



TENTATIVE AGENDA

City of Sikeston

SPECIAL CITY COUNCIL MEETING SIKESTON CITY HALL

Monday, February 3, 2014
5:00 P.M.

- I. CALL TO ORDER
- II. RECORD OF ATTENDANCE
- III. OPENING PRAYER
- IV. PLEDGE OF ALLEGIANCE
- V. APPROVAL OF CITY COUNCIL MINUTES
 - A. Special City Council Minutes December 30, 2013
 - B. Regular Council Minutes January 6, 2014
 - C. Special Council Minutes January 27, 2014
- VI. ACCEPTANCE OF BOARD AND COMMISSION MINUTES
 - A. Department of Economic Development December 10, 2013
 - B. Housing Authority October 9, 2013
 - C. Housing Authority December 16, 2013
 - D. LCRA December 16, 2013
 - E. Library Board December 2, 2013
 - F. Park Board November 11, 2013
 - G. Planning & Zoning February 12, 2013
 - H. Tourism Advisory Board October 22, 2013
 - I. Tourism Advisory Board January 28, 2014
- VII. ITEMS OF BUSINESS
 - A. MoDOT Briefing on 2014 Planning Efforts
 - B. Presentation by Deke Lape, Employee Wellness Plan
 - C. Consideration of Resolution 14-02-01, Supporting Sikeston Public School's Bond Issue
 - D. Award Bid 14-16, Purchase of Park Division Mowers
 - E. Award Bid 14-18, Purchase of Street Division Tractor
 - F. Consideration of Staff Recommendation for Relocation of Municipal Airport Terminal Building
 - G. Authorization to Execute Engineering Services with Waters & Associates for Airport Terminal Building Project, Subject to MoDOT Aviation Approval
 - H. Other Items As May Be Determined During the Course of the Meeting



VIII. CITY MANAGER'S REPORT

IX. ADJOURNMENT INTO EXECUTIVE SESSION

Property (RSMo 6.10.021(2))

Litigation (RSMo 6.10.021(1))

X. ADJOURNMENT

Dated this 30th day of January 2014


Carroll Couch, City Clerk

The City of Sikeston complies with ADA guidelines. Notify Linda Lowes at 471-2512 (TDD Available) to notify the City of any reasonable accommodation needed to participate in the City Council's Meeting.

SPECIAL CITY COUNCIL MEETING
DECEMBER 30, 2013

CALL TO ORDER/RECORD OF ATTENDANCE

The special Sikeston City Council meeting of December 30, 2013 was called to order at 5 p.m., in the City Council Chambers, located at 105 East Center, Sikeston. Present at the meeting were: Mayor Jerry Pullen and Councilmen Steven Burch, Bob Depro, Jon Gilmore, and Kathy Teachout. Councilmen Maude Harris was absent. Staff in attendance were: City Manager Jonathan Douglass; City Counselor Chuck Leible, City Clerk Carroll Couch, City Treasurer Karen Bailey, Public Works Director Jay Lancaster, Governmental Services Director Linda Lowes, Public Safety Captain Mike Williams, Street Superintendent Brian Dial, Chief Building Inspector Collin Cecil, and Economic Development Director Ed Dust.

ITEMS OF BUSINESS

Award Bid #14-15, Microsoft Exchange Migration Project

Director of Governmental Services Linda Lowes reviewed the upgrade/migration of the Microsoft Exchange email server. An RFP was issued with only one proposal received. Councilman Gilmore moved to award Bid #14-15 to Technology and Networking, Inc. of Cape Girardeau in the amount of \$33,837. The motion was seconded by Councilman Depro and the following roll call vote recorded:

Burch Aye, Depro Aye, Gilmore Aye, Teachout Aye, and Pullen Aye, thereby being passed.

Interim Appointment to the Traffic Committee

Traffic Committee Member Greg Walker has relocated to Oran, Missouri. Lowes requested an interim appointment to fill the remainder of his term. Councilman Burch moved to appoint Deborah Sherrard to fill the unexpired term of Greg Walker. The motion was seconded by Councilman Gilmore and the following roll call vote recorded:

Burch Aye, Depro Aye, Gilmore Aye, Teachout Aye, and Pullen Aye, thereby being passed.

Purchase of Public Works Tractor

Following research and discussion with local vendors, Public Works Director Jay Lancaster recommended the purchase of a John Deere 5085M. It has a heavy duty frame, wheels and hydraulic system and would be able to pull up to a 15 foot batwing mower. The estimated price is \$52,000.

Councilman Depro moved to declare the John Deere 5525 surplus. The motion was seconded by Councilman Burch and the following roll call vote recorded:

Burch Aye, Depro Aye, Gilmore Aye, Teachout Aye, and Pullen Aye, thereby being passed.

Other Items

Councilman Depro expressed concern regarding US Bank not maintaining its parking lots.

ADJOURNMENT INTO EXECUTIVE SESSION

The Executive Session of the Sikeston City Council meeting of December 30, 2013 was called to order. Present were: Mayor Jerry Pullen and Councilmen Steven Burch, Bob Depro, Jon Gilmore, and Kathy Teachout. Councilmen Maude Harris was absent. Staff in attendance were: City Manager Jonathan Douglass; City Counselor Chuck Leible, City Clerk Carroll Couch, City Treasurer Karen Bailey, Public Works Director Jay Lancaster, Governmental Services Director Linda Lowes, and Economic Development Director Ed Dust.

Councilman Burch moved to adjourn into executive session for the discussion of property [RSMO 610.021 (2)]. The motion was seconded by Councilman Depro and the following roll call vote recorded:

Burch Aye, Depro Aye, Gilmore Aye, Teachout Aye, and Pullen Aye, thereby being passed.

Counselor Leible provided an update on pending property issues. Councilman Depro left the meeting.

Councilman Burch moved to authorize the DED Director to formulate a proposal to acquire the Riggs Building for subsequent lease to DAEOC, with a cap of \$450,000 on the project. The motion was seconded by Councilman Teachout, discussed and voted as follows:

Burch Aye, Gilmore Aye, Teachout Aye, and Pullen Aye, thereby being passed.

No further action was taken in executive session.

ADJOURNMENT OUT OF EXECUTIVE SESSION

Councilman Teachout moved to adjourn from executive session. The motion was seconded by Councilman Gilmore and the following roll call vote recorded:

Burch Aye, Gilmore Aye, Teachout Aye, and Pullen Aye, thereby being passed.

Director Lancaster provided an update on drainage issues, including DPW operations during the recent ice/snow/flooding event in the City.

ADJOURNMENT

There being no further business before the City Council, Councilman Gilmore moved to adjourn. The motion was seconded by Councilman Teachout and the following roll call vote was recorded:

Burch Aye, Gilmore Aye, Teachout Aye, and Pullen Aye, thereby being passed.

APPROVED:

JERRY PULLEN, MAYOR

ATTEST:

CARROLL L. COUCH, CITY CLERK

SEAL:

REGULAR CITY COUNCIL MEETING
JANUARY 6, 2014

The regular Sikeston City Council meeting of January 6, 2014 was called to order at 7:45 a.m. in the City Council Chambers, located at 105 East Center, Sikeston. Present at the meeting were Mayor Jerry Pullen and Councilmen Steven Burch, Bob Depro, Jon Gilmore, Maude Harris, and Kathy Teachout. Staff in attendance were: City Counselor Chuck Leible, City Manager Jonathan Douglass, City Clerk Carroll Couch, City Treasurer Karen Bailey, Public Safety Director Drew Juden, Governmental Services Director Linda Lowes, Public Works Director Jay Lancaster, Economic Development Director Ed Dust, Captain Mike Williams, and Parks Director Jiggs Moore.

APPROVAL OF CITY COUNCIL MINUTES

City Council minutes of the regular meeting of November 4, 2013 and December 2 and 18, 2013, were presented for approval. Councilman Depro moved to approve the minutes as presented. Councilman Burch seconded the motion and the following roll call vote was recorded:

Burch Aye, Depro Aye, Gilmore Aye, Harris Aye,
Teachout Aye, and Pullen Aye, thereby being passed.

ACCEPTANCE OF BOARD AND COMMISSION MINUTES

Minutes from various board and commission meetings were presented to the City Council. Councilman Depro moved to approve the minutes as presented. The motion was seconded by Councilman Burch and voted as follows:

Burch Aye, Depro Aye, Gilmore Aye, Harris Aye,
Teachout Aye, and Pullen Aye, thereby being passed.

PRESENTATIONS

Employee of the Quarter Presentations

Public Safety Officer Ben Quick and Public Works Acting Supervisor Darren Martin were recognized as Employees of the Quarter.

ITEMS OF BUSINESS

Bill Number 5948, Authorizing the City to Enter into a Certain Real Estate Contract

Bill Number 5948 authorizes the Mayor and City Clerk to execute documents associated with a real estate contract between the City of Sikeston and Rizk Village Green. Councilman Burch moved for the first reading of Bill Number 5948. The motion was seconded by Councilman Depro and the following roll call vote recorded:

Burch Aye, Depro Aye, Gilmore Aye, Harris Aye,
Teachout Aye, and Pullen Aye, thereby being passed.

Counselor Leible presented Bill Number 5948 for a first reading, an emergency ordinance authorizing the City of Sikeston, Missouri to enter into a certain real estate contract with Rizk Village Green, LLC.

Councilman Depro moved for the second reading of Bill Number 5948. The motion was seconded by Councilman Teachout and the following vote recorded:

Burch Aye, Depro Aye, Gilmore Aye, Harris Aye,
Teachout Aye, and Pullen Aye, thereby being passed.

Counselor Leible presented the bill for reading.

BILL NUMBER 5948

ORDINANCE NUMBER 5948

AN EMERGENCY ORDINANCE AUTHORIZING THE CITY OF SIKESTON, MISSOURI TO ENTER INTO A CERTAIN REAL ESTATE CONTRACT WITH RIZK VILLAGE GREEN, LLC.

WHEREAS, the City Council finds and determines that it is necessary and desirable to purchase from Rizk Village Green, LLC. certain property commonly known as the Village Green Shopping Center for future recreational, commercial and educational purposes and to approve the execution of certain documents herein.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SIKESTON, MISSOURI, AS FOLLOWS:

SECTION I: Authorization of Documents. The City is hereby authorized to enter into the following documents (the "City Documents"), in substantially the form presented to the City Council and attached to this Ordinance, with such changes therein as are approved by the officials of the City executing the documents, such officials' signatures thereon being conclusive evidence of their approval thereof:

(a) Contract for Sale of Real Estate.

SECTION II: Execution of Documents. Upon the transfer of all funds necessary and proper to comply with the terms of the contract and associated closing documents by the City of Sikeston, the Mayor is hereby authorized to execute the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized to attest to and affix the seal of the City to the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION III. Further Authority. The City shall, and the officials, agents and employees of the City are hereby authorized to, take such further action, and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the City Documents.

SECTION IV. Emergency Ordinance. The City Council finds that an emergency exists within the meaning of Article III, Section 312(f) of the City Charter, because a 30 day delay in the closing may jeopardize the intended use of the property.

SECTION V: Record of Passage:

A. Bill Number 5948 was introduced and read the first time this 6th day of January, 2014.

B. Bill Number 5948 was read the second time and discussed on this 6th day of January, 2014. Councilman Teachout moved to approve Bill Number 5948. The motion was seconded by Councilman Burch and the following roll call vote recorded:

Burch Aye, Depro Aye, Gilmore Aye, Harris Aye,
Teachout Aye, and Pullen Aye, thereby being passed.

C. Upon passage by the City Council, this bill shall become Ordinance 5948 and shall be in full force and effect from and after its passage.

Authorization to Proceed with Park Division Change Orders

Councilman Teachout moved to authorize proceeding with change orders to remove the chat on the side of the recently paved walking trail and back fill it with soil and to remove and replace the concrete flume located in the sports complex at the Kennedy and Ingram intersection with piping at an estimated total cost of \$23,000. The motion was seconded by Councilman Depro and the following roll call vote recorded:

Burch Aye, Depro Aye, Gilmore Aye, Harris Aye,
Teachout Aye, and Pullen Aye, thereby being passed.

ADJOURNMENT INTO EXECUTIVE SESSION

Councilman Burch moved to adjourn into executive session for the discussion of property [RSMO 610.021 (2)]. The motion was seconded by Councilman Gilmore and the following roll call vote recorded:

Burch Aye, Depro Aye, Gilmore Aye, Harris Aye,
Teachout Aye, and Pullen Aye, thereby being passed.

Councilman Burch moved to authorize an offer of \$300,000 to purchase the Riggs Building, contingent upon a lease between the City of Sikeston and DAEOC; DAEOC accepting a triple net lease on the building, prior to the City being committed to purchasing the property and allowing a maximum of \$125,000 for renovation. The motion was seconded by Councilman Gilmore and the following roll call vote recorded:

Burch Aye, Depro Abstain, Gilmore Aye, Harris Aye,
Teachout Aye, and Pullen Aye, thereby being passed.

No further action was taken in executive session.

ADJOURNMENT OUT OF EXECUTIVE SESSION

Councilman Teachout moved to adjourn from executive session. The motion was seconded by Councilman Depro and the following roll call vote recorded:

Burch Aye, Depro Aye, Gilmore Aye, Harris Aye,
Teachout Aye, and Pullen Aye, thereby being passed.

Public Works Director Lancaster addressed continued efforts to address the drainage needs of the City.

ADJOURNMENT

There being no further business before the City Council, Councilman Harris moved to adjourn. The motion was seconded by Councilman Depro and the following roll call vote was recorded:

Burch Aye, Depro Aye, Gilmore Aye, Harris Aye,
Teachout Aye, and Pullen Aye, thereby being passed.

APPROVED:

JERRY PULLEN, MAYOR

ATTEST:

CARROLL L. COUCH, CITY CLERK

SEAL:

SPECIAL CITY COUNCIL MEETING
JANUARY 27, 2014

CALL TO ORDER/RECORD OF ATTENDANCE

The special Sikeston City Council meeting of January 27, 2014 was called to order at 11:30 a.m., in the City Council Chambers, located at 105 East Center, Sikeston. Present at the meeting were: Mayor Jerry Pullen and Councilmen Steven Burch, Bob Depro, Jon Gilmore, Maude Harris, and Kathy Teachout. Staff in attendance were: City Manager Jonathan Douglass, City Counselor Chuck Leible, City Clerk Carroll Couch, City Treasurer Karen Bailey, Governmental Services Director Linda Lowes, Public Works Director Jay Lancaster, Street Superintendent Brian Dial, Director of Public Safety Drew Juden, Captain Mike Williams, City Collector Vicky Lewis, and Parks Director Jiggs Moore.

ITEMS OF BUSINESS

Consideration and Acceptance of City's FY-13 Financial Audit

Robert Essner of Bucher Essner & Miles LLC CPA reviewed the city's financial audit for FY-13. Councilman Teachout moved to accept the audit as presented. The motion was seconded by Councilman Depro and the following roll call vote recorded:

Burch Aye, Depro Aye, Gilmore Aye, Harris Aye,
Teachout Aye, and Pullen Aye, thereby being passed.

Briefing: Park Division Purchase of Mowers

Parks Director Moore reported receiving two bids for mowers. The recommendation from staff is to award to Greenway Equipment in the amount of \$17,000. \$20,000 was budgeted.

Briefing: Purchase of Street Division Tractor

Street Superintendent Brian Dial reviewed the bids received for a new tractor that would serve in various capacities in the Public Works Department. Action will be requested at the regular February council meeting.

Interim Appointments to Park Board, Strategic Plan Implementation Commission and Board of Appeals

Councilman Burch nominated Paul Cohen to fill the unexpired term of David Teachout. The nomination was seconded by Councilman Depro and there being no further nominations, the following roll call vote was recorded:

Burch Aye, Depro Aye, Gilmore Aye, Harris Aye,
Teachout Aye, and Pullen Aye, thereby being passed.

Councilman Depro nominated John Bob Wilson to fill the unexpired term of Jesse Bonner, Jr. The nomination was seconded by Councilman Burch and there being no further nominations, the following roll call vote was recorded:

Burch Aye, Depro Aye, Gilmore Aye, Harris Aye,
Teachout Aye, and Pullen Aye, thereby being passed.

Councilman Teachout nominated James A. Beaird to serve on the Board of Appeals. The nomination was seconded by Councilman Gilmore and there being no further nominations, the following roll call vote was recorded:

Burch Aye, Depro Aye, Gilmore Aye, Harris Aye,
Teachout Aye, and Pullen Aye, thereby being passed.

Appointment to the Scott County Extension Council

Councilman Depro nominated Alice Jackson to serve on the Scott County Extension Council. The nomination was seconded by Councilman Burch and there being no further nominations, the following roll call vote was recorded:

Burch Aye, Depro Aye, Gilmore Aye, Harris Abstain,
Teachout Aye, and Pullen Aye, thereby being passed.

ADJOURNMENT INTO EXECUTIVE SESSION

Councilman Depro moved to adjourn into executive session for the discussion of property [RSMO 610.021 (2)]. The motion was seconded by Councilman Burch and the following roll call vote recorded:

Burch Aye, Depro Aye, Gilmore Aye, Harris Aye,
Teachout Aye, and Pullen Aye, thereby being passed.

Present were: Mayor Jerry Pullen and Councilmen Steven Burch, Bob Depro, Jon Gilmore, Maude Harris, and Kathy Teachout. Staff in attendance were: City Manager Jonathan Douglass, City Counselor Chuck Leible, City Clerk Carroll Couch, City Treasurer Karen Bailey, Governmental Services Director Linda Lowes, Public Works Director Jay Lancaster, and Director of Public Safety Drew Juden,.

Councilman Burch moved to authorize the expenditure of up to \$475,000 for the purchase and remodeling of the Riggs building for the DAEOC Board, contingent upon a 10 year triple net lease in the amount of \$5,000 per month. The motion was seconded by Councilman Burch and the following roll call vote recorded:

Burch Aye, Depro Abstained, Gilmore Aye, Harris Aye,
Teachout Aye, and Pullen Abstained, thereby being passed.

Councilman Depro moved to end the month-to-month leases at the Village Green by June 1, 2014. The motion was seconded by Councilman Gilmore and the following roll call vote recorded:

Burch Aye, Depro Aye, Gilmore Aye, Harris Aye,
Teachout Aye, and Pullen Aye, thereby being passed.

Councilman Burch moved for all rent revenues from the Village Green property be deposited into the General Fund. The motion was seconded by Councilman Teachout and the following roll call vote recorded:

Burch Aye, Depro Aye, Gilmore Aye, Harris Aye,
Teachout Aye, and Pullen Aye, thereby being passed.

Councilman Burch moved to authorize the city counselor to prepare an RFP for the sale of the cell tower property at Fire Station 1. The motion was seconded by Councilman Depro and the following roll call vote recorded:

Burch Aye, Depro Aye, Gilmore Aye, Harris Aye,
Teachout Aye, and Pullen Aye, thereby being passed.

No further action was taken in executive session.

ADJOURNMENT OUT OF EXECUTIVE SESSION

Councilman Depro moved to adjourn from executive session. The motion was seconded by Councilman Burch and the following roll call vote recorded:

Burch Aye, Depro Aye, Gilmore Aye, Harris Aye,
Teachout Aye, and Pullen Aye, thereby being passed.

ADJOURNMENT

There being no further business before the City Council, Councilman Depro moved to adjourn. The motion was seconded by Councilman Gilmore and the following roll call vote was recorded:

Burch Aye, Depro Aye, Gilmore Aye, Harris Aye,
Teachout Aye, and Pullen Aye, thereby being passed.

APPROVED:

JERRY PULLEN, MAYOR

ATTEST:

CARROLL L. COUCH, CITY CLERK

SEAL:

SIKESTON DEPARTMENT OF ECONOMIC DEVELOPMENT

Tuesday, December 10, 2013 – 11:30 A.M.

128 N. New Madrid St., Sikeston, MO 63801

BOARD OF DIRECTORS MEETING

CALL TO ORDER/RECORD OF ATTENDANCE

Chairman Jerry Pullen called the meeting to order at 11:45 A.M. Board Members Present: Maude Harris, Alan Keenan, Ed Throop, Jerry Pullen, Jon Gilmore and Jeff Sutton, and ex-officio member Jonathan Douglass. Also in attendance: Carroll Couch, City Clerk, Ed Dust, DED director, Kathy Medley, DED administrative assistant, City Counselor Chuck Leible and invited guests Joel Evans and Julian Steiner from DAEOC.

ITEMS OF BUSINESS:

Maude Harris made a motion to approve the November 12, 2013 minutes. The motion was seconded by Jeff Sutton and the following roll call vote was recorded: Keenan Aye, Pullen Aye, Gilmore Aye, Throop Aye, Harris Aye, Sutton Aye, thereby being passed.

Joel Evans, administrator for DAEOC addressed the board. They employ 50 administrative personnel and are looking at other communities within their service area to locate a new headquarters. A question and answer session was held, and DAEOC representatives were excused.

Ed Dust gave an update on the Brown Shoe Building. Carr Textile is doing their due diligence on the building. Jon Gilmore, Ed Dust, Jonathan Douglass and Alan Keenan will meet with them to finalize negotiations for the sale of the building.

The DED was contacted by an industry prospect interested in some industrial property.

The Industry Mentoring group is hosting the 6th Mentoring Session for high school seniors at the Sikeston Career & Technology Center. Approximately 21 students are attending from Sikeston and the surrounding communities.

Jon Gilmore made a motion to adjourn to executive session to discuss property at 12:25 P.M. The motion was seconded by Maude Harris and the following roll call vote was recorded: Pullen Aye, Keenan Aye, Gilmore Aye, Throop Aye, Harris Aye, Sutton Aye, thereby being passed.

After adjourning back to regular session the next meeting was set for January 14, 2014. There being no other business to discuss, Maude Harris made a motion to adjourn at 12:55 P.M. The motion was seconded by Jon Gilmore and the following roll call vote was recorded: Pullen Aye, Keenan Aye, Gilmore Aye, Throop Aye, Harris Aye, Sutton Aye, thereby being passed.

Respectfully Submitted By:

ED DUST, Secretary

JERRY PULLEN, Chairman

MINUTES OF THE REGULAR MEETING

HOUSING AUTHORITY OF THE

CITY OF SIKESTON, MISSOURI

HELD ON THE NINTH OF OCTOBER 2013

On the Ninth Day of October 2013, at 12:00 Noon, the Board of Commissioners of the Housing Authority of the City of Sikeston, Missouri met in regular session at the Housing Authority Office Building in Sikeston, Missouri.

The Meeting was called to order and upon roll call, the following members of the Body were present:

Present: Chairman Mike Jensen, Vice-Chairman Larry Tetley, Commissioner David Hay, Commissioner Michele Knickman, and Commissioner Alice Tharp

Absent:

Also Present: Bobby K. Henry, Executive Director

Being a quorum present, the following business was transacted:

Minutes of the Regular Meeting of September 9, 2013 were presented and upon a motion duly made by Commissioner David Hay, and seconded by Vice-Chairman Larry Tetley, and unanimously carried, the Minutes were approved as presented.

Thereupon the following bills were presented for payment:

Aramark	289.85	Morlan Ford Lincoln	992.35
AT&T	270.68	Orkin	243.93
Auto Tire & Parts	9.98	O'Guin Mechanical Service	3,274.00
Beaver Janitor Supply	63.00	PDQ	378.00
BMU	12,497.70		
Charter Communications	84.99	PHADA	810.00
Christian Pest Control	500.00	Pitney Bowes	147.99
City of Sikeston-C.O.P.S.	14,654.02	RAM	300.00
C&K Building Materials	97.54	Sam's Club	83.62
Computer Smarts	70.00	Santie Wholesale	622.50
Delta Document Shredding	30.00	Sherwin Williams	191.32
Garage Door Company	414.00	Sonny's Solid Waste	2,000.00
G&D Communications	72.00	Southeast MO Glass	16.50
House of Color	39.99	Southwest NAHRO	163.50
J&K Floor Cleaning	586.63	Tenmast Software	1,500.00
Lowe's	166.63	Terminix	800.00
Meyer Supply	120.72	Tri-County Recycling	385.00
Mid-South Office Supply	548.39	Viking-Cives Midwest	2,900.00
Moll Printing	648.80		
Morlan Dodge	182.78	Total for SEPTEMBER	\$46,156.41

Motion duly made by Commissioner David Hay, to pay bills as presented, seconded by Commissioner Alice Tharp. Motion carried unanimously.

The Capital Fund report and requisitions for the period ending September 2013 were presented. The requisition included \$2,400.00 to Dunker Consultants (501-12), \$7000.00 to Sikeston Housing Authority for salary proration to CF (501-12), and \$204.30 to Standard Democrat for advertisement (501-12). Motion duly made by Vice-Chairman Larry Tetley, to pay requisitions for a grand total of \$9,604.30 seconded by Commissioner Michele Knickman. Motion carried unanimously.

The following Resolution No. 669 was introduced for consideration:

Resolution No. 669

A RESOLUTION APPROVING THE CIVIL RIGHTS CERTIFICATION AND THE ANNUAL CERTIFICATION OF SUBMISSION OF THE FY 2014 PHA ANNUAL PLAN

Vice-Chairman Larry Tetley, duly made the motion to adopt Resolution No. 669, seconded by Commissioner Alice Tharp, and on roll call the "Ayes" and "Nays" were as follows:

Ayes: Chairman Mike Jensen, Vice-Chairman Larry Tetley, Commissioner David Hay, Commissioner Michele Knickman, and Commissioner Alice Tharp

Nays: None

Resolution No. 669 was declared adopted by Chairman Mike Jensen.

The following bids were considered for the merging of 28 0-bedroom units, extending washer drains, replace washer boxes, and replace range hoods:

Ryan Excavating and Construction	\$210,750.00
MACO Construction Company	\$294,019.00

Upon motion duly made by Commissioner David Hay to award the contract to Ryan Excavating and Construction Company, and seconded by Vice-Chairman Larry Tetley the motion carried unanimously.

The following proposals were considered for pest control in the public housing units for 2013/2014:

DeProw Services	\$11,284 per year
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Motion duly made by Commissioner Michele Knickman to award the contract to DeProw Services, seconded by Commissioner Alice Tharp. Motion passed unanimously.

The following Resolution No. 670 was introduced for consideration:

Resolution No. 670

A RESOLUTION APPROVING THE HOUSING AUTHORITY OF THE CITY OF SIKESTON TO ADMINISTER THE HOUSING CHOICE VOUCHER PROGRAM IN THE CITY OF ORAN, MISSOURI

Commissioner David Hay, duly made the motion to adopt Resolution No. 670, seconded by Vice-Chairman Larry Tetley, and on roll call the "Ayes" and "Nays" were as follows:

Ayes: Chairman Mike Jensen, Vice-Chairman Larry Tetley, Commissioner David Hay, Commissioner Michele Knickman, and Commissioner Alice Tharp

Nays: None

Resolution No. 670 was declared adopted by Chairman Mike Jensen.

The Commissioners reviewed the Fiscal Year Ending December 31, 2012 Financial Statements and Reports on Compliance and on Internal Control (FY 2012 Audit). The Audit contained no findings or recommendations. Motion duly made by Commissioner David Hay to accept the FY 2012 Audit, seconded by Commissioner Alice Tharp. Motion carried unanimously.

The Commissioners reviewed the Public Housing Assessment System (PHAS) score for FY 2012 issued by the U.S. Department of Housing and Urban Development (HUD). This PHAS score is informational only since the Sikeston Housing Authority is declared in "Small PHA Deregulation" status and only receives a PHAS score every two years, therefore an official PHAS score will not be issued until the end of our FY 2013. The Sikeston Housing Authority would have received a PHAS score of 88% out of a total of 100% for FY 2012.

Since our next meeting date is on Veterans Day the Commissioner chose to move the next meeting date to November 13, 2013 at Noon.

Being no further business to come before the Body, Commissioner David Hay moved to adjourn seconded by Vice-Chairman Larry Tetley. Meeting adjourned.

Mike Jensen, Chairman

Bobby K. Henry, Secretary

Civil Rights Certification

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Expires 08/30/2011

Civil Rights Certification

Annual Certification and Board Resolution

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioner, I approve the submission of the Plan for the PHA of which this document is a part and make the following certification and agreement with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing.

HOUSING AUTHORITY OF THE CITY OF SKESTON
PHA Name

MO008
PHA Number/HA Code

Resolution No. 669

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official
Mike Jensen

Title
Chairman

Signature

Date

RESOLUTION NO. 670

A RESOLUTION APPROVING THE HOUSING AUTHORITY OF THE CITY OF SIKESTON, SCOTT COUNTY, MISSOURI TO ADMINISTER THE HOUSING CHOICE VOUCHER PROGRAM IN THE CITY OF ORAN, SCOTT COUNTY, MISSOURI

WHEREAS, the Housing Authority of the City of Sikeston is a Housing Authority duly organized and operating as a municipal corporation under Missouri Revised Statutes Chapter 99.101 – 99.230; and,

WHEREAS, the Housing Authority of the City of Sikeston is presently the Housing Authority of record to operate the Housing Choice Voucher Program in all of Scott County, Missouri except within the City of Oran; and,

Whereas, the Oran Housing Authority has now found it economically feasible to cease its administration of their Housing Voucher Program within the City of Oran effective November 1, 2013.

NOW, THEREFORE BE IT RESOLVED that the Housing Authority of the City of Sikeston will begin November 1, 2013 operating the housing voucher program previously administered by the Oran Housing Authority within the City of Oran.

Adopted this 9th Day of October, 2013

Mike Jensen, Chairman

Bobby K. Henry, Secretary

MINUTES OF THE ANNUAL MEETING

HOUSING AUTHORITY OF THE

CITY OF SIKESTON, MISSOURI

HELD ON THE SIXTEENTH OF DECEMBER 2013

On the Sixteenth Day of December 2013, at 12:00 Noon, the Board of Commissioners of the Housing Authority of the City of Sikeston, Missouri met in annual session at the Housing Authority Office Building in Sikeston, Missouri.

The Meeting was called to order and upon roll call, the following members of the Body were present:

Present: Chairman Mike Jensen, Vice-Chairman Larry Tetley, Commissioner David Hay, Commissioner Michele Knickman, and Commissioner Alice Tharp

Absent:

Also Present: Kathy Teachout, City Council Liaison, and Bobby K. Henry, Executive Director

Being a quorum present, the following business was transacted:

Minutes of the Regular Meeting of November 13, 2013 were presented and upon a motion duly made by Commissioner Michele Knickman, and seconded by Commissioner Alice Tharp, and unanimously carried, the Minutes were approved as presented.

Thereupon the following bills were presented for payment:

Aramark	147.50	Meyer Supply	902.32
AT&T	277.37	Mid-South Office Supply	1,114.72
Beaver Janitor Supply	948.00	O'Reilly Auto Parts	84.88
BMU	15,205.05	PDQ	376.00
Charter Communications	84.99	Plumbmaster	500.45
City of Sikeston-C.O.P.S.	21,820.25	RAM	300.00
C&K Building Materials	666.37	Ricoh	849.00
Decota Electric	590.98	Santie Wholesale	355.39
Delta Document Shredding	245.40	Slusher	27.09
ESI	130.00	Sonny's Solid Waste	2,000.00
G&D Communications	72.00	Steward Steel	300.00
J&K Floor Cleaning	586.63	The PI Company	40.00
Liberty Utilities	5,067.21		
Lowe's	457.24	Total for NOVEMBER	\$53,327.09
Menards	178.25		

Motion duly made by Commissioner David Hay, to pay bills as presented, seconded by Vice-Chairman Larry Tetley. Motion carried unanimously.

The Capital Fund report and requisitions for the period ending November 2013 were presented. The requisitions included \$2,400.00 to Dunker Consultants (501-12), \$7,000 4th quarter prorated salaries to the Sikeston Housing Authority (501-12) and \$16,734.48 to Ryan Excavating (501-12). With these payments the Capital Fund FY 2012 is closed out. Also requisitioned was an additional \$34,616.97 to Ryan Excavating (501-13). Motion duly made by Vice-Chairman Larry Tetley, to pay requisitions for a grand total of \$60,751.45, seconded by Commissioner David Hay. Motion carried unanimously.

The following Resolution No. 671 was introduced for consideration:

Resolution No. 671

A RESOLUTION APPROVING BUDGET REVISION NO. 1 TO THE PUBLIC HOUSING
OPERATING BUDGET FOR FISCAL YEAR ENDING DECEMBER 31, 2013

Vice-Chairman Larry Tetley, duly made the motion to adopt Resolution No. 671, seconded by Commissioner David Hay, and on roll call the "Ayes" and "Nays" were as follows:

Ayes: Chairman Mike Jensen, Vice-Chairman Larry Tetley, Commissioner David Hay, Commissioner Michele Knickman, and Commissioner Alice Tharp

Nays: None

Resolution No. 671 was declared adopted by the Chairman.

The following Resolution No. 672 was introduced for consideration:

Resolution No. 672

A RESOLUTION APPROVING THE PUBLIC HOUSING OPERATING BUDGET FOR FISCAL YEAR
ENDING DECEMBER 31, 2014

Commissioner Alice Tharp, duly made the motion to adopt Resolution No. 672, seconded by Commissioner Michele Knickman, and on roll call the "Ayes" and "Nays" were as follows:

Ayes: Chairman Mike Jensen, Vice-Chairman Larry Tetley, Commissioner David Hay, Commissioner Michele Knickman, and Commissioner Alice Tharp

Nays: None

Resolution No. 672 was declared adopted by the Chairman.

Write-off of Capitalized Equipment disposed of during FY 2013:

Item	Number	Original Cost	SHA Tag #	Reason
Sewer Line Machine with Cables	1	\$1,621.90	1670	Junked
Samsung Phone System (old office)	1	\$6,246.00	2780	Junked
Computerized Voice System (old office)	1	\$1,394.00	2781	Junked
Craftsman Riding Lawn Mower	1	\$1,699.88	2521	Junked
TOTAL		\$10,961.78		Junked

Write-off of Other Equipment disposed of during FY 2013:

Item	Number	Cost	SHA Tag #	Reason
Wet/Dry Vacuum	1	< Capitalization Policy	2218	Junked
Dell Computer	4	< Capitalization Policy	2758/2764/2767/2761	Junked
Refrigerator	58	< Capitalization Policy	2012/2232/2237/2238/2240/2244/2246/ 2248/2251/2252/2255/2258/2261/2262/ 2264/2265/2266/2269/ 2270/2273/2274 2277/2279/2281/2282/2283/2284/2287/ 2289/2290/2377/2378/2468/2639/2640/ 2645/2649/2650/2669/2695/2802/2813/ 2817/2819/2821/2822/2826/2828/2829/ 2835/2837/2828/2840/2859/2862/2920/ 2932/2934/	Junked
Range	70	< Capitalization Policy	2178/2295/2297/2298/2299/2300/2301/ 2303/2304/2307/2308/2310/2311/2313/ 2315/2316/2317/2318/2319/2320/2321/ 2322/2323/2324/2326/2327/2328/2330/ 2331/2332/2333/2334/2335/2336/2327/ 2338/2339/2340/2341/2342/2343/2344/ 2345/2346/2347/2350/2351/2352/2323/ 2354/2355/2357/2358/2359/2360/2361/ 2362/2363/2364/2365/2382/2459/2638/ 2704/2857/2858/2892/2931/2933/2975/	Junked
Range	2	< Capitalization Policy	3103/3105	Fire 355/357 Magnolia
Range	2	< Capitalization Policy	3147/3169	Sent back to GE

Commissioner David Hay duly made the motion to write-off the capitalized equipment and other equipment disposed of during FY 2013. Motion seconded by Commissioner Michele Knickman. Motion passed unanimously.

The following proposals were reviewed for a 60 months lease of a new copy machine;

<u>Company</u>	<u>Equipment</u>	<u>Proposal Price</u>
Scheffer's Office Supply	Cannon IR 4235	\$417.99 per quarter
RICOH	Ricoh Aficio MP 4002SP	\$487.17 per quarter
GFI Digital, Inc.	Ricoh Aficio MP 4002SP	\$587.00 per quarter

Motion duly made by Commissioner David Hay to accept the proposal from Scheffer's Office Supply, seconded by Commissioner Alice Tharp. Motion carried unanimously.

Commissioner David Hay duly moved to re-appoint Mike Jensen as Chairman and Larry Tetley as Vice-Chairman for another term beginning in January 2014 and ending in December 2014. Motion seconded by Commissioner Alice Tharp and was approved by acclamation.

Being no further business to come before the Body, Commissioner Michele Knickman moved to adjourn seconded by Commissioner Alice Tharp. Meeting adjourned.

Mike Jensen, Chairman

Bobby K. Henry, Secretary

PHA Board Resolution
Approving Operating Budget

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing -
Real Estate Assessment Center (PIH-REAC)

OMB No. 2577-0026
(exp.12/31/2012)

Public reporting burden for this collection of information is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This information is required by Section 6(c)(4) of the U.S. Housing Act of 1937. The information is the operating budget for the low-income public housing program and provides a summary of the proposed/budgeted receipts and expenditures, approval of budgeted receipts and expenditures, and justification of certain specified amounts. HUD reviews the information to determine if the operating plan adopted by the public housing agency (PHA) and the amounts are reasonable, and that the PHA is in compliance with procedures prescribed by HUD. Responses are required to obtain benefits. This information does not lend itself to confidentiality.

PHA Name: HOUSING AUTHORITY OF THE CITY OF SKESTON PHA Code: MO008

PHA Fiscal Year Beginning: January 1, 2013 Board Resolution Number: 671

Acting on behalf of the Board of Commissioners of the above-named PHA as its Chairperson, I make the following certifications and agreement to the Department of Housing and Urban Development (HUD) regarding the Board's approval of (check one or more as applicable):

DATE

- ☐ Operating Budget approved by Board resolution on:
- ☐ Operating Budget submitted to HUD, if applicable, on:
- ☒ Operating Budget revision approved by Board resolution on: 12/16/2013
- ☐ Operating Budget revision submitted to HUD, if applicable, on:

I certify on behalf of the above-named PHA that:

1. All statutory and regulatory requirements have been met;
2. The PHA has sufficient operating reserves to meet the working capital needs of its developments;
3. Proposed budget expenditure are necessary in the efficient and economical operation of the housing for the purpose of serving low-income residents;
4. The budget indicates a source of funds adequate to cover all proposed expenditures;
5. The PHA will comply with the wage rate requirement under 24 CFR 968.110(c) and (f); and
6. The PHA will comply with the requirements for access to records and audits under 24 CFR 968.110(i).

I hereby certify that all the information stated within, as well as any information provided in the accompaniment herewith, if applicable, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012.31, U.S.C. 3729 and 3802)

Print Board Chairperson's Name: Mike Jensen	Signature:	Date: 12/16/2013
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PHA Board Resolution
Approving Operating Budget

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing -
Real Estate Assessment Center (PIH-REAC)

OMB No. 2577-0026
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Print Board Chairperson's Name: Mike Jensen	Signature:	Date: 12/16/2013
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**LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY
CITY OF SIKESTON
MEETING**

December 16, 2013
11:30 a.m.

Council Chambers
105 East Center Street
Sikeston, Missouri

MEETING MINUTES

I. MEETING CALLED TO ORDER

Dan Marshall called the meeting to order at 11:30

II. ROLL CALL

Members Attending: Emory McCauley, Bill Mitchell and Dan Marshall,
Members Absent: Mike Jenson and Larry Williams
Council Liaison: Steven Burch, Absent
Staff Attending: Brenda Holdiness
Guest Attending: Jim Hailey, NSP Coordinator
David Crader, Crader Law firm

III. APPROVAL OF MINUTES

Emory McCauley made a motion to approve the minutes from the meeting of November as submitted. William C. Mitchell seconded the motion.
Motion carried unanimously.

IV. BILLS AND COMMUNICATIONS

William C. Mitchell made the motion to approve the bills as follows:

- A. Blanton Law Firm - \$4,175.00
- B. Old Security Title Company - \$200.00
- C. David Crader, Attorney at Law - \$4,370.15
- D. Hailey Consulting - \$450.00

Emory McCauley seconded the motion. Motion carried unanimously.

V. LCRA BUSINESS:

- A. David Crader of Crader Law Firm gave handouts on properties
his office is working on as Petition to Quiet Title, Quit Claim Deed and

upcoming Court dates.

- B. David Crader of Crader Law Firm addressed the board regarding LCRA Resolution to sell 1910 N. West to Ruth Wilder for \$20,000.00. Emory McCauley made a motion to approve the Resolution as submitted. William C. Mitchell seconded the motion. Motion carried unanimously

VI. NEIGHBORHOOD STABILIZATION PROGRAM (NSP) BUSINESS

- A. Jim Hailey gave updates on the NSP funds. Stated there is very little funds remaining for demolition. Funding must be spent by the end of this year. Jim stated he is also working on getting a list of properties for demolition.

Two (2) properties still remain for sale: 214 Dorothy and 1329 W Murray Lane. Board suggested that he advertise these properties again. Discussion only. No Vote.

VII. ADJOURNMENT:

The next LCRA meeting will be on Tuesday, January 21, 2013 at 11:30 am in the Council Chambers. There being no further business to come before the Committee, a motion was made to adjourn. The motion was seconded and carried unanimously. The meeting was adjourned at 12:15 pm.


_____, Secretary



Dan Marshall, Chairman

**Board of Trustees Meeting
Monday December 2, 2013
5:00pm**

The Board of Trustees of Sikeston Public Library met on Monday, December 2nd at 5:00pm. Present were Dr. Bohannon, Mrs. Brown, Mrs. Caskey, Mrs. Chitwood, Mr. Colwick, Mr. Leible, Mrs. Tetley, Ms. Thompson, Mrs. Tangeman, Director, and Mr. Eifert, Assistant Director. Mr. Polivick and Ms. Thompson were absent. Guests were Mrs. Terri Hurley, Mr. Sam Thomas, Mr. Jason Davis and Mr. and Mrs. Jeff King.

MINUTES

Mrs. Tetley made a motion to accept the minutes from the November meeting. Mrs. Chitwood seconded and the motion carried.

PETTY CASH

Mrs. Caskey made a motion to accept the Petty Cash Report for November. Dr. Bohannon seconded and the motion carried.

BILLS—Mrs. Brown made a motion to accept the Bills for November as presented. Mrs. Tetley seconded and the motion carried.

CITY FINANCIAL STATEMENT—The City Financial Statement for October was reviewed.

COMMITTEES

FINANCE—Mrs. Tangeman contacted USDA and was informed that Phyllis Minner was now the Regional Director. Whitney Watts has taken her previous position. Mrs. Tangeman left a Voicemail for her to contact us with information about USDA loans.

PERSONNEL—None

OPERATIONS—Mrs. Caskey informed the Board that information on those awarded with the Monsanto Grant would be available December 12th. Monsanto has another Science based grant that we will look into after the 1st of the year.

LIBRARIAN

-Mrs. Tangeman informed the Board of the increase in Minimum wage as of January 1st 2014. It increases from \$7.35 an hour to \$7.50 an hour. The Board was presented list of recommended increases. Mrs. Caskey made a motion to accept the proposed increases and Mrs. Chitwood seconded the motion. All in favor, none opposed and the motion carried.

-Mr. Eifert informed the Board that our date to go live with Evergreen would be June 2014.

-Our staff Christmas luncheon will be Tuesday, December 17th. Mrs. Brown made a motion that the Library pay for the staff luncheon and Dr. Bohannon seconded the motion. All in favor, none opposed and the motion carried.

OTHER

-Mr. Colwick welcomed the merchants who are guests at this meeting. Several ideas of potential fundraisers were suggested and discussed, such as a Dinner, Silent Auction in the Spring, golf tournament, Mardi Gras event. The merchants seemed to be looking for an event that could be an annual fundraiser for the Library. It was also suggested that there be an emphasis on the elevator as a source of handicap accessibility for everyone.

ADJOURNMENT

Mrs. Caskey made a motion to adjourn and Ms. Tetley seconded the motion. All in favor, none opposed and the motion carried. The meeting adjourned at 6:15 p.m.

SIKESTON PARK BOARD MEETING

November 11, 2013

C.D. Matthews Room

5:15 p.m.

The Sikeston Park Board met at 5:15 p.m. Monday, November 11, 2013 at the Clinton Building. Members present were Rod Anderson, Susanne Chitwood, Chad Crow, Jeff Hay, Wendell Weathers, and Larry Williams. Members absent were Jackie Cowan, Tess Marshall, and David Teachout.

Staff member present was Jiggs Moore, Director of Parks and Recreation.

No media representatives were present.

MINUTES

Crow moved for the approval of the minutes of the October 14, 2013 regular Park Board meeting. Hay seconded. Roll call*:

Anderson	- Yes	Weathers	- Yes
Crow	- Yes	Williams	- Yes
Hay	- Yes		

* Chitwood arrived after the vote on the minutes.

OLD BUSINESS

None.

NEW BUSINESS

FY-15 Capital Improvement / 5-year Plan Recommendations. With copies of a revised 5-year plan beginning with FY-15 (2014-15), the Park Board discussed capital improvement recommendations for the next 5 fiscal years. In looking at the 5-year plan, Moore said there was a need to add the replacement of ballfield backstops at the Recreation Complex. He explained that the support poles holding up the backstop fencing are the original poles installed in the mid-'70s, and there is concern about diminishing structural integrity of the posts below ground level. He presented the board with estimates to replace the backstops of \$55,575 for the Junior Babe Ruth field and three softball fields, and \$33,545 for the four Little League fields. Estimates include removal of the old backstops. The new backstops will be four feet taller than the existing structures, and include a 6-foot, 45-degree foul ball overhand on the center sections. After some discussion, the board felt it was best to split up the replacement and try to do two fields on each group of four fields in each of the next two budget years including for FY-15 the Junior Babe Ruth field and northwest softball field at \$27,425 and the northwest and southeast Little League fields at \$16,990. For FY-16, completion of the backstop replacement would be requested at \$28,150 for the two south softball fields and \$16,555 for the northeast and southwest Little League fields. Moore also recommended deleting two capital items which have been in the 5-year plan for a number of years: the soccer complex at \$370,000 to be done in two phases, and VFW ballfield renovations at \$75,000. Moore explained funding for the soccer complex, in light of other capital improvement needs, is not

likely, and participation in the soccer program both in league play and the invitational tournament is down. Since the VFW ballfield renovation was first added to the 5-year plan, a number of improvements have already been done as individual projects including a reworking of the infield basepaths planned for this winter. These were achieved through the efforts of baseball booster groups, the City of Sikeston, and Sikeston Public Schools. Moore noted these two capital projects can be added back into the 5-year plan in the future if deemed necessary. Following discussion, Anderson moved to accept a revised FY-15 Capital Budget/5-year Capital Improvement Plan for recommendation to the City Council which will include the addition of the backstop replacement and the deletion of the soccer complex and VFW ballfield renovations. Chitwood seconded. The revised 5-year plan in total:

FY-15

Replace ballfield lights, poles on Complex softball field 5	\$95,000
Complex restroom replacement – tennis courts	90,000
Complex restroom replacement/renovation – High School soccer field	90,000
Complex backstop replacement – JBR, northwest softball	27,425
Complex backstop replacement – southeast, northwest Little League	16,990
Bobcat skid steer replacement	33,000
Supervisor's truck replacement	<u>20,000</u>
	\$372,415

FY-16

Replace ballfield lights, poles on Complex softball field 6	\$ 95,000
Complex restroom replacement – T-ball field	90,000
Complex backstop replacement – two south softball fields	28,150
Complex backstop replacement – northeast, southwest Little League	16,555
Small tractor w/loader replacement	20,000
Front-mounted mower replacement	18,000
Fitness equipment replacement around Complex lake	20,000
Playground equipment – south end of Complex	<u>15,000</u>
	\$302,705

FY-17

R.S. Matthews Park Restroom	\$ 90,000
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FY-18

Large tractor replacement	\$ 45,000
Front-mounted mower replacement	<u>18,000</u>
	\$ 63,000

FY-19

No items budgeted at this time.

Roll call vote: Crow	- Yes	Williams	- Yes
Hay	- Yes	Anderson	- Yes
Weathers	- Yes	Chitwood	- Yes

COMMUNICATIONS FROM THE CHAIRMAN AND PARK BOARD

Crow said there was a soccer grant for equipment available with a February application deadline, and possible baseball grants from Major League Baseball for the Little League. He said he would forward the information to Moore to see if it is something to pursue.

COMMUNICATIONS FROM STAFF

- Moore told the board the recent soccer invitational tournament was a success, though the number of teams was down again this year. Hay added there were 65-70 teams which participated in the tournament.
- Moore said due to the busy holiday schedules there will be no Park Board meeting in December.
- Moore referred to the October Clinton Building report.

ADJOURNMENT

Following a motion by Chitwood and a second by Hay, the Park Board meeting was unanimously adjourned.

Chairman

Planning and Zoning Minutes

February 12, 2013

Sikeston City Hall

4:00 p.m. - Meeting

Roll Call:

Members Present: Ozment, McCauley, Miller J., Cohen, Howard, Miller E., Ware, Depro

Absent Members: McGill, Teachout

Other Staff Members Present: Doug Friend – City Manager
Amy Gosnell – Code Enforcement
Chuck Leible – City Counselor

Guests: Mike Dedman – Carlson Consulting Engineers, Inc.

APPROVAL OF MINUTES:

Minutes of the December 11, 2012 meeting were presented for approval. A motion was made by Depro to approve the minutes. Cohen seconded the motion. Roll call vote was as follows:

Ayes: Depro, Howard, McCauley, E. Miller, J. Miller, Ozment, Ware, Cohen

Nays: None

Motion Passed 8 - 0

ITEMS OF BUSINESS:

A request to re-plat a 1.23 acre tract of land to be known as CVS 1st Addition.

A motion was made by Depro to open a public hearing to discuss the replat of a 1.23 acre tract of land to be known as CVS 1st Addition. McCauley seconded the motion. The motion was approved by unanimous vote.

Friend discussed with the commission members the replat of the property known as CVS 1st Addition. The replat will meet all setback requirements and has been approved by BMU. The City Council will meet on February 20th to discuss the request as an emergency measure to expedite development if approval is granted.

Mike Dedman with Carlson Consulting Engineers Inc. was present to answer any questions.

After discussion, a motion was made by McCauley, to approve the replat of a 1.23 acre tract of land to be known as CVS 1st Addition, which generally lies at the Southeast corner of Main Street and Malone Street and North of Greer Street to the City of Sikeston, Scott County, Missouri. Depro seconded the motion. Roll call vote was as follows:

Ayes: McCauley, E. Miller, J. Miller, Ozment, Ware, Cohen, Depro, Howard

Nays: None

Motion Passed: 8— 0

Adjournment: There being no further business, a motion was made by McCauley to close the public hearing and adjourn. The motion was seconded by Depro. The motion was carried by unanimous vote. The meeting adjourned.

Respectfully submitted by:

Attested by:

Amy Gosnell, Code Officer

Gary Ozment, Chairman



TOURISM ADVISORY BOARD MINUTES

MEETING OF TUESDAY, OCTOBER 22, 2013

The Sikeston Convention & Visitors Bureau Tourism Advisory Board Meeting convened at 4:00 PM, Tuesday, October 22, 2013 in the C.D. Matthews Room of Sikeston City Hall, 105 E. Center Street, Sikeston, Missouri. Attending were Board members John Tarter, David Carnell, Tess Marshall, Zach Fayette; Councilman Bob Depro; ex-officio member Jiggs Moore and Director Linda Lowes. Members not in attendance were Rick Justice, Councilwoman Kathy Teachout and ex-officio members Lynn Lancaster and Susie Lawrence.

Upon a motion by Bob Depro and a second by David Carnell the minutes of the September 24, 2013 meeting were approved.

Director Lowes presented the CVB's financial statement for the period ended September 30, 2013. Tourism tax revenues are .1% over the amount received this time last year.

OPERATIONS REPORT:

Group tours:

All 2013 tours have been completed. Discussion followed on the economic impact of this year's tours. Due to the fact none of these tours used Sikeston's motels, restaurants or shopping venues, the desired economic impact was not received.

Staff will begin researching the small meetings market for the FY-15 marketing campaign. Parks & Rec. Director Jiggs Moore indicated the Clinton Building is normally available on weekdays. Bob Depro shared with the group that the SEMO University-Sikeston Campus facility hosts regional training sessions and meetings.

Electronic communications:

Travelgram: Lowes reported 26,401 emails have been distributed to active leads since July 15, 2013. The open rate is 14.9%. (The Travelgram highlights regional events and self-directed itineraries.)

E-Newsletter: The CVB placed 2 ads (late July and September) in the Missouri Tourism newsletter. Inquiries were directed to the CVB website and toll-free number.

Search Engine Marketing: The quarterly SEM results were shared with the Board. Average click-thru-rate (the percentage of visitors click to another on-site page or link) was 5.72%. Average impressions (the number of times a page is displayed) was 29,174.

FY-14 Fall Advertising Campaign:

Two advertisements (Madden Fall Insert & Midwest Traveler) are live. Over the past 7 weeks the CVB has received 1,308 inquiries, of which 62% came from the Missouri market and 91% from targeted geographic markets. Cost per inquiry is \$3.85. (We are currently receiving leads from a free web promotion through TravelerFun.com.)

We have received the reprint of the Historic Homes Tour Brochure. Material for the 2014 Visitors Guide has been submitted to the graphic artist/printer. (Our current inventory of Visitors Guides has been expended.)

Photo Contest:

The contest is now live. Kathy Medley and Rhonda Council are managing this project.

Graphic Design:

CVB Staff will be meeting October 30 with the new graphic design firm, MedixMix Communications, regarding tag-lines and designs for FY-15 marketing efforts.

Establishment of Meeting Dates:

Due to the fact the Board's meeting dates fall during holiday weeks, the Board has cancelled its November and December meetings. It will reconvene on January 28, 2014.

OTHER BUSINESS:

Mississippi River Levee Trail System:

Mr. Depro reported on the national effort is underway to place walking/biking trails on the Mississippi River Levees from New Orleans to Minnesota. This could prove to a tourism-related economic boon for Sikeston.

Proposed Sikeston Amphitheater:

David Carnell reported on the progress being made toward developing an outdoor amphitheater in the vicinity of R.S. Matthews Park. Land has been donated by Scott Matthews. Municipal infrastructure improvements needed are the expansion of County Line Road which includes bridge construction.

There being no further business Zach Fayette made the motion to adjourn the meeting. David Carnell provided the second. The meeting was adjourned.

Approved and accepted this date:

John Tarter, Chairman

Date



TOURISM ADVISORY BOARD MINUTES

MEETING OF TUESDAY, JANUARY 28, 2014

The Sikeston Convention & Visitors Bureau Tourism Advisory Board Meeting convened at 4:00 PM, Tuesday, January 28, 2014 in the CD Matthews Room of Sikeston City Hall, 105 E. Center Street, Sikeston, Missouri. Those attending were: Board members Rick Justice, Charlie Ziegenhorn; Ex-officio members Susie Lawrence, Jiggs Moore, and Lynn Lancaster; guests Jonathan Douglass, Audrey Hileman, and Joe Flowers; and CVB Director Linda Lowes. Those absent were John Tarter, Tess Marshall, David Carnell, Bob Depro and Kathy Teachout.

Due to the lack of a quorum, minutes were not approved.

TOURISM FUND INCOME AND EXPENSE BRIEFING:

Members were presented with the CVB's income and expense report for the period ending December 31, 2013. Tax revenues are 3.1% over those received this time last year. Expenditures exceed revenues by \$217.59; however, a Cooperative Marketing Fund reimbursement of \$1,669.49 is pending and will cover the deficit.

OPERATIONS REPORT:

A. FY-14 Marketing Program:

1. **FY-14 Group Tour Campaign:** Three bus tours were booked and completed in the fall of 2013. One has rescheduled for October 2014. (Cotton Tour)
2. **Sikeston Travelgram:** From July 2014 through November 2013, 27,923 e-Newsletters were distributed to lead inquiries that provided the CVB with their email address. Open rate is 13.8%, clicks total 135 (3.5%).
3. **Search Engine Marketing Program:** Results for FY-14 second quarter marketing were reported. Overall click-through rates range from 4.15% in October through 3.95% in December.
4. **Leisure Market Advertising:** Staff provided a lead analysis of the fall campaign. The CPI for the Madden Fall Insert (Midwest) was \$.59; Midwest Traveler's CPI is \$11.93. Staff provided the schedule of spring 2014 advertising, and updated the Board on the status of fulfillment items.

B. FY-15 Marketing Program:

Lowes briefed Board members on the termination of the Missouri Division of Tourism's Cooperative Marketing Fund Program. An overview was provided on its replacement, Promote Missouri Program. At this time very little is known, other than the amount of funding available to the CVB is \$8,000.

Other items:

1. Audrey Hileman, General Manager of the Sikeston Holiday Inn Express reported the new 73-room motel will open for guests on May 1, 2014. Bus tour accommodations will be available June 1. Meeting facilities for up to 50-people are available at the facility. A grand opening for the community is scheduled in June. She would like to become an ex-officio board member.

2. Chamber Director Susan Lawrence reported on progress being made on cooperative marketing efforts with Lambert's Café.
3. Battle of Sand Ridge event coordinator Rick Justice provided an update on the March event.
4. Sikeston Jaycee representative Charlie Ziegenhorn confirmed the date of the Jaycee's Crawfish Boil and Music Festival.

There being no other business, the meeting was adjourned.

Approved and accepted this date:

Chairman

Date

***MoDOT Briefing on
2014 Planning Efforts***

Presentation by
Deke Lape,
Employee Wellness
Plan

Council Letter

Council Letter: 14-02-03

Originating Department: Department of Governmental Services

To the Mayor and City Council:

Subject: Consideration of Resolution 14-02-01, Supporting Sikeston R-6 School District's April 8, 2014 Bond Issue

Attachments:
Resolution 14-02-01

Action Options:
A. Adopt Resolution 14-02-01
B. Other action as may be deemed appropriate

Background:
On April 8, 2014 Sikeston voters will be considering a measure authorizing Sikeston R-6 School District to issue general obligation bonds totaling \$32.3 million for the construction and improvement of school sites, buildings and infrastructure. If adopted, Resolution 14-02-01 will communicate the Council's official position, in support of this bond issue.

On a related topic, City Counselor Leible was contacted regarding the lawful extent of the City's support. His opinion is that any member of Council or City staff may, as a private citizen (separate from their role with the City), volunteer time or money in support of the School District's bond issue. State Statute, however, prohibits the use of municipal monies, personnel or equipment to work in support of or opposition to any ballot issue.

RESOLUTION 14-02-01

A RESOLUTION OF THE CITY OF SIKESTON, MISSOURI SUPPORTING THE PASSAGE OF SIKESTON R-6 SCHOOL DISTRICT'S APRIL 8, 2014 BALLOT AUTHORIZING THE ISSUANCE OF \$32.3 MILLION IN GENERAL OBLIGATION BONDS FOR DISTRICT IMPROVEMENTS.

WHEREAS, education is essential to the growth of this community's social and economic well-being; and

WHEREAS, to achieve the level of education needed for our residents to compete in current and future economies, they must be provided with safe and appropriate learning facilities and technologies; and

WHEREAS, the Sikeston R-6 School Board, after significant analysis and study, has determined certain existing learning facilities, due to their age and condition, are in need of improvements to benefit the safety and learning environment of our children.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIKESTON, MISSOURI AS FOLLOWS:

The Council and Mayor of the City of Sikeston, recognizing our community's future is dependent upon the provision of quality education, urges residents to support the April 8, 2014 ballot for the issuance of \$32.3 million in general obligation bonds by Sikeston R-6 School District.

Read this 3rd day of February 2014, discussed and voted as follows:

Gilmore _____, Burch _____, Depro _____,

Teachout _____, Harris _____, Hedrick Absent, and Pullen _____,

Thereby being _____.

Jerry Pullen, Mayor

Approved as to Form:
Charles Leible, City Counselor

ATTEST:

Carroll Couch, City Clerk

Council Letter

Date of Meeting 14-02-03

Originating Department: Public Works

To the Mayor and City Council:

Subject: Bid Award #14-16 Front-mounted Mowers

Attachments:

1. Bid tabulation sheet

Action Options:

1. Award bid to Greenway Equipment Company for \$17,000 for two John Deere 1435 Series II mowers.
2. Other action the City Council deems appropriate.

Background:

The Park Division budgeted \$20,000 for the replacement of two front-mounted mowers this year in keeping with our two-year replacement program for these mowers. We are offering one 2010 Kubota mower with 577 hours and one 2012 John Deere front-mounted mower with 520 hours as trade-ins. One 2012 John Deere mower will be kept by the Park Division as a back-up unit.

Staff opened bids for two 2014 front-mounted commercial mowers on Friday, January 24. Bids were received from Greenway Equipment Co. and Medlin Equipment Co. The bid tabulation sheet is attached. The low bid from Greenway Equipment Co. is for \$17,000, including trade-in, for two 2014 John Deere 1435 Series II mowers. The mowers come with a 2-year warranty.

The Park Division has had good experience with the John Deere front-mounted mowers and staff is recommending a bid award to Greenway Equipment Company for \$17,000.

CITY OF SIKESTON BID TABULATION SHEET

BID 14-16, Two (2) Commercial-Grade Riding Lawn Mowers

Trade In: 2010 Kubota 2680E

Trade In: John Deere 1435 Series II

OPENING DATE: JANUARY 24, 2014

VENDOR	PRICE	DESCRIPTION
GREENWAY EQUIPMENT CO.	<u>BASE BID</u> \$ 32,500 <u>NET BID LESS</u> <u>TRADE-IN</u> \$17,000	John Deere 1435 Series II; 24 month warranty <u>Trade In:</u> Kubota: \$7,000 John Deere: \$8,500
MEDLIN EQUIPMENT COMPANY	<u>BASE BID</u> \$ 31,850 <u>NET BID LESS</u> <u>TRADE-IN</u> \$22,850	Kubota F2690E; 24 month warranty <u>Trade In:</u> Kubota: \$4,000 John Deere: \$5,000

CHAIRMAN – Chris Hart

RECORDER – Angie Keller

VERIFIER – Brian Dial

Council Letter

Date of Meeting: 14-1-27

Originating Department: Public Works Department

To the Mayor and City Council:

Subject: Award, Bid # 14-18, Purchase of Street Division Tractor

Attachment(s):

1. Bid Tabulation Sheet

Action Options:

1. Review Bid Tabulation Sheet
2. Other Action Council May Deem Necessary

Background:

The Street Division is requesting to purchase a new tractor that would serve in various capacities in the Public Works Department. The specifications were published, with all proper procedures being followed. Five bids were received. A copy of the bid tabulation sheet is enclosed for your review.

The lowest bidder was Medlin Equipment Company with the M-8560 Kubota. The bid evaluation committee recognized the Kubota to have an additional 6 hp for the PTO when compared to the John Deere equivalent. These and other features make this tractor the best overall choice for multiple uses. At this time staff recommends that council award the bid of \$41,600 to Medlin Equipment Co.

CITY OF SIKESTON BID TABULATION SHEET

BID 14-18, 2014 TRACTOR

OPENING DATE: JANUARY 21, 2014

VENDOR	PRICE	ITEM / DESCRIPTION
HEUER SONS IMPLEMENT	\$42,000	Offer #1: MF-4609 Massey Ferguson; 90 hp; 72 hp PTO, 2 year/2000 hour warranty
HEUER SONS IMPLEMENT	\$43, 200	Offer #2: MF 4610 Massey Ferguson; 99 hp; 80 hp PTO, 2 year/2000 hour warranty
GREENWAY EQUIPMENT	\$44,950	5085M John Deere; hp PTO 70; 2 year/2000 hour warranty
MEDLIN EQUIPMENT CO.	\$41,600	M 85610 KUBOTA; 85 hp; 76 hp PTO; 2 year/2000 hour warranty
WM NOBBE	\$41,850	5085 M John Deere; hp PTO 70; 2 year/2000 hour warranty

CHAIRMAN – Brian Dial

RECORDER – Angie Keller

VERIFIER – Darren Martin

Council Letter

Date of Meeting: 14-02-03

Originating Department: Public Works Department

To the Mayor and City Council:

Subject: Consideration of Staff Recommendation for relocation of Municipal Airport Terminal Building

Attachments:

1. Location Sketch

Action Options:

1. Accept Staff's Recommendation
2. Other action Council may deem appropriate

Background:

The City of Sikeston is preparing to begin a project to replace the existing airport terminal building utilizing federal funds through MoDOT. Prior to proceeding with authorizing an engineering services contract to begin the design process, two meetings of the Ad Hoc Airport Advisory Committee were held over the last two months. Staff felt that we needed to take a step back and look at the overall airport plan.

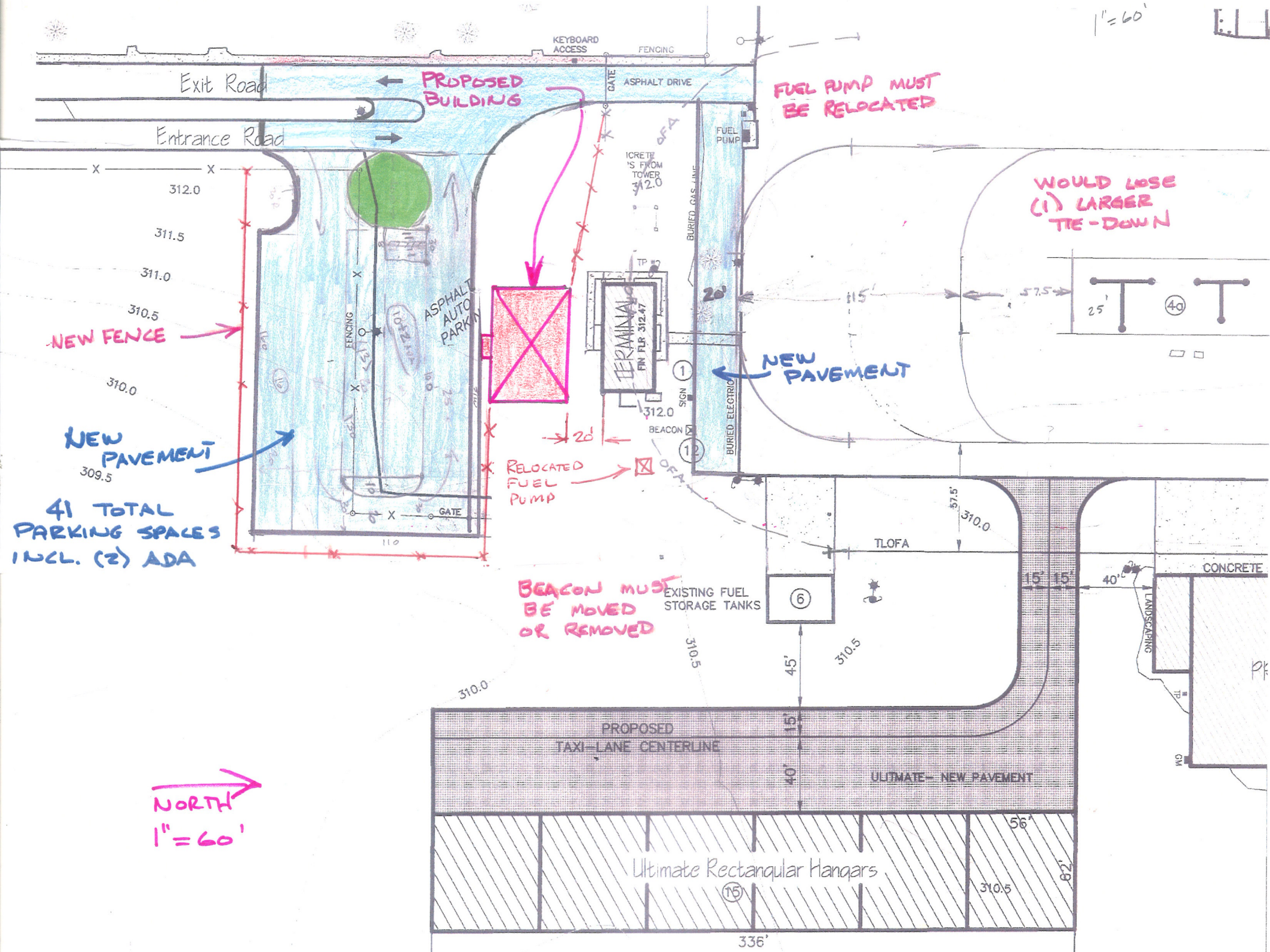
The committee discussed the potential options for where to locate the new terminal building. Various options were discussed including moving the building to the northeast, and putting it right back where it now sits. After two meetings, **it is the recommendation of the committee and of staff to locate the new terminal building just to the immediate south of the existing structure.** This would allow for the current building to remain in operation, allow for an expanded parking area with better traffic flow, and allow for apron expansion to better accommodate apron traffic on congested days.

To replace the building in its current location, and overlay the existing parking lot has a budget of \$800,000. This does not include demolition of the structure, but does include engineering costs. To move the building to the south, replace the parking area, do some street work, move the beacon and expand the apron would cost \$1,060,000 which includes engineering, but does not include demolition. To move the building to the northeast has an approximate cost of \$1,500,000.

To the advisors on the Ad Hoc Airport Advisory Committee, moving the building to the north, while it would make life easier for corporate air traffic, felt it would not be the best overall for the city.

For the subject of project funding, the bulk of funds will come from Federal Non-Primary Entitlement Funds. For the years of 2011, 2012, 2013, and 2014, these total \$585,967, and require a 5% match for 2011 funds, and a 10% match for every year after. In October, it is very likely that we could also utilize FY2015 dollars for another \$150,000. With our funds of \$585,967 plus \$150,000 that would be available after October, plus the local funds set aside of approximately \$180,000 (which is the figure for selling the 'back nine' and must be used on airport related projects), this gives an available balance of \$915,967. With the recommended option having an estimate of \$1,060,000, this would leave an estimated deficit of \$144,033 that we would need to work with MoDOT to provide through additional revenue. MoDOT did mention that the City of Sikeston has an apron expansion project listed in the STIP (Statewide Transportation Improvement Program) and that we could possibly use some funds for the project for the costs related to the apron expansion. The funds might not be available until FY2017, but it is a consideration. MoDOT seemed confident that they could help us find the additional funds, but there was no guarantee.

1" = 60'



Council Letter

Date of Meeting: 14-02-03

Originating Department: Public Works Department

To the Mayor and City Council:

Subject: Authorization to Execute Engineering Services Contract with Waters & Associates for Airport Terminal Building Project

Attachments:

1. Draft of Agreement

Action Options:

1. Authorize Execution of Contract
2. Other action Council may deem appropriate

Background:

This contract is the consultant contract to procure services for the design of the airport terminal building project. The prime contract would be with Waters Engineering of Sikeston. They would then utilize sub-consultants that would be comprised of an architecture firm (Ireland Architecture), Geotechnical Services, and other potential areas of expertise. The total fee proposed for the project is an amount not to exceed \$74,900. With an estimated construction cost of \$910,000, the design fee would be set at just above 8% (8.23).

The fee of \$74,900 includes the following breakdown:

Waters Engineering	\$26,637.45
Ireland Architecture	\$42,812.55
ABNA Engineering (Geotechnical – DBE)	<u>\$5,450.00</u>
TOTAL	\$74,900

This contract does not include the scope or cost of construction inspection services.

This contract does satisfy the 3% DBE goal placed on the project design phase by MoDOT.

Airport Name: Sikeston Memorial Municipal
Project No.: 14-077B-1
County: Scott

AVIATION PROJECT CONSULTANT AGREEMENT
(FEDERAL ASSISTANCE)
(Revision 01/01/11)

THIS AGREEMENT is entered into by Waters Engineering, Inc. (hereinafter the "Consultant"), and the City Sikeston, Missouri, (hereinafter the "Sponsor").

WITNESSETH:

WHEREAS, the Sponsor has selected the Consultant to perform professional services to accomplish a project at the Sikeston Memorial Municipal Airport.

WHEREAS, while neither the Missouri Department of Transportation (MoDOT) nor the Federal Aviation Administration (FAA) is a party to this Agreement, MoDOT and/or FAA land acquisition, environmental, planning, design and construction criteria and other requirements will be utilized unless specifically approved otherwise by MoDOT.

WHEREAS, while the Sponsor intends to accomplish a project at the Sikeston Memorial Municipal Airport as listed in Exhibit I of this Agreement, entitled "Project Description", which is attached hereto and made a part of this Agreement.

NOW, THEREFORE, in consideration of the payments to be made and the covenants set forth in this Agreement to be performed by the Sponsor, the Consultant hereby agrees that it shall faithfully perform the professional services called for by this Agreement in the manner and under the conditions described in this Agreement.

(1) DEFINITIONS: The following definitions apply to these terms, as used in this Agreement:

(A) "SPONSOR" means the owner of the airport referenced above.

(B) "SPONSOR'S REPRESENTATIVE" means the person or persons designated in paragraph 22(A) of this agreement by the Sponsor to represent the Sponsor in negotiations, communications, and various other contract administration dealings with the Consultant.

(C) "MoDOT" means the Missouri Department of Transportation, an executive branch agency of state government, which acts on behalf of the Missouri Highways and Transportation Commission.

(D) "CONSULTANT" means the firm providing professional services to the Sponsor as a party to this Agreement.

(E) "CONSULTANT'S REPRESENTATIVE" means the person or persons designated in paragraph 22(B) of this agreement by the Consultant to represent that firm in negotiations, communications, and various other contract administration dealings with the Sponsor.

(F) "DELIVERABLES" means all drawings and documents prepared in performance of this Agreement, to be delivered to and become the property of the Sponsor pursuant to the terms and conditions set out in paragraph (12) of this Agreement.

(G) "DISADVANTAGED BUSINESS ENTERPRISE (DBE)" means an entity owned and controlled by a socially and economically disadvantaged individual as defined in 49 CFR. Part 26, which is certified as a DBE firm in Missouri by MoDOT. Appropriate businesses owned and controlled by women are included in this definition.

(H) "FAA" means the Federal Aviation Administration within the United States Department of Transportation (USDOT), headquartered at Washington, D.C., which acts through its authorized representatives.

(I) "INTELLECTUAL PROPERTY" consists of copyrights, patents, and any other form of intellectual property rights covering any data bases, software, inventions, training manuals, systems design or other proprietary information in any form or medium.

(J) "SUBCONSULTANT" means any individual, partnership, corporation, or joint venture to which the Consultant, with the approval of the sponsor, subcontracts any part of the professional services under this Agreement but shall not include those entities which supply only materials or supplies to the Consultant.

(K) "SUSPEND" the services means that the services as contemplated herein shall be stopped on a temporary basis. This stoppage will continue until the Sponsor either decides to terminate the project or reactivate the services under the conditions then existing.

(L) "TERMINATE", in the context of this Agreement, means the cessation or quitting of this Agreement based upon the action or inaction of the Consultant, or the unilateral cancellation of this Agreement by the Sponsor.

(M) "TEA-21" means the federal Transportation Equity Act for the 21st Century.

(N) "USDOT" means the United States Department of Transportation, headquartered at Washington, D.C., which acts through its authorized representatives.

(O) "SERVICES" includes all professional engineering and related services and the furnishing of all equipment, supplies, and materials in conjunction with such services as are required to achieve the broad purposes and general objectives of this Agreement.

(2) SCOPE OF SERVICES:

(A) The services covered by this Agreement shall include furnishing the professional, technical, and other personnel and the equipment, material and all other things necessary to accomplish the proposed project detailed in Exhibit I of this Agreement.

(B) The specific services to be provided by the Consultant are set forth on Exhibit II to this Agreement, entitled "Scope of Services," which is attached hereto and made a part of this Agreement.

(3) ADDITIONAL SERVICES: The Sponsor reserves the right to direct additional services not described in Exhibit II as changed or unforeseen conditions may require. Such direction by the Sponsor shall not be a breach of this Agreement. In this event, a supplemental agreement will be negotiated and executed prior to the Consultant performing the additional or changed services, or incurring any additional cost therefore. Any changes in the maximum compensation, or time and schedule of completion, will be covered in the supplemental agreement. Supplemental agreements must be approved by MoDOT to ensure additional funding is available.

(4) INFORMATION AND SERVICES PROVIDED BY THE SPONSOR:

(A) At no cost to the Consultant and in a timely manner, the Sponsor will provide available information of record which is pertinent to this project to the Consultant upon request. In addition, the Sponsor will provide the Consultant with the specific items or services set forth on Exhibit III to this Agreement, entitled "Services Provided by the Sponsor", which is attached hereto and made a part of this Agreement. The Consultant shall be entitled to rely upon the accuracy and completeness of such information, and the Consultant may use such information in performing services under this Agreement.

(B) The Consultant shall review the information provided by the Sponsor and will as expeditiously as possible advise the Sponsor of any of that information which the Consultant believes is inaccurate or inadequate or would otherwise have an effect on its design or any of its other activities under this Agreement. In such case, the Consultant shall provide new or verified data or information as necessary to meet the standards required under this Agreement. Any additional work required of the Consultant as the result of inaccurate or inadequate information provided by the Sponsor will be addressed per the provisions of paragraph 3 of this Agreement.

(5) RESPONSIBILITY OF THE CONSULTANT:

(A) The Consultant shall comply with applicable local, state and federal laws and regulations governing these services, as published and in effect on the date of this Agreement. The Consultant shall provide the services in accordance with the criteria and requirements established and adopted by the Sponsor as expressly established in this Agreement, consisting of published manuals and policies of MoDOT and FAA which shall be furnished by the Sponsor upon request.

(B) Without limiting the foregoing, land acquisition, environmental, planning, design and construction criteria will be in accordance with the information set out in Exhibit II of this Agreement.

(C) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of designs, drawings, specifications, and other services furnished under this Agreement. At any time during construction or during any phase of work performed by others based upon data, plans, designs, or specifications provided by the Consultant, the Consultant shall prepare any data, plans, designs, or specifications needed to correct any negligent acts, errors, or omissions of the Consultant or anyone for whom it is legally responsible in failing to comply with the foregoing standard. The services necessary to correct such negligent acts, errors, or omissions shall be performed without additional compensation, even though final payment may have been received by the Consultant. The Consultant shall provide such services as expeditiously as is consistent with professional performance. Acceptance of the services will not relieve the Consultant of the responsibility to correct such negligent acts, errors, or omissions.

(D) Completed design reports, plans and specifications, plans/specifications submitted for review by permit authorities, and plans/specifications issued for construction shall be signed, sealed, and dated by a professional engineer registered in the State of Missouri. Incomplete or preliminary plans or other documents, when submitted for review by others, shall not be sealed, but the name of the responsible engineer, along with the engineer's Missouri registration number, shall be indicated on the design report, plans and specifications or included in the transmittal document. In addition, the phrase "Preliminary - Not for Construction," or similar language, shall be placed on the incomplete or preliminary plan(s) in an obvious location where it can readily be found, easily read, and not obscured by other markings, as a disclosure to others that the design report, plans and specifications are incomplete or preliminary. When the design report, plans and specifications are completed, the phrase "Preliminary - Not for Construction" or similar language shall be removed and the design report, plans and specifications shall thereupon be sealed.

(E) The Consultant shall cooperate fully with the Sponsor's activities on adjacent projects as may be directed by the Sponsor. This shall include attendance at meetings, discussions, and hearings as requested by the Sponsor. The minimum number and location of meetings shall be defined in Exhibit II.

(F) In the event any lawsuit or court proceeding of any kind is brought against the Sponsor, arising out of or relating to the Consultant's activities or services performed under this Agreement or any project of construction undertaken employing the deliverables provided by the Consultant in performing this Agreement, the Consultant shall have the affirmative duty to assist the Sponsor in preparing the Sponsor's defense, including, but not limited to, production of documents, trials, depositions, or court testimony. Any assistance given to the Sponsor by the Consultant will be compensated at an amount or rate negotiated between the Sponsor and the Consultant as will be identified in a separate agreement between the Sponsor and the Consultant. To the extent the assistance given to the Sponsor by the Consultant was necessary for the Sponsor to defend claims and liability due to the Consultant's negligent acts, errors, or omissions, the compensation paid by the Sponsor to the Consultant will be reimbursed to the Sponsor.

(6) NO SOLICITATION WARRANTY: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Sponsor will have the right to terminate this Agreement without liability, or at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee, plus costs of collection including reasonable attorney's fees.

(7) DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

(A) DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 0% of the total Agreement dollar value.

(B) Consultant's Certification Regarding DBE Participation: The consultant's signature on this Agreement constitutes the execution of all DBE certifications which are a part of this Agreement.

1. Policy: It is the policy of the U.S. Department of Transportation and the Sponsor that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 CFR Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.

2. Obligation of the Consultant to DBE's: The Consultant agrees to assure that DBE's have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or

in part with federal funds. In this regard the Consultant shall take all necessary and reasonable steps to assure that DBE's have the maximum opportunity to compete for and perform services. The Consultant shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.

3. Geographic Area for Solicitation of DBE's: The Consultant shall seek DBE's in the same geographic area in which the solicitation for other subconsultants is made. If the Consultant cannot meet the DBE goal using DBE's from that geographic area, the Consultant shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

B. The Consultant may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.

C. The Consultant may count toward the DBE goal expenditures to DBE's who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.

D. A Consultant may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by the Sponsor to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Consultant is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Consultant shall make good faith efforts to replace a DBE Subconsultant, who is unable to perform satisfactorily, with another DBE Subconsultant. Replacement firms must be approved by the Sponsor and MoDOT.

6. Verification of DBE Participation: Prior to the release of the retained percentage by the Sponsor, the Consultant shall file a list with the Sponsor showing the DBE's used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Consultant to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Sponsor for noncompliance with 49 CFR Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the Sponsor, the Sponsor may sustain damages, the exact extent of which would be difficult or impossible to ascertain. Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBE's for performing a commercially useful function will be deducted from the Consultant's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by the Sponsor, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Consultant, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal established by the Sponsor is stated above in section (7)(A). The Consultant must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified in section (7)(B)(8) below is less than the percentage stated in section (7)(A). Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

A. Attended a meeting scheduled by the Sponsor to inform DBE's of contracting or consulting opportunities.

B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBE's that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBE's to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBE's to determine with certainty whether the DBE's were interested in subconsulting work for this Agreement.

E. Selected portions of the services to be performed by DBE's in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBE's with adequate information about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBE's, and not rejecting DBE's as unqualified without sound reasons, based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBE's in obtaining any bonding, lines of credit or insurance required by the Sponsor or by the Consultant.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

8. DBE Participation Obtained by Consultant: The Consultant has obtained DBE participation, and agrees to use DBE firms to complete 3% of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Consultant shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS	TYPE OF DBE SERVICE	TOTAL \$ VALUE OF THE DBE SUBCONTRACT	CONTRACT \$ AMOUNT TO APPLY TO TOTAL DBE GOAL	% OF SUBCONTRACT \$ VALUE APPLICABLE TO TOTAL GOAL
Maag Geotechnical Service 8661 Grant Road, Suite B St. Louis, MO 63123	Subsurface Exploration & Report	\$6,000	\$3,640	61

9. Good Faith Efforts to Obtain DBE Participation: If the Consultant's agreed DBE goal amount as specified in section (7)(B)(8) is less than the Sponsor's DBE goal given in section (7)(A), then the Consultant certifies that the following good faith efforts were taken by Consultant in an attempt to obtain the level of DBE participation set by the Sponsor in section (7)(A): N/A.

(8) SUBCONSULTANTS:

(A) The Consultant agrees that except for those firms and for those services listed below, there shall be no transfer of engineering services performed under this Agreement without the written consent of the Sponsor. Subletting, assignment, or transfer of the services or any part thereof to any other corporation,

partnership, or individual is expressly prohibited. Any violation of this clause will be deemed cause for termination of this Agreement.

EXCEPTIONS (subconsultant information):

FIRM NAME	COMPLETE ADDRESS	NATURE OF SERVICES
Ireland Architects	1908 E. Sunshine Springfield, MO	Architecture
Maag Geotechnical Service	8661 Grant Road, Suite B St. Louis, MO 63123	Subsurface Exploration & Report

(B) The Consultant agrees, and shall require the selected subconsultants, to maintain books, documents, papers, accounting records, and other evidence pertaining to direct costs and expenses incurred under the Agreement and to make such materials available at their offices at reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement, for inspection by the Sponsor or any authorized representative of MoDOT or the federal government, and copies thereof shall be furnished.

(C) Unless waived or modified by the Sponsor, the Consultant agrees to require, and shall provide evidence to the Sponsor, that those subconsultants shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance, for not less than the period of services under such subconsultant agreements, and in not less than the following amounts:

1. Commercial General Liability: \$500,000.00 per claim up to \$3,000,000.00 per occurrence;

2. Automobile Liability: \$500,000.00 per claim up to \$3,000,000.00 per occurrence;

3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000.00; and

(D) The subletting of the services will in no way relieve the Consultant of its primary responsibility for the quality and performance of the services to be performed hereunder and the Consultant shall assume full liability for the services performed by its subconsultants.

(E) The payment for the services of any subconsultants will be reimbursed at cost by the Sponsor in accordance with the submitted invoices for such services, as set forth in paragraph (9), entitled "Fees and Payments".

(F) The Consultant agrees to furnish a list of any MoDOT approved DBE subconsultants under this Agreement upon the request of the Sponsor. Further, the Consultant agrees to report to the Sponsor on a monthly basis the actual payments made by the Consultant to such DBE subconsultants.

(G) The Consultant agrees that any agreement between the Consultant and any subconsultant shall be an actual cost plus fixed fee agreement if the amount of the agreement between the Consultant and subconsultant exceeds \$25,000. Subconsultant agreements for amounts of \$25,000 or less may be lump sum or actual cost plus fixed fee as directed by the Sponsor.

(9) FEES AND PAYMENTS:

(A) The Consultant shall not proceed with the services described herein until the Consultant receives written authorization in the form of a Notice to Proceed from the Sponsor.

(B) The amount to be paid to the Consultant by the Sponsor as full remuneration for the performance of all services called for in this Agreement will be on the following basis, except that the lump sum fee for labor, overhead and profit plus other costs will not exceed a maximum amount payable of **\$74,500**, which is shown in Exhibit IV, "Derivation of Consultant Project Costs", and Exhibit V, "Engineering Basic and Special Services-Cost Breakdown" attached hereto and made a part of this Agreement. Payment under the provisions of this Agreement is limited to those costs incurred in accordance with generally accepted accounting principles; to the extent they are considered necessary to the execution of the item of service.

(C) The Consultant's fee shall include the hourly salary of each associate and employee, salary-related expenses, general overhead, and direct non-salary costs as allowed by 48 CFR Part 31, the Federal Acquisition Regulations (FAR), and 23 CFR 172, Administration of Engineering and Design Related Service Contracts. The hourly salary of each associate and employee is defined as the actual productive salaries expended to perform the services. The other billable costs for the project are defined as follows:

1. Salary-related expenses are additions to payroll cost for holidays, sick leave, vacation, group insurance, worker's compensation insurance, social security taxes (FICA), unemployment insurance, disability taxes, retirement benefits, and other related items.

2. General overhead cost additions are for administrative salaries (including non-productive salaries of associates and employees), equipment rental and maintenance, office rent and utilities, office maintenance, office supplies, insurance, taxes, professional development expenses, legal and audit fees, professional dues and licenses, use of electronic computer for accounting, and other related items.

3. Direct non-salary costs incurred in fulfilling the terms of this

Agreement, such as but not limited to travel and subsistence, subcontract services, reproductions, computer charges, materials and supplies, and other related items, will be charged at actual cost without any override or additives.

4. The additions to productive salaries for Items 9(C) 1 and 2 will be established based on the latest audit.

5. The Consultant shall provide a detailed manhour/cost breakdown for each phase of the project indicating each job classification with base wage rates and the number of hours associated with each phase. The breakdown shall include work activities and be in sufficient detail to reflect the level of effort involved. This information shall be attached hereto and made a part of this Agreement as Exhibit V "Engineering Basic and Special Services -Cost Breakdown".

6. The Consultant shall provide a detailed breakdown of all subconsultant fees, including overhead and profit.

7. The Consultant shall provide a detailed breakdown of all travel expense, living expense, reproduction expense and any other expense that may be incurred throughout the project. These expenses must be project specific and not covered in or by an overhead rate.

8. The property and equipment used on this project such as automotive vehicles, survey equipment, office equipment, etc., shall be owned, rented, or leased by the Consultant, and charges will be made to the project for the use of such property at the rate established by company policies and practices. Approval of the Sponsor and MoDOT will be required prior to acquisition of reimbursable special equipment.

(D) The Consultant shall submit an invoice for services rendered to the Sponsor not more than once every month. A progress summary indicating the current status of the services shall be submitted along with each invoice. Upon receipt of the invoice and progress summary, the Sponsor will, as soon as practical, but not later than 45 days therefrom, pay the Consultant for the services rendered, to the extent of ninety-eight percent (98%) of the amount of the lump sum fee earned plus direct costs as reflected by the estimate of the portion of the services completed as shown by the progress summary, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amounts not paid, through no fault of the Consultant, within 45 days after the Sponsor's receipt of the Consultant's invoice. The Sponsor will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress summary. Two percent (2%) of the amount earned will be retained by the Sponsor until the design services as covered by the Agreement are completed by the Consultant and approved by the Sponsor and MoDOT. The payment will be subject to final audit of actual expenses during the period of the Agreement. Upon completion and acceptance of the services required by

paragraph (2), "Scope of Services," the two percent (2%) retainage will be paid to the Consultant. In the alternative to withholding the two percent (2%) retainage as set forth above, the Sponsor may accept a letter of credit or the establishment of an escrow account, in the amount of said two percent (2%) retainage and upon such other terms and conditions as may be acceptable to the Sponsor and the Consultant. If a letter of credit or escrow account is not acceptable to the Sponsor, then the two percent (2%) retainage will control.

(10) PERIOD OF SERVICE:

(A) The services, and if more than one then each phase thereof, shall be completed in accordance with the schedule contained in Exhibit VI, "Performance Schedule," attached hereto and made a part of this Agreement. The Consultant and the Sponsor will be required to meet this schedule.

(B) The Sponsor will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Consultant. Requests for extensions of time shall be made in writing by the Consultant, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested. Such extension of time shall be the sole allowable compensation for all such delays. The Consultant may also receive an equitable adjustment in the maximum amount payable, provided the consultant can document the additional cost resulting from the delay. Any extensions or additional costs shall be subject to MoDOT approval.

(C) The Consultant and Sponsor agree that time is of the essence, and the Consultant and Sponsor will be required to meet the schedules in this Agreement. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the Consultant, no claim for damage shall be made by either party. The anticipated date of completion of the work, including review time, is stated in Exhibit VI of this Agreement. An extension of time shall be the sole allowable compensation for any such delays. The Consultant may also receive an equitable adjustment in the maximum amount payable, provided the consultant can document the additional cost resulting from the delay. Any extensions or additional costs shall be subject to MoDOT approval.

(D) As used in this provision, the term "delays due to unforeseeable causes" includes the following:

1. War or acts of war, declared or undeclared;
2. Flooding, earthquake, or other major natural disaster preventing the Consultant from performing necessary services at the project site, or in the Consultant's offices, at the time such services must be performed;
3. The discovery on the project of differing site conditions, hazardous substances, or other conditions which, in the sole judgment of the Sponsor,

justifies a suspension of the services or necessitates modifications of the project design or plans by the Consultant;

4. Court proceedings;
5. Changes in services or extra services.

(11) SUSPENSION OR TERMINATION OF AGREEMENT:

(A) The Sponsor may, without being in breach hereof, suspend or terminate the Consultant's services under this Agreement, or any part of them, for cause or for the convenience of the Sponsor, upon giving to the Consultant at least fifteen (15) days' prior written notice of the effective date thereof. The Consultant shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Sponsor.

(B) Should the Agreement be suspended or terminated for the convenience of the Sponsor, the Sponsor will pay to the Consultant its costs as set forth in paragraph (9)(B), including a proportional amount of the lump sum fee based upon an estimated percentage of Agreement completion prior to such suspension or termination, direct costs as defined in this Agreement for services performed by the Consultant plus reasonable costs incurred by the Consultant in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Consultant's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.

(C) The Consultant shall remain liable to the Sponsor for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Consultant. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.

(D) The Consultant shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Consultant is deprived of the opportunity to complete the Consultant's services.

(E) Upon the occurrence of any of the following events, the Consultant may suspend performance hereunder by giving the Sponsor 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Sponsor. In the event the condition is not remedied within 120 days of the Consultant's original notice, the Consultant may terminate this agreement.

1. Receipt of written notice from the Sponsor that funds are no longer available to continue performance.

2. The Sponsor 's persistent failure to make payment to the Consultant in a timely manner.

3. Any material contract breach by the Sponsor.

(12) OWNERSHIP OF DRAWINGS AND DOCUMENTS:

(A) All drawings and documents prepared in performance of this Agreement shall be delivered to and become the property of the Sponsor upon suspension, abandonment, cancellation, termination, or completion of the Consultant's services hereunder; provided, however,

1. The Consultant shall have the right to their future use with written permission of the Sponsor;

2. The Consultant shall retain its rights in its standard drawing details, designs, specifications, CADD files, databases, computer software, and any other proprietary property; and

3. The Consultant shall retain its rights to intellectual property developed, utilized, or modified in the performance of the services subject to the following:

A. Copyrights. Sponsor, as the contracting agency, reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Governmental purposes:

I. The copyright in any works developed under this agreement, or under a subgrant or contract under this agreement; and

II. Any rights of copyright to which Sponsor, its consultant or subconsultant purchases ownership with payments provided by this agreement.

B. Patents. Rights to inventions made under this agreement shall be determined in accordance with 37 C.F.R. Part 401. The standard patent rights clause at 37 C.F.R. § 401.14, as modified below, is hereby incorporated by reference.

I. The terms "to be performed by a small business firm or domestic nonprofit organization" shall be deleted from paragraph (g)(1) of the clause;

II. Paragraphs(g)(2) and (g)(3) of the clause shall be deleted; and

III. Paragraph (I) of the clause, entitled "communications" shall read as follows: "(I) Communications. All notifications required by this clause shall be submitted to the Sponsor".

IV. The following terms in 37 C.F.R. 401.14 shall for the purpose of this Agreement have the following meaning:

Contractor - Consultant

Government and Federal Agency - Sponsor

Subcontractor - Subconsultant

4. Basic survey notes, design computations, and other data prepared under this Agreement shall be made available for use by the Sponsor without further compensation and without restriction or limitation on their use.

(B). Electronically Produced Documents:

1. Electronically produced documents will be submitted to the Sponsor in data files compatible with AutoCad 13 (specify CADD version). The Consultant makes no warranty as to the compatibility of the data files beyond the above specified release or version of the stated software.

2. Because data stored on electronic media can deteriorate undetected or be modified without the Consultant's knowledge, the electronic data files submitted to the Sponsor will have an acceptance period of 60 days after receipt by the Sponsor. If during that period the Sponsor finds any errors or omissions in the files, the Consultant will correct the errors or omissions as a part of this Agreement. The Consultant will not be responsible for maintaining copies of the submitted electronic data files after the acceptance period.

3. Any changes requested after the acceptance period will be considered additional services for which the Consultant shall be reimbursed at the hourly rates established herein plus the cost of materials.

4. The data on the electronic media shall not be considered the Consultant's instrument of service. Only the submitted hard copy documents with the Consultant Engineer's seal on them will be considered the instrument of service. The Consultant's nameplate shall be removed from all electronic media provided to the Sponsor.

(C) The Sponsor may incorporate any portion of the deliverables into a project other than that for which they were performed, without further compensation to the Consultant; provided however, that (1) such deliverables shall thereupon be

deemed to be the work product of the Sponsor and the Sponsor shall use same at its sole risk and expense; and (2) the Sponsor shall remove the Consultant's name, seal, endorsement, and all other indices of authorship from the deliverables.

(13) DECISIONS UNDER THIS AGREEMENT AND DISPUTES:

(A) The Sponsor will determine the acceptability of the drawings, specifications, and estimates and all other deliverables to be furnished, and will decide the questions that may arise relative to the proper performance of this Agreement. The determination of acceptable deliverables may occur following final payment, and as late as during the construction of the project which decisions shall be conclusive, binding and incontestable, if not arbitrary, capricious or the result of fraud.

(B) The Sponsor will decide all questions which may arise as to the quality, quantity, and acceptability of services performed by Consultant and as to the rate of progress of the services; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the Agreement on the part of the Consultant; the proper compensation for performance or breach of the Agreement; and all claims of any character whatsoever in connection with or growing out of the services of the Consultant, whether claims under this Agreement or otherwise. The Sponsor's decisions shall be conclusive, binding and incontestable if not arbitrary, capricious or the result of fraud.

(C) If the Consultant has a claim for payment against the Sponsor which in any way arises out of the provisions of this Agreement or the performance or non-performance hereunder, written notice of such claim must be made in triplicate within sixty (60) days of the Consultant's receipt of payment for the retained percentage. Notwithstanding paragraph 22 of this Agreement, the notice of claim shall be personally delivered or sent by certified mail to the Sponsor. The notice of claim shall contain an itemized statement showing completely and fully the items and amounts forming the basis of the claim and the factual and legal basis of the claim.

(D) Any claim for payment or an item of any such claim not included in the notice of claim and itemized statement, or any such claim not filed within the time provided by this provision shall be forever waived, and shall neither constitute the basis of nor be included in any legal action, counterclaim, set-off, or arbitration against the Sponsor.

(E) The claims procedure in paragraphs 13 (C) and (D) do not apply to any claims of the Sponsor against the Consultant. Further, any claims of the Sponsor against the Consultant under this Agreement are not waived or estopped by the claims procedure in paragraphs 13 (C) and (D).

(F) Notwithstanding paragraphs (A) through (E) above, in the event of any material dispute hereunder, both parties agree to pursue, diligently and in good faith, a mutually acceptable resolution.

(14) SUCCESSORS AND ASSIGNS: The Sponsor and the Consultant agree that this Agreement and all agreements entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.

(15) INDEMNIFICATION RESPONSIBILITY:

(A) The Consultant agrees to save harmless the Sponsor, MoDOT and the FAA from all liability, losses, damages, and judgments for bodily injury, including death, and property damage to the extent due to the Consultant's negligent acts, errors, or omissions in the services performed or to be performed under this Agreement, including those negligent acts, errors, or omissions of the Consultant's employees, agents, and subconsultants.

(B) The Consultant shall be responsible for the direct damages incurred by the Sponsor as result of the negligent acts, errors, or omissions of the Consultant or anyone for whom the Consultant is legally responsible, and for any losses or costs to repair or remedy construction as a result of such negligent acts, errors or omissions; provided, however, the Consultant shall not be liable to the Sponsor for such losses, costs, repairs and/or remedies which constitute betterment of or an addition of value to the construction or the project.

(C) Neither the Sponsor 's review, approval or acceptance of, or payment for, any services required under this Agreement, nor the termination of this Agreement prior to its completion, will be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement. This indemnification responsibility survives the completion of this Agreement, as well as the construction of the project at some later date, and remains as long as the construction contractor may file or has pending a claim or lawsuit against the Sponsor on this project arising out of the Consultant's services hereunder.

(16) INSURANCE:

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

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

(C) The Consultant's insurance coverages shall be for not less than the

following limits of liability:

1. Commercial General Liability: \$500,000.00 per claim up to \$3,000,000.00 per occurrence;
2. Automobile Liability: \$500,000.00 per claim up to \$3,000,000.00 per occurrence;
3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000.00; and
4. Professional ("Errors and Omissions") Liability: \$1,000,000.00, each claim and in the annual aggregate.

(D) The Consultant shall, upon request at any time, provide the Sponsor with certificates of insurance evidencing the Consultant's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance is in effect, as to the services under this Agreement.

(E) Any insurance policy required as specified in paragraph No. (16) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

(17) CONSTRUCTION PHASE OF THE PROJECT:

(A) This Agreement does not include construction phase services. Review of shop drawings and other construction phase services can be added by Supplemental Agreement after design has been completed and the construction contract period has been determined.

(B) Because the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the construction contractor(s)' methods of determining prices, or over competitive bidding or market conditions, any of the Consultant's opinions of probable project costs and/or construction cost, if provided for herein, are to be made on the basis of the Consultant's experience and qualifications and represent the Consultant's best judgment as an experienced and qualified design professional, familiar with the construction industry, but the Consultant cannot and does not guarantee that proposals, bids, or actual total project costs and/or construction costs will not vary from opinions of probable costs prepared by the Consultant.

(C) The Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the construction work, since these are solely the construction contractor(s)' responsibility under the construction contract(s). The Consultant shall not be responsible for the construction contractor(s)' schedules or failure to carry out the construction work in accordance with

the construction contract(s). The Consultant shall not have control over or charge of acts of omissions of the construction contractor(s), or any of its or their subcontractors, agents, or employees, or of any other persons performing portions of the construction work.

(18) NONDISCRIMINATION ASSURANCE: With regard to services under this Agreement, the Consultant agrees as follows:

(A) Civil Rights Statutes: The Consultant shall comply with all state and federal statutes related to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans With Disabilities Act (42 U.S.C. 12101, et seq.). In addition, if the Consultant is providing services or operating programs on behalf of the Sponsor or MoDOT, the Consultant shall comply with all applicable provisions of Title II of the Americans With Disabilities Act.

(B) Executive Order: The Consultant shall comply with all provisions of Executive Order 94-03, issued by the Honorable Mel Carnahan, Governor, on January 14, 1994, promulgating a code of fair practices in regard to nondiscrimination, which executive order is incorporated herein by reference and made a part of this Agreement. This Executive Order 94-03 prohibits discriminatory employment practices by the Consultant or its subconsultants based upon race, color, religion, creed, national origin, sex, disability, veteran status, or age.

(C) Administrative Rules: The Consultant shall comply with the USDOT rules relative to nondiscrimination in federally assisted programs of the USDOT (49 CFR Subtitle A, Part 21) which rules are incorporated herein by reference and made a part of this Agreement.

(D) Nondiscrimination: The Consultant shall not discriminate on the grounds of race, color, religion, creed, sex, disability, national origin, age, or ancestry of any individual in the selection and retention of subconsultants, including the procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Subtitle A, Part 21, Section 21.5, including in its employment practices.

(E) The Solicitation for Subcontracts, Including the Procurements of Material and Equipment: These assurances which concern nondiscrimination also apply to the subconsultants and suppliers of the Consultant. In all solicitations either by competitive bidding or negotiation made by the Consultant for services to be performed under a subcontract (including procurement of materials or equipment), each potential subconsultant or supplier shall be notified by the Consultant of the requirements of this Agreement relative to nondiscrimination on the grounds of the race, color, religion, creed, sex, disability, national origin, age, or ancestry of any individual.

(F) Information and Reports: The Consultant shall provide all information and reports required by this Agreement, or orders and instructions issued

pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the USDOT to be necessary to ascertain compliance with other contracts, orders, and instructions. Where any information which is required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Sponsor or the USDOT as appropriate, and shall set forth what efforts the Consultant has made to obtain the information.

(G) Sanctions for Noncompliance: In the event the Consultant fails to comply with the nondiscrimination provisions of this Agreement, the Sponsor shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including but not limited to:

1. Withholding of payments to the Consultant under this Agreement until the Consultant and its subconsultant(s) comply; or

2. The cancellation, termination, or suspension of this Agreement, in whole or in part; or both.

(H) Incorporation of Provision: The Consultant shall include these nondiscrimination provisions in every subcontract it makes relating to this project, including the procurement of materials and lease of equipment, unless exempted by federal law, or USDOT regulations or instructions. The Consultant shall take such action with respect to any subcontract or procurement as the Sponsor or MoDOT may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided that in the event the Consultant becomes involved or is threatened with litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the United States to enter into such litigation to protect the interests of the United States. The Consultant shall take the acts which may be required to fully inform itself of the terms of, and to comply with, said state and federal laws.

(19) AVIATION FEDERAL AND STATE CLAUSES:

(A) Airport and Airway Improvement Act of 1982, Section 520 General Civil Rights Provisions, (Version I, 1/5/90):

The Consultant assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the consultant or its transferee for the period during which Federal assistance is extended to the airport aid program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport commission or any provision of similar services or

benefits or (b) the period during which the airport commission or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract.

(B) Rights to Inventions - 49 CFR Part 18, (Version I, 1/5/90):

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal Grant under which this contract is executed. Information regarding these rights is available from the Sponsor or the FAA.

(C) Breach of Contract Terms Sanctions - 49 CFR Part 18, (Version I, 1/5/90):

Any violation or breach of the terms of this contract on the part of the Consultant or Subcontractor/Subconsultant may result in the suspension or termination of this contract or such other action which may be necessary to enforce the rights of the parties of this agreement.

(D) Trade Restrictions Clause - 49 CFR Part 30, (Version I, 1/5/90):

1. The Consultant or subconsultant, by submission of an offer and/or execution of a contract, certifies that it:

A. is not owned or controlled by one or more citizens or nationals of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade representatives (USTR).

B. has not knowingly entered into any contract or subcontract for this project with a Consultant that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of foreign country on said list.

C. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

2. Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or subconsultant who is unable to certify to the above. If the consultant knowingly procures or subcontracts for the supply of any product or service of a foreign country on the said list for use on the project, the FAA may direct, through the Sponsor, cancellation or the agreement at no cost to the Sponsor, MoDOT or the Federal Government.

3. Further, the Consultant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without

modification in each contract and in all lower tier subcontracts. The Consultant may rely upon the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

4. The Consultant shall provide immediate written notice to the Sponsor if the Consultant learns that its certification or that of a Subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstance. The subcontractor/subconsultant agrees to provide immediate written notice to the Consultant, if at any time it learns its certification was erroneous by reason of changed circumstances.

5. This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Consultant or subconsultant knowingly rendered an erroneous certification, the FAA may direct, through the Sponsor, cancellation of the Agreement or subcontract for default at no cost to the Sponsor or the Federal Government.

6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

7. This certification concerns a matter within the jurisdiction an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

(E) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, (Version I, 1/5/90):

The consultant certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the consultant or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

(F) Energy Policy and Conservation Act:

The consultant shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

(20) ACTIONS: No action may be brought by either party hereto concerning any matter, thing, or dispute arising out of or relating to the terms, performance, non-performance, or otherwise of this Agreement except in the Circuit Court of Pemiscot

County, Missouri. The parties agree that this Agreement is entered into at Caruthersville, Missouri and substantial elements of its performance will take place or be delivered at Caruthersville, Missouri, by reason of which the Consultant consents to venue of any action against it in Pemiscot County, Missouri. The Consultant shall cause this provision to be incorporated into all of its agreements with, and to be binding upon, all subconsultants of the Consultant in the performance of this Agreement.

(21) AUDIT OF RECORDS: For purpose of an audit, the Consultant shall maintain all those records relating to direct costs and expenses incurred under this Agreement, including but not limited to invoices, payrolls, bills, receipts, etc. These records must be available at all reasonable times to the Sponsor, MoDOT and the FAA or their designees and representatives, at the Consultant's offices, at no charge, during the Agreement period and any extension thereof, and for the three (3) year period following the date of final payment made under this Agreement. If the Sponsor has notice of a potential claim against the Consultant and/or the Sponsor based on the Consultant's services under this Agreement, the Consultant, upon written request of the Sponsor, shall retain and preserve its records until the Sponsor has advised the Consultant in writing that the disputed claim is resolved.

(22) NOTICE TO THE PARTIES: All notices or communications required by this Agreement shall be made in writing, and shall be effective upon receipt by the Sponsor or the Consultant at their respective addresses of record. Letters or other documents which are prepared in 8.5 x 11 inch format may be delivered by telefax, provided that an original is received at the same address as that to which that telefax message was sent, within three (3) business days of the telefax transmission. Either party may change its address of record by written notice to the other party.

(A) Notice to the Sponsor: Notices to the Sponsor shall be addressed and delivered to the following Sponsor's representative, who is hereby designated by the Sponsor as its primary authorized representative for administration, interpretation, review, and enforcement of this Agreement and the services of the Consultant hereunder:

NAME AND TITLE OF SPONSOR'S REPRESENTATIVE	Jay Lancaster		
SPONSOR'S NAME	Public Works Director		
SPONSOR'S ADDRESS	105 East Center Street Sikeston, MO 63801		
PHONE	573-475-3740	FAX	573-471-1526
E-MAIL ADDRESS	jlancaster@sikeston.org		

The Sponsor reserves the right to substitute another person for the individual named at any time, and to designate one or more other representatives to have authority to act

upon its behalf generally or in limited capacities, as the Sponsor may now or hereafter deem appropriate. Such substitution or designations shall be made by the Sponsor in a written notice to the Consultant.

(B) Notice to the Consultant: Notices to Consultant shall be addressed and delivered to Consultant's representative, as follows:

NAME AND TITLE OF CONSULTANT'S REPRESENTATIVE	John Chittenden, President		
CONSULTANT'S NAME	Waters Engineering, Inc.		
CONSULTANT'S ADDRESS	P. O. Box 567 Sikeston, MO 63801		
PHONE	573-471-5680	FAX	573-471-5689
E-MAIL ADDRESS	jchittenden@waterseng.com		

The Consultant reserves the right to substitute another person for the individual named at any time, and to designate one or more other representatives to have authority to act upon its behalf generally or in limited capacities, as the Consultant may now or hereafter deem appropriate. Such substitutions or designations shall be made by the Consultant's president or chief executive officer in a written notice to the Sponsor.

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

(24) CONFIDENTIALITY: The Consultant agrees that the Consultant's services under this Agreement is a confidential matter between the Consultant and the Sponsor. The Consultant shall not disclose any aspect of the Consultant's services under this Agreement to any other person, corporation, governmental entity, or news media, excepting only to such employees, subconsultants, and agents as may be necessary to allow them to perform services for the Consultant in the furtherance of this Agreement, without the prior approval of the Sponsor; provided, however, that any confidentiality and non-disclosure requirements set out herein shall not apply to any of the Consultant's services or to any information which (1) is already in the public domain or is already in the Consultant's possession at the time the Consultant performs the services or comes into possession of the information, (2) is received from a third party without any confidentiality obligations, or (3) is required to be disclosed by governmental or judicial order. Any disclosure pursuant to a request to the Sponsor under Chapter 610, RSMo, shall not constitute a breach of this Agreement. The content and extent of any authorized disclosure shall be coordinated fully with and under the direction of the Sponsor, in advance.

(25) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Sponsor and the Consultant.

(26) SEVERABILITY AND SURVIVAL:

(A) Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Sponsor and the Consultant.

(B) All express representations, indemnifications, or limitations of liability made or given in this Agreement will survive the completion of all services by the Consultant under this Agreement or the termination of this Agreement for any reason.

(27) PAYMENT BOND: In the event a subconsultant is used for any services under this Agreement, Consultant shall provide a payment bond under Section 107.170 RSMo. Supp., as amended, for any services which are printing, aircraft, archaeology, surveying, hazardous waste or geotechnical including but not limited to the collection of soil samples. Any payment bond must be acceptable to the Sponsor and must be provided prior to the performance of service. The cost for the payment bond must have been included in the fee of the Consultant under this Agreement.

A payment bond shall not be required for subconsultant services for which the aggregate costs are \$25,000 or less or when the subconsultant is an engineering firm that is performing non-engineering services per current MoDOT policy.

(28) CERTIFICATION ON LOBBYING: Since federal funds are being used for this agreement, the consultant's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 CFR Part 20 including Appendix A and B to Part 20. Consultant agrees to abide by all certification or disclosure requirements in 49 CFR Part 20 which are incorporated herein by reference.

(29) ATTACHMENTS: The following Exhibits and other documents are attached to and made a part of this Agreement:

- (A) Exhibit I: Project Description.
- (B) Exhibit II: Scope of Services.
- (C) Exhibit IIA: Current FAA Advisory Circulars, Standards, Guidance and MoDOT Standards
- (D) Exhibit III: Services Provided by the Sponsor.
- (E) Exhibit IV: Derivation of Consultant Project Costs.
- (F) Exhibit V: Engineering Basic and Special Services - Cost Breakdown.
- (G) Exhibit VI: Performance Schedule

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective proper officials.

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

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

Sponsor:
City of Sikeston, Missouri

Consultant:
Waters Engineering, Inc.

By: _____
Signature

By: _____
Signature

Title: Jerry Pullen, Mayor

Title: John Chittenden, President

ATTEST:

ATTEST:

By: _____
Signature

By: _____
Signature

Title: _____

Title: _____

EXHIBIT I

PROJECT DESCRIPTION

1. Construct a new terminal building. Note the project does not include the demolition and removal of the existing building which would be done by the Sponsor.
2. Expand the existing apron to add approximately 25 feet on the south side thereof to allow for a by-pass lane for access to fuel service, including new bituminous pavement, aggregate base and pavement markings.
3. Modify and relocate the existing automobile parking area to provide approximately 50 parking spaces and facilitate circulation and terminal access including new bituminous pavement and aggregate base, bituminous overlay of existing pavement, new pavement markings and concrete sidewalks.
4. Provide new fencing for the terminal/auto parking area.

EXHIBIT II

SCOPE OF SERVICES

The Consultant, in consideration of the payment on the part of the Sponsor, agrees to perform the engineering services enumerated as follows:

The Consultant will perform a topographical survey as required for project design and produce engineer's design report, construction plans, construction documents/technical specifications, tabulation of construction quantities and engineer's opinion of probable construction costs.

The Consultant will assist the Sponsor with the preparation of any addenda during the bidding process and will conduct the prebid meeting.

All services will be performed in accordance with all applicable federal, state and local laws, ordinances, regulations and codes, current Minimum Standards for Property Boundary Surveys as established by the Department of Natural Resources, Division of Geology and Land Survey of the State of Missouri, together with good engineering practice and applicable FAA advisory circulars (AC's), standards, guidance and/or agency orders and MoDOT requirements and changes/revisions current at the time of execution of this Agreement including but not limited to those listed on attached EXHIBIT IIA.

The improvements that are being designed on the project shall be consistent with a current and approved Airport Layout Plan.

The Consultant shall not proceed with services herein until a notice-to-proceed is received from the Sponsor unless otherwise requested by the Sponsor.

The following is a detailed description of the specific services that are required by this Agreement.

BASIC SERVICES

1. Preliminary
 - a. Perform site inspections and attend scoping meeting with Sponsor for project formulation.
 - b. Develop preliminary engineer's opinion of probable construction cost and project budget.

2. Design Phase

- a. Prepare preliminary design report (bound) bearing both the engineer's and architect's seals. As a minimum, the design report will include:
 - a narrative regarding the airport improvements in this project.
 - a site plan, preliminary floor plan and elevation of the proposed terminal building.
 - pavement design calculations and proposed typical sections for the apron expansion and auto parking.
 - a list of any proposed modifications to design/construction standards and other FAA and MoDOT standards along with the reason(s) and justifications for the modifications.
 - an engineer's opinion of probable construction cost.
 - summary of recommendations.
- b. Prepare construction plans and contract documents/technical specifications in accordance with current MoDOT and FAA standards, and other criteria.

1) Prepare construction plans:

The construction plans will be incorporated into the Contract Documents/Technical Specifications and delineate the improvements in the project. The construction plans will generally include the following:

- Title sheet with project name/description, location map, index of sheets and runway data table.
 - General airport layout plan with safety/construction phasing plan.
 - General notes and summary of quantities (separate MoDOT and FAA specification items).
 - Demolition and clearing/grubbing plan.
 - Typical pavement sections.
 - Apron pavement plan sheets.
 - Auto parking area plan sheets.
 - Complete architectural plans for the terminal building using the standards and details typically acceptable for architecture projects for similar projects.
 - Miscellaneous ancillary details.
- 2) Prepare Contract Documents/Technical Specifications using job special provisions for the terminal building in a format commonly used for similar projects by the architectural community.

- 3) Revise plan quantities and preliminary opinion of probable construction cost and project budget.
- 4) Submit Construction Plans, Contract Documents/Technical Specifications, engineer's opinion of probable construction costs and project budget to the Sponsor and MoDOT for review and comments. The Sponsor will be provided with two (2) copies and MoDOT one (1) copy.
- 5) Finalize Construction Plans and Contract Documents/Technical Specifications with consideration of preliminary review comments from the Sponsor and MoDOT.
- 6) Submit a final Design Report (1 copy), final sealed set of Construction Plans and Contract Documents/Technical Specifications (2 copies), Engineer's Opinion of Probable Construction Cost and Project Budget to the Sponsor and MoDOT.

3. Bidding Phase

- a. Assist the Sponsor with advertisement for bids and send "Notice to Bidders" to prospective contractors. (Sponsor shall place advertisements in appropriate media.)
- b. Print and distribute Construction Plans and Contract Documents/Technical Specifications to plan holding houses and prospective Bidders.
- c. Answer questions, clarify points, and issue addenda as necessary pertaining to the Construction Plans and Contract Documents/Technical Specifications during the bidding phase.
- d. Attend and conduct the pre-bid meeting and record minutes.
- e. Attend and conduct the bid opening, tabulate and analyze bid results, review contractor's qualifications, and make recommendation of contract award to Sponsor.

CONSTRUCTION SERVICES

These services can be added by Supplemental Agreement per Section (17) of this Agreement.

SPECIAL SERVICES

No special services are authorized under this agreement.

EXHIBIT IIA

FAA Advisory Circulars, Standards, Guidance and Commission Standards Revision 01/01/11

Sponsor is responsible to check the FAA website for the most current Advisory Circulars, AIP sponsor guides, and engineering briefs at the time of execution of the project consultant agreement. They are available on the FAA Central Region website at: http://www.faa.gov/airports/resources/advisory_circulars/.

NUMBER	TITLE
70/7460-1K Change 1	Obstruction Marking and Lighting
150/5050-8	Environmental Management Systems for Airport Sponsor's
150/5070-6B Change 1	Airport Master Plans
150/5100-14D	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-15A	Civil Rights Requirements for the Airport Improvement Program
150/5100-17 Changes 1-6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5190-6	Exclusive Rights at Federally-Obligated Airports
150/5200-28D	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C	Airport Winter Safety and Operations
150/5200-32A	Reporting Wildlife Aircraft Strikes
150/5200-33B	Hazardous Wildlife Attractants on or Near Airports
150/5200-34A	Construction or Establishment of Landfills Near Public Airports
150/5200-36	Qualifications for Wildlife Biologist Conducting Wildlife Hazard Assessments and Training Curriculum for Airport Personnel Involved in Controlling Wildlife Hazards on Airports
150/5200-37	Introduction to Safety Management Systems (SMS) for Airport Operators
150/5210-5D	Painting, Marking and Lighting of Vehicles Used on an Airport
150/5210-20 Change 1	Ground Vehicle Operations on Airports
150/5210-24	Airport Foreign Object Debris (FOD) Management

150/5220-10D	Guide Specification for Aircraft Rescue and Fire Fighting Vehicles
150/5220-16C	Automated Weather Observing Systems (AWOS) for Non Federal Applications
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20 Change 1	Airport Snow and Ice Control Equipment
150/5220-23	Frangible Connections
150/5230-4A	Aircraft Fuel Storage, Handling, and Dispensing on Airports
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements or Changes
150/5300-9B	Predesign, Prebid and Preconstruction Conferences for Airport Grant Projects
150/5300-13 Changes 1-15	Airport Design
150/5300-14B	Design of Aircraft Deicing Facilities
150/5300-15A	Use of Value Engineering for Engineering Design of Airport Grant Projects
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17B	General Guidance and Specifications for Aeronautical Survey Airport Imagery Acquisition and Submission to the National Geodetic Survey
150/5300-18B	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5C Change 1	Surface Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-17	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5A	Standardized Method of Reporting Airport Pavement Strength-PCN
150/5340-1K	Standards for Airport Markings
150/5340-5C	Segmented Circle Airport Marker System

150/5340-18F	Standards for Airport Sign Systems
150/5340-26B	Maintenance of Airport Visual Aid Facilities
150/5340-30E	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821 Panels for Control to Airport Lighting
150/5345-5B	Specifications for Airport Lighting Circuit Selector Switch
150/5345-7E	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10G	Specification for Constant Current Regulators Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacon
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	Specification for L-823, Plug and Receptacle, Cable Connectors
150/5345-27D	Specification for Wind Cone Assemblies
150/5345-28F	Precision Approach Path Indicator Systems (PAPI)
150/5345-39C	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42F	Specification for Airport Light Bases, Transformer Housings, Junction Boxes and Accessories
150/5345-43F	Specification for Obstruction Lighting Equipment
150/5345-44J	Specification for Taxiway and Runway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46D	Specification for Runway and Taxiway Light Fixtures
150/5345-47B	Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flasher Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVSI)
150/5345-53C & Addendum	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Lighted Visual Aid to Indicate Temporary Runway Closure

150/5345-56A	Specification for L-890, Airport Lighting Control and Monitoring System
150/5360-9	Planning and Design of Airport Terminal Facilities at Non-Hub Locations
150/5360-12E	Airport Signing & Graphics
150/5360-13	Planning and Design Guidance for Airport Terminal Facilities
150/5360-14	Access to Airports by Individuals with Disabilities
150/5370-2E	Operational Safety on Airports During Construction
150/5370-6D	Construction Progress and Inspection Report--Airport Improvement Program
150/5370-10E	Standards for Specifying Construction of Airports
150/5370-11A	Use of Nondestructive Testing Devices in the Evaluation of Airport Pavements
150/5370-12A	Quality Control of Construction for Airport Grant Projects
150/5370-13A	Offpeak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-14A	Hot Mix Asphalt Paving Handbook
150/5370-15A	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5380-6B	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7A	Airport Pavement Management Program
150/5380-8A	Handbook for Identification of Alkali-Silica Reactivity in Airport Pavements
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2B	Heliport Design
FAA	910 - Predesign Conference
FAA	920 -- Engineer's Report (& Pavement Design)
FAA	940 -- Regional Approved Modifications to AC 150/5370-10
FAA	950 -- Sponsor Modifications to FAA Standards
FAA	960 - Safety Plan
FAA	1040 -- Preconstruction Conference
FAA	1060 - Labor Provisions
FAA	1100 -- Runway Commissioning
FAA	1310 -- Environmental Site Assessment

FAA	1750 - Pavement Maintenance
FAA	Engineering Briefs
MoDOT	MoDOT DBE Program

The MoDOT DBE Program is available on the MoDOT website at the following address:
http://www.modot.mo.gov/business/contractor_resources/externalcivilrights.htm.

EXHIBIT III

SERVICES PROVIDED BY THE SPONSOR

The Sponsor, as a part of this Agreement, shall provide the following:

1. Assist the Consultant in arranging to enter upon public and private property as required for the Consultant to perform his services.
2. Obtain approvals and permits from all governmental entities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.
3. Prompt written notice to the Consultant whenever the Sponsor observes or knows of any development that affects the scope or timing of the Consultant's services.
4. One (1) copy of existing plans, standard drawings, bid item numbers, reports or other data the Sponsor may have on file with regard to this project.
5. All payments to landowners or tenants associated with the acquisition of the required property rights prior to or concurrent with closing.
6. All staff, procedures and activities related to acquiring the property , including but not limited to appraisals, reviews, negotiations, relocation assistance and eminent domain.
7. Pay all publishing cost for advertisements of notices, public hearings, request for proposals and other similar items. The Sponsor shall pay for all permits and licenses that may be required by local, state or federal authorities, and shall secure the necessary land easements and/or rights-of-way required for the project.
8. Issue Notice to Airmen (NOTAM's) through the applicable FAA Flight Service Station.
9. Disadvantaged business enterprise (DBE) goals for the project based upon proposed bid items, quantities and opinions of construction costs.
10. Guidance for assembling bid package to meet Sponsor's bid letting requirements.
11. Designate contact person (see paragraph 22-A).
12. Pay costs for title searches.

EXHIBIT IV**DERIVATION OF CONSULTANT PROJECT COSTS****SIKESTON MEMORIAL MUNICIPAL AIRPORT
SIKESTON, MISSOURI
NEW TERMINAL BUILDING****MoDOT-Aviation Project 14-077B-1****BASIC AND SPECIAL SERVICES****January 7, 2013****1 DIRECT WATERS ENGINEERING SALARY COSTS:**

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
Principal Engineer	64	\$50.00	\$3,200.00
Senior Engineer	40	48.00	1,920.00
Senior Technician	0	22.00	0.00
CAD Technician	80	15.00	1,200.00
Junior Technician	0	14.00	0.00
Land Surveyor	24	20.00	480.00
Survey Technician	24	15.00	360.00
	232		
Total Direct Salary Costs			Subtotal = \$7,160.00

2 LABOR AND GENERAL ADMINISTRATIVE OVERHEAD FOR WATERS ENGINEERING:

Percentage of Direct Salary Costs @ 211.33 % = \$15,131.23

3 SUBTOTAL FOR DIRECT SALARY AND OVERHEAD BY WATERS ENGINEERING:

Items 1 and 2 = \$22,291.23

4 PROFIT TO WATERS ENGINEERING:

15 % of Item 3 Subtotal = \$3,343.68

Subtotal \$25,634.91

5 OUT-OF-POCKET EXPENSES OF WATERS ENGINEERING:

a. Mileage 50 Miles @ \$0.50 / Mile = \$25.00
b. Materials and Supplies = \$27.54

Waters Total Out-of-Pocket Expenses Subtotal = \$52.54

6 SUBCONTRACT COSTS:

c. Geotechnical Borings and Report (DBE - Maag Geotech.) = \$6,000.00
b. Ireland Architecture Sub-contract, See Exhibits IV-A & V-A = \$42,812.55

Subtotal = \$48,812.55

7 MAXIMUM TOTAL FEE:

Items 1, 2, 3, 4, 5 and 6

Grand Total = \$74,500.00 Not to Exceed

EXHIBIT V

**SIKESTON MEMORIAL MUNICIPAL AIRPORT
SIKESTON, MISSOURI
NEW TERMINAL BUILDING
BASIC AND SPECIAL SERVICES BY WATERS ENGINEERING
MoDOT-Aviation Project 14-077B-1
January 7, 2013**

Employee Classification:	Principal Engineer	Senior Engineer	Senior Technician	CAD Technician	Junior Technician	Land Surveyor	Survey Technician
Direct Hourly Pay Rate:	\$50.00	\$48.00	\$22.00	\$15.00	\$14.00	\$20.00	\$15.00
A. BASIC SERVICES							
1. Preliminary Design Phase: Total Direct Labor for Phase = \$ 3,160.00	40 Hrs \$ 2,000.00	0 Hrs \$ -	0 Hrs \$ -	40 Hrs \$ 600.00	0 Hrs \$ -	16 Hrs \$ 320.00	16 Hrs \$ 240.00
2. Final Design Phase: Total Direct Labor for Phase = \$ 3,600.00	16 Hrs \$ 800.00	40 Hrs \$ 1,920.00	0 Hrs \$ -	40 Hrs \$ 600.00	0 Hrs \$ -	8 Hrs \$ 160.00	8 Hrs \$ 120.00
3. Bidding Phase: Total Direct Labor for Phase = \$ 400.00	8 Hrs \$ 400.00	0 Hrs \$ -	0 Hrs \$ -	0 Hrs \$ -	0 Hrs \$ -	0 Hrs \$ -	0 Hrs \$ -
Part A Subtotal = \$7,160.00							
B. SPECIAL SERVICES							
1. Special Services by Waters: NONE Direct Labor for Special Services = \$ -	0 Hrs \$ -	0 Hrs \$ -	0 Hrs \$ -	0 Hrs \$ -	0 Hrs \$ -	0 Hrs \$ -	0 Hrs \$ -
Direct Labor Totals for Waters = \$7,160.00	64 Hrs \$ 3,200.00	40 Hrs \$ 1,920.00	0 Hrs \$ -	80 Hrs \$ 1,200.00	0 Hrs \$ -	24 Hrs \$ 480.00	24 Hrs \$ 360.00
SUBCONTRACTED SPECIAL SERVICES							
2. Geotechnical Subcontract: \$ 6,000.00							
3. Architectural Subcontract: \$ 42,812.55							
Total Subcontracted Services = \$ 48,812.55							
Part B Subtotal = \$ 48,812.55							

EXHIBIT IV- A

DERIVATION OF CONSULTANT PROJECT COSTS

**Sikeston Airport
Sikeston, Missouri**

BASIC AND SPECIAL SERVICES

December 18, 2013

1 DIRECT SALARY COSTS:

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
Partner	0	\$0.00	\$0.00
Architect	137	40.87	5,599.19
Project Manager	175	19.23	3,365.25
Design Engineer	0	0.00	0.00
Structural Engineer	0	0.00	0.00
Electrical Engineer	0	0.00	0.00
Technician	0	0.00	0.00
Draftsperson	0	0.00	0.00
Geologist	0	0.00	0.00
Secretary	0	0.00	0.00

Total Direct Salary Costs = \$8,964.44

2 LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @ 181.97 % = \$16,312.59

3 SUBTOTAL:

Items 1 and 2 = \$25,277.03

4 PROFIT:

15 % of Item 3 Subtotal = \$3,791.55

Subtotal \$29,068.59 Lump Sum Fee

5 OUT-OF-POCKET EXPENSES:

a. Mileage	2043 Miles @	\$0.56 / Mile =	\$1,143.97
b. Meals	0 Days @	\$0.00 / Day =	\$0.00
c. Motel	0 Nights @	\$0.00 / Night =	\$0.00
d. Computer	0 Hours @	\$0.00 / Hour =	\$0.00
e. Materials and Supplies		=	\$0.00

Total Out-of-Pocket Expenses = \$1,143.97 Not to Exceed

6 SUBCONTRACT COSTS:

a. Miller Engineering: Structural Engineering	=	\$4,000.00
b. Malone, Finkle, Eckhardt & Collins: MEP Engineering	=	\$8,600.00
c. Name of firm: type of work	=	\$0.00
	=	\$12,600.00 Not to exceed

7 MAXIMUM TOTAL FEE:

Items 1, 2, 3, 4, 5 and 6 = \$42,812.55

Sikeston, Hangar
Sikeston, MO

Preliminary - Bidding Phase

December 16, 2013

Exhibit V - A

Classification: Gross Hourly Rate:	Principal \$132.53	Project Manager \$62.35	Project Manager Level II \$0.00	Design Engineer \$0.00	Structural Engineer \$0.00	Electrical Engineer \$0.00	Technician \$0.00	Drafter \$0.00	Geologist \$0.00	Secretary \$0.00	Other Costs
A. BASIC SERVICES											
1. Preliminary Phase: Total = \$10,849.24	75 \$9,939.75	10 \$623.50		# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	\$285.99
2. Design Phase: Total = \$31,323.43	60 \$7,951.80	150 \$9,915.65		# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	\$13,457.88
3. Bidding Phase: Total = \$639.15	2 \$265.05	0 \$374.10		# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	0
4. Construction Administration Phase: Total = \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00		# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	\$0.00
PART A SUBTOTAL =	\$42,311.82										
B. SPECIAL SERVICES											
1. Property Survey: Total = \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00		# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	(1,2,3,4) \$0.00
2. Design Survey: Total = \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00		# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	(1,2,3,4) \$0.00
3. Update ALP: Total = \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00		# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	(1,2,3,4) \$0.00
4. Land Acquisition Assistance: Total = \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00		# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	(1,2,3,4) \$0.00
5. Geotechnical: Total = \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00		# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	(1,2,3,4) \$0.00
PART B SUBTOTAL =	\$0.00										
GRAND TOTAL =	\$42,311.82										

Exhibit V - 1

(5) Other (Consultant)

(3) Computer Services
(4) Vendor Services

(1) Mileage, Motel and Meals
(2) Equipment, Materials and Supplies

Overhead Rate	Employee Classification	Architect	Project Manager	Design Engineer	Structural Engineer	Electrical Engineer	Technician	Drafter	Geologist	Secretary
161.07	Hourly Rate	40.67	10.23	\$	\$	\$	\$	\$	\$	\$
	Total Hours Per Classification	137	175	0	0	0	0	0	0	0

EXHIBIT VI

PERFORMANCE SCHEDULE

The Consultant agrees to proceed with services immediately upon receipt of written Notice to Proceed (NTP) by the Sponsor and to employ such personnel as required to complete the scope of services in accordance with the following time schedule:

BASIC SERVICES

- | | | |
|----|--|--|
| A. | Preliminary Phase | As Required |
| B. | Design Phase | |
| 1. | Submittal of Preliminary Design Report | (120) calendar days after receipt of NTP. |
| 2. | Plans & Specifications | |
| a. | Submittal of 100% Plans and Contract Documents/Specifications for review | (120) calendar days after receipt of NTP. |
| b. | Submittal of Final Design Report and Plans and Contract Documents/Specifications for bidding | (60) calendar days after receipt of review comments |
| C. | Bidding Phase | As Required |

CONSTRUCTION SERVICES

- | | | |
|----|-----------------------|---------------------------------|
| 1. | Construction Services | As Required and Amended hereto. |
|----|-----------------------|---------------------------------|

Contractor Cost Certification

Certification of Final Indirect Costs

Firm Name: Stephanie D. Ireland, Inc. d/b/a Ireland ArchitectsIndirect Cost Rate Proposal (overhead rate %): 181.97%Date of Proposal Preparation (mm/dd/yyyy): 12-18-13Fiscal Period Covered (mm/dd/yyyy) to mm/dd/yyyy): 01/01/2012 to 12/31/2012

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

All known material transactions or events that have occurred affecting the firm's ownership organization and indirect cost rates have been disclosed.

Signature: Stephanie D. IrelandName of Certifying Official (Print): STEPHANIE D. IRELANDTitle: PRESIDENTDate of Certification (mm/dd/yyyy): 12-18-13



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THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION
MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and Stephanie D. Ireland, Inc. (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

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

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

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



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by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

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

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

B. RESPONSIBILITIES OF DHS

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

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

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

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

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

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

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and



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Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

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

C. RESPONSIBILITIES OF THE EMPLOYER

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

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

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

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

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

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

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

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo



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and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

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

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

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



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uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

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

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



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Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

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

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

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

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

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States,



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whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

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

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

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with



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

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

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it



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determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

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

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

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

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

7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.



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ARTICLE IV

SERVICE PROVISIONS

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

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

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

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



Company ID Number: 515031

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

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

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

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

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



Company ID Number: 515031

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Stephanie D. Ireland, Inc.	
Kim Thomas	
Name (Please Type or Print)	Title
Electronically Signed	03/05/2012
Signature	Date
Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	03/05/2012
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	Stephanie D. Ireland, Inc.
Company Facility Address:	1908 E. Sunshine
	Springfield, MO 65804
Company Alternate Address:	
County or Parish:	GREENE
Employer Identification Number:	431703871



Company ID Number: 515031

North American Industry Classification Systems Code:	541
Administrator:	
Number of Employees:	5 to 9
Number of Sites Verified for:	1
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:	
• MISSOURI 1 site(s)	

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

Name:	Kim Thomas	
Telephone Number:	(417) 881 - 3409 ext. 105	Fax Number:
E-mail Address:	KimT@IrelandArchitects.com	



January 7, 2014

Mr. John Chittenden
Waters Engineering
908 S. Kingshighway
Sikeston, MO 63801

Re: Sikeston Airport Terminal
#14-077B-1
Sikeston, Missouri

Dear Mr. Chittenden:

MAAG GEOTECHNICAL SERVICES, INC. is pleased to submit this proposal to explore the subsurface conditions for the proposed airport terminal. The purpose of our work will be to obtain subsurface information and to provide grading and foundation recommendations for 2,500 square foot, slab-on-grade building. Our firm is registered as a Disadvantaged Business Enterprise (DBE) with the Missouri Department of Transportation (MoDOT) and our team is experienced in performing exploration and material testing in the Sikeston area.

We propose to drill two (2) test holes on this site. The test holes will be advanced using a 4-inch-diameter, continuous-flight, auger mounted on a standard drill rig. Standard penetration tests will be run at 2.5-ft intervals in the upper 10 ft of drilling and at 5-ft intervals for the remaining depth of the test holes. Representative split spoon and bucket specimens of the soils will be obtained at relatively small vertical intervals for routine identification and possible laboratory testing. The test holes will be terminated at a depth of 20 ft or on auger refusal on bedrock or boulders. Water levels in each test hole will be measured before the test holes are backfilled.

Laboratory work will include a visual classification and standard testing of the soils encountered. If plastic clays are found, we will run Atterberg limits on selected samples to determine their plasticity characteristics, which are an indication of the soil's potential to undergo volume changes with fluctuations in moisture content. We can also provide Proctor compaction density tests as needed and advanced settlement testing; however, the time frame of the final report preparation would increase due to the requirements of the ASTM procedures and an additional fee above and beyond that discussed in the following paragraph would be required. The determination of toxic contaminants is not included.

We will hire a drilling contractor to drill the test holes as outlined above. We will perform the laboratory work indicated and submit a formal report containing a site plat, boring logs, the results of all laboratory testing and specific recommendations for the grading and foundation for this project. The total cost of providing this service will be \$6,000.00. This includes the drilling costs. The drilling subcontractor cost is \$2,360.00 or 39% of the total cost of the proposal. The above figure assumes that the site is accessible to conventional truck-mounted drilling equipment. If a highlift is required to provide access to the site for the drilling rig, the expense will be passed on to you at cost after receiving authority to proceed.

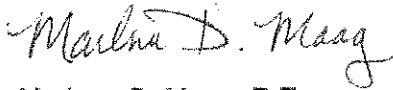
John Chittenden, Waters Engineering
Sikeston Airport Term #14-077B-1
January 7, 2014
Page 2

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. All prices/rates quoted are subject to change at the beginning of each calendar year.

We are in a position to give this work our immediate attention, weather and site conditions permitting. If you find this proposal acceptable, please complete, sign, and return the enclosed Proposal Acceptance Sheet for our files. If you have any questions regarding the scope of the work outlined, please do not hesitate to contact us.

Very truly yours,

MAAG GEOTECHNICAL SERVICES, INC.



Marlene D. Maag, P.E.

MDM:jmk
Sikeston Airport Term #14-077B-1 Subsurf Pro

Enclosure - Proposal Acceptance Sheet
Email: jchittende@waterseng.com

Memorandum

To: Mayor & City Council Members
From: Jonathan "J.D." Douglass, City Manager
Date: 1/29/2014
Re: City Manager's Report for 02/03/14 Council Meeting

Council Meeting Email Notifications Added

As part of the city's commitment to open and transparent government, staff has begun sending a special edition of the *Sikeston Scanner* email newsletter prior to each City Council meeting, containing the date and time of the meeting and a brief description of the agenda items to be discussed. This email notice is in addition to the meeting notice procedures required by state law. People can sign up to receive the Sikeston Scanner emails at http://www.sikeston.org/newsletter_new.html.

MUNICIPAL DIVISION REPORTING FORM

I. COURT INFORMATION			
Reporting Month/Year [December, 2013]			
Prepared by [PAT COX]	Telephone Number ([573])	[475-3705]
Municipality [SIKESTON]	County [SCOTT COUNTY]	Circuit [33RD]
Court Location Code [MU5B]	Number of Court Staff [3.00]
II. MONTHLY CASELOAD INFORMATION			
	A/D Traffic	Other	Non-Traffic
A. Cases pending - 1st Month	[111]	[1,202]	[2,987]
B. Cases filed	[4]	[74]	[116]
C. Cases Disposed			
1. Jury Trial	[0]	[0]	[0]
2. Court/Bench Trial -Guilty	[0]	[0]	[0]
3. Court/Bench Trial -Not Guilty	[0]	[0]	[0]
4. Plea of Guilty in Court	[0]	[2]	[6]
5. BF and Viol. Bureau Citations	[2]	[55]	[71]
6. Dismissed by Court	[0]	[3]	[10]
7. Nolle Prosequi	[0]	[1]	[4]
8. Certified for Jury Trial	[0]	[0]	[0]
9. TOTAL CASE DISPOSITIONS	[2]	[61]	[91]
D. Cases pending - End of Month	[113]	[1,215]	[3,012]
E. Trial de Novo - Appeal filed	[0]	[0]	[0]
III. WARRANT INFORMATION		IV. PARKING TICKETS	
1. Total Issued	[48]	Issued [2]
2. Total Outstanding EOM	[406]	[] No parking tickets	
V. NET REVENUE COLLECTED			
Fines	[\$ 10,987.97]	Revenue Parking	[\$ 0.00]
Clerk/Court Fee (Costs)	[\$ 1,498.52]	Bond Forf	[\$ 250.00]
Peace Officer (POST)	[\$ 313.13]	TOTAL REVENUE	[\$ 18,722.26]
Crime Victims Comp (CVC)	[\$ 782.61]		
Law Enf Training (LET)	[\$ 0.00]	VI. OTHER COLLECTIONS	
Domestic Viol Shelter	[\$ 208.73]		
Inmate Sec Fund	[\$ 208.07]	Jud Ed Fund	[\$ 0.00]
Restitution	[\$ 4,473.23]	[X] No JEF collection	
Other: _____	[\$ 0.00]		
Revised Jan 2005			



CVB Operations Report For Period October 1-December 31, 2013

A. FY-14 Marketing Program.

1. Group Tour Marketing Operations – all tours completed; one return tour booked for October 2014.
2. Sikeston Travelgram, E-Newsletter Results:

Date Issued	No. Sent	Opens	Clicks
07/15/13	11,825	1,575 (13.9%)	66 (4.2%)
07/31/13	491	207 (43.7%)	1 (5.9%)
08/05/13	105	18 (18.0%)	0
08/08/13	284	74 (26.9%)	3 (4.1%)
08/20/13	359	70 (20.5%)	3 (4.1%)
08/27/13	195	24 (13.0%)	0
09/17/13	12,401	1,470 (12.4%)	28 (1.9%)
09/27/13	616	214 (36.4%)	29 (13.6%)
10/07/13	98	17 (18.5%)	0
10/18/13	75	14 (18.9%)	2 (14.3%)
11/04/13	1,474	185 (13.2%)	3 (1.6%)
Campaign YTD Totals	27,923	3,858 (13.8%)	135 (3.5%)

Opens – Email received and viewed.

Clicks – Contacts who clicked on a link within newsletter to obtain additional information

3. Search Engine Marketing Program Results, October-December 2013:

Campaign AdWords	Click-thru Rate			Impressions		
	Oct.	Nov.	Dec.	Oct.	Nov.	Dec.
Attractions	9.17%	6.07%	4.52%	2,542	1,566	4,156
Shopping	6.03%	6.88%	6.51%	2,206	1,932	3,087
Events	10.89%	9.14%	6.56%	542	391	854
Visit Sikeston	6.96%	6.05%	3.45%	1,594	1,637	494
Dining	4.20%	4.16%	4.28%	5,833	4,204	6,794
Parks & Rec	3.17%	3.21%	2.35%	378	156	170
Wine Country	3.23%	3.39%	4.15%	899	118	193
Fishing	3.68%	2.78%	3.12%	44	36	32
Totals	4.15%	3.86%	3.95%	40,367	30,341	25,445

Click-through-Rate: Measures the success of campaign. It indicates the portion of visitors who clicked on another link or redirected to another page or website where they can learn more information. A 2% click-through-rate is considered successful. Impressions: The number of times a page is displayed, whether clicked on or not.

4. FY-14 Advertising, update:

Lead Analysis – Fall 2013 Campaign				
Publication	Leads Y-T-D	% In-State	% in Target Market	CPI
Madden Fall Insert	4,458	15%	66%	\$.59
Midwest Traveler, Fall	202	82%	100%	\$11.93

Overview - Spring 2014 Campaign		
Publication	Drop Date	Market/Circulation
St. Louis Magazine, March*	February 25, 2014 Spring Travel Guide	St. Louis Metro, 50,000
Midwest Traveler, Spring	February 2014	MO, IL, IN, 560,000
Madden Vacationfun.com Sweepstakes*	February 2014	Internet
Travelerfun.com, Spring	March 4, 2014	Great Plains, Great Lakes & South Central, 1.2 Million
Madden Spring Insert	April 6, 2014	Midwest, 1.2 Million
St. Louis Magazine, June*	May 27, 2014 Summer Getaways Edition	St. Louis Metro, 50,000

*The FY-14 Cooperative Marketing Agreement has been amended to include these advertisements. Funding became available when Birk Design went out of business.

5. Fulfillment:

- Reprint, Historic Homes Brochure completed and distributed
- Visitors Guide completed and distributed
- 2014 Calendar of Events, 2nd proof completed
- 2014 I-Brochure, 2nd proof completed
- 2014 I-Brochure Mobile Application, to be completed once I-brochure is approved by MO Division of Tourism

B. FY-15 Marketing Program:

- Cooperative Marketing Fund Program has been eliminated with annual Scott County Funding level of \$25,000.
- Promote Missouri Fund Program effective July 1, 2014.
- Funds available to Scott County, \$8,000 with opportunities for advertising on State contract at reduced rates, and one-time grant program for product enhancement (such as web-site enhancement).
- State will release program guidelines, reduced-rate advertising vendors, and guidelines for one-time grant program on or about February 4, 2014.

CITY OF SKESTON
Public Works / Street Division

Man hour report

Date: 12/30/2013

Through: 1/24/2014

1/24/2014

	Job Description	Prior Year	Prior Month	Current Monthly	Year to Date	Overtime
	Street Repairs					
101	Asphalt Street Repair	40.5	44	19	19	1
102	Concrete Street Repair	0	0	0	0	0
103	Boxblading Street	0	0	0	0	0
104	Sidewalk Replacement	0	0	0	0	0
105	Boxblading Street	0	0	0	0	0
106	Pavement Markings	0	0	0	0	0
107	Alley Maintenance/Trim	0	0	4	4	0
108	Hauling & Placing Chat	0	0	0	0	0
109	Sign Maintenance	118	42	115	115	0
110	Downtown Maintenance	14	0	0	0	0
111	Right of Way Mowing	0	0	0	0	0
	Storm water Management					
112	Snow Removal	144	186.5	49	49	32
113	Leaf Machine	0	486	32	32	0
114	Ditch-basin Mowing/Inspection	2	0	80	80	0
115	Storm Sewer Maintenance	17	8	81.5	81.5	0
116	GIS mapping	55	0	0	0	0
117	Line & Inlet Repair	18	24	76	76	0
118	Grate Cleaning	154	91.5	119.5	119.5	0
119	Street Sweeping	0	32	79	79	0
120	Special Projects(CommunityCleanUp)	0	52	0	0	0
121	Compost Operation	23.5	8	59	59	5
	Projects for other Departments					
122	a. Parks	2	0	0	0	0
123	b. Garage	234	0	0	0	0
124	c. Planning	0	3	0	0	0
125	d. Animal Shelter	0	0	0	0	0
126	e. Airport	8	0	14	14	0
127	f. Public Safety	4	0	0	0	0
128	g. City Hall	175	0	6	6	0
129	Building Maintenance	7	16	54	54	0
130	Grave Digging	0	0	0	0	0
131	Mow Lots	0	0	0	0	0
132	Mosquito Control	0	0	0	0	0
133	Tree & Stump Removal	0	0	0	0	0
134	Miscellaneous	14	138.5	158	158	0
135	community service	35	196	160	160	0

Total Manhours	<u>1106</u>	Manhours Available	<u>1391</u>	Total Overtime	<u>38</u>
Sick	<u>64</u>	Vacation	<u>32</u>	Personal	<u>5</u>
Suspension	<u>56</u>	Work Comp	<u>0</u>	Funeral	<u>24</u>
Holiday	<u>104</u>				

PUBLIC WORKS PARKS DIVISION

Manhour Report

2014 January

Date: 12/30/13 **through** 01/28/14

	Job Description	Prior Year	Prior Month	Current Monthly	Year to Date
Ground Maintenance	Mowing	0	0	0	0
	Weed Cutting/ Poisoning	0	0	0	0
	Trash Pick-up	35	24	62	62
	Hauling / Leveling Dirt	0	12	0	0
	Sowing Grass	0	0	0	0
	Parking Lots, Walking Trail & Tracks	0	34	15	15
	Fence Repair	0	0	0	0
	Ballfield Maintenance	6	12	8	8
	Bleachers	265	44	58	58
	Cemetary	0	9	16	16
	Shop	57	79	136.5	136.5
Tree & Shrub Maintenance	Trimming Trees/Bushes	215	0	0	0
	Transplanting Trees/Bushes	0	0	0	0
	Insect Disease Control	0	0	0	0
	Watering Trees/Bushes	0	0	0	0
	Tree & Stump Removal	34	0	16	16
	Playground Equipment Maintenance	0	0	0	0
	Building & Shelter Maintenance	14	149	84	84
	MS4	0	6	0	0
	Street Maintenance	88	28	0	0
	Personal Hrs.	0	27	0	0
	Sick Hrs.	0	74	48	48
	Vacation Hrs.	0	16	0.5	0.5
	Miscellaneous	27	35	68	68
	Clinton Building Regular Hours	48	69	74	74
	Clinton Building Overtime Hours	0	0	0	0
	Other Overtime	28		7	7
Total Manhours				593	

February 2014

Monthly Planner

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16	17 Presidents Day - City Offices Closed	18 LCRA Meets 11:30 a.m.	19	20 Strategic Plan Implementation Commission Meets 11:30 a.m.	21	22																																																																																											
23	24 Board of Adjustments Meets 4:00 p.m. Special Council Meeting 11:30 a.m.	25 Tourism Advisory Board Meets 4:00 p.m.	26	27	28 Youth in Government Day 9:45 a.m. (City Hall)																																																																																												

March 2014

Monthly Planner

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9 Daylight Saving Time Starts	10 Housing Authority Board Meets 12:00 p.m. Park Board Meets 5:15 p.m.	11 BMU Board Meets 4:00 p.m. DED Board Meets 11:30 a.m. P&z Meets 4:00 p.m.	12	13	14	15																																																																																				
16	17 LCRA Meets 11:30 a.m. Public Safety Meets 6:00 p.m.	18	19	20 Strategic Plan Implementation Commission Meets 11:30 a.m.	21	22																																																																																				
23	24	25 Tourism Advisory Board Meets 4:00 p.m.	26	27	28	29																																																																																				
30	31 Special Council Meeting 11:30 a.m.																																																																																									

April 2014

Monthly Planner

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday																																																																																											
		1	2	3	4	5																																																																																											
6	7 Library Board Meets 4:30 p.m. Regular Council Meeting 5:00 p.m.	8 BMU Board Meets 4:00 p.m. DED Board Meets 11:30 a.m.	9	10	11	12																																																																																											
13	14 Housing Authority Board Meets 12:00 p.m. Park Board Meets 5:15 p.m.	15	16	17 Strategic Plan Implementation Commission Meets 11:30 a.m.	18 Good Friday - City Offices Open	19																																																																																											
20 Easter Day	21 LCRA Meets 11:30 a.m.	22 Tourism Advisory Board Meets 4:00 p.m.	23	24	25	26																																																																																											
27	28 Special Council Meeting 11:30 a.m.	29	30	<div>Mar 2014</div> <table> <tr><td>S</td><td>M</td><td>T</td><td>W</td><td>T</td><td>F</td><td>S</td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td>1</td></tr> <tr><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td></tr> <tr><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td></tr> <tr><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td></tr> <tr><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td></tr> <tr><td>30</td><td>31</td><td></td><td></td><td></td><td></td><td></td></tr> </table> <div>May 2014</div> <table> <tr><td>S</td><td>M</td><td>T</td><td>W</td><td>T</td><td>F</td><td>S</td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td>1 2 3</td></tr> <tr><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td></tr> <tr><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td></tr> <tr><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td></tr> <tr><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td><td>31</td></tr> </table>			S	M	T	W	T	F	S							1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31						S	M	T	W	T	F	S							1 2 3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
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