



TENTATIVE AGENDA

City of Sikeston

**SPECIAL CITY COUNCIL MEETING  
SIKESTON CITY HALL**

**Monday, December 29, 2014  
11:30 A.M.**

- I. CALL TO ORDER
- II. RECORD OF ATTENDANCE
- III. OPENING PRAYER
- IV. PRESENTATION

Recognition of Former Prosecuting Attorney Daniel Norton

- V. PUBLIC HEARING

Main & Malone TIF District

- VI. ITEMS OF BUSINESS

- A. 1<sup>st</sup> Reading, Bill #5973, Consideration & Adoption of the 60 West TIF Plan & Project
- B. Briefing/Award of Applegate/John R. Blvd. Street & Drainage Projects
- C. Consideration and Approval of Sikeston Area Humane Society Contract for Animal Shelter Services
- D. Council Consideration & Acceptance of 5-Year Capital Plan FY16-FY-21
- E. Consideration & Approval of Memorandum of Understanding Regarding Bootheel Golf Course Clubhouse
- F. Other Items As May Be Determined During the Course of the Meeting

- VII. ADJOURNMENT INTO EXECUTIVE SESSION

Property (RSMo 6.10.021(2))

- VIII. ADJOURNMENT

Dated this 22<sup>nd</sup> day of December 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**

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Date of Meeting: 14-12-29

Originating Department: Administrative Services

To the Mayor and City Council:

Subject: Main and Malone TIF Public Hearing

Action Options:

1. Legal Notice
2. Public Hearing Summary

Background:

RSMo 99.865 requires a public hearing be held every five years after the adoption of a TIF redevelopment plan to determine if the project is making satisfactory progress. This public hearing fulfills the statutory requirement.

**LEGAL NOTICE**

In accordance with RSMo. 99.865, a **public hearing** will be held in the City of Sikeston Council Chambers, on Monday, December 29, 2014, at 11:30 am., regarding the Main and Malone Tax Incremental Financing District. The purpose of the hearing shall be to determine if the redevelopment project is making satisfactory progress under the proposed time schedule contained within the approved plan for completion of the project.  
#194, #199, #204,  
#208

CITY OF SIKESTON, MISSOURI

MAIN AND MALONE TIF DISTRICT

PUBLIC HEARING

RSMo. 99.865 requires a public hearing every five years after adoption of a TIF redevelopment plan. The purpose of the hearing is to determine if the redevelopment project is making satisfactory progress under the proposed time schedule contained within the approved plan for completion of the project.

In 2004, the City of Sikeston approved a redevelopment agreement for the area located at the Northwest corner of the intersection of Main and Malone.

The estimated total cost of the project was \$ 8,250,000 of which \$ 1,700,000 was authorized for TIF reimbursable expenditures.

Notes to be retired by TIF revenues originally totaled \$ 1,650,000. As of June 30, 2014, the remaining outstanding principal is \$ 965,956. During the fiscal year ended June 30, 2014, \$ 176,437 in principal was retired. At the most recent retirement rate, it is estimated the notes will be retired in approximately five to six years which will be before the maximum period authorized by TIF legislation, which ends in the year 2027.

# Council Letter

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Date of Meeting: December 29, 2014

Originating Department: City Manager

To the Mayor and City Council:

Subject: Sikeston 60 West TIF District

Attachment(s):

1. TIF Commission Resolution
2. Ordinance 5973, approving the Redevelopment Plan and Redevelopment Project Area 1
3. Draft Redevelopment Agreement
4. Draft Intergovernmental Agreement
5. Redevelopment Plan (Hard Copies Available at Council Meeting)
6. Cost-Benefit Analysis (Hard Copies Available at Council Meeting)

Action Options:

1. Receive TIF Commission Recommendation; and
2. Conduct First Reading of Ordinance 5973, approving the Redevelopment Plan and Redevelopment Project Area 1; and
3. Receive Briefing on Redevelopment Agreement with Developer, and
4. Receive Briefing on Intergovernmental Agreement with New Madrid County.
5. Other Action Council May Deem Necessary

Background:

At its December 3, 2014, meeting, the Sikeston Tax Increment Financing (TIF) Commission recommended approval of the Sikeston 60 West TIF District (see attached resolution). Remaining steps in the TIF process are as follows:

1. City Council considers adoption of an ordinance approving the Redevelopment Plan and Redevelopment Project (first reading on December 29 and second reading on January 5).
2. Negotiation and adoption of a Redevelopment Agreement between the City of Sikeston and the developer, Sikeston Development Company, LLC (see discussion below).
3. Negotiation and adoption of an Intergovernmental Agreement between the City of Sikeston and New Madrid County (see discussion below).

Additionally, standard development process approvals such as rezoning, site planning, etc. will have to be obtained by the developer prior to construction. City staff will also begin planning and coordination of the infrastructure improvements.

#### Redevelopment Agreement:

The Redevelopment Agreement sets forth the respective responsibilities of the city and the developer regarding the TIF district. This agreement does not have to be approved concurrently with the ordinance approving the Redevelopment Plan and Redevelopment Project, but it does have to be approved before the TIF district can be considered fully authorized. Among other specifics, the agreement sets forth that the city will complete the infrastructure improvements and will be reimbursed 46.7% of the TIF revenues until the infrastructure improvement costs are reimbursed to the city. The total costs of the street, water, sewer, and storm sewer infrastructure were previously estimated at \$667,000. The new estimate, based on a recent bid the city received for concrete work, is \$710,000. The city would finance these costs out of the Essex Economic Development Fund, which would then be reimbursed over time as the TIF revenues are received. City staff will work closely with the developer to time the construction of the infrastructure improvements, so that significant improvements are not built before the private development is underway, and to ensure that the infrastructure improvements are completed to facilitate timely opening of the movie theater.

City staff will be discussing the Redevelopment Agreement with the developer in the coming days, and will present an agreement for City Council consideration at a future date.

#### Intergovernmental Agreement:

In recent years, numerous significant developments in Sikeston have taken place on the New Madrid side of the county line. Many residential homes have been built, Three Rivers College is about to open, and businesses including Wal-Mart, Colton's, Lowe's and others generate tremendous tax revenue for New Madrid County. Economic development in Sikeston is very important to New Madrid County.

City staff has had informal discussions with the New Madrid County Commission regarding their ability to participate in the financing of the infrastructure improvements. City staff believes that New Madrid County may be willing to enter into an agreement whereby New Madrid County would cover half of any shortfall in TIF reimbursement to the City of Sikeston.

The following example is for illustration purposes only, as the particulars of the Intergovernmental Agreement have not been agreed to by either Sikeston or New Madrid County. The Cost-Benefit Analysis initially projects \$48,700 in total annual incremental revenues for TIF. That amount would be split 46.7/53.3 between the city and developer, therefore projected TIF revenues to the city would be approximately \$22,743. The draft version of the Intergovernmental Agreement calls for a 15 year amortization of \$710,000 at a 3% interest rate, which comes out to \$58,838 annually. Therefore, under the draft Intergovernmental Agreement, and if all of the revenues come out as projected here, the shortfall between the TIF revenues to the city and the amortized infrastructure

costs would be \$36,095 annually, and New Madrid County would contribute \$18,047 to the city to help cover those costs.

These numbers take into account only the movie theater development. If additional development takes place in the TIF district, or if the revenues generated by the movie theater are greater than projected in the Cost-Benefit Analysis, the shortfall would be less than shown in the example above.

City staff will be discussing the Intergovernmental Agreement with the New Madrid County Commission in the coming days, and will present an agreement for City Council consideration at a future date.

**RESOLUTION OF THE TAX INCREMENT FINANCING COMMISSION OF THE CITY OF SIKESTON, MISSOURI, APPROVING THE SIKESTON 60 WEST TAX INCREMENT FINANCING REDEVELOPMENT PLAN, APPROVING THE RPA 1 REDEVELOPMENT PROJECT DESCRIBED IN THE REDEVELOPMENT PLAN, AND EXPRESSING ITS RECOMMENDATIONS TO THE CITY COUNCIL OF THE CITY OF SIKESTON, MISSOURI.**

**WHEREAS**, the City Council of the City of Sikeston, Missouri, has duly created the Tax Increment Financing Commission of the City of Sikeston, Missouri (the "TIF Commission"); and

**WHEREAS**, the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended (the "Act"), authorizes the TIF Commission to hold public hearings with respect to proposed redevelopment areas, redevelopment plans and redevelopment projects and to make recommendations thereon to the City Council; and

**WHEREAS**, the TIF Commission has reviewed a plan for redevelopment known as the Sikeston 60 West Tax Increment Financing Redevelopment Plan, a copy of which is attached hereto as **Exhibit A** (the "Redevelopment Plan"), for an approximately 175-acre area generally located north of Highway 60 and west of the existing Wal-Mart Supercenter in the City (the "Redevelopment Area"); and

**WHEREAS**, the Redevelopment Plan divides the Redevelopment Area into three redevelopment project areas, referred to as "RPA 1," "RPA 2" and "RPA 3"; and

**WHEREAS**, the proposed redevelopment project for RPA 1 (the "RPA 1 Redevelopment Project") provides for the construction of commercial uses, including a movie theatre, and associated public improvements; and

**WHEREAS**, after all proper notice was given, the TIF Commission held a public hearing in conformance with the Act on November 19, 2014 and continued on December 3, 2014, and received comments from all interested persons and taxing districts relative to the approval of the Redevelopment Plan, approval of the RPA 1 Redevelopment Project, and designation of the Redevelopment Area;

**NOW, THEREFORE, BE IT RESOLVED BY THE TAX INCREMENT FINANCING COMMISSION OF THE CITY OF SIKESTON, MISSOURI, AS FOLLOWS:**

1. The Redevelopment Plan, attached hereto as **Exhibit A**, the Redevelopment Area described therein and the RPA 1 Redevelopment Project are hereby adopted and approved.

2. The TIF Commission hereby finds that:

a. The Redevelopment Area on the whole is a "blighted area," as defined in Section 99.805(1) of the Act, and has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of tax increment financing. The Redevelopment Plan includes, and the TIF Commission hereby finds and adopts by reference, (i) a detailed description of the factors that qualify the Redevelopment Area and the RPA 1 Redevelopment Project pursuant to the provisions of Section 99.810.1(1) of the Act and (ii) an affidavit, signed on behalf of the developer, attesting that the provisions of subdivision (1) of Section 99.810.1 have been met.



b. The Redevelopment Plan conforms to the comprehensive plan for the development of the municipality as a whole.

c. The estimated dates of completion of the RPA 1 Redevelopment Project and retirement of obligations incurred to finance redevelopment project costs associated with the RPA 1 Redevelopment Project have been stated in the Redevelopment Plan, and these dates are no more than 23 years from the adoption of the ordinance approving the RPA 1 Redevelopment Project.

d. A plan has been developed for relocation assistance for businesses and residences.

e. A cost-benefit analysis showing the economic impact of the Redevelopment Plan on each taxing district which is at least partially within the boundaries of the Redevelopment Area is attached as **Exhibit B** hereto and is incorporated herein as if fully set forth herein, which cost-benefit analysis shows the impact on the economy if the RPA 1 Redevelopment Project is not built and if the RPA 1 Redevelopment Project is built pursuant to the Redevelopment Plan. The cost-benefit analysis also includes a fiscal impact study on every affected political subdivision. The cost-benefit analysis also includes sufficient information from the developer for the TIF Commission to evaluate whether the RPA 1 Redevelopment Project as proposed is financially feasible, and the TIF Commission hereby finds that the RPA 1 Redevelopment Project as proposed is financially feasible.

f. The Redevelopment Plan does not include the initial development or redevelopment of any gambling establishment.

g. The Redevelopment Area includes only those parcels of real property and improvements thereon directly and substantially benefited by the proposed RPA 1 Redevelopment Project.

3. The TIF Commission recommends to the City Council that the City Council adopt an ordinance in the form required by the Act to:

a. Approve the Redevelopment Plan

b. Approve and designate the Redevelopment Area as a "redevelopment area" as provided in the Act.

c. Approve the RPA 1 Redevelopment Project.

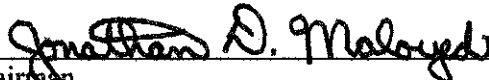
d. Adopt tax increment financing with respect to RPA 1 by passage of an ordinance complying with the terms of Section 99.845 of the Act.

4. The officers of the TIF Commission are hereby authorized and directed to execute all documents and take such necessary steps as they deem necessary and advisable to carry out and perform the purpose of this Resolution.

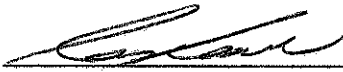
5. The sections of this Resolution shall be severable. If any section of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining sections shall remain valid, unless

the court finds that the valid sections are so essential to and inseparably connected with and dependent upon the void section that it cannot be presumed that the TIF Commission has or would have enacted the valid sections without the void ones, unless the court finds that the valid sections, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

**ADOPTED** by the Tax Increment Financing Commission of the City of Sikeston, Missouri, this 3rd day of December, 2014.

  
Chairman

ATTEST:

  
Secretary

BILL NO. \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE DESIGNATING A PORTION OF THE CITY OF SIKESTON, MISSOURI, AS A REDEVELOPMENT AREA; APPROVING THE SIKESTON 60 WEST TAX INCREMENT FINANCING REDEVELOPMENT PLAN AND THE RPA-1 REDEVELOPMENT PROJECT DESCRIBED THEREIN; MAKING FINDINGS RELATED THERETO; ADOPTING TAX INCREMENT FINANCING WITH RESPECT THERETO; AND AUTHORIZING CERTAIN ACTIONS BY CITY OFFICIALS.**

**WHEREAS**, the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended (the “Act”), authorizes municipalities to undertake redevelopment projects in blighted, conservation or economic development areas, as defined in the Act; and

**WHEREAS**, the City of Sikeston, Missouri (the “City”) duly created the Tax Increment Financing Commission of the City of Sikeston, Missouri (the “TIF Commission”) pursuant to the Act; and

**WHEREAS**, the Act authorizes the TIF Commission to hold hearings with respect to proposed redevelopment areas, plans and projects and to make recommendations thereon to the City Council; and

**WHEREAS**, the TIF Commission has reviewed a plan for redevelopment known as “The Sikeston 60 West Tax Increment Financing Redevelopment Plan” (the “Redevelopment Plan”), which calls for the redevelopment of an approximately 175-acre area generally located north of Highway 60 and west of the existing Wal-Mart Supercenter in the City, as more particularly described in **Attachment B** of the Redevelopment Plan (the “Redevelopment Area”); and

**WHEREAS**, the Redevelopment Plan divides the Redevelopment Area into three redevelopment project areas, referred to as “RPA-1,” “RPA-2” and “RPA-3”; and

**WHEREAS**, the Redevelopment Plan proposes that RPA-1 be redeveloped for commercial purposes, including the development of a movie theatre (the “RPA-1 Redevelopment Project”); and

**WHEREAS**, in response to a solicitation of proposals by the City, Sikeston Development Company, LLC (the “Developer”) submitted a proposal that includes the RPA-1 Redevelopment Project (the “Proposal”); and

**WHEREAS**, after all proper notice was given, a public hearing was held on November 19, 2014 and continued on December 3, 2014, at which the TIF Commission received comments from all interested persons and taxing districts relative to (1) the Redevelopment Plan, (2) the designation of the Redevelopment Area as a “redevelopment area,” as defined by the Act, and (3) the approval of the RPA-1 Redevelopment Project; and

**WHEREAS**, on December 3, 2014, after due deliberation, the TIF Commission passed a resolution (attached as **Exhibit A** hereto) recommending that the City Council (1) approve the Redevelopment Plan, (2) designate the Redevelopment Area as a “redevelopment area,” as defined by the Act, and (3) approve the RPA-1 Redevelopment Project;

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

**Section 1.** The City Council hereby makes the following findings:

A. The Redevelopment Area on the whole is a “blighted area,” as defined in Section 99.805(1) of the Act, and has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of tax increment financing. This finding includes, and the Redevelopment Plan sets forth and the City Council hereby finds and adopts by reference: (i) a detailed description of the factors that qualify the Redevelopment Area as a “blighted area” and qualify the RPA-1 Redevelopment Project as a “redevelopment project” and (ii) an affidavit, signed on behalf of the Developer and submitted with the Redevelopment Plan, attesting that the provisions of subdivision (1) of Section 99.810.1 have been met.

B. The Redevelopment Plan conforms to the comprehensive plan for the development of the City as a whole.

C. The estimated dates of completion of the RPA-1 Redevelopment Project and the retirement of obligations incurred to finance redevelopment project costs have been stated in the Redevelopment Plan and these dates are no more than 23 years from the adoption of this Ordinance, which approves the RPA-1 Redevelopment Project. Redevelopment projects for RPA-2 and RPA-3, if any, will be approved within 10 years from the adoption of this Ordinance. No property for a redevelopment project shall be acquired by eminent domain later than five years from the adoption the ordinance approving such redevelopment project.

D. The City has developed a plan for relocation assistance for businesses and residences in conformity with the requirements of Sections 523.200 through 523.215 of the Revised Statutes of Missouri, as amended.

E. A cost-benefit analysis showing the economic impact of the Redevelopment Plan on each taxing district which is at least partially within the boundaries of the Redevelopment Area is attached as **Exhibit B** hereto (the “Cost-Benefit Analysis”) and is incorporated herein as if fully set forth herein, which Cost-Benefit Analysis shows the impact on the economy if the RPA-1 Redevelopment Project is not built and is built pursuant to the Redevelopment Plan. The Cost-Benefit Analysis also includes a fiscal impact study on every affected political subdivision, and sufficient information from the Developer and the City for the TIF Commission to evaluate whether the RPA-1 Redevelopment Project as proposed is financially feasible.

F. The Redevelopment Plan does not include the initial development or redevelopment of any gambling establishment.

**Section 2.** The Redevelopment Area is hereby designated as a “redevelopment area” as defined in Section 99.805(12) of the Act.

**Section 3.** The Redevelopment Plan, a copy of which is attached hereto as **Exhibit C** and incorporated herein by reference, is hereby adopted and approved.

**Section 4.** The RPA-1 Redevelopment Project is hereby adopted and approved. The City Council finds that the area selected for the RPA-1 Redevelopment Project includes only those parcels of real property and improvements thereon directly and substantially benefited by the proposed RPA-1 Redevelopment Project.

**Section 5.** Tax increment allocation financing is hereby adopted within RPA-1 (as legally described in the Redevelopment Plan).

**Section 6.** After the total equalized assessed valuation of the taxable real property in RPA-1 exceeds the certified total initial equalized assessed value of all taxable real property in RPA-1, as determined in accordance with the Act, the ad valorem taxes and payments in lieu of taxes, if any, arising from the levies upon taxable real property in RPA-1 by taxing districts and tax rates determined in the manner provided in Section 99.855.2 of the Act each year after the effective date of this Ordinance until the payment in full of all redevelopment project costs shall be divided as follows:

(1) That portion of taxes, penalties and interest levied upon each taxable lot, block, tract, or parcel of real property which is attributable to the initial equalized assessed value of each such taxable lot, block, tract or parcel of real property in RPA-1 shall be allocated to and, when collected, shall be paid by the County Collector to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing; and

(2) Payments in lieu of taxes attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract, or parcel of real property in RPA-1 and any applicable penalty and interest over and above the initial equalized assessed value of each such unit of property in RPA-1 shall be allocated to and, when collected, shall be paid to the City's Treasurer, who shall deposit such payments in lieu of taxes into a special fund called the "Sikeston 60 West Special Allocation Fund – RPA-1 Account" of the City for the purpose of paying redevelopment costs and obligations incurred in the payment thereof. Payments in lieu of taxes which are due and owing shall constitute a lien against the real estate of RPA-1 from which they are derived and shall be collected in the same manner as the real property tax, including the assessment of penalties and interest where applicable.

**Section 7.** In addition, fifty percent (50%) of the total additional revenue from taxes, penalties and interest which are imposed by the City or other taxing districts, and which are generated by economic activities within RPA-1, over the amount of such taxes, penalties and interest in the calendar year prior to the adoption of this Ordinance, while tax increment financing remains in effect, but excluding taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, taxes levied pursuant to Section 70.500 of the Revised Statutes of Missouri, as amended, licenses, fees or special assessments other than payments in lieu of taxes and any penalty and interest thereon, taxes levied pursuant to Section 94.660 of the Revised Statutes of Missouri, as amended, for the purpose of public transportation and any other tax or fee excluded by law, shall be allocated to and paid by the collecting officer to the City's Treasurer, who shall deposit such funds into a separate segregated account within the Sikeston 60 West Special Allocation Fund – RPA-1 Account.

**Section 8.** The Sikeston 60 West Special Allocation Fund is hereby established. The Sikeston 60 West Special Allocation Fund shall have an "RPA-1 Account," an "RPA-2 Account," and an "RPA-3 Account" and such other accounts and subaccounts as may be necessary or desirable for the administration of the Redevelopment Plan. All moneys deposited in the Sikeston 60 West Special Allocation Fund shall be applied in such manner consistent with the Redevelopment Plan as determined by the City Council.

**Section 9.** The City Clerk is hereby directed to submit a certified copy of this Ordinance to the County Assessor, who is directed to determine the total equalized assessed value of all taxable real property within RPA-1 as of the date of this Ordinance, by adding together the most recently ascertained equalized assessed value of each taxable lot, block, tract or parcel of real property within RPA-1, and shall certify such amount as the total initial equalized assessed value of the taxable real property within RPA-1. The City Clerk is further directed to submit a certified copy of this Ordinance to the County Collector, and the City Treasurer is directed to certify to the County Collector the amount of taxes derived from economic activities within RPA-1 in the calendar year prior to the adoption of this Ordinance, as prescribed in **Section 7** hereof.

**Section 10.** The sections of this Ordinance shall be severable. If any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections shall remain valid, unless the court finds that: (i) the valid sections are so essential to and inseparably connected with and dependent upon the void section that it cannot be presumed that the City Council has or would have enacted the valid sections without the void ones; and (ii) the valid sections, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

**Section 11. Record of Passage:**

A. Bill number \_\_\_\_ was introduced to the City Council and read the first time on this \_\_\_\_ day of December, 2014.

B. Bill number \_\_\_\_ was read for the second and final time and discussed on this \_\_\_\_ day of January, 2015, and final passage thereon was voted as follows:

Burch \_\_\_\_\_, Depro \_\_\_\_\_, Gilmore \_\_\_\_\_,  
Graham \_\_\_\_\_, Harris \_\_\_\_\_, Teachout \_\_\_\_\_,  
thereby being \_\_\_\_\_.

C. Upon passage by the City Council, this bill shall become Ordinance \_\_\_\_ and shall be in full force and effect from 30 days after its passage.

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

\_\_\_\_\_  
Approved as to form  
Chuck Leible, City Attorney

**SEAL/ATTEST**

\_\_\_\_\_  
Carroll L. Couch, City Clerk

**EXHIBIT A**

**TIF COMMISSION RESOLUTION**

[On file in the City Clerk's Office]

**EXHIBIT B**

**COST-BENEFIT ANALYSIS**

[On file in the City Clerk's Office]



**EXHIBIT C**

**REDEVELOPMENT PLAN**

[On file in the City Clerk's Office]

## **REDEVELOPMENT AGREEMENT**

This **REDEVELOPMENT AGREEMENT** (the “Agreement”) is made and entered into as of \_\_\_\_\_, 2015 (the “Effective Date”) by and between the **CITY OF SIKESTON, MISSOURI**, a charter city organized and existing under the laws of the State of Missouri (the “City”), and **SIKESTON DEVELOPMENT COMPANY, LLC**, a limited liability company organized and existing under the laws of the State of Arkansas (the “Developer”).

### **RECITALS:**

1. The Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended (the “Act”), authorizes municipalities to undertake redevelopment projects in blighted, conservation or economic development areas, as defined in the Act.

2. Pursuant to Ordinance No. \_\_\_\_\_, adopted on \_\_\_\_\_, 20\_\_, the City Council approved “The Sikeston 60 West Tax Increment Financing Redevelopment Plan” (the “Redevelopment Plan”), designated the redevelopment area described therein (the “Redevelopment Area”) as a “redevelopment area” pursuant to the Act and approved a redevelopment project (the “RPA 1 Redevelopment Project”) for the portion of the Redevelopment Area described in the Redevelopment Plan as “RPA 1” and legally described in **Exhibit A** attached hereto.

3. In response to a request for proposals, Sikeston Development Company, LLC (the “Developer”) submitted a proposal to the City regarding the RPA 1 Redevelopment Project (the “Proposal”), which Proposal includes the redevelopment of RPA 1 for commercial uses, including the construction of a movie theatre and associated infrastructure.

4. The Proposal requests that (a) the City fund, subject to reimbursement from tax increment financing revenues, a portion of the RPA 1 Redevelopment Project consisting of the extension of Hennings Drive, the extension of Stallcup Drive and the construction of a new roadway connecting Hennings Drive and Stallcup Drive within the Redevelopment Area (the “Infrastructure Improvements”) and (b) the City use tax increment financing revenues to reimburse the Developer for other portions of the RPA 1 Redevelopment Project.

5. Pursuant to Ordinance No. \_\_\_\_\_, adopted on \_\_\_\_\_, 20\_\_, the City Council has authorized the City to enter into this Agreement to provide the terms and conditions upon which the City and the Developer will construct the RPA 1 Redevelopment Project and be reimbursed for certain costs, as contemplated by the Act and the Redevelopment Plan.

### **AGREEMENT**

**NOW, THEREFORE**, in consideration of the premises and mutual promises contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

## **Section 1. Development.**

(a) The City hereby agrees to use reasonable efforts to complete or cause the completion of the Infrastructure Improvements at its own expense in phases, as development of the Redevelopment Area necessitates. The City shall have sole responsibility for the design of the Infrastructure Improvements. Notwithstanding the foregoing, if development of the Redevelopment Area does not necessitate completion of all of the Infrastructure Improvements by December 31, 2024, then the City shall have no obligation under this Agreement to complete any portion of the Infrastructure Improvements that is not needed for any development that is completed, under construction or for which building permits have been obtained as of December 31, 2024. Following completion of the Infrastructure Improvements, the City shall certify the cost of the Infrastructure Improvements to the Developer.

(b) The Developer hereby agrees to complete the “Work” described on **Exhibit B** attached hereto at its own expense no later than December 31, 20\_\_\_. Completion of the Work shall be deemed to have occurred when the City issues an occupancy permit pursuant to its municipal code for the movie theatre to be constructed as part of the Work. Following receipt of the occupancy permit, the Developer shall submit a Certificate of Reimbursable Project Costs in substantially the form attached hereto as **Exhibit C** evidencing the costs of the Work that the Developer wishes to be reimbursed for pursuant to **Section 5** below. The City shall review the submitted Certificate of Reimbursable Redevelopment Project Costs and provide written objections, if any, to the Developer within 30 days from receipt of the Certificate of Reimbursable Redevelopment Project Costs. If any objections are provided, the Developer shall cure such objections and resubmit the Certificate of Reimbursable Redevelopment Project Costs. If no objections are provided within 30 days of receipt, the Certificate of Reimbursable Redevelopment Project Costs shall be deemed approved by the City on the 31st day following receipt (unless affirmatively approved by the City prior to such date).

**Section 2. Standards.** The Developer will complete the Work according to all applicable federal, state and local ordinances, laws, regulations and codes. The City may inspect the Work in accordance with the applicable federal, state and local ordinances, laws, regulations and codes to ensure proper completion thereof.

**Section 3. Submission and Approval of Construction Plans.** The Developer shall submit construction plans for the Work to the City as follows:

(a) *Initial Approval.* The Developer will submit to the City construction plans for the Work and the City will review such plans for compliance with all applicable laws, statutes and ordinances, rules and regulations, including but not limited to the safety and zoning regulations of the City. The Developer will not begin the Work until it has received all requisite approvals from the City and other applicable agencies as required by federal, state, and local law.

(b) *Changes.* The Developer may make changes to the construction plans in accordance with federal, state, and local law.

## **Section 4. Release and Indemnification.**

(a) Notwithstanding anything herein to the contrary, the City, its governing body, officials, agents, employees and independent contractors shall not be liable to the Developer for damages of any kind or nature whatsoever if any ordinance adopted by the City or transaction completed by the City in connection with this Agreement is declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent

jurisdiction, and by reason thereof either the City is prevented from performing any of the covenants and agreements herein or the Developer is prevented from enjoying the rights and privileges hereof.

(b) The Developer releases from and covenants and agrees that the City and its governing body, officials, agents, employees and independent contractors shall not be liable for, and agrees to indemnify and hold harmless the governing body, officials, agents, employees and independent contractors thereof against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the construction of the RPA 1 Redevelopment Project, except as such may be caused by the willful misconduct or negligence of the City, its governing body, officials, agents, employees or independent contractors.

(c) The Developer agrees to indemnify, defend and hold harmless the City, its governing body, officials, agents, employees and independent contractors from and against any and all suits, claims and attorneys' fees resulting from, arising out of, or in any way connected with (i) the construction of the RPA 1 Redevelopment Project, or (ii) the negligence or willful misconduct of the Developer, its managers, officials, agents, employees or independent contractors in connection with the management, development, redevelopment and construction of the RPA 1 Redevelopment Project, except as such may be caused by the willful misconduct or negligence of the City, its governing body, officials, agents, employees or independent contractors.

(d) The Developer agrees to indemnify, defend, and hold harmless the City, its governing body, officials, agents, employees and independent contractors from and against any and all claims, demands, costs, liabilities, damages or expenses, including reasonable attorneys' and consultants' fees, investigation and laboratory fees, court costs and litigation expenses, arising from: (i) any now existing or hereafter arising violation, actual or alleged, or any other liability, under or in connection with, any environmental laws relating to any products or materials previously, now or hereafter located upon, delivered to or in transit to or from RPA 1 in connection with the construction of the RPA 1 Redevelopment Project, regardless of whether such violation or alleged violation or other liability is asserted or has occurred or arisen before the date hereof or hereafter is asserted or occurs or arises and regardless of whether such violation or alleged violation or other liability occurs or arises as the result of any act, omission, negligence or misconduct of the City or any third party or otherwise; or (ii) any breach, falsity or failure of any of the representations, warranties, covenants and agreements of the like.

(e) The City and its governing body, officials, agents, employees and independent contractors shall not be liable for any damage or injury to the persons or property of the Developer or its officers, agents, independent contractors or employees or any other person who may be about the Redevelopment Area or the RPA 1 Redevelopment Project due to any act of negligence of any person, except as such may be caused by the willful misconduct or negligence of the City, its governing body, officials, agents, employees, or independent contractors.

(f) No member of the governing body, officials, agents, employees or independent contractors of the City shall be personally liable to the Developer in the event of a default or breach by any party under this Agreement.

(g) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of its governing body, officials, agents, employees or independent contractors in their individual capacities.

## **Section 5. Installment Payments by the City.**

(a) For purposes of **Sections 5** and **6** of this Agreement, the following terms shall have the following meanings:

“Payment Date” means every February 1, May 1, August 1 and November 1 following the Commencement Date and January 5, 2038 [\*23 years from the date that the RPA 1 Redevelopment Project is approved\*].

“Calculation Period” means initially, the period from the Commencement Date to the last day of the second month preceding the first Payment Date; and thereafter, each period from the end of the previous Calculation Period to the last day of the second month preceding the next Payment Date, except that that the Calculation Period for the January 5, 2038 Payment Date shall be from October 1, 2037 to January 4, 2038.

“Commencement Date” means the first day of the month following the first month in which the City receives sales tax revenues generated from businesses located in RPA 1.

“Infrastructure Improvement Costs” means the costs of completing the Infrastructure Improvements, as certified by the City pursuant to **Section 1**, plus interest on such costs accruing at a rate of 3.0% per annum (assuming a 30/360 year) from the date that the City is first deemed to have advanced funds to pay Infrastructure Improvement Costs (as determined in accordance with the Intergovernmental Cooperation Agreement dated as of \_\_\_\_\_, 2015 by and between the City and New Madrid County, Missouri).

“Reimbursable Developer Costs” means the costs of the Work identified on the Certificate of Reimbursable Redevelopment Project Costs approved by the City in accordance with this Section plus interest on such costs accruing at a rate of 3.0% per annum (assuming a 30/360 year) from the date that the Certificate of Reimbursable Redevelopment Project Costs is approved or deemed approved by the City pursuant to **Section 1**.

“TIF Revenues” means incremental real property taxes and economic activity taxes described in Sections 99.845.1(2)(a) and 99.845.3 of the Act, respectively, generated from RPA 1; provided, however, (i) the City shall have no obligation to include incremental utility taxes (if any) within this definition unless the Developer provides the City with copies of utility bills from businesses located in RPA 1 prior to the end of the applicable Calculation Period and (ii) economic activity taxes attributable to businesses that relocate into RPA 1 from elsewhere in the City (other than the movie theatre to be constructed as part of the Work) will be declared as “surplus” pursuant to the Act, returned to the applicable taxing districts and otherwise excluded from this definition.

(b) On each Payment Date and subject to annual appropriation, the City shall apply the TIF Revenues during the preceding Calculation Period as follows:

(i) The sum of \$1,000 shall be retained by the City as an administrative fee; and

(ii) The remaining TIF Revenues shall be paid to the City and the Developer, as applicable, for the reimbursement of the Infrastructure Improvement Costs and the Reimbursable Developer Costs. 46.7% of the remaining TIF Revenues shall be paid to the City and the 53.3%

of the remaining TIF Revenues will be paid to the Developer (which percentages represent the estimated ratio of Infrastructure Improvement Costs and Reimbursable Developer Costs, respectively, to the sum of Infrastructure Improvement Costs and Reimbursable Developer Costs) so long as payments are due to both entities on a Payment Date. If no further payments are due to one party then 100% of the remaining TIF Revenues shall be paid to the other party.

Notwithstanding anything to the contrary in this Section, the City and the Developer shall only be reimbursed up to the amount of the Infrastructure Improvement Costs or the Reimbursable Developer Costs. Simultaneously with each Payment Date, the City shall provide the Developer with a written accounting showing the amount of TIF Revenues collected during the Calculation Period, the application of the TIF Revenues pursuant to this Section and the outstanding balance of Infrastructure Improvement Costs and Reimbursable Developer Costs (including accrued, but unpaid interest) not yet reimbursed.

**[\*Note: we will provide City with an Excel Spreadsheet model to assist with these calculations\*]**

(c) Notwithstanding anything to the contrary contained herein, in lieu of the payments described in (b), the City may issue bonds, notes or other obligations secured by TIF Revenues and use the sale proceeds of the bonds, notes or other obligations to pay Infrastructure Costs and Reimbursable Developer Costs. The Developer shall cooperate in good faith if the City decides to pursue any such issuance of bonds, notes or other obligations.

(d) The Developer shall cause all businesses located in RPA 1 to provide a consent to the release of confidential sales tax information to the City, in a form acceptable to the City, for the limited purpose of preparing and approving budgets, appropriation requests and other actions contemplated by this Agreement.

## **Section 6. Annual Appropriation.**

(a) The City is obligated only to make the payments set forth in **Section 5** as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then-current fiscal year. The City agrees to cause the officials and employees in charge of drafting a budget to include the appropriations contemplated by this Agreement in the annual budgets presented to the City Council for its consideration. If TIF Revenues are generated, but no funds are legally appropriated or otherwise legally made available to make the required payments by this Agreement (an "Event of Nonappropriation"), this Agreement will terminate at the end of the City's then-current fiscal year. After the occurrence of an Event of Nonappropriation, the City must immediately post notice of such Event of Non-Appropriation on the EMMA system maintained by the Municipal Securities Rulemaking Board (or if the EMMA system has been discontinued, a system nationally recognized for communicating material events relating to municipal bonds).

(b) The obligation of the City to make the payments hereunder constitutes a current expense of the City, is from year to year, and does not constitute a mandatory payment obligation of the City in any fiscal year beyond the then-current fiscal year of the City. The City's obligations hereunder shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional, charter or statutory limitation or requirement concerning the creation of indebtedness by the City, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of the City.

## **Section 7. Representations, Warranties and Covenants.**

(a) **By the City.** The City represents, warrants, covenants and agrees as a basis for the undertakings on its part contained herein that:

(i) The City is a home-rule City organized and existing under the laws of the State of Missouri and its Charter, and by proper action has been duly authorized to execute, deliver and perform this Agreement.

(ii) To the best of the City's knowledge, there are no lawsuits either pending or threatened that would affect the ability of the City to perform this Agreement.

(b) **By the Developer.** The Developer represents, warrants, covenants and agrees as the basis for the undertakings on its part herein contained that:

(i) The Developer is a limited liability company duly organized and existing under the laws of the State of Missouri, and has power to enter into, and by proper action has been duly authorized to execute, deliver and perform, this Agreement.

(ii) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, conflicts with or results in a breach of any of the terms, conditions or provisions of any restriction, agreement or instrument to which the Developer is now a party or by which the Developer is bound.

(iii) There are no lawsuits either pending or threatened that would affect the ability of the Developer to proceed with the completion of the Work.

(iv) The Developer agrees to maintain commercial general liability insurance for the Work in a policy amount of not less than the then-current absolute statutory waivers of sovereign immunity in Sections 537.600 and 537.610 of the Revised Statutes of Missouri, as amended, as may be revised annually by the Missouri Department of Insurance. The Developer further agrees to name the City as an additional insured with respect to such policy and to annually provide evidence of such insurance policies to the City.

(v) The Developer agrees to either (1) maintain a net worth of at least \$500,000 and to annually provide evidence to the City of such net worth throughout the term of this Agreement, (2) provide a guaranty (in form and substance reasonably acceptable to the City's legal counsel) of the Developer's obligations to indemnify the City, as provided in this Agreement, by an entity having a net worth of at least \$500,000 or (3) annually provide evidence of contractual liability insurance (in form and substance reasonably acceptable to the City's legal counsel) that insures the Developer's obligations to indemnify the City, as provided in this Agreement.

**Section 8. Termination.** This Agreement shall terminate upon the earliest of any of the following:

(a) the end of the current fiscal year in which there occurs an Event of Nonappropriation by the City;

- (b) the vacating of RPA 1 by all sales tax generating businesses for more than three (3) consecutive months;
- (c) the satisfaction of all payments due under **Section 5(b)**; or
- (d) January 5, 2038.

**Section 9. Default and Remedies.**

(a) *Events of Default.* The following shall be events of default (“Events of Default”) with respect to this Agreement:

(i) If any material representation made by a party in this Agreement, or in any certificate, notice, demand or request made by a party, in writing and delivered to the other party pursuant to or in connection with this Agreement proves to be untrue or incorrect in any material respect as of the date made; or

(ii) Breach by a party of any material covenant, warranty or obligation set forth in this Agreement.

(b) *Remedies on Default.* In the case of an Event of Default by a party hereto or any successors to such party, such party or successor shall, upon written notice from another party, take immediate action to cure or remedy such Event of Default within sixty (60) days after receipt of such notice. If the Event of Default is not cured or remedied within such sixty (60) day period (or, in the case of Events of Default that cannot be cured within a sixty (60) day period, the defaulting party does make reasonable process toward curing the default and does not notify the aggrieved party of when default will be cured), then the aggrieved party may terminate this Agreement or institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default, including but not limited to, proceeding to compel specific performance by the party in default of its obligations. The prevailing party in any such proceedings shall be additionally entitled to recover court costs, costs of litigation or discovery and reasonable attorneys’ fees from the non-prevailing party.

(c) *Other Rights and Remedies of Parties; Delay in Performance Waiver.*

(i) Any delay by a party in instituting or prosecuting any actions or proceedings or otherwise asserting their rights under this Agreement shall not operate to act as a waiver of such rights or to deprive them of or limit such rights in any way (it being the intent of this provision that the parties should not be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedies provided in this Agreement because of concepts of waiver, laches or otherwise); nor shall any waiver in fact made by a party with respect to any specific Event of Default by a party under this Agreement be considered or treated as a waiver of the rights of a party under this Section or with respect to the particular Event of Default, except to the extent specifically waived in writing by the other parties.

(ii) The rights and remedies of the parties to this Agreement (or their successors in interest) whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party of any one or more of such remedies shall not preclude the exercise by it, at the time or different times, of any other such remedies for the same Event of Default by another party. No waiver made by any party with respect to the performance, nor the manner of time thereof, or any



obligation of another party or any condition to its own obligation under the Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of another party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect to regard to any other rights of the party making the waiver or any other obligations of another party.

(iii) Neither the City nor the Developer, nor any successor in interest, as the case may be, shall be considered in breach of, or in default of, any of its obligations under this Agreement or otherwise with respect to the RPA 1 Redevelopment Project, or progress in respect thereto, in the event of delay in the performance of any such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to acts of God, acts of a public enemy, acts of federal, state or local government (other than the City), litigation instituted by third parties, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, acts of nature, unusually severe weather or delays of subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such delay, the time or times for performance of such obligations by the City or the Developer shall be extended for the period of the enforced delay; provided, that the party seeking the benefit of the provisions of this Section, shall within thirty (30) days after the beginning of any such enforced delay, have first notified the other party thereof in writing, of the cause or causes thereof, and requested an extension of the period of delay.

**Section 10. Amendment or Modification.** The parties to this Agreement may amend or modify this Agreement only by written instrument duly executed by the parties hereto.

**Section 11. Third Party Rights.** No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement.

**Section 12. Scope.** This Agreement constitutes the entire Agreement between the parties, and no statements, promises or inducements that are not contained in this Agreement will be binding on the parties.

**Section 13. Severability.** If any part, term or provision of this Agreement is held by a court of law to be illegal or otherwise unenforceable, such illegality or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term or provision was never part of this Agreement.

**Section 14. Transferability.** This Agreement may not be assigned by the Developer without the express written approval of the City unless such assignment is to an entity succeeding to all or substantially all of the business of the Developer or to an entity controlled by the Developer or under common control with the Developer (in which case the Developer shall provide notice to the City of such assignment within 10 days from the date of such assignment).

**Section 15. Notice.** Any notice required or permitted by this Agreement will be deemed effective when personally delivered in writing or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified, return receipt requested, and addressed as follows:

The City: City of Sikeston  
105 E. Center Street  
Sikeston, Missouri 63801  
Attn: City Manager

With a copy to: Charles Leible, Attorney at Law  
371 N. Kingshighway  
Sikeston, Missouri 63801

And: Gilmore & Bell, P.C.  
One Metropolitan Square  
211 N. Broadway, Suite 2350  
St. Louis, Missouri 63102  
Attn: Mark D. Grimm, Esq.

The Developer: Sikeston Development Company, LLC  
1 Park Avenue  
Wilson, Arkansas 72395  
Attn: John H. Johnson, Manager

With a copy to: Michael L. Bohannon  
670 N. Ranney Street  
Sikeston, Missouri 63801

**Section 16. Immunity.** Nothing contained in this Agreement constitutes a waiver of the City's sovereign immunity under any applicable state law.

**Section 17. Jurisdiction and Venue.** Personal jurisdiction and venue for any civil action commenced by either party to this Agreement shall be deemed to be proper only if such action is commenced in the Circuit Court of Scott County, Missouri. The Developer expressly waives its rights to bring such action in or to remove such action to any other court whether state or federal.

**Section 18. Missouri Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Missouri.

**Section 19. Federal Work Authorization Program.** Simultaneously with the execution of this Agreement, the Developer will provide the City with an affidavit and documentation meeting the requirements of Section 285.530, RSMo.

**Section 20. Counterparts.** This Agreement may be executed in several counterparts, which shall constitute one and the same instrument.

**Section 21. City Fees.** Simultaneously with the execution of this Agreement, the Developer shall pay the City the sum of not to exceed \$\_\_\_\_\_ for legal and other fees and expenses incurred in connection with the preparation of this Agreement. [\*This Section can be deleted if all City fees are covered by funds deposited pursuant to the Preliminary Funding Agreement\*]

[Remainder of Page Intentionally Left Blank]

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed and the City has caused its seal to be affixed hereto and attested as of the date first written above.

**CITY OF SIKESTON, MISSOURI**

By: \_\_\_\_\_  
Name: Jerry Pullen  
Title: Mayor

(SEAL)

ATTEST:

By: \_\_\_\_\_  
Name: Carroll Couch  
Title: City Clerk

**SIKESTON DEVELOPMENT COMPANY,  
LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**

**RPA 1 DESCRIPTION**

## **EXHIBIT B**

### **DESCRIPTION OF WORK**

The “Work” includes the construction of an approximately 25,000 square foot movie theatre within RPA 1 and associated property acquisition, site preparation, utility extensions, and public improvements within RPA 1 to support the movie theatre and other development within RPA 1 (but not including the Infrastructure Improvements).

## EXHIBIT C

### FORM OF CERTIFICATE OF REIMBURSABLE PROJECT COSTS

#### Certificate of Reimbursable Project Costs

TO: City of Sikeston, Missouri  
105 E. Center Street  
Sikeston, Missouri 63801  
Attention: City Manager

**Re: City of Sikeston, Missouri, RPA 1 – Sikeston 60 West Redevelopment Area**

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Redevelopment Agreement dated as of \_\_\_\_\_, 2015 (the “*Agreement*”) between the City of Sikeston, Missouri (the “*City*”) and Sikeston Development Company, LLC (the “*Developer*”). In connection with said Agreement, the undersigned hereby states and certifies that:

1. Each item listed on **Schedule 1** hereto is a Developer Reimbursable Cost that was incurred in connection with the completion of the Work.
2. These Developer Reimbursable Costs have been paid by the Developer and are reimbursable under the Act and the Agreement.
3. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.
4. All necessary permits and approvals required for the Work are in full force and effect.
5. If any cost item to be reimbursed under this Certificate is deemed not to constitute a “redevelopment project cost” within the meaning of the Act, the Developer shall have the right to substitute other eligible Developer Reimbursable Costs for payment hereunder.
6. The Developer is not in default or breach of any term or condition of the Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**SIKESTON DEVELOPMENT COMPANY,  
LLC**

By: \_\_\_\_\_  
[Name], [Title]

Approved for Payment this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_:

**CITY OF SIKESTON, MISSOURI**

By: \_\_\_\_\_  
[Name], [Title]



## **INTERGOVERNMENTAL COOPERATION AGREEMENT**

**THIS INTERGOVERNMENTAL COOPERATION AGREEMENT** (this “Agreement”) is entered into on this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by and among the **CITY OF SIKESTON, MISSOURI**, a charter city and political subdivision of the State of Missouri (the “City”), and **NEW MADRID COUNTY, MISSOURI**, a county and political subdivision of the State of Missouri (the “County,” and together with the City, the “Parties”).

### **RECITALS**

**A.** The Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended (the “TIF Act”), authorizes municipalities to undertake redevelopment projects in blighted, conservation or economic development areas, as defined in the TIF Act.

**B.** The City is considering approval of The Sikeston 60 West Tax Increment Financing Redevelopment Plan (the “Redevelopment Plan”), which proposes the redevelopment of approximately 185 acres generally located north of Highway 60 and west of the existing Wal-Mart Supercenter (the “Redevelopment Area”).

**C.** Sikeston Development Company, LLC (the “Developer”) has submitted a proposal (the “Proposal”) to redevelop the Redevelopment Area for a mix of commercial and light industrial uses.

**D.** The Proposal requests that the City fund the extension of Hennings Drive, the extension of Stallcup Drive and the construction of a new roadway connecting Hennings Drive and Stallcup Drive within the Redevelopment Area (the “Infrastructure Improvements”) so that parcels within the Redevelopment Area will have adequate road access to allow for development.

**E.** The City and the County believe that the completion of the Infrastructure Improvements will benefit the residents of the City and the County and is necessary to cure certain blighted conditions in the Redevelopment Area and further the objectives of the Redevelopment Plan.

**F.** Pursuant to Section 70.220 of the Revised Statutes of Missouri, as amended, the City and the County are permitted to cooperate to cause the completion of the Infrastructure Improvements.

### **AGREEMENT**

Now, therefore, in consideration of the premises and promises contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**Section 1. Conditional Effectiveness of This Agreement.** Notwithstanding anything to the contrary contained herein, this Agreement shall become null and void if the City does not approve the Redevelopment Plan prior to December 31, 2015.

**Section 2. Construction of the Infrastructure Improvements.** The City shall have sole responsibility to oversee the construction of the Infrastructure Improvements in the same manner as similar public works projects undertaken by the City.

### **Section 3. Funding of the Infrastructure Improvements.**

(a) The City shall advance the costs of completing the Infrastructure Improvements from available reserve funds held by the City. The Parties acknowledge that the Infrastructure Improvements are estimated to cost \$710,000. The City shall promptly notify the County if the City believes the actual cost of the Infrastructure Improvements, after engineering and/or bidding, will exceed such amount by more than 10%.

(b) The City shall apply tax increment financing revenues generated within the portion of the Redevelopment Area described as “RPA 1” in the Redevelopment Plan (the “RPA 1 TIF Revenues”) in the following order:

(1) to pay administrative costs as provided in the Redevelopment Agreement dated as of \_\_\_\_\_, 2015 between the City and the Developer (the “Redevelopment Agreement”);

(2) 46.7% of the remaining RPA 1 TIF Revenues (the “Available City Revenues”) to reimburse the City for costs of the Infrastructure Improvements, plus interest thereon at a rate of 3.0% per annum; and

(3) to pay other redevelopment project costs in the manner provided in the Redevelopment Agreement.

(c) For the purpose of determining the specific amount of reimbursement due to the City:

(1) the City will be deemed to have advanced \$710,000 as of the date it commences work on the Infrastructure Improvements and interest on such amount will begin accruing on such date (calculated on a 30/360 basis);

(2) the cost of the Infrastructure Improvements will be amortized over a 15-year period that begins on the first day of the first calendar quarter (i.e., January 1, April 1, July 1 or October 1) following the first receipt of sales tax revenues generated from the movie theatre to be constructed in RPA 1;

(3) if the cost of the Infrastructure Improvements exceeds \$710,000, then such additional cost shall be amortized within the remaining term of the 15-year period referenced above and interest on any such cost will begin to accrue on the date that the cost was incurred (for example, if the 15-year amortization period began July 1, 2016, but costs over \$710,000 were not incurred until May 15, 2020, then such costs would accrue interest beginning on May 15, 2020 and be amortized during the period from July 1, 2020 to July 1, 2031); and

(4) if the cost of the Infrastructure Improvements is less than \$710,000, then the difference between \$710,000 and the cost of Infrastructure Improvements shall be accounted as a principal payment as of the date upon which the City certifies it has completed the Infrastructure Improvements (which shall be no later than December 31, 2025).

(d) If the Available City Revenues are greater than the amortized cost of the Infrastructure Improvements for the applicable period, then Available City Revenues will be applied to the prepayment of the Infrastructure Improvements;

(e) If the Available City Revenues are less than the amortized cost of the Infrastructure Improvements for the applicable period, then the County shall pay to the City an amount equal to 50% of the shortfall. Such payment shall be made annually on each September 1. The City shall notify the County of any payment due at least 30 days before each annual payment date.

**Section 4. Collection of TIF Revenues.** The Parties agree to take all reasonable actions necessary to cause tax increment financing revenues to be paid into the City's Special Allocation Fund, including the County's enforcement and collection of all payments in lieu of taxes and County-imposed sales taxes.

**Section 5. Entire Agreement.** This Agreement contains the entire agreement of the Parties hereto with respect to the subject matter hereof. This Agreement cannot be altered, amended or modified except by written instrument executed by the Parties, as provided herein. No custom, act, forbearance or words or silence at any time, gratuitous or otherwise, shall impose any additional obligation or liability upon any Party or waive or release any Party from any default or the performance or fulfillment of any obligation or liability or operate as against either Party as a supplement, alteration, amendment or change of any terms or provisions set forth herein unless set forth in a written instrument duly executed by such Party. The failure of any Party to exercise any rights or remedies shall not release any other Party from its obligations hereunder.

**Section 6. Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respects, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

[Remainder of Page Intentionally Left Blank]

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed on the day and year first written above.

**CITY OF SIKESTON, MISSOURI**

By: \_\_\_\_\_  
Name: Jerry Pullen  
Title: Mayor

(SEAL)  
ATTEST:

\_\_\_\_\_  
Name: Carroll Couch  
Title: City Clerk

**NEW MADRID COUNTY, MISSOURI**

By: \_\_\_\_\_  
Name: Clyde Hawes  
Title: Presiding Commissioner

By: \_\_\_\_\_  
Name: Don Day  
Title: Commissioner

By: \_\_\_\_\_  
Name: Mark Baker  
Title: Commissioner

(SEAL)  
ATTEST:

\_\_\_\_\_  
Name: Clement Cravens  
Title: Clerk of the County Commission

# Council Letter

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Date of Meeting: 14-12-29

Originating Department: Public Works Department

To the Mayor and City Council:

Subject: Award, Bid #15-18 FY2015 Street Improvements

Attachments:

1. Bid Tabulation Sheet

Action Options:

1. Award Bid
2. Other Action Council May Deem Necessary

Background:

Bids for Applegate and John R Boulevard street and drainage projects were opened on Wednesday, December 3, 2014. Three bids were received. Lappe Cement Finishing, Inc. submitted the lowest bid with a price of \$332,100.71. The engineer's estimate for the project was \$334,080.00. At this time we ask that Council award the bid to Lappe Cement Finishing, Inc.

**CITY OF SIKESTON BID TABULATION SHEET**  
**Bid # 15-18 FY2015 Street & Drainage Improvements**  
**December 2, 2014**

| <b>VENDOR</b>                                                                        | <b>COST</b>  |
|--------------------------------------------------------------------------------------|--------------|
| Fronabarger Concreters, Inc.<br>3290 Missouri State Highway E<br>Oak Ridge, MO 63769 | \$363,855.00 |
| Kluesner Concrete, Inc.<br>947 West County Highway 208<br>Scott City, MO 63780       | \$378,496.25 |
| Lappe Cement Finishing, Inc.<br>2710 County Road 413<br>Friedham, MO 63747           | \$332,100.71 |

Engineer's Estimate: \$334,080.00

**CHAIRMAN:** Chris Lambert

**VERIFIER:** Jay Lancaster

# **Council Letter**

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Date of Meeting: 14-12-29

Originating Department: City Manager

To the Mayor and City Council:

Subject: Humane Society Contract Renewal

Attachment(s):

1. Animal Shelter Services Agreement

Action Options:

1. Authorize City Manager to Execute Animal Shelter Services Agreement
2. Other Action Council May Deem Necessary

Background:

In June 2014, City Council authorized the city manager to execute an agreement with the Sikeston Area Humane Society to provide animal shelter services. That contract expires December 31, 2014, and city staff recommends renewal of the contract for another 6 month period at the same terms.

The agreement pays the Humane Society \$5,250/month, for a total of \$63,000/year. The city also provides the animal shelter building, including water, sewer, and electric utilities. By comparison, the City of Cape Girardeau (population 38,816) pays the Humane Society of Southeast Missouri \$47,000/year, and the City of Jackson (population 14,386) pays the Humane Society of Southeast Missouri \$23,000/year.

The City of Sikeston solicited proposals for animal shelters earlier in 2014 and the Sikeston Area Humane Society was the only respondent other than the Public Works Department. The Public Works Department estimated they could provide the service for approximately \$67,000/year.

# **City of Sikeston – Sikeston Area Humane Society Animal Shelter Housing Agreement**

City of Sikeston, Missouri

An agreement from January 1, 2015 through June 30, 2015, between the City of Sikeston, Missouri, a Municipal Corporation, hereinafter called “City” and the Sikeston Area Humane Society, Inc., a not-for-profit corporation, hereinafter called “Society”.

WITNESSETH:

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

## **SECTION 1: BASIC SERVICE**

- A. The Society, its employees and volunteers shall provide humane treatment and care for all animals in their charge to include but not limited to adequate food, shelter and medical care, in accordance with existing city ordinances, state statutes and federal regulations including, but not limited to, the Animal Care Facilities Act.
- B. The Society shall maintain a current license, as required by Chapter 273 RSMo and issued by the Missouri Department of Agriculture, for the operation of animal boarding facilities and pounds. A copy of the current license shall be provided to the Sikeston City Manager or his designee.
- C. Use of the City-owned shelter located at 1900 Compress Road, Sikeston, Missouri will be restricted to the keeping, care and sheltering of cats and dogs (hereinafter referred to collectively and severally as “animals”) except when other species are brought in by Sikeston Animal Control/Public Safety.
- D. Housing of animals out-of-doors:



- 1) No animals shall be housed out-of-doors during the period December 1 through February 28 of each year. During this designated period outdoor runs and pens shall be used, exclusively, for exercise of the dogs at the City's facility, 1900 Compress Road
- 2) Animals may be housed out-of-doors during the remainder of the year. Outdoor housing at the City's facility will be restricted to the use of no more than five (5) pens with a maximum of four (4) dogs per pen. Management and maintenance of out-of-door housing shall be in accordance with existing city ordinances, state statutes and federal regulations including, but not limited to, the Animal Care Facilities Act.

E. Acceptance of animals:

- 1) The Society shall accept and house animals picked up by the Sikeston Animal Control Officer, Sikeston Code Enforcement Officers, Sikeston Public Safety Officers, or their assistants (hereinafter referred to collectively and severally as the "Officer") and turned over to the Society at the Compress Road facility.
- 2) The Officer will provide appropriate documentation with all known information about the animal being brought to the Society. The Officer will also make note of where and when the animal was picked up.
- 3) The Society will maintain records showing how many animals it receives from the City, including the dates when each animal was received, the inclusive dates of the hold period (as established in Sikeston City Code), the dates when each animal became property of the Society or was released to the owner, and the number and type of inoculations each animal received.

- 4) The Society shall accept stray, found or surrendered animals from the City's residents, at no charge. No solicitations for a donation may be made at the time of the animal's acceptance.
- 5) The Society, at its discretion, may accept stray, found or surrendered animals from non-Sikeston residents. A fee, as determined by the Society, may be charged at the time of the acceptance of these animals.
- 6) The City reserves the right to prior review and approval of any contact(s) entered into between the Society and other public, private or not-for-profit entities for the care, shelter and/or housing of animals at the City-owned facilities, 1900 Compress Road, Sikeston, Missouri.

F. Holding of Animals

- 1) The Society shall house "owner unknown" animals for a minimum holding period as required by City Ordinance and State Statute. After the minimum holding period has been met the animals will become the property of the Society. However, if the animals are deemed ill or injured beyond recovery at the time of impoundment, or should become so ill, or exhibit a communicable disease before the required minimum holding period has been completed, the animal shall be immediately and humanely euthanized.
- 2) If an animal has been declared "dangerous" as defined in Section 205.460 of Sikeston City Code and not reclaimed by its owner, it shall be humanely euthanized after any applicable holding period has expired, unless otherwise ordered by the City. The animal may not be held, transferred, adopted, or placed in a foster home after the holding period.

- 3) City of Sikeston Animal Control and Code Enforcement Officers shall have access to shelter facilities at all times, including after hours, for the purpose of dropping off impounded animals.
- 4) The Society will provide, at all times, no less than three (3) vacant indoor pens for use by the City's Animal Control Officers.
- 5) At least one (1) pen in a separate area will be set aside and labeled for suspected rabid animals, i.e. "Quarantine". Animals housed in quarantine for suspected rabies will be housed for a ten (10) day holding period. If the animal is deemed too vicious to house for the ten (10) day holding period, it will be euthanized and sent in for rabies testing. If the rabid hold animal is to be reclaimed by the owner, then the owner is responsible for paying the quarantine fee of one hundred dollars (\$100.00). The City shall not owe any additional costs for quarantine services.
- 6) Some animals turned over to the Society for impoundment may be given inoculations against communicable diseases; the City shall not be charged any additional fees for the inoculations.
- 7) The Society shall submit a list of fees/costs (i.e. boarding fees, return to owner fees) to be paid for services provided to Sikeston residents during the term of this agreement. Said list shall be approved by the City and attached to this agreement as "Exhibit A".
- 8) The Society is authorized to charge boarding fees and return-to-owner fees to any owner who reclaims an animal in addition to the fees provided in this contract. The Society will retain custody of the animal until the fees are paid.

- 9) If the animal has been reclaimed, it will be the responsibility of the Officer to follow-up with the Society to determine violations of any applicable City Ordinance. The City will receive all monies realized from the fines and court costs that have incurred through Ordinance violations.
- 10) Any animal housed at the shelter and being held for court or investigative purposes cannot be adopted out, transferred, or euthanized. The above said animal will incur a daily boarding charge of ten (\$10.00) per day, which will be billed to the City monthly, and which daily boarding charge is in addition to the contract fees.
- 11) The Society also reserves, for the mutual benefit of the parties, the right to refuse animals, which in its opinion, are being diverted or redirected from other jurisdictions.
- 12) The Society also reserves the right to require that residents who desire or need to have their owned animals euthanized obtain such services from a licensed veterinarian at their own expense.

G. Acceptance of animal carcasses

- 1) The Society agrees to dispose of all animal carcasses which come into its possession, or which result from euthanasia, in accordance with State Law. The Society also agrees to receive from residents of Sikeston; domestic animal carcasses for disposal, for a fee to be paid by the resident, at such rates as the Society may set from time to time.
- 2) The Society agrees to dispose of domestic animal carcasses received from Officers. The City will not be subject to charges for the disposal of said animal carcasses.
  - a. The Officer shall keep a record of the date and location the carcass was found, and description of the animal. At the time the Officer

turns a carcass over to the Society, the Officer will sign a form which shows the date and time the carcass was received by the Society.

## **SECTION 2: FACILITIES**

- A. The City agrees to provide the building and grounds at 1900 Compress Road, Sikeston, MO 63801 for the operation of a municipal animal shelter.
- B. The City reserves the right to enter upon the premises following 24-hour notice to the Shelter Director for the purpose of inspecting the same, or to make repairs, additions or alterations to the premises
- C. The Society agrees to be responsible for all routine maintenance of the building and grounds at 1900 Compress Road in exchange for a rent-free lease of the property with City-paid utilities and solid waste pickup. Routine maintenance shall not include items such as roof replacement, HVAC replacement, and major plumbing repairs.
- D. The Society, at its sole cost and expense and with prior City approval may during the term of this agreement make any alterations or improvements to the interior portions of the demised premises which the Society may deem necessary or desirable for its purposes.
  - 1) No such alternation or improvements shall be made that will weaken the structure of the building and no structural alterations or improvements shall be made without the prior written approval of the City.
  - 2) All work permitted herein shall be done and completed by the Society in a good and workmanlike manner and in compliance with requirements of law and of governmental rules and regulations.

- 3) The Society shall indemnify and hold the City harmless against all mechanics 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.

### **SECTION 3: LEASEHOLD IMPROVEMENTS**

#### **A. Construction of buildings or facilities:**

- 1) In the event the Society desires to construct buildings or facilities on the demised premises, the Society shall submit to the City, final plans, specifications and architectural renderings prepared by registered architects and engineers. The Society shall hold the City harmless and reimburse it for any and all expenses of any nature whatsoever arising out of any claim from said improvements. The Society agrees not to construct any buildings or facilities on the demised premises without the prior written consent of the City; however, such approval shall not be unreasonably withheld. Society shall keep indemnify and hold the City's property at 1900 Compress Road free and clear of any and all liens or encumbrances of any kind in any way arising out of any such construction.
- 2) In the event any building or facilities are constructed upon the premises, the Society shall purchase and maintain insurance, naming the City as co-insured, on said buildings or facilities against damage or loss by fire or risk of a similar nature which are on or shall be customarily covered under standard policies of fire insurance having standard extended coverage endorsements in an amount equal to the fair market value of the buildings or facilities.

#### **B. Termination of Agreement:**

- 1) In the event of termination of this agreement for any reason, the City may retain as its sole property all real property improvements which have been constructed by Society, or may require the Society to remove said

improvements and restore the land substantially to its original condition, all at Society's expense.

- 2) Upon termination of this agreement, the Society shall remove all personal property from the demised premises, within thirty (30) days, and if Society fails to remove said personal property within that time, said property shall be forfeited to City and may be removed by City at Society's expense.

#### **SECTION 4: TERMS OF AGREEMENT**

The terms of this initial agreement shall be for a period of six (6) months commencing on January 1, 2015 and ending June 30, 2015.

#### **SECTION 5: REPORTING**

- A. The city manager and director of public works shall be notified of all Society board meetings at least 24 hours in advance of each meeting. These meetings shall be open to city staff and/or city representatives.
- B. The Society will submit to the City Manager or his designee, by the 15<sup>th</sup> day of the month following, a monthly report containing the following:
  - 1) Number of animals taken in from Sikeston and non-Sikeston residents;
  - 2) Number of animals taken in from Sikeston Animal Control/Department of Public Safety;
  - 3) Number of animals adopted, placed in foster care, or transferred;
  - 4) Number of animals euthanized during the month, and
  - 5) Monthly beginning and ending population of the shelter.
- C. The Society shall provide to the City, on an annual basis, an independent financial audit at the close of each 12 month accounting cycle.

#### **SECTION 6: FEES**

- A. The City shall pay the Society a fee of thirty one thousand five hundred dollars (\$31,500) per contract period, payable in monthly installments of \$5,250.00. Installments will be paid in advance for the duration of this contract.

## **SECTION 7: INDEMNITY TO CITY**

- A. The Society agrees to indemnify the City, save and hold it harmless from any and all loss, cost, demand, suit or judgment or other proceeding arising out of the use of City property or the actions of their organization, employees or volunteers while performing animal shelter functions while using this same property by any person, firm or corporation who may suffer loss or claim loss or damage by reason of said use or actions.

- B. The Society will maintain at all times and provide a certificate of insurance for general public liability insurance naming the City as co-insured with at least the following limits:

General Liability - \$2,000,000

- a. Personal and Advertising Injury - \$1,000,000
- b. Each Occurrence - \$1,000,000
- c. Fire Legal Liability - \$200,000
- d. Medical - \$10,000

Workers Compensation on all employees.

- C. The Society shall require volunteers and shelter visitors to sign a waiver of liability, said form shall be approved by the City.
- D. The Society agrees not to delegate or assign any right or responsibility granted under the provisions of this agreement to other individuals, or organizations without written permission of the City.



- E. The City will not be responsible for any fees, commissions, percentages, gifts or other considerations resulting from an agreement between the Society and any other person, company, corporation, individual or firm outside its organization.

## **SECTION 8: SOCIETY'S INDEPENDENT CAPACITY**

The Society, its officers, employees, agents and volunteers shall act in an independent capacity during the terms of this agreement and not as officer, employee, or volunteer of the City. The Society will absorb all costs associated with conducting housing functions within the animal shelter to include, but not limited to, all personnel cost for their employees, administrative cost, professional service fees, medicine, euthanasia drugs, liability insurance, telephone expense, janitorial supplies, protective equipment and disposal of euthanized animals and carcasses.

## **SECTION 9: TERMINATION**

- A. This agreement shall be for the period January 1, 2015 through June 30, 2015 and may be terminated by either party with a thirty (30) day notice by delivering to the other party written notice of said termination by certified mail.
- B. This agreement may be terminated by the City immediately for any default or violations of the terms and conditions as determined by a majority vote of the City Council after hearing a rebuttal from the Society.

## **SECTION 10: RENEWAL**

This contract may be renewed by a memorandum signed by the City and Society representatives, provided the fee specified in Section 5 and Schedule of Resident Fees (Exhibit A) remains the same as indicated in this document.

## **SECTION 11: PERSONS BOUND**

This agreement is binding upon the Parties hereto, their successors and assigns. IN WITNESS WHEREOF, the City of Sikeston, Missouri, has caused this agreement to be

signed by its City Manager and attested to by its City Clerk with the corporate seal of the City, and the Sikeston Area Humane Society, Inc. has hereto by and through its authorized representatives, affixed its names, each in duplicate, on this \_\_\_\_\_ day of \_\_\_\_\_ in the year of 20\_\_\_\_.

**CITY OF SIKESTON, MISSOURI**

\_\_\_\_\_  
Jonathan M. Douglass, City Manager

ATTEST:

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

**SIKESTON AREA HUMANE SOCIETY, INC.**

\_\_\_\_\_  
Kevin Johnson, President

\_\_\_\_\_  
Secretary

Acknowledged:

\_\_\_\_\_  
Director, Sikeston Area Humane Society, Inc.

(Revised 12-22-14)

# Council Letter

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Date of Meeting: December 29, 2014

Originating Department: City Manager

To the Mayor and City Council:

Subject: 2016-2020 Capital Improvement Plan

Attachment(s):

1. 2016-2020 Capital Improvement Plan

Action Options:

1. Accept the 2016-2020 Capital Improvement Plan
2. Other Action Council May Deem Necessary

Background:

The Capital Improvement Plan (CIP) is the city's 5 year plan for investment in capital assets. Development of the 2016-2020 CIP began in September with city staff. The City Council received the first draft of the CIP and discussed various projects at a study session in November. According to the City Charter, the CIP must be presented by the city manager to the City Council at least six months before the beginning of the next fiscal year. Therefore, staff requests that Council accept the attached 2016-2020 Capital Improvement Plan. This plan will inform decisions made in the FY2016 budget process which will begin this spring. For more information please see the introductory letter in the attached plan.

# *CITY OF SIKESTON*

## *2016-2020 Capital Improvement Plan*



### *MAYOR*

*Jerry Pullen*

### *CITY COUNCIL*

*Steven Burch*

*Bob Depro*

*Jon Gilmore*

*John Graham*

*Maude Harris*

*Kathy Teachout*

### *CITY MANAGER*

*Jonathan "J.D." Douglass*



## *2016-2020 Capital Improvement Plan*

### **Introduction**

#### ***What is a Capital Improvement Plan?***

The Capital Improvement Plan (CIP) is a tool for the city's leaders – elected officials and management staff – to plan for future investments in city services. The CIP is not a budget, but it will be used to help formulate the upcoming budget. It's not just a wish list either. Although the CIP does contain far more projects than the city will realistically be able to afford, they are all projects with value to the city and its residents. City leaders will use the CIP to weigh the value of those projects against each other, and eventually choose which ones should be funded in upcoming budgets.

Development of the CIP helps city leaders look beyond the current or upcoming budget year, and think about the community's needs several years into the future. This is especially important as very large projects that require several years of planning are contemplated. It helps the City Council and staff take a long-range view of their future activities and responsibilities.

The Capital Improvement Plan is not to be confused with the Capital Improvement Fund or Budget. Annually, the city adopts a budget for the upcoming fiscal year. Within that budget is a Capital Improvement Fund, which will fund some of the projects identified in the Capital Improvement Plan. Other projects contained in the Plan will be budgeted from other city funds, and many projects will not be funded at all because the resources aren't available. Those projects will likely be deferred to a future year.

#### ***Capital Project Defined***

The definition of a capital project has been updated this year to eliminate some of the smaller purchases that previously were included in the CIP, but were probably distractions from the bigger picture discussions that city leaders need to be having.

Capital projects are defined as purchases and projects of \$10,000 or more for assets with a useful life of 5 years or greater. Infrastructure projects are defined as capital projects if they are major street, drainage, construction or reconstruction projects over and above routine street maintenance such as mill and overlay work.

### **Capital improvement Plan Development Process**

#### ***Departmental Submittals***

The Governmental Services Director prepares spreadsheets upon which departments are to enter their capital improvement requests. The spreadsheets are distributed to department heads



the first week of September, and are due back to the Governmental Services Director no later than October 1. During the months of October and early November, the City Manager reviews the submittals with the department heads for clarification and additional information.

### ***Capital Improvement Plan Evaluation Committee***

This year a CIP Evaluation Committee was used for the first time, which consisted of the City Manager and all of the department heads. Next year staff would like to include a City Council member on the committee as well. The committee took tours to personally see many of the requested projects and allow the other department heads the opportunity to explain their requests and answer questions. The committee then met to give numerical ratings to all of the projects requested for fiscal year 2016 (FY2016). Projects for years beyond FY2016 were not rated at this time.

### ***Evaluation Committee Results***

FY2016 projects were rated and ranked using the Evaluation Criteria List and Scoring Matrix, which may be found after this letter. **A word of caution about the ratings: A project's rating and ranking will not be an absolute determinant of funding.** The ratings and rankings will be an important decision making tool as future budgets are developed, but final funding decisions will also take into account financial realities and the professional judgment of city management and the City Council during budget deliberations.

With the above disclaimer in place, here are the rankings of the projects using two different methods: ranking by total score (of all the committee members) and ranking by median score. There is not a cut and dried answer to the "best" way to rank the projects. Again, the rankings are a tool to inspire discussion and serious thought regarding the projects and their merit. The rankings do not include projects which show up in the CIP but have already been approved, such as fire apparatus and dump trucks lease purchases.

| <b>Capital Improvement Project Rankings</b> |             |                                        |             |
|---------------------------------------------|-------------|----------------------------------------|-------------|
| <b>By Total Score</b>                       |             | <b>By Median Score</b>                 |             |
| <b>Project</b>                              | <b>Cost</b> | <b>Project</b>                         | <b>Cost</b> |
| 1. Virtual Server                           | \$15,000    | 1. Various ADA Improvements            | \$25,000    |
| 2. Switch Upgrade                           | \$80,000    | 2. Virtual Server                      | \$15,000    |
| 3. Patrol Vehicles (7)                      | \$245,000   | 3. Battery Backups for Traffic Signals | \$13,000/yr |
| 4. Battery Backups for Traffic Signals      | \$13,000/yr | 4. Switch Upgrade                      | \$80,000    |
| 5. Various ADA Improvements                 | \$25,000    | 5. Complex Restrooms – Tennis          | \$40,000    |
| 6. Street Sweeper Lease                     | \$45,000/yr | 6. Complex Restrooms – HS Soccer       | \$40,000    |
| 7. Salt Storage Building                    | \$25,000    | 7. Salt Storage Building               | \$25,000    |
| 8. Complex Restrooms – Tennis               | \$40,000    | 8. Street Sweeper Lease                | \$45,000/yr |
| 9. ¾ Ton Truck – Streets                    | \$30,000    | 9. Wakefield Reconstruction            | \$325,000   |
| 10. Complex Restrooms – HS Soccer           | \$40,000    | 10. ¾ Ton Truck – Streets              | \$30,000    |
| 11. Large Tractor – Streets                 | \$45,000    | 11. Patrol Vehicles (7)                | \$245,000   |

|                                     |             |                                     |             |
|-------------------------------------|-------------|-------------------------------------|-------------|
| 12. Rose Parkway Extension          | \$1,110,000 | 12. Rose Parkway Extension          | \$1,100,000 |
| 13. ¾ Ton Truck – Code Enforcement  | \$25,000    | 13. Large Tractor – Streets         | \$45,000    |
| 14. Wakefield Reconstruction        | \$325,000   | 14. Ballfield Lights, Field 5       | \$100,000   |
| 15. Maple and Greer Intersection    | \$120,000   | 15. ¾ Ton Truck – Code Enforcement  | \$25,000    |
| 16. Kathleen and Scott Intersection | \$35,000    | 16. Backstops, Little League        | \$20,000    |
| 17. Front Mounted Mowers            | \$18,000    | 17. Backstops, Softball             | \$30,000    |
| 18. ¾ Ton Truck – Parks             | \$30,000    | 18. Animal Shelter HVAC             | \$13,000    |
| 19. Animal Shelter HVAC             | \$13,000    | 19. Maple and Greer Intersection    | \$120,000   |
| 20. Ballfield Lights, Field 5       | \$100,000   | 20. Kathleen and Scott Intersection | \$35,000    |
| 21. Backstops, Little League        | \$20,000    | 21. Front Mounted Mowers            | \$18,000    |
| 22. Backstops, Softball             | \$30,000    | 22. ¾ Ton Truck – Parks             | \$30,000    |
| 23. Trail – Salcedo                 | \$300,000   | 23. Trail – Salcedo                 | \$300,000   |
| 24. Mausoleum Repairs               | \$78,000    | 24. Mausoleum Repairs               | \$78,000    |

It is my hope that this Capital Improvement Plan, and the process that went into creating it, will bring attention to the needs of the city and its operational departments, and will help city leaders effectively allocate limited resources.

Respectfully Submitted,



Jonathan M. Douglass  
City Manager

## Capital Improvement Plan Evaluation Criteria List and Scoring Matrix

| Criteria                                          | Possible Scores                                                                                                                                                       |                                                                                                                             |                                                                                                                                               |
|---------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|
|                                                   | 0                                                                                                                                                                     | 1                                                                                                                           | 2                                                                                                                                             |
| <b>Consistency with community goals and plans</b> | Project is inconsistent with, or does nothing to advance, the City Council's goals.                                                                                   | Project falls within a major City Council goal category, but does not address a specific goal.                              | Project directly and explicitly advances one or more of the City Council's goals.                                                             |
| <b>Public health and safety</b>                   | Project would have no impact on existing public health and/or safety.                                                                                                 | Project would increase public health and/or safety but is not an urgent, continual need or hazard.                          | Project addresses an immediate, continual safety hazard or public health and/or safety need.                                                  |
| <b>Public infrastructure and facilities</b>       | Project would have a negative impact on existing infrastructure and/or facilities.                                                                                    | Project would not have a significant impact on existing infrastructure and/or facilities.                                   | Project would improve existing infrastructure and/or facilities.                                                                              |
| <b>Supports economic development</b>              | Project would discourage or directly prevent capital investment, decrease the tax base, decrease valuation or decrease job opportunities.                             | Project would have little to no impact on capital investment, the tax base, valuation, or job opportunities.                | Project would directly result in capital investment, increased tax base, increased valuation, or improved job opportunities.                  |
| <b>Mandates or other legal requirements</b>       | Project is not mandated or otherwise required by court order, judgment, or interlocal agreements.                                                                     | Project would address anticipated mandates, other legal requirements, or interlocal agreements.                             | Project required by federal, state, or local mandates, grants, court order and judgments; or required as part of interlocal agreements.       |
| <b>Maintains or improves standard of service</b>  | Project not related to maintaining an existing standard of service.                                                                                                   | Project would maintain existing standard of service.                                                                        | Project would address deficiencies or problems with existing services; would establish new service.                                           |
| <b>Extent of benefit</b>                          | Project would benefit only a small percentage of citizens or a particular neighborhood or area.                                                                       | Project would benefit a large percentage of citizens or many neighborhoods or areas.                                        | Project would benefit most or all citizens, neighborhoods, or areas.                                                                          |
| <b>Related to other projects</b>                  | Project is not related to other projects in the CIP which are already underway (e.g. another phase of an existing project).                                           | Project is linked to other projects in the CIP which are already underway, but is not essential to their completion.        | Project is essential to the success of other projects in the CIP which are already underway.                                                  |
| <b>Public perception of need</b>                  | Project has no public support or established voter appeal, or the public is unaware of the need.                                                                      | Project has been identified by the citizenry as a need in the community, but lacks strong support.                          | Project has strong political support; project was suggested by or advocated for by a large number of citizens.                                |
| <b>Efficiency of service</b>                      | Project would have no impact on the efficiency of service.                                                                                                            | Project would result in savings by eliminating obsolete or inefficient equipment or facilities.                             | Project would result in significant savings by increasing the efficiency of a service, or by reducing on-going cost of a service or facility. |
| <b>Feasibility of project</b>                     | Project is unable to proceed in the upcoming fiscal year due to obstacles such as land acquisition, legal hurdles, partnerships needed, major public outreach needed. | Minor obstacles exists; project is not entirely ready to proceed.                                                           | Project is entirely ready to proceed; no significant obstacles exist.                                                                         |
| <b>Operational budget impacts</b>                 | Project would significantly increase debt service, installment payments, personnel or other operating costs, or decrease revenues.                                    | Project would not significantly impact debt service, installment payments, personnel or other operating costs, or revenues. | Project would significantly decrease debt service, installment payments, personnel or other operating costs, or increase revenues.            |



**CITY OF SIKESTON**  
**SUMMARY OF PROPOSED CAPITAL IMPROVEMENT NEEDS**  
**FOR FISCAL YEARS 2016, 2017, 2018, 2019 AND 2020**

|                                           | <u>FY-16 Requests</u> | <u>FY-17 Requests</u> | <u>FY-18 Requests</u> | <u>FY-19 Requests</u> | <u>FY-20 Requests</u> |
|-------------------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| <b><u>GOVERNMENTAL SERVICES</u></b>       |                       |                       |                       |                       |                       |
| General Government                        | \$95,000              | \$0                   | \$95,000              | \$0                   | \$0                   |
| City Counselor                            | \$0                   | \$0                   | \$0                   | \$0                   | \$0                   |
| City Manager                              | \$0                   | \$0                   | \$0                   | \$0                   | \$0                   |
| Municipal Court                           | \$0                   | \$0                   | \$0                   | \$0                   | \$0                   |
| Department Total                          | <u>\$95,000</u>       | <u>\$0</u>            | <u>\$95,000</u>       | <u>\$0</u>            | <u>\$0</u>            |
| <b><u>ADMINISTRATIVE SERVICES</u></b>     |                       |                       |                       |                       |                       |
| City Clerk/Director                       | \$0                   | \$0                   | \$0                   | \$0                   | \$0                   |
| City Treasurer                            | \$0                   | \$0                   | \$0                   | \$0                   | \$0                   |
| City Collector                            | \$0                   | \$0                   | \$0                   | \$0                   | \$0                   |
| Department Total                          | <u>\$0</u>            | <u>\$0</u>            | <u>\$0</u>            | <u>\$0</u>            | <u>\$0</u>            |
| <b><u>ECONOMIC DEVELOPMENT</u></b>        |                       |                       |                       |                       |                       |
| Director                                  | \$1,100,000           | \$3,000,000           | \$0                   | \$30,000              | \$0                   |
| Department Total                          | <u>\$1,100,000</u>    | <u>\$3,000,000</u>    | <u>\$0</u>            | <u>\$30,000</u>       | <u>\$0</u>            |
| <b><u>PUBLIC SAFETY</u></b>               |                       |                       |                       |                       |                       |
| Administration/Detention                  | \$0                   | \$0                   | \$0                   | \$0                   | \$0                   |
| Patrol                                    | \$245,000             | \$257,250             | \$270,100             | \$283,600             | \$298,000             |
| Fire                                      | \$100,000             | \$4,132,000           | \$418,500             | \$135,000             | \$100,000             |
| Department Total                          | <u>\$345,000</u>      | <u>\$4,389,250</u>    | <u>\$688,600</u>      | <u>\$418,600</u>      | <u>\$398,000</u>      |
| <b><u>DEPARTMENT OF PUBLIC WORKS:</u></b> |                       |                       |                       |                       |                       |
| Director                                  | \$0                   | \$0                   | \$0                   | \$0                   | \$0                   |
| Street Div. Vehicles & Equipment          | \$175,141             | \$239,578             | \$194,007             | \$276,858             | \$161,843             |
| Street Div. Buildings & Maintenance       | \$25,000              | \$0                   | \$0                   | \$0                   | \$0                   |
| Streets & Drainage                        | \$518,000             | \$88,000              | \$348,000             | \$178,000             | \$25,000              |
| Airport                                   | \$0                   | \$250,000             | \$0                   | \$400,000             | \$0                   |
| Code Enforcement                          | \$25,000              | \$25,000              | \$25,000              | \$0                   | \$0                   |
| Garage                                    | \$0                   | \$30,000              | \$0                   | \$0                   | \$0                   |
| Animal Control                            | \$13,000              | \$0                   | \$0                   | \$0                   | \$0                   |
| Parks & Recreation                        | \$656,000             | \$635,000             | \$488,000             | \$380,000             | \$528,000             |
| Department Total                          | <u>\$1,412,141</u>    | <u>\$1,267,578</u>    | <u>\$1,055,007</u>    | <u>\$1,234,858</u>    | <u>\$714,843</u>      |
| CAPITAL IMPROVEMENT NEEDS                 |                       |                       |                       |                       |                       |
| ALL DEPARTMENTS                           | <u>\$2,952,141</u>    | <u>\$8,656,828</u>    | <u>\$1,838,607</u>    | <u>\$1,683,458</u>    | <u>\$1,112,843</u>    |

**TOTAL 5-YEAR CAPITAL IMPROVEMENT PLAN EXPENDITURES BY DEPARTMENT**

|                         | <u>5-Year Program Total</u> | <u>Percentage of<br/>5-Year Program</u> |
|-------------------------|-----------------------------|-----------------------------------------|
| General Government      | \$190,000                   | 1.17%                                   |
| Administrative Services | \$0                         | 0.00%                                   |
| Economic Development    | \$4,130,000                 | 25.42%                                  |
| Public Safety           | \$6,239,450                 | 38.41%                                  |
| Public Works            | \$5,684,427                 | 34.99%                                  |
| Total                   | <u>\$16,243,877</u>         | 100.00%                                 |

**CITY OF SKESTON**  
**PROPOSED CAPITAL IMPROVEMENT EXPENDITURES FY-16 THROUGH FY-20**  
**PRESENTED BY PROPOSED FUNDING SOURCE AND DEPARTMENT**

| <u>FUNDING SOURCE:</u>        | <u>FY-16 Requests</u> | <u>FY-17 Requests</u> | <u>FY-18 Requests</u> | <u>FY-19 Requests</u> | <u>FY-20 Requests</u> |
|-------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| General Revenue Fund          |                       |                       |                       |                       |                       |
| General Government            | \$0                   | \$0                   | \$0                   | \$0                   | \$0                   |
| Economic Development          | \$0                   | \$0                   | \$0                   | \$30,000              | \$0                   |
| Admin. Services               | \$0                   | \$0                   | \$0                   | \$0                   | \$0                   |
| Public Safety                 | \$0                   | \$32,000              | \$318,500             | \$0                   | \$0                   |
| Public Works                  | \$13,000              | \$13,000              | \$13,000              | \$13,000              | \$0                   |
| Capital Improvement Fund      |                       |                       |                       |                       |                       |
| General Government            | \$95,000              | \$0                   | \$95,000              | \$0                   | \$0                   |
| Economic Development          | \$1,100,000           | \$3,000,000           | \$0                   | \$0                   | \$0                   |
| Admin. Services               | \$0                   | \$0                   | \$0                   | \$0                   | \$0                   |
| Public Safety                 | \$345,000             | \$4,357,250           | \$370,100             | \$418,600             | \$398,000             |
| Public Works                  | \$719,000             | \$980,000             | \$513,000             | \$780,000             | \$528,000             |
| 911 Sales Tax Fund            | \$0                   | \$0                   | \$0                   | \$0                   | \$0                   |
| Essex Fund                    | \$0                   | \$0                   | \$0                   | \$0                   | \$0                   |
| Park Fund                     | \$0                   | \$0                   | \$0                   | \$0                   | \$0                   |
| Transportation Sales Tax Fund | \$680,141             | \$274,578             | \$529,007             | \$441,858             | \$186,843             |
| <b>TOTAL ALL FUNDS</b>        | <b>\$2,952,141</b>    | <b>\$8,656,828</b>    | <b>\$1,838,607</b>    | <b>\$1,683,458</b>    | <b>\$1,112,843</b>    |

**SUMMARY OF 5-YEAR CAPITAL IMPROVEMENT PLAN EXPENDITURES BY PROPOSED FUNDING SOURCE**

| <u>FUNDING SOURCE:</u>        | <u>FY-16 Requests</u> | <u>FY-17 Requests</u> | <u>FY-18 Requests</u> | <u>FY-19 Requests</u> | <u>FY-20 Requests</u> |
|-------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| General Fund                  | \$13,000              | \$45,000              | \$331,500             | \$43,000              | \$0                   |
| Capital Improvement Fund      | \$2,259,000           | \$8,337,250           | \$978,100             | \$1,198,600           | \$926,000             |
| 911 Sales Tax Fund            | \$0                   | \$0                   | \$0                   | \$0                   | \$0                   |
| Essex Building Fund           | \$0                   | \$0                   | \$0                   | \$0                   | \$0                   |
| Park Fund                     | \$0                   | \$0                   | \$0                   | \$0                   | \$0                   |
| Transportation Sales Tax Fund | \$680,141             | \$274,578             | \$529,007             | \$441,858             | \$186,843             |
|                               | <b>\$2,952,141</b>    | <b>\$8,656,828</b>    | <b>\$1,838,607</b>    | <b>\$1,683,458</b>    | <b>\$1,112,843</b>    |

**FUNDING SOURCE AS PERCENTAGE OF TOTAL PLAN EXPENDITURES**

|                               | <u>5-Year Program Total</u> | <u>Percentage of<br/>5-Year Program</u> |
|-------------------------------|-----------------------------|-----------------------------------------|
| General Fund                  | \$432,500                   | 2.66%                                   |
| Capital Improvement Fund      | \$13,698,950                | 84.33%                                  |
| 911 Sales Tax Fund            | \$0                         | 0.00%                                   |
| Essex Building Fund           | \$0                         | 0.00%                                   |
| Transportation Sales Tax Fund | \$2,112,427                 | 13.00%                                  |
| <b>Total</b>                  | <b>\$16,243,877</b>         | <b>100.00%</b>                          |

**CITY OF SIKESTON**  
**PROPOSED CAPITAL IMPROVEMENT EXPENDITURES FY-16 THROUGH FY-20**  
**PRESENTED BY ASSET FUNCTION AND DEPARTMENT**

**ASSET FUNCTION:**

|                            | <u>FY-16 Requests</u> | <u>FY-17 Requests</u> | <u>FY-18 Requests</u> | <u>FY-19 Requests</u> | <u>FY-20 Requests</u> |
|----------------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| General Operations Support |                       |                       |                       |                       |                       |
| General Government         | \$95,000              | \$0                   | \$95,000              | \$0                   | \$0                   |
| Economic Development       | \$0                   | \$0                   | \$0                   | \$30,000              | \$0                   |
| Administrative Services    | \$0                   | \$0                   | \$0                   | \$0                   | \$0                   |
| Public Safety              | \$0                   | \$32,000              | \$35,000              | \$0                   | \$0                   |
| Public Works               | \$25,000              | \$55,000              | \$25,000              | \$0                   | \$0                   |
| Health & Safety            |                       |                       |                       |                       |                       |
| Public Safety              | \$345,000             | \$357,250             | \$653,600             | \$383,600             | \$398,000             |
| Public Works               | \$13,000              | \$13,000              | \$13,000              | \$13,000              | \$0                   |
| Infrastructure             |                       |                       |                       |                       |                       |
| General Government         | \$0                   | \$0                   | \$0                   | \$0                   | \$0                   |
| Economic Development       | \$1,100,000           | \$3,000,000           | \$0                   | \$0                   | \$0                   |
| Administrative Services    | \$0                   | \$0                   | \$0                   | \$0                   | \$0                   |
| Public Safety              | \$0                   | \$4,000,000           | \$0                   | \$35,000              | \$0                   |
| Public Works               | \$718,141             | \$564,578             | \$529,007             | \$841,858             | \$186,843             |
| Quality of Life            |                       |                       |                       |                       |                       |
| Public Works               | \$656,000             | \$635,000             | \$488,000             | \$380,000             | \$528,000             |
|                            | <u>\$2,952,141</u>    | <u>\$8,656,828</u>    | <u>\$1,838,607</u>    | <u>\$1,683,458</u>    | <u>\$1,112,843</u>    |

**SUMMARY OF 5-YEAR CAPITAL IMPROVEMENT PLAN EXPENDITURES BY ASSET FUNCTION PER YEAR**

|                            | <u>FY-16 Requests</u> | <u>FY-17 Requests</u> | <u>FY-18 Requests</u> | <u>FY-19 Requests</u> | <u>FY-20 Requests</u> |
|----------------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| General Operations Support | \$120,000             | \$87,000              | \$155,000             | \$30,000              | \$0                   |
| Health & Safety            | \$358,000             | \$370,250             | \$666,600             | \$396,600             | \$398,000             |
| Infrastructure             | \$1,818,141           | \$7,564,578           | \$529,007             | \$876,858             | \$186,843             |
| Quality of Life            | \$656,000             | \$635,000             | \$488,000             | \$380,000             | \$528,000             |
|                            | <u>\$2,952,141</u>    | <u>\$8,656,828</u>    | <u>\$1,838,607</u>    | <u>\$1,683,458</u>    | <u>\$1,112,843</u>    |

**ASSET FUNCTION AS PERCENTAGE OF TOTAL CAPITAL IMPROVEMENT PLAN**

|                            | <u>5-Year Program Total</u> | <u>Percentage of<br/>5-Year Program</u> |
|----------------------------|-----------------------------|-----------------------------------------|
| General Operations Support | \$392,000                   | 2.41%                                   |
| Health & Safety            | \$2,189,450                 | 13.48%                                  |
| Infrastructure             | \$10,975,427                | 67.57%                                  |
| Quality of Life            | \$2,687,000                 | 16.54%                                  |
| Total                      | <u>\$16,243,877</u>         | <u>100.00%</u>                          |

**5-YEAR CAPITAL PLAN, FY-16 THROUGH FY-20 - CONTINUED**  
**DEPARTMENT OF PUBLIC WORKS**

Capital purchases and projects are defined as purchases of \$10,000 or more for assets with a useful life of 5 years or greater, and major street, drainage, construction/deconstruction projects (not including mill work, overlays or other measures) over and above normal street maintenance.

**Legend:**

**Funding Source:** GF - General Fund, 911 - 911 Sales Tax Fund, TST - Transportation Sales Tax Fund, PF - Park Fund, CI - Capital Improvement Fund

**Action to be taken:** A - Add, R - Replace, C - Convert

**Category of Asset:**

**IN** - Infrastructure: Projects/purchases associated with buildings, streets, or stormwater drainage

**GS** - General Operations Support: Assets used to support routine/on-going municipal operations

**QL** - Quality of Life: Assets used to promote/enhance the City's general environment, physical health, and recreation facilities

**HS** - Health & Safety: Assets used specifically to promote/enhance the health and safety of residents

| Department/Description:            | Estimated   | Year of         | Funding                       | FY-16 |            | FY-17 |            | FY-18 |            | FY-19 |            | FY-20 |            |
|------------------------------------|-------------|-----------------|-------------------------------|-------|------------|-------|------------|-------|------------|-------|------------|-------|------------|
|                                    | <u>Life</u> | <u>Purchase</u> | <u>Source</u> <u>Category</u> | Qty   | Amount     | Qty   | Amount     | Qty   | Amount     | Qty   | Amount     | Qty   | Amount     |
| <b>Public Works, Director 7540</b> |             |                 |                               |       |            |       |            |       |            |       |            |       |            |
| <b>DIRECTOR DIVISION TOTAL</b>     |             |                 |                               |       | <b>\$0</b> |       | <b>\$0</b> |       | <b>\$0</b> |       | <b>\$0</b> |       | <b>\$0</b> |

| Department/Description:                                                                          | Estimated   | Year of         | Funding       | FY-16           |     | FY-17     |     | FY-18     |     | FY-19     |     | FY-20     |     |           |
|--------------------------------------------------------------------------------------------------|-------------|-----------------|---------------|-----------------|-----|-----------|-----|-----------|-----|-----------|-----|-----------|-----|-----------|
|                                                                                                  | <u>Life</u> | <u>Purchase</u> | <u>Source</u> | <u>Category</u> | Qty | Amount    | Qty | Amount    | Qty | Amount    | Qty | Amount    | Qty | Amount    |
| Public Works, STREETS                                                                            |             |                 |               |                 |     |           |     |           |     |           |     |           |     |           |
| VEHICLES & EQUIPMENT                                                                             |             |                 |               |                 |     |           |     |           |     |           |     |           |     |           |
| 3/4 Ton Work Truck                                                                               |             |                 | TST           | IN              | 1   | \$30,000  | 2   | \$60,000  | 1   | \$30,000  |     |           |     |           |
| 1 Ton Work Truck                                                                                 |             |                 | TST           | IN              |     |           |     |           | 1   | \$40,000  | 1   | \$40,000  |     |           |
| Lease Purchase - 3 Tandem Dump Trucks*                                                           |             |                 | TST           | IN              | 1   | \$55,141  | 1   | \$54,578  | 1   | \$54,007  | 1   | \$53,429  | 1   | \$52,843  |
| Lease Purchase - Elgin Pelican Street Sweeper (4 Yr)                                             |             |                 | TST           | IN              | 1   | \$45,000  | 1   | \$45,000  | 1   | \$45,000  | 1   | \$45,000  | 1   | \$45,000  |
| Large Tractor                                                                                    |             |                 | TST           | IN              | 1   | \$45,000  |     |           |     |           |     |           |     |           |
| Leaf Machine                                                                                     |             |                 | CI            | IN              |     |           | 1   | \$40,000  |     |           |     |           |     |           |
| Used Lift or Boom Truck                                                                          |             |                 | TST           | IN              |     |           |     |           | 1   | \$25,000  |     |           |     |           |
| Truck with Asphalt Patching                                                                      |             |                 | TST           | IN              |     |           |     |           |     |           | 1   | \$138,429 |     |           |
| Crack Sealing Equipment                                                                          |             |                 | TST           | IN              |     |           | 1   | \$40,000  |     |           |     |           |     |           |
| Lease Purchase - Consisting of 1 Sewer Truck,<br>1 Dump Truck, 1 Backhoe, and 1 Front End Loader |             |                 | TST           | IN              |     |           |     |           |     |           |     |           | 1   | \$64,000  |
| Street Division, Vehicles & Equipment, Total                                                     |             |                 |               |                 |     | \$175,141 |     | \$239,578 |     | \$194,007 |     | \$276,858 |     | \$161,843 |

\* Replaced FY-15 under lease-purchase agreement

| Department/Description:                                   | Estimated   | Year of         | Funding                       | FY-16 |                 | FY-17    |            | FY-18 |            | FY-19 |            | FY-20 |            |
|-----------------------------------------------------------|-------------|-----------------|-------------------------------|-------|-----------------|----------|------------|-------|------------|-------|------------|-------|------------|
|                                                           | <u>Life</u> | <u>Purchase</u> | <u>Source</u> <u>Category</u> | Qty   | Amount          | Qty      | Amount     | Qty   | Amount     | Qty   | Amount     | Qty   | Amount     |
| <b>Public Works, STREETS DIVISION Continued</b>           |             |                 |                               |       |                 |          | \$0        |       | \$0        |       | \$0        |       | \$0        |
| <b>BUILDINGS &amp; MAINTENANCE</b>                        |             |                 |                               |       |                 |          |            |       |            |       |            |       |            |
| Construct Salt Storage Building                           |             |                 | CI                            | IN    | 1               | \$25,000 |            |       |            |       |            |       |            |
| <b>Street Division, Buildings &amp; Maintenance Total</b> |             |                 |                               |       | <b>\$25,000</b> |          | <b>\$0</b> |       | <b>\$0</b> |       | <b>\$0</b> |       | <b>\$0</b> |

Department/Description:

**Public Works, STREETS DIVISION Continued**

| STREET & DRAINAGE PROJECTS                                                        | Estimated | Year of  | Funding |          | FY-16 |           | FY-17 |           | FY-18 |           | FY-19 |           | FY-20 |           |
|-----------------------------------------------------------------------------------|-----------|----------|---------|----------|-------|-----------|-------|-----------|-------|-----------|-------|-----------|-------|-----------|
|                                                                                   | Life      | Purchase | Source  | Category | Qty   | Amount    | Qty   | Amount    | Qty   | Amount    | Qty   | Amount    | Qty   | Amount    |
| Various ADA Improvements                                                          |           |          | TST     | IN       | 1     | \$25,000  | 1     | \$25,000  | 1     | \$25,000  | 1     | \$25,000  | 1     | \$25,000  |
| Wakefield Avenue - Asphalt and Concrete<br>(Davis Blvd to Kingshighway)           |           |          | TST     | IN       | 1     | \$325,000 |       |           |       |           |       |           |       |           |
| Kathleen and Scott Intersection<br>(Intersection Only with Drainage Improvements) |           |          | TST     | IN       | 1     | \$35,000  |       |           |       |           |       |           |       |           |
| Maple @ Greer<br>(Drainage Improvements)                                          |           |          | TST     | IN       | 1     | \$120,000 |       |           |       |           |       |           |       |           |
| Beaird Drive - Concrete Project (Cul-De-Sac Only)                                 |           |          | TST     | IN       |       |           | 1     | \$50,000  |       |           |       |           |       |           |
| East St. - Concrete and Drainage Improvements<br>(Gladys to Malone Ave)           |           |          | TST     | IN       |       |           |       |           | 1     | \$110,000 |       |           |       |           |
| College St - Concrete Project<br>(N. Main to Taylor)                              |           |          | TST     | IN       |       |           |       |           | 1     | \$120,000 |       |           |       |           |
| Sikes Ave<br>(Tanner to Wallace)                                                  |           |          | TST     | IN       |       |           |       |           |       |           | 1     | \$140,000 |       |           |
| Drainage Project (Davis Blvd to RR)                                               |           |          | TST     | IN       |       |           |       |           | 1     | \$80,000  |       |           |       |           |
| Applegate Drainage Improvements                                                   |           |          | TST     | IN       |       |           |       |           |       |           |       |           |       |           |
| Relocate Intersection of Mitchell at E. Malone                                    |           |          | TST     | IN       |       |           |       |           |       |           |       |           |       |           |
| Relocate Intersection of Donna at Ables Road                                      |           |          | TST     | IN       |       |           |       |           |       |           |       |           |       |           |
| At Grade Intersection - South Ingram @ US 60                                      |           |          | TST     | IN       |       |           |       |           |       |           |       |           |       |           |
| Reconstruct County Line Road & Bridge over St. Johns                              |           |          | TST     | IN       |       |           |       |           |       |           |       |           |       |           |
| Traffic Signal Battery Back-up (possible funding through DPS line item)           |           |          | GF      | HS       | A     | \$13,000  | A     | \$13,000  | A     | \$13,000  |       | \$13,000  |       |           |
| STREET & DRAINAGE PROJECTS TOTAL                                                  |           |          |         |          |       | \$518,000 |       | \$88,000  |       | \$348,000 |       | \$178,000 |       | \$25,000  |
| STREET DIVISION TOTAL                                                             |           |          |         |          |       | \$718,141 |       | \$327,578 |       | \$542,007 |       | \$454,858 |       | \$186,843 |

| Department/Description:         |  | Estimated   | Year of         | Funding       |                 | FY-16 |            | FY-17 |                 | FY-18 |            | FY-19 |            | FY-20 |            |
|---------------------------------|--|-------------|-----------------|---------------|-----------------|-------|------------|-------|-----------------|-------|------------|-------|------------|-------|------------|
|                                 |  | <u>Life</u> | <u>Purchase</u> | <u>Source</u> | <u>Category</u> | Qty   | Amount     | Qty   | Amount          | Qty   | Amount     | Qty   | Amount     | Qty   | Amount     |
| <b>Public Works, GARAGE</b>     |  |             |                 |               |                 |       |            |       |                 |       |            |       |            |       |            |
| <b>VEHICLES &amp; EQUIPMENT</b> |  |             |                 |               |                 |       |            |       |                 |       |            |       |            |       |            |
| 3/4 Ton Work Truck              |  |             |                 | CI            | GS              |       |            | 1     | \$30,000        |       |            |       |            |       |            |
| <b>GARAGE DIVISION TOTAL</b>    |  |             |                 |               |                 |       | <b>\$0</b> |       | <b>\$30,000</b> |       | <b>\$0</b> |       | <b>\$0</b> |       | <b>\$0</b> |

|                                 |             |                 |               |                 |       |          |       |          |       |          |       |        |       |        |
|---------------------------------|-------------|-----------------|---------------|-----------------|-------|----------|-------|----------|-------|----------|-------|--------|-------|--------|
| Department/Description:         | Estimated   | Year of         | Funding       |                 | FY-16 |          | FY-17 |          | FY-18 |          | FY-19 |        | FY-20 |        |
| Public Works, CODE ENFORCEMENT  | <u>Life</u> | <u>Purchase</u> | <u>Source</u> | <u>Category</u> | Qty   | Amount   | Qty   | Amount   | Qty   | Amount   | Qty   | Amount | Qty   | Amount |
| VEHICLES & EQUIPMENT            |             |                 |               |                 |       |          |       |          |       |          |       |        |       |        |
| 3/4 Ton Work Truck              |             |                 | CI            | GS              | 1     | \$25,000 | 1     | \$25,000 | 1     | \$25,000 |       |        |       |        |
| CODE ENFORCEMENT DIVISION TOTAL |             |                 |               |                 |       | \$25,000 |       | \$25,000 |       | \$25,000 |       | \$0    |       | \$0    |

[illegible]

|                                      |    |    |   |                    |               |               |               |               |
|--------------------------------------|----|----|---|--------------------|---------------|---------------|---------------|---------------|
| Replace HVAC Unit                    | CI | IN | R | \$13,000.00        | \$0.00        | \$0.00        | \$0.00        | \$0.00        |
| <b>ANIMAL CONTROL DIVISION TOTAL</b> |    |    |   | <b>\$13,000.00</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b> |

| Department/Description:                                       | Estimated   | Year of         | Funding       |                 | FY-16 |             | FY-17 |          | FY-18 |          | FY-19 |          | FY-20 |          |
|---------------------------------------------------------------|-------------|-----------------|---------------|-----------------|-------|-------------|-------|----------|-------|----------|-------|----------|-------|----------|
| <b>Public Works, PARKS &amp; RECREATION</b>                   | <u>Life</u> | <u>Purchase</u> | <u>Source</u> | <u>Category</u> | Qty   | Amount      | Qty   | Amount   | Qty   | Amount   | Qty   | Amount   | Qty   | Amount   |
| <b>VEHICLES &amp; EQUIPMENT</b>                               |             |                 |               |                 |       |             |       |          |       |          |       |          |       |          |
| 3/4 Ton Work Truck                                            |             |                 | CI            | QL              | 1     | \$30,000.00 |       |          |       |          |       |          |       |          |
| 1 Ton Work Truck                                              |             |                 | CI            | QL              |       |             |       |          | 1     | \$40,000 |       |          | 1     | \$40,000 |
| Small Tractor with Loader                                     |             |                 | CI            | QL              |       |             | 1     | \$20,000 |       |          |       |          |       |          |
| Front Mounted Mowers                                          |             |                 | CI            | QL              | 2     | \$18,000.00 |       |          | 2     | \$18,000 |       |          | 2     | \$18,000 |
| Large Tractor                                                 |             |                 | CI            | QL              |       |             |       |          |       |          | 1     | \$45,000 |       |          |
| <b>PARKS &amp; RECREATION, VEHICLES &amp; EQUIPMENT TOTAL</b> |             |                 |               |                 |       | \$48,000.00 |       | \$20,000 |       | \$58,000 |       | \$45,000 |       | \$58,000 |

| BUILDINGS & MAINTENANCE                                |    |    |   |           |   |           |   |           |   |           |     |   |           |
|--------------------------------------------------------|----|----|---|-----------|---|-----------|---|-----------|---|-----------|-----|---|-----------|
| Replace Ballfield Lights - Complex Field #5            | CI | QL | 1 | \$100,000 |   |           |   |           |   |           | \$0 |   | \$0       |
| Replace Ballfield Lights - Complex Field #6            | CI | QL |   |           | 1 | \$100,000 |   |           |   |           |     |   |           |
| Replace Ballfield Lights - Rotary Park                 | CI | QL |   |           |   |           | 1 | \$50,000  |   |           |     |   |           |
| Replace Backstop - Complex - SB Field                  | CI | QL | 2 | \$30,000  |   |           |   |           |   |           |     |   |           |
| Replace Backstop - Complex - Little League Field       | CI | QL | 2 | \$20,000  |   |           |   |           |   |           |     |   |           |
| Construct New Restroom - Complex - Tennis Court Area   | CI | QL | 1 | \$40,000  |   |           |   |           |   |           |     |   |           |
| Construct New Restroom - Complex - HS Soccer Area      | CI | QL | 1 | \$40,000  |   |           |   |           |   |           |     |   |           |
| Construct New Restroom - Complex - T-Ball Area         | CI | QL |   |           | 1 | \$40,000  |   |           |   |           |     |   |           |
| Construct New Restroom - RS Matthews Park              | CI | QL |   |           |   |           | 1 | \$40,000  |   |           |     |   |           |
| Replace Fitness Equipment around Complex Lake          | CI | QL |   |           | 1 | \$20,000  |   |           |   |           |     |   |           |
| Playground Equipment - Complex - South End             | CI | QL |   |           | 1 | \$15,000  |   |           |   |           |     |   |           |
| ADA Accessible Playground Area                         | CI | QL |   |           |   |           | 1 | \$100,000 |   |           |     |   |           |
| Splash Pad - Complex                                   | CI | QL |   |           |   |           |   |           | 1 | \$50,000  |     |   |           |
| Splash Pad - Lincoln Park                              | CI | QL |   |           |   |           |   |           | 1 | \$50,000  |     |   |           |
| Splash Pad - Central Park                              | CI | QL |   |           |   |           |   |           |   |           |     | 1 | \$50,000  |
| Splash Pad - Malone Park                               | CI | QL |   |           |   |           |   |           |   |           |     | 1 | \$50,000  |
| Trail Project - Salcedo Road (Complex to Kingshighway) | CI | QL | 1 | \$300,000 |   |           |   |           |   |           |     | 1 | \$100,000 |
| Trail Project - RR Trail - Ph1 (Selma to Stoddard)     | CI | QL |   |           | 1 | \$400,000 |   |           |   |           |     |   |           |
| Trail Project - North West (Salcedo Rd to Malone)      | CI | QL |   |           |   |           | 1 | \$240,000 |   |           |     |   |           |
| Trail Project - South West (Malone to Murray Lane)     | CI | QL |   |           |   |           |   |           | 1 | \$85,000  |     |   |           |
| Various Trail Projects                                 |    |    |   |           |   |           |   |           | 1 | \$100,000 |     | 1 | \$150,000 |
| St. John's Bayou Improvements                          | CI | QL |   |           |   |           |   |           | 1 | \$50,000  |     | 1 | \$50,000  |
| Complex Parking Lots                                   | CI | QL |   |           | 1 | \$40,000  |   |           |   |           |     | 1 | \$70,000  |
| Mausoleum Repairs (Roof, Tuck-pointing, Front Door)    | CI | QL | 1 | \$78,000  |   |           |   |           |   |           |     |   |           |
| Parks & Recreation, Buildings & Maintenance Total      |    |    |   | \$608,000 |   | \$615,000 |   | \$430,000 |   | \$335,000 |     |   | \$470,000 |
| PARKS DIVISION TOTAL                                   |    |    |   | \$656,000 |   | \$635,000 |   | \$488,000 |   | \$380,000 |     |   | \$528,000 |

| Department/Description:           | Estimated   | Year of         | Funding       | FY-16           |     | FY-17  |     | FY-18     |     | FY-19  |           | FY-20  |  |
|-----------------------------------|-------------|-----------------|---------------|-----------------|-----|--------|-----|-----------|-----|--------|-----------|--------|--|
| <b>Public Works, AIRPORT</b>      | <u>Life</u> | <u>Purchase</u> | <u>Source</u> | <u>Category</u> | Qty | Amount | Qty | Amount    | Qty | Amount | Qty       | Amount |  |
| <b>BUILDINGS &amp; FACILITIES</b> |             |                 |               |                 |     |        |     |           |     |        |           |        |  |
| Apron Expansion                   |             |                 | CI            | IN              |     |        | 1   | \$250,000 |     |        |           |        |  |
| T-Hangers                         |             |                 | CI            | IN              |     |        |     |           |     | 1      | \$400,000 |        |  |

|                                      |                    |                    |                    |                    |                  |
|--------------------------------------|--------------------|--------------------|--------------------|--------------------|------------------|
| <b>AIRPORT DIVISION TOTAL</b>        | <b>\$0</b>         | <b>\$250,000</b>   | <b>\$0</b>         | <b>\$400,000</b>   | <b>\$0</b>       |
| <b>PUBLIC WORKS DEPARTMENT TOTAL</b> | <b>\$1,399,141</b> | <b>\$1,267,578</b> | <b>\$1,055,007</b> | <b>\$1,234,858</b> | <b>\$714,843</b> |

| <b>PUBLIC WORKS CAPITAL IMPROVEMENT BY FUNDING SOURCE</b> | <b>FY-16<br/>Amount</b> | <b>FY-17<br/>Amount</b> | <b>FY-18<br/>Amount</b> | <b>FY-19<br/>Amount</b> | <b>FY-20<br/>Amount</b> |
|-----------------------------------------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|
| Transportation Sales Tax Fund (restricted)                | \$680,141               | \$274,578               | \$529,007               | \$441,858               | \$186,843               |
| Capital Improvement Fund                                  | \$719,000               | \$980,000               | \$513,000               | \$780,000               | \$528,000               |
| General Fund (unrestricted)                               | \$13,000                | \$13,000                | \$13,000                | \$13,000                | \$0                     |
| <b>Total</b>                                              | <b>\$1,412,141</b>      | <b>\$1,267,578</b>      | <b>\$1,055,007</b>      | <b>\$1,234,858</b>      | <b>\$714,843</b>        |

| <b>PUBLIC WORKS CAPITAL IMPROVEMENT PURCHASES BY FUNCTION</b> | <b>FY-16<br/>Amount</b> | <b>FY-17<br/>Amount</b> | <b>FY-18<br/>Amount</b> | <b>FY-19<br/>Amount</b> | <b>FY-20<br/>Amount</b> |
|---------------------------------------------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|
| Infrastructure                                                | \$718,141               | \$564,578               | \$529,007               | \$841,858               | \$186,843               |
| Quality of Life                                               | \$656,000               | \$635,000               | \$488,000               | \$380,000               | \$528,000               |
| Health & Safety                                               | \$13,000                | \$13,000                | \$13,000                | \$13,000                | \$0                     |
| General Operations Support                                    | \$25,000                | \$55,000                | \$25,000                | \$0                     | \$0                     |
| <b>Total</b>                                                  | <b>\$1,412,141</b>      | <b>\$1,267,578</b>      | <b>\$1,055,007</b>      | <b>\$1,234,858</b>      | <b>\$714,843</b>        |

| <b>PUBLIC WORKS CAPITAL IMPROVEMENTS BY FUNDING SOURCE OVER 5-YEAR PERIOD</b> |                    |  |
|-------------------------------------------------------------------------------|--------------------|--|
| Transportation Sales Tax Fund (restricted)                                    | \$2,112,427        |  |
| Capital Improvement Fund                                                      | \$3,520,000        |  |
| General Fund (unrestricted)                                                   | \$52,000           |  |
| <b>Total</b>                                                                  | <b>\$5,684,427</b> |  |

| <b>PUBLIC WORKS CAPITAL IMPROVEMENTS BY FUNCTION OVER 5-YEAR PERIOD</b> |                    |  |
|-------------------------------------------------------------------------|--------------------|--|
| Infrastructure                                                          | \$2,840,427        |  |
| Quality of Life                                                         | \$2,687,000        |  |
| Health & Safety                                                         | \$52,000           |  |
| General Operations Support                                              | \$105,000          |  |
| <b>Total</b>                                                            | <b>\$5,684,427</b> |  |

**5-YEAR CAPITAL PLAN, FY-16 THROUGH FY-20 - CONTINUED**  
**DEPARTMENT OF PUBLIC SAFETY**

Capital purchases are defined as purchases of \$10,000 or more for assets with a useful life of 5 years or greater.

**Legend:**

**Funding Source:** **GF** - General Fund, **911** - 911 Sales Tax Fund, **TST** - Transportation Sales Tax Fund, **PF** - Park Fund, **CI** - Capital Improvement Fund

**Action to be taken:** **A** - Add, **R** - Replace, **C** - Convert

**Category of Asset:**

**IN** - Infrastructure: Projects/purchases associated with buildings, streets, or stormwater drainage

**GS** - General Operations Support: Assets used to support routine/on-going municipal operations

**QL** - Quality of Life: Assets used to promote/enhance the City's general environment, physical health, and recreation facilities

**HS** - Health & Safety: Assets used specifically to promote/enhance the health and safety of residents

| <u>Dept./Division Expense Line Item</u>         | <u>Est. Life</u> | <u>Year of Purchase</u> | <u>Funding Source</u> | <u>Category</u> | FY-16 |        | FY-17 |        | FY-18 |        | FY-19 |        | FY-20 |        |
|-------------------------------------------------|------------------|-------------------------|-----------------------|-----------------|-------|--------|-------|--------|-------|--------|-------|--------|-------|--------|
|                                                 |                  |                         |                       |                 | Qty   | Amount | Qty   | Amount | Qty   | Amount | Qty   | Amount | Qty   | Amount |
| <b>Administration/Detention Division Total:</b> |                  |                         |                       |                 |       | \$0    |       | \$0    |       | \$0    |       | \$0    |       | \$0    |

| <u>Dept./Division Expense Line Item</u> | <u>Est. Life</u> | <u>Year of Purchase</u> | <u>Funding Source</u> | <u>Category</u> | FY-16 |           | FY-17 |           | FY-18 |           | FY-19 |           | FY-20 |           |
|-----------------------------------------|------------------|-------------------------|-----------------------|-----------------|-------|-----------|-------|-----------|-------|-----------|-------|-----------|-------|-----------|
|                                         |                  |                         |                       |                 | Qty   | Amount    | Qty   | Amount    | Qty   | Amount    | Qty   | Amount    | Qty   | Amount    |
| <b>Patrol Division:</b>                 |                  |                         |                       |                 |       |           |       |           |       |           |       |           |       |           |
| 558.5601-Sedan/Patrol Vehicles          | 3                |                         | CI                    | HS              | R7    | \$245,000 | R7    | \$257,250 | R7    | \$270,100 | R7    | \$283,600 | R7    | \$298,000 |
| Patrol Division Total:                  |                  |                         |                       |                 |       | \$245,000 |       | \$257,250 |       | \$270,100 |       | \$283,600 |       | \$298,000 |

| <u>Dept./Division Expense Line Item</u>             | <u>Est. Life</u> | <u>Year of Purchase</u> | <u>Funding Source</u> | <u>Category</u> | FY-16 |           | FY-17 |           | FY-18 |           | FY-19 |           | FY-20 |           |
|-----------------------------------------------------|------------------|-------------------------|-----------------------|-----------------|-------|-----------|-------|-----------|-------|-----------|-------|-----------|-------|-----------|
|                                                     |                  |                         |                       |                 | Qty   | Amount    | Qty   | Amount    | Qty   | Amount    | Qty   | Amount    | Qty   | Amount    |
| <b>Fire Division</b>                                |                  |                         |                       |                 |       |           |       |           |       |           |       |           |       |           |
| 558.5603-Sedans/Pickups                             |                  |                         | GF                    | GS              |       |           |       |           |       |           |       |           |       |           |
| a) Unit 05 (2005 Chevy Pickup)                      |                  | 2004                    |                       |                 |       | \$0       | 1     | \$32,000  |       | \$0       |       | \$0       |       | \$0       |
| b) Unit 61 (2009 Chevy Pickup)                      |                  | 2009                    |                       |                 |       |           |       |           |       |           |       |           |       |           |
| c) Unit 12 (97 Ford Sedan)                          |                  | 1997                    |                       |                 |       |           |       |           | 1     | \$35,000  |       |           |       |           |
| d) Unit 06 (2007 Ford Sedan)                        |                  | 2010                    |                       |                 |       |           |       |           |       |           |       |           |       |           |
| 558.5605-Fire Pumpers and Ladders                   |                  |                         | CI                    | HS              |       |           |       |           |       |           |       |           |       |           |
| a) 07 E-One pumper (unit 01)                        | 15               | 2007                    |                       |                 |       |           |       |           |       |           |       |           |       |           |
| b) 90 Ford pumper (unit 02)*                        | 15               | 1990                    |                       |                 |       | \$50,000  |       | \$50,000  |       | \$50,000  |       | \$50,000  |       | \$50,000  |
| c) 92 C933 pumper (unit 04)                         | 15               | 1992                    |                       |                 |       |           |       |           |       |           |       |           |       |           |
| d) 93 E-ONE 75' ladder L-2*                         | 15               | 1993                    |                       |                 |       | \$50,000  |       | \$50,000  |       | \$50,000  |       | \$50,000  |       | \$50,000  |
| e) 01 E-ONE 75' Ladder L-1                          | 15               | 2001                    |                       |                 |       |           |       |           |       |           |       |           |       |           |
| * Replaced in FY-15 under lease-purchase agreement. |                  |                         |                       |                 |       |           |       |           |       |           |       |           |       |           |
| 558.5664-SCBA Breathing Equipment                   |                  |                         | GF                    | HS              |       |           |       |           |       |           |       |           |       | \$0       |
| a) S.C.B.A.s. (30)                                  | 15               |                         |                       |                 |       |           |       |           | R30   | \$180,000 |       |           |       |           |
| b) Cylinders (115)                                  | 15               |                         |                       |                 |       |           |       |           | R115  | \$103,500 |       |           |       |           |
| Fire Division Subtotal                              |                  |                         |                       |                 |       | \$100,000 |       | \$132,000 |       | \$418,500 |       | \$100,000 |       | \$100,000 |

**5-YEAR CAPITAL PLAN, FY-16 THROUGH FY-20 - CONTINUED**  
**DEPARTMENT OF PUBLIC SAFETY, Continued**



| <u>Dept./Division Expense Line Item</u>                   | <u>Est.</u> | <u>Year of</u>  | <u>Funding</u> |                 | <u>FY-16</u> |                  | <u>FY-17</u> |                    | <u>FY-18</u> |                  | <u>FY-19</u> |                  | <u>FY-20</u> |                  |
|-----------------------------------------------------------|-------------|-----------------|----------------|-----------------|--------------|------------------|--------------|--------------------|--------------|------------------|--------------|------------------|--------------|------------------|
| <b>Fire Division, Continued</b>                           | <u>Life</u> | <u>Purchase</u> | <u>Source</u>  | <u>Category</u> | <u>Qty</u>   | <u>Amount</u>    | <u>Qty</u>   | <u>Amount</u>      | <u>Qty</u>   | <u>Amount</u>    | <u>Qty</u>   | <u>Amount</u>    | <u>Qty</u>   | <u>Amount</u>    |
| 558.5665-Compressors & Cascade System                     |             |                 | GF             | HS              |              |                  |              |                    |              |                  |              |                  |              |                  |
| a) Cascade (Bauer St-1)                                   | 15          | 2010            |                |                 |              |                  |              |                    |              |                  |              |                  |              |                  |
| b) Cascade (Bauer Mobile)                                 | 15          | 2005            |                |                 |              |                  |              |                    |              |                  |              |                  |              |                  |
| 558.5702-Building Renovation                              |             |                 | CI             | IN              |              |                  |              |                    |              |                  |              |                  |              |                  |
| a) New Station                                            | 50          |                 |                |                 |              |                  | R-1          | \$4,000,000        |              |                  |              |                  |              |                  |
| b) Air Shelter                                            | 15          | 2004            |                |                 |              |                  |              |                    |              |                  | R-1          | \$35,000         |              |                  |
| Fire Division Total                                       |             |                 |                |                 |              | \$100,000        |              | \$4,132,000        |              | \$418,500        |              | \$135,000        |              | \$100,000        |
| <b>Public Safety Department Capital Improvement Total</b> |             |                 |                |                 |              | <b>\$345,000</b> |              | <b>\$4,389,250</b> |              | <b>\$688,600</b> |              | <b>\$418,600</b> |              | <b>\$398,000</b> |

| <b>PUBLIC SAFETY CAPITAL IMPROVEMENT PURCHASES BY FUNCTION</b> |  |  |  |  | <u>FY-16</u>     | <u>FY-17</u>       | <u>FY-18</u>     | <u>FY-19</u>     | <u>FY-20</u>     |
|----------------------------------------------------------------|--|--|--|--|------------------|--------------------|------------------|------------------|------------------|
|                                                                |  |  |  |  | <u>Amount</u>    | <u>Amount</u>      | <u>Amount</u>    | <u>Amount</u>    | <u>Amount</u>    |
| Health & Safety Capital Purchases                              |  |  |  |  | \$345,000        | \$357,250          | \$653,600        | \$383,600        | \$398,000        |
| General Operations Support                                     |  |  |  |  | \$0              | \$32,000           | \$35,000         | \$0              | 0                |
| Infrastructure                                                 |  |  |  |  | \$0              | \$4,000,000        | \$0              | \$35,000         |                  |
| Total by Function                                              |  |  |  |  | <u>\$345,000</u> | <u>\$4,389,250</u> | <u>\$688,600</u> | <u>\$418,600</u> | <u>\$398,000</u> |

| <b>PUBLIC SAFETY CAPITAL IMPROVEMENT PURCHASES BY FUNDING SOURCE:</b> |  |  |  |  | <u>FY-16</u>     | <u>FY-17</u>       | <u>FY-18</u>     | <u>FY-19</u>     | <u>FY-20</u>     |
|-----------------------------------------------------------------------|--|--|--|--|------------------|--------------------|------------------|------------------|------------------|
|                                                                       |  |  |  |  | <u>Amount</u>    | <u>Amount</u>      | <u>Amount</u>    | <u>Amount</u>    | <u>Amount</u>    |
| General Fund                                                          |  |  |  |  | \$0              | \$32,000           | \$318,500        | \$0              | \$0              |
| Capital Improvement                                                   |  |  |  |  | \$345,000        | \$4,357,250        | \$370,100        | \$418,600        | \$398,000        |
| Total by Fund                                                         |  |  |  |  | <u>\$345,000</u> | <u>\$4,389,250</u> | <u>\$688,600</u> | <u>\$418,600</u> | <u>\$398,000</u> |

**PUBLIC SAFETY CAPITAL IMPROVEMENT PURCHASES BY FUNCTION OVER 5-YEAR PERIOD**

|                                   |                    |
|-----------------------------------|--------------------|
| Health & Safety Capital Purchases | \$2,137,450        |
| General Operations Support        | \$67,000           |
| Infrastructure                    | \$4,035,000        |
|                                   | <u>\$6,239,450</u> |

**PUBLIC SAFETY CAPITAL IMPROVEMENT PURCHASES BY FUNDING SOURCE OVER 5-YEAR PERIOD**

|                          |                    |
|--------------------------|--------------------|
| General Fund             | \$350,500          |
| Capital Improvement Fund | \$5,888,950        |
|                          | <u>\$6,239,450</u> |

**DEPARTMENT OF GOVERNMENTAL SERVICES**  
**PROJECTED 5-YEAR CAPITAL PLAN FOR THE PERIOD FY-2016 THROUGH FY-2020**

Capital purchases are defined as purchases of \$10,000 or more for assets with a useful life of 5 years or greater.

**Legend:**

**Funding Source:** GF - General Fund, 911 - 911 Sales Tax Fund, TST - Transportation Sales Tax Fund, PF - Park Fund, CI - Capital Improvement Fund

**Action to be taken:** A - Add, R - Replace, C- Convert

**Category of Asset:**

IN - Infrastructure: Projects/purchases associated with

QL - Quality of Life: Assets used to promote/enhance the City's general environment, physical health, and recreation facilities

GS - General Operations Support: Assets used to support routine/on-going municipal operations

HS - Health & Safety: Assets used specifically to promote/enhance the health and safety of residents

| Department/Description                                              | Est. Life | Year of Purchase | Funding Source | Category | FY-16           |                 | FY-17      |            | FY-18           |                 | FY-19      |            | FY-20      |            |
|---------------------------------------------------------------------|-----------|------------------|----------------|----------|-----------------|-----------------|------------|------------|-----------------|-----------------|------------|------------|------------|------------|
|                                                                     |           |                  |                |          | Qty             | Amount          | Qty        | Amount     | Qty             | Amount          | Qty        | Amount     | Qty        | Amount     |
| <b>General Government, 7510</b>                                     |           |                  |                |          |                 |                 |            | \$0        |                 |                 |            | \$0        |            | \$0        |
| 558.5673 - Telephone System & Equipment                             |           |                  |                |          |                 |                 |            |            |                 |                 |            |            |            |            |
| a) City-Wide VOIP w/Voice Mail Upgrade                              | 5         | FY-14            | CI             | GS       |                 |                 |            |            | R               | \$95,000        |            |            |            |            |
| 558.5690 - Computers & Equipment                                    |           |                  |                |          |                 |                 |            |            |                 |                 |            |            |            |            |
| a) Local Area Network (LAN) (FY-12 completed Server Virtualization) |           |                  |                |          |                 |                 |            |            |                 |                 |            |            |            |            |
| 1. Virtual Server - Expansion of File Storage                       | 10        |                  | CI             | GS       | A               | \$15,000        |            |            |                 |                 |            |            |            |            |
| 2. Switch Upgrade (Location City Hall)                              | 10        | FY-00            |                |          | R               | \$80,000        |            |            |                 |                 |            |            |            |            |
| b) Upgrade City Hall Network Cabling                                | 10        | FY-15            | CI             | GS       |                 |                 |            |            |                 |                 |            |            |            |            |
| <b>GENERAL GOVERNMENT DIVISION TOTAL</b>                            |           |                  |                |          |                 | <b>\$95,000</b> |            | <b>\$0</b> |                 | <b>\$95,000</b> |            | <b>\$0</b> |            | <b>\$0</b> |
| <b>SUMMARY OF CAPITAL IMPROVEMENT REQUESTS BY DIVISION</b>          |           |                  |                |          | FY-16           |                 | FY-17      |            | FY-18           |                 | FY-19      |            | FY-20      |            |
| General Government, 7510                                            |           |                  |                |          | Amount          |                 | Amount     |            | Amount          |                 | Amount     |            | Amount     |            |
|                                                                     |           |                  |                |          | <b>\$95,000</b> |                 |            |            | <b>\$95,000</b> |                 |            |            |            |            |
| City Manager, 7514                                                  |           |                  |                |          | <b>\$0</b>      |                 | <b>\$0</b> |            | <b>\$0</b>      |                 | <b>\$0</b> |            | <b>\$0</b> |            |
| City Attorney, 7516                                                 |           |                  |                |          | <b>\$0</b>      |                 | <b>\$0</b> |            | <b>\$0</b>      |                 | <b>\$0</b> |            | <b>\$0</b> |            |
| Municipal Court, 7518                                               |           |                  |                |          | <b>\$0</b>      |                 | <b>\$0</b> |            | <b>\$0</b>      |                 | <b>\$0</b> |            | <b>\$0</b> |            |
| TOTAL                                                               |           |                  |                |          | <b>\$95,000</b> |                 | <b>\$0</b> |            | <b>\$95,000</b> |                 | <b>\$0</b> |            | <b>\$0</b> |            |
| <b>SUMMARY CAPITAL IMPROVEMENT REQUESTS BY FUNDING SOURCE</b>       |           |                  |                |          | FY-16           |                 | FY-17      |            | FY-18           |                 | FY-19      |            | FY-20      |            |
| General Fund                                                        |           |                  |                |          | Amount          |                 | Amount     |            | Amount          |                 | Amount     |            | Amount     |            |
|                                                                     |           |                  |                |          | \$0             |                 | \$0        |            | \$0             |                 | \$0        |            | \$0        |            |
| Capital Improvement Fund                                            |           |                  |                |          | \$95,000        |                 | \$0        |            | \$95,000        |                 | \$0        |            | \$0        |            |
| TOTAL                                                               |           |                  |                |          | <b>\$95,000</b> |                 | <b>\$0</b> |            | <b>\$95,000</b> |                 | <b>\$0</b> |            | <b>\$0</b> |            |
| <b>SUMMARY OF CAPITAL IMPROVEMENT REQUESTS BY CATEGORY</b>          |           |                  |                |          | FY-16           |                 | FY-17      |            | FY-18           |                 | FY-19      |            | FY-20      |            |
| General Support                                                     |           |                  |                |          | Amount          |                 | Amount     |            | Amount          |                 | Amount     |            | Amount     |            |
|                                                                     |           |                  |                |          | \$95,000        |                 | \$0        |            | \$95,000        |                 | \$0        |            | \$0        |            |

GENERAL GOVERNMENT CIP TOTALS - 10/15/14

# 5-YEAR CAPITAL PLAN, FY-16 THROUGH FY-20 - CONTINUED

## DEPARTMENT OF ADMINISTRATIVE SERVICES

Capital purchases are defined as purchases of \$10,000 or more for assets with a useful life of 5 years or greater.

### Legend:

**Funding Source:** **GF** - General Fund, **911** - 911 Sales Tax Fund, **TST** - Transportation Sales Tax Fund, **PF** - Park Fund, **CI** - Capital Improvement Fund

**Action to be taken:** **A** - Add, **R** - Replace, **C** - Convert

### Category of Asset:

**IN** - Infrastructure: Projects/purchases associated with buildings, streets, or stormwater drainage

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**QL** - Quality of Life: Assets used to promote/enhance the City's general environment, physical health, and recreation facilities

**HS** - Health & Safety: Assets used specifically to promote/enhance the health and safety of residents

| Department/Description:                     | Estimated   | Year of         | Funding       |                 | FY-16 |            | FY-17 |            | FY-18 |            | FY-19 |            | FY-20 |            |
|---------------------------------------------|-------------|-----------------|---------------|-----------------|-------|------------|-------|------------|-------|------------|-------|------------|-------|------------|
|                                             | <u>Life</u> | <u>Purchase</u> | <u>Source</u> | <u>Category</u> | Qty   | Amount     | Qty   | Amount     | Qty   | Amount     | Qty   | Amount     | Qty   | Amount     |
| <b>Admin. Services, City Clerk 7520</b>     |             |                 |               |                 |       |            |       |            |       |            |       |            |       |            |
| 558.5693 Files, Storage & Routing           | 20          | 1986            | GF            | GS              |       |            |       |            |       |            |       |            |       |            |
| 558.5694 Furniture & Fixtures               | 20          |                 | GF            | GS              |       |            |       |            |       |            |       |            |       |            |
| <b>CITY CLERK/DIRECTOR DIVISION TOTAL</b>   |             |                 |               |                 |       | <b>\$0</b> |       | <b>\$0</b> |       | <b>\$0</b> |       | <b>\$0</b> |       | <b>\$0</b> |
| <b>Department/Description:</b>              | Estimated   | Year of         | Funding       |                 | FY-16 |            | FY-17 |            | FY-18 |            | FY-17 |            | FY-20 |            |
| <b>Admin. Services, City Treasurer 7522</b> | <u>Life</u> | <u>Purchase</u> | <u>Source</u> | <u>Category</u> | Qty   | Amount     | Qty   | Amount     | Qty   | Amount     | Qty   | Amount     | Qty   | Amount     |
| 558.5693 Files, Storage, & Routing          | 20          |                 | GF            | GS              |       |            |       |            |       |            |       |            |       |            |
| 558.5694 Furniture & Fixtures               | 20          |                 | GF            | GS              |       |            |       |            |       |            |       |            |       |            |
| <b>CITY TREASURER DIVISION TOTAL</b>        |             |                 |               |                 |       | <b>\$0</b> |       | <b>\$0</b> |       | <b>\$0</b> |       | <b>\$0</b> |       | <b>\$0</b> |
| <b>Department/Description:</b>              | Estimated   | Year of         | Funding       |                 | FY-16 |            | FY-17 |            | FY-18 |            | FY-19 |            | FY-20 |            |
| <b>Admin. Services, City Collector 7524</b> | <u>Life</u> | <u>Purchase</u> | <u>Source</u> | <u>Category</u> | Qty   | Amount     | Qty   | Amount     | Qty   | Amount     | Qty   | Amount     | Qty   | Amount     |
| 558.5693 Files, Storage, & Routing          | 20          | 1996            | GF            | GS              |       |            |       |            |       |            |       |            |       |            |
| 558.5694 Furniture & Fixtures               | 20          | 2000            | GF            | GS              |       |            |       |            |       |            |       |            |       |            |
| 558.5695 Copiers & Recording Equip          | 5           | 2012            | GF            | GS              |       |            |       |            |       |            |       |            |       |            |
| <b>CITY COLLECTOR DIVISION TOTAL</b>        |             |                 |               |                 |       | <b>\$0</b> |       | <b>\$0</b> |       | <b>\$0</b> |       | <b>\$0</b> |       | <b>\$0</b> |
| <b>ADMINISTRATIVE SERVICES DEPT. TOTAL</b>  |             |                 |               |                 |       | <b>\$0</b> |       | <b>\$0</b> |       | <b>\$0</b> |       | <b>\$0</b> |       | <b>\$0</b> |

**DEPARTMENT OF ECONOMIC DEVELOPMENT**  
**PROJECTED 5-YEAR CAPITAL PLAN FOR THE PERIOD FY-2016 THROUGH FY-2020**

Capital purchases are defined as purchases of \$10,000 or more for assets with a useful life of 5 years or greater.

Legend:

**Funding Source:** GF - General Fund, 911 - 911 Sales Tax Fund, TST - Transportation Sales Tax Fund, PF - Park Fund, CI - Capital Improvement Fund; EX - Essex Fund

**Action to be taken:** A - Add, R - Replace, C- Convert

**Category of Asset:**

**IN** - Infrastructure: Projects/purchases associated with buildings, streets, or stormwater drainage

**GS** - General Operations Support: Assets used to support routine/on-going municipal operations

**QL** - Quality of Life: Assets used to promote/enhance the City's general environment, physical health, and recreation facilities

**HS** - Health & Safety: Assets used specifically to promote/enhance the health and safety of residents

| <u>Dept./Division Expense Line Item</u>                             | <u>Est. Life</u> | <u>Year of Purchase</u> | <u>Funding Source</u> | <u>Category</u> | FY-16 |             | FY-17 |             | FY-18 |        | FY-19 |          | FY-20 |        |
|---------------------------------------------------------------------|------------------|-------------------------|-----------------------|-----------------|-------|-------------|-------|-------------|-------|--------|-------|----------|-------|--------|
|                                                                     |                  |                         |                       |                 | Qty   | Amount      | Qty   | Amount      | Qty   | Amount | Qty   | Amount   | Qty   | Amount |
| 7515558.5603 Sedans: Administrative                                 | 5                | 2014                    | GF                    | GS              |       | \$0         |       | \$0         |       | \$0    | R     | \$30,000 |       | \$0    |
| 7515558.5734 Streets & Alleys<br>Extension of Rose Parkway          | 30               | 2016                    | CI                    | IN              |       | \$1,100,000 |       |             |       |        |       |          |       |        |
| 7515558.5742 Land/Property Acquisition<br>Industrial Park Expansion |                  | FY-17                   | CI                    | IN              |       |             | A     | \$3,000,000 |       |        |       |          |       |        |
|                                                                     |                  |                         |                       |                 |       | \$1,100,000 |       | \$3,000,000 |       | \$0    |       | \$30,000 |       | \$0    |

**DED CAPITAL IMPROVEMENT PURCHASES BY FUNDING SOURCE**

|                          | FY-16<br>Amount | FY-17<br>Amount | FY-18<br>Amount | FY-19<br>Amount | FY-20<br>Amount |
|--------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| General Fund             | \$0             | \$0             | \$0             | \$30,000        | \$0             |
| Capital Improvement Fund | \$1,100,000     | \$3,000,000     | \$0             | \$0             | \$0             |
| Essex Fund               | \$0             | \$0             | \$0             | \$0             | \$0             |
|                          | \$1,100,000     | \$3,000,000     | \$0             | \$30,000        | \$0             |

**DED CAPITAL IMPROVEMENT PURCHASES BY FUNCTION**

|                            | FY-16<br>Amount | FY-17<br>Amount | FY-18<br>Amount | FY-19<br>Amount | FY-20<br>Amount |
|----------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| General Operations Support | \$0             | \$0             | \$0             | \$30,000        | \$0             |
| Infrastructure             | \$1,100,000     | \$3,000,000     | \$0             | \$0             | 0               |
|                            | \$1,100,000     | \$3,000,000     | \$0             | \$30,000        | \$0             |

ECONOMIC DEVELOPMENT CIP TOTALS - 10/15/14

ECONOMIC DEVELOPMENT CIP TOT

# **Council Letter**

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Date of Meeting: 14-12-29

Originating Department: City Manager

To the Mayor and City Council:

Subject: Temporary Use of the Bootheel Golf Clubhouse

Attachment(s):

1. Memorandum of Understanding

Action Options:

1. Authorize Staff to Execute Memorandum of Understanding
2. Other Action Council May Deem Necessary

Background:

The former Bootheel Golf Course property was purchased by the Sikeston Board of Municipal Utilities (BMU) and, like other BMU properties, is now titled to the City of Sikeston. The former golf course was purchased to ensure development of the property that will be compatible with the nearby neighborhoods, rodeo grounds, airport, and sports complex. This property is bordered directly by a number of the most visited venues in Sikeston.

Plans for eventual development of the property:

BMU has begun planning for the eventual development of the property. Although definite plans have not yet been adopted, the property is generally intended for public convention center and related uses. The former Clubhouse building is likely to remain on the property, although its future use has not been determined.

Temporary use of Clubhouse building:

The former Clubhouse building has now been vacant for over a year. In order to preserve the condition of the building and realize positive public use of the property until its redevelopment, the BMU has requested that the city consider managing the building as a public event space, similar to the Clinton Building. This use would be temporary until the building is put to another use as part of

a larger redevelopment strategy. The Clubhouse can accommodate approximately 100 people with tables and chairs.

City staff previously presented the City Council with an outline of how the Clubhouse could be managed as a partnership between the city and BMU, with the Clubhouse open for Saturday reservations. Council directed staff to find a way to make the building available more often than just Saturday.

After further consultation with Parks Division staff, we believe we can make the Clubhouse available for reservations on non-consecutive days, and only one weekend (Friday, Saturday, or Sunday) reservation per week, at a reservation rate of \$200/day. This schedule would allow us the flexibility to set up, staff, and clean up the Clubhouse using our Clinton Building staff without having to hire additional staff.

Staff requests Council authorization to execute the attached Memorandum of Understanding with the Sikeston Board of Municipal Utilities.

## Memorandum of Understanding

Whereas, the City of Sikeston (hereinafter "City") and the Sikeston Board of Municipal Utilities (hereinafter "BMU") desire to realize public use of the Clubhouse Building (hereinafter "Clubhouse") at the former Bootheel Golf Course, therefore the parties agree to the following:

1. BMU will complete, at a minimum, the repairs and renovations to the Clubhouse listed in Exhibit A, prior to the Clubhouse being opened for reservations.
2. City will manage reservations of Clubhouse.
3. Clubhouse will initially be available for reservations on non-consecutive days, and only one weekend (Friday, Saturday, or Sunday) reservation per week. City reserves the right to adjust this schedule to meet staffing needs.
4. City will not take reservations for events later than December 31, 2015, unless this date is extended as agreed upon by City and BMU.
5. Rental rate for the Clubhouse will be a flat rate of \$200 per day, for up to 12 hours per day, with no prorating for shorter reservations. Rental income is to be retained by City to cover City costs to manage reservations and staff the building (including setup and cleanup costs). City reserves the right to adjust this rate to cover costs.
6. City will set up for and clean up after events.
7. City will stock cleaning supplies and paper products for the building.
8. BMU will insure the Clubhouse premises.
9. BMU will provide phone, electrical, water, sewer and cable television service in the building.
10. BMU will be responsible for all ongoing maintenance of the building and grounds, beyond standard cleanup before and after events.

Entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

City:

BMU:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

## **Exhibit A**

Purchases, repairs and renovations to be completed prior to making the Clubhouse available for renovations:

1. Purchase 20 8-foot banquet tables, 100 stackable chairs, and a chair dolly.
2. Remove checkout counter in former pro shop area and repair floor underneath.
3. Wall off the commercial grill area after thoroughly cleaning or removing equipment.
4. Have refrigerator and ice maker in kitchen professionally serviced and made available to renters.
5. Purchase a microwave for use by renters.
6. Purchase a television for the office.
7. Purchase a commercial grade vacuum cleaner for the building.
8. Have wiring inspected throughout the building.
9. Install a barrier railing along the east and south edges of the porches. Install new locks on all doors.
10. Preserve one room as an office for staff use while the building is in use by renters.
11. Modify the two restrooms near the main entrance to make them handicap accessible:
  - a. Remove existing toilet partition in men's room.
  - b. Install grab bars around toilets in men's and women's rooms.
  - c. Remove existing sinks and replace with accessible sinks.
12. Provide handicap access into the building by appropriately marking ramp at north end of building for handicap loading/unloading/parking.
13. Contract for a thorough professional cleaning of the building, including appliances and flooring, before opening it to the public.
14. Replace carpet with hard surface flooring.