TENTATIVE AGENDA

SPECIAL CITY COUNCIL MEETING
SIKESTON CITY HALL

Monday, June 30, 2014
11:30 A.M.

I. CALL TO ORDER

II. RECORD OF ATTENDANCE

III. OPENING PRAYER

IV. ITEMS OF BUSINESS

A. Award Bid, Greenbrier Ditch Clean-Out
B. Authorize Execution of Animal Shelter Services Contract
C. Briefing: Project Update, Three Rivers Community College/Larcel Dr.
   Intersection
D. 1st Reading, Bill #5959, Amending City Code 600, Liquor License Violations
E. Briefing: Cell Tower Lease
F. Briefing: MoDOT Sales Tax Initiative Public Comment Period
G. Briefing: DRA Grant Application
H. Briefing: Village Green RFP
I. Resolution 14-06-01, Declaration of Surplus Property
J. Other Items As May Be Determined During the Course of the Meeting

V. CITY MANAGER'S REPORT

VI. ADJOURNMENT INTO EXECUTIVE SESSION

Property (RSMo 6.10.021(2))

VII. ADJOURNMENT

Dated this 26th day of June 2014

[Signature]
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.
Date of Meeting: 14-06-30

Originating Department: Public Works Department

To the Mayor and City Council:

Subject: Award, Bid # 14-21, Greenbrier Ditch Clean-out

Attachment(s):

1. Bid Tabulation Sheet

Action Options:

1. Award Bid #14-21
2. Other Action Council May Deem Necessary

Background:

Bids for the clean-out of the Greenbrier Drainage Ditch were opened June 19, 2014 at 1:30 p.m. Three (3) bids were received. Staff recommends the bids be awarded to the low bidder. The low bidder was Schlosser Construction Company at $30,000.
Greenbrier Drainage Ditch Improvements  
City of Sikeston  
Bid #14-21 Tabulation  
Bid Opening: June 19, 2014 at 1:30 p.m.

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Bid Price</th>
<th>Anti-Collusion/Non-Kickback (Y/N)</th>
<th>Bid Bond/Cashiers Check (Y/N)</th>
</tr>
</thead>
<tbody>
<tr>
<td>AC James Excavating</td>
<td>$142,974</td>
<td>Y</td>
<td>Y</td>
</tr>
<tr>
<td>Ferrell Excavating</td>
<td>$55,000</td>
<td>Y</td>
<td>Y</td>
</tr>
<tr>
<td>Schlosser Construction Co.</td>
<td>$30,000</td>
<td>Y</td>
<td>Y</td>
</tr>
</tbody>
</table>

Chairman: Chris Lambert  
Verifier: Brian Dial  
Recorder: Angie Keller
Date of Meeting: 14-06-30

Originating Department: City Manager

To the Mayor and City Council:

Subject: Animal Shelter Agreement

Attachment(s):

1. Animal Shelter Housing Agreement

Action Options:

1. Authorize the City Manager to Execute the Animal Shelter Housing Agreement with the Sikeston Area Humane Society
2. Other Action Council May Deem Necessary

Background:

The City Council previously authorized staff to negotiate a contract with the Sikeston Area Humane Society to provide animal shelter services. Staff members have met with Humane Society representatives several times and have negotiated a contract largely along the lines previously discussed with Council. The only substantive changes, which staff is recommending as reasonable compromises, are the following:

- Allow housing of animals outdoors but with specific limitations on dates (allowed March through November only) and numbers of animals (5 outdoor pens with 4 dogs maximum in each).
- Reduce Fire Legal Liability insurance requirement from $500,000 to $200,000.

Staff recommends that the Council authorize the City Manager to execute the agreement, however, the City Manager will wait to execute the agreement until the Humane Society submits a certificate of insurance reflecting the newly required coverage levels, and the schedule of fees (such as boarding fees and return-to-owner fees) to be attached to the contract.
City of Sikeston – Sikeston Area Humane Society
Animal Shelter Housing Agreement

City of Sikeston, Missouri

An agreement from June 1, 2014 through December 31, 2014, 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, 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 alteration 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 six (6) months commencing on July 1, 2014 and ending December 31, 2014.

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 thirty one thousand five hundred dollars ($31,500) 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, 2014 to December 31, 2014 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
Animal Housing Agreement for Period Ending December 31, 2014

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 2014.

CITY OF SIKESTON, MISSOURI

________________________________________
Jonathan M. Douglass, City Manager

ATTEST:

________________________________________
Carroll Couch, City Clerk

SIKESTON AREA HUMANE SOCIETY, INC.

________________________________________
Dan Strebler, President

________________________________________
Lindsey Chaney, Secretary

Acknowledged:

________________________________________
Amy Wren, Director
Sikeston Area Humane Society, Inc.

(Revised 6-27-14)
Council Letter

Date of Meeting: 14-06-30

Originating Department: Public Works Department

To the Mayor and City Council:

Subject: Project Update, Three Rivers Community College/ Larcel Drive Intersection

Action Options:

1. No action required at this time

Background:

The bid for MODOT Project #J9S3085 has been awarded to Lappe Cement Finishing, Inc.

The project involves intersection and traffic signal improvements to the intersection of 61 (Main St.) at Larcel and the new TRC campus. It also includes some widening along US 61 (Main St.).

The project estimate was $787,000, and the award amount came in at $764,221.76. The City is responsible for 50% of the cost, with 80% of the City’s share coming from Surface Transportation Program funds.

The project is expected to begin this week with a completion date of October 1, 2014.
Date of Meeting: 14-06-30

Originating Department: Governmental Services

To the Mayor and City Council:

Subject: 1st Reading, Bill 5959 Amending Chapter 600 Alcoholic Beverages of the City Code

Attachment(s):
1. Bill 5959

Action Options:
1. First Reading of Bill Number 5959
2. Other action Council may deem appropriate

Background:

With the reduction in staffing and budget by the Missouri Division of Alcohol and Tobacco Control, increased supervision and enforcement of liquor control by municipalities is ever more important. In an effort to streamline the hearing process for suspensions and revocations, Bill Number 5959 was drafted.

Attached for your review is Bill Number 5959, Amending Chapter 600 Alcoholic Beverages, of the Sikeston Municipal Code. With the passage of this ordinance, the City Manager will have the authority to suspend/revoke the liquor license of an establishment within the city limits of Sikeston.

Bill 5959 establishes when the City Manager may suspend or revoke a license and the notification process. In addition, a Liquor License Review Board is created. The board will consist of two city employees appointed by the City Manager and a member appointed by the City Council. The Liquor License Review Board will serve as the appeals board for businesses suspended or revoked by the City Manager.
BILL Number 5959

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 5959 AND SHALL AMEND CHAPTER 600 ALCOHOLIC BEVERAGES OF THE CITY CODE OF THE CITY OF Sikeston, MISSOURI.

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

SECTION I: This Ordinance shall be codified in Chapter 600 of the Sikeston Municipal Code.

SECTION II: Chapter 600 Alcoholic Beverages, Section 600.010 Definitions, shall be amended to include the following definitions:

"CHIEF REVIEW OFFICER
Means the first of two (2) city employees appointed by the city manager to serve on the liquor license review board.

CITY MANAGER
Means the current city manager of the City of Sikeston, Missouri, or his/her designee."

SECTION III: Chapter 600 Alcoholic Beverages is amended to include the following:

"Section 600.089. Liquor License Review Board. A three-member liquor license review board is hereby established consisting of the chief review officer appointed by the city manager, another city employee appointed by the city manager and a member appointed by the city council to serve a three-year term. The city manager's appointees shall be current city employees and shall serve at the pleasure of the city manager."

SECTION IV: Chapter 600 Alcoholic Beverages, Section 600.090. Administration of Law -- License Suspension/Revocation. Subsection A. Suspension or Revocation of License, When-Manner, is amended as follows:

"A. Suspension or Revocation of License, When-Manner
(a) Suspension or revocation. The city manager may suspend or revoke the license of any licensee under this chapter who has failed to meet the standards of conducting business set forth in this chapter or who has made any false, misleading or fraudulent statement in the license application.
(b) Notice of suspension or revocation. The city manager shall suspend or revoke a license issued under this chapter by sending notice of the suspension or revocation to the licensee by first class mail or by personal service on the licensee or the person in charge at the licensed premises. Mailed notice shall be presumed received three (3) days after it is mailed. The notice shall contain:

(1) A statement of the grounds for the suspension or revocation.
(2) The effective date of the suspension or revocation, which shall be at least ten (10) days after the notice is received.
(3) In the case of a suspension, the length of the suspension.
(4) Instructions on how to appeal the suspension or revocation.
(c) Appeal to liquor license review board. The licensee may appeal the suspension or revocation by requesting a hearing before the liquor license review board. The appeal must be in writing, addressed to the chief review officer and received by the chief review officer within ten (10) days after the notice of suspension or revocation was received. Receipt of an appeal by the chief review officer shall automatically stay enforcement of the suspension or revocation until after the hearing."

SECTION V: Chapter 600 Alcoholic Beverages, Section 600.090. Administration of Law -- License Suspension/Revocation. Subsection D. Effect of Suspension, is amended as follows:

"D. Effect of Suspension. No person whose license shall have been suspended by
order of the City Manager shall sell or give away any intoxicating liquor during the
time such suspension is in effect. Any licensee desiring to keep premises open for
the sale of food or merchandise during the period of suspension shall display the
City Manager's order of suspension in a conspicuous place on the premises so that
all persons visiting the premises may readily see the same."

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

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

SECTION IX: Record of Passage:

A. Bill Number 5959 was introduced and read the first time this 30th day of June 2014.

B. Bill Number 5959 was read the second time and discussed this 7th day of July,
2014, and voted as follows:

   Burch _____, Depro _____, Gilmore _____, Harris _____, Graham _________,
   Teachout _____, and Pullen _____, thereby being ________
   and becoming Ordinance ________.

C. Ordinance _______ shall be in full force and effect from and after August 7, 2014.

__________________________
Jerry Pullen, Mayor

__________________________
Approved as to form
Charles Leible, City Counselor

Seal / Attest:
__________________________
Carroll Couch, City Clerk
Briefing:

Cell Tower Lease
Date of Meeting: 14-06-30

Originating Department: Public Works Department

To the Mayor and City Council:

Subject: Briefing, MODOT Sales Tax Initiative, Public Comment Period

Attachments:

1. MODOT Moving Forward Handouts

Action Options:

1. No action required at this time

Background:

MODOT has released a draft list of projects that would be funded with the proposed ¾ cent sales tax ballot initiative that will be voted on this August.

Proposed projects include a new interchange at South Ingram Road and resurfacing of HH in the Sikeston area.

Public comment period runs through 5:00 p.m. on July 3, 2014.
It is the Missouri Department of Transportation's responsibility as Missouri's transportation expert to educate customers about the impact of transportation improvements on public safety, job creation and the state's economy.

CONSTITUTIONAL AMENDMENT 7
TRANSPORTATION SALES TAX: FACT SHEET

FACTS ABOUT THE PROPOSED MEASURE

- Would allow MoDOT to address many of Missouri's most pressing safety and maintenance needs.

- The sales tax increase will not be applied to purchases of medicine, groceries and gasoline.

- **Freezes the state gas tax** over the 10-year time period.

- Will provide an estimated $5.4 billion in funding for transportation projects over 10 years (2015-2025).

- Ten percent will be split among cities and counties for transportation projects that meet the needs of residents and businesses.

- The money cannot be diverted to non-transportation projects.

- The money must be spent on locally developed project lists with local citizen and community input.

- The regional project priority lists will be completed with input from each region. A statewide list will be presented to the MHTC for its approval prior to the election.

- The election will be held **August 5, 2014**.

- For more information, to view the draft regional priorities list, or to comment on the list, visit [www.modot.org/MovingForward](http://www.modot.org/MovingForward). Comment period ends at 5 p.m., July 3, 2014.
Tell Us What You Think!

If you have feedback about the draft regional and community projects in your area, or would like to submit thoughts about specific projects for consideration, please fill out the form below.

Contact Information (optional)

Name: __________________________________________

E-mail: _________________________________________

Organization (If applicable): _______________________

Address: _______________________________________

Suggested Transportation Need

City/Location: ___________________________________

Brief Description: _________________________________

Additional Feedback or Comments (please use other side of page if needed)

Thank you for your comments. We appreciate the continued feedback from all Missourians. For additional information, please visit www.modot.org/movingforward. You may also submit this form to MoDOT at 105 W. Capitol Ave, PO Box 270, Jefferson City, MO 65102.
<table>
<thead>
<tr>
<th>Description Of Improvement</th>
<th>County</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Replace/repair Rte CC bridge over Hurricane Creek</td>
<td>Bollinger</td>
<td>Road and Bridge</td>
</tr>
<tr>
<td>Replace/repair Rte P bridge over Bush Creek</td>
<td>Bollinger</td>
<td>Road and Bridge</td>
</tr>
<tr>
<td>Resurface Rte N from Rte 51 to Rte 25</td>
<td>Bollinger / Cape Girardeau</td>
<td>Road and Bridge</td>
</tr>
<tr>
<td>Extend runway at Poplar Bluff Municipal Airport</td>
<td>Butler</td>
<td>Aviation</td>
</tr>
<tr>
<td>Add center turn lane on Rte PP from Forest Service Road to Township Line Road in Poplar Bluff</td>
<td>Butler</td>
<td>Road and Bridge</td>
</tr>
<tr>
<td>Add lanes on Rte 67 from Rte 160 to Missouri state line</td>
<td>Butler</td>
<td>Road and Bridge</td>
</tr>
<tr>
<td>Sidewalk improvements along Rte W in Poplar Bluff</td>
<td>Butler</td>
<td>Sidewalks / Non-motorized</td>
</tr>
<tr>
<td>Sidewalk improvements along Shelby Road in Poplar Bluff</td>
<td>Butler</td>
<td>Sidewalks / Non-motorized</td>
</tr>
<tr>
<td>Resurface, widen and add shoulders to intermodal connector (County Road 306) from Rte 142 to Rte 53 to improve access to industrial park and railroad facilities</td>
<td>Butler</td>
<td>Road and Bridge</td>
</tr>
<tr>
<td>Interchange improvements to the I-55/Rte 74 Interchange and replace the Bloomfield overpass in Cape Girardeau</td>
<td>Cape Girardeau</td>
<td>Road and Bridge</td>
</tr>
<tr>
<td>Add center turn lane on Rte 61 from I-55 (Fruitland) to Rte 34/72/25</td>
<td>Cape Girardeau</td>
<td>Road and Bridge</td>
</tr>
<tr>
<td>Resurface, add paved shoulders and improve bridges over Williams Creek on Rte 25 from Rte K to Rte 74</td>
<td>Cape Girardeau</td>
<td>Road and Bridge</td>
</tr>
<tr>
<td>Intermodal connection along Veterans Dr from East Main St in Jackson to Rte W in Cape Girardeau</td>
<td>Cape Girardeau</td>
<td>Road and Bridge</td>
</tr>
<tr>
<td>Resurface and add paved shoulders on Rte 25 from Rte K to Rte 34/72/61</td>
<td>Cape Girardeau</td>
<td>Road and Bridge</td>
</tr>
<tr>
<td>Resurface Rte 74 from Rte 25 to I-55</td>
<td>Cape Girardeau</td>
<td>Road and Bridge</td>
</tr>
<tr>
<td>Replace/repair Rte Z bridges over Hubble Creek and Hubble Creek overflow</td>
<td>Cape Girardeau</td>
<td>Road and Bridge</td>
</tr>
<tr>
<td>Bridge replacement on Rte N over Middle Brushy Creek</td>
<td>Carter</td>
<td>Road and Bridge</td>
</tr>
<tr>
<td>Resurface and add shoulders to Rte A from Rte 60 to Rte 49</td>
<td>Carter</td>
<td>Road and Bridge</td>
</tr>
<tr>
<td>Resurface Rte 103 from Rte 60 to Rte Z</td>
<td>Carter</td>
<td>Road and Bridge</td>
</tr>
<tr>
<td>Resurface Rte 32 from Rte 72 to Rte KK</td>
<td>Dent</td>
<td>Road and Bridge</td>
</tr>
<tr>
<td>Resurface and add paved shoulders to Rte 14 from Rte O to Beaver Creek Bridge</td>
<td>Douglas</td>
<td>Road and Bridge</td>
</tr>
<tr>
<td>Resurface Rte 75 from Rte 51 to Rte 95</td>
<td>Douglas</td>
<td>Road and Bridge</td>
</tr>
<tr>
<td>Replace/repair Rte ZZ bridge over Fox Creek</td>
<td>Douglas</td>
<td>Road and Bridge</td>
</tr>
<tr>
<td>Replace/repair Rte ZZ overflow bridge over Fox Creek</td>
<td>Douglas</td>
<td>Road and Bridge</td>
</tr>
<tr>
<td>Add lanes on Rte 412 from Kennett to Missouri state line</td>
<td>Dunklin</td>
<td>Road and Bridge</td>
</tr>
<tr>
<td>Replace/repair Rte ZZ bridge over Drainage Ditch #2</td>
<td>Dunklin</td>
<td>Road and Bridge</td>
</tr>
<tr>
<td>New bridge over railroad on Rte 160 in West Plains</td>
<td>Howell</td>
<td>Road and Bridge</td>
</tr>
<tr>
<td>Extend runway at West Plains Regional Airport</td>
<td>Howell</td>
<td>Aviation</td>
</tr>
<tr>
<td>Resurface Rte BB from Rte 160 to end</td>
<td>Howell</td>
<td>Road and Bridge</td>
</tr>
<tr>
<td>Resurface Rte W from Rte 17 south to Rte 17</td>
<td>Howell</td>
<td>Road and Bridge</td>
</tr>
<tr>
<td>Resurface and add paved shoulders on Rte 32 from Rte 49 North Junction to Rte 49 South Junction</td>
<td>Iron</td>
<td>Road and Bridge</td>
</tr>
<tr>
<td>Resurface Rte 49 from Rte 72/21 to Rte K</td>
<td>Iron</td>
<td>Road and Bridge</td>
</tr>
</tbody>
</table>
# Southeast Region Draft Regional Priority List

<table>
<thead>
<tr>
<th>Description Of Improvement</th>
<th>County</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Resurface Rte DD from Rte T to Rte 00</td>
<td>Jefferson / Ste</td>
<td>Road and Bridge</td>
</tr>
<tr>
<td>Resurface and add paved shoulders on Rte 72 from Ironon to Rte 67</td>
<td>Madison</td>
<td>Road and Bridge</td>
</tr>
<tr>
<td>Resurface, widen and add shoulders on Rte J from Rte 72 to Rte 51</td>
<td>Madison / Perry</td>
<td>Road and Bridge</td>
</tr>
<tr>
<td>Replace/repaRte 102 bridge over Drainage Ditch #14</td>
<td>Mississippi</td>
<td>Road and Bridge</td>
</tr>
<tr>
<td>Replace/repaRte D bridge over Drainage Ditch #32</td>
<td>Mississippi</td>
<td>Road and Bridge</td>
</tr>
<tr>
<td>Replace/repaRte C bridge over Lateral Ditch #4</td>
<td>Mississippi</td>
<td>Road and Bridge</td>
</tr>
<tr>
<td>New bridge over railroad on port access road to New Madrid County Port</td>
<td>New Madrid</td>
<td>Port</td>
</tr>
<tr>
<td>New interchange at Rte 60 and South Ingram Rd in Sikeston</td>
<td>New Madrid</td>
<td>Road and Bridge</td>
</tr>
<tr>
<td>Resurface Rte 8 from Rte 153 to Rte 412</td>
<td>New Madrid /</td>
<td>Road and Bridge</td>
</tr>
<tr>
<td>Resurface and add paved shoulders on Rte 19 from Alton to Thayer</td>
<td>Pemiscot</td>
<td>Road and Bridge</td>
</tr>
<tr>
<td>Raise Rte 142 on east side of Eleven Point River Bridge</td>
<td>Oregon</td>
<td>Road and Bridge</td>
</tr>
<tr>
<td>Replace/repaRte V bridge over Janes Creek</td>
<td>Oregon</td>
<td>Road and Bridge</td>
</tr>
<tr>
<td>Replace/repaRte V bridge over Miller Creek</td>
<td>Oregon</td>
<td>Road and Bridge</td>
</tr>
<tr>
<td>Resurface and add shoulders to Rte 5 from Gainesville to Missouri state line</td>
<td>Ozark</td>
<td>Road and Bridge</td>
</tr>
<tr>
<td>Replace/repaRte JJ bridge over Little Creek</td>
<td>Ozark</td>
<td>Road and Bridge</td>
</tr>
<tr>
<td>Replace/repaRte H bridge over N. Fork of White River</td>
<td>Ozark</td>
<td>Road and Bridge</td>
</tr>
<tr>
<td>Resurface and add paved shoulders on Rte 160 from Gainesville to West Plains</td>
<td>Ozark / Howell</td>
<td>Road and Bridge</td>
</tr>
<tr>
<td>Purchase property to extend railroad access to Pemiscot Port</td>
<td>Pemiscot</td>
<td>Port</td>
</tr>
<tr>
<td>Resurface Rte U from I-55 to Rte 84</td>
<td>Pemiscot</td>
<td>Road and Bridge</td>
</tr>
<tr>
<td>Resurface Rte J from Rte Z to I-55</td>
<td>Pemiscot</td>
<td>Road and Bridge</td>
</tr>
<tr>
<td>Resurface Rte Z from Rte 412/Rte B to Rte 164</td>
<td>Pemiscot</td>
<td>Road and Bridge</td>
</tr>
<tr>
<td>New interchange on I-55 north of Rte T</td>
<td>Perry</td>
<td>Road and Bridge</td>
</tr>
<tr>
<td>Resurface Rte H from Rte 61 to Rte 51</td>
<td>Perry</td>
<td>Road and Bridge</td>
</tr>
<tr>
<td>Replace/repaRte A bridge over Indian Creek</td>
<td>Perry</td>
<td>Road and Bridge</td>
</tr>
<tr>
<td>Resurface I-55 Outer Road from Rte T to Rte 51</td>
<td>Perry</td>
<td>Road and Bridge</td>
</tr>
<tr>
<td>Replace/repaRte F bridge over Logan Creek</td>
<td>Reynolds</td>
<td>Road and Bridge</td>
</tr>
<tr>
<td>Resurface Rte B from Rte 72 to Rte 106</td>
<td>Reynolds</td>
<td>Road and Bridge</td>
</tr>
<tr>
<td>Replace/repaRte the Rte 142 bridge over Harris Creek</td>
<td>Ripley</td>
<td>Road and Bridge</td>
</tr>
<tr>
<td>Replace/repaRte the Rte 142 bridge over Ditch No. 2</td>
<td>Ripley</td>
<td>Road and Bridge</td>
</tr>
<tr>
<td>Improve railroad connection to the SEMO Port</td>
<td>Scott</td>
<td>Rail</td>
</tr>
<tr>
<td>Resurface Rte HH from Rte 61 to Rte H</td>
<td>Scott</td>
<td>Road and Bridge</td>
</tr>
<tr>
<td>Replace/repaRte U bridge over St John’s Drainage Ditch</td>
<td>Scott</td>
<td>Road and Bridge</td>
</tr>
<tr>
<td>Replace/repaRte A bridge over Caney Creek</td>
<td>Scott</td>
<td>Road and Bridge</td>
</tr>
<tr>
<td>Description Of Improvement</td>
<td>County</td>
<td>Type</td>
</tr>
<tr>
<td>-------------------------------------------------------------------------------------------</td>
<td>-----------</td>
<td>--------------------</td>
</tr>
<tr>
<td>Replace/repair Rte 91 bridge over Drainage Ditch #291</td>
<td>Scott</td>
<td>Road and Bridge</td>
</tr>
<tr>
<td>Replace/repair Rte 91 bridge over Drainage Ditch #35</td>
<td>Scott</td>
<td>Road and Bridge</td>
</tr>
<tr>
<td>Replace/repair Rte 91 bridge over Drainage Ditch #14</td>
<td>Scott</td>
<td>Road and Bridge</td>
</tr>
<tr>
<td>Resurface and add paved shoulders on Rte 19 from Eminence to Rte 60</td>
<td>Shannon</td>
<td>Road and Bridge</td>
</tr>
<tr>
<td>Resurface Rte 19 from Rte 60 to Rte 160</td>
<td>Shannon</td>
<td>Road and Bridge</td>
</tr>
<tr>
<td>Replace/repair Rte 19 bridge over Sinking Creek</td>
<td>Shannon</td>
<td>Road and Bridge</td>
</tr>
<tr>
<td>Improvements at the Rte 8 intersections with State St, Hawthorne St and Rte 67 ramps in the city of Desloge</td>
<td>St Francois</td>
<td>Road and Bridge</td>
</tr>
<tr>
<td>Add left turn lane on Rte 32 at Business Rte 32 in Park Hills</td>
<td>St Francois</td>
<td>Road and Bridge</td>
</tr>
<tr>
<td>Improvements to the Rte 8/Rte P intersection west of Desloge</td>
<td>St Francois</td>
<td>Road and Bridge</td>
</tr>
<tr>
<td>Improve railroad and truck access to the New Bourbon Port</td>
<td>Ste Genevieve</td>
<td>Road and Bridge</td>
</tr>
<tr>
<td>Interchange safety improvements at I-55 and Rte 32</td>
<td>Ste Genevieve</td>
<td>Road and Bridge</td>
</tr>
<tr>
<td>Resurface Rte AD from Rte 60 to end</td>
<td>Stoddard</td>
<td>Road and Bridge</td>
</tr>
<tr>
<td>Resurface Rte ZZ from Rte 60 to Rte H</td>
<td>Stoddard</td>
<td>Road and Bridge</td>
</tr>
<tr>
<td>Replace/repair Rte N bridge over Drainage Ditch #30</td>
<td>Stoddard</td>
<td>Road and Bridge</td>
</tr>
<tr>
<td>Replace/repair Rte Z bridge over Main Ditch</td>
<td>Stoddard</td>
<td>Road and Bridge</td>
</tr>
<tr>
<td>Replace/repair Rte 91 bridge over Drainage Ditch #33</td>
<td>Stoddard</td>
<td>Road and Bridge</td>
</tr>
<tr>
<td>Replace/repair Rte 91 bridge over Drainage Ditch #34</td>
<td>Stoddard</td>
<td>Road and Bridge</td>
</tr>
<tr>
<td>Resurface Rte H from Rte 25 to Rte J east junction</td>
<td>Stoddard / Dunklin</td>
<td>Road and Bridge</td>
</tr>
<tr>
<td>Resurface and add paved shoulders on Rte 17 from Rte 63 to Rte 106</td>
<td>Texas</td>
<td>Road and Bridge</td>
</tr>
<tr>
<td>Resurfacing Rte 32 from Rte 17 south junction to Rte 63</td>
<td>Texas</td>
<td>Road and Bridge</td>
</tr>
<tr>
<td>Resurface Rte 17 from Rte 106 to Rte 60</td>
<td>Texas/Howell</td>
<td>Road and Bridge</td>
</tr>
<tr>
<td>Replace/repair the Rte 49 over McKenzie Creek</td>
<td>Wayne</td>
<td>Road and Bridge</td>
</tr>
<tr>
<td>New pedestrian bridge adjacent to Rte 49 across Williams Creek in Williamsville</td>
<td>Wayne</td>
<td>Sidewalks / Non-motorized</td>
</tr>
<tr>
<td>Resurface and add shoulders to Rte 49 from southern Junction of Rte 34 to Rte 67</td>
<td>Wayne</td>
<td>Road and Bridge</td>
</tr>
<tr>
<td>Replace/repair Rte FF bridge over Lake Creek</td>
<td>Wayne</td>
<td>Road and Bridge</td>
</tr>
<tr>
<td>New bridge over railroad on Rte 95 in Mountain Grove</td>
<td>Wright</td>
<td>Road and Bridge</td>
</tr>
<tr>
<td>Resurface and add paved shoulders on Rte 5 from Hartville to Rte 60</td>
<td>Wright</td>
<td>Road and Bridge</td>
</tr>
<tr>
<td>Resurface Rte 38 from Rte F to Rte 5</td>
<td>Wright</td>
<td>Road and Bridge</td>
</tr>
<tr>
<td>Replace/repair Rte H bridge over Beaver Creek</td>
<td>Wright</td>
<td>Road and Bridge</td>
</tr>
</tbody>
</table>
Date of Meeting: 14-06-30

Originating Department: Department of Economic Development

To the Mayor and City Council:

Subject: Briefing: DRA Grant Application

Attachment:
1. Estimated Cost Improvements
2. Construction Estimate
3. Map of Construction Area

Action Options:
1. Briefing Only
2. Other action Council may deem appropriate

Background:
Do-It-Best officials asked the City to look at another entrance/exit from their site on Rose Parkway. After looking at several options, the extension of Rose Parkway north to County Road 468 was determined the best option to honor their request. Jay Lancaster was asked to put a cost estimate together for this project. A copy of this estimate is attached.

Several ideas were discussed by City staff as ways to fund this road project. After talking with DRA officials, it was decided a DRA Grant Application and local government/private sector partnership efforts would be the most desirable way to fund this project. After meeting with the members of this public/private partnership, the attached plan is our recommendation for completion of this improvement to the Sikeston Education & Technology Park.
ROSE PARKWAY EXTENSION & COUNTY ROAD 468 IMPROVEMENTS

ESTIMATED COST ........................................... $1,062,318

DRA GRANT .................................................. $350,000

DIB ........................................................... $200,000

SCOTT COUNTY ............................................. $150,000

SPECIAL ROAD DISTRICT ......................... $150,000

CITY OF SIKESTON ................................. $212,318
CONSTRUCTION ESTIMATE

Project Name: Proposed Northern Access Road to Sikeston Industrial Park

Project Sponsors: City of Sikeston, Scott County, Sikeston Special Road District & Local Private Industry

Project Scope: Construct an extension of Rose Parkway to the north from the existing terminus at Do-It Best to County Road 468. Project would also include widening and improving existing County Road 468 from Rose Parkway to US61. Project would involve intersection improvements at CR 468 and US 61, and would include railroad crossing improvements to the existing BNSF crossing of CR 468.

Project Estimate:
- Widen & Improve CR 468 (3,700') $322,311
- Construct Extension of Rose Parkway (3,290') $368,480
- Intersection Improvements at CR468/US61 $50,000
- Construct Intersection at CR468/Rose Pkwy $50,000
- RR Crossing Improvements $50,000
- Drainage Improvements $50,000
- Clearing & Grubbing $10,000
- Traffic Control $10,000
- Erosion Control $5,000

SUBTOTAL $915,791

- Engineering Design & Environmental Permitting $73,263
- Construction Inspection $73,263

TOTAL COST OF PROJECT $1,062,318

Prepared by Jay Lancaster, Director of Public Works
City of Sikeston
4/15/2014
Improve Intersection with Rt 61

Improve Existing CRD 468 (3,700')

Construct intersection with CRD 468 and Proposed Rose Parkway

Improve RR Crossing

Proposed Northern Access to Sikeston Industrial Park

City of Sikeston
Department of Public Works
105 E. Center St.
Sikeston, MO 63801
CITY OF SIKESTON

REQUEST FOR PROPOSALS (RFP)
RFP #14-29

PURCHASE AND DEVELOPMENT OF VACANT LAND
SOUTHLAND DR./MAIN ST.
(Former Village Green Shopping Center)

RFP Description: The City of Sikeston, Missouri is seeking proposals from firms and individuals interested in purchasing seven (7) acres of prime real estate with easy interstate highway access and close proximity to major big box retailers, and developing the property for retail and/or commercial development.

Purpose of RFP: The City recently purchased the property, which is located along the main retail corridor of the City. Most of the property has been vacant and the buildings were outdated, contributing very little to the city tax-base. All structures are scheduled to be demolished starting June 1, 2014. After demolition the site will be shovel ready for development.

Department: City Manager’s Office

Contact: Ed Dust, Director of Economic Development
(573) 471-2780 or edust@sikeston.org

Copy Requirements: 3 printed, one electronic copy

Due Date & Time: ____________, 2014 – 1:30 P.M. Central Standard Time

Submit to Address: RFP 14-29 – Village Green Property
Office of the City Clerk
105 E. Center St.
Sikeston, MO 63801
Request for Proposals
PURCHASE AND DEVELOPMENT OF VACANT LAND
SOUTHLAND DR./MAIN ST.
(Former Village Green Shopping Center)

City of Sikeston, Missouri

RFP# 14-29

I. Proposal Information:

Project Overview
The City of Sikeston, Missouri purchased seven (7) acres of prime real estate along the main commercial corridor of the city in January, 2014. The property was acquired by the city for the purpose of demolishing old and dilapidated buildings, which were an eyesore and contributing very little tax-base to the city, and have the land developed with new retail and/or commercial businesses. As a result of this property acquisition, the City of Sikeston is accepting proposals to purchase and develop the property. The land has great potential for redevelopment.

The property was previously the site of the Village Green Shopping Center and is located at the corners of Southland Drive and Main Street, and S. Kingshighway and Main Street. Access to the property is from both Main Street and Southland Drive. Main St./US 60 is a four-lane and is one of the City’s primary north-south traffic arteries. Southland Drive provides secondary access; it is a minor arterial street.

The property is zoned (C-3) Highway Commercial. Public utility sanitary sewer, water, electricity, telephone, and natural gas are available to the site.

The City of Sikeston is located in southern Missouri, 150 miles south of St. Louis, and 150 miles north of Memphis. Sikeston’s population is 16,318 and the population within a 20 mile radius is 58,280. Interstates 55 and 57 converge on Sikeston, as well as US Route 61. The city is serviced by the Burlington Northern railroad lines. Sikeston Aviation provides air transportation, and the Cape Girardeau Regional Airport services commuter, corporate, and private aircraft.

Sikeston is located in one of the most productive agricultural areas in the nation, but the economy is diverse and well-balanced. In addition to the major manufacturers and industries, there are two university satellite campuses, one hospital, several strip malls, many banks, several big box retailers and numerous chain franchises. Some of these located nearby include Lowes, Wal Mart, JC Penney, Goodies, Payless, Applebee’s, Arby’s, Taco Bell and Colton’s Steakhouse. A new Holiday Inn Express opened in May, 2014 and a new Three Rivers Community College satellite campus is being built within 1 mile of the site.

Retail sales for 2012 were $287,859,913 for New Madrid County and $314,887,601 for Scott County. The sales tax rate for New Madrid County is 7.975% and 7.725% for Scott County.

The goal of the RFP is to generate sales and property taxes for the City and to ensure that the chosen proposal will be compatible with the City’s objectives of revitalizing valuable urban land, creating new development in relationship to the surrounding community,
accommodating the needs of the community and fostering additional new development for the city.

The subject property is being offered as-is. Offerors are advised to acquire such information as deemed necessary regarding environmental, zoning, land title, physical condition, utility service, and all other site and neighborhood features and circumstances that may affect the property (including the status of adjoining properties that are for sale). As the date of purchase, the Owner shall be responsible for all property maintenance.

The appraised fair market value of the property is $_________ - $___________
The RFP may be obtained at the office of the City Clerk, Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. local time and the City website at www.sikeston.org. You may not respond with an electronic submission. All proposal documents must be submitted in a sealed envelope.

The City of Sikeston reserves the right to reject any and all bids/rfps/rfqs and to waive technicalities.

Property Inspections
The City can make special arrangements to open the property for inspections, as needed.

II. Submittal Requirements:
Scope of Work
Project proposals should include a narrative of the proposed development, architecture drawings, and other relevant documents to give the City a solid idea of the applicant’s scope of work and the feasibility to fully develop the property. The proposal must contain the following:

1. A complete description of the Offeror’s firm (name of business, years of operation, organization type, contact information, etc.).
2. A narrative description of the proposed development. This shall include the type(s) of activities proposed for development, proposed location of use, parking arrangements, anticipated improvements and any special features of the proposed development.
3. Conceptual plan/layout of the proposed development.
4. Statement of project scope and all funding resources available to complete the purchase of the property and develop the property.
5. Timeline for completing the project in its entirety.
6. Statement of how the project fulfills the city’s goals for the property development.
7. A list of projects similar in scope to the proposed project that have been completed, if applicable. Describe experience with projects involving development of vacant property.
8. Monetary proposal for the purchase of the property “as is”, justification of amount proposed, and proposed payment arrangements to the City.

Proposal Submissions
All proposals must be received in the City Clerk’s Office no later than 1:30 p.m. on __________, 2014 CST. Proposals received after that time shall not be considered.
III. Evaluation Criteria
The following criteria will be used in the evaluation of proposals.

- Complete application and overall presentation.
- Qualifications and ability of the applicant to complete the project.
- Understanding of the community and its relationship to the proposed project.
- Ability of the project to meet the purpose of the redevelopment project.
- Quality of previous projects of a similar nature, if applicable.
- Expectation of City staff aid in the completion of the project.
- Cost proposal for purchase of the property.
- Timeframe for completion of the project.

IV. Selection Process

a. A review/selection committee composed of representatives of the Sikeston Department of Economic Development Board, City Council and City Staff will review all proposals received and determine those proposals that will be recommended for further consideration. Qualified applicants may be contacted for additional information, if needed. The committee will then forward any recommended proposals to the City Council for determination as to which proposal will be awarded the contract to purchase the property and commence with the development.

b. The City reserves the right to reject any proposal not complying with the requirements outlined in this Request for Proposals (RFP) and may, at its discretion, opt not to select any proposal. The selected applicant may be required to enter into a performance agreement with the City to ensure the project’s financing is secured to enable the project to be completed after the purchase of the property is finalized.

V. RFP Schedule

RFP Issued: June 1, 2014
Questions to the City due: ______ 2014
Response from the City: ______ 2014
Proposals Due: ______, 2014 1:30 p.m. CST
Consideration by City Council ______ 2014
GENERAL RULES AND CONDITIONS

I. Proposals submitted in response to this request must carry the signature of the vendor. By signing, the respondent acknowledges his full knowledge of, and agreement with the general specifications, conditions and requirements of this request for proposal.

II. Any act or acts of misrepresentation, collusion or offers of kickback by a vendor will be a basis for disqualification of any proposal submitted. In the event the City enters into an agreement or contract with a vendor who is found to have misrepresented material facts, participated in collusion or offerings of kickbacks, and such conduct is discovered after the execution of an agreement or contract, the City may cancel the agreement or contract without incurring liability, penalty or damages.

III. All inquiries, whether written or oral, shall be submitted within the time limitations specified in the request for proposal. All information provided by the City shall be by Request for Proposal and written addenda thereto, which shall be subscribed by the Department Head or his designee, who shall issue the request for proposal. No other information, provided by others, shall be anything more than informal information and shall not be binding upon the City, nor shall it furnish a basis for legal action by any vendor or prospective vendor against the City.

IV. Proposals received later than the time and date specified in the request, as the bid opening will not be considered. Amendments to, or withdrawals of proposals received later than the time and date specified as the bid opening will not be operative.

V. The City of Sikeston reserves the right to accept or reject any and all proposals, as deemed, in its sole discretion, to be in the best interest of the City. The City reserves the right to reject any proposal if the vendor is delinquent in the payment of any taxes, fees or licenses owed to the City. In the event a vendor is delinquent in any payment to the City, the City may offset the delinquent amount due against sums owed the vendor.

VI. The City of Sikeston may make such investigation as deemed necessary to determine the ability of the vendor to discharge the agreement or contract. The vendor shall furnish the City with all such information and data as may be required for that purpose. The City reserves the right to reject any bid if the vendor fails to satisfactorily convince the City that he is properly qualified to carry out the obligations of the agreement or contract, and to satisfactorily complete the work called for herein.

VIII. The City of Sikeston is exempt from all federal and state excise, sales and use taxes.

IX. The services provided must comply with all applicable laws of the Federal Government and the State of Missouri.

X. The successful vendor must be fully licensed and bonded, as may be required, by the City of Sikeston and State of Missouri.

XI. The City may withhold acceptance of, or reject any services, which, upon examination, is found not to meet the specifications’ requirements.

XII. Proposals must be submitted in writing, and include executed non-kickback and non-collusion agreements on the forms provided with this request for proposal.
*Demolition of existing buildings begins June 1, 2014
Property Description

See Exhibit A
DEVELOPER COMMITMENT AND CONDITIONS/RIGHT OF REENTRY

1. The Offeror commits that the project outlined in the Offeror's submission will proceed if the property is transferred to the Offeror.

2. An essential part of the consideration for conveyance of City-owned property is that the property will be conveyed upon the express condition that: (a) The successful Offeror shall not sell, assign or lease the premises for a period of five (5) years from the date of the deed, which transfers ownership from the City to the successful Offeror without the written consent of the majority of the City Council.

   (b) The successful Offeror shall complete the work in accordance with its proposal and bid to the satisfaction of the City Council within two (2) years from the date of the deed. If the successful Offeror fails to do so, the property shall revert, at the option of the City, to the City, and the City may reenter the premises.

3. The Offeror acknowledges that this is a condition and is not a covenant. It is the intention of the parties that these conditions run with the land and in the event of a violation of the conditions, the successful Offeror's heirs or assigns shall forfeit all right or title to the property, all interest in it shall revert, at the City's option, to the City of Sikeston and the City may reenter and take possession of the premises. The successful Offeror agrees to forfeit fifty percent (50%) of its purchase price paid to the City as a penalty.

4. In the event that the successful Offeror is required to deed the property back to the City, the successful Offeror agrees to provide a deed to the City which deeds the property back to the City with clear title.

Name and Address of Offeror:

__________________________________________

__________________________________________

Signature of Offeror:

DATED: This ______ day of _____________, 2014.

Questions regarding this proposal should be addressed to Ed Dust, Director, Department of Economic Development, 128 N. New Madrid St., Sikeston, Missouri, 63801, (573) 471-2780, edust@sikeston.org

Proposals will be accepted by the Office of the City Clerk, City of Sikeston, 105 E. Center Street, Sikeston, MO 63801 until 1:30 P.M., _____________, 2014. Facsimiles will not be accepted.
Date of Meeting: 14-06-30

Originating Department: Department of Economic Development

To the Mayor and City Council:

Subject: Resolution 14-06-01, Declaration of Surplus Property.

Attachments:
1. Resolution 14-06-01

Action Options:
1. Declare three (3) HVAC units surplus property
2. Other action Council may deem appropriate

Background:
The following HVAC Units were located on the Village Green Property. They were removed before demolition began.

<table>
<thead>
<tr>
<th>Manufacturer</th>
<th>Model Number</th>
<th>Serial Number</th>
<th>Year</th>
<th>Size</th>
</tr>
</thead>
<tbody>
<tr>
<td>*Lennox</td>
<td>KCA036S4DN2Y</td>
<td>5612H00517</td>
<td>2012</td>
<td>3 TON</td>
</tr>
<tr>
<td>*Lennox</td>
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<td>5612H11078</td>
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<tr>
<td>*Lennox</td>
<td>CHA16-048-1Y</td>
<td>5602G05264</td>
<td>2002</td>
<td>4 TON</td>
</tr>
</tbody>
</table>

The Department of Economic Development recommends that the three (3) units be declared surplus property.
RESOLUTION 14-06-01

A RESOLUTION OF THE CITY OF SIKESTON, MISSOURI DECLARING CERTAIN EQUIPMENT, HVAC UNITS SALVAGED FROM THE VILLAGE GREEN PROPERTY TO BE SURPLUS PROPERTY AND AUTHORIZING ITS DISPOSAL.

WHEREAS, Certain equipment, three (3) HVAC Units that were salvaged from the demolition of the Village Green Property and in the City's inventory; and

WHEREAS, the City of Sikeston seeks to remove such items from its inventories to maximize operations.

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

All of the items enumerated below are hereby declared surplus and the City Manager is directed to proceed with the removal of these items from City inventories by sale at public auction, sale by sealed bid, or when the item is no longer usable, by disposal.

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</tbody>
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Read this 30th day of June, 2014, discussed and voted as follows:

Gilmour __________ Burch __________ Graham __________

Depro _______ Teachout ______ Harris _______ and Pullen _______

thereby being ______

____________________
Jerry Pullen, Mayor

Approved as to Form:
Charles Leible, City Counselor

ATTEST:

____________________
Carroll Couch, City Clerk