

TENTATIVE AGENDA  
(Amended)

REGULAR CITY COUNCIL MEETING  
CITY HALL  
COUNCIL CHAMBERS  
105 E. CENTER ST., SIKESTON

Monday, January 31, 2022  
5:00 P.M.

- I. CALL TO ORDER
- II. RECORD OF ATTENDANCE
- III. OPENING PRAYER
- IV. PLEDGE OF ALLEGIANCE
- V. ITEMS OF BUSINESS
  - A. 1<sup>st</sup> & 2<sup>nd</sup> Reading, Emergency Ordinance #6257, Amending Municipal Code Chapter 716 - Wastewater Pretreatment
  - B. Award North Industrial Park Farm Lease
  - C. Appointment to Scott County Extension Council
  - D. Interim Appointment to Tourism Advisory Board
  - E. Approve Purchase of Used DPS Vehicle
  - F. Approve Purchase of Two Pickup Trucks for Public Works
  - G. Authorization to Proceed with 2022 Street & Drainage Improvement Program
  - H. Briefing: Online Reservations for Park Facilities
  - I. Award Bid 22-25, Airport Fuel System
  - J. Approve Dancier Field Lighting Bid
  - K. Authorize Staff to Convert Two (2) Tennis Courts to Six (6) Pickleball Courts at the Complex
  - L. Other Items as May Be Determined During the Course of the Meeting
- VI. ADJOURNMENT

Dated this 25<sup>th</sup> day of January 2022

Rhonda Council

Rhonda Council, City Clerk

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

## Council Letter

---

Council Letter: 22-01-31

Originating Department: Board of Municipal Utilities

To the Mayor and City Council:

Subject: 1<sup>st</sup> & 2<sup>nd</sup> Reading, Emergency Bill #6257, Wastewater Pretreatment

Attachments:

1. Bill #6257

Action Options:

- A. Approve Bill #6257
- B. Other action as may be deemed appropriate

Background:

After our new discharge permit was issued, we needed to perform a Local Limits study of our system. This was performed by Waters and Associates. The outcome of this study showed a change in what limits our sewer plant can accept. Some limits went up and some went down. We are also adding what is called a Mass Loading limit to give us more permitting flexibility with our industries. This change is a regulatory suggested change. Finally, there is some language changes in the submittals from industries. The above referenced changes are to our pre-treatment program and affect only those significant industrial users.

This was approved by the BMU Board in July of 2021 but due to a delay caused by Covid it was not delivered to the City until now. These changes are a requirement of the State for our permit. I am requesting an emergency ordinance as the new permits for our industries are scheduled to become active in February.

THIS BILL AS APPROVED SHALL BECOME EMERGENCY ORDINANCE NUMBER 6257 AND SHALL AMEND CHAPTER 716, WASTEWATER PRETREATMENT, OF THE CITY CODE OF THE CITY OF SIKESTON, MISSOURI.

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

SECTION I: This Ordinance shall be codified in Title VII, Chapter 716 of the Sikeston Municipal Code.

SECTION II: Section 716.080 (B) is amended to read as follows:

**Section 716.080. Local Limits.**

- B. The following pollutant limits are established to protect against Pass Through and Interference. Based upon the following Maximum Allowable Industrial Load (MAIL) calculations no person shall discharge wastewater to cause the combined treatment plant influent to contain in excess of the following daily maximums.

**North Plant**

<b>Parameter</b>	<b>MAIL</b>
Ammonia	72 lbs
BOD <sub>5</sub>	9123 lbs
total suspended solids	8960 lbs

**South Plant**

<b>Parameter</b>	<b>MAIL</b>
ammonia	313 lbs
arsenic	0.634 lbs
BOD <sub>5</sub>	6605 lbs
cadmium	0.025 lbs
chromium	10.495 lbs
copper	8.837 lbs
cyanide	1.154 lbs
lead	0.585 lbs
mercury	0.141 lbs
molybdenum	0.207 lbs
nickel	3.690 lbs
selenium	0.292 lbs
silver	1.705 lbs
total suspended solids	1749 lbs
zinc	2.628 lbs

The above limits apply at the point where the wastewater is discharged to the POTW. All concentrations for metallic substances are for total metal unless indicated otherwise. The Director may impose mass limitations or concentration-based limitations which when all of the SIU's are combined do not exceed the MAIL values above.

When distributed on a uniform concentration basis for the South Plant, the local limits will be set at the following daily maximum:

<b>Parameter</b>	<b>UNIFORM CONCENTRATION</b>
arsenic	0.124 mg/L
cadmium	0.005 mg/L
chromium	2.053 mg/L
copper	1.728 mg/L
cyanide	0.226 mg/L
lead	0.114 mg/L

mercury	0.028 mg/L
molybdenum	0.040 mg/L
nickel	0.722 mg/L
selenium	0.057 mg/L
silver	0.333 mg/L
zinc	0.514 mg/L

BOD5, ammonia, Oil & Grease, and TSS shall be as outlined in the Sanitary Sewer Ordinance.

**SECTION III:** Section 716.330 (C) is amended to read as follows:

**Section 716.330. Periodic Compliance Reports.**

C. The BMU may reduce the requirement for periodic compliance reports [see Section 716.330 A (40 CFR 403.12(e)(1))] to a requirement to report no less frequently than once a year, unless required more frequently in the Pretreatment Standard or by the [EPA/State], where the Industrial User's total categorical wastewater flow does not exceed any of the following:

1. One Hundred Thirty (130) gallons per day, as measured by a continuous effluent flow monitoring device unless the Industrial User discharges in batches
2. 1.079 pounds BOD
3. Lbs/day of any of the following pollutants (0.01% of the MAIL):

a. Arsenic	0.00006
b. Cadmium	0.0000025
c. Chromium	0.00105
d. Copper	0.00088
e. Cyanide	0.00012
f. Lead	0.00006
g. Mercury	0.00001
h. Molybdenum	0.00002
i. Nickel	0.00037
j. Selenium	0.00003
k. Silver	0.00017
l. Zinc	0.00026

Reduced reporting is not available to Industrial Users that have in the last two (2) years been in Significant Noncompliance, as defined in Article IX of this ordinance. In addition, reduced reporting is not available to an Industrial User with daily flow rates, production levels, or pollutant levels that vary so significantly that, in the opinion of the Director, decreasing the reporting requirement for this Industrial User would result in data that are not representative of conditions occurring during the reporting period.

**SECTION IV:** Section 716.430 (A)(1) and (A)(2) are amended to read as follows:

**Section 716.430. Certification Statements.**

1. Annual Certification for Non-Significant Categorical Industrial Users—A facility determined to be a Non-Significant Categorical Industrial User by the Director pursuant to Section 716.040 GG(3) and Section 716.210 C must annually submit the following certification statement signed in accordance with the signatory requirements in Section 716.040 C. This certification must accompany an alternative report required by the Director:

Based on my inquiry of the person or persons directly responsible for managing compliance with the categorical Pretreatment Standards under 40 CFR 403.12, I certify that, to the best of my knowledge and belief that during the period from \_\_\_\_\_, \_\_\_\_\_ to \_\_\_\_\_, \_\_\_\_\_ [months,

days, year]:

(a) The facility described as \_\_\_\_\_  
[facility name] met the definition of a Non-Significant Categorical Industrial  
User as described in Section 716.040 GG (3);

(b) The facility complied with all applicable Pretreatment Standards and  
requirements during this reporting period; and (c) the facility never  
discharged more than 100 gallons of total categorical wastewater on any  
given day during this reporting period.

This compliance certification is based on the following information.

\_\_\_\_\_  
\_\_\_\_\_

2. Certification of Pollutants Not Present. Users that have an approved monitoring  
waiver based on Section 716.330 B must certify on each report with the following  
statement that there has been no increase in the pollutant in its waste stream due to  
activities \_\_\_\_\_ of \_\_\_\_\_ the \_\_\_\_\_ User.

Based on my inquiry of the person or persons directly responsible for managing  
compliance with the Pretreatment Standard for 40 CFR 403.12, I certify that, to the  
best of my knowledge and belief, there has been no increase in the level of \_\_\_\_\_  
[list pollutant(s)] in the wastewaters due to the activities at the facility since filing of  
the last periodic report under Section 716.330.A.

SECTION V: Section 716.530 (B) is amended to read as follows:

**Section 716.530. Administrative Fines.**

- B. Unpaid charges, fines, and penalties shall, after [\_\_\_\_\_] (\_\_\_\_\_) calendar days, be  
assessed an additional penalty of [\_\_\_\_\_] percent (\_\_\_\_%) of the unpaid balance,  
and interest shall accrue thereafter at a rate of [\_\_\_\_\_] percent (\_\_\_\_%) per month.  
A lien against the User's property shall be sought for unpaid charges, fines, and  
penalties.

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

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

Section VIII. Emergency Clause. This ordinance is adopted as an emergency measure in  
order to comply with state regulatory requirements in a timely manner.

SECTION IX: Record of Passage:

- A. Bill Number 6257 was read the first time this 31<sup>st</sup> day of January 2022.
- B. Bill Number 6257 was read the second time and discussed this 31<sup>st</sup> day of January,  
2022, and voted as follows:
- Self \_\_\_\_\_, Williams \_\_\_\_\_, Teachout \_\_\_\_\_, Merideth \_\_\_\_\_,  
Baker \_\_\_\_\_, and Turnbow \_\_\_\_\_,  
thereby being \_\_\_\_\_,  
and becoming Ordinance 6257.
- C. Upon passage by a majority of the Council, this Bill shall become Ordinance 6257 and  
shall be in full force and effect.

\_\_\_\_\_  
Greg Turnbow, Mayor

\_\_\_\_\_  
Approved as to form  
Tabatha Thurman, City Counselor

Seal / Attest:

\_\_\_\_\_  
Rhonda Council, City Clerk

# Council Letter

---

Date of Meeting: January 30, 2022

Originating Department: City Manager

To the Mayor and City Council:

Subject: North Industrial Park Farm Lease Bids

Attachment(s):

1. BMU Memo
2. Lease

Action Options:

1. Authorize Mayor to Execute Farm Lease with Brian Ray for North Industrial Park Farm
2. Other Action Council May Deem Necessary.

Background:

The City of Sikeston owns approximately 239.15\* acres of farmable ground in the North Industrial Park. As the BMU receives the farm rent from this lease, they manage the bidding of the lease, but the City Council must approve the lease as the property owner. The BMU recently advertised for bids on the farm lease and received the following bids:

- Austin Byrd: \$40,007.00/yr, or \$167.29/acre
- Mike McMillan \$45,500.00/yr, or \$190.26/acre
- Brian Ray: \$48,000/yr, or \$200.71/acre

Staff recommends awarding the bid and authorizing the mayor to execute a 5 year lease with Brian Ray.

*\*The City owns an additional 62 acres which will be developed as an Agripark in partnership with the Sikeston Area Economic Development Corporation.*



107 East Malone Avenue  
P.O. Box 370  
Sikeston, Missouri 63801

Phone: (573) 471-3328  
Fax: (573) 471-7288  
Webpage: [www.sikestonbmu.org](http://www.sikestonbmu.org)

---

*Rick Landers, General Manager*

---

1/21/22

To: Jonathon Douglass

From: Rick Landers

RE: Industrial Park Farm Bids

---

The Industrial Park farm acreage was put out for bids recently with the bids due on January 15<sup>th</sup>.

3 bids were received. The bids are shown below with the bidder's name and the total annual bid amount.

Austin Byrd - \$40,007.00

Mike McMillan - \$45,500.00

Brian Ray - \$48,000.00

The request is to award the bid to Brian Ray for a 5 year term. The lease agreement is attached.

Mr. Ray has already signed and it's ready to be executed by the City.

If you have any questions, let me know.

*Rick*



## FIXED TERM CASH FARM LEASE

This lease entered into between The City of Sikeston, hereinafter referred to as ("Lessor"), and Brian Ray, hereinafter referred to as ("Lessee"), WITNESSETH:

1. Lessor hereby leases unto Lessee and Lessee hereby hires and takes as Lessee, upon and subject to the terms and conditions herein set out, each of which the respective parties agree to keep and perform, the following farmland situated in Scott County, Missouri:

See *Exhibit "A"* which is attached hereto and incorporated by reference.

The Lessor and the Lessee understand that the acreage per plot is believed to be accurate by the number of cropland acres is not guaranteed.

2. The term of this lease shall commence on the 1<sup>st</sup> day of February 2022 and extend through the 1<sup>st</sup> day of January 2027. Provided, however, that the Lessee may cancel this lease for either years 2023 - 2026 upon written notice to Lessor of at least 90 days prior to the end of the current year.
3. Lessee shall pay, as annual rental, the sum of \$48,000, which is due and payable on or before July 1<sup>st</sup> of each year.
4. The land shall be used for agricultural purposes only, and Lessee may use it for such crops as he may elect but no animals or livestock of any kind whatsoever are permitted.
5. Any storage bins or similar equipment placed on the land by Lessee must be removed within ten (10) days after termination of the Lease. Otherwise, they shall become the property of Lessor and if removed by Lessor, the Lessee shall bear the cost of removal.
6. This lease shall not be assigned nor shall the land or any part thereof be sublet; nor shall the land be used or permitted to be used for any purpose other than as is above provided, without the written consent of Lessor.
7. LESSEE SPECIFICALLY UNDERSTANDS AND AGREES THAT THE LESSOR IS CURRENTLY MARKETING THE PROPERTY FOR SALE OR LEASE TO NEW OR EXISTING BUSINESSES. UPON NOTICE TO LESSEE, THE LESSOR HAS THE RIGHT TO IMMEDIATELY EXCLUDE ANY OR ALL OF THE ACREAGE COVERED BY THE LEASE. IN THAT EVENT, THE **LESSEE'S SOLE AND EXCLUSIVE**

**COMPENSATION** IS A REDUCTION IN RENT OR A REBATE IF ALREADY PAID OF \$200.71 PER ACRE FOR THE NUMBER OF ACRES EXCLUDED. LESSEE IS ENTITLED TO NO ADDITIONAL COMPENSATION REGARDLESS OF THE STAGE OF LESSEE'S CROPS OR FOR ANY LOST PROFITS OR CONSEQUENTIAL LOSSES.

8. In the crop year 2026, the Lessee shall not plant any crops which would normally require harvesting after January 1, 2027.
9. The Lessee shall maintain liability insurance covering its farming operation and naming the City of Sikeston as an additional insured and with a one-million-dollar aggregate. The Lessee shall provide the City of Sikeston proof of said insurance coverage yearly.
10. The parties agree that Lessee may apply lime at his own expense. The Lessee shall receive from Lessor compensation for the unexhausted value of any such limestone applied provided that Lessee shall have notified Lessor by writing signed by Lessee within ten (10) days of completion of the application of such limestone of the acreage involved, the amount applied, the name of the person from whom such limestone was purchased and the total cost of such limestone. Any such limestone applied shall be deemed to have a useful life of five years. If the Lessee leaves the farm before the end of the five year period, the Lessor agrees to compensate the tenant pro rata for the unexhausted value for that part of the five year period not elapsed at the time the tenant leaves the farm.
11. The Lessee may use any and all wells or other irrigation equipment that are present but same are taken "as is" with no representation or warranty whatsoever and with no obligation to repair or maintain on the part of the Lessor.
12. The parties agree that the Lessee may apply limestone at his own expense.
13. If any default is made in the payment of rent or any part thereof at the time provided, or if Lessee assigns or sub-leases, or abandons or vacates the land, or if after thirty (30) days' written notice setting forth the default, default shall continue by Lessee in the performance of any other covenant, term or condition to be performed by Lessee, Lessor shall have the right to reenter and take possession of the land and the Lessee upon written demand shall peacefully surrender possession thereof to Lessor, and all rights and interests of Lessee to possession and control hereunder shall cease and terminate, but nothing herein contains shall affect Lessor's right to the rental for the term herein specified. Upon taking possession

hereunder, Lessor may, at his election, terminate and end this lease upon giving Lessee written notice thereof, or Lessor may re-let the property and Lessee shall be liable for and will pay as it accrues the difference in the rental for the balance of the term.

14. No waiver of any right to reenter or terminate, by acceptance of rent or otherwise, shall waive any subsequent right to reenter or terminate for any subsequent breach of any covenant, term, or condition of this lease.

15. It is further mutually understood and agreed by and between the parties hereto that if suit be brought by the Lessor against Lessee to recover and rent, or for the breach of any agreement or condition herein contained to be performed by Lessee, or any summary action be brought by the Lessor for the forfeiture of this lease or to recover the possession of said premises, the Lessee shall pay all reasonable attorney fees for commencing or prosecuting said action, to amount that shall be ascertained and fixed by the Court, provided Lessor procures judgement in any such action.

16. Any notice or demand provided for herein may be given to the party to be served by personal service or by registered or certified mail addressed to Lessor at 105 E. Center, Sikeston, MO 63801, or Lessee at P.O. Box 111, East Prairie, MO 63845, or to such other address as either may from time-to-time file in writing with the other.

17. Whenever the word "Lessor" is used herein it shall be construed to include the heirs, successors, assigns and personal and legal representatives of Lessor; and the word "Lessee" shall include the heirs, successors, assigns and personal and legal representative of Lessee; and the words "Lessor" and "Lessee" shall include the singular and plural, and the individual or business organization; subject always to the provisions herein contained, as to assignment or subletting.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

CITY OF SIKESTON

By: \_\_\_\_\_  
Greg Turnbow, Mayor  
"LESSOR"

By: \_\_\_\_\_  
Brian Ray  
"LESSEE"

*Exhibit "A"*

SIKESTON INDUSTRIAL PARK – FARM ACREAGE

PLOT 1–	7.4 +/- ACRES
PLOT 2–	47.5 +/- ACRES
PLOT 3–	36.0 +/- ACRES
PLOT 4–	12.00 +/- ACRES
PLOT 5–	NA
PLOT 6–	68.00 +/- ACRES
PLOT 7–	39.00 +/- ACRES
PLOT 8–	19.25 +/- ACRES
PLOT 9–	10.00 +/- ACRES
 TOTAL	 239.15 +/- ACRES

239.15 +/- ACRES X \$200.71	\$48,000
Annual Per Acre Cash Rent	Total Annual Rent

## Council Letter

---

Council Letter: 22-01-31

Originating Department: Department of Governmental Services

To the Mayor and City Council:

Subject: Appointment to Scott County Extension Council

Attachments:  
None

Action Options:  
A. Make appointment for 2-year term  
B. Other action as may be deemed appropriate

Background:  
The term of the City's current appointee, Ryan Moxley, expires on February 28, 2022 and he is not eligible for reappointment due to other obligations he has with the Scott County Extension Council.

The Extension Council is comprised of elected and appointed citizens, and partners with Missouri's land-grant universities to deliver educational programs and research-based information to area residents. It meets at 7 p.m. on the first Tuesday of the month at the Scott County Extension Center in Benton.

Term: March 1, 2022 through February 28, 2024

Applicants: (Must be a resident of Sikeston)  
Christina King, 907 Davis Blvd.

## Council Letter

---

Council Letter: 22-01-31

Originating Department: Department of Governmental Services

To the Mayor and City Council:

Subject: Appointment to Tourism Advisory Board

Attachments:

1. None

Action Options:

1. Make one (1) interim appointment to Tourism Advisory Board
2. Other action as Council may deem appropriate

Background:

Staff received notification that Audrey Hileman is no longer on the Tourism Board, leaving a position needing to be filled. Ms. Hileman's term was set to expire September 2024.

We currently have the following applications in our Resource Bank:

Derek Hale  
Jessica Merideth  
Holly Greene  
Michael Sadler  
Sam Gleason  
Lisa Russell  
Shantone Howard  
Hailey Driskill

Council is asked to make an interim appointment to this advisory council. This appointment will begin immediately with the term expiring in 2024.

## Council Letter

---

Date of Meeting: 22-01-31

Originating Department: Department of Public Safety

To the Mayor and City Council:

Subject:

Approve Purchase of Patrol Vehicle

Attachments:

1. State Contract Price Sheet

Action Options:

1. Approve Purchase of 2019 Patrol Vehicle

Background:

The Department of Public Safety is requesting approval to purchase one (1) used AWD Highway Patrol 2019 Dodge Charger at the price of \$21,000. This purchase will replace a 2015 Dodge Charger that was recently deemed irreparable due to damage sustained in a motor vehicle accident.

MISSOURI STATE HIGHWAY PATROL  
Fleet & Facilities Division  
P.O. Box 568  
Jefferson City, MO 65102  
**VEHICLE SALES INVOICE**

Invoice Number:

Page 1 of 1

Under provisions of 43.260 RSMo, the Missouri State Highway Patrol is authorized to sell the following used vehicles.

(1) Year and Make of Vehicle: 2019 Dodge Charger AWD Title Number: \_\_\_\_\_  
Serial Number: 2C3CDXKT1KH600465 P Number: 19155 Price: \$21,000.00  
Comments: Mileage 54298

(2) Year and Make of Vehicle: \_\_\_\_\_ Title Number: \_\_\_\_\_  
Serial Number: \_\_\_\_\_ P Number: \_\_\_\_\_ Price: \_\_\_\_\_  
Comments: \_\_\_\_\_

(3) Year and Make of Vehicle: \_\_\_\_\_ Title Number: \_\_\_\_\_  
Serial Number: \_\_\_\_\_ P Number: \_\_\_\_\_ Price: \_\_\_\_\_  
Comments: \_\_\_\_\_

(4) Year and Make of Vehicle: \_\_\_\_\_ Title Number: \_\_\_\_\_  
Serial Number: \_\_\_\_\_ P Number: \_\_\_\_\_ Price: \_\_\_\_\_  
Comments: \_\_\_\_\_

(5) Year and Make of Vehicle: \_\_\_\_\_ Title Number: \_\_\_\_\_  
Serial Number: \_\_\_\_\_ P Number: \_\_\_\_\_ Price: \_\_\_\_\_  
Comments: \_\_\_\_\_

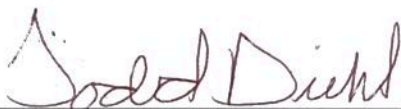
Agency: City of Sikeston DPS

Address: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Upon receipt of a check in the amount of \$21,000.00, payable to the Missouri State Highway Patrol, title(s) to the above identified vehicle(s) will be transferred to the above buyer. No guarantee on the used vehicle(s) is expressed or implied by the Missouri State Highway Patrol.

MISSOURI STATE HIGHWAY PATROL



By

Fleet Control Coordinator

Title

01/11/2022

Date



# **Council Letter**

---

Date of Meeting: 22-01-31

Originating Department: Public Works Department

To the Mayor and City Council:

Subject: Award Purchase of Pick-Up Trucks for Public Works

Attachments:

1. Quotations from Don Brown Chevrolet – MoDOT State Contract Bid Amount

Action Options:

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

Background:

The Department of Public Works is purchasing two (2) 1 ton Chevy Silverado flatbed trucks with dump beds. One truck is for the Street Division and the other will go to the Parks Department. Don Brown Chevrolet of St. Louis holds the state contract. The total price for each vehicle with all attachments is \$50,065.00.

This purchase is included in the FY22 budget. Procurement of these trucks typically takes 3-6 months.

Staff requests Council approval to purchase these 2 vehicles.



2244 S. Kingshighway, St. Louis, Missouri 63110  
(314)772-1400 (314)772-1022 Fax  
[dave@donbrownchevrolet.com](mailto:dave@donbrownchevrolet.com)

ATTN: City of Sikeston

DATE: 12/14/21

## QUOTE

	DESCRIPTION		TOTAL
	Modot Contract # IFB605CO22000068		
1	2023 Chevrolet Silverado 3500CC 4WD/60"CA/DRW/Reg Cab Item #7 - White in Color	\$42,394.00	\$42,394.00
1	Option 7A - PTO Provision	\$945.00	\$945.00
1	Option 7B - Cab Steps	\$440.00	\$440.00
1	Option 7C - Gasoline Engine	(\$8,623.00)	(\$8,623.00)
1	Option 7D - Additional Set of Keys	\$73.00	\$73.00
1	Option 7E - Upfitter Switches	\$145.00	\$145.00
1	Option 7J - Mounted 9' Dump Body	\$8,125.00	\$8,125.00
1	Option 7M - Live Hydraulics with under hood clutch pump	\$4,894.00	\$4,894.00
1	Option 7Z - Receiver Trailer Hitch	\$1,200.00	\$1,200.00
1	Ecco Model 5590CC - 15" Clear/Clear Minibar Installed	\$472.00	\$472.00
GRAND TOTAL			\$50,065.00

If you should have any questions, please don't hesitate to give me a call. Thank you!

---

Dave Helterbrand  
Fleet Department Manager

*This quote is good for 30 days*

## Council Letter

---

Date of Meeting: 22-01-31

Originating Department: Public Works Department

To the Mayor and City Council:

Subject: Authorization to Proceed with CY2022 Street & Drainage Improvement Program

Attachment(s):

1. CY2022 Street Plan
2. Pavement Repair Summary

Action Options:

1. Authorize Staff to Proceed with Street & Drainage Program for CY2022 including development of plans and specifications, and bidding of projects.
2. Authorize Staff to Proceed with Assignment of Projects to Civil Engineering Consultants.
3. Other action Council may deem appropriate

Background:

As we move into the new year, we continue to try to various methods to attack the many street and drainage issues. While we have always tried to repair concrete pavement, we made a concentrated effort this year to hit more spots than ever. Many of our streets that citizens say are 'bad' are not overall bad but have one or more bad spots. By attacking these spots, we can give a street a longer life without a larger, more expensive project. As we analyzed our pavement repair needs, we learned quickly that there was more than we could handle in house, so we decided to seek outside help. The 'pavement repair summary' attached to this letter shows the areas we recently bid out, and Putz Construction from the Cape/Jackson area will begin working on these repairs in the near future with a project completion early spring 2022. We hope to continue to attack pavement repairs both in-house and with outside help in 2022.

For our 'normal' yearly street program, you can find our list in the top green section on page 4 of the attached Street and Drainage Plan. You will see in that list a variety of projects including: milling and asphalt resurfacing, concrete reconstruction, crack sealing and seal coats, ADA curb ramp improvements and more concrete pavement repair. Like most years, we have over estimated so that we are already approved should bids come in favorable.

The next section in purple is new this year. After a lengthy Low-to-Moderate Income Survey by the staff at Bootheel Regional Planning, the City of Sikeston is now eligible to apply for CDBG street projects. After lengthy discussions with the RPC staff, Lambert Engineering and the staff

from Delta Asphalt, we are trying some experimental projects. First, we wanted to focus on low-to-moderate income areas for our projects. Secondly, in some areas we wanted to begin working on the areas with the older WPA concrete. For some of the streets we will be conducting some pavement repair, sealing some cracks and overlaying with asphalt. Starting with this leveling course (1") and following with a surface course (1 ¼ to 1 ½"). We feel this may be just the solution we are looking for to extend the life of some of the WPA concrete streets which are structurally strong but have some severe cracking in many locations. Should we be approved for this funding, it will add several projects to our plan for next year.

Finally, you will find a section in blue which is for proposed projects to use the city's ARPA funding (American Rescue Plan Act) which includes stormwater projects as an eligible project. You will see some project listed here that are some of our high priority areas that have the worst flooding, first and foremost, being the Anderson Area. While most of the streets in town suffered flash flooding during this weekend's storms, most of those areas drained down after about 30 minutes. Another item we hope to purchase with the ARPA funds is a new leaf collection truck. In many areas such as Allen Boulevard and the Linda/Foust/Holmes area, leaves are the main reason for water backing up on streets.

Should we be able to secure all of the funding in the proposed plan, we will have one of the largest street and drainage programs that Sikeston has seen in a while, with over \$2.5 million in projects. I hope we can make it happen.

While this will be a shot in the arm for the street department, we are still fighting a losing battle as streets are deteriorating faster than we can fix them. We will continue to work to develop plans and seek funding from outside sources. Thank you for your help as we strive to make Sikeston a better place through quality street maintenance projects.

## 2022 - Street & Drainage Improvement Plan - City of Sikeston

### 2022 Proposed Street Projects (Transportation Sales Tax)

Project Description	Location	Ward	Estimate for	Construction + 11%	Proposed Consultant
			Construction Only	Engineering	
N. Scott Street (Mill & Resurface)	W. Malone Avenue to W. North Street	1	\$36,220.00	\$40,204.20	Lambert
W. North Street (Mill & Resurface)	Luther Street to N. West Street	4	\$106,222.00	\$117,906.42	Lambert
Baker Lane (Reconstruction)	N. Kingshighway to Allen Boulevard	1	\$188,160.00	\$208,857.60	Waters
Shady Lane (Mill & Resurface)	Ables Road to Oklahoma Street	2	\$38,691.00	\$42,947.01	Lambert
Comstock (Mill & Resurface)	Crowe Street to cul-de-sac	2	\$19,731.00	\$21,901.41	Lambert
S. New Madrid/Trotter Intersection (Reconstruction)	S. New Madrid/Trotter Intersection	4	\$50,000.00	\$55,500.00	Waters
Collins Drive (Mill & Resurface)	S. Prairie Avenue to cul-de-sac	3	\$14,889.00	\$16,526.79	Lambert
Benton Street (Mill & Resurface)	Warner Avenue to cul-de-sac	3	\$53,500.00	\$59,385.00	lambert
Seal Coat Glenn Area		3	\$94,000.00	\$104,340.00	Waters
Seal Coat Cardinal & Thrush		4	\$16,000.00	\$17,760.00	Waters
West Wakefield (Mill & Resurface) <sup>1</sup>	Ditch #4 to State Hwy BB	1/4	\$74,518.00	\$110,643.00	Lambert
ADA Modifications	Various		\$50,000.00	\$55,000.00	
Miscellaneous Pavement Repair	Various		\$50,000.00	\$50,000.00	
Subtotal			\$791,931.00	\$900,971.43	

<sup>1</sup> - West Wakefield inclusion based on 50/50 Match from Sikeston Special Road District - APPROVAL STILL PENDING

### Potential Add-Alternate Projects for Additional Funds

Stephens (Mill & Resurface)	Gehrig to Campanella	2	\$44,658.00	\$49,570.38	
Woodlawn (Pavement Repair/Overlay - No Milling)	Tanner to Moore	1	\$20,548.00	\$22,808.28	
Sikes Ave (Pavement Repair/Overlay - No Milling)	Woodlawn to Hunter	1	\$26,511.00	\$29,427.21	
Euclid Avenue (Mill & Resurface)	Wakefield Avenue to Salcedo Road	1	\$133,088.00	\$147,727.68	
Crowe Street (Mill & Resurface)	Indiana Street to Ables Road	2	\$122,074.00	\$135,502.14	
N. Kingshighway/ E. Center Street (Intersection Reconstruction)	N. Kings/ E. Center	1	\$50,000.00	\$55,500.00	
New Madrid Avenue/ North Street (Intersection Reconstruction)	New Madrid / North Street	1	\$50,000.00	\$55,500.00	
West Wakefield (Mill & Resurface)	Ditch #4 to Euclid Avenue	1,4	\$314,249.00	\$348,816.39	
Total of Additional Costs:				\$844,852.08	

Based on: Street & Drainage Budget \$850,000.00  
Ditch Maintenance Budget \$50,000.00  
**\$900,000.00**

NOTES: Mill/Resurface Estimates Based on \$85/Ton Asphalt & \$3/SY Milling

### 2022 Proposed Projects for CDBG Grant - APPROVAL STILL PENDING

Project Description	Location	Ward	Estimate for	Construction + 19%	
			Construction Only	Engineering/Admin	
Hardin Street (Pavement Repair/Overlay - No Milling)	Main to Kings	3	\$83,693.00	\$99,594.67	
Matthews Ave (Pavement Repair/Overlay - No Milling)	Main to Pine	2	\$69,130.00	\$82,264.70	
E. Kathleen Avenue (Pavement Repair/Overlay - No Milling)	Main to Pine	2	\$69,130.00	\$82,264.70	
E. Kathleen Avenue (Pavement Repair/Overlay - No Milling)	Main to Kings	1	\$80,963.00	\$96,345.97	
E. Kathleen Avenue - Intersections	Warner/East	1	\$58,000.00	\$69,020.00	
S. Prairie Avenue (Pavement Repair/Overlay - No Milling)	E. Malone to E. Gladys	1	\$33,707.00	\$40,111.33	
S. Prairie Avenue - Intersection	E. Kathleen	1	\$48,000.00	\$57,120.00	
S. Frisco - Mill/Overlay	Ruth to Murray	4	\$58,789.00	\$69,958.91	
Kendall - Mill/Overlay	South West to Handy	4	\$12,082.00	\$14,377.58	
W. Gladys - Mill/Overlay	South West to Handy	4	\$12,552.00	\$14,936.88	
William St. - Mill/Overlay	South West to Frisco	4	\$20,365.00	\$24,234.35	
Daniel - Mill/Overlay	South West to Frisco	4	\$19,212.00	\$22,862.28	
Dover - Mill/Overlay	Allen/Davis	1	\$24,079.00	\$28,654.01	
Subtotal			\$589,702.00	\$701,745.38	

### Proposed FY2022 Projects for American Rescue Plan Act Funds (Eligible Stormwater Improvements) - APPROVAL STILL PENDING

Project Description	Location	Ward	Estimate for	Construction + 15%	
			Construction Only	Engineering	
Stormwater Improvements/Additional Piping	Anderson Area	2	\$500,000.00	\$575,000.00	
Clean Out Lateral C South of City Limits	US60 to St. Johns Main Channel	3	\$80,000.00	\$92,000.00	
Stormwater Improvements	South West / Murray Lane	4	\$50,000.00	\$57,500.00	
Stormwater Improvements	Goldbriar Area	1	\$50,000.00	\$57,500.00	
Clean Out & Enlarge Culverts Under RR Track	Greenbriar Ditch	1	\$200,000.00	\$230,000.00	
Subtotal			\$880,000.00	\$1,012,000.00	

## 2021 Commercial Concrete Repair List



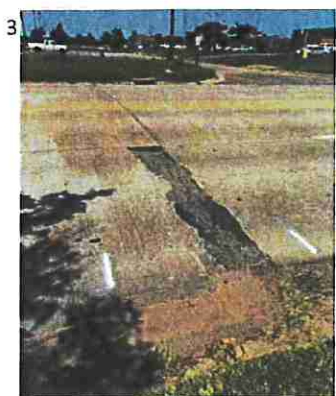
Primary Street:
S. West
Street Address:
Alan Wire
Cross Street:
Cherokee

Dimensions		
Length	Width	
(Ft)	(Ft)	
18	7	
Estimated Area (sq yd)		
14		



Primary Street:
Stallcup
Street Address:
Taco Bell
Cross Street:
S. Main

Dimensions		
Length	Width	
(Ft)	(Ft)	
14	13	
Estimated Area (sq yd)		
20.22		



Primary Street:
Hennings
Street Address:
Walmart
Cross Street:
S. Main

Dimensions		
Length	Width	
(Ft)	(Ft)	
10	6	
Estimated Area (sq yd)		
6.67		



Primary Street:
Murray Lane
Street Address:
City Cemetery
Cross Street:
S. Kingshighway

Dimensions		
Length	Width	
(Ft)	(Ft)	
16	8	
Estimated Area (sq yd)		
14.22		





Primary Street:
Gen. George E. Day
Street Address:
Lowes
Cross Street:
S. Main

Dimensions		
Length	Width	
(Ft)	(Ft)	
17	8	
Estimated Area (sq yd)		
15.11		



Primary Street:
S. Ingram
Street Address:
Sikeston Middle School
Cross Street:
Ables Road

Dimensions		
Length	Width	
(Ft)	(Ft)	
12	8	
Estimated Area (sq yd)		
10.67		



Primary Street:
County Line Road
Street Address:
1010 County Line Road
Cross Street:
Andrea Dr.

Dimensions		
Length	Width	
(Ft)	(Ft)	
13	10	
Estimated Area (sq yd)		
14.44		



Primary Street:
Linn
Street Address:
1024 Linn
Cross Street:
Applegate

Dimensions		
Length	Width	
(Ft)	(Ft)	
13	10	
Estimated Area (sq yd)		
14.44		



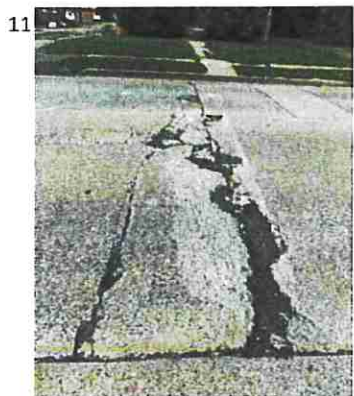
Primary Street:
N. west
Street Address:
720 N. West
Cross Street:
David

Dimensions		
Length	Width	
(Ft)	(Ft)	
32	4	
Estimated Area (sq yd)		
14.22		



Primary Street:
N. West
Street Address:
938 N. West
Cross Street:
David

Dimensions		
Length	Width	
(Ft)	(Ft)	
32	6	
Estimated Area (sq yd)		
21.33		



Primary Street:
N. New Madrid
Street Address:
314 N. New Madrid
Cross Street:
N. Kingshighway

Dimensions		
Length	Width	
(Ft)	(Ft)	
19	7	
Estimated Area (sq yd)		
14.78		



Primary Street:
School
Street Address:
School @ Murray Lane
Cross Street:
Murray Lane

Dimensions		
Length	Width	
(Ft)	(Ft)	
14	25	
Estimated Area (sq yd)		
38.89		



13



Primary Street:
Plantation
Street Address:
Plantation @ Stoneville
Cross Street:
Stoneville

Dimensions		
Length	Width	
(Ft)	(Ft)	
16	10	
Estimated Area (sq yd)		
17.78		

14



Primary Street:
Plantation
Street Address:
820 Plantation
Cross Street:
Stoneville

Dimensions		
Length	Width	
(Ft)	(Ft)	
13	19	
Estimated Area (sq yd)		
27.44		

15



Primary Street:
Kennedy
Street Address:
312 Kennedy
Cross Street:
Terrace

Dimensions		
Length	Width	
(Ft)	(Ft)	
15	14	
Estimated Area (sq yd)		
23.33		

16



Primary Street:
E. Wakefield
Street Address:
E. Wakefield @ Moore
Cross Street:
Moore

Dimensions		
Length	Width	
(Ft)	(Ft)	
12	7	
Estimated Area (sq yd)		
9.33		

## 2021 Residential Concrete Repair List

1



Primary Street:
Montgomery
Street Address:
808 Montgomery
Cross Street:
Murray Lane

Dimensions		
Length	Width	
(Ft)	(Ft)	
14	14	
Estimated Area (sq yd)		
21.78		

2



Primary Street:
W. Gladys
Street Address:
420 W. Gladys
Cross Street:
Delmar

Dimensions		
Length	Width	
(Ft)	(Ft)	
14	8	
Estimated Area (sq yd)		
12.44		

3



Primary Street:
W. Gladys
Street Address:
419 W. Gladys
Cross Street:
Olive

Dimensions		
Length	Width	
(Ft)	(Ft)	
14	10	
Estimated Area (sq yd)		
15.56		

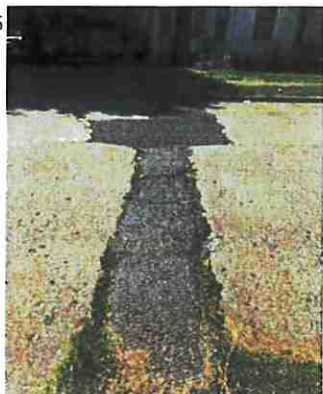
4



Primary Street:
W. Gladys
Street Address:
310 W. Gladys
Cross Street:
School

Dimensions		
Length	Width	
(Ft)	(Ft)	
14	16	
Estimated Area (sq yd)		
24.89		

5



Primary Street:
W. Gladys
Street Address:
227 W. Gladys
Cross Street:
School

Dimensions		
Length	Width	
(Ft)	(Ft)	
28	9	
Estimated Area (sq yd)		
28.00		

6



Primary Street:
W. Gladys
Street Address:
214 W. Gladys
Cross Street:
Scott

Dimensions		
Length	Width	
(Ft)	(Ft)	
14	17	
Estimated Area (sq yd)		
26.44		

7



Primary Street:
S. Scott
Street Address:
403 S. Scott
Cross Street:
W. Gladys

Dimensions		
Length	Width	
(Ft)	(Ft)	
14	10	
Estimated Area (sq yd)		
15.56		

8



Primary Street:
Matthews
Street Address:
320 Matthews
Cross Street:
Warner

Dimensions		
Length	Width	
(Ft)	(Ft)	
13	13	
Estimated Area (sq yd)		
18.78		





Primary Street:
E. Kathleen
Street Address:
229 E. Kathleen
Cross Street:
Warner

Dimensions		
Length	Width	
(Ft)	(Ft)	
14	16	
Estimated Area (sq yd)		
24.89		



Primary Street:
S. Prairie
Street Address:
E. Kathleen @ S. Prairie
Cross Street:
S. Prairie

Dimensions		
Length	Width	
(Ft)	(Ft)	
18	13	
Estimated Area (sq yd)		
26.00		



Primary Street:
Lawrence
Street Address:
1207 Lawrence
Cross Street:
Hennings

Dimensions		
Length	Width	
(Ft)	(Ft)	
16	9	
Estimated Area (sq yd)		
16.00		



Primary Street:
Auburn
Street Address:
836 Auburn
Cross Street:
Stoneville

Dimensions		
Length	Width	
(Ft)	(Ft)	
12	14	
Estimated Area (sq yd)		
18.67		

13



Primary Street:
Auburn
Street Address:
846 Auburn
Cross Street:
Stoneville

Dimensions		
Length	Width	
(Ft)	(Ft)	
12	12	
Estimated Area (sq yd)		
16.00		

14



Primary Street:
Pine
Street Address:
911 Pine
Cross Street:
Plantation

Dimensions		
Length	Width	
(Ft)	(Ft)	
19	14	
Estimated Area (sq yd)		
29.56		

15



Primary Street:
E. Kathleen
Street Address:
720 E. Kathleen
Cross Street:
Elm

Dimensions		
Length	Width	
(Ft)	(Ft)	
14	17	
Estimated Area (sq yd)		
26.44		

16



Primary Street:
Winter
Street Address:
108 Winter
Cross Street:
Kathleen

Dimensions		
Length	Width	
(Ft)	(Ft)	
13	8	
Estimated Area (sq yd)		
11.56		



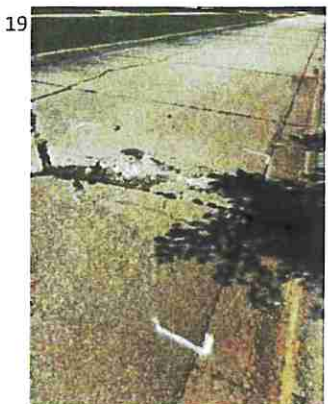
Primary Street:
Meadowbrook
Street Address:
116 Meadowbrook
Cross Street:
Greenbrier

Dimensions		
Length	Width	
(Ft)	(Ft)	
12	6	
Estimated Area (sq yd)		
8.00		



Primary Street:
Lindenwood
Street Address:
604 Lindenwood
Cross Street:
Brushwick

Dimensions		
Length	Width	
(Ft)	(Ft)	
14	15	
Estimated Area (sq yd)		
23.33		



Primary Street:
Thornwood
Street Address:
612 Thornwood
Cross Street:
Lindenwood

Dimensions		
Length	Width	
(Ft)	(Ft)	
8	8	
Estimated Area (sq yd)		
7.11		



Primary Street:
Linda
Street Address:
119 Linda
Cross Street:
Euclid

Dimensions		
Length	Width	
(Ft)	(Ft)	
12	6	
Estimated Area (sq yd)		
8.00		



21



Primary Street:
Authur
Street Address:
Authur @ N. West
Cross Street:
N. West

Dimensions		
Length	Width	
(Ft)	(Ft)	
18	9	
Estimated Area (sq yd)		
18.00		

22



Primary Street:
Park
Street Address:
801 Park
Cross Street:
College

Dimensions		
Length	Width	
(Ft)	(Ft)	
11	11	
Estimated Area (sq yd)		
13.44		

23



Primary Street:
N. Ranney
Street Address:
N. Ranney @ E. Woodlawn
Cross Street:
E. Woodlawn

Dimensions		
Length	Width	
(Ft)	(Ft)	
10	5	
Estimated Area (sq yd)		
5.56		

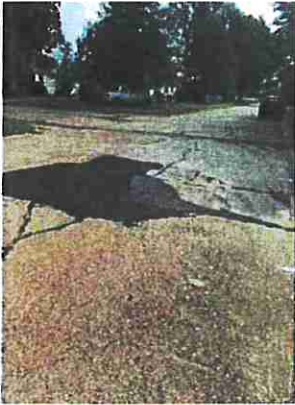
24



Primary Street:
Sikes
Street Address:
807 Sikes
Cross Street:
E. Woodlawn

Dimensions		
Length	Width	
(Ft)	(Ft)	
25	12	
Estimated Area (sq yd)		
33.33		

25



Primary Street:
E. Woodlawn
Street Address:
E. Woodlawn @ Sikes
Cross Street:
Sikes

Dimensions		
Length	Width	
(Ft)	(Ft)	
13	17	
Estimated Area (sq yd)		
24.56		

26



Primary Street:
E. Woodlawn
Street Address:
513 E. Woodlawn
Cross Street:
Sikes

Dimensions		
Length	Width	
(Ft)	(Ft)	
8	11	
Estimated Area (sq yd)		
9.78		

27



Primary Street:
College
Street Address:
College @ Vernon
Cross Street:
Vernon

Dimensions		
Length	Width	
(Ft)	(Ft)	
12	16	
Estimated Area (sq yd)		
21.33		

28



Primary Street:
Hunter
Street Address:
Hunter @ Park
Cross Street:
Park

Dimensions		
Length	Width	
(Ft)	(Ft)	
29	9	
Estimated Area (sq yd)		
29.00		



29



Primary Street:
Hunter
Street Address:
Hunter @ Park
Cross Street:
Park

Dimensions		
Length	Width	
(Ft)	(Ft)	
23	12	
Estimated Area (sq yd)		
30.67		

30



Primary Street:
E. Woodlawn
Street Address:
E. Woodlawn @ Kingshighway
Cross Street:
Kingshighway

Dimensions		
Length	Width	
(Ft)	(Ft)	
27	10	
Estimated Area (sq yd)		
30.00		

31



Primary Street:
Hackberry
Street Address:
#4 Hackberry (2 spots)
Cross Street:
Salcedo

Dimensions		
Length	Width	
(Ft)	(Ft)	
28	8	
Estimated Area (sq yd)		
24.89		

32



Primary Street:
Sikes
Street Address:
306 Sikes
Cross Street:
Lake

Dimensions		
Length	Width	
(Ft)	(Ft)	
13	14	
Estimated Area (sq yd)		
20.22		

33



Primary Street:
Sikes
Street Address:
228 Sikes
Cross Street:
Tanner

Dimensions		
Length	Width	
(Ft)	(Ft)	
14	18	
Estimated Area (sq yd)		
28.00		

34



Primary Street:
Lake
Street Address:
217 Lake
Cross Street:
N. Ranney

Dimensions		
Length	Width	
(Ft)	(Ft)	
24	16	
Estimated Area (sq yd)		
42.67		

## Council Letter

---

Date of Meeting 22-01-31

Originating Department: Public Works

To the Mayor and City Council:

Subject: Briefing- Online Reservations for Park Facilities

Action Options:

1. Other action the City Council deems appropriate.

Background:

The Parks and Recreation Department oversees all rental agreements for the Clinton Building at the Recreation Complex and for park pavilions located at various city parks. According to our current Clinton Building and park pavilion rental procedure, a potential user must call the Parks and Recreation office for assistance to inquire about availability and pricing. They may also visit the City's website to view pricing but viewing availability is not an option. If someone would like to make a reservation, we can assist them over the phone, or in person, then process their payment through the Collector's Office at City Hall. As our department continues to evolve, we have identified a need to become more user friendly to meet the demands of users wanting to make reservations for park facilities.

Bookeo is a booking software that is designed for online facility reservations. Bookeo allows users to view a master calendar of all available reservation dates and processes payments at no additional charge to the user or the City. A Bookeo subscription costs \$39.99 a month which totals \$479.88 per year. There is not a contract fee, and the Parks and Recreation Department is able to cancel the subscription at any time.

The Parks and Recreation Department's desire to subscribe to Bookeo would assist in alleviating the amount of phone calls from users who are only seeking information on date availability and pricing. Our current protocols would still be in place for those that want to speak to someone about reserving a park facility and making in person payments, while Bookeo provides quick efficiency.

The Parks and Recreation Department is seeking to implement online reservations of park facilities beginning Tuesday, February 1, 2022.

# **Council Letter**

---

Date of Meeting: 22-01-31

Originating Department: Public Works Department

To the Mayor and City Council:

Subject: Authorization to Award Bid #22-25, Airport Fuel System

Attachment(s):

1. Engineer's Recommendation and Bid Results
2. Project Plans and Specifications Certification

Action Options:

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

Background:

Staff opened bids for the Airport Fuel System on January 25, 2022. One bid was received from Mid-State Petroleum Equipment, Inc of Hallsville, MO.

Waters Engineering has reviewed the bid and has recommended award. The bid of \$802,402.20 is below the engineer's estimate. The overall project cost with design and construction engineering is projected at a total of \$892,961.57 with \$829,962 coming from Federal NPE Funds and a local match of \$61,000.

We request council award the project to Mid-State Petroleum Equipment, Inc contingent upon MoDOT concurrence in award.

# Waters Engineering, Inc.

## Civil Engineering and Land Surveying

---

Post Office Box 567  
908 S. Kingshighway  
Sikeston, Missouri 63801

E-mail: [main@waterseng.com](mailto:main@waterseng.com)  
(573) 471-5680  
Fax: (573 ) 471-5689

January 25, 2022

Mr. Jay Lancaster, PE  
Public Works Director  
City Hall  
Sikeston, MO 63801

Re: Airport Fuel System  
Project 20-077B-2  
Recommendation for Contract Award

Dear Mr. Lancaster:

Bids were opened on this date for your new airport fuel system. Direct mailing were made to 9 contractors know to bid such projects. The bid was placed on the MoDOT website and was also provided to the Construct Connect and ePlan plan rooms.

We had 5 contractors take bid documents, but we only had 1 bidder. Our recommendation for award of a construction contract follows:

**1. Recommendation for Award.**

The only bid was from Mid-State Petroleum Equipment, Inc., of Hallsville, MO, in the amount of \$802,400.20.

Our estimate was \$830,000 which was based on the low bid of \$755,000 in December, 2020, for a similar system at Coles County Memorial Airport, plus 10 percent.

The bid received is therefore below our project estimate, and should be considered to be reasonable. The proposal from Mid-State Petroleum Equipment, Inc. was fully responsive to the request.

We recommend that the City seek approval from MoDOT-Aviation to award a contract to Mid-State Petroleum Equipment, Inc., in the amount of \$802,400.20.

**2. Project Expenses.**

The project expenses to finish the project would be as follows:

<u>Project Item</u>	<u>Amount</u>
Construction	\$802,402.20
Design Engineering	56,559.37
Construction Engineering	<u>34,000.00</u>
Total Project Expenses =	\$892,961.57

### **3. Project Financing.**

The project would be completed through the following financing sources:

<b>FUNDING PROGRAM</b>			
FY	NPE	Local	Total
2017	\$ 29,962	\$ 3,329	\$ 33,291
2018	\$ 150,000	\$ 16,667	\$ 166,667
2019	\$ 166,666	\$ -	\$ 166,666
2020	\$ 166,667	\$ -	\$ 166,667
2021	\$ 166,667	\$ -	\$ 166,667
2022	\$ 150,000	\$ 16,667	\$ 166,667
Local	-	\$ 24,337	\$ 24,337
	\$ 829,962	\$ 61,000	\$ 890,962

The above funding program uses all Non-Primary Entitlement (NPE) grant funds through FY-2022. The FY-2022 funds should become available in the late summer of 2022. It may be possible that the City will need to temporarily borrow funds to make construction payments until the FY-2022 funds become available.

It may also be possible for the City to get reimbursed for 90 percent of the \$26,337 in "Local" funds noted above through FY-2023 NPE funds when and if they become available.

Please note that this project is an eligible use for the \$69,000 the City received in CARES act funding, if these funds have not already been used or obligated.

### **4. Contract Implementation.**

To get the project started the City would need to act to make an award of a construction contract to Mid-State Petroleum Equipment, Inc., in the amount of \$802,400.20, conditioned upon the approval of MoDOT-Aviation.

Upon MoDOT-Aviation concurrence we would then issue a formal notice of award and assemble the contract documents for execution by the City. We should have contract documents ready for execution within 3 weeks after receipt of authorization to award from MoDOT-Aviation.

Please call if you would like additional information on this subject.

Sincerely,

**WATERS ENGINEERING, INC.**



John Chittenden, PE  
President

**PROPOSAL FORM**  
**CITY OF SIKESTON, MISSOURI**  
**State Block Grant Project No. 20-077B-2**

TO: City of Sikeston

The undersigned, in compliance with the request for bids for construction a fuel system and related improvements at the Sikeston Memorial Municipal Airport, hereby proposes to furnish all labor, permits, material, machinery, tools, supplies and equipment to faithfully perform all work required for construction of the Project in accordance with the project manual, project drawings and issued Addenda within the specified time of performance for the following lump sum price:

<b>LUMP SUM PRICE FOR FUEL SYSTEM IMPROVEMENTS3</b>				
<b>BID ITEM No.</b>	<b>ITEM DESCRIPTION</b>	<b>QUANTITY</b>	<b>TOTAL LUMP SUM BID AMOUNT</b>	
			<b>Dollars</b>	<b>Cents</b>
1	The lump sum item shall include all work, materials and equipment require to design, purchase, deliver, install and place into successful operation of one 12,000 Gallon Avgas aboveground fuel storage tank and one 12,000 Gallon Jet Fuel aboveground fuel storage tank, each with an associated fuel pumping system designed to pump fuel from a transport truck into the storage tank, and also to pump from the storage tank into a mobile refueler (provided by others), and with the Avgas system having a dispensing system for dispensing into aircraft and fuel management and credit card reader system. The work shall include all labor, equipment, materials, transportation, shipping, tools, field measurements, verification of existing site conditions, permits, site work, concrete pad, foundations, anchorage, bollards (protection barriers), electrical work, grounding, seeding & mulching, shop drawings, operational and maintenance manuals, warranties, all technical assistance and Airport personnel training, coordination, utility coordination, labeling, testing, and all incidentals required to place the respective facilities into proper working order to the satisfaction of the Owner's Representative, in accordance with these specifications and subject to the terms and conditions of the Contract Documents.	1 Lump \$ Sum	802,402	20

### **ACKNOWLEDGEMENTS BY BIDDER**

- a. By submittal of a proposal, the BIDDER acknowledges and accepts that the quantities established by the OWNER are an approximate estimate of the quantities required to fully complete the Project and that the estimated quantities are principally intended to serve as a basis for evaluation of bids. The BIDDER further acknowledges and accepts that payment under this contract will be made only for actual quantities and that quantities will vary in accordance with the General Provisions subsection entitled "Alteration of Work and Quantities".
- b. The BIDDER acknowledges and accepts that the Bid Documents are comprised of the documents identified within the General Provisions. The BIDDER further acknowledges that each the individual documents that comprise the Bid Documents are complementary to one another and together establishes the complete terms, conditions and obligations of the successful BIDDER.
- c. As evidence of good faith in submitting this proposal, the undersigned encloses a bid guaranty in the form of a certified check, cashier's check or bid bond in the amount of 5% of the bid price. The BIDDER acknowledges and accepts that refusal or failure to accept award and execute a contract within the terms and conditions established herein will result in forfeiture of the bid guaranty to the owner as a liquidated damage.
- d. The BIDDER acknowledges and accepts the OWNER'S right to reject any or all bids.
- e. The BIDDER acknowledges and accepts the OWNER'S right to hold all Proposals for purposes of review and evaluation and not issue a notice of award for a period not to exceed **60** calendar days from the stated date for receipt of bids.
- f. The undersigned agrees that upon written notice of award of contract, he or she will execute the contract within thirty (30) days of the notice of award, and furthermore, and provide executed payment and performance bonds within fifteen (15) days from the date of contract execution. The undersigned accepts that failure to execute the contract and provide the required bonds within the stated timeframe shall result in forfeiture of the bid guaranty to the owner as a liquidated damage.
- g. Time of Performance: By submittal of this proposal, the undersigned acknowledges and agrees to commence work within ten (10) calendar days of the date specified in the written "Notice to Proceed" as issued by the OWNER. The undersigned further agrees to complete the Project within **250 consecutive Calendar days** from the commencement date specified in the Notice to Proceed.
- h. The undersigned acknowledges and accepts that for each and every Calendar day the project remains incomplete beyond the contract time of performance, the Contractor shall pay the non-penal amount of **\$600** per Calendar day as a liquidated damage to the OWNER.
- i. The undersigned prime contractor, if not a MoDOT certified DBE, hereby assures that they will subcontract **ZERO** percent (**0%**) of the dollar value of the prime contract to DBE firms or make good faith efforts to meet the DBE contract goal. In addition, the prime contractor will include the DBE clauses (see Supplementary Provision No. 6 of the Federal and State Provisions) required by the DBE Program adopted by MoDOT and the Sponsor in all contracts and subcontracts relating to this project. The undersigned will complete the DBE Participation information included herein when a DBE goal has been established, including a demonstration of good faith efforts if the DBE goal is not met. If the undersigned prime contractor is a MoDOT certified DBE firm, then the prime contractor must perform at least thirty percent (30%) of the total contract value work with its own forces, and will receive DBE credit for all work which the prime contractor and any other MoDOT certified DBE firm performs directly.
- j. The BIDDER, by submission of a proposal, acknowledges that award of this contract is subject to the provisions of the Davis-Bacon Act and the Missouri Prevailing Wage Law. The BIDDER accepts the requirement to pay prevailing wages for each classification and type of worker as established in the attached wage rate determinations as issued by the United States Department of Labor and the Missouri Division of



Labor Standards. The BIDDER further acknowledges and accepts their requirement to incorporate the provision to pay the established prevailing wages in every subcontract agreement entered into by the Bidder under this project. The highest rate between the two (Federal and State) for each job classification shall be considered the prevailing wage.

- k. Compliance Reports (41 CFR Part 60-1.7): Within 30 days after award of this contract, the Contractor/Subcontractor shall file a compliance report (Standard Form 100) if s/he has not submitted a complete compliance report within 12 months preceding the date of award. This report is required if the Contractor/Subcontractor meets all of the following conditions:

1. Contractors/Subcontractors are not exempt based on 41 CFR 60-1.5.
2. Has 50 or more employees.
3. Is a prime contractor or first tier subcontractor.
4. There is a contract, subcontract, or purchase order amounting to \$50,000 or more

- l. The undersigned acknowledges receipt of the following addenda:

Addendum No. <u>1</u> , dated <u>Dec 7-2021</u>	Date Received <u>12/7/21</u>
Addendum No. <u>2</u> , dated <u>Jan 20-2022</u>	Date Received <u>1/20/22</u>
Addendum No. _____, dated _____	Date Received _____
Addendum No. _____, dated _____	Date Received _____
Addendum No. _____, dated _____	Date Received _____

#### **REPRESENTATIONS BY BIDDER**

By submittal of a proposal (bid), the BIDDER represents the following:

- a. The BIDDER has read and thoroughly examined the bid documents, including all authorized addenda.
- b. The BIDDER has a complete understanding of the terms and conditions required for the satisfactory performance of project work.
- c. The BIDDER has fully informed themselves of the project site, the project site conditions and the surrounding area.
- d. The BIDDER has familiarized themselves with the requirements of working on an operating airport and understands the conditions that may in any manner affect cost, progress or performance of the work.
- e. The BIDDER has correlated their observations with that of the project documents.
- f. The BIDDER has found no errors, conflicts, ambiguities or omissions in the project documents, except as previously submitted in writing to the owner that would affect cost, progress or performance of the work.
- g. The BIDDER is familiar with all applicable Federal, State and local laws, rules and regulations pertaining to execution of the contract and the project work.
- h. The BIDDER has complied with all requirements of these instructions and the associated project documents.

#### **CERTIFICATIONS BY BIDDER**

- a. The undersigned hereby declares and certifies that the only parties interested in this proposal are named herein and that this proposal is made without collusion with any other person, firm or corporation. The undersigned further certifies that no member, officer or agent of OWNER'S has direct or indirect financial interest in this proposal.

**b. Trade Restriction Certification (49 U.S.C. § 50104, 49 CFR Part 30)**

The submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:

1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (U.S.T.R.);
2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and
3. has not entered into any subcontract for any product to be used on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

1. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
2. whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
3. who incorporates in the public works project any product of a foreign country on such U.S.T.R. list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R., unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

**d. Certification of Offeror/Bidder Regarding Debarment (2 CFR Part 180 (Subpart C), 2 CFR Part 1200, DOT Order 4200.5)**

By submitting a bid/proposal under this solicitation, the Bidder or Offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

**e. Certification of Lower Tier Contractors Regarding Debarment (2 CFR Part 180 (Subpart C), 2 CFR Part 1200, DOT Order 4200.5)**

The successful Bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>;
2. Collecting a certification statement similar to the Certificate of Offeror/Bidder Regarding Debarment and Suspension, above;
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the FAA and/or MoDOT later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA and/or MoDOT may pursue any available remedies, including suspension and debarment of the non-compliant participant.

**f. Certification Regarding Lobbying (31 U.S.C. § 1352, 2 CFR § 200 Appendix II(J), 49 CFR Part 20, Appendix A)**

The Bidder or Offer certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employer of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

**g. Buy American Certification: (Title 49 U.S.C. § 50101)**

The bidder agrees to comply with 49 U.S.C. § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article,

Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued List.

A bidder or offeror must submit the appropriate Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

**Type of Certification is based on Type of Project:**

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

\*\*\*\*\*

**Certificate of Buy American Compliance for Total Facility**  
(Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".



Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

- a) Only installing steel and manufactured products produced in the United States; or
- b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
- c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing U.S. domestic products.
3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.



Bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
3. To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
4. To furnish U.S. domestic product for any waiver request that the FAA rejects.
5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

### **Required Documentation**

**Type 3 Waiver** – The cost of components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the “facility”. The required documentation for a Type 3 waiver is:

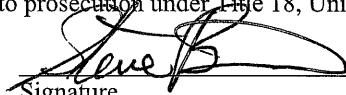
- a) Listing of all manufactured products that are not comprised of 100% U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

**Type 4 Waiver** – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a Type 4 waiver is:

- a) Detailed cost information for total project using U.S. domestic product.
- b) Detailed cost information for total project using non-domestic product.

**False Statements:** Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

1 - 24 - 22  
Date

  
Signature

Mid-State Petroleum Equipment  
Company Name

President  
Title

### **Certificate of Buy American Compliance for Manufactured Products** (Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter “X”.



Bidder or offeror hereby certifies that it will comply with 49 USC 50101 by:

- a) Only installing steel and manufactured products produced in the United States;
- b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
- c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- 1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- 2. To faithfully comply with providing U.S. domestic product.
- 3. To furnish U.S. domestic product for any waiver request that the FAA rejects.
- 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.



Bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination which may result in rejection of the proposal.
3. To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

#### **Required Documentation**

**Type 3 Waiver** – The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the “item”. The required documentation for a Type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100% U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly and at place of manufacture.


**Type 4 Waiver** – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a Type 4 waiver is:

- d) Detailed cost information for total project using U.S. domestic product.
- e) Detailed cost information for total project using non-domestic product.

**False Statements:** Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

1-24-22

Date



Signature

Mid-State Petroleum Equipment

Company Name

President

Title

**h. Compliance with the Work Authorization Law (as required by Section 285.530, Revised Statutes of Missouri)**

For all contracts where the total bid amount is in excess of \$50,000 (local match in excess of \$5,000), the Bidder, by submission of an offer and by signing the Worker Eligibility Verification Affidavit for All Contract Agreements in Excess of \$50,000, certifies that it:

1. does not knowingly employ any person who is an unauthorized alien in connection with the contracted services;
2. has enrolled and actively participates in a federal work authorization program;

A general contractor or subcontractor of any tier shall not be liable under sections 285.525 to 285.550 when such general contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of this section, if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of this section and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

**WORKER ELIGIBILITY VERIFICATION AFFIDAVIT FOR ALL CONTRACT  
AGREEMENTS IN EXCESS OF \$50,000 (Local match in excess of \$5,000)**  
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF Missouri )  
 ) ss  
COUNTY OF Audrain )

On this 24<sup>th</sup> day of January, 20 22, before me appeared Steve Brandt, personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, deposed as follows:

My name is Steve Brandt, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state or any of its political subdivisions to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities:

I am the President of Mid-State Petroleum Equipment, Inc., and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

I hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify information (employment eligibility) of newly hired employees working in connection to work under the within contract agreement. I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

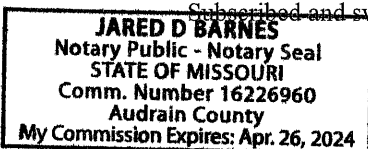
In addition, I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection to work under the within contract agreement, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

I am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.


I acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

  
(Affiant Signature)

Subscribed and sworn to before me this 24<sup>th</sup> day of January, 20 22.



My commission expires: April 26, 2024

  
(Notary Public)

*[Documentation of enrollment/participation in a federal work authorization program is attached. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding: (1) A valid, completed copy of the first page identifying the business entity; and (2) A valid copy of the signature page completed and signed by the business entity, the Social Security Administration, and the Department of Homeland Security – Verification Division.]*



### **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION**

The information shown in this section must be completed when a DBE contract goal has been established. The percentage must equal or exceed the DBE contract goal. If the percentage is below the contract goal, then the bidder must submit complete written documentation of good faith efforts taken to meet the DBE contract goal.

- a. The undersigned submits the following list of DBEs to be used in accomplishing the work of this contract. The work, supplies or services, applicable value and percent of total federal contract each DBE is to perform or furnish is as follows:
  
- b. Joint venture with a DBE. The undersigned submits the following list of bid items the DBE prime is responsible for and any items that will be subcontracted out are noted with an asterisk or a similar notation. The work, applicable value and percentage of total federal contract the DBE prime is responsible for are as follows:

(A) DBE Name and Address	(B) Bid Item Number(s) Or Work Performed	(C) Dollar Value of DBE Work **	(D) Percent Applicable to DBE Goal (100%, 60%)	(E) Dollar Amount Applicable to DBE Goal (C x D)	(F) Percent of Total Contract (C / Total Contract Amount)
TOTAL DBE PARTICIPATION				\$	— %

\*\*Cannot exceed contract amount for given item of work.

Trucking services credited at 100% if the DBE owns the trucks or is leasing from a DBE firm

Merchant wholesalers (supply) are credited at 60%.

Brokered services will only receive credit for fees.

(Please reproduce the above sheet if additional space is needed.)

**THIS EXECUTED PROPOSAL FORM MUST BE SUBMITTED  
IN THE ORIGINAL BOUND PROJECT MANUAL.**

**SIGNATURE OF BIDDER**

The undersigned states that the correct LEGAL NAME AND ADDRESS of (1) the individual bidder, (2) each partner or joint venturer (whether individuals or corporations, and whether doing business under a fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with the intention to bind themselves to become responsible and sole bidder) they are the agent of, and they are signing and executing this (as indicated in the proper spaces below) as the bid of a

( ) sole individual                      ( ) partnership                      ( ) joint venture

(✓) corporation, incorporated under the laws of state of Missouri.

Executed by bidder this 24<sup>th</sup> day of January 20 22.

Name of individual,  
all partners  
or joint venturers:

Address of each:

Mid-State Petroleum Equipment, Inc.

14601 Allison Industrial Dr.

Hallsville, MO. 65255

doing business under the name of:

Address of principal place of business in  
Missouri:

(If using a fictitious name, show this name  
above in addition to legal names)

(If a corporation, show its name above)

ATTEST: (SEAL)

Joshua Williams  
(Signature)                      Secretary

Joshua Williams  
Please print name

Steve Brandt                      Pres  
(Signature)                      (Title)

Steve Brandt  
Please print name

NOTE: If bidder is doing business under a fictitious name, the bid shall be executed in the legal name of the individual partners, joint ventures, or corporation, with the legal address shown, and registration of fictitious name filed with the secretary of state, as required by sections 417.200 to 417.230 RSMo. If the bidder is a corporation not organized under the laws of Missouri, it shall procure a certificate of authority to do business in Missouri, as required by section 351.572 et seq RSMo.

# AIA Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)  
Mid-State Petroleum Equipment, Inc.  
14601 Allison Industrial Drive  
Hallsville, MO 65255

**SURETY:**

(Name, legal status and principal place  
of business)  
Merchants National Bonding, Inc.  
PO Box 14498  
Des Moines, IA 50603

**OWNER:**

(Name, legal status and address)  
City of Sikeston  
105 East Center Street  
Sikeston, MO 63801

**BOND AMOUNT:** Five Percent of Amount Bid (5%)

**PROJECT:**

(Name, location or address, and Project number, if any)

Fuel System Improvements  
Sikeston Memorial Municipal Airport

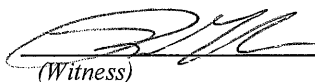
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 25th day of January, 2022

  
(Witness)

  
(Witness)

Mid-State Petroleum Equipment, Inc.

(Principal)

  
(Title)

Merchants National Bonding, Inc.

(Surety)

  
(Title) Allison Madrid, Attorney-in-Fact

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Init.

**MERCHANTS**  
**BONDING COMPANY**<sup>TM</sup>  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Allison Madrid; Darla Veltrop; Kris Copra; Louis A Landwehr

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

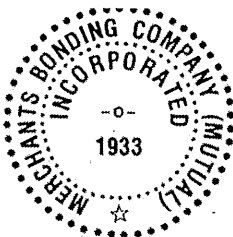
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of February, 2020.



MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By

*Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 11th day of February 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



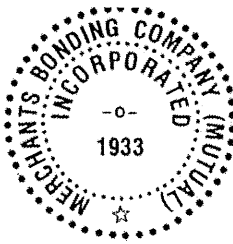
**POLLY MASON**  
Commission Number 750576  
My Commission Expires  
January 07, 2023

*Polly Mason*  
Notary Public

(Expiration of notary's commission  
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 25th day of January, 2022.



*William Warner Jr.*  
Secretary

---

## Equipment and Construction Contracts Airport Improvement Sponsor Certification

---

Sponsor: City of Sikeston, Missouri

Airport: Sikeston Memorial Municipal Airport

Project Number: 22-077B-2

Description of Work: Fuel System

### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor ([www.dol.gov](http://www.dol.gov)) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a “covered contract” under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor’s officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

☒ Yes ☐ No ☐ N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).

☒ Yes ☐ No ☐ N/A

3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.

☒ Yes ☐ No ☐ N/A

4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:

- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
- b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
- c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).

☒ Yes ☐ No ☐ N/A

5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:

- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
- b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
- c. Publicly opened at a time and place prescribed in the invitation for bids; and
- d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.

☒ Yes ☐ No ☐ N/A

6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:

- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
- b. Plan for publicizing and soliciting an adequate number of qualified sources; and
- c. Listing of evaluation factors along with relative importance of the factors.

☒ Yes ☐ No ☐ N/A

7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).

☒ Yes ☐ No ☐ N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):

- a. Only one qualified person/firm submits a responsive bid;
- b. Award is to be made to other than the lowest responsible bidder; and
- c. Life cycle costing is a factor in selecting the lowest responsive bidder.

☒ Yes ☐ No ☐ N/A

9. All construction and equipment installation contracts contain or will contain provisions for:

- a. Access to Records (§ 200.336)
- b. Buy American Preferences (Title 49 U.S.C. § 50101)
- c. Civil Rights - General Provisions and Title VI Assurances( 41 CFR part 60)
- d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
- e. Occupational Safety and Health Act requirements (20 CFR part 1920)
- f. Seismic Safety – building construction (49 CFR part 41)
- g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
- h. U.S. Trade Restriction (49 CFR part 30)
- i. Veterans Preference (49 USC § 47112(c))

☒ Yes ☐ No ☐ N/A

10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:

- a. Davis-Bacon and Related Acts (29 CFR part 5)
- b. Copeland “Anti-Kickback” Act (29 CFR parts 3 and 5)

☒ Yes ☐ No ☐ N/A

11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

☒ Yes ☐ No ☐ N/A

12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:

- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
- b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
- c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
- d. Provisions that address termination for cause and termination for convenience (2 CFR part 200, Appendix II).

☒ Yes ☐ No ☐ N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

☒ Yes ☐ No ☐ N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$150,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with “no” response.

### **Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked “no” is correct and complete.

Executed on this 31<sup>st</sup> day of January, 2022.

Name of Sponsor: City of Sikeston, Missouri

Name of Sponsor's Authorized Official: Jay Lancaster, PE

Title of Sponsor's Authorized Official: Public Works Director

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



---

**Project Plans and Specifications**  
**Airport Improvement Program Sponsor Certification**

---

Sponsor: City of Sikeston, Missouri

Airport: Sikeston Memorial Municipal Airport

Project Number: 22-077B-2

Description of Work: Fuel System

**Application**

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor ([www.dol.gov/](http://www.dol.gov/)). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

**Certification Statements**

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).  
☒ Yes   ☐ No   ☐ N/A
2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).  
☒ Yes   ☐ No   ☐ N/A
3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).  
☒ Yes   ☐ No   ☐ N/A

4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).
- ☒ Yes ☐ No ☐ N/A
5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).
- ☒ Yes ☐ No ☐ N/A
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).
- ☒ Yes ☐ No ☐ N/A
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).
- ☒ Yes ☐ No ☐ N/A
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).
- ☒ Yes ☐ No ☐ N/A
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).
- ☐ Yes ☐ No ☒ N/A
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).
- ☒ Yes ☐ No ☐ N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)
- ☐ Yes ☐ No ☒ N/A
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.
- ☒ Yes ☐ No ☐ N/A
- b. Snow Removal Equipment as contained in AC 150/5220-20.
- ☐ Yes ☐ No ☒ N/A
- c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.
- ☐ Yes ☐ No ☒ N/A

13. For construction activities within or near aircraft operational areas(AOA):

- a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.
- b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.
- c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

☒ Yes ☐ No ☐ N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

#### **Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 31<sup>st</sup> day of January, 2022.

Name of Sponsor: City of Sikeston, Missouri

Name of Sponsor's Authorized Official: Jay Lancaster, PE

Title of Sponsor's Authorized Official: Public Works Director

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

**City of Sikeston**  
**105 East Center Street**  
**Sikeston, MO 63801**

May 8, 2018

Mr. Thomas Powers  
Missouri Department of Transportation  
Aviation Section-MoDOT  
P.O. Box 270  
Jefferson City, MO 65102

Re: Project No. 20-077B-2  
Fuel System  
Sikeston Memorial Municipal Airport  
Request for Authorization to Award

Dear Mr. Powers:

Enclosed for your review and approval is a copy of the only bid received for our new fuel system. There were 5 contractors that took bid documents, however, only 1 bid was received. The bid was placed on the MoDOT website and was also provided to the Construct Connect and ePlan plan rooms.

We herewith transmit the following for your review:

1. Our Engineer's recommendation letter.
2. Proposal pages and copy of the bid security check from the bidder.
3. A Sponsor Certification for Equipment/Construction Contracts.
4. A Sponsor Certification for Project Plans and Specifications.

The City has thoroughly evaluated the bid from Mid-State Petroleum Equipment, Inc., of Hallsville, MO, and as recommended by our engineer, we have determined them to be responsive and responsible, and that the contract price is considered fair and reasonable.

The City of Sikeston hereby requests MoDOT's authorization to award the construction contract to Mid-State Petroleum Equipment, Inc., of Hallsville, MO, in the amount of \$802,402.20.

If you have any questions, please call me at (573) 471-2174.

Sincerely,

**CITY OF SIKESTON**

Jay Lancaster, PE  
Public Works Director

## Council Letter

---

Date of Meeting 22-31-01

Originating Department: Public Works

To the Mayor and City Council:

Subject: Award Contract for New Ballfield Lights at Dancler Field in Roberta Rowe Park.

Attachments:

1. Bid price
2. Land Survey of existing and proposed field layout

Action Options:

1. Authorize the purchase MUSCO Field Lighting for John Dancler Field at Roberta Rowe Park
2. Other action the City Council deems appropriate.

Background:

The Parks and Recreation Department budgeted \$250,000.00 for new ballfield lights at John Dancler Field located in Roberta Rowe Park. New ballfield lighting was included along with new fencing and renovating the infield for improving the playability of the existing field. Staff has spent several months working closely with a ballfield light contractor and Sikeston BMU to replace the lighting at an affordable price.

Originally, the Parks and Recreation Department planned to purchase wooden poles from Sikeston BMU and contract a ballfield lighting company to install the necessary hardware and mount LED light fixtures to the wooden poles. Sikeston BMU had planned to remove the existing wooden poles, stand the poles, and run wiring from each new pole to the control cabinet. Upon further discussion, the lighting contractor proposed that Sikeston BMU would only need to be responsible for the removal of the existing poles and supply the electrical power. The quotes we received were \$21,300 for six 70' poles that would be purchased from Sikeston BMU by the Parks and Recreation Department and \$150,000.00 from All Purpose Erectors for the installation and wiring of the poles. This price also includes access to MUSCO's Control-Link which is a service that provides agencies the control to set times for when the lights are on and off. The total price for this package is \$171,300.00 which was slightly over our estimated price of \$170,000 from September 2021; but significantly less than our original budget of \$250,000.

We were recently contacted by All Purpose Erectors, and through negotiating with MUSCO, they proposed upgrading from the wooden poles to steel poles. The price we received for upgrading to new steel poles with LED lights was \$195,000 and included installation. Upgrading to steel poles would give us a 25-year warranty on the lights and equipment as opposed to the 10-year warranty for using wooden poles. Other advantages to upgrading to steel poles are that they are more durable and aesthetically pleasing than wooden poles. One issue with wooden poles is that they can cause the lighting hardware to twist, and the wood deteriorates underground over time. Additionally, the location of this field is visible off a main road in Sikeston, so the addition of steel poles would enhance the look of the newly renovated field.

In comparing the budget to the latest costs, you can see in the table below that while these latest projections are more than the revisions from September of last year, the total is only an \$800 difference from the original budget included in the current approved city budget. Given all the new information, it is our recommendation that we purchase the upgrade for the steel poles from All Purpose Erectors. This would result in a better product with a better warranty and optics. It would be less burden to BMU and All Purpose Erectors would handle all aspects of the project.

<b>Description</b>	<b>Original Estimate (June 2021)</b>	<b>Revised Estimate (Sept 2021)</b>	<b>Proposed Estimate (Jan 2022)</b>
Lights	\$250,000	\$170,000	\$195,000
Infield Improvements	\$10,000	\$40,000	\$30,000
Fencing & Dugouts	\$39,700	\$70,500	\$70,500
Dugout Roofs	\$1,000	\$1,000	\$1,000
Expanded Parking	\$5,000	\$10,000	\$10,000
<b>Total</b>	<b>\$305,700</b>	<b>\$291,500</b>	<b>\$306,500</b>

All Purpose Erectors is contracted by MUSCO for the installation of ballfield lighting. They are in Collierville, Illinois and recently installed new ballfield lighting in 2019 at the Recreation Complex. MUSCO is a member of the National Joint Powers Association (NJPA) which is a public agency that provides cooperative purchasing for government and educational agencies. The City of Sikeston is a current member of the NJPA and purchasing from MUSCO through the NJPA meets state bidding requirements.



*All Purpose Erectors, Inc.*  
*1112 Starlifter Drive*  
*Lebanon, IL 62254*  
*(618) 537-7777*  
*Fax - (618) 537-7774*

January 31, 2022

Dustin Care  
Park and Recreation Director  
City of Sikeston, Mo

**RE: Dancier Field Lighting**

**Scope of Work:**

**Included (Wood Pole system)**

- Supply and Install Musco Lighting System, 30/20 FC, 6 Poles, 26 Fixtures, 10-year warranty, low/med/high dimming –Per attached Scans
- Musco Lighting installed on owner supplied class 1 80' wood poles, 70' mounting height
- Open cut trench lines for new conduit and conductor for light poles, backfill w/excavated material
- Demolition existing electric service.
- New Electric Metering provided by BMU
- Supply and install 200-amp, 480-volt, single phase panel with necessary breakers on powder coated steel rack w/ Musco Control Link Lighting Contactor Cabinet.
- Necessary Electrical Permitting – permit cost not included
- Sand Drilling w/ slurry mix included
- New Field layout of home plate and foul poles by city
- Rough Landscape repair

APE Proposal Cost	\$ 150,000.00
City Cost of Wood Poles	\$ 21,300.00 – purchased direct by city
<b>Total Project Cost</b>	<b>\$ 171,300.00</b>

**Upgrade to Musco Light Structure System (Steel Poles)**

- Warranty increases to 25 years (15-year increase)
- Will not require re-aiming due to pole twist
- Better structural integrity

<b>Total Project Cost</b>	<b>\$195,000.00</b>
---------------------------	---------------------

**Not Included:** Tax / Bonding, Locating Privately owned utilities / repair to unmarked utilities, Final landscaping, Removing spoils off site, Unsuitable Soils – (rock) Permitting / Licensing cost, Stamped engineered electrical drawings, asphalt / concrete removal/replacement, utility company charges

Respectfully submitted,

Robby Robertson  
All Purpose Erectors, Inc.

# Roberta Rowe Field

Sikeston, MO

## Lighting System

Pole / Fixture Summary						
Pole ID	Pole Height	Mtg Height	Fixture Qty	Luminaire Type	Load	Circuit
A1-A2	70'	70'	3	TLC-LED-1200	3.51 kW	A
B1-B2	70'	70'	4	TLC-LED-1500	5.72 kW	A
		16'	1	TLC-BT-575	0.58 kW	A
C1-C2	70'	70'	3	TLC-LED-1500	4.29 kW	A
		16'	2	TLC-BT-575	1.15 kW	A
6			26		30.49 kW	

Circuit Summary			
Circuit	Description	Load	Fixture Qty
A		30.49 kW	26

Fixture Type Summary							
Type	Source	Wattage	Lumens	L90	L80	L70	Quantity
TLC-LED-1200	LED 5700K - 75 CRI	1170W	136,000	>120,000	>120,000	>120,000	6
TLC-LED-1500	LED 5700K - 75 CRI	1430W	160,000	>120,000	>120,000	>120,000	14
TLC-BT-575	LED 5700K - 75 CRI	575W	52,000	>120,000	>120,000	>120,000	6

## Light Level Summary

Calculation Grid Summary								
Grid Name	Calculation Metric	Illumination					Circuits	Fixture Qty
		Ave	Min	Max	Max/Min	Ave/Min		
Baseball (Infield)	Horizontal Illuminance	39.7	24	50	2.04	1.65	A	26
Baseball (Outfield)	Horizontal Illuminance	29.3	20	35	1.80	1.47	A	26

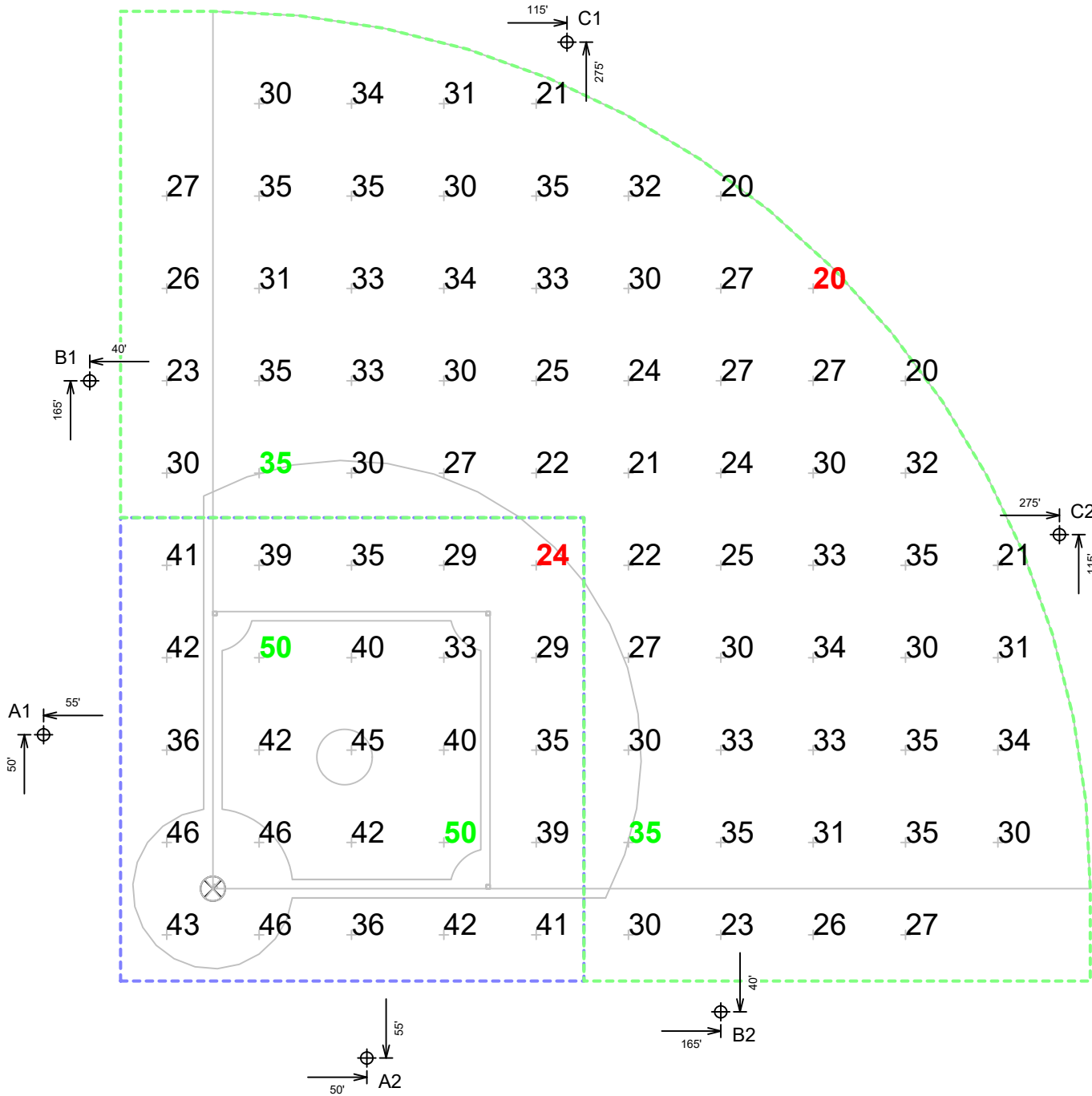
## From Hometown to Professional



We Make It Happen®



EQUIPMENT LIST FOR AREAS SHOWN							
Pole				Luminaires			
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID
2	A1-A2	70'	-	70'	TLC-LED-1200	3	3
2	B1-B2	70'	-	15.5'	TLC-BT-575	1	1
				70'	TLC-LED-1500	4	4
2	C1-C2	70'	-	15.5'	TLC-BT-575	2	2
				70'	TLC-LED-1500	3	3
6	TOTALS					26	26



Roberta Rowe Field

Sikeston, MO

GRID SUMMARY	
Name:	Baseball
Size:	285'/285'/285' - basepath 90'
Spacing:	30.0' x 30.0'
Height:	3.0' above grade

ILLUMINATION SUMMARY		
MAINTAINED HORIZONTAL FOOTCANDLES		
	Infield	Outfield
Guaranteed Average:	30	20
Scan Average:	39.69	29.32
Maximum:	50	35
Minimum:	24	20
Avg / Min:	1.62	1.49
Guaranteed Max / Min:	2.5	3
Max / Min:	2.04	1.80
UG (adjacent pts):	1.29	1.66
CU:	0.75	
No. of Points:	25	61
LUMINAIRE INFORMATION		
Applied Circuits:	A	
No. of Luminaires:	26	
Total Load:	30.49 kW	

**Guaranteed Performance:** The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

**Field Measurements:** Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

**Installation Requirements:** Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

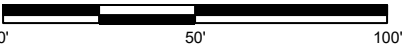


We Make It Happen.®

Not to be reproduced in whole or part without the written consent of Musco Sports Lighting, LLC. ©1981, 2021 Musco Sports Lighting, LLC.

ILLUMINATION SUMMARY

SCALE IN FEET 1 : 50



Pole location(s) ⦿ dimensions are relative to 0,0 reference point(s) ⊗

Roberta Rowe Field  
Sikeston, MO

EQUIPMENT LAYOUT

INCLUDES:  
· Baseball

**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

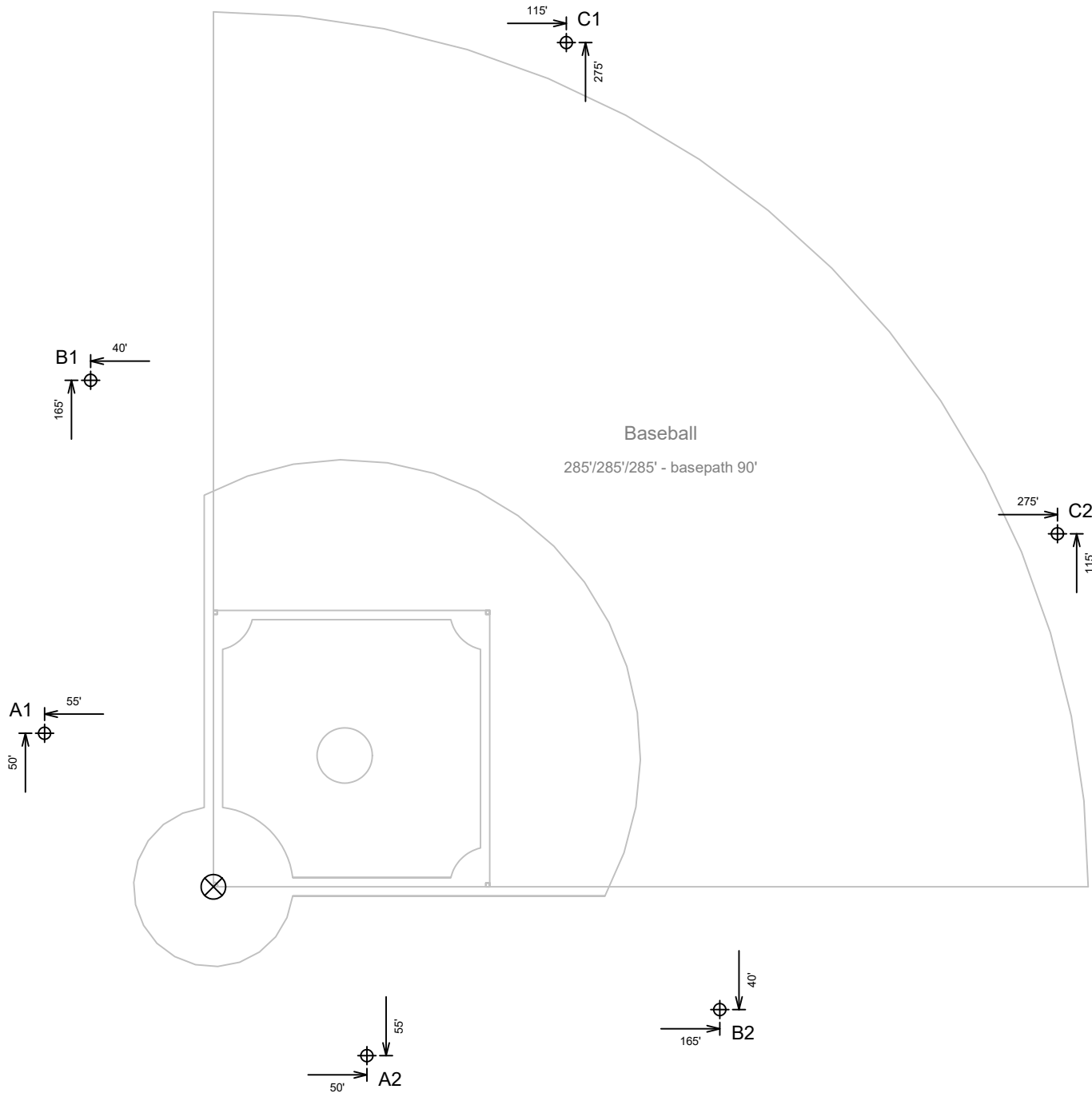
**Installation Requirements:** Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

EQUIPMENT LIST FOR AREAS SHOWN

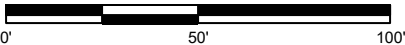
Pole				Luminaires		
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE
2	A1-A2	70'	-	70'	TLC-LED-1200	3
2	B1-B2	70'	-	15.5' 70'	TLC-BT-575 TLC-LED-1500	1 4
2	C1-C2	70'	-	15.5' 70'	TLC-BT-575 TLC-LED-1500	2 3
6	TOTALS					26

SINGLE LUMINAIRE AMPERAGE DRAW CHART



Ballast Specifications (.90 min power factor)	Line Amperage Per Luminaire (max draw)						
Single Phase Voltage	208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	480 (60)
TLC-LED-1200	7.0	6.6	6.1	5.2	4.2	4.0	3.0
TLC-LED-1500	8.5	8.1	7.4	6.4	5.1	4.7	3.7
TLC-BT-575	3.4	3.2	2.9	2.5	2.0	1.8	1.5



SCALE IN FEET 1 : 50



ENGINEERED DESIGN By: Isaac Sanders · File #215341A · 13-Oct-21

Pole location(s)  dimensions are relative to 0,0 reference point(s) 



Not to be reproduced in whole or part without the written consent of Musco Sports Lighting, LLC. ©1981, 2021 Musco Sports Lighting, LLC.

EQUIPMENT LAYOUT

## Council Letter

---

Date of Meeting 22-31-01

Originating Department: Public Works

To the Mayor and City Council:

Subject: Authorization to Solicit Bids for Pickleball Courts at the Recreation Complex

Attachments:

1. Public Survey Results

Action Options:

1. Authorize the approval for the Sikeston Parks and Recreation Department to solicit bids to add additional pickleball courts at the Recreation Complex.
2. Other action the City Council deems appropriate.

Background:

The Sikeston Parks and Recreation Department applied for the Land and Water Conservation Fund grant in February 2021 for two newly constructed pickleball courts at the Recreation Complex. Pickleball is a sport that combines the elements of tennis, badminton, and ping pong and increasingly grown in national popularity over the course of the past decade. The cost of this grant funded project was \$150,000 and the City budgeted \$30,000 for our part of the match funding. The construction of new pickleball courts were included in our recent Master Plan for the Recreation Complex and Bootheel Golf Course and have been identified as a need within our community.

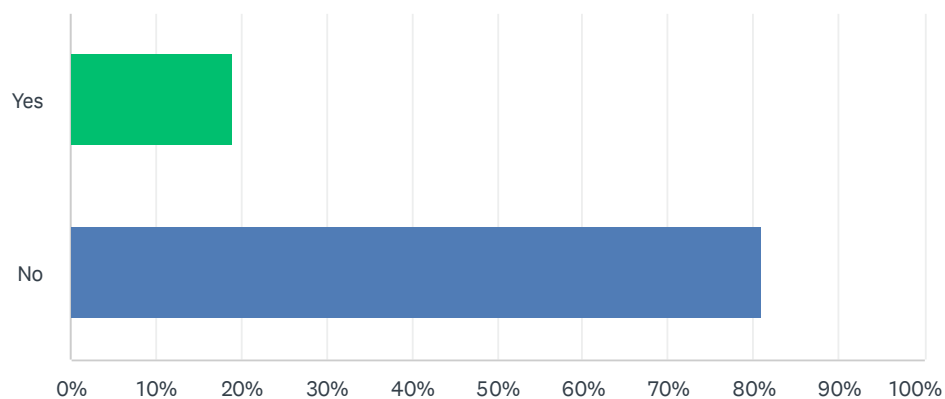
The Sikeston Parks and Recreation Department was informed in October 2021 that we were not a recipient of grant funding; but the issue remains that there is a growing demand for outdoor pickleball courts. Recently, in July 2021, we converted one existing tennis court into a pickleball court at the Recreation Complex to appease the pickleball players until we were notified if we were going to be awarded the grant for newly constructed courts. Once we knew we were not a recipient, we explored other options, which resulted in posting a public survey in January 2022 to discover the possibility of converting the one remaining south end tennis court and newly painted pickleball court at the Recreation Complex into six permanent pickleball courts. The results were overwhelmingly in favor of adding more pickleball courts.

The estimates we received for converting the current pickleball court and one tennis court into six permanent pickleball courts was \$25,000. This estimate included permanent nets and re-painting

the court lines. The Sikeston Parks and Recreation Department is asking the Council to authorize us to solicit bids for converting the south end of the existing tennis court area to six pickleball courts. Our intent is to use the \$30,000 that was budgeted towards the grant match to fund this project.

## Q1 Do you play tennis at the Sikeston Recreation Complex?

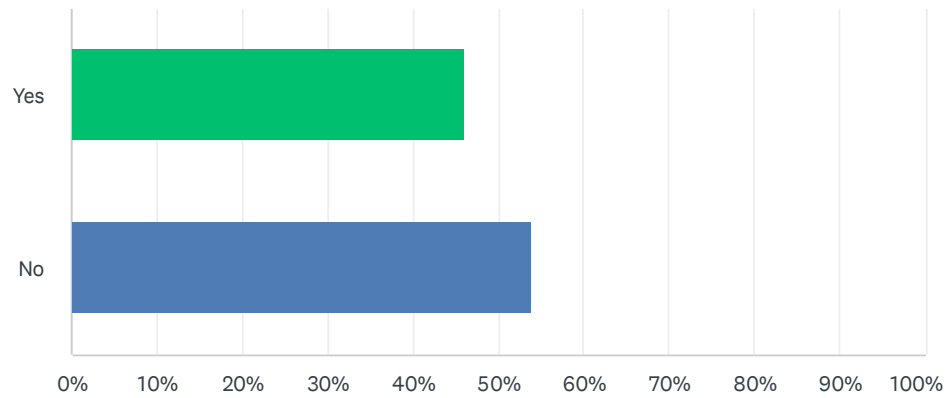
Answered: 142 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	19.01%	27
No	80.99%	115
TOTAL		142

## Q2 Do you play pickleball at the Sikeston Recreation Complex?

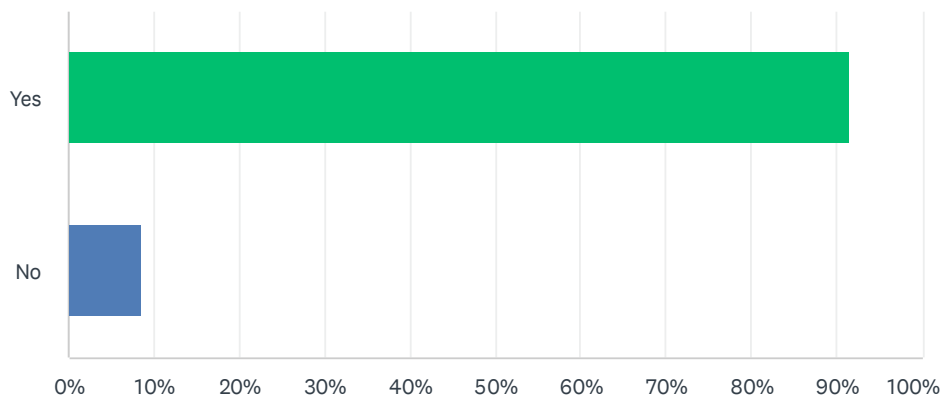
Answered: 141 Skipped: 1



ANSWER CHOICES	RESPONSES	
Yes	46.10%	65
No	53.90%	76
TOTAL		141

### Q3 Would you support converting the current south tennis/pickleball court area at the Sikeston Recreation Complex into six (6) permanent pickleball courts?

Answered: 140 Skipped: 2



ANSWER CHOICES	RESPONSES	
Yes	91.43%	128
No	8.57%	12
TOTAL		140