



TENTATIVE AGENDA

City of Sikeston

SPECIAL CITY COUNCIL MEETING
SIKESTON CITY HALL

Monday, September 29, 2014
11:30 A.M.

- I. CALL TO ORDER
- II. RECORD OF ATTENDANCE
- III. OPENING PRAYER
- IV. BOARDS & COMMISSIONS OATH OF OFFICE CEREMONY
- V. ITEMS OF BUSINESS
 - A. Presentation by Derrick Pullen, SEMO Challenger Baseball Team
 - B. Award of RFP #15-07 Finance Services and 1st Reading, Bill #5968, Authorizing Execution of Agreement for Lease/Purchase of Dump Trucks
 - C. 1st Reading, Bill #5967, Amending City Code Section 135.310 to Increase Domestic Violence Shelter Surcharge Fee
 - D. Authorization to Enter into Three-Year Lease for Municipal Courtroom Facilities
 - E. Appointment to SEMO University-Sikeston Campus Advisory Council and Planning & Zoning Commission
 - F. Briefing: Bid #15-03, Recreation Complex Backstop Replacement
 - G. Briefing: Fire Truck Purchase, Authorization to Proceed with RFP for Financing
 - H. Consideration of Resolution 14-09-01, Declaration of Surplus Property
 - I. Briefing: Authorization to Purchase Road Salt
 - J. Briefing: MoDOT Transportation Alternatives Program (TAP)
 - K. Other Items As May Be Determined During the Course of the Meeting

VI. ADJOURNMENT INTO EXECUTIVE SESSION

Property (RSMo 6.10.021(2))

VII. ADJOURNMENT

Dated this 24th day of September 2014

Carroll Couch, City Clerk

The City of Sikeston complies with ADA guidelines. Notify Linda Lowes at 471-2512 (TDD Available) to notify the City of any reasonable accommodation needed to participate in the City Council's Meeting.



Council Letter

Date of Meeting: 14-09-29

Originating Department: Governmental Services

To the Mayor and City Council:

Subject: SEMO Challenger Baseball

Attachment(s):

1. None

Action Options:

1. Action as Council may deem appropriate

Background:

Derrick Pullen of SEMO Challenger Baseball has requested an opportunity to address Council.

A division of St. Louis Challenger Baseball, the SEMO Chapter provides children and adults, ages 5 and up with developmental disabilities, the opportunity to play baseball. Players are paired with "buddies", (ages 10 through 20) who assist by pushing wheelchairs around bases, or the other facets of the game.

Challenger Baseball Players not only have a great time playing baseball, but also experience pulling together as a team, be cheered on by a crowd, and being encouraged by their peers. At their annual All-Star game all players are All-Stars, and all receive trophies at their end-of-the-season picnics.

Source: <http://www.semochallenger.org>

Council Letter

Date of Meeting: 14-09-29

Originating Department: Administrative Services

To the Mayor and City Council:

Subject: Lease-purchase-DPW Dump Trucks

Attachments:

1. Ordinance 5968

Action Options:

1. Approve Ordinance 5968
2. Disapprove Ordinance 5968
3. Other action Council may deem appropriate

Background:

On Friday, September 19, 2014, a bid committee consisting of Carroll Couch, Jay Lancaster, and Karen Bailey opened bids for a lease-purchase agreement of \$ 465,000 to purchase three (3) dump trucks utilizing the current vendor under contract with the State of Missouri. The following interest rates were bid;

U.S. Bank	2.522
1 st Midwest Bank	2.64
1 st State Community Bank	2.89
Montgomery Bank	2.99
Regions Bank	3.04
Southern Bank	3.29
Focus Bank	4.37
Alliance Bank	7.5 for 10yrs/4.75 for 5 years

Staff recommends Council award the bid to U.S. Bank.

AN ORDINANCE APPROVING THE SELECTION OF A BANK FOR FINANCING THE ACQUISITION OF NEW DUMP TRUCKS AND RELATED EQUIPMENT, AUTHORIZING THE CITY OF SIKESTON, MISSOURI TO ENTER INTO AN EQUIPMENT LEASE PURCHASE AGREEMENT IN CONNECTION THEREWITH, AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION WITH THE FINANCING

WHEREAS, the City Council of the City of Sikeston, Missouri (the "City") has previously solicited proposals from qualified banks and financial institutions in connection with the proposed financing of the acquisition of three new dump trucks and related equipment (the "Equipment"), and in response U.S. Bancorp Government Leasing and Finance, Inc. (the "Lessor") has submitted its proposal for the financing of the acquisition of the Equipment (the "Proposal"), a copy of which is incorporated by reference in this Ordinance and attached hereto as **Exhibit A**; and

WHEREAS, to facilitate the acquisition of the Equipment and to pay the cost thereof, it is necessary and desirable for the City to enter into an Equipment Lease Purchase Agreement (the "Lease") with the Lessor, pursuant to which the City will lease the Equipment from the Lessor with an option to purchase;

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

Section 1. Acceptance of Proposal. The Proposal is hereby accepted and U.S. Bancorp Government Leasing and Finance, Inc. is hereby selected to finance the acquisition of the Equipment in accordance with and subject to the terms of the Proposal.

Section 2. Approval of the Lease. The City is hereby authorized to enter into the Lease with the Lessor, which Lease shall be in substantially the form presented to the City Council at this meeting, a copy of which is attached hereto as **Exhibit B**, with such changes therein as shall be approved by the officials of the City executing such document, such officials' signatures thereon being conclusive evidence of their approval thereof.

Section 3. Approval of the Escrow Agreement. The City is hereby authorized to enter into the Escrow Agreement (the "Escrow Agreement") among the City, the Lessor and U.S. Bank National Association, as escrow agent, which Escrow Agreement shall be in substantially the form presented to the City Council at this meeting, a copy of which is attached hereto as **Exhibit C**, with such changes therein as shall be approved by the officials of the City executing such document, such officials' signatures thereon being conclusive evidence of their approval thereof.

Section 4. Execution of Documents. The Mayor, the City Clerk, the City Manager and other appropriate officers of the City are hereby authorized and directed to execute, attest, acknowledge, deliver and record, as appropriate, for and on behalf of and as the act and deed of the City, the Lease, the Escrow Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 5. Further Authority. The officers, agents and employees of the City, including the Mayor, the City Manager and the City Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable to carry out and perform the purposes of this Ordinance, and to carry out, comply with and perform the duties of the City with respect to the Lease.

Section 6. Reimbursement of Expenditures. The City Council hereby finds it necessary and declares its intent to finance the costs of the Equipment through delivery of the Lease. The City has made, or expects to make, expenditures in connection with the Equipment, and the City may reimburse itself for such expenditures with the proceeds of the tax exempt financing by, or on behalf of, the City. The maximum principal amount of the tax-exempt financing expected to be issued for the Equipment is \$465,000.

Section 7. Appropriation of Basic Rent. The City Council hereby irrevocably budgets and appropriates moneys in the amount of \$5,900.00 for Fiscal Year ending June 30, 2015, to be used to make the Rental Payments (as defined in the Lease) due under the Lease during the Original Term of the Lease coextensive with Fiscal Year ending June 30, 2015.

Section 8. Record of Passage:

A. Bill Number 5968 was introduced to Council and read the first time on the 29th day of September, 2014.

B. Bill Number 5968 was read for the second and final time and discussed this 6th day of October, 2014, and final passage thereon was voted as follows:

Depro _____ Burch _____ Gilmore _____
Pullen _____ Teachout _____ Harris _____ and Graham _____,
thereby being _____ and becoming
Ordinance Number _____

C. Upon passage by a majority of the Council, this Bill shall become Ordinance Number 5968 and shall be in full force and effect 30 days after its passage.

Mayor

(SEAL)

ATTEST:

City Clerk

EXHIBIT A

Proposal of U.S. Bancorp Government Leasing and Finance, Inc.

EXHIBIT B

Equipment Lease Purchase Agreement

EXHIBIT C

Escrow Agreement

Council Letter

Date of Meeting: 14-09-29

Originating Department: Governmental Services

To the Mayor and City Council:

Subject: 1st Reading of Bill Number 5967, Amending City Code Section 135.310 to Increase Sikeston Municipal Court's Domestic Violence Shelter Surcharge Fee

Attachment(s):

1. Bill Number 5967

Action Options:

1. First Reading of Bill Number 5967
2. Other action Council may deem appropriate

Background:

During the September 8 Regular City Council meeting city staff was directed to amend City Code to increase Sikeston Municipal Court's Shelter for Victims of Domestic Violence Surcharge from \$2 to \$4. This surcharge is assessed on any violation of Sikeston's municipal ordinances, except when said charges are dismissed, or where costs are to be paid by the State, County or City.

Council action on this measure will be requested during the October 6 Council meeting.

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 5967, AMENDING CHAPTER 135, SECTION 135.310 OF CITY CODE OF THE CITY OF SIKESTON, MISSOURI, TO INCREASE THE MUNICIPAL COURT SURCHARGE TO FUND SHELTERS FOR VICTIMS OF DOMESTIC VIOLENCE FROM TWO DOLLARS (\$2) TO FOUR DOLLARS (\$4) PER CONVICTION OF A MUNICIPAL ORDINANCE VIOLATION.

Be It Ordained by the Council of the City of Sikeston as follows:

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

SECTION II: Chapter 135, Sections 135.310 shall be amended to read as follows:

“Section 135.310 Shelter For Victims of Domestic Violence Surcharge, Generally.
In addition to Court costs provided for in Chapter 135, Section 135.270, there shall be assessed a surcharge of four dollars (\$4.00) on any violation of municipal ordinances, provided no such surcharge shall be collected in any proceeding when the proceeding or defendant has been dismissed by the Court or where the costs are to be paid by the State, County or municipality. Such surcharge shall be collected by the Municipal Court Clerks and shall be disbursed to the City at least monthly. The Municipal Court Clerks shall file a verified report of the fees collected, on a monthly basis, with the office of City Treasurer. The City shall use such monies only for the purpose of providing operating expenses for shelters for battered persons as defined in Sections 455.200 to 455.230, RSMo.”

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

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

SECTION V: Record of Passage

A. Bill Number 5967 was introduced and read the first time this 29th day of September 2014.

B. Bill Number 5967 was read the second time the 6th day of October 2014, was discussed and voted upon as follows:

Burch, _____, Gilmore, _____, Teachout, _____, Graham _____,

Depro, _____, Harris _____, Pullen _____,

thereby being _____, becoming Ordinance 5967.

C. Ordinance 5967 shall be in full force and effect from and after November 6, 2014.

Jerry Pullen, Mayor

Approved As To Form
Charles Leible, City Counselor

Seal/Attest:

Carroll Couch, City Clerk

Council Letter

Date of Meeting: 14-09-29

Originating Department: Governmental Services

To the Mayor and City Council:

Subject: Authorization to Enter into Three-Year Lease for Municipal Courtroom Facilities

Attachment(s):

1. Lease Agreement with North Farms

Action Options:

1. Authorize City Manager to execute agreement
2. Other action Council may deem appropriate

Background:

In 2005 the Municipal Courtroom was relocated to its current location at 129 North New Madrid Street. The existing lease with property owner North Farms (a Missouri partnership) will expire at the end of this year. Staff is seeking authorization for the City Manager to execute a triple net lease for the period January 1, 2015 through December 31, 2017 in the amount of \$7,044 per year. The agreement contains an option to extend the term for two additional years with a cost of living adjustment.

LEASE

THIS INDENTURE OF LEASE made and entered into this _____ day of _____, 2014, by and between North Farms, a Missouri Partnership, (hereinafter called Lessor); and the City of Sikeston, Missouri, (hereinafter called Lessee);

WITNESSETH:

In consideration of the mutual covenants, promises, and agreements contained herein, Lessee and Lessor do hereby covenant, promise and agree to and with each other as follows:

1. **PREMISES:** Lessor, in consideration of the covenants and agreements herein agreed to be kept and performed by Lessee and upon the conditions hereinafter set forth, has demised and leased, and does hereby demise and lease into Lessee, for use as a municipal court, a store building located at 129 North New Madrid Street in Sikeston, Scott County, Missouri.
2. **TERM:** The term of this lease shall be from January 1, 2015 through December 31, 2017.
3. **RENT:** Lessee shall pay to Lessor an annual rent in the amount of **\$7,044.00 (Seven Thousand Forty-four Dollars)**, payable in equal monthly installments of **\$587.00 (Five Hundred Eighty-seven Dollars)**. If the Lease Commencement date is not the first day of a month, the rental for that month shall be prorated accordingly. The monthly rentals shall be due and payable on the first day of each month and shall be paid by check made payable to North Farms, P. O. Box 25, Sikeston, MO 63801.
4. **OPTION TO EXTEND TERM:** Lessee shall have the option to renew this lease for two additional years on the terms and conditions contained in this lease, at an annual rental to be determined by applying a ratio to the initial rent, the numerator of which shall be the Consumer Price Index most applicable to Sikeston, Missouri nearest to January 1, 2015, and the denominator of which is the Consumer Price Index most applicable to Sikeston, Missouri nearest to December 31, 2017, which ratio in no case shall be less than 1. This option shall be exercised by the Lessee giving written notice to Lessor at least ninety days prior to the expiration of the term of its intent to exercise the option.
5. **UTILITIES:** Lessee shall pay directly to the appropriate utility company for all heat, gas, water, sewerage charges and electrical services used in the demised premises.
6. **ADDITIONAL RENT, INSURANCE, TAXES AND MAINTENANCE:** This Lease is what is commonly called a "triple net lease", it being understood that Lessor shall receive all Rent as provided in this Lease free and clear of any and all impositions, encumbrances, charges, obligations or expenses of any nature whatsoever in connection with the ownership and operation of the premises. In addition to the Rent reserved by this Lease, except as expressly provided herein to the contrary, Lessee shall pay to Lessor all impositions, real estate and personal property taxes, insurance premiums, maintenance and repair costs, construction costs and any other charges, costs and expenses which arise or may be contemplated under any provisions of this Lease during the Term hereof. All of such charges, costs and expenses shall constitute Rent, and upon the failure of Lessee to

pay any such costs, charges or expenses, Lessor shall have the same rights and remedies as otherwise provided in this Lease for the failure of Lessee to pay Rent. Lessee shall pay such Additional Rent for insurance premiums and real estate taxes in monthly installments of **\$150.00**, beginning on January 1, 2015 and continuing each month for the term and extended term of this Lease, except as modified by annual adjustment. The amount of monthly Additional Rent shall be adjusted annually to reflect changes in Lessor's actual costs. Lessor shall submit copies of all invoices, bills and statements for maintenance and report costs, construction costs and any other charges, and Lessee shall reimburse Lessor within 30 days of receipt. It is the intention of the parties hereto that this Lease shall not be terminable for any reason by the Lessee and that Lessee shall in no event be entitled to any abatement of or reduction in Rent payable under this Lease except as herein expressly provided. Lessor agrees to cooperate as necessary to obtain reductions and/or abatements on any of the above charges. Any present or future law to the contrary shall not alter this agreement of the parties.

7. **SUBLETTING AND ASSIGNMENTS:** Lessee may sublet the demised premises at any time, subject to the terms and conditions of this lease only with the prior written consent of Lessor, which shall not be unreasonably withheld. Lessee shall not assign this lease without prior written consent of Lessor, and, if Lease is sublet or assigned, shall remain primarily liable for the performance of this lease agreement. Lessor reserves the right to evaluate the proposed sublessee or assignee's general business reputation, experience and financial status in determining Lessor's consent to a sublease or assignment.
8. **LESSEE'S INSURANCE:** Lessee shall at all times during the term of this lease carry general public liability, accident and property insurance for its protection, and for the protection of Lessor, against any claims for injuries to and/or death of any person or persons or any damage to any property arising or growing out of or in connection with the use of the demised premises. Lessor shall be listed as an additional named insured on Lessee's policy. Liability insurance shall be in an amount not less than \$500,000.00 per person and \$1,000,000.00 per accident for bodily injury, and not less than \$50,000.00 for damage or destruction of property. All insurance shall be written by insurers licensed in the state of Missouri. Lessee shall deliver to Lessor certificates of such insurance.
9. **OWNERSHIP, POSSESSION AND ACCEPTANCE:** Lessor covenants that it is lawfully seized of the premises and has full right and power to enter into this lease for the full term, and upon all of the conditions herein contained and will deliver full and complete possession of the premises upon the commencement date of this lease, and the Lessee, upon paying said rent and performing the covenants to be performed, shall and may peacefully and quietly have, hold and enjoy the premises for the full term of this lease and any extensions thereof. Lessee hereby accepts the premises in their existing condition and state of repair, and agrees that no representations, statements or warranties, express or implied, have been made by or on behalf of Lessor in respect thereto.

- 10. STATE AND LOCAL LAW:** Lessee shall not permit the premises to be used for any unlawful purpose and shall at all times comply with the laws of the State of Missouri, the ordinances of the City of Sikeston, and the rules, orders, regulations, laws and ordinances of all legally constituted governmental authorities having jurisdiction over the leased premises.
- 11. ALTERATIONS:** Lessee is hereby given the right, at its sole cost and expense, at any time during the term hereof, to make any alterations or improvements to the interior portions of the demised premises which Lessee may deem necessary or desirable for its purposes. No such alteration or improvement shall be made that will weaken the structure of the building and no structural alterations or improvements shall be made without the approval of Lessor. All work permitted herein shall be done and completed by Lessee in a good and workmanlike manner and in compliance with all requirements of law and of governmental rules and regulations. Lessee shall indemnify and hold Lessor harmless against all mechanic's or other liens arising out of such work, and also against any and all claims for damages or injury which may occur during the course of such work. Lessee may remove any furniture, fixtures or equipment as it shall so desire. All leasehold improvements of a structural nature, including interior walls shall remain property of Lessor upon the termination of this lease provided that Lessor is not then in default under any of the terms hereof.
- 12. ACCESS TO PREMISES:** Lessor reserves the right to enter upon the leased premises upon reasonable notice to Lessee for the purpose of inspecting the same, or to make repairs, additions or alterations to the leased premises. Lessor shall also have the right during the last ninety days of the lease terms or any extensions thereof to exhibit the leased premises to any prospective tenants, purchasers or others.
- 13. DEFAULT:** In the event Lessee shall fail to pay any monthly installment of rent, or Additional Rent, within ten (10) days after receipt of written notice or shall fail to comply with any of the other terms, covenants, conditions or provisions of this lease within ten (10) days after receipt of written notice designating such failure, such failure shall at the option of the Lessor work a forfeiture of this lease and of all rights of Lessee hereunder and Lessee, upon written notice of such election shall within ten (10) days thereafter quit and surrender possession of the premises to Lessor without further notice to quit. In the event Lessee shall fail to so vacate and quit the premises, Lessor may recover possession thereof by an action in forcible entry and detainer, summary proceedings or in any other lawful manner. The acceptance of partial payment shall not constitute a waiver of the right of Lessor to commence said action of forcible entry and detainer during the month in which said partial payment was made.
- 14. BANKRUPTCY:** In the event Lessee shall be declared bankrupt or the premises and Lessee's property therein shall come in the hands of any receiver, assignee or other officer acting under the order of Court, and any such receiver, assignee or other such officer shall not be discharged within sixty (60) days after taking such possession then Lessor, at Lessor's option, may terminate this Lease. Should Lessor not elect to exercise such right, Lessor may accept such rent from said receiver, trustee or officer in possession thereof for

the term of such occupancy without impairing or affecting in any way the rights of Lessor against Lessee under this Lease.

15. AMENDMENTS: None of the covenants, terms or conditions of this lease to be kept and performed by Lessee or Lessor shall in any way be averted, waived, changed or abandoned except by a written instrument duly signed by both parties, and not otherwise; and consent to or any acquiescence in any breach of this Lease shall not constitute a waiver of any other or later breach of the same or any other covenants.

16. SUCCESSOR PARTIES: Each and all of the expressions, terms, and provisions of this lease shall extend to and bind and inure to the benefit of not only the immediate parties, but to their successors and assigns; and whenever in this lease a reference to any other parties thereto is made, such reference wherever applicable, shall be deemed to include the successors and assigns of such party, the same as if this were in every case expressed, subject nevertheless to all agreements and restrictions herein contained with respect to the transfer of any of Lessee's rights and interest herein

17. NOTICES: Whenever, under the terms of this lease, any notice is required to be served upon the other party, said notice shall be served upon a principal officer of the other party by sending said notice by Certified Mail, postage prepaid, to the other party. Notice to each party shall be in writing and until further notification in writing shall be mailed as follows:

LESSOR: North Farms
P. O. Box 25
Sikeston, MO 63801

LESSEE: City Manager
City of Sikeston
105 E. Center Street
Sikeston, MO 63801

18. MORTGAGE: This lease is made subject and subordinate to the lien of any mortgage which may hereinafter affect the demised premises and to all extensions thereof, provided any such mortgagee agrees that so long as Lessee is not in default, the rights of Lessee under said lease shall not be terminated and the possession of Lessee shall not be disturbed by any mortgagee.

19. RULES OF CONSTRUCTION: Where necessary herein the terms "Lessor" and "Lessee" shall apply to the plural or the agents or employees of Lessor or Lessee, and all terms used in the singular or the masculine shall apply to the plural or the feminine or neuter gender as may be appropriate.

20. PARAGRAPH HEADINGS: Paragraph headings contained herein are considered only a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this lease or in any way affect the terms or provisions hereof.

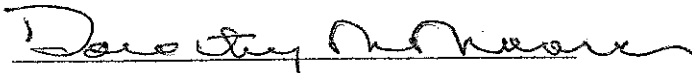
21. GOVERNING LAW: This lease shall be governed by and construed in accordance with the laws of the State of Missouri. The parties stipulate and agree that any and all litigation that might arise between the parties hereto shall be filed and prosecuted in the Circuit Court of Scott County, Missouri.

22. REAL ESTATE COMMISSIONS: The Lessor and Lessee agree that this lease was directly negotiated between them and that no broker was involved in bringing about this agreement. No claim of a broker's fee or commission shall be made against either party.

23. DAMAGE TO PREMISES: In case any such building, without fault of Lessee, shall be destroyed or damaged, prepaid rent shall be refunded or credited in whole or in part, and future rent shall abate in whole or in part, as may be equitable under all the circumstances.

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

LESSOR: NORTH FARMS

By: 
DOROTHY M. MOORE, Managing Partner

LESSEE: CITY OF SIKESTON

BY: _____
J. D. DOUGLASS, City Manager

Council Letter

Date of Meeting: 14-09-29

Department: Governmental Services

To the Mayor and City Council:

Subject: Board & Commission appointments to SEMO University - Sikeston Campus Advisory Council and Planning & Zoning Commission

Attachments:
None

Action Options:

1. Make Board and Commission Appointments
2. Other action as Council may deem appropriate

Background:

Staff was contacted following Council's actions of September 8 requesting additional appointments to the SEMO University-Sikeston Campus Advisory Council and the Planning & Zoning Commission.

SEMO U – SIKESTON CAMPUS ADVISORY COUNCIL:

Term limits are stipulated in the agreement between SEMO University and the City, which created the Sikeston Campus Advisory Council. Due to the fact Carolyn Harris has served two full terms she is ineligible for re-appointment. Staff requests a new appointment be made.

Current Appointees: Trisha Bill, Jeffrey Hay, Bill Lawson, Julie Ann Palmer, Michelle Knickman, David Ross, Jan Barkett, Libby Caskey, Mike Parker, Chad Crow, Carrie Lape, Patrick Douglas, Terry Williams and Michele Williams.

Current Applicants:

Bill Odum, 513 Lindenwood

Matthew Wright, 607 W. Lindenwood

Freida Cardwell, 132 Greenbriar

Holly Greene, 912 Stanford

Daniel Martinez, 609 Holly Hill

Jason Davis, 209 Sharp Avenue

Katherine "Danice" Granger, 821 S. West, Apt. D

James Miller, 516 W. Lindenwood

Mary Below, 721 N. West St.

PLANNING & ZONING COMMISSION:

Due to work constraints, Richard McGill is unable to accept Council's appointment. Staff requests a new appointment be made.

Current Appointees: Paul Cohen, Harry Howard, James Miller, Chip Thornton, Gary Ozment, Edward Miller and Rick Murray.

Current Applicant: Mike Ziegenhorn

Briefing:

**Bid #15-03, Recreation
Complex Backstop
Replacement**

Council Letter

Date of Meeting: 14-09-29

Originating Department: Department of Public Safety

To the Mayor and City Council:

Subject:

DPS Purchase of Fire Apparatus; Declaration of Surplus Apparatus

Attachments:

Listing of current fire apparatus

Action Options:

Briefing only

Background:

On August 6, we issued a bid with Council's approval to bid for two pieces of fire apparatus. The first piece of equipment is a pumper engine that will replace our Engine #2 which is a 1990 Ford 8000-series pumper. This apparatus has far outlived its life expectancy, and currently parts are very difficult to get for this truck, particularly when it relates to the cab-area. This truck is a reserve apparatus that is used for fighting fires within the Fire Protection District and backup engine within the city. As indicated above, the first bid was for the pumper. That bid came in at approximately \$334,350 without any pre-payment on the apparatus. This engine will be utilized again as a primary reserve truck for the city and would also meet our obligations within the Fire Protection District.

The second piece of equipment is an aerial ladder to replace our 1993 emergency 1 High-performance 75ft. Quint. This truck also is becoming very dated, and it is in our best interest to replace it at this time due to its age and some compliance issues as it relates to NFPA standards. It is a recommendation that nothing older than 20 years be utilized even in reserve status in responding to incidents within a city. The '93 has served us very well. It's in good operating condition. We feel that we can get a fair amount of money for it if we surplus it now while it's still working. It is our feeling if we leave this truck in service for many more years, we're going to lose our ability to recoup any kind of money from it, and the cost to repair it could quickly outweigh the value of the truck. This is why we're asking the Council to consider purchasing a new truck to replace it. The purchase price on the ladder truck is \$698,995. This

truck will be a 78ft. instead of a 75ft. Other than that, the configuration and the equipment on the truck would be the same as is currently on our Ladder #2, which it will be replacing. We have not—on either one of these trucks—included any what is classified as “loose goods”. We feel that we can take the “loose goods” that we have on our current apparatus and transfer them to the new ones, as well as use our annual hose-replacement monies to fund a new hose and other “loose goods” for the truck.

Mr. Couch has put together a finance plan. He estimates—after trade and monies that are in the budget for the next two years—a payout schedule of 9.5 years. Depending on other potential issues, we may be able to decrease the payout schedule to approximately 6 years, but that is dependent on other issues that may be presented to Council at a later date.

We only received an official bid on these apparatus from Banner Fire Equipment, which is the emergency 1 dealer for this area. We had one company submit a letter of “No Bid”, stating that they had 11-12 other trucks that they were working on and felt that their time was best spent capturing business they were assured of obtaining. With that being said, the majority of our fleet or emergency 1 apparatus we’ve had good service throughout the years. We have checked with other departments in the area and looked at other bids. These bids seemed to be very comparable if we had gotten them from another vendor, so it doesn’t appear to be anything out of the ordinary with these bid prices. If we do not purchase these apparatus during this session, there’s a five percent price increase coming up in early November, so it’s in our best interest to act expeditiously. We do not have to make any payments at the time of order; no payments will be due until delivery. It is our hope to have delivery right after the start of the 2015 budget year. Therefore, we have money left over from 2014, money from 2015, plus whatever money we get from the surplus sales of Engine #2 and Ladder #2.

I would also like to ask Council to declare both Engine #2 and Ladder #2 surplus equipment at this time so we can start the process to see what kind of money we can get for those trucks and be more financially cognizant. We would not dispose of or do anything with either apparatus without Council’s final approval. Attached are photos of all our fire apparatus which gives all the pertinent information, including dates and years. With this in mind, we have two more apparatus that will last past the 9.5 year finance date, but at that time, the next two apparatus to be replaced will be Engine #4 which is a 1992 E-1 pumper and Ladder #1, so the then-existing Council will find themselves in the same position we find ourselves in today of having to buy an engine and an aerial 6-10 years down the road.

If you have any questions, I’m here to answer them. I also have Fire Division staff here to assist with any questions that Council may have.

Engine 1



2007 E-ONE Custom Pumper
Cyclone II chassis 210" Wheelbase
Cummins ISM 450
Allison EVS4000 Automatic
Transmission
500 Gal UPF Poly Water
100 Gal UPF Poly Foam
Hale QMAX 2000 GPM Pump
Williams 1500V Foam System
Wilbur Nightscan Powerlite Tower
HURST Hydraulics - 100' Hannay Reels
Paratech Vehicle Stabilization System
Akron DeckMaster Remote Roof Monitor
SmartPower HR110 - 10 Kw Generator
SO#131949
VIN - 4EN3AAA8461001949
Six seated positions

Engine 2



1990 Ford 8000 Series/E-ONE Pumper
Caterpillar Diesel 3208 250 hp
Automatic Transmission
750 Gallon Water
Hale QSG 1250 GPM Pump
Honda ES5000SX Generator
VIN - 1FDYD8042LVA25171YC
Four seated positions

Engine 4



1992 E-ONE Pumper
Cyclone II Chassis
Cummins Diesel 300 hp
Allison Automatic Transmission
500 Gallon Water
100 Gallon Foam
Hale QSM 1500 GPM Pump
Feccon Around The Pump Foam System
Honda ES5000SX Generator
SO# 9729
VIN - 46J7BAA86N1009729
Six seated positions

Ladder 1



2001 E-ONE Quint
HP75 Side Stacker Aerial
Cyclone II T/C 210" Wheelbase
Cummins ISM450
Allison HD4060 Automatic Transmission
500 Gal UPF Poly Water
Hale QMAX 2000 GPM Pump
HURST Hydraulic Rescue Tools
Dual Akron Deck Monitors
Smart Power 8Kw Generator
SO# 124302
VIN - 4EN3AAA8111004302
Six seated positions

Ladder 2



1993 E-ONE HP75 Quint
Cyclone II T/C 210" Wheelbase
Detroit Diesel 450 hp
Allison Automatic Transmission
350 Gallon Water
Hale QSM 2000 GPM Pump
Hale HotShot 4Kw Generator
SO# 12605
VIN - 4ENDAAA82P1002605
Six seated positions

Tanker 1



1993 SEMO Tank/Ford 9000 Series
250 hp Ford Diesel
2850 Gallon Tanker
10" Electric Rear Dump Valve
Hale/Nissan Portable Pump
3000 Gallon Drop Tank
SO# 410103
VIN - 1FDYL90E5RVA03398
Two seated positions

Rescue 1



1995 Ford F350 Chassis
Custom Rescue Body
7.3 Power Stroke Diesel
Automatic Transmission
Hurst Hydraulic Rescue Tools
250 Gallon Water
On-board Grain Rescue System
VIN - 1FDLF47F3SEA08057
Two seated positions

Rescue 2



2004 Ford F450 4x4 Chassis
Custom Rescue Body
6.0 Power Stroke Diesel
Automatic Transmission
Hurst Hydraulic Rescue Tools
350 Gal UPF Poly Defender Skid Water
15000 lb. WARN Winch Front
12000 lb. WARN Receiver Winch Rear
Garmin GPS
On-Board Grain Rescue System
VIN - 1FDXF47P84EA86931
Two seated positions

Haz-Mat 1



2006 E-ONE Walk In Rescue
Cyclone II 210" Wheelbase
Cummins ISM 450
Allison EVS4000 Automatic
Transmission
35' Pelco Camera System
ZipDee Canopys
Exterior Command Board System
Roof Mount Air/Heat
ONAN 8Kw Hydraulic Generator
SO# 129468
VIN - 4EN6AAA8151009468

Unit 12



1997 Ford F350 XLT 4x4
7.3 Power Stroke Diesel
Automatic Transmission
100 Gal External Diesel Tank
Akron "OZZY" Oscillating Ground Monitor
WARN 12000 lb. Receiver Winch
VIN - 1FTHF36F9VEC63581
Two seated positions

Command 1



2008 Frontline/Freightliner
Mobile Command Center
Cummins ISM 450 Diesel
Allison EVS3000P Automatic
Kubota Diesel 25Kw Generator
Satellite Voice/Data communications
IP Telephone System
ACU2000 and Cisco IPICS interoperable
radios - Cellular phones
On-board Wireless Mesh Network
IP based Video Tele-conferencing
5 on-board Pelco Digital Video cameras
48' Antenna Mast w/Pelco Camera
2 Communication Operator's Positions
7 On Board Desktop Computer Systems
Conference Room (8 person)
VIN - 1FVACYBSX9HAJ6012

E.O.D. 1



2006 Ford F550 XLT4x4 Crew Cab
6.0 Power Stroke Diesel
Custom Rescue Body
Automatic Transmission
15000 lb. WARN Winch
Stellar 1500 lb. Lift Arm
Tommy Hydraulic Gate
Explosive Search PPE
Render Safe Equipment
Hazardous Item Removal Capability
VIN - 1FDAW57P66EC22911

E.O.D. 2



2006 E-ONE/Freightliner M2
Walk-in Rescue 188" Wheelbase
Mercedes 330 HP Diesel
Allison EVS3000P Automatic
Onan 10Kw Hydraulic Generator
Observation Platform
T.I.T.U.S. Andros Robot
EOD-9 Explosive PPE
X-Ray Source
Render Safe Equipment
Hazardous Item Removal Capability
VIN - 1FVACXDJ06HU63603
Three seated positions

S.O.G. 1



**2006 E-ONE/Freightliner M2
Walk-in Rescue 188" Wheelbase
Mercedes 330 HP Diesel
Allison EVS3000P Automatic
Onan 10Kw Hydraulic Generator
VIN - 1FVACXDJ06HU63604
Fourteen seated positions**

Council Letter

Council Letter: 14-09-14

Originating Department: Department of Public Safety

Subject: Resolution 14-09-01, Declaration of Surplus Property (Fire Apparatus)

To the Mayor and City Council:

Attachments:

1. Resolution 14-09-01 Declaration of Surplus Property

Action Options:

1. Adopt Resolution 14-09-01 declaring Engine #2 and Ladder #2 to be surplus equipment
2. Other action as may be deemed appropriate

Background:

The State Constitution and City Purchasing Policy set forth procedures for the disposal of City-owned surplus property. In compliance with these procedures, Staff is requesting Council authorization to dispose of Engine #2, a 1990 Ford 8000 Series Pumper and Ladder #2, a 1993 Emergency 1 High-performance 75' Quint Ladder Truck.

Staff recommends the adoption of Resolution 14-09-01.

RESOLUTION 14-09-01

A RESOLUTION OF THE CITY OF SIKESTON, MISSOURI DECLARING CERTAIN EQUIPMENT, VEHICLES AND ITEMS IN THE CITY'S INVENTORY TO BE SURPLUS PROPERTY AND AUTHORIZING ITS DISPOSAL.

WHEREAS, Certain equipment, vehicles and items in the City's inventory, due to its age or state of disrepair can no longer adequately perform the day-to-day operations of the City; and

WHEREAS, the City of Sikeston seeks to remove such items from its inventories to maximize operations, and while providing a safe and efficient environment for its employees.

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

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

Vehicles:

<u>Make/Model</u>	<u>VIN Number</u>
1990 Ford 8000-series Pumper (Engine 2)	1FDYD80U2LVA24171
1993 75' Quint Aerial Truck (Ladder 2)	4ENDAA82P1002605

Read this 29th day of September, 2014, discussed and voted as follows:

Burch _____, Graham _____, Gilmore _____,
Depro _____, Teachout _____, Harris _____, and Pullen _____,
thereby being _____.

Jerry Pullen, Mayor

Approved as to Form:
Charles Leible, City Counselor

ATTEST:

Carroll Couch, City Clerk

Council Letter

Date of Meeting: 14-09-29

Originating Department: Public Works Department

To the Mayor and City Council:

Subject: Authorization to Purchase Road Salt

Action Options:

1. Authorize Purchase
2. Other action Council may deem appropriate

Background:

This past winter, the city forces were challenged with more than a fair share of ice and snow to battle. We are doing our best to evaluate the tools we need to properly remove the snow and ice for this winter and future winters. We are in the process of acquiring three new snow plows outfitted for pretreating with salt brine solution. These trucks will be integral in fighting the ice and snow.

Another tool we use is rock salt that can be spread on the snow and ice after it has fallen. Salt lowers the freezing/melting point of water, and helps the ice thaw at a quicker rate. Rock salt is a key chemical that is used by most cities throughout the US. Last year we used around 250 tons, and we hope to have that much on hand this winter.

The problem is that there appears to be a shortage of rock salt nationwide. We have been actively looking for salt for months utilizing MoDOT contacts and staff from other cities, but until recently, we have not been able to find anyone with a supply or willing to sell to us. This past week, we did talk with a supplier from Pemiscot County Port that has made contacts with a salt mine in Texas that has some supply (for now) and is willing to deliver (see copy of email from supplier embedded below). The issue is cost.

In the past we have typically paid around \$60-\$65 per ton (not delivered) for salt when supply is abundant. Toward the winter we can pay around \$90-\$95 per ton (not delivered) for salt during times of high demand. Now that supply is almost non-existent, we are looking at a price of \$155 per ton delivered from Texas.

We hate to spend that kind of money on salt, but under the circumstances, staff feels we need to at least purchase 100 tons, so that we can ensure to have some supply on hand. There is the consideration of purchasing 200 or 250 tons now, but it would exceed our budget numbers set aside for chemicals in the FY2015 budget. *Note: The remaining budget for street related chemicals is \$26,597.50*

We can wait (per the email below), to see if supply increases and prices normalize, but there is no guarantee.

Staff recommends making a purchase at this rate of \$155/ton from the supplier in Caruthersville for at least 100 tons. We estimate we need a total of 250 tons for winter operations for a winter similar to last winter.

Example of Costs:

100 Tons	@ \$155/ton	\$15,500
150 Tons	@ \$155/ton	\$23,250
200 Tons	@ \$155/ton	\$31,000
250 Tons	@ \$155/ton	\$38,750

Copy of Email:

Brian,
Enjoyed visiting with you this morning.
It looks like salt delivered to you from out west would run approx. \$155/ton. I think we could get you a few loads delivered in the next 2-4 weeks.
I am hoping to have some in by barge in the Oct/Nov range that should be a cheaper delivered price. But, the when and what, I just don't know yet.
As "Dirty Harry" said..."do ya feel lucky?" I'll leave that up to you to decide.
Stay in touch,
Mark Wade
Oakley Missouri Inc.
Caruthersville, MO
573-359-2757
mwade@bruceoakley.com

Council Letter

Date of Meeting: 14-09-29

Originating Department: Public Works Department

To the Mayor and City Council:

Subject: Briefing on MoDOT Transportation Alternatives Program

Action Options:

1. No action required at this time

Background:

For years, MoDOT has offered funding to cities and counties for the development of infrastructure for bicycles and pedestrians. It has been part of the federal highway bills since the early 2000's. It has been called a number of things both correctly and incorrectly, such as Transportation Enhancements, Safe Routes to School, TEA21 and ISTEA. The latest highway bill, MAP-21, has combined some of these programs into a new category called Transportation Alternatives (or the TAP Program).

MoDOT has just released a call for applications, and released the guidelines. The primary focus is bike/ped projects such as ADA improvements, trails, or sidewalk/downtown projects.

The highlights of the program are as follows:

- SE District has a total of \$3.085M to award.
- Funding is 80/20. A 20% local match is required. Match must be cash. In-kind work is not allowed.
- Maximum Federal Fund request is \$400,000.
- Cities can apply for multiple projects. If more than one is submitted, applicant must list an order of priority.
- Applications are due 11/14/14.
- Projects must have final plans submitted no later than February of 2016. This would include any clearances associated with purchase of Right of Way.

A copy of the TAP guide is enclosed for your review.

Staff is recommending we apply for at least one project, and possibly two or three. Candidates that have been discussed so far include:

- Phase 2 of the Downtown Sidewalk improvements
- Extension of Trail along Salcedo between Kingshighway and Complex
- Trail along Railroad ROW
- Various ADA improvements all over town (Curb Ramps at multiple street intersections)
- SRTS Sidewalk along West St from Salcedo Road to Murray Lane



**Missouri Department of
Transportation**



**Transportation
Alternatives
2014**

Table of Contents
A Guide to Transportation Alternatives

	<u>Page</u>
I. Transportation Alternatives Activities	2
II. Project Eligibility Requirements	6
III. Important Information for Applicants	6
IV. Project Selection	7
V. Reasonable Progress Requirement	8
VI. Application Instructions	8
VII. Application	13
VIII. District and MPO Contacts	17
IX. Schedule for Project Selection and Programming	18
X. MoDOT's Reasonable Progress Policy	19

A Guide to Transportation Alternatives

Missouri Department of Transportation
August 2014

Transportation Alternatives Program (TAP) is authorized under the Moving Ahead for Progress in the 21st Century Act (MAP-21) to provide for a variety of alternative transportation projects, including many that were previously eligible activities under separately funded programs. The TAP replaces the funding from pre-MAP-21 programs including Transportation Enhancements, Recreational Trails, Safe Routes to School, and Scenic Byways, wrapping them into a single funding source.

The mission of the Transportation Alternatives Program is to improve our Nation's communities through leadership, innovation, and program delivery. The funds are available to develop a variety of project types located in both rural and urban communities to create safe, accessible, attractive, and environmentally-sensitive communities where people want to live, work, and recreate. The Transportation Alternative Program consists of: Transportation Alternative Definition, Recreational Trails Program (RTP), Safe Routes to School (SRTS) activities, and Boulevards from Divided Highways.

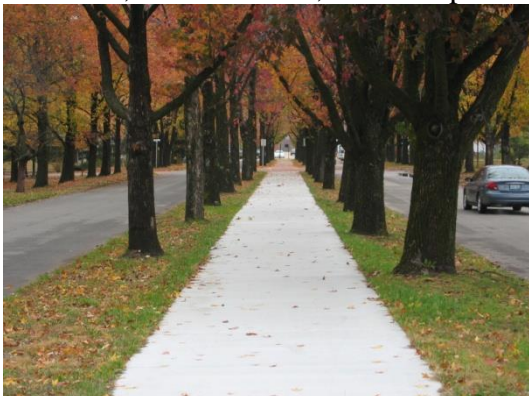
This guide will help an applicant through the application process. It provides tips for meeting state and federal requirements, and explains how a project progresses from start to finish.

Transportation Alternatives Activities

There are 11 possible transportation alternatives activity categories, which have been grouped into three groups by common characteristics. The following list of alternatives activities includes examples of each type of project. This list of projects is not comprehensive, but it offers examples of how transportation alternatives funding can be used. Although the federal government provides guidance and ensures compliance, states are responsible for selecting their own alternatives projects. To discuss specific eligibility guidelines, contact the local coordinator for the applicant's area identified on pages 17 and 18 of this document or view [Transportation Alternatives](#) on the Internet.

Pedestrian and Bicycle Group

Pedestrian and Bicycle Facilities Category: This category provides funding for new or reconstructed sidewalks, walkways, curb ramps, bike-lane striping, pedestrian and bicycle signals, traffic calming techniques, lighting and other safety-related infrastructure, wide paved shoulders, bike parking, bus racks, off-road trails, bike and pedestrian bridges, and underpasses.



City of St. James Hiking and Biking Path
City of St. James

The city of St. James' path consists of 10,520 feet of bicycle and pedestrian path, 5,055 feet of new curb and 75 curb ramps. This project allows bicyclists and pedestrians access to commonly used community facilities. Bicycle and pedestrian facilities must adhere to the Americans with Disabilities (ADA) standards.

Conversion of Abandoned Railway Corridors to Trails Category: This category provides funding for acquiring railroad rights of way; planning, designing and constructing multi-use trails; and developing rail-with-trail projects.



Urban Trail Corridor – Phase 7
City of St. Joseph

The St. Joseph Urban Trail is located on the historic Chicago and Rock Island Railroad corridor, connecting 9.2 miles of the St. Joseph Parkway System. This project converted the unutilized railway corridor to a bicycle and pedestrian facility that provides an east-west link to existing trails and sidewalks within the city of St. Joseph.

Safe Routes for Non-Drivers Activities Category: This category provides funding for construction, planning, and design 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, such as access to transit.

Recreational Trails Program (RTP) Activities Category: This category provides funding for all eligible Recreational Trails Program (RTP) Activities such as but not limited to: restoration of existing recreational trails, development and rehab of trailside and trailhead facilities, construction of new recreational trails, and the acquisition of easements and property for recreational trails.



City of Greenville
Old Greenville's Recreational Trail Project

The Old Greenville's Recreational Trail project constructed 2.23 miles of asphalt trail connecting the city of Greenville with the Old Greenville campground.

Safe routes to School (SRTS) Activities Category: This category provides funding for all eligible SRTS programs to improve the health and well-being of children by enabling and encouraging them to walk and bicycle to school. Activities include but are not limited to student education; walking school

bus program; and the installation of safety signage, flashing beacons, and sidewalks. Pedestrian and bicycle safety education is only eligible for non-infrastructure projects that benefit elementary and middle school children.



Cape Girardeau used SRTS Grant to install uniform safety signage and flashing beacons at eight different schools throughout the city.

Scenic and Natural Resources Group

Scenic Turnouts and Overlooks Category: This category provides funding for the construction of turnouts, overlooks, and viewing areas.

Stormwater Mitigation Category: This category provides funding to address storm water management, control, and water pollution prevention or abatement related to highway construction or due to highway runoff, including activities for runoff pollution studies, soil erosion controls, detention and sediment basins, and river clean-ups.



Upper Jordan Creek Greenway
City of Springfield

The Upper Jordan Creek Greenway Project develops land purchased by the city of Springfield for stormwater improvements. This project makes improvements to the water collection facility in order to help prevent erosion and pollution in the creek. It includes the naturalization of the current concreted channel and the upgrading of four box culverts. It also includes 5,000 feet of asphalt trail for bicycles and pedestrians. This project connects two parks, neighborhoods, schools, colleges and businesses. It also creates a link under Chestnut Expressway and to the downtown Jordan Valley Park area.

Wildlife Management Category: This category provides funding to address the reduction of vehicle-caused wildlife mortality; restoration and maintenance of connectivity among terrestrial or aquatic habitats.

Community Improvement Group

Streetscapes and Vegetative Management Category: This category provides funding for activities including but not limited to: Streetscapes (especially benefiting pedestrians), Junkyard screening and removal, and Landscaping related to transportation projects such as: vegetation management practices in rights-of-way to improve roadway safety, prevent against and removal of invasive species, and provide erosion control; projects to manage vegetation to improve sightlines and other safety considerations; and establishing living snowfences.

Historic Preservation & Rehab of Historic Transportation Facilities Category: This category supports the restoration of railroad depots, ferry terminals, bus stations and lighthouses, and the rehabilitation of historic roads, rail trestles, tunnels and bridges.



Restoration of the Old Appleton Bridge
Village of Old Appleton

The Village of Old Appleton Pedestrian and Bicycle Bridge Project restored this bridge constructed in 1879 by H. W. Sebastian and Company of St. Louis. A record flood washed the bridge off its piers and over the milldam in 1982. This project restored and remounted the bridge on higher pilings and makes the crossing accessible to bicyclists, pedestrians and equestrians. This project will improve the safety of the Lower Mississippi Delta Trail.

Boulevards from Divided Highways: This category helps fund converting divided highways to boulevards. Boulevards are defined as walkable, low-speed (35 mph or less) divided arterial thoroughfares in urban environments designed to carry both through and local traffic, pedestrians and bicyclists. Boulevards may be long corridors, typically four lanes but sometimes wider, serve longer trips and provide pedestrian access to land. Boulevards may be high-ridership transit corridors. Boulevards are for primary goods movement and emergency response routes and use vehicular and pedestrian access management techniques. Curb parking is encouraged on boulevards.



Project Eligibility Requirements

To sponsor a Transportation Alternatives project, an applicant must follow the state and federal rules for using federal funds. The state and federal guidelines for these projects can be found in the Local Public Agency Manual at [http://epg.modot.org/index.php?title=Category%3A136_Local_Public_Agency_\(LPA\)_Policy](http://epg.modot.org/index.php?title=Category%3A136_Local_Public_Agency_(LPA)_Policy) and the Code of Federal Regulations, respectively. A Transportation Alternatives project must adhere to the following guidelines. Local committees can apply tighter guidelines at their discretion. Please contact the appropriate MoDOT district staff listed on page 17 of this guide for more information.

- Meet at least one of the 11 transportation alternatives activity categories.
- Have a direct relationship to an intermodal transportation system in terms of function, proximity or impact
- Involve activities that are over-and-above normal transportation practice
- Provide public access for at least 25 years. The property must be either owned by the project sponsor or involve a permanent lease.
- Have a project maintenance plan for at least 25 years.
- Be sponsored by a local government or public agency. DOT's, MPO's, RPC's and non-profit organizations are not eligible sponsors for TAP funds.
- Provide a local match of at least 20 percent of the total project cost or the minimum required by the local committee.
- Meet any requirement established by local committee for maximum project funding.
- Be governed by the Local Public Agency Manual and other design guidance adopted by the local committees

Important Information for Applicant

Project sponsors should keep in mind the following information.

- This program **reimburses** the project sponsor for costs incurred. It does not provide money up front.
- A large or expensive project may be split into phases. Each phase must be applied for and approved individually.
- The funds allocated to a project are fixed. The project sponsor must pay all costs incurred in excess the funding allocated to the project. Therefore, it is important to develop a good estimate for the project application.
- The majority of projects will go through a competitive bid process for construction. In some cases, design and/or construction inspection may be done by public forces if city has a professional engineer on staff.
- Provide a local match of at least 20 percent of the total project cost or the minimum required by the local committee.
- Project sponsors must have a qualified person of responsible charge that administers the project. Qualification of sponsor personnel can be obtained by attending a 4-hour LPA Basic Training course provided by MoDOT.

- Consultants that complete the project application for **free** are not eligible for the design or inspection of the project. Consultants must be paid at a fair market value for all preliminary work to complete the application to be eligible for the next phase of the project.

Project Selection

To encourage public involvement in transportation planning, projects are selected through a Local Competitive process.

The funds are distributed to the Transportation Management Areas (TMA) and MoDOT districts based on relative population. TMAs are metropolitan planning organizations for areas with a population greater than 200,000. Each TMA has developed its own process for project selection. Currently, Missouri has three TMAs (EWGCOG – St. Louis area, MARC – Kansas City area, and OTO – Springfield area). Outside the TMAs, each MoDOT district will identify a local selection committee.

Example of Funding Distribution

Selection Process	% Population	2014-2016
Local		
St. Louis (EWGCOG)	34.68%	\$10.874 Million
Kansas City (MARC)	17.78%	\$5.575 Million
Springfield (OTO)	4.62%	\$1.449 Million
NW District	4.92%	\$1.543 Million
NE District	4.84%	\$1.518 Million
KC District	3.00%	\$0.941 Million
CD District	10.39%	\$3.258 Million
SW District	9.93%	\$3.114 Million
SE District	9.84%	\$3.085 Million
Total	100.00%	\$31.355 Million

The population data used in the distribution of funding is based on the Census 2000. It will not be updated based on census projections. The next revision to the population data will come from the 2010 census.

The local application process steps are as follows.

1. Solicit for project applications.

The application included in this guide is an example application for the selection process. Applications for the local and TMA processes may be modified. The MoDOT district Transportation Alternative Program (TAP) fund representative will be able to supply applicants with the correct application and number required. See page 17 for the list of contacts.

2. Applications will be reviewed and rated by the appropriate selection committee. Funding will be applied to the projects selected by the committee. In the event the project cost exceeds the available funding, the applicant will have the option to (1) fund the unfunded amount, or (2) remove the project from consideration.

The local committee membership will be diverse. It must consist of at least five members. The local committee may include representatives from Regional Planning Commissions, Metropolitan Planning Organizations, historic preservation advocate, bicycling advocate, pedestrian advocate, water quality advocate, architectural landscaping advocate, Missouri Department of Transportation, Department of Natural Resources, Missouri Department of Conservation and Federal Highway Administration.

3. MoDOT staff will notify the applicant of the committee's decision.

Reasonable Progress Requirement

There is a reasonable progress policy for federally funded projects administered by MoDOT. This policy has two objectives: (1) ensure that federal funds will be programmed for a project within one year of the funds being allocated by MoDOT; and (2) ensure that once a project is programmed it will be built or implemented. These two objectives will allow the state and its citizens to get the maximum benefit from its federal Transportation Alternatives funds. Transportation Management Areas (TMA) with a Reasonable Progress Policy in place will be exempt from MoDOT's Reasonable Progress Policy. A copy of the Reasonable Progress Policy is provided on page 19 and 20 of this document. The Reasonable Progress Policy is a general policy that addresses several pass-through federal funding programs. Contact the appropriate MoDOT staff listed on page 17 for clarification.

Application Instructions

The application, application deadline information and corresponding guidance are available from any MoDOT district office, the MoDOT Central Office in Jefferson City or on the MoDOT Web site at <http://www.modot.mo.gov/business/manuals/localpublicagency.htm>. Projects in areas with a population greater than 50,000 must also submit an application to the appropriate Metropolitan Planning Organization. **All applications must be postmarked by noon on the designated application deadline day.** (MPO and MoDOT district contact information is located on pages 17.)

- Local projects: Submit the specified number of copies to the appropriate TMA or district contact.
- Applications must be typed. The application can be found at <http://www.modot.mo.gov/business/manuals/localpublicagency.htm> in electronic format.
- Project applications should be stapled in the upper left-hand corner. Do not use covers, binders, tabs or any other device.

Tips for successful applications include the following.

- Have a realistic completion plan
- Plan for cost increases and inflation
- Plan for long-term maintenance
- Check and double-check application for completeness and accuracy

- Be creative
- Provide photographs of the proposed project location
- Determine if the project complies or conflicts with MoDOT's Long-Range Transportation Plan and Statewide Transportation Improvement Program, and any local or regional long-range plan or Transportation Implementation Program
- Review all of the scoring procedures, and answer all questions

The Application Step-by-Step

The following section provides an explanation and/or instructions for each question on the application. The application begins on page 13.

A) Project Sponsor Information

Please identify the agency or governmental organization that will be responsible for incurring costs and completing the project. DOT's, MPO's, RPC's and non-profit organizations are not eligible sponsors for TAP funds. If funding is awarded, the contact person will become the primary contact. The contact person is expected to be aware of all rules and regulations for the program and serve as MoDOT's primary source for project information.

B) Basic Project Information

This information is used to track each project. The project must be available for public use for at least 25 years. Please indicate if a fee will be charged for public access to the project, and if so, how much that fee will be. If a fee is charged, describe how the funds raised from the fee will be used.

C) Project Location Information

1) The project location should be accompanied by a map that must be 8 ½ inches by 11 inches in size. The location information may include a legal description of the land on which the project will take place.

2) If the project is a part of a previous transportation enhancement project, indicate the project number. If right of way acquisition is required for this project, the applicant must comply with the Uniform Relocation Assistance and Real Property Acquisition for federal and federally assisted programs (49 CFR Part 24) www.gpoaccess.gov/cfr/index.html. If the project is to be located on MoDOT right of way, the applicant will need to verify the exact project location with MoDOT. The available right of way will vary from urban to rural areas. Any activity that takes place within the MoDOT right of way requires permission from the appropriate district office. A letter of concurrence from the applicable Area Engineer at MoDOT must be included with the application.

D) Transportation Alternatives Categories by Group

Choose the applicable alternatives categories that best describe the project. Example project types can be found on pages 2 through 5 of this guide. Check all applicable categories. The categories have been combined into three groups to help facilitate the selection process within each MoDOT district. Multiple groups are permitted.

E) Project Description

The project description provides a concise overview of the proposal. Describe the overall concept of the project. Include major components such as width, length and material types. Other items to note include creative or innovative designs, safety features, maintenance standards or unique features. **All applicants are required by law to comply with the Americans with Disabilities Act (ADA) of 1990.** Applicant must refer to the Uniform Federal Accessibility Standards (UFAS) and the Americans with Disabilities Act Accessibility Guidelines (ADAAG) for complete details on making the project accessible (if applicable).

The applicant is required to also follow any state and local accessibility codes. Drawings and photographs must be on 8 ½ inches by 11 inches paper and must be attached.

All projects funded through the Transportation Alternatives Program must have a link to the surface transportation system – highways and roads, railroads and bicycle or pedestrian facilities. Surface transportation includes transport by both land and water. Transport by water encompasses features such as canals, lighthouses, and docks or piers connecting to ferry operations.

A project must have a strong link to surface transportation in order to adequately compete for this funding. The relationship that the project has to surface transportation may be a combination of function, proximity and/or impact.

- Function – The project will serve as a functional part of the transportation system; for example, the construction of bicycle and pedestrian facilities.
- Proximity – The project is located within the immediate vicinity of the transportation system and may be visible to the general public, such as the construction of scenic overlooks or viewing areas. Proximity alone is not enough to establish the relationship to surface transportation. For example, a hotel located adjacent to a state highway would not automatically be eligible to receive enhancement funds just because it is located within the view of the highway.
- Impact – The project has a physical impact on the transportation system, such as retrofitting an existing highway by creating a wetland to filter runoff from the highway. In this example, the alternatives funds would be used to mitigate the pollution from the runoff. Projects with this type of transportation relationship are usually associated with ongoing or planned highway projects.

F) General Cost Estimate

In the application you will find the cost estimate to fill out. Remember the transportation alternatives funding is a reimbursement program, so the applicant must have funding available for the non-federal match and the federal share. Design and preliminary engineering costs are allowable. A project may score higher if a local public agency wants to contribute more than 20 percent.

Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the sponsor has not paid the vendor prior to receiving reimbursement, the sponsor must pay the vendor within two (2) business days of receipt of funds from MoDOT.

Consider the following issues when filling out the project description on the application:

- Safety, Environmental and Traffic Impacts
- Quality of Life of the Community
- Relationship to Surface Transportation
- Long-Range Plan
- Partnerships and Public Involvement
- Long-Term Maintenance (25 year maintenance plan)
- Past Experience
- Environmental and Cultural Resource Consideration



BEFORE COMPLETING THIS APPLICATION, PLEASE NOTE THE FOLLOWING:

- Eligible projects must be one of the 11 possible Transportation Enhancement activities. Eligible locations include all areas within the Southeast District’s counties: Bollinger, Butler, Cape Girardeau, Carter, Douglas, Dunklin, Howell, Iron, Madison, Mississippi, New Madrid, Oregon, Ozark, Pemiscot, Perry, Reynolds, Ripley, Scott, Shannon, St. Francis, Ste. Genevieve, Stoddard, Texas, Wayne, and Wright.
- Minimum **Federal Funds** requested must be: **\$50,000**, except for Safe Routes to School (SRTS) Activities Category that are non-infrastructure projects which must be a minimum of \$20,000.
- Maximum **Federal Funds** that can be requested per project: **\$400,000**.
- All costs on projects that exceed the federal maximum will be the local agency’s responsibility.
- Please include photos of project location.
- If a local agency elects to submit more than 1 application, that agency **must** list an order of priority for the applications submitted.
- A minimum of a 20% local match is required.
- All projects must have final plans, specifications and estimate (PS&E) submitted to the Southeast District office no later February 1, 2016. Projects submitted after this deadline are subject to withdrawal.
- *Eight (8) Copies of the Application and one (1) electronic copy (if possible) must be received on or before 12:00 p.m. (noon) CST on Friday, November 14, 2014. Applications should be sent to: MoDOT Willow Springs Southeast Office at 3956 East Main in Willow Springs, Missouri 65793 (Attn: Elquin Auala) and [Elquin.Auala@modot.mo.gov] or MoDOT Southeast District Office at 2675 North Main – P.O. Box 160 in Sikeston, MO 63801 (Attn: Joe Killian).*
- *Applications must be on form provided. The application and all attachments must be on 8-1/2 X 11 sheets.*

Notes to Applicants:

- Local agency must have a Person of Responsible Charge who has completed the MoDOT/FHWA LPA Certification Training. Additional information can be accessed at http://www.modot.org/business/lpa/cert_train.htm
- Projects must comply with federal requirements identified in the Code of Federal Regulations – Title 23 and the Local Public Agency Manual. Additional information can be accessed at <http://www.modot.org/business/manuals/localpublicagency.htm>
- Projects must be designed and inspected by a licensed Professional Engineer, except for the projects in the Safe Routes to School (SRTS) Activities Category that are non-infrastructure projects.
- **NO** In-Kind match, work by local forces, or donated credit for construction will be allowed on these applications.

TRANSPORTATION ALTERNATIVES FUNDS PROGRAM APPLICATION

District Competitive

STP # _____ (to be assigned by MoDOT)



Application Date: _____

Date Approved: _____

A. PROJECT SPONSOR INFORMATION

First Sponsor Name: _____

Contact Person: _____

Title: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

Second Sponsor Name: _____

Contact Person: _____

Title: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

Person of Responsible Charge: _____
Name Phone Number

Person of Responsible Charge email address:

Person of Responsible Charge Signature:

Has the Person of Responsible Charge from the Local Public Agency Attended the MoDOT/FHWA LPA Certification Training? Yes / No (circle one)

Name: _____

Date of Training _____

Location Attended: _____

B. BASIC PROJECT INFORMATION

Project Title: _____

SE District _____ County: _____

Metropolitan Planning Organization (if applicable): _____

Will the project be open to the public for at least 25 years? Yes No

Will a fee be charged for public access? If yes, how much? _____ Yes No
If yes, explain how the fees charged will be used.

C. PROJECT LOCATION INFORMATION

1. Where is the project located? Attach a map no larger than 8 ½ inches by 11 inches.

2. Please check the appropriate box for each question.

➤ Is the project a component or extension of a previously awarded transportation enhancement project?
If so, give the project number: STP-_____ Yes No

➤ Does all right of way necessary for the project fall within public ownership or lease? Yes No

➤ Does the project sponsor own the right of way? All Some None

➤ If not all, does the applicant have an option on the property executable within one year of application? Yes No

➤ Have utilities been cleared or considered for the project? Yes No

➤ If right of way acquisition is necessary, is the applicant willing to exercise condemnation authority to acquire? Yes No

D. ALTERNATIVES CATEGORIES BY GROUP

Check all that apply. A project may overlap groups. A project may score higher if multiple categories apply, provided that the applicant effectively demonstrates how this will be successful and how the multiple categories will complement one another.

1. Pedestrian and Bicycle Group

- Transportation facilities for pedestrians and bicycles
- Recreational Trails Program (RTP) Activities
- Safe Routes to School (SRTS) Activities
- Preservation of abandoned railway corridors, including conservation and use thereof for pedestrian and bicycle trails

- Safe routes for non-drivers, including infrastructure-related projects

2. Scenic and Natural Resources Group

- Scenic turnouts, overlooks and viewing areas
- Mitigation of water pollution due to highway runoff
- Wildlife management, including projects that reduce vehicle-caused wildlife mortality by maintaining habitat connectivity.

3. Community Improvement Group

- Streetscapes and Vegetative management activities
- Historic preservation of historic transportation buildings, structures or facilities
- Boulevards from Divided Highways

E. PROJECT DESCRIPTION

<Detailed Description including scope of work and the limits of the project, including where it starts and stops, including items at the bottom of page 11. Please include photographs of the proposed project location, etc. Please add as many pages as needed to completely describe project.>

F. PROJECT BUDGET

	Federal Share Request	Local Match	Total Cost
Design/Preliminary Engineering	\$ _____	\$ _____	\$ _____
Right of Way	\$ _____	\$ _____	\$ _____
Utility Relocation	\$ _____	\$ _____	\$ _____
Construction	\$ _____	\$ _____	\$ _____
Construction Inspection	\$ _____	\$ _____	\$ _____
Other (please specify below)	\$ _____	\$ _____	\$ _____
Other (please specify below)	\$ _____	\$ _____	\$ _____
Total Project Cost	\$ _____	\$ _____	\$ _____

Include the Local Agency match percentage you are proposing in the Total Project Cost (**minimum is 20%**) _____ %

Other (please specify):

Name and title of individual who prepared the cost estimates for this project:

Printed Name of Preparer **Preparer's Title** **Preparer's Phone Number**

Notes to Applicants:

1. Pro-Rata Share for projects will be a minimum of 80/20. A minimum 20% match will be required.
2. Maximum Federal Funds requested cannot exceed \$400,000.
3. With a 20% local match required, the maximum project size will be \$500,000.
4. Projects must be designed and inspected by a Professional Engineer, whether a city employee or contracted consultant (except Safe Routes to School Activities Category that are non-infrastructure).
5. Consultants that complete the project application for **free** are not eligible for the design or inspection of the project. A consultant cannot be used to produce this application, unless paid for up front by the LPA. This money cannot be reimbursed and the LPA has to pay Fair Market Value to the consultant. Also, all information used to produce this document has to be made available to all consultants who wish to send a RFQ for this project.

For more information, please contact Elquin Auala at 417-469-6286 or by e-mail at elquin.auala@modot.mo.gov

DISTRICT INFORMATION

SE District

MoDOT Southeast

Elquin Auala

3956 East Main Street

Willow Springs, MO 63801

(417) 469-6286

District Office located at:

2657 North Main Street, P.O. Box 160

Sikeston, MO 63801

Statewide Local Programs Administrator

MoDOT-Transportation Program Management

Kenny Voss

(573) 526-2924

METROPOLITAN PLANNING ORGANIZATION

Cape Girardeau

Molly Hood

Southeast Metropolitan Planning Organization

City of Cape Girardeau

401 Independence Street

Cape Girardeau, MO 63703

(573) 339-6327

**2014 Application
Transportation Alternative Program
Southeast District – Sikeston**



PROGRESS MILESTONES TO BE COMPLETED ON AWARDED PROJECTS

January 9, 2015 – Project selection announcement.

January 21, 2015 – (tentative) - Mandatory workshop for awarded agencies.

February 1, 2015 – Advertisement for consultant services submitted to MoDOT for posting on MoDOT LPA website.
(if applicable)

April 1, 2015 – Engineering Services Contract approved by FHWA/MoDOT
Authority to proceed with design issued.

October 1, 2015 – Preliminary plans submitted to MoDOT.

February 1, 2016 – All final plans, specification, and estimate (PS&E) **must** be submitted to MoDOT for approval

June 1, 2016 – Construction award.

Any delay in project milestones could potentially put the federal funding in jeopardy for awarded applications.

REASONABLE PROGRESS POLICY

Policy

This policy is to ensure the State of Missouri is getting the maximum benefit of its federal transportation funds. The policy has two objectives: (1) ensure that federal funds will be programmed for a project within one year of the funds being allocated by the Missouri Department of Transportation; (2) ensure that once a project is programmed, it will be constructed.

Transportation Management Areas with a Reasonable Progress Policy in place will be exempt from MoDOT’s Reasonable Progress Policy. However, the TMAs’ federal fiscal year ending balance will not be allowed to exceed a total of three years of allocation for that TMA. Any funds over the three-year allocation will be reprogrammed in the TMA area at the discretion of MoDOT and the TMA.

Procedures

The time frames shown represent maximum expected times for implementation approvals and concurrences; schedules will vary depending on project type. Actual progress towards implementation will be measured against the schedule submitted by the entity.

Project Development/Implementation Schedule:

<u>Phase</u>	<u>Maximum Time Frame</u>	<u>Funds Obligated</u>
1. Allocation of Funds	0 Months	No
2. Project Programming*	1 Months	No
3. Engineering Services Contract Approval	4 Months	Yes
4. Preliminary and Right of Way Plans Submittal (if applicable)	8 Months	No
5. Plans, Specifications & Estimate (PS & E) Submittal	12 Months	No
6. Plans, Specifications & Estimate (PS & E) Approval	14 Months	Yes
7. Construction Contract Award	16 Months	Modified
8. Final Certification/Project Closeout**	Variable	Modified(as needed)

* The completion of the Project Programming phase is defined by submitting the approved project’s programming data form to MoDOT and the project receiving a federal project number from MoDOT.

**The time lapse between Construction Contract Award and Project Closeout will depend on project type. Final Certifications as discussed in Section XI must be submitted to the appropriate MoDOT district representative 60 days after final inspection.

1. Reasonable Progress

For all federal-aid funds, “reasonable progress” shall have been made if a project has been programmed within one year of funding allocation. Verifiable steps toward achieving reasonable progress shall include submittal of all required documents to the appropriate MoDOT district office, entering into an Engineering Services Contract (if retaining outside engineering services) and initiation of the development of preliminary plans.

The development of right of way, utility and railroad plans, if required, should be concurrent with preliminary plan development. The authorization to proceed with right of way negotiations should begin once MoDOT approves right of way plans. The award of the construction contract should occur no later than one year after the plans, specifications and estimate approval.

2. Policy Enforcement

If the allocated federal funds are not programmed for a specific project within one year, MoDOT will request information from the MPO or entity as to the planned use of the allocated funds. The MPO or entity will be required to provide a written explanation within 30 days of the notification as to the status of funds and a time line for their use. If adequate information is not received, MoDOT will pull the allocated funds from the entity and redistribute at the department's discretion.

If a project falls six months behind schedule at any point in its development, without a written explanation provided by the entity and approved by MoDOT, the entity and/or MPO will be contacted by MoDOT requesting information as to the cause of the delays. A letter will notify the entity of the schedule lapse and the possible implications of further delays. The entity and/or MPO will be required to reply in writing within 30 days of the letter date as to the project status and provide a revised timeline for the project. The entity will be allowed to reschedule a project one time after MoDOT has programmed a project. Any shifts in subsequent phases of a project caused by that rescheduling (if identified at the time of the rescheduling) will not be considered a separate change.

If a project falls one year behind the Project Development/Implementation Schedule at any phase, MoDOT will notify the entity and/or MPO of the schedule lapse by letter. The notification will serve as a final notice, giving the entity an opportunity to respond to the situation before MoDOT takes action. Information about the project will be submitted to MoDOT within 30 days of the letter date. The information will include:

1. Project status,
2. Current phase of project implementation, and
3. Funds obligated and spent on the project.

Actions taken by MoDOT may include removal of the project, which, per federal requirements, would require the entity to repay any federal funds spent on the project. The MPO and MoDOT will make the ultimate decision regarding the disposition of each project.

It **is not** the responsibility of MoDOT to keep the entity informed as to the status of the project. The entity will keep MoDOT informed as to any delays and/or unforeseen conditions that may hinder the project's progress. Failure to provide the required documentation will cause the project to be withdrawn and the funds redistributed at the discretion of MoDOT or the MPO. Federal regulations require the entity to repay any federal funds spent on a cancelled project. The project sponsor would be required to repay these funds prior to the programming of any future projects.

In addition, project sponsors failing to fulfill the obligations as stated in the contract agreement or showing reasonable progress for any project will not be allowed to request future project funds for a minimum period of one year, and then only with the approval of MoDOT.

Transportation Alternatives Implementation Plan

DISTRICT COMPETITIVE PROCESS

Solicitation of Applications (September 3, 2014 – November 14, 2014)

- MoDOT district liaison engineers will send their modified district applications to prospective interested parties within their district.

Project Scoring and Rating (November 14, 2014 – January 9, 2015)

- District committee will meet to review all applications submitted within their district that meet the minimum federal requirements.
- Committees may interview each applicant in their district to gain more insight into the project at their discretion.
- Committees will score the projects within their district according to the approved rating system for the district. Documentation of the committees' rating and selection of projects should be kept at the district in case questions arise.
- Funding will be applied to projects selected by the committees. It is implied that the highest rating projects will be funded; this may not always be the case. The ratings are intended to be a tool for identifying good projects.
- If necessary, the district committees may offer an applicant partial funding for a project. The applicant has the option whether or not to accept the offer.
- When all funding has been distributed, and the MoDOT district leadership concurs with the list of projects, the committees will send a list of funded projects to Resource Management.
- Each list of projects will need to provide the following information: project title, project sponsor, project description, total project cost, percent of federal funds applied (80 percent maximum) and the maximum federal funds.

TMA PROCESS

- Transportation Management Areas will determine their own selection process and timeline for selecting projects.
- TMAs should develop a coordinated schedule so projects are submitted to the commission no more than twice a year, including the September submittal.