



105 E. Center Street
Sikeston, MO 63801
573-471-2512
www.Sikeston.org

TENTATIVE AGENDA

SPECIAL CITY COUNCIL MEETING SIKESTON CITY HALL

Thursday, March 16, 2017
5:00 P.M.

- I. CALL TO ORDER
- II. RECORD OF ATTENDANCE
- III. OPENING PRAYER
- IV. ITEMS OF BUSINESS
 - A. Discussion on Residential Solid Waste/Recycling RFP
 - B. Award Farm Lease
 - C. Award of Roof Repairs for Fire Station 3 (Ables Road)
 - D. Award Purchase of Self-Contained Breathing Apparatus
 - E. Council Appointment to DED Executive Board
 - F. 1st Reading, Bill #6050, Re-Adoption of Fair Housing Policy
 - G. Other Items As May Be Determined During the Course of the Meeting
- V. ADJOURNMENT

Dated this 14th day of March 2017



Carroll Couch, City Clerk

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

Council Letter

Date of Meeting: March 16, 2017

Originating Department: City Manager

To the Mayor and City Council:

Subject: Solid Waste and Recycling RFP

Attachment(s):

1. Request for Proposals

Action Options:

1. Authorize Staff to Release RFP
2. Other Action Council May Deem Necessary

Background:

The City currently has a contract with Sonny's Solid Waste for collection of residential trash. The contract has been extended six months beyond its expiration date to allow the city more time to explore recycling options and other issues, and to decide what level of service to request when we release a new Request for Proposals (RFP) for residential solid waste collection services.

The City Council held a study session on February 16 to discuss the results of a community survey regarding recycling and solid waste and to receive public comment on these issues. City staff has prepared the attached RFP, which contains the following language regarding some of the key issues that have been discussed by City Council:

The City of Sikeston is interested in enhancing the cleanliness of the community and providing more recycling opportunities. Vendors shall propose their solutions and the associated costs for meeting those community goals. The following items must be addressed in each proposal:

- **Recycling:** *The City will consider proposals regarding recycling drop off sites, curbside recycling, and/or other methods of recycling.*
- **Frequency of Pickup:** *The City will consider proposals regarding the frequency of pickup of residential solid waste and recycling (if proposed). The proposed frequency of trash pickup may be variable depending on the frequency of recycling pickup (if proposed).*

- **Containers:** *The City will consider proposals regarding requirements for use of containers for residential solid waste and/or recycling. Proposals may address whether containers are required, the size, type, and other details about containers, and whether the containers would be provided by the bidder.*
- **Alley Pickup:** *The City will consider proposals regarding the continuation or discontinuation of residential solid waste pickup at the alley side of properties, where applicable.*
- **Term of Contract:** *Residential solid waste pickup under this contract shall begin on July 1, 2017. The City will consider proposals regarding the length of the contract term, and the start date(s) of any recycling services.*

The tentative timeline for executing a new contract is as follows, subject to City Council direction:

3/6/17*	Request Council Approval to Advertise RFP
3/31/17	Responses Due
4/24/17	Council to Consider Awarding Contract
7/1/17	Effective Date of Contract

*Due to the cancellation of the 3/6/17 Council meeting, staff has already released the RFP in order to keep the timeline above. If the Council wishes to change anything in the RFP, staff will release an addendum to it.

REQUEST FOR PROPOSALS
CITY OF SIKESTON
SOLID WASTE AND RECYCLING SERVICES
RFP #17-19
Issued: 3/8/2017

The City of Sikeston is requesting proposals for contractual solid waste services which encompass the collection, transportation and disposal of residential and public property solid waste materials within the corporate limits of the City of Sikeston beginning July 1, 2017. Request for Proposal packets may be picked up at City Hall beginning March 8, 2017.

Currently the City has twice per week solid waste curb side service divided into two geographic areas of the community. Recycling is offered through drop off service only at two sites in the community during limited hours of operation. Where alleys are present, solid waste is picked up along the alleys. There are no specific containers that must be used; however, municipal code does specify that solid waste must be put in a can or a bag. Current services also include solid waste service for numerous City of Sikeston locations for municipal use.

For the purposes of this Request for Proposals, rather than specifying the exact requirements and details of the above-mentioned items, the City is seeking the input of vendors as to what they would propose to best suit the City of Sikeston.

The City of Sikeston is interested in enhancing the cleanliness of the community and providing more recycling opportunities. Vendors shall propose their solutions and the associated costs for meeting those community goals. The following items must be addressed in each proposal:

- **Recycling:** The City will consider proposals regarding recycling drop off sites, curbside recycling, and/or other methods of recycling
- **Frequency of Pickup:** The City will consider proposals regarding the frequency of pickup of residential solid waste and recycling (if proposed). The proposed frequency of trash pickup may be variable depending on the frequency of recycling pickup (if proposed).
- **Containers:** The City will consider proposals regarding requirements for use of containers for residential solid waste and/or recycling. Proposals may address whether containers are required, the size, type, and other details about containers, and whether the containers would be provided by the bidder.
- **Alley Pickup:** The City will consider proposals regarding the continuation or discontinuation of residential solid waste pickup at the alley side of properties, where applicable.

- **Term of Contract:** Residential solid waste pickup under this contract shall begin on July 1, 2017. The City will consider proposals regarding the length of the contract term, and the start date(s) of any recycling services.
- Name of vendor, address, telephone number, email address, and web address.
- History and qualifications of vendor.

To be considered, four (4) hard copies and one pdf copy of the vendor's proposal must be received at the City of Sikeston, Office of the City Clerk, Attention: RFQ #17-19, 105 E. Center St., Sikeston, MO 63801 no later than 3:00 pm (CST) on Friday, March 31, 2017. Faxes, electronic submittals, and late submittals will not be accepted. For more information, please send an email to publicworks@sikeston.org or call Angie Keller, Public Works Administrative Assistant at 573-471-2512.

Submittals must include an executed non-kickback and non-collusion agreement on the form provided with this request for proposals. (See Attached Form) Failure to submit this fully executed agreement will result in rejection of the vendor's proposal.

Following a review of the proposals received, the Sikeston City Council intends to award a contract at the April 24, 2017 City Council Meeting to be held at 11:30 am at City Hall.

GENERAL PROVISIONS

- 1) The City of Sikeston is not responsible for any costs associated with the preparation of this information. The City reserves the right to reject any informalities and to accept or reject all or any part of the proposals.
- 2) Prior to contract award, the successful vendor must enroll in the federal E-Verify Program for Employment Verification. This is an on-line program which can be accessed at: e-verify.uscis.gov/enroll/. The successful vendor must provide the City of Sikeston a copy of the 2 page Memorandum of Understanding which includes an electronic signature page.
- 3) An unexecuted copy of the previous solid waste contract used by the City of Sikeston is attached as a sample for reference. Please take note of the municipal service breakdown (Exhibit 2) and the bonding requirements (Section 7). These will still be required with this contract and should be considered with your proposal.
- 4) Do not include Federal Excise Tax, Sales Tax, or Use Tax in the proposal. The City of Sikeston is exempt by law.

- 5) The City of Sikeston reserves the right to accept the lowest and best proposal for services.
- 6) The successful vendor shall post all applicable bonds, licenses, and insurance as required by the City of Sikeston, including obtaining a City Business License.
- 7) The successful vendor shall provide any and all applicable warranty information for the service and/or product.
- 8) For use in preparing a proposal, there are approximately 5,953 different residential accounts utilizing municipal utilities.
- 9) Proposals submitted in response to this request must carry the signature of the vendor. By signing, the vendor acknowledges their full knowledge of, and agreement with the general provisions and requirements of this request for proposal.
- 10) Any act or acts of misrepresentation, collusion or offers of kickback by a vendor will be a basis for disqualification of any proposal submitted. In the event the City enters into an agreement or contract with a vendor who is found to have misrepresented material facts, participated in collusion or offerings of kickbacks, and such conduct is discovered after the execution of an agreement or contract, the City may cancel the agreement or contract without incurring liability, penalty or damages.
- 11) The City of Sikeston may make such investigation as deemed necessary to determine the ability of the vendor to discharge the agreement or contract. The vendor shall furnish the City with all such information and data as may be required for that purpose. The City reserves the right to reject any proposal if the vendor fails to satisfactorily convince the City that they are properly qualified to carry out the obligations of the agreement or contract, and to satisfactorily complete the work called for herein.
- 12) When determining the successful vendor, the City reserves the right to apply up to a five (5%) local vendor preference for goods and services provided by vendors located within the City Limits of Sikeston.

An electronic copy of this request can be found at www.sikeston.org.

CONTRACT FOR SERVICE

DISPOSAL OF SOLID WASTE AND GARBAGE

This Agreement, made and entered into this 1st day of January, 2013, by and between the parties, to-wit: the City of Sikeston, Missouri, a Municipal Corporation organized under the provisions of Chapter 78 of RSMo, hereinafter referred to as "CITY" and [REDACTED], Inc., hereinafter referred to as "CONTRACTOR", to provide for the collection, transportation and disposal of residential and public property solid waste materials within the corporate limits of the City.

WITNESSETH:

In consideration of the promises, payments, covenants and agreements contained herein, the value and adequacy and sufficiency of which are hereby acknowledged, the parties hereto mutually enter into this agreement, upon the following terms and conditions:

SECTION ONE: DEFINITIONS

For purposes of this agreement the following words or terms shall have the indicated meanings:

- A. "Battery" or "Lead-acid Battery", a battery designed to contain lead and sulfuric acid with a nominal voltage of at least six volts and of the type intended for use in motor vehicles and water craft;
- B. "Bulky Rubbish", all non-putrescible, non-liquid solid wastes, whether combustible or non-combustible, which are either too large or too heavy to be safely and conveniently loaded into vehicles designed for solid waste collection (packer trucks) without additional loading equipment and/or manpower;
- C. "City Manager" or "Manager", shall be the City Manager for the City of Sikeston, Missouri;
- D. "Clean Fill", uncontaminated soil, rock, sand, gravel, concrete, asphaltic concrete, cinder blocks, brick, minimal amounts of wood and metal, and inert solids as approved by rule or policy of the Department of Natural Resources, for fill, reclamation or other beneficial use;
- E. "Collection", the pick-up and removal of all waste materials as specified herein, in a manner and by a method that fully contains all such materials to be delivered to the disposal site, both in loading and transportation phases of the operation;
- F. "Commercial Waste Generating Unit", any location or place where business is or could be conducted or any dwelling unit under one roof containing five (5) or more individual residences or any grouping of five (5) or more individual dwelling units offered for rent, regardless of length of stay, operated by any person(s), firm or corporation in the normal pursuit of profit or revenue generation;

- G. "Council", shall be the City Council for the City of Sikeston, Missouri;
- H. "Construction and Demolition Waste", those waste products generated by either construction or demolition activities, of any nature including construction materials, brush, wood wastes, solid rock, concrete and other like inert solids which are insoluble in water;
- I. "Demolition Landfill", a solid waste disposal area used for the controlled disposal of demolition wastes, construction materials, brush, wood wastes, soil, rock, concrete and inert solids insoluble in water;
- J. "Department" or "DNR", the State of Missouri Department of Natural Resources;
- K. "Disposal", the delivery of solid waste to any appropriate site designed, permitted or licensed by the appropriate state agency(ies), including but not necessarily limited to incineration, composting, recycling, baling, shredding, salvaging, compacting, landfill and/or other facility;
- L. "Dwelling Unit", any room or group of rooms within or on any premises and forming a single habitable unit with facilities which are used or intended to be used as a domicile, which may or may not include living, sleeping, cooking and eating. A dwelling unit shall be presumed to be occupied and the owner or tenant thereof shall pay the solid waste removal charge herein provided for so long as electric, water, or sewer service is provided to the premises by the Board of Municipal Utilities of the City of Sikeston, unless waived by the contractor;
- M. "EPA", the Environmental Protection Agency of the United States Government;
- N. "Garbage", waste which includes any of the following: putrescible animal, vegetable or mineral wastes resulting from the handling, preparation, cooking, serving, storage or consumption of food or paper, packaging and other like items which result from routine household living activities;
- O. "Hazardous Wastes", include but may not be limited to explosive wastes, corrosive or caustic wastes, flammable wastes, pesticide wastes, herbicide wastes, toxic wastes, radioactive materials or containers or any other material or container so designated by EPA or DNR regulations;
- P. "Infectious Wastes", waste in quantities and characteristics as determined by DNR by rule, including medical isolation wastes, cultures and stocks of etiologic agents, blood and blood products, pathological wastes, other wastes;
- Q. "Major Appliance", clothes washers and dryers, water heaters, trash compactors, dishwashers, microwave ovens, conventional ovens, ranges, stoves, woodstoves, air conditioners, refrigerators and freezers;

- R. "Occupant, Resident or Customer", any person who alone or jointly or severally with others, shall be in the actual possession of any dwelling unit or any other improved real property, either as owner or tenant receiving solid waste services;
- S. "Person", any individual, partnership, corporation, association, institution, city, county, other political subdivision, authority, state agency or institution or federal agency or institution;
- T. "Recovered Materials", those materials which have been diverted or removed from the solid waste stream for sale, use, reuse or recycling, whether or not they require subsequent separation and processing;
- U. "Recycling", the separation and reuse of materials which might otherwise be disposed of as solid waste;
- V. "Resource Recovery", a process by which recyclable and recoverable material is removed from the waste stream to the greatest extent possible, as determined by DNR and pursuant to DNR standards, for reuse or remanufacture;
- W. "Sanitary Landfill", a solid waste disposal area, licensed and permitted by the State of Missouri, which accepts commercial and residential solid waste;
- X. "Sharps", a term applied to needles and other dangerous implements in the medical care industry;
- Y. "Solid Waste", garbage, refuse and other discarded materials including, but not limited to, solid and semisolid waste materials resulting from industrial, commercial, agricultural, governmental and domestic activities, but excluding hazardous or infectious waste as defined herein, recovered materials, overburden, rock, tailings, matte, slag or other waste material resulting from mining, milling or smelting;
- Z. "Solid Waste Management", the entire composite solid waste system of storage, collection, transportation, processing and disposal of any waste;
- AA. "Solid Waste Processing Facility", any facility where solid waste is salvaged and processed, including:
1. A compost plant or transfer station; or
 2. An incinerator which operates with or without energy recovery;
- BB. "Storage", keeping, maintaining, storing, and depositing for collection of solid waste from its time of production until its time of collection;
- CC. "Tire", a continuous solid or pneumatic rubber covering encircling the wheel of a motor vehicle, trailer or wheels of other machinery;

- DD. "Transportation", the conveying of waste(s) or material(s) collected to an approved disposal site or processing facility, in a legal manner, with proper containment by truck or other appropriate vehicle;
- EE. "Utility Waste Landfill", a solid waste disposal area used for fly ash waste, bottom ash waste, slag waste and flue gas emission control waste, generated primarily from the combustion of coal or other fossil fuels;
- FF. "Waste Tire", a tire that is no longer suitable for its original intended purpose because of wear, damage or defect;
- GG. "Yard Waste", leaves, grass clippings, yard and garden vegetation and Christmas trees. The term does not include stumps, roots or shrubs with intact root balls.

SECTION TWO: TERM

The term of this agreement shall commence January 1, 2013 at 12:01 A.M. and expire December 31, 2016 at 12:00 P.M.

SECTION THREE: SCOPE OF SERVICE

A. PRIVATE "DWELLING UNITS" SERVICE:

1. During the term of this agreement the Contractor shall, no less frequently than twice weekly, remove from each occupied dwelling unit, excepting those defined as "Commercial Units" herein, within the City all garbage and solid waste, with the following limitations and restrictions:

Garbage and solid waste to be removed at each collection shall be limited to the contents of two (2) containers herein described, and no more than five (5) plastic bags or bundles as herein described (or any combination thereof), together with any container provided by the contractor to any occupied dwelling unit.
2. During the term of this agreement the contractor shall, two (2) times per year (one time in the spring and one time in the fall) remove from each occupied dwelling unit within the City, except those defined as "commercial units" herein, bulky rubbish such as may be appropriately placed for collection and removal by residents.
3. The collection routes and route schedules for regular twice weekly and spring and fall removals shall be as established in (Exhibit 1). "Collection Routes and Schedules" hereto attached, and such routes and schedules shall not be altered or changed except by written permission of the City Manager.

4. Storage of any waste between collections shall be the responsibility of the occupant of the premises, and said occupant shall likewise have the responsibility of making said waste available and accessible, either in alley or at curbside, for collection; with the following requirements and restrictions;
 - a. In containers designed for the purpose of waste containment and constructed of galvanized metal, rubber, fiberglass or non-brittle polypropylene which containers shall have tight fitting lids of the same or like material.
 - b. In containers not exceeding forty (40) gallons or seventy five (75) pounds loaded gross weight and having handles, bails or other appropriate lifting devices and which shall be leak-proof.
 - c. No yard waste (i.e. tree limbs, clippings or grass) will be removed.
 - d. Plastic bags: In tied or sealed plastic bags manufactured for solid waste containment which do not exceed fifty (50) pounds in weight and do not leak.
5. Solid waste containers, bags or bundles not meeting the standards of this section, shall not be required to be collected provided said container(s) is/are tagged with an appropriate tag to be furnished by CONTRACTOR on a form approved by the City Manager, explaining the container's deficiency and identifying a complaint contact person within the contractor's organization.
6. Plastic bags and/or bundles shall not be required to be collected if they do not comply with the provisions of this section, provided they are tagged for deficiency.
7. Deviations: Nothing in this agreement shall be interpreted to prohibit the contractor or any licensed and permitted solid waste service and any occupant or resident from entering into an agreement whereby the contractor shall pickup and remove any waste material that does not comply with the requirements of these provisions with reference to kind of waste or containers; provided only that the consideration to be charged and received for said service shall be fair and reasonable as provided for in Section Five (5).
8. The collection, transportation and disposal of infectious waste in any quantity or significant amounts of hazardous wastes, as may be defined by DNR or EPA, shall not be required nor authorized under the provisions of this contract.
9. The collection of any waste containing fire or embers shall not be required nor authorized under the provisions of this contract.
10. Upon each regular twice weekly collection and semiannual bulk collection the CONTRACTOR shall clean up all spillage caused by his collection or handling and

place it in the collection vehicle.

11. Construction and demolition wastes shall not be covered by the provisions of this agreement.
12. CONTRACTOR shall daily, excepting for non-service days, City holidays, Saturdays and Sundays, contact City Hall to inquire about complaints concerning its service or "missed" householders. Such complaints shall be remedied by the close of the following business day.
13. CONTRACTOR shall establish and maintain within the City, at a location consented to by the City Manager, a collection facility to which city residents may bring separated, recyclable solid waste, of kinds and in the form and description as follows:
 - a. Newspapers flattened, dry and with no strings.
 - b. Used oil under five (5) gallons.
 - c. Aluminum cans.
 - d. Plastic bottles empty, rinsed and with all caps and lids removed.
 - e. Glass bottles empty, rinsed and with all caps and lids removed.

Said recycling station shall be "open" for receipt of described waste no less than eight (8) hours per week.

The contractor shall report on a monthly basis the itemized weight of recyclables received.

B. MUNICIPAL SOLID WASTE:

1. The CONTRACTOR shall collect and remove, without further consideration than the granting of the instant contract and the benefits derived there from, all waste generated by the CITY in its municipal undertakings, regularly on a twice weekly basis (at the times the neighborhood in which the facility is located is "collected") and such additional, non-scheduled times as said service may be requested by the City Manager or a department supervisor of the City, in and from all parks, municipal buildings, police and fire stations, public works buildings and shops and including, but not limited to, those locations in Exhibit 2 hereof and such other facilities as may be added during the term hereof by the CITY. Requested non-scheduled pickups from parks and other municipal facilities shall be effected within ten (10) hours after a request for said service.
2. The waste from such places and buildings shall be placed in containers to be furnished by the CONTRACTOR in such numbers and kinds as shall be reasonably

requested by the CITY at no charge. The initial description and locations of said containers, which are to be furnished by CONTRACTOR without cost, are identified in Exhibit 2 hereto attached.

3. The deletion of material and wastes to be collected from the CITY facilities which are enumerated in Section Five (5) hereof shall apply at the same times and cover the same kinds of waste therein set out, excepting that the CONTRACTOR shall remove and dispose of such enumerated items as shall be left or dropped off in the parks or public places identified in Exhibit Two by third persons. The intent of this subsection is not to require the CONTRACTOR to remove the items and material (after the indicated times) identified in Section Five (5) hereof which are generated or produced by the CITY, its staff or its own services except by separate independent agreement for which the CONTRACTOR will be paid, but to remove and dispose of the items enumerated in Section Five (5) unlawfully left in said public places by persons circumventing the ordinances of the City which relate to waste.

C. **ALL COLLECTED WASTE:**

No solid waste which has been collected from occupied dwelling units or public places by the contractor shall be kept, stored or maintained within the City Limits of the CITY beyond 10:00 P.M. on the day it was collected. All trash collected from Private Dwelling Units and Municipal Solid Waste shall be removed to a licensed landfill or other approved DNR site.

D. **OTHER SERVICES:**

Contractor will also provide per contract year the following at no additional charge:

1. Upon 30 days advance notice from the CITY, twenty (20) thirty (30) yard roll off boxes and two (2) forty (40) yard roll off boxes at the CITY Compost area. Said use shall be for Sikeston residents only. All white goods shall be placed in the forty (40) yard boxes and all other household items shall be placed in the thirty (30) yard containers.
2. The area, when open, shall be manned by CITY employees. Items must be placed in the containers and all containers must be level.
3. The items may include, but are limited to, washers, dryers, microwaves, refrigerators, hot water heaters, commodes and household furniture. Any refrigerator must have the compressor removed.
4. Specifically excluded are hazardous waste, yard waste, construction or demolition waste and tires. Also excluded are commercial entities of any type as the above applies to residential households.

SECTION FOUR:

GENERAL EXCEPTIONS TO SCOPE OF SERVICE

The contractor's scope of service to private occupied dwelling units shall specifically exclude collections and removal of any waste not generated within or upon the premises of the occupied dwelling unit and shall specifically exclude construction and demolition waste, infectious waste, significant amounts of hazardous waste, demolition waste and any burning or smoldering waste.

SECTION FIVE: APPROVAL OF INDEPENDENT CONTRACTING SERVICES

Upon request and by mutual agreement with individual occupant(s) and for reasonable additional fee(s), the CONTRACTOR shall provide additional, specialized or custom collection services for aged, handicapped or infirm occupants, provided;

1. Any such additional service or fee, including billing and collection, shall be exclusively between CONTRACTOR and occupant; and
2. Said service and fee(s) are non-discriminatory between classes of occupants; and
3. Said service and fee(s) are approved by the CITY and a current service/fee schedule is provided to the CITY. CITY approval of the provisions of this section shall be restricted to the reasonableness of the proposed fee for the type of service requested or offered.

SECTION SIX: UNDERTAKINGS AND COVENANTS OF CONTRACTOR

- A. To provide all facilities, equipment, personnel and supervision as may be required to satisfactorily accomplish the provisions of this agreement, including:
 1. Maintaining all collection equipment vehicles in a safe, clean and sanitary condition, and
 2. Said vehicles and equipment shall be so constructed, maintained and operated as to prevent spillage of solid waste there from, and
 3. Said vehicles and equipment shall be constructed with liquid-tight and water-tight bodies and covers which shall be an integral part of the vehicle.
 4. Said covers only may be a separate cover of suitable material with fasteners designed and used to secure the top and sides of the vehicle bed and capable of preventing spillage or load loss from normal operational procedures.
- B. Pay all expenses incidental to the performance of the obligations and provisions of this agreement, including but not limited to, employee payroll and benefits, equipment purchase,

equipment maintenance and operation, bond(s), insurance(s), license(s), taxes, tipping or other disposal fee(s) and surcharge(s); including the charges, if any, for governmental permits and licenses.

- C. Be licensed to conduct business within the CITY.

SECTION SEVEN: BONDING & INSURANCE

During the term of this contract, the CONTRACTOR, at his own expense shall obtain and maintain good and sufficient performance bond(s) and general liability insurance, from reputable surety and insurance company(ies) duly licensed to conduct business within the State of Missouri, which companies shall be acceptable to the City; said acceptance not being unreasonably withheld. Current certified copies of all such bond(s) and insurance policies as required herein shall be delivered to the office of the City Clerk no later than fifteen (15) days prior to the effective date of this contract or renewal thereof and current updated certificates shall thereafter be furnished to said officer throughout the term of this agreement.

- A. Bond(s) and insurance provided for herein shall contain a stipulation that notice of intent to reduce, modify or cancel any such bond(s) or insurance must be received by the CITY at least ninety (90) days prior to the effective date of such action, said notice requirements shall be deemed fulfilled upon personal service and acknowledgment or upon receipt by certified mail. The ninety (90) day notice shall be deemed to commence from the date of receipt, by the CITY.
- B. Performance and indemnity bond(s) shall name the CITY as a beneficiary or payee and shall:
1. Contain specific and satisfactory provisions as may be determined by the CITY, for the calling and forfeiture of said bonds by the CITY for non-performance or unsatisfactory performance of the provisions of this contract, including but not necessarily limited to:
 - a. Frequent or routine failure to provide the service(s) as herein agreed, for any reason, excepting impossibility and performance.
 - b. Failure or refusal to comply with Federal, State or Local laws, rules or regulations or the provisions of this agreement.
 2. Be in an amount equal to twenty percent (20%) of the estimated value of each year's contract price but shall not exceed one hundred thousand dollars (\$100,000.00) whichever is less. The performance bond forfeiture hereby provided is acknowledged to be liquidated damages, actual damages being incapable of assessment.
 3. In the event of a breach of this contract, or duties or covenants hereby imposes and

undertaken on the part of the CONTRACTOR, the CITY shall give the CONTRACTOR written notice thereof as provided for in Paragraph 7 of Section Ten (10) hereof; and if such breach, default or non-performance is not remedied within five (5) days of said notice, the CITY may declare this contract canceled and make demand on the performance bonding company and immediately contract with another contractor to provide the services which are the subject hereof.

- C. All insurance policies herein provided for shall name the CITY as co-insured except as otherwise may be specified and shall:
1. Provide coverage's for "Premises and Operation Liability" or "Combined Single Limits Business Liability" with the following minimum limits of coverage:
 - a. Premises and Operations Liability of two million dollars (\$2,000,000.00) bodily injury per person; two million dollars (\$2,000,000.00) multiple injury or aggregate; two million dollars (\$2,000,000.00) property damage; or
 - b. Combined Single Limits Business Liability with the same general items of protection and two million dollar (\$2,000,000.00) coverage.
 2. Provide coverage for "Motor Vehicles" and equipment operated over public ways with minimum limits of two million dollars (\$2,000,000.00) bodily injury per person; two million dollars (\$2,000,000.00) multiple injury or aggregate; two million dollars (\$2,000,000.00) property damage.
 3. Provide such workers' compensation and unemployment compensation as may be required by Missouri Law, said insurance need not include the CITY as co-insured unless and except workers' compensation when and in the event CITY employees may provide or accomplish work for the CONTRACTOR, under the provisions of this contract.
 4. Fully indemnify and save the CITY harmless from any and all loss, claim, judgment, cost or expense (including attorney's fees and expenses of defending suits or claims) made by the CONTRACTOR, the CONTRACTOR'S employees or agents or third persons asserting any claim growing out of or allegedly growing out of the CONTRACTOR'S performance of the duties imposed upon it by this agreement or the contractual relationship existing between the parties.

SECTION EIGHT: PAYMENT FOR SERVICES

- A. The CONTRACTOR shall receive throughout the term of this agreement as its sole payment for the services and duties herein enumerated (both private occupied dwelling units and municipal) the payment provided for in (Exhibit 3) hereto (as said charge shall be altered or amended from time to time to reflect any agreed to surcharge attached and made a part of this agreement), per occupied dwelling unit per month; which said sum is hereinafter referred to

as the "Contractor's Household Waste Charge". The CITY has contracted with the Board of Municipal Utilities of the City of Sikeston (B.M.U.) to bill and charge the "City Waste Service Charge" as said charge shall be altered or amended from time to time, to each occupied dwelling unit within the CITY on a monthly basis, a fee for solid waste service which shall include the "Contractor's Household Waste Charge" and the City's expenses and charges arising from solid waste service. As collections of solid waste charges collected by the B.M.U. are remitted to the CITY, the CITY shall, within ten (10) days of receipt of same, pay to the CONTRACTOR a portion of said collections which shall be calculated as follows: the total amount received by the CITY shall be multiplied by a fraction the numerator of which shall be the Contractor's Household Waste Charge (Exhibit 3) and the denominator of which shall be the City Waste Service Charge (Exhibit 3).

- B. Notwithstanding any contained in the Contract, it is agreed by and between CITY and CONTRACTOR that if, on the third Tuesday of any calendar month, the Weekly Retail On-Highway Diesel Prices for the Midwest Region, as published for said date or the nearest business day on which said prices are published by the Energy Information Administration of the U.S. Department of Energy, shall be equal or greater than Three Dollars and Fifty Cents (\$3.50) per gallon, the Residential User Fee for services provided by CONTRACTOR during the calendar month which includes the date for which such fuel cost was published, shall be determined in accordance with Exhibit 5 attached hereto and incorporated herein by reference.

SECTION NINE: GENERAL CONDITIONS

- A. The CONTRACTOR shall remain a corporation in "good standing" in the office of the Secretary of State of the State of Missouri throughout the term of this agreement and shall suffer no forfeiture of its charter for any reason.
- B. The CONTRACTOR shall make regular collections on all days and legal holidays not falling on Sunday excepting those specified on Exhibit 4. The units not collected on the aforesaid holidays when it is on a regular collection day shall be collected the next regularly scheduled collection day.
- C. In the event that the CONTRACTOR shall fail or refuse to perform his duties and obligations, or shall become insolvent or shall become the debtor in a proceeding in bankruptcy (including any proceeding under Chapter 10 or Chapter 11 of the Bankruptcy Act) and said proceeding not be dismissed within fifteen days of the filing of same, or shall become the subject of any proceeding for the appointment of a receiver, or in the event of any assignment by CONTRACTOR for the benefit of its creditors, or the taking of its trucks, equipment, vehicles or other facilities used in connection with the performance of work under any execution against CONTRACTOR, in such events, CITY may at its option upon five days' written notice declare the CONTRACTOR to be in breach of his agreement and the CITY may terminate the agreement and declare same canceled and terminated and shall, in addition, be entitled to recover damages and take such other actions and seek such other

remedies as may be permitted by law.

- D. This contract shall not be assignable or transferable by CONTRACTOR, nor shall any services be performed by a subcontractor for CONTRACTOR without the consent in writing of the CITY. In the event that the ownership of more than 25% of the corporate voting stock of the CONTRACTOR, if a corporation, shall be transferred or assigned during the term of this contract, such transfer or assignment may, at the CITY'S option be declared the equivalent of an assignment and a breach of this agreement entitling the CITY to terminate same and to damages under the CONTRACTOR's performance bond.
- E. In the event that the landfilling charge or "tippage fee" or any State or County mandated or charged tipping fee (into landfills) increases over that which CONTRACTOR is obligated to pay as of the date hereof the parties agree that the per dwelling unit monthly service charge shall be increased, pro rata, so as to reflect said increase. The parties shall confer and agree upon the dwelling unit increase in cost indicated by any such increase.
- F. In the event that the CONTRACTOR, in order to provide the services which are the subject hereof, must pay State or Federal license or permit fees which are greater than those presently in effect or presently provided for, or by reason of changes in the solid waste or landfill regulations of the State of Missouri, is required to have greater expense in the discharge of its duties hereunder the surcharge shall be subject to re-negotiation between the parties to include any such increase attributed to this contract.
- G. As new dwelling units are added or developed within the City Limits the CONTRACTOR shall provide the service under Section 3 hereof to said units.
- H. Notices required by the terms hereof to be given to a party shall be in writing and shall be either delivered to the person hereinafter named or described or delivered to the United States mails, postage pre-paid and certified for delivery to the person hereinafter named or described, to wit:

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

Contractor:



IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

CITY:

CONTRACTOR:

By:

[Redacted Signature]

[Redacted Signature]

ATTEST:

By:

[Redacted Signature]

EXHIBIT 1

COLLECTION ROUTES & SCHEDULES

(SEE ATTACHED MAP)

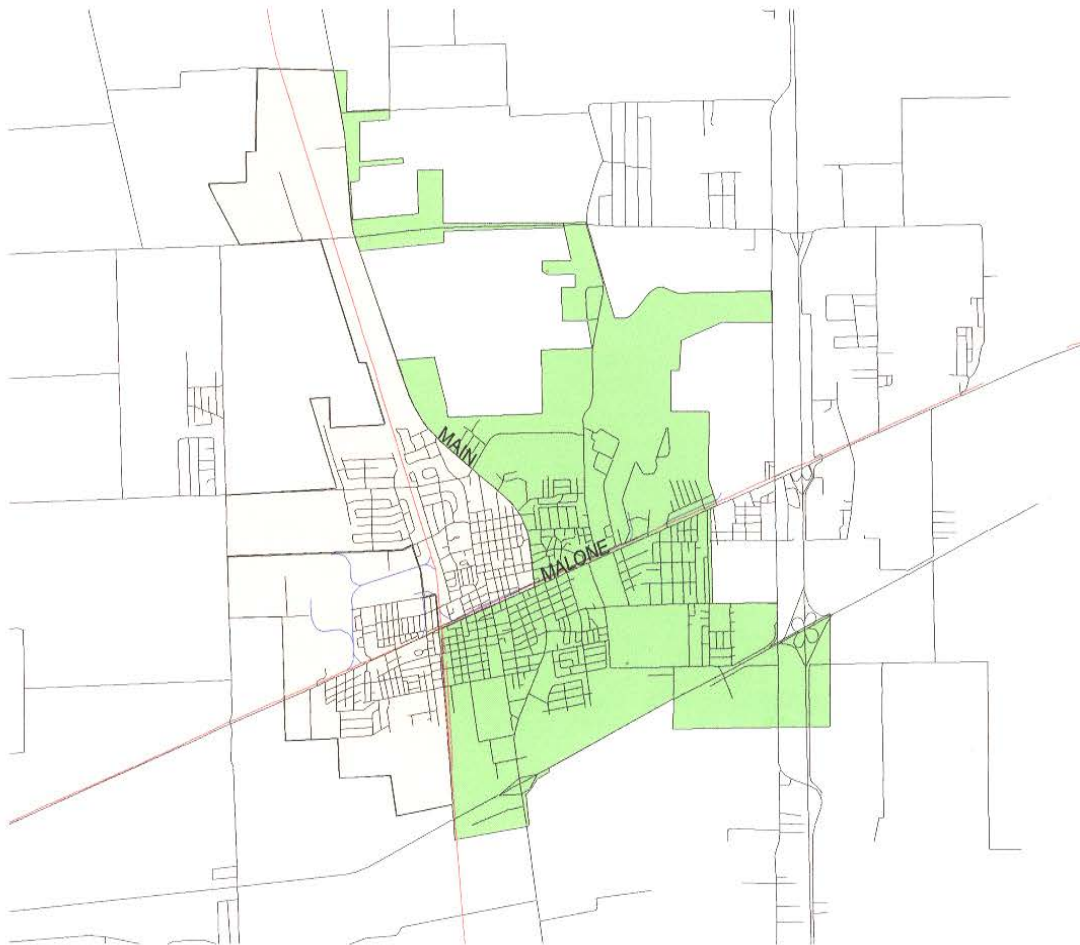
Monday & Thursday Collection

- Everything East of N. Main to Malone
Malone to BN RR then South to City Limits

Tuesday & Friday Collection

- Everything West of N. Main to Malone
Malone to BN RR then North to City Limits

Collection and Schedule



 Streets

 Tuesday and Friday

 Monday and Thursday

Railroad

 Missouri Pacific Railroad

 St Louis-San Francisco Railway



EXHIBIT 2

MUNICIPAL SERVICE

Listing & Location of Collection Facilities

To Be Furnished

<u>LOCATION</u>	<u>NUMBER OF CONTAINERS</u>	<u>CONTAINER SIZE</u>
Dudley Park	1	2 yard
Recreation Complex	5	2 yard
Roberta Rowe	1	2 yard
Clayton Park	1	2 yard
R.S. Matthews Park	1	2 yard
Central Park	1	2 yard
Clinton Building	1	2 yard
VFW Field	1	2 yard
Rotary Park	1	2 yard
Library*	2	40 gallon
Downtown Area*	8	40 gallon
Tanner Street Gym	1	2 yard
Public Safety	1	2 yard
City Municipal Building	1	2 yard
City Garage	1	4 yard
Animal Shelter	1	2 yard
Utility Warehouse	2	2 yard
Utility Office	1	2 yard
N. West St. Fire Station	1	2 yard
North Main Fire Station	1	2 yard
Ables Road Fire Station	1	2 yard
Airport Terminal	1	2 yard
Sewage Treatment Plant	1	2 yard
Power Plant	2	2 yard

* Cans furnished by owner

EXHIBIT 3

HOUSEHOLD WASTE CHARGE

CONTRACTOR'S HOUSEHOLD WASTE CHARGE

\$[REDACTED] per month, per occupied dwelling unit.

CITY WASTE SERVICE CHARGE

The City shall cause each occupied dwelling unit to be charged the sum of \$[REDACTED] per month.

AGREED UPON HOUSEHOLD WASTE CHARGE

The Subtotal per occupied dwelling unit will be \$[REDACTED] per month.

EXHIBIT 4

DAYS EXCUSED FROM SOLID WASTE SERVICE

1. New Years Day
2. Memorial Day
3. Fourth of July
4. Labor Day
5. Thanksgiving Day
6. Christmas Day

Bidder's signature MUST appear on this form. Signature of bidder indicated he/she understands and will comply with the terms and conditions set forth within the Invitation for Bid.

CITY OF SIKESTON
Non-Kickback and Non-Collusion Affidavit

I, being of lawful age and a duly authorized agent for _____, regarding the attached bid, proposal, or contract with the City of Sikeston, Missouri for _____, do hereby swear/affirm that this affidavit is true and correct.

Furthermore, I swear/affirm that neither I, nor the firm, company or corporation, or any other employer for whom I am an authorized agent in this matter, has been a party to any collusion, among bidders or other competitors in restraint of freedom of competition by causing or contributing to cause anyone to refrain from bidding, or by being a party to any agreement or understanding among or between any persons, firms, or corporations to bid at a fixed or determinable price.

Furthermore, I swear/affirm that neither I, nor the firm, company or corporation, or any other employer for whom I am an authorized agent have been a party to any collusion with any city official or employee of the City of Sikeston as to quantity, quality, or price in this prospective bid, contract or proposal; or any other terms of said undertaking; nor have I or we been a party to any discussion between other competitors and any official of the City of Sikeston concerning the exchange of money or other things of value for special consideration in the letting of this bid, proposal or contract.

I do hereby swear/affirm that the work, contractual undertaking, services or materials as described by this invoice or other billing claim has been delivered, completed, or supplied in accordance with the specifications, orders, bids, requests, or contract furnished and executed by the City of Sikeston, Missouri for the above mentioned bid. Furthermore, no consideration, either directly or indirectly, has or will be made to any elected official, officer or employee of the City of Sikeston or any other person, firm or corporation to obtain payment of the claim or to procure the contract or purchase order pursuant to which this claim is made.

Bidder's Signature

Please type or print name and address of bidder.

Phone Number _____

STATE OF _____)
)SS
COUNTY OF _____)

On this ____ day of _____, 20__, before me personally appeared _____, to me known to be the person(s) described in and who executed the forgoing instrument and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in _____ County, _____, the day and year first above written.

Signature

Notary Public

My Commission expires: _____

Council Letter

Date of Meeting: 17-03-06

Originating Department: Public Works Department

To the Mayor and City Council:

Subject: Award of Fixed Term Cash Farm Lease, Bid #17-15

Attachments:

1. Bid #17-15
2. Farm Service Agency Farm 1868 Aerial Map
3. Summary of Bids

Action Options:

1. Award the execution of a 3-year farm lease
2. Other action Council may deem appropriate

Background:

Staff released a request for proposal for a 3-year, fixed term cash farm lease of 103.61 acres located adjacent to the Sikeston Municipal Memorial Airport. Proposals were accepted through 10 AM, March 3.

Staff is seeking Council award of this farm lease for the term of March 1, 2017 through December 31, 2019. Half the rent shall be paid on or before April 1 and the remainder paid prior to December 1 of each year.

The farm lies at the north end of the runway and along Saint John's Ditch to the north of Fox Haven Golf Course. It has three (3) primary parcels of land that encompass approximately 80 acres that could be farmed with potential yields. Soybeans will likely be the crop of choice.

Summary

I recommend Council award farm lease to high bidder **Blake Wade, dba T & B Wade Farms.**

City of Sikeston Farm Bid Summary

Bid #17-15

103.61 acres of farm land located at Sikeston Memorial Municipal Airport

<u>Bidder</u>	<u>Annual Rent Payment</u>
1.) Blake Wade dba T & B Wade Farms	\$4144.40
2.) John Robert Bledsoe III	\$2525.00
3.) Pete Wimberley dba Wimberly Farms	1/3 Crop Share

CROPLAND FOR RENT

The City of Sikeston will accept cash rent bid proposals to farm certain tracts of land located at the Sikeston Memorial Municipal Airport of approximately 103.61 acres. Proposals will be accepted at City Hall, 105 East Center Street, until 10:00 a.m. on March 3, 2017. For additional information and proposal forms, contact Lee Dunn, Airport Manager, 160 Airport Drive, Sikeston, MO 63801, Phone 573.471.2037 between 8:00 a.m. and 5:00 p.m., Monday through Friday. Visit The City's website www.sikeston.org for a link to the bid packet or pick up at City Hall or the airport. The City of Sikeston reserves the right to accept or reject any and all bids or any part thereof.

SPECIAL TERMS OF LEASE

1. Lease term is 3 years.
2. Acreage per plot is believed to be accurate but number of cropland acres is **not** guaranteed.
3. Any wells or other irrigation equipment is “as is” with no representation or warranty whatsoever. Additionally, any needed repairs are the expense of the tenant.
4. Tenant must maintain a liability insurance policy naming the Landlord as an additional insured with a \$1,000,000.00 limit per occurrence and \$2,000,000.00 aggregate limit.
5. Successful bidder will execute a written lease with the above terms and any other term or condition as deemed necessary by Landlord’s counsel and in substantially the same form as the attached lease.

FIXED TERM CASH FARM LEASE

This Lease, entered into between The City of Sikeston ("Lessor"), and
_____, ("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 farm land situated in Scott County, Missouri:

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

2. The term of this lease shall commence on the 1st day of March, 2017 and extend through the 31st day of December, 2019. Provided, however, that the Lessee may cancel this lease for either years 2018 or 2019 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 \$_____ of which one-half or \$_____ is payable on or before April 1st of each year and the balance or \$_____ is payable on or before November 1st 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 is 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. In the crop year 2019, the Lessee shall not plant any crops which would normally require harvesting after December 31, 2019.

8. 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 limit per occurrence and two million dollar aggregate.

9. Lessee shall not burn any crop residue.

10. Lessee agrees to operate and maintain the farm in a good and farmer-like manner.

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. 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 contained 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.

13. 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.

14. 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 any 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 the amount that shall be ascertained and fixed by the Court, provided Lessor procures judgment in any such action.

15. 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,

Bid 17-15

MO 63801, or to Lessee at _____, or to such other address as either may from time to time file in writing with the other.

16. 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 representatives 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: _____
STEVEN BURCH, Mayor

"LESSOR"

"LESSEE"

EXHIBIT "A"

SIKESTON AIRPORT - FARM ACREAGE

PLOT 1- 27.76 +/- ACRES

PLOT 2- 6.39 +/- ACRES

PLOT 3- 45.23 +/- ACRES

PLOT 4- 13.47 +/- ACRES

PLOT 6- 10.76 +/- ACRES

TOTAL 103.61 ACRES

Bidder's signature MUST appear on this form. Signature of bidder indicated he/she understands and will comply with the terms and conditions set forth within the Invitation for Bid.

Non-Kickback and Non-Collusion Affidavit

I, being of lawful age and a duly authorized agent for _____, regarding the attached bid, proposal, or contract with the City of Sikeston, Missouri for alcohol and substance abuse testing and training services, do hereby swear/affirm that this affidavit is true and correct.

Furthermore, I swear/affirm that neither I, nor the firm, company or corporation, or any other employer for whom I am an authorized agent in this matter, has been a party to any collusion, among bidders or other competitors in restraint of freedom of competition by causing or contributing to cause anyone to refrain from bidding, or by being a party to any agreement or understanding among or between any persons, firms, or corporations to bid at a fixed or determinable price.

Furthermore, I swear/affirm that neither I, nor the firm, company or corporation, or any other employer for whom I am an authorized agent have been a party to any collusion with any city official or employee of the City of Sikeston as to quantity, quality, or price in this prospective bid, contract or proposal; or any other terms of said undertaking; nor have I or we been a party to any discussion between other competitors and any official of the City of Sikeston concerning the exchange of money or other things of value for special consideration in the letting of this bid, proposal or contract.

I do hereby swear/affirm that the work, contractual undertaking, services or materials as described by this invoice or other billing claim has been delivered, completed, or supplied in accordance with the specifications, orders, bids, requests, or contract furnished and executed by the City of Sikeston, Missouri for the above mentioned bid. Furthermore, no consideration, either directly or indirectly, has or will be made to any elected official, officer or employee of the City of Sikeston or any other person, firm or corporation to obtain payment of the claim or to procure the contract or purchase order pursuant to which this claim is made.

Bidder's Signature

STATE OF _____)
) SS
COUNTY OF _____)

On this ____ day of _____, 2017, before me personally appeared _____, to me known to be the person(s) described in and who executed the forgoing instrument and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in _____ County, _____, the day and year first above written.

Signature, Notary Public

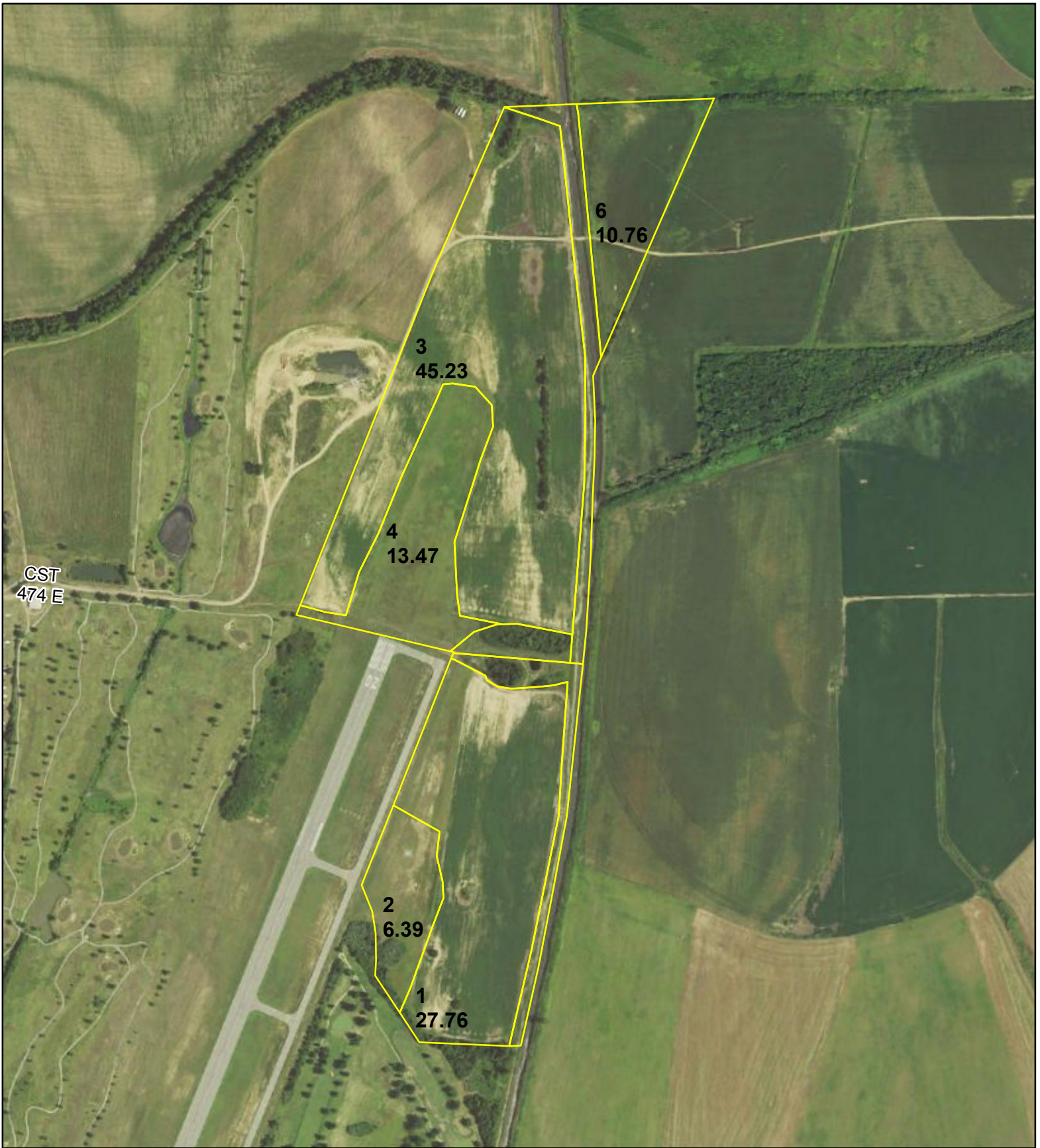
My Commission expires: _____

GENERAL RULES AND CONDITIONS

- I. Proposals submitted in response to this request must carry the signature of the vendor. By signing, the bidder acknowledges his full knowledge of, and agreement with the general specifications, conditions and requirements of this request for proposal.
- II Any act or acts of misrepresentation, collusion or offers of kickback by a vendor will be a basis for disqualification of any proposal submitted. In the event the City enters into an agreement or contract with a vendor who is found to have misrepresented material facts, participated in collusion or offerings of kickbacks, and such conduct is discovered after the execution of an agreement or contract, the City may cancel the agreement or contract without incurring liability, penalty or damages.
- III All inquiries, whether written or oral, shall be submitted within the time limitations specified in the request for proposal. All information provided by the City shall be by Request for Quotation and written addenda thereto, which shall be subscribed by the Department Head or his designee, who shall issue the request for proposal. No other information, provided by others, shall be anything more than informal information and shall not be binding upon the City, nor shall it furnish a basis for legal action by any vendor or prospective vendor against the City.
- IV Proposals received later than the time and date specified in the request, as the bid opening will not be considered. Amendments to, or withdrawals of proposals received later than the time and date specified as the bid opening will not be operative.
- V The City of Sikeston reserves the right to accept or reject any and all proposals, as deemed, in its sole discretion, to be in the best interest of the City. The City reserves the right to reject any proposal if the vendor is delinquent in the payment of any taxes, fees or licenses owed to the City. In the event a vendor is delinquent in any payment to the City, the City may offset the delinquent amount due against sums owed the vendor.
- VI The City of Sikeston may make such investigation as deemed necessary to determine the ability of the vendor to discharge the agreement or contract. The vendor shall furnish the City with all such information and data as may be required for that purpose. The City reserves the right to reject any bid if the vendor fails to satisfactorily convince the City that he is properly qualified to carry

out the obligations of the agreement or contract, and to satisfactorily complete the work called for herein.

- VII When determining the successful vendor, the City reserves the right to apply up to a five percent (5%) local vendor preference for goods and services provided by vendors located within the City Limits of Sikeston.
- VIII The City of Sikeston is exempt from all federal and state excise, sales and use taxes.
- IX The successful vendor must have a current City of Sikeston Business License.
- X The successful vendor must provide proof the contractor carries worker's compensation and unemployment compensation insurance, as may be required by Missouri Law, and said insurance need not include the City.
- XI The successful vendor shall fully indemnify and save the City harmless from any and all loss, claim, judgment, cost or expense (including attorney's fees and expenses of defending suits or claims) made by the Contractor, the Contractor's employees or agents or their persons asserting any claim growing out of or alleged against the Contractor's performance of the duties imposed upon it by this agreement or the contractual relationship existing between the parties.
- XII The City may withhold acceptance of, or reject any merchandise or services, which, upon examination, is found not to meet the specifications' requirements. When merchandise is rejected, it shall be removed by the contractor/vendor within ten (10) days after notification of rejection.
- XIII Delivery of all goods or services must comply with all applicable laws of the Federal Government and the State of Missouri.
- XIV Proposals must be submitted in writing, and include executed non-kickback and non-collusion agreements on the forms provided with this request for proposal.



Created: 10/20/2015

Wetland Determination Identifiers

- Restricted Use
- ▼ Limited Restrictions
- Exempt from Conservation Compliance Provisions

Disclaimer: Wetland identifiers do not represent the size, shape or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact wetland boundaries and determinations, or contact NRCS.

Scott County FSA
6458 State Hwy 77
Benton, MO 63736
Phone: (573)545-3593
Fax: (855) 824-0780
email: mobenton-fsa@one.usda.gov

1:7,920

All Measurements are
For FSA Programs Only



clu
crp

Farm 1868
Tract 5072



Created: 10/20/2015

Wetland Determination Identifiers

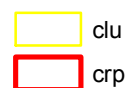
- Restricted Use
- ▼ Limited Restrictions
- Exempt from Conservation Compliance Provisions

Disclaimer: Wetland identifiers do not represent the size, shape or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact wetland boundaries and determinations, or contact NRCS.

Scott County FSA
6458 State Hwy 77
Benton, MO 63736
Phone: (573)545-3593
Fax: (855) 824-0780
email: mobenton-fsa@one.usda.gov

1:7,920

All Measurements are
For FSA Programs Only



Farm 1868
Tract 5073

Council Letter

Date of Meeting: 17-03-16

Originating Department: Department of Public Safety

To the Mayor and City Council:

Subject:

Authorization to proceed with repairing the roof of Fire Station 3

Action Options:

1. Authorization to proceed with repairs to the roof of Fire Station 3
2. Other action as recommended by the City Council

Background:

On the evening of February 28, 2017 and the early morning of March 1, 2017, severe weather came through our area. Shortly before 5:00 a.m., strong straight line winds damaged the roof of Fire Station 3. We have contacted our insurance company and they will pay \$28,000 to repair the roof.

DPS staff is obtaining quotes for emergency repair of the roof, which will be presented to the City Council at the March 16 meeting.

Council Letter

Date of Meeting: 17-03-16

Originating Department: Department of Public Safety

To the Mayor and City Council:

Subject:

Award Bid #17-17, Self-Contained Breathing Apparatus

Attachments:

1. Memo – Bid Tabulation Results

Action Options:

1. Award Bid #17-17 Self-Contained Breathing Apparatus Award
2. Other action Council may deem appropriate.

Background:

The City of Sikeston was approved for a FEMA Assistance to Firefighter Grant (AFG) for an amount of \$355,819.00. The grant pays 95% of the cost (\$338,876) and requires the City of Sikeston to pay 5% match (\$16,943). The base prices with accessories came to a total of \$355,788.86. This is \$30.14 less than the Grant maximum of \$355.819.00.

After reviewing all the products available and recommendations were made by our committee, it was determined that Sentinel Emergency Solutions offered the best product for the best price. Based on these recommendations we would like to ask the City Council to award the bid to Sentinel Emergency Solutions for \$355,788.86.

Memo

To: Director Mike Williams A-14
From: Captain Rick Rapert
Date: March 2, 2017
Re: SCBA Bid 17-17

Sir,

The City of Sikeston solicited bids for Self-Contained Breathing Apparatus to replace outdated equipment. The bid request was for 43 complete packs that includes a mask and 4500 psi, 45 minute SCBA bottle, 43 spare bottles and 28 additional masks, (total of 71 masks). This will meet the current and future NFPA standards. This allows for all officers to have their own personal SCBA mask which is fit tested to the individual officer. The bid packets (Bid number 17-17) were made available to any SCBA vendor that was interested in submitting a bid. Four different companies submitted bid packets prior to the deadline of Wednesday, March 1, 2017 at 14:00. The following vendors submitted bids:

Leo M. Ellebracht Company (Scott Safety SCBA)
1000 Corporate Pkwy. Ste. 101
Wentzville, MO. 63385

Paul Conway Shields (Interspiro SCBA)
14100 West Cleveland Ave.
New Berlin, WI. 53151

Sentinel Emergency Solutions LLC. (MSA SCBA)
23 Grandview Park Dr.
Arnold, MO. 63010

Banner Fire Equipment (Avon SCBA)
4601 Hedge Road
Roxana, IL. 62084

A Bid committee opened the bids according to procedures established by the City of Sikeston. The bid opening was held in the C.D. Matthews room at City Hall, located at 105 E. Center St. Sikeston, MO.

All vendors were instructed to submit base prices on the items and numbers listed above, plus prices on any and all accessories affiliated with their respective product. This also included a request for a list of basic repairs parts to be kept on hand by DPS certified maintenance technicians. All four vendors submitted bid packets with the basic pricing as follows:

Leo M. Ellebracht Company (Scott Safety SCBA)
\$274,918.00

Paul Conway Shields (Interspiro SCBA)
\$292,325.00

Sentinel Emergency Solutions LLC. (MSA SCBA)
\$287,996.00

Banner Fire Equipment (Avon SCBA)
\$321,444.85

A review committee assembled at DPS headquarters to compare the base pricing and accessories on the items the committee deemed necessary. This was based on test and evaluations conducted by the committee members over the last several months. Accessories that were recommended by the committee included APR adapters, RIT packs, Bluetooth communications, posi-check airflow tester and software, adapters for compressor filling stations, spare parts inventory, and thermal imagers incorporated into the SCBA system, battery chargers and rechargeable batteries and telemetry systems. After reviewing all the products available and recommendations were made by the committee, it was determined that Sentinel Emergency Solutions offered the best product for the best price.

The City of Sikeston was approved for a FEMA Assistance to Firefighter Grant (AFG) for an amount of \$355,819.00. The grant pays 95% of the cost (\$338,876) and requires the City of Sikeston to pay 5% match (\$16,943). The base prices with accessories came to a total of \$355,788.86. This is \$30.14 less than the Grant maximum of \$355.819.00.

Recommendation: It is recommended that the City of Sikeston accept the bid offer from Sentinel Emergency Solutions for \$355,788.86.

Respectfully submitted,

Capt. Rick Rapert
Fire Division Commander

Council Letter

Council Letter: 17-03-16

Originating Department: Department of Governmental Services

To the Mayor and City Council:

Subject: Interim Appointment to DED Executive Board

Attachments:
None

Action Options:

1. Nomination and election of Council representative to serve on the DED Board; or
2. Other action as may be deemed appropriate.

Background:

With the passing of Councilman Depro a vacancy was created on the DED Executive Board. Staff requests the appointment of a Council member to serve the remainder of Mr. Depro's term. Mayor Burch and Mayor Pro Tem Gilmore also serve on this board.

New appointments to the DED Executive Board will be made during Council's April 2017 reorganization meeting.

Council Letter

Council Letter: 17-03-16

Originating Department: Governmental Services

Subject: First Reading Bill 6050 Re-adoption of Fair Housing Policy

To the Mayor and City Council:

Attachments:

1. Bill 6050

Action Options:

1. Conduct first reading of Bill 6050
2. Other actions as Council may deem appropriate

Background:

Bill 6050 calling for the re-adoption of the City's Fair Housing Policy is being submitted for first reading. Annual re-adoption of this policy is required to maintain compliance with State CDBG funding requirements. Bill 6050 defines discriminatory practices and establishes a Fair Housing Committee to hear violations of municipal Fair Housing Complaints and eliminate alleged discriminatory practice by conference and conciliation. (The Housing Authority Board of Commissioners serves as the Fair Housing Committee.)

Council action on the Bill has been scheduled for March 27, 2017.

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6050, PROVIDING "FAIR HOUSING" FOR THE CITY OF SIKESTON, MISSOURI, DEFINING DISCRIMINATORY HOUSING PRACTICES, AND CREATING A FAIR HOUSING COMMITTEE.

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

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

SECTION II: Declaration of Policy: The City Council of the City of Sikeston hereby declares it to be the public policy of the City to eliminate discrimination and safeguard the right of any person to sell, purchase, lease, rent or obtain real property without regard to race, sex, color, national origin, ancestry, religion, religious affiliation, handicap and without regard to whether a family has children. This ordinance shall be deemed an exercise of the police powers of the City of Sikeston, Missouri, for the protection of the public welfare, prosperity, health and peace of the people of Sikeston.

SECTION III. Definitions. For the purpose of this ordinance, the following terms, phrases, words and their derivations shall have the meaning given herein unless the context otherwise indicates.

- A. Person shall include any individual, firm, partnership or corporation.
- B. Aggrieved Person shall include any person who is attempting to provide housing for himself and/or his family in the City of Sikeston, Missouri.
- C. Discriminate shall mean distinctions in treatment because of race, sex, color, religion, handicap, familial status or national origin of any person.

SECTION IV. Discriminatory Practices. It shall be a discriminatory practice and a violation of this ordinance for any person to:

- A. Refuse to sell or rent after the making of a bona fide offer, or to refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny, a dwelling to any person because of race, sex, color, religion, religious affiliation, handicap, familial status, or national origin of any person.
- B. Discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of race, sex, color, religion, religious affiliation, handicap, familial status, or national origin.
- C. Make, print, or publish, or cause to be made, printed or published any notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on race, sex, color, religion, religious affiliation, handicap, familial status, or national origin, or an intention to make any such preference, limitation, or discrimination.
- D. Represent to any person because of race, sex, color, religion, religious affiliation, handicap, familial status, or national origin that any dwelling is not available for inspection, sale or rental when such dwelling is in fact so available.
- E. For profit, to induce or attempt to induce any person to sell or rent any dwelling by representations regarding the entry or prospective entry into the neighborhood of a person or persons of a particular race, sex, color, religion, religious affiliation, handicap, familial status, or national origin.

- F. Bars discrimination in the sale or rental of housing on the basis of a handicap, and requires the design and construction of new multi-family dwelling with four (4) or more units to meet certain adaptability and accessibility requirements.
- G. Bars discrimination in the sale or rental of housing because a family has children, but exempts certain types of buildings that house older persons, e.g. Section 202 housing.

SECTION V: Discrimination in the Financing of a House. It shall be unlawful for any bank, building and loan association, insurance company or other corporation, association, firm or enterprise whose business consists in whole or in part in the making of commercial real estate loans, to deny a loan to a person applying therefore for the purpose of purchasing, constructing, repairing, or maintaining a dwelling, or discriminate against any person in the fixing of the amount or conditions of such loan, because of the race, sex, color, religion, religious affiliation, handicap, familial status, or national origin of such person or of any person associated with him in connection with such financing.

SECTION VI. Exemptions. The provisions of this ordinance and particularly Section IV hereof, shall not apply to the following:

- A. The sale or rental of a dwelling unit in a building, which contains housing accommodations with no more than four (4) families living independently of each other, if the owner resides in one of the units.
- B. Housing need not be made available to a person who is a direct threat to the health or safety of others or who currently uses illegal drugs.
- C. Religious organizations and private clubs may limit the sale, rental or occupancy of housing owned or operated for other than a commercial purpose, to their members.
- D. Any single family house sold or rented by an owner provided that such house is sold or rented:
 - 1. without the use of sales or rental facilities or services of real estate brokers, agents, salesmen, or persons in the business of selling or renting dwelling, and
 - 2. without the publication, posting or mailing of any advertisement in violation of Section 3c of this ordinance.

provided however, that:

- 1. nothing in this provision shall prohibit the use of attorneys, escrow agents, abstractors, title companies, and other such professional assistance as necessary to perfect or transfer the title, and
 - 2. that any such private individual owner does not own any interest in, nor is there owned or reserved on his behalf, under any express or voluntary agreement, title to or any right to all or a portion of the process, from the sale or rental of more than three such single family houses at any one time.
- E. For the purposes of subsection e, a person shall be in the business of selling or renting dwelling if:
 - 1. he has, within the preceding twelve months, participated as a principal in three or more transactions involving the sale or rental of any dwelling or any interest therein, or
 - 2. he has, within the preceding twelve months, participated as an agent, other than in the sale of his own personal residents in providing sales or rental facilities or sales or rental services in two or more transactions involving the sale or rental of any dwelling or any interest therein, or
 - 3. he is the owner of any dwelling designed or intended for occupancy, by or occupied by five or more families.

SECTION VII. Administration:

- A. There is hereby created a Fair Housing Committee whose membership shall consist of five members, who shall be appointed by the Mayor of the City with the approval of the City Council.
- B. Every complaint of a violation of this ordinance shall be referred to the Fair Housing Committee. The Fair Housing Committee shall forthwith notify the person against whom the complaint is made. The identity of the aggrieved person shall be made known to the person against whom the complaint is made at that time. If the Fair Housing Committee, after investigation, finds there is no merit to the complaint, the same shall be dismissed. If the Fair Housing Committee finds that there is merit in the complaint, in their opinion, then and in that event, the Fair Housing Committee will endeavor to eliminate the alleged discriminatory practice by conference and conciliation.
- C. If the Fair Housing Committee is unable to eliminate the alleged discriminatory practice by a conference and conciliation, then and in the event, the Fair Housing Committee shall forward said complaint to the City Attorney for handling. The final determination of whether or not to prosecute on said complaint shall be left to the City Attorney.

SECTION VIII. Enforcement.

- A. Any person convicted of a violation of this ordinance shall be punished by a fine of not more than two hundred (\$200.00) or confinement in the County jail for not more than thirty (30) days, or both such fine and imprisonment.
- B. The City Attorney, instead of filing a complaint in Municipal Court of said City, may, as an alternative remedy, seek to have the alleged discriminatory practices abated by an action for an injunction to be maintained in the appropriate Circuit Court of the State of Missouri.

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

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

SECTION XI: Savings Clause. This ordinance shall not affect violations of any other ordinance, code or regulation of the City of Sikeston existing prior to the effective date hereof. Any such violations shall be governed and shall continue to be punishable to the full extent of the law under the provisions of those ordinances, codes or regulations in effect at the time the violation was committed.

SECTION XII: Record of Passage:

- A. Bill Number 6050 was introduced and read the first time this 16th day of March 2017.
- B. Bill Number 6050 was read the second time and discussed this 27th day of March 2017, and voted as follows:

White-Ross, _____, Depro, _____, Evans, _____,
Gilmore, _____, Settles _____, Merideth, _____,
Burch, _____, thereby being
_____, and
becoming ordinance 6050.

- C. Ordinance 6050 shall be in full force and effect from and after April 27, 2017.

Steven Burch, Mayor

Approved as to form
Chuck Leible, City Counselor

Seal / Attest

Carroll Couch, City Clerk