



## TENTATIVE AGENDA

SPECIAL CITY COUNCIL MEETING  
SIKESTON CITY HALL

City of Sikeston

Monday, July 29, 2013  
11:30 A.M.

- I. CALL TO ORDER
- II. RECORD OF ATTENDANCE
- III. OPENING PRAYER
- IV. ITEMS OF BUSINESS
  - A. Flood Plain Discussions (via conference call) with Consulting Firm of Allgeier, Martin & Associates, Inc.
  - B. Discussions with Sikeston Area Humane Society Board of Directors
  - C. Vision for Tomorrow Strategic Plan Implementation Commission Request to Issue a RFP Seeking Property Owners/Land Developers Interested in Creating "Affordable Housing" within the City of Sikeston
  - D. Vision for Tomorrow Strategic Plan Implementation Commission Request to Establish, Direct, and Control a Committee Charged with Establishing a Multi-Faceted, Community-wide Marketing Effort
  - E. Briefing & 1<sup>st</sup> Reading of Bill #5921, Re-adopting LCRA Redevelopment Plan
  - F. 1<sup>st</sup> Reading, Bill #5912, Authorizing Execution of Agreements with MoDOT for BNSF Railroad Crossing Improvements and Safety Upgrades
  - G. 1<sup>st</sup> Reading, Bill #5919, Authorizing Execution of Agreement with MoDOT for Signalized Intersection Project at Kingshighway & Malone Avenue, Sikeston Project #12143
  - H. 1<sup>st</sup> Reading, Bill #5920, Authorizing Execution of Agreement with MoDOT for Improvements at the Intersection of US 61 & Three Rivers College Entrance/Larcel Dr. Utilizing the City's STP-Small Urban Program Funds
  - I. 1<sup>st</sup> Reading, Bill #5923, Authorizing Execution of Agreement with MoDOT for Replacement of Wakefield Bridge
  - J. 1<sup>st</sup> Reading, Emergency Bill #5918, Establishing the Sheriff's Retirement Fund Municipal Court Surcharge
  - K. Discussion: City Engineering Services
  - L. Consideration/Approval of Dedication Plaque for DPS Headquarters
  - M. Briefing/Award of DPS Camera Project to Add/Repair Existing City-Wide Camera System
  - N. Briefing: 2013 Boards & Commissions Appointment Process
  - O. Other Items As May Be Determined During the Course of the Meeting
- V. ADJOURNMENT INTO EXECUTIVE SESSION

Property (RSMo 6.10.021(2))  
Personnel (RSMo 6.10.021(3))  
Litigation (RSMo 6.10.021(1))

## VI. ADJOURNMENT

Dated this 25<sup>th</sup> day of July 2013

  
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.

105 East Center Street • Sikeston, Missouri 63801



***Flood Plain Discussions***  
***(via conference call)***  
***with Consulting Firm***  
***of Allgeier, Martin &***  
***Associates, Inc.***

# **Council Letter**

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Council Letter: 13-07-29

Originating Department: Department of Public Works

To the Mayor and City Council:

Subject: Discussions with the Sikeston Area Humane Society Board of Directors

Attachments:

1. Correspondence Dated July 2, 2013
2. Humane Society Agreement from June 2011
3. Sample Housing Agreement from the City of Cape Girardeau, MO

Action Options:

1. Action as Council may deem appropriate.

Background:

For your review, attached is information regarding the City of Sikeston's contract with the Sikeston Area Humane Society.



City of Sikeston

July 2, 2013

Certified Mail: 7011 1570 0000 4346 8276

Geraldine Way  
Treasurer/Secretary  
Sikeston Area Humane Society  
P.O. Box 1428  
Sikeston, Missouri 63801


RE: Sikeston Area Humane Society Agreement for Operation of Animal Shelter

Dear Ms. Way:

The City Council has voted to renew the existing contract with the Sikeston Area Humane Society for 60 days. They would like to meet with you and review the current contract for operation of the animal shelter located at 1900 Compress Road, before extending the contract for a longer period of time.

We will be contacting you in the near future to arrange a meeting for further discussion. Until then, please feel free to contact me at 573-471-2511.

Respectfully,

  
Karen S. Bailey  
City Treasurer



CITY OF SIKESTON/SIKESTON AREA  
HUMANE SOCIETY AGREEMENT  
OPERATION OF ANIMAL SHELTER

This agreement, made and entered into by and between the City of Sikeston (hereinafter referred to as "CITY") and the Sikeston Area Humane Society (hereinafter referred to as "Humane Society") in order to establish, by mutual agreement, independent and joint responsibilities herein enumerated for the operation and maintenance of the City of Sikeston Animal Shelter/Sikeston Area Humane Society.

AUTHORITY AND TERM

1. The Humane Society shall operate, administer and manage all aspects of the Animal Control Facility except those aspects of the operation conducted by the CITY Animal Control Officer in support of the existing CITY ordinances and Missouri State Statutes. In the event of a conflict, CITY ordinances and state statutes shall control and take precedent over any specific of this agreement.
2. The terms of this agreement shall be for a period of twelve (12) months from July 1, 2011 to June 30, 2012, automatically renewable each year provided that at least thirty (30) days' written notice from the Humane Society to the CITY is provided stating the Humane Society's intention to renew, subject only to the terms of the termination section of this agreement.

THE HUMANE SOCIETY AGREES

3. 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 or employees while performing Humane Society 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.
4. To provide general public liability insurance with a carrier approved by the CITY, naming the CITY as co-insured and providing a certificate of same to the CITY, with limits as approved by the CITY.
5. Not to delegate or assign any or assign any right or responsibility granted under the provisions of this agreement to other individuals, or organizations without written permission of the CITY.
6. To provide humane treatment and care for all animals in their charge to include but not limited to adequate food, shelter and medical care. This is to include those animals impounded by or in the custody of a Code Officer in accordance with existing CITY ordinances and State Statutes.

7. To absorb all costs associated with conducting Humane Society functions within the Animal Shelter to include all personnel cost for their employees, administrative cost, medicine, euthanasia drugs, liability insurance, telephone expense, janitorial supplies, protective equipment and disposal of all animals euthanized.
8. To accept as payment from the CITY for the above listed services, the sum of \$63,000.00 to be paid in twelve equal installments of \$5250.00 on the tenth (10th) of the month.

#### THE CITY AGREES

9. To provide payment for services under this agreement as described in paragraph eight (8) above.
10. To provide the building and grounds as now occupied by the Humane Society at 1900 Compress Road.
11. To provide all utilities associated with the conduct of operations at the above mentioned location.
12. To make available to the Humane Society the services and aid of the CITY Animal Control Officer subject to official duty requirements.
13. Provide additional assistance if extraordinary conditions or situations should arise that are beyond the Humane Society's control.

#### TERMINATION

14. Reference: Paragraph two (2). This agreement runs from July 1, 2011 to June 30, 2012 and may be terminated by either party by delivering to the other party written notice of said termination by certified mail.
15. 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 Humane Society.

In Witness Whereof, the parties hereunto have set forth their hands and seal this 29th day of June, 2011.

CITY OF SIKESTON

  
\_\_\_\_\_  
City of Siketon

SIKESTON AREA HUMANE SOCIETY

  
\_\_\_\_\_  
President

## **Housing Agreement**

City of Cape Girardeau, Missouri

An agreement from July 1, 2012 through June 30, 2013, between the city of Cape Girardeau, Missouri, a Municipal Corporation, hereinafter called "City" and the Humane Society of Southeast Missouri, 2536 Boutin Drive, Cape Girardeau, Missouri, hereinafter called "Society".

**WITNESSETH:**

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

### **SECTION 1 BASIC SERVICE**

- A. (1) Society will house animals picked up by the City Health Officer, Animal Control Officer, Law Enforcement Officer, Fire Protection Personal, or their assistants (hereinafter referred to collectively and severally as the "Officer" and turned over to the Society at its facility;  
  
(2) The Society will also receive animals from the City's residents which are found within the City limits as lost or stray, or surrendered by the animal's owners.  
  
(3) The term "animal" shall be limited to domestic dogs and cats, however, the Society in its sole discretion may occasionally agree to accept other animals under this contract.
- B. Society will house "owner unknown" animals for a five (5) day holding period as required by the State of Missouri. After the five days, 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 five days, the animal shall be immediately and humanely euthanized.
- C. At least one (1) pen in a separate area will be set aside and labeled for suspected rabid animals, i.e. "Quarantine." Animals housed in quarantine for suspected rabid hold will be housed for a ten (10) day holding period. If the animal is deemed 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 for quarantine services.
- D. 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.
- E. The Officer will fill in the City Animal Control book 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.

- F. The Society will keep records showing how many animals it receives from the City, including the dates when each animal was received, the inclusive dates of the five day hold period, the dates when each animal became property of the Society or was released to the owner, and the number and type of inoculations each animal received.
- G. 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.
- H. If the animal has been reclaimed, it will be 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 that have incurred through Ordinance violations. The Society shall retain custody of the animal until the animal is micro-chipped.
- I. The Society will also receive from the Officer carcasses of dead animals. 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.
- J. Any animal housed at the Society being held for court or investigative purposes can not 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, payable upon receipt, and which daily boarding charge is in addition to the contract fees.
  - 1. At the election of the Society the above mentioned animal may be transferred to the City or its officials, the City hereby agreeing to immediately receive possession of the animal, and upon such transfer, the Society shall be immediately released from all further liability or responsibility for said animal.
- K. The Society reserves the right to solicit, but not require, a donation from City residents to defray the costs of boarding, care, euthanasia, and disposal of the animals. 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. The Society also reserves the right to require that residents who desire or need to have their owned animals euthanized, to obtain such services from a licensed veterinarian at their own expense.
  - 1. The society agrees to dispose of all animal's 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 the City Girardeau, 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.



## **SECTION 2 TERMS OF AGREEMENT**

The terms of this agreement shall be paid for a period of one year consistent with the fiscal year of the City of Cape Girardeau, which is from July through June.

## **SECTION 3 FEES**

- (1) The City shall pay the Society a fee of forty-three thousand eight hundred dollars, (\$43,800.00) per year, payable in monthly installments of \$3,650.00. Installment will be paid in advance for the duration of this contract.

## **SECTION 4 INDEMNITY TO CITY**

The Society agrees to file with the City prior to the execution of the agreement, a certificate of insurance showing that Society has in force a policy of general liability insuring the Society against liability for personal injuries in a minimum amount of \$100,000, and Society hereby binds itself to indemnify and save harmless the City of Cape Girardeau, Missouri, its employees and agents.

## **SECTION 5 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.

## **SECTION 6 TERMINATION**

This agreement may be terminated by either party serving ninety (90) days written notice upon the other party.

## **SECTION 7 RENEWAL**

The City shall notify the Society when budget consideration is underway according to the city's fiscal year. The contract may be renewed by a memorandum signed by the City and Society representatives, provided the fee specified in Section 3 remains the same as indicated in this document. A change in the fee to be by the City shall require a new contract. A change in the boarding fees, return to owner fees, quarantine fees and the like shall not require a new contract.

**SECTION 8 PERSONS BOUND**

This agreement is binding upon the Parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the city of Cape Girardeau, 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 Humane Society of Southeast Missouri has hereto by and through its authorized representatives, affixed its names, each in duplicate, on this \_\_\_\_\_ day of \_\_\_\_\_ in the year of \_\_\_\_\_.

**CITY OF CAPE GIRARDEAU, MISSOURI**

\_\_\_\_\_  
City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

  
HUMANE SOCIETY OF SOUTHEAST MISSOURI

\_\_\_\_\_  
Requi Salter, Shelter Director

## Council Letter

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Council Letter: 13-07-29

Originating Department: Governmental Services

Subject: Vision for Tomorrow Strategic Plan Implementation Commission Request to Issue a RFP Seeking Property Owners/Land Developers Interested in Creating "Affordable Housing" within the City of Sikeston

To the Mayor and City Council:

Attachments:

1. None

Action Options:

1. Approve Request to Issue RFP
2. Other action as Council deems appropriate

Background:

The following is the Request for Proposal from the Vision for Tomorrow Strategic Plan Implementation Commission. The Commission is asking for Council's approval to release this RFP.

"The City of Sikeston, Missouri is soliciting proposals from interested landowners and/or developers to construct a subdivision of entry-level homes priced at \$90,000.00 to \$125,000.00. The subdivision should be within the city limits of Sikeston, Missouri and contain a minimum of fifty (50) lots.

All those interested in submitting proposals should do so to the Sikeston City Manager, City of Sikeston, 105 E. Center Street, Sikeston, Missouri 63801 no later than October 1, 2013. All proposals should be in writing and should contain detailed information on the location of the proposed subdivision, number of lots, anticipated costs of homes, and timeline on when the proposal will be completed and ready for the first construction.

Only single family homes will be considered when reviewing proposals."

## Council Letter

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Council Letter: 13-07-29

Originating Department: Governmental Services

Subject: Vision for Tomorrow Strategic Plan Implementation Commission Request to Establish, Direct, and Control a Committee Charged with Establishing a Multi-faceted, Community-wide Marketing Effort

To the Mayor and City Council:

Attachments:

1. None

Action Options:

1. Approve Request to Establish Marketing Efforts from Strategic Plan Implementation Commission
2. Other action as Council deems appropriate

Background:

The Strategic Plan Implementation Commission would like to establish, direct and control a marketing committee. The proposal is as follows:

"Whereas the 2012 – 2013 class of the Executive Academy identified the need for proactive marketing as a key element of future growth in Sikeston, and

Whereas the Executive Academy established a "Marketing Committee" for the purpose of researching marketing firms who would provide assistance in establishing a multi-faceted, community-wide marketing effort, and

Whereas the Marketing Committee has identified Riverfront Public Relations, the student-operated public relations agency of Southeast Missouri State University as the public relations agency with the most opportune strategy ideas for the city of Sikeston, and

Whereas the 2012-2013 Executive Academy's annual class has come to an end but the marketing effort has not,

Be it hereby proposed that the Strategic Plan Implementation Commission establish a Marketing Task Force whose responsibility it will be to finalize the implementation of the marketing strategies identified by the Executive Academy's Marketing Committee. Members of the initial Marketing Task Force will be made up of the following:

Craig Templeton, Megan Hampton, Jeff Partridge, Susan Glasgow Lawrence, and other "to be named" individuals who are dedicated to the progress of Sikeston. Members of the Marketing Task Force are subject to change, per the recommendations of the Marketing Task Force, with subsequent approval by the Strategic Plan Implementation Commission and ratification by the City Council.

Furthermore, the 2012-2013 class hereby authorizes the remaining balance of its operating account to be used to assist the funding of the marketing campaign, as directed by the Marketing Task Force. The Marketing Task Force is responsible for informing the Strategic Plan Implementation Commission of all expenditures on a monthly basis."

# **Council Letter**

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Council Letter: 13-07-29

Originating Department: Department of Governmental Services

To the Mayor and City Council:

Subject: 1<sup>st</sup> Reading, Bill #5921 Re-adoption of LCRA Redevelopment Plan

Attachment:

1. Bill #5921(to be provided at the meeting)

Action Options:

1. 1<sup>st</sup> Reading, Bill #5921
2. Action as Council may deem appropriate.

Background:

In October 2002 the consulting firm of PGAV, working with the LCRA, drafted the LCRA Redevelopment Plan. In March 2003, following receipt of public input, the City Council approved and adopted the LCRA Redevelopment Plan. At this time, the LCRA Commission is seeking the re-adoption of the plan.

LCRA Commission Chairman Dan Marshall and LCRA attorney David Crader will be attending the July 29 meeting to answer any questions you may have. City Counselor Leible will present the bill at that time.

## Council Letter

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Council Letter: 13-07-29

Originating Department: Department of Governmental Services

To the Mayor and City Council:

Subject: 1<sup>st</sup> Reading, Bill #5912, Authorizing Execution of Agreements with MoDOT for BNSF Railroad Crossing Improvements and Safety Upgrades

Attachments:

1. Bill #5912

Action Options:

1. 1<sup>st</sup> Reading, Bill #5912
2. Action as Council may deem appropriate.

Background:

Stemming from a field meeting with MoDOT and Burlington Railroad in September of 2012, 6 (six) agreements were created, which are included under this ordinance. These agreements include safety and approach upgrades which are as follows:

**Bold Area** = No cost to City  
CW = Crosswalk

1. Salcedo – **New surface pads / Mill each side / LED lights** / CW Signage
2. Wakefield – **New Surface pads / LED lights** / New approach
3. West North – **LED lights / New Gates** / CW with Signage / Finish approach
4. West Malone – **LED lights**
5. Ruth – **New surface pads / LED Lights**
6. William – Close / Remove roadway 40ft each way /Install barricades
7. Murray Lane – **New surface pads / Gates / LED lights**

The estimate for MoDOT and Burlington expenses on these projects total well over \$500,000.00. The estimate for the City expenses would be approximately \$30,000.00. At the conclusion of the projects and all final inspections are complete, the city would receive incentive payments consisting of \$7,500.00 from MoDot and \$25,000.00 from Burlington Railroad. As you can see the incentive funds should cover our expense, including labor.

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 5912 AUTHORIZING THE CITY TO ENTER INTO SUPPLEMENTAL AGREEMENTS WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION PERMITTING BNSF RAILWAY COMPANY TO INSTALL CROSSING IMPROVEMENTS AND SAFETY UPGRADES TO EXISTING GRADE CROSSINGS AT ROUTE Y (SALCEDO ROAD), WAKEFIELD AVENUE, W. NORTH STREET, RUTH STREET, AND W. MURRAY LANE AND TO INSTALL PERMANENT BARRICADES AT THE WILLIAM STREET CROSSING, AND AUTHORIZING APPROPRIATE OFFICIALS TO EXECUTE THE SAME.

WHEREAS: The purpose of these Supplemental Agreements is to provide for funding, installation and maintenance of additional warning devices and other safety improvements at BNSF crossings within the City of Sikeston.

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

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

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

SECTION 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, then the remaining part or parts shall be severable and shall continue in full force and effect.

SECTION V: Record of Passage:

A. Bill Number 5912 was introduced and read the first time this 29<sup>th</sup> day of July 2013.

B. Bill Number 5912 was read the second time and discussed on this 5<sup>th</sup> day of August 2013, and was voted as follows:

Depro \_\_\_\_\_, Harris \_\_\_\_\_, Pullen \_\_\_\_\_, Burch \_\_\_\_\_,

Teachout \_\_\_\_\_, Hedrick \_\_\_\_\_, and Gilmore \_\_\_\_\_,

thereby being \_\_\_\_\_,

and becoming Ordinance 5912.

C. Ordinance 5912 shall be in full force and effect from and after its passage.

\_\_\_\_\_  
JERRY PULLEN, Mayor

Approved as to Form:

\_\_\_\_\_  
CHARLES LEIBLE, City Counselor

SEAL/ATTEST:

\_\_\_\_\_  
CARROLL COUCH, City Clerk



## Council Letter

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Council Letter: 13-07-29

Originating Department: Department of Public Works

To the Mayor and City Council:

Subject: 1<sup>st</sup> Reading, Bill #5919, Authorizing Execution of Agreement with MoDOT for Signalized Intersection Project at Kingshighway & Malone Avenue, Sikeston Project #12143

Attachments:

1. Bill #5919
2. Missouri Highways & Transportation Commission Cost Apportionment Agreement

Action Options:

1. 1<sup>st</sup> Reading, Bill #5919
2. Action as Council may deem appropriate.

Background:

This bill would allow the City of Sikeston and MoDOT to enter into an agreement allowing for MoDOT participation in the Malone and Kingshighway intersection upgrade. This project was originally bid under the City Annual Street and Drainage Improvement program. The state would provide a signal cabinet, replace the southwest signal post with wiring, install detector loops, and provide funds not to exceed \$36,000.00 towards the milling and pavement replacement along Malone Ave.

Staff will ask for approval of this bill at the August 5<sup>th</sup> meeting.

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 5919 AUTHORIZING THE CITY TO ENTER INTO AGREEMENTS WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR IMPROVEMENTS TO THE INTERSECTION OF MALONE (Business Route 60) AND KINGSHIGHWAY IN THE CITY OF SIKESTON AND AUTHORIZING APPROPRIATE OFFICIALS TO EXECUTE THE SAME.

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

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

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

SECTION 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, then the remaining part or parts shall be severable and shall continue in full force and effect.

SECTION V: Record of Passage:

A. Bill Number 5919 was introduced and read the first time this 29<sup>th</sup> day of July 2013.

B. Bill Number 5919 was read the second time and discussed on this 5<sup>th</sup> day of August 2013, and was voted as follows:

Depro \_\_\_\_\_, Harris \_\_\_\_\_, Pullen \_\_\_\_\_, Burch \_\_\_\_\_,

Teachout \_\_\_\_\_, Hedrick \_\_\_\_\_, and Gilmore \_\_\_\_\_,

thereby being \_\_\_\_\_,

and becoming Ordinance 5919.

C. Ordinance 5919 shall be in full force and effect from and after September 4, 2013.

\_\_\_\_\_  
JERRY PULLEN, Mayor

Approved as to Form:

\_\_\_\_\_  
CHARLES LEIBLE, City Counselor

SEAL/ATTEST:

\_\_\_\_\_  
CARROLL COUCH, City Clerk

CCO Form: DE07  
Approved: 07/97 (DPP)  
Revised: 09/11 (AR)  
Modified:

Cost Apportionment Agreement  
Route: 114  
County: Scott  
Job No.: J9S3086

## **MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION COST APPORTIONMENT AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and City of Sikeston (hereinafter, "Entity").

WITNESSETH:

WHEREAS, the Commission owns and maintains Route 114 in Scott County as part of the State Highway System;

WHEREAS, the parties desire the improvement or reconstruction of Route 114 at the intersection of Kingshighway within the City of Sikeston, extending generally from 424 feet West of the intersection to 420 feet East of the intersection; and approximately 36 feet in width; and

WHEREAS, the Commission is willing to provide assistance in the construction or reconstruction of the improvements subject to the terms and conditions herein.

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

(1) PURPOSE: The purpose of this agreement is to coordinate participation by the Commission in the cost of the Entity's public improvement for Business Route 60, in the County of Scott, designated as Job No. J9S3086. This public improvement will involve paving Business Route 60 through the limits of the intersection improvements at Malone (BU60) and Kingshighway in the City of Sikeston, Missouri.

(2) LOCATION: The transportation improvement that is the subject of this Agreement is contemplated at the following location:

*Intersection of Malone (Route 114) and Kingshighway in the City of Sikeston extending generally from 424 feet West of the intersection along BU 60 to 420 feet East of the intersection; and approximately 36 feet in width.*

The general location of the public improvement is shown in "Exhibit A." The detailed location of the improvement will be shown on the plans prepared by the Commission for the above-designated route and project.

(3) USE OF RIGHT-OF-WAY: The Commission grants the right to use the right-of-way of public roads, streets, and alleys as necessary for construction and maintenance of said public improvements.

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

(5) PROJECT RESPONSIBILITIES: With regard to project responsibilities under this Agreement, the parties agree to contribute as follows:

(A) The Entity will be responsible for the preparation of detailed right-of-way and construction plans and project specifications. This includes design, letting of project, and inspection of project. The plans shall be prepared in accordance with and conform to Commission requirements.

(B) The Entity will acquire right-of-way as needed for the project in accordance with Commission requirements.

(C) The Entity will be responsible for letting the work for the herein improvement, which includes advertising the project for bids and awarding the construction contract. The Entity will solicit bids for the herein improvement in accordance with plans developed by the Entity, or as the plans may from time to time be modified in order to carry out the work as contemplated.

(D) The Entity will be responsible for construction of the herein improvements, which includes administration of the construction contract and inspection of the project work. The project shall be constructed in accordance with and conform to Commission requirements.

(E) The Commission will provide and deliver to the site a new signal controller and cabinet.

(F) The Commission will remove and replace the signal post in the southwest quadrant of the intersection, and will provide new wiring down to the hand hole with excess wiring adequate to reach the new signal controller cabinet for this post only.

(G) The Commission will install the detector loops with wiring to the new pull boxes (boxes and conduits to the edges of the islands to be provided and installed by the contractor). The detector loops would be installed after all paving work is completed.

(H) The Commission shall concur in the award of the project prior to the Entity executing the construction contract with the contractor.

(6) PAYMENT RESPONSIBILITIES: With regard to payment responsibilities under this Agreement, the parties agree to contribute as follows:

(A) The currently estimated construction cost of the project is Four Hundred Thirty Six Thousand Eight Hundred Eighty Two dollars and Fifty Cents (\$436,882.50). The details of the estimated cost breakdown may be seen in "Exhibit B," which is incorporated herein and attached hereto.

(B) The Commission will reimburse for actual costs for Cold Milling and Bituminous Pavement up to a maximum contribution of Thirty Six Thousand Eighty One dollars (\$36,081) toward the actual project costs. The reimbursement payment will be issued by the Commission to the Entity on or before July 31, 2014. The Entity will be responsible for the costs associated with design of the project, administration of the construction contract and inspection of the work performed by the construction contractor, at no cost or expense to the Commission.

(7) ADDITIONAL FUNDING: In the event the Entity additional federal, state, local, private or other funds to construct the improvement being constructed pursuant to this Agreement that are not obligated at the time of execution of this Agreement, the Entity, in its sole discretion, may consider any request by the Commission for an off-set for the deposited funds, a reduction in obligation, or a return of, a refund of, or a release of any funds deposited by the Commission with the Entity pursuant to this Agreement. In the event the Entity agrees to grant the Commission's request for a refund, the Entity, in its sole discretion, shall determine the amount and the timing of the refund. Any and all changes in the parties' financial responsibilities resulting from the Entity's determination of the Commission's request for a refund pursuant to this provision must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Commission and the Entity.

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

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

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

(11) APPROVAL OF FHWA AND AVAILABILITY OF FUNDS: This Agreement is entered into subject to the approval of the Federal Highway Administration and is

further subject to the availability of federal and state funds for this construction.

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

(13) COMMISSION RIGHT OF WAY: All improvements made within the state-owned right-of-way shall become the Commission's property, and all future alterations, modifications, or maintenance thereof, will be the responsibility of the Commission, except as otherwise provided by this Agreement or a separate written agreement.

(14) 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.

(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 Entity.

(16) NO INTEREST: By contributing to the cost of this project or improvement, the Entity gains no interest in the constructed roadway or improvements whatsoever. The Commission shall not be obligated to keep the constructed improvements or roadway in place if the Commission, in its sole discretion, determines removal or modification of the roadway or improvements, is in the best interests of the state highway system. In the event the Commission decides to remove the landscaping, roadway, or improvements, the Entity shall not be entitled to a refund of the funds contributed by the Entity pursuant to this Agreement.

(17) 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.

(18) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(19) 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.

(20) NO ADVERSE INFERENCE: This Agreement shall not be construed more strongly against one party or the other. The parties to this Agreement had equal access to, input with respect to, and influence over the provisions of this Agreement.

Accordingly, no rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this Agreement.

(21) VOLUNTARY NATURE OF AGREEMENT: Each party to this Agreement warrants and certifies that it enters into this transaction and executes this Agreement freely and voluntarily and without being in a state of duress or under threats or coercion.

(22) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Entity shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or 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 Entity's wrongful or negligent performance of its obligations under this Agreement.

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

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

*[remainder of page intentionally left blank]*

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

Executed by the Entity this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Executed by the Commission this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION**

**CITY OF SIKESTON**

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

ATTEST: (Commission seal)

ATTEST: (Entity seal, if existing)

\_\_\_\_\_  
Secretary to the Commission

By \_\_\_\_\_

APPROVED AS TO FORM:

Title \_\_\_\_\_

\_\_\_\_\_  
Commission Counsel

APPROVED AS TO FORM:

By \_\_\_\_\_

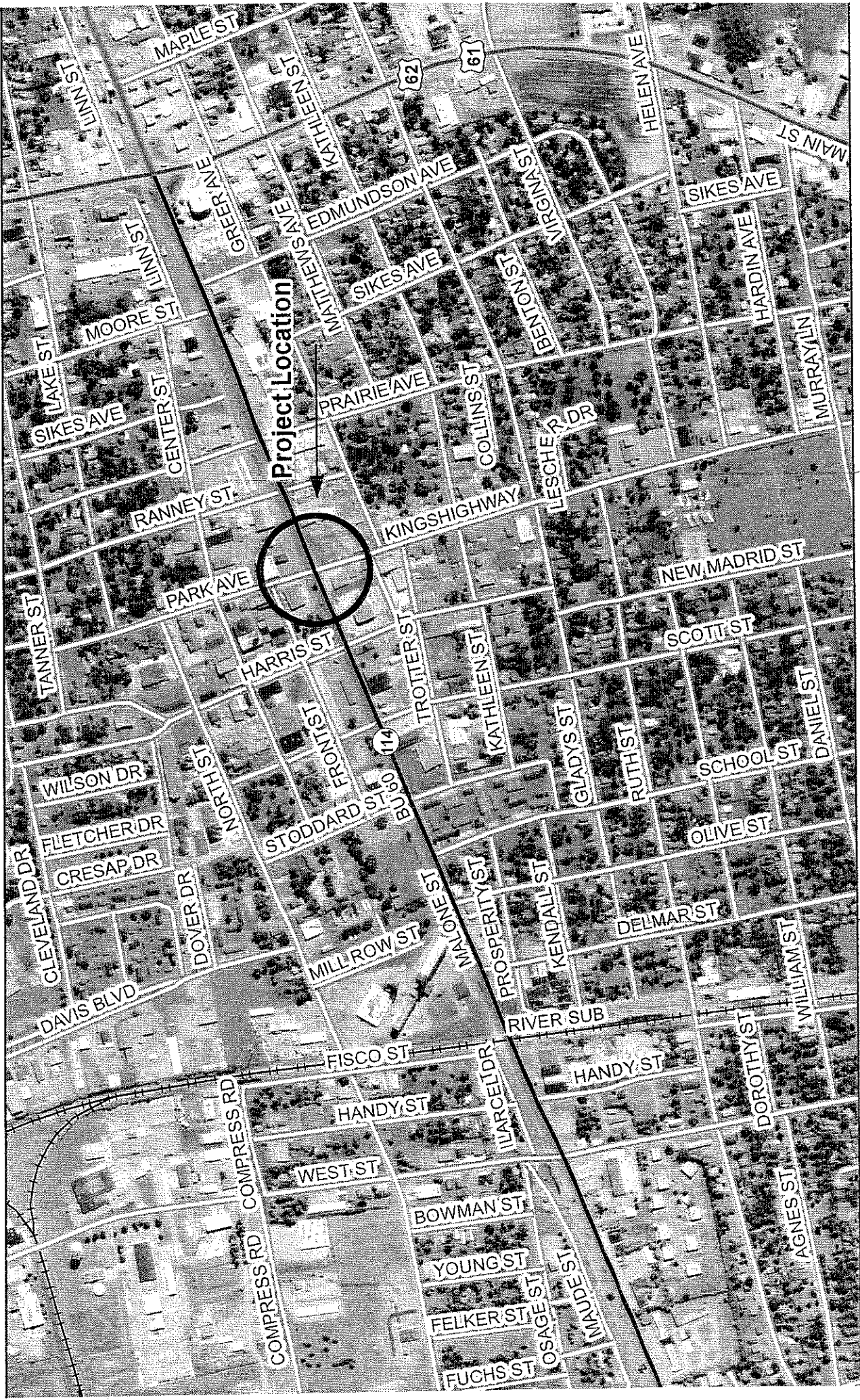
Title \_\_\_\_\_

If Entity is a City — City Ordinance Number \_\_\_\_\_



# Cost Participation Project with City of Sikeston & MoDOT

Improvements at Intersection of Route 114 and Kingshighway



# TABULATION OF BIDS SIKESTON 2013 STREET IMPROVEMENT PROGRAM Bid Date: May 21, 2013

BID INV. 13-12: KINGSHIGHWAY & MALONE IMPROVEMENTS AND WAKEFIELD AND SALCEDO REPAIRS										
Bid Item No.	Bid Item Description	Estimated Quantity	Fronabarger Concrete		Leppe Cement Finishing		R. L. Persons Const.		Nip Kelley Equipment	
			Oak Ridge, MO	Unit Price	Perryville, MO	Unit Price	Poplar Bluff, MO	Unit Price	Cape Girardeau, MO	Unit Price
Bid Items 1 through 22 are for the Kingshighway and Malone Project.										
1	Concrete Pavement & Paved Drainage	3,046 SY	\$ 42.50	\$ 129,455.00	\$ 48.58	\$ 147,974.66	\$ 60.00	\$ 182,760.00	\$ 59.71	\$ 181,876.66
2	Concrete Sidewalk	366 SY	\$ 38.00	\$ 13,908.00	\$ 54.40	\$ 19,910.40	\$ 71.00	\$ 25,986.00	\$ 56.39	\$ 20,638.74
3	Concrete Curb on Islands & Front St.	491 LF	\$ 20.00	\$ 9,820.00	\$ 34.00	\$ 16,694.00	\$ 32.00	\$ 15,712.00	\$ 48.22	\$ 23,676.02
4	Truncated Dome Detectable Surface	228 SF	\$ 20.00	\$ 4,560.00	\$ 29.40	\$ 6,703.20	\$ 31.00	\$ 7,068.00	\$ 33.00	\$ 7,524.00
5	Installing Brick Paver Surfacing	119 SY	\$ 108.00	\$ 12,852.00	\$ 72.00	\$ 8,588.00	\$ 11.00	\$ 1,309.00	\$ 88.31	\$ 8,128.89
6	Cold Milling	2,157 SY	\$ 5.00	\$ 10,785.00	\$ 5.50	\$ 11,863.50	\$ 5.50	\$ 11,863.50	\$ 4.85	\$ 10,461.45
7	Bituminous Pavement	248 Ton	\$ 102.00	\$ 25,296.00	\$ 97.00	\$ 24,056.00	\$ 100.00	\$ 24,800.00	\$ 100.40	\$ 24,999.20
8	Rem. Unsuitable & Replace w/ Stone	40 Ton	\$ 20.00	\$ 800.00	\$ 18.90	\$ 756.00	\$ 75.00	\$ 3,000.00	\$ 35.69	\$ 1,427.60
9	Heavy-Duty Asphalt Replacement	21 SY	\$ 70.00	\$ 1,470.00	\$ 80.00	\$ 1,680.00	\$ 218.00	\$ 4,578.00	\$ 147.17	\$ 3,090.57
10	Heavy Duty Concrete Replacement	42 SY	\$ 54.00	\$ 2,268.00	\$ 71.00	\$ 2,982.00	\$ 141.00	\$ 5,922.00	\$ 174.04	\$ 7,309.68
11	Traffic Signal Modifications	1 LS	\$ 40,000.00	\$ 40,000.00	\$ 44,167.20	\$ 44,167.20	\$ 75,000.00	\$ 75,000.00	\$ 39,656.28	\$ 39,656.28
12	Pavement Markings	1,141 SF	\$ 8.00	\$ 9,128.00	\$ 4.80	\$ 5,476.80	\$ 6.50	\$ 7,416.50	\$ 12.42	\$ 14,171.22
13	12-inch Stormsewer	550 LF	\$ 42.50	\$ 23,375.00	\$ 28.75	\$ 15,812.50	\$ 30.00	\$ 16,500.00	\$ 35.22	\$ 19,371.00
14	24-inch Stormsewer	361 LF	\$ 57.50	\$ 20,757.50	\$ 43.45	\$ 15,685.45	\$ 46.00	\$ 16,606.00	\$ 76.17	\$ 27,497.37
15	30-inch Stormsewer	741 LF	\$ 54.00	\$ 40,014.00	\$ 52.96	\$ 39,243.36	\$ 55.00	\$ 40,755.00	\$ 153.68	\$ 113,876.88
16	24-inch Steel Casing by Boring	60 LF	\$ 310.00	\$ 18,600.00	\$ 240.00	\$ 14,400.00	\$ 400.00	\$ 24,000.00	\$ 281.05	\$ 16,863.00
17	24-inch Steel Casing by Open Cut	28 LF	\$ 90.00	\$ 2,520.00	\$ 120.00	\$ 3,360.00	\$ 90.00	\$ 2,520.00	\$ 165.17	\$ 4,624.76
18	Drop Inlets and Junction Boxes	18 EA	\$ 1,800.00	\$ 32,400.00	\$ 2,325.00	\$ 41,850.00	\$ 4,000.00	\$ 72,000.00	\$ 3,896.47	\$ 70,136.46
19	Ties to Existing Inlets	1 EA	\$ 650.00	\$ 650.00	\$ 750.00	\$ 750.00	\$ 1,300.00	\$ 1,300.00	\$ 1,106.96	\$ 1,106.96
20	Sodding	519 SY	\$ 6.00	\$ 3,114.00	\$ 5.30	\$ 2,750.70	\$ 4.50	\$ 2,335.50	\$ 60.26	\$ 31,274.94
21	Tree Removal	1 LS	\$ 600.00	\$ 600.00	\$ 890.00	\$ 890.00	\$ 1,800.00	\$ 1,800.00	\$ 1,635.17	\$ 1,635.17
22	Traffic Control	1 LS	\$ 6,500.00	\$ 6,500.00	\$ 4,650.00	\$ 4,650.00	\$ 10,125.50	\$ 10,125.50	\$ 25,072.68	\$ 25,072.68
Bid Items 23 through 32 are for the Wakefield and Salcedo @ Columbine Repairs										
23	Heavy-Duty Concrete Replacement	210 SY	\$ 54.00	\$ 11,340.00	\$ 58.40	\$ 12,364.00	\$ 89.00	\$ 18,690.00	\$ 86.42	\$ 18,248.20
24	Concrete Sidewalk	17 SY	\$ 75.00	\$ 1,275.00	\$ 84.00	\$ 1,428.00	\$ 65.00	\$ 1,105.00	\$ 99.94	\$ 1,698.98
25	Truncated Dome Detectable Surface	10 SF	\$ 22.00	\$ 220.00	\$ 61.00	\$ 610.00	\$ 31.00	\$ 310.00	\$ 33.00	\$ 330.00
26	18-inch Stormsewer	66 LF	\$ 50.00	\$ 3,300.00	\$ 38.00	\$ 2,376.00	\$ 55.00	\$ 3,630.00	\$ 77.23	\$ 5,097.18
27	24-inch RCP Stormsewer	48 LF	\$ 75.00	\$ 3,600.00	\$ 54.00	\$ 2,592.00	\$ 56.00	\$ 2,688.00	\$ 114.52	\$ 5,496.96
28	24-inch RCP End Sections	2 EA	\$ 650.00	\$ 1,300.00	\$ 590.00	\$ 1,180.00	\$ 710.00	\$ 1,420.00	\$ 1,516.14	\$ 3,032.28
29	Drop Inlets and Junction Boxes	3 EA	\$ 1,650.00	\$ 4,950.00	\$ 2,325.00	\$ 6,975.00	\$ 4,000.00	\$ 12,000.00	\$ 3,128.95	\$ 9,386.85
30	Drop Inlet Top Adjustments	1 EA	\$ 650.00	\$ 650.00	\$ 390.00	\$ 390.00	\$ 250.00	\$ 250.00	\$ 1,043.31	\$ 1,043.31
31	Ties to Existing Inlets	1 EA	\$ 650.00	\$ 650.00	\$ 650.00	\$ 650.00	\$ 1,300.00	\$ 1,300.00	\$ 897.68	\$ 897.68
32	Manhole Adjustments	1 EA	\$ 725.00	\$ 725.00	\$ 410.00	\$ 410.00	\$ 250.00	\$ 250.00	\$ 952.56	\$ 952.56
TOTAL BID AMOUNT FOR BID INVITATION 13-13:				\$ 436,882.50		\$ 461,198.79		\$ 595,000.00		\$ 702,503.53

BID INV. 13-16: AIRPORT APRON CRACK REPAIR									
Bid Item No.	Bid Item Description	Estimated Quantity	Huff Sealing Corporation		Calsey Companies		R. L. Persons Const.		Total
			Unit Price	Total	Unit Price	Total	Unit Price	Total	
1	Airport Apron Crack Repair	8,400 LF	\$ 1.36	\$ 11,424.00	\$ 2.42	\$ 20,328.00	\$ 4.00	\$ 33,600.00	
2	Airport Apron Construction Signing	1 LS	\$ 1,313.00	\$ 1,313.00	\$ 670.35	\$ 670.35		\$ 7,500.00	
<b>TOTAL BID AMOUNT FOR BID INVITATION 13-16:</b>				<b>\$ 12,737.00</b>		<b>\$ 20,998.35</b>		<b>\$ 41,100.00</b>	

I, the undersigned to hereby certify that the above is an accurate tabulation of all bids received for the Sikeston 2013 Street Improvement Program on May 21, 2013.

*John Chittenden*

John Chittenden, PE

## Council Letter

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Council Letter: 13-07-29

Originating Department: Department of Governmental Services

To the Mayor and City Council:

Subject: 1<sup>st</sup> Reading, Bill #5920, Authorizing Execution of Agreement with MoDOT for Improvements at the Intersection of US 61 & Three Rivers College

Attachments:

1. Bill #5920
2. Missouri Highways & Transportation Commission Cost Apportionment Agreement

Action Options:

1. 1<sup>st</sup> Reading, Bill #5920
2. Action as Council may deem appropriate.

Background:

The passage of this ordinance would allow the City of Sikeston to enter into an agreement with MoDOT to participate in the widening of Highway 61 (South Main) and Three Rivers College entrance / Larcel Drive. This project is estimated at \$ 883,766.00 and would be split equally between the City and MoDOT. A copy of the agreement, along with an Exhibit B (cost breakdown), is included for your review.

During the second reading of this ordinance at the August 5<sup>th</sup> meeting, staff will ask that the City enter into an agreement with MoDOT to participate.

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 5920 AUTHORIZING THE CITY TO ENTER INTO AGREEMENTS WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR IMPROVEMENTS AND SIGNALIZATION AT THE INTERSECTION OF U.S. 61 (Main Street) AND THREE RIVERS COMMUNITY COLLEGE ENTRANCE AT LACEL DRIVE IN THE CITY OF SIKESTON AND AUTHORIZING APPROPRIATE OFFICIALS TO EXECUTE THE SAME.

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

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

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

SECTION 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, then the remaining part or parts shall be severable and shall continue in full force and effect.

SECTION V: Record of Passage:

A. Bill Number 5920 was introduced and read the first time this 29<sup>th</sup> day of July 2013.

B. Bill Number 5920 was read the second time and discussed on this 5<sup>th</sup> day of August 2013, and was voted as follows:

Depro \_\_\_\_\_, Harris \_\_\_\_\_, Pullen \_\_\_\_\_, Burch \_\_\_\_\_,

Teachout \_\_\_\_\_, Hedrick \_\_\_\_\_, and Gilmore \_\_\_\_\_,

thereby being \_\_\_\_\_, and becoming Ordinance 5920.

C. Ordinance 5920 shall be in full force and effect from and after September 4, 2013.

\_\_\_\_\_  
JERRY PULLEN, Mayor

Approved as to Form:

\_\_\_\_\_  
CHARLES LEIBLE, City Counselor

SEAL/ATTEST:

\_\_\_\_\_  
CARROLL COUCH, City Clerk

CCO Form: DE07  
Approved: 07/97 (DPP)  
Revised: 09/11 (AR)  
Modified:

Cost Apportionment Agreement  
Route: 61 (Main Street in Sikeston)  
County: New Madrid  
Job No.: J9S3085

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
COST APPORTIONMENT AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Sikeston (hereinafter, "Entity").

WITNESSETH:

WHEREAS, the Commission owns and maintains Route 61 in New Madrid County as part of the State Highway System;

WHEREAS, the parties desire the improvement or reconstruction of Route 61, extending generally from US 60 to ½ mile south of US 60; and

WHEREAS, the Entity is willing to provide assistance in the construction or reconstruction of the improvements subject to the terms and conditions herein.

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

(1) PURPOSE: The purpose of this agreement is to coordinate participation by the Entity in the cost of the Commission's public improvement for Route 61, in the County of New Madrid, designated as Job No. J9S3085. This public improvement will involve widening, adding turn lanes, and geometric and signalization improvements to the intersection of Larcel/TRC entrance and US 61.

(2) LOCATION: The transportation improvement that is the subject of this Agreement is contemplated at the following location:

*Along US Route 61 approximately from the intersection of US Route 60 beginning at Station 95+10 and running in a generally southerly direction along US Route 61 to Station 112+00. The length of the improvement is approximately 0.4 miles.*

The general location of the public improvement is shown in "Exhibit A." The detailed location of the improvement will be shown on the plans prepared by the Commission for the above-designated route and project.

(3) USE OF RIGHT-OF-WAY: The Entity grants the right to use the right-of-way of public roads, streets, and alleys as necessary for construction and maintenance of said public improvements.

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

(5) PROJECT RESPONSIBILITIES: With regard to project responsibilities under this Agreement, the parties agree to contribute as follows:

(A) The Commission will be responsible for the preparation of detailed right-of-way and construction plans and project specifications. This includes design, letting of project, and inspection of project. The plans shall be prepared in accordance with and conform to Commission requirements.

(B) The Commission will acquire right-of-way as needed for the project in accordance with Commission requirements.

(C) The Commission will be responsible for letting the work for the herein improvement, which includes advertising the project for bids and awarding the construction contract. The Commission will solicit bids for the herein improvement in accordance with plans developed by the Commission, or as the plans may from time to time be modified in order to carry out the work as contemplated.

(D) The Commission will be responsible for construction of the herein improvements, which includes administration of the construction contract and inspection of the project work. The project shall be constructed in accordance with and conform to Commission requirements.

(6) PAYMENT RESPONSIBILITIES: With regard to payment responsibilities under this Agreement, the parties agree to contribute as follows:

(A) The currently estimated cost of the project is Eight Hundred Eighty Three Thousand Seven Hundred Sixty Six dollars (\$883,766). The details of the estimated cost breakdown may be seen in "Exhibit B," which is incorporated herein and attached hereto. The total project cost will include preliminary engineering, right of way acquisition, utility relocation, project construction, and work inspection.

(B) The Commission shall be responsible for fifty percent (50%) of the total project cost, including, but not limited to, design engineering, right of way acquisition, construction inspection, utility adjustments, and construction.

(C) The Entity shall be responsible for fifty percent (50%) of the total project cost, including, but not limited to, design engineering, right of way acquisition, construction inspection, utility adjustments, and construction. The city will utilize available STP-Small Urban program funds for 80% of the city's portion of the funding. The remaining 20% of the city's portion of the funding will be submitted as a check at least twelve (12) weeks prior to the letting date of the project. This check should be made payable to the *Director of Revenue – Credit State Road Fund*. If the Entity fails to make the deposit, the Commission is under no obligation to continue with the project. The Entity agrees that all funds deposited by the Entity, pursuant to this Agreement with the Commission, may be commingled by the Commission with other similar monies deposited from other sources. Any deposit may be invested at the discretion of the Commission in such investments allowed by its Investment Policy. All interest monies shall be payable to the Road fund. If the amount deposited with the Commission shall be less than the actual obligation of the Entity for this project, the Entity, upon written notification by the Commission, shall tender the necessary monies to the Commission to completely satisfy its obligation. Upon completion of the project, any excess funds, excluding interest, shall be refunded to the Entity based on its pro rata share of the investment.

(D) Any cost overruns or underruns will be shared equally between the City and the Commission.

(E) The Entity shall concur in the award of the project to the lowest, responsive bidder as determined by the Commission prior to award of the construction contract.

(7) ADDITIONAL FUNDING: In the event the Commission obtains additional federal, state, local, private or other funds to construct the improvement being constructed pursuant to this Agreement that are not obligated at the time of execution of this Agreement, the Commission, in its sole discretion, may consider any request by the Entity for an off-set for the deposited funds, a reduction in obligation, or a return of, a refund of, or a release of any funds deposited by the Entity with the Commission pursuant to this Agreement. In the event the Commission agrees to grant the Entity's request for a refund, the Commission, in its sole discretion, shall determine the amount and the timing of the refund. Any and all changes in the parties' financial responsibilities resulting from the Commission's determination of the Entity's request for a refund pursuant to this provision must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Entity and the Commission.

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

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



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

(11) APPROVAL OF FHWA AND AVAILABILITY OF FUNDS: This Agreement is entered into subject to the approval of the Federal Highway Administration and is further subject to the availability of federal and state funds for this construction.

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

(13) COMMISSION RIGHT OF WAY: All improvements made within the state-owned right-of-way shall become the Commission's property, and all future alterations, modifications, or maintenance thereof, will be the responsibility of the Commission, except as otherwise provided by this Agreement or a separate written agreement.

(14) 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.

(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 Entity.

(16) NO INTEREST: By contributing to the cost of this project or improvement, the Entity gains no interest in the constructed roadway or improvements whatsoever. The Commission shall not be obligated to keep the constructed improvements or roadway in place if the Commission, in its sole discretion, determines removal or modification of the roadway or improvements, is in the best interests of the state highway system. In the event the Commission decides to remove the landscaping, roadway, or improvements, the Entity shall not be entitled to a refund of the funds contributed by the Entity pursuant to this Agreement.

(17) 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.

(18) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(19) 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.

(20) NO ADVERSE INFERENCE: This Agreement shall not be construed more strongly against one party or the other. The parties to this Agreement had equal access to, input with respect to, and influence over the provisions of this Agreement. Accordingly, no rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this Agreement.

(21) VOLUNTARY NATURE OF AGREEMENT: Each party to this Agreement warrants and certifies that it enters into this transaction and executes this Agreement freely and voluntarily and without being in a state of duress or under threats or coercion.

*[remainder of page intentionally left blank]*

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

Executed by the Entity this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Executed by the Commission this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION**

By \_\_\_\_\_

Title \_\_\_\_\_

ATTEST: (Commission seal)

\_\_\_\_\_  
Secretary to the Commission

APPROVED AS TO FORM:

\_\_\_\_\_  
Commission Counsel

**CITY OF SIKESTON**

By \_\_\_\_\_

Title \_\_\_\_\_

ATTEST: (Entity seal, if existing)

By \_\_\_\_\_

Title \_\_\_\_\_

APPROVED AS TO FORM:

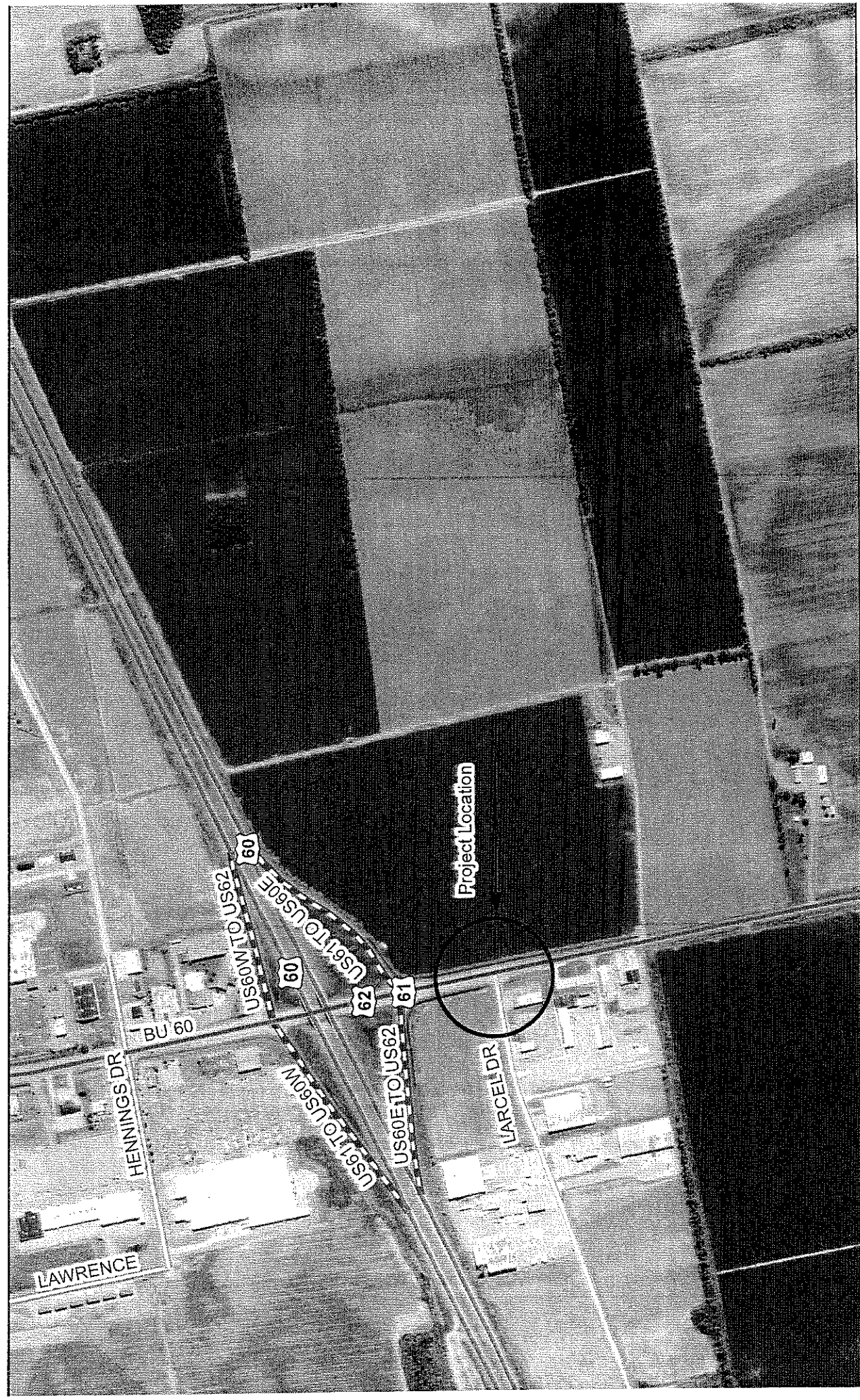
By \_\_\_\_\_

Title \_\_\_\_\_

If Entity is a City – City Ordinance Number \_\_\_\_\_

# Cost Participation Project with City of Sikeston & MoDOT

Geometric and Signalization Improvements at Intersection of Route 61 and Larcel Dr/TRC Entrance



0.4 Miles

0.2

0.1

0

Exhibit A

## Exhibit B

**Project Name:** Capacity and Signalization Improvements at US61 and Larcel Drive/Three Rivers College Entrance.

**MoDOT Project Number:**

**Description:** Adding Lanes, Geometric improvements and signalization of intersection at US 61 and Larcel Drive and new Three Rivers College entrance.

**Total Project Cost Estimate:** \$883,766

**Local Entity:** City of Sikeston

	Current Estimate	City / MoDOT
Preliminary Engineering (10% of construction - Consultant)	\$	\$
Preliminary Engineering (5% of construction - MoDOT staff)	\$40,170	\$20,085 / \$20,085
Right of Way Acquisition (including easements)	\$	\$
Right of Way Incidentals	\$	\$
Utilities	\$	\$
Construction	\$803,424	\$401,727 / \$401,727
Construction Contingency (2% of construction)	\$	\$
Inflation/Project Growth (3% per year)	\$	\$
Construction Engineering (5% of construction)	\$40,170	\$20,085 / \$20,085
Total	\$883,766	\$441,883 / \$441,883

### Project Responsibilities:

Design	MoDOT
Right of Way Acquisition	MoDOT
Letting	MoDOT
Inspection	MoDOT

### Financial Responsibilities:

District	\$441,883	50%
City/County	\$441,883	50%
Total:	\$883,766	100%

### How are overruns and underruns handled?

*Overruns and underruns will be shared equally between the City and MoDOT.*

## Council Letter

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Council Letter: 13-07-29

Originating Department: Department of Public Works

To the Mayor and City Council:

Subject: 1<sup>st</sup> Reading, Bill #5923, Authorizing Execution of Agreement with MoDOT for Replacement of Wakefield Bridge

Attachments:

1. Bill #5923
2. MoDOT Agreement

Action Options:

1. 1<sup>st</sup> Reading, Bill #5923
2. Action as Council may deem appropriate.

Background:

The passage of this ordinance would allow the City of Sikeston to enter into an agreement with MoDOT to fully replace the Bridge on Wakefield, just west of the BMU power plant drive. This project is estimated at \$ 510,000.00 and would be funded by a cost-sharing effort between MoDOT STP and the City. A copy of the agreement is included for your review.

At the August 5<sup>th</sup> Council meeting, Staff will ask that the City enter into an agreement with MoDOT to continue the necessary procedures to the design phase of the project.

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 5923 AUTHORIZING THE CITY TO ENTER INTO AGREEMENTS WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR REPLACEMENT OF THE EXISTING BRIDGE ON WAKEFIELD STREET, CROSSING RICHLAND DRAINAGE DITCH #4, IN THE CITY OF SIKESTON AND AUTHORIZING APPROPRIATE OFFICIALS TO EXECUTE THE SAME.

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

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

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

SECTION 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, then the remaining part or parts shall be severable and shall continue in full force and effect.

SECTION V: Record of Passage:

A. Bill Number 5923 was introduced and read the first time this 29<sup>th</sup> day of July 2013.

B. Bill Number 5923 was read the second time and discussed on this 5<sup>th</sup> day of August 2013, and was voted as follows:

Depro \_\_\_\_\_, Harris \_\_\_\_\_, Pullen \_\_\_\_\_, Burch \_\_\_\_\_,

Teachout \_\_\_\_\_, Hedrick \_\_\_\_\_, and Gilmore \_\_\_\_\_,

thereby being \_\_\_\_\_,

and becoming Ordinance 5923.

C. Ordinance 5923 shall be in full force and effect from and after September 4, 2013.

\_\_\_\_\_  
JERRY PULLEN, Mayor

Approved as to Form:

\_\_\_\_\_  
CHARLES LEIBLE, City Counselor

SEAL/ATTEST:

\_\_\_\_\_  
CARROLL COUCH, City Clerk

CCO Form: FS11  
Approved: 07/96 (KMH)  
Revised: 06/12 (MWH)  
Modified:

CFDA Number: CFDA #20.205  
CFDA Title: Highway Planning and Construction  
Award name/number: STP-5800(013)  
Award Year: 2014  
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
STP-URBAN PROGRAM AGREEMENT**

THIS STP-URBAN AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Sikeston, Scott County, Missouri (hereinafter, "City").

WITNESSETH:

WHEREAS, 23 U.S.C. §133 authorizes a Surface Transportation Program (STP) to fund transportation related projects; and

WHEREAS, the City desires to construct certain improvements, more specifically described below, using such STP funding; and

WHEREAS, those improvements are to be designed and constructed in compliance with the provisions of this Agreement.

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

(1) PURPOSE: The purpose of this Agreement is to grant the use of STP funds to the City. The improvement contemplated by this Agreement and designated as Project STP-5800(013) involves:

Replacement of existing Bridge #4000003 on Wakefield Street,  
Crossing Richland Drainage Ditch No. 4 in the City of Sikeston,  
Missouri.

The City shall be responsible for all aspects of the construction of the improvement.

(7) CITY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept control and maintenance of the improved street and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the City street system at its own cost and expense and at no cost and expense whatsoever to the Commission. Any traffic signals installed on highways maintained by the Commission will be turned over to the Commission upon completion of the project for maintenance. All obligations of the Commission under this Agreement shall cease upon completion of the improvement.

(8) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or 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 City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City 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 MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities 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. The City shall cause insurer to increase the insurance amounts in accordance with those 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.

(9) CONSTRUCTION SPECIFICATIONS: Parties agree that all construction under the STP for the City will be constructed in accordance with current MoDOT design criteria/specifications for urban construction unless separate standards for the



the Commission are not reimbursable costs.

(13) PERMITS: The City shall secure any necessary approvals or permits from the Federal Government and the State of Missouri as required to permit the construction and maintenance of the contemplated improvements.

(14) TRAFFIC CONTROL: The plans shall provide for handling traffic with signs, signal and marking in accordance with the Manual of Uniform Traffic Control Devices (MUTCD).

(15) WORK ON STATE RIGHT OF WAY: If any contemplated improvements for Project STP-5800(013) will involve work on the state's right of way, the City will provide reproducible final plans to the Commission relating to such work.

(16) DISADVANTAGED BUSINESS ENTERPRISES (DBEs): At time of processing the required project agreements with the FHWA, the Commission will advise the City of any required goals for participation by DBEs to be included in the City's proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

(17) NOTICE TO BIDDERS: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(18) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly for amounts equal to or greater than \$10,000.00. The City shall repay any progress payments which involve ineligible costs.

(19) OUTDOOR ADVERTISING: The City further agrees that the right of way provided for any STP improvement will be held and maintained inviolate for public highway or street purposes, and will enact and enforce any ordinances or regulations necessary to prohibit the presence of billboards or other advertising signs or devices and the vending or sale of merchandise on such right of way, and will remove or cause to be removed from such right of way any sign, private installation of any nature, or any privately owned object or thing which may interfere with the free flow of traffic or impair the full use and safety of the highway or street.

(20) FINAL AUDIT: The Commission will perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

2675 North Main Street  
P.O. Box 160  
Sikeston, MO 63801  
Facsimile No.: (573) 472-5351

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

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

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

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

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

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

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto,

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

Executed by the City this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Executed by the Commission this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

CITY OF SIKESTON

\_\_\_\_\_  
Title \_\_\_\_\_

By \_\_\_\_\_  
Title \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Secretary to the Commission

By \_\_\_\_\_  
Title \_\_\_\_\_

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Commission Counsel

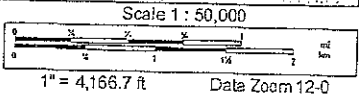
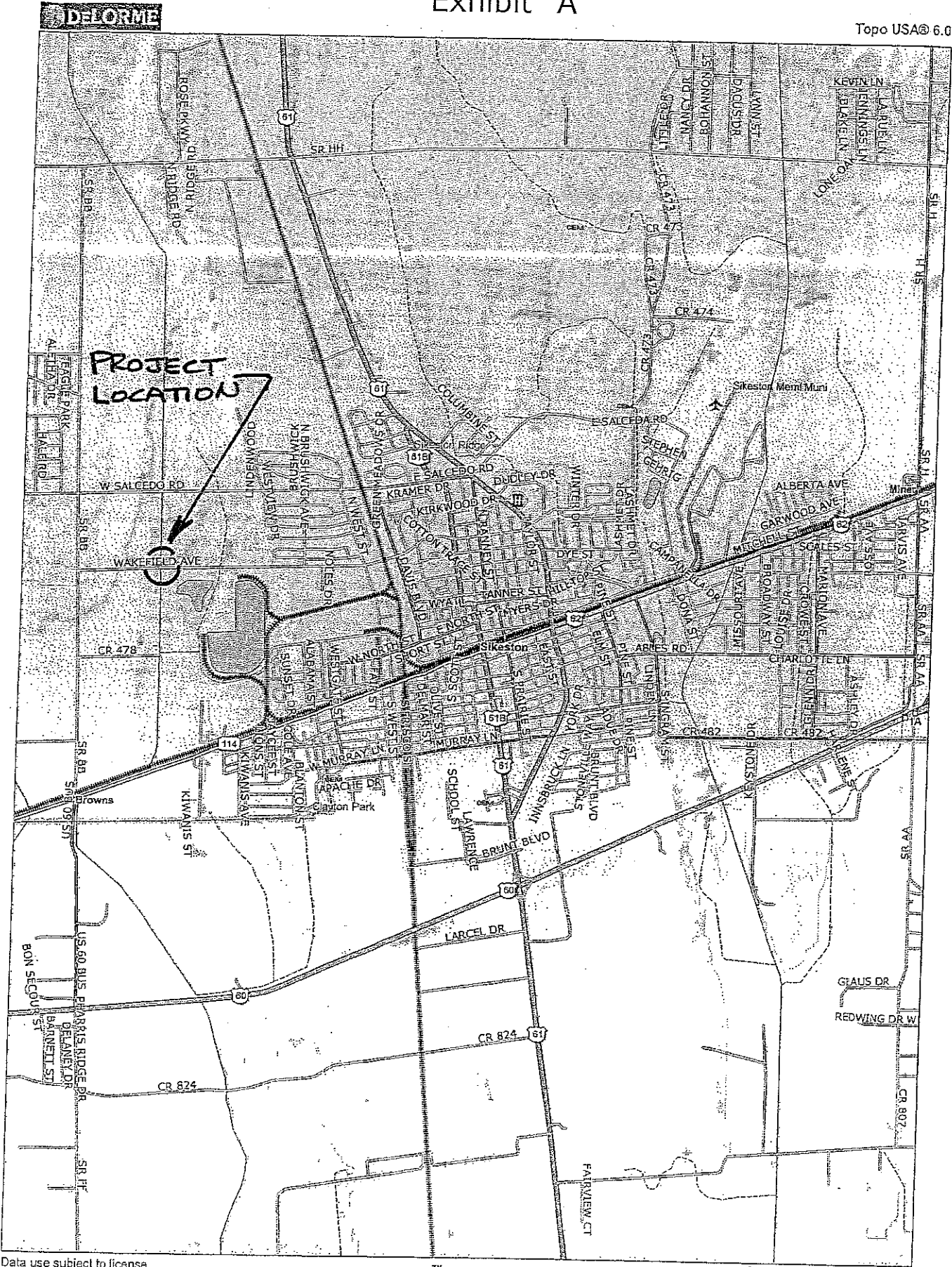
By \_\_\_\_\_  
Title \_\_\_\_\_

[If needed to authorize a city official  
to execute the agreement.]

Ordinance No: \_\_\_\_\_

Exhibit "A"

Topo USA® 6.0



## Exhibit B – Project Schedule

STP-5800(013) Replacement of existing Bridge #4000003 on Wakefield Street, Crossing Richland Drainage Ditch No. 4 in the City of Sikeston, Missouri.

Task	Date
Date funding is made available or allocated to recipient	7/18/2013
Solicitation for Professional Engineering Services (advertised)	10/20/2013
Engineering Services Contract Approved	1/20/2014
Conceptual Study (if applicable)	N/A
Preliminary and Right-of-Way Plans Submittal (if Applicable)	6/20/2014
Plans, Specifications & Estimate (PS&E) Submittal	12/20/2014
Plans, Specifications & Estimate (PS&E) Approval	2/20/2015
Advertisement for Letting	3/20/2015
Bid Opening	4/20/2015
Construction Contract Award or Planning Study completed (REQUIRED)	5/20/2015

\*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

\*\*Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and requires request to adjust.

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# Exhibit "C"

FHWA-1273 -- Revised May 1, 2012

## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

### ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

#### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

#### II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## **2. Withholding**

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## **3. Payrolls and basic records**

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.



d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract; and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

##### **1. Instructions for Certification – First Tier Participants:**

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\*\*\*\*\*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts, and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-L.L.L., "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

# **Council Letter**

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Date of Meeting: 13-07-29

Department: Governmental Services

To the Mayor and City Council:

Subject: First Reading Bill 5918, Authorizing Collection of Sheriffs' Retirement Fund  
Surcharge by Sikeston Municipal Court

Attachments:

1. Section 57.955 RSMo
2. Attorney General's opinion number 20-2013
3. Bill number 5918

Action Options:

Briefing: Action will be requested during the August 5 meeting

Background:

The Office of State Courts Administrator recently notified us of the Missouri Attorney General's ruling that Municipal Courts must collect and remit a \$3.00 surcharge for the Sheriffs' Retirement Fund. This surcharge is assessed on all civil actions and criminal or traffic violations of the state, county or municipality. (These fees are waived upon the dismissal of a case or court costs.)

Council action on Bill 5918 is scheduled for August 5. It is being presented as an emergency measure to permit its enactment by the State's statutory implementation date of August 28, 2013.

# *Missouri Revised Statutes*

## **Chapter 57 Sheriffs Section 57.955**

August 28, 2012

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### **Sources of fund--remittances--disbursements.**

57.955. 1. There shall be assessed and collected a surcharge of three dollars in all civil actions filed in the courts of this state and in all criminal cases including violation of any county ordinance or any violation of criminal or traffic laws of this state, including infractions, but no such surcharge shall be assessed when the costs are waived or are to be paid by the state, county or municipality or when a criminal proceeding or the defendant has been dismissed by the court. For purposes of this section, the term "county ordinance" shall not include any ordinance of the city of St. Louis. The clerk responsible for collecting court costs in civil and criminal cases, shall collect and disburse such amounts as provided by sections 488.010 to 488.020\*. Such funds shall be payable to the sheriffs' retirement fund. Moneys credited to the sheriffs' retirement fund shall be used only for the purposes provided for in sections 57.949 to 57.997 and for no other purpose.

2. The board may accept gifts, donations, grants and bequests from public or private sources to the sheriffs' retirement fund.

(L. 1983 H.B. 81 § 57.960, A.L. 1984 S.B. 704, A.L. 1996 S.B. 869)

Effective 7-1-97

\*Original rolls contain "section 514.015" which was changed to effectuate the court cost bill.

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Missouri General Assembly

CIRCUIT CLERKS:  
CIRCUIT COURT – CIRCUIT  
COURTS:  
COURTS:  
FEES:  
JUDGMENTS:  
MUNICIPALITIES:  
ORDINANCES:  
SHERIFFS' RETIREMENT  
SYSTEM:

The exemption for municipal courts from the \$3 surcharge in §57.955, RSMo, was removed in 1996. Therefore, municipal court clerks must collect the surcharge in municipal ordinance violation cases.

OPINION NO. 20-2013

April 17, 2013

The Honorable Brian Munzlinger  
State Senator, District 18  
State Capitol, Room 331-A  
Jefferson City, MO 65101

Dear Senator Munzlinger:

You asked whether § 57.955, RSMo,<sup>1</sup> relating to the Sheriffs' Retirement System, requires a municipality to collect a \$3 surcharge for municipal ordinance violations and remit the surcharge to the System. We previously opined in Opinion No. 8-2010 in response to a request from then-Representative Kenny Jones. We are providing this opinion after taking into consideration additional matters raised, reaching the same conclusion on different grounds.<sup>2</sup> We are withdrawing Opinion No. 8-2010.

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<sup>1</sup> All statutory citations are to RSMo Cum. Supp. 2012, unless otherwise noted.

<sup>2</sup> We do not address the constitutionality of collecting this surcharge at all. See *Harrison v. Monroe County*, 716 S.W.2d 263, 267, 270 (Mo. banc 1986) (Welliver, J., concurring).

Section 57.955, RSMo, provides as follows:

1. There shall be assessed and collected a surcharge of three dollars in all civil actions filed in the courts of this state and in all criminal cases including violation of any county ordinance or any violation of criminal or traffic laws of this state, including infractions, but no such surcharge shall be assessed when the costs are waived or are to be paid by the state, county or municipality or when a criminal proceeding or the defendant has been dismissed by the court. For purposes of this section, the term "county ordinance" shall not include any ordinance of the city of St. Louis. The clerk responsible for collecting court costs in civil and criminal cases, shall collect and disburse such amounts as provided by sections 488.010 to 488.020, RSMo. Such funds shall be payable to the sheriffs' retirement fund. Moneys credited to the sheriffs' retirement fund shall be used only for the purposes provided for in sections 57.949 to 57.997 and for no other purpose.

2. The board may accept gifts, donations, grants and bequests from public or private sources to the sheriffs' retirement fund.

The historical development of the statute shows that the legislative intent is that the surcharge be collected in municipal cases. The original version of this statute required the collection of the surcharge in all civil cases "filed in each circuit court and the divisions thereof, except the juvenile divisions ... ." § 57.960, RSMo Cum. Supp. 1983. Because municipal courts are divisions of the circuit court, Art. V, § 27.2.d, Mo. Const., the fee was required in municipal cases under that statute.

The following year this statute was amended to require the collection of the fee in all civil cases "filed in each circuit court and the divisions thereof, except the municipal and juvenile divisions ... ." § 57.955, RSMo Cum. Supp. 1984. This changed the law so that the municipal court division of the circuit court was exempted from collecting the fee.

Finally, in 1996, the statute was amended to read as it does today, requiring collection of the fee "in all civil actions filed in the courts of this state ... ." § 57.955, RSMo Cum. Supp. 1996. This change eliminated the exceptions for juvenile divisions and municipal divisions of the circuit courts. For the change to have any meaning, municipal court divisions must now be required to collect the fee. *S.S. v. Mitchell*, 289 S.W.3d 797, 799 (Mo. App. E.D. 2009) (in interpreting statutes, courts "presume that the legislature intended an amendment to have some effect"). Therefore, the historical development of the statute demonstrates that the legislature intended that the surcharge be collected in municipal court cases.

### CONCLUSION

The exemption for municipal courts from the \$3 surcharge in §57.955, RSMo, was removed in 1996. Therefore, municipal court clerks must collect the surcharge in municipal ordinance violation cases.

Very truly yours,

A handwritten signature in black ink, appearing to read "Ch. Koster", written over the typed name.

CHRIS KOSTER  
Attorney General



THIS BILL AS APPROVED SHALL BECOME EMERGENCY ORDINANCE NUMBER 5918 AND SHALL AMEND TITLE 1, CHAPTER 135 OF CITY CODE TO AUTHORIZE THE COLLECTION OF ADDITIONAL COURT COSTS AS REQUIRED BY STATE STATUTE.

WHEREAS, Section 57.955 of the Revised Statutes of the State of Missouri requires municipalities to assess a surcharge on any violation of criminal or traffic laws of the state; and

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

SECTION I: This Ordinance shall be codified in the Municipal Code of the City of Sikeston, Missouri

SECTION II: Establishment of Sheriff Retirement Fund Surcharge:

**"SHERIFFS' RETIREMENT FUND SURCHARGE"**

- A. In accordance with Section 57.955 of the Revised Statutes of Missouri, there shall be assessed a fee of three dollars (\$3.00) following a conviction or plea of guilty in all cases involving the violation of a municipal ordinance or traffic law, except those cases where the charge has been dismissed by the court or when costs are to be paid by the state, county or municipality.
- B. The said three dollar (\$3.00) fee required in paragraph A above, shall be collected by the Municipal Court Clerk who shall, at least monthly, transmit all such fees collected to the City Clerk.
- C. The City Clerk shall, at least monthly, transmit of all such fees referred to in paragraph A above which are received from the Municipal Court Clerk to the "Sheriff Retirement Fund."

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: Emergency Clause. This Ordinance is adopted as an emergency measure to meet the statutory effective date of August 28, 2013.

SECTION VI: Record of Passage

- A. Bill Number 5918 was introduced and read the first time this 29<sup>th</sup> day of July 2013.
- B. Bill Number 5918 was discussed on this 5<sup>th</sup> day of August 2013, and was voted as follows:

Burch, \_\_\_\_\_, Depro, \_\_\_\_\_, Teachout, \_\_\_\_\_, Gilmore, \_\_\_\_\_,  
Hedrick, \_\_\_\_\_, Harris, \_\_\_\_\_, and Pullen \_\_\_\_\_,

thereby being

- C. Upon passage by a majority of the Council, this Bill shall become Ordinance 5918 and shall be in full force and effect August 28, 2013.

\_\_\_\_\_  
Jerry Pullen, Mayor

\_\_\_\_\_  
Approved As To Form  
Charles Leible, City Counselor

Seal/Attest:

\_\_\_\_\_  
Carroll Couch, City Clerk

# **Council Letter**

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Council Letter: 13-07-29

Originating Department: Department of Public Works

To the Mayor and City Council:

Subject: Discussion: City Engineering Services

Attachments:

1. Correspondence from Waters & Associates with proposed engineering agreement (November 2011)
2. Proposed engineering agreement from Lambert Engineering & Surveying Services (November 2011)
3. Engineering Agreement with Waters, Lambert and Chittenden dated August 30, 1995
4. Addendum #21 to Agreement
5. Award of Engineering Service on December 13, 2004

Action Options:

1. Action as Council may deem appropriate.

Background:

Information regarding the City's Engineering Services is attached for your review.

# Waters Engineering, Inc.

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## Civil Engineering and Land Surveying

Post Office Box 567  
908 S. Kingshighway  
Sikeston, Missouri 63801

E-mail: main@waterseng.com  
(573) 471-5680  
Fax: (573 ) 471-5689

November 7, 2011

Mr. Doug Friend  
City Manager  
City Hall  
105 East Center  
Sikeston, MO 63801

Re: 2012 Street Program  
Engineering Services Agreement

Dear Doug:

Attached please find our proposed agreement for engineering services for your street and drainage program.

The last such agreement dates back to 2005, a copy of this agreement is attached. There were addenda issued to this agreement to cover the 2006 and 2007 street programs, but since that time we have been operating without an agreement.

This is clearly not a proper way to do business, and we all need an agreement to protect both our firm and the City.

The new agreement basically the same as the 2005 agreement with the following notable exceptions:

- a. The fee format, set out in Section IV., is the same as the original agreement but with provisions in section, IV.A., to handle work added by change orders during construction, which has been a common occurrence on past projects. Since there is no contract and bidding requirements and the plans are generally basic we have reduced the design fee for change order work from 6 to 4 percent.
- b. Under the mutual covenants in Section V., we have made the following changes:
  - We have increased the required professional liability coverage. The \$1,000,000 per occurrence and \$2,000,000 aggregate limits are the minimum acceptable coverages we have found to be required for engineering work by cities and industrial/commercial concerns in the area.
  - We have deleted the paragraph V.I., *Limit of Liability*. This provision was essential to insurance carriers in 2005, but since that time the provision is no longer deemed important.

Mr. Doug Friend  
November 7, 2011  
Page 2

- We have added provisions J through M which are neutral housekeeping provisions that were added based upon legal advice.

We have also include our certificate of professional liability insurance coverage.

If this agreement is acceptable please sign and return 1 copy to our office.

We look forward to working with you on these projects.

Please call if you have any questions.

Sincerely,

**WATERS ENGINEERING, INC.**

A handwritten signature in black ink, appearing to read "John Chittenden", with a large, stylized initial "J" and a long, sweeping underline.

John Chittenden, PE  
President

## **AGREEMENT FOR ENGINEERING SERVICES**

The following items comprise the Engineering Contract Agreement by and between the City of Sikeston, Missouri, (the "Owner") and Waters Engineering, Inc., Consulting Engineers of Sikeston, Missouri, (the Engineer").

WITNESSETH:

WHEREAS, the Owner is desirous of procuring engineering services for the Annual Street and Drainage Programs, and the Owner is desirous of retaining a consulting engineer for such works hereinafter called the "Project"; and

WHEREAS, the Owner represents himself as being free of contractual obligation for said work to any other engineer or engineering firm; and

WHEREAS, the Engineer is qualified by training and experience and is willing to perform the engineering services necessary to said work, and such services are understood to be professional and non-competitive in nature;

NOW THEREFORE, the Owner and Engineer for the considerations hereinafter set forth, agree as follows:

- I. **The Engineer agrees to provide the following engineering services for the Project:**
  - A. DESIGN PERIOD SERVICES. During the development of the Project the Engineer will perform design and management functions including:
    1. Conduct detailed field surveys for final drawings.
    2. Prepare detailed drawings, technical specifications, construction bidding and contract documents for the Project.
    3. Assist the Owner in applying for those permits and approvals typically required for similar projects.
    4. Make personal appearances before review authorities and attend public meetings.
    5. Assist in negotiations for property acquisition and other rights.
    6. Assist the Owner in procuring prospective bidders.
  - B. CONSTRUCTION PERIOD GENERAL SERVICES. During the construction of the Project the Engineer will perform contract administrative and management functions including:
    1. Attend the bid opening and tabulate bid proposals, make an analysis of the bids, and make recommendations for awarding contracts for construction.
    2. Assist the Owner in preparation of documents for award of contracts.
    3. Review of Contractor's schedule of work.
    4. Issue instructions of the Owner to the contractor.
    5. Assist with necessary interpretations or clarifications of the contract documents.

6. Review, comment on and approve shop drawings.
7. Review of equipment and materials.
8. Preparation and processing of any required change orders.
9. Disapprove or reject work which the Engineer believes is defective, and order special testing if deemed necessary.
10. Review and process Contractor's payment requests.
11. Provide consultation, advice and make reports, as requested by the Owner but not more frequent than monthly, on the progress and character of the work.
12. Upon completion of the construction work, conduct a final inspection.
13. The Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor or their agents or employees or any other person at the site or otherwise performing any of the contractor's work.
14. These basic services shall not include additional or extended services made necessary from major changes in the project which would make the compensation not commensurate with the additional services rendered, or made necessary by work damaged by fire or other cause, a significant amount of defective or neglected work of the contractor, prolongations of the contract time or default by the contractor.
15. Maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at his office at all reasonable times during the contract period and for three years from the date of final payment under the contract, for inspection by the Owner.
16. Grant appropriate credit for any residual values of special equipment if acquisition of such special equipment is required for the performance of this contract.

C. CONSTRUCTION OBSERVATION: The Engineer's construction observation service may include the following:

1. Visit the project at appropriate intervals during construction as required to determine if the work is proceeding in general accordance with the plans and specifications.
2. Aid in coordinating the work of the various construction and utility forces involved in the Project.
3. Prepare lists of items to be corrected, added or deleted to make the work conform to the plans and specifications.
4. Review requests for payment for accuracy and adequate testing.
5. Keep records of change orders and field changes.
6. Provide a 1-time staking of the horizontal and vertical control points for the construction.
7. Provide assistance in making arrangements for the relocation and adjustment of existing utilities and related improvements.

8. Observe methods of placement of fill and subgrade preparation for general compliance with the specifications.
9. Observe visually and require supplier certification of piping, concrete, reinforcing steel, paving materials and other miscellaneous materials for general conformance with the specifications.
10. The Engineer's undertaking hereunder shall not relieve the construction and material sources of their obligations to perform the work in conformity with the plans and specifications and in a workman-like manner; shall not make the Engineer an insurer of the Project; and shall not impose upon the Engineer any obligation to see to it that the work is performed in a safe manner.

**II. The Owner agrees to cooperate with the Engineer in the performance of the work, including the following:**

- A. Provide full information as to the Owner's requirements for the Project.
- B. Furnish all maps, data, reports, drawings, plans, and allied information as may be possessed by the Owner, and reasonably pertain to the project.
- C. Furnish all easements and rights-of-way and entry to private property as may be required for the prosecution of the work.
- D. Furnish labor and equipment as may be reasonably required for subsurface explorations, inspections and determinations of existing conditions.
- E. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by the Engineer and render decisions pertaining thereto within a reasonable time so as not to delay the services of the Engineer.
- F. Review the Engineer's recommendations for, authorize and assume the costs for laboratory tests, soil borings, geotechnical services and reports and other specialized services as may be required for the Project.
- G. Upon written authorization from the Owner the Engineer will perform additional services for site, property or easement surveys and descriptions, and preparation of maps, drawings or estimates related to acquisition of land or easement rights. Payment for these services shall be agreed to in writing addendum to this agreement by the Owner and the Engineer.
- H. Pay for all costs incidental to obtaining bids or proposals.
- I. Provide such legal, accounting and insurance counseling services as may be required for the Project.
- J. Give prompt notice to the Engineer whenever the Owner observes or otherwise becomes aware of any defect in the Project.
- K. Designate in writing a person to act as Owner's representative with respect to the work to be performed under this Agreement; and such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this Agreement.

**III. The Owner and the Engineer agree to the following schedule for the Project.**

- A. The Design Period Services under Section I-A shall be completed within 90 calendar days following the authorization to proceed with that phase of services, exclusive of time required for review of the Owner or other agencies having authority over the Project.
- B. The Construction Period Services under Section I-B and I-C shall be considered completed when the work for the Project has been certified by the Engineer and after all payments to contractors have been made.
- C. Unless this Agreement has been terminated as provided in following paragraphs, the Engineer will be obligated to render services hereunder for a period which may reasonably be required for the design, award of contract and for the construction of the Project including extra work and any required extension thereto. The Engineer may decline to render further services hereunder if the Owner fails to give prompt authorization to proceed with the various phases of work.
- D. If modifications or changes in the scope of the Project are requested by the Owner or required by reviewing agencies, the time of performance shall be adjusted appropriately.

**IV. The Owner's Payments to the Engineer. The Owner agrees to pay the Engineer as follows:**

- A. DESIGN PERIOD GENERAL SERVICES. For design engineering under Section I-A of this Agreement, a sum equal to 6 percent of construction costs as set out below, to be payable in accordance with the following schedule.

- 1. The payments of this fee shall be made as follows:
  - a. Twenty five percent upon completion of the field work for the project, based upon estimated construction costs.
  - b. Fifty percent upon completion of the plans, specifications and contract documents, based upon estimated construction costs,
  - c. Twenty five percent upon opening of bids, initiation of negotiations for construction or termination of the Project, based upon actual bid costs or estimated construction costs in the event of termination.
- 2. Fees for design services for work added by change orders will be a sum equal to 4 percent of the actual construction cost added by change orders, to be payable upon completion of the project.

- B. CONSTRUCTION PERIOD SERVICES. For Construction Period General Services under Section I-B and Construction Observation Services under Section I-C of this Agreement, said services to be rendered beginning at the start of construction and ending upon completion of construction, a sum of 6 percent of actual construction contract costs, including change orders, to be paid in proportion to construction completion no more frequently than monthly.

**V. The Owner and Engineer further agree that:**

- A. TERMINATION. This agreement may be terminated by either party by a seven-day written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. No prejudice shall be allowed either party because of delays caused by review of other agencies. If this Agreement is so terminated, the Engineer shall be paid in full for services rendered prior to termination.



It is mutually agreed by both parties that if due to an Act of God, a National Emergency or for any reason over which either party has no control, it becomes necessary to terminate this contract; then a settlement will be made by the Owner with the Engineer in proportion to the amount of work completed.

- B. OWNERSHIP OF INSTRUMENTS OF SERVICE. All reports, drawings, computer files, field data, notes and other documents and instruments prepared by the Engineer as instruments of service shall remain the property of the Engineer. The Engineer shall retain all common law, statutory and other reserved rights, including the copyright thereto. The Engineer will provide the Owner with a reproducible copy of the final plans for use in maintenance and operation of the project.
- C. DISPUTES. All claims, disputes and other matters in questions arising out of, or relating to, this Agreement or the breach thereof shall be submitted to non-binding mediation unless the parties mutually agree otherwise.
- D. SEVERABILITY. Any term or provision of the Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.
- E. CHANGES IN WORK. If the design of the Project is significantly changed as a result of review by the Owner or other agency so as to require extra work or change in work, compensation provided for elsewhere in this Agreement shall be subject to re-negotiation.
- F. DELAYS AND EXTENSIONS. If modifications or changes in the scope of the Project are requested by the Owner or required by reviewing agencies, or if the progress of the engineering work is hindered by unavoidable delays the time of performance shall be appropriately adjusted.
- G. RESPONSIBILITY FOR CLAIMS AND LIABILITY. The Engineer agrees to hold the Owner harmless from all claims and liability due to his negligent acts or the negligent acts of his subcontractors, agents or employees.
- H. INSURANCE. The Engineer will secure and maintain such insurance as will protect him from claims under workmen's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of his employees or of any person other than his employees, and from claims for damages because of injury to or destruction of tangible property including loss of use resulting therefrom.

The Engineer agrees to attempt to maintain continuous errors and omission insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate for the period of design and construction of the Project, if such coverage is reasonably available at commercially affordable premiums. For the purposes of this Agreement, reasonable available and commercially affordable shall mean that more than half the civil engineering consultants practicing in this state are able to obtain such coverage.

- I. ESTIMATES. Since the Engineer has no control over the cost of labor, materials, or equipment, or over the Contractor(s)' methods of determining prices or over competitive bidding or market conditions, his estimates of cost for the Project provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but the Engineer cannot and does not guarantee that proposals, bids or the Project construction cost will not vary from cost estimates prepared by him.
- J. ENTIRE AGREEMENT AND MODIFICATIONS. This agreement, together with any Exhibits hereto, supersedes any other agreements, whether written or oral, than may have been made or entered into by the parties hereto related to the matters contemplated hereby. This Agreement constitutes the

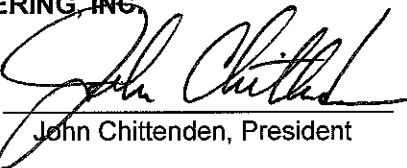
entire agreement by and among the parties and there are no agreements, representations or commitments except as expressly set forth herein. This Agreement may only be amended or modified by instrument in writing and signed by the parties hereto.


- K. **BINDING EFFECT.** This agreement shall be binding on and inure to the benefit of the parties hereto, their heirs, administrators, personal representative, successors and assigns.
- L. **RECOVERY OF LITIGATION COSTS.** If any legal action or other proceeding is brought by any party hereto against any other party for the enforcement of this Agreement or because of an alleged dispute, default or misrepresentation in connection with the provisions of the Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney's fees and other costs incurred in such action or proceeding, in addition to any other relief to which such party may be entitled.
- M. **TITLES AND HEADINGS.** Titles and headings to sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the duly authorized representatives of the Owner and the Engineer have this

\_\_\_\_\_ day of November, 2011, hereunto subscribed their names.

The Engineer: **WATERS ENGINEERING, INC.**

By:   
John Chittenden, President

  
Darrell Hirtz, Senior Engineer

The Owner: **CITY OF SIKESTON, MISSOURI**

By: \_\_\_\_\_  
Jerry Pullen, Mayor

\_\_\_\_\_  
Carroll Couch, Clerk



# CERTIFICATE OF LIABILITY INSURANCE

WATER-B

OP ID: 2L

DATE (MM/DD/YYYY)

07/28/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Charles L. Crane Agency Co. 100 North Broadway, Ste. 900 St. Louis, MO 63102 The Insurance Exchange Inc	<b>314-241-8700</b>	<b>CONTACT NAME:</b>	
	<b>314-444-4970</b>	<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>
		<b>E-MAIL ADDRESS:</b>	
		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
		<b>INSURER A : Travelers Casualty &amp; Surety</b>	<b>19038</b>
<b>INSURED</b> Waters Engineering, Inc. Mr. John Chittenden 908 S. Kingshighway; PO Bx 567 Sikeston, MO 63801	<b>INSURER B :</b>		
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
	<b>INSURER F :</b>		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDC SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b>					<b>EACH OCCURRENCE</b> \$
	<input type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>					<b>DAMAGE TO RENTED PREMISES (Ea occurrence)</b> \$
	<input type="checkbox"/> <b>CLAIMS-MADE</b> <input type="checkbox"/> <b>OCCUR</b>					<b>MED EXP (Any one person)</b> \$
						<b>PERSONAL &amp; ADV INJURY</b> \$
						<b>GENERAL AGGREGATE</b> \$
	<b>GEN'L AGGREGATE LIMIT APPLIES PER:</b>					<b>PRODUCTS - COM/POP AGG</b> \$
	<input type="checkbox"/> <b>POLICY</b> <input type="checkbox"/> <b>PRO-JECT</b> <input type="checkbox"/> <b>LOC</b>					\$
	<b>AUTOMOBILE LIABILITY</b>					<b>COMBINED SINGLE LIMIT (Ea accident)</b> \$
	<input type="checkbox"/> <b>ANY AUTO</b>					<b>BODILY INJURY (Per person)</b> \$
	<input type="checkbox"/> <b>ALL OWNED AUTOS</b> <input type="checkbox"/> <b>SCHEDULED AUTOS</b>					<b>BODILY INJURY (Per accident)</b> \$
	<input type="checkbox"/> <b>HIRED AUTOS</b> <input type="checkbox"/> <b>NON-OWNED AUTOS</b>					<b>PROPERTY DAMAGE (Per accident)</b> \$
						\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> <b>OCCUR</b>					<b>EACH OCCURRENCE</b> \$
	<b>EXCESS LIAB</b> <input type="checkbox"/> <b>CLAIMS-MADE</b>					<b>AGGREGATE</b> \$
	<input type="checkbox"/> <b>DED</b> <input type="checkbox"/> <b>RETENTION \$</b>					\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>					<input type="checkbox"/> <b>WC STATUTORY LIMITS</b> <input type="checkbox"/> <b>OTH-ER</b>
	<b>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)</b> <input type="checkbox"/> <b>Y/N</b>	<b>N/A</b>				<b>E.L. EACH ACCIDENT</b> \$
	<b>If yes, describe under DESCRIPTION OF OPERATIONS below</b>					<b>E.L. DISEASE - EA EMPLOYEE</b> \$
						<b>E.L. DISEASE - POLICY LIMIT</b> \$
<b>A</b>	<b>Professional Liability*</b>		<b>105323860</b>	<b>08/01/11</b>	<b>08/01/11</b>	<b>1,000,000</b> each claim <b>2,000,000</b> ann'l aggr

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

\*For professional liability each claim is subject to the annual aggregate for all claims presented in the policy period. Indemnity & claim expenses reduce limit.

**CERTIFICATE HOLDER****CANCELLATION**

<b>CITYS-2</b>  <b>City of Sikeston</b> <b>105 East Center Street</b> <b>Sikeston, MO 63801</b>	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> <i>W. Elliot Benoit</i>
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## AGREEMENT FOR ENGINEERING SERVICES

This is an agreement made as of this twenty-eighth day of November, 2011, between City of Sikeston, hereinafter called the Owner and Lambert Engineering & Surveying hereinafter called the Engineer. The Owner intends to develop street improvements including reconstruction and overlays for the next five years, said work hereinafter called the Project.

The Owner and Engineer, in consideration of their mutual covenants herein, agree in respect of the performance of professional engineering and land surveying services by the Engineer and the payment for those services by the Owner as set forth below:

### 1. SERVICES OF THE ENGINEER.

The Owner and the Engineer agree to the following scope of services for the Engineer.

- 1.1. The site plan as shown on Attachment A shall be hereinafter called the Project.
- 1.2. The Engineer shall consult with the Owner to clarify and define the Owner's requirements for the Project.
- 1.3. The Engineer shall assist the Owner in negotiations with any agencies having jurisdiction over the Project such as the Department of Natural Resources and the Missouri Department of Transportation.
- 1.4. The Engineer shall prepare construction plans and specifications for the Project, including plans and reports for water, sewer, streets and drainage systems, and shall prepare applications for approval and permits as required by the City of Sikeston, the Sikeston Board of Municipal Utilities and the Missouri Department of Natural Resources.
- 1.5. The Engineer shall prepare the necessary documents and aid the Owner in securing competitive bids for the construction of the improvements for the Project.
- 1.6. During the construction of the improvements for the Project, the Engineer shall provide control staking for earthwork, storm sewer and street grades.
- 1.7. The Engineer shall make periodic and final inspection of the work and, upon so finding, will make certification to the necessary agencies that the work was completed in substantial compliance with the plans and specifications.

## 2. RESPONSIBILITIES OF THE OWNER

- 2.1. The Owner shall provide full information as to his requirements for the Project, and assist the Engineer by placing at his disposal all available information pertinent to the Project, including abstracting work as required.
- 2.2. Examine all studies, reports sketches, drawings, specifications and other documents presented by the Engineer, obtain advice of an attorney, insurance counselor and other consultants as the Owner deems appropriate for such examination, and render decisions pertaining thereto.
- 2.3. Pay fees for permits and approval from all governmental authorities having jurisdiction over the Project.

## 3. TIME OF PERFORMANCE

- 3.1. During the construction of the improvements for the Project, the Engineer's period of service shall be the full construction period.

## 4. COMPENSATION FOR THE ENGINEER

The compensation for the Engineer shall be a lump sum of 11% of the actual construction cost, which shall be payable according to the following schedule:

<u>Actions Completed</u>	<u>Amount Due</u>
a. Upon completion of Engineering Design (Items 1.1 through 1.5. - Engineering Design)	5%
b. Upon completion of construction of overlays (Items 1.6 & 1.7 - Engineering Construction Inspection)	3%
c. Upon completion of construction of reconstruction (Items 1.6 & 1.7 - Engineering Construction Inspection)	3%

## 5. MUTUAL COVENANTS

### 5.1 Termination.

If this Agreement is so terminated, the Engineer shall be paid in full for services rendered prior to termination. It is mutually agreed by both parties that if due to an Act of God, a National Emergency or for any reason over which either party has no control, it becomes necessary to terminate this contract; then a settlement will be made by the Owner with the Engineer in proportion to the amount of

work completed.

5.2 Ownership of Instruments of Service.

All reports, drawings, computer files, field data, notes and other documents and instruments prepared by the Engineer as instruments of service shall remain in the possession of the Engineer. The Engineer will provide the Owner with a reproducible copy of the final plans for use in maintenance and operation of the project.

5.3 Disputes.

All claims, disputes and other matters in questions arising out of, or relating to, this Agreement or the breach thereof shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

5.4 Severability.

Any term or provision of the Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

5.5 Changes in Work.

If the design of the Project is significantly changed as a result of review by the Owner or other agency so as to require extra work or change in work, compensation provided for elsewhere in this Agreement shall be subject to re-negotiation.

5.6 Delays and Extensions.

If modifications or changes in the scope of the Project are requested by the Owner or required by reviewing agencies, or if the progress of the engineering work is hindered by unavoidable delays the time of performance shall be appropriately adjusted.

5.7 Responsibility for Claims and Liability.

The Engineer agrees to hold the Owner harmless from all claims and liability due to his negligent acts or the negligent acts of his subcontractors, agents or employees.

#### 5.8 Insurance.

The Engineer will secure and maintain such insurance as will protect him from claims under workmen's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of his employees or of any person other than his employees, and from claims for damages because of injury to or destruction of tangible property including loss of use resulting therefrom. The Engineer agrees to attempt to maintain continuous errors and omission insurance in the amount of \$1,000,000 for the period of design and construction of the Project, if such coverage is reasonably available at commercially affordable premiums. For the purposes of this Agreement, "reasonable available" and "commercially affordable" shall mean that more than half the civil engineering consultants practicing in this state are able to obtain such coverage.

#### 5.9 Limit of Liability.

To the maximum extent permitted by law, the Owner agrees to limit the ENGINEER's liability for claims and causes including, but not to be limited to, negligence, professional errors or omissions.

#### 5.10 Estimates.

Since the Engineer has no control over the cost of labor, materials, or equipment, or over the Contractor(s)' methods of determining prices or over competitive bidding or market conditions, his estimates of cost for the Project provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but the Engineer cannot and does not guarantee that proposals, bids or the Project construction cost will not vary from cost estimates prepared by him.

#### 5.11 Binding.

The Owner and the Engineer each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

This Agreement (consisting of pages 1 through 5, plus Attachment A) constitutes the entire agreement between the Owner and the Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement in 2 counterparts as of the day and year first above written.

The Engineer:

Lambert Engineering & Surveying

---

Chris W. Lambert, President

The Owner:

City of Sikeston

Jerry Pullen, Mayor

---

Attest to Engineer

Carroll Couch, City Clerk



BASIC AGREEMENT FOR  
ENGINEERING SERVICES

THIS AGREEMENT entered into this 30<sup>th</sup> day of August, in the year 1995, by and between the City of Sikeston, Missouri, hereinafter called the "OWNER", and WATERS, LAMBERT AND CHITTENDEN, INC., Consulting Engineers of Sikeston, Missouri, hereinafter called the "ENGINEER",

WITNESSETH:

WHEREAS,

THE OWNER intends to construct improvements to various sections of the street and drainage systems throughout the City of Sikeston, Missouri, said sections to be as designated by the OWNER, and also requires engineering assistance for miscellaneous City projects, herein after called the PROJECT; and plans and specifications for said PROJECT shall be prepared and construction engineering and inspection services shall be performed, and

WHEREAS,

THE OWNER does not have an engineering staff for performing design and inspection services for the PROJECT, and therefore is desirous of procuring engineering services pertaining to the PROJECT; and

WHEREAS,

The OWNER represents itself as being free of contractual engineering services or obligation for the PROJECT to any other engineer or engineering firm; and

WHEREAS,

The OWNER has determined from prior experience, reference and interview that the ENGINEER is fully qualified by training and experience and is willing to perform the necessary engineering services for the PROJECT, and such services are understood to be professional and non-competitive in scope;

NOW THEREFORE, the OWNER and the ENGINEER for the considerations hereinafter set forth agree as follows:

I. THE ENGINEER AGREES to provide the following engineering and land surveying services for the PROJECT:

A. Preliminary Design Phase. During the initial phase of the engineering for sections of the PROJECT designated by the OWNER the ENGINEER will perform the following services:

1. Assist the OWNER in determining his need for the PROJECT.
2. Assist the OWNER in the development of standards and practices for street and drainage reconstruction and development.

3. Advise the OWNER of the need for existing information such as deed restrictions, available previous surveys, abstract information and other pertinent data.

4. Prepare schematic planning documents indicating the considerations involved and the alternate solutions available to the OWNER, the schematic design shall include schematic layouts, sketches and preliminary design criteria, and set forth the ENGINEER'S recommendations.

5. Prepare a preliminary cost estimate for the alternative solutions.

6. Meet with the OWNER for the purpose of selection of the final design alternative

7. Furnish necessary copies of the above schematic documents and preliminary cost estimate for each project.

B. Final Design Phase. After the approval of the preliminary design data by the OWNER the ENGINEER will perform the following final design services for the sections of the PROJECT for which the OWNER intends to construct:

1. Conduct property, boundary, easement, right-of-way, topographic and utility surveys necessary for final design and to prepare land plats, right-of-way conveyances and utility easements.

2. Prepare any legal descriptions required for right-of-way acquisition.

3. Prepare detailed drawings to show the character and scope of the work to be performed on the PROJECT (hereinafter called the "Plans"), and instruction to bidders, general conditions, special conditions contract documents and technical provisions (all of which are hereinafter called the "Specifications".)

4. Furnish to the OWNER final Plans, Specifications and Engineers's Estimate and any design data as may be required by the OWNER.

5. Furnish copies of the final Plans and Specifications in sufficient quantities for the bidding of the designated sections of the PROJECT.

6. Assist the OWNER in obtaining and evaluating bids and preparing construction contract documents.

7. Consult with and advise the OWNER as to the acceptability of contractors and other persons and organizations proposed for use on the PROJECT, and make a recommendation for construction contract award.

C. Basic Construction Engineering: During the construction of sections of the PROJECT, the ENGINEER shall provide the following services:

1. Interpret the intent of the plans and specifications to protect the OWNER against defects and deficiencies in materials and construction of the PROJECT.
2. Act as representative of the OWNER, advise and consult with the OWNER and all of the OWNER'S instructions to any contractor shall be issued through the ENGINEER. The ENGINEER shall have authority to act on behalf of the OWNER unless otherwise modified in writing.
3. The ENGINEER, shall have authority to reject work which does not conform to the plans and specification. Whenever, in his reasonable opinion, he considers it necessary, he will have authority to require special inspection or testing of any work whether or not such work be then fabricated, installed or completed.
4. Coordinate and conduct a pre-construction conference prior to beginning construction.
5. Review and approve shop drawings, samples and other submissions of contractors or material suppliers for conformance with design concept of the PROJECT and for compliance with the information given in the Contract Documents.
6. Prepare Change Orders as required and submit them to the OWNER for approval.
7. Review, comment on as necessary and approve estimates for reimbursement requests.
8. Make final inspection of all construction and give a written certification of same.

D. Construction Inspection: The ENGINEER shall provide inspection of the various sections of the PROJECT as follows:

1. Generally observe the various parts of the work to determine that the work performed is in accordance with the plans and specifications.
2. Aid in coordinating the work of the various construction and utility forces involved in the PROJECT.
3. Prepare lists of items to be corrected, added or deleted to make the work conform to the plans and specifications.

4. Certify that requests for reimbursement are accurate and have been adequately tested.
5. Keep records of change orders and field changes.
6. Provide a 1-time staking of the horizontal and vertical control points for the construction.
7. Give instructions for the relocation and adjustment of existing utilities and related improvements.
8. Observe methods of placement of fill and preparation for general compliance with the specifications.
9. Inspect visually and require supplier certification of corrugated metal pipe, bituminous mixtures, aggregates and other miscellaneous materials in small quantities to assure conformance with the specifications.
10. The ENGINEER'S undertaking hereunder shall not relieve the construction and material sources of their obligations to perform the work in conformity with the plans and specifications and in a workman-like manner; shall not make the ENGINEER an insurer of the PROJECT; and shall not impose upon the ENGINEER any obligation to see to it that the work is performed in a safe manner.

E. General Engineering Requirements. During the terms of this AGREEMENT the ENGINEER will provide the following services:

1. Maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at his office at all reasonable times during the contract period and for three years from the date of final payment under this contract, for inspection by the OWNER, and copies thereof shall be furnished if requested.
2. Retain copies of detailed Plans and Specifications for a minimum of three years following final payment for work covered by this contract.
3. Grant appropriate credit for any residual values of special equipment or services if acquisition of such special equipment is required for the performance of this contract.

II. The OWNER AGREES to cooperate with the ENGINEER in the performance of the work, including the following:

1. Provide full information as to their requirements for the PROJECT.
2. Assist the ENGINEER by placing at his disposal all available information pertinent to the PROJECT.

3. Furnish the ENGINEER services or existing data as required such as deeds, restrictions, available previous surveys, abstract information and other pertinent data; all of which the ENGINEER may rely upon in performing his services under this AGREEMENT.

4. Guarantee access to and make all provisions for the ENGINEER to enter upon public and private property as required for the ENGINEER to perform his services under this AGREEMENT.

5. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by the ENGINEER and render decisions pertaining thereto within a reasonable time so as not to delay the services of the ENGINEER.

6. Provide such legal, accounting and insurance counseling services as may be required for the PROJECT.

7. Designate in writing a person to act as OWNER'S representative with respect to the work to be performed under this AGREEMENT; and such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this AGREEMENT.

8. Give prompt notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the PROJECT.

9. Furnish, or direct the ENGINEER to provide, necessary additional services as required.

10. Bear all costs incident to compliance with the requirements of this Section II.

III. THE OWNER AND THE ENGINEER AGREE to the following term and schedule for the engineering services for the PROJECT:

1. The term of this AGREEMENT shall be that required for the completion of construction of all work, or rejection of all bids, for sections for which the OWNER has authorized final design work under Section I.B. hereof with 3 years after the date of this AGREEMENT, subject to termination.

2. This AGREEMENT may be terminated by either party by a seven-day written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. No prejudice shall be allowed either party because of delays caused by review of other agencies. If this AGREEMENT is so terminated, the ENGINEER shall be paid in full for services rendered prior to termination.

3. The exact schedule for completion of work shall be negotiated and established by addendum to this AGREEMENT for each section of the PROJECT as designated by the OWNER.

4. If modifications or changes in the scope of an authorized section of the PROJECT are requested by the OWNER, the time of performance shall be adjusted appropriately.

IV. THE OWNER'S PAYMENTS TO THE ENGINEER. The OWNER'S payments to the ENGINEER for engineering and technical services under Section I shall be as follows.

A. General. At the option of the OWNER the fees for work covered by this AGREEMENT may be computed on the basis set out herein in section IV.B. or by provisions of addenda to this AGREEMENT.

B. Cost Plus Profit Compensation. Unless stipulated otherwise by addendum to this AGREEMENT the OWNER shall pay the ENGINEER actual cost plus an agreed profit rate.

1. Actual Costs. Actual costs incurred will include direct labor costs, overhead and reimbursable expenses as identified in subsequent paragraphs.

2. Overhead. Overhead will be determined by multiplying 1.26 times direct labor as noted on employees times sheets.

3. Direct Labor Rates. Current direct labor rates are as follows:

<u>Personnel</u>	<u>Hourly Rate</u>
Officer of Firm	\$40.00
Professional Engineer	20.00
Senior Technician	12.00
Junior Technician	9.00

4. Reimbursable Expenses. Reimbursable expenses shall mean the actual cost for services of specialty consultants such as subsurface soils investigations used for design and special laboratory materials testing required to determine the acceptability of construction materials.

5. Profit. The profit paid to the ENGINEER shall be 15 percent of the actual cost, except as modified by addendum.

C. Payments. Payments to the ENGINEER shall be made no more frequently than monthly.

V. The following miscellaneous provisions are made a part of this contract:

1. Ownership of Documents. All tracings, plans, specifications and maps prepared or obtained under the terms of the contract shall be delivered to and become the property of the OWNER. In addition all basic survey notes and sketches, charts, computations, and other data prepared or obtained under this contract shall be made available, upon request, to the OWNER without restriction or limitation on their use.

2. Disputes. All claims, disputes and other matters in questions arising out of, or relating to, this AGREEMENT or the breach thereof shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.

3. Compliance with Laws. The ENGINEER agrees to comply with all Federal, State and local laws and ordinances applicable to the work.

4. Professional Endorsement. The ENGINEER agrees to affix his seal upon all plans, specifications, estimates and engineering data furnished by him.

5. Estimates. Since the ENGINEER has no control over the cost of labor, materials, or equipment, or over competitive bidding or market conditions, his estimates of cost for the PROJECT provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but the ENGINEER cannot and does not guarantee that the PROJECT construction cost will not vary from cost estimates prepared by him.

6. Insurance. The ENGINEER will secure and maintain such insurance as will protect him from claims under workmen's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of his employees or of any person other than his employees, and from claims for damages because of injury to or destruction of tangible property including loss of use resulting therefrom. The ENGINEER will also secure and maintain errors and omission insurance in the amount of \$250,000, and shall deliver to the OWNER a certificate of such insurance within 60 days of the date of this instrument.

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

OWNER:

ENGINEER:

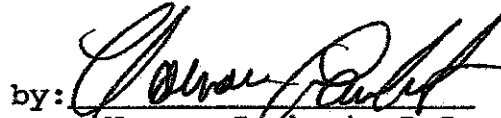
City of Sikeston,  
Missouri

Waters, Lambert & Chittenden, Inc.  
dba: Waters and Associates

by:

  
Terry Bryant, Mayor

by:

  
Norman Lambert, L.S.  
President

  
Carroll Couch, Clerk

  
John Chittenden, P.E.  
Secretary



ADDENDUM NUMBER 21  
TO THE BASIC AGREEMENT FOR ENGINEERING SERVICES

The following items comprise Addendum Number 21 to the Basic Agreement for Engineering Services by and between the City of Sikeston, Missouri, (the OWNER), and Waters Engineering, Inc., Sikeston, Missouri, (the ENGINEER); the items contained herein shall be in addition to the Basic Agreement dated August 30, 1995, and shall become a part thereof upon approval by the parties of the Basic Agreement.

The OWNER and the ENGINEER agree to the following:

I. The following sections and general scopes of work are hereby designated for the Project for the 2004 Street Improvement Program.

- A. Street Overlays - Existing surface preparation and replacement, cold milling, asphalt overlay, pavement replacement, drainage construction and work incidental thereto on the following described streets:

<u>Project</u>	<u>Limits</u>
Cherokee	All
Apache	All
Arapahoe	All
Coleman	All
Dorothy	South West to Frisco
Second	All
Watson	All
Linn	Ingram to Selma
Hunter	Moore to Sikes
Vernon	South of College
Industrial	Selma to Reliable Freight
Kathleen	New Madrid to Stoddard
Russell	All
Henry	All

II. The OWNER authorizes the ENGINEER to proceed with the following scope of work and agrees to pay the ENGINEER as follows:

- A. Preliminary and Final Design Services under Sections I-A and I-B of the Basic Agreement are authorized for all the Sections of the project designated in this Addendum, the fee for this work shall be a lump sum of \$25,000.
- B. Construction Inspection Services under Section I-C of the Basic Agreement are authorized for all the Sections of the project designated in this Addendum, the fee for this work shall be a lump sum of \$25,000.

It witness whereof, the duly authorized representatives of the OWNER and the ENGINEER have this \_\_\_\_\_ day of \_\_\_\_\_, 2004, hereunto subscribed their names.

The OWNER:

CITY OF SIKESTON, MO

by:   
Mike Marshall, Mayor

Carroll Couch, Clerk

The ENGINEER:

WATERS ENGINEERING, INC.

by:   
John Chittenden, President

  
Attest

# **Council Letter**

---

**Date of Meeting:** 04-12-13

**Originating Department:** Public Works Department

**To the Mayor and City Council:**

**Subject:** Award Engineering Services

**Attachments:**

1. Letter from Waters & Associates
2. Memo from Tom Bridger
3. Engineering Services Spreadsheet
4. Qualification Based Selection of Professional Services

**Action Options:**

1. Award Engineering Services
2. Other Action Council May Deem Necessary

**Background:**

On November 17, 2004, the professional consulting committee (Phil Boyer, Jim Terrell & Michael Harris) met to go over the proposals for engineering services.

Waters Engineering, Lambert Engineering and Whitworth-Muench Co. submitted proposals. Whitworth-Muench Co. stated they were too small and not able to handle our needs but would like any supplemental work they could have. They also did not have any professional liability insurance, which is required. Therefore, they were removed from consideration. They will still receive work from the other engineering firms as they are the only testing lab in the area.

The decision came down between Waters & Lamberts. After much discussion and deliberation it was determined that Waters & Associates would be the Engineering firm selected by the Professional Review Committee. Just a few of the reasons were the size of the firm and staff, the history of the firm as well as years of service to the City. Water's & Associates has knowledge of the City and its infrastructure, vast knowledge of working with government entities from the state to the Federal levels, as well as, the ability to work on and assist with grants. Water's & Associates continues to support the economic development and has the ability to work multiple projects at any given time.

With this decision it was decided to award the primary engineering service to Waters & Associates and to have a secondary agreement with Lamberts Engineering. This would allow Lambert's to review Storm Water plans, prepared by Water's, for a developer, and would continue to allow the City to utilize Lamberts for other projects such as the VFW parking lot and steps at Roberta Rowe Park. This would allow us to use all local firms on a fairly regular basis.

# **Waters Engineering, Inc.**

Civil Engineering and Land Surveying

Post Office Box 567  
908 S. Kingshighway  
Sikeston, Missouri 63801

E-mail: [main@waterseng.com](mailto:main@waterseng.com)  
(573) 471-5680  
Fax: (573 ) 471-5689

December 8, 2004

Mr. Tom Bridger  
Public Works Director  
City Hall  
Sikeston, MO 63801

Re: Engineering Services

Dear Tommy:

As a follow-up to our meeting this afternoon we would like to offer the following suggestion for a fee basis for your annual street improvement programs.

We could work under a contract similar to that we use for our road and bridge projects funded through the Missouri Department of Transportation. Such a contract would determine our actual cost as the sum of our actual direct payroll plus our overhead rate as audited by the Missouri Department of Transportation. Our fee would be our actual cost plus a profit of 15 percent of our actual cost.

The contract would also carry a maximum fee that could not be exceeded equal to 12 percent of the actual construction cost.

Under such an agreement the City could be assured that unreasonable profits are not being made, and if design and construction go rapidly and smoothly then the City would receive the savings.

Please pass this information along to the City Council. If you have any questions please contact the undersigned.

Sincerely,

WATERS ENGINEERING , INC



John Chittenden, PE  
President

# Memorandum

To: Mayor & Council  
From: Tom Bridger: Public Works Director  
Date: 12/6/2004  
Re: engineering services

Attached you will find a spread sheet showing what has been spent with Waters and Lamberts Engineering over the past three years.

It should be explained that our contract with Waters had stated fees to be set upon award of work. This is done due to the fact there is an unknown dollar amount for the project until the job is awarded.

It appears over the last few years we have been paying on our street projects 5.86% up to 13.23%. This includes engineering and inspection fees. The lump sum figures are for both services.

It should now be noted the proposals from both firms for the next five years are the following:

In the recent proposals Lamberts varied from 9% total down to 7.25% depending on the size of the projects. Their proposal showed the following:

<u>Construction Cost</u>	<u>Engineering Design</u>	<u>Construction Inspection</u>
0\$ - \$100,000 Construction Cost	5.5% Construction Cost	3.5%
\$100,000 - \$500,000 Construction Cost	5.0% Construction Cost	3.0%
\$500,000 - \$1,000,000 Construction Cost	4.5% Construction Cost	2.75%

Hourly Rates given by Lamberts is \$80.00 hour for engineering and \$50.00 hour for construction inspections.

December 6, 2004

Waters in their proposal has stated the designs would be between 5-6% as well as the inspection service 5-6% (I contacted John to verify this information). Waters proposal could very well be up to 12% for the total fees.

Hourly rates given by Waters are broken down into employee types:

Project Engineer—\$98.00 Land Surveyor—49.00 Sr. Technician--\$43.00  
Jr. Technician \$40.00.

I strongly recommend you take the time to read over both proposals thoroughly. Both have a lot of information and it is worth the time to study.

As stated previously City Staff has no objections to working with either firm. Should you decide to somehow split the service just advise and staff will be happy to work with them. Should you need additional information please advise.

\*\*\*\*\*

Water's Engineering

<u>Project</u>	<u>Date</u>	<u>Project #</u>	<u>Amount</u>	<u>Project Cost</u>	<u>Percentage</u>
Clinton Building Parking Lot (not completed)					
Soccer Design Parking	10/20/04	03-148	\$1,700.00	\$28,800.00	5.900%
Engineering 2004 Street Design & Inspection	10/20/04	03-148	\$50,000.00	\$384,708.50	13.000%
Sports Complex Parking (Soccer) Preliminary Work	9/13/04		\$148.40		
Engineering Design for outlet Structure Modification CP Wing Lake	8/25/04		\$1,908.00		
City Limit Map & Nova Brik Sq Mileage of City	8/13/04		\$95.40		
Preliminary Desgins for relocation Ingram & Industrial	8/6/04	04-119	\$13,147.18		
Engineering VFW dugout & culverts at Clinton Building (done in-house)	3/25/04	02-176 & 03-108	\$2,896.66		
2003 Street Program Design & Inspection	10/7/03	03-14	\$83,500.00	\$647,926.25	12.347%
Depot Project bids to high - project not done	4/24/03	02-102	\$3,000.00		
2002 Street Program Design & Inspection	9/25/02	01-189	\$37,000.00	\$628,572.20	5.860%
Paving RS Matthews Park	4/17/02	01-170	\$3,631.63	\$9,925.36	
Engineering pavement Station #2	4/17/02	01-167	\$875.71	\$17,000.00	5.150%
Engineering & Inspection Salcedo Sidewalk & Kingshightway Shoulder	4/17/02	01-02	\$2,800.00	\$93,394.16	3.000%
2001 Street Program Design & Inspection	4/12/01	01-02	\$136,000.00	\$1,034,539.00	13.230%
<u>Total</u>			\$336,702.98	\$2,844,865.47	

Lambert Engineering

<u>Project</u>	<u>Date</u>	<u>Project #</u>	<u>Amount</u>	<u>Project Cost</u>	<u>Percentage</u>
Robert Rowe Steps (not completed)					
Engineering & Inspection VFW Parking Lot	10/26/04		\$5,000.00	\$74,886.00	6.677%
Survey AWOS Project	1/14/04		\$350.00		
Survey of Lot 1 of Sikeston Industrial Park	10/8/03		\$600.00		
Ward Boundary Design	8/22/02	08-22	\$600.00		
AWOS staking & easement & storm sewer plans Town & Country Addn	1/7/02		\$1,105.00		
Prepare Legal Description & Plat	11/14/01		\$200.00		
<u>Total:</u>			\$7,855.00	\$74,886.00	

## Council Letter

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Date of Meeting: 13-07-29

Originating Department: Department of Public Safety

To the Mayor and City Council:

Subject:

Briefing DPS Headquarters Dedication Plaque

Attachments:

1. Briefing Memo from Director Drew Juden
2. Option 1
3. Option 2

Action Options:

1. Briefing
2. Any action Council may deem appropriate

Background:

This was the first item we were given to complete at the start of the construction at the new DPS Headquarters. This item concerning the dedication plaque has been in limbo since that time.

This could take 4-6 weeks to get the plaque completed. As council is aware we are very close to the removal of the radio station and the building of our public parking lot. It is my understanding that once this is complete council wishes to have a dedication ceremony as well as an open house at the new DPS Headquarters.

Item 1 is a plaque that shows the City Council that was in place during the construction of the project. Item 2 shows an awarding City Council and the dedicating City Council. Item 3 (not shown) could be awarding, sitting, and dedicating City Council.



# Memorandum

**To:** Mayor and City Council  
**From:** Director Drew Juden  
**Date:** 7/24/2013  
**Re:** Dedication Plaque for DPS

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Please find attached 2 different proposed dedication plaques for the new DPS Headquarters. Item 1 is a plaque that shows the City Council that was in place during the construction of the project. Item 2 shows an awarding City Council and the dedicating City Council. Item 3 could be awarding, sitting, and dedicating City Council.

This was the first item we were given to complete at the start of the construction at the new DPS Headquarters. This item concerning the dedication plaque has been in limbo since that time. It is important that we get a decision on how council wishes us to proceed with the dedication plaque. This could take 4-6 weeks to get the plaque completed. As council is aware we are very close to the removal of the radio station and the building of our public parking lot. It is my understanding that once this is complete council wishes to have a dedication ceremony as well as an open house at the new DPS Headquarters. The plaque is the last item that remains incomplete on the construction project of the building. If you have any questions please feel free to ask. I look forward to your decision in this matter.

Respectfully,

Charles A. Juden III  
Director of Public Safety

1

1'-8"

1/2" WIDE  
RAISED BORDER

DT LOGO

1-1/4"

3/8" WIDE  
RAISED LINE

1/8" WIDE  
RAISED LINE

1/8" WIDE  
RAISED LINE

RAISED BORDER  
FOR DPS LOGO

# SIKESTON DEPARTMENT OF PUBLIC SAFETY



3/4"

2011

1/2"

3/8"

Doug Friend  
CITY MANAGER

Drew Juden  
DIRECTOR OF PUBLIC SAFETY

3/4"

## SIKESTON CITY COUNCIL

1/2"

Jerry Pullen  
Mike Bohannon  
Mike Conway  
Bob Depro  
Maude Harris  
Tom Hedrick  
Kathy Teachout

Mayor  
Member At-Large  
Member Ward 1  
Member At-Large  
Member Ward 4  
Member Ward 2  
Member Ward 3

3/4"

1/2"

ARCHITECT

DILLE & TRAXEL, LLC

3/4"

1/2"

CONTRACTOR

PENZEL CONSTRUCTION CO.

2'-8"

# T. E. BRYANT FIRE FACILITY

CITY OF SIKESTON  
SIKESTON, MISSOURI

## AWARDING CITY COUNCIL

JOSH BILL  
JERRY PULLEN  
PHILLIP BOYER  
MICHAEL MARSHALL  
WILLIAM MITCHELL

MAYOR  
MAYOR PRO-TEM  
MEMBER  
MEMBER  
MEMBER

## DEDICATING CITY COUNCIL

JERRY PULLEN  
PHILLIP BOYER  
WILLIAM MITCHELL  
MICHAEL K. HARRIS  
MICHAEL MARSHALL

CITY MANAGER  
DOUG FRIEND

DIRECTOR OF PUBLIC SAFETY  
DREW JUDEN

ARCHITECT  
ROBERT STEARNES AND ASSOCIATES, INC.

CONTRACTOR  
BRIDGER CONSTRUCTION COMPANY

CONSTRUCTED 2001-2002

# **Council Letter**

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Date of Meeting: 13-07-29

Originating Department: Department of Public Safety

To the Mayor and City Council:

Subject:

Briefing Upgrade of City Wide Surveillance Camera Network

Attachments:

1. Memo
2. Hi-Tech Estimate

Action Options:

1. Briefing

Background:

Since 2001 we have continued to maintain the network and add additional cameras. Our current situation is that our DVRs need to be replaced the current DVRs are approximately 12 years old. Estimated cost is \$25,091. We would also like to purchase an IP PTZ (Pan, Tilt, and Zoom) Camera. The price for it is \$3,522.

The last item is to convert our current surveillance system in the building and to integrate it in to the recorders that we purchased on page 1 of the estimate. This will allow us to have one recorder system for all of our cameras. Estimated cost is \$8,365.

Staff will ask for council award at next meeting.

# Memorandum

**To:** Mayor and City Council  
**From:** Director Drew Juden  
**Date:** 7/24/2013  
**Re:** Upgrade of City Wide Surveillance Camera Network

---

Please find attached a quote from Hi-Tech communications who is our current vendor for our city wide surveillance camera system. They have installed and maintained this system since it was purchased in early 2001.

Since 2001 we have continued to maintain the network and add additional cameras. Currently our cameras are placed in high crime areas, around schools, housing authority, and close to the entrances and exits of the city. Our current situation is that our DVRs need to be replaced. The current DVRs (Digital Video Recorder) are approximately 12 years old. We have had numerous hard drive and key component failures over the past several years. We are at the point where the DVRs are at their end of life and the only way that we can acquire is buying used parts on eBay. This is not the most acceptable way to maintain a piece of equipment like this. So therefore we are requesting to upgrade and replace the DVR system. As you can see by the attached estimate from Hi-Tech communications the replacement of the DVR system is \$25,091.

You will notice on the line below that there are 2 fixed cameras. These are 2 Panasonic high megapixel cameras that will be placed at Stallcup and School St. This is our first adopt a camera program participant and I am proud to announce Councilman Birch is the one who has taken that initiative to help get this program started. These cameras will be placed across the street from his business and will provide surveillance in and around his business as well as down Stallcup and up School St. This is a highly used route for people who steal from Wal-Mart, JC Penney's, and other businesses in the area. This will give us a good surveillance point to gather information on individuals leaving from these crimes as well as provide coverage to Burch Food.

If you go to the next page of the estimate you will notice that there is an IP PTZ (Pan, Tilt, and Zoom) Camera. The price for it is \$3,522. These are the cameras we are moving to replace our current city cameras as they get to the point where they are no longer able to be repaired. We would like to purchase this camera as part of the ongoing camera program so that we will have a spare in inventory. If a camera were to go down we could put this camera in place while the other is being sent off for repair.

The last item is to convert our current surveillance system in the building and to integrate it in to the recorders that we purchased on page 1 of the estimate. This will allow us to have one recorder system for all of our cameras. This will be upgradable and we will have the ability to eventually put as many as 120 cameras on the system. This way we do not have disparate systems whether it's our internal, surveillance, or the proposed new cameras that we would be putting in the jail. All of these would be able to be networked through this GeoVision system.

*July 24, 2013*

We have done our due diligence on this project and we feel that it is imperative that we purchase all of these items. Unfortunately we did not realize we were in this shape at budget preparation so this purchase is a non-budgeted purchase. If you have any further questions please feel free to contact me.

Respectfully,

Charles A. Juden III  
Director of Public Safety

# HI-TECH

communications

P.O. BOX 1955  
SIKESTON, MO. 63801  
573-471-8716

## Estimate

DATE	ESTIMATE NO.
6/3/2013	19955

### NAME / ADDRESS

City of Sikeston  
Attn: Chief Juden  
105 E Center  
Sikeston MO 63801

P.O. NO.	REP	PROJECT
	House	

DESCRIPTION	QTY	COST	TOTAL
***** Revised **** DPS  - Upgrade DVR and New Cameras with Milestone - Options to upgrade to Geovision Server to Milestone - Option to intergrate the RS2 and the Milestone systems together  DVR Upgrade Includes: - Head End Conversion to IP 1 - Dell Rackmount Power Edge R720 Server - Zeon 6 Core, Raid Controller, Windows 7 5 - 3TB 7200rpm Sata Hard Drive with Caddy 1 - Milestone XProtect Pro Base License 25 - Milestone XProtect Pro Camera License 3 - Dell Optiplex 9010 All in One i7 PC - Windows 7 Pro, Wireless Keyboard-Mouse 1 - Dell Optiplex 7010 i7 Mini Tower PC - Windows 7 Pro, Dual Monitor Video 3 - Axis Joystick 2 - Axis 16 Channel Encoder 3 - Network Drops from Basement to Dispatch Center 1 - Miscellaneous Installation Cables and Connectors Labor to Install  Fixed Camera - Includes: 2 - Panasonic 3mp Vandal Dome w 15-50mm Lens	1	25,091.00	25,091.00
	1	6,307.90	6,307.90

We appreciate the opportunity to work with you.

**TOTAL**



communications

P.O. BOX 1955  
SIKESTON, MO. 63801  
573-471-8716

## Estimate

DATE	ESTIMATE NO.
6/3/2013	19955

NAME / ADDRESS
City of Sikeston Attn: Chief Juden 105 E Center Sikeston MO 63801

P.O. NO.	REP	PROJECT
	House	

DESCRIPTION	QTY	COST	TOTAL
2 - Outdoor Housing/Mount 2 - Camera Power Supply 2 - Single Mode 1Gb Fiber Gbic for HP Switch 1 - Outdoor Nema Box 1 - Remote Power Switch 1 - HP Procurve 1910-8g Port Switch 1 - Miscellaneous Conduit, Fittings and Installation Hardware 1 - Bucket Truck Rental Labor to Install			
IP PTZ Camera - Includes: 1 - Panasonic 1.3mp 36x Zoom PTZ Camera 1 - Gooseneck Mount for PTZ 1 - Camera Power Supply 1 - Miscellaneous Conduit, Fittings and Installation Hardware 1 - Bucket Truck Rental Labor to Install	1	3,522.00	3,522.00
Convert GeoVision DVR to Milestone and Integrate All CCTV Servers to the RS2 Controlled Access Systems 3 - RS2 Video Integration License 1 - Milestone XProtect Pro Base License 35 - Milestone XProtect Pro Camera License	1	8,365.00	8,365.00

We appreciate the opportunity to work with you.	<b>TOTAL</b>
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# HI-TECH

communications

P.O. BOX 1955  
SIKESTON, MO. 63801  
573-471-8716

## Estimate

DATE	ESTIMATE NO.
6/3/2013	19955

NAME / ADDRESS
City of Sikeston Attn: Chief Juden 105 E Center Sikeston MO 63801

P.O. NO.	REP	PROJECT
	House	

DESCRIPTION	QTY	COST	TOTAL
Price includes all parts and labor		0.00	0.00
Price includes installation and training			
Price includes 1 year parts and labor warranty			
<b>PAYMENT TERMS</b>		0.00	0.00
- 10% Due upon job acceptance			
- 40% Due before scheduling and ordering of materials			
- Remaining 50% will be billed as work progresses			
- 100% of ALL Changes or Additions are due upon acceptance			

We appreciate the opportunity to work with you.

**TOTAL** \$43,285.90

## Council Letter

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Date of Meeting: 13-07-29

Department: Governmental Services

To the Mayor and City Council:

Subject: Briefing, 2013 Boards and Commissions Appointments

Attachments:

1. 2013 Boards and Commissions Appointment Summary
2. 2012-2013 Boards and Commissions Appointees Listing
3. 2012-2013 Citizens Resource Bank Applicants Listing
4. Resource Bank Application

Action Options:

Briefing: Action will be requested during the September 3 meeting

Background:

On September 3 Council will be asked to take action on 28 boards and commissions appointments for the following boards: Board of Adjustments, Board of Appeals, Board of Municipal Utilities, Enhanced Enterprise Zone Board, LCRA Commission, Park Board, Public Safety Advisory Board, Rental Ordinance Appeals Board, Strategic Plan Implementation Commission, TIF Commission, Traffic Committee, and the SEMO University - Sikeston Campus Advisory Council.

To assist you in the appointment process, Staff has compiled a listing of City boards and commissions with their current appointees and applicants, term lengths, and qualifications for appointment. Attendance information has been requested from Staff representatives and will be provided prior to the September 3 meeting.

A media campaign informing residents about the role of Sikeston's boards and commissions and seeking applicants will take place from July 30 through August 21. Resource Bank Applications may be submitted online ([www.sikeston.org](http://www.sikeston.org)), or by telephone. Application forms are also available from City Hall and the Sikeston Public Library. August 21 is the last day to submit a Resource Bank Application for the 2013 appointment process. Applications received after that date will remain active for a period of 24 months.

Staff is requesting the appointments be made during the September 3 regular City Council meeting. Oath of Office ceremonies are tentatively scheduled for September 30 and October 7.

## CITY OF SIKESTON

### 2013-2014 BOARDS AND COMMISSIONS APPOINTMENT SUMMARY

#### APPOINTEES WITH TERMS EXPIRING SEPTEMBER 30, 2013 OR DECEMBER 31, 2013

**Council Appointment Policy:** No board and commission term limits are established in the Charter or City Code. Council policy, however, has been to limit appointments to two full terms. This has been superseded when qualified candidates are not available, or when the board or commission is undertaking a project where a change in membership could be detrimental to the project's outcome.

Board/Commission

Action Requested:

**BOARD OF ADJUSTMENTS**

1 Appointment/Reappointment

**Term Expiring:**

Length of Service

Eligible/Seeks Reappointment

Council notes:

Ellen Brandom

2 Terms

Council discretion

**Remaining Members:**

Full members - William Nace, Phil Black, Jessie Redd, and Ron Galmore

Alternates - George Steck, Harvey Cooper, and James Miller

**Qualifications for Appointment:** Must be citizen of Sikeston (RSMo 89.080)

**Term Length:** 5 Years

**Applicants:**

Sue Rogers, 831 Delta Pine

Frieda Cardwell, 132 Greenbriar

**BOARD OF APPEALS**

3 Appointments/Reappointments

**Terms Expiring:**

Length of Service

Eligible/Seeks Reappointment

Council Notes

B. Scott Kiesling (Relocated to Arkansas)

3 Terms

Appointment needed

Carl "Jack" Vincent

1 Term

Eligible for Reappointment

Ronald Galemore

2 Terms

Council Discretion

**Remaining Members:**

Mike Limbaugh, Reade Ferguson, Paul Cohen, Richard Murray

**Qualifications for Appointment:**

Municipal Code requires members to be a registered architect, registered engineer or have experience in the following occupations: licensed general contractor, electrical supplier, licensed heating and cooling contractor, plumbing supplier, licensed plumber, building supplier, licensed electrician, or licensed real estate broker. Should a candidate from any of the above professions not be available for appointment, Council at its discretion, may duplicate or substitute a field.

**Term Length:** 3 Years

**Applicants:**

None

**BOARD OF MUNICIPAL UTILITIES****1 Appointment/Reappointment**

<b>Term Expiring:</b>	<u>Length of Service</u>	<u>Eligible/Seeks Reappointment</u>	<u>Council Notes</u>
Steve Taylor (D)	2 Terms	Council Discretion	

**Remaining Members:**

Alan Keenan (I), Jeff Sutton (D), Brian Menz (I)

**Qualifications for appointment:**

Must be a resident of Sikeston for four years prior to appointment; may hold no other public office or be an employee of city government; and may have no business relationship with the Board other than as a consumer. No more than two Board members may be of the same political party.

**Length of Term:** 4-Years**Applicants:**

Matt Tanner, 1017 Red Arrow, 15+ year resident (R)

James Bucher, 4 Oak Meadows, 36+ yr. resident (I)

James Miller, 516 W. Lindenwood Ave., 11+ year resident ( R)

Paul Cohen, 115 N. 6th St, 48+ year resident (R)

Chip Thornton, 113 N. West, 15+ year resident, (None)

Jim Burden, 811 Ladue, 44+ year resident ( R)

Tim Merideth, 139 Autumn, 46+ year resident (None)

Chad Crow, 613 Thornwood, 11+ year resident

**ENHANCED ENTERPRISE ZONE BOARD****1 Appointment/Reappointment**

<b>Term Expiring:</b>	<u>Length of Service</u>	<u>Eligible/Seeks Reappointment</u>	<u>Council Notes</u>
Geoff Comer	2 Terms	Council Discretion	

**Remaining Members:** Ed Dust, James Miller, Mike Conway, and Don Newton**Sikeston Public School Appointee:** Tom Williams**Scott County Commission Appointee:** Dennis Ziegenhorn**Length of Term:** 5-Years**Applicant:**

Don Hastings II, 1205 S. Main

**HOUSING AUTHORITY  
BOARD OF COMMISSIONERS****No Appointments Required****Board Members:**

David Hay, Mike Jensen, Michele Knickman, Larry Tetley and Alice Tharp

**Qualifications for appointment:**

Appointees shall be resident taxpayers for at least one year immediately prior to their appointment. No director shall be an officer or employee of the county or municipality. (RSMo 349.045)

**Length of Term:** 4-Years

**INDUSTRIAL DEVELOPMENT AUTHORITY**

No Appointments Required

**Board Members:**

Steve Millington, Matt Wright, Terry Williams, Steve McPheeters, and Anna Warf

**Qualifications for appointment:**

Director shall be resident taxpayers for at least one year immediately prior to appointment. No director shall be an officer of the county or city.

**Length of Term:** 6-Years**LCRA COMMISSION**

1 Appointment/Reappointment

<b>Term Expiring:</b>	<u>Length of Service</u>	<u>Eligible/Seeks Reappointment</u>	<u>Council Notes</u>
Dan Marshall	1 Term	Eligible for 2nd term	

**Remaining Members:**

Bill Mitchell, Emory McCauley, Mike Jensen, and Larry Williams

**Qualifications for appointment:**

Appointees shall be taxpayers who have resided within Sikeston for five years prior to their appointment.

**Length of Term:** 4-Years**Applicants:**

Jim Burden, 811 Ladue, 44+year resident

James Crowe, 330 Dona, 30+ year resident

Chad Crow, 613 Thornwood Ave., 10+ year resident

Karen Evans, 1112 Daffodil, 29-year resident

Michael Ziegenhorn, 558 Park, 50+ year resident

**LIBRARY BOARD OF TRUSTEES**

Positions filled in June 2013

**Board Members**

Lew Polivick, Carolyn Tetley, Jackie Cowan, Greg Colwick, Larry Bohannon, Marilyn Barkett, Libby Caskey, Susanne Chitwood, and Connie Thompson

**Qualifications for appointment:** Must be a citizen of Sikeston**Length of Term:** 3-Years**PARK BOARD**

3 Appointments/Reappointments

<b>Terms Expiring:</b>	<u>Length of Service</u>	<u>Eligible/Seeks Reappointment</u>	<u>Council Notes</u>
Tim Underwood	2 Terms	Council Discretion	
Rod Anderson	1 Term	Eligible for 2nd Term	
Larry Williams	1 Term	Eligible for 2nd Term	

**Remaining Members:**

Susanne Chitwood, Jackie Cowan, Patrick Douglas, Chad Crow, G. Wendell Weathers, and David Teachout

**Qualifications for appointment:**

Must be a citizen of Sikeston. No member of municipal government may be appointed to the board (RSMo 90.520)

**Length of Term:** 3-Years**Applicants:**

Tess Marshall, 107 Ridge Dr.

Paul Cohen, 115 N. 6th St.

Jeffrey Hay, 612 Laurelwood Ave.

Bonnie Dyer, 406 Edmondson

Jason Davis, 209 Sharp Ave.

**PLANNING & ZONING COMMISSION****2 Appointments/Reappointments**

<b>Terms Expiring:</b>	<u>Length of Service</u>	<u>Eligible/Seeks Reappointment</u>	<u>Council Notes</u>
Lorenzo Ware	1 Term	Eligible for 2nd Term	
Gary Ozment	3 Terms	Council Discretion	

**Remaining Members:**

Emory McCauley, Richard McGill, Edward Miller, Paul Cohen, Harry Howard, and James Miller

**Qualifications for appointment:** Must be a citizen of Sikeston.**Length of Term:** 4-Years**Applicants:**

Karen Evans, 1112 Daffodil	Mike Ziegenhorn, 558 Park
Sue Rogers, 831 Delta Pine	Richard "Rick" Murray, 106 Holmes
James Crowe, 330 Donna	Fred "Chip" Thornton, 113 W. North St.

**PUBLIC SAFETY ADVISORY BOARD****3 Appointments/Reappointments**

<b>Terms Expiring:</b>	<u>Length of Service</u>	<u>Eligible/Seeks Reappointment</u>	<u>Council Notes</u>
Ned Matthews	1 Term	Eligible for 2nd Term	
Nathan Cox	1 Term	Eligible for 2nd Term	
Patrick Douglas	1 Term	Eligible for 2nd Term	

**Remaining Members:**

Michelle Williams, Daniel Martinez, David Teachout, David Terrell, Charles Gardner, Jr.

**Qualifications for appointment:** Must be a registered voter of Sikeston.**Length of Term:** 3-Years**Applicants:**

Thomas Jay Elliott, 412 Missouri	Jeffrey Hay, 612 Laurelwood Ave.
Mary Dement Below, 721 N. West St.	David Carnell, 843 Stanford
James Crowe, 330 Dona St.	Katherine "Danice" Granger, 821 S West, #D

**RENTAL ORDINANCE APPEALS BOARD****4 Appointments**

<b>Terms Expiring:</b>	<u>Length of Service</u>	<u>Eligible/Seeks Reappointment</u>	<u>Council Notes</u>
B. Scott Kiesling (relocated)	2 Terms	Appointment needed	
Larry Tetley	1 Term	Eligible for 2nd Term	
Marian Jones	1 Term	Eligible for 2nd Term	
Dan Marshall	2 terms	Council discretion	

**Remaining Members:**

Chester Yarber, Bart Grant, Anderson Walker, Jr., Bobby Tyrone, Carrie Lape, Scott Jenkins, and Michael Harris

**Qualifications for appointment:**

Must be a Sikeston resident for one year prior to appointment. Council shall provide representation for landlords, tenants, construction trades and citizens at-large.

**Length of Term:** 3-Years**Applicants:**

Lori Ramey, 307 Greer Ave, 12+ year resident	James Crowe, 330 Dona, 30+ year resident
Paul Cohen, 115 N. 6th St., 47+ year resident	Jim Burden, 811 Ladue, 44-year resident

**STRATEGIC PLAN IMPLEMENTATION COMMISSION****1 Appointment/Reappointment**

<b>Term Expiring:</b>	<u>Length of Service</u>	<u>Eligible/Seeks Reappointment</u>	<u>Council Notes</u>
Geoff Posegate	1 Term	Eligible for 2nd Term	

**Remaining Members:**

Resident Members: Michael Harris, Jesse Bonner and Rick Lovall; Council Representatives Jerry Pullen, Bob Depro and Tom Hedrick

**Qualifications for appointment:**

Must be a Sikeston resident for one year prior to appointment.

**Length of Term:** 3-Years

**Applicants:**

Richard "Rick" Murray, 106 Holmes  
Jason Davis, 209 Sharp Ave.  
Steve McPheeters, 146 Autumn  
Holly Rehder, 901 Stanford  
Don Hastings II, 1205 S. Main

Mike Ziegenhorn, 558 Park  
James Bucher, #4 Oak Meadows  
David Camell, 843 Stanford  
Lisa Lane, 807 W. Gladys

**TAX INCREMENT FINANCING COMMISSION****2 Appointments/Reappointments**

<b>Terms Expiring (Sikeston appointees):</b>	<u>Length of Service</u>	<u>Eligible/Seeks Reappointment</u>	<u>Council Notes</u>
Missy Marshall	1 Term	Eligible for 2nd Term	
Karen Evans	Partial Term	Eligible for full Term	

**Remaining Members:**

Nathan Cox, Matt Marshall, Rik LaPlant, and Matthew Wright

**Length of Term:** 4-Years

**Applicants:**

Daniel Martinez, 609 Holly Hill Dr.

**TOURISM ADVISORY BOARD****No Appointments Required****Board Members:**

Tess Marshall, Rick Justice, John Tarter, David Camell, Zach Fayette (JC Rep.); Ex-officio members Jiggs Moore, Susie Lawrence, Lynn Lancaster; Council Representatives Bob Depro and Kathy Teachout

**Qualifications for appointment:** Reside in the Sikeston area and have a demonstrated interest in tourism

**Length of Term:** 3-Years

**TRAFFIC COMMITTEE****2 Appointments/Reappointments**

<b>Terms Expiring:</b>	<u>Length of Service</u>	<u>Eligible/Seeks Reappointment</u>	<u>Council Notes</u>
Mike Ziegenhorn, Full Member	1 Term	Eligible for 2nd Term	
David Camell, Alternate Member	Partial term	Eligible for 1st Term	

**Remaining Members:**

Full Members - Jim Burden, Greg Walker, Lois McRill, Anna Warf; Alternate members - Paul Cohen, Emory McCauley, Jr.

**Qualifications for appointment:** None set forth in City Code.

**Length of Term:** 3-Years

**Applicants:**

None

**SEMO UNIVERSITY  
SIKESTON CAMPUS ADVISORY COUNCIL**

**4 Appointments/Reappointments**

**Terms Expiring:**

Larry Bohannon  
Jan Barkett  
Libby Caskey  
Mike Parker

Length of Service

1 Term  
1 Term  
1 Term  
1 Term

Eligible/Seeks Reappointment

Eligible for 2nd Term  
Eligible for 2nd Term  
Eligible for 2nd Term  
Eligible for 2nd Term

Council Notes

**Remaining Sikeston Appointees:**

Trisha Bill, Jeffrey Hay, Bill Lawson, Chad Crow, Julie Ann Palmer, Michelle Knickman, Matt Tanner, Carrie Lape, Patrick Douglas, Carolyn Harris and Terry Williams

**Length of Term:** 3-Years beginning January 1, 2014

**Applicants:**

Katherine "Danice" Granger, 821 S. West St., Apt. D.  
Mary Dement Below, 721 N. West St.  
Lori Ramey, 307 Greer  
Jason Davis, 209 Sharp Ave.

Daniel Martinez, 609 Holly Hill Dr.  
David Sloan, 856 Auburn Dr.  
Frieda Cardwell, 132 Greenbriar  
James Miller, 516 W. Lindenwood

**SCOTT COUNTY EXTENSION COUNCIL**

**No Appointment Required**

**Appointee:**

Charles Gardner, Jr.

Term expires February 2014



## RESOURCE BANK APPLICANTS

Residents may access Resource Bank Applications on-line at [www.sikeston.org](http://www.sikeston.org), apply via telephone, or pick up an application from City Hall or the Sikeston Public Library. Resource Bank Applications are valid for a period of 24 months from submission to the City. Questions regarding the application process may be addressed to Linda Lowes, [lllowes@sikeston.org](mailto:lllowes@sikeston.org) or by phone at 471-2512.

<u>Last Name</u>	<u>First Name</u>	<u>Appointment(s) Requested</u>	<u>Unpaid Taxes</u>
Beaver	Mrs. Gordon (Mary)	Library Board	
Below	Mary Dement	Industrial Development, DPS Advisory Board, SEMO U Sikeston Campus Advisory Council	
Bonner	Jesse	Housing Authority Board	
Brown	Dorthy Dean	Library Board	
Bucher	James	Board of Municipal Utilities, Industrial Development, Strategic Plan Implementation Commission	
Burden	Jim	Board of Municipal Utilities, LCRA Commission, Rental Ordinance Appeals Board, Strategic Plan Implementation Commission	
Cardwell	Freida	Board of Adjustments, Industrial Development, SEMO U Sikeston Campus Advisory Council	
Carnell	David	DPS Advisory Board, Strategic Plan Implementation Commission	
Chitwood	Susanne	Tourism Advisory Board	
Clay	Robert	Industrial Development Authority	
Cohen	Paul	Bd of Municipal Utilities, Library Bd, Park Bd, Rental Ordinance	
Cox	Nathan	Industrial Development Authority	
Crow	Chad	Bd of Municipal Utilities, Industrial Development Authority, LCRA	
Crowe	James	LCRA Commission, Planning & Zoning, DPS Advisory Board, Rental Ordinance Appeals Board	\$16.35
Davis	Jason	Park Board, SEMO U Sikeston Campus Advisory Council, Strategic Plan Implementation Commission	
Dyer	Bonnie	Park Board	
Elledge	Cindy	Library Board	
Elliott	Thomas Jay	DPS Advisory Board	
Evans	Karen	LCRA, P&Z	
Glaus	Linda	TIF Commission	
Granger	Katherine "Danice"	Library Board, Public Safety Advisory Board, Tourism Advisory Board, SEMO U Sikeston Campus Advisory Council	
Harris	Michael	Applications Expired	

## RESOURCE BANK APPLICANTS

<u>Last Name</u>	<u>First Name</u>	<u>Appointment(s) Requested</u>	<u>Unpaid Taxes</u>
Hastings	Don	Enhanced Enterprise Zone, IDA, Strategic Plan Implementation Commission	
Hay	Jeffrey	Park Board, Public Safety Advisory Board	
Lane	Lisa	Strategic Plan Implementation Commission	\$202.18
Lovall	Rick	Industrial Development Board	
Marshall	Missy	Industrial Development Board	
Marshall	Tess	Park Board	
Martinez	Daniel	SEMO U Sikeston Campus Advisory Council, Scott County Extension, TIF,	
McPheeters	Steve	IDA, Strategic Plan Implementation Commission	
Merideth	Tim	Board of Municipal Utilities	
Miller	James	IDA, Board of Municipal Utilities, Tourism Advisory Board, SEMO U Sikeston Campus Advisory Council	
Murray	Richard "Rick"	Planning & Zoning, Strategic Plan Implementation Commission	
Palmer	William	Library Board	
Ramey	Lori	Library Board, Rental Ordinance Appeals Board, SEMO U Sikeston Campus Advisory Council	
Rehder	Holly	Strategic Plan Implementation Commission	
Rogers	Sue	Board of Adjustments, Planning & Zoning, Tourism Advisory Board	
Sloan	David	SEMO U Sikeston Campus Advisory Council	
Tanner	Matt	Board of Municipal Utilities	
Thornton	Fred "Chip"	BMU Board, Housing Authority Board, Planning & Zoning	
Williams	Michele	Park Board	
Ziegenhorn	Mike	Planning & Zoning, Strategic Plan Implementation Commission, IDA, LCRA	

## BOARDS AND COMMISSIONS MEMBERS

Unpaid  
Taxes

<u>Last Name</u>	<u>First Name</u>	<u>Position</u>	
Anderson	Rod	Park Board	
Barkett	Jan	SEMO U Sikeston Campus Advisory Council	
Barkett	Marilyn	Library Board	
Bill	Trish	SEMO U Sikeston Campus Advisory Council	
Black	Phil	Board of Adjustments	
Bohannon	Larry	Library Board, SEMO U Sikeston Campus Advisory Council	
Bonner	Jesse	Strategic Plan Implementation Commission	
Brandom	Ellen	Board of Adjustments	
Burden	James	Traffic Committee	
Carnell	David	Traffic Committee, Tourism Advisory Board	
Caskey	Libby	Library Board, SEMO U Sikeston Campus Advisory Council	
Chitwood	Susanne	Library Board, Park Board	
Cohen	Paul	Traffic Committee, Planning & Zoning, Bd. of Appeals	
Colwick	Greg	Library Board	
Comer	Geoff	Enhanced Enterprise Zone Board	
Conway	Mike	Enhanced Enterprise Zone Board	
Cooper	Harvey	Board of Adjustments (Alternate)	
Cowan	Jackie	Library Board, Park Board	
Cox	Nathan	DPS Advisory Board, TIF Commission	
Crow	Chad	Park Board, SEMO U Sikeston Campus Advisory Council	
Douglas	Patrick	DPS Advisory Board, Park Board, SEMO U Sikeston Campus Advisory Council	
Dust	Edward	Enhanced Enterprise Zone Board	
Evans	Karen	TIF Commission	
Fayette	Zach	Tourism Advisory Board (JC Rep)	
Ferguson	Reade	Board of Appeals	
Galemore	Ron	Board of Adjustments, Board of Appeals	
Gardner, Jr.	Charles	DPS Advisory Board, Scott County Extension Council	
Grant	Bart	Rental Ordinance Appeals Board	
Harris	Carolyn	SEMO U Sikeston Campus Advisory Council	
Harris	Michael	Rental Ordinance Appeals Board, Strategic Plan Implementation Commission	
Hay	David	Housing Authority	

## BOARDS AND COMMISSIONS MEMBERS, continued

<u>Last Name</u>	<u>First Name</u>	<u>Position</u>	<u>Unpaid Taxes</u>
Hay	Jeffrey	Park Board, SEMO U Sikeston Campus Advisory Council	
Howard	Harry	Planning & Zoning	
Jenkins	Scott	Rental Ordinance Appeals Board	
Jensen	Mike	Housing Authority, LCRA Commission	
Jones	Marian	Rental Ordinance Appeals Board	
Justice	Rick	Tourism Advisory Board	
Keenan	Alan	BMU Board	
Knickman	Michele	Housing Authority, SEMO U Sikeston Campus Advisory Council	
Lape	Carrie	SEMO U Sikeston Campus Advisory Council, Rental Ordinance Appeals Board	
LaPlant	Rik	TIF Commission	
Lawson	Bill	SEMO U Sikeston Campus Advisory Council	
Limbaugh	Mike	Board of Appeals	
Lovall	Rick	Strategic Plan Implementation Commission	
Marshall	Dan	LCRA Commission, Rental Ordinance Appeals Board	
Marshall	Matt	TIF Commission	Real Estate \$631.45
Marshall	Missy	TIF Commission	
Marshall	Tess	Tourism Advisory Board	
Martinez	Daniel	DPS Advisory Board	
Matthews	Ned	DPS Advisory Board	
McCauley	Emory	LCRA, Planning & Zoning, Traffic Committee	
McGill	Richard	Planning & Zoning	
McPheeters	Steve	IDA	
McRill	Lois	Traffic Committee	
Menz	Brian	BMU Board	
Miller	Edward	Planning & Zoning	
Miller	James	Bd of Adjustments (Alternate), Enhanced Enterprise Zone, P&Z	
Millington	Steve	IDA	
Mitchell	Bill	LCRA Commission	
Murray	Richard	Board of Appeals	
Nace	William	Board of Adjustments	
Newton	Don	Enhanced Enterprise Zone Board	

# BOARDS AND COMMISSIONS MEMBERS, continued

<u>Last Name</u>	<u>First Name</u>	<u>Position</u>	<u>Unpaid Taxes</u>	
Ozment	Gary	Planning & Zoning		
Palmer	Julie Ann	SEMO U Sikeston Campus Advisory Council		
Parker	Mike	SEMO U Sikeston Campus Advisory Council		
Polivick	Lew	Library Board		
Posegate	Geoffrey	Strategic Plan Implementation Commission		
Redd	Jessie	Board of Adjustments	Real Estate	\$429.64
Steck	George	Board of Adjustments (Alternate)		
Sutton	Jeff	BMU Board		
Tanner	Matt	SEMO U Sikeston Campus Advisory Council		
Tarter	John	Tourism Advisory Board		
Taylor	Steve	BMU Board		
Teachout	David	Park Board, DPS Advisory Board		
Terrell	David	DPS Advisory Board		
Tetley	Carolyn	Library Board		
Tetley	Larry	Housing Authority, Rental Appeals Board		
Tharp	Alice	Housing Authority		
Thompson	Connie	Library Board		
Tyrone	Bobby	Rental Ordinance Appeals Board		
Vincent	Jack	Board of Appeals		
Underwood	Tim	Park Board		
Walker	Anderson	Rental Ordinance Appeals Board	Real Estate	\$538.03
Walker	Greg	Traffic Committee		
Ware, Sr.	Lorenzo	Planning & Zoning Commission		
Warf	Anna	Industrial Development Authority, Traffic Committee		
Weathers	G. Wendell	Park Board		
Williams	Larry	Park Board, LCRA Commission		
Williams	Michelle	DPS Advisory Board		
Williams	Terry	SEMO U Sikeston Campus Advisory Council, IDA		
Wright	Matt	Industrial Development Authority, TIF Commission		
Yarber	Chester	Rental Ordinance Appeals Board		
Ziegenhorn	Mike	Traffic Committee		