



105 E. Center Street
Sikeston, MO 63801
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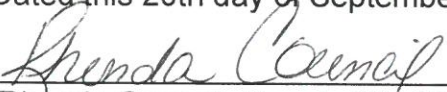
TENTATIVE AGENDA

SPECIAL CITY COUNCIL MEETING SIKESTON CITY HALL

Monday, September 24, 2018
11:30 A.M.

- I. CALL TO ORDER
- II. RECORD OF ATTENDANCE
- III. OPENING PRAYER
- IV. PLEDGE OF ALLEGIANCE
- V. SWEARING IN - BOARD & COMMISSION MEMBERS
- VI. ITEMS OF BUSINESS
 - A. Appointment to BMU Board
 - B. Appointment to Tourism Advisory Board
 - C. Appointment to SEMO University - Sikeston Advisory Council
 - D. Authorization to Execute Memorandum of Understanding with Sikeston Housing Authority
 - E. Approve License Agreement for Brooke Buchanan, Personal Expressions
 - F. Authorization for Repairs at Airport Fuel Facility
 - G. 1st & 2nd Reading, Emergency Bill #6124, Authorizing the Mayor to Execute a Contract with the Missouri Highways & Transportation Commission for Approval of Municipal and Cost Appointment Agreement for the Route 62, 61 and 114 Pavement Improvement Projects
 - H. Authorization to Proceed with the Transportation Alternatives Program
 - I. Other Items As May Be Determined During the Course of the Meeting
- VI. ADJOURNMENT

Dated this 20th day of September 2018.


Rhonda Council, Deputy City Clerk

Council Letter

Council Letter: 18-09-24

Originating Department: Department of Governmental Services

To the Mayor and City Council:

Subject: Appointment to BMU Commission

Action Options:

1. Make appointment to the BMU Commission
2. Other action as Council may deem appropriate

Background:

BMU Commissioner Alan Keenan has served one partial and two consecutive terms on this board. There are no statutory limit terms for BMU Board members.

Requirements for appointment:

1. Must be a resident of Sikeston for 4 years prior to appointment;
2. May hold no other public office or be an employee of the City; and
3. May have no other business relationship with the BMU other than as a consumer.

Political affiliation: Not more than two members of the Commission may be of the same political party.

Current commission members: Tim Merideth – Independent, Bob Smith – Independent, and Brian Menz – Independent.

Resource Bank Applicants:

<u>Name/Address</u>	<u>Political Party Affiliation</u>	<u>Years of Residency</u>
Matthew Drake	Independent	35
Clovis Delwiche	Democrat	35
Ronald M. Payne	Republican	50
Paul Cohen	Republican	52
James Miller	Republican	16
Jim McClure	Independent	25
Missy Marshall	Independent	35
Mike Ziegenhorn	Democrat	62
Willie James Billops-Hill	Independent	2
Larry Hancock	Republican	21

Council Letter

Council Letter: 18-09-24

Originating Department: Department of Governmental Services

To the Mayor and City Council:

Subject: Appointment to Tourism Advisory Board

Attachment:
None

Action Options:

1. Make appointment to the Tourism Advisory Board for a term ending in September 2021
2. Other action as Council may deem appropriate

Background:
Phil Boyer has notified staff that he does not wish to serve on the Tourism Advisory Board. Staff is requesting Council to appoint a new member to this advisory board.

Requirements for appointment:

- A. Members shall be residents of the Sikeston area with a demonstrated interest in tourism.
- B. In the initial appointments one citizen member shall be appointed for a term of one year, two citizen members for a term of two years, and two members for terms of three years. All appointments thereafter made shall be for three year terms commencing on the first Monday of October of each year.
- C. Board Members shall serve without compensation, however, upon the recommendation of the Board the City may reimburse Board Members for travel incidental to Board functions.
- D. Any vacancy in membership shall be filled for the unexpired term by appointment of the City Council.
- E. The City Council may remove any citizen member for cause stated in writing and after public hearing.

Current commission members:
Susanne Chitwood, Sarah Mitchell Garner, Aaron Boldrey, John Leible (Jaycee Rep)

Resource Bank Applicants:

Name	Address
David Turnbow, General Manager Holiday Inn Express Sikeston	Poplar Bluff, MO

Council Letter

Council Letter: 18-09-24

Originating Department: Department of Governmental Services

To the Mayor and City Council:

Subject: Appointment to SEMO University - Sikeston Advisory Council

Action Options:

1. Make appointment to the SEMO University - Sikeston Advisory Council
2. Other action as Council may deem appropriate

Background:

The agreement the City has with SEMO University states that “any individual who has served two consecutive terms will not be eligible for an additional term until individual has been off the Advisory Council for at least one year”. In light of this, Trisha Bill and Jeffrey Hay were not eligible for reappointment (they were reappointed at the last Council meeting).

We have one Resource Bank Application on file for Freida Cardwell. Ms. Cardwell served one term on this advisory council but was not reappointed. She is eligible for reappointment. If appointed, this leaves one position open on this board.

Council Letter

Date of Meeting: 18-09-24

Originating Department: Department of Public Safety

To the Mayor and City Council:

Subject: City of Sikeston & Sikeston Housing Authority MOU

Attachment(s):

1. Memorandum of Understanding

Action Options:

1. Approval of the 5 Year MOU with Sikeston Housing Authority
2. Other action deemed appropriate by City Council

Background:

The City of Sikeston has maintained a contractual agreement with the Sikeston Public Housing Authority (SPHA) in which the City provides additional police services for their properties since June of 2007. In return, the SPHA reimburses the City for all associated costs.

Recently Director Williams met with representatives of the Housing Authority and we discussed the expectations from both parties. The attached Memorandum of Understanding is a product of that meeting. In order to continue receiving reimbursements, it is the recommendation of staff that the contract be renewed.

**CITY OF SKESTON & SKESTON HOUSING AUTHORITY
MEMORANDUM OF UNDERSTANDING
FOR PROVISION OF SUPPLEMENTAL POLICE SERVICES**

This memorandum of understanding, made and entered into this _____ day of _____, 2018 by and between the Housing Authority of the City of Skeston (hereinafter called the "Authority") and the City of Skeston, (hereinafter called the "City") is for the provision of specific police services associated with the Authority's security programs.

WHEREAS, the Authority desires to enter into this memorandum of understanding with the City for additional police services to create a drug-and crime-free environment and to provide for the safety and protection of the residents in its public housing developments; and

WHEREAS, the City, by and through its Department of Public Safety, desires to assist in the effort by providing effective police services at all Authority locations;

NOW, THEREFORE, the Authority and the City agrees as follows:

**ARTICLE I
Scope of Services**

SECTION ONE: SERVICES PROVIDED BY THE CITY

The City agrees that the services rendered by the designated Housing Authority Public Safety Officer are in addition to baseline police services. The City agrees that it will not reduce its current level of police services to the public housing developments, particularly in the areas of community policing, patrol, criminal investigations, records, dispatch, and special operations.

The duties and extent of services of the designated Housing Authority Public Safety Officer shall include, but shall not be limited to:

- A. The City, by and through its Department of Public Safety, will provide a minimum of one (1) Public Safety Officer to perform specialized patrols to enforce all state and local laws, and to assist in the enforcement of Housing Authority Rules. Public Safety Officers shall at all times remain part of, subject to, and in direct relationship with the Department of Public Safety's chain of command, and under the Department's rules, regulations, and standard operating procedures.
- B. The City agrees that the designated Housing Authority Public Safety Officer will assist the Authority, when requested, by appearing as witnesses in the Authority's administrative grievance procedure, civil dispossessory hearings, or other civil or court proceedings where the issue includes criminal conduct in, or near, public housing developments involving any resident, member of the resident's household, or any guest of a resident or household member.

- C. The City agrees that the designated Housing Authority Public Safety Officer will be provided with the necessary basic equipment to reasonably perform the police duties necessary in this position.
- D. The City agrees that the designated Housing Authority Public Safety Officer will work as a Liaison, to work in concert with the Executive Director of the Authority, or his/her designee. In fulfilling this assignment, the officer should:
 - 1. Coordinate the dissemination and processing of public safety reports to the Authority as needed, to include police and fire reports for Authority owned, or controlled, properties; as well as ensuring daily dispatch (CAD) logs are provided to the Executive Director on a routine basis (preferably daily, when able).
 - 2. Establish lines of communication between the Authority and the City, including the Department of Public Safety, including officer making direct contact with Authority Staff a minimum of 2-3 times a week; understanding that exceptions may be necessary due to staffing, vacations, etc.
 - 3. Assist in addressing concerns brought forth by the City, the Authority, or other community members.
 - 4. Assist in providing community training to residents, when requested, or as needed.
- E. The City will at all times provide supervision, control, and direction of work assignments of police personnel, including all disciplinary actions.
- F. The City agrees that any designated Housing Authority Public Safety Officer shall maintain required Peace Officer Standards and Training certification, and any other certification or training deemed necessary by the City.

SECTION TWO: SERVICES PROVIDED BY THE AUTHORITY

- A. The Authority shall reserve the right to reasonably request the Department of Public Safety to replace any designated Housing Authority Public Safety Officer for the following reasons:
1. Neglect or non-performance of duties;
 2. Disorderly conduct, use of abusive or offensive language, or fighting;
 3. Criminal activity;
 4. Selling, consuming, possessing, or being under influence of intoxicants, or illegal substances, while on duty as Housing Authority Public Safety Officer;
 5. Inadequate punctuality or attendance; or
 6. Substantiated complaints, or grievances, from public housing residents or management.

The Authority agrees that written enumeration of the reasons for replacement request shall be provided to the City, which should also include any documentation and witnesses to alleged activity.

- B. The Authority shall provide the City with any applicable Authority rules and regulations necessary for proper function as Housing Authority Public Safety Officer.

ARTICLE II Enforcement of Rules and Regulations

- A. The City, through its Department of Public Safety, is hereby empowered to enforce the following authority rules and regulations, in addition to city, state, and federal law:
1. Unauthorized visitors in unoccupied structures of the Authority shall be removed
 2. Unauthorized visitors creating disturbances or otherwise interfering with the peaceful enjoyment of lessees on Authority property shall be removed.
 3. Unauthorized visitors destroying, defacing, or removing Authority property shall be removed and/or criminal enforcement actions shall be taken.

With regard to the foregoing rules and regulations, the City's public safety officers are hereby authorized to give criminal trespass warnings to any persons found in violation of said rules or regulations. Those served with trespass warnings may be arrested and prosecuted for entry on property or premises after warning has been served.

- B. The City, through its Department of Public Safety, is hereby empowered to enforce the following Authority rule or regulation:

The tenant and any visitors to Authority property and premises shall refrain from, and shall cause their households to refrain from parking vehicles in any area other than Authority designated parking areas.

Vehicles found in violation of the foregoing rule are subject to be removed by public safety officers, pursuant to established City procedure for impounding vehicles.

- C. The City, through its public safety officers, is hereby empowered to enforce such additional Authority rules and regulations, and perform such other duties as shall be specified in any addenda attached hereto, or incorporated herein now or in the future.
- D. Nothing herein contained shall be construed as permitting or authorizing public safety officers to use any method, or to act in any manner, in violation of law or of their sworn obligation as public safety officers.

ARTICLE III

Communications, Reporting, and Evaluation

- A. The City agrees that the Authority will have unrestricted access to all public information which in any way deals with criminal activity in any of the Authority's communities. It is further agreed that the Department of Public Safety will provide the Authority with copies of incident reports, arrest reports, or other public documents, which substantiate actual or potential criminal activity in, or connected with, the public housing developments, as allowed by Federal, State, and/or local laws or regulations. These documents shall be provided to the Authority on a regular basis, preferably within 15 business days of such activity, so long as providing the report will not negatively impact the scope of the investigation, or reduce the effectiveness of any law enforcement operation(s). It is understood that reports may need to have information redacted for the privacy of parties involved.
- B. The City agrees that the designated Public Safety Housing Authority Officer shall notify the Authority of any trespass warnings issued to individuals, as well as any vehicles towed from Authority property.
- C. The City's Department of Public Safety agrees to make an attempt to relay to the Executive Director, or his/her designee, any information related to any major crime or incident that occurs on Authority property, preferably prior to media notification, or as soon as feasibly possible.

ARTICLE IV
Compensation to the City

- A. All compensation to the City will be made on a reimbursement basis.
- B. The City will provide the Authority with a monthly itemized bill for reimbursement of expenses.
- C. The Authority shall reimburse the City on a monthly basis, pursuant to the itemized statement.
- D. The requested amount for reimbursement shall include the designated Public Safety Officer's salary and fringe benefits, to include, but not limited to: Salary, overtime, leave time, FICA, Medicare, employer's portion of health insurance, life insurance, workers compensation insurance, retirement, and annual uniform allowance.
- E. All requests for reimbursement are subject to the approval of the Executive Director, or his/her designee, and the Authority shall thereafter make payment of the approved amount within thirty (30) days of receipt of the request for reimbursement.

ARTICLE V
Term of Memorandum of Understanding

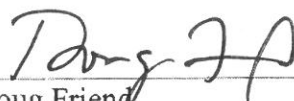
The term of this memorandum of understanding shall be for five (5) years beginning on the date approved by both parties.

ARTICLE VI
Termination of Memorandum of Understanding

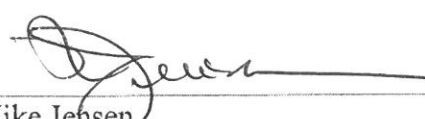
Either party may terminate this memorandum of understanding upon the provision of thirty (30) days written notice, delivered via Certified Mail.

Agreement to this Memorandum of Understanding

ATTEST:



Doug Friend
Executive Director
Housing Authority of the City of Sikeston



Mike Jensen
Board Chairman
Housing Authority of the City of Sikeston

ATTEST:

Carroll Couch
City Clerk
City of Sikeston

Steven H. Burch
Mayor
City of Sikeston

Council Letter

Date of Meeting: 18-09-24

Originating Department: Public Works Department

To the Mayor and City Council:

Subject: Approve License Agreement with Brooke Buchanan, Personal Expressions, regarding the use of alley.

Attachment(s):

1. Draft License (To Be Distributed At Meeting)

Action Options:

1. Authorize License with Brooke Buchanan
2. Other action Council may deem appropriate

Background:

Brooke Buchanan owns Personal Expressions on Front Street Downtown. She has also recently rented Mr. Alan Keenan's building (old Otasco bldg.) directly north of her across from the alley. She is moving retail space into the north building, and has requested to be able to allow patrons to pass between the buildings in the alley space. In addition, for their safety, she would like to fence in the space between the two stores. She hopes to begin making this transition in mid-October.

Staff met with Mrs. Buchanan, along with staff from BMU. Both DPW and BMU staff are agreeable with the proposal given the following conditions are met:

- West bound traffic on the east side of the alley can exit through the North parking lot.
- Any fencing must have a minimum 10'-6" wide gate or removable panel.
- The alley can be reopened at a later time should the City determine it needed.

The City Attorney has drafted a license to be executed between the City and Mrs. Buchanan.

Authorization of this license will grant her the ability to utilize the alley as proposed.

Council Letter

Date of Meeting 18-09-24

Originating Department: Public Works

To the Mayor and City Council:

Subject: Authorize Repairs for Airport Fuel System

Attachments:

1. Email from Eastern Aviation (9/11/18)
2. Inspection Checklist
3. Estimate from Rebel Services

Action Options:

1. Authorize Repairs Utilizing Funds from Reserves;
2. Authorize Repairs Utilizing Payback to Eastern Aviation over 3 Year Contract;
3. Authorize Repairs Utilizing Payback to Eastern Aviation over 5 Year Contract;
2. Other action the City Council deems appropriate.

Background:

Upon Eastern Aviation beginning to supply fuel to the Sikeston Airport, their staff conducted a Quality Control Inspection of our fuel system, and found numerous issues (See Attached Inspection Checklist). Several of the identified deficiencies are in violation of minimum federal standards and require repairs immediately.

Following the inspection, we sought bids from three vendors to make the necessary repairs. We only received a bid from one reputable bidder, Rebel Services of Ripley, MS. The required items total \$10,616.44 in repairs. Because these repairs were unknown during budget prep, they are not included in the current budget.

As far as making the repairs, it appears to be a necessity. Why these issues were not discovered by the World Fuel (Phillips 66) former supplier is unknown.

Regarding payment for these repairs, three options have been presented:

- A) We pay for the repairs outright from reserves, and make adjustments through the year to accommodate the unbudgeted expense.
- B) We pay for 50% of the repairs out right, and Eastern Aviation will pay the other half. We will then repay them over our 3 year contract.
- C) Eastern Aviation pays for 100% of the repairs, if we agree to a two year contract extension (moving from 3 to 5 years), and they bill us the full amount over the 5 year period.

Staff is recommending option A, and paying for the repairs without assistance from Eastern.

Jay Lancaster

From: Steve Johnson <SJohnson@easternaviationfuels.com>
Sent: Tuesday, September 11, 2018 10:36 AM
To: Jay Lancaster; Karen Bailey; Amanda Groves
Subject: Shell Aviation
Attachments: Sikeston, MO Audit.pdf; Sikeston, MO Invoice.pdf

Hello Jay, Karen and Amanda<

Here is the Quality Control Audit that was performed by Mike Mattern, the Quality Control Director for Eastern Aviation Fuels/Shell Aviation, on Wednesday, July 25, 2018 at the Sikeston Memorial Airport. Along with this audit, I have attached the estimated invoice from Rebel Services, concerning the discrepancies for the Aviation Industry Quality Control Minimum Standardsthe estimate that appears on the invoice coincides with the order of the audit. Also, I have highlighted all of the Agencies and codes that the discrepancies fall under for the Aviation Industry Quality Control Minimum Standard Requirements.

This is the information Jay, that you have requested, concerning the Commission Meeting on Monday, September 24, 2018. If you have any questions concerning this audit and invoice, please let me know. I am planning on attending this Commission Meeting, to be available to answer and question that may arise.....I look forward to seeing you then.

Jay, you did ask for me to put down any options, concerning the cost of the repairs on the estimated invoice, which is listed as costing \$10,616.44. Eastern Aviation Fuels can pay for this cost up front, and then amortize this cost to the City of Sikeston, over the term of the 3-year contract through a flowage fee, which will be based on the historical fuel usage at the Sikeston Memorial Airport. Also, the longer the length of the contract period we have with a customer, the more incentives we can offer. If the City of Sikeston would consider extending the 3-year contract to a 5-year contract, Eastern Aviation Fuels/Shell Aviation will be willing to pay for one half of the cost of the estimated invoice for the repairs done to meet quality control minimum standards at the Sikeston Memorial Airport. The remaining cost could be amortized of the length of the 5-year contract.

I hope the information in this email, along with the attachments for the Quality Control Audit and Estimated Invoice, will satisfy your request Jay.....again, if you need any additional information, please let me know.

Steve Johnson
Eastern Aviation Fuels/Shell Aviation
615-477-7266 (cell)
sjohnson@easternaviationfuels.com (email)

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Eastern Aviation Fuels, Inc.

HSSE Compliance Report

Account:	Sikeston Memorial Airport	Owner/GM:	
IATA/Airport:	SIK – Sikeston Memorial	Supervisor:	Bill Paxton
Address:	160 Airport Drive	Line Supervisor	
City, St Zip	Sikeston MO 63801	Lead Lineman:	
Email:	bpaxton@sikeston.org	Line Personnel:	
QC Inspector:	Michael Mattern	Office Phone:	573-471-2037
Inspector Cell/Fax:	865-806-5640 /877-757-4679	Cells:	573-620-0665 (Bill Paxton)
Email:	mmattern@easternaviationfuel.com		
Next Inspection Date:	September 2018 (as a branded FBO) 2018 Sept is followup to PB & Filter chgout	Fax:	
Rating:	Pre-Brand	Other:	
Comments:			
Lat/Long of ACCT		EAF Filter Chg?	YES

Michael Mattern, July 25, 2018

Director of Quality Control

	EQUIPMENT 1	EQUIPMENT 2	EQUIPMENT 3	EQUIPMENT 4
Product	JetA	Avgas	Avgas	JetA
Location	AST (vertical)	AST (vertical)	Self-Serve	Truck
Model	FCS-264-2N11	VF-21	VF-21	Eastern truck was not on site during this prebrand. For followup during September need to gather all data from truck and verify that elements were newly installed prior to arrival at this location. Current truck(phillips) is being picked up.
SN	34452	ACO-60901R	ACO-60901R	
Element	CC-N-11			
Separator	CS-6-4 C			
Gasket				
UL Hose	2Q-10 -2.5"	2Q-10		
SP Hose				
OW Hose			4Q-97(yr dated)	
OWHose2				
Hose Other				
Filter Date	10-17	10-17	10-17	
Vehicle Vin/ UST PERMIT				
Sim-Report	79-043			

Jeta tank elements needed to convert to Velcon per sim-report are: (2) I-614MMTB & (1) SO-616VA5

	Equipment 5	Equipment 6	Equipment 7
Product			
Location			
Model			
SN			
Element			
Separator			
Gasket			
UL Hose			
SP Hose			
OW Hose			
OWHose2			
Hose Other			
Filter Date			
Vehicle Vin/ UST PERMIT			
Sim-Report			
	Equipment 8	Equipment 9	Equipment 10
Product			
Location			
Model			
SN			
Element			
Separator			
Gasket			
UL Hose			
SP Hose			
OW Hose			
OWHose2			
Hose Other			
Filter Date			
Vehicle Vin/ UST PERMIT			
Sim-Report			

JetA / Avgas Farms	*Priority Number	Finding / Observation / Alert	Action Taken	Date Completed & Signature of Account
		JetA Tank		
1	2	<p>No deadman for uploading on this system. Per current NFPA 407 2017:</p> <p>3.3.13 Deadman Control. A device that requires a positive continuing action of a person to allow the flow of fuel.</p> <p>4.1.3.1 Any valve that controls the flow of fuel into or from an aircraft fuel servicing vehicle or cart, or into or from an aircraft shall have a deadman control(s).</p> <p>4.2.6.1 Fuel flow shall be controlled by use of a deadman control device.</p> <p>4.2.6.2 The use of any means that defeats the deadman control shall be prohibited.</p> <p>5.1.7.1.1 The valve that controls the flow of fuel to an aircraft or fueling vehicle shall have a deadman control.</p> <p>5.1.7.1.2 The fuel flow control means shall be one of the following:</p> <ol style="list-style-type: none"> (1) The hydrant pit valve (2) At the feed-side of the fueling hose (3) A separate valve on the fuel piping system (4) On the hose nozzle for overwing servicing (5) An electronic control to stop the pump <p>5.1.7.1.3 Deadman controls shall be designed to preclude defeating their intended purpose.</p> <p>Please refer to the NFPA 407 for any further clarification and or requirements.</p>		
2	1	The upload hose has a dogged ear quick disconnect at single point nozzle and MUST be removed. NFPA 407 states: 4.1.4.3.6* Lengths of hose shall not be spliced together.		
3	2	All handles and valves need to be properly color coded for product identification. JetA should be black. Reference page 11		
4	2	Jet A Tanks need to have the NFPA 704 decal installed. NFPA requirement to include current HAZCOM regulations. Need to procure and install.		
5	3	All sumps need to have decals installed and gallons required to achieve true bottom sump samples/sump (both for tank sump and filter sump).		
6	1	All filters indicate as being due for the removal and replacement during October 2018 however this account is wanting Eastern to remove and replace their elements during each annual QC inspection (September each year), labor charge \$200 per multi element vessel and \$100 per small single element vessel plus element costs.		
7	Note	This tank requires a truck pump off		
8	1/Note	<p>System is designed that fuel does not pass thru filtration during offload, vessel is limited to 100 gpm (3rd Edition), less with 6 Edition elements. Sim-Report (79-043) flow rate is 55 gpm.</p> <p>System should be limited to max flow rate of 55 GPM during offload and upload to ensure proper filtration of product is met.</p>		
9	3	Need to remove the non-aviation grade sump hose and replace with aviation approve hose. Hoses must comply with EI1529 (grade 2) or ISO 1825/EN1361 Type C (semi-conductive). References: EI 1529, NFPA 407, ATA 103, Shell Aviation MOSA-US		

10	1	<p>Filter vessel is NOT equipped with the required air eliminator. Per current NFPA 407:</p> <p>4.1.8.1 Filter vessels used in aviation fuel service shall have a functional automatic air vent (AAV) or automatic air eliminator (AAE).</p> <p>4.1.8.2 The AAV or AAE shall discharge to a closed system.</p>		
11	1	<p>Filter vessel is NOT equipped with the required pressure relief valve.</p> <p>5.1.3.12 Pressure relief valves shall be provided in lines that can be isolated.</p>		
12	1	Currently utilizing a ¼" rubber tubing line ran to the top of tank as a air eliminator / pressure relief, this must be removed and properly piped.		
13	Note	This system is equipped with a crown WDS.		
14	1	DP gauge is piped with (heavy duty SIR brake tubing), needs replaced with proper tubing of either stainless steel or aluminum.		
15	1	Current Offloading coupling is 2", this coupling should be a 4" coupling, need to remove and replace.		
16	2	System is not equipped with a line strainer on inbound side.		
17	2	System is not equipped with strainer on outbound side.		
18	1	<p>This system is equipped with a carter nozzle. ALL bulletins were provided this inspection.</p> <p>No monthly checks being performed.</p>		
		Avgas Tank		
1	Note	Truck pump off required for this tank		
2	1/Note	No inbound filtration for this tank		
3	2/Note	No inbound line stainer / No outbound line strainer installed on this system.		
4	1	<p>Black iron piping throughout this system. Per current NFPA 407:</p> <p>5.1.3.4 Piping, valves, and fittings shall be of steel or stainless steel, suitable for aviation fuel service and designed for the working pressure and mechanically and thermally produced structural stresses to which they could be subjected and shall comply with ASME B31.3.</p> <p>5.1.3.5 Cast-iron, copper, copper alloy, and galvanized steel piping, valves, and fittings shall not be permitted.</p> <p>5.1.3.6 Ductile iron valves shall be permitted.</p> <p>5.1.3.7 Aluminum piping, valves, and fittings shall be used only where specifically approved by the authority having jurisdiction.</p>		
5	1/Note	This system is equipped with a meter/filter/overwing hose located at the load rack but not in service. It is recommended that hose be removed and capped off at the meter. If placed in service all black iron piping should be removed and replaced with stainless steel.		

6	2	No type of filter conversion decal is installed, need to ensure that conversion decal is installed on filter vessel to support element types.		
7	1	Currently offload coupling on this system is a 2", need to remove and replace this coupling with the required 3" coupling. Need to procure and install.		
8	1	Need to remove and replace the non-aviation grade sump hose with either an aviation approved hose or stainless steel piping.		
9	1	Tank is not properly marked, need to procure and install a tank marking kit to ensure compliance with EI 1529, NFPA 407 and all other pertinent regulations. Reference page 11 as needed		
10	2	Jet A Tanks need to have the NFPA 704 decal installed. NFPA requirement to include current HAZCOM regulations. Need to procure and install.		
		Avgas Self-Serve		
1	1	The hose on this system has reached its 10 year manufacturer warranty life and needs to be removed and replaced. Current hose date is 4Q-1997. A.4.2.9 Failure of an aircraft fueling hose in service is a potential source of fuel spillage and a potential fire hazard. The principal reasons for failure of aircraft fueling hoses include the following: (1) Using damaged hoses (2) Using aged hoses (3) Exceeding hose pressure limits (4) Installing hoses improperly		
2	2	Need to procure and install sump volume decals which includes proper amounts for true bottom samples to be achieved.		
3	1	Current filter on this system Facet – 2 series.		
4	1/Note	Bonding cables is coated with a color coating. As per current IFC codes chapter 20 bonding cable are to either not be coated or have a clear coating, no colors allowed. IFC 2006.3.7.2 Bonding cable protection. The bonding cable shall be bare or have a transparent protective sleeve and be stored on a reel or in a compartment provided for no other purpose.		
5	2	The emergency fuel shutoff signage needs to be raised to the proper height as per current NFPA 407 regulations. Signage must be 7". Signage MUST read "Emergency Fuel Shutoff". NFPA 407 4.1.11.1 Each emergency fuel shutoff station location shall be placarded EMERGENCY FUEL SHUTOFF in letters at least 50 mm (2 in.) high.		

6	1	<p>No fire extinguisher located at the emergency fuel shutoff on this system, need to procure and install. Current NFPA 407 states:</p> <p>4.1.10.3* ABC multipurpose dry chemical fire extinguishers (ammonium phosphate) shall not be placed on aircraft fueling vehicles, airport fuel servicing ramps or aprons, or at airport fuel facilities that are located within 150 m (500 ft) of aircraft operating areas.</p> <p>8.1.10.1 Each facility shall have a minimum of one fire extinguisher with a rating of at least 80-B:C located at the dispenser.</p> <p>8.1.10.2 At least one fire extinguisher with a rating of at least 80-B:C shall be provided at each emergency fuel shutoff control.</p>		
7	Note	<p>Approximately 200f + feet of underground piping on this system, may require annual pressure testing. Refer to your current Spill Prevention Control Countermeasure (SPCC) plan.</p>		

Trucks	*Priority Number	Finding / Observation / Alert	Action Taken	Date Completed & Signature of Account
		EASTERN TRUCK TO BE BROUGHT ON SITE HOWEVER HAD NOT YET ARRIVED DURING THIS PREBRAND INSPECTION. All required data will be obtained during the September (normal annual QC month) 2018 follow-up inspection and filter change out.		

Over all	*Priority Number	Finding / Observation / Alert	Action Taken	Date Completed & Signature of Account
1	1	<p>All JetA and Avgas quality assurance, airport facility and aircraft refueling equipment maintenance and training records are to be available for inspection and review during normal business hours. All records must be signed, or be adequately identified, by the person performing tasks or the person accepting responsibility that tasks were performed in accordance to this standard. Proper Record Keeping is a Requirements.</p> <p>As a branded Shell Aviation FBO the Line Service Manager / Supervisor shall ensure that the procedures specified in this manual are understood and carried out correctly, and that the appropriate records are prepared and maintained. The maintenance of clear, accurate and up-to-date records of the handling of aviation fuels is essential. They provide detailed documentary evidence of conformance with the requirements of product quality assurance and operating procedures. This is of particular importance in the event of the retrospective investigation of incidents.</p> <p>The discipline of completing records provides a systematic process for ensuring that:</p> <ul style="list-style-type: none"> • Product security is controlled through monitoring of gains and losses. • There is complete product batch traceability throughout the supply chain. • All prescribed product quality checks are carried out. • All specified operational and maintenance tasks are carried out. • The performance and condition of equipment and facilities is monitored. <p>The Shell Aviation FBO Manager/Line Service Supervisor should examine all records regularly and note the results obtained. Any change from the normal should be investigated without delay, as this may be the first indication of a quality control or maintenance problem.</p> <p>New Forms link: Current Forms: https://spaces.hightail.com/space/QbA14ZRvZ2 Additional downloads can be found here to include instructional Video (s) : http://www.easternaviationfuels.com/training/ guidance of how to download from the EAF page:http://prntscr.com/jcedbk</p>	<p>QCTools disk provided along with all of the Shell Aviation ACE-GA training package</p> <p>This account is currently only performing daily checks</p>	

2	1	<p>The handling of petroleum products coupled with the fueling of aircraft is an occupation requiring a high standard of job knowledge and operating skills. Safety aspects must always be regarded as of paramount importance and the need for constant awareness by all personnel of this fact cannot be overemphasized.</p> <p>“On the Job Training” in itself, is considered insufficient and it is necessary that a properly coordinated programme of formal training is given to all concerned. It is highly recommended that the senior member of the staff responsible for the day-to-day operations of fueling vehicles, fuel farm and fueling of aircraft attend one of the upcoming 2017 Eastern Aviation Fuels 3day regional seminars.</p> <p>Strongly recommend the attendance to one of our upcoming 3 day regional seminars.</p>	Flyer provided of 2018-2019 locations & dates along with topics covered.	
3	1	<p>Proper PPE (Personal Protective Equipment) MUST be worn. The hazards from handling aviation fuels are serious but can be mitigated by understanding the risks and acting appropriately. Prior to handling any aviation fuels, and individual should receive proper training as required by OSHA. This training will include reviewing the MSDS for all fuels used at your facility. The best method for avoiding negative health impacts from the handling of aviation fuels is through the consistent use of appropriate personal protective equipment (PPE). The following PPE should be worn during all fuel handling and quality control activities:</p> <ol style="list-style-type: none"> 1. Fuel-resistant gloves 2. Approved protective eyewear <p>During certain specialized operations, such as transferring large quantities of FSII from one container to another, additional PPE may be required, including</p> <ol style="list-style-type: none"> 1. Full face shield 2. Chemical – resistant apron 3. Elbow-length chemical-resistant gloves <p>Remember, it’s your health at stake, ALWAYS WEAR APPROPRIATE PPE!</p>		
4	1/Note	<p>Shell Aviation and the industry standards are that if product is in tank for a period greater than 6 months with no replenishment then product needs to be re-certified back to the ASTM standards.</p> <p>By not meeting this standard you are hereby accepting complete responsibility for the non-compliance. Strict adherence to product integrity procedures to keep fuel dry, clean and within specifications must be maintained.</p>		
5	2/Note	<p>In unsecured areas, all tank openings, valves, sump drains, fill caps, monitoring ports, loading/unloading hoses, master electrical switches and other accessible fittings must be kept closed and locked at all times when not in use.</p>		
6	1	<p>Need to make sure that all of the required Quality Control equipment is on site and utilized. Equipment at a minimum should be: stainless steel bucket and porcelain bucket, API Gravity testing kit (Jet A and Avgas hydrometers) and Shell Water Detection kit. To include approved sample containers for both JetA and Avgas product.</p>		

7	1	<p>Aircraft fueling facilities shall have clearly readable signage. Signs will weather over time and should be replaced before they become unreadable. The following signs must be posted and or needed to provide crucial information: - Access Security. - Hazard Identification - Traffic Control / Flow. - Fire-Protection devices / alarms - Emergency Fuel Shutoff to include arrow. - Product Identification (Components for each product should be clearly identified, including the tank fill fitting in the unloading area, storage tanks, filter vessels and monitors, cabinets and dispensers on the fuel ramp, and dispensing nozzles.</p> <p>- Loading and Unloading Procedures. - Safety and accident / incident reporting procedures.</p> <p>Emergency contact information needs to be installed on the emergency contact signage when received prior to installation.</p>		
8	1	<p>Need to properly Mark the emergency shutoff at the farm storage area and self service area.</p> <p>8.1.11.1 Emergency instructions shall be conspicuously posted in the dispensing area and at the emergency fuel shutoff control.</p> <p>8.1.11.2 Emergency instructions shall incorporate the following or equivalent wording: EMERGENCY INSTRUCTIONS IN CASE OF FIRE OR SPILL (1) Use emergency fuel shutoff. (2) Report accident by calling (specify local fire emergency reporting number) on phone. (3) Report address of site (list address of site here).</p> <p>8.1.11.3 Operating Instructions. Operating instructions shall be posted.</p> <p>8.1.11.4 The operating instructions shall include the following: (1) Proper operation and use of all equipment (2) Correct bonding procedures (3) Procedures to be employed to dispense fuel safely (4) Location and use of the emergency fuel shutoff controls (5) Procedures to be used in the event of an emergency</p>		
9	Note	Approved sample cans should be available in order to draw a sample following an aircraft incident/accident. Recommend at least two sample kits per product.		
10	Note	Security, tanks shall be secured to prevent the access of unauthorized people to prevent the theft of fuel and equipment, contamination of fuel and the use of equipment for illegal activities. Security measures to be considered include the use of perimeter fencing around farm, alarm systems and the locking of all valves, etc.		
11	1	Need to ensure that conversion decals are installed on each and every filter vessel as applicable along with dp curve decals. Sump quantity decals need installed at each sumping point with required volume for true bottom samples to be achieved.		
12	Note	Need to ensure that for any and all filtration you MUST not intermix Velcon and Facet filtration within vessel..		

13	1	Need to procure and place at each fueling dispenser as well as placement into fueling truck once received, emergency response kits.		
14	Note	Due to the height of these vertical tanks and not type of access it was impossible to verify vent types or the condition of fire vents (if installed). No annual inspections have been performed on these tanks.		
15	1	Corresponding similarity reports need to be in place to support each filter vessel model as applicable.		
	1/Note	<p>Currently installed on some of the equipment at this facility are monitor type elements. On the 3rd of November 2017, the Energy institute issued EI 1583 7th Edition, which supersedes all earlier EI 1583 editions. The only change in the EI 1583 7th Edition is the inclusion of a requirement that SAP is not detectable in fuel downstream of filter monitor elements under test during Qualification test 1 and 10. EI WILL NOT be maintaining or updating the EI 1583 beyond its current 7th edition and will withdraw the specification by no later than 31 December 2020.</p> <p>ALL filter monitors operation DP is limited to 15 dpi max. Inspection and cleaning of hose-end strainer and ensure that monthly hose end strainers inspection procedures are followed and documented.</p> <p><i>Once an acceptable replacement element is developed and testing completed an action alert/bulletin will be issued for further requirements to be met.</i></p>	See page 1/2 of this report for all monitors currently installed.	
**** ***	→	<p>Need to complete and fax to the Quality Control division:</p> <ul style="list-style-type: none"> • This audit must be returned to Eastern Aviation Fuels Quality Control division (fax number on page one) with all priority 1, 2 & 3 items addressed/annotated of action taken, date of completion & signed. • The Confirmation of Receipt letter found on page two of the provided pre-brand / welcome packet must be faxed back to Eastern Aviation Fuels, Quality Control division completed and signed. • The provided Misfueling Prevention Checklist must be faxed back to Eastern Aviation Fuels, Quality Control division completed & signed. • The provided HSSE Checklist must be faxed back to Eastern Aviation Fuels, Quality Control division completed & signed. <p>If applicable any and all prior oil company markings are to be covered and or removed prior to moving forward in the branding process.</p>		
Record Keeping:		Prebrand 7-25-18	Training Records Kept:	Prebrand 7-25-18
MisFueling Video:		Provided	UST Permit if applicable:	NA

2.9 GRADE IDENTIFICATION MARKINGS FOR REFUELLING EQUIPMENT

Airports may have similar looking fuelling vehicles or kerbside fuelling equipment supplying jet fuel or avgas. While fuel grade confirmation procedures ensure identification of the correct fuel grade, it is still possible to incorrectly identify the equipment and hence deliver the wrong fuel grade into aircraft.

The use of large and clearly visible colour-coded grade identification markings (see EI Standard 1542 *Identification markings for dedicated aviation fuel manufacturing and distribution facilities, airport storage and mobile fuelling equipment*) on all fuelling storage and handling equipment shall be applied to assist in grade recognition.

As a minimum the requirements of 2.9.1 to 2.9.3 shall be adhered to.

2.9.1 Aviation fuel dispensing vehicles

The identifying fuel grade identification marking labels (see EI 1542) shall be applied to the front, back, sides, of the vehicle and prominently displayed inside the driving compartment. In addition the **fuel grade identification markings** should be visible from each fuelling hose reel and fueller bottom loading adapter.

2.9.2 Stationary/fuelling trailer or kerbside fuelling cabinets

Fuelling cabinets, which cover piping, filters, pumps, valves and hose reels, shall bear fuel grade identification labels (see EI 1542). Labels for the specific fuel grade shall be installed on all sides, tops, and inside main access doors to stationary fuelling equipment.

2.9.3 Dispensing nozzles

The overwing nozzle handle or body shall be colour-coded by locally applied paint or coating or parts supplied by a manufacturer; black for jet fuel or red for avgas. Components of the nozzle, such as the spout, which come in contact with fuel or aircraft connectors, shall not be painted.

The use of small grade decals and coloured grade decal sleeves on overwing delivery hoses and coloured grade decal tags on overwing nozzle bonding cables can be an additional safeguard (see Figure 5).

EI 1597 - 2.9 thru 2.9.3

<p>Industry standards are that if product is in tank for a period greater than 6 months with no replenishment then product needs to be re-certified back to the ASTM standards. By not meeting this standard you are hereby accepting complete responsibility for the non-compliance. Strict adherence to product integrity procedures to keep fuel dry, clean and within specifications must be maintained.</p>	
<p>Receipt of Fuel form is to be completed for each and every load of product received and should have all of the required Quality Control checks performed and documented. FBO controls should be in place to prevent the wrong grade of fuel being delivered into storage being delivered.</p>	
<p><i>Tier II reporting contact, Lynn Weyerhauser at 1-800-334-5732 for instruction and or assistance. MARCH 1ST YEARLY DEADLINE</i></p>	
<p>Tank needs to be properly decaled for confined space.</p> <p>WARNING – The interior of a fuel storage tank is a confined space. Entry exposes personnel to significant safety hazards.</p> <p>Fuel and Vapor in tanks present dangers of explosion or suffocation.</p> <p>DO NOT enter a tank without knowing and using OSHA Permit-Required Confined Space Entry safety procedures.</p> <p>Need to ensure that Confined Space Decals are installed on entry ways to each tank.</p>	
<p>Need to ensure that you have a valid up-to-date SPCC plan. For more information on this final rule please visit www.epa.gov/oilspill where you can find the entire Federal Register announcement as well as a very helpful fact sheet describing the new requirements for tanks and mobile refuelers. Plans based on the old rules in order for the extension date to be applicable. If you don't have a SPCC Plan, the extension date really doesn't apply and you should prepare a SPCC Plan as soon as possible.</p> <p>Point of Contact for assistance and or writing your SPCC Plan is George S. Gamble, PE, 770-852-7477 or e-mail gsgamble@Comcast.net</p>	
<p>No TASK IS IMPORTANT ENOUGH TO COMPROMISE SAFETY</p> <p>Safety is very important when fuel or other fluid checks are being performed. Personal protective equipment such as gloves, impervious to fuel and lubricants, and safety glasses & hearing protection should be worn when samples of fuel are being drawn or dispensed. Any fuel samples drawn from delivery transport tankers, aircraft fueling vehicles, storage tanks, filter vessels, reclaim tanks and nozzles or hoses should be drawn into a bucket with grounding cables attached.</p>	
<p>All Vessels and tanks should be sumped at a minimum once a daily prior to the first fueling. Sumping is your way to remove any water and or contaminants from low points in your filter vessel and fuel tank. Once this is accomplished then it should be documented on your daily records.</p> <p>Need to properly mark amount to sump at each sumping point of both Avgas and JetA system</p>	
<p>Fuel servicing operations shall be suspended where lightning flashes are in the immediate vicinity of the airport. A written procedure shall be established to set the criteria for where fueling operations are to be suspended as approved by the fueling agent and the airport authority.</p>	
<p>All Aircraft fuel servicing shall be performed outdoors. Aircraft fuel servicing incidental to aircraft fuel system maintenance operations shall comply with the requirements of the NFPA410. Aircraft being fueled shall be positioned so that the aircraft fuel system vents or fuel tank openings are not closer than 25' to any terminal building, hangar, service building, or enclosed passenger concourse other than a loading walkway.</p>	

1/Note	<p>Are you in compliance with the current Hazmat Communication (OSHA 3084) standards? Under the provisions of the Hazard Communication Standard, employers are responsible for informing employees of the hazards and the identities of workplace chemicals to which they are exposed. Because of the seriousness of these safety and health problems, and because many employers and employees know little or nothing about them, the Occupational Safety and Health Administration (OSHA) issued the Hazard Communication Standard. The basic goal of the standard is to be sure employers and employees know about work hazards and how to protect themselves; this should help to reduce the incidence of chemical source illness and injuries. Employers are to</p> <ul style="list-style-type: none"> • Identify and list hazardous chemicals in their workplaces. • Obtain SDSs and labels for each hazardous chemical, if not provided by the manufacturer, importer, or distributor. • Develop and implement a written hazard communication program, including labels, SDSs, and employee training, on the list of chemicals, SDSs and label information. <p>For more information please visit: https://www.osha.gov/dsg/hazcom/MTP101703.html</p> <ul style="list-style-type: none"> • Communicate hazard information to their employees through labels, SDSs, and formal training programs. 	<p>EAFQC provided copies of current SDS's for 1203 and 1863 products.</p>
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Note	<p>FAA A/C 5230- 4B, Chapter 1. Standards and Resources for Procedures on Fuel Storage, Handling, and Dispensing 1. Introduction. Many standards and resources exist throughout the fueling industry to provide guidance on the proper and safe method for handling aviation fuels. 2. Standards. The FAA uses the standards contained in the most recent edition of National Fire Prevention Association (NFPA) 407, Standard for Aircraft Fuel Servicing. NFPA 407 provides a standard for the storage and delivery of aviation fuel in an airport environment. 3. Copies of Standards. You can order NFPA 407 from: National Fire Protection Association 1 Batterymarch Park PO Box 9101 Quincy MA 02269-9101 1-800-344-3555 , http://www.nfpa.org NFPA 407 may also be viewed online from the NFPA website as a read-only document at: http://www.nfpa.org/aboutthecodes/AboutTheCodes.asp?DocNum=407.</p>	
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Note	<p>From manufacturing through to the delivery of fuel, the practice of refueling aircraft is the last link in the overall aviation operation and quality control chain. “Aviation in itself is not inherently dangerous. But to even a greater degree than the sea, it is terribly unforgiving of any carelessness, incapacity or neglect”.</p> <p>The airport is the last stage in the quality chain between manufacture of fuel and delivery into aircraft. Aviation fuel can be contaminated by other products, solids, water, surfactants, and microbes. Quality control checks are therefore carried out in the field to ensure that fuel delivered to the aircraft is the correct grade and free of contaminations.</p> <p>Within Shell Aviation we are committed to GOAL ZERO i.e., No Harm to People and No Significant Incidents. To achieve this goal we comply with Shell Aviation HSSE and Operating Standards, ensure staff are trained and competent, strive for zero injuries, spills & accidents and report any incidents, near misses and hazards followed by corrective actions.</p> <p>To ensure safety of your staff it is important that they are provided with proper Personal Protective Equipment (PPE) and that they are effectively used. PPE for aircraft refueling includes Uniforms, Safety Footwear, Gloves, Ear Protectors, Eye Protectors, Head Protection and High Visibility Clothing.</p>	
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Note	<p>6.2.1.1 Parking of Aircraft Fuel Servicing Tank Vehicles. Parking areas for unattended aircraft fuel servicing tank vehicles shall be arranged to provide the following:</p> <p>(1) Dispersal of the vehicles in the event of an emergency</p> <p>(2) A minimum of 3 m (10 ft) of clear space between parked vehicles for accessibility for fire control purposes</p> <p>(3) Prevention of any leakage from draining to an adjacent building or storm drain that is not suitably designed to handle fuel</p> <p>(4) A minimum of 15 m (50 ft) from any parked aircraft and buildings other than maintenance facilities and garages for fuel servicing tank vehicles</p>	
Note	The maintenance of fuel quality requires vigilance at every stage of handling. All components of any type fueling facility and equipment shall be identified and keyed to the marking and color-code system.	
	<p>Need to ensure that overall housekeeping is maintain around the farm storage area. Storage facilities and the surrounding area shall be free of scrap equipment, debris and vegetation.</p> <p>As well as being unsightly, such conditions present a safety hazard. A program for the ongoing upkeep of all facilities shall be in place, with arrangements made for regular maintenance, painting and gardening to ensure that facilities are always well presented.</p>	
	The Fuelling Service Manager shall ensure that the fixed and mobile facilities used for storing and handling all fuels, are adequate and properly maintained, and that safety regulations and quality assurance requirements are not infringed during maintenance work or alterations	

NOTE	<p>Aircraft fueling facilities shall have clearly readable signage. Signs will weather over time and should be replaced before they become unreadable.</p> <p>The following signs must be posted and or needed to provide crucial information:</p> <ul style="list-style-type: none"> - Access Security - Hazard Identification - Traffic Control / Flow - Fire-Protection devices / alarms - Emergency Fuel Shutoff to include arrow - Product Identification (Components for each product should be clearly identified, including the tank fill fitting in the unloading area, storage tanks, filter vessels and monitors, cabinets and dispensers on the fuel ramp, and dispensing nozzles. - Loading and Unloading Procedures - Safety and accident / incident reporting procedures. 	
Signature of Authorized Airport Personnel receiving this report		Date of Signature



PO BOX 728
RIPLEY, MS 38663

Estimate

Date	Estimate #
8/22/2018	3478

Eastern Aviation Fuels, Inc.
Accounts Payable
PO BOX 12327
NEW BERN NC 28562

Terms	Project
	SIKESTON MEMO...

Description	Qty
<p>PRE-BRAND AUDIT REPAIR WORK FOR MICHAEL MATTERN AND EAF AT SIKESTON MEMORIAL AIRPORT QUOTE PROVIDED WILL DETAIL NUMBERS ON AUDIT REPORT. WORK PENDING APPROVAL OF QUOTE BY MICHAEL.</p> <p>****JET A TANK****</p> <p>JET A TANK ITEM 1, INSTALL MACROMATIC SWITCH WITH DEADMAN BUTTON AND CORD, WIRE INTO SYSTEM TO CONTROL PUMP OPERATION. MACROMATIC ISP120A BRAD-SWINGER 2P SWITCH SPST NO DEADMAN BUTTON WOODHEAD- MS 2P FP 50' 16/2 PVC DEADMAN CORD ELECTRICAL SUPPLIES</p> <p>JET A TANK ITEM 2, REMOVE CAM-LOCK CONNECTION AND INSTALL SINGLEPOINT DIRECTLY TO HOSE.</p> <p>JET A TANK ITEM 3, PAINT VALVE HANDLES BLACK.</p>	<p>1</p> <p>1</p> <p>1</p> <p>1</p>

Confidential Information and may not be shared with the public.

PLEASE NOTE THIS ESTIMATE DOES NOT INCLUDE FREIGHT, WILL BE BILLED ACTUAL COST.

REQUIREMENTS: A SIGNED CONFIRMATION OF ORDER AND A DEPOSIT OF 35% REQUIRED TO SECURE YOUR ORDER.

Subtotal

Sales Tax (7.0%)

Total

Phone #	Fax #
(662) 512-0219	662-512-6020



PO BOX 728
RIPLEY, MS 38663

Estimate

Date	Estimate #
8/22/2018	3478

Eastern Aviation Fuels, Inc.
Accounts Payable
PO BOX 12327
NEW BERN NC 28562

Terms	Project
	SIKESTON MEMO...

Description	Qty
JET A TANK ITEM 4, INSTALL TANK DECAL KIT ON ALL FOUR SIDES OF TANK.	
JET-A DECAL	4
1863 DECAL	4
FLAMMABLE DECAL	4
NO SMOKING DECAL	4
JET A DECAL PACKAGE	
DANGER CONFINED SPACE	1
JET A TANK ITEM 9, REMOVE AND DISCARD NON AVIATION GRADE HOSE FROM SUMP PUMP AND INSTALL BUSHING AND STAINLESS TUBING WITH STAINLESS BALL VALVE FOR SUMP SAMPLING. LOCATE BOTTOM CLOSE ENOUGH TO GROUND FOR BUCKET PLACEMENT. STAINLESS TUBING, BALL VALVE, AND 3/4X1/2 BUSHING	1
JET A TANK ITEM 10, INSTALL AIR ELIMINATOR ON FILTER VESSEL WITH CHECK VALVE. AIR ELIMINATOR, SS 3/4" IN 1/2" OUT 11AV 400 PSI 5/64 ORFICE CHECK VALVE/ AIR ELIM, SCHULTZ SC-9650, S/S, 1/2"	1 1

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NEW BERN NC 28562

Terms	Project
	SIKESTON MEMO...

Description	Qty
JET A TANK ITEM 11, INSTALL THERMAL EXPANSION RELIEF VALVE ON VESSEL PRESS. RELIEF VALVE, TAYLOR 8200, 150#@250 DEGREES, CS, S/S TRIM	1
JET A TANK ITEM 12, REMOVE RUBBER LINE FROM TOP OF VESSEL TO TOP OF TANK, JOIN AR ELIMINATOR AND THERMAL EXPANSION TOGETHER AND RETURN TO TOP OF TANK. 1/2" .035 WALL TUBING 304SS 1/2 X 1/2 COMP TO COMP FITTING TSS8DU 1/2" compression tee ss 1/2" MNPT X 1/2" COMPRESSION STAINLESS STEEL	60 3 1 3
JET A TANK ITEM 14, REMOVE AIR BRAKE LINE AND INSTALL 1/4" STAINLESS TUBING TO AND FROM DP GAUGE. 1/4" MNPT X 1/4" COMPRESSION STAINLESS STEEL 1/4 X 035 T304 TUBING	4 10
JET A TANK ITEM 15, REMOVE INCORRECT COUPLER AND INSTALL 2"FNPT X 4" MALE CAMLOK WITH DUST CAP FOR GRADE SELECTION. D204DAAL 2X4 ALUM CAMLOK	1

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Estimate

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8/22/2018	3478

Eastern Aviation Fuels, Inc.
Accounts Payable
PO BOX 12327
NEW BERN NC 28562

Terms	Project
	SIKESTON MEMO...

Description	Qty
4 ALUM DUST CAP (D400DCAL)	1
JET A TANK ITEM 16 INSTALL 2" Y STAINER ON TANK INBOUND SIDE 2" Y STRAINER	1
****AVGAS TANK**** AVGAS TANK ITEM 3 INSTALL 2" Y STRAINER ON INBOUND SIDE OF TANK AT OFFLOAD. 2" Y STRAINER	1
AVGAS TANK ITEM 7 REMOVE CAMLOK AND INSTALL GRADE SELECT 2" FNPT X 3" MALE CAMLOK WITH 3" DUST CAP 3 ALUM MALE ADPT X FEM NPT DOMESTIC 300-DC-AL 3" DUST CAP	1 1

Confidential Information and may not be shared with the public.

**PLEASE NOTE THIS ESTIMATE DOES NOT INCLUDE FREIGHT, WILL BE
BILLED ACTUAL COST.**

REQUIREMENTS: A SIGNED CONFIRMATION OF ORDER AND A DEPOSIT OF 35%
REQUIRED TO SECURE YOUR ORDER.

Subtotal

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8/22/2018	3478

Eastern Aviation Fuels, Inc.
Accounts Payable
PO BOX 12327
NEW BERN NC 28562

Terms	Project
	SIKESTON MEMO...

Description	Qty
AVGAS TANK ITEM 8 REMOVE AND DISCARD NON AVIATION GRADE HOSE FROM SUMP PUMP AND INSTALL BUSHING AND STAINLESS TUBING WITH STAINLESS BALL VALVE FOR SUMP SAMPLING. LOCATE BOTTOM CLOSE ENOUGH TO GROUND FOR BUCKET PLACEMENT. 3/4" x 1/2" 304 BUSH THRD Pn: 10148 1/2" .035 WALL TUBING 304SS	1 5
AVGAS TANK ITEM 9 INSTALL AVGAS TANK DECAL KIT ON ALL FOUR SIDES OF TANK	
AVGAS 100LL DECAL	4
1203 PLACARD DECALS	4
NO SMOKING DECAL	4
FLAMMABLE DECAL	4
AVGAS DECAL PACKAGE	
DANGER CONFINED SPACE	1
****AVGAS SELF SERVICE****	
AVGAS SELF SERVE ITEM 1 REPLACE HOSE ON SELF SERVICE ISLAND 1" X 75' PARKER FUELING HOSE	1

Confidential Information and may not be shared with the public.

PLEASE NOTE THIS ESTIMATE DOES NOT INCLUDE FREIGHT, WILL BE BILLED ACTUAL COST.

REQUIREMENTS: A SIGNED CONFIRMATION OF ORDER AND A DEPOSIT OF 35% REQUIRED TO SECURE YOUR ORDER.

Subtotal

Sales Tax (7.0%)

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Date	Estimate #
8/22/2018	3478

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Accounts Payable
PO BOX 12327
NEW BERN NC 28562

Terms	Project
	SIKESTON MEMO...

Description	Qty
AVGAS SELF SERVICE ITEM 4 REPLACE COLORED STATIC CABLE WITH THE REQUIRED CLEAR COVERED CABLE 9951.0101 50' static cord - ready to install	1
AVGAS SELF SERVICE ITEM 5 RELOCATE SIGN AT 7' ABOVE GRADE AND INSTALL CORRECT SIGN	
DECALS	1
PLATE	1
****EQUIPMENT NEEDED AND LABOR/TRAVEL CHARGES****	
RENTAL EQUIPMENT	1
LABOR - PORTAL TO PORTAL PER DIEM	30 3
Confidential Information and may not be shared with the public.	Subtotal \$10,616.44
PLEASE NOTE THIS ESTIMATE DOES NOT INCLUDE FREIGHT, WILL BE BILLED ACTUAL COST.	Sales Tax (7.0%) \$0.00
REQUIREMENTS: A SIGNED CONFIRMATION OF ORDER AND A DEPOSIT OF 35% REQUIRED TO SECURE YOUR ORDER.	Total \$10,616.44

Phone #	Fax #
(662) 512-0219	662-512-6020

Council Letter

Date of Meeting: 18-09-24

Originating Department: Public Works Department

To the Mayor and City Council:

Subject: 1st and 2nd Reading of Emergency Bill # 6124 Authorizing the Mayor to execute a contract between the City of Sikeston and the Missouri Highways and Transportation Commission for Approval of Municipal and Cost Apportionment Agreement for the Route 62, Route 61 and Route 114 pavement improvement projects

Attachment(s):

1. Bill # 6124
2. Municipal and Cost Apportionment Agreement

Action Options:

1. 1st and 2nd Readings and consideration on Emergency Bill # 6124, 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 pavement improvement projects for Route 62, Route 61, and Route 114.

Next summer, MoDOT will be conducting some thin-lift overlays along all of Main (61), East Malone (62) and West Malone (114). As a part of this project, we have asked them to pave off of the main line travelway at a number of spots where cross-streets connect. At these locations, they will be paving the 'apron' at the logical places based on previous paving projects. Some of these aprons will extend past the MoDOT right of way, and we will be responsible for the additional costs. These costs total \$37,842 and are outlined in the attached agreement. These funds will come from next year's street program funding.

Staff seeks council authorization to execute the cost apportionment agreement with MoDOT.

THIS BILL AS APPROVED SHALL BECOME EMERGENCY ORDINANCE NUMBER 6124 AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF SIKESTON, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR THE ROUTE 62- J9S3271, ROUTE 61- J9S3282, AND ROUTE 114- J9S3287 PAVEMENT IMPROVEMENT PROJECTS.

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 Municipal and Cost Apportionment Agreement.

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 6124 was introduced to Council and read the first time this 24th day of September 2018.

B. Bill Number 6124 was read the second time this 24th day of September 2018 discussed and was voted as follows:

Self _____, White-Ross _____, Evans _____,

Settles _____, Meredith _____, Gilmore _____,

and Burch _____,

thereby being _____, becoming Ordinance 6124.

C. Upon passage by a majority of the Council, this Bill shall become Ordinance 6124 and shall be in full force and effect.

Brian Self, Mayor Pro Tem

Approved as to Form
Charles Leible, City Counselor

SEAL/ATTEST:

Carroll Couch, City Clerk

Missouri Department of Transportation

2675 North Main Street
P.O. Box 160
Sikeston, Missouri 63801
573.472.5333
Fax: 573.472.5351
1.888.ASK MODOT (275.6636)

September 10, 2018

Mr. Jay Lancaster
Director of Public Works
City of Sikeston
105 E. Center St.
Sikeston, MO 63801

Mr. Lancaster,

Please find enclosed two (2) copies of the "Municipal and Cost Apportionment Agreement" for the Route 62 – J9S3271, Route 61 – J9S3282, and Route 114 – J9S3287 pavement improvement projects to be executed by the City. Please, return to me two (2) signed copies of this agreement, along with two (2) copies of the enabling ordinance from the City.

I will then forward these copies to the Commission. Upon final execution, I will return a fully executed agreement to the City for your records.

Should you have questions or further information is needed, you may contact me at (573) 472-5295.

Sincerely,



Neal Taegtmeyer, P.E.
Transportation Project Designer

CC: Jason Williams – MoDOT Transportation Project Manager



CCO Form: DE63
Approved: 12/17 (BDG)
Revised: 04/18 (BDG)
Modified:

Municipal and Cost Apportionment Agreement
Route: 61, 62, 114
County: Scott
Job No.: J9S3282, J9S3271, J9S3287

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION MUNICIPAL AND COST APPORTIONMENT AGREEMENT

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

WITNESSETH:

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

(1) IMPROVEMENT DESIGNATION: The public improvement designated as:

(A) Route 62, Scott County, Job No. J9S3271 shall consist of milling and asphalt overlaying Route 62. Included in this operation, milling and asphalt overlaying aprons of varying sizes on City streets at the intersection with the State route.

(B) Route 61, Scott County, Job No. J9S3282 shall consist of milling and asphalt overlaying Route 61 and Salcedo Road. Included in this operation, milling and asphalt overlaying aprons of varying sizes on City streets at the intersection with the State route.

(C) Route 114, Scott County, Job No. J9S3287 shall consist of milling and asphalt overlaying Route 114. Included in this operation, milling and asphalt overlaying aprons of varying sizes on City streets at the intersection with the State route.

(2) IMPROVEMENT WITHIN CITY: The improvement within the City is located as follows:

Route 62 (Malone Avenue): Beginning at Log Mile 59.491, at the intersection of Main Street and Malone Avenue, and extending in a general northeasterly direction along Route 62 (Malone Avenue) to Log Mile 61.280, a point where the present centerline of Route 62 intersects the east city limits.

Route 114 (Malone Avenue): Beginning at Log Mile 20.307, a point where the present centerline of Route 114 intersects the west city limits, and extending in a general northeasterly direction along Route 114 (Malone Avenue) to Log Mile

22.895, the intersection of Main Street and Malone Avenue.

Route 61 (Main Street): Beginning at Log Mile 320.09, a point 720 feet north of the North Kingshighway intersection with Route 61 (Main Street), and extending in a southern direction to Log Mile 323.40, a point 401' south of the intersection of Hennings Drive and Route 61 (Main Street).

Salcedo Road: Beginning at Log Mile 2.250, a point 55 feet east of the North Kingshighway intersection with Salcedo Road, and extending in a northeastern direction to Log Mile 2.393, a point 77' southwest of the intersection of Route 61 (Main Street) and Salcedo Road.

(3) EXTENT OF AGREEMENT: This Agreement shall apply only to the portion of the improvement lying within the city limits as they exist on the date this Agreement is executed by the City.

(4) LOCATION: The general location of the public improvement is shown on an attached sketch marked "Exhibit A" and made a part of this Agreement. The detailed location of the improvement is shown on the plans prepared by the Commission for the above-designated route and project.

(5) PURPOSE: It is the intent of this Agreement to outline the parties' responsibilities with respect to the construction and maintenance of those improvements to the State Highway System located within the City limits described in paragraphs (1) and (2) above and designated as Commission Job No. J9S3271, J9S3282, and J9S3287. The parties' responsibilities with respect to the funding of said improvements are outlined further herein.

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

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

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

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

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

(A) The total project costs for projects J9S3271, J9S3282 and J9S3287 is currently estimated at three million four hundred one thousand four hundred seventy-nine dollars (\$3,401,479).

(B) The City agrees to contribute four thousand six hundred sixteen dollars (\$4,616), no more and no less, to the total project cost of J9S3271 for the milling and asphalt overlaying of city street aprons.

(C) The City agrees to contribute twenty eight thousand twenty-one dollars (\$28,021), no more no less, to the total project cost of J9S3282 for milling and asphalt overlaying of city street aprons and Salcedo Road.

(D) The City agrees to contribute five thousand two hundred five dollars (\$5,205), no more no less, to the total project cost of J9S3287 for the milling and asphalt overlaying of city street aprons.

(E) The City shall remit a check in the amount of thirty seven thousand eight hundred forty-two dollars (\$37,842) no later than five (5) days prior to the Commission's advertisement of the projects for bids. This check should be made payable to Director of Revenue - Credit State Road Fund. If the City fails to make the deposit, the Commission is under no obligation to continue with the projects.

(F) The Commission will pay for the remainder of the total project costs for projects J9S3271, J9S3282 and J9S3287, currently estimated at three million three hundred sixty three thousand six hundred thirty-seven dollars (\$3,363,637).

(G) The Commission is responsible for the balance of the projects in excess of three million four hundred one thousand four hundred seventy-nine dollars (\$3,401,479).

(8) COMMINGLING OF FUNDS: The City agrees that all funds deposited by the City, pursuant to this Agreement with the Commission, may be commingled by the Commission with other similar monies deposited from other sources. Any deposit may be invested at the discretion of the Commission in such investments allowed by its Investment Policy. All interest monies shall be payable to the *State Road Fund*. If the amount deposited with the Commission shall be less than the actual obligation of the City for this project, the City, upon written notification by the Commission, shall tender the necessary monies to the Commission to completely satisfy its obligation. Upon completion of the project, any excess funds, excluding interest, shall be refunded to the City based on its pro rata share of the investment.

(9) RIGHT-OF-WAY USE: The City grants the right to use the right-of-way of

public roads, streets, alleys and any other property owned by the City as necessary for construction and maintenance of said public improvement.

(10) CLOSE AND VACATE: The City shall temporarily close and vacate all streets or roads, or parts thereof, which may be necessary to permit the construction of the project in accordance with the detailed plans.

(11) RIGHT-OF-WAY ACQUISITION:

(A) No acquisition of additional right-of-way is anticipated in connection with Job No. J9S3271, J9S3282, J9S3287 or contemplated by this Agreement.

(12) UTILITY RELOCATION:

(A) The Commission and the City shall cooperate to secure the temporary or permanent removal, relocation, or adjustment of public utilities or private lines, poles, wires, conduits, and pipes located on the right-of-way of existing public ways as necessary for construction of the improvement and the cost shall be borne by such public utilities or the owners of the facilities except where the City is by existing franchise or agreement obligated to pay all or a portion of such cost, in which case the City will pay its obligated portion of the cost.

(B) The Commission shall secure the removal, relocation, or adjustment of any public or private utilities located upon private easements and shall pay any costs incurred therein.

(C) It is understood and agreed by the parties to this Agreement that no city-owned utility facilities will require relocation or adjustment in connection with this improvement, but that should utility facilities be discovered at any time during development or construction of this improvement, relocation or adjustment of the same will be done and performed under a supplemental agreement covering the subject, and in accordance with Commission policy then in effect on division of costs for adjustment of utility facilities.

(D) In cases of public utilities owned by the City which must be moved, adjusted, or altered to accommodate construction of this improvement, and such city-owned utilities, poles, wires, conduits, and pipes are located within the present city limits and located on an existing city street, not state highway right-of-way, but being taken over by the Commission as a part of its highway right-of-way, the City will perform the necessary removal, adjustment, alterations and relocation, and the Commission will reimburse the City except as otherwise provided. The City shall perform the removal, adjustment, alterations and relocation in accordance with the detail plans, estimates of costs and bills of materials prepared by the City in accordance with Federal Aid Policy Guide, Title 23 CFR Subchapter G, Part 645, Subpart A (FAPG 23 CFR 645A), dated December 9, 1991 and any revision of it, and approved by the Commission's district engineer, and shall perform all work and keep the records of the costs in accordance

with FAPG 23 CFR 645A and its revisions. Upon the completion of any such work and on receipt by the Commission of the original and four copies of a bill for the actual costs incurred by the City in making any such removal, adjustment, alteration and relocation, the Commission shall reimburse the City for the actual cost necessitated by construction of this public improvement. The Commission's obligation toward the cost of any such removal, adjustment, alteration and relocation shall extend only to those costs incurred in accordance with FAPG 23 CFR 645A and its revisions.

(E) Should it be necessary to alter, relocate or adjust any city-owned utility facilities outside the present city limits on public right-of-way or on state highway right-of-way within or outside the city limits or within the right-of-way of a public way other than a city street or alley, the alteration, relocation, or adjustment shall be made by the City at its cost.

(F) The City agrees that any installation, removal, relocation, maintenance, or repair of public or private utilities involving work within highway right-of-way included in this project shall be done only in accordance with the general rules and regulations of the Commission and after a permit for the particular work has been obtained from the Commission's district engineer or his authorized representative. Similarly, the City will allow no work on the highway right-of-way involving excavation or alteration in any manner of the highway as constructed, including but not limited to driveway connections, except in accordance with the rules and regulations of the Commission and only after a permit for the specific work has been obtained from the Commission's district engineer or his authorized representative. The City shall take whatever actions that are necessary to assure compliance with this Subsection.

(13) LIGHTING

(A) The installation, operation, and maintenance by the Commission of any lighting system on the public improvement covered by this Agreement shall be only in accordance with the Commission's policy on highway lighting in effect at the time of any such installation and only to the extent the Commission then deems warranted. No street lighting system shall be installed or maintained by or for the City on the improvement without approval of the Commission.

(14) TRAFFIC CONTROL DEVICES: The installation, operation and maintenance of all traffic signals, pavement markings, signs, and devices on the improvement, including those between the highway and intersecting streets shall be under the exclusive jurisdiction and at the cost of the Commission. The City shall not install, operate, or maintain any traffic signals, signs or other traffic control devices on the highway or on streets and highways at any point where they intersect this highway without approval of the Commission.

(15) DRAINAGE:

(A) The Commission will construct drainage facilities along the

improvement and may use any existing storm and surface water drainage facilities now in existence in the area. The City shall be responsible for receiving and disposing of storm and surface water discharged from those drainage facilities which the Commission constructs within the limits of highway right-of-way to the extent of the City's authority and control of the storm sewer facilities or natural drainage involved.

(16) PERMITS: The Commission shall secure any necessary approvals or permits from the Surface Transportation Board, the Public Service Commission of Missouri, or any other state or federal regulating authority required to permit the construction and maintenance of the highway.

(17) COMMENCEMENT OF WORK: The Commission shall construct the highway in accordance with final detailed plans approved by the Federal Highway Administration (or as they may be changed from time to time by the Commission with the approval of the FHWA) at such time as federal and state funds are allocated to the public improvement in an amount sufficient to pay for the federal and state government's proportionate share of construction. The obligation of the Commission toward the actual construction of the public improvement shall be dependent upon the completion of plans in time to obligate federal funds for such construction, upon approval of the plans by the FHWA, upon the award by the Commission of the contract for the construction, and upon the approval of the award by the FHWA.

(18) MAINTENANCE:

(A) Except as provided in this Agreement, upon completion of the public improvement, the Commission will maintain all portions of the improvement within the Commission owned right-of-way. Maintenance by the Commission shall not in any case include maintenance or repair of sidewalks whether new or used in place, water supply lines, sanitary or storm sewers (except those storm sewers constructed by the Commission to drain the highway), city-owned utilities within the right-of-way or the removal of snow other than the machine or chemical removal from the traveled portion of the highway.

(B) When it is necessary to revise or adjust city streets, the right-of-way acquired for these adjustments and connections will be deeded to the City.

(C) Effective upon completion of construction, the Commission shall transfer ownership to the City, and the City will accept the portions of existing highways within City replaced by this improvement.

(D) The City shall inspect and maintain the sidewalks constructed by this project in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalks.

(19) ACCEPTED WITHIN HIGHWAY SYSTEM: Effective upon execution of

this Agreement, the Commission temporarily accepts the portion of the City street system described in this Agreement as part of the State Highway System for the purposes of this project. However, during the construction period contemplated in this Agreement:

(A) The Commission will assume no police or traffic control functions not obligatory upon Commission immediately prior to the execution of this Agreement, and

(B) The City shall perform or cause to be performed normal maintenance on the project site.

(20) CITY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept control and maintenance of the improved City street that was temporarily accepted as part of the State Highway System for the purposes of this project pursuant to paragraph (19) above and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the City street system at its own cost and expense and at no cost and expense whatsoever to the Commission. All obligations of the Commission with respect to the City street system under this Agreement shall cease upon completion of the improvement.

(21) POLICE POWERS: It is the intent of the parties to this Agreement that the City shall retain its police powers with respect to the regulation of traffic upon the improvement contemplated. However, the City will enact, keep in force, and enforce only such ordinances relating to traffic movement and parking restrictions as may be approved by the Commission and as are not in conflict with any regulations for federal aid. The Commission shall not arbitrarily withhold approval of reasonable traffic regulations, signs, and markings which will permit the movement of traffic in accordance with accepted traffic regulation practices.

(22) RESTRICTION OF PARKING: Since the improvement is being designed and constructed to accommodate a maximum amount of traffic with a minimum amount of right-of-way, the City shall take whatever actions that are necessary to prevent parking upon the highway or any part of the area of the highway right-of-way within the limits of the improvement.

(23) OUTDOOR ADVERTISING: No billboards or other advertising signs or devices or vending or sale of merchandise will be permitted within the right-of-way limits of the project and the City shall take whatever actions that are necessary to enforce this Section.

(24) WITHHOLDING OF FUNDS: In the event that the City fails, neglects, or refuses to enact, keep in force or enforce ordinances specified or enacts ordinances contrary to the provisions in this Agreement, or in any other manner fails, neglects or refuses to perform any of the obligations assumed by it under this Agreement, the Commission may, after serving written request upon the City for compliance and the

City's failure to comply, withhold the expenditure of further funds for maintenance, improvement, construction, or reconstruction of the state highway system in the City.

(25) FEDERAL HIGHWAY ADMINISTRATION: This Agreement is entered into subject to approval by the Federal Highway Administration, and is further subject to the availability of federal and state funds for this construction.

(26) INDEMNIFICATION:

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

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

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

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and 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.

(27) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment approved and signed by representatives of the City and Commission, respectively, each of whom being duly authorized to execute the contract amendment on behalf of the City and Commission, respectively.

(28) COMMISSION REPRESENTATIVE: The Commission's Southeast District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may

designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

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

(30) NOTICES: 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 or facsimile delivery, addressed as follows:

- (A) To the City:
City of Sikeston
Attn: Steven Burch, Mayor
105 E. Center St.
Sikeston, MO 63801
Facsimile No: 573-471-1526

- (B) To the Commission:
Missouri Department of Transportation
Attn: Mark Shelton, Southeast District Engineer
2675 N. Main St.
P.O. Box 160
Sikeston, MO 63801
Facsimile No: 573-472-5381

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

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

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

(33) 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.

(34) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the

parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the City.

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

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

(37) AUDIT OF RECORDS: The City must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

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

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

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

(41) NO ADVERSE INFERENCE: This Agreement shall not be construed more

strongly against one party or the other. The parties to this Agreement had equal access to, input with respect to, and influence over the provisions of this Agreement. Accordingly, no rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this Agreement.

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

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

[remainder of page intentionally left blank]

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

Executed by the City 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:

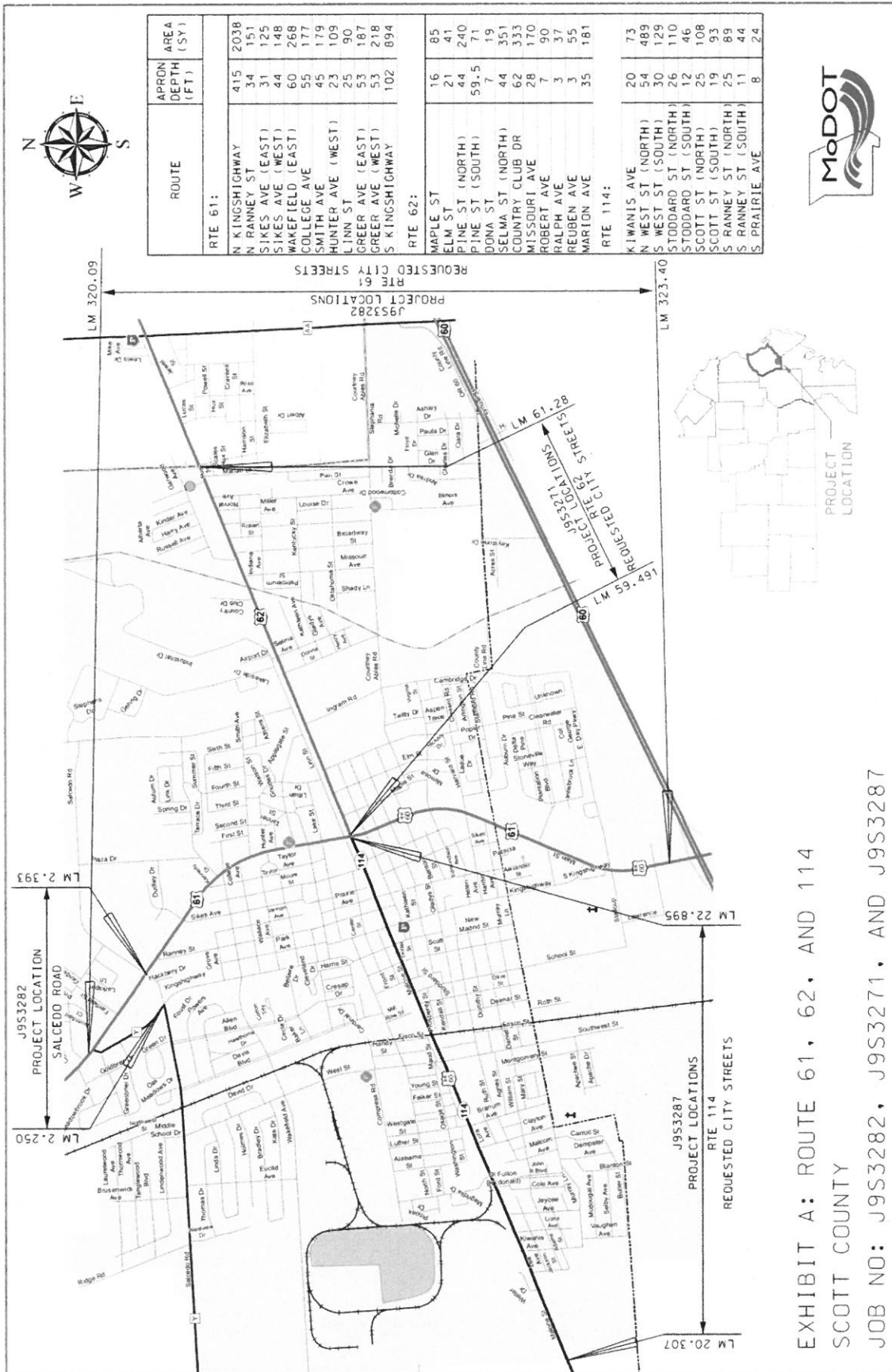
APPROVED AS TO FORM:

Commission Counsel

By: _____

Title: _____

Ordinance Number _____



Council Letter

Date of Meeting 18-09-24

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 2nd, 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, (417) 895-7696.

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