

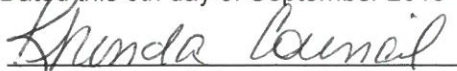
TENTATIVE AGENDAREGULAR CITY COUNCIL MEETING  
SIKESTON CITY HALLMonday, September 10, 2018  
5:00 P.M.

- I. CALL TO ORDER
- II. RECORD OF ATTENDANCE
- III. OPENING PRAYER
- IV. PLEDGE OF ALLEGIANCE
- V. APPROVAL OF CITY COUNCIL MINUTES
  - A. Regular Council Minutes August 6, 2018
  - B. Special Council Minutes August 27, 2018
- VI. ACCEPTANCE OF BOARD AND COMMISSION MINUTES
  - A. Board of Adjustments April 23, 2018
  - B. Friends of the Animal Shelter April 12, 2018
  - C. LCRA May 21, 2018
  - D. Library Board July 09, 2018
  - E. Planning & Zoning May 22, 2018
  - F. Traffic Committee May 02, 2018
- VII. ADVISORY BOARD COUNCIL LIAISON REPORTS
- VIII. ITEMS OF BUSINESS
  - A. 2nd Reading & Consideration Bill #6115, BMU Rate Increase - Electrical
  - B. 2nd Reading & Consideration Bill #6122, BMU Rate Increase - Sanitary Sewer
  - C. 2nd Reading & Consideration Bill #6123, BMU Rate Increase - Water
  - D. Boards & Commission Appointments
  - E. Review of the Final 2017 Underwriting Year Experience Statement Package
  - F. 1st Reading, Bill #6113, Establishing Regulations for Lawful Operations of Golf Carts within the City of Sikeston
  - G. 1st & 2nd Reading Emergency Bill #6121, Approval of State Block Agreement & Airport Layout Plan on Project 18-077B-1
  - H. Monument/Wayfinding Sign Locations
  - I. Award Contract to MUSCO Lighting for Lighting Upgrade
  - J. Briefing: New Madrid County Flood Plain Project
  - K. Approval of Land Lease for Airport Hanger
  - L. Discuss & Authorize Potential Transportation Alternative Program Applications
  - M. Other Items As May Be Determined During the Course of the Meeting
- XI. ADJOURNMENT INTO EXECUTIVE SESSION

Property (RSMo 610.021(2))

X. ADJOURNMENT

Dated this 5th day of September 2018

  
Rhonda Council, Deputy City Clerk

**REGULAR CITY COUNCIL MEETING**  
**MONDAY, AUGUST 6, 2018**

The regular Sikeston City Council meeting of August 6, 2018 was called to order at 5:00 p.m. in the City Council Chambers, located at 105 East Center, Sikeston. Present at the meeting were: Councilmen Steven Burch, Brian Self, Jon Gilmore, Gerald Settles, Mary White-Ross and Karen Evans. Councilman Ryan Merideth was absent. Staff in attendance were: City Manager Jonathan Douglass, City Counselor Chuck Leible, City Clerk Carroll Couch, Deputy City Clerk Rhonda Council, Assistant Public Safety Director James McMillen, Public Works Director Jay Lancaster, Street Superintendent Brian Dial, Parks Director Dustin Care, Senior Code Enforcement Officer Collin Cecil, Code Enforcement Manager Lorenzo Ware and Code Enforcement Officer Bruce Copeland.

**ITEMS OF BUSINESS**

**Award Bid 19-11, Commercial Lawn Sprayer**

Parks and Recreation Department received bids from two companies for a 2018 zero turn Z Spray Z-Max Sprayer. Advanced Turf Solutions submitted a bid of \$12,050 and Site One Landscape Supply submitted a bid of \$11,145.

Councilman Gilmore moved to authorize the purchase of a commercial lawn sprayer from Site One Landscape Supply in the amount of \$11,145. The motion was seconded by Councilman Self and the following vote recorded:

Gilmore Aye, Merideth Absent, Self Aye, Settles Aye, Evans Aye,  
White-Ross Aye, and Burch Aye, thereby being passed.

**2<sup>nd</sup> Reading & Consideration of Bill #6106, Modification of Property Maintenance Penalty - Tall Grass**

Councilman Settles moved for the second reading of Bill Number 6106. The motion was seconded by Councilwoman White-Ross and the following vote recorded:

Gilmore Aye, Merideth Absent, Self Aye, Settles Aye, Evans Aye,  
White-Ross Aye, and Burch Aye, thereby being passed.

Counselor Leible presented the bill for reading.

BILL Number 6106

ORDINANCE Number 6106

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6106 AND SHALL AMEND TITLE V, CHAPTER 500. ARTICLE X – ADDITIONAL PROPERTY MAINTENANCE REGULATIONS IN THE MUNICIPAL CODE OF THE CITY OF SIKESTON, MISSOURI.

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

**SECTION I:** This Ordinance shall be codified in the City Municipal Code.

**SECTION II:** Section 500.750 Weeds – Vegetation, City May Cause Removal (A); shall be amended by changing the following:

From time to time debris including: weed cuttings, cut and fallen trees and shrubs, overgrown vegetation and noxious weeds (which are more than ten (10) inches in height), rubbish and trash, lumber not piled or stacked twelve (12) inches off the ground, rocks or bricks, tin, steel, parts of derelict cars or trucks, broken furniture, flammable material and material which is unhealthy or unsafe are left or permitted to remain on lots and land within the City.

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 6106 was introduced and read the first time this 30<sup>th</sup> day of July, 2018.
- B. Bill Number 6106 was read the second time and discussed this 6<sup>th</sup> day of August, 2018. Councilman Settles moved to approve Bill Number 6106. The motion was seconded by Councilman Gilmore, discussed and the following roll call vote recorded:

Gilmore Aye, Merideth Absent, Self Aye, Settles Aye, Evans Aye,  
White-Ross Aye, and Burch Aye, thereby being passed,  
and becoming ordinance 6106.

2nd Reading, Bill #6110, Replat of the Villas at Arbor Walk Subdivision

Councilman Self moved for the second reading of Bill Number 6110. The motion was seconded by Councilwoman Evans and the following vote recorded:

Gilmore Aye, Merideth Absent, Self Aye, Settles Aye, Evans Aye,  
White-Ross Aye, and Burch Aye, thereby being passed.

Counselor Leible presented Bill Number 6110 for reading.

BILL Number 6110

ORDINANCE Number 6110

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6110\_PROVIDING FOR APPROVAL OF THE REPLAT OF THE VILLAS AT ARBOR WALK SUBDIVISION TO THE CITY OF SIKESTON, NEW MADRID COUNTY, MISSOURI AND WHICH IS LOCATED ON AUBURN DRIVE.

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

SECTION I: This Ordinance shall not be codified in the City Municipal Code.

SECTION II: The Planning and Zoning Commission met on July 10, 2018 and passed a favorable recommendation to approve the replat of the Villas at Arbor Walk Subdivision to the City of Sikeston, New Madrid County, Missouri and which is located on Auburn Drive, the plat of which is attached hereto, marked Exhibit "A" and incorporated by reference.

SECTION III: Aforesaid replat is accepted and approved subject to its recording in New Madrid County, Missouri and full compliance with the building codes and housing ordinances of the City of Sikeston, Missouri, and in the event the provision of aforesaid codes of this City conflict with said replat, the Code shall be determinative.

SECTION IV: Aforesaid replat is accepted subject to full compliance with the stormwater management plan.

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

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

SECTION VII: Record of Passage

- A. Bill Number 6110 was introduced and read the first time this 30<sup>th</sup> day of July 2018.
- B. Bill Number 6110 was read the second time and discussed this 6<sup>th</sup> day of August, 2018. Councilman Self moved to approve Bill Number 6110. The motion was seconded by Councilwoman Evans, discussed and the following roll call vote recorded:

Gilmore Aye, Merideth Absent, Self Aye, Settles Aye, Evans Aye,  
White-Ross Aye, and Burch Aye, thereby being passed,  
and becoming ordinance 6110.

2nd Reading, Bill #6111, Rezoning Property Located South of Colonel George E. Day Parkway & North of US Highway 60 from "AG" Agriculture to "R-4" Two Family Dwellings

Councilman Self moved for the second reading of Bill Number 6111. The motion was seconded by Councilwoman Evans and the following vote recorded:

Gilmore Aye, Merideth Absent, Self Aye, Settles Aye, Evans Aye,  
White-Ross Aye, and Burch Aye, thereby being passed.

Counselor Leible presented Bill Number 6111 for reading.

BILL Number 6111

ORDINANCE Number 6111

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6111 PROVIDING FOR THE REZONING FROM AGRICULTURE "AG" TO TWO FAMILY DWELLING "R-4" THE FOLLOWING DESCRIBED REAL ESTATE TO-WIT: A TRACT OF LAND, WHICH CONSISTS OF APPROXIMATELY 5.584 ACRES AND IS LOCATED GENERALLY SOUTH OF COLONEL GEORGE E DAY PARKWAY AND NORTH OF U.S. HIGHWAY 60, IN THE CITY OF SIKESTON, NEW MADRID COUNTY, MISSOURI.

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

SECTION I: This Ordinance shall not be codified in the City Municipal Code.



SECTION II: The Planning and Zoning Commission met on July 10, 2018 and voted to approve the rezoning from Agriculture "AG" to Two Family Dwelling "R-4" the following described real estate to-wit: A tract of land, which consists of approximately 5.584 acres and is located generally South of Colonel George E Day Parkway and North of U.S. Highway 60 in the City of Sikeston, New Madrid County, Missouri.

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

SECTION IV: The above tract of land is hereby rezoned from "AG" Agriculture to "R-4" Two Family Dwelling.

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

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

SECTION VII: Record of Passage

- A. Bill Number 6111 was introduced and read the first time this 30th day of July 2018.
- B. Bill Number 6111 was read the second time and discussed this 6<sup>th</sup> day of August, 2018. Councilman Settles moved to approve Bill Number 6111. The motion was seconded by Councilman Gilmore, discussed and the following roll call vote recorded:

Gilmore Aye, Merideth Absent, Self Aye, Settles Aye, Evans Aye,  
White-Ross Aye, and Burch Aye, thereby being passed,  
and becoming ordinance 6111.

2nd Reading, Bill #6112, Proposed Wing Lake Estates, 3rd Addition Subdivision

Councilwoman White-Ross moved for the second reading of Bill Number 6112. The motion was seconded by Councilwoman Evans and the following vote recorded:

Gilmore Aye, Merideth Absent, Self Aye, Settles Aye, Evans Aye,  
White-Ross Aye, and Burch Aye, thereby being passed.

Counselor Leible presented Bill Number 6112 for reading.

BILL Number 6112

ORDINANCE Number 6112

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6112 PROVIDING FOR APPROVAL OF SUBDIVIDING AN 5.584 ACRE TRACT OR PARCEL OF LAND BEING KNOWN AS WING LAKE ESTATES, 3<sup>RD</sup> ADDITION SUBDIVISION, CITY OF SIKESTON, NEW MADRID COUNTY, MISSOURI, AND WHICH GENERALLY LIES SOUTH OF COLONEL GEORGE E DAY PARKWAY AND NORTH OF U.S. HIGHWAY 60.

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

SECTION I: This Ordinance shall not be codified in the City Municipal Code.

SECTION II: The Planning and Zoning Commission met on July 10, 2018 and passed a favorable recommendation to approve the subdividing of a tract or parcel of land the plat of which is attached hereto, marked Exhibit "A" and incorporated by reference and legally described as follows and known as Wing Lake Estates, 3<sup>rd</sup> Addition:

" A tract or parcel of land being a part of U.S.P.S. 643, Township 26 North, Range 14 East, New Madrid County, Missouri and being further described by metes and bounds as follows: Commencing at the Northwest corner of Lot 9 of "Wing Lake Estates, 2nd Addition" to the City of Sikeston, New Madrid County, Missouri as recorded in the office of the Recorder of Deeds, New Madrid County, Missouri in Plat Book 7 on Page 158 for the point of beginning; thence S 42°13'06" E along the West line thereof a distance of 170.00 feet; thence N 47°46'54" E along said line a distance of 5.30 feet to the Northwest corner of Lot 8 of said Addition; thence S 42°19'14" E along the West line thereof a distance of 216.04 feet to the Southwest corner of said "Wing Lake Estates, 2nd Addition", being on the North right-of-way line of U.S. Highway 60; thence S 64°41'04" W along said right-of-way line a distance of 1027.41 feet to Highway Station 1169+00, 125'LT; thence S 65°59'10" W along said right-of-way line a distance of 279.51 feet to the Southwest corner of Lot 2, Block 3 of South Ridge Estates, 20th Addition to the City of Sikeston, New Madrid County, Missouri as recorded in the office of the Recorder of Deeds, New Madrid County, Missouri in Plat Book 7 on Page 145; thence N 47°46'54" E along the South line of said Addition and South line of the Wing Elementary School tract a distance of 1242.86 feet to the point of beginning and containing 5.584 acres, more or less. Subject to any and all easements and rights-of-way, if any, affecting the same".

SECTION III: Said plat and subdivision is accepted and approved subject to full compliance with all applicable building and other codes and the stormwater management plan.

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

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

SECTION VI: Record of Passage

- A. Bill Number 6112 was introduced and read the first time this 30th day of July, 2018.
- B. Bill Number 6112 was read the second time and discussed this 6<sup>th</sup> day of August, 2018. Councilman Self moved to approve Bill Number 6112. The motion was seconded by Councilman Gilmore, discussed and the following roll call vote recorded:

Gilmore Aye, Merideth Absent, Self Aye, Settles Aye, Evans Aye,  
White-Ross Aye, and Burch Aye, thereby being passed,  
and becoming ordinance 6112.

Other Items1st Reading, Bill #6114, Authorization to Enter into Option to Purchase Real Estate on Behalf of BMU

Councilman Settles moved for the first reading of Bill Number 6114. The motion was seconded by Councilman Self and the following vote recorded:

Gilmore Aye, Merideth Aye, Self Absent, Settles Aye, Evans Aye,  
White-Ross Aye, and Burch Absent, thereby being passed.

Counselor Leible presented Bill Number 6114 for reading. This bill as approved shall be come Ordinance Number 6114 an ordinance authorizing the City of Sikeston, Missouri to enter into a certain option to purchase real estate.

The Board of Municipal Utilities seeks approval from the City of Sikeston to execute an option to purchase certain property from David K. Lape Farms for future well and water treatment plant needs.

**ADJOURNMENT**

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

Gilmore Aye, Merideth Absent, Self Aye, Settles Aye, Evans Aye,  
White-Ross Aye, and Burch Aye, thereby being passed.

APPROVED:

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STEVEN BURCH, MAYOR

ATTEST:

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CARROLL L. COUCH, CITY CLERK

SEAL:

**SPECIAL CITY COUNCIL MEETING**  
**MONDAY, AUGUST 27, 2018**

The special Sikeston City Council meeting of August 27, 2018 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 Steven Burch and Councilmen Brian Self, Gerald Settles, Mary White-Ross, Karen Evans and Ryan Merideth. Councilman Jon Gilmore was absent. Staff in attendance were: City Manager Jonathan Douglass, City Counselor Chuck Leible, City Clerk Carroll Couch, City Treasurer Karen Bailey, Deputy City Clerk Rhonda Council, Public Safety Director Mike Williams, Public Works Director Jay Lancaster, Street Superintendent Brian Dial, Parks Director Dustin Care and Senior Building Official Collin Cecil.

**ITEMS OF BUSINESS**

**1st Reading, Bill #6115, BMU Rate Increase - Electrical**

Councilman Settles moved for the first reading of Bill Number 6115. The motion was seconded by Councilman Self and the following vote recorded:

Gilmore Absent, Merideth Aye, Self Aye, Settles Aye, Evans Aye,  
White-Ross Aye, and Burch Aye, thereby being passed.

Counselor Leible presented Bill Number 6115 for reading, this bill as adopted shall become Ordinance Number 6115 authorizing and establishing electrical charges and rates for the City of Sikeston.

Rick Landers, Board of Municipal Utilities General Manager along with a representative from the consulting firm Utility Financial Solutions, LLC presented to Council a presentation showing comparisons to other communities in Missouri and our rates are among the lowest in the state. Due to upgrades needed to essential equipment, along with bond obligations, rate increases are needed for electrical, sanitary sewer and water.

Councilman Merideth left the meeting at 12:16 p.m.

**1st Reading, Bill #6122, BMU Rate Increase - Sanitary Sewer**

Councilman Settles moved for the first reading of Bill Number 6122. The motion was seconded by Councilwoman Evans and the following vote recorded:

Gilmore Absent, Merideth Absent Self Aye, Settles Aye, Evans Aye,  
White-Ross Aye, and Burch Aye, thereby being passed.

Counselor Leible presented Bill Number 6122 for reading, this bill as adopted shall become Ordinance Number 6122 authorizing and establishing sanitary sewer charges and rates for the City of Sikeston.

Councilman Self left the meeting at 12:17 p.m.

1<sup>st</sup> Reading, Bill #6123, BMU Rate Increase - Water

Councilwoman Evans moved for the first reading of Bill Number 6123. The motion was seconded by Councilman Settles and the following vote recorded:

Gilmore Absent, Merideth Absent, Self Absent, Settles Aye, Evans Aye, White-Ross Aye, and Burch Aye, thereby being passed.

Counselor Leible presented Bill Number 6123 for reading, this bill as adopted shall become Ordinance Number 6123 authorizing and establishing water charges and rates for the City of Sikeston.

2nd Reading Bill #6114, Authorization to Enter Into An Option to Purchase Real Estate on Behalf of BMU

Councilwoman Evans moved for the second reading of Bill Number 6114. The motion was seconded by Councilwoman White-Ross and the following vote recorded:

Gilmore Absent, Merideth Absent, Self Absent, Settles Aye, Evans Aye, White-Ross Aye, and Burch Aye, thereby being passed.

Counselor Leible presented Bill Number 6114 for reading.

BILL NUMBER 6114

ORDINANCE NUMBER 6114

AN ORDINANCE AUTHORIZING THE CITY OF SIKESTON, MISSOURI TO ENTER INTO A CERTAIN OPTION TO PURCHASE REAL ESTATE.

WHEREAS, the City Council finds and determines that it is necessary and desirable to execute an option to purchase from David K. Lape Farms, Inc. certain property for future well and water treatment plant needs for the Board of Municipal Utilities and to approve the execution of certain documents herein.

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

SECTION I: Authorization of Documents. The City is hereby authorized to enter into the following documents (the "City Documents"), in substantially the form presented to the City Council and attached to this Ordinance, with such changes therein as are approved by the officials of the City executing the documents, such officials' signatures thereon being conclusive evidence of their approval thereof:

(a) Option to Purchase Real Estate (Exhibit "A").

SECTION II: Execution of Documents. Upon the transfer of all funds necessary and proper to comply with the terms of the Option to Purchase Real Estate and associated documents by the Board of Municipal Utilities to the City of Sikeston, the Mayor is hereby authorized to execute the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized to attest to and affix the seal of the City to the City Documents and such other documents, certificates and

instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION III. Further Authority. The City shall, and the officials, agents and employees of the City are hereby authorized to, take such further action, and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the City Documents.

SECTION IV. Any other ordinance or parts thereof inconsistent herewith are hereby repealed.

SECTION V. 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 continue in full force and effect.

SECTION VI: Record of Passage:

- A. Bill Number 6114 was introduced and read the first time this 6<sup>th</sup> day of August, 2018.
- B. Bill Number 6114 was read the second time and discussed on this 27<sup>th</sup> day of August, 2018. Councilman Settles moved to approve Bill Number 6114. The motion was seconded by Councilwoman White-Ross, discussed and the following roll call vote recorded:

Gilmore Absent, Merideth Absent, Self Absent, Settles Aye, Evans Aye,  
White-Ross Aye, and Burch Aye, thereby being passed.

Councilman Merideth was present via electronic device at 12:37 p.m.

#### **PUBLIC HEARING - ESTABLISHMENT OF 2018 MUNICIPAL TAX LEVY**

Councilman Settles moved to open the Public Hearing for discussions on the 2018 Municipal Tax Levy. The motion was seconded by Councilwoman Evans and the following vote recorded:

Gilmore Absent, Merideth Aye, Self Absent, Settles Aye, Evans Aye,  
White-Ross Aye, and Burch Aye, thereby being passed.

No comments from the public were heard. City Clerk Carroll Couch gave an overview on the 2018 Property Tax Rates for the City of Sikeston. Councilman Settles moved to close the Public Hearing. The motion was seconded by Councilwoman Evans and the following vote recorded:

Gilmore Absent, Merideth Aye, Self Absent, Settles Aye, Evans Aye,  
White-Ross Aye, and Burch Aye, thereby being passed.

#### **ITEMS OF BUSINESS**

##### **1st & 2nd Reading, Emergency Bill #6109, Establishment of 2018 Municipal Tax Levy**

Councilwoman White-Ross moved for the first reading of Bill Number 6109. The motion was seconded by Councilman Merideth and the following vote recorded:

Gilmore Absent, Merideth Aye, Self Absent, Settles Aye, Evans Aye, White-Ross Aye, and Burch Aye, thereby being passed.

Counselor Leible presented Bill Number 6109 for reading an emergency bill which upon adoption and passage shall become Ordinance Number 6109, an ordinance fixing the rate of taxation on all taxable property in the City of Sikeston, Missouri for the fiscal year 2018-2019.

Due to requirements of the State of Missouri, this ordinance will become effective upon its passage.

Councilwoman Evans moved for the second reading of Bill Number 6109. The motion was seconded by Councilwoman White-Ross and the following vote recorded:

Gilmore Absent, Merideth Aye, Self Absent, Settles Aye, Evans Aye, White-Ross Aye, and Burch Aye, thereby being passed.

Counselor Leible presented the bill for a second reading.

BILL Number 6109

ORDINANCE Number 6109

AN EMERGENCY BILL, WHICH UPON ADOPTION AND PASSAGE, SHALL BECOME ORDINANCE NUMBER 6109, AN ORDINANCE FIXING THE RATE OF TAXATION ON ALL TAXABLE PROPERTY IN THE CITY OF SIKESTON, MISSOURI, FOR THE FISCAL YEAR 2018-2019.

WHEREAS, the Sikeston City Council held a public hearing in accordance with Section 67.110 RSMO prior to the adoption of the City's 2018-2019 Tax Rate.

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Sikeston, Missouri, as follows:

Section I. This ordinance will not be codified in the Municipal Code Book of the City of Sikeston.

Section II. That for the purpose of maintaining a general fund, there is hereby levied a tax rate of forty-one and thirty-five thousandths cents (\$.4135) per one hundred dollars (\$100.00) of assessed valuation on all taxable property in the City of Sikeston, Missouri, for the year 2018-2019.

Section III. That for the purpose of maintaining a public library fund, there is hereby levied a tax rate of two thousandths cents (\$.2000) per one hundred dollars (\$100.00) of assessed valuation on all taxable property in the City of Sikeston, Missouri, for the year 2018-2019.

Section IV. That for the purpose of maintaining public parks, there is hereby levied a tax rate of eighteen and two thousandths cents (\$.1802) per one hundred dollars (\$100.00) of assessed valuation on all taxable property in the City of Sikeston, Missouri, for the year 2018-2019.

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



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

Section VII. Emergency Clause: Due to requirements of the State of Missouri, this ordinance will become effective upon its passage.

Section VIII. Record of Passage:

- A. Bill Number 6109 was introduced to Council and read the first time this 27<sup>th</sup> day of August 2018.
- B. Bill Number 6109 was read the second time and discussed on this 27<sup>th</sup> day of August, 2018. Councilman Settles moved to approve Bill Number 6109. The motion was seconded by Councilwoman Evans, discussed and the following roll call vote recorded:

Gilmore Absent, Merideth Aye, Self Absent, Settles Aye, Evans Aye, White-Ross Aye, and Burch Aye, thereby being passed.

Councilman Merideth was excused from the meeting via electronic device at 12:44 p.m.

Operation of Golf Carts on City Streets

Following review of State statutes, other city ordinances and discussions with Public Safety and Public Works management, City Manager Douglass presented an outline for a new ordinance for Sikeston. After review and comments from Council, Staff was directed to draft an ordinance and present it at the next meeting.

Resolution 18-08-01, Authorizing Emergency Demolition of Four Structures

This resolution authorizes the emergency demolition of four structures found to be health and safety hazards in the City of Sikeston.

RESOLUTION 18-08-01

A RESOLUTION OF THE CITY OF SIKESTON, MISSOURI, AUTHORIZING EMERGENCY DEMOLITION OF FOUR STRUCTURES FOUND TO BE HEALTH AND SAFETY HAZARDS IN THE CITY OF SIKESTON

WHEREAS, the health, safety and welfare of our citizens and their neighborhoods is a priority purpose of our municipality, and

WHEREAS, unsafe and dilapidated structures pose a threat to the health, safety and welfare of our citizens and constitute a public nuisance.

NOW, THEREFORE, BE IT RESOLVED that the following structures constitute a public nuisance:

315 Alabama	Sikeston, MO 63801
402 William	Sikeston, MO 63801
309 Jaycee	Sikeston, MO 63801
1510 W North	Sikeston, MO 63801

BE IT FURTHER RESOLVED that since said structures pose an immediate danger to the health, safety and welfare of our citizens, the City is authorized to take emergency measures to demolish and/or remove said structures and assess the costs of such measures personally against the owners of said real estate and as a lien on the real estate.

Councilwoman White-Ross moved to adopt Resolution 18-08-01, authorizing the demolition of four structures in the City of Sikeston. The motion was seconded by Councilwoman Evans and the following roll call vote was recorded:

Gilmore Absent, Merideth Absent, Self Absent, Settles Aye, Evans Aye, White-Ross Aye, and Burch Aye, thereby being passed.

1<sup>st</sup> Reading, Bill #6116, 4-Way Stop Sign at Wakefield & N. Ranney

Councilman Settles moved for the first reading of Bill Number 6116. The motion was seconded by Councilwoman White-Ross and the following vote recorded:

Gilmore Absent, Merideth Absent, Self Absent, Settles Aye, Evans Aye, White-Ross Aye, and Burch Aye, thereby being passed.

Counselor Leible presented Bill Number 6116 for reading, this bill as approved shall become Ordinance Number 6116 and shall amend Title III, Chapter 300, Schedule III, Table III-A of the Uniform Traffic Code establishing additional traffic control measures within the City of Sikeston, Missouri.

1<sup>st</sup> Reading, Bill #6117, Stop Sign at Glacier & Yellowstone

Councilman Settles moved for the first reading of Bill Number 6117. The motion was seconded by Councilwoman Evans and the following vote recorded:

Gilmore Absent, Merideth Absent, Self Absent, Settles Aye, Evans Aye, White-Ross Aye, and Burch Aye, thereby being passed.

Counselor Leible presented Bill Number 6117 for reading. This bill as approved shall become Ordinance Number 1667 and shall amend Title III, Chapter 300, Schedule III, Table III-A of the Uniform Traffic Code establishing additional traffic control measures within the City of Sikeston, Missouri.

1<sup>st</sup> Reading, Emergency Bill #6119, Request to Rezone Property Located South of Brunt Blvd. and North of US Highway 60 from "AG" Agriculture to "R-1" Single Family Residential

Councilwoman White-Ross moved for the first reading of Bill Number 6119. The motion was seconded by Councilwoman Evans and the following vote recorded:

Gilmore Absent, Merideth Absent, Self Absent, Settles Aye, Evans Aye, White-Ross Aye, and Burch Aye, thereby being passed.

Counselor Leible presented Bill Number 6119 for reading. This bill as approved shall become emergency Ordinance Number 6119, providing for the rezoning from Agriculture "AG" to Single-Family Residential "R-1" the following described real estate to-wit: a tract of land, which

consists of approximately 7.27 acres and is located generally south of Brunt Boulevard and north of US Highway 60, in the City of Sikeston, New Madrid County, Missouri.

To allow the developer to immediately begin the marketing of this tract, this matter is being presented as an emergency measure.

1st Reading, Emergency Bill #6120, Request to Approve Proposed Subdivision, South Ridge Estates 22nd Addition, Located South of Brunt Blvd. and North of US Highway 60

Councilwoman Evans moved for the first reading of Bill Number 6120. The motion was seconded by Councilwoman White-Ross and the following vote recorded:

Gilmore Absent, Merideth Absent, Self Absent, Settles Aye, Evans Aye, White-Ross Aye, and Burch Aye, thereby being passed.

Counselor Leible presented Bill Number 6120 for reading. This bill as approved shall become emergency Ordinance Number 6120, providing for approval of subdividing a 7.47 acre tract or parcel of land being known as South Ridge Estates, 22nd Addition, City of Sikeston, New Madrid County, Missouri, and which generally lies South of Brunt Boulevard and North of US Highway 60, in the City of Sikeston, New Madrid County, Missouri.

To allow the developer to immediately begin the marketing of this tract, this matter is being presented as an emergency measure.

Award Bid 19-12, Commercial Grader with Transit

Bids were received from two vendors for a box blade grader with transit: Redexim Turf Products-\$16,900 and BRANDEIS-\$13,802.40. The low bid was from BRANDEIS in the amount of \$13,802.40. This was for a Level Best Grader which comes with a 1-year warranty. This grader is for the Parks and Recreation Department for touchups on ballfield grading.

Councilman Settles moved to award bid 19-12 in the amount of \$13,802.40 to BRANDEIS for the purchase of a box blade grader with transit. The motion was seconded by Councilwoman Evans and the following vote recorded:

Gilmore Absent, Merideth Absent, Self Absent, Settles Aye, Evans Aye, White-Ross Aye, and Burch Aye, thereby being passed.

Authorize Purchase of DuraEdge Infield Materials

The Parks and Recreation Department seeks approval to purchase 125 tons of DuraEdge Professional Infield Material to be installed on Field #1 and Field #2 infields for \$17,350 (\$8,675 per field) and 50 tons of Dura Trax Warning Track Material for \$5,700 (\$2,850 per field) for a total of \$23,050. Advanced Turf Solutions is the sole authorized distributor of DuraEdge material in Southeast Missouri.

Councilwoman Evans moved to authorize the purchase of DuraEdge Infield Materials and Dura Trax Warning Track Material from Advanced Turf Solutions in the amount of \$23,050. The motion was seconded by Councilwoman White-Ross and the following vote recorded:

Gilmore Absent, Merideth Absent, Self Absent, Settles Aye, Evans Aye, White-Ross Aye, and Burch Aye, thereby being passed.

Award Bid 19-13, Infield Renovations at Recreation Complex

One bid was received from Advanced Turf Solutions for the renovation of three infields at the Recreation Complex (Field #1, Field #2 and Field #8). Field #8 was an alternate bid. Advanced Turf Solutions submitted a bid for Field #1 in the amount of \$23,258.94 and Field #2 for \$16,156.53. They did not submit a bid for Field #8. Total costs for both fields were \$39,415.47.

Due to budget overage, a Contract Amendment was made to reduce the size of the track which resulted in a new submitted amount from Advanced Turf Solutions in the amount of \$30,615.47.

Councilman Settles moved to award bid 19-13 for infield renovations to Advanced Turf Solutions in the amount of \$30,615.47. Councilwoman White-Ross seconded the motion and the following vote recorded:

Gilmore Absent, Merideth Absent, Self Absent, Settles Aye, Evans Aye, White-Ross Aye, and Burch Aye, thereby being passed.

Other Items

The following items were tabled for the next Council meeting: Monument/Wayfinding Sign Locations; Award Contract to MUSCO Lighting for Lighting Upgrade; Briefing: New Madid County Flood Plain; and Approval of Land Lease for Airport Hanger.

**ADJOURNMENT**

There being no further business before the City Council, Councilman Settles moved to adjourn. The motion was seconded by Councilwoman White-Ross and the following roll call vote was recorded:

Gilmore Absent, Merideth Absent, Self Absent, Settles Aye, Evans Aye, White-Ross Aye, and Burch Aye, thereby being passed.

APPROVED:

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STEVEN BURCH, MAYOR

ATTEST:

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CARROLL L. COUCH, CITY CLERK

SEAL:

## **Board of Adjustments**

**April 23, 2018**

**4:00 p.m.**

**Sikeston City Hall**

**C.D. Matthews**

**Members Present: Cooper, Galemore, Nace, and Wheatley**

**Members Absent: Glidewell, Redd, Brandom, and Miller**

**Staff Present: Collin Cecil, Sr. Building Official  
Angie Keller, Administrative Assistant**

**Guests: Fidel Sanchez and Norma Jaco**

### **Approval of Minutes:**

Minutes of September 18, 2017 were presented for approval. A motion was made by Cooper to approve the minutes. Nace seconded the motion. Roll call vote was as follows:

Ayes:	Cooper, Galemore, Nace, and Wheatley
Nays:	0
Motion Passed:	4-0

### **Item(s) of Business:**

#### **Election of Chairman of the Board:**

A motion was made by Cooper to nominate Ron Galemore as Chairman of the Board. Nace seconded the motion. Renew by acclamation to have Ron Galemore remain Chairman of the Board

#### **Election of Vice Chairman of the Board:**

A motion was made by Wheatley to nominate Harvey Cooper as Vice Chairman of the Board. Nace seconded the motion. Motion Carried (Cooper abstained from voting).

#### **A request, Fidel Sanchez, for a flood plain variance of 4'5" for a portable shed to be located at 225 Marian Street, Sikeston, Missouri.**

After discussion of the request, a motion was made by Cooper to approve the request, from Michael Daubenmire on behalf of Central States Tower, for a height variance of 80' for a communications tower to be located at 1900 E Malone Street, Sikeston, Missouri. Nace seconded the motion. Roll call vote was as follows:

Ayes:	Cooper, Galemore, Nace, and Wheatley
Nays:	
Motion Passed:	4-0

**Board of Adjustments**

**April 23, 2018**

**4:00 p.m.**

There being no further business items, a motion was made by Cooper to adjourn and seconded by Nace to adjourn. The vote was unanimous. The meeting adjourned.

Respectfully submitted by:

Attested by:

\_\_\_\_\_  
Angie Keller, Administrative Assistant

\_\_\_\_\_  
Ron Galemore, Chairman

**Friends of the Animal Shelter Advisory Board**

**April 12, 2018**

**5:30 p.m.**

**Sikeston City Hall**

**PAWS Shelter**

**Members Present: Bell, Burns, Caton, Grimes, Waller and Wilson**

**Council Liaison: Present**

**Members Absent: McGill-Knight**

**Staff Present: Jamie Williams- Shelter Manager**

**Guests: None**

**Approval of Minutes:**

Minutes of February 8, 2018 and March 8, 2018 were presented for approval. A motion was made by Burns to approve the minutes as presented. Waller seconded the motion. Roll call vote was as follows:

Ayes:	Bell, Burns, Caton, Grimes, Waller and Wilson
Nayes:	0
Motion Passed:	6-0

**Item(s) of Business:**

The board discussed the upcoming Wing Ding fundraiser which will be held at Jeremiah's on May 11, 2018 from 5:00- 8:00 p.m. A second meeting to finalize details was scheduled for Tuesday, April 24, 2018 at 5:30 p.m.

There being no further business items, a motion was made by Wilson to adjourn. Grimes seconded the motion. The vote was unanimous. The meeting adjourned.

Respectfully submitted by:

Attested by:

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Jamie Williams, Shelter Manager

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Renee Grimes, Chairperson



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

Monday, May 21 2018  
11:30 a.m.

Council Chambers  
105 East Center Street  
Sikeston, Missouri

**MEETING MINUTES**

**I. MEETING CALLED TO ORDER**

Dan Marshall called the meeting to order at 11:46 a.m.

**II. ROLL CALL**

Members Attending: Dab Marshall, Matthew Wright, Mike Jensen, John Leible  
Council Liaison: Mary White-Ross  
Staff Attending: Angie Keller, Jay Lancaster, Jonathan Douglass and Collin Cecil  
Guest Attending: David Crader, Edie Bartlett - Crader Law Firm  
Lisa Moon

**III. APPROVAL OF MINUTES**

Jensen made a motion to approve the minutes from the meeting of April 16, 2018 as submitted. Leible seconded the motion. Motion carried unanimously.

**IV. BILLS AND COMMUNICATIONS**

Jensen made the motion to approve the bills as follows:

- A. David Crader Law Firm-\$1,690.00
- B. Dexter Bar B Que- \$130.24

Leible seconded the motion. Motion carried unanimously.

**V. LCRA BUSINESS:**

A. David Crader informed the Board of an offer to purchase 1306 Shelby. Jensen made a Motion to sell the property to Devin and Sara Clark for \$500.00, to be deeded "AS-IS" as is and Mr. and Mrs. Clark to pay all title, closing fees and recording fees; with Dan Marshall, as Chairman being authorized to execute all closing documents on behalf of the LCRA. Leible seconded the Motion. Motion carried unanimously.

B. David Crader informed the Board of an offer to purchase 319-323 Luther. Jensen made a Motion to reject the offer from Kevin Howard because of the stated use of the property. Wright seconded the Motion. Motion carried unanimously.

C. David Crader informed the Board of a request of an LCRA gift of 931 Lora to Prince of Peace Church. Jensen made a Motion to reject gifting of property; subject to a counter offer for sale and purchase. Leible seconded the Motion. Motion carried unanimously.

D. David Crader informed the Board of an offer to purchase 314 William. Wright made a Motion to sell the property to Pastor Johnny Avance for \$500.00, to be deeded "AS-IS" and Mr. Avance pay all title, closing fees and recording fees; with Dan Marshall, as Chairman being authorized to execute all closing documents on behalf of the LCRA. Jensen seconded the Motion. Motion carried unanimously.

E. David Crader informed the Board that his office had been in contact with Amy Barnhill and Marcy Oerly with Missouri Department of Economic Development regarding pending LCRA owned and lease with option to purchase, 214 Dorothy and 1329 W. Murray Lane. David Crader advised that the Missouri Department of Economic Development was researching options the LCRA has on pending lease and option to purchase on these two properties. Further discussion of LCRA-NSP Grant business was tabled until the next meeting. Discussion only. No vote.

F. David Crader informed the Board that his office had been in contact with Amy Barnhill and Marcy Oerly with Missouri Department of Economic Development regarding LCRA lots or structures purchased or demolished with NSP funds; and that the Missouri Department of Economic Development was researching options the LCRA has on sale or gift of these properties. Further discussion of LCRA-NSP Grant business was tabled until the next meeting. Discussion only. No vote.

G. Jay Lancaster informed the Board that the Street Department of the City of Sikeston may need to hire additional contractors to clear and clean up some LCRA lots. Jay Lancaster requested the LCRA transfer and/or pay funds to assist City of Sikeston with payments for additional contractors to clear and clean and improve existing LCRA lots being maintained and mowed by the City. Jensen made a motion for the LCRA to transfer and/or pay to the City of Sikeston \$10,000.00 to assist in clearing and cleaning up lots as deemed necessary by the City. Wright seconded the Motion. Motion carried unanimously.

## **VI. ADJOURNMENT:**

The next LCRA meeting will be on Monday, June 18, 2018 at 11:30 a.m. in the Council Chambers. There being no further business to come before the Committee, a motion was made to adjourn. The motion was seconded and carried unanimously. The meeting was adjourned at 12:32 p.m.



Edie Bartlett



Dan Marshall, Chairman

**Sikeston Public Library  
Board of Trustees Meeting  
Monday, July 9, 2018  
4:30pm**

The Board of Trustees of Sikeston Public Library met at 4:30 p.m. on Monday, July 9, 2018, in the Draughon Community Room of the Sikeston Public Library. Present were Dorothy Brown, Libby Caskey, Susanne Chitwood, Greg Colwick, Carolyn Harris, Lisa Lawson, Jay Leible, Trevor Miller; Karen Evans, City Council Liaison; and Ron Eifert, Director. Paulette Boardman was absent.

Since the terms of all three officers have expired, the meeting was called to order at 4:30 p.m. by senior board member Susanne Chitwood.

**MINUTES**

Mrs. Brown made a motion, and Mr. Colwick seconded the motion, to accept the minutes from the June 2018 meeting. The motion passed unanimously. Mr. Colwick made a motion to accept the June 22, 2018 minutes of the electronic meeting regarding the renewal of the certificate of deposit. Mrs. Harris seconded and the motion carried.

**REORGANIZATION**

Nominations for officers were taken from the floor. Mrs. Brown nominated Susanne Chitwood for president, and Mrs. Harris seconded the motion. Seeing no further nominations, Mrs. Chitwood was elected by acclamation.

Mrs. Brown nominated Greg Colwick for vice president, and Mrs. Caskey seconded the motion. Seeing no further nominations, Mr. Colwick was elected by acclamation.

Mrs. Caskey nominated Lisa Lawson for treasurer, and Mr. Leible seconded the motion. Seeing no further nominations, Mr. Colwick was elected by acclamation.

Mr. Colwick moved that Mr. Eifert serve as board secretary, and Mr. Miller seconded the motion. The motion passed unanimously.

Committee chair and members are:

Finance  
Lisa Lawson, chair  
Greg Colwick  
Carolyn Harris

Operations  
Jay Leible, chair  
Libby Caskey  
Dorothy Brown

Personnel  
Susanne Chitwood, chair  
Paulette Boardman  
Trevor Miller

**PETTY CASH**

Mr. Colwick made a motion to accept the Petty Cash Report for June 2018. Mr. Leible seconded and the motion carried.

**BILLS**

Mrs. Harris made a motion to accept the bills for June 2018 as presented. Mrs. Brown seconded and the motion carried.

**CITY FINANCIAL STATEMENT**

The city financial statement for May 2018 was reviewed.

**COMMITTEES**

**FINANCE**—The one-year, \$150,000 CD with Focus Bank matured on June 30, 2018. Board members voted earlier in June to renew this CD with a two-year term and a rate of return of 2.32%. The board president and treasurer will sign the appropriate paperwork to renew the CD.

**PERSONNEL**—No report

**OPERATIONS**—Mr. Eifert reported that he has begun an RFP for replacing the chair lift in the front lobby.

**LIBRARIAN'S REPORT**

- The Summer Reading Program is going well. Attendance for our Monday presenters neared 300 children per week. Ann Thompson will provide a full report at the September meeting.
- While attending the recent Southeast Missouri Library Directors meeting in Cape Girardeau, Mr. Eifert heard remarks from new State Librarian Robin Westphal regarding her vision and goals for the Missouri State Library. Westphal wants to continue and increase support for the Missouri Evergreen consortium, and she plans to streamline and simplify the grant writing process. A new grant on the horizon of particular interest to us, is a public library/school library grant to pay for author visits.

**ADJOURNMENT**

Mrs. Caskey made a motion to adjourn. Mr. Colwick seconded and the motion carried. The meeting adjourned at 4:55 pm.

**Planning and Zoning Minutes**  
**May 22, 2018**  
**Sikeston City Hall**  
**4:00 p.m. - Meeting**

**Roll Call:**

**Members Present:** Gilmore, Jones, Ozment, Self, Thornton, and Ziegenhorn

**Absent Members:** Marshall, Miller, Sutton, and Teachout

**Other Staff Members Present:** Angie Keller- Administrative Assistant  
Collin Cecil- Sr. Building Official  
Chuck Leible- City Counselor

**Guests:** Colen Kelley

**APPROVAL OF MINUTES:**

Minutes of the May 8, 2018 meeting were presented for approval. A motion was made by Thornton to approve the minutes as presented. Gilmore seconded the motion. Roll call vote was as follows:

Ayes: Gilmore, Jones, Ozment, Self, Thornton, and Ziegenhorn

Nays: None

Motion Passed 6 - 0

**ITEMS OF BUSINESS:**

**A request from Lambert Engineering on behalf of Colen Kelley to rezone a tract of land which consists of approximately 1.47 acres and is generally located along the East side of US Highway 61 North and North of 2040 North Main Street to "C-3" Highway Commercial District, in the City of Sikeston, Scott County, Missouri.**

After discussion, a motion was made by Gilmore to approve a request from Lambert Engineering on behalf of Colen Kelley to rezone a tract of land which consists of approximately 1.47 acres and is generally located along the East side of US Highway 61 North and North of 2040 North Main Street to "C-3" Highway Commercial District, in the City of Sikeston, Scott County, Missouri. Thornton seconded the motion. Roll call vote was as follows:

Ayes: Jones, Ozment, Self, Thornton, Ziegenhorn, and Gilmore

Nays: None

Motion Passed: 6 – 0

**A request from Lambert Engineering on behalf of Colen Kelley for the approval of a proposed subdivision (Kelley Estates) which consists of approximately 1.47 acres and is generally located along the East side of US Highway 61 North and North of 2040 North Main Street, in the City of Sikeston, Scott County, Missouri.**

After discussion, a motion was made by Jones to approve a request from Lambert Engineering on behalf of Colen Kelley for the approval of a proposed subdivision (Kelley Estates) which consists of approximately 1.47 acres and is generally located along the East side of US Highway 61 North and North of 2040 North Main Street, in the City of Sikeston, Scott County, Missouri. Thornton seconded the motion. Roll call vote was as follows:

Ayes: Ozment, Self, Thornton, Ziegenhorn, Gilmore, and Jones

Nays: None

Motion Passed: 6 – 0

**Adjournment:** There being no further business, a motion was made by Thornton to close the public hearing and adjourn. The motion was seconded by Ziegenhorn. The motion was carried by unanimous vote. The meeting adjourned.

Respectfully submitted by:

Attested by:

\_\_\_\_\_  
Angie Keller, Administrative Assistant

\_\_\_\_\_  
Gary Ozment, Chairman

## **NOTICE OF PUBLIC HEARING**

Public Notice is hereby given that the Traffic Committee will conduct a meeting, which shall also include a Public Hearing, on **Wednesday, May 2, 2018** at City Hall, 105 E Center Street, Sikeston, Missouri 63801.

Consideration will be given to the following issues:

- A. Handicap Parking on Front Street
- B. Stop Signs – Glacier/Brunt ; Glacier/ Yellowstone; Sikes/Woodlawn  
Charles/Glenn; Alfred/Glenn; Andrea/Glenn; Floyd/Glenn;  
Brenda/Glenn; Charlotte/Glenn
- C. Other items as may be determined during the course of the meeting

The Traffic Committee will forward its recommendation to the City Council for their consideration at the regularly scheduled Council Meeting of June 4, 2018 beginning at 5:00 p.m. in the City Council Chambers at City Hall, 105 E. Center Street, Sikeston, Missouri.

For more information, contact Brian Dial, Street Superintendent, City of Sikeston at (573) 471-2512. TDD users contact 1-573-471-2512 to relay messages.

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PLEASE PUBLISH ON Sunday, April 22, 2018

Please forward public notice to **Angie Keller** for final approval @akeller@sikeston.org



# **Council Letter**

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Date of Meeting: 18-09-10

Originating Department: City Manager

To the Mayor and City Council:

Subject: 2nd Reading of Bill 6115, Establishing & Authorizing Electrical Charges & Rates

Attachment(s):

1. Bill 6115
2. BMU Electrical Rate Sheets

Action Options:

1. 2nd Reading & Approval of Bill #6115
2. Other action Council may deem necessary

Background:

The Sikeston Board of Municipal Utilities (BMU) has submitted the attached requests for electric rate increases. BMU General Manager Rick Landers will be present to answer any questions.

Council's approval of this bill is being requested.

A BILL, WHICH UPON ADOPTION AND PASSAGE SHALL BECOME ORDINANCE NUMBER 6115 AUTHORIZING AND ESTABLISHING ELECTRICAL CHARGES AND RATES FOR THE CITY OF SIKESTON.

WHEREAS, the Board of Municipal Utilities has determined that electrical rate increases are necessary and proper to maintain the economic viability of the municipal utility system, and

WHEREAS, the City Council believes an increase in rates is in the overall best interest of the residents of Sikeston.

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

SECTION I: This ordinance shall not be codified in the City Municipal Code.

SECTION II: The electric rates to be charged by the Board of Municipal Utilities from and after October 1, 2018 shall be as set forth on Exhibit "A" which is attached hereto and incorporated by reference.

SECTION III: The electric rates to be charged by the Board of Municipal Utilities from and after January 1, 2019 shall be as set forth on Exhibit "B" which is attached hereto and incorporated by reference.

SECTION IV: The electric rates to be charged by the Board of Municipal Utilities from and after October 1, 2019 shall be as set forth on Exhibit "C" which is attached hereto and incorporated by reference.

SECTION V: The electric rates to be charged by the Board of Municipal Utilities from and after January 1, 2020 shall be as set forth on Exhibit "D" which is attached hereto and incorporated by reference.

SECTION VI: The electric rates to be charged by the Board of Municipal Utilities from and after October 1, 2020 shall be as set forth on Exhibit "E" which is attached hereto and incorporated by reference.

SECTION VII: The electric rates to be charged by the Board of Municipal Utilities from and after January 1, 2021 shall be as set forth on Exhibit "F" which is attached hereto and incorporated by reference.

SECTION VIII: The Mayor and/or City Clerk are authorized to execute any and all documents necessary to implement said rate changes.

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

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

SECTION XI: Record of Passage:

A. Bill Number 6115 was introduced and read the first time this 27th day of August, 2018.

B. Bill Number 6115 was read the second time and discussed on this 10th day of September, 2018 and was voted as follows:

Burch \_\_\_\_\_, White-Ross \_\_\_\_\_, Gilmore \_\_\_\_\_, Evans \_\_\_\_\_,

Settles \_\_\_\_\_, Meredith \_\_\_\_\_, Self \_\_\_\_\_,

thereby being \_\_\_\_\_, and becoming Ordinance 6115.

C. Ordinance 6115 shall be in full force and effect from and after October 10, 2018.

Approved as to Form:

\_\_\_\_\_  
STEVEN BURCH, Mayor

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

SEAL/ATTEST:

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

**SIKESTON BOARD OF MUNICIPAL UTILITIES**  
**107 E. Malone Ave. / PO Box 370**  
**Sikeston, Missouri 63801**

**Date of Last**  
**Rate Revision**  
**June 01, 2017**

**ELECTRIC****RESIDENTIAL 1-71****PAGE 1 of 1**Section 1 – Availability

This rate is available to all residential customers at points on the Board of Municipal Utilities' (hereinafter called BMU) existing secondary distribution lines within the area served by BMU.

Section 2 – Character of Service

Alternating current, 60 cycles, 120/240 volts, single-phase or where available and at the option of BMU 120/240 volt three-phases, four wire delta of 120/208 volt three-phase, four wire wye.

Section 3 – Application

To single-phase or three-phase service (if available) for all domestic users in private residences, in individual family apartments, supplied through one meter, where the BMU is the sole source of supply. Not applicable for services to recognized rooming or boarding houses or establishments of a commercial nature. Service is for the exclusive use of the customer and shall not be resold or shared with others.

Section 4 – Rate

Customer Charge	\$13.10 per month
Energy Charge	
First 1,000 kWh	0.07420 per kWh
Over 1,000 kWh	0.07000 per kWh

Minimum bill – the minimum bill for any billing period shall be the customer charge.

Section 5 – Payment

Bills are rendered monthly and are due and payable within 10 days from the date of billing. Any monthly bills not paid by the 20<sup>th</sup> of the month shall be assessed a 5% add-on penalty charge and be subject to disconnection. The customer, in order to be reconnected, must pay all bills for electric service together with any applicable reconnection charges.

Section 6 – Tax Clause

Bills computed under this rate are NOT subject to any increase because of municipal taxes. Donations in free street lighting, electricity and other services are made by the BMU to the City of Sikeston in lieu of taxes.

Date Approved \_\_\_\_\_

Date Effective October 01, 2018

\_\_\_\_\_  
 Mayor  
 City of Sikeston

\_\_\_\_\_  
 Chairman  
 Board of Municipal Utilities

**Date of Last  
Rate Revision  
June 01, 2017**

**PAGE 1 of 1**

Chairman  
Board of Municipal Utilities

SIKESTON BOARD OF MUNICIPAL UTILITIES  
107 E. Malone Ave / PO Box 370  
Sikeston, Missouri 63801

Date of Last  
Rate Revision  
June 01, 2017

**ELECTRIC**

**LARGE GENERAL SERVICE 6-78**

Page 1 of 2

Section 1 - Availability

This rate is available to any large commercial customer using standard service for power or combined power, lighting, heating and/or special equipment at points on the Board of Municipal Utilities (hereinafter called BMU) existing distribution lines within the area served by BMU. No billing demand shall be made for a maximum demand of less than one hundred kilowatts (100 KW). Any customer billed under this schedule must be willing to assume in each billing period a minimum demand of 100 KW.

Section 2 - Character of Service

BMU will specify and provide a standard single and/or three phase alternating current secondary service voltage.

Section 3 - Application

To single-phase or three-phase service for all large commercial uses where the BMU is the sole source of supply. Service is for the exclusive use of the customer and shall not be resold or shared with others.

Section 4 - Rate

Facilities Charge \$230.00

Demand Charge  
per KW of billing demand \$11.00

Energy Charge .05305 per kWh

Minimum Charge:

The monthly minimum charge shall be the billing demand charge, but not less than \$1,330.00. This schedule contemplates year around service with at least a minimum bill paid each month in the year.

Billing Demand:

The billing demand shall be the maximum indicated kilowatt demand but not less than fifty percent (50%) of the maximum indicated kilowatt demand recorded in the twelve month period ending with the current month, except that no billing demand shall be less than one hundred kilowatts (100 kW).

Date Approved \_\_\_\_\_

Date Effective October 01, 2018

\_\_\_\_\_  
Mayor  
City of Sikeston

\_\_\_\_\_  
Chairman  
Board of Municipal Utilities

"A"

Section 5 – Payment

Bills are rendered monthly and are due and payable within 10 days from the date of billing. Any monthly bills not paid by the 20<sup>th</sup> of the month shall be assessed a 5% add-on penalty charge and be subject to disconnection. The customer, in order to be reconnected, must pay all bills for electric service together with any applicable reconnection charges.

Section 6 – Tax Clause

Bills computed under this rate are NOT subject to any increase because of municipal taxes. Donations in free street lighting, electricity and other services are made by the BMU to the City of Sikeston in lieu of taxes.

Section 7 – General

Customers receiving service under this rate schedule shall sign a contract effective for at least one year.

As far as practical, all energy should pass through one point of delivery and the BMU, at its option, may meter at primary voltage.

Power Factor Clause

BMU will install a suitable demand meter(s) for determining the monthly maximum indicated demand. The Customer will at all times maintain a power factor of not less than eighty-five percent (85%), lagging. If the power factor is less than 85% and the customer does not expeditiously take corrective action, the BMU shall adjust the customer's billed demand in accordance with the following formula:

$$\text{Bill Demand (KW)} = \frac{\text{Actual Demand (KW)} \times .85}{\text{Actual Power Factor}}$$

Continued failure to maintain an 85% power factor may result in discontinuance of service to the customer until such time the customer installs suitable devices to bring the power factor up to 85%, or higher, or BMU may install necessary corrective equipment on its lines to improve the customer's power factor to at least 85% and will charge the customer for the total installed cost for same (including material, labor and overhead costs).

Date Approved \_\_\_\_\_

Date Effective October 01, 2018

\_\_\_\_\_  
Mayor  
City of Sikeston

\_\_\_\_\_  
Chairman  
Board of Municipal Utilities



"A"

SIKESTON BOARD OF MUNICIPAL UTILITIES  
107 E. Malone Ave / PO Box 370  
Sikeston, Missouri 63801

Date of Last  
Rate Revision  
June 01, 2017

**ELECTRIC**

**LARGE POWER SERVICE- LPS**

Page 1 of 2

Section 1 - Availability

This rate is available to any customer using standard service for power or combined power, lighting, heating and/or special equipment at points on the Board of Municipal Utilities (hereinafter called BMU) existing distribution lines within the area served by BMU. No billing demand shall be made for a maximum demand of less than five hundred kilowatts (500 KW). Any customer billed under this schedule must be willing to assume in each billing period a minimum demand of 500 KW.

Section 2 - Character of Service

BMU will specify and provide a standard single and/or three phase alternating current secondary service voltage.

Section 3 - Application

To single-phase or three-phase service for all large commercial uses where the BMU is the sole source of supply. Service is for the exclusive use of the customer and shall not be resold or shared with others.

Section 4 - Rate

Facilities Charge	\$270.00
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Demand Charge	
per KW of billing demand	\$10.80

Energy Charge	.04763 per kWh
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Minimum Charge:

The monthly minimum charge shall be the Facilities Charge plus the Billing Demand Charge, but not less than \$5,670.00. This schedule contemplates year around service with at least a minimum bill paid each month in the year.

Billing Demand:

The billing demand shall be the maximum indicated kilowatt demand but not less than fifty percent (50%) of the maximum indicated kilowatt demand recorded in the twelve month period ending with the current month, except that no billing demand shall be less than five hundred kilowatts (500 kW).

Section 5 - Payment

Bills are rendered monthly and are due and payable within 10 days from the date of billing. Any monthly bills not paid by the 20<sup>th</sup> of the month shall be assessed a 5% add-on penalty charge and be subject to disconnection. The customer, in order to be reconnected, must pay all bills for electric service together with any applicable reconnection charges.

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Section 6 – General

Customers receiving service under this rate schedule may be required to sign a contract effective for at least one year.

As far as practical, all energy should pass through one point of delivery and the BMU, at its option, may meter at primary voltage.

Power Factor Clause

BMU will install a suitable demand meter(s) for determining the monthly maximum indicated demand. The Customer will at all times maintain a power factor of not less than eighty-five percent (85%), lagging. If the power factor is less than 85% and the customer does not expeditiously take corrective action, the BMU shall adjust the customer's billed demand in accordance with the following formula:

$$\text{Bill Demand (KW)} = \frac{\text{Actual Demand (KW)} \times .85}{\text{Actual Power Factor}}$$

Continued failure to maintain an 85% power factor may result in discontinuance of service to the customer until such time the customer installs suitable devices to bring the power factor up to 85%, or higher, or BMU may install necessary corrective equipment on its lines to improve the customer's power factor to at least 85% and will charge the customer for the total installed cost for same (including material, labor and overhead costs).

Date Approved \_\_\_\_\_

Date Effective October 01, 2018

\_\_\_\_\_  
Mayor  
City of Sikeston

\_\_\_\_\_  
Chairman  
Board of Municipal Utilities

"A"

SIKESTON BOARD OF MUNICIPAL UTILITIES  
107 E. Malone Ave / PO Box 370  
Sikeston, Missouri 63801

Date of Last  
Rate Revision  
June 01, 2017

**ELECTRIC LARGE INDUSTRIAL POWER SERVICE 8-79**

Page 1 of 2

Section 1 - Availability

This rate is available to any large industrial customer using standard electric service for power or combined power, lighting, heating and/or special equipment at points on the Board of Municipal Utilities (hereinafter called BMU) existing distribution lines within the area served by BMU. No billing shall be made for a maximum demand of less than one hundred kilowatts (100 KW). Any customer billed under this schedule must be willing to assume in each billing period a minimum demand of 100 KW.

Section 2 - Character of Service

Alternating current, 60 cycle, 240 volt, 480 volt, or 2,400 volt, three-phase, for power loads, and 120/240 volts, single-phase for lighting and incidental loads.

Section 3 - Application

To single-phase or three-phase service for all industrial power uses in manufacturing and processing establishments where BMU is the sole source of supply. Service is for the exclusive use of the customer and shall not be resold or shared with others.

Section 4 - Rate

Facilities Charge	\$240.00
Demand Charge	
per kilowatt of billing demand	\$10.40
Energy Charge	\$.03749 per kWh

Minimum Charge:

The monthly minimum charge shall be the Facilities Charge plus the Billing Demand Charge, but not less than \$1,280.00. This schedule contemplates year around service with at least a minimum bill paid each month in the year.

Billing Demand:

The billing demand shall be the maximum indicated kilowatt demand but not less than fifty percent (50%) of the maximum indicated kilowatt demand recorded in the twelve month period ending with the current month, except that no billing demand shall be less than one hundred kilowatts (100 kW).

Date Approved \_\_\_\_\_

Date Effective October 01, 2018

\_\_\_\_\_  
Mayor  
City of Sikeston

\_\_\_\_\_  
Chairman  
Board of Municipal Utilities

Section 5 – Payment

Bills are rendered monthly and are due and payable within 10 days from the date of billing. Any monthly bills not paid by the 20<sup>th</sup> of the month shall be assessed a 5% add-on penalty charge and be subject to disconnection. The customer, in order to be reconnected, must pay all bills for electric service together with any applicable reconnection charges.

Section 6 – Tax Clause

Bills computed under this rate are NOT subject to any increase because of municipal taxes. Donations in free street lighting, electricity and other services are made by the BMU to the City of Sikeston in lieu of taxes.

Section 6 – General

Customers receiving service under this rate schedule may be required to sign a contract effective for at least one year or more.

As far as practical, all energy should pass through one point of delivery and the BMU, at its option, may meter at primary voltage.

Power Factor Clause

BMU will install a suitable demand meter(s) for determining the monthly maximum indicated demand. The Customer will at all times maintain a power factor of not less than eighty-five percent (85%), lagging. If the power factor is less than 85% and the customer does not expeditiously take corrective action, the BMU shall adjust the customer's billed demand in accordance with the following formula:

$$\text{Billed Demand (KW)} = \frac{\text{Actual Demand (KW)} \times .85}{\text{Actual Power Factor}}$$

Continued failure to maintain an 85% power factor may result in discontinuance of service to the customer until such time the customer installs suitable devices to bring the power factor up to 85%, or higher, or BMU may install necessary corrective equipment on its lines to improve the customer's power factor to at least 85% and will charge the customer for the total installed cost for same (including material, labor and overhead costs).

Date Approved \_\_\_\_\_

Date Effective October 01, 2018

\_\_\_\_\_  
Mayor  
City of Sikeston

\_\_\_\_\_  
Chairman  
Board of Municipal Utilities

SIKESTON BOARD OF MUNICIPAL UTILITIES  
 107 E. Malone Ave / PO Box 370  
 Sikeston, Missouri 63801

Date of Last  
 Rate Revision  
January 01, 2018

**ELECTRIC LARGE INDUSTRIAL POWER SERVICE >5MW**

Page 1 of 2

Section 1 - Availability

This rate is available to any large industrial customer using standard electric service for power or combined power, lighting, heating and/or special equipment at points on the Board of Municipal Utilities (hereinafter called BMU) existing distribution lines within the area served by BMU. No billing shall be made for a maximum demand of less than five thousand kilowatts (5,000 KW). Any customer billed under this schedule must be willing to assume in each billing period a minimum demand of 5,000 KW.

Section 2 - Character of Service

Alternating current, 60 cycle, 240 volt, 480 volt, or 2,400 volt, three-phase, for power loads, and 120/240 volts, single-phase for lighting and incidental loads.

Section 3 - Application

To single-phase or three-phase service for all industrial power uses in manufacturing and processing establishments where BMU is the sole source of supply. Service is for the exclusive use of the customer and shall not be resold or shared with others.

Section 4 - Rate

Facilities Charge	\$270.00
Demand Charge per kilowatt of billing demand	\$10.60
Energy Charge	\$.03638 per kWh

Minimum Charge:

The monthly minimum charge shall be the Facilities Charge plus the Billing Demand Charge, but not less than \$53,270.00. This schedule contemplates year around service with at least a minimum bill paid each month in the year.

Date Approved \_\_\_\_\_

Date Effective January 01, 2019

\_\_\_\_\_  
 Mayor  
 City of Sikeston

\_\_\_\_\_  
 Chairman  
 Board of Municipal Utilities

"β"

**Billing Demand:**

The billing demand shall be the maximum indicated kilowatt demand but not less than fifty percent (50%) of the maximum indicated kilowatt demand recorded in the twelve month period ending with the current month, except that no billing demand shall be less than five thousand kilowatts (5,000 kW).

**Section 5 – Payment**

Bills are rendered monthly and are due and payable within 10 days from the date of billing. Any monthly bills not paid by the 20<sup>th</sup> of the month shall be assessed a 5% add-on penalty charge and be subject to disconnection. The customer, in order to be reconnected, must pay all bills for electric service together with any applicable reconnection charges.

**Section 6 – Tax Clause**

Bills computed under this rate are **NOT** subject to any increase because of municipal taxes. Donations in free street lighting, electricity and other services are made by the BMU to the City of Sikeston in lieu of taxes.

**Section 6 – General**

Customers receiving service under this rate schedule may be required to sign a contract effective for at least one year or more.

As far as practical, all energy should pass through one point of delivery and the BMU, at its option, may meter at primary voltage.

**Power Factor Clause**

BMU will install a suitable demand meter(s) for determining the monthly maximum indicated demand. The Customer will at all times maintain a power factor of not less than eighty-five percent (85%), lagging. If the power factor is less than 85% and the customer does not expeditiously take corrective action, the BMU shall adjust the customer's billed demand in accordance with the following formula:

$$\text{Billed Demand (KW)} = \frac{\text{Actual Demand (KW)} \times .85}{\text{Actual Power Factor}}$$

Continued failure to maintain an 85% power factor may result in discontinuance of service to the customer until such time the customer installs suitable devices to bring the power factor up to 85%, or higher, or BMU may install necessary corrective equipment on its lines to improve the customer's power factor to at least 85% and will charge the customer for the total installed cost for same (including material, labor and overhead costs).

Date Approved \_\_\_\_\_

Date Effective January 01, 2019

\_\_\_\_\_  
Mayor  
City of Sikeston

\_\_\_\_\_  
Chairman  
Board of Municipal Utilities

**SIKESTON BOARD OF MUNICIPAL UTILITIES**  
**107 E. Malone Ave. / PO Box 370**  
**Sikeston, Missouri 63801**

**Date of Last**  
**Rate Revision**  
**October 01, 2018**

**ELECTRIC****RESIDENTIAL 1-71****PAGE 1 of 1**Section 1 – Availability

This rate is available to all residential customers at points on the Board of Municipal Utilities' (hereinafter called BMU) existing secondary distribution lines within the area served by BMU.

Section 2 – Character of Service

Alternating current, 60 cycles, 120/240 volts, single-phase or where available and at the option of BMU 120/240 volt three-phases, four wire delta of 120/208 volt three-phase, four wire wye.

Section 3 – Application

To single-phase or three-phase service (if available) for all domestic users in private residences, in individual family apartments, supplied through one meter, where the BMU is the sole source of supply. Not applicable for services to recognized rooming or boarding houses or establishments of a commercial nature. Service is for the exclusive use of the customer and shall not be resold or shared with others.

Section 4 – Rate

Customer Charge \$16.05 per month

Energy Charge 0.07831 per kWh

Minimum bill – the minimum bill for any billing period shall be the customer charge.

Section 5 – Payment

Bills are rendered monthly and are due and payable within 10 days from the date of billing. Any monthly bills not paid by the 20<sup>th</sup> of the month shall be assessed a 5% add-on penalty charge and be subject to disconnection. The customer, in order to be reconnected, must pay all bills for electric service together with any applicable reconnection charges.

Section 6 – Tax Clause

Bills computed under this rate are NOT subject to any increase because of municipal taxes. Donations in free street lighting, electricity and other services are made by the BMU to the City of Sikeston in lieu of taxes.

Date Approved \_\_\_\_\_

Date Effective October 01, 2019

\_\_\_\_\_  
 Mayor  
 City of Sikeston

\_\_\_\_\_  
 Chairman  
 Board of Municipal Utilities

**SIKESTON BOARD OF MUNICIPAL UTILITIES**  
**107 E. Malone Ave. / PO Box 370**  
**Sikeston, Missouri 63801**

**Date of Last**  
**Rate Revision**  
**October 01, 2018**

**ELECTRIC**

**SMALL GENERAL SERVICE 3-73**

**PAGE 1 of 1**

Section 1 – Availability

This rate is available to any commercial customers at points on the Board of Municipal Utilities' (hereinafter called BMU) existing secondary distribution lines within the area served by BMU.

Section 2 – Character of Service

Alternating current, 60 cycles, 120/240 volts, single-phase or where available and at the option of BMU 120/240 volt three-phases, four wire delta of 120/208 volt three-phase, four wire wye.

Section 3 – Application

To single-phase or three-phase service (if available) for all commercial establishments, including churches, schools and hospitals where the BMU is the sole source of supply. Service is for the exclusive use of the customer and shall not be resold or shared with others.

Section 4 – Rate

Customer Charge \$26.00 per month

Energy Charge \$0.09829 per kWh

Minimum bill – the minimum bill for any billing period shall be the customer charge.

Section 5 – Payment

Bills are rendered monthly and are due and payable within 10 days from the date of billing. Any monthly bills not paid by the 20<sup>th</sup> of the month shall be assessed a 5% add-on penalty charge and be subject to disconnection. The customer, in order to be reconnected, must pay all bills for electric service together with any applicable reconnection charges.

Section 6 – Tax Clause

Bills computed under this rate are NOT subject to any increase because of municipal taxes. Donations in free street lighting, electricity and other services are made by the BMU to the City of Sikeston in lieu of taxes.

Date Approved \_\_\_\_\_

Date Effective October 01, 2019

\_\_\_\_\_  
Mayor  
City of Sikeston

\_\_\_\_\_  
Chairman  
Board of Municipal Utilities



SIKESTON BOARD OF MUNICIPAL UTILITIES  
107 E. Malone Ave / PO Box 370  
Sikeston, Missouri 63801

Date of Last  
Rate Revision  
October 01, 2018

**ELECTRIC**

**LARGE GENERAL SERVICE 6-78**

**Page 1 of 2**

Section 1 - Availability

This rate is available to any large commercial customer using standard service for power or combined power, lighting, heating and/or special equipment at points on the Board of Municipal Utilities (hereinafter called BMU) existing distribution lines within the area served by BMU. No billing demand shall be made for a maximum demand of less than one hundred kilowatts (100 KW). Any customer billed under this schedule must be willing to assume in each billing period a minimum demand of 100 KW.

Section 2 - Character of Service

BMU will specify and provide a standard single and/or three phase alternating current secondary service voltage.

Section 3 - Application

To single-phase or three-phase service for all large commercial uses where the BMU is the sole source of supply. Service is for the exclusive use of the customer and shall not be resold or shared with others.

Section 4 - Rate

Facilities Charge \$360.00

Demand Charge  
per KW of billing demand \$12.00

Energy Charge  
First 180 kWh per KW Demand .05344 per kWh

Minimum Charge:

The monthly minimum charge shall be the billing demand charge, but not less than \$1,560.00. This schedule contemplates year around service with at least a minimum bill paid each month in the year.

Billing Demand:

The billing demand shall be the maximum indicated kilowatt demand but not less than fifty percent (50%) of the maximum indicated kilowatt demand recorded in the twelve month period ending with the current month, except that no billing demand shall be less than one hundred kilowatts (100 kW).

Date Approved \_\_\_\_\_

Date Effective October 01, 2019

\_\_\_\_\_  
Mayor  
City of Sikeston

\_\_\_\_\_  
Chairman  
Board of Municipal Utilities

Section 5 – Payment

Bills are rendered monthly and are due and payable within 10 days from the date of billing. Any monthly bills not paid by the 20<sup>th</sup> of the month shall be assessed a 5% add-on penalty charge and be subject to disconnection. The customer, in order to be reconnected, must pay all bills for electric service together with any applicable reconnection charges.

Section 6 – Tax Clause

Bills computed under this rate are NOT subject to any increase because of municipal taxes. Donations in free street lighting, electricity and other services are made by the BMU to the City of Sikeston in lieu of taxes.

Section 7 – General

Customers receiving service under this rate schedule shall sign a contract effective for at least one year.

As far as practical, all energy should pass through one point of delivery and the BMU, at its option, may meter at primary voltage.

Power Factor Clause

BMU will install a suitable demand meter(s) for determining the monthly maximum indicated demand. The Customer will at all times maintain a power factor of not less than eighty-five percent (85%), lagging. If the power factor is less than 85% and the customer does not expeditiously take corrective action, the BMU shall adjust the customer's billed demand in accordance with the following formula:

$$\text{Bill Demand (KW)} = \frac{\text{Actual Demand (KW)} \times .85}{\text{Actual Power Factor}}$$

Continued failure to maintain an 85% power factor may result in discontinuance of service to the customer until such time the customer installs suitable devices to bring the power factor up to 85%, or higher, or BMU may install necessary corrective equipment on its lines to improve the customer's power factor to at least 85% and will charge the customer for the total installed cost for same (including material, labor and overhead costs).

Date Approved \_\_\_\_\_

Date Effective October 01, 2019

\_\_\_\_\_  
Mayor  
City of Sikeston

\_\_\_\_\_  
Chairman  
Board of Municipal Utilities

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SIKESTON BOARD OF MUNICIPAL UTILITIES  
107 E. Malone Ave / PO Box 370  
Sikeston, Missouri 63801

Date of Last  
Rate Revision  
October 01, 2018

ELECTRIC

LARGE POWER SERVICE- LPS

Page 1 of 2

Section 1 - Availability

This rate is available to any customer using standard service for power or combined power, lighting, heating and/or special equipment at points on the Board of Municipal Utilities (hereinafter called BMU) existing distribution lines within the area served by BMU. No billing demand shall be made for a maximum demand of less than five hundred kilowatts (500 KW). Any customer billed under this schedule must be willing to assume in each billing period a minimum demand of 500 KW.

Section 2 - Character of Service

BMU will specify and provide a standard single and/or three phase alternating current secondary service voltage.

Section 3 - Application

To single-phase or three-phase service for all large commercial uses where the BMU is the sole source of supply. Service is for the exclusive use of the customer and shall not be resold or shared with others.

Section 4 - Rate

Facilities Charge	\$340.00
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Demand Charge	
per KW of billing demand	\$11.80

Energy Charge	
First 180 kWh per KW Demand	.04914 per kWh

Minimum Charge:

The monthly minimum charge shall be the Facilities Charge plus the Billing Demand Charge, but not less than \$6,240.00. This schedule contemplates year around service with at least a minimum bill paid each month in the year.

Billing Demand:

The billing demand shall be the maximum indicated kilowatt demand but not less than fifty percent (50%) of the maximum indicated kilowatt demand recorded in the twelve month period ending with the current month, except that no billing demand shall be less than five hundred kilowatts (500 kW).

Section 5 - Payment

Bills are rendered monthly and are due and payable within 10 days from the date of billing. Any monthly bills not paid by the 20<sup>th</sup> of the month shall be assessed a 5% add-on penalty charge and be subject to disconnection. The customer, in order to be reconnected, must pay all bills for electric service together with any applicable reconnection charges.

Section 6 – General

Customers receiving service under this rate schedule may be required to sign a contract effective for at least one year.

As far as practical, all energy should pass through one point of delivery and the BMU, at its option, may meter at primary voltage.

Power Factor Clause

BMU will install a suitable demand meter(s) for determining the monthly maximum indicated demand. The Customer will at all times maintain a power factor of not less than eighty-five percent (85%), lagging. If the power factor is less than 85% and the customer does not expeditiously take corrective action, the BMU shall adjust the customer's billed demand in accordance with the following formula:

$$\text{Bill Demand (KW)} = \frac{\text{Actual Demand (KW)} \times .85}{\text{Actual Power Factor}}$$

Continued failure to maintain an 85% power factor may result in discontinuance of service to the customer until such time the customer installs suitable devices to bring the power factor up to 85%, or higher, or BMU may install necessary corrective equipment on its lines to improve the customer's power factor to at least 85% and will charge the customer for the total installed cost for same (including material, labor and overhead costs).

Date Approved \_\_\_\_\_

Date Effective October 01, 2019

\_\_\_\_\_  
Mayor  
City of Sikeston

\_\_\_\_\_  
Chairman  
Board of Municipal Utilities

SIKESTON BOARD OF MUNICIPAL UTILITIES  
107 E. Malone Ave / PO Box 370  
Sikeston, Missouri 63801

Date of Last  
Rate Revision  
October 01, 2018

**ELECTRIC LARGE INDUSTRIAL POWER SERVICE 8-79**

Page 1 of 2

Section 1 - Availability

This rate is available to any large industrial customer using standard electric service for power or combined power, lighting, heating and/or special equipment at points on the Board of Municipal Utilities (hereinafter called BMU) existing distribution lines within the area served by BMU. No billing shall be made for a maximum demand of less than one hundred kilowatts (100 KW). Any customer billed under this schedule must be willing to assume in each billing period a minimum demand of 100 KW.

Section 2 - Character of Service

Alternating current, 60 cycle, 240 volt, 480 volt, or 2,400 volt, three-phase, for power loads, and 120/240 volts, single-phase for lighting and incidental loads.

Section 3 - Application

To single-phase or three-phase service for all industrial power uses in manufacturing and processing establishments where BMU is the sole source of supply. Service is for the exclusive use of the customer and shall not be resold or shared with others.

Section 4 - Rate

Facilities Charge	\$330.00
Demand Charge per kilowatt of billing demand	\$11.40
Energy Charge	\$.03802 per kWh

Minimum Charge:

The monthly minimum charge shall be the Facilities Charge plus the Billing Demand Charge, but not less than \$1,470.00. This schedule contemplates year around service with at least a minimum bill paid each month in the year.

Billing Demand:

The billing demand shall be the maximum indicated kilowatt demand but not less than fifty percent (50%) of the maximum indicated kilowatt demand recorded in the twelve month period ending with the current month, except that no billing demand shall be less than one hundred kilowatts (100 kW).

Date Approved \_\_\_\_\_

Date Effective October 01, 2019

\_\_\_\_\_  
Mayor  
City of Sikeston

\_\_\_\_\_  
Chairman  
Board of Municipal Utilities

Section 5 – Payment

Bills are rendered monthly and are due and payable within 10 days from the date of billing. Any monthly bills not paid by the 20<sup>th</sup> of the month shall be assessed a 5% add-on penalty charge and be subject to disconnection. The customer, in order to be reconnected, must pay all bills for electric service together with any applicable reconnection charges.

Section 6 – Tax Clause

Bills computed under this rate are NOT subject to any increase because of municipal taxes. Donations in free street lighting, electricity and other services are made by the BMU to the City of Sikeston in lieu of taxes.

Section 6 – General

Customers receiving service under this rate schedule may be required to sign a contract effective for at least one year or more.

As far as practical, all energy should pass through one point of delivery and the BMU, at its option, may meter at primary voltage.

Power Factor Clause

BMU will install a suitable demand meter(s) for determining the monthly maximum indicated demand. The Customer will at all times maintain a power factor of not less than eighty-five percent (85%), lagging. If the power factor is less than 85% and the customer does not expeditiously take corrective action, the BMU shall adjust the customer's billed demand in accordance with the following formula:

$$\text{Billed Demand (KW)} = \frac{\text{Actual Demand (KW)} \times .85}{\text{Actual Power Factor}}$$

Continued failure to maintain an 85% power factor may result in discontinuance of service to the customer until such time the customer installs suitable devices to bring the power factor up to 85%, or higher, or BMU may install necessary corrective equipment on its lines to improve the customer's power factor to at least 85% and will charge the customer for the total installed cost for same (including material, labor and overhead costs).

Date Approved \_\_\_\_\_

Date Effective October 01, 2019

\_\_\_\_\_  
Mayor  
City of Sikeston

\_\_\_\_\_  
Chairman  
Board of Municipal Utilities

SIKESTON BOARD OF MUNICIPAL UTILITIES  
 107 E. Malone Ave / PO Box 370  
 Sikeston, Missouri 63801

Date of Last  
 Rate Revision  
January 01, 2019

**ELECTRIC LARGE INDUSTRIAL POWER SERVICE >5MW**

Page 1 of 2

Section 1 - Availability

This rate is available to any large industrial customer using standard electric service for power or combined power, lighting, heating and/or special equipment at points on the Board of Municipal Utilities (hereinafter called BMU) existing distribution lines within the area served by BMU. No billing shall be made for a maximum demand of less than five thousand kilowatts (5,000 KW). Any customer billed under this schedule must be willing to assume in each billing period a minimum demand of 5,000 KW.

Section 2 - Character of Service

Alternating current, 60 cycle, 240 volt, 480 volt, or 2,400 volt, three-phase, for power loads, and 120/240 volts, single-phase for lighting and incidental loads.

Section 3 - Application

To single-phase or three-phase service for all industrial power uses in manufacturing and processing establishments where BMU is the sole source of supply. Service is for the exclusive use of the customer and shall not be resold or shared with others.

Section 4 - Rate

Facilities Charge	\$340.00
Demand Charge	
per kilowatt of billing demand	\$11.60
Energy Charge	\$.03610 per kWh

Minimum Charge:

The monthly minimum charge shall be the Facilities Charge plus the Billing Demand Charge, but not less than \$58,340.00. This schedule contemplates year around service with at least a minimum bill paid each month in the year.

Date Approved \_\_\_\_\_

Date Effective January 01, 2020

\_\_\_\_\_  
 Mayor  
 City of Sikeston

\_\_\_\_\_  
 Chairman  
 Board of Municipal Utilities

**Billing Demand:**

The billing demand shall be the maximum indicated kilowatt demand but not less than fifty percent (50%) of the maximum indicated kilowatt demand recorded in the twelve month period ending with the current month, except that no billing demand shall be less than five thousand kilowatts (5,000 kW).

**Section 5 – Payment**

Bills are rendered monthly and are due and payable within 10 days from the date of billing. Any monthly bills not paid by the 20<sup>th</sup> of the month shall be assessed a 5% add-on penalty charge and be subject to disconnection. The customer, in order to be reconnected, must pay all bills for electric service together with any applicable reconnection charges.

**Section 6 – Tax Clause**

Bills computed under this rate are NOT subject to any increase because of municipal taxes. Donations in free street lighting, electricity and other services are made by the BMU to the City of Sikeston in lieu of taxes.

**Section 6 – General**

Customers receiving service under this rate schedule may be required to sign a contract effective for at least one year or more.

As far as practical, all energy should pass through one point of delivery and the BMU, at its option, may meter at primary voltage.

**Power Factor Clause**

BMU will install a suitable demand meter(s) for determining the monthly maximum indicated demand. The Customer will at all times maintain a power factor of not less than eighty-five percent (85%), lagging. If the power factor is less than 85% and the customer does not expeditiously take corrective action, the BMU shall adjust the customer's billed demand in accordance with the following formula:

$$\text{Billed Demand (KW)} = \frac{\text{Actual Demand (KW)} \times .85}{\text{Actual Power Factor}}$$

Continued failure to maintain an 85% power factor may result in discontinuance of service to the customer until such time the customer installs suitable devices to bring the power factor up to 85%, or higher, or BMU may install necessary corrective equipment on its lines to improve the customer's power factor to at least 85% and will charge the customer for the total installed cost for same (including material, labor and overhead costs).

Date Approved \_\_\_\_\_

Date Effective January 01, 2020

\_\_\_\_\_  
Mayor  
City of Sikeston

\_\_\_\_\_  
Chairman  
Board of Municipal Utilities



**SIKESTON BOARD OF MUNICIPAL UTILITIES**  
**107 E. Malone Ave. / PO Box 370**  
**Sikeston, Missouri 63801**

**Date of Last**  
**Rate Revision**  
**October 01, 2019**

**ELECTRIC****RESIDENTIAL 1-71****PAGE 1 of 1**Section 1 – Availability

This rate is available to all residential customers at points on the Board of Municipal Utilities' (hereinafter called BMU) existing secondary distribution lines within the area served by BMU.

Section 2 – Character of Service

Alternating current, 60 cycles, 120/240 volts, single-phase or where available and at the option of BMU 120/240 volt three-phases, four wire delta of 120/208 volt three-phase, four wire wye.

Section 3 – Application

To single-phase or three-phase service (if available) for all domestic users in private residences, in individual family apartments, supplied through one meter, where the BMU is the sole source of supply. Not applicable for services to recognized rooming or boarding houses or establishments of a commercial nature. Service is for the exclusive use of the customer and shall not be resold or shared with others.

Section 4 – Rate

Customer Charge \$19.00 per month

Energy Charge 0.08503 per kWh

Minimum bill – the minimum bill for any billing period shall be the customer charge.

Section 5 – Payment

Bills are rendered monthly and are due and payable within 10 days from the date of billing. Any monthly bills not paid by the 20<sup>th</sup> of the month shall be assessed a 5% add-on penalty charge and be subject to disconnection. The customer, in order to be reconnected, must pay all bills for electric service together with any applicable reconnection charges.

Section 6 – Tax Clause

Bills computed under this rate are NOT subject to any increase because of municipal taxes. Donations in free street lighting, electricity and other services are made by the BMU to the City of Sikeston in lieu of taxes.

Date Approved \_\_\_\_\_

Date Effective October 01, 2020

\_\_\_\_\_  
 Mayor  
 City of Sikeston

\_\_\_\_\_  
 Chairman  
 Board of Municipal Utilities

"E"

## ELECTRIC

**PAGE 1 of 1**

This rate is available to any commercial customers at points on the Board of Municipal Utilities' (hereinafter called BMU) existing secondary distribution lines within the area served by BMU.

Alternating current, 60 cycles, 120/240 volts, single-phase or where available and at the option of BMU 120/240 volt three-phases, four wire delta of 120/208 volt three-phase, four wire wye.

To single-phase or three-phase service (if available) for all commercial establishments, including churches, schools and hospitals where the BMU is the sole source of supply. Service is for the exclusive use of the customer and shall not be resold or shared with others.

Customer Charge	\$33.00 per month
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Energy Charge	\$0.10683 per kWh
---------------	-------------------

Minimum bill – the minimum bill for any billing period shall be the customer charge.

Bills are rendered monthly and are due and payable within 10 days from the date of billing. Any monthly bills not paid by the 20<sup>th</sup> of the month shall be assessed a 5% add-on penalty charge and be subject to disconnection. The customer, in order to be reconnected, must pay all bills for electric service together with any applicable reconnection charges.

Bills computed under this rate are NOT subject to any increase because of municipal taxes. Donations in free street lighting, electricity and other services are made by the BMU to the City of Sikeston in lieu of taxes.

Date Approved \_\_\_\_\_

Date Effective      October 01, 2020

Mayor  
City of Sikeston

Chairman  
Board of Municipal Utilities

SIKESTON BOARD OF MUNICIPAL UTILITIES  
107 E. Malone Ave / PO Box 370  
Sikeston, Missouri 63801

Date of Last  
Rate Revision  
October 01, 2019

**ELECTRIC**

**LARGE GENERAL SERVICE 6-78**

Page 1 of 2

Section 1 - Availability

This rate is available to any large commercial customer using standard service for power or combined power, lighting, heating and/or special equipment at points on the Board of Municipal Utilities (hereinafter called BMU) existing distribution lines within the area served by BMU. No billing demand shall be made for a maximum demand of less than one hundred kilowatts (100 KW). Any customer billed under this schedule must be willing to assume in each billing period a minimum demand of 100 KW.

Section 2 - Character of Service

BMU will specify and provide a standard single and/or three phase alternating current secondary service voltage.

Section 3 - Application

To single-phase or three-phase service for all large commercial uses where the BMU is the sole source of supply. Service is for the exclusive use of the customer and shall not be resold or shared with others.

Section 4 - Rate

Facilities Charge \$480.00

Demand Charge  
per KW of billing demand \$13.00

Energy Charge  
First 180 kWh per KW Demand .05398 per kWh

Minimum Charge:

The monthly minimum charge shall be the billing demand charge, but not less than \$1,780.00. This schedule contemplates year around service with at least a minimum bill paid each month in the year.

Billing Demand:

The billing demand shall be the maximum indicated kilowatt demand but not less than fifty percent (50%) of the maximum indicated kilowatt demand recorded in the twelve month period ending with the current month, except that no billing demand shall be less than one hundred kilowatts (100 kW).

Date Approved \_\_\_\_\_

Date Effective October 01, 2020

\_\_\_\_\_  
Mayor  
City of Sikeston

\_\_\_\_\_  
Chairman  
Board of Municipal Utilities

"E"

Section 5 – Payment

Bills are rendered monthly and are due and payable within 10 days from the date of billing. Any monthly bills not paid by the 20<sup>th</sup> of the month shall be assessed a 5% add-on penalty charge and be subject to disconnection. The customer, in order to be reconnected, must pay all bills for electric service together with any applicable reconnection charges.

Section 6 – Tax Clause

Bills computed under this rate are NOT subject to any increase because of municipal taxes. Donations in free street lighting, electricity and other services are made by the BMU to the City of Sikeston in lieu of taxes.

Section 7 – General

Customers receiving service under this rate schedule shall sign a contract effective for at least one year.

As far as practical, all energy should pass through one point of delivery and the BMU, at its option, may meter at primary voltage.

Power Factor Clause

BMU will install a suitable demand meter(s) for determining the monthly maximum indicated demand. The Customer will at all times maintain a power factor of not less than eighty-five percent (85%), lagging. If the power factor is less than 85% and the customer does not expeditiously take corrective action, the BMU shall adjust the customer's billed demand in accordance with the following formula:

$$\text{Bill Demand (KW)} = \frac{\text{Actual Demand (KW)} \times .85}{\text{Actual Power Factor}}$$

Continued failure to maintain an 85% power factor may result in discontinuance of service to the customer until such time the customer installs suitable devices to bring the power factor up to 85%, or higher, or BMU may install necessary corrective equipment on its lines to improve the customer's power factor to at least 85% and will charge the customer for the total installed cost for same (including material, labor and overhead costs).

Date Approved \_\_\_\_\_

Date Effective October 01, 2020

\_\_\_\_\_  
Mayor  
City of Sikeston

\_\_\_\_\_  
Chairman  
Board of Municipal Utilities

"E"

SIKESTON BOARD OF MUNICIPAL UTILITIES  
107 E. Malone Ave / PO Box 370  
Sikeston, Missouri 63801

Date of Last  
Rate Revision  
October 01, 2019

**ELECTRIC**

**LARGE POWER SERVICE- LPS**

Page 1 of 2

Section 1 - Availability

This rate is available to any customer using standard service for power or combined power, lighting, heating and/or special equipment at points on the Board of Municipal Utilities (hereinafter called BMU) existing distribution lines within the area served by BMU. No billing demand shall be made for a maximum demand of less than five hundred kilowatts (500 KW). Any customer billed under this schedule must be willing to assume in each billing period a minimum demand of 500 KW.

Section 2 - Character of Service

BMU will specify and provide a standard single and/or three phase alternating current secondary service voltage.

Section 3 - Application

To single-phase or three-phase service for all large commercial uses where the BMU is the sole source of supply. Service is for the exclusive use of the customer and shall not be resold or shared with others.

Section 4 - Rate

Facilities Charge	\$410.00
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Demand Charge	
per KW of billing demand	\$12.80

Energy Charge	.05066 per kWh
---------------	----------------

Minimum Charge:

The monthly minimum charge shall be the Facilities Charge plus the Billing Demand Charge, but not less than \$6,810.00. This schedule contemplates year around service with at least a minimum bill paid each month in the year.

Billing Demand:

The billing demand shall be the maximum indicated kilowatt demand but not less than fifty percent (50%) of the maximum indicated kilowatt demand recorded in the twelve month period ending with the current month, except that no billing demand shall be less than five hundred kilowatts (500 kW).

Section 5 - Payment

Bills are rendered monthly and are due and payable within 10 days from the date of billing. Any monthly bills not paid by the 20<sup>th</sup> of the month shall be assessed a 5% add-on penalty charge and be subject to disconnection. The customer, in order to be reconnected, must pay all bills for electric service together with any applicable reconnection charges.

"E"

Section 6 – General

Customers receiving service under this rate schedule may be required to sign a contract effective for at least one year.

As far as practical, all energy should pass through one point of delivery and the BMU, at its option, may meter at primary voltage.

Power Factor Clause

BMU will install a suitable demand meter(s) for determining the monthly maximum indicated demand. The Customer will at all times maintain a power factor of not less than eighty-five percent (85%), lagging. If the power factor is less than 85% and the customer does not expeditiously take corrective action, the BMU shall adjust the customer's billed demand in accordance with the following formula:

$$\text{Bill Demand (KW)} = \frac{\text{Actual Demand (KW)} \times .85}{\text{Actual Power Factor}}$$

Continued failure to maintain an 85% power factor may result in discontinuance of service to the customer until such time the customer installs suitable devices to bring the power factor up to 85%, or higher, or BMU may install necessary corrective equipment on its lines to improve the customer's power factor to at least 85% and will charge the customer for the total installed cost for same (including material, labor and overhead costs).

Date Approved \_\_\_\_\_

Date Effective October 01, 2020

\_\_\_\_\_  
Mayor  
City of Sikeston

\_\_\_\_\_  
Chairman  
Board of Municipal Utilities

SIKESTON BOARD OF MUNICIPAL UTILITIES  
107 E. Malone Ave / PO Box 370  
Sikeston, Missouri 63801

Date of Last  
Rate Revision  
October 01, 2019

**ELECTRIC LARGE INDUSTRIAL POWER SERVICE 8-79**

Page 1 of 2

Section 1 - Availability

This rate is available to any large industrial customer using standard electric service for power or combined power, lighting, heating and/or special equipment at points on the Board of Municipal Utilities (hereinafter called BMU) existing distribution lines within the area served by BMU. No billing shall be made for a maximum demand of less than one hundred kilowatts (100 KW). Any customer billed under this schedule must be willing to assume in each billing period a minimum demand of 100 KW.

Section 2 - Character of Service

Alternating current, 60 cycle, 240 volt, 480 volt, or 2,400 volt, three-phase, for power loads, and 120/240 volts, single-phase for lighting and incidental loads.

Section 3 - Application

To single-phase or three-phase service for all industrial power uses in manufacturing and processing establishments where BMU is the sole source of supply. Service is for the exclusive use of the customer and shall not be resold or shared with others.

Section 4 - Rate

Facilities Charge	\$410.00
Demand Charge	
per kilowatt of billing demand	\$12.40
Energy Charge	\$.03860 per kWh

Minimum Charge:

The monthly minimum charge shall be the Facilities Charge plus the Billing Demand Charge, but not less than \$1,650.00. This schedule contemplates year around service with at least a minimum bill paid each month in the year.

Billing Demand:

The billing demand shall be the maximum indicated kilowatt demand but not less than fifty percent (50%) of the maximum indicated kilowatt demand recorded in the twelve month period ending with the current month, except that no billing demand shall be less than one hundred kilowatts (100 kW).

Date Approved \_\_\_\_\_

Date Effective October 01, 2020

\_\_\_\_\_  
Mayor  
City of Sikeston

\_\_\_\_\_  
Chairman  
Board of Municipal Utilities

"E"

Section 5 – Payment

Bills are rendered monthly and are due and payable within 10 days from the date of billing. Any monthly bills not paid by the 20<sup>th</sup> of the month shall be assessed a 5% add-on penalty charge and be subject to disconnection. The customer, in order to be reconnected, must pay all bills for electric service together with any applicable reconnection charges.

Section 6 – Tax Clause

Bills computed under this rate are NOT subject to any increase because of municipal taxes. Donations in free street lighting, electricity and other services are made by the BMU to the City of Sikeston in lieu of taxes.

Section 6 – General

Customers receiving service under this rate schedule may be required to sign a contract effective for at least one year or more.

As far as practical, all energy should pass through one point of delivery and the BMU, at its option, may meter at primary voltage.

Power Factor Clause

BMU will install a suitable demand meter(s) for determining the monthly maximum indicated demand. The Customer will at all times maintain a power factor of not less than eighty-five percent (85%), lagging. If the power factor is less than 85% and the customer does not expeditiously take corrective action, the BMU shall adjust the customer's billed demand in accordance with the following formula:

$$\text{Billed Demand (KW)} = \frac{\text{Actual Demand (KW)} \times .85}{\text{Actual Power Factor}}$$

Continued failure to maintain an 85% power factor may result in discontinuance of service to the customer until such time the customer installs suitable devices to bring the power factor up to 85%, or higher, or BMU may install necessary corrective equipment on its lines to improve the customer's power factor to at least 85% and will charge the customer for the total installed cost for same (including material, labor and overhead costs).

Date Approved \_\_\_\_\_

Date Effective October 01, 2020

\_\_\_\_\_  
Mayor  
City of Sikeston

\_\_\_\_\_  
Chairman  
Board of Municipal Utilities



SIKESTON BOARD OF MUNICIPAL UTILITIES  
 107 E. Malone Ave / PO Box 370  
 Sikeston, Missouri 63801

Date of Last  
 Rate Revision  
January 01, 2020

**ELECTRIC LARGE INDUSTRIAL POWER SERVICE >5MW**

Page 1 of 2

Section 1 - Availability

This rate is available to any large industrial customer using standard electric service for power or combined power, lighting, heating and/or special equipment at points on the Board of Municipal Utilities (hereinafter called BMU) existing distribution lines within the area served by BMU. No billing shall be made for a maximum demand of less than five thousand kilowatts (5,000 KW). Any customer billed under this schedule must be willing to assume in each billing period a minimum demand of 5,000 KW.

Section 2 - Character of Service

Alternating current, 60 cycle, 240 volt, 480 volt, or 2,400 volt, three-phase, for power loads, and 120/240 volts, single-phase for lighting and incidental loads.

Section 3 - Application

To single-phase or three-phase service for all industrial power uses in manufacturing and processing establishments where BMU is the sole source of supply. Service is for the exclusive use of the customer and shall not be resold or shared with others.

Section 4 - Rate

Facilities Charge	\$410.00
Demand Charge	
per kilowatt of billing demand	\$12.60
Energy Charge	\$.03588 per kWh

Minimum Charge:

The monthly minimum charge shall be the Facilities Charge plus the Billing Demand Charge, but not less than \$63,410.00. This schedule contemplates year around service with at least a minimum bill paid each month in the year.

Date Approved \_\_\_\_\_

Date Effective January 01, 2021

\_\_\_\_\_  
 Mayor  
 City of Sikeston

\_\_\_\_\_  
 Chairman  
 Board of Municipal Utilities

**Billing Demand:**

The billing demand shall be the maximum indicated kilowatt demand but not less than fifty percent (50%) of the maximum indicated kilowatt demand recorded in the twelve month period ending with the current month, except that no billing demand shall be less than five thousand kilowatts (5,000 kW).

**Section 5 – Payment**

Bills are rendered monthly and are due and payable within 10 days from the date of billing. Any monthly bills not paid by the 20<sup>th</sup> of the month shall be assessed a 5% add-on penalty charge and be subject to disconnection. The customer, in order to be reconnected, must pay all bills for electric service together with any applicable reconnection charges.

**Section 6 – Tax Clause**

Bills computed under this rate are NOT subject to any increase because of municipal taxes. Donations in free street lighting, electricity and other services are made by the BMU to the City of Sikeston in lieu of taxes.

**Section 6 – General**

Customers receiving service under this rate schedule may be required to sign a contract effective for at least one year or more.

As far as practical, all energy should pass through one point of delivery and the BMU, at its option, may meter at primary voltage.

**Power Factor Clause**

BMU will install a suitable demand meter(s) for determining the monthly maximum indicated demand. The Customer will at all times maintain a power factor of not less than eighty-five percent (85%), lagging. If the power factor is less than 85% and the customer does not expeditiously take corrective action, the BMU shall adjust the customer's billed demand in accordance with the following formula:

$$\text{Billed Demand (KW)} = \frac{\text{Actual Demand (KW)} \times .85}{\text{Actual Power Factor}}$$

Continued failure to maintain an 85% power factor may result in discontinuance of service to the customer until such time the customer installs suitable devices to bring the power factor up to 85%, or higher, or BMU may install necessary corrective equipment on its lines to improve the customer's power factor to at least 85% and will charge the customer for the total installed cost for same (including material, labor and overhead costs).

Date Approved \_\_\_\_\_

Date Effective January 01, 2021

\_\_\_\_\_  
Mayor  
City of Sikeston

\_\_\_\_\_  
Chairman  
Board of Municipal Utilities

# **Council Letter**

---

Date of Meeting: 18-09-10

Originating Department: City Manager

To the Mayor and City Council:

Subject: 2nd Reading of Bill 6122, Establishing & Authorizing Sanitary Sewer Charges & Rates

Attachment(s):

1. Bill 6122
2. BMU Sanitary Sewer Rate Sheets

Action Options:

1. 2nd Reading & Approval of Bill #6122
2. Other action Council may deem necessary

Background:

The Sikeston Board of Municipal Utilities (BMU) has submitted the attached requests for sanitary sewer rate increases. BMU General Manager Rick Landers will be present to answer any questions.

Council's approval of this bill is being requested.

A BILL, WHICH UPON ADOPTION AND PASSAGE SHALL BECOME ORDINANCE NUMBER 6122 AUTHORIZING AND ESTABLISHING SANITARY SEWER CHARGES AND RATES FOR THE CITY OF SIKESTON.

WHEREAS, the Board of Municipal Utilities has determined that sanitary sewer rate increases are necessary and proper to maintain the economic viability of the municipal utility system, and

WHEREAS, the City Council believes an increase in rates is in the overall best interest of the residents of Sikeston.

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

SECTION I: This ordinance shall not be codified in the City Municipal Code.

SECTION II: The sanitary sewer rates to be charged by the Board of Municipal Utilities from and after January 1, 2019 shall be as set forth on Exhibit "A" which is attached hereto and incorporated by reference.

SECTION III: The sanitary sewer rates to be charged by the Board of Municipal Utilities from and after January 1, 2020 shall be as set forth on Exhibit "B" which is attached hereto and incorporated by reference.

SECTION IV: The sanitary rates to be charged by the Board of Municipal Utilities from and after January 1, 2021 shall be as set forth on Exhibit "C" which is attached hereto and incorporated by reference.

SECTION V: The Mayor and/or City Clerk are authorized to execute any and all documents necessary to implement said rate changes.

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

SECTION VII: 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 VIII: Record of Passage:

A. Bill Number 6122 was introduced and read the first time this 27th day of August, 2018.

B. Bill Number 6122 was read the second time and discussed on this 10th day of September, 2018 and was voted as follows:

Burch \_\_\_\_\_, White-Ross \_\_\_\_\_, Gilmore \_\_\_\_\_, Evans \_\_\_\_\_,  
Settles \_\_\_\_\_, Meredith \_\_\_\_\_, Self \_\_\_\_\_,  
thereby being \_\_\_\_\_, and becoming Ordinance 6122.

C. Ordinance 6122 shall be in full force and effect from and after October 10, 2018.

\_\_\_\_\_  
STEVEN BURCH, Mayor

Approved as to Form:

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

SEAL/ATTEST:

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

October 1, 2013  
Date

Exhibit "A"

**SANITARY SEWER**

**SERVICE RATE**

**Page 1 of 2**

**AVAILABILITY:**

This rate schedule is available to any customer within the City Limits and adjacent to the City's Sanitary Sewer distribution mains, requiring standard sewer service.

**SERVICE RATE:**

Customer Charge: The Customer Charge shall be based on the water meter size, as follows

<u>Meter Size</u>	<u>Customer Charge</u>
3/4"	4.25
1"	4.25
1 1/2"	8.00
2"	13.00
3"	25.00
4"	50.00
6"	100.00
8"	200.00

Volume Charge:

\$2.35 per thousand gallons

Minimum Bill: The Minimum bill for any billing period shall be the Customer Charge and shall apply to any period in which the water service is billed.

**GENERAL:**

Service will be furnished in accordance with rules and regulations adopted by the Board of Municipal Utilities.

DATE APPROVED: \_\_\_\_\_

DATE EFFECTIVE: January 1, 2019

\_\_\_\_\_  
MAYOR  
City of Sikeston

\_\_\_\_\_  
CHAIRMAN  
Board of Municipal Utilities

October 1, 2013  
Date

"A"

**SANITARY SEWER**

Page 2 of 2

**SPECIAL NOTE**

**CLASS OF CUSTOMER:**

Residential

**RULES GOVERNING RESIDENTIAL SEWER FEE:**

1. The sewer service fee shall be based on the rate per thousand gallons of water sold. For the billing period consisting of meter readings taken after October 1, and prior to July 1, the consumption as registered on the water meter shall be the basis for determining the sewer service fee. For the billing periods represented by the meter readings taken after July 1, and prior to October 1, (those bills having due dates of August 10, September 10, and October 10, respectively) the sewer service fee shall be determined by applying the applicable rate to the average water consumption derived from the prior nine months, or the actual consumption whichever is less.
2. The average water consumption shall be determined by taking the sum of the water consumption of the number of months available and dividing it by the number of months. The number of months available shall include a maximum of nine billings prior to the July 1, reading date.
3. In order for the average to be established, a consumer must be billed for at least one month's service, of which the billing period shall not be less than thirty days.
4. A consumer's average is established at each residence he may occupy. An average established at one residence will not be used as a basis for billing at subsequent residences.
5. If a consumer occupies a residence during the average period, (i.e., during the meter reading period of July 1 - October 1) his sewer service fee for the first months billing will be based on actual water consumption for the billing period. Any subsequent billings during the average period also will be based on the first month's consumption.

DATE APPROVED: \_\_\_\_\_

DATE EFFECTIVE: January 1, 2019

\_\_\_\_\_  
MAYOR  
City of Sikeston

\_\_\_\_\_  
CHAIRMAN  
Board of Municipal Utilities

January 1, 2019  
Date

Exhibit "B"

**SANITARY SEWER**

**SERVICE RATE**

**Page 1 of 2**

**AVAILABILITY:**

This rate schedule is available to any customer within the City Limits and adjacent to the City's Sanitary Sewer distribution mains, requiring standard sewer service.

**SERVICE RATE:**

Customer Charge: The Customer Charge shall be based on the water meter size, as follows

<u>Meter Size</u>	<u>Customer Charge</u>
3/4"	4.25
1"	4.25
1 1/2"	8.00
2"	13.00
3"	50.00
4"	100.00
6"	200.00
8"	300.00

Volume Charge:

\$2.70 per thousand gallons

Minimum Bill: The Minimum bill for any billing period shall be the Customer Charge and shall apply to any period in which the water service is billed.

**GENERAL:**

Service will be furnished in accordance with rules and regulations adopted by the Board of Municipal Utilities.

DATE APPROVED: \_\_\_\_\_

DATE EFFECTIVE: January 1, 2020

\_\_\_\_\_  
MAYOR  
City of Sikeston

\_\_\_\_\_  
CHAIRMAN  
Board of Municipal Utilities

January 1, 2019  
Date

"β"

**SANITARY SEWER**

**Page 2 of 2**

**SPECIAL NOTE**

**CLASS OF CUSTOMER:**

Residential

**RULES GOVERNING RESIDENTIAL SEWER FEE:**

1. The sewer service fee shall be based on the rate per thousand gallons of water sold. For the billing period consisting of meter readings taken after October 1, and prior to July 1, the consumption as registered on the water meter shall be the basis for determining the sewer service fee. For the billing periods represented by the meter readings taken after July 1, and prior to October 1, (those bills having due dates of August 10, September 10, and October 10, respectively) the sewer service fee shall be determined by applying the applicable rate to the average water consumption derived from the prior nine months, or the actual consumption whichever is less.
2. The average water consumption shall be determined by taking the sum of the water consumption of the number of months available and dividing it by the number of months. The number of months available shall include a maximum of nine billings prior to the July 1, reading date.
3. In order for the average to be established, a consumer must be billed for at least one month's service, of which the billing period shall not be less than thirty days.
4. A consumer's average is established at each residence he may occupy. An average established at one residence will not be used as a basis for billing at subsequent residences.
5. If a consumer occupies a residence during the average period, (i.e., during the meter reading period of July 1 - October 1) his sewer service fee for the first months billing will be based on actual water consumption for the billing period. Any subsequent billings during the average period also will be based on the first month's consumption.

DATE APPROVED: \_\_\_\_\_

DATE EFFECTIVE: January 1, 2020

\_\_\_\_\_  
MAYOR  
City of Sikeston

\_\_\_\_\_  
CHAIRMAN  
Board of Municipal Utilities



January 1, 2020  
Date

Exhibit "C"

**SANITARY SEWER**

**SERVICE RATE**

**Page 1 of 2**

**AVAILABILITY:**

This rate schedule is available to any customer within the City Limits and adjacent to the City's Sanitary Sewer distribution mains, requiring standard sewer service.

**SERVICE RATE:**

Customer Charge: The Customer Charge shall be based on the water meter size, as follows

<u>Meter Size</u>	<u>Customer Charge</u>
3/4"	4.25
1"	4.25
1 1/2"	8.00
2"	13.00
3"	55.00
4"	100.00
6"	250.00
8"	375.00

Volume Charge:

\$3.12 per thousand gallons

Minimum Bill: The Minimum bill for any billing period shall be the Customer Charge and shall apply to any period in which the water service is billed.

**GENERAL:**

Service will be furnished in accordance with rules and regulations adopted by the Board of Municipal Utilities.

DATE APPROVED: \_\_\_\_\_

DATE EFFECTIVE: January 1, 2021

\_\_\_\_\_  
MAYOR  
City of Sikeston

\_\_\_\_\_  
CHAIRMAN  
Board of Municipal Utilities

January 1, 2020  
Date

"C"

**SANITARY SEWER**

Page 2 of 2

**SPECIAL NOTE**

**CLASS OF CUSTOMER:**

Residential

**RULES GOVERNING RESIDENTIAL SEWER FEE:**

1. The sewer service fee shall be based on the rate per thousand gallons of water sold. For the billing period consisting of meter readings taken after October 1, and prior to July 1, the consumption as registered on the water meter shall be the basis for determining the sewer service fee. For the billing periods represented by the meter readings taken after July 1, and prior to October 1, (those bills having due dates of August 10, September 10, and October 10, respectively) the sewer service fee shall be determined by applying the applicable rate to the average water consumption derived from the prior nine months, or the actual consumption whichever is less.
2. The average water consumption shall be determined by taking the sum of the water consumption of the number of months available and dividing it by the number of months. The number of months available shall include a maximum of nine billings prior to the July 1, reading date.
3. In order for the average to be established, a consumer must be billed for at least one month's service, of which the billing period shall not be less than thirty days.
4. A consumer's average is established at each residence he may occupy. An average established at one residence will not be used as a basis for billing at subsequent residences.
5. If a consumer occupies a residence during the average period, (i.e., during the meter reading period of July 1 - October 1) his sewer service fee for the first months billing will be based on actual water consumption for the billing period. Any subsequent billings during the average period also will be based on the first month's consumption.

DATE APPROVED: \_\_\_\_\_

DATE EFFECTIVE: January 1, 2021

\_\_\_\_\_  
MAYOR  
City of Sikeston

\_\_\_\_\_  
CHAIRMAN  
Board of Municipal Utilities

# **Council Letter**

---

Date of Meeting: 18-09-10

Originating Department: City Manager

To the Mayor and City Council:

Subject: 2nd Reading of Bill 6123, Establishing & Authorizing Water Charges & Rates

Attachment(s):

1. Bill #6123
2. BMU Water Rate Sheets

Action Options:

1. 2nd Reading & Approval of Bill 6123
2. Other action Council may deem necessary

Background:

The Sikeston Board of Municipal Utilities (BMU) has submitted the attached requests for water rate increases. BMU General Manager Rick Landers will be present to answer any questions.

Council's approval of this bill is being requested.

A BILL, WHICH UPON ADOPTION AND PASSAGE SHALL BECOME ORDINANCE NUMBER 6123 AUTHORIZING AND ESTABLISHING WATER CHARGES AND RATES FOR THE CITY OF SIKESTON.

WHEREAS, the Board of Municipal Utilities has determined that water rate increases are necessary and proper to maintain the economic viability of the municipal utility system, and

WHEREAS, the City Council believes an increase in rates is in the overall best interest of the residents of Sikeston.

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

SECTION I: This ordinance shall not be codified in the City Municipal Code.

SECTION II: The water rates to be charged by the Board of Municipal Utilities from and after January 1, 2019 shall be as set forth on Exhibit "A" which is attached hereto and incorporated by reference.

SECTION III: The water rates to be charged by the Board of Municipal Utilities from and after January 1, 2020 shall be as set forth on Exhibit "B" which is attached hereto and incorporated by reference.

SECTION IV: The water rates to be charged by the Board of Municipal Utilities from and after January 1, 2021 shall be as set forth on Exhibit "C" which is attached hereto and incorporated by reference.

SECTION V: The Mayor and/or City Clerk are authorized to execute any and all documents necessary to implement said rate changes.

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

SECTION VII: 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 VIII: Record of Passage:

A. Bill Number 6123 was introduced and read the first time this 27th day of August, 2018.

B. Bill Number 6123 was read the second time and discussed on this 10th day of September, 2018 and was voted as follows:

Burch \_\_\_\_\_, White-Ross \_\_\_\_\_, Gilmore \_\_\_\_\_, Evans \_\_\_\_\_,

Settles \_\_\_\_\_, Meredith \_\_\_\_\_, Self \_\_\_\_\_,

thereby being \_\_\_\_\_, and becoming Ordinance 6123.

C. Ordinance 6123 shall be in full force and effect from and after October 10, 2018.

\_\_\_\_\_  
STEVEN BURCH, Mayor

Approved as to Form:

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

SEAL/ATTEST:

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

**Sikeston Board of Municipal Utilities**  
**107 E. Malone Ave / P.O. Box 370**  
**Sikeston, MO 63801**

**Date of Last  
Rate Revision**

**October 1, 2013**  
**Date**

**WATER**                      **GENERAL SERVICE RATE**                      **PAGE 1 OF 1**

**AVAILABILITY**

This rate schedule is available to any metered customer within the City Limits and adjacent to the City's water distribution Mains, requiring standard water service. Usage through a single meter shall not combined with any other meter(s) for billing purposes.

**SERVICE RATE**

Customer Charge: The customer charge shall be based on meter size as follows.

<u>Meter Size</u>	<u>Customer Charge</u>
3/4"	7.25
1"	9.50
1 1/2"	14.00
2"	24.50
3"	76.00
4"	135.00
6"	210.00
8"	350.00

Usage Charges:

First 4,000,000 gallons or less	\$2.45 per thousand gallons
Over 4,000,000 gallons	\$2.00 per thousand gallons

Minimum Bill: The minimum bill for any billing period shall be the Customer Charge

**GENERAL**

Service will be furnished in accordance with rules and regulations adopted by the Board of Municipal Utilities.

**DATE APPROVED** \_\_\_\_\_

**DATE EFFECTIVE** January 01, 2019

\_\_\_\_\_  
**MAYOR**  
**City of Sikeston**

\_\_\_\_\_  
**CHAIRMAN**  
**Board of Municipal Utilities**

**Sikeston Board of Municipal Utilities**  
**107 E. Malone Ave / P.O. Box 370**  
**Sikeston, MO 63801**

**Date of Last  
Rate Revision**

**January 1, 2019**  
**Date**

**WATER GENERAL SERVICE RATE PAGE 1 OF 1**

**AVAILABILITY**

This rate schedule is available to any metered customer within the City Limits and adjacent to the City's water distribution Mains, requiring standard water service. Usage through a single meter shall not combined with any other meter(s) for billing purposes.

**SERVICE RATE**

Customer Charge: The customer charge shall be based on meter size as follows.

<u>Meter Size</u>	<u>Customer Charge</u>
3/4"	8.75
1"	9.50
1 1/2"	15.50
2"	24.50
3"	76.00
4"	135.00
6"	210.00
8"	500.00

Usage Charges:

First 4,000,000 gallons or less	\$2.78 per thousand gallons
Over 4,000,000 gallons	\$2.10 per thousand gallons

Minimum Bill: The minimum bill for any billing period shall be the Customer Charge

**GENERAL**

Service will be furnished in accordance with rules and regulations adopted by the Board of Municipal Utilities.

**DATE APPROVED** \_\_\_\_\_

**DATE EFFECTIVE** January 01, 2020

\_\_\_\_\_  
**MAYOR**  
City of Sikeston

\_\_\_\_\_  
**CHAIRMAN**  
Board of Municipal Utilities

**Sikeston Board of Municipal Utilities**  
**107 E. Malone Ave / P.O. Box 370**  
**Sikeston, MO 63801**

**Date of Last  
Rate Revision**

**January 1, 2020**  
**Date**

**WATER GENERAL SERVICE RATE PAGE 1 OF 1**

**AVAILABILITY**

This rate schedule is available to any metered customer within the City Limits and adjacent to the City's water distribution Mains, requiring standard water service. Usage through a single meter shall not combined with any other meter(s) for billing purposes.

**SERVICE RATE**

Customer Charge: The customer charge shall be based on meter size as follows.

<u>Meter Size</u>	<u>Customer Charge</u>
3/4"	9.00
1"	9.75
1 1/2"	16.00
2"	24.50
3"	80.00
4"	140.00
6"	210.00
8"	750.00

Usage Charges:

First 4,000,000 gallons or less	\$3.29 per thousand gallons
Over 4,000,000 gallons	\$2.25 per thousand gallons

Minimum Bill: The minimum bill for any billing period shall be the Customer Charge

**GENERAL**

Service will be furnished in accordance with rules and regulations adopted by the Board of Municipal Utilities.

**DATE APPROVED** \_\_\_\_\_

**DATE EFFECTIVE** January 01, 2021

\_\_\_\_\_  
**MAYOR**  
**City of Sikeston**

\_\_\_\_\_  
**CHAIRMAN**  
**Board of Municipal Utilities**

## Council Letter

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Date of Meeting: 18-09-10

Originating Department: General Government

To the Mayor and City Council:

Subject: Boards & Commissions Appointments

Attachments:

1. Summary, Boards & Commissions membership, terms and applicants
2. Listing of residents seeking appointment (Resource Bank Applicants)
3. Listing of Current Boards and Commissions Members

Action Options:

1. Make 2018 Appointments
2. Other Action Council May Deem Necessary

Background:

Council action is requested on these 34 appointments to Boards & Commissions. Oath of Office ceremonies will be conducted during the 11:30 AM meeting of September 24 and the 5 PM meeting of October 1.

Council action will be requested as follows:

BOARD OF ADJUSTMENTS: 1 appointment (full member)

BOARD OF APPEALS: 2 appointments

BMU COMMISSION: 1 appointment

ENHANCED ENTERPRISE ZONE BOARD: 1 appointment

HOUSING AUTHORITY BOARD: 2 appointments

LAND CLEARANCE REDEVELOPMENT AUTHORITY: 1 appointment

PARK BOARD: 3 appointments

PLANNING & ZONING COMMISSION: 2 appointments

PUBLIC SAFETY ADVISORY BOARD: 2 appointments

RENTAL ORDINANCE APPEALS BOARD: 3 appointments



SIKESTON PAWS ADVISORY BOARD: 2 appointments

TAX INCREMENT FINANCE COMMISSION: 2 appointments

TOURISM ADVISORY BOARD: 2 appointments

TRAFFIC COMMITTEE: 5 appointments

SEMO UNIVERSITY SIKESTON CAMPUS ADVISORY COUNCIL: 5 appointments

**CITY OF SKESTON**  
**2018 BOARDS AND COMMISSIONS APPOINTMENT SUMMARY**  
**APPOINTEES WITH TERMS EXPIRING IN 2018**

**Appointment Policy:** With no board and commission term limits established in the Charter or City Code, Council policy has been to limit appointments to two full terms. This has been superseded, however, when qualified candidates are not available, or when the board or commission is undertaking a project where a change in membership could be detrimental to the project's outcome. In regard to the Library Board, State Statute establishes a limit of two consecutive terms commencing on July 1 of each year. Also the contract establishing the SEMO University - Skeston Campus Advisory Council limits appointees to two consecutive terms commencing on January 1 of each year.

**BOARD OF ADJUSTMENTS**

**APPOINTMENTS REQUESTED: 1**

<u>Term Expiring:</u>	<u>Length of Service</u>	<u>Eligible/Seeks Reappointment</u>
Harvey Cooper, Full Member	Interim Appt.	Yes

Remaining Board Members:

Voting members - William Nace, Jessie Redd, Ron Galemore, Jodi Glidewell  
 Alternates - James Miller, Ellen Brandom, Larry Wheatley

Attendance: Two meetings conducted during period 10/1/17-8/1/18

Cooper	2	Glidewell	1	Alternate Members:	
Nace	1	Galemore	2	Brandon	1
Redd	0	Miller	1	Wheatley	2

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

Term Length: 5 Years

Applicants:

Willie James Billos-Hill, 527 Montgomery

**BOARD OF APPEALS**

**APPOINTMENTS REQUESTED: 2**

<u>Terms Expiring:</u>	<u>Length of Service</u>	<u>Eligible/Seeks Reappointment</u>
Michael Limbaugh	3 Terms	
Reade Ferguson	3 Terms	

Remaining Board Members:

Carl Vincent, James Beaird, Ron Galemore, Larry "Wayne" Wheatley, Marty Presley

Attendance: No meetings were conducted during the period 10/1/17-8/3/18

Qualifications for Appointment:

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

Term Length: 3 Years

Applicants:

None

**BOARD OF MUNICIPAL UTILITIES**

**APPOINTMENTS REQUESTED: 1**

<u>Term Expiring:</u>	<u>Length of Service</u>	<u>Eligible/Seeks Reappointment</u>
Alan Keenan	3 Terms	No

Remaining Commission Members:

Tim Merideth (Independent), Bob Smith (Independent), Brian Menz (Independent)

Attendance: Of the 19 meetings conducted, members attended as follows

Merideth	16	Smith	15
Keenan	16	Menz	18

Qualifications for appointment:

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

Length of Term: 4-Years

Applicants:

Name	Address	Meets Residency Requirement	Party
Missy Marshall	510 N. Kingshighway	Yes	Independent
Matt Drake	821 Harvard	Yes	Independent
Jim McClure	104 Meadowbrook	Yes	Democrat
James Miller	516 W. Lindenwood Ave	Yes	Republican
Clovis Delwiche	107 Charles Dr.	Yes	Democrat
Ronald M. Payne	820 Moore Ave.	Yes	Republican
Paul Cohen	118 N. 6th Street	Yes	Republican
Mike Ziegenhorn	558 Park	Yes	Democrat
Larry Hancock	305 N. Ranney	Yes	Republican

**ENHANCED ENTERPRISE ZONE BOARD****APPOINTMENTS REQUESTED: 1**Term Expiring:

Britt McConnell

Length of Service

Partial

Eligible/Seeks ReappointmentCity Appointees: Rick Adams, James Miller, Steve Matthews, Greg ColwickAttendance: No meetings held October 1, 2017-August 1, 2018Qualifications for City Appointment: NoneSikeston Public School Appointee: Tom Williams; County Commission Appointee: Dennis ZiegenhornLength of Term: 5-YearsApplicants:

Missy Marshall, 510 N. Kingshighwy

Phil Boyer, 107 Wickerwood Drive

Andy Barnes, 105 Lambert Chase

**HOUSING AUTHORITY BOARD OF COMMISSIONERS****APPOINTMENTS REQUESTED: 2**Terms Expiring:

Mike Jensen

Michele Knickman

Length of Service

3 Terms

2 Terms

Eligible/Seeks  
ReappointmentCouncil NotesRemaining Commission Members:

John Leible, Kathy Teachout and Alice Tharp

Attendance: 11 meetings were conducted with attendance as follows:

Jensen	11	Teachout	8	Tharp	10
Leible	6	Knickman	10		

Qualifications for appointment:

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

Length of Term: 4-YearsApplicants:

Name

Address

Meets Residency Requirement

Harry Howard

905 Davis Blvd., #4

Yes

Gordon Waller

901 Westview Drive

Yes

**LCRA COMMISSION****APPOINTMENTS REQUESTED: 1**Term Expiring:

Matthew Wright

Length of Service

One Full Term

Eligible/Seeks Reappointment**Yes**Remaining Members:

Mike Jensen, John Leible, Michael Harris, Dan Marshall

Attendance: Of the 7 meetings conducted, members attended as follows

Marshall	7	Harris	5	Leible	7
Wright	3	Jensen	7		

Qualifications for appointment:

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

Length of Term: 4-YearsApplicants:

Name

Address

Meets Residency Requirement

Paul Cohen

118 N. 6th Street

Yes

James Barnhart

546 N. Ranney

Yes

Agnes Mason

104 Brenda

Yes

Mike Ziegenhorn

558 Park Ave.

Yes

Larry Hancock

305 N. Ranney

Yes

PARK BOARD	APPOINTMENTS REQUESTED: 3
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<u>Terms Expiring:</u>	<u>Length of Service</u>	<u>Eligible/Seeks Reappointment</u>
Ellen Brandom	Two Terms	Yes
Jared Straton	One Term	Yes
Charlotte York	Partial	Yes

Remaining Members:

Wade Hamra, Marcie Lawson, Jeff Hay, Tre Holley, Jason Davis, Mark Grimes

Attendance: Of the ?? meetings conducted, members attended as follows

Brandom	Lawson	Davis
Straton	Hay	Grimes
York	Holley	Hamra

Qualifications for appointment:

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

Length of Term: 3-Years

Applicants:

Name	Address	Meets Residency Requirement
Andrew Jones	202 Missouri Ave.	Yes
Delbert Curry	601 Maple	Yes
Mike Ziegenhorn	558 Park Ave.	Yes
Dan Sutton	102 Winter Dr.	Yes
Andrea Baker	111 Greenbriar Dr.	Yes
James Miller	516 W. Lindenwood Ave.	Yes
Trevor Miller	109 Greenbrier Drive	Yes
Andy Caton	510 Thornwood Ave.	Yes
Renee Grimes	937 Bucklin Circle	Yes
Holly Greene	912 Stanford	Yes

PLANNING & ZONING COMMISSION	APPOINTMENTS REQUESTED: 2
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<u>Terms Expiring:</u>	<u>Length of Service</u>	<u>Eligible/Seeks Reappointment</u>
Mike Ziegenhorn	One Full Term	
Gordon Jones	Partial Term	Yes

Remaining Members:

James Miller, Kathy Teachout, Chip Thornton, Gary Ozment, Dan Sutton, Missy Marshall

Attendance: Of the 6 meetings conducted, members attended as follows

Ziegenhorn	6	Teachout	3	Sutton	3
Jones	4	Thornton	6	Marshall	5
Miller	3	Ozment	6		

Qualifications for appointment: Must be a citizen of Sikeston.

Length of Term: 4-Years

Applicants:

Name	Address	Meets Residency Requirement
Andy Barnes	105 Lambert Chase	Yes
Anna Stobaugh	105 Bradley Dr.	Yes
Clovis Delwiche	107 Charles	Yes
Larry "Wayne" Wheatley	214 Thomas Dr.	Yes
Robert Murphy	318 Louise Dr.	Yes
James Barnhart	546 N. Ranney	Yes
Mike Ziegenhorn	558 Park	Yes
Aaron Boldrey	115 Wickerwood Dr.	Yes
Paul Cohen	118 N. 6th St.	Yes
Larry Hancock	305 N. Ranney	Yes

PUBLIC SAFETY ADVISORY BOARD	APPOINTMENTS REQUESTED: 2
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<u>Terms Expiring:</u>	<u>Length of Service</u>	<u>Eligible/Seeks Reappointment</u>
Jeff Hay	One Term	Yes
David Teachout	Partial	Yes

Remaining Members:

Ned Matthews, Nathan Cox, Gordon Jones, Andy Caton, Harry Howard

Attendance: 3 Meetings scheduled

Hay	3	Cox	3	Howard	2
Teachout	3	Jones	3	Terrell	3
Matthews	3	Caton	2		

Qualifications for appointment: Must be a registered voter of Sikeston.

Length of Term: 3-Years

Applicants:

Name	Address	Meets Residency Requirement
Tre Holley	216 Thomas	Yes
Delbert Curry	601 Maple	Yes
Jim McClure	104 Meadowbrook	Yes
Michael Wondel	807 Sikes	Yes
Andrea Baker	111 Greenbriar	Yes
Paul Cohen	118 N. 6th Street	Yes

**RENTAL ORDINANCE APPEALS BOARD****APPOINTMENTS REQUESTED: 3**Terms Expiring:

Bobby Tyrone  
Carrie Lape  
Michael Harris

Length of Service

4 Terms  
2 Terms  
3 Terms

Eligible/Seeks ReappointmentRemaining Members:

Scott Jenkins, Dan Marshall, Mike Ziegenhorn, James Crowe, Jim Burden, Chester Yarber, Bart Grant, Agnes Mason

Attendance: No meetings were heldQualifications for appointment:

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

Length of Term: 3-YearsApplicants:

Name	Address	Meets Residency Requirement
Robert Murphy	318 Louise Dr.	Yes
Willie James Billops-Hill	527 Montgomery	Yes

**SIKESTON PET & ANIMAL WELFARE SERVICES ADVISORY BOARD****APPOINTMENTS REQUESTED: 3**Terms Expiring

Madeline Bell  
Megan McGill-Knight  
Gordon Waller

Length of Service

Partial  
One Term  
Resigned

Eligible/Seeks Reappointment

Yes  
Yes

Attendance: Of the 6 meetings conducted, members attended as follows

Bell	4	Grimes	5	Wilson	5
Burns	5	McGill-Knight	5		
Caton	3	Waller	6		

Members

Renee Grimes, Erica Wilson, Pete Burns, Andy Caton

Qualifications for Appointment: Must be citizen of Sikeston (RSMo 89.080)Term Length: 3 YearsApplicants:

Crystal Stanislav, 827 Clearwater Road  
Heather Greene, 912 Stanford

**TAX INCREMENT FINANCE COMMISSION****APPOINTMENTS REQUESTED: 2**Terms Expiring (Sikeston appointees):

Nathan Cox  
Matt Wright

Length of Service

2 Terms  
2 Terms

Eligible/Seeks Reappointment

No term limits established in City Code.

Members:

Matt Marshall, Rik LaPlant, Missy Marshall, John Leible

Attendance: No meetings heldQualifications for Appointment: None established in City Code.Length of Term: 4-YearsApplicants:

Matt Drake, 821 Harvard	Aaron Boldrey, 115 Wickerwood
Anna Stobaugh, 105 Bradley Drive	

**TOURISM ADVISORY BOARD****APPOINTMENTS REQUESTED: 2**Term Expiring:

Morgan Vanpool  
Ron Payne II

Length of Service

One Term  
2 Terms

Eligible/Seeks ReappointmentRemaining Members:

John Leible, Susanne Chitwood, Sarah Mitchell Garner

Attendance: Of the 5 meetings conducted, members attended as follows

Hough-Vanpool	2	Leible	1	Mitchell-Garner	4
Payne II	1	Chitwood	5		

Qualifications for appointment: Reside in the Sikeston area and have a demonstrated interest in tourismLength of Term: 3-YearsApplicants:

Phil Boyer, 107 Wickerwood Drive  
David Turnbow, 1407 Parkview Dr., Poplar Bluff  
Aaron Boldrev, 115 Wickerwood

**TRAFFIC COMMITTEE****APPOINTMENTS REQUESTED: 5**Terms Expiring:

Bill Mitchell (Voting Member)  
 Deborah Sherrard (Voting Member)  
 Anna Warf (Voting Member)  
 Jim McClure (Alternate Member)  
 Emory McCauley (Alternate Member)

Length of Service

One Term  
 One Term  
 4 Terms  
 One Term  
 2 Terms

Eligible/Seeks Reappointment

no-resigned  
 no-resigned  
  
 Yes

Remaining Members:

Voting Members - Mike Ziegenhorn, Ellen Brandom; Alternate members - C. Robert Scott

Attendance: Three meetings were held with attendance, as follows:

Mitchell	1	Ziegenhorn	3
Sherrard	0	Warf	1
Brandom	2		

## Alternate Members:

Scott	1
McCauley	1
McClure	2

Qualifications for appointment: None set forth in City Code.Length of Term: 3-YearsApplicants:

James Miller      516 W. Lindenwood Ave.  
 Fred Thornton  
 Missy Marshall      510 N. Kingshighway

**SEMO UNIVERSITY****SIKESTON CAMPUS ADVISORY COUNCIL****APPOINTMENTS REQUESTED: 5**Terms Expiring:

Trisha Bill  
 Jeff Hay  
 Jodi Glidewell  
 Carolyn Harris  
 Freida Cardwell

Length of Service

2 Terms  
 2 Terms  
 One Term  
 One Term  
 One Term

Eligible/Seeks Reappointment

No reappointment  
 Yes  
 Yes  
 Yes

Remaining Sikeston Appointees:

Sarah Mitchell Garner, Holly Greene, David Ross, Michael Harris, Mary Below, Libby Caskey,  
 Susane Howle Werner, Toni Dee, Ron Payne, James Miller

Length of Term: 3-Years beginning January 1; Appointees limited to 2 consecutive termsApplicants:

Agnes Mason, 104 Brenda Dr.  
 Mike Ziegenhorn, 558 Park Avenue

## RESOURCE BANK APPLICANTS

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

<u>Last Name</u>	<u>First Name</u>	<u>Appointment(s) Requested</u>	<u>Unpaid Taxes</u>
Baker	Andrea	Public Safety Advisory Board	
Barnes	Andy	IDA, Enhanced Enterprise Zone Board, Planning & Zoning	
Barnhart	James	IDA, LCRA Commission, Planning & Zoning Commission	
Bill	Patricia	Library Board	
Billops-Hill	Willie James	Board of Adjustments, Rental Ordinance Appeals Board	
Boldrey	Aaron	Planning & Zoning, Tourism Advisory Board, TIF	
Boyer	Phil	Enhanced Enterprise Zone Board, Tourism Advisory Board	
Cohen	Paul	Board of Municipal Utilities; Public Safety Advisory Board, LCRA, Planning & Zoning	
Curry	Delbert	Public Safety Advisory Board	
Delwiche	Clovis	Board of Municipal Utilities, Industrial Development, Planning & Zoning	
Drake	Matthew	Industrial Development Authority, TIF. BMU	
Greene	Holly	Library Board, PAWS, Park Board	
Hancock	Larry	Board of Municipal Utilities, LCRA, Planning & Zoning Commission	
Holley	Tre	Industrial Development, Public Safety Advisory Board	
Howard	Harry	Housing Authority Board, Library Board	
Marshall	Missy	Board of Municipal Utilities, Enhanced Enterprise Zone, Traffic Committee	
Mason	Agnes	LCRA, SEMO U Sikeston Campus Advisory Council	
McClure	Jim	Board of Municipal Utilities, Public Safety Advisory Board	
Miller	James	Board of Municipal Utilities, IDA, Traffic Committee	
Murphy	Robert	Planning & Zoning, Rental Ordinance	
Payne	Ronald M.	Board of Municipal Utilities, Industrial Development	
Stanislav	Crystal	Friends of the Sikeston Pet & Animal Welfare Services (PAWS) Advisory Board	
Stobaugh	Anna	Industrial Development Authority, Planning & Zoning, TIF	

## RESOURCE BANK APPLICANTS

<u>Last Name</u>	<u>First Name</u>	<u>Appointment(s) Requested</u>	<u>Unpaid Taxes</u>
Thornton	Fred	Traffic Committee	
Turnbow	David	Tourism Advisory Board	
Waller	Gordon	Housing Authority Board	
Werner	Susan Howle	Library Board	
Wheatley	Larry "Wayne"	Planning & Zoning	
Wondel	Michael	DPS Advisory Board	
Ziegenhorn	Mike	SEMO Univ. Sikeston Campus Advisory Council, Board of Municipal Utilities, Planning & Zoning, LCRA	



## BOARDS AND COMMISSIONS MEMBERS

<u>Last Name</u>	<u>First Name</u>	<u>Position</u>	<u>Unpaid Taxes</u>
Adams	Rick	Enhanced Enterprise Zone Board	
Beaird	James	Board of Appeals	
Bell	Madeline	PAWS	
Below	Mary	SEMO U Sikeston Campus Advisory Council	
Bill	Trish	SEMO U Sikeston Campus Advisory Council	
Boardman	Paulette	Library Board	
Brandom	Ellen	Park Board; Traffic Committee, Board of Adjustments	
Brown	Dorothy	Library Board	
Burden	James	Rental Ordinance Appeals Board	
Burns	Pete	PAWS	
Cardwell	Freida	SEMO U Sikeston Campus Advisory Council	
Caskey	Libby	Library Board, SEMO Advisory Board	
Caton	Andy	PAWS, DPS Advisory Board	
Chitwood	Susanne	Library Board, Tourism Advisory Board	
Colwick	Greg	Enhanced Enterprise Zone Board, Library Board	
Cooper	Harvey	Board of Adjustments	
Cox	Nathan	DPS Advisory Board, TIF Commission	
Crowe	James	Rental Ordinance Appeals Board	
Davis	Jason	Park Board	
Dee	Toni	SEMO U Sikeston Campus Advisory Council	
Ferguson	Reade	Board of Appeals	
Galemore	Ron	Board of Adjustments, Board of Appeals	
Garmer	Sarah Mitchell	SEMO U Sikeston Campus Advisory Council, Tourism	
Glidewell	Jodi	Board of Adjustments, SEMO University- Sikeston Advisory Council	
Grant	Bart	Rental Ordinance Appeals Board	
Greene	Holly	SEMO U Sikeston Campus Advisory Council	
Grimes	Mark	Park Board	
Hamra	Wade	Park Board	
Harris	Carolyn	SEMO U Sikeston Campus Advisory Council, Library Board	
Harris	Michael	Rental Ordinance Appeals Board, LCRA, SEMO U Sikeston Campus Advisory Council	
Hay	Jeffrey	Park Board, SEMO U Sikeston Campus Advisory Council, DPS Advisory Board	

## BOARDS AND COMMISSIONS MEMBERS, continued

<u>Last Name</u>	<u>First Name</u>	<u>Position</u>	<u>Unpaid Taxes</u>
Holley	Tre	Park Board	
Hough-VanPool	Morgan	Tourism Advisory Board	
Howard	Harry	DPS Advisory Board	
Jenkins	Scott	Rental Ordinance Appeals Board	
Jensen	Mike	Housing Authority Board, LCRA Commission	
Jones	Gordan	DPS Advisory Board, Planning & Zoning Commission	
Keenan	Alan	BMU Board	
Knickman	Michele	Housing Authority Commission	
Lape	Carrie	Rental Ordinance Appeals Board	
LaPlant	Rik	TIF Commission	
Lawson	Lisa	Library Board	
Lawson	Marcie	Park Board	
Leible	Jay	Library Board	
Leible	John	TIF Commission, LCRA Commission, Housing Authority, Tourism (JC Rep)	
Limbaugh	Mike	Board of Appeals	
Marshall	Dan	LCRA Commission, Rental Ordinance Appeals Board	
Marshall	Matt	TIF Commission	
Marshall	Missy	TIF Commission, Planning & Zoning Commission	
Mason	Agnes	Rental Ordinance Appeals Board	
Matthews	Ned	DPS Advisory Board	
Matthews	Steve	Enhanced Enterprise Zone Board	
McCauley	Emory	Traffic Committee	
McClure	Jim	Traffic Committee	
McConnell	Britt	Enhanced Enterprise Zone Board	
McGill-Knight	Megan	PAWS	
McPheeters	Steve	Industrial Development Authority	
Menz	Brian	BMU Board	
Merideth	Tim	BMU Board	
Miller	James	Bd of Adjustments (Alternate), Enhanced Enterprise Zone, Planning & Zoning Commission, SEMO U-Sikeston Campus Advisory Council	
Miller	Trevor	Library Board	
Millington	Steve	Industrial Development Authority	
Mitchell	Bill	Traffic Committee	

## BOARDS AND COMMISSIONS MEMBERS, continued

<u>Last Name</u>	<u>First Name</u>	<u>Position</u>	<u>Unpaid Taxes</u>
Nace	William	Board of Adjustments	
Ozment	Gary	Planning & Zoning Commission	
Payne	Ron M.	SEMO U Sikeston Campus Advisory Council	
Payne, II	Ron	Tourism Advisory Board	
Presley	Marty	Board of Appeals	
Redd	Jessie	Board of Adjustments	
Ross	David	SEMO U Sikeston Campus Advisory Council	
Scott	C. Robert	Traffic Committee	
Sherrard	Deborah	Traffic Committee	
Smith	Bob	BMU Board	
Sutton	Dan	Planning & Zoning Commission	
Straton	Jared	Park Board	
Teachout	David	DPS Advisory	
Teachout	Kathy	Planning & Zoning Commission, Housing Authority	
Tharp	Alice	Housing Authority	
Thornton	Chip	Planning & Zoning Commission	
Vincent	Jack	Board of Appeals	
Warf	Anna	Industrial Development Authority, Traffic Committee	
Werner	Susan Howl	SEMO U Sikeston Campus Advisory Council	
Wheatley	Larry "Wayl	Board of Appeals, Board of Adjustments	
Williams	Terry	Industrial Development Authority	
Wilson	Erica	PAWS	
Wright	Matt	Industrial Development Authority, TIF Commission, LCRA Commission	
Yarber	Chester	Rental Ordinance Appeals Board	
York	Charlotte	Park Board	
		Traffic Committee, Planning & Zoning Commission, Rental Ordinance	
Ziegenhorn	Mike	Appeals Board	

## Council Letter

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Council Letter: 14-10-09

Originating Department: Administrative Services Department

To the Mayor and City Council:

Subject: Briefing on the Final 2017 Underwriting Year Experience Statement for City of Sikeston

Attachments:  
2017 Underwriting Year Experience Statement

Action Options:

1. None requested.
2. Other action as Council may deem appropriate.

Background:  
Please see the attached Final 2017 Underwriting Year Experience Statement for City of Sikeston. This officially closes out the captive for 2017 and has resulted in a return of \$74,555 to the city. This includes our allocated operating profit distribution of \$36,068 and our return of collateral of \$38,487.

Deke Lape of Mitchell Insurance Inc. will be present at the city council meeting to review the statement and answer any questions you may have.



August 17, 2018

Dear Roundstone Medical Captive Participant,

Enclosed please find your FINAL 2017 Underwriting Year quarterly Experience Statement Package for the period ended August 15, 2018. The information included with this communication relates to your participation in the Roundstone GL0001 Medical Captive program that is underwritten and administered by Roundstone Management, Ltd. The package includes the following:

- Experience Statement (detailing Net Operating Profit or Loss)
- Statement of Changes in Participant Balances
- Loss Information Summary
- Loss Information Detail
- Experience Statement Package Reference Guide
- Underwriting Profit Distribution Check and/or Return Collateral Check (if applicable)

Please feel free to contact us if you have any questions or concerns regarding the enclosed documents or any other program related questions.

Best regards,

Chad E. Buskirk  
Roundstone Management, Ltd.  
440-617-0333 x226

**ROUNDSTONE INSURANCE LTD.**  
**In Respect of Segregated Account GL0001**

**Experience Statement\***

Underwriting Year 2017

August 17, 2018

	<b>City of Sikeston Total</b>	<b>Program Total</b>
Earned Premium	\$ 431,624	\$ 6,079,712
Reinsurance Cost	(152,983)	(2,154,861)
Captive Risk Premium	278,641	3,924,851
Paid Losses	(243,834)	(3,434,561)
Unpaid Losses (estimate)	-	-
<b>Subtotal</b>	<u>34,808</u>	<u>490,290</u>
Net Investment Income	1,260	17,754
Unrealized Gain (Loss) on Investments, net	<u>-</u>	<u>-</u>
<b>Net Operating Profit (Loss) **</b>	<u><u>\$ 36,068</u></u>	<u><u>\$ 508,044</u></u>

\* If there is conflict between this document and the Participation Agreement, the terms of the Participation Agreement are controlling.

\*\* Taxes to be determined upon the close of each underwriting year.

Columns may not total due to rounding.

**ROUNDSTONE INSURANCE LTD.**  
**In Respect of Segregated Account GL0001**

**Statement of Changes in Participant Balances\***

Underwriting Year 2017

August 17, 2018

	<b>City of Sikeston Total</b>	<b>Program Total</b>
Beginning Balance	\$ -	\$ -
Allocated Operating Profit (Loss)	36,068	508,044
Subtotal	<u>36,068</u>	<u>508,044</u>
Indemnity Collateral Receipts	<u>38,487</u>	<u>545,787</u>
Ending Participant Balances	<u><u>\$ 74,555</u></u>	<u><u>\$ 1,053,831</u></u>

\* If there is conflict between this document and the Participation Agreement, the terms of the Participation Agreement are controlling.

Columns may not total due to rounding.

**ROUNDSTONE INSURANCE LTD.**  
**In Respect of Segregated Account GL0001**

**Loss Information Summary\***

Underwriting Year 2017  
August 17, 2018

	<b>City of Sikeston Total</b>	<b>Program Total</b>
Paid Losses	\$ 243,834	\$ 3,434,561
Unpaid Losses (estimate)	<u>-</u>	<u>-</u>
Total Losses Incurred	<u><u>\$ 243,834</u></u>	<u><u>\$ 3,434,561</u></u>

\* If there is conflict between this document and the Participation Agreement, the terms of the Participation Agreement are controlling.

Columns may not total due to rounding.



**ROUNDSTONE INSURANCE LTD.**  
**In Respect of Segregated Account GL0001**

**Loss Information Detail\***

(inclusive of all Participants within captive)

Underwriting Year 2017

August 17, 2018

**Claims**

Employee/Dependent #1	\$ 25,455
Employee/Dependent #2	27,150
Employee/Dependent #3	28,509
Employee/Dependent #4	31,418
Employee/Dependent #5	32,041
Employee/Dependent #6	33,595
Employee/Dependent #7	35,162
Employee/Dependent #8	35,310
Employee/Dependent #9	36,416
Employee/Dependent #10	37,366
Employee/Dependent #11	40,961
Employee/Dependent #12	41,746
Employee/Dependent #13	41,748
Employee/Dependent #14	41,839
Employee/Dependent #15	43,021
Employee/Dependent #16	43,094
Employee/Dependent #17	44,144
Employee/Dependent #18	48,232
Employee/Dependent #19	49,157
Employee/Dependent #20	49,952
Employee/Dependent #21	50,695
Employee/Dependent #22	50,835
Employee/Dependent #23	51,394
Employee/Dependent #24	52,556
Employee/Dependent #25	55,816
Employee/Dependent #26	56,670
Employee/Dependent #27	58,571
Employee/Dependent #28	59,263
Employee/Dependent #29	59,514
Employee/Dependent #30	59,666
Employee/Dependent #31	59,813
Employee/Dependent #32	60,150
Employee/Dependent #33	61,331
Employee/Dependent #34	64,271
Employee/Dependent #35	64,447
Employee/Dependent #36	64,721

\* If there is conflict between this document and the Participation Agreement, the terms of the Participation Agreement are controlling.

Columns may not total due to rounding.

Employee/Dependent #37	66,605
Employee/Dependent #38	71,186
Employee/Dependent #39	71,491
Employee/Dependent #40	72,670
Employee/Dependent #41	73,413
Employee/Dependent #42	74,001
Employee/Dependent #43	75,513
Employee/Dependent #44	77,345
Employee/Dependent #45	77,983
Employee/Dependent #46	83,252
Employee/Dependent #47	83,392
Employee/Dependent #48	89,704
Employee/Dependent #49	91,542
Employee/Dependent #50	94,785
Employee/Dependent #51	96,143
Employee/Dependent #52	97,821
Employee/Dependent #53	103,025
Employee/Dependent #54	105,257
Employee/Dependent #55	105,573
Employee/Dependent #56	105,913
Employee/Dependent #57	106,098
Employee/Dependent #58	107,711
Employee/Dependent #59	108,191
Employee/Dependent #60	110,560
Employee/Dependent #61	111,395
Employee/Dependent #62	112,726
Employee/Dependent #63	117,537
Employee/Dependent #64	123,689
Employee/Dependent #65	124,945
Employee/Dependent #66	132,762
Employee/Dependent #67	135,466
Employee/Dependent #68	138,763
Employee/Dependent #69	151,308
Employee/Dependent #70	157,184
Employee/Dependent #71	157,773
Employee/Dependent #72	167,941
Employee/Dependent #73	169,610
Employee/Dependent #74	171,505
Employee/Dependent #75	176,213
Employee/Dependent #76	196,818
Employee/Dependent #77	212,342
Employee/Dependent #78	226,382
<hr/>	
<b>Paid Claims</b>	6,629,561
Less: Participant Responsibility (Deductible Layer)	(3,195,000)
Excess Carrier Responsibility	-
<hr/>	
<b>Total Paid Claims - Captive Layer</b>	<u><u>\$ 3,434,561</u></u>

\* If there is conflict between this document and the Participation Agreement, the terms of the Participation Agreement are controlling.

Columns may not total due to rounding.

## **Experience Statement Package Reference Guide\* :**

**Allocated Operating Profit (Loss):** The Participant's portion of the group captive's profit or loss for the reported Underwriting Year. Allocated Operating profits or losses are based on the Participant's Earned Premiums and are proportional to the captive's total Earned Premiums for the Underwriting Year.

**Captive Risk Premium:** The portion of Earned Premium after Reinsurance Costs are paid.

**Indemnity Collateral:** Cash or cash equivalent supplied by the Participant of the captive to support their obligations under the Participation Agreement.

**Net Investment Income:** Investment income earned on the assets of the captive.

**Captive Loss Fund:** Monies available to fund claims in the Captive layer. The Captive Loss Fund includes the Captive Risk Premium, Indemnity Collateral and Net Investment Income.

**Operating Profit Before Tax Provision:** Operating Profit before any Federal Income Tax provisions.

**Paid Losses:** Losses paid from the Captive Loss Fund that represent obligations above each Participant's deductible amount (self-insured retention) and below the captive's specific and aggregate reinsurance attachment.

**Participant Responsibility (Deductible Layer):** The specific deductible amount, which may vary by Participant, multiplied by the number of occurrences a specific claim pierced the Participant specific reinsurance attachment point.

**Reinsurance Cost:** Expenses for specific reinsurance above the captive layer, aggregate reinsurance above the Captive Loss Fund, underwriting and captive management services.

**Underwriting Year:** The underwriting year is determined by the effective date of a policy. The terms "program year" and "underwriting year" are often used interchangeably.

**Unpaid Losses:** Estimated losses that are expected to be paid from the Captive Loss Fund above each Participant's deductible amount (self-insured retention) and below the captive's specific and aggregate reinsurance attachment. For interim statements, Unpaid Losses are typically based on expected results (65% loss ratio). For the December 31 statements, Unpaid Losses are actuarially calculated by an independent outside actuary. Additional claims development may occur if pending and denied claims are appealed and later determined to be a liability of the captive.

**Unrealized Gain (Loss) on Investments, net:** Increase (decrease) in book value of investments owned by the captive.

**Written Premium:** The policy premium written and earned from the effective date of the policy through the statement date.

\* If there is conflict between this document and the Participation Agreement, the terms of the Participation Agreement are controlling.

## Council Letter

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Date of Meeting: September 10, 2018

Originating Department: City Manager

To the Mayor and City Council:

Subject: Operation of Golf Carts on City Streets

Attachment(s):

1. Bill Number 6113
2. Schedule of Speed Limits from Sikeston City Code

Action Options:

1. First reading of Bill Number 6113
2. Other Action Council May Deem Necessary

Background:

Recently members of the City Council have inquired about allowing the operation of golf carts on city streets. Staff's research on the issue was first presented to Council at the August 27, 2018 meeting. The Council directed staff at that time to move ahead with drafting a bill for City Council consideration. Bill Number 6113 is therefore presented for first reading.

Missouri law differentiates between several vehicle types, including golf carts, low-speed vehicles, utility vehicles, recreational off-highway vehicles, all-terrain vehicles, and off-road vehicles. Each vehicle type has separate requirements if cities want to allow them to operate on public streets. For the purposes of this briefing, I will confine my comments to golf carts. The other vehicle types typically are able to travel significantly faster than golf carts and therefore have more stringent safety requirements and restrictions under the State law.

The State statute authorizing cities to allow golf carts on city streets reads as follows below. It gives cities the ability to allow golf carts with certain restrictions and to adopt additional safety requirements above and beyond that which is required by the State law. Generally speaking, cities may adopt laws that are more stringent than state or federal laws, but not less stringent.

***RSMo 304.034. Municipalities may regulate golf cart and motorized wheelchair usage on streets and highways.***

1. Notwithstanding any other law to the contrary, the governing body of any municipality may by resolution or ordinance allow persons to operate golf carts or motorized wheelchairs upon any street or highway under the governing body's jurisdiction. A golf cart or motorized wheelchair shall not be operated at any time on any state or federal highway, but may be operated upon such highway in order to cross a portion of the state highway system which intersects a municipal street. No golf cart or motorized wheelchair shall cross any highway at an intersection where the highway being crossed has a posted speed limit of more than forty-five miles per hour.

2. Golf carts operated on city streets shall be equipped with adequate brakes and shall meet any other safety requirements imposed by the governing body. Golf carts are not subject to the registration provisions of chapter 301.

3. As used in this section, a **"golf cart"** means a motor vehicle that is designed and manufactured for operation on a golf course for sporting or recreational purposes and that is not capable of exceeding speeds of twenty miles per hour.

Several area cities do allow golf carts on city streets, including New Madrid, East Prairie, Charleston, and Perryville.

#### Bill Number 6113

The meat of Bill Number 6113, regulating golf carts on public streets in Sikeston, reads as follows:

- A. Golf carts operated on city streets, roads or alleyways shall be equipped with adequate brakes, reliable steering, safe tires, and a rearview mirror.
- B. Any individual operating a golf cart on city streets, roads or alleyways shall be 18 years of age or older, and shall possess a valid driver's license.
- C. Law enforcement officers are authorized to demand evidence of age and driver's license status of any golf cart operator, independent of any traffic behavior by said operator.
- D. Golf carts shall only be operated on city streets, roads or alleyways between the hours of sunrise and one half hour before sunset.
- E. The operator of a golf cart shall be subject to all traffic codes and speed regulations of the City.
- F. The operator of a golf cart shall signal intent to turn using mechanical turn signals, or if the cart is not equipped with mechanical turn signals, the operator shall signal intent to turn using hand signals as proscribed by RSMo 304.019.
- G. No person operating a golf cart on public streets shall:
  - 1. Operate the vehicle at speeds exceeding 20 miles per hour;
  - 2. Operate the vehicle in any careless or imprudent manner so as to endanger any person or property of a person;
  - 3. Operate the vehicle while under the influence of alcohol or a controlled substance;
  - 4. Operate the vehicle on city sidewalks;
  - 5. Operate the vehicle off designated roadways in city parks;
  - 6. Operate the vehicle on recreational trails or sidewalks in city parks or rail trails;

7. *Operate the vehicle when the weather conditions include any form of precipitation, including fog, rain, snow, sleet, or freezing rain;*
  8. *Operate the vehicle on any state or federal highway, except to cross a portion of the state or federal highway system which intersects the municipal street;*
  9. *Cross any federal or state highway at an intersection where the highway being crossed has a posted speed limit of more than forty-five (45) miles per hour.*
  10. *Operate the vehicle on any street with a speed limit more than 30 miles per hour.*
- H. *The number of passengers riding within a golf cart shall not exceed the designated number of seating positions.*
- I. *Law enforcement officers may require the golf cart to be towed back to the owner's property at the owner's expense following any violation of this Section, if continued operation of the golf cart would present a danger to the operator or passengers of the golf cart, or to the general public.*

### Streets Where Operation of Golf Carts Would be Prohibited

We have not listed in the bill all of the individual streets where operation of golf carts is prohibited, but rather prohibiting them on state and federal highways, and on streets where the speed limit is greater than 30 mph. That way we do not have to change the ordinance every time an affected street has its speed limit changed or a new street is built. For your information, the following streets currently would be prohibited under the rules as written above:

- Main Street
- Malone Ave
- Salcedo (Route Y) west of Main St
- Ables from South Ingram to AA
- Colonel George E Day
- Murray Ln from South Main to South West
- North Ingram
- South Ingram from George E Day to Ables
- North West from Compress to Salcedo
- Route BB
- Wakefield, west of North West

The full speed limit schedule for the City of Sikeston is attached. Streets which are not listed or marked have a speed limit of 30 mph per State law.

### Issues Not Addressed by Bill 6113

There are several issues not addressed in Bill Number 6113, of which the City Council should be aware:

- **Seat belts.** Seat belts are not required by the state law and are not required in the draft city law as presented above. Seat belts are a basic safety feature in motor vehicles and would undoubtedly make golf carts on city streets safer. However, most golf carts are not

equipped with seat belts. Seat belts are not required by the Perryville or New Madrid ordinances which we reviewed.

- **Lights.** Headlights, taillights, and brake lights are not required in the bill as written. Operation of golf carts is prohibited from half an hour before sunset to sunrise, but that still leaves the possibility of carts without lights operating in times of lower light conditions.
- **Turn Signals.** Golf carts are not typically equipped with turn signals, and the bill as written does not require them. However, it should be recognized that a slow moving golf cart is likely to be passed by other motor vehicles, and there is a risk that a left-turning golf cart without turn signals may be struck by a passing vehicle. Therefore, if a golf cart is not equipped with turn signals the operator is required to use hand signals as proscribed in the Missouri statutes.
- **No local permit or inspection required.** The bill as written does not require a city license/permit or inspection to operate on city streets.
- **Liability Insurance/Financial Responsibility.** The bill as written does not require operators of golf carts on city streets to have liability insurance covering that activity. This means if a golf cart were to strike an automobile, there would not necessarily be liability insurance to cover the damage to the automobile (or its occupants). Our research so far, however, indicates that obtaining coverage for a golf cart operated on the street would be challenging. Normally, coverage for golf carts only covers typical golf uses, and would not cover street use. If coverage were to be written for use on the street, insurers would likely require all of the safety features found on other street legal vehicles: seatbelts, lights, mirrors, turn signals, etc. Very few golf carts are likely to be equipped with all of those features.

**BILL Number 6113**

**ORDINANCE Number 6113**

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6113 AND SHALL AMEND CHAPTER 340 "MISCELLANEOUS DRIVING RULES" OF THE SIKESTON MUNICIPAL CODE REGARDING THE OPERATION OF GOLF CARTS UPON PUBLIC STREETS WITHIN THE CITY OF SIKESTON, MISSOURI.

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

SECTION I: This Ordinance shall be codified in the City Municipal Code.

SECTION II: Section 340.135 shall read as follows:

Section 340.135. Operation of Golf Carts on Public Streets.

- A. Golf carts operated on city streets, roads or alleyways shall be equipped with adequate brakes, reliable steering, safe tires, and a rearview mirror.
- B. Any individual operating a golf cart on city streets, roads or alleyways shall be 18 years of age or older, and shall possess a valid driver's license.
- C. Law enforcement officers are authorized to demand evidence of age and driver's license status of any golf cart operator, independent of any traffic behavior by said operator.
- D. Golf carts shall only be operated on city streets, roads or alleyways between the hours of sunrise and one half hour before sunset.
- E. The operator of a golf cart shall be subject to all traffic codes and speed regulations of the City.
- F. The operator of a golf cart shall signal intent to turn using mechanical turn signals, or if the cart is not equipped with mechanical turn signals, the operator shall signal intent to turn using hand signals as proscribed by RSMo 304.019.
- G. No person operating a golf cart on public streets shall:
  - 1. Operate the vehicle at speeds exceeding 20 miles per hour;
  - 2. Operate the vehicle in any careless or imprudent manner so as to endanger any person or property of a person;
  - 3. Operate the vehicle while under the influence of alcohol or a controlled substance;
  - 4. Operate the vehicle on city sidewalks;
  - 5. Operate the vehicle off designated roadways in city parks;
  - 6. Operate the vehicle on recreational trails or sidewalks in city parks or rail trails;
  - 7. Operate the vehicle when the weather conditions include any form of precipitation, including fog, rain, snow, sleet, or freezing rain;
  - 8. Operate the vehicle on any state or federal highway, except to cross a portion of the state or federal highway system which intersects the municipal street;
  - 9. Cross any federal or state highway at an intersection where the highway being crossed has a posted speed limit of more than forty-five (45) miles per hour.
  - 10. Operate the vehicle on any street with a speed limit more than 30 miles per hour.
- H. The number of passengers riding within a golf cart shall not exceed the designated number of seating positions.
- I. Law enforcement officers may require the golf cart to be towed back to the owner's property at the owner's expense following any violation of this Section, if continued operation of the golf cart would present a danger to the operator or passengers of the golf cart, or to the general public.

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 6113 was introduced and read the first time this 10th day of September, 2018.
- B. Bill Number 6113 was read the second time and discussed this 24th day of September, 2018, and voted as follows:

Evans, \_\_\_\_\_, Gilmore, \_\_\_\_\_, Merideth, \_\_\_\_\_,



Self, \_\_\_\_\_, Settles, \_\_\_\_\_, White-Ross, \_\_\_\_\_,  
Burch, \_\_\_\_\_, thereby being  
\_\_\_\_\_,  
becoming ordinance 6113.

C. Ordinance 6107 shall be in full force and effect from and after October 24, 2018.

\_\_\_\_\_  
Approved as to form  
Charles Leible, City Counselor

\_\_\_\_\_  
Steven Burch, Mayor

Seal / Attest:

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

## Schedule I: Speed Limits

In accordance with the provisions of Chapter 320 and when signs are erected giving notice thereof, it shall be unlawful for any person to drive a vehicle at a speed in excess of the speeds listed below on the streets as designated.

### Table I-A Speed Limits—Generally.

[R.O. 2009 § 10.04.122(300.211); Ord. No. 4073 § I, 1979; Ord. No. 4146 §§ I--II, 1980; Ord. No. 4197 §§ II--III, 1980; Ord. No. 4338, 1982; Ord. No. 4457 § 1, 1984; Ord. No. 4670 § VI, 6-7-1988; Ord. No. 4840, 4-10-1991; Ord. No. 5024 § II, 9-21-1994; Ord. No. 5304 § II, 1-2000; Ord. No. 5418 § IV, 8-29-2001; Ord. No. 5545 § II, 5-5-2003; Ord. No. 5629 § V, 4-2005; Ord. No. 5647 § V, 9-6-2005; Ord. No. 5700 § III, 1-2007; Ord. No. 5808 § IV, 1-4-2010]

Location	Speed Limit
Ables Road from South Ingram Street to Highway AA	35 mph
City Parks	20 mph
Col. George E. Day Parkway from South Main to South Ingram	35 mph
Euclid from Wakefield Avenue to Salcedo Road	25 mph
Harry from beginning of to dead end	20 mph
Highway 61/North Main (southbound) to Calvary Drive (log point 23.89) to Salcedo Road (log point 24.39)	55 mph
Highway 61 from Highway 60 to south City limits	45 mph
Industrial Road from Thompson Culvert curve to City park entrance	20 mph
Murray Lane from South Main to Southwest	35 mph
North Ingram Road from Linn Street to Campanella Drive	35 mph
Northwest from Compress Road to Salcedo	35 mph
Plaza,	
from Dudley to Kennedy	25 mph
from Dudley to Salcedo	35 mph
Route 60,	
from beginning of divided pavement west of Route 61 to Sikeston City limits approximately 1,000 feet east of Route 61	45 mph
from west City limits to east City limits	55 mph
Route 61,	
from Murray Lane to Route 60	45 mph
from Route 60 to south City limits	45 mph
Route BB (Brown Spur Road) from Route Y to south City limits	55 mph
Route Y (Salcedo Road),	
from 200 feet east of railroad to Euclid (westbound) when roadside flashers are operating	30 mph
from Euclid to 200 feet east of railroad (eastbound) when roadside flashers are operating	30 mph
from Euclid to North Kingshighway (eastbound)	40 mph
from Euclid to Westview Drive (westview)	45 mph
from North Kingshighway to Euclid (westbound)	40 mph
from west City limits to Westview Drive	55 mph
Salcedo Road from east of school zone to North Ingram	45 mph
South Ingram from Col. George E. Day Parkway to Ables Wakefield Avenue,	35 mph
from 800 feet west of Euclid Avenue to Brown Spur Road (State Route BB)	45 mph
from North West Street to 800 feet west of Euclid	35 mph

The provisions of this Section shall take effect upon the erection of the appropriate signs.

### Table I-B School Zone Speed Limits.

[R.O. 2009 § 10.04.123(300.212); Ord. No. 4384 §§ 1--2, 1983; Ord. No. 4457 § 3(1), 1984; Ord. No. 4630 § 2, 8-3-1987; Ord. No. 4849, 5-6-1991; Ord. No. 5024 § 3, 9-21-1994; Ord. No. 5226 § II, 9-14-1998]

Location	Speed Limit
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Location	Speed Limit
Ables Road,	
from 50 feet west of west line of Glenn Drive to 140 feet west of west line of Ashley Drive	20 mph
from 420 feet east of east line of Twitty Drive to Pine Street	20 mph
Allen Boulevard from northeast corner of Allen and Cleveland to 180 feet north of north line of Baker Lane	20 mph
Baker Lane from 40 feet west of west line of Allen Boulevard to 45 feet east of east line of Davis Boulevard	20 mph
Cleveland Avenue from 135 feet east of east line of Davis Boulevard to 90 feet west of west line of Allen Boulevard	20 mph
Columbine from Salcedo to 779 feet north on Columbine	20 mph
Courtney Avenue from 130 from west of west line of Elm Street to Pine Street	20 mph
Davis Boulevard from 45 feet north of north line of Baker Lane to 55 feet north of north line of Cleveland Avenue	20 mph
Elm Street from 105 feet north of north line of Virginia Street to 230 feet north of north line of Courtney	20 mph
Floyd Avenue east right-of-way line of Glenn Drive to west right-of-way line of Ashely Drive	20 mph
Front from Scott to North Stoddard	20 mph
Gladys Avenue from 165 feet west of west line of Pine Street to Pine Street	20 mph
Glenn Drive from north right-of-way line of Charles Drive to Ables Road	20 mph
Greer Avenue from 210 feet west of west line of Pine Street to Pine Street	20 mph
Ingram Road from Ables Road to Malone Avenue	20 mph
Kathleen Avenue from 300 feet west of west line of Pine Street to Pine Street	20 mph
Lindenwood from North West Street to 700 feet west of west line of North West	20 mph
Matthews Avenue from 150 feet west of west line of Pine Street to Pine Street	20 mph
Moore Avenue from 60 feet south of south line of Woodlawn to 150 feet north of north line of Hunter Avenue	20 mph
Murray Lane from 60 feet east of east line of Lanning Avenue to 100 feet west of west line of Coleman Avenue	20 mph
North Stoddard from West North to West Malone	20 mph
North West Street from Kate Street to Arthur Street	20 mph
[Ord. No. 6074, 11-27-2017]	
Northwest 200 feet north of the north line on Thornwood to Salcedo Road	20 mph
Pine Street from north line of Greer Avenue to 70 feet north of north line of Virginia Street	20 mph
Salcedo Road from 160 feet west of Columbine to 1,051 feet east of Columbine	20 mph
Thornwood from 621 feet west of Northwest Street to Northwest	20 mph
Twitty Drive from 95 feet south of south line of Ables Road to Virginia Street	20 mph
Virginia Street,	
from 100 feet west of Mimosa to Pine Street	20 mph
from 135 feet east of east line of Pine Street to 80 feet east of east line of Linden Lane	20 mph
Wakefield Avenue from North West Street to Railroad Crossing	20 mph
[Ord. No. 6074, 11-27-2017]	
West Center from Scott to North Stoddard	20 mph
West North from Scott to North Stoddard	20 mph

The provisions of this Schedule shall take effect immediately upon the erection of the appropriate signs.

The Uniform Traffic Code, as adopted by this Chapter, is amended to include the installation of school speed zone signs on Pine Street at Kathleen.

# **Council Letter**

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Date of Meeting: 18-09-10

Originating Department: Public Works Department

To the Mayor and City Council:

Subject: 1<sup>st</sup> and 2<sup>nd</sup> Reading of Emergency Bill #6121 Authorizing the Mayor to execute a contract between the City of Sikeston and the Missouri Highways and Transportation Commission for Approval of State Block Grant Agreement for Project 18-077B-1

Attachment(s):

1. Bill # 6121
2. State Block Grant Agreement

Action Options:

1. 1<sup>st</sup> and 2<sup>nd</sup> Readings and consideration on Emergency Bill #6121, Authorizing the Mayor to execute a contract between the City of Sikeston and the Missouri Highways and Transportation Commission
2. Other action Council may deem appropriate

Background:

This bill is to authorize the execution of a cost share agreement between the City of Sikeston and the Missouri Department of Transportation/Missouri Highway and Transportation Commission for Project 18-077B-1 for the purpose of an airport layout plan update.

THIS BILL AS APPROVED SHALL BECOME EMERGENCY ORDINANCE NUMBER 6121 AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF SIKESTON, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR PROJECT# 18-077B-1 FOR AIRPORT LAYOUT PLAN UPDATE.

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

SECTION I: This Ordinance shall not be codified in the City Municipal Code.

SECTION II: That the Agreement set forth on "Exhibit A" set forth the various responsibilities and liabilities of the parties regarding the State Block Grant Agreement for Project# 18-077B-1.

SECTION III: The Mayor and such other officials as may be necessary are hereby authorized, empowered and directed to execute any documents necessary and proper to effectuate the same and specifically "Exhibit A" which is attached hereto and incorporated by reference.

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

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

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

SECTION VII: Record of Passage:

A. Bill Number 6121 was introduced to Council and read the first time this 10<sup>th</sup> day of September 2018.

B. Bill Number 6121 was read the second time this 10<sup>th</sup> day of September 2018 discussed and was voted as follows:

Self \_\_\_\_\_, White-Ross \_\_\_\_\_, Evans \_\_\_\_\_,

Settles \_\_\_\_\_, Meredith \_\_\_\_\_, Gilmore \_\_\_\_\_,

and Burch \_\_\_\_\_,

thereby being \_\_\_\_\_, becoming Ordinance 6121.

C. Upon passage by a majority of the Council, this Bill shall become Ordinance 6121 and shall be in full force and effect.

\_\_\_\_\_  
Steven Burch, Mayor

\_\_\_\_\_  
Approved as to Form  
Charles Leible, City Counselor

SEAL/ATTEST:

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

CCO FORM: MO04

Approved: 03/91 (KR)

Revised: 03/17 (MWH)

Modified:

Sponsor: City of Sikeston

Project No.: 18-077B-1

Airport Name: Sikeston Memorial Municipal

CFDA Number: CFDA #20.106

CFDA Title: Airport Improvement Program

Federal Agency: Federal Aviation Administration, Department of Transportation

## **STATE BLOCK GRANT AGREEMENT**

### **SECTION I - TITLE, AUTHORIZATION, PROJECT DESCRIPTION**

--State Block Grant Agreement

--Federal Authorization - Airport and Airway Improvement  
Act of 1982 (as amended)

--Project Description - Planning, Land/Easement Appraisals  
and Acquisitions, Surveying, Engineering Design, Construction

### **SECTION II - STANDARD AGREEMENT ITEMS**

1. PURPOSE
2. PROJECT TIME PERIOD
3. TITLE EVIDENCE TO EXISTING AIRPORT PROPERTY
4. AMOUNT OF GRANT
5. AMOUNT OF MATCHING FUNDS
6. ALLOWABLE COSTS
7. WITHDRAWAL OF GRANT OFFER
8. EXPIRATION OF GRANT OFFER
9. FEDERAL SHARE OF COSTS
10. RECOVERY OF FEDERAL FUNDS
11. PAYMENT
12. ADMINISTRATIVE/AUDIT REQUIREMENTS
13. APPENDIX
14. ASSURANCES/COMPLIANCE
15. LEASES/AGREEMENTS
16. NONDISCRIMINATION ASSURANCE
17. CANCELLATION
18. VENUE
19. LAW OF MISSOURI TO GOVERN
20. WORK PRODUCT
21. CONFIDENTIALITY
22. NONSOLICITATION
23. DISPUTES
24. INDEMNIFICATION
25. HOLD HARMLESS
26. NOTIFICATION OF CHANGE
27. DURATION OF GRANT OBLIGATIONS
28. AMENDMENTS
29. PROFESSIONAL SERVICES BY COMPETITIVE PROPOSALS
30. ASSIGNMENT
31. BANKRUPTCY
32. COMMISSION REPRESENTATIVE
33. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006

- 34. BAN ON TEXTING WHILE DRIVING
- 35. SUSPENSION AND DEBARMENT
- 36. SYSTEM FOR AWARD MANAGEMENT REGISTRATION AND UNIVERSAL IDENTIFIER
- 37. REQUIRED FEDERAL PROVISIONS
- 38. EMPLOYEE PROTECTION FROM REPRISAL

#### SECTION III – PLANNING

- 39. AIRPORT LAYOUT PLAN
- 40. AIRPORT PROPERTY MAP
- 41. ENVIRONMENTAL IMPACT EVALUATION
- 42. EXHIBIT "A" PROPERTY MAP
- 43. MASTER PLAN

#### SECTION IV - LAND/EASEMENT APPRAISALS AND ACQUISITIONS

- 44. RUNWAY PROTECTION ZONE

#### SECTION V – SPECIAL CONDITIONS

- 45. SPECIAL CONDITIONS

#### SECTION VI – GRANT ACCEPTANCE

--Signature by sponsor constitutes acceptance of grant terms and conditions. Failure to comply with grant requirements will jeopardize funding eligibility.

--Certificate of sponsor's attorney

Sponsor: City of Sikeston  
Project No.: 18-077B-1  
Airport Name: Sikeston Memorial Municipal

CFDA Number: CFDA #20.106  
CFDA Title: Airport Improvement Program  
Federal Agency: Federal Aviation Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
STATE BLOCK GRANT AGREEMENT**

THIS GRANT AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Sikeston (hereinafter, "Sponsor"). Reference will also be made to the Federal Aviation Administration (hereinafter, "FAA") and the Federal Airport Improvement Program (hereinafter, "AIP").

WITNESSETH:

WHEREAS, Section 116 of the federal Airport and Airway Safety and Capacity Expansion Act of 1987 amended the previous Act of 1982 by adding new section 534 entitled "State Block Grant Pilot Program", (Title 49 United States Code Section 47128); and

WHEREAS, the Federal Aviation Reauthorization Act of 1996 declared the State Block Grant Program to be permanent; and

WHEREAS, the Commission has been selected by the FAA to administer state block grant federal funds under said program; and

WHEREAS, the Sponsor has applied to the Commission for a sub grant under said program; and

WHEREAS, the Commission has agreed to award funds to the Sponsor with the understanding that such funds will be used for a project pursuant to this Agreement for the purposes generally described as follows:

Narrative, Airport Layout Plan Update and Exhibit A Property Map;

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

(1) PURPOSE: The purpose of this Agreement is to provide financial assistance to the Sponsor under the State Block Grant Program.

(2) PROJECT TIME PERIOD: The project period shall be from the date of execution by the Commission to December 31, 2019. The Commission's chief engineer may, for good cause as shown by the Sponsor in writing, extend the project time period.

(3) TITLE EVIDENCE TO EXISTING AIRPORT PROPERTY: The Sponsor shall provide satisfactory evidence of title to all existing airport property and avigation easements and address any and all encumbrances. Satisfactory evidence will consist



of the Sponsor's execution of a Certificate of Title form provided by the Commission.

(4) AMOUNT OF GRANT: The initial amount of this grant is not to exceed Forty-Two Thousand Thirty-One Dollars (\$42,031) for eligible preliminary project costs and/or land/easement acquisition. A grant amendment to cover the balance of eligible project costs will be provided after construction bids are received.

(A) The amount of this grant stated above represents ninety percent (90%) of eligible project costs.

(B) The designation of this grant does not create a lump sum quantity contract, but rather only represents the amount of funding available for qualifying expenses. In no event will the Commission provide the Sponsor funding for improvements or work that are not actually performed. The release of all funding under this Agreement is subject to review and approval of all project expenses to ensure that they are qualifying expenses under this program.

(5) AMOUNT OF MATCHING FUNDS: The initial amount of local matching funds to be furnished by the Sponsor is not to exceed Four Thousand Six Hundred Seventy-One Dollars (\$4,671).

(A) The amount of matching funds stated above represents ten percent (10%) of eligible project costs.

(B) The Sponsor warrants to the Commission that it has sufficient cash on deposit to provide the local matching funds identified above, as well as to cover one hundred percent (100%) of any ineligible items included in the scope of work.

(6) ALLOWABLE COSTS: Block grant funds shall not be used for any costs that the Commission and/or the FAA has determined to be ineligible or unallowable.

(7) WITHDRAWAL OF GRANT OFFER: The Commission reserves the right to amend or withdraw this grant offer at any time prior to acceptance by the Sponsor.

(8) EXPIRATION OF GRANT OFFER: This grant offer shall expire and the Commission shall not be obligated to pay any part of the costs of the project unless this grant Agreement has been executed by the Sponsor on or before October 15, 2018 or such subsequent date as may be prescribed in writing by the Commission.

(9) FEDERAL SHARE OF COSTS: Payment of the United States' share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations, policies and procedures as the Secretary of the United States Department of Transportation (hereinafter, "USDOT") shall practice. Final determination of the United States' share will be based upon the audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the federal share of costs.

(10) RECOVERY OF FEDERAL FUNDS: The Sponsor shall take all steps, including litigation if necessary, to recover federal funds spent fraudulently, wastefully,

in violation of federal antitrust statutes, or misused in any other manner for any project upon which federal funds have been expended. The Sponsor shall return the recovered federal share, including funds recovered by settlement, order or judgment, to the Commission. The Sponsor shall furnish to the Commission, upon request, all documents and records pertaining to the determination of the amount of the federal share or to any settlement, litigation, negotiation, or other effort taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such federal share shall be approved in advance by the Commission. For the purpose of this grant Agreement, the term "federal funds" means funds used or disbursed by the Sponsor that were originally paid pursuant to this or any other federal grant Agreement. The Sponsor must obtain the approval of the Commission as to any determination of the amount of the federal share of such funds.

(11) PAYMENT: Payments to the Sponsor are made on an advance basis. The Sponsor may request incremental payments during the course of the project or a lump sum payment upon completion of the work. However, this advance payment is subject to the limitations imposed by paragraph 11(B) of this Agreement.

(A) The Sponsor may request payment at any time subsequent to the execution of this Agreement by both parties. Requests for reimbursement shall be supported with invoices. After the Sponsor pays incurred costs, copies of checks used to pay providers must be submitted to the Commission.

(B) It is understood and agreed by and between the parties that the Commission shall make no payment which could cause the aggregate of all payments under this Agreement to exceed ninety percent (90%) of the maximum federal (block grant) obligation stated in this Agreement or eighty-six percent (86%) of actual total eligible project cost, whichever is lower, until the Sponsor has met and/or performed all requirements of this grant Agreement to the satisfaction of the Commission. The final ten percent (10%) of the maximum federal (block grant) obligation stated in this Agreement shall not be paid to the Sponsor until the Commission has received and approved all final closeout documentation for the project.

(C) Within ninety (90) days of final inspection of the project funded under this grant, the Sponsor shall provide to the Commission a final payment request and all financial, performance and other reports as required by the conditions of this grant, with the exception of the final audit report. This report shall be provided when the Sponsor's normal annual audit is completed.

(D) When force account or donations are used, the costs for land, engineering, administration, in-kind labor, equipment and materials, etc., may be submitted in letter form with a breakdown of the number of hours and the hourly charges for labor and equipment. Quantities of materials used and unit costs must also be included. All force account activity, donations, etc., must be pre-approved by the Commission to ensure eligibility for funding.

(12) ADMINISTRATIVE/AUDIT REQUIREMENTS: This grant shall be governed by the administrative and audit requirements as prescribed in Title 49 CFR Parts 18 and 90, respectively.

(A) If the Sponsor expends seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance, it is required to have an independent annual audit conducted in accordance with Title 2 CFR Part 200. A copy of the audit report shall be submitted to the Missouri Department of Transportation (hereinafter, "MoDOT") within the earlier of thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the audit period. Subject to the requirements of Title 2 CFR Part 200, if the Sponsor expends less than seven hundred fifty thousand dollars (\$750,000) in a year, the Sponsor may be exempt from auditing requirements for that year, but records must be available for review or audit by applicable state and federal authorities.

(B) When the Sponsor's normal annual audit is completed, the Sponsor shall provide to the Commission a copy of an audit report that includes the disposition of all federal funds involved in this project.

(C) In the event a final audit has not been performed prior to the closing of the grant, the Commission retains the right to recover any appropriate amount of funding after fully considering interest accrued or recommendations on disallowed costs identified during the final audit.

(D) The Commission reserves the right to conduct its own audit of the Sponsor's records to confirm compliance with grant requirements and to ensure that all costs and fees are appropriate and acceptable.

(13) APPENDIX: An appendix to this Agreement is attached. The appendix consists of standards, forms and guidelines that the Sponsor shall use to accomplish the requirements of this Agreement. The appendix items are hereby provided to the Sponsor and incorporated into and made part of this Agreement.

(14) ASSURANCES/COMPLIANCE: The Sponsor shall adhere to the FAA standard airport Sponsor assurances, current FAA advisory circulars (hereinafter, "ACs") for AIP projects and/or the Commission's specifications, including but not limited to those as outlined in attached Exhibit 1. These assurances, ACs and the Commission's specifications are hereby incorporated into and made part of this Agreement. The Sponsor shall review the assurances, ACs, Commission's specifications and FAA Order 5190.6B entitled "FAA Airport Compliance Manual" dated September 30, 2009, included in the grant appendix, and notify the Commission of any areas of non-compliance within its existing facility and/or operations. All non-compliance situations must be addressed and a plan to remedy areas of non-compliance must be established before final acceptance of this project and before final payment is made to the Sponsor.

(15) LEASES/AGREEMENTS: The Sponsor shall ensure that its lease agreements provide for fair market value income and prohibit exclusive rights.

(A) Long term commitments (longer than 5 years) must provide for renegotiation of the leases'/agreements' terms and payments at least every five (5) years.

(B) Leases/agreements shall not contain provisions that adversely affect the Sponsor's possession and control of the airport or interfere with the Sponsor's ability to comply with the obligations and covenants set forth in this grant Agreement.

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

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

(B) Administrative Rules: The Sponsor shall comply with the administrative rules of the USDOT relative to nondiscrimination in federally-assisted programs of the USDOT (49 CFR Subtitle A, Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The Sponsor shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Sponsor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Subtitle A, Part 21, Section 21.5, including employment practices.

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

(E) Information and Reports: The Sponsor shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Commission or the USDOT to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the Sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the Sponsor shall so certify to the Commission or the USDOT as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the Sponsor fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall

impose such contract sanctions as it or the USDOT may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the Sponsor complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The Sponsor shall include the provisions of Paragraph (16) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the USDOT. The Sponsor will take such action with respect to any subcontract or procurement as the Commission or the USDOT may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Sponsor becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Sponsor may request the United States to enter into such litigation to protect the interests of the United States.

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

(A) Upon written notice to the Sponsor, the Commission reserves the right to suspend or terminate all or part of the grant when the Sponsor is, or has been, in violation of the terms of this Agreement. Any lack of progress that significantly endangers substantial performance of the project within the specified time shall be deemed a violation of the terms of this Agreement. The determination of lack of progress shall be solely within the discretion of the Commission. Once such determination is made, the Commission shall so notify the Sponsor in writing. Termination of any part of the grant will not invalidate obligations properly incurred by the Sponsor prior to the date of termination.

(B) The Commission shall have the right to suspend funding of the project at any time and for so long as the Sponsor fails to substantially comply with all the material terms and conditions of this Agreement. If the Commission determines that substantial noncompliance cannot be cured within thirty (30) days, then the Commission may terminate the funding for the project. If the Sponsor fails to perform its obligations in substantial accordance with the Agreement (except if the project has been terminated for the convenience of the parties) and the FAA requires the Commission to repay grant funds that have already been expended by the Sponsor, then the Sponsor shall repay the Commission such federal funds.

(18) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

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

(20) WORK PRODUCT: All documents, reports, exhibits, etc. produced by the Sponsor at the direction of the Commission shall remain the property of the Sponsor. However, Sponsor shall provide to the Commission a copy of magnetic discs that contain computer aided design and drafting (CADD) drawings and other documents generated under this grant. Information supplied by the Commission shall remain the property of the Commission. The Sponsor shall also supply to the Commission hard copies of any working documents such as reports, plans, specifications, etc., as requested by the Commission.

(21) CONFIDENTIALITY: The Sponsor shall not disclose to third parties confidential factual matter provided by the Commission except as may be required by statute, ordinance, or order of court, or as authorized by the Commission. The Sponsor shall notify the Commission immediately of any request for such information.

(22) NONSOLICITATION: The Sponsor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Sponsor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

(23) DISPUTES: Any disputes that arise under this Agreement shall be decided by the Commission or its representative.

(24) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Sponsor shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Sponsor's wrongful or negligent performance of its obligations under this Agreement.

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

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

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(25) HOLD HARMLESS: The Sponsor shall hold the Commission harmless from any and all claims for liens of labor, services or materials furnished to the Sponsor in connection with the performance of its obligations under this Agreement. Certification statements from construction contractors must be provided to ensure all workers, material suppliers, etc., have been paid.

(26) NOTIFICATION OF CHANGE: The Sponsor shall immediately notify the Commission of any changes in conditions or law which may significantly affect its ability to perform the project in accordance with the provisions of this Agreement. Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal, facsimile or electronic mail (email) delivery, addressed as follows:

Commission: Amy Ludwig, Administrator of Aviation  
Missouri Department of Transportation  
P.O. Box 270  
Jefferson City, MO 65102  
(573) 526-7912  
(573) 526-4709 FAX  
email: Amy.Ludwig@modot.mo.gov

Sponsor: Mr. Jonathan Douglass  
City Manager  
105 East Center Street  
Sikeston, MO 63801  
(573) 471-2512  
(573) 471-1526 FAX  
email: jdouglass@sikeston.org

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

(27) DURATION OF GRANT OBLIGATIONS: Grant obligations are effective for the useful life of any facilities/equipment installed with grant funds as stipulated in attached Exhibit 1, but in any event not to exceed twenty (20) years. There shall be no limit on the duration of the assurance, referenced in paragraph B of said Exhibit 1 against exclusive rights or terms, conditions and assurances, referenced in paragraph B-1 of said Exhibit 1, with respect to real property acquired with federal funds. Paragraph (27) equally applies to a private sponsor. However, in the case of a private sponsor, the useful life for improvements shall not be less than ten (10) years.

(A) The financial assistance provided hereunder constitutes a grant to the Sponsor. Neither the Commission nor the FAA will have title to the improvements covered by this grant, as title to same shall vest in the Sponsor.

(B) For the period as specified in this Paragraph, the Sponsor becomes obligated, upon any sale or disposition of the airport or discontinuation of operation of the airport to immediately repay, in full, the grant proceeds or proportionate amount thereof based upon the number of years remaining in the original obligation to the Commission. The Commission and the Sponsor hereby agree that during said period, the property and improvements which constitute the subject airport are subject to sale, if necessary, for the recovery of the federal pro rata share of improvement costs should this Agreement be terminated by a breach of contract on the part of the Sponsor or should the aforementioned obligations not be met.

(C) In this Section, the term "any sale or disposition of the airport" shall mean any sale or disposition of the airport: (i) for a use inconsistent with the purpose for which the Commission's share was originally granted pursuant to this Agreement; or (ii) for a use consistent with such purposes wherein the transferee in the sale or disposition does not enter into an assignment and assumption Agreement with the Sponsor with respect to the Sponsor's obligation under the instrument so that the transferee becomes obligated there under as if the transferee had been the original owner thereof.

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

(29) PROFESSIONAL SERVICES BY COMPETITIVE PROPOSALS: Contracts for professional services are to be procured by competitive proposals per federal procurement requirements (Title 49 CFR, Section 18.36). Requests for proposals/qualifications are to be publicly announced for services expected to cost more than one hundred thousand dollars (\$100,000) in the aggregate. Small purchase procedures (telephone solicitations or direct mail) may be used for services costing one hundred thousand dollars (\$100,000) or less. All professional services contracts are subject to review and acceptance by the Commission prior to execution by the Sponsor to ensure funding eligibility.

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

(31) BANKRUPTCY: Upon filing for any bankruptcy or insolvency proceeding



by or against the Sponsor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel this Agreement or affirm this Agreement and hold the Sponsor responsible for damages.

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

(33) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The Sponsor shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 CFR Part 170.

(34) BAN ON TEXTING WHILE DRIVING: In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

(A) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

(B) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

1. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

2. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(35) SUSPENSION AND DEBARMENT: Sponsors entering into "covered transactions", as defined by 2 CFR § 180.200, must:

(A) Verify the non-federal entity is eligible to participate in this Federal program by:

1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or

2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions

attesting individual or firm are not excluded or disqualified from participating; and

(B) Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. subcontracts).

(36) SYSTEM FOR AWARD MANAGEMENT REGISTRATION AND UNIVERSAL IDENTIFIER:

(A) Requirement for System for Award Management (hereinafter, "SAM"): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Commission submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Commission review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

(B) Requirement for Data Universal Numbering System (hereinafter, "DUNS") Numbers:

1. The Sponsor that it cannot receive a subgrant unless it has provided its DUNS number to the Commission.

2. The Commission may not make a subgrant to the Sponsor unless it has provided its DUNS number to the Commission.

3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B

by telephone (currently 866-608-8220) or on the web (currently at <http://fedgov/dnb/com/webform>).

(37) REQUIRED FEDERAL PROVISIONS: The Sponsor shall incorporate all required federal contract provisions that apply to this Project in its contract documents.

(38) EMPLOYEE PROTECTION FROM REPRISAL:

(A) Prohibition of Reprisals:

1. In accordance with 41 U.S.C. §4712, an employee of the Sponsor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in subparagraph (A)2, information that the employee reasonably believes is evidence of:

a. Gross mismanagement of a Federal grant;

b. Gross waste of Federal funds;

use of Federal funds;

c. An abuse of authority relating to implementation or

d. A substantial and specific danger to public health or safety; or

e. A violation of law, rule, or regulation related to a Federal grant.

2. The persons and bodies to which a disclosure by an employee is covered are as follows:

a. A member of Congress or a representative of a committee of Congress;

b. An Inspector General;

c. The Government Accountability Office;

d. A Federal office or employee responsible for oversight of a grant program;

e. A court or grand jury;

f. A management office of the Sponsor; or

g. A Federal or State regulatory enforcement agency.

(B) Submission of Complaint: A person who believes that they have been subjected to a reprisal prohibited by Paragraph (A) of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General for the U.S. Department of Transportation.

(C) Time Limitation for Submittal of a Complaint: A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

(D) Required Actions of the Inspector General: Actions, limitations, and exceptions of the Inspector General's office are included under 41 U.S.C. §4712(b).

(E) Assumption of Rights to Civil Remedy: Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. §4712(c).

(39) AIRPORT LAYOUT PLAN: All improvements must be consistent with a current and approved Airport Layout Plan (hereinafter, "ALP"). The Sponsor shall update and keep the ALP drawings and corresponding narrative report current with

regard to the FAA Standards and physical or operational changes at the airport.

(A) ALP approval shall be governed by FAA Order 5100.38, entitled "Airport Improvement Program Handbook."

(B) If ALP updates are required as a result of this project, the Sponsor understands and agrees to update the ALP to reflect the construction to standards satisfactory to the Commission and submit it in final form to the Commission. It is further mutually agreed that the reasonable cost of developing said ALP Map is an allowable cost within the scope of this project.

(40) AIRPORT PROPERTY MAP: The Sponsor shall develop (or update), as a part of the ALP, a drawing which indicates how various tracts/parcels of land within the airport's boundaries were acquired (i.e., federal funds, surplus property, local funds only, etc.). Easement interests in areas outside the fee property line shall also be included. A screened reproducible of the Airport Layout Drawing may be used as the base for the property map.

(41) ENVIRONMENTAL IMPACT EVALUATION: The Sponsor shall evaluate the potential environmental impact of this project per FAA Order 5050.4B, entitled "National Environmental Policy Act Implementing Instructions for Airport Actions." Evaluation must include coordination with all resource agencies that have jurisdiction over areas of potential environmental impact and a recommended finding such as categorical exclusion, no significant impact, level of impact and proposed mitigation, etc.

(42) EXHIBIT "A" PROPERTY MAP: The Sponsor's existing Exhibit "A" Property Map dated July 25, 2008 will be updated as part of this grant project. The Sponsor understands and agrees to update the Exhibit "A" Property Map to standards satisfactory to the Commission and to submit it in final form to the Commission. It is further mutually agreed that the reasonable cost of developing said Exhibit "A" Property Map is an allowable cost within the scope of this project.

(43) MASTER PLAN: The Sponsor shall hire a qualified engineering/planning consultant to develop/update a master plan to identify the projected demand/development needs of the airport. The Sponsor agrees to coordinate this master planning study with the metropolitan planning organizations, other local planning agencies, and with the State Airport System Plan prepared by the Commission and consider any pertinent information, data, projections, and forecasts which are currently available or as will become available. The Sponsor agrees to consider any State Clearinghouse comments and to furnish a copy of the final report to the Commission and the FAA.

(44) RUNWAY PROTECTION ZONE: The Sponsor agrees to take the following actions to maintain and/or acquire a property interest, satisfactory to the Commission and the FAA, in the Runway Protection Zones:

(A) Existing Fee Title Interest in the Runway Protection Zone: The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly or other use in the Runway Protection Zone, as depicted on the Exhibit "A"

Property Map and the approved ALP, except for NAVAIDS that are fixed by their functional purposes or any other structure permitted by the Commission and the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the Commission and the FAA.

(B) Existing Easement Interest in the Runway Protection Zone: The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.

(45) SPECIAL CONDITIONS: The following special conditions are hereby made part of this Agreement:

(A) Safety Inspection: The Sponsor shall eliminate all deficiencies identified in its most recent annual safety inspection report (FAA Airport Master Record Form 5010-1). If immediate elimination is not feasible, as determined by the Commission, the Sponsor shall provide a satisfactory plan to eliminate the deficiencies and shall include this plan with phased development as outlined in a current and approved airport layout plan.

(B) Disadvantaged Business Enterprise Required Statements:

(1) Policy: It is the policy of the USDOT that DBEs, as defined in 49 CFR Part 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this agreement.

(2) Contract Assurance: The Commission and the Sponsor will ensure that the following clause is placed in every USDOT-assisted contract and subcontract:

“The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out the applicable requirements of Title 49 Code of Federal Regulations, Part 26 in the award and administration of any United States Department of Transportation-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.”

(This assurance shall be included in each subcontract the prime contractor signs with a subcontractor.)

(3) Federal Financial Assistance Agreement Assurance: The

Commission and the Sponsor agree to and incorporate the following assurance into their day-to-day operations and into the administration of all USDOT-assisted contracts; where "recipient" means MoDOT and/or any MoDOT grantee receiving USDOT assistance:

"MoDOT and the Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any United States Department of Transportation-assisted contract or in the administration of the United States Department of Transportation's DBE Program or the requirements of Title 49 Code of Federal Regulations, Part 26. The recipient shall take all necessary and reasonable steps under Title 49 Code of Federal Regulations, Part 26 to ensure nondiscrimination in the award and administration of United States Department of Transportation-assisted contracts. The recipient's DBE Program, as required by Title 49 Code of Federal Regulations, Part 26 and as approved by the United States Department of Transportation, is incorporated by reference into this agreement. Implementation of this program is a legal obligation and for failure to carry out its approved program, the United States Department of Transportation may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under Title 18 United States Code, Section 1001 and/or the Program Fraud Civil Remedies Act of 1986 (Title 31 United States Code, Section 3801 *et seq.*)"

The Commission and the Sponsor shall ensure that all recipients of USDOT-assisted contracts, funds, or grants incorporate, agree to and comply with the assurance statement.

(4) Prompt Payment: The Commission and the Sponsor shall require all contractors to pay all subcontractors and suppliers for satisfactory performance of services in compliance with section 34.057 RSMo, Missouri's prompt payment statute. Pursuant to section 34.057 RSMo, the Commission and the Sponsor also require the prompt return of all retainage held on all subcontractors after the subcontractors' work is satisfactorily completed, as determined by the Sponsor and the Commission.

All contractors and subcontractors must retain records of all payments made or received for three (3) years from the date of final payment, and these records must be available for inspection upon request by any authorized representative of the Commission, the Sponsor or the USDOT. The Commission and the Sponsor will maintain records of actual payments to DBE firms for work committed to at the time of the contract award.

The Commission and the Sponsor will perform audits of contract payments to DBE firms. The audits will review payments to subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in the schedule of DBE participation and that payment was made in compliance with section 34.057 RSMo.

(5) MoDOT DBE Program Regulations: The Sponsor, contractor and each subcontractor are bound by MoDOT's DBE Program regulations, located at Title 7 Code of State Regulations, Division 10, Chapter 8.

(C) Disadvantaged Business Enterprises—Professional Services: DBEs that provide professional services, such as architectural, engineering, surveying, real estate appraisals, accounting, legal, etc., will be afforded full and affirmative opportunity to submit qualification statements/proposals and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for selection for this project. The DBE goals for professional services will be determined by the Commission at the time each proposed service contract is submitted for the Commission's approval.

(D) Consultant Contract and Cost Analysis: The Sponsor understands and agrees that no reimbursement will be made on the consultant contract portion of this grant until the Commission has received the consultant contract, the Sponsor's analysis of costs, and the independent fee estimate.

*[Remainder of Page Intentionally Left Blank]*

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

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

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

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

CITY OF SIKESTON

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Attest:

Attest:

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

By \_\_\_\_\_

Title \_\_\_\_\_

Approved as to Form:

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

Ordinance No. \_\_\_\_\_  
(if applicable)



## CERTIFICATE OF SPONSOR'S ATTORNEY

I, \_\_\_\_\_, acting as attorney for the Sponsor, do hereby certify that in my opinion, the Sponsor is empowered to enter into the foregoing grant Agreement under the laws of the State of Missouri. Further, I have examined the foregoing grant Agreement, and the actions taken by said Sponsor and Sponsor's official representative have been duly authorized and the execution thereof is in all respects due and proper and in accordance with the laws of the said state and the Airport and Airway Improvement Act of 1982, as amended. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said grant constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

CITY OF SIKESTON

\_\_\_\_\_  
Name of Sponsor's Attorney (typed)

\_\_\_\_\_  
Signature of Sponsor's Attorney

Date \_\_\_\_\_

## **APPENDIX**

### **STATE BLOCK GRANT AGREEMENT**

#### **Purpose**

The purpose of this appendix is to provide the sponsors with sufficient information to carry out the terms of the state block grant agreement and implement their project.

The key items are listed below and are available on the MoDOT website (<http://www.modot.mo.gov/>), the FAA website (<http://www.faa.gov/index.cfm>), the State Block Grant Program Guidance Handbook or other website as indicated.

## **EXHIBIT 1**

# Aviation - Grant Programs, Documentation, Guidance

## State Block Grant Program (Federal Funds)

- **MoDOT Guidance Handbook**
  - About the Handbook (26 kb, 1 page)
  - Index (57 kb, 3 pages)
  - Section 1 - Grant Application and Project Selection (35 kb, 5 pages)
  - Section 2 - Project Environmental Requirements (27 kb, 3 pages)
  - Section 3 - Airport Planning Projects (29 kb, 4 pages)
  - Section 4 - Land Acquisition (14 kb, 3 pages)
  - Section 5 - Procurement of Engineering Services (35 kb, 4 pages)
  - Section 6 - Project Development (77 kb, 11 pages)
  - Federal-Required Documentation Checklist (Advertising) (38 kb, 1 page)
  - Federal-Required Documentation Checklist (Construction Projects) (38 kb, 1 page)
- **FAA Airport Sponsor Guide**

## State Aviation Trust Fund Program (State Funds)

- State Aviation Trust Fund Program Procedures (51 kb, 5 pages)
- State Required Documentation Checklist (44 kb, 1 page)

## Sponsor CIP Submittal

- Sponsor's Guide on Submitting CIP (980 kb, 11 pages)
- MoDOT AirportIQ System Manager (ASM) Website

## Financial Forms

- Grant Funding Application (424 kb, 22 pages)
- Air Service Development Application
- State Transportation Assistance Revolving (STAR) Loan Application
- Outlay Report and Request for Reimbursement (Federal 95%) (Form 271) (106 kb, 1 page)
- Request for Payment (State 90%) (100 kb, 1 page)

## Consultant Procurement

- Sample Advertisement Consultant Selection
- ACEC MO Qualifications Based Selection (QBS) Guidance
- MSPE Qualifications Based Selection (QBS) Guidance

## Federally Funded Projects

- FAA Advisory Circular 150/1500-14E-Architectural, Engineering, and Planning Consultant Services For Airport Grant Projects
- Aviation Project Consultant Agreement (256 kb, 43 pages)
  - Exhibit IV- Derivation of Consultant Project Costs (53kb, 1 page)
  - Exhibit V - Engineering Basic and Special Services-Cost Breakdown 67 kb, 1 page)
- Aviation Project Consultant Supplemental Agreement No. 1 (103 kb, 5 pages)
  - Exhibit IV- Derivation of Consultant Project Costs (Construction) (56 kb, 1 page)
  - Exhibit V - Engineering Construction Services-Cost Breakdown (65 kb, 1 page)
- Sample Letter of Recommendation of Approval for Project Consultant Agreement (22 kb, 1 page)
- Sponsor Certification for Selection of Consultants (form) (38 kb, 2 pages)

### *State Funded Projects*

- Missouri Revised Statutes Sections 8.285-8.291 (23 kb, 2 pages)
- State Aviation Trust Fund Project Consultant Agreement (189 kb, 35 pages)
  - Exhibit IV- Derivation of Consultant Project Costs (53 kb, 1 page)
  - Exhibit V - Engineering Basic and Special Services-Cost Breakdown (67 kb, 1 page)
- Sample Letter of Recommendation of Approval for Project Consultant Agreement (22 kb, 1 page)
- Certification of Compliance (form) (33 kb, 1 page)

### **Airports Resources**

- Obstructions Evaluation Submission (electronic 7460-1)
- Notice of Proposed Landing 7480-1 (form)
- FAA Series 150 Advisory Circulars for Airports
- FAA Airport's GIS Website
- Aeronautical GIS Survey Scope of Work
- Request for new or amended Instrument Approach Procedures
- Airport Layout Plan (ALP) and Narrative Checklist (277 kb, 10 pages)
- VGSI Data Form and Request for Flight Inspection (55 kb, 1 page)

### **Land Acquisition**

- Land Acquisition Guidance
- MoDOT Approved Appraiser List
- Sponsor Certification for Certificate of Title (form) (85 kb, 12 pages)
- Sponsor Certification of Environmental Site Assessment (form) (43 kb, 2 pages)
- Sponsor Certification for Real Property Acquisition (form) (48 kb, 3 pages)
- Exhibit A Property Map Guidance

### **Environmental**

- Environmental Guidance
- Undocumented Categorical Exclusion Letter (Environmental Clearance Letter) (21kb, 1 page)
- Documented Categorical Exclusion-FAA SOP 5.XX (355 kb, 8 pages)
- Documented Categorical Exclusion-MoDOT Signature Page (24 kb, 1 page)

### **Compliance**

- Compliance Guidance
- Standard DOT Title VI Assurances (43 kb, 4 pages)
- Sponsor Questionnaire-Airport Compliance Status (130 kb, 16 pages)
- FAA/MoDOT Lease Requirements, Recommendations, and Guidance (95 kb, 5 pages)

### **Utility Adjustments**

- Utility Agreement (71 kb, 36 pages)

### **Engineering, Design, and Construction**

- **Sponsor Certifications For Federally Funded Projects**
  - Sponsor Certification for Conflict of Interest
  - Sponsor Certification for Drug-Free Workplace
  - Sponsor Certification for Projects Plans and Specifications (46 kb, 2 pages)
  - Sponsor Certification for Equipment/Construction Contracts (46 kb, 3 pages)
  - Sponsor Certification for Construction Project Final Acceptance (46 kb, 3 pages)
  - Sponsor Certification for Equipment Final Acceptance (38 kb, 2 pages)

- **Construction Project Items**

*Federal Projects*

- Weekly DBE Compliance Review Report (38 kb, 2 pages)

*Federal & State Projects*

- Sample Letter of Recommendation to Award for Construction Contracts (22 kb, 1 page)
- Weekly Construction Progress and Inspection Report (35 kb, 1 page)
- Weekly Wage Rate Interview Report (32 kb, 1 page)
- Change Order and Supplemental Agreement Instructions (68 kb, 3 pages)
- Change Order and Supplemental Agreement Form (Auto) (28 kb, 1 page)

- **Project Closeout Items**

*Federal Projects*

- Sample Certification Letter from Prime Contractor Regarding DBE's (24 kb, 1 page)
- DBE Documentation – Final Construction Report

*Federal & State Projects*

- Final Testing Report (Checklist) (70 kb, 3 pages)
- Electrical Systems Testing Report (36 kb, 1 page)
- Precision Approach Path Indicator (PAPI) Inspection Report (47 kb, 1 page)
- Contractor's Certification Regarding Settlement of Claims (37 kb, 12 pages)

- **MoDOT Construction Specifications**

*Federally Funded Projects*

- Federal-Preparation of Project Plans and Specifications (307 kb, 127 pages)
- Federal-Construction Observation Program (293kb, 22 pages)
- Federal-Preparation of Equipment Specifications (240 kb, 42 pages)
- AC 150/5370-10G Standards for Specifying Construction of Airports

*Federal & State Projects*

- Construction Observation Program (Non-Paving) (91 kb, 10 pages)
- Construction Observation Program-Required Tests and Certifications (75 kb, 17 pages)
- Construction Project Review Level Matrix
- Construction Plans Full Review Checklist
- Construction Plans General Review Checklist
- Safety Plan Checklist

*State Funded Projects*

- State-Preparation of Project Plans and Specifications (585 kb, 84 pages)
- State-Construction Observation Program (266 kb, 18 pages)
- MO-100 Mobilization (28 kb, 1 page)
- MO-152 Excavation and Embankment (71 kb, 11 pages)
- MO-155 Fly Ash Treated Subgrade (45 kb, 5 pages)
- MO-156 Erosion and Sediment Control (50 kb, 6 pages)
- MO-161 Woven Wire Fence with Steel Posts (37kb, 3 pages)
- MO-162 Chain-Link Fences (39 kb, 3 pages)
- MO-209 Crushed Aggregate Base Course (35 kb, 4 pages)
- MO-401S Plant Mix Bituminous Pavements (87 kb, 14 pages)
- MO-500 Joint and Crack Resealing-Concrete Pavement (36 kb, 3 pages)
- P-501 Portland Cement Concrete Pavements is now required for Aviation Projects in Missouri. Find the form on the linked FAA page. (effective May 2013)
- MO-601 Surface Preparation (38 kb, 4 pages)
- MO-602 Bituminous Prime Coat (29 kb, 2 pages)
- MO-603 Bituminous Tack Coat (29 kb, 2 pages)
- MO-610 Structural Portland Cement Concrete (45 kb, 5 pages)
- MO-620 Runway and Taxiway Painting (43 kb, 4 pages)
- MO-622 Crack and Joint Sealing-Bituminous Pavement (31 kb, 3 pages)
- MO-623 Pavement Friction Sealcoat Surface Treatment (48 kb, 5 pages)
- MO-701 Pipe for Storm Drains and Culverts (38 kb, 4 pages)

- MO-706 Prefabricated Underdrains (*54 kb, 5 pages*)
- MO-901 Seeding (*71 kb, 7 pages*)
- MO-905 Topsoiling (*25 kb, 2 pages*)
- MO-908 Mulching (*27 kb, 2 pages*)
- **MoDOT Electrical Specifications** (State Funded Projects)
  - MO-101 Airport Rotating Beacons (*39 kb, 5 pages*)
  - MO-103 Airport Beacon Towers (*36 kb, 4 pages*)
  - MO-107 Airport 8-Foot and 12-Foot Wind Cones (*36 kb, 4 pages*)
  - MO-108 Underground Power Cable for Airports (*402 kb, 12 pages*)
  - MO-109 Airport Prefabricated Housing and Equipment (*373 kb, 7 pages*)
  - MO-110 Airport Underground Electrical Duct Banks and Conduits (*56 kb, 8 pages*)
  - MO-120 Airport Precision Approach Path Indicator (PAPI) System (*41 kb, 5 pages*)
  - MO-125 Airport Lighting Systems and Guidance Signs (*51 kb, 5 pages*)

## **Airports Central Region – AIP Guide Index**

This guide has been prepared to assist Central Region airport owners and their consultants in obtaining and administering an Airport Improvement Program (AIP) grant. Users of this guidance shall note that requirements for AIP participation are established within applicable United States Code, Public Law, Federal Regulations and official FAA policy. The supplemental guidance and best practices provided within this guide are not intended to create additional participation requirements over and above that established by statute, regulation, or official FAA policy. In the event this guidance conflicts with current AIP policy, the AIP policy has precedence. Web site address  
[http://www.faa.gov/airports/central/aip/sponsor\\_guide/](http://www.faa.gov/airports/central/aip/sponsor_guide/)

### **100 - Airport Improvement Program (AIP)**

- 110 - Overview
- 120 - Checklists for Typical AIP Funded Projects
- 130 - Sponsor Eligibility
- 140 - Project Eligibility
- 150 - AIP Obligations
- 160 - FAA Standards
- 170 - Non-Primary Entitlement Funds

### **200 - Civil Rights**

- 210 - DBE Overview
- 220 - DBE Program Submittal Information
- 230 - DBE Goals
- 240 - Good Faith Efforts
- 250 - DBE Contract Provisions
- 260 - DBE Reporting Requirements
- 270 - Identifying DBE Fraud

### **300 - Procurement of Professional Services**

- 310 - Procurement Requirements and Standards for A/E Services
- 320 - Roles and Responsibilities
- 330 - Selection Guide
- 340 - Contract Establishment
- 350 - Acquiring a Surveyor for AGIS

### **400 - Procurement**

- 410 - Procurement Standards - §18.36(b)
- 420 - Competition - §18.36(c)
- 430 - Procurement Methods - §18.36(d)
- 440 - Small & Minority Firms & Womens Business Enterprises - §18.36(e)
- 450 - Cost and Price Analysis - §18.36(f)
- 460 - FAA Review of Procurement Documents - §18.36(g)
- 470 - Bond Requirements - §18.36(h)
- 480 - Federal Provisions - §18.36(i)
- 490 - Buy American Preferences - Title 49 USC 501

### **500 - Airport Planning**

- 510 - National Plan of Integrated Airport Systems (NPIAS)
- 515 - Master Plans
- 520 - Airport Layout Plans
- 530 - Environmental Review
- 540 - Airport Site Investigations
- 550 - Runway Protection Zones
- 560 - Airport Property Interests
- 570 - Apron Design
- 580 - Planning Resources

### **600 - Project Formulation**

- 610 - Requesting Aid: ACIP
- 620 - Benefit/Cost Analysis
- 630 - FAA Reimbursable Agreements

### **700 - Grant Implementation**

- 710 - Project Initiation
- 720 - Project Application
- 730 - Sponsor Assurances
- 740 - Drug Free Workplace Requirements
- 750 - Title VI Assurance
- 760 - Executing the Grant Offer

### **800 - Sponsor Certification**

### **900 - Project Design Development Projects**

- 910 - Predesign Conference
- 920 - Engineer's Design Report
- 930 - Plans and Specifications
- 940 - Regional Approved Modifications to AC 150/5370-10
- 950 - Sponsor Modifications of FAA Standards
- 960 - Operational Safety on Airport During Construction



**1000 - Construction Phase**

- 1010 - Bidding
- 1020 - Contract Award
- 1030 - Construction Observation Program
- 1040 - Preconstruction Conference
- 1050 - Notice-to-Proceed
- 1060 - Labor Provisions
- 1070 - Inspections
- 1080 - Contract Modifications

**1100 - Runway Commissioning**

- 1110 - Airports Geographic Information Systems (AGIS)
- 1120 - Revising Airport Aeronautical Information
- 1130 - Runway Commissioning Data
- 1140 - Commissioning of Non-Federal VGSI

**1200 - Equipment Projects**

- 1210 - Federal Provisions
- 1220 - Sample Bid Documents

**1300 - Airport Land Acquisition**

- 1310 - Land Acquisition Requirements
- 1320 - Environmental Site Assessment
- 1320 - Satisfactory Evidence of Good Title

**1400 - Sponsor Force Accounts**

- 1410 - Force Account Overview
- 1420 - Force Account Engineering Services
- 1430 - Construction Force Account

**1500 - Grant Payments**

- 1510 - DELPHI eInvoicing System
- 1520 - Making the Grant Drawdown
- 1530 - Invoice Summary
- 1540 - Financial Reports
- 1550 - Payment History
- 1560 - Improper Payments

**1600 - Grant Closeout**

- 1610 - Development Project Closeout
- 1620 - Equipment Project Closeout
- 1630 - Planning Grant Closeout
- 1640 - Grant Amendment

**1700 - Post Grant Obligations**

- 1710 - Record Keeping
- 1720 - Audit Requirements
- 1730 - Financial Reports
- 1740 - Compliance
- 1750 - Pavement Maintenance
- 1760 - Release of Airport Property



## **ASSURANCES**

### **Airport Sponsors**

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#### **A. General.**

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

#### **B. Duration and Applicability.**

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

### 3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Airport Revenue so long as the airport is used as an airport.

## C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

### 1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

#### **Federal Legislation**

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- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.<sup>1 2</sup>
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.<sup>1</sup>
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.<sup>1</sup>
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.<sup>1</sup>
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

### **Executive Orders**

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- a. Executive Order 11246 - Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 - Environmental Justice

### **Federal Regulations**

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- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].<sup>4, 5, 6</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.<sup>1</sup>
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.<sup>1</sup>
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).<sup>1</sup>
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.<sup>3</sup>
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.

- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.<sup>1 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

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### **Specific Assurances**

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

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### **Footnotes to Assurance C.1.**

<sup>1</sup> These laws do not apply to airport planning sponsors.

<sup>2</sup> These laws do not apply to private sponsors.

<sup>3</sup> 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

<sup>4</sup> On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

<sup>5</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

<sup>6</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

**2. Responsibility and Authority of the Sponsor.**

**a. Public Agency Sponsor:**

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

**b. Private Sponsor:**

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

**3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

**4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

**5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

**6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

**7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

**8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**11. Pavement Preventive Maintenance.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and



has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

**13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

**14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans,

specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

**17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

**18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

**19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal,

state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
  - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

#### **20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

#### **21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

#### **22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or

to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

- 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
  - d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
  - e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
  - f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
  - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
  - h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
  - i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

### **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or

operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
  - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
  - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

## **26. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

**27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

**28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

**29. Airport Layout Plan.**

- a. It will keep up to date at all times an airport layout plan of the airport showing
  - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and

roads), including all proposed extensions and reductions of existing airport facilities;

- 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
  - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

### **30. Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
  - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  - 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.



- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a

covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### **31. Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another

eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

### **32. Engineering and Design Services.**

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

### **33. Foreign Market Restrictions.**

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

### **34. Policies, Standards, and Specifications.**

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated \_\_\_\_\_ (the latest approved version as of this grant offer) and included in this grant, and in accordance

with applicable state policies, standards, and specifications approved by the Secretary.

**35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

**36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

**38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

### **39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
  - 1) Describes the requests;
  - 2) Provides an explanation as to why the requests could not be accommodated; and
  - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



**FAA  
Airports**

## **Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects**

Updated: 12/31/2015

View the most current versions of these ACs and any associated changes at:  
[http://www.faa.gov/airports/resources/advisory\\_circulars](http://www.faa.gov/airports/resources/advisory_circulars)

<b>NUMBER</b>	<b>TITLE</b>
70/7460-1L	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1 - 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28E	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C Change 1	Airport Winter Safety And Operations
150/5200-31C Changes 1 - 2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel

NUMBER	TITLE
150/5210-19A	Driver's Enhanced Vision System (DEVS) Ground Vehicle Operations on Airports
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16D	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26, Change 1	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements of Changes
150/5300-13A, Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18C	Survey and Data Standards for Submission of Aeronautical Data Using Airports GIS
150/5320-5D	Airport Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation
150/5320-12C, Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces

NUMBER	TITLE
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30H	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43G	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46D	Specification for Runway and Taxiway Light Fixtures



NUMBER	TITLE
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14	Access to Airports By Individuals With Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10G	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2C	Heliport Design

<b>NUMBER</b>	<b>TITLE</b>
150/5395-1A	Seaplane Bases

## **THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY**

Updated: 12/31/2015

<b>NUMBER</b>	<b>TITLE</b>
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17, Changes 1 - 6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airports Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5370-12B	Quality Control of Construction for Airport Grant Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness

## Council Letter

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Date of Meeting: 18-09-10

Originating Department: City Manager

To the Mayor and City Council:

Subject: Wayfinding Signs

Attachment(s):

1. Rendering of Monument Signs
2. Aerial and Street View Maps

Action Options:

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

Background:

In October of 2016 the City entered into a 5 year contract with Geograph Industries for manufacture and installation of wayfinding and monument signs. The project was to be completed and paid in phases each year from the annual budget of the Convention and Visitors Bureau (CVB), which was then run as a city department. The project was split up over five years in order to spread the payments out in a way that would be affordable within the projected guest tax revenues.

Effective July 1, 2017, the City entered into a contract with the Chamber of Commerce, whereby the Chamber would operate the CVB and the city would remit ongoing guest tax revenues to the Chamber to be spent on statutorily allowed CVB expenditures. As part of that contract, the Chamber agreed to assume responsibility for payment of then existent contractual obligations, including the wayfinding sign project.

At this point in time, all of the wayfinding and highway welcome signs have been installed and paid for, and only the monument signs are outstanding. The contractor (Geograph) would like to install, and be paid for, the three monument signs all at once rather than come back in each of the upcoming fiscal years. The Chamber/CVB staff and I had a conference call with Geograph several weeks ago and they were also willing to scale back the project to fewer monument signs if we just wanted to finish out the project and be done with it.

The locations originally approved for monument signs were:

- On the railroad right-of-way near the Miner/Sikeston city limits.
- On 61 north of Fed Ex in the industrial park.
- On the SW corner of HH and N Ingram (approaching the Rodeo and Sports Complex)

More recent discussions with the City Council resulted in staff taking a second look at those locations. City and Chamber of Commerce/CVB staff now recommend two signs:

- On the railroad right-of-way near the Miner/Sikeston city limits (could be placed just west of Edward Ave, near the MoDOT maintenance yard, or a little bit further to the east, closer to the next driveway).
- In Matthews Park, facing westbound Hwy 60/Future I-57 traffic.

Aerial and street-view photos of these locations are attached.

The original contract with Geograph was for 3 monument signs at \$39,900 each (total \$119,700). They have given us a revised estimate of \$89,800 to do only two signs. Per previous City Council direction, if the balance of the Tourism Tax Fund (approximately \$51,000) is paid by the City toward the signs, the remaining balance of approximately \$38,800 would be paid by the Chamber/CVB.



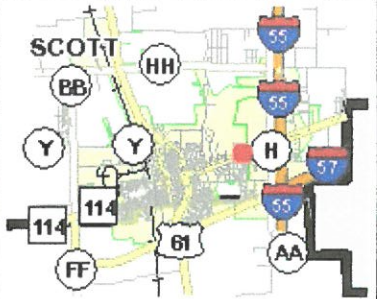
**1** M.01 - Monument Renderings  
Scale: NTS

© WORKSHOP DESIGN L.L.C. 2016 NOT FOR CONSTRUCTION

WORKSHOP		CLIENT	PROJECT	REVISIONS	SHEET TITLE		SHEET NUMBER	SHEET DATE
WORKSHOP DESIGN LLC 2114 CENTRAL STREET, STE 124 KANSAS CITY MO 64108 P 816 842 4460		City of Sikeston Sikeston, Missouri	City of Sikeston Wayfinding Signage Sikeston, Missouri		M.01 - LARGE MONUMENT RENDERINGS		G.24	04.15.16
		PROJECT NUMBER 16003	DRAWN/CHECKED DS/SB					



# Sikeston, MO



## Legend

### Road

- <all other values>
- INTERSTATE
- U.S. HIGHWAY
- STATE HIGHWAY

### Railroad

- Parcel
- Corporate Limit Line
- Section
- Land Grant

### County Boundary

- <all other values>
- NEW MADRID
- SCOTT

## Notes

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION



Google Maps 2210 E Malone Ave



Image capture: Jul 2014 © 2018 Google

Sikeston, Missouri



Street View - Jul 2014





## 2015 E Malone Ave



Image capture: Jul 2014 © 2018 Google

Sikeston, Missouri



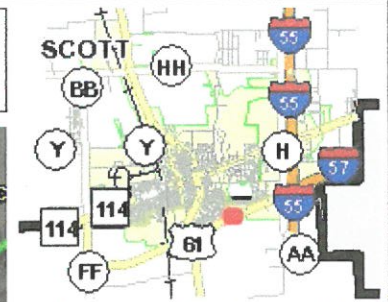
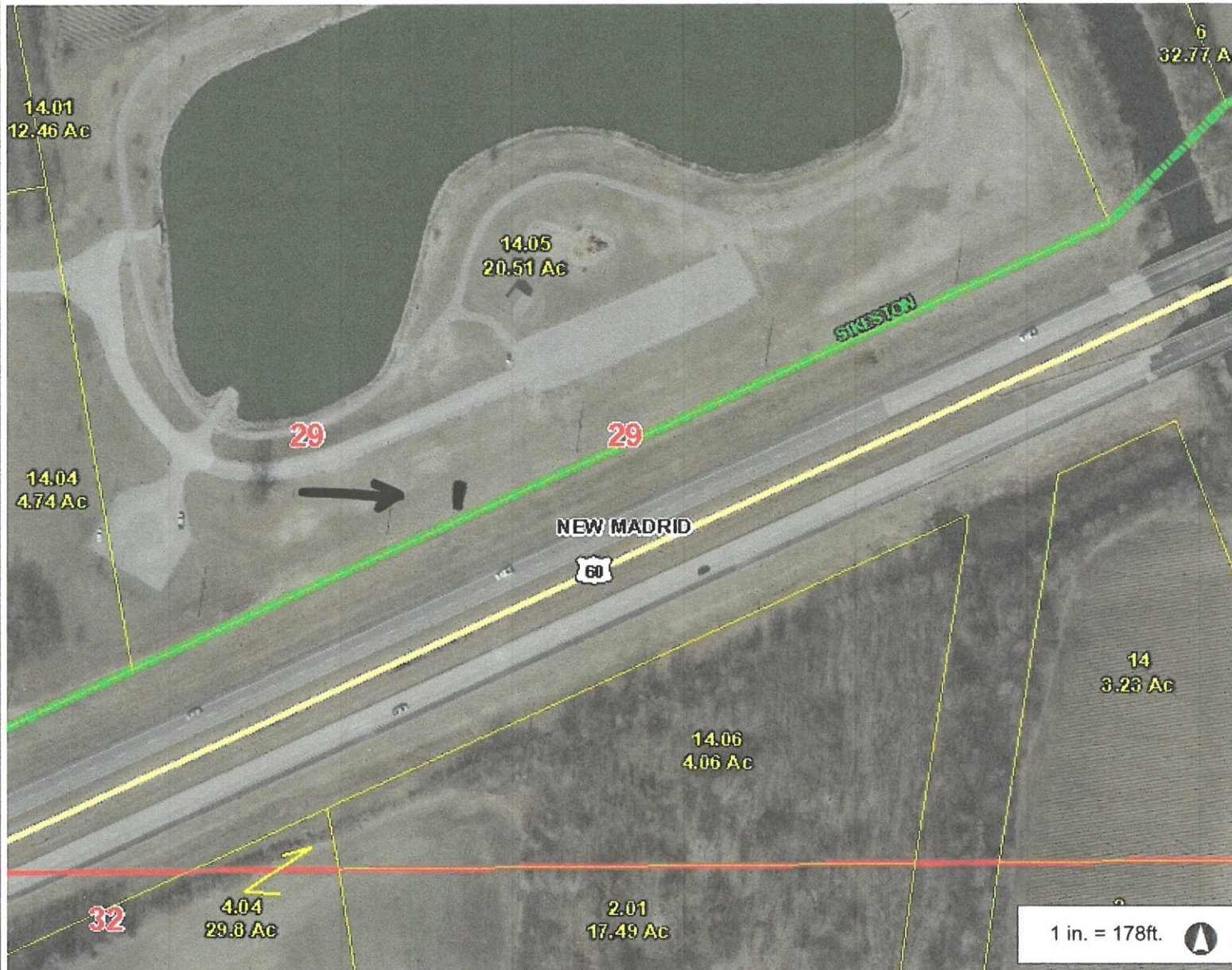
Google, Inc.

Street View - Jul 2014





# Sikeston, MO



## Legend

### Road

- <all other values>
- INTERSTATE
- U.S. HIGHWAY
- STATE HIGHWAY

### Railroad

### Parcel

### Corporate Limit Line

### Section

### Land Grant

### County Boundary

- <all other values>
- NEW MADRID
- SCOTT

## Notes

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THIS MAP IS NOT TO BE USED FOR NAVIGATION



Google Maps US-60



Image capture: Jan 2016 © 2018 Google

Sikeston, Missouri



Google, Inc.

Street View - Jan 2016



# **Council Letter**

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Date of Meeting 18-09-10

Originating Department: Public Works

To the Mayor and City Council:

Subject: Purchase MUSCO Field Lighting Contract 082114-MSL through NJPA for Fields #1-4, Field #5, and Field #7.

Action Options:

1. Authorize the purchase of Control-Link Equipment and installation from MUSCO Lighting for Fields #1-4
2. Authorize the installation of Control-Link Equipment for Field #5 and Field #7
3. Other action the City Council deems appropriate.

Background:

The Parks and Recreation Department budgeted \$55,000.00 to upgrade the baseball and softball field lighting at the Recreation Complex. MUSCO Lighting whose headquarters are in Oskaloosa, Iowa submitted a quote through the National Joint Powers Alliance (NJPA) for \$34,000.00. The quote is to install a Control-Link Cabinet for Fields #1- 4 and install a Control-Link Cabinet for Fields #5 – 8. The Control-Link Cabinet is designed for the field lights to be set on timers which Parks Staff can control without having users needing to be inside the control room of the concession stands.

The \$34,000 price doesn't include wiring Field #6 and Field #8 because the amount of fixtures on each of those fields requires more powerful amp contactors and the Contractor while on site will investigate a better solution to incorporate these two fields to the current cabinet. The estimated additional cost to wire Field #6 and Field #8 is \$8,000 which is still under the overall budgeted amount.

The City of Sikeston is currently a member of the NJPA which is a public agency that provides cooperative purchasing for government and educational agencies. Purchasing from MUSCO through the NJPA meets state bidding requirements.

Staff recommends awarding the contract to MUSCO Lighting for \$34,000.00 for the purchase and installation of the Control-Link Cabinets for the baseball and softball fields.

# **Council Letter**

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Date of Meeting 18-09-10

Originating Department: Public Works

To the Mayor and City Council:

Subject: Briefing on New Madrid County Flood Plain Project

Action Options:

1. Briefing Only
2. Other action the City Council deems appropriate.

Background:

On Wednesday, August 15<sup>th</sup>, SEMA staff presented an update for the flood plain mapping for New Madrid County. This was in response to the many comments made on the updated presented in February of this year. We are pleased to announce that the areas in the southern portions of Sikeston which were be added to the floodplain as a part of the February update have since been removed. Therefore, none of those areas will be added as a part of this update.

# **Council Letter**

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Date of Meeting 18-09-10

Originating Department: Public Works

To the Mayor and City Council:

Subject: Approval of Land Lease for Airport Hanger

Attachment(s):

1. Brown's Land Lease for Airport Hanger

Action Options:

1. Approve Land Lease for Airport Hanger
2. Other action the City Council deems appropriate.

Background:

Staff is requesting Council to approve the land lease contract for the Brown's airport hanger which is up for renewal. The cost has been updated to be consistent with other renters of similar space.

## AIRPORT GROUND LEASE

This Agreement made and entered into this 1<sup>st</sup> day of September 2018, by and between the CITY OF SIKESTON, MISSOURI, a Municipal Corporation, hereinafter called "Lessor", and JAMES AND CYNTHIA BROWN, hereinafter referred to as "Lessee".

WITNESSETH:

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

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

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

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

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

1. Rental: For the term of this Lease, the Lessee shall pay to the Lessor, as and for the rental of the real estate, the sum of One Thousand Dollars (\$1000) per year.

All rents due under this Lease are payable annually without demand on the 1<sup>st</sup> of July each year beginning July 1, 2018.

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

2. The term of this lease shall begin upon the execution hereof and shall expire on June 30, 2023.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



CITY OF SIKESTON

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STEVEN BURCH, MAYOR

ATTEST:

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CARROLL L. COUCH, CITY CLERK

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JAMES L. BROWN

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CYNTHIA BROWN

# **Council Letter**

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Date of Meeting 18-09-10

Originating Department: Public Works

To the Mayor and City Council:

Subject: Discuss and Authorize Potential Transportation Alternative Program Applications

Action Options:

1. Authorize Staff to Proceed with a TAP application
2. Other action the City Council deems appropriate.

Attachments:

1. Map of eligible projects and existing trails

Background:

MoDOT has issued a call for applications for the Transportation Alternatives Program or TAP. These are projects for bicycle/pedestrian facilities and/or ADA improvements to existing facilities.

For this year, the applications are due November 2<sup>nd</sup>, 2018. They must seek a minimum of \$100,000 and a maximum of \$400,000. Projects must have a 20% match or more.

For this year, we hope to submit an application for another trail. We are not limited to the number of application we can submit, but rarely does a city every get awarded a second project.

For this year we are considering the following for submission:

- Rail to Trail – Phase 2
- Safe Route to School – Northwest (Salcedo to Malone)
- Recreation Trail – Along Salcedo Road (Kingshighway to North Ingram)
- Downtown Revitalization – Phase 2

Staff has the following thoughts on these submissions:

- While the rail trail is a big priority, we are just about to begin construction on the first phase...after a lengthy delay regarding MoDOT's clearance of our right of way purchase from the rail road. My thought would be to consider waiting until next time.
- The Northwest corridor directly south of the Junior High School is riddled with kids walking on the street after school every day. We would consider this project a high priority.
- While there is a serious need to extend the Salcedo trail east, we hope to pursue it through the recreation trail program of the Missouri State Parks.
- We feel that as we have made improvements to the sidewalks downtown that some of these improvements have been completed. The acquisition of lighting and amenities (trash receptacles and benches) could be out of pocket budgeted expenses, and we could seek assistance from BMU to install the lighting as they can work it in.

Considering all of this, staff recommends that we go forward with an application for improvements along Northwest Street. If council desires a second application be submitted, we recommend a second application for the second phase of the rail trail.

#### **INCLUDE BELOW IS MODOT'S RECENT ANNOUNCEMENT FOR TAP:**

#### **Transportation Alternatives Program - Notice of 2018 Statewide Call for Rural Projects - Applications due November 2, 2018**

The Missouri Department of Transportation is seeking projects to be funded using Rural Statewide Transportation Alternatives Program (TAP) funds. This program call will award \$7.8 million of federal TAP funds. Local Public Agencies (LPAs) that reside within the Metropolitan Planning Organizations of OTO, MARC, and East-West Gateway are not eligible for this program call.

Eligible projects include:

- Construction of on-road and off-road trail facilities for pedestrians, bicyclists, and other non-motorized forms of transportation, including sidewalks, bicycle infrastructure, pedestrian and bicycle signals, traffic calming techniques, lighting, and other safety-related infrastructure, and transportation projects to achieve compliance with the Americans with Disabilities Act of 1990;
- Construction of infrastructure-related projects and systems that will provide safe routes for non-drivers, including children, older adults, and individuals with disabilities to access daily needs;
- Conversion and use of abandoned railroad corridors for trails for pedestrians, bicyclists, or other non-motorized transportation users; and
- Construction of infrastructure-related projects to improve the ability of students to walk and bicycle to school, including sidewalk improvements, traffic calming and speed reduction improvements, pedestrian and bicycle crossing improvements, on-street bicycle facilities, off-street bicycle and pedestrian facilities, secure bicycle parking facilities, and traffic diversion improvements in the vicinity of schools.

Awarded projects will be funded with a maximum 80 percent federal funds and require a minimum 20 percent local match. A project must seek a minimum of \$100,000 of federal reimbursement. The maximum federal reimbursement is \$400,000.

Links to the Program Guide and Application Form:

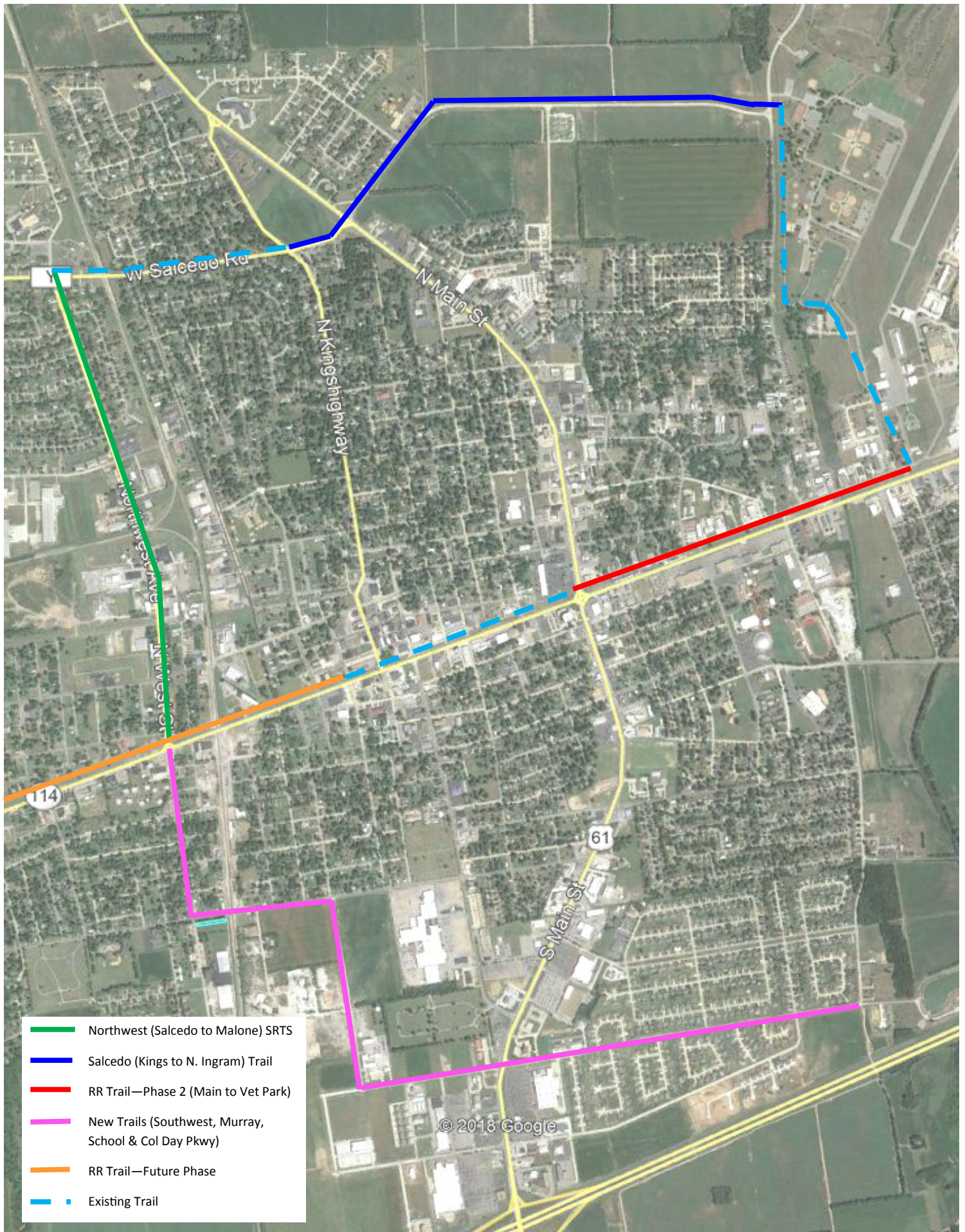
- [2018 TAP Program Guide](#)
- [Application Form](#)
- [Evaluation Form](#)
- [TAP FAQ](#)

Application packets are due to the respective District Office by November 2, 2018. Awards are anticipated to be announced in early January 2019.

For additional information, contact your [MoDOT District Representative](#) or Andrew Seiler at [andrew.seiler@modot.mo.gov](mailto:andrew.seiler@modot.mo.gov), (417) 895-7696.

Posted 8/31/18





- Northwest (Salcedo to Malone) SRTS
- Salcedo (Kings to N. Ingram) Trail
- RR Trail—Phase 2 (Main to Vet Park)
- New Trails (Southwest, Murray, School & Col Day Pkwy)
- RR Trail—Future Phase
- Existing Trail



## Municipal Division Summary Reporting

### 33rd Judicial Circuit - Scott County - Sikeston Municipal Division

#### I. COURT INFORMATION

<b>Reporting Period:</b>		
August	2018	<b>Court activity occurred in reporting period: Yes</b>
<b>Clerk's Physical Address:</b>	<b>Mailing Address:</b>	<b>Vendor</b>
131 N. New Madrid Sikeston, MO 63801	131 N. New Madrid Sikeston, MO 63801	Incode (Tyler Technologies)
<b>Telephone Number:</b>	<b>Fax Number:</b>	
(573) 475-3705		
<b>Prepared by:</b>	<b>Prepared by E-mail Address:</b>	<b>Municipal Judge(s) Active During Reporting Period:</b>
Cindy Sturgeon	cindy.sturgeon@courts.mo.gov	Frank Marshall

II. MONTHLY CASELOAD INFORMATION		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
<b>A. Cases (citations / informations) pending at start of month</b>		134	1,824	3,172
<b>B. Cases (citations / informations) filed</b>		1	73	78
<b>C. Cases (citations / informations) disposed</b>				
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0
2. court / bench trial - GUILTY		0	0	0
3. court / bench trial - NOT GUILTY		0	0	0
4. plea of GUILTY in court		0	22	6
5. violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)		1	94	45
6. dismissed by court		1	15	9
7. nolle prosequi		1	1	0
8. certified for jury trial (not heard in the Municipal Division)		0	0	0
9. TOTAL CASE DISPOSITIONS		3	132	60
<b>D. Cases (citations / informations) pending at end of month [pending caseload = (A + B) – C9]</b>		132	1,765	3,190
<b>E. Trial de Novo and / or appeal applications filed</b>		0	0	0

III. WARRANT INFORMATION (pre- & post-disposition)		IV. PARKING TICKETS
1. # Issued during reporting period:	34	Does court staff process parking tickets? No
2. # Served/withdrawn during reporting period:	28	1. # Issued during reporting period:
3. # Outstanding at end of reporting period:	195	

V. DISBURSEMENTS	
<b>Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)</b>	
Fines – Excess Revenue	\$6,760.05
Clerk Fee – Excess Revenue	\$1,009.33
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Excess Revenue	\$31.13
Bond forfeitures (paid to city) – Excess Revenue	\$0.00
<b>Total Excess Revenue</b>	<b>\$7,800.51</b>
<b>Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)</b>	
Fines – Other	\$8,105.50
Clerk Fee – Other	\$585.60
Judicial Education Fund (JEF) Court does not retain funds for JEF: No	\$0.00
Peace Officer Standards and Training (POST) Commission surcharge	\$398.76
Crime Victims Compensation (CVC) Fund surcharge – Paid to State	\$947.63
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Other	\$18.06
Law Enforcement Training (LET) Fund surcharge	\$0.00
Domestic Violence Shelter surcharge	\$531.53
Inmate Prisoner Detainee Security Fund surcharge	\$265.83
Sheriffs' Retirement Fund (SRF) surcharge	\$398.72
Restitution	\$336.41
Parking ticket revenue (including penalties)	\$0.00
Bond forfeitures (paid to city) – Other	\$0.00
<b>Total Other Revenue</b>	<b>\$11,588.04</b>
<b>Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs, witness fees, and board bill/jail costs.</b>	
Collection Agency Fee	\$22.30
<b>Total Other Disbursements</b>	<b>\$22.30</b>
<b>Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited</b>	<b>\$19,410.85</b>
Bond Refunds	\$1,836.50
<b>Total Disbursements</b>	<b>\$21,247.35</b>

# September 2018

## Monthly Planner

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# October 2018

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