



City of Sikeston

TENTATIVE AGENDA  
REGULAR CITY COUNCIL MEETING  
SIKESTON CITY HALL

Monday, April 7, 2014  
5:00 P.M.

- I. CALL TO ORDER
- II. RECORD OF ATTENDANCE
- III. OPENING PRAYER
- IV. PLEDGE OF ALLEGIANCE
- V. APPROVAL OF CITY COUNCIL MINUTES
  - A. Regular City Council Meeting March 10, 2014
  - B. Special City Council Meeting March 24, 2014
  - C. Special City Council Meeting March 31, 2014
- VI. ACCEPTANCE OF BOARD AND COMMISSION MINUTES
  - A. Department of Economic Development-Exec. Session July 9, 2013
  - B. Department of Economic Development-Exec. Session August 19, 2013
  - C. Department of Economic Development-Exec. Session September 10, 2013
  - D. Department of Economic Development January 14, 2014
  - E. Housing Authority January 13, 2014
  - F. Housing Authority February 10, 2014
  - G. LCRA February 18, 2014
  - H. Library Board February 10, 2014
  - I. Park Board January 13, 2014
  - J. Park Board February 10, 2014
- VII. PRESENTATIONS

Employee of the Second Quarter

Missouri Bootheel Regional Consortium Presentation, Prevention of Teenage Pregnancy
- VIII. ITEMS OF BUSINESS
  - A. Award of Liability Insurance Bids
  - B. Award Bid 14-26, Exterior Painting of Essex Building
  - C. Award Bid 14-25: Tennis Court Resurfacing
  - D. 2<sup>nd</sup> Reading and Consideration of Bill #5953, Authorization to Replat Lot 2 of Venable's Addition
  - E. 2<sup>nd</sup> Reading and Consideration of 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. 2<sup>nd</sup> Reading and Consideration of Bill #5952, Re-adoption of Fair Housing Policy
- G. Briefing: Mowing of LCRA Lots
- H. Briefing: Wakefield Avenue Bridge Project
- I. Other Items As May Be Determined During the Course of the Meeting

IX. COMMUNICATIONS FROM CITY COUNCIL

X. ADJOURNMENT INTO EXECUTIVE SESSION

Property (RSMo 6.10.021(2))  
Litigation (RSMo 6.10.021(1))

XI. ADJOURNMENT

Dated this 3<sup>rd</sup> day of April 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.

**REGULAR CITY COUNCIL MEETING**  
**MARCH 10, 2014**

The regular Sikeston City Council meeting of March 10, 2014 was called to order at 5:00 p.m. in the City Council Chambers, located at 105 East Center, Sikeston. Present at the meeting were Councilmen Steven Burch, Bob Depro, Jon Gilmore, and Kathy Teachout. Mayor Jerry Pullen and Councilman Maude Harris were absent. Staff in attendance were: City Counselor Chuck Leible, City Manager Jonathan Douglass, City Clerk Carroll Couch, City Treasurer Karen Bailey, Governmental Services Director Linda Lowes, Economic Development Director Ed Dust, Public Safety Captain Mike Williams, Public Works Director Jay Lancaster, Parks Director Jiggs Moore, Sr. Building Official Collin Cecil, and Street Superintendent Brian Dial.

**APPROVAL OF CITY COUNCIL MINUTES**

City Council minutes of February 3, 2014 and February 24, 2014 were presented for approval. Councilman Depro moved to approve the minutes as presented. Councilman Gilmore seconded the motion and the following roll call vote was recorded:

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

**ACCEPTANCE OF BOARD AND COMMISSION MINUTES**

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

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

**ITEMS OF BUSINESS**

City Counselor Leible removed himself from the meeting. Chip Thornton was present to provide legal counsel to the City Council.

**Bill 5950, Request to Rezone Harry Avenue from R-6 Planned Manufactured Housing District to R2-Single Family Residential District**

Councilman Depro moved for the second reading of Bill Number 5950. The motion was seconded by Councilman Burch and the following vote recorded:

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

Counselor Leible presented the bill for reading.

BILL NUMBER 5950

ORDINANCE NUMBER 5950

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 5950 PROVIDING FOR THE REZONING FROM R-6, PLANNED MANUFACTURED HOUSING DISTRICT TO R-2, SINGLE FAMILY RESIDENTIAL DISTRICT, THE FOLLOWING DESCRIBED REAL ESTATE TO-WIT: ALL OF LOTS NUMBERED 1-23 OF BLOCK NUMBERED 6 AND ALL OF LOTS NUMBERED 22-43 OF BLOCK NUMBERED 5 IN FELKER-SHARP ADDITION TO THE CITY

OF SIKESTON, SCOTT COUNTY, MISSOURI; AND WHICH ARE ALL LOTS ABUTTING HARRY AVENUE, SIKESTON, 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 & Zoning Commission met on February 11, 2014 and voted to approve the rezoning from R-6, Planned Manufactured Housing District to R-2, Single Family Residential District, the following described real estate to-wit: All of Lots Numbered 1 - 23 of Block Numbered 6 and all of Lots Numbered 22 - 43 of Block Numbered 5 in Felker - Sharp Addition to the City of Sikeston, Scott County, Missouri; and which are all lots abutting Harry Avenue, Sikeston, Missouri.

SECTION III: A plat of said real estate is marked as Exhibit "A" attached hereto and incorporated by reference.

SECTION IV: The above tract of land is hereby rezoned from "R-6" Planned Manufactured Housing District to "R-2" Single Family Residential District.

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 5950 was introduced and read the first time this 24<sup>th</sup> day of February 2014.
- B. Bill Number 5950 was read the second time and discussed this 10<sup>th</sup> day of March 2014. Ruth Dillendar of Bertrand, Missouri and owning four lots on Harry Street addressed the Council on the proposed ordinance. Councilman Burch moved to approve Bill Number 5950. The motion was seconded by Councilman Depro, the following roll call vote was recorded:

Burch Aye, Depro Aye, Gilmore Aye, and Teachout Aye, thereby being passed, and becoming ordinance 5950.

- C. Ordinance 5950 shall be in full force and effect April 10, 2014.

Bill Number 5951, Request to Rename Harry Avenue to Dockins Drive

Councilman Burch moved for the second reading of Bill Number 5951. The motion was seconded by Councilman Gilmore and the following vote recorded:

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

Counselor Leible presented the bill for reading.

BILL NUMBER 5951

ORDINANCE NUMBER 5951

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 5951 CHANGING THE NAME OF HARRY AVENUE TO DOCKINS DRIVE.

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 & Zoning Commission met on February 11, 2014 and voted to approve the changing of the name of Harry Avenue to Dockins Drive.

SECTION III. The name of Harry Avenue is hereby changed to Dockins Drive.

SECTION IV. General Repealer Section: Any other 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, the remaining part or parts shall be severable and shall continue in full force and effect.

SECTION V: Record of Passage:

- A. Bill Number 5951 was introduced and read the first time this 24<sup>th</sup> day of February, 2014.
- B. Bill Number 5951 was read the second time and discussed on this 10<sup>th</sup> day of March, 2014. Councilman Gilmore moved to approve Bill Number 5951. The motion was seconded by Councilman Depro and the following roll call vote recorded:
- Burch Aye, Depro Aye, Gilmore Aye, and Teachout Aye, thereby being passed, and becoming Ordinance 5951.
- C. Ordinance 5951 shall be in full force and effect April 10, 2014.

A brief recess was held and Counselor Leible returned to the council chambers.

Authorization to Enter in an Agreement with Mitchell Insurance and HealthScope Benefits for Wellness Services

City Treasurer Bailey proposed a contract for wellness services with Mitchell Insurance and HealthScope Benefits at a cost of \$18.25/employee/month. Councilman Gilmore moved to authorize city staff to enter into an agreement with Mitchell Insurance and HealthScope Benefits for wellness services. The motion was seconded by Councilman Burch and the following roll call vote recorded:

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

Briefing, Authorization to Release an RFP for Commercial Mowing of LCRA Lots and Specific Non-City-Owned Properties

Director Lancaster explained there were approximately 300 lots being maintained by the City. The lots belong to the LCRA, some are abandoned, and some are derelict. He requested permission to issue an RFP for commercial mowing.

Briefing, Proposed Improvements to American Legion Park

Parks Director Jiggs Moore submitted plans for a proposed band shell for American Legion Park.

Award of Bid 14-17, Contractual Mowing of Parks, Rights-of-Ways and Nuisance Properties

Bids for contractual mowing services for a two (2) period were reviewed. The recommended twenty-two (22) contracts totaled \$59,681.70 per mowing season, representing a decrease of \$4,200.30. Staff recommended the following awards:

- Cox Lawn Care: Legion Park - \$40; Allen Blvd. median - \$115; Davis Blvd. - \$115; Malone Right-of-Way - \$449; Tanglewood Blvd. - \$59
- Custom Bush-Hogging: Clayton Park - \$70; Mary Lou Montgomery Park - \$80; R.S. Matthews - \$200; Lincoln Park - \$180; Malone Park - \$85
- S&K Lawncare: North End Park - \$30; Veteran's Park - \$100
- Twin Cedars Tree Service: Armory Park - \$19; Central Park - \$47.50; Roberta Rowe Park - \$190; Retention Basins - \$394.25; Rose Parkway - \$123.50; Broadway median - \$68.40
- Walters Lawn Care: City Cemetery - \$525; Rotary Park - \$195; Dudley Park - \$105; Plantation Blvd. - \$125

In addition, emergency mowing quotes were received:

- S & K Lawn Care, \$30/hour (first on call out list)
- Walters Lawn Care, \$30/hour (second on call out list)
- Custom Bush Hogging, \$35/hour (third on call out list)

Councilman Depro moved to award Bid Number 14-17 as recommended by city staff. The motion was seconded by Councilman Burch and the following roll call vote recorded:

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

Authorization to Seek Proposals for Bank Depository Services

The current City depository agreement expires June 30, 2014. City Treasurer Bailey requested permission to seek proposals for the next five (5) year period. Councilman Burch moved to authorize city staff to proceed with issuing an RFP for bank depository services. The motion was seconded by Councilman Gilmore and the following roll call vote recorded:

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

Establish Date and Authorize Selection of Facilitator for City Council Goal Setting Retreat

The date of July 12, 2014 was chosen for the city council and staff retreat. Councilman Depro moved to select the firm of Novak Consulting to conduct a professionally facilitated goal setting retreat. The motion was seconded by Councilman Burch and the following roll call vote recorded:

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

Other Items

An FY2015 Budget work session will be held at 4 p.m. on March 24, 2014.

On March 17, 2014, The Bootheel Regional Planning Commission will hold a public meeting in the Sikeston City Council Chambers to gather public input on transportation needs and projects in the region that could potentially be funded by a MODOT sales tax.

ADJOURNMENT INTO EXECUTIVE SESSION

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

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

Present at the meeting were Councilmen Steven Burch, Bob Depro, Jon Gilmore, and Kathy Teachout. Staff in attendance were: City Counselor Chuck Leible, City Manager Jonathan Douglass, City Clerk Carroll Couch, City Treasurer Karen Bailey, Governmental Services Director Linda Lowes, and Economic Development Director Ed Dust.

No action was taken in executive session.

ADJOURNMENT OUT OF EXECUTIVE SESSION

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

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

ADJOURNMENT

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

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

APPROVED:

JERRY PULLEN, MAYOR

ATTEST:

CARROLL L. COUCH, CITY CLERK

SEAL:



**SPECIAL CITY COUNCIL MEETING**  
**MARCH 24, 2014**

**CALL TO ORDER/RECORD OF ATTENDANCE**

The special Sikeston City Council meeting of March 24, 2014 was called to order at 4:00 p.m., in the City Council Chambers, located at 105 East Center, Sikeston. Present at the meeting were: Mayor Jerry Pullen and Councilmen Steven Burch, Bob Depro, Jon Gilmore, and Maude Harris. Councilman Kathy Teachout was absent. Staff in attendance were: City Manager Jonathan Douglass, City Clerk Carroll Couch, City Treasurer Karen Bailey, Governmental Services Director Linda Lowes, Public Works Director Jay Lancaster, and Director of Public Safety Drew Juden.

**ITEMS OF BUSINESS**

Budget Work Session

City Manager J.D. Douglass provided historical trend information in preparation of the FY2015 Budget. There was general discussion regarding personnel services.

**ADJOURNMENT**

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

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

APPROVED:

\_\_\_\_\_  
JERRY PULLEN, MAYOR

ATTEST:

\_\_\_\_\_  
CARROLL L. COUCH, CITY CLERK

SEAL:

**SPECIAL CITY COUNCIL MEETING**  
**MARCH 31, 2014**

**CALL TO ORDER/RECORD OF ATTENDANCE**

The special Sikeston City Council meeting of March 31, 2014 was called to order at 11:30 a.m., in the City Council Chambers, located at 105 East Center, Sikeston. Present at the meeting were: Mayor Jerry Pullen and Councilmen Steven Burch, Bob Depro, Jon Gilmore, and Maude Harris (arriving at 11:37 a.m.). Councilman Kathy Teachout was absent. Staff in attendance were: City Manager Jonathon Douglass, City Clerk Carroll Couch, City Treasurer Karen Bailey, Governmental Services Director Linda Lowes, Public Works Director Jay Lancaster, Street Superintendent Brian Dial, Director of Public Safety Drew Juden, Economic Development Director Ed Dust, It Director Dave Warren and Parks Director Jiggs Moore.

**ITEMS OF BUSINESS**

**Bill Number 5953, Authorization to Replat Lot 2 of Venable's Addition**

Councilman Depro moved for the first reading of Bill Number 5952. The motion was seconded by Councilman Gilmore and the following vote recorded:

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

City Clerk Carroll Couch presented the bill for reading. 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.

**Authorization to Issue Request for Proposals for Animal Shelter Services**

City Manager Jonathon Douglass briefed the Council regarding the City's contract with the Sikeston Area Humane Society. There have been several short term extensions, the most recent of which expires on March 31, 2014. He also solicited authorization to issue a request for proposals for shelter services.

Councilman Gilmore moved to approve the extension of the current contract with the Sikeston Area Humane Society until June 30, 2014 and to authorize the issuance of a request for proposals for shelter services. The motion was seconded by Councilman Burch and the following roll call vote recorded:

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

**Award of Hardware and Software Purchase for CISCO Call Manager Upgrade**

IT Director Dave Warren reported the City was able to obtain a firm quote from World Wide Technology, a CISCO partner and State contract vendor, in the amount of \$97,680. This reflects 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.

Councilman Depro moved to award the bid for the upgrade of the CISCO Call Manager to World Wide Technology in the amount of \$97,680. The motion was seconded by Councilman Burch and the following roll call vote recorded:

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

Authorization to Execute Street Crimes Task Force Agreement

Public Safety Director Drew Juden requested authorization for the Public Safety Department to participate in the Street Crimes Task Force. The cities of Cape Girardeau, Sikeston, Poplar Bluff, and Charleston have seen an influx of individuals traveling from city to city to perpetrate crimes upon the streets in their respective cities. This unit will focus on narcotics trafficking and other violent street crimes. The group will also consist of State and Federal partners who will assist. Sikeston will provide three officers, including the canine officer, and the license plate reader. On duty staffing will be utilized.

Councilman Burch moved to authorize the execution of the Street Crimes Task Force Agreement. The motion was seconded by Councilman Gilmore and the following roll call vote recorded:

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

Bill Number 5954, Authorized Execution of an Agreement Between the City and Missouri Highways Transportation Commission for Construction and Funding of a New Municipal Airport Terminal Building

Councilman Burch moved for the first reading of Bill Number 5954. The motion was seconded by Councilman Depro and the following roll call vote recorded:

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

City Clerk Carroll Couch presented the bill for reading. This bill as approved shall become Ordinance Number 5954 authorizing the mayor to execute a contract between the City of Sikeston, Missouri and Missouri Highways Transportation Commission providing for the funding and construction of a new terminal building at the Sikeston Municipal Airport.

Briefing, Tennis Court Resurfacing

Park Director Jiggs Moore briefed the City Council on costs associated with resurfacing the City's tennis courts in the Recreation Complex. Staff recommends the work be completed by General Acrylics for a total cost of \$14,900.

Briefing, Demolition of Village Green Shopping Center

Economic Development Director Ed Dust updated the Council regarding the demolition of the Village Green Shopping Center. The RFP for demolition is scheduled to be awarded at the April 28<sup>th</sup> council meeting.

Briefing, DPS Parking Lights

Director Juden briefed the Council on the parking lot lights. Council tabled further discussion until the April 7<sup>th</sup> meeting.

Bill Number 5952, Re-adoption of Fair Housing Policy

Councilman Depro moved for the first reading of Bill Number 5952. The motion was seconded by Councilman Burch and the following vote recorded:

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

City Clerk Carroll Couch presented the bill for reading. This bill as approved shall become Ordinance Number 5952, providing "Fair Housing" for the City of Sikeston, Missouri, defining discriminatory housing practices, and creating a Fair Housing Committee.

ADJOURNMENT INTO EXECUTIVE SESSION

Councilman Burch moved to adjourn into executive session for the discussion of litigation and property [RSMO 610.021 (1 & 2)]. The motion was seconded by Councilman Gilmore and the following roll call vote recorded:

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

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

No action was taken in executive session.

ADJOURNMENT OUT OF EXECUTIVE SESSION

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

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

ADJOURNMENT

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

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

APPROVED:

---

JERRY PULLEN, MAYOR

ATTEST:

---

CARROLL L. COUCH, CITY CLERK  
SEAL:

SIKESTON DEPARTMENT OF ECONOMIC DEVELOPMENT

*Tuesday, July 9, 2013 – 12:15 P.M.*

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

**BOARD OF DIRECTORS MEETING – EXECUTIVE SESSION**

**CALL TO ORDER/RECORD OF ATTENDANCE**

Chairman Jerry Pullen called the meeting to order per Section 610.021(2) at 8:05 A.M. Board members present: Steve Taylor, Ed Throop, Alan Keenan, Jon Gilmore, Jerry Pullen, Maude Harris and ex-officio member Carroll Couch. DED staff members in attendance were Ed Dust, director, Kathy Medley, administrative assistant and Chuck Leible, city counselor.

**ITEMS OF BUSINESS:**

The board discussed industry and retail development.

Ed Throop made a motion to recommend to the City Council that the city attempt to purchase the Village Green property for a price not to exceed \$850,000, and furthermore, to designate Alan Keenan and Jerry Pullen to handle the initial negotiations. The motion was seconded by Jon Gilmore and the following roll call vote was recorded: Pullen Aye, Throop Aye, Harris Aye, Taylor Aye, Keenan Aye, Gilmore Aye, thereby being passed.

Ed Throop made a motion to adjourn to regular session at 12:45 P.M. The motion was seconded by Jon Gilmore and the following roll call vote was recorded: Pullen Aye, Throop Aye, Harris Aye, Taylor Aye, Keenan Aye, Gilmore Aye, thereby being passed.

Respectfully Submitted By:

\_\_\_\_\_  
ED DUST, Director

\_\_\_\_\_  
JERRY PULLEN, Chairman

SIKESTON DEPARTMENT OF ECONOMIC DEVELOPMENT

*Monday, August 19, 2013 – 12:00 P.M.*

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

**BOARD OF DIRECTORS MEETING – EXECUTIVE SESSION**

**CALL TO ORDER/RECORD OF ATTENDANCE**

Chairman Jerry Pullen called the meeting to order per Section 610.021(2) at 12:00 P.M. Board members present: Steve Taylor, Ed Throop, Alan Keenan, Jon Gilmore, Jerry Pullen, Maude Harris and ex-officio member Carroll Couch. Also present were Kathy Medley, DED administrative assistant, Chuck Leible, city counselor and Tim Merideth with Century 21 Realty.

**ITEMS OF BUSINESS:**

Tim Merideth discussed the counter offer on the Village Green Property of \$1.2million. The board asked Tim to invite the owner/representative to meet with the board to discuss negotiations and to tour the property within the next two weeks. They also requested a copy of the appraisal.

Tim Merideth was excused and the board discussed the Bootheel Golf Course property. Three Rivers Community College is interested in a partnership with the city to develop the property. The board directed Jon Gilmore to setup a meeting with Three Rivers Community College representatives at a special DED board meeting.

Steve Taylor made a motion to adjourn back to regular session at 12:45 P.M. The motion was seconded by Maude Harris and the following roll call vote was recorded: Pullen Aye, Throop Aye, Harris Aye, Taylor Aye, Keenan Aye, Gilmore Aye, thereby being passed.

Respectfully Submitted By:

---

JERRY PULLEN, Chairman

SIKESTON DEPARTMENT OF ECONOMIC DEVELOPMENT

*Tuesday, September 10, 2013 – 12:35 P.M.*

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

**BOARD OF DIRECTORS MEETING – EXECUTIVE SESSION**

**CALL TO ORDER/RECORD OF ATTENDANCE**

Chairman Jerry Pullen called the meeting to order per Section 610.021(2) at 12:35 P.M. Board members present: Steve Taylor, Ed Throop, Alan Keenan, Jon Gilmore, Jerry Pullen, Steve Taylor and ex-officio member Carroll Couch. Also present were Ed Dust, DED director, Kathy Medley, DED administrative assistant, Chuck Leible, city counselor.

**ITEMS OF BUSINESS:**

Chuck Leible informed the board that the offer of \$900,000.00 for the Village Green Property was accepted. A tentative closing date was set for October 5. The DED will market and develop the property once the deal is finalized.

Steve Taylor made a motion to adjourn back to regular session at 12:50 P.M. The motion was seconded by Ed Throop and the following roll call vote was recorded: Pullen Aye, Gilmore Aye, Throop Aye, Taylor Aye, Keenan Aye, thereby being passed.

Respectfully Submitted By:

\_\_\_\_\_  
ED DUST, Secretary

\_\_\_\_\_  
JERRY PULLEN, Chairman

SIKESTON DEPARTMENT OF ECONOMIC DEVELOPMENT

*Tuesday, January 14, 2014 – 11:30 A.M.*

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

**BOARD OF DIRECTORS MEETING**

**CALL TO ORDER/RECORD OF ATTENDANCE**

Chairman Jerry Pullen called the meeting to order at 11:40 A.M. Board Members Present: Maude Harris, Alan Keenan, Ed Throop, Jerry Pullen, Jon Gilmore and Jeff Sutton, and ex-officio member Jonathan Douglass. Also in attendance: Ed Dust, DED director, Kathy Medley, DED administrative assistant, and City Counselor Chuck Leible.

**ITEMS OF BUSINESS:**

Jeff Sutton made a motion to approve the December 10, 2013 minutes. The motion was seconded by Maude Harris and the following roll call vote was recorded: Keenan Aye, Pullen Aye, Gilmore Aye, Throop Aye, Harris Aye, Sutton Aye, thereby being passed.

Ed Dust reported that Carr Textile has taken ownership of the Brown Shoe Building.

The DED was contacted by an industry prospect interested in the Heritage Homes building.

The Industry Mentoring group finalized the 6<sup>th</sup> Class for high school seniors. It went very well. The group will meet next week to evaluate the program and make plans for the next session.

Ed Dust will contact the tenants of the Village Green property to inform them of the pending sale of the property.

After reviewing plans for the proposed renovation of industrial property on Compress Road, the DED Board recommended that the City Council approve their original offer to the industry prospect for the lease of the building and improvement allowance.

There being no other business to discuss, Maude Harris made a motion to adjourn at 12:25 P.M. The motion was seconded by Jon Gilmore and the following roll call vote was recorded: Pullen Aye, Keenan Aye, Gilmore Aye, Throop Aye, Harris Aye, Sutton Aye, thereby being passed.

Respectfully Submitted By:

---

ED DUST, Secretary

---

JERRY PULLEN, Chairman



# **MINUTES OF THE REGULAR MEETING**

## **HOUSING AUTHORITY OF THE**

## **CITY OF SIKESTON, MISSOURI**

**HELD ON THE THIRTEENTH OF JANUARY 2014**

On the Thirteenth Day of January 2014, at 12:00 Noon, the Board of Commissioners of the Housing Authority of the City of Sikeston, Missouri met in regular session at the Housing Authority Office Building in Sikeston, Missouri.

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

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

Absent:

Also Present: Kathy Teachout, City Council Liaison, Jon "JD" Douglass, City Manager, and Bobby K. Henry, Executive Director

Being a quorum present, the following business was transacted:

The new City Manager was introduced to the Board and spoke briefly on his past history and employment and his vision for the future of Sikeston.

Minutes of the Annual Meeting of December 13, 2013 were presented and upon a motion duly made by Commissioner David Hay, and seconded by Vice-Chairman Larry Tetley, and unanimously carried, the Minutes were approved as presented.

Thereupon the following bills were presented for payment:

Aramark	176.00	RAM	300.00
AT&T	270.40	Santie Wholesale	410.91
AT&T Mobility	37.09	Sonny's Solid Waste	2,000.00
BMU	24,489.41	Rebecca Steward, Attorney	2,927.30
Decota Electric	388.89	The PI Company	170.00
Delta Document Shredding	30.00	Tri-County Recycling	385.00
DeProw Services	1,612.00		
G&D Communications	72.00	Total for DECEMBER	\$39,330.14
Liberty Utilities	6,061.14		

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

The Capital Fund report and requisitions for the period ending December 2013 were presented. The requisitions included \$2,400.00 to Dunker Consultants (501-13), and \$24,031.05 to Ryan Excavating (501-13). NOTE: This requisition was paid before the 2013 fiscal year end. Motion duly made by Commissioner Michele Knickman, to pay requisitions for a grand total of \$26,431.05, seconded by Commissioner Alice Tharp. Motion carried unanimously.

Consideration of vacated Tenant Account Receivable (TAR) Write-Off for the second half of FY 2013:

Tenant	Acc. No.	Address	Amount	Reason
Jordan, Erica	236.12	121 Delores	\$653.00	Evicted
Payne, Martha	113.27	413 Fletcher	\$137.00	Evicted
Golden, Quanisha	55.15	302 Sunset	\$10.00	Evicted
Mitchell, Jessica	40.17	242 Thrush	\$1,327.50	Evicted
Jones, Deonna	34.24	237 Thrush	\$703.00	Evicted
Timmons, Sherrae	79.08	350 Magnolia	\$1,483.25	Evicted
Ward, Denise	42.26	238 Thrush	\$5,553.00	Evicted
Debrock, Theresa	01.15	140 Cardinal	\$1,031.00	Nonpayment of rent
Johnson, Larry	185.14	116 School	\$112.00	Evicted
Gibson, Dawn	94.20	380 Magnolia	\$98.00	Evicted
Ellis, Minnie	43.23	236 Thrush	\$595.00	Evicted
Clemons, Timmy	235.19	119 Delores	\$133.00	Moved
Robinson, Kimberly	63.24	318 Sunset	\$562.00	Evicted
Collier-Wright, Rayetta	139.11	248 Watson	\$1,067.00	Evicted
Cruse, Stephanie	49.16	605 Cleveland	\$811.00	Evicted
Fields, Tiffany	146.32	234 Watson	\$1,511.00	Evicted
Draper, Kaela	237.13	123 Delores	\$127.00	Moved
Sain, Bethany	240.13	120 Delores	\$45.00	Moved
Baker, Linda	136.27	239 Watson	\$252.00	Evicted
Jones, Michelle	58.15	308 Sunset	\$1,445.00	Evicted
Lewis, Luthera	90.14	372 Magnolia	\$980.00	Evicted
Pulley, Breonna	38.25	245 Thrush	\$760.00	Evicted
Blackmon, Zackery	234.13	117 Delores	\$1,127.00	Evicted
Johnson, Bianca	186.14	118 School	\$27.00	Moved
Baker, Breona	78.19	348 Magnolia	\$90.00	Evicted
Linton, Miosha	39.23	244 Thrush	\$41.00	Evicted
Copeland, Meghan	114.14	415 Fletcher	\$67.00	Evicted
Anderson, Geri	122.15	406 Fletcher	\$10.00	Evicted
Ross, Charles	220.14	137 Stoddard	\$763.00	Abandoned
Hempstead, Kayla	44.15	234 Thrush	\$223.87	Moved
Tipler, Dana	120.12	210 Cresap	\$1,722.60	Evicted
Rease, Ashunte	179.13	104 School	\$189.00	Evicted
Buckner, Cadarious	247.19	106 Delores	\$1,759.90	Evicted
<b>Total Accounts:</b>  33	<b>Total Amount Written Off:</b>  \$25,416.12			<b>Break Down:</b>  Regular Rent: \$9,348.25 (36.8%) Utilities: \$705.90 (2.8%) Damages: \$4,141.50 (16.3%) Legal Fees: \$2,935.60 (11.5%) Retroactive Rent: \$8,284.87 (32.6%)

Motion duly made by Commissioner Alice Tharp, to write-off \$25,416.12 of vacated Tenant Account Receivable (TAR) for the second half of FY 2013, seconded by Vice-Chairman Larry Tetley. Motion passed unanimously.

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

\_\_\_\_\_  
Mike Jensen, Chairman

\_\_\_\_\_  
Bobby K. Henry, Secretary

**MINUTES OF THE REGULAR MEETING  
HOUSING AUTHORITY OF THE  
CITY OF SIKESTON, MISSOURI  
HELD ON THE TENTH OF FEBRUARY 2014**

MEETING CANCELED DUE TO LACK OF AGENDA ITEMS FOR DISCUSSION

---

Mike Jensen, Chairman

---

Bobby K. Henry, Secretary

**LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY  
CITY OF SIKESTON  
MEETING**

February 18, 2014  
11:30 a.m.

Council Chambers  
105 East Center Street  
Sikeston, Missouri

**MEETING MINUTES**

**I. MEETING CALLED TO ORDER**

Dan Marshall called the meeting to order at 11:46

**II. ROLL CALL**

Members Attending:	Emory McCauley, Bill Mitchell, Dan Marshall, and Mike Jensen
Members Absent:	Larry Williams
Council Liaison:	Steven Burch
Staff Attending:	Jon Douglass
Guest Attending:	David Crader, Carrie Lape and Edie Bartlett with Crader Law firm; and Ruth Wilder

**III. APPROVAL OF MINUTES**

Mike Jensen made a motion to approve the minutes from the meeting of January 21, 2014 as submitted. Emory McCauley seconded the motion. Motion carried unanimously.

**IV. BILLS AND COMMUNICATIONS**

Bill Mitchell made the motion to approve the bills as follows:

- A. Blanton Law Firm - \$1,016.34
- B. David Crader, Attorney at Law - \$4,080.90
- C. Buffalo Wild Wings - \$112.54

Mike Jensen seconded the motion. Motion carried unanimously.

**V. LCRA BUSINESS:**

A. Ruth Wilder requested an Extension of Contract to Purchase 1910 W. North from February 16, 2014 to February 28, 2014 to allow time for title commitment to be completed and

closing to be scheduled. Mike Jenson made a motion to extend Contract. Bill Mitchell seconded the Motion. Motion carried unanimously.

B. Carrie Lape of Crader Law Firm passed out new property lists handouts on LCRA properties his office is working on as Petition to Quiet Title, Quit Claim Deed and upcoming Court dates. In addition, Crader presented a list of 237 properties that title are clear and are available to sell. Discussion about lots that have been replatted or need to be replatted. Discussion only. No vote.

C. The board requested additional information on John Allen's possible purchase of 838 Applegate. David Crader discussed plans for property to be used as storage for an RV. Discussion about zoning restrictions on property. Bill Mitchell made a motion to sale the property to John Allen, subject to current zoning restrictions. Mike Jenson seconded the motion. Motion carried unanimously.

D. Carrie Lape informed the Board of the status of 308 Lions, which Bill Smith wants to purchase. LCRA has an interest in property, but does not own it; there is an open mortgage on the property. We can possibly Quit Claim our interest in property to Bill Smith, subject to liens and other title restrictions. Bill Mitchell made a motion to offer the property to Bill Smith. Mike Jensen seconded the motion. Motion carried unanimously.

E. Carrie Lape informed the Board of the status of 131 Fifth, which Harry Pratt wants to purchase. LCRA has an interest in property, but does not own it. LCRA purchased an interest at 2010 Tax Sale. We can sale to Harry Pratt, as is for purchase price of taxes paid and legal fees previously paid by the LCRA. Emory McCauley made a motion to offer the property to Harry Pratt. Bill Mitchell seconded the motion. Motion carried unanimously.

F. Bill Mitchell discussed possibility of Jon Douglass having the underbrush on properties cleared by the City. Jon Douglass to discuss with Jay Lancaster. Discussion only. No vote.

G. Dan Marshall stated that Lincoln University is still interested in Felker Street property. The Board is still working with Habitat for Humanity and currently looking for properties to possibly swap for Felker Street. Discussion only. No vote

H. Dan Marshall stated that Civic Community Betterment is still interested in working with the LCRA to fix up some properties. Discussion only. No vote.

I. Jon Douglass submitted a proposal on duties to be performed by City Staff and David Crader Law Firm. Emory McCauley made a motion accept the proposal. Mike Jensen seconded the motion. Motion carried unanimously.

J. Steve Burch requested that David Crader Law firm get together a list of replatted properties, and properties in the process of being replatted, compare the properties in the process of being replatted to the list of properties owned by LCRA. The Board would like to move forward with the replatting process. Discussion only. No vote.

**VI. ADJOURNMENT:**

The next LCRA meeting will be on Monday March 17, 2014 at 11:30 am in the Council Chambers. There being no further business to come before the Committee, a motion was made to adjourn. The motion was seconded and carried unanimously. The meeting was adjourned at 1:04 pm.

---

**Eddie Bartlett , Secretary**

---

**Dan Marshall, Chairman**

Sikeston

Civic Community Betterment

MEMO

**To:** Dan Marshall  
**From:** Darrell L. Martin  
**Subject:** Housing Rehabilitation- Sunset Community  
**Date:** February 17, 2014

Dan, per our conversation on 2/10/2014, I'm writing this letter, asking for your support to obtain several houses through donation in the Sunset Community for our Housing Pilot Rehabilitation Program. Larry Dewitt, Mark Hensley, and Mike Bohannon are very instruct mental in making this Housing Rehabilitation Program a success, with your support and LCRA, I believe we can accomplish this task. For starters, we have identified one piece of property located on 501 Clayton. We're looking for properties that require minimum repairs.

Sincerely,

D.Martin

Darrell Martin, Sr.

Cc: Larry Dewitt, Mike Bohannon, Mark Hensley



# Memorandum

**To:** LCRA Board Members  
**From:** Jonathan "J.D." Douglass, City Manager  
**Date:** 2/14/2014  
**Re:** LCRA Staff Support Proposal

---

With several recent staff changes at the City of Sikeston, questions have been raised by LCRA board members and city staff regarding responsibilities for various LCRA related activities. Jay Lancaster, Public Works Director, and I recently met with David Crader, attorney for the LCRA, to discuss these issues, the status of LCRA projects underway, and options for closer coordination between the city and LCRA.

Following discussions among city staff and with Mr. Crader, I would like to propose for discussion the following assignment of duties:

ACTIVITY	RESPONSIBLE PARTY
City staff liaison to LCRA	Jay Lancaster, Public Works Director
Preparing and distributing meeting agendas	City Staff (Public Works Department)
Posting meeting notices	City Staff (Public Works Department)
Taking meeting minutes	City Staff (Public Works Department)
Initial contact person for people interested in LCRA properties	City Staff (Public Works Department)
Maintaining master property list, sending most current list to city staff after any updates	LCRA Attorney
Maintaining LCRA records	LCRA Attorney
Requesting disbursements	LCRA Board makes request to city staff

Mr. Crader's office is currently refining the categories into which LCRA properties are grouped, to make it easier for LCRA board members and city staff to quickly identify which properties are conveyable to interested parties, and in what stage of the acquisition process other properties may be.

Inquiries from the public regarding purchase of LCRA properties should be directed to the Public Works Department. Staff will obtain the following information from the requesting party, to facilitate LCRA action on the requests: who is the prospective purchaser, what is the intended use of the property, and what is the purchase price being offered. Staff requests board direction regarding other information board members would like collected at the initial contact. At the next available board meeting following any inquiries, staff will provide the collected information about the request, and will provide the board with information regarding any Planning and Zoning approval processes that may be needed to allow the intended use of the property.

In the last several years two positions (the Community Redevelopment Coordinator and a grant-funded secretarial position) which provided coordination with LCRA have been lost. This proposal is an attempt to

reestablish and clarify working relationships between city staff and LCRA. I am sure there will be other details to iron out as LCRA's work progresses, but I hope this proposal will be a good starting point.

**Board of Trustees Meeting**  
**Monday February 10, 2014**  
**4:30pm**

The Board of Trustees of Sikeston Public Library met on Monday, February 10, 2014 at 4:30pm. Present were Dr. Bohannon, Mrs. Brown, Mrs. Caskey, Mrs. Chitwood, Mr. Colwick, Mr. Leible, Mr. Polivick, Mrs. Tetley, Ms. Thompson, Mrs. Tangeman, Director, and Mr. Eifert, Assistant Director, Dale Roger, Architect.

**MINUTES**

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

**PETTY CASH**

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

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

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

**COMMITTEES**

**FINANCE**—The Budget Committee will be meeting to prepare the proposed budget for the 2014-2015 Fiscal Year.

**PERSONNEL**—None

**OPERATIONS**—Mr. Rogers reported to the Board that he contacted several of contractors to review the specs and any price changes for the Lower Level Renovation. There is a projected 10-15 percent increase for the project, with the cost coming in at about \$546,047.00. This does include the wiring for the sound system and projector, cabinetry, etc. We need to contact an EPA person regarding the removal of the asbestos tile and glue from the basement floor. Mr. Rogers will send Mrs. Tangeman the contact information of 2 reliable firms in the area. Mrs. Caskey mentioned the refrigerator and the table and chairs that will be needed. We will look into perhaps having someone to donate the refrigerator. Discussion followed about an annual fundraiser this fall with the Downtown Merchants. We could have a 5K Run/Walk with a 1K for children. Dr. Bohannon will talk to Terri Hurley to see if there was interest by the merchants to sponsor this project. Another possible fundraiser could be a Trivia Night.

**LIBRARIAN**

-The Annual Book Sale will be Thursday April 3 through Sunday, April 6<sup>th</sup>. Mr. Tangeman will have a sign-up sheet at the March meeting.

**-Mr. Eifert reported on the necessity of replacing our computers that are running Microsoft XP that will no longer be supported by Microsoft. His recommendation to the Board is to replace the Director's computer, 2 of the Public Access computers and the 5 Card Catalogue computers in this fiscal year, ending June 30, 2014. In the following year, beginning July 1, 2014 we will replace 2 Public Access computers and in January we will replace 2 Public Access computers. After discussion Mrs. Brown made a motion that we do the first phase of the computers. Mrs. Tetley seconded the motion and the motion carried.**

#### **ADJOURNMENT**

**Mrs. Caskey made a motion to adjourn. Mr. Leible seconded and the motion carried. The meeting adjourned at 5:30pm.**

# **SIKESTON PARK BOARD MEETING**

**January 13, 2014**

**The Clinton Building**

**5:15 p.m.**

The Sikeston Park Board met at 5:15 p.m. Monday, January 13, 2014 at the Clinton Building. Members present were Rod Anderson, Jackie Cowan, Chad Crow, Tess Marshall, Wendell Weathers, and Larry Williams. Members absent were Susanne Chitwood, Jeff Hay, and David Teachout.

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

Guest present was new City Manager Jonathon Douglass.

No media representatives were present.

## **MINUTES**

Crow moved for the approval of the November 11, 2013 Park Board minutes. Anderson seconded. Roll call:

Anderson	- Yes	Marshall	- Yes
Cowan	- Yes	Weathers	- Yes
Crow	- Yes	Williams	- Yes

## **OLD BUSINESS**

None.

## **NEW BUSINESS**

None.

## **COMMUNICATIONS FROM THE CHAIRMAN AND PARK BOARD**

- Cowan asked about the bridge that had floated down to the Clinton Building lawn from its original location spanning the ditch just west of the football field. Moore said the bridge is in tact will be moved back to its original location by Park Division employees. Cowan also asked about No Smoking policy that had been put in to effect at the youth sports fields. Moore said he has received no complaints about the policy. Crow, a baseball coach, said there have been no problems with the policy, and its effectiveness has been a matter of the coaches getting the word out to the parents and grandparents of the players.

## **COMMUNICATIONS FROM STAFF**

- Moore showed the Park Board an aerial photo of Legion park and updated them on the status of a bandstand project for the park being undertaken by the Design Committee of Historic Downtown Sikeston. The bandstand will be a 20 x 24-foot open-sided structure

with a hipped roof located on the east side of the park to provide musical groups a performance area at various downtown events. It will be constructed by Park Division workers. Money for the project is being raised by the Design Committee which has already received \$3,000 in donations.

- Moore told the board that the announcement article seeking nominations for the 2014 Honors Board ceremony will run in the January 22 edition of the Standard. He added that there are no carryover nominees this year to be considered adding any nominations from the Park Board would be appreciated. The Park Board will consider this year's nominees at the March meeting.
- Moore said this year's Christmas tree recycling program yielded approximately 3/4 of a tractor-trailer load of trees collected and hauled by Pullen Brothers Trucking to Lake Wappapello for use as fish shelters by the Corps of Engineers.
- Moore said letters have been mailed to local companies inviting them to participate in the Corporate Games XV. This will be the 20<sup>th</sup> year since the games began. Sign-up deadline is February 28. He said he will discuss volunteer opportunities for the board members to help with the games closer to time for the event.
- Moore referred to the Clinton Building reports for November, December, and the 2013 year-end summary.

### **ADJOURNMENT**

Following a motion by Anderson and a second by Weathers, the meeting was unanimously adjourned.

---

Chairman

# **SIKESTON PARK BOARD MEETING**

**February 10, 2014**

**The Clinton Building**

**5:15 p.m.**

The Sikeston Park Board met at 5:15 p.m. Monday, February 11, 2014 at the Clinton Building. Members present were Rod Anderson, Susanne Chitwood, Paul Cohen, Jackie Cowan, Chad Crow, Jeff Hay, Tess Marshall, Wendell Weathers, and Larry Williams. No members were absent.

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

No media representatives were present.

## **MINUTES**

Weathers moved for the approval of the January 13, 2014 Park Board minutes. Chitwood seconded. Roll call:

Anderson	- Yes	Hay	- Yes
Chitwood	- Yes	Marshall	- Yes
Cohen	- Yes	Weathers	- Yes
Cowan	- Yes	Williams	- Yes
Crow	- Yes		

## **OLD BUSINESS**

None.

## **NEW BUSINESS**

None.

## **COMMUNICATIONS FROM THE CHAIRMAN AND PARK BOARD**

- Hay asked there was any new information on the development of the old Bootheel Golf Club property. Moore said a Fairgrounds Committee has been formed to look at options for the use of the property but nothing definite has been announced.
- Crow asked if there has been any further discussion on the idea of possibly selling some of the smaller neighborhood park properties. Moore said the issue has not been brought up again.

## **COMMUNICATIONS FROM STAFF**

- Moore said four teams have entered the 2014 Corporate Games to date. Entry deadline will be the end of the month. Cowan asked about reminders. Moore said he could send reminders if the entries are slow to come in.
- Moore said there is one application out for a nomination for the 2014 Honors Board. He added there are no nominees being carried over from last year. Selection will be in March.

- Moore said the two new front-mounted mowers requested by the Park Board in their FY-14 Capital Improvement recommendations have been approved for purchase from Greenway Equipment by the City Council. Delivery should be made toward the end of the month. Moore also told the board that bid packets for the City's contractual mowing are out, and those bids will be opened next week. This includes mowing of all the parks except the Recreation Complex and VFW Stadium, mowing of several medians, and mowing of property in the industrial park. New in this bid packet is a request for an hourly rate for "emergency mowing" for properties on which Code Enforcement has received complaints.
- Moore referred to the Clinton Building report for January.

### **ADJOURNMENT**

Following a motion by Chitwood and a second by Anderson, the meeting was unanimously adjourned.

---

Chairman



# Award of Liability Insurance Bids

# **Council Letter**

---

Date of Meeting: 14-04-07

Originating Department: Department of Economic Development

To the Mayor and City Council:

Subject: Award Bid #14-26 - painting the front exterior of the Essex Building

**Action Options:**

1. Award bid to paint the front exterior of the Essex Building (1620 E. Malone)
2. Other action Council may deem appropriate

**Background:**

The City of Sikeston solicited bids to paint the front exterior of the Essex Building located at 1620 E. Malone Avenue. The sealed bids will be opened on Thursday, April 3, 2014. Results will be presented to Council at the April 7, 2014 meeting.



# Council Letter

---

Date of Meeting 14-04-07

Originating Department: Public Works

To the Mayor and City Council:

Subject: Bid Award 14-25

Attachments:

1. Bid Tabulation sheet for 14-25
- 2.

Action Options:

1. Award tennis court resurfacing to General Acrylics for \$14,900.
2. Other action the City Council deems appropriate.

Background:

Staff opened bids from three vendors on March 26 for the resurfacing of four tennis courts in the Recreation Complex. The courts were built in 2006 and the tennis court contractor said at the time that we should look at resurfacing in them in five years. This is the eighth year.

We received bids for both two coats and three coats of surfacing material. The bid tabulation is attached. After discussions with contractors, staff is recommending award for three coats to General Acrylics for \$14,900. The amount budgeted for this project is \$16,000.

**CITY OF SIKESTON BID TABULATION SHEET**

**BID 14-25, Tennis Court Resurfacing**

**OPENING DATE: March 26, 2014**

<b>VENDOR</b>	<b>PRICE</b>	<b>ITEM / DESCRIPTION</b>
<b>McConnell &amp; Associates</b>	\$11,000 Add \$300 \$15,500	As Specified (2 coats color) Birdbath Repair Price with Acrylic Resurfacer Application (3 coats)
<b>Pro Track &amp; Tennis Inc.</b>	\$13,815 \$15,165	As Specified (2 coats color) Price with Acrylic Resurfacer Added (3 coats)
<b>General Acrylics</b>	\$14,900	As Specified (3 coats color)

**CHAIRMAN – Jiggs Moore**

**RECORDER – Angie Keller**

**VERIFIER – Chris Hart**

# **Council Letter**

---

Date of Meeting: 14-04-07

Originating Department: Public Works Department

To the Mayor and City Council:

Subject: 2<sup>nd</sup> Reading and Consideration, Bill #5953, Authorization to replat Lot #2 of Venable's Addition

Attachment(s):

1. Bill #5953
2. Plat

Action Options:

1. Approve request to replat Lot #2 of Venable's Addition.
2. Disapprove request to replat Lot #2 of Venable's Addition.
3. 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 31<sup>st</sup> day of March, 2014.

B. Bill Number 5953 was read the second time and discussed on this 7<sup>th</sup> 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



# **Council Letter**

---

Date of Meeting: 14-4-07

Originating Department: Public Works Department

To the Mayor and City Council:

Subject: 2<sup>nd</sup> 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

Action Options:

1. 2<sup>nd</sup> Reading and consideration 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 31<sup>st</sup> day of March 2014.

B. Bill Number 5954 was read the second time and discussed on this 7<sup>th</sup> 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 aviation 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 or 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 \_\_\_\_\_

## Council Letter

---

Council Letter: 14-04-07

Originating Department: Governmental Services

Subject: Second Reading and Consideration of Bill #5952, Re-adoption of Fair Housing Policy

To the Mayor and City Council:

Attachments:

1. Bill 5952

Action Options:

1. Conduct second reading and approve 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 Council consideration. Annual re-adoption of this policy is required to maintain compliance with State CDBG funding requirements. Bill 5952 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 approval of this Bill is requested.



THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 5952, 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 31<sup>st</sup> 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

## Council Letter

---

Council Letter: 14-04-07

Originating Department: Public Works

Subject: Briefing: Mowing of LCRA Lots

To the Mayor and City Council:

Attachments:

1. None

Action Options:

1. Briefing Only
2. Other action as Council deems appropriate

Background:

I would like to take this opportunity to provide an update regarding the plans for mowing the LCRA lots this calendar year. In the past few years, the lots have been cared for by the LCRA Summer Youth Mowing Program, which involves students and coaches from Sikeston High School. In the last couple years, the growing number of lots (approximately 310 lots) has proven to be more than the youth program could handle.

This year, to better analyze costs, and to achieve better quality of the mowing and care of the lots, we have decided to organize this effort differently. Public Works staff has worked hard to make GIS maps of the LCRA lots and group them into 20 packages of approximately 15 lots each. These packages will be placed out for bid. We will have a pre-bid informational meeting on April 8<sup>th</sup> at 1:30 pm. The bids will be due to city hall on April 21<sup>st</sup>. We will approach the City Council on April 28<sup>th</sup> for approval.

This bid collection will give us adequate data for comparing costs of the summer youth program to the costs of bidding the service out. We plan to work with Coach Flanagan in determining which packages his group can handle and provide the level of service we need. We expect he will be focusing on approximately 120 lots rather than the 300+ from the past two years.

## Council Letter

---

Council Letter: 14-04-07

Originating Department: Public Works

Subject: Briefing – Wakefield Avenue Bridge Project

To the Mayor and City Council:

Attachments:

1. None

Action Options:

1. Briefing Only
2. Other action as Council deems appropriate

Background:

Last fall, the city began the process of working with MoDOT to replace the bridge on Wakefield Avenue adjacent to the Power Station. For the last few months, Waters Engineering has been working on the environmental clearances, the plans and the bidding documents.

Last week, we reviewed the final documents, and they were forwarded to MoDOT for their review and approval. We anticipate receiving comments later this month, and advertising for bids early next month.

One major revision that took place was that I requested the bridge be narrowed from 36' wide to 28' wide. Originally the road and bridge were built to a 36' width to accommodate anticipated economic development. I did take time to speak with the DED board and get their blessing to make the revision. No one anticipates a need for a road that wide any more. The design change resulted in a savings of \$51,000.

MUNICIPAL DIVISION REPORTING FORM

I. COURT INFORMATION

Reporting Month/Year [ February, 2014 ]

Prepared by [PAT COX] Telephone Number ( [573] ) [475-3705]  
Municipality [SIKESTON] County [SCOTT COUNTY] Circuit [33RD]  
Court Location Code [MU5B] Number of Court Staff [ 3.00]

II. MONTHLY CASELOAD INFORMATION

	A/D Traffic	Other	Non-Traffic
A. Cases pending - 1st Month	[ 113 ]	[ 1,210 ]	[ 3,027 ]
B. Cases filed	[ 2 ]	[ 70 ]	[ 92 ]
C. Cases Disposed			
1. Jury Trial	[ 0 ]	[ 0 ]	[ 0 ]
2. Court/Bench Trial -Guilty	[ 0 ]	[ 1 ]	[ 0 ]
3. Court/Bench Trial -Not Guilty	[ 0 ]	[ 0 ]	[ 0 ]
4. Plea of Guilty in Court	[ 0 ]	[ 6 ]	[ 9 ]
5. BF and Viol. Bureau Citations	[ 0 ]	[ 53 ]	[ 93 ]
6. Dismissed by Court	[ 0 ]	[ 13 ]	[ 25 ]
7. Nolle Prosequi	[ 1 ]	[ 1 ]	[ 5 ]
8. Certified for Jury Trial	[ 0 ]	[ 0 ]	[ 0 ]
9. TOTAL CASE DISPOSITIONS	[ 1 ]	[ 74 ]	[ 132 ]
D. Cases pending - End of Month	[ 114 ]	[ 1,206 ]	[ 2,987 ]
E. Trial de Novo - Appeal filed	[ 0 ]	[ 0 ]	[ 0 ]

III. WARRANT INFORMATION

IV. PARKING TICKETS

1. Total Issued	[ 46 ]	Issued [ 0 ]
2. Total Outstanding EOM	[ 393 ]	[ ] No parking tickets

V. NET REVENUE COLLECTED

Fines	[\$ 18,539.49 ]	Revenue Parking	[\$ 0.00 ]
Clerk/Court Fee (Costs)	[\$ 1,748.69 ]	Bond Forf	[\$ 2,500.00 ]
Peace Officer (POST)	[\$ 360.22 ]	TOTAL REVENUE	[\$ 29,078.01 ]
Crime Victims Comp (CVC)	[\$ 900.72 ]		
Law Enf Training (LET)	[\$ 0.00 ]	VI. OTHER COLLECTIONS	
Domestic Viol Shelter	[\$ 240.14 ]		
Inmate Sec Fund	[\$ 240.00 ]	Jud Ed Fund	[\$ 0.00 ]
Restitution	[\$ 4,548.75 ]	[ X ] No JEF collection	
Other: _____	[\$ 0.00 ]		

Revised Jan 2005

## MUNICIPAL DIVISION REPORTING FORM

I. COURT INFORMATION			Contact information same as last report
Municipality:SIKESTON		Period:March, 2014	
Mailing Address:105 E. CENTER ST.	Vendor: Tyler Technologies		
Physical Address:105 E. CENTER ST.	County:SCOTT COUNTY	Circuit:33RD	
Telephone Number: (573) 475-3705	Fax Number: (573) 471-1526		
Prepared by:PAT COX	E-mail:courtclerk@sikeston.org	Notes	
Municipal Judge(s):FRANKLIN MARSHALL		Prosecuting Attorney:DANIEL F. NORTON	

II. MONTHLY CASELOAD INFORMATION	A/D Traffic	Other	Non-Traffic
A. Cases pending - 1st Month	114	1,206	2,987
B. Cases filed	1	86	115
C. Cases Disposed			
1. Jury Trial	0	0	0
2. Court/Bench Trial -Guilty	0	0	0
3. Court/Bench Trial -Not Guilty	0	0	0
4. Plea of Guilty in Court	0	7	7
5. BF and Viol. Bureau Citations	1	61	92
6. Dismissed by Court	0	2	3
7. Nolle Prosequi	0	3	15
8. Certified for Jury Trial	0	0	0
9. TOTAL CASE DISPOSITIONS	1	73	117
D. Cases pending - End of Month	114	1,219	2,985
E. Trial de Novo - Appeal filed	0	0	0

III. WARRANT INFORMATION	IV. PARKING TICKETS
1. Total Issued 43	Issued 0
2. Total served/withdrawn EOM 49	[ ] No parking tickets
3. Total Outstanding EOM 387	

V. NET REVENUE COLLECTED			
Fines	\$ 18,613.93	Restitution	\$ 5,068.54
Clerk/Court Fee (Costs)	\$ 1,969.84	Parking Ticket	\$ 0.00
Jud Ed Fund	\$ 0.00	Bond Forf	\$ 0.00
[ X ] No JEF collection			
Peace Officer (POST)	\$ 411.76	Bond refunds	\$ 10,899.30-
Crime Victims Comp (CVC)	\$ 1,029.38	Other Disbursements	
Law Enf Training (LET)	\$ 0.00	OCVC	\$ 0.00
Domestic Viol Shelter	\$ 274.51	OILF	\$ 0.00
Inmate Sec Fund	\$ 274.39	OCOURT COST	\$ 0.00
Sheriffs' Retirement Fund	\$ 0.00	Tot Disbursements	\$ 16,743.05





## CVB Operations Report For the Period Ending February 28, 2014

### A. FY-14 Marketing Program.

1. Group Tour Marketing Operations – all tours completed; one return tour booked for October 2014.
2. Travelgram: Released March 4 to 1,733 leads from Missouri and Illinois.

Travelgram – Email program				
Release Date	Quantity	Open Rate	Click Rate	Opt Out Rate
03/04/14 (MO & IL Only)	1,733	19.4% (323)	8.4% (27)	.8% (14)

### 3. Search Engine Marketing Program Results:

Search Engine Marketing Results			
Period	Clicks	Impressions (views)	Click thru Rate
January 2013	831	22,079	2.91%
February 2013	838	21,427	3.91%
January 2014	948	18,113	5.23%
February 2014	1,072	36,076	2.97%

Industry standard: 2.92%

**CVB Top Performing AdWords (by impression):** Events, Attractions, Shopping

(AdWords are purchased from Google, and provides the CVB with preferred search result placement)

**CVB Top Performing Keywords:** Things to do, Sikeston Factory Outlet Stores, Restaurants

(A keyword is any word or short phrase that describes a website topic or page. The more a keyword is used by searchers and websites the more attraction power it has. Keywords are found in metadata and are used by search engine spiders to locate websites.)

### 4. VisitSikeston.Com performance per Google Analytics:

www.VisitSikeston.Com Monthly Activity					
Period	Total Visits	Pages/Visit	Avg. Duration	Bounce Rate	New Visits
January 2013	26	1.04	00:00:01	96.15%	84.6%
February 2013	24	1.33	00:00:27	70.83%	91.67%
January 2014	605	2.29	00:01:28	49.89%	84.3%
February 2014	2,637	2.34	00:01:49	55.21%	78.95%

www.VisitSikeston.Com - Geographic Origination Points			
February 2013		February 2014	
Festus, MO	3 - 12.5%	Sikeston, MO	189 - 7.1%
Sikeston, MO	2 - 8.33%	Afton, MO	177 - 6.71%
Jonesboro, AR	1 - 4.17%	Cape Girardeau, MO	146 - 5.54%
Boise, ID	1 - 4.17%	St. Louis, MO	104 - 3.94%
Chicago, IL	1 - 4.17%	Wichita, KS	82 - 2.11%

www.VisitSikeston.Com – Access Device			
Period	Desktop	Mobile	Tablet
February 2013	12	10	2
February 2014	1,404	1,003	230

5. Toll-Free calling results:

FY-14 1-800 Call Statistics						
Period ending	Total Calls	In-State Market	Primary Market	Secondary Market	Collateral Market	Other
February 2013	112	66 – 59%	29 – 26%	3 – 3%	0	14 – 13%
February 2014	111	50 – 45%	25 – 23%	4 – 4%	0	32 – 29%

6. FY-14 Advertising, update:

Lead Analysis – Fall 2013 Campaign (completed)				
Publication	Leads Y-T-D	% In-State	% in Target Market	CPI
Madden Fall Insert	6,028	13%	65%	\$.44
Midwest Traveler, Fall	202	82%	100%	\$11.93
Lead Analysis – Spring 2014 Campaign (in process)				
VacationFun Sweepstakes Dropped 3/12/14	277	7%	67%	\$18.05
Midwest Traveler Spring Dropped 3/14/14	109	87%	13%	\$22.11
Spring 2014 Campaign advertisement yet to drop				
Publication	Drop Date		Market/Circulation	
Travelerfun.com Spring Insert	March 31, 2014		Midwest, 400,000	
Madden Spring Insert	April 6, 2014		Midwest, 1.2 Million	
St. Louis Magazine, June*	May 27, 2014 Summer Getaways Edition		St. Louis Metro, 50,000	

7. Fulfillment:

- Reprint, Historic Homes Brochure completed and distributed
- Visitors Guide completed and distributed
- 2014 Calendar of Events, printed and being distributed
- 2014 I-Brochure, completed and on-line
- 2014 Mobile App (I-Brochure), 2nd Proof processed

B. FY-15 Marketing Program:

1. Marketing Plan revised as follows:

- Place more emphasis on and target in-state market: St. Louis, out-state MO, Columbia, and KC;
- Primary out-state markets (based on FY-13 and FY-14 fall results) IL, IN, OH, KS and IA;
- Secondary out-state markets: AR, KY, TN and NE; and
- Collateral markets: Oklahoma and Texas.

2. Anticipated Revenues for FY-15: \$49,111, (FY-14 budgeted revenues: \$47,500, all sources):

- Estimated tax receipts from Holiday Inn Express, + \$17,000
- Cooperative Marketing Funding lost, -\$25,000
- Promote Missouri Matching Funds available, +\$8,000

3. Budget considerations:

- Timing delay in the receipt of FY-14 projected tax revenues from Holiday Inn Express will result in deficit for the current fiscal year. Tourism Tax Fund (reserve account) will be decreased by amount of this deficit. (Tourism Tax Fund Balance \$13,451)
- FY-15 expenditures must be reduced to address this deficit. Future budgets must provide annual measures to increase funding reserves.
- Generation of additional revenues through advertising on CVB printed materials and website?

Considerations:

- a. State Funding: maximum available per year \$8,000 for advertising in State-selected venues.
- b. Political considerations: Should a tax-based entity sell advertising?
- c. Staffing: CVB has no full time employees. Who will sell advertising, perform billing/collection? Undertake contract for services? Sales would have to support cost of service contract and plus all costs associated with creation of CVB piece.

4. Proposed FY-15 budget with marketing action plan attached.

# TOURISM FUND (6500) FY-15 BUDGET

Completed 03-21-14

## REVENUES

4019 LODGING TAX RECEIPTS				
4076 STATE MARKETING FUNDS				
TOTAL ESTIMATED REVENUES				
	FY-13 Request	FY-14 Request	FY-15 Budget	
	\$34,368	\$44,500	\$41,111	
	\$20,942	\$24,065	\$8,000	
	\$55,310	\$68,565	\$49,111	

## CONTRACTUAL SERVICES (6500554)

5335 COOPERATIVE MARKETING, DIV. OF TOURISM				
	\$	3,100	Madden Fall Insert	
	\$	3,575	Madden Spring Insert	
	\$	9,900	100% Search Engine Management Buy	
	\$	16,575		\$8,000 maximum match
5339 OTHER CONTRACTUAL			Constant Contact - Travel Gram	
SUBTOTAL CONTRACTUAL	\$0	\$0		\$200
	\$50,270	\$48,130		\$16,575

## MAINTENANCE & OPERATIONS (6500556)

5352 OFFICE SUPPLIES			Gen. office supplies, small office equipment	
5448 CVB MEMBERSHIPS			MACVB - \$450; River Heritage - \$75	
5450 PROFESSIONAL DEVELOPMENT			On-line classes, regional meetings	
5451 COMMUNITY REPRESENTATION			Chamber luncheons, civic events	
5452 PER DIEM			Travel to distribute brochures, marketing	
5458 BOOKS & PUBLICATIONS				
5460 POSTAGE			USPS, Fed Ex, UPS, Etc. Increased postal rates	
5461 ADVERTISING & PUBLISHING				
	\$	1,275	I-55 N Billboard, Jul-Sept.	\$425*3
	\$	1,350	I-55 S Billboard, Jul-Sept. 14	\$450 *3
	\$	3,776	Traveler Fun Spring Insert	\$1,888*2
	\$	2,000	Show-Me Missouri, 4 Issues	\$500 *4
	\$	1,160	Missouri Life, 2 Issues	\$580*2
	\$	2,346	St. Louis Magazine, 3 Issues	\$782*3
	\$500	\$500		\$250
	\$425	\$325		\$425
	\$2,000	\$2,100		\$200
	\$0	\$0		\$0
	\$500	\$500		\$100
	\$0	\$0		\$0
	\$1,200	\$1,000		\$2,000
		\$4,700		\$18,510

## 5461 ADVERTISING &amp; PUBLISHING Continued

5461	ADVERTISING & PUBLISHING Continued		FY-13 Request	FY-14 Request	FY-15 Budget
		\$ 2,400			
		\$ 1,300			
		\$ 900			
		\$ 2,000			
5477	TOURISM EXPENSES	Re-face of I-57 Billboard (only if needed)	\$1,000	\$1,000	\$2,700
5485	INTERNET MARKETING	Website Improvements	\$0	\$1,500	\$5,000
	SUBTOTAL MAINTENANCE & OPERATIONS		\$5,625	\$11,625	\$29,185
	TOURISM FUND TOTAL FY-15 EXPENDITURES		\$55,895	\$59,755	\$45,960
	ANTICIPATED INCREASE TO FUND BALANCE			\$3,935	\$3,151



**City of Sikeston**  
**Monthly Report for March - 2014**  
**Public Works Department**

**STREET**

- Kingshighway/Malone project is substantially complete. The contractor is making finishing touches to the areas requiring seeding and mulch. The change order work is complete on Kingshighway near DPS Headquarters, although the eastern side has not reached its design strength. The 7 and 14 day breaks tested out low, but we felt comfortable to go ahead and open it for traffic. The 28 day break will be tested next week, and hopefully it will make its design strength.
- The first week of March, employees of Street, Parks and Code battled the snow and ice. Since then, we have closed the book on a very busy winter. Our four snow plow trucks were stressed hard. So far we have not been able to find replacements within in our target budget. We will continue to look for two used dump trucks in good condition.
- The final plans for the Wakefield Bridge bridge project were recently submitted to MoDOT for their review. I would anticipate the project going out for bid in early June of 2014. The final plans did include a revision of narrowing the bridge to 28'.
- The plans have been completed by MoDOT for the TRC/Larcel intersection project. It should be out for bid this month with an opening in May.
- We have completed our city cleanup effort of old tires. We successfully utilized two DNR provided trailers, however, we have learned that DNR cannot provide another. We will be investigating other vendors/options we can consider for future cleanup efforts.
- Staff from PW assisted DPS in the rescue of a man from a silo east of town. Four of our employees operated our Vacuum Truck to help remove grain from the silo to reach the trapped man.
- Street Division has been active patching potholes. This will continue for some time. The severe winter created many potholes and rough areas of pavement that we will continue to address.
- Street Division along with BMU worked to eliminate a sinkhole issue just west of the DED office on New Madrid Street. The issue was resolved and was put back to normal condition.
- Street Division has worked to repair curbs/islands in several locations due to damage from snow plows.
- Crews have spent several days performing storm inlet maintenance throughout town, clearing debris from recent storm events.
- The street sweeper has operated several days in the Northwest and Southwest areas of town.
- We plan to have a Street Division winter 'wrap-up' this month to review our snow/ice fighting practices to determine best practices, identify problems areas, and discuss new ideas for next year.

## MOSQUITO CONTROL

- Conducted our training and inspection of our mosquito fogging equipment with Univar at the Clinton Building.

## CODE ENFORCEMENT/ANIMAL CONTROL

- Based on recent Council approval, the contract with the Humane Society has been extended three months until the end of June. During this time we will be requesting proposals for services at the shelter. The existing shelter can prepare a proposal, as well as, new organizations/groups. The Public Works Department is presenting a proposal as well to provide services.

This comes at the conclusion of spending time visiting other shelters. Over the last few weeks, we have visited the Cape area Humane Society, the animal shelter at Farmington, and the animal shelter at Poplar Bluff

- Attended LCRA meeting. We are working to prepare GIS maps of the overall LCRA area/lots, and identify strategies for moving forward.
- Code Enforcement issued a total of ten building permits with a total construction valuation of \$1,416,186.00. The most significant project being a 6,500 sf addition to the Unilever North Plant (value of \$921,000). Three new single family home starts are also part of the permits issued in March.
- Code Enforcement also conducted 252 inspections, addressed 21 property maintenance violations, and responded to 91 calls for animal control.
- We have also worked hard as a group to put together mowing packages for the 310 LCRA lots, as well as, 17 permanent nuisance lots. These will be going out for bid in April.
- We continue to monitor the demolition and cleanup efforts on Harry Street. We are also working with Scott County to work to prepare new parcel numbers for the lots that will be sold on the newly named Dockins Drive.
- We are looking to revise our current demolition permits to address the proper amount of time and to address daily trash removal.
- Met with members of Peaceful Lodge to discuss zoning and building requirements.
- Considering electronic storage of old plans.

## FLOOD PLAIN MANAGEMENT

- I have attended a basic 'new floodplain administrator' class at SEMA in Jefferson City. I also plan to attend the Missouri Floodplain and Stormwater Manager's Association Annual Conference in April.
- I met with Dr. Joe Wilson and Dr. Charles Patterson of Algeier Martin to review the latest floodplain proposed revisions for the current floodplain issues. I will be addressing this with AMEC in early April.



- We have been receiving numerous Letters-Of-Map-Amendment (LOMAs) from property owners in the subdivision near the Kindergarten being removed from the flood plain.

#### AIRPORT

- Public Works Staff cleared snow and ice from the airport runway, taxiway, ramp and apron prior to incoming traffic.
- Council approved and we finalized our consultant contract for the Terminal Building Project. We have also approved the standard agreement with MoDOT. Work is beginning on the project design.
- Traveled to the City of Farmington and visited their airport and toured the City's new terminal building. It is very similar to what we would desire. The city was gracious enough to email us the floor plan.
- Need to work with council to establish an Airport Terminal Building Task Force to serve in an advisory role during the terminal building project.
- Continuing to work toward updating the AWOS to report weather information (be a 'green dot' on the map). Hope to have this resolved in April.
- Working with FAA to coordinate sale of 'back-nine' property to Foxhaven Country Club.

#### PARKS

- Parks Department staff was integral in fighting the snow and ice removal.
- Continuing to work with Downtown Group in the planning for a new band shell in Legion Park.
- Maintenance and reconstruction of dug-outs at recreational complex.
- Conducted routine park cleanup and maintenance
- At VFW Stadium staff repaired the backstop net, leaks in restrooms, ceiling in concession stand, and checked ballfield lights and scoreboard.
- Repaired lights on National Guard monument display at Veteran's Park.
- Set soccer goals for spring/summer season
- Box bladed parking lots
- Set up, maintenance and cleaning of Clinton Building.

## GENERAL

- Attended Downtown Merchant's Meeting.
- Met with City Manager's of Farmington and Poplar Bluff to compare notes on airport management, and animal shelter management.
- Beginning to review street and drainage needs for future planning.
- Completed draft of FY15 budget
- Working to improve trash/litter problems. Requesting more community service workers to provide cleanup in key areas with Street Staff supervision.
- The snow and ice loads of this past winter have taken a toll on the roof system of the Public Works building. Several trusses have failed, and we are currently not using the building. We are working with various builders, suppliers and construction companies to establish our options and estimates.
- Participated in MoDOT's regional planning meeting in conjunction with Bootheel Regional Planning Commission.

**PUBLIC WORKS PARKS DIVISION**

**Manhour Report**

**2014 February**

Date: 01/29/14 through 02/27/14

	Job Description	Prior Year	Prior Month	Current Monthly	Year to Date
<b>Ground Maintenance</b>	Mowing	0	0	0	0
	Weed Cutting/ Poisoning	0	0	0	0
	Trash Pick-up	34	62	56	118
	Hauling / Leveling Dirt	0	0	0	0
	Sowing Grass	0	0	0	0
	Parking Lots, Walking Trail & Tracks	6	15	8	23
	Fence Repair	12	0	0	0
	Ballfield Maintenance	96	8	21	29
	Bleachers	28	58	44	102
	Cemetary	6	16	0	16
	Shop	23	136.5	149	285.5
<b>Tree &amp; Shrub Maintenance</b>	Trimming Trees/Bushes	242.5	0	0	0
	Transplanting Trees/Bushes	0	0	0	0
	Insect Disease Control	0	0	0	0
	Watering Trees/Bushes	0	0	0	0
	Tree & Stump Removal	70.5	16	36	52
	Playground Equipment Maintenance	22	0	0	0
	Building & Shelter Maintenance	0	84	77	161
	MS4	0	0	0	0
	Street Maintenance	0	0	62	62
	Personal Hrs.	0	0	16	16
	Sick Hrs.	0	48	25	73
	Vacation Hrs.	0	0.5	8	8.5
	Miscellaneous	50	68	48	116
	Clinton Building Regular Hours	89.5	74	106	180
	Clinton Building Overtime Hours	0	0	0	0
	Other Overtime	10	7	27	34
	<b>Total Manhours</b>			<b>683</b>	

# April 2014

## Monthly Planner

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

# May 2014

## Monthly Planner

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday																																																																																				
<div> <div>Apr 2014</div> <table> <tr><td>S</td><td>M</td><td>T</td><td>W</td><td>T</td><td>F</td><td>S</td></tr> <tr><td></td><td></td><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td></tr> <tr><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td></tr> <tr><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td></tr> <tr><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td></tr> <tr><td>27</td><td>28</td><td>29</td><td>30</td><td></td><td></td><td></td></tr> </table> </div> <div> <div>Jun 2014</div> <table> <tr><td>S</td><td>M</td><td>T</td><td>W</td><td>T</td><td>F</td><td>S</td></tr> <tr><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td></tr> <tr><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td></tr> <tr><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td></tr> <tr><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td></tr> <tr><td>29</td><td>30</td><td></td><td></td><td></td><td></td><td></td></tr> </table> </div>		S	M	T	W	T	F	S			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30				S	M	T	W	T	F	S	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30								1	2	3
S	M	T	W	T	F	S																																																																																				
		1	2	3	4	5																																																																																				
6	7	8	9	10	11	12																																																																																				
13	14	15	16	17	18	19																																																																																				
20	21	22	23	24	25	26																																																																																				
27	28	29	30																																																																																							
S	M	T	W	T	F	S																																																																																				
1	2	3	4	5	6	7																																																																																				
8	9	10	11	12	13	14																																																																																				
15	16	17	18	19	20	21																																																																																				
22	23	24	25	26	27	28																																																																																				
29	30																																																																																									
4	5 Library Board Meets 4:30 p.m.  Regular Council Meeting 5:00 p.m.	6	7	8	9	10																																																																																				
11 Mother's Day	12 Housing Authority Board Meets 12:00 p.m.  Park Board Meets 5:15 p.m.	13 BMU Board Meets 4:00 p.m.  DED Board Meets 11:30 a.m.	14	15 Strategic Plan Implementation Commission Meets 11:30 a.m.	16	17																																																																																				
18	19 LCRA Meets 11:30 a.m.  Public Safety Meets 6:00 p.m.	20	21	22	23	24																																																																																				
25	26 Memorial Day - City Offices Closed  Special Council Meeting 11:30 a.m.	27 Tourism Advisory Board Meets 4:00 p.m.	28	29	30	31																																																																																				

# June 2014

## Monthly Planner

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2 Library Board Meets 4:30 p.m.  Regular Council Meeting 5:00 p.m.	3	4	5	6	7
8	9 Housing Authority Board Meets 12:00 p.m.  Park Board Meets 5:15 p.m.	10 BMU Board Meets 4:00 p.m.  DED Board Meets 11:30 a.m.	11	12	13	14
15 Father's Day	16 LCRA Meets 11:30 a.m.	17	18	19 Strategic Plan Implementation Commission Meets 11:30 a.m.	20	21
22	23	24 Tourism Advisory Board Meets 4:00 p.m.	25	26	27	28
29	30 Special Council Meeting 11:30 a.m.	<div> <div> May 2014  S M T W T F S  1 2 3  4 5 6 7 8 9 10  11 12 13 14 15 16 17  18 19 20 21 22 23 24  25 26 27 28 29 30 31 </div> <div> Jul 2014  S M T W T F S  1 2 3 4 5  6 7 8 9 10 11 12  13 14 15 16 17 18 19  20 21 22 23 24 25 26  27 28 29 30 31 </div> </div>				