



CITY OF CAPE GIRARDEAU, MISSOURI

City Council Agenda

Bob Fox, Mayor
Dan Presson, Ward 1
Shelly Moore, Ward 2
Vacant, 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

August 19, 2019
5:00 PM

Invocation

Pastor Timothy Lee of The Apostolic Promise Church in Cape Girardeau

Pledge of Allegiance

Study Session

No action will be taken during the study session

Presentations

- Silver Springs II Apartments Presentation

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 August 5, 2019, City Council regular session and closed session minutes, and of the August 12, 2019, City Council special meeting minutes.
2. BILL NO. 19-118, an Ordinance authorizing the City Manager to execute a State Block Grant Agreement with the Missouri Highways and Transportation Commission to fund the promotion of scheduled passenger air service at the Cape Girardeau Regional Airport. Second and Third Readings.
3. BILL NO. 19-119, an Ordinance approving the Record Plat of LaFont's First Amended. Second and Third Readings.
4. BILL NO. 19-120, an Ordinance approving the Record Plat of Sabella's First Subdivision. Second and Third Readings.
5. BILL NO 19-123., an Ordinance providing for the levying of the annual City revenue tax; public health tax; Special Business District No. 2 tax; for the fiscal year ending on the 30th day of June, 2020. Second and Third Readings.
6. BILL NO. 19-124, an Ordinance amending Schedule F of Section 26-247 of the City Code, by establishing no parking anytime on the north side of Jim Drury Way. Second and Third Readings.
7. BILL NO. 19-125, an Ordinance amending Schedule A of Section 26-228 of the City Code, by repealing certain speed limits on South West End Boulevard and establishing new speed limits on South West End Boulevard, in the City of Cape Girardeau, Missouri. Second and Third Readings.

8. BILL NO. 19-121, a Resolution authorizing the City Manager to execute an Agreement with Koehler Engineering and Land Surveying, Inc., for general engineering and infrastructure projects, in the City of Cape Girardeau, Missouri. Reading and Passage.
9. BILL NO. 19-122, a Resolution authorizing the City Manager to execute an Agreement with Bowen Engineering and Land Surveying, Inc., for general engineering and infrastructure projects, in the City of Cape Girardeau, Missouri. Reading and Passage.
10. Bill No. 19-128 A Resolution authorizing application to the Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2019 Local Solicitation, and authorizing the City Manager to execute all necessary grant program documents. Reading and Passage.
11. BILL NO. 19-134, a Resolution authorizing the City Manager to execute an Agreement with M-B Companies, Inc., for snow removal equipment at the Cape Girardeau Regional Airport, in the City of Cape Girardeau, Missouri. Reading and Passage.
12. BILL NO. 19-135, a Resolution of support for the proposal from MACO Development Company, LLC, for the Silver Springs II Apartments housing development. Reading and Passage.
13. Bill No. 19- 136, a Resolution authorizing the City Manager to submit a letter of recommendation to the United States Department of Transportation for SkyWest Airlines to provide air carrier service under the Essential Air Service Program at the Cape Girardeau Regional Airport. Reading and Passage.

Items Removed from Consent Agenda

New Ordinances

14. Bill No 19-129, an Ordinance amending Chapter 7 of the Code of Ordinances of the City of Cape Girardeau, Missouri, regarding Automatic Pool Covers. First Reading
15. Bill No 19-130, an Ordinance amending Chapter 7 of the Code of Ordinances of the City of Cape Girardeau, Missouri, regarding Storm Shelters. First Reading.
16. Bill NO. 19-131, an Ordinance of the City of Cape Girardeau, Missouri, extending the imposition of the present one-quarter of one percent Capital Improvement Sales Tax from its expiration date of December 31, 2019 to December 31, 2034. First Reading.
17. BILL NO. 19-132, an Ordinance authorizing the Mayor to execute a Special Warranty Deed to Jerry Collins and Brenda Collins, for property located at 3207 Bernice Street, in the City of Cape Girardeau, Missouri. First Reading.
18. BILL NO. 19-133, an Ordinance accepting a Temporary Construction Easement from Terry and Cynthia McDowell, for the Hopper Road Box Culvert Project, in the City of Cape Girardeau, Missouri. First Reading.

Other Business

19. Consideration of Appeal of Denial for Liquor License Renewal Application for Ricky Lynn Werner, d/b/a River Valley Banquet Center, LLC 631 South Sprigg Street
20. Appointment of Ward 3 unexpired term

Meeting Adjournment

Closed Session

The City Council of the City of Cape Girardeau, Missouri, may, as a part of a study session or regular or special City Council meeting, vote to hold a closed session to discuss issues listed in RSMo. Section 610.021, including but not limited to: legal actions, causes of legal action or litigation, leasing, purchasing or sale of real estate, hiring, firing, disciplining, personnel issues, or confidential or privileged communications with its attorneys.

- Legal actions and litigation, confidential communications with legal counsel, and property transactions, pursuant to RSMo. Sections 610.021(1), and (2).

Memos

- Appointment to the Convention & Visitors Bureau Executive Board
- Appointment to the Golf Course Advisory Board.

Advisory Board Minutes

Staff: Bruce Taylor, Deputy City Clerk
Agenda: 8/19/2019

AGENDA REPORT
Cape Girardeau City Council

SUBJECT

Approval of the August 5, 2019, City Council regular session and closed session minutes, and of the August 12, 2019, City Council special meeting minutes.

ATTACHMENTS:

Name:	Description:
2019.08.05_RegularsessionMinutes.pdf	Minutes 2019-08-05 regular session
2019.08.05_ClosedSessionMinutes.pdf	Minutes 2019-08-05 closed session
2019.08.12_SpecialMeetingMinutes.pdf	Minutes 2019-08-12 special meeting

Regular**August 5, 2019****KK-261****STUDY SESSION – August 5, 2019****NO ACTION TAKEN DURING THE STUDY SESSION**

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

REGULAR SESSION – August 5, 2019**CALL TO ORDER**

The Cape Girardeau City Council convened in regular session at the Cape Girardeau City Hall on Monday, August 5, 2019, at 6:25 p.m., with Mayor Bob Fox presiding and Council Members Ryan Essex, Robbie Guard, Stacy Kinder, Shelly Moore, and Dan Presson present.

ADOPTION OF THE AGENDA

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

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

PUBLIC HEARING

A public hearing regarding the levying of the annual City revenue tax; public health tax; Special Business District No. 2 tax; for the fiscal year ending on the 30th day of June, 2020.

Mayor Bob Fox opened the Public Hearing.

There being no appearances, the Public Hearing was closed.

APPEARANCES

None.

CONSENT AGENDA

Approval of the July 15, 2019, City Council regular session minutes.

BILL NO. 19-112, an Ordinance approving the Record Plat of Southeast Health West Campus. Second and Third Readings.

BILL NO. 19-113, an Ordinance approving the Record Plat of U-Haul of Cape Girardeau Subdivision. Second and Third Readings.

BILL NO. 19-117, a Resolution of support for the proposal from Starview Development, LLC, for the Star Vue Apartments workforce housing development. Reading and Passage.

BILL NO. 19-126, a Resolution authorizing the City Manager to execute Performance Guarantee Agreements with GMA Development, LLC, for Shadow Wood Villas, in the City of Cape Girardeau, Missouri. Reading and Passage.

Regular**August 5, 2019****KK-262**

BILL NO. 19-127, a Resolution authorizing the City Manager to execute a License and Indemnity Agreement with Marquette Tower Property, LLC, for installation of a sign at 338 Broadway Street, in the City of Cape Girardeau, Missouri. Reading and Passage.

Acceptance of Improvements and Authorize Final Payment to Reinhold Electric, for Project No. 15-077A-1, Runway 10-28 Lighting Rehabilitation at the Cape Girardeau Regional Airport.

Acceptance of the Improvements and Authorize Final Payment to Penzel Construction, Inc. for the improvements to the Capaha Ball Field in the City of Cape Girardeau.

Acceptance of streetlight improvements serving Deerfield Estates Phase 1 and the approval of the Release of Performance Guarantee Agreement for Deerfield Estates Phase 1.

Reschedule the second City Council Meeting in October from October 21, 2019, to October 17, 2019.

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

BILL NO. 19-112 will be Ordinance No. 5212; BILL NO. 19-113 will be Ordinance No. 5213; BILL NO. 19-117 will be Resolution No. 3274; BILL NO. 19-126 will be Resolution No. 3275; and BILL NO. 19-127 will be Resolution No. 3276.

NEW ORDINANCES

BILL NO. 19-118, an Ordinance authorizing the City Manager to execute a State Block Grant Agreement with the Missouri Highways and Transportation Commission to fund the promotion of scheduled passenger air service at the Cape Girardeau Regional Airport. First Reading.

Council Member Dan Presson asked about the number of enplanements. Airport Manager Bruce Loy replied that for this year starting in January there have been 6,688 enplanements, and 1,289 of those were made in July.

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

BILL NO. 19-119, an Ordinance approving the Record Plat of LaFont's First Amended. First Reading.

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

BILL NO. 19-120, an Ordinance approving the Record Plat of Sabella's First Subdivision. First Reading.

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

BILL NO 19-123, an Ordinance providing for the levying of the annual City revenue tax; public health tax; Special Business District No. 2 tax; for the fiscal year ending on the 30th day of June, 2020. First Reading.

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

BILL NO. 19-124, an Ordinance amending Schedule F of Section 26-247 of the City Code, by establishing no parking anytime on the north side of Jim Drury Way. First Reading.

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

BILL NO. 19-125, an Ordinance amending Schedule A of Section 26-228 of the City Code, by repealing certain speed limits on South West End Boulevard and establishing new speed limits on South West End Boulevard, in the City of Cape Girardeau, Missouri. First Reading.

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

OTHER BUSINESS

Visit with applicants to fill the unexpired term as Council member for Ward 3

During the Study Session this evening,, the City Council spoke with nine Ward 3 citizens who had applied to fill the unexpired term for Ward 3 Council Member. The City Council selected three of those individuals from whom they will make an appointment at the next meeting.

A Motion was made by Robbie Guard, Seconded by Stacy Kinder, to name Tom Roy, Christina Mershon, and Nathaniel Thomas as finalists to be considered for appointment at the August 19, 2019 Council Meeting. Motion passed. 6-0. Ayes: Essex, Fox, Guard, Kinder, Moore, Presson.

Setting a Special Council Meeting on Monday, August 12, 2019, at 11:45 a.m., to canvass the August 6, 2019, Special Municipal Election results and to declare the results.

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

MEETING ADJOURNMENT

A Motion was made by Ryan Essex, 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.

The Regular Session ended at 6:34 p.m.

Bob Fox, Mayor

Bruce Taylor, Deputy City Clerk



SPECIAL SESSION – August 12, 2019

CALL TO ORDER

The Cape Girardeau City Council convened in special session on Monday, August 12, 2019, at 11:45 a.m., with Mayor Bob Fox presiding and Council Members Ryan Essex, Robbie Guard, Shelly Moore, and Dan Presson present. Stacy Kinder was absent.

ADOPTION OF THE AGENDA

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

Motion passed. 5-0. Ayes: Essex, Fox, Guard, Moore, Presson. Absent: Kinder

CANVASS THE RETURNS AND DECLARE THE RESULTS OF THE AUGUST 6, 2019, SPECIAL MUNICIPAL ELECTION

Mayor Fox stated that the August 6, 2019, election results had been received from County Clerk Kara Clark Summers. Pursuant to Section 7.09(a) of the City Charter, the City Council canvassed the returns and declared the results of the August 6, 2019, Special Municipal Election as follows:

CAPE GIRARDEAU CITY QUESTION

(extension of Capital Improvements sales tax)

Yes – 1,072

No – 401

A Motion was made by Robbie Guard, Seconded by Dan Presson, to approve.

Motion passed. 5-0. Ayes: Essex, Fox, Guard, Moore, Presson. Absent: Kinder

MEETING ADJOURNMENT

There being no further business, the Cape Girardeau City Council special session ended at 11:47 a.m.

A Motion was made by Robbie Guard, Seconded by Ryan Essex, to adjourn.

Motion passed. 5-0. Ayes: Essex, Fox, Guard, Moore, Presson. Absent: Kinder

Bob Fox, Mayor

Bruce Taylor, Deputy City Clerk



Staff: Bruce W. Loy, Airport Manager
Agenda: 8/5/2019

AGENDA REPORT
Cape Girardeau City Council

19-176

SUBJECT

State Block Grant Agreement with the Missouri Highways and Transportation Commission to fund Air Service Promotion and Marketing and a Catchment Leakage Study at the Cape Girardeau Regional Airport, in the City of Cape Girardeau, Missouri, Project No. AIR 196-077A-1.

EXECUTIVE SUMMARY

The funding from this block grant agreement will fund 90% of research and marketing efforts for improvement and promotion of the scheduled passenger air service at the Cape Girardeau Regional Airport (CGI). The funds will be used for airline service promotion/marketing and a catchment leakage study, in an effort to increase passenger boardings. The grant funds total \$170,000 with the City required to match 10%, or \$18,888, making the total available funds at \$188,888.

BACKGROUND/DISCUSSION

SkyWest Airlines started scheduled passenger air service between Cape Girardeau Regional Airport and Chicago O'Hare International Airport on December 1, 2017, utilizing a two-year Essential Air Service (EAS) contract with the U.S. Department of Transportation (USDOT). Having a code share agreement with United Airlines, the service has operated as United Express, operated by SkyWest Airlines. The airline is utilizing a CRJ-200, 50-seat regional jet with flight attendant and lavatory.

This air service promotion funding will allow Airport/City staff to provide increased air service promotion and explore options for improved scheduled air service for our community. Additionally, this grant will provide funding for a catchment leakage study, to learn where our passengers are coming from, what airport they are originating from (if not Cape Girardeau), and their final destination. This information assists in targeting the marketing funds.

FINANCIAL IMPACT

The availability of our annual State marketing funds for the 2018-19 Fiscal Year (over \$88,000), increased our annual passenger enplanements to 8,891. This enplanement number was sufficient to guarantee the airport a \$600,000 grant, available to the City in Fiscal Year 2020.

The immediate financial impact of this grant for the City is the 10% match to the \$170,000 grant, which totals \$18,888, allowing a total expenditure of \$188,888. Those funds will only be used as the grant funds are expended.

The hopeful and potential positive impact to the City is that usage of these marketing funds results in increased passenger boardings, eventually allowing the City to see a total annual passenger boarding count of 10,000. Passenger boarding counts, or enplanements, reaching 10,000 for the calendar year would provide the Cape Girardeau Regional Airport an annual guarantee of \$1,000,000 in grant funds from the Federal Aviation Administration for airport eligible projects. In other words, an \$18,888 City expenditure should net the airport \$1,000,000.

STAFF RECOMMENDATION

It is recommended the City Council approve an ordinance allowing the City Manager to execute the attached Block Grant Agreement, Project No. AIR 196-077A-1, with the Missouri Highways and Transportation Commission, in the amount of \$170,000 to fund the promotion of scheduled passenger air service at the Cape Girardeau Regional Airport.

ATTACHMENTS:

Name:	Description:
❏ <u>MODOT Block Grant Agreement - Promote passenger Service Airport.doc</u>	Ordinance
❏ <u>Airport Aid Agreement City of Cape Girardeau AIR 196-077A-1.pdf</u>	Air Service Grant Agreement 2019, AIR 196-077A-1

BILL NO. 19-118

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A STATE BLOCK GRANT AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION TO FUND THE PROMOTION OF SCHEDULED PASSENGER AIR SERVICE AT THE CAPE GIRARDEAU REGIONAL AIRPORT

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

Article 1. The City Manager is hereby authorized and directed to execute, on behalf of the City, a State Block Grant Agreement between the City of Cape Girardeau and the Missouri Highways and Transportation Commission to fund determination of options for improvement and promotion of the scheduled passenger air service at the Cape Girardeau Regional Airport. The City Clerk is hereby authorized and directed to attest to said document and to affix the seal of the City thereto. The Amendment shall be in substantially the form attached hereto, which document is hereby approved by the City Council, with such changes therein as shall be approved by the officers of the City executing the same.

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

PASSED AND APPROVED THIS _____ day of _____, 2019.

Bob Fox, Mayor

(SEAL)

ATTEST:

Bruce Taylor, Deputy City Clerk

CCO Form: MO02
Approved: 08/09 (AMB)
Revised: 03/17 (MWH)
Modified:

Sponsor: City of Cape Girardeau
Project No.: AIR 196-077A-1

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
AIRPORT AID AGREEMENT FOR AIR SERVICE PROMOTION**

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

WITNESSETH:

WHEREAS, the Sponsor has applied to the Commission for a grant of funds under §305.230.4(1)(m) RSMo; and

WHEREAS, the Commission has agreed to award funds available under §305.230.4(1)(m) RSMo to the Sponsor with the understanding that such funds will be used for a project pursuant to this Agreement for the purposes generally described in the Sponsor's grant application/request dated May 29, 2019, and specifically described as follows:

Air Service Promotion and Marketing and Catchment Leakage Study;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to provide financial assistance to the Sponsor under §305.230 RSMo.

(2) AMOUNT OF GRANT: The amount of this grant is One Hundred Seventy Thousand Dollars (\$170,000); provided, however, that in the event state funds available to the Commission under §305.230 RSMo are reduced so that the Commission is incapable of completely satisfying its obligations to all the Sponsors for the current state fiscal year, the Commission may recompute and reduce this grant. The designation of this grant does not create a lump sum quantity contract, but rather only represents the amount of funding available for qualifying expenses. In no event will the Commission provide the Sponsor funding for work that is not actually performed. The release of all funding under this Agreement is subject to review and approval of all project expenses to ensure that they are qualifying expenses under this program.

(3) AMOUNT OF MATCHING FUNDS: The amount of local matching funds, and/or other resources, to be furnished by the Sponsor is Eighteen Thousand Eight Hundred Eighty-Eight Dollars (\$18,888). The Sponsor warrants to the Commission that it has sufficient cash on deposit, or other readily available resources, to provide the local

matching funds to complete the project.

(4) PROJECT TIME PERIOD: The project period shall be from July 1, 2019 through June 30, 2020. The Commission's representative may, in writing, extend the project time period for good cause as shown by the Sponsor. The grant funds in paragraph (2) not expended or duly obligated during the project time period shall be released for use in other projects under §305.230 RSMo.

(5) WITHDRAWAL OF GRANT OFFER: The Commission reserves the right to amend or withdraw this grant offer at any time prior to acceptance by the Sponsor.

(6) PAYMENT: Payments to the Sponsor are made on an advance basis. The Sponsor may request incremental payments during the course of a project or a lump sum payment upon completion of the work. However, this advance payment is subject to the limitations imposed by paragraph (8)(B) of this Agreement.

(A) The Sponsor may request payment at any time subsequent to the execution of this Agreement by both parties. Requests for reimbursement shall be supported with invoices. After the Sponsor pays incurred costs, copies of checks used to pay providers must be submitted to the Commission.

(B) It is understood and agreed by and between the parties that the Commission shall make no payment which could cause the aggregate of all payments under this Agreement to exceed ninety percent (90%) of the maximum state (Aviation Trust Fund) obligation stated in this Agreement or eighty-one percent (81%) of actual total eligible project cost, whichever is lower, until the Sponsor has met and/or performed all requirements of this grant Agreement to the satisfaction of the Commission.

(C) Within ninety (90) days of final inspection of the project funded under this grant, the Sponsor shall provide to the Commission a final payment request and all financial performance and other reports as required by the conditions of this grant.

(D) If the Commission determines that the Sponsor was overpaid, the amount of overpayment shall be remitted to the Commission.

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

(8) FINANCIAL SUMMARY: Upon request of the Commission, the Sponsor shall provide to the Commission a financial summary of the total funds expended. The

summary must show the source of funds and the specific items for which they were expended.

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

(10) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the Sponsor with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Sponsor.

(11) LACK OF PROGRESS: Any lack of progress which significantly endangers substantial performance of the project within the specified time shall be deemed a violation of the terms of this Agreement. The determination of lack of progress shall be solely within the discretion of the Commission. The Commission shall notify the Sponsor in writing once such a determination is made.

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

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

(14) WORK PRODUCT: All documents, reports, exhibits, etc. produced by the Sponsor at the direction of the Commission and information supplied by the Commission shall remain the property of the Commission.

(15) CONFIDENTIALITY: The Sponsor shall not disclose to third parties confidential factual matters provided by the Commission except as may be required by statute, ordinance or order of court, or as authorized by the Commission. The Sponsor shall notify the Commission immediately of any request for such information.

(16) NONSOLICITATION: The Sponsor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Sponsor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover,

the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

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

(18) INDEMNIFICATION:

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

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

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

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

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

(19) NOTIFICATION OF CHANGE: The Sponsor shall immediately notify the Commission of any change in conditions or law which may significantly affect its ability to perform the project in accordance with the provisions of this Agreement.

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

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

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

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

(24) AIRPORT USE: The Sponsor agrees to operate the airport for the use and benefit of the public. The Sponsor further agrees that it will keep the airport open to all types, kinds, and classes of aeronautical use on fair and reasonable terms without discrimination between such types, kinds and classes. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Commission. Otherwise, at no time shall the airport be closed to accommodate a non-aeronautical event or activity.

(25) SAFE OPERATION OF AIRPORT: The Sponsor agrees to operate and maintain in a safe and serviceable condition the airport and all connected facilities which are necessary to serve the aeronautical users of the airport other than facilities owned or controlled by the United States. The Sponsor further agrees that it will not permit any activity on the airport's grounds that would interfere with its safe use for airport purposes. Nothing contained in this Agreement shall be construed to require that the airport be operated for aeronautical uses during temporary periods when snow, ice, or other climatic conditions interfere with safe operations.

[Remainder of Page Intentionally Left Blank]

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

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

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

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF CAPE GIRARDEAU

By _____

Title _____

Title _____

Attest:

Attest:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title _____

Ordinance No. _____
(if applicable)

Staff: Ryan Shrimplin, AICP - City
Agenda: Planner
8/5/2019

AGENDA REPORT
Cape Girardeau City Council

19-177

SUBJECT

An Ordinance approving the Record Plat of LaFont's First Amended.

EXECUTIVE SUMMARY

The attached ordinance approves a record plat for a two-lot subdivision at 402 Chesley Drive.

BACKGROUND/DISCUSSION

A record plat has been submitted for LaFont's First Amended, located at 402 Chesley Drive. The property is zoned R-1 (Single-Family Suburban Residential). The plat subdivides a lot into two lots. The plat shows an exception for a reduced utility easement width along the rear lot lines. Staff supports the exception because there are no existing or proposed City utilities in the locations where the easement is required.

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 June 12, 2019 meeting, recommended approval of the record plat with a vote of 8 in favor, 0 in opposition, and 0 abstaining.

ATTACHMENTS:

Name:	Description:
Record Plat LaFont s First Amended.doc	Ordinance
Staff Review-Referral-Action Form.pdf	LaFont's First Amended - Staff RRA Form
Map - LaFont s First Amended.pdf	LaFont's First Amended - Map
Application - LaFont s First Amended Subd.pdf	LaFont's First Amended - Application
LaFont.pdf	LaFont's First Amended - Record Plat

BILL NO. 19-119

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE RECORD PLAT OF
LAFONT'S FIRST AMENDED

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

ARTICLE 1. The record plat of LaFont's First Amended, being a resubdivision of LaFont's First as recorded in Plat Book 24 at Page 22 of the County Land Records, in the City and County of Cape Girardeau, State of Missouri, submitted by Dale P. LaFont and Terry E. Brewer-LaFont, bearing the certification of Timothy J. Sander, a Registered Land Surveyor, dated the 7th day of May, 2019, including all exceptions and variances, is hereby approved.

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

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2019.

Bob Fox, Mayor

ATTEST:

Bruce Taylor, Deputy City Clerk

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

FILE: **LaFont's First Amended Subdivision**

LOCATION: 402 Chesley Drive

STAFF REVIEW & COMMENTS:

A record plat has been submitted which subdivides a tract into two (2) lots at 402 Chesley Drive. SEE STAFF REPORT FOR MORE DETAILS.



 City Planner

5/23/19

 Date



 City Attorney

MAY 28, 2019

 Date

CITY MANAGER REFERRAL TO THE PLANNING AND ZONING COMMISSION:



 City Manager

5/28/19

 Date

Planning & Zoning Commission

RECOMMENDED ACTION:

	Favor	Oppose	Abstain		Favor	Oppose	Abstain
Larry Dowdy	<input 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: 8 Favor 0 Oppose 0 Abstain

COMMENTS:

CITIZENS COMMENTING AT MEETING:



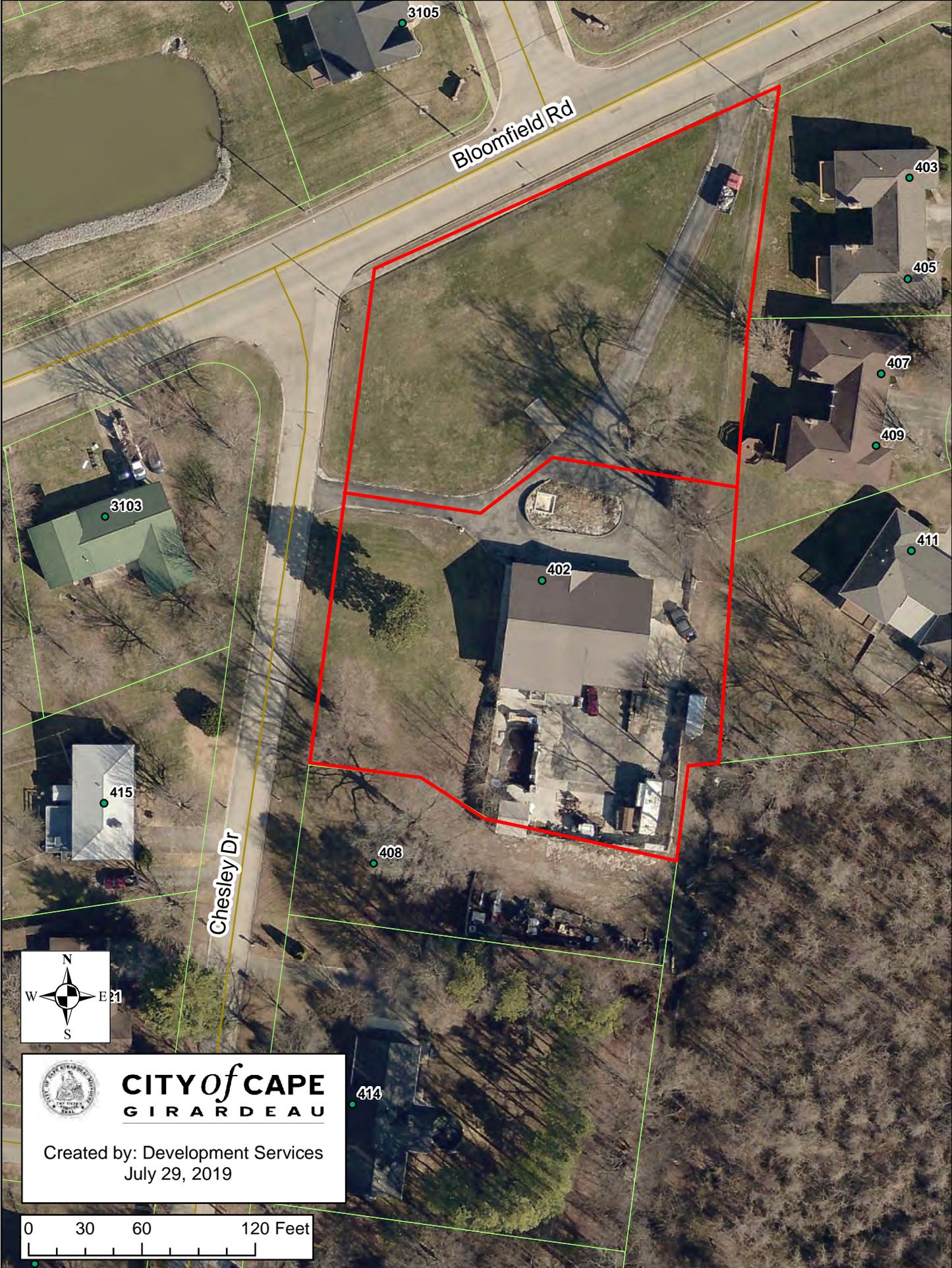
 Kevin Greaser
 Planning & Zoning Commission Secretary

City Council Action

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

ORDINANCE # _____ Effective Date: _____

LaFont's First Amended



 **CITY of CAPE GIRARDEAU**
Created by: Development Services
July 29, 2019





SUBDIVISION PLAT APPLICATION CITY of CAPE GIRARDEAU

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

Name of Subdivision LAFONT'S First AMENDED		Type of Plat: Preliminary, Record, or Boundary Adjustment RECORD	
Applicant DALE LAFONT		Property Owner of Record (if other than Applicant)	
Mailing Address 402 CHESLEY drive	City, State, Zip CAPE GIRARDEAU, MO, 63703	Mailing Address	City, State, Zip
Telephone 573-275-1222	Email DALELAFONT@gmail.com	Telephone	Email
Contact Person (if Applicant is a Business or Organization)		(Attach additional owners information, if necessary) TERRY E. BREWER-LAFONT	
Professional Engineer/Surveyor (if other than Applicant) SANDER LAND SURVEYING LLC		Developer (if other than Applicant)	
Mailing Address 20052 US Highway 61	City, State, Zip Sikeston, MO. 63801	Mailing Address	City, State, Zip
Telephone 573-450-2000	Email SANDERSURVEY2003@gmail.com	Telephone	Email

ADDITIONAL ITEMS REQUIRED

See instructions for more information.

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

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

Recording Fee Deposit (payable to City of Cape Girardeau)

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

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

Two (2) full size prints of the plat

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

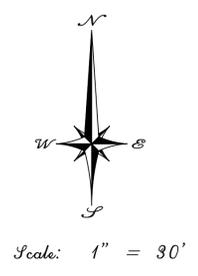
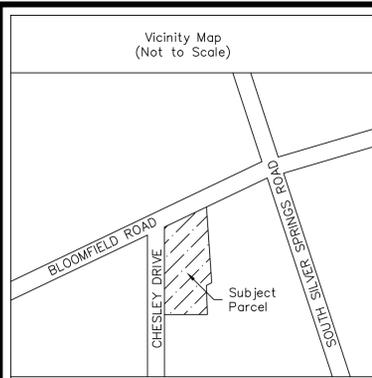
CERTIFICATION

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

Dale LaFont
Applicant Signature and Printed Name

5-16-2019
Date

OFFICE USE ONLY	
Date Received & By <u>5-16-19 ep</u>	MUNIS Application No. <u>8814</u>
Planning & Zoning Commission Recommendation _____	Date _____
City Council Final Action _____	Date _____



Record Plat: LaFont's First Amended
 A Resubdivision of LaFont's First as recorded
 in Plat Book 24 at Page 22 of the County Land Records,
 in the City and County of Cape Girardeau, State of Missouri

LOT SIZES
 TOTAL NUMBER OF LOTS = 2
 SMALLEST LOT = 30,852 Sq Ft ±
 LARGEST LOT = 37,398 Sq Ft ±
 TOTAL AREA = 68,250 Sq Ft ±

ZONING
 CURRENT ZONING = R1
 (SINGLE-FAMILY SUBURBAN RESIDENTIAL DISTRICT)

BUILDING SETBACKS (SINGLE-FAMILY)
 FRONT YARD = 30'
 REAR YARD = 25'
 SIDE YARD = 6'

MAXIMUM HEIGHT = 2 1/2 STORIES / 35'
 MINIMUM LOT AREA = 10,000 Sq Ft
 MINIMUM LOT WIDTH = 80'
 MAXIMUM DENSITY = 4 UNITS PER ACRE

AN EXCEPTION IS SHOWN FOR A REDUCED UTILITY EASEMENT WIDTH ALONG THE REAR LOT LINES OF LOTS 1 AND 2.

TITLE REFERENCES

DOC. NO. 2017-06071 (SUB)
 DOC. NO. 2013-05761 (ADJ)
 DOC. NO. 2018-02477 (ADJ)
 DOC. NO. 2017-13580 (ADJ)
 DOC. NO. 2011-06883 (ADJ)
 BOOK 672, PAGE 591 (ADJ)
 BOOK 1255, PAGE 468 (ADJ)

REFERENCES

- NORTH BASIS PER GPS OBSERVATION ALONG THE EAST RIGHT OF WAY LINE OF CHESLEY DRIVE (N 07°24'17" E) - MISSOURI STATE PLANE COORDINATE SYSTEM, NAD 1983 - ZONE EAST.
- ABSTRACT OF TITLE.
- P.O.B. = POINT OF BEGINNING.
- N/F = NOW OR FORMERLY.
- LOT 1 = ORIGINAL LOT NUMBERS.
- LOT 1 = NEW LOT NUMBERS.

RECORD OWNER
 DALE P. LaFont &
 TERRY E. BREWER-LaFont
 DOCUMENT NUMBER 2017-06071

DEVELOPER OF SUBDIVISION
 DALE P. LaFont &
 TERRY E. BREWER-LaFont
 402 CHESLEY DRIVE
 CAPE GIRARDEAU MO
 63703

PLAT PREPARED BY
 SANDER LAND SURVEYING
 TIMOTHY J. SANDER, PLS
 20052 US HIGHWAY 61
 SIKESTON, MO
 63801

SYMBOL LEGEND

- = 1/2" IRON RODS (SET).
- ▲ = 1/2" IRON RODS (FND).
- ▲ = COTTON PICKER SPINDLES (SET).
- = SUBDIVISION BOUNDARY LINE.
- = NEW LOT LINE.
- = BUILDING SETBACK LINE.
- = EXISTING UTILITY EASEMENT LINE.
- = NEW SHARED DRIVEWAY EASEMENT LINE.
- = ADJOINER PROPERTY LINE.
- = RIGHT OF WAY LINE.
- = STREET CENTERLINE.
- ▨ = EXISTING SERVICE POLE EASEMENT.

ASSESSOR'S MAP NUMBER 20-314 PROPERTY SURVEY CLASS..."URBAN"

SURVEYOR CERTIFICATION

THIS IS TO CERTIFY THAT I, TIMOTHY J. SANDER, HAVE SURVEYED THE FORGOING DESCRIBED PARCEL OF LAND AT THE REQUEST OF DALE P. LaFont AND HAVE PREPARED THE ANNEXED PLAT, WHICH IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY, TO THE BEST OF MY ABILITY AND THAT SAID PLAT AND SURVEY WERE DONE IN ACCORDANCE WITH THE CURRENT MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS IN THE STATE OF MISSOURI AS MADE EFFECTIVE JUNE 30, 2017.

DONE THIS 7 th. DAY OF MAY, 2019.

TIMOTHY J. SANDER, MO-PLS 2003013179
 20052 US HIGHWAY 61
 SIKESTON, MISSOURI 63801

SUBDIVISION DEDICATION

WE, THE UNDERSIGNED, DALE P. LaFont AND TERRY E. BREWER-LaFont, HUSBAND AND WIFE, OWNERS IN FEE OF LaFont's FIRST AS RECORDED IN PLAT BOOK 24 AT PAGE 22 OF THE COUNTY LAND RECORDS, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, CONTAINING 68,250 SQUARE FEET, MORE OR LESS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN at the Northeast Corner of Lot 1 of LaFont's First (Found 1/2" Iron Rod), thence S 07°24'17" W, 133.38 feet; thence S 02°27'17" W, 225.65 feet; thence S 82°22'17" W, 20.16 feet; thence S 07°24'17" W, 43.03 feet; thence N 78°00'48" W, 102.38 feet; thence N 59°08'06" W, 41.37 feet; thence N 82°35'43" W, 60.00 feet to the East Right of Way Line of Chesley Drive; thence, along said East Right of Way Line of Chesley Drive, N 07°24'17" E, 254.20 feet to the South Right of Way Line of Bloomfield Road; thence, along said South Right of Way Line of Bloomfield Road, N 64°52'02" E, 237.24 feet to the POINT OF BEGINNING, being subject to any easements of record, do hereby subdivide said tract into two lots as shown hereon and do hereby name said subdivision "LaFont's First Amended". The shared driveway easement shown hereon is hereby established for the use and benefit of the current and future owners of Lots 1 and 2 and their respective tenants and invitees, for the sole purpose of providing ingress and egress between Lots 1 and 2, and between such lots and the adjacent street(s). Each lot owner has an equal share of the financial responsibility for maintaining the driveway within said easement.

DALE P. LaFont, HUSBAND.
 TERRY E. BREWER-LaFont, WIFE.

STATE OF MISSOURI
 COUNTY OF CAPE GIRARDEAU

On this _____ day of _____, 2019, before me, a Notary Public for said State and County, appeared Dale P. LaFont & Terry E. Brewer-LaFont, Husband & Wife, to me known to be the persons described herein, who did execute the foregoing instrument, and who acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and affix my official seal this _____ day of _____ A.D., 2019.

My commission expires _____

Notary Public

I, _____, City Clerk of the City of Cape Girardeau, Missouri, hereby certify that this plat was approved by the City of Cape Girardeau, Missouri, by Ordinance No. _____ passed and approved this _____ day of _____ A.D., 2019.

City Clerk, City of Cape Girardeau, Missouri

STATE OF MISSOURI
 COUNTY OF CAPE GIRARDEAU

Filed for record this _____ day of _____ A.D., 2019 in Document Number _____

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

NO PORTION OF THE ABOVE DESCRIBED PARCEL LIES WITHIN THE 100 YEAR FLOOD PLAIN, AS INDICATED ON THE FLOOD INSURANCE RATE MAP NUMBER 29031C0262E WITH AN EFFECTIVE DATE OF SEPTEMBER 29, 2011.

Staff: Ryan Shrimplin, AICP - City
Agenda: Planner
8/5/2019

AGENDA REPORT
Cape Girardeau City Council

19-178

SUBJECT

An Ordinance approving the Record Plat of Sabella's First Subdivision.

EXECUTIVE SUMMARY

The attached ordinance approves a record plat for combining tracts at 2510 Jonquil Lane.

BACKGROUND/DISCUSSION

A record plat has been submitted for Sabella's First Subdivision, located at 2510 Jonquil Lane. The property is zoned R-1 (Single-Family Suburban Residential). The plat combines three tracts to form one new lot. The plat shows a variance for a reduced front yard setback. Staff supports the variance due to the location of the existing home relative to the front lot line.

STAFF RECOMMENDATION

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

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission, at its July 10, 2019 meeting, recommended approval of the record plat with a vote of 9 in favor, 0 in opposition, and 0 abstaining.

ATTACHMENTS:

Name:	Description:
Record Plat Sabella s First Subdivision.doc	Ordinance
Staff Review-Referral-Action Form.pdf	Sabella's First Subdivision - Staff RRA Form
Map - Sabella s First Subdivision.pdf	Sabella's First Subdivision - Map
Application - Sabella s First Subdivision Record Plat.pdf	Sabella's First Subdivision - Application
Sabellas Subdivision-Plat.pdf	Sabella's First Subdivision - Record Plat

BILL NO. 19-120

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE RECORD PLAT OF
SABELLA'S FIRST SUBDIVISION

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

ARTICLE 1. The record plat of Sabella's First Subdivision, being a Resubdivision of the West 47.3 feet of Lot 2, All of Lot 3, and the East 56.9 feet of Lot 4, All in Block 3 of Holland Hills as recorded in Plat Book 06 at Page 55 of the County Land Records, in the City and County of Cape Girardeau, State of Missouri, submitted by Deborah D. Sabella Revocable Trust Agreement dated November 25, 2014, bearing the certification of Timothy J. Sander, a Registered Land Surveyor, dated the 6th day of May, 2019, including all variances and exceptions, is hereby approved.

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

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2019.

Bob Fox, Mayor

ATTEST:

Bruce Taylor, Deputy City Clerk

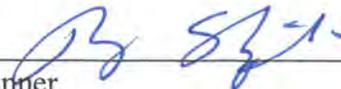
CITY OF CAPE GIRARDEAU, MISSOURI
 City Staff Review, Referral and Action - Subdivision Application

FILE: **Sabella's First Subdivision**

LOCATION: 2510 Jonquil Lane

STAFF REVIEW & COMMENTS:

A record plat has been submitted which combines three (3) lots at 2510 Jonquil Lane. SEE STAFF REPORT FOR MORE DETAILS.



 City Planner

6/28/19

 Date



 City Attorney

July 1, 2019

 Date

CITY MANAGER REFERRAL TO THE PLANNING AND ZONING COMMISSION:



 City Manager

7-1-19

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

ORDINANCE # _____ Effective Date: _____

Sabella's First Subdivision





SUBDIVISION PLAT APPLICATION
CITY of CAPE GIRARDEAU

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

Name of Subdivision Sabella's First Subdivision		Type of Plat: Preliminary, Record, or Boundary Adjustment Boundary Adjustment <u>Record Plat</u>	
Applicant Deborah D Sabella		Property Owner of Record (if other than Applicant) same	
Mailing Address 2510 Jonquil Lane	City, State, Zip Cape Girardeau, MO 63701	Mailing Address	City, State, Zip
Telephone 573-275-1630	Email Marash1955@gmail.com	Telephone	Email
Contact Person (If Applicant is a Business or Organization)		<i>(Attach additional owners information, if necessary)</i>	
Professional Engineer/Surveyor (if other than Applicant) Tim Sanders		Developer (if other than Applicant)	
Mailing Address 20052 US Hwy 61	City, State, Zip Sikeston, MO 63801	Mailing Address	City, State, Zip
Telephone 573-450-2000	Email sanderssurvey2003@gmail.com	Telephone	Email

ADDITIONAL ITEMS REQUIRED

See Instructions for more information.

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

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

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

(The City reserves the right to issue a partial refund or collect an additional fee if the actual recording cost differs from the deposit amount)
- Two (2) full size prints of the plat
- Digital file of the plat in .pdf format (can be emailed)

CERTIFICATION

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

Deborah D Sabella Deborah D. Sabella
 Applicant Signature and Printed Name

June 10, 2019
 Date

OFFICE USE ONLY	
Date Received & By <u>6-10-19 ep</u>	MUNIS Application No. <u>8927</u>
Planning & Zoning Commission Recommendation _____	Date _____
City Council Final Action _____	Date _____

Staff: W. Victor Brownlees, City
Agenda: Treasurer
8/19/2019

AGENDA REPORT
Cape Girardeau City Council

19-179

SUBJECT

Ordinance Setting Property Tax Rates for Fiscal Year Ending June 30, 2020.

EXECUTIVE SUMMARY

The tax levy rates included in this ordinance represent the current year's tax ceiling rates as calculated pursuant to Article X Section 22 of the Missouri Constitution and Section 137.073 RSMo. The rates per \$100 assessed valuation are \$.3044 for the General Fund, \$.0570 for the Health Fund, and \$.7076 for the Downtown Special Business District.

In June, the City Council approved an ordinance that adopted the budget for the current fiscal year. The adopted budget contained proposed tax levies, assumed assessed values and collection rates which would meet the requirements of the city and constitutional and statutory requirements for the establishment of a tax rate. The tax levies per \$100 valuation proposed by the adopted budget were \$0.3037 for the General Fund, \$0.0569 for the Health Fund and \$0.7076 for the Downtown Special District. These were the same rates as the previous year's levy.

Based on final assessment figures recently received from the County the City must increase its tax levies for the General Fund to \$0.3044 and the Health Fund to \$0.0570. The Downtown Special Business District's levy will remain the same as in the previous year as there has been no change to its base assessed value.

The final tax levy for the General Fund has increased by \$0.0007 from that proposed in the first reading of this ordinance as the final assessed valuation for real property has decreased slightly from the initial assessment. This has a negligible effect on the actual property tax revenues accruing to the General Fund.

A property owner that owns a house worth \$200,000 would only pay \$137.33 in real estate tax to the City. Residents would pay \$12.04 for each \$10,000 of personal property that they own.

STAFF RECOMMENDATION

In order to complete the fiscal requirements of the current budget year, it is recommended the City Council approve the attached ordinance with the amended language.

ATTACHMENTS:

Name:	Description:
<input type="checkbox"/> TAX_LEVY.2020.doc	Ordinance - Amended Language

BILL NO. 19-123

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE LEVYING OF THE ANNUAL CITY REVENUE TAX; PUBLIC HEALTH TAX; SPECIAL BUSINESS DISTRICT NO. 2 TAX; FOR THE FISCAL YEAR ENDING ON THE 30TH DAY OF JUNE, 2020

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

ARTICLE 1. There is hereby levied for the fiscal year ending on the 30th day of June, 2020, a City revenue tax of Thirty and Forty-four One Hundredths Cents (\$.3044) on the One Hundred Dollars (\$100.00) assessed valuation of all property within the City limits made taxable by law for state and county purposes and not by general law exempt from taxation for municipal purposes.

ARTICLE 2. There is hereby levied for the fiscal year ending on the 30th day of June, 2020, a public health tax of Five and Seventy One Hundredths Cents (\$.0570) on the One Hundred Dollars (\$100.00) assessed valuation of all property within the City limits made taxable by law for state and county purposes and not by general law exempt from taxation for municipal purposes.

ARTICLE 3. There is hereby levied for Special Business District No. 2 of Cape Girardeau, Missouri, for the fiscal year ending on the 30th day of June, 2020, an ad valorem real estate tax of Seventy and Seventy-six One Hundredths Cents (\$.7076) on the One Hundred Dollars (\$100.00) assessed valuation of all real estate within the Special Business District No. 2 of Cape Girardeau, Missouri, not by general law exempt from taxation.

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

ARTICLE 5. This ordinance shall be in full force and effect ten days after its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 2019.

Bob Fox, Mayor

ATTEST:

Bruce Taylor, Deputy City Clerk

Staff: Kelly Green P.E., City Engineer
Agenda: 8/5/2019

AGENDA REPORT
Cape Girardeau City Council

19-180

SUBJECT

An Ordinance to establish no parking anytime on the north side of Jim Drury Way in the City of Cape Girardeau, Missouri by amending Traffic Schedule F of the City Code.

BACKGROUND/DISCUSSION

The Parks Department requested city staff to review no parking on Jim Drury Way at the Cape Girardeau SportsPlex. Currently, when cars are parked on the north side of Jim Drury Way there becomes a sight distance issue for those who are pulling out of the SportsPlex parking lot. Upon review, staff proposes to establish no parking anytime along the north side of Jim Drury Way from Veterans Memorial Drive to Limbaugh Lane.

FINANCIAL IMPACT

Establishing the no parking anytime will require no direct funding. Public Works crews will install the signs on Jim Drury Way.

STAFF RECOMMENDATION

Staff recommends the City Council amend Schedule F of the Traffic Ordinance as stated in the summary attachment as it relates to Jim Drury Way.

ATTACHMENTS:

Name:	Description:
Amending Schedule F 26-247-No Parking Jim Drury Way.doc	Ordinance
Jim Drury Way Ordinance Information.pdf	Ord Info
Jim Drury Way Traffic Schedule Map.pdf	Location Map

BILL NO. 19-124

ORDINANCE NO. _____

AN ORDINANCE AMENDING SCHEDULE F OF SECTION 26-247 OF THE CITY CODE, BY ESTABLISHING NO PARKING ANYTIME ON THE NORTH SIDE OF JIM DRURY WAY, IN THE CITY OF CAPE GIRARDEAU, MISSOURI

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

ARTICLE 1. Schedule F of Section 26-247 of the Code of Ordinances of the City of Cape Girardeau, Missouri, is hereby amended by establishing no parking anytime at the following location:

Jim Drury Way - North Side, from Veterans Memorial Drive to Limbaugh Lane.

ARTICLE 2. It is the intention of the governing body and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of the City of Cape Girardeau, Missouri, and the sections of this Code may be renumbered to accomplish such intention.

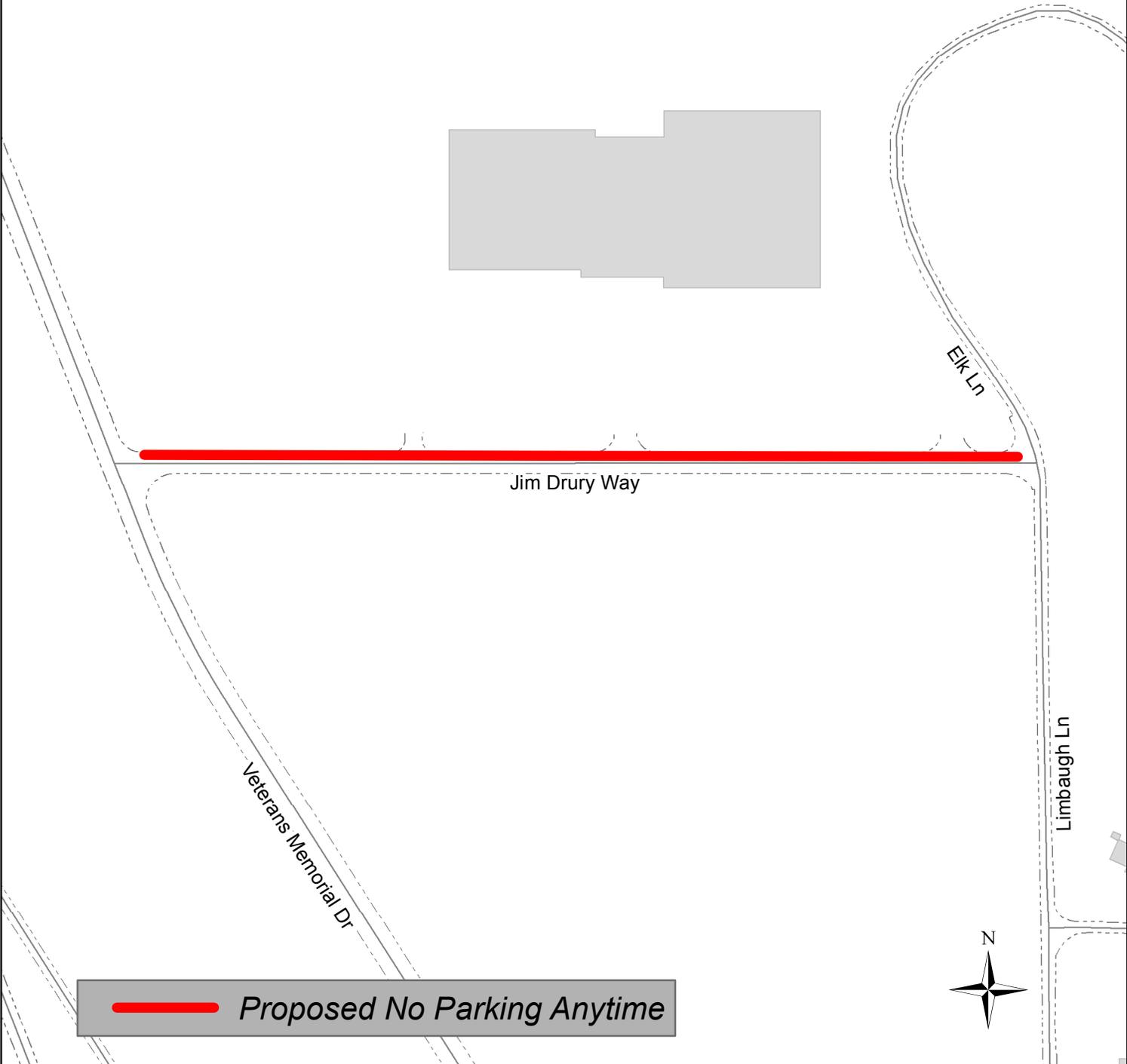
ARTICLE 3. This ordinance shall take effect and be in force from and after ten days after its final passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 2019.

Bob Fox, Mayor

Bruce Taylor, Deputy City Clerk

***City of Cape Girardeau
Traffic Schedule F
Proposed No Parking Anytime
Jim Drury Way***



Proposed No Parking Anytime

Staff: Kelly Green P.E., City Engineer
Agenda: 8/5/2019

AGENDA REPORT
Cape Girardeau City Council

19-181

SUBJECT

Ordinance to amend Traffic Schedule A of Section 26-228 of the City Code, by repealing the 35 MPH speed limit from Jefferson Avenue to Route 74 and establishing the speed limit on South West End Boulevard between Highway 74 and Southern Expressway.

EXECUTIVE SUMMARY

An Ordinance to amend Traffic Schedule A of Section 26-228 by repealing the 35 MPH speed limit from Jefferson Avenue to Route 74 and establishing the speed limit on South West End Boulevard between Route 74 and Southern Expressway.

BACKGROUND/DISCUSSION

Engineering received an inquiry regarding speed limits on South West End Boulevard. Ordinance No. 1414 (approved January 3, 1979) established a speed limit of 35 MPH on South West End from Jefferson Avenue to Route 74. The Route 74 referred to in this ordinance is the old Route 74, which is now Southern Expressway. Since then, the new Route 74 has been constructed. The attached ordinance establishes the 35 MPH speed limit from the new Route 74 to Southern Expressway.

During the review of this inquiry, it was decided the speed limit of 35 MPH on South West End from Jefferson Avenue to Route 74 should be repealed. The section of South West End Boulevard from Jefferson to new Route 74 will be changed to 30 MPH as all other streets not specifically designated by the ordinance.

FINANCIAL IMPACT

The changing of the traffic schedule will require no direct funding. Public Works crews will install the modified signs on South West End Boulevard.

STAFF RECOMMENDATION

Staff recommends the City Council amend Schedule A of the Traffic Ordinance as stated in the summary attachment as it relates to South West End Boulevard.

ATTACHMENTS:

Name:	Description:
Amending_Sch_A-Speed_Limits_repeal_and_establish_South_West_End_Boulevard.doc	Ordinance
Amend_Schedule_A_S_West_End.pdf	Location Map

BILL NO. 19-125

ORDINANCE NO. _____

AN ORDINANCE AMENDING SCHEDULE A OF SECTION 26-228 OF THE CITY CODE, BY REPEALING CERTAIN SPEED LIMITS ON SOUTH WEST END BOULEVARD AND ESTABLISHING NEW SPEED LIMITS ON SOUTH WEST END BOULEVARD, IN THE CITY OF CAPE GIRARDEAU, MISSOURI

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

ARTICLE 1. Schedule A of Section 26-228 of the Code of Ordinances of the City of Cape Girardeau, Missouri, is hereby amended by repealing the speed limit along South West End Boulevard, in the City of Cape Girardeau, Missouri, at the following locations:

South West End Boulevard from Jefferson Avenue to MO Route 74/Shawnee Parkway - 35 MPH.

ARTICLE 2. Schedule A of Section 26-228 of the Code of Ordinances of the City of Cape Girardeau, Missouri, is hereby amended by establishing speed limits in the City of Cape Girardeau, Missouri, at the following locations:

South West End Boulevard from Jefferson Avenue to MO Route 74/Shawnee Parkway - 30 MPH.

South West End Boulevard from MO Route 74/Shawnee Parkway to Southern Expressway - 35 MPH.

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

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2019.

Bob Fox, Mayor

ATTEST:

Bruce Taylor, Deputy City Clerk

Staff: Kelly Green, P.E., City Engineer
Agenda: 8/19/2019

AGENDA REPORT
Cape Girardeau City Council

19-183

SUBJECT

A Resolution authorizing the City Manager to execute an agreement for a General Services Agreement for general works and infrastructure projects with Koehler Engineering and Land Surveying, Inc.

EXECUTIVE SUMMARY

The attached General Services Agreement will allow the Engineering Division to issue task orders to Koehler Engineering and Land Surveying, Inc. for professional services necessary to complete any general works and infrastructure projects. The attached General Services Agreement is a renewal of the previous General Services Agreement approved by Council July 7, 2014.

BACKGROUND/DISCUSSION

The purpose of the attached General Services Agreement is to set the general contract provisions between the consultant and the City. From the General Services Agreement, Task Orders will be issued for defining the specific work, scope, and fee for each task. The City Manager will be authorized to sign the task orders on behalf of the City.

FINANCIAL IMPACT

All costs will be generated per the Task Orders and will be charged to the specific projects utilizing various funds necessary.

SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS

STAFF RECOMMENDATION

Staff recommends the Council approve a Resolution authorizing the City Manager to enter into an Agreement with Koehler Engineering and Land Surveying, Inc. for general works and infrastructure projects.

ATTACHMENTS:

Name:	Description:
Agreement_Koehler_Engineering_General_Services.doc	Resolution
Koehler_Engineering_Land_Surveying_Inc_-_General_Services_Agreement.pdf	Koehler Engineering & Land Surveying, Inc. GSA

BILL NO. 19-121

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH KOEHLER ENGINEERING AND LAND SURVEYING, INC., FOR GENERAL ENGINEERING AND INFRASTRUCTURE PROJECTS, IN THE CITY OF CAPE GIRARDEAU, MISSOURI

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

ARTICLE 1. The City Manager, for and on behalf of the City of Cape Girardeau, Missouri, is hereby authorized to execute an Agreement with Koehler Engineering and Land Surveying, Inc., for general engineering and infrastructure projects, in the City of Cape Girardeau, Missouri. The Agreement shall be in substantially the form attached hereto, which document is hereby approved by the City Council, and incorporated herein by reference, with such changes therein as shall be approved by the officers of the City executing the same.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2019.

Bob Fox, Mayor

ATTEST:

Bruce Taylor, Deputy City Clerk

**CONTRACT
For
Engineering Services**

CONSULTANT NAME: Koehler Engineering and Land Surveying, Inc.

THIS CONTRACT is between City of Cape Girardeau, Missouri, hereinafter referred to as the "City", and Koehler Engineering and Land Surveying, Inc., 194 Coker Lane, Cape Girardeau, Missouri 63701, hereinafter referred to as the "Consultant".

INASMUCH as funds have been made available by the City through various sources, the City intends to complete general works and infrastructure projects and requires professional engineering, land surveying, and inspection services. The Consultant, upon the City's request through written Task Orders, will provide the City with any and all professional services hereinafter detailed for the planning, design and/or construction inspection of the desired improvements and the City will pay the Consultant as provided in this contract and subsequent Task Orders. It is mutually agreed as follows:

ARTICLE I - SCOPE OF SERVICES

A. **DESIGN PHASE** - The Consultant will if requested by the City:

1. determine the needs of the City for the project;
2. conduct topographic, property and utility surveys sufficient to develop plans for the project;
3. arrange for subsurface investigations if needed, and make recommendations for structure foundations and pavement sections;
4. perform traffic studies and/or traffic modeling if needed;
5. conduct hydraulic studies, prepare alternative designs and cost estimates, develop preliminary plans, and recommend to the City the best overall general design based on these studies;
6. submit appropriate copies of preliminary plans, estimates and/or studies for review by the City;
7. prepare detailed construction plans, cost estimates, specifications and related documents as necessary, including a Stormwater Pollution Prevention Plan (SWPPP) for the purpose of soliciting bids for constructing the project. Provision will be made in the contract documents for that portion of the work that will be performed by City's forces;
8. secure adequate property title information, determine right-of-way requirements, prepare right-of-way plans, legal descriptions, and exhibits, and assist the City in acquiring the right-of-way deeds and necessary easements needed for the project;

9. ensure compliance with water quality requirements by coordinating with the Missouri Department of Natural Resources and the U.S. Army Corps of Engineers and also ensure compliance with the requirements of the Federal Emergency Management Agency (FEMA);
 10. ensure compliance with historic preservation requirements through coordination with the Missouri Department of Natural Resources, and if deemed necessary, arrange to have the site examined by a qualified archaeologist on a subcontract basis;
 11. ensure compliance with all regulations in regards to noise abatement and air quality, if necessary; and
 12. after making final corrections resulting from reviews by agencies involved, provide the City with the appropriate sets of completed plans, specifications, studies and/or cost estimates for the purpose of obtaining construction authorization from the City.
- B. BIDDING PHASE** - If requested by the City, the Consultant will assist the City in advertising for bids and evaluating bids.
1. Bids Exceeding Cost Estimate: If all bids exceed Consultant's Estimate, due to error or negligence on the Consultant, the Consultant shall, at the request of City and for no additional cost, prepare a report for City identifying why all the bids exceed the estimate. The City has four (4) options if all bids exceed Consultant's Estimate. The City may: (1) give written approval of an increase in the Project cost; (2) authorize rebidding of the Project, (3) terminate the Project and this Agreement, or (4) cooperate in revising the Project scope, plans, or specifications, or all as necessary to reduce the construction cost. In the case of (4), Consultant, without additional charge to City, shall consult with City and shall revise and modify the scope, plans, or specifications as necessary to achieve compliance with the Consultant's Estimate.
- C. CONSTRUCTION PHASE** - If requested by the City, the Consultant will serve as the City's representative for administering the terms of the construction contract between City and their Contractor. Consultant will endeavor to protect the City against defects and deficiencies in workmanship and materials in work by the Contractor. However, the furnishing of such project representation will not make Consultant responsible for the construction methods and procedures used by the Contractor or for the Contractor's failure to perform work in accordance with the contract documents. Consultant's services will include more specifically as follows if needed:
1. assist the City with a preconstruction conference to discuss project details with the Contractor;
 2. make periodic site visits to observe the Contractor's progress and quality of work, and to determine if the work conforms to the contract documents. The Consultant will accompany City representatives on visits of the project site as requested;
 3. check shop drawings and review schedules and drawings submitted by the Contractor;

4. reject work not conforming to the project documents;
5. prepare change orders for issuance by the City as necessary and assure that proper approvals are made prior to work being performed;
6. review wage rates, postings, equal employment opportunity and other related items called for in the contract documents;
7. inspect materials, review material certifications furnished by Contractor, sample concrete and other materials as required, and arrange for laboratory testing of samples by others on a subcontract basis. Independent assurance samples and tests will be performed by City personnel and such sampling and testing is excluded from the work to be performed by the Consultant under this contract;
8. maintain progress diary and other project records, measure and document quantities, and review monthly estimates for payments due the Contractor;
9. be present during critical construction operations, including but not limited to the following:
 - a. structure layout;
 - b. excavation and backfilling;
 - c. driving of piles;
 - d. checking of reinforcing steel prior to concrete placement;
 - e. concrete batching and pouring;
 - f. placement of girders; and
 - g. placement of surfacing materials; and
10. participate in final inspection, provide the City with project documentation (diaries, test results, certifications, etc.), and provide as-built plans for the City's records.

ARTICLE II - ADDITIONAL SERVICES

The City reserves the right to request additional work; changed or unforeseen conditions may require changes and work beyond the scope of this contract. In this event, a supplement to this agreement shall be executed and submitted for the approval of City prior to performing the additional or changed work or incurring any additional cost thereof. Any change in compensation will be covered in the supplement.

ARTICLE III - RESPONSIBILITIES OF CITY

The City will cooperate fully with the Consultant in the development of the project, including the following:

- A. make available all information pertaining to the project which may be in the possession of the City;

- B. provide the Consultant with the City's requirements for the project;
- C. make provisions for the Consultant to enter upon property at the project site for the performance of his duties;
- D. examine all studies and layouts developed by the Consultant and render decisions thereon in a prompt manner so as not to delay the Consultant;
- E. designate a City employee to act as City's representative under this contract, such person shall have authority to transmit instructions, interpret the City's policies and render decisions with respect to matters covered by this agreement;
- F. perform appraisals and appraisal review, negotiate with property owners and otherwise provide all services in connection with acquiring all right-of-way and easements needed to construct this project.

ARTICLE IV - PERIOD OF SERVICE

The Consultant will commence work within two weeks after receiving signed a Task Order and notice to proceed from the City. The phases of work shall be completed in accordance with the associated Task Order.

The times are exclusive of review time by other agencies and exclusive of time needed to acquire right-of-way. The City will grant time extensions for unavoidable delays beyond the control of the Consultant. Requests for extensions of time should be requested in writing by the Consultant, stating fully the reasons for the request.

ARTICLE V - STANDARDS

The Consultant shall be responsible for working with the City in determining the appropriate design parameters and construction specifications for the project using good Engineering judgment based on the specific site conditions, City needs, and guidance provided in the most current version of the City of Cape Girardeau's Standard Specifications and Drawings. If the project is on MoDOT Right-of-Way, then the latest version of the Engineering Policy Guide (EPG) and Missouri Standard Specifications for Highway Construction shall be followed.

ARTICLE VI - COMPENSATION

For services provided under this contract, the City will compensate the Consultant as determined in the Task Order based on Consultant's Charge Out Rates as determined below:

1. Charge Out rates shall include all direct payroll, general and administrative overhead, specialized equipment costs, payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay.

2. Additional work incurred by others on a subcontract basis, said costs are to be passed through the Consultant on the basis of reasonable and actual cost as invoiced by the subcontractors, only if required and approved by the City.

METHOD OF PAYMENT – Unless otherwise stated in the Task Order, partial payments will be made to the Consultant for work satisfactorily completed upon receipt of itemized invoices by the City.

1. Invoices will be submitted monthly. Invoices submitted on or before the 20th day of any month shall become due and payable on the 10th day of the following month. Invoices for each Task Order shall be submitted separately.
2. City's Right to Withhold Payment. In the event the City becomes informed that any representations of the Consultant provided in its monthly billing, are wholly or partially inaccurate, City may withhold payment of sums then or in the future otherwise due to the Consultant until the inaccuracy and the cause thereof, is corrected to the City's reasonable satisfaction. The Consultant shall correct or revise any errors or deficiencies in its designs, drawings or specifications without additional compensation when due solely to Consultant's negligent acts, errors, or omissions.

PROPERTY ACCOUNTABILITY - If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.

ARTICLE VII - COVENANT AGAINST CONTINGENT FEES

The Consultant warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the City shall have the right to annul this agreement without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

ARTICLE VIII - SUBLETTING, ASSIGNMENT OR TRANSFER

No portion of the work covered by this contract, the contract itself, or any Task Order, except as provided herein, shall be assigned, sublet or transferred without the written consent of the City. The subletting of the work shall not relieve the Consultant of his primary responsibility for the quality and performance of the work. The Consultant may engage subcontractors for the purposes of: foundation borings and tests, abstracts of title, archaeological studies and environmental studies, if required and approved by the City.

ARTICLE IX - PROFESSIONAL ENDORSEMENT

All plans, specifications and other documents shall be endorsed by the Consultant and shall reflect the name and seal of the Professional Engineer endorsing the work. By signing and sealing the Plans, Specifications, and Estimate submittals the Engineer of Record will be representing to the City that the design is meeting the intent of the program. Any review or approval by the City of any documents prepared by the Consultant and/or its subconsultants including but not limited to the plans and specifications, shall be solely for the purpose of determining whether such documents are consistent with City's construction program and intent and shall not be construed as approval of same by City. No review of such documents shall relieve Consultant of its responsibility for the accuracy, adequacy, fitness, suitability, and coordination of its work product.

Consultant shall assign only qualified personnel to perform any service concerning the Project. At the time of execution of the Task Order, the parties will agree on the Project Manager for the Task. This person shall be the primary contact with the City's Project Manager and shall have authority to bind Consultant.

ARTICLE X - RETENTION OF RECORDS

The Consultant shall maintain all records, survey notes, design documents, cost and accounting records, construction records, and other records pertaining to this contract and to the project covered by this contract, for a period of not less than three years following final payment by City. Said records shall be made available for inspection by authorized representatives of the City during regular working hours at the Consultant's place of business.

ARTICLE XI - OWNERSHIP OF DOCUMENTS

Plans, tracings, maps, and specifications prepared under this contract shall be delivered to and become the property of the City upon termination or completion of work. Basic survey notes, design computations, and other data prepared under this contract shall be made available to the City upon request. All such information produced under this contract shall be available for use by the City without restriction or limitation on its use. If the City incorporates any portion of the work into a project other than that for which it was performed, the City shall save the Consultant harmless from any claims and liabilities resulting from such use.

ARTICLE XII - TERMINATION

The City may terminate the contract at any time by giving written notice. If the contract is terminated because the project is abandoned or postponed by the City, the Consultant will be paid for actual time and covered expenses incurred up to the date of termination, plus a pro-rated portion of any fixed fee.

If the contract is terminated due to the Consultant's services being unsatisfactory in the judgment of the City, or if the Consultant fails to prosecute the work with due diligence, the City may procure completion of the work in such manner as it deems to be in the best interest of the City. A Notice of Termination will be sent to the Consultant and the Consultant shall have a period of ten (10) days to remedy the cause for termination. The Consultant will be responsible for any excess cost in addition to that provided for in this contract or any damages the City may sustain by reason of the termination

of this contract due to unsatisfactory performances or prosecution. When Consultant services have been so terminated, such termination shall not affect any rights or remedies of the City against the Consultant then existing or which may later accrue. Similarly, any retention or payment of monies due the Consultant shall not release the Consultant from liability.

ARTICLE XIII - DECISIONS UNDER THIS CONTRACT

The City will determine the acceptability of work performed under this contract, and will decide all questions which may arise concerning the project. The City's decision shall be final and conclusive.

ARTICLE XIV - SUCCESSORS AND ASSIGNS

Subject to the restrictions on assignments in Article VIII above, the City and the Consultant agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

ARTICLE XV - COMPLIANCE WITH LAWS

The Consultant shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964 and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract. Consultant shall further comply with the following state law requirements:

Work Authorization Program. If the Contract is for services expected to cost more than \$5,000.00, the Consultant shall comply with of Section 285.530 RSMo., pertaining to enrollment and participation in a federal work authorization program (as defined therein) and shall provide verification through an affidavit (attached as Attachment C) that the Consultant (1) does not knowingly employ any person who is an unauthorized alien in connection with the Contract and (2) is enrolled in a federal work authorization program and provide documentary proof thereof. The affidavit shall contain the notarized signature of the registered agent, legal representative, or corporate officer of the Consultant including but not limited to the human resources director or their equivalent.

Proof of Lawful Presence. Section 208.009 RSMo., requires that all applicants at the time of application for any contract provided by a local government provide "affirmative proof that the applicant is a citizen or a permanent resident of the United States or is lawfully present in the United States." Consultant's affirmative proof must be established through (i) a Missouri driver's license, (ii) any "documentary evidence recognized by the department of revenue when processing an application for a driver's license," or (iii) "any document issued by the federal government that confirms an alien's lawful presence in the United States." §208.009.3

ARTICLE XVI - RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Consultant agrees to save harmless the City from all claims and liability due to his negligent acts or the negligent acts of his employees, agents, or subcontractors. The City shall be entitled to recover its actual attorneys' fees from Consultant for the City's enforcement of this Agreement.

ARTICLE XVII - INSURANCE

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

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

Unless another amount is agreed to by the City based on the circumstances, the Consultant and his subconsultants shall procure and maintain during the life of this Agreement insurance of the types and minimum amounts as follows:

<u>Insurance Type</u>	<u>Amount</u>
Worker's Compensation:	In full compliance with statutory requirements of Federal and State of Missouri
Comprehensive General and Professional Liability, including: Comprehensive Automobile Liability, Employer Liability, City's Protective Bodily Injury Including Death, and City's Protective Property Damage:	\$429,000 each person \$2,865,000 each occurrence

The City's Protective policy shall name the City as the Insured. Certificates evidencing such insurance shall be furnished to the City prior to the Consultant commencing the work on this project. The certificates must state, "The CITY OF CAPE GIRARDEAU is an additional insured". The City reserves the right to adjust the limit coverage requirements in accordance with changes in the statutory sovereign immunity limits over the life of this contract to reflect any changes in the limits as published by the Missouri Department of Insurance in the state register pursuant to RSMo. §537.610.

The Consultant shall, upon request at any time, provide the City with certificates of insurance evidencing the Consultant's commercial general or professional liability policies and evidencing that they and all other required insurance is in effect, as to the services under this Contract.

Any insurance policy required as specified in this Article shall be written by a company that is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

ARTICLE XVIII - FINDINGS CONFIDENTIAL

To the fullest extent permitted by law, all reports, information, data, etc. prepared or assembled by the Consultant under this contract are confidential, and the Consultant agrees they shall not be made available to any individual or organization without the prior written approval of the City.

ARTICLE XIX - NONDISCRIMINATION

The Consultant, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors. The Consultant will comply with Title VI of the Civil Rights Act of 1964, as amended. More specifically, the Consultant will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this contract. In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Consultant's obligations under this contract and the regulations relative to non-discrimination on the ground of color, race or national origin.

ARTICLE XIX - PERIOD OF SERVICE

This contract shall remain in effect for five years from the date accepted by the City of Cape Girardeau City Council.

ARTICLE XX - ATTACHMENTS

The following exhibits are attached hereto and are hereby made part of this contract:

Attachment A - Charge out rates for 2019, 2020, 2021, 2022, 2023 and 2024

Attachment B - Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions

Attachment C— Affidavit of Participation in Federal Work Authorization Program

CITY of CAPE GIRARDEAU

DEVELOPMENT SERVICES

Executed by the Consultant this 11th day of July, 2019.

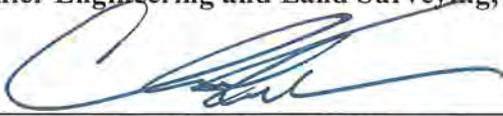
Executed by the City this _____ day of _____, 20__.

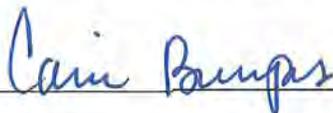
FOR: CITY OF CAPE GIRARDEAU

BY: _____
City Manager, Scott Meyer

ATTEST: _____
City Clerk

FOR: Koehler Engineering and Land Surveying, Inc.

BY: 
Chris Koehler, PE, PLS, President

ATTEST: 

Attachment 'A'

Rates for Professional Services

KOEHLER ENGINEERING & LAND SURVEYING, INC.

General Labor Rates for Standard Projects - 2019-2024: Cape Girardeau General Services Agreement (GSA) Projects
(Classifications Listed Below; Standard M-F 8 hours between 8:00 to 5:00. OT will be charged at a rate of 1.5x standard rate)

Employee Classification

	Hourly Rate					
	2019	2020	2021	2022	2023	2024
Expert Witness	\$ 206.00	\$ 212.18	\$ 218.55	\$ 225.10	\$ 231.85	\$ 238.81
Principal Engineer	\$ 150.00	\$ 154.50	\$ 159.14	\$ 163.91	\$ 168.83	\$ 173.89
Sr. Professional Engineer (PE)	\$ 113.30	\$ 116.70	\$ 120.20	\$ 123.81	\$ 127.52	\$ 131.35
Professional Engineer (PE)	\$ 97.85	\$ 100.79	\$ 103.81	\$ 106.92	\$ 110.13	\$ 113.43
Environmental Professional	\$ 97.85	\$ 100.79	\$ 103.81	\$ 106.92	\$ 110.13	\$ 113.43
Registered Geologist	\$ 97.85	\$ 100.79	\$ 103.81	\$ 106.92	\$ 110.13	\$ 113.43
Engineer II	\$ 72.10	\$ 74.26	\$ 76.49	\$ 78.79	\$ 81.15	\$ 83.58
Engineer I	\$ 66.95	\$ 68.96	\$ 71.03	\$ 73.16	\$ 75.35	\$ 77.61
Senior Engineering Technician	\$ 66.95	\$ 68.96	\$ 71.03	\$ 73.16	\$ 75.35	\$ 77.61
Engineering Technician	\$ 61.80	\$ 63.65	\$ 65.56	\$ 67.53	\$ 69.56	\$ 71.64
Registered Land Surveyor	\$ 82.40	\$ 84.87	\$ 87.42	\$ 90.04	\$ 92.74	\$ 95.52
Lead Surveyor	\$ 61.80	\$ 63.65	\$ 65.56	\$ 67.53	\$ 69.56	\$ 71.64
2 Man Conventional Survey Crew	\$ 128.75	\$ 132.61	\$ 136.59	\$ 140.69	\$ 144.91	\$ 149.26
3 Man Conventional Survey Crew	\$ 149.35	\$ 153.83	\$ 158.45	\$ 163.20	\$ 168.09	\$ 173.14
Hydrographic Survey Crew	\$ 257.50	\$ 265.23	\$ 273.18	\$ 281.38	\$ 289.82	\$ 298.51
Ultrasonic Weld Testing Technician	\$ 87.55	\$ 90.18	\$ 92.88	\$ 95.67	\$ 98.54	\$ 101.49
Magnetic Partical Testing Technician	\$ 82.40	\$ 84.87	\$ 87.42	\$ 90.04	\$ 92.74	\$ 95.52
Senior Construction Inspector / Materials Tech.	\$ 57.68	\$ 59.41	\$ 61.19	\$ 63.03	\$ 64.92	\$ 66.87
Junior Construction Inspector / Materials Tech.	\$ 51.50	\$ 53.05	\$ 54.64	\$ 56.28	\$ 57.96	\$ 59.70
Clerical / Administrative	\$ 36.05	\$ 37.13	\$ 38.25	\$ 39.39	\$ 40.57	\$ 41.79

Testing Fees:

	Year ->	Per Test, Unless Noted Otherwise:				
		2019	2020	2021	2022	2023-2024
<u>Concrete / Asphalt / Masonry:</u>						
Concrete Mix Design, Testing, report (Sub-Con.)		\$ 1,287.50	\$ 1,326.13	\$ 1,365.91	\$ 1,406.89	\$ 1,449.09
Aggregate Base Gradation Design / Spec. for Concrete		\$ 515.00	\$ 530.45	\$ 546.36	\$ 562.75	\$ 579.64
Cylinder - Cube: Cast / Break		\$ 20.60	\$ 21.22	\$ 21.85	\$ 22.51	\$ 23.19
Floor Flatness / Floor Level (FF/FL); Machine rent per day:		\$ 257.50	\$ 265.23	\$ 273.18	\$ 281.38	\$ 289.82
Capping Cylinders (when necessary, if cast by others)		\$ 15.45	\$ 15.91	\$ 16.39	\$ 16.88	\$ 17.39
Masonry Prism - Cast, Cure, Break		\$ 82.40	\$ 84.87	\$ 87.42	\$ 90.04	\$ 92.74
Concrete Coring: Min.(\$350.00 per day) (Per Hr.)		\$ 99.72	\$ 102.71	\$ 105.79	\$ 108.97	\$ 112.24
Bit Wear (Per Inch):		\$ 5.25	\$ 5.41	\$ 5.57	\$ 5.74	\$ 5.91
Equipment Rental (Per Day)		\$ 77.25	\$ 79.57	\$ 81.95	\$ 84.41	\$ 86.95
Nuclear Gage (Per Day):		\$ 32.96	\$ 33.95	\$ 34.97	\$ 36.02	\$ 37.10
<u>Steel Inspection:</u>						
Magnetic Particle Testing Supplies (Per Day)		\$ 51.50	\$ 53.05	\$ 54.64	\$ 56.28	\$ 57.96
Ultrasonic Testign Equipment (Per Day)		\$ 51.50	\$ 53.05	\$ 54.64	\$ 56.28	\$ 57.96
<u>Soil (asphalt as applicable):</u>						
Atterburg Limits (Liquid, Plastic, Plasticity Index)		\$ 180.25	\$ 185.66	\$ 191.23	\$ 196.96	\$ 202.87
One Dimensional Consolidation		\$ 360.50	\$ 371.32	\$ 382.45	\$ 393.93	\$ 405.75
CBR, Single Point, Un-soaked		\$ 154.50	\$ 159.14	\$ 163.91	\$ 168.83	\$ 173.89
CBR, Single Point, Soaked		\$ 164.80	\$ 169.74	\$ 174.84	\$ 180.08	\$ 185.48
Tri-Axial Shear / Friction Angle		\$ 463.50	\$ 477.41	\$ 491.73	\$ 506.48	\$ 521.67
Constant Head / Falling Head Permeability		\$ 309.00	\$ 318.27	\$ 327.82	\$ 337.65	\$ 347.78
Load Frame Unconfined Compression:		\$ 133.90	\$ 137.92	\$ 142.05	\$ 146.32	\$ 150.71
Relative Density Test (aggregates)		\$ 180.25	\$ 185.66	\$ 191.23	\$ 196.96	\$ 202.87
Dynamic Penetrometer Bearing Values	Per Hour:	\$ 66.95	\$ 68.96	\$ 71.03	\$ 73.16	\$ 75.35
Standard Procter		\$ 180.25	\$ 185.66	\$ 191.23	\$ 196.96	\$ 202.87
Modified Procter		\$ 206.00	\$ 212.18	\$ 218.55	\$ 225.10	\$ 231.85
Sieve Analysis		\$ 77.25	\$ 79.57	\$ 81.95	\$ 84.41	\$ 86.95

Geotechnical Drilling and Sampling

Mobilization of Drill Rig

Drill Rig Hourly Charge (Techs. on Crew Charged Sep.)

Drilling for Depth to Refusal Only	Per Ft.	\$ 14.42	\$ 14.85	\$ 15.30	\$ 15.76	\$ 16.23	
Drill & Sample with SS:	1' to 40'	Per Ft.	\$ 16.48	\$ 16.97	\$ 17.48	\$ 18.01	\$ 18.55
	40' to 60'	Per Ft.	\$ 18.54	\$ 19.10	\$ 19.67	\$ 20.26	\$ 20.87
	60' to 80'	Per Ft.	\$ 20.60	\$ 21.22	\$ 21.85	\$ 22.51	\$ 23.19
	80' to 100'	Per Ft.	\$ 22.66	\$ 23.34	\$ 24.04	\$ 24.76	\$ 25.50
	100'+	Per Ft.	\$ 30.90	\$ 31.83	\$ 32.78	\$ 33.77	\$ 34.78
Shelby Tube Sampling:	Each:	\$ 66.95	\$ 68.96	\$ 71.03	\$ 73.16	\$ 75.35	
Rock Coring	Per Ft.	\$ 56.65	\$ 58.35	\$ 60.10	\$ 61.90	\$ 63.76	

(Rock coring may be varied based upon rock material, length of individual cores, & total rock coring requirements).

Laboratory Analysis & Report Generation:

Dependent upon Job specifics.

Additional Notes for Rate Schedule:

Report time will be charged at the Senior technician's rate, and calculations if required, will be charged at the Sr. PE rate.

(Slump, temp, and air content provided at no charge when technician is already in field).

Materials charged @ Cost x 1.10; Travel Time is typically charged round trip, and mileage is charged @ \$0.55 / mile,
Per Diem: \$165.00 / day when required

A minimum charge of 3 hours / trip is charged to all job field calls for engineering, surveying, or inspection / testing staff personnel.

** GPS or Robotic Survey Crews will be billed as 2 Man Crew where equipment services as labor replacement:

Services in excess of eight hours per day, services between 5:00 P.M. and 8:00 A.M., Monday through Friday, and work performed Saturdays will be charged at 1.5 x the regular rate. Work Scheduled on Sundays and Holidays will be charged at 2 times the

Additional Rates for many other test, including Marshall mix design, etc. are furnished based upon number of test required and project specifics.

Various Other Test Rates Available upon request:

(Mileage rate subject to adjustment based on fuel prices)

ATTACHMENT B**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -
PRIMARY COVERED TRANSACTIONS****INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction" provided by the department or

agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List at the Excluded Parties List System.
<https://www.epls.gov/epls/search.do?page=A&status=current&agency=69#A>.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters -Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-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 governmental 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 application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ATTACHMENT C
AFFIDAVIT OF PARTICIPATION IN
FEDERAL WORK AUTHORIZATION PROGRAM

Comes now Chris Koehler as President first being duly sworn, on my oath,
affirm Koehler Engineering and Land Surveying, Inc. ("Consultant") 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 General Services Agreement and any incidental
items associated with this work for the duration of the contract, if awarded, in accordance with Section
285.530.2, Revised Statutes of Missouri. I also affirm that the Consultant does not and will not
knowingly employ a person who is an unauthorized alien in connection with the contracted services for
the duration of the contract, if awarded. Attached to this affidavit is documentation of the Consultant's
participation in a federal work authorization program.

(ATTACH DOCUMENTATION SHOWING THAT COMPANY PARTICIPATES IN FEDERAL WORK
AUTHORIZATION PROGRAM. ALSO ATTACH PROOF OF LAWFUL PRESENCE, AS PROVIDED IN THE
GENERAL CONDITIONS)

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 under
Section 575.040, RSMo).

[Handwritten Signature]
Signature (person with authority)

Chris Koehler, PE, PLS
Printed Name

President
Title

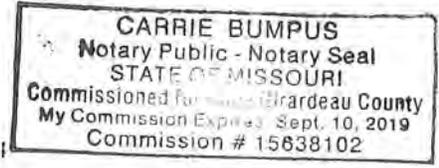
July 11th, 2019
Date

State of Missouri)
County of Cape) ss.

Subscribed and sworn to before me this 11th day of July, 2019.

[Handwritten Signature: Carrie Bumpus]
Notary Public

My commission expires:



**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 **Koehler Engineering and Land Surveying, 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).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on alien employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify User Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative



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nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

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6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking



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adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as

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authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor, the Employer must initiate verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Federal contractors already enrolled at the time of a contract award: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the

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contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

d. Verification of all employees: Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

e. Form I-9 procedures for Federal contractors: The Employer may use a previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor.

2. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible



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after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take

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mandatory refresher tutorials. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.



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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 Koehler Engineering and Land Surveying, Inc.

Koehler L Christopher

Name (Please Type or Print)

Title

Electronically Signed

Signature

11/09/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

11/09/2009

Date





Company ID Number: 275478

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Koehler Engineering and Land Surveying, Inc.

Company Facility Address: 194 Coker Lane

Cape Girardeau, MO 63701

Company Alternate
Address:

County or Parish: CAPE GIRARDEAU

Employer Identification

Number: 431553632

North American Industry
Classification Systems

Code: 237

Parent Company: Koehler Engineering and Land Surveying, Inc.

Number of Employees: 10 to 19

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: 275478

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Stephanie C Koehler	Fax Number:	(573) 335 - 3049
Telephone Number:	(573) 335 - 3026		
E-mail Address:	skoehler@koehlerengineering.com		
Name:	Koehler L Christopher	Fax Number:	(573) 335 - 3049
Telephone Number:	(573) 335 - 3026		
E-mail Address:	ckoehler@koehlerengineering.com		
Name:	Beussink M Jennifer	Fax Number:	(573) 335 - 3049
Telephone Number:	(573) 335 - 3026		
E-mail Address:	jbeussink@koehlerengineering.com		

Staff: Kelly Green, P.E., City Engineer
Agenda: 8/19/2019

AGENDA REPORT
Cape Girardeau City Council

19-184

SUBJECT

A Resolution authorizing the City Manager to execute an agreement for a General Services Agreement for general works and infrastructure projects with Bowen Engineering and Land Surveying, Inc.

EXECUTIVE SUMMARY

The attached General Services Agreement will allow the Engineering Division to issue task orders to Bowen Engineering and Land Surveying, Inc. for professional services necessary to complete any general works and infrastructure projects. The attached General Services Agreement is a renewal of the previous General Services Agreement approved by Council July 7, 2014.

BACKGROUND/DISCUSSION

The purpose of the attached General Services Agreement is to set the general contract provisions between the consultant and the City. From the General Services Agreement, Task Orders will be issued for defining the specific work, scope, and fee for each task. The City Manager will be authorized to sign the task orders on behalf of the City.

FINANCIAL IMPACT

All costs will be generated per the Task Orders and will be charged to the specific projects utilizing various funds necessary.

SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS

STAFF RECOMMENDATION

Staff recommends the Council approve a Resolution authorizing the City Manager to enter into an Agreement with Bowen Engineering and Land Surveying, Inc. for general works and infrastructure projects.

ATTACHMENTS:

Name:	Description:
Agreement_Bowen_Engineering_General_Services.doc	Resolution
Bowen_Engineering_Surveying_Inc_-_General_Services_Agreement.pdf	Bowen Engineering and Land Surveying, Inc. GSA

BILL NO. 19-122

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH BOWEN ENGINEERING AND LAND SURVEYING, INC., FOR GENERAL ENGINEERING AND INFRASTRUCTURE PROJECTS, IN THE CITY OF CAPE GIRARDEAU, MISSOURI

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

ARTICLE 1. The City Manager, for and on behalf of the City of Cape Girardeau, Missouri, is hereby authorized to execute an Agreement with Bowen Engineering and Land Surveying, Inc., for general engineering and infrastructure projects, in the City of Cape Girardeau, Missouri. The Agreement shall be in substantially the form attached hereto, which document is hereby approved by the City Council, and incorporated herein by reference, with such changes therein as shall be approved by the officers of the City executing the same.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2019.

Bob Fox, Mayor

ATTEST:

Bruce Taylor, Deputy City Clerk

**CONTRACT
For
Engineering Services**

CONSULTANT NAME: Bowen Engineering and Surveying, Inc.

THIS CONTRACT is between City of Cape Girardeau, Missouri, hereinafter referred to as the "City", and Bowen Engineering and Surveying, Inc., 2121 Megan Drive, Cape Girardeau, Missouri 63701, Cape Girardeau, Missouri 63701, hereinafter referred to as the "Consultant".

INASMUCH as funds have been made available by the City through various sources, the City intends to complete general works and infrastructure projects and requires professional engineering, land surveying, and inspection services. The Consultant, upon the City's request through written Task Orders, will provide the City with any and all professional services hereinafter detailed for the planning, design and/or construction inspection of the desired improvements and the City will pay the Consultant as provided in this contract and subsequent Task Orders. It is mutually agreed as follows:

ARTICLE I - SCOPE OF SERVICES

A. DESIGN PHASE - The Consultant will if requested by the City:

1. determine the needs of the City for the project;
2. conduct topographic, property and utility surveys sufficient to develop plans for the project;
3. arrange for a qualified geotechnical engineer to complete subsurface investigations if needed, on a subcontract basis and make recommendations for structure foundations and pavement sections;
4. arrange for a qualified traffic engineer to perform traffic studies and/or traffic modeling if needed, on a subcontract basis;
5. conduct hydraulic studies, prepare alternative designs and cost estimates, develop preliminary plans, and recommend to the City the best overall general design based on these studies;
6. submit appropriate copies of preliminary plans, estimates and/or studies for review by the City;
7. prepare detailed construction plans, cost estimates, specifications and related documents as necessary, including a Stormwater Pollution Prevention Plan (SWPPP) for the purpose of soliciting bids for constructing the project. Provision will be made in the contract documents for that portion of the work that will be performed by City's forces;

8. secure adequate property title information, determine right-of-way requirements, prepare right-of-way plans, legal descriptions, and exhibits, and assist the City in acquiring the right-of-way deeds and necessary easements needed for the project;
 9. ensure compliance with water quality requirements by coordinating with the Missouri Department of Natural Resources and the U.S. Army Corps of Engineers and also ensure compliance with the requirements of the Federal Emergency Management Agency (FEMA);
 10. ensure compliance with historic preservation requirements through coordination with the Missouri Department of Natural Resources, and if deemed necessary, arrange to have the site examined by a qualified archaeologist on a subcontract basis;
 11. ensure compliance with all regulations in regards to noise abatement and air quality, if necessary; and
 12. after making final corrections resulting from reviews by agencies involved, provide the City with the appropriate sets of completed plans, specifications, studies and/or cost estimates for the purpose of obtaining construction authorization from the City.
- B. **BIDDING PHASE** - If requested by the City, the Consultant will assist the City in advertising for bids and evaluating bids.
1. Bids Exceeding Cost Estimate: If all bids exceed Consultant's Estimate, due to error or negligence on the Consultant, the Consultant shall, at the request of City and for no additional cost, prepare a report for City identifying why all the bids exceed the estimate. The City has four (4) options if all bids exceed Consultant's Estimate. The City may: (1) give written approval of an increase in the Project cost; (2) authorize rebidding of the Project, (3) terminate the Project and this Agreement, or (4) cooperate in revising the Project scope, plans, or specifications, or all as necessary to reduce the construction cost. In the case of (4), Consultant, without additional charge to City, shall consult with City and shall revise and modify the scope, plans, or specifications as necessary to achieve compliance with the Consultant's Estimate.
- C. **CONSTRUCTION PHASE** - If requested by the City, the Consultant will serve as the City's representative for administering the terms of the construction contract between City and their Contractor. Consultant will endeavor to protect the City against defects and deficiencies in workmanship and materials in work by the Contractor. However, the furnishing of such project representation will not make Consultant responsible for the construction methods and procedures used by the Contractor or for the Contractor's failure to perform work in accordance with the contract documents. Consultant's services will include more specifically as follows if needed:
1. assist the City with a preconstruction conference to discuss project details with the Contractor;

2. make periodic site visits to observe the Contractor's progress and quality of work, and to determine if the work conforms to the contract documents. The Consultant will accompany City representatives on visits of the project site as requested;
3. check shop drawings and review schedules and drawings submitted by the Contractor;
4. reject work not conforming to the project documents;
5. prepare change orders for issuance by the City as necessary and assure that proper approvals are made prior to work being performed;
6. review wage rates, postings, equal employment opportunity and other related items called for in the contract documents;
7. inspect materials, review material certifications furnished by Contractor, sample concrete and other materials as required, and arrange for laboratory testing of samples by others on a subcontract basis. Independent assurance samples and tests will be performed by City personnel and such sampling and testing is excluded from the work to be performed by the Consultant under this contract;
8. maintain progress diary and other project records, measure and document quantities, and review monthly estimates for payments due the Contractor;
9. be present during critical construction operations, including but not limited to the following:
 - a. structure layout;
 - b. excavation and backfilling;
 - c. driving of piles;
 - d. checking of reinforcing steel prior to concrete placement;
 - e. concrete batching and pouring;
 - f. placement of girders; and
 - g. placement of surfacing materials; and
10. participate in final inspection, provide the City with project documentation (diaries, test results, certifications, etc.), and provide as-built plans for the City's records.

ARTICLE II - ADDITIONAL SERVICES

The City reserves the right to request additional work; changed or unforeseen conditions may require changes and work beyond the scope of this contract. In this event, a supplement to this agreement shall be executed and submitted for the approval of City prior to performing the additional or changed work or incurring any additional cost thereof. Any change in compensation will be covered in the supplement.

ARTICLE III - RESPONSIBILITIES OF CITY

The City will cooperate fully with the Consultant in the development of the project, including the following:

- A. make available all information pertaining to the project which may be in the possession of the City;
- B. provide the Consultant with the City's requirements for the project;
- C. make provisions for the Consultant to enter upon property at the project site for the performance of his duties;
- D. examine all studies and layouts developed by the Consultant and render decisions thereon in a prompt manner so as not to delay the Consultant;
- E. designate a City employee to act as City's representative under this contract, such person shall have authority to transmit instructions, interpret the City's policies and render decisions with respect to matters covered by this agreement;
- F. perform appraisals and appraisal review, negotiate with property owners and otherwise provide all services in connection with acquiring all right-of-way and easements needed to construct this project.

ARTICLE IV - PERIOD OF SERVICE

The Consultant will commence work within two weeks after receiving signed a Task Order and notice to proceed from the City. The phases of work shall be completed in accordance with the associated Task Order.

The times are exclusive of review time by other agencies and exclusive of time needed to acquire right-of-way. The City will grant time extensions for unavoidable delays beyond the control of the Consultant. Requests for extensions of time should be requested in writing by the Consultant, stating fully the reasons for the request.

ARTICLE V - STANDARDS

The Consultant shall be responsible for working with the City in determining the appropriate design parameters and construction specifications for the project using good Engineering judgment based on the specific site conditions, City needs, and guidance provided in the most current version of the City of Cape Girardeau's Standard Specifications and Drawings. If the project is on MoDOT Right-of-Way, then the latest version of the Engineering Policy Guide (EPG) and Missouri Standard Specifications for Highway Construction shall be followed.

ARTICLE VI - COMPENSATION

For services provided under this contract, the City will compensate the Consultant as determined in the Task Order based on Consultant's Charge Out Rates as determined below:

1. Charge Out rates shall include all direct payroll, general and administrative overhead, specialized equipment costs, payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay.
2. Additional work incurred by others on a subcontract basis, said costs are to be passed through the Consultant on the basis of reasonable and actual cost as invoiced by the subcontractors, only if required and approved by the City.

METHOD OF PAYMENT – Unless otherwise stated in the Task Order, partial payments will be made to the Consultant for work satisfactorily completed upon receipt of itemized invoices by the City.

1. Invoices will be submitted monthly. Invoices submitted on or before the 20th day of any month shall become due and payable on the 10th day of the following month. Invoices for each Task Order shall be submitted separately.
2. City's Right to Withhold Payment. In the event the City becomes informed that any representations of the Consultant provided in its monthly billing, are wholly or partially inaccurate, City may withhold payment of sums then or in the future otherwise due to the Consultant until the inaccuracy and the cause thereof, is corrected to the City's reasonable satisfaction. The Consultant shall correct or revise any errors or deficiencies in its designs, drawings or specifications without additional compensation when due solely to Consultant's negligent acts, errors, or omissions.

PROPERTY ACCOUNTABILITY - If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.

ARTICLE VII - COVENANT AGAINST CONTINGENT FEES

The Consultant warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the City shall have the right to annul this agreement without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

ARTICLE VIII - SUBLETTING, ASSIGNMENT OR TRANSFER

No portion of the work covered by this contract, the contract itself, or any Task Order, except as provided herein, shall be assigned, sublet or transferred without the written consent of the City. The subletting of the work shall not relieve the Consultant of his primary responsibility for the quality and

performance of the work. The Consultant may engage subcontractors for the purposes of: foundation and/or geotechnical borings and tests, abstracts of title, archaeological studies and environmental studies, traffic studies, if required and approved by the City.

ARTICLE IX - PROFESSIONAL ENDORSEMENT

All plans, specifications and other documents shall be endorsed by the Consultant and shall reflect the name and seal of the Professional Engineer endorsing the work. By signing and sealing the Plans, Specifications, and Estimate submittals the Engineer of Record will be representing to the City that the design is meeting the intent of the program. Any review or approval by the City of any documents prepared by the Consultant and/or its subconsultants including but not limited to the plans and specifications, shall be solely for the purpose of determining whether such documents are consistent with City's construction program and intent and shall not be construed as approval of same by City. No review of such documents shall relieve Consultant of its responsibility for the accuracy, adequacy, fitness, suitability, and coordination of its work product.

Consultant shall assign only qualified personnel to perform any service concerning the Project. At the time of execution of the Task Order, the parties will agree on the Project Manager for the Task. This person shall be the primary contact with the City's Project Manager and shall have authority to bind Consultant.

ARTICLE X - RETENTION OF RECORDS

The Consultant shall maintain all records, survey notes, design documents, cost and accounting records, construction records, and other records pertaining to this contract and to the project covered by this contract, for a period of not less than three years following final payment by City. Said records shall be made available for inspection by authorized representatives of the City during regular working hours at the Consultant's place of business.

ARTICLE XI - OWNERSHIP OF DOCUMENTS

Plans, tracings, maps, and specifications prepared under this contract shall be delivered to and become the property of the City upon termination or completion of work. Basic survey notes, design computations, and other data prepared under this contract shall be made available to the City upon request. All such information produced under this contract shall be available for use by the City without restriction or limitation on its use. If the City incorporates any portion of the work into a project other than that for which it was performed, the City shall save the Consultant harmless from any claims and liabilities resulting from such use.

ARTICLE XII - TERMINATION

The City may terminate the contract at any time by giving written notice. If the contract is terminated because the project is abandoned or postponed by the City, the Consultant will be paid for actual time and covered expenses incurred up to the date of termination, plus a pro-rated portion of any fixed fee.

If the contract is terminated due to the Consultant's services being unsatisfactory in the judgment of the City, or if the Consultant fails to prosecute the work with due diligence, the City may procure

completion of the work in such manner as it deems to be in the best interest of the City. A Notice of Termination will be sent to the Consultant and the Consultant shall have a period of ten (10) days to remedy the cause for termination. The Consultant will be responsible for any excess cost in addition to that provided for in this contract or any damages the City may sustain by reason of the termination of this contract due to unsatisfactory performances or prosecution. When Consultant services have been so terminated, such termination shall not affect any rights or remedies of the City against the Consultant then existing or which may later accrue. Similarly, any retention or payment of monies due the Consultant shall not release the Consultant from liability.

ARTICLE XIII - DECISIONS UNDER THIS CONTRACT

The City will determine the acceptability of work performed under this contract, and will decide all questions which may arise concerning the project. The City's decision shall be final and conclusive.

ARTICLE XIV - SUCCESSORS AND ASSIGNS

Subject to the restrictions on assignments in Article VIII above, the City and the Consultant agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

ARTICLE XV - COMPLIANCE WITH LAWS

The Consultant shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964 and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract. Consultant shall further comply with the following state law requirements:

Work Authorization Program. If the Contract is for services expected to cost more than \$5,000.00, the Consultant shall comply with of Section 285.530 RSMo., pertaining to enrollment and participation in a federal work authorization program (as defined therein) and shall provide verification through an affidavit (attached as Attachment C) that the Consultant (1) does not knowingly employ any person who is an unauthorized alien in connection with the Contract and (2) is enrolled in a federal work authorization program and provide documentary proof thereof. The affidavit shall contain the notarized signature of the registered agent, legal representative, or corporate officer of the Consultant including but not limited to the human resources director or their equivalent.

Proof of Lawful Presence. Section 208.009 RSMo., requires that all applicants at the time of application for any contract provided by a local government provide "affirmative proof that the applicant is a citizen or a permanent resident of the United States or is lawfully present in the United States." Consultant's affirmative proof must be established through (i) a Missouri driver's license, (ii) any "documentary evidence recognized by the department of revenue when processing an application for a driver's license," or (iii) "any document issued by the federal government that confirms an alien's lawful presence in the United States." §208.009.3

ARTICLE XVI - RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Consultant agrees to save harmless the City from all claims and liability due to his negligent acts or the negligent acts of his employees, agents, or subcontractors. The City shall be entitled to recover its actual attorneys' fees from Consultant for the City's enforcement of this Agreement.

ARTICLE XVII - INSURANCE

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

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

Unless another amount is agreed to by the City based on the circumstances, the Consultant and his subconsultants shall procure and maintain during the life of this Agreement insurance of the types and minimum amounts as follows:

<u>Insurance Type</u>	<u>Amount</u>
Worker's Compensation:	In full compliance with statutory requirements of Federal and State of Missouri
Comprehensive General and Professional Liability, including: Comprehensive Automobile Liability, Employer Liability, City's Protective Bodily Injury Including Death, and City's Protective Property Damage:	\$429,000 each person \$2,865,000 each occurrence

The City's Protective policy shall name the City as the Insured. Certificates evidencing such insurance shall be furnished to the City prior to the Consultant commencing the work on this project. The certificates must state, "The CITY OF CAPE GIRARDEAU is an additional insured". The City reserves the right to adjust the limit coverage requirements in accordance with changes in the statutory sovereign immunity limits over the life of this contract to reflect any changes in the limits as published by the Missouri Department of Insurance in the state register pursuant to RSMo. §537.610.

The Consultant shall, upon request at any time, provide the City with certificates of insurance evidencing the Consultant's commercial general or professional liability policies and evidencing that they and all other required insurance is in effect, as to the services under this Contract.

Any insurance policy required as specified in this Article shall be written by a company that is incorporated in the United States of America or is based in the United States of America. Each

insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

ARTICLE XVIII - FINDINGS CONFIDENTIAL

To the fullest extent permitted by law, all reports, information, data, etc. prepared or assembled by the Consultant under this contract are confidential, and the Consultant agrees they shall not be made available to any individual or organization without the prior written approval of the City.

ARTICLE XIX - NONDISCRIMINATION

The Consultant, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors. The Consultant will comply with Title VI of the Civil Rights Act of 1964, as amended. More specifically, the Consultant will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this contract. In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Consultant's obligations under this contract and the regulations relative to non-discrimination on the ground of color, race or national origin.

ARTICLE XIX - PERIOD OF SERVICE

This contract shall remain in effect for five years from the date accepted by the City of Cape Girardeau City Council.

ARTICLE XX - ATTACHMENTS

The following exhibits are attached hereto and are hereby made part of this contract:

Attachment A - Charge out rates for 2019, 2020, 2021, 2022, 2023 and 2024

Attachment B - Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions

Attachment C-- Affidavit of Participation in Federal Work Authorization Program

Executed by the Consultant this 26th day of July, 2019

Executed by the City this ____ day of _____, 20__.

FOR: CITY OF CAPE GIRARDEAU

BY: _____
City Manager, Scott Meyer

ATTEST: _____
City Clerk

FOR: BOWEN ENGINEERING AND SURVEYING, INC.

BY: Chris Bowen
Chris Bowen, President

ATTEST: Angie Davis

ATTACHMENT "A"

CHARGE OUT RATES

DISCIPLINE	Hourly Rate					
	2019	2020	2021	2022	2023	2024
Principal	\$123.00	\$128.00	\$132.00	\$134.00	\$136.00	\$137.00
Professional Engineer	\$98.00	\$100.00	\$103.00	\$105.00	\$106.00	\$107.00
Professional Land Surveyor	\$85.00	\$87.00	\$89.00	\$91.00	\$92.00	\$93.00
Engineering Intern	\$78.00	\$81.00	\$83.00	\$85.00	\$86.00	\$87.00
Engineering Technician	\$78.00	\$81.00	\$83.00	\$85.00	\$86.00	\$87.00
1 Man Survey Crew (With GPS Enabled Rover)	\$123.00	\$128.00	\$132.00	\$134.00	\$136.00	\$137.00
2 Man Survey Crew	\$123.00	\$128.00	\$132.00	\$134.00	\$136.00	\$137.00
3 Man Survey Crew	\$162.00	\$168.00	\$173.00	\$176.00	\$178.00	\$179.00
GPS Enabled ATV	\$206.00	\$213.00	\$220.00	\$223.00	\$226.00	\$228.00
CADD Technician	\$72.00	\$74.00	\$76.00	\$78.00	\$79.00	\$79.00
Testing Technician	\$59.00	\$60.00	\$62.00	\$63.00	\$64.00	\$65.00
Office Manager	\$59.00	\$60.00	\$62.00	\$63.00	\$64.00	\$65.00
Direct Costs:						
Vehicle Mileage - IRS Rate (per mile)	\$0.540	\$0.540	\$0.540	\$0.540	\$0.540	\$0.540
Nuclear Density Gauge (per hour)	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00
Moisture Density Control Curve (per curve)	\$275.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00
Sieve Analysis (per test)	\$100.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00
Atterberg Limits (LL, PL, PI) (per test)	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
Concrete Compressive Strength Test (per cylinder)	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
Grout Compressive Strength Test (per cube)	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
Mortar Compressive Strength Test (per cylinder)	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00

Comments

ATTACHMENT B

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction" provided by the department or

agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List at the Excluded Parties List System.
<https://www.epls.gov/epls/search.do?page=A&status=current&agency=69#A>.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters -Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-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 governmental 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 application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ATTACHMENT C
AFFIDAVIT OF PARTICIPATION IN
FEDERAL WORK AUTHORIZATION PROGRAM

Comes now Chris Bowen as President first being duly sworn, on my oath,
affirm Bowen Engineering & Surveying, Inc. ("Consultant") 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 General Services Agreement and any incidental items
associated with this work for the duration of the contract, if awarded, in accordance with Section
285.530.2, Revised Statutes of Missouri. I also affirm that the Consultant does not and will not
knowingly employ a person who is an unauthorized alien in connection with the contracted services for
the duration of the contract, if awarded. Attached to this affidavit is documentation of the Consultant's
participation in a federal work authorization program.

(ATTACH DOCUMENTATION SHOWING THAT COMPANY PARTICIAPTES IN FEDERAL WORK
AUTHORIZATION PROGRAM. ALSO ATTACH PROOF OF LAWFUL PRESENCE, AS PROVIDED IN THE
GENERAL CONDITIONS)

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 under
Section 575.040, RSMo).

Signature (person with authority)

Chris Bowen
Printed Name

President
Title

July 26, 2019
Date

State of Missouri)
County of Cape Girardeau) ss.

Subscribed and sworn to before me this 26th day of July, 2019

My commission expires: July 15, 2021

Notary Public



**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 **Bowen Engineering & Surveying, Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).



Company ID Number: 247646

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 Bowen Engineering & Surveying, Inc.

Christopher M Buerck

Name (Please Type or Print)

Title

Electronically Signed

Signature

09/08/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

09/08/2009

Date

MISSOURI

DRIVER LICENSE



9 CLASS **F** 4b EXP **08/30/2023**
4d DL NO. **T980682719** 3 DOB **08/30/1959**

1 **BOWEN**
2 **RICHARD CHRISTOPHER**
8 2085 N FARMINGTON RD
JACKSON, MO 63755

9a END **NONE**
12 RESTRICTIONS **NONE**
15 SEX **M** 17 WGT **195 lb** 4a ISS **10/12/2017**
16 HGT **5'-09"** 18 EYES **GRN**

Chris Bowen



5 ID **171322850047**

Staff: Police/Chief W. Blair
Agenda: 8/19/2019

AGENDA REPORT
Cape Girardeau City Council

19-184

SUBJECT

A Resolution authorizing application for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2019 Local Solicitation.

EXECUTIVE SUMMARY

The Cape Girardeau Police Department would like to apply for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2019 Local Solicitation. Funds from the grant will be used towards the purchase one patrol vehicle.

BACKGROUND/DISCUSSION

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2019 Local Solicitation grant is a formula based grant in which the City of Cape Girardeau qualifies for a specific amount of funding. This year's allocation for the City of Cape Girardeau is \$ 16,117. The funding will be used towards the purchase one patrol vehicle.

FINANCIAL IMPACT

No financial impact. This grant will supplement funds already budgeted for in the vehicle replacement fund.

SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS

N/A

STAFF RECOMMENDATION

Staff recommends that the Council, by resolution, authorize application for this JAG grant and authorize the City Manager to enter into an agreement with the Department of Justice if the City is awarded the grant.

ATTACHMENTS:

Name:	Description:
☐ Resolution_JAG_Grant_2019.doc	Resolution
☐ FY2019_JAG_Certification.pdf	FY2019 JAG Certification
☐ JAG_Overview.pdf	JAG Overview
☐ JAG_narrative.docx	JAG Narrative

BILL NO. 19-128

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING APPLICATION TO THE
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE
GRANT (JAG) PROGRAM FY 2019 LOCAL
SOLICITATION, AND AUTHORIZING THE CITY
MANAGER TO EXECUTE ALL NECESSARY GRANT
PROGRAM DOCUMENTS

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

ARTICLE 1. The City Manager, for and on behalf of the City
of Cape Girardeau, Missouri, is hereby authorized to execute a
grant application to the Edward Byrne Memorial Justice
Assistance Grant (JAG) Program FY 2019 Local Solicitation, and
is hereby authorized to execute all necessary grant program
documents. The grant will be used towards the purchase of one
patrol vehicle. A summary of said Application is attached to
this Resolution and made a part hereof.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2019.

Bob Fox, Mayor

ATTEST:

Bruce Taylor, Deputy City Clerk

APPLICATION FOR FEDERAL ASSISTANCE	2. DATE SUBMITTED	Applicant Identifier
1. TYPE OF SUBMISSION Application Non-Construction	3. DATE RECEIVED BY STATE	State Application Identifier
	4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier
5. APPLICANT INFORMATION		
Legal Name Cape Girardeau Police Department	Organizational Unit Cape Girardeau Police Dept	
Address 2530 Maria Louise Ln Cape Girardeau, Missouri 63701-4320	Name and telephone number of the person to be contacted on matters involving this application Droege, Ryan (573) 335-6621	
6. EMPLOYER IDENTIFICATION NUMBER (EIN) 43-6000593	7. TYPE OF APPLICANT Municipal	
8. TYPE OF APPLICATION New	9. NAME OF FEDERAL AGENCY Bureau of Justice Assistance	
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 16.738 CFDA Edward Byrne Memorial Justice Assistance TITLE: Grant Program	11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT Cape Girardeau Police Department Patrol Fleet Expansion	
12. AREAS AFFECTED BY PROJECT Equipment - General Vehicles - Police (Sedan)		
13. PROPOSED PROJECT Start Date: October 01, 2018 End Date: September 30, 2020	14. CONGRESSIONAL DISTRICTS OF a. Applicant b. Project MO08	
15. ESTIMATED FUNDING	16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS? This preapplication/application was made available to the state executive order 12372 process for review on 08/06/2019	
Federal	\$16,117	
Applicant	\$2,000	
State	\$0	
Local	\$0	
Other	\$0	
Program Income	\$0	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT? N
TOTAL	\$18,117	
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED		

BY GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS REQUIRED.

Close Window

Staff: Bruce W. Loy, Airport Manager
Agenda: 8/19/2019

AGENDA REPORT
Cape Girardeau City Council

19-186

SUBJECT

A resolution authorizing the City Manager to execute an agreement with M-B Companies, Inc. to acquire airport multi-tasking snow removal equipment consisting of one multi-tasking snow removal carrier vehicle, one high speed rotary plow, one 16 foot wide runway broom and one 18 foot wide flared snow plow.

EXECUTIVE SUMMARY

The Cape Girardeau Regional Airport requests the Cape Girardeau City Council to authorize the City Manager to enter into a contract (See Attached) with the low bidder, M-B Companies, Inc. (M-B) to acquire one airport multi-tasking snow removal carrier vehicle and multi-tasking attachments at the Cape Girardeau Regional Airport.

The acquisition includes the purchase of an airport multi-tasking snow removal equipment consisting of one multi-tasking snow removal carrier vehicle, one high speed rotary plow, one 16 foot wide runway broom and one 18 foot wide flared snow plow.

M-B's Base Bid includes the vehicle chassis and the rotary snow blower for \$593,159.00. Additionally, MoDOT agreed to fund the Bid Alternate #1, consisting of a 4,600 pivot lift airport broom head, 46 inch diameter and 16 feet in length, for \$73,627.00. Because we need an additional long snow plow, as well as the blower and sweeper, we were able to include the Bid Alternate #2 consisting of one 18 foot wide flared (reversible) snow plow attachment for \$32,153.00. Except for the 18 foot flared snow plow attachment (which will be funded 100% by the City), the remaining items will be funded 95% by the FAA and MoDOT, resulting in an overall expenditure of \$698,939.00, or \$633,447 to be paid by MoDOT/FAA and \$65,492 to be paid by the City. The contract allows for 335 days for completion from the date of the official Notice to Proceed.

BACKGROUND/DISCUSSION

The airport's attempts to acquire a snow blower unit has been in the works since our FAA Part 139 Airfield Inspection. Our inspector at the time noticed a large amount of snow berms during the inspection and recommended the airport begin the acquisition process to purchase a snow blower unit to be pushed by a front end loader, which would have made our unit a year round piece of equipment. After going out for bid twice and having two failed attempts to get a Buy American waiver approved by the FAA for the front end loader unit, we finally agreed to advertise for a Snow Blower unit with a full "truck" chassis. The resulting bid tabulations for that RFP are attached. The Base Bid provided by M-B Companies, Inc. was the low bidder at \$593,159.00 and the FAA did approve their Buy American statement.

FINANCIAL IMPACT

This Project No. 13-077A-2, will be funded with 95% grant funds from the Missouri Department of Transportation (MoDOT) with a 5% match provided by the City. Because the City is recognized by the MoDOT and the FAA as a "depressed" community, due to recent flooding, we are only having to provide a 5% match, rather than the normal 10%. Additionally, because of the 5% difference in our City share, we are able to purchase additional equipment, solely at our expense, and still pay less than we would have funding 10% of the project costs. The financial breakdown follows:

Base Bid - One MB4 Snow Blower Chassis and One MB4 Rotary Snow Blower -

Cost - \$593,159.00 MoDOT - \$563,501.00 City - \$29,658

Bid Alternate #1 - One 4,600 Pivot Lift Airport Broom Head, 46 Dia. x 16 feet length -

Cost - \$ 73,627.00 MoDOT - \$69,946.00 City - \$3,681.00

Bid Alternate #2 - One P5000 Airport, 18 Foot Wide Flared (Reversible) Snow Plow -

Cost - \$ 32,153.00 MoDOT - \$ -0- City - \$32,153.00

Total Costs for the Base Bid, plus Alternates #1 and #2:

Total Cost - \$698,939.00 MoDOT - \$633,447.00 City - 65,492.00

STAFF RECOMMENDATION

It is recommended the City Council authorize the City Manager to sign and execute the attached contract with M-B Companies, Inc. for an amount of \$698,939,00 to acquire one airport multi-tasking snow removal carrier vehicle and various multi-tasking attachments at the Cape Girardeau Regional Airport, Project No. 13-077A-2.

ATTACHMENTS:

Name:	Description:
☐ Agreement_M-B Companies_Inc_Airport_Snow_Removal_Equipment.doc	Resolution
☐ CGI_contract_docs_August_12_2019_REVISED.pdf	Contract Agreement with M-B Companies, Inc. for a Multi-Tasking Snow Blower and various attachments
☐ M-B_Snow_Removal_Equipment_Examples.pdf	M-B Snow Blower and Attachment Pics
☐ Snow_Removal_Bid_Opening06182019.pdf	Snow Blower Bids.2019

BILL NO. 19-134

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH M-B COMPANIES, INC., FOR SNOW REMOVAL EQUIPMENT AT THE CAPE GIRARDEAU REGIONAL AIRPORT, IN THE CITY OF CAPE GIRARDEAU, MISSOURI

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

ARTICLE 1. The City Manager, for and on behalf of the City of Cape Girardeau, Missouri, is hereby authorized to execute an agreement with M-B Companies, Inc., for acquisition of snow removal equipment, in the City of Cape Girardeau, Missouri. The Agreement shall be in substantially the form attached hereto, which document is hereby approved by the City Council, and incorporated herein by reference, with such changes therein as shall be approved by the officers of the City executing the same.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2019.

Bob Fox, Mayor

ATTEST:

Bruce Taylor, Deputy City Clerk

CONTRACT AGREEMENT
AIRPORT MULTI-TASKING SNOW REMOVAL EQUIPMENT
CITY OF CAPE GIRARDEAU

State Block Grant Project No. 13-077A-2

THIS AGREEMENT, made as of this _____ day of _____,
20_____, is

BY AND BETWEEN

the OWNER: Name: **THE CITY OF CAPE GIRARDEAU, MO**
 Address: **401 INDEPENDENCE STREET**
 City/State/Zip Code: **CAPE GIRARDEAU, MO 63703**

And the MANUFACTURER: Name: **M-B Companies, Inc.**
 Address: **1200 Park Street**
 City/State/Zip Code: **Chilton, WI 53014**

WITNESSETH:

WHEREAS it is the intent of the Owner acquire snow removal equipment for the Cape Girardeau Regional Airport at **City of Cape Girardeau, MO** generally described as follows;

**PURCHASE OF AIRPORT MULTI-TASKING SNOW REMOVAL EQUIPMENT
CONSISTING OF ONE MULTI-TASKING SNOW REMOVAL CARRIER
VEHICLE, ONE HIGH SPEED ROTARY PLOW, ONE 16 FOOT WIDE
RUNWAY BROOM AND ONE 18 FOOT WIDE FLARED SNOW PLOW.**

hereinafter referred to as the Project.

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

Article 1 – Work

It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the MANUFACTURER by the OWNER, MANUFACTURER shall faithfully furnish all necessary labor, equipment, and material and shall fully perform all necessary work to complete the Project in strict accordance with this Contract Agreement and the Contract Documents.

Article 2 – Contract Documents

MANUFACTURER agrees that the Contract Documents consist of the following: this Agreement, General Provisions, Supplementary Provisions, Specifications, all issued addenda, Notice-to-Bidders, Instructions-to-Bidders, Proposal and associated attachments, Insurance certificates, documents incorporated by reference, documents incorporated by attachment, and all OWNER authorized change orders issued subsequent to the date of this agreement. All documents comprising the Contract Documents are complementary to one another and together establish the complete terms, conditions and obligations of the MANUFACTURER. All said Contract Documents are incorporated by reference into the Contract Agreement as if fully rewritten herein or attached thereto.

Article 3 – Contract Price

In consideration of the faithful performance and completion of the Work by the MANUFACTURER in accordance with the Contract Documents, OWNER shall pay the MANUFACTURER an amount equal to as described as follows:

BASE Bid consisting of One MB4 Front Mount Snow Blower Chassis Multi-Tasking Snow Removal Vehicle and One MB4 High Performance Airport Snow Blower Package:

Five Hundred Ninety three thousand, one hundred fifty nine dollars and zero cents

(Amount in Written Words)

\$593,159.00

(Amount in Numerals)

Bid Alternate #1 consisting of One 4,600 Pivot Lift Airport Broom Head, 46 inch diameter & 16 foot length:

Seventy three thousand, six hundred and twenty seven dollars and zero cents

(Amount in Written Words)

\$73,627.00

(Amount in Numerals)

Bid Alternate #2 consisting of One P5000 Airport, 18 Foot Wide Flared (Reversible) Snow Plow

Thirty Two thousand, one hundred and fifty three dollars and zero cents

(Amount in Written Words)

\$32,153.00

(Amount in Numerals)

subject to the following;

- a. Said amounts are based on the schedule of prices for the quantities stated in MANUFACTURER'S Bid Proposal, which is attached to and made a part of this Agreement;
- b. Said amount is the aggregate sum of the result of the MANUFACTURER'S stated unit prices multiplied by the associated estimated quantities;

Article 4 – Payment

Upon the completion of the work and its acceptance by the OWNER, all sums due the MANUFACTURER by reason of faithful performance of the work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract, will be paid to the MANUFACTURER by the OWNER after said completion and acceptance.

The acceptance of final payment by the MANUFACTURER shall be considered as a release in full of all claims against the OWNER, arising out of, or by reason of, the work completed, and materials furnished under this Contract.

OWNER shall make progress payments to the MANUFACTURER in accordance with the terms set forth in the General Terms and Conditions.

Article 5 – Contract Time

The MANUFACTURER agrees to commence work within **ten (10)** calendar days of the date specified in the OWNER'S Notice-to-Proceed. MANUFACTURER further agrees to complete said work within **(335) THREE HUNDRED AND THIRTY FIVE** consecutive calendar days of the commencement date stated within the Notice-to-Proceed.

It is expressly understood and agreed that the stated Contract Time is reasonable for the completion of the Work, taking all factors into consideration. Furthermore, extensions of the Contract Time may only be permitted by execution of a formal modification to this Contract Agreement in accordance with the General Terms and Conditions and as approved by the OWNER.

Article 6 – Liquidated Damages

The MANUFACTURER and OWNER understand and agree that time is of essence for completion of the Work and that the OWNER will suffer additional expense and financial loss if said products are not completed and delivered within the authorized Contract Time. Furthermore, the MANUFACTURER and OWNER recognize and understand the difficulty, delay, and expense in establishing the exact amount of actual financial loss and additional expense. Accordingly, in place of requiring such proof, the MANUFACTURER expressly agrees to pay the OWNER as liquidated

damages the non-penal sum of **(\$150) ONE HUNDRED AND FIFTY** dollars per day for each Calendar day required in excess of the authorized Contract Time.

Furthermore, the MANUFACTURER understands and agrees that;

- a. the OWNER has the right to deduct from any moneys due the MANUFACTURER, the amount of said liquidated damages;
- b. Not Used.

Article 7 – MANUFACTURER’S Representations

The MANUFACTURER understands and agrees that all representations made by the MANUFACTURER within the Proposal shall apply under this Agreement as if fully rewritten herein.

Article 8 – MANUFACTURER’S Certifications

The MANUFACTURER understands and agrees that all certifications made by the MANUFACTURER within the Proposal shall apply under this Agreement as if fully rewritten herein.

Article 9 – Miscellaneous

- a. MANUFACTURER understands that it shall be solely responsible for the means, methods, techniques, sequences and procedures of manufacturer in connection with completion of the Project Work;
- b. MANUFACTURER understands and agrees that it shall not accomplish any work or furnish any materials that are not covered or authorized by the Contract Documents unless authorized in writing by the OWNER or ENGINEER;
- c. The rights of each party under this Agreement shall not be assigned or transferred to any other person, entity, firm or corporation without prior written consent of both parties;
- d. OWNER and MANUFACTURER each bind itself, their partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Article 10 – OWNER’S Representative

The OWNER’S Representative, herein referred to as ENGINEER, is defined as follows:

Crawford, Murphy & Tilly, Inc.
One S. Memorial Drive, Suite 500
St. Louis, MO 63102

Said ENGINEER will act as the OWNER'S representative and shall assume all rights and authority assigned to the ENGINEER as stated within the Contract Documents in connection with the completion of the Project Work.

IN WITNESS WHEREOF, OWNER and MANUFACTURER have executed five (5) copies of this Agreement on the day and year first noted herein.

OWNER

MANUFACTURER

Name: _____

Name: _____

Address: _____

Address: _____

By: _____

By: _____

Signature

Signature

Title of Representative

Title of Representative

ATTEST

ATTEST

By: _____

By: _____

Signature

Signature

Title

Title

ATTACHMENT:

**PAGES EXCERPTED FROM M-B'S BID PROPOSAL DOCUMENTS
SUBMITTED TO THE CITY WITH THEIR PROPOSAL FORM**



MB4 Front Mount Snow Blower Chassis



Reference Only



4600 Pivot Lift Airport Broom Head

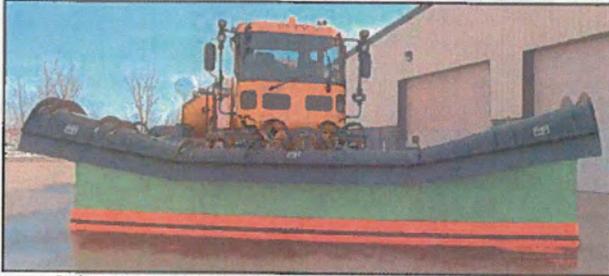


For Reference Only



For Reference Only: J-hook multipurpose style hitch

P5000 Airport Reversible Plow



24 foot plow shown with option flared end, optional poly edge



Plow with option flared end, optional poly edge



Standard straight plow, optional poly edge



Standard straight plow, optional poly edge

BID OPENING REPORT

BIDS WERE OPENED ON June 18, 2019 AT 10:00 A.M.

FOR Project No. 13-077A-1 Snow Removal Equipment

<u>CONTRACTOR</u>	<u>BID BOND</u>	<u>ADDENDUM ACKNOWLEDGED</u>	<u>BID AMOUNT</u>
1. <u>Luby Equipment</u>	<u>N/A</u>	<u>yes (1+2)</u>	<u>\$ 684,843.⁰⁰</u>
2. <u>M-B Equipment</u>	<u>N/A</u>	<u>yes (1+2)</u>	<u>\$ 593,159.⁰⁰</u>
3. _____			
4. _____			
5. _____			
6. _____			

SIGNED 

DATE 6-18-2019

THE ABOVE BID AMOUNTS HAVE NOT BEEN CHECKED.

THE BID TOTALS ARE SUBJECT TO CORRECTION AFTER THE BIDS HAVE BEEN COMPLETELY REVIEWED.

Staff: Ryan Shrimplin AICP, City
Agenda: Planner
8/19/2019

AGENDA REPORT
Cape Girardeau City Council

19-187

SUBJECT

A Resolution of support for the proposal from MACO Development Company, LLC, for the Silver Springs II Apartments housing development.

EXECUTIVE SUMMARY

The attached resolution ratifies the City Council's support of the Silver Springs II Apartments housing development proposed by MACO Development Company, LLC. A presentation on the proposed development will be given during the City Council's study session.

BACKGROUND/DISCUSSION

MACO Development Company, LLC is proposing to build a three-story elevator building with 60 apartments for seniors citizens on an approximately 6.83 acre site at 550 North Silver Springs Road. The proposed project is the second phase of Silver Springs Apartments. MACO Development Company, LLC is requesting a resolution of support from the City Council to include with its tax credit application to the Missouri Housing Development Commission (MHDC). A written description and drawings of the proposed development are attached. A presentation on the proposed development will be given during the City Council's study session. The financing and tax credits are made available through MHDC and will provide the financial resources to develop these apartments with affordable rents. These financing and tax credits are limited and competitive resources.

SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS

This development will provide safe and affordable housing needed in Cape Girardeau. It will also help the City further the goals and objectives of the comprehensive plan related to the provision of different housing types that meet all socio-economic needs of the community.

STAFF RECOMMENDATION

Staff recommends approval of the resolution of support for the Silver Springs II Apartments housing development.

ATTACHMENTS:

Name:	Description:
Resolution-Support_Silver_Springs_II_Apts_MACO_Development.doc	Resolution
Sivler_Springs_Apartment_II-Description_and_Narrative.pdf	Sivler Springs Apartment-Description and Narrative
3516_Silver_Springs.p.pdf	3516 Silver Springs

BILL NO. 19-135

RESOLUTION NO. _____

A RESOLUTION OF SUPPORT FOR THE PROPOSAL FROM
MACO DEVELOPMENT COMPANY, LLC, FOR THE SILVER
SPRINGS II APARTMENTS HOUSING DEVELOPMENT

WHEREAS, MACO Development Company, LLC, is proposing to develop the property at 550 North Silver Springs Road for a senior housing apartment community; and

WHEREAS, the City of Cape Girardeau recognizes the need for safe, affordable, quality senior housing; and

WHEREAS, the financing and tax credits available through the Missouri Housing Development Commission will provide the financial resources to develop these apartments with affordable rents; and

WHEREAS, the financing and tax credits available through the Missouri Housing Development Commission are limited and competitive resources.

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

ARTICLE 1. The City Council hereby expresses its support for the proposal from MACO Development Company, LLC, for the 2019 MHDC Multi-family Rental Production Program Notice of Funding Availability, for the Silver Springs II Apartments housing development.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2019.

Bob Fox, Mayor

ATTEST:

Bruce Taylor, Deputy City Clerk

SILVER SPRINGS II APARTMENTS

Cape Girardeau, Missouri Project Description and Narrative

Development Characteristics:

Silver Springs II Apartments is a proposed new construction apartment community which will be comprised of sixty (60), 855 square feet, 2-bedroom apartments marketed exclusively to seniors ages 55 and over. The proposed location of this site is at the intersection of Silver Springs and Spruce Streets adjacent to the east of the previously developed Silver Springs Apartments. It is within 1-2 miles of numerous health care facilities, schools, churches, shopping, and restaurants.

The three-story elevator building will be attractively designed with a brick exterior. The apartments will be constructed utilizing high grade, low maintenance materials that will provide a clean, safe, and affordable living environment. The bathroom can be accessed directly from the master bedroom or from the living room/dining room area. The kitchen will be equipped with a range, range hood, refrigerator, garbage disposal, and a laundry closet with washing machine and dryer. High quality carpet will cover the floors in the bedrooms, while the kitchen, bathrooms, and other living areas will have attractive, durable vinyl flooring. Each apartment will have its own high efficiency furnace, central air conditioning, and well insulated water heater. The lawn areas will be landscaped and will include park benches for the enjoyment of the residents. The proposed development will also include approximately 15,666 square feet of common areas that will include a kitchen area for the usage of the residents. In addition, the common area will include a fitness facility, and laundry area. This will serve as a gathering area for the resident activities such as birthday parties, family reunions, and other social events.

The rental rates for Silver Springs II are projected to range from \$365-\$500. Currently MACO Management operates 4 existing senior developments which have full occupancy and approximately 245 qualified applicants on the waiting list. This alone demonstrates the enormous need for senior housing within the Cape Girardeau housing market.

Development Team:

MACO Development Company, LLC, will be the developer for this proposal, MACO Construction, Inc., will be the general contractor, MACO Management Company will serve as management agent and a single asset entity solely owned by Maco Properties, LLC will serve as General Partner. The MACO companies own and manage over 12,000 affordable housing units throughout the Midwest. The MACO companies are a fully integrated development, construction, and management company that has the capacity to complete this project on time and within budget.



SILVER SPRINGS
APARTMENTS II,
Cape Girardeau, MO

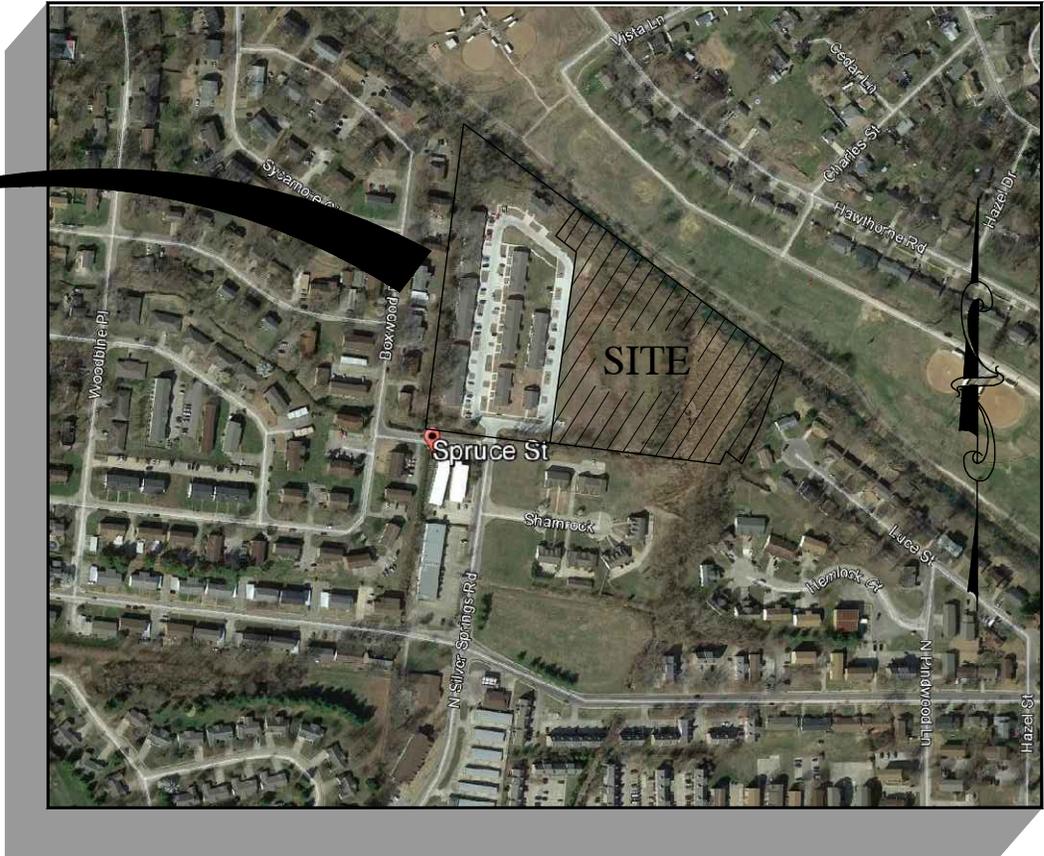
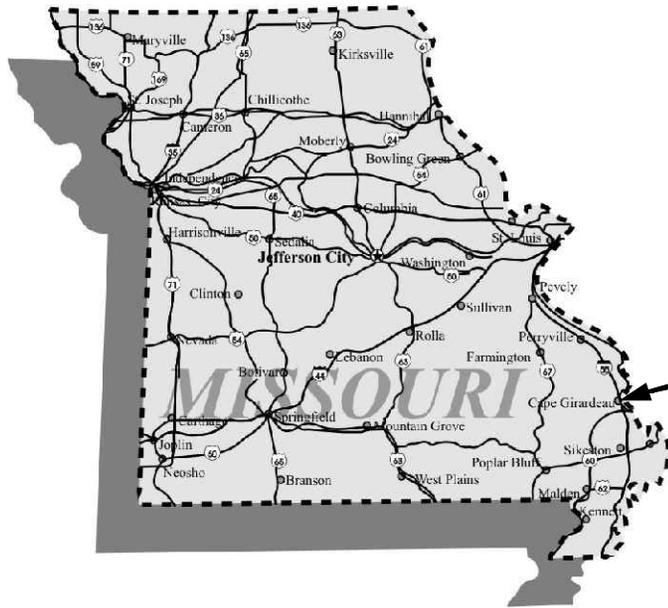


JULY 2019



MACO
DEVELOPMENT
COMPANY, LLC

Wallace
ARCHITECTS L.L.C.
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APPROX. 550 N. SILVER SPRINGS
 CAPE GIRARDEAU, MO 63701

GPS WAYPOINT
 N 37° 18' 45"
 W 89° 33' 59"

SITE LOCATION MAP

JULY 2019



SITE PLAN

SCALE: 1" = 160'-0"

JULY 2019



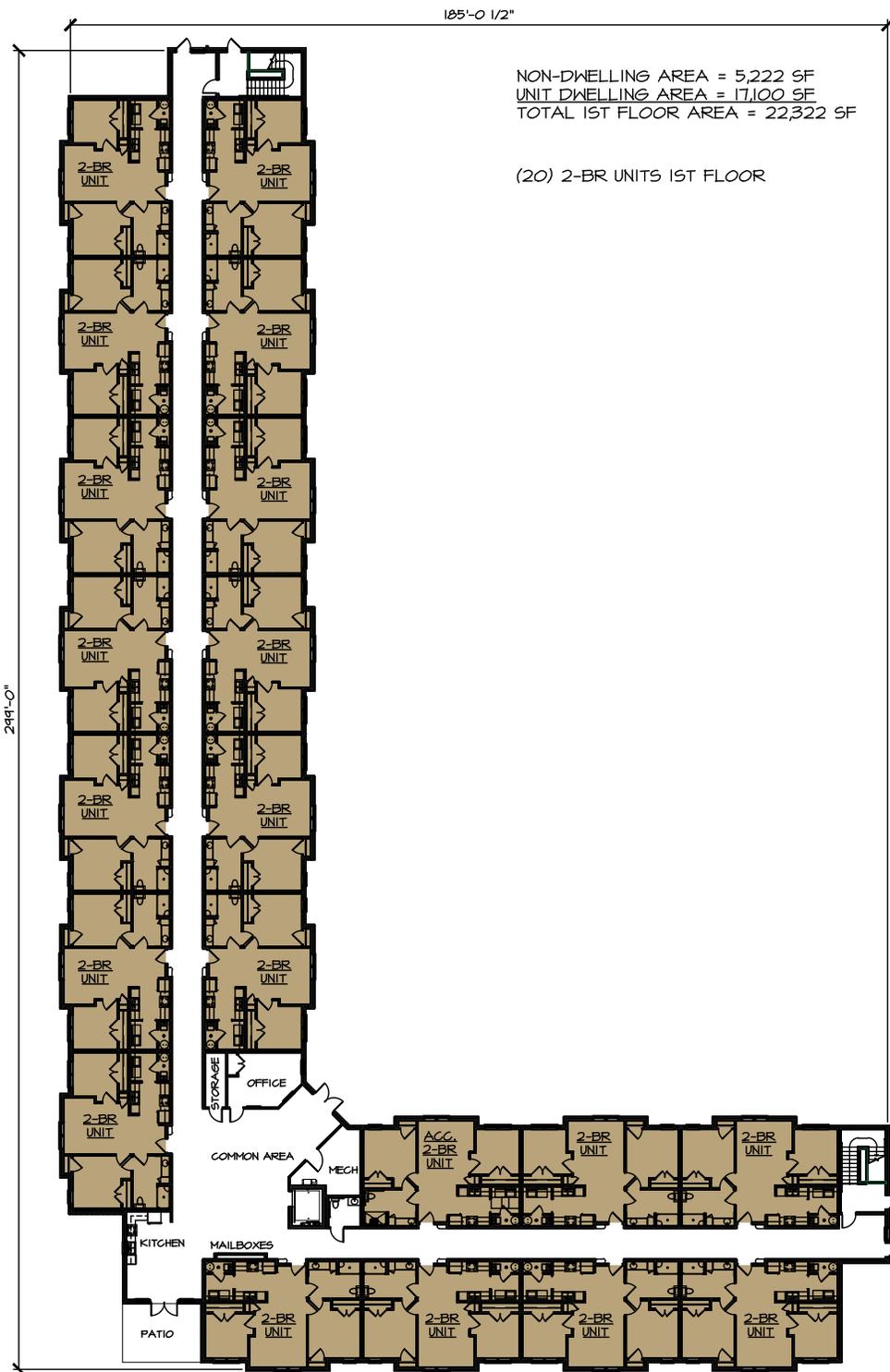
MACO
DEVELOPMENT
COMPANY, LLC

SILVER SPRINGS APARTMENTS II

Cape Girardeau, Missouri



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1ST FLOOR BUILDING PLAN

SCALE: 1" = 40'-0"

JULY 2019

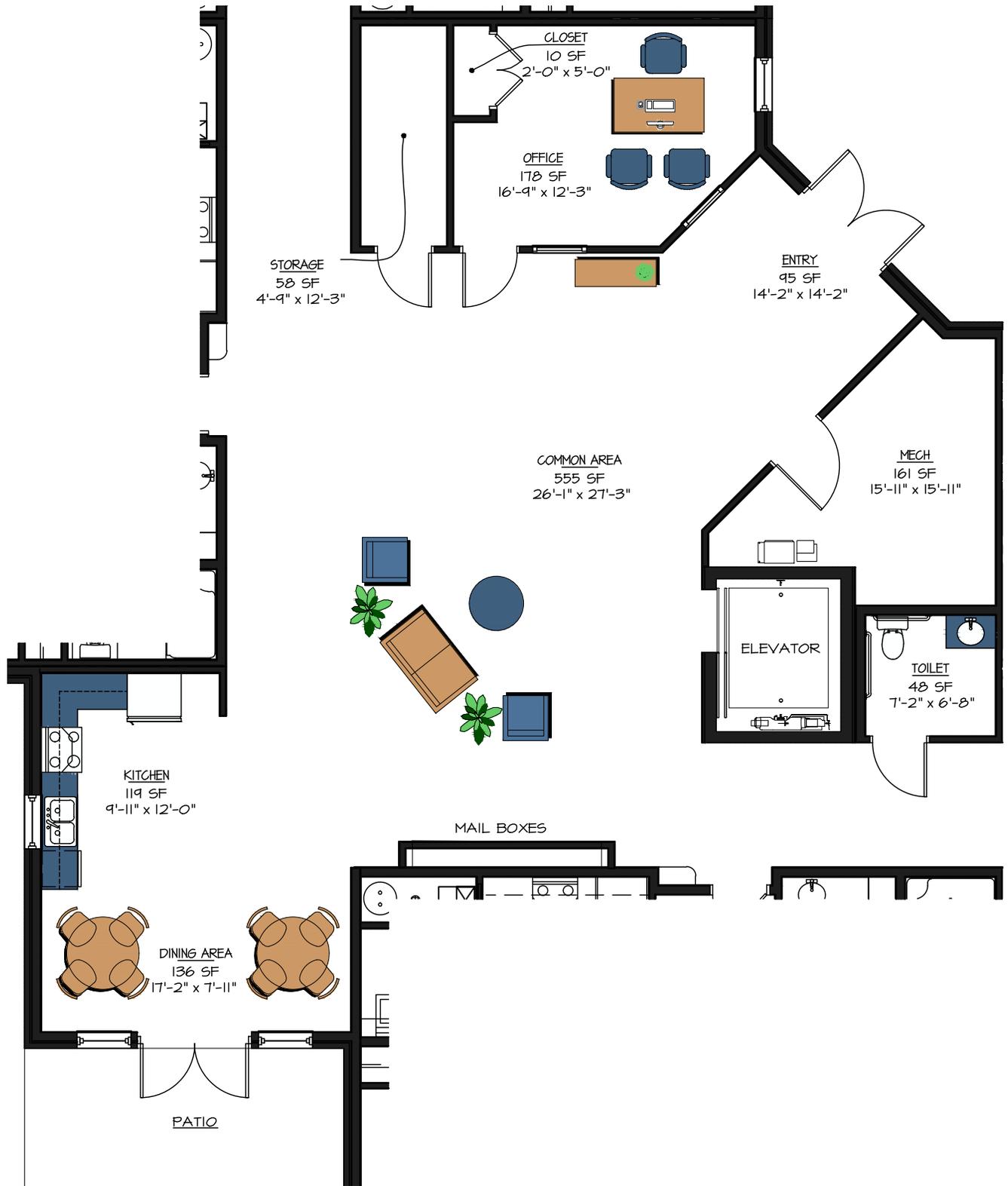


MACO
DEVELOPMENT
COMPANY, LLC

SILVER SPRINGS APARTMENTS II

Cape Girardeau, Missouri

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1ST FLOOR COMMON AREA

SCALE: 1/8" = 1'-0"

JULY 2019

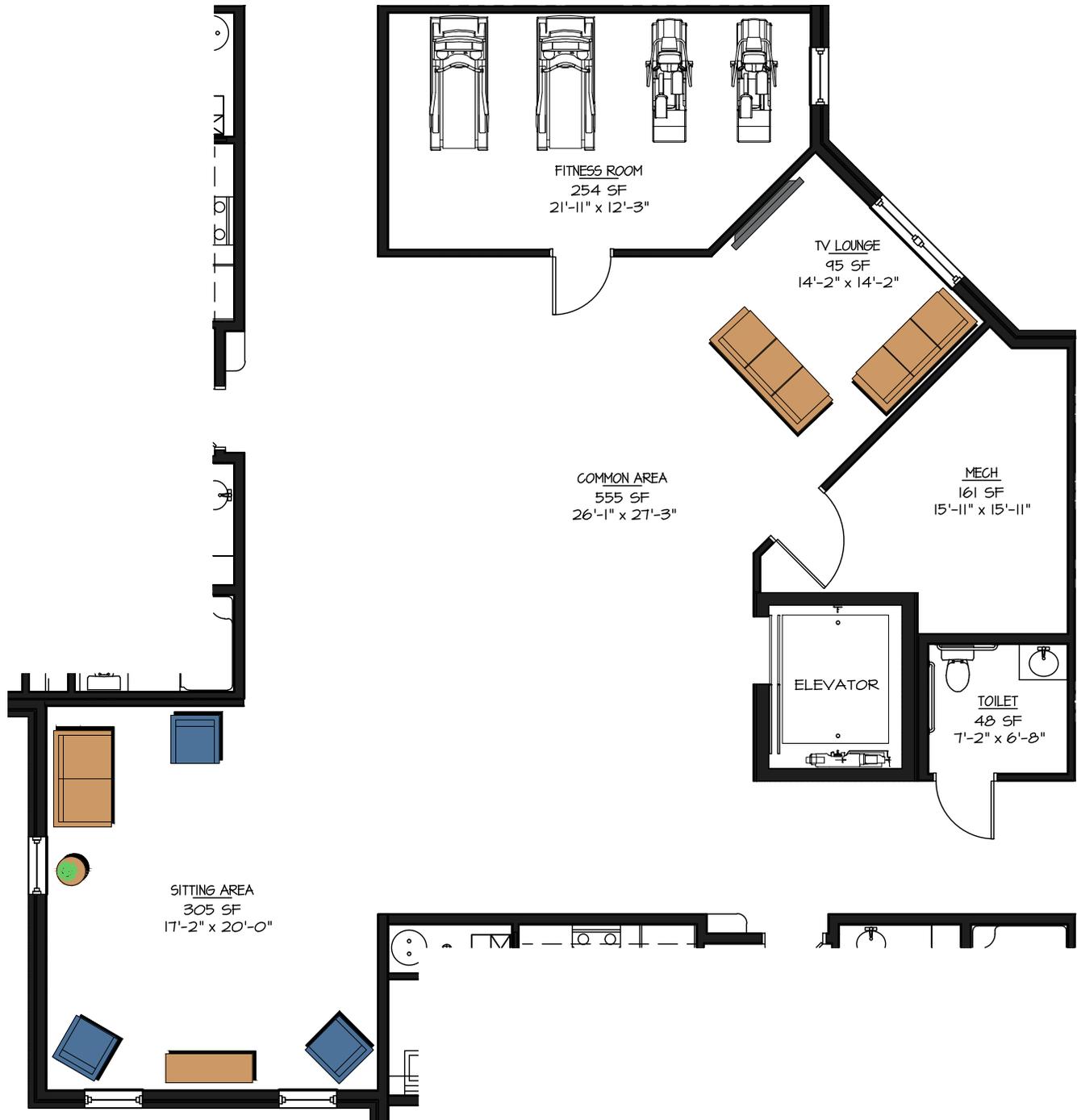


MACO
DEVELOPMENT
COMPANY, LLC

SILVER SPRINGS APARTMENTS II

Cape Girardeau, Missouri

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2ND FLOOR COMMON AREA

SCALE: 1/8" = 1'-0"

JULY 2019



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COMPANY, LLC

SILVER SPRINGS APARTMENTS II

Cape Girardeau, Missouri

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3RD FLOOR COMMON AREA

SCALE: 1/8" = 1'-0"

JULY 2019



MACO
DEVELOPMENT
COMPANY, LLC

SILVER SPRINGS APARTMENTS II

Cape Girardeau, Missouri

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ACCESSIBLE 2-BR UNIT

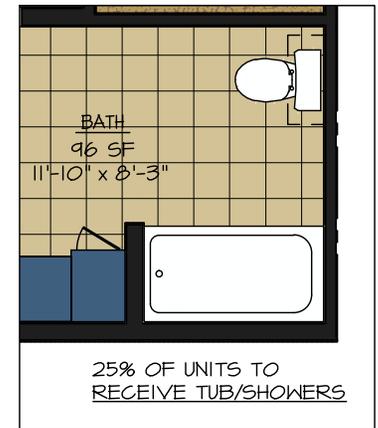
855 SF MEASURED
OUTSIDE OF STUD WALL
AND CENTERLINE OF
PARTY WALL
SCALE: 3/16" = 1'-0"

JULY 2019



SILVER SPRINGS APARTMENTS II
Cape Girardeau, Missouri





75% OF UNITS TO RECEIVE SHOWERS

TYPICAL 2-BR UNIT

855 SF MEASURED OUTSIDE OF STUD WALL AND CENTERLINE OF PARTY WALL
 SCALE: 3/16" = 1'-0"

JULY 2019



BUILDING ELEVATION

JULY 2019



MACO
DEVELOPMENT
COMPANY, LLC

SILVER SPRINGS APARTMENTS II

Cape Girardeau, Missouri

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Staff: Bruce W. Loy, Airport Manager
Agenda: 8/19/2019

AGENDA REPORT
Cape Girardeau City Council

19 -188

SUBJECT

A resolution authorizing the City Manager to submit a letter of recommendation to the U.S. Department of Transportation recommending SkyWest Airlines provide scheduled air carrier service for two years beginning December 1, 2019, under the Essential Air Service program at the Cape Girardeau Regional Airport.

EXECUTIVE SUMMARY

The Essential Air Service (EAS) contract with SkyWest Airlines and the U.S. Department of Transportation (U.S. DOT), funding SkyWest Airlines to provide scheduled air carrier passenger service between the Cape Girardeau Regional Airport (CGI) and Chicago O'Hare International Airport (ORD), expires November 30, 2019. As such, on May 14, 2019, the U.S. DOT submitted a Request for Proposals (RFP) to all air carriers interested in providing scheduled air carrier service at CGI, with a June 26, 2019 due date for the airline proposals. Additionally, the U.S. DOT included the communities of Quincy, Illinois and Marion, Illinois in the RFP.

Cape Girardeau received proposals from three (3) air carriers: Air Choice One, Boutique, and SkyWest. Air Choice One and Boutique submitted proposals for 24 weekly round-trips to varying destinations out of CGI, including Chicago, St. Louis, and Nashville. SkyWest, because they fly a 50-seat Regional Jet, is only allowed to propose 12 weekly round-trips. The Airport Advisory Board is recommending to the City Council, and Airport Management agrees, to keep SkyWest as the scheduled air carrier for a two-year contract beginning December 1, 2019.

BACKGROUND/DISCUSSION

Beginning December 1, 2017, SkyWest Airlines began providing 50 seat Regional Jet service between the Cape Girardeau Regional Airport (CGI) and the Chicago O'Hare International Airport under the United Airlines code. Since then, CGI passenger boardings have nearly doubled, with an 84% increase YTD, comparing Jan-July, 2019 boarding numbers with our 2017 numbers.

With the SkyWest contract ending December 1, 2019, the USDOT submitted RFP's to all air carriers interested in providing scheduled air service for the CGI community and region. We received proposals from three carriers: Air Choice One, Boutique, and SkyWest.

The proposals are summarized below:

Air Choice One: Service provided in the Cessna Grand Caravan and the Beech 1900

Option 1: 4 daily Round Trips (RT) from CGI to St. Louis (STL)

Option 2: 2 daily RT to STL and 2 daily RT to Nashville (BNA)

Boutique: Service provided in 8 or 9 seat Pilatus PC-12

Option 1: 2 daily RT from CGI to ORD and 2 daily RT to STL

Option 2: 2 daily RT from CGI to ORD and 2 daily RT to BNA

SkyWest (United Express): Service provided in 50 seat CRJ-200 Regional Jet

Option 1: 2 daily direct RT flights from CGI to Chicago O'Hare
(weekend schedule is 1 RT each Sat. and Sun.)

These proposals were provided with the understanding the City of Cape Girardeau would submit a recommendation to the U.S. DOT by August 9, 2019; however, we asked the USDOT for a two week extension, which they approved, making our deadline August 23, 2019. After viewing the proposals, the Airport Advisory Board felt interviewing the carriers was unnecessary. Their reasoning was simple. Both carriers, Boutique and Air Choice fly eight (8) and/or nine (9) seat aircraft making it nearly impossible to mathematically reach 10,000 annual boardings, even considering a constant 80% load factor. The Board voted at their July 9, 2019 meeting, and agreed unanimously to recommend SkyWest. Airport Staff agrees with the Airport Advisory Board to recommend the U.S. DOT award a new, two-year EAS contract to SkyWest Airlines, providing a total of 12 weekly, direct round-trip flights between CGI and ORD.

In selecting a carrier to provide subsidized EAS for a community, the U.S. DOT will consider five factors: (a) service reliability; (b) contractual and marketing arrangements with a larger carrier at the hub; (c) interline arrangements with a larger carrier at the hub; (d) community views, giving substantial weight to the views of the elected officials representing the users; and (e) whether the carrier has included a plan in its proposal to market its service to the community.

As stated above, the U.S. DOT will give substantial weight to the recommendation of the City Council when making their air carrier selection for the City of Cape Girardeau.

FINANCIAL IMPACT

The airport will continue to see increases in revenues as a result of the continuation of scheduled air service with SkyWest Airlines. Based on current passenger boardings through July, 2019, the City will see \$1,000,000 annually in guaranteed Airport Improvement Program (AIP) grant funds. Considering this is a two-year contract, that would mean \$2,000,000 in AIP grant funds over the term of the EAS contract.

Including office rental, ramp fees, landing fees, and fuel sales, the total revenues expected as a result of the new contract with SkyWest are estimated to be just over \$200,000 annually, or more than \$400,000 over the term of the two-year contract. When adding the potential for the AIP grant funds, the airport could see \$2.4 million in total revenue and grant funding as a result of our continued air service with SkyWest.

STAFF RECOMMENDATION

It is recommended the City Council approve a resolution authorizing the City Manager to submit a letter of recommendation to the United States Department of Transportation (U.S. DOT) recommending the U.S. DOT fund a new, two-year contract with SkyWest Airlines, as proposed, beginning December 1, 2019, to provide 12 weekly round-trip flights with scheduled air carrier service under the Essential Air Service program at the Cape Girardeau Regional Airport.

ATTACHMENTS:

Name:	Description:
CGI 2019-Air Choice One Proposal to Provide Essential Air Service at Cape Girardeau MO June 26th 2019.pdf	2019 Air Choice One EAS Proposal
CGI 2019-Boutique Air CGI-MWA-UIN 2019 Bid.pdf	2019 Boutique EAS Proposal
CGI-2019 SkyWest Proposal to Provide EAS at CGI MWA UIN 2019.pdf	2019 SkyWest EAS Proposal

A RESOLUTION AUTHORIZING THE CITY MANAGER TO MAKE RECOMMENDATIONS TO THE UNITED STATES DEPARTMENT OF TRANSPORTATION FOR SKYWEST AIRLINES TO PROVIDE AIR CARRIER SERVICE UNDER THE ESSENTIAL AIR SERVICE PROGRAM AT THE CAPE GIRARDEAU REGIONAL AIRPORT

WHEREAS, on May 1, 2019, the United States Department of Transportation (US DOT) requested proposals from air carriers interested in providing Essential Air Service to multiple communities, including Cape Girardeau, for a two to four year contract; and

WHEREAS, in selecting a carrier to provide subsidized essential air service, the U.S. DOT considers the following factors: 1) service reliability; 2) contractual and marketing arrangements the applicant has made with a larger carrier to ensure service beyond the hub airport; 3) interline arrangements with a larger carrier at the hub; 4) community views, giving substantial weight to the views of the elected officials representing the users; and 5) whether the carrier has included a plan in its proposal to market its service to the community.

WHEREAS, the U.S. DOT received three proposals for the above-mentioned service from: Air Choice One, Boutique, and SkyWest Airlines; and

WHEREAS, airport Staff agrees with the Airport Advisory Board to recommend the United States Department of Transportation award a two-year contract to Sky West Airlines, providing a total of twelve (12) weekly, direct round-trip flights between CGI and ORD.

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

ARTICLE 1. The City Council hereby accepts the final recommendations of the Airport Advisory Board pertaining to carrier selection for Essential Air Service at the Cape Girardeau Regional Airport, and directs the City Manager 1) to recommend to the United States Department of Transportation to award the Essential Air Service two-year contract to SkyWest Airlines, to provide scheduled air service between Cape

Girardeau and Chicago O'Hare International Airport, and 2) to recommend to the United States Department of Transportation to award such contract to SkyWest Airlines, utilizing the two daily, or twelve weekly, roundtrip schedules as submitted in the proposal submitted by SkyWest Airlines.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2019.

Bob Fox, Mayor

ATTEST:

Bruce Taylor, Deputy City Clerk

Air Service Proposal



Cape Girardeau, Missouri

DOT-OST-1996-1559

Marion, Illinois

DOT-OST-2000-7881

Quincy, Illinois

DOT-OST-2003-14492

June 26, 2019



About Boutique Air

Our Story

Headquartered in San Francisco, California, Boutique Air has been in operation since 2007. We began by flying fire surveillance missions for the U.S. Forestry Service and Bureau of Land Management. We evolved to provide air charter services across the west coast with our fleet of Pilatus and Cessna aircraft. As a charter operator we have received certifications from both industry-leading safety organizations, ARG/US and Wyvern. Boutique Air employs pilots that are highly experienced and hold the most advanced FAA ratings - a key reason for our continued perfect safety record.

In July of 2012, Boutique Air applied for commuter operating authority from the Department of Transportation. We quickly passed tests on financial fitness and management competency, receiving authority for scheduled service in January of 2014. We began flying scheduled service between Los Angeles and Las Vegas in January of 2014.

We have worked to develop effective distribution channels. We have connections in place with all of the major Global Distribution Systems (GDSs), which travel agents use to access the market. You will find us on Worldspan and Galileo (Travelport), Sabre, and Amadeus. In addition, we are on the major Online Travel Agencies (OTAs), including Expedia, Travelocity, Priceline, Orbitz, CheapTickets, and CheapOAir.

EAS Contracts

On April 22, 2014 Boutique Air received its first EAS contract when the DOT selected the airline to provide service between Clovis and DFW. Since then, we have continued our track record of success and now serve 16 different EAS communities and operate out of 30 different airports. Continuing on a path of successful growth in the EAS market, Boutique Air began service to Johnstown, PA and Victoria, TX in November of 2018, and has been recommended by the town of Rutland, VT to become their next air service carrier.



What People Are Saying About Boutique Air

*Boutique Air PC-12, one of the **best turboprop aircraft** on the market!... Give them a try!!*

-Tarek A. via Yelp.com

*We also feel that the PC-12 aircraft bid by Boutique Air presents the **safest and most comfortable option for the traveling public.***

-Hon. Mayor David Lansford in Recommendation Letter
City of Clovis, NM

*Flew with Boutique from LA to Vegas and back and must say I was extremely surprised. From the ease of check-in, To the flight itself, **the whole process was great.** Price was competitive with any other airline out there. I plan on flying boutique for all my Vegas outings, and may even look into renting the whole plane for a group trip. Thanks Boutique!*

-Kevin J. via Yelp.com

*We find that Boutique Air is fit, willing and able to operate as a commuter air carrier, and **capable of providing reliable Essential Air Service...***

-Susan L. Kurland in Clovis EAS Award
Asst. Sec. for Aviation and International Affairs
US DOT

*Right now Boutique Air is a **very cool secret.***

-Examiner.com

*Flew with Boutique Air from LA to Las Vegas round trip and it was a great experience. **Good service, on time departures, and a hassle free and nice way to travel** in general. A really nice pilot and copilot as well.*

-Patrick S. via Yelp.com

***Smooth flights and personable staff** are part of the experience...*

-Clovis News Journal

Route Map



Aircraft:

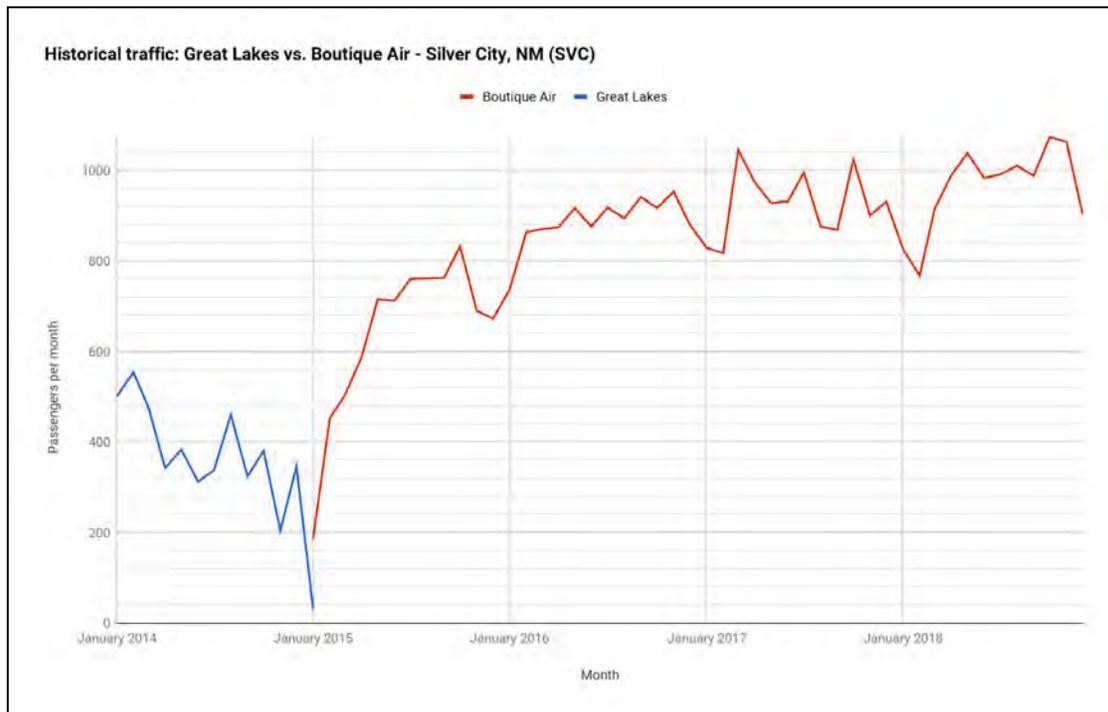
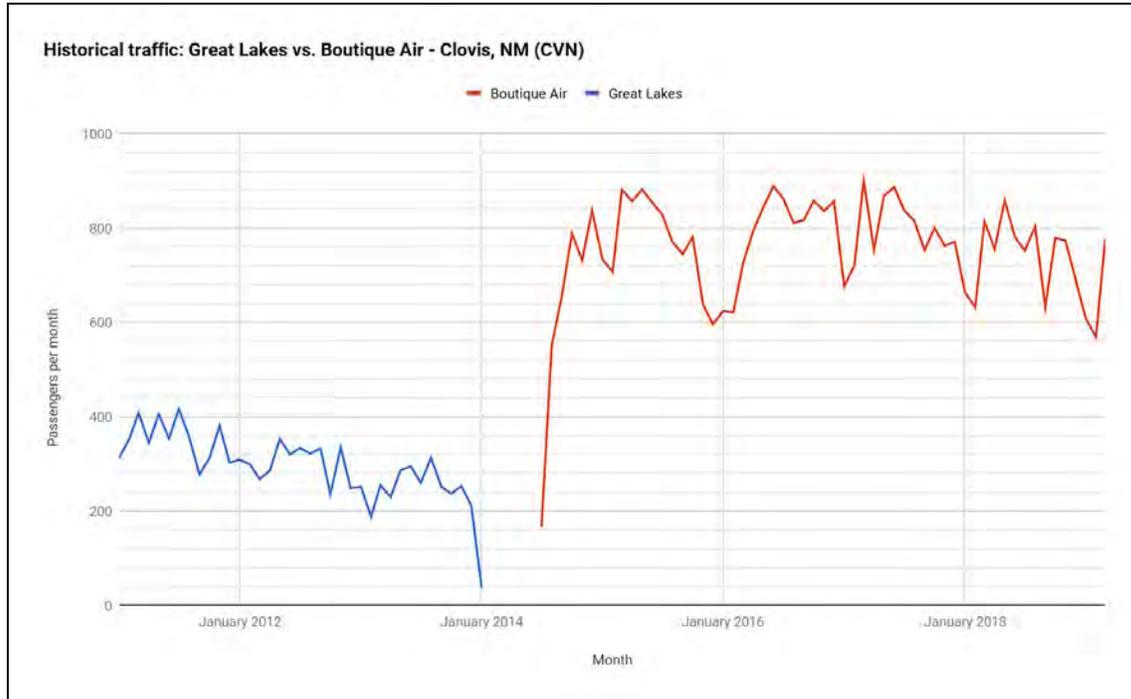
Boutique Air currently operates a modern fleet of Pilatus PC-12 aircraft. All flights are flown by Captains with over 1,200 hours of flight experience and an instrument rating. While we are certified to fly single pilot we opt to fly with a two pilot crew. Boutique Air ensures pilots provide a level of customer service beyond that of normal commercial airlines.

- 8 Passenger Executive Configuration or 9 Passenger Commuter Configuration
- Pressurized Cabin
- Power Outlets
- Enclosed Lavatory



Historical Passenger Traffic Performance

Boutique Air has established a proven track record in resuscitating air service in EAS communities which have been devastated by poor execution from prior carriers as illustrated by the passenger traffic graphs below.



Note on Codeshare, Interline and MileagePlus Frequent Flyer Agreements

Boutique Air launched its interline agreement with United Airlines in May 2017 and its codeshare agreement in May 2018. Customers have flow-through ticketing and baggage capabilities for those flights that connect with United Airlines.

Passengers are also able to book through United.com and connect with any of United’s flights at our mutual hubs.

Boutique Air also participates in United Airlines’ MileagePlus Frequent Flyer Program. Passengers can earn and redeem award miles on all Boutique Air flights.

Boutique Air is also proud to announce that it launched an interline agreement with American Airlines in December of 2018.

(Image of interline fares currently available from MSS through Boston to Newark on United.com)

The screenshot shows a flight search interface on United.com. At the top, it displays the route: "Departure: Massena, NY, US → New York/Newark, NJ, US". Below this, a row of date and price boxes shows fares for Sun 6/2, Mon 6/3, Tue 6/4, Wed 6/5, Thu 6/6, Fri 6/7, and Sat 6/8, all priced at \$168. The Wednesday 6/5 date is highlighted. A checkbox labeled "With stops" is checked, with a price of \$168 and a link to "Choose connecting airports". The "Economy" class is selected. The flight details show a departure at 6:20 am and arrival at 10:19 am with one stop and a total duration of 3h 59m. The price is \$168, with a "Select" button and a note that "4 tickets left at this price". Below the flight details, it lists "MileagePlus earnings (each way, per person):" with "Base award miles" of 705 and "PQM | PQS | PQD" values of 201 | 1 | \$141. The itinerary is broken down into two segments: "Massena, NY, US (MSS) to Boston, MA, US (BOS)" on Pilatus PC-12 aircraft 4B 861, operated by Boutique Air, with a 1h 10m flight time; and "Boston, MA, US (BOS) to New York/Newark, NJ, US (EWR - Liberty)" on United Economy (G) aircraft UA 700 (Boeing 737-700), with a 1h 19m flight time. A "1h 30m connection" is noted between the two segments. A "Wi-Fi" icon is also visible at the bottom.



Proposal

Overview

Our proposals would be flown in eight or nine-seat, modern, pressurized Pilatus PC-12 aircraft. The term is for two years.

CGI 24 Weekly Nonstop Roundtrips (Daily RTs)

	<u>ORD</u>	<u>STL</u>	<u>BNA</u>	<u>TOTAL SUBSIDY</u>
CGI	2	2	0	\$2,979,765
CGI	2	0	2	\$3,039,192

MWA 36 Weekly Nonstop Roundtrips (Daily RTs)

	<u>ORD</u>	<u>STL</u>	<u>BNA</u>	<u>TOTAL SUBSIDY</u>
MWA	2	4	0	\$3,289,698
MWA	0	3	3	\$3,239,205

UIN 36 Weekly Nonstop Roundtrips (Daily RTs)

	<u>ORD</u>	<u>STL</u>	<u>TOTAL SUBSIDY</u>
UIN	2	4	\$3,290,756
UIN	0	6	\$2,903,318

In order to increase brand recognition in these communities, Boutique Air will spend at least \$50,000 per year in each community if it is selected for advertising & marketing to help ensure that air service for the community is a success. We will utilize a combination of radio, print, billboard, TV, and internet advertising.

Note on Service Start Date

Boutique Air will begin service 60-90 days after the DOT issues the order selecting Boutique Air as the EAS carrier. Boutique air will start service as early as operationally possible and will coordinate with the incumbent carrier to ensure there is not a service interruption.

Note on Selection by Multiple Communities

If Boutique Air is selected to provide service in both Quincy and Marion the annual subsidy can be reduced by \$35,000 per community or \$70,000 total. In order for Boutique Air to be selected in Cape Girardeau it must also be selected to serve at least one of the other two communities; this combination allows us to reduce our Cape Girardeau costs by \$200,000, which has been



done in the matrix above. Marion and Quincy, however, can be selected as stand alone contracts.

Community Input

Shortly after the bids are complete, Boutique Air will schedule meetings with airport and/or city officials. This will allow us to answer any questions and provide additional information.

While we can't promise we will be able to implement everyone's suggestions, we welcome feedback from the community, as well as anyone who may have an interest in the proposed flights. What we can promise is that we will listen to your feedback, and give it the attention and consideration it deserves.

With respect and appreciation,

Shawn Simpson
CEO



Cape Girardeau, MO

24 Nonstop RTs Summary Financials

Operations	<u>ORD</u>	<u>STL</u>	<u>BNA</u>
Scheduled Flights	2,496	2,496	2,496
Completed Flights (98%)	2,446	2,446	2,446
Scheduled Block Hours	4,326	2,038	2,662
Scheduled Seats	19,968	19,968	19,968
Scheduled ASMs	6,769,152	2,256,384	3,554,304
Revenue			
Passengers	14,976	13,578	13,578
Average Fare	\$110	\$49	\$69
Fare Revenue	\$1,647,360	\$665,334	\$936,899
Total Revenue	\$1,647,360	\$665,334	\$936,899
Expenses			
Fuel	\$1,042,786	\$491,313	\$641,714
Ownership	\$960,000	\$760,000	\$760,000
Maintenance and Reserves	\$1,739,213	\$819,437	\$1,070,285
Crew	\$673,046	\$403,828	\$420,803
Airport Rent	\$276,373	\$274,562	\$136,678
Landing Fees	\$35,212	\$9,129	\$57,905
Staff	\$175,500	\$169,000	\$182,000
Insurance	\$20,000	\$20,000	\$20,000
Marketing and Distribution	\$50,000	\$50,000	\$50,000
Other Indirect Costs	\$188,403	\$101,459	\$131,171
Total Costs	\$5,160,533	\$3,098,727	\$3,470,555
Profit Element	\$258,027	\$154,936	\$173,528
Margin	5.0%	5.0%	5.0%
Total Annual Subsidy Year 1	\$3,771,200	\$2,588,330	\$2,707,185
** Year 2 subject to a 2.5% adjustment for inflation			



Marion, IL**36 Nonstop RTs Summary Financials**

Operations	<u>ORD</u>	<u>STL</u>	<u>BNA</u>
Scheduled Flights	3,744	3,744	3,744
Completed Flights (98%)	3,669	3,669	3,669
Scheduled Block Hours	5,616	2,496	3,557
Scheduled Seats	29,952	29,952	29,952
Scheduled ASMs	8,895,744	2,995,200	5,121,792
Revenue			
Passengers	20,367	19,469	19,469
Average Fare	\$119	\$45	\$45
Fare Revenue	\$2,423,716	\$876,096	\$876,096
Total Revenue	\$2,423,716	\$876,096	\$876,096
Expenses			
Fuel	\$1,353,616	\$601,607	\$857,290
Ownership	\$960,000	\$760,000	\$760,000
Maintenance and Reserves	\$2,257,632	\$1,003,392	\$1,429,834
Crew	\$887,630	\$394,502	\$562,166
Airport Rent	\$386,317	\$365,124	\$227,240
Landing Fees	\$53,797	\$14,672	\$87,835
Staff	\$175,500	\$169,000	\$182,000
Insurance	\$20,000	\$20,000	\$20,000
Marketing and Distribution	\$50,000	\$50,000	\$50,000
Other Indirect Costs	\$237,408	\$118,848	\$165,158
Total Costs	\$6,381,901	\$3,497,146	\$4,341,524
Profit Element	\$319,095	\$174,857	\$217,076
Margin	5.0%	5.0%	5.0%
Total Annual Subsidy Year 1	\$4,277,280	\$2,795,907	\$3,682,504

**** Year 2 subject to a 2.5% adjustment for inflation**



Quincy, IL**36 Nonstop RTs Summary Financials**

	<u>ORD</u>	<u>STL</u>
Operations		
Scheduled Flights	3,744	3,744
Completed Flights (98%)	3,669	3,669
Scheduled Block Hours	4,742	2,746
Scheduled Seats	29,952	29,952
Scheduled ASMs	6,529,536	2,815,488
Revenue		
Passengers	19,469	19,469
Average Fare	\$79	\$45
Fare Revenue	\$1,538,035	\$876,096
Total Revenue	\$1,538,035	\$876,096
Expenses		
Fuel	\$1,143,054	\$661,768
Ownership	\$760,000	\$760,000
Maintenance and Reserves	\$1,906,445	\$1,103,731
Crew	\$749,555	\$433,953
Airport Rent	\$275,242	\$258,964
Landing Fees	\$52,818	\$13,694
Staff	\$175,500	\$169,000
Insurance	\$20,000	\$20,000
Marketing and Distribution	\$50,000	\$50,000
Other Indirect Costs	\$204,211	\$128,333
Total Costs	\$5,336,825	\$3,599,442
Profit Element	\$266,841	\$179,972
Margin	5.0%	5.0%
Total Annual Subsidy Year 1	\$4,065,631	\$2,903,318
** Year 2 subject to a 2.5% adjustment for inflation		



June 25, 2019

Michael Martin
United States Department of Transportation
Office of Aviation Analysis
1200 New Jersey Ave SE
Washington, DC 20590

SkyWest Airlines' Essential Air Service Proposal for Marion, IL, Quincy, IL, and Cape Girardeau, MO.

Dear Mr. Martin:

Attached is SkyWest Airlines' proposal to provide air service from Marion, IL, Cape Girardeau, MO and Quincy, IL to Chicago O'Hare International Airport (ORD). SkyWest welcomes the opportunity to continue service in Quincy, IL and Cape Girardeau, MO while adding new service to Marion, IL. Our combination of safe and reliable aircraft, well-timed schedules, and access to one of the world's largest airline networks will provide passengers with quality air service and stimulate economic growth in the region.

As directed by the RFP, we will offer each community 12 round-trip nonstop flights per week for a two year term to (ORD). All flights will depart and arrive to facilitate seamless connections to United's large and diverse flight schedule in ORD which will make the service convenient for both business and leisure travelers. With more than 620 United or United Express departures per day at Chicago O'Hare International Airport to over 175 unique destinations, our proposal makes it easy to get to destinations across the country and around the world. All flights are subject to gate availability and don't have up line scheduling restrictions.

SkyWest believes this proposal provides the best overall option for air service in Marion, Quincy, and Cape Girardeau, with excellent connectivity at Chicago O'Hare International Airport.

Thank you for your consideration.

A handwritten signature in black ink, appearing to read "Greg Atkin".

Greg Atkin
Managing Director – Market Development
SkyWest Airlines

About SkyWest Airlines

With over 13,000 aviation professionals operating nearly 2,400 daily flights, SkyWest Airlines connects millions of passengers each month to 258 destinations across North America. SkyWest operates in partnership with Alaska Airlines, American Airlines, Delta Air Lines, and United Airlines and has a fleet of 484 aircraft.

Headquartered in St. George, Utah, SkyWest's industry-leading workforce and excellent leadership team have consistently generated top tier operational reliability, setting the standard for excellence in the regional airline industry.



- Fortune World's Most Admired Companies 2019
- ATW *Regional Airline of the Year* three times
- Bombardier's top reliability award for the CRJ200 six times
- The FAA's AMT Employer Gold Award for Excellence multiple times

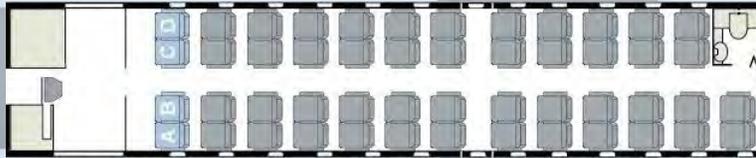


Critical Attributes of SkyWest's Proposal



50 Seat Twinjet Service

The CRJ-200 is a quiet and modern twinjet that is both safe and fast. All SkyWest CRJ200 aircraft are serviced by a highly-trained flight attendant and each plane features a restroom, further adding to the comfort and convenience of each passenger's flying experience. SkyWest operates 200 CRJ-200 aircraft and plans to keep this aircraft in our fleet for many years to come.



Superior Traffic Generation

SkyWest 50 seat jets provide the best opportunity for passenger growth. SkyWest service provides significantly higher seat capacity than other regional operators and delivers industry leading reliability. Passengers also benefit greatly from seamless connectivity to one the largest global airlines in the world.



Critical Attributes of SkyWest's Proposal



Superior Network and Connectivity

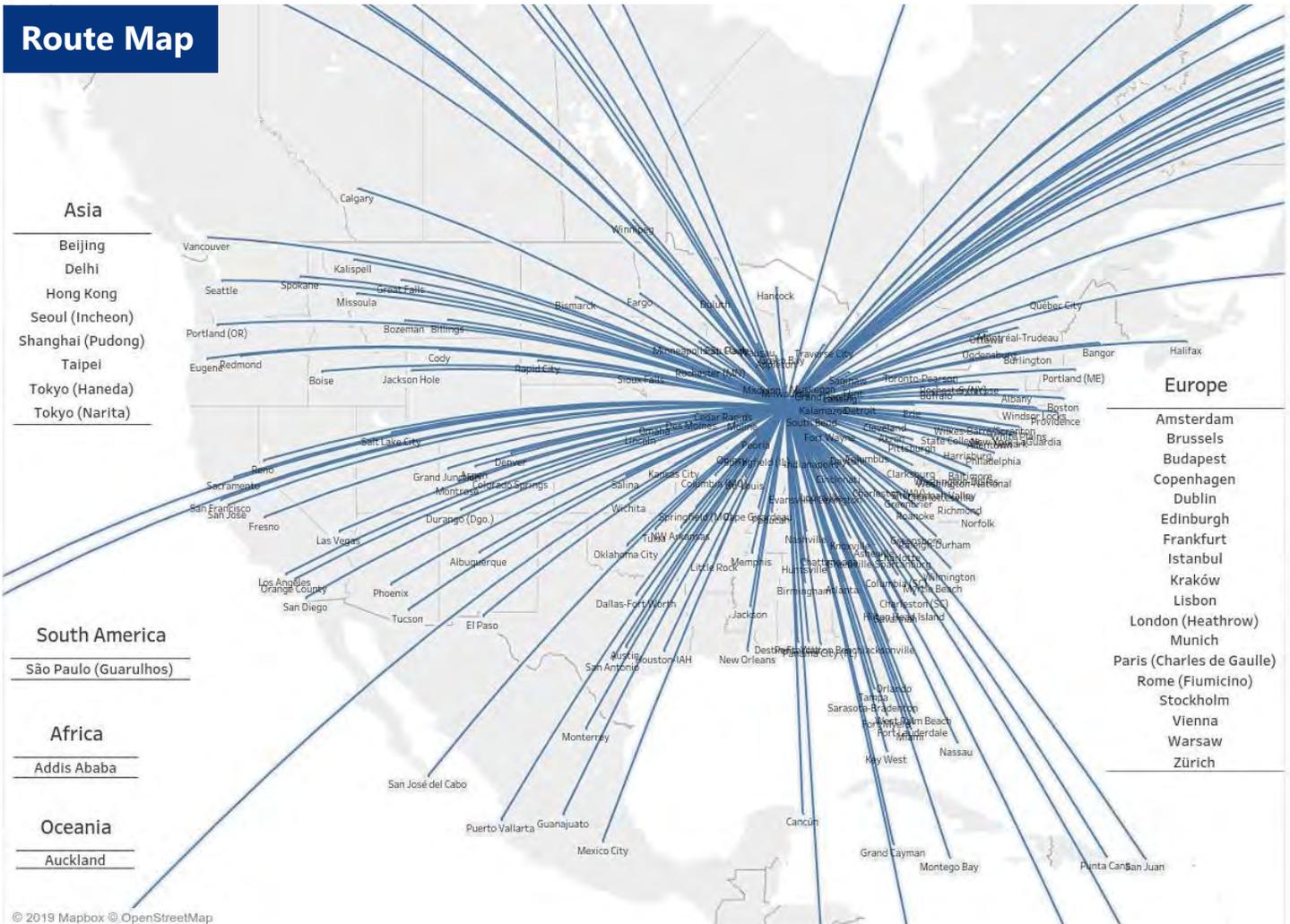
This service will be marketed as United Express and will feature seamless bookings, connections, and baggage transfers that will access United Airlines' vast global network. This includes over 5,400 daily flights to more than 370 airports. United is also the largest member of the Star Alliance network, which allows travelers to connect to more than 22,000 daily flights to nearly all parts of the globe. This full codeshare and connectivity makes it simple for passengers to plan their travel and to effortlessly fly to their destination.



Superior Airports and Terminals

Chicago is among the largest cities in the country. In addition, it is also the chief hub for United Airlines. Flights will arrive and depart from United's main terminal. This means passengers will not have to re-clear security or hop on a bus to make a connection.

Route Map



Critical Attributes of SkyWest's Proposal



Superior Reliability

SkyWest has been named the most reliable CRJ-200 operator in North America five times since 2007. We have also been named the #1 On Time carrier for contiguous 48 states several times.



Subsidy Cap Compliant

All applicable SkyWest EAS communities are comfortably compliant with the DOT's \$200 per passenger subsidy cap. In Quincy, Marion, and Cape Girardeau our proposals are also well within compliance of the subsidy cap. It is likely that most other air service proposals will either be not compliant or dangerously close to non-compliance with the cap. Those proposals put air service in these communities in jeopardy. The SkyWest proposal will provide measurable assurance in complying with DOT regulations and ensuring that each community is well positioned for continued future air service.



Marketing Plan

SkyWest will actively market the service with a variety of promotions. We will dedicate \$20,000 to each community for marketing support. We advertise in print, digital, radio, online, and other means necessary. This effort will assist in generating awareness of the flight options offered.



EAS Bid

SkyWest Airlines
Essential Air Service Bid
6/26/2019

	MWA ORD	CGI ORD	UIN ORD
Number of round trips per week	12	12	12
Aircraft type	CRJ	CRJ	CRJ
Passenger Revenue			
Passengers	27,000	25,000	21,000
Average fare	\$ 79.00	\$ 79.00	\$ 79.00
Revenue	\$ 2,133,000	\$ 1,975,000	\$ 1,659,000
Block Time			
Trip block time (minutes)	82	84	76
Total scheduled block time	1,706	1,747	1,581
Total completed block time	98% 1,671	1,712	1,549
RPMS			
Passengers	27,000	25,000	21,000
Stage length	297	339	222
Total RPMs	8,019,000	8,475,000	4,662,000
ASMs			
Scheduled departures	1,248	1,248	1,248
Competed departures	98% 1,223	1,223	1,223
Stage length	297	339	222
Available Seats	50	50	50
Total ASMs	18,532,800	21,153,600	13,852,800
Marketing Costs	\$ 20,000	\$ 20,000	\$ 20,000
Direct operating expenses	\$ 3,687,701	\$ 3,703,929	\$ 3,386,643
RPM related	\$ 110,680	\$ 102,482	\$ 86,085
Departure related	\$ 1,080,262	\$ 1,080,262	\$ 1,080,262
ASM related	\$ 172,726	\$ 197,152	\$ 129,108
Total expenses	\$ 5,071,369	\$ 5,103,824	\$ 4,702,098
Operating income (loss)	\$ (2,938,369)	\$ (3,128,824)	\$ (3,043,098)
5% profit margin	\$ 241,494	\$ 243,039	\$ 223,909
Annual subsidy requirement	\$ 3,179,862	\$ 3,371,863	\$ 3,267,007
Effective Subsidy rate per unit			
Subsidy per trip	\$ 2,600	\$ 2,757	\$ 2,671
Subsidy per passenger	\$ 118	\$ 135	\$ 156
Load factor	43%	40%	34%

Staff: Gary Hill, Building and Code
Agenda: Enforcement Manager
8/19/2019

AGENDA REPORT
Cape Girardeau City Council

19-189

SUBJECT

An Ordinance amending Chapter 7 of the Code of Ordinances of the City of Cape Girardeau, Missouri, relating to Automatic Pool Covers.

EXECUTIVE SUMMARY

This proposed Ordinance would repeal the provision which allows for an automatic pool cover to be provided as a substitution for a fence barrier.

BACKGROUND/DISCUSSION

Section 305.1(2) of the 2015 International Swimming Pool and Spa Code permits an automatic swimming pool cover that complies with American Society for Testing and Materials (ASTM) F1346 as a substitution for a fence barrier.

Since recently amended City Ordinance language now refers to the International Swimming Pool and Spa Code for barrier requirements, an automatic swimming pool cover is now permitted to be substituted for a fence barrier.

Inspections and the Board of Appeals believe the effectiveness of an automatic swimming pool cover is substantially dependent on the electrical and mechanical reliability of the cover. The effectiveness of an automatic swimming pool cover is also substantially dependent on the responsible behavior of the owner to consistently close the cover when the swimming pool is not in use.

As of this date, Inspections has had very few complaints regarding unsecured swimming pools due to defective fences, self-closing hinges, and self-latching gates. Inspections has serious concerns if an automatic swimming pool cover is permitted to be substituted for a fence barrier with self-closing hinges and self-latching gates; faulty equipment and irresponsible and inconsistent behavior of many pool owners will create numerous unsecured and unsafe swimming pools throughout the city.

On July 11, 2019 the Board of Appeals voted in support of Staff's recommendation to amend Section 7-93 (11) of City's Code of Ordinances to repeal the automatic swimming pool cover exception from the 2015 International Swimming Pool and Spa Code. Inspections and the Board of Appeals believe and experiences have shown, a fence barrier with self-closing hinges and self-latching gates is an effective, safe, and dependable way to secure swimming pools.

STAFF RECOMMENDATION

Staff recommends approval of an Ordinance amending Chapter 7 of the Code of Ordinances of the City of Cape Girardeau, Missouri, relating to Automatic Pool Covers.

BOARD OR COMMISSION RECOMMENDATION

On July 11, 2019 the Board of Appeals voted in support of Staff's recommendation to amend Section 7-93 (11) of City's Code of Ordinances to repeal the automatic swimming pool cover exception from the 2015 International Swimming Pool and Spa Code.

ATTACHMENTS:

Name:	Description:
📎 Sec. 7 257. Same Amendments.doc	Sec. 7-257 Same Amendments

BILL NO. 19-129

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 7 OF THE CODE
OF ORDINANCES OF THE CITY OF CAPE GIRARDEAU,
MISSOURI, REGARDING AUTOMATIC POOL COVERS

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

ARTICLE 1. Section 7-93, entitled "Same-Amendments", of
Article IIIa of Chapter 7 of the Code of Ordinances of the City
of Cape Girardeau, reading as follows:

Sec. 7-93. - Same-Amendments.

The 2015 International Swimming Pool and Spa Code adopted
by this article is hereby modified and amended in the
following respects.

(1) *Section 101.1* is amended to read as follows:

"Title. These regulations shall be known as the Swimming
Pool and Spa Code of the City of Cape Girardeau, Missouri,
hereinafter referred to, as "this code"."

(2) *Section 103* is amended to read: "Inspection Services
Division."

(3) *Section 103.1* is amended to read:

"Creation of enforcement agency. The Inspection Services
Division is hereby created and the official in charge
thereof shall be known as the code official."

(4) *Section 103.2* is hereby amended to read:

"The code official shall be appointed by the city manager."

(5) *Section 105.6.2, Fee Schedule*, is hereby amended to
read:

"The fees for work shall be as indicated in the following
schedule: City Fee Schedule."

(6) *Section 105.6.3, Fee Refunds*, is hereby amended to
read:

"Upon the applicant's request, any amount remaining from
the deposit which exceeds the cost of processing the
application will be refunded to the applicant."

(7) *Section 107.4, Violation Penalties*, is hereby amended
to read:

"Violation Penalties. Any person who shall violate a
provision of this code, or fail to comply therewith, or

with any of the requirements thereof, shall upon conviction thereof, be subject to a fine of not less than fifty dollars (\$50.00) per day nor more than five hundred dollars (\$500.00) per day for each day the violation exists or continues, or imprisonment for a term not to exceed ninety (90) days, or both, at the discretion of the court. Each day that a violation continues after due notice has been served shall be deemed as a separate offense."

(8) *Section 107.5, Stop work orders*, is hereby amended to read:

"Upon notice from the code official, work on any system that is being performed contrary to the provisions of this code or in a dangerous or unsafe manner shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to the owner's authorized agent, or to the person performing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to give a written notice prior to stopping the work. Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall upon conviction thereof, be subject to a fine of not less than fifty dollars (\$50.00) nor more than five hundred dollars (\$500.00) per day for each day the violation exists or continues, or imprisonment for a term not to exceed ninety (90) days, or both, at the discretion of the court. Each day that a violation continues after due notice has been served shall be deemed as a separate offense."

(9) *Section 108, Means of Appeal*, is hereby modified, changed and amended to read as per section 7-8 of the Code of Ordinances of the City of Cape Girardeau.

(10) *Section 305.2.11, Horizontal Balusters*, is hereby created to read:

"Horizontal balusters shall be prohibited in locations where guards or barriers are required."

is hereby repealed in its entirety and a new Section 7-93, entitled "Same-Amendments", is hereby enacted in lieu thereof, in words and figures, to read as follows, to-wit:

Sec. 7-93. - Same-Amendments.

The 2015 International Swimming Pool and Spa Code adopted by this article is hereby modified and amended in the following respects.

(1) *Section 101.1* is amended to read as follows:
"Title. These regulations shall be known as the Swimming Pool and Spa Code of the City of Cape Girardeau, Missouri, hereinafter referred to, as "this code"."

(2) *Section 103* is amended to read: "Inspection Services Division."

(3) *Section 103.1* is amended to read:
"Creation of enforcement agency. The Inspection Services Division is hereby created and the official in charge thereof shall be known as the code official."

(4) *Section 103.2* is hereby amended to read:
"The code official shall be appointed by the city manager."

(5) *Section 105.6.2, Fee Schedule*, is hereby amended to read:
"The fees for work shall be as indicated in the following schedule: City Fee Schedule."

(6) *Section 105.6.3, Fee Refunds*, is hereby amended to read:
"Upon the applicant's request, any amount remaining from the deposit which exceeds the cost of processing the application will be refunded to the applicant."

(7) *Section 107.4, Violation Penalties*, is hereby amended to read:
"Violation Penalties. Any person who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, shall upon conviction thereof, be subject to a fine of not less than fifty dollars (\$50.00) per day nor more than five hundred dollars (\$500.00) per day for each day the violation exists or continues, or imprisonment for a term not to exceed ninety (90) days, or both, at the discretion of the court. Each day that a violation continues after due notice has been served shall be deemed as a separate offense."

(8) *Section 107.5, Stop work orders*, is hereby amended to read:
"Upon notice from the code official, work on any system that is being performed contrary to the provisions of this code or in a dangerous or unsafe manner shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to the owner's authorized agent, or to the person performing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official

shall not be required to give a written notice prior to stopping the work. Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall upon conviction thereof, be subject to a fine of not less than fifty dollars (\$50.00) nor more than five hundred dollars (\$500.00) per day for each day the violation exists or continues, or imprisonment for a term not to exceed ninety (90) days, or both, at the discretion of the court. Each day that a violation continues after due notice has been served shall be deemed as a separate offense."

(9) *Section 108, Means of Appeal*, is hereby modified, changed and amended to read as per section 7-8 of the Code of Ordinances of the City of Cape Girardeau.

(10) *Section 305.2.11, Horizontal Balusters*, is hereby created to read:
"Horizontal balusters shall be prohibited in locations where guards or barriers are required."

(11) *Section 305.1 General, Exceptions: 2.* "Swimming pools with a powered safety cover that complies with ASTM F1346" is hereby repealed in its entirety.

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

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2019.

Bob Fox, Mayor

ATTEST:

Bruce Taylor, Deputy City Clerk

Sec. 7-257. - Same—Amendments.

The 2015 edition of the International Fire Code adopted by the City of Cape Girardeau is hereby modified and amended in the following respects:

- (1) *Section 101.1* shall read as follows:

"Title. These regulations shall be known as the fire code of the City of Cape Girardeau, Missouri, and are herein referred to as the fire code or as "this code"."
- (2) *Section 108, Board of Appeals*, is hereby modified, changed and amended to read as per section 7-8 of the Code of Ordinances of the City of Cape Girardeau.
- (3) **Section 305.1.2 is hereby deleted**
- (4) *Section 307.3* is hereby modified, changed and amended by adding the following:

"or as otherwise provided by Chapter 3 "Air Pollution" in the Code of Ordinances of the City of Cape Girardeau."
- (5) *Section 307.4* is hereby modified, changed and amended by adding the following:

"or as otherwise provided by Chapter 3 "Air Pollution" in the Code of Ordinances of the City of Cape Girardeau."
- (6) Amend *Section 505.1* to read as per Section 24-1(a) of the Code of Ordinances of the City of Cape Girardeau.
- (7) *Section 912.2* is hereby amended to read as follows:

" *Location.* With respect to hydrants, driveways, buildings and landscaping, fire department connections shall be so located that fire apparatus and hose connected to supply the system will not obstruct access to the buildings for other fire apparatus. The location of fire department connections shall be approved by the fire chief and shall be located within 75 feet of a fire hydrant."
- (8) *Section 1015.4.1* is hereby created to read as follows:

"Horizontal balusters may not be used in guards."
- (9) *Section 5601.1.3* is hereby modified, changed and amended to read as follows:

" *General.* It shall be a violation of this code to store, offer for sale, expose for sale, sell at retail, or use or explode any fireworks, except as provided in Chapter 11, Articles I and II, sections 11-48 through 11-52 of the Code of Ordinances for the City of Cape Girardeau, and except as provided in the rules and regulations issued for the granting of permits for supervised public displays of fireworks by the City of Cape Girardeau, fair associations, amusement parks and other organizations. Every display shall be handled by an approved licensed competent operator. The fireworks shall be arranged, located, discharged or fired in a manner that, in the opinion of the code official, will not be hazard to property or endanger any person."
- (10) A new *Section 5701.1.1* shall be added which shall read as follows:

"Section 5701.1.1, Bulk, Processing and Industrial Plants Bulk, processing or industrial plants, refineries or other plants and distilleries and all buildings, tanks and equipment used for the storage, processing, distillation, refining or blending of flammable or combustible liquids shall be located, constructed and used in accordance with the building code and NFPA 30 listed in Appendix A and any other applicable law or ordinance of the City of Cape Girardeau."
- (11) *Section 5704.1* is hereby modified, changed and amended to read as follows:

"General. Above ground storage tanks for the storage of combustible or flammable liquids shall be prohibited except as specifically provided for in this code."

(12) Appendix A is hereby deleted.

(Ord. No. 4702, art. 7, 6-1-15)

Staff: Gary Hill, Building and Code
Agenda: Enforcement Manager
8/19/2019

AGENDA REPORT
Cape Girardeau City Council

19-190

SUBJECT

An Ordinance amending Chapter 7 of the Code of Ordinances of the City of Cape Girardeau, Missouri, relating to Storm Shelters.

EXECUTIVE SUMMARY

This proposed Ordinance would repeal the provision which requires the addition of storm shelter facilities in certain occupancy classifications.

BACKGROUND/DISCUSSION

Architect Phillip Smith and Superintendent Neil Glass spoke to the Board of Appeals concerning the Storm Shelter requirements in Section 423 of the 2015 International Building Code. The Cape Girardeau School District has plans to renovate and construct additions on several of their school campuses in the near future. The school district requested guidance from the Board of Appeals if they would be required to incorporate storm shelters in their renovation plans. Phillip Smith shared construction costs meeting storm shelter standards are approximately 50% greater than conventional construction costs due to the 250 mph wind-load storm shelter standards versus the 115 mph wind-load conventional construction standards.

Inspections contacted the International Code Council for additional clarification on storm shelter requirements. Inspections was told the 2015 International Building Code required all occupied additions to school district facilities (including the proposed Aquatic Center) be constructed to storm shelter standards. Another option permitted in the building code is constructing a separate onsite storm shelter to house the occupant load of the school facility.

While it is acknowledged storm shelters provide valuable shelter for individuals seeking protection from unpredictable high-wind events, Inspections and the Board of Appeals believe it is unreasonable for a building code to create this unfunded mandate for Critical Emergency Operations and Educational Facilities. A better approach would be for community and private agencies to pool their efforts and resources to finance and construct storm shelters as a joint venture.

After discussion, Inspections and the Board of Appeals believe mandating the responsibility of constructing storm shelters to individual groups through building code requirements is neither a reasonable or practical approach. Inspections and Board of Appeals recommend Section 7-28 (14) of City Ordinance is amended to repeal Storm Shelter Sections 423.3 Critical emergency operations and 423.4 Group E occupancies from the 2015 International Building Code.

STAFF RECOMMENDATION

Staff recommends approval of an Ordinance amending Chapter 7 of the Code of Ordinances of the City of Cape Girardeau, Missouri, relating to Storm Shelters.

BOARD OR COMMISSION RECOMMENDATION

On July 11, 2019 the Board of Appeals voted in support of Staff's recommendation to amend Section 7-28 (14) of City's Code of Ordinances to repeal Storm Shelter Sections 423.3 Critical emergency operations and 423.4 Group E occupancies from the 2015 International Building Code.

ATTACHMENTS:

Name:	Description:
Amending_Ch_7_regarding_Storm_Shelters.docx	Ordinance
Sec. 7_28. Same Amendments.doc	Sec. 7-28 Same Amendments

AN ORDINANCE AMENDING CHAPTER 7 OF THE CODE
OF ORDINANCES OF THE CITY OF CAPE GIRARDEAU,
MISSOURI, REGARDING STORM SHELTERS

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

ARTICLE 1. Section 7-28, entitled "Same-Amendments", of
Article II of Chapter 7 of the City Code, reading as follows:

Sec. 7-28. - Same-Amendments.

The 2015 International Building Code adopted by this
article is hereby modified and amended in the following
respects:

(1) *Section 101.1* is hereby modified, changed and amended
to read as follows:

"Title. These regulations shall be known as the Building
Code of the City of Cape Girardeau, Missouri, hereinafter
referred to as "this code"."

(2) *Section 103.1* is hereby modified, changed and amended
to read as follows:

"Creation of Enforcement Agency. The Division of Inspection
Services is hereby created and the official in charge shall
be known as the code official."

(3) *Section 103.2* is hereby modified, changed and amended
to read as follows:

"Appointment. The code official shall be appointed by the
city manager."

(4) *Section 105.1.1, Annual permit*, is hereby repealed in
its entirety.

(5) *Section 105.1.2, Annual permit records*, is hereby
repealed in its entirety.

(6) *[Section] 105.2, Work exempt from permit*, Building
item 1 is hereby modified, changed and amended to read:

"One-story detached accessory structures used as tool and
storage sheds, playhouses and similar uses, provided the
floor area is not greater than 150 square feet."

(7) *[Section] 105.2, Work exempt from permit*, Building
items 2, 4, and 6 are hereby deleted.

(8) *Section 109.7, Re-inspection Fee* , add "a re-inspection fee, as established in the City Fee Schedule, after the second inspection for similar inspections."

(9) *Section 111.2, Certificate Issued*, is hereby modified, changed and amended to read as follows: After the building official inspects the building or structure and does not find violations of the provisions of this code or other laws that are enforced by the Inspection Services Division, the building official shall issue a certificate of occupancy that contains the following:

(a) The building permit number and the date the permit was issued.

(b) The address of the structure and the name of the subdivision, the lot number and block number.

(c) The name and address of the owner or the owner's authorized agent.

(d) A description of that portion of the structure for which the certificate is issued.

(e) A statement that the described portion of the structure has been inspected for compliance with the requirements of this code for the occupancy and division of occupancy and the use for which the proposed occupancy is classified.

(f) The name of the building official.

(g) The edition of the code under which the permit was issued.

(h) The use and occupancy, in accordance with the provisions of Chapter 3.

(i) The type of construction as defined in Chapter 6.

(j) The design occupant load.

(k) If an automatic sprinkler system is provided, whether the sprinkler system is required.

(l) Any special stipulations and conditions of the building permit.

(m) The name of the architect.

(n) The name of the contractor.

(o) The square footage of that portion of the structure for which the certificate is issued.

(10) *Section 113.3, Qualifications*, is hereby repealed in its entirety and modified, changed and amended to read as per section 7-8 of the Code of Ordinances of the City of Cape Girardeau.

(11) *Section 114.4* is hereby modified, changed and amended to read as follows:

"Violation Penalties. Any person who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, shall upon conviction

thereof, be subject to a fine of not less than fifty dollars (\$50.00) per day nor more than five hundred dollars (\$500.00) per day for each day the violation exists or continues, or imprisonment for a term not to exceed ninety (90) days, or both, at the discretion of the court. Each day that a violation continues after due notice has been served shall be deemed as a separate offense."

(12) *Section 115.3* is hereby modified, changed and amended to read as follows:

"Unlawful Continuance. The violation of this section shall be punished by a fine not exceeding five hundred dollars (\$500.00) per day for each day the unlawful continuance exists or by imprisonment not exceeding three (3) months, or by both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed as a separate offense."

(13) *Section 202, Definitions*, amend *Sleeping Unit* to [read] as follows:

"Sleeping Unit. Is defined to mean any room in the dwelling that is greater than seventy (70) square feet and has a built in closet space and typically could be used as a bedroom. This does not include rooms used for cooking, eating, family living or gathering and excludes bathrooms, toilet rooms, halls, storage, utility and workshop space and all unconditioned space. Such rooms and spaces that are also part of a dwelling unit are not sleeping units."

(14) *Section 423, Storm Shelters*, is hereby modified, changed and amended to read as per the 2009 International Building Code, on July 1, 2015:

"The provision of storm shelters pursuant to the 2015 International Building Code shall be voluntary. However, on and after July 1, 2018, this section on storm shelters shall be mandatory, and shall be in full force and effect as per the 2015 International Building Code."

(15) [*Section*] *501.2, Address identification*, is hereby amended to read as follows:

"New and existing buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be a minimum of 6 inches high with a minimum stroke width of ½ inch. Where required by the fire code official, address identification shall be provided in

additional approved locations to facilitate emergency response. Where access is by means of a private road and the building address cannot be viewed from the public way, a monument, pole or other approved sign or means shall be used to identify the structure. Address identification shall be maintained."

(16) Reserved.

(17) *Section 1612.3* is hereby created to read as follows:
"Establishment of Flood Hazard Areas. To establish flood hazard areas, the governing body shall adopt a flood hazard map and supporting data. The flood hazard map shall include, at a minimum, areas of special flood hazard as identified by the Federal Emergency Management Agency in an engineering report entitled "The Flood Insurance Study for the City of Cape Girardeau, Missouri," latest edition of the flood map, as amended or revised with the accompanying Flood Insurance Rate Map (FIRM) and flood Boundary and Floodway Map (FBFM) and related supporting data along with any revisions thereto. The adopted flood hazard map and supporting data are hereby adopted by reference and declared to be part of this section."

(18) Reserved.

(19) *Section R104. Duties and Powers of the building official.*

R104.11.2 Moratorium. All other provisions of this Code to the contrary notwithstanding, no building permit shall be issued for construction projects utilizing shipping containers as building materials until October 14, 2017, except on applications received by the City on or before April 7, 2017.

is hereby repealed in its entirety and a new Section 7-28, entitled "Same-Amendments", is hereby enacted in lieu thereof, in words and figures, to read as follows, to-wit:

Sec. 7-28. - Same-Amendments.

The 2015 International Building Code adopted by this article is hereby modified and amended in the following respects:

(1) *Section 101.1* is hereby modified, changed and amended to read as follows:

"Title. These regulations shall be known as the Building Code of the City of Cape Girardeau, Missouri, hereinafter referred to as "this code"."

(2) *Section 103.1* is hereby modified, changed and amended to read as follows:

"Creation of Enforcement Agency. The Division of Inspection Services is hereby created and the official in charge shall be known as the code official."

(3) *Section 103.2* is hereby modified, changed and amended to read as follows:

"Appointment. The code official shall be appointed by the city manager."

(4) *Section 105.1.1, Annual permit*, is hereby repealed in its entirety.

(5) *Section 105.1.2, Annual permit records*, is hereby repealed in its entirety.

(6) [*Section*] *105.2, Work exempt from permit*, Building item 1 is hereby modified, changed and amended to read:

"One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area is not greater than 150 square feet."

(7) [*Section*] *105.2, Work exempt from permit*, Building items 2, 4, and 6 are hereby deleted.

(8) *Section 109.7, Re-inspection Fee*, add "a re-inspection fee, as established in the City Fee Schedule, after the second inspection for similar inspections."

(9) *Section 111.2, Certificate Issued*, is hereby modified, changed and amended to read as follows: After the building official inspects the building or structure and does not find violations of the provisions of this code or other laws that are enforced by the Inspection Services Division, the building official shall issue a certificate of occupancy that contains the following:

(a) The building permit number and the date the permit was issued.

(b) The address of the structure and the name of the subdivision, the lot number and block number.

(c) The name and address of the owner or the owner's authorized agent.

(d) A description of that portion of the structure for which the certificate is issued.

(e) A statement that the described portion of the structure has been inspected for compliance with the requirements of this code for the occupancy and division of occupancy and the use for which the proposed occupancy is classified.

- (f) The name of the building official.
- (g) The edition of the code under which the permit was issued.
- (h) The use and occupancy, in accordance with the provisions of Chapter 3.
- (i) The type of construction as defined in Chapter 6.
- (j) The design occupant load.
- (k) If an automatic sprinkler system is provided, whether the sprinkler system is required.
- (l) Any special stipulations and conditions of the building permit.
- (m) The name of the architect.
- (n) The name of the contractor.
- (o) The square footage of that portion of the structure for which the certificate is issued.

(10) *Section 113.3, Qualifications*, is hereby repealed in its entirety and modified, changed and amended to read as per section 7-8 of the Code of Ordinances of the City of Cape Girardeau.

(11) *Section 114.4* is hereby modified, changed and amended to read as follows:

"Violation Penalties. Any person who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, shall upon conviction thereof, be subject to a fine of not less than fifty dollars (\$50.00) per day nor more than five hundred dollars (\$500.00) per day for each day the violation exists or continues, or imprisonment for a term not to exceed ninety (90) days, or both, at the discretion of the court. Each day that a violation continues after due notice has been served shall be deemed as a separate offense."

(12) *Section 115.3* is hereby modified, changed and amended to read as follows:

"Unlawful Continuance. The violation of this section shall be punished by a fine not exceeding five hundred dollars (\$500.00) per day for each day the unlawful continuance exists or by imprisonment not exceeding three (3) months, or by both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed as a separate offense."

(13) *Section 202, Definitions*, amend Sleeping Unit to [read] as follows:

"Sleeping Unit. Is defined to mean any room in the dwelling that is greater than seventy (70) square feet and has a built in closet space and typically could be used as a bedroom. This does not include rooms used for cooking, eating, family living or gathering and excludes bathrooms, toilet rooms, halls, storage,

utility and workshop space and all unconditioned space. Such rooms and spaces that are also part of a dwelling unit are not sleeping units."

(14) *Section 423.3 Critical emergency operations and 423.4 Group E occupancies*, is hereby repealed in its entirety.

(15) *[Section] 501.2, Address identification*, is hereby amended to read as follows:

"New and existing buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be a minimum of 6 inches high with a minimum stroke width of ½ inch. Where required by the fire code official, address identification shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road and the building address cannot be viewed from the public way, a monument, pole or other approved sign or means shall be used to identify the structure. Address identification shall be maintained."

(16) Reserved.

(17) *Section 1612.3* is hereby created to read as follows:

"Establishment of Flood Hazard Areas. To establish flood hazard areas, the governing body shall adopt a flood hazard map and supporting data. The flood hazard map shall include, at a minimum, areas of special flood hazard as identified by the Federal Emergency Management Agency in an engineering report entitled "The Flood Insurance Study for the City of Cape Girardeau, Missouri," latest edition of the flood map, as amended or revised with the accompanying Flood Insurance Rate Map (FIRM) and flood Boundary and Floodway Map (FBFM) and related supporting data along with any revisions thereto. The adopted flood hazard map and supporting data are hereby adopted by reference and declared to be part of this section."

(18) Reserved.

(19) *Section R104. Duties and Powers of the building official.*
R104.11.2 Moratorium. All other provisions of this Code to the contrary notwithstanding, no building permit shall be issued for construction projects utilizing shipping containers as building materials until October 14, 2017, except on applications received by the City on or before April 7, 2017.

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

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2019.

Bob Fox, Mayor

ATTEST:

Bruce Taylor, Deputy City Clerk

Sec. 7-28. - Same—Amendments.

The 2015 International Building Code adopted by this article is hereby modified and amended in the following respects:

- (1) *Section 101.1* is hereby modified, changed and amended to read as follows:
"Title. These regulations shall be known as the Building Code of the City of Cape Girardeau, Missouri, hereinafter referred to as "this code"."
- (2) *Section 103.1* is hereby modified, changed and amended to read as follows:
"Creation of Enforcement Agency. The Division of Inspection Services is hereby created and the official in charge shall be known as the code official."
- (3) *Section 103.2* is hereby modified, changed and amended to read as follows:
"Appointment. The code official shall be appointed by the city manager."
- (4) *Section 105.1.1, Annual permit*, is hereby repealed in its entirety.
- (5) *Section 105.1.2, Annual permit records*, is hereby repealed in its entirety.
- (6) *[Section] 105.2, Work exempt from permit*, Building item 1 is hereby modified, changed and amended to read:
"One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area is not greater than 150 square feet."
- (7) *[Section] 105.2, Work exempt from permit*, Building items 2, 4, and 6 are hereby deleted.
- (8) *Section 109.7, Re-inspection Fee*, add "a re-inspection fee, as established in the City Fee Schedule, after the second inspection for similar inspections."
- (9) *Section 111.2, Certificate Issued*, is hereby modified, changed and amended to read as follows: After the building official inspects the building or structure and does not find violations of the provisions of this code or other laws that are enforced by the Inspection Services Division, the building official shall issue a certificate of occupancy that contains the following:
 - (a) The building permit number and the date the permit was issued.
 - (b) The address of the structure and the name of the subdivision, the lot number and block number.
 - (c) The name and address of the owner or the owner's authorized agent.
 - (d) A description of that portion of the structure for which the certificate is issued.
 - (e) A statement that the described portion of the structure has been inspected for compliance with the requirements of this code for the occupancy and division of occupancy and the use for which the proposed occupancy is classified.
 - (f) The name of the building official.
 - (g) The edition of the code under which the permit was issued.
 - (h) The use and occupancy, in accordance with the provisions of Chapter 3.
 - (i) The type of construction as defined in Chapter 6.
 - (j) The design occupant load.
 - (k) If an automatic sprinkler system is provided, whether the sprinkler system is required.
 - (l) Any special stipulations and conditions of the building permit.
 - (m) The name of the architect.

- (n) The name of the contractor.
- (o) The square footage of that portion of the structure for which the certificate is issued.
- (10) *Section 113.3, Qualifications*, is hereby repealed in its entirety and modified, changed and amended to read as per section 7-8 of the Code of Ordinances of the City of Cape Girardeau.
- (11) *Section 114.4* is hereby modified, changed and amended to read as follows:

"Violation Penalties. Any person who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, shall upon conviction thereof, be subject to a fine of not less than fifty dollars (\$50.00) per day nor more than five hundred dollars (\$500.00) per day for each day the violation exists or continues, or imprisonment for a term not to exceed ninety (90) days, or both, at the discretion of the court. Each day that a violation continues after due notice has been served shall be deemed as a separate offense."
- (12) *Section 115.3* is hereby modified, changed and amended to read as follows:

"Unlawful Continuance. The violation of this section shall be punished by a fine not exceeding five hundred dollars (\$500.00) per day for each day the unlawful continuance exists or by imprisonment not exceeding three (3) months, or by both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed as a separate offense."
- (13) *Section 202, Definitions*, amend Sleeping Unit to [read] as follows:

"Sleeping Unit. Is defined to mean any room in the dwelling that is greater than seventy (70) square feet and has a built in closet space and typically could be used as a bedroom. This does not include rooms used for cooking, eating, family living or gathering and excludes bathrooms, toilet rooms, halls, storage, utility and workshop space and all unconditioned space. Such rooms and spaces that are also part of a dwelling unit are not sleeping units."
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"The provision of storm shelters pursuant to the 2015 International Building Code shall be voluntary. However, on and after July 1, 2018, this section on storm shelters shall be mandatory, and shall be in full force and effect as per the 2015 International Building Code."~~
- (14) *Sections 423.3 Critical emergency operations and 423.4 Group E occupancies*, is hereby repealed in its entirety.
- (15) *[Section] 501.2, Address identification*, is hereby amended to read as follows:

"New and existing buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be a minimum of 6 inches high with a minimum stroke width of ½ inch. Where required by the fire code official, address identification shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road and the building address cannot be viewed from the public way, a monument, pole or other approved sign or means shall be used to identify the structure. Address identification shall be maintained."
- (16) Reserved.
- (17) *Section 1612.3* is hereby created to read as follows:

"Establishment of Flood Hazard Areas. To establish flood hazard areas, the governing body shall adopt a flood hazard map and supporting data. The flood hazard map shall include, at a minimum, areas of special flood hazard as identified by the Federal Emergency Management Agency in an engineering report entitled "The Flood Insurance Study for the City of Cape Girardeau, Missouri," latest edition of the flood map, as amended or revised with the accompanying Flood Insurance Rate Map (FIRM) and flood Boundary and Floodway Map (FBFM) and related supporting data along with any revisions thereto. The adopted flood hazard map and supporting data are hereby adopted by reference and declared to be part of this section."

(18) Reserved.

(19) *Section R104. Duties and Powers of the building official.*

R104.11.2 Moratorium. All other provisions of this Code to the contrary notwithstanding, no building permit shall be issued for construction projects utilizing shipping containers as building materials until October 14, 2017, except on applications received by the City on or before April 7, 2017.

(Ord. No. 4702, art. 2, 6-1-15; Ord. No. 4954, art. 1, 4-17-17; Ord. No. 4989, art. 1, 7-10-17; Ord. No. 4995, arts. 2, 3, 8-7-17; Ord. No. [5079](#), art. 1, 5-21-18)

Staff: W. Eric Cunningham, City
Agenda: Attorney
8/19/2019

AGENDA REPORT
Cape Girardeau City Council

19-191

SUBJECT

An Ordinance of the City of Cape Girardeau, Missouri, extending the imposition of the present one-quarter of one percent Capital Improvement Sales Tax from its expiration date of December 31, 2019, to December 31, 2034.

EXECUTIVE SUMMARY

On August 6, 2019, the voters of the City authorized the extension of this Capital Improvements Sales Tax. The attached Ordinance is necessary to impose that sales tax extension.

BACKGROUND/DISCUSSION

Normally, an Ordinance calling an election on a sales tax proposition includes language imposing the tax, subject to approval by the City voters. However, in order to avoid confusion in this situation, the Ordinance calling the election on the Capital Improvement Sales Tax on August 6, 2019, did not include that language. The City has two (2) Capital Improvements Sales Taxes, each with different beginning and ending dates, and only the tax extended by the voters on August 6, 2019, has been codified in the City Code. For that reason, the attached Ordinance clarifies the distinction between these two (2) taxes, and then imposes the extension of the tax that was just authorized by the voters. In addition, the Ordinance amends the language contained in the codified City Code in order to clarify which tax is being discussed, and it includes the new December 31, 2034, termination date of this tax.

STAFF RECOMMENDATION

Staff recommends that the City Council approve the attached ordinance.

ATTACHMENTS:

Name:	Description:
 Imposing_Capital_Improvement_Sales_Tax_2019-2034.doc	Ordinance

BILL NO. 19-131

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF CAPE GIRARDEAU, MISSOURI, EXTENDING THE IMPOSITION OF THE PRESENT ONE-QUARTER OF ONE PERCENT CAPITAL IMPROVEMENT SALES TAX FROM ITS EXPIRATION DATE OF DECEMBER 31, 2019, TO DECEMBER 31, 2034

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

WHEREAS, the City of Cape Girardeau, (the "City") currently imposes two (2) sales taxes of one-quarter of one percent (for a total of one-half of one percent) pursuant to Section 94.577 et seq. of the Revised Statutes of Missouri, as amended, for the purposed of funding capital improvements for the City and the retirement of debt under previously authorized bonded indebtedness for such purposes; and

WHEREAS, one of those two one-quarter of one percent Capital Improvement sales taxes has an expiration date of December 31, 2037; and

WHEREAS, the second of those two one-quarter of one percent Capital Improvement sales taxes had a scheduled expiration date of December 31, 2019; however, by an election held on August 6, 2019, the voters of the City of Cape Girardeau authorized the extension of the imposition of said second sales tax to December 31, 2034; and

WHEREAS, due to said approval by the voters, the City Council desires to enact this Ordinance to extend the imposition of this second Capital Improvement Sales Tax for the purposes set out herein to its new expiration date of December 31, 2034.

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

ARTICLE 1. Due to its approval by the voters of the City in the election held on August 6, 2019, there is hereby extended the imposition of the existing sales tax authorized by Section 94.577 et seq. of the Revised Statutes of Missouri, as amended, in the amount of one-quarter of one percent on all retail sales made in the City which are subject to taxation under the provisions of Sections 144.010 to 144.525, inclusive, of the

Revised Statutes of Missouri, as amended, for the purpose of funding capital improvements for water system projects, airport improvements, street repairs, City facilities, and other capital projects to be approved by the City Council, from its previous expiration date of December 31, 2019, to its new expiration date of December 31, 2034.

ARTICLE 2. The tax referred to in Article 1 herein shall be in addition to any and all other sales taxes allowed by law.

ARTICLE 3. In order to accomplish the purposes set out in Article 1 of this Ordinance, and to correct the codification contained in the City Code, Chapter 15, Article IV, Sections 15-116 through 15-121 of the Code of Ordinances of the City of Cape Girardeau, referring to this second Capital Improvements Sales Tax, reading as follows:

Sec. 15-116. - Imposition; rules, regulations.

There is hereby imposed upon all sellers a tax for the privilege of engaging in the business of selling taxable personal property or rendering taxable services at retail to the extent and in the manner provided in RSMo 144.010-144.510, and the rules and regulations of the director of revenue issued pursuant thereto at the rate of one-fourth of one (1) percent on all retail sales made in the city which are subject to taxation under the provisions of RSMo 144.010-144.510. This tax is imposed pursuant to RSMo 94.577 and to the extent provided in RSMo 144.010-144.510 and the rules and regulations of the director of revenue issued pursuant thereto.

Sec. 15-117. - Purpose.

The tax imposed by this article is for the limited purpose of funding capital improvements for flood control, drainage improvement and storm- water control projects and may include the retirement of debt under previously authorized bonded indebtedness for such limited purposes. This tax shall be in addition to any and all other sales taxes allowed by law.

Sec. 15-118. - Trust fund.

There is hereby established a city capital improvements trust fund. All moneys received by the city from the capital improvements sales tax imposed

by this article shall be deposited by the finance director to the credit of this fund and used in accordance with state statute.

Sec. 15-119. - When effective, duration.

The tax authorized by this article shall become effective on the first day of January, 1990 and such tax shall continue for a period of ten (10) years from its date of inception and thereafter shall automatically terminate unless extended or renewed in accordance with law.

Sec. 15-120. - Condition precedent; use of proceeds.

This article shall become effective only in the event that the United States Congress appropriates construction funds for the Cape LaCroix-Walker Creek Flood Control Project previously authorized by the Water Resources Development Act of 1986 and described in the United States Army Corps of Engineers Cape Girardeau-Jackson Metropolitan Area Missouri Feasibility Report dated December, 1983. If the voters of this city approve this tax, and if the United States Congress appropriates construction funds as set out herein, the funds derived from the imposition of this tax shall be used primarily for the Cape LaCroix Creek-Walker Creek Flood Control Project but the use of the funds shall not be limited to such project but may be allocated to other flood control, drainage improvement and stormwater control projects as determined by the city council. Funds derived from the imposition of this tax may also be used for capital improvements for parks and recreational purposes but only to the extent that such parks and recreational purposes are directly related to and incidental to the Cape LaCroix Creek-Walker Creek Flood Control Project.

Sec. 15-121. - Tax extended.

Pursuant to section 15-119, and the election held on April 5, 1994, the tax authorized by this article is extended effective on the first day of January, 2000, with such tax to terminate on December 31, 2019, unless otherwise extended or renewed in accordance with law, for the purpose of funding capital improvements for flood control, drainage improvement, stormwater control projects, and for other capital

improvement projects to be designated by the Cape Girardeau City Council.

is hereby repealed in its entirety and a new Chapter 15, Article IV, Sections 15-116 through 15-119 is hereby enacted in lieu thereof, in words and figures, to read as follows, to-wit:

Sec. 15-116. - Imposition, extension; rules, regulations.

As approved by the voters of the City on August 6, 2019, there is hereby extended the imposition of a tax upon all sellers for the privilege of engaging in the business of selling taxable personal property or rendering taxable services at retail to the extent and in the manner provided in RSMo 144.010-144.525, and the rules and regulations of the director of revenue issued pursuant thereto at the rate of one-fourth of one (1) percent on all retail sales made in the city which are subject to taxation under the provisions of RSMo 144.010-144.525. This tax is imposed pursuant to RSMo 94.577 and to the extent provided in RSMo 144.010-144.525 and the rules and regulations of the director of revenue issued pursuant thereto.

Sec. 15-117. - Purpose.

The tax extension imposed by this article is for the limited purpose of funding capital improvements for airport improvements, street repairs, City facilities, and other water system projects, and may include the retirement of bonded indebtedness for such limited purposes. This tax shall be in addition to any and all other sales taxes allowed by law.

Sec. 15-118. - Trust fund.

There is hereby established a city capital improvements trust fund. All moneys received by the city from the capital improvements sales tax imposed by this article shall be deposited by the finance director to the credit of this fund and used in accordance with state statute.

Sec. 15-119. - When effective, duration.

The extension of the imposition of the tax authorized by this article shall become effective on the first day of January, 2020, and such tax shall continue for a period of fifteen (15) years from its date of

inception, and thereafter shall automatically terminate unless extended or renewed in accordance with law.

Secs. 15-120-15-121. - Reserved.

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

ARTICLE 5. It is the intention of the governing body and it is hereby ordained that the provisions of Article 3 of this ordinance shall become and be made a part of the Code of Ordinances of the City of Cape Girardeau, Missouri, and the sections of this Code may be renumbered to accomplish such intention.

ARTICLE 6. This ordinance shall be in full force and effect ten days after its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 2019.

Bob Fox, Mayor

ATTEST:

Bruce Taylor, Deputy City Clerk

Staff: Kelly Green, P.E., City Engineer
Agenda: 8/19/2019

AGENDA REPORT
Cape Girardeau City Council

19-192

SUBJECT

An Ordinance authorizing the Mayor to execute a Special Warranty Deed to Jerry Collins and Brenda Collins, a married couple for property located at 3207 Bernice Street in the City of Cape Girardeau, Missouri

EXECUTIVE SUMMARY

The attached ordinance conveys property at 3207 Bernice Street, Cape Girardeau to Jerry Collins and Brenda Collins, a married couple.

BACKGROUND/DISCUSSION

3207 Bernice Street was identified as surplus property that could be sold. A Special Warranty Deed has been prepared for this purpose and is attached. Mr. and Mrs. Collins' home is adjacent to this property.

FINANCIAL IMPACT

Jerry and Brenda Collins are paying \$6,600 for the property. The City will pay the recording fee.

STAFF RECOMMENDATION

Staff recommends approval of the ordinance authorizing the Mayor to execute a Special Warranty Deed to Jerry and Brenda Collins for property located at 3207 Bernice Street, in Cape Girardeau, Missouri.

ATTACHMENTS:

Name:	Description:
Collins_3207_Bernice_Street_Special_Warranty_Deed.doc	Ordinance
Bernice_3207_Sales_Agreement.doc	Agreement for the Sale
3027_Bernice_SWD.doc	SWD City to Collins

BILL NO. 19-132

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A SPECIAL WARRANTY DEED TO JERRY COLLINS AND BRENDA COLLINS, FOR PROPERTY LOCATED AT 3207 BERNICE STREET, IN THE CITY OF CAPE GIRARDEAU, MISSOURI

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

ARTICLE 1. The Mayor, for and on behalf of the City of Cape Girardeau, Missouri, is hereby authorized to execute a Special Warranty Deed to Jerry Collins and Brenda Collins, a married couple, for property located at 3207 Bernice Street, in the City and County of Cape Girardeau, Missouri, more particularly described as follows:

Lot 4, Block 1 of Lakeview Estates Subdivision No. 3

In addition, the City Manager is authorized to execute all accompanying documents.

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2019.

Bob Fox, Mayor

ATTEST:

Bruce Taylor, Deputy City Clerk

AGREEMENT FOR THE SALE OF REAL PROPERTY

3207 Bernice Street
Cape Girardeau, Missouri 63701

The undersigned, **City of Cape Girardeau**, a Municipal Corporation organized and existing under the laws of the State of Missouri, in the County of Cape Girardeau in the State of Missouri, hereinafter called the “Seller”, in consideration of the mutual covenants and agreements herein set forth, agrees to sell and convey to Jerry Collins and Brenda Collins, a married couple, hereinafter called the “Buyer”, and the Buyer agrees to purchase, the fee simple title to the following described land, and all rights, hereditaments, easements and appurtenances thereunto belonging, located in the County of Cape Girardeau, State of Missouri, and more particularly described as:

Lot 4, Block 1 of Lakeview Estates Subdivision No. 3

The terms and conditions of this agreement are as follows:

1. Within 60 days of the full execution of this Agreement, Jerry Collins and Brenda Collins agree to pay the sum of \$6,600 to the City of Cape Girardeau for land described located at 3207 Bernice Street, Cape Girardeau, Missouri. The Seller shall execute and deliver a good and sufficient Special Warranty Deed conveying said land, with the hereditaments and appurtenances thereunto belonging to Jerry and Brenda Collins, A married couple in fee simple, free and clear from all liens and encumbrances. Closing to take place on or before September 30, 2019, unless the Seller and Buyer mutually agree to a different date.
2. It is agreed that the City will defray the expenses incident to the preparation and recordation of the deed and easements to the City.
3. The City of Cape Girardeau, Missouri represents that no elected City official or City employee shall be admitted to or share any part of this agreement, or to any benefits that may arise therefrom.
4. The terms and conditions aforesaid are to apply to and bind the heirs, executors, administrators, successors and assigns of the Owner.
5. All terms and conditions with respect to this agreement are expressly contained herein and the Owner agrees that no representative or agent of the City has made any representation or promise with respect to this agreement not expressly contained within.

Remainder of page left intentionally blank

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That on this ____ day of _____, 2019, **THE CITY OF CAPE GIRARDEAU, MISSOURI**, a **Municipal Corporation organized and existing under the laws of the State of Missouri**, of the County of Cape Girardeau in the State of Missouri, **GRANTOR**, in consideration of Ten Dollars (\$10.00) and other valuable consideration, to it paid by **Jerry Collins and Brenda Collins**, of the County of Cape Girardeau, in the State of Missouri, **GRANTEE**, (mailing address of said first named grantee is: 3037 Bernice Street, Cape Girardeau, MO the receipt whereof is hereby acknowledged, and by virtue and pursuance of an **ORDINANCE OF THE CITY COUNCIL OF SAID CITY**, does by these presents, **SELL AND CONVEY** unto the Grantee, its successors and assigns, the following described lots, tracts or parcels of land, lying, being and situate in the City and County of Cape Girardeau and State of Missouri, to-wit:

Lot 4, Block 1 of Lakeview Estates Subdivision No. 3

TO HAVE AND TO HOLD the same, together with all rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining unto the said Grantee, and unto its successors and assigns, **FOREVER**, the said Grantor hereby covenanting that the above described premises are free and clear of all encumbrances done or suffered by the Grantor, and that it will Warrant and Defend the title to the said premises unto the Grantee and Grantee's successors and assigns, **FOREVER**, against the lawful claims of all persons claiming through the Grantor.

WITNESS the hand of the Grantor the day and year first above written.

THE CITY OF CAPE GIRARDEAU, MISSOURI

(Seal)

By: _____
Bob Fox, Mayor

ATTEST:

Gayle L. Conrad, City Clerk

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

On this ____ day of _____, 2019, before me personally appeared **Bob Fox**, to me personally known, who being duly sworn did say that he is **Mayor of the City of Cape Girardeau, Missouri**, a municipal corporation of the State of Missouri, and that the seal affixed to this instrument is the official 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 the day and year first above written.

Notary Public

My commission expires:

Staff: Stan Polivick, Public Works
Agenda: Director
8/19/2019

AGENDA REPORT
Cape Girardeau City Council

19-193

SUBJECT

An Ordinance accepting a Temporary Construction Easement from Terry and Cynthia McDowell, for the Hopper Road Box Culvert Project, in the City of Cape Girardeau, Missouri. First Reading.

EXECUTIVE SUMMARY

The attached Ordinance accepts a Temporary Construction Easement from Terry and Cynthia McDowell, which is necessary for the Hopper Road Box Culvert Project.

BACKGROUND/DISCUSSION

The City is currently completing the Hopper Road Box Culvert project. In negotiations with the McDowell's, the City has agreed to repair the concrete driveway for 2601 Hopper Road. A Temporary Construction Easement is needed to allow equipment to access the driveway for repair.

FINANCIAL IMPACT

Terry and Cynthia McDowell have donated the Temporary Construction Easement.

STAFF RECOMMENDATION

Staff recommends approval of the Ordinance accepting a Temporary Construction Easement from Terry and Cynthia McDowell.

ATTACHMENTS:

Name:	Description:
Temporary_Construction_Easement-McDowell_s_2601_Hopper_Road_Hopper_Road_Box_Culvert_Project.doc	Ordinance
2601_Hopper_Road_TCE_EXECUTED.pdf	2601 Hopper Road TCE
Agreement_to_Grant_TCE_-_2601_Hopper_EXECUTED.pdf	2601 Hopper Road Agreement to Grant TCE

BILL NO. 19-133

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A TEMPORARY
CONSTRUCTION EASEMENT FROM TERRY AND
CYNTHIA MCDOWELL, FOR THE HOPPER ROAD
BOX CULVERT PROJECT, IN THE CITY OF
CAPE GIRARDEAU, MISSOURI

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

ARTICLE 1. The City of Cape Girardeau, Missouri,
hereby accepts, and agrees to accept a Temporary
Construction Easement from Terry and Cynthia McDowell, for
2601 Hopper Road, for the Hopper Road Box Culvert Project,
in the City of Cape Girardeau, Missouri, described as
follows:

A PART OF LOT NO. 6, PLEASANT ACRES AS RECORDED
IN PLAT BOOK NO. 5 AT PAGE NO. 11 OF THE LAND
RECORDS OF THE COUNTY RECORDER'S OFFICE; CITY AND
COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2019.

Bob Fox, Mayor

ATTEST:

Bruce Taylor, Deputy City Clerk

TEMPORARY CONSTRUCTION EASEMENT
2601 Hopper Road
Cape Girardeau, Missouri

KNOW ALL PERSONS BY THESE PRESENTS: **TERRY AND CYNTHIA MCDOWELL**, Husband and Wife, herein referred to as **GRANTOR**, and the **CITY OF CAPE GIRARDEAU**, a Municipal Corporation of the County of Cape Girardeau, State of Missouri, herein referred to as **GRANTEE**:

WITNESSETH, that Grantor, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, to be paid by Grantee, the receipt of which is hereby acknowledged, do by these presents, remise and convey unto Grantee the following TEMPORARY CONSTRUCTION EASEMENT, described as follows:

A PART OF LOT NO. 6, PLEASANT ACRES AS RECORDED IN PLAT BOOK NO. 5 AT PAGE NO. 11 OF THE LAND RECORDS OF THE COUNTY RECORDER'S OFFICE; CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI.

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, and construct certain driveway improvements for the Hopper Road Box Culvert Project, in, on, upon, or across said described property, together with all the useful, necessary and proper adjuncts, appurtenances, and appliances in connection therewith, as shown on the plans and specification of file in the Office of the City Engineer. Said privilege is valid from the date this easement is executed by the Owners. The easement shall expire once the improvements are completed.

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

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

**AGREEMENT FOR THE GRANTING OF A
TEMPORARY CONSTRUCTION EASEMENT**

Hopper Road Box Culvert Project
2601 Hopper Road
Cape Girardeau, Missouri

The undersigned, **TERRY AND CYNTHIA MCDOWELL**, Husband and Wife, hereinafter referred to as the "Owners", in consideration of the mutual covenants and agreements herein set forth, agree to grant and convey to the **CITY OF CAPE GIRARDEAU**, Missouri, a Municipal Corporation, hereinafter referred to as the "City", and the City agrees to accept, a **TEMPORARY CONSTRUCTION EASEMENT**, in, upon, over and across a certain tract of land described in Exhibit A, attached hereto and made a part hereof.

The terms and conditions of this agreement are as follows:

1. The City agrees to remove and replace the concrete driveway for 2601 Hopper Road. Specifically, the City will remove 50 feet by 47 feet of concrete driveway and replace it with 50 feet by 47 feet of 4,000 psi concrete 6 inches thick on compacted gravel.
2. It is agreed the City will provide access to 2601 Hopper Road in the interim between opening Hopper Road to traffic and removing and replacing the driveway. The removal and replacement of the driveway will take place at a mutually agreeable time for the Owners and Contractor.
3. The Owners agree to grant a Temporary Construction Easement for the removal and replacement of the driveway, as described in Exhibit A.
4. The Owners agree to hold the City harmless for all perceived or real damages in relation to the Hopper Road Box Culvert Project.
5. It is agreed the City will defray the expenses incident to the preparation and recordation of the easement.
6. The Owner represents no elected City official or City employee shall be admitted to or share any part of this agreement, or to any benefits that may arise therefrom.
7. The terms and conditions aforesaid shall apply to and bind the heirs, executors, administrators, successors and assigns of the Owner.
8. All terms and conditions with respect to this agreement are expressly contained herein and the Owner agrees that no representative or agent of the City has made any representation or promise with respect to this agreement not expressly contained within.

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

IN WITNESS WHEREOF, the undersigned have executed this easement this 9th day of August, 2019

Terry McDowell
Terry McDowell

STATE OF Missouri)
COUNTY OF Cape Girardeau) ss.



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

BE IT REMEMBERED, That on this 9th day of August, 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
Notary Public

My Commission Expires:
11-28-2021

Cynthia McDowell
Cynthia McDowell

STATE OF Missouri)
COUNTY OF Cape Girardeau) ss.



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

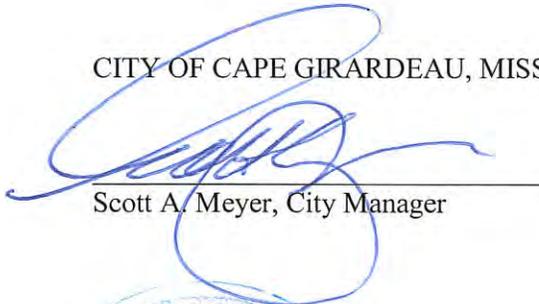
BE IT REMEMBERED, That on this 9th day of August, 2019, before me, personally appeared Cynthia McDowell, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

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

Loretta L. Kincaid
Notary Public

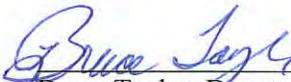
My Commission Expires:
11-28-2021

CITY OF CAPE GIRARDEAU, MISSOURI



Scott A. Meyer, City Manager

ATTEST:



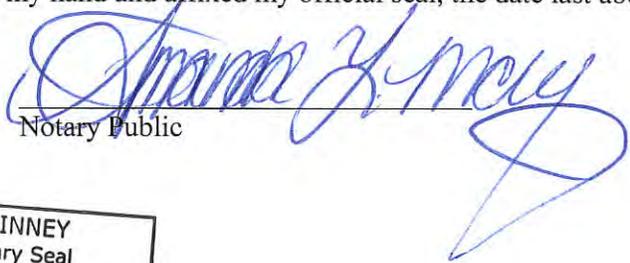
Bruce Taylor, Deputy City Clerk



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

BE IT REMEMBERED, that on this 12th day of August, 2019, before me, the undersigned notary public, personally appeared Scott A. Meyer, who, being by me duly sworn, did state that he is the City Manager of the City of Cape Girardeau, Missouri, a Municipal Corporation, and that the seal affixed to the within instrument the is the official seal of said City, and that the within instrument was executed on behalf of said City by authority of its City Council, and that said instrument was executed as the free act and deed of said City.

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



Notary Public

My Commission Expires:
3/3/2022



EXHIBIT A

Legal Description
2601 Hopper Road
Temporary Construction Easement

A PART OF LOT NO. 6, PLEASANT ACRES AS RECORDED IN PLAT BOOK NO. 5 AT PAGE NO. 11 OF THE LAND RECORDS OF THE COUNTY RECORDER'S OFFICE; CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI.

Staff: Gayle L. Conrad, CMC/MRCC,
Director of Citizen Services/City
Agenda: Clerk
8/19/2019

AGENDA REPORT
Cape Girardeau City Council

19-194

SUBJECT

Consideration of Appeal of Denial of Renewal Application for a Retail Liquor by the Drink and Sunday Sales Liquor License for Ricky Lynn Werner, d/b/a River Valley Banquet Center, LLC, 631 South Sprigg Street.

EXECUTIVE SUMMARY

As required by City ordinance, all issued liquor licenses expire on June 30th of each year. Businesses wishing to continue liquor operations are required to submit an Application for Liquor License Renewal. Once submitted, these applications are reviewed by the Cape Girardeau Police, Fire and Development Services Departments, as well as the Cape Girardeau County Public Health Center. Each entity determines if the business meets all required regulations and submits to the City Manager a recommendation for approval or denial of the license. After reviewing the recommendations, the City Manager either approves or denies the Liquor License Renewal Application for a one-year period beginning July 1. If an applicant does not agree with the City Manager's determination, the applicant may file an appeal for the matter to be heard by the Liquor License Review Board. Until the matter is heard by the board, the applicant is allowed to continue operation of its premises as though it had a valid license.

BACKGROUND/DISCUSSION

In 2016, Mr. Ricky Lynn Werner was issued a Retail Liquor by the Drink and subsequently a Sunday Sales liquor license for operation of the River Valley Banquet Center at 631 South Sprigg Street. Mr. Werner continued to submit renewals of his liquor license on an annual basis as required by ordinance.

In May of 2018, Mr. Werner applied for renewal of the liquor license for River Valley Banquet Center. The City Manager denied the Renewal Application based upon recommendation by the Cape Girardeau Police Department. Mr. Werner appealed the denial to the Liquor License Review Board. The Board met in June of 2018, and overturned the ruling of the City Manager and directed that the liquor license be renewed.

On April 30, 2019, the City Manager issued a Liquor License Revocation Notice for the River Valley Banquet Center due to incidents that had occurred at the address of the business. That Revocation Notice is attached hereto, and it states four grounds for the revocation. Mr. Werner appealed the revocation to the Liquor License Review Board. The Board was not able to conduct a meeting before the liquor license expired on June 30, 2019, so the revocation became null and void.

In June of 2019, Mr. Werner submitted a Liquor License Renewal Application for the River Valley Banquet Center. The City Manager denied the Renewal Application based upon recommendation by the Cape Girardeau Police Department. Mr. Werner then appealed the denial to the Liquor License Review Board. The Board held a hearing on July 22, 2019, and by unanimous vote upheld the decision of the City Manager to deny the liquor license renewal for the River Valley Banquet Center. Per City Ordinance, the applicant may appeal the decision of the Liquor License Review Board denying a liquor license to the City Council.

STAFF RECOMMENDATION

In tonight's meeting, the City Council will consider the comments and documentation provided by City staff and the comments and the documentation provided by the licensee. The City Council is reviewing the decision of the City Manager not to renew the license. It is not reviewing the decision of the Liquor License Review Board.

BOARD OR COMMISSION RECOMMENDATION

The Liquor License Review Board met on Monday, July 22, 2019, to review the appeal of the City Manager's denial of a renewal for a retail liquor by the drink and Sunday Sales liquor license for Ricky Lynn Werner d/b/a River Valley Banquet Center LLC located at 631 South Sprigg Street, Cape Girardeau, Missouri.

At this meeting of the Board, the licensee was permitted the opportunity to be heard, and the Board also received comments from City staff. The Board considered the information and the arguments presented by the licensee and the documentation provided by City staff. After considering the information, and the licensee having the opportunity to be heard, the Board voted unanimously (3-0) to affirm the City Manager's denial of the liquor license renewal for Ricky Lynn Werner, d/b/a River Valley Banquet Center, LLC. The grounds for the decision are as follows:

- Licensee did permit or fail to prevent or suppress a violent quarrel, brawl, or fight on the premises.
- Licensee failed to operate the business in such a manner that it does not constitute a nuisance.
- Licensee failed to take appropriate and necessary steps to supervise the outdoor areas of premises.
- Licensee failed to comply with City Code by operating the business without a valid business license.
- Licensee did not present a plan to provide for the safety of patrons in the future or how the licensee would comply with the Standards of Conduct outlined in Sec. 5-39 of the City Code.
- Licensee was currently operating the business without a valid State of Missouri liquor license.

ATTACHMENTS:

Name:	Description:
RiverValley.CouncilLetter.Appeal.2019-08-01.pdf	City Council appeal letter 08-01-19
RiverValley.renewal_denial_board.2019-07-24.pdf	Liquor Board denial letter 07-24-19
agenda.2019-07-22.packet.pdf	Liquor Board agenda packet 07-22-19
RiverValley.renewal_denial_appeal.2019-07-01.pdf	Werner appeal letter 07-01-19
RiverValley.renewal_denial.ltr.2019-06-27.pdf	City Manager denial letter 06-27-19
RiverValley.renewal_denial.2019-06-27.pdf	Renewal Application 06-18-19
RiverValley.revocation.2019-05-10.pdf	Revocation Notice 04-30-19

RONALD GARMS

Attorney at Law

P. O. Box 795 • Cape Girardeau, MO 63702 • 314.315.3131 • r.garms@garmslaw.com

August 1, 2019

Mr. Scott A. Meyer
c/o Gayle Conrad, City Clerk
City Manager
City of Cape Girardeau
401 Independence Street
Cape Girardeau, Missouri

RE: Appeal of Denial of Liquor License for River Valley Banquet Center

Dear Mr. Meyer:

Please take notice that Ricky Werner and the River Valley Banquet Center appeal to the Cape Girardeau City Council the finding of the Liquor Review Board denying a renewal of the liquor license to same.

It is my understanding based on Ordinance 5-37(c) that since delivery of this notice is not more than two full business days before the next meeting of the City Council that it will set for review at the meeting thereafter which I believe is to be held on August 19, 2019. If I am mistaken as to the review date, please advise.

Sincerely,



Ronald Garms

CITY *of* CAPE GIRARDEAU

July 24, 2019

Mr. Rick Werner
River Valley Banquet Center LLC.
1722 Crestwood Drive
Cape Girardeau, MO 63701
iprick@hotmail.com

Mr. Ronald Garms
Attorney At Law
P.O. Box 795
Cape Girardeau, MO 63702
r.garms@garmslaw.com

Re: Denial of Liquor License Renewal Application for Ricky Lynn Werner d/b/a Rier Valley Banquet Center, LLC, 631 South Sprigg Street

Dear Mr. Werner:

The Liquor License Review Board met on Monday, July 22, 2019, to review the appeal of the City Manager's denial of a renewal for a retail liquor by the drink and Sunday Sales liquor license for Ricky Lynn Werner d/b/a River Valley Banquet Center LLC located at 631 South Sprigg Street, Cape Girardeau, Missouri.

At this meeting of the Board, the licensee was permitted the opportunity to be heard and received comments from City staff. The Board considered the information and arguments presented by the licensee and the documentation provided by City staff. After considering the information and the licensee having the opportunity to be heard, the Board voted unanimously (3-0) to affirm the City Manager's denial of the liquor license renewal for Ricky Lynn Werner, d/b/a River Valley Banquet Center, LLC. The grounds for the decision are as follows:

1. Licensee did permit or fail to prevent or suppress a violent quarrel, brawl, or fight on the premises.
2. Licensee failed to operate the business in such a manner that it does not constitute a nuisance.
3. Licensee failed to take appropriate and necessary steps to supervise the outdoor areas of premises.
4. Licensee failed to comply with City Code by operating the business without a valid business license.
5. Licensee did not present a plan to provide for the safety of patrons in the future or how the licensee would comply with the Standards of Conduct outlined in Sec. 5-39 of the City Code.
6. Licensee is currently operating the business without a valid State of Missouri liquor license.



Mr. Ricky L. Werner
Mr. Ron Garms
Page 2
July 24, 2019

Per Section 5-35(c) of the City Code of Ordinances, you may continue operating as though the license were renewed until ten (10) days after receiving this letter of denial.

Sincerely,



Lori Meyer, Chief Review Officer
Alex McElroy
Brandon Cooper
Liquor License Review Board

copy: Mrs. Trisha Holloway, Customer Service Manager
Lt. Brad Smith, Cape Girardeau Police Department
Mr. Eric Cunningham, City Attorney
Cpt. Brian Shaffer, Cape Girardeau Fire Department
Cape Girardeau County Public Health Center
MO Dept. Public Safety, Alcohol and Tobacco Control



Liquor License Review Board

Monday, July 22, 2019
City Hall - Council Chambers
401 Independence Street
Cape Girardeau, MO 63701
2:00 p.m.

AGENDA

1. Call to Order
2. Introduction and Opening Comments
3. Approval of Minutes of April 5, 2019, meeting.
4. Appeal Review: Denial of Liquor License Renewal Application for Ricky Lynn Werner, d/b/a River Valley Banquet Center, LLC, located at 631 South Sprigg Street, Cape Girardeau, Missouri
 - a. Applicant Comment
 - b. City Staff Comment
 - c. Board review, discussion, and possible action
5. Adjourn

The Liquor License Review Board of the City of Cape Girardeau, Missouri, may 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, or confidential or privileged communications with its attorneys.

Letter No. 19-64

June 27, 2019

SENT VIA U.S. MAIL AND E-MAIL

Mr. Rick Werner
River Valley Banquet Center LLC
1722 Crestwood Drive
Cape Girardeau, MO 63701

Re: Renewal of Liquor License for River Valley Banquet Center LLC, 631 South Sprigg

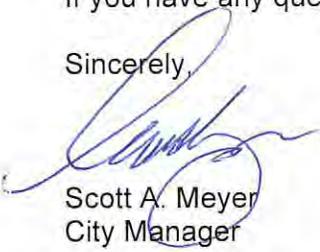
Dear Mr. Werner:

On June 18, 2019, you submitted an application to renew the retail liquor by the drink and Sunday Sales liquor license for River Valley Banquet Center LLC located at 631 South Sprigg Street, Cape Girardeau, Missouri. Based upon Sections 5-33 and 5-39 of the City Code and findings of the Cape Girardeau Police Department enclosed herein, I have denied the renewal of the liquor license for the River Valley Banquet Center.

Per Section 5-35 of the City Code of Ordinances, the applicant for the liquor license may appeal this denial by requesting a hearing before the Liquor License Review Board. The written appeal request must be received within ten (10) days after this notice of denial was received. This notice is presumed received by the applicant three (3) days after it is mailed. The appeal must be in writing and addressed to the Liquor License Review Board, Attention Gayle Conrad, P.O. Box 617, 401 Independence, Cape Girardeau, MO 63702.

If you have any questions, feel free to contact my office.

Sincerely,



Scott A. Meyer
City Manager

Enclosure

cc Trisha Holloway, Customer Service Manager
Wes Blair, Police Chief
Mark Hasheider, Interim Fire Chief
Cape Girardeau County Public Health Center
Ronald Garms, Legal Counsel





RENEWAL OF LIQUOR LICENSE APPLICATION
CITY of CAPE GIRARDEAU

CUSTOMER SERVICE OFFICE, 401 INDEPENDENCE ST., CAPE GIRARDEAU, MO 63703, 573-339-6322

Date Submitted: 6/18/19

Application For (check all that apply)		
5% Liquor by the Drink <input checked="" type="checkbox"/>	Wholesalers of Malt Liquor Not in Excess of 5% <input type="checkbox"/>	Sunday Sales <input checked="" type="checkbox"/>
Retail Liquor by the Drink <input checked="" type="checkbox"/>	Wholesalers of Intoxicating Liquor -- Under 22% <input type="checkbox"/>	Wine Tasting <input type="checkbox"/>
Original Package Liquor <input type="checkbox"/>	Wholesalers of Intoxicating Liquor -- All Kinds <input type="checkbox"/>	Consumption of Liquor <input type="checkbox"/>
Manufacturers of Beer <input type="checkbox"/>	Distillers/Manufacturers of Liquor <input type="checkbox"/>	Delivery Only <input type="checkbox"/>

Owner's Full Name (First, Middle, Last) <u>Ricky Werner</u>	Business Name <u>River Valley Banquet Center</u>
Owner's Address <u>1722 Crestwood Dr</u>	Business Address <u>631 S. Spring</u>
City, State, Zip <u>Cape Gir Mo 63701</u>	City, State, Zip <u>Cape Gir Mo 63703</u>
Business Phone <u>573-334-2939</u>	Applicant/Other Phone Email

Provide the following information pertaining to the managing officer of the corporation, each partner of a partner of a partnership, or the owner of a sole proprietorship

Full Name (and maiden name, if applicable) <u>Ricky Werner</u>	Date of Birth	Place of Birth <u>Cape</u>
Current Residence Address <u>1722 Crestwood Dr</u>	City, State, Zip <u>Cape Gir Mo 63701</u>	
Current Driver License Number	Current Driver License State <u>Mo</u>	Social Security Number
List all former driver license states <u>N/A</u>	Is the managing officer a U. S. Citizen? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	

List all former names and times when used		
Full Name	From	To
Full Name	From	To
Full Name	From	To

Has the owner, managing officer, corporation, any stockholder owning 10% or more of issued stock, or any partner, or any member of owner's managing officers, or any partner's household or immediate family had any license issued by the supervisor of liquor control of the state of Missouri or by the licensing authority of any other state or by any city, suspended or revoked within the last 12 months? YES NO If so, give details:

Is there now employed or do you expect to employ in the business hereunder any person who has been convicted of any crime? YES NO If so, give details:

Name, address and phone number of partners or officers, and ownership percentage: (Attach a separate sheet if needed)

Name	Address	Phone	Percentage Held
<u>Ricky Werner</u>	<u>1722 Crestwood Dr</u>	<u>573-335-9206</u>	<u>100</u>

FOR PARTNERS OR SOLE PROPRIETORS:

STATE OF _____)
 COUNTY OF _____) SS.

_____, of lawful age being first duly sworn upon oaths, depose and say that (he, she) have read this application and the instructions with reference thereto and that (he, she, they) fully understand the same; that (he, she) know the contents and the statements contained therein and that the same are true. Applicant has personal knowledge of the information contained the application and has read the provisions of Article XV of Chapter 15 of the Code of Ordinances of the City of Cape Girardeau, Missouri.

Subscribed and sworn to me before this _____ day of _____,

 NOTARY PUBLIC My Commission Expires: _____

FOR MANAGING OFFICER OF CORPORATION/PARTNERSHIP:

STATE OF Missouri)
 COUNTY OF Cape Girardeau) SS.

Ricky Werner, of lawful age, being first duly sworn upon (his, her) oath, deposes and says that (he, she) is the managing officer of the corporation seeking a license hereunder, that (he, she) has been authorized by said corporation to make this application in its behalf, that (he, she) has read this application and the instructions with reference thereto, and that (he, she) fully understand the same and that (he, she) knows the contents thereof and the answers and statements contained therein and the same are true.

[Signature]

Subscribed and sworn to before me this 31st day of May, 2019

[Signature]
 NOTARY PUBLIC

My Commission Expires: 7-18-20

SHAWN N. FERGUSON
 Notary Public - Notary Seal
 STATE OF MISSOURI
 Scott County
 My Commission Expires July 18, 2020
 Commission #12380576

6-19

OFFICE USE ONLY				
Police Dept.	Approve <input type="checkbox"/>	Disapprove <input checked="" type="checkbox"/>	Signature (see att.)	Date 6-19-19
Building Inspector	Approve <input checked="" type="checkbox"/>	Disapprove <input type="checkbox"/>	Signature (see att.)	Date 6-26-19
Zoning Inspector	Approve <input checked="" type="checkbox"/>	Disapprove <input type="checkbox"/>	Signature (see att.)	Date 6-26-19
Health Inspector	Approve <input checked="" type="checkbox"/>	Disapprove <input type="checkbox"/>	Signature (see att.)	Date 6-25-19
Fire Inspector	Approve <input checked="" type="checkbox"/>	Disapprove <input type="checkbox"/>	Signature <i>[Signature]</i>	Date 6/25/19
FOG Inspector	Approve <input checked="" type="checkbox"/>	Disapprove <input type="checkbox"/>	Signature (see att.)	Date 6-20-19
Taxes <input checked="" type="checkbox"/>		Utilities <input checked="" type="checkbox"/>	Special Assessment <input type="checkbox"/>	No Tax Due <input checked="" type="checkbox"/>
License #	2799		Setup Issue	
Bill #	15243		Amount Due	750 ⁰⁰

Denied *[Signature]* 6/26/19

FOR PARTNERS OR SOLE PROPRIETORS:

STATE OF _____)
 COUNTY OF _____) SS.

_____ of lawful age being first duly sworn upon oaths, depose and say that (he, she) have read this application and the instructions with reference thereto and that (he, she, they) fully understand the same; that (he, she) know the contents and the statements contained therein and that the same are true. Applicant has personal knowledge of the information contained the application and has read the provisions of Article XV of Chapter 15 of the Code of Ordinances of the City of Cape Girardeau, Missouri.

Subscribed and sworn to me before this _____ day of _____

NOTARY PUBLIC

My Commission Expires: _____

FOR MANAGING OFFICER OF CORPORATION/PARTNERSHIP:

STATE OF Missouri)
 COUNTY OF Cape Girardeau) SS.

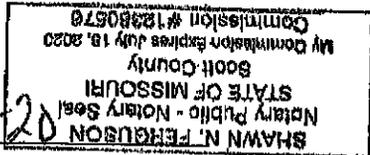
Ricky Warner of lawful age, being first duly sworn upon (his, her) oath, deposes and says that (he, she) is the managing officer of the corporation seeking a license hereunder, that (he, she) has been authorized by said corporation to make this application in its behalf, that (he, she) has read this application and the instructions with reference thereto, and that (he, she) fully understand the same and that (he, she) knows the contents thereof and the answers and statements contained therein and the same are true.

[Signature]

Subscribed and sworn to before me this 31st day of May, 2019

NOTARY PUBLIC

My Commission Expires: 7-18-20



I will not approve until liquid biz. Paid new on 6/24/19X #111

OFFICE USE ONLY				
Police Dept.	Approve <input type="checkbox"/>	Disapprove <input checked="" type="checkbox"/>	Signature <i>[Signature]</i>	Date <u>6-19-19</u>
Building Inspector	Approve <input type="checkbox"/>	Disapprove <input type="checkbox"/>	Signature	Date
Zoning Inspector	Approve <input type="checkbox"/>	Disapprove <input type="checkbox"/>	Signature	Date
Health Inspector	Approve <input type="checkbox"/>	Disapprove <input type="checkbox"/>	Signature	Date
Fire Inspector	Approve <input type="checkbox"/>	Disapprove <input type="checkbox"/>	Signature	Date
FOG Inspector	Approve <input type="checkbox"/>	Disapprove <input type="checkbox"/>	Signature	Date
Taxes <input checked="" type="checkbox"/>		Utilities <input checked="" type="checkbox"/>	Special Assessment <input type="checkbox"/>	No Tax Due <input checked="" type="checkbox"/>
License #	<u>2799</u>		Setup Issue	
Bill #	<u>15243</u>		Amount Due	<u>750⁰⁰</u>

**The heavy was rescheduled for 7-3-19 @ 12:00 hrs, will not approve till after this date*

The following are reasons for the Cape Girardeau Police Department disapproving River Valley Banquet Center's liquor license application:

Between July 2018 and April 2019 the Cape Girardeau Police Department responded to incidents for fights/disturbances, large crowds in the parking lot, and shots fired/weapon violations. Several other loud noise and parking complaints were received from subjects who reside near this location but did not want to be contacted or file a report.

Five specific reports are:

-07-21-18: Officer dispatched to 631 S. Sprigg for a disturbance/fight. As the officer arrived he observed a large crowd in the back of this location. As he approached he could smell an odor he associated as burnt marijuana. As he got closer to the crowd he observed a fist fight in the center of this crowd. As the crowd became hostile, with only having three officers on the scene, OC spray was deployed to stop the fight and disperse the crowd. After further investigation, a subject was issued a summons for assault. CGPD CN # 18004310.

- 03-31-19: CGPD had received information that a music artist by the name of "FBG DUCK" was to perform at 631 S. Sprigg. This performer has gang affiliations from Chicago, IL and by watching his videos on YouTube, altercations often occur during and after his shows. His video also promotes gun violence. At 0138 hrs a CGPD officer heard one gunshot coming from 631 S. Sprigg St. As the officer approached the business he observed several subjects running from 631 S. Sprigg. Contact was made with owner/manager Jimmy Seabaugh. He stated he was not present at the time of the incident. Seabaugh was asked who he had rented the banquet center to, he replied he did not know because names are not exchanged and contacts are not completed. No one for the banquet center called to report this incident. CGPD CN #: 19001898

-4-27-19: CGPD officer was on foot patrol in the 800 block of Maple St speaking with a subject when he heard multiple gunshots coming from 631 S. Sprigg St. As he ran towards 631 S. Sprigg St gunshots continued to sound and people were fleeing the area on foot. At the conclusion of the incident, 8 vehicles received damage by bullets and 42 shell casings were located in three different locations, including 12 .40 caliber and 2 9mm shell casings were located on the back patio of the Banquet Center. CGPD CN # 19002571



- 4-30-19: I Lt. Bradley Smith #148 began a follow-up investigation involving the River Valley Banquet Center, located at 631 S. Sprigg St, was operating without a valid business license in the City of Cape Girardeau on 04-27-2019 and on 03-30-2019. I contacted Customer Service at City Hall and inquired on the status of their business license. According to their records, the business license for River City Banquet Center had expired on 12-31-2018 and as of 4-30-2019 Mr. Rick Werner had not renewed his business license. At 4-30-19 at 1020 hrs myself and Cpl. R. Couch DSN #243 made contact with Mr. Werner at his residence. I explained to Mr. Werner he has been operating his business at 631 S. Sprigg without a valid Business license. Mr. Werner stated he thought he had to renew it the same time he renewed his liquor license, which is in June. He further stated he had just renewed it. Mr. Werner was then issued two Municipal Court Summons for operating the River Valley Banquet Center without a business on 04-27-2019 and on 3-30-2019.
CGPD CN # 19002608, 19002609.

Mr. Werner has shown in the past he cannot be a responsible bar owner/ manager/ partner. His liquor license has been under review in the past for the Independence Place bar that he owns at 5 S. Henderson and at River Valley Banquet Center 631 S. Sprigg for liquor license violations. Whereas other businesses in the city of Cape Girardeau have had similar reports and incidents, fights, weapon violations. These places are open to the public and anyone can show up. Mr. Werner's business is a banquet Center where it is booked ahead of time and he, or his manager, can do some research, Google, Facebook, YouTube, to make sure that the people he is renting to are not affiliated with gun violence or the performers have had a history of fights or promote violence. His lack of responsibility as an owner/manager/partner is a public safety concern and Mr. Werner should not be able to obtain a liquor license.

Lt. Bradley Smith #148



FOR PARTNERS OR SOLE PROPRIETORS:

STATE OF _____)
) SS.
 COUNTY OF _____)

_____, of lawful age being first duly sworn upon oaths, depose and say that (he, she) have read this application and the instructions with reference thereto and that (he, she, they) fully understand the same; that (he, she) know the contents and the statements contained therein and that the same are true. Applicant has personal knowledge of the information contained the application and has read the provisions of Article XV of Chapter 15 of the Code of Ordinances of the City of Cape Girardeau, Missouri.

Subscribed and sworn to me before this _____ day of _____, _____

My Commission Expires: _____

NOTARY PUBLIC

FOR MANAGING OFFICER OF CORPORATION/PARTNERSHIP:

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

Ricky Werner, of lawful age, being first duly sworn upon (his, her) oath, deposes and says that (he, she) is the managing officer of the corporation seeking a license hereunder, that (he, she) has been authorized by said corporation to make this application in its behalf, that (he, she) has read this application and the instructions with reference thereto, and that (he, she) fully understand the same and that (he, she) knows the contents thereof and the answers and statements contained therein and the same are true.

[Signature]

 Subscribed and sworn to before me this 31st day of May, 2019
[Signature]
 NOTARY PUBLIC

My Commission Expires: 7-18-20

SHAWN N. FERGUSON
 Notary Public - Notary Seal
 STATE OF MISSOURI
 Scott County
 My Commission Expires July 18, 2020
 My Commission #12380676

OFFICE USE ONLY				
Police Dept.	Approve <input type="checkbox"/>	Disapprove <input type="checkbox"/>	Signature	Date
Building Inspector	Approve <input checked="" type="checkbox"/>	Disapprove <input type="checkbox"/>	Signature <u>[Signature]</u>	Date <u>6/26/2019</u>
Zoning Inspector <u>(CD)</u>	Approve <input checked="" type="checkbox"/>	Disapprove <input type="checkbox"/>	Signature <u>[Signature]</u>	Date <u>6/26/19</u>
Health Inspector	Approve <input type="checkbox"/>	Disapprove <input type="checkbox"/>	Signature	Date
Fire Inspector	Approve <input type="checkbox"/>	Disapprove <input type="checkbox"/>	Signature	Date
FOG Inspector	Approve <input type="checkbox"/>	Disapprove <input type="checkbox"/>	Signature	Date
Taxes <input checked="" type="checkbox"/>		Utilities <input checked="" type="checkbox"/>	Special Assessment <input checked="" type="checkbox"/>	No Tax Due <input checked="" type="checkbox"/>
License #	<u>2799</u>		Setup Issue	
Bill #	<u>15243</u>		Amount Due	<u>750⁰⁰</u>

FOR PARTNERS OR SOLE PROPRIETORS:

STATE OF _____)
 COUNTY OF _____) SS.

_____, of lawful age being first duly sworn upon oaths, depose and say that (he, she) have read this application and the instructions with reference thereto and that (he, she, they) fully understand the same; that (he, she) know the contents and the statements contained therein and that the same are true. Applicant has personal knowledge of the information contained the application and has read the provisions of Article XV of Chapter 15 of the Code of Ordinances of the City of Cape Girardeau, Missouri.

Subscribed and sworn to me before this _____ day of _____

My Commission Expires: _____

NOTARY PUBLIC

FOR MANAGING OFFICER OF CORPORATION/PARTNERSHIP:

STATE OF Missouri)
 COUNTY OF Cape Girardeau) SS.

Ricky Werner, of lawful age, being first duly sworn upon (his, her) oath, deposes and says that (he, she) is the managing officer of the corporation seeking a license hereunder, that (he, she) has been authorized by said corporation to make this application in its behalf, that (he, she) has read this application and the instructions with reference thereto, and that (he, she) fully understand the same and that (he, she) knows the contents thereof and the answers and statements contained therein and the same are true.

[Handwritten Signature]

Subscribed and sworn to before me this 31st day of May, 2019

My Commission Expires: 7-18-20

NOTARY PUBLIC

SHAWN N. FERKUSON
 Notary Public - Notary Seal
 STATE OF MISSOURI
 SOOTH COUNTY
 My Commission Expires July 18, 2020
 My Commission #12080576

OFFICE USE ONLY				
Police Dept.	Approve <input type="checkbox"/>	Disapprove <input type="checkbox"/>	Signature	Date
Building Inspector	Approve <input type="checkbox"/>	Disapprove <input type="checkbox"/>	Signature	Date
Zoning Inspector	Approve <input type="checkbox"/>	Disapprove <input type="checkbox"/>	Signature	Date
Health Inspector	Approve <input checked="" type="checkbox"/>	Disapprove <input type="checkbox"/>	Signature <i>Samantha Powers</i>	Date <i>6/28/19</i>
Fire Inspector	Approve <input type="checkbox"/>	Disapprove <input type="checkbox"/>	Signature	Date
FOG Inspector	Approve <input type="checkbox"/>	Disapprove <input type="checkbox"/>	Signature	Date
Taxes <input checked="" type="checkbox"/>		Utilities <input checked="" type="checkbox"/>	Special Assessment <input type="checkbox"/>	No Tax Due <input checked="" type="checkbox"/>
License #	<i>2799</i>		Setup Issue	
Bill #	<i>15243</i>		Amount Due	<i>750⁰⁰</i>

River Valley BANQUET CENTER

FOR PARTNERS OR SOLE PROPRIETORS:

STATE OF _____)
 COUNTY OF _____) SS.

_____ of lawful age being first duly sworn upon oaths, depose and say that (he, she) have read this application and the instructions with reference thereto and that (he, she, they) fully understand the same; that (he, she) know the contents and the statements contained therein and that the same are true. Applicant has personal knowledge of the information contained the application and has read the provisions of Article XV of Chapter 15 of the Code of Ordinances of the City of Cape Girardeau, Missouri.

Subscribed and sworn to me before this _____ day of _____,

NOTARY PUBLIC

My Commission Expires: _____

FOR MANAGING OFFICER OF CORPORATION/PARTNERSHIP:

STATE OF Missouri)
 COUNTY OF Cape Girardeau) SS.

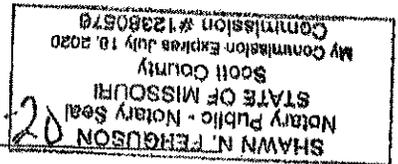
Ricky Werner of lawful age, being first duly sworn upon (his, her) oath, deposes and says that (he, she) is the managing officer of the corporation seeking a license hereunder, that (he, she) has been authorized by said corporation to make this application in its behalf, that (he, she) has read this application and the instructions with reference thereto, and that (he, she) fully understand the same and that (he, she) knows the contents thereof and the answers and statements contained therein and the same are true.

[Signature]

Subscribed and sworn to before me this 31st day of May, 2019

[Signature]
 NOTARY PUBLIC

My Commission Expires: 7-18-20



OFFICE USE ONLY				
Police Dept.	Approve <input type="checkbox"/>	Disapprove <input type="checkbox"/>	Signature	Date
Building Inspector	Approve <input type="checkbox"/>	Disapprove <input type="checkbox"/>	Signature	Date
Zoning Inspector	Approve <input type="checkbox"/>	Disapprove <input type="checkbox"/>	Signature	Date
Health Inspector	Approve <input type="checkbox"/>	Disapprove <input type="checkbox"/>	Signature	Date
Fire Inspector	Approve <input type="checkbox"/>	Disapprove <input type="checkbox"/>	Signature	Date
FOG Inspector	Approve <input checked="" type="checkbox"/>	Disapprove <input type="checkbox"/>	Signature <i>[Signature]</i>	Date <u>6-20-19</u>
Taxes <input checked="" type="checkbox"/> Utilities <input checked="" type="checkbox"/> Special Assessment <input type="checkbox"/> No Tax Due <input checked="" type="checkbox"/>				
License #	<u>2799</u>		Setup Issue	
Bill #	<u>15243</u>		Amount Due	<u>750⁰⁰</u>

RONALD GARMS

Attorney at Law

P. O. Box 795 • Cape Girardeau, MO 63702 • 314.315.3131 • r.garms@garmslaw.com

July 1, 2019

Liquor Review Board
City of Cape Girardeau
Attention: Gayle Conrad
P.O. Box 617
401 Independence Street
Cape Girardeau, MO 63701

RE: Liquor License Denial Appeal
River Valley Banquet Center
631 South Sprigg

Dear Ms. Conrad:

Mr. Werner and I have received notice by email of the denial of his liquor license application for the River Valley Banquet Center, and I am writing to give notice of our intent to appeal that action to the Liquor Review Board and above, first including the City Council, if necessary.

In the letter from the City Manager, reference is made to certain findings of the Cape Girardeau Police Department attached thereto. However, we did not receive such findings via email. Could you please look into this matter and forward that part of the City Manager's letter to at least me.

Although I am not totally rehabilitated from recent heart surgery, I believe I can handle this type of hearing at this time unless something unexpected changes. Could you please set this appeal hearing for the first date available for all of the Board members. If it needs to start at 5:00 p.m. or some other time outside of regular business hours, that will be fine. I do not anticipate any unresolvable conflicts which I might have during the month of July. I will need, however, to secure the attendance of a certified court reporter to preserve the record for any additional appeals/actions which I cannot do until I receive a date or dates from the Board. Reporters are becoming more scarce so it might be best if you could furnish me more than one possible setting and let me make a choice based on reporter availability. I should be able to get back with you within a day or so thereafter as all the reporters I use reply timely.

Thank you for your assistance with this matter, and I look forward to receiving some setting dates so we can all advance this matter to its proper resolution as quickly as possible.

Sincerely,

s/ Ronald Garms

Liquor License Review Board

April 18, 2019
City Council Chambers
401 Independence
Cape Girardeau, MO 63701

Board Present: Lori Meyer, Human Resources Manager, Chief Review Officer
Alex McElroy, Development Services Director
Brandon Cooper

City Staff Present: Gayle Conrad, Director of Citizen Services/City Clerk
Greg Young, Assistant City Attorney
Cpl. Richard Couch, Police Department

Others Present: Travis Statler, Attorney for Cape Broadway, LLC d/b/a Hangout
Erin Bradley, Assistant to Travis Statler
Alam Zahed
Shah Reeza

Call to Order

Chief Review Officer Lori Meyer called the meeting to order at 5:05 p.m., introduced the Board members, and explained the rules of procedure for addressing the Board.

A Motion was made by Cooper, Seconded by Meyer, to approve the June 18, 2018, Liquor License Review Board regular and closed session meeting minutes.
Motion passed. 3-0. Ayes: Cooper, McElroy and Meyer.

Items for Review

Review of appeal of suspension of Retail Liquor by the Drink and Sunday Sales Liquor License for Cape Broadway, LLC, d/b/a Hangout, located at 727 Broadway, Cape Girardeau, Missouri

Chief Review Officer Lori Meyer called for Applicant Comment.

Travis Statler, 1844 Cape LaCroix Road, appeared representing Shah Reeza and Alam Zahed. He gave a brief synopsis of Mr. Reeza and Mr. Zahed's history WITH liquor establishments in the city. Mr. Statler reviewed the details in the police reports for incidents that occurred at Hangout, dated 10/25/18, 11/02/18, 03/21/19 and 03/30/19. On two incidents the owners claim that Hangout did nothing wrong. On another incident the owners claim that one person interviewed lied by stating that she was not asked for ID when entering the premises. Mr. Statler stated that one or both of the owners are present at Hangout at all

times during operating hours. The business uses ID recognition technology, and the staff are trained as required by City ordinance.

Shah Reeza of 1749 Delaware Place discussed the ID recognition scanner used by Hangout to thwart fake IDs and underage admission to the bar. He presented the scanner for the Board to see, and he claimed that it is used by 60 percent of all bars in the US.

Alam Zahed of 1363 East View Ridge Drive discussed the training and education of the staff at Hangout for fake ID recognition, including the training classes required by the Cape Girardeau Police Department.

Mr. Statler requested the Board to overturn the 10 day suspension issued by the City Manager. The closure will cause the owners a substantial loss of business and a potential loss of employees. He was of the opinion that a 10 day suspension is a drastic measure when no warnings were ever issued to the owners.

Ms. Meyer questioned how long the ID recognition device had been in use at Hangout and whether it was used during the referenced incidents. Mr. Reeza stated that the device has been in use over a year, that it holds the ID information, and that it was shown to the officers during the incidents.

Mr. Cooper reviewed the information presented, and he requested additional information regarding the referenced incidents and the operations at Hangout. In response, Mr. Reeza stated that he employs one bartender and two doormen, all over the age of 30. When fake IDs are presented for admittance to the bar, the IDs are given back to the patron. He was not aware whether these were to be kept or turned over to the Police, but he would be willing to do that.

Chief Review Officer Lori Meyer called for Staff Comment.

Cpl. Rich Couch stated that his supervisor is Lt. Brad Smith, and he routinely works with Lt. Smith on alcohol compliance checks in the City. The Hangout was put on the Police Department's list of locations to monitor because, in speaking with college students, Hangout is known for allowing underage individuals into the bar. Cpl. Couch reviewed details of the four referenced incidents provided to the Board, as well as an incident that occurred in February of 2018 involving underage patrons in the bar. He stated that at no time did any employee of Hangout state that the business was using scanner technology for ID recognition. The City Police Department does offer server training in conjunction with the State of Missouri Liquor Control Office, but he is not certain if any employees of Hangout attended the training. It is required by City ordinance that any disturbance at a liquor establishment be reported by the owner to the Police Department.

Mr. Cooper questioned the specifics of the incidents, and Cpl. Couch answered. Cpl. Couch presented to Mr. Cooper the report from February of 2018, which was not included in the agenda packet. Mr. Statler objected to the submission of this report since he had not

received a copy. Mr. Young stated that the Board could consider this incident report in its deliberation.

The Board reviewed and discussed the information provided and the comments presented. Following discussion, Cooper made a motion, seconded by McElroy, to reduce the suspension of the Liquor License for Cape Broadway, LLC, d/b/a Hangout, located at 727 Broadway, from ten days to five days. Following discussion, the motion passed 3-0. Ayes: Cooper, McElroy and Meyer.

Mr. Statler requested the Board consider suspending the execution of the suspension for a period of time, or not to impose the suspension on a weekend, or to split the days so they are not consecutive. Mr. Young stated that the City Manager has the authority to set the dates of the suspension. The Board's only authority is to affirm, change or overturn the action of the City Manager.

Meeting Adjournment

There being no further business, the meeting ended at 5:53 p.m.
A Motion was made by Lori Meyer, Seconded by Brandon Cooper, to adjourn.
Motion passed. 3-0. Ayes: Cooper, McElroy and Meyer.

Minutes taken by:
Gayle Conrad
Director of Citizen Services/City Clerk

Incident Search - Results

Created	Incident #	Case #	Status	Location	Disposition Type	Closed
01/23/2018 10:35:47	<u>CAPE2018003412</u>	18000438	CLOSED	631 S SPRIGG ST	REPORT TAKEN	FRAUD 01/23/2018 10:57:45
03/29/2018 16:13:51	<u>CAPE2018014257</u>		CLOSED	631 S SPRIGG ST	NO REPORT NEEDED	TRESPASSING 03/29/2018 16:29:04
03/31/2018 22:13:42	<u>CAPE2018014654</u>		CLOSED	631 S SPRIGG ST	NO REPORT NEEDED	DISTURBANCE PEACE 03/31/2018 22:27:56
04/04/2018 20:47:53	<u>CAPE2018015256</u>		CLOSED	631 S SPRIGG ST;@RIVER FAMILY BANQUET CENTER	NO REPORT NEEDED	SUSPICIOUS PERSON 04/04/2018 20:54:32
04/05/2018 19:40:14	<u>CAPE2018015433</u>		CLOSED	631 S SPRIGG ST	NO REPORT NEEDED	TRESPASSING 04/05/2018 19:52:53
04/15/2018 23:31:30	<u>CAPE2018017048</u>		CLOSED	631 S SPRIGG ST	NO REPORT NEEDED	TRESPASSING 04/15/2018 23:49:43
04/20/2018 01:25:15	<u>CAPE2018017773</u>		CLOSED	631 S SPRIGG ST	ADVISED	PATROL REQUEST 04/20/2018 01:45:19
04/20/2018 23:35:17	<u>CAPE2018017971</u>		CLOSED	631 S SPRIGG ST	NO REPORT NEEDED	TRESPASSING 04/20/2018 23:41:59
04/21/2018 21:01:18	<u>CAPE2018018113</u>		CLOSED	631 S SPRIGG ST	ADVISED	PATROL REQUEST 04/21/2018 21:01:18
05/04/2018 15:21:00	<u>CAPE2018020415</u>		CLOSED	631 S SPRIGG ST	NO REPORT NEEDED	PROPERTY DAMAGE 05/04/2018 15:34:54
05/06/2018 23:29:16	<u>CAPE2018020962</u>		CLOSED	631 S SPRIGG ST ;THE RIVER VALLEY BANQUET CENTER	GONE ON ARRIVAL	TRESPASSING 05/06/2018 23:48:25
05/26/2018 01:43:35	<u>CAPE2018024731</u>		CLOSED	631 S SPRIGG ST	NO REPORT NEEDED	PATROL REQUEST 05/26/2018 01:49:54
07/03/2018 01:04:33	<u>CAPE2018032874</u>		CLOSED	631 S SPRIGG ST	NO REPORT NEEDED	DISTURBANCE DOMESTIC 07/03/2018 01:11:47
07/03/2018 01:16:29	<u>CAPE2018032876</u>		CLOSED	631 S SPRIGG ST;@RIVER FAMILY BANQUET CENTER	ADVISED	INTOXICATED PERSON 07/03/2018 01:23:10
07/21/2018 00:33:30	<u>1800241</u>		CLOSED	631 S SPRIGG ST	ADVISED	911 OTHER 07/21/2018 00:33:30

<< Back

Incident Search - Results

Created	Incident #	Case #	Status	Location	Disposition	Type	Closed
07/21/2018 01:17:59	<u>CAPE2018036703</u>	18004310	CLOSED	631 S SPRIGG ST	REPORT TAKEN	DISTURBANCE FIGHT	07/21/2018 05:18:44
09/09/2018 09:46:28	<u>CAPE2018046667</u>		CLOSED	631 S SPRIGG ST	ADVISED	DRUG VIOLATION	09/09/2018 09:53:06
09/15/2018 01:13:56	<u>CAPE2018047763</u>		CLOSED	631 S SPRIGG ST;@RIVER VALLEY BANQUET CENTER	NO REPORT NEEDED	DISTURBANCE PEACE	09/15/2018 01:20:40
09/15/2018 01:49:55	<u>CAPE2018047767</u>		CLOSED	631 S SPRIGG ST	NO REPORT NEEDED	INFORMATION FOR OFCR	09/15/2018 01:55:57
09/15/2018 23:38:34	<u>CAPE2018047952</u>		CLOSED	631 S SPRIGG ST	NO REPORT NEEDED	DISTURBANCE PEACE	09/16/2018 00:03:01
09/16/2018 00:37:35	<u>CAPE2018047962</u>		CLOSED	631 S SPRIGG ST	NO REPORT NEEDED	DISTURBANCE PEACE	09/16/2018 01:46:23
10/04/2018 21:08:32	<u>CAPE2018051445</u>	18006131 (DOMESTIC)	CLOSED	631 S SPRIGG ST	REPORT TAKEN	DISTURBANCE UNRULY	10/04/2018 21:31:28
10/21/2018 00:41:57	<u>CAPE2018054398</u>		CLOSED	631 S SPRIGG ST	NO REPORT NEEDED	PERSON DOWN	10/21/2018 01:15:58
10/29/2018 22:06:21	<u>CAPE2018055939</u>		CLOSED	631 S SPRIGG ST;@RIVER VALLEY BANQUET HALL	NO REPORT NEEDED	DRUG VIOLATION	10/29/2018 22:44:14
11/21/2018 01:58:05	<u>CAPE2018059419</u>		CLOSED	631 S SPRIGG ST	CANCELLED BY CALLER	ASSIST CITIZEN	11/21/2018 02:00:27
12/07/2018 00:51:40	<u>CAPE2018061987</u>		CLOSED	631 S SPRIGG ST	NO REPORT NEEDED	DISTURBANCE UNRULY	12/07/2018 00:59:39
12/13/2018 01:10:02	<u>CAPE2018062908</u>		CLOSED	631 S SPRIGG ST	ADVISED	911 OTHER	12/13/2018 01:10:02
12/13/2018 22:30:59	<u>CAPE2018063027</u>		CLOSED	631 S SPRIGG ST ;THE RIVER	NO REPORT NEEDED	DISTURBANCE PEACE	12/13/2018 22:51:38
12/18/2018 22:33:14	<u>CAPE2018063898</u>		CLOSED	631 S SPRIGG ST	NO REPORT NEEDED	TRESPASSING	12/18/2018 22:42:04
12/23/2018 19:49:26	<u>CAPE2018064605</u>		CLOSED	631 S SPRIGG ST	NO REPORT NEEDED	DISTURBANCE UNRULY	12/23/2018 20:03:43

Incident Search - Results

Created	Incident #	Case #	Status	Location	Disposition Type	Closed
12/29/2018 17:30:09	<u>CAPE2018065378</u>		CLOSED	631 S SPRIGG ST	NO REPORT CHECK NEEDED WELFARE	12/29/2018 18:05:33
01/11/2019 00:28:27	<u>CAPE2019001414</u>	19000182	CLOSED	631 S SPRIGG ST	REPORT TRESPASSING TAKEN	01/11/2019 01:14:47
01/11/2019 01:14:49	<u>CAPE2019001419</u>	19000183	CLOSED	631 S SPRIGG ST	REPORT TRESPASSING TAKEN	01/11/2019 01:21:53
01/11/2019 02:23:42	<u>CAPE2019001429</u>		CLOSED	631 S SPRIGG ST	NO REPORT PATROL NEEDED REQUEST	01/11/2019 02:27:27
01/18/2019 23:47:21	<u>CAPE2019002698</u>		CLOSED	631 S SPRIGG ST	NO REPORT DISTURBANCE NEEDED UNRULY	01/18/2019 23:57:09
02/01/2019 22:00:03	<u>CAPE2019004758</u>		CLOSED	631 S SPRIGG ST	NO REPORT DISTURBANCE NEEDED UNRULY	02/01/2019 22:10:29
02/08/2019 23:34:46	<u>CAPE2019005839</u>		CLOSED	631 S SPRIGG ST ;	GONE ON SUSPICIOUS ARRIVAL ACTIVITY	02/08/2019 23:38:32
02/15/2019 23:47:38	<u>CAPE2019006938</u>		CLOSED	631 S SPRIGG ST;@RIVER VALLEY BANQUET CENTER	NO REPORT INVESTIGATION NEEDED FOL/UP	02/15/2019 23:53:47
02/16/2019 01:28:24	<u>CAPE2019006945</u>		CLOSED	631 S SPRIGG ST;RIVER VALLEY BANQUET CENTER	NO REPORT INFORMATION NEEDED FOR OFCR	02/16/2019 01:33:46
02/17/2019 01:03:56	<u>CAPE2019007067</u>		CLOSED	631 S SPRIGG ST;RIVER VALLEY BANQUET CENTER	NO REPORT DISTURBANCE NEEDED UNRULY	02/17/2019 01:15:16
02/20/2019 11:19:00	<u>CAPE2019007564</u>	19001015	CLOSED	631 S SPRIGG ST ;@RIVER VALLEY BANQUET	REPORT TRAFFIC LEAVE TAKEN SCENE	02/20/2019 13:05:06
02/22/2019 21:40:18	<u>CAPE2019008076</u>		CLOSED	631 S SPRIGG ST ;@RIVER VALLEY BANQUET	NO REPORT INFORMATION NEEDED FOR OFCR	02/22/2019 21:54:01
02/24/2019 19:55:47	<u>CAPE2019008380</u>		CLOSED	631 S SPRIGG ST ;@RIVER VALLEY BANQUET	NO REPORT TRESPASSING NEEDED	02/24/2019 20:05:04
02/25/2019 19:02:58	<u>CAPE2019008552</u>		CLOSED	631 S SPRIGG ST ;@RIVER VALLEY BANQUET	NO REPORT CHECK NEEDED WELFARE	02/25/2019 20:08:47
03/10/2019 22:46:22	<u>CAPE2019010699</u>		CLOSED	631 S SPRIGG ST ;@RIVER VALLEY BANQUET	NO REPORT DISTURBANCE NEEDED UNRULY	03/10/2019 22:55:55

Incident Search - Results

Created	Incident #	Case #	Status	Location	Disposition Type	Closed
03/21/2019 11:22:07	<u>CAPE2019012478</u>		CLOSED	631 S SPRIGG ST ;@RIVER VALLEY BANQUET	NO REPORT NEEDED ANIMAL VICIOUS	03/21/2019 12:00:58
03/23/2019 16:17:27	<u>CAPE2019012889</u>		CLOSED	631 S SPRIGG ST ;@RIVER VALLEY BANQUET; ;	NO REPORT NEEDED SUSPICIOUS ACTIVITY	03/23/2019 16:20:03
03/27/2019 21:41:49	<u>CAPE2019013640</u>		CLOSED	631 S SPRIGG ST ;@RIVER VALLEY BANQUET	NO REPORT NEEDED DISTURBANCE UNRULY	03/27/2019 21:54:13
03/30/2019 23:08:56	<u>CAPE2019014216</u>	19001895	CLOSED	631 S SPRIGG ST ;@RIVER VALLEY BANQUET	REPORT TAKEN TRAFFIC LEAVE SCENE	03/30/2019 23:26:50
03/31/2019 00:34:03	<u>CAPE2019014230</u>		CLOSED	631 S SPRIGG ST ;@RIVER VALLEY BANQUET	NO REPORT NEEDED INFORMATION FOR OFCR	03/31/2019 02:43:21
03/31/2019 01:38:20	<u>CAPE2019014239</u>	19001898	CLOSED	631 S SPRIGG ST ;@RIVER VALLEY BANQUET	REPORT TAKEN SHOOTING SHOTS FIRED	03/31/2019 01:55:33
03/31/2019 16:50:20	<u>CAPE2019014308</u>		CLOSED	631 S SPRIGG ST ;@RIVER VALLEY BANQUET	NO REPORT NEEDED PROPERTY FOUND	03/31/2019 17:35:31
04/07/2019 00:41:20	<u>CAPE2019015546</u>		CLOSED	631 S SPRIGG ST ;@RIVER VALLEY BANQUET; ;	NO REPORT NEEDED INVESTIGATION FOL/UP	04/07/2019 00:49:49
04/12/2019 23:22:18	<u>CAPE2019016700</u>		CLOSED	631 S SPRIGG ST ;@RIVER VALLEY BANQUET	NO REPORT NEEDED DISTURBANCE UNRULY	04/12/2019 23:32:32
04/13/2019 00:03:13	<u>CAPE2019016711</u>		CLOSED	631 S SPRIGG ST ;@RIVER VALLEY BANQUET	NO REPORT NEEDED SUSPICIOUS VEHICLE	04/13/2019 00:23:42
04/15/2019 14:15:18	<u>CAPE2019017077</u>		CLOSED	631 S SPRIGG ST ;@RIVER VALLEY BANQUET; ;	NO REPORT NEEDED INVESTIGATION FOL/UP	04/15/2019 14:17:40
04/25/2019 04:02:31	<u>CAPE2019018864</u>		CLOSED	631 S SPRIGG ST ;@RIVER VALLEY BANQUET	NO REPORT NEEDED INFORMATION FOR OFCR	04/25/2019 04:07:41
04/27/2019 00:47:06	<u>CAPE2019019255</u>	19002557	CLOSED	631 S SPRIGG ST ;@RIVER VALLEY BANQUET	ASSIST OTHER UNIT DISTURBANCE UNRULY	04/27/2019 01:12:40
04/27/2019 23:47:01	<u>CAPE2019019398</u>	19002571	CLOSED	631 S SPRIGG ST ;@RIVER VALLEY BANQUET	REPORT TAKEN SHOOTING SHOTS FIRED	04/28/2019 01:18:05
04/28/2019 07:34:19	<u>CAPE2019019439</u>		CLOSED	631 S SPRIGG ST ;@RIVER VALLEY BANQUET; ;	NO REPORT NEEDED INVESTIGATION FOL/UP	04/28/2019 10:42:21

[<< Back](#)

COPY

INCIDENT DETAIL REPORT

UNLAWFUL USE OF WEAPON - SUBSECTION 7 - DISCHARGE ALONG HWY OR INTO OUTBUILDING

Agency : **CAPE GIRARDEAU POLICE DEPARTME**

Incident # : **19001888**

Phone : **(573) 335-8621**

Address : **2530 MARIA LOUISE, CAPE GIRARDEAU MO 63701**

DESCRIPTION		
Call For Service # : CAPE2019014239	Begin Date/Time : 03/31/2019 01:38	Occurence Date :
Other # :	End Date/Time : 03/31/2019 01:56	Solvability Points :
Disposition : ACTIVE	Date Reported : 03/31/2019	Total Damage :
UCR Disposition : NON-UCR	UCR Disposition Date : 03/31/2019	
REPORTABLE		

Officers		
Primary Officer : AARON BENNETT		
Name : BENNETT, AARON	Role : Reporting	Date Assigned : 03/31/2019

OFFENSES		
571.030-013Y201452	Primary Violation	
NCIC Code :	IBR Code :	UCR Code : 15
UNLAWFUL USE OF WEAPON - SUBSECTION 7 - DISCHARGE ALONG HWY OR INTO OUTBUILDING		

LOCATIONS	
PRIMARY ADDRESS	
Location Type : Inc Location	Address : 631 S SPRIGG STAND MAPLE ST
Place Name :	Cape Girardeau MO

PERSONS		
Involvement : BUSINESS/PARTICIPANT	Sex :	
Last Name : RIVER VALLEY BANQUET HALL	Birth Date :	
First Name :	Eye Color :	Primary :
MI :	Hair Color :	
Suffix :	Hair Length :	
Race :	Height :	
Ethnicity :	Weight :	
Address : 631 S Sprigg ST , Cape Girardeau, MO 63703		

Involvement : OWNER	Sex : M	
Last Name : SEABAUGH	Birth Date : [REDACTED]	
First Name : JIMMY	Eye Color : BRO	Primary : (573) 979-3621
MI : RAY	Hair Color : BRO	Home : (573) 275-3115
Suffix :	Hair Length :	Cell : (573) 979-3621
Race : WHITE	Height : 6'0"	Work : (573) 334-2242
Ethnicity : NON HISPANIC	Weight : 225 lbs	
Address : 1920 Bloomfield ST , Cape Girardeau, MO 63701		

INCIDENT DETAIL REPORT

UNLAWFUL USE OF WEAPON - SUBSECTION 7 - DISCHARGE ALONG HWY OR INTO OUTBUILDING

Agency : CAPE GIRARDEAU POLICE DEPARTME

Incident # : 19001898

Phone : (573) 335-6821

Address : 2530 MARIA LOUISE, CAPE GIRARDEAU MO 63701

INCIDENT/NARRATIVE

On Sunday, 03/31/19, at 0138 hrs, I, Officer Bennett DSN 353 was parked in my patrol vehicle on Maple just west of the intersection of Maple and Ellis. I was parked there observing the crowd exit 631 S Sprigg (River Valley Banquet Hall). It should be noted that the business had possibly rented the facility to someone who hosted a musical artist known by the name of "FBG DUCK". Furthermore, the Cape Girardeau Police Department was advised that "FBG DUCK" had gang affiliations and that altercations may occur if he was allowed to perform within the city limits of Cape Girardeau MO.

While sitting inside my patrol vehicle and watching the crowd exit the business from a distance, I heard one gun shot come from the location. I then advised communications of the gun shot and responded to the business. As I responded, multiple people were running from the area and screaming as vehicles also began to flee the area. A search of the area for the possible suspect and possible physical evidence was conducted, however nothing was located.

I then spoke with the owner, identified as:

OWNER

Seabaugh, Jimmy R W/M

DOB: [REDACTED]

a short time later. Seabaugh was not at the event when the incident occurred. I then asked Seabaugh who he had rented his business to. Seabaugh stated that he did not know who he rented it to as names are not exchanged and contracts are not completed. Furthermore, Seabaugh makes arrangements with "renters" via text messages. I then ended my contact with Seabaugh.

I have nothing further to add.

INCIDENT SUPPLEMENT SUPPLEMENT REPORT Officer: HELLMANN BRETT

On 03-31-2019 at about 0138 hours, I Cpl Hellmann DSN 304, responded to 631 S Sprigg (River Valley Banquet Hall) after hearing one single gunshot near the business. It should be noted, an after party was being held at the above location and a Chicago based rapper identified as "FBG Duck" was scheduled to play at the party. "FBG Duck" has known gang affiliations and several venues inside the City of Cape Girardeau refused to host the after party for this reason.

After arriving on scene I made contact with the business owner, Jimmy Seabaugh, who advised he did not know who he had booked for the party but said he did approve it. Jimmy said he was told the entertainment was from "St. Louis" and that he was told the individuals name was "Duck". My conversation with Jimmy started out productive; however, he eventually became frustrated with my accusations and the conversation was ended. It should be noted, there was a strong odor of marijuana coming from the interior of Jimmy's business and he himself acknowledged the odor during our brief conversation.

Nothing further.

CITY OF CAPE GIRARDEAU POLICE DEPARTMENT
REQUEST TO VOID A COMPLAINT NUMBER FORM

Date of Request: 4/27/19

Incident Date/Time: Cape 2019 019255 4/27/19 0047hrs

Complaint Number to be Voided: 19012557

Offense: Disturbance unruly

Officer: Simmons 343

Reason for Request: was pc but found a sober party no longer need requested number

Supervisor Requesting Number Voided: LaDonna Beard

Approved (Records Supervisor Signature):

Voided from System By: D. Dandever

Date: 4-30-19

Forward to Records-Unit upon completion

5/10/19

COPY

INCIDENT DETAIL REPORT

UNLAWFUL USE OF WEAPON - SUBSECTION 3 - DISCHARGE INTO HOME, MV OR OTHER TRANSP

Agency : CAPE GIRARDEAU POLICE DEPARTME

Incident # : 19002571

Phone : (573) 335-6621

Address : 2530 MARIA LOUISE, CAPE GIRARDEAU MO 63701

DESCRIPTION

Call For Service # : CAPE2019019398 Begin Date/Time : 04/27/2019 23:47 Occurrence Date :
Other # : End Date/Time : 04/28/2019 01:18 Solvability Points :
Disposition : ACTIVE Date Reported : 04/27/2019 Total Damage :
UCR Disposition : NON-UCR UCR Disposition Date : 04/28/2019

REPORTABLE

Officers

Primary Officer : AARON BENNETT

Name : BENNETT, AARON

Role : Arresting

Date Assigned : 04/27/2019

Name : SIMMONS, ANDREW

Role : Reporting

Date Assigned : 04/27/2019

OFFENSES

569.100-001Y197929

NCIC Code :

IBR Code :

UCR Code : 14

PROP DAMAGE 1ST DEGREE

571.030-008Y201452

Primary Violation

NCIC Code :

IBR Code :

UCR Code : 15

UNLAWFUL USE OF WEAPON - SUBSECTION 3 - DISCHARGE INTO HOME, MV OR OTHER TRANSP

575.150-003Y191048

NCIC Code :

IBR Code :

UCR Code : 26

RESIST/INTERFERE ARREST

LOCATIONS

PRIMARY ADDRESS

Location Type : Inc Location

Address : 631 S SPRIGG ST AND BROADWAY

Place Name :

Cape Girardeau MO

PERSONS

Involvement : ARREST

Sex : M

Last Name : PATTERSON

Birth Date : [REDACTED]

First Name : MAURICE

Eye Color : BRO

Primary : (573) 579-1687

MI :

Hair Color : BRO

Home : (573) 579-1687

Suffix : JR

Hair Length :

Cell : (573) 270-2613

Race : WHITE

Height : 5'7"

Ethnicity : NON HISPANIC

Weight : 140 lbs

Address : 581 COUNTY ROAD 667 , Cape Girardeau,

MO 63701

Involvement : OTHER

Sex : F

Last Name : HOLLAND

Birth Date : [REDACTED]

First Name : MEGAN

Eye Color :

Primary : (573) 837-0256

MI : FAY

Hair Color :

Cell : (573) 837-0256

Suffix :

Hair Length :

Race : WHITE

Height :

Ethnicity : NON HISPANIC

Weight :

Address : 300 WW END BLVD , Cape Girardeau, MO

63701

Involvement : OTHER

Sex : M

Last Name : NEWELL

Birth Date : [REDACTED]

First Name : JAWONE

Eye Color : BRO

Primary : (618) 713-8426

MI : E

Hair Color : BLK

Home : (618) 713-8426

INCIDENT DETAIL REPORT

UNLAWFUL USE OF WEAPON - SUBSECTION 3 - DISCHARGE INTO HOME, MV OR OTHER TRANSP

Agency : CAPE GIRARDEAU POLICE DEPARTME

Incident # : 19002571

Phone : (573) 335-6621

Address : 2530 MARIA LOUISE, CAPE GIRARDEAU MO 63701

Suffix :	Hair Length :
Race : BLACK	Height :
Ethnicity : NON HISPANIC	Weight :
Address : 838 COLLEGE ST , Cape Girardeau, MO 63701	
Involvement : OWNER	Sex : M
Last Name : CUMMINGS	Birth Date : [REDACTED]
First Name : DANIEL	Eye Color : [REDACTED] Primary : (573) 979-2046
MI : EDISON	Hair Color : [REDACTED]
Suffix :	Hair Length : [REDACTED] Cell : (573) 979-2048
Race : WHITE	Height :
Ethnicity : NON HISPANIC	Weight :
Address : 1600 INDEPENDENCE ST , CAPE GIRARDEAU, MO 63701	
Involvement : OWNER	Sex : F
Last Name : FISHER	Birth Date : [REDACTED]
First Name : TIAWANNA	Eye Color : [REDACTED] Primary : (224) 477-0918
MI : P	Hair Color : [REDACTED]
Suffix :	Hair Length : [REDACTED] Cell : (224) 477-0918
Race :	Height :
Ethnicity :	Weight :
Address : 201 CLEVELAND , CHARLESTON, MO 63834	
Involvement : OWNER	Sex : M
Last Name : MALONEY	Birth Date : [REDACTED]
First Name : JODY	Eye Color : BLU Primary : (573) 450-9013
MI : QUINN	Hair Color : BRO Home : (573) 334-6830
Suffix :	Hair Length : Sht Cell : (573) 450-9013
Race : WHITE	Height : 5'7"
Ethnicity : NON HISPANIC	Weight : 180 lbs
Address : 915 MAPLE , Cape Girardeau, MO 63701	
Involvement : OWNER	Sex :
Last Name : MCHUGHS	Birth Date :
First Name : MEGAN	Eye Color : [REDACTED] Primary :
MI :	Hair Color :
Suffix :	Hair Length :
Race :	Height :
Ethnicity :	Weight :
Address : 1216 OTTAWA LN , Cape Girardeau, MO 63701	
Involvement : OWNER	Sex : M
Last Name : MOORE	Birth Date : [REDACTED]
First Name : COREY	Eye Color : HAZ Primary : (573) 587-9195
MI : DONTÉ	Hair Color : BRO Home : (573) 576-3061
Suffix :	Hair Length : [REDACTED] Cell : (573) 587-9195
Race : BLACK	Height : 5'6"
Ethnicity : NON HISPANIC	Weight : 240 lbs
Address : 1602 WW END BVLD , Cape Girardeau, MO 63701	
Involvement : OWNER	Sex : M
Last Name : SCHUMER	Birth Date : [REDACTED]

INCIDENT DETAIL REPORT

UNLAWFUL USE OF WEAPON - SUBSECTION 3 - DISCHARGE INTO HOME, MV OR OTHER TRANSP

Agency : **CAPE GIRARDEAU POLICE DEPARTME**

Incident # : **19002571**

Phone : **(573) 335-6621**

Address : **2530 MARIA LOUISE, CAPE GIRARDEAU MO 63701**

First Name : BRIAN	Eye Color : BRO	Primary : (573) 338-6333
MI : NICHOLAS	Hair Color : BLK	Home : (573) 275-8787
Suffix :	Hair Length :	Cell : (573) 338-6333
Race : WHITE	Height :	
Ethnicity : NON HISPANIC	Weight :	
Address : 2070 N SPRIGG APT 2040 , Cape Girardeau, MO 63701		

Involvement : OWNER	Sex : M	
Last Name : SULLIVAN	Birth Date : [REDACTED]	
First Name : LAWAYNE	Eye Color :	Primary : (850) 585-4229
MI :	Hair Color :	
Suffix :	Hair Length :	
Race : BLACK	Height :	
Ethnicity : NON HISPANIC	Weight :	
Address : 604 Jefferson AVE , Cape Girardeau, MO 63701		

Involvement : VICTIM	Sex : M	
Last Name : SCHUMER	Birth Date : [REDACTED]	
First Name : BRIAN	Eye Color : BRO	Primary : (573) 986-8237
MI : NICHOLAS	Hair Color : BLK	Home : (573) 275-8787
Suffix :	Hair Length :	Cell : (573) 986-8237
Race : WHITE	Height :	
Ethnicity : NON HISPANIC	Weight :	
Address : 2070 N SPRIGG APT 4306 , Cape Girardeau, MO 63701		

VEHICLES

Make : Buick	Tag # : KR1K2J	Body Style : PC
Model : PARK AVENUE	Tag Expires : 06/01/2019	VIN : 1G4CW54K534129848
Year : 2003	Tag Type : AUT	Registration # :
State : MO	Vehicle Type :	Color : SIL

Towed : No	Impounded : No	Towed/Impounded :	
Stolen : No	Stolen Value : \$0.00	Recovered : No	Recovered value : \$0.00
Stripped / Burned : No		Left At Scene : No	
Released At Scene : No		Released To :	

Make : Chevrolet	Tag # : BC3D4M	Body Style : PC
Model : MALIBU	Tag Expires : 01/01/2020	VIN : 1G1ZS58F37F219932
Year : 2007	Tag Type : AUT	Registration # :
State : MO	Vehicle Type :	Color : LBL

Towed : No	Impounded : No	Towed/Impounded :	
Stolen : No	Stolen Value : \$0.00	Recovered : No	Recovered value : \$0.00
Stripped / Burned : No		Left At Scene : No	
Released At Scene : No		Released To :	

Make : Dodge	Tag # : 7CE965	Body Style : V
Model : SPRINTER CARGO	Tag Expires : 12/01/2005	VIN : WD0PD644955844719
Year : 2005	Tag Type : AUT	Registration # :
State : MO	Vehicle Type :	Color : WHI

Towed : No	Impounded : No	Towed/Impounded :	
Stolen : No	Stolen Value : \$0.00	Recovered : No	Recovered value : \$0.00
Stripped / Burned : No		Left At Scene : No	
Released At Scene : No		Released To :	

Make : Ford	Tag # : 03EAL1	Body Style : PC
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INCIDENT DETAIL REPORT

UNLAWFUL USE OF WEAPON - SUBSECTION 3 - DISCHARGE INTO HOME, MV OR OTHER TRANSP

Agency : CAPE GIRARDEAU POLICE DEPARTME
 Phone : (573) 335-6621
 Address : 2530 MARIA LOUISE, CAPE GIRARDEAU MO 63701

Incident # : 19002571

Model : TAURUS	Tag Expires : 02/01/2018	VIN : 1FAPP53U01A121842
Year : 2001	Tag Type : TMP	Registration # :
State : MO	Vehicle Type :	Color : WHI
Towed : No	Impounded : No	Towed/Impounded :
Stolen : No	Stolen Value : \$0.00	Recovered : No
Stripped / Burned : No	Left At Scene : No	Recovered value: \$0.00
Released At Scene : No	Released To :	
Make : General Motor Corp.	Tag # : DR7H5V	Body Style : LL
Model : ACADIA	Tag Expires : 03/01/2020	VIN : 1GKER23758J296627
Year : 2008	Tag Type : AUT	Registration # :
State : MO	Vehicle Type :	Color : BRO
Towed : No	Impounded : No	Towed/Impounded :
Stolen : No	Stolen Value : \$0.00	Recovered : No
Stripped / Burned : No	Left At Scene : No	Recovered value: \$0.00
Released At Scene : No	Released To :	
Make : Nissan	Tag # : EC6K1R	Body Style : LL
Model : ROGUE	Tag Expires : 03/01/2020	VIN : KNMAT2MV2KP536834
Year : 2019	Tag Type : AUT	Registration # :
State : MO	Vehicle Type :	Color : WHI
Towed : No	Impounded : No	Towed/Impounded :
Stolen : No	Stolen Value : \$0.00	Recovered : No
Stripped / Burned : No	Left At Scene : No	Recovered value: \$0.00
Released At Scene : No	Released To :	
Make : Pontiac	Tag # : P52K8P	Body Style : PC
Model : GRAND PRIX	Tag Expires : 08/01/2020	VIN : 2G2WP522241360743
Year : 2004	Tag Type : AUT	Registration # :
State : MO	Vehicle Type :	Color : WHI
Towed : No	Impounded : No	Towed/Impounded :
Stolen : No	Stolen Value : \$0.00	Recovered : No
Stripped / Burned : No	Left At Scene : No	Recovered value: \$0.00
Released At Scene : No	Released To :	
Make : Toyota	Tag # : FR2T6P	Body Style : PC
Model : CAMRY	Tag Expires : 04/01/2020	VIN : 4T1BGG2KXWU340655
Year : 1998	Tag Type : AUT	Registration # :
State : MO	Vehicle Type :	Color : BLK
Towed : No	Impounded : No	Towed/Impounded :
Stolen : No	Stolen Value : \$0.00	Recovered : No
Stripped / Burned : No	Left At Scene : No	Recovered value: \$0.00
Released At Scene : No	Released To :	
PROPERTY		
Sequence # :	Property Value :\$6,000.00	Recovered By :
Automobiles	Current Status :Damaged	Owner Assigned # :
DAMAGE TO VEHICLES	Original Quantity :	Item Location :
Bar Code :	Original Value :\$6,000.00	
Serial # :		
Current Tracking Info:		
Description:		

INCIDENT DETAIL REPORT

UNLAWFUL USE OF WEAPON - SUBSECTION 3 - DISCHARGE INTO HOME, MV OR OTHER TRANSP

Agency : CAPE GIRARDEAU POLICE DEPARTME

Incident # : 19002571

Phone : (573) 335-6621

Address : 2530 MARIA LOUISE, CAPE GIRARDEAU MO 63701

ARRESTS FOR INCIDENT 19002571

ARREST DESCRIPTION

PATTERSON, MAURICE JR

Arrest Date : 04/28/2019 00:00

Location : 631 S SPRIGG ST / BROADWAY

Cape Girardeau, MO

ARREST VIOLATIONS

Violation Code : 575.150-002Y201748 - RESIST ARREST/DETENTION/STOP BY FLEEING - CREATE SBSTN

ARREST EMPLOYEES

Name : LOOKHART, ASHLEY

Action Date : 4/29/2019

Role : Booking

Agency :

Name : BENNETT, AARON

Action Date : 4/28/2019

Role : Arresting

Agency :

INCIDENT DETAIL REPORT

UNLAWFUL USE OF WEAPON - SUBSECTION 3 - DISCHARGE INTO HOME, MV OR OTHER TRANSPOR

Agency : CAPE GIRARDEAU POLICE DEPARTME

Incident # : 19002571

Phone : (573) 335-6621

Address : 2530 MARIA LOUISE, CAPE GIRARDEAU MO 63701

INCIDENT NARRATIVE

On Saturday, 04/27/19, at approximately 2340 hrs, I, Officer Bennett DSN 353, was on patrol and out of my vehicle speaking with a subject in the 800 Block of Maple. While speaking with the subject, I heard multiple gun shots coming from 631 S Sprigg (River Valley). I then radioed to communications of the gun shots and ran towards the business.

While running to the business, gun shots continued to sound and people were fleeing the area on foot and in vehicles. I then observed a black male wearing a black shirt and red pants running east and throw a firearm down in the 700 block of Maple. I then commanded the male, later identified as:

ARRESTED

Patterson, Maurice NMN (Jr) B/M

DOB: [REDACTED]

to stop multiple times, however he continued to run. It should be noted that I called out to Patterson "you in the black shirt, stop". Patterson also looked back at me multiple times. I then caught Patterson and stopped him at the intersection of S Sprigg and Maple. Patterson was then placed into handcuffs and taken back to the area where I observed him throw the firearm. Once in the area, I was able to locate the same firearm I observed Patterson throw as it was laying next the curb and partially underneath a vehicle. Patterson was then seated on the curb and I recovered the firearm, which was identified as:

FIREARM

Black Kel-Tec Handgun

Caliber: .380

Serial: J3P70

Rounds in Magazine: 11

I then radioed to communications the serial number to the firearm, and they confirmed the firearm was not stolen. Patterson was then placed in the backseat of my patrol vehicle.

A sweep of the area by myself and other officers was done in order to locate evidence, victims, and property damage. Numerous vehicles were located on the property that had been struck. Furthermore, communications received calls from vehicle owners that their vehicle had been struck during the gunfire. It should be noted that evidence technicians and other officers on scene spoke with owners of the vehicles, see their supplements for further.

I then went back to my patrol vehicle and transported Patterson to the Cape Girardeau Police Department Jail for booking and processing. A state warrant application has been completed and forwarded to the State Prosecuting Attorney's Office for review. Patterson will remain in the Cape Girardeau Police Department Jail on a 24 hour hold until 04/29/19 at 0016 hrs pending the issuance of a warrant.

The firearm has been entered into evidence.

INCIDENT DETAIL REPORT

UNLAWFUL USE OF WEAPON - SUBSECTION 3 - DISCHARGE INTO HOME, MV OR OTHER TRANSP

Agency : CAPE GIRARDEAU POLICE DEPARTME

Incident # : 19002571

Phone : (573) 335-6821

Address : 2530 MARIA LOUISE, CAPE GIRARDEAU MO 63701

This investigation will remain active due to the unlawful use of a weapon and property damage.

INCIDENT SUPPLEMENT - EVIDENCE Officer: WYATT, MARK

On Saturday April 27, 2019 at approximately 2350 hrs. I, Cpl. Wyatt DSN 231, responded to 631 S. Sprigg for a report of shots fired. Upon my arrival I assisted other officers with securing the crime scene and located spent rounds and property damage. At approximately 0100 hrs. on Sunday April 28, 2019 I responded to Police Headquarters and made contact with the suspect, Maurice Patterson, who was located in the Cape Girardeau City jail. I then administered a MSHP Gunshot Residue Kit on Patterson and submitted it into evidence.

Nothing further at this time.

INCIDENT SUPPLEMENT - EVIDENCE Officer: VEZEAU, ANTHONY

On Sunday, 04-28-2019, at approximately 0044 hrs., I, Evidence Technician Anthony Vezeau/DSN: #309 responded to 631 S. Sprigg St. for evidence documentation. Upon arrival, I began photographing evidence markers that were laid out on Maple St. prior to my arrival.

I took overall, mid range and close up photographs of the evidence markers showing where shell casings were located.

I captured forty-one (41) JPEG photographs.

The photographs were submitted into evidence.

My department issued body camera was activated while on scene. The video will be uploaded per department policy.

Nothing Further.

INCIDENT SUPPLEMENT - EVIDENCE Officer: ANDERSON, RYAN

On April 27, 2019 at approximately 2346 hours, I, Evidence Technician Officer Anderson DSN 341, overheard Officer Bennett (DSN 353) advised, on the radio, that there were multiple shots being fired near River Valley. I responded to the area and was advised by other Officers that multiple ammunition shell casings were located behind River Valley (631 S Sprigg street).

There were three primary clusters of shell casings located in the area behind River Valley. The first was directly outside the back door of River Valley (on the west side) of the business. Multiple shell casings were located on the back patio as well as just off the patio in the gravel and dirt. In this location, I located twelve .40 caliber shell casings and two 9 millimeter (mm) shell casings. The second area of shell casings were significantly separated from the first and third clusters. The second area was located in the yard of Overcomers Church Of God (624 S Ellis). This yard was on the east side of the church and was directly west of the rear door and patio of River Valley was located. In this area, I located nineteen 9mm shell casings and four .40 caliber shell casings. A third cluster of shell casings, as well as one spent bullet, were located just south of the first two areas. More specifically, the location was just along the sidewalk on the north side of the 700 block of Maple street. In this area, there were eight 9mm shell

INCIDENT DETAIL REPORT

UNLAWFUL USE OF WEAPON - SUBSECTION 3 - DISCHARGE INTO HOME, MV OR OTHER TRANSPORTATION

Agency : CAPE GIRARDEAU POLICE DEPARTMENT

Incident # : 19002571

Phone : (573) 335-8821

Address : 2530 MARIA LOUISE, CAPE GIRARDEAU MO 63701

INCIDENT SUPPLEMENT - EVIDENCE Officer: ANDERSON, RYAN

casings, one .40 caliber shell casing, and one spent bullet located.

I photographed the discovered shell casings and clusters #1 and #2. Evidence Technician Vezeau (DSN 309) photographed cluster #3 (see his supplement report for further). Markers 1 - 14 were used at cluster #1, markers 2 - 24 were used at cluster #2, and markers 29-37 and 40 were used at cluster #3. Marker #1 at cluster 2 and marker numbers 38 and 39 at cluster #3 were not utilized due to them being unavailable.

I later photographed all of the located shell casings and bullet once they were collected and brought to Police headquarters. These photographs were uploaded to the evidence drive.

Nothing further.

INCIDENT SUPPLEMENT - EVIDENCE Officer: SIMMONS, ANDREW

On Saturday, 04/27/19 at approximately 2347 hours, I, Ptlm. Andrew Simmons, DSN 343, responded to 631 S Sprigg in reference to shots fired and an officer requesting assistance.

Upon arrival, I observed a large group of people running in all directions from 631 S Sprigg. I made my way to the back of the business where I observed officers on scene had one subject in custody. I began canvassing the area and immediately located several vehicles which had been struck during the shooting. A total of six vehicles were located on the back gravel parking lot of the above address which had damage to them. They are all identified as follows:

VEHICLE #1:

BROWN 2008 GMC ACADIA
MO LPN: DR7-H5V
VIN: 1GKER23758J296627
REGISTERED OWNER: MCHUGHS, MEGAN

VEHICLE #2:

WHITE 2001 FORD TARUS
MO LPN: 03E-AL1
VIN: 1FAFP53U01A121842
REGISTERED OWNER: SULLIVAN, LAWAYNE

VEHICLE #3:

WHITE 2005 DODGE SPRINTER
MO LPN: 7CE-965
VIN: WD0PD644055844719
REGISTERED OWNER: CUMMINS, DANIEL E

VEHICLE #4:

WHITE 2004 PONTIAC GRAND PRIX
VIN: 2G2WP522241360743
REGISTERED OWNER: MALONEY, JODY Q

INCIDENT DETAIL REPORT

UNLAWFUL USE OF WEAPON - SUBSECTION 3 - DISCHARGE INTO HOME, MV OR OTHER TRANSP

Agency : CAPE GIRARDEAU POLICE DEPARTME

Incident # : 19002671

Phone : (573) 335-6621

Address : 2530 MARIA LOUISE, CAPE GIRARDEAU MO 63701

INCIDENT SUPPLEMENT EVIDENCE

Officer: SIMMONS, ANDREW

VEHICLE #5:

BLACK 1998 TOYOTA CAMRY

MO LPN: FR2-T6P

VIN: 4T1BG22KXWU340655

REGISTERED OWNER: MOORE, COREY D

VEHICLE #6:

BROWN 2003 BUICK PARK AVENUE

MO LPN: KR1-K2J

VIN: 1G4CW54K534129848

REGISTERED OWNER: SCHUMER, BRIAN N

I was also able to speak with one individual on scene who was seen in and around one of the damaged vehicles. I observed a male subject, identified as Jawone Newell, reach through the broken glass of the rear passenger door on a gold 2003 Buick Park Avenue bearing Missouri license plate KR1-K2J and retrieve a green and black backpack from the vehicle and then begin to walk away. I stopped Newell and spoke with him about the incident. Newell stated he arrived to the above address in the Buick with his friend Brian Schumer. They were inside when he suddenly heard several shots being fired inside the business and so he began running away but advised he did not see anyone who was doing the shooting. Newell denied consent to search the backpack. I then ended my contact with Newell.

OTHER:

NEWELL, JAWONE E

836 COLLEGE

I began photographing the damage to all six vehicles located. I observed on the 2008 GMC Acadia which was parking facing south in the gravel lot one bullet strike to the front driver tire causing a flat. I observed on the 2005 Dodge Sprinter which was parked facing east in the gravel lot one bullet strike to the glass on the right rear hatch. I observed on the 2004 Pontiac Grand-Prix which was parked facing east two bullet strikes to the front windshield near the driver side as well as the driver side window to be struck and the glass broken. On the 2001 Ford Taurus which was parked facing east I observed one bullet strike to the top center of the front windshield which appeared to have exited out of the roof of the vehicle. On the 1998 Toyota Camry which was parked facing east I observed one bullet strike to the hood and to the driver side passenger door as well as the front passenger side window broken. On the 2003 Buick Park Avenue which was parked facing west I observed both the rear driver and passenger windows to be busted. I also observed one bullet strike to the hood of the vehicle and to the front driver side door.

I was later advised by communications that two additional victims of property damage had reported their vehicles struck but had left the scene at the time of the incident. I first responded to Rhodes Gas Station located at 10 S West End where I made contact with Megan Holland. Holland stated she had

INCIDENT DETAIL REPORT

UNLAWFUL USE OF WEAPON - SUBSECTION 3 - DISCHARGE INTO HOME, MV OR OTHER TRANSP

Agency : CAPE GIRARDEAU POLICE DEPARTME

Incident # : 19002571

Phone : (573) 335-8621

Address : 2530 MARIA LOUISE, CAPE GIRARDEAU MO 63701

INCIDENT SUPPLEMENT - EVIDENCE Officer: SIMMONS, ANDREW

just arrived to the back gravel lot at the above address where she was going to drop her daughter off for the party. There was suddenly a barrage of gunfire so she backed her vehicle out immediately and fled the scene for safety. I observed her 2019 Nissan Rogue to have one bullet strike in the front passenger door, one strike to the passenger side rear quarter panel, one strike to the driver side quarter panel, and one strike to the driver side rear window. Inside the vehicle in the rear, I observed areas in both the driver and passenger side upholstery where bullets had apparently exited after striking the exterior of the vehicle and I was able to locate a small bullet fragment inside the cargo area.

VEHICLE #7:

WHITE 2019 NISSAN ROGUE

MO LPN: EC6-K1R

VIN: KNMAT2MV2KP536634

DRIVER: HOLLAND, MEGAN F

I then responded to 841 S Sprigg where I made contact with a third party who wished to remain anonymous but reported a vehicle had been left at her residence which had been shot. The vehicle owner was at the party at the time of the incident but left 841 S Sprigg in a separate vehicle prior to my arrival. I observed the 2007 Chevrolet Malibu to have two bullet strikes in the rear glass of the vehicle. Inside the vehicle in the rear passenger side floorboard I recovered what appeared to be a projectile.

VEHICLE #8:

LIGHT BLUE 2007 CHEVROLET MALIBU

MO LPN: BC3-D4M

VIN: 1G1ZS58F37F219932

REGISTERED OWNER: FISHER, TIAWANNA P

The projectile and fragment I located was seized and then properly, marked, packaged, and submitted into evidence. All photographs taken were uploaded onto the evidence drive.

My body worn camera was active during the initial incident and the video footage was uploaded.

Nothing further.

INCIDENT SUPPLEMENT - SUPPLEMENT REPORT Officer: SPALA, KRISTOPHER

On Saturday, April 27th, at approximately 2350 hours, I, Patrolman Spala, DSN 351, responded to 631 S Sprigg at River Valley Banquet Center in reference to shots fired. According to officers via the radio, multiple shots were heard in this area.

Upon my arrival, I assisted with scene security and crowd control. As I entered the building, I observed various clothing items strewn about on the floor. I exited the rear of the building and identified the owner of a vehicle that had been struck by gunfire. He is identified as:

VICTIM

Schumer, Brian N

INCIDENT DETAIL REPORT

UNLAWFUL USE OF WEAPON - SUBSECTION 3 - DISCHARGE INTO HOME, MV OR OTHER TRANSPOR

Agency : CAPE GIRARDEAU POLICE DEPARTME

Incident # : 19002571

Phone : (573) 335-6621

Address : 2530 MARIA LOUISE, CAPE GIRARDEAU MO 63701

INCIDENT SUPPLEMENT - SUPPLEMENT REPORT

Officer: SPALA, KRISTOPHER

DAMAGED PROPERTY

2003 Buick Park Avenue MO Reg KR1 K2J

Expiration 06/2019

Schumer's vehicle had been struck by gunfire and the rear passenger windows had been broken.

I also identified the owner of another vehicle that had been struck. She is identified as:

VICTIM

Griffin, Tajhada O

DAMAGED PROPERTY

2005 Dodge Sprinter Van MO Reg 7CE 965

Expiration 02/2019

Registered owner: Daniel Cummings of Dan's Key and Lock

While guarding the scene for evidence processing, I located multiple shell casings at the southwest of the parking lot and on Maple St. These shell casings were marked to be photographed and collected by evidence technicians on scene. Refer to their supplements as well as the original report for complete detail.

While on scene, communications was instructed to notify nearby hospitals of the incident and to report any potential victims of gunshots seeking medical aid. Later, communications advised two subjects were at Southeast Emergency Room reporting dog bites. It was also advised the two subjects had been in the area of River Valley Banquet Center where the shooting just occurred.

I made contact with ER physicians:

OTHER

Dr. Brian Lenhof

Dr. Andrew Hyatt

regarding the injuries reported by these two subjects, who were identified as:

OTHER

Stinnett-Robinson, Kaylee Jo

Stinnett-Robinson, Kamryn

Dr. Lenhof advised both Kaylee and Kamryn were admitted to the ER with reported dog bite injuries. Dr. Lenhof advised Kaylee was assigned as his patient, while Dr. Hyatt advised Kamryn was assigned as his patient. I inquired with Dr. Lenhof if he believed, in his professional opinion, if the injuries reported appeared consistent with a dog bite. Dr. Lenhof advised he did believe the injuries appeared consistent. Dr. Hyatt concurred that the injuries to both Kaylee and Kamryn appeared consistent with a dog bite, advising he and Dr. Lenhoff consulted with each other about the injuries and agreed about

INCIDENT DETAIL REPORT

UNLAWFUL USE OF WEAPON - SUBSECTION 3 - DISCHARGE INTO HOME, MV OR OTHER TRANSPORTATION

Agency : CAPE GIRARDEAU POLICE DEPARTMENT

Incident # : 19002571

Phone : (573) 335-6621

Address : 2530 MARIA LOUISE, CAPE GIRARDEAU MO 63701

INCIDENT SUPPLEMENT - SUPPLEMENT REPORT

Officer: SPALA, KRISTOPHER

what they appeared to be.

I then made contact with Kaylee in ER room 4. Kaylee stated she and her sister Kamryn were at River Valley Banquet Center for a party being hosted by a gang-group she identified as "OTG". Kaylee stated the party was advertised on Facebook. At the time of this report, I have not located the Facebook post Kaylee referenced. Kaylee stated she and Kamryn were in the center of the dance floor during a song she referred to as "really hype". Kaylee stated during this time, a female she identified as:

OTHER

Ford, Livvy

was standing near her and appeared very calm while doing what she believed to be texting. Kaylee stated after the song ended, the crowd began pushing and shoving everybody to the rear of the building. Kaylee stated the rear doors then opened and an unknown amount of people entered, firing guns. Kaylee was not able to identify how many shooters or if anybody was struck by the gunfire, advising everyone in the room began piling on top of each other as they dropped to the ground. Kaylee stated she and Kamryn then were able to run out the front door and ran across S Sprigg nearby to where her cousin lives. Kaylee stated upon entering her cousin's residence, her cousin's pitbull bit her left knee, leaving multiple puncture marks. Kaylee stated she knew of additional members of this OTG group who were in attendance at the River Valley Banquet Center party. Kaylee identified two black males as:

OTHER

Carter, Byron
Jones, Marc Anthony

Kaylee advised she believed Carter to be approximately 16-17 years of age and Jones approximately 17-18. Kaylee advised Patterson, who was taken into custody by Patrolman Bennett, DSN 353, is a member of the OTG group. Refer to the main report for further details surrounding Patterson's involvement. Kaylee stated she did not want to complete a written statement and wished to be left out of this incident for fear of retaliation.

I then made contact with Kamryn in ER room 9. Kamryn stated she and Kaylee were in the center of the dance floor, and after the conclusion of the song Kaylee referred to as "really hype", they were pushed to the rear of the building. Kamryn stated the rear doors were then opened and an unknown amount of individuals entered and began to fire guns. Kamryn stated she was unsure of who was firing or if anyone had been struck, advising they were piled on top of as attendees dropped to the ground. Kamryn stated she and Kaylee were then able to flee out the front door and ran across the road to her cousin's house. Kamryn stated she was also bit by her cousin's dog, but not to the same severity as Kaylee.

This concludes my involvement in this case. Refer to the main report and all supplements for further details. This case is still active. My body-worn camera was active during this incident and the footage uploaded.

Nothing further.

INCIDENT DETAIL REPORT

UNLAWFUL USE OF WEAPON - SUBSECTION 3 - DISCHARGE INTO HOME, MV OR OTHER TRANSP

Agency : CAPE GIRARDEAU POLICE DEPARTME

Incident # : 19002571

Phone : (573) 335-6621

Address : 2530 MARIA LOUISE, CAPE GIRARDEAU MO 63701

INCIDENT SUPPLEMENT - EVIDENCE

Officer: ROGERS, WILL

On Sunday, 04/28/19, at approximately 0745 hours, I, Officer Rogers, DSN 333, was dispatched to River Valley Banquet Hall at 631 S. Sprigg, Cape Girardeau, MO, 63701, for evidence work. I was advised that additional shell casings were located on Maple Street just south of the River Valley Banquet Hall.

Upon arrival, I located the following shell casings in the road:

(2) WIN 9mm Luger Shell Casings (Black)

The shell casings were located in the same area of the street where other shell casings were located the previous night. I took overall, midrange, and closeup photographs of the shell casings. The shell casings were then collected as evidence.

I began canvassing the gravel parking lot to the west of 631 S. Sprigg for additional shell casings. I located (1) bullet projectile in the gravel lot. I also located the following shell casings in the gravel parking lot:

- (1) RP 9mm Luger Shell Casing (Brass) - Label #1
- (1) 40 S&W Blazer Shell Casing (Brass) - Label #2
- (1) 40 S&W Blazer Shell Casing (Brass) - Label #3
- (1) RP 9mm Luger Shell Casing (Brass) - Label #4

I took overall, midrange, and closeup photographs of the bullet projectile and shell casings. The bullet projectile and shell casings were then collected as evidence.

I also took additional overall, midrange, and closeup photographs in the daylight of the following vehicles which had been damaged by the gunshots:

- Buick Park Avenue - Gray - KR1K2J
- Toyota Camry - Black - FR2T6P
- GMC Acadia - Tan - DR7H5V
- Dodge Sprinter - White - 7CE965
- Pontiac Grand Prix - White - PS2K8P
- Ford Taurus - White - 03EAL1 (Temporary)

The damage to the above mentioned vehicles were previously documented in Officer Simmons', DSN 343, supplement report.

The shell casings and bullet projectile were transported to Police Headquarters where I took additional overall, midrange, and closeup photographs of each item. The shell casings and bullet projectile were submitted to the Cape Girardeau Police Department's evidence department.

A total of (194) JPEG Evidentiary Photographs were taken and placed on the Cape Girardeau Police Department's evidence drive.

INCIDENT DETAIL REPORT

UNLAWFUL USE OF WEAPON - SUBSECTION 3 - DISCHARGE INTO HOME, MV OR OTHER TRANSPOR

Agency : CAPE GIRARDEAU POLICE DEPARTME

Incident # : 18002571

Phone : (573) 335-6621

Address : 2530 MARIA LOUISE, CAPE GIRARDEAU MO 63701

INCIDENT SUPPLEMENT : EVIDENCE : Officer: ROGERS, WILL

Nothing further.

COPY

INCIDENT DETAIL REPORT REQUEST FOR SERVICE

Agency : CAPE GIRARDEAU POLICE DEPARTME
Phone : (573) 335-6621
Address : 2530 MARIA LOUISE, CAPE GIRARDEAU MO 63701

Incident # : 18004310

DESCRIPTION		
Call For Service # : CAPE2018036703	Begin Date/Time : 07/21/2018 01:17	Occurence Date :
Other # :	End Date/Time : 07/21/2018 06:33	Solvability Points :
Disposition : NOT APPLICABLE	Date Reported : 07/21/2018	Total Damage :
UCR Disposition : NON-UCR	UCR Disposition Date : 07/21/2018	
REPORTABLE		

Officers		
Primary Officer : SHANE BOURBON		
Name : BOURBON, SHANE	Role : Reporting	Date Assigned : 07/21/2018

OFFENSES		
17-26A5		
NCIC Code :	IBR Code :	UCR Code : 04E
ASSAULT BY ATTEMPTING/CAUSING OFFENSIVE CONTACT WITH ANOTHER		
REQUEST FOR SERVICE Primary Violation		
NCIC Code :	IBR Code :	UCR Code : 9999
REQUEST FOR SERVICE		

LOCATIONS	
PRIMARY ADDRESS	
Location Type : Inc Location	Address : 631 S SPRIGG ST AND S SPRIGG ST
Place Name :	Cape Girardeau MO
PRIMARY ADDRESS	
Location Type : Crime Location	Address : 631 S SPRIGG ST
Place Name : THE RIVER	Cape Girardeau MO 63703
Location Type : Statement	Address : 121 E RODNEY ST APT G2
Place Name :	Cape Girardeau MO 63701

PERSONS		
Involvement : ARREST	Sex : F	
Last Name : GARRETT	Birth Date : [REDACTED]	
First Name : MAURICA	Eye Color :	Primary : (618) 353-7550
MI : MICHELLE	Hair Color :	
Suffix :	Hair Length :	Cell : (618) 353-7550
Race : BLACK	Height :	
Ethnicity : NON HISPANIC	Weight :	
Address : 121 E RODNEY APT H6 , Cape Girardeau, MO 63701		

Involvement : SUSPECT	Sex : F	Juvenile
Last Name : JONES	Birth Date : [REDACTED]	
First Name : CAMARI	Eye Color : BRO	Primary : (573) 837-2235
MI : EBONE	Hair Color : BLK	Home : (573) 837-2235
Suffix :	Hair Length :	
Race : BLACK	Height :	
Ethnicity : NON HISPANIC	Weight :	
Address : 1020 SHADY LN , Cape Girardeau, MO 63701		

Involvement : SUSPECT	Sex : F	
Last Name : MOORE-JACKSON	Birth Date : [REDACTED]	

INCIDENT DETAIL REPORT

REQUEST FOR SERVICE

Agency : CAPE GIRARDEAU POLICE DEPARTME
 Phone : (573) 336-6621
 Address : 2530 MARIA LOUISE, CAPE GIRARDEAU MO 63701

Incident # : 18004310

First Name : QUINTAYA	Eye Color :	Primary : (573) 587-2100
MI : DARNEIA	Hair Color :	
Suffix :	Hair Length :	
Race : BLACK	Height : 5'2"	
Ethnicity : NON HISPANIC	Weight : 140 lbs	
Address : 2773 HAWTHORN RD , Cape Girardeau, MO 63701		

Involvement : VICTIM	Sex : F	
Last Name : PIERCE	Birth Date : ██████████	
First Name : DANASIA	Eye Color : BRO	Primary : (573) 270-3480
MI : MONEE	Hair Color : BLK	Home : (573) 324-7794
Suffix :	Hair Length :	Cell : (573) 270-3480
Race : BLACK	Height :	
Ethnicity : NON HISPANIC	Weight :	
Address : 121 E RODNEY G2 , Cape Girardeau, MO 63701		

ARRESTS FOR INCIDENT 18004310

ARREST DESCRIPTION :	GARRETT, MAURICA MICHELLE
Arrest Date : 07/21/2018 00:00	Location : 631 S SPRIGG ST / S SPRIGG ST Cape Girardeau, MO

ARREST VIOLATIONS
 Violation Code : 17-26A1 - ASSAULT BY ATTEMPT/CAUSE INJURY, PAIN, ILLNESS

ARREST EMPLOYEES

Name : FARLEY, ZACH	Action Date : 7/21/2018
Role : Arresting	Agency :

Name : NORFOLK, VERNON	Action Date : 7/24/2018
Role : Booking	Agency :

CITATIONS FOR INCIDENT 18004310

CITATION DESCRIPTION	GARRETT, MUARICA MICHELLE
Citation # : 151121128	Officer : FARLEY, ZACH
Citation Type : Criminal Municipal	Assist Officer :
Citation Date : 07/21/2018 02:00	Location : SPRIGG ST / MAPLE ST MO

CITATION VIOLATIONS
 Violation Code : 17-26A1 - ASSAULT BY ATTEMPT/CAUSE INJURY, PAIN, ILLNESS Fine Amount : \$0.00

CITATION COURT APPEARANCES

Court Date : 8/21/2018 9:00:00AM	Court Type :
Court Name : MUNICIPAL COURT	Jury Trial : No
Judge :	Comment :

INCIDENT SYNOPSIS
 Request for services

INCIDENT DETAIL REPORT

REQUEST FOR SERVICE

Agency : CAPE GIRARDEAU POLICE DEPARTME
Phone : (573) 335-6621
Address : 2630 MARIA LOUISE, CAPE GIRARDEAU MO 63701

Incident # : 18004310

INCIDENT NARRATIVE

On Saturday 7/21/18 at approximately 0130 hrs. I, Ptlm. Bourbon DSN 308 was dispatched to 631 S. Sprgg St. (River valley banquet center) in reference to a disturbance/fight in progress. Upon my arrival I could hear what sounded to be a large disturbance coming from the rear west facing side of the establishment. As I moved around the building to investigate the disturbance I noticed the overwhelming smell, that due to my training and experience to be burnt marijuana.

As I reached the disturbance, I observed 45 to 50 individuals standing in a large group screaming and shoving each other. Near the center of the group there appeared to be an active ongoing fist fight. But due to the large amount of other individuals standing around the fight, the lighting in the parking lot and the time of night I could not clearly observe the fight. Due to the large crowd going increasingly hostile and at the time only three officers were on scene. I deployed my department issued oleoresin capsicum (OC) spray above the crowd in an attempt to get the crowd to disperse.

After deploying the OC spray the crowd began to run in several different directions. Myself, Ptl. Tisher DSN 348 and K-9 officer Brotz DSN 336 remained on scene for several minutes to ensure no individuals needed medical treatment and ensure the disturbance did not began again after Law-enforcement left the area. While on scene several individuals refused to provide any information on what occurred prior to my arrival. Due to the fact no victims/suspects remained in the area after the OC spray was deployed no assault reports were generated.

Nothing further.

INCIDENT SUPPLEMENT SUPPLEMENT REPORT Officer: FARLEY, ZACH

On Saturday 7-21-2018 at approximately 1047 hours I, Officer Farley DSN 326 responded to 121 E. Rodney St. Apt G2 in reference to an assault that occurred at 631 S. Sprigg at between 0100 and 0200 hours on 7-21-2018. Upon my arrival I spoke to the victim identified as:

VICTIM:

Pierce, Danasia Monee
B/F DOB: [REDACTED]
SSN: [REDACTED]
Address: 121 E. Rodney Apt G2 Cape Girardeau MO. 63701
Phone: 573-382-7464
POE: Zaxby's

Pierce stated she attended a party at 631 S. Sprigg St. on 7-21-2018 and as she tried to leave the party at approximately 0130 hours a group of 4 girls approached her and said "What's up with that bitch word?" Pierce said the group of girls then began pulling her hair and hitting her. I asked Pierce if she knew who the suspects were and she stated she knew the names of all the girls.

ARRESTED:

Garrett, Maurica Michelle
B/F DOB: [REDACTED]
SSN: [REDACTED]
Address: 121 E. Rodney Apt H6 Cape Girardeau MO. 63701

INCIDENT DETAIL REPORT

REQUEST FOR SERVICE

Agency : CAPE GIRARDEAU POLICE DEPARTMENT

Incident # : 18004310

Phone : (573) 335-6621

Address : 2530 MARIA LOUISE, CAPE GIRARDEAU MO 63701

INCIDENT SUPPLEMENT - SUPPLEMENT REPORT

Officer: FARLEY, ZACH

Phone: 618-353-7550

POE: N/A

SUSPECTS:

Jackson, Quintaya Darneia

B/F DOB: [REDACTED]

SSN: [REDACTED]

Address: 2773 Hawthorn Rd. Cape Girardeau MO. 63701

Phone: 573-587-2100

POE: N/A

(JUVENILE) Jones, Camari Ebone

B/F DOB: [REDACTED]

SSN: [REDACTED]

Address: 1020 Shady Ln. Cape Girardeau MO. 63701

Phone: 573-837-2235

Bell, Janiya

B/F DOB: [REDACTED]

Pierce stated that she had a video of the incident on her phone which she showed to me and pointed out all the suspects in the video and named each of them. Piece stated that Garrett lived in an apartment complex next to hers. I advised Pierce that in the video she showed I never saw Garrett hit Pierce. Pierce stated that the video she had was not the entire confrontation and that Garrett pulled Pierce's hair and hit her in the face. Pierce stated she had injuries from the incident but I was unable to locate any clear signs of injury on Pierce.

I then went to Garrett's residence at 121 E. Rodney St. Apt H6 and asked her about the incident. Garrett stated she was at the party at 631 S. Sprigg and she saw Pierce fighting 3 other girls but she said she only watched the fight. I later placed Garrett under arrest and she was transported to Police Headquarters where she booked, processed, and released on a criminal summons.

SUMMONS:

Citation #: 151121128

Court Date: 8-21-2018 @ 0900 hours

It should be noted that I have not yet spoke to Jackson, Jones, and Bell about this incident. I was also unable to fully identify Bell.

This case remains active.

INCIDENT SUPPLEMENT - EVIDENCE

Officer: NEEL, S. BRADLEY

On Saturday 7-21-18, I, Sergeant Neels #258, responded to this incident to assist Patrolman Farley. While on scene I obtained video of the incident that was taken by an unknown person and apparently posted onto Facebook Live. The video was placed into evidence.

INCIDENT DETAIL REPORT

REQUEST FOR SERVICE

Agency : CAPE GIRARDEAU POLICE DEPARTME

Incident # : 18004310

Phone : (573) 335-6621

Address : 2530 MARIA LOUISE, CAPE GIRARDEAU MO 63701

INCIDENT SUPPLEMENT: EVIDENCE Officer: NEELS BRADLEY

Nothing further.

CITY of CAPE GIRARDEAU

Bill # 14993

Business License Renewal Notice

Account #	3690
Customer #	24484
License Year	2018
State Sales Tax #	23168668

CUSTOMER SERVICE

RIVER VALLEY BANQUET CENTER
1722 CRESTWOOD DR
CAPE GIRARDEAU, MO 63701

APR 29 2019

CITY OF CAPE GIRARDEAU

*** Please read instructions on back before completing this application and return all copies with required information**

BUSINESS CATEGORY DESCRIPTION	BUSINESS PHONE	CURRENT LICENSE EXPIRATION
PUBLIC BUILDING	573-803-0947	12/31/2018

BUSINESS ADDRESS OR LOCATION
WERNER, RICK RIVER VALLEY BANQUET CENTER 1722 CRESTWOOD DR CAPE GIRARDEAU, MO 63701

ST ✓ T sent letter about real estate tax
SA ✓ U ✓ 3 IP PP tax (Pd)

1. BUSINESS LICENSE FLAT RATE 40.00

IF BUSINESS LICENSE GROSS RECEIPTS,
TOTAL GROSS RECEIPTS (WITHOUT ALCOHOL SALES).....
LICENSE AMOUNT DUE (\$1 PER \$1000; MINIMUM \$10.00).....

DELINQUENT IF NOT PAID BY JAN. 31 (PENALTY).....
(5% PENALTY EACH MONTH; MAXIMUM 25%)
TOTAL AMOUNT DUE (License Plus Penalty).....

\$ 6.00 Late fee
\$ 46.00

(SEE INSTRUCTIONS ON BACK)

Oath: I, the undersigned, do swear (or affirm) that the foregoing figures and statements are true, full and correct to the best of my knowledge and belief.

[Signature]

If no longer in business, please check box [] and give date business closed _____, sign and date below and return license application. Follow instructions on back.

Signature of Owner or Authorized Agent and Title _____ Date _____

NOTE: Submittal of the renewal notice and required fees does NOT indicate that the business has met all City codes and has a valid license to operate. When an actual Business License is received from the City, the business will be authorized to operate.

This license shall not be valid or have any legal effect unless and until the taxes prescribed by law (and penalties), as shown on the foregoing application and hereon, be paid to the City of Cape Girardeau. Also all other accounts with the City of Cape Girardeau must be current, including all personal property & real estate taxes paid to Cape Girardeau County. Also if selling items at retail, a no sales tax letter is to be attached.

Mail To:
City of Cape Girardeau
P.O. Box 617
Cape Girardeau, MO 63702

Mailing Address or Location Change (circle one):

[Handwritten mark]

CITY OF CAPE GIRARDEAU
Business License Renewal
Information, Rules and Regulations

- Under the terms of the City of Cape Girardeau Code of Ordinances, Section 15-89, you are required to pay a minimum tax of \$10.00, or an amount equal to \$1.00 per \$1,000.00 on gross business done during the 2018 year ending on the last day of **DECEMBER 2018**. If you're a flat rate license, then only the \$40.00 flat rate is the license fee.
- **Round up all cents to the next dollar.**
- Kindly fill out and execute the affidavit of gross sales on the front of this renewal or pay the flat rate amount indicated, and return by **January 31, 2019**.

RULES AND REGULATIONS

1. Gross sales means the gross receipts of the business, occupation, or calling for which the license was issued either through the sale of merchandise or through the sale of services, derived through transactions of the licensee, whether such sales, services, or transactions are for cash or on credit. Gross receipts do not include sales tax remitted to the state **OR** alcoholic sales.
2. The making of a false affidavit can subject a person to imprisonment for not less than 6 months or a fine of not less than \$500.00.
3. Failure to pay the proper amount of license tax and amounts owed to the City can result in the City refusing to issue licenses.
4. Failure to pay this tax can result in a civil suit by the City to collect this tax plus penalties and attorney fee. Only one notice will be sent following Jan. 31, followed by a citation if the license remains delinquent.
5. All delinquent licenses shall, in addition to the license tax due, pay the tax penalty. Please refer to the penalty provisions of Section 144.250 RSMo relating to delinquent sales taxes.
6. **Must enclose no tax due statement from Missouri Department of Revenue or certify that you are not required to collect sales and/or withholding tax.** Website for the no tax due form: <https://dors.mo.gov/tax/notaxdue/taxpayer.jsp>.
7. **All other accounts with the City must be current, including Cape Girardeau County taxes.**

Closed Business:

If your business closed during 2018, you must still fill out the front side and calculate the \$1.00 per \$1,000 gross receipts. In the penalty amount, write (\$10.00). This credit is from when you opened your business. Examples: If your \$1.00 per \$1,000 due is \$26.00, you need to pay \$16.00. If your gross receipts are less the \$10,000, nothing is due but form must still be submitted. Please be sure to sign the bottom of the page and include date business closed.

Relocated Business:

If your business has relocated, please contact the Customer Service Department for a Change of Information form, or visit https://www.cityofcapegirardeau.org/departments/citizen_services/licenses_permits/business

EXAMPLE ADDITIONAL PENALTY EQUATIONS

Penalty Example

For failure to pay license on or before the due date, the license penalty is 5% of the license amount due, up to a maximum of 25% (5 months late = 25%).

Example 1: Return is due Jan. 31, but is filed (postmarked) Feb. 10

Line 2 is \$480

$\$480 \times 5\% = \24

\$24 is the penalty

Example 2: Return is due Jan. 31, but is filed (postmarked) March 21

Line 2 is \$480

$\$480 \times 10\% = \48

\$48 is the penalty

If you have any questions, please call the Customer Service Department at 573-339-6322.

City of Cape Girardeau
CUSTOMER SERVICE
401 Independence
Cape Girardeau, MO 63703
573-339-6322

2114068-0075 Megan S. 04/29/2019 01:20PM

BUSINESS LICENSE	
WERNER, RICK	
3690	
2018 Item: 14993	
BUSINESS LICENSE FLAT	
RATE	40.00
15 % PENALTY	6.00

	46.00
Subtotal	46.00
Total	46.00
CHECK	46.00
Check Number003520	

Change due	0.00

Paid by: WERNER, RICK

Thank you for your payment

CUSTOMER COPY
DUPLICATE RECEIPT

TAXATION DIVISION
PO BOX 3666
JEFFERSON CITY, MO 65105-3666



Missouri
DEPARTMENT OF REVENUE

Telephone: 573-751-9268
Fax: 573-522-1265
E-mail: taxclearance@dor.mo.gov

RIVER VALLEY BANQUET CENTER LLC
1722 CRESTWOOD DR
CAPE GIRARDEAU, MO 63701-2914

DATE: 04/29/2019
VALID THROUGH: 07/30/2019
CAPE GIRARDEAU

CERTIFICATE OF NO TAX DUE

MISSOURI ID: 23168668
Notice Number 2005749860

To Whom It May Concern: The Department of Revenue, State of Missouri, certifies the above listed taxpayer has filed all required returns and paid all sales or withholding tax due, including penalties and interest, and does not owe any sales and withholding tax, as of April 28, 2019. This review does not include returns that are not required to be filed as of this date or that have been filed but not yet processed by the Department.

This statement only applies to sales and withholding tax due and is not to be construed as limiting the authority of the Director of Revenue to assess, or pursue collection of liabilities resulting from final litigation, default in payment of any installment agreement entered into with the Director of Revenue, any successor liability that may become due in the future, or audits or reviews of the taxpayer's records as provided by law.

THIS CERTIFICATE REMAINS VALID FOR 90 DAYS FROM THE ISSUANCE DATE.

TAXATION DIVISION

APRIL 29, 2019

RIVER VALLEY BANQUET CENTER
1722 CRESTWOOD DR
CAPE GIRARDEAU, MO 63701

Dear Business Owner:

I am writing in reference to your 2019 City Business License. The form and payment to renew your license was received by the city, but according to our records, you owe real estate tax under Rickey Werner, and personal property tax under Independence Place. Please contact Cape Girardeau Assessor's Office to obtain the full amount.

This requirement is set up in the City Code of Ordinances Section 15-5, which states, "No automobile license, merchant's license, wholesaler's license, manufacturer's license or occupation license shall be issued to any person, until all state and local sales taxes, personal property taxes, merchant's license taxes, ad valorem taxes, wholesaler's license taxes, manufacturer's license taxes, occupation license taxes, sewer service charges, water service charges, solid waste fees or other city taxes, fees or charges including special tax bills and assessments of the applicant therefore, due and payable or payable during the previous year, shall first have been paid in full together with any interest and penalties."

Please pay or provide proof of payment of these outstanding taxes and/or or bills within 30 days of the date of this letter to the City of Cape Girardeau, Customer Service Office, P.O. Box 617, Cape Girardeau, MO 63702-0617. Once payment proof of payment is received, your 2018 business license will be issued and mailed to you.

Please know that we want to support businesses in our community as much as possible, and we appreciate your action in resolving this issue. If you have any questions regarding this matter, please contact the Customer Service Office at 573-339-6322.

Respectfully,

Customer Service
City of Cape Girardeau



ORIGINAL
11/01/2018
TAX YEAR
2018

**CAPE GIRARDEAU COUNTY
PERSONAL PROPERTY TAX BILL**

PARCEL NUMBER	TAX DISTRICT	CITY CODE	SITE CODE
0994273	3122	30	
VALUATION	TYPE	RATE PER \$100 =	
500	PERSONAL	5.1966	
CURRENT TAX +		INTEREST +	PENALTIES +
40.98		0.00	0.00
TOTAL FEES		0.00	

PAY THIS AMOUNT
\$40.98
PAID BY 12/31/2018

VALUATION	DESCRIPTION OF PROPERTY
500	BUS EQUIP
500	

PAID RECEIPT
Office: Cape
Cashier: cashier21
Trans #: 1
Total: \$48.24

PAID RECEIPT
CHECK Tendered: \$40.39
Auth Code:

PRINT MAILING ADDRESS CHANGE
INDEPENDENCE PLACE
5 S HENDERSON
CAPE GIRARDEAU MO 63703

NY18500011

AA10994273000000000000000000000000

YD00000004098

3

DUPLICATE
04/29/2019
TAX YEAR
2018

**CAPE GIRARDEAU COUNTY
REAL ESTATE TAX BILL**

PARCEL NUMBER	TAX DISTRICT	CITY CODE	MORT CODE
21-106-00-40-009.00-0000	3122	30	
VALUATION	TYPE	RATE PER \$100 =	
9,680	RESIDENTIAL	5.1966	
CURRENT TAX +		INTEREST +	PENALTIES +
503.02		40.24	48.89
SPECIAL ASMT		0.00	
MISC. FEES		10.00	

PAY THIS AMOUNT
\$602.15
PAID BY 04/29/2019

VALUATION	DESCRIPTION OF PROPERTY
211060040009000	1410 GOOD HOPE ST CAPE GIRARDEAU
211060040009000	W 1/2 LOT 5 BLK 22
211060040009000	WEST END PLACE 2ND ADD
211060040009000	ACRES
211060040009000	SECTION 006 TWP 030 RANGE 014

PAID RECEIPT
Office: Cape
Cashier: cashier21
Trans #: 1
Total: \$602.15

PAID RECEIPT
CHECK Tendered: \$650.39
Auth Code:

PRINT MAILING ADDRESS CHANGE
WERNER RICKY
1410 GOOD HOPE ST
CAPE GIRARDEAU MO 63703

YY18000011

PA12110600400090000000000000000000

XD0000060215

2

On Sunday morning about 1:00 AM, my son was coming in, when all of a sudden we heard guns going off. A sound like someone was shooting off firecrackers. My son said NO that's guns shots. He turned off the lights and was going to call the police but they were already there.

My husband and son kept watching out the windows. Young people were running and screaming! About 2:00 AM it all settled down.

Before this happened, on other weekends, we couldn't hardly pull in our drive way because there were so many cars parked on both sides of Maple street that blocked our driveway. One time they even blocked the ally! This is not a good place to have a Bar!! Now the shooting makes it worse!

Patry Langston
335-5123

Banquet Hall
Smoothing (South Spring)

On Sunday morning about 1:00 AM, my son was coming in, when all of a sudden we heard guns going off. A sound like someone was shooting off firecrackers. My son said NO that's guns shots. He turned off the lights and was going to call the police but they were already there.

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Patry Langston
335-5123

Banquet Hall
Smoking (South Spring)

RONALD GARMS

Attorney at Law

P. O. Box 795 • Cape Girardeau, MO 63702 • 314.315.3131 • r.garms@garmslaw.com

July 1, 2019

Liquor Review Board
City of Cape Girardeau
Attention: Gayle Conrad
P.O. Box 617
401 Independence Street
Cape Girardeau, MO 63701

RE: Liquor License Denial Appeal
River Valley Banquet Center
631 South Sprigg

Dear Ms. Conrad:

Mr. Werner and I have received notice by email of the denial of his liquor license application for the River Valley Banquet Center, and I am writing to give notice of our intent to appeal that action to the Liquor Review Board and above, first including the City Council, if necessary.

In the letter from the City Manager, reference is made to certain findings of the Cape Girardeau Police Department attached thereto. However, we did not receive such findings via email. Could you please look into this matter and forward that part of the City Manager's letter to at least me.

Although I am not totally rehabilitated from recent heart surgery, I believe I can handle this type of hearing at this time unless something unexpected changes. Could you please set this appeal hearing for the first date available for all of the Board members. If it needs to start at 5:00 p.m. or some other time outside of regular business hours, that will be fine. I do not anticipate any unresolvable conflicts which I might have during the month of July. I will need, however, to secure the attendance of a certified court reporter to preserve the record for any additional appeals/actions which I cannot do until I receive a date or dates from the Board. Reporters are becoming more scarce so it might be best if you could furnish me more than one possible setting and let me make a choice based on reporter availability. I should be able to get back with you within a day or so thereafter as all the reporters I use reply timely.

Thank you for your assistance with this matter, and I look forward to receiving some setting dates so we can all advance this matter to its proper resolution as quickly as possible.

Sincerely,

s/ Ronald Garms

Letter No. 19-64

June 27, 2019

SENT VIA U.S. MAIL AND E-MAIL

Mr. Rick Werner
River Valley Banquet Center LLC
1722 Crestwood Drive
Cape Girardeau, MO 63701

Re: Renewal of Liquor License for River Valley Banquet Center LLC, 631 South Sprigg

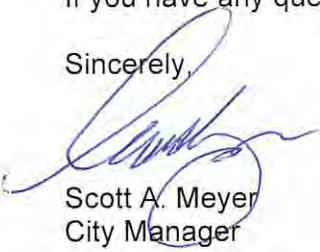
Dear Mr. Werner:

On June 18, 2019, you submitted an application to renew the retail liquor by the drink and Sunday Sales liquor license for River Valley Banquet Center LLC located at 631 South Sprigg Street, Cape Girardeau, Missouri. Based upon Sections 5-33 and 5-39 of the City Code and findings of the Cape Girardeau Police Department enclosed herein, I have denied the renewal of the liquor license for the River Valley Banquet Center.

Per Section 5-35 of the City Code of Ordinances, the applicant for the liquor license may appeal this denial by requesting a hearing before the Liquor License Review Board. The written appeal request must be received within ten (10) days after this notice of denial was received. This notice is presumed received by the applicant three (3) days after it is mailed. The appeal must be in writing and addressed to the Liquor License Review Board, Attention Gayle Conrad, P.O. Box 617, 401 Independence, Cape Girardeau, MO 63702.

If you have any questions, feel free to contact my office.

Sincerely,



Scott A. Meyer
City Manager

Enclosure

cc Trisha Holloway, Customer Service Manager
Wes Blair, Police Chief
Mark Hasheider, Interim Fire Chief
Cape Girardeau County Public Health Center
Ronald Garms, Legal Counsel





RENEWAL OF LIQUOR LICENSE APPLICATION
CITY of CAPE GIRARDEAU

CUSTOMER SERVICE OFFICE, 401 INDEPENDENCE ST., CAPE GIRARDEAU, MO 63703, 573-339-6322

Date Submitted: 6/18/19

Application For (check all that apply)		
5% Liquor by the Drink <input checked="" type="checkbox"/>	Wholesalers of Malt Liquor Not in Excess of 5% <input type="checkbox"/>	Sunday Sales <input checked="" type="checkbox"/>
Retail Liquor by the Drink <input checked="" type="checkbox"/>	Wholesalers of Intoxicating Liquor -- Under 22% <input type="checkbox"/>	Wine Tasting <input type="checkbox"/>
Original Package Liquor <input type="checkbox"/>	Wholesalers of Intoxicating Liquor -- All Kinds <input type="checkbox"/>	Consumption of Liquor <input type="checkbox"/>
Manufacturers of Beer <input type="checkbox"/>	Distillers/Manufacturers of Liquor <input type="checkbox"/>	Delivery Only <input type="checkbox"/>

Owner's Full Name (First, Middle, Last) <u>Ricky Werner</u>	Business Name <u>River Valley Banquet Center</u>
Owner's Address <u>1722 Crestwood Dr</u>	Business Address <u>631 S. Spring</u>
City, State, Zip <u>Cape Gir Mo 63701</u>	City, State, Zip <u>Cape Gir Mo 63703</u>
Business Phone <u>573-334-2939</u>	Applicant/Other Phone Email

Provide the following information pertaining to the managing officer of the corporation, each partner of a partner of a partnership, or the owner of a sole proprietorship

Full Name (and maiden name, if applicable) <u>Ricky Werner</u>	Date of Birth	Place of Birth <u>Cape</u>
Current Residence Address <u>1722 Crestwood Dr</u>	City, State, Zip <u>Cape Gir Mo 63701</u>	
Current Driver License Number	Current Driver License State <u>Mo</u>	Social Security Number
List all former driver license states <u>N/A</u>	Is the managing officer a U. S. Citizen? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	

List all former names and times when used		
Full Name	From	To
Full Name	From	To
Full Name	From	To

Has the owner, managing officer, corporation, any stockholder owning 10% or more of issued stock, or any partner, or any member of owner's managing officers, or any partner's household or immediate family had any license issued by the supervisor of liquor control of the state of Missouri or by the licensing authority of any other state or by any city, suspended or revoked within the last 12 months? YES NO If so, give details:

Is there now employed or do you expect to employ in the business hereunder any person who has been convicted of any crime? YES NO If so, give details:

Name, address and phone number of partners or officers, and ownership percentage: (Attach a separate sheet if needed)

Name	Address	Phone	Percentage Held
<u>Ricky Werner</u>	<u>1722 Crestwood Dr</u>	<u>573-335-9206</u>	<u>100</u>

FOR PARTNERS OR SOLE PROPRIETORS:

STATE OF _____)
) SS.
 COUNTY OF _____)

_____, of lawful age being first duly sworn upon oaths, depose and say that (he, she) have read this application and the instructions with reference thereto and that (he, she, they) fully understand the same; that (he, she) know the contents and the statements contained therein and that the same are true. Applicant has personal knowledge of the information contained the application and has read the provisions of Article XV of Chapter 15 of the Code of Ordinances of the City of Cape Girardeau, Missouri.

Subscribed and sworn to me before this _____ day of _____, _____

 NOTARY PUBLIC My Commission Expires: _____

FOR MANAGING OFFICER OF CORPORATION/PARTNERSHIP:

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

Ricky Werner, of lawful age, being first duly sworn upon (his, her) oath, deposes and says that (he, she) is the managing officer of the corporation seeking a license hereunder, that (he, she) has been authorized by said corporation to make this application in its behalf, that (he, she) has read this application and the instructions with reference thereto, and that (he, she) fully understand the same and that (he, she) knows the contents thereof and the answers and statements contained therein and the same are true.

[Signature]

Subscribed and sworn to before me this 31st day of May, 2019

[Signature]
 NOTARY PUBLIC

My Commission Expires: 7-18-20

SHAWN N. FERGUSON
 Notary Public - Notary Seal
 STATE OF MISSOURI
 Scott County
 My Commission Expires July 18, 2020
 Commission #12380576

6-19

OFFICE USE ONLY				
Police Dept.	Approve <input type="checkbox"/>	Disapprove <input checked="" type="checkbox"/>	Signature (see att.)	Date 6-19-19
Building Inspector	Approve <input checked="" type="checkbox"/>	Disapprove <input type="checkbox"/>	Signature (see att.)	Date 6-26-19
Zoning Inspector	Approve <input checked="" type="checkbox"/>	Disapprove <input type="checkbox"/>	Signature (see att.)	Date 6-26-19
Health Inspector	Approve <input checked="" type="checkbox"/>	Disapprove <input type="checkbox"/>	Signature (see att.)	Date 6-25-19
Fire Inspector	Approve <input checked="" type="checkbox"/>	Disapprove <input type="checkbox"/>	Signature [Signature]	Date 6/25/19
FOG Inspector	Approve <input checked="" type="checkbox"/>	Disapprove <input type="checkbox"/>	Signature (see att.)	Date 6-20-19
Taxes <input checked="" type="checkbox"/>		Utilities <input checked="" type="checkbox"/>	Special Assessment <input type="checkbox"/>	No Tax Due <input checked="" type="checkbox"/>
License #	2799		Setup Issue	
Bill #	15243		Amount Due	750 ⁰⁰

Denied [Signature] 6/26/19

FOR PARTNERS OR SOLE PROPRIETORS:

STATE OF _____)
 COUNTY OF _____) SS.

_____ of lawful age being first duly sworn upon oaths, depose and say that (he, she) have read this application and the instructions with reference thereto and that (he, she, they) fully understand the same; that (he, she) know the contents and the statements contained therein and that the same are true. Applicant has personal knowledge of the information contained the application and has read the provisions of Article XV of Chapter 15 of the Code of Ordinances of the City of Cape Girardeau, Missouri.

Subscribed and sworn to me before this _____ day of _____

NOTARY PUBLIC

My Commission Expires: _____

FOR MANAGING OFFICER OF CORPORATION/PARTNERSHIP:

STATE OF Missouri)
 COUNTY OF Cape Girardeau) SS.

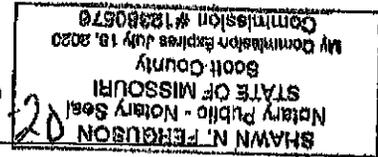
Ricky Warner of lawful age, being first duly sworn upon (his, her) oath, deposes and says that (he, she) is the managing officer of the corporation seeking a license hereunder, that (he, she) has been authorized by said corporation to make this application in its behalf, that (he, she) has read this application and the instructions with reference thereto, and that (he, she) fully understand the same and that (he, she) knows the contents thereof and the answers and statements contained therein and the same are true.

[Handwritten Signature]

Subscribed and sworn to before me this 31st day of May, 2019

NOTARY PUBLIC

My Commission Expires: 7-18-20



I will not approve until liquid biz. Paid near on 6/24/19X #111

OFFICE USE ONLY				
Police Dept.	Approve <input type="checkbox"/>	Disapprove <input checked="" type="checkbox"/>	Signature <i>[Signature]</i>	Date <u>6-19-19</u>
Building Inspector	Approve <input type="checkbox"/>	Disapprove <input type="checkbox"/>	Signature	Date
Zoning Inspector	Approve <input type="checkbox"/>	Disapprove <input type="checkbox"/>	Signature	Date
Health Inspector	Approve <input type="checkbox"/>	Disapprove <input type="checkbox"/>	Signature	Date
Fire Inspector	Approve <input type="checkbox"/>	Disapprove <input type="checkbox"/>	Signature	Date
FOG Inspector	Approve <input type="checkbox"/>	Disapprove <input type="checkbox"/>	Signature	Date
Taxes <input checked="" type="checkbox"/>		Utilities <input checked="" type="checkbox"/>	Special Assessment <input type="checkbox"/>	No Tax Due <input checked="" type="checkbox"/>
License #	<u>2799</u>		Setup Issue	
Bill #	<u>15243</u>		Amount Due	<u>750⁰⁰</u>

**The heavy was rescheduled for 7-3-19 @ 12:00 hrs, will not approve till after this date*

The following are reasons for the Cape Girardeau Police Department disapproving River Valley Banquet Center's liquor license application:

Between July 2018 and April 2019 the Cape Girardeau Police Department responded to incidents for fights/disturbances, large crowds in the parking lot, and shots fired/weapon violations. Several other loud noise and parking complaints were received from subjects who reside near this location but did not want to be contacted or file a report.

Five specific reports are:

-07-21-18: Officer dispatched to 631 S. Sprigg for a disturbance/fight. As the officer arrived he observed a large crowd in the back of this location. As he approached he could smell an odor he associated as burnt marijuana. As he got closer to the crowd he observed a fist fight in the center of this crowd. As the crowd became hostile, with only having three officers on the scene, OC spray was deployed to stop the fight and disperse the crowd. After further investigation, a subject was issued a summons for assault. CGPD CN # 18004310.

- 03-31-19: CGPD had received information that a music artist by the name of "FBG DUCK" was to perform at 631 S. Sprigg. This performer has gang affiliations from Chicago, IL and by watching his videos on YouTube, altercations often occur during and after his shows. His video also promotes gun violence. At 0138 hrs a CGPD officer heard one gunshot coming from 631 S. Sprigg St. As the officer approached the business he observed several subjects running from 631 S. Sprigg. Contact was made with owner/manager Jimmy Seabaugh. He stated he was not present at the time of the incident. Seabaugh was asked who he had rented the banquet center to, he replied he did not know because names are not exchanged and contacts are not completed. No one for the banquet center called to report this incident. CGPD CN #: 19001898

-4-27-19: CGPD officer was on foot patrol in the 800 block of Maple St speaking with a subject when he heard multiple gunshots coming from 631 S. Sprigg St. As he ran towards 631 S. Sprigg St gunshots continued to sound and people were fleeing the area on foot. At the conclusion of the incident, 8 vehicles received damage by bullets and 42 shell casings were located in three different locations, including 12 .40 caliber and 2 9mm shell casings were located on the back patio of the Banquet Center. CGPD CN # 19002571



- 4-30-19: I Lt. Bradley Smith #148 began a follow-up investigation involving the River Valley Banquet Center, located at 631 S. Sprigg St, was operating without a valid business license in the City of Cape Girardeau on 04-27-2019 and on 03-30-2019. I contacted Customer Service at City Hall and inquired on the status of their business license. According to their records, the business license for River City Banquet Center had expired on 12-31-2018 and as of 4-30-2019 Mr. Rick Werner had not renewed his business license. At 4-30-19 at 1020 hrs myself and Cpl. R. Couch DSN #243 made contact with Mr. Werner at his residence. I explained to Mr. Werner he has been operating his business at 631 S. Sprigg without a valid Business license. Mr. Werner stated he thought he had to renew it the same time he renewed his liquor license, which is in June. He further stated he had just renewed it. Mr. Werner was then issued two Municipal Court Summons for operating the River Valley Banquet Center without a business on 04-27-2019 and on 3-30-2019.
CGPD CN # 19002608, 19002609.

Mr. Werner has shown in the past he cannot be a responsible bar owner/ manager/ partner. His liquor license has been under review in the past for the Independence Place bar that he owns at 5 S. Henderson and at River Valley Banquet Center 631 S. Sprigg for liquor license violations. Whereas other businesses in the city of Cape Girardeau have had similar reports and incidents, fights, weapon violations. These places are open to the public and anyone can show up. Mr. Werner's business is a banquet Center where it is booked ahead of time and he, or his manager, can do some research, Google, Facebook, YouTube, to make sure that the people he is renting to are not affiliated with gun violence or the performers have had a history of fights or promote violence. His lack of responsibility as an owner/manager/partner is a public safety concern and Mr. Werner should not be able to obtain a liquor license.

Lt. Bradley Smith #148



FOR PARTNERS OR SOLE PROPRIETORS:

STATE OF _____)
) SS.
 COUNTY OF _____)

_____, of lawful age being first duly sworn upon oaths, depose and say that (he, she) have read this application and the instructions with reference thereto and that (he, she, they) fully understand the same; that (he, she) know the contents and the statements contained therein and that the same are true. Applicant has personal knowledge of the information contained the application and has read the provisions of Article XV of Chapter 15 of the Code of Ordinances of the City of Cape Girardeau, Missouri.

Subscribed and sworn to me before this _____ day of _____, _____

My Commission Expires: _____

NOTARY PUBLIC

FOR MANAGING OFFICER OF CORPORATION/PARTNERSHIP:

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

Ricky Werner, of lawful age, being first duly sworn upon (his, her) oath, deposes and says that (he, she) is the managing officer of the corporation seeking a license hereunder, that (he, she) has been authorized by said corporation to make this application in its behalf, that (he, she) has read this application and the instructions with reference thereto, and that (he, she) fully understand the same and that (he, she) knows the contents thereof and the answers and statements contained therein and the same are true.

[Signature]

 Subscribed and sworn to before me this 31st day of May, 2019
[Signature]
 NOTARY PUBLIC

My Commission Expires: 7-18-20

SHAWN N. FERGUSON
 Notary Public - Notary Seal
 STATE OF MISSOURI
 Scott County
 My Commission Expires July 18, 2020
 My Commission #12380676

OFFICE USE ONLY				
Police Dept.	Approve <input type="checkbox"/>	Disapprove <input type="checkbox"/>	Signature	Date
Building Inspector	Approve <input checked="" type="checkbox"/>	Disapprove <input type="checkbox"/>	Signature <u>[Signature]</u>	Date <u>6/26/2019</u>
Zoning Inspector <u>(CD)</u>	Approve <input checked="" type="checkbox"/>	Disapprove <input type="checkbox"/>	Signature <u>[Signature]</u>	Date <u>6/26/19</u>
Health Inspector	Approve <input type="checkbox"/>	Disapprove <input type="checkbox"/>	Signature	Date
Fire Inspector	Approve <input type="checkbox"/>	Disapprove <input type="checkbox"/>	Signature	Date
FOG Inspector	Approve <input type="checkbox"/>	Disapprove <input type="checkbox"/>	Signature	Date
Taxes <input checked="" type="checkbox"/>		Utilities <input checked="" type="checkbox"/>	Special Assessment <input checked="" type="checkbox"/>	No Tax Due <input checked="" type="checkbox"/>
License #	<u>2799</u>		Setup Issue	
Bill #	<u>15243</u>		Amount Due	<u>750⁰⁰</u>

FOR PARTNERS OR SOLE PROPRIETORS:

STATE OF _____)
 COUNTY OF _____) SS.

_____, of lawful age being first duly sworn upon oaths, depose and say that (he, she) have read this application and the instructions with reference thereto and that (he, she, they) fully understand the same; that (he, she) know the contents and the statements contained therein and that the same are true. Applicant has personal knowledge of the information contained the application and has read the provisions of Article XV of Chapter 15 of the Code of Ordinances of the City of Cape Girardeau, Missouri.

Subscribed and sworn to me before this _____ day of _____

My Commission Expires: _____

NOTARY PUBLIC

FOR MANAGING OFFICER OF CORPORATION/PARTNERSHIP:

STATE OF Missouri)
 COUNTY OF Cape Girardeau) SS.

Ricky Werner, of lawful age, being first duly sworn upon (his, her) oath, deposes and says that (he, she) is the managing officer of the corporation seeking a license hereunder, that (he, she) has been authorized by said corporation to make this application in its behalf, that (he, she) has read this application and the instructions with reference thereto, and that (he, she) fully understand the same and that (he, she) knows the contents thereof and the answers and statements contained therein and the same are true.

[Handwritten Signature]

Subscribed and sworn to before me this 31st day of May, 2019

My Commission Expires: 7-18-20

NOTARY PUBLIC

SHAWN N. FERKUSON
 Notary Public - Notary Seal
 STATE OF MISSOURI
 SOOTH COUNTY
 My Commission Expires July 18, 2020
 My Commission #12080576

OFFICE USE ONLY				
Police Dept.	Approve <input type="checkbox"/>	Disapprove <input type="checkbox"/>	Signature	Date
Building Inspector	Approve <input type="checkbox"/>	Disapprove <input type="checkbox"/>	Signature	Date
Zoning Inspector	Approve <input type="checkbox"/>	Disapprove <input type="checkbox"/>	Signature	Date
Health Inspector	Approve <input checked="" type="checkbox"/>	Disapprove <input type="checkbox"/>	Signature <i>Samantha Powers</i>	Date <i>6/28/19</i>
Fire Inspector	Approve <input type="checkbox"/>	Disapprove <input type="checkbox"/>	Signature	Date
FOG Inspector	Approve <input type="checkbox"/>	Disapprove <input type="checkbox"/>	Signature	Date
Taxes <input checked="" type="checkbox"/>		Utilities <input checked="" type="checkbox"/>	Special Assessment <input type="checkbox"/>	No Tax Due <input checked="" type="checkbox"/>
License #	<i>2799</i>		Setup Issue	
Bill #	<i>15243</i>		Amount Due	<i>750⁰⁰</i>

River Valley BANQUET CENTER

FOR PARTNERS OR SOLE PROPRIETORS:

STATE OF _____)
 COUNTY OF _____) SS.

_____ of lawful age being first duly sworn upon oaths, depose and say that (he, she) have read this application and the instructions with reference thereto and that (he, she, they) fully understand the same; that (he, she) know the contents and the statements contained therein and that the same are true. Applicant has personal knowledge of the information contained the application and has read the provisions of Article XV of Chapter 15 of the Code of Ordinances of the City of Cape Girardeau, Missouri.

Subscribed and sworn to me before this _____ day of _____,

NOTARY PUBLIC

My Commission Expires: _____

FOR MANAGING OFFICER OF CORPORATION/PARTNERSHIP:

STATE OF Missouri)
 COUNTY OF Cape Girardeau) SS.

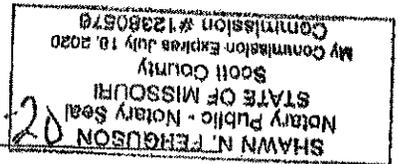
Ricky Werner of lawful age, being first duly sworn upon (his, her) oath, deposes and says that (he, she) is the managing officer of the corporation seeking a license hereunder, that (he, she) has been authorized by said corporation to make this application in its behalf, that (he, she) has read this application and the instructions with reference thereto, and that (he, she) fully understand the same and that (he, she) knows the contents thereof and the answers and statements contained therein and the same are true.

[Signature]

Subscribed and sworn to before me this 31st day of May, 2019

[Signature]
 NOTARY PUBLIC

My Commission Expires: 7-18-20



OFFICE USE ONLY				
Police Dept.	Approve <input type="checkbox"/>	Disapprove <input type="checkbox"/>	Signature	Date
Building Inspector	Approve <input type="checkbox"/>	Disapprove <input type="checkbox"/>	Signature	Date
Zoning Inspector	Approve <input type="checkbox"/>	Disapprove <input type="checkbox"/>	Signature	Date
Health Inspector	Approve <input type="checkbox"/>	Disapprove <input type="checkbox"/>	Signature	Date
Fire Inspector	Approve <input type="checkbox"/>	Disapprove <input type="checkbox"/>	Signature	Date
FOG Inspector	Approve <input checked="" type="checkbox"/>	Disapprove <input type="checkbox"/>	Signature <i>[Signature]</i>	Date <u>6-20-19</u>
Taxes <input checked="" type="checkbox"/> Utilities <input checked="" type="checkbox"/> Special Assessment <input type="checkbox"/> No Tax Due <input checked="" type="checkbox"/>				
License #	<u>2799</u>		Setup Issue	
Bill #	<u>15243</u>		Amount Due	<u>750⁰⁰</u>

LIQUOR LICENSE REVOCATION NOTICE

The City of Cape Girardeau liquor license held by Ricky Lynn Werner, d/b/a River Valley Banquet Center, LLC, located at 631 South Sprigg, License No. 2799, for Retail Liquor by the Drink and Sunday sales is hereby **REVOKED**.

GROUNDNS FOR ACTION:

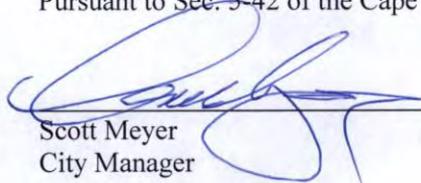
1. Licensee did permit or fail to prevent or suppress a violent quarrel, brawl, or fight on the premises.
2. Licensee failed to operate the business in such a manner that it does not constitute a nuisance.
3. Licensee failed to take appropriate and necessary steps to supervise the outdoor areas of premises.
4. Licensee failed to comply with city code by operating the business without a valid business license.

REVOCATION EFFECTIVE DATE:

May 10, 2019

The licensee may appeal this revocation by requesting a hearing before the liquor license review board. The written appeal request must be received within ten (10) days after this notice of revocation was received. The revocation notice is presumed received by the licensee three (3) days after it is mailed. The appeal must be in writing and addressed to: Gayle Conrad, Liquor License Review Board, City of Cape Girardeau, P.O. Box 617, 401 Independence, Cape Girardeau, MO 63702.

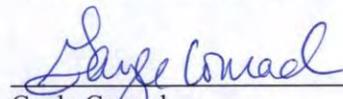
Pursuant to Sec. 5-42 of the Cape Girardeau Code the REVOCATION is hereby Ordered.



Scott Meyer
City Manager

4-30-19
Date

I certify that on this 30th day of April, 2019, I mailed a copy of this NOTICE to Ricky Lynn Werner, d/b/a River Valley Banquet Center, LLC, by first class mail, postage paid, to the address provided the City by the licensee on the liquor license application: 1722 Crestwood Dr., Cape Girardeau, MO 63701 and 631 South Sprigg, Cape Girardeau, MO 63703.



Gayle Conrad
City Clerk

Staff: Bruce Taylor, Deputy City Clerk
Agenda: 8/19/2019

AGENDA REPORT
Cape Girardeau City Council

19-195

SUBJECT

Appointment of a Council Member to represent Ward 3 until seat is filled by election.

EXECUTIVE SUMMARY

Victor Gunn resigned from City Council effective July 15, 2019, because he moved outside Ward 3. He was serving a term as Council member Ward 3, set to expire April 2020. Section 3.07(c) of the City Charter states that the City Council must name a temporary replacement to fill the Ward 5 Council seat within sixty (60) days of the occurrence of the vacancy.

BACKGROUND/DISCUSSION

Section 3.07(c) of the City Charters also states that a vacancy in the council shall be filled by the council for a period running until a special election can be held to fill the vacancy for the balance of the unexpired term, or until the normal expiration date for that term, whichever occurs first. Any council member appointed must have been a resident of that member's ward for a period of time not less than ninety (90) days immediately prior to the occurrence of the vacancy. On July 1, 2019, at its regularly scheduled meeting, the City Council discussed a process by which interested citizens of Ward 3 could show interest in being appointed. It was decided that interested persons should submit an application to the City Clerk's Office no later than 5:00 p.m., Wednesday, July 31, 2019. Applications were received from ten individuals. Later, one withdrew her application. At the August 5, 2019, study session the nine remaining applicants appeared at study session to introduce themselves and for City Council to ask them questions. In the regular session on the August 5, 2019, City Council Meeting, Council approved a motion to name Tom Roy, Christina Mershon, and Nathaniel Thomas as finalists to be considered for appointment at the August 19, 2019 Council Meeting.

STAFF RECOMMENDATION

It is recommended that the City Council fill Ward 3 City Council Member vacancy by September 13, 2019.

ATTACHMENTS:

Name:	Description:
No Attachments Available	

Staff:
Agenda: 8/19/2019

MEMORANDUM
Cape Girardeau City Council

19-018

SUBJECT

Appointment to the Convention & Visitors Bureau Executive Board

EXECUTIVE SUMMARY

The Agreement with the Cape Girardeau Area Chamber of Commerce for operation of the Convention and Visitors Bureau includes the creation of the Convention and Visitors Bureau Executive Board. The City Council appointed term held by the Joel Neikirk, is vacant. Due to no longer being a resident of Cape Girardeau, Mr. Neikirk resigned from his position on the Convention and Visitors Bureau Board August 15, 2019.

BACKGROUND/DISCUSSION

City Council authorized the execution of an Agreement between the Cape Girardeau Area Chamber of Commerce, Inc., and the City of Cape Girardeau, Missouri, for operation of the Convention and Visitors Bureau. The Agreement established a six-member Convention and Visitors Bureau Executive Board. Three members are appointed by the Chamber Board, one of which is the Chamber President. Three members are appointed by the City Council, one of which is the City Manager.

The Executive Board shall hold open meetings at least quarterly in each calendar year. The Director of the CVB will serve as liaison to the Board and will prepare, post and distribute the agenda for all meetings as required by the Missouri Open Meetings and Records Law. The posting shall include the date, time and location of the meeting, as well as a tentative agenda. Minutes of all meetings shall be prepared and submitted to the City Clerk.

The Board shall have the following duties:

1. Provide oversight on the operations of the CVB, including methods of promoting tourism, conventions, meetings and other activities and events.
2. Provide input for development of a long-term strategic plan for operations of the CVB, to be prepared by the CVB Director.
3. Provide input for the Annual Marketing and Business Plan, including short and long term goals, plans, policies, and proposed projects for the CVB, to be prepared by the CVB Director.
4. Provide input for the annual operating budget of the CVB and ensure that the annual operating budget clearly reflects the full cost of CVB operations.
5. Submit oversight and input recommendations to the Chamber Board of Directors for final approval.

GENERAL DIRECTION

Unless directed otherwise, one appointment to the Convention and Visitors Bureau Executive Board for a term expiring December 31, 2019 will appear on a future agenda for consideration.

ATTACHMENTS:

Name:	Description:
Convention and Visitors Bureau Executive Board roster.pdf	CVB Executive Board Roster

Staff: Bruce Taylor, Deputy City Clerk
Agenda: 8/19/2019

MEMORANDUM
Cape Girardeau City Council

19-019

SUBJECT

Appointment of one member to the Golf Course Advisory Board for a term expiring January 18, 2020.

EXECUTIVE SUMMARY

One position on the Golf Course Advisory Board is set to expire January 18, 2020. This position was held by Callie Welker, who resigned August 13, 2019, due to other obligations that conflict with board meeting schedule.

BACKGROUND/DISCUSSION

According to Section 18-53(a) of the City Code, *“A person appointed to the municipal golf course board shall be a taxpayer and qualified voter of the City. One (1) member of the municipal golf course advisory board shall be a member of Cape Jaycees and designated by that organization as its representative on the golf course advisory board.”* Mr. Joshua Schulz serves as the Jaycee representative. A copy of the board roster and attendance roster are attached for your reference.

The following individuals have expressed an interest in serving on the board, and their advisory board applications are attached.

Applicant	Ward	Citizen Academy Graduate
Richard Fehr	4	N
Mark Buerck	6	N
Jeff Green	3	N
Claire Kneer	4	N
Mark Matthews	6	N

GENERAL DIRECTION

Unless directed otherwise, an appointment to the Golf Course Advisory Board will be placed on a future agenda for consideration.

ATTACHMENTS:

Name:	Description:
Golf Board roster.doc	Golf Board Roster
roster_attendance_golf.pdf	Golf Board Attendance Roster
Allerding.Brian.08-02-18.pdf	Allerding, Brian
Gannon.Cindy.07-03-18.pdf	Gannon, Cindy
Green.Jeff.03-13-18.pdf	Green, Jeff
Kneer_Claire.11-05-18.pdf	Kneer, Claire

