



City of Sikeston

TENTATIVE AGENDA

SPECIAL CITY COUNCIL MEETING  
SIKESTON CITY HALL

Monday, August 5, 2013  
4:30 P.M.

- I. CALL TO ORDER
- II. RECORD OF ATTENDANCE
- III. EXECUTIVE SESSION  
Personnel (RSMo 6.10.021(3))
- IV. ADJOURNMENT

Dated this 1<sup>st</sup> day of August 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.





City of Sikeston

TENTATIVE AGENDA  
REGULAR CITY COUNCIL MEETING  
SIKESTON CITY HALL

Monday, August 5, 2013  
5:00 P.M.

- I. CALL TO ORDER
- II. RECORD OF ATTENDANCE
- III. OPENING PRAYER
- IV. PLEDGE OF ALLEGIANCE
- V. APPROVAL OF CITY COUNCIL MINUTES
  - A. Regular City Council Meeting July 1, 2013
  - B. Special City Council Meeting July 29, 2013
- VI. ACCEPTANCE OF BOARD AND COMMISSION MINUTES
  - A. Library Board June 3, 2013
  - C. Strategic Plan Implementation Commission February 21, 2013
  - D. Strategic Plan Implementation Commission March 21, 2013
  - E. Strategic Plan Implementation Commission April 18, 2013
  - F. Strategic Plan Implementation Commission May 16, 2013
  - G. Strategic Plan Implementation Commission June 20, 2013
- VII. PRESENTATIONS
  - Introduction of New Employees
- VIII. ITEMS OF BUSINESS
  - A. Flood Plain Discussions (via conference call) with Consulting Firm of Allgeier, Martin and Associates, Inc.
  - B. RCH Development Presentation on Proposed Senior Housing Project, Sikeston Garden Apartments
  - C. HOPE Epidemic Presentation
  - D. Discussion/Consideration of Humane Society Contract Extension
  - E. Briefing: Establishment of 2013 Tax Rates
  - F. 1<sup>st</sup> Reading, Bill #5923, Authorizing Execution of Agreement with MoDOT for Constructing Replacement of Wakefield Bridge
  - G. 2<sup>nd</sup> Reading and Consideration of Bill #5921, Re-adopting LCRA Redevelopment Plan
  - H. 2<sup>nd</sup> Reading and Consideration of Bill #5912, Authorizing the Execution of Agreements with MoDOT for BNSF Railroad Crossing Improvements and Safety Upgrades



- I. 2<sup>nd</sup> Reading and Consideration of Bill #5919, Authorizing Execution of an Agreement with MoDOT for Completion of Signalized Intersection Project at Kingshighway & Malone Avenue, Sikeston Project #12143
- J. 2<sup>nd</sup> Reading and Consideration of 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
- K. 2<sup>nd</sup> Reading and Consideration of Emergency Bill #5918, Establishing the Sheriffs' Retirement Fund Municipal Court Surcharge
- L. Discussions on DPS Headquarters Dedication Plaque
- M. Other Items As May Be Determined During the Course of the Meeting

IX. CITY OPERATIONS  
City Operations Report 13-08

X. COMMUNICATIONS FROM CITY COUNCIL

XI. ADJOURNMENT

Dated this 1<sup>st</sup> day of August 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.

**REGULAR CITY COUNCIL MEETING**  
**JULY 1, 2013**

The regular Sikeston City Council meeting of July 1, 2013 was called to order at 7 a.m. in the City Council Chambers, located at 105 East Center, Sikeston. Present at the meeting were Mayor Jerry Pullen and Councilmen Steve Burch, Bob Depro, John Gilmore, Maude Harris, Tom Hedrick, and Kathy Teachout. Staff in attendance were: City Counselor Chuck Leible, City Clerk Carroll Couch, City Treasurer Karen Bailey, Public Safety Director Drew Juden, Governmental Services Director Linda Lowes, and Economic Development Director Ed Dust.

**APPROVAL OF CITY COUNCIL MINUTES**

City Council minutes of the regular meeting of June 3, 2013 and the special meetings of June 10, 17 and 24, 2013 were presented for approval. Councilman Burch moved to approve the minutes as presented. Councilman Depro seconded the motion and the following roll call vote was recorded:

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

**ACCEPTANCE OF BOARD AND COMMISSION MINUTES**

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

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

**ITEMS OF BUSINESS**

**Discussions on Issues of Mutual Concern**

Council discussed the recruitment process to hire a city manager. A proposal for executive search services from Strategic Government Resources was reviewed. Councilman Gilmore moved to enter into a contract with Strategic Government Resources to conduct a search for a new city manager, at a cost not to exceed \$24,000. The motion was seconded by Councilman Hedrick and the following roll call vote recorded:

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

Councilman Hedrick left the meeting.

Council discussed the management of the Sikeston Area Humane Society. Councilman Gilmore moved to terminate the current contract with the Sikeston Area Humane Society in 60 days and to enter into discussion with the Humane Society Board to discuss other management options. The motion was seconded by Councilman Burch and the following roll call vote recorded:

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

Councilman Depro moved to declare the animal incinerator surplus city property and to advertise it for sale with the requirement that the successful bidder provide an incinerator service to the City. The motion was seconded by Councilman Burch and the following roll call vote recorded:

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

#### **ADJOURNMENT INTO EXECUTIVE SESSION**

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

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

Councilman Burch moved to authorize Economic Development Director Ed Dust to sign a letter of intent to accept the offer for sale of the Brown Shoe Company building. The motion was seconded by Councilman Depro and the following roll call vote recorded:

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

Ned Matthews has agreed to provide the necessary right-of-way to improve the intersection of Malone and Kingshighway. In exchange, he requested the City agree to provide sidewalks, if he should ever be required to install them on his property. Councilman Depro moved to enter into an agreement with Ned Matthews to install sidewalks on his property, located at the south east corner of Kingshighway and Malone, should the City require them. The motion was seconded by Councilman Burch and the following roll call vote recorded:

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

Councilman Teachout moved to authorize the Mayor to sign a release, allowing the sale of the back nine to proceed to the FAA for approval. The motion was seconded by Councilman Gilmore and the following roll call vote recorded:

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

No further action was taken in executive session.

#### **ADJOURNMENT OUT OF EXECUTIVE SESSION**

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

Bohannon Aye, Conway Aye, Depro Aye, Harris Aye,  
Teachout Aye, and Pullen Aye, thereby being passed.

#### **ADJOURNMENT**

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

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

APPROVED:

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

ATTEST:

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

SEAL:

**SPECIAL CITY COUNCIL MEETING**  
**JULY 29, 2013**

**CALL TO ORDER/RECORD OF ATTENDANCE**

The special Sikeston City Council work session of July 29, 2013 was called to order at 11:30 a.m. in the City Council Chambers, located at 105 East Center, Sikeston. Present at the meeting were, Mayor Jerry Pullen and Councilmen Steve Burch, Bob Depro, Jon Gilmore, Maude Harris, Tom Hedrick and Kathy Teachout. Staff in attendance were: City Counselor Chuck Leible, City Clerk/Acting City Manager Carroll Couch, City Treasurer Karen Bailey, Public Safety Director Drew Juden, Governmental Services Director Linda Lowes, Street Superintendent Steve Lee, and Economic Development Director Ed Dust.

**ITEMS OF BUSINESS**

**Flood Plain Discussions**

At the request of Allgeier, Martin and Associates, Inc., discussion of the flood plain was postponed until the August 5, 2013 regular city council meeting.

**Discussions with Sikeston Area Humane Society Board of Directors**

Gerri Way of the Sikeston Area Humane Society was present to discuss Humane Society operations. Currently, only two individuals serve on the board. Expanding the number of board members to assist in the operation and a separate board for fund raising were discussed. Council asked Ms. Way to be present at the August 5, 2013 council meeting.

Council directed staff to place discussion of a pet spay/neuter program on next month's work session agenda, and to place consideration of an extension to the Humane Society Contract on the August 5 agenda.

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

Co-chairman Rick Lovall of The Vision for Tomorrow Strategic Plan Implementation Commission asked for the City Council's approval to release a request for proposals seeking property owners/land developers' interest in creating affordable housing in Sikeston. Councilman Depro moved to change the first sentence of the RFP to read: The Vision for Tomorrow Strategic Plan Implementation Commission is soliciting expressions of interest from interested landowners and/or developers to construct a subdivision of entry-level homes priced at \$90,000 to \$125,000. The motion was seconded by Councilman Gilmore and the following roll call vote recorded:

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

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

A proposal to establish, direct and control a marketing committee for the implementation of marketing strategies identified by the Executive Academy's Marketing Committee was presented by Co-chairman Rick Lovall. Councilman Gilmore moved to approve the request to establish marketing efforts from the Strategic Plan Implementation Commission.

Bill Number 5921, Re-adoption of the LCRA Redevelopment Plan

LCRA Commission Chairman Dan Marshall and LCRA attorney David Crader were present to request a ten-year extension of the LCRA Redevelopment Plan. Councilman Burch moved for the first reading of Bill Number 5921. The motion was seconded by Councilman Depro and the following vote recorded:

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

Counselor Leible presented Bill Number 5921 for a first reading. This bill as approved shall become Ordinance Number 5921 authorizing a ten (10) year extension of the "Redevelopment Plan" of the Land Clearance for Redevelopment Authority originally approved on or about January 6, 2003.

Bill Number 5912, Authorizing Execution of Agreements with MoDot for BNSF Railroad  
Crossing Improvements and Safety Upgrades

Street Superintendent Steve Lee reviewed the proposed railroad crossing improvements and safety upgrades. Councilman Depro moved for the first reading of Bill Number 5912. The motion was seconded by Councilman Burch and the following vote recorded:

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

Counselor Leible presented Bill Number 5912 for reading. 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.



Bill Number 5919, Authorizing Execution of Agreement with MoDot for Signalized Intersection Project at Kingshighway & Malone Avenue, Sikeston Project #12143

Plans for the signalized intersection project at Kingshighway and Malone Avenue were reviewed by Street Superintendent Steve Lee. Councilman Depro moved for the first reading of Bill Number 5919. The motion was seconded by Councilman Gilmore and the following vote recorded:

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

Counselor Leible presented Bill Number 5919 for reading. 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.

Bill Number 5920, Authorizing Execution of Agreement with MoDOT for Improvements at the Intersection of US 61 and Three Rivers College

Street Superintendent Steve Lee explained that the passage of Bill Number 5920 would allow the City to enter into an agreement with MoDOT for the widening of Highway 61 (South Main) and Three Rivers College entrance/Larcel Drive. The project is estimated to cost \$883,766 and would be split equally between the City and MoDOT.

Councilman Depro moved for the first reading of Bill Number 5920. The motion was seconded by Councilman Burch and the following vote recorded:

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

Counselor Leible presented Bill Number 5920 for reading. 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 Larcel Drive in the City of Sikeston and authorizing appropriate officials to execute the same.

Councilman Harris left the meeting.

Bill Number 5923, Authorizing Execution of Agreement with MoDOT for Replacement of Wakefield Bridge

Councilman Burch moved to table discussion of the Wakefield Bridge replacement until the August. The motion was seconded by Councilman Teachout and the following vote recorded:

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

Bill Number 5918, Authorizing Collection of Sheriffs Retirement Fund Surcharge by  
Sikeston Municipal Court

Councilman Teachout moved for the first reading of Bill Number 5918. The motion was seconded by Councilman Depro and the following vote recorded:

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

Counselor Leible presented Bill Number 5918 for a second reading. 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.

Discussion: City Engineering Services

Councilman Gilmore moved to request a proposal for city engineering services for one and three year periods. The motion was seconded by Councilman Depro and the following roll call vote recorded:

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

DPS Headquarters Dedication Plaque

It was the consensus of the City Council to place the awarding and dedicating councils on the DPS headquarters dedication plaque along with a special thanks to Sue Rogers.

Upgrade of City Wide Surveillance Camera Network

Director Juden reported the DVRs for the City's camera network need to be replaced. He requested permission to proceed with their replacement along with an IP PTA (pan, tilt, zoom) camera. Hi-Tech Communications is the current vendor for the city wide surveillance camera system. They have installed and maintained the system since it was purchased in early 2001. They estimate the total cost to upgrade the city wide surveillance network is estimated to be \$8,365.

Councilman Depro moved to authorize the upgrading of the city wide surveillance system. The motion was seconded by Councilman Gilmore and the following roll call vote recorded:

Burch Abstain, Depro Aye, Gilmore Aye, Hedrick Aye,  
Teachout Aye, and Pullen Aye, thereby being passed.

2013 Boards and Commission Appointments

Director of Governmental Services Linda Lowes provided a briefing on the board and commission appointments to be made at the September 3 city council meeting.

ADJOURNMENT INTO EXECUTIVE SESSION

Councilman Teachout moved to adjourn into executive session for the discussion of litigation, property and personnel [RSMO 610.021 (1, 2 & 3)]. The motion was seconded by Councilman Gilmore and the following roll call vote recorded:

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

Councilman Depro moved to retain the services of Jenkins & Kling to assist the City of Sikeston in connection with its proposed purchase of track rights from the Union Pacific Railroad at a cost of \$280 per hour. The motion was seconded by Councilman Burch and the following roll call vote recorded:

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

Councilman Gilmore moved to authorize the Mayor to sign a letter of intent to sell the Brown Shoe building to Chaffee Realty for \$1,850,000 along with various considerations outlined in their letter of intent. The motion was seconded by Councilman Gilmore and the following roll call vote recorded:

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

No further action was taken in executive session.

ADJOURNMENT OUT OF EXECUTIVE SESSION

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

Bohannon Aye, Conway Aye, Depro Aye, Hedrick Aye,  
Teachout Aye, and Pullen Aye, thereby being passed.

ADJOURNMENT

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

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

APPROVED:

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

ATTEST:

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

SEAL:

**Board of Trustees Meeting  
Monday June 3, 2013  
4:00pm**

**The Board of Trustees of Sikeston Public Library met on Monday June 3, 2013. Present were Mrs. Barkett, Mrs. Caskey, Mrs. Chitwood, Mr. Colwick, Mrs. Cowan, Dr. Bohannon, Mr. Polivick, Mrs. Tetley, Ms. Thompson, Mrs. Tangeman, Director, Mr. Eifert, Assistant Director.**

**FRIENDS OF THE LIBRARY—No report at this meeting.**

**MINUTES**

**Mrs. Tetley made a motion to accept the minutes from the May meeting. Dr. Bohannon seconded and the motion carried.**

**PETTY CASH**

**Mrs. Caskey made a motion to accept the Petty Cash Report for May. Mrs. Chitwood seconded and the motion carried.**

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

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

**COMMITTEES**

**FINANCE—The members were presented a list of Line Item Transfers. After review and discussion Dr. Bohannon made a motion to accept the list of Line Item Transfers. Mrs. Tetley seconded and the motion carried.**

**PERSONNEL—None**

**OPERATIONS—Mr. Colwick, Mrs. Caskey, Mr. Eifert and Mrs. Tangeman attended the Public Hearing for the Basement Renovation at 2:00pm today at City Hall. This fulfills the requirement for part of the CDBG Grant.**

**-Mrs. Caskey reported that a motion is required for the CDBG Grant Application stating that the library will be responsible for any costs over the amount of the grant awarded. After discussion Mrs. Caskey made the following motion: If the Sikeston Public Library Renovation 2013 project is funded under the ADA-only Community Development Block Grant, the funds will be allocated for the ADA expenses above the \$250,000.00 from the CDBG in order to bring the Sikeston Public Library into compliance with the American Disabilities Act. Mrs. Chitwood seconded the motion. All in favor, none opposed and the motion carried.**

**-This coming Thursday June 6<sup>th</sup> we will be doing the tile project from 1:30pm-3:30pm. Mrs. Caskey needs help at that time. She will also need help at the other dates and times. A sign up sheet was passed around for members to sign-up to help. It was suggested that we have a form for people to fill out the necessary information for our bookkeeping purposes.**

**-Mrs. Cowan has spoken with Kinder Signs about the sign we want to put outside to show the progress of the Fund Raising. It would be 2ftx4ft plastic at a cost of \$70-\$90. She will get a copy of the look for the members at the next meeting.**

**LIBRARIAN**

**-Mrs. Tangeman reported that we will be doing interviews for our shelver vacancies starting Tuesday, June 4, 2013.**

**-Mr. Eifert reported that we received a miscellaneous Grant from the State Library for Collection Development in the amount of \$2656.00. It must be spent on materials relating to the Summer Reading theme.**

**-We are currently working on the job reviews for our employees.**

**OTHER**

**-Dr. Bohannon reported that several of businesses he contacted are looking into donations for the renovation. It may be later in the year before they can commit.**

**ADJOURNMENT**

**Mrs. Caskey made a motion to adjourn and Mrs. Barkett seconded the motion. All in favor, none opposed and the motion carried. The meeting adjourned at 4:50pm.**

# **STRATEGIC PLAN IMPLEMENTATION COMMISSION**

**February 21, 2013  
11:30 A.M.**

Council Chambers  
105 E. Center St.  
Sikeston, MO 63801

## **I. MEETING CALLED TO ORDER**

A meeting of the Strategic Plan Implementation Commission was called to order at 11:35 a.m. by Councilman Depro.

## **II. RECORD OF ATTENDANCE**

Members Attending: Geoff Posegate, Bob Depro, Jesse Bonner and Michael Harris. Rick Lovall and Tom Hedrick were absent.

Staff Attending: City Manager Doug Friend, Governmental Services Director Linda Lowes and Administrative Assistant Rhonda Council.

Guests Attending: Steve McPheeters, Maude Harris, Robin Stoner, Michelle Gilmer and John Neal.

## **III. APPROVAL OF MINUTES**

Minutes of November 29<sup>th</sup>, December 20<sup>th</sup> and January 17<sup>th</sup> were presented for approval. Depro made a motion and Bonner provided a second.

## **IV. ITEMS OF BUSINESS**

- A. Robin Stoner and Michelle Gilmer spoke about the Sikeston R6 Schools 1:1 Initiative. This program is designed to enable every student from K-12 to eventually have an iPad. The initial phase would start with the high school students. They would like the support of the Strategic Plan Commission to help in raising money for this project.
- B. Maude Harris presented information about her community garden efforts. With members from the committee present, she spoke on the work they do to get the garden started and how much goes into the upkeep of this project. All work is volunteer, mainly through local churches, but their main concern is having a water source for the gardens. They want the public to be aware that the garden is free to anyone and welcome any assistance people are willing to give. Also, if there are any empty lots that are available to use for gardening they would like the City to notify them, if possible.
- C. Mentoring program is going well. Eleven members have acquired jobs through this program.
- D. SEMO University will give a presentation to the Executive Academy on how to get out positive messages about Sikeston.
- E. The last meeting of the Executive Academy will be March 8, but will need the task groups to stay together to finish their projects. This

may mean extending the academy for a few more months. Since they did not make the trip to Jefferson City, that money can possibly be used to pay for marketing.

- F. Members of the Strategic Plan Commission will be meeting with members of the BMU board within the next week to discuss the housing issues.

**V. OTHER ITEMS OF BUSINESS**

- No other items of business.

**VI. ADJOURNMENT**

There being no further business to come before the Commission, a motion was made to adjourn. The motion was second and the meeting was adjourned at 1:15 p.m.

Respectfully Submitted,

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Geoff Posegate, Chairman



# **STRATEGIC PLAN IMPLEMENTATION COMMISSION**

**March 21, 2013**

**11:30 A.M.**

Council Chambers  
105 E. Center St.  
Sikeston, MO 63801

## **I. MEETING CALLED TO ORDER**

A meeting of the Strategic Plan Implementation Commission was called to order at 11:40 a.m. by Councilman Posegate.

## **II. RECORD OF ATTENDANCE**

Members Attending: Geoff Posegate and Michael Harris. Rick Lovall, Jesse Bonner, Bob Depro and Tom Hedrick were absent.

Staff Attending: City Manager Doug Friend, Governmental Services Director Linda Lowes and Administrative Assistant Rhonda Council.

Guests Attending: Steve McPheeters

## **III. APPROVAL OF MINUTES**

Minutes of February 21<sup>st</sup> were not approved due the lack of a quorum.

## **IV. ITEMS OF BUSINESS**

- A. Steve McPheeters and Doug Friend updated the group on the meeting with BMU regarding the housing issue. It was suggested that an RFP (Request for Proposal) be put out for landowners and developers to see who would be interested in the proposal for land development. The housing subcommittee would have to make the recommendation to Council for an RFP to be issued. Once the market study is complete for Sikeston, these results could be included with the RFP.
- B. The Executive Academy will have its closing banquet April 18<sup>th</sup> at the Clinton Building. The graduates of this class have been asked to present names to the committee for their replacement. They hope to have the next class ready to start in August or September, having ½ day schedules, with lunch included.
- C. The I-55 Economic Development Corridor group recently met in Jackson. This group would like to see the communities of Sikeston, Jackson, Cape Girardeau and Paragould work together and help promote each other. McPheeters referenced a group in Texas (I-20 Corridor) that is using this same concept. They have no formal agreement; everything is based on an honor system. All information is on their website ([www.I20corridor.com](http://www.I20corridor.com)).
- D. The Sikeston Public Schools would like for each student to eventually have iPads and they want to get the word out to the community for financial assistance. A minimum of \$250,000 is

needed to cover the initial infrastructure expenses. The SPS Foundation would like our help with their fundraising campaign.

**V. OTHER ITEMS OF BUSINESS**

- A mixer will be held Monday, March 25<sup>th</sup> at 4:30 p.m. at the Clinton Building for Colton's and Holiday Inn Express.
- The next Vision Commission Public Forum has been scheduled for Tuesday, April 9<sup>th</sup> at 7:30 a.m., possibly at Susie's. Will need to check and see if Susie's will be available on that day. Items of discussion will be the SPS iPad Initiative, Housing and Mentoring.

**VI. ADJOURNMENT**

There being no further business to come before the Commission, a motion was made to adjourn. The motion was second and the meeting was adjourned at 12:45 p.m.

Respectfully Submitted,

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Geoff Posegate, Chairman

**STRATEGIC PLAN  
IMPLEMENTATION COMMISSION**

**April 18, 2013  
11:30 A.M.**

Council Chambers  
105 E. Center St.  
Sikeston, MO 63801

Meeting cancelled due to public forum meeting held on April 9<sup>th</sup>.

Respectfully Submitted,

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Geoff Posegate, Chairman

**STRATEGIC PLAN  
IMPLEMENTATION COMMISSION**

**May 16, 2013**

**11:30 A.M.**

Council Chambers  
105 E. Center St.  
Sikeston, MO 63801

**I. MEETING CALLED TO ORDER**

A meeting of the Strategic Plan Implementation Commission was called to order at 11:40 a.m. by Councilman Posegate.

**II. RECORD OF ATTENDANCE**

Members Attending: Geoff Posegate, Jon Gilmore and Michael Harris. Rick Lovall, Jesse Bonner, Bob Depro, Jerry Pullen and Tom Hedrick were absent.

Staff Attending: City Manager Doug Friend, Governmental Services Director Linda Lowes and Administrative Assistant Rhonda Council.

Guests Attending: Steve McPheeters, Megan Looney, Brian Self, Mike Bohannon, Beth Johnson, Jim Bucher, Mike Jensen and Steve Burch.

**III. APPROVAL OF MINUTES**

Minutes of February 21, March 21 and April 18 were not approved due the lack of a quorum.

**IV. ITEMS OF BUSINESS**

- A. Mentoring class had great success with its participants. 15 members obtained jobs after completion of the course and there are 80 people on their waiting list.
- B. The results of the housing survey were presented. 392 surveys were completed and turned in. According to the results, most were unlikely to move to Sikeston, but not due to lack of housing. Reasons ranged from they liked where they lived to there is not enough entertainment activities in Sikeston.
- C. The next Leadership Academy is scheduled to begin in either August or September.
- D. Logo designs and ideas were presented by Megan Looney. The marketing committee has suggested that new logos that may help draw attention to Sikeston.

**V. OTHER ITEMS OF BUSINESS**

- No other items of business.

**VI. ADJOURNMENT**

There being no further business to come before the Commission, a motion was made to adjourn. The motion was second and the meeting was adjourned at 12:45 p.m.

Respectfully Submitted,

---

Geoff Posegate, Chairman

# **STRATEGIC PLAN IMPLEMENTATION COMMISSION**

**June 20, 2013  
11:30 A.M.**

Council Chambers  
105 E. Center St.  
Sikeston, MO 63801

## **I. MEETING CALLED TO ORDER**

A meeting of the Strategic Plan Implementation Commission was called to order at 11:35 a.m. by Councilman Posegate.

## **II. RECORD OF ATTENDANCE**

Members Attending: Geoff Posegate, Bob Depro, Jerry Pullen and Rick Lovall (arriving at 11:40). Jesse Bonner, Michael Harris and Jon Gilmore were absent.

Staff Attending: City Clerk Carroll Couch and Administrative Assistant Rhonda Council.

Guests Attending: Steve McPheeters and Vicky Roberts.

## **III. APPROVAL OF MINUTES**

Minutes of February 21, March 21, April 18 and May 16 meetings were not approved due the lack of a quorum.

## **IV. ITEMS OF BUSINESS**

- A. McPheeters gave an overview of the housing issue and how he would like to see a small group of people work with Rural Development to get information out about how to qualify for home ownership through rural development

Posegate has asked Depro to put together an Request for Proposal for landowners and/or developers. This RFP is to see who would be interested in land development in Sikeston with certain guidelines. Once the RFP has been finalized, it would need to go to Council for approval. Posegate has asked to put this on the agenda for the next Council meeting, which will be July 29<sup>th</sup>. We will get the Housing Task Force to meet prior to this meeting. Will get the names on the task force to McPheeters and Posegate.

- B. Lovall presented a proposal on behalf of the Marketing Committee, seeking to get permission to establish a Marketing Task Force. Would like the Strategic Plan Commission to see if any changes need to be made before it is presented to Council for approval. Since there was not a quorum, it will be presented at our next meeting July 18<sup>th</sup>. This item will be tentatively put on the Council agenda for July 29<sup>th</sup> pending the outcome of our next Strategic Plan meeting. In addition to the names on the list, they would like to add Zach Fayette. Money that was left over from the

Executive Academy (\$7,064.03) will be used as seed money for the marketing committee.

- C. The next Executive Academy is scheduled to start around September. They hope to have this group of individuals identified by August.

**V. OTHER ITEMS OF BUSINESS**

- Lambert's Restaurant has plans to install a flat screen television inside and outdoors and they plan to let people advertise their businesses to the 750,000 visitors they have each year. May want to consider utilizing this to promote the good things about Sikeston.

**VI. ADJOURNMENT**

There being no further business to come before the Commission, a motion was made to adjourn. The motion was second and the meeting was adjourned at 12:25 p.m.

Respectfully Submitted,

---

Geoff Posegate, Chairman

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

# **Council Letter**

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Council Letter: 13-08-05

Originating Department: Governmental Services

Subject: RCH Development Presentation on Proposed Senior Housing Project, Sikeston  
Garden Apartments

To the Mayor and City Council:

Attachments:

1. Background Information/Proposal
2. Housing Design for Garden Apartments
3. Resume for Chad Hartle

Action Options:

1. Other action as Council deems appropriate

Background:

Chad Hartle, President of RCH Development, Inc., will be on hand to present his proposal for a 44-unit affordable housing development for seniors over the age of 55. The housing design and background information is attached for your review, along with Mr. Hartle's resume.



# **Sikeston Senior Garden Apartments**

## **Proposed Senior Housing Development**

**RCH Development, INC.**  
**Chad Hartle President**

Sikeston Garden Apartments is a proposed 44 unit affordable housing development for seniors over the age of 55. All units planned will have two bedrooms and be certified by the National Association of Home Builders as energy efficient under their "Green" certification program. The apartments will feature universal design, washers and dryers, ceiling fans, high efficiency HVAC units (either geo-thermal or infinity units), and energy efficient appliances.

Other features and amenities include a community building that will be available to the residents for their use. Examples of functions often promoted by the management company include pot luck dinners, winter celebration parties, Thanksgiving dinners, Halloween parties and birthday celebrations. Residents can also reserve the community area for private parties. The management company coordinates free services for the residents such as blood pressure screening and income tax preparation assistance.

The location for the proposed development is a 4.45 acre site on Virginia Street situated in the heart of the City of Sikeston. This location is immediately adjacent to the Social Security Administration office and close to Central Park, Wal-mart, Walgreens, retail shopping, churches, banks, florists, dry cleaners, restaurants and medical services.

Preliminary market analysis shows an acute shortage of modern, energy efficient and affordable senior housing in Sikeston. There have been only 26 units of affordable housing developed in Sikeston in the past 20 years. With proposed rents of \$395/mo. for spacious two bedroom apartments these units will be quickly absorbed into the market.

My wife, Geneva, and I purchased our first affordable senior housing development in Jackson in 1986. Since that time we have grown our portfolio to include senior housing developments in Jackson, Dexter, Farmington, Cape Girardeau, Perryville, Portageville, Williamsville, Ellsinore and central Missouri. A team effort, the lease-up and management of the property will be performed by Hartle Management Agency, INC. of which Geneva is the President.

Other members of the development team include Kurt Wallace, a veteran architect that has specialized in affordable housing since the 1980's. Construction will be performed by Double Diamond Construction and Development that has over 50 years combined construction experience between myself and my partner Patrick Werner. Other development team members and sub-contractors will be selected based on their performance on other developments and MHDC guidelines. There will be a preference given to businesses in the Sikeston community that meet this criteria.

The financing of this development will be based on the award of state and federal tax credits issued by the Missouri Housing Development Commission. This application will compete with approximately 130 to 140 other applications submitted from nearly every community in the State of Missouri. Since the shortage of funding will only allow for approximately 30 applications to be approved each year community support is vital for success. Many communities in Missouri aggressively support affordable housing developments in their towns which greatly enhances the possibility that their community will receive the funding.

This development is located in Congressman Jason Smith's, State Senator Wayne Wallingford's and State Representative Scott Hodges' districts. I have contacted all of these elected officials and volunteered to meet with them in person to review the details of my application. I expect that they will support this endeavor. The application deadline is September 6<sup>th</sup>.

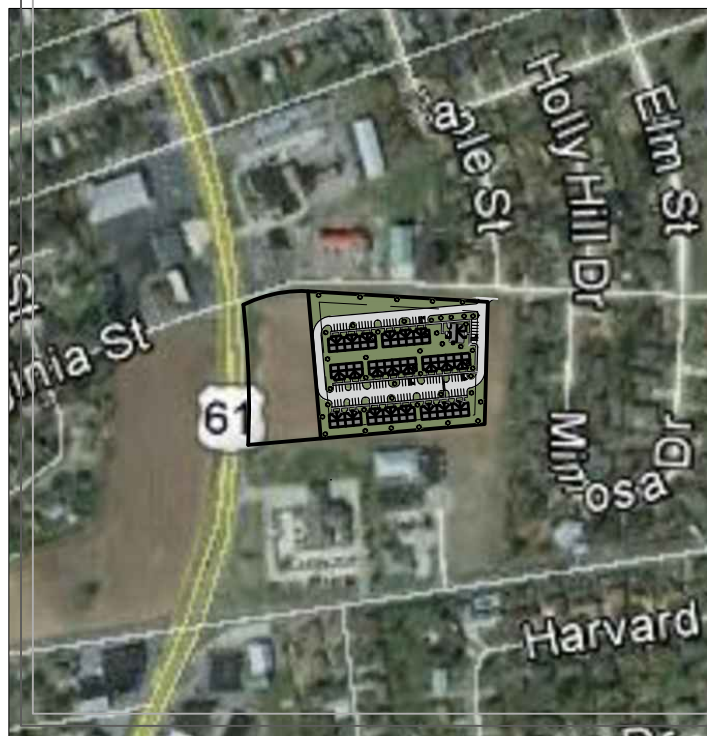
I will be attending the August 5<sup>th</sup> City Council meeting to further explain this proposal and answer questions. At that meeting I will also be asking for a resolution of support from the Council. Please feel free to contact me personally either before or after the Council meeting on my cell phone, 573-576-5433. If this development is successful this is the same cell phone number that you may use to contact me during construction and when the development is operational.

Sincerely,

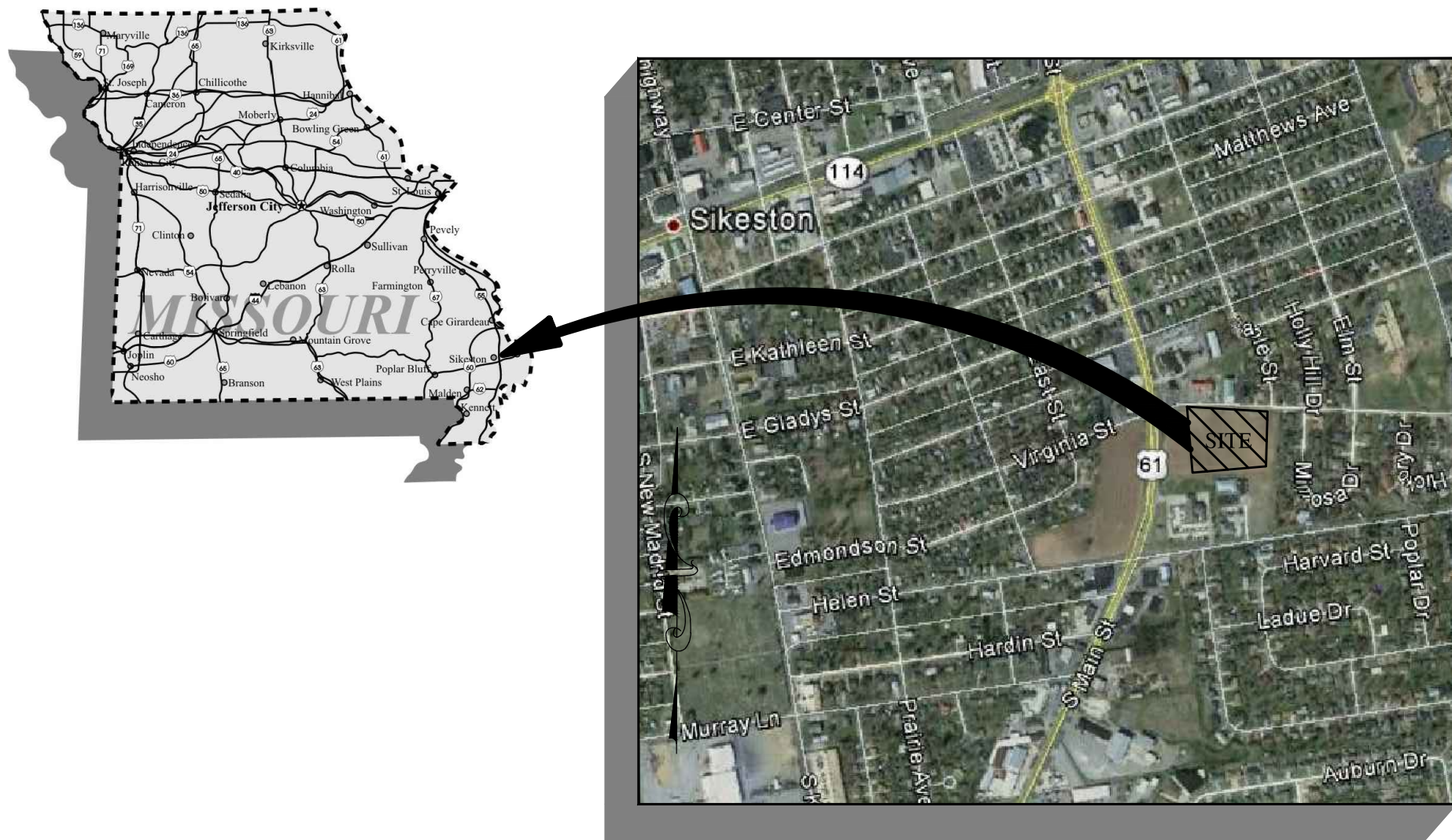
Chad Hartle  
President  
RCH Development, INC.



**SIKESTON GARDEN  
APARTMENTS**  
Sikeston, Missouri



AUGUST 2013



#### GPS WAYPOINT

N 36° 52' 23"

W 89° 34' 36"

## SITE LOCATION MAP

AUGUST 2013

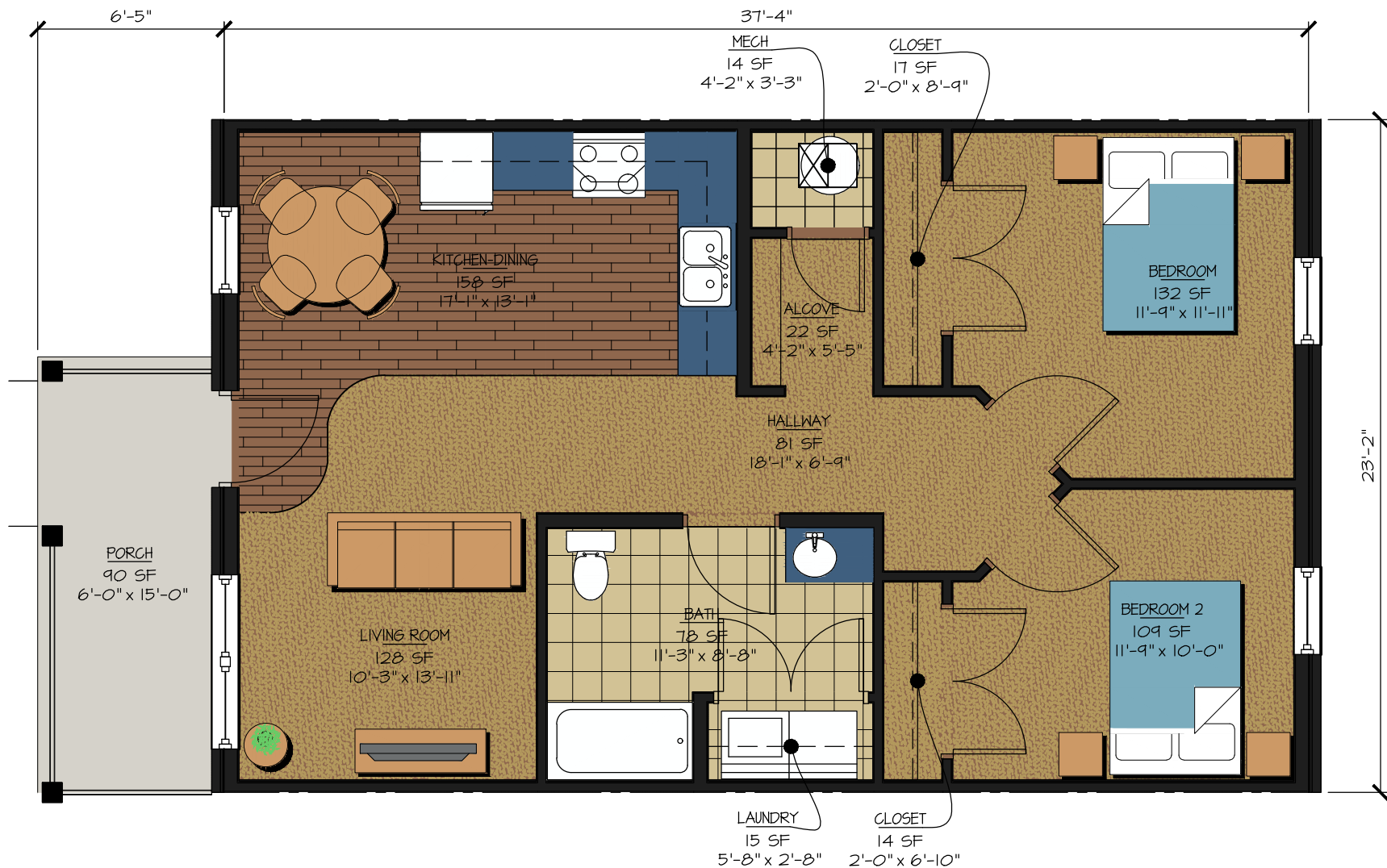




(2) 4-PLEX BUILDINGS = (8) 2-BR APTS.  
(6) 6-PLEX BUILDINGS = (36) 2-BR APTS.  
TOTAL = (44) 2-BR APTS.  
(3) ACCESSIBLE APTS.  
(1) A/V APT.

(1) COMMUNITY BLDG.

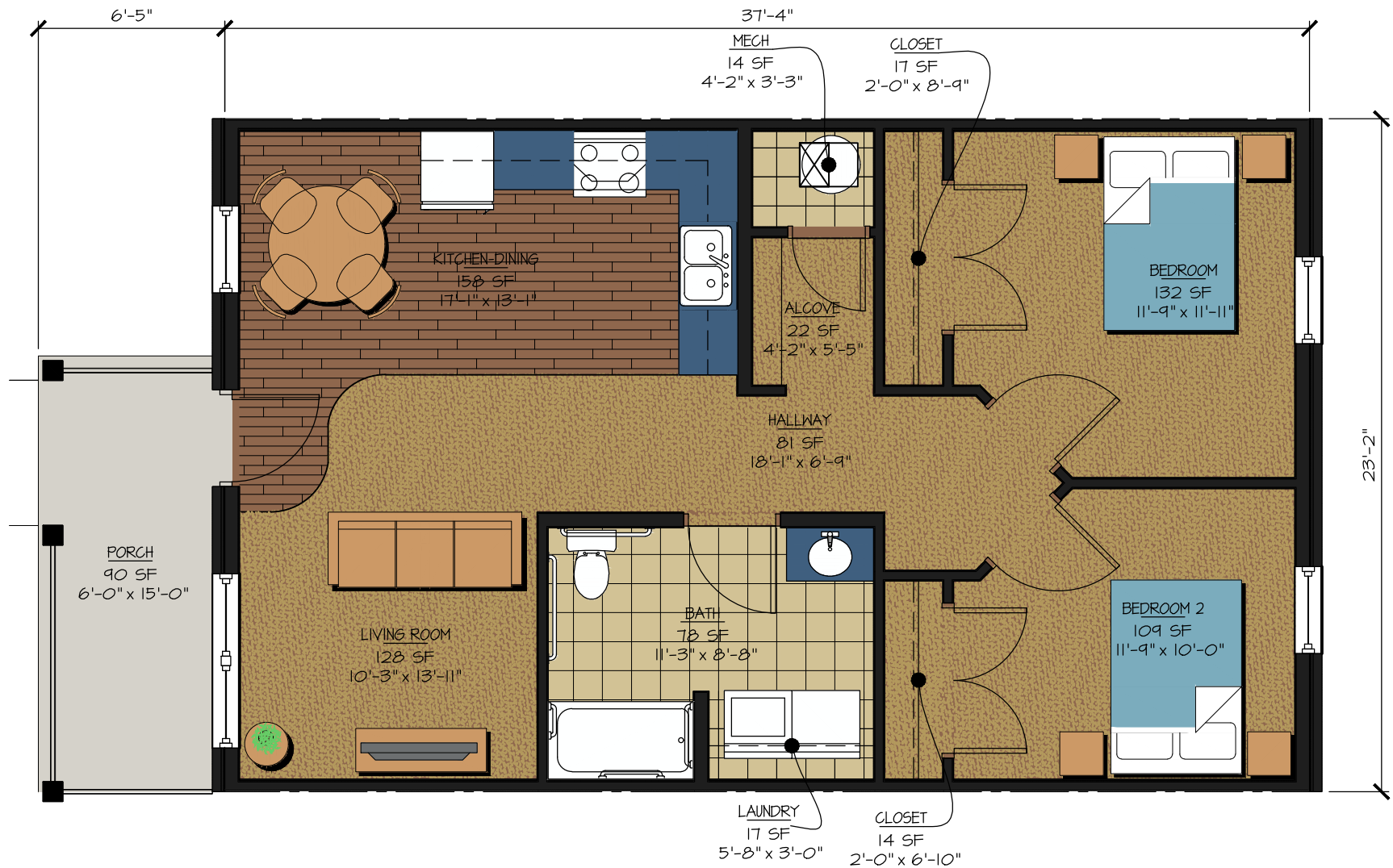
(88) TYPICAL PARKING SPACES  
(4) ACCESSIBLE PARKING SPACES  
(92) TOTAL PARKING SPACES



## TYPICAL 2-BR UNIT

865 SF MEASURED  
OUTSIDE OF STUD WALL  
AND CENTERLINE OF  
PARTY WALL  
SCALE: 3/16" = 1'-0"

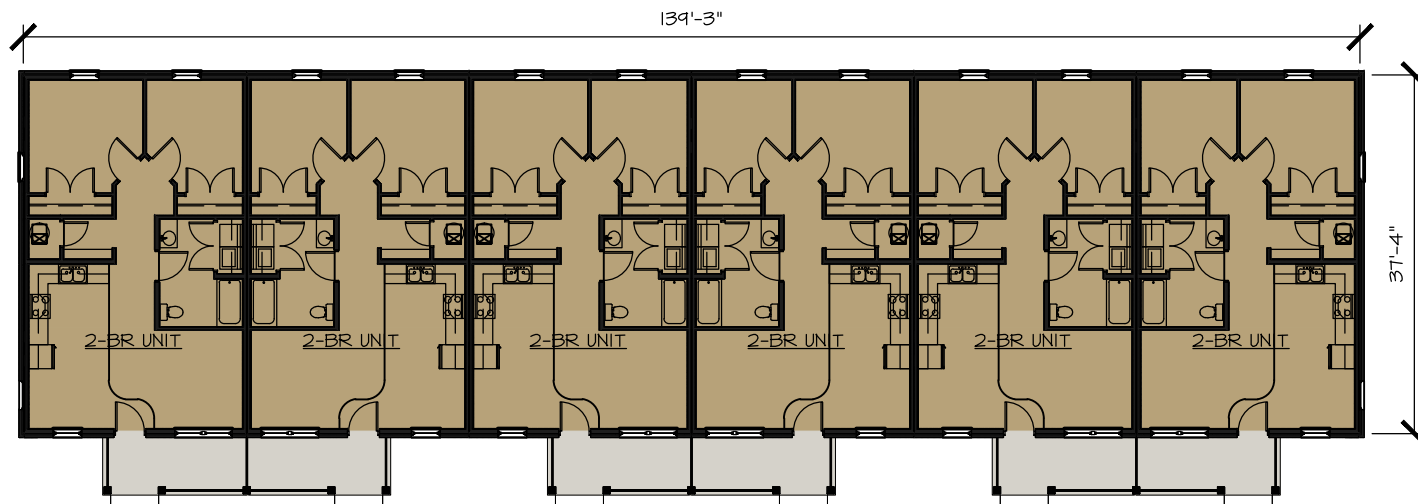
AUGUST 2013



## ACCESSIBLE 2-BR UNIT

865 SF MEASURED  
OUTSIDE OF STUD WALL  
AND CENTERLINE OF  
PARTY WALL  
SCALE: 3/16" = 1'-0"

AUGUST 2013



## 6-PLEX BUILDING

(4-PLEX BUILDING  
SIMILAR)

SCALE: 1" = 20'-0"

AUGUST 2013





1,067 SF GROSS

# COMMUNITY BUILDING

SCALE: 1/8" = 1'-0"

AUGUST 2013



## BUILDING ELEVATION

AUGUST 2013



## COMMUNITY BUILDING ELEVATION

AUGUST 2013

RESUME  
ROBERT "CHAD" HARTLE  
2201 WALTON DR.  
JACKSON, MO. 63755

REAL ESTATE DEVELOPMENT EXPERIENCE:

Started developing real estate in 1990 and have developed over 1000 apartment units in Missouri, Kentucky and Illinois.

CONSTRUCTION EXPERIENCE

General Contractor since 1990 with over \$75,000,000 of construction projects successfully completed to date.

REAL ESTATE MANAGEMENT EXPERIENCE

Real Estate Management experience since 1977 with over 1200 units currently under management.

RELOCATION EXPERIENCE

Successfully completed relocating 500 families in 10 housing properties that were being redeveloped.

EDUCATION:

1986 Missouri Bankers Association, Commercial Lending School in Columbia, Mo.

1984 Dale Carnegie Course on Public Speaking and Human Relations. Awarded Impromptu speaking champion of the class.

1983 American Bankers Association Banking School, Omaha, Nebraska.

1977 Graduated from Southeast Missouri State University with a Bachelor of Science in Marketing Management. Minor in Industrial Arts.

1975 Missouri Real Estate and Appraisal School, Clayton, Mo. Study directed toward the marketing of Real Estate and preparation for the Missouri Real Estate Exam.

## LICENSES

State of Missouri Insurance Brokers Licenses 12/7/89

General Casualty  
Fire and Allied Lines

State of Missouri Insurance Agents Licenses 6/19/80

General Casualty  
Fire and Allied Lines  
Accident and Health  
Credit Life

Missouri Real Estate Commission

Salespersons License (1975)  
Brokers License (1993)

## WORK EXPERIENCE

1977 to present: Owner of RCH Development, Inc. Engaged in the development of conventional apartment complexes, commercial real estate, student housing and Government sponsored apartment programs.

1997 to Present: One of four founders and current Chairman of the Board of Alliance Bank in Cape Girardeau, Sikeston and Oran Missouri. Currently the Bank has \$149,000,000 in assets.

2003 to Present: Partner in Double Diamond Construction and Development. Currently over \$60,000,000 of successfully completed construction projects.

2005 to Present: Managing Member of W.E. Walker-Lakenan Insurance Agency in Cape Girardeau, Jackson, Perryville and Benton, Mo., a full service independent insurance agency.

2007 to Present: President of Swinford and Associates, Inc. a full service Health, Life and Benefit insurance agency in Jackson, Mo.

2008 to Present: Owner of Golden Eagle Construction Company, \$12,575,000 of completed construction projects in Kentucky.

2003 to Present: Partner in Double Diamond Construction and Development which currently has over \$60,000,000 of successfully completed construction projects.

1996 to 2005: Owner of Lakenan Insurance Agency of Jackson, Inc. The agency was originally founded in 1935 making it the oldest Insurance Agency in Jackson, MO. Brokerage of all types of Insurance coverage including Commercial, Home, Auto, Life, Health, and Bonds. Merged with WE Walker Insurance Agency in 2005.

1991 to 1994: Partner in First Century Propane Inc., a retail propane distributorship located in Jackson, Mo.

1989 to 1996, Owner of Exchange Insurance Agency, an Independent Insurance Agency, catering to Bank related products.

1983 to 1990, Jackson Exchange Bank and Trust Co., Jackson, Mo. Vice President in the commercial lending department. Facility Manager 6/84 to 2/86.

1979 to 1983, State Farm Insurance, Jackson, Mo. Office manager. Duties include writing and servicing of Auto, Fire, Health, and Commercial Insurance.

1979 Security Pacific Finance Corporation, Pasadena, Ca. Senior Assistant Manager.

1978 First Crown Financial Corporation, Cape Girardeau, Mo. Assistant Manager.

## ACTIVITIES

2010 to Present, Committee Member of Boy Scout Troop 210, Philmont (2010) and Sea Base (2012) High Adventure participant.

2012 to Present, Uptown Jackson Revitalization Organization Board Member

2008 to Present, Committee Member of Old Town Cape Economic Restructuring Committee

2005 to Present: Member of Cape Girardeau's Housing Board.

2008 to 2011: Board Member of the Cape Girardeau Area Chamber of Commerce.

2007 to Present: Member of the Old Town Cape Economic Restructuring Board. Responsible for implementing the DREAM Initiative for the City of Cape Girardeau as it pertains to economic restructuring in the downtown area.

1990 to 2000 Mo. Council for Rural Housing Development, Board member & Secretary

1996 & 1998 Member of the Rural Development State Task Force to evaluate Management Fees

## ORGANIZATIONS

1983 to present, Educational Investment Club of Cape Girardeau County, past President, board member, and various other offices.

Past member Jackson Merchants Association

1997 to 1999, Otahki Girl Scout Council Board Member

1996 to 2005, member Jackson Industrial Development Board

1996 to 1999, Member City of Jackson Planning and Zoning Commission

Past member Jackson Jaycees

Life Member of Demolay

New McKendree United Methodist Church, Chairman of the Committee on Finance 1989- 1992, member of Continuing Ministries Foundation 1991-2005, Administrative Board Member 1989-2000, Chairman of Building Committee 1992-1996 Chairman of Trustees 1994-1996 Trustees member 1994-2000

Future Business Leaders of America, Past Board member of Booster Club and Scholarship committee.

Cape Girardeau County Gun Club, past Secretary, past Chairman of Executive Committee, past Range Officer.

Cape Girardeau County Combat Pistol Team, past Captain

Travelers Protective Association of America since 1979

Southeast Missouri State University, Copperdome Society member.

Past member of Cape Girardeau County Sheriff's Patrol & Missouri Sheriffs Association

National Rifle Association Life member, NWTF sponsor member, Buckmasters Life Member, Ducks Unlimited sponsor member, Safari Club International, Life Member, Rocky Mountain Elk Foundation, life member.

## PERSONAL

Age: 58

Height: 6'

Weight: 196 pounds

Marital Status: Married, two daughters, one son.

Mailing address:

2201 Walton Drive, Suite A

Jackson, Mo. 63755

Hobbies: Fishing, Hunting, Boating, Jogging, golf,  
and bicycling.

## REFERENCES

Jerry Pullen, Sikeston, Mo.

Randy York, Sikeston, Mo.

Jack Lopp, Sikeston, Mo.

Mike Pobst, Sikeston, Mo.



# HOPE Epidemic Presentation

# Discussion/Consideration of Humane Society Contract Extension

***Briefing:***  
***Establishment of***  
***2013 Tax Rates***

## Council Letter

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Council Letter: 13-08-05

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.

Staff will ask that the City enter into an agreement with MoDOT to continue the necessary procedures to the design phase of the project at the next Council meeting.

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 5<sup>th</sup> day of August 2013.

B. Bill Number 5923 was read the second time and discussed on this 26<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 25, 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

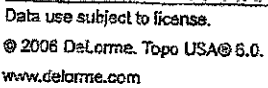
By \_\_\_\_\_  
Title \_\_\_\_\_

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

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

**DELORME**

# PROJECT LOCATION



1" = 4,166.7 ft Date Zoom 12-0

### 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.

[Remainder of Page Intentionally Left Blank]

# Exhibit "C"

FHWA-1273 -- Revised May 1, 2012

## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nons segregated 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 contract). "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.

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**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 (48 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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Council Letter: 13-08-05

Originating Department: Department of Governmental Services

To the Mayor and City Council:

Subject: 2<sup>nd</sup> Reading and Consideration of Bill #5921, Re-adoption of LCRA Redevelopment Plan

Attachment:

1. Bill #5921

Action Options:

1. Approve 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.

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 5921 AUTHORIZING A TEN (10) YEAR EXTENSION OF THE "REDEVELOPMENT PLAN" OF THE LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY ORIGINALLY APPROVED ON OR ABOUT JANUARY 6, 2003.

WHEREAS, The "Redevelopment Plan" approved by the City of Sikeston on or about January 6, 2003, anticipated a 10 year period for the Land Clearance for Redevelopment Authority (hereinafter LCRA) to implement its goals and objections, and

WHEREAS, The LCRA did not receive the anticipated revenues necessary to fully and timely implement said goals and objectives.

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

SECTION I: This Ordinance shall be codified in Chapter 130 of the Sikeston City Code.

SECTION II: The "Redevelopment Plan" is hereby extended an additional ten (10) years to allow the LCRA sufficient time to fully and completely implement its goals and objectives.

SECTION III: Said extension does not constitute a substantial modification of the existing "Redevelopment Plan".

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

SECTION VI: Severability. Should any part or parts of this Ordinance be found or held to be invalid by any court of competent jurisdiction, 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 5921 was introduced and read the first time this 29<sup>th</sup> day of July, 2013.

B. Bill Number 5921 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 \_\_\_\_\_, and Hedrick \_\_\_\_\_,

and Gilmore \_\_\_\_\_,

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

and becoming Ordinance 5921.

C. Ordinance 5921 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

## Council Letter

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Council Letter: 13-08-05

Originating Department: Department of Governmental Services

To the Mayor and City Council:

Subject: 2<sup>nd</sup> Reading and Consideration of Bill #5912, Authorizing Execution of Agreements with MoDOT for BNSF Railroad Crossing Improvements and Safety Upgrades

Attachments:

1. Bill #5912

Action Options:

1. Approve 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: 13-08-05

Originating Department: Department of Public Works

To the Mayor and City Council:

Subject: 2<sup>nd</sup> Reading and Approval of 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. Approve 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 seeks approval of this bill.

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

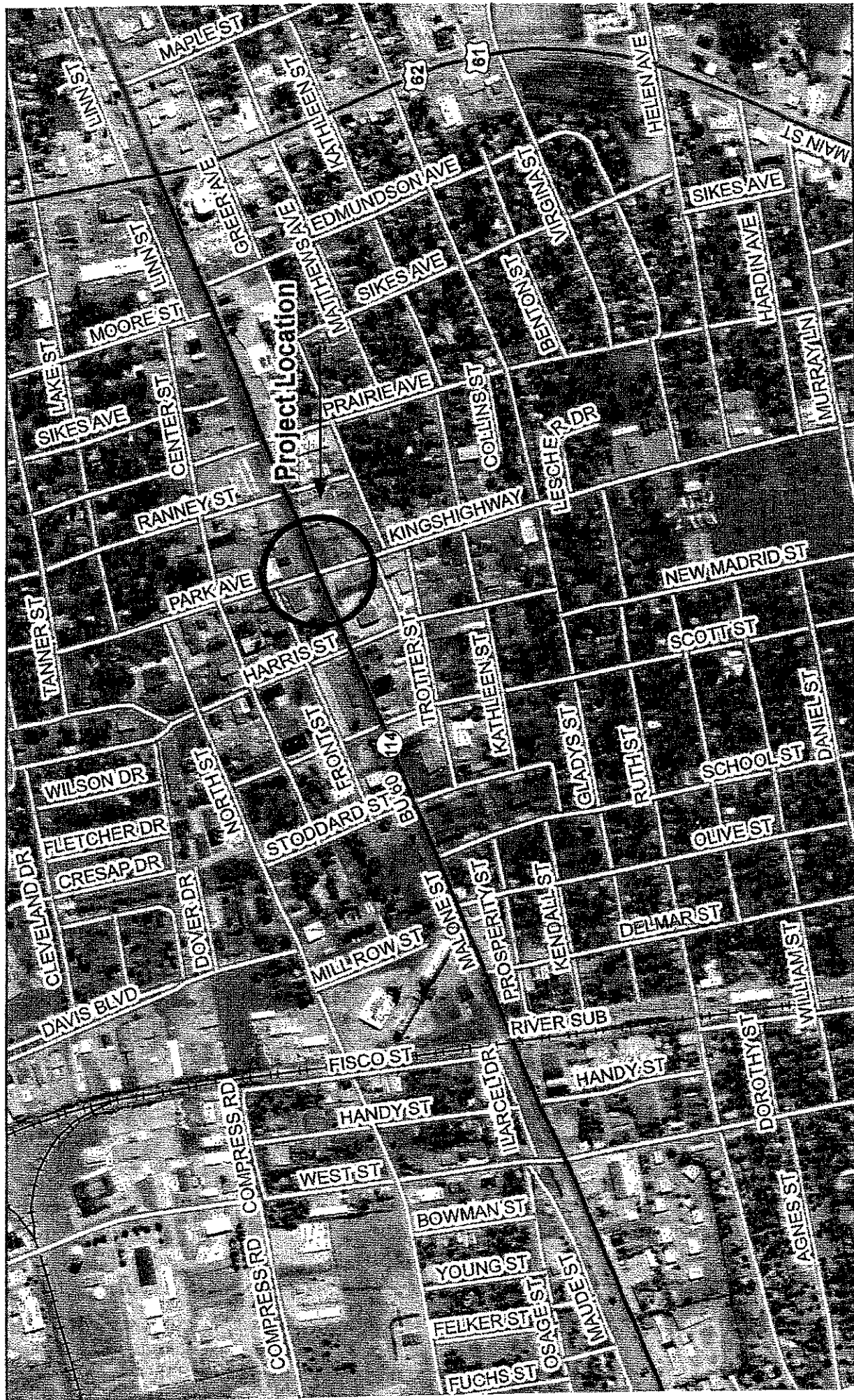


Exhibit A



# 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	Fronsbarger Concrete		Lappe Cement Finishing		R. L. Persons Const.		Nip Kelley Equipment	
			Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
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	\$ 147,974.88	\$60.00	\$ 182,780.00	\$59.71	\$ 181,876.86
2	Concrete Sidewalk	366 SY	\$ 38.00	\$ 13,908.00	\$ 54.40	\$ 19,910.40	\$71.00	\$ 25,986.00	\$55.39	\$ 20,638.74
3	Concrete Curb on Islands & Front St.	481 LF	\$ 20.00	\$ 9,620.00	\$ 34.00	\$ 16,594.00	\$32.00	\$ 15,712.00	\$48.22	\$ 23,576.02
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	\$ 8,568.00	\$11.00	\$ 1,309.00	\$88.31	\$ 9,812.89
6	Cold Milling	2,167 SY	\$ 5.00	\$ 10,785.00	\$ 5.50	\$ 11,953.50	\$5.50	\$ 11,863.50	\$4.85	\$ 10,481.45
7	Bituminous Pavement	248 Ton	\$ 102.00	\$ 25,296.00	\$ 97.00	\$ 24,056.00	\$100.00	\$ 24,800.00	\$100.40	\$ 24,899.20
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	\$ 4,573.00	\$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	\$ 44,187.20	\$ 44,187.20	\$75,000.00	\$ 75,000.00	\$39,856.28	\$ 39,856.28
12	Pavement Markings	1,141 SF	\$ 8.00	\$ 9,128.00	\$ 4.80	\$ 5,478.80	\$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	381 LF	\$ 57.50	\$ 21,907.50	\$ 43.45	\$ 15,885.45	\$46.00	\$ 16,608.00	\$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	\$90.00	\$ 2,820.00	\$281.05	\$ 16,893.00
17	24-inch Steel Casing by Open Cut	28 LF	\$ 90.00	\$ 2,520.00	\$ 120.00	\$ 3,360.00	\$90.00	\$ 2,820.00	\$185.17	\$ 5,184.76
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	\$3,898.47	\$ 70,136.46
19	Ties to Existing Inlets	1 EA	\$ 650.00	\$ 650.00	\$ 750.00	\$ 750.00	\$1,300.00	\$ 1,300.00	\$1,108.98	\$ 1,108.98
20	Sodding	519 SY	\$ 8.00	\$ 4,152.00	\$ 5.30	\$ 2,750.70	\$4.50	\$ 2,335.50	\$60.26	\$ 31,274.84
21	Tree Removal	1 LS	\$ 800.00	\$ 800.00	\$ 880.00	\$ 880.00	\$1,800.00	\$ 1,800.00	\$1,635.17	\$ 1,635.17
22	Traffic Control	1 LS	\$ 8,500.00	\$ 8,500.00	\$ 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	\$ 14,364.00	\$59.00	\$ 12,510.00	\$86.42	\$ 20,248.20
24	Concrete Sidewalk	17 SY	\$ 75.00	\$ 1,275.00	\$ 84.00	\$ 1,428.00	\$85.00	\$ 1,445.00	\$99.94	\$ 1,698.98
25	Truncated Dome Detectable Surface	10 SF	\$ 22.00	\$ 220.00	\$ 61.00	\$ 610.00	\$51.00	\$ 510.00	\$33.00	\$ 330.00
26	18-inch Stormsewer	56 LF	\$ 50.00	\$ 2,800.00	\$ 38.00	\$ 2,128.00	\$55.00	\$ 3,080.00	\$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	\$ 5,486.56
28	24-inch RCP End Sections	2 EA	\$ 850.00	\$ 1,700.00	\$ 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	\$ 990.00	\$ 990.00	\$250.00	\$ 250.00	\$1,043.31	\$ 1,043.31
31	Ties to Existing Inlets	1 EA	\$ 650.00	\$ 650.00	\$ 990.00	\$ 990.00	\$1,300.00	\$ 1,300.00	\$897.88	\$ 897.88
32	Manhole Adjustments	1 EA	\$ 725.00	\$ 725.00	\$ 410.00	\$ 410.00	\$250.00	\$ 250.00	\$982.56	\$ 982.56
TOTAL BID AMOUNT FOR BID INVITATION 13-13:				\$ 438,882.60		\$ 467,198.79		\$ 593,000.00		\$ 702,503.53

BID INV. 13-16: AIRPORT APRON CRACK REPAIR									
Bid Item No.	Bid Item Description	Estimated Quantity	Huff Sealing Corporation		Causley Companies		R. L. Persons Const.		Total
			Unit Price	Total	Unit Price	Total	Unit Price	Total	
1	Airport Apron Crack Repair	8,400 LF	\$1.38	\$11,624.00	\$2.42	\$20,328.00	\$4.00	\$33,600.00	\$7,500.00
2	Airport Apron Construction Signing	1 LS		\$1,313.00		\$670.35			\$7,500.00
TOTAL BID AMOUNT FOR BID INVITATION 13-16:				\$12,937.00		\$20,998.35			\$41,700.00

I, the undersigned, 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: 13-08-05

Originating Department: Department of Governmental Services

To the Mayor and City Council:

Subject: 2<sup>nd</sup> Reading and Approval of 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. Approval of 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.

Staff asks that the City enter into an agreement with MoDOT and approve Bill #5920.

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 LARCEL 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**

**CITY OF SIKESTON**

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

ATTEST: (Commission seal)

ATTEST: (Entity seal, if existing)

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

By \_\_\_\_\_

Title \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

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

By \_\_\_\_\_

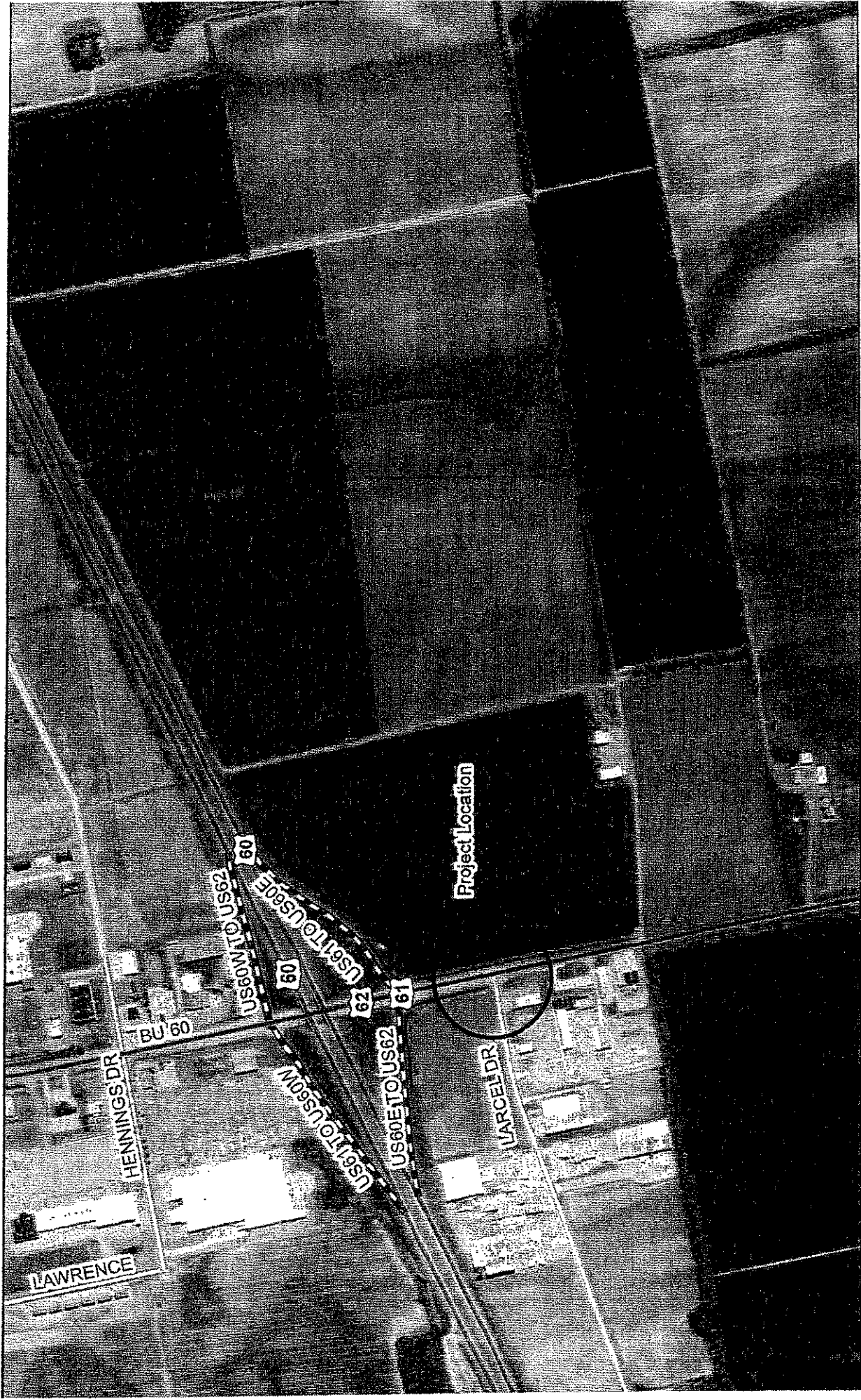
Title \_\_\_\_\_

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

0.1 0.2

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
<b>Total</b>	<b>\$883,766</b>	<b>\$441,883 / \$441,883</b>

### Project Responsibilities:

Design	MoDOT
Right of Way Acquisition	MoDOT
Letting	MoDOT
Inspection	MoDOT

### Financial Responsibilities:

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

**How are overruns and underruns handled?**

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

# **Council Letter**

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Date of Meeting: 13-08-05

Department: Governmental Services

To the Mayor and City Council:

Subject: 2<sup>nd</sup> Reading and Consideration of 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:

1. Approval of Bill #5918
2. Action as Council may deem appropriate.

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.)

Staff seeks approval of this bill. It is being presented as an emergency measure to permit its enactment by the State's statutory implementation date of August 28, 2013.

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

# ***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.R. 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

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.

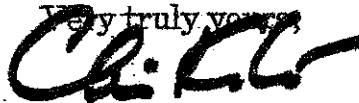
The following year this statute was amended to require the collection of the fee in all civil cases "filed in each circuit court and the divisions thereof, except the municipal and juvenile divisions ... ." § 57.955, RSMo Cum. Supp. 1984. This changed the law so that the municipal court division of the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



CHRIS KOSTER  
Attorney General

# Discussions on DPS Headquarters Dedication Plaque



MUNICIPAL DIVISION REPORTING FORM

I. COURT INFORMATION

Reporting Month/Year [ June, 2013 ]

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

II. MONTHLY CASELOAD INFORMATION

	A/D Traffic	Other	Non-Traffic
A. Cases pending - 1st Month	[ 106 ]	[ 1,221 ]	[ 2,992 ]
B. Cases filed	[ 2 ]	[ 117 ]	[ 146 ]
C. Cases Disposed			
1. Jury Trial	[ 0 ]	[ 0 ]	[ 0 ]
2. Court/Bench Trial -Guilty	[ 0 ]	[ 1 ]	[ 0 ]
3. Court/Bench Trial -Not Guilty	[ 0 ]	[ 0 ]	[ 0 ]
4. Plea of Guilty in Court	[ 0 ]	[ 12 ]	[ 18 ]
5. BF and Viol. Bureau Citations	[ 1 ]	[ 102 ]	[ 106 ]
6. Dismissed by Court	[ 0 ]	[ 5 ]	[ 20 ]
7. Nolle Prosequi	[ 1 ]	[ 7 ]	[ 13 ]
8. Certified for Jury Trial	[ 0 ]	[ 0 ]	[ 0 ]
9. TOTAL CASE DISPOSITIONS	[ 2 ]	[ 127 ]	[ 157 ]
D. Cases pending - End of Month	[ 106 ]	[ 1,211 ]	[ 2,981 ]
E. Trial de Novo - Appeal filed	[ 0 ]	[ 0 ]	[ 0 ]

III. WARRANT INFORMATION

IV. PARKING TICKETS

1. Total Issued	[ 45 ]	Issued [ 0 ]
2. Total Outstanding EOM	[ 427 ]	[ ] No parking tickets

V. NET REVENUE COLLECTED

Fines	[\$ 23,276.58 ]	Revenue Parking	[\$ 0.00 ]
Clerk/Court Fee (Costs)	[\$ 2,264.22 ]	Bond Forf	[\$ 350.00 ]
Peace Officer (POST)	[\$ 558.67 ]	TOTAL REVENUE	[\$ 32,923.08 ]
Crime Victims Comp (CVC)	[\$ 1,396.74 ]		
Law Enf Training (LET)	[\$ 0.00 ]	VI. OTHER COLLECTIONS	
Domestic Viol Shelter	[\$ 372.43 ]		
Inmate Sec Fund	[\$ 368.42 ]	Jud Ed Fund	[\$ 0.00 ]
Restitution	[\$ 4,261.02 ]	[ X] No JEF collection	
Other: _____	[\$ 75.00 ]		

Revised Jan 2005

MUNICIPAL DIVISION REPORTING FORM

I. COURT INFORMATION			
Reporting Month/Year [ July, 2013 ]			
Prepared by [PAT COX	]	Telephone Number ( [573] )	[475-3705]
Municipality [SIKESTON	]	County [SCOTT COUNTY ]	Circuit [33RD ]
Court Location Code [MU5B	]	Number of Court Staff [	3.00]
II. MONTHLY CASELOAD INFORMATION			
	A/D Traffic	Other	Non-Traffic
A. Cases pending - 1st Month	[ 106 ]	[ 1,211 ]	[ 2,981 ]
B. Cases filed	[ 6 ]	[ 187 ]	[ 124 ]
C. Cases Disposed			
1. Jury Trial	[ 0 ]	[ 0 ]	[ 0 ]
2. Court/Bench Trial -Guilty	[ 0 ]	[ 1 ]	[ 0 ]
3. Court/Bench Trial -Not Guilty	[ 0 ]	[ 0 ]	[ 0 ]
4. Plea of Guilty in Court	[ 0 ]	[ 1 ]	[ 13 ]
5. BF and Viol. Bureau Citations	[ 1 ]	[ 118 ]	[ 80 ]
6. Dismissed by Court	[ 0 ]	[ 18 ]	[ 28 ]
7. Nolle Prosequi	[ 1 ]	[ 2 ]	[ 12 ]
8. Certified for Jury Trial	[ 0 ]	[ 0 ]	[ 0 ]
9. TOTAL CASE DISPOSITIONS	[ 2 ]	[ 140 ]	[ 133 ]
D. Cases pending - End of Month	[ 110 ]	[ 1,258 ]	[ 2,972 ]
E. Trial de Novo - Appeal filed	[ 0 ]	[ 0 ]	[ 0 ]
III. WARRANT INFORMATION		IV. PARKING TICKETS	
1. Total Issued	[ 67 ]	Issued [	0 ]
2. Total Outstanding EOM	[ 457 ]	[ ] No parking tickets	
V. NET REVENUE COLLECTED			
Fines	[\$ 15,968.61 ]	Revenue Parking	[\$ 0.00 ]
Clerk/Court Fee (Costs)	[\$ 1,776.91 ]	Bond Forf	[\$ 2,250.00 ]
Peace Officer (POST)	[\$ 443.95 ]	TOTAL REVENUE	[\$ 26,477.65 ]
Crime Victims Comp (CVC)	[\$ 1,109.90 ]	-----	
Law Enf Training (LET)	[\$ 0.00 ]	VI. OTHER COLLECTIONS	
Domestic Viol Shelter	[\$ 295.98 ]		
Inmate Sec Fund	[\$ 295.92 ]	Jud Ed Fund	[\$ 0.00 ]
Restitution	[\$ 4,336.38 ]	[ X] No JEF collection	
Other: _____	[\$ 0.00 ]		
Revised Jan 2005			

**CITY OF SIKESTON**  
**Public Works / Street Division**  
**Man hour report**

Date: 6/24/2013

Through:

7/19/2013

	Job Description	Prior Year	Prior Month	Current Monthly	Year to Date	Overtime
	<b>Street Repairs</b>					
101	Asphalt Street Repair	671	17	21.5	366.5	0
102	Concrete Street Repair	409.5	0	4.5	84.5	0
103	Boxblading Street	21.5	0	0	0	0
104	Sidewalk Replacement	16.5	4.5	0	9.5	0
105	Boxblading Street	0	0	0	0	0
106	Pavement Markings	0	0	0	0	0
107	Alley Maintenance/Trim	169	0	0	5	0
108	Hauling & Placing Chat	171	0	0	280	0
109	Sign Maintenance	992	4	26	464.5	0
110	Downtown Maintenance	67	0	0	37	0
111	Right of Way Mowing	1108	365.5	444	1335	0
	<b>Storm water Management</b>					
112	Snow Removal	36.5	0	0	164	0
113	Leaf Machine	2	0	0	0	0
114	Ditch-basin Mowing/Inspection	230	112.5	74	340	0
115	Storm Sewer Maintenance	157	20.5	7	111	0
116	GIS mapping	45	0	0	104	0
117	Line & Inlet Repair	79.5	0	4	121.5	0
118	Grate Cleaning	634	95	21.5	821.5	0
119	Street Sweeping	586	51.5	12.5	275	0
120	Special Projects(CommunityCleanUp)	176.5	0	0	136	0
121	Compost Operation	0	22	9	240.5	15
	<b>Projects for other Departments</b>					
122	a. Parks	39	4	0	255	0
123	b. Garage	308	13.5	2	610	0
124	c. Planning	0	0	0	0	0
125	d. Animal Shelter	14	0	0	2	0
126	e. Airport	525	107	98	304	0
127	f. Public Safety	35	84	8	96	0
128	g. City Hall	40	0	0	193	0
129	Building Maintenance	159.5	0	40	264	0
130	Grave Digging	28	0	0	41	0
131	Mow Lots	337.5	86	65	249.5	0
132	Mosquito Control	254	0	6	104.5	27
133	Tree & Stump Removal	300	0	4	48	0
134	Miscellaneous	642.5	26	58	112	4
135	community service	0	0	96	262.5	0
		0	0	0	0	0

<b>Total Manhours</b>	<u>1001</u>	<b>Manhours Available</b>	<u>1327</u>	<b>Total Overtime</b>	<u>46</u>
<b>Sick</b>	<u>110</u>	<b>Vacation</b>	<u>152</u>	<b>Personal</b>	<u>8</u>
<b>Suspension</b>	<u>0</u>	<b>Work Comp</b>	<u>0</u>	<b>Funeral</b>	<u>0</u>
<b>Holiday</b>	<u>56</u>				

**CITY OF SIKESTON**  
**Public Works / Street Division**  
**Man hour report**

Date: 5/27/2013

Through: \_\_\_\_\_

6/21/2013

	Job Description	Prior Year	Prior Month	Current Monthly	Year to Date	Overtime
	<b>Street Repairs</b>					0
101	Asphalt Street Repair		22.5	17	345	0
102	Concrete Street Repair		42	0	80	0
103	Boxblading Street		0	0	0	0
104	Sidewalk Replacement		5	4.5	9.5	0
105	Boxblading Street		0	0	0	0
106	Pavement Markings		0	0	0	0
107	Alley Maintenance/Trim		0	0	5	0
108	Hauling & Placing Chat		0	0	280	0
109	Sign Maintenance		4	4	438.5	1.5
110	Downtown Maintenance		0	0	37	0
111	Right of Way Mowing		338.5	365.5	891	0
	<b>Storm water Management</b>					
112	Snow Removal		0	0	164	0
113	Leaf Machine		0	0	0	0
114	Ditch-basin Mowing/Inspection		85.5	112.5	266	0
115	Storm Sewer Maintenance		27.5	20.5	94	0
116	GIS mapping		3	0	104	0
117	Line & Inlet Repair		10	0	117.5	0
118	Grate Cleaning		91	95	800	1
119	Street Sweeping		91	51.5	262.5	0
120	Special Projects(CommunityCleanUp)		136	0	136	0
121	Compost Operation		17	22	231.5	0
	<b>Projects for other Departments</b>					
122	a. Parks		0	4	255	0
123	b. Garage		4	13.5	608	0
124	c. Planning		0	0	0	0
125	d. Animal Shelter		0	0	2	0
126	e. Airport		69	107	206	0
127	f. Public Safety		0	84	88	0
128	g. City Hall		0	0	193	0
129	Building Maintenance		54	0	224	0
130	Grave Digging		0	0	41	0
131	Mow Lots		71.5	86	184.5	0
132	Mosquito Control		28	0	98.5	8
133	Tree & Stump Removal		5	0	44	0
134	Miscellaneous		18	26	54	10
135	community service		0	0	166.5	0
		0	0	0	0	0

<b>Total Manhours</b>	<u>1013</u>	<b>Manhours Available</b>	<u>1264</u>	<b>Total Overtime</b>	<u>20.5</u>
<b>Sick</b>	<u>24</u>	<b>Vacation</b>	<u>171</u>	<b>Personal</b>	<u>0</u>
<b>Suspension</b>	<u>0</u>	<b>Work Comp</b>	<u>0</u>	<b>Funeral</b>	<u>0</u>
<b>Holiday</b>	<u>56</u>				

# August 2013

## Monthly Planner

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday																																																																																				
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# September 2013

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1	2 Labor Day - City Offices Closed  Library Board Meets 4:30 p.m.	3	4	5	6	7																																																																																				
8	9 Housing Authority Board Meets 12:00 p.m.  Park Board Meets 5:15 p.m.  Regular Council Meeting 5:00 p.m.	10 BMU Board Meets 4:00 p.m.  DED Board Meets 11:30 a.m.	11	12	13	14																																																																																				
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