



TENTATIVE AGENDA

City of Sikeston

SPECIAL CITY COUNCIL MEETING CITY HALL

Monday, June 27, 2016
11:30 A.M.

- I. CALL TO ORDER
- II. RECORD OF ATTENDANCE
- III. OPENING PRAYER
- IV. ITEMS OF BUSINESS
 - A. Assignment of Airport Property Lease
 - B. Renewal of Humane Society Contract
 - C. Adoption of Chamber of Commerce/Economic Development Agreements
 - D. Briefing: 2016 Vision Sikeston Class Project – Development of Dog Park
 - E. Authorization to Proceed with MoDOT LPA Funding Application
 - F. Authorization to Execute Contract, Rail-to-Trail Consultant
 - G. 1st Reading, Bill #6027, Re-adoption of Ethics Ordinance
 - H. 1st Reading, Bill #6028, Authorization to Execute MoDOT Form TR-42, Missouri Highways & Transportation Commission Agreement for Signing Installed & Maintained by Applicant
 - I. Briefing: Council Calendar Items
 - J. Other Items As May Be Determined During the Course of the Meeting
- V. ADJOURNMENT INTO EXECUTIVE SESSION
 - Property (RSMo 6.10.021(2))
 - Litigation (RSMo 6.10.021(1))
 - Personnel (RSMo 6.10.021(3))
- VI. ADJOURNMENT

Dated this 23rd day of June 2016


Carroll Couch, City Clerk

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



Council Letter

Date of Meeting: 16-06-27

Originating Department: Governmental Services

To the Mayor and City Council:

Subject: Transfer of Airport Lease

Attachment(s):

1. Correspondence from Ron and Debbie Nichols
2. Correspondence from Sam Thomas
3. Airport Ground Lease with Ron and Debbie Nichols

Action Options:

1. Authorize Transfer of Lease
2. Other action Council may deem appropriate

Background:

Ron and Debbie Nichols own an airport hangar in the southwest corner of the airport. They currently pay \$750 per year for their ground lease. It will expire on June 30, 2018. The Nichols are requesting to transfer their lease to Sam Thomas.

Mr. Thomas does not have an airplane, however, he plans to rent it out to other pilots to store their planes. The current lease states that the premises will be used for the storage, warehousing and maintenance of aircraft.

An invitation to attend the city council meeting was extended to the Nichols, to answer any questions the council might have.

To the city of Sikeston

Attention Karen Bailey

To the committee members, we (Ron and Debbie Nichols) would like to transfer the lease we have currently on the airport property to Sam Thomas. We would like to transfer the lease on July 1st 2016.

Thank you for your consideration

Ron and Debbie Nichols


6-22-16

To the city council members:

I Sam Thomas would like to take over the ground lease that Ron and Debbie Nichols have at the Sikeston Airport. My plans for the building will be, to rent it out to pilots to store their plane.

Thank you,

Sam Thomas

A handwritten signature in black ink. It features a large, stylized capital 'S' that loops around. To the right of the 'S', the name 'Sam Thomas' is written in a cursive script. The signature is fluid and appears to be a personal or official mark.

AIRPORT GROUND LEASE

This Agreement made and entered into this 1st day of July 2013, by and between the CITY OF SIKESTON, MISSOURI, a Municipal Corporation, hereinafter called "Lessor", and RON AND DEBBIE NICHOLS, hereinafter referred to as "Lessee".

WITNESSETH:

WHEREAS, the Lessor owns and operates the Sikeston Memorial Airport, which is located and situated upon real estate wholly within the City of Sikeston, Scott County, Missouri; and

WHEREAS, the Lessee is desirous of leasing and renting from the Lessor a portion of the real estate comprising the Sikeston Memorial Municipal Airport, containing approximately .22 acres, which said real estate is more particularly and fully described in Exhibit A which is hereto attached, for the purposes of aircraft storage and maintenance and upon which realty a "hanger-type" building will be maintained; and

WHEREAS, the Lessor is willing to lease and let unto the Lessee that real estate described in Exhibit A hereto attached upon the terms and conditions herein; and

WHEREAS, said leased premises will be used for the storage, warehousing and maintenance of aircraft.

SO NOW THEREFORE, in consideration of the rents, covenants, and agreements herein contained, Lessor does hereby agree to lease and does lease unto the Lessee the premises described in Exhibit A which is attached hereto and made a part hereof, together with a right-of-way over and across other adjacent real estate of the Lessor of sufficient width and length to give Lessee access to said tract for ingress and egress for aircraft and motor vehicles.

1. Rental: For the term of this Lease, the Lessee shall pay to the Lessor, as and for the rental of the real estate, the sum of Seven Hundred Fifty Dollars (\$750) per year.

All rents due under this Lease are payable annually without demand on the 1st of July each year beginning July 1, 2013.

All payments are to be made at the office of the City Collector of the City of Sikeston or at such other place as Lessor may direct.

2. The term of this lease shall begin upon the execution hereof and shall expire on June 30, 2018.

3. It is hereby agreed that nothing herein contained shall be construed to grant or authorize the grating of an exclusive right prohibited by Section 308 of the Federal Aviation Act of 1958, as amended, and the Lessor reserves the right to grant to others the privilege and right of

conducting any or all of the aeronautical activities listed herein, or any other activity of an aeronautical nature on other realty of the Lessor.

4. The Lessee agrees that the Lessor has the right to adopt and enforce reasonable rules and regulations and that Lessee and all its employees, agents and servants will faithfully observe and comply with all rules and regulations as may be promulgated by the Lessor, the United States of America or any Department or Agency thereof, and the State of Missouri.

5. The Lessee may not assign or transfer this lease, or any interest therein, or sublet the premises or any part hereof without the prior written consent of the Lessor (which consent shall not be unreasonably withheld), and any attempt at assignment, transfer or subletting without said written consent, shall be void; and at the option of the Lessor, deemed sufficient grounds for the cancellation and termination of this lease.

6. Lessor reserves the right further to develop or improve the landing area and all publicly owned air navigation facilities or the Airport as it sees fit, regardless of the desire or view of Lessee, and without interference or hindrance.

7. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the Airport which in the opinion of Lessor should limit the usefulness of the Airport or constitute a hazard to aircraft.

8. During time of war or national emergency, Lessor shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly owned air navigation facilities and/or other areas or facilities of the Airport. If any such agreement is executed, the provision of this instrument, insofar as they are inconsistent with the provisions of any such agreement with the Government, shall be suspended.

9. This agreement shall be subordinate to the provision of any outstanding agreement between Lessor and the United States relative to the maintenance, operation or development of the Airport.

10. There is hereby reserved to the City of Sikeston, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the air space above the surface of the premises herein demised, together with the right to cause in said air space such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said air space for landing at, taking off from or operating on or about the Sikeston Airport.

11. It is hereby understood and agreed that the rights granted by this agreement will not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the airport.

12. The Lessee agrees that no signs or advertising material shall be placed or erected upon the leased premises without the prior written consent of Lessor.

13. Lessee covenants and agrees to hold Lessor free and harmless from loss from each and every claim and demand of whatever nature made by or on behalf of any person or persons for any wrongful act or omission arising out of the use of the premises hereby demised or any of the airport facilities on the part of Lessee, its agents, servants, invitees and employees, and for such purpose Lessee agrees to carry liability insurance naming the Lessor and its officers and employees as additional insureds, such insurance to have limits of not less than the following:

\$1,000,000 for personal injury to any one person;
\$2,000,000 for personal injury to any one accident;
\$500,000 for property damage.

Lessee further agrees to file a certificate of insurance with the Lessor evidencing that such insurance has been furnished, and that the same will not be canceled without ten (10) days notice to Lessor.

14. In the event Lessee fails to pay the rent hereunder within thirty (30) days after same shall become due, or in the event Lessee shall violate any of the terms or conditions of this lease, and shall fail after a thirty (30) day notice in writing from the Lessor to rectify such violation, Lessor may, at its option, declare this lease canceled and terminated and shall be entitled to immediate possession of the leased premises.

15. Lessor reserves the right to enter upon the leased premises at any reasonable time for the purpose of making any inspection it may deem expedient.

16. At the expiration or termination of this lease, the Lessee agrees that it will give peaceful possession of the leased premises in as good condition as they now are, ordinary wear and tear excepted. The Lessee agrees to remove all buildings and structures on the leased area, if required by the City of Sikeston.

17. The agreement shall extend to and be binding upon the heirs, executors, administrators, trustees, successors, receivers and assigns of the parties hereto.

18. Lessee agrees to furnish service on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory process for each unit or service. Provided, that Lessee may make reasonable and nondiscriminatory discounts rebates, or other similar type of price reductions to volume purchasers.


IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

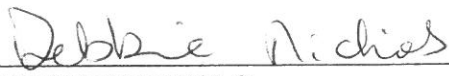
CITY OF SIKESTON

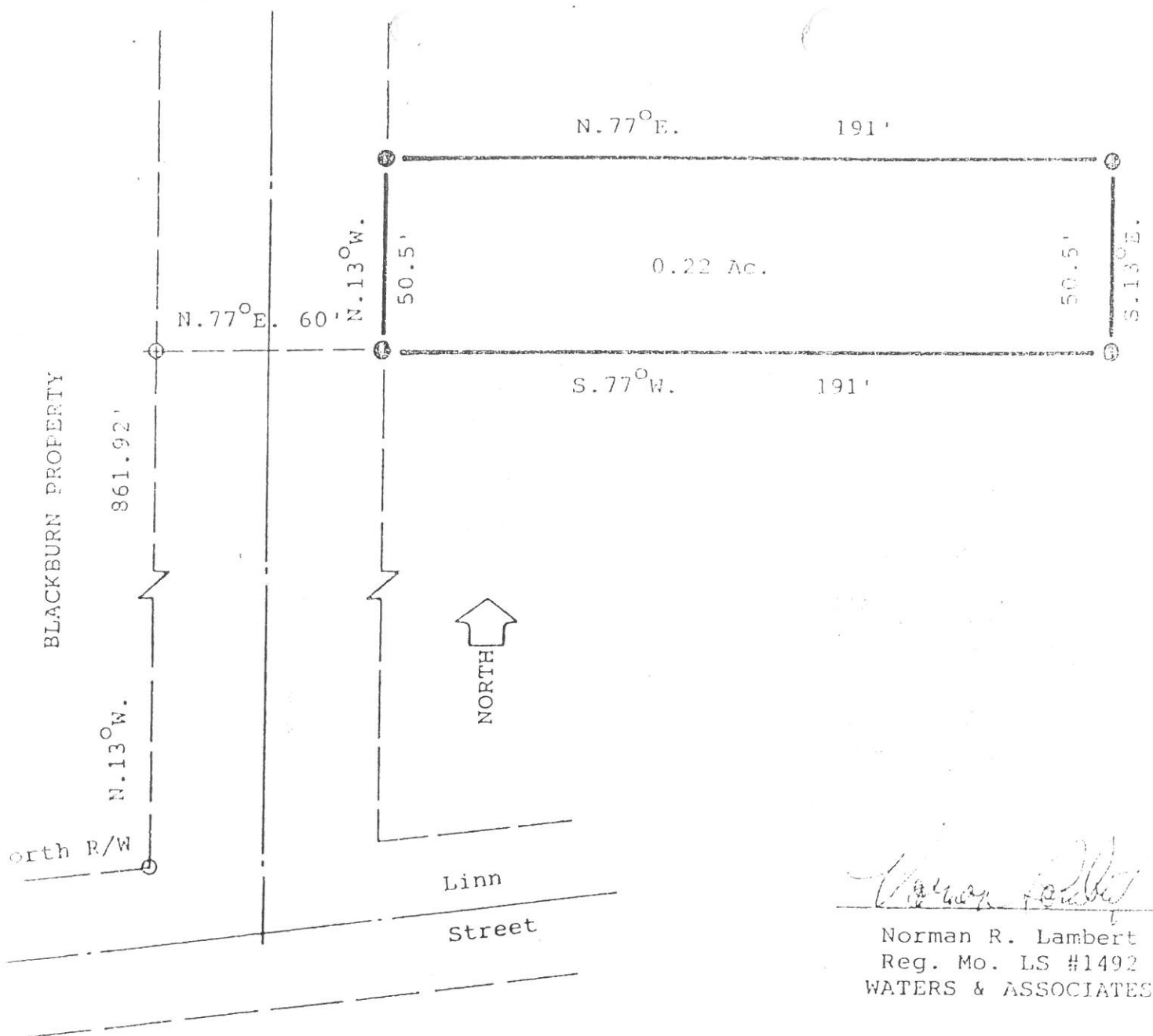

JERRY PULLEN, MAYOR

ATTEST:

CARROLL L. COUCH, CITY CLERK


RON NICHOLS


DEBBIE NICHOLS



A tract or parcel of land lying and being a part of the N $\frac{1}{2}$ of Section 20, Twp. 26N., R. 14E., Scott County, Missouri and being more fully described as follows:

Beginning at the intersection of the east line of the Harvey E. & Flossey M. Blackburn 49.08Ac. tract as recorded in Book 116, Page 176 at the office of the Scott County Recorder of Deeds with the north R/W line of Linn Street (old Sikeston to Charleston Road); thence N. 13° W. on and along the east line of the aforesaid Blackburn tract a distance of 861.92ft. to a point; thence N. 77° E. a distance of 60ft. to a point of beginning proper; thence N. 13° W. a distance of 50.5ft. to a point; thence N. 77° E. a distance of 191ft. to a point; thence S. 13° E. a distance of 50.5ft. to a point; thence S. 77° W. a distance of 191ft. to the point of beginning proper.

Containing in all 0.22 Ac. more or less.

I, the undersigned, do hereby certify that the above plat is a true and accurate description of the property shown therein.

Council Letter

Date of Meeting: 16-06-27

Originating Department: Public Works Department

To the Mayor and City Council:

Subject: Authorization to renew Contract for Services with Sikeston Humane Society

Attachments:

1. Sikeston Humane Society Contract

Action Options:

1. Authorize staff to renew contract for Services with Sikeston Humane Society
2. Other action Council may deem appropriate

Background:

The city contracts with the Sikeston Humane Society to provide services in the management of the city's animal shelter. We operated on a one year contract from July of 2015 thru June of 2016.

Staff is requesting that Council authorize the approval of the proposed contract with the Sikeston Humane Society (See Attached) that is for a period of one year from July of 2016 through June of 2017 in the amount of \$63,000 with no changes to contract.

City of Sikeston – Sikeston Area Humane Society Animal Shelter Housing Agreement

City of Sikeston, Missouri

An agreement from July 1, 2016 through June 30, 2017, between the City of Sikeston, Missouri, a Municipal Corporation, hereinafter called “City” and the Sikeston Area Humane Society, Inc., a not-for-profit corporation, hereinafter called “Society”.

WITNESSETH:

City and Society, in consideration of the mutual covenants herein set forth, agree as follows:

SECTION 1: BASIC SERVICE

- A. The Society, its employees and volunteers shall provide humane treatment and care for all animals in their charge to include but not limited to adequate food, shelter and medical care, in accordance with existing city ordinances, state statutes and federal regulations including, but not limited to, the Animal Care Facilities Act.
- B. The Society shall maintain a current license, as required by Chapter 273 RSMo and issued by the Missouri Department of Agriculture, for the operation of animal boarding facilities and pounds. A copy of the current license shall be provided to the Sikeston City Manager or his designee.
- C. Use of the City-owned shelter located at 1900 Compress Road, Sikeston, Missouri will be restricted to the keeping, care and sheltering of cats and dogs (hereinafter referred to collectively and severally as “animals”) except when other species are brought in by Sikeston Animal Control/Public Safety.
- D. Housing of animals out-of-doors:

- 1) No animals shall be housed out-of-doors during the period December 1 through February 28 of each year. During this designated period outdoor runs and pens shall be used, exclusively, for exercise of the dogs at the City's facility, 1900 Compress Road
- 2) Animals may be housed out-of-doors during the remainder of the year. Outdoor housing at the City's facility will be restricted to the use of no more than five (5) pens with a maximum of four (4) dogs per pen. Management and maintenance of out-of-door housing shall be in accordance with existing city ordinances, state statutes and federal regulations including, but not limited to, the Animal Care Facilities Act.

E. Acceptance of animals:

- 1) The Society shall accept and house animals picked up by the Sikeston Animal Control Officer, Sikeston Code Enforcement Officers, Sikeston Public Safety Officers, or their assistants (hereinafter referred to collectively and severally as the "Officer") and turned over to the Society at the Compress Road facility.
- 2) The Officer will provide appropriate documentation with all known information about the animal being brought to the Society. The Officer will also make note of where and when the animal was picked up.
- 3) The Society will maintain records showing how many animals it receives from the City, including the dates when each animal was received, the inclusive dates of the hold period (as established in Sikeston City Code), the dates when each animal became property of the Society or was released to the owner, and the number and type of inoculations each animal received.

- 4) The Society shall accept stray, found or surrendered animals from the City's residents, at no charge. No solicitations for a donation may be made at the time of the animal's acceptance.
- 5) The Society, at its discretion, may accept stray, found or surrendered animals from non-Sikeston residents. A fee, as determined by the Society, may be charged at the time of the acceptance of these animals.
- 6) The City reserves the right to prior review and approval of any contact(s) entered into between the Society and other public, private or not-for-profit entities for the care, shelter and/or housing of animals at the City-owned facilities, 1900 Compress Road, Sikeston, Missouri.

F. Holding of Animals

- 1) The Society shall house "owner unknown" animals for a minimum holding period as required by City Ordinance and State Statute. After the minimum holding period has been met the animals will become the property of the Society. However, if the animals are deemed ill or injured beyond recovery at the time of impoundment, or should become so ill, or exhibit a communicable disease before the required minimum holding period has been completed, the animal shall be immediately and humanely euthanized.
- 2) If an animal has been declared "dangerous" as defined in Section 205.460 of Sikeston City Code and not reclaimed by its owner, it shall be humanely euthanized after any applicable holding period has expired, unless otherwise ordered by the City. The animal may not be held, transferred, adopted, or placed in a foster home after the holding period.

- 3) City of Sikeston Animal Control and Code Enforcement Officers shall have access to shelter facilities at all times, including after hours, for the purpose of dropping off impounded animals.
- 4) The Society will provide, at all times, no less than three (3) vacant indoor pens for use by the City's Animal Control Officers.
- 5) At least one (1) pen in a separate area will be set aside and labeled for suspected rabid animals, i.e. "Quarantine". Animals housed in quarantine for suspected rabies will be housed for a ten (10) day holding period. If the animal is deemed too vicious to house for the ten (10) day holding period, it will be euthanized and sent in for rabies testing. If the rabid hold animal is to be reclaimed by the owner, then the owner is responsible for paying the quarantine fee of one hundred dollars (\$100.00). The City shall not owe any additional costs for quarantine services.
- 6) Some animals turned over to the Society for impoundment may be given inoculations against communicable diseases; the City shall not be charged any additional fees for the inoculations.
- 7) The Society shall submit a list of fees/costs (i.e. boarding fees, return to owner fees) to be paid for services provided to Sikeston residents during the term of this agreement. Said list shall be approved by the City and attached to this agreement as "Exhibit A".
- 8) The Society is authorized to charge boarding fees and return-to-owner fees to any owner who reclaims an animal in addition to the fees provided in this contract. The Society will retain custody of the animal until the fees are paid.

- 9) If the animal has been reclaimed, it will be the responsibility of the Officer to follow-up with the Society to determine violations of any applicable City Ordinance. The City will receive all monies realized from the fines and court costs that have incurred through Ordinance violations.
- 10) Any animal housed at the shelter and being held for court or investigative purposes cannot be adopted out, transferred, or euthanized. The above said animal will incur a daily boarding charge of ten (\$10.00) per day, which will be billed to the City monthly, and which daily boarding charge is in addition to the contract fees.
- 11) The Society also reserves, for the mutual benefit of the parties, the right to refuse animals, which in its opinion, are being diverted or redirected from other jurisdictions.
- 12) The Society also reserves the right to require that residents who desire or need to have their owned animals euthanized obtain such services from a licensed veterinarian at their own expense.

G. Acceptance of animal carcasses

- 1) The Society agrees to dispose of all animal carcasses which come into its possession, or which result from euthanasia, in accordance with State Law. The Society also agrees to receive from residents of Sikeston; domestic animal carcasses for disposal, for a fee to be paid by the resident, at such rates as the Society may set from time to time.
- 2) The Society agrees to dispose of domestic animal carcasses received from Officers. The City will not be subject to charges for the disposal of said animal carcasses.
 - a. The Officer shall keep a record of the date and location the carcass was found, and description of the animal. At the time the Officer

turns a carcass over to the Society, the Officer will sign a form which shows the date and time the carcass was received by the Society.

SECTION 2: FACILITIES

- A. The City agrees to provide the building and grounds at 1900 Compress Road, Sikeston, MO 63801 for the operation of a municipal animal shelter.
- B. The City reserves the right to enter upon the premises following 24-hour notice to the Shelter Director for the purpose of inspecting the same, or to make repairs, additions or alterations to the premises
- C. The Society agrees to be responsible for all routine maintenance of the building and grounds at 1900 Compress Road in exchange for a rent-free lease of the property with City-paid utilities and solid waste pickup. Routine maintenance shall not include items such as roof replacement, HVAC replacement, and major plumbing repairs.
- D. The Society agrees the grounds at 1900 Compress Road shall be kept clean, mowed and edged on a regular basis. The City agrees to assist the Society by providing mowing of grounds by tractor with bush-hog attachment on a bi-weekly basis from April to October of each year. The City shall not assist with edging, or mowing inside of fenced areas. The Society shall be responsible for mowing of fenced-in areas and all edging. Any mowing of the grounds that may be needed between the City's scheduled mowing will be the responsibility of the Society.
- E. The Society, at its sole cost and expense and with prior City approval may during the term of this agreement make any alterations or improvements to the interior portions of the demised premises which the Society may deem necessary or desirable for its purposes.

- 1) No such alternation or improvements shall be made that will weaken the structure of the building and no structural alterations or improvements shall be made without the prior written approval of the City.
- 2) All work permitted herein shall be done and completed by the Society in a good and workmanlike manner and in compliance with requirements of law and of governmental rules and regulations.
- 3) The Society shall indemnify and hold the City harmless against all mechanics or other liens arising out of such work, and also against any and all claims for damages or injury which may occur during the course of such work.

SECTION 3: LEASEHOLD IMPROVEMENTS

A. Construction of buildings or facilities:

- 1) In the event the Society desires to construct buildings or facilities on the demised premises, the Society shall submit to the City, final plans, specifications and architectural renderings prepared by registered architects and engineers. The Society shall hold the City harmless and reimburse it for any and all expenses of any nature whatsoever arising out of any claim from said improvements. The Society agrees not to construct any buildings or facilities on the demised premises without the prior written consent of the City; however, such approval shall not be unreasonably withheld. Society shall keep indemnify and hold the City's property at 1900 Compress Road free and clear of any and all liens or encumbrances of any kind in any way arising out of any such construction.
- 2) In the event any building or facilities are constructed upon the premises, the Society shall purchase and maintain insurance, naming the City as co-insured, on said buildings or facilities against damage or loss by fire or risk of a similar nature which are on or shall be customarily covered under

standard policies of fire insurance having standard extended coverage endorsements in an amount equal to the fair market value of the buildings or facilities.

B. Termination of Agreement:

- 1) In the event of termination of this agreement for any reason, the City may retain as its sole property all real property improvements which have been constructed by Society, or may require the Society to remove said improvements and restore the land substantially to its original condition, all at Society's expense.
- 2) Upon termination of this agreement, the Society shall remove all personal property from the demised premises, within thirty (30) days, and if Society fails to remove said personal property within that time, said property shall be forfeited to City and may be removed by City at Society's expense.

SECTION 4: TERMS OF AGREEMENT

The terms of this initial agreement shall be for a period of twelve (12) months commencing on July 1, 2016 and ending June 30, 2017.

SECTION 5: REPORTING

- A. The city manager and director of public works shall be notified of all Society board meetings at least 24 hours in advance of each meeting. These meetings shall be open to city staff and/or city representatives.
- B. The Society will submit to the City Manager or his designee, by the 15th day of the month following, a monthly report containing the following:
 - 1) Number of animals taken in from Sikeston and non-Sikeston residents;
 - 2) Number of animals taken in from Sikeston Animal Control/Department of Public Safety;

- 3) Number of animals adopted, placed in foster care, or transferred;
- 4) Number of animals euthanized during the month, and
- 5) Monthly beginning and ending population of the shelter.

- C. The Society shall provide to the City, on an annual basis, an independent financial audit at the close of each 12 month accounting cycle.

SECTION 6: FEES

- A. The City shall pay the Society a fee of sixty three thousand dollars (\$63,000) per contract period, payable in monthly installments of \$5,250.00. Installments will be paid in advance for the duration of this contract.

SECTION 7: INDEMNITY TO CITY

- A. The Society agrees to indemnify the City, save and hold it harmless from any and all loss, cost, demand, suit or judgment or other proceeding arising out of the use of City property or the actions of their organization, employees or volunteers while performing animal shelter functions while using this same property by any person, firm or corporation who may suffer loss or claim loss or damage by reason of said use or actions.
- B. The Society will maintain at all times and provide a certificate of insurance for general public liability insurance naming the City as co-insured with at least the following limits:

General Liability - \$2,000,000

- a. Personal and Advertising Injury - \$1,000,000
- b. Each Occurrence - \$1,000,000
- c. Fire Legal Liability - \$200,000
- d. Medical - \$10,000

Workers Compensation on all employees.

- C. The Society shall require volunteers and shelter visitors to sign a waiver of liability, said form shall be approved by the City.
- D. The Society agrees not to delegate or assign any right or responsibility granted under the provisions of this agreement to other individuals, or organizations without written permission of the City.
- E. The City will not be responsible for any fees, commissions, percentages, gifts or other considerations resulting from an agreement between the Society and any other person, company, corporation, individual or firm outside its organization.

SECTION 8: SOCIETY'S INDEPENDENT CAPACITY

The Society, its officers, employees, agents and volunteers shall act in an independent capacity during the terms of this agreement and not as officer, employee, or volunteer of the City. The Society will absorb all costs associated with conducting housing functions within the animal shelter to include, but not limited to, all personnel cost for their employees, administrative cost, professional service fees, medicine, euthanasia drugs, liability insurance, telephone expense, janitorial supplies, protective equipment and disposal of euthanized animals and carcasses.

SECTION 9: TERMINATION

- A. This agreement shall be for the period July 1, 2016 through June 30, 2017 and may be terminated by either party with a thirty (30) day notice by delivering to the other party written notice of said termination by certified mail.
- B. This agreement may be terminated by the City immediately for any default or violations of the terms and conditions as determined by a majority vote of the City Council after hearing a rebuttal from the Society.

SECTION 10: RENEWAL

This contract may be renewed by a memorandum signed by the City and Society representatives, provided the fee specified in Section 5 and Schedule of Resident Fees (Exhibit A) remains the same as indicated in this document.

SECTION 11: PERSONS BOUND

This agreement is binding upon the Parties hereto, their successors and assigns. IN WITNESS WHEREOF, the City of Sikeston, Missouri, has caused this agreement to be signed by its City Manager and attested to by its City Clerk with the corporate seal of the City, and the Sikeston Area Humane Society, Inc. has hereto by and through its authorized representatives, affixed its names, each in duplicate, on this _____ day of _____ in the year of 2016.

CITY OF SIKESTON, MISSOURI

Jonathan M. Douglass, City Manager

ATTEST:

Carroll Couch, City Clerk

SIKESTON AREA HUMANE SOCIETY, INC.

Kevin Johnson, President

Secretary

Acknowledged:

Director, Sikeston Area Humane Society, Inc.

(Revised 07-01-15)

Council Letter

Date of Meeting: June 27, 2016

Originating Department: City Manager

To the Mayor and City Council:

Subject: Department of Economic Development/Chamber of Commerce Partnership

Attachment(s):

1. Organizational Chart
2. City/Chamber of Commerce Contract for Administrative Services
3. City/Chamber of Commerce Lease of Office Space

Action Options:

1. Authorize the mayor to sign Contract for Administrative Services and Lease Agreement with the Chamber of Commerce.
2. Other Action Council May Deem Necessary

Background:

In January 2016, the City organized a joint meeting on economic development strategy and invited representatives of the City Council, Chamber of Commerce, DED Board, Sikeston BMU, Sikeston R-6 Schools, Missouri Delta Medical Center and others for a strategic discussion on economic development efforts in Sikeston. Since that time, an ad-hoc group of concerned citizens (Steven Burch, Jon Gilmore, Jeff Sutton, Brian Menz, Larry Eby, and Zach Fayette) has been developing a plan for a unified Department of Economic Development/Chamber of Commerce organization that would provide a centralized point of contact for all economic development activities in Sikeston.

With the recent departure of the Chamber of Commerce Director/CEO, and the announced retirement of the City's Economic Development Director, the community has been presented with the opportunity to unite these two organizations under the executive leadership of one economic development professional. With that goal in mind, the ad-hoc group has consulted with both the Chamber of Commerce Board and the DED Board to develop the following model for consideration by the City Council and the Chamber of Commerce.

- The Chamber of Commerce will employ a CEO/Director and administrative support.

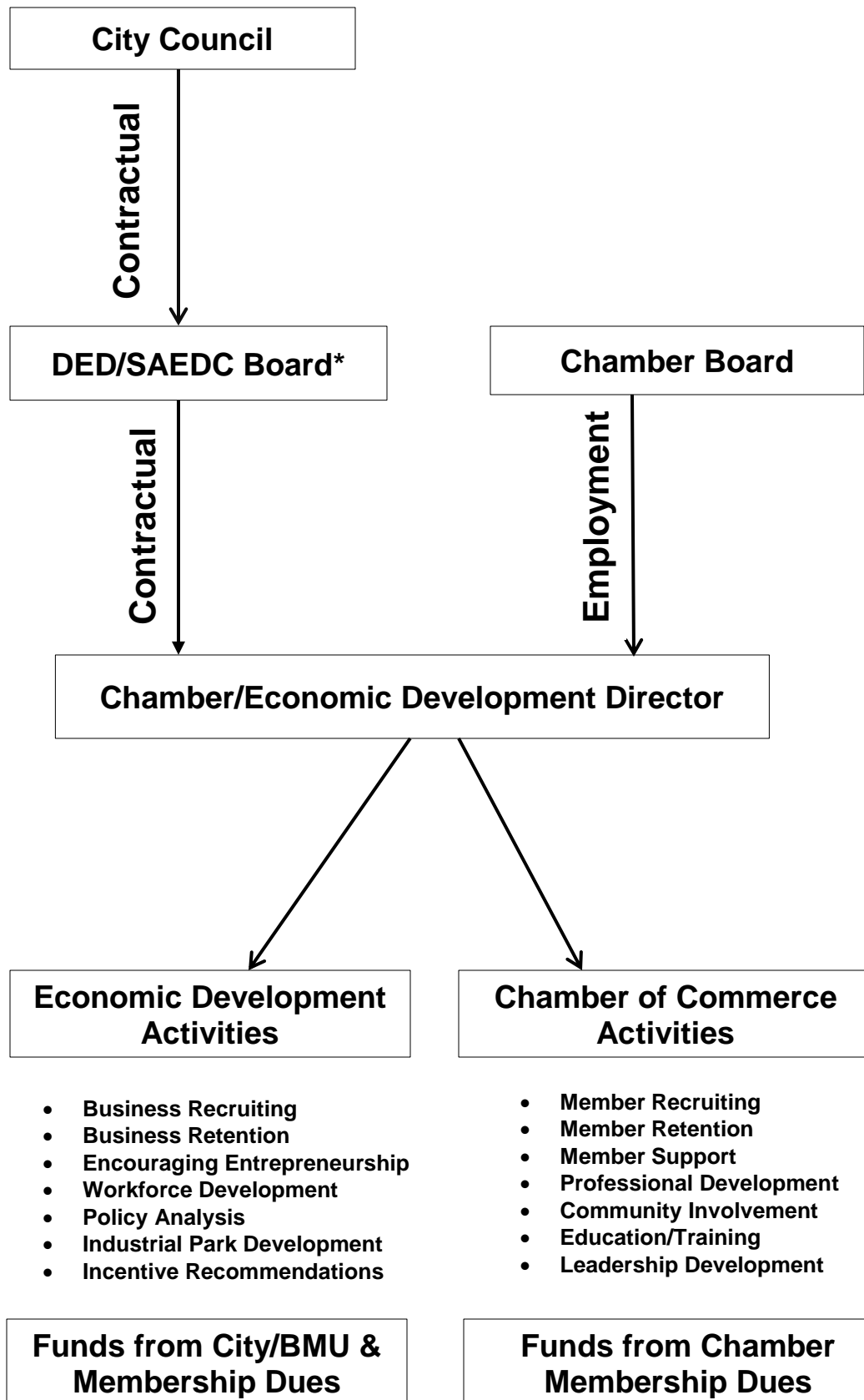
- The City will contract with a new non-profit Sikeston Area Economic Development Corporation (SAEDC) to provide economic development activities such as business recruiting/retention, workforce development, economic development policy analysis, negotiation of industrial park land sales, negotiation of incentives, etc.
 - Until bylaws are adopted and initial appointments to the SAEDC Board are made, the DED board will continue to function in this role and the city will contract directly with the Chamber.
 - The SAEDC Board will have standing members from public entities such as the City and Counties, and other community members that are contributors to the organization. Initial appointments will be made by the organizers of the SAEDC, and the bylaws under development will set forth how replacement board members are chosen.
- On a contractual basis, the Chamber of Commerce will provide executive and administrative staffing to the City/SAEDC.
 - The Sikeston BMU will continue to provide funding for the City's economic development function.
 - The City's proposed FY17 Budget shows a \$250,000 allocation from the BMU to the City for economic development purposes. The City will retain \$25,000 of those funds for activities including industrial park maintenance, City membership in the Bootheel Regional Planning and Economic Development Commission and other associations, and postage/legal advertising related to economic development. The other \$225,000 will be allocated by the City to the SAEDC, which will contract with the Chamber of Commerce for staffing. [Again, until bylaws are adopted and initial appointments to the SAEDC Board are made, the city will contract directly with the Chamber.]
- The City will lease furnished office space (the current DED offices) to the Chamber of Commerce for location of the new unified Department of Economic Development and Chamber of Commerce.

The Chamber of Commerce has announced the hiring of Barry Sellers, an experienced chamber of commerce and economic development executive from Sherwood, Arkansas, as their new CEO/Executive Director. Mr. Sellers starts work for the Chamber on July 1.

In addition to the lease of the current DED offices to the Chamber, the City also has two separate but related commercial lease agreements, one with the Chamber of Commerce and one with Withers Broadcasting:

- 215 N New Madrid (former Post Office and DPS Headquarters): This building is leased by the Chamber from the City, and is currently only used by the Chamber for storage. As part of this lease document the City also agrees to demolish the former EBS Building and convey title of that building to the Chamber. Demolition of that building should be completed in the next 90 days. With the Chamber moving into the DED Offices and making only limited use of 215 N New Madrid, we anticipate amending that agreement and perhaps making most of the building available to a new lessee. Historic Downtown Sikeston has expressed interest in using the building for a business incubator project. Staff will bring this item back to the Council for a full discussion at a later date.
- 1 Industrial Drive. Withers Broadcasting has a 50 year lease from the City ending in 2062 for this building near the Sikeston Airport. As part of the land acquisitions related to

the building of the new DPS Headquarters, the Chamber moved from 1 Industrial Drive to 215 N New Madrid, and Withers Broadcasting moved from the SW corner of W Malone and S Kingshighway (now the DPS parking lot) to 1 Industrial Drive. As part of those agreements, the City agreed to reimburse Withers Broadcasting up to \$127,000 for expansion of the building at 1 Industrial Drive. The money for that reimbursement is to be paid from the USDA loan proceeds used to finance the construction of the DPS Headquarters, and is already in the Sikeston Economic Development Corporation's bank account. Withers has reportedly begun making purchases for the expansion of the radio station and the city expects to begin making payments from those funds in the near future.



*DED Board will fill this role until SAEDC is fully formed

CONTRACT FOR ADMINISTRATIVE SERVICES

THIS CONTRACT FOR ADMINISTRATIVE SERVICES (“**Agreement**”) is made and entered into effective as of _____, 2016 (“**Effective Date**”) by and between **the City of Sikeston, Missouri** (“**City**”), and **Sikeston Regional Chamber of Commerce, Inc.**, a Missouri nonprofit corporation (“**Chamber**”).

WITNESSETH

WHEREAS, City has responsibility for economic development services within the corporate limits of Sikeston, Missouri; and

WHEREAS, City requires administrative services to accomplish economic development services on behalf of the Sikeston community; and

WHEREAS, Chamber is a nonprofit corporation performing services relating to promotion of common business and economic interests and has the capacity and willingness to provide the services needed by **City** upon the terms and conditions set forth herein; and

WHEREAS, City desires to contract with **Chamber** to perform the services described in this Agreement;

WHEREAS, Chamber desires to provide professional services for the administration of economic development services in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, **City** and **Chamber** do hereby mutually agree as follows:

1. **TERM.** The term of this Agreement shall commence on the Effective Date and shall continue through June 30, 2017 (“Initial Term”). Following the Initial Term, this Agreement shall be extended for additional one (1) year periods (each a “**Renewal Term**”), unless either party provides at least sixty (60) days written notice of termination to the other party. The “**Term**” of this Agreement shall mean the Initial Term and all Renewal Terms.

2. **RESPONSIBILITIES OF ADMINISTRATOR.** **Chamber** will provide professional services for the administration of economic development services (“Administrative Services”) in accordance with the terms and conditions of this Agreement as follows:

- (a) Provide a central point of contact for all economic development activities in the community;
- (b) Recruit new businesses;
- (c) Retain existing businesses;
- (d) Encourage entrepreneurship;

- (e) Develop workforce;
- (f) Analyze economic development policies;
- (g) Negotiate, in close consultation with the City's manager, sale(s) of land in City's industrial park;
- (h) Negotiate, in close consultation with the City's manager, economic development incentive packages for analysis and consideration by the **Department of Economic Development Advisory Board ("DED Board")** and **City**;
- (i) Maintain financial records for its depository account(s);
- (j) Maintain all project files;
- (k) Prepare and submit progress reports to **DED Board**;
- (l) Attend all meetings as directed by **DED Board**;
- (m) Other responsibilities as assigned.

3. **RESPONSIBILITIES OF CITY.** **City** shall assume responsibility for assisting Administrator as far possible for the purpose of efficiency, but nothing herein shall be construed as relieving Administrator of its responsibility to provide Administrative Services.

4. **PAYMENT TERMS AND CONDITIONS.** **City** shall pay **Chamber** two hundred twenty-five thousand dollars (\$225,000.00) annually, in pro-rated monthly installments, for the Administrative Services.

5. **EXCLUSIVITY.** **Chamber** agrees that during the term of this Agreement, **Chamber** shall provide no services to other entities which are incompatible with the Administrative Services provided to **City** under this Agreement.

6. **CONFIDENTIALITY.** **Chamber** acknowledges that during its association with **City, Chamber**, its governing board and employees may be brought into contact with confidential methods of operations, marketing strategies, trade secrets, knowledge, techniques, data and other information of a confidential nature about the operations and business of **City** and other private entities ("Confidential Information") and that such Confidential Information has a special and unique value to **City**. Therefore, **Chamber** and each of its board members and employees will not in any manner, directly or indirectly, disclose or divulge to any person, or other entity, whatsoever, or use for his/her own benefit or for the benefit of any other person or other entity whatsoever, directly or indirectly any of such Confidential Information. Upon the expiration or termination by any party for any reason of this Agreement, **Chamber** and each of its board members and employees shall immediately return to **City** any and all Confidential Information in the possession or control of

Chamber and each of its board members and employees.

7. **TERMINATION.** The parties may terminate this Agreement as follows:

a. **Termination Without Cause.** Either party may terminate this Agreement by giving at least ninety (90) days prior written notice to the other party stating the effective date of termination.

b. **Breach.** Any party hereto may terminate this Agreement immediately if the other party breaches this Agreement and such breach is not cured within fifteen (15) days after receipt by the breaching party of written notice of such breach.

8. **INTEREST OF PARTIES.** No officer, member or employee of **City** or **Chamber**, its designees or agents and no member of its governing body who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested, or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

9. **RECORDS.** **Chamber** agrees to abide by the Missouri Sunshine Law with respect to records kept relating to services provided under this Agreement. **Chamber** shall, within one (1) business day of receiving requests for disclosure of records, share such requests with **City**, and agrees to cooperate with **City** in response to records requests. **Chamber** agrees that upon termination of this Agreement, **Chamber** will turn over to **City** all records relating to projects undertaken under the auspices of this Agreement.

10. **GOVERNING LAW.** This Agreement shall be governed by and construed under and in accordance with the laws of the State of Missouri.

11. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between **City** and **Chamber** and supersedes all prior proposals, negotiations, representations, communications, writings and agreements between **City** and **Chamber** with respect to the subject matter hereof, whether oral or written. This Agreement may only be amended or modified by a subsequent written agreement between duly authorized representatives of **City** and **Chamber**. This Agreement shall be binding on the parties, their successors, and permitted assigns.

12. **ATTORNEYS' FEES.** In the event legal action is instituted to enforce this Agreement or any part hereof, the prevailing party shall be entitled to reasonable attorneys' fees and actual costs incurred in connection with such action.

IN WITNESS WHEREOF, each person signing below represents and warrants that he or she is fully authorized to execute and deliver this Agreement in the capacity set forth beneath his or her signature and the parties hereto have executed this Agreement as of the date and year first written below.

CITY:

City of Sikeston, Missouri

By: _____

Name
Title

CHAMBER:

**Sikeston Regional Chamber of
Commerce, Inc.**

By: _____

Name
Title

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this ____ day of _____, 2016, by and between **City of Sikeston, Missouri**, a municipality ("Lessor"), and **Sikeston Regional Chamber of Commerce, Inc.**, a Missouri nonprofit corporation ("Lessee").

WHEREAS, Lessor is the owner of office space and improvements to be leased to Lessee on real estate (hereinafter "Leased Premises") located at 128 N. New Madrid Street, Sikeston, Missouri; and

WHEREAS, Lessee is a nonprofit corporation desiring to lease the Leased Premises.

NOW, THEREFORE, the parties agree as follows:

1. **TERM.** The term of this Lease, subject to the conditions set out herein, shall be for a period of two (2) years commencing on July 1, 2016 and terminating on June 30, 2018. Any extension of the Lease beyond the termination date shall be in writing. This Lease is not automatically renewable.

2. **PREMISES.** The Leased Premises shall consist of office space and improvements on real estate located at 128 N. New Madrid Street, Sikeston, Scott County, Missouri legally described in Exhibit A attached hereto. The Leased Premises shall include the Department of Economic Development Conference Room excepting that Lessor reserves the right to use the Conference Room from time to time as needed.

3. **RENT.** Lessee shall pay to Lessor as base rent the sum of Two Hundred Dollars (\$200.00) per month, in advance, for the use of the Leased Premises specified hereinabove. All rental payments are due on the first day of each month, and shall be mailed to City of Sikeston, 105 E Center St, Sikeston, MO 63801.

4. **PERSONAL PROPERTY.** All fixtures and personal property attached to or used in connection with said premises are included in this lease, including, but not limited to, the following: plumbing, heating, air conditioning units and fixtures, lighting fixtures, affixed cabinets, windows and doors. All equipment and furnishings included in the lease are listed on Exhibit B attached hereto ("Equipment and Furnishings"). Lessee shall be responsible for all maintenance and replacement of the Equipment and Furnishings. Lessee shall not dispose of any Equipment and Furnishings without the express written consent of Lessor.

5. **UTILITIES.** Lessor shall be responsible for electricity, water, sewer, and trash utilities. Lessee shall be responsible for any other utilities on the Leased Premises, including telephone, television, and internet services.

6. **MAINTENANCE, REPAIRS AND REPLACEMENT.** Lessee shall keep and maintain the Leased Premises in as good a state of repair, ordinary wear and tear excepted, as the same are turned over to it, and in a clean, safe and sanitary condition. Lessor agrees to make all

necessary repairs, interior, exterior and structural, to said building and other improvements during the term of this Lease. Lessee shall pay and hold Lessor free and harmless from bills of assessments for telephone, television, and internet services and any other expenses arising out of or incident to the occupancy of the Leased Premises. Lessee agrees to repair and restore all damage to improvements or any part thereof, from any cause whatsoever, at Lessee's expense, and without cost to Lessor.

7. **MECHANIC'S LIENS.** Lessee shall not allow any mechanic's liens to be filed against any part of Leased Premises.

8. **ASSIGNMENT AND SUBLETTING.** Lessee shall not sublet or assign the Leased Premises to any other person or entity, nor permit use of the Leased Premises by any other person during the term of this Lease, without the written consent of the Lessor.

9. **DEFAULT.** Default in payment of rent shall constitute a default under this Lease, and any payment not made within five (5) business days after its due date shall be considered a default at the option of the Lessor. Upon the occurrence of a default under any of the terms of this Lease, Lessor shall have the option to terminate this Lease forthwith, and to thereafter deny possession of the premises to Lessee. Lessee shall remain obligated for the rent under this Agreement.

10. **TERMINATION.** The parties may by mutual agreement, and upon not less than thirty (30) days notice, terminate the tenancy provided for in this agreement. The party wishing to terminate the agreement shall give the other party written notice of intention to terminate, and if the parties mutually agree to terminate the tenancy, they shall thereafter execute a written agreement terminating the provisions hereof, and specifying any conditions of termination to which the parties may agree. Provided, however, that Lessee may unilaterally terminate upon ninety (90) days notice to Lessor.

11. **INDEMNIFICATION.** Lessee shall indemnify and hold Lessor harmless from any and all damages, claims or personal injuries including, but not limited to, those arising from any negligence on the part of the Lessee, or Lessee's guests, invitees or agents; and in the event any legal action is brought therefor against the Lessor or any of its agents or employees as a result of the actions of Lessee pursuant to his rights herein, Lessee shall assume full responsibility for the defense thereof, and upon failure to do so on proper notice, Lessor reserves the right to defend such action and to charge all costs thereof to Lessee. Lessee shall assume all precautions necessary to protect himself, his guests, invitees and agents against injury.

12. **ATTORNEY FEES.** In the event either party to this Agreement is required to employ the services of an attorney to enforce the provisions of this Lease, or any term or condition thereof, the parties agree that the prevailing party's actual reasonable attorney fees shall be paid by the other party, in addition to all costs and expenses of any suit brought by or against the prevailing party.

13. **COMPLIANCE WITH LAWS.** The Lessee shall keep the Leased Premises and operate its business therein in a manner which shall be in compliance with all applicable laws, ordinances, rules and regulations of the city, county, state and federal government, and any department thereof, including, but not limited to, environmental laws, regulations, ordinances and requirements. Lessee will not permit the Leased Premises to be used for any unlawful purpose, and will protect the Lessor and hold the Lessor harmless from any and all fines and penalties that may result from or be due to any infractions or non-compliance with such laws, ordinances, statutes, rules or regulations.

14. **NOTICES.** All notices or demands required to be given by one party hereto to the other shall be in writing and shall only be effective if delivered in person or mailed by certified or registered United States Mail, or by facsimile transmission to:

To Lessor at: City of Sikeston, Missouri
ATTN: _____

Sikeston, MO 63801

And Lessor's Attorney:

To Lessee at: Sikeston Regional Chamber
of Commerce, Inc.
128 N. New Madrid Street
Sikeston, MO 63801

And Lessee's Attorney:

or such other addresses as either party designates by notice, to the other party at any time.

15. **FIRE AND CASUALTY INSURANCE.** Lessor shall keep the Leased Premises insured during the terms of this Lease against losses or damages by fire, lightning, windstorm, hail, explosion, riot and civil commotion, aircraft and vehicles, smoke, and other available extended coverages. Lessee shall keep its personal property placed in or about the Leased Premises insured against theft, injury or casualty damage.

16. **PUBLIC LIABILITY INSURANCE.** Lessee shall maintain, at its own expense, during the term of its occupancy, a policy of public liability and property damage insurance with a company acceptable to Lessor, in which policy Lessor shall be named as an additional insured, and to furnish to Lessor current certificates or endorsements evidencing the existence of such

17. **CASUALTY DAMAGE.** In case the Leased Premises or any portion thereof hereby leased shall be destroyed or so damaged by fire, or so injured by the elements, or by any other cause, as in the judgment of Lessee to render the same untenable and unfit for occupancy, Lessee may, at its option, terminate this Lease or continue to occupy the premises with the rental abated in an amount equal to a percentage of the total rent as it bears to the ratio of the square footage of the damaged or destroyed area to the total square footage of the rented area after such destruction or damage.

19. **INSPECTION.** Lessee grants to Lessor the right to enter upon the premises to inspect the same and for purposes pertaining to the rights of Lessor.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate the day and year first above written.

By: _____
 _____ Name
 _____ Title

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate the day and year first above written.

LESSEE:
REGIONAL CHAMBER
OF COMMERCE, INC.

SIKESTON

By: _____
 _____ Name
 _____ Title

EXHIBIT A

Legal Description of Lease Premises

EXHIBIT B

Equipment and Furnishings
Included in Lease

ITEM	QUANTITY
Receptionist Desk-Work Station	1
Office Desks	2
Credenza	1
Desk Chairs	4
End Tables	4
Coffee Table	1
Maroon Love Seat	1
Office Chairs	7
Board Room Chairs	12
Board Table	1
55" Sharp Television (SN 202836573)	1
One (2 drawer) File Cabinet	1
Sharp Calculator	1
Dell Computer (DEDSECW7793)	1
Cannon Image Runner Copier (5133)	1
Hewlett Packard Copier	1
Whirlpool Refrigerator	1
Hoover Vacuum Cleaner	1
Bunn Coffee Maker	1
Shredder	1
Hole Puncher	1
Paper Cutter	1
Misc. file and paper holders, storage bins	7
Sharp Microwave	1

Council Letter

Date of Meeting: 16-06-27

Originating Department: Public Works

To the Mayor and City Council:

Subject: Briefing, 2016 VISION Leadership Sikeston Dog Park Class Project

Action Options:

1. Other action Council may deem appropriate

Background:

The 2016 VISION Leadership Sikeston group is looking to build a Dog Park at the Recreation Complex for their class project. Funding for the project is through the 2016 VISION Sikeston Leadership group receiving donations and hosting a fall fundraiser, so there is no cost to the city. The Parks and Recreation Department will be assisting them to determine an exact location and layout for the park.

Council Letter

Date of Meeting: 16-06-27

Originating Department: Public Works Department

To the Mayor and City Council:

Subject: Authorization to apply for MoDOT funding opportunity

Attachments:

1. Guidelines for Missouri Moves Cost Share Program

Action Options:

1. Authorize the City to apply for MoDOT funding opportunity
2. Other Action Council May Deem Necessary

Background:

The Missouri Department of Transportation has recently issued a call for applications for the "Missouri Moves Cost Share Program". It is inviting cities to apply for a share of a \$20 million dollar pot of funds. Guidelines for applying for these funds include:

- Projects must be on MoDOT system
- MoDOT will share up to 50% in the costs
- Road & Bridge projects qualify, as well as, bike/ped and multimodal
- No more than 25% of the total funds can go to any one district.
- Funding deadline is 7/29/16

We are seeking council authorization to apply for these funds for a project along Salcedo Road to improve the drainage ditches and driveway pipes between Northwest St and the Sikeston Ridge to the west. We anticipate this project having a construction estimate of \$300,000 to \$400,000, and plan to request a 50% share from MoDOT.

Missouri Moves Cost Share Program Guidelines

PURPOSE

The purpose of the Missouri Moves Cost Share Program is to build partnerships with local entities to pool efforts and resources to deliver transportation projects. The Missouri Department of Transportation (MoDOT) funds this program with General Revenue appropriations from the General Assembly. One-third of appropriations are set-aside for multimodal (air, rail, waterways, transit) and bicycle/pedestrian projects. If applications for multimodal and bicycle/pedestrian projects are insufficient to utilize one-third of the appropriations, the residual is eligible for road and bridge projects. Projects are selected by the Cost Share/Economic Development Committee, which consists of the Chief Engineer, Chief Financial Officer and the Assistant Chief Engineer. They are then recommended for approval via a STIP amendment.

GUIDELINES

1. Eligible Projects

The Missouri Moves Cost Share Program provides financial assistance to public and private applicants for state and local projects satisfying a transportation need. Projects include roads, bridges, bicycle/pedestrian accommodations and multimodal facilities. MoDOT participates up to 50 percent of the total project costs.

Preliminary engineering, right of way and construction inspection services are provided by consultants or local partners.

Operating assistance for multimodal services is not an eligible project.

2. Application Process

The applicant works with the appropriate MoDOT District or Multimodal Operations Division contact to determine the project scope and estimated cost. The District or Multimodal Operations Division assists the applicant in preparing the Request for Environmental Services (RES), if applicable, and the Missouri Moves Cost Share application. The application is available online at http://www.modot.mo.gov/missourimoves/documents/MissouriMovesCostShareProgram_Application.pdf. A letter of support from the District Engineer must be submitted with the application. The letter of support shall explain in detail the significance of the project and the impact it could have on Missouri's transportation system. A letter of support from the metropolitan planning organization (MPO) or regional planning commission (RPC) is also required.

The items listed below must be submitted to Financial Services by the established deadline. Application deadlines are posted on the Partnership Development website at: <http://www.modot.org/missourimoves>.

- Signed and completed application
- District Engineer's support letter
- MPO's or RPC's support letter
- Traffic or demand models/reports
- Project timeline
- Project map

3. **Review Process**

Each application is reviewed for verification of the following criteria:

- The total project costs are in excess of \$200,000 except for bicycle/pedestrian projects which are in excess of \$100,000.
- The total project costs include preliminary engineering, environmental services, right of way services and acquisitions, utilities, construction, construction inspection and other costs.
- The applicant agrees to provide their share of the total project costs to MoDOT prior to the project being advertised for projects located on the state system.
- The applicant agrees to provide project administration and bill MoDOT for its share of the total project costs as incurred for projects not located on the state system.

After initial verification of the application, Financial Services forwards the application to the Missouri Moves Cost Share Pre-approval Team.

The Pre-approval Team consists of staff from Financial Services, Transportation Planning, Traffic and Highway Safety, Design (including Right of Way, Local Program and Non-motorized Transportation), Multimodal Operations, Motor Carrier Services and Chief Counsel's Office. The team is responsible for submitting comments and a recommendation to Financial Services on or before the specified deadline. The Pre-approval Team meets with District staff to discuss the application, resolve any outstanding issues and determine the team's recommendation to the Cost Share/Economic Development Committee.

The Pre-Approval Team ranks applications as high, medium and low based the following criteria: Project Category – safety, preservation (Taking Care of the System [TCOS]) or expansion; State System (not applicable for multimodal and bicycle/pedestrian) – yes or no; Applicant's Level of Participation – 50 percent or more; Applicant's Source of Matching Funds – non-federal or federal; and Current Project Status – ready to advertise for construction bids, design plans 30 percent complete or conceptual plans complete.

No more than 25 percent of the annual General Revenue appropriation can be distributed to any one District, unless insufficient applications are received.

Financial Services prepares the Missouri Moves Cost Share notebooks, which include the meeting agenda, project review sheets, project maps and team recommendations. Notebooks are distributed to the Committee members one week prior to the meeting.

4. Approval Process

The District or Multimodal Operations Division presents the team's recommendation for each application to the Committee. The Committee takes into consideration the rankings provided by the Pre-approval Team.

The Committee recommends, denies or requests additional information for each application. Recommended projects are included in a subsequent STIP amendment for Commission approval.

Financial Services provides a letter for the District engineer to send the applicant informing them of the Cost Share/Economic Development Committee's decision and discussion points. If additional information is needed, Financial Services will compile the requested information and provide it to the Committee.

- **Project Agreement and Programming Process**

The District or Multimodal Operations Division works with the approved applicant to draft the Missouri Moves Cost Share agreement, using the form FS27 found on the Chief Counsel's Office intranet page. Agreements include the maximum amount of approved Missouri Moves Cost Share funding. The District or Multimodal Operations Division sends the agreement to the "Agreements" email group for review. The District, Multimodal Operations Division and applicant address all comments and make appropriate changes to the agreement. The agreement is sent to the Chief Counsel's Office for a final review before the applicant executes the agreement.

The applicant must execute the agreement within three months after the recommendation of the Committee to prevent the funds from expiring and being allocated to another project, unless an extension is approved by the Committee.

If the project is within an MPO, the District works with the MPO to amend the Transportation Improvement Program (TIP) at this time.

Once the applicant executes the agreement, the District or Multimodal Operations Division submits the agreement to Financial Services. The District or Multimodal Operations Division coordinates with Transportation Planning to amend the project to the STIP. Once the month is set for the project to be amended to the STIP, Financial Services sends the agreement to the Chief Counsel's Office to sign as to form. The Chief Counsel's Office then forwards the agreement to the Commission Secretary's Office for approval and execution at the same time the project is amended to the STIP. The funds and STIP programming are contingent upon an executed agreement between the applicant and the

Missouri Highways and Transportation Commission (MHTC). Financial Services forwards the fully executed agreement to the District, Transportation Planning, Design, Multimodal Operations (if applicable) and retains a copy.

- Project Delivery Process

The District ensures the design, right of way and construction activities comply with the Engineering Policy Guide (EPG) for road, bridge and bicycle/pedestrian projects.

Projects on the MoDOT system will adhere to federal standards and will be programmed in the STIP as federal projects.

The Multimodal Operations Division ensures the design, right of way and construction activities comply with all applicable requirements for multimodal projects.

Financial Services works with Transportation Planning and Multimodal Operations to determine funds utilized on projects (at bid award and/or project completion) and returns any excess funds to the Missouri Moves Cost Share Program.

Council Letter

Date of Meeting: June 27, 2016

Originating Department: City Manager

To the Mayor and City Council:

Subject: Rail Trail Master Plan Consultant

Attachment(s):

1. Contract and Exhibit

Action Options:

1. Execute Contract with Gateway Design Studio for RFP 16-19, Rail Trail Master Plan
2. Other Action Council May Deem Necessary

Background:

Council previously approved the award of RFP 16-19 to Gateway Design Studio of St Louis, MO, for a not-to-exceed fee of \$17,000 plus reimbursable expenses up to \$1,000. Staff now requests that Council authorize execution of the contract.

The City of Sikeston has acquired trail rights to the former Union Pacific Railroad corridor along Malone Ave. To prepare for future development of a recreational trail along the former railroad (also known as a "rail trail"), the City released a Request for Proposals (RFP) for firms interested in creating a master plan for the trail. The master plan would be a conceptual plan of the proposed trail showing the trail alignment, trailhead locations, street crossings, linkages to other trails/parks/sidewalks/commercial centers, other recommended features and amenities, signage, landscaping, safety features, etc. In addition to street crossing locations it would also recommend conceptual design treatments for facilitating safe crossings by trail users. The master plan would also identify potential construction phases so the project could be tackled one section at a time as funding allows. Proposals were received from four firms: Gateway Design Studio, Plaid Collaborative, Planning Design Studio, and SWT Design. Review of the proposals included a check of references and prior work products. With the concurrence of the Professional Consulting Committee, staff recommends award of RFP 16-19 to Gateway Design Studio of St Louis, MO, for a not-to-exceed fee of \$17,000 plus reimbursable expenses up to \$1,000. The proposed FY17 budget contains \$30,000 for this project.

PROFESSIONAL MASTER PLANNING SERVICES CONTRACT

This Contract (the "CONTRACT") is by and between the City of Sikeston, Missouri hereafter referred to as "CITY" and Gateway Design Studio, LLC, hereinafter referred to as "CONSULTANT".

The CITY has selected CONSULTANT to perform professional master planning design services for the development of plans and documents for: Rail to Trail Master Plan located in Sikeston, Missouri.

CITY and CONSULTANT hereby mutually agree as follows:

ARTICLE 1 - SCOPE OF SERVICES

The services covered by this CONTRACT shall include furnishing the professional, technical and other personnel necessary for the planning and design of the **Sikeston Rail to Trail Master Plan** (the "PROJECT"). CONSULTANT agrees to perform all those services described in Exhibit A, attached hereto, and made a part hereof, in accordance with the terms and conditions stated therein, (such services being hereinafter referred to as the "WORK").

ARTICLE 2 – STANDARDS AND APPROVALS

Design criteria and project planning will be in accordance with the standards of the CITY. Approvals for this PROJECT may be required from the Missouri Department of Transportation and possibly other public review agencies. The CONSULTANT shall be responsible for applying for any Approvals per the CITY'S direction that are required for the PROJECT. The CONSULTANT shall prepare all documents required to apply for the required Approvals and shall represent the CITY at all meetings in which the various agencies requests the CITY'S attendance. The CONSULTANT shall provide any additional information requested by the agencies, and shall revise the applications and/or plans, as required by the agencies, in order for the agencies to properly evaluate the applications.

ARTICLE 3 - FEES AND PAYMENT

1. For the services described in Exhibit A - Scope of Services, the CITY will pay and the CONSULTANT will accept as full compensation, actual costs of services and supplies based upon the rates provided in the Base Scope of Services, the total amount not to exceed **Seventeen Thousand and 00/100 dollars (\$17,000.00)**.
2. Progress payments for services rendered shall be made monthly upon submission of a detailed invoice, in form reasonably satisfactory to the City Representative (as defined in Article 16 below) for work performed during the previous month. The CITY will make progress payments not later than thirty days after receipt of acceptable invoices with appropriate documentation.
3. A retainer fee of \$1,700.00 shall be invoiced and due within 30 days upon signing of this CONTRACT and credited towards the overall fee upon payment.

ARTICLE 4 - SUBCONTRACTING

Except as listed on Exhibit A attached hereto, no part of the services to be performed by CONSULTANT hereunder shall be subcontracted without the prior written consent of the CITY. The subcontracting of the work shall in no way relieve the CONSULTANT of CONSULTANT'S primary responsibility for the quality and performance of the work. CONSULTANT shall assure that any sub consultant, as provided for herein, is in full compliance with all laws, rules, regulations, ordinances, provisions of this CONTRACT, and, without limiting the generality of the foregoing, compliance with all federal laws applicable to contracts of this type.

ARTICLE 5 - RESPONSIBILITY OF CONSULTANT

The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of designs, drawings, specifications, and other services furnished under this CONTRACT. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in his designs, drawings, specifications and other services.

All plans, specifications and other documents shall be endorsed by the CONSULTANT and shall reflect the name and seal of the Professional Landscape Architect endorsing the work.

The CONSULTANT shall defend suits or claims for infringement of any copyright or patent rights arising out of use or adoption of any design, drawings or specifications furnished by him, and shall indemnify the CITY or other agency of government from loss or damage on account thereof.

Neither the CITY'S review, approval, acceptance of, nor payment for, any of the services required under this CONTRACT shall be construed to operate as a waiver of any rights under this CONTRACT or any cause of action arising out of the performance of this CONTRACT, and the CONSULTANT shall be and remain liable to the CITY in accordance with applicable CITY codes and Ordinances and State and Federal laws for any relevant damages to the CITY caused by the CONSULTANT'S negligent performance of any of the services furnished under this CONTRACT.

ARTICLE 6 - TIME OF COMPLETION

The services of the CONSULTANT shall commence upon receipt of a Notice to Proceed from the CITY, which Notice shall be in writing, and the CONSULTANT shall within ten days proceed with the schedule as set forth in Exhibit A.

The times specified herein may be extended by written order of the City Representative in the event of unavoidable delay. The CONSULTANT may submit to City Representative timely requests for extension of time before plans are due, citing reasons why the delay involved is unavoidable.

ARTICLE 7 - INFORMATION BY THE CITY

The CITY will provide upon request available information of record to the CONSULTANT. The CITY will provide representatives to attend meetings with interested property owners and public agencies and utilities, upon request of the CONSULTANT.

ARTICLE 8 - INSURANCE REQUIREMENTS

The CONSULTANT and its Sub consultants shall procure and maintain during the life of this CONTRACT insurance of the types and minimum amounts as follows:

1. Worker's Compensation in full compliance with statutory requirements of Federal and State of Missouri law and Employer's Liability coverage in the amount of \$500,000.
2. Comprehensive General Liability and Bodily Injury, including

Liability and Medical Expenses:	\$1,000,000 each occurrence
Medical Expenses:	\$5,000 each person
 Bodily Injury or Property Damage:	 \$2,000,000 aggregate
All Other Injury or Damage	\$2,000,000
(Including Medical Expenses)	
 Hired Auto Liability	 Included in Limits
Non-Owned Auto Liability	Included in Limits
3. Comprehensive Automobile Liability, Bodily Injury including

Death, Property Damage:	\$300,000 Combined Single Limit
-------------------------	---------------------------------
4. Professional Liability

	\$1,000,000 aggregate,
	\$1,000,000 per occurrence

The Comprehensive General Liability policy shall be endorsed to cover the liability assumed by the CONSULTANT hereunder. To the extent permitted by law, the CONSULTANT shall name the CITY as an additional insured on all insurance policies required by the CONTRACT. Said insurance shall be written by a company or companies licensed to do business in the State of Missouri.

Certificates evidencing such insurance shall be furnished to the CITY prior to CONSULTANT commencing the work. The insurance evidenced by the certificate shall indicate that it will not be canceled or altered, except that it may be canceled or altered upon twenty days prior written notice thereof to the CITY. The certificate(s) must state the CITY as an additional insured on those policies applicable.

ARTICLE 9 - INDEMNIFICATION

The CONSULTANT and his SUBCONSULTANTS shall indemnify and save harmless the CITY against injury, loss or damage and costs and expenses (including reasonable attorney fees) suffered or incurred by the CITY for personal injuries including death, or property damages sustained, caused by negligent or willful acts, errors or omissions of the CONSULTANT, any subcontractors of CONSULTANT their respective agents, employees or contractors arising out of the WORK of this CONTRACT.

CONSULTANT'S obligation, if any, to indemnify the CITY is limited to losses incurred by the CITY as a direct result of CONSULTANT'S sole act(s) or omission(s) and does not extend to losses sustained in whole or in part as a result of the CITY'S act(s) or omission(s).

ARTICLE 10 - TERMINATION

The CITY may terminate this CONTRACT at any time, with or without cause, effective upon delivery of Notice thereof to the CONSULTANT.

Should the CONTRACT be so terminated, all drawings and documents in connection with the project shall become the property of the CITY who shall, in that event, make reasonable allowance for expenses incurred and services satisfactorily performed by the CONSULTANT to the date of termination. The CITY shall indemnify CONSULTANT for any use or re-use of plans by persons with CITY's express approval.

ARTICLE 11 - OWNERSHIP OF DOCUMENTS

All original documents, studies, or graphic material, drawings, photographs, or plans prepared by the CONSULTANT, pertaining to the design of the project, shall be deemed the property of the CITY and the CITY shall be entitled to physical possession of said documents whether complete or in progress.

A record original of the documents will be on file at the office of the CONSULTANT. Any unauthorized alterations or changes made without the expressed knowledge from the CONSULTANT shall deem us not responsible for any said alterations and changes.

ARTICLE 12 - DECISIONS UNDER THIS AGREEMENT

The City Manager will determine the acceptability of work performed under this CONTRACT, and will decide all questions which may arise relative to the proper performance of this CONTRACT.

ARTICLE 13 - EQUAL OPPORTUNITY CLAUSE

During the performance of this CONTRACT, the CONSULTANT agrees as follows:

The CONSULTANT, with regard to the work performed by it after award and prior to completion of the CONTRACT, will not discriminate on the ground of race, color, religion, sex, national origin or disability in the selection and retention of subcontractors. The CONSULTANT will comply with Title VI of the Civil Rights Act of 1964, as amended. In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified of the CONSULTANT'S obligations under this CONTRACT and the regulations relative to nondiscrimination on the ground of color, race, religion, sex, national origin or disability.

The CONSULTANT will take action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post notices in conspicuous places available to employees and applicants for employment.

The CONSULTANT will, in all solicitation, or advertisements for employees placed by or on behalf of the CONSULTANT; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or disability.

The CONSULTANT will comply with all provisions of State and Federal laws and regulations governing the regulations of Equal Employment Opportunity and Non-Discrimination.

ARTICLE 14 - SUCCESSORS AND ASSIGNS

The CITY and the CONSULTANT agree that this CONTRACT and all contracts entered into under the provisions of this CONTRACT shall be binding upon the parties hereto and their successors and assigns.

ARTICLE 15 - CHANGES

The CITY may make changes within the general scope of services of the CONTRACT. However, no changes will be made in the Scope of Service, the Time of Performance, the fees to be paid or other provisions which may affect the cost of the project without prior written order of the CITY and the execution of a suitable Amendment to this CONTRACT. Neither the CITY staff nor the CONSULTANT may authorize any substantive change in this CONTRACT by oral or other directions intended to substitute for a written contract Amendment.

This CONTRACT may be amended or supplemented only by an instrument in writing executed by the parties hereto.

ARTICLE 16 - CITY REPRESENTATIVE

For purposes of this CONTRACT, the City Representative will be the Parks and Recreation Director of the CITY. The City Manager, in his sole discretion, may designate another City Representative from time to time. In such event, CONSULTANT shall be notified by the CITY, in writing.

ARTICLE 17 - NOTICE

Any notice required or permitted to be delivered under this CONTRACT shall be in writing and shall be deemed to have been delivered on the earliest to occur of (a) actual receipt; or (b) three business days after having been deposited with the U.S. Postal Service, postage prepaid, certified mail, return receipt requested; or (c) one business day after having been deposited with a reputable overnight express mail service that provides tracking and proof of receipt of items mailed. All notices shall be addressed to the parties at the addresses set forth below:

If to CONSULTANT: Gateway Design Studio
Attn: R. Patrick Worzer, ASLA,CLARB – Principal
856 Kiefer Trails
St. Louis, MO 63021

If to CITY: Jonathan M. Douglass
City Manager
City of Sikeston
105 E. Center St.
Sikeston, MO 63801

ARTICLE 18- CHOICE OF LAW

This CONTRACT, and all work and other activities governed hereby shall be governed by the laws of the State of Missouri.

ARTICLE 19 - CONFLICTS

In the event of any conflict or discrepancy between the terms of this CONTRACT and those set forth in Exhibit A hereto, it is expressly understood and agreed that the terms and provisions of this CONTRACT shall govern.

ARTICLE 20 - SEVERABILITY

If any provision of this CONTRACT is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable. In such event, this CONTRACT shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this CONTRACT and the remaining provisions of this CONTRACT shall remain in full force and effect, and shall not be affected by the illegal, invalid or unenforceable provision.

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

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

CITY OF SIKESTON, MISSOURI**Gateway Design Studio, LLC**

Signature –

Signature –

City Manager
Title

Member - Principal
Title

ATTEST:

ATTEST:

City Clerk

Witness

EXHIBIT A

PROJECT UNDERSTANDING

Gateway Design Studio, LLC, (CONSULTANT) understands the importance of the Rail to Trail Master Plan for the City of Sikeston (CITY). CONSULTANT'S goal is to assist the CITY in creating an exceptional trail system and plan that will fit within its surroundings while serving the community. CONSULTANT'S planners shall work closely with the CITY to create a distinctive trail plan that connects valuable public and private amenities to provide a unified, attractive and sustainable project.

CONSULTANT'S goal will be to fully understand the existing and potential uses for the trail site, to collectively recognize and utilize the maximum potential for the proposed trail system with in-depth research and realistic design alternatives. CONSULTANT'S goal will be to provide sound recommendations that will create unique design solutions. CONSULTANT will consider the ramifications of each aspect of the project related to the CITY's goals and objectives, including but not limited to the location of the trail and amenities such as trail heads, bridges/crossings, seating, landscaping, signage, water fountains, light fixtures and trash receptacles.

As stated in the CITY'S Request for Proposal dated March 15, 2016; The CITY desires the development of a master plan for the conversion of the former Union Pacific Railroad Co rail corridor in Sikeston, Missouri, to a city operated recreational trail facility. The CITY'S goal is to develop a multi-use recreational trail that links to nearby park and trail systems, beautifying this corridor adjacent to one of the main thoroughfares through the city. The master plan will be used to develop grant proposals to funding agencies and make decisions regarding adjacent development that could encroach on the railroad corridor. The City of Sikeston has acquired the rights to a former Union Pacific rail corridor running approximately 7.32 miles along the north right-of-way of Malone Avenue (Missouri Highway 114) from Scott County Route BB east to St George Ln/541 on the east side of Miner, Missouri.

The purpose of the project is for the creation of a master plan to convert this corridor to a multipurpose recreational trail which links to Sikeston's existing park and trail system. The importance of this project related to the development of the trail system and connection to existing parks, trails and businesses within the City is a key factor to the overall connectivity of the City for its residents and visitors. The trail runs through the middle of the City which offers the opportunity of an essential pedestrian transportation means for walking, biking and jogging/running.

Final drawings will be CADD drawn on a 30x42 inch format for the use by CONSULTANT and the CITY. Notes and guidelines shall be type written and included on the plans and or within the Final Master Plan Booklet.

The following scope of services and associated fees reflect CONSULTANT'S planning and design process for Sikeston Rail-to-Trail Project and are based on recent discussions between CITY and CONSULTANT:

SCOPE OF SERVICES

The CONSULTANT shall provide services as set forth below:

BASE SCOPE

PROGRAMMING / INTERPRETATION / ANALYSIS PHASE

1. Attend a Project Kick-off Meeting with the CITY and Stakeholders to ascertain the project goals and objectives subject to any potential issues.
2. Provide a Summary Analysis of the trail site based on inventory of the existing conditions.
3. Provide an Impact Analysis of the trail based on the current and future development plans related to the existing parks, City property and local businesses.
4. Provide recommendations pertaining to the Development Capacity for the existing and future trail.
5. Provide a Natural Resource Analysis for potential conservation of related existing conditions pertaining to the trail route.
6. Attend (1) Staff Review Meeting as necessary for any comments and revisions
7. Provide ongoing project administration and coordination for this phase of work to help make the project run smoothly and successfully.

CONCEPT PLANNING PHASE

1. Provide Base Map development subject to CITY and agency GIS maps and documents.
2. Provide up to (2) Alternative Concept Plans pertaining to future trail alignment and development.
3. Attend Community Meeting #1 for trail visioning and presentation of Concept Alternatives.
4. Provide for Community and Local Agency Review of Concept Alternatives.
5. Provide a phased Schematic Design Plan based on selected features of the alternative concept plans depicting the proposed trail showing the trail alignment, trailhead locations, and street crossings, linkages to other trails/parks/sidewalks/commercial centers, and other recommended features and amenities.
6. Provide a Schematic Plan Cost Estimate pertaining to the phased development of the trail.
7. Provide Written Trail Development Criteria as part of the Schematic Plan recommendations.
8. Attend (1) Staff Review Meeting to review comments (Follow-Up Meetings with Key Stakeholders as needed)
9. We will provide ongoing project administration and coordination for this phase of work to help make the project run smoothly and successfully.

MASTER PLAN DEVELOPMENT PHASE

1. Provide final recommendations pertaining to whether the entire trail should follow the railroad corridor or whether departure from the rail corridor at one or more locations would provide a preferred route to trail users. Specifically recommending whether crossing Main Street is preferred at Malone Avenue or at some other location.
2. Provide identification and recommendations of street crossing locations and conceptual design treatments for facilitating crossings by trail users.
3. Provide recommendation for trail signage and safety features.
4. Provide recommendations for landscaping and hardscaping elements.

5. Provide Final Cost Estimates pertaining to the trail development.
6. Provide a Development Phase Outline and Critical Path Time Table for implementation.
7. Provide a Final Trail Master Plan as a full color plan document and supportive development booklet in hardcopy and electronic copy on CD in PDF or image formats.
8. Attend (1) Staff Review Meeting as necessary for any final comments and minor revisions.
9. Attend a Community Meeting #2 for Presentation of Final Trail Master Plan to the City Council at a public City Council meeting
10. We will provide ongoing project administration and coordination for this phase of work to help make the project run smoothly and successfully.

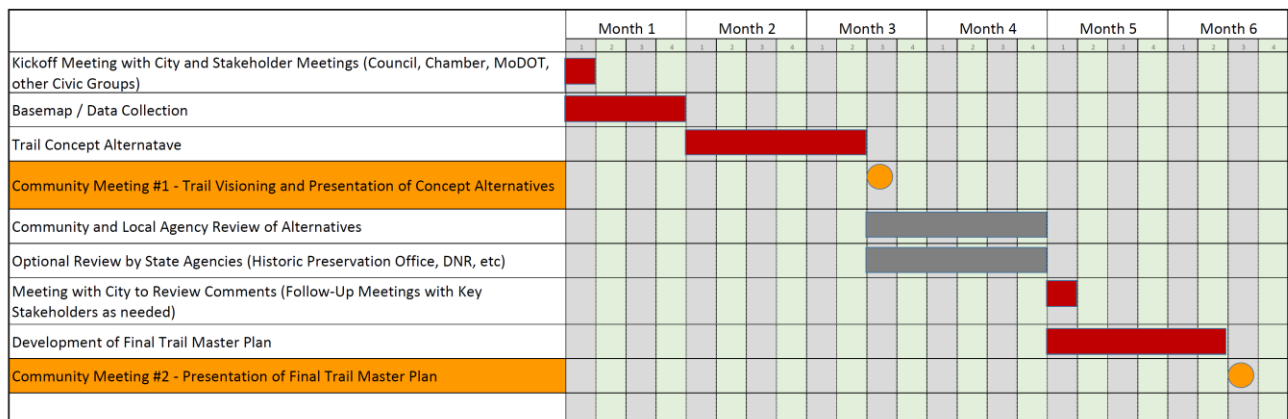
PROJECT TIME LINE

The estimated time for the execution and completion of our portion of work for this project is as follows:

DATE	DESCRIPTION
July 2016	Authorization to Proceed by CITY
July 2016	Kickoff Meeting with City and Stakeholders
July 2016	Base Map Preparation and Data Collection
August 2016	City Staff/Stakeholder Review Meeting #1
August – Sept. 2016	Trail Concept Alternatives Development
September 2016	City Staff/Stakeholder Review Meeting #2
September 2016	Community Meeting #1 – Trail Visioning and Presentation of Concepts
Sept. - October 2016	Community and Local Agency Review of Alternatives
Sept. - October 2016	Optional Review by State Agencies
October - November 2016	City Staff/Stakeholder Review Meeting #3
November - December 2016	Development of Final Trail Master Plan
December 2016	Community Meeting #2 - Presentation of Final Trail Master Plan

Title

Date



PROJECT SCHEDULE

CITY understands that the time for completion of each phase of work depends upon many factors which may be out of the control of the CONSULTANT. CONSULTANT shall pursue completion of the Project in as timely a manner as possible. However, CONSULTANT makes no representation as to the actual date upon which each phase and/or the entire Project will be completed.

CONSULTANT shall not be responsible for any delay in or failure to perform or for any loss, penalty, damage or delay caused in whole or in part by wars, riots, strikes, labor conditions or restrictions, sabotage, accidents, CONSULTANT weather conditions, fire, Acts of God, governmental decrees, rules, practices, actions or order, the act or neglect of the CITY or by any other cause beyond the control of CONSULTANT.

FEE COMPENSATION**BASE SCOPE****PROGRAMMING / INTERPRETATION / ANALYSIS PHASE** **\$4,000.00**

- Kick-off Meeting
- Summary Analysis
- Impact Analysis
- Development Capacity recommendations
- Natural Resource Analysis
- Schematic Plan Cost Estimate
- Staff Meetings
- Project Administration

CONCEPT PLANNING PHASE **\$5,000.00**

- Base Map Development
- Concept Alternatives
- Schematic Design Plan
- Schematic Plan Cost Estimate
- Written Trail Development Criteria
- Community and Staff Meetings
- Project Administration

MASTER PLAN DEVELOPMENT PHASE **\$8,000.00**

- Final Recommended Trail Master Plan
- Final Cost Estimates
- Development Phase Outline
- Community Meeting for Presentation of Final Master Plan
- Master Plan documents and electronic copy

Estimated ADDITIONAL Reimbursable Expenses **\$500 - \$1,000**

(Record copies, reproduction, mail, and courier, etc.):

OPTIONAL/ADDITIONAL SERVICES

- Optional Review by State Agencies (Historic Preservation Office, DNR, etc.) – **Hourly per Standard Rate Schedule**
- Additional Staff or Community Meetings (Travel time, Mileage) - **\$500 - \$600 per round trip plus standard professional hourly rates for consultation time.**

REIMBURSABLE EXPENSES**Project Expenses:**

In addition to the fees set forth, the CITY shall be responsible for repaying all Project related expenses which include outside reproduction, printing expenses, mail and courier service would be reimbursable at cost plus 10% for administration and handling.

In-house Project Expense Schedule

• 24x36" Inkjet Plot or 11"x17" Plot	\$18.00
• 30x42" Inkjet Plot	\$25.00
• 24x36" Xerox Bond Print	\$6.00
• 30x42" Xerox Bond Print	\$8.00
• 8.5x11" Xerox copies (Over 10)	\$.40
• Local Courier - In-house/Outside	\$27.00/Cost Plus 10%
• Mail Service	Cost Plus 10%
• Overnight Shipping	Cost Plus 10%
• Outside Reproduction and Printing	Cost Plus 10%
• Long Distance Travel Mileage	\$.54 per Mile

COMPENSATION FOR ADDITIONAL SERVICES

The following hourly rates will be utilized as the basis for additional services should they be authorized by the CITY for this project:

STANDARD RATE SCHEDULE (HOURLY RATES) EFFECTIVE THROUGH DECEMBER 31, 2016.

<u>Personnel Classification</u>	<u>Hourly Rate</u>
PRINCIPAL	\$145.00/Hour
PROJECT MANAGER	\$125.00/Hour
PROJECT ARCHITECT	\$110.00/Hour
DRAFTER II	\$68.00/Hour
DRAFTER I	\$58.00/Hour
OFFICE MANAGER	\$75.00/Hour

SUB-CONSULTANT LIST

Stephen Ibendahl - Principal
 The i5Group LLC
 4818 Washington Blvd, Suite 203,
 St. Louis, MO 63108

ADDITIONAL TERMS:

Alternative Dispute Resolution:

Any controversy or claim arising out of the relationship between the Parties, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered in any Court having jurisdiction thereof.

Construction Means and Methods:

CONSULTANT shall not be responsible for the means and methods of construction, job site safety, or appropriateness of installation methods undertaken on the property by the CITY and/or contractor hired to perform services related to this Project.

Utilities/Hazardous Waste:

CONSULTANT shall not be responsible for determining and marking underground utilities or any other items which may exist below ground level and which may interfere with progression of the Project.

Mechanic's Liens:

CONSULTANT'S mechanic's lien rights shall in no way be waived or restricted.

Waiver:

The waiver by either party of a breach of this Agreement shall not operate as, or be construed as, as waiver of any subsequent breach thereof.

Council Letter

Date of Meeting: 16-06-27

Originating Department: Administrative Services

To the Mayor and City Council:

Subject: 1st Reading, Bill # 6027, Re-adoption of Ethics Ordinance

Attachments:

1. Bill # 6027

Action Options:

1. 1st Reading, Bill # 6027
2. Other Action Council may deem appropriate

Background:

Bill #6027, commonly called the ethics ordinance, or conflict of interest ordinance, is required by State law to be on file with the Missouri Ethics Commission. This ordinance is renewed every other year and requires the City Manager, and City Clerk to file a personal financial statement with the Ethics Commission on an annual basis, however exempts the City Council from the same requirement except if any member of the Council receives more than \$ 500 in remuneration from the City.

THIS BILL, AS ADOPTED, SHALL BECOME ORDINANCE NUMBER 6027, ESTABLISHING A PROCEDURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST AND SUBSTANTIAL INTEREST FOR CERTAIN MUNICIPAL OFFICIALS.

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

SECTION I: This ordinance shall be codified in the Sikeston Municipal Code as follows:

SECTION II: Chapter 120 "Conflicts of Interest", Disclosure of Personal Financial Interests, hereby established to read as follows:

"120.010 Declaration of Policy. The proper operation of government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, there is hereby established a procedure for disclosure by certain officials and employees of private financial or other interests in matters affecting the City.

120.020 Conflicts of Interest

A. All elected and appointed officials as well as employees of The City of Sikeston must comply with Section 105.454 of Missouri Revised Statutes on conflicts of interest as well as any other state law governing official conduct.

B. Any member of the governing body of The City of Sikeston who has a "substantial personal or private interest" in any measure, bill, order or ordinance proposed or pending before such governing body must disclose that interest to the City Clerk of the City and such disclosure shall be recorded in the appropriate journal of the governing body. Substantial personal or private interest is defined as ownership by the individual, his spouse, or his dependent children, whether singularly or collectively, directly or indirectly of: (1) 10% or more of any business entity; or (2) an interest having a value of \$10,000 or more; or (3) the receipt of a salary, gratuity, or other compensation or remuneration of \$5,000 or more, per year from any individual, partnership, organization, or association within any calendar year.

120.030 Disclosure Reports. Each elected official, the City Manager, and the City Clerk shall disclose the following information by May 1 if any such transactions occurred during the previous calendar year.

A. For such person, and all persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total value in excess of five hundred dollars, if any, that such person had with the City of Sikeston, other than compensation received as an employee or payment of any tax, fee or penalty due to the City, and other than transfers for no consideration to the City.

B. The date and the identities of the parties to each transaction known to the person with a total value in excess of five hundred dollars, if any, that any business entity in which such person had a substantial interest, had with the City, other than payment of any tax, fee or penalty due to the City or transactions involving payment for providing utility service to the City, and other than transfers for no consideration to the City.

C. The City Manager and the City Clerk also shall disclose by May 1 for the previous calendar year the following information:

1. The name and address of each of the employers of such person from whom income of one thousand dollars or more was received during the year covered by statement;

2. The name and address of each sole proprietorship that he owned, the name, address and the general nature of the business conducted of each general partnership and joint venture in which he was a partner or participant; the name and address of each partner or coparticipant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the secretary of state; the name, address and general nature of the business conducted of any closely held corporation or limited partnership in which the person owned ten percent or more of any class of the outstanding stock or limited partnership units; and the name of any publicly traded corpora-

tion or limited partnership that is listed on a regulated stock exchange or automated quotation system in which the person owned two percent or more of any class of outstanding stock, limited partnership units or other equity interests;

3. The name and address of each corporation for which such person served in the capacity of a director, officer or receiver.

120.040 Filing of Reports

A. The financial interest statements shall be filed at the following times, but no person is required to file more than one financial interest statement in any calendar year.

1. Every person required to file a financial interest statement shall file the statement annually not later than May 1 and the statement shall cover the calendar year ending the immediately preceding December 31; provided that any member of the (city council) may supplement the financial interest statement to report additional interest acquired after December 31 of the covered year until the date of filing of the financial interest statement.

2. Each person appointed to office shall file the statement within thirty days of such appointment or employment;

B. Financial disclosure reports giving the financial information required in Section 120.020 shall be filed with the City and with the Missouri Ethics Commission. The reports shall be available for public inspection and copying during normal business hours.

120.050 Filing of Ordinance. A certified copy of this ordinance shall be sent to the Missouri Ethics Commission within ten days of its adoption."

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

SECTION IV: 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 6027 was introduced to Council and read the first time this 27th day of June, 2016.

B. Bill Number 6027 was read the second time this 25th day of July, 2016, discussed and voted as follows:

Gilmore_____, Burch _____, Depro _____,
White-Ross _____, Settles _____, Merideth _____,
and Burch _____, thereby being _____.

C. Ordinance 6027 shall be in full force and effect from and after, August 25, 2016.

Steven Burch, Mayor

Approved As To Form
Charles Leible, City Counselor

Seal/Attest:

Carroll L. Couch, City Clerk

Council Letter

Date of Meeting: 16-06-27

Originating Department: Governmental Services

To the Mayor and City Council:

Subject: First Reading Bill 6028, Authorization to Execute Right-of-Way Signage Agreement with Missouri Highways & Transportation Commission

Attachment(s):

1. Bill 6028
2. Missouri Highways & Transportation Commission Agreement for Signing Installed & Maintained by Applicant (Form TR42)

Action Options:

1. Conduct First Reading of Bill 6028
2. Other action Council may deem appropriate

Background:

With many of City's proposed wayfinding signs and gateway monuments to be located on MoDOT right-of-ways, the City is required to execute Form TR42. The agreement sets forth standards for signage fabrication, installation and maintenance. The City assumes all responsibility for the signage it erects. Bill 6028 authorizes the Mayor and City Clerk to execute MoDOT Form TR42.

Staff will request adoption of Bill 6028 during the July 25 Council meeting.

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6028 AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF SIKESTON, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR THE INSTALLATION AND MAINTENANCE OF MUNICIPAL MONUMENT AND WAYFINDING SIGNAGE TO BE ERECTED ON MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION RIGHT-OF-WAY.

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

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

SECTION IV: 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: Emergency Clause. This Ordinance is adopted as an emergency measure to comply with Missouri Highways and Transportation Commission requirements.

SECTION VI: Record of Passage:

A. Bill Number 6028 was introduced to Council and read the first time this 27th day of June 2016.

B. Bill Number 6028 was read the second time this 25th day of July 2016, discussed and was voted as follows:

Depro_____, Evans_____, Settles_____,

Merideth_____, White-Ross_____, Gilmore_____,

and Burch_____

thereby being_____,

and becoming Ordinance 6028.

C. Upon passage by a majority of the Council, this Bill shall become Ordinance 6028 and shall be in full force and effect.

Steven Burch, Mayor

Approved as to Form
Charles Leible, City Counselor

SEAL/ATTEST:

Carroll Couch, City Clerk

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
AGREEMENT FOR SIGNING INSTALLED AND MAINTAINED BY APPLICANT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission"), whose address is P.O. Box 270, 105 W. Capitol, Jefferson City, Missouri 65102, and City of Sikeston (hereinafter, "Applicant"), whose address is 105 E. Center Street, Sikeston, MO 63801.

WITNESSETH:

WHEREAS, Applicant requests approval from the Commission to install and maintain certain signs further described below in Scott & New Madrid County, Missouri City of Sikeston in the general vicinity of (see attachment, Copy A); and

WHEREAS, the Commission is willing to approve the Applicant's request subject to the terms and conditions of this Agreement.

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

(1) LOCATION AND DISPLAY: The Applicant hereby requests that the Commission allow Applicant to construct, install and maintain the following sign(s):

- ☐ Blue Star Marker(s)
- ☐ Buckle-Up Signs(s)
 - Community Awareness Sign(s)
 - ☐ DARE Sign(s)
 - ☐ Drug Free School Zone Sign(s)
 - ☐ Tree City USA Sign(s)
 - ☐ Disaster Resistant Community Sign(s)
 - ☐ Storm Ready Community Sign(s)
 - ☐ Other Community Awareness Sign(s) approved by the Commission's State Traffic Engineer
 - Local Reference Signs
 - ☐ City Hall/County Courthouse Signs(s)
 - ☐ Police Station/Sheriff's Department Sign(s)
 - ☐ City/County Park Sign(s)
 - ☐ Library Sign(s)
 - ☐ Recycle Center Sign(s)
 - ☐ Compost Site Sign(s)
 - ☒ Other Local Reference Sign(s) approved by the Commission's State Traffic Engineer
- ☐ Bus Stop/Mass Transit Sign(s)
- ☐ Neighborhood Watch Sign(s)
- ☐ Noise Ordinance Sign(s)
- ☐ Other sign(s) approved by the Commission's State Traffic Engineer

(A) The sign(s) design will follow the guidelines and regulations of the *Federal Manual on Uniform Traffic Control Devices* (MUTCD) and the Commission's *Signing Manual* for size, color and reflectorization. The sign(s) shall read as displayed in Exhibit A.

(B) The sign(s) will be generally located as illustrated in Exhibit B. The Commission will approve final location prior to installation.

(C) The signs will be displayed:

☒ Year round

☐ Seasonally

from _____ to _____

If the sign(s) is/are to be displayed seasonally, that the Applicant shall cover or remove the sign(s) during periods of non-use.

(2) INSTALLATION: The signs shall be installed on a post supplied by the applicant and shall not be attached to Commission's pole or traffic control devices. The post shall include a breakaway post assembly, in accordance with Commission requirements. The Applicant shall provide plans with the specific location details of the sign installation for approval by the Commission prior to installation. All costs associated with this installation shall be borne by the Applicant.

(3) TRAFFIC CONTROL: All work zone signs and traffic control devices to be used during installation and maintenance shall be in accordance and comply with the latest revision of the *Manual on Uniform Traffic Control Devices for Streets and Highways* or as directed by the District Engineer or his authorized representative

(4) PERMIT: Before beginning installation work, the Applicant shall secure a permit from the Commission's District Engineer for the installation of the proposed sign(s). The Applicant shall comply with any additional requirements placed on the issuance of the permit by the District Engineer. The Applicant may provide written authority to the Commission's District Engineer enabling its contractor to obtain the permit as an agent for the Applicant. If required, separate permit(s) for future maintenance will be issued.

(5) COSTS: If this request is approved, all costs associated with the construction, installation, maintenance, or relocation of the sign(s), including, but not limited to work zone signing and traffic control during construction will be borne entirely by the Applicant, with no cost incurred by the Commission. In the event the Commission incurs any costs in association with the performance of this Agreement, the Applicant shall reimburse the Commission for those costs.

(6) HIGHWAY SPECIFICATIONS: All work done pursuant to this Agreement shall be in accordance with applicable portions of the latest editions of the *Missouri Highways and Transportation Commission's Standard Specifications for Highway Construction* and the *Standard Plans for Highway Construction*. The Applicant shall provide a copy of its contractors certification of material used to the Commission.

(7) MAINTENANCE: Applicant shall maintain signs following the guidelines of the *Federal Manual on Uniform Traffic Control Devices* (MUTCD) and the Commission's *Missouri Signing Manual* for reflectivity, alignment, and placement. The Commission may request maintenance of the signs by the Applicant, at the Applicant's expense, and the Applicant shall promptly comply with the Commission's request for maintenance of the signs. Failure by the Applicant to complete requested maintenance within 14 calendar days from Commission's request shall be grounds for removal of all signs installed by the Applicant.

(8) MAINTENANCE BY APPLICANT WITHIN COMMISSION RIGHT OF WAY: In order to coordinate maintenance activities on the sign(s), the Applicant shall notify the Commission either by telephone, telefax, or in writing, prior to performing maintenance work within Commission right of way. Such notification shall be made to the Commission's District Engineer or a designated assistant, and shall include the location and nature of the work to be performed. Any maintenance activities done by the Applicant which involves closing one or more of the through lanes, affects the safety of the traveling public, or which will cause permanent changes to the configuration of the improvement, may require a permit from the Commission. The Applicant will be informed of whether or not a permit is required at the time the Applicant notifies Commission of the proposed maintenance activities. The Applicant shall comply with any additional condition placed upon the issuance of the permit.

(9) REMOVAL:

(A) If the Applicant fails to comply with the provisions stated herein regarding the maintenance responsibilities, the Commission may remove the sign(s).

(B) If the Commission, in its sole discretion, determines that the sign(s) is no longer justified, the Commission may remove the sign(s).

(C) If the Commission, in its sole discretion, determines that the sign(s) should be removed or eliminated as part of a highway or transportation project, the Commission may remove the sign(s).

(D) If the Commission, in its sole discretion, determines that the removal of the sign(s) from the Commission's right of way is in the best interests of the state highway system, the Commission may remove the sign(s).

(E) If the Commission removes the sign(s) in accordance with any provision of this Agreement, the Commission will not reimburse the Applicant for the cost or value of the sign(s).

(10) APPLICANT'S RESPONSIBILITIES: The Commission may request the Applicant modify the sign(s) when necessary to comply with changed standards that might be promulgated or adopted at the Applicant's cost and Commission may request the Applicant to relocate the signs to accommodate the need to install signs the Commission, in its sole discretion, deems more appropriate at the Applicant's cost. Should the Commission make either request, the Applicant shall comply with the Commission's request within 14 calendar days.

(11) APPLICANT'S REPRESENTATIVE: The Applicant's Director of Public Works is designated as the Applicant's representative for the purpose of administering the provisions of this Agreement. The Applicant's representative may designate by written notice other persons having the authority to act on behalf of the Applicant in furtherance of the performance of this Agreement. All Notices 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 or facsimile delivery, addressed as follows:

Jay Lancaster
Director of Public Works
City of Sikeston
105 E. Center St.
Sikeston, MO 63801
573-471-2512

(12) 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.

(Space left blank)

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(13) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Applicant 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 Applicant's wrongful or negligent performance of its obligations under this Agreement.

(B) The Applicant is required or will require any contractor procured by the Applicant 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.

(14) NO INTEREST: By placing and maintaining signs on the Commission's right of way, the Applicant gains no property interest in Commission's right of way. The Commission shall not be obligated to keep the sign(s) in place if the Commission, in its sole discretion, determines removal or modification of the sign(s) is in the best interests of the state highway system or the Commission.

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

(16) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(17) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

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

- (A) Exhibit A: Sign Display Detail
- (B) Exhibit B: Sign Location Layout

[Remainder of Page Intentionally Left Blank; Execution and Signature Page Follows]

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

Executed by the Applicant the 25th day of July, 2016.

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

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

APPLICANT

By_____

By_____

Title_____

Title: Mayor, City of Sikeston

ATTEST:

ATTEST:

Secretary to the Commission

By_____

Title: City Clerk

Approved as to Form:

Commission Counsel

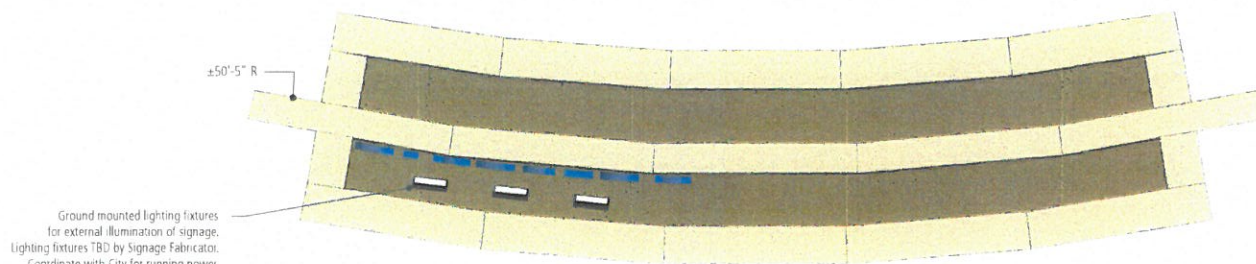
Copies: Applicant
 District
 Traffic Division
 Commission Secretary

ATTACHMENT, COPY A

Scott County Route HH at North Ingram Road
US 61 (N. Main Street) at Scott County Route HH
US 61 (N. Main Street) at Scott County Route ZZ
US 61 (N. Main Street) at Scott County Road 468
US 61 (N. Main Street) at N. Kingshighway
US 61 (N Main Street) at Scott County Route Y (Salcedo Road)
US 61 (N. Main Street) at US 60 Business (Malone Avenue)
US 61 (S. Main Street) at Helen
N. Kingshighway at Scott County Route Y (Salcedo Road)
S. Kingshighway at US 61 (S. Main Street)
US 60 Business (Malone Avenue) at Sikeston/Miner City Limits
US 60 Business (Malone Avenue) at Pine St.
US 60 Business (Malone Avenue) at Selma
US 60 Business (Malone Avenue) at Lambert's Café
US 60 West at Boundary of City of Sikeston, Matthews Park
US 60 East before 60/61 Interchange

EXHIBIT A
Sign Display Detail

Sign ID	Size	Quantity	Diagram Reference (Attached)
M.01-Monument	16' x 22'	3	G.18
V.01 – Highway Vehicular	8'x12'	2	G.15
A.01 – Primary Vehicular	7'9" x5'5"	9	G.9-G.10
B.01 – Secondary Vehicular	5'10"x3'11 ½"	12	G.11-G.12
C.01 - Tertiary Vehicular	4'2"X 3"	4	G.13-G.14

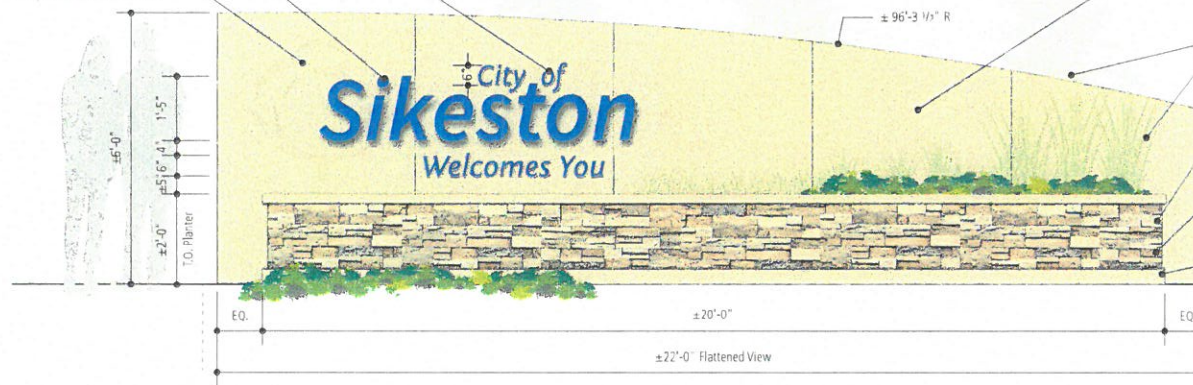


1 Plan View
Scale: 3/8"=1'-0"

1/2" th. Water jet cut Aluminum Letterforms
pin mounted flush to face of wall for
"City of" and "Welcomes You".
All faces and returns painted (P-2).

2" d. Aluminum Reverse Channel Letterforms.
Pin mounted 1/2" to face of wall.
All faces and returns painted (P-2).

3/4" d. Embossed Cotton Roll in precast
infill painted with darker color.



2 M.01 - Monument Elevation (Flattened)
Scale: 3/8"=1'-0"

Lighting:
External illumination of "Sikeston" face with ground mounted lighting in planter box landscaping.

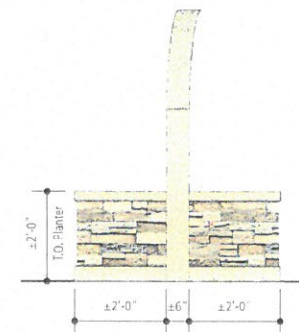


Trim/Cap Stone
Manuf: Boral ProStone (or similar)
Color: Taupe
Finish: Smooth



Stone Veneer
Manuf: Boral ProStone (or similar)
Color: Savannah Ledge Glacier Valley

Colors represented in this document are illustrative only and are subject to change. Physical Samples should be presented and final selection TBD by Owner.



3 M.01 - Side View
Scale: 3/8"=1'-0"

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WORKSHOP DESIGN LLC
2114 CENTRAL STREET, STE 124
KANSAS CITY MO 64108
P 816 842 4460

CITY OF
City of Sikeston
Sikeston, Missouri

16003

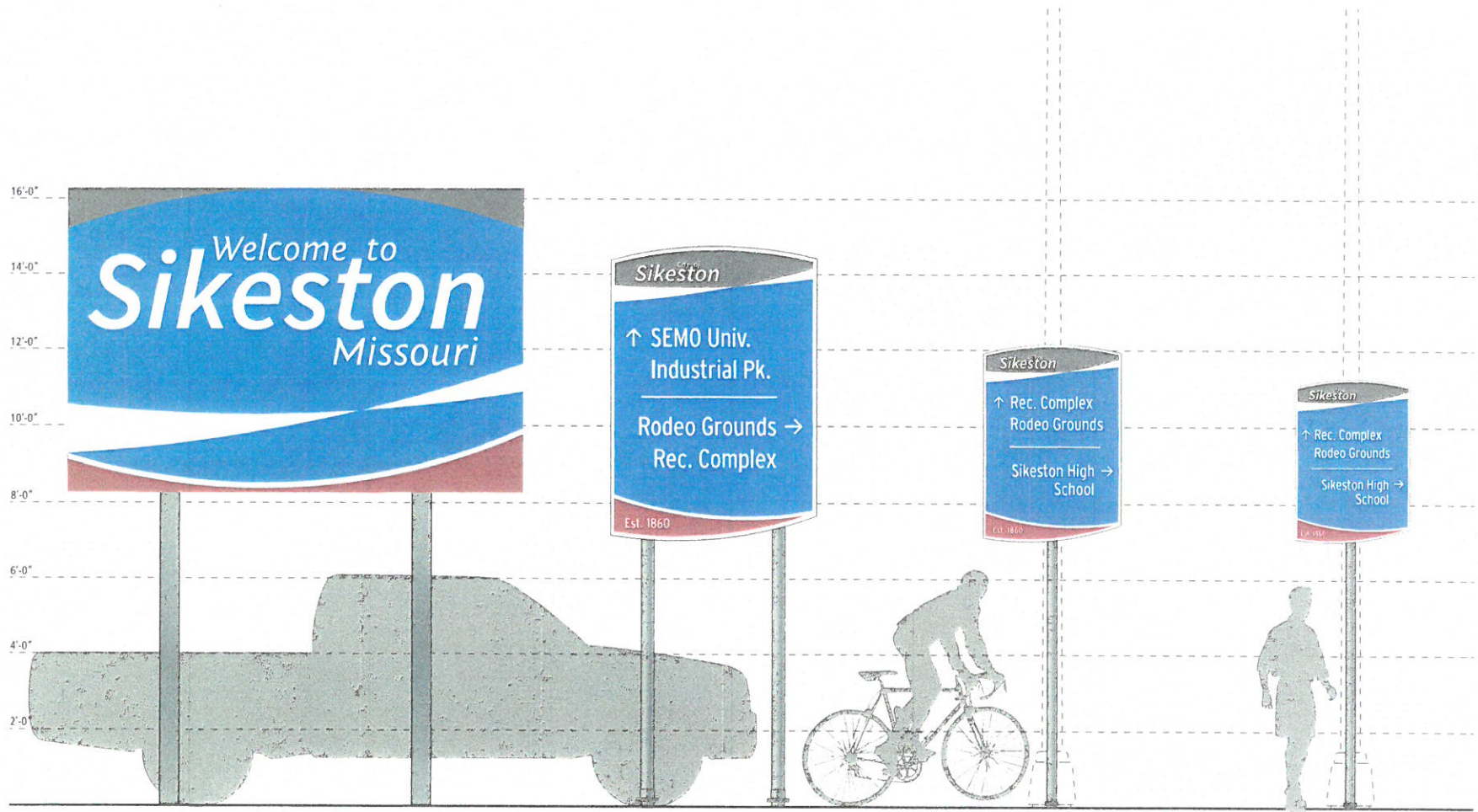
OWNER
Owner Wayfinding Signage
Sikeston, Missouri

DS/SB

M.01 - LARGE MONUMENT

G.18

05.31.16



1 Vehicular Sign Family
Scale: 3/8"=1'-0"

V.01
Highway Sign

A.01
Primary Vehicular Directional
(New Posts w/Breakaway Base)

B.01
Secondary Vehicular Directional
(New Post w/Breakaway Base)

C.01
Tertiary Vehicular Directional
(New Post w/Breakaway Base)

Message Layout is for Illustration purposes **ONLY**.
RE: Message Schedule for correct messaging.

Install on Existing Light Poles where available. (typ)

RE: Bracing Details G.16 - G.17

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2114 CENTRAL STREET, STE 124
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P 816.842.4460

Client
City of Sikeston
Sikeston, Missouri

16003

Owner Wayfinding Signage
Sikeston, Missouri

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VEHICULAR SIGNAGE FAMILY

G.8

05.31.16



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CITY OF
City of Sikeston
Sikeston, Missouri

16003

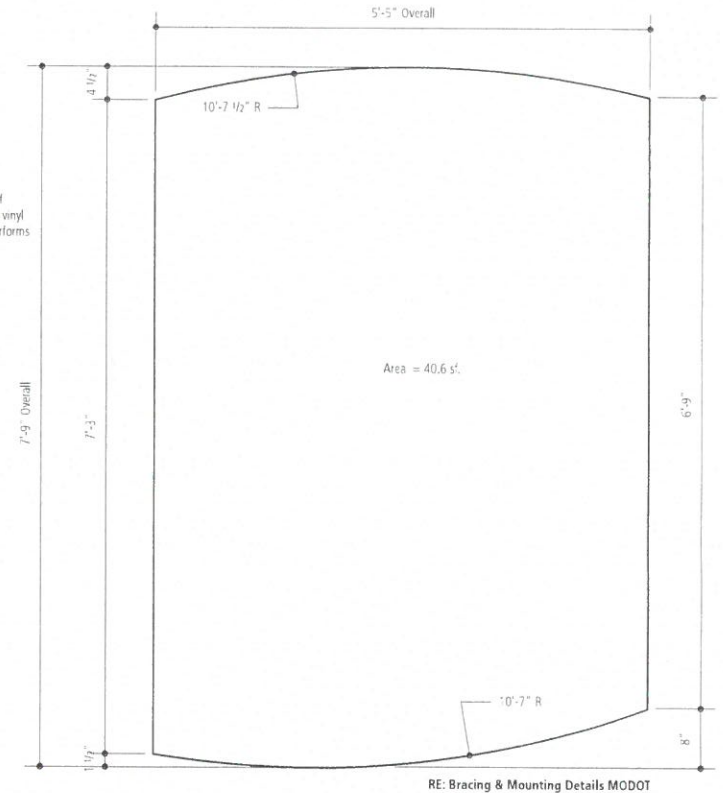
OWNER
Owner Wayfinding Signage
Sikeston, Missouri

DS/SB

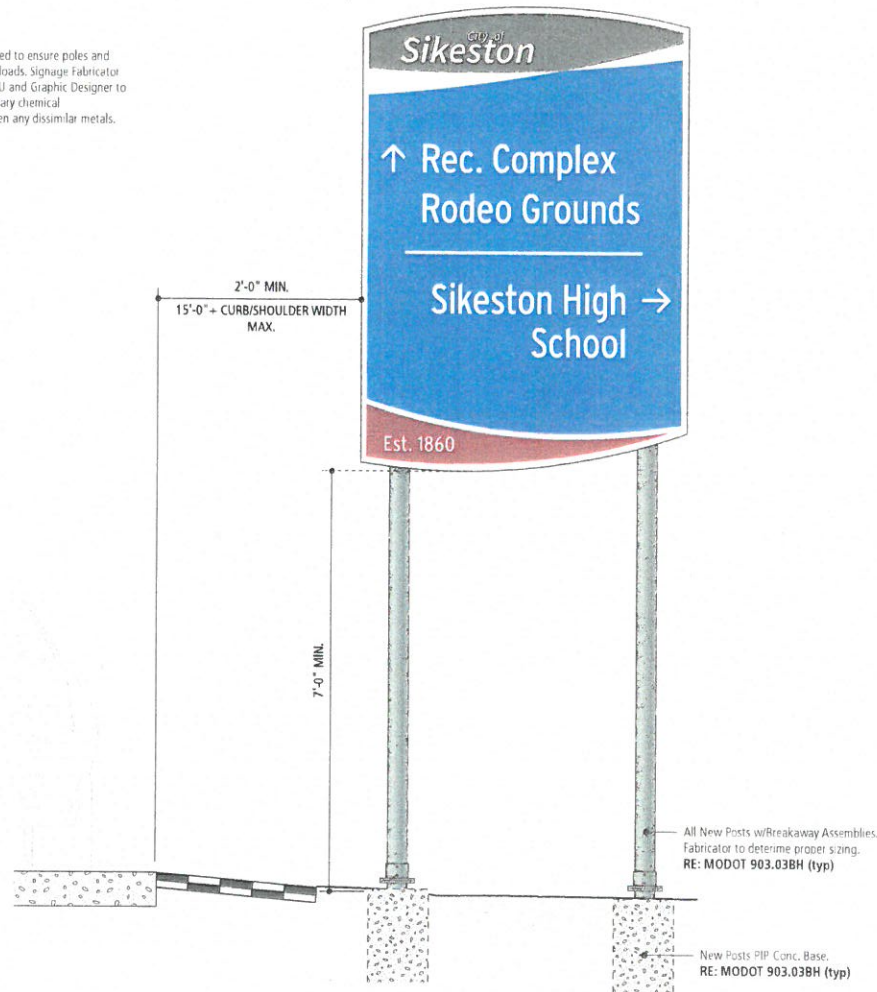
V.01 - HIGHWAY VEHICULAR SIGN

G.15

05.31.16



Note: All shops will be engineer stamped to ensure poles and new posts can handle weight and windloads. Signage Fabricator to coordinate with City of Sikeston, BMU and Graphic Designer to make recommendations. Provide necessary chemical breaks/washers/gaskets/bushing between any dissimilar metals.



1 A.01 - Ground Sign Placement (Roadway w/out Sidewalk ONLY)
Scale: 1/2"=1'-0"

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2114 CENTRAL STREET, STE 124
KANSAS CITY MO 64108
P 816 842 4460

CITY OF
City of Sikeston
Sikeston, Missouri

PROJECT NUMBER
16003

OWNER
Owner Wayfinding Signage
Sikeston, Missouri

DESIGNED BY

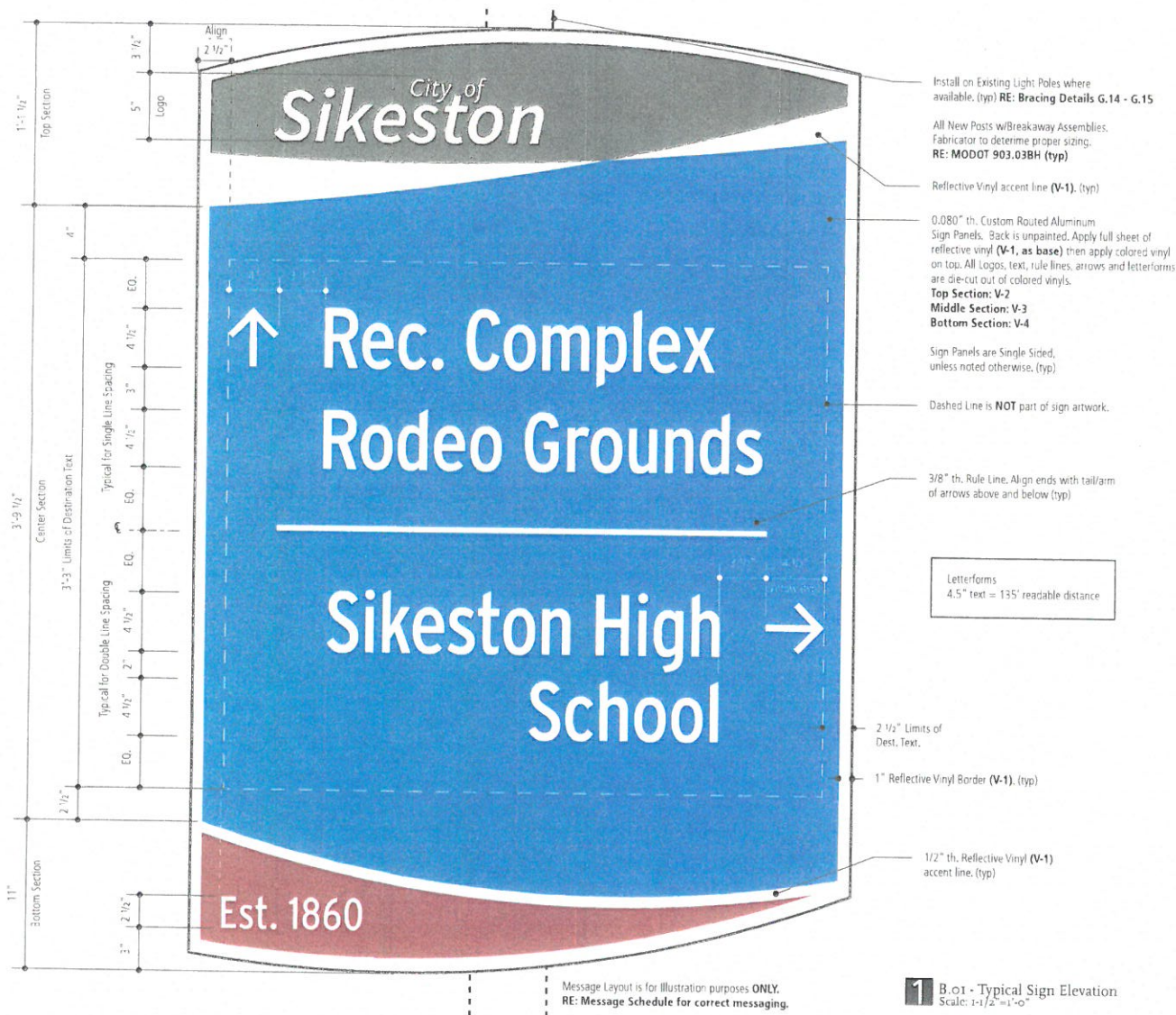
DESIGNED BY
DS/SB

DATE
05.31.16

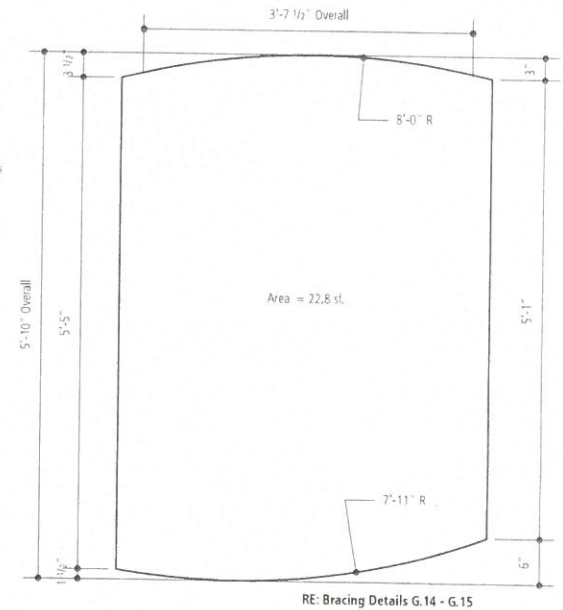
**A.01- PRIMARY VEHICULAR
MOUNTING HEIGHT**

G.10

05.31.16



1 B.01 - Typical Sign Elevation
Scale: 1-1/2" = 1'-0"



2 B.01 - Sign Panel Geometry
Scale: 3/4" = 1'-0"

WORKSHOP

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2114 CENTRAL STREET, STE 124
KANSAS CITY MO 64108
P 816 842 4460

Client
City of Sikeston
Sikeston, Missouri
Project Number
16003

Owner
Owner Wayfinding Signage
Sikeston, Missouri
Drawn / Checked
DS/SB

B.01- SECONDARY VEHICULAR
SIGNAGE ELEVATION

G.11

05.31.16

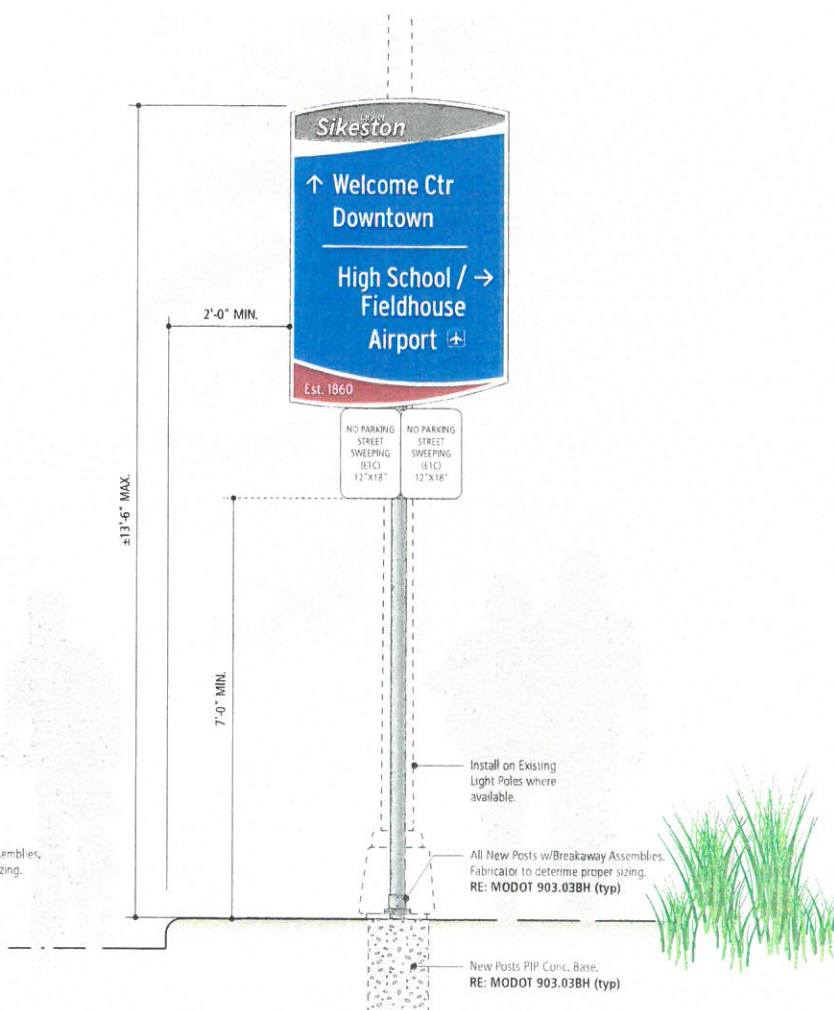
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Note: Engineering Survey of Existing Light Poles must be conducted by Signage Fabricator prior to shop drawing creation. All shops will be engineer stamped to ensure poles and new posts can handle weight and windloads. Signage Fabricator to coordinate with City of Sikeston, BMU and Graphic Designer to make recommendations. Provide necessary chemical breakers/washers/gaskets/bushing between any dissimilar metals.



1 B.01 - Ground Sign Placement (Rural Roadway)
Scale: 1/2"=1'-0"



2 B.01 - Ground Sign Placement (Urban Roadway)
Scale: 1/2"=1'-0"

WORKSHOP

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2114 CENTRAL STREET, STE 124
KANSAS CITY MO 64108
P 816 842 4460

City of Sikeston
Sikeston, Missouri

16003

Owner Wayfinding Signage
Sikeston, Missouri

DS/SB

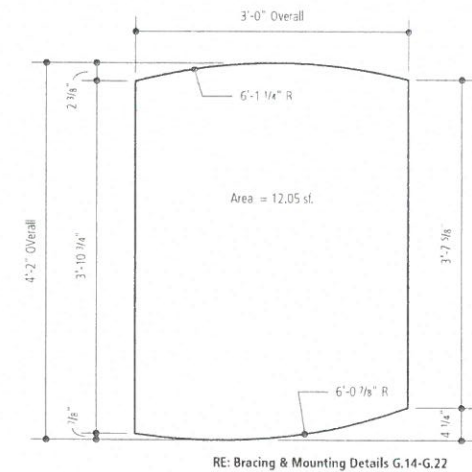
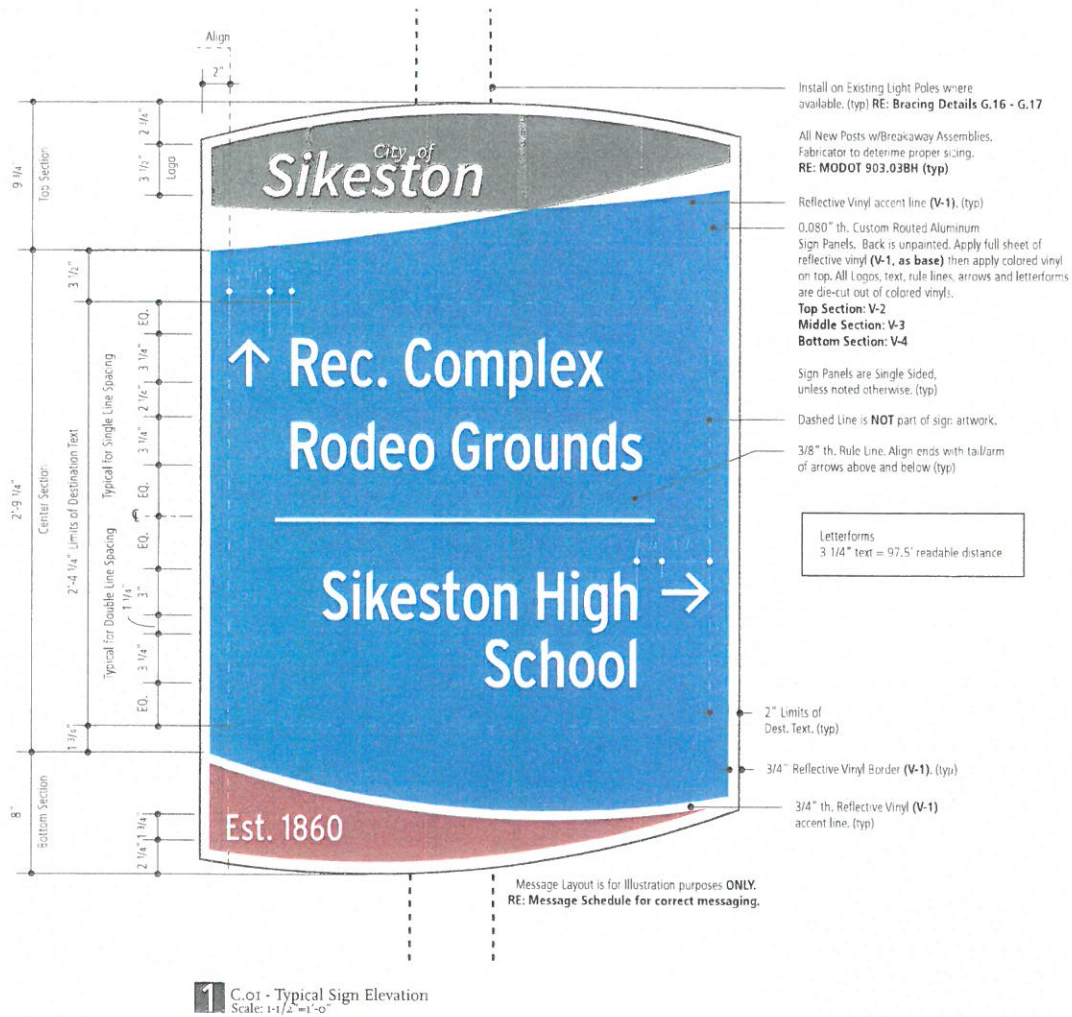
B.01- SECONDARY VEHICULAR
MOUNTING HEIGHT

G.12

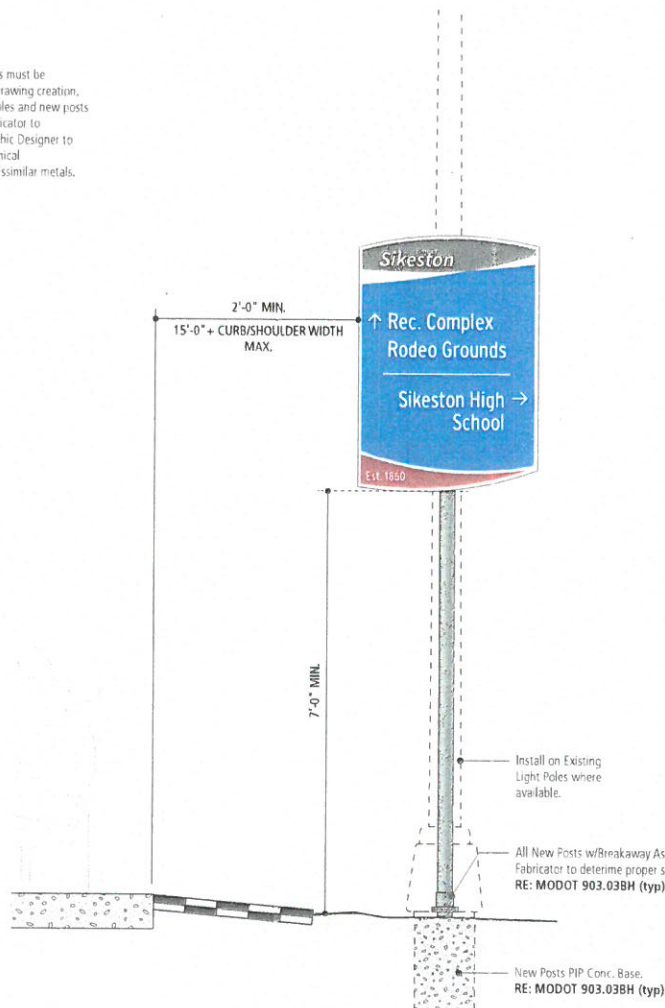
05.31.16

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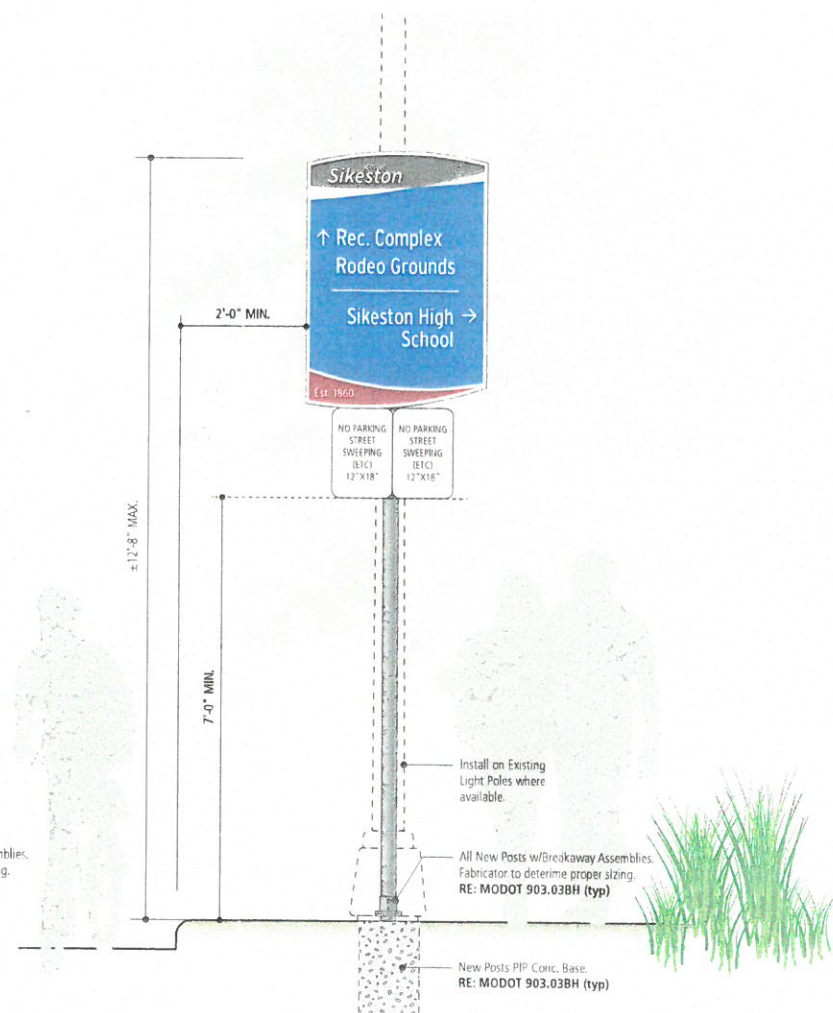
NOT FOR CONSTRUCTION



Note: Engineering Survey of Existing Light Poles must be conducted by Signage Fabricator prior to shop drawing creation. All shops will be engineer stamped to ensure poles and new posts can handle weight and windloads. Signage Fabricator to coordinate with City of Sikeston, BMU and Graphic Designer to make recommendations. Provide necessary chemical breaks/washers/gaskets/bushing between any dissimilar metals.



1 C.01 - Ground Sign Placement (Rural Roadway)
Scale: 1/2"=1'-0"



2 C.01 - Ground Sign Placement (Urban Roadway)
Scale: 1/2"=1'-0"

WORKSHOP

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2114 CENTRAL STREET, STE 124
KANSAS CITY MO 64108
P. 816 842 4460

CITY OF
City of Sikeston
Sikeston, Missouri

PROJECT NUMBER
16003

OWNER
Owner Wayfinding Signage
Sikeston, Missouri

DESIGNER
DS/SB

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**C.01- TERTIARY VEHICULAR
MOUNTING HEIGHT**

G.14

05.31.16

Location No.	Sign Type	Message	Comments	Intersection	ROW Owner	Priority
M.C.1		DELETED FROM THIS PACKAGE	SIGN DELETED PER LINDA LOWES SIGNAGE WILL BE ISSUED WITH ADD SERV NO. 1 FOR DESTINATION SIGNAGE	HISTORIC HOMES DISTRICT (N KINGSHWY)	CITY	TBD
M.E.1	M.01	(MONUMENT AT SIKESTON/MINER CITY LIMITS)	RE: ARTWORK	MALONE AT SIKESTON/MINER CITY LIMITS	COS	TBD
M.N.1	M.01	(MONUMENT AT HWY HH AT N. INGRAM INTERSECTION)	RE: ARTWORK	HWY HH AT NORTH INGRAM INTERSECTION	CITY (TBD)	TBD
M.N.2	M.01	(MONUMENT HWY 61 AT INDUSTRIAL PARK)	RE: ARTWORK	HWY 61 AT INDUSTRIAL PARK	CITY/BMU	TBD
M.S.1		DELETED FROM THIS PACKAGE	SIGN DELETED PER LINDA LOWES SIGNAGE WILL BE ISSUED WITH ADD SERV NO. 1 FOR DESTINATION SIGNAGE	HWY 60 INTERCHANGE FROM DEXTER	PRIVATE	TBD
M.S.2	V.01	(SIGNAGE AT HWY 60 AT MATTHEWS PARK)	RE: ARTWORK	HWY 60 AT MATTHEWS PARK DIRECTION OF TRAVEL: WESTBOUND	MODOT	TBD
M.W.1		DELETED	RE: ARTWORK SIGN DELETED PER LINDA LOWES	BUS. 60 (HWY 114) AT CITY LIMITS	PRIVATE	TBD
W.C1-A	B.01	(CITY OF SIKESTON LOGO) X RODEO GROUNDS REC. COMPLEX W INDUSTRIAL PK. EST. 1860	RE: ARTWORK DIRECTION OF TRAVEL: EAST BMU POLE ALUMINUM 23.5" DIAMETER	MAIN AT MALONE 35 MPH	MODOT	9/28/16

Location No.	Sign Type	Message	Comments	Intersection	ROW Owner	Priority
W.C1-B	B.01	(CITY OF SIKESTON LOGO) X DOWNTOWN WELCOME CTR. INDUSTRIAL PK. V EST. 1860	RE: ARTWORK DIRECTION OF TRAVEL: WEST BMU POLE ALUMINUM 25.5" DIAMETER	MAIN AT MALONE 35 MPH	MODOT	9/28/16
W.C1-C	B.01	(CITY OF SIKESTON LOGO) W DOWNTOWN REC. COMPLEX V RODEO GROUNDS EST. 1860	RE: ARTWORK DIRECTION OF TRAVEL: NORTH BMU POLE ALUMINUM 25.5" DIAMETER	MAIN AT MALONE 35 MPH	MODOT	HIGH 8/816
W.C1-D	B.01	(CITY OF SIKESTON LOGO) X THREE RIVERS COLLEGE WELCOME CTR. V DOWNTOWN EST. 1860	RE: ARTWORK DIRECTION OF TRAVEL: SOUTH BMU POLE ALUMINUM 25.5" DIAMETER	MAIN AT MALONE 35 MPH	MODOT	9/28/16
W.C2-A	A.01	(CITY OF SIKESTON LOGO) X INDUSTRIAL PK. RODEO GROUNDS V REC. COMPLEX EST. 1860	RE: ARTWORK DIRECTION OF TRAVEL: NORTH BMU POLE ALUMINUM 25.5" DIAMETER	N. MAIN AT SALCEDO ROAD 35 MPH	MODOT	9/28/16

Location No.	Sign Type	Message	Comments	Intersection	ROW Owner	Priority
W.C2-B	C.01	(CITY OF SIKESTON LOGO) W WELCOME CTR. DOWNTOWN <hr/> V INDUSTRIAL PK. EST. 1860	RE: ARTWORK DIRECTION OF TRAVEL: WEST NEW POST WITH BREAKAWAY ASSEMBLY	E. SALCEDO AT N. MAIN 35 MPH	COS	9/28/16
W.C2-C	A.01	(CITY OF SIKESTON LOGO) X DOWNTOWN <hr/> W RODEO GROUNDS REC. COMPLEX EST. 1860	RE: ARTWORK DIRECTION OF TRAVEL: SOUTH BMU POLE ALUMINUM 25.5" DIAMETER	N. MAIN AT SALCEDO ROAD 45 MPH	MODOT	HIGH 8/8/16
W.C2-D		DELETED	RE: ARTWORK DIRECTION OF TRAVEL: EAST SIGN DELETED PER SITE VISIT NOTES	W. SALCEDO ROAD AT NORTH MAIN (STOP LIGHT)	MODOT	N/A
W.C3-A	C.01	(CITY OF SIKESTON LOGO) X HISTORIC HOMES DISTRICT DOWNTOWN WELCOME CTR. EST. 1860	RE: ARTWORK DIRECTION OF TRAVEL: SOUTH NEW POST WITH BREAKAWAY ASSEMBLY	NORTH KINGS HIGHWAY AT SALCEDO ROAD 35 MPH	MODOT	9/28/16

Location No.	Sign Type	Message	Comments	Intersection	ROW Owner	Priority
W.C4-A	A.01	(CITY OF SIKESTON LOGO) X THREE RIVERS COLLEGE HISTORIC HOMES R DISTRICT DOWNTOWN EST. 1860	RE: ARTWORK DIRECTION OF TRAVEL: SOUTH BMU POLE ALUMINUM 25.5" DIAMETER	NORTH MAIN AT NORTH KINGS HIGHWAY (NORTH Y) 55 MPH	MODOT	9/28/16
W.E1-A	B.01	(CITY OF SIKESTON LOGO) X WELCOME CTR. DOWNTOWN W SIKESTON HIGH SCHOOL EST. 1860	RE: ARTWORK DIRECTION OF TRAVEL: WEST BMU POLE ALUMINUM 25.5" DIAMETER	MALONE AT PINE 35 MPH	MODOT	9/28/16
W.E1-B	B.01	(CITY OF SIKESTON LOGO) X REC. COMPLEX RODEO GROUNDS SIKESTON HIGH V SCHOOL EST. 1860	RE: ARTWORK DIRECTION OF TRAVEL: EAST BMU POLE ALUMINUM 25.5" DIAMETER	MALONE AT PINE 35 MPH	MODOT	9/28/16

Location No.	Sign Type	Message	Comments	Intersection	ROW Owner	Priority
W.E2-A	B.01	(CITY OF SIKESTON LOGO) W RODEO GROUNDS CLINTON BLDG. REC. COMPLEX EST. 1860	RE: ARTWORK DIRECTION OF TRAVEL: EAST BMU POLE ALUMINUM 25.5" DIAMETER	MALONE AT SELMA 40 MPH	MODOT	HIGH 8/8/16
W.E2-B	C.01	(CITY OF SIKESTON LOGO) W RODEO GROUNDS CLINTON BLDG. REC. COMPLEX ROTARY PK. V EST. 1860	RE: ARTWORK DIRECTION OF TRAVEL: WEST NEW POST WITH BREAKAWAY ASSEMBLY	LINN/INDUSTRIAL (SPLIT TRAFFIC) 30 MPH	COS	HIGH 8/8/16
W.E2-C	B.01	(CITY OF SIKESTON LOGO) V RODEO GROUNDS REC. COMPLEX CLINTON BLDG. EST. 1860	RE: ARTWORK DIRECTION OF TRAVEL: BMU POLE ALUMINUM 25.5" DIAMETER HAS BAND FOR OTHER SIGNS	MALONE AT SELMA 45 MPH	MODOT	HIGH 8/8/16

Location No.	Sign Type	Message	Comments	Intersection	ROW Owner	Priority
W.E2-D	B.01	SIDE A - WEST BOUND FACE: (CITY OF SIKESTON LOGO) X RODEO GROUNDS <hr/> CLINTON BLDG. V EST. 1860 SIDE B - EAST BOUND FACE: (CITY OF SIKESTON LOGO) X ROTARY PK. <hr/> W CLINTON BLDG. EST. 1860	RE: ARTWORK DOUBLE SIDED SIGN DIRECTION OF TRAVEL: WEST/EAST NEW POST WITH BREAKAWAY ASSEMBLY INSTALL SOUTHSIDE OF LINN STREET. OWNER TO VERIFY LOCATION OF SIGN	LINN AT CAMPANELLA 30 MPH	COS	HIGH 8/8/16
W.E2-E	B.01	(CITY OF SIKESTON LOGO) W RODEO GROUNDS REC. COMPLEX EST. 1860	RE: ARTWORK DOUBLE SIDED SIGN DIRECTION OF TRAVEL: EAST NEW POST WITH BREAKAWAY ASSEMBLY	SALCEDO AT NORTH INGRAM 45 MPH	COS	HIGH 8/8/16
W.E3-A	A.01	(CITY OF SIKESTON LOGO) W RODEO GROUNDS CLINTON BLDG. DOWNTOWN WELCOME CTR. EST. 1860	RE: ARTWORK NEW POST WITH BREAKAWAY ASSEMBLY INSTALL IN RR ROW PERPENDICULAR TO LAMBERT'S DRIVEWAY EXIT	MALONE AT LAMBERTS CAFE 45 MPH	RR ROW	HIGH 8/8/16
W.N1-A		DELETED FROM THIS PACKAGE	RE: ARTWORK DIRECTION OF TRAVEL: WEST	I-55 SOUTH EXIT NORTHERN INTERCHANGE 35 MPH	MODOT	TBD

Location No.	Sign Type	Message	Comments	Intersection	ROW Owner	Priority
W.N2-A	A.01	(CITY OF SIKESTON LOGO) X SEMO UNIV. <hr/> W RODEO GROUNDS REC. COMPLEX EST. 1860	RE: ARTWORK DIRECTION OF TRAVEL: WEST NEW POST WITH BREAKAWAY ASSEMBLY	HWY HH AT NORTH INGRAM ROAD 55 MPH	MODOT	HIGH 8/8/16
W.N2-B	A.01	(CITY OF SIKESTON LOGO) V RODEO GROUNDS REC. COMPLEX EST. 1860	RE: ARTWORK DIRECTION OF TRAVEL: EAST NEW POST WITH BREAKAWAY ASSEMBLY	HWY HH AT NORTH INGRAM ROAD 55 MPH	MODOT	HIGH 8/8/16
W.N3-A		DELETED	RE: ARTWORK DIRECTION OF TRAVEL: WEST SIGN DELETED PER LINDA LOWES	HWY HH AT HIGHWAY 61 (STOP LIGHT)	MODOT	N/A
W.N3-B		DELETED	RE: ARTWORK DIRECTION OF TRAVEL: EAST SIGN DELETED PER LINDA LOWES	HWY ZZ AT HIGHWAY 61 (STOP LIGHT)	MODOT	N/A
W.N3-C	A.01	(CITY OF SIKESTON LOGO) X SEMO UNIV. <hr/> RODEO GROUNDS V REC. COMPLEX EST. 1860	RE: ARTWORK DIRECTION OF TRAVEL: NORTH NEW POST WITH BREAKAWAY ASSEMBLY	HIGHWAY 61 AT HWY HH 55 MPH	MODOT	HIGH 8/8/16

Location No.	Sign Type	Message	Comments	Intersection	ROW Owner	Priority
W.N3-D	A.01	(CITY OF SIKESTON LOGO) X DOWNTOWN <hr/> W RODEO GROUNDS REC. COMPLEX EST. 1860	RE: ARTWORK DIRECTION OF TRAVEL: SOUTH BMU POLE ALUMINUM 26.0" DIAMETER	HIGHWAY 61 AT HWY ZZ 55 MPH	MODOT	HIGH 8/8/16
W.S1-A		DELETED	RE: ARTWORK DIRECTION OF TRAVEL: NORTH OR SOUTH SIGN DELETED PER LINDA LOWES	HIGHWAY 60E EXIT RAMP AT MAIN	MODOT	N/A
W.S1-B		DELETED	RE: ARTWORK DIRECTION OF TRAVEL: NORTH OR SOUTH SIGN DELETED PER LINDA LOWES	HIGHWAY 60W EXIT RAMP AT MAIN	MODOT	N/A
W.S1-D	V.01	(SIGNAGE AT EAST BOUND HWY 60 PARALLEL TO LARCEL DRIVE)	RE: ARTWORK	HWY 60 EAST BEFORE THE 60/61 INTERCHANGE DIRECTION OF TRAVEL: EAST BOUND <small>Per Email from Linda on: 6/8/16 - Location # changed from M 5.3 to W 314</small>	MODOT	TBD
W.S2-A	A.01	(CITY OF SIKESTON LOGO) X REC. COMPLEX RODEO GROUNDS <hr/> W DOWNTOWN EST. 1860	RE: ARTWORK DIRECTION OF TRAVEL: NORTH BMU POLE ALUMINUM 25.5" DIAMETER	S. MAIN AT S. KINGS HIGHWAY (SOUTH "Y") 45 MPH	MODOT	HIGH 8/8/16

Location No.	Sign Type	Message	Comments	Intersection	ROW Owner	Priority
W.S3-A	B.01	(CITY OF SIKESTON LOGO) X SEMO UNIV. <hr/> SIKESTON HIGH V SCHOOL EST. 1860	RE: ARTWORK DIRECTION OF TRAVEL: NORTH NEW POST WITH BREAKAWAY ASSEMBLY	S. MAIN AT HELEN (STOP LIGHT) 55 MPH	MODOT	9/28/16
W.S3-B	B.01	(CITY OF SIKESTON LOGO) X THREE RIVERS COLLEGE <hr/> W SIKESTON HIGH SCHOOL EST. 1860	RE: ARTWORK DIRECTION OF TRAVEL: SOUTH BMU POLE ALUMINUM 25.5" DIAMETER	S. MAIN AT HELEN (STOP LIGHT) 45 MPH	MODOT	9/28/16
W.S4-A	C.01	(CITY OF SIKESTON LOGO) W SIKESTON HIGH SCHOOL EST. 1860	RE: ARTWORK DIRECTION OF TRAVEL: EAST NEW POST WITH BREAKAWAY ASSEMBLY	PINE AT HELEN 30 MPH	MODOT	9/28/16

EXHIBIT B
Sign Location Layout

See attached



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KANSAS CITY MO 64108
P 816 842 4460

CITY OF
City of Siketon
Siketon, Missouri

PROJECT NUMBER
16003

OWNER
Owner Wayfinding Signage
Siketon, Missouri

DESIGNER
DS/SB

OVERALL SIGN LOCATION PLAN

G.1

05.31.16



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CITY OF
City of Sikeston
Sikeston, Missouri

PROJECT NUMBER
16003

OWNER
Owner Wayfinding Signage
Sikeston, Missouri

DESIGNER
DS/SB

SIGN LOCATION PLAN - FAR NORTH

G.2

DATE
05.31.16



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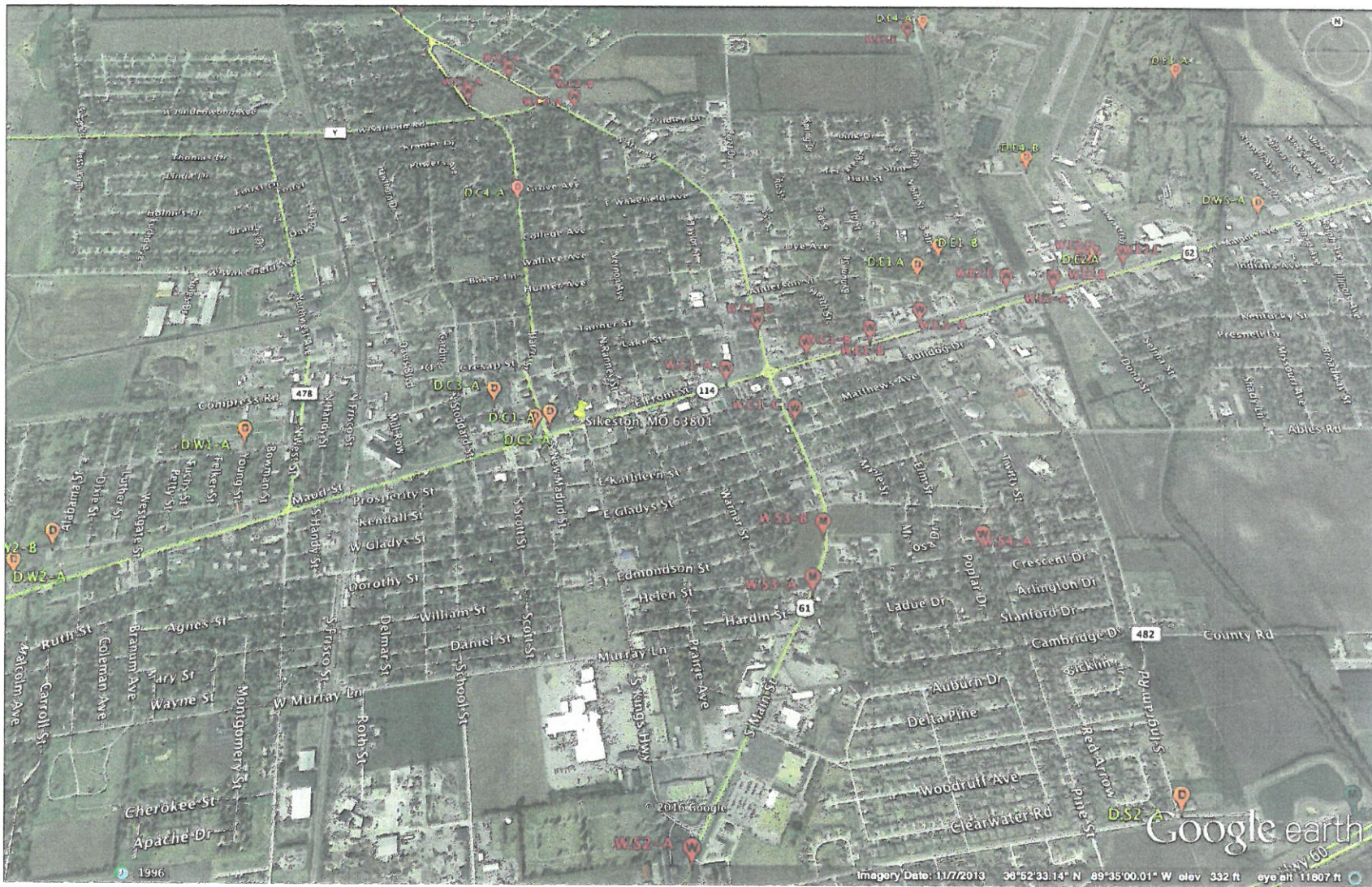
CLIENT
City of Sikeston
Sikeston, Missouri
PROJECT NO.
16003

PROJECT
Owner Wayfinding Signage
Sikeston, Missouri
DATE WHEN THIS PLAN
DS/SB

SIGN LOCATION PLAN - NORTH

PROJECT NUMBER
G.3

DATE
05.31.16



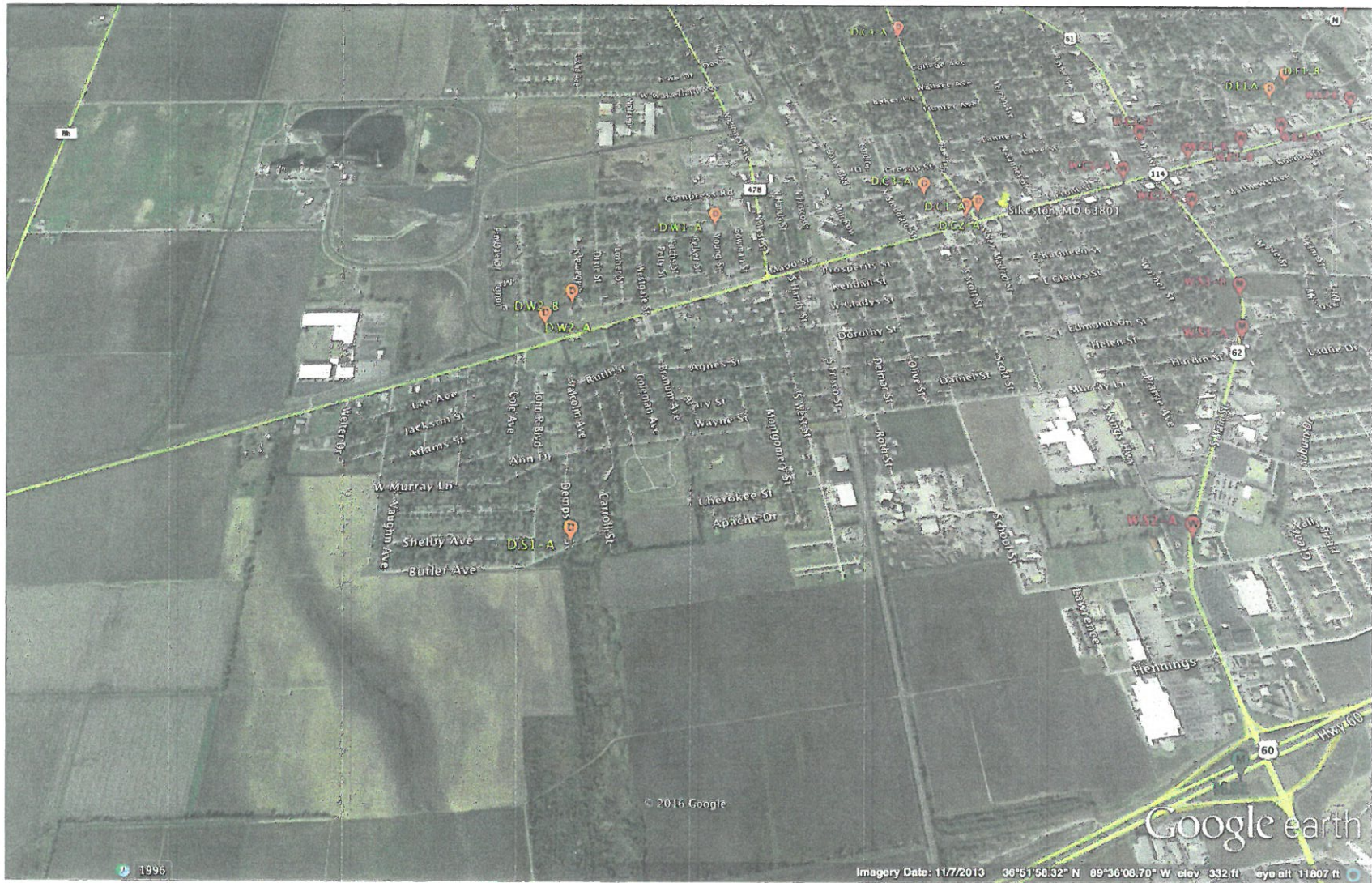


<p>WORKSHOP</p> <p>WORKSHOP DESIGN LLC 2114 CENTRAL STREET, STE 124 KANSAS CITY MO 64108 P 816 842 4460</p>	<p>Client</p> <p>City of Sikston Sikston, Missouri</p> <p>Project No.</p> <p>16003</p>	<p>Owner</p> <p>Owner Wayfinding Signage Sikston, Missouri</p> <p>Project No.</p> <p>DS/SB</p>	<p>Project No.</p> <p>16003</p> <p>Project Name</p> <p>SIGN LOCATION PLAN - SOUTH</p>	<p>Project No.</p> <p>G.5</p> <p>Project Date</p> <p>05.31.16</p>
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P 816 842 4460

CITY OF
City of Sikeston
Sikeston, Missouri

16003

OWNER WAYFINDING SIGNAGE
Owner Wayfinding Signage
Sikeston, Missouri

DS/SB

SIGN LOCATION PLAN - WEST

G.7

05.31.16

Council Letter

Date of Meeting: June 27, 2016

Originating Department: City Manager

To the Mayor and City Council:

Subject: Council Goal Setting and State of the City

Attachment(s): None

Action Options:

1. Briefing Only
2. Other Action Council May Deem Necessary

Background:

The Council previously discussed dates for a State of the City meeting and a Council Goal Setting Retreat. None of the dates previously discussed will allow the entire Council to participate. I have spoken with the Mayor and he suggested that in the fall we first hold a Council retreat and then several weeks later hold a State of the City meeting. Possible dates (and potential conflicts) for a Saturday Council retreat are listed below:

September 3
September 10 (City Employee Picnic)
September 17 (City Manager and Councilman Meredith not available)
September 24 (ICMA Conference)
October 1 (Cotton Carnival Parade)
October 8 (Cotton Ramble, JC Oktoberfest)
October 15
October 22
October 29
November 5
November 12 (Veterans Day Weekend)
November 19
November 26 (Thanksgiving Weekend)
December 3
December 10
December 17
December 24 (Christmas Eve)
December 31 (New Year's Eve)