



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

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**April 15, 2019**  
**5:00 PM**

### **Invocation**

Reverend Ellen Gurnon of First Presbyterian Church in Cape Girardeau

### **Pledge of Allegiance**

### **Study Session**

No action will be taken during the study session

### **Presentations**

- Recognition of Gary Burke for Retirement from the Parks and Recreation Department
- Local Government Week 2019 Proclamation

### **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 April 1, 2019, City Council regular session and closed session minutes.
2. BILL NO. 19-49, an Ordinance amending Chapter 30 of the Code of Ordinances of the City of Cape Girardeau, Missouri, regarding Guest Houses. Second and Third Readings.
3. BILL NO. 19-50, an Ordinance approving the Record Plat of Haarig Development Subdivision. Second and Third Readings.
4. BILL NO. 19-53, an Ordinance accepting Two Permanent Sewer and Utility Easements from Drury Properties, Inc., for Deerfield Estates Phase 2, in the City of Cape Girardeau, Missouri. Second and Third Readings.
5. BILL NO. 19-54, an Ordinance accepting four Permanent Sewer and Utility Easements for Kensington Place Phase One, in the City of Cape Girardeau, Missouri. Second and Third Readings.
6. BILL NO. 19-56, a Resolution authorizing the City Manager to execute an Agreement with Catholic Charities of Southern Missouri, for 2019 Emergency Solutions Grant Funds from the Missouri Housing Development Commission. Reading and Passage.
7. BILL NO. 19-57, a Resolution authorizing the City Manager to execute an Agreement with the Community Caring Council, for 2019 Emergency Solutions Grant Funds from the Missouri Housing Development Commission. Reading and Passage.

8. BILL NO. 19-58, a Resolution authorizing the City Manager to execute an Agreement with the Safe House for Women, Inc., for 2019 Emergency Solutions Grant Funds from the Missouri Housing Development Commission. Reading and Passage.
9. BILL NO. 19-59, a Resolution authorizing the City Manager to execute an Agreement with The Salvation Army, for 2019 Emergency Solutions Grant Funds from the Missouri Housing Development Commission. Reading and Passage.
10. BILL NO. 19-60, A Resolution authorizing the City Manager to execute a Release of Lien for property located at 1935 Benjamin Court, under the Neighborhood Stabilization Grant Program, in the City of Cape Girardeau, Missouri. Reading and Passage.
11. BILL NO. 19-63, a Resolution authorizing the City Manager to execute a License and Indemnity Agreement with Terry and Cynthia McDowell, for installation of pavestones at 1 Oakenwold, in the City of Cape Girardeau, Missouri. Reading and Passage.
12. Bill No. 19-66, a Resolution authorizing the City Manager to execute an Agreement with Nip Kelley Equipment Company, Inc., for the Gordonville Booster Pump Station, in the City of Cape Girardeau, Missouri. Reading and Passage.
13. Acceptance of public improvements to serve Deerfield Estates Phase 1.
14. Approval of the Partial Release of Performance Guarantee Agreement for Deerfield Estates Phase 1.
15. Acceptance of public improvements to serve Kensington Place Subdivision.

## **Items Removed from Consent Agenda**

### **New Ordinances**

16. BILL NO. 19-55, an Ordinance approving and adopting fee increases for Parks and Recreation Department Services at the Cape Splash Family Aquatics Center, in the City of Cape Girardeau, Missouri. First Reading.
17. BILL NO. 19-61, an Ordinance approving the Record Plat of Williamsburg Phase 4. First Reading
18. BILL NO. 19-62 , an Ordinance appropriating funds from the Parks and Recreation Fund for expenditures related to repairs and maintenance at the Cape Splash Family Aquatics Center, in the City of Cape Girardeau, Missouri. First Reading.
19. Bill No. 19-64, an Ordinance calling an election in the City of Cape Girardeau, Missouri, on the question whether the City shall extend the existing sales tax of one-fourth of one percent for the purpose of funding capital improvements; designating the time of holding the election; authorizing and directing the City Clerk to give notice of the election. First Reading.
20. BILL NO. 19-65, an Ordinance accepting Four Permanent Sewer and Utility Easements for Deerfield Off Site, from Drury Southwest, Inc., in the City of Cape Girardeau, Missouri. First Reading.

## **Appointments**

21. Appointments to the Historic Preservation Commission
22. Appointments to the Parks and Recreation Advisory Board
23. Appointments to the Airport Advisory Board

## **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 personnel matters, pursuant to RSMo. Sections 610.021(1), and (3).

## **Memo**

- Analysis of Sales Tax Revenue for Year Ending December 31, 2018.

## **Advisory Board Minutes**

- Advisory Board Minutes

**Staff:** Bruce Taylor, Deputy City Clerk  
**Agenda:** 4/15/2019

**AGENDA REPORT**  
Cape Girardeau City Council

**SUBJECT**

Approval of the April 1, 2019, City Council regular session and closed session minutes.

**ATTACHMENTS:**

Name:	Description:
📄 <a href="#">2019.04.01_RegularsessionMinutes.pdf</a>	Minutes 2019-04-01 regular session

**REGULAR SESSION – April 1, 2019****CALL TO ORDER**

The Cape Girardeau City Council convened in regular session on Monday, April 1, 2019, at 5:37 p.m., with Mayor Bob Fox presiding and Council Members Ryan Essex, Robbie Guard, Stacy Kinder, Shelly Moore, and Dan Presson present. Victor Gunn was absent.

**ADOPTION OF THE AGENDA**

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

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

**PUBLIC HEARINGS**

A public hearing to consider a request to rezone property on Bloomfield Road from R-4 (Medium Density Multifamily Residential District) to PD (Planned Development District).

Mayor Fox opened the public hearing for comments. There being no appearances, the hearing was closed.

A public hearing to consider a proposed amendment to Chapter 30 of the Code of Ordinances of the City of Cape Girardeau, Missouri, regarding guest houses.

Mayor Fox opened the public hearing for comments. There being no appearances, the hearing was closed.

**CONSENT AGENDA**

Approval of the March 18, 2019, City Council regular session and closed session minutes.

BILL NO. 19-51, a Resolution authorizing the City Manager to execute a Performance Guarantee Agreement with Liberty Apartments of Cape, LLC, for Liberty Subdivision, in the City of Cape Girardeau, Missouri. Reading and Passage.

Approval of the naming request application for City Skate Park to Cape Noon Optimist Wheel Park

A Motion was made by Robbie Guard, Seconded by Stacy Kinder to approve and adopt.

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

Bill No. 19-51 will be Resolution No. 3251.

**NEW ORDINANCES**

BILL NO. 19-49, an Ordinance amending Chapter 30 of the Code of Ordinances of the City of Cape Girardeau, Missouri, regarding Guest Houses. First Reading.

A Motion was made by Stacy Kinder, Seconded by Dan Presson to approve.

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

**Regular**

**April 1, 2019**

**KK-232**

BILL NO. 19-50, an Ordinance approving the Record Plat of Haarig Development Subdivision. First Reading.

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

BILL NO. 19-52, an Ordinance approving the Record Plat of Liberty Subdivision. First, Second, and Third Readings.

A Motion was made by Robbie Guard, Seconded by Dan Presson to approve and adopt. Motion passed. 6-0. Ayes: Essex, Fox, Guard, Kinder, Moore, Presson. Absent: Gunn. BILL NO. 19-52 will be ORDINANCE NO. 5169

BILL NO. 19-53, an Ordinance accepting two Permanent Sewer and Utility Easements from Drury Properties, Inc., for Deerfield Estates Phase 2, in the City of Cape Girardeau, Missouri. First Reading.

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

BILL NO. 19-54, an Ordinance accepting four Permanent Sewer and Utility Easements for Kensington Place Phase One, in the City of Cape Girardeau, Missouri. First Reading.

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

**APPOINTMENTS**

Appointments to the Town Plaza Community Improvement District Board of Directors.

A Motion was made by Robbie Guard, Seconded by Ryan Essex to appoint Jack Ford and Paul B. “Scott” Campbell to the Town Plaza Community Improvement Board of Directors for terms expiring April 12, 2023.

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

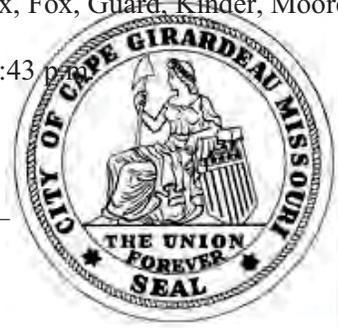
**MEETING ADJOURNMENT**

A Motion was made by Dan Presson, Seconded by Stacy Kinder to adjourn from regular session and to convene to closed session for legal actions and litigation, confidential communications with legal counsel, property transactions, and personnel, pursuant to RSMo. Sections 610.021(1), (2), and (3).

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

The Regular Session ended at 5:43 p.m.

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Gayle Conrad, City Clerk



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Bob Fox, Mayor

**Staff:** Ryan Shrimplin, AICP - City  
**Agenda:** Planner  
4/15/2019

**AGENDA REPORT**  
Cape Girardeau City Council

**19-070**

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**SUBJECT**

An Ordinance amending Chapter 30 of the Code of Ordinances of the City of Cape Girardeau, Missouri, regarding Guest Houses.

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**EXECUTIVE SUMMARY**

The attached ordinance amends the Zoning Code (Chapter 30 of the Code of Ordinances) to add a definition of *guest house* and to replace the guest house regulations. A public hearing on the proposed amendment was held on April 1, 2019.

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**BACKGROUND/DISCUSSION**

Staff recently met with a citizen who wishes to convert her existing detached garage into a guest house. The garage has a floor area of seven hundred eighty (780) square feet. Staff informed the citizen that Section 30-412 of the Zoning Code (Chapter 30 of the Code of Ordinances) limits the floor area of a guest house to five hundred (500) square feet. The citizen asserted this amount of floor area is not sufficient for a guest house to be occupied and used comfortably. This prompted staff to review and evaluate the guest house regulations. Upon doing so, staff decided to make several changes.

The attached amendment adds a definition of *guest house* to the Definitions section (Section 30-105) and replaces the current regulations in Section 30-412 with a new set of regulations. The new regulations set the maximum floor area of a guest house at eight hundred (800) square feet. A guest house is a type of accessory structure, and the regulations for accessory structures (Section 30-403) limit the footprint of an accessory structure on a lot less than one-half (1/2) acre in size to eight hundred (800) square feet. Staff did not see a reason why guest houses should be limited to five hundred (500) square feet when all other types of accessory structures are allowed up to eight hundred (800) square feet. The new regulations also contain a lesser restriction on where a guest house can be located on a lot. The current regulations limit a guest house to the rear yard. Staff did not see why a guest house should not be allowed in a side yard, so the new regulations only prohibit a guest house from being located in the front yard. Another difference between the current and new regulations is the removal of the requirement that the driveway serving the primary dwelling unit shall also serve the guest house. Staff envisioned situations where having a separate driveway for a guest house would be appropriate, and there did not appear to be a good reason to keep this restriction. The remaining changes amount to re-wording current requirements for purposes of clarity and consistency.

A public hearing on the proposed amendment was held on April 1, 2019.

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**STAFF RECOMMENDATION**

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

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**BOARD OR COMMISSION RECOMMENDATION**

The Planning and Zoning Commission, at its March 13, 2019 meeting, recommended approval of the amendment with a vote of 9 in favor, 0 in opposition, and 0 abstaining.

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**PUBLIC OUTREACH**

The public hearing on the amendment was advertised in advance in the Southeast Missourian.

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**ATTACHMENTS:**

Name:	Description:
❏ <a href="#">Amending_Ch_30-Guest_Houses.doc</a>	Ordinance
❏ <a href="#">Chapter_30_Amendment_Regarding_Guest_Houses_(Edits_Copy)_-March_13_2019.pdf</a>	Chapter 30 Amendment Regarding Guest Houses (Edits Copy)
❏ <a href="#">Chapter_30_Amendment_Regarding_Guest_Houses_(Clean_Copy)_-March_13_2019.pdf</a>	Chapter 30 Amendment Regarding Guest Houses (Clean Copy)

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

**TEXT TO BE ADDED IS SHOWN IN RED**

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

Sec. 30-105. - Definitions.

Words or phrases in this chapter shall be interpreted so as to give them the same meaning as they have in common usage. However, for the purpose of this chapter, the following terms shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Alley.* A thoroughfare which affords only a secondary means of access to abutting property.

*Alteration.* Any act or process changing one (1) or more of the exterior architectural features of a structure, including, but not limited to, the erection, construction, reconstruction, or removal of any structure.

*Animal feeding operation (AFO).* An animal feeding operation (AFO) as defined by the U.S. Environmental Protection Agency.

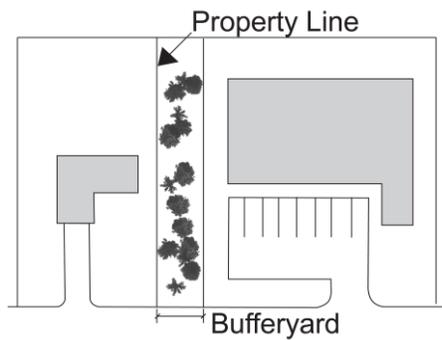
*Antenna.* Any exterior transmitting or receiving device mounted on a tower, building or structure and used in communications radiating or capturing electromagnetic waves, digital signals, analog signals, radio frequencies (excluding radar signals), wireless telecommunications signals or other communication signals. This term shall exclude any receive-only home television antenna.

*Bed and breakfast.* An owner-occupied, single-family detached dwelling containing one (1) or more rooms offered to overnight guests, whose paid accommodations include breakfast.

*Bedroom.* A sleeping room as defined in section 7-361 of the City Code.

*Board of adjustment.* The board established pursuant to section 30-204 of this chapter.

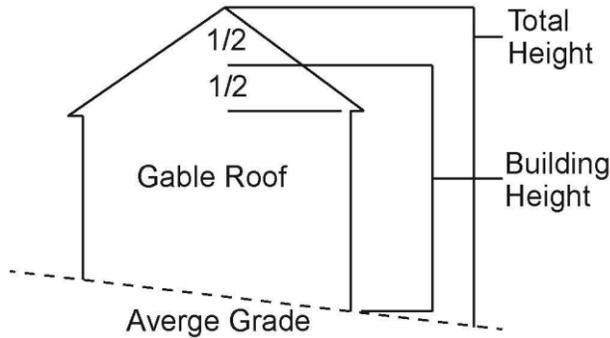
*Bufferyard.* A landscaped or naturally vegetated area intended to separate and partially obstruct the view of two (2) adjacent land uses or properties from one another, and to mitigate light, noise, or other nuisances.



*Building.* Any structure designed or intended for the support, enclosure, shelter, or protection of persons, animals, or objects.

*Building coverage.* The aggregate area of the footprints of all buildings on a lot, divided by the lot area.

*Building height.* The vertical distance from the average grade to the highest point of the coping of a flat roof, or to the decline of a mansard roof, or to the mean height level between eaves and ridge for gable, hip, and gambrel roofs, excluding elevator shafts and equipment.



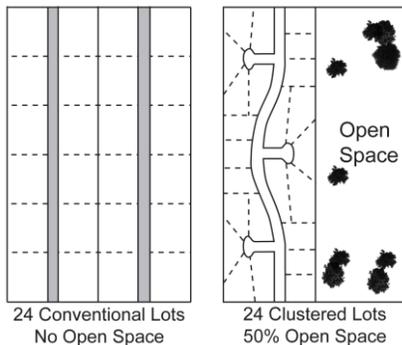
*Canopy.* A covering, usually of fabric, attached to and supported by a wall and/or a set of poles or posts, which is open on at least three (3) sides.

*Carport.* A roofed structure providing space for the parking of vehicles which is open on at least two (2) sides.

*Certificate of appropriateness.* A certificate issued by the Cape Girardeau Historic Preservation Commission authorizing an alteration, construction, removal, or demolition affecting any exterior architectural feature of a local historic district or landmark.

*City manager.* The city manager of the City of Cape Girardeau, Missouri, or his or her designee.

*Cluster subdivision.* A development design technique concentrating buildings in specific areas on a site to allow the remaining land to be used for recreation, common open space, and preservation of environmentally sensitive features.



*Commercial recreation facility.* A commercial facility providing, as a main source of revenue, one (1) or more recreation activities such as billiards, bowling, miniature golf, video games, bouncing on trampolines or inflatable surfaces, or other activities of a similar nature. This term shall not include an amusement park, casino or other gambling facility, or venue of a sporting event.

*Concentrated animal feeding operation (CAFO).* A concentrated animal feeding operation (CAFO) as defined by the U.S. Environmental Protection Agency.

*Construction.* The act of adding to an existing structure or the erection of a new principal or accessory structure on a lot or property.

*Conversion.* The alteration or adaptive reuse of a structure to accommodate uses for which it was not originally designed or constructed. Examples include, but are not limited to, converting a warehouse into a restaurant, or converting an office building into residential apartments.

*Council.* The city council of the City of Cape Girardeau, Missouri.

*Day care, commercial.* A non-residential building, in which care is provided for people who cannot be fully independent, such as children or elderly people, for only part of the day.

*Day care, home.* An owner-occupied dwelling, in which care is provided for people who cannot be fully independent, such as children or elderly people, for only part of the day.

*Demolition.* Destruction or removal of a structure or a part thereof. As it pertains to historic landmarks and districts, this term shall also include any act or process which affirmatively destroys, in part or in whole, a landmark or a structure within a historic district, or which affirmatively threatens to destroy a landmark or a structure within a historic district.

*Density.* The number of dwelling units per acre.

*Designation, historic.* The identification and registration of properties meeting the criteria established by the city or the state for the preservation of significant historic and prehistoric resources within the city.

*District.* A section of the city for which the regulations governing the use of buildings and premises, the height of buildings, the size of yards, and the intensity of use are uniform.

*Dock.* The location in the City of Cape Girardeau authorized under RSMo § 313.800 et seq., where an excursion gambling boat moors for the purpose of embarking passengers for and disembarking passengers from a gambling excursion; or where an excursion gambling boat is continuously docked; or where a floating facility for gambling purposes is more or less continuously moored; or where pleasure or fishing boats are moored for any period of time.

*Drive-thru facility.* A facility consisting of at least one (1) ordering window or station with a designated lane, providing goods or services to customers while in their vehicles without having to park.

*Duplex.* See "dwelling, two-family."

*Dwelling.* Any building or portion thereof which is designed and used exclusively for residential purposes.

*Dwelling, multifamily.* A building having accommodations for and occupied exclusively by more than two (2) families with no more than two (2) unrelated persons per bedroom.

*Dwelling, single-family.* A building having accommodations for and occupied exclusively by one (1) family.

*Dwelling, two-family.* A building having accommodations for and occupied by two (2) families.

*Exterior architectural appearance.* The architectural character and general composition of the exterior of a structure, including, but not limited to, the kind, color and texture of the building material, and the type, design and character of all windows, doors, light fixtures, and signs.

*Excursion gambling boat or floating gambling facility.* A boat, ferry, barge, or similar structure licensed by the Missouri Gaming Commission on which gambling games are allowed.

*Family.*

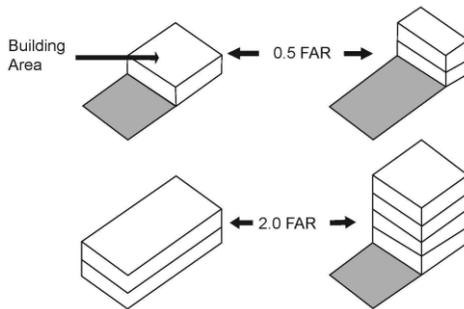
- a. One (1) or more persons related by blood, marriage, adoption or custodial relationship living as a single housekeeping unit, plus up to two (2) domestic servants; or
- b. Three (3) or fewer unrelated persons, including any domestic servants, living as a single housekeeping unit; or
- c. Two (2) unrelated persons, plus their biological, adopted or foster children or other minors, for whom they have legally established custodial responsibility, plus up to two (2) domestic servants, living as a single housekeeping unit.

The term "family" shall not be construed to mean a fraternity, sorority, club or institutional-group.

*Farming activity.* Any activity directly associated with the growing and harvesting of crops or the raising of livestock. This term shall not include a commercial feedlot, stockyard or other confinement operation, or commercial slaughterhouse.

*Fence.* Any artificially constructed barrier of any material or combination of materials erected to enclose or screen areas of land.

*Floor area ratio (FAR).* The gross floor area of all buildings on a lot divided by the lot area on which the building or buildings are located.



*Foster home.* A private dwelling licensed by the State of Missouri to provide foster care to seven (7) or fewer children who are not related to the foster parent(s) by blood, marriage, or adoption.

*Freight terminal.* A centralized facility for the mass loading and unloading of freight to and from trucks, railcars, barges, aircraft, or other freight transportation systems.

*Frontage.* A side of a lot or structure contiguous to or directly facing a street.

*Funeral home.* An establishment in which deceased bodies are prepared for burial or cremation and in which wakes and funerals may be held.

*Gambling excursion.* The time during which gambling games may be operated on an excursion gambling boat or floating facility whether docked or during a cruise.

*Garage, private.* An accessory building or part thereof, or a portion of a main building, designed or used for the storage of vehicles used by the occupants of the property.

*Governmental facility.* A facility operated by or for a governmental entity.

*Guest house.* An accessory structure located on a lot with a single-family detached dwelling and which has been designed or constructed, originally or by alteration, so that it may be used as a dwelling by guests of the lot owner.

*Heavy manufacturing and industrial facility.* A facility engaging in one (1) or more of the following activities: the manufacture of large or heavy articles; or the extraction, processing, or bulk storage of raw or hazardous materials. This term shall not include a foundry, smelter, steel mill, sulfur plant, rubber reclamation plant, commercial slaughterhouse, meat packing or rendering facility, or any facility producing or processing explosives or flammable gases or liquids.

*Historic district, local.* An area designated as a "local historic district" by ordinance of the city council, pursuant to section 30-352 of this chapter.

*Historic landmark, local.* A property or structure designated as a "local historic landmark" by ordinance of the city council, pursuant to section 30-352 of this chapter.

*Hobby farm.* A small farm operated for pleasure rather than for income.

*Home occupation.* Any commercial activity, whether or not for financial gain, conducted in or directed from a residential dwelling unit by one (1) or more family members residing within that dwelling unit.

*Home for physically, mentally, or developmentally disabled people.* A dwelling occupied by eight (8) or fewer physically, mentally, or developmentally disabled people, with up to two (2) additional people acting as house parents or guardians who need not be related to each other or any of the residents.

*Hospital.* A facility providing emergency or inpatient medical care for sick or injured people.

*Hotel.* Any structure, or building, under one (1) management, which contains a room or rooms furnished for the accommodation or lodging of guests, with or without meals being provided, and kept,

used, maintained, advertised or held out to the public as a place where sleeping accommodations are sought for pay or compensation to transient guests or permanent guests.

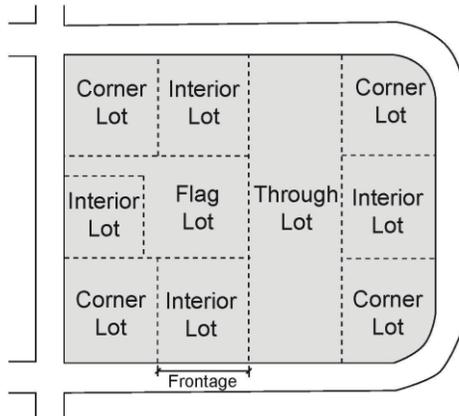
*Infill development.* New construction on vacant or underutilized parcels of land, or clearance and redevelopment to replace dilapidated or deteriorated structures.

*Kennel.* An establishment licensed to operate a facility housing dogs, cats, or other household pets and where grooming, breeding, boarding, training, or selling of animals is conducted as a business, or by a not-for-profit organization.

*Light manufacturing and industrial facility.* A facility manufacturing small or light articles. This term shall not include any facility engaging in the extraction, processing, or bulk storage of raw or hazardous materials, or any of the following: foundry, smelter, steel mill, sulfur plant, rubber reclamation plant, commercial slaughterhouse, meat packing or rendering facility, or any facility producing or processing explosives or flammable gases or liquids.

*Loading space.* An off-street space used for the transient parking of vehicles while loading or unloading materials, products, or supplies.

*Lot.* A tract of land having its own distinct metes and bounds legal description as part of a deed of record, or platted as a lot as part of a subdivision of record.



*Lot area.* The horizontal surface area of the land within a lot boundary.

*Lot, corner.* A lot abutting two (2) or more intersecting streets.

*Lot depth.* The mean horizontal distance between the front and rear lot lines.

*Lot, flag.* A lot which is recessed and situated behind another lot except for a narrow portion extending to a street.

*Lot, interior.* A lot abutting no more than one (1) street.

*Lot line.* A line representing the boundary of a lot on one (1) side.

*Lot line, front.* A lot line which is contiguous to, or located in, a street.

*Lot line, rear.* A lot line which is opposite a front lot line or, in the case of a corner lot, opposite the shortest front lot line.

*Lot line, side.* A lot line which is neither a front lot line nor a rear lot line.

*Lot of record.* A lot which is part of a subdivision, the plat of which was recorded in the office of the county recorder; or a tract of land, the deed to which was recorded in the office of the county recorder, prior to the original adoption of this ordinance on December 20, 1967.

*Lot, through.* A lot abutting two (2) or more non-intersecting streets.

*Lot width.* The horizontal distance between two (2) lot lines as measured at the front yard setback line.

*Manufactured business unit (mobile business unit).* A factory-built structure or structures which, in the traveling mode, is eight (8) body feet or more in width or forty (40) body feet or more in length, or, when erected on-site, contains three hundred twenty (320) or more square feet, equipped with the necessary service connections and made so as to be readily movable as a unit or units on its or their own running gear and designed to be used for nonresidential purposes with or without a permanent foundation, and which may be moved from time to time.

Manufactured business units (mobile business units) are those factory-built structures manufactured under the authority of the Federal Manufactured Home Construction and Safety Standards Acts, effective June 15, 1976, and must carry a seal of approval of the U.S. Department of Housing and Urban Development (HUD) as required by the Missouri Public Service Commission.

This term shall also include units defined as above if such units are in two (2) or more separately towable components designed to be joined into one (1) integral unit capable of being again separated into components capable of repeated towing and includes two (2) or more manufactured business units joined into a single business unit which are kept on separate chassis for repeated towing.

*Manufactured home (mobile home).* A factory built structure or structures which, in traveling mode, is eight (8) body feet or more in width or forty (40) body feet in length, or, when erected on-site, contains three hundred twenty (320) or more square feet, equipped with the necessary service connections and made so as to be readily movable as a unit or units on its or their own running gear and designed to be used as a dwelling unit or units with or without a permanent foundation, and which may be moved from time to time.

Manufactured homes (mobile homes) are those factory-built structures manufactured under the authority of the Federal Manufactured Home Construction and Safety Standards Act, effective June 15, 1976, and must carry a seal of approval of the U.S. Department of Housing and Urban Development (HUD) as required by the Missouri Public Service Commission.

This term shall also include units defined as above if such units are in two (2) or more separately towable components designed to be joined into one (1) integral unit capable of being again separated into the components capable of repeated towing and includes two (2) or more manufactured home units joined into a single residential unit which are kept on separate chassis for repeated towing.

*Manufactured home (mobile home) park.* A parcel of land which has been developed for the placement of more than one (1) manufactured home (mobile home).

*Microbrewery.* A business whose primary activity is the brewing and selling of beer, with an annual production of ten thousand (10,000) barrels or less (one (1) barrel of beer yields two (2) common fifteen and one-half-gallon kegs).

*Mortuary.* A place where deceased bodies are kept before burial or cremation.

*Motel.* See hotel.

*Noncommercial neighborhood facility.* A private, noncommercial facility primarily serving the neighborhood in which it is located, such as a swimming pool, tennis court, playground, office for a neighborhood or property owners association, or maintenance building.

*Nursing home.* A facility providing full-time residential accommodations and professional health care for three (3) or more elderly or infirm people. This term shall not include a hospital.

*Of record.* Recorded in the office of the county recorder for the county in which the property is located.

*Office.* A building or portion thereof used as a workplace primarily for business or administrative purposes. This term shall not include any establishment primarily engaging in the handling of goods or any of the following activities: recreation, entertainment, eating, drinking, boarding of people or animals, or salon or spa services.

*Open space.* Any space on a lot unobstructed to the sky except for ordinary architectural projections, such as cornices and eaves. This term shall not include any area covered by a building, deck, porch, parking area, driveway, street, or any impervious surface, other than a sidewalk or trail.

*Owner of record.* The person, corporation or other legal entity listed as owner on the records of the county recorder of deeds.

*Parking lot.* An unenclosed area used for the transient parking of vehicles.

*Personal service establishment.* An establishment providing a service to a person, such as a barber shop, hair salon, nail salon, beauty or health spa, laundering or dry cleaning business, laundromat, tailoring business, small appliance or personal device repair business, packaging or shipping business, or other establishment of a similar nature. This term shall not include any establishment primarily engaging in the sale or rental of goods, such as restaurants, bars, and retail and rental establishments.

*Porch.* A roofed structure attached to a building and open on at least two (2) sides. A screened-in porch shall not be considered open.

*Property.* A lot or group of contiguous lots having the same ownership.

*Recreational vehicle.* A recreational motor vehicle as defined by RSMo § 301.010 or any vehicle or trailer as defined by RSMo § 301.010 which is designed, constructed, or substantially modified so that it may be used for the purposes of temporary housing quarters.

*Rehabilitation.* Returning a structure to a state of usefulness by replacement and alteration designed to encourage its continued usage while preserving exterior features of significant value. Examples include reconstruction of a porch, or removal and replacement of windows and doors.

*Renovation.* Refurbishing a structure so it conforms to minimum standards of sanitation, fire, and life safety, while preserving exterior features of significant value.

*Repair.* Any change that is not construction, removal or alteration.

*Residential treatment facility.* A facility providing full-time residential accommodations and professional therapeutic care for people with substance abuse, mental illness, or other behavioral problems.

*Restaurant.* An establishment where food and/or beverages are prepared and served directly to customers for consumption on or off the premises.

*Screening.* A device or material used to conceal one (1) element of a development from other elements or from adjacent or contiguous development. Screening may include one (1) or a combination of the following materials of sufficient mass to be opaque or that shall become opaque after twelve (12) months and which shall be maintained in an opaque condition: walls, berms, fences, or plantings.

*Senior citizen.* An individual over the age of sixty (60) years.

*Setback.* A distance from a street line or lot line within which principal and accessory structures are prohibited.

*Shipping container.* An intermodal freight container or other large container, in whole or in part, designed and manufactured for the reusable storage and transport of materials and products across different modes of transportation - from ship to rail to truck - without unloading and reloading its cargo.

*Significant property.* A property meeting the Secretary of the Interior's standards for evaluating properties for historic registration or designation.

*Site plan.* A drawing illustrating a proposed development and prepared in accordance with the specifications outlined in chapter 25.

*Stop work order.* An order issued by the city manager directing an owner, occupant, contractor or subcontractor to halt an action for which a certificate of appropriateness is required, and notifying the owner, occupant, contractor or subcontractor of the application process for a certificate of appropriateness.

*Story.* That portion of a building included between the surface of any floor and the surface of the floor next above it or, if there be no floor above it, then the space between the floor and the ceiling next above it.

*Story, half.* A space under a sloping roof which has the line of intersection of roof decking and wall face not more than three (3) feet above the top floor level, and in which space not more than sixty (60) percent of the floor area is finished off for use.

*Street.* All land dedicated for public or private street, highway, freeway or roadway purposes or subject to public or private easement therefore. This term shall not include an alley.

*Street, arterial.* A street or road of considerable continuity which serves or is intended to serve as a principal trafficway between separate areas or districts and which is the main means of access to the collector street system, highways, and expressways.

*Street, collector.* A street which, in addition to servicing abutting properties, intercepts local streets, connects with community facilities, and carries neighborhood traffic to the arterial street systems.

*Street line.* A dividing line between a lot and a contiguous street.

*Street, local.* A street designated to provide access to abutting property from collector and arterial streets.

*Street, private.* A street which is privately owned and affords a primary means of access to abutting property.

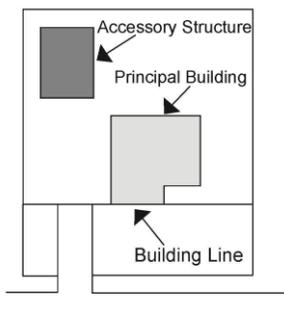
*Street, public.* A street dedicated to the public or held in fee simple title by the city which affords a primary means of access to abutting property.

*Street width.* The horizontal distance between the outside edges of a street's pavement, including any curbing and guttering, measured at right angles to the street's centerline.

*Structural alteration.* Any change in the supporting members of a building, such as bearing walls or partitions, columns, beams or girders, or any complete rebuilding of the roof or the exterior walls.

*Structure.* Anything constructed or erected, the use of which requires permanent location on or in the ground or attached to something having permanent location on the ground, including, but without limiting the generality of the foregoing: buildings, fences, gazebos, advertising signs, billboards, backstops for tennis courts, radio and television antennae and towers, and swimming pools.

*Structure, accessory.* A detached subordinate building, the use of which is incidental to and customary in connection with the principal building or use and which is located on the same lot with such principal building or use, and which is greater than one hundred fifty (150) square feet in size.



*Structure, contributing.* A structure which, by location, design, setting, materials, workmanship, feeling, or association, adds to a site's or district's sense of time and place or historical development.

*Structure, noncontributing.* A structure which detracts from a site's or district's sense of time and place or historical development; or a structure that has lost the integrity of its original design or individual architectural features; or a structure that cannot be feasibly rehabilitated due to extensive physical deterioration or structural damage.

*Structure, principal.* A main or primary structure on a lot.

*Subdivision.* The division of a parcel of land into two (2) or more lots, or other divisions of land.

*Telecommunication tower.* A structure designed and constructed for the support of one (1) or more antennas for telephone, radio and similar communication purposes, including self-supporting lattice towers, guyed towers, or monopole towers. This term shall include radio, television and transmission towers, microwave towers, common-carrier towers, cellular telephone towers, alternative tower structures, and the like, either constructed from the ground or located on top of a building. This term shall not include any tower or antenna under seventy (70) feet in height and is owned and operated by a federally-licensed amateur radio station operator or is used exclusively for receive only antennas. The height of the tower is defined as the distance measured from the lowest point of the base of the tower structure to the highest point on the tower, including the base pad when constructed from the ground and any antennas. This term shall also not include supervisory control and data acquisition (SCADA) antennas installed and operated by units of government.

*Townhouse.* A single-family dwelling constructed in a group of three (3) or more attached units in which each unit extends from the foundation to the roof and has open space on at least two (2) sides.

*Transit terminal.* A station or similar facility serving as the terminus of a bus, rail, or other transit route and having accommodations for the loading and unloading of passengers.

*Transitional housing.* A facility providing lodging to homeless people, with or without meals, for no more than thirty (30) consecutive days.

*Use, accessory.* A subordinate use which is incidental to and customary in connection with the principal building or use, and is located on the same lot with such principal building or use.

*Use, agricultural.* The use of land for agricultural purposes, including farming, dairying, pasturage, agriculture, horticulture, floriculture, viticulture, and animal and poultry husbandry and the necessary accessory uses for packing, treating, or storing the produce. The operation of any such accessory uses shall be secondary to normal agricultural activities.

*Use, nonconforming.* Any building or land lawfully occupied by a use at the time of passage of this ordinance or amendment thereto, which does not conform after the passage of this chapter or amendment thereto with the use regulations of the district in which it is situated.

*Use, permitted.* A use permitted by right, or a special use.

*Use permitted by right.* A use of land which is permitted in a particular zoning district, without a special use permit.

*Use, principal.* A main or primary use of land.

*Use, special.* A use of land not permitted by right in a particular zoning district, but permitted upon approval of a special use permit in accordance with section 30-401, supplemental regulations.

*Vehicle fueling facility.* A facility dispensing gasoline, diesel, or other fuel to motor vehicles.

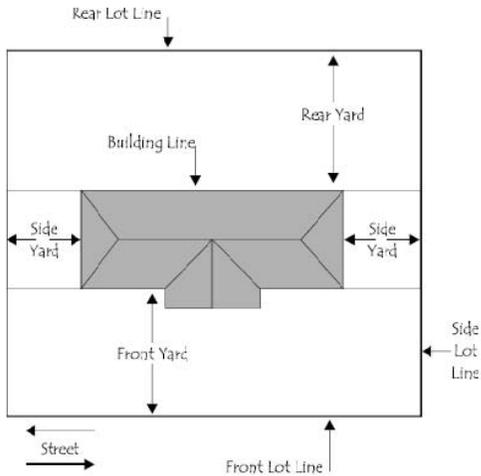
*Vehicle service or repair facility.* A facility equipping, lubricating, servicing or repairing motor vehicles, including the installation of parts and accessories; the rebuilding, replacing and the installing of motors, transmissions, drive trains, exhaust systems, upholstery, brakes, radiators, and similar components. This term shall not include the dismantling or extended storage of wrecked vehicles, nor tire recapping, nor vehicle body work or painting, nor the open storage of rental vehicles or trailers.

*Yard.* Any portion of a lot not occupied by a principal structure.

*Yard, front.* A yard extending along the frontage of a lot, and being the minimum horizontal distance between the street line and the nearest principal structure or any projections thereof other than the ordinary projection of unenclosed features such as steps, balconies, porches, or decks. In the case of a lot without a principal structure, this term shall mean the area between the street line and the front setback line.

*Yard, rear.* A yard which is opposite a front yard or, in the case of a corner lot, opposite the front yard having the shortest frontage, and being the minimum horizontal distance between the rear lot line and the nearest principal structure or any projections thereof other than the ordinary projection of unenclosed features such as steps, balconies, porches, or decks. In the case of a lot without a principal structure, this term shall mean the area between the rear lot line and the rear setback line.

*Yard, side.* A yard which is neither a front yard nor a rear yard, and being the minimum horizontal distance between the side lot line and the nearest principal structure or any projections thereof other than the ordinary projection of unenclosed features such as steps, balconies, porches, or decks. In the case of a lot without a principal structure, this term shall mean the area between the side lot line and the side setback line.



Sec. 30-412. - Guest houses.

- ~~(a) *Purpose.* It is the purpose of these regulations to establish specific standards for guest houses. The intent is to preserve the integrity of the existing residential areas while allowing residents the opportunity to establish guest houses on properties that can accommodate this use.~~
- ~~(b) *Standards.*~~
- ~~(1) A guest house shall be used only by the occupants of the principal dwelling, their nonpaying guests or domestic employees. The guest house shall not be rented, and a deed restriction specifying this requirement shall be recorded by the property owner prior to occupancy of the structure.~~
  - ~~(2) A guest house may be permitted only on properties which contain an existing owner-occupied single-family detached dwelling unit. Only one (1) guest house may be permitted per lot.~~
  - ~~(3) Guest houses shall be located in the rear yard of the property, meet all setback requirements of the zoning district, and shall not extend into the required front or side yards.~~
  - ~~(4) The floor area of a guest house shall not exceed five hundred (500) square feet.~~
  - ~~(5) The guest house shall be designed and constructed with materials that are comparable to and compatible with the primary dwelling unit.~~
  - ~~(6) The driveway serving the primary dwelling unit shall also serve the guest house.~~

Guest houses shall be subject to the following requirements:

- (a) No more than one (1) guest house shall be permitted per lot.
- (b) No guest house shall exceed eight hundred (800) square feet in floor area.
- (c) No guest house shall be located in a front yard.
- (d) The exterior architectural design of a guest house shall be compatible with the exterior architectural design of the single-family detached dwelling on the same lot, as determined by the city manager.
- (e) A guest house shall only be used by the lot owner, their nonpaying guests, or their domestic employees. Prior to occupancy of a guest house, the lot owner shall submit to the city manager a copy of a recorded deed restriction that prohibits the guest house from being used as a rental dwelling.
- (f) No guest house shall be occupied unless the single-family detached dwelling on the same lot is occupied by the lot owner.

Sec. 30-105. - Definitions.

Words or phrases in this chapter shall be interpreted so as to give them the same meaning as they have in common usage. However, for the purpose of this chapter, the following terms shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Alley.* A thoroughfare which affords only a secondary means of access to abutting property.

*Alteration.* Any act or process changing one (1) or more of the exterior architectural features of a structure, including, but not limited to, the erection, construction, reconstruction, or removal of any structure.

*Animal feeding operation (AFO).* An animal feeding operation (AFO) as defined by the U.S. Environmental Protection Agency.

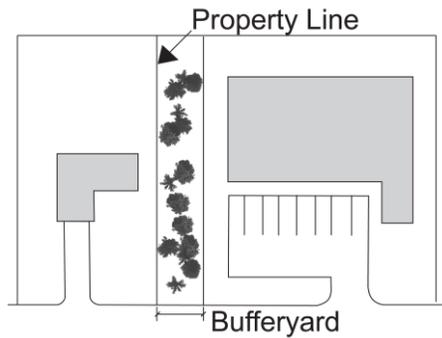
*Antenna.* Any exterior transmitting or receiving device mounted on a tower, building or structure and used in communications radiating or capturing electromagnetic waves, digital signals, analog signals, radio frequencies (excluding radar signals), wireless telecommunications signals or other communication signals. This term shall exclude any receive-only home television antenna.

*Bed and breakfast.* An owner-occupied, single-family detached dwelling containing one (1) or more rooms offered to overnight guests, whose paid accommodations include breakfast.

*Bedroom.* A sleeping room as defined in section 7-361 of the City Code.

*Board of adjustment.* The board established pursuant to section 30-204 of this chapter.

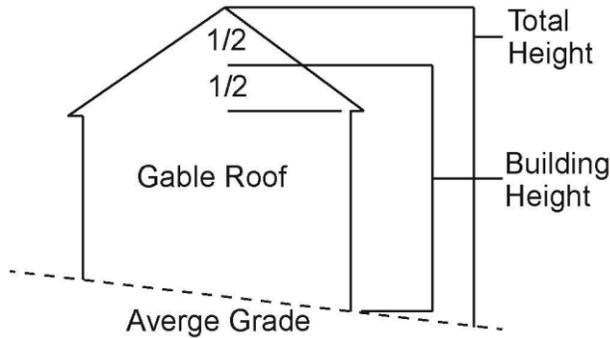
*Bufferyard.* A landscaped or naturally vegetated area intended to separate and partially obstruct the view of two (2) adjacent land uses or properties from one another, and to mitigate light, noise, or other nuisances.



*Building.* Any structure designed or intended for the support, enclosure, shelter, or protection of persons, animals, or objects.

*Building coverage.* The aggregate area of the footprints of all buildings on a lot, divided by the lot area.

*Building height.* The vertical distance from the average grade to the highest point of the coping of a flat roof, or to the decline of a mansard roof, or to the mean height level between eaves and ridge for gable, hip, and gambrel roofs, excluding elevator shafts and equipment.



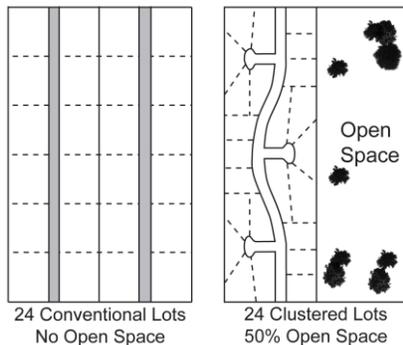
*Canopy.* A covering, usually of fabric, attached to and supported by a wall and/or a set of poles or posts, which is open on at least three (3) sides.

*Carport.* A roofed structure providing space for the parking of vehicles which is open on at least two (2) sides.

*Certificate of appropriateness.* A certificate issued by the Cape Girardeau Historic Preservation Commission authorizing an alteration, construction, removal, or demolition affecting any exterior architectural feature of a local historic district or landmark.

*City manager.* The city manager of the City of Cape Girardeau, Missouri, or his or her designee.

*Cluster subdivision.* A development design technique concentrating buildings in specific areas on a site to allow the remaining land to be used for recreation, common open space, and preservation of environmentally sensitive features.



*Commercial recreation facility.* A commercial facility providing, as a main source of revenue, one (1) or more recreation activities such as billiards, bowling, miniature golf, video games, bouncing on trampolines or inflatable surfaces, or other activities of a similar nature. This term shall not include an amusement park, casino or other gambling facility, or venue of a sporting event.

*Concentrated animal feeding operation (CAFO).* A concentrated animal feeding operation (CAFO) as defined by the U.S. Environmental Protection Agency.

*Construction.* The act of adding to an existing structure or the erection of a new principal or accessory structure on a lot or property.

*Conversion.* The alteration or adaptive reuse of a structure to accommodate uses for which it was not originally designed or constructed. Examples include, but are not limited to, converting a warehouse into a restaurant, or converting an office building into residential apartments.

*Council.* The city council of the City of Cape Girardeau, Missouri.

*Day care, commercial.* A non-residential building, in which care is provided for people who cannot be fully independent, such as children or elderly people, for only part of the day.

*Day care, home.* An owner-occupied dwelling, in which care is provided for people who cannot be fully independent, such as children or elderly people, for only part of the day.

*Demolition.* Destruction or removal of a structure or a part thereof. As it pertains to historic landmarks and districts, this term shall also include any act or process which affirmatively destroys, in part or in whole, a landmark or a structure within a historic district, or which affirmatively threatens to destroy a landmark or a structure within a historic district.

*Density.* The number of dwelling units per acre.

*Designation, historic.* The identification and registration of properties meeting the criteria established by the city or the state for the preservation of significant historic and prehistoric resources within the city.

*District.* A section of the city for which the regulations governing the use of buildings and premises, the height of buildings, the size of yards, and the intensity of use are uniform.

*Dock.* The location in the City of Cape Girardeau authorized under RSMo § 313.800 et seq., where an excursion gambling boat moors for the purpose of embarking passengers for and disembarking passengers from a gambling excursion; or where an excursion gambling boat is continuously docked; or where a floating facility for gambling purposes is more or less continuously moored; or where pleasure or fishing boats are moored for any period of time.

*Drive-thru facility.* A facility consisting of at least one (1) ordering window or station with a designated lane, providing goods or services to customers while in their vehicles without having to park.

*Duplex.* See "dwelling, two-family."

*Dwelling.* Any building or portion thereof which is designed and used exclusively for residential purposes.

*Dwelling, multifamily.* A building having accommodations for and occupied exclusively by more than two (2) families with no more than two (2) unrelated persons per bedroom.

*Dwelling, single-family.* A building having accommodations for and occupied exclusively by one (1) family.

*Dwelling, two-family.* A building having accommodations for and occupied by two (2) families.

*Exterior architectural appearance.* The architectural character and general composition of the exterior of a structure, including, but not limited to, the kind, color and texture of the building material, and the type, design and character of all windows, doors, light fixtures, and signs.

*Excursion gambling boat or floating gambling facility.* A boat, ferry, barge, or similar structure licensed by the Missouri Gaming Commission on which gambling games are allowed.

*Family.*

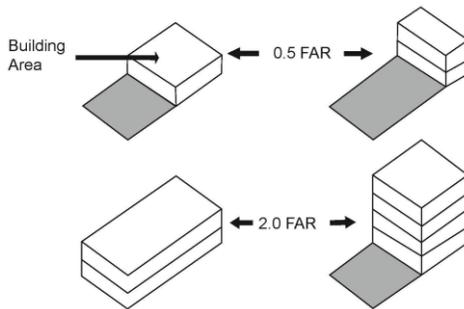
- a. One (1) or more persons related by blood, marriage, adoption or custodial relationship living as a single housekeeping unit, plus up to two (2) domestic servants; or
- b. Three (3) or fewer unrelated persons, including any domestic servants, living as a single housekeeping unit; or
- c. Two (2) unrelated persons, plus their biological, adopted or foster children or other minors, for whom they have legally established custodial responsibility, plus up to two (2) domestic servants, living as a single housekeeping unit.

The term "family" shall not be construed to mean a fraternity, sorority, club or institutional-group.

*Farming activity.* Any activity directly associated with the growing and harvesting of crops or the raising of livestock. This term shall not include a commercial feedlot, stockyard or other confinement operation, or commercial slaughterhouse.

*Fence.* Any artificially constructed barrier of any material or combination of materials erected to enclose or screen areas of land.

*Floor area ratio (FAR).* The gross floor area of all buildings on a lot divided by the lot area on which the building or buildings are located.



*Foster home.* A private dwelling licensed by the State of Missouri to provide foster care to seven (7) or fewer children who are not related to the foster parent(s) by blood, marriage, or adoption.

*Freight terminal.* A centralized facility for the mass loading and unloading of freight to and from trucks, railcars, barges, aircraft, or other freight transportation systems.

*Frontage.* A side of a lot or structure contiguous to or directly facing a street.

*Funeral home.* An establishment in which deceased bodies are prepared for burial or cremation and in which wakes and funerals may be held.

*Gambling excursion.* The time during which gambling games may be operated on an excursion gambling boat or floating facility whether docked or during a cruise.

*Garage, private.* An accessory building or part thereof, or a portion of a main building, designed or used for the storage of vehicles used by the occupants of the property.

*Governmental facility.* A facility operated by or for a governmental entity.

*Guest house.* An accessory structure located on a lot with a single-family detached dwelling and which has been designed or constructed, originally or by alteration, so that it may be used as a dwelling by guests of the lot owner.

*Heavy manufacturing and industrial facility.* A facility engaging in one (1) or more of the following activities: the manufacture of large or heavy articles; or the extraction, processing, or bulk storage of raw or hazardous materials. This term shall not include a foundry, smelter, steel mill, sulfur plant, rubber reclamation plant, commercial slaughterhouse, meat packing or rendering facility, or any facility producing or processing explosives or flammable gases or liquids.

*Historic district, local.* An area designated as a "local historic district" by ordinance of the city council, pursuant to section 30-352 of this chapter.

*Historic landmark, local.* A property or structure designated as a "local historic landmark" by ordinance of the city council, pursuant to section 30-352 of this chapter.

*Hobby farm.* A small farm operated for pleasure rather than for income.

*Home occupation.* Any commercial activity, whether or not for financial gain, conducted in or directed from a residential dwelling unit by one (1) or more family members residing within that dwelling unit.

*Home for physically, mentally, or developmentally disabled people.* A dwelling occupied by eight (8) or fewer physically, mentally, or developmentally disabled people, with up to two (2) additional people acting as house parents or guardians who need not be related to each other or any of the residents.

*Hospital.* A facility providing emergency or inpatient medical care for sick or injured people.

*Hotel.* Any structure, or building, under one (1) management, which contains a room or rooms furnished for the accommodation or lodging of guests, with or without meals being provided, and kept,

used, maintained, advertised or held out to the public as a place where sleeping accommodations are sought for pay or compensation to transient guests or permanent guests.

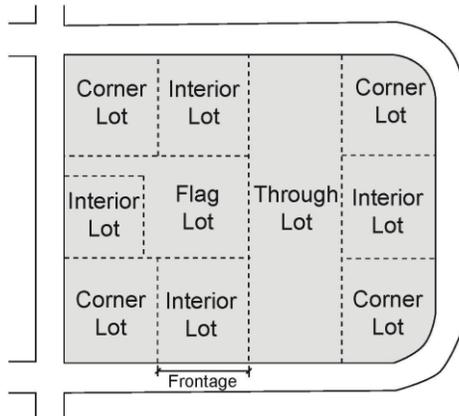
*Infill development.* New construction on vacant or underutilized parcels of land, or clearance and redevelopment to replace dilapidated or deteriorated structures.

*Kennel.* An establishment licensed to operate a facility housing dogs, cats, or other household pets and where grooming, breeding, boarding, training, or selling of animals is conducted as a business, or by a not-for-profit organization.

*Light manufacturing and industrial facility.* A facility manufacturing small or light articles. This term shall not include any facility engaging in the extraction, processing, or bulk storage of raw or hazardous materials, or any of the following: foundry, smelter, steel mill, sulfur plant, rubber reclamation plant, commercial slaughterhouse, meat packing or rendering facility, or any facility producing or processing explosives or flammable gases or liquids.

*Loading space.* An off-street space used for the transient parking of vehicles while loading or unloading materials, products, or supplies.

*Lot.* A tract of land having its own distinct metes and bounds legal description as part of a deed of record, or platted as a lot as part of a subdivision of record.



*Lot area.* The horizontal surface area of the land within a lot boundary.

*Lot, corner.* A lot abutting two (2) or more intersecting streets.

*Lot depth.* The mean horizontal distance between the front and rear lot lines.

*Lot, flag.* A lot which is recessed and situated behind another lot except for a narrow portion extending to a street.

*Lot, interior.* A lot abutting no more than one (1) street.

*Lot line.* A line representing the boundary of a lot on one (1) side.

*Lot line, front.* A lot line which is contiguous to, or located in, a street.

*Lot line, rear.* A lot line which is opposite a front lot line or, in the case of a corner lot, opposite the shortest front lot line.

*Lot line, side.* A lot line which is neither a front lot line nor a rear lot line.

*Lot of record.* A lot which is part of a subdivision, the plat of which was recorded in the office of the county recorder; or a tract of land, the deed to which was recorded in the office of the county recorder, prior to the original adoption of this ordinance on December 20, 1967.

*Lot, through.* A lot abutting two (2) or more non-intersecting streets.

*Lot width.* The horizontal distance between two (2) lot lines as measured at the front yard setback line.

*Manufactured business unit (mobile business unit).* A factory-built structure or structures which, in the traveling mode, is eight (8) body feet or more in width or forty (40) body feet or more in length, or, when erected on-site, contains three hundred twenty (320) or more square feet, equipped with the necessary service connections and made so as to be readily movable as a unit or units on its or their own running gear and designed to be used for nonresidential purposes with or without a permanent foundation, and which may be moved from time to time.

Manufactured business units (mobile business units) are those factory-built structures manufactured under the authority of the Federal Manufactured Home Construction and Safety Standards Acts, effective June 15, 1976, and must carry a seal of approval of the U.S. Department of Housing and Urban Development (HUD) as required by the Missouri Public Service Commission.

This term shall also include units defined as above if such units are in two (2) or more separately towable components designed to be joined into one (1) integral unit capable of being again separated into components capable of repeated towing and includes two (2) or more manufactured business units joined into a single business unit which are kept on separate chassis for repeated towing.

*Manufactured home (mobile home).* A factory built structure or structures which, in traveling mode, is eight (8) body feet or more in width or forty (40) body feet in length, or, when erected on-site, contains three hundred twenty (320) or more square feet, equipped with the necessary service connections and made so as to be readily movable as a unit or units on its or their own running gear and designed to be used as a dwelling unit or units with or without a permanent foundation, and which may be moved from time to time.

Manufactured homes (mobile homes) are those factory-built structures manufactured under the authority of the Federal Manufactured Home Construction and Safety Standards Act, effective June 15, 1976, and must carry a seal of approval of the U.S. Department of Housing and Urban Development (HUD) as required by the Missouri Public Service Commission.

This term shall also include units defined as above if such units are in two (2) or more separately towable components designed to be joined into one (1) integral unit capable of being again separated into the components capable of repeated towing and includes two (2) or more manufactured home units joined into a single residential unit which are kept on separate chassis for repeated towing.

*Manufactured home (mobile home) park.* A parcel of land which has been developed for the placement of more than one (1) manufactured home (mobile home).

*Microbrewery.* A business whose primary activity is the brewing and selling of beer, with an annual production of ten thousand (10,000) barrels or less (one (1) barrel of beer yields two (2) common fifteen and one-half-gallon kegs).

*Mortuary.* A place where deceased bodies are kept before burial or cremation.

*Motel.* See hotel.

*Noncommercial neighborhood facility.* A private, noncommercial facility primarily serving the neighborhood in which it is located, such as a swimming pool, tennis court, playground, office for a neighborhood or property owners association, or maintenance building.

*Nursing home.* A facility providing full-time residential accommodations and professional health care for three (3) or more elderly or infirm people. This term shall not include a hospital.

*Of record.* Recorded in the office of the county recorder for the county in which the property is located.

*Office.* A building or portion thereof used as a workplace primarily for business or administrative purposes. This term shall not include any establishment primarily engaging in the handling of goods or any of the following activities: recreation, entertainment, eating, drinking, boarding of people or animals, or salon or spa services.

*Open space.* Any space on a lot unobstructed to the sky except for ordinary architectural projections, such as cornices and eaves. This term shall not include any area covered by a building, deck, porch, parking area, driveway, street, or any impervious surface, other than a sidewalk or trail.

*Owner of record.* The person, corporation or other legal entity listed as owner on the records of the county recorder of deeds.

*Parking lot.* An unenclosed area used for the transient parking of vehicles.

*Personal service establishment.* An establishment providing a service to a person, such as a barber shop, hair salon, nail salon, beauty or health spa, laundering or dry cleaning business, laundromat, tailoring business, small appliance or personal device repair business, packaging or shipping business, or other establishment of a similar nature. This term shall not include any establishment primarily engaging in the sale or rental of goods, such as restaurants, bars, and retail and rental establishments.

*Porch.* A roofed structure attached to a building and open on at least two (2) sides. A screened-in porch shall not be considered open.

*Property.* A lot or group of contiguous lots having the same ownership.

*Recreational vehicle.* A recreational motor vehicle as defined by RSMo § 301.010 or any vehicle or trailer as defined by RSMo § 301.010 which is designed, constructed, or substantially modified so that it may be used for the purposes of temporary housing quarters.

*Rehabilitation.* Returning a structure to a state of usefulness by replacement and alteration designed to encourage its continued usage while preserving exterior features of significant value. Examples include reconstruction of a porch, or removal and replacement of windows and doors.

*Renovation.* Refurbishing a structure so it conforms to minimum standards of sanitation, fire, and life safety, while preserving exterior features of significant value.

*Repair.* Any change that is not construction, removal or alteration.

*Residential treatment facility.* A facility providing full-time residential accommodations and professional therapeutic care for people with substance abuse, mental illness, or other behavioral problems.

*Restaurant.* An establishment where food and/or beverages are prepared and served directly to customers for consumption on or off the premises.

*Screening.* A device or material used to conceal one (1) element of a development from other elements or from adjacent or contiguous development. Screening may include one (1) or a combination of the following materials of sufficient mass to be opaque or that shall become opaque after twelve (12) months and which shall be maintained in an opaque condition: walls, berms, fences, or plantings.

*Senior citizen.* An individual over the age of sixty (60) years.

*Setback.* A distance from a street line or lot line within which principal and accessory structures are prohibited.

*Shipping container.* An intermodal freight container or other large container, in whole or in part, designed and manufactured for the reusable storage and transport of materials and products across different modes of transportation - from ship to rail to truck - without unloading and reloading its cargo.

*Significant property.* A property meeting the Secretary of the Interior's standards for evaluating properties for historic registration or designation.

*Site plan.* A drawing illustrating a proposed development and prepared in accordance with the specifications outlined in chapter 25.

*Stop work order.* An order issued by the city manager directing an owner, occupant, contractor or subcontractor to halt an action for which a certificate of appropriateness is required, and notifying the owner, occupant, contractor or subcontractor of the application process for a certificate of appropriateness.

*Story.* That portion of a building included between the surface of any floor and the surface of the floor next above it or, if there be no floor above it, then the space between the floor and the ceiling next above it.

*Story, half.* A space under a sloping roof which has the line of intersection of roof decking and wall face not more than three (3) feet above the top floor level, and in which space not more than sixty (60) percent of the floor area is finished off for use.

*Street.* All land dedicated for public or private street, highway, freeway or roadway purposes or subject to public or private easement therefore. This term shall not include an alley.

*Street, arterial.* A street or road of considerable continuity which serves or is intended to serve as a principal trafficway between separate areas or districts and which is the main means of access to the collector street system, highways, and expressways.

*Street, collector.* A street which, in addition to servicing abutting properties, intercepts local streets, connects with community facilities, and carries neighborhood traffic to the arterial street systems.

*Street line.* A dividing line between a lot and a contiguous street.

*Street, local.* A street designated to provide access to abutting property from collector and arterial streets.

*Street, private.* A street which is privately owned and affords a primary means of access to abutting property.

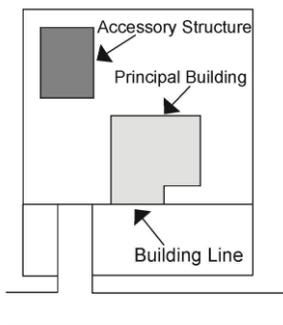
*Street, public.* A street dedicated to the public or held in fee simple title by the city which affords a primary means of access to abutting property.

*Street width.* The horizontal distance between the outside edges of a street's pavement, including any curbing and guttering, measured at right angles to the street's centerline.

*Structural alteration.* Any change in the supporting members of a building, such as bearing walls or partitions, columns, beams or girders, or any complete rebuilding of the roof or the exterior walls.

*Structure.* Anything constructed or erected, the use of which requires permanent location on or in the ground or attached to something having permanent location on the ground, including, but without limiting the generality of the foregoing: buildings, fences, gazebos, advertising signs, billboards, backstops for tennis courts, radio and television antennae and towers, and swimming pools.

*Structure, accessory.* A detached subordinate building, the use of which is incidental to and customary in connection with the principal building or use and which is located on the same lot with such principal building or use, and which is greater than one hundred fifty (150) square feet in size.



*Structure, contributing.* A structure which, by location, design, setting, materials, workmanship, feeling, or association, adds to a site's or district's sense of time and place or historical development.

*Structure, noncontributing.* A structure which detracts from a site's or district's sense of time and place or historical development; or a structure that has lost the integrity of its original design or individual architectural features; or a structure that cannot be feasibly rehabilitated due to extensive physical deterioration or structural damage.

*Structure, principal.* A main or primary structure on a lot.

*Subdivision.* The division of a parcel of land into two (2) or more lots, or other divisions of land.

*Telecommunication tower.* A structure designed and constructed for the support of one (1) or more antennas for telephone, radio and similar communication purposes, including self-supporting lattice towers, guyed towers, or monopole towers. This term shall include radio, television and transmission towers, microwave towers, common-carrier towers, cellular telephone towers, alternative tower structures, and the like, either constructed from the ground or located on top of a building. This term shall not include any tower or antenna under seventy (70) feet in height and is owned and operated by a federally-licensed amateur radio station operator or is used exclusively for receive only antennas. The height of the tower is defined as the distance measured from the lowest point of the base of the tower structure to the highest point on the tower, including the base pad when constructed from the ground and any antennas. This term shall also not include supervisory control and data acquisition (SCADA) antennas installed and operated by units of government.

*Townhouse.* A single-family dwelling constructed in a group of three (3) or more attached units in which each unit extends from the foundation to the roof and has open space on at least two (2) sides.

*Transit terminal.* A station or similar facility serving as the terminus of a bus, rail, or other transit route and having accommodations for the loading and unloading of passengers.

*Transitional housing.* A facility providing lodging to homeless people, with or without meals, for no more than thirty (30) consecutive days.

*Use, accessory.* A subordinate use which is incidental to and customary in connection with the principal building or use, and is located on the same lot with such principal building or use.

*Use, agricultural.* The use of land for agricultural purposes, including farming, dairying, pasturage, agriculture, horticulture, floriculture, viticulture, and animal and poultry husbandry and the necessary accessory uses for packing, treating, or storing the produce. The operation of any such accessory uses shall be secondary to normal agricultural activities.

*Use, nonconforming.* Any building or land lawfully occupied by a use at the time of passage of this ordinance or amendment thereto, which does not conform after the passage of this chapter or amendment thereto with the use regulations of the district in which it is situated.

*Use, permitted.* A use permitted by right, or a special use.

*Use permitted by right.* A use of land which is permitted in a particular zoning district, without a special use permit.

*Use, principal.* A main or primary use of land.

*Use, special.* A use of land not permitted by right in a particular zoning district, but permitted upon approval of a special use permit in accordance with section 30-401, supplemental regulations.

*Vehicle fueling facility.* A facility dispensing gasoline, diesel, or other fuel to motor vehicles.

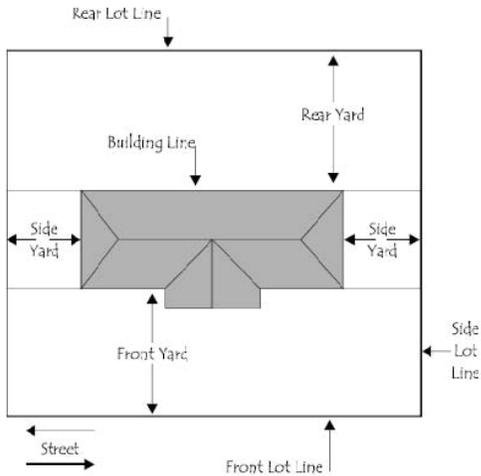
*Vehicle service or repair facility.* A facility equipping, lubricating, servicing or repairing motor vehicles, including the installation of parts and accessories; the rebuilding, replacing and the installing of motors, transmissions, drive trains, exhaust systems, upholstery, brakes, radiators, and similar components. This term shall not include the dismantling or extended storage of wrecked vehicles, nor tire recapping, nor vehicle body work or painting, nor the open storage of rental vehicles or trailers.

*Yard.* Any portion of a lot not occupied by a principal structure.

*Yard, front.* A yard extending along the frontage of a lot, and being the minimum horizontal distance between the street line and the nearest principal structure or any projections thereof other than the ordinary projection of unenclosed features such as steps, balconies, porches, or decks. In the case of a lot without a principal structure, this term shall mean the area between the street line and the front setback line.

*Yard, rear.* A yard which is opposite a front yard or, in the case of a corner lot, opposite the front yard having the shortest frontage, and being the minimum horizontal distance between the rear lot line and the nearest principal structure or any projections thereof other than the ordinary projection of unenclosed features such as steps, balconies, porches, or decks. In the case of a lot without a principal structure, this term shall mean the area between the rear lot line and the rear setback line.

*Yard, side.* A yard which is neither a front yard nor a rear yard, and being the minimum horizontal distance between the side lot line and the nearest principal structure or any projections thereof other than the ordinary projection of unenclosed features such as steps, balconies, porches, or decks. In the case of a lot without a principal structure, this term shall mean the area between the side lot line and the side setback line.



Sec. 30-412. - Guest houses.

Guest houses shall be subject to the following requirements:

- (a) No more than one (1) guest house shall be permitted per lot.
- (b) No guest house shall exceed eight hundred (800) square feet in floor area.
- (c) No guest house shall be located in a front yard.
- (d) The exterior architectural design of a guest house shall be compatible with the exterior architectural design of the single-family detached dwelling on the same lot, as determined by the city manager.
- (e) A guest house shall only be used by the lot owner, their nonpaying guests, or their domestic employees. Prior to occupancy of a guest house, the lot owner shall submit to the city manager a copy of a recorded deed restriction that prohibits the guest house from being used as a rental dwelling.
- (f) No guest house shall be occupied unless the single-family detached dwelling on the same lot is occupied by the lot owner.

**Staff:** Ryan Shrimplin, AICP - City  
**Agenda:** Planner  
4/15/2019

**AGENDA REPORT**  
Cape Girardeau City Council

**19-071**

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**SUBJECT**

An Ordinance approving the Record Plat of Haarig Development Subdivision.

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**EXECUTIVE SUMMARY**

The attached ordinance approves a record plat for a two-lot subdivision at the southeast corner of South Sprigg Street and Good Hope Street.

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**BACKGROUND/DISCUSSION**

A record plat has been submitted for Haarig Development Subdivision, located at the southeast corner of South Sprigg Street and Good Hope Street. The property is zoned CBD, Central Business District with the DCC, Downtown Commercial Corridor Overlay District. The plat subdivides a tract into two lots. An exception is shown for the omission of the required 10 foot utility easement along the front and rear lot lines of both lots. Staff supports the exception because both lots contain existing buildings located at or near the lot line.

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**STAFF RECOMMENDATION**

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

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**BOARD OR COMMISSION RECOMMENDATION**

The Planning and Zoning Commission, at its March 13, 2019 meeting, recommended approval of the record plat with a vote of 9 in favor, 0 in opposition, and 0 abstaining.

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**ATTACHMENTS:**

Name:	Description:
<a href="#">Record Plat Haarig Development Subdivision.doc</a>	Ordinance
<a href="#">Staff Review-Referral-Action Form.pdf</a>	Haarig Development Subdivision - Staff RRA Form
<a href="#">Map - Haarig Development Subdivision.pdf</a>	Haarig Development Subdivision - Map
<a href="#">Application - Haarig Development Subdivision Record Plat.pdf</a>	Haarig Development Subdivision - Application
<a href="#">boundary-rfj_real_estate-Survey.pdf</a>	Haarig Development Subdivision - Record Plat

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

FILE: **Harig Development Subdivision** LOCATION: SE Corner of S Sprigg St. & Good Hope St.

**STAFF REVIEW & COMMENTS:**

A record plat has been submitted which divides a parcel into two (2) lots at the southeast corner of South Sprigg Street and Good Hope Street. SEE STAFF REPORT FOR MORE DETAILS.

  
 \_\_\_\_\_  
 City Planner

2/28/19  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 City Attorney

FEBRUARY 28, 2019  
 \_\_\_\_\_  
 Date

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

  
 \_\_\_\_\_  
 City Manager

2/28/19  
 \_\_\_\_\_  
 Date

**Planning & Zoning Commission**

**RECOMMENDED ACTION:**

	Favor	Oppose	Abstain		Favor	Oppose	Abstain
Larry Dowdy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bruce Skinner	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jeff Glenn	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Doug Spooler	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kevin Greaser	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Ed Thompson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Derek Jackson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Tom Welch	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Patrick Koetting	<input 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 1<sup>st</sup> Reading \_\_\_\_\_ Ordinance 2<sup>nd</sup> & 3<sup>rd</sup> Reading: \_\_\_\_\_

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

# Haarig Development Subdivision







**Staff:** Alexander S. McElroy,  
**Agenda:** Development Services Director  
4/15/2019

**AGENDA REPORT**  
Cape Girardeau City Council

**19-073**

**SUBJECT**

An Ordinance accepting Permanent Sanitary Sewer and Utility Easements for Deerfield Estates Phase 2, located in the City of Cape Girardeau, MO from Drury Properties Inc. a corporation located in the county of Greene, of the state of Missouri.

**BACKGROUND/DISCUSSION**

**FINANCIAL IMPACT**

Drury Properties, Inc. a corporation located in the county of Greene, of the state of Missouri and owners of Deerfield Estates have donated the permanent sanitary sewer and utility easements to the City of Cape Girardeau.

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

The easements are necessary to grant the City the right to excavate, build, construct, operate, maintain, and repair the sanitary sewers and utilities and their related components in the easement areas.

**STAFF RECOMMENDATION**

Staff recommends Council approve the attached Ordinance accepting Permanent Sanitary Sewer and Utility Easements for Deerfield Estates Phase 2, located in the city of Cape Girardeau, MO from Drury Properties, Inc. a corporation located in the county of Greene, of the state of Missouri.

**ATTACHMENTS:**

Name:	Description:
<a href="#">Permanent Sewer and Utility Easements_Deerfield_(2).doc</a>	Ordinance
<a href="#">PSSU Easement 0-I55 0 Co Rd 313 91_(1).doc</a>	i55 0 co rd 313
<a href="#">PSSU Easement 0 CO RD 313.doc</a>	0 co rd 313

**PERMANENT SEWER AND UTILITY EASEMENT**  
**0 I-55 / 0 Co Rd 313**

KNOW ALL MEN BY THESE PRESENTS: **Drury Properties, Inc., A Corporation** located in the County Of Green, State Of Missouri, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the **CITY OF CAPE GIRARDEAU, MISSOURI**, a Municipal Corporation, hereinafter called the City, the right, privilege, permission and authority to enter on and upon the following described property, which is solely owned by the undersigned located in the City and County of Cape Girardeau, Missouri, to-wit:

PART OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at the northeast corner of Lot 88 of Deerfield Estates, Phase 1, in Document Number 2018-08851 of the Cape Girardeau County Land Records; thence North 77°58'42" West, 36.67 feet; thence North 55°13'58" West, 429.03 feet; thence North 64°11'49" East, 11.48 feet; thence South 55°13'58" East, 415.90 feet; thence North 34°46'02" East, 8.55 feet; thence South 77°58'42" East, 122.48 feet; thence North 09°15'55" East, 73.13 feet; thence South 80°44'05" East, 20.00 feet; thence South 09°15'55" West, 76.27 feet; thence South 77°58'42" East, 28.65 feet; thence North 02°09'44" East, 121.50 feet; thence South 87°50'16" East, 20.00 feet; thence South 02°09'44" West, 124.97 feet; thence South 77°58'42" East, 191.71 feet; thence South 21°17'13" East, 196.41 feet; thence South 68°42'47" West, 20.00 feet; thence North 21°17'13" West, 31.50 feet; thence South 77°58'42" East, 11.97 feet; thence North 21°17'13" West, 166.08 feet; thence North 77°58'42" West, 201.47 feet; thence South 12°01'18" West, 7.83 feet; thence North 77°58'42" West, 140.00 feet to the Point of Beginning and containing 15,912 square feet, more or less.

Said right, privilege, permission and authority to enter in and upon said property above described is granted for the purpose of enabling the City, its agents, servants, and assigns to use said property to excavate, build, maintain, construct, operate, and repair utilities and sewer lines and the related components from time to time, in, on, upon, or across said described property, and maintain with all the useful, necessary and proper adjuncts, appurtenances, and appliances in connection therewith. This easement and the right, privilege, permission and authority herein granted are perpetual and shall run with the land.

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

*[Remainder of page intentionally left blank. Signature page to follow]*



GIS COGO info

#	Description
1	Straight Direction: N 77-58-42 W Distance: 36.67
2	Straight Direction: N 55-13-58 W Distance: 429.03
3	Straight Direction: N 64-11-49 E Distance: 11.48
4	Straight Direction: S 55-13-58 E Distance: 415.9
5	Straight Direction: N 34-46-2 E Distance: 8.55
6	Straight Direction: S 77-58-42 E Distance: 122.48
7	Straight Direction: N 9-15-55 E Distance: 73.13
8	Straight Direction: S 80-44-5 E Distance: 20
9	Straight Direction: S 9-15-55 W Distance: 76.27
10	Straight Direction: S 77-58-42 E Distance: 28.65
11	Straight Direction: N 2-9-44 E Distance: 121.5
12	Straight Direction: S 87-50-16 E Distance: 20
13	Straight Direction: S 2-9-44 W Distance: 124.97
14	Straight Direction: S 77-58-42 E Distance: 191.71
15	Straight Direction: S 21-17-13 E Distance: 196.41
16	Straight Direction: S 68-42-47 W Distance: 20
17	Straight Direction: N 21-17-13 W Distance: 31.5
18	Straight Direction: S 77-58-42 E Distance: 11.97
19	Straight Direction: N 21-17-13 W Distance: 166.08
20	Straight Direction: N 77-58-42 W Distance: 201.47
21	Straight Direction: S 12-1-18 W Distance: 7.83
22	Straight Direction: N 77-58-42 W Distance: 140



**Staff:** Alexander S. McElroy,  
**Agenda:** Development Services Director  
4/15/2019

**AGENDA REPORT**  
Cape Girardeau City Council

**19-074**

**SUBJECT**

An Ordinance accepting four Permanent Sanitary Sewer and Utility Easements for Kensington Place Phase One, located in the city of Cape Girardeau, MO from Drury Property, Inc. and Drury Southwest, Inc.

**BACKGROUND/DISCUSSION**

**FINANCIAL IMPACT**

The Drury owners of Kensington Place Phase One have donated the Permanent Sanitary Sewer and Utility Easements to the City of Cape Girardeau.

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

The easements are necessary to grant the City the right to excavate, build, construct, operate, maintain, and repair the sanitary sewers and utilities and their related components in the easement areas.

**STAFF RECOMMENDATION**

Staff recommends Council approve the attached Ordinance accepting Permanent Sanitary Sewer and Utility Easements for Kensington Place Phase One, located in the city of Cape Girardeau, MO from various property owners.

**ATTACHMENTS:**

Name:	Description:
<a href="#">Permanent Sewer and Utility Easements (4) Kensington Place.doc</a>	Ordinance
<a href="#">PSSU Easement Deerfield Inc 0 Kingston North.doc</a>	0 Kingston North
<a href="#">PSSU Easement Deerfield Inc 0 Kingston South.doc</a>	0 Kingston South
<a href="#">PSSU Easement Deerfield Inc 535 Deerfield Ln.doc</a>	0 Deerfield 535 Deerfield
<a href="#">PSSU Easement 0 CO RD 313 6077 CO RD 313.doc</a>	0 Co Rd 313 & 6077 Co Rd 313

**PERMANENT SEWER AND UTILITY EASEMENT  
0 Kingston Ave North**

KNOW ALL MEN BY THESE PRESENTS: **Drury Properties, Inc., A Corporation** located in the County Greene, State Of Missouri, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the **CITY OF CAPE GIRARDEAU, MISSOURI**, a Municipal Corporation, hereinafter called the City, the right, privilege, permission and authority to enter on and upon the following described property, which is solely owned by the undersigned located in the City and County of Cape Girardeau, Missouri, to-wit:

THAT PART OF LOT #2 OF KENSINGTON PLACE - PHASE ONE AS RECORDED IN PLAT BOOK 24 AT PAGE 2 OF THE LAND RECORDS OF CAPE GIRARDEAU COUNTY , MISSOURI, ALSO RECORDED IN DEED DOCUMENT NO. 2008-01829 OF THE LAND RECORDS OF SAID COUNTY IN THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 31 NORTH, RANGE 13 EAST, IN THE COUNTY OF CAPE GIRARDEAU, THE STATE OF MISSOURI, DESCRIBED AS FOLLOWS:

Commence at the Northwest corner of a property recorded in the Land Records of Cape Girardeau County, Missouri in Deed Document No. 2006-12426; Thence North 00°50'33" West, 304.40 feet, to the point of beginning; Thence continue North 00°50'33" West, 10.00 feet; Thence North 89°01'02" East, 245.18 feet; Thence along the arc of a tangent curve to the left, having a radius of 125.00 feet and a length of 63.24 feet, ( the chord of said arc bears North 74°31'22" East, 62.57 feet); Thence North 60°01'42" East, 283.62 feet; Thence along the arc of a tangent curve to the right, having a radius of 40.00 feet and a length of 62.83 feet, ( the chord of said arc bears South 74°58'18" East, 56.57 feet); thence South 29°58'18" East, 86.40 feet; Thence along the arc of a tangent curve to the right, having a radius of 59.50 and a length of 50.49 feet, ( the chord of said arc bears South 05°39'47" East, 48.99 feet); Thence South 60°01'42" West, 17.95 feet; Thence along the arc of a non-tangent curve to the Northwest, being concave to the Northeast, having a radius of 49.50 and a length of 55.64 feet, ( the chord of said arc bears North 02°13'56" East, 52.76 feet); Thence North 29°58'18" West, 86.40 feet; Thence along the arc of a tangent curve to the left, having a radius of 30.00 feet and a length of 47.12 feet, ( the chord of said arc bears North 74°58'18" West, 42.43 feet); Thence South 60°01'42" West, 338.48 feet; Thence South 00°49'59" East, 280.96 feet; Thence South 30°16'17" East, 16.61 feet; Thence South 89°10'16" West, 28.13 feet; Thence North 30°16'17" West, 9.22 feet; Thence North 00°49'59" West, 297.01 feet; Thence South 89°01'02" West, 238.16 feet to the point of beginning and containing 15,585 square feet, or 0.36 acres, more or less.

Said right, privilege, permission and authority to enter in and upon said property above described is granted for the purpose of enabling the City, its agents, servants, and assigns to use said property to excavate, build, maintain, construct, operate, and repair utilities and sewer lines and the related components from time to time, in, on, upon, or across said described property, and maintain with all the useful, necessary and proper adjuncts, appurtenances, and appliances in connection therewith. This easement and the right, privilege, permission and authority herein granted are perpetual and shall run with the land.



**PERMANENT SEWER AND UTILITY EASEMENT**  
**0 Kingston Ave South**

KNOW ALL MEN BY THESE PRESENTS: **Drury Properties, Inc., A Corporation** located in the County Greene, State Of Missouri, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the **CITY OF CAPE GIRARDEAU, MISSOURI**, a Municipal Corporation, hereinafter called the City, the right, privilege, permission and authority to enter on and upon the following described property, which is solely owned by the undersigned located in the City and County of Cape Girardeau, Missouri, to-wit:

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Commence at the Northwest corner of a property recorded in the Land Records of Cape Girardeau County, Missouri in Deed Document No. 2006-12426; Thence North 00°50'33" West, 304.40 feet, to the point of beginning; Thence continue North 00°50'33" West, 10.00 feet; Thence North 89°01'02" East, 245.18 feet; Thence along the arc of a tangent curve to the left, having a radius of 125.00 feet and a length of 63.24 feet, ( the chord of said arc bears North 74°31'22" East, 62.57 feet); Thence North 60°01'42" East, 283.62 feet; Thence along the arc of a tangent curve to the right, having a radius of 40.00 feet and a length of 62.83 feet, ( the chord of said arc bears South 74°58'18" East, 56.57 feet); thence South 29°58'18" East, 86.40 feet; Thence along the arc of a tangent curve to the right, having a radius of 59.50 and a length of 50.49 feet, ( the chord of said arc bears South 05°39'47" East, 48.99 feet); Thence South 60°01'42" West, 17.95 feet; Thence along the arc of a non-tangent curve to the Northwest, being concave to the Northeast, having a radius of 49.50 and a length of 55.64 feet, ( the chord of said arc bears North 02°13'56" East, 52.76 feet); Thence North 29°58'18" West, 86.40 feet; Thence along the arc of a tangent curve to the left, having a radius of 30.00 feet and a length of 47.12 feet, ( the chord of said arc bears North 74°58'18" West, 42.43 feet); Thence South 60°01'42" West, 338.48 feet; Thence South 00°49'59" East, 280.96 feet; Thence South 30°16'17" East, 16.61 feet; Thence South 89°10'16" West, 28.13 feet; Thence North 30°16'17" West, 9.22 feet; Thence North 00°49'59" West, 297.01 feet; Thence South 89°01'02" West, 238.16 feet to the point of beginning and containing 15,585 square feet, or 0.36 acres, more or less.

Said right, privilege, permission and authority to enter in and upon said property above described is granted for the purpose of enabling the City, its agents, servants, and assigns to use said property to excavate, build, maintain, construct, operate, and repair utilities and sewer lines and the related components from time to time, in, on, upon, or across said described property, and maintain with all the useful, necessary and proper adjuncts, appurtenances, and appliances in connection therewith. This easement and the right, privilege, permission and authority herein granted are perpetual and shall run with the land.

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

IN WITNESS WHEREOF, the undersigned has executed this easement this \_\_\_\_\_ day of \_\_\_\_\_, 2019

**Drury Properties, Inc.**

\_\_\_\_\_

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

BE IT REMEMBERED, that on this \_\_\_\_ day of \_\_\_\_\_, 2019 before me, the undersigned notary public, personally appeared, \_\_\_\_\_, who being by me duly sworn, did state that he is authorized to sign for **Drury Properties, Inc., A Corporation located in the County Of Greene, State Of Missouri**, and that the within instrument was executed on behalf of \_\_\_\_\_, and acknowledged that he has executed the same for the purposes therein contained.

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

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

My Commission Expires:

\_\_\_\_\_

**PERMANENT SEWER AND UTILITY EASEMENT  
0 Deerfield Ln/535 Deerfield Ln**

KNOW ALL MEN BY THESE PRESENTS: **Drury Southwest, Inc., A Corporation** located in the County Cape Girardeau, State Of Missouri, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the **CITY OF CAPE GIRARDEAU, MISSOURI**, a Municipal Corporation, hereinafter called the City, the right, privilege, permission and authority to enter on and upon the following described property, which is solely owned by the undersigned located in the City and County of Cape Girardeau, Missouri, to-wit:

THAT PART OF U.S.P.S. 2241 AND A PROPERTY LISTED IN DEED BOOK 526 AT PAGE 532 OF THE LAND RECORDS OF CAPE GIRARDEAU COUNTY IN THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 31 NORTH, RANGE 13 EAST, IN THE COUNTY OF CAPE GIRARDEAU, THE STATE OF MISSOURI, DESCRIBED AS FOLLOWS:

Commence at the Northwest corner of a property recorded in the Land Records of Cape Girardeau County, Missouri in Deed Document No. 2006-12426; Thence, along the West line of said property, South 00°50'33" East, 811.67 feet, to a found Cotton Picker Spindle; Thence along the South line of said property North 89°10'16" East, 341.74 feet, to a found 1/2" iron rod; Thence, along the East line of said property, North 51°54'43" East, 349.18 feet, to the point of beginning: Thence North 51°54'39" East, 16.61 feet; Thence South 63°30'02" East, 41.87 feet; Thence North 54°55'06" East, 112.05 feet; Thence North 54°22'42" East, 345.90 feet; Thence North 39°51'19" East, 231.46 feet; Thence North 24°14'38" East, 207.06 feet; Thence South 89°11'25" West, 74.27 feet; Thence North 21°01'30" East, 16.16 feet; Thence North 89°11'25" East, 82.65 feet; Thence South 65°45'22" East, 13.32 feet; Thence South 24°14'38" West, 229.49 feet; Thence South 39°51'19" West, 236.75 feet; Thence South 54°22'42" West, 239.82 feet; Thence North 35°37'18" West, 5.00 feet; Thence South 54°22'42" West, 108.62 feet; Thence South 54°55'06" West, 125.03 feet; Thence South 59°00'01" West, 240.98 feet; Thence South 40°33'03" West, 39.27 feet; Thence South 25°34'20" West, 176.73 feet; Thence South 13°44'09" West, 385.45 feet; Thence South 30°31'37" East, 152.02 feet; Thence South 88°36'14" West, 17.17 feet; Thence North 30°31'37" West, 149.76 feet; Thence North 13°44'09" East, 393.10 feet; Thence North 25°34'20" East, 180.26 feet; Thence North 40°33'03" East, 43.68 feet; Thence North 59°00'01" East, 237.94 feet; Thence North 63°30'02" West, 40.49 feet to the point of beginning and containing 34,288 square feet, or 0.79 acres, more or less.

Said right, privilege, permission and authority to enter in and upon said property above described is granted for the purpose of enabling the City, its agents, servants, and assigns to use said property to excavate, build, maintain, construct, operate, and repair utilities and sewer lines and the related components from time to time, in, on, upon, or across said described property, and maintain with all the useful, necessary and proper adjuncts, appurtenances, and appliances in connection therewith. This easement and the right, privilege, permission and authority herein granted are perpetual and shall run with the land.



**PERMANENT SEWER AND UTILITY EASEMENT  
0 CO RD 313 & 6077 CO RD 313**

KNOW ALL MEN BY THESE PRESENTS: **ROBERT A. DRURY REVOCABLE TRUST** dated November 1, 1996, as amended, **ROBERT A. DRURY, TRUSTEE**, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the **CITY OF CAPE GIRARDEAU, MISSOURI**, a Municipal Corporation, hereinafter called the City, the right, privilege, permission and authority to enter on and upon the following described property, which is solely owned by the undersigned located in the City and County of Cape Girardeau, Missouri, to-wit:

THAT PART U.S.P.S. NO. 2241 AND PART OF A PROPERTY LISTED IN DEED DOCUMENT NO. 2006-12426 OF THE LAND RECORDS OF CAPE GIRARDEAU COUNTY IN THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 31 NORTH, RANGE 13 EAST, IN THE COUNTY OF CAPE GIRARDEAU, THE STATE OF MISSOURI, DESCRIBED AS FOLLOWS:

Commence at the Northwest corner of a property recorded in the Land Records of Cape Girardeau County, Missouri in Deed Document No. 2006-12426; Thence along the North line of said tract, North 89°10'16" East, 242.64 feet, to the point of beginning; Thence North 89°10'16" East, 28.13 feet; Thence South 30°16'17" East, 98.25 feet; Thence South 50°56'05" East, 141.64 feet; Thence South 11°18'51" East, 346.02 feet; Thence South 63°30'02" East, 160.24 feet; Thence South 51°54'39" West, 16.61 feet; Thence North 63°30'02" West, 160.46 feet; Thence North 11°18'51" West, 347.97 feet; Thence North 50°56'05" West, 131.29 feet; Thence South 20°47'29" East, 104.66 feet; Thence South 69°12'31" West, 15.00 feet; Thence North 20°47'29" West, 120.35 feet; Thence North 30°16'17" West, 104.05 feet to the point of beginning and containing 13,994 square feet, or 0.32 acres, more or less.

Said right, privilege, permission and authority to enter in and upon said property above described is granted for the purpose of enabling the City, its agents, servants, and assigns to use said property to excavate, build, maintain, construct, operate, and repair utilities and sewer lines and the related components from time to time, in, on, upon, or across said described property, and maintain with all the useful, necessary and proper adjuncts, appurtenances, and appliances in connection therewith. This easement and the right, privilege, permission and authority herein granted are perpetual and shall run with the land.

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

*[Remainder of page intentionally left blank. Signature page to follow]*

IN WITNESS WHEREOF, the undersigned has executed this easement this \_\_\_\_\_ day of \_\_\_\_\_, 2019

**ROBERT A. DRURY REVOCABLE TRUST dated November 1, 1996, as amended, ROBERT A. DRURY, TRUSTEE**

\_\_\_\_\_

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

BE IT REMEMBERED, that on this \_\_\_\_ day of \_\_\_\_\_, 2019 before me, the undersigned notary public, personally appeared, \_\_\_\_\_, who being by me duly sworn, did state that he is authorized to sign for **ROBERT A. DRURY REVOCABLE TRUST dated November 1, 1996, as amended, ROBERT A. DRURY, TRUSTEE**, and that the within instrument was executed on behalf of \_\_\_\_\_, and acknowledged that he has executed the same for the purposes therein contained.

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

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

My Commission Expires:

\_\_\_\_\_

**Staff:** Ryan Shrimplin, AICP - City  
**Agenda:** Planner  
4/15/2019

**AGENDA REPORT**  
Cape Girardeau City Council

**19-076**

**SUBJECT**

A Resolution authorizing the City Manager to execute an Agreement with Catholic Charities of Southern Missouri, for Emergency Solutions Grant Funds from the Missouri Housing Development Commission.

**EXECUTIVE SUMMARY**

The attached resolution authorizes the City Manager to execute an agreement to provide Emergency Solutions Grant funds to the Catholic Charities of Southern Missouri.

**BACKGROUND/DISCUSSION**

The City was recently awarded a 2019 Emergency Solutions Grant from the Missouri Housing Development Commission (MHDC). The City requested \$150,000.00 in funds to be used by The Salvation Army, the Safe House for Women, Inc., Catholic Charities of Southern Missouri, and the Community Caring Council (including funds for administrative services by the City). The City was awarded \$144,357.20 in grant funds. MHDC approved \$7,000.00 in funds for The Salvation Army, \$40,757.20 for the Safe House for Women, Inc., \$46,400.00 for Catholic Charities of Southern Missouri, \$46,400.00 for the Community Caring Council, and \$3,800.00 for City administrative services. The agreement between the City and Catholic Charities of Southern Missouri, Inc. for the disbursement of the grant funds is attached.

**FINANCIAL IMPACT**

A 100% match is required for the administrative portion of the grant (\$3,800.00), which covers The Salvation Army, the Safe House for Women, Inc., Catholic Charities of Southern Missouri, and the Community Caring Council programs. The City of Cape Girardeau, the City of Jackson, and Cape Girardeau County will share the cost of the match.

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

The grant funds are used to support the operations of Catholic Charities of Southern Missouri, allowing continued and improved services for its clients.

**STAFF RECOMMENDATION**

Staff recommends approval of the resolution.

**ATTACHMENTS:**

Name:	Description:
<a href="#">CatholicCharities-Emer.Sol.Grant.Agree.2019.doc</a>	Resolution
<a href="#">Grant Agreement-Catholic Charities of Southern Missouri.pdf</a>	Grant Agreement -Catholic Charities of Southern Missouri

**Staff:** Ryan Shrimplin, AICP - City  
**Agenda:** Planner  
4/15/2019

**AGENDA REPORT**  
Cape Girardeau City Council

**19-77**

**SUBJECT**

A Resolution authorizing the City Manager to execute an Agreement with the Community Caring Council, for Emergency Solutions Grant Funds from the Missouri Housing Development Commission.

**EXECUTIVE SUMMARY**

The attached resolution authorizes the City Manager to execute an agreement to provide Emergency Solutions Grant funds to the Community Caring Council.

**BACKGROUND/DISCUSSION**

The City was recently awarded a 2019 Emergency Solutions Grant from the Missouri Housing Development Commission (MHDC). The City requested \$150,000.00 in funds to be used by The Salvation Army, the Safe House for Women, Inc., Catholic Charities of Southern Missouri, and the Community Caring Council (including funds for administrative services by the City). The City was awarded \$144,357.20 in grant funds. MHDC approved \$7,000.00 in funds for The Salvation Army, \$40,757.20 for the Safe House for Women, Inc., \$46,400.00 for Catholic Charities of Southern Missouri, \$46,400.00 for the Community Caring Council, and \$3,800.00 for City administrative services. The agreement between the City and the Community Caring Council for the disbursement of the grant funds is attached.

**FINANCIAL IMPACT**

A 100% match is required for the administrative portion of the grant (\$3,800.00), which covers The Salvation Army, the Safe House for Women, Inc., Catholic Charities of Southern Missouri, and the Community Caring Council programs. The City of Cape Girardeau, the City of Jackson, and Cape Girardeau County will share the cost of the match.

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

The grant funds are used to support the operations of the Community Caring Council, allowing continued and improved services for its clients.

**STAFF RECOMMENDATION**

Staff recommends approval of the resolution.

**ATTACHMENTS:**

Name:	Description:
<a href="#">CommunityCaringCouncil-Emer.Sol.Grant.Agree.2019.doc</a>	Resolution
<a href="#">Grant Agreement-Community Caring Council.pdf</a>	Grant Agreement-Community Caring Council

## AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between the City of Cape Girardeau, Missouri, a municipal corporation (hereinafter "City"), and the Catholic Charities of Southern Missouri (hereinafter "Catholic Charities of Southern Missouri").

WITNESSETH:

WHEREAS, the City has received Emergency Solutions Grant Funds from the Missouri Housing Development Commission; and

WHEREAS, the Catholic Charities of Southern Missouri has submitted a proposal to provide services to the homeless of Cape Girardeau County, which has been approved by the Missouri Housing Development Commission.

NOW THEREFORE, for and in consideration of their mutual covenants and promises hereinafter set forth, the City and Catholic Charities of Southern Missouri agrees as follows:

1. The Catholic Charities of Southern Missouri will provide the services outlined in its proposal, a copy of which is attached hereto and made a part of this agreement.
2. The Catholic Charities of Southern Missouri will provide all local cash and in-kind match as outlined in its proposal.
3. Upon presentation of proper documentation by the Catholic Charities of Southern Missouri, the City will reimburse the Catholic Charities of Southern Missouri for all costs, not to exceed Forty-Six Thousand Four Hundred Dollars and No Cents (\$46,400.00) incurred in providing services as outlined in the Catholic Charities of Southern Missouri proposal. In no event shall the Catholic Charities of Southern Missouri be paid from any City funds other than funds received by the City from the State of Missouri as part of an emergency solution grant.
4. Services provided under this agreement shall be completed no later than March 31, 2020.

5. The Catholic Charities of Southern Missouri agrees to comply with federal regulations applicable to Emergency Solutions Grant projects, including, but not limited to: conflict of interest, equal employment opportunity, Section 3, female employment, affirmative action, and lead-based paint prohibition.
6. The Catholic Charities of Southern Missouri agrees to cooperate with City in the City's compliance with all provisions of its Emergency Solutions Grant Agreement with the State of Missouri.
7. In addition to, and not in substitution for, other provisions of this agreement regarding the provision of the payment of operational costs for emergency shelters pursuant to the Emergency Solutions Grant Program, the Catholic Charities of Southern Missouri:
  - a. Represents that it is, or may be deemed to be, a religious or denominational institution or an organization operated for religious purposes which is supervised or controlled by or in connection with a religious or denominational institution or organization; and
  - b. Agrees that, in connection with such essential services and operational costs:
    1. It will not discriminate against any employee or applicant for employment on the basis of religion and will not deny employment or give preference in employment to persons on the basis of religion;
    2. It will not discriminate against any persons seeking emergency shelter and related services on the basis of religion and will not limit such services or give preference to persons on the basis of religion; and
    3. It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, or exert no other religious influence in the provision of services or the use of facilities or furnishings assisted in any way under this agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their properly authorized representatives.

CITY OF CAPE GIRARDEAU

\_\_\_\_\_  
Scott A. Meyer

City Manager

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
W. Eric Cunningham, City Attorney

CATHOLIC CHARITIES OF SOUTHERN MISSOURI

\_\_\_\_\_  
*Marsha Taylor*

\_\_\_\_\_  
MARSHA TAYLOR

(Typed Name & Title of Signer)

*Executive Director*



Strength, Dignity, Quality of Life  
**MISSOURI HOUSING**  
 DEVELOPMENT COMMISSION

**Mike Parson**  
 Governor

**Mike Kehoe**  
 Lieutenant Governor

**Eric Schmitt**  
 State Treasurer

**Josh Hawley**  
 Attorney General

**Jeffrey S. Bay**  
 Chairman

**Bill Miller**  
 Secretary-Treasurer

**Mark Elliff**  
 Commissioner

**Rick McDowell**  
 Commissioner

**Kip Stetzler**  
 Executive Director

**Kansas City**  
 920 Main St. Suite 1400  
 Kansas City, MO 64105  
 816-759-6600  
 Fax 816-759-6828

**St. Louis**  
 505 N. 7th Street  
 20th Floor, Suite 2000  
 St. Louis, MO 63101  
 314-877-1350  
 Fax 314-877-1360

Maura Taylor  
 Catholic Charities of Southern Missouri, Inc  
 424 E. Monastery Street  
 Springfield, MO 65807-6099

**2019 Emergency Solutions Grant Application**

ESG Grant Number: 19-714-EB3

Dear Maura Taylor,

Thank you for your 2019 application to the Emergency Solutions Grant Program. Your application has been approved in the amount of \$46400. Please note that final receipt of this award is contingent upon execution of a contract between MHDC and the Department of Social Services.

Street Outreach	\$0
Emergency Shelter	\$0
Homelessness Prevention	\$46400
Rapid Re-housing	\$0
HMIS	\$0
Administration	\$0
Match Waiver	\$0

**MANDATORY training will occur on January 16, 2019.**

During the training, your agency will receive grant agreements and all corresponding paperwork for your 2019 Emergency Solutions Grant Program, as well as receive guidance on the administration of your grant. Additional training registration details will be provided at a later date and sent to the contacts identified in the application.

January 16, 2019	Please register for 2019 ESG Funded Training webinar at:
9 AM – 12 PM	<a href="https://attendee.gotowebinar.com/register/6486913390517557250">https://attendee.gotowebinar.com/register/6486913390517557250</a>

If your agency requires application feedback or you have any other questions, please contact the program administrator Brooke Anderson at [brooke.anderson@mhdc.com](mailto:brooke.anderson@mhdc.com). All requests for feedback must be submitted via email on or before January 31, 2019. We look forward to working with you during this upcoming grant year.

Sincerely,

Sarah Parsons  
 Community Initiatives Manager  
 Missouri Housing Development Commission

## **RIDER A**

### **ATTACHED TO AND MADE A PART OF**

### **EMERGENCY SOLUTIONS GRANT**

### **HOUSING SERVICES GRANT AGREEMENT**

#### **PROGRAM COMPONENT: RAPID RE-HOUSING**

##### **Additional Representations, Covenants and Warranties by Grantee:**

8. Grantee agrees that use of HMIS or a comparable database is required under this Agreement.
9. Grantee agrees to submit the following properly completed documents to MHDC prior to the distribution of any ESG Funds:
  - a. Original Executed Grant Agreement including all exhibits, riders and attachments
  - b. Direct deposit form (CI-100) with voided check
  - c. Authorized Signature Card (CI-101)
  - d. Site Contact Form (CI-102)
  - e. Program Guidelines Certification
  - f. Program Guidelines
  - g. Current Certificate of Insurance
  - h. MOU from E-Verify
  - i. United Way 211 Registration Documentation
  - j. Part 58 Environmental Review Exemption or Categorical Exclusion Form
10. Grantee agrees to collect, create or cause to be created, keep, and maintain records, which records shall be stored and kept by Grantee pursuant to MHDC and DSS policies as well as ESG Interim Rule Subpart F-Grant Administration 24 CFR 576.500 (Recordkeeping and Reporting Requirements) and agrees to require the same from its sub-grantees. Required records shall be subject to Monitoring Activities and shall include, but are not limited to, the following categories of documents:
  - a. Program guidelines for the administration of the ESG Program
  - b. Documentation of initial evaluation to determine the eligibility of each individual or family's eligibility for ESG program
  - c. Documentation of annual re-evaluation of participant's eligibility
  - d. Documentation of homeless status
  - e. Documentation of ineligibility for each individual or family determined ineligible for ESG program
  - f. Documentation of annual income at annual re-evaluation
  - g. Documentation of services and assistance provided to each program participant
  - h. Documentation that the provision of services or assistance are eligible under the program component
  - i. Documentation of client need for assistance
  - j. Documentation of compliance with termination of assistance requirement
  - k. Documentation of use of local coordinated entry system through referral or turn-away documentation
  - l. Lease and rental assistance agreements for the provision of rental assistance
  - m. Documentation of payments made to owners for the provision of rental assistance
  - n. Documentation of rent reasonableness and fair market rent for all housing units
  - o. Documentation of compliance with shelter and housing standards
  - p. Documentation of case management services
  - q. Documentation of housing plan for stability in permanent housing
  - r. Documentation of connecting participants to mainstream and other resources for supportive services
  - s. Documentation of types of services and/or assistance provided and amounts spent on services and/or assistance
  - t. Documentation of source and use of contributions made to satisfy matching requirement
  - u. Supporting documentation for all costs charged to ESG grant
  - v. Documentation of ID for all program participants 18 and older
  - w. Documentation of Social Security Number for each program participant
  - x. Documentation of Social Security Number for all salary payments
  - y. MHDC Consent Form
11. Grantee agrees that Eligible Expenses will be limited to the costs incurred by Grantee and its sub-grantees to provide Housing Services as follows and further detailed in 24 CFR Parts 91 and 576:
  - Rapid Re-housing
  - Administration (if applicable)

**RIDER B**  
**ATTACHED TO AND MADE A PART OF**  
**EMERGENCY SOLUTIONS GRANT**  
**HOUSING SERVICES GRANT AGREEMENT**

**IDENTITY OF INTEREST RESTRICTIONS**

As a condition of receiving the ESG funds provided for under the grant agreement to which this Rider B is attached (the "Agreement"), the Grantee hereby acknowledges that no party having an Identity of Interest with the Grantee may benefit from or receive payments of said ESG funds. Grantee further acknowledges that, in addition to MHDC's reliance on all other representations made to MHDC by the Grantee in the Application and in this Agreement, MHDC's decision to award ESG funds to the Grantee has been made in reliance upon the representations made by Grantee in this Rider B.

For purposes of this Rider B and this Agreement, an "Identity of Interest" means any relationship which gives or would give the Grantee or any of its agents control or influence over the amount(s) paid to any individual or entity supplying goods and/or services to the Grantee related to the purposes for which the Grantee is receiving ESG funds under this Agreement. An Identity of Interest is construed to exist when any of the following situations exist:

When (1) the Grantee or one of its agents; or (2) any officer or director of the Grantee or one of its agents; or (3) any person who directly or indirectly controls 10 percent or more of the voting rights, or directly or indirectly owns 10 percent or more of the Grantee or one of its agents; is also (1) the home owner, contractor, subcontractor, supplier or materialman; or (2) a person who directly or indirectly controls 10 percent or more of the contractor's, subcontractor's, supplier's or materialman's voting rights, or directly or indirectly owns 10 percent or more of the contractor, subcontractor, supplier or materialman.

For purposes of this definition, the term "person" includes any individual, partnership, corporation, or other business entity. Any ownership, control or interest held or possessed by a person's spouse, parent, child, grandchild, brother or sister shall be attributed to such person.

By its signature below, the Grantee attests to MHDC that it will ensure that no individual or entity having an Identity of Interest with the Grantee shall receive any benefit from the ESG funds provided for in this Agreement.

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Scott A. Meyer, City Manager  
(Printed Name and Title)

## EXHIBIT 5

### REQUIRED TERMS AND CONDITIONS FOR SUB-GRANT AGREEMENTS

Grantee is encouraged to ensure that any sub-grant agreements entered into with sub-grantees obligate such sub-grantees to the same terms and conditions to which Grantee is bound under this Agreement.

While the Grantee generally has the autonomy to negotiate the terms and conditions of any such sub-grant agreements, MHDC does require that, prior to entering into any sub-grant agreement with any sub-grantee, the Grantee must ensure that all of the sub-grant agreement incorporates the following terms and conditions:

Either party shall have the right to terminate the sub-grant agreement upon sixty (60) days advance written notice.

The grantee represents and warrants to the grantor that the grantee has fully disclosed all conflicts of interest and potential conflicts of interest with individuals or entities that may benefit from the ESG Funds awarded to the grantee under this agreement, including any individuals or entities having an Identity of Interest, as defined on Rider B attached hereto and made a part hereof ("Identity of Interest"), with the grantee that may be involved in any transaction involving ESG funds.

Grantee must provide full and immediate disclosure to grantor in the event that any Identity of Interest arises with any individual or entity involved in any transaction involving ESG funds.

Grantee must provide full and immediate disclosure to grantor of any change in the sponsorship, principals or management of grantee. Changes in sponsorship, principals or management of grantee's organization shall render grantee ineligible to receive any ESG funds whatsoever hereunder unless and until such changes are fully disclosed to grantor and such changes are approved in writing by grantor.

Grantee shall track, account for and report ESG funds separately from all other funds. The grantee is advised that misuse of ESG funds may result in a range of penalties including suspension of current and future funds, suspension or debarment from federal and state grants, recoupment of monies advanced under this agreement, and civil and/or criminal penalties.

Grantee shall keep an accurate inventory and depreciation schedule for all assets, equipment, computer equipment, software and other real and personal property purchased with ESG Funds when such purchases equal or exceed \$5,000. Grantee must provide Grantor a written request for approval expenditure in excess of \$5,000.00, and must include at least three (3) bids for any such expenditure. Failure to obtain prior approval for expenditures in excess of \$5,000.00 may result in a disallowance of the expenditure for purposes of reimbursement from ESG Funds. The inventory shall also include specific information as to the disposition of all assets that have been transferred, sold or otherwise disposed of, the manner of the disposition, the consideration received for the disposal of the assets and the reason therefore. Any assets purchased with ESG Funds shall be utilized solely for the purpose of carrying out the Housing Services.

Grantee will comply with the applicable provisions of 24 CFR Parts 91.5 and 576.2.

Grantee will provide services in a manner consistent with the requirements of:

- The HUD ESG Program grant which can be found at the following website:  
<https://www.hudexchange.info/programs/esg/>
- Missouri's ESG component of the FY 2018 Consolidated Plan and all associated Action Plans

Grantee will maintain compliance with all requirements identified in 24 CFR 576.203 and set forth in the ESG Desk Guide.

The ESG funds provided under this agreement shall be used solely for the purpose of providing services to persons, families or households with incomes within the income limits described in the Federal Emergency Solutions Grant Interim Rule at 24 CFR Parts 91 and 576.

Grantee shall only provide ESG services to persons, families or households residing within the State of Missouri.

Grantee acknowledges and agrees that the Missouri Housing Development Commission ("MHDC") as the administrator of the ESG program for the State of Missouri will have the right, in its discretion to conduct site visits of grantee to ensure grantee is in compliance with the terms and conditions of the ESG program. As such, grantee agrees that it will open all books and records to MHDC related to its performance of ESG services under this agreement and will accommodate and cooperate with MHDC on any site visits MHDC may wish to conduct with grantee including all site visits which MHDC may elect to conduct subsequent to the termination or expiration of this agreement.

Grantee must keep and maintain all records related to the ESG program until the later of (i) the date upon which all audit findings (if applicable) have been resolved to the satisfaction of grantor and/or MHDC, or (ii) the date which is seven (7) years from and after the date of the last disbursement or delivery of ESG funds to grantee.

Grantee shall enroll in and actively use the E-Verify program (or other approved federal work authorization program) administered by the U.S. Department of Homeland Security, and shall provide evidence of its participation to grantor in such form as grantor may require.

Grantee shall comply with all federal, state and local laws prohibiting discrimination in housing on the grounds of any legally protected status including but not limited to race, color, religion, national origin, age, sex, gender, sexual orientation, disability, familial status, or veteran status.

Grantee shall disclose to grantor all allegations of discrimination under Title VI of the 1964 Civil Rights Act, as amended, and under Title VIII of the 1968 Civil Rights Act, as amended, commonly known as the Fair Housing Act of 1968. Such disclosure shall be made in writing within fifteen (15) days of the receipt of such allegation.

In the event the grantee is a not-for-profit agency, grantee board members must abstain from voting on any funding proposal relating to this Agreement, in which any such board member has administrative control or a monetary interest. Board members who have such an interest and participate in discussion prior to a vote must disclose such interest in a meeting of the board prior to such discussion.

In accordance with state and federal laws and regulations, state executive order or regulations, the grantee certifies that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with its performance of the Housing Services. The grantee further agrees that no person having such interest shall be employed or conveyed an interest, directly or indirectly, in this agreement.

The grantee shall comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, any other federal and state laws, rules, regulations and executive orders to the extent that these may be applicable.

The grantee shall only utilize personnel who are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this agreement, and shall provide documentation of such licensure or certification upon request.

Grantee shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.

- If the grantee is found to be in violation of this requirement of the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the grantee has knowingly employed individuals who are not eligible to work in the United States, grantor shall have the right to cancel the agreement immediately without penalty or recourse. In addition, the Missouri Housing Development Commission ("MHDC") shall have the right to suspend or debar the grantee from doing business with MHDC (whether in the capacity as a direct grantee or as a sub-grantee of funds administered by MHDC).
- The grantee shall agree to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

The grantee certifies by signing this agreement that any amendment signature page(s) that neither the grantee, nor any of its principals (owners, directors and others as defined by 45 CFR Part 76) are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under any state or federal assistance programs.

- In the event the grantee or any of its principals become suspended or debarred during the term of this agreement, the grantee shall immediately send written notification to grantor.
- Suspension or debarment of the grantee, or failure by the grantee to provide written notification of such suspension or debarment to grantor, may result in immediate termination of this agreement, the required repayment of any ESG Funds disbursed to grantee after such time as the grantee was first obligated to provide notice hereunder, and any other actions as grantor may deem appropriate in its discretion.

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The grantee shall make all reports prepared in accordance with the requirements of Uniform Guidance available for inspection by representatives of grantor, MHDC or DSS during normal business hours.

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- Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
- Title VIII of the 1968 Civil Rights Act (as amended, the "Fair Housing Act");
- Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. § 206 (d));
- Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.) which prohibit discrimination on the basis of disabilities;
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101-6107) which prohibits discrimination on the basis of age;
- Equal Employment Opportunity - E.O. 11246, "Equal Employment Opportunity", as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity";

- The Pro-Children Act of 1994 (PL 103-227) regarding environmental tobacco smoke;
- Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Requirements;
- Missouri Governor's E.O. #94-03 (excluding article II due to its repeal);
- Missouri Governor's E.O. #05-30; and
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- Equal Access in Accordance with an Individual's Gender Identity in Community Planning and Development Programs (24 CFR Part 5) and Equal Access To Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity(24 CFR Parts 5, 200, 203, 236, 400, 570, 574, 891, and 982) (collectively, the "HUD Equal Access Rules")
- The Affirmatively Furthering Fair Housing Rule at 24 CFR parts 5, 91, 92, et al.;
- The affirmative fair housing marketing requirements at 24 CFR part 200, subpart M; and
- The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided under the agreement.

Pursuant to 24 CFR 576.405, the grantee shall ensure participation of homeless persons in policy-making and operations of the program.

Pursuant to 24 CFR 576.406, the grantee shall ensure that religious or faith-based organizations are eligible for program participation on the same basis as any other non-profit organization.

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- In the event a faith-based organization conducts inherently religious activities, such activities must be offered separately in time or location from the programs or services funded under the ESG program and participation in these programs must be voluntary for clients and not a condition for participation in the ESG. Grantee must ensure that each client served under the ESG program signs a form to be retained in the client's file indicating that the client has been made aware that he/she is not obligated to participate in or otherwise attend any religious services or other activities as a condition of receiving assistance under the ESG program.
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- In the event a faith-based grantee receives non-ESG funding from its ESG funder to supplement its ESG activities, the faith-based grantee shall have the option to segregate or co-mingle these funds. In the event such funds are co-mingled, all requirements of paragraph 3.8.4 shall apply to all such co-mingled funds.

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The grantee must make known that use of the facilities, assistance, and services are available to all on a non-discriminatory basis regardless of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for those facilities and services.

The grantee must take appropriate steps to ensure effective communication and accessibility to persons with disabilities.

Consistent with Title VI and Executive Order 13166, the grantee must ensure meaningful access to persons with limited English proficiency (LEP).

The grantee shall comply with:

- environmental review responsibilities required pursuant to 24 CFR Part 58 for any ESG-funded activities, which shall include submitting to MHDC any and all documentation required by MHDC in MHDC's reasonable discretion that Grantee is in full compliance with any and all environmental review responsibilities imposed upon Grantee pursuant to 24 CFR Part 58 with respect to any and all ESG-funded activities;
- section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, regarding procurement of recovered materials; and
- the Uniform Relocation Assistance And Real Property Acquisition Policies Act of 1970 (URA) 42 USC 4601-4655, 49 CFR part 24, 42 USC 3601, and section 504 of the Rehabilitation Act (29 USC 794) regarding displacement, relocation, acquisition, and appeals (CFR 576.408).

The grantee shall comply with the requirements of Uniform Guidance, including any and all subsequent amendments or revisions, as applicable. A copy of any audit report shall be sent to MHDC, upon MHDC's request. The grantee shall return to grantor any funds disallowed in an audit of this Agreement.

If the grantee is a sub-recipient as defined in Uniform Guidance, the grantee shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the grantee through this agreement.

The grantee shall comply with 31 U.S.C. § 1352 relating to limitations on use of appropriated funds to influence certain federal contracting and financial transactions. No funds under this agreement shall be used to pay the salary or expenses of the grantee, or agent acting for the grantee, to engage in any activity designed to influence legislation or appropriations pending before the United States Congress or Missouri General Assembly. The grantee shall comply with all requirements of 31 U.S.C. § 1352 which is incorporated herein as if fully set forth. The grantee shall submit to grantor, when applicable, Disclosure of Lobbying Activities reporting forms.

## AGREEMENT

THIS AGREEMENT, made and entered into this 5<sup>th</sup> day of March, 2019 by and between the City of Cape Girardeau, Missouri, a municipal corporation (hereinafter "City"), and the Community Caring Council (hereinafter "Community Caring Council").

WITNESSETH:

WHEREAS, the City has received Emergency Solutions Grant Funds from the Missouri Housing Development Commission; and

WHEREAS, the Community Caring Council has submitted a proposal to provide services to the homeless of Cape Girardeau County, which has been approved by the Missouri Housing Development Commission.

NOW THEREFORE, for and in consideration of their mutual covenants and promises hereinafter set forth, the City and Community Caring Council agrees as follows:

1. The Community Caring Council will provide the services outlined in its proposal, a copy of which is attached hereto and made a part of this agreement.
2. The Community Caring Council will provide all local cash and in-kind match as outlined in its proposal.
3. Upon presentation of proper documentation by the Community Caring Council, the City will reimburse the Community Caring Council for all costs, not to exceed Forty-Six Thousand Four Hundred Dollars and No Cents (\$46,400.00) incurred in providing services as outlined in the Community Caring Council proposal. In no event shall the Community Caring Council be paid from any City funds other than funds received by the City from the State of Missouri as part of an emergency solution grant.
4. Services provided under this agreement shall be completed no later than March 31, 2020.
5. The Community Caring Council agrees to comply with federal regulations applicable to Emergency Solutions Grant projects, including, but not limited

to: conflict of interest, equal employment opportunity, Section 3, female employment, affirmative action, and lead-based paint prohibition.

6. The Community Caring Council agrees to cooperate with City in the City's compliance with all provisions of its Emergency Solutions Grant Agreement with the State of Missouri.
7. In addition to, and not in substitution for, other provisions of this agreement regarding the provision of the payment of operational costs for emergency shelters pursuant to the Emergency Solutions Grant Program, the Community Caring Council:
  - a. Represents that it is not deemed to be, a religious or denominational institution or an organization operated for religious purposes which is supervised or controlled by or in connection with a religious or denominational institution or organization; and
  - b. Agrees that, in connection with such essential services and operational costs:
    1. It will not discriminate against any employee or applicant for employment on the basis of religion and will not deny employment or give preference in employment to persons on the basis of religion;
    2. It will not discriminate against any persons seeking emergency shelter and related services on the basis of religion and will not limit such services or give preference to persons on the basis of religion; and
    3. It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, or exert no other religious influence in the provision of services or the use of facilities or furnishings assisted in any way under this agreement.



Strength, Dignity, Quality of Life  
**MISSOURI HOUSING**  
 DEVELOPMENT COMMISSION

**Mike Parson**  
 Governor

**Mike Kehoe**  
 Lieutenant Governor

**Eric Schmitt**  
 State Treasurer

**Josh Hawley**  
 Attorney General

**Jeffrey S. Bay**  
 Chairman

**Bill Miller**  
 Secretary-Treasurer

**Mark Elliff**  
 Commissioner

**Rick McDowell**  
 Commissioner

**Kip Stetzler**  
 Executive Director

**Kansas City**  
 920 Main St. Suite 1400  
 Kansas City, MO 64105  
 816-759-6600  
 Fax 816-759-6828

**St. Louis**  
 505 N. 7<sup>th</sup> Street  
 20<sup>th</sup> Floor, Suite 2000  
 St. Louis, MO 63101  
 314-877-1350  
 Fax 314-877-1360

Melissa Stickel  
 Community Caring Council  
 937 Broadway, Suite 306  
 Cape Girardeau, MO 63701

**2019 Emergency Solutions Grant Application**

ESG Grant Number: 19-714-EB4

Dear Melissa Stickel,

Thank you for your 2019 application to the Emergency Solutions Grant Program. Your application has been approved in the amount of \$46400. Please note that final receipt of this award is contingent upon execution of a contract between MHDC and the Department of Social Services.

Street Outreach	\$0
Emergency Shelter	\$0
Homelessness Prevention	\$0
Rapid Re-housing	\$46400
HMIS	\$0
Administration	\$0
Match Waiver	\$0

**MANDATORY training will occur on January 16, 2019.**

During the training, your agency will receive grant agreements and all corresponding paperwork for your 2019 Emergency Solutions Grant Program, as well as receive guidance on the administration of your grant. Additional training registration details will be provided at a later date and sent to the contacts identified in the application.

January 16, 2019	Please register for 2019 ESG Funded Training webinar at:
9 AM – 12 PM	<a href="https://attendee.gotowebinar.com/register/6486913390517557250">https://attendee.gotowebinar.com/register/6486913390517557250</a>

If your agency requires application feedback or you have any other questions, please contact the program administrator Brooke Anderson at [brooke.anderson@mhdc.com](mailto:brooke.anderson@mhdc.com). All requests for feedback must be submitted via email on or before January 31, 2019. We look forward to working with you during this upcoming grant year.

Sincerely,

Sarah Parsons  
 Community Initiatives Manager  
 Missouri Housing Development Commission

**RIDER A**  
**ATTACHED TO AND MADE A PART OF**  
**EMERGENCY SOLUTIONS GRANT**  
**HOUSING SERVICES GRANT AGREEMENT**

**PROGRAM COMPONENT: HOMELESSNESS PREVENTION**

**Additional Representations, Covenants and Warranties by Grantee:**

12. Grantee agrees that use of HMIS or a comparable database is required under this Agreement.
13. Grantee agrees to submit the following properly completed documents to MHDC prior to the distribution of any ESG Funds:
  - a. Original Executed Grant Agreement including all exhibits, riders and attachments
  - b. Direct deposit form (CI-100) with voided check
  - c. Authorized Signature Card (CI-101)
  - d. Site Contact Form (CI-102)
  - e. Program Guidelines Certification
  - f. Program Guidelines
  - g. Current Certificate of Insurance
  - h. MOU from E-Verify
  - i. United Way 211 Registration Documentation
  - j. Part 58 Environmental Review Exemption or Categorical Exclusion Form
14. Grantee agrees to collect, create or cause to be created, keep, and maintain records, which records shall be stored and kept by Grantee pursuant to MHDC and DSS policies as well as ESG Interim Rule Subpart F-Grant Administration 24 CFR 576.500 (Recordkeeping and Reporting Requirements) and agrees to require the same from its sub-grantees. Required records shall be subject to Monitoring Activities and shall include, but are not limited to, the following categories of documents:
  - a. Program Guidelines for the administration of the ESG Program
  - b. Documentation of initial evaluation to determine the eligibility of each individual or family's eligibility for ESG program
  - c. Documentation of re-evaluation of participant's eligibility every 3 months
  - d. Documentation of homeless status or at-risk of homelessness status
  - e. Documentation of ineligibility for each individual or family determined ineligible for ESG program
  - f. Documentation of annual income every 3 months
  - g. Documentation of services and assistance provided to each program participant
  - h. Documentation that the provision of services or assistance are eligible under the program component
  - i. Documentation of client need for assistance
  - j. Documentation of compliance with termination of assistance requirement
  - k. Documentation of use of local coordinated entry system through referral or turn-away documentation
  - l. Lease and rental assistance agreements for the provision of rental assistance
  - m. Documentation of payments made to owners for the provision of rental assistance
  - n. Documentation of rent reasonableness and fair market rent for all housing units
  - o. Documentation of compliance with shelter and housing standards
  - p. Documentation of case management services
  - q. Documentation of housing plan for stability in permanent housing
  - r. Documentation of connecting participants to mainstream and other resources for supportive services
  - s. Documentation of types of services and/or assistance provided and amounts spend on services and/or assistance
  - t. Documentation of source and use of contributions made to satisfy matching requirement
  - u. Supporting documentation for all costs charged to ESG grant
  - v. Documentation of ID for all program participants 18 and older
  - w. Documentation of Social Security Number for each program participant
  - x. Documentation of Social Security Number for all salary payments
  - y. MHDC Consent Form
15. Grantee agrees that Eligible Expenses will be limited to the costs incurred by Grantee and its sub-grantees to provide Housing Services as follows and further detailed in 24 CFR Parts 91 and 576:
  - Homelessness Prevention
  - Administration (if applicable)

**RIDER B**  
**ATTACHED TO AND MADE A PART OF**  
**EMERGENCY SOLUTIONS GRANT**  
**HOUSING SERVICES GRANT AGREEMENT**

**IDENTITY OF INTEREST RESTRICTIONS**

As a condition of receiving the ESG funds provided for under the grant agreement to which this Rider B is attached (the "Agreement"), the Grantee hereby acknowledges that no party having an Identity of Interest with the Grantee may benefit from or receive payments of said ESG funds. Grantee further acknowledges that, in addition to MHDC's reliance on all other representations made to MHDC by the Grantee in the Application and in this Agreement, MHDC's decision to award ESG funds to the Grantee has been made in reliance upon the representations made by Grantee in this Rider B.

For purposes of this Rider B and this Agreement, an "Identity of Interest" means any relationship which gives or would give the Grantee or any of its agents control or influence over the amount(s) paid to any individual or entity supplying goods and/or services to the Grantee related to the purposes for which the Grantee is receiving ESG funds under this Agreement. An Identity of Interest is construed to exist when any of the following situations exist:

When (1) the Grantee or one of its agents; or (2) any officer or director of the Grantee or one of its agents; or (3) any person who directly or indirectly controls 10 percent or more of the voting rights, or directly or indirectly owns 10 percent or more of the Grantee or one of its agents; is also (1) the home owner, contractor, subcontractor, supplier or materialman; or (2) a person who directly or indirectly controls 10 percent or more of the contractor's, subcontractor's, supplier's or materialman's voting rights, or directly or indirectly owns 10 percent or more of the contractor, subcontractor, supplier or materialman.

For purposes of this definition, the term "person" includes any individual, partnership, corporation, or other business entity. Any ownership, control or interest held or possessed by a person's spouse, parent, child, grandchild, brother or sister shall be attributed to such person.

By its signature below, the Grantee attests to MHDC that it will ensure that no individual or entity having an Identity of Interest with the Grantee shall receive any benefit from the ESG funds provided for in this Agreement.

By \_\_\_\_\_  
(Signature)

Scott A. Meyer, City Manager  
\_\_\_\_\_  
(Printed Name and Title)

## EXHIBIT 5

### REQUIRED TERMS AND CONDITIONS FOR SUB-GRANT AGREEMENTS

Grantee is encouraged to ensure that any sub-grant agreements entered into with sub-grantees obligate such sub-grantees to the same terms and conditions to which Grantee is bound under this Agreement.

While the Grantee generally has the autonomy to negotiate the terms and conditions of any such sub-grant agreements, MHDC does require that, prior to entering into any sub-grant agreement with any sub-grantee, the Grantee must ensure that all of the sub-grant agreement incorporates the following terms and conditions:

Either party shall have the right to terminate the sub-grant agreement upon sixty (60) days advance written notice.

The grantee represents and warrants to the grantor that the grantee has fully disclosed all conflicts of interest and potential conflicts of interest with individuals or entities that may benefit from the ESG Funds awarded to the grantee under this agreement, including any individuals or entities having an Identity of Interest, as defined on Rider B attached hereto and made a part hereof ("Identity of Interest"), with the grantee that may be involved in any transaction involving ESG funds.

Grantee must provide full and immediate disclosure to grantor in the event that any Identity of Interest arises with any individual or entity involved in any transaction involving ESG funds.

Grantee must provide full and immediate disclosure to grantor of any change in the sponsorship, principals or management of grantee. Changes in sponsorship, principals or management of grantee's organization shall render grantee ineligible to receive any ESG funds whatsoever hereunder unless and until such changes are fully disclosed to grantor and such changes are approved in writing by grantor.

Grantee shall track, account for and report ESG funds separately from all other funds. The grantee is advised that misuse of ESG funds may result in a range of penalties including suspension of current and future funds, suspension or debarment from federal and state grants, recoupment of monies advanced under this agreement, and civil and/or criminal penalties.

Grantee shall keep an accurate inventory and depreciation schedule for all assets, equipment, computer equipment, software and other real and personal property purchased with ESG Funds when such purchases equal or exceed \$5,000. Grantee must provide Grantor a written request for approval expenditure in excess of \$5,000.00, and must include at least three (3) bids for any such expenditure. Failure to obtain prior approval for expenditures in excess of \$5,000.00 may result in a disallowance of the expenditure for purposes of reimbursement from ESG Funds. The inventory shall also include specific information as to the disposition of all assets that have been transferred, sold or otherwise disposed of, the manner of the disposition, the consideration received for the disposal of the assets and the reason therefore. Any assets purchased with ESG Funds shall be utilized solely for the purpose of carrying out the Housing Services.

Grantee will comply with the applicable provisions of 24 CFR Parts 91.5 and 576.2.

Grantee will provide services in a manner consistent with the requirements of:

- The HUD ESG Program grant which can be found at the following website:  
<https://www.hudexchange.info/programs/esg/>
- Missouri's ESG component of the FY 2018 Consolidated Plan and all associated Action Plans

Grantee will maintain compliance with all requirements identified in 24 CFR 576.203 and set forth in the ESG Desk Guide.

The ESG funds provided under this agreement shall be used solely for the purpose of providing services to persons, families or households with incomes within the income limits described in the Federal Emergency Solutions Grant Interim Rule at 24 CFR Parts 91 and 576.

Grantee shall only provide ESG services to persons, families or households residing within the State of Missouri.

Grantee acknowledges and agrees that the Missouri Housing Development Commission ("MHDC") as the administrator of the ESG program for the State of Missouri will have the right, in its discretion to conduct site visits of grantee to ensure grantee is in compliance with the terms and conditions of the ESG program. As such, grantee agrees that it will open all books and records to MHDC related to its performance of ESG services under this agreement and will accommodate and cooperate with MHDC on any site visits MHDC may wish to conduct with grantee including all site visits which MHDC may elect to conduct subsequent to the termination or expiration of this agreement.

Grantee must keep and maintain all records related to the ESG program until the later of (i) the date upon which all audit findings (if applicable) have been resolved to the satisfaction of grantor and/or MHDC, or (ii) the date which is seven (7) years from and after the date of the last disbursement or delivery of ESG funds to grantee.

Grantee shall enroll in and actively use the E-Verify program (or other approved federal work authorization program) administered by the U.S. Department of Homeland Security, and shall provide evidence of its participation to grantor in such form as grantor may require.

Grantee shall comply with all federal, state and local laws prohibiting discrimination in housing on the grounds of any legally protected status including but not limited to race, color, religion, national origin, age, sex, gender, sexual orientation, disability, familial status, or veteran status.

Grantee shall disclose to grantor all allegations of discrimination under Title VI of the 1964 Civil Rights Act, as amended, and under Title VIII of the 1968 Civil Rights Act, as amended, commonly known as the Fair Housing Act of 1968. Such disclosure shall be made in writing within fifteen (15) days of the receipt of such allegation.

In the event the grantee is a not-for-profit agency, grantee board members must abstain from voting on any funding proposal relating to this Agreement, in which any such board member has administrative control or a monetary interest. Board members who have such an interest and participate in discussion prior to a vote must disclose such interest in a meeting of the board prior to such discussion.

In accordance with state and federal laws and regulations, state executive order or regulations, the grantee certifies that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with its performance of the Housing Services. The grantee further agrees that no person having such interest shall be employed or conveyed an interest, directly or indirectly, in this agreement.

The grantee shall comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, any other federal and state laws, rules, regulations and executive orders to the extent that these may be applicable.

The grantee shall only utilize personnel who are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this agreement, and shall provide documentation of such licensure or certification upon request.

Grantee shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.

- If the grantee is found to be in violation of this requirement of the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the grantee has knowingly employed individuals who are not eligible to work in the United States, grantor shall have the right to cancel the agreement immediately without penalty or recourse. In addition, the Missouri Housing Development Commission ("MHDC") shall have the right to suspend or debar the grantee from doing business with MHDC (whether in the capacity as a direct grantee or as a sub-grantee of funds administered by MHDC).
- The grantee shall agree to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

The grantee certifies by signing this agreement that any amendment signature page(s) that neither the grantee, nor any of its principals (owners, directors and others as defined by 45 CFR Part 76) are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under any state or federal assistance programs.

- In the event the grantee or any of its principals become suspended or debarred during the term of this agreement, the grantee shall immediately send written notification to grantor.
- Suspension or debarment of the grantee, or failure by the grantee to provide written notification of such suspension or debarment to grantor, may result in immediate termination of this agreement, the required repayment of any ESG Funds disbursed to grantee after such time as the grantee was first obligated to provide notice hereunder, and any other actions as grantor may deem appropriate in its discretion.

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The grantee shall make all reports prepared in accordance with the requirements of Uniform Guidance available for inspection by representatives of grantor, MHDC or DSS during normal business hours.

The grantee shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to this Agreement. These include, but are not limited to:

- Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
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- Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.) which prohibit discrimination on the basis of disabilities;
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101-6107) which prohibits discrimination on the basis of age;
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- Equal Access in Accordance with an Individual's Gender Identity in Community Planning and Development Programs (24 CFR Part 5) and Equal Access To Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity(24 CFR Parts 5, 200, 203, 236, 400, 570, 574, 891, and 982) (collectively, the "HUD Equal Access Rules")
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Pursuant to 24 CFR 576.405, the grantee shall ensure participation of homeless persons in policy-making and operations of the program.

Pursuant to 24 CFR 576.406, the grantee shall ensure that religious or faith-based organizations are eligible for program participation on the same basis as any other non-profit organization.

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Pursuant to 24 CFR 576.407(b), the grantee shall ensure that it utilizes affirmative outreach as required herein.

The grantee must make known that use of the facilities, assistance, and services are available to all on a non-discriminatory basis regardless of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for those facilities and services.

The grantee must take appropriate steps to ensure effective communication and accessibility to persons with disabilities.

Consistent with Title VI and Executive Order 13166, the grantee must ensure meaningful access to persons with limited English proficiency (LEP).

The grantee shall comply with:

- environmental review responsibilities required pursuant to 24 CFR Part 58 for any ESG-funded activities, which shall include submitting to MHDC any and all documentation required by MHDC in MHDC's reasonable discretion that Grantee is in full compliance with any and all environmental review responsibilities imposed upon Grantee pursuant to 24 CFR Part 58 with respect to any and all ESG-funded activities;
- section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, regarding procurement of recovered materials; and
- the Uniform Relocation Assistance And Real Property Acquisition Policies Act of 1970 (URA) 42 USC 4601-4655, 49 CFR part 24, 42 USC 3601, and section 504 of the Rehabilitation Act (29 USC 794) regarding displacement, relocation, acquisition, and appeals (CFR 576.408).

The grantee shall comply with the requirements of Uniform Guidance, including any and all subsequent amendments or revisions, as applicable. A copy of any audit report shall be sent to MHDC, upon MHDC's request. The grantee shall return to grantor any funds disallowed in an audit of this Agreement.

If the grantee is a sub-recipient as defined in Uniform Guidance, the grantee shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the grantee through this agreement.

The grantee shall comply with 31 U.S.C. § 1352 relating to limitations on use of appropriated funds to influence certain federal contracting and financial transactions. No funds under this agreement shall be used to pay the salary or expenses of the grantee, or agent acting for the grantee, to engage in any activity designed to influence legislation or appropriations pending before the United States Congress or Missouri General Assembly. The grantee shall comply with all requirements of 31 U.S.C. § 1352 which is incorporated herein as if fully set forth. The grantee shall submit to grantor, when applicable, Disclosure of Lobbying Activities reporting forms.

## AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between the City of Cape Girardeau, Missouri, a municipal corporation (hereinafter "City"), and the Safe House for Women, Inc. (hereinafter "Safe House").

WITNESSETH:

WHEREAS, the City has received Emergency Solutions Grant Funds from the Missouri Housing Development Commission; and

WHEREAS, the Safe House has submitted a proposal to provide services to the homeless of Cape Girardeau County, which has been approved by the Missouri Housing Development Commission.

NOW THEREFORE, for and in consideration of their mutual covenants and promises hereinafter set forth, the City and Safe House agrees as follows:

1. The Safe House will provide the services outlined in its proposal, a copy of which is attached hereto and made a part of this agreement.
2. The Safe House will provide all local cash and in-kind match as outlined in its proposal.
3. Upon presentation of proper documentation by the Safe House, the City will reimburse the Safe House for all costs, not to exceed Forty Thousand Seven Hundred Fifty-seven Dollars and Twenty Cents (\$40,757.20) incurred in providing services as outlined in the Safe House proposal. In no event shall the Safe House be paid from any City funds other than funds received by the City from the State of Missouri as part of an emergency solution grant.
4. Services provided under this agreement shall be completed no later than March 31, 2020.
5. The Safe House agrees to comply with federal regulations applicable to Emergency Solutions Grant projects, including, but not limited to: conflict of interest, equal employment opportunity, Section 3, female employment, affirmative action, and lead-based paint prohibition.

6. The Safe House agrees to cooperate with City in the City's compliance with all provisions of its Emergency Solutions Grant Agreement with the State of Missouri.
7. In addition to, and not in substitution for, other provisions of this agreement regarding the provision of the payment of operational costs for emergency shelters pursuant to the Emergency Solutions Grant Program, the Safe House:
  - a. Represents that it is not deemed to be, a religious or denominational institution or an organization operated for religious purposes which is supervised or controlled by or in connection with a religious or denominational institution or organization; and
  - b. Agrees that, in connection with such essential services and operational costs:
    1. It will not discriminate against any employee or applicant for employment on the basis of religion and will not deny employment or give preference in employment to persons on the basis of religion;
    2. It will not discriminate against any persons seeking emergency shelter and related services on the basis of religion and will not limit such services or give preference to persons on the basis of religion; and
    3. It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, or exert no other religious influence in the provision of services or the use of facilities or furnishings assisted in any way under this agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their properly authorized representatives.

CITY OF CAPE GIRARDEAU

\_\_\_\_\_  
Scott A. Meyer

City Manager

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
W. Eric Cunningham, City Attorney

SAFE HOUSE FOR WOMEN, INC.

*Jessica Hill*  
\_\_\_\_\_

*Jessica Hill, Executive Director*  
\_\_\_\_\_  
(Typed Name & Title of Signer)



Jessica Hill  
 Safe House for Women, Inc.  
 PO Box 1167  
 Cape Girardeau, MO 63701

**2019 Emergency Solutions Grant Application**

ESG Grant Number: 19-714-EB2

Dear Jessica Hill,

Thank you for your 2019 application to the Emergency Solutions Grant Program. Your application has been approved in the amount of \$40757.20. Please note that final receipt of this award is contingent upon execution of a contract between MHDC and the Department of Social Services.

Street Outreach	\$0
Emergency Shelter	\$40757.20
Homelessness Prevention	\$0
Rapid Re-housing	\$0
HMIS	\$0
Administration	\$0
Match Waiver	\$0

**MANDATORY training will occur on January 16, 2019.**

During the training, your agency will receive grant agreements and all corresponding paperwork for your 2019 Emergency Solutions Grant Program, as well as receive guidance on the administration of your grant. Additional training registration details will be provided at a later date and sent to the contacts identified in the application.

January 16, 2019	Please register for 2019 ESG Funded Training webinar at:
9 AM – 12 PM	<a href="https://attendee.gotowebinar.com/register/6486913390517557250">https://attendee.gotowebinar.com/register/6486913390517557250</a>

If your agency requires application feedback or you have any other questions, please contact the program administrator Brooke Anderson at [brooke.anderson@mhdc.com](mailto:brooke.anderson@mhdc.com). All requests for feedback must be submitted via email on or before January 31, 2019. We look forward to working with you during this upcoming grant year.

Sincerely,

Sarah Parsons  
 Community Initiatives Manager  
 Missouri Housing Development Commission

Mike Parson  
 Governor

Mike Kehoe  
 Lieutenant Governor

Eric Schmitt  
 State Treasurer

Josh Hawley  
 Attorney General

Jeffrey S. Bay  
 Chairman

Bill Miller  
 Secretary-Treasurer

Mark Elliff  
 Commissioner

Rick McDowell  
 Commissioner

Kip Stetzler  
 Executive Director

**Kansas City**  
 920 Main St. Suite 1400  
 Kansas City, MO 64105  
 816-759-6600  
 Fax 816-759-6828

**St. Louis**  
 505 N. 7<sup>th</sup> Street  
 20<sup>th</sup> Floor, Suite 2000  
 St. Louis, MO 63101  
 314-877-1350  
 Fax 314-877-1360

## **RIDER A**

### **ATTACHED TO AND MADE A PART OF**

### **EMERGENCY SOLUTIONS GRANT**

### **HOUSING SERVICES GRANT AGREEMENT**

### **PROGRAM COMPONENT: EMERGENCY SHELTER**

#### **Additional Representations, Covenants and Warranties by Grantee:**

4. Grantee agrees that use of HMIS or a comparable database is required under this Agreement.
5. Grantee agrees to submit the following properly completed documents to MHDC prior to the distribution of any ESG Funds:
  - a. Original Executed Grant Agreement including all exhibits, riders and attachments
  - b. Direct deposit form (CI-100) with voided check
  - c. Authorized Signature Card (CI-101)
  - d. Site Contact Form (CI-102)
  - e. Program Guidelines Certification
  - f. Program Guidelines
  - g. Current Certificate of Insurance
  - h. MOU from E-Verify
  - i. United Way 211 Registration Documentation
  - j. Part 58 Environmental Review Exemption or Categorical Exclusion Form
6. Grantee agrees to collect, create or cause to be created, keep, and maintain records, which records shall be stored and kept by Grantee pursuant to MHDC and DSS policies as well as ESG Interim Rule Subpart F-Grant Administration 24 CFR 576.500 (Recordkeeping and Reporting Requirements) and agrees to require the same from its sub-grantees. Required records shall be subject to Monitoring Activities and shall include, but are not limited to, the following categories of documents:
  - a. Program Guidelines for the administration of the ESG Program
  - b. Documentation of initial evaluation to determine the eligibility of each individual or family's eligibility for ESG program
  - c. Documentation of homelessness status
  - d. Documentation of services and assistance provided to each program participant
  - e. Documentation that the provision of services or assistance are eligible under the program component
  - f. Documentation of compliance with termination of assistance requirement
  - g. Documentation of use of local coordinated entry system through referral or turn-away documentation
  - h. Documentation of compliance with shelter and housing standards
  - i. Documentation of case management services
  - j. Documentation of housing plan for stability in permanent housing
  - k. Documentation of connecting participants to mainstream and other resources for supportive services
  - l. Documentation of types of services and/or assistance provided and amounts spend on services and/or assistance
  - m. Documentation of source and use of contributions made to satisfy matching requirement
  - n. MHDC Consent Form
  - o. Supporting documentation for all costs charged to ESG grant
  - p. Documentation of Social Security Number for all salary payments
7. Grantee agrees that Eligible Expenses will be limited to the costs incurred by Grantee and its sub-grantees to provide Housing Services as follows and further detailed in 24 CFR Parts 91 and 576:
  - Emergency Shelter
  - Administration (if applicable)

**RIDER B**  
**ATTACHED TO AND MADE A PART OF**  
**EMERGENCY SOLUTIONS GRANT**  
**HOUSING SERVICES GRANT AGREEMENT**

**IDENTITY OF INTEREST RESTRICTIONS**

As a condition of receiving the ESG funds provided for under the grant agreement to which this Rider B is attached (the "Agreement"), the Grantee hereby acknowledges that no party having an Identity of Interest with the Grantee may benefit from or receive payments of said ESG funds. Grantee further acknowledges that, in addition to MHDC's reliance on all other representations made to MHDC by the Grantee in the Application and in this Agreement, MHDC's decision to award ESG funds to the Grantee has been made in reliance upon the representations made by Grantee in this Rider B.

For purposes of this Rider B and this Agreement, an "Identity of Interest" means any relationship which gives or would give the Grantee or any of its agents control or influence over the amount(s) paid to any individual or entity supplying goods and/or services to the Grantee related to the purposes for which the Grantee is receiving ESG funds under this Agreement. An Identity of Interest is construed to exist when any of the following situations exist:

When (1) the Grantee or one of its agents; or (2) any officer or director of the Grantee or one of its agents; or (3) any person who directly or indirectly controls 10 percent or more of the voting rights, or directly or indirectly owns 10 percent or more of the Grantee or one of its agents; is also (1) the home owner, contractor, subcontractor, supplier or materialman; or (2) a person who directly or indirectly controls 10 percent or more of the contractor's, subcontractor's, supplier's or materialman's voting rights, or directly or indirectly owns 10 percent or more of the contractor, subcontractor, supplier or materialman.

For purposes of this definition, the term "person" includes any individual, partnership, corporation, or other business entity. Any ownership, control or interest held or possessed by a person's spouse, parent, child, grandchild, brother or sister shall be attributed to such person.

By its signature below, the Grantee attests to MHDC that it will ensure that no individual or entity having an Identity of Interest with the Grantee shall receive any benefit from the ESG funds provided for in this Agreement.

By \_\_\_\_\_  
(Signature)

Scott A. Meyer, City Manager  
\_\_\_\_\_  
(Printed Name and Title)

## EXHIBIT 5

### REQUIRED TERMS AND CONDITIONS FOR SUB-GRANT AGREEMENTS

Grantee is encouraged to ensure that any sub-grant agreements entered into with sub-grantees obligate such sub-grantees to the same terms and conditions to which Grantee is bound under this Agreement.

While the Grantee generally has the autonomy to negotiate the terms and conditions of any such sub-grant agreements, MHDC does require that, prior to entering into any sub-grant agreement with any sub-grantee, the Grantee must ensure that all of the sub-grant agreement incorporates the following terms and conditions:

Either party shall have the right to terminate the sub-grant agreement upon sixty (60) days advance written notice.

The grantee represents and warrants to the grantor that the grantee has fully disclosed all conflicts of interest and potential conflicts of interest with individuals or entities that may benefit from the ESG Funds awarded to the grantee under this agreement, including any individuals or entities having an Identity of Interest, as defined on Rider B attached hereto and made a part hereof ("Identity of Interest"), with the grantee that may be involved in any transaction involving ESG funds.

Grantee must provide full and immediate disclosure to grantor in the event that any Identity of Interest arises with any individual or entity involved in any transaction involving ESG funds.

Grantee must provide full and immediate disclosure to grantor of any change in the sponsorship, principals or management of grantee. Changes in sponsorship, principals or management of grantee's organization shall render grantee ineligible to receive any ESG funds whatsoever hereunder unless and until such changes are fully disclosed to grantor and such changes are approved in writing by grantor.

Grantee shall track, account for and report ESG funds separately from all other funds. The grantee is advised that misuse of ESG funds may result in a range of penalties including suspension of current and future funds, suspension or debarment from federal and state grants, recoupment of monies advanced under this agreement, and civil and/or criminal penalties.

Grantee shall keep an accurate inventory and depreciation schedule for all assets, equipment, computer equipment, software and other real and personal property purchased with ESG Funds when such purchases equal or exceed \$5,000. Grantee must provide Grantor a written request for approval expenditure in excess of \$5,000.00, and must include at least three (3) bids for any such expenditure. Failure to obtain prior approval for expenditures in excess of \$5,000.00 may result in a disallowance of the expenditure for purposes of reimbursement from ESG Funds. The inventory shall also include specific information as to the disposition of all assets that have been transferred, sold or otherwise disposed of, the manner of the disposition, the consideration received for the disposal of the assets and the reason therefore. Any assets purchased with ESG Funds shall be utilized solely for the purpose of carrying out the Housing Services.

Grantee will comply with the applicable provisions of 24 CFR Parts 91.5 and 576.2.

Grantee will provide services in a manner consistent with the requirements of:

- The HUD ESG Program grant which can be found at the following website:  
<https://www.hudexchange.info/programs/esg/>
- Missouri's ESG component of the FY 2018 Consolidated Plan and all associated Action Plans

Grantee will maintain compliance with all requirements identified in 24 CFR 576.203 and set forth in the ESG Desk Guide.

The ESG funds provided under this agreement shall be used solely for the purpose of providing services to persons, families or households with incomes within the income limits described in the Federal Emergency Solutions Grant Interim Rule at 24 CFR Parts 91 and 576.

Grantee shall only provide ESG services to persons, families or households residing within the State of Missouri.

Grantee acknowledges and agrees that the Missouri Housing Development Commission ("MHDC") as the administrator of the ESG program for the State of Missouri will have the right, in its discretion to conduct site visits of grantee to ensure grantee is in compliance with the terms and conditions of the ESG program. As such, grantee agrees that it will open all books and records to MHDC related to its performance of ESG services under this agreement and will accommodate and cooperate with MHDC on any site visits MHDC may which to conduct with grantee including all site visits which MHDC may elect to conduct subsequent to the termination or expiration of this agreement.

Grantee must keep and maintain all records related to the ESG program until the later of (i) the date upon which all audit findings (if applicable) have been resolved to the satisfaction of grantor and/or MHDC, or (ii) the date which is seven (7) years from and after the date of the last disbursement or delivery of ESG funds to grantee.

Grantee shall enroll in and actively use the E-Verify program (or other approved federal work authorization program) administered by the U.S. Department of Homeland Security, and shall provide evidence of its participation to grantor in such form as grantor may require.

Grantee shall comply with all federal, state and local laws prohibiting discrimination in housing on the grounds of any legally protected status including but not limited to race, color, religion, national origin, age, sex, gender, sexual orientation, disability, familial status, or veteran status.

Grantee shall disclose to grantor all allegations of discrimination under Title VI of the 1964 Civil Rights Act, as amended, and under Title VIII of the 1968 Civil Rights Act, as amended, commonly known as the Fair Housing Act of 1968. Such disclosure shall be made in writing within fifteen (15) days of the receipt of such allegation.

In the event the grantee is a not-for-profit agency, grantee board members must abstain from voting on any funding proposal relating to this Agreement, in which any such board member has administrative control or a monetary interest. Board members who have such an interest and participate in discussion prior to a vote must disclose such interest in a meeting of the board prior to such discussion.

In accordance with state and federal laws and regulations, state executive order or regulations, the grantee certifies that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with its performance of the Housing Services. The grantee further agrees that no person having such interest shall be employed or conveyed an interest, directly or indirectly, in this agreement.

The grantee shall comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, any other federal and state laws, rules, regulations and executive orders to the extent that these may be applicable.

The grantee shall only utilize personnel who are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this agreement, and shall provide documentation of such licensure or certification upon request.

Grantee shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.

- If the grantee is found to be in violation of this requirement of the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the grantee has knowingly employed individuals who are not eligible to work in the United States, grantor shall have the right to cancel the agreement immediately without penalty or recourse. In addition, the Missouri Housing Development Commission ("MHDC") shall have the right to suspend or debar the grantee from doing business with MHDC (whether in the capacity as a direct grantee or as a sub-grantee of funds administered by MHDC).
- The grantee shall agree to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

The grantee certifies by signing this agreement that any amendment signature page(s) that neither the grantee, nor any of its principals (owners, directors and others as defined by 45 CFR Part 76) are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under any state or federal assistance programs.

- In the event the grantee or any of its principals become suspended or debarred during the term of this agreement, the grantee shall immediately send written notification to grantor.
- Suspension or debarment of the grantee, or failure by the grantee to provide written notification of such suspension or debarment to grantor, may result in immediate termination of this agreement, the required repayment of any ESG Funds disbursed to grantee after such time as the grantee was first obligated to provide notice hereunder, and any other actions as grantor may deem appropriate in its discretion.

The grantee is determined a sub-recipient of funding for the Emergency Solutions Grant. Under this designation, the grantee shall comply with the requirements of the Uniform Guidance.

The grantee shall make all reports prepared in accordance with the requirements of Uniform Guidance available for inspection by representatives of grantor, MHDC or DSS during normal business hours.

The grantee shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to this Agreement. These include, but are not limited to:

- Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
- Title VIII of the 1968 Civil Rights Act (as amended, the "Fair Housing Act");
- Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. § 206 (d));
- Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.) which prohibit discrimination on the basis of disabilities;
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101-6107) which prohibits discrimination on the basis of age;
- Equal Employment Opportunity - E.O. 11246, "Equal Employment Opportunity", as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity";

- The Pro-Children Act of 1994 (PL 103-227) regarding environmental tobacco smoke;
- Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Requirements;
- Missouri Governor's E.O. #94-03 (excluding article II due to its repeal);
- Missouri Governor's E.O. #05-30; and
- Executive Orders 11063 and 11246;
- Equal Access in Accordance with an Individual's Gender Identity in Community Planning and Development Programs (24 CFR Part 5) and Equal Access To Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity(24 CFR Parts 5, 200, 203, 236, 400, 570, 574, 891, and 982) (collectively, the "HUD Equal Access Rules")
- The Affirmatively Furthering Fair Housing Rule at 24 CFR parts 5, 91, 92, et al.;
- The affirmative fair housing marketing requirements at 24 CFR part 200, subpart M; and
- The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided under the agreement.

Pursuant to 24 CFR 576.405, the grantee shall ensure participation of homeless persons in policy-making and operations of the program.

Pursuant to 24 CFR 576.406, the grantee shall ensure that religious or faith-based organizations are eligible for program participation on the same basis as any other non-profit organization.

- The grantee shall ensure that participating faith-based organizations do not engage in inherently religious activities, such as worship, religious instruction or proselytization as a part of programs or services funded under the ESG programs.
- In the event a faith-based organization conducts inherently religious activities, such activities must be offered separately in time or location from the programs or services funded under the ESG program and participation in these programs must be voluntary for clients and not a condition for participation in the ESG. Grantee must ensure that each client served under the ESG program signs a form to be retained in the client's file indicating that the client has been made aware that he/she is not obligated to participate in or otherwise attend any religious services or other activities as a condition of receiving assistance under the ESG program.
- Faith-based or religious organizations may carry out their missions, including the definition, practice and expression of religious beliefs, provided that no ESG funds are used to support any inherently religious activities. Organizations may use space in their facilities to provide ESG services without removing religious art, icons, scriptures or other religious symbols.
- Faith-based and religious organizations may not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- In the event a faith-based grantee receives non-ESG funding from its ESG funder to supplement its ESG activities, the faith-based grantee shall have the option to segregate or co-mingle these funds. In the event such funds are co-mingled, all requirements of paragraph 3.8.4 shall apply to all such co-mingled funds.

Pursuant to 24 CFR 576.407(b), the grantee shall ensure that it utilizes affirmative outreach as required herein.

The grantee must make known that use of the facilities, assistance, and services are available to all on a non-discriminatory basis regardless of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for those facilities and services.

The grantee must take appropriate steps to ensure effective communication and accessibility to persons with disabilities.

Consistent with Title VI and Executive Order 13166, the grantee must ensure meaningful access to persons with limited English proficiency (LEP).

The grantee shall comply with:

- environmental review responsibilities required pursuant to 24 CFR Part 58 for any ESG-funded activities, which shall include submitting to MHDC any and all documentation required by MHDC in MHDC's reasonable discretion that Grantee is in full compliance with any and all environmental review responsibilities imposed upon Grantee pursuant to 24 CFR Part 58 with respect to any and all ESG-funded activities;
- section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, regarding procurement of recovered materials; and
- the Uniform Relocation Assistance And Real Property Acquisition Policies Act of 1970 (URA) 42 USC 4601-4655, 49 CFR part 24, 42 USC 3601, and section 504 of the Rehabilitation Act (29 USC 794) regarding displacement, relocation, acquisition, and appeals (CFR 576.408).

The grantee shall comply with the requirements of Uniform Guidance, including any and all subsequent amendments or revisions, as applicable. A copy of any audit report shall be sent to MHDC, upon MHDC's request. The grantee shall return to grantor any funds disallowed in an audit of this Agreement.

If the grantee is a sub-recipient as defined in Uniform Guidance, the grantee shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the grantee through this agreement.

The grantee shall comply with 31 U.S.C. § 1352 relating to limitations on use of appropriated funds to influence certain federal contracting and financial transactions. No funds under this agreement shall be used to pay the salary or expenses of the grantee, or agent acting for the grantee, to engage in any activity designed to influence legislation or appropriations pending before the United States Congress or Missouri General Assembly. The grantee shall comply with all requirements of 31 U.S.C. § 1352 which is incorporated herein as if fully set forth. The grantee shall submit to grantor, when applicable, Disclosure of Lobbying Activities reporting forms.

**Staff:** Ryan Shrimplin, AICP - City  
**Agenda:** Planner  
4/15/2019

**AGENDA REPORT**  
Cape Girardeau City Council

**19-079**

**SUBJECT**

A Resolution authorizing the City Manager to execute an Agreement with The Salvation Army, for Emergency Solutions Grant Funds from the Missouri Housing Development Commission.

**EXECUTIVE SUMMARY**

The attached resolution authorizes the City Manager to execute an agreement to provide Emergency Solutions Grant funds to The Salvation Army.

**BACKGROUND/DISCUSSION**

The City was recently awarded a 2019 Emergency Solutions Grant from the Missouri Housing Development Commission (MHDC). The City requested \$150,000.00 in funds to be used by The Salvation Army, the Safe House for Women, Inc., Catholic Charities of Southern Missouri, and the Community Caring Council (including funds for administrative services by the City). The City was awarded \$144,357.20 in grant funds. MHDC approved \$7,000.00 in funds for The Salvation Army, \$40,757.20 for the Safe House for Women, Inc., \$46,400.00 for Catholic Charities of Southern Missouri, \$46,400.00 for the Community Caring Council, and \$3,800.00 for City administrative services. The agreement between the City and The Salvation Army for the disbursement of the grant funds is attached.

**FINANCIAL IMPACT**

A 100% match is required for the administrative portion of the grant (\$3,800.00), which covers The Salvation Army, the Safe House for Women, Inc., Catholic Charities of Southern Missouri, and the Community Caring Council programs. The City of Cape Girardeau, the City of Jackson, and Cape Girardeau County will share the cost of the match.

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

The grant funds are used to support the operations of The Salvation Army, allowing continued and improved services for its clients.

**STAFF RECOMMENDATION**

Staff recommends approval of the resolution.

**ATTACHMENTS:**

Name:	Description:
<a href="#">Salvation Army-Emer.Sol.Grant.Agree.2019.doc</a>	Resolution
<a href="#">Grant Agreement-Salvation Army.pdf</a>	Grant Agreement-Salvation Army

**AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between the City of Cape Girardeau, Missouri, a municipal corporation (hereinafter "City"), and The Salvation Army (hereinafter "Salvation Army").

WITNESSETH:

WHEREAS, the City has received Emergency Solutions Grant Funds from the Missouri Housing Development Commission; and

WHEREAS, the Salvation Army has submitted a proposal to provide services to the homeless of Cape Girardeau County, which has been approved by the Missouri Housing Development Commission.

NOW THEREFORE, for and in consideration of their mutual covenants and promises hereinafter set forth, the City and Salvation Army agrees as follows:

1. The Salvation Army will provide the services outlined in its proposal, a copy of which is attached hereto and made a part of this agreement.
2. The Salvation Army will provide all local cash and in-kind match as outlined in its proposal.
3. Upon presentation of proper documentation by the Salvation Army, the City will reimburse the Salvation Army for all costs, not to exceed Seven Thousand Dollars and No Cents (\$7,000.00) incurred in providing services as outlined in the Salvation Army proposal. In no event shall the Salvation Army be paid from any City funds other than funds received by the City from the State of Missouri as part of an emergency solution grant.
4. Services provided under this agreement shall be completed no later than March 31, 2020.
5. The Salvation Army agrees to comply with federal regulations applicable to Emergency Solutions Grant projects, including, but not limited to: conflict of interest, equal employment opportunity, Section 3, female employment, affirmative action, and lead-based paint prohibition.

6. The Salvation Army agrees to cooperate with City in the City's compliance with all provisions of its Emergency Solutions Grant Agreement with the State of Missouri.
7. In addition to, and not in substitution for, other provisions of this agreement regarding the provision of the payment of operational costs for emergency shelters pursuant to the Emergency Solutions Grant Program, the Salvation Army:
  - a. Represents that it is, or may be deemed to be, a religious or denominational institution or an organization operated for religious purposes which is supervised or controlled by or in connection with a religious or denominational institution or organization; and
  - b. Agrees that, in connection with such essential services and operational costs:
    1. It will not discriminate against any employee or applicant for employment on the basis of religion and will not deny employment or give preference in employment to persons on the basis of religion;
    2. It will not discriminate against any persons seeking emergency shelter and related services on the basis of religion and will not limit such services or give preference to persons on the basis of religion; and
    3. It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, or exert no other religious influence in the provision of services or the use of facilities or furnishings assisted in any way under this agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their properly authorized representatives.

CITY OF CAPE GIRARDEAU

\_\_\_\_\_  
Scott A. Meyer  
City Manager

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
W. Eric Cunningham, City Attorney

THE SALVATION ARMY



3/13/11

\_\_\_\_\_  
Bramwell E. Higgins  
Secretary

(Typed Name & Title of Signer)



Dan Jennings  
The Salvation Army - Cape Girardeau  
701 Good Hope Street  
Cape Girardeau, MO 63701

**2019 Emergency Solutions Grant Application**

ESG Grant Number: 19-714-EB1

Dear Dan Jennings,

Thank you for your 2019 application to the Emergency Solutions Grant Program. Your application has been approved in the amount of \$7000. Please note that final receipt of this award is contingent upon execution of a contract between MHDC and the Department of Social Services.

Street Outreach	\$3500
Emergency Shelter	\$3500
Homelessness Prevention	\$0
Rapid Re-housing	\$0
HMIS	\$0
Administration	\$0
Match Waiver	\$0

**MANDATORY training will occur on January 16, 2019.**

During the training, your agency will receive grant agreements and all corresponding paperwork for your 2019 Emergency Solutions Grant Program, as well as receive guidance on the administration of your grant. Additional training registration details will be provided at a later date and sent to the contacts identified in the application.

January 16, 2019	Please register for 2019 ESG Funded Training webinar at:
9 AM - 12 PM	<a href="https://attendee.gotowebinar.com/register/6486913390517557250">https://attendee.gotowebinar.com/register/6486913390517557250</a>

If your agency requires application feedback or you have any other questions, please contact the program administrator Brooke Anderson at [brooke.anderson@mhdc.com](mailto:brooke.anderson@mhdc.com). All requests for feedback must be submitted via email on or before January 31, 2019. We look forward to working with you during this upcoming grant year.

Sincerely,

Sarah Parsons  
Community Initiatives Manager  
Missouri Housing Development Commission

Mike Parson  
Governor

Mike Kehoe  
Lieutenant Governor

Eric Schmitt  
State Treasurer

Josh Hawley  
Attorney General

Jeffrey S. Bay  
Chairman

Bill Miller  
Secretary-Treasurer

Mark Elliff  
Commissioner

Rick McDowell  
Commissioner

Kip Stetzler  
Executive Director

**Kansas City**  
920 Main St, Suite 1400  
Kansas City, MO 64105  
816-759-6600  
Fax 816-759-6828

**St. Louis**  
505 N. 7th Street  
20th Floor, Suite 2000  
St. Louis, MO 63101  
314-877-1350  
Fax 314-877-1360

**RIDER A**  
**ATTACHED TO AND MADE A PART OF**  
**EMERGENCY SOLUTIONS GRANT**  
**HOUSING SERVICES GRANT AGREEMENT**  
**PROGRAM COMPONENT: STREET OUTREACH**

**Additional Representations, Covenants and Warranties by Grantee:**

**Additional Representations, Covenants and Warranties by Grantee:**

1. Grantee agrees that use of HMIS or a comparable database is required under this Agreement.
1. Grantee agrees to submit the following properly completed documents to MHDC prior to the distribution of any ESG Funds:
  - a. Original Executed Grant Agreement including all exhibits, riders and attachments
  - b. Direct deposit form (CI-100) with voided check
  - c. Authorized Signature Card (CI-101)
  - d. Site Contact Form (CI-102)
  - e. Program Guidelines Certification
  - f. Program Guidelines
  - g. Current Certificate of Insurance
  - h. MOU from E-Verify
  - i. United Way 211 Registration Documentation
  - j. Part 58 Environmental Review Exemption or Categorical Exclusion Form
2. Grantee agrees to collect, create or cause to be created, keep, and maintain records, which records shall be stored and kept by Grantee pursuant to MHDC and DSS policies as well as ESG Interim Rule Subpart F-Grant Administration 24 CFR 576.500 (Recordkeeping and Reporting Requirements) and agrees to require the same from its sub-grantees. Required records shall be subject to Monitoring Activities and shall include, but are not limited to, the following categories of documents:
  - a. Program Guidelines for the administration of the ESG Program
  - b. Documentation of Initial evaluation to determine the eligibility of each individual or family's eligibility for ESG program
  - c. Documentation of homeless status
  - d. Documentation of services and assistance provided to each program participant
  - e. Documentation that the provision of services or assistance are eligible under the program component
  - f. Documentation of compliance with termination of assistance requirement
  - g. Documentation of use of local coordinated entry system through referral or turn-away documentation
  - h. Documentation of case management services
  - i. Documentation of housing plan for stability in permanent housing
  - j. Documentation of connecting participants to mainstream and other resources for supportive services
  - k. Documentation of types of services and/or assistance provided and amounts spent on services and/or assistance
  - l. Documentation of source and use of contributions made to satisfy matching requirement
  - m. Supporting documentation for all costs charged to ESG grant
  - n. MHDC Consent Form
  - o. Documentation of Social Security Number for all salary payments
3. Grantee agrees that Eligible Expenses will be limited to the costs incurred by Grantee and its sub-grantees to provide Housing Services as follows and further detailed in 24 CFR Parts 91 and 576:
  - Street Outreach
  - Administration (if applicable)

**RIDER B**  
**ATTACHED TO AND MADE A PART OF**  
**EMERGENCY SOLUTIONS GRANT**  
**HOUSING SERVICES GRANT AGREEMENT**

**IDENTITY OF INTEREST RESTRICTIONS**

As a condition of receiving the ESG funds provided for under the grant agreement to which this Rider B is attached (the "Agreement"), the Grantee hereby acknowledges that no party having an Identity of Interest with the Grantee may benefit from or receive payments of said ESG funds. Grantee further acknowledges that, in addition to MHDC's reliance on all other representations made to MHDC by the Grantee in the Application and in this Agreement, MHDC's decision to award ESG funds to the Grantee has been made in reliance upon the representations made by Grantee in this Rider B.

For purposes of this Rider B and this Agreement, an "Identity of Interest" means any relationship which gives or would give the Grantee or any of its agents control or influence over the amount(s) paid to any individual or entity supplying goods and/or services to the Grantee related to the purposes for which the Grantee is receiving ESG funds under this Agreement. An Identity of Interest is construed to exist when any of the following situations exist:

When (1) the Grantee or one of its agents; or (2) any officer or director of the Grantee or one of its agents; or (3) any person who directly or indirectly controls 10 percent or more of the voting rights, or directly or indirectly owns 10 percent or more of the Grantee or one of its agents; is also (1) the home owner, contractor, subcontractor, supplier or materialman; or (2) a person who directly or indirectly controls 10 percent or more of the contractor's, subcontractor's, supplier's or materialman's voting rights, or directly or indirectly owns 10 percent or more of the contractor, subcontractor, supplier or materialman.

For purposes of this definition, the term "person" includes any individual, partnership, corporation, or other business entity. Any ownership, control or interest held or possessed by a person's spouse, parent, child, grandchild, brother or sister shall be attributed to such person.

By its signature below, the Grantee attests to MHDC that it will ensure that no individual or entity having an Identity of Interest with the Grantee shall receive any benefit from the ESG funds provided for in this Agreement.

By \_\_\_\_\_  
(signature)

Scott A. Meyer, City Manager  
(Printed Name and Title)

## EXHIBIT 5

### REQUIRED TERMS AND CONDITIONS FOR SUB-GRANT AGREEMENTS

Grantee is encouraged to ensure that any sub-grant agreements entered into with sub-grantees obligate such sub-grantees to the same terms and conditions to which Grantee is bound under this Agreement.

While the Grantee generally has the autonomy to negotiate the terms and conditions of any such sub-grant agreements, MHDC does require that, prior to entering into any sub-grant agreement with any sub-grantee, the Grantee must ensure that all of the sub-grant agreement incorporates the following terms and conditions:

Either party shall have the right to terminate the sub-grant agreement upon sixty (60) days advance written notice.

The grantee represents and warrants to the grantor that the grantee has fully disclosed all conflicts of interest and potential conflicts of interest with individuals or entities that may benefit from the ESG Funds awarded to the grantee under this agreement, including any individuals or entities having an Identity of Interest, as defined on Rider B attached hereto and made a part hereof ("Identity of Interest"), with the grantee that may be involved in any transaction involving ESG funds.

Grantee must provide full and immediate disclosure to grantor in the event that any Identity of Interest arises with any individual or entity involved in any transaction involving ESG funds.

Grantee must provide full and immediate disclosure to grantor of any change in the sponsorship, principals or management of grantee. Changes in sponsorship, principals or management of grantee's organization shall render grantee ineligible to receive any ESG funds whatsoever hereunder unless and until such changes are fully disclosed to grantor and such changes are approved in writing by grantor.

Grantee shall track, account for and report ESG funds separately from all other funds. The grantee is advised that misuse of ESG funds may result in a range of penalties including suspension of current and future funds, suspension or debarment from federal and state grants, recoupment of monies advanced under this agreement, and civil and/or criminal penalties.

Grantee shall keep an accurate inventory and depreciation schedule for all assets, equipment, computer equipment, software and other real and personal property purchased with ESG Funds when such purchases equal or exceed \$5,000. Grantee must provide Grantor a written request for approval expenditure in excess of \$5,000.00, and must include at least three (3) bids for any such expenditure. Failure to obtain prior approval for expenditures in excess of \$5,000.00 may result in a disallowance of the expenditure for purposes of reimbursement from ESG Funds. The inventory shall also include specific information as to the disposition of all assets that have been transferred, sold or otherwise disposed of, the manner of the disposition, the consideration received for the disposal of the assets and the reason therefore. Any assets purchased with ESG Funds shall be utilized solely for the purpose of carrying out the Housing Services.

Grantee will comply with the applicable provisions of 24 CFR Parts 91.5 and 576.2.

Grantee will provide services in a manner consistent with the requirements of:

- The HUD ESG Program grant which can be found at the following website:  
<https://www.hudexchange.info/programs/esg/>
- Missouri's ESG component of the FY 2018 Consolidated Plan and all associated Action Plans

Grantee will maintain compliance with all requirements identified in 24 CFR 576.203 and set forth in the ESG Desk Guide.

The ESG funds provided under this agreement shall be used solely for the purpose of providing services to persons, families or households with incomes within the income limits described in the Federal Emergency Solutions Grant Interim Rule at 24 CFR Parts 91 and 576.

Grantee shall only provide ESG services to persons, families or households residing within the State of Missouri.

Grantee acknowledges and agrees that the Missouri Housing Development Commission ("MHDC") as the administrator of the ESG program for the State of Missouri will have the right, in its discretion to conduct site visits of grantee to ensure grantee is in compliance with the terms and conditions of the ESG program. As such, grantee agrees that it will open all books and records to MHDC related to its performance of ESG services under this agreement and will accommodate and cooperate with MHDC on any site visits MHDC may wish to conduct with grantee including all site visits which MHDC may elect to conduct subsequent to the termination or expiration of this agreement.

Grantee must keep and maintain all records related to the ESG program until the later of (i) the date upon which all audit findings (if applicable) have been resolved to the satisfaction of grantor and/or MHDC, or (ii) the date which is seven (7) years from and after the date of the last disbursement or delivery of ESG funds to grantee.

Grantee shall enroll in and actively use the E-Verify program (or other approved federal work authorization program) administered by the U.S. Department of Homeland Security, and shall provide evidence of its participation to grantor in such form as grantor may require.

Grantee shall comply with all federal, state and local laws prohibiting discrimination in housing on the grounds of any legally protected status including but not limited to race, color, religion, national origin, age, sex, gender, sexual orientation, disability, familial status, or veteran status.

Grantee shall disclose to grantor all allegations of discrimination under Title VI of the 1964 Civil Rights Act, as amended, and under Title VIII of the 1968 Civil Rights Act, as amended, commonly known as the Fair Housing Act of 1968. Such disclosure shall be made in writing within fifteen (15) days of the receipt of such allegation.

In the event the grantee is a not-for-profit agency, grantee board members must abstain from voting on any funding proposal relating to this Agreement, in which any such board member has administrative control or a monetary interest. Board members who have such an interest and participate in discussion prior to a vote must disclose such interest in a meeting of the board prior to such discussion.

In accordance with state and federal laws and regulations, state executive order or regulations, the grantee certifies that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with its performance of the Housing Services. The grantee further agrees that no person having such interest shall be employed or convey an interest, directly or indirectly, in this agreement.

The grantee shall comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, any other federal and state laws, rules, regulations and executive orders to the extent that these may be applicable.

The grantee shall only utilize personnel who are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this agreement, and shall provide documentation of such licensure or certification upon request.

Grantee shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.

- If the grantee is found to be in violation of this requirement of the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the grantee has knowingly employed individuals who are not eligible to work in the United States, grantor shall have the right to cancel the agreement immediately without penalty or recourse. In addition, the Missouri Housing Development Commission ("MHDC") shall have the right to suspend or debar the grantee from doing business with MHDC (whether in the capacity as a direct grantee or as a sub-grantee of funds administered by MHDC).
- The grantee shall agree to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

The grantee certifies by signing this agreement that any amendment signature page(s) that neither the grantee, nor any of its principals (owners, directors and others as defined by 45 CFR Part 76) are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under any state or federal assistance programs.

- In the event the grantee or any of its principals become suspended or debarred during the term of this agreement, the grantee shall immediately send written notification to grantor.
- Suspension or debarment of the grantee, or failure by the grantee to provide written notification of such suspension or debarment to grantor, may result in immediate termination of this agreement, the required repayment of any ESG Funds disbursed to grantee after such time as the grantee was first obligated to provide notice hereunder, and any other actions as grantor may deem appropriate in its discretion.

The grantee is determined a sub-recipient of funding for the Emergency Solutions Grant. Under this designation, the grantee shall comply with the requirements of the Uniform Guidance.

The grantee shall make all reports prepared in accordance with the requirements of Uniform Guidance available for inspection by representatives of grantor, MHDC or DSS during normal business hours.

The grantee shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to this Agreement. These include, but are not limited to:

- Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
- Title VIII of the 1968 Civil Rights Act (as amended, the "Fair Housing Act");
- Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. § 206 (d));
- Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.) which prohibit discrimination on the basis of disabilities;
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101-6107) which prohibits discrimination on the basis of age;
- Equal Employment Opportunity - E.O. 11246, "Equal Employment Opportunity", as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity";

- The Pro-Children Act of 1994 (PL 103-227) regarding environmental tobacco smoke;
- Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Requirements;
- Missouri Governor's E.O. #94-03 (excluding article II due to its repeal);
- Missouri Governor's E.O. #05-30; and
- Executive Orders 11063 and 11246;
- Equal Access In Accordance with an Individual's Gender Identity in Community Planning and Development Programs (24 CFR Part 5) and Equal Access To Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity(24 CFR Parts 5, 200, 203, 236, 400, 570, 574, 891, and 982) (collectively, the "HUD Equal Access Rules")
- The Affirmatively Furthering Fair Housing Rule at 24 CFR parts 5, 91, 92, et al.;
- The affirmative fair housing marketing requirements at 24 CFR part 200, subpart M; and
- The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided under the agreement.

Pursuant to 24 CFR 576.405, the grantee shall ensure participation of homeless persons in policy-making and operations of the program.

Pursuant to 24 CFR 576.406, the grantee shall ensure that religious or faith-based organizations are eligible for program participation on the same basis as any other non-profit organization.

- The grantee shall ensure that participating faith-based organizations do not engage in inherently religious activities, such as worship, religious instruction or proselytization as a part of programs or services funded under the ESG programs.
- In the event a faith-based organization conducts inherently religious activities, such activities must be offered separately in time or location from the programs or services funded under the ESG program and participation in these programs must be voluntary for clients and not a condition for participation in the ESG. Grantee must ensure that each client served under the ESG program signs a form to be retained in the client's file indicating that the client has been made aware that he/she is not obligated to participate in or otherwise attend any religious services or other activities as a condition of receiving assistance under the ESG program.
- Faith-based or religious organizations may carry out their missions, including the definition, practice and expression of religious beliefs, provided that no ESG funds are used to support any inherently religious activities. Organizations may use space in their facilities to provide ESG services without removing religious art, icons, scriptures or other religious symbols.
- Faith-based and religious organizations may not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- In the event a faith-based grantee receives non-ESG funding from its ESG funder to supplement its ESG activities, the faith-based grantee shall have the option to segregate or co-mingle these funds. In the event such funds are co-mingled, all requirements of paragraph 3.8.4 shall apply to all such co-mingled funds.

Pursuant to 24 CFR 576.407(b), the grantee shall ensure that it utilizes affirmative outreach as required herein.

The grantee must make known that use of the facilities, assistance, and services are available to all on a non-discriminatory basis regardless of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for those facilities and services.

The grantee must take appropriate steps to ensure effective communication and accessibility to persons with disabilities.

Consistent with Title VI and Executive Order 13166, the grantee must ensure meaningful access to persons with limited English proficiency (LEP).

The grantee shall comply with:

- environmental review responsibilities required pursuant to 24 CFR Part 58 for any ESG-funded activities, which shall include submitting to MHDC any and all documentation required by MHDC in MHDC's reasonable discretion that Grantee is in full compliance with any and all environmental review responsibilities imposed upon Grantee pursuant to 24 CFR Part 58 with respect to any and all ESG-funded activities;
- section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, regarding procurement of recovered materials; and
- the Uniform Relocation Assistance And Real Property Acquisition Policies Act of 1970 (URA) 42 USC 4601-4655, 49 CFR part 24, 42 USC 3601, and section 504 of the Rehabilitation Act (29 USC 794) regarding displacement, relocation, acquisition, and appeals (CFR 576.408).

The grantee shall comply with the requirements of Uniform Guidance, including any and all subsequent amendments or revisions, as applicable. A copy of any audit report shall be sent to MHDC, upon MHDC's request. The grantee shall return to grantor any funds disallowed in an audit of this Agreement.

If the grantee is a sub-recipient as defined in Uniform Guidance, the grantee shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the grantee through this agreement.

The grantee shall comply with 31 U.S.C. § 1352 relating to limitations on use of appropriated funds to influence certain federal contracting and financial transactions. No funds under this agreement shall be used to pay the salary or expenses of the grantee, or agent acting for the grantee, to engage in any activity designed to influence legislation or appropriations pending before the United States Congress or Missouri General Assembly. The grantee shall comply with all requirements of 31 U.S.C. § 1352 which is incorporated herein as if fully set forth. The grantee shall submit to grantor, when applicable, Disclosure of Lobbying Activities reporting forms.

**Staff:** Ryan Shrimplin, AICP - City  
**Agenda:** Planner  
4/15/2019

**AGENDA REPORT**  
Cape Girardeau City Council

**19-080**

**SUBJECT**

A Resolution authorizing the City Manager to execute a Release of Lien for property located at 1935 Benjamin Court, under the Neighborhood Stabilization Program, in the City of Cape Girardeau, Missouri.

**EXECUTIVE SUMMARY**

The attached resolution authorizes a Release of Lien pertaining to a rehabilitation grant for the property at 1935 Benjamin Court.

**BACKGROUND/DISCUSSION**

On December 15, 2011, the owners of the property at 1935 Benjamin Court entered into a grant agreement with the City as part of the Neighborhood Stabilization Program. The grant agreement constituted a lien against the property in the event the owners failed to comply with the terms of the program. The owners are selling the property and paying the balance of the grant amount in order to have the lien released. The total amount of the grant was \$25,323.57. The balance being paid by the owners is \$5,064.71. These recaptured funds will be applied as program income for use on other housing grant programs. Since the owners are paying the balance of the grant, the lien needs to be released. The Release of Lien is attached. Also attached is the grant agreement, for reference.

**FINANCIAL IMPACT**

There is no direct financial impact to the City.

**STAFF RECOMMENDATION**

Staff recommends approval of the resolution.

**ATTACHMENTS:**

Name:	Description:
<a href="#">Release of Lien-1935 Benjamin Court NSP.doc</a>	Resolution
<a href="#">Release of Lien 1935 Benjamin Court.pdf</a>	Release of Lien-1935 Benjamin Court
<a href="#">Grant Agreement-1935 Benjamin Court.pdf</a>	Grant Agreement-1935 Benjamin Court

RELEASE OF LIEN

WHEREAS, Jason and Sarah E. Chavez are the owners of a dwelling unit located on the following described real estate in the City of Cape Girardeau, Cape Girardeau County, Missouri, more particularly described as follows, to-wit:

1935 Benjamin Court – Lot Twenty-Seven (27) of Red Oaks Estates Revised Record Plat, a subdivision in the City and County of Cape Girardeau, Missouri as shown by plat filed in Plat Book 18 at Page 50.

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

WHEREAS, this Neighborhood Stabilization Program Grant Agreement for the grant of money for repair was made in writing dated December 15, 2011, and recorded in 2011-14406 of the land records of Cape Girardeau County, Missouri; and

WHEREAS, said Neighborhood Stabilization Program Grant Agreement constituted a lien against the above described property; and

WHEREAS, the balance of said grant has been paid in full; and

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

NOW, THEREFORE, comes the City Manager of the City of Cape Girardeau, Missouri, pursuant to Resolution Number \_\_\_\_\_, adopted by the City Council of Cape Girardeau, Missouri, on April 15, 2019, authorizing the City Manager to execute this Release, and the City Manager, pursuant to said authorization of the City Council, does hereby remise, release and forever quit claim its lien against the above described property on account of the hereinabove described agreement.

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

CITY OF CAPE GIRARDEAU, MISSOURI

\_\_\_\_\_

Scott A. Meyer, City Manager

ATTEST:

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



33048  
C/L



8 0 3 7 8 2 4  
Tx:4025075



**DOCUMENT #**  
**2011-14406**

**SCOTT R CLARK**  
**RECORDER OF DEEDS**  
**CAPE GIRARDEAU COUNTY, MO**  
**RECORDED ON**  
**12/29/2011 12:00 PM**  
**REC FEE: 33.00**  
**PAGES: 4**

**RECORDER OF DEEDS  
COVER PAGE**

**Title of Document:** Grant Agreement

**Date of Document:** December 15, 2011

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

**Grantee(s) Name & Address:** Jason and Sarah E. Chavez  
1935 Benjamin Court  
Cape Girardeau, MO 63701

**Legal Description:** Lot Twenty-Seven (27) of Red Oak Estates Revised Record Plat,  
a subdivision in the City and County of Cape Girardeau, MO

**Reference Book & Page, if Required:** Plat Book Number 18 at Page Number 50

**TEN (10) YEAR GRANT AGREEMENT**

**NEIGHBORHOOD STABILIZATION PROGRAM**  
**GRANT AGREEMENT**

WHEREAS, the undersigned are the owners of a dwelling unit located on the following described real estate in the City of Cape Girardeau, Cape Girardeau County, Missouri, more particularly described as follows, to-wit:

1935 Benjamin Court

Legal Description: Lot Twenty-Seven (27) of Red Oak Estates Revised Record Plat, a subdivision in the City and County of Cape Girardeau, Missouri, as shown by a plat filed in Plat Book 18 at page 50.

Whereas, the City of Cape Girardeau, has been authorized to make grants for the down payment and closing cost under the Neighborhood Stabilization Program to assist in the purchase of a house, and

Whereas, it is the intention of the City of Cape Girardeau to benefit only owner-occupants that meet the income eligibility requirements of program, completed eight (8) hours of housing counseling and are credit ready, and

Whereas, the owners of the above described real estate will receive a grant for down payment and closing costs from the City of Cape Girardeau, Missouri, in the amount of Twenty-five Thousand Three Hundred Twenty-three and Dollars and 57 Cents (\$25,323.57) to assist in the purchase of a house in the Neighborhood Stabilization Program, and

Whereas, said grant is to be repaid to the City of Cape Girardeau, under certain conditions.

Now therefore, it is agreed by the undersigned owners of the above described premises, in consideration of Twenty-five Thousand three Hundred Twenty-three Dollars and 57 Cents (\$25,323.57), a grant for down payment and closing cost of the above described premises from the City of Cape Girardeau, Missouri:

This Agreement and sale restrictions specified herein, shall commence on the date the Owner and City execute this Agreement (the "Commencement Date"), and shall automatically terminate on the tenth (10<sup>TH</sup>) anniversary of the Commencement Date.

If the ownership or occupancy of the above described property by the grant recipient ceases within ten years from the date of this agreement, the entire grant or a percentage thereof shall be repaid to the City of Cape Girardeau, Missouri. Repayments of the rehabilitation grant shall be based on a 10% reduction of the amount to be repaid per year after five years, according to the following schedule.

Less than 5 year	-----	full amount
Less than 6 years	-----	40% repayment
Less than 7 years	-----	30% repayment
Less than 8 years	-----	20% repayment
Less than 9 Years	-----	10% repayment



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

My Commission Expires:

1 Deborah L. Bess  
Notary Public

STATE OF MISSOURI

COUNTY OF CAPE GIRARDEAU

)  
) ss.  
)



DEBORAH L. BESS  
My Commission Expires  
August 18, 2012  
Cape Girardeau County  
Commission #08524880

On this 15<sup>th</sup> day of December, 2011, 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.

Carol A. Peters  
Notary Public

My Commission Expires:



CAROL A. PETERS  
My Commission Expires  
November 17, 2012  
Cape Girardeau County  
Commission #08684121

**Staff:** Kelly Green, P.E., City Engineer  
**Agenda:** 4/15/2019

**AGENDA REPORT**  
Cape Girardeau City Council

**19-081**

**SUBJECT**

A Resolution authorizing the City Manager to execute a License and Indemnity Agreement with Terry and Cynthia McDowell, a married couple for installation of pavers on an existing gravel driveway in the City ROW at 1 Oakenwold, in the City of Cape Girardeau, Missouri.

**EXECUTIVE SUMMARY**

Terry and Cynthia McDowell, a married couple, has requested the City Manager execute a License and Indemnity Agreement to install pavers on an existing gravel driveway in the City ROW at 1 Oakenwold. The attached License and Indemnity Agreement sets out the responsibilities, conditions, and liabilities assumed by Terry and Cynthia McDowell, if the City allows the use of 1 Oakenwold right-of-way as requested.

**FINANCIAL IMPACT**

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

**STAFF RECOMMENDATION**

Staff recommends approval of the attached Resolution authorizing the City Manager to enter into a License and Indemnity Agreement with Terry and Cynthia McDowell, a married couple for installation of pavers on an existing gravel driveway in the City ROW at 1 Oakenwold,

**ATTACHMENTS:**

Name:	Description:
<a href="#">L I 1 Oakenwold McDowell.doc</a>	Resolution
<a href="#">1 Oakenwold L I Executed.pdf</a>	1 Oakenwold L&I

## LICENSE AND INDEMNITY AGREEMENT

In consideration of the City Council of the City of Cape Girardeau, Missouri, hereinafter known as "City", granting Terry and Cynthia McDowell, a married couple hereinafter known as "Licensee", permission to use and place certain improvements on City property which is located at 1 Oakenwold in the City of Cape Girardeau, Missouri, Cape Girardeau County, Missouri, the parties hereto state as follows:

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

To install pavers on existing gravel driveway. Driveway is 20 feet wide at the street right of way. Drive will also have a stone border measuring 14 feet wide.

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



Terry McDowell  
Terry McDowell

STATE OF Missouri )  
COUNTY OF Cape Girardeau ) ss.

BE IT REMEMBERED, that on this 9th day of April, 2019, before me, personally appeared Terry McDowell, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

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



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

Loretta L. Kincaid  
Notary Public

My Commission Expires:  
11-28-2021

Cynthia M. McDowell  
Cynthia McDowell

STATE OF Missouri )  
COUNTY OF Cape Girardeau ) ss.

BE IT REMEMBERED, that on this 9th day of April, 2019, before me, personally appeared Cynthia McDowell, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

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



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

Loretta L. Kincaid  
Notary Public

My Commission Expires:  
11-28-2021

Legal Description  
1 Oakenwold  
Cape Girardeau, Missouri

TRACT 1 - ALL OF LOTS 5 AND 6, BLOCK 3 OF GREEN MEADOWS SUBDIVISION, PART OF LOTS 5 AND 6 OF SLOAN'S FARM SUBDIVISION OF OUT LOTS 69 AND 71, PART OF OUT LOT 71 AND A PART OF OUT LOT 70 OF SURVEY 2199, TOWNSHIP 31 NORTH, RANGE 14 EAST IN THE CITY AND COUNTY OF CAPE GIRARDEAU COUNTY, MISSOURI CONTAINING 21.359 ACRES (MORE OR LESS) DESCRIBED AS FOLLOWS:

Begin at the Southeast corner of Lot 4 of Sylvan Acres Subdivision (1/2" iron rod) as recorded in Plat Book 4, Page 27 of the land records of said County; thence South  $57^{\circ}28'38''$ W, 38.00 feet; thence S  $28^{\circ}01'22''$  E, 145.32 feet; thence N  $57^{\circ}28'38''$  E, 209.30 feet to a point in the center of Sylvan Lane; thence southeasterly along arc of a Curve to the Left having a Radius of 256.17 feet along the arc of said Curve to the Left and with the centerline of Sylvan Lane, 19.97 feet (Chord = S  $34^{\circ}50'29''$  E, 19.96 feet); thence S  $57^{\circ}28'38''$  W and leaving said centerline, 211.59 feet; thence S  $28^{\circ}14'21''$  E, 210.27 feet; thence S  $79^{\circ}49'54''$  E, 444.63 feet to a point on the West Right of Way line of big Bend Road; thence southeasterly along the arc of a Curve to the Right having a Radius of 1809.69 feet and with said Right of Way Line, 102.26 feet (chord = S  $05^{\circ}51'00''$  E, 102.25 feet) to the Point of Tangent; thence S  $04^{\circ}13'52''$  E along said Right of Way Line, 267.42 feet to the Point of Curve of a Curve to the Right having a Radius of 384.20 feet; thence southwesterly along arc of said Curve to the Right and with said Right of Way line, 155.53 feet (chord- S  $07^{\circ}21'58''$  W, 154.47 feet) to the Point of Tangent; thence S  $18^{\circ}57'46''$  W along said Right of Way Line, 352.92 feet to the Point of Curve of a Curve to the Right having a Radius of 681.35 feet; thence southwesterly along the arc of said Curve to the Right and with said Right of Way Line, 114.67 feet (Chord = S  $23^{\circ}47'03''$  W, 114.53 feet) to the Point of Tangent; thence S  $28^{\circ}36'18''$  W along said Right of Way Line, 138.22 feet to the Southeast corner of Lot 5, Block 3 of Green Meadows Subdivision; thence N  $61^{\circ}18'00''$  W along the South Line of Said Lot 5 and leaving said West Right of Way Line, 150.03 feet to the Southwest corner of said Lot 5; thence N  $48^{\circ}47'21''$  W along the Northeasterly Line of Sylvan acres Fourth Subdivision, 858.90 feet to the Northwest corner of Lot 3 of Sylvan Acres Fourth Subdivision; thence N  $14^{\circ}39'04''$  E along the East Line of Sylvan Acres Third Subdivision, 923.61 feet to the Northeast corner of Sylvan Acres Third Subdivision; thence S  $83^{\circ}38'00''$  E, 179.10 feet to the point of Beginning. SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY, RESTRICTIONS AND LICENSE AFFECTING SAME AS SHOWN ON THE RECORD PLAT OR AS EITHER WIRTTEN OR IMPLIED.

**Staff:** Kelly Green, P.E., City Engineer  
**Agenda:** 4/15/2019

**AGENDA REPORT**  
Cape Girardeau City Council

**19-082**

**SUBJECT**

A Resolution authorizing the City Manager to enter into a contract with Nip Kelley Equipment Company, Inc., for the Gordonville Booster Pump Station in the City of Cape Girardeau, Missouri.

**EXECUTIVE SUMMARY**

This project consists of the construction/installation of a new pre-fabricated booster pump station at 2990 Gordonville Road, including emergency generator, electrical service, controls, site piping, abandonment of the existing underground booster pump station, site restoration, and all the associated items and requirements as indicated in the Project Plans and Specifications prepared by Horner & Shifrin, Inc. and dated March 2019 for the City of Cape Girardeau, Missouri.

**BACKGROUND/DISCUSSION**

The need for this project was identified in the City's Water Master Plan of 2011 and placed on the City's Capital Improvement Plan in 2012. The job specific provisions were provided by Horner & Shifrin, Inc., and were reviewed and approved for bidding, the Notice to Bid was publicly advertised and bids were taken on April 9, 2019. Two (2) contractors responded with bids ranging from the highest of \$639,275.00 to the low of \$523,610.00. The two bids received were below the Engineer's Estimate of \$872,100.00. The low bid was submitted by Nip Kelley Equipment Company, Inc.

**FINANCIAL IMPACT**

The construction contract is to be issued to the low bidder, Nip Kelley Equipment Co., Inc., for the bid amount of \$523,610.00 with funding from the Enterprise Water Fund.

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

The new booster pump station and backup generator at the Gordonville Road tank site will replace an existing underground booster pump facility which is failing. This project will benefit the City of Cape Girardeau's water system by increasing pump capacity to meet growing water demand and ensuring the continued reliability of water service to commercial businesses, healthcare facilities and residences located within the Gordonville Pressure Zone. The generator will power both the pump station and a future on-site public safety radio tower during power outages.

**STAFF RECOMMENDATION**

Staff recommends the Council pass and approve a resolution authorizing the City Manager to enter into a contract with Nip Kelley Equipment Company, Inc., for the Gordonville Booster Pump Station.

**ATTACHMENTS:**

Name:	Description:
<a href="#">Agreement Nip Kelley Gordonville Pump Station.doc</a>	Resolution
<a href="#">Agreement Gordonville Booster Pump Station 6212.pdf</a>	Gordonville Booster Pump Station Agreement
<a href="#">Bid Tab Complete 6212.pdf</a>	6212 - Bid Tab X Copy



**CITY OF CAPE GIRARDEAU**  
**GORDONVILLE**  
**BOOSTER PUMP STATION**

*Project No. 6212*

**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 work consists of the construction/installation of a new pre-fabricated booster pump station at 2990 Gordonville Road, including emergency generator, electrical service, controls, site piping, abandonment of the existing underground booster pump station, site restoration, and all the associated items and requirements as indicated in the Project Plans and Specifications prepared by Horner & Shifrin, Inc. and dated March 2019 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 240 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 270 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 Nine Hundred Fifty dollars \$950.00 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 Nine Hundred Fifty dollars \$950.00 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 amount determined pursuant to paragraph 4.1 below:

4.1 For Lump Sum Amount.

LUMP SUM CONTRACT AMOUNT Five hundred twenty-three thousand six hundred ten dollars and zero cents. (\$523,610.00)

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

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

## **Article 6. INTEREST.**

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

## **Article 7. CONTRACTOR'S REPRESENTATIONS.**

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

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

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

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

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

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

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

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

#### **Article 8. CONTRACT DOCUMENTS.**

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

8.1 This Agreement (pages A-1 to A-7 inclusive).

8.2 Exhibits to this Agreement (pages \_\_\_\_ to \_\_\_\_, 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 Gordonville Booster Pump Station

8.8 Drawings.

8.9 Addenda numbers \_\_\_ to \_\_\_, inclusive.

8.10 CONTRACTOR'S Bid (pages BF-1 to BF-7, 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 \_\_\_\_\_, 2019 (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 \_\_\_\_\_

Attest \_\_\_\_\_

Address for giving notices

Address for giving notices

401 Independence Street

41 North 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.)

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Exhibit "A"

**CITY OF CAPE GIRARDEAU**  
**GORDONVILLE**  
**BOOSTER PUMP STATION**

**Project No. 6212**

**BID FORM**  
**(EJCDC 1910-18) (1990)**

**PROJECT IDENTIFICATION:** The improvements consist of:

The construction/installation of a new pre-fabricated booster pump station at 2990 Gordonville Road, including emergency generator, electrical service, controls, site piping, abandonment of the existing underground booster pump station, site restoration, and all the associated items and requirements as indicated in the Project Plans and Specifications prepared by Horner & Shifrin, Inc. and dated March 2019 for the City of Cape Girardeau, Missouri.

**THIS BID IS SUBMITTED TO:** CITY OF CAPE GIRARDEAU MO  
CITY ENGINEER'S OFFICE  
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 22, 2019

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(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 Tim Richmond, Project Manager, City of Cape Girardeau at 573-339-6327 or trichmond@cityofcapegirardeau.org.

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

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

- submitting a completed, notarized copy of **AFFIDAVIT OF WORK AUTHORIZATION** and
- providing documentation affirming the bidder's enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein.

(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):

**Booster Pump Station (including emergency generator and all associated items and requirements specified herein)**

Lump Sum Contract Base Bid Price

\$ 523,610.00  
(Total in numeric figures)

Five hundred twenty-three thousand six hundred ten dollars  
(Total in Written Words)

(Total bid amount is to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

5. BIDDER agrees that the Work will be substantially complete within 240 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 270 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 times 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/e-verify>
- (f) Exhibit Affidavit of OSHA Training
- (g) Certification Regarding Debarment, Suspension and Other Responsibility Matters

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

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

8. Communications concerning this Bid shall be addressed to:

Name Vince Kelley

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

(a) Performance and Payment Bonding Company

Name Merchants Bonding Company

Address 6700 Westown Parkway, Des Moines, IA 50266

Agent\Power of Attorney Name (if used) Donald L. Wasoba

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

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

SUBMITTED on April 9, 2019

State Contractor License No. 0010575

IF BIDDER is:

An Individual

By \_\_\_\_\_

(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.  
(Corporation Name)

Missouri  
(State of Incorporation)

By Vince Kelley  
(Name of Person Authorized to Sign)

President  
(Title)

(Corporate Seal)

Attest Jan Kelley  
Jan Kelley (Secretary)

Business address: 41 North Sprigg Street

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)
Cotner Electric	Electrical
_____	_____
_____	_____
_____	_____
_____	_____

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

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Company ID Number: 211168

**THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION  
MEMORANDUM OF UNDERSTANDING**

**ARTICLE I**

**PURPOSE AND AUTHORITY**

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **Nip Kelley Equipment Company, Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

**ARTICLE II**

**FUNCTIONS TO BE PERFORMED**

**A. RESPONSIBILITIES OF SSA**

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 211168

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Nip Kelley Equipment Company, Inc.

**Vince Kelley**

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

05/05/2009

Date

Department of Homeland Security – Verification Division

**USCIS Verification Division**

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

05/05/2009

Date

Company ID Number: 211168

## Information Required for the E-Verify Program

### Information relating to your Company:

Company Name: Nip Kelley Equipment Company, Inc.

Company Facility Address: 41 North Sprigg

Cape Girardeau, MO 63701

Company Alternate  
Address:

County or Parish: CAPE GIRARDEAU

Employer Identification

Number: 431086200

North American Industry  
Classification Systems

Code: 237

Parent Company: Nip Kelley Equipment Company, Inc.

Number of Employees: 20 to 99

Number of Sites Verified

for: 1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- MISSOURI 1 site(s)

Company ID Number: 211168

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name: **Staci L Pepple**  
Telephone Number: **(573) 334 - 0553**  
E-mail Address: **spepple@nipkelleyco.com**

Fax Number: **(573) 334 - 2025**

Name: **Vince L Kelley**  
Telephone Number: **(573) 334 - 0553**  
E-mail Address: **vkelly@nipkelleyco.com**

Fax Number: **(573) 334 - 2025**

**EXHIBIT**  
**AFFIDAVIT OF OSHA TRAINING**

COMES NOW (Name) Vince Kelley as (Office Held) President  
of (Company Name/Contractor) Nip Kelley Equipment Co., Inc. first being duly sworn, on  
my oath, affirm in connection with the contracted services related to Gordonville Booster Pump  
Station (Project Name) for the duration of the contract, as follows:

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

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

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

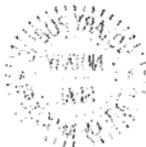
4. Contractor shall require all of its Subcontractors to comply with the requirements of Section 292.675, RSMo.

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

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

7. Contractor acknowledges that in the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675, RSMo., has occurred

STATE OF MISSOURI  
DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS  
OFFICE OF THE ATTORNEY GENERAL  
ST. LOUIS, MISSOURI



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

FURTHER AFFIANT SAITH NOT.

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

Nip Kelley Equipment Co., Inc.

(name of corporation)

By:

(name of officer of corporation and title)

Vince Kelley, President

ATTEST:

*Jan Kelley*  
Secretary (or other officer) Jan Kelley

(SEAL OF CORPORATION)

STATE OF MISSOURI

COUNTY OF CAPE GIRARDEAU

)  
) ss.  
)

On this 9<sup>th</sup> day of April, 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. PEPPE  
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) Gordonville Booster Pump Station for the duration of the contract in accordance with RSMo Chapter 285.530(2).

2. I also affirm that (Company Name/Contractor) Nip Kelley Equipment Co., Inc. not and will not knowingly employ a person who is an unauthorized alien in connection with the contract services related to (Project Name) Gordonville Booster Pump Station 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:

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

ATTEST:

Jan Kelley  
Secretary (or other officer) Jan Kelley

(SEAL OF CORPORATION)

STATE OF MISSOURI

)  
) ss.  
)

COUNTY OF CAPE GIRARDEAU

On this 9<sup>th</sup> day of April, 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.

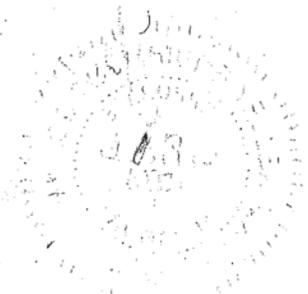
Staci L Pepple  
Notary Public

My Commission Expires:

Feb 9, 2021



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



# CITY of CAPE GIRARDEAU

## Certification Regarding Debarment, Suspension and Other Responsibility Matters

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

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

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

Vince Kelley, President

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

4/09/19

Date

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

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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:** April 9, 2019

**PROJECT (Brief Description Including Location):**

Gordonville Booster Pump Station

**BOND**

**BOND NUMBER:**

**DATE: (Not later than Bid Due Date):** April 9, 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)

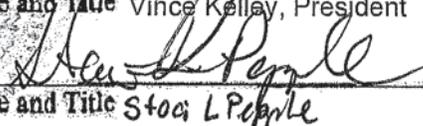
Merchants Bonding Company (Mutual) (Seal)

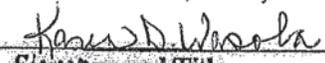
Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By:   
Signature and Title Vince Kelley, President

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

Attest:   
Signature and Title Staci L. Popple

Attest:   
Signature and Title

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.

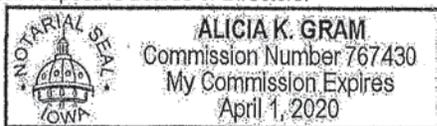


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

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 9th day of April, 2017.

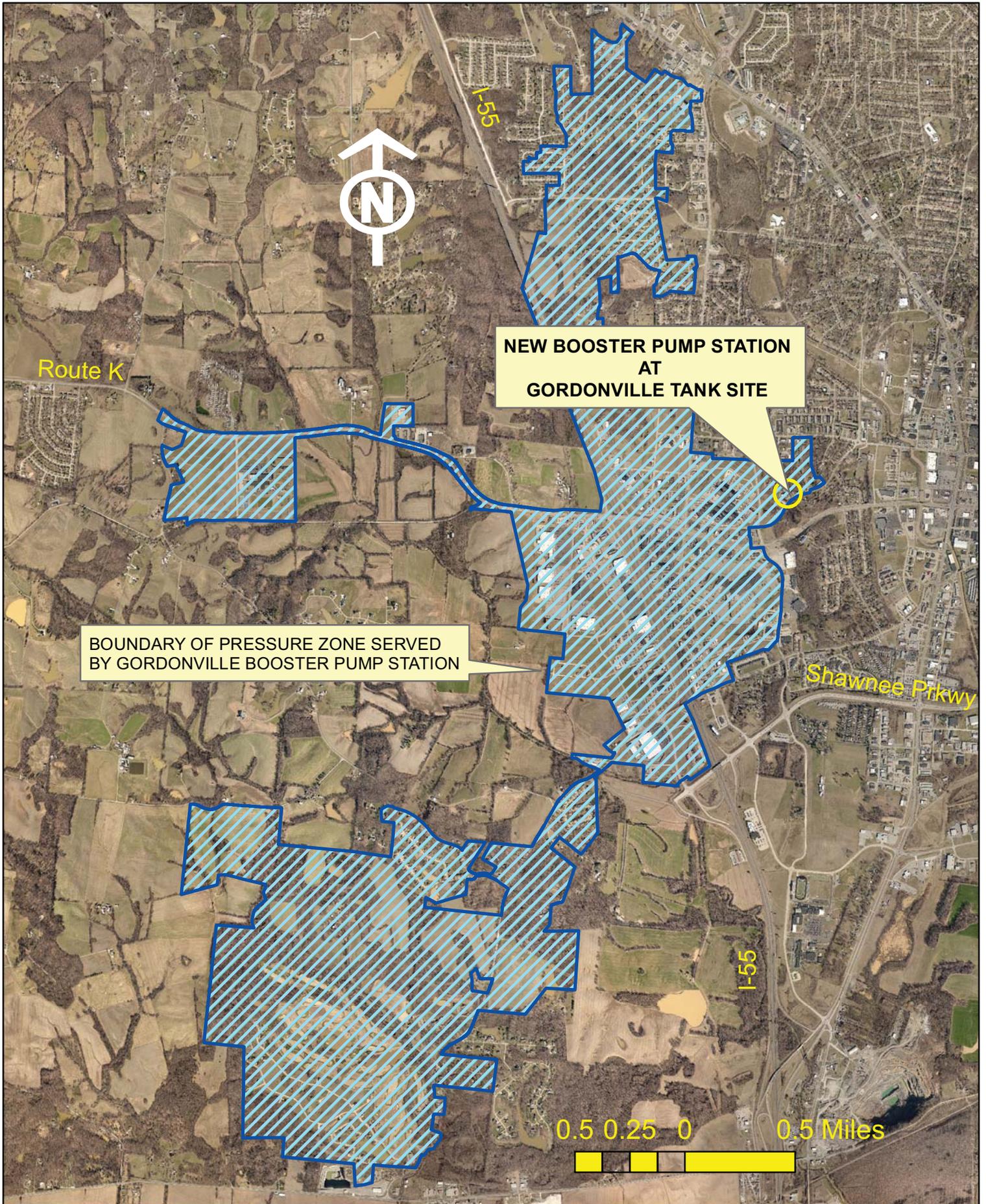


*William Warner Jr.*  
Secretary

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COUNCIL EXHIBIT: GORDONVILLE BOOSTER PUMP STATION

**Staff:** Kelly Green P.E., City Engineer  
**Agenda:** 4/15/2019

**AGENDA REPORT**  
Cape Girardeau City Council

**19-083**

---

**SUBJECT**

Acceptance of public improvements to serve Deerfield Estates Phase 1, in the City of Cape Girardeau.

**BACKGROUND/DISCUSSION**

Drury Properties, Inc. (Mitch Drury) constructed public improvements to serve the Deerfield Estates Phase 1 (County Road 313). The improvements consisted of **water, sanitary sewer, storm sewer, street and sidewalk infrastructure.**

**Water**

11 - Fire Hydrant Assemblies  
3965 LF of 8 inch C-900 PVC Water Main

**Sanitary Sewer**

33 - Standard Manholes  
5873 LF of 8 inch SDR-35 PVC Sanitary Sewer Main

**Storm Sewer**

20 - Catch Basins within the ROW  
3 - Junction Boxes within the ROW  
168 LF of 15 inch RCP Storm Pipe  
496 LF of 15 inch HDPP Storm Pipe  
288 LF of 18 inch RCP Storm Pipe  
213 LF of 18 inch HDPP Storm Pipe  
213 LF of 24 inch HDPP Storm Pipe  
62 LF of 36 inch RCP Storm Pipe  
306 LF of 36 inch HDPP Storm Pipe

**Paving**

7550 LF of 4 inch thick Concrete Sidewalk  
33 ADA Ramps  
1750 LF of Kingston Avenue Concrete Street Extension  
1025 LF of Chardonay Lane Concrete Street Extension  
600 LF of Doe Run Concrete Street Extension  
200 LF of Payton Court Concrete Street Extension  
200 LF of Clayton Court Concrete Street Extension

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

**FINANCIAL IMPACT**

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

## STAFF RECOMMENDATION

---

Staff recommends the Council accept, by motion, the public improvements to serve Deerfield Estates Phase 1 into the City's System.

### **ATTACHMENTS:**

Name:	Description:
☐ <a href="#">36853_Deerfield_as_built_(1).pdf</a>	36853 Deerfield as built (1)
☐ <a href="#">36853_Deerfield_as_built_(2).pdf</a>	36853 Deerfield as built (2)
☐ <a href="#">36853_Deerfield_as_built_(3).pdf</a>	36853 Deerfield as built (3)

# RECORD PLANS FOR DEERFIELD ESTATES LAMPE ROAD (COUNTY ROAD 313)

DRURY PROPERTIES, INC.  
C/O: MITCH DRURY  
863 NORTH STATE HIGHWAY 125  
SPRINGFIELD, MO 65802

### RECORD OWNER

DRURY DEVELOPMENT, INC.  
C/O MITCH DRURY

DOC. NO. 2010-03396  
DOC. NO. 2017-13163

### ZONING AND BUILDING SETBACKS

ZONING: PD, PLANNED DEVELOPMENT

FRONT YARD: 20'  
REAR YARD: 20'  
SIDE YARD: 5'



VICINITY MAP

### PLAN SHEET INDEX

R1.0	COVER SHEET
R1.1	QUANTITIES, SANITARY SEWER & STORM SEWER TABLES
R2.0	KEY SHEET
R2.1	INFRASTRUCTURE PLAN (NORTH)
R2.2	INFRASTRUCTURE PLAN (SOUTH)
R2.3	INFRASTRUCTURE PLAN (OFF-SITE)
R3	SANITARY SEWER MAIN A PLAN & PROFILE
R4	SANITARY SEWER MAINS B, C & D PLAN & PROFILES
R5	SANITARY SEWER MAIN E PLAN & PROFILE MH-X1 TO MH-E4
R6	SANITARY SEWER MAIN E PLAN & PROFILE MH-E4 TO MH-E11
R7	SANITARY SEWER MAINS F, G & H PLAN & PROFILES
R8	SANITARY SEWER MAIN K PLAN & PROFILE
R9	STORM SEWER A PLAN & PROFILE
R10	STORM SEWER B PLAN & PROFILE
R11	STORM SEWER D & E PLAN & PROFILES
R12	STORM SEWER F, G & H PLAN & PROFILES
R13	WATER MAIN PROFILES A & B
R14	WATER MAIN PROFILES C, D, E, F, G

### FLOODPLAIN NOTE

THIS PROPERTY IS LOCATED WITHIN ZONE X, AREAS OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON FEMA FIRM MAP COMMUNITY PANEL NO. 29031C 0253E WITH AN EFFECTIVE DATE OF SEPTEMBER 29, 2011.

### UTILITY CONTACTS

- |   |  |
|---|--|
| 1. ELECTRIC SERVICE<br>AMEREN<br>45 SOUTH MINNESOTA<br>P.O. BOX 40<br>CAPE GIRARDEAU, MO 63702<br>MR. RAY PEREZ<br>(573) 651-5723 | 4. POTABLE WATER SYSTEM<br>ALLIANCE WATER RESOURCES<br>2007 SOUTHERN EXPRESSWAY<br>CAPE GIRARDEAU, MO 63703<br>MR. KEVIN PRIESTER<br>(573) 979-0150  |
| 2. NATURAL GAS<br>AMEREN<br>P.O. BOX 40<br>CAPE GIRARDEAU, MO 63702<br>MR. JOSH BEUSSINK<br>(573) 651-5730                        | 5. THE CITY OF CAPE GIRARDEAU<br>PUBLIC WORKS DEPARTMENT<br>2007 SOUTHERN EXPRESSWAY<br>CAPE GIRARDEAU, MO 63703<br>MR. STEVE COOK<br>(573) 339-6351 |
| 3. TELEPHONE SERVICES<br>AT&T<br>800 BROADWAY<br>CAPE GIRARDEAU, MO 63701<br>MR. TOM KILBURN<br>(573) 339-9476                    | 6. CABLE TELEVISION SERVICE<br>CHARTER COMMUNICATIONS<br>3140 WEST NASH ROAD<br>SCOTT CITY, MO 63780<br>MR. CHRIS TUCKER<br>(573) 803-1410           |

### UTILITY NOTE

UTILITIES SHOWN HEREON DERIVED FROM OBSERVED FIELD EVIDENCE. FIELD LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION.



PURSUANT TO FEDERAL, STATE, AND LOCAL STATUTES, NOTIFY MISSOURI ONE-CALL SYSTEM, INC. AT LEAST 48 HOURS PRIOR TO ANY DIGGING, TRENCHING, EXCAVATION, ETC.



THIS DRAWING IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM. ENGINEERS: NOT VALID FOR PROFESSIONAL PURPOSES UNLESS SIGNED AND SEALED.

REV	DATE	DESCRIPTION
1	02.28.19	ADDRESSED CITY COMMENTS
2	02.28.19	ADDRESSED CITY COMMENTS
3	04.09.19	ADDRESSED CITY COMMENTS

### COVER SHEET

KELS PJCT NO. 36853	OWNR PJCT NO.
DESIGNED BY MG	
DRAWN BY MG	SHEET NO.
CHECKED BY CK	<b>R1.0</b>
DATE 04.09.2019	

PHASE 2 SANITARY SEWER NOT YET CONSTRUCTED  
SHOWN FOR REFERENCE ONLY

STRUCTURE	DESCRIPTION	RIM ELEV	INV (IN)	INV (OUT)
MH-A1	INSIDE DROP S.S.M.H.	480.94	475.04 SS-A2	472.84 SS-A1
MH-A2	STANDARD S.S.M.H.	498.12	490.72 SS-A3 490.72 SS-B1	490.62 SS-A2
MH-A3	STANDARD S.S.M.H.	502.36	495.56 SS-A4	495.36 SS-A3
MH-A4	INSIDE DROP S.S.M.H.	512.24	500.84 SS-A5 500.84 SS-C1	500.64 SS-A4
MH-A5	STANDARD S.S.M.H.	519.41	509.81 SS-A6	509.71 SS-A5
MH-A6	STANDARD S.S.M.H.	524.28	514.98 SS-A7	514.78 SS-A6
MH-A7	STANDARD S.S.M.H.	528.30	521.76 SS-A8	521.66 SS-A7
MH-A8	STANDARD S.S.M.H.	534.69		527.49 SS-A8
MH-B1	STANDARD S.S.M.H.	512.63		505.53 SS-B1
MH-C1	STANDARD S.S.M.H.	511.09	502.59 SS-C2	502.49 SS-C1
MH-C2	INSIDE DROP S.S.M.H.	514.96		505.66 SS-C2
MH-C3	STANDARD S.S.M.H.	515.48	508.38 SS-C4	508.28 SS-C3
MH-C4	STANDARD S.S.M.H.	516.59	509.15 SS-C5	509.04 SS-C4
MH-C5	STANDARD S.S.M.H.	519.56	509.66 SS-C6 509.66 SS-D1	509.56 SS-C5
MH-C6	STANDARD S.S.M.H.	546.42		537.12 SS-C6
MH-D1	STANDARD S.S.M.H.	516.19		510.89 SS-D1

STRUCTURE	DESCRIPTION	RIM ELEV	INV (IN)	INV (OUT)
MH-E1	STANDARD S.S.M.H.	480.13	472.03 SS-E2	471.83 SS-E1B
MH-E1A	STANDARD S.S.M.H.	475.95	470.95 SS-E1B 471.23 SS-A1	470.85 SS-E1A
MH-E2	STANDARD S.S.M.H.	478.63	473.83 SS-E3	473.73 SS-E2
MH-E3	INSIDE DROP S.S.M.H.	483.70	477.00 SS-E4 477.00 SS-F1	475.20 SS-E3
MH-E4	STANDARD S.S.M.H.	496.43	490.13 SS-E5	490.03 SS-E4
MH-E5	STANDARD S.S.M.H.	504.57	495.17 SS-E6	495.07 SS-E5
MH-E6	INSIDE DROP S.S.M.H.	505.09	496.99 SS-E7	495.79 SS-E6
MH-E7	INSIDE DROP S.S.M.H.	516.88	497.78 SS-E8 499.08 SS-H1	497.68 SS-E7
MH-E8	INSIDE DROP S.S.M.H.	508.53	500.63 SS-E9	498.53 SS-E8
MH-E9	INSIDE DROP S.S.M.H.	528.96	515.26 SS-E10 517.36 SS-J1	515.16 SS-E9
MH-E10	INSIDE DROP S.S.M.H.	536.04	520.74 SS-E11 518.84 SS-K1	518.74 SS-E10
MH-E11	STANDARD S.S.M.H.	545.99		537.89 SS-E11
MH-F1	INSIDE DROP S.S.M.H.	496.91	489.11 SS-F2 489.61 SS-G1	488.91 SS-F1
MH-F2	STANDARD S.S.M.H.	520.79		508.39 SS-F2
MH-G1	STANDARD S.S.M.H.	499.54		493.94 SS-G1
MH-H1	STANDARD S.S.M.H.	516.36	505.76 SS-H2	505.46 SS-H1
MH-H2	STANDARD S.S.M.H.	520.22	509.82 SS-H3	509.72 SS-H2
MH-H3	STANDARD S.S.M.H.	522.93	511.03 SS-H4	510.93 SS-H3
MH-H4	STANDARD S.S.M.H.	537.32		528.57 SS-H4
MH-J1	INSIDE DROP S.S.M.H.	528.43	521.93 SS-J2	519.93 SS-J1
MH-J2	STANDARD S.S.M.H.	536.90		528.90 SS-J2
MH-K1	STANDARD S.S.M.H.	532.01		520.91 SS-K1
MH-X1	EXISTING S.S.M.H.	475.35	470.35 SS-E1A 470.50 SS-X2	470.40 SS-X1

STRUCTURE	DESCRIPTION	RIM ELEV	INV (IN)	INV (OUT)
MH-L1	STANDARD S.S.M.H.	509.67	501.77 SS-L2	501.67 SS-L1
MH-L2	STANDARD S.S.M.H.	509.76	502.11 SS-L3	502.01 SS-L2
MH-L3	STANDARD S.S.M.H.	512.67		505.67 SS-L3
MH-X4	EXISTING S.S.M.H.	501.11	494.00 SS-X4	
MH-X5	EXISTING S.S.M.H.	506.53	497.30 SS-X5 497.30 SS-X6	497.20 SS-X4
MH-X6	EXISTING S.S.M.H.	506.26	500.20 SS-L1	499.10 SS-X5
MH-X7	EXISTING S.S.M.H.	515.07		507.00 SS-X6

PIPE	SIZE & TYPE	LENGTH	SLOPE	U.S. FL	D.S. FL
SS-A1	8" SDR-35 PVC	146.9 LF	1.29%	472.84	470.95
SS-A2	8" SDR-35 PVC	168.8 LF	9.23%	490.62	475.04
SS-A3	8" SDR-35 PVC	116.4 LF	3.99%	495.36	490.72
SS-A4	8" SDR-35 PVC	211.4 LF	2.41%	500.64	495.56
SS-A5	8" SDR-35 PVC	197.2 LF	4.50%	509.71	500.84
SS-A6	8" SDR-35 PVC	144.5 LF	3.44%	514.78	509.81
SS-A7	8" SDR-35 PVC	254.4 LF	2.62%	521.66	514.98
SS-A8	8" SDR-35 PVC	184.7 LF	3.10%	527.49	521.76
SS-B1	8" SDR-35 PVC	187.0 LF	7.92%	505.53	490.72
SS-C1	8" SDR-35 PVC	155.6 LF	1.06%	502.49	500.84
SS-C2	8" SDR-35 PVC	121.4 LF	2.53%	505.66	502.59
SS-C3	8" SDR-35 PVC	94.2 LF	0.75%	508.28	507.57
SS-C4	8" SDR-35 PVC	155.5 LF	0.43%	509.04	508.38
SS-C5	8" SDR-35 PVC	126.8 LF	0.32%	509.56	509.15
SS-C6	8" SDR-35 PVC	333.4 LF	8.24%	537.12	509.66
SS-D1	8" SDR-35 PVC	171.2 LF	0.72%	510.89	509.66

PIPE	SIZE & TYPE	LENGTH	SLOPE	U.S. FL	D.S. FL
SS-E1A	8" SDR-35 PVC	96.9 LF	0.51%	470.85	470.35
SS-E1B	8" SDR-35 PVC	269.9 LF	0.33%	471.83	470.95
SS-E2	8" SDR-35 PVC	332.2 LF	0.51%	473.73	472.03
SS-E3	8" SDR-35 PVC	136.6 LF	1.01%	475.20	473.83
SS-E4	8" SDR-35 PVC	277.4 LF	4.70%	490.03	477.00
SS-E5	8" SDR-35 PVC	189.0 LF	2.62%	495.07	490.13
SS-E6	8" SDR-35 PVC	103.0 LF	0.60%	495.79	495.17
SS-E7	8" SDR-35 PVC	89.8 LF	0.76%	497.68	496.99
SS-E8	8" SDR-35 PVC	183.4 LF	0.41%	498.53	497.78
SS-E9	8" SDR-35 PVC	413.4 LF	3.51%	515.16	500.63
SS-E10	8" SDR-35 PVC	95.9 LF	3.63%	518.74	515.26
SS-E11	8" SDR-35 PVC	135.0 LF	12.70%	537.89	520.74
SS-F1	8" SDR-35 PVC	198.9 LF	5.99%	488.91	477.00
SS-F2	8" SDR-35 PVC	148.1 LF	13.02%	508.39	489.11
SS-G1	8" SDR-35 PVC	165.1 LF	2.62%	493.94	489.61
SS-H1	8" SDR-35 PVC	114.9 LF	5.55%	505.46	499.08
SS-H2	8" SDR-35 PVC	107.5 LF	3.68%	509.72	505.76
SS-H3	8" SDR-35 PVC	87.8 LF	1.26%	510.93	509.82
SS-H4	8" SDR-35 PVC	201.9 LF	8.69%	528.57	511.03
SS-J1	8" SDR-35 PVC	162.4 LF	1.58%	519.93	517.36
SS-J2	8" SDR-35 PVC	68.3 LF	10.21%	528.90	521.93
SS-K1	8" SDR-35 PVC	251.8 LF	0.82%	520.91	518.84
SS-X1	8" EXIST. PVC	213.3 LF	0.42%	470.40	469.50
SS-X2	8" EXIST. PVC	47.2 LF	0.42%	470.70	470.50

PIPE	SIZE & TYPE	LENGTH	SLOPE	U.S. FL	D.S. FL
SS-L1	8" SDR-35 PVC	138.9 LF	1.06%	501.67	500.20
SS-L2	8" SDR-35 PVC	22.8 LF	1.05%	502.01	501.77
SS-L3	8" SDR-35 PVC	234.2 LF	1.52%	505.67	502.11
SS-X4	8" EXIST. PVC	287.6 LF	1.11%	497.20	494.00
SS-X5	8" EXIST. PVC	67.1 LF	2.68%	499.10	497.30
SS-X6	8" EXIST. PVC	446.3 LF	2.17%	507.00	497.30

PHASE 2 STORM SEWER NOT YET CONSTRUCTED  
SHOWN FOR REFERENCE ONLY

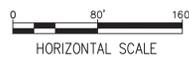
STRUCTURE	DESCRIPTION	RIM ELEV	INV (IN)	INV (OUT)
CB-A1	CATCH BASIN	514.99		511.39 ST-A1
CB-A2	CATCH BASIN	524.14	509.74 ST-A1	509.64 ST-A2
CB-A3	CATCH BASIN	524.22	509.32 ST-A2	509.12 ST-A3
CB-A4	CATCH BASIN	517.31		511.61 ST-A4
CB-A5	CATCH BASIN	517.30	507.30 ST-A3 510.50 ST-A4	507.00 ST-A5
CB-A6	CATCH BASIN	515.14	504.34 ST-A6 501.24 ST-C4	501.18 ST-A7
CB-A7	CATCH BASIN	515.28	501.14 ST-A7	501.08 ST-A8
CB-A8	CATCH BASIN	510.85	499.15 ST-A8 503.25 ST-B6	499.05 ST-A9
CB-A9	CATCH BASIN	510.60	497.70 ST-A9	496.60 ST-A10
CB-B1	CATCH BASIN	536.69		532.19 ST-B1
CB-B2	CATCH BASIN	536.82	531.72 ST-B1	531.52 ST-B2
CB-B3	CATCH BASIN	527.29	521.09 ST-B2	520.49 ST-B3
CB-B4	CATCH BASIN	527.66	520.16 ST-B3	517.16 ST-B4
CB-B5	CATCH BASIN	519.82		513.72 ST-B5
CB-B6	CATCH BASIN	519.73	510.13 ST-B4 513.33 ST-B5	510.03 ST-B6
CB-C1	CATCH BASIN	509.52		504.00 ST-C3
CB-C2	CATCH BASIN	509.66	503.30 ST-C3 503.55 ST-C2	502.05 ST-C4
FES-A1	36" FLARED END	494.02	490.60 ST-A10	
FES-A2	18" FLARED END	501.79	500.00 ST-A11	
FES-C1	18" FLARED END	513.77		511.56 ST-C1
JB-A1	JUNCTION MANHOLE	516.08	505.58 ST-A5	505.48 ST-A6
JB-A2	JUNCTION MANHOLE	509.67	503.66 ST-X1	501.27 ST-A11
JB-C1	JUNCTION MANHOLE	512.08	507.99 ST-C1	507.99 ST-C2

STRUCTURE	DESCRIPTION	RIM ELEV	INV (IN)	INV (OUT)
CB-D1	CATCH BASIN	530.53		526.15 ST-D1
CB-D2	CATCH BASIN	541.34		536.94 ST-D3
CB-D3	CATCH BASIN	541.37	536.27 ST-D3	536.07 ST-D4
CB-D4	CATCH BASIN	539.51	534.01 ST-D4	533.81 ST-D5
CB-D5	CATCH BASIN	539.16	533.56 ST-D5	533.41 ST-D6
CB-D6	CATCH BASIN	526.45		522.00 ST-D7
CB-D7	CATCH BASIN	526.15	521.75 ST-D7	521.50 ST-D8
CB-D8	CATCH BASIN	526.20	521.25 ST-D8	521.25 ST-D9
CB-E1	CATCH BASIN	526.07		521.10 ST-E1
CB-E2	CATCH BASIN	524.20	520.19 ST-E1	520.19 ST-E2
CB-E3	CATCH BASIN	519.28		514.50 ST-E3
CB-E4	CATCH BASIN	519.30	514.30 ST-E2 514.30 ST-E3	510.50 ST-E4
CB-E5	CATCH BASIN	515.72		509.80 ST-E5
CB-E6	CATCH BASIN	515.78	506.98 ST-E4 508.78 ST-E5	506.58 ST-E6
FES-D1	24" FLARED END	519.99	517.24 ST-D10	
FES-E1	30" FLARED END	508.40		505.10 ST-E7
FES-E2	30" FLARED END	505.65	502.36 ST-E8	
JB-D1	JUNCTION MANHOLE	533.18	523.38 ST-D1	522.38 ST-D2
JB-D2	JUNCTION MANHOLE	529.45	521.05 ST-D2 524.15 ST-D6 518.75 ST-D9	518.45 ST-D10
JB-E1	JUNCTION MANHOLE	517.04	503.88 ST-E7 506.14 ST-E6	503.84 ST-E8

STRUCTURE	DESCRIPTION	RIM ELEV	INV (IN)	INV (OUT)
CB-F1	CATCH BASIN	514.23		507.53 ST-F1
FES-F1	15" FLARED END	497.69	495.75 ST-F1	
FES-G1	36" FLARED END	487.75	476.30 ST-G1	
FES-H1	30" FLARED END	498.77		495.47 ST-H1
FES-H2	30" FLARED END	498.44	495.15 ST-H1	
OUTLET G-1	OUTLET STRUCTURE	496.77		490.27 ST-G1

PIPE	SIZE & TYPE	LENGTH	SLOPE	U.S. FL	D.S. FL
ST-A1	18" RCP	184.2 LF	0.89%	511.39	509.74
ST-A2	18" RCP	27.5 LF	1.17%	509.64	509.32
ST-A3	18" HDPP	197.9 LF	0.92%	509.12	507.30
ST-A4	15" RCP	28.2 LF	3.95%	511.61	510.50
ST-A5	24" HDPP	165.1 LF	0.86%	507.00	505.58
ST-A6	24" HDPP	48.0 LF	2.36%	505.48	504.34
ST-A7	36" RCP	31.1 LF	0.13%	501.18	501.14
ST-A8	36" HDPP	305.7 LF	0.63%	501.08	499.15
ST-A9	36" RCP	30.5 LF	4.40%	499.05	497.70
ST-A10	36" HDPP	174.2 LF	3.45%	496.60	496.60
ST-A11	18" HDPP	86.3 LF	1.47%	501.27	500.00
ST-B1	15" RCP	28.1 LF	1.66%	532.19	531.72
ST-B2	15" HDPP	178.3 LF	5.85%	531.52	521.09
ST-B3	15" RCP	28.5 LF	1.14%	520.49	520.16
ST-B4	15" HDPP	259.4 LF	2.71%	517.16	510.13
ST-B5	15" RCP	27.8 LF	1.39%	513.72	513.33
ST-B6	15" HDPP	274.6 LF	2.47%	510.03	503.25
ST-C1	18" RCP	86.0 LF	4.15%	511.56	507.99
ST-C2	18" RCP	233.2 LF	1.90%	507.99	503.55
ST-C3	15" RCP	32.2 LF	2.18%	504.00	503.30
ST-C4	30" HDPP	166.0 LF	0.49%	502.05	501.24

PIPE	SIZE & TYPE	LENGTH	SLOPE	U.S. FL	D.S. FL
ST-D1	18" RCP	158.1 LF	1.75%	526.15	523.38
ST-D2	18" RCP	75.8 LF	1.75%	522.38	521.05
ST-D3	15" HDPP	27.6 LF	2.41%	536.94	536.27
ST-D4	15" HDPP	43.5 LF	4.76%	536.07	534.01
ST-D5	15" RCP	27.6 LF	0.90%	533.81	533.56
ST-D6	15" HDPP	108.4 LF	8.53%	533.41	524.15
ST-D7	15" RCP	31.5 LF	0.79%	522.00	521.75
ST-D8	18" RCP	35.9 LF	0.70%	521.50	521.25
ST-D9	18" RCP	103.1 LF	2.42%	521.25	518.75
ST-D10	24" HDPP	102.7 LF	1.18%	518.45	517.24
ST-E1	15" RCP	38.6 LF	2.36%	521.10	520.19
ST-E2	15" RCP	134.9 LF	4.36%	520.19	514.30
ST-E3	15" RCP	27.0 LF	0.74%	514.50	514.30



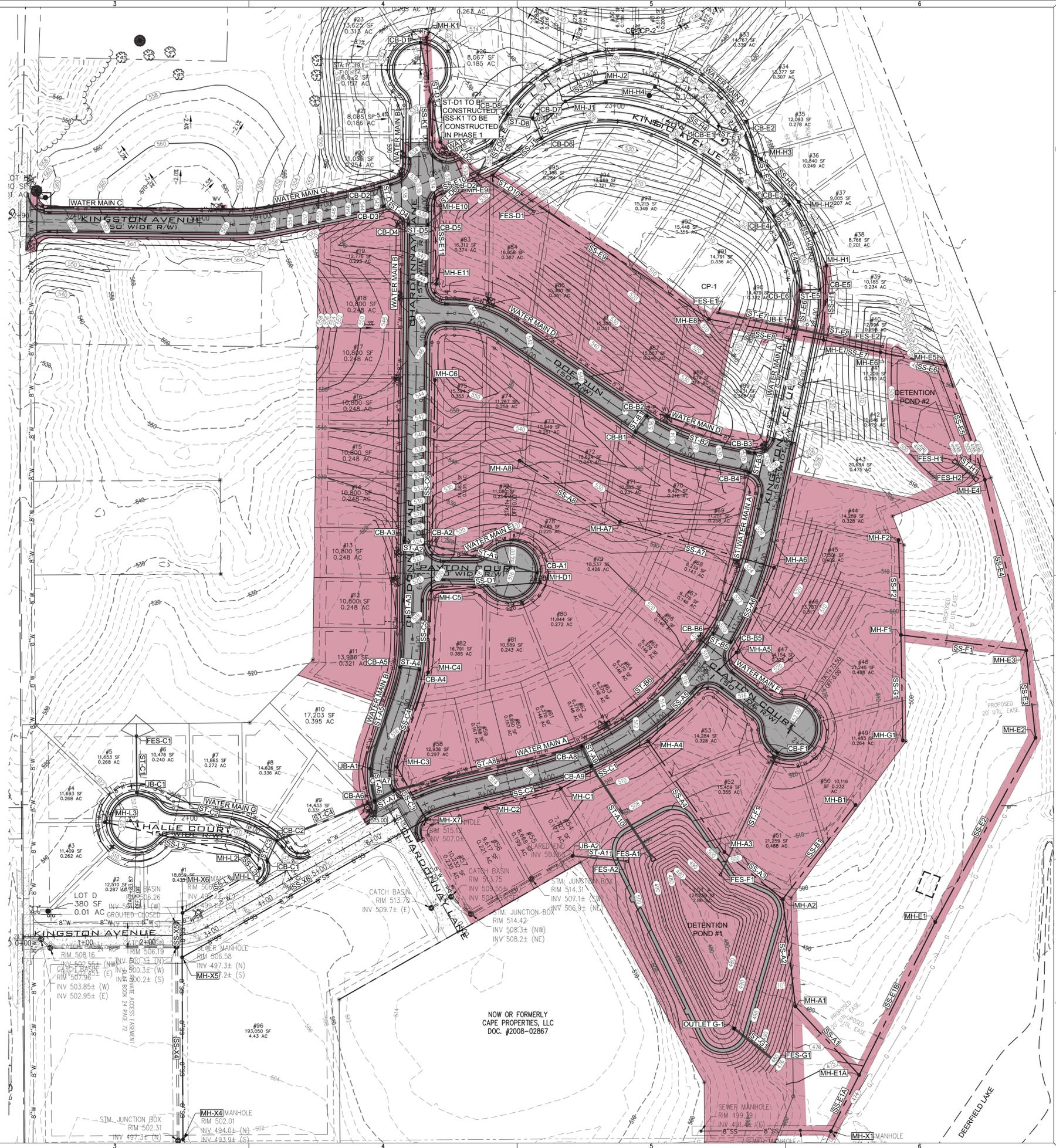
**LEGEND**

- SANITARY SEWER
- SANITARY SEWER MANHOLE
- STORM SEWER
- CATCH BASIN
- WATER MAIN
- AS-BUILT SIDEWALK
- WATER VALVE
- FIRE HYDRANT
- STORM JUNCTION BOX

**RECORD DRAWING NOTES**

THE SANITARY SEWER AND WATER MAIN INFORMATION INDICATED HEREON HAS BEEN VERIFIED IN THE FIELD AND IS CONSIDERED TO BE RECORD INFORMATION. THE SANITARY SEWER WYE INFORMATION INDICATED HEREON WAS PROVIDED BY THE CITY OF CAPE GIRARDEAU INSPECTORS, AND IS SUBJECT TO ANY INACCURACIES IN THOSE NOTES.

PHASE 1 CONSTRUCTION WITHIN SHADED AREA. ALL OTHER AREAS ARE PHASE 2 CONSTRUCTION, SHOWN FOR REFERENCE ONLY. PHASE 2 WILL BE PERMITTED & CONSTRUCTED AT A LATER DATE



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863 NORTH STATE HIGHWAY 125, SPRINGFIELD, MO. 65802

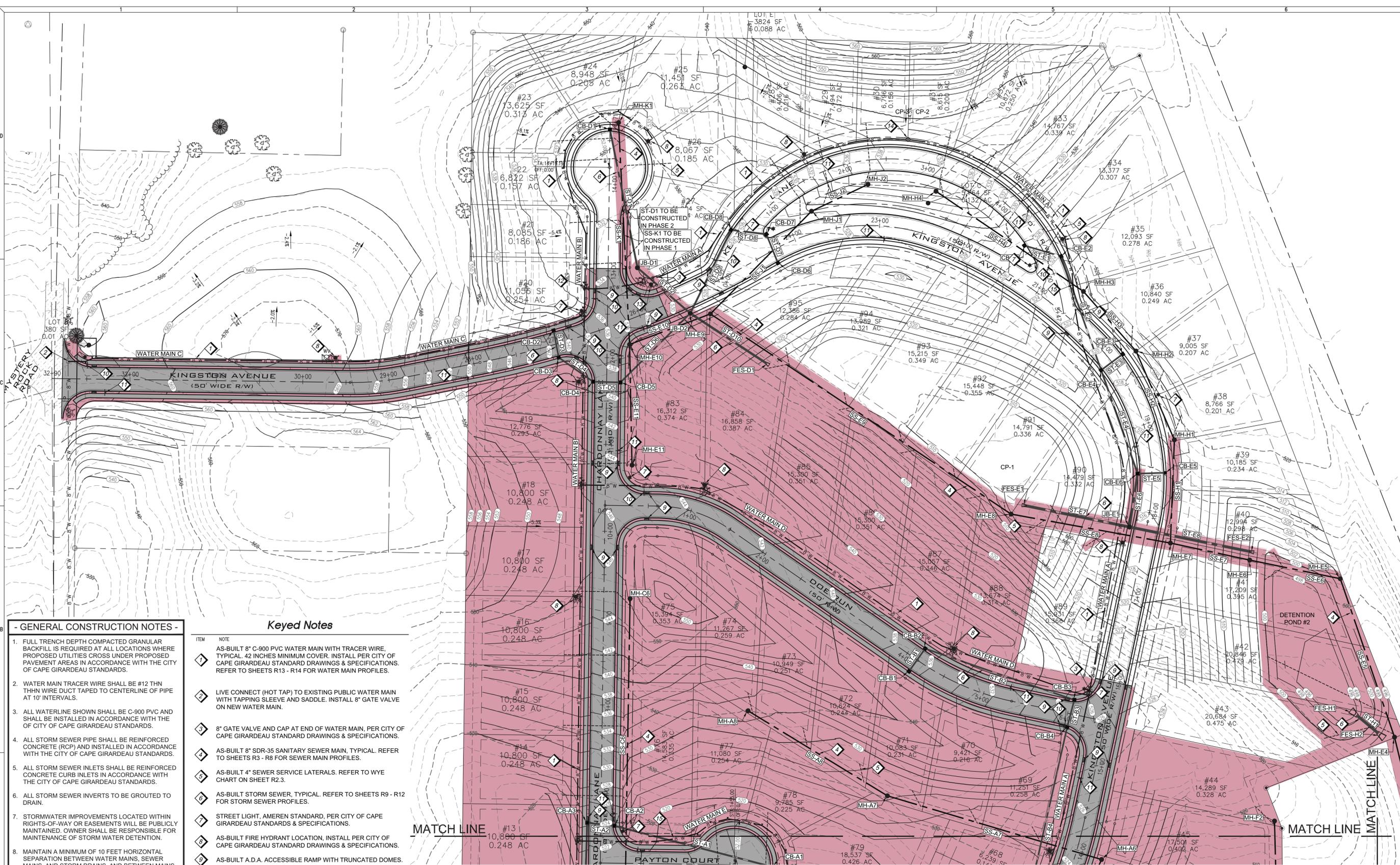


REV	DATE	DESCRIPTION
1	10.28.19	ADDRESSED CITY COMMENTS
2	10.28.19	ADDRESSED CITY COMMENTS
3	04.09.19	ADDRESSED CITY COMMENTS

**KEY SHEET**

KELS PJCT NO.	36853	OWNR PJCT NO.	
DESIGNED BY	MG		
DRAWN BY	MG	SHEET NO.	
CHECKED BY	CK		
DATE	04.09.2019		

**R2.0**



- GENERAL CONSTRUCTION NOTES -**
- FULL TRENCH DEPTH COMPACTED GRANULAR BACKFILL IS REQUIRED AT ALL LOCATIONS WHERE PROPOSED UTILITIES CROSS UNDER PROPOSED PAVEMENT AREAS IN ACCORDANCE WITH THE CITY OF CAPE GIRARDEAU STANDARDS.
  - WATER MAIN TRACER WIRE SHALL BE #12 THIN THIN WIRE DUCT TAPED TO CENTERLINE OF PIPE AT 10' INTERVALS.
  - ALL WATERLINE SHOWN SHALL BE C-900 PVC AND SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF CAPE GIRARDEAU STANDARDS.
  - ALL STORM SEWER PIPE SHALL BE REINFORCED CONCRETE (RCP) AND INSTALLED IN ACCORDANCE WITH THE CITY OF CAPE GIRARDEAU STANDARDS.
  - ALL STORM SEWER INLETS SHALL BE REINFORCED CONCRETE CURB INLETS IN ACCORDANCE WITH THE CITY OF CAPE GIRARDEAU STANDARDS.
  - ALL STORM SEWER INVERTS TO BE GROUTED TO DRAIN.
  - STORMWATER IMPROVEMENTS LOCATED WITHIN RIGHTS-OF-WAY OR EASEMENTS WILL BE PUBLICLY MAINTAINED. OWNER SHALL BE RESPONSIBLE FOR MAINTENANCE OF STORM WATER DETENTION.
  - MAINTAIN A MINIMUM OF 10 FEET HORIZONTAL SEPARATION BETWEEN WATER MAINS, SEWER MAINS, AND STORM DRAINS, AND BETWEEN MAINS AND STRUCTURES. MAINTAIN A MINIMUM OF 18 INCHES VERTICAL CLEARANCE BETWEEN WATER MAINS, SEWER MAINS AND STORM DRAINS.
  - STORM WATER DETENTION POND #2 (LOTS 41-43) IS LOCATED IN PHASE 2. CONSTRUCTION OF THE STORM WATER DETENTION POND & OUTLET PIPES ARE INCLUDED IN THE PHASE 1 IMPROVEMENTS.

- Keyed Notes**
- | ITEM | NOTE   |
|------|--|
| 1    | AS-BUILT 8" C-900 PVC WATER MAIN WITH TRACER WIRE, TYPICAL. 42 INCHES MINIMUM COVER. INSTALL PER CITY OF CAPE GIRARDEAU STANDARD DRAWINGS & SPECIFICATIONS. REFER TO SHEETS R13 - R14 FOR WATER MAIN PROFILES. |
| 2    | LIVE CONNECT (HOT TAP) TO EXISTING PUBLIC WATER MAIN WITH TAPPING SLEEVE AND SADDLE. INSTALL 8" GATE VALVE ON NEW WATER MAIN.  |
| 3    | 8" GATE VALVE AND CAP AT END OF WATER MAIN, PER CITY OF CAPE GIRARDEAU STANDARD DRAWINGS & SPECIFICATIONS.   |
| 4    | AS-BUILT 8" SDR-35 SANITARY SEWER MAIN, TYPICAL. REFER TO SHEETS R3 - R8 FOR SEWER MAIN PROFILES.  |
| 5    | AS-BUILT 4" SEWER SERVICE LATERALS. REFER TO WYE CHART ON SHEET R2.3.  |
| 6    | AS-BUILT STORM SEWER, TYPICAL. REFER TO SHEETS R9 - R12 FOR STORM SEWER PROFILES.  |
| 7    | STREET LIGHT, AMEREN STANDARD, PER CITY OF CAPE GIRARDEAU STANDARDS & SPECIFICATIONS.  |
| 8    | AS-BUILT FIRE HYDRANT LOCATION. INSTALL PER CITY OF CAPE GIRARDEAU STANDARD DRAWINGS & SPECIFICATIONS.   |
| 9    | AS-BUILT A.D.A. ACCESSIBLE RAMP WITH TRUNCATED DOMES.  |
| 10   | STOP SIGN, R1-1 (M.U.T.C.D.), AND STREET SIGNS   |
| 11   | NO PARKING SIGN, R7-1 (M.U.T.C.D.)   |
| 12   | 8" GATE VALVE AND CAP AT END OF WATER MAIN, PER CITY OF CAPE GIRARDEAU STANDARD DRAWINGS & SPECIFICATIONS. CAP TO BE REMOVED IN PHASE 2  |
| 13   | AS-BUILT FIRE HYDRANT LOCATION. INSTALL PER CITY OF CAPE GIRARDEAU STANDARD DRAWINGS & SPECIFICATIONS. TO BE RELOCATED IN PHASE 2 TO END OF MAIN AT CULDESAC.  |
| 14   | AIR RELEASE VALVE.   |
| 15   | WHERE HORIZONTAL SEPARATION IS LESS THAN 10 FEET, WATER MAIN SHALL BE RESTRAINED JOINT PIPE OR FUSION WELDED PIPE  |

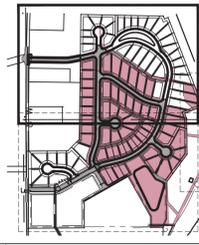
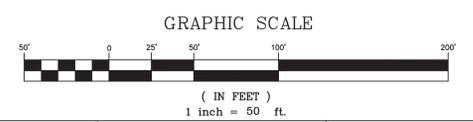
**RECORD DRAWING NOTES**

THE SANITARY SEWER AND WATER MAIN INFORMATION INDICATED HEREON HAS BEEN VERIFIED IN THE FIELD AND IS CONSIDERED TO BE RECORD INFORMATION. THE SANITARY SEWER WYE INFORMATION INDICATED HEREON WAS PROVIDED BY THE CITY OF CAPE GIRARDEAU INSPECTORS, AND IS SUBJECT TO ANY INACCURACIES IN THOSE NOTES.



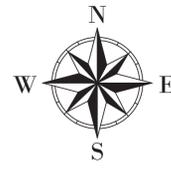
NORTH ORIENTATION FROM MISSOURI STATE PLANE COORDINATE SYSTEM EASTERN ZONE, GRID NORTH IN ACCORDANCE WITH THE MODOT VRS SYSTEM

PHASE 1 CONSTRUCTION WITHIN SHADED AREA. ALL OTHER AREAS ARE PHASE 2 CONSTRUCTION, SHOWN FOR REFERENCE ONLY. PHASE 2 WILL BE PERMITTED & CONSTRUCTED AT A LATER DATE



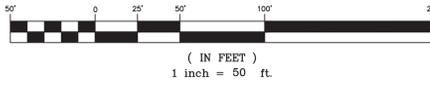
REV.	DATE	DESCRIPTION
1	02.28.19	ADDRESSED CITY COMMENTS
2	02.28.19	ADDRESSED CITY COMMENTS
3	04.09.19	ADDRESSED CITY COMMENTS

INFRASTRUCTURE PLAN (NORTH)	
KELS PJCT NO. 36853	OWNR PJCT NO.
DESIGNED BY MG	
DRAWN BY MG	SHEET NO.
CHECKED BY CK	<b>R2.1</b>
DATE 04.09.2019	



NORTH ORIENTATION FROM MISSOURI STATE PLANE COORDINATE SYSTEM EASTERN ZONE, GRID NORTH IN ACCORDANCE WITH THE MODOT VRS SYSTEM

GRAPHIC SCALE



PHASE 1 CONSTRUCTION WITHIN SHADED AREA. ALL OTHER AREAS ARE PHASE 2 CONSTRUCTION, SHOWN FOR REFERENCE ONLY. PHASE 2 WILL BE PERMITTED & CONSTRUCTED AT A LATER DATE

KEY MAP

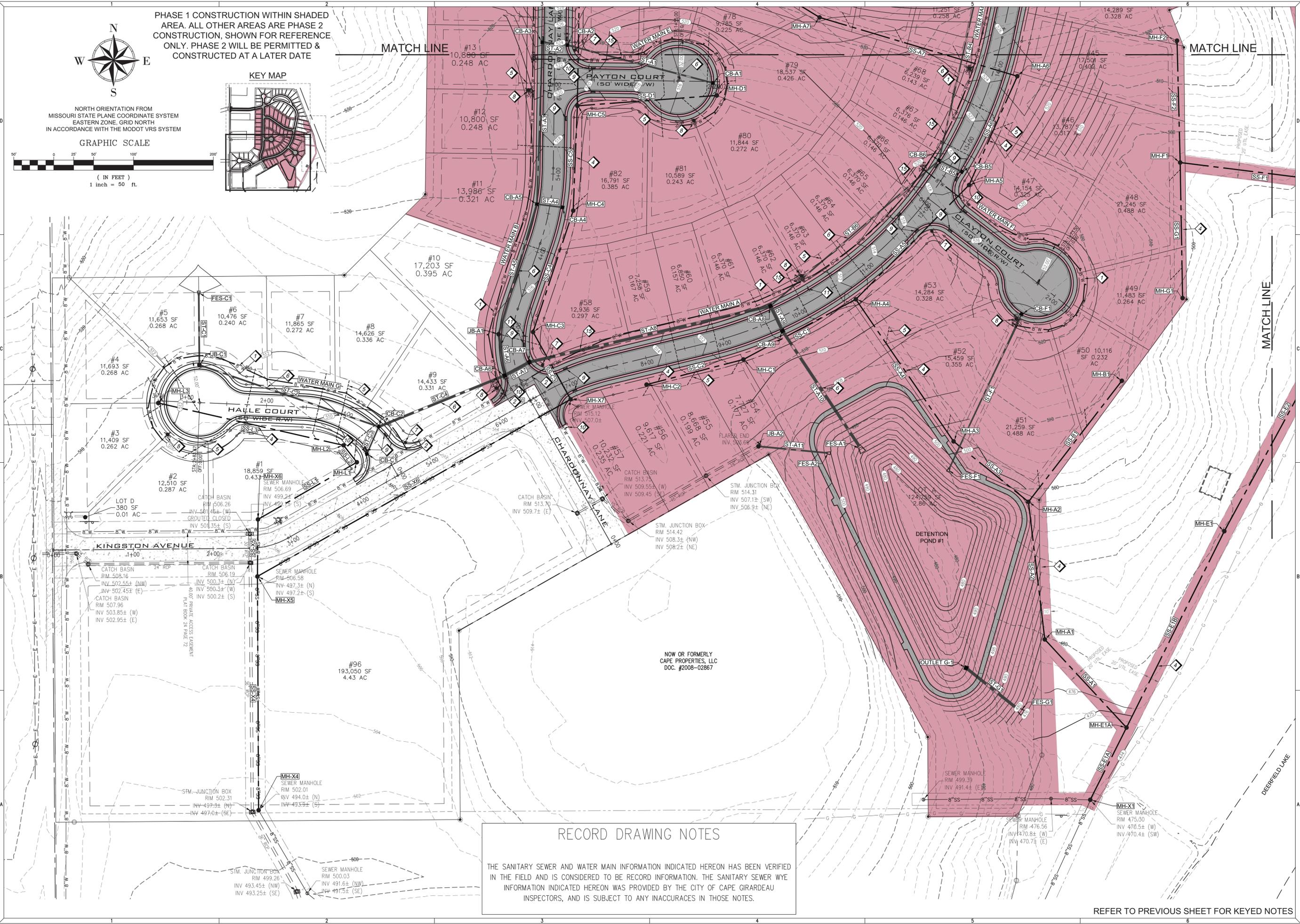


MATCH LINE

MATCH LINE

MATCH LINE

MATCH LINE



NOW OR FORMERLY CAPE PROPERTIES, LLC DOC. #2008-02867

**RECORD DRAWING NOTES**

THE SANITARY SEWER AND WATER MAIN INFORMATION INDICATED HEREON HAS BEEN VERIFIED IN THE FIELD AND IS CONSIDERED TO BE RECORD INFORMATION. THE SANITARY SEWER WYE INFORMATION INDICATED HEREON WAS PROVIDED BY THE CITY OF CAPE GIRARDEAU INSPECTORS, AND IS SUBJECT TO ANY INACCURACIES IN THOSE NOTES.

REFER TO PREVIOUS SHEET FOR KEYED NOTES

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

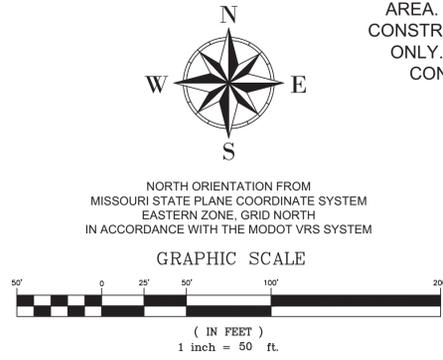
Civil Engineering and Surveying Services  
194 Coker Lane  
Cape Girardeau, MO 63701  
Phone: 573.336.3026 Fax: 573.336.3049  
www.koehlerengineering.com

RECORD PLANS  
**DEERFIELD ESTATES**  
DRURY PROPERTIES, INC. C/O: MITCH DRURY  
863 NORTH STATE HIGHWAY 125, SPRINGFIELD, MO. 65802



REV.	DATE	DESCRIPTION
1	02.28.19	ADDRESSED CITY COMMENTS
2	02.28.19	ADDRESSED CITY COMMENTS
3	04.09.19	ADDRESSED CITY COMMENTS

INFRASTRUCTURE PLAN (SOUTH)	
KELS PJCT NO. 36853	OWNR PJCT NO.
DESIGNED BY MG	SHEET NO.
DRAWN BY MG	R2.2
CHECKED BY CK	
DATE 04.09.2019	



PHASE 1 CONSTRUCTION WITHIN SHADED AREA. ALL OTHER AREAS ARE PHASE 2 CONSTRUCTION, SHOWN FOR REFERENCE ONLY. PHASE 2 WILL BE PERMITTED & CONSTRUCTED AT A LATER DATE

- GENERAL CONSTRUCTION NOTES -**
- FULL TRENCH DEPTH COMPACTED GRANULAR BACKFILL IS REQUIRED AT ALL LOCATIONS WHERE PROPOSED UTILITIES CROSS UNDER PROPOSED PAVEMENT AREAS IN ACCORDANCE WITH THE CITY OF CAPE GIRARDEAU STANDARDS.
  - WATER MAIN TRACER WIRE SHALL BE #12 THN THHN WIRE DUCT TAPED TO CENTERLINE OF PIPE AT 10' INTERVALS.
  - ALL WATERLINE SHOWN SHALL BE C-900 PVC AND SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF CAPE GIRARDEAU STANDARDS.
  - ALL STORM SEWER PIPE SHALL BE REINFORCED CONCRETE (RCP) AND INSTALLED IN ACCORDANCE WITH THE CITY OF CAPE GIRARDEAU STANDARDS.
  - ALL STORM SEWER INLETS SHALL BE REINFORCED CONCRETE CURB INLETS IN ACCORDANCE WITH THE CITY OF CAPE GIRARDEAU STANDARDS.
  - ALL STORM SEWER INVERTS TO BE GROUTED TO DRAIN.
  - STORMWATER IMPROVEMENTS LOCATED WITHIN RIGHTS-OF-WAY OR EASEMENTS WILL BE PUBLICLY MAINTAINED. OWNER SHALL BE RESPONSIBLE FOR MAINTENANCE OF STORM WATER DETENTION.
  - MAINTAIN A MINIMUM OF 10 FEET HORIZONTAL SEPARATION BETWEEN WATER MAINS, SEWER MAINS, AND STORM DRAINS, AND BETWEEN MAINS AND STRUCTURES. MAINTAIN A MINIMUM OF 18 INCHES VERTICAL CLEARANCE BETWEEN WATER MAINS, SEWER MAINS AND STORM DRAINS.
  - STORM WATER DETENTION POND #2 (LOTS 41-43) IS LOCATED IN PHASE 2. CONSTRUCTION OF THE STORM WATER DETENTION POND & OUTLET PIPES ARE INCLUDED IN THE PHASE 1 IMPROVEMENTS.

- Keyed Notes**
- | ITEM | NOTE   |
|------|--|
| 1    | AS-BUILT 8" C-900 PVC WATER MAIN WITH TRACER WIRE. TYPICAL. 42 INCHES MINIMUM COVER. INSTALL PER CITY OF CAPE GIRARDEAU STANDARD DRAWINGS & SPECIFICATIONS. REFER TO SHEETS R13 - R14 FOR WATER MAIN PROFILES. |
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| 10   | STOP SIGN, R1-1 (M.U.T.C.D.), AND STREET SIGNS   |
| 11   | NO PARKING SIGN, R7-1 (M.U.T.C.D.)   |

**Sanitary Sewer Wye Tables**

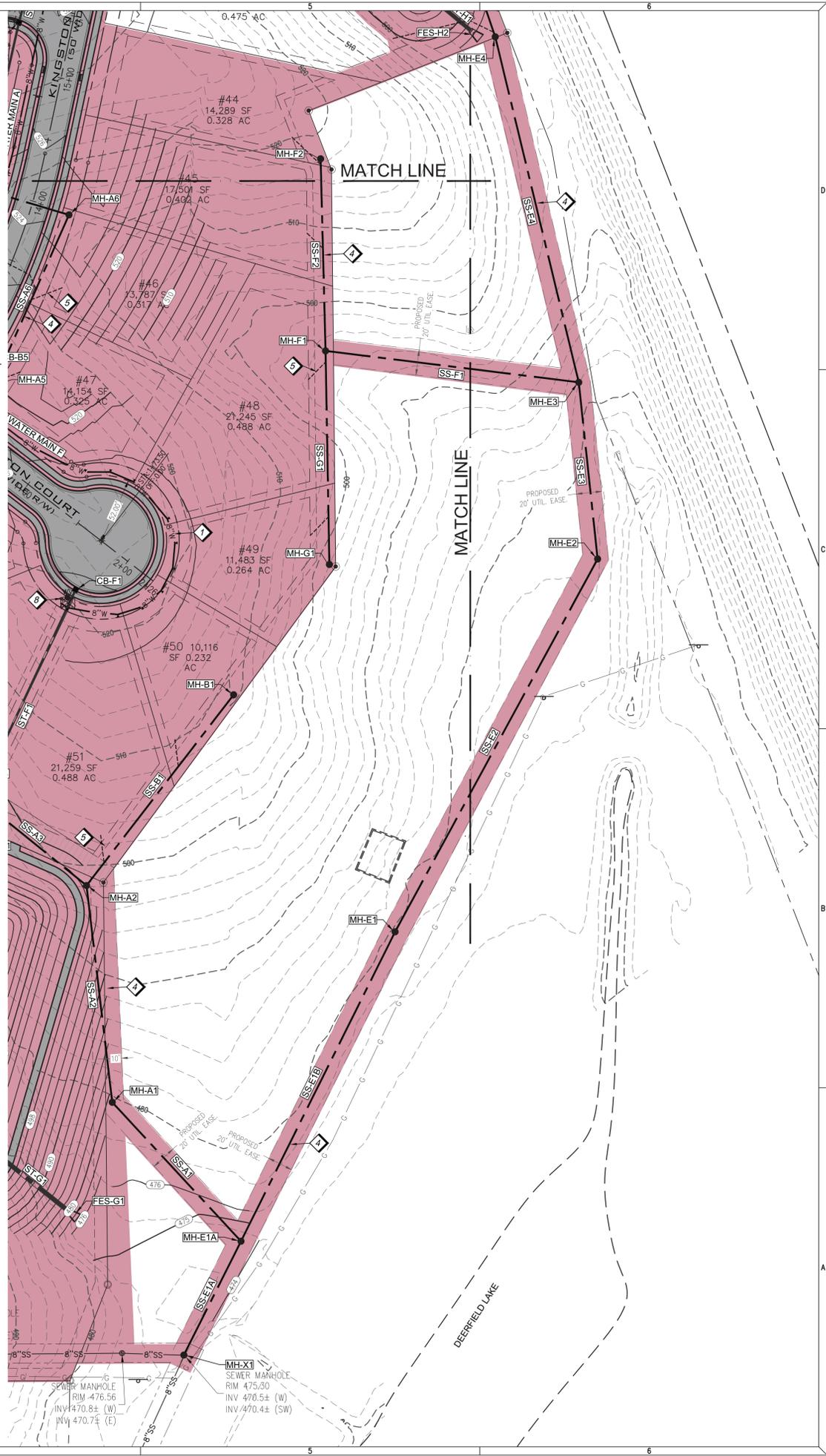
From MH	To MH	Station	R/L	Length	Lot Served		
MH-A3	MH-A4	0+13.0	R	28'	52		
MH-A3	MH-A4	1+48.0	R	28'	53		
MH-A4	MH-A5	0+19.5	L	12' 45-bend	64		
MH-A4	MH-A5	0+92.0	L	12' 45-bend	65		
MH-A4	MH-A5	1+36.0	L	12' 45-bend	66		
MH-A5	MH-A6	0+03.5	R	28'	47		
MH-A5	MH-A6	0+25.0	L	12' 45-bend	67		
MH-A5	MH-A6	0+75.0	R	28'	91		
MH-A5	MH-A6	0+84.5	L	12' 45-bend	68		
MH-A6	MH-A7	0+72.5	R	20'	69		
MH-A6	MH-A7	1+08.0	R	20'	69		
MH-A6	MH-A7	1+49.0	R	20'	70		
MH-A6	MH-A7	2+17.0	R	21'	71		
MH-A7	MH-A8	0+31.0	R	28'	72		
MH-A7	MH-A8	1+08.0	R	28'	75		
MH-A7	MH-A8	1+83.0	R	28'	74		
MH-A2	MH-B1	0+28.5	L	21'	51		
MH-A2	MH-B1	1+25.5	L	21'	50		
MH-A4	MH-C1	0+07.0	R	12' 45-bend	63		
MH-A4	MH-C1	0+53.0	R	12' 45-bend	62		
MH-A4	MH-C1	1+04.0	R	12' 45-bend	61		
MH-A4	MH-C1	0+29.0	L	14'	Pavilion		
MH-A4	MH-C1	1+58.0	L	14'	Pavilion		
MH-C1	MH-C2	0+05.0	L	20'	54		
MH-C1	MH-C2	0+19.0	R	12' 45-bend	60		
MH-C1	MH-C2	0+63.0	L	21'	55		
MH-C1	MH-C2	0+71.5	R	12' 45-bend	84'	59	
MH-C1	MH-C2	1+17.5	L	28'	56		
MH-X6	MH-X7	2+57.0	R	14'	57		
MH-X7	MH-C3	0+40.0	R	17'	58		
MH-X7	MH-C3	0+85.0	L	84'	10		
MH-C3	MH-C4	0+96.0	L	8'	45-bend	70'	11
MH-C4	MH-C5	0+05.5	R	28'	82		
MH-C4	MH-C5	0+73.0	L	8'	45-bend	70'	12
MH-C5	MH-C6	0+21.5	L	8'	45-bend	70'	13
MH-C5	MH-C6	0+76.5	R	28'	76		
MH-C5	MH-C6	1+03.0	L	8'	45-bend	70'	14
MH-C5	MH-C6	1+84.5	L	8'	45-bend	70'	15
MH-C5	MH-C6	2+52.5	R	27'	75		
MH-C5	MH-C6	2+66.0	L	8'	45-bend	70'	16
MH-C5	MH-C6	3+29.0	L	22'	45-bend	62'	17
MH-C5	MH-D1	0+97.5	R	8'	45-bend	42'	81
MH-C5	MH-D1	1+03.0	L	8'	45-bend	87'	77
MH-C5	MH-D1	1+30.5	R	56'	80		
MH-C5	MH-D1	1+56.5	L	18'	45-bend	56'	78
MH-C5	MH-D1	1+67.0	L	28'	45-bend	14'	79

From MH	To MH	Station	R/L	Length	Lot Served		
MH-E4	MH-E5	0+06.0	L	12' 45-bend	70'	43	
MH-E4	MH-E5	0+29.0	L	154'	42		
MH-E5	MH-E6	0+67.5	R	24'	40		
MH-E5	MH-E6	0+70.0	L	24'	41		
MH-E7	MH-E8	0+75.0	L	24'	89		
MH-E7	MH-E8	1+26.5	R	24'	90		
MH-E7	MH-E8	1+48.0	L	24'	88		
MH-E8	MH-E9	0+08.0	R	24'	91		
MH-E8	MH-E9	0+38.0	L	14'	87		
MH-E8	MH-E9	0+77.0	R	14'	92		
MH-E8	MH-E9	1+33.0	L	18'	86		
MH-E8	MH-E9	1+51.0	R	14'	93		
MH-E8	MH-E9	2+21.5	L	14'	85		
MH-E8	MH-E9	2+28.0	R	14'	94		
MH-E8	MH-E9	3+07.0	R	21'	95		
MH-E8	MH-E9	3+10.0	L	28'	84		
MH-E9	MH-E10	0+22.5	L	24'	83		
MH-E10	MH-E11	0+47.0	R	8'	45-bend	70'	19
MH-E10	MH-E11	1+27.5	R	8'	45-bend	70'	18
MH-F1	MH-F2	0+81.0	L	21'	45		
MH-F1	MH-F2	1+47.5	L	32'	44		
MH-F1	MH-G1	0+09.0	R	20'	48		
MH-F1	MH-G1	1+31.0	R	21'	49		
MH-E7	MH-H1	0+66.5	R	28'	39		
MH-H1	MH-H2	0+05.0	R	27'	38		
MH-H1	MH-H2	0+58.5	R	29'	37		
MH-H2	MH-H3	0+08.0	R	23'	36		
MH-H3	MH-H4	0+07.5	R	15'	45-bend	25'	35
MH-H3	MH-H4	0+48.0	R	20'	45-bend	45'	34
MH-H3	MH-H4	1+03.5	R	20'	45-bend	61'	33
MH-H3	MH-H4	1+59.5	R	20'	45-bend	64'	32
MH-H3	MH-H4	1+95.5	R	20'	45-bend	57'	31
MH-E9	MH-J1	1+47.0	L	27'	45-bend	59'	28
MH-J1	MH-J2	0+14.5	L	20'	45-bend	65'	29
MH-J1	MH-J2	0+67.5	L	20'	45-bend	55'	30
MH-E10	MH-K1	0+90.5	L	8'	45-bend	62'	20
MH-E10	MH-K1	0+96.0	R	42'	27		
MH-E10	MH-K1	1+39.0	L	8'	45-bend	56'	21
MH-E10	MH-K1	2+02.5	R	8'	45-bend	56'	26
MH-E10	MH-K1	2+11.0	L	8'	45-bend	84'	22
MH-E10	MH-K1	2+34.5	L	8'	45-bend	70'	23
MH-E10	MH-K1	2+44.0	R	42'	25		
MH-E10	MH-K1	2+47.0	L	42'	24		
MH-X6	MH-L1	0+05	L	10'	1		

From MH	To MH	Station	R/L	Length	Lot Served		
MH-L1	MH-L2	0+05.0	R	24'	45-bend	71'	9
MH-L2	MH-L3	0+05.0	R	8'	45-bend	75'	8
MH-L2	MH-L3	0+35.0	R	8'	45-bend	77'	7
MH-L2	MH-L3	1+23.0	R	8'	45-bend	62'	6
MH-L2	MH-L3	1+33.5	L	85'	2		
MH-L2	MH-L3	1+85.5	R	82'	5		
MH-L2	MH-L3	2+30.0	R	40'	4		
MH-L2	MH-L3	2+31.0	L	29'	3		

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RECORD PLANS  
**DEERFIELD ESTATES**  
DRURY PROPERTIES, INC. C/O: MITCH DRURY  
863 NORTH STATE HIGHWAY 125, SPRINGFIELD, MO. 65802

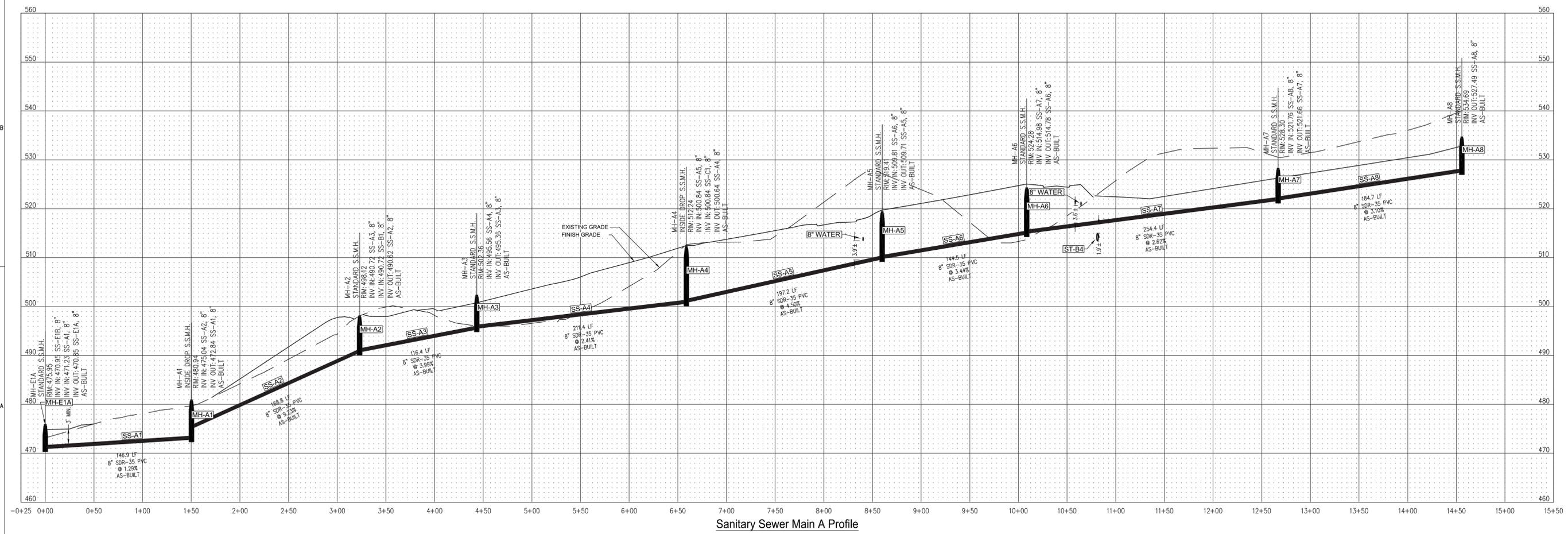
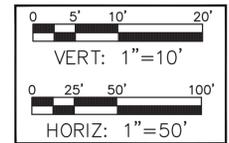
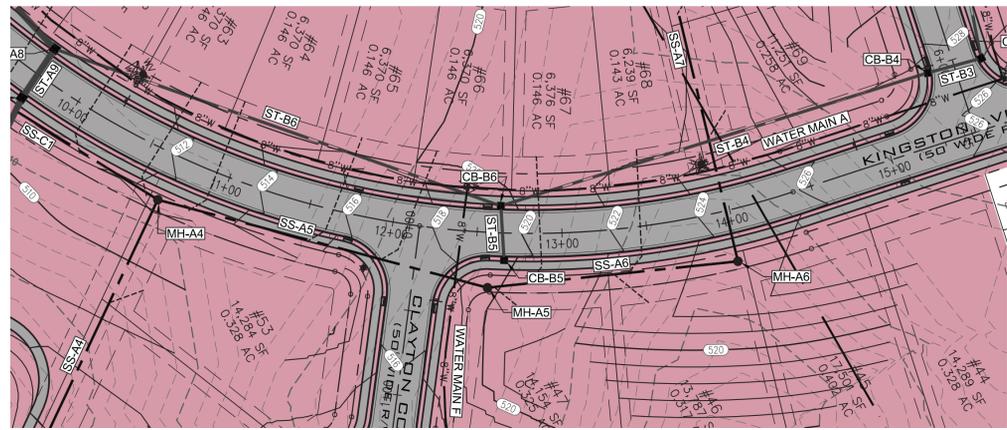
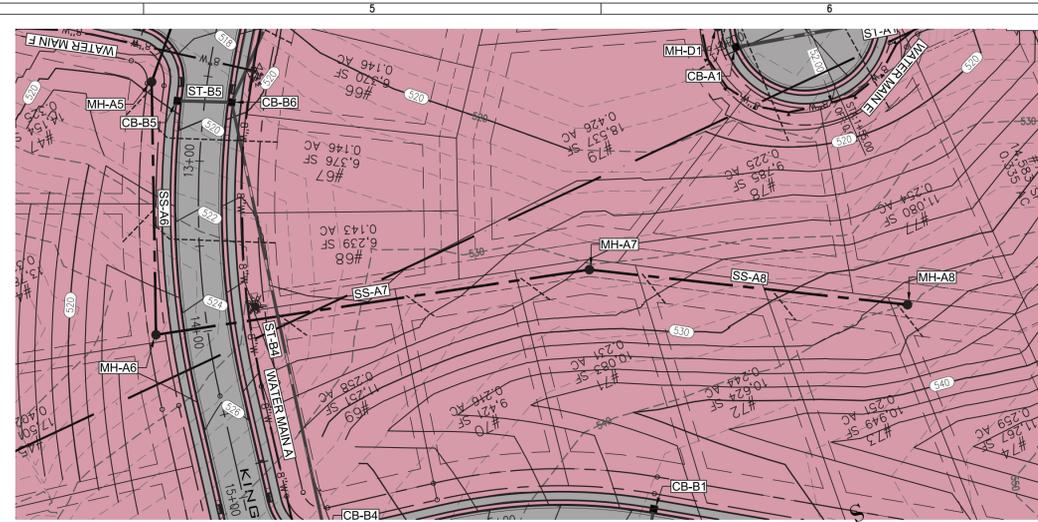
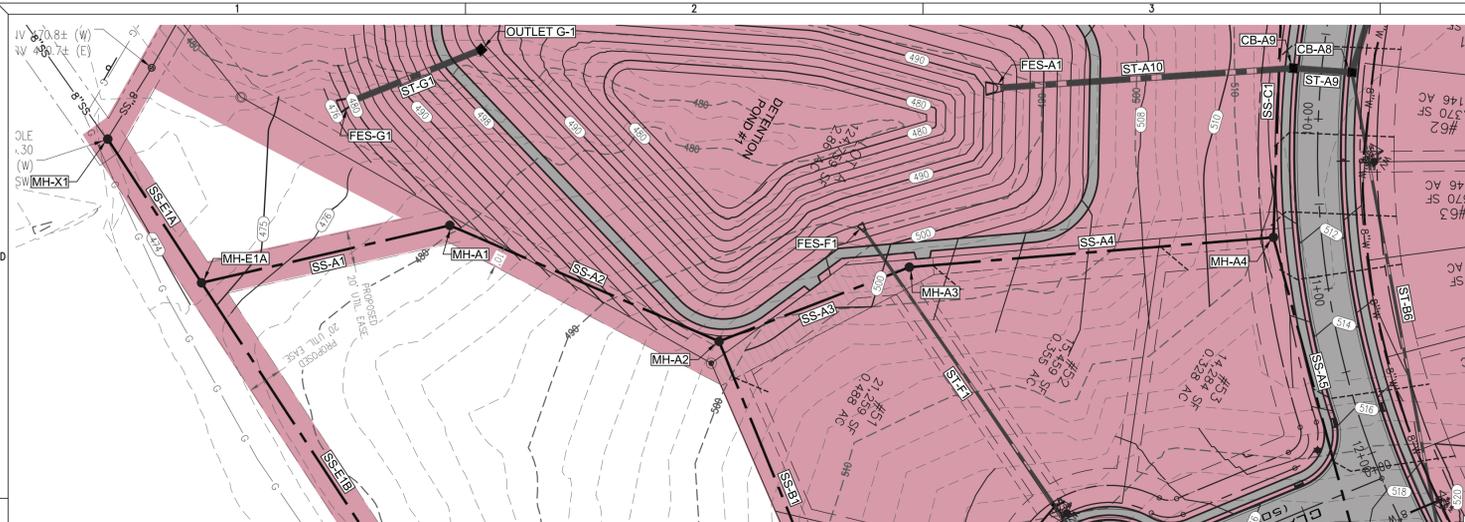


REV.	DATE	DESCRIPTION
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2	10.28.19	ADDRESSED CITY COMMENTS
3	04.09.19	ADDRESSED CITY COMMENTS

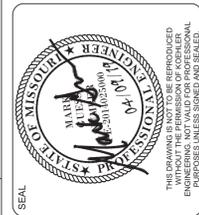
INFRASTRUCTURE PLAN (OFF-SITE)

KELS PJCT NO. 38853  
OWNR PJCT NO.  
DESIGNED BY MG  
DRAWN BY MG  
CHECKED BY CK  
DATE 04.09.2019

SHEET NO. R2.3

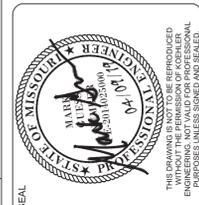
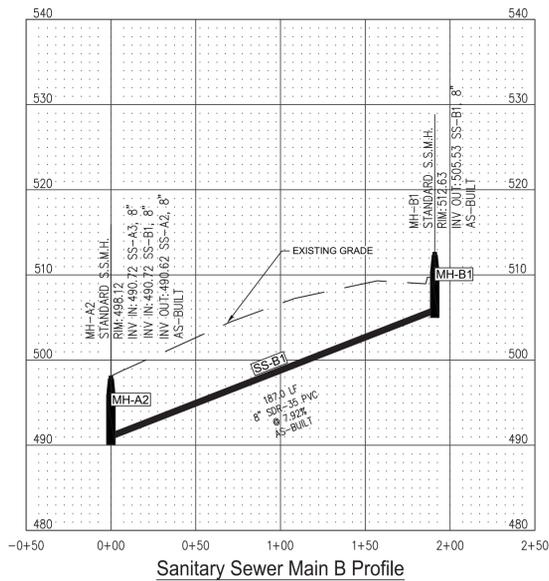
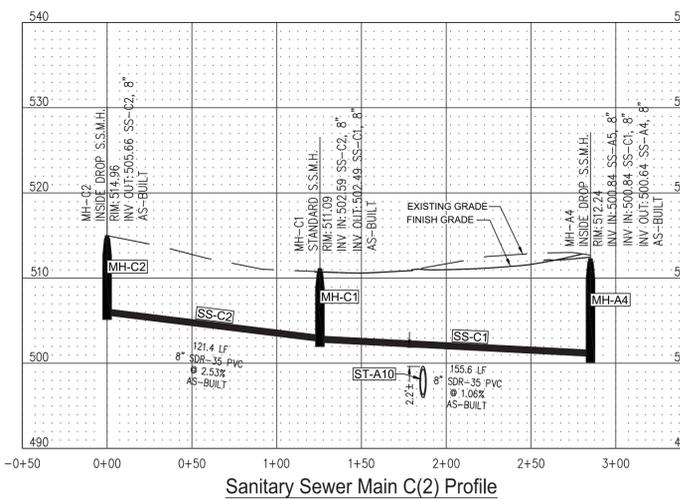
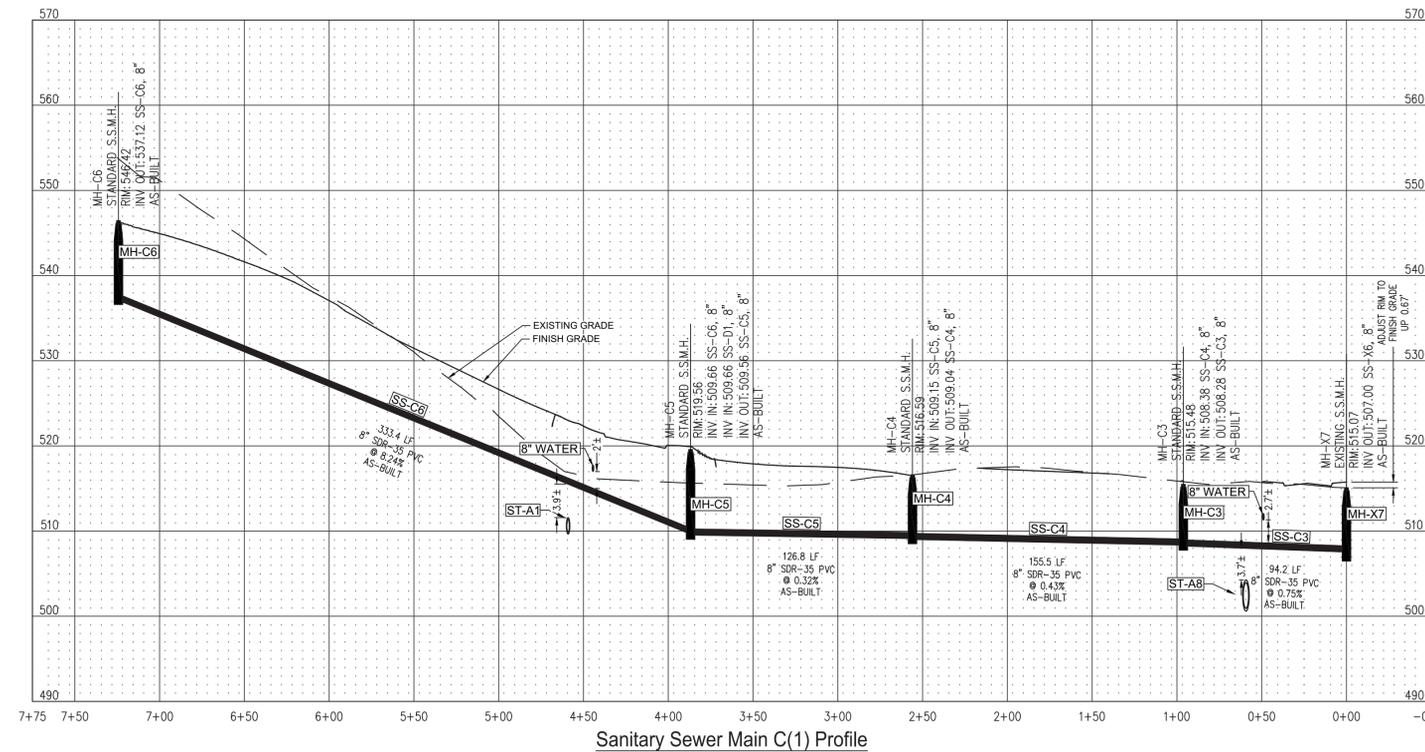
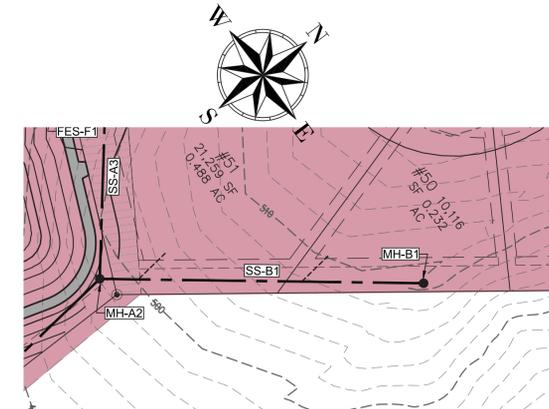
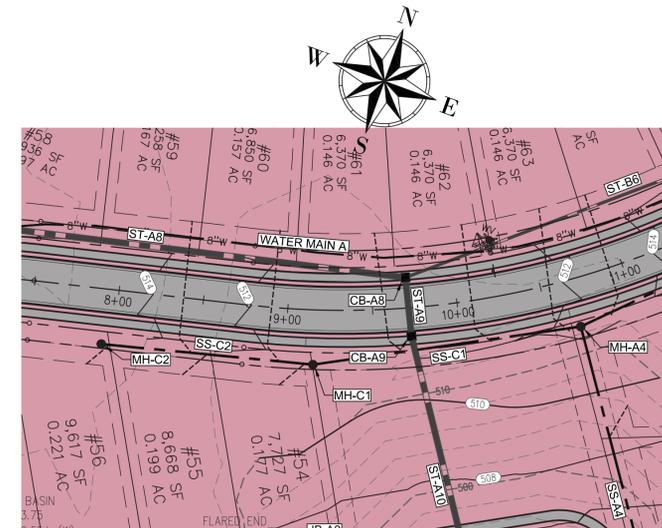
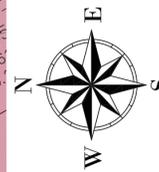
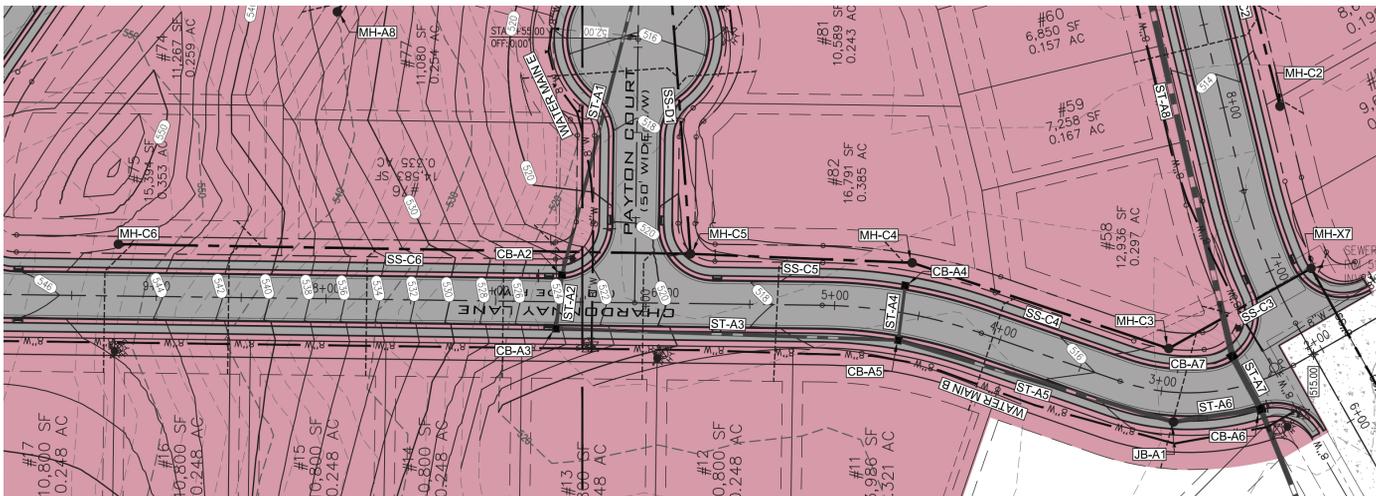
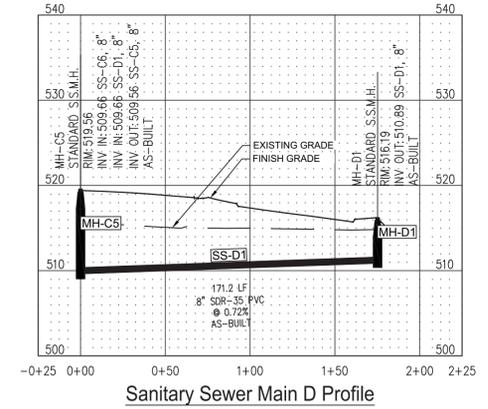
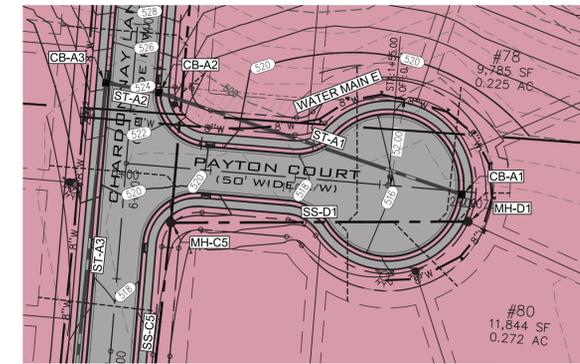
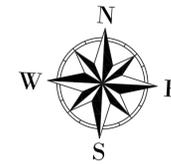
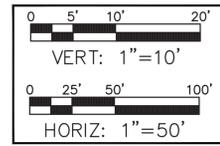


Sanitary Sewer Main A Profile



REV.	DATE	DESCRIPTION
1	03.28.19	ADDRESSED CITY COMMENTS
2	03.28.19	ADDRESSED CITY COMMENTS
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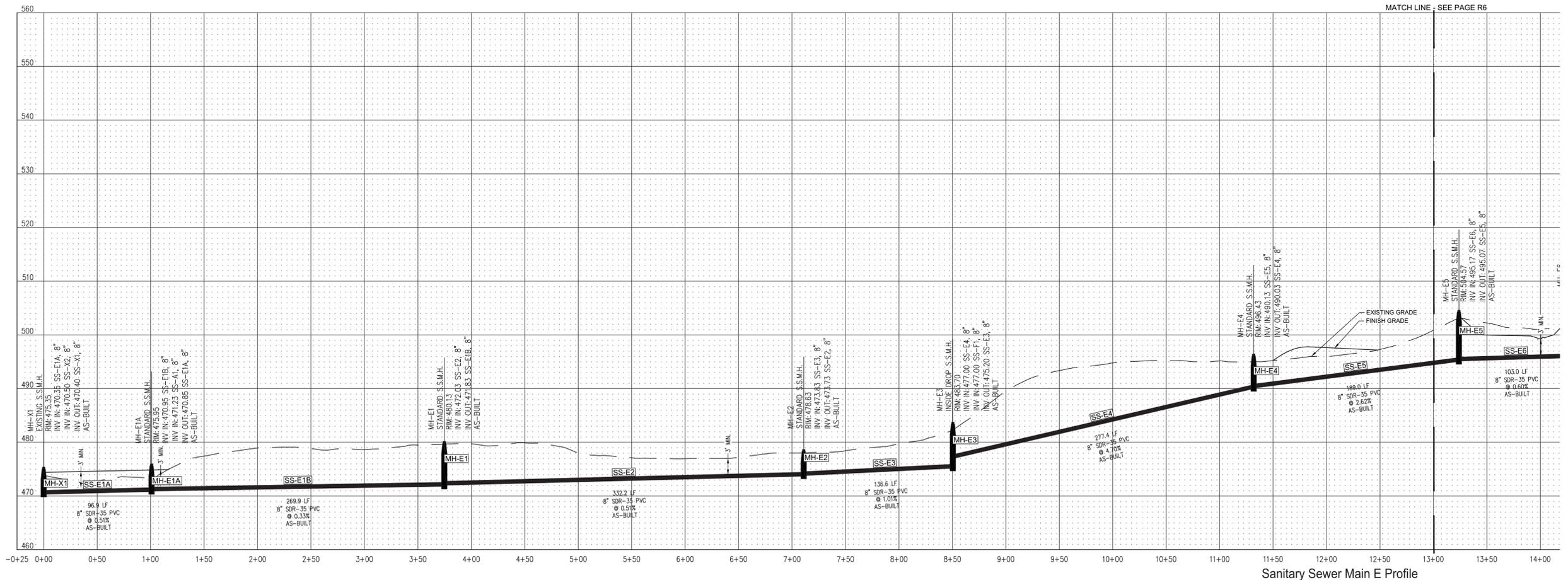
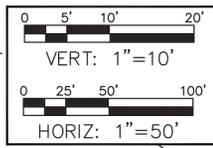
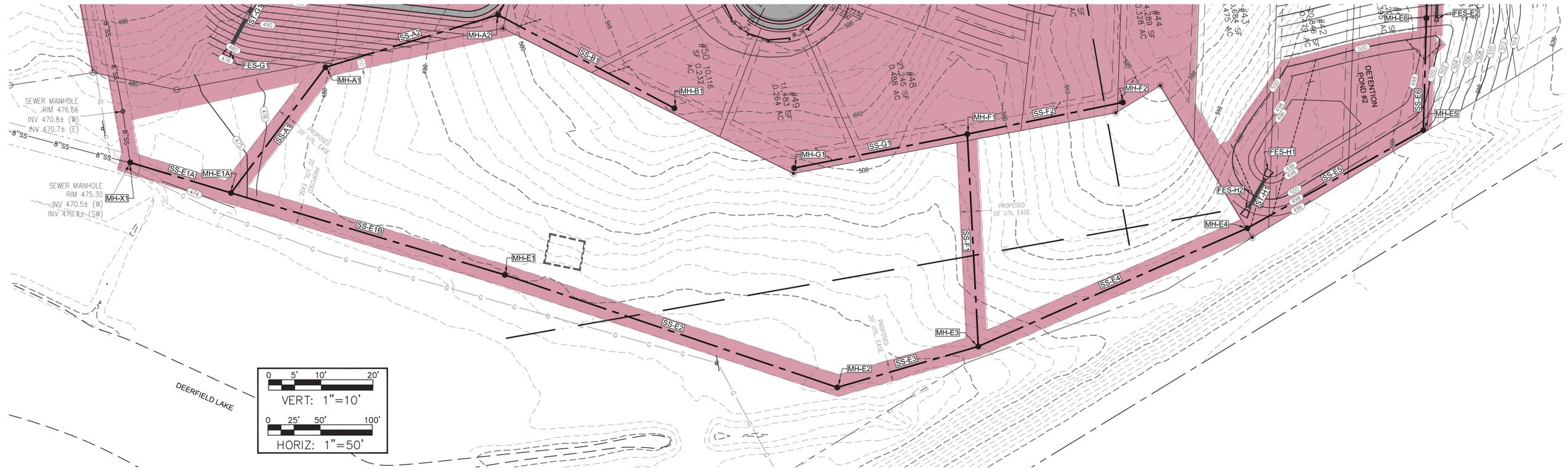
SANITARY SEWER MAIN A PLAN & PROFILE	
KELS PJCT NO. 36853	OWNR PJCT NO.
DESIGNED BY MG	
DRAWN BY MG	SHEET NO. R3
CHECKED BY CK	
DATE 04.09.2019	



REV.	DATE	DESCRIPTION
1	03.28.19	ADDRESSED CITY COMMENTS
2	03.28.19	ADDRESSED CITY COMMENTS
3	04.09.19	ADDRESSED CITY COMMENTS

KELS PJCT NO. 36853	OWNER PJCT NO.
DESIGNED BY MG	
DRAWN BY MG	
CHECKED BY CK	
DATE 04.09.2019	SHEET NO. R4



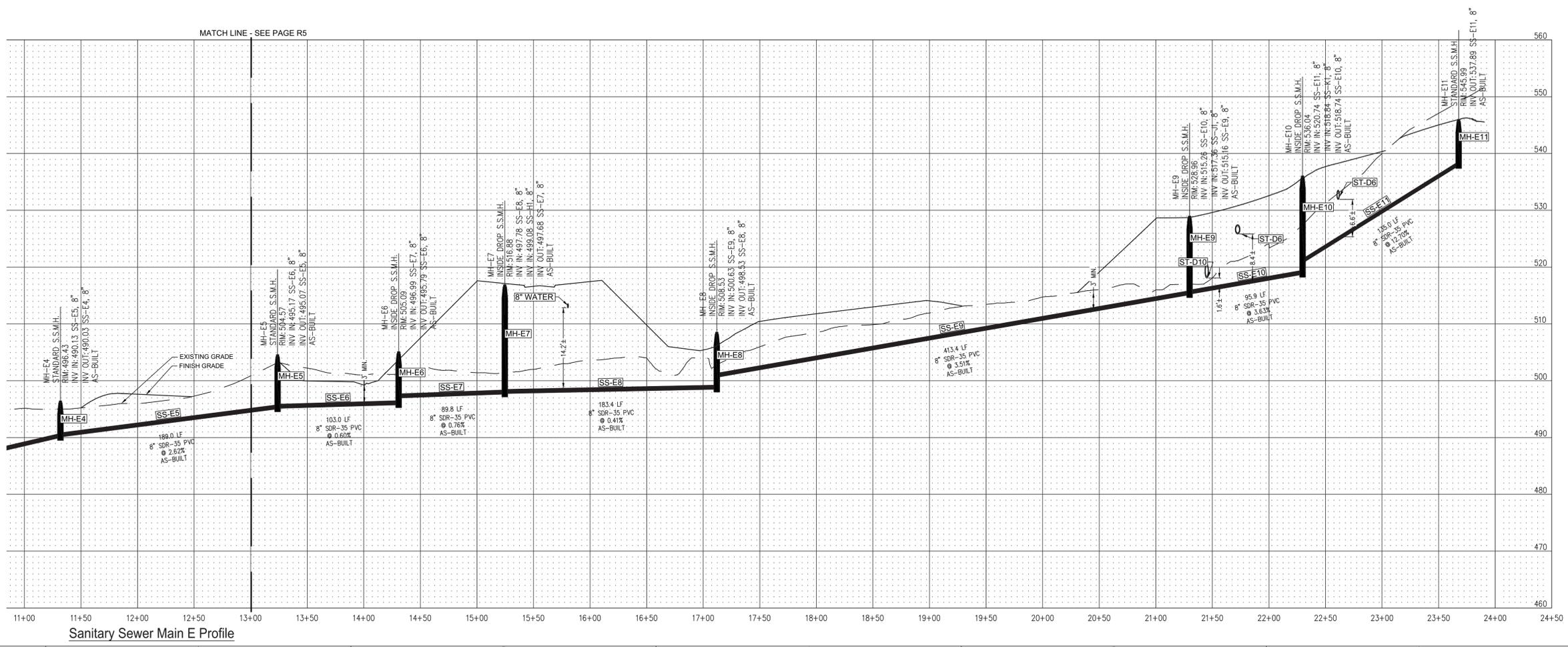
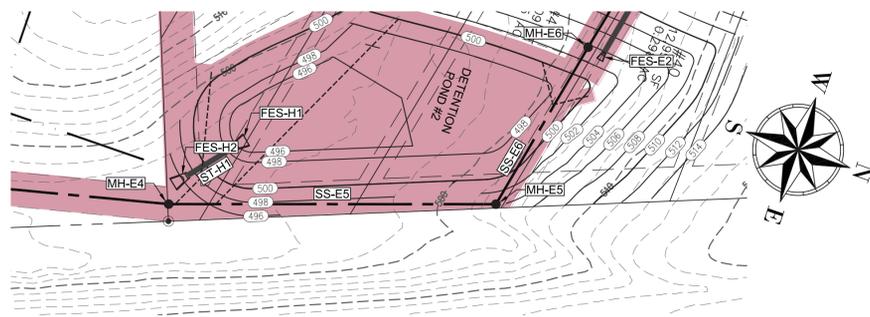
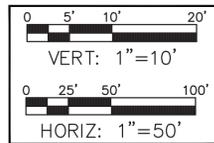
Sanitary Sewer Main E Profile

Civil Engineering and Surveying Services  
184 Coker Lane Cape Girardeau, MO 63701  
Phone: 573.336.3026 Fax: 573.336.3049  
www.koehlerengineering.com



REV.	DATE	DESCRIPTION
1	03.28.19	ADDRESSED CITY COMMENTS
2	03.28.19	ADDRESSED CITY COMMENTS
3	04.09.19	ADDRESSED CITY COMMENTS

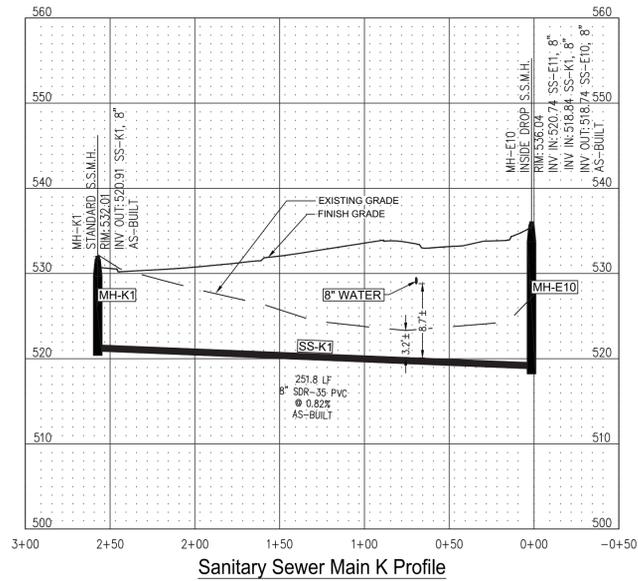
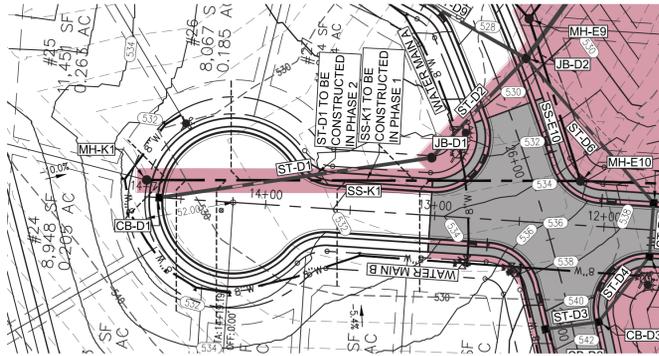
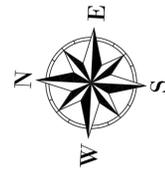
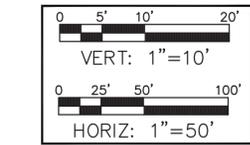
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KELS PJCT NO. 36853	OWNR PJCT NO.
DESIGNED BY MG	
DRAWN BY MG	
CHECKED BY CK	
DATE 04.09.2019	SHEET NO. <b>R5</b>



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2	02.28.19	ADDRESSED CITY COMMENTS
3	04.09.19	ADDRESSED CITY COMMENTS

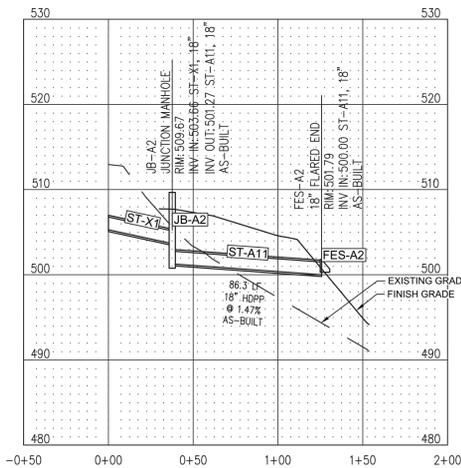
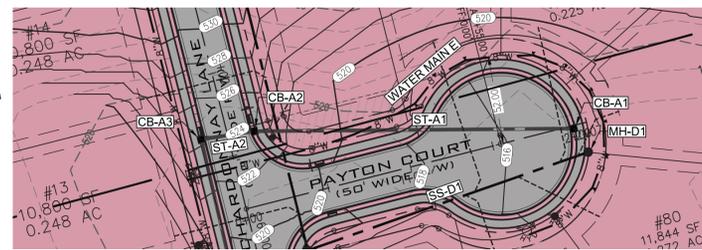
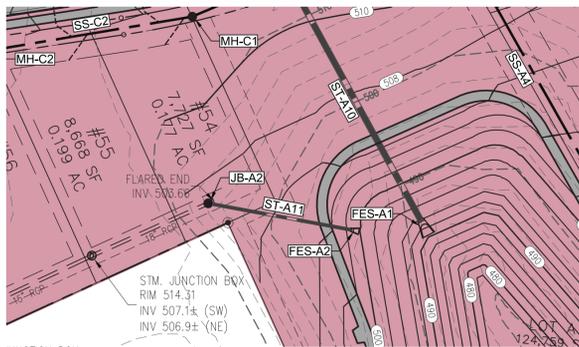
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DESIGNED BY MG	DRAWN BY MG
CHECKED BY CK	SHEET NO. R6
DATE 04.09.2019	



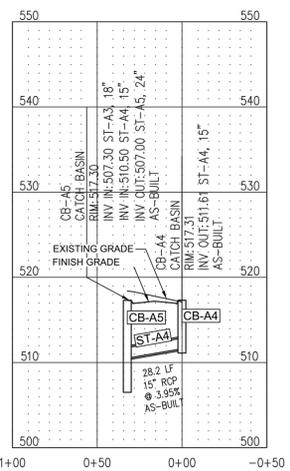
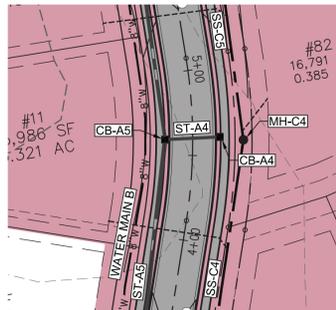
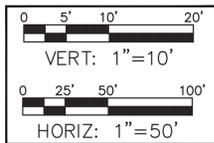
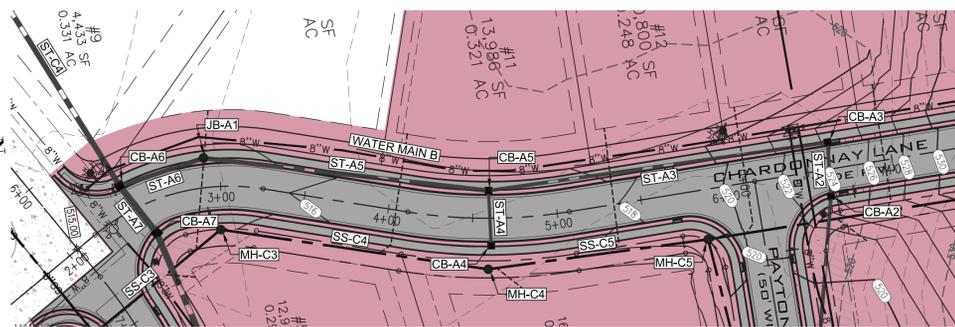


REV	DATE	DESCRIPTION
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2	02.28.19	ADDRESSED CITY COMMENTS
3	04.09.19	ADDRESSED CITY COMMENTS

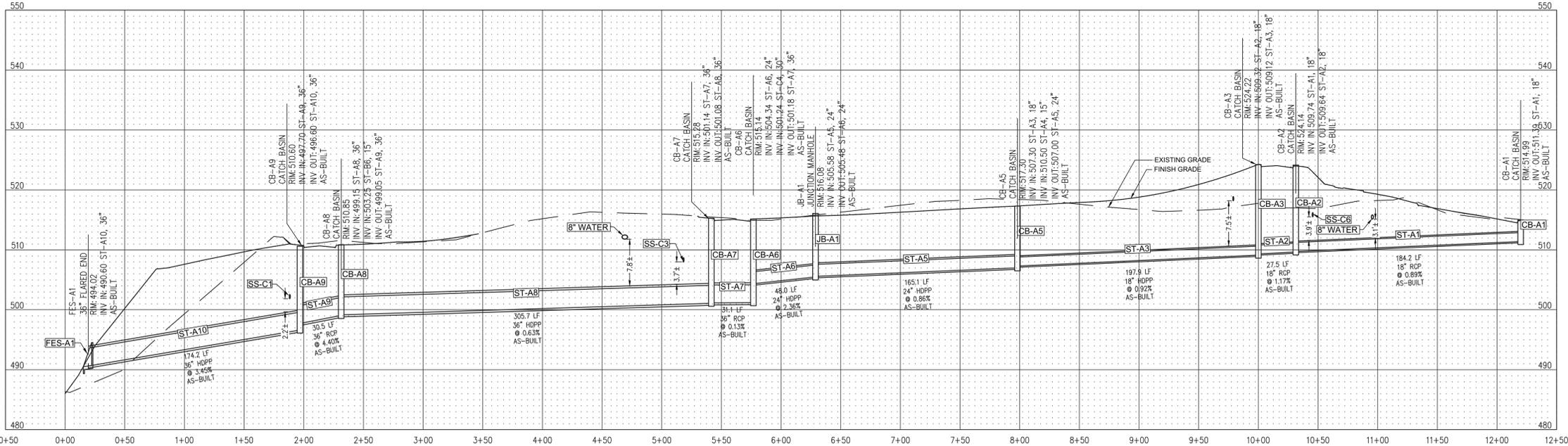
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KELS PJCT NO. 36853	OWNR PJCT NO.
DESIGNED BY MG	
DRAWN BY MG	SHEET NO.
CHECKED BY CK	<b>R8</b>
DATE 04.09.2019	



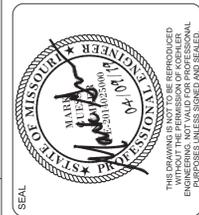
Storm Sewer ST-A11 Profile



Storm Sewer CB-A4 to CB-A5 Profile



Storm Sewer A Profile

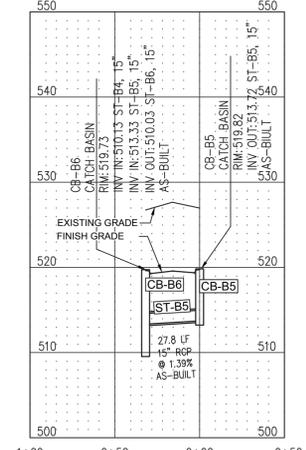
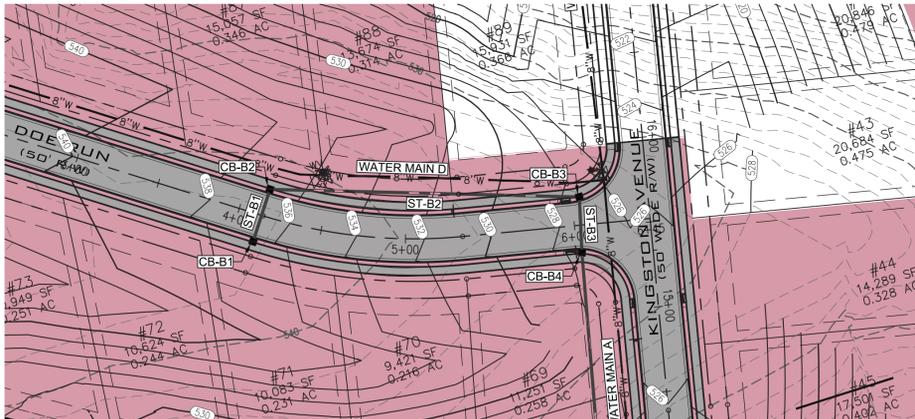
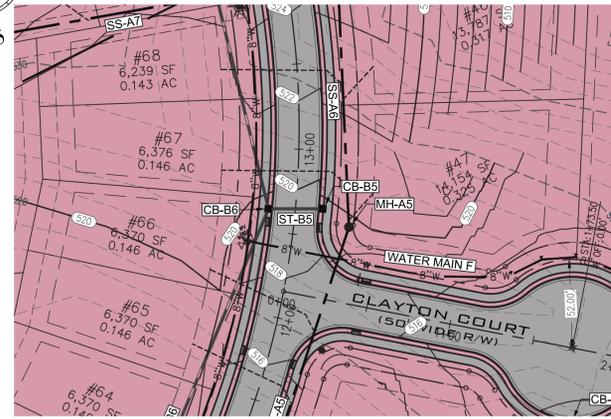
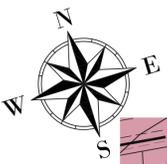
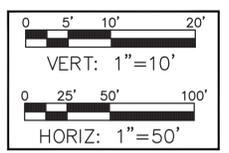
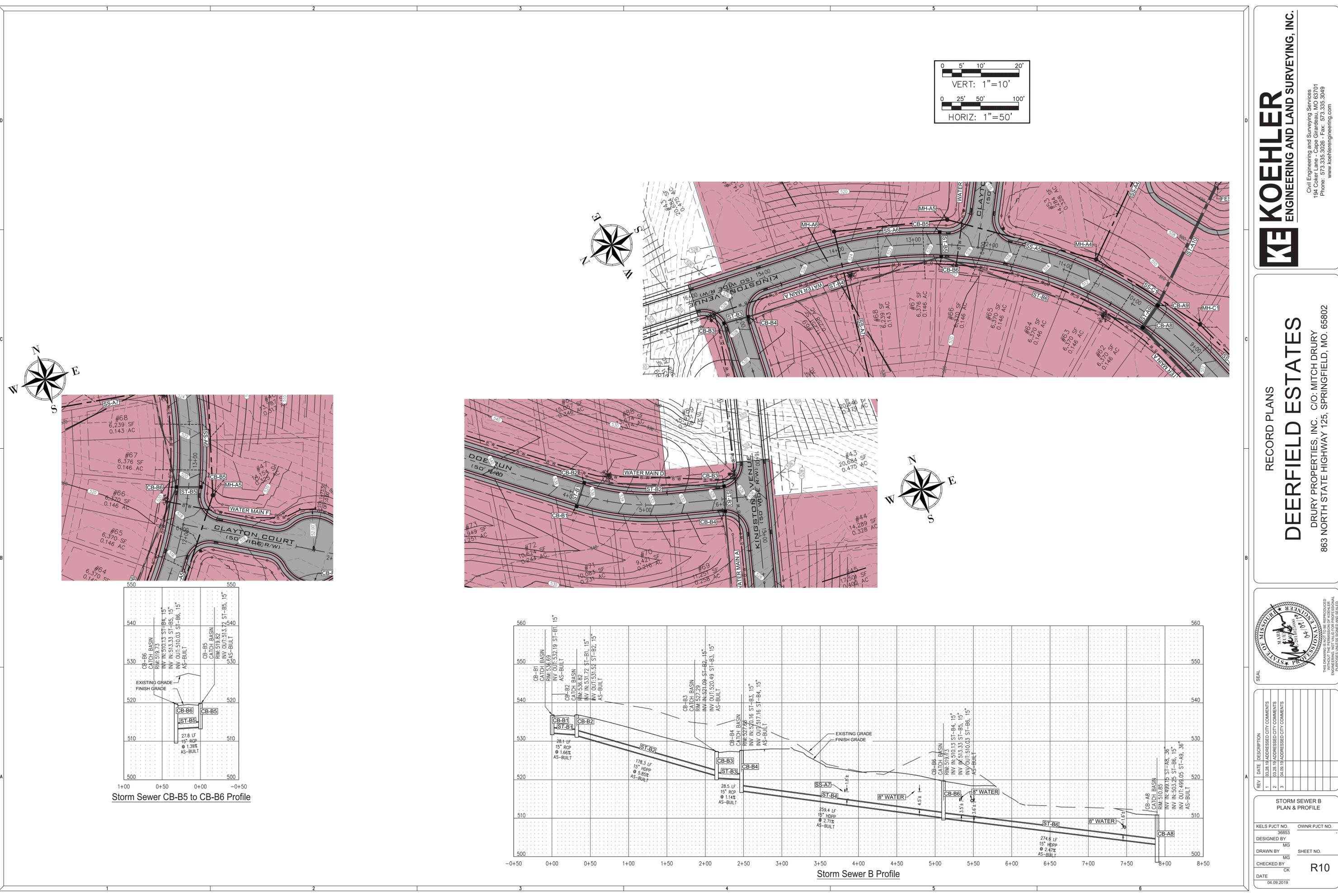


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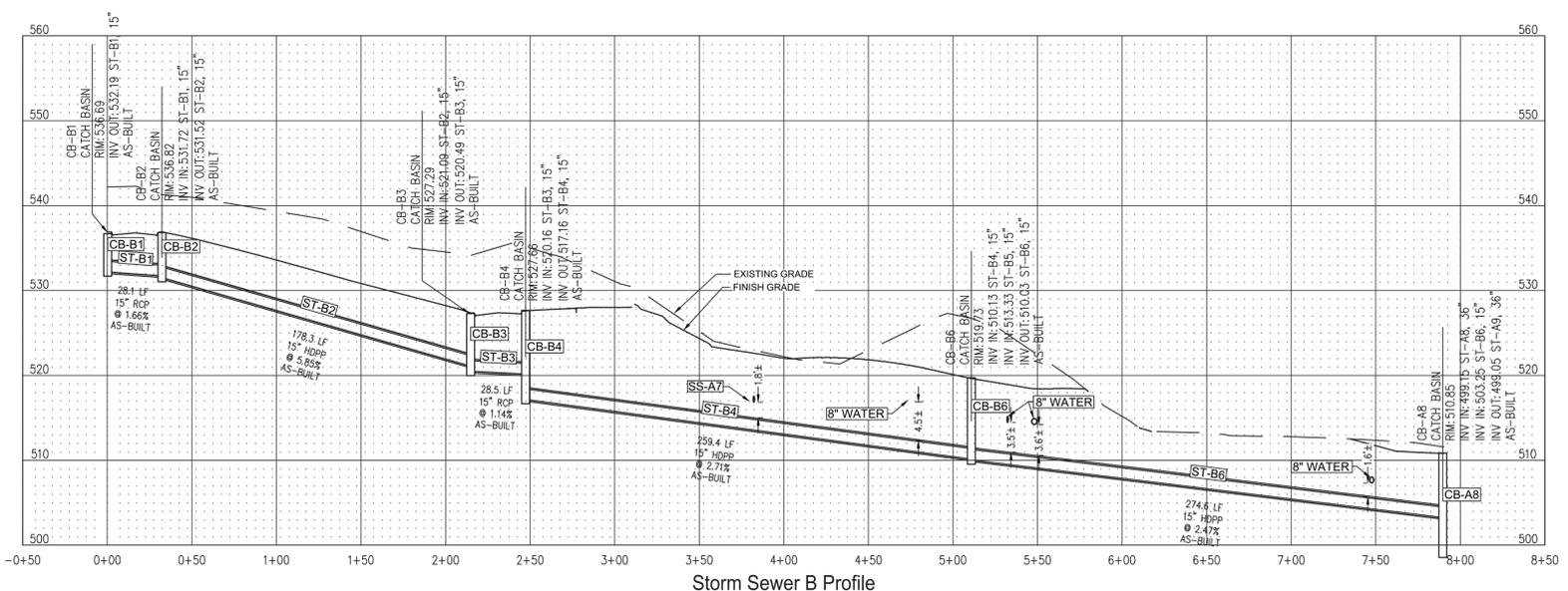
REV.	DATE	DESCRIPTION
1	10.28.19	ADDRESSED CITY COMMENTS
2	10.28.19	ADDRESSED CITY COMMENTS
3	04.09.19	ADDRESSED CITY COMMENTS

STORM SEWER A  
PLAN & PROFILE

KELS PJCT NO.	36853	OWNR PJCT NO.	
DESIGNED BY	MG	CHECKED BY	CK
DRAWN BY	MG	SHEET NO.	R9
DATE	04.09.2019		



Storm Sewer CB-B5 to CB-B6 Profile

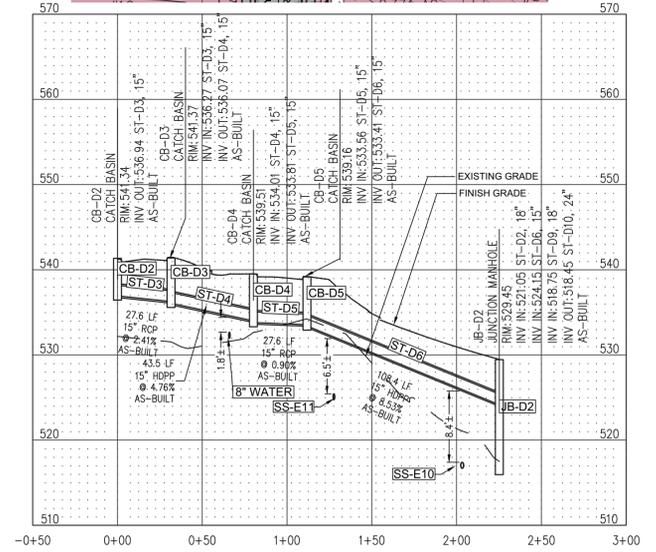
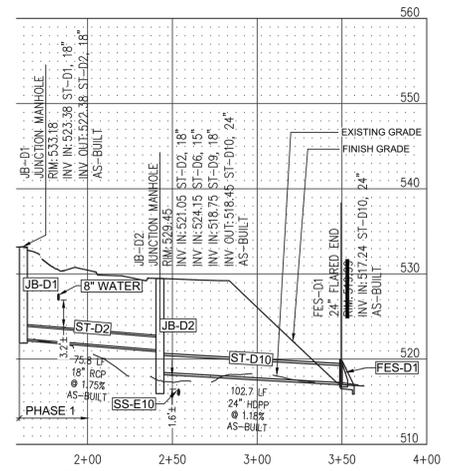
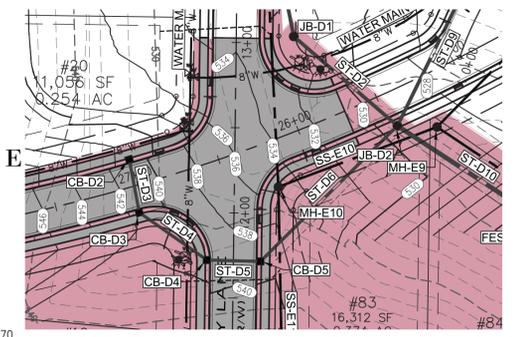
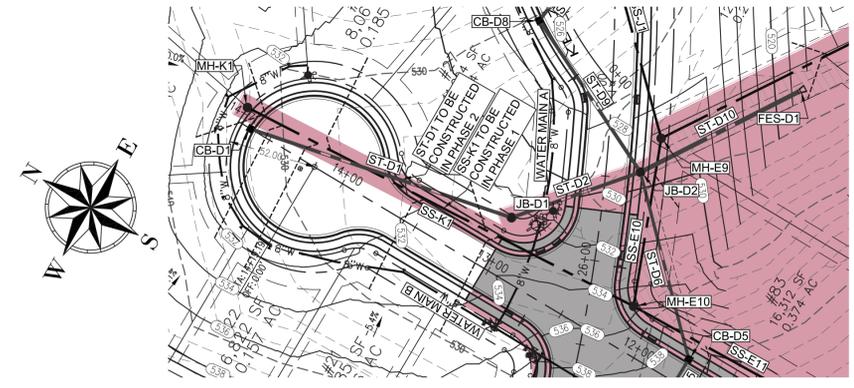
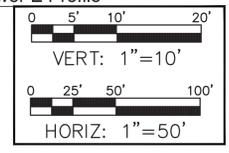
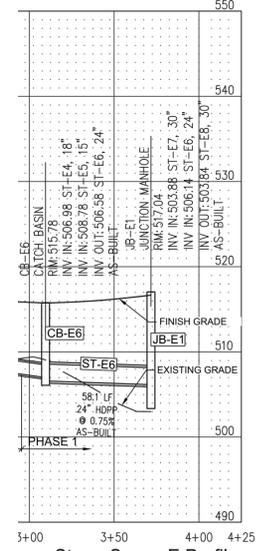
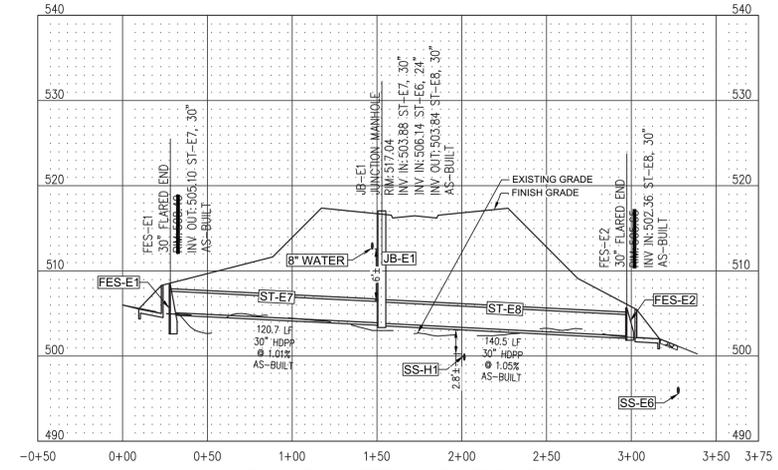
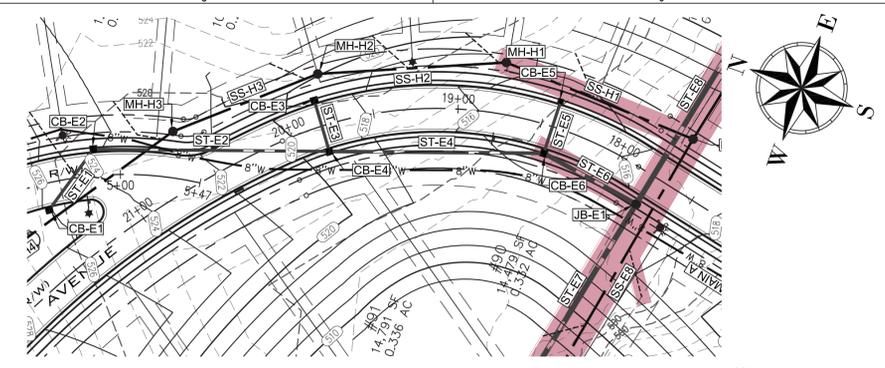
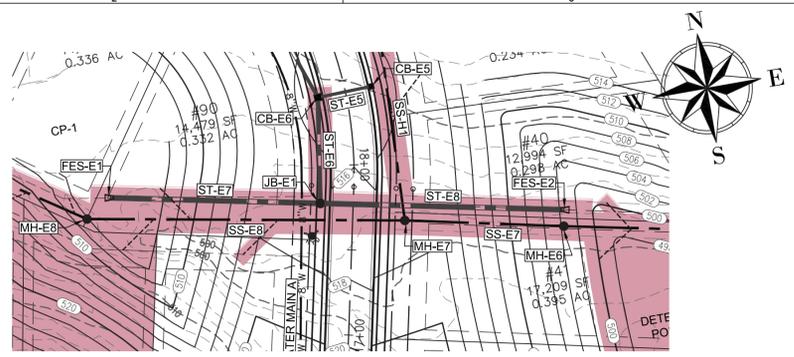


Storm Sewer B Profile



REV.	DATE	DESCRIPTION
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2	10.28.19	ADDRESSED CITY COMMENTS
3	04.09.19	ADDRESSED CITY COMMENTS

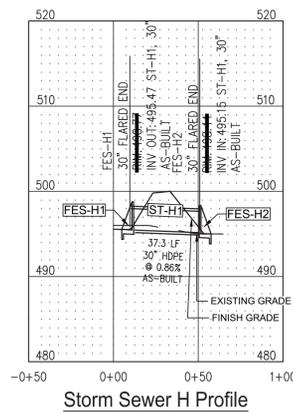
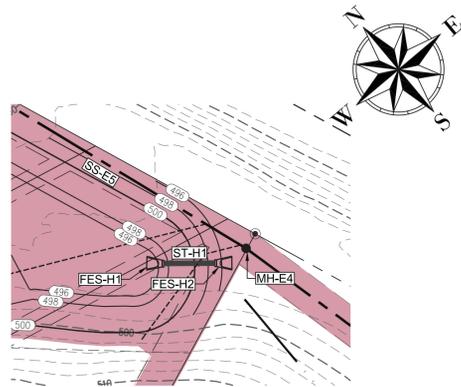
STORM SEWER B PLAN & PROFILE	
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DESIGNED BY MG	
DRAWN BY MG	SHEET NO. R10
CHECKED BY CK	
DATE 04.09.2019	



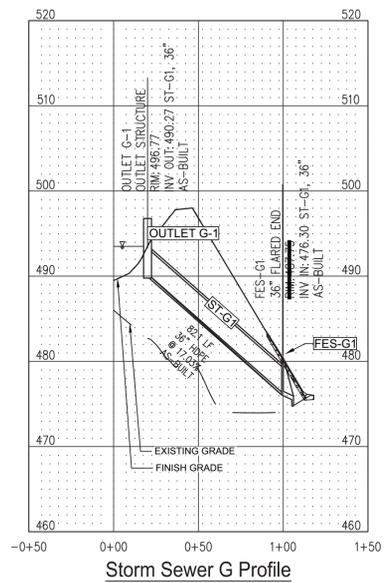
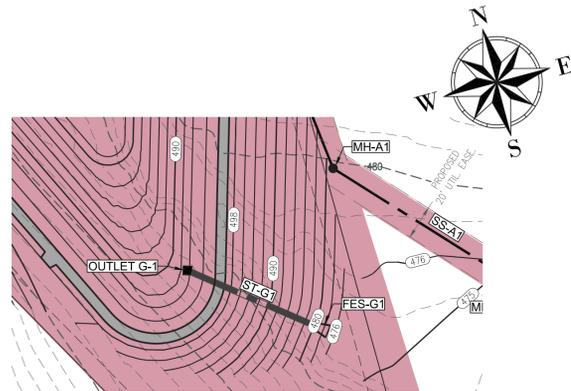
REV.	DATE	DESCRIPTION
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2	02.28.19	ADDRESSED CITY COMMENTS
3	04.09.19	ADDRESSED CITY COMMENTS

STORM SEWER D & E PLAN & PROFILES	
KELS PJCT NO. 36853	OWNR PJCT NO.
DESIGNED BY MG	
DRAWN BY MG	SHEET NO.
CHECKED BY CK	<b>R11</b>
DATE 04.09.2019	

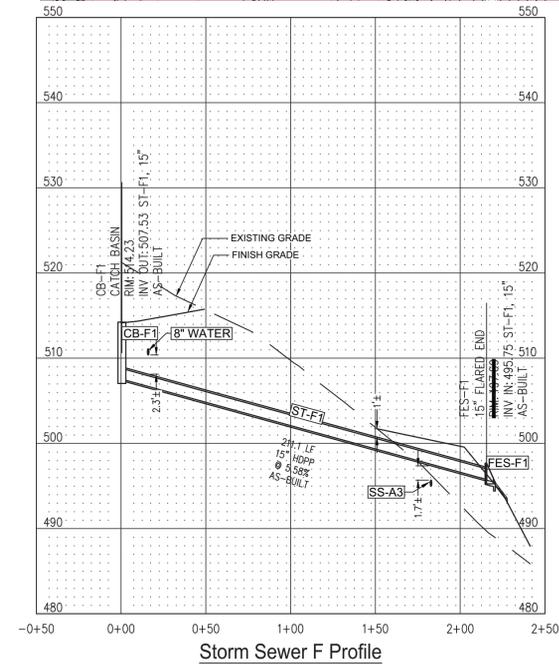
Civil Engineering and Surveying Services  
194 Coker Lane  
Cape Girardeau, MO 63701  
Phone: 573.336.3026 Fax: 573.336.3049  
www.koehlerengineering.com



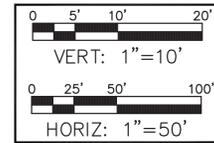
Storm Sewer H Profile



Storm Sewer G Profile

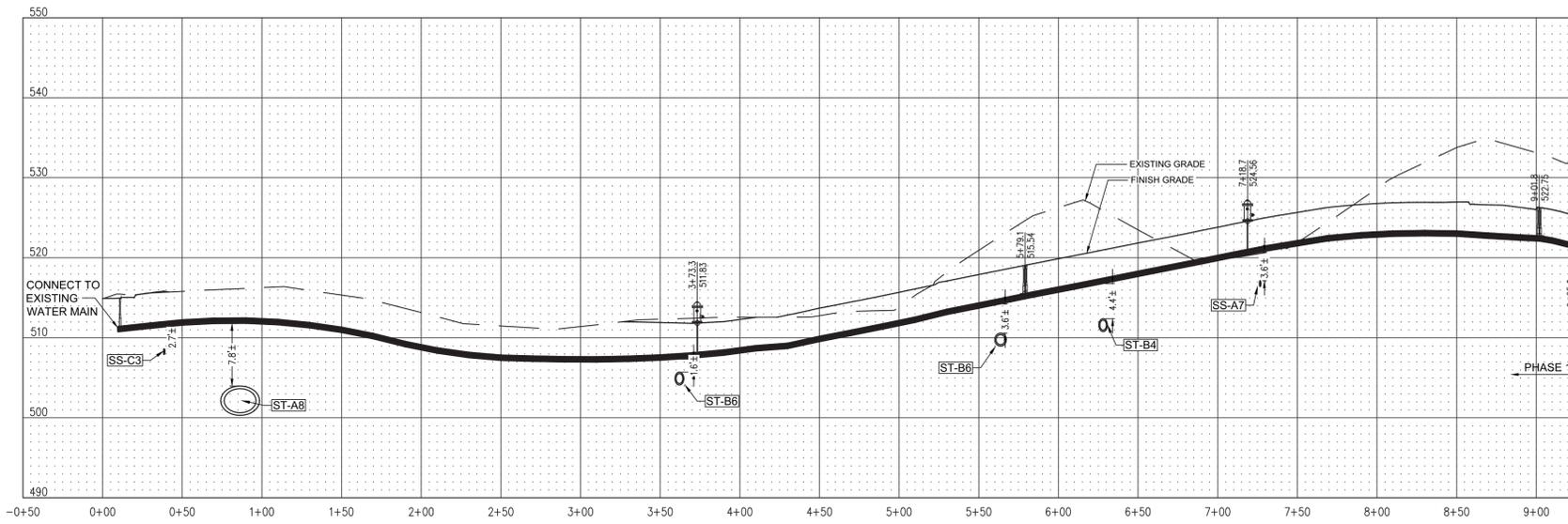


Storm Sewer F Profile

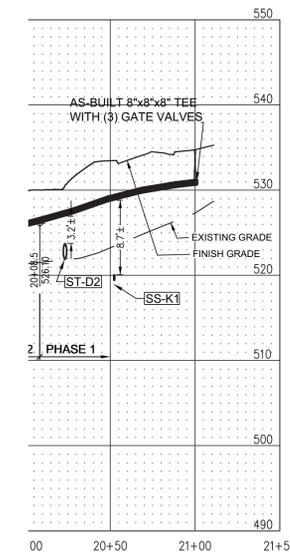
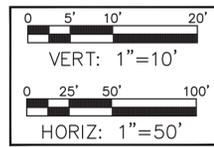


REV	DATE	DESCRIPTION
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2	03.28.19	ADDRESSED CITY COMMENTS
3	04.09.19	ADDRESSED CITY COMMENTS

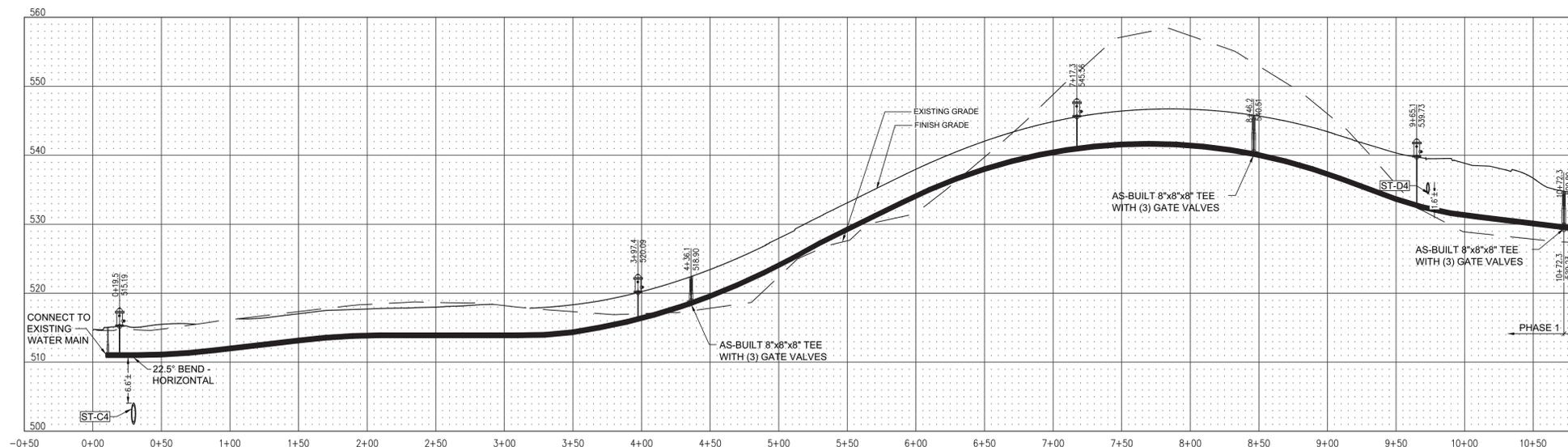
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KELS PJCT NO.	36853
OWNR PJCT NO.	
DESIGNED BY	MG
DRAWN BY	MG
CHECKED BY	CK
DATE	04.09.2019
SHEET NO.	R12



Water Main A Profile



Water Main A Profile

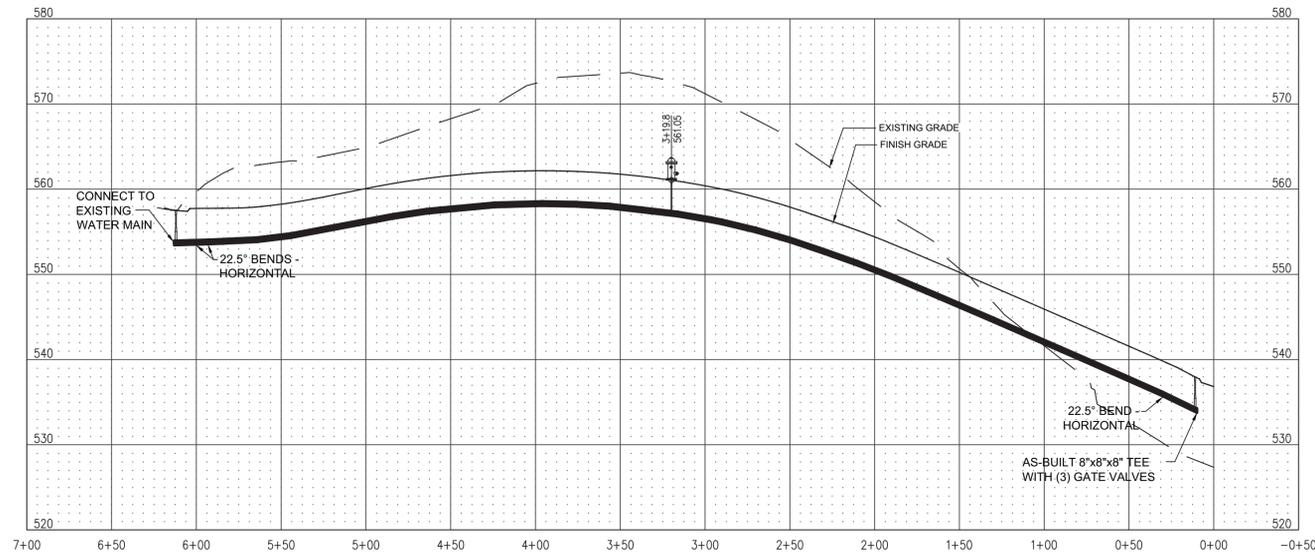


Water Main B Profile

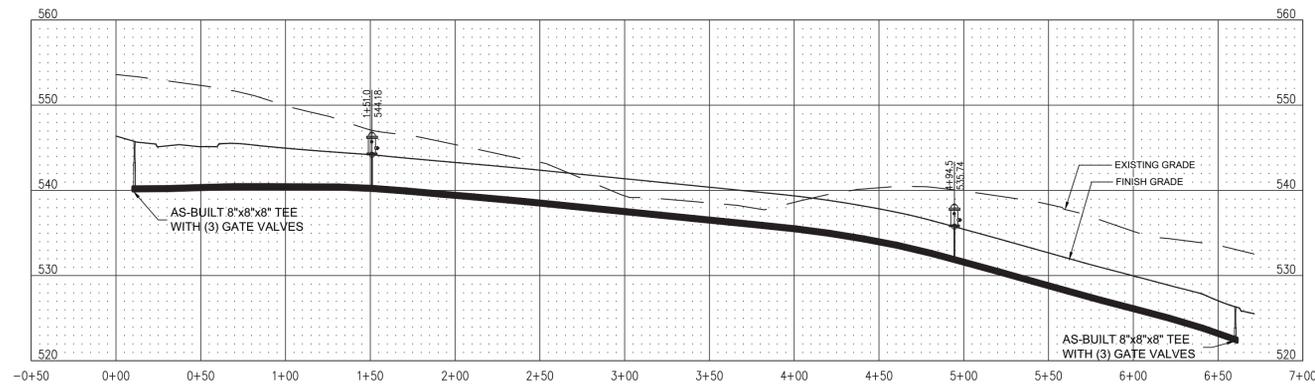
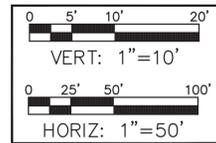


REV	DATE	DESCRIPTION
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2	02.28.19	ADDRESSED CITY COMMENTS
3	04.09.19	ADDRESSED CITY COMMENTS

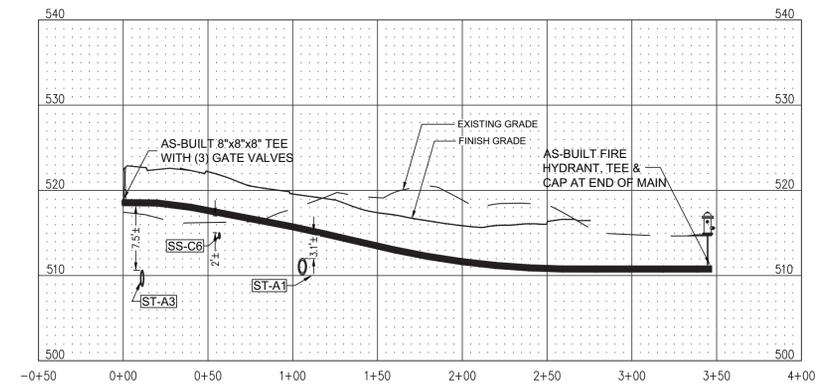
WATER MAIN PROFILES A & B	
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DESIGNED BY MG	SHEET NO.
DRAWN BY MG	
CHECKED BY CK	<b>R13</b>
DATE 04.09.2019	



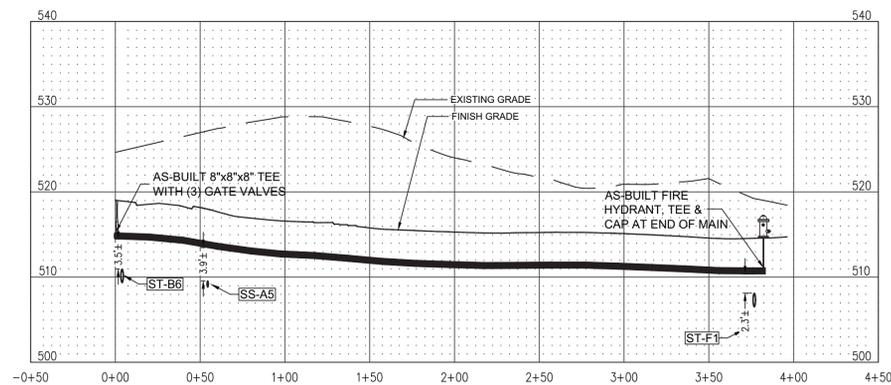
Water Main C Profile



Water Main D Profile



Water Main E Profile



Water Main F Profile



REV	DATE	DESCRIPTION
1	02.28.19	ADDRESSED CITY COMMENTS
2	02.28.19	ADDRESSED CITY COMMENTS
3	04.09.19	ADDRESSED CITY COMMENTS

WATER MAIN PROFILES C, D, E, F, G	
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DESIGNED BY MG	SHEET NO.
DRAWN BY MG	
CHECKED BY CK	<b>R14</b>
DATE 04.09.2019	

**Staff:** Ryan Shrimplin, AICP - City  
**Agenda:** Planner  
4/15/2019

**AGENDA REPORT**  
Cape Girardeau City Council

**19-084**

**SUBJECT**

Approval of the Partial Release of Performance Guarantee Agreement for Deerfield Estates Phase 1.

**EXECUTIVE SUMMARY**

The attached document releases a portion of the performance guarantee amount for public improvements in Deerfield Estates Phase 1. Staff recommends approval of the partial release document, by motion.

**BACKGROUND/DISCUSSION**

On August 7, 2018, the City entered into a Performance Guarantee Agreement with Drury Properties, Inc. for public improvements in Deerfield Estates Phase 1. Most of the improvements have been completed, and Drury Properties, Inc. is requesting the City execute a Partial Release of Performance Guarantee Agreement in order to reduce the letter of credit balance. The Engineering Services Division has determined that 95% of the letter of credit balance can be released at this time.

The attached Partial Release of Performance Guarantee Agreement releases \$1,777,139.35 of the \$1,870,673.00 letter of credit balance. The Performance Guarantee Agreement is also attached, for reference.

**STAFF RECOMMENDATION**

Staff recommends approval of the Partial Release of Performance Guarantee Agreement for Deerfield Estates Phase 1.

**ATTACHMENTS:**

Name:	Description:
<input type="checkbox"/> <a href="#">Partial Release of Performance Guarantee Agreement - Deerfield Estates Phase 1 - April 2019.pdf</a>	Partial Release of Performance Guarantee Agreement - Deerfield Estates Phase 1
<input type="checkbox"/> <a href="#">Performance Guarantee Agreement Deerfield Estates Phase 1 Fully Executed.pdf</a>	Performance Guarantee Agreement - Deerfield Estates Phase 1

**PARTIAL RELEASE OF PERFORMANCE GUARANTEE AGREEMENT**  
**DEERFIELD ESTATES PHASE 1**

This Partial Release is made this \_\_\_\_ day of \_\_\_\_\_, 2019, by the CITY OF CAPE GIRARDEAU, MISSOURI, 401 Independence Street, Cape Girardeau, MO 63703, hereinafter referred to as “City”, to DRURY PROPERTIES, INC., hereinafter referred to as “Developer”.

**WITNESSETH:**

On August 7, 2018, the City and the Developer entered into a Performance Guarantee Agreement for public improvements in Deerfield Estates Phase 1, in the City of Cape Girardeau, Missouri.

The City Council of the City of Cape Girardeau, Missouri, has determined that a portion of the work covered by the Performance Guarantee Agreement for public improvements in said subdivision, as set out in the improvement plans and specifications therefore, has been satisfactorily completed.

NOW, THEREFORE, in consideration of the satisfactory completion of a portion of the public improvements set forth in the plans and specifications for said subdivision, the City hereby authorizes the release of **\$1,777,139.35** of the \$1,870,673.00 secured amount pursuant to the Performance Guarantee Agreement. The Developer is hereby discharged from said portion of its obligations to the City under the Performance Guarantee Agreement but is specifically not released and not discharged from the remainder of its obligations with respect to the Performance Guarantee Agreement, which will remain in effect until the balance of the public improvements have been completed satisfactorily.

IN WITNESS WHEREOF, this Partial Release has been executed on the above date.

CITY OF CAPE GIRARDEAU, MISSOURI

\_\_\_\_\_  
Scott A. Meyer, City Manager

ATTEST:

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

{NOTARY ON FOLLOWING PAGE}



## PERFORMANCE GUARANTEE AGREEMENT

This Performance Guarantee Agreement, hereinafter referred to as "Agreement", is made and entered into this 7<sup>th</sup> day of August, 2018, by and between DRURY PROPERTIES, INC., a Missouri Corporation, having its principal office and place of business at 863 North State Highway 125, Springfield, Missouri 65802, hereinafter referred to as "Developer", and the CITY OF CAPE GIRARDEAU, MISSOURI, a municipal corporation, hereinafter referred to as "City".

### WITNESSETH:

WHEREAS, the Developer is the owner of Deerfield Estates Phase 1, a proposed subdivision located within the City of Cape Girardeau, Missouri, and has submitted to the City improvement plans and specifications, which have been approved by the City, and has submitted a record plat with request that said plat and the plans and specifications for the improvements in the proposed subdivision be accepted and approved by the City; and

WHEREAS, the Developer proposes to meet the ordinance requirements of the City with respect to the posting of this Agreement prior to the approval by the City of the plat proposed for said subdivision,

NOW, THEREFORE, In consideration of the foregoing and of the mutual promises and agreements contained herein, the parties to this Agreement stipulate and agree as follows:

1. The Developer has submitted to the City a record plat of Deerfield Estates Phase 1, hereinafter referred to as "Proposed Subdivision", with request that said plat be approved by the City. The Developer has also submitted improvement plans for the Proposed Subdivision, which have been approved by the City.
2. An Irrevocable Standby Letter of Credit, hereinafter referred to as "Letter of Credit", has been issued for the cost of the improvements in the Proposed Subdivision by BancorpSouth Bank, hereinafter referred to as "Financial Institution". The Letter of Credit is attached to this Agreement as "Exhibit A" and made a part hereof as though fully set out herein. The Letter of Credit is a commitment to the Developer from the Financial Institution that it will serve as the primary lender for the development of the Proposed Subdivision and commits itself for enough funds to complete the improvements in the Proposed Subdivision. Further, the Letter of Credit lists the City as the Beneficiary and provides for payment of funds to the City in the event the Developer is found to be in default under this Agreement.
3. A copy of the most recent financial statement of the Financial Institution is made available for the purpose of guaranteeing to the City that the Financial Institution, as the issuer of the Letter of Credit to the Developer, has sufficient resources with which to uphold its guarantee.

4. The City may, from time to time, authorize a reduction in the balance of the Letter of Credit and shall do so by written notification from the City's Administrative Officer.
5. Upon approval by the City through its Administrative Officer for the release of the remaining balance of the Letter of Credit, this Agreement shall be terminated and the Developer and the Financial Institution shall be released from any further obligation to the City insofar as the provisions of this Agreement are concerned.
6. If, after two (2) years from the date of this Agreement, all the improvements shown on the approved improvement plans and specifications have not been completed, the City may request payment from the balance of the Letter of Credit as required in order to complete the improvements. Said request for payment shall be per the terms of the Letter of Credit.
7. This Agreement shall not in any fashion be construed to limit the powers, rights, or duties of the City, but shall be construed in the light of the applicable City ordinances.
8. No part of this Agreement may be assigned by the Developer or the Financial Institution without first obtaining the express written consent of such assignment by the City, but the City agrees not to unreasonably withhold such consent.

IN WITNESS WHEREOF, the parties have executed this Agreement in triplicate as of the date first above written.

DEVELOPER  
Drury Properties, Inc.

Mitch Drury, Vice President  
Mitch Drury, ~~Managing Member~~

STATE OF Missouri )  
 ) ss.  
COUNTY OF Greene )

On this 31<sup>st</sup> day of July, 2018, before me personally appeared Mitch Drury, Managing Member of Drury Properties, Inc., a Missouri Corporation, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as the free act and deed of said Corporation.

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

Nicole A. Lekander  
Notary Public

Name/My Commission Expires: 2.18.19

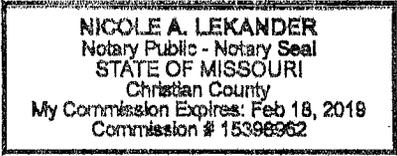




EXHIBIT A  
IRREVOCABLE STANBY LETTER OF CREDIT  
*(on following pages)*



# BancorpSouth Bank

## Irrevocable Standby Letter of Credit

BancorpSouth Bank  
Tupelo, Mississippi

**Issue Date:** July 31, 2018

**Letter of Credit Number:** 866000973611

**Expiration Date:** July 27, 2019

**Beneficiary:** City of Cape Girardeau, Missouri  
City Hall  
401 Independence Street  
Cape Girardeau, Missouri 63703

**Applicant:** Drury Properties, Inc.  
863 N. State Highway 125  
Springfield, Missouri 65802

**Amount (figures):** USD \$1,870,673.00

**Amount (words):** One Million Eight Hundred Seventy Thousand Six Hundred Seventy Three and No/100 US Dollars

**RE:** Deerfield Estates Phase 1 Subdivision

Dear Sir or Madam:

We hereby open our Irrevocable Standby Letter of Credit in your favor for the account of the above Applicant, up to the aggregate amount specified above available to you as Beneficiary by your sight draft(s) drawn on us under the terms and conditions stated herein below.

Draft(s) drawn on us must be in the form of Exhibit "A" hereto, must bear on its face the words, "Drawn under BancorpSouth Bank Irrevocable Standby Letter of Credit Number 866000973611 dated July 31, 2018" and must be appropriately completed and signed or endorsed by your representative, and must be accompanied by the following:

1. A statement executed by Beneficiary stating: "The undersigned hereby certifies that Drury Properties, Inc. is in default under the terms of that certain contractual agreement, between City of Cape Girardeau, Missouri and Drury Properties, Inc. and that the applicable period to cure such default has expired."
2. The original of this Irrevocable Standby Letter of Credit and any amendments thereto.

The proceeds of draft(s) drawn hereunder must be credited to amounts owed to you by the Applicant.

Partial drawings are permitted.

2778 West Jackson Street. Building C. Tupelo, Mississippi 38801

This Irrevocable Standby Letter of Credit may not be assigned or transferred.

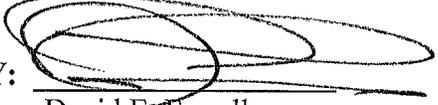
We do hereby engage with you that draft(s) drawn hereunder and under the terms and conditions provided herein will be duly honored if drawn on us and presented to us at the following address: BancorpSouth Bank, 2778 West Jackson Street, Building C, Tupelo, MS 38801, Attention: Trade Finance Department, on or before 2:00 P.M. Central Time at said location on or before the Expiration Date (whether the original Expiration Date provided above or any extended or final expiration date as provided herein), at which time this Irrevocable Standby Letter of Credit expires. We will not honor any drafts drawn hereunder after the Expiration Date and time.

The Expiration Date of this Irrevocable Standby Letter of Credit shall automatically be extended for one (1) year from the Expiration Date, and likewise thereafter for one (1) year from any such extended expiration date, unless not less than Thirty (30) days prior to the Expiration Date or any such extended expiration date we shall send written notice that we have elected not to extend or further extend the expiration of this Irrevocable Standby Letter of Credit. Notwithstanding anything in the foregoing sentence to the contrary, in no event, and without further notice from us, shall the expiration of this Irrevocable Standby Letter of Credit be automatically extended beyond July 27, 2023 (the "Final Expiration Date"), on which date this Irrevocable Standby Letter of Credit, if not previously expired, shall finally expire without the necessity of any notice to you thereof.

This Irrevocable Standby Letter of Credit sets forth in full the terms of our undertaking and this undertaking shall not in any way be modified, amended or amplified by reference to any document, instrument, or agreement which may be referred to herein or in which this Irrevocable Standby Letter of Credit is referenced or to which this Irrevocable Standby Letter of Credit relates. No such reference shall be deemed to incorporate herein by reference any document, instrument, or agreement.

This undertaking is issued subject to the International Standby Practices 1998.

**BANCORPSOUTH BANK**

**BY:** 

David E. Ferrell

**ITS: Senior Vice President**

**EXHIBIT A**

**SIGHT DRAFT**

**TO: BancorpSouth Bank  
2778 West Jackson Street  
Building C  
Tupelo, Mississippi 38801  
Attention: Trade Finance Department**

\_\_\_\_\_  
**(Date)**

**Drawn under BancorpSouth Bank Irrevocable Standby Letter of Credit Number  
\_\_\_\_\_ dated \_\_\_\_\_, \_\_\_\_\_.**

**DRAFT AMOUNT (in words): \_\_\_\_\_ and \_\_\_/100's Dollars**

**DRAFT AMOUNT (in figures): \$ \_\_\_\_\_**

**REMITTANCE ADDRESS:**

\_\_\_\_\_  
\_\_\_\_\_

**AT SIGHT PAY TO THE ORDER OF THE UNDERSIGNED BENEFICIARY, AT  
THE REMITTANCE ADDRESS SPECIFIED ABOVE, THE DRAFT AMOUNT  
SPECIFIED ABOVE.**

**BENEFICIARY:**

**City of Cape Girardeau, Missouri**

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

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

**Staff:** Kelly Green P.E., City Engineer  
**Agenda:** 4/15/2019

**AGENDA REPORT**  
Cape Girardeau City Council

**19-085**

**SUBJECT**

Acceptance of public improvements to serve Kensington Place Subdivision, in the City of Cape Girardeau.

**BACKGROUND/DISCUSSION**

Drury Properties, Inc. (Mitch Drury) constructed public improvements to serve the Kensington Place Subdivision, Lampe Road (County Road 313). The improvements consisted of **sanitary sewer and storm sewer infrastructure**.

**Sanitary Sewer**

19 - Standard Manholes  
3,689 LF of 8 inch SDR-35 PVC Sanitary Sewer Main

**Storm Sewer**

6 - Single Catch Basins  
67 LF of 15 inch RCP Pipe  
214 LF of 24 inch RCP Pipe  
41 LF of 24 inch CMP Pipe  
32 LF of 30 inch RCP Pipe

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

**FINANCIAL IMPACT**

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

**STAFF RECOMMENDATION**

Staff recommends the Council accept, by motion, the public improvements to serve Kensington Place Subdivision into the City's System.

**ATTACHMENTS:**

Name:	Description:
☐ <a href="#">36853_Kensington_as_built_04-11-2019.pdf</a>	As-Built Drawings

# RECORD PLANS FOR KENSINGTON PLACE LAMPE ROAD (COUNTY ROAD 313)

DRURY PROPERTIES, INC.  
C/O: MITCH DRURY  
863 NORTH STATE HIGHWAY 125  
SPRINGFIELD, MO 65802



VICINITY MAP

### PLAN SHEET INDEX

R1.0	COVER SHEET
R2	KEY SHEET AND QUANTITIES
R3	SANITARY SEWER MAIN AT PLAN & PROFILE
R4	SANITARY SEWER MAIN AT & EXISTING SANITARY SEWER PLAN AND PROFILES
R5	SANITARY SEWER MAIN AT PLAN & PROFILE
R6	SANITARY SEWER MAIN AT PLAN & PROFILE
R7	STORM SEWER MAINS A & B PLANS & PROFILES

### UTILITY CONTACTS

- ELECTRIC SERVICE**  
AMEREN  
455 WEST WASHINGTON  
P.O. BOX 40  
CAPE GIRARDEAU, MO 63702  
MR. RAY PEREZ  
(573) 651-5723
- NATURAL GAS**  
AMEREN  
P.O. BOX 40  
CAPE GIRARDEAU, MO 63702  
MR. LOUIS BELUSINK  
(573) 651-5730
- TELEPHONE SERVICES**  
AT&T  
800 BROADWAY  
CAPE GIRARDEAU, MO 63701  
MR. TOM KILBURN  
(573) 338-9476
- POTABLE WATER SYSTEM**  
ALLIANCE WATER RESOURCES  
2007 SOUTHERN EXPRESSWAY  
CAPE GIRARDEAU, MO 63703  
MS. ERICA BOGEMPHOL  
(573) 379-0150
- THE CITY OF CAPE GIRARDEAU**  
PUBLIC WORKS DEPARTMENT  
2007 SOUTHERN EXPRESSWAY  
CAPE GIRARDEAU, MO 63703  
MR. STEVEN DAVEN  
(573) 338-6951
- CABLE TELEVISION SERVICE**  
CHARTER COMMUNICATIONS  
3140 WEST NASH ROAD  
SCOTT CITY, MO 63780  
MR. CHRIS TUCKER  
(573) 805-1410

### UTILITY NOTE

UTILITIES SHOWN HEREON DERIVED FROM  
OBSERVED FIELD EVIDENCE. FIELD LOCATE ALL  
UTILITIES PRIOR TO CONSTRUCTION.



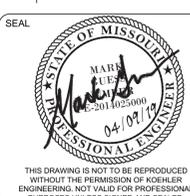
PERMITS TO FEDERAL, STATE, AND LOCAL  
STATUTES, NOTIFY MISSOURI ONE-CALL SYSTEM,  
INC., AT LEAST 48 HOURS PRIOR TO ANY  
DIGGING, TRENCHING, EXCAVATION, ETC.

THE  
COMMUNITY  
9, 2011.

### RECORD PLANS

# KENSINGTON PLACE

DRURY PROPERTIES, INC. C/O: MITCH DRURY  
863 NORTH STATE HIGHWAY 125, SPRINGFIELD, MO. 65802



REV	DATE	DESCRIPTION
1	03.28.19	ADDRESSED CITY COMMENTS
2	03.28.19	ADDRESSED CITY COMMENTS
3	04.09.19	ADDRESSED CITY COMMENTS

### COVER SHEET

KEL'S PLOT NO.	32861	OWNER PLOT NO.	
DESIGNED BY	MGS	SHEET NO.	
DRAWN BY	TGS		
CHECKED BY	CK		
DATE	04/09/2019		



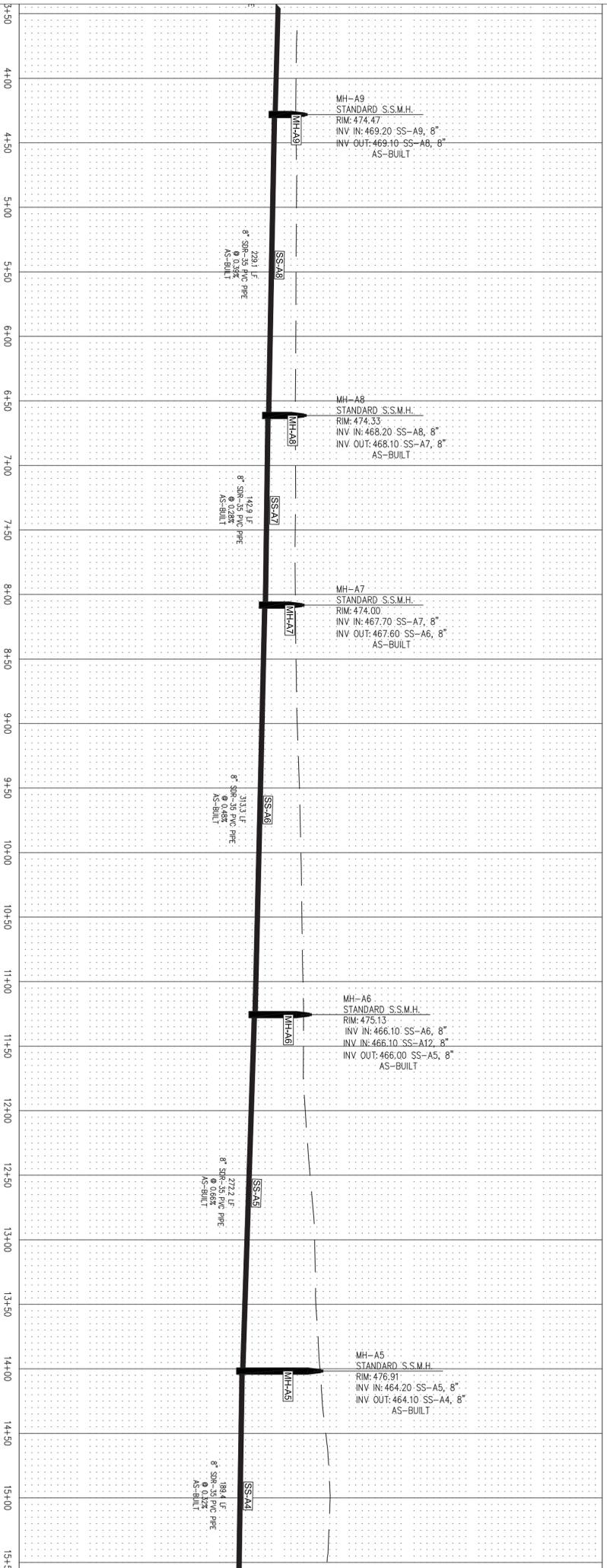
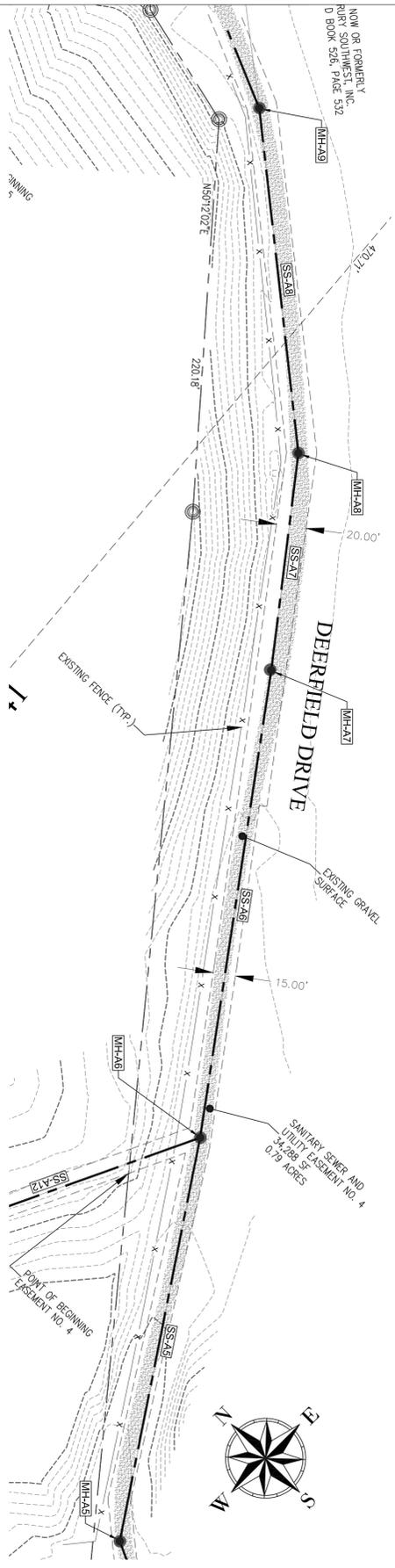
Civil Engineering and Surveying Services  
194 Coker Lane - Cape Girardeau, MO 63701  
Phone: 573.335.3026 - Fax: 573.335.3049  
www.koehlerengineering.com



E

### RECORD DRAWING NOTES

THE SANITARY SEWER AND WATER MAIN INFORMATION INDICATED HEREON HAS BEEN VERIFIED IN THE FIELD AND IS CONSIDERED TO BE RECORD INFORMATION. THE SANITARY SEWER WYE INFORMATION INDICATED HEREON WAS PROVIDED BY THE CITY OF CAPE GIRARDEAU INSPECTORS, AND IS SUBJECT TO ANY INACCURACIES IN THOSE NOTES.



Kensington Sanitary Sewer Main A1 Profile

REV	DATE	DESCRIPTION
1	03.28.19	ADDRESSED CITY COMMENTS
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3	04.09.19	ADDRESSED CITY COMMENTS

SEAL

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RECORD PLANS

## KENSINGTON PLACE

DRURY PROPERTIES, INC. C/O: MITCH DRURY  
863 NORTH STATE HIGHWAY 125, SPRINGFIELD, MO. 65802

Civil Engineering and Surveying Services  
194 Coker Lane - Cape Girardeau, MO 63701  
Phone: 573.335.3026 - Fax: 573.335.3049  
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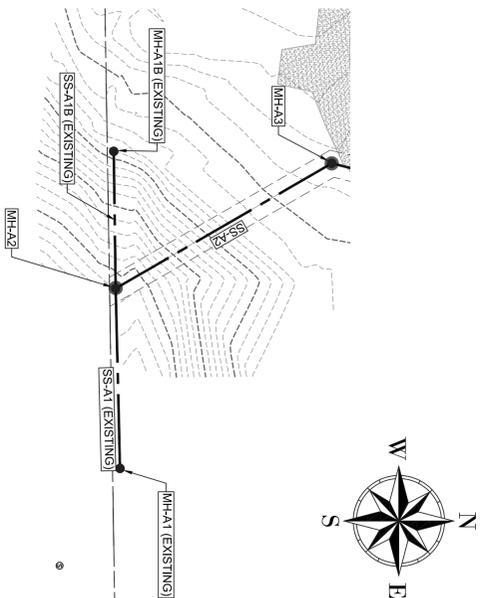
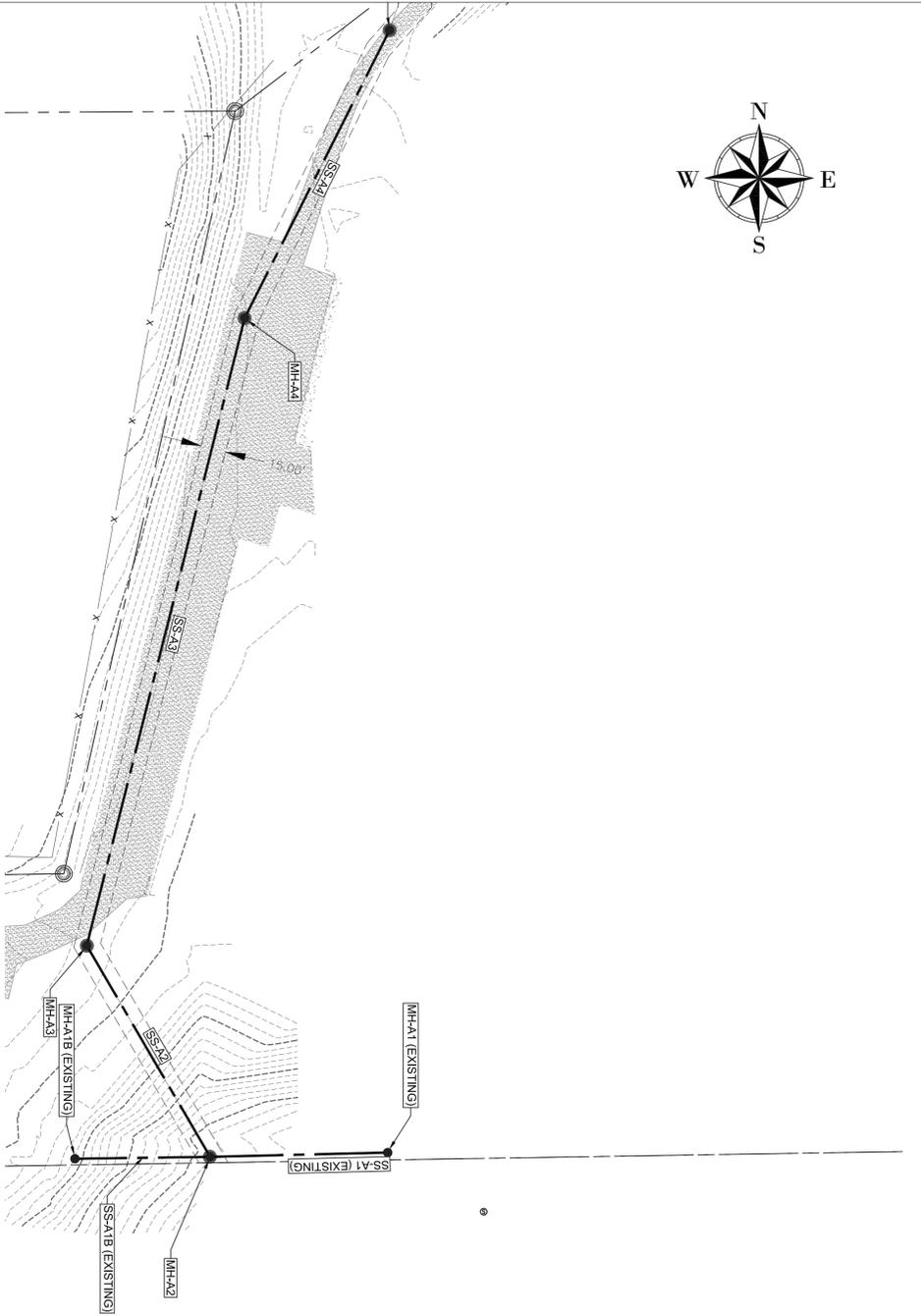
SANITARY SEWER MAIN A1  
PLAN AND PROFILE

KEL'S PLOT NO. 32861  
OWNER PLOT NO. \_\_\_\_\_

DESIGNED BY: MGS  
DRAWN BY: TKS  
CHECKED BY: CK

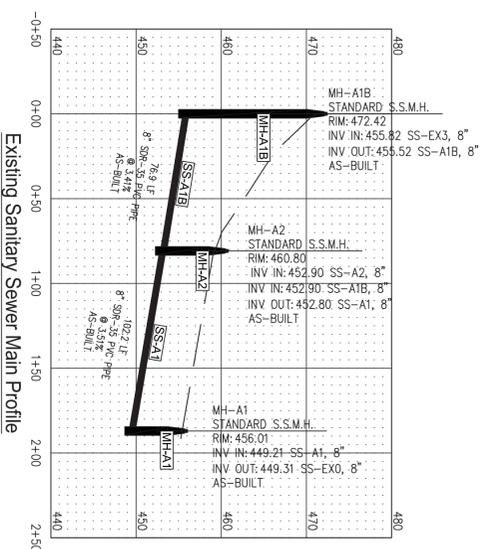
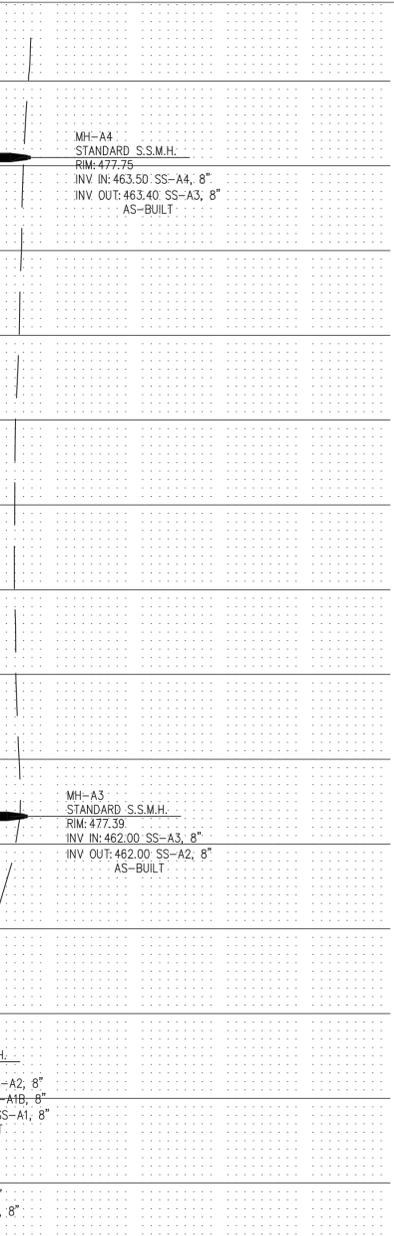
SHEET NO. **R3**

DATE: 04/09/2019

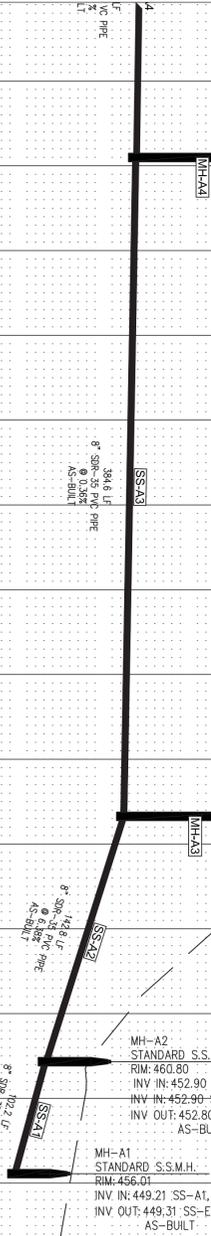


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Existing Sanitary Sewer Main Profile



Existing Sanitary Sewer Main Profile

REV	DATE	DESCRIPTION
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3	04.09.19	ADDRESSED CITY COMMENTS



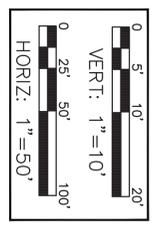
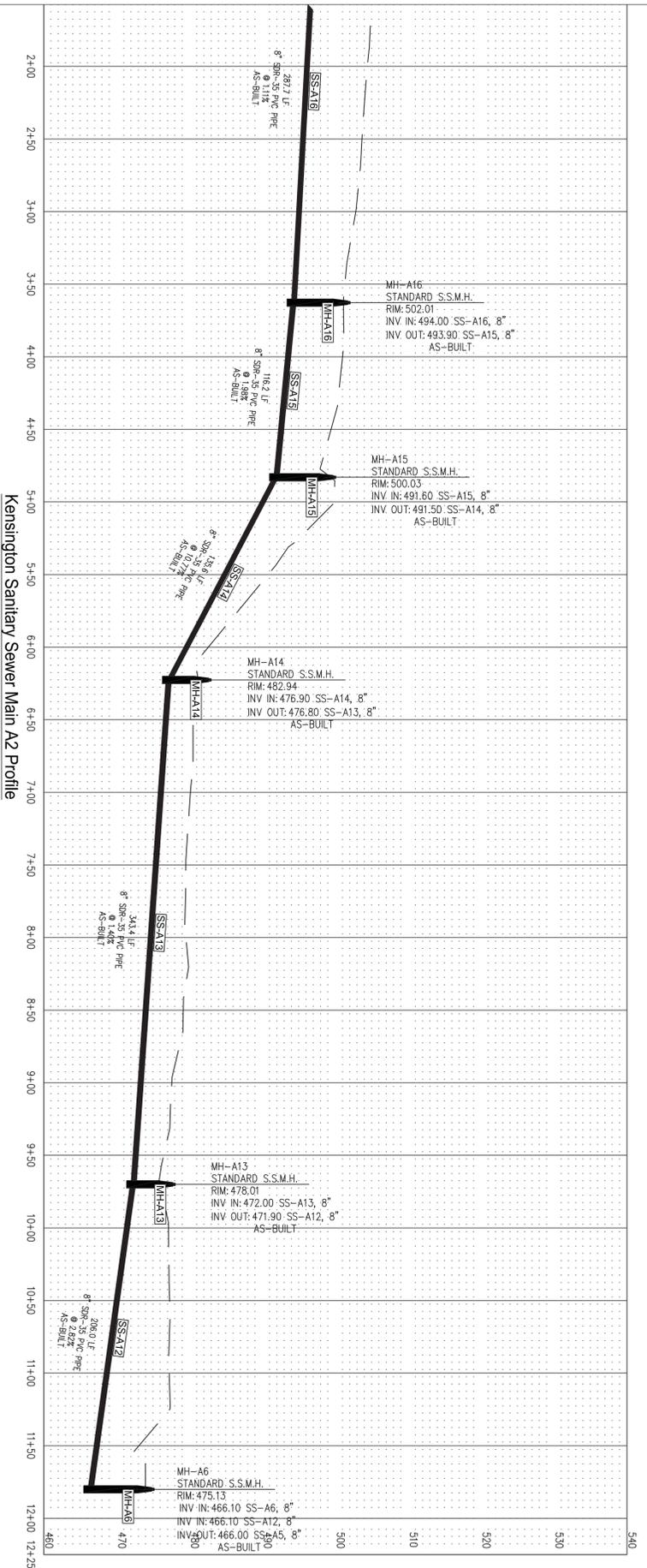
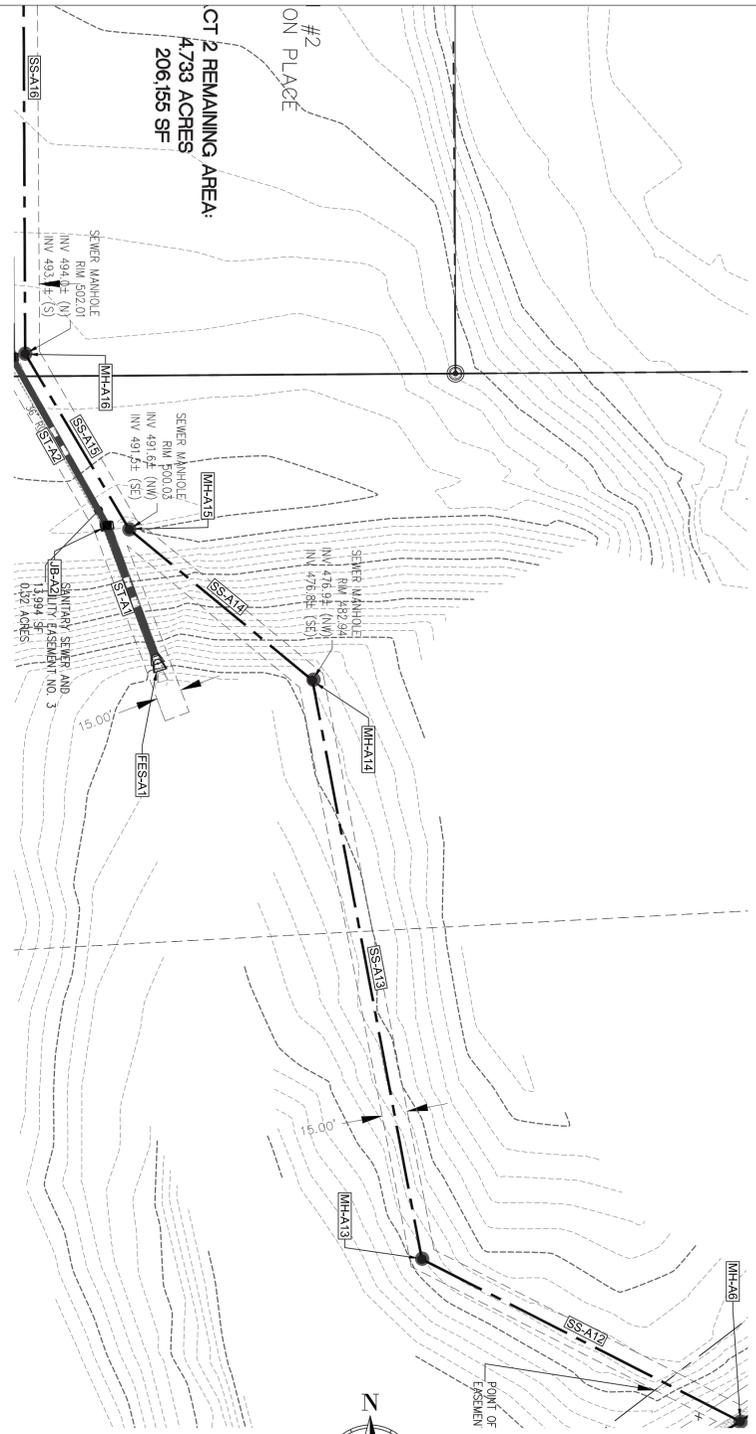
**RECORD PLANS**  
**KENSINGTON PLACE**  
 DRURY PROPERTIES, INC. C/O: MITCH DRURY  
 863 NORTH STATE HIGHWAY 125, SPRINGFIELD, MO. 65802

**KE KOEHLER**  
**ENGINEERING AND LAND SURVEYING, INC.**  
 Civil Engineering and Surveying Services  
 194 Coker Lane - Cape Girardeau, MO 63701  
 Phone: 573.335.3026 - Fax: 573.335.3049  
 www.koehlerengineering.com

SANITARY SEWER MAIN A1  
 & EXISTING SANITARY SEWER  
 PLAN AND PROFILES  
 KELS PLOT NO. 32861  
 OWNER PLOT NO. \_\_\_\_\_  
 DESIGNED BY: TKS  
 DRAWN BY: TKS  
 CHECKED BY: CK  
 DATE: 04/09/2019  
**R4**

RECORD DRAWING NOTES

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RECORD PLANS  
**KENSINGTON PLACE**

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SEAL

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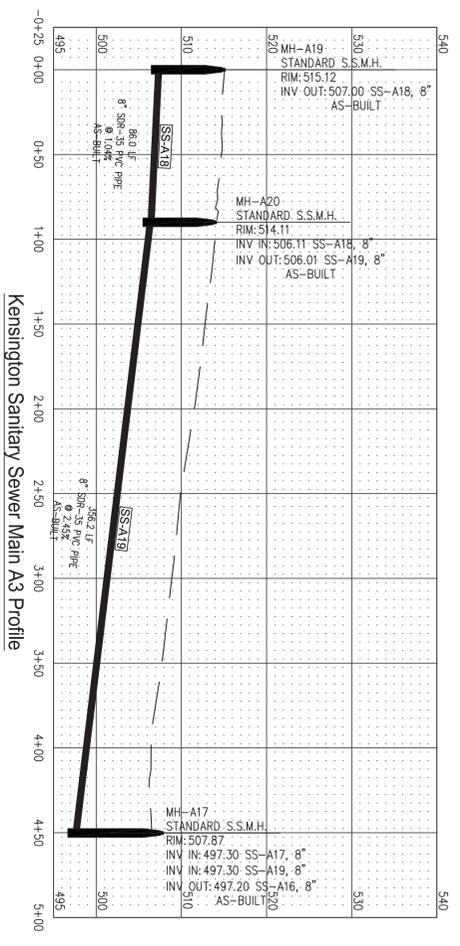
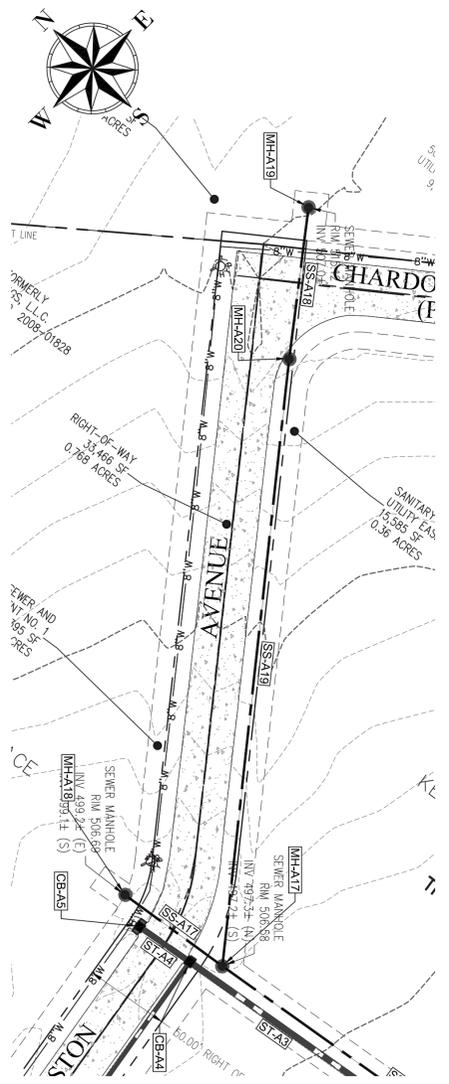
SANITARY SEWER MAIN A2  
 PLAN AND PROFILE

DESIGNED BY: TKS  
 DRAWN BY: TKS  
 CHECKED BY: CK  
 DATE: 04/09/2019

OWNER PLOT NO.: 32861  
 SHEET NO.: R5

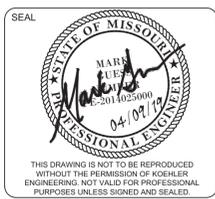
RECORD DRAWING NOTES

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Kensington Sanitary Sewer Main A3 Profile

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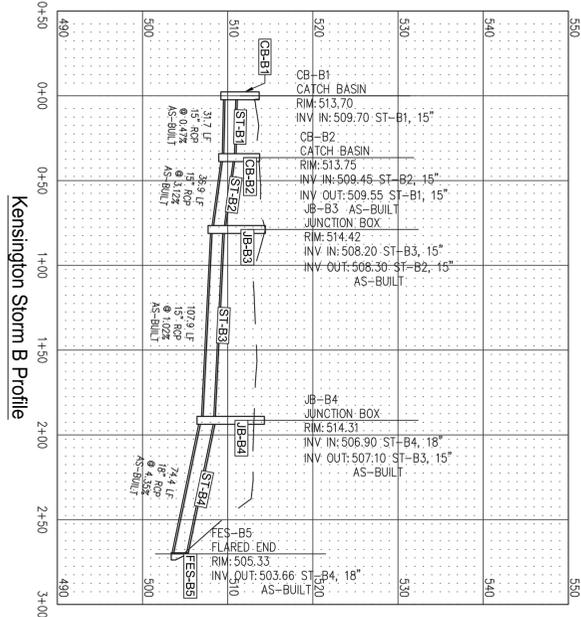
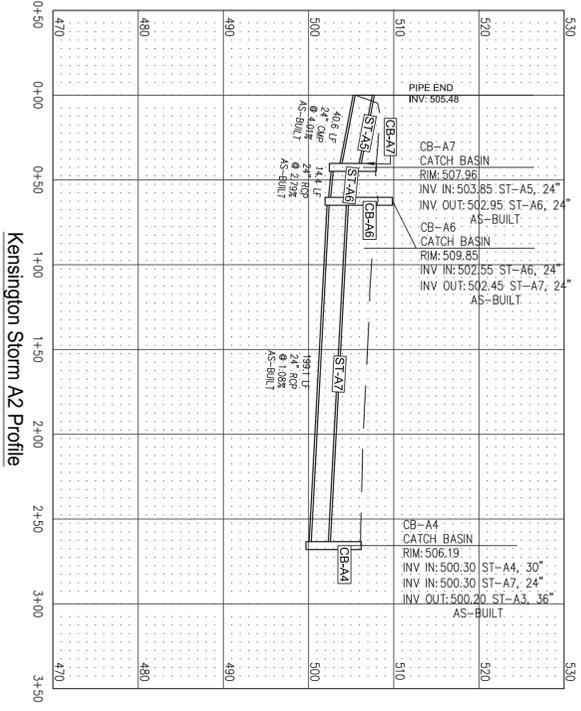
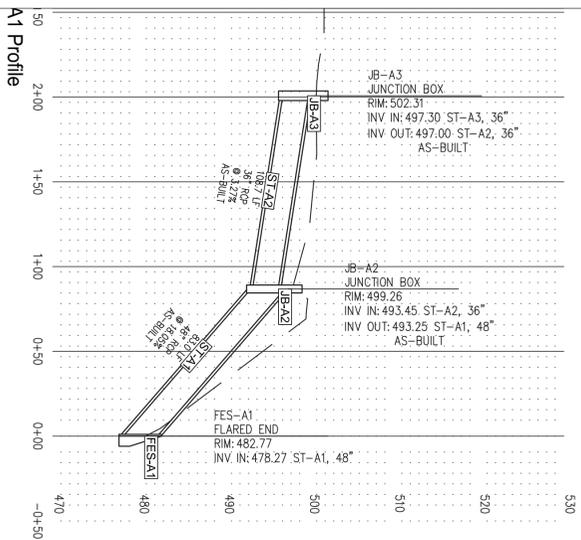
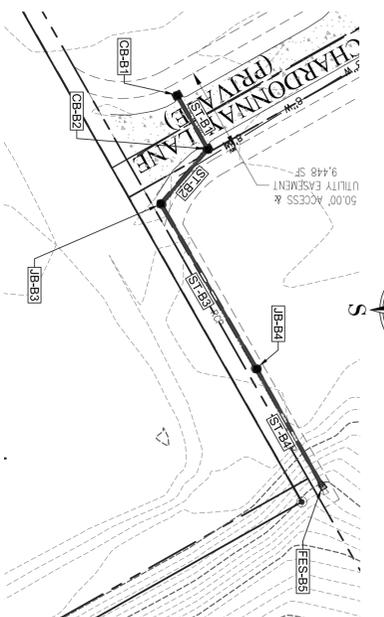
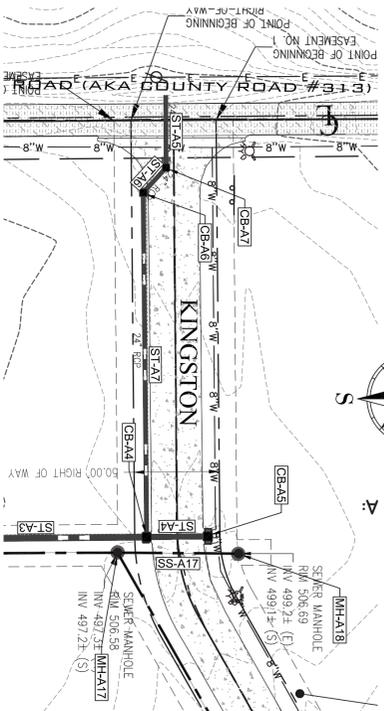
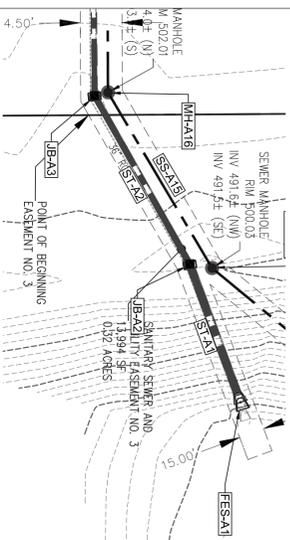
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**KENSINGTON PLACE**  
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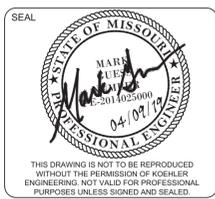
SANITARY SEWER MAIN A3  
 PLAN AND PROFILE  
 KLS PLOT NO. 32861  
 OWNER PLOT NO. \_\_\_\_\_  
 DESIGNED BY: MGS  
 DRAWN BY: TKS  
 CHECKED BY: CK  
 DATE: 04/09/19  
**R6**

RECORD DRAWING NOTES

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**RECORD PLANS**  
**KENSINGTON PLACE**  
 DRURY PROPERTIES, INC. C/O: MITCH DRURY  
 863 NORTH STATE HIGHWAY 125, SPRINGFIELD, MO. 65802

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STORM SEWER MAINS A & B  
 PLANS AND PROFILES  
 KELS PLOT NO. 32861  
 OWNERS PLOT NO. \_\_\_\_\_  
 DESIGNED BY: MGS  
 DRAWN BY: TGS  
 CHECKED BY: CK  
 DATE: 04/09/2019  
**R7**

**Staff:** Julia Jones, Parks and Recreation  
**Agenda:** Director  
4/15/2019

**AGENDA REPORT**  
Cape Girardeau City Council

**19-086**

---

**SUBJECT**

Fee Adjustment to Cape Splash Water Park for 2019 Season

---

**EXECUTIVE SUMMARY**

Cape Splash will be entering its 10<sup>th</sup> season of operation in May of 2019. In 9 seasons the average attendance of 81,000 annually, has made the facility one of the most popular attractions during the summer months. The general admission price has only increased minimally over the 9 years the facility has been in operation. Due to increases in market pressure, rising operational costs, training costs; staff is recommending an increase of one dollar (\$1.00) in general admission for the 2019 season to assist in offsetting these expenses.

---

**BACKGROUND/DISCUSSION**

The Cape Splash Family Aquatic facility opened in May of 2010 to much fanfare and success. At that time, the admission fees were \$5 for youth and \$6 for adults, which were considered below market pricing at that time. Fees were adjusted for the first time in 2016 when the new slides were added to the facility whereby admission was increased by one dollar (\$1.00). Since opening, the Water Park has continued to be a popular destination; however, ongoing operational expenses continue to rise including chemicals, equipment replacement, wages, staff training and ongoing facility maintenance to keep the water park safe and attractive. In order to keep pace with these increases, it is the recommendation of staff to make an adjustment to admission fees by increasing the cost by one dollar for the 2019 season. This would take the youth and senior admission price from \$6.00 to \$7.00 and the adult admission price from \$7.00 to \$8.00. Staff evaluated similar water park facilities within the 150 mile region and has determined that for the value, Cape Splash is still at or below the average admission schedule of similar water park facilities. For example, the Farmington facility, which is smaller and older than Cape Splash, currently has this fee schedule in place so we would just be matching their admission prices.

---

**FINANCIAL IMPACT**

Cape Splash currently operates with a positive margin in which revenues are used to offset the water park operations and help cover expenses in other areas of the department; however, that margin has been decreasing over recent years. This year's operational expenditures are anticipated to increase. Currently estimates include an additional \$35,000 for staffing/wages and staff training along with overtime. Chemical costs have been steadily increasing as well as food/beverage costs. If current attendance averages and weather cooperates this summer, it is estimated that with the admission price adjustment, an additional \$65,000 in new revenue will balance out the anticipated expenditures and still keep our pricing affordable.

---

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

The admission price to Cape Splash Family Aquatic facility continues to be one of the best values' in the region for delivering on affordable family fun during the short summer season. The facility is a regional attraction with people traveling from a five state area to our City. Admission pricing for comparable aquatic facilities is within this range. In addition, St. Genevieve will be opening a new water park this summer, which may have an impact on attendance as it is very similar to the Cape Splash design.

---

**STAFF RECOMMENDATION**

Staff recommends approval of this Ordinance adopting fee increases for Parks and Recreation Department Services at the Cape Splash Family Aquatics Center.

## PUBLIC OUTREACH

---

The Parks and Recreation Advisory Board has reviewed this request.

### ATTACHMENTS:

Name:

Description:

[Cape Splash Park Fees Ordinance 2019.doc](#)

Ordinance

**Staff:** Ryan Shrimplin, AICP - City  
**Agenda:** Planner  
4/15/2019

**AGENDA REPORT**  
Cape Girardeau City Council

**19-087**

**SUBJECT**

An Ordinance approving the Record Plat of Williamsburg Phase 4.

**EXECUTIVE SUMMARY**

The attached ordinance approves a record plat for the fourth phase of the Williamsburg subdivision.

**BACKGROUND/DISCUSSION**

A record plat has been submitted for Williamsburg Phase 4, located between Williamsburg Drive and Autumn Drive. The subdivision is zoned R-1 (Single-Family Suburban Residential). The plat establishes 39 lots and dedicates right-of-way for three public streets (Wheelwright Drive, Revolution Drive, and Silversmith Court). As shown on the approved amended preliminary plat, Revolution Drive is proposed to run through a lot containing a stormwater detention basin and a sanitary sewer lift station. Both the basin and the lift station serve the adjacent subdivision but are to be removed and replaced with facilities in the Williamsburg subdivision that will handle the stormwater runoff and sewage for the adjacent subdivision. The existing easements for the basin and lift station are to be released by the City as part of this plat. The developer has submitted a recorded copy of a deed showing he now owns the lot and has also submitted a recorded copy of an instrument removing the lot from the restriction indenture for the other subdivision (executed by the trustee of the restriction indenture).

**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 November 8, 2017 meeting, recommended approval of the record plat with a vote of 7 in favor, 0 in opposition, and 0 abstaining.

**ATTACHMENTS:**

Name:	Description:
<a href="#">Record Plat Williamsburg Phase 4.doc</a>	Ordinance
<a href="#">Staff Review-Referral-Action Form.pdf</a>	Williamsburg Phase 4 - Staff RRA Form
<a href="#">Map - Williamsburg Phase 4.pdf</a>	Williamsburg Phase 4 - Map
<a href="#">Application - Williamsburg Phase 4 Subdivision.pdf</a>	Williamsburg Phase 4 - Application
<a href="#">Williamsburg 4 - Record Plat.pdf</a>	Williamsburg Phase 4 - Record Plat

**CITY OF CAPE GIRARDEAU, MISSOURI**

City Staff Review, Referral and Action - Subdivision Application

FILE: **Williamsburg Phase 4**

LOCATION: Williamsburg Drive

**STAFF REVIEW & COMMENTS:**

A record plat has been submitted for a thirty-nine (39) lot subdivision as phase 4 of the Williamsburg Subdivision. SEE STAFF REPORT FOR MORE DETAILS.

City Planner OB SK Date 11/2/17

City Attorney W. R. RICHERT Date NOVEMBER 3, 2017

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

City Manager [Signature] Date 11-3-17

**Planning & Zoning Commission**

**RECOMMENDED ACTION:**

	Favor	Oppose	Abstain		Favor	Oppose	Abstain
Trae Bertrand	<input 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 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: 7 Favor 0 Oppose 0 Abstain

**COMMENTS:**

**CITIZENS COMMENTING AT MEETING:**

[Signature]  
Randy Kluge  
Bruce Skinner  
Planning & Zoning Commission Secretary

**City Council Action**

Ordinance 1<sup>st</sup> Reading \_\_\_\_\_ Ordinance 2<sup>nd</sup> & 3<sup>rd</sup> Reading: \_\_\_\_\_

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





**SUBDIVISION PLAT APPLICATION**  
**CITY of CAPE GIRARDEAU**

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

<b>Name of Subdivision</b> Williamsburg Phase 4		<b>Type of Plat: Preliminary, Record, or Boundary Adjustment</b> Record Plat	
<b>Applicant</b> Brandon O. Williams Development, LLC		<b>Property Owner of Record (if other than Applicant)</b> - Same as Applicant -	
Mailing Address 2985 Boutin Drive	City, State, Zip Cape Girardeau, MO 63701	Mailing Address	City, State, Zip
Telephone 573-335-3382	Email bowconstruction@aol.com	Telephone	Email
Contact Person (If Applicant is a Business or Organization) Brandon Williams		(Attach additional owners information, if necessary)	
<b>Professional Engineer/Surveyor (if other than Applicant)</b> Marc Mahnke - Brian Strickland / Strickland Engineering		<b>Developer (if other than Applicant)</b> - Same as Applicant -	
Mailing Address 113 W. Main St, Suite 1	City, State, Zip Jackson, MO 63755	Mailing Address	City, State, Zip
Telephone 573-243-4080	Email mmahnke@stricklandengineering.com	Telephone	Email

**ADDITIONAL ITEMS  
REQUIRED**

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

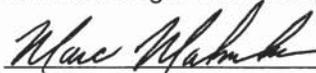
- Review Fee (payable to City of Cape Girardeau)
  - Single-Family or Two-Family Residential: \$20.00 per lot (\$100.00 minimum)
  - Multi-Family Residential: \$20.00 per dwelling unit (\$100.00 minimum)
  - Non-Residential : \$20.00 per acre (\$100.00 minimum)
- Recording Fee Deposit (payable to City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

 **MARC MAHNKE**  
 Applicant Signature and Printed Name

10-12-17  
 Date

OFFICE USE ONLY	
Date Received & By <u>10/13/17 DB</u>	MUNIS Application No. <u>7044</u>
Planning & Zoning Commission Recommendation _____	Date _____
City Council Final Action _____	Date _____

# RECORD PLAT FOR WILLIAMSBURG PHASE 4

PART OF UNITED STATES PRIVATE SURVEY NO. 2198, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY AND COUNTY OF CAPE GIRARDEAU, THE STATE OF MISSOURI

**SUBDIVISION DEDICATION**  
BRANDON O. WILLIAMS DEVELOPMENT, LLC, THE OWNER OF PART OF UNITED STATES PRIVATE SURVEY NUMBER 2198, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF CAPE GIRARDEAU, COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN AXLE AT THE NORTHWEST CORNER OF LOT 80 OF ARBOR HEIGHTS FIFTH ADDITION AS RECORDED IN PLAT BOOK 24 ON PAGE 43; THENCE NORTH 89 DEGREES 12 MINUTES 40 SECONDS WEST 211.91 FEET; THENCE NORTH 41 DEGREES 38 MINUTES 42 SECONDS WEST 442.19 FEET; THENCE NORTH 87 DEGREES 24 MINUTES 41 SECONDS EAST 122.84 FEET; THENCE NORTH 76 DEGREES 31 MINUTES 37 SECONDS EAST 186.86 FEET; THENCE NORTH 00 DEGREES 39 MINUTES 21 SECONDS WEST 90.00 FEET; THENCE NORTH 29 DEGREES 03 MINUTES 25 SECONDS WEST 169.24 FEET TO THE SOUTH LINE OF WILLIAMSBURG PHASE 2 AS RECORDED IN DOCUMENT NUMBER 2015-08049; THENCE ALONG THE SOUTH LINE OF WILLIAMSBURG PHASE 2, NORTH 57 DEGREES 35 MINUTES 30 SECONDS EAST 160.27 FEET TO THE SOUTHWEST CORNER OF LOT 30 OF WILLIAMSBURG PHASE 3 AS RECORDED IN DOCUMENT NUMBER 2016-14841; THENCE ALONG THE SOUTH LINE OF WILLIAMSBURG PHASE 3, NORTH 72 DEGREES 37 MINUTES 38 SECONDS EAST 85.03 FEET, THENCE NORTH 65 DEGREES 58 MINUTES 21 SECONDS EAST 160.62 FEET, THENCE NORTH 63 DEGREES 52 MINUTES 23 SECONDS EAST 110.86 FEET, THENCE SOUTH 25 DEGREES 47 MINUTES 09 SECONDS EAST 29.71 FEET, THENCE NORTH 66 DEGREES 55 MINUTES 19 SECONDS EAST 252.68 FEET TO THE WEST LINE OF LAKEVIEW ESTATES SUBDIVISION NUMBER 3 AS RECORDED IN PLAT BOOK 7 PAGE 3; THENCE ALONG THE WEST LINE OF LAKEVIEW ESTATES SUBDIVISION NUMBER 3, SOUTH 90 DEGREES 39 MINUTES 21 SECONDS EAST 1,050.11 FEET TO THE SOUTHWEST CORNER OF LOT 1 LAKEVIEW ESTATES SUBDIVISION NUMBER 7 AS RECORDED IN PLAT BOOK 11 PAGE 28 ON THE NORTH LINE OF ARBOR HEIGHTS FIFTH ADDITION AS RECORDED IN PLAT BOOK 24 PAGE 43; THENCE ALONG THE NORTH LINE OF ARBOR HEIGHTS FIFTH ADDITION NORTH 89 DEGREES 12 MINUTES 40 SECONDS WEST 34.78 FEET TO THE NORTHWEST CORNER OF LOT 79 OF ARBOR HEIGHTS FIFTH ADDITION; THENCE SOUTH 04 DEGREES 06 MINUTES 02 SECONDS EAST 142.27 FEET TO THE SOUTHWEST CORNER OF LOT 79; THENCE ALONG THE NORTH RIGHT-OF-WAY OF AUTUMN DRIVE SOUTH 85 DEGREES 53 MINUTES 58 SECONDS WEST 122.29 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 175.00 FEET, CHORD BEARING SOUTH 79 DEGREES 30 MINUTES 08 SECONDS WEST 39.00 FEET AND AN ARC LENGTH OF 39.08 FEET TO THE SOUTHEAST CORNER OF LOT 80; THENCE LEAVING THE NORTH RIGHT-OF-WAY LINE OF AUTUMN DRIVE NORTH 16 DEGREES 53 MINUTES 34 SECONDS WEST 167.73 FEET TO THE NORTHEAST CORNER OF LOT 80; THENCE NORTH 89 DEGREES 12 MINUTES 40 SECONDS WEST 164.52 FEET TO THE POINT OF BEGINNING.

THE HEREIN DESCRIBED TRACT CONTAINS 15.191 ACRES MORE OR LESS AND IS SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY, RESTRICTIONS AND LICENSES AFFECTING SAME, EITHER WRITTEN OR IMPLIED.

I HEREBY DECLARE THAT I HAVE CAUSED THE FOREGOING DESCRIBED TRACT OF LAND TO BE SUBDIVIDED INTO LOTS AS NUMBERED AND STREET RIGHTS OF WAY AS DESIGNATED ON THE ANNEXED PLAT AND THAT I HAVE HAD SAID SUBDIVISION "WILLIAMSBURG PHASE 4" AND I DO HEREBY ESTABLISH PERMANENT UTILITY, DRAINAGE AND ACCESS EASEMENTS ACROSS CERTAIN PORTIONS OF THE AFORESAID SUBDIVISION WHICH ARE SET FORTH ON THE ANNEXED PLAT. THE RIGHTS OF WAY SHOWN HEREON ARE HEREBY DEDICATED TO THE CITY OF CAPE GIRARDEAU, MISSOURI IN PERPETUITY FOR PUBLIC PURPOSES. THE UTILITY EASEMENTS SHOWN HEREON ARE HEREBY GRANTED TO THE CITY OF CAPE GIRARDEAU, MISSOURI IN PERPETUITY FOR PUBLIC PURPOSES, INCLUDING THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT, AND EXPANSION OF CITY WATER AND SEWER SYSTEMS, AND AS MAY BE AUTHORIZED BY THE CITY OF CAPE GIRARDEAU, MISSOURI TO BE USED BY A PUBLIC OR PRIVATE UTILITY PROVIDER FOR PURPOSES RELATED TO THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT, AND EXPANSION OF SUCH UTILITY SYSTEMS.

DETAILED RESTRICTIONS FOR ALL LOTS IN "WILLIAMSBURG PHASE 4" HAVE BEEN RECORDED IN A SEPARATE INSTRUMENT IN DOCUMENT NO. 2014-06128 IN THE LAND RECORDS OF THE COUNTY RECORDERS OFFICE.

IN WITNESS WHEREOF, I HAVE CAUSED THESE PRESENTS TO BE SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_.

BRANDON O. WILLIAMS DEVELOPMENT, LLC.  
BRANDON O. WILLIAMS, OWNER

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_, BEFORE ME APPEARED BRANDON O. WILLIAMS, TO ME PERSONALLY KNOWN, WHO BEING BY ME DULY SWORN DID SAY THAT HE IS THE OWNER OF BRANDON O. WILLIAMS DEVELOPMENT, LLC, A MISSOURI LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED THAT HE EXECUTED THE FOREGOING INSTRUMENT AS THE FREE ACT AND DEED OF SAID LIMITED LIABILITY COMPANY.

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND AFFIXED MY NOTARIAL SEAL IN THE STATE AND COUNTY AFORESAID ON THE DAY AND YEAR ABOVE WRITTEN.

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_

NOTARY PUBLIC

MY COMMISSION EXPIRES \_\_\_\_\_

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

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

STATE OF MISSOURI  
COUNTY OF CAPE GIRARDEAU

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_, BEFORE ME APPEARED SCOTT A. MEYER, WHO BEING BY ME DULY SWORN, DID SAY THAT HE IS THE CITY MANAGER OF THE CITY OF CAPE GIRARDEAU, MISSOURI, AND THAT HE IS AUTHORIZED TO EXECUTE THE FOREGOING INSTRUMENT ON BEHALF OF SAID CITY, AND THAT HE EXECUTED THE FOREGOING INSTRUMENT AS THE FREE ACT AND DEED OF SAID CITY.

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND AFFIXED MY NOTARIAL SEAL IN THE STATE AND COUNTY AFORESAID ON THE DAY AND YEAR ABOVE WRITTEN.

NOTARY PUBLIC

MY COMMISSION EXPIRES \_\_\_\_\_

I, \_\_\_\_\_, CITY CLERK OF THE CITY OF CAPE GIRARDEAU, MISSOURI, HEREBY DECLARE THAT THIS PLAT WAS PRESENTED TO AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CAPE GIRARDEAU, MISSOURI ON

THE \_\_\_\_\_

DAY OF \_\_\_\_\_ 20\_\_\_\_ BY ORDINANCE NO. \_\_\_\_\_

CITY CLERK

STATE OF MISSOURI

COUNTY OF CAPE GIRARDEAU

FILED FOR RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_ AND DULY

RECORDED IN DOCUMENT NUMBER \_\_\_\_\_

ANDREW DAVID BLATTNER  
RECORDER OF DEEDS, CAPE GIRARDEAU COUNTY, MISSOURI

**STRICKLAND ENGINEERING**  
113 WEST MAIN STREET  
P.O. Box 159  
JACKSON, MISSOURI 63755  
TEL: 573-243-4080  
FAX: 573-243-2191

CIVIL - MECHANICAL - ELECTRICAL ENGINEERING - LAND SURVEYING

**RECORD PLAT FOR  
WILLIAMSBURG  
PHASE 4  
CAPE GIRARDEAU, MISSOURI**

SCALE 1" = 60'  
DATE 11-12-17  
DRAWN BY MTM  
CHECKED BY BS  
PROJECT # 17-056

Curve #	Length	Radius	Chord Direction	Chord Length
C1	34.56'	22.00'	N74°03'25"W	31.11'
C2	34.56'	22.00'	S15°56'35"W	31.11'
C3	37.18'	75.00'	N14°51'23"W	36.80'
C4	12.42'	125.00'	N26°12'38"W	12.42'
C5	49.54'	125.00'	N12°00'36"W	49.22'
C6	21.28'	22.00'	N27°03'06"E	20.46'
C7	64.35'	52.00'	S19°18'29"W	60.32'
C8	66.31'	52.00'	S52°40'38"E	61.91'
C9	62.73'	52.00'	N56°13'43"E	59.00'
C10	61.45'	52.00'	N12°11'18"W	57.94'
C11	17.72'	22.00'	S22°58'12"E	17.25'
C12	34.56'	22.00'	N74°03'25"W	31.11'
C13	18.59'	75.00'	N21°57'24"W	18.54'
C14	18.59'	75.00'	N74°52'22"W	18.54'

Curve #	Length	Radius	Chord Direction	Chord Length
C15	7.92'	125.00'	S2°28'19"E	7.92'
C16	29.84'	22.00'	N34°33'50"E	27.60'
C17	0.93'	175.00'	S73°15'46"W	0.93'
C18	34.49'	22.00'	S49°11'39"E	31.06'
C19	4.75'	75.00'	S2°28'19"E	4.75'
C20	57.07'	125.00'	N13°44'07"W	56.58'
C21	4.89'	125.00'	N27°56'10"W	4.89'
C22	27.01'	22.00'	S6°06'30"W	25.34'
C23	50.71'	175.00'	N32°58'20"E	50.53'
C24	72.07'	175.00'	N12°52'24"E	71.56'
C25	73.77'	175.00'	N11°00'04"W	73.23'
C26	167.97'	125.00'	N15°25'02"E	155.61'
C27	15.34'	125.00'	N57°25'39"E	15.33'

Line #	Direction	Length
L1	S29°03'25"E	15.03
L2	N57°35'30"E	52.53
L3	S54°40'41"E	63.73
L4	S29°03'25"E	14.47
L5	N48°39'48"E	167.10
L6	N18°43'02"E	48.33
L7	N65°58'21"E	44.38
L8	N29°03'25"W	66.47
L9	N20°43'06"E	72.22
L10	N29°03'25"W	20.00
L11	S60°56'35"W	10.00
L12	S29°03'25"E	20.00
L13	N76°31'37"E	15.38
L14	S0°39'21"E	15.19
L15	N03°45'4"W	23.14
L16	N03°29'21"W	1.54

ACCURACY STANDARD: TYPE SUBURBAN

**SURVEYOR'S NOTE**  
1/2" IRON RODS WITH PLASTIC CAP SET AT ALL LOT CORNERS UNLESS OTHERWISE NOTED.

**FLOODPLAIN NOTE**  
NO LOTS IN THE SUBDIVISION ARE LOCATED WITHIN A FLOOD HAZARD ZONE AS SHOWN ON THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL 290458 0003 B FOR THE CITY OF CAPE GIRARDEAU, MISSOURI.

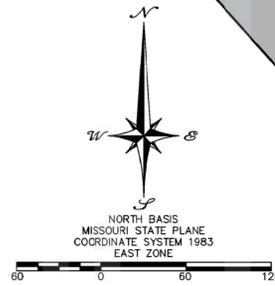
**ZONING CLASSIFICATION**  
"R-1" SINGLE-FAMILY SUBURBAN RESIDENTIAL DISTRICT  
MINIMUM LOT AREA : 10,000 SQ. FT.  
MINIMUM LOT WIDTH : 80 FT.  
MAXIMUM DENSITY : 4 UNITS / ACRE

**WILLIAMSBURG PHASE 4**  
NO. OF LOTS = 39  
LARGEST LOT SIZE : 20,695 SQ. FT. (LOT 32)  
SMALLEST LOT SIZE : 10,077 SQ. FT. (LOT 48)  
TOTAL LOT AREA : 661,712 SQ. FT. (15.191 ACRES)  
PROPOSED DENSITY : 2.57 UNITS / ACRE

**BUILDING SETBACKS (FOR R-1 ZONING)**  
30' FRONT SETBACKS  
25' REAR SETBACKS  
6' SIDE SETBACKS

SETBACKS HAVE BEEN ADJUSTED TO ALIGN WITH EASEMENTS ON LOTS 35, 39, 40, 49, 44, 45, 55, 56, 59, 60, 64, 65, 66, & 67

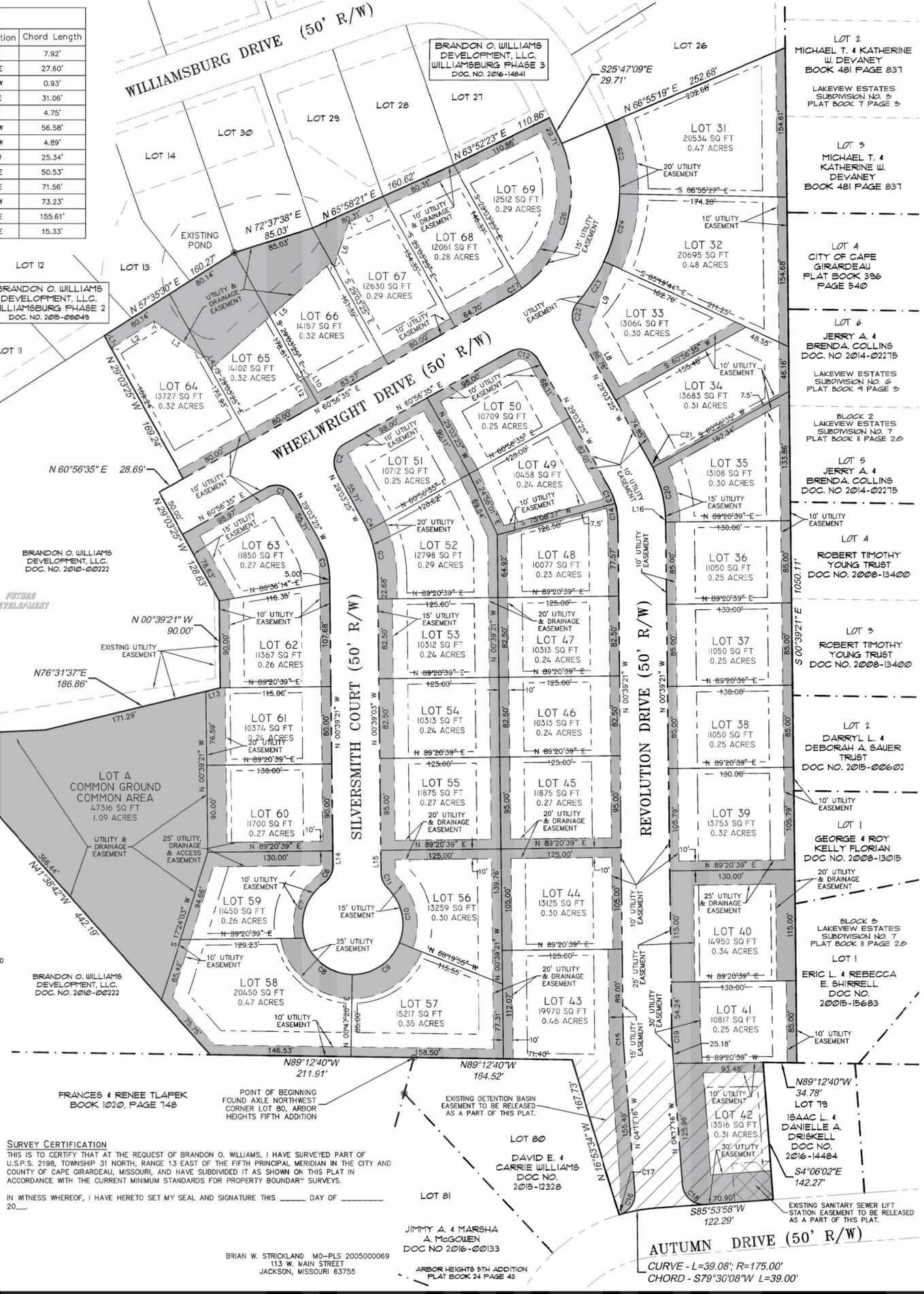
- REFERENCES**
- DOC. NO. 2010-00222 (SUBJECT)
  - WILLIAMSBURG PHASE 1 DOC. NO. 2014-06127
  - WILLIAMSBURG PHASE 2 DOC. NO. 2015-08049
  - WILLIAMSBURG PHASE 3 DOC. NO. 2016-14841
  - BOOK 910, PAGE 345 (EASEMENTS TO CITY OF CAPE GIRARDEAU)
  - BOOK 910, PAGE 342 (RIGHT-OF-WAY TO CITY OF CAPE GIRARDEAU)
  - LAKEVIEW ESTATES 1ST ADDITION PLAT BOOK 6 PAGE 46
  - LAKEVIEW ESTATES 3RD ADDITION PLAT BOOK 7 PAGE 3
  - LAKEVIEW ESTATES 5TH ADDITION PLAT BOOK 7 PAGE 30
  - LAKEVIEW ESTATES 6TH ADDITION PLAT BOOK 9 PAGE 3
  - LAKEVIEW ESTATES 7TH ADDITION PLAT BOOK 11 PAGE 28
  - ARBOR HEIGHTS 1ST ADDITION PLAT BOOK 21 PAGE 67
  - ARBOR HEIGHTS 2ND ADDITION PLAT BOOK 21 PAGE 90
  - ARBOR HEIGHTS 5TH ADDITION PLAT BOOK 24 PAGE 43
  - SAN DANGARO 5TH PLAT BOOK 16 PAGE 61
  - BOOK 199, PAGE 332
  - BOOK 5, PAGE 773
  - DOCUMENT NO. 2017-08315



**LEGEND**

- 1/2" IRON ROD (SET)
- 5/8" IRON ROD W/ALUM CAP (SET)
- IRON ROD W/CAP (FOUND)
- IRON ROD (FOUND)
- IRON PIPE (FOUND)
- STONE
- COTTON PICKER SPINDLE
- CHISELED CROSS
- AXLE
- ALUMINUM MONUMENT
- RIGHT-OF-WAY MARKER
- (M) MEASURED
- (R) RECORDED

--- PROPERTY BOUNDARY LINE  
- - - RIGHT-OF-WAY LINE  
- - - EASEMENT LINE  
- - - BUILDING SETBACK LINE  
[Hatched] EASEMENT AREA  
[Circle with cross] SANITARY LIFT STATION EASEMENT TO BE RELEASED  
[Circle with cross] DETENTION EASEMENT TO BE RELEASED



**SURVEY CERTIFICATION**  
THIS IS TO CERTIFY THAT AT THE REQUEST OF BRANDON O. WILLIAMS, I HAVE SURVEYED PART OF U.S.P.S. 2198, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY AND COUNTY OF CAPE GIRARDEAU, MISSOURI, AND HAVE SUBDIVIDED IT AS SHOWN ON THIS PLAT IN ACCORDANCE WITH THE CURRENT MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS.  
IN WITNESS WHEREOF, I HAVE HERETO SET MY SEAL AND SIGNATURE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_.

BRIAN W. STRICKLAND MO-PLS 200500069  
113 W. MAIN STREET  
JACKSON, MISSOURI 63755

JIMMY A. & MARSHA A. MCGOWEN  
DOC NO. 2016-00133  
ARBOR HEIGHTS 5TH ADDITION PLAT BOOK 24 PAGE 43

AUTUMN DRIVE (50' R/W)  
CURVE - L=39.08'; R=175.00'  
CHORD - S79°30'08"W L=39.00'

**Staff:** W. Victor Brownlees, Deputy  
**Agenda:** Finance Director  
4/15/2019

**AGENDA REPORT**  
Cape Girardeau City Council

**19-088**

---

**SUBJECT**

An Ordinance appropriating funds for expenditures to carry out necessary painting works at Cape Splash, for the fiscal year ending June 30, 2019.

---

**EXECUTIVE SUMMARY**

This Ordinance appropriates expenditures totaling up to \$80,000 from the reserve set aside in the Parks & Recreation Fund for repairs and maintenance to carry out necessary painting works at Cape Splash in readiness for the 2019 summer season.

---

**BACKGROUND/DISCUSSION**

In preparing for the re-opening of Cape Splash for the 2019 summer season it was identified that some repainting is necessary to make good wear and tear and return the facility to optimal working use. This expenditure, estimated at \$80,000, is not currently provided for in the base operating budget for Cape Splash.

---

**FINANCIAL IMPACT**

This expenditure will be met from the reserve set aside in the Parks & Recreation Fund for repairs and maintenance.

---

**STAFF RECOMMENDATION**

Staff recommends Council approval of this ordinance.

---

**ATTACHMENTS:**

Name:

[Appropriation parks and rec Cape Splash.doc](#)

Description:

Ordinance

**Staff:** Scott Meyer, City Manager  
**Agenda:** 4/15/2019

**AGENDA REPORT**  
Cape Girardeau City Council

**19-089**

---

**SUBJECT**

An Ordinance calling an election in the City of Cape Girardeau, Missouri, on the question whether the City shall extend the existing sales tax of one-fourth of one percent for the purpose of funding capital improvements; designating the time of holding the election; authorizing and directing the City Clerk to give notice of the election.

---

**EXECUTIVE SUMMARY**

The City of Cape Girardeau currently imposes a one-fourth of one percent (1/4 of 1%) sales tax for the purpose of providing revenues for capital improvements for the City of Cape Girardeau. It is set to expire December 31, 2019. This proposed Ordinance calls an election on August 6, 2019, for the purpose of approving that extension through December 2034.

---

**BACKGROUND/DISCUSSION**

April 5, 1994, the citizens of Cape Girardeau approved the extension of a one-fourth of one percent (1/4 of 1%) sales tax for the purpose of funding capital improvements for flood control, drainage improvement and storm water control projects and for other sanitary sewer projects designated by the the City Council. It is set to expire December 31, 2019. This sales tax has provided funding for many viable, successful community projects.

---

**FINANCIAL IMPACT**

The approval of the proposition will authorize the extension of this existing sales tax beyond its December 31, 2019 expiration date, but will not result in any increase in the amount of the tax. This tax will be set to expire on December 31, 2034. The tax will be used to fund capital projects. Prioritized projects identified by staff include improvements to the water system infrastructure, renovation of airport facilities, to address City Hall facility needs, and to increase funding for street repair. The estimated cash flow has been conservatively identified through a fifteen year time frame. Contracts for capital projects, and annual operating budget containing ongoing projects will be approved by the City Council prior to expending funds.

---

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

The City Charter requires an annual review of the capital needs of the community. The City prepares a five-year Capital Improvement Program which focuses attention on improving and constructing capital assets necessary for providing the services, facilities and infrastructure expected by the residents and businesses. It allows our community to offer a sustainable, enhanced quality of life with the financial resources available and those approved by the voters.

---

**STAFF RECOMMENDATION**

City Staff recommends that the City Council approve this Ordinance providing for the extension of the one-fourth of one percent (1/4 of 1%) sales tax which is currently set to expire on December 31, 2019, and calling an election in the City on that question on August 6, 2019.

---

**PUBLIC OUTREACH**

Each year a public hearing is held prior to the approval of the Capital Improvements Program adoption. Additional public input is solicited through the City's website and social media platforms. Advisory Boards, Council appointed committees, and stake holder groups submit recommendations for capital improvements. Additional informational materials and meetings will planned.

**ATTACHMENTS:**

Name:	Description:
<a href="#">15_yr_Election_Capital_Improvements_Sales_Tax_(3).doc</a>	Ordinance

**Staff:** Alexander S. McElroy,  
**Agenda:** Development Services Director  
4/15/2019

**AGENDA REPORT**  
Cape Girardeau City Council

**19-090**

**SUBJECT**

An Ordinance accepting Permanent Sanitary Sewer and Utility Easements for Deerfield Off Site, located in the City of Cape Girardeau, MO from Drury Southwest, Inc., a Missouri Corporation, of the County of Cape Girardeau, State of Missouri.

**EXECUTIVE SUMMARY**

Drury Southwest, Inc., a Missouri Corporation, of the County of Cape Girardeau, State of Missouri, and owners of Deerfield Off Site have donated the permanent sanitary sewer and utility easements to the City of Cape Girardeau.

**BACKGROUND/DISCUSSION**

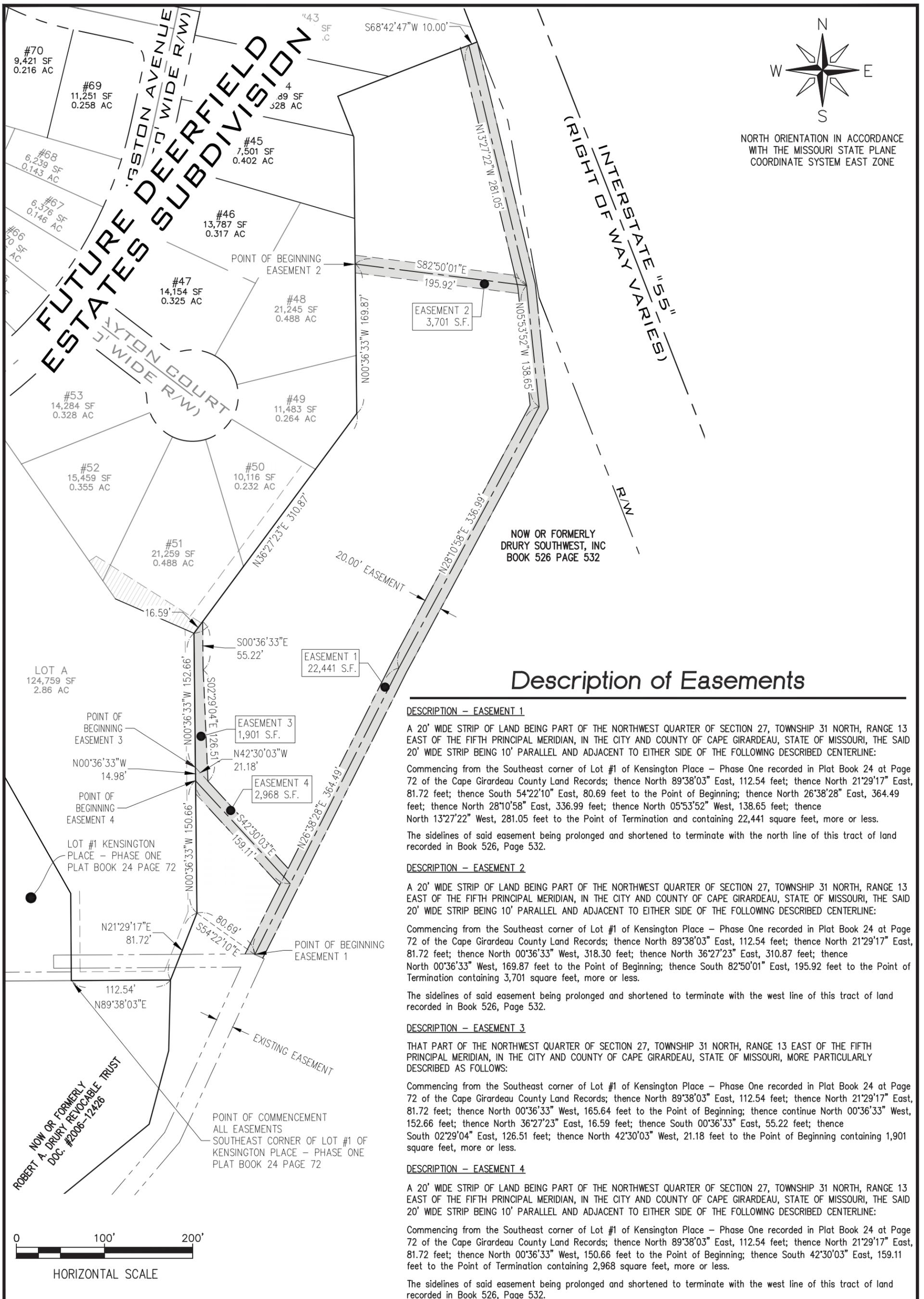
The easements are necessary to grant the City the right to excavate, build, construct, operate, maintain, and repair the sanitary sewers and utilities and their related components in the easement areas.

**STAFF RECOMMENDATION**

Staff recommends Council approve the attached Ordinance accepting Permanent Sanitary Sewer and Utility Easements for Deerfield Off Site, located in the city of Cape Girardeau, MO from Drury Southwest, Inc., a Missouri Corporation, of the County of Cape Girardeau, State of Missouri.

**ATTACHMENTS:**

Name:	Description:
<input type="checkbox"/> <a href="#">Perm Sewer Utility Easements 4 Drury Deerfield Off Site.doc</a>	Ordinance
<input type="checkbox"/> <a href="#">36853-Drury Southwest Tract-Easement Exhibit revised03-20-2019 (2).pdf</a>	Exhibit
<input type="checkbox"/> <a href="#">PSSU Easement #1.doc</a>	Easement 1
<input type="checkbox"/> <a href="#">PSSU Easement #2.doc</a>	Easement 2
<input type="checkbox"/> <a href="#">PSSU Easement #3.doc</a>	Easement 3
<input type="checkbox"/> <a href="#">PSSU Easement #4.doc</a>	Easement 4



## Description of Easements

### DESCRIPTION - EASEMENT 1

A 20' WIDE STRIP OF LAND BEING PART OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, THE SAID 20' WIDE STRIP BEING 10' PARALLEL AND ADJACENT TO EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

Commencing from the Southeast corner of Lot #1 of Kensington Place - Phase One recorded in Plat Book 24 at Page 72 of the Cape Girardeau County Land Records; thence North 89°38'03" East, 112.54 feet; thence North 21°29'17" East, 81.72 feet; thence South 54°22'10" East, 80.69 feet to the Point of Beginning; thence North 26°38'28" East, 364.49 feet; thence North 28°10'58" East, 336.99 feet; thence North 05°53'52" West, 138.65 feet; thence North 13°27'22" West, 281.05 feet to the Point of Termination and containing 22,441 square feet, more or less.

The sidelines of said easement being prolonged and shortened to terminate with the north line of this tract of land recorded in Book 526, Page 532.

### DESCRIPTION - EASEMENT 2

A 20' WIDE STRIP OF LAND BEING PART OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, THE SAID 20' WIDE STRIP BEING 10' PARALLEL AND ADJACENT TO EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

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The sidelines of said easement being prolonged and shortened to terminate with the west line of this tract of land recorded in Book 526, Page 532.

### DESCRIPTION - EASEMENT 3

THAT PART OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing from the Southeast corner of Lot #1 of Kensington Place - Phase One recorded in Plat Book 24 at Page 72 of the Cape Girardeau County Land Records; thence North 89°38'03" East, 112.54 feet; thence North 21°29'17" East, 81.72 feet; thence North 00°36'33" West, 165.64 feet to the Point of Beginning; thence continue North 00°36'33" West, 152.66 feet; thence North 36°27'23" East, 16.59 feet; thence South 00°36'33" East, 55.22 feet; thence South 02°29'04" East, 126.51 feet; thence North 42°30'03" West, 21.18 feet to the Point of Beginning containing 1,901 square feet, more or less.

### DESCRIPTION - EASEMENT 4

A 20' WIDE STRIP OF LAND BEING PART OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, THE SAID 20' WIDE STRIP BEING 10' PARALLEL AND ADJACENT TO EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

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The sidelines of said easement being prolonged and shortened to terminate with the west line of this tract of land recorded in Book 526, Page 532.

DATE: 05-21-2018  
REVISED: 04-10-2019

DRAWING  
**1 OF 1**  
EASEMENT  
EXHIBIT

**Easements Exhibit**  
for  
**Drury Southwest, Inc.**  
101 Farrar Drive, Cape Girardeau, Mo., 63701

**KE KOEHLER**  
ENGINEERING AND LAND SURVEYING, INC.  
Civil Engineering and Surveying Services  
194 Coker Lane - Cape Girardeau, MO 63701  
Phone: 573.335.3026 - Fax: 573.335.3049  
www.koehlerengineering.com

**PERMANENT SEWER AND UTILITY EASEMENT**  
**Easement 3 – Deerfield Off Site**

KNOW ALL MEN BY THESE PRESENTS: **DRURY SOUTHWEST, Inc. A Missouri Corporation**, of the County of Cape Girardeau, State of Missouri, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the **CITY OF CAPE GIRARDEAU, MISSOURI**, a Municipal Corporation, hereinafter called the City, the right, privilege, permission and authority to enter on and upon the following described property, which is solely owned by the undersigned located in the City and County of Cape Girardeau, Missouri, to-wit:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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Said right, privilege, permission and authority to enter in and upon said property above described is granted for the purpose of enabling the City, its agents, servants, and assigns to use said property to excavate, build, maintain, construct, operate, and repair utilities and sewer lines and the related components from time to time, in, on, upon, or across said described property, and maintain with all the useful, necessary and proper adjuncts, appurtenances, and appliances in connection therewith. This easement and the right, privilege, permission and authority herein granted are perpetual and shall run with the land.

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

*[Remainder of page intentionally left blank. Signature page to follow]*



**PERMANENT SEWER AND UTILITY EASEMENT**  
**Easement 1 – Deerfield Off Site**

KNOW ALL MEN BY THESE PRESENTS: **DRURY SOUTHWEST, Inc. A Missouri Corporation**, of the County of Cape Girardeau, State of Missouri, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the **CITY OF CAPE GIRARDEAU, MISSOURI**, a Municipal Corporation, hereinafter called the City, the right, privilege, permission and authority to enter on and upon the following described property, which is solely owned by the undersigned located in the City and County of Cape Girardeau, Missouri, to-wit:

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The sidelines of said easement being prolonged and shortened to terminate with the North line of this tract of land recorded in Book 526, Page 532.

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

*[Remainder of page intentionally left blank. Signature page to follow]*



**PERMANENT SEWER AND UTILITY EASEMENT**  
**Easement 2 Deerfield Off Site**

KNOW ALL MEN BY THESE PRESENTS: **DRURY SOUTHWEST, Inc. A Missouri Corporation**, of the County of Cape Girardeau, State of Missouri, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the **CITY OF CAPE GIRARDEAU, MISSOURI**, a Municipal Corporation, hereinafter called the City, the right, privilege, permission and authority to enter on and upon the following described property, which is solely owned by the undersigned located in the City and County of Cape Girardeau, Missouri, to-wit:

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

*[Remainder of page intentionally left blank. Signature page to follow]*



**PERMANENT SEWER AND UTILITY EASEMENT**  
**Easement 4 – Deerfield Off Site**

KNOW ALL MEN BY THESE PRESENTS: **DRURY SOUTHWEST, Inc. A Missouri Corporation**, of the County of Cape Girardeau, State of Missouri, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the **CITY OF CAPE GIRARDEAU, MISSOURI**, a Municipal Corporation, hereinafter called the City, the right, privilege, permission and authority to enter on and upon the following described property, which is solely owned by the undersigned located in the City and County of Cape Girardeau, Missouri, to-wit:

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

*[Remainder of page intentionally left blank. Signature page to follow]*

IN WITNESS WHEREOF, the undersigned has executed this easement this \_\_\_\_\_ day of \_\_\_\_\_, 2019

**DRURY SOUTHWEST, Inc. A Missouri Corporation,**  
of the County of Cape Girardeau, State of Missouri

\_\_\_\_\_

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

BE IT REMEMBERED, that on this \_\_\_\_ day of \_\_\_\_\_, 2019 before me, the undersigned notary public, personally appeared, \_\_\_\_\_, who being by me duly sworn, did state that he is authorized to sign for **DRURY SOUTHWEST, Inc. A Missouri Corporation**, of the County of Cape Girardeau, State of Missouri, and that the within instrument was executed on behalf of \_\_\_\_\_, and acknowledged that he has executed the same for the purposes therein contained.

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

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

My Commission Expires:

\_\_\_\_\_

**Staff:** Bruce Taylor, Deputy City Clerk  
**Agenda:** 4/15/2019

**AGENDA REPORT**  
Cape Girardeau City Council

**19-091**

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**SUBJECT**

Appointment of one member to the Historic Preservation Commission for a term expiring April 16, 2021 and appointment of three members for terms expiring April 16, 2022.

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**EXECUTIVE SUMMARY**

The terms of Charlotte Young Slinkard, Robert Komorech and Parker Butler are set to expire April 16, 2019. Due to term limits, Charlotte Young Slinkard and Robert Komorech are ineligible to serve another term. Parker Butler does not wish to seek reappointment.

A vacant term on the Historic Preservation Commission is set to expire April 16, 2021. This position was held by Mary Darby, who was terminated January 22, 2019, due to attendance requirements.

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**BACKGROUND/DISCUSSION**

Regarding membership on the Commission, Section 30-117 of the City Code states, “...*the members to be residents of the city, all of whom shall be appointed by and approved by the city council. The council shall make every effort to appoint persons with a demonstrated interest in the historical preservation of the city. To the extent available, the preservation commission shall include professional members representing such disciplines as architecture, law, real estate, history and or any other field related to historic preservation.*” Members on the commission serve three-year terms.

A copy of the roster is attached for your information. The following individuals have expressed interest in on the Historic Preservation Commission, and their board applications are attached for your review.

Applicant	Ward	Citizen Academy Graduate
Lauren Clark	5	No
Cindy Gannon	4	No
Anne Hendrix	5	No
Ken Markin	3	Yes
Michael McKeever	6	No

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**FINANCIAL IMPACT**

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**BOARD OR COMMISSION RECOMMENDATION**

The Historic Preservation Commission recommends appointing Ken Markin for a term expiring April 16, 2021.

The Historic Preservation Commission would like to postpone appointments for the three terms expiring April 16, 2019, and discuss recommendations at its next meeting.

**ATTACHMENTS:**

Name:	Description:
<a href="#">CITY OF CAPE GIRARDEAU.docx</a>	Historic Preservation Commission Roster

**Staff:** Bruce Taylor, Deputy City Clerk  
**Agenda:** 4/15/2019

**AGENDA REPORT**  
Cape Girardeau City Council

**19-092**

**SUBJECT**

Appointment of one member to the Parks and Recreation Advisory Board for a term expiring October 29, 2021.

**EXECUTIVE SUMMARY**

Anne Dohogne served a term on the Parks and Recreation Advisory Board expiring October 29, 2018. Due to attendance, Ms. Dohogne's position on the board was vacated February 12, 2019. She has expressed interest in being reappointed to the Parks and Recreation Advisory Board. A copy of the roster is attached for your review.

**BACKGROUND/DISCUSSION**

Section 18-27 of the City Code states that a person appointed to the board shall be a taxpayer, qualified voter and resident of the city. The following individuals have expressed an interest in serving on the board, and their board applications are attached.

Applicant	Ward	Citizens Academy
Philip Cantoni	6	No
Mark Buerck	3	No
Anne Dohogne	4	No
Lasheria Dozier	3	No
Cindy Gannon	4	No
George Gasser	4	Yes
Anne Hendrix	5	No
Ken Markin	3	Yes
James Newman	5	Yes
Whitney Quick	4	No
Will Rhymer	1	Yes
Ashley Roney	3	Yes
Nicholas Snyder	1	No

**BOARD OR COMMISSION RECOMMENDATION**

The Parks and Recreation Board recommends reappointing Anne Dohogne for a term expiring October 29, 2021.

**ATTACHMENTS:**

Name:	Description:
<input type="checkbox"/> <a href="#">roster_attendance.park.pdf</a>	Parks and Recreation Board Attendance Roster
<input type="checkbox"/> <a href="#">parks_and_rec_roster.docx</a>	Parks and Recreation Board Roster

**Staff:** Bruce Taylor, Deputy City Clerk  
**Agenda:** 4/15/2019

**AGENDA REPORT**  
Cape Girardeau City Council

**19-093**

**SUBJECT**

Three Appointments to the Airport Advisory Board for terms expiring April 30, 2019.

**EXECUTIVE SUMMARY**

Three terms on the Airport Advisory Board are set to expire April 30, 2019. These positions are presently held by Richard Knote, Justin Davidson and Ryan Dewrock. Each have expressed interest in reappointment. A copy the board roster is attached for your review.

**BACKGROUND/DISCUSSION**

According to Section 4-2 of the City Code, “two members of the airport board may be residents of Cape Girardeau, Scott, Bollinger or Perry County. The remaining member must be residents of the City of Cape Girardeau.” Board members serve a three-year term. The following individuals have expressed interest in being appointed to the board and their board applications are attached.

Applicant	Ward	Citizen Academy Graduate
Eli Bohnert	1	No
Justin Davidson	4	No
Ryan Dewrock	5	No
Fred Eggley	3	No
Richard Knote	4	No
Nicholas Snyder	1	No
Kevin Williams	6	No

**BOARD OR COMMISSION RECOMMENDATION**

The Airport Board recommends reappointing Richard Knote, Justin Davidson and Ryan Dewrock for terms expiring April 30, 2022.

**ATTACHMENTS:**

Name:	Description:
<a href="#">roster_attendance.airport.pdf</a>	Airport Board Attendance Roster
<a href="#">Airport_Roster.docx</a>	Airport Board Roster

**Staff:** W. Victor Brownlees, Deputy  
**Agenda:** Finance Director  
4/15/2019

**AGENDA REPORT**  
Cape Girardeau City Council

**19-010**

**SUBJECT**

Analysis of Sales Tax Revenue for Year Ending December 31, 2018.

**EXECUTIVE SUMMARY**

The total Sales Tax generated during the year ended December 31, 2018 was 0.79% more than in the previous year. Average inflation for the period was 2.44%, giving a negative spread of 1.65%, compared with a negative spread last year of 0.60%.

The growth trend was only positive in 6 of the last 12 months, similar to the previous year, and actual growth in Sales Tax revenue lagged significantly behind inflation. If that trend continues there will be increasing pressure on the City's budget in 2018-19 and later years.

**BACKGROUND/DISCUSSION**

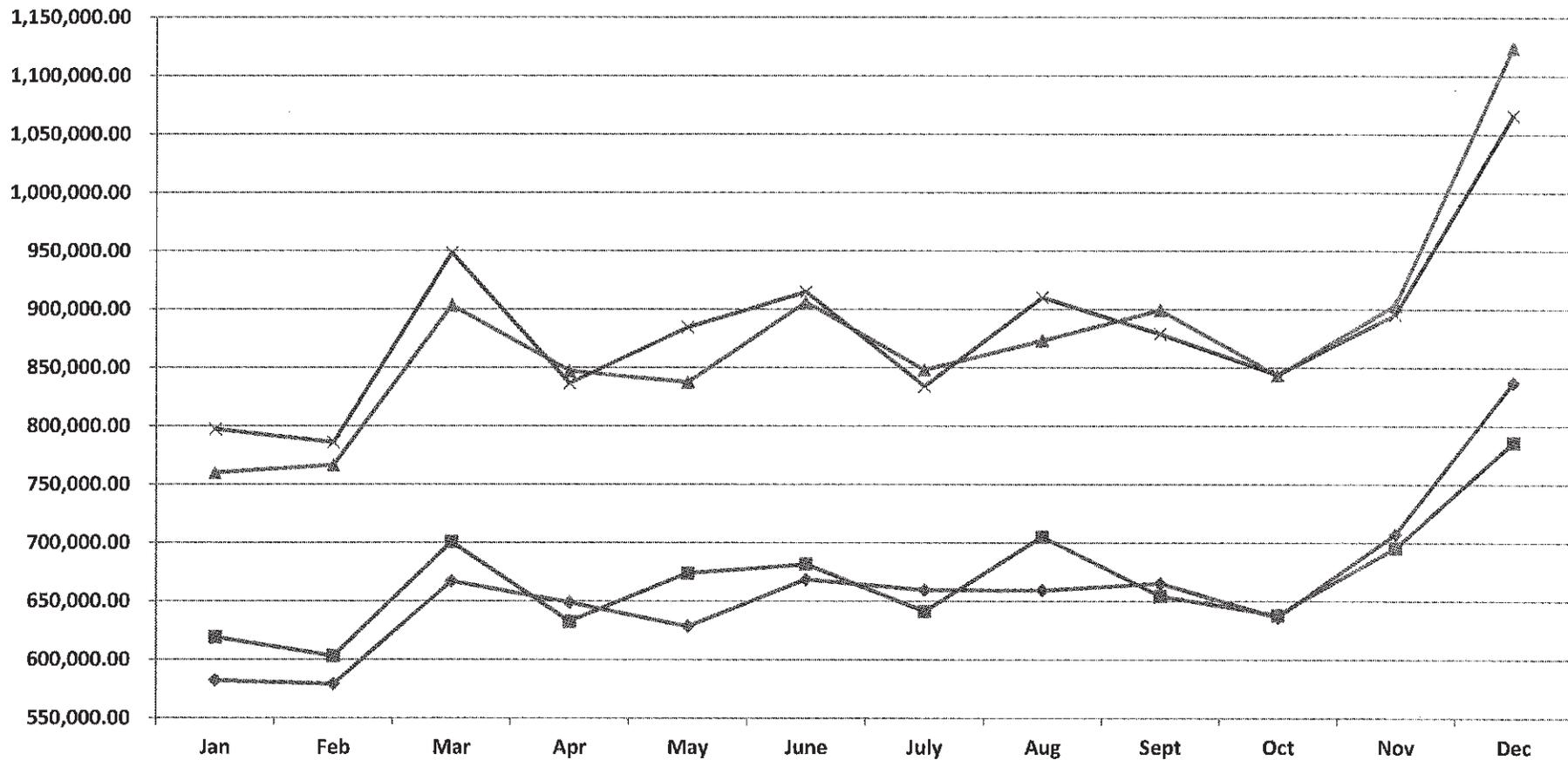
Exhibit A summarizes Sales Tax revenue by month for sales ending December 31, 2017 and 2018. This differs from the monthly revenue information you receive since it accounts for actual sales tax due in a month rather than the payments received from the State (the latter being subject to timing fluctuations). Therefore, this analysis provides a more accurate representation of real sales tax activity.

The report shows that Sales Tax receipts are 0.79% more compared with the previous year. The following table shows Sales Tax growth compared with the rate of inflation for the last 4 years. Revenue Inflation Spread Dec 31, 2018 0.79% 2.44% -1.65% Dec 31, 2017 1.53% 2.13% 0.60% Dec 31, 2016 0.58% 1.27% -0.69% Dec 31, 2015 3.14% 0.11% 3.03% The top companies (those in the top 100 in either year) generated 75.79% of total Sales Tax revenue for the City. Revenues from these companies increased by 1.16% during the year. Revenues from the top 100 companies, excluding revenues from vehicle sales and Ameren UE increased by 0.66% during the year. Revenues received from vehicle sales decreased by 1.26%, while revenues from Ameren UE increased by 9.77%. During the previous year vehicle sales decreased by 0.70%, while revenues from Ameren UE decreased by 1.28%. Also attached is Exhibit B which summarizes Sales Tax revenue for annual periods ending in each of the last 12 months. This is used to show revenue growth trends by using annual figures for periods ending in each month, which eliminates the monthly fluctuations shown in Exhibit A. The percentage shown for each month reflects the annual growth that would occur if the month on month growth continued for another 11 months. This shows a positive trend in 7 of the last 12 months.

**ATTACHMENTS:**

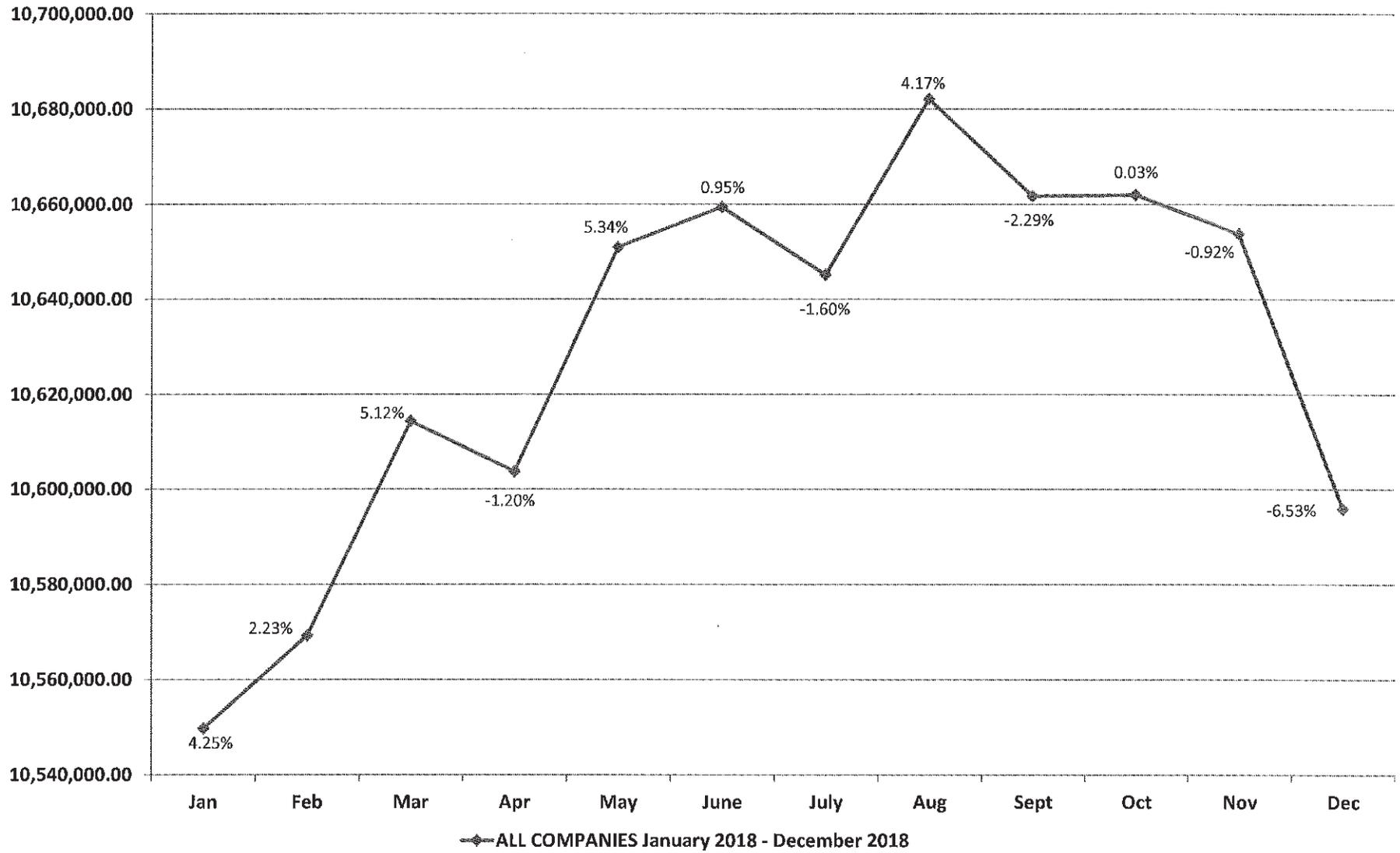
Name:	Description:
<a href="#">Exhibit A and B - Sales Tax December 2018.pdf</a>	Exhibits A & B

## EXHIBIT A SALES TAX RECEIPTS



- ◆ January 2017 - December 2017 Top Companies Total Receipts \$7,938,232.01
- January 2018 - December 2018 Top Companies Total Receipts \$8,030,625.26
- ▲ January 2017 - December 2017 All Companies Total Receipts \$10,512,496.36
- ✕ January 2018 - December 2018 All Companies Total Receipts \$10,595,861.96

**EXHIBIT B**  
**SALES TAX RECEIPTS (MOVING AVERAGE)**



**Staff:**  
**Agenda:** 4/15/2019

**AGENDA REPORT**  
Cape Girardeau City Council

**SUBJECT**

Advisory Board Minutes

- SEMPO, Board of Directors Minutes, March 20, 2019
- SEMPO, Technical Planning Committee Minutes, March 6, 2019

**ATTACHMENTS:**

Name:	Description:
<a href="#">SEMPO Minutes TPC 2019 03 06 DRAFT.pdf</a>	SEMPO Technical Planning Committee Minutes
<a href="#">SEMPO Minutes Board 2019 03 20 DRAFT (2).pdf</a>	SEMPO Board of Directors Minutes



## TECHNICAL PLANNING COMMITTEE MEETING MINUTES

March 6, 2019

Osage Centre – Cape Girardeau, MO

### Technical Planning Committee (TPC) Voting Members Present:

Mr. Rodney Bollinger, City of Jackson  
Ms. Mandi Brink, Southeast Missouri Regional Port Authority (SEMO Port)  
Mr. Drew Christian, Southeast Missouri Regional Planning & Economic Development Commission (SEMO RPC)  
Mr. Alex McElroy, City of Cape Girardeau  
Mr. John Mehner, Cape Girardeau Area MAGNET (MAGNET)  
Mr. Scott Perry, Bootheel Regional Planning & Economic Development Commission (Bootheel RPC)  
Mr. Mark Phillips, Cape Special Road District  
Ms. Kelley Watson, Cape Girardeau County Transit Authority (CTA)

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

Mr. Tom Caldwell, Illinois Department of Transportation (IDOT)  
Mr. Chris Crocker, Missouri Department of Transportation (MoDOT)  
Mr. Joe Killian, Missouri Department of Transportation (MoDOT)  
Mr. Andy Meyer, 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.

### Adoption of Agenda

The agenda of the March 6, 2019 Technical Planning Committee Meeting was unanimously approved upon motion made by Mr. Mehner and seconded by Ms. Brink.

### Approval of Minutes

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

### Communications from the Chairman

There were no communications from the Chairman.

### Public Comments

There were no public comments.

### New/Unfinished Business

- **FY 2020 Unified Planning Work Program – Discussion**

Mr. Shrimplin presented a draft of the FY 2020 Unified Planning Work Program (UPWP). He explained that the draft has already been reviewed by MoDOT, IDOT, FHWA, and FTA. The FHWA Missouri Division issued several pages of comments, most of which pertain to the financial tables. He stated that one item of concern is the comment that fringe benefits are an indirect cost and therefore require an indirect cost allocation plan approved by FHWA. He explained that benefits have always been included in SEMPO's budget as shown in the UPWP and invoices to MoDOT and IDOT. Ms. Voss stated that she consulted with MoDOT's auditors on this issue, and they indicated that fringe benefits are not an indirect cost. Mr. Shrimplin stated that another item of concern is the comment that the proposed ADA Self-Evaluation and Transition Plan is ineligible for Consolidated Planning Grant (CPG) funds. The comment noted that the activity must be limited to the development or update of the transportation element of an ADA Transition Plan. Mr. Brad McMahon, who issued the comments, suggested changing the scope of work to an ADA assessment of sidewalks and trails as well as related ramps and crossings, with copies of the assessment report given to the City of Cape Girardeau, the City of Jackson, and Cape Girardeau County for their use in preparing their own ADA Transition Plans in the future. The report would also be used to prepare an update to SEMPO's Regional Bicycle and Pedestrian Plan in the future. Mr. Shrimplin stated that staff will schedule a teleconference with MoDOT, IDOT, FHWA, and FTA to review the comments and discuss how they should be properly addressed.

### Member Reports

City of Cape Girardeau – Mr. McElroy reported that Casey Brunke recently left her position as City Engineer to become the new Assistant Public Works Director. After attempts to hire a

replacement were unsuccessful, the City issued an RFQ for a consultant to serve as the City Engineer for a 6-month period. The contract was awarded to KLG Engineering.

City of Jackson – Mr. Bollinger reported that crews are continuing relocation of the electric and water lines at the site of the Center Junction Diverging Diamond Interchange (DDI) project. Construction of the East Main Street/Oak Hill Road traffic signal is underway. Cochran Engineering is in the process of designing the East Main Street/Shawnee Boulevard roundabout. The City is holding a groundbreaking ceremony for the new police station tomorrow at 10:00 a.m. at 202 West Jackson Boulevard.

Cape Special Road District – Mr. Phillips stated that there is nothing new to report.

CTA – Ms. Watson stated that there is nothing new to report.

SEMO Port – Ms. Brink reported that the Port received official notice of the Better Utilizing Investments to Leverage Development (BUILD) grant award in the amount of \$19.8 million. The Port is now working to secure a federal loan to pay half of the 40% match. The other half will be paid by the Port. Federal officials will be coming to the Port soon for a kickoff meeting. She thanked the Port's partners for help with obtaining the grant. The Delta Regional Authority (DRA) grant project, which involves earth work for the new Harbor Lead Track #2, is on hold due to inclement weather. The Port had to return about \$2 million to MoDOT because of the delay with the DRA project, but will receive it again next year.

SEMO RPC – Mr. Christian reported that he will receive administrator training on the new Transportation Improvement Program (TIP) website later this week. DTS is still in the process of entering project information. In the meantime, Mr. Christian will complete the narrative portion of the FY 2020-2023 TIP and submit it to MoDOT, IDOT, FHWA, and FTA for review.

MAGNET – Mr. Mehner reported that the balance of the \$5 million that was allocated for the 66 Corridor Study has been reallocated to other studies in Illinois. The study concluded that there is a need for the highway, so the loss of funding is troubling. Local leaders will be reaching out to their Congressional members for help.

MoDOT – Mr. Okenfuss reported that the Southeast District will be hosting a meeting with its planning partners on March 11<sup>th</sup> to discuss three scenarios. The first scenario involves the expiration of the FAST Act next year and a subsequent reduction in federal funding for state DOTs. Southeast District staff will explain how MoDOT will account for this in the STIP. The second scenario involves Missouri Governor Mike Parson's proposed Focus on Bridges funding package which, if approved, will free up \$345 million to be distributed among the MoDOT districts. The third scenario involves an additional \$1.65 billion in statewide transportation funding using Amendment 3 bonding capacity. For the second and third scenarios, the planning partners will be asked how the Southeast District's share of each amount should be used to meet unfunded needs. Mr. Okenfuss also reported that he will be scheduling a meeting with local businesses to discuss the I-55 Exit 93 interchange. He also reported that the plans for the Center Junction DDI are now being reviewed by the Central District Office. 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 next spring. In response to a question, Mr. Okenfuss reported that the contractor will resume work on the US61 overlay as soon as the weather breaks. The work will include smoothing the edges of pavement and adding fresh paint to the new striping. Once the contractor is finished with US61, work will begin on Route K.

MoDOT – Mr. Crocker reported that he will be taking over the Local Public Agency (LPA) program as Ms. Elquin Auala has been named the new Area Engineer for the Southeast District's west counties.

MoDOT – Mr. Killian reported that the low bidder on the US61 resurfacing project from 0.3 miles south of I-55 to MO34/25 was Apex Paving Company. The project will be let later this month. Emergency repair work on the Missouri side of the Bill Emerson Memorial Bridge will begin later this spring after the Notice to Proceed is issued. There was significant lead time on fabrication of some of the materials. He gave a reminder that the next application deadline for the Cost Share Program is April 26, 2019.

MoDOT – Mr. Meyer reported that the box culvert extension on Route W is now finished.

IDOT – Mr. Caldwell reported that IDOT has a new Secretary of Transportation.

FHWA, IL – Ms. Tracy reported that Ms. Arlene Kocher has been named the new Administrator for the FHWA Illinois Division.

#### Staff Report

Mr. Shrimplin reported that the FY 2020-2023 TIP is behind schedule due to slow progress in development of the TIP website. He noted that the time frame for review of the TIP and addressing comments is tight. Ms. Voss emphasized the need to submit the financial portion of the TIP to MoDOT, IDOT, FHWA, and FTA very soon to avoid missing the deadline for adoption.

#### Other Business and Communications

There was no other business or communications.

#### Adjournment

There being no further business, the meeting was unanimously adjourned at 11:43 a.m. upon motion made by Mr. Mehner and seconded by Mr. McElroy.

Respectfully submitted,

Kelly Green, PE



## **BOARD OF DIRECTORS MEETING MINUTES**

March 20, 2019

Osage Centre – Cape Girardeau, MO

### Board Voting Members Present:

Mr. Dwain Hahs, City of Jackson  
Mr. Barry Horst, Southeast Missouri Regional Planning & Economic  
Development Commission (SEMO RPC)  
Mr. Scott Meyer, City of Cape Girardeau  
Mr. Tom Mogelnicki, Cape Girardeau County Transit Authority (CTA)  
Mr. Larry Payne, Cape Girardeau County (alternate for Mr. Charlie Herbst)  
Mr. Jim Roach, City of Jackson

### Board Non-Voting Members Present:

Mr. Mark Shelton, Missouri Department of Transportation (MoDOT)

### Technical Planning Committee (TPC) Members Present:

Mr. Rodney Bollinger, City of Jackson  
Mr. Tom Caldwell, Illinois Department of Transportation (IDOT)  
Mr. Drew Christian, Southeast Missouri Regional Planning & Economic  
Development Commission (SEMO RPC)  
Mr. Joe Killian, Missouri Department of Transportation (MoDOT)  
Mr. Brian Okenfuss, Missouri Department of Transportation (MoDOT)  
Mr. Kirk Sandfort, Southeast Missouri State University (SEMO University)

### Staff Present:

Mr. Ryan Shrimplin, City of Cape Girardeau

### Program Administration/Support Consultant Present:

Ms. Kelly Green, KLG Engineering

### Call to Order

Chairman Hahs called the meeting to order at 2:00 p.m.

### Introductions

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

### Adoption of Agenda

The agenda of the March 20, 2019 Board of Directors Meeting was unanimously approved upon motion made by Mr. Roach and seconded by Mr. Meyer.

### Approval of Minutes

The minutes of the January 16, 2019 Board of Directors Meeting were unanimously approved upon motion made by Mr. Mogelnicki and seconded by Mr. Roach.

### Communications from the Chairman

There were no communications from the Chairman.

### Public Comments

There were no comments from the public.

### New/Unfinished Business

- **Public Participation Plan Amendment No. 3 – Motion to set a public hearing for April 17, 2019 at 2:00 p.m. at Osage Centre**

A motion was made by Mr. Mogelnicki and seconded by Mr. Payne to set a public hearing on Public Participation Plan Amendment No. 3 for April 17, 2019 at 2:00 p.m. at the Osage Centre, which passed unanimously.

- **FY 2020 Unified Planning Work Program – Motion to set a public hearing for May 15, 2019 at 2:00 p.m. at Osage Centre**

A motion was made by Mr. Roach and seconded by Mr. Meyer to set a public hearing on the FY 2020 Unified Planning Work Program for May 15, 2019 at 2:00 p.m. at the Osage Centre, which passed unanimously.

- **MoDOT Funding Scenarios - Discussion**

Mr. Shelton explained that MoDOT Southeast District staff recently held a meeting with its regional planning partners to discuss three funding scenarios. The first scenario involves the expiration of the FAST Act next year and the potential reduction in federal funding for transportation projects. MoDOT is changing how it shows project information in the out years of the Statewide Transportation Improvement Program (STIP). The projects in the fourth and fifth years of the STIP will be shaded, which will denote the potential for the project to be pushed to a later

year if there is insufficient federal funding to include it in the year shown. The second scenario involves Missouri Governor Mike Parson's proposed Focus on Bridges funding package which, if approved, will free up \$345 million to be distributed among the MoDOT districts. The third scenario involves an additional \$1.65 billion in statewide transportation funding using Amendment 3 bonding capacity. For the second and third scenarios, the regional planning partners were asked how the Southeast District's share of each amount should be used to meet unfunded needs.

Mr. Shrimplin explained that the regional planning partners agreed to use MoDOT's flexible funds distribution formula to determine each partner's share of the funds for each of the two scenarios. Based on the formula, SEMPO would be allocated \$3.41 million under the Focus on Bridges scenario and \$16.37 million under the Amendment 3 scenario. Mr. Killian stated that the need(s) submitted for one scenario should not be the same need(s) submitted for the other scenario.

Upon discussion, the Board decided to submit US 61 from Courthouse Square to the Route D intersection for the Focus on Bridges scenario and I-55 Exit 93 interchange for the Amendment 3 scenario.

### Member Reports

City of Cape Girardeau – Mr. Meyer reported that Proposition Y, a \$12 million bond issue for Cape Girardeau Public Schools, is on the April 2 ballot. \$4 million of the bond amount is proposed for a new aquatic center next to Jefferson Elementary School. The City of Cape Girardeau has committed \$6 million for the new facility. If the bond issue passes and the project will moves forward, there will be a need to make access improvements. He has spoken with MoDOT about a break in access on MO 74 and a connection to South Minnesota Avenue (right in/right out). In addition, the City would look at constructing a street in the unimproved College Street right-of-way south of the aquatic center site in order to connect to South West End Boulevard. Trail connections would also be considered. Mr. Meyer also reported that the City has purchased a pothole patcher. Crews are learning how to use it. With this technology, what was a three- or four-person job is now a one-person job, which will save the City considerable costs in both labor and Worker's Compensation claims. Other items of note include the 2019 asphalt overlay program, which will be advertised for bids soon, and the Independence Street Corridor (from the Gordonville Road/East Rodney Drive roundabout to Caruthers Avenue), which is nearing the start of the design phase.

City of Jackson – Chairman Hahs reported that Fronabarger Concreters is installing a break in access on East Main Street. The East Main Street/Shawnee Boulevard roundabout design is in process. Staff will be reviewing the construction timeline. He commented that he has received several complaints about the visibility of the striping on East Jackson Boulevard (US 61) due to the overlay work last year. Chairman Hahs also reported that the City has a use tax measure on the April 2 ballot. If passed, the tax will fund transportation improvements, including street lights.

City of Jackson – Mr. Bollinger reported that crews are continuing relocation of the electric and water lines at the site of the Center Junction Diverging Diamond Interchange (DDI) project.

Cape Girardeau County – Mr. Payne reported that the Capital Sand route is functioning well. There may be additional sand operations in the future.

CTA – Mr. Mogelnicki stated that there is nothing new to report.

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

SEMO RPC – Mr. Christian reported that he submitted the narrative portion of the FY 2020-2023 Transportation Improvement Program (TIP) for review by MoDOT, IDOT, FHWA, and FTA. He is currently working on an administrative modification, which will be completed soon. The TIP website is nearing completion but there are some issues yet to be resolved. The new TIP must be adopted prior to the end of the fiscal year (June 30).

MoDOT – Mr. Okenfuss reported that Southeast District staff will be meeting with local businesses on April 9 to discuss the I-55 Exit 93 interchange. Participants will be asked to prioritize a set of issues with the current interchange and discuss how these issues affect them. Mr. Okenfuss will then share the results with SEMPO. A public meeting will be scheduled in the near future to capture input from the traveling public. In response to a question, Mr. Okenfuss stated that he will look into whether or not an analysis has been done on the effect of the Center Junction DDI construction on traffic patterns.

MoDOT – Mr. Meyer reported that the contractor for the US 61 overlay project will return to re-stripe once the weather breaks.

MoDOT – Mr. Killian reported that the March letting includes resurfacing US 61 from I-55 to the MO 34/MO 25 intersection, resurfacing in Trail of Tears State Park, and resurfacing Outer Road 55 from the end of state maintenance to US 61. He gave a reminder that the next application deadline for the Cost Share Program is April 26, 2019.

IDOT – Mr. Caldwell commended MoDOT on its project prioritization process.

#### Staff Report

Mr. Shrimplin and Ms. Green stated that there is nothing new to report.

#### Other Business and Communications

There was no other business or communications.

Adjournment

There being no further business, the meeting was unanimously adjourned at 2:51 p.m. upon motion made by Mr. Payne and seconded by Mr. Mogelnicki.

Respectfully submitted,

Ryan Shrimplin

DRAFT