



City of Sikeston

TENTATIVE AGENDA

SPECIAL CITY COUNCIL MEETING
SIKESTON CITY HALL

Monday, March 31, 2014
11:30 A.M.

- I. CALL TO ORDER
- II. RECORD OF ATTENDANCE
- III. OPENING PRAYER
- IV. ITEMS OF BUSINESS
 - A. 1st Reading, Bill #5953, Authorization to Replat Lot 2 of Venable's Addition
 - B. Authorization to Issue Request for Proposals for Animal Shelter Services
 - C. Award of Hardware and Software Purchase for CISCO Call Manager Upgrade
 - D. Authorization to Execute Street Crimes Task Force Agreement
 - E. 1st Reading, Bill #5954, Authorizing Execution of an Agreement Between the City and Missouri Highways Transportation Commission for Construction and Funding of New Municipal Airport Terminal Building
 - F. Briefing: Tennis Court Resurfacing
 - G. Briefing: Demolition of Village Green Shopping Center
 - H. Briefing: DPS Parking Lot Lights
 - I. 1st Reading, Bill #5952, Re-adoption of Fair Housing Policy
 - J. Other Items As May Be Determined During the Course of the Meeting
- V. CITY MANAGER'S REPORT
- VI. ADJOURNMENT INTO EXECUTIVE SESSION
 - Property (RSMo 6.10.021(2))
 - Litigation (RSMo 6.10.021(1))
- VII. ADJOURNMENT

Dated this 27th day of March 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.



Council Letter

Date of Meeting: 14-03-31

Originating Department: Public Works Department

To the Mayor and City Council:

Subject: 1st Reading, Bill #5953, Authorization to replat Lot #2 of Venable's Addition

Attachment(s):

1. Bill #5953
2. Plat

Action Options:

1. Briefing only. Council action will be requested on April 7, 2014.
2. Other action Council may deem appropriate

Background:

Staff received a request from Darrall Hirtz of Waters Engineering on behalf of Paul Venable, Jr., to replat Lot #2, of Venable's Addition. The Planning and Zoning committee met March 11, 2014 and passed a favorable recommendation to approve the proposed replat.

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 5953 PROVIDING FOR APPROVAL OF THE REPLAT OF LOT #2 OF VENABLE'S SECOND ADDITION, WHICH GENERALLY LIES ON SMITH AVENUE TO THE CITY OF SIKESTON, SCOTT COUNTY, MISSOURI.

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

SECTION I: This Ordinance shall not be codified in the City Municipal Code.

SECTION II: The Planning and Zoning Commission met on March 11, 2014 and passed a favorable recommendation to approve the subdividing of Lot 2 of Venable's Second Addition which generally lies on Smith Avenue, the plat of which is attached hereto, marked Exhibit "A" and incorporated by reference.

SECTION III: Aforesaid replat is accepted and approved subject to its recording in Scott Count, Missouri and full compliance with the building codes and housing ordinances of the City of Sikeston, Missouri, and in the event the provision of aforesaid codes of this City conflict with said replat, the Code shall be determinative.

SECTION IV: Aforesaid replat is accepted subject to full compliance with the stormwater management plan.

SECTION V: General Repealer Section. Any other ordinance or parts thereof inconsistent herewith, are hereby repealed.

SECTION VI: Severability. Should any part or parts of this ordinance be found or held to be invalid by any court of competent jurisdiction, the remaining part or parts shall be severable and shall continue in full force and effect.

SECTION VII: Record of Passage

A. Bill Number 5953 was introduced and read the first time this 31st day of March, 2014.

B. Bill Number 5953 was read the second time and discussed on this 7th day of April, 2014, and was voted as follows:

Harris _____, Burch _____, Depro _____, Hedrick Absent,

Teachout _____, Gilmore _____, and Pullen _____,

thereby being _____, and becoming ordinance 5953.

C. Ordinance 5953 shall be in full force and effect from and after Thursday, May 8, 2014.

Jerry Pullen, Mayor

Approved as to form
Charles Leible, City Counselor

Seal / Attest:

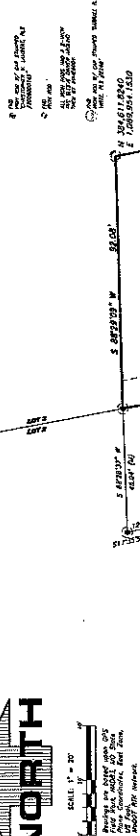
Carroll Couch, City Clerk

"VENABLE'S 2ND ADDITION"

Replat of Lot 2 of Venable's Addition to the City of Sturgeon, Scott County, Missouri



Lillian A. Smith Addition



CERTIFICATION:

I, the undersigned, being a duly qualified and licensed Surveyor in the State of Missouri, do hereby certify that the foregoing plat is a true and correct representation of the survey made by me, and that the same has been recorded in the office of the Recorder of Deeds of Scott County, Missouri, in Book 17 on Page 11.



DEDICATION:

The undersigned, being a duly qualified and licensed Surveyor in the State of Missouri, do hereby certify that the foregoing plat is a true and correct representation of the survey made by me, and that the same has been recorded in the office of the Recorder of Deeds of Scott County, Missouri, in Book 17 on Page 11.

VENABLE REAL ESTATE, LLC
Paul E. Venable, Jr.
Surveyor

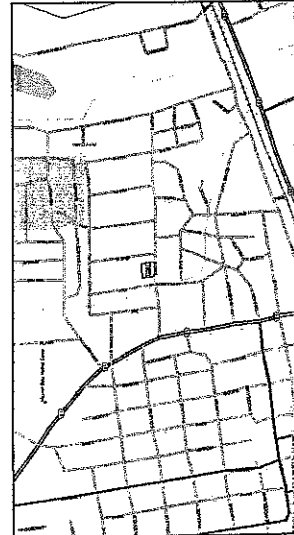
ACKNOWLEDGEMENT:

County of Scott
State of Missouri
On this day of _____, 2011, before me, the undersigned, Paul E. Venable, Jr., a duly qualified and licensed Surveyor in the State of Missouri, known to be the person described in and who executed the foregoing instrument, and who acknowledged that they executed same as their act and deed, and that they intended by the execution thereof to execute the same for the purposes and consideration therein expressed, and that they intended that the same should be subject to the provisions of the laws of the State of Missouri relating to the dedication of land to the public use of the State of Missouri.

Henry Paulie
Commission Expires: _____

ACCEPTANCE:

Accepted and approved by the Recorder of Deeds of the City of Sturgeon, Scott and New Madrid Counties, Missouri, this day of _____, 2011.
Recorder
Approved and accepted by the City Council of Sturgeon, Scott and New Madrid Counties, Missouri, this day of _____, 2011.
By Ordinance No. _____
Mayor
City Clerk



RECORDED:

This plat was recorded this day of _____, 2011, in the office of the Recorder of Deeds of Scott County, Missouri, in Book 17 on Page 11.

NOTES:
Current Property Zoning: _____
Current Plat Book: _____
Based upon the filing of mortgage used.

County of Scott	Recorder, 2011
City of Sturgeon, Scott County, Missouri	By _____
Dedicated Subdivision Plat	2011
WATERS ENGINEERING, INC.	2011
City Engineer and Land Surveyor	2011
500 South Kingshighway	2011
Sturgeon, Missouri 63301	2011
Plat No. 1	2011

Council Letter

Council Letter: 14-03-31

Originating Department: Governmental Services

Subject: Authorization to Issue Request for Proposals for Animal Shelter Services

To the Mayor and City Council:

Attachments:

1. None

Action Options:

1. Approve Extension of the Current Contract Through June 30, 2014; and
2. Authorize Issuance of a Request for Proposal (RFP) for Shelter Services
3. Other action as Council deems appropriate

Background:

Executive Summary

Since its expiration on June 30, 2012, the City's contract with the Sikeston Area Humane Society has received several short term extensions, the most recent of which expires on March 31, 2014.

Outline of Request for Proposals for Shelter Services

The RFP for shelter services would ask for the following to be addressed by prospective vendors:

- Description of services to be provided to the City, and to the general public.
- Days/hours the shelter will be open to the public.
- Location of the shelter.
- Qualifications of key shelter staff members.
- Fees that will be charged for adoptions, intake, impounding, and other services.
- Fees that will be charged for receiving animals from non-Sikeston residents.
- Proposed fees/cost(s) to the City?
- Under what circumstances and according to what timelines will animals euthanized?
- Current and proposed makeup of board of directors.
- What is the vendor's experience operating a shelter or related service?
- Any other information the vendor would like to provide.

The RFP for shelter services would have the following minimum requirements (requirements that are notably different from our current shelter services contract are written in italics):

- Vendor shall provide to the city, on an annual basis, an independent audit at the close of each 12 month accounting cycle.
- Vendor shall not require, nor solicit, donations at the time that Sikeston residents drop off animals at the shelter.
- Vendor shall accept stray, found, or surrendered animals from Sikeston residents at no charge to the residents.
- The vendor's governing board meetings shall be open to city staff and/or city representatives. The city manager and public works director shall be notified of all board meetings at least 24 hours in advance of each meeting.
- At least three (3) vacant indoor pens shall be available to City of Sikeston Animal Control at all times.
- If the City-owned shelter building is the proposed location of the shelter, the vendor shall be responsible for all routine maintenance at the building in exchange for rent-free lease of the property, and City-paid utilities. Routine maintenance shall not include items such as roof replacement, HVAC replacement, and major plumbing repairs.
- The vendor shall maintain at all times at least the following insurance coverage:
 - General Liability \$2,000,000
 - Personal & Advertising Injury \$1,000,000
 - Each Occurrence \$1,000,000
 - Fire Damage \$500,000
 - Medical \$10,000
 - Workers Compensation on all employees
- Vendor and vendor's employees shall comply with all applicable local, State, and federal laws regarding keeping, care, and sheltering of animals.
- Vendor shall report to the City, on a monthly basis, at least the following information: number of animals taken in from Sikeston vs. non-Sikeston residents, number of animals taken in from Sikeston Animal Control, number of adoptions and transfers, number of euthanizations, and current population of the shelter.
- Vendor shall not house animals outdoors (i.e. outdoor runs and pens are only to be used for temporary exercise of the animals).
- If the city owned shelter building is the proposed location of the shelter, dogs and cats are the only animals allowed to be taken in and housed at the shelter, except when other species of animals are brought in by Sikeston Animal Control.
- Vendor shall require volunteers and shelter visitors to sign a liability waiver approved by the City.
- If an animal has been declared dangerous or vicious per City policies, it shall be humanely euthanized after any applicable holding period has expired. The animal may not be held, transferred, adopted, or placed in a foster home after the holding period.
- City of Sikeston Animal Control shall have access to the shelter facilities at all times, including after hours, for the purpose of dropping off impounded animals.
- Vendor shall maintain at all times proper licensing with the State of Missouri.
- Vendor shall house animals picked up by officers or assistants of the Sikeston Animal Control, Code Enforcement, or Department of Public Safety.
- Vendor shall provide humane treatment and care for all animals in their charge to include but not limited to adequate food, shelter and medical care, in accordance with

existing City ordinances and State Statutes, including, but not limited to, the Animal Care Facilities Act.

- Vendor shall house "owner unknown" or seized animals for holding periods as required by City Code. After the holding periods, the animals will become the property of the vendor. However, if the animals are deemed ill or injured beyond recovery at the time of impoundment, or should become so ill, or exhibit a communicable disease before the required holding period, the animal shall be immediately and humanely euthanized.
- At least one (1) pen in a separate area will be set aside and labeled for suspected rabid animals, i.e. "Quarantine". Animals housed in quarantine for suspected rabid will be housed for a ten (10) day holding period. If the animal is deemed too vicious to house for the ten (10) day holding period, it will be euthanized and sent in for rabies testing. If the rabid hold animal is to be reclaimed by the owner, then the owner is responsible for paying the quarantine fee of one hundred dollars (\$100.00). The City shall not owe any additional costs for quarantine services.
- Some animals turned over to the vendor for impoundment may be given inoculations against communicable diseases; the City shall not be charged any additional fees for the inoculations.
- The vendor will keep records showing how many animals it receives from the City, including the dates when each animal was received, the inclusive dates of the five day hold period, the dates when each animal became property of the vendor or was released to the owner, and the number and type of inoculations each animal received.
- The vendor is authorized to charge boarding fees and return-to-owner fees to any owner who reclaims an animal. The vendor will retain custody of the animal until the fees are paid.
- If the animal has been reclaimed, it will be the responsibility of the City to follow-up with the vendor to determine violations of any applicable City Ordinance. The City will receive all monies realized from the fines that have incurred through Ordinance violations.
- The vendor will also receive from the City carcasses of dead animals. The City shall keep a record of the date and location the carcass was found, and description of the animal. At the time the City turns a carcass over to the vendor, the City representative will sign a form which shows the date and time the carcass was received by the vendor.
- Any animal housed at the shelter being held for court or investigative purposes cannot be adopted out, transferred, or euthanized. The above said animal will incur a daily boarding charge of ten (\$10.00) per day, which will be billed to the City monthly, and which daily boarding charge is in addition to the contract fees.
- The vendor reserves, for the mutual benefit of the parties, the right to refuse animals, which in its opinion, are being diverted or redirected from other jurisdictions. The vendor also reserves the right to require that residents who desire or need to have their owned animals euthanized, to obtain such services from a licensed veterinarian at their own expense.
- The vendor agrees to dispose of all animal's carcasses which come into its possession, or which result from euthanasia, in accordance with State Law. The vendor also agrees to receive from residents of Sikeston, animal carcasses for disposal, for a fee to be paid by the resident, at such rates as the vendor may set from time to time.

City's Response to Request for Proposals

It is anticipated that the City of Sikeston Public Works Department will submit a proposal for in-house (i.e. city staffed and controlled) operation of an animal shelter. "Managed competition," where in-house service delivery is compared to external (outsourced) providers, is a common way that governments decide how to provide services.

An evaluation team including the City Manager, City Clerk, and Governmental Services Director will evaluate any proposals submitted by city staff and outside vendors, and make a recommendation to the City Council regarding award of the contract to an outside vendor, or bringing the service in-house. The City Council will make the final decision.

Anticipated Timeline

03/31/14	Council authorizes RFP
04/01/14	City staff distributes RFP
04/18/14	RFP responses due
04/28/14	Council selects vendor
06/30/14	Current contract with Humane Society expires
07/01/14	New contract effective

The Public Works Department will need to begin advertising for a shelter director position prior to the City Council's decision regarding the shelter services vendor, in order to have a director in place in a timely manner if the department is selected to provide the service. If the Public Works Department is not selected, recruiting for that position will cease. Should any vendor other than the Sikeston Area Humane Society be selected, city staff will work closely with the Society during the months of May and June to effect an orderly transition.

Council Letter

Date of Meeting: 14-3-31

Originating Department: Department of Governmental Services

To the Mayor and City Council:

Subject: Bid Award to WorldWide Technology, Inc. (WWT) for installation of Cisco Call Manager Upgrade \$97,680

Attachment(s):
None

Action Options:

1. Award bid to World Wide Technology for the upgrade of CISCO Call Manager

Background:

For FY-14, staff made a budget request of \$85,000 for the upgrade/migration of Cisco Call Manager. Our current phone system hardware, which interfaces with E911 telephone communications, and provides telephone communications for the City's nine facilities is reaching end-of-life support. The provider, Cisco, will not support newer versions of their Unified Communications software in our current configuration.

We must upgrade to Cisco Unified Communications ver. 9.x-10.x this budget year. This project is the first step in preparation for upgrades to our E-911 system slated for next year. Due to the complexity of the project, there are no local vendors qualified to perform the work.

Staff has received submissions of interest from two firms. Only one, World Wide Technology of St. Louis has the credentials and staffing to perform the work. World Wide Technology, a CISCO partner and State contract vendor, has provided a firm quote, providing a 43% discount on all CISCO Global products and a 25% discount on Smartnet annual maintenance. Fees for design, engineering and installation have been negotiated.

At this time we are asking Council to award bid to World Wide Technology, for the purchase of the software upgrade, associated hardware and technical services associated with the installation. Total amount for hardware, software, and installation professional services is \$97,680.

Council Letter

Date of Meeting: 14-03-31

Originating Department: Department of Public Safety

To the Mayor and City Council:

Subject:

Request to participate in the Street Crimes Task Force

Attachments

1. SEMO Street Crime Task Force Memorandum of Understanding

Action Options:

1. Requesting authorization by Council to participate in Street Crimes Task Force
2. Other action Council may deem appropriate

Background:

The Department of Public Safety would like to participate in the Street Crimes Task Force. The originating cities are the City of Cape Girardeau, Sikeston, Poplar Bluff, and Charleston, Missouri. These cities have seen an influx of individuals traveling from city to city to perpetrate crimes upon the streets their respective cities. This unit will focus on narcotics trafficking and other violent street crimes that occur in the target area that is identified by the local police chief within the respective communities. This group will also be made up of state and federal partners who will assist with the proactive patrol of these targeted high crime areas. It is the goal of the Southeast Missouri Street Crimes Task Force to reduce violence and criminal activity within these geographical areas located in the respective cities.

SOUTHEAST MISSOURI STREET CRIME TASK FORCE

Memorandum of Understanding

The Street Crimes Task Force is established to combat violent criminal street crime activity in Southeast Missouri. The originating cities are the City of Cape Girardeau, Sikeston, Poplar Bluff, and Charleston, Missouri. These cities have seen an influx of individuals traveling from city to city to perpetrate crimes upon the streets their respective cities. This unit will focus on narcotics trafficking and other violent street crimes that occur in the target area that is identified by the local police chief within the respective communities. This group will also be made up of state and federal partners who will assist with the proactive patrol of these targeted high crime areas. It is the goal of the Southeast Missouri Street Crimes Task Force to reduce violence and criminal activity within these geographical areas located in the respective cities.

- This mutual assistance agreement is made pursuant to Article VI, section 16 of the Constitution of the State of Missouri and pursuant to 70.815.2 of the Revised Statutes of Missouri as amended.
- The consideration for this Memorandum of Understanding is based upon mutual benefit to the respective citizenry of the parties of each of the participating agencies. The participating agencies agree to cooperate for the ultimate goal of safer street and reduced violent crime in the target area.
- None of the participating agencies shall be liable to the other for any action, failure to act, delay, mistake, failure to respond, or negligence arising out of any assistance or task force project as provided in this memorandum.
- A member of each participating agency will participate on a board that will govern the Southeast Missouri Street Crime Task Force. The board will consist of one voting member of each participating agency.
- At the initiation of a task force project, the host agency in the jurisdiction in which the project is being held, shall have the authority to determine the extent, the time frame, the manpower used, the procedures, and the general scope of the project.

SOUTHEAST MISSOURI STREET CRIME TASK FORCE

- Each participating agency shall maintain its own insurance coverage and shall be responsible for all claims, damages, and losses sustained by its own law enforcement agency and personnel. This agreement shall not be construed as to create an employment relationship between the employees of one participating agency and another. Each party agrees to provide insurance for its own employees including liability and workers compensation.
- Each participating agency hereby agrees to have the individual members of its law enforcement agency conform to the standards of the Southeast Missouri Street Crime Task Force while participating in any task force project.
- Inwitness whereof the duly authorized representatives of each participating agency, a party to this memorandum, does hereby affix his/her signature to effectuate the terms, provisions and agreements herein contained.

SOUTHEAST MISSOURI
STREET CRIME TASK FORCE
GOVERNING BODY AUTHORIZATION

On _____, _____ the Governing Body of The City of Sikeston
held a meeting and discussed the agency's participation with the Southeast Missouri Street
Crime Task Force.

It is agreed by this Governing Body that the City of Sikeston will participate in the
Southeast Missouri Street Crime Task Force.

Signature

Signature

Signature

Signature

Signature

Signature

Signature

Signature

Council Letter

Date of Meeting: 14-3-31

Originating Department: Public Works Department

To the Mayor and City Council:

Subject: 1st Reading, Bill 5954, Authorizing the Mayor to execute a contract between the City of Sikeston and the Missouri Highways and Transportation Commission

Attachment(s):

1. Bill # 5954
2. Grant Agreement 14-077B-1 (Exhibit A)

Action Options:

1. 1st Reading and discussion on Bill 5954, Authorizing the Mayor to execute a contract between the City of Sikeston and the Missouri Highways and Transportation Commission
2. Other action Council may deem appropriate

Background:

The use of Federal Aviation Administration Funds that are being administered through MODOT Aviation, for the purpose of constructing a new airport terminal building, require that an agreement be executed between MODOT and the City to define roles and responsibilities.

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 5954 AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF SIKESTON, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION PROVIDING FOR THE FUNDING AND CONSTRUCTION OF A NEW TERMINAL BUILDING AT THE SIKESTON MUNICIPAL AIRPORT.

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

SECTION I: This Ordinance shall not be codified in the City Municipal Code.

SECTION II: That the Agreements described on Exhibit "A" shall be conveyed to the Missouri Highways and Transportation Commission.

SECTION III: That the Mayor and other officials as may be necessary are hereby authorized empowered and directed to execute any documents necessary and proper to effectuate same.

SECTION IV: General Repealer Section. Any ordinance or parts thereof inconsistent herewith are hereby repealed.

SECTION V: Severability. Should any part or parts of this Ordinance be found or held to be invalid by any court of competent jurisdiction, then the remaining part or parts shall be severable and shall continue in full force and effect.

SECTION VI: Record of Passage:

A. Bill Number 5954 was introduced and read the first time this 31st day of March 2014.

B. Bill Number 5954 was read the second time and discussed on this 7th day of April 2014, and was voted as follows:

Depro _____, Harris _____, Pullen _____, Burch _____,
Teachout _____, Hedrick Absent, and Gilmore _____,
thereby being _____, and becoming Ordinance 5954.

C. Ordinance 5954 shall be in full force and effect May 8, 2014.

JERRY PULLEN, Mayor

Approved as to Form:

CHARLES LEIBLE, City Counselor

SEAL/ATTEST:

CARROLL COUCH, City Clerk

CCO FORM: AC10
Approved: 03/91 (KR)
Revised: 03/13 (MWH)
Municipal
Modified:

Sponsor: City of Sikeston
Project No. 14-077B-1
Airport Name Sikeston Memorial

CFDA Number: CFDA #20.106
CFDA Title: Airport Improvement Program
Federal Agency: Federal Aviation Administration, Department of Transportation

STATE BLOCK GRANT AGREEMENT

SECTION I - TITLE, AUTHORIZATION, PROJECT DESCRIPTION

- State Block Grant Agreement
- Federal Authorization - Airport and Airway Improvement Act of 1982 (as amended)
- Project Description - Planning, Land/Easement Appraisals and Acquisitions, Surveying, Engineering Design, Construction

SECTION II - STANDARD AGREEMENT ITEMS

1. PURPOSE
2. PROJECT TIME PERIOD
3. TITLE EVIDENCE TO EXISTING AIRPORT PROPERTY
4. AMOUNT OF GRANT
5. AMOUNT OF MATCHING FUNDS
6. ALLOWABLE COSTS
7. WITHDRAWAL OF GRANT OFFER
8. EXPIRATION OF GRANT OFFER
9. FEDERAL SHARE OF COSTS
10. RECOVERY OF FEDERAL FUNDS
11. PAYMENT
12. ADMINISTRATIVE/AUDIT REQUIREMENTS
13. APPENDIX
14. ASSURANCES/COMPLIANCE
15. LEASES/AGREEMENTS
16. NONDISCRIMINATION ASSURANCE
17. CANCELLATION
18. VENUE
19. LAW OF MISSOURI TO GOVERN
20. WORK PRODUCT
21. CONFIDENTIALITY
22. NONSOLICITATION
23. DISPUTES
24. INDEMNIFICATION
25. HOLD HARMLESS
26. NOTIFICATION OF CHANGE
27. DURATION OF GRANT OBLIGATIONS
28. AMENDMENTS
29. PROFESSIONAL SERVICES BY COMPETITIVE PROPOSALS
30. ASSIGNMENT
31. BANKRUPTCY
32. COMMISSION REPRESENTATIVE

- 33. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006
- 34. SPECIAL CONDITIONS

SECTION III – PLANNING

- 35. AIRPORT LAYOUT PLAN
- 36. AIRPORT PROPERTY MAP
- 37. ENVIRONMENTAL IMPACT EVALUATION
- 38. EXHIBIT "A" PROPERTY MAP

SECTION IV - LAND/EASEMENT APPRAISALS AND ACQUISITIONS

- 39. RUNWAY PROTECTION ZONE

SECTION V - DESIGN

- 40. ENGINEER'S DESIGN REPORT
- 41. GEOMETRIC DESIGN CRITERIA
- 42. PLANS, SPECIFICATION AND ESTIMATES

SECTION VI - CONSTRUCTION

- 43. CONSTRUCTION OBSERVATION/INSPECTION REQUIREMENTS
- 44. CONSTRUCTION PROGRESS AND INSPECTION REPORTS
- 45. WAGE LAWS
- 46. COMPETITIVE SELECTION OF CONTRACTOR
- 47. REVIEW OF BIDS AND CONTRACT AWARD
- 48. NOTICE TO PROCEED
- 49. DISADVANTAGED BUSINESS ENTERPRISES - CONSTRUCTION
- 50. LABOR STANDARDS INTERVIEWS
- 51. AIR AND WATER QUALITY STANDARDS
- 52. FILING NOTICE OF LANDING AREA PROPOSAL
- 53. FILING NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION
- 54. CHANGE ORDERS/SUPPLEMENTAL AGREEMENTS
- 55. RESPONSIBILITY FOR PROJECT SAFETY
- 56. RECORD DRAWINGS

SECTION VII - GRANT ACCEPTANCE

- Signature by sponsor constitutes acceptance of grant terms and conditions. Failure to comply with grant requirements will jeopardize funding eligibility.
- Certificate of sponsor's attorney

Sponsor: City of Sikeston
Project No. 14-077B-1
Airport Name: Sikeston Memorial

CFDA Number: CFDA #20.106
CFDA Title: Airport Improvement Program
Federal Agency: Federal Aviation Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
STATE BLOCK GRANT AGREEMENT**

THIS GRANT AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and City of Sikeston (hereinafter, "Sponsor"). Reference will also be made to the Federal Aviation Administration (hereinafter, "FAA") and the Federal Airport Improvement Program (hereinafter, "AIP").

WITNESSETH:

WHEREAS, Section 116 of the federal Airport and Airway Safety and Capacity Expansion Act of 1987 amended the previous Act of 1982 by adding new section 534 entitled "State Block Grant Pilot Program", (Title 49 United States Code Section 47128); and

WHEREAS, the Federal Aviation Reauthorization Act of 1996 declared the State Block Grant Program to be permanent; and

WHEREAS, the Commission has been selected by the FAA to administer state block grant federal funds under said program; and

WHEREAS, the Sponsor has applied to the Commission for a sub grant under said program; and

WHEREAS, the Commission has agreed to award funds to the Sponsor with the understanding that such funds will be used for a project pursuant to this Agreement for the purposes generally described as follows:

Design and Construct Terminal Building

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

(1) PURPOSE: The purpose of this Agreement is to provide financial assistance to the Sponsor under the State Block Grant Program.

(2) PROJECT TIME PERIOD: The project period shall be from the date of execution by the Commission to May 30, 2016. The Commission's chief engineer may, for good cause as shown by the Sponsor in writing, extend the project time period.

(3) TITLE EVIDENCE TO EXISTING AIRPORT PROPERTY: The Sponsor shall provide satisfactory evidence of title to all existing airport property and avigation easements and address any and all encumbrances. Satisfactory evidence will consist

of the Sponsor's execution of a Certificate of Title form provided by the Commission.

(4) AMOUNT OF GRANT: The initial amount of this grant is not to exceed One Hundred Thirty Five Thousand Nine Hundred Sixty Seven dollars (\$135,967) for eligible preliminary project costs and/or land/easement acquisition. A grant amendment to cover the balance of eligible project costs will be provided after construction bids are received.

(A) The amount of this grant stated above represents ninety-five percent (95%) of eligible project costs.

(B) The designation of this grant does not create a lump sum quantity contract, but rather only represents the amount of funding available for qualifying expenses. In no event will the Commission provide the Sponsor funding for improvements or work that are not actually performed. The release of all funding under this Agreement is subject to review and approval of all project expenses to ensure that they are qualifying expenses under this program.

(5) AMOUNT OF MATCHING FUNDS: The initial amount of local matching funds to be furnished by the Sponsor is not to exceed Seven Thousand One Hundred Fifty Six dollars (\$7,156).

(A) The amount of matching funds stated above represents five percent (5%) of eligible project costs.

(B) The Sponsor warrants to the Commission that it has sufficient cash on deposit to provide the local matching funds identified above, as well as to cover one hundred percent (100%) of any ineligible items included in the scope of work.

(6) ALLOWABLE COSTS: Block grant funds shall not be used for any costs that are ineligible as defined in the Airport and Airway Improvement Act of 1982 (as amended) and in Title 49, Code of Federal Regulations (hereinafter, "CFR"), Part 18.

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

(8) EXPIRATION OF GRANT OFFER: This grant offer shall expire and the Commission shall not be obligated to pay any part of the costs of the project unless this grant Agreement has been executed by the Sponsor on or before May 15, 2014 or such subsequent date as may be prescribed in writing by the Commission.

(9) FEDERAL SHARE OF COSTS: Payment of the United States' share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary of the United States Department of Transportation (hereinafter, "USDOT") shall practice. Final determination of the United States' share will be based upon the audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the federal share of costs.

(10) RECOVERY OF FEDERAL FUNDS: The Sponsor shall take all steps, including litigation if necessary, to recover federal funds spent fraudulently, wastefully, in violation of federal antitrust statutes, or misused in any other manner for any project upon which federal funds have been expended. For the purpose of this grant Agreement, the term "federal funds" means funds used or disbursed by the Sponsor that were originally paid pursuant to this or any other federal grant Agreement. The Sponsor shall return the recovered federal share, including funds recovered by settlement, in order or judgment, to the Commission. It shall furnish to the Commission, upon request, all documents and records pertaining to the determination of the amount of the federal share or to any settlement, litigation, negotiation, or other effort taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such federal share shall be approved in advance by the Commission.

(11) PAYMENT: Payments to the Sponsor are made on an advance basis. The Sponsor may request incremental payments during the course of the project or a lump sum payment upon completion of the work. However, this advance payment is subject to the limitations imposed by paragraph 11(B) of this Agreement.

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

(B) It is understood and agreed by and between the parties that the Commission shall make no payment which could cause the aggregate of all payments under this Agreement to exceed ninety percent (90%) of the maximum federal (block grant) obligation stated in this Agreement or eighty-six percent (86%) of actual total eligible project cost, whichever is lower, until the Sponsor has met and/or performed all requirements of this grant Agreement to the satisfaction of the Commission. The final ten percent (10%) of the maximum federal (block grant) obligation stated in this Agreement shall not be paid to the Sponsor until the Commission has received and approved all final closeout documentation for the project.

(C) Within ninety (90) days of final inspection of the project funded under this grant, the Sponsor shall provide to the Commission a final payment request and all financial, performance and other reports as required by the conditions of this grant, with the exception of the final audit report. This report shall be provided when the Sponsor's normal annual audit is completed.

(D) When force account or donations are used, the costs for land, engineering, administration, in-kind labor, equipment and materials, etc., may be submitted in letter form with a breakdown of the number of hours and the hourly charges for labor and equipment. Quantities of materials used and unit costs must also be included. All force account activity, donations, etc., must be pre-approved by the Commission to ensure eligibility for funding.

(12) ADMINISTRATIVE/AUDIT REQUIREMENTS: This grant shall be governed by the administrative and audit requirements as prescribed in Title 49 CFR

Parts 18 and 90, respectively.

(A) If the Sponsor expends five hundred thousand dollars (\$500,000) or more in a year in federal financial assistance, it is required to have an independent annual audit conducted in accordance with Office of Management and Budget (hereinafter, "OMB") Circular A-133. A copy of the audit report shall be submitted to the Missouri Department of Transportation (hereinafter, "MoDOT") within the earlier of thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the audit period. Subject to the requirements of OMB Circular A-133, if the Sponsor expends less than five hundred thousand dollars (\$500,000) in a year, the Sponsor may be exempt from auditing requirements for that year, but records must be available for review or audit by applicable state and federal authorities.

(B) When the Sponsor's normal annual audit is completed, the Sponsor shall provide to the Commission a copy of an audit report that includes the disposition of all federal funds involved in this project.

(C) In the event a final audit has not been performed prior to the closing of the grant, the Commission retains the right to recover any appropriate amount of funding after fully considering interest accrued or recommendations on disallowed costs identified during the final audit.

(D) The Commission reserves the right to conduct its own audit of the Sponsor's records to confirm compliance with grant requirements and to ensure that all costs and fees are appropriate and acceptable.

(13) APPENDIX: An appendix to this Agreement is attached. The appendix consists of standards, forms and guidelines that the Sponsor shall use to accomplish the requirements of this Agreement. The appendix items are hereby provided to the Sponsor and incorporated into and made part of this Agreement.

(14) ASSURANCES/COMPLIANCE: The Sponsor shall adhere to the FAA standard airport Sponsor assurances, current FAA advisory circulars (hereinafter, "ACs") for AIP projects and/or the Commission's specifications, including but not limited to those as outlined in attached Exhibit 1. These assurances, ACs and the Commission's specifications are hereby incorporated into and made part of this Agreement. The Sponsor shall review the assurances, ACs, Commission's specifications and FAA Order 5190.6B entitled "FAA Airport Compliance Manual" dated September 30, 2009, included in the grant appendix, and notify the Commission of any areas of non-compliance within its existing facility and/or operations. All non-compliance situations must be addressed and a plan to remedy areas of non-compliance must be established before final acceptance of this project and before final payment is made to the Sponsor.

(15) LEASES/AGREEMENTS: The Sponsor shall incorporate the FAA Standard Airport Lease/Agreement provisions into all leases/agreements for use of airport property other than the public use areas. In addition to these provisions, these leases/agreements must provide for fair market value income and prohibit exclusive rights.

(A) Long term commitments (longer than 5 years) must provide for renegotiation of the leases'/agreements' terms and payments at least every five (5) years.

(B) Leases/agreements shall not contain provisions that adversely affect the Sponsor's possession and control of the airport or interfere with the Sponsor's ability to comply with the obligations and covenants set forth in this grant Agreement.

(16) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the Sponsor agrees as follows:

(A) Civil Rights Statutes: The Sponsor shall comply with all state and federal statutes relating 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 and 2000e, *et seq.*), as well as any applicable titles of the Americans with Disabilities Act. In addition, if the Sponsor is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the Americans with Disabilities Act.

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

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

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Sponsor. These apply to all solicitations either by competitive bidding or negotiation made by the Sponsor for work to be performed under a subcontract, including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Sponsor of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The Sponsor 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 Commission or the USDOT to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the Sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the Sponsor shall so certify to the Commission or the USDOT as appropriate and shall set forth what efforts it has made to

obtain the information.

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

1. Withholding of payments under this Agreement until the Sponsor complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The Sponsor shall include the provisions of Paragraph (16) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the USDOT. The Sponsor will take such action with respect to any subcontract or procurement as the Commission or the USDOT may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Sponsor becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Sponsor may request the United States to enter into such litigation to protect the interests of the United States.

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

(A) Upon written notice to the Sponsor, the Commission reserves the right to suspend or terminate all or part of the grant when the Sponsor is, or has been, in violation of the terms of this Agreement. Any lack of progress that significantly endangers substantial performance of the project within the specified time shall be deemed a violation of the terms of this Agreement. The determination of lack of progress shall be solely within the discretion of the Commission. Once such determination is made, the Commission shall so notify the Sponsor in writing. Termination of any part of the grant will not invalidate obligations properly incurred by the Sponsor prior to the date of termination.

(B) The Commission shall have the right to suspend funding of the project at any time and for so long as the Sponsor fails to substantially comply with all the material terms and conditions of this Agreement. If the Commission determines that substantial noncompliance cannot be cured within thirty (30) days, then the Commission may terminate the funding for the project. If the Sponsor fails to perform its obligations in substantial accordance with the Agreement (except if the project has been terminated for the convenience of the parties) and the FAA requires the Commission to repay grant funds that have already been expended by the Sponsor, then the Sponsor shall repay the Commission such federal funds.

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

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

(20) WORK PRODUCT: All documents, reports, exhibits, etc. produced by the Sponsor at the direction of the Commission shall remain the property of the Sponsor. However, Sponsor shall provide to the Commission a copy of magnetic discs that contain computer aided design and drafting (CADD) drawings and other documents generated under this grant. Information supplied by the Commission shall remain the property of the Commission. The Sponsor shall also supply to the Commission hard copies of any working documents such as reports, plans, specifications, etc., as requested by the Commission.

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

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

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

(24) INDEMNIFICATION:

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

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

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

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

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

(25) HOLD HARMLESS: The Sponsor shall hold the Commission harmless from any and all claims for liens of labor, services or materials furnished to the Sponsor in connection with the performance of its obligations under this Agreement. Certification statements from construction contractors must be provided to ensure all workers, material suppliers, etc., have been paid.

(26) NOTIFICATION OF CHANGE: The Sponsor shall immediately notify the Commission of any changes in conditions or law which may significantly affect its ability to perform the project in accordance with the provisions of this Agreement. Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal, facsimile or electronic mail (email) delivery, addressed as follows:

Commission: Amy Ludwig
Administrator of Aviation
Missouri Department of Transportation
P.O. Box 270
Jefferson City, MO 65102
(573) 526-7912
(573) 526-4709 FAX
email: Amy.Ludwig@modot.mo.gov

Sponsor: Jay Lancaster
City Engineer
City of Sikeston
105 East Center
Sikeston, MO 63801
(573) 471-2512
Email: jlancaster@sikeston.org

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile or email delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of the facsimile or email transmission of the document.

(27) DURATION OF GRANT OBLIGATIONS: Grant obligations are effective for the useful life of any facilities/equipment installed with grant funds as stipulated in attached Exhibit 1, but in any event not to exceed twenty (20) years. There shall be no limit on the duration of the assurance, referenced in paragraph B of said Exhibit 1 against exclusive rights or terms, conditions and assurances, referenced in paragraph B-1 of said Exhibit 1, with respect to real property acquired with federal funds. Paragraph (27) equally applies to a private sponsor. However, in the case of a private sponsor, the useful life for improvements shall not be less than ten (10) years.

(A) The financial assistance provided hereunder constitutes a grant to the Sponsor. Neither the Commission nor the FAA will have title to the improvements covered by this grant, as title to same shall vest in the Sponsor.

(B) For the period as specified in this Paragraph, the Sponsor becomes obligated, upon any sale or disposition of the airport or discontinuation of operation of the airport to immediately repay, in full, the grant proceeds or proportionate amount thereof based upon the number of years remaining in the original obligation to the Commission. The Commission and the Sponsor hereby agree that during said period, the property and improvements which constitute the subject airport are subject to sale, if necessary, for the recovery of the federal pro rata share of improvement costs should this Agreement be terminated by a breach of contract on the part of the Sponsor or should the aforementioned obligations not be met.

(C) In this Section, the term "any sale or disposition of the airport" shall mean any sale or disposition of the airport: (i) for a use inconsistent with the purpose for which the Commission's share was originally granted pursuant to this Agreement; or (ii) for a use consistent with such purposes wherein the transferee in the sale or disposition does not enter into an assignment and assumption Agreement with the Sponsor with respect to the Sponsor's obligation under the instrument so that the transferee becomes obligated there under as if the transferee had been the original owner thereof.

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

(29) PROFESSIONAL SERVICES BY COMPETITIVE PROPOSALS: Contracts for professional services are to be procured by competitive proposals per federal procurement requirements (Title 49 CFR, Section 18.36). Requests for proposals/qualifications are to be publicly announced for services expected to cost more than one hundred thousand dollars (\$100,000) in the aggregate. Small purchase procedures (telephone solicitations or direct mail) may be used for services costing one hundred thousand dollars (\$100,000) or less. All professional services contracts are subject to review and acceptance by the Commission prior to execution by the Sponsor

to ensure funding eligibility.

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

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

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

(33) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The Sponsor shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 CFR Part 170.

(34) SPECIAL CONDITIONS: The following special conditions are hereby made part of this Agreement:

(A) Lobbying and Influencing Federal Employees: All contracts awarded by the Sponsor shall include the requirement for the recipient to execute the form entitled "CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS" included in the grant appendix.

This requirement affects grants or portions of a grant exceeding one hundred thousand dollars (\$100,000).

(B) Buy America Requirements: Unless otherwise approved by the Commission and the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any iron, steel or manufactured products produced outside of the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The Sponsor will include in every contract a provision implementing this special condition.

(C) Safety Inspection: The Sponsor shall eliminate all deficiencies identified in its most recent annual safety inspection report (FAA Airport Master Record Form 5010-1). If immediate elimination is not feasible, as determined by the Commission, the Sponsor shall provide a satisfactory plan to eliminate the deficiencies and shall include this plan with phased development as outlined in a current and approved airport layout plan.

(D) Navigational Aids: Except for instrument landing systems acquired with the AIP (block grant) funds and later donated to and accepted by the FAA, the

Sponsor must provide for the continuous operation and maintenance of any navigational aid funded under the AIP (block grant) program during the useful life of the equipment. The Sponsor must check the facility, including instrument landing systems, prior to commissioning to ensure it meets operational standards. The Sponsor must also remove, relocate, or lower each obstruction on the approach or provide for the adequate lighting or marking of the obstruction if any aeronautical study conducted under Federal Aviation Regulation Part 77 determines that to be acceptable; and mark and light the runway, as appropriate. The FAA will not take over the ownership, operation, or maintenance of any Sponsor-acquired equipment, except for instrument landing systems.

(E) Environmental Due Diligence Audit: The Sponsor shall conduct an Environmental Due Diligence Audit (EDDA) of all NAVAID (electronic navigational equipment) sites that will be established or relocated with federal (block grant) funds. This audit shall include existing equipment currently owned and operated by the FAA Airways Facilities Branch and new equipment for which the Sponsor will be requesting FAA maintenance.

(F) Notice to Bidders - Required Language: The Sponsor shall include the following special provision when advertising for bids: "Notice to all potential bidders on federally funded airport construction projects: As mandated by Executive Order 12818, issued by President George Bush on October 23, 1992, a Job Special Provision will be inserted into and made a part of every contract for federally funded airport construction projects, awarded from this or future notices of lettings."

(G) Airport Job Special Provision - Required Language: The Sponsor shall include the following special provisions in contracts for federally funded airport construction projects. "By entering into this contract, the Contractor agrees to comply with all applicable terms of Executive Order 12818, issued by President George Bush on October 23, 1992, prohibiting certain contractual requirements, and prohibiting discrimination against certain persons or entities on the basis of whether or not labor organization Agreements or affiliations exist. The Contractor further agrees to include within its contracts and subcontracts governing this work, a provision that requires those contractors or subcontractors to comply with Executive Order 12818 (except as may be exempted by the terms of the executive order itself).

The contractor understands, and agrees to inform its own contractors and subcontractors, that failure to comply with Executive Order 12818 will subject them to disciplinary action as appropriate, including, but not limited to, debarment, suspension, termination of the contract for default, or the withholding of payments. The Contractor also understands that the Sponsor has not adopted any policies or contractual provisions which violate Executive Order 12818."

(H) Grant Made on Preliminary Plans and Specifications and/or Estimates: This grant is made and accepted upon the basis of preliminary plans, specifications and/or estimates. Within 90 calendar days from the date of acceptance of this grant, the Sponsor shall furnish final plans and specifications to the Commission. Construction work shall not commence, and a contract shall not be awarded for the accomplishment of such work, until the final plans and specifications have been

accepted by the Commission. Any reference made in this grant to plans and specifications shall be considered a reference to the final plans and specifications as accepted.

Since this grant is made on preliminary plans and specifications and/or estimates, the grant amount is subject to revision (increase or decrease) after actual project costs are determined through negotiations, appraisals and/or bids. The Sponsor agrees that said revision will be at the sole discretion of the Commission.

(I) Sponsor's Disadvantaged Business Enterprise (DBE) Program: When the grant amount exceeds two hundred fifty thousand dollars (\$250,000), the Sponsor hereby adopts the Commission's Disadvantaged Business Enterprise (hereinafter, "DBE") program that is incorporated into this grant agreement by reference. Only DBE firms certified by the Commission will qualify when considering DBE goal accomplishments.

(J) Disadvantaged Business Enterprise Required Statements:

(1) Policy: It is the policy of the USDOT that DBEs, as defined in 49 CFR Part 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this agreement.

(2) Contract Assurance: The Commission and the Sponsor will ensure that the following clause is placed in every USDOT-assisted contract and subcontract:

"The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out the applicable requirements of Title 49 Code of Federal Regulations, Part 26 in the award and administration of any United States Department of Transportation-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate."

(This assurance shall be included in each subcontract the prime contractor signs with a subcontractor.)

(3) Federal Financial Assistance Agreement Assurance: The Commission and the Sponsor agree to and incorporate the following assurance into their day-to-day operations and into the administration of all USDOT-assisted contracts; where "recipient" means MoDOT and/or any MoDOT grantee receiving USDOT assistance:

"MoDOT and the Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any United States Department of Transportation-assisted contract or in the

administration of the United States Department of Transportation's DBE Program or the requirements of Title 49 Code of Federal Regulations, Part 26. The recipient shall take all necessary and reasonable steps under Title 49 Code of Federal Regulations, Part 26 to ensure nondiscrimination in the award and administration of United States Department of Transportation-assisted contracts. The recipient's DBE Program, as required by Title 49 Code of Federal Regulations, Part 26 and as approved by the United States Department of Transportation, is incorporated by reference into this agreement. Implementation of this program is a legal obligation and for failure to carry out its approved program, the United States Department of Transportation may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under Title 18 United States Code, Section 1001 and/or the Program Fraud Civil Remedies Act of 1986 (Title 31 United States Code, Section 3801 *et seq.*)."

The Commission and the Sponsor shall ensure that all recipients of USDOT-assisted contracts, funds, or grants incorporate, agree to and comply with the assurance statement.

(4) Prompt Payment: The Commission and the Sponsor shall require all contractors to pay all subcontractors and suppliers for satisfactory performance of services in compliance with section 34.057 RSMo, Missouri's prompt payment statute. Pursuant to section 34.057 RSMo, the Commission and the Sponsor also require the prompt return of all retainage held on all subcontractors after the subcontractors' work is satisfactorily completed, as determined by the Sponsor and the Commission.

All contractors and subcontractors must retain records of all payments made or received for three (3) years from the date of final payment, and these records must be available for inspection upon request by any authorized representative of the Commission, the Sponsor or the USDOT. The Commission and the Sponsor will maintain records of actual payments to DBE firms for work committed to at the time of the contract award.

The Commission and the Sponsor will perform audits of contract payments to DBE firms. The audits will review payments to subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in the schedule of DBE participation and that payment was made in compliance with section 34.057 RSMo.

(5) MoDOT DBE Program Regulations: The Sponsor, contractor and each subcontractor are bound by MoDOT's DBE Program regulations, located at Title 7 Code of State Regulations, Division 10, Chapter 8.

(K) DISADVANTAGED BUSINESS ENTERPRISES - PROFESSIONAL SERVICES: DBEs that provide professional services, such as architectural, engineering, surveying, real estate appraisals, accounting, legal, etc., will be afforded full and affirmative opportunity to submit qualification statements/proposals and will not

be discriminated against on the grounds of race, color, sex or national origin in consideration for selection for this project. The DBE goals for professional services will be determined by the Commission at the time each proposed service contract is submitted for the Commission's approval.

(35) AIRPORT LAYOUT PLAN: All improvements must be consistent with a current and approved Airport Layout Plan (hereinafter, "ALP"). The Sponsor shall update and keep the ALP drawings and corresponding narrative report current with regard to the FAA Standards and physical or operational changes at the airport.

(A) ALP approval shall be governed by FAA Order 5100.38B, entitled "Airport Improvement Program Handbook."

(36) AIRPORT PROPERTY MAP: The Sponsor shall develop (or update), as a part of the ALP, a drawing which indicates how various tracts/parcels of land within the airport's boundaries were acquired (i.e., federal funds, surplus property, local funds only, etc.). Easement interests in areas outside the fee property line shall also be included. A screened reproducible of the Airport Layout Drawing may be used as the base for the property map.

(37) ENVIRONMENTAL IMPACT EVALUATION: The Sponsor shall evaluate the potential environmental impact of this project per FAA Order 5050.4B, entitled "National Environmental Policy Act Implementing Instructions for Airport Actions." Evaluation must include coordination with all resource agencies that have jurisdiction over areas of potential environmental impact and a recommended finding such as categorical exclusion, no significant impact, level of impact and proposed mitigation, etc.

(38) EXHIBIT "A" PROPERTY MAP: The Sponsor shall develop (or update) an Exhibit "A" Property Map, which clearly shows by appropriate legal description all airport land owned by the Sponsor, including land and interests in land in the runway approach areas, plus any areas or tracts/parcels of land proposed to be acquired in connection with this project. In addition, the map must indicate by appropriate symbols or other markings the property interest (fee title, avigation easement, etc.) the Sponsor holds in each tract/parcel of airport land and the property interest to be acquired in each tract/parcel of land in connection with this project.

(39) RUNWAY PROTECTION ZONE: The Sponsor agrees to prevent the erection or creation of any obstruction, residence, structure or place of public assembly in the Runway Protection Zone, as depicted on the Exhibit "A" Property Map and the approved ALP, except for NAVAIDS that are fixed by their functional purposes or any other structure approved by the Commission and the FAA. Any existing obstructions, structures, facilities or uses, including use of equipment that could interfere with electronic guidance or communication systems for aircraft, within the Runway Protection Zone shall be cleared or discontinued unless approved by the Commission and the FAA. The Sponsor shall also take any and all steps necessary by fee ownership or avigation easement to ensure that the land within the designated Runway Protection Zone will not include anything that violates FAA standards, is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public

assembly, such as churches, schools, office buildings, shopping centers, and stadiums, golf courses or any other uses restricted by FAA standards.

(40) ENGINEER'S DESIGN REPORT: Prior to development of the plans and specifications, the Sponsor shall provide an engineer's report setting forth the general analysis and explanation of reasons for design choices. Said report shall include an itemized cost estimate, design computations, reasons for selections and modifications, comparison of alternatives, life cycle cost analysis, geotechnical report and any other elements that support the engineer's final plans and specifications.

(41) GEOMETRIC DESIGN CRITERIA: The Sponsor shall use the geometric design criteria promulgated by the FAA in the AC series and in FAA Orders. The Sponsor may request and receive approval for adaptation of said criteria where the FAA and the Commission concur that such adaptation is appropriate considering safety, economy and efficiency of operation.

(42) PLANS, SPECIFICATIONS AND ESTIMATES: The plans and construction specifications for this project shall be those promulgated by the FAA in the AC series and in FAA Orders.

(A) The plans shall include a safety plan sheet to identify work areas, haul routes, staging areas, restricted areas, construction phasing, shutdown schedule etc., and to specify the requirements to ensure safety during construction.

(B) The Sponsor shall submit all plans, specifications and estimates to the Commission for review and acceptance prior to advertising for bids for construction.

(43) CONSTRUCTION OBSERVATION/INSPECTION REQUIREMENTS: In conjunction with submittal of the construction bid tabulation, the Sponsor shall provide a construction observation/inspection program setting forth a format for accomplishment of resident observation, construction inspection and overall quality assurance.

(44) CONSTRUCTION PROGRESS AND INSPECTION REPORTS: The Sponsor shall provide and maintain adequate, competent and qualified engineering supervision and construction inspection at the project site during all stages of the work to ensure that the completed work conforms with the project plans and specifications. Project oversight by the Commission's project manager or other personnel does not relieve the Sponsor of this responsibility.

(A) The Sponsor shall require the resident project representative to keep daily construction records and shall submit to the Commission a weekly construction progress and inspection report on the FAA Form 5370-1 ("Construction Project and Inspection Report"), completed by the resident project representative. A weekly summary of tests completed shall be included.

(B) Prior to final acceptance, the Sponsor shall provide to the Commission a testing summary report bearing the engineer's seal and including a certification from the engineer that the completed project is in compliance with the plans and specifications.

(45) WAGE LAWS: The Sponsor and its contractors and subcontractors shall pay the prevailing hourly rate of wages for each craft or type of worker required to execute this project work as determined by the Department of Labor and Industrial Relations of Missouri, and they shall further comply in every respect with the minimum wage laws of Missouri and the United States. Federal wage rates under the Davis-Bacon or other federal acts apply to and govern this Agreement also for such work which is performed at the jobsite, in accord with 29 CFR Part 5. Thus, this Agreement is subject to the "Contract Work Hours and Safety Standards Act", as amended (40 U.S.C. Sections 327, *et seq.*), and its implementing regulations. The Sponsor shall take the acts which may be required to fully inform itself of the terms of, and to comply with, state and federal laws.

(46) COMPETITIVE SELECTION OF CONTRACTOR: Construction that is to be accomplished by contract is to be competitively bid in accordance with federal procurement requirements, located at 49 CFR Part 18. Bid notices should be published in a qualified (local or area) newspaper or other advertisement publication located in the same county as the airport project as a minimum.

(47) REVIEW OF BIDS AND CONTRACT AWARD: The Commission shall review all contractors' bids and approve the selection of the apparent successful bidder prior to the Sponsor awarding the construction contract.

(48) NOTICE TO PROCEED: After the Commission receives copies of the executed construction contract between the Sponsor and the contractor, the performance and payment bonds and any other documentation as required by this Agreement, the Commission will authorize the Sponsor to issue a notice to proceed with construction.

(A) Notice to proceed shall not be issued until the Sponsor has provided satisfactory evidence of acceptable title to the land on which construction is to be performed. Ownership status of existing airport property as well as any land or easements acquired under this project must be included in a Certificate of Title tied to a current Exhibit "A" property map.

(B) The Sponsor shall issue a notice to the contractor within ten (10) days of authorization by the Commission, unless otherwise approved by the Commission.

(C) Any construction work performed prior to the Sponsor's issuance of a Notice to Proceed shall not be eligible for funding participation.

(49) DISADVANTAGED BUSINESS ENTERPRISES - CONSTRUCTION: The Sponsor shall notify prospective bidders that DBEs will be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex or national origin in consideration for an award.

(A) The goal for this project to be awarded to DBE firms shall be established by the Commission based on the engineer's construction cost estimate

included in the design report. The goal will be a percentage of the federal portion of the contract costs less the amount expended for land, easements, the Sponsor's in-house administration, force account work and any noncontractual costs. Failure to meet the DBE goal can render a bid proposal nonresponsive at the Commission's discretion.

(B) The Sponsor shall conduct field reviews and interviews with workers to ensure that the portion of the work identified in the construction contract to be performed by DBE firms is so performed. Results of these interviews shall be submitted to the Commission with the weekly construction progress reports.

(50) LABOR STANDARDS INTERVIEWS: The Sponsor shall conduct periodic random interviews with the workers to assure that they are receiving the established prevailing wages. Results of these interviews shall be submitted to the Commission with the weekly construction progress reports.

(51) AIR AND WATER QUALITY STANDARDS: Approval of the project is conditioned on the Sponsor's compliance with the applicable air and water quality standards in accomplishing project construction and in operating the airport. Failure to comply with this requirement may result in suspension, cancellation or termination of federal assistance under this Agreement.

(52) FILING NOTICE OF LANDING AREA PROPOSAL: When a project involving changes to the runway will be implemented at an airport, the Sponsor must submit FAA Form 7480-1 ("Notice of Landing Area Proposal") to the FAA not less than one hundred twenty (120) days prior to commencement of any construction or alteration. A copy of the form as filed with the FAA and the FAA airspace determination letter must be provided to the Commission. This form must be submitted for any projects that involve the widening, lengthening or reconstruction of an existing runway or construction of a new runway. When the funded project is strictly a master plan/site selection, this form will be submitted for the final three proposed sites prior to development of the ALP.

(53) FILING NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION: When a development project that does not involve changes to the runway will be implemented at an airport, the Sponsor must submit FAA Form 7460-1 ("Notice of Proposed Construction of Alteration") to the FAA not less than one hundred twenty (120) days prior to commencement of any construction or alteration. A copy of the form as filed with the FAA and the FAA airspace determination letter must be provided to the Commission. This form must be submitted for construction of any permanent structures on the airport, temporary structures over 20 feet in height or use of construction equipment over 20 feet tall. It is not necessary for routine construction projects, unless they include above ground installations.

(54) CHANGE ORDERS/SUPPLEMENTAL AGREEMENTS: All change orders/supplemental agreements must be submitted to the Commission for approval prior to implementation to ensure funding eligibility. Requests for additional work for items not included in the original bid must be accompanied by a cost analysis to substantiate the proposed costs.

(55) RESPONSIBILITY FOR PROJECT SAFETY: During the full term of the project, the Sponsor shall be responsible for the installation of any signs, markers or other devices required for the safety of the public. All markers or devices required shall conform with all applicable FAA regulations or specifications.

(A) The Sponsor shall ensure that a safety plan is included in the contract documents and that the Contractor complies with the safety plan during construction.

(B) It is also the responsibility of the Sponsor to issue, through the applicable FAA Flight Service Station, any and all Notices to Airmen that may be required. Copies of notices shall also be sent to the Commission as soon as they are filed with the FAA.

(56) RECORD DRAWINGS: The Sponsor shall provide one (1) set of blue line or black line as-built construction plans and two (2) sets of the updated ALP with a narrative report to the Commission upon project completion. The Commission will forward one (1) set of the updated ALP to the FAA central region office.

[Remainder of Page Intentionally Left Blank]

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

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

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

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF SIKESTON

By _____

By _____

Title _____

Title _____

Attest:

Attest:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Commission Counsel

Ordinance No. _____
(if applicable)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as attorney for the Sponsor, do hereby certify that in my opinion, the Sponsor is empowered to enter into the foregoing grant Agreement under the laws of the State of Missouri. Further, I have examined the foregoing grant Agreement, and the actions taken by said Sponsor and Sponsor's official representative have been duly authorized and the execution thereof is in all respects due and proper and in accordance with the laws of the said state and the Airport and Airway Improvement Act of 1982, as amended. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said grant constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

CITY OF SIKESTON

Name of Sponsor's Attorney (typed)

Signature of Sponsor's Attorney

Date _____

Briefing:

**Tennis Court
Resurfacing**

Briefing:

**Demolition of
Village Green
Shopping Center**

Memorandum

To: City Manager Jonathan Douglas, City Council, and Mayor
From: Director Drew Juden
Date: 3/27/2014
Re: Lighting of DPS Parking Lot

I am pleased to announce that the DPS parking lot is complete. We only have one issue that has been overlooked and I believe most of you are aware of it. It relates to the lighting of the parking lot.

The history of the DPS parking lot is that in the original plans for the new DPS Headquarters our parking was to be attached as an extension of the BMU parking lot. In fact we were to share a community public parking area which resided mainly on the BMU property with drive access to Kingshighway. Sometime after construction began a meeting was held between the then City Manager Doug Friend and Director of BMU Ed Throop a decision was made to separate the parking lots and not have a drive that transected the lot from New Madrid St. to Kingshighway. This was due to the fear that it would turn it into a street put employees and persons using the parking lot at risk. At that time information was given to Waters & Associates who then drafted the layout of the parking lot with approval of Dille Traxel and Penzel Construction. I am not sure who missed this but somehow we missed the installation of lighting for this parking lot.

Since the completion of the parking lot we have reviewed several options as far as lighting goes to light up this parking area. It is very dark at night due to the fact that there are no street lights located on this side of the street. It was originally believed after some conversation with Mr. Throop that BMU was going to supply and install lighting for this parking lot. I was contacted by Kenny Stokes approximately a week ago and I was told that would not be the case. At this time I have received quotes for lighting of the parking lot and have the following information to submit for you and councils approval.

Quote 1 was to install period lighting as is located in all of the downtown area as well as around our back park lot and the BMU back parking lot. The quote for this lighting is \$16,976.26.

Quote 2 was to install standard parking lot HID (High Intensity Discharge) Lighting. This is option (2) 20 foot poles with dual head HID 400 watt metal halide lights on each pole. 1 pole would be on the southwest corner and the other would be on the northwest corner of the parking lot. We feel this would give us sufficient lighting as well as provide some lighting to the signage that resides over the awning at the entrance to DPS Headquarters. The quote for this lighting is \$5,525.

Quote 3 is the same as Quote 2 except using LED lighting instead of the 400 watt metal halide lights. That price is \$9,460.

It is staff's recommendation since none of this is a budgeted item that we go with the least expensive which is the \$5,525 option of Quote 2. This will provide nice looking aluminum poles with dual head

March 27, 2014

lights that will provide adequate lighting for the parking area as well as some lighting to cover the sign over the awning.

Should council have other direction please feel free to advise us and we will comply with that direction. It is my goal to have this lighting up and running as soon as possible due to the fact that the public will start using this parking lot and it will be unlit unless we use portable lights until the time we get the lighting installed.

Respectfully,

Charles A. Juden III
Director of Public Safety

Chelsea Electric Company Inc.

Commercial/Industrial Electrical Contractor

87 Lesley Lane Sikeston, MO 63801 Phone 573-481-9976

Email tgrigory.chelseaelectric@gmail.com

Quote

To: Sikeston Public Safety

Date: 12/24/2013

201 South Kingshighway

Sikeston, Missouri 63801

Email/Fax N/A

Attention: Chief Drew Juden

Project:

Install two (2) 20ft tall light poles and concrete pole bases for new parking area. Pick up power from existing light poles on east side of the Board of Municipal Utilities. Each pole light will have a bull horn assembly with two (2) adjustable mount flood lights. Each pole will also include a 120 volt weather proof duplex receptacle. Receptacle power will brought from the Board of Municipal Utilities power distribution panel in basement. The receptacle feeder circuit will be pulled through the existing conduit feeding the pole lights and extend on to the new pole lighting.

Addendums received: None

Insurance- Work comp, General Liability, Auto

Exclusions: (Work not included in price) NONE

Option No. 1

Lighting type HID 400 watt metal halide

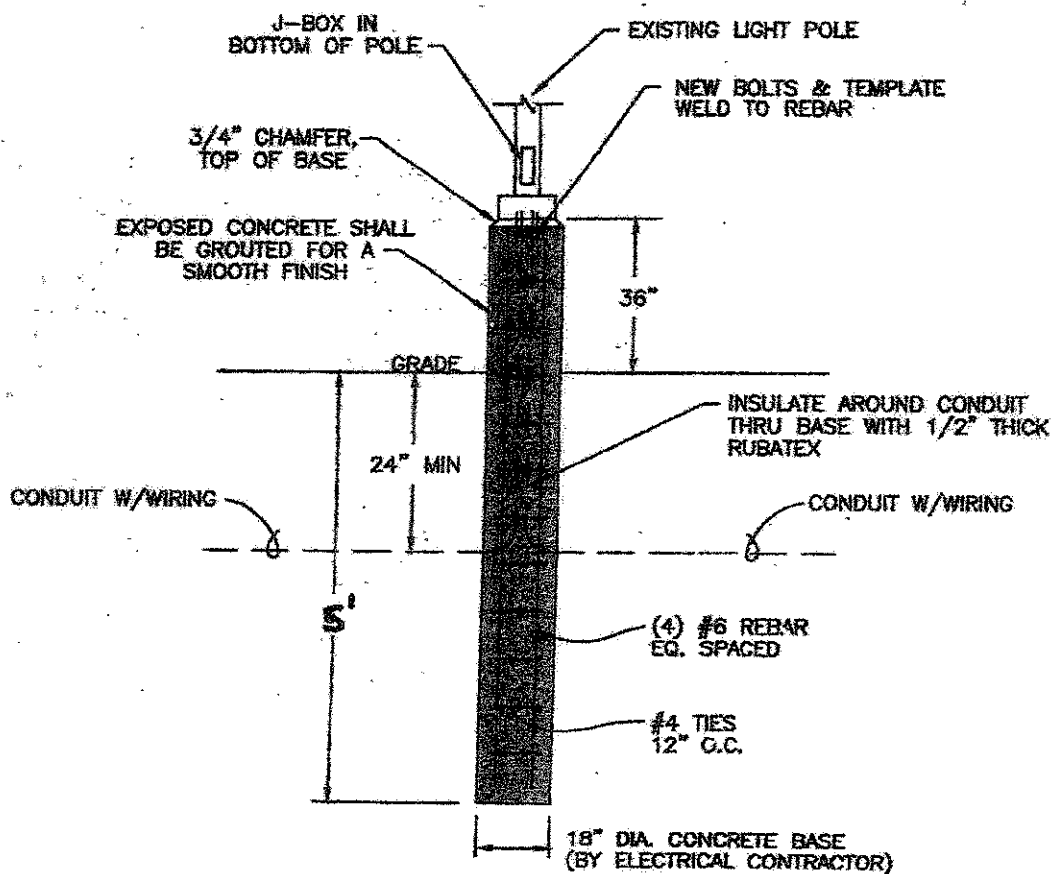
Total quote price (tax excluded) \$ 5,525.00

Option No. 2

Lighting type 80 watt LED

Total quote price (tax excluded) \$ 9,460.00

Authorization signature _____



LIGHT POLE DETAIL
 NOT TO SCALE



825 S. MAIN ST.
P.O. BOX 189
SIKESTON, MO. 63801-0189
PHONE 573 / 471-4432
FAX 573 / 471-3502
1-800-456-4492
Website: www.decotaelectric.com

TO: DREW JUDEN - SIKESTON DPS
471-6220

ORDER NUMBER		166062-00		PAGE
DATE ORDERED		03/14/14		1
SHIP INSTRUCTIONS		COUNTER SALE		
CASH SALE QUOTE		03/14/14		

S
H ***** CASH SALE TAXABLE *****
P
T
O

TAX	WH SALESMAN	CUSTOMER	CUSTOMER ORDER NO.	TELEPHONE NO.	TERMS	FAX		
1	1	MJR	000115		C.O.D.			
LINE	ITEM NUMBER	DESCRIPTION	QUANTITY ORDERED	QUANTITY SHIPPED	BACKORDERED	UNIT PRICE	U/M	EXTENDED PRICE
1	STERND50PFSPPT771	D650-PF/SP/PT/7714TFPS/150MHP 480/MED/RE30/BK	6			2610.46	E	15662.76
2	BATCMP150ED17UPS	MC150/ED17/U/PS 150M MH 55860	6			9.94	E	59.64
3		8-10 WEEK LEAD TIME						
		MERCHANDISE SUB-TOTAL						15722.40
		SALES TAX						1253.86
FREIGHT CHARGES		FILED BY						
CUSTOMER SIGNATURE								
SUBTOTAL		15722.40						
MISC. CHARGES								

drewj@sikeston.org

D650 / D650SR BOULEVARD SERIES

SPECIFICATIONS

D650/5P/PT/7714TFP5/150MHMPMT/RE3G/PF/BK

GENERAL

The D650 Boulevard series is a traditional acorn style fixture which consists of a decorative cast aluminum fitter, cast ballast housing assembly and polycarbonate or acrylic clear textured acorn globe. It shall be appointed with a cast aluminum decorative 4 vane finial.

FITTER - STANDARD

The fitter shall be heavy wall cast aluminum, 356 alloy for high tensile strength. It shall have an 8 1/2" inside diameter opening to attach to the 8" neck of the acorn globe. When ordered with a Sternberg aluminum pole, the fitter shall be welded to the pole top or tenon for safety and to ensure the fixture will be plumb, secure and level over the life of the installation. The fitter shall have a one-piece ring bug gasket to resist insect penetration into lamp assembly.

STANDARD FITTER-TL FOR QUICK & TOOL-LESS REMOVAL OF ACORN

The fitter shall be heavy wall cast aluminum, 356 or 360 alloy for high tensile strength. It shall have an 9 1/4" inside diameter opening to attach to the 8" neck of the acorn globe. When ordered with a Sternberg aluminum pole, the fitter shall be set screwed to the pole top or tenon. The fitter shall have an aluminum die cast twist-lock mechanism for tool-less, 1/4 turn installation and removal of acorn globe. The acorn is provided with a die cast mating collar which is easily removed and reused if acorn replacement is ever performed.

990 FITTER SERIES OPTION

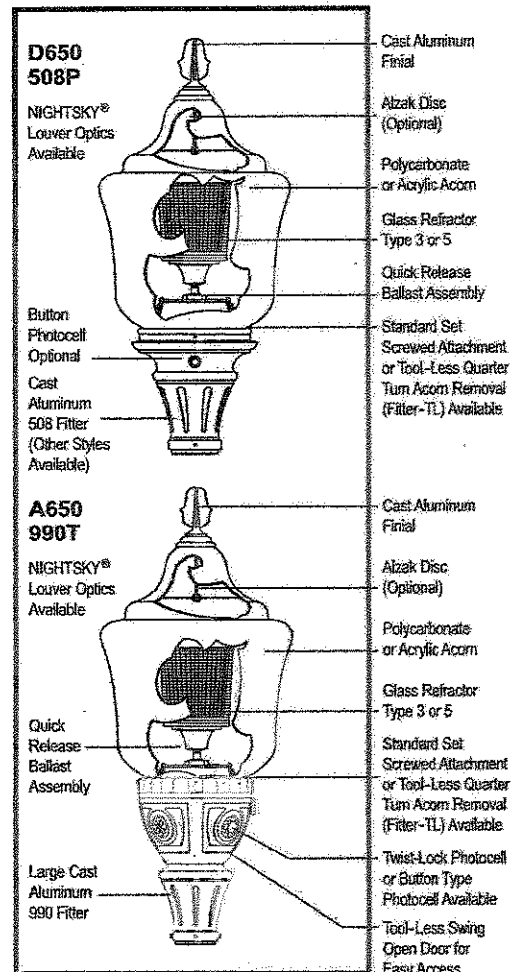
The fitter shall be heavy wall cast aluminum, 360 die cast alloy for high tensile strength. It shall have a 9 1/4" inside diameter opening to attach to the 8" neck of the acorn globe. It shall have a hinged, tool-less entry door that provides open access to all of the components. The 990 shall have an optional terminal block for ease of wiring, an optional Twist-Lock Photocell receptacle, an optional single GFCI outlet for auxiliary power needs. The top mounted ballast mounting plate shall be cast aluminum and provide tool-less removal from the housing using 2 finger latches. When ordered with a Sternberg aluminum pole, the fitter shall be set screwed to the pole top or tenon. The fitter shall have a one-piece ring bug gasket to resist insect penetration into lamp assembly. When supplied with GFI receptical a hole will be provided for cord and plug installation with the access door closed. When cord and plug is not in use a filler plug will be provided and shall be tethered to the fitter for easy recovery and installation.

990 TL FITTER (OPTIONAL)

The TL (Twist-Lock) fitter version of the 990 shall have an aluminum die-cast twist-lock mechanism. The tool-less 1/4 turn action allows for easy globe removal and replacement. A die-cast ring assembly is mechanically attached to the globe and is removable if the globe is broken or replaced.

ELECTRICAL

Fixture shall be U.L. or E.T.L. listed in U.S. and Canada. H.I.D. ballasts shall be high power factor with lamp starting down to -30 degrees C. Medium base and mogul base porcelain sockets are 4KV rated. The ballast/socket assembly shall be pre-wired when ballast is located in the fitter. All compact fluorescent (PL) ballasts shall be instant start electronic with a starting temperature of down to 0 degrees F. They shall have a 4-pin socket to accept quad or triple tube lamps. Ballasts shall be DOE EISA compliant. See XRLED-D650 spec sheet for LED conversions.



EPA = 1.04 (ft²)
WEIGHT = 15 LBS

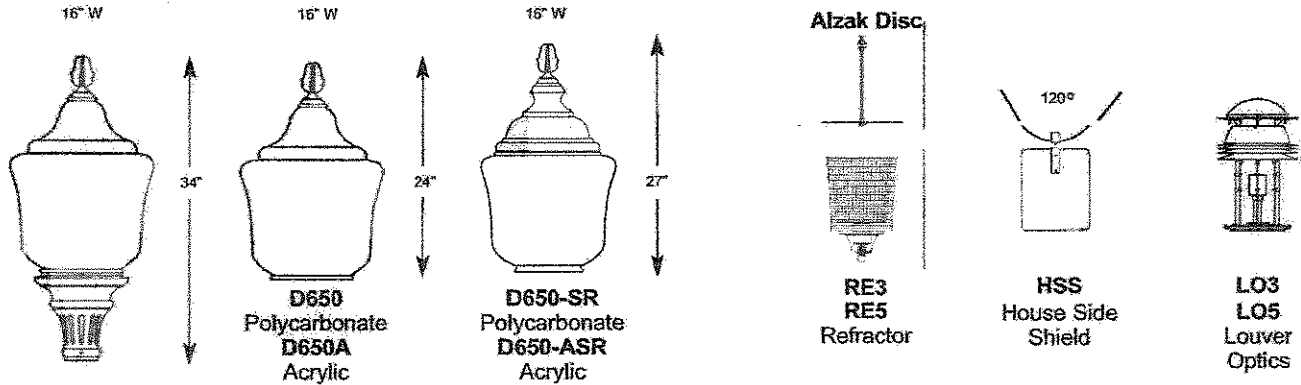
LIST NO.
D650/D650SR
BOULEVARD
SERIES

See LED SECTION for Specifications on D650SR LED BOULEVARD SERIES and XRLED-D650 for LED conversion

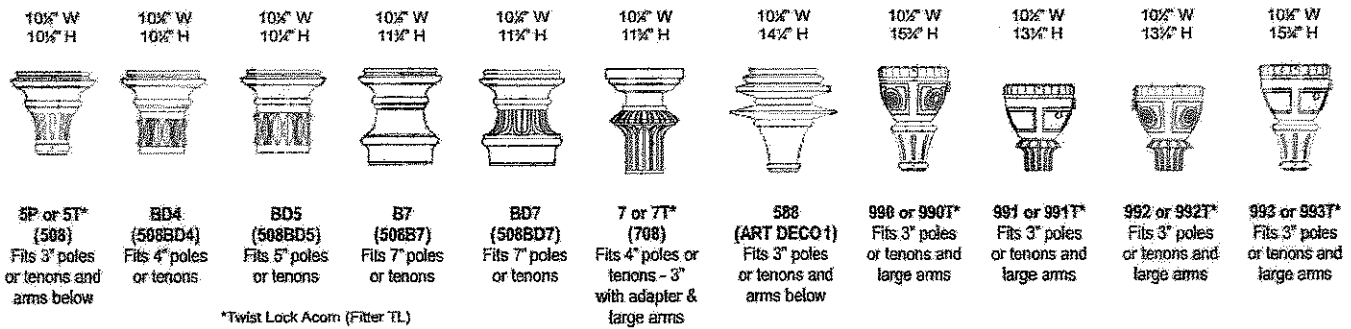
D650 / D650SR BOULEVARD

ACORNS / FITTERS / ARMS PM - WB

ACORNS / OPTICAL SYSTEMS

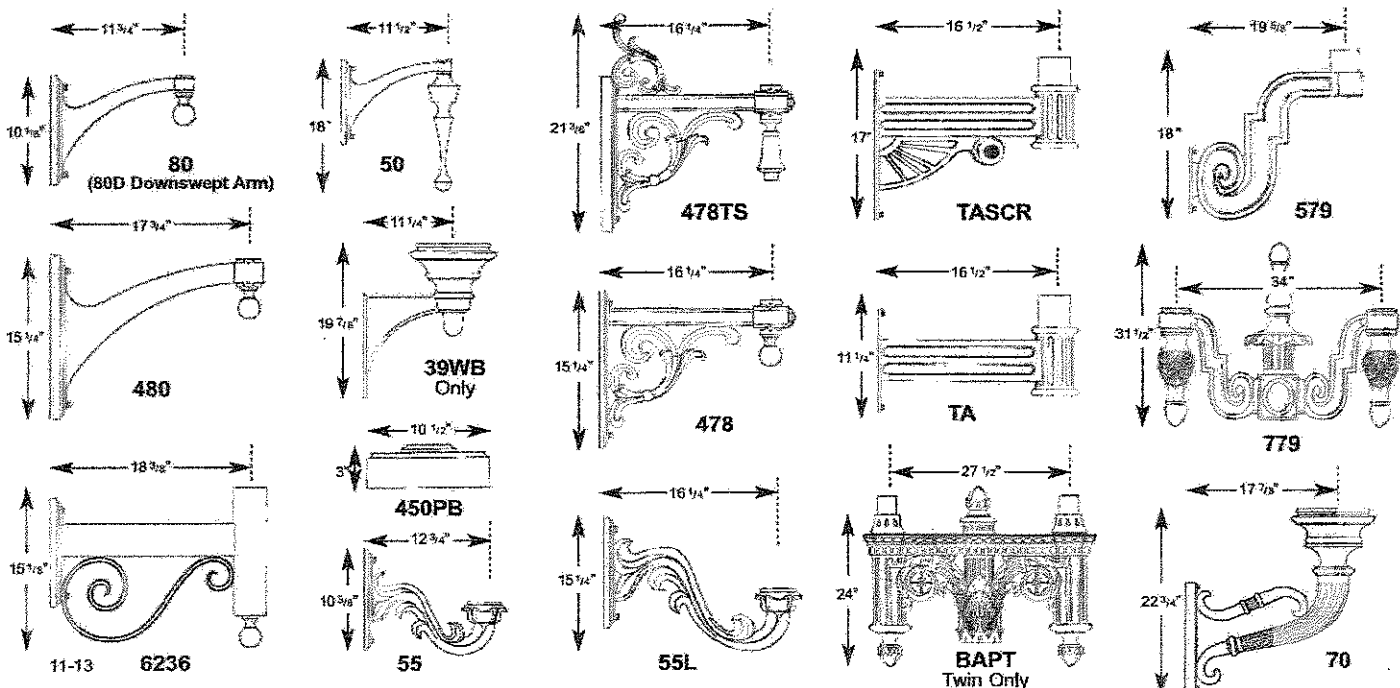


FITTERS



ARMS - POST MOUNT (PM) or WALL BRACKETS (WB)

See Arms Section for more information





7700 BIRMINGHAM SERIES

SPECIFICATIONS

GENERAL

The ____ ft tall* decorative post shall be aluminum, one-piece construction. The 16" diameter cast aluminum fluted base shall be constructed with a ____ inch diameter aluminum shaft. The model shall be Sternberg Lighting #7700 or #7700R for candy cane poles. The pole shall be U.L. or E.T.L. listed in U.S. and Canada.

CONSTRUCTION

The base shall be designed with a tall and smoothly curved pedestal bottom section and transition to a tall twelve flute vertical base section and shall be made of heavy wall, 356 alloy cast aluminum. It shall have a large access door and a 1" thick floor cast as an integral part of the base. The shaft shall be double circumferentially welded internally and externally to the base for added strength.

____ The **smooth tapered shaft** shall be made of ASTM 6063 extruded aluminum and tempered to a T6 condition.

____ The **smooth straight shaft** shall be made of ASTM 6063 extruded aluminum and tempered to a T6 condition.

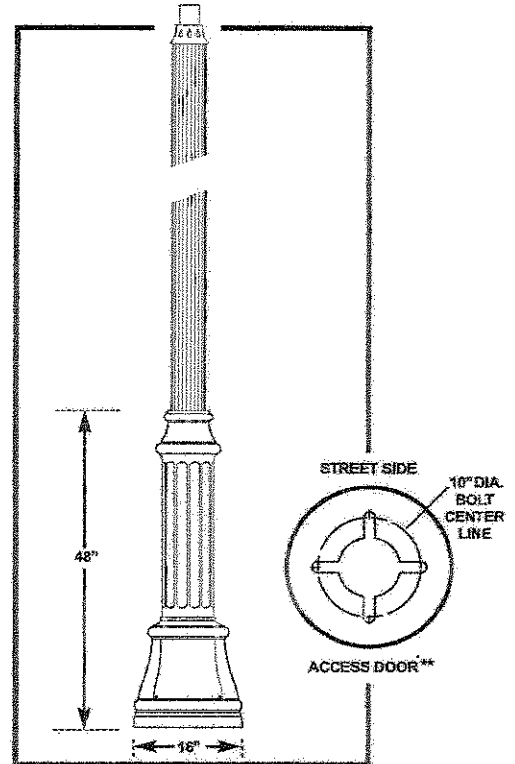
____ The **straight fluted shaft** shall be made of ASTM 6061 extruded aluminum and tempered to a T6 condition. It shall have a decorative fluted 3" O.D. tenon.

____ The **tapered fluted shaft** shall be made of heavy wall, 356 alloy cast aluminum

INSTALLATION

Four 3/4" diameter, hot-dipped galvanized "L" type anchor bolts shall be provided with the post for anchorage. A generously sized door shall be provided for wiring and anchor bolt access. It shall be secured with tamper proof, stainless steel hardware. Post will be provided with a grounding stud mounted on the base floor opposite the access door.

Indicate the type of shaft needed (above)



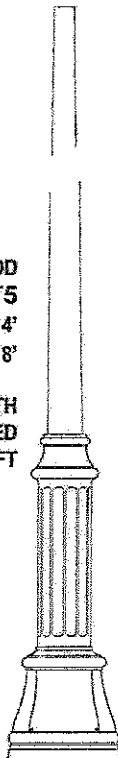
**See installation template for exact door position.
Bolt circle dimensions may change on taller poles.

Cast Aluminum-Extruded Poles

16" Diameter Base x 48" High

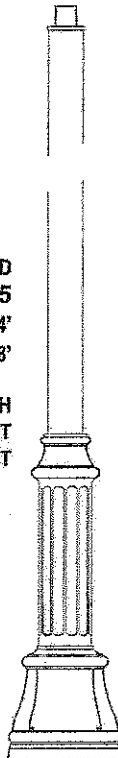
5" - 3" OD
77 ____ ' T5
08' 10' 12' 14'
16' 18'

SMOOTH
TAPERED
SHAFT



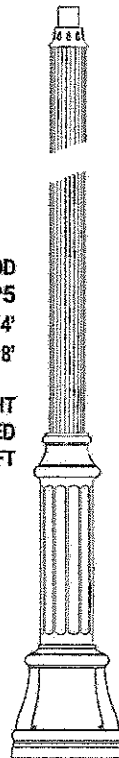
5" OD
77 ____ ' P5
08' 10' 12' 14'
16' 18'

† SMOOTH
STRAIGHT
SHAFT



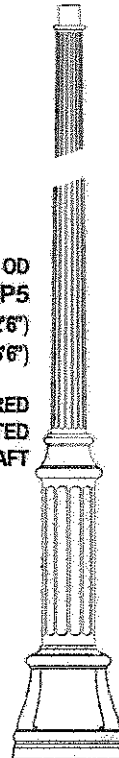
5" OD
77 ____ ' FP5
08' 10' 12' 14'
16' 18'

† STRAIGHT
FLUTED
SHAFT



5" - 3" OD
77 ____ ' TFP5
11' (11'6") 12' (12'6")
14' (14'6") 16' (16'6")

TAPERED
FLUTED
SHAFT



*For candy cane poles insert ____ AG ft. (feet - above grade height). See diagram on reverse side.

† Tenon not supplied if fixture or arm slips 5" O.D.

7700 BIRMINGHAM SERIES

POSTS / OPTIONS / POST CAPS

BUILDING A PART NUMBER

Straight Poles

MODEL/HEIGHT/SHAFT	POST CAP CENTER	OPTIONS	FINISH
77 14 FP5	BCC	FH	BK

Candy Cane Poles

MODEL/HEIGHT/SHAFT	HEIGHT ABOVE GRADE	OPTIONS	FINISH
77 00 RT5	14 AG		BK

Part Number Selections

MODEL	HEIGHT	SHAFT†
• 77	• 08'	• T5: 5'-3" Tapered Smooth
	• 10'	• P5: 5" Straight Smooth
	• 11'	• FP5: 5" Straight Fluted
	• 12'	• TFP5: 5'-3" Tapered Fluted*
	• 14'	
	• 15'	* Available in 11' (11'6") 12' (12'6")
	• 16'	14' (14'6") 15' (15'6")
	• 17'	
	• 18'	

OPTIONS AVAILABLE

• GFI	• SBAR	• PCD
• GFB	• DSPA	• SH
• FH	• DHPA	• SB
• SBA	• PA478	• WHK
• DBA		
• DB Direct Burial	• HB Helix Burial	

Part Number Selections

MODEL	HEIGHT	SHAFT†
• 77	• 00	• RT5: 5'-3" Tapered Smooth
		• RP5: 5" Straight Smooth
		• RFP5: 5" Straight Fluted
		• RTFP5: 5'-3" Tapered Fluted*
		* Available in 13' (11'6") 14' (14'6")
		16' (16'6") 18' (18'6")

POST CENTER CAP
(If Required)

• BCC
• FCC
• SCC
• TFCC
• SSCC

STANDARD FINISHES*

• BKT Black Textured
• WHT White Textured
• PGT Park Green Textured
• ABZT Architectural Medium Bronze Textured
• DBT Dark Bronze Textured

*Smooth Finishes are available upon request

CUSTOM FINISHES

• OI Old Iron

• RT Rust
• WBR Weathered Brown
• CD Cedar
• WBK Weathered Black
• TT Two Tone

STERNBERG SELECT FINISHES

• VG Verde Green
• SI Swedish Iron
• OWGT Old World Gray Textured

† See first page for height restriction.



OPTIONS AVAILABLE

See Accessories Section for more options and information



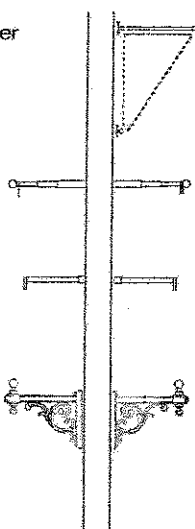
GFI - Ground Fault Interrupter mounts in the pole

GFB - Ground Fault Breaker *inside* base

FH - Flag Pole Holder mounts on the pole

SBA - Single Banner Arm mounts on the pole

DBA - Double Banner Arms mount on same side of the pole



SBAR - Single Banner Arm and Ring

DSPA - Double Stepped Planter Arms mount on either side

DHPA - Double Hooked Planter Arms mount on either side

PA478 - Decorative Planter Arms with planter rings



PCD - Photo Control mounts on door on pole

SH - Speaker Hub for mounting speaker, floodlight or signal

SB - Sign Bracket mounts on pole to hold signs

WHK - Wreath Hook mounts on pole to hold decorations

POST CENTER CAPS (If Required)



BUILDING A PART NUMBER**POST & ARM FIXTURES**

ARM MOUNTED FIXTURE	CENTER POST TOP FIXTURE (PT)	POST	POST CAP	LIGHT SOURCE BALLAST	OPTICS	OPTIONS	FINISH
NO. OF ARMS	ACORN/FITTER/POSTARM	ACORN/FITTER	(See Post Section)	WATTS / TYPE / VOLTS			
2	D650/5P/50PM	D650/5P PT	3412 FP4	100 HPS120	RE5	PEC1/QR	BKT

WALL FIXTURES

ACORN/FITTER/WALLBRACKET	LIGHT SOURCE BALLAST	OPTICS	OPTIONS	FINISH
D650/5P/50WB	100 HPS120	RE5	PEC1	BKT


PIER FIXTURES
 Uses same information
 boxes as wall fixture

 D650/5P/450PB
 ACORN / FITTER / PIER BASE
PART NUMBER SELECTIONS**ACORNS²**

- D650
- D650A
- D650SR
- D650ASR

FITTERS

- 5P or 5T
- 7 or 7T
- 990 or 990T
- 991 or 991T
- 992 or 992T
- 993 or 993T
- BD4
- BD5
- BD7
- B7
- 588

POST ARMS

- 50PM
- 50DPM
- 478PM
- 478TSPM
- 70PM**
- 80PM
- 80DPM
- 480PM
- 480DPM
- 55PM
- 55LPM
- 6236PM
- 579PT
- TAPT
- TASCRT
- BAPT

PIER BASE

- 450PB

**WALL
BRACKET
ARMS**

- 50WB
- 50DWB
- 478WB
- 478TSWB
- 70WB**
- 80WB
- 80DWB
- 480WB
- 480DWB
- 55WB
- 55LWB
- 6236WB
- 579WB
- TAWB
- TASCRTWB
- 39WB**

**No fitter required

BALLASTS³

- 35HPS¹
- 50HPS
- 70HPS
- 100HPS
- 150HPS
- 250HPS
- 50MHP
- 70MHP
- 100MHP
- 150MHP
- 200MHP
- 250MHP
- LED Conv.⁵

OPTICS

- RE3
- RE5
- ALZAK
- HSS
- LO3
- LO5

LAMPS⁵

- HPS35/MED
- HPS50/MED
- HPS70/MED
- HPS100/MED
- HPS150/MED
- HPS250/MOG/ED18
- MHP50/MED
- MHP70/MED
- MHP100/MED
- MHP150/MED
- MHP200/MOG/ED28
- MHP250/MOG/ED28
- LED Conv.⁶

VOLTAGES

- 120
- 208
- 240
- 277
- 480
- MULTI
(120-277)

STANDARD FINISHES*

- BKT Black Textured
- WHT White Textured
- PGT Park Green Textured
- ABZT Architectural Medium Bronze Textured
- DBT Dark Bronze Textured

*Smooth Finishes are available upon request

CUSTOM FINISHES

- OI Old Iron
- RT Rust
- WBR Weathered Brown
- CD Cedar
- WBK Weathered Black
- TT Two Tone

**STERNBERG SELECT
FINISHES**

- VG Verde Green
- SI Swedish Iron
- OWGT Old World Gray Textured

OPTIONS

- PEC1 Photocell-Bimetal 120 Volt
- PEC2 Photocell-Bimetal 208-277 Volt
- PEC1-E Photocell-Electronic 120 Volt
- PEC2-E Photocell-Electronic 208-277 Volt
- R⁴ Receptacle Only for Twist-Lock Photo Cell
- R1⁴ Twist-Lock Photo Cell 120-277 Volt
- G⁴ GFI-Duplex 15 amp for 990 Fitter
- FHS Single Fuse & Holder - 120, 277 Volt
- FHD Dual Fuse & Holder - 208, 240, 480 Vol
- QR Quartz Re-Strike
- PF per arm Pineapple Finial or Font (for TA, TASCRT)
- BF per arm Ball Finial or Font (for TA, TASCRT)
- LAMPS Select from List

NOTES:¹ 35HPS is 120 volt only.² White polycarbonate acorns are available specify WP after acorn number.³ Medium base sockets standard with ballasts up to 150 watts.

Mogul base sockets are standard with ballasts 200 watts and over. 4-pin for PL.

⁴ For 990 or 990T series fitter only.⁵ Metal halide systems are pulse start.⁶ See XRLD-D650 spec sheet.**SternbergLighting**ESTABLISHED 1923 / EMPLOYEE OWNED
 555 Lawrence Ave. Roselle, IL 60172 • 847-588-3400 • Fax 847-588-3440
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Council Letter

Council Letter: 14-03-31

Originating Department: Governmental Services

Subject: First Reading Bill 5952, Re-adoption of Fair Housing Policy

To the Mayor and City Council:

Attachments:

1. Bill 5952

Action Options:

1. Conduct first reading of Bill 5952
2. Other action as Council deems appropriate

Background:

Bill 5952 calling for the re-adoption of the City's Fair Housing Policy is being submitted for first reading. Annual re-adoption of this policy is required to maintain compliance with State CDBG funding requirements. Bill 5911 defines discriminatory practices and establishes a Fair Housing Committee to hear violations of municipal Fair Housing Complaints and eliminate alleged discriminatory practice by conference and conciliation. (The Housing Authority Board of Commissioners serves as the Fair Housing Committee.)

Council action on the Bill has been scheduled for April 7, 2014.

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 5911, PROVIDING "FAIR HOUSING" FOR THE CITY OF SIKESTON, MISSOURI, DEFINING DISCRIMINATORY HOUSING PRACTICES, AND CREATING A FAIR HOUSING COMMITTEE.

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

SECTION I: This Ordinance shall not be codified in the City Municipal Code.

SECTION II: Declaration of Policy: The City Council of the City of Sikeston hereby declares it to be the public policy of the City to eliminate discrimination and safeguard the right of any person to sell, purchase, lease, rent or obtain real property without regard to race, sex, color, national origin, ancestry, religion, religious affiliation, handicap and without regard to whether a family has children. This ordinance shall be deemed an exercise of the police powers of the City of Sikeston, Missouri, for the protection of the public welfare, prosperity, health and peace of the people of Sikeston.

SECTION III. Definitions. For the purpose of this ordinance, the following terms, phrases, words and their derivations shall have the meaning given herein unless the context otherwise indicates.

- A. Person shall include any individual, firm, partnership or corporation.
- B. Aggrieved Person shall include any person who is attempting to provide housing for himself and/or his family in the City of Sikeston, Missouri.
- C. Discriminate shall mean distinctions in treatment because of race, sex, color, religion, handicap, familial status or national origin of any person.

SECTION IV. Discriminatory Practices. It shall be a discriminatory practice and a violation of this ordinance for any person to:

- A. Refuse to sell or rent after the making of a bona fide offer, or to refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny, a dwelling to any person because of race, sex, color, religion, religious affiliation, handicap, familial status, or national origin of any person.
- B. Discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of race, sex, color, religion, religious affiliation, handicap, familial status, or national origin.
- C. Make, print, or publish, or cause to be made, printed or published any notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on race, sex, color, religion, religious affiliation, handicap, familial status, or national origin, or an intention to make any such preference, limitation, or discrimination.
- D. Represent to any person because of race, sex, color, religion, religious affiliation, handicap, familial status, or national origin that any dwelling is not available for inspection, sale or rental when such dwelling is in fact so available.
- E. For profit, to induce or attempt to induce any person to sell or rent any dwelling by representations regarding the entry or prospective entry into the neighborhood of a person or persons of a particular race, sex, color, religion, religious affiliation, handicap, familial status, or national origin.

- F. Bars discrimination in the sale or rental of housing on the basis of a handicap, and requires the design and construction of new multi-family dwelling with four (4) or more units to meet certain adaptability and accessibility requirements.
- G. Bars discrimination in the sale or rental of housing because a family has children, but exempts certain types of buildings that house older persons, e.g. Section 202 housing.

SECTION V: Discrimination in the Financing of a House. It shall be unlawful for any bank, building and loan association, insurance company or other corporation, association, firm or enterprise whose business consists in whole or in part in the making of commercial real estate loans, to deny a loan to a person applying therefore for the purpose of purchasing, constructing, repairing, or maintaining a dwelling, or discriminate against any person in the fixing of the amount or conditions of such loan, because of the race, sex, color, religion, religious affiliation, handicap, familial status, or national origin of such person or of any person associated with him in connection with such financing.

SECTION VI. Exemptions. The provisions of this ordinance and particularly Section IV hereof, shall not apply to the following:

- A. The sale or rental of a dwelling unit in a building, which contains housing accommodations with no more than four (4) families living independently of each other, if the owner resides in one of the units.
- B. Housing need not be made available to a person who is a direct threat to the health or safety of others or who currently uses illegal drugs.
- C. Religious organizations and private clubs may limit the sale, rental or occupancy of housing owned or operated for other than a commercial purpose, to their members.
- D. Any single family house sold or rented by an owner provided that such house is sold or rented:
 - 1. without the use of sales or rental facilities or services of real estate brokers, agents, salesmen, or persons in the business of selling or renting dwelling, and
 - 2. without the publication, posting or mailing of any advertisement in violation of Section 3c of this ordinance.

provided however, that:

- 1. nothing in this provision shall prohibit the use of attorneys, escrow agents, abstractors, title companies, and other such professional assistance as necessary to perfect or transfer the title, and
 - 2. that any such private individual owner does not own any interest in, nor is there owned or reserved on his behalf, under any express or voluntary agreement, title to or any right to all or a portion of the process, from the sale or rental of more than three such single family houses at any one time.
- E. For the purposes of subsection e, a person shall be in the business of selling or renting dwelling if:
 - 1. he has, within the preceding twelve months, participated as a principal in three or more transactions involving the sale or rental of any dwelling or any interest therein, or
 - 2. he has, within the preceding twelve months, participated as an agent, other than in the sale of his own personal residents in providing sales or rental facilities or sales or rental services in two or more transactions involving the sale or rental of any dwelling or any interest therein, or
 - 3. he is the owner of any dwelling designed or intended for occupancy, by or occupied by five or more families.

SECTION VII. Administration:

- A. There is hereby created a Fair Housing Committee whose membership shall consist of five members, who shall be appointed by the Mayor of the City with the approval of the City Council.
- B. Every complaint of a violation of this ordinance shall be referred to the Fair Housing Committee. The Fair Housing Committee shall forthwith notify the person against whom the complaint is made. The identity of the aggrieved person shall be made known to the person against whom the complaint is made at that time. If the Fair Housing Committee, after investigation, finds there is no merit to the complaint, the same shall be dismissed. If the Fair Housing Committee finds that there is merit in the complaint, in their opinion, then and in that event, the Fair Housing Committee will endeavor to eliminate the alleged discriminatory practice by conference and conciliation.
- C. If the Fair Housing Committee is unable to eliminate the alleged discriminatory practice by a conference and conciliation, then and in the event, the Fair Housing Committee shall forward said complaint to the City Attorney for handling. The final determination of whether or not to prosecute on said complaint shall be left to the City Attorney.

SECTION VIII. Enforcement.

- A. Any person convicted of a violation of this ordinance shall be punished by a fine of not more than two hundred (\$200.00) or confinement in the County jail for not more than thirty (30) days, or both such fine and imprisonment.
- B. The City Attorney, instead of filing a complaint in Municipal Court of said City, may, as an alternative remedy, seek to have the alleged discriminatory practices abated by an action for an injunction to be maintained in the appropriate Circuit Court of the State of Missouri.

SECTION IX: General Repealer Section: Any ordinance or parts thereof inconsistent herewith are hereby repealed.

SECTION X: Severability: Should any part or parts of this ordinance be found or held to be invalid by any court of competent jurisdiction, then the remaining part or parts shall be severable and shall continue in full force and effect.

SECTION XI: Savings Clause. This ordinance shall not affect violations of any other ordinance, code or regulation of the City of Sikeston existing prior to the effective date hereof. Any such violations shall be governed and shall continue to be punishable to the full extent of the law under the provisions of those ordinances, codes or regulations in effect at the time the violation was committed.

SECTION XII: Record of Passage:

- A. Bill Number 5952 was introduced and read the first time this 31st day of March 2014.
- B. Bill Number 5952 was read the second time and discussed this 7th day of April 2014, and voted as follows:

Burch, _____, Depro, _____, Hedrick, Absent

Gilmore, _____, Teachout, _____, Harris, _____

Pullen, _____, thereby being

_____, and

becoming ordinance 5952.

C. Ordinance 5952 shall be in full force and effect from and after May 7, 2014.

Jerry Pullen, Mayor

Approved as to form
Chuck Leible, City Counselor

Seal / Attest

Carroll Couch, City Clerk

Memorandum

To: Mayor & City Council Members
From: Jonathan "J.D." Douglass, City Manager
Date: 03/26/14
Re: City Manager's Report for 03/31/14 Council Meeting

DPS sponsored 5K raises over \$5,000 for Special Olympics

On March 15 the Department of Public Safety held their first Special Olympics St. Patrick's Day 5K. The event raised \$5,152 for Special Olympics of Missouri. A total of 103 runners participated and many positive comments about the event were received.