



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
Bryan Johnson, 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

August 4, 2025
5:00 AM

- City residents desiring to speak about items NOT on the agenda must register no later than noon, on Saturday, August 2, 2025, by using the form found at cityofcape.org/council, by emailing cityclerk@cityofcape.org, or by calling 573-339-6320.

Invocation

Rev. Ellen Gurnon of First Presbyterian and Westminster Presbyterian Church in Cape Girardeau

Pledge of Allegiance

Study Session

Presentations

Communications/Reports

Items for Discussion

- Appearances by Advisory Board Applicants
- Consent Agenda Review

Regular Session

Call to Order/Roll Call

Adoption of the Agenda

Public Hearings

1. A Public Hearing on the 2025-2029 Community Development Block Grant (CDBG) Consolidated Plan. (Item No. 8; BILL NO. 25-87)
2. A Public Hearing regarding the Levying of the Annual City Revenue Tax: Public Health Tax: Special

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.

3. Approval of the July 21, 2025, Regular Session City Council Minutes.
4. BILL NO. 25-83, a Resolution authorizing the City Manager to execute a Performance Guarantee Agreement with SEMO Land, L.L.C., for public sidewalk improvements for Forest Hills Estates Fifth Addition, in the City of Cape Girardeau, Missouri. Reading and Passage.
5. BILL NO. 25-84, a Resolution authorizing the City Manager to execute a License and Indemnity Agreement with Cape Girardeau School District No 63, to maintain certain improvements in the right-of-way along La Cruz Street. Reading and Passage.
6. BILL No. 25-85, a Resolution authorizing the City Manager to execute a Lease Agreement with Elite Avionics Services LLC, at the Cape Girardeau Regional Airport. Reading and Passage.
7. BILL NO. 25-86, 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.
8. BILL NO. 25-87, a Resolution adopting the 2025 - 2029 Community Development Block Grant (CDBG) Consolidated Plan. Reading and Passage.

Items Removed from Consent Agenda

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.

9. BILL NO. 25-88, An Ordinance providing for the Levying of the Annual City Revenue Tax: Public Health Tax: Special Business District No. 2: for the Fiscal Year Ending June 20, 2026. First Reading. FIN - Bridgett Kielhofner
10. BILL NO. 25-89, an Ordinance accepting a Permanent Utility Easement located in Lot 4, Block 1 of Smelterville, in the City of Cape Girardeau, Missouri. First Reading. DEV - Trevor Pulley

Appointments

11. Appointment to the Downtown Cape Girardeau Community Improvement District Board of Directors.

Other Business

12. Appointment of Deputy City Clerk pursuant to Section 2-53 of the City Code.

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

Staff: Alexander S. McElroy, MPA -
SEMPO Executive Director &
City Grant Coordinator

Agenda: August 4, 2025

AGENDA REPORT
Cape Girardeau City Council

SUBJECT

Public Hearing on the 2025-2029 Community Development Block Grant (CDBG) Consolidated Plan

EXECUTIVE SUMMARY

The City of Cape Girardeau's Consolidated Plan outlines a five-year strategy for investing Community Development Block Grant (CDBG) funds to meet the housing and community development needs of low and moderate-income residents. The Plan is grounded in public input, data analysis, and coordination with local and regional partners, including nonprofit organizations, housing authorities, and the Missouri Balance of State Continuum of Care. The proposed plan is available online at www.cityofcape.org/cdbg.

BACKGROUND/DISCUSSION

FINANCIAL IMPACT

From Program Years 2025 through 2029, the City is expected to receive approximately \$326,728 annually from the U.S. Department of Housing and Urban Development to support housing and community development initiatives. There is no program match requirement to receive the federal funds.

SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS

STAFF RECOMMENDATION

Staff recommends the City Council hold the Public Hearing to gather comments on the proposed 2025 - 2029 Consolidated Plan. The resolution to adopt the 2025 - 2029 Consolidated Plan will be presented to Council at the August 4, 2025 regular meeting.

BOARD OR COMMISSION RECOMMENDATION

PUBLIC OUTREACH

The City Council's Public Hearing was advertised in the Southeast Missourian on June 26, 2025.

ATTACHMENTS:

File Name

Description

No Attachments Available

Staff: Bridgett Kielhofner, Assistant
Finance Director
Agenda: August 4, 2025

AGENDA REPORT Cape Girardeau City Council	
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SUBJECT

A Public Hearing regarding the Levying of the Annual City Revenue Tax: Public Health Tax: Special Business District No. 2: for the Fiscal Year Ending June 20, 2026.

EXECUTIVE SUMMARY

This item provides for holding a public hearing and the consideration of an ordinance establishing the property tax rates for the City of Cape Girardeau for the fiscal year ending June 30, 2026. This public hearing and ordinance are completed each year in accordance with statutory requirements, established for setting the property tax rates for local governments. The proposed tax levy rates included in this represent the current year's tax rates as calculated pursuant to Article X Section 22 of the Missouri Constitution and Section 137.073 RSMo. The rates per \$100 assessed valuation are \$.3056 for the General Fund, \$.0573 for the Health Fund, and \$.7283 for the Downtown Special Business District, and are established based on the Notice of 2025 Aggregate Assessed Valuation before the of equalization (BOE) revisions to the assessed valuations.

BACKGROUND/DISCUSSION

On July 18, 2025 the County Clerk provided the notice of 2025 Aggregate Assessed Valuations. The City's assessed values of real property increased \$33,892,290 (5.5%) and the assessed values of personal property increased \$9,814,879 (5.8%) when compared to assessed valuations of the previous year. New construction with assessed values of \$9,910,060 accounted for (29.2%) of the assessed value growth of real property.

Before August 15, 2025 the Board of Equalization will finalize the revised assessed valuations and those assessments will be used to fix the property tax rates. The rates, per state Statute must be established by September 1. City Council will be asked to approve the ordinance establishing the rates during the August 18, 2025 council meeting.

FINANCIAL IMPACT

The budgeted General Fund real estate and personal property tax revenue is \$2,344,420 for the Fiscal Year Ending June 30, 2026.

A home owner that owns a house worth \$200,000 would pay \$137.90 in real estate tax to the City.

Residents would pay \$12.09 for each \$10,000 of personal property that they own.

SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS

STAFF RECOMMENDATION

Staff recommends holding the required public hearing.

BOARD OR COMMISSION RECOMMENDATION

PUBLIC OUTREACH

ATTACHMENTS:

File Name

Description

No Attachments Available

Staff: Gayle L. Conrad, MPCC/CMC,
Director of Citizen Services/City
Clerk
Agenda: August 4, 2025

AGENDA REPORT
Cape Girardeau City Council

SUBJECT

Approval of the July 21, 2025, Regular Session City Council Minutes.

EXECUTIVE SUMMARY

BACKGROUND/DISCUSSION

FINANCIAL IMPACT

SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

PUBLIC OUTREACH

ATTACHMENTS:

File Name	Description
 2025.07.21_Council_Minutes.DRAFT.pdf	2025.07.21 Regular Minutes

Proceedings of the City Council, City of Cape Girardeau, Mo.
Regular Session July 21, 2025 MM-181

STUDY SESSION – July 21, 2025

NO ACTION TAKEN DURING THE STUDY SESSION

The Cape Girardeau City Council held a study session at the Cape Girardeau City Hall on Monday, July 21, 2025, at 5:00 p.m. with Mayor Stacy Kinder presiding and Council Members Mark Bliss, David J. Cantrell, Bryan Johnson, Dan Presson, Tameka Randle and Nate Thomas present.

REGULAR SESSION – July 21, 2025

CALL TO ORDER

The Cape Girardeau City Council convened in regular session at the Cape Girardeau City Hall on Monday, July 21, 2025, at 5:14 p.m. with Mayor Stacy Kinder presiding and Council Members Mark Bliss, David J. Cantrell, Bryan Johnson, Dan Presson, Tameka Randle and Nate Thomas present.

ADOPTION OF THE AGENDA

A Motion was made by Mark Bliss, Seconded by Tameka Randle, to approve and adopt the agenda.

Motion passed. 7-0. Ayes: Bliss, Cantrell, Johnson, Kinder, Randle, Presson, Thomas.

CONSENT AGENDA

Approval of the July 7, 2025, Regular Session City Council Minutes.

BILL NO. 25-77, an Ordinance approving the record plat of Park West Hospitality Center No. 4 Subdivision. Second and Third Readings.

BILL NO. 25-78, an Ordinance approving the record plat of Park West Hospitality Center No. 5 Subdivision. Second and Third Readings.

BILL NO. 25-79, an Ordinance authorizing the issuance of Special Tax Bills for various properties located in the City and County of Cape Girardeau, Missouri. Second and Third Readings.

BILL NO. 25-80, an Ordinance vacating the city's interest in rights of way in the Henze's Addition of Out Lot 36, in the City of Cape Girardeau, Missouri. Second and Third Readings.

BILL NO. 25-81, an Ordinance authorizing the sale of certain real property along South Sprigg Street, in the City of Cape Girardeau, Missouri, and authorizing the Mayor to execute a Special Warranty Deed to Cape Girardeau School District No. 63. Second and Third Readings.

BILL NO. 25-82, a Resolution authorizing the City Manager to execute a License and Indemnity Agreement with Flock Group, Inc., to place certain improvements upon public right-of-way. Reading and Passage.

Proceedings of the City Council, City of Cape Girardeau, Mo.
Regular Session July 21, 2025 MM-182

BILL NO. 25-83, a Resolution authorizing the Mayor to execute an Agreement for Services with Southeast Missouri Regional Economic Development, Inc., a/k/a Semo REDI. Reading and Passage.

Accept sanitary sewer main improvements to serve 3320, 3324, 3328 and 3332 Campster Drive

A Motion was made by Dan Presson, Seconded by Nate Thomas, to approve and adopt. Motion passed. 7-0. Ayes: Bliss, Cantrell, Johnson, Kinder, Randle, Presson, Thomas.

BILL NO. 25-77 will be Ordinance NO. 5855; BILL NO. 25-78 will be Ordinance NO. 5856; BILL NO. 25-79 will be Ordinance NO. 5857; BILL NO. 25-80 will be Ordinance NO. 5858; BILL NO. 25-81 will be Ordinance NO. 5859; BILL NO. 25-82 will be Resolution NO. 3672; and BILL NO. 25-83 will be Resolution NO. 3673.

ADVISORY BOARD APPOINTMENT

Appointment to the Advisory Board of the Convention and Visitors Bureau

A Motion was made by David J. Cantrell, Seconded by Nate Thomas, to appoint DeWayne Schaaf to the Advisory Board of the Convention and Visitors Bureau for a term expiring June 30, 2028.

Motion passed. 7-0. Ayes: Bliss, Cantrell, Johnson, Kinder, Randle, Presson, Thomas.

MEETING ADJOURNMENT

A Motion was made to adjourn by David J. Cantrell, Seconded by Dan Presson. Motion passed. 7-0. Ayes: Bliss, Cantrell, Johnson, Kinder, Randle, Presson, Thomas.

The regular session ended at 5:23 p.m.

Stacy Kinder, Mayor

Gayle L. Conrad, City Clerk



Staff: Ryan Shrimplin, AICP - City Planner

Agenda: August 4, 2025

AGENDA REPORT Cape Girardeau City Council	
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SUBJECT

A Resolution authorizing the City Manager to execute a Performance Guarantee Agreement with SEMO Land, L.L.C., for public sidewalk improvements for Forest Hills Estates Fifth Addition, in the City of Cape Girardeau, Missouri.

EXECUTIVE SUMMARY

The attached resolution authorizes the City Manager to execute a performance guarantee agreement for public sidewalk improvements for Forest Hills Estates Fifth Addition.

BACKGROUND/DISCUSSION

The City previously entered into a performance guarantee agreement with SEMO Land, L.L.C. for public sidewalk improvements for Forest Hills Estates Fifth Addition. The agreement is now expired, and some of the sidewalks have not been constructed. A new agreement has been prepared. As part of the agreement, SEMO Land, L.L.C. has obtained a letter of credit in the amount of \$8,000.00 based on a cost estimate prepared by the City's engineering staff. The agreement, with the letter of credit, is attached.

FINANCIAL IMPACT

Per the agreement, if SEMO Land, L.L.C. does not complete the improvements in two years, then the City may complete them and request payment from the letter of credit to recover its costs.

SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS



STAFF RECOMMENDATION

Staff recommends approval of the resolution authorizing the City Manager to execute the performance guarantee agreement for Forest Hills Estates Fifth Addition.

BOARD OR COMMISSION RECOMMENDATION

PUBLIC OUTREACH

ATTACHMENTS:

File Name	Description
 25-83_Agreement_SEMO_Land_Forest_Hills_Estates_5th_Add.doc	Resolution
 PGA_Forest_Hills_Estates_Fifth_Addition_(Sidewalks) - _2025_(Partially_Executed).pdf	Performance Guarantee Agreement - Forest Hills Estates Fifth Addition

BILL NO. 25-83

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PERFORMANCE GUARANTEE AGREEMENT WITH SEMO LAND, L.L.C., FOR PUBLIC SIDEWALK IMPROVEMENTS FOR FOREST HILLS ESTATES FIFTH ADDITION, IN THE CITY OF CAPE GIRARDEAU, MISSOURI

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

ARTICLE 1. The City Manager, for and on behalf of the City of Cape Girardeau, Missouri, is hereby authorized to execute a Performance Guarantee Agreement with SEMO Land, L.L.C., for public sidewalk improvements for Forest Hills Estates Fifth Addition, 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 _____, 2025.

Stacy Kinder, Mayor

ATTEST:

Gayle L. Conrad, City Clerk



PERFORMANCE GUARANTEE AGREEMENT
FOREST HILLS ESTATES FIFTH ADDITION
SIDEWALK IMPROVEMENTS

This Performance Guarantee Agreement, hereinafter referred to as this "Agreement", is made and entered into this __10th__ day of __July__, 2025, by and between SEMO LAND, L.L.C., a Missouri Limited Liability Company, having its principal office and place of business at 2008 William Street, Cape Girardeau, Missouri, 63703, hereinafter referred to as the "Developer", and the CITY OF CAPE GIRARDEAU, MISSOURI, a Municipal Corporation of the State of Missouri, hereinafter referred to as the "City". The Developer and the City collectively are hereinafter referred to as the "Parties".

WITNESSETH:

WHEREAS, the Developer has submitted to the City, and the City has approved, the record plat of Forest Hills Estates Fifth Addition, a subdivision located within the City of Cape Girardeau, Missouri; and

WHEREAS, the Developer and the City previously entered into an agreement for establishing a performance guarantee in lieu of the Developer constructing certain public improvements in said subdivision prior to the approval of said record plat by the City; and

WHEREAS, said agreement has expired; and

WHEREAS, the Parties wish to execute this Agreement to replace the expired agreement and to establish a new performance guarantee for constructing the public sidewalks in said subdivision.

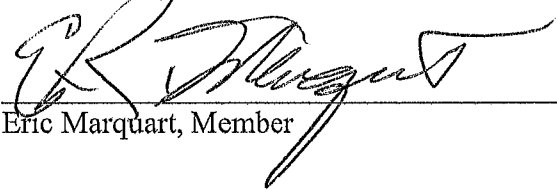
NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and agreements contained herein, the Parties stipulate and agree as follows:

1. The Developer has submitted to the City, and the City has approved, improvement plans for the public sidewalks in said Forest Hills Estates Fifth Addition, hereinafter referred to as the "Subdivision".
2. Montgomery Bank, hereinafter referred to as the "Financial Institution", has issued an Irrevocable Letter of Credit, hereinafter referred to as the "Letter of Credit", for the cost of the public sidewalk improvements in the Subdivision. The Letter of Credit is attached to this Agreement as "Exhibit A" and made a part hereof as though fully set out herein. The Letter of Credit is a commitment to the Developer from the Financial Institution that it will serve as the primary lender for the construction of the public sidewalks in the Subdivision and commits itself for enough funds to complete said sidewalks. Further, the Letter of Credit lists the City as the Beneficiary and provides for payment of funds to the City in the event the Developer is found to be in default under this Agreement.

3. A copy of the most recent financial statement of the Financial Institution is made available for the purpose of guaranteeing to the City that the Financial Institution, as the issuer of the Letter of Credit to the Developer, has sufficient resources with which to uphold its guarantee.
4. The City may, from time to time, authorize a reduction in the balance of the Letter of Credit and shall do so by written notification from the City's Administrative Officer.
5. Upon approval by the City through its Administrative Officer for the release of the remaining balance of the Letter of Credit, this Agreement shall be terminated and the Developer and the Financial Institution shall be released from any further obligation to the City insofar as the provisions of this Agreement are concerned.
6. If, after two (2) years from the date of this Agreement, all of the public sidewalks shown on the approved improvement plans have not been constructed, then the City may request payment from the balance of the Letter of Credit as required in order to construct the missing sidewalks. Said request for payment shall be per the terms of the Letter of Credit.
7. This Agreement shall not in any fashion be construed to limit the powers, rights, or duties of the City, but shall be construed in the light of the applicable City ordinances.
8. No part of this Agreement may be assigned by the Developer or the Financial Institution without first obtaining the express written consent of such assignment by the City, but the City agrees not to unreasonably withhold such consent.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the above date.


DEVELOPER
SEMO Land, L.L.C.


Eric Marquart, Member

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

On this 10 day of July, 2025, before me personally appeared Eric Marquart, Member of SEMO Land, L.L.C., a Missouri Limited Liability Company, to me known to be the person described in and who executed the foregoing instrument on behalf of said Limited Liability Company, and acknowledged that he executed the same as the free act and deed of said Limited Liability Company.

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


Notary Public

Name/My Commission Expires:

KIMBERLY M. SKROB
Notary Public - Notary Seal
State of Missouri - Cape Girardeau County
Commission # 12569729
Commission Expires June 05, 2028

CITY
City of Cape Girardeau, Missouri

Dr. Kenneth Haskin, City Manager

ATTEST:

City Clerk

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

On this this ____ day of _____, 2025, before me personally appeared Dr. Kenneth Haskin, City Manager of the City of Cape Girardeau, Missouri, a Municipal Corporation of the State of Missouri, to me known to be the person described in and who executed the foregoing instrument, and who acknowledged that the foregoing instrument was signed and sealed on behalf of said City by authority of its City Council, and acknowledged that he executed the same as the free act and deed of said City.

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

Notary Public

Name/My Commission Expires:

EXHIBIT A
LETTER OF CREDIT
on following page(s)



P.O. Box 948
Sikeston, MO 63801

DATE: JULY 10, 2025

FROM: Montgomery Bank, a Missouri Non-Fiduciary Trust Company

TO: SEMO Land, L.L.C.
2008 William Street
Cape Girardeau, MO 63701

AND

City of Cape Girardeau, Missouri (Beneficiary)
44 North Lorimer Street
Cape Girardeau, MO 63701

IRREVOCABLE LETTER OF CREDIT #666

We hereby issue this Irrevocable Letter of Credit in your favor up to the aggregate amount of Eight Thousand and 00/100 dollars, (\$8,000.00) available upon your demand and upon the approval of the City of Cape Girardeau (Beneficiary) for the cost of constructing the public sidewalks in the Forest Hills Estates Fifth Addition Subdivision, according to the record plat and improvement plans and specifications on file at the City of Cape Girardeau. If you do not complete the improvements as specified within two (2) years, the City of Cape Girardeau (Beneficiary) may, pursuant to the procedures in the City ordinances, draw the balance of your account required to complete said improvements.

Montgomery Bank, a Missouri
Non-Fiduciary Trust Company

By: 

James P. Limbaugh
Executive Vice President
Cape Girardeau Regional President

One Montgomery Bank Plaza, Sikeston, Missouri 63801
Phone (573) 335-4443 • Fax (573) 986-5518

Staff: Jake Garrard, PE, City Engineer
Agenda: August 4, 2025

AGENDA REPORT Cape Girardeau City Council	
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SUBJECT

A resolution authorizing the City Manager to execute a License and Indemnity Agreement with CAPE GIRARDEAU SCHOOL DISTRICT No 63 in the City of Cape Girardeau, Missouri.

EXECUTIVE SUMMARY

The attached License and Indemnity Agreement sets out the responsibilities, conditions, and liabilities assumed by CAPE GIRARDEAU SCHOOL DISTRICT No 63 for a fence that lies in the La Cruz Street Right of Way in the City of Cape Girardeau, Missouri.

BACKGROUND/DISCUSSION

The Cape Girardeau Technical College will be purchasing land along South Sprigg Street between La Cruz Street and La Croix Creek from the City of Cape Girardeau. There is a fence that was installed by the Fire Department that lies in the La Cruz Street Right of Way that will be included in the sale of the land. The City will be seeking a License and Indemnity agreement to indemnify themselves from the responsibility of the maintenance and liability of the fence remaining in the La Cruz Street Right of Way.

FINANCIAL IMPACT

SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS

STAFF RECOMMENDATION

Staff recommends approval of the attached Resolution authorizing the City Manager to execute a License and Indemnity Agreement to allow a fence to remain in the La Cruz Street Right of Way in the City of Cape Girardeau, Missouri.

BOARD OR COMMISSION RECOMMENDATION

PUBLIC OUTREACH

ATTACHMENTS:

File Name	Description
25-84_License_and_Indemnity_Cape_Schools_La_Cruz.doc	Resolution
EXECUTED_L_I_Agreement_S_Sprigg_Training_Site.pdf	EXECUTED L&I Agreement S. Sprigg Training Site
EXHIBIT_L_I_Agreement_Fire_Training_Site_w_Aerial.pdf	EXHIBIT L & I Agreement Fire Training Site w Aerial

BILL NO. 25-84

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO
EXECUTE A LICENSE AND INDEMNITY AGREEMENT
WITH CAPE GIRARDEAU SCHOOL DISTRICT No 63,
TO MAINTAIN CERTAIN IMPROVEMENTS IN THE
RIGHT-OF-WAY ALONG LA CRUZ STREET

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

ARTICLE 1. The City Manager, for and on behalf of the City of Cape Girardeau, Missouri, is hereby authorized to execute a License and Indemnity Agreement with Cape Girardeau School District No 63, to maintain a fence on the City's Right of Way adjacent to the Licensee's property along a certain portion of La Cruz Street, 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, 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 _____, 2025.

Stacy Kinder, Mayor

ATTEST:

Gayle Conrad, City Clerk



LICENSE AND INDEMNITY AGREEMENT

This License and Indemnity Agreement, hereinafter referred to as this "Agreement", is entered into by and between **CAPE GIRARDEAU SCHOOL DISTRICT NO 63, a public school district organized and existing under the laws of the State of Missouri**, of the County of Cape Girardeau in the State of Missouri, hereinafter referred to as the "Licensee", and the **CITY OF CAPE GIRARDEAU**, a Municipal Corporation organized and existing under the laws of the State of Missouri, hereinafter referred to as the "City". The Licensee and the City collectively are hereinafter referred to as the "Parties".

WHEREAS, the Licensee desires to place certain improvements and/or conduct certain activities in or on public right-of-way or other property owned or controlled by the City, hereinafter referred to as the "City Property"; and

WHEREAS, the City has prepared this Agreement for the purposes of granting permission to the Licensee to place said improvements and/or conduct said activities in or on the City Property, subject to certain conditions contained herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the Parties do hereby state, acknowledge, and agree as follows:

1. The City hereby grants the Licensee permission for the following improvements and/or activities: to install, operate, maintain or replace a Fence in the southern part of the La Cruz Street Right of Way as shown on Smelterville, a subdivision recorded in Plat Book 2 at Page 42 in the Cape Girardeau County land records. The permitted area where the fence can exist is more particularly described as: running parallel to the South line of La Cruz St. Right of Way and being not farther away from said southern line as 20 foot wide. The south line of La Cruz St right of way being the same line as the north line of Block 1 of Smelterville subdivision. The western side of the permitted Fence is to be no farther West than the Eastern line of the platted Sprigg St right of way of said subdivision; said line being the same line as a prolonged line to the north of the west line of Lot 1, Block 1 of said subdivision. The Eastern line of said permitted Fence is to be no farther East than a prolonged line if extended northward of the Eastern line of Lot 16, Block 1 of Smelterville into the La Cruz St right of way.
2. The Licensee hereby assumes all risk of personal injury or death and property damage or loss from whatever causes arising while any person approaches, enters, uses, or leaves the City Property, which may occur directly or indirectly as a result of the placement of said improvements and/or the conduct of such activities in or on the City Property.
3. The Licensee hereby releases the City, its officers, employees, agents, servants, and assigns from any liability resulting from the placement of said improvements and/or the conduct of such activities in or on the City Property.
4. The Licensee hereby indemnifies and holds harmless the City, its officers, employees, agents, servants, and assigns from all suits and actions of every name and description brought against the same, for or on account of any injuries or damages received or sustained by any party or parties or alleged to be received or sustained by any party or parties that may result directly or

indirectly from the placement of said improvements and/or the conduct of such activities in or on the City Property.

5. The Licensee hereby agrees to keep said improvements in a state of good repair and to cooperate with the City by making necessary repairs as requested by the City so as to protect and preserve the public health and safety.
6. The Licensee hereby agrees that it will not maintain in or on the City Property any hazardous or toxic waste or substances, as defined under all applicable federal, state, and local environmental laws, including, but not limited to: hazardous waste as defined in the Resource Conservation and Recovery Act of 1976, as amended (hereinafter referred to as "RCRA"), hazardous substances as defined in the Comprehensive Environmental Response Compensation and Liability Act, as amended (hereinafter referred to as "CERCLA"), and toxic substances as defined in the Toxic Substances Control Act, as amended (hereinafter referred to as "TSCA"). Any operations in or on the City Property shall not be in violation of any laws, regulations, ordinances, statutes, orders, or decrees of any governmental body, arbitration tribunal, or court, including, without limitation, RCRA, CERCLA, TSCA, and all regulations thereunder. There shall be no conduct of business in or on the City Property that constitutes a violation of environmental laws or any other laws, regulations, ordinances, statutes, order or decrees of any governmental body.
7. Neither this Agreement, nor any portion thereof, nor any actions of the City in granting permission to place said improvements and/or conduct said activities in or on the City Property, shall be construed to give the Licensee any irrevocable rights with respect thereto. The City reserves the right to terminate this Agreement and to order the removal of said improvements and/or the cessation of said activities, at the Licensee's cost, for any reason. In such event, the Licensee agrees to remove said improvements and/or cease said activities within a reasonable period of time as determined by the City. Should the Licensee fail to remove said improvements and/or cease said activities within said period of time, the City shall have the right to cause said improvements to be removed and/or said activities to be stopped, and any costs incurred by the City in doing so shall be paid by the Licensee. Should the Licensee fail to pay the City for said costs, the City shall have the right to issue a special tax bill, which shall be a lien against the Licensee's property referenced herein.
8. This Agreement shall be a continuing obligation running with the land, and shall bind the Licensee and any heirs, executors, administrators, successors, assigns, and legal representatives of the Licensee. This Agreement shall be recorded in the Office of the Recorder of Deeds of Cape Girardeau County, Missouri, and shall be of record.

(Remainder of this page intentionally left blank)

IN WITNESS WHEREOF, the Parties have executed this Agreement on this 20 day of March, 2025.

CAPE GIRARDEAU SCHOOL DISTRICT NO 63

Howard Benyon
Signature

STATE OF Missouri)
COUNTY OF Cape Girardeau) SS.

On this 20 day of March, 2025, before me personally appeared Howard Benyon who did state that he/she is the Superintendent of **CAPE GIRARDEAU SCHOOL DISTRICT NO 63, a public school district organized and existing under the laws of the State of Missouri**, of the County of Cape Girardeau in the State of Missouri, and that they have executed the foregoing instrument as a free act and deed for the said purposes therein stated.

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



Kristy L. Mehner
Notary Public Signature

Kristy L. Mehner
Notary Public Printed Name

My Commission Expires: 11-24-2026

IN WITNESS WHEREOF, the Parties have executed this Agreement on this 21st day of March, 2025.

CITY OF CAPE GIRARDEAU


Dr. Kenneth Haskin, City Manager

ATTEST:


Gayle Conrad, City Clerk



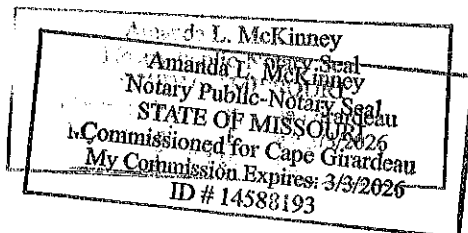
STATE OF MISSOURI)
) SS.
COUNTY OF CAPE GIRARDEAU)

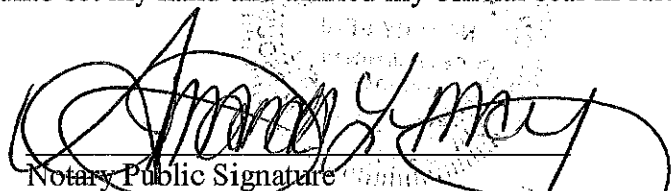
On this 21st day of March, 2025 before me personally appeared Dr. Kenneth Haskin, City Manager of the City of Cape Girardeau, a Municipal Corporation organized and existing under the laws of the State of Missouri, known by me to be the person described in and who executed the foregoing instrument, and acknowledged that the foregoing instrument was signed and sealed on behalf of said City by authority of its City Council, and acknowledged that he executed the same as the free act and deed of said City.

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

My Commission Expires:

3/3/2026




Notary Public Signature

Amanda L. McKinney
Notary Public Printed Name

Legal Description - L & I for La Cruz St ROW in Smelterville

1-10-2025

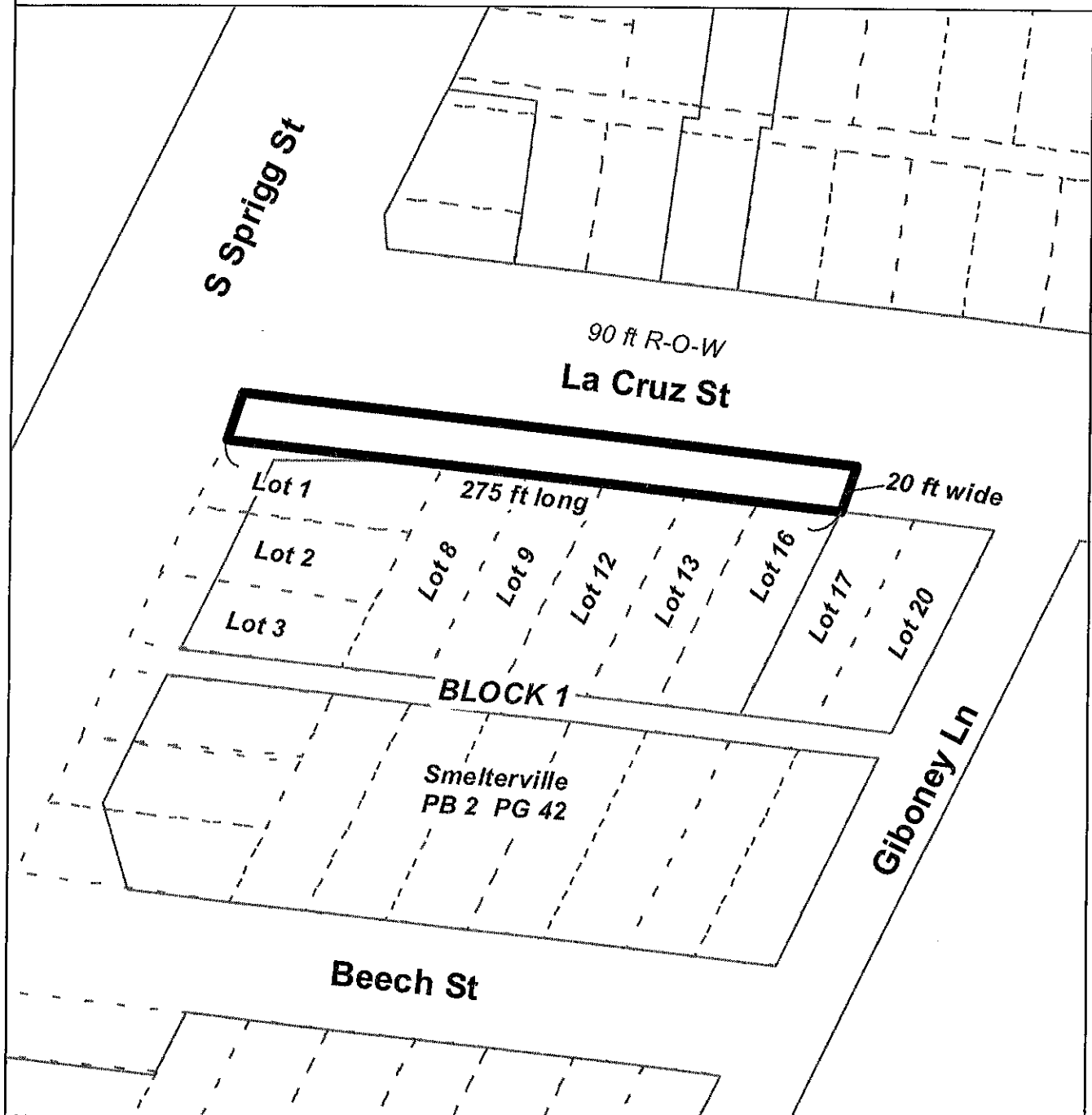
A part of La Cruz Street Right of Way of Smelterville, a subdivision recorded in Plat Book 2, at Page 42 in the County Land Records, in the City and County of Cape Girardeau, Missouri and further described as follows:

All that part, adjacent to and along the southern line and being 20 foot wide, of LaCruz Street Right of Way of the aforementioned Smelterville stretching from the Northwest corner of Lot 1, Block 1 of said subdivision for a length of 275 feet, more or less, to the Northeast corner of Lot 16, Block 1 of said subdivision and there terminating.



CITY of CAPE
GIRARDEAU

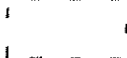
License & Indemnity Agreement for La Cruz St Right of Way



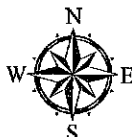
L & I Agreement Area



Parcel



Lot Lines



LEGEND

0 50 100 Feet 1:822

Date: 1/10/2025

Created by: Development Services
Teresa Heffner, Alliance Water Resources

Data Source(s):
City of Cape Girardeau Government, MO

CITY of CAPE GIRARDEAU

Layers provided by the City of Cape Girardeau are to be used for visual aid only and are not guaranteed to be accurate. These layers are not to be used for any engineering or design purposes.



CITY of CAPE
GIRARDEAU

License & Indemnity Agreement for La Cruz St Right of Way



L & I Agreement
Area of Interest



Parcel



Lot Lines



LEGEND

0 50 100 Feet 1:822

Date: 6/28/2025

Created by: Development Services
Teresa Hefner, Alliance Water Resources

Data Source(s):
City of Cape Girardeau Government, MO

CITY of CAPE GIRARDEAU

Layers provided by the City of Cape Girardeau are to be used for visual aid only and are not guaranteed to be accurate. These layers are not to be used for any engineering or design purpose.

Staff: JoJo Stuart, Airport Manager
Agenda: August 4, 2025

AGENDA REPORT Cape Girardeau City Council	
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SUBJECT

A resolution authorizing the City Manager to execute a Lease Agreement with Elite Avionics Services LLC, at the Cape Girardeau Regional Airport

EXECUTIVE SUMMARY

The attached agreement for lease space to be maintained by Elite Avionics Services LLC, provides for a new, five (5) year lease in Hangar 71, located at the Cape Girardeau Regional Airport, for the purpose of providing an aircraft avionics shop with administrative office space and hangar floor space. The employees will be providing avionics installation and troubleshooting services for all types of aircraft.

BACKGROUND/DISCUSSION

Elite Avionics Services LLC's first lease started in July 2017, with the hope that the business would be successful and expand in the future. This new lease reflects the businesses success with the increased amount of office space to be leased.

FINANCIAL IMPACT

This new agreement will provide \$1,036 monthly (\$12,432 annually) in revenue compared to the prior lease amount of \$495 per month (\$5,950 annually). This equates to an increase of \$540 per month, or \$6,480.04 annually. Elite is increasing their office space from 280 sq ft. to 1,000 sq ft.

SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS



STAFF RECOMMENDATION

It is recommended the City Council approve a resolution authorizing the City Manager to enter into the attached agreement with Elite Avionics Services LLC, in the amount of \$12,432 annually, at the Cape Girardeau Regional Airport.

BOARD OR COMMISSION RECOMMENDATION

PUBLIC OUTREACH

ATTACHMENTS:

File Name	Description
 25-85_Airport_Lease_Elite_Avionics.doc	Resolution
 Elite_Avionics_LEASE_2025.pdf	Agreement

BILL NO. 25-85

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO
EXECUTE A LEASE AGREEMENT WITH ELITE AVIONICS
SERVICES LLC, 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 a Lease Agreement, with Elite Avionics Services LLC, for the property located inside the hangar address 9071 John E. Goodwin Memorial Drive, at the Cape Girardeau Regional Airport, in the City of Cape Girardeau, Missouri. The Agreement shall be in substantially the form attached hereto as Exhibit A, which document is hereby approved by the City Council, 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 _____, 2025.

Stacy Kinder, Mayor

ATTEST:

Gayle L. Conrad, City Clerk



ELITE AVIONICS SERVICES LEASE

This Agreement, made and entered into this ____1st____ day of __August____, 2025, by and between the City of Cape Girardeau, Missouri, a Municipal Corporation, hereinafter called “Lessor” and Elite Avionics Services LLC, a corporation organized and existing under and by virtue of the laws of the State of Missouri, and authorized to do business in the State of Missouri, hereinafter referred to as “Lessee”,

In consideration of the mutual promises and covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, both parties hereto agree as follows:

SECTION 1. LEASED PREMISES.

Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, the property shown on diagram in Exhibit A, located inside the hangar (#71) at the address 9071 John E. Godwin Memorial Drive, which real estate is owned by the City of Cape Girardeau, Missouri located at the Cape Girardeau Regional Airport in Scott County, Missouri.

The property areas designated in Exhibit A shall be referred to as the “Premises”

As used herein, “Common Areas” shall mean all areas within the Property that are available for the common use of tenants of the Property and that are not leased or held for the exclusive use of Tenant or other tenants or licensees, including, but not limited to, parking areas, driveways, sidewalks, loading areas, corridors, hallways, landscaping and planted areas. Tenants shall have the nonexclusive right to use the Common Areas for the purposes intended, subject to such reasonable rules and regulations as Landlord may uniformly establish from time to time.

SECTION 2. USE OF PREMISES.

Lessee shall occupy and use the Premises to operate a Federal Aviation Administration approved business directly associated with aircraft avionics repairs and installation, aircraft repairs, maintenance, and renovation. Such aircraft can be defined as civilian or military, helicopters or fixed wing type aircraft.

Lessee agrees to limit the use of the hangar facilities to those areas and activities listed above and to allow the Lessor to use the remaining portions of the hangar for daily storage of aircraft or for leasing additional hangar and/or office space to any other business for any aviation related activity. Lessee may, however, have free ingress and egress to the air side ramp areas, utilizing the air side hangar door, when it is necessary to access aircraft, equipment, or other associated vehicles.

Lessee shall not use or permit the use of all or any portion of the Premises in any other manner than herein set forth, without the prior written consent of Lessor. Lessee shall all times maintain a respectable,

clean, and professional operation and appearance. The Lessee's will be responsible for the cleaning and providing supplies for the restrooms.

Lessee further agrees to comply with all Rules and Regulations set out by the Cape Girardeau Regional Airport, as amended.

SECTION 3. TERM.

The original term of this Agreement shall be for five (5) years, commencing on the 1st day of August 2025, and shall expire on the 31st day of July, 2030. At the conclusion of the original term, all rental amounts and other conditions of the Lease shall be subject to renegotiation at the option of Lessor, otherwise, this Agreement shall continue in force from year to year unless one of the parties to the Agreement notifies the other party in writing, at least sixty (60) days prior to June 30th, that they intend to renegotiate the contract.

SECTION 4. RENT.

Lessee promises and agrees to pay rent to the Lessor for the Premises at a rate of \$1,036.00 monthly, which is the sum of (980 square feet hangar floor space multiplied by \$3.50 per square foot per year, plus the sum of 1000 square feet of office space multiplied by \$9.00 per square foot per year) divided by 12 months.

This rent payment includes expenses for all water, gas, electricity, sewer and other utility charges, except for telephone and internet, associated with the Premises during the term of this Lease. Any additional space used by the Lessee shall be subject to additional rental payments as a part of monthly rent, upon Agreement and approval by the Airport Manager or his/her assigned designee.

The rent is payable monthly and Lessee shall pay to Lessor before the 10th day of each month the rent herein before provided the previous month. All payments are to be made at the office of the City Collector of the City of Cape Girardeau or at such other place as Lessor may direct.

For each successive five (5) year period during the initial Term or a Renewal Term, if any, the monthly rental amount shall equal the monthly rental amount for the preceding five year rental period plus 15 percent (15%).

Subject to provisions in **SECTION 15. DAMAGES.**, should hangar 71 be damaged in such a way as to cause reduction or cessation of Lessee's business, the base minimum rent shall be reduced by the same percentage as the gross receipts of the Lessee are reduced during the months of such damage, compared to the corresponding calendar months of the immediately preceding year, provided that such damage is in no way proximately caused by Lessee, its agents or employees.

SECTION 5. ASSIGNMENT AND SUBLETTING.

Lessee shall not assign this Lease, nor shall the Premises or any part thereof, be assigned, let or sublet without the prior written consent of Lessor, which consent shall not be unreasonably withheld.

SECTION 6. TERMINATION OF LEASE.

Following the initial five (5) year term of this Lease, Lessee or Lessor shall be required to give at least sixty (60) days' notice of intent to terminate this Lease. Failure of the Lessee to conduct business in excess of thirty (30) consecutive days without written notice giving reasonable cause of such to Lessor may be abandonment of the Premises. Failure by Lessee to give such notice shall be considered as abandonment of the Premises and shall result in termination of the terms of this Lease – AND – Lessee shall pay to Lessor, one month's rent at the highest rate applicable in paragraph 4 of this Lease.

SECTION 7. REPAIRS.

Lessee shall be responsible for damage to the Premises resulting from Lessee's use of the Premises, ordinary wear and tear excepted and Lessee shall keep the Premises in good and safe repair and condition at all times during the term hereof.

SECTION 8. ALTERATIONS AND IMPROVEMENTS.

Lessee shall make no alterations, additions, repairs, replacements or improvements upon the leased premises without the prior written consent of Lessor. Such consent shall not be withheld without reasonable cause. All alterations, additions, repairs, replacement and improvements shall be and remain the property of Lessor and be surrendered with the Premises as part thereof upon termination of this Lease.

SECTION 9. SIGNS.

Lessee shall not construct, attach, affix or paint any sign, advertisement or notice on the exterior of the Premises, including screens, awnings and shades without the prior written consent of Lessor. Lessor agrees to work with the Lessee in facilitating a location upon which Lessee can erect and maintain a sign or signs, which will, at a minimum, advertise the business of the Lessee.

SECTION 10. COMPLIANCE WITH LAWS.

Lessee covenants and agrees that it will comply with all the requirements of all laws regulating the use and occupancy of buildings in Cape Girardeau, Missouri and that it will not create or permit any nuisance in or upon the Premises to the annoyance of neighboring properties, or permit waste of the Premises to occur, or allow the Premises to be used for any illegal, immoral or illegitimate purposes.

SECTION 11. UTILITIES.

Lessee shall be responsible to pay all local and long distance telephone expenses associated with Lessee's business. Additionally, computer or internet service charges will be the responsibility of Lessee.

SECTION 12. PUBLIC LIABILITY INSURANCE.

Lessee shall procure and maintain in effect for the term of this Agreement, liability insurance in an amount not less than \$517,306.00 for one person and \$3,448,710.00 for any one occurrence involving injury, including death, to more than one person, with property damage insurance of not less than

\$500,000.00 for any one occurrence. The Lessor shall be named as an additional insured and the policy shall provide that in the event of cancellation, written notice of such cancellation shall be given to the Lessor at least thirty days prior to the effective date of such cancellation. If, however, the State of Missouri raises the liability limits for municipalities contained in Section 537.600 et seq., revised Statutes of Missouri, or elsewhere, Lessee shall increase its liability insurance to an amount equal to the increased liability limits.

SECTION 13. INDEMNIFICATION.

Lessee shall indemnify and hold harmless and defend the Lessor, its officers, agents and employees from and against any and all claims, demands, damage, loss or liability of any kind or nature, costs or expenses, including attorney's fees and witness costs which may be asserted by any person or persons for or on account of injuries or death or damages to property sustained because of or arising out of activities of Lessee, its officers, agents or employees provided for herein, whether or not there is concurrent active or passive negligence on the part of the Lessor, but excluding liabilities due to the sole willful misconduct of the Lessor. Lessor shall not be liable for its failure to perform the Agreement or for any loss, injury, damage or delay of any nature whatsoever resulting there from caused by any Act of God, fire, flood, accident, epidemic, pandemic, strike, labor dispute, riot, insurrection, war or any other cause beyond Lessor's control.

SECTION 14. TAXES.

Lessor shall pay any real estate taxes on the Premises. Lessee will be responsible only for such taxes as are assessed against Lessee's activity and on the equipment Lessee owns, and/or uses in the conduct of its activity.

SECTION 15. DAMAGES.

If the Premises or any improvements thereon become damaged in whole or in part by fire or other casualty through no fault of Lessee to such extent as Lessee determines said damage will interfere with or inconvenience it in its operations, Lessee shall have the following options:

- 1) Lessee may request Lessor to repair the damaged Premises at Lessors expense if such damage is not the result of Lessees use or occupancy. Lessor, however, shall have sole discretion in deciding whether to rebuild the Premises.
- 2) If said Premises are not rebuilt, Lessee may, upon 30 days written notice, forthwith terminate this Lease, in which event Lessee shall have no further liability or obligation to Lessor.

If the Premises or any improvements thereon become damaged in whole or in part as a result of Lessee's use or occupancy, Lessor may, in its sole discretion, repair such damage but at Lessee's expense, and if such damage is covered by Lessee's insurance, then the proceeds of such insurance shall be paid to Lessor to be applied to such restoration or repair, with any excess paid to, or deficiency paid by, Lessee as the case may be.

SECTION 16. DEFAULT.

If any default shall be made in Lessee's compliance with any term or provision of this Agreement, then Lessor may at its sole option, upon 30 days written notice, forthwith terminate this Lease. Lessee, however, shall have the right to cure any such default, other than non-payment of rent, within that thirty (30) day period. Upon such termination of this Lease, Lessee shall peacefully surrender possession of the Premises to Lessor, and all rights of Lessee to the Premises shall cease and desist.

SECTION 17. SURRENDER AT END OF TERM.

On the last day of the Lease term, whether or not accelerated, Lessee shall peacefully and quietly leave and surrender the Premises to Lessor, including all improvements added by Lessee, if any, in as good condition as reasonable use and wear thereof will permit.

SECTION 18. NOTICES.

Any notice or demand provided for herein may be given to Lessor and Lessee to be served by personal service or by ordinary mail, postage prepaid, addressed to Lessor at: Office at the Airport Manager, Cape Girardeau Regional Airport, P.O. Box 617, Cape Girardeau, MO 63702 and to Lessee at US Aviation Academy, Attn: Mike Sykes, CFO, Denton Municipal Airport, 4850 Spartan Drive., Denton TX 76207. Either party may designate in writing, a new address to which any such notice, demand, or communication shall thereafter be given.

SECTION 19. WAIVERS.

No waiver of any right to re-enter or terminate, by acceptance of rent or otherwise, shall waive any subsequent right to re-enter or terminate for subsequent breaches of any covenant, term or condition of this Lease, nor shall any consent by Lessor to any assignment or subletting of the Premises, or any part thereof, waive any of the covenant, terms or conditions of this Lease relating to assignment or subletting.

SECTION 20. CONDITIONS OF PREMISES.

Lessee acknowledges that it has examined the Premises and the parking facilities prior to the execution of this Agreement and knows of the condition thereof; that no representations as to the condition or state of repair thereof have been made by Lessor other than those expressed herein; and that Lessee accepts the Premises and the parking facilities in their condition "as is" and "with all faults" at the beginning of the Lease term.

SECTION 21. DEFINITIONS.

Whenever the words "Lessor" or "Lessee" are used herein, they shall be construed to include the successors and assigns of the parties, who shall also be bound by the terms of this Agreement.

SECTION 22. MISCELLANEOUS.

This Agreement and its performance shall be deemed to have been fully executed, made by both the Lessee and the Lessor in, and governed by and construed in accordance with the laws of the State of Missouri and to be performed wholly within such state, without regard to choice or conflict of laws provisions. Both the Lessee and the Lessor hereto agree that any action at law, suit in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of Cape Girardeau County, Missouri, and waive any objection based upon venue or forum non conveniens or otherwise.

In no event shall the language of this Agreement constitute or be construed as a waive or limitation on the Lessor's rights or defense with regard to applicable sovereign, governmental, or immunities and protections as provided by federal and state constitution or law. No official, officer, attorney, or employee of the Lessor shall be personally liable to the Lessee or any employee of the Lessee in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement.

The headings and captions of this Agreement are for convenience and reference only, and in no way define, limit, or describe the scope or intent of this Agreement or any provision thereof and shall in no way be deemed to explain, modify, amplify or aid in the interpretation or construction of the provisions of this Agreement. The Lessor and the Lessee and their respective attorneys have had full opportunity to review and participate in the drafting of the final form of this Agreement. This Agreement shall be construed without regard to any presumption or other rule of construction whereby ambiguities within this Agreement would be construed or interpreted against the party causing the document to be drafted. In any interpretation, construction or determination of the meaning of any provision of this Agreement, no presumption whatsoever shall arise from the fact that the Agreement was prepared by or on behalf of any party.

The Lessor and the Lessee agree that this Agreement constitutes the entire Agreement between the parties and no other agreement or representations other than those contained in this Agreement have been made by the parties. The Lessor's failure at any time hereafter to require strict performance by the Lessee of any provision of this Agreement shall not waive, affect or diminish any right of the Lessor thereafter to demand strict compliance and performance therewith. This Agreement may be amended at any time prior to termination only upon mutual agreement by both the Lessee and the Lessor. This Agreement shall be amended only in writing and effective when signed by the duly authorized agents of the parties.

SECTION 23. INCLUDED SERVICES.

Lessor shall provide parking facilities for use by Lessee's employees and visitors/customers as an integral part of this Agreement. However, the Lessor reserves the right to make alterations to the parking facilities at the Airport at the Lessor's sole discretion.

SECTION 24. FEDERAL ASSURANCES.

Lessee will not, on the grounds of race, color, creed or national origin, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 21 or the Regulations of the Office of the Secretary of Transportation. Lessor reserves the right to take such action as the United States Government may direct to enforce this covenant.

This Lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States, relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport.

It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.

In the event that facilities are constructed, maintained, or otherwise operated on the property described in the Lease, for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate its facilities and services in compliance with all requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations now exist or as they may from time to time be amended.

Lessee, for itself, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) No person on the grounds of race, color creed or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) In the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, creed or national origin shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination; (3) The "Lessee" shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

Lessor agrees to furnish service on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED, that Lessee may make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchases or as is from time to time allowed through various marketing devices.

SECTION 26. PARTIES ABOUND.

All of the terms, covenants and conditions herein contained shall be binding upon and shall insure to the benefit of the parties, their successors, heirs, executors, administrators and assigns.

IN WITNESS WHEREOF, the parties here to have caused this Agreement to be executed as of the day and year first above written at Cape Girardeau, Missouri.

CITY OF CAPE GIRARDEAU, MISSOURI

Dr. Kenneth Haskin
City Manager

JoJo Stuart
Airport Manager

ATTEST:

Gayle Conrad
City Clerk

LESSEE

Elite Avionics Services LLC
Brian Ozark, CEO

Staff: JoJo Stuart, Airport Manager
Agenda: August 4, 2025

AGENDA REPORT Cape Girardeau City Council	
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SUBJECT

Execution of an Airport Infrastructure Grant (AIG) grant agreement with the Federal Aviation Administration to construct taxilanes and site development for two 10-unit T-hangars at the Cape Girardeau Regional Airport. AIP Project No. 3-29-0013-022-2025.

EXECUTIVE SUMMARY

Construct Taxilanes (Approximately 750 Feet by 25 Feet) and Site Development for Two 10-Unit T-Hangars.

This project is for \$796,764. The AIG grant agreement will be used to fund 95% of the taxiway reconstruction, with a local match of 5% required.

BACKGROUND/DISCUSSION

The taxilanes and T-Hangars have been constructed per the FAA guidelines so the AIG Grant will be used to reimburse the City for the money used on these projects.

FINANCIAL IMPACT

The AIG Grant is for \$796,764. The City of Cape Girardeau will be required to fund 5% which will be \$39,838.

SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS

The 20 new T-hangars will increase the airport's revenue and provide new enclosed parking for some of the airport's tenants. The taxilanes connect all of the airport's T-hangars to Taxiway E and F which allows for easier access and more efficient operations.



STAFF RECOMMENDATION

It is recommended that City Council approve a resolution allowing the City Manager to execute the attached Airport Infrastructure Grant Program Grant Agreement with the Federal Aviation Administration, in the amount of \$756,926.00 with a 5% local match (\$39,838), to fund the construction of taxilanes and the site development for two 10-unit T-hangars at the Cape Girardeau Regional Airport.

BOARD OR COMMISSION RECOMMENDATION

PUBLIC OUTREACH

ATTACHMENTS:

File Name	Description
 25-86_Agreement_FAA_Grant_022-2025.doc	Resolution
 AIP_Grant_No_3-29-0013-022-2025.pdf	AIP Grant No 3-29-0013-022-2025

BILL NO. 25-86

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 3-29-0013-022-2025 with the United States of America acting through the Federal Aviation Administration to construct taxilanes and for site development of two 10-unit T-hangars. 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 _____, 2025.

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

Mr. JoJo Stuart
Airport Manager
Cape Girardeau Regional Airport
860 Rush H. Limbaugh Jr. Memorial Drive
Cape Girardeau, MO 63703

Dear Mr. Stuart:

The Grant Offer for Infrastructure Investment and Jobs Act (IIJA) Airport Infrastructure Grant (AIG) Project No. 3-29-0013-022-2025 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.
6. Signatures must be obtained and finalized no later than
7. 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.

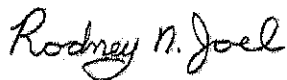
Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$1,000,000 or more in Federal awards to conduct a single or program specific audit for 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, Ph: (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

Director, Central Region Airports Division



U.S. Department
of Transportation
Federal Aviation
Administration

FY 2025 AIRPORT INFRASTRUCTURE GRANT

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date

Airport/Planning Area

Cape Girardeau Regional

Airport Infrastructure Grant
Number

3-29-0013-022-2025

Unique Entity Identifier

L1RQMKMJYF76

TO: City of Cape Girardeau, Missouri

(herein called the "Sponsor") (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 **July 10, 2025**, 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:

Construct Taxilanes (Approximately 750 Feet By 25 Feet) and Site Development for Two 10-Unit T-Hangars

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out, the Infrastructure Investment and Jobs Act (Public Law (P.L.) 117-58) of 2021; 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 attached Grant Assurances dated April 2025, interpreted, and applied consistent with the FAA Reauthorization Act of 2024; (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 **\$756,926.00.**

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

\$756,926.00 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) except as noted in 49 U.S.C. § 47142(b).

- 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 and as stated in 49 U.S.C § 47142(b). Eligible project-related costs incurred on or after November 15, 2021 that comply with all Federal funding procurement requirements and FAA standards are allowable costs.
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 Sponsors are 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**

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). The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

- (a) (1) The Sponsor fails to obtain or provide any Sponsor grant contribution as required by the agreement;
- (2) A completion date for the Project or a component of the Project is listed in the agreement and the Recipient fails to meet that milestone by six months after the date listed in the agreement;
- (3) The Sponsor fails to comply with the terms and conditions of this agreement, including a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the Sponsor;
- (4) Circumstances cause changes to the Project that the FAA determines are inconsistent with the FAA's basis for selecting the Project to receive a grant; or
- (5) The FAA determines that termination of this agreement is in the public interest.
- (b) In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.
- (c) The Sponsor may request that the FAA terminate the agreement under this section.

3. **Ineligible or Unallowable Costs.** In accordance with P.L. 117-58, Division J, Title VIII, and 49 U.S.C. § 47110, the Sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.
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, IIJA (P.L. 117-58), and 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 or such subsequent date as may be prescribed in writing by the FAA.

9. Improper Use of Federal Funds and Mandatory Disclosure.

- a. 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.
- b. The Sponsor, a recipient, and a subrecipient under this Federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

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 invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. Informal Letter Amendment of IJA 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, subject to the availability of Federal funds, 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 American.** 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 IJIA (P.L. 117-58), 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 \$1,000,000 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 (SAM.gov) exclusions 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 it has entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debar 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 of 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. Under this Grant, the recipient, its employees, subrecipients under this Grant, and subrecipients employees must not engage in:

- i. Severe forms of trafficking in persons;
 - ii. The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;
 - iii. The use of forced labor in the performance of this grant; or any subaward; or
 - iv. Acts that directly support or advance trafficking in persons, including the following acts:
 - a) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - b) Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
 - c) Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or
 - d) The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
 - e) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
 - f) Charging recruited employees a placement or recruitment fee; or
 - g) Providing or arranging housing that fails to meet the host country's housing and safety standards.
2. The FAA may unilaterally terminate this Grant or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if any private entity under this Grant:
- i. Is determined to have violated a prohibition in paragraph (b)(1) of this Grant; or
 - ii. Has an employee that is determined to have violated a prohibition in paragraph(b)(1) of this Grant through conduct that is either:
 - a) Associated with the performance under this Grant; or
 - b) Imputed to the recipient 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 Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- c. *Provisions applicable to a recipient other than a private entity.*
1. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if subrecipient than is a private entity under this award:
- i. Is determined to have violated a prohibition in paragraph (b)(1) of this Grant or

- ii. Has an employee that is determined to have violated a prohibition in paragraph (b)(1) of this Grant through conduct that is either:
 - a) Associated with the performance under this Grant; or
 - b) Imputed to the recipient 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 Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
 - 1. The recipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (b)(1) of this Grant.
 - 2. The FAA's right to unilaterally terminate this Grant as described in paragraphs (b)(2) or (c)(1) of this Grant, implements the requirements of 22 U.S.C. chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this Grant.
 - 3. The recipient must include the requirements of paragraph (b)(1) of this Grant award term in any subaward it makes to a private entity.
 - 4. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).
- e. *Definitions. For purposes of this Grant award, term:*
 - 1. "Employee" means either:
 - i. An individual employed by the recipient 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 the recipient 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 requirements.
 - 2. "Private entity" means:
 - i. Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.
 - ii. The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meaning given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

23. IJA 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.** In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4701, an employee of a grantee, subgrantee contractor, recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. § 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712. See statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.
26. **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.
27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its 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.
28. **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, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program 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 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, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. 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.

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 the FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that the 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, the 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>

29. Applicable Federal Anti-Discrimination Laws. Pursuant to Section (3)(b)(iv), Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, the sponsor:

- a. Agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 U.S.C. 3729(b)(4); and
- b. certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

30. Federal Law and Public Policy Requirements. The Sponsor shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Sponsor will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.

31. National Airspace System Requirements

- a. The Sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The Sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.
- b. If the FAA determines that the Sponsor has violated subsection (a), the FAA may impose a remedy, including:
 - (1) additional conditions on the award;
 - (2) consistent with 49 U.S.C chapter 471, any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the USDOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or
 - (3) any other remedy legally available.

- c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.
 - d. The Sponsor acknowledges that amounts that the FAA requires the Sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR parts 900–904).
- 32. Signage Costs for Construction Projects.** The airport grant recipient hereby agrees that it will require the prime contractor of a Federally- assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.
- 33. Title 8 - U.S.C., Chapter 12, Subchapter II - Immigration.** The sponsor will follow applicable federal laws pertaining to Subchapter 12, and be subject to the penalties set forth in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8 U.S.C. § 1327, Aiding or assisting certain aliens to enter.

SPECIAL CONDITIONS

- 34. Airport Layout Plan (ALP).** The Sponsor understands and agrees to update the ALP to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA as prescribed by 49 U.S.C. § 47107(a)(16). It is further mutually agreed that the reasonable cost of developing said ALP is an allowable cost within the scope of this project, if applicable. Airport Sponsors Grant Assurance 29 further addresses the Sponsor's statutory obligations to maintain an ALP in accordance with 49 U.S.C. § 47107(a)(16).
- 35. 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.
- 36. 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.
- 37. 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 to 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.
- 38. 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:
 - a. Location of all runways, taxiways, and aprons;
 - b. Dimensions;
 - c. Type of pavement; and,
 - d. Year of construction or most recent major reconstruction, rehabilitation, or repair.
 - 2. Inspection Schedule.
 - a. 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.
 - b. 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:
 - a. Inspection date;
 - b. Location;
 - c. Distress types; and
 - d. 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.
39. **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.

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

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

(Signature)

Rodney N. Joel

(Typed Name)

**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 _____

City of Cape Girardeau

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(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; the Infrastructure Investment and Jobs Act (P.L. 117-58) of 2021; 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)

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.

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, 37, and 40 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

The Sponsor 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. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are 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.) (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. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- cc. Build America, Buy America Act, P.L. 117-58, Title IX.
- dd. Endangered Species Act – 16 U.S.C. 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- hh. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3, 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 49 U.S.C. 47107(a)(16) and (x), 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. Airport Layout Plan.

- a. The airport owner or operator will maintain a current 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.
- b. Subject to subsection 49 U.S.C. 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.
- c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
 2. complies with the portions of the plan approved by the Secretary.
- d. When the airport owner or operator makes a change or alteration in the airport or the facilities 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 its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, 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.

30. 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 (42 U.S.C. 2000d to 2000d-4); creed and sex 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 **(Cape Girardeau Regional Airport)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (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, all businesses 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, 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, 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.

31. 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.

32. 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.

33. 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.

34. 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/sites/faa.gov/files/aip-pfc-checklist_0.pdf) for AIP projects as of July 10, 2025.

35. 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.

36. 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.

37. 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).

38. 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.

39. 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.

40. Access to Leaded Aviation Gasoline

- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.
- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).

Staff: Alexander S. McElroy, MPA -
SEMPO Executive Director &
City Grant Coordinator

Agenda: August 4, 2025

AGENDA REPORT
Cape Girardeau City Council

SUBJECT

A Resolution adopting the 2025 - 2029 Community Development Block Grant (CDBG) Consolidated Plan.

EXECUTIVE SUMMARY

The City of Cape Girardeau's Consolidated Plan outlines a five-year strategy for investing Community Development Block Grant (CDBG) funds to meet the housing and community development needs of low- and moderate-income residents. The Plan is grounded in public input, data analysis, and coordination with local and regional partners, including nonprofit organizations, housing authorities, and the Missouri Balance of State Continuum of Care.

For Program Year 2025, the City anticipates receiving \$326,728 in CDBG funding, with an estimated \$1.63 million over the five-year planning period. These resources will be strategically allocated to preserve and expand the City's affordable housing stock, assist low-income households with homebuyer support, and acquire property for future housing development. Additional efforts will focus on addressing lead-based paint hazards, and removing barriers to affordable housing through targeted planning and policy review.

Priority goals include the rehabilitation of substandard housing, provision of homebuyer assistance, property acquisition, public infrastructure improvements, and strengthening collaboration with agencies that provide supportive services. The Consolidated Plan ensures that federal funds are used efficiently and equitably to improve housing access, stabilize neighborhoods, and enhance the quality of life for Cape Girardeau's most vulnerable residents.

BACKGROUND/DISCUSSION

The Consolidated Plan is a federally required planning document submitted to the U.S. Department of Housing and Urban Development (HUD) that outlines the City of Cape Girardeau's strategy for using Community Development Block Grant (CDBG) funds over a five-year period. The purpose of the Consolidated Plan is to identify the City's most pressing housing and community development needs and to establish goals and priorities for addressing those needs through eligible activities and targeted investments.

The Consolidated Plan was developed in compliance with HUD regulations (24 CFR Part 91) and reflects extensive consultation with local stakeholders, analysis of housing and demographic data, and

input gathered through the citizen participation process. The proposed plan is available online at www.cityofcape.org/cdbg.

The Plan prioritizes the preservation and expansion of affordable housing, assistance to low- and moderate-income homebuyers, rehabilitation of aging housing stock, property acquisition for future development, and public infrastructure improvements. It also includes strategies to overcome barriers to affordable housing and improve coordination among housing and service agencies.

City Council adoption is required prior to the submission of the Consolidated Plan to HUD. Once adopted, the Plan will guide the City's CDBG-funded activities beginning in Program Year 2025 and serve as the foundation for the Annual Action Plans submitted each subsequent year.

FINANCIAL IMPACT

The City of Cape Girardeau is expected to receive an annual allocation of \$326,728 in Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD) beginning in Program Year 2025. Over the five-year span of the Consolidated Plan (2025–2029), the City anticipates a total of approximately \$1,633,640 in CDBG funding, subject to annual federal appropriations.

These funds are provided at no direct cost to the City and do not require a local match. CDBG funds will be used to support eligible activities including housing rehabilitation, property acquisition for affordable housing, homebuyer assistance, and program administration. All expenditures must meet HUD national objectives and be aligned with the goals identified in the Consolidated Plan.

There is no negative fiscal impact to the City's General Fund. Administrative costs associated with managing the program are covered by the 20% administrative cap allowed under CDBG regulations.

SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS

The City of Cape Girardeau's CDBG Consolidated Plan supports long-term community sustainability by investing in affordable housing, neighborhood revitalization, and supportive services for low- and moderate-income residents. These efforts stimulate local economic activity, promote environmental efficiency through rehabilitation of existing housing, and advance social equity by addressing the needs of underserved populations. Collectively, the Plan's activities contribute to a more resilient, inclusive, and sustainable community.

STAFF RECOMMENDATION

Staff recommends adoption of the 2025 - 2029 Community Development Block Grant (CDBG) Consolidated Plan.

BOARD OR COMMISSION RECOMMENDATION

PUBLIC OUTREACH

The City of Cape Girardeau actively engaged the public in the development of its Consolidated Plan through a variety of outreach methods, including stakeholder meetings, community surveys, public hearings, newspaper advertisements, social media campaigns, and website postings. A stakeholder survey and follow-up in-person discussion focused on the City's housing and community development needs were conducted on December 12, 2024, and January 23, 2025, respectively. To broaden community input, a citywide survey was launched on March 6, 2025, and promoted through the City's website, social media platforms, local newspaper articles, and flyers included with utility bills. Physical copies of the survey were also made available at City Hall, the Public Library, Shawnee Sports Complex, and Osage Centre. The survey was closed on April 21, 2025 with 190 community member responses. Additionally, a public hearing was announced through a legal notice published in the Southeast Missourian on March 22, 2025, informing residents of the opportunity to participate in the planning process. The hearing was held on April 7, 2025, where attendees received a brief presentation on the Community Development Block Grant (CDBG) program and eligible activities, followed by an opportunity to provide public input on the City's housing and community development priorities.

ATTACHMENTS:

File Name	Description
 25-87_CDBG-Consolidated_Plan.docx	Resolution

BILL NO. 25-87

RESOLUTION NO. _____

A RESOLUTION ADOPTING THE 2025 - 2029
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
CONSOLIDATED PLAN, IN THE CITY OF CAPE
GIRARDEAU, MISSOURI

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

ARTICLE 1. The City Council of the City of Cape Girardeau, Missouri hereby adopting the 2025 - 2029 Community Development Block Grant (CDBG) Consolidated Plan, a copy of which is attached hereto and is incorporated herein by reference.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

Stacy Kinder, Mayor

ATTEST:

Gayle L. Conrad, City Clerk



Staff: Bridgett Kielhofner, Assistant
Finance Director
Agenda: August 4, 2025

AGENDA REPORT Cape Girardeau City Council	
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SUBJECT

Ordinance Setting Property Tax Rates for Fiscal Year Ending June 30, 2026.

EXECUTIVE SUMMARY

This item provides for consideration of an ordinance establishing the property tax rates for the City of Cape Girardeau for the fiscal year ending June 30, 2026. A public hearing and ordinance are completed each year in accordance with statutory requirements, established for setting the property tax rates for local governments. The tax levy rates included in this ordinance represent the 2025 year's tax rates as calculated pursuant to Article X Section 22 of the Missouri Constitution and Section 137.073 RSMo. The rates per \$100 assessed valuation are \$.3056 for the General Fund, \$.0573 for the Health Fund, and \$.7283 for the Downtown Special Business District.

BACKGROUND/DISCUSSION

On July 18, 2025 the County Clerk provided the notice of 2025 Aggregate Assessed Valuations. The City's assessed values of real property increased \$33,892,290 (5.5%) and the assessed values of personal property increased \$9,814,879 (5.8%) when compared to assessed valuations of the previous year. New construction with assessed values of \$9,910,060 accounted for (29.2%) of the assessed value growth of real property.

Before August 15, 2025 the Board of Equalization will finalize the revised assessed valuations and those assessments will be used to fix the property tax rates. The rates, per state Statute must be established by September 1. City Council will be asked to approve the ordinance establishing the rates during the August 18, 2025 council meeting.

FINANCIAL IMPACT

The budgeted real and personal property tax revenues are \$2,344,420 for the Fiscal Year Ending June 30, 2026.

A home owner that owns a house worth \$200,000 would pay \$137.90 in real estate tax to the City. Residents would pay \$12.09 for each \$10,000 of personal property that they own.

SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS

STAFF RECOMMENDATION

In order to complete the fiscal requirements of the current budget year, it is recommended the City Council approve the attached ordinance which would implement the tax rates for the current fiscal year.

BOARD OR COMMISSION RECOMMENDATION

PUBLIC OUTREACH

ATTACHMENTS:

File Name	Description
 25-88_TAX_LEVY_FY_2026.doc	Ordinance

BILL NO. 25-88

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE LEVYING OF THE
ANNUAL CITY REVENUE TAX; PUBLIC HEALTH TAX;
SPECIAL BUSINESS DISTRICT NO. 2 TAX; FOR THE
FISCAL YEAR ENDING ON THE 30TH DAY OF JUNE, 2026

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

ARTICLE 1. There is hereby levied for the fiscal year ending on the 30th day of June, 2026, a City revenue tax of Thirty-five and Fifty-six One Hundredths Cents (\$.3056) on the One Hundred Dollars (\$100.00) assessed valuation of all property within the City limits made taxable by law for state and county purposes and not by general law exempt from taxation for municipal purposes.

ARTICLE 2. There is hereby levied for the fiscal year ending on the 30th day of June, 2026, a public health tax of Five and Seventy-three One Hundredths Cents (\$.0573) on the One Hundred Dollars (\$100.00) assessed valuation of all property within the City limits made taxable by law for state and county purposes and not by general law exempt from taxation for municipal purposes.

ARTICLE 3. There is hereby levied for Special Business District No. 2 of Cape Girardeau, Missouri, for the fiscal year ending on the 30th day of June, 2026, an ad valorem real estate tax of Seventy-two and Eighty-three One Hundredths Cents (\$.7283) on the One Hundred Dollars (\$100.00) assessed valuation of all real estate within the Special Business District No. 2 of Cape Girardeau, Missouri, not by general law exempt from taxation.

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

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2025.

ATTEST:

Gayle L. Conrad, City Clerk



Stacy Kinder, Mayor

Staff: Jake Garrard, PE, City Engineer
Agenda: August 4, 2025

AGENDA REPORT
Cape Girardeau City Council

SUBJECT

An Ordinance accepting a Permanent Utility Easement along the South Sprigg Right of Way between Lot 3 and Lot 5 in the Smelterville Subdivision in the City of Cape Girardeau, Missouri.

EXECUTIVE SUMMARY

An Ordinance accepting a Permanent Utility Easement along the South Sprigg Right of Way between Lot 3 and Lot 5 in the Smelterville Subdivision to provide the City access to a sewer line and manhole for maintenance and repair when needed.

BACKGROUND/DISCUSSION

Fire Chief Randy Morris was approached by Cape Girardeau Career and Technology Center (CTC) with a request to purchase the fire training site grounds within the Smelterville Subdivision along South Sprigg Street between La Cruz St and the Cape LaCroix Creek. CTC would be using said ground to expand their Commercial Driver's License course and for miscellaneous needs. There is a signed Memorandum of Understanding for the price and terms of the usage of the site between CTC and the Fire Department allowing the Department the freedom to use the grounds as needed after the conveyance of interest in the property is completed. There are several Lots within the City owned lands of this area that are exempt from viable transfer of interest due to how they were acquired by the City via FEMA Flood Buyout Grant Funds. There are a number of Lots that are viable to be sold that are not deed restricted by Flood Buyout monies. The City is seeking to vacate interest in several parts of Rights Of Way within the Smelterville subdivision area prior to the sale of real property so as to be included in the available land to be sold. These lots along with the vacated rights of way, approximately 5 acres, would be available to be transferred in a transaction with CTC as the Grantee and the City as the Grantor. Parts of these rights of way are being retained to provide the City access to flood buyout properties as well as existing City Infrastructure in the ground. The City is receiving donation of a permanent utility easement to maintain access to said infrastructure along South Sprigg Street between Lot 3 and Lot 5 in the Smelterville Subdivision in the City of Cape Girardeau, Missouri.

FINANCIAL IMPACT

The easement was donated. The property owners will pay for the cost of recording the new easement via engineering fees.

SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS

The easement is necessary to enable the City, its agents, servants and assigns, to use said property to excavate, build, maintain, construct, operate, and repair Utility Infrastructure in, on, upon, under or across said property, together with all the useful, necessary and proper adjuncts, appurtenances, and

appliances in connection therewith.

STAFF RECOMMENDATION

Staff recommends approval of the attached Ordinance accepting a Permanent Utility Easement from Cape Girardeau School District No 63.

BOARD OR COMMISSION RECOMMENDATION

PUBLIC OUTREACH

ATTACHMENTS:

File Name	Description
📎 25-89_PUE_Cape_Public_Schools.doc	Ordinance
📎 EXECUTED_Utility_Easement_S._Sprigg_Training_Site_(002).pdf	Utility Easement S. Sprigg Training Site

BILL NO. 25-89

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PERMANENT UTILITY
EASEMENT FOR PROPERTY LOCATED IN LOT 4,
BLOCK 1 OF SMELTERVILLE, 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 Permanent Utility Easement from
Cape Girardeau School District No 63 for property located in Lot
4, Block 1 of Smelterville, in the City of Cape Girardeau,
Missouri, to wit:

All that part of Lot 4, Block 1 of Smelterville, a
subdivision recorded in Plat Book 2, at Page 42 in the
County Land Records, in the City and County of Cape
Girardeau, Missouri and further described as follows:

The west 10 foot of Lot 4, Block 1, being 33.4 ft long
along the Sprigg Street Right of Way by 10 feet deep
and containing 334 square feet more or less.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2025.

Stacy Kinder, Mayor

ATTEST:

Gayle L. Conrad, City Clerk



UTILITY EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS: **CAPE GIRARDEAU SCHOOL DISTRICT NO 63, a public school district organized and existing under the laws of the State of Missouri**, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does by these presents, Grant, Bargain, Sell and Convey to the **CITY OF CAPE GIRARDEAU, MISSOURI**, a Municipal Corporation organized and existing under the laws of the State of Missouri, hereinafter referred to as the "City", a utility easement on, over and across the following described property, which is solely owned by the undersigned and located in the City and County of Cape Girardeau, State of Missouri, to wit:

All that part of Lot 4, Block 1 of Smelterville, a subdivision recorded in Plat Book 2, at Page 42 in the County Land Records, in the City and County of Cape Girardeau, Missouri and further described as follows:

The west 10 foot of Lot 4, Block 1, being 33.4 ft long along the Sprigg Street Right of Way by 10 feet deep and containing 334 square feet more or less.

Said right, privilege, permission and authority to enter in and upon said property above described is granted for the purpose of enabling the City, its agents, servants, and assigns to use said property to excavate, build, and construct certain improvements, in, on, upon, or across said described property, together with all the useful, necessary and proper adjuncts, appurtenances, and appliances in connection therewith, as shown on the plans and specifications on file in the Office of the City Engineer. This easement and the right, privilege, permission and authority herein granted are perpetual and shall run with the land.

Signatures on following page

This area left intentional blank.

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 undersigned has executed this easement on this 20 day of March, 2025.

CAPE GIRARDEAU SCHOOL DISTRICT NO 63

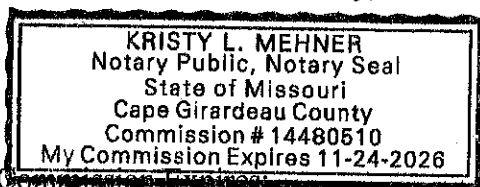
Howard Benyon
Signature

Howard Benyon Superintendent
Printed Name and Title

STATE OF MISSOURI)
COUNTY OF CAPE GIRARDEAU) SS.

On this 20 day of March, 2025, before me personally appeared Howard Benyon of **CAPE GIRARDEAU SCHOOL DISTRICT NO 63**, a public school district organized and existing under the laws of the State of Missouri, known by me to be the person described in and who executed the foregoing instrument, and acknowledged that he/she executed the same as the free act and deed of said Cape Girardeau School District No. 63 for the purposes therein stated.

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



My Commission Expires

11-24-2026

Kristy L. Mehner
(Notary Public Signature)

Kristy L. Mehner
(Typed Name of Notary Public)

Legal Description - Utility Easement in Smelterville

1-10-2025

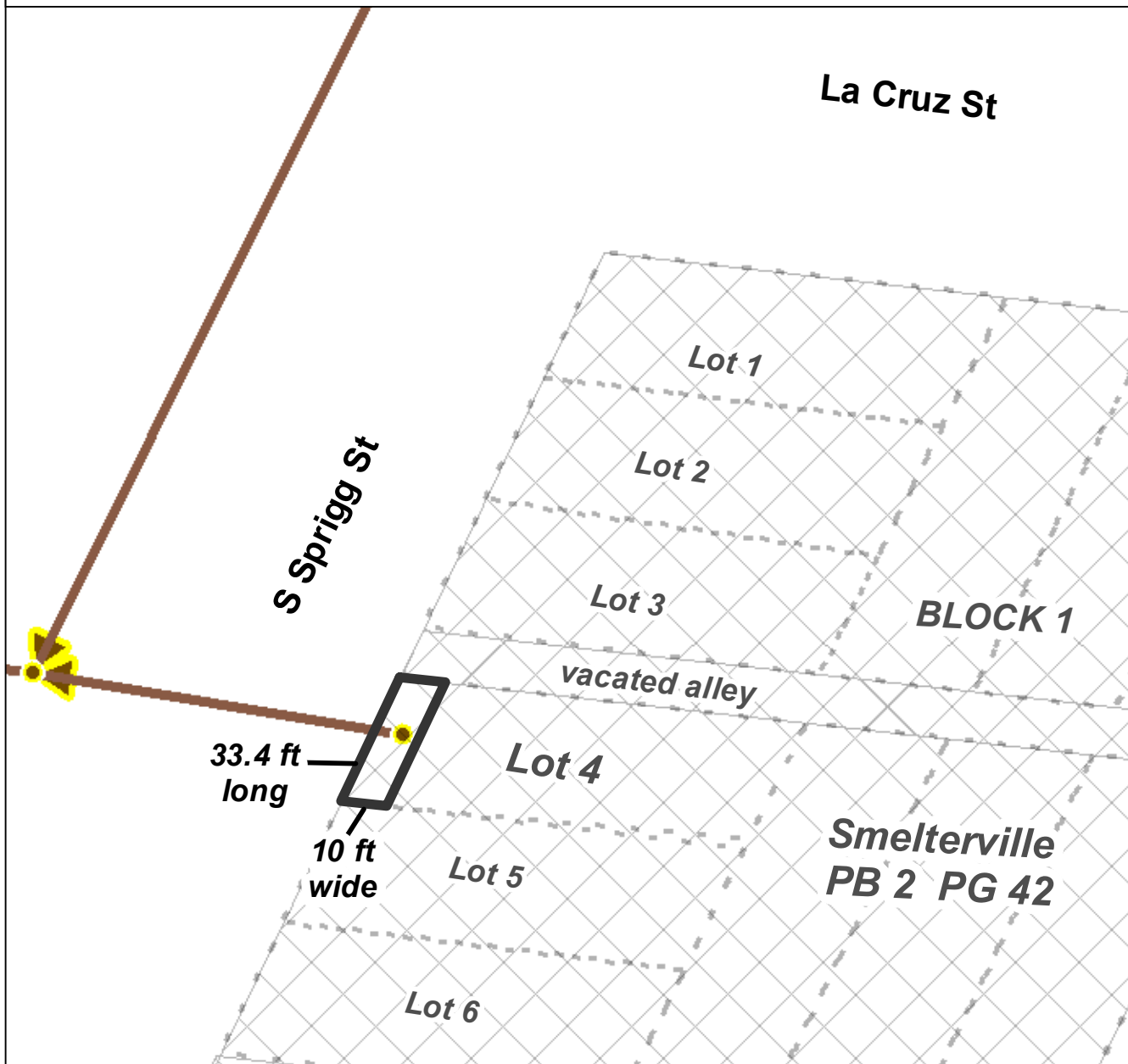
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The west 10 foot of Lot 4, Block 1, being 33.4 ft long along the Sprigg Street Right of Way by 10 feet deep and containing 334 square feet more or less.



CITY of CAPE
GIRARDEAU

Utility Easement in Lot 4, BLK 1, Smelterville



Easement



Property being Sold by City
(Lots & Vacated ROW)



Lot Lines



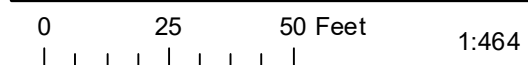
Sanitary Structures



Sanitary Sewer Lines



LEGEND



Date: 1/10/2025

Created by: Development Services
Teresa Hefner, Alliance Water Resources

Data Source(s):
City of Cape Girardeau Government, MO

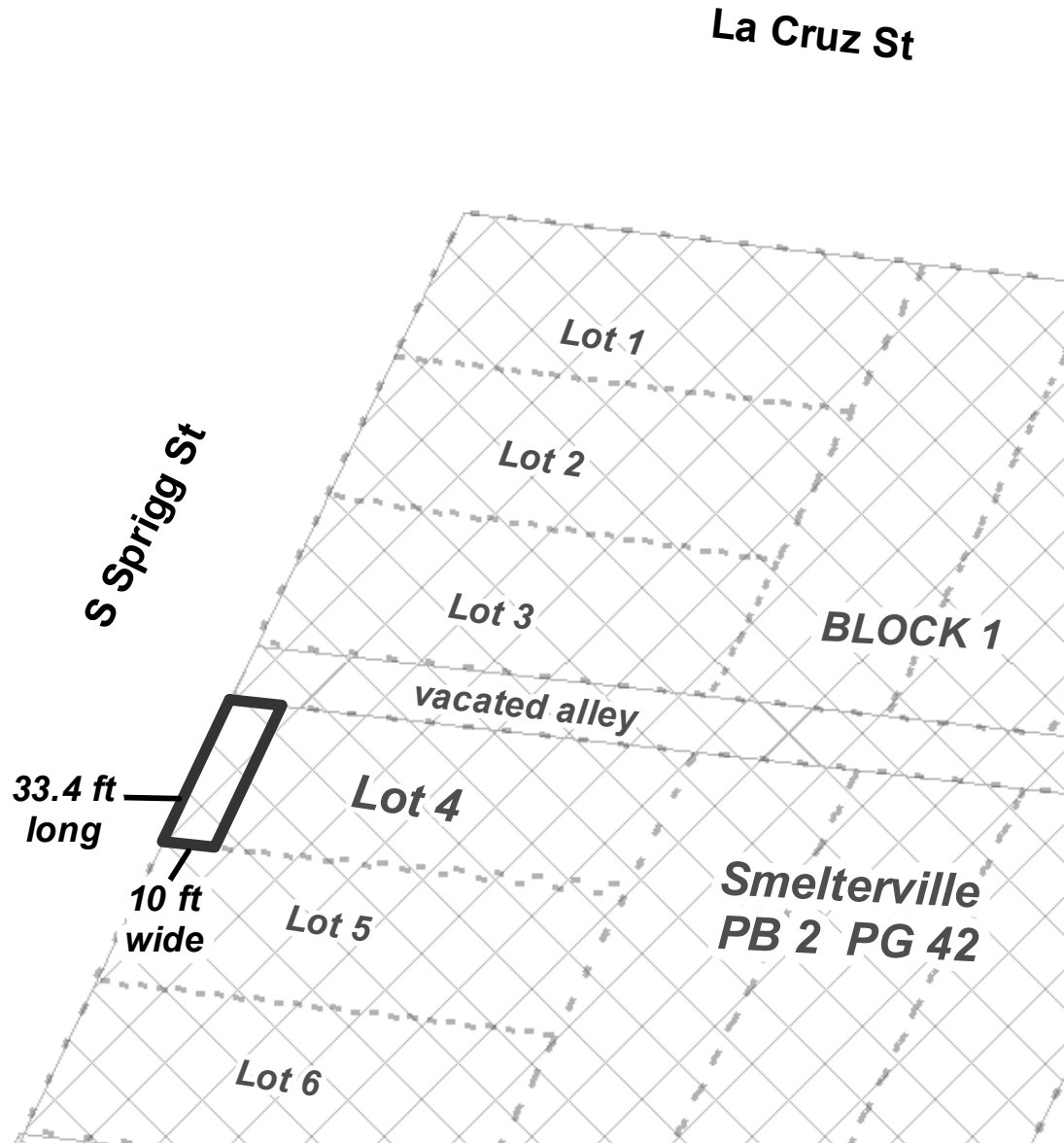
CITY of CAPE GIRARDEAU

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and are not guaranteed to be accurate.
These layers are not to be used for any
engineering or design purpose.



CITY of CAPE
GIRARDEAU

Utility Easement in Lot 4, BLK 1, Smelterville



Easement



**Property being Sold by City
(Lots & Vacated ROW)**



Lot Lines



LEGEND

0 25 50 Feet

1:464

Date: 1/10/2025

Created by: Development Services
Teresa Hefner, Alliance Water Resources

Data Source(s):
City of Cape Girardeau Government, MO

CITY of CAPE GIRARDEAU

Layers provided by the City of Cape
Girardeau are to be used for visual aid only
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engineering or design purpose.

Staff: Gayle L. Conrad, MPCC/CMC,
Director of Citizen Services/City
Clerk

Agenda: August 4, 2025

AGENDA REPORT
Cape Girardeau City Council

SUBJECT

Appointment of one member to the Downtown Cape Girardeau Community Improvement District Board of Directors for a term expiring May 16, 2028.

EXECUTIVE SUMMARY

Ms. Laurie Everett Ray resigned her position on the Downtown Cape Girardeau CID Board of Directors. She had been serving since November of 2018. A copy of the current roster of the board is attached.

BACKGROUND/DISCUSSION

On May 5, 2014, the City Council adopted Ordinance No. 4574 establishing the Downtown Cape Girardeau Community Improvement District and appointing seven members to the initial Board of Directors for staggering terms. Pursuant to the governing documents of the Community Improvement District, members of the Board of Directors of the District are appointed by the Mayor with the consent of the City Council. Members serve four year terms.

Pursuant to the governing documents of the district and RSMo. Section 67.1451 of the CID Act, only owners of real property within the district, or their legally authorized representatives, are eligible to be appointed to the Board of Directors.

Ms. Mary Ann Kellerman, owner of property within the district, submitted the attached letter designating DeWayne Schaaf as her authorized representative to serve on the Downtown CID. Ms. Liz Haynes has communicated that the CID Board has discussed and feels that Mr. Schaaf would be an excellent addition to the board and supports his appointment to the Downtown Community Improvement District

FINANCIAL IMPACT

SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS

STAFF RECOMMENDATION

It is recommended that one appointment be made to the Downtown Community Improvement District for a term expiring May 16, 2028.

BOARD OR COMMISSION RECOMMENDATION

The Board recommends the appointment of DeWayne Schaaf for a term expiring May 16, 2028.

PUBLIC OUTREACH

ATTACHMENTS:

File Name	Description
 Downtown_CID_Roster.pdf	Downtown CID Roster
 Mary_Ann_Kellerman_authorized_representative_-_CID_board.2025-07-07.pdf	Kellerman Designation

Downtown Cape Girardeau Community Improvement District Board of Directors

6/16/2025

NAME	APPOINTED	TERM EXPIRES
Vacant		5/16/2028
Hutson, Dave	6/6/2022	5/16/2026
	5/7/2018	5/16/2022
	6/4/2014	
Pridmore, Lindy	6/6/2022	5/16/2026
	5/7/2018	5/16/2022
	6/4/2014	
Saverino, Nate	5/6/2024	5/16/2028
	6/1/2020	5/16/2024
Schlitt, Lee	5/6/2024	5/16/2028
	5/4/2020	5/16/2024
	5/16/2016	6/4/2020
Thompson, Cathy	6/6/2022	5/16/2026
Zickfield, Kent	5/6/2024	5/16/2028
	5/4/2020	5/16/2024
	5/16/2016	6/4/2020
	6/4/2014	

DESCRIPTION: On May 5, 2014, The City Council adopted Ordinance No. 4574 establishing the Downtown CID. Directors serve four year terms, appointed by Mayor with consent of Council. All directors must be owners of real property or the legal authorized representative of an individual owning property within the district. The Board is required to meet one time per year. Commission administers downtown special business district.

TERM LIMIT: 4-Year Terms (No Term Limits)

STAFF LIAISON: Trevor Pulley, Assistant City Manager

July 7, 2025

City of Cape Girardeau Mayor and Council
44 N. Lorimier
Cape Girardeau, MO 63701

Dear Mayor Kinder,

Please accept this as an expression of my interest to designate DeWayne Schaaf, owner of the business, Ebb & Flow Fermentations, which occupies my building at 11 S. Spanish St. as my authorized representative to serve as a Director on the Downtown Cape Girardeau Community Improvement District board. It has been a pleasure to witness and take part in all of the downtown improvements over the years, and I am confident that DeWayne will be a positive asset to the board.

If you would like any further materials or information from me for your consideration, please do not hesitate to ask. Thank you.

Respectfully yours,

Mary Ann Kellerman

Staff: Gayle L. Conrad, MPCC/CMC,
Director of Citizen Services/City
Clerk
Agenda: August 4, 2025

AGENDA REPORT
Cape Girardeau City Council

SUBJECT

A motion authorizing the appointment of Courtney Davis as Deputy City Clerk.

EXECUTIVE SUMMARY

After a hiring selection process, Courtney Davis was offered and accepted the position of Deputy City Clerk/Administrative Aide. As Deputy City Clerk, Courtney will perform many of the duties of the City Clerk, and some of these duties require that the Deputy City Clerk be appointed by the City Council.

BACKGROUND/DISCUSSION

Gayle Conrad was appointed to the duties of City Clerk effective July 7, 1999. On October 28, 2013, Gayle Conrad became the Director of Citizen Services and also retained the title and duties of City Clerk. In order for her to perform her role as Director of Citizen Services, a Deputy City Clerk/Administrative Aide was hired. Some of the duties of the Deputy City Clerk require that the position be appointed by the City Council.

After a hiring selection process, Courtney Davis was offered and accepted the position of Deputy City Clerk/Administrative Aide.

FINANCIAL IMPACT

SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS

STAFF RECOMMENDATION

Staff recommends that the Council appoint Courtney Davis as Deputy City Clerk effective July 28, 2025.

BOARD OR COMMISSION RECOMMENDATION

PUBLIC OUTREACH

ATTACHMENTS:

File Name

Description

No Attachments Available