



CITY OF CAPE GIRARDEAU, MISSOURI

City Council Agenda

Stacy Kinder, Mayor
Dan Presson, Ward 1
Tameka Randle, Ward 2
Nate Thomas, Ward 3
David J. Cantrell, Ward 4
Rhett Pierce, Ward 5
Mark Bliss, Ward 6

City Council Chambers
City Hall
44 N. Lorimier St

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

September 16, 2024
5:00 PM

- **City residents desiring to speak about items NOT on the agenda must register no later than 8:00 am, on Monday, September 16, 2024, by using the form found at cityofcape.org/council, by emailing cityclerk@cityofcape.org, or by calling 573-339-6320.**

Invocation

Pledge of Allegiance

Reverend Linda Gastreich of Grace United Methodist Church in Cape Girardeau

Study Session

Presentations

- Recognition of Rodney Barker for retirement from the Police Department
- National Co-Responder Week Proclamation

Communications/Reports

Items for Discussion

- Appearances by Advisory Board Applicants
- Planning and Zoning Commission Report
- Consent Agenda Review

Regular Session

Call to Order/Roll Call

Adoption of the Agenda

Public Hearings

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 September 3, 2024, City Council Regular Session Minutes.
2. BILL NO. 24-87, an Ordinance accepting a General Warranty Deed from Diebold Family Rev. Trust/Schmidt Voluntary Trust, a Missouri Trust, for property located at 1930 Independence Street, in the City of Cape Girardeau, Missouri. Second and Third Readings.
3. BILL NO. 24-88, a Resolution Authorizing the City Manager to Execute a Grant Agreement with the United States of America acting through the Federal Aviation Administration for airport infrastructure. Reading and Passage.
4. BILL NO. 24-89, a Resolution authorizing the City Manager to execute Aviation Project Consultant Supplemental Agreement No. 1 with Crawford, Murphy, and Tilly, Inc., for construction services at the Cape Girardeau Regional Airport. Reading and Passage.
5. BILL NO. 24-90, a Resolution authorizing the City Manager to execute an Agreement with Emery Sapp & Sons, Inc., for reconstruction of Taxiway D at the Cape Girardeau Regional Airport. Reading and Passage.

Items Removed from Consent Agenda

6. BILL NO. 24-91, a Resolution authorizing the City Manager to execute an agreement with BOLD Marketing, LLC, for Convention and Visitors Bureau marketing services. Reading and Passage.
CVB - Doug Gannon

New Ordinances

Mayor will ask for appearances after each Ordinance is read.

Individuals who wish to make comments regarding the item must be recognized by the Mayor/Mayor Pro Tempore. Each speaker is allowed 3 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.

7. BILL NO. 24-93, an Ordinance appropriating funds for operating expenditures, capital expenditures, and transfers for the fiscal year ending June 30, 2024, in the City of Cape Girardeau, Missouri. First Reading. FIN - Lisa Mills

Appointments

Other Business

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 Tempore. Each speaker is allowed 3 minutes. Please face and speak directly to the City Council as a whole. The Mayor and Council Members will not engage or answer questions during the speaker's time at the podium. The timer will sound at the end of the speaker's time.

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.

Future Appointments and Memos

- Silver Springs Community Improvement District Annual Report Fiscal Year ending June 30, 2024.

Advisory Board Minutes

- **Advisory Board Minutes**
 - Airport Advisory Board - 08/13/24
 - Convention & Visitors Bureau Advisory Board - 08/09/24
 - Gun Violence Task Force - 08/15/24 and 08/22/24
 - Parks & Recreation Advisory Board - 08/12/24
 - Planning and Zoning Commission - 08/14/24
 - TTF 7 Committee - 08/14/24

City of Cape Girardeau



Proclamation

Whereas, the city of Cape Girardeau has continued to address the rising demand for mental health and substance use services. Mental health and substance use challenges can lead to homelessness, incarceration and emergency room visits, which are more costly for communities than early interventions and connections to behavioral health services; and

Whereas, the city of Cape Girardeau has recognized the need for additional resources for individuals experiencing mental health crises and in 2023, established the Co-Responder Unit (CRU), which currently staffs a Clinical Psychologist, Social Worker and Police Officer; and

Whereas, The Co-Responder Unit enables mental health clinicians and law enforcement agencies to respond collaboratively to individuals in crisis, provide intervention at the right time to avoid arrests, reduce emergency room visits and repeat 911 calls by connecting individuals to appropriate resources and conduct outreach and followup within 48 hours with any additional support or services needed; and

Whereas, our Co-Responder Unit are staunch advocates for community and have shown exceptional commitment, dedication, leadership and passion to help those in need, reinforcing how vital their work is the community; and

Now, Therefore, Be It Resolved that I, Stacy Kinder, Mayor of the City of Cape Girardeau, Missouri, do hereby proclaim September 15-21, 2024, as

National Co-Responder Week

In Witness Whereof I have hereunto set my hand and caused to be affixed the Seal of the City of Cape Girardeau, Missouri, this 16th day of *September*, 2024.

Stacy Kinder, Mayor

Staff: Bruce Taylor, Deputy City Clerk
Agenda: 9/16/2024

AGENDA REPORT
Cape Girardeau City Council

SUBJECT

Approval of the September 3, 2024, City Council Regular Session Minutes.

ATTACHMENTS:	
Name:	Description:
DRAFT_Council.RegularSession_Minutes.09-03-2024.pdf	Regular Session Minutes 09-03-2024

Proceedings of the City Council, City of Cape Girardeau, Mo.
Regular Session September 3, 2024 **MM-79**

STUDY SESSION – September 3, 2024

NO ACTION TAKEN DURING THE STUDY SESSION

The Cape Girardeau City Council held a study session at the Cape Girardeau City Hall on Tuesday, September 3, 2024, starting at 5:00 p.m. with Mayor Stacy Kinder presiding and Council Members David J. Cantrell, Rhett Pierce, Dan Presson, Tameka Randle, and Nate Thomas present. Mark Bliss was absent.

REGULAR SESSION –September 3, 2024

CALL TO ORDER

The Cape Girardeau City Council convened in regular session at the Cape Girardeau City Hall on Tuesday, September 3, 2024, starting at 5:06 p.m. with Mayor Stacy Kinder presiding and Council Members David J. Cantrell, Rhett Pierce, Dan Presson, Tameka Randle, and Nate Thomas present. Mark Bliss was absent.

ADOPTION OF THE AGENDA

A Motion was made by Dan Presson, Seconded by Nate Thomas, to approve and adopt the agenda. Motion passed. 6-0. Ayes: Cantrell, Kinder, Pierce, Presson, Randle, Thomas. Absent: Bliss.

PUBLIC HEARINGS

A public hearing to consider the proposed voluntary annexation and zoning of property located at 560 Silverado Trail.

Mayor Stacy Kinder opened the public hearing.
There being no appearances, the public hearing was closed.

CONSENT AGENDA

Approval of the August 19, 2024, City Council Regular Session Minutes.

BILL NO. 24-86, an Ordinance amending and readopting Sections 2-90 to 2-97 of the City Code of Cape Girardeau, Missouri, relating to Conflicts of Interest. Second and Third Readings.

Acceptance of the improvements to a sanitary sewer main between South West End Boulevard and Cape LaCroix Creek.

A Motion was made by Dan Presson, Seconded by David J. Cantrell, to approve and adopt. Motion passed. 6-0. Ayes: Cantrell, Kinder, Pierce, Presson, Randle, Thomas. Absent: Bliss.

Proceedings of the City Council, City of Cape Girardeau, Mo.
Regular Session September 3, 2024 **MM-80**

BILL NO. 24-86 will be Ordinance NO. 5774.

ITEMS REMOVED FROM CONSENT AGENDA

BILL NO. 23-139, an Ordinance approving a Redevelopment Project for Redevelopment Project Area 1 of the RCC Tax Increment Redevelopment Area; adopting tax increment financing with respect thereto; and authorizing certain actions by City officials. Second and Third Readings.

A Motion was made by Dan Presson, Seconded by Nate Thomas, to approve and adopt. Motion passed. 5-1. Ayes: Cantrell, Kinder, Pierce, Presson, Thomas. Nay: Randle. Absent: Bliss.

BILL NO. 23-139 will be Ordinance NO. 5775.

BILL NO. 24-85, an Ordinance approving the issuance of tax increment and special district revenue bonds in connection with the RCC Tax Increment Financing Redevelopment Plan; pledging and assigning certain revenues for the purpose of paying the principal of and interest on the bonds; and authorizing certain other actions and documents in connection therewith. Second and Third Readings.

A Motion was made by Dan Presson, Seconded by Nate Thomas, to approve and adopt. After discussion, Motion passed. 5-1. Ayes: Cantrell, Kinder, Pierce, Presson, Thomas. Nay: Randle. Absent: Bliss.

BILL NO. 24-85 will be Ordinance NO. 5776.

NEW ORDINANCES

BILL NO. 24-87, an Ordinance accepting a General Warranty Deed from Diebold Family Rev. Trust/Schmidt Voluntary Trust, a Missouri Trust, for property located at 1930 Independence Street, in the City of Cape Girardeau, Missouri. First Reading. Mayor Kinder called for public appearances regarding this Bill. No one appeared.

A Motion was made by Nate Thomas, Seconded by Dan Presson, to approve and adopt. Motion passed. 6-0. Ayes: Cantrell, Kinder, Pierce, Presson, Randle, Thomas. Absent: Bliss.

APPOINTMENTS

Appointment to the Golf Course Advisory Board

A Motion was made by David J. Cantrell, Seconded by Rhett Pierce, to appoint Kristen Jones to the Golf Course Advisory Board for a term expiring November 12, 2025. Motion passed. 6-0. Ayes: Cantrell, Kinder, Pierce, Presson, Randle, Thomas. Absent: Bliss.

Appointment to the RCC Transportation Development District Board of Directors

A Motion was made by Rhett Pierce, Seconded by Dan Presson, to appoint David Cantrell to the RCC Transportation Development District Board of Directors. Motion passed. 5-1. Ayes: Cantrell, Kinder, Pierce, Presson, Thomas. Nay: Randle. Absent: Bliss.

Proceedings of the City Council, City of Cape Girardeau, Mo.
Regular Session September 3, 2024 **MM-81**

MEETING ADJOURNMENT

A Motion was made to adjourn by Dan Presson, Seconded by David J. Cantrell.
Motion passed. 6-0. Ayes: Cantrell, Kinder, Pierce, Presson, Randle, Thomas. Absent: Bliss.
The regular session ended at 5:26 pm.

Stacy Kinder, Mayor

Bruce Taylor, Deputy City Clerk



Proceedings of the City Council, City of Cape Girardeau, Mo.
Regular Session September 3, 2024 **MM-82**

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Staff: Jake Garrard, P.E., City Engineer
Agenda: 9/16/2024

AGENDA REPORT
Cape Girardeau City Council

24-142

SUBJECT

An Ordinance accepting a General Warranty Deed from Diebold Family Rev. Trust/Schmidt Voluntary Trust, a Missouri Trust, for property located at 1930 Independence Street, in the City of Cape Girardeau, Missouri.

EXECUTIVE SUMMARY

An Ordinance accepting a General Warranty Deed from Diebold Family Rev. Trust/Schmidt Voluntary Trust, a Missouri Trust, for property located at 1930 Independence Street, in the City of Cape Girardeau, Missouri.

BACKGROUND/DISCUSSION

Engineering had ongoing conversations with the organizations that held property along Independence Street. The city street is currently constructed on their private property and the city needs to acquire the property so the city street is not on private property.

City Engineer's request for acquisition of the corner parcel for right of way at 1930 Independence Street was still labeled a priority. Negotiations were upheld and followed through to purchase the parcel at the previously agreed upon appraised price.

FINANCIAL IMPACT

The City will be paying \$2,400 to Lawrence Diebold and Melvin Schmidt, co-owners of the property addressed 1930 Independence Street in Cape Girardeau, MO.

STAFF RECOMMENDATION

Staff recommends approval of the Ordinance accepting the General Warranty Deed from Diebold Family Rev. Trust/Schmidt Voluntary Trust, a Missouri Trust, for property located at 1930 Independence Street, in the City of Cape Girardeau, Missouri.

ATTACHMENTS:

Name:	Description:
GWD_Diebold_Family_Trust_1930_Independence_St.doc	Ordinance
EXECUTED_GWD_Diebold-Schmidt.pdf	GWD 1930 Independence
PARCEL_16_-_Exhibit.pdf	Exhibit

BILL NO. 24-87

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A GENERAL WARRANTY DEED FROM DIEBOLD FAMILY REV. TRUST/SCHMIDT VOLUNTARY TRUST, FOR PROPERTY LOCATED AT 1930 INDEPENDENCE 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 City of Cape Girardeau, Missouri, hereby accepts, and agrees to accept, a General Warranty Deed for property located at 1930 Independence Street from Diebold Family Rev. Trust/Schmidt Voluntary Trust, a Missouri Trust, described as follows:

TRACT FOR RIGHT-OF-WAY

ALL OF THAT PART OF LOT 18 OF ROBERT STURDIVANT'S SUBDIVISION OF OUTLOTS 58-59 & 81 AND PART OF 60 OF UNITED STATES PRIVATE SURVEY 2199, TOWNSHIP 30 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commence at a found cut cross mark on the South line of Independence Street on the most North-Westerly corner of Lot 1 of Galleria Plaza Subdivision, said subdivision being recorded in the land records of Cape Girardeau County, Missouri, in Document 2014-05149; thence with said South line of Independence Street, South 85°48'06" East, 53.39 feet; thence South 83°39'18" East, 303.77 feet; thence leaving said South line of Independence Street, North 06°20'42" East, 52.88 feet to the intersection point of the North line of Independence St and the East line of Clark St, the Point of Beginning; thence with said East line of Clark St, North 07°07'31" East, 20.00 feet; thence leaving said East line of Clark St, South 49°27'27" East, 35.94 feet to a point on said North line of Independence St; thence with said North line of Independence St, North 83°16'06" West, 30.00 feet to the Point of Beginning and containing 300 sq. ft., more or less, as shown in the accompanying exhibit.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2024.

Stacy Kinder, Mayor

ATTEST:

Bruce Taylor, Deputy City Clerk



GENERAL WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS: That **Diebold Family Rev. Trust/Schmidt Voluntary Trust, a Missouri Trust**, of the County of Cape Girardeau in the State of Missouri, **GRANTOR**, for and in consideration of the sum of Two Thousand Four Hundred Dollars (\$2,400.00) and other good and valuable consideration, to it paid by the **CITY OF CAPE GIRARDEAU, MISSOURI, a Municipal Corporation of the State of Missouri**, of the County of Cape Girardeau in the State of Missouri, **GRANTEE**, (mailing address of the Grantee is: 44 North Lorimier Street, Cape Girardeau, Missouri 67301) the receipt whereof is hereby acknowledged, does hereby GRANT, BARGAIN, SELL AND CONVEY unto the Grantee, its successors and assigns, the following-described lots, tracts or parcels of land, lying and being situate in the City and County of Cape Girardeau and State of Missouri, to-wit:

PARCEL 16 RIGHT-OF-WAY

ALL OF THAT PART OF LOT 18 OF ROBERT STURDIVANT'S SUBDIVISION OF OUTLOTS 58-59 & 81 AND PART OF 60 OF UNITED STATES PRIVATE SURVEY 2199, TOWNSHIP 30 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND CUT CROSS MARK ON THE SOUTH LINE OF INDEPENDENCE STREET ON THE MOST NORTH-WESTERLY CORNER OF LOT 1 OF GALLERIA PLAZA SUBDIVISION, SAID SUBDIVISION BEING RECORDED IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI, IN DOCUMENT 2014-05149; THENCE WITH SAID SOUTH LINE OF INDEPENDENCE STREET, SOUTH 85°48'06" EAST, 53.39 FEET; THENCE SOUTH 83°39'18" EAST, 303.77 FEET; THENCE LEAVING SAID SOUTH LINE OF INDEPENDENCE STREET, NORTH 06°20'42" EAST, 52.88 FEET TO THE INTERSECTION POINT OF THE NORTH LINE OF INDEPENDENCE ST AND THE EAST LINE OF CLARK ST, THE POINT OF BEGINNING; THENCE WITH SAID EAST LINE OF CLARK ST, NORTH 07°07'31" EAST, 20.00 FEET; THENCE LEAVING SAID EAST LINE OF CLARK ST, SOUTH 49°27'27" EAST, 35.94 FEET TO A POINT ON SAID NORTH LINE OF INDEPENDENCE ST; THENCE WITH SAID NORTH LINE OF INDEPENDENCE ST, NORTH 83°16'06" WEST, 30.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 300 SQ. FT., MORE OR LESS, AS SHOWN IN THE ACCOMPANYING EXHIBIT.

TO HAVE AND TO HOLD the same, together with all rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining unto the Grantee, and unto its successors and assigns, FOREVER, the Grantor hereby covenanting that it is lawfully seized of an indefeasible Estate in Fee in the premises herein conveyed; that it has good right to convey the same; that the said premises are free and clear of any encumbrances done or suffered by it or those under whom it claims, EXCEPTING however taxes and assessments, general and special, not now due and payable; zoning, occupancy and building ordinances, if any; easements and restrictions of record; environmental protection laws and regulations; rights of the public in and to parts thereof in streets, roads or alleys; and matters which might be disclosed by survey; and that it will WARRANT AND DEFEND the title to the said premises unto the Grantee, and unto its successors and assigns, FOREVER, against the lawful claims and demands of all persons whomsoever.

(Continued on following page)

The undersigned covenants that it is the owner in fee simple of the above-described property, and has the legal right to convey the same.

IN WITNESS WHEREOF, the Grantor has executed this General Warranty Deed on this 15th day of July, 2024.

**Diebold Family Rev. Trust/Schmidt
Voluntary Trust**

Lawrence Diebold

Lawrence Diebold

Melvin Schmidt

Melvin Schmidt

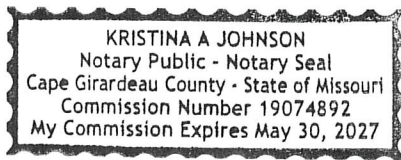
STATE OF MISSOURI)
) SS.
COUNTY OF CAPE GIRARDEAU)

BE IT REMEMBERED, that on this 15th day of July, 2024, before me, the undersigned notary public, personally appeared Lawrence Diebold and Melvin Schmidt, Grantors of **Diebold Family Rev. Trust/Schmidt Voluntary Trust, a Missouri Trust**, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that he executed the same as the free act and deed of said Trust.

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

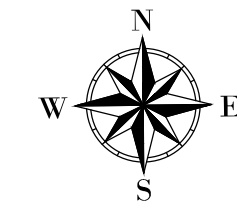
Kristina Johnson
Signature

Kristina Johnson
Printed Name

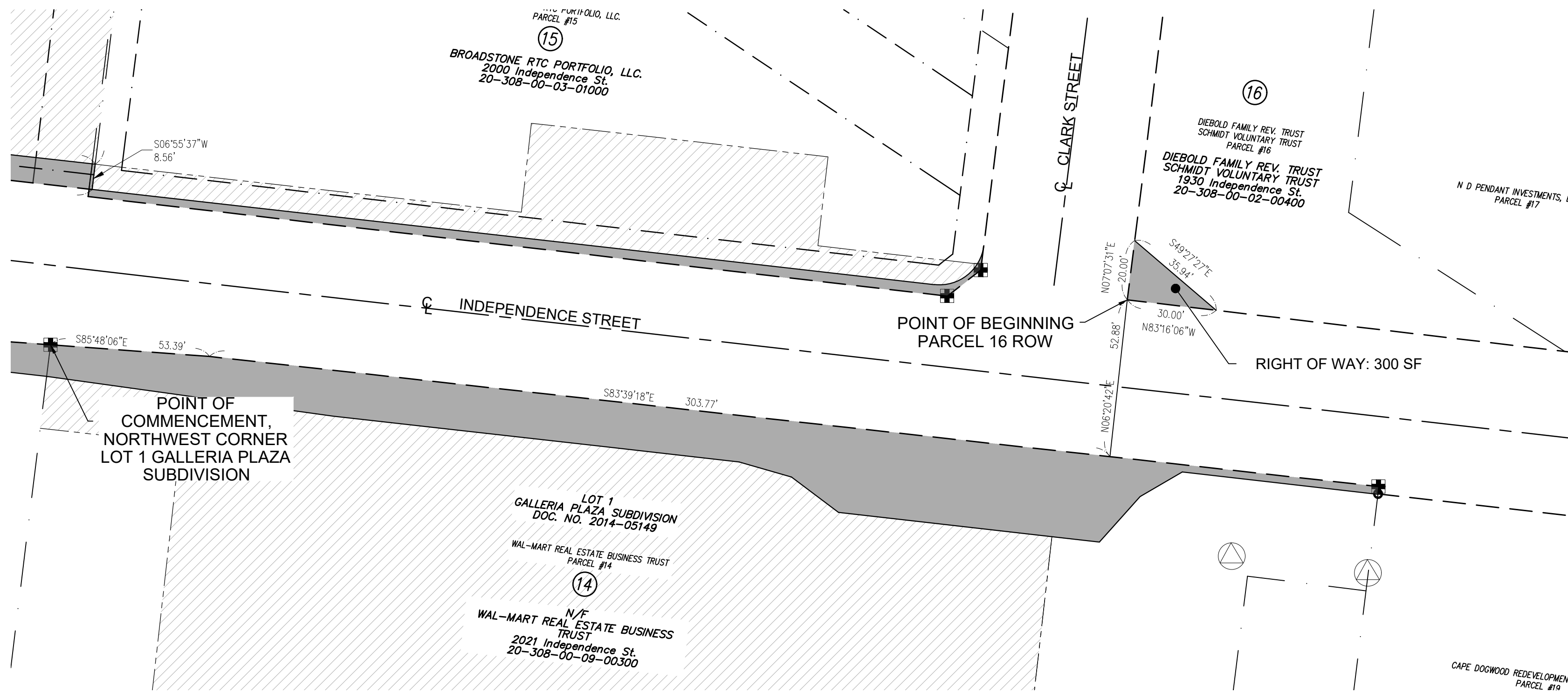
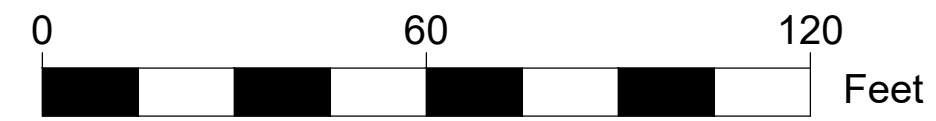


My Commission Expires: May 30, 2027

ESMT & RIGHT-OF-WAY SURVEY FOR THE CITY OF CAPE GIRARDEAU, MO



NORTH ORIENTATION FROM
MISSOURI STATE PLANE
COORDINATE SYSTEM; GRID
NORTH; EAST ZONE



Line Legend

- = Existing Property Line
- = Existing R/W Line
- = Existing Easement
- = Proposed New R/W Line
- = Proposed New Temp Esmt

Hatch Legend

- = Proposed New R/W
- = Proposed New Temp. Esmt.

Survey Standards

THIS SURVEY OF PROPOSED R/W OR EASEMENT FOR URBAN PROPERTY WAS PERFORMED IN ACCORDANCE WITH THE CURRENT STANDARDS FOR PROPERTY BOUNDARY SURVEYS IN THE STATE OF MISSOURI AS MADE EFFECTIVE JUNE 30, 2017; EXCEPTING THAT MONUMENTATION IS NOT TO BE SET UNTIL CONSTRUCTION IS COMPLETED.

SYMBOL LEGEND

- = FOUND 1/2" DIA. IRON ROD
- = FOUND CROSS CUT IN CONC.

1/2" IRON RODS WITH CAP TO BE SET AT R/W CORNERS AFTER CONSTRUCTION IS COMPLETE

Parcel Data / Summary:	
PROJECT PARCEL NUMER	16
Address:	1930 Independence St.
Parcel ID:	20-308-00-02-00400
Last Deed of Record:	BK 774, PG 506; 2017-13096; 2007-03010
Current Record Owner:	Diebold Family Rev. Trust / Schmidt Voluntary Trust
Original Parcel Area:	0.29 Ac.
Area in R/W Required	300 SQ. FT.
Area in Perm. Esmt Required	0 SQ. FT.
Area in Temp. Esmt Required:	0 SQ. FT.

PARCEL 16 RIGHT-OF-WAY

ALL OF THAT PART OF LOT 18 OF ROBERT STURDIVANT'S SUBDIVISION OF OUTLOTS 58-59 & 81 AND PART OF 60 OF UNITED STATES PRIVATE SURVEY 2199, TOWNSHIP 30 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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KE KOEHLER
ENGINEERING AND LAND SURVEYING, INC.

Civil Engineering and Surveying Services
194 Coker Lane - Cape Girardeau, MO 63701
Phone: 573.335.3026 - Fax: 573.335.3049
www.koehlerengineering.com

CORP. LS CERT: 000262; CORP ENGR. CERT: 2003819634

INDEPENDENCE STREET RW EXHIBIT
FOR THE CITY OF CAPE GIRARDEAU, MO

C/O: THE LOCHMUELLER GROUP

KE PROJECT #37505

DATE: 5/19/2021

DRAWING
1 OF 1
ROW EXHIBIT

Staff: JoJo Stuart, Airport Manager
Agenda: 9/16/2024

AGENDA REPORT
Cape Girardeau City Council

24-145

SUBJECT

Execution of an Airport Improvement Program (AIP) grant agreement with the Federal Aviation Administration to reconstruct Taxiway D at the Cape Girardeau Regional Airport. AIP Project No. 3-29-0013-019-2024.

EXECUTIVE SUMMARY

This taxiway reconstruction includes demolishing the existing Taxiway D from Runway 2 to the intersection of Runway 10-28, drainage improvements, new airfield lighting and signage. The taxiway will be constructed utilizing the necessary taxiway design geometry and width of 35ft to continue the airport's ability to support aircraft in the ARC C-II category.

This project is expected to cost \$3,854,895 which includes professional services from Crawford, Murphy, and Tilly, Inc. and a construction agreement with Emery Sapp and Son, Inc. AIP grant agreement will be used to fund 95% of the taxiway reconstruction, with a local match of 5% required. Refer to Exhibit A to view the location of the taxiway reconstruction.

BACKGROUND/DISCUSSION

Crawford Murphy and Tilly, Inc. has provided professional services to design Taxiway D in accordance with federal regulations. Due to the condition of the current taxiway, it is necessary that Taxiway D undergo a complete reconstruction.

On May 10, 2024, the City of Cape Girardeau received bids to reconstruct Taxiway D. Two bids were received; one from Fronabarger Concreters of Oak Ridge, MO and the second bid from Emery Sapp and Sons (ESS) of Columbia, MO. ESS was the low bidder for this project with a project cost of \$2,992,679.25.

This taxiway reconstruction includes demolishing the existing Taxiway D from Runway 2 to the intersection of Runway 10-28, drainage improvements, new airfield lighting and signage. The taxiway will be constructed utilizing the necessary taxiway design geometry and width of 35ft to continue the airport's ability to support aircraft in the ARC C-II category.

The funding from this AIP grant agreement will be used to fund 95% of the taxiway reconstruction, with a local

match of 5% required.

FINANCIAL IMPACT

The total cost of construction, including design and construction services is outlined in the breakdown below:

Administrative Expense	50
Taxiway DEF Design Phase	464,612.00
Other Engineering Services (IFE)	6,000.00
Taxiway D Construction Services	371,554.00
Construction Contract w/ESS	2,992,679.00
Small Scale Reimbursable Agreement w/FAA	20,000.00
Total	3,854,895.00
FAA 95% Grant	3,662,150.250
5% Local Match	192,744.75

STAFF RECOMMENDATION

It is recommended that City Council approve a resolution allowing the City Manager to execute the attached Airport Improvement Program Grant Agreement with the Federal Aviation Administration, in the amount of \$3,854,895.00 with a 5% local match, to fund the reconstruction of Taxiway D at the Cape Girardeau Regional Airport.

ATTACHMENTS:	
Name:	Description:
<input type="checkbox"/> Agreement_FAA_Grant_TaxiwayD.doc	Resolution
<input type="checkbox"/> CGI-CEG-3-29-0013-019-2024-Grant_Agreement_-_unsigned.pdf	AIP Grant No 3-29-0013-019-2024
<input type="checkbox"/> Exhibit_A_-_Taxiway_D.pdf	Exhibit A - Taxiway D

BILL NO. 24-88

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT WITH THE UNITED STATES OF AMERICA ACTING THROUGH THE FEDERAL AVIATION ADMINISTRATION FOR AIRPORT INFRASTRUCTURE

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 Agreement 3-29-0013-019-2024 with the United States of America acting through the Federal Aviation Administration to reconstruct Taxiway D from Runway 2 to Taxiway A. 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 or amendments as shall be approved by the officers of the City executing the same. The officers, agents, and employees of the City are hereby authorized to execute all documents and take steps as they deem necessary and advisable to carry out and perform the purpose of this Resolution.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2024.

Stacy Kinder, Mayor

ATTEST:

Gayle L. Conrad, City Clerk





U.S. Department
of Transportation
**Federal Aviation
Administration**

Airports Division
Central Region
Iowa, Kansas, Missouri, Nebraska

FAA ACE-600
901 Locust
Kansas City, MO 64106

Ms. Katrina Amos, C.M.
Airport Manager
Cape Girardeau Regional Airport
860 Rush H. Limbaugh Jr. Memorial Drive
Cape Girardeau, MO 63703

Dear Ms. Amos:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-29-0013-019-2024 at Cape Girardeau Regional Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement. To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 5th**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws

on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

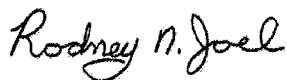
Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Justin Collier, (816) 329-2635, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Rodney N. Joel

Acting Director, Central Region Airports Division



U.S. Department of Transportation
Federal Aviation Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM (AIP)

FY 2024 AIP

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	August 12, 2024
Airport/Planning Area	Cape Girardeau Regional
AIP Grant Number	3-29-0013-019-2024
Unique Entity Identifier	L1RQMKMJYF76

TO: **City of Cape Girardeau**
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated **May 23, 2024**, for a grant of Federal funds for a project at or associated with the **Cape Girardeau Regional Airport**, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the **Cape Girardeau Regional Airport** (herein called the "Project") consisting of the following:

Reconstruct Taxiway D from Runway 2 to Taxiway A, Approximately 35 Feet By 2,200 Feet

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law (P.L.) Number 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances dated May 2022, interpreted and applied consistent with the

FAA Reauthorization Act of 2024 per Reauthorization Grant Condition 30 below; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay Ninety-Five (95%) of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$3,639,540.00.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$3,639,540.00 for airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1).

- b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

- c. Close Out and Termination:

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later

than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **September 5th**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:
 - a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects if funds are available;
 - c. May be increased by not more than the greater of the following for a land project, if funds are available:
 1. 15 percent; or
 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the System for Award Management Exclusions in the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
 - b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

- a. *Posting of contact information.*
 1. The sponsor must post the contact information as the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
 1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph (b) of this Grant Condition; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (b) of this Grant Condition through conduct that is either –
 - a) Associated with performance under this Grant; or

- b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.
- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
 - 1. Is determined to have violated an applicable prohibition in paragraph (b) of this Grant Condition; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (b) of this Grant Condition through conduct that is either –
 - i. Associated with performance under this Grant; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
 - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (b) of this Grant Condition.
 - 2. Our right to terminate unilaterally that is described in paragraph (b) or (c) of this Grant Condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
 - 3. You must include the requirements of paragraph (b) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
 - 1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - 2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - 3. "Private entity":

- i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
- ii. Includes:
 - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - b) A for-profit organization.
- 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
- 23. **AIP Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
- 24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated December 17, 2021 is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
- 25. **Employee Protection from Reprisal.**
 - a. Prohibition of Reprisals.
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
 - 2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;

- vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.
- b. Investigation of Complaints.
1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
- c. Remedy and Enforcement Authority.
1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
26. **Co-Sponsor.** The Co-Sponsors, if any, understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all Co-Sponsors.
27. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)(1)] and 2 CFR § 200.216.
28. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
29. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities. This may include, as applicable, providing a current Title VI Program Plan and a Community Participation Plan (alternatively may be called a Public Participation Plan) to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is also required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin (including limited English

proficiency), sex (including sexual orientation and gender identity), creed, age, disability, genetic information, or environmental justice in consideration for federal financial assistance. The Sponsor, who has not sufficiently demonstrated the conditions of compliance with civil rights requirements will be required to do so before receiving funds. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

30. **FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on May 2022. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at <https://www.congress.gov/bill/118th-congress/house-bill/3935/text>

SPECIAL CONDITIONS

31. **Lighting.** The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.
32. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management, which is codified at 49 U.S.C. § 47105(e). The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:
- a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
 - b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
 - c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - i. Location of all runways, taxiways, and aprons;
 - ii. Dimensions;

- iii. Type of pavement; and,
 - iv. Year of construction or most recent major reconstruction, rehabilitation, or repair.
2. Inspection Schedule.
- i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
 - ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
- i. Inspection date;
 - ii. Location;
 - iii. Distress types; and
 - iv. Maintenance scheduled or performed.
4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

33. Project Containing Paving Work in Excess of \$500,000. The Sponsor agrees to:

- a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
 - 1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
 - 2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
 - 3. Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);
 - 4. Qualifications of engineering supervision and construction inspection personnel;
 - 5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and

6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
 - b. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed and highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.
 - c. Failure to provide a complete report as described above, or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.
 - d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that Sponsor test results are inaccurate.
34. **Protection of Runway Protection Zone - Airport Property.** The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly, or other use in the Runway Protection Zone, as depicted on the Exhibit "A": Property Map, except for Navigational Aids (NAVAIDS) that are fixed by their functional purposes or any other structure permitted by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.
35. **Protection of Runway Protection Zone - Easement.** The Sponsor, under the easement, agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.
36. **Plans and Specifications Approval Based Upon Certification.** The FAA and the Sponsor agree that the FAA's approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:
 - a. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications published FAA airport development grant standards or to notify the FAA of any limitations to competition within the project;
 - b. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and
 - c. If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under this Grant and associated grants.
37. **Non Federally Funded Work in Application.** The Sponsor understands and agrees that:

- a. The Project Application includes the planning and/or construction of asbestos removal that is not being funded with any Federal funding in this project;
- b. Although the Sponsor has estimated a total project cost of \$3,854,895, the total allowable cost for purposes of determining Federal participation equals \$3,831,095;
- c. It must maintain separate accounting of cost records for Federally and non-Federally funded work;
- d. All pertinent records supporting project costs must be made available for inspection and audit by the FAA when requested; and
- e. All non-Federally funded work is the sole responsibility of the Sponsor

38. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

39. **Leaded Fuel.** FAA Reauthorization Act of 2024 (P.L. 118-63) Section 770 "Grant Assurances" requires airports that made 100-octane low lead aviation gasoline (100LL) available, any time during calendar year 2022, to not prohibit or restrict the sale, or self-fueling, of such aviation gasoline. This requirement remains until the earlier of 2030, or the date on which the airport or any retail fuel seller at the airport makes available an FAA-authorized unleaded aviation gasoline replacement for 100LL meeting either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline as deemed appropriate by the Administrator. The Sponsor understands and agrees, that any violations are subject to civil penalties.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹



.....
(Signature of Sponsor's Authorized Official)

Rodney N Joel

.....
(Typed Name)

Acting Director, Central Region Airports Division

.....
(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated August 12, 2024

City of Cape Girardeau

(Name of Sponsor)



Kenneth Haskin (Aug 12, 2024 18:54 CDT)

(Signature of Sponsor's Authorized Official)

By: Kenneth Haskin

(Typed Name of Sponsor's Authorized Official)

Title: City Manager

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Missouri. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act P.L. of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at

By:

(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act – 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.²

- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{4,5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the

Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

a. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

14. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

15. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

16. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

17. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

18. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 - 1. Operating the airport's aeronautical facilities whenever required;
 - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

19. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

20. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and

purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

21. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

22. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

23. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

24. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

25. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

26. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

27. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

28. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and

which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

29. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- “The City of Cape Girardeau, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”
- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
 3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
 4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

30. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 - 1. Reinvestment in an approved noise compatibility project;
 - 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 - 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
 - 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 - 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 - 1. Reinvestment in an approved noise compatibility project;
 - 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 - 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
 - 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 - 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer

land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

31. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

32. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

33. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of May 23, 2024.

34. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

35. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

36. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

37. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

38. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

Application for Federal Assistance SF-424	
*1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	
*2. Type of Application * If Revision, select appropriate letter(s): <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation * Other (Specify) <input type="checkbox"/> Revision	
*3. Date Received: 05/23/2024 4. Applicant Identifier: CGI	
5a. Federal Entity Identifier: FAA 3-29-0013-019-2024 *5b. Federal Award Identifier:	
State Use Only:	
6. Date Received by State: 7. State Application Identifier:	
8. APPLICANT INFORMATION:	
*a. Legal Name: City of Cape Girardeau, MO; Cape Girardeau Regional Airport	
*b. Employer/Taxpayer Identification Number (EIN/TIN): 43-6000593 *c. UEI: L1RQMKMJYF76	
d. Address:	
*Street 1: 44 North Lorimier/860 Limbaugh Drive Street 2: *City: Cape Girardeau County/Parish: Cape Girardeau *State: Province: MO *Country: USA *Zip / Postal Code: 63701-7314	
e. Organizational Unit:	
Department Name: Airport Division Name: Cape Girardeau Regional Airport	
f. Name and contact information of person to be contacted on matters involving this application:	
Prefix: Mrs. *First Name: Katrina Middle Name: *Last Name: Amos Suffix:	
Title: Airport Manager	
Organizational Affiliation:	
*Telephone Number: 573-334-6230 Fax Number:	
*Email: kamos@cityofcape.org	

Application for Federal Assistance SF-424
*9. Type of Applicant 1: Select Applicant Type: C: City or Township Government Type of Applicant 2: Select Applicant Type: Pick an applicant type Type of Applicant 3: Select Applicant Type: Pick an applicant type *Other (Specify)
*10. Name of Federal Agency: Federal Aviation Administration
11. Catalog of Federal Domestic Assistance Number: 20.106 <hr/> CFDA Title: Airport Improvement Program <hr/>
*12. Funding Opportunity Number: <hr/> *Title: <hr/>
13. Competition Identification Number: <hr/> Title: <hr/>
14. Areas Affected by Project (Cities, Counties, States, etc.): City of Cape Girardeau, Missouri, Cape Girardeau and Scott Counties
*15. Descriptive Title of Applicant's Project: Reconstruct Taxiway Delta (Runway 2 to Taxiway A) Airfield pavement reconstruction and rehabilitation, electrical and drainage.
Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
*a. Applicant: MO-008	*b. Program/Project: MO-008
Attach an additional list of Program/Project Congressional Districts if needed.	
17. Proposed Project:	
*a. Start Date: 06/01/2024	*b. End Date: 07/31/2025
18. Estimated Funding (\$):	
*a. Federal	\$ 3,639,540
*b. Applicant	\$ 215,355
*c. State	\$ 0
*d. Local	\$ 0
*e. Other	\$ 0
*f. Program Income	\$ 0
*g. TOTAL	\$ 3,854,895
*19. Is Application Subject to Review By State Under Executive Order 12372 Process?	
<input checked="" type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on <u>05/25/2024</u> .	
<input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review.	
<input type="checkbox"/> c. Program is not covered by E.O. 12372.	
*20. Is the Applicant Delinquent On Any Federal Debt?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes", explain:	
<p>21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)</p> <input checked="" type="checkbox"/> ** I AGREE	
** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.	
Authorized Representative:	
Prefix: Mrs.	*First Name: Katrina
Middle Name:	
*Last Name: Amos	
Suffix:	
*Title: Airport Manager	
*Telephone Number: 573-334-6230	Fax Number:
* Email: kamos@cityofcape.org	
*Signature of Authorized Representative: Katrina D. Amos	<small>Digitally signed by Katrina D. Amos Date: 2024.05.23 11:32:34 -05'00'</small>
	*Date Signed: 5/23/2024

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A	
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.	
Item 1. Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Item 2. Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Item 3. Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 4. Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 5. Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
<input type="checkbox"/> The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> The project is included in another Federal Assistance program. Its CFDA number is below.	
Item 6. Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:	
<input type="checkbox"/> De Minimis rate of 10% as permitted by 2 CFR § 200.414.	
<input type="checkbox"/> Negotiated Rate equal to _____ % as approved by _____ (the Cognizant Agency)	on _____ (Date) (2 CFR part 200, appendix VII).
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

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

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

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

Approved Master Plan, Airport Layout Plan

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

none

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

none

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

yes

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

NA

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

yes

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

NA

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

NA

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

All improvements are on currently owned parcels, per the Exhibit A property table dated 12/17/2021, originally filed with MoDOT/State Project No. 19-077A-1.

10. Land – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

See Exhibit A dated 12/17/21

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

Na

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

NA

¹ State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL	
1. Assistance Listing Number:	
2. Functional or Other Breakout:	

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$ 50
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			464,612
5. Other Architectural engineering fees			6,000
6. Project inspection fees			371,554
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			2,992,679
12. Equipment			
13. Miscellaneous small scale RA for navaid overnight work.			20,000
14. Subtotal (Lines 1 through 13)			\$ 3,854,895
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			3,854,895
17. Less: Ineligible Exclusions (Section C, line 23 g.)			23,800
18. Subtotal (Lines 16 through 17)			\$ 3,831,095
19. Federal Share requested of Line 18			3,639,540
20. Grantee share			215,355
21. Other shares			
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 3,854,895

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a. Asbestos Containing Materials Removal/Disposal	\$ 23,800
b.	
c.	
d.	
e.	
f.	
g. Total	\$ 23,800

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	215,355
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. TOTAL - Grantee share	\$ 215,355
25. Other Shares	Amount
a. State	0
b. Other	0
c. TOTAL - Other Shares	\$ 0
26. TOTAL NON-FEDERAL FINANCING	\$ 215,355

SECTION E – REMARKS (Attach sheets if additional space is required)
<p>The following are incorporated by reference: Plans and specs dated 4/2024, Exhibit A dated 10/2021</p>

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: Taxiway D Reconstruction
AIRPORT: Cape Girardeau Regional Airport
1. Objective: The grant application covers the construction and construction administration costs necessary to accomplish the reconstruction of severely distressed pavements of Taxiway Delta (from Runway 2 to Taxiway Alpha). Associated marking, surface and subsurface drainage improvements will also be completed.
2. Benefits Anticipated: The outcome of the project will result in pavements that will be safe and serviceable for 20 years, while reducing regular maintenance costs.
3. Approach: (See approved Scope of Work in Final Application) Construction Phase Engineering - Provide on-site construction observation, construction materials testing and project closeout in accordance with FAA requirements. Project Construction Costs - Low, competitive bid costs required to complete the construction of the improvements shown in the design documents.
4. Geographic Location: Cape Girardeau Regional Airport, Cape Girardeau/Scott City, MO, Cape Girardeau/Scott Counties
5. If Applicable, Provide Additional Information:
6. Sponsor's Representative: (include address & telephone number) Mrs. Katrina Amos, Airport Manager 860 Limbaugh Drive Cape Girardeau, MO 63701

Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: City of Cape Girardeau, Missouri

Airport: Cape Girardeau Regional Airport

Project Number: 3-29-0013-019

Description of Work: Reconstruction of Taxiway D

Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgment and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).
 Yes No N/A
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:
 - a. Technical standards (Advisory Circular (AC) 150/5370-12);
 - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
 - c. Construction safety and phasing plan measures (AC 150/5370-2). Yes No N/A
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).
 Yes No N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).
- Yes No N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).
- Yes No N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
- b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
- c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- Yes No N/A
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).
- Yes No N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
- b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
- c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
- d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).
- Yes No N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
- b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
- c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- Yes No N/A
10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).
- Yes No N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.
 Yes No N/A
12. For development projects, sponsor has taken or will take the following close-out actions:
- a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
 - b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
 - c. Prepare and retain as-built plans (Order 5100.38).
- Yes No N/A
13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).
 Yes No N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 23 day of May, 2024.

Name of Sponsor: City of Cape Girardeau, Missouri

Name of Sponsor's Authorized Official: Katrina Amos

Title of Sponsor's Authorized Official: Airport Manager

Katrina D.
Amos

Digitally signed by Katrina D.
Amos
Date: 2024.05.23 11:34:02
-05'00'

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: City of Cape Girardeau, Missouri

Airport: Cape Girardeau Regional Airport

Project Number: 3-29-0013-019

Description of Work: Reconstruction of Taxiway D

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

Yes No N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

Yes No N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

Yes No N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

Yes No N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

Yes No N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

Yes No N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

Yes No N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location: Cape Girardeau Regional Airport

Address: 860 Limbaugh Drive, Cape Girardeau, MO 63701

Location 2 (if applicable)

Name of Location:

Address:

Location 3 (if applicable)

Name of Location:

Address:

Attach documentation clarifying any above item marked with a "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 23 day of May, 2024

Name of Sponsor: City of Cape Girardeau, Missouri

Name of Sponsor's Authorized Official: Katrina Amos

Title of Sponsor's Authorized Official: Airport Manager

Signature of Sponsor's Authorized Official: Katrina D. Amos

Digitally signed by Katrina D. Amos
Date: 2024.05.23 11:37:23 -05'00'

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: City of Cape Girardeau, Missouri

Airport: Cape Girardeau Regional Airport

Project Number: 3-29-0013-019

Description of Work: Reconstruction of Taxiway D

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a "covered contract" under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

Yes No N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).
- Yes No N/A
3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.
- Yes No N/A
4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:
- Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
 - Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
 - Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).
- Yes No N/A
5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:
- Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
 - Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
 - Publicly opened at a time and place prescribed in the invitation for bids; and
 - Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.
- Yes No N/A
6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
- Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
 - Plan for publicizing and soliciting an adequate number of qualified sources; and
 - Listing of evaluation factors along with relative importance of the factors.
- Yes No N/A
7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).
- Yes No N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):
- a. Only one qualified person/firm submits a responsive bid;
 - b. Award is to be made to other than the lowest responsible bidder; and
 - c. Life cycle costing is a factor in selecting the lowest responsive bidder.
- Yes No N/A
9. All construction and equipment installation contracts contain or will contain provisions for:
- a. Access to Records (§ 200.336)
 - b. Buy American Preferences (Title 49 U.S.C. § 50101)
 - c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part 60)
 - d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
 - e. Occupational Safety and Health Act requirements (20 CFR part 1920)
 - f. Seismic Safety – building construction (49 CFR part 41)
 - g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
 - h. U.S. Trade Restriction (49 CFR part 30)
 - i. Veterans Preference (49 USC § 47112(c))
- Yes No N/A
10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:
- a. Davis-Bacon and Related Acts (29 CFR part 5)
 - b. Copeland "Anti-Kickback" Act (29 CFR parts 3 and 5)
- Yes No N/A
11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).
- Yes No N/A
12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:
- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
 - b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
 - c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
 - d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).
- Yes No N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

Yes No N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$250,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

Yes No N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 23 day of May, 2024.

Name of Sponsor: City of Cape Girardeau, Missouri

Name of Sponsor's Authorized Official: Katrina Amos

Title of Sponsor's Authorized Official: Airport Manager

Signature of Sponsor's Authorized Official: Katrina D. Amos

Digitally signed by Katrina D. Amos
Date: 2024.05.23 11:38:17 -05'00'

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: City of Cape Girardeau, Missouri

Airport: Cape Girardeau Regional Airport

Project Number: 3-29-0013-019

Description of Work: Reconstruction of Taxiway D

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).
 Yes No N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).
 Yes No N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).
 Yes No N/A
4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).
 Yes No N/A
5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).
 Yes No N/A
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).
 Yes No N/A
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).
 Yes No N/A
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).
 Yes No N/A
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).
 Yes No N/A
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).
 Yes No N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)
 Yes No N/A
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.
 Yes No N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

Yes No N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

Yes No N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

Yes No N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

Yes No N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification	
I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.	
Executed on this 23 day of May, 2024.	
Name of Sponsor: City of Cape Girardeau, Missouri	
Name of Sponsor's Authorized Official: Katrina Amos	
Title of Sponsor's Authorized Official: Airport Manager	
Signature of Sponsor's Authorized Official:	<u>Katrina D. Amos</u> <small>Digitally signed by Katrina D. Amos Date: 2024.05.23 11:39:02 -05'00'</small>
I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.	

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: City of Cape Girardeau, Missouri

Airport: Cape Girardeau Regional Airport

Project Number: 3-29-0013-019

Description of Work: Reconstruction of Taxiway D

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
 Yes No N/A

2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).
 Yes No N/A

3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
 Yes No N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
- Yes No N/A
5. Sponsor has publicized or will publicize a RFQ that:
- a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
- b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
- Yes No N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
- Yes No N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).
- Yes No N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
- a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
- b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
- Yes No N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
- Yes No N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
- Yes No N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).
- Yes No N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
- Yes No N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

Yes No N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

Yes No N/A

Attach documentation clarifying any above item marked with "no" response.

<p>Sponsor's Certification</p> <p>I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.</p> <p>I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.</p> <p>Executed on this 23 day of May , 2024 .</p> <p>Name of Sponsor: City of Cape Girardeau, Missouri</p> <p>Name of Sponsor's Authorized Official: Katrina Amos</p> <p>Title of Sponsor's Authorized Official: Airport Manager</p> <p>Signature of Sponsor's Authorized Official: <u>Katrina D. Amos</u> <small>Digitally signed by Katrina D. Amos Date: 2024.05.23 15:49:01 -05'00'</small></p> <p>I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.</p>

Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

Sponsor: City of Cape Girardeau, Missouri

Airport: Cape Girardeau Regional Airport

Project Number: 3-29-0013-019

Description of Work: Reconstruction of Taxiway D

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

Yes No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

Yes No

3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

Yes No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this 23 day of May, 2024.

Name of Sponsor: City of Cape Girardeau, Missouri

Name of Sponsor's Authorized Official: Katrina Amos

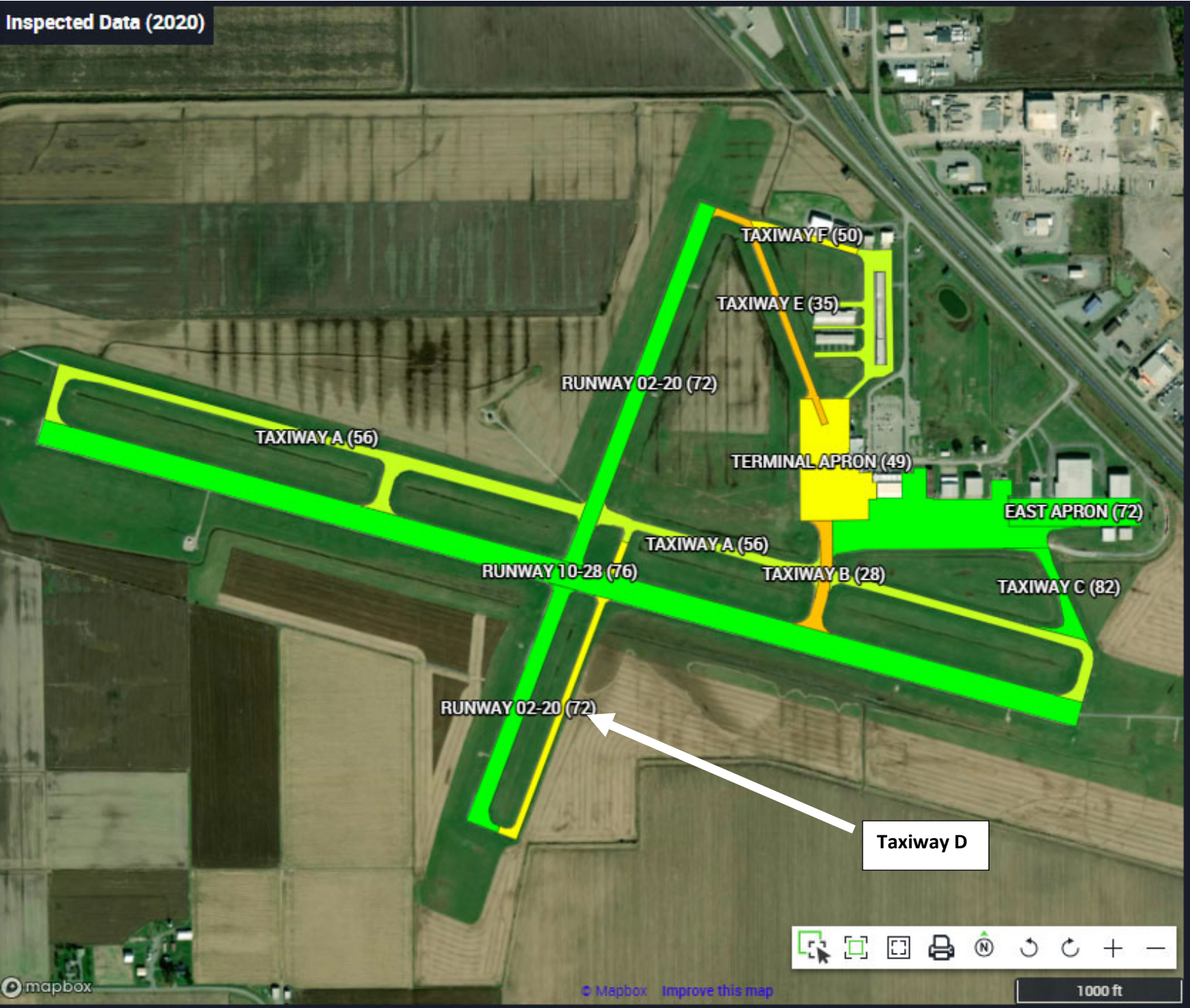
Title of Sponsor's Authorized Official: Airport Manager

Signature of Sponsor's Authorized Official: Katrina D. Amos

Digitally signed by Katrina D. Amos
Date: 2024.05.23 16:50:13 -05'00'

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Exhibit A – Taxiway D (PCI Condition)



Staff: JoJo Stuart, Airport Manager
Agenda: 9/16/2024

AGENDA REPORT
Cape Girardeau City Council

24-146

SUBJECT

Supplemental Agreement No. 1 with Crawford, Murphy, and Tilly, Inc. for Construction Phase Services for Taxiway D Reconstruction at the Cape Girardeau Regional Airport, Project #3-29-0013-019.

EXECUTIVE SUMMARY

Supplemental Agreement No. 1 with Crawford, Murphy, and Tilly, Inc. is for construction phase services for the reconstruction of Taxiway D at the Cape Girardeau Regional Airport (CGI). This taxiway reconstruction includes demolishing the existing Taxiway D from Runway 2 to the intersection of Runway 10-28, drainage improvements, new airfield lighting and signage. The taxiway will be constructed utilizing the necessary taxiway design geometry and width of 35ft to continue the airport's ability to support aircraft in the ARC C-II category. Refer to Exhibit A to view the location of the taxiway reconstruction. The construction phase services include preparation of construction plans and project manual, provide construction administration, onsite construction observation, and materials testing. This project will be 95% funded through the Airport Improvement Program (AIP) funding with the remaining 5% through local match.

BACKGROUND/DISCUSSION

On May 10, 2024, the City of Cape Girardeau received bids to Reconstruct Taxiway D, AIP Project No. 3-29-0013-019. Two bids were received; one from Fronabarger Concreters of Oak Ridge, MO and the second bid from Emery Sapp and Sons (ESS) of Columbia, MO. ESS was the low bidder for this project with a project cost of \$2,992,679.25.

This taxiway reconstruction includes demolishing the existing Taxiway D from Runway 2 to the intersection of Runway 10-28, drainage improvements, new airfield lighting and signage. The taxiway will be constructed utilizing the necessary taxiway design geometry and width of 35ft to continue the airport's ability to support aircraft in the ARC C-II category.

Supplemental Agreement No. 1 is for construction phase services for the reconstruction of Taxiway D at the Cape Girardeau Regional Airport (CGI). The construction phase services include preparation of construction plans and project manual, provide construction administration, onsite construction observation, and materials testing. This project will be 95% funded through Federal Aviation Administration (FAA) Airport Improvement Funding (AIP) funds with the remainder 5% through local match.

FINANCIAL IMPACT

The total cost for the construction phase agreement, as attached, will total an amount not to exceed \$371,553.68. This project will be 95% funded through AIP funding through the FAA with the remainder 5% through local match. The breakdown is as follows:

AIP 95% Grant: \$352,975.99
5% Local Match: \$ 18,577.68
Total Cost: \$371,553.68

STAFF RECOMMENDATION

It is recommended the City Council approve a resolution authorizing the City Manager to enter into an agreement with Crawford, Murphy, Tilly, Inc. for Construction Phase Services to reconstruct Taxiway D at the Cape Girardeau Regional Airport for an amount not to exceed \$371,553.68.

ATTACHMENTS:	
Name:	Description:
<input type="checkbox"/> Agreement_CMT_Suppl1_construction_ph.doc	Resolution
<input type="checkbox"/> CGL_TxyD_SAI_CP_Services_CMTSigned.pdf	CMT Supplemental Agreement No. 1
<input type="checkbox"/> Exhibit_A - Taxiway_D.pdf	Exhibit A - Taxiway D

BILL NO. 24-89

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AVIATION PROJECT CONSULTANT SUPPLEMENTAL AGREEMENT NO. 1 WITH CRAWFORD, MURPHY, AND TILLY, INC., FOR CONSTRUCTION SERVICES AT THE CAPE GIRARDEAU REGIONAL AIRPORT

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

ARTICLE 1. The City Manager, for and on behalf of the City of Cape Girardeau, Missouri, is hereby authorized to execute Aviation Project Consultant Supplemental Agreement No. 1 with Crawford, Murphy & Tilly, Inc., for construction services, Project No. 3-29-0013-019, at the Cape Girardeau Regional Airport. The Agreement shall be in substantially the form attached hereto, which document is hereby approved by the City Council, and incorporated herein by reference, with such changes or amendments as shall be approved by the officers of the City executing the same. The officers, agents, and employees of the City are hereby authorized to execute all documents and take steps as they deem necessary and advisable to carry out and perform the purpose of this Resolution.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2024.

Stacy Kinder, Mayor

ATTEST:

Gayle L. Conrad, City Clerk



Airport Name: Cape Girardeau Regional
Project No.: 3-29-0013-019
County: Scott/Cape Girardeau

**AVIATION PROJECT CONSULTANT SUPPLEMENTAL AGREEMENT NO. 1
CONSTRUCTION SERVICES**

THIS SUPPLEMENTAL AGREEMENT NO. 1 for Construction Services is entered into by the City of Cape Girardeau, Missouri (hereinafter, "Sponsor") and Crawford, Murphy & Tilly, Inc. (hereinafter, "Consultant").

WITNESSETH:

WHEREAS, the Sponsor and the Consultant entered into an Agreement on February 7, 2024, to accomplish a project at the Cape Girardeau Regional Airport, (hereinafter, "Original Agreement"); and

WHEREAS, the Sponsor and the Consultant now desire to enter into Supplemental Agreement No. 1 to otherwise complete, extend or continue the Original Agreement as provided herein.

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

(1) SCOPE OF SERVICES:

(A) The Services to be provided by the Consultant under Supplemental Agreement No. 1 are additional services which are beyond the scope of services provided in the Original Agreement. These additional professional services are generally described and defined in Section (17)(Federal) of the Original Agreement and Exhibit II - SA1, which is attached hereto and incorporated herein by reference.

(2) FEES AND PAYMENTS:

(A) The Consultant shall be reimbursed in accordance with Section (8)(State) or (9)(Federal) of the Original Agreement.

(B) The costs of Supplemental Agreement No. 1 shall be in addition to the cost of the Original Agreement.

(C) The lump sum fee and maximum amount payable included in Section (9)(Federal) of the Original Agreement are hereby modified to be cost plus fixed fee not to exceed as follows:

	ORIGINAL AMOUNT	SUPPLEMENTAL AGREEMENT NO. 1	TOTAL
Lump Sum	\$464,611.94	N/A	\$464,611.94
Fixed Fee	N/A	\$34,902.18	\$34,902.18
Max. Fee Payable	\$464,611.94	\$371,553.68	\$836,165.62

(D) Estimated costs for the services in Supplemental Agreement No. 1 are defined in Exhibit IV - SA1 and Exhibit V - SA1, which are attached hereto and incorporated herein by reference.

(3) PERIOD OF SERVICE: Exhibit VI, Performance Schedule, of the Original Agreement is hereby revised to include time for the performance of these additional services. The total time to be added to Exhibit VI for completion of these additional services shall be 160 calendar days. The projected completion date shown on Exhibit VI is now revised to 45 days after the completion of construction, which includes time for performance of all remaining services in the Original Agreement and the services in Supplemental Agreement No. 1 and submittal of all deliverables.

(4) DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

(A) DBE Goal: The following DBE goal has been established for this Supplemental Agreement No. 1. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 5.67% of the total Supplemental Agreement No. 1 dollar value.

(B) DBE Participation Obtained by Consultant: The Consultant has obtained DBE participation, and agrees to use DBE firms to complete 5.67% of the total services to be performed under this Supplemental Agreement No. 1 by dollar value. The DBE firms which the Consultant shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS	TYPE OF DBE SERVICE	TOTAL \$ VALUE OF THE DBE SUBCONTRACT	CONTRACT \$ AMOUNT TO APPLY TO TOTAL DBE GOAL	% OF SUBCONTRACT \$ VALUE APPLICABLE TO TOTAL GOAL
TSi Geotechnical 1340 North Price Road St. Louis, MO 631332	Geotechnical, Materials Testing	\$76,768.00	\$76,768.00	20.7%

(5) SUBCONSULTANTS:

(A) The Consultant agrees that except for those firms and for those services listed below, there shall be no transfer of engineering services performed under this Supplemental Agreement No. 1 without the written consent of the Sponsor. Subletting, assignment, or transfer of the services or any part thereof to any other corporation, partnership, or individual is expressly prohibited. Any violation of this clause will be deemed cause for termination of this Supplemental Agreement No. 1.

Exceptions (Subconsultant Information):

FIRM NAME	COMPLETE ADDRESS	NATURE OF SERVICES
TSi Geotechnical	1340 North Price Road St. Louis, MO 63132	Geotechnical, Materials Tetsing

(6) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Supplemental Agreement No. 1, the Original Agreement between the parties shall remain in full force and effect and the terms of the Original Agreement shall extend and apply to this Supplemental Agreement No. 1.

IN WITNESS WHEREOF, the parties have entered into this Supplemental Agreement No. 1 on the date last written below.

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

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

CONSULTANT

SPONSOR

By _____

By _____

Title _____

Title _____

ATTEST:

ATTEST:

By _____

By _____

Title _____

Title _____

EXHIBIT II
SCOPE OF SERVICES

NOTE: Per the Cape Girardeau Regional Airport Disadvantaged Business Enterprise (DBE) program, the required DBE participation for this agreement is **five point six seven percent (5.67%)**.

Costs to be based on the allowed 105 calendar days (including any required overnight and weekend work) for construction completion.

1. Preliminary
 - a. Prepare copies of the Construction Plans and Project Manual for use by the Contractor during construction.
 - b. Develop a **Federal Construction Management Program** in accordance with FAA and MoDOT requirements.
 - c. Include a sealed, signed and dated copy of the Construction Management Program (CMP) with this executed Supplemental Agreement.
 - d. Attend and conduct a pre-construction conference. Minutes of the conference will be prepared and distributed to all attendees.
2. Provide construction administration, on-site construction observation, and material(s) testing per the CMP:
 - a. Provide construction observation services (one full-time personnel, one part-time – including full-time personnel for required nights and Saturdays Runway 10-28 closure phase - and additional assistance as necessary), including preparation of weekly reports and other reports as required by the CMP to document the prosecution and progress of the Project.
 - b. Conduct on-site wage rate interviews, to document that workers are being paid at or above the minimum rate. Collect weekly wage statements/payrolls from each contractor and subcontractor throughout the project.
 - c. Check deliveries for compliance with Contract Specifications, Buy American, and approved Shop Drawings.
 - d. Attend and conduct Pre-Pave and Pre-Runway Closure meetings. Minutes of the meeting(s) will be prepared and distributed to all attendees.
 - c. Review shop drawings and material certification submittals as provided by the Contractor.
 - d. Update and Submit Part 139 Signs and Marking Plan for review prior to materials procurement (per FAA request)
 - e. Perform material(s) testing (field and laboratory) as required by the CMP.

- f. Respond to field issues throughout the duration of the project.
- g. Prepare Contractor's progress estimates and Sponsor's request for reimbursement of funds.
- h. Prepare change orders and supplemental agreements necessary for construction of the project, including tracking AIP/BIL ineligible grant pay items and DBE progress.
- i. Attend and conduct a final review of the Project with the Sponsor, FAA (if desired), and the Contractor

3. Project Closeout Phase

- a. Prepare and submit to the Sponsor and the FAA one (1) electronic set of record drawings in .pdf format copied to a single file.
- b. Prepare and submit to the Sponsor and the FAA a Final Testing Report as required by the COP.
- c. Prepare and submit to the Sponsor an updated **Airport Layout Plan (ALP) showing** as-built conditions. All ALP sheets affected by the project will be updated. The sponsor will approve and sign as necessary and forward four (4) full size copies to the FAA for approval. FAA will distribute the copies as one (1) to the Sponsor, one (1) to MoDOT (if desired), one (1) to FAA, and one (1) to the Consultant. An electronic copy of the updated sheets will be submitted to both the FAA and the City in .pdf format, with CADD files submitted to the City.
- d. Provide FAA and the Sponsor with all closeout documents as required for project final acceptance.
- e. Using as-built CAD design files, including all addendum and field change revisions, complete the as-built Airports GIS (AGIS) of all new pavement limits, drainage structures, pavement markings, lighting, signage and miscellaneous electrical installations, including AGIS geometry creation, attribution and data upload to the FAA AGIS website.

EXHIBIT IV - SA1

DERIVATION OF CONSULTANT PROJECT COSTS (CONSTRUCTION)

EXHIBIT IV (SA1)

DERIVATION OF CONSULTANT PROJECT COSTS

CAPE GIRARDEAU REGIONAL AIRPORT

CITY OF CAPE GIRARDEAU, MISSOURI

TAXIWAY DELTA RECONSTRUCTION

CONSTRUCTION PHASE SERVICES

May 13, 2024

Basic Services	Fee	Hours
Construction Phase	\$361,509.80	1,592
Special Services		
AGIS Post-Construction Survey	\$10,043.88	69
Total	\$371,553.68	1,661

EXHIBIT IV (SA1)

DERIVATION OF CONSULTANT PROJECT COSTS

**CAPE GIRARDEAU REGIONAL AIRPORT
CITY OF CAPE GIRARDEAU, MISSOURI
TAXIWAY DELTA RECONSTRUCTION
CONSTRUCTION PHASE SERVICES**

May 13, 2024

1 DIRECT SALARY COSTS:

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u> (2025 rates)	<u>COST (\$)</u>
Principal	0	\$107.43	\$0.00
Project Manager II	4	\$82.16	\$328.65
Project Manager I	122	\$65.72	\$8,017.78
Senior Engineer I	135	\$50.45	\$6,811.09
Engineer I	344	\$38.59	\$13,274.10
Senior Planner I	2	\$49.98	\$99.96
Planner I	0	\$38.82	\$0.00
Senior Technician I	843	\$56.28	\$47,444.04
Technician II	190	\$49.14	\$9,336.60
Land Surveyor	12	\$32.49	\$389.84
Admin/Account. Assistant	9	\$26.03	\$234.27
	<u>1,661</u>		
Total Direct Salary Costs			= \$85,936.33

2 LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

2a	Percentage of Direct Salary Costs	@	<u>170.43</u> %	= \$146,461.28
2b	FCCM Rate (Optional)	@	<u>0.33</u> %	= \$283.59

3 SUBTOTAL:

Items 1 and 2 = \$232,681.20

4 PROFIT:

15 % of Item 3 Subtotal = \$34,902.18 Fixed Fee
Subtotal = \$267,583.38

5 OUT-OF-POCKET EXPENSES:

a. Mileage	7590	Miles @	\$0.670 / Mile =	\$5,085.30
b. Construction Vehicle	111	Days @	\$15.00 / Day =	\$1,665.00
c. Meals	116	Days @	\$52.00 / Day =	\$6,032.00
d. Motel	116	Nights @	\$120.00 / Night =	\$13,920.00
e. Printing and Shipping			=	\$500.00

Total Out-of-Pocket Expenses = \$27,202.30

6 SUBCONTRACT COSTS:

a. Material Testing (TSi) (DBE)	=	\$76,768.00
b.	=	\$0.00
c.	=	\$0.00
d.	=	\$0.00
	=	\$76,768.00

7 MAXIMUM TOTAL FEE:

Items 1, 2, 3, 4, 5 and 6 = \$371,553.68 Not to Exceed

EXHIBIT V - SA1

ENGINEERING CONSTRUCTION SERVICES-COST BREAKDOWN



May 7, 2024

Bryan Hutsell
CRAWFORD, MURPHY & TILLY
One Memorial Drive
St. Louis, MO 63102

Re: Proposal for Material Testing Services
Cape Girardeau Airport–Reconstruct Taxiway D
Cape Girardeau, MO
TSi Proposal No: SLM24075.00

Dear Mr. Hutsell,

TSi Geotechnical, Inc. (TSi) , a **M/D/WBE** firm, is pleased to submit this proposal to Crawford, Murphy & Tilly (CMT) to provide material testing and inspections services for the Reconstruct Taxiway D project at the Cape Girardeau Airport in Cape Girardeau, Missouri.

1.0 PROJECT UNDERSTANDING

Project consist of the reconstruction of the current Taxiway D. This includes the placement of approximately 8,150 SY of 6” P-501 PCC on 6” of P-209 Aggregate Base Course on 12” of P-209 Crushed Recycled PCC. Along with other site Improvements.

2.0 SCOPE OF SERVICES

TSi will provide one technician for construction materials testing on a full/part-time as-needed basis, with additional personnel for as needed for: additional help for concrete and/or compaction testing. More specifically, TSi will perform the following services:

P-152/P-209/P-219/P-154

- Collect samples of soil and aggregate for purpose of performing Standard Proctor (ASTM C698) tests.
- Observation of grading activities including subgrades and identify any unacceptable materials or soft zones prior to placement of any fill or base rock. Observe and test remedial work in unsuitable areas that are found during subgrade evaluations.
- Measure in place density and moisture content of soil and granular material via nuclear density guage.

CAST-IN-PLACE CONCRETE (P-610/P-501)

- Perform field tests on structural and site concrete to measure slump, temperature and air content.
- Prepare compressive strength test specimens during placement of concrete and complete laboratory compressive strength tests on those samples at the specified dates.
For P-610: One (1) set of six (6) 4x8 cylinders will be cast every 100 CY with additional sets every 100 CY or fraction there-of.
For P-501: One (1) set of two (2) 6x12 cylinders will be cast per subplot, with four (4) sublots making up one (1) Lot/day's placement.
- Perform compressive strength testing on cylinders cast.
- Obtain cores cut by contractor for purpose of core photos and thickness checks.

RCP VIDEO INSPECTION

- Perform RCP video inspection of new runs of Concrete Pipe per D-701. This service will be provided by a sub, GPRS, to TSi.

PROJECT MANAGEMENT

- Attend project meetings(as requested).
- Provide project management for our scope of services.
- Report the results of our services.
- At end of the project, provide a closeout letter.

3.0 STAFFING & DOCUMENTATION

A Technician will perform the on-site construction documentation and materials testing services. Our Construction Services Manager will perform daily supervision of the technician's activities. Supervision would consist of reviewing daily field reports and daily communications with the field technicians in order to establish that construction is being performed in accordance with the project plans, specifications, and good engineering and construction practices.

TSi will document data and pertinent observations made in the field using our reporting software. Concrete Reports will be prepared for each set of cylinders tested in our laboratory. After office review and approval, final copies of field and laboratory reports will be sent to all designated parties involved in the project on a weekly basis.

4.0 SCHEDULE

We have estimated the hours of work at the site requiring TSi's services based on a review of the preliminary schedule and project plans, provided to us via email dated April 29, 2024. Our fees provided herein are based on this preliminary schedule and estimates. Travel time is included in the site visits. The number of hours and tests described in the cost estimate does not constitute a minimum or maximum number of tests or hours that may be required for this project. TSi's services will be performed on a full/part-time basis, with additional TSi personnel scheduled when necessary for pier inspection, compaction testing, and concrete placement activities. TSi will not be responsible for scheduling our services and will not be responsible for tests or observations that are not performed due to failure to schedule our services on the project outside normal work hours. Additional services required that are outside normal work hours should be scheduled a minimum of 24 hours in advance. Scheduling personnel will be on an as-available basis, which may require changes in personnel assigned to the project. We have made assumptions that some overtime shifts will be required during this project. Should additional overtime shifts be required, our estimated total fee may change.

We recommend that the scope of services described in this proposal be provided to the person(s) who will be responsible for scheduling so that they are aware of the services that are proposed.

5.0 ASSUMPTIONS/CLARIFICATIONS

In preparing this proposal, TSi has made the following assumptions:

1. Estimate for RCP Video Inspection is based on CMT personnel meeting with TSi sub for Video Inspection. For estimate, have assume 2-days for work.
2. Due to variability in actual construction schedule, actual number of trips required to perform aforementioned scope of work could vary.

6.0 ESTIMATED COST

TSi's services for the project will be provided on a time and material basis. Based on the scope of services described herein, our estimated fee is \$ 76,768.00. The estimated fee will be adjusted for the final scope of services based on the attached unit fee schedule. The fees for any additional services that may be necessary will be billed on a unit rate basis, in accordance with the attached Unit Fee Schedule.

If overtime is required due to the contractor's schedule, an additional fee of 50% of the technician's hourly rate will be billed. We have assumed that overtime hours will be required for this project. We may not be aware of additional overtime issues prior to their occurrence.

7.0 PROJECT LIMITATIONS

TSi will perform only those services outlined previously. CMT and TSi may subsequently agree in writing to provide additional services under this agreement for additional compensation. Services provided by TSi will be consistent with the engineering standards prevailing at the time and in the area that the work is performed. No other warranty, expressed or implied, is intended.

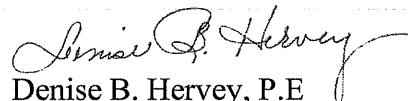
This fee estimate has been prepared using TSi's standard fee schedule and the information provided by the Client. TSi reserves the right to revise this proposal and fee estimate, at any time, if any flow down and/or contract provisions are required by Client or Owner to conform with any local, state or federal wage act requirements, including but not limited to the Davis-Bacon Act, as Amended, the McNamara-O'Hara Service Contract Act, or others, the required use of union labor, or for any required quality control and quality assurance plans, safety, security, vehicle, drug and alcohol testing, or any third party payment fees, or other requirements not specified in the Client's request for proposal or not defined in TSi's scope of services.

If this proposal is acceptable to you, please issue us a subcontract to us for the work, in accordance with the scope and fee presented in this proposal. We appreciate the opportunity to present this proposal to you for your consideration. Please feel free to call us if you have any questions or if you wish to discuss it in greater detail.

Sincerely,
TSI GEOTECHNICAL, INC.



Andrew DeClue, P.E
Director of Operations



Denise B. Herve, P.E
Principal

Cape Girardeau Airport - Reconstruct Taxiway Delta
Cape Girardeau, Missouri
Construction Materials Testing
Unit Fee Schedule



Valid for work completed prior to December 31, 2024

	Unit Cost		Qty	Estimated Amount
<u>Personnel</u>				
Principle	\$ 68.00	hour	1	\$ 68.00
Project Manager	\$ 50.00	hour	50	\$ 2,500.00
Technician	\$ 25.00	hour	400	\$ 10,000.00
Technician, OT	\$ 37.50	hour	45	\$ 1,687.50
Administrative	\$ 21.00	hour	20	\$ 420.00
			subtotal	\$ 14,675.50
Overhead	1.9354			\$ 28,402.96
Fixed Fee	14%			\$ 6,031.03
			subtotal	\$ 49,109.50
<u>Equipment/Misc. Expenses/Laboratory Testing</u>				
Nuclear Density Guage	\$ 45.00	each	21	\$ 945.00
Mileage	\$ 0.75	mile	10580	\$ 7,935.00
Standard Proctor (A/B)	\$ 235.00	each	2	\$ 470.00
Standard Proctor (C)	\$ 255.00	each	3	\$ 765.00
Specific Gravity	\$ 110.00	each	2	\$ 220.00
Gradation	\$ 100.00	each	3	\$ 300.00
Atterberg Limits	\$ 85.00	each	2	\$ 170.00
Compressive Strength of concrete cylinders	\$ 20.00	each	202	\$ 4,040.00
Cylinder Molds	\$ 1.60	each	202	\$ 323.50
Concrete Equipment	\$ 25.00	each	12	\$ 300.00
Core photos + thickness	\$ 85.00	each	52	\$ 4,420.00
Per Diem	\$ 175.00	day	15	\$ 2,625.00
RCP Video Inspection	\$ 3,000.00	day	2	\$ 6,000.00
			subtotal	\$ 27,568.50
Total Fee Estimate				\$ 76,678.00

General Notes

1. Field testing of fill density and moisture; concrete slump, air content, and temperature; and asphalt pavement density is included in the hourly rate for the field technician.
2. A 3 hour minimum will apply to all field technician services.
3. Overtime at a rate of 1.5 times the normal hourly rate will be charged for field personnel who work more than 8 hours per day or on weekends and holidays.

Cape Girardeau Airport - Reconstruct Taxiway Delta
Cape Girardeau, Missouri
Construction Materials Testing
Unit Fee Schedule



Valid for work completed prior to December 31, 2024

Unit Cost	Qty	Estimated Amount
4. Estimate built using the following Assumptions: - Four (4) trips to p/u proctors for P-152, P-209, P-219, P-154 - Five (5) trips to test compaction/observe proofroll for P-152. -Eight (8) trips to test compaction/observe proofroll for P-219 -Eight (8) trips to test compaction for P-209 - Fifteen (15) trips to test concrete for P-610 (assuming 6 4x8 cylinders cast per pour) - Twelve (12) trips to test concrete for P-501 (Assuming 2- 6x12 cylinders cast per subplot, 4 sublots per lot/days placement) - Fifteen (15) trips to p/u cylinders and return to lab. -Two (2) days for RCP Video inspection per D-701		

Exhibit A – Taxiway D (PCI Condition)



Staff: JoJo Stuart, Airport Manager
Agenda: 9/16/2024

AGENDA REPORT
Cape Girardeau City Council

24-147

SUBJECT

Agreement with Emery Sapp and Sons to reconstruct Taxiway D at the Cape Girardeau Regional Airport, Project #3-29-0013-019.

EXECUTIVE SUMMARY

On May 10, 2024, the City of Cape Girardeau received two bids to Reconstruct Taxiway D, AIP Project No. 3-29-0013-019. Two bids were received; one from Fronabarger Concreters of Oak Ridge, MO and the second bid from Emery Sapp and Sons (ESS) of Columbia, MO. ESS was the low bidder for this project with a project cost of \$2,992,679.25. Please refer to bid tabulation included for additional information.

This taxiway reconstruction includes demolishing the existing Taxiway D from Runway 2 to the intersection of Runway 10-28, drainage improvements, new airfield lighting and signage. The taxiway will be constructed utilizing the necessary taxiway design geometry and width of 35ft to continue the airport's ability to support aircraft in the ARC C-II category. Refer to Exhibit A to view the location of the taxiway reconstruction.

Emery Sapp and Sons submitted a viable bid and has experience with similar airport projects. Additionally, ESS recently completed the reconstruction of Taxiway B and select apron panel replacement successfully and under budget.

Upon careful review and consideration of both proposals submitted the recommendation by CGI staff and Crawford, Murphy, and Tilly, Inc. is to award the contract to ESS. On May 22, 2024, the Federal Aviation Administration issued a letter in concurrence with this recommendation.

BACKGROUND/DISCUSSION

The Missouri Department of Transportation (MoDOT) conducted Pavement Condition Inventory in January 2021 for National Plan of Integrated Airport Systems (NPIAS) airports. This inventory surveyed the condition of the entire airfield to provide information to assist with maintenance and repair planning. The overall condition of the airfield was rated 68 within a PCI range of 0-100. This rating indicates major rehabilitation is needed in several areas of the airfield infrastructure. Taxiway D is rated at a PCI of 50. The FAA requires a complete

reconstruction of taxiways when the PCI is 50 or lower.

Taxiway D is one of six (6) taxiways at the Cape Girardeau Regional Airport. It is a partial parallel taxiway with CGI's crosswind Runway 02-20, and is used frequently by flight training students and other general aviation traffic. The current taxiway width is 40ft; however, due to our current ARC of C-II and FAA guidelines, the taxiway will be reconstructed to 35ft.

A complete reconstruction includes demolishing the existing Taxiway D from the approach end of Runway 2 to the intersection of Runway 10-28, drainage improvements, new airfield lighting, and signage. The taxiway will be constructed utilizing the necessary taxiway design geometry and width of 35ft.

FINANCIAL IMPACT

The total cost of the agreement with Emery Sapp and Sons, attached, will total an amount not to exceed \$2,992,679.25. This agreement is to be funded with Airport Improvement Program funding with a 5% local match.

STAFF RECOMMENDATION

It is recommended the City Council approve a resolution authorizing the City Manager to enter into an agreement with Emery Sapp and Sons to reconstruct Taxiway B at the Cape Girardeau Regional Airport for an amount not to exceed \$2,992,679.25.

ATTACHMENTS:

Name:	Description:
☐ Agreement_Emery_Sapp_TaxiwayD_reconstruction.doc	Resolution
☐ CGI_019_Taxiway_D_ContractOnly.pdf	Agreement
☐ CGI_019_Taxiway_D_BidTabs_GrantApp.pdf	Bid Tabulation
☐ Katrina_Amos_Recommend_Award_05_13_24.pdf	CMT Recommendation Letter
☐ CGI_019_Award_Taxiway_D.pdf	FAA Concurrence Letter - Taxiway D
☐ Exhibit_A_-_Taxiway_D.pdf	Exhibit A - Taxiway D

BILL NO. 24-90

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH EMERY SAPP & SONS, INC., FOR RECONSTRUCTION OF TAXIWAY D AT THE CAPE GIRARDEAU REGIONAL AIRPORT

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

ARTICLE 1. The City Manager, for and on behalf of the City of Cape Girardeau, Missouri, is hereby authorized to execute an Agreement with Emery Sapp and Sons, Inc., for reconstruction of Taxiway D at the Cape Girardeau Regional Airport, 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 or amendments as shall be approved by the officers of the City executing the same. The officers, agents, and employees of the City are hereby authorized to execute all documents and take steps as they deem necessary and advisable to carry out and perform the purpose of this Resolution.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2024.

Stacy Kinder, Mayor

ATTEST:

Gayle L. Conrad, City Clerk



Article 3 – Contract Price

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

<u>Two Million Nine Hundred Ninety-Two Thousand Six Hundred Seventy-Nine Dollars and Twenty-Five Cents</u>	<u>(\$2,992,679.25)</u>
(Amount in Written Words)	(Amount in Numerals)

subject to the following:

- a. Said amount is based on the schedule of prices and estimated quantities stated in CONTRACTOR'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 CONTRACTOR'S stated unit prices multiplied by the associated estimated quantities.
- c. CONTRACTOR and OWNER agree that said estimated quantities are not guaranteed and that the determination of actual quantities is to be made by the OWNER'S ENGINEER.
- d. Said amount is subject to modification for additions and deductions as provided for within the Contract General Provisions.

Article 4 – Payment

Upon the completion of the work and its acceptance by the OWNER, all sums due the CONTRACTOR 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 or by reason of "Extra Work" authorized under this Contract, will be paid to the CONTRACTOR by the OWNER after said completion and acceptance.

The acceptance of final payment by the CONTRACTOR 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 CONTRACTOR in accordance with the terms set forth in the General Provisions. Progress payments shall be based on estimates prepared by the ENGINEER for the value of work performed and materials completed in place in accordance with the Contract Drawings and Specifications.

Progress payments are subject to retainage requirements as set forth in the General Provisions.

Article 5 – Contract Time

The CONTRACTOR agrees to commence work within ten (10) calendar days of the date specified in the OWNER'S Notice-to-Proceed. CONTRACTOR further agrees to complete said work within **one hundred and ten (110) 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 Provisions and as approved by the OWNER.

Article 6 – Liquidated Damages

The CONTRACTOR 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 Work is not completed within the authorized Contract Time. Furthermore, the CONTRACTOR 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 CONTRACTOR expressly agrees to pay the OWNER as liquidated damages the non-penal sum of **\$1,000.00 per Calendar day (Overall and Phase 3 Taxiway A closure); \$2,500 per hour – daily cap of \$10,000 (Phase 2 Runway 10-28 closure only); \$1,000 per hour – daily cap of \$5,000 (Phase 4 Runway 2-20 closure only)** required in excess of the authorized Contract Time.

Furthermore, the CONTRACTOR understands and agrees that:

- a. the OWNER has the right to deduct from any moneys due the CONTRACTOR, the amount of said liquidated damages.
- b. the OWNER has the right to recover the amount of said liquidated damages from the CONTRACTOR, SURETY or both.

Article 7 – CONTRACTOR'S Representations

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

Article 8 – CONTRACTOR'S Certifications

The CONTRACTOR understands and agrees that all certifications made by the CONTRACTOR within the Proposal shall apply under this Agreement as if fully rewritten herein. The CONTRACTOR further certifies the following:

- a. **Certification of Eligibility (29 CFR Part 5.5)**
 - i. By Entering into this contract, the CONTRACTOR certifies that neither he or she nor any person or firm who has an interest in the CONTRACTOR'S firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1);
 - ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - iii. The penalty for making false statements is prescribed in the U.S. Criminal Code 18 U.S.C.
- b. **Certification of Non-Segregated Facilities (41 CFR Part 60-1.8)**

The federally-assisted construction CONTRACTOR certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user restrooms or necessary dressing or sleeping areas provided to assure privacy between the sexes. The Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in its files.

Article 9 – Miscellaneous

- a. CONTRACTOR understands that it shall be solely responsible for the means, methods, techniques, sequences and procedures of construction in connection with completion of the Work.
- b. CONTRACTOR 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 CONTRACTOR 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 Memorial Drive
Gateway Tower, 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 CONTRACTOR have executed five (5) copies of this Agreement on the day and year first noted herein.

OWNER

CONTRACTOR

Name: CITY OF CAPE GIRARDEAU, MO

Name: EMERY SAPP & SONS, INC.

Address: 44 NORTH LORIMIER STREET

Address: 2301 I-70 DRIVE NW

CAPE GIRARDEAU, MO 63701

COLUMBIA, MO 65202

By: _____
Signature

By: _____
Signature

Title of Representative

Title of Representative

ATTEST:

ATTEST

By: _____
Signature

By: _____
Signature

Title

Title



Cape Girardeau Regional Airport
BID TABULATION - COMPARISON
TAXIWAY D RECONSTRUCTION

10-May-24

ITEM	DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE		EMERY SAPP & SONS, INC. COLUMBIA, MO		FRONABARGER CONCRETTERS OAK RIDGE, MO	
				UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
C-100-5.1	CONTRACTOR'S QUALITY CONTROL PROGRAM (CQCP)	LS	1	\$93,330.00	\$93,330.00	\$145,000.00	\$145,000.00	\$210,000.00	\$210,000.00
C-102-5.1	INSTALLATION AND REMOVAL OF SILT FENCE	LF	3,175	\$6.50	\$20,637.50	\$5.75	\$18,256.25	\$7.00	\$22,225.00
C-102-5.2	INLET PROTECTION	EA	2	\$225.00	\$450.00	\$285.00	\$570.00	\$350.00	\$700.00
C-102-5.3	HEAVY DUTY EROSION CONTROL BLANKET	SY	3,670	\$6.00	\$22,020.00	\$5.25	\$19,267.50	\$6.00	\$22,020.00
C-105-5.1	MOBILIZATION (MAXIMUM 10% OF PROJECT COST)	LS	1	\$311,100.00	\$311,100.00	\$285,000.00	\$285,000.00	\$330,000.00	\$330,000.00
P-101-5.1	PAVEMENT REMOVAL, 10.5" PCC	SY	8,122	\$30.00	\$243,660.00	\$14.00	\$113,708.00	\$30.00	\$243,660.00
P-101-5.2	PAVEMENT REMOVAL, 2.5" AND VARIABLE HMA SURFACE ON 10.5" PCC	SY	296	\$31.00	\$9,176.00	\$39.00	\$11,544.00	\$20.00	\$5,920.00
P-101-5.3	PAVEMENT REMOVAL, 13" PCC	SY	853	\$35.00	\$29,855.00	\$24.00	\$20,472.00	\$30.00	\$25,590.00
P-152-5.1	UNCLASSIFIED EXCAVATION, ON-SITE PLACEMENT	CY	1,391	\$25.00	\$34,775.00	\$8.50	\$11,823.50	\$30.00	\$41,730.00
P-152-5.2	UNCLASSIFIED EXCAVATION, OFF-SITE HAUL	CY	1,629	\$50.00	\$81,450.00	\$22.50	\$36,652.50	\$45.00	\$73,305.00
P-152-5.3	UNCLASSIFIED EXCAVATION, UNDERCUT	CY	302	\$75.00	\$22,650.00	\$38.00	\$11,476.00	\$45.00	\$13,590.00
P-209-5.1	6" CRUSHED AGGREGATE BASE COURSE	SY	8,574	\$18.00	\$154,332.00	\$26.00	\$222,924.00	\$20.00	\$171,480.00
P-219-5.1	12" CRUSHED RECYCLED CONCRETE PAVEMENT SUB-BASE	SY	8,574	\$28.00	\$240,072.00	\$28.25	\$242,215.50	\$30.00	\$257,220.00
P-501-8.1	6" PORTLAND CEMENT CONCRETE PAVEMENT	SY	8,140	\$130.00	\$1,058,200.00	\$84.50	\$687,830.00	\$155.00	\$1,261,700.00
P-501-8.2	PCC LONGITUDINAL CRACK ROUT AND SEAL	LF	300	\$10.00	\$3,000.00	\$6.00	\$1,800.00	\$25.00	\$7,500.00
P-620-5.1	AIRFIELD PAVEMENT MARKING, WHITE, REFLECTIVE	SF	915	\$5.25	\$4,803.75	\$3.30	\$3,019.50	\$4.00	\$3,660.00
P-620-5.2	AIRFIELD PAVEMENT MARKING, YELLOW, REFLECTIVE	SF	2,540	\$5.25	\$13,335.00	\$3.30	\$8,382.00	\$4.00	\$10,160.00
P-620-5.3	AIRFIELD PAVEMENT MARKING, BLACK, NON-REFLECTIVE	SF	4,165	\$3.50	\$14,577.50	\$2.20	\$9,163.00	\$3.00	\$12,495.00
P-620-5.4	AIRFIELD PREFORMED THERMOPLASTIC MARKING - SURFACE PAINTED HOLD SIGNS (INSTALLATION)	SF	185	\$15.00	\$2,775.00	\$22.00	\$4,070.00	\$30.00	\$5,550.00
P-620-5.5	AIRFIELD PREFORMED THERMOPLASTIC MARKING - SURFACE PAINTED HOLD SIGNS (MATERIAL)	SF	185	\$15.00	\$2,775.00	\$22.00	\$4,070.00	\$30.00	\$5,550.00
P-620-5.6	AIRFIELD PAVEMENT MARKING REMOVAL, ON PCC	SF	3,020	\$5.25	\$15,855.00	\$1.65	\$4,983.00	\$3.00	\$9,060.00
P-620-5.7	AIRFIELD PAVEMENT MARKING REMOVAL, ON HMA	SF	125	\$7.50	\$937.50	\$28.00	\$3,500.00	\$35.00	\$4,375.00
P-620-5.8	AIRFIELD TEMPORARY PAVEMENT MARKING, REFLECTIVE	SF	1,000	\$4.00	\$4,000.00	\$3.35	\$3,350.00	\$4.00	\$4,000.00
P-620-5.9	AIRFIELD TEMPORARY PAVEMENT MARKING, NON-REFLECTIVE	SF	1,000	\$2.50	\$2,500.00	\$3.35	\$3,350.00	\$4.00	\$4,000.00
D-701-5.1	21" CLASS IV REINFORCED CONCRETE PIPE	LF	207	\$200.00	\$41,400.00	\$175.00	\$36,225.00	\$150.00	\$31,050.00
D-701-5.2	21" CLASS IV CONCRETE PIPE FLARED END SECTION	EA	1	\$1,800.00	\$1,800.00	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00
D-701-5.3	24" x 38" ELLIPTICAL CLASS IV REINFORCED CONCRETE PIPE	LF	427	\$370.00	\$157,990.00	\$310.00	\$132,370.00	\$250.00	\$106,750.00
D-701-5.4	24" x 38" ELLIPTICAL CLASS IV CONCRETE PIPE FLARED END SECTION	EA	2	\$2,700.00	\$5,400.00	\$4,350.00	\$8,700.00	\$3,000.00	\$6,000.00
D-701-5.5	REINFORCED CONCRETE PIPE REMOVAL	LF	420	\$25.00	\$10,500.00	\$18.00	\$7,560.00	\$85.00	\$35,700.00
D-701-5.6	EXISTING FLARED END SECTION REMOVAL	EA	2	\$200.00	\$400.00	\$350.00	\$700.00	\$1,500.00	\$3,000.00
D-705-5.1	6" PERFORATED UNDERDRAIN PIPE	LF	3,864	\$35.00	\$135,240.00	\$56.00	\$216,384.00	\$65.00	\$251,160.00
D-705-5.2	6" NON-PERFORATED UNDERDRAIN PIPE	LF	600	\$45.00	\$27,000.00	\$56.00	\$33,600.00	\$65.00	\$39,000.00
D-705-5.3	UNDERDRAIN CLEANOUT	EA	15	\$2,000.00	\$30,000.00	\$1,450.00	\$21,750.00	\$1,200.00	\$18,000.00
D-705-5.5	UNDERDRAIN COLLECTION STRUCTURE	EA	10	\$3,000.00	\$30,000.00	\$3,990.00	\$39,900.00	\$1,200.00	\$12,000.00
D-705-5.6	UNDERDRAIN OUTLET AGGREGATE PIT	EA	10	\$1,200.00	\$12,000.00	\$1,000.00	\$10,000.00	\$1,200.00	\$12,000.00
D-751-5.1	NEW STANDARD INLET	EA	1	\$10,000.00	\$10,000.00	\$12,650.00	\$12,650.00	\$14,500.00	\$14,500.00
D-751-5.2	NEW LARGE INLET	EA	1	\$18,000.00	\$18,000.00	\$26,000.00	\$26,000.00	\$26,500.00	\$26,500.00
D-751-5.3	INLET REMOVAL	EA	2	\$500.00	\$1,000.00	\$500.00	\$1,000.00	\$4,000.00	\$8,000.00
T-901-5.1	HYDROSEEDING	AC	6	\$3,000.00	\$17,400.00	\$2,250.00	\$13,050.00	\$2,500.00	\$14,500.00
T-904-5.1	AIRPORT SODDING	SY	1,385	\$12.00	\$16,620.00	\$19.00	\$26,315.00	\$21.00	\$29,085.00
T-905-5.1	TOPSOILING (2" THICKNESS)	CY	1,549	\$30.00	\$46,470.00	\$29.00	\$44,921.00	\$40.00	\$61,960.00
T-908-5.1	HYDROMULCHING	AC	6	\$3,000.00	\$17,400.00	\$4,600.00	\$26,680.00	\$5,000.00	\$29,000.00
L-108-5.1	1/C, #8, L-824, TYPE C, 5 kV CABLE	LF	3,500	\$3.50	\$12,250.00	\$3.90	\$13,650.00	\$5.00	\$17,500.00
L-108-5.2	2/C, #8, L-824, TYPE C, 5 kV CABLE	LF	1,850	\$4.00	\$7,400.00	\$7.75	\$14,337.50	\$9.00	\$16,650.00
L-108-5.3	1/C, #6 BARE COPPER GUARD WIRE (COUNTERPOISE)	LF	4000	\$3.25	\$13,000.00	\$4.00	\$16,000.00	\$5.00	\$20,000.00
L-108-5.4	GROUND ROD - 3/4" X 10" (BASE CANS AND COUNTERPOISE SYSTEM)	EA	85	\$225.00	\$19,125.00	\$375.00	\$31,875.00	\$425.00	\$36,125.00
L-110-5.1	4-WAY, 2" PVC CONCRETE ENCASED ELECTRICAL DUCT	LF	287	\$200.00	\$57,400.00	\$150.00	\$43,050.00	\$175.00	\$50,225.00
L-110-5.2	1-2" PVC ELECTRICAL DUCT - DIRECT EARTH BURIED	LF	5100.0	\$12.00	\$61,200.00	\$6.00	\$30,600.00	\$7.00	\$35,700.00
L-110-5.3	ASBESTOS CEMENT DUCT REMOVAL (AS NECESSARY)	LF	110	\$100.00	\$11,000.00	\$80.00	\$8,800.00	\$200.00	\$22,000.00
L-110-5.4	ASBESTOS CEMENT CONDUIT IN DUCT BANK REMOVAL (AS NECESSARY)	LF	250	\$250.00	\$62,500.00	\$60.00	\$15,000.00	\$200.00	\$50,000.00
L-110-5.4	REMOVE CONCRETE ENCASED ELECTRICAL DUCT BANK (VARIOUS SIZES)	LF	121	\$60.00	\$7,260.00	\$60.00	\$7,260.00	\$60.00	\$7,260.00
L-115-5.1	4' X 4' X 4' PRECAST HIGH VOLTAGE HAND HOLE (HS-20 RATED)	EA	6	\$11,250.00	\$67,500.00	\$10,650.00	\$63,900.00	\$12,000.00	\$72,000.00
L-125-5.1	NEW L-861T(L) BASE MOUNTED LED TAXIWAY EDGE LIGHT IN TURF	EA	62	\$1,500.00	\$93,000.00	\$1,325.00	\$82,150.00	\$1,500.00	\$93,000.00
L-125-5.2	NEW L-858(L) LED LIGHTED AIRFIELD GUIDANCE SIGN	EA	9	\$7,000.00	\$63,000.00	\$7,650.00	\$68,850.00	\$8,650.00	\$77,850.00
L-125-5.3	MODIFY EXISTING LIGHTED AIRFIELD GUIDANCE SIGN - PANEL MODIFICATION	EA	1	\$750.00	\$750.00	\$1,325.00	\$1,325.00	\$1,500.00	\$1,500.00
L-125-5.4	REMOVE AIRFIELD GUIDANCE SIGN AND BASE	EA	10	\$1,200.00	\$12,000.00	\$665.00	\$6,650.00	\$750.00	\$7,500.00
L-125-5.5	REMOVE BASE MOUNTED TAXIWAY EDGE LIGHT	EA	56	\$325.00	\$18,200.00	\$275.00	\$15,400.00	\$315.00	\$17,640.00
L-125-5.6	TEMPORARY CONNECTIONS	LS	1	\$10,000.00	\$10,000.00	\$6,100.00	\$6,100.00	\$6,900.00	\$6,900.00
SP-1-5.1	EXISTING PCC PAVEMENT - SPALL REPAIRS	SF	100	\$350.00	\$35,000.00	\$350.00	\$35,000.00	\$150.00	\$15,000.00

PREPARED BY:



SUBTOTAL = \$3,515,471.25 SUBTOTAL = \$2,992,679.25 SUBTOTAL = \$3,992,545.00



May 13, 2024

Mrs. Katrina Amos
Airport Manager
Cape Girardeau Regional Airport
860 Limbaugh Drive
Cape Girardeau, MO 63701

Re : *Cape Girardeau Regional Airport
Taxiway Delta Reconstruction
AIP Project No. 3-29-0013-019
CMT Project Number: 22004953.00*

Recommendation to Award

Dear Mrs. Amos,

We have reviewed the information on the bid received on May 10, 2024 for the above referenced project. Based upon our review of the bid proposals received, the lowest responsible bidder is:

Emery Sapp & Sons, Inc.
2370 I-70 Drive NW
Columbia, MO 65202

As of this date, Emery Sapp & Sons, Inc., is not debarred, suspended, or otherwise ineligible to participate in a project funded with federal money. Therefore, based upon the Tabulation of Bids and the available budget, CMT recommends that the contract for the above referenced project be awarded to Emery Sapp & Sons, Inc. in the amount of \$2,992,679.25, once funding becomes available.

We are submitting with this letter the Tabulation of Bids and Bid Proposal from Emery Sapp & Sons, Inc., along with a copy of their Bid Bond. Upon the City/Airport concurrence, please send these documents along with the enclosed cover letter to FAA for their formal review at the following address:

Mr. Justin Collier
FAA Central Region Airports Division
901 Locust St., Room 364
Kansas City, MO 64016-2325

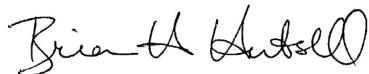
Mrs. Katrina Amos

May 13, 2024

Page 2 of 2

Once FAA gives their authorization to award, I will send you a copy of the Notice of Award that will need to be sent to the contractor. If you have any questions, do not hesitate to contact me at 314-571-9077 or by e-mail at bhutsell@cmtengr.com. I am also e-mailing you an electronic copy of the letter for you to send to the FAA in the event that you would like to make changes.

Sincerely,
CRAWFORD, MURPHY & TILLY, INC.



Brian Hutsell, P.E.
Project Engineer

Enclosures: Cover Letter, Tabulation of Bids, Bid Proposal from Emery Sapp & Sons, Inc. (w/ MRCC Inserts and Bid Bond)

CC: Mr. Justin Collier, FAA (pdf copy)



U.S. Department
of Transportation

**Federal Aviation
Administration**

Central Region
Iowa, Kansas,
Missouri, Nebraska

901 Locust
Kansas City, Missouri 64106
(816) 329-2600

May 22, 2024

Ms. Katrina Amos, C.M.
Airport Manager
Cape Girardeau Regional Airport
860 Rush H. Limbaugh Jr. Memorial Drive
Cape Girardeau, MO 63703

Re: Cape Girardeau Regional Airport (CGI); Cape Girardeau, MO
AIP No. 3-29-0013-019
Reconstruct Taxiway E

Subject: Concurrence in Award

Dear Ms. Amos:

Concurrence in Award of Construction Contract

We concur in the award of the contract to Emery Sapp & Sons, Inc. for \$2,992,679.25 for the development proposed by this project. Be advised that our concurrence represents a determination for eligibility of costs and the grant is not final until an offer has been issued.

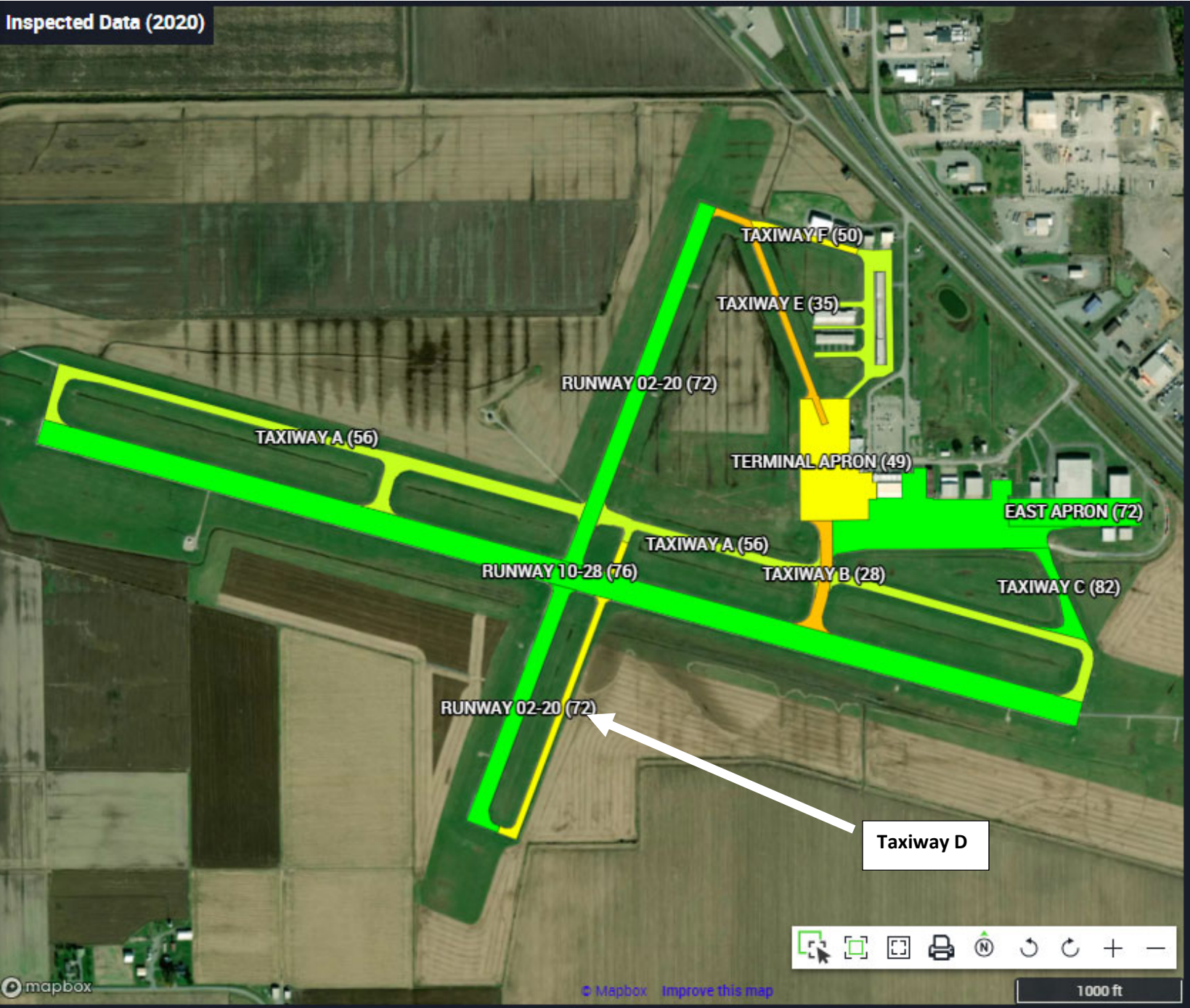
Questions

If you have any questions, please contact me at (816) 329-2635 or justin.k.collier@faa.gov.

Sincerely,

Justin Collier, P.E.
State Airport Engineer - Missouri Primaries

Exhibit A – Taxiway D (PCI Condition)



Staff: Doug Gannon, Parks and
Recreation Director
Agenda: 9/16/2024

AGENDA REPORT
Cape Girardeau City Council

24-148

SUBJECT

A Resolution authorizing the City Manager to execute an Agreement with BOLD Marketing, in the City of Cape Girardeau, Missouri to provide marketing services for the Convention and Visitors Bureau.

EXECUTIVE SUMMARY

The Convention and Visitors Bureau has historically engaged a local Marketing and Advertising Firm to develop and execute high level and sophisticated marketing services to promote Cape Girardeau tourism. BOLD marketing submitted the low bid for the contract. Services that will be included within the contract will be general account services to include social media content development, scheduling and updating; account management; campaign creative and full development; social and digital paid ad development; optimization, analysis and reporting of all ad platforms; Blog and newsletter development; video and photography services; grant support; full media support and strategic planning. In addition, BOLD will develop campaigns and place targeted ads as part of the contract. Engaging BOLD Marketing to perform these functions will effectively and professionally promote Cape Girardeau as a destination for tourism, business travel and entertainment.

BACKGROUND/DISCUSSION

A Request for Proposal (RFP) was advertised by the City of Cape Girardeau for firms interested in providing marketing services for the Convention and Visitors Bureau. Two responses were received and reviewed with BOLD Marketing submitting the low bid. The Convention and Visitors Bureau has historically utilized the services of a Marketing and Advertising Firm to promote Cape Girardeau tourism.

FINANCIAL IMPACT

The low bid for Convention and Visitors Bureau marketing services was \$73,200. This amount could flex somewhat based on the number of campaigns developed and the number of targeted ad placements utilized at the request of Convention and Visitor Bureau leadership. The contract was put out for public bid and BOLD Marketing submitted the low bid.

SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS

Activities that are involved in marketing Cape Girardeau to attract visitors and events need to be done by a professional firm that has a high level of client resources and expertise. Engaging BOLD Marketing to provide marketing services for the Convention and Visitors Bureau will ensure very effective regional and state wide exposure for Cape Girardeau.

STAFF RECOMMENDATION

Staff recommends Council approve a Resolution authorizing the City Manager to execute an agreement with BOLD Marketing for marketing services for the Convention and Visitors Bureau.

ATTACHMENTS:

Name:	Description:
📎 Agreement_BOLD_Marketing_2024-26.doc	Resolution
📎 2024.VisitCape.BOLD.Agreement.Final.docx	BOLD Marketing Contract

BILL NO. 24-91

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH BOLD MARKETING, LLC, FOR CONVENTION AND VISITORS BUREAU MARKETING SERVICES

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 BOLD Marketing, LLC, for Convention and Visitors Bureau Marketing Services for the period of September 2024 through June 2026. 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 or amendments as shall be approved by the officers of the City executing the same. The officers, agents, and employees of the City are hereby authorized to execute all documents and take steps as they deem necessary and advisable to carry out and perform the purpose of this Resolution.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2024.

Stacy Kinder, Mayor

ATTEST:

Gayle L. Conrad, City Clerk





VISITCAPE + BOLD Marketing Services Agreement (September 2024 through June 2026)

This Agreement, entered into as of the _____ day of September 2024, City of Cape Girardeau (herein called “Client” or “Principal”), and **BOLD Marketing, LLC** (herein called “Agent” or “Agency”), confirm the understanding of both parties pertaining to the contractual relationship set forth herein.

PRINCIPAL/AGENT RELATIONSHIP

This Marketing Services Agreement (herein called “Agreement”) is an agreement of Principal/Agent only and is not under any circumstances whatsoever to be deemed, nor is it the intent of the parties hereto, to be construed as a joint venture or partnership, but only as a Principal/Agent relationship.

AGENCY COMPENSATION

It is mutually agreed by and between Agency and Client that the Client will compensate the Agency for services outlined under the heading Scope of Services listed in the Agreement. The monthly retainer fee for the outlined services is \$4,000 per month and is at an estimated 40 hours per month of account service. In addition, BOLD will be compensated for time invested in the campaign development, placement, monitoring, optimization and analysis of Google Paid Ads, retargeting, display, search and YouTube. Out-of-pocket spend for targeted ad placements is at the approval of the Parks and Recreation Director and will be added to the monthly invoice as utilized (e.g. social paid ads \$600 per month).

TERMINATION OF AGREEMENT

In the event either of the parties to this Agreement should desire or elect to terminate this Agreement at any time, or in the event that either party should find it impractical to continue said relationship, it is specifically agreed by both of the said parties that either party can notify the other party in writing of his/her desire to terminate the Agreement. The said written notice shall be effective 120 days after the notice is given. This notice is needed to cover personal time involved in assignments, in preparing all materials and records for transfer to Client and assuring fair treatment for Agency personnel involved.

TERM AND OPTION TO EXTEND

The initial Term of this Agreement shall be for a period of twenty two (22) months and shall commence on September 1, 2024 through June 30, 2026 or until terminated by either party in accordance with the provisions under the Termination of the Agreement herein. If either party does not provide notice sixty (60) days written notice prior to the end of the Term, then this Agreement will automatically renew for successive one-year terms and this Agreement will continue to renew on a yearly basis unless either party provides written notice of the intent to terminate the Agreement within that sixty (60) day time period prior to the end of each Term.

PROTECTION OF CLIENT

No major out-of-pocket expenses will be undertaken by the Agency without Client approval. All information, facts and figures that come to our attention will be handled in a most confidential manner.

PROTECTION OF AGENCY

While it is understood that the Agency will take all prudent care possible in the development of any material to be issued, the Agency cannot undertake to verify facts supplied by the Client and shall not be liable for any

WHATEVER IT TAKES.



losses, claims, damages, obligations, expenses or liability which may occur based on information, representations, reports, or data furnished by the Client, provided that Client has given prior approval to the manner used by the Agency in distributing such information.

Client will designate who within the organization may sign approvals and/or give authorizations for any materials provided, additional expenses incurred, action steps required, etc.

SCOPE OF SERVICES

As the Client's marketing, public relations and advertising partner, the Agency has been retained to execute planning and creative work on marketing, public relations and advertising projects needed to promote the Client.

1. Social media content development, schedule, update
2. Account management, Client meetings
3. Campaign creative and full development
4. Social and digital paid ad development, approvals and submission to publications
5. Optimization, analysis and reporting of all ad platforms
6. Blog development, newsletter development
7. Video and photography services as outlined in the proposal
8. Grant support as outlined in the proposal
9. Full media support as outlined in the proposal
10. Strategic guidance and consultation as needed
11. Other requests as they arise to support VisitCape's marketing goals

STANDARDS OF QUALITY

The Client agrees to work with the Agency toward a common goal of creating professional advertising projects that maintain a high level of quality. To ensure this, the Client agrees to the following:

- a) The Agency will spearhead the planning and creative work on all advertising, public relations and event projects, as well as the coordination and follow-through on designated VisitCape projects.

APPROVAL AND ESTIMATES FOR WORK PERFORMED

The Agency will submit all advertising plans and campaigns, copy, layouts, artwork, storyboards, scripts, and media schedules to the Client for approval, along with written estimates when requested. No advertising or outside services will be contracted for the Client unless previously authorized by the Client. The Client may request changes or cancellations, or stop any work in progress, provided they are within the agency's contractual obligations. Where changes or cancellations are requested on previously approved work, the Client will reimburse the Agency for unrecoverable charges or expenses.

OWNERSHIP, CUSTODY AND CONTROL OF PROPERTY

The Client will own all rights to hard copy and electronic versions of advertising projects that have been invoiced and paid for.

CONFIDENTIALITY

The Agency shall maintain the confidentiality of all information designated by the Client as being secret or confidential

WHATEVER IT TAKES.

LIABILITY

- a) The Agency shall not be held liable for failure of media or suppliers to meet their obligations.
- b) The Agency shall not be liable for delay, or omission, or error, in any advertisement in the absence of willful fault or neglect.
- c) Nothing in this Agreement shall be deemed to require the Agency to undertake any campaign or prepare any advertising or publicity that in the Agency’s judgment is misleading, libelous, unlawful, indecent, or otherwise prejudicial to the Agency or the Client’s interest.

SIGNATURES

This Agreement constitutes the sole agreement between BOLD Marketing and the City of Cape Girardeau regarding this marketing services agreement.

The undersigned hereby agree to the terms, conditions and stipulations of this agreement on behalf of his or her organization or business.

AGREED TO:

Client

By: _____ Date: _____

Title: _____

Name of Organization: City of Cape Girardeau

Provider

By: _____ Date: _____

Dana Thomas, President / Owner
BOLD Marketing, LLC
PO Box 2318
Cape Girardeau, MO 63702

WHATEVER IT TAKES.



Staff: Lisa Mills, Finance Director
Agenda: 9/16/2024

AGENDA REPORT
Cape Girardeau City Council

24-150

SUBJECT

An Ordinance approving the appropriation of unappropriated operating, capital expenditures and transfers for the fiscal year ending June 30, 2024.

EXECUTIVE SUMMARY

The attached appropriation ordinance is submitted at this time to cover expenditures incurred during the fiscal year ended June 30, 2024.

BACKGROUND/DISCUSSION

Article 1 of the attached ordinance appropriates the following operating expenditures:

Parks & Recreation Fund related expenditures totaling \$41,349 for various additional equipment funded by the Parks & Recreation Foundation including Osage Center sound & fitness equipment, Cape Aquatic Equipment, and various other recreation equipment.

Parks & Recreation Fund related expenditures totaling \$27,208 for equipment repairs and maintenance that exceeded budgets.

Parks & Recreation Fund related expenditures totaling \$11,783 for program related expenditures funded by the increase in program revenues.

Health Fund related expenditures totaling \$4,900 for lawn care services exceeding budgeted amounts.

Golf Course Fund related expenditure totaling \$11,200 for additional part-time payroll funded by increased revenues.

Article 2 of the attached ordinance appropriates the following capital expenditures:

Capital Improvements at the Cape Regional Airport for Design and Bidding Phases of the Taxiway D and Taxiway E & F projects, \$470,611.94. These projects will be 95% funded by the Airport Improvement Program (AIP).

Public Safety Trust Fund II expenditures totaling \$77,221 for a vehicle funded by Assistance to Firefighter Grants Program (AFG).

Transportation Trust Fund VI - \$652,750 for the 2024 Asphalt Overlay program project costs that were not included in the original budget.

Transportation Trust Fund VI- \$990,000 for sidewalk improvements, funded 69% by TAP Grants. The improvement projects were not included in the original budget.

Capital Improvement Sales Tax –General Improvements - \$224,000 additional street repairs not included in the original budget.

General Capital Improvements - \$66,748 for replacement of the Capaha Field Fence. The improvement is funded by Southeast Missouri State University, Parks Foundation, Capahas and the Parks Department.

Parks/Stormwater Sales Tax-Capital Fund \$5,045 for additional cost of fleet purchase for parks that was not budgeted.

Article 3 of the attached ordinance appropriates additional transfers between funds:

Public Safety Trust Fund II to the General Fund - \$176,830 to cover additional required tax revenue transfer for funding public safety salaries.

Additional transfers totaling \$60,270 from Parks/Stormwater Sales Tax to related capital improvement funds, required as a result of sales tax collections.

Additional transfers totaling \$353,660 for Fire Sales Tax Fund to the General Fund to cover additional required tax revenue transfers, funding transfers to Public Safety Trust.

Additional transfers totaling \$75,600 from Parks and Stormwater Tax to Parks Operating for transfer of tax revenue.

Transfer to the General Fund for \$10,933 from the Community Development Bock Grant Project to close the fund.

FINANCIAL IMPACT

The funding for all of these items is from fund balance or additional revenues received throughout the fiscal year due to increases in revenue sources.

STAFF RECOMMENDATION

Staff recommends approval of this ordinance appropriating fund for the operating expenditures, capital expenditures, and transfers for the fiscal year ending June 30, 2024.

<u>ATTACHMENTS:</u>	
Name:	Description:
☐ YE Appropriations for 2024.doc	Ordinance

AN ORDINANCE APPROPRIATING FUNDS FOR OPERATING EXPENDITURES, CAPITAL EXPENDITURES, AND TRANSFERS FOR THE FISCAL YEAR ENDING JUNE 30, 2024, 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 Council of the City of Cape Girardeau, Missouri, hereby appropriates from the unappropriated balance of the identified funds, for expenditures during the fiscal year ending June 30, 2024, for operating expenditures in the following amounts:

Parks and Recreation Fund: Forty-One Thousand Three Hundred Forty-Nine Dollars (\$41,349.00) for Osage Center sound and fitness equipment, Cape Aquatic equipment, and various other recreation equipment.

Parks and Recreation Fund: Twenty-Seven Thousand Two Hundred Eight Dollars (\$27,208.00) for equipment repairs and maintenance that exceeded budgets.

Parks and Recreation Fund: Eleven Thousand Seven Hundred Eighty Three Dollars (\$11,783.00) for program related expenditures funded by the increase in program revenues.

Health Fund: Four Thousand Nine Hundred Dollars (\$4,900.00) for lawn care services exceeding budgeted amounts.

Golf Course Fund: Eleven Thousand Two Hundred Dollars (\$11,200.00) for additional part-time payroll funded by increased revenues.

ARTICLE 2. The City Council of the City of Cape Girardeau, Missouri, hereby appropriates from the unappropriated balance of the identified funds for additional capital expenditures during the fiscal year ending June 30, 2024, in the following amounts:

Airport Fund: Four Hundred Seventy Thousand Six Hundred Eleven Dollars and Ninety-Four Cents (\$470,611.94) for the design and bidding phases of the Taxiway D and Taxiway E and F Projects at the Cape Girardeau Regional Airport.

Public Safety Trust Fund II: Seventy Seven Thousand Two Hundred Twenty One Dollars (\$77,221.00) for a vehicle funded by Assistance to Firefighters Grants Program (AFG).

Transportation Trust Fund VI: Six Hundred Fifty Two Thousand Seven Hundred Fifty Dollars (\$652,750.00) for the 2024 Asphalt Overlay Program, and Nine Hundred Ninety Thousand Dollars (\$990,000.00) for sidewalk improvements.

Capital Improvement Sales Tax/General Improvement Fund: Two Hundred Twenty Four Thousand Dollars (\$224,000.00) for additional street repairs not included in original budget.

General Capital Improvement Fund: Sixty Six Thousand Seven Hundred Forty Eight Dollars (\$66,748.00) for replacement of the Capaha Field Fence.

Parks/Stormwater Sales Tax/Capital Fund: Five Thousand Forty Five Dollars (\$5,045.00) for additional cost of fleet purchase for Parks that was not budgeted.

ARTICLE 3. The City Council of the City of Cape Girardeau, Missouri, hereby appropriates from the unappropriated balance of the identified funds for expenditure during the fiscal year ending June 30, 2024, for additional transfers between funds in the following amounts:

Public Safety Trust Fund II to the General Fund: One Hundred Seventy Six Thousand Eight Hundred Thirty Dollars (\$176,830.00) to cover additional required tax revenue transfer.

Parks/Stormwater Sales Tax - Capital II Fund to related Capital Improvement Funds: Sixty Thousand Two Hundred Seventy Dollars (\$60,270.00) additional transfer required as a result of sales tax collections.

Fire Sales Tax Fund to the General Fund: Three Hundred Fifty Three Thousand Six Hundred Sixty Dollars (\$353,660.00) additional transfers to cover additional required tax revenue transfers, including funding transfers to Public Safety Trust.

Parks/Stormwater Sales Tax to Parks Operating Fund: Seventy Five Thousand Six Hundred Dollars (\$75,600.00) for transfer of tax revenue.

Community Development Block Grant Project Fund to the General Fund: Ten Thousand Nine Hundred Thirty Three Dollars (\$10,933.00) to close the fund.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2024.

Stacy Kinder, Mayor

ATTEST:

Gayle L. Conrad, City Clerk



Staff: Gayle L. Conrad, CMC/MRCC,
Director of Citizen Services/City
Agenda: Clerk
9/16/2024

MEMORANDUM
Cape Girardeau City Council

24-019

SUBJECT

Silver Springs Community Improvement District Annual Report Fiscal Year ending June 30, 2024.

EXECUTIVE SUMMARY

As required under Missouri State Statute, the attached annual report is submitted to the City for its official records.

BACKGROUND/DISCUSSION

GENERAL DIRECTION

ATTACHMENTS:

Name:	Description:
Annual DED City report f y ending June 30 2024 SIGNED.1.pdf	Silver Springs CID FYE Report 23-24

**SILVER SPRINGS COMMUNITY IMPROVEMENT DISTRICT
ANNUAL REPORT
FISCAL YEAR ENDED JUNE 30, 2024**

This Annual Report is submitted to the City of Cape Girardeau, Missouri (the "City") the Missouri Department of Revenue, the Office of State Auditor and the Missouri Department of Economic Development in accordance with the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the "CID Act").

On May 2, 2022, the City Council of the City approved Ordinance No. 5535, which became effective on May 12, 2022, approving the establishment of the Silver Springs Community Improvement District (the "District") as a political subdivision of the State of Missouri in accordance with the CID Act and authorizing the implementation of the below-described project.

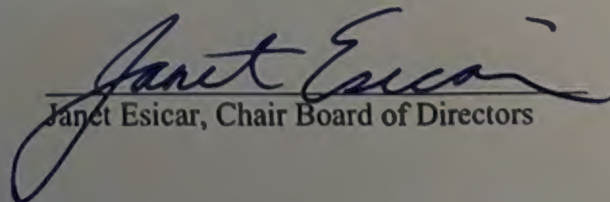
The project consists generally of providing funding for those powers of a district provided under Section 67.1461 of the CID Act and various public improvements, within the proposed District's boundaries, which public improvements are anticipated to be made in connection with the development, operation and maintenance of a new commercial retail development within the District (together with any public improvements, activities or services outlined and further described in the Petition for the Creation of a Community Improvement District attached as Exhibit A to Ordinance No. 5535), as allowed under the CID Act.

On May 25, 2022, in accordance with the CID Act, the Board of Directors of the District adopted Resolution No. 22-003 authorizing the imposition of a community improvement district sales and use tax at the rate of one percent (1%) from the date on which such tax is first imposed until no later than May 12, 2049 (the "CID Sales Tax").

During the fiscal year ended June 30, 2024, (the "Fiscal Year") the District received CID Sales Tax revenues of approximately \$141,306.14 along with interest income of \$1,892.53. The District had expenses totaling approximately \$146,064.85 during the Fiscal Year.

Included with this report are copies of the written resolutions approved by the District during the Fiscal Year.

**SILVER SPRINGS COMMUNITY
IMPROVEMENT DISTRICT**


Janet Esicar, Chair Board of Directors



WITNESS my hand and official seal this 4th day of September, 2024.

ATTEST:



Assistant Secretary, Board of Directors

COPIES OF RESOLUTIONS APPROVED DURING
FISCAL YEAR ENDED JUNE 30, 2024, ARE ATTACHED

RESOLUTION NO. 24-001

A RESOLUTION OF THE SILVER SPRINGS COMMUNITY IMPROVEMENT DISTRICT APPROVING A CERTIFICATE OF REIMBURSABLE CID OPERATING COSTS NO. 1; AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH

WHEREAS, pursuant to the Community Improvement District Act, Sections 67.2401 to 67.1571 of the Revised Statutes of Missouri, as amended (the “*CID Act*”), the City of Cape Girardeau, Missouri adopted Ordinance No. 5535, effective as of May 12, 2022, (the “*CID Ordinance*”), establishing the Silver Springs Community Improvement District (the “*CID*” or “*District*”) as a political subdivision of the State of Missouri; and

WHEREAS, pursuant to the CID Ordinance, the CID is authorized to impose a sales and use tax at a rate of up to one percent (1%) (the “*CID Sales Tax*”) on all eligible retail sales made in the CID in accordance with Section 67.1545 of the CID Act; and

WHEREAS, the CID Ordinance provides for the District to fund various public improvements within the District’s boundaries, which public improvements are anticipated to be made in connection with the development, operation and maintenance of a new commercial retail development (as further described herein and in the CID Ordinance, the “*CID Project*”), and further provides for the reimbursement of certain costs related to the construction of the CID Project as provided for in the CID Act and the CID Ordinance (the “*CID Project Costs*”) from revenues generated within the District; and

WHEREAS, on May 25, 2022, in accordance with the CID Act, the Board of Directors of the CID approved Resolution No. 22-003 authorizing the CID to impose the CID Sales Tax, which CID Sales Tax became effective following approval of the CID Sales Tax by the qualified voters of the CID at an election held in accordance with the CID Act; and

WHEREAS, pursuant to a Reimbursement Agreement (the “*Reimbursement Agreement*”) by and between AJM, LLC CAPE GIRARDEAU MO (the “*Developer*”) and the CID, among other things, the Developer has agreed to construct or cause the construction of the CID Project (hereinafter defined as in the Reimbursement Agreement) and the CID agreed to reimburse the Developer for certain Reimbursable CID Project Costs and certain Reimbursable CID Operating Costs (both hereinafter defined as in the Reimbursement Agreement); and

WHEREAS, pursuant to the Reimbursement Agreement, the Developer has submitted a Certificate of Reimbursable CID Operating Costs to the CID (the “*CID Certificate*”) accompanied by all itemized invoices, receipts or other information to allow the CID to confirm that the amounts advanced constitute Reimbursable CID Operating Costs (as defined in the Reimbursement Agreement), as permitted under the CID Act; and

WHEREAS, the CID desires to approve the verified Reimbursable CID Operating Costs, as permitted under the CID Act, contained in the CID Certificate, and to reimburse the Developer for such amounts identified therein in accordance with the Reimbursement Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SILVER SPRINGS COMMUNITY IMPROVEMENT DISTRICT, AS FOLLOWS:

Section 1. Definitions. All capitalized terms not elsewhere defined herein shall have the meanings set forth in the Reimbursement Agreement.

Section 2. Approval of CID Certificate. The CID's Board of Directors hereby approves: the CID Certificate in the amount of \$41,184.61 as set forth on **Exhibit A**, attached hereto and incorporated herein by reference, which CID Certificate evidences the submission of Reimbursable CID Operating Costs related to the CID Project, as permitted under the CID Act.

Section 3. Execution of the CID Certificate. The Chair or Vice Chair of the CID is hereby authorized and directed to execute and deliver the CID Certificate for and on behalf of and as the act and deed of the CID. The Secretary or Assistant Secretary of the CID is hereby authorized and directed to attest to the CID Certificate, if necessary.

Section 4. Payment of Reimbursable CID Operating Costs. The CID shall reimburse the Developer for verified Reimbursable CID Operating Costs related to the CID Certificate, as permitted under the CID Act, in accordance with the Reimbursement Agreement.

Section 5. CID Officers to Execute Resolution. The Chair or Vice Chair of the Board of Directors of the CID is hereby authorized and directed to execute this Resolution for and on behalf of and as the act and deed of the CID and the Secretary or Assistant Secretary of the CID is hereby authorized and directed to attest to this Resolution.

Section 6. Further Authority. All actions heretofore taken by the authorized officials, officers, representatives, agents and employees of the CID in connection with the transactions contemplated by this Resolution are hereby confirmed and approved, and the CID shall, and the officials, officers, representatives, agents and employees of the CID are hereby authorized and directed to, take such further actions, and execute and deliver such other documents and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the CID with respect to the CID Certificate.

Section 7. Severability. The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of this Resolution are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the CID has enacted the valid portions without the void ones, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 8. Governing Law. This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 9. Effective Date. This Resolution shall take effect and be in full force upon its passage by the CID's Board of Directors.

[The remainder of this page is intentionally left blank.]

Passed this 24th day of April, 2024.

I, the undersigned, Chair of the Silver Springs Community Improvement District, hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the District at a meeting held, after proper notice, on April 24, 2024.

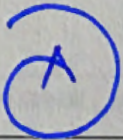


**SILVER SPRINGS COMMUNITY
IMPROVEMENT DISTRICT**


Chair, Board of Directors

WITNESS my hand and official seal this 24th day of April, 2024.

ATTEST:



Assistant Secretary, Board of Directors

EXHIBIT A

CID CERTIFICATE

(Attached hereto.)

CERTIFICATE OF REIMBURSABLE CID OPERATING COSTS

Date: APRIL 19, 2024

Silver Springs Community Improvement District
Attention: Chair

Re: Certificate of Reimbursable CID Operating Costs (this “Certificate”)

*Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in that certain Reimbursement Agreement dated as of May 25, 2022 (the “**Agreement**”), by and between the Silver Springs Community Improvement District (the “**District**”) and AJM, LLC Cape Girardeau MO. (the “**Developer**”). In connection with said Agreement, the undersigned hereby states and certifies that:*

1. Each item listed on Schedule 1, attached hereto and incorporated herein by reference, is a Reimbursable CID Operating Cost and was incurred in connection with the CID Project or the operation of the District.
2. These Reimbursable CID Operating Costs have been paid by Developer and are reimbursable under the Agreement.
3. Each item listed on Schedule 1, attached hereto and incorporated herein by reference, has not previously been paid or reimbursed from the CID Sales Tax or any other financing sources levied, imposed or otherwise collected by the District and derived from the CID Project, and no part thereof has been included in any other Certificate of Reimbursable CID Operating Costs previously filed with the District.
4. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.
5. All work for which payment is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.
6. If any cost item to be reimbursed under this Certificate of Reimbursable CID Operating Costs is deemed not to constitute a Reimbursable CID Operating Costs within the meaning of the CID Act and the Agreement, the Developer shall have the right to substitute other eligible Reimbursable CID Operating Costs for payment hereunder.
7. The Developer is not in default or breach of any item or condition of the Agreement.

(The remainder of this page has intentionally been left blank.)

Submitted this 19th day of APRIL 2024.

AJM, LLC CAPE GIRARDEAU MO, an Illinois series limited liability company

By: AJM, LLC, an Illinois limited liability company its sole member

By: 

Name: BLAKE PIERCE

Title: PRESIDENT

Approved for payment this ____ day of _____ 2024.

SILVER SPRINGS COMMUNITY IMPROVEMENT DISTRICT

By: _____

Name: _____

Title: _____

SCHEDULE 1

Payment Date	Description of Reimbursable CID Operating Costs	Amount
See next page.	See next page.	\$41,184.61



Armstrong
Teasdale

Rural King Realty, LLC / Cape Girardeau Incentives (#41523.1)
Billing and Payment History as of 4/11/24

Payments Applied

Inv #	Inv Date	Inv Total	Payments Applied		Balance Due
			Rural King	Silver Springs Community Improvement Dist.	
2662399	3/18/2021	1,819.50	(1,819.50)	-	-
2674949	4/7/2021	73.00	(73.00)	-	-
2714734	7/21/2021	255.50	(255.50)	-	-
2739986	9/8/2021	1,470.00	(1,470.00)	-	-
2770619	11/22/2021	315.00	(315.00)	-	-
2783897	12/23/2021	434.50	(434.50)	-	-
2796773	1/5/2022	161.50	(161.50)	-	-
2810541	2/3/2022	1,825.68	(1,825.68)	-	-
2840063	4/27/2022	2,518.04	(2,518.04)	-	-
2853192	5/5/2022	3,529.82	(3,529.82)	-	-
2868225	6/7/2022	7,769.72	(7,769.72)	-	-
2881139	7/18/2022	809.53	(809.53)	-	-
2895360	8/4/2022	1,420.74	(1,420.74)	-	-
2910748	9/6/2022	2,584.68	(2,584.68)	-	-
2924941	10/5/2022	359.14	(359.14)	-	-
2938983	11/21/2022	1,671.00	(1,671.00)	-	-
2969530	1/9/2023	364.00	(364.00)	-	-
2983206	2/2/2023	1,482.26	(1,482.26)	-	-
2998372	3/3/2023	2,290.50	(2,290.50)	-	-
3012886	4/12/2023	2,796.50	(2,796.50)	-	-
3026532	5/2/2023	315.00	(315.00)	-	-
3042304	6/5/2023	1,104.00	(1,104.00)	-	-
3057294	7/7/2023	1,130.50	(1,130.50)	-	-
3071499	8/4/2023	1,423.00	(1,423.00)	-	-
3086723	9/8/2023	1,350.50	(1,350.50)	-	-
3101294	10/6/2023	235.50	(235.50)	-	-
3115376	11/9/2023	1,675.50	(1,675.50)	-	-
3129614	12/11/2023	4,285.12	-	(4,285.12)	-
		45,469.73	(41,184.61)	(4,285.12)	-

RESOLUTION NO. 24-002

A RESOLUTION OF THE SILVER SPRINGS COMMUNITY IMPROVEMENT DISTRICT CONFIRMING AND APPROVING THE PAYMENT OF REIMBURSABLE CID PROJECT COSTS; CONFIRMING AND APPROVING THE PAYMENT OF DISTRICT ADMINISTRATIVE COSTS; AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH

WHEREAS, the Silver Springs Community Improvement District (the “*District*”) is a community improvement district and a political subdivision of the State of Missouri organized under the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the “*CID Act*”); and

WHEREAS, on May 25, 2022, in accordance with the CID Act, the District’s Board of Directors adopted Resolution No. 22-003, authorizing the District to impose a sales and use tax (the “*CID Sales Tax*”) on all retail sales made in the District which are subject to taxation pursuant to the provisions of Sections 144.010 to 144.525 of the Revised Statutes of Missouri, as amended, which CID Sales Tax was approved by the qualified voters within the District in accordance with the CID Act; and

WHEREAS, on May 25, 2022, the District’s Board of Directors adopted Resolution No. 22-007, approving and authorizing the execution of a Reimbursement Agreement (the “*Reimbursement Agreement*”) by and between the District and AMJ, LLC CAPE GIRARDEAU MO (the “*Developer*”), which authorized the parties to undertake a public-private partnership to finance the construction of, among other things, the CID Project (as defined in the Reimbursement Agreement); and

WHEREAS, pursuant to the Reimbursement Agreement and the CID Act, the Developer submitted a Certificate of Reimbursable CID Project Costs (the “*Certificate*”) to the District with adequate detail to allow the District to confirm that the amounts advanced constituted Reimbursable CID Project Costs (as defined in the Reimbursement Agreement) related to the CID Project; and

WHEREAS, on November 14, 2023, the District’s Board of Directors adopted Resolution No. 23-003, approving the Certificate in the amount of \$2,174,816.17; and

WHEREAS, the District desires to confirm and approve the payment for reimbursement of eligible project costs and the payment of certain District’s administrative and operating costs, pursuant to the Reimbursement Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SILVER SPRINGS COMMUNITY IMPROVEMENT DISTRICT, AS FOLLOWS:

Section 1. Confirmation and Approval of Payment of Reimbursable CID Project Costs. The District hereby confirms and approves the payment of Reimbursable CID Project Costs in the total amount of \$77,791.47 to the Developer, as set forth in **Exhibit A**, attached hereto and incorporated herein by reference.

Section 2. Confirmation and Approval of Payment of District Administrative and Operating Costs. The District hereby confirms and approves the payment of District administrative and operating costs in the total amount of \$4,285.12, as set forth in **Exhibit B**, attached hereto and incorporated herein by reference.

Section 3. District Officers to Execute Resolution. The Chair or Vice Chair of the Board of Directors of the District is hereby authorized and directed to execute this Resolution for and on behalf of and as the act and deed of the District and the Secretary or Assistant Secretary of the District is hereby authorized and directed to attest to this Resolution.

Section 4. Further Authority. All actions heretofore taken by the authorized officials, officers, representatives, agents, and employees of the District in connection with the transactions contemplated by this Resolution are hereby confirmed and approved, and the District shall, and the officials, officers, representatives, agents, and employees of the District are hereby authorized and directed to, take such further action, and execute and deliver such other documents and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 5. Severability. The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of this Resolution are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the District has enacted the valid portions without the void ones, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 6. Governing Law. This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 7. Effective Date. This Resolution shall take effect and be in full force upon its passage by the District's Board of Directors.

(The remainder of this page is left intentionally blank.)

Passed this 24th day of April, 2024.

I, the undersigned, Chair of the Silver Springs Community Improvement District, hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the District at a meeting held, after proper notice, on April 24, 2024.

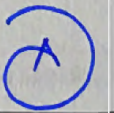


**SILVER SPRINGS COMMUNITY
IMPROVEMENT DISTRICT**


Chair, Board of Directors

WITNESS my hand and official seal this 24th day of April, 2024.

ATTEST:



Assistant Secretary, Board of Directors

EXHIBIT A

SUMMARY OF REIMBURSABLE CID PROJECT COSTS PAID

Reimbursable CID Project Costs Submitted by: AJM, LLC Cape Girardeau MO

Certificate No./

Payment	Date	Resolution No.	Amount	Balance
1	November 14, 2023	23-003	\$ 2,174,816.17	\$ 2,174,816.17
Payment	January, 2024		\$ 77,791.47	\$ 2,097,024.70

EXHIBIT B

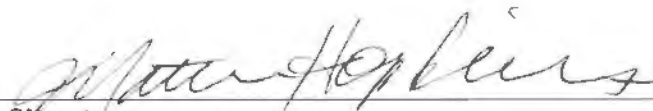
SUMMARY OF DISTRICT ADMINISTRATIVE COSTS PAID

(Attached hereto.)

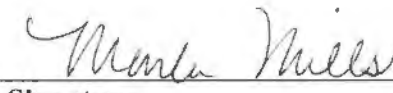
**Silver Springs CID
Summary of Payments
January 31, 2024
No. 1**

The following payments of funds from the CID's account held at The Bank of Missouri, are hereby requested:

Payee	Invoice No.	Dated	Amount	Description
Armstrong Teasdale LLP 7700 Forsyth Blvd. STE 1800 St. Louis, MO 63105	3129614	December 11, 2023	\$ 4,285.12	Legal Fees
AJM, LLC Cape Girardeau MO c/o Rural King Realty PO Box 1066 Mattoon IL 61938 Attn: Sherri Aldrich	Resolution No. 23-003	November 14, 2023	\$77,791.47	Reimbursable CID Project Costs



Signature
Name/Title: Vice - Chair Matt Hopkins
Dated: 1-31, 2024



Signature
Name/Title: Marla Mills Secretary
Dated: 2-1, 2024

After signing, please email copies of this signed form and checks issued to:
Angela L. Odum - aodlum@atllp.com and
Linda AuBuchon - labuchon@atllp.com

Reimbursable CID Project Costs

Submitted by:

AJM, LLC Cape Girardeau MO

Certificate No./ Payment	Date	Resolution No.	Amount	Balance
1	November 14, 2023	23-003	\$ 2,174,816.17	\$ 2,174,816.17
Payment	January, 2024		\$ 77,791.47	\$ 2,097,024.70



**Armstrong
Teasdale**

7700 Forsyth Boulevard, Suite 1800
St. Louis, MO 63105
Phone: 314.621.5070
Fed ID: 43-1274026

*Contact us with question or concerns
Accountinginfo@atllp.com or 314.719.8270*

Attn: Jason Hortenstine
General Counsel
Rural King Realty, LLC
c/o Silver Springs Community Improvement District
4216 Dewitt Avenue
Mattoon, IL 61938

December 11, 2023
Invoice No. 3129614
File No. 41523

SUMMARY OF INVOICE

For Professional Services through NOVEMBER 30, 2023

MATTER	MATTER NAME	FEES	DISBURSEMENTS	TOTAL
1	Cape Girardeau Incentives	4,284.00	1.12	4,285.12

TOTAL AMOUNT DUE: 4,285.12

1 – CAPE GIRARDEAU INCENTIVES

PAYMENT IS DUE UPON RECEIPT.

**Please Remit Payment To: Armstrong Teasdale LLP| Department Number 478150| PO Box 790100| St. Louis MO 63179-9933
For ACH and WIRE: ATLLP ZBA Remittance Account| Cass Commercial Bank| Routing # 081000605| Account # 40066991**

RESOLUTION NO. 24-003

A RESOLUTION OF THE SILVER SPRINGS COMMUNITY IMPROVEMENT DISTRICT AMENDING THE BUDGET OF THE DISTRICT FOR THE FISCAL YEAR ENDING JUNE 30, 2024; APPROVING THE PROPOSED BUDGET OF THE DISTRICT FOR THE FISCAL YEAR ENDING JUNE 30, 2025, WITH INSTRUCTIONS TO FORWARD SAME TO THE CITY OF CAPE GIRARDEAU, MISSOURI, IN COMPLIANCE WITH THE COMMUNITY IMPROVEMENT DISTRICT ACT; AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH

WHEREAS, the Silver Springs Community Improvement District (the “*District*”) is a community improvement district and a political subdivision of the State of Missouri organized under the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the “*CID Act*”); and

WHEREAS, Section 67.010 of the Revised Statutes of Missouri, as amended, requires each political subdivision of the State of Missouri to prepare an annual budget prior to the beginning of the ensuing fiscal year; and

WHEREAS, Section 67.030 of the Revised Statutes of Missouri, as amended, allows each political subdivision to revise, alter, increase or decrease the items contained in the budget; provided that in no event shall the total authorized expenditures from any fund exceed the estimated revenues to be received plus any unencumbered balance or less any deficit estimated for the beginning of the budget year; and

WHEREAS, Section 67.1471 of the CID Act requires that the District shall submit the proposed annual budget prior to the beginning of each fiscal year to the City Council of the City of Cape Girardeau, Missouri (the “*City*”).

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SILVER SPRINGS COMMUNITY IMPROVEMENT DISTRICT, AS FOLLOWS:

Section 1. Amendment of Budget for Fiscal Year 2024. The budget of the District for the fiscal year ending June 30, 2024, is hereby amended as set forth on **Exhibit A**, attached hereto and incorporated herein by reference.

Section 2. Approval of Proposed Budget for Fiscal Year 2025. The proposed budget of the District for the fiscal year ending June 30, 2025, is hereby approved as set forth on **Exhibit A**, attached hereto and incorporated herein by reference.

Section 3. Secretary or Assistant Secretary to Forward Proposed Budget to the City. The District’s Secretary or Assistant Secretary or his or her designee shall submit a copy of the proposed budget referenced in Section 2 of this Resolution to the to the City Clerk of the City, with a copy to the City Attorney, for the City’s review and comment. If the District does not receive written comments from the City Council of the City on or before the date that is the later of (a) 60 days prior to the first day of the fiscal year ending June 30, 2025, or (b) 30 days after submission of the budget to the City, the proposed budget shall become the final budget.

Section 4. District Officers to Execute Resolution. The Chair or Vice Chair of the Board of Directors of the District is hereby authorized and directed to execute this Resolution for and on behalf of and as the act and deed of the District and the Secretary or Assistant Secretary of the District is hereby authorized and directed to attest to this Resolution.

Section 5. Further Authority. All actions heretofore taken by the authorized officials, officers, representatives, agents, and employees of the District in connection with the transactions contemplated by this Resolution are hereby confirmed and approved, and the District shall, and the officials, officers, representatives, agents, and employees of the District are hereby authorized and directed to, take such further action, and execute and deliver such other documents and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 6. Severability. The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of this Resolution are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the District has enacted the valid portions without the void ones, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 7. Governing Law. This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 8. Effective Date. This Resolution shall take effect and be in full force upon its passage by the Board of Directors of the District.

(The remainder of this page is intentionally left blank.)

Passed this 24th day of April, 2024.

I, the undersigned, Chair of the Silver Springs Community Improvement District, hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the District at a meeting held, after proper notice, on April 24, 2024.



**SILVER SPRINGS COMMUNITY
IMPROVEMENT DISTRICT**



Chair, Board of Directors

WITNESS my hand and official seal this 24th day of April, 2024.

ATTEST:



Assistant Secretary, Board of Directors

EXHIBIT A

**SILVER SPRINGS
COMMUNITY IMPROVEMENT DISTRICT**

AMENDED BUDGET FOR FISCAL YEAR ENDING JUNE 30, 2024

AND

APPROVAL OF THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2025

Secretary/Treasurer/Director Marla Mills	Chair/Director Janet Esicar	Director Grayson Erlbacher
Vice Chair/Director Matt Hopkins		Director [Vacant]
	Assistant Secretary Angela L. Odlum	

BUDGET MESSAGE BY CHAIR JANET ESICAR

On May 2, 2022, pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the “*CID Act*”), the Silver Springs Community Improvement District (the “*District*”) was established by Ordinance No. 5535, effective on May 12, 2022, of the City of Cape Girardeau, Missouri (the “*Ordinance*”). The District is a political subdivision of the State of Missouri.

The Ordinance provided that the District be established for the sole purpose of funding various public improvements within the District boundaries (the “*Project*”), which public improvements are anticipated to be made in connection with the development, operation and maintenance of a new commercial retail development within the District.

On May 25, 2022, pursuant to Section 67.1545 of the CID Act, the District’s Board of Directors approved Resolution No. 22-003, authorizing the District to impose a community improvement district sales and use tax on all taxable sales within the District in accordance with Section 67.1545 of the CID Act (the “*CID Sales Tax*”), which CID Sales Tax will become effective following approval of the CID Sales Tax by the qualified voters of the District at an election held in accordance with the CID Act.

On May 25, 2022, the Board of Directors of the District adopted Resolution No. 22-007 approving and authorizing the execution of a Reimbursement Agreement by and between the District and AJM, LLC CAPE GIRARDEAU MO (the “*Developer*”) pursuant to which the Developer agreed to advance the costs of the Project, and certain operating costs of the District and the District agreed to reimburse the Developer as set forth therein (the “*Reimbursement Agreement*”).

During the fiscal year ending June 30, 2022, the District received \$0 in CID Sales Tax revenues and had \$0 in expenditures.

During the fiscal year ending June 30, 2023, the District received \$18,696 in CID Sales Tax revenue, \$24 in interest income and \$500 of Developer contribution. The District had total expenditures of \$19 in miscellaneous banking fees.

On November 14, 2023, the Board of Directors of the District adopted Resolution No. 23-003, approving a certificate of Reimbursable CID Project Costs, as defined in the Reimbursement Agreement, in the amount of \$2,174,816.

On April 24, 2024, the Board of Directors of the District adopted Resolution No. 24-001, approving a Certificate of Reimbursable CID Operating Costs, as defined in the Reimbursement Agreement, in the amount of \$41,184.61.

During the fiscal year ending June 30, 2024, the District anticipates approximately \$146,750 in CID Sales Tax revenues and approximately \$1,500 in interest income. The District anticipates total expenditures of approximately \$155,135 consisting of approximately \$70 in miscellaneous banking fees, approximately \$15,285 in legal and administration fees, approximately \$3,000 for insurance, and approximately \$136,780 in reimbursement to the Developer. At the end of the fiscal year ending June 30, 2024, the District anticipates that there will be a Certificate of Reimbursable CID Operating Costs outstanding in the amount of \$41,184.61, and a Certificate of Reimbursable CID Project Costs outstanding in the amount of \$2,038,036.

During the fiscal year ending June 30, 2025, the District anticipates approximately \$150,000 in CID Sales Tax revenues. The District anticipates total expenditures of approximately \$153,700

consisting of approximately \$200 in miscellaneous banking fees, approximately \$15,500 in legal and administration fees, approximately \$3,000 for insurance, and approximately \$135,000 in reimbursement to the Developer. At the end of the fiscal year ending June 30, 2025, the District anticipates that there will be a Certificate of Reimbursable CID Operating Costs outstanding in the amount of \$41,184.61, and a Certificate of Reimbursable CID Project Costs outstanding in the amount of \$1,903,036.

**SILVER SPRING S COMMUNITY IMPROVEMENT DISTRICT
PROPOSED BUDGET FOR FISCAL YEAR ENDING JUNE 30, 2025
AMENDED BUDGET FOR FISCAL YEAR ENDING JUNE 30, 2024**

	Budget FYE 6/30/2025	Amended Budget FYE 6/30/2024	Initial Budget FYE 6/30/2024	Actual FYE 6/30/2023	Budget FYE 6/30/2023
Beginning Balance:	\$ 12,316	\$ 19,201	\$ 46,800	\$ -	\$ -
Revenues:					
CID Sales Tax	\$ 150,000	\$ 146,750	\$ 120,000	\$ 18,696	\$ 60,000
Developer Contribution				\$ 500	\$ -
Interest/Investment Income	\$ -	\$ 1,500	\$ -	\$ 24	\$ -
TOTAL REVENUES	\$ 150,000	\$ 148,250	\$ 120,000	\$ 19,220	\$ 60,000
Expenditures:					
Misc. Bank Fees/Returned Checks	\$ 200	\$ 70	\$ 200	\$ 19	\$ 200
Administration Expenses:					
Legal/Administration	\$ 15,500	\$ 15,285	\$ 10,000	\$ -	\$ 10,000
Insurance	\$ 3,000	\$ 3,000	\$ 3,000	\$ -	\$ 3,000
CID Project Costs Advanced by Developer	\$ 135,000	\$ 136,780	\$ 140,000	\$ -	\$ -
TOTAL EXPENDITURES	\$ 153,700	\$ 155,135	\$ 153,200	\$ 19	\$ 13,200
REVENUES OVER (UNDER) EXPENDITURES	\$ (3,700)	\$ (6,885)	\$ (33,200)	\$ 19,201	\$ 46,800
Other Financing Sources (Uses):					
Operating Transfers In	\$ -	\$ -	\$ 500	\$ -	\$ 500
Operating Transfers Out	\$ -	\$ -	\$ (500)	\$ -	\$ (500)
TOTAL OTHER FINANCING SOURCES (USES)	\$ -	\$ -	\$ -	\$ -	\$ -
NET CHANGE IN FUND BALANCES	\$ (3,700)	\$ (6,885)	\$ (33,200)	\$ 19,201	\$ 46,800
Beginning Cash on Hand:	\$ 12,316	\$ 19,201	\$ 46,800	\$ -	\$ -
Ending Balance:	\$ 8,616	\$ 12,316	\$ 13,600	\$ 19,201	\$ 46,800

Staff:
Agenda: 9/16/2024

AGENDA REPORT
Cape Girardeau City Council

ATTACHMENTS:	
Name:	Description:
📄 AirportBoard-Minutes_8.13.2024_(002).pdf	Airport Board 08-13-24
📄 CVB.8.9.24 Board Meeting Minutes - Draft.pdf	CVB Minutes.08-09-24
📄 MINUTES.GVTF-08-15-24.pdf	Gun Violence Task Force 08-15-2024
📄 MINUTES.GVTF-08-22-24.pdf	Gun Violence Task Force 08-22-2024
📄 Park.8.12.2024 Advisory Board Meeting Minutes - Draft.pdf	Park Board Minutes 08/12/2024
📄 Planning and Zoning Commission Minutes 08-14-24 - Draft.pdf	Planning & Zoning 08-14-2024 draft
📄 TTF-7 Committee Minutes 2024-08-14 (Draft).pdf	TTF 7 Minutes 08-14-2024



**Cape Girardeau Regional Airport Advisory Board Meeting - Minutes
August 13, 2024**

The Cape Girardeau Regional Airport Advisory Board held their monthly meeting on August 13, 2024 at 11:30 am at The Pilot House Restaurant.

Board Members Present:

Richard Knote, Chair
Bruce Loy, Board Member
Nancy Kopp, Board Member
Keith Boeller, Board Member
Justin Davidson, Board Member

Staff Present:

Katrina Amos, Airport Manager
Audrey Lorch, Airport Support Specialist
Mark Bliss, City Council Liaison

Others Present – Nathan Gladden, Southeast Missourian

Absent: Mark Mehner, Board Member

Call to Order/Approval of Minutes – Mr. Knote called the meeting to order at 11:35 am. Mr. Knote Approved the June and July 2024 minutes. All were in favor and the motion passed with a unanimous vote.

Appearances – N/A

I. **Old Business** -

- **Airport Activity Report** – Ms. Amos provided the July activity report. Contour had a 4% increase for the month, with a 20% increase YTD including charter flights. Minimal outbound delays under one hour. Enplanements are at 11% increase YTD.
 - Contour will be promoting a fair sale for the fall travel, “Last Call for Nashville”, and welcome to Chicago. Ms. Amos met with the Southeast Missourian to work on Promotional content, promotional content was also on display at the Sikeston Rodeo in August.
 - Per Ms. Amos, a phone conversation with Matt Chaifetz, Contour CEO, he provided information that, CGI is currently topping the advanced bookings for Nashville at 83% and up 200% for Chicago.

- **Cape Aviation Report** – Ms. Amos presented the fuel reports for July, sales have increased 33%. With an accrual of \$8200.00, in facility fees, since its implementation in July 2024.

CGI will be hosting two SEMO Football charter flights in August and October; the Military may be calling for another overseas charter for returning troops possibly in December.

- **Airport Projects Update -**

- **New Terminal Building** – Ms. Amos reported the project is close to completion, move in date August 21-22, remains on track. August 20, the teams from the Airline, TSA and Sub-Contractor Leidos, will be responsible for moving the equipment overnight. The morning flight on the 22nd at 7:00am will depart from the new terminal.

A soft opening August 22, for the inaugural flight passengers will be offered refreshments and giveaways.

Grand opening on October 1. Discussed, Mr. Knotte moved, Bruce Loy first, and Keith Boeller second, all in favor.

- **T-Hangars** – Ms. Amos stated progress continues to go well, construction continues on track for completion the second week of December. CGI will send letters this month for tenants interested in moving to secure a space and put down a deposit.
- **Taxiway D Project Update** – Ms. Amos reported, Senator Smith's office called to let her know the AIP and Bill Funding that had been applied for is approved. This will be on the first Council meeting, in September along with the contract and consultant agreement with CMT. This project should begin in spring of 2025.

II. New Business – NA

- **Non-Agenda Items** – Ms. Amos presented to the Noon Optimist this month, there are several tours scheduled, such as the University, Chamber of Commerce, Old Town Cape and City Council.
- **2024 Airport Goals and Potential Opportunities** – Ms. Amos provided a recap to the Board of 2024 project priority's, she also discussed potential opportunities to consider, including:
 - Develop Strategy to renovate/reconstruct FBO
 - Support Veterans Honor Flight
 - Explore development opportunities in the NW quadrant – SEMO RDEI
 - Explore grant for Apron rehabilitation

III. Adjournment – There being no other business, Mr. Knote moved to adjourn the meeting, Mr. Wasson, first, Mrs. Clair, second. All were in favor. The meeting adjourned at 12:15pm.

Minutes prepared by:

Audrey Lorch, Airport Support Specialist

DRAFT
**Convention and Visitors Bureau
Advisory Board Meeting Minutes
Friday, August 9, 2024**

Board Members Present:

Liz Haynes, Chairperson
Quantella Noto, Vice-Chairperson
Anissa Petal
Carl Ritter
Lyle Randolph
Randy Kluge

Absent:

John Echimovich
Nate Saverino

Rob Gilligan

Percy Huston, Parks & Recreation Advisory Board
Liaison

Parks and Recreation Department Staff Present:

Brenda Newbern, Visit Cape Manager
Joshua Robison, Experience Development
Specialist
Scott Williams, Recreation Division Manager
Penny Williams, Recreation Division Manager
Moriah Lincoln, Administrative Coordinator



Chairperson Liz Hay called the meeting to order at 1:36pm at the Osage Centre.

Chairperson Liz Haynes started introductions; all attending introduced themselves and their involvement with the Community.

Chairperson Liz Haynes called on Penny Williams and Brenda Newbern to cover the goals and contributions of the board. Handouts were distributed outlining the goals. Brenda Newbern briefly discussed the goals.

Chairperson Liz Haynes called on Joshua Robison to cover the upcoming events within the Cape Girardeau area. Handouts included upcoming tournaments, meetings, events and conferences. Scott Williams covered six new tournaments for baseball and softball tournaments this fall. Brenda covered the site visit handout of prospective groups/organization that are looking for a host location, what groups/organizations have visited and if the group/organization booked in the Cape Girardeau area or if they decided to go a different direction.

Brenda Newbern covered Visit Cape Transition Report. Internally they are learning all the new steps for processing invoices and purchases and planning for future travel plans. Externally will include changes to the Osage Centre to allow Visit Cape to have their own entrance. There will be a mural added to the hallway leading visitors to the new Visit Cape office. The Marquee sign at the Osage Centre will be updated with the Visit Cape logo.

Brenda Newbern spoke on trying to bring meetings, events and conferences to the area during the week to increase the weekday travel. Scott Williams spoke about different packages for the "Stay and Play" concept that could encourage people to visit Cape Girardeau for extended stays or long weekends. This concept would be marketed as a weekend getaway option. Scott Williams also suggested options to bring visitors to town prior to scheduled activities or events for extended stays in Cape Girardeau.

Brenda Newbern reported on behalf of Visit Cape covering the year to date hotel and restaurant receipts and the boat docking economic impact to the community. There are still some boat dockings remaining this season.

Scott Williams reported on behalf of the Parks and Recreation Department giving a handout on the economic impact of events, leagues and tournaments. The report shows average night's stay in hotels, how many attended the events and

what level economic impact events have on the local economy.

Liz Haynes led the discussion on moving the future meeting dates. It was agreed upon to move the monthly meetings to the first Monday of each month at noon with lunch provided.

The Advisory Board retreat will be October 7, 2024 in lieu of the monthly meeting. We will be meeting at Osage Centre at 8 am. There will be more information to come on the retreat at the September meeting.

The next board meeting will be at 12:00 pm Tuesday September 3, 2024 at the Osage Centre, Room 1AB. It will be on Tuesday as the first Monday is a holiday.

The meeting adjourned at 3:06pm.

Minutes reported by Moriah Lincoln Administrative Coordinator.

The Convention and Visitors Bureau Advisory Board of the City of Cape Girardeau, Missouri, may, as a part of the regular or special Convention and Visitors Bureau Advisory Board meeting, hold a closed session to discuss legal action, causes of legal action of litigation, leasing, purchasing or sale of real estate, hiring, firing, disciplining, promotion of personnel or employee labor relations, or confidential or privileged communications with its attorneys..

Gun Violence Task Force
Thursday, August 15, 2024
7:00 a.m.
City Hall, 44 North Lorimier Street
Council Room

MINUTES

MEMBERS PRESENT:		MEMBERS ABSENT:	CITY STAFF PRESENT:
Adam Kidd	Dr. Melissa Stickel	Dr. Howard Benyon	Mayor Stacy Kinder
Jessica Hill	Adrian Taylor	Nita DuBose	Nicolette Brennan
Josh Crowell	Dr. Carlos Vargas	Rob Gilligan	Adam Glueck
Alix Gasser	Amber Walker	Nancy Scheller	Gayle Conrad
Jared Ritter	Leslie Washington	Clint Tracy	Dr. Shannon Farris
Lee Schlitt	Lynn Ware	Shannon Truxel	Randy Morris
Laura Selbo		Tina Wright	Trevor Pulley

Co-Chair Jessica Hill called the meeting to order at 7:00 a.m. The minutes from the August 1, 2024 meeting were approved.

The Honorable Presiding Judge Benjamin Lewis from the Cape Girardeau County 32nd Judicial Circuit discussed the court system and the biggest issues faced by the court system in dealing with violent crimes. His information included lack of cooperation from those involved in crimes, over-population of jail facilities, types of violent crime cases, sentencing of criminals, certification of a juvenile as an adult, possession of illegal drugs, and “drug court.”

Task force members and city staff held discussions in two small groups, discussing the information provided by Judge Lewis. Cape Girardeau County Prosecuting Attorney Mark Welker met with each group and answered questions.

Co-Chair Jessica Hill reminded the members that the purpose of this Task Force is to develop recommendations for ways the city government can assist in reducing violent crime in the city.

The next meeting of the Gun Violence Task Force is scheduled for Thursday, August 22, 2024, 7:00 a.m. in the City Council Chambers at City Hall with a presentation by Prosecuting Attorney Mark Welker and discussion regarding prosecution and the criminal justice system.

The meeting adjourned at 9:00 a.m.

Minutes taken by: Gayle Conrad, Director of Citizen Services/City Clerk



Gun Violence Task Force
Thursday, August 22, 2024
7:00 a.m.
City Hall, 44 North Lorimier Street
Council Room

MINUTES

MEMBERS PRESENT:		MEMBERS ABSENT:	CITY STAFF PRESENT:
Adam Kidd	Laura Selbo	Dr. Howard Benyon	Mayor Stacy Kinder
Jessica Hill	Dr. Melissa Stickel	Alix Gasser	Nicolette Brennan
Josh Crowell	Clint Tracy	Nancy Scheller	Adam Glueck
Nita DuBose	Dr. Carlos Vargas	Adrian Taylor	Gayle Conrad
Rob Gilligan	Lynn Ware	Shannon Truxel	Dr. Shannon Farris
Jared Ritter	Leslie Washington	Amber Walker	Randy Morris
Lee Schlitt		Tina Wright	Trevor Pulley

Co-Chair Jessica Hill called the meeting to order at 7:00 a.m. The minutes from the August 15, 2024 meeting were approved.

Nicolette Brennan reviewed the website feedback received through August 19 and a list of additional resources shared by the public, presenters and members of the task force.

Cape Girardeau County Prosecuting Attorney Mark Welker discussed topics relating to criminal prosecution, including types of gun cases, classes of felony charges, required evidence to make a case, sentencing and range of punishment, involvement of Probation and Parole, jail population, correlation between drug and gun cases, and mental health in the criminal justice system. He reviewed the Truth in Sentencing Bill previously filed by Rep. Barry Hovis and discussed the purpose of the Southeast Missouri Major Case Squad.

Mr. Kidd and Ms. Hill lead discussion regarding topics to be presented at future task force meetings. It is a goal of the task force to develop actionable steps that the City could address as well as solution-based ideas to assist the city to address gun violence. The group considered issues such as victim safety and advocacy, cameras in public places, stronger awareness and enforcement, the 2020 Safe Cape Strategy, increased drug court, youth mentorship, additional law enforcement programs,

The next meeting of the Gun Violence Task Force is scheduled for Thursday, September 19, 2024, 5:00 p.m. in the City Council Chambers at City Hall with a presentation by Chief Juvenile Officer Kevin Gruenwald regarding the juvenile justice system.

The meeting adjourned at 9:00 a.m.

Minutes taken by: Gayle Conrad, Director of Citizen Services/City Clerk



DRAFT
Parks and Recreation Department
Advisory Board Meeting Minutes
Monday, August 12, 2024

Board Members Present:

Percy Huston, Chairperson
Dr. Beverly Evans, Secretary
Tamara Buck
Jerry Dement
Lewis Jackson Hill
Mary Ann Maloney
David Cantrell, Council Liaison
Darrin Bruenderman
Anne Dohogne

Philip Moore
Thomas Drummond

Absent:

Parks and Recreation Department Staff Present:

Doug Gannon, Director of Parks & Recreation
Scott Williams, Recreation Division Manager
Penny Williams, Recreation Division Manager
Kaed Horrell, Parks Division Manager
Brenda Newbern, Visit Cape Manager
Moriah Lincoln, Administrative Coordinator



Chairperson Percy Huston called the meeting to order at 5:32pm at the Osage Centre.

Chairperson Percy Huston called on Doug Gannon for new staff introductions. Scott Williams introduced Rex Crosnoe as the new Assistant Recreation Division Manager. Penny Williams introduced Brian Davidson as the new Recreation Supervisor at the Osage Centre.

Chairperson Percy Huston asked if everyone had a chance to look at the minutes from the July 8, 2024 meeting and if there were any additions or correction to the minutes. No changes were introduced and the minutes were approved through motion by Beverly Evans and second by Lewis Jackson Hill.

Percy Huston called on Kaed Horrell for an update on the proposed Kiwanis Park Bike Trail update. Kaed spoke to the board advising that Parks and Recreation Staff have agreed to allow the trail project to move forward. Stipulations include that no structures (i.e. bridges) are built and placed along the trail. Parks and Recreation will work with Mike Higgins in creating and placing signage for safety of trail users and pedestrians.

Percy Huston opened the discussion on the applications for filling the open position on the Advisory Board. After brief discussion, board members voted by ballot. John Spear was the applicant that the Advisory Board elected to submit to City Council for appointment to the Parks and Recreation Advisory Board.

Chairperson Percy Huston communicated to the Board that only one member expressed interest in the Vice Chairperson vacancy. Phillip Moore was unanimously approved as the Vice Chairperson of the Advisory Board.

Scott Williams and Doug Gannon gave an update on the Youth Outdoor Sports Complex. Bids were received from six contractors and the committee narrowed the field down to four contractors to come in for presentations. Interviews will be set to speak with each bidder and review the plans submitted and review budgets.

Kaed Horrell gave an update on repairs to Shawnee Park Restrooms. The Parks Maintenance department has helped with painting, roof replacement, light updates and an overall refresh of the restrooms. This project will be completed prior to the Youth Soccer League Season.

Penny Williams gave an update on the Cape Aquatic Center painting. The pool was drained for the contractor to repair

peeling paint on the walls. Once the paint cures, the pool will be refilled and reopened to the public. Brenda Newbern gave the update on the Hotel-Motel and Restaurant receipts. Brenda distributed a handout showing the rolling twelve-month and year to date totals.

Lewis Jackson Hill gave the report for the Tree Advisory Board. The Tree Advisory Board will be looking at tree's that need removal due to street expansion and how that might affect the houses the tree it shade. The Tree Board will begin visiting each park to locate and identify tree's that might need removal due to safety or illness.

Kaed Horrell gave the Red House update. The Red House held a front porch concert and have 200 people in attendance. The Red House is looking into maintenance updates including a new roof and replacement of the information boards located on the grounds.

Scott Williams reported for the Parks and Recreation Foundation. Spaghetti Day is Thursday November 7 at the A. C. Brase Arena. Celebration of Youth Awards Banquet will be January 24, 2025 at the Osage Centre. Penny spoke that we changed the Glow Ball tournament to a One Man Scramble on September 14, 2024 at the Jaycee Golf Course.

David Cantrell, City Council Liaison, gave the City Council report. David will work with Trevor Pulley to look at the economic effect on the homeowners when removing mature trees. The Urban Deer Hunting ordinance passed at the last City Council meeting. The community can reach out to City Hall for more information. The new Airport Terminal is completed and now in use. Flights will start going back to Chicago in the future. The Water Treatment Plant is giving tours for citizens to see needed repairs. The increased water rates will be on the ballot in November. The Gun Violence Task Force had their first meeting and has starting planning the overall goals and ways to achieve them.

Penny Williams cover the Staff Brief handout noting upcoming programs and events throughout the Parks and Recreation Department.

Next Board Meeting will be at 5:30pm, Monday, September 9, 2024 at the Osage Centre, Room 1AB

The meeting adjourned at 6:31pm.

Minutes reported by Moriah Lincoln Administrative Coordinator.

The Park and Recreation Advisory Board of the City of Cape Girardeau, Missouri, may, as a part of the regular or special Park and Recreation Advisory Board meeting, hold a closed session to discuss legal action, causes of legal action of litigation, leasing, purchasing or sale of real estate, hiring, firing, disciplining, promotion of personnel or employee labor relations, or confidential or privileged communications with its attorneys. Specifically, the Park and Recreation Advisory Board will hold a closed session to discuss legal actions and litigation, confidential communications with legal counsel, property acquisition and personnel matters, pursuant to RSMo. Sections 610.021(2) and 610.021(3).

Draft

PLANNING & ZONING COMMISSION

MEETING MINUTES

August 14, 2024

City Hall – Council Chambers
44 North Lorimier Street

Commission Members Present: Trae Bertrand, Scott Blank, Kevin Greaser, Robbie Guard, Derek Jackson, Gerry Jones, Chris Martin, Nick Martin

Commission Members Absent: Sommer McCauley-Perdue

Staff Present: Carol Peters, Ryan Shrimplin

Call to Order

Chairman Blank called the meeting to order at 7:00 p.m.

Approval of Minutes

The minutes of the July 10, 2024 meeting were unanimously approved upon a motion made by Mr. Greaser and seconded by Mr. Bertrand.

REZONINGS, SPECIAL USE PERMITS, AND EXCEPTIONS

1. A public hearing was held on the proposed zoning of property at 560 Silverado Trail as R-1 (Single-Family Suburban Residential District) upon annexation. Mr. Tyler Haden, 2085 Derbyshire Lane, explained that he and his wife own the property and plan to construct a single-family home on it. They are requesting annexation in order to connect to City utilities. Chairman Blank opened the public hearing. Seeing no appearances to speak, he closed the public hearing. A staff report was submitted to the Commission, which recommended zoning the property as R-1 (Single-Family Suburban Residential District) upon annexation. A motion was made by Mr. Jackson and seconded by Mr. Bertrand to recommend zoning the property as R-1 (Single-Family Suburban Residential District) upon annexation. The motion passed with a roll call vote of 8 in favor, 0 in opposition, and 0 abstaining (*Aye: Bertrand, Blank, Greaser, Guard, Jackson, Jones, C. Martin, N. Martin*).
2. A public hearing was held on the request of Ziglin Signs, on behalf of La Croix Church, for an exception from Development Code Section 25-137(b), freestanding signs, for property located at 3102 Lexington Avenue. Ms. Teresa Crump and Ms. Allie Gilmore, representing Ziglin Signs, were available for questions from the Commission. In response to a question from Mr. Greaser, Ms. Crump stated that the proposed signs have face-lit channel letters. In response to a question from Mr. Nick Martin, Mr. Shrimplin explained that the church is proposing to forego its rights to a freestanding sign along Cape LaCroix Road in order to meet the substantial equivalent criterion. This amounts to a transfer of rights to the Lexington Avenue frontage in order to have two freestanding signs along that frontage. The portion of the property along Cape LaCroix Road is not developed, so a freestanding sign is not needed in that location. Mr. Jackson asked if any signage would be allowed along the Cape LaCroix Road frontage if the exception were to be approved. Mr. Shrimplin stated that directional signage would be allowed in accordance with the Development Code.

Chairman Blank opened the public hearing. Seeing no appearances to speak, he closed the public hearing. A staff report was submitted to the Commission, which contained the following findings of fact:

Criterion #1: As part of the exception request, a “substantial equivalent” is proposed. “Substantial equivalent” means an alternate design, method or feature that accomplishes the same purpose as the applicable Development Code requirement.

Finding: Based on the applicable Code requirements, the subject property is allowed two freestanding signs: one along Lexington Avenue and one along Cape LaCroix Road. Each sign is subject to a maximum area of 120 square feet and a maximum height of 12 feet. The applicant is proposing two freestanding signs along Lexington Avenue. Each sign is 60.5 square feet in area and 7.67 feet in height. The applicant is proposing to forego a freestanding sign along Cape LaCroix Road in order to have a second freestanding sign along Lexington Avenue. This constitutes a substantial equivalent because the number of freestanding signs allowed for the property would not change, and neither sign would exceed the maximum area or height.

Criterion #2: Approval of the exception request is consistent with the general spirit and intent of the Development Code.

Finding: The substantial equivalent proposed by the applicant ensures fairness among property owners and tenants, which makes approval of the exception request consistent with the general spirit and intent of the Development Code.

Based on the above findings, staff recommended approval of the exception request, subject to the following condition:

1. No freestanding sign shall be allowed along the Cape LaCroix Road frontage.

A motion was made by Mr. Bertrand and seconded by Mr. Nick Martin to approve the exception request, subject to the condition in the staff report. The motion passed with a roll call vote of 8 in favor, 0 in opposition, and 0 abstaining (*Aye: Bertrand, Blank, Greaser, Guard, Jackson, Jones, C. Martin, N. Martin*).

3. A public hearing was held on the request of JSCAA Enterprises for an exception from Development Code Section 25-223(b)(1), parking lot interior landscaping areas, for property located at 205 South Mt. Auburn Road. Mr. Guard recused himself from the discussion and vote due to a financial conflict of interest. Mr. Jason Coalter, JSCAA Enterprises, was available for questions from the Commission. Mr. Jones asked if the request was just to reduce the amount of landscaping on the site. Mr. Shrimplin explained that Koehler Engineering and Land Surveying prepared the site plan. The initial version had a lower parking lot interior landscaping percentage than the version submitted with the exception application. Koehler was able to increase the percentage slightly after making some adjustments. In exchange for approval of a reduced parking lot interior landscaping percentage, the applicant is proposing to provide substantially more plantings than what is required by the Development Code. This will result in higher quality landscaping on the site. He noted that the project presents some challenges due to the size of the site and the number of parking spaces required for the restaurant. Even with the proposed landscaping percentage, there is not enough room on the site for all of the required parking spaces. The Development Code allows parking spaces for nonresidential uses to be located off-site as long as those spaces are not being used to meet the parking requirement for another use and they are located within 500 feet on appropriately

zoned property. In addition, the Development Code allows administrative relief to be granted for a reduction in the number of parking spaces by up to ten percent. Mr. Chris Martin asked if it was too early in the process to know for sure if administrative relief would be sufficient. Mr. Shrimplin stated that staff held a predevelopment meeting with Koehler, in which the parking options were discussed. Koehler will do the calculations and discuss the options with the applicant.

Chairman Blank opened the public hearing. Seeing no appearances to speak, he closed the public hearing. A staff report was submitted to the Commission, which contained the following findings of fact:

Criterion #1: As part of the exception request, a “substantial equivalent” is proposed. “Substantial equivalent” means an alternate design, method or feature that accomplishes the same purpose as the applicable Development Code requirement.

Finding: The purpose of the requirement is to break up the expanse of pavement in parking lots and to provide a balance between the built and natural environments. Landscaping areas make sites more attractive, and they can be designed to incorporate stormwater management features. The Development Code requires parking lot interior landscaping areas to be completely covered with at least one of the groundcover types in Section 25-225(1) and contain at least one of the plant types in Section 25-225(2) through (6). In exchange for approval of a reduced parking lot interior landscaping percentage, the applicant is proposing to provide more plants and plant types than what is required by the Code. This constitutes a substantial equivalent because the applicant is upgrading the landscaping in terms of plantings while still providing enough landscaping area to break up the pavement area.

Criterion #2: Approval of the exception request is consistent with the general spirit and intent of the Development Code.

Finding: The substantial equivalent proposed by the applicant ensures fairness among property owners and tenants, which makes approval of the exception request consistent with the general spirit and intent of the Development Code.

Based on the above findings, staff recommended approval of the exception request, subject to the following condition:

1. The final design of the landscaping shall be subject to approval by the City staff.

A motion was made by Mr. Nick Martin and seconded by Mr. Jones to approve the exception request, subject to the condition in the staff report. The motion passed with a roll call vote of 7 in favor, 0 in opposition, and 1 abstaining (*Aye: Bertrand, Blank, Greaser, Jackson, Jones, C. Martin, N. Martin; Abstain: Guard*).

Chairman Blank thanked the applicants for their investment in Cape Girardeau.

SUBDIVISION PLATS

4. The record plat of Cape West Crossing East – Third Subdivision was reviewed by the Commission. No one was in attendance to present the plat. A staff report was submitted to the Commission, which recommended approval of the record plat, subject to staff’s comments being successfully addressed. A motion was made by Mr. Jackson and seconded by Mr. Jones to recommend approval

of the record plat, subject to staff's comments being successfully addressed. The motion passed with a roll call vote of 8 in favor, 0 in opposition, and 0 abstaining (*Aye: Bertrand, Blank, Greaser, Guard, Jackson, Jones, C. Martin, N. Martin*).

5. The record plat of Ponder's Subdivision was reviewed by the Commission. Mr. Paul Ponder presented the plat. He explained that his property at 23 North West End Boulevard and his neighbor's property at 1419 Whitener Street have a shared driveway and garage. The owner of 1419 Whitener Street is no longer interested in using and maintaining the driveway and garage, so Mr. Ponder is purchasing a strip of land from him in order to own the driveway and garage in their entirety. A staff report was submitted to the Commission, which recommended approval of the record plat, subject to staff's comments being successfully addressed. A motion was made by Mr. Bertrand and seconded by Mr. Greaser to recommend approval of the record plat, subject to staff's comments being successfully addressed. The motion passed with a roll call vote of 8 in favor, 0 in opposition, and 0 abstaining (*Aye: Bertrand, Blank, Greaser, Guard, Jackson, Jones, C. Martin, N. Martin*).

OTHER ITEMS AND COMMUNICATION

Commission Communication

Mr. Greaser informed the Commission that he would not be available for the next meeting.

Staff Communication

Mr. Shrimplin gave the following updates:

1. Update on items from previous Commission meetings going on to City Council

The City Council approved the following on July 15, 2024:

- 2530 Marsha Kay Drive Rezoning to R-4 – 2nd & 3rd Readings

The City Council approved the following on August 5, 2024:

- Park West Hospitality Center No. 3 Subdivision Record Plat – 1st Reading

Mr. Shrimplin stated that he would not be available for the Planning & Zoning Commission meeting on October 9, 2024. The Commission agreed to move the meeting to October 10, 2024.

Mr. Shrimplin reviewed the results of the meeting time survey that was recently sent to the Commission members. Each member was asked to rank their preferences for start times in half-hour increments from 4:30 pm. to 7:00 p.m. Upon discussion, the Commission decided to change its regular meeting time to 5:30 p.m., starting with the September 11, 2024 meeting.

Adjournment

There being no further business, the Commission voted unanimously to adjourn the meeting at 7:25 p.m. upon a motion made by Mr. Bertrand and seconded by Mr. Nick Martin.

Respectfully submitted by: _____
Chris Martin, Secretary

TRANSPORTATION TRUST FUND 7 (TTF-7) COMMITTEE

MEETING MINUTES

August 14, 2024

City Hall – Port Conference Room
44 North Lorimier Street

Draft

Committee Members Present: Trae Bertrand, Scott Blank, Tamara Zellars Buck, Shad Burner, Brock Freeman, Gerry Jones, Nick Martin, Jeff Maurer, Mike Peters, Harry Rediger, Joe Uzoaru

Committee Members Absent: Sommer McCauley-Perdue

Staff Present: Nicolette Brennan, Casey Brunke, Brock Davis, Jake Garrard, Alex McElroy, Carol Peters, Trevor Pulley, Ryan Shrimplin

Call to Order

Chairperson Maurer called the meeting to order at 8:30 a.m.

Adoption of Agenda

The agenda was unanimously adopted upon a motion made by Mr. Bertrand and seconded by Mr. Rediger.

Approval of Minutes

The minutes of the July 24, 2024 meeting were unanimously approved upon a motion made by Mr. Martin and seconded by Mr. Burner.

Discussion on Initial Public Input Process

Chairperson Maurer stated that the objective of the TTF-7 Committee is to gather input from the public and develop a list of projects for the City Council to consider for placement on the ballot in April 2025. Ms. Brennan presented a draft of a flyer containing a QR code linked to the main TTF page on the City's website. She stated that the page contains a link to a survey. She noted that the flyer also has the survey questions in print, with blank lines for those who wish to write their responses. The flyer could be posted online and at various locations throughout the city, and distributed via email. Chairperson Maurer stated that the goal is to make the survey accessible and convenient for the public. Ms. Buck stated that the Committee and staff should use civic and private partners to promote the survey. The Committee set a deadline of August 30, 2024 for submitting survey responses. Chairperson Maurer requested that staff issue a news release. He stated that the Committee will review the survey responses at the next meeting in early September. The Committee will also select a group of projects to be scored. The Committee will meet again in late September to determine which projects should be included in the final public input process. After the final public input process in October, the Committee will meet again to finalize the list for the City Council. Mr. Shrimplin stated that staff will finalize the flyer for distribution to the Committee via email and also prepare a news release.



Chairperson Maurer noted that there is no formula for allocating TTF funds among the City wards; however, it is evident from the maps of previous and current TTF projects that the staff has done a good job of making sure the funds are used throughout the city.

Discussion on Scoring Tool

Mr. Shrimplin stated that the only comment staff received on the project scoring tool was from Mr. Burner, who suggested making some of the criteria more objective by using data. For example, data from the PAVER system could be used to generate the scores for the Preservation criterion. Mr. Garrard stated that staff could convert the ratings from a 100-point scale to a 10-point scale in order to fit the scoring tool. He pointed out that the Congestion Relief criterion is already data-based because it uses Level of Service (LOS). Chairperson Maurer asked if traffic count data could be provided. Ms. Buck stated that she would like to see information on the existing sidewalks, including whether or not they meet ADA standards. Mr. Garrard stated that staff will provide traffic count and ADA information. Mr. Pulley noted that the City makes upgrades to existing sidewalks to bring them up to ADA standards as part of any street project. Mr. Rediger noted that staff has always provided cost estimates to the Committee as part of the selection process. Ms. Brunke stated that cost estimates are prepared after the Committee selects the projects to be scored.

Mr. Jones asked how the weighting for each criterion was determined. Mr. Shrimplin explained that the scoring tool is based on a tool that was developed several years ago for the Southeast Metropolitan Planning Organization (SEMPO) to aid in prioritizing projects submitted to the Missouri Department of Transportation (MoDOT) as part of a funding scenario exercise. Mr. Jones stated that he felt the Economic Development criterion weighting was too low. He noted that the funding for TTF comes from sales tax revenue, so it makes sense to emphasize projects that increase opportunities for business growth. Upon discussion, the Committee decided to increase the weighting of the Economic Development criterion from a maximum of five points to a maximum of ten points, resulting in an increase in the total score maximum points from 45 to 50.

Other Business

Mr. Rediger presented a list of his project ideas, as follows:

- Veterans Memorial Drive North to County Road 620.
- Perryville Road, north of Sherwood Drive to just north of Lexington Avenue – panel replacement
- Cape Rock Drive from Kingshighway to Perryville Road – panel replacement
- Bloomfield Road from Kingshighway to West End Boulevard – panel replacement (some currently marked)
- Old Hopper Road reconstruction – maintained by Cape Special Road District – possible cost share project
- West End Boulevard from Bloomfield Road to Jefferson Avenue – asphalt only
- West End Boulevard from Linden Street to Southern Expressway – reconstruction
- Hopper Road – panel replacement
- Greenbrier Drive from Yorktown Drive to Nottingham Lane – panel replacement (could be a part of CIST)
- New Madrid Street from Perry Avenue to Clark Avenue (could be very costly)
- Mt. Auburn Road – needs lots of staff/group discussion – life expansion, phasing, asphalt strip vs. patch – other

Mr. Garrard noted that some of the projects on the list are already underway, including the Perryville Road and Cape Rock Drive projects.

Mr. Shrimplin stated that Dan Drury with Midamerica Hotels Corporation submitted a request for consideration for Mt. Auburn Road from Kingshighway to William Street – street and sidewalk reconstruction.

Mr. Martin asked how public input would be filtered to determine what would fall under specific projects vs. general repair and renovation projects. Chairperson Maurer stated that staff will determine which projects can be handled via the general repair and renovation programs. The remaining projects are what will be considered by the Committee. The TTF-7 budget is \$27 million. The Committee will need to decide how much of the budget should be allocated to specific projects vs. general repair and renovation projects.

Chairperson Maurer asked if the Committee was interested in holding any public meetings later in the month to gather additional public input. The Committee decided to hold two open houses (one at the Osage Centre and the other at Shawnee Park Center) on August 21, 2024 from 4:00 to 6:00 p.m. Mr. Pulley stated that he will check with both facilities to confirm availability.

Chairperson Maurer reviewed the next steps in the process. Staff will email a PDF file of the flyer to the Committee members for distribution. The flyer will contain information about the survey and the open houses. In early September, staff will compile the responses from the surveys and open houses into a single document and email it to the Committee members along with the revised scoring tool. The Committee will review the responses at the following meeting and select a group of projects to be scored. Staff will enter cost estimates and data for the projects into the scoring tool and email it to the Committee members. Once they have finished scoring the projects, each Committee member will email their scoring sheet to staff. Staff will calculate the composite score for each project. At the following meeting, the Committee will review the composite scores and select the projects for the final public input process.

Mr. Freeman asked if a study or analysis to determine the return on investment will be available for each project. He mentioned that MoDOT conducted a study for the Route K corridor upgrades project. Chairperson Maurer asked Mr. Freeman to forward the Route K study to staff so it can be shared with the Committee.

Next Meeting Date and Time

The next two meetings of the TTF-7 Committee were scheduled for September 11, 2024 and September 26, 2024. Both meetings will begin at 8:30 a.m.

Adjournment

There being no further business, the meeting was adjourned at 9:40 a.m. upon a motion made by Mr. Rediger and seconded by Mr. Martin.

Respectfully submitted by:

Jeff Maurer, Chairperson