



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

TENTATIVE AGENDA

OPEN HOUSE
REVIEW OF FLOOD PLAIN MAPS
(Scott County Portion of Sikeston)
CLINTON BUILDING
501 CAMPANELLA DRIVE

Monday, March 26, 2018
4:00 - 5:30 P.M.

Dated this 22nd day of March 2018.

A handwritten signature in black ink that reads "Rhonda Council". The signature is written in a cursive, flowing style.

Rhonda Council, Deputy 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.

TENTATIVE AGENDASPECIAL CITY COUNCIL MEETING
CLINTON BUILDING
501 CAMPANELLA DRIVEMonday, March 26, 2018
5:30 P.M.

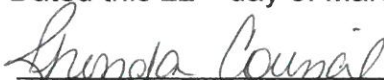
- I. CALL TO ORDER
- II. RECORD OF ATTENDANCE
- III. OPENING PRAYER
- IV. PLEDGE OF ALLEGIANCE
- V. ITEMS OF BUSINESS
 - A. Briefing: Scott County Floodplain
 - B. 1st Reading, Bill #6091, Net Metering Service Amended
 - C. 1st Reading, Bill #6089, Re-adoption of Fair Housing Policy
 - D. 2nd Reading & Consideration, Bill #6086, Taxicab Services Amended
 - E. Briefing: Parks Capital Improvement Plan Projects
 - F. Briefing: Route Y Swap
 - G. Award of Airport Fuel RFP
 - H. Authorization to Approve Proposal from Allgeir Martin for Stormwater Study in Anderson/Applegate Area
 - I. Award Bid #18-10, CY-18 Street Improvement Program - Waters Engineering
 - J. 1st & 2nd Reading, Emergency Bill #6092, South Industrial Park Annexation
 - K. 1st & 2nd Reading, Emergency Bill #6093, Annexation of Colon Kelley Property
 - L. Approve MoDOT Entrance Across Railroad Right-of-Way
 - M. Other Items As May Be Determined During the Course of the Meeting
- VI. ADJOURNMENT INTO EXECUTIVE SESSION

Security (RSMo 610 021(19)) - Disclosure would impair the public governmental body's ability to protect the security or safety of persons or real property, and that the public interest in nondisclosure outweighs the public interest in disclosure of the records.

Property (RSMo 610.021(2))

VII. ADJOURNMENT

Dated this 22nd day of March 2018.


Rhonda Council, Deputy City Clerk

Council Letter

Date of Meeting 18-03-26

Originating Department: Public Works

To the Mayor and City Council:

Subject: Briefing on Scott County Floodplain Update

Attachments: None

Action Options:

1. Discussion Only.
2. Other action the City Council deems appropriate.

Background:

After a lengthy study, a proposed map for the revisions to the Scott County Floodplain map was unveiled at a public meeting held prior to the city council meeting. This briefing is to openly discuss the response from those who attended.

Council Letter

Council Letter: 18-03-26

Originating Department: Governmental Services/BMU

Subject: First Reading Bill 6091, Net Metering Service Amended

To the Mayor and City Council:

Attachments:

1. Bill 6091

Action Options:

1. Conduct first reading of Bill 6091
2. Other actions as Council may deem appropriate

Background:

Due to changes in MO RS 890.386, the Net Metering and Easy Connection Act, the City's current Net Metering Ordinance requires some updates. These updates would match the language related to Applicable Service Territory, Availability of Service, Definitions, Monthly Billing, and Special Conditions. Additionally, Transfer of Ownership and Other Customer Generators larger than 100 kw was included in the ordinance.

This ordinance allows Board of Municipal Utilities (BMU) customers the same rights given by the State of Missouri and includes no additional incentives or options.

Council action on this Bill has been scheduled for April 13, 2018.

THIS BILL AS ADOPTED SHALL BECOME ORDINANCE NUMBER 6091, AMENDING THE NET METERING SERVICE POLICY AND PROCEDURES APPLICABLE TO ELECTRICAL UTILITY CUSTOMERS THAT OWN AND OPERATE RENEWABLE POWER SOURCES INTENDED PRIMARILY TO OFFSET PART OR ALL OF THE CUSTOMER'S OWN ELECTRICAL POWER REQUIREMENTS.

WHEREAS, the Net Metering and Easy Connection Act have updated their requirements for the establishment of net metering service for eligible electrical utility customers that own and operate a solar, wind or bio mass generating facility or hydrogen fuel cell, and

WHEREAS, this amendment includes language to cover a change in property ownership and Customer-Generators larger than 100 kw, allowing BMU customers the same rights given by the State of Missouri and includes no additional incentives or options.

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

SECTION I: This ordinance shall be codified in Title VII Utilities, Chapter 710, Net Metering Service of the Sikeston Municipal Code.

SECTION II: Title VII, Chapter 710 is hereby amended to read as follows:

"Section 710.010 Applicable Service Territory.

Net metering and electrical system interconnection is available on a first-come, first-served basis in the distribution service territory of Sikeston Board of Municipal Utilities (BMU) at any point on the Utility's existing facilities that has adequate capacity and suitable voltage for delivery of service until:

- 1.1 the total rated generating capacity of all net metering systems on the utility equals 5% of the utility's single-hour peak load during the previous year or
- 1.2 the total rated generating capacity of approved new interconnection agreements during the current calendar year equals or exceeds 1% of the utility's single-hour peak load for the previous calendar year.

Section 710.020. Availability of Service.

Net metering service is available to any existing customer who is in good standing under the City's electric service schedules, that owns and operates a renewable energy electric generator powered by solar, hydro, or wind or fuel cells using hydrogen produced by solar, hydro or wind with a capacity of not more than one hundred (100) kilowatts that is located on the customer's premises, is interconnected and operates in parallel phase and synchronization with the Utility's existing transmission and distribution facilities, and is intended primarily to offset part or all of the customer's own electrical power requirements. This rider is offered in compliance with the "Net Metering and Easy Connection Act" (RSMo 386.890 and appropriate Missouri Public Service Commission Rules.)

Additional sources of renewable energy may be certified by the Department of Natural Resources and they will accepted by the City.

All agreements hereunder are between the customer-generator and the City and shall not include a third party.

Section 710.030. Definitions.

Avoided Fuel Cost – the audited annual cost per kilowatthour of energy generated by the Sikeston Power Station during the previous fiscal year. Referred to as the 'Energy Charge' in the annual audit.

Net metering – a method to measure the difference between the electricity supplied by

the Utility and the electricity generated by an eligible customer-generator and fed back to the electric grid over the applicable billing period.

Total System Energy - the sum of the total energy sold by the BMU and the total energy purchased for use at Sikeston Power Station Unit #1.

All other definitions shall be those contained in the Missouri “Net Metering and Easy Connection

Act” (RSMO 386.890) except where noted herein.

Section 710.040. Monthly Billing.

1. The electric service charge shall be computed in accordance with the monthly billing the under the customer’s effective standard rate schedule. Under this net metering rider, only the kilowatthour (kWh) units of a customer-generator’s bill are affected.
2. If the electricity supplied by the Utility exceeds the electricity generated by the Customer- Generator during the applicable billing period, the Customer-Generator shall be billed for the net billable kWhs supplied by the Utility in accordance with the rates and charges under the Utility’s standard rate schedule applicable to the customer.
3. If the electricity generated by the Customer-Generator exceeds the electricity supplied by the Utility, the Customer-Generator shall be credited for the net value of the electric energy delivered to the Utility during the applicable billing period at the Utility’s “Avoided Fuel Cost”, with this credit appearing on the Customer-Generator’s bill no later than the following billing period. See RSMO 386.890.5(4) for credit expiration terms.

Section 710.050. Transfer of Ownership

Upon change in ownership of the qualified unit, or of the premises on which the unit is located, the new Customer-Generator shall file a new application with the City for Net Metering.

Section 710.060. Special Conditions.

1. The Customer- Generator must have:
 - 1.1 An approved Application for Net Metering
 - 1.2 A signed Standard Interconnection Application/Agreement with the Utility.
2. The Customer-Generator is responsible for all costs associated with its generating facility and is also responsible for all costs related to any modifications to the facility that may be required by the Utility for purposes of safety and reliability.
3. A net metering facility shall meet all applicable safety and performance standards established by the National Electric Safety Code, the National Electric Code, the Institute of Electrical and Electronic Engineers, the Federal Energy Regulatory Commission, and Underwriters Laboratory.

In addition it shall:

- a. Be equipped at the Customer-Generator’s expense with a meter or meters approved by the utility and capable of measuring the net amount of electrical energy produced or consumed by the Customer-Generator. Any additional costs necessary for the utility to permit the meters or generator to be integrated into the utility distribution system shall be borne by the Customer-Generator. At the request of the Customer-Generator those costs can be initially paid by the utility which may bill the customer-

generator the costs over a 12 billing cycle period along with a reasonable rate of interest.

- b. Have a mechanism that automatically disables and disconnects the unit from the supplier’s electrical lines in the event that service to the Customer-Generator is interrupted.
 - c. Have an easily accessible device or feature in immediate proximity to the metering equipment to allow a utility worker to manually and instantly disconnect the unit from the utility’s distribution system.
4. For systems of ten kilowatts or less, a Customer-Generator shall not be required to purchase any liability insurance. Insurance for systems above 10 kilowatts shall be negotiated as part of the Interconnection Agreement.

Section 710.070. Other Customer Generators

For Customer-Generators greater than 100 kilowatts, net metering does not apply. For Customer-Generators greater than 100 kilowatts, the guidelines of the Public Utility Regulatory Policy Act of 1978 (PURPA), as well as any related revisions such as The Energy Policy Act of 2005, will be applied.”

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

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

SECTION V: Record of Passage.

- A. Bill Number 6091 was introduced to Council and read the first time this 26th day of March 2018.
- B. Bill Number 6091 was read the second time this 13th day of April 2018, discussed and voted as follows:

White-Ross, _____, Self, _____, Evans, _____,
Gilmore, _____, Settles _____, Merideth, _____,
Burch, _____, thereby being
_____, and
becoming ordinance 6091.

- C. Ordinance 6091 shall be in full force and effect from and after May 13, 2018.

STEVEN BURCH, Mayor

Approved As To Form
Charles Leible, City Counselor

Seal/Attest

Carroll L. Couch, City Clerk

Utility Regulatory Policy Act of 1978 (PURPA), as well as any related revisions such as The Energy Policy Act of 2005, will be applied."

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STEVEN BURCH, Mayor

Approved As To Form
Charles Leible, City Counselor

Seal/Attest

Carroll L. Couch, City Clerk

Council Letter

Council Letter: 18-03-26

Originating Department: Governmental Services

Subject: First Reading Bill 6089, Re-adoption of Fair Housing Policy

To the Mayor and City Council:

Attachments:

1. Bill 6089

Action Options:

1. Conduct first reading of Bill 6089
2. Other actions as Council may deem appropriate

Background:

Bill 6089 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 6089 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 tentatively scheduled for May 7, 2018.

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6089, 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 6089 was introduced and read the first time this 26th day of March 2018.
- B. Bill Number 6089 was read the second time and discussed this 13th day of March 2018, and voted as follows:

White-Ross, _____, Self, _____, Evans, _____,
Gilmore, _____, Settles _____, Merideth, _____,
Burch, _____, thereby being
_____, and
becoming ordinance 6089.

- C. Ordinance 6089 shall be in full force and effect from and after April 13, 2018.

Steven Burch, Mayor

Approved as to form
Chuck Leible, City Counselor

Seal / Attest

Carroll Couch, City Clerk

Council Letter

Date of Meeting: 18-03-26

Originating Department: City Manager/Governmental Services

To the Mayor and City Council:

Subject: Second Reading & Consideration, Bill 6086, Taxicab Service

Attachment(s):

1. Bill 6086
2. Photograph of local taxicab vehicle

Action Options:

1. Second Reading and Approval, Bill Number 6086
2. Other action Council may deem appropriate

Background:

Bill #6086 will amend city code pertaining to signage on city approved taxicabs, which is currently inconsistent in the manner of display and application methods. Some taxi information has been hand applied to vehicles by means of paint in a non-aesthetically appealing manner, while other taxis have professionally applied signage. There is also the addition of driver qualifications for all operators which has been added to assure the safety of stakeholders when traveling by taxicab.

The City of Sikeston has been requested by its stakeholders to address this matter.

The purpose of this update to existing policy is to clarify the method, placement, and type of signage required by the city on city approved taxicabs as well as to ensure the driver qualifications of those operating the vehicles.

Additionally, background checks will be required for any person desiring to secure a license to operate a taxicab within the City of Sikeston.

Staff asks for approval of this bill.



BILL Number 6086

ORDINANCE Number 6086

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6086 AND SHALL AMEND CHAPTER 640 OF TAXICABS CODE ESTABLISHING ADDITIONAL GUIDELINES WITHIN THE CITY OF SIKESTON, MISSOURI.

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

SECTION I: This Ordinance shall be codified in the City Municipal Code.

SECTION II: Chapter 640 – Section 640.020 – Defined, Section 640.040 – License – Issuance, Section 640.060 – Vehicle Identification, Section 640.080 – Driver – Operator, Application; Generality, & Section 640.090 – Driver - Duties; shall be amended to read as follows:

Section 640.020 – Defined

Whenever used in this Chapter, the term “taxicab” means every motor vehicle used to transport persons for a charge or fee within the corporate limits of the City, **except Transportation Network Companies or Ride Hailing Services regulated separately by the State of Missouri.**

Section 640.040 License - Issuance.

Upon proper application for license, payment of such fee as may be prescribed by the City Council, the filing with the City Clerk of an acceptable liability insurance policy or bond, the City Clerk shall issue to the applicant a license to engage in the taxicab business.

A license to operate a taxicab business shall not be transferred or assigned.

Section 640.060 – Vehicle Identification

Every motor vehicle being used as a taxicab shall have printed **on both sides and the rear of the vehicle** written designation that it is a “Taxi”, the name of the cab company or the owner thereof and the identification number of such taxicab, in legible letters **professionally stenciled or applied vinyl** of not less than four (4) inches. **Hand written letters shall not be considered legible.**

Section 640.080 Driver - Operator, Application; generality.

Any person desiring to secure a license to operate a taxicab within the city shall file with the city clerk a written application, verified under oath, giving the following information:

- A. The full name, residential and business addresses of the applicant for the past five (5) years.**
- B. Whether or not the applicant, has been convicted of the violation of any federal or state felony law, or any federal or state misdemeanor involving the use or threat of force or violence or the sale of drugs or sexual abuse; or has been convicted of violating any provision of the Sikeston City Code, or has ever had a business license or other license or permit issued by the city revoked or suspended. Applicant shall supply a criminal record check, including a report by the Federal Bureau of investigation, and by the Missouri State Highway Patrol or similar agency, to verify the information provided in this section. These criminal record checks are authorized pursuant to RSMo 43.535, and shall be processed as follows:**
 - 1) Upon receipt of such application, the original shall be referred to the Sikeston City Clerk who shall cause such investigation of the applicant’s business and moral character to be made as he/she deems necessary for the protection of the public good.**

- 2) The Sikeston City Clerk shall render a fitness determination based upon the results of the criminal background check, pursuant to the terms of this article.
 - 3) In rendering a fitness determination, the Sikeston City Clerk's office will decide whether the record subject has been convicted of or has pled guilty to:
 - a. A crime which bears upon the applicant's eligibility or fitness for a license issued pursuant to the terms of this article;
 - b. Any felony or a misdemeanor which involved force or threat of force, controlled substances, or was a sex-related offense as described in the article; or
 - c. Violated any other requirement of this article.
 - 4) A record subject may request and receive a copy of their criminal history record information from the Sikeston City Clerk's Office. Should the applicant seek to amend or correct their record, they must contact the Missouri State Highway Patrol - Criminal Records and Identification Division for a Missouri state record or the Federal Bureau of Investigation for records from other jurisdictions maintained in its file.
- C. Whether or not the applicant or any person listed in subsection (A) above, or present or former drivers of the taxicab business has unpaid claims or unsatisfied judgments against them for damages resulting from the negligent operation of a vehicle.
- D. The past experience, if any, that the applicant has had in rendering a taxicab, or similar service, including the dates such service was rendered and the city wherein the service was rendered.
- E. Whether the applicant has had any previous license to operate a taxicab or vehicle for hire service suspended or revoked in this or any other city or state, and if so, the circumstances of the revocation or suspension.
- F. A Statement that the applicant has a thorough knowledge of the geography of the city, the traffic regulations of the city, and the provisions of this article.
- G. A statement that the applicant will obtain the insurance coverage required by this article prior to commencing business.
- H. A statement that the applicant will maintain the vehicles; condition and appearance as required by Section 640.090 Driver-Duties, (A) of this article.
- I. Such further information as the city clerk or the city manager may reasonably require.

Section 640.090 Driver — Duties. (note section was formerly 640.080, all other parts of this section to remain unchanged)

[R.O. 2009 §10.16.080; Prior Code §7-306]

- A. It shall be the duty of every taxicab driver to:
1. Obey and fully comply with the traffic regulations of the City applicable to the drivers of motor vehicles;
 2. Maintain the taxicab in a clean orderly condition;

- 3. Operate only such vehicles as are known to its driver to be in good working order and to abstain from driving any taxicab suspected or known to be in an unsafe condition;
- 4. Be clean and neat in person and dress while operating a taxicab;
- 5. Operate the taxicab in such manner as will not obstruct or hinder the usual flow of traffic, not obstruct the entrance or exists of any premises open to the public;
- 6. Convey any orderly person upon request by signal or telephone call, unless the taxicab is previously engaged;
- 7. Abstain from smoking and the use of profane language while operating a taxicab; and
- 8. Search the taxicab interior, immediately after the termination of any hiring or employment, for any property lost or left therein; and any such property, unless sooner claimed or delivered to the owner, shall be taken to the Police Station and deposited with the officer in charge, taking written receipt therefor, within twenty-four (24) hours of its discovery.

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

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

SECTION V: Record of Passage:

- A. Bill Number 6086 was introduced and read the first time this 5th day of March, 2018.
- B. Bill Number 6086 was read the second time and discussed this 26th day of March, 2018, and voted as follows:

Evans, _____, Gilmore, _____, Merideth, _____,
Self, _____, Settles, _____, White-Ross, _____,
Burch, _____, thereby being
_____,
becoming ordinance 6086.
- C. Ordinance 6086 shall be in full force and effect from and after Wednesday, April 25, 2018.

Approved as to form
Charles Leible, City Counselor

Steven Burch, Mayor

Seal / Attest:

Carroll Couch, City Clerk

Council Letter

Date of Meeting 18-03-26

Originating Department: Public Works

To the Mayor and City Council:

Subject: Briefing on Capital Improvements for Sikeston Parks and Recreation

Attachments:

1. Capital Improvement Update – Parks and Recreation

Action Options:

1. Discussion Only.
2. Other action the City Council deems appropriate.

Background:

At council's request, we have prepared a briefing to review the capital improvements for the parks and recreation department including: recently completed projects, current projects, and future planned improvements with staff's suggestions for prioritization.

No action is needed for this item, but the Council's comments are welcome.

Capital Improvement Update

Sikeston Parks & Recreation Department

March – 2018

Improvements Completed in Recent Past:

- New restrooms constructed using local forces
 - Adult Softball/HS Soccer Area
 - TBall/Former BMX Area (Included New Workspace Area)
 - Tennis Court/Playground Area
- Backstops for Baseball/Softball
 - All 8 Fields Replaced with New Fencing
- Ballfield Lights (Baseball/Softball)
 - 6 of the 8 fields have been completed
- Infield Renovations (Baseball/Softball)
 - Rookie Field
 - Musial Field
 - 8U Softball
 - 10U Softball
 - HS Softball
- Bleacher upgrades
 - We have been steadily upgrading bleachers with new enclosed models. (7 Sets thus far)
- Scoreboard Replacements (Baseball/Softball)
 - 4 of 8 fields replaced
- Paving at Complex
 - The area inside the baseball/softball quads have been paved and sealed
- Equipment Needs
 - We have successfully purchased a UTV, Groomer, and Tiller.
- Fence Lines Adjusted
 - Outfield Fence for 8U and 10U softball adjusted to proper length
- Lincoln Park
 - Resurfaced and Remarked Basketball Courts
 - Paved Parking Area
- Clinton Building
 - Painted interior, restrooms and kitchen
 - Replaced electrical outlet covers
 - Upgraded all lighting to LEDs
- Mary Lou Montgomery Park Restroom
 - Painted Restrooms
 - Installed New Roof
 - Upgraded lighting
- Dudley Park
 - Painted Restroom and Installed New Roof
 - Made roof improvements to shelters
- Rotary Park

- Painted Restroom and Installed Upgraded Lighting
- Made Improvements to the Circle Drive
- Tree Trimming at Legion Park
- Removed Posts & Wires in many locations at Sikeston Complex
- Painted restrooms at Soccer, TBall, Softball and Baseball areas
- Replaced shelter roofs for pavilions 1 and 7 at complex (Complex 100%)
- Improved Sand Volleyball areas
- Purchased new soccer goals and constructed a soccer goal storage area
- Began Turf Management Program for Baseball/Softball fields
- Acquired Portable Pitching Mound
- Maintained all fields for Softball and Baseball
- Installed VFW and HS Soccer New Scoreboards

PROJECTS BEING COMPLETED CURRENTLY (By June 30th)

- Improve Lights at Tennis Courts
- Improvements to Dancier Field (Just West of Roberta Rowe Park)
- Field Preparations for Soccer, Baseball and Softball (this takes a lot of our time)
- Improvements to Dog Park (Tilling, Scraping, Seeding and Watering to Combat Burrs)
- Install Gates at Complex Ball Fields
- Preparations for Corporate Games
- Mowing and Stump Grinding

EXISTING NEEDS

HIGH PRIORITY (in no particular order)

- Master Plan for Parks
- Pave Parking Areas in Complex
 - HS Soccer Area
 - Near Trail Entrance North of Tennis Courts
- Expand Shop at BMX Bldg Area
- Trail Improvements at Lake Area
- Improvements to Restroom at Roberta Rowe Park
- Replace Scoreboards
 - Musial Field (Field #4)
 - Junior Babe Ruth (Field #8)
- Infield Renovations
 - National (Field #1)
 - American (Field #2)
- Additional Bleachers
- Additional Portable Pitching Mounds
- Additional Baseball Materials
- Christmas Decorations for Legion Park
- Install New Roofs at Rotary Park Shelters (South & East)
- Acquire New Box Blade

MEDIUM PRIORITY (in no particular order)

- Acquire Additional Soccer Goals
- Purchase and Install New Goal Posts for Jaycee Football
- Install Lights at Lincoln Park Basketball Court Area
- Upgrade Playground Equipment (Rotary & Mary Lou Montgomery)
- Ballfield Improvements at Rotary Park
- Pave Parking Areas
 - Softball (South)
 - Softball (North)
 - TBall Area
 - BMX/Jaycee Football Area
 - Baseball – West (Needs Reconstruction – Too Low)
- Seal & Stripe Basketball Court at Roberta Rowe
- Install Timers for Complex Lighting (Softball and Baseball)
- Replace Shelter Roof at Mary Lou Montgomery Park
- Improve Walking Trail at Mary Lou Montgomery Park
- Repair Shelter at Clayton Park
- Improve Playground Equipment at Clayton Park
- Upgrade Restroom at Rotary Park (including septic work)
- Purchase Level Best Blade (Field Grooming)
- Install New Exercise Equipment at Lake

LOW PRIORITY / WISHLIST (in no particular order)

- Acquire Pull-Behind Sprayer
- Replace Lights at Tennis Courts
- Have Lake Excavated
- Replaced Shelter Roof at Veterans and Rotary – West
- Pave Remaining Parking Areas
- Build Restroom for Matthews Park
- Install Infield Irrigation for Fields #6 & #7 (All Other Fields Already Have Irrigation)
- Acquire Batwing Mower for Complex
- Install Sun Shades at Baseball/Softball Areas
- Install Spectator Seating Area at Baseball/Softball
- All Inclusive Playground
- Disc Golf Course
- Splash Pad
- Archery Park
- Build More Trails
- Repaint Concession Stands (Baseball/Softball)
- Pickleball Courts
- Family Campground Area

Council Letter

Date of Meeting 18-03-26

Originating Department: Public Works

To the Mayor and City Council:

Subject: Briefing on Route Y Swap

Attachments: To Be Distributed At Meeting

Action Options:

1. Discussion Only.
2. Other action the City Council deems appropriate.

Background:

After our internal discussions regarding the designation of Route Y following Salcedo Road to Main street rather than turning on to North Kingshighway, MoDOT has made a proposal. They are proposing to take over maintenance and ownership of the section of Salcedo Road between Main and Kingshighway and redesignate the route, but in exchange they want us to take over ownership and maintenance of the North Outer Road of US 60 between Ashley and Route AA.

Council Letter

Date of Meeting 18-03-26

Originating Department: Public Works

To the Mayor and City Council:

Subject: Authorization to Approve Proposal/Contract with Eastern Aviation Fuels, Inc. to provide fuel and fuel truck for Sikeston Memorial Airport

Attachments:

1. Eastern Aviation Proposal including sample contract
2. Cost Comparison

Action Options:

1. Authorization to approve proposal from Eastern Aviation Fuels
2. Other action the City Council deems appropriate.

Background:

When the city took over operations of the Sikeston Memorial Airport in September of 2016, we continued with the previous fuel supplier, World Fuel (Phillips 66). After taking time to get acclimated to the running of the airport, staff posted a Request for Proposals for supplying fuel to the Sikeston Airport. We received proposals from four firms:

- a) Eastern Aviation Fuels, Inc. (Shell)
- b) World Fuel Services (Phillips 66)
- c) Av Fuel
- d) Satterfield (Phillips 66)

After careful review, staff is recommending that council approve the proposal and enter into a contract with Eastern Aviation Fuels, Inc. Their prices are competitive, but their sales representative, Mr. Steve Johnson, has been very impressive and most helpful. We anticipate much better customer service than our current supplier. In addition, they are the supplier for the airports at Cape Girardeau and Poplar Bluff, which would allow us to share fuel loads with other regional airports and save costs. Both Cape and Poplar Bluff speak well of Eastern Aviation.

PROPOSAL TO SUPPLY AVIATION FUEL TO:

Sikeston Memorial Municipal Airport Sikeston, Missouri, USA



Wednesday, February 21, 2018



Shell Aviation

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Shell Aviation

Eastern Aviation Fuels: Company History



We Are Family.

It's important to have someone you can count on when it comes to aviation fuel.

You can count on Eastern Aviation Fuels and the Shell® family behind the pump. With an aviation heritage spanning three generations, we have your back. From customers to the product itself, we are committed, ensuring total commitment by delivering innovative products, exceptional service, competitive prices, dependable support and unparalleled expertise all aimed at the business of aviation and its customers.

We supply, today, and tomorrow, the aviation industry with Shell Aviation.

To discuss your aviation fuel supply needs, or to learn more about Eastern Aviation Fuels, please call 1-800-334-4732 or visit www.easternaviationfuels.com

Distributor of Shell Aviation products

- Founded in 1975 by Buddy Stallings, CEO.
- Over 500 Branded Shell FBOs throughout the U.S.
- Committed to the U.S. General Aviation Market.
- 65 plus employee customer service oriented company located in North Carolina.
- Exclusive general aviation sales and marketing entity for Shell Aviation products in the U.S.
- Majority of sales and marketing team are pilots with aircraft availability to better service our customers.
- Shell is one of the largest domestic suppliers of aviation related products with terminal ownership and availability.



Shell Aviation

Eastern Aviation Fuels Team

"Service Above and Beyond"

Buddy Stallings, Chairman
bstallings@easternaviationfuels.com

800-334-5732 (office)
252-761-1000 (cell)
252-633-2430 (home)

Robbie Stallings, President
rstallings@easternaviationfuels.com

800-334-5732 (office)
252-671-5959 (cell)
252-635-1595 (home)

Mike Allen, Vice-President Sales and Marketing
meafbum@aol.com

800-334-5732 (office)
919-740-9306 (cell)
919-850-9619 (home)

Lynn Weyerhaeuser, Customer Service
lynnw@easternaviationfuels.com

800-334-5732 (office)
252-670-6556 (cell)

Steve Johnson, Sales Representative
sjohnson@easternaviationfuels.com

615-867-6432 (office)
615-477-7266 (cell)
615-867-3563 (home)

Supported by a dedicated employee customer service team to assist you that includes dispatch, quality control, tax department, maintenance, parts, and freight.



Shell Aviation

FUEL PRICING METHODOLOGY

Terminal	Product	Platts Index/Price	Fuel Price: 2/20/18 – 2/26/18
Memphis, TN.	Jet-A (with additive)	Gulf Coast Argus Pipeline Mean	\$1.89160
Tyler, TX.	AVGAS 100LL	Weekly Market Rack Price	\$2.59130
Memphis, TN	Avgas 100LL	Weekly Market Rack Price	\$2.90467

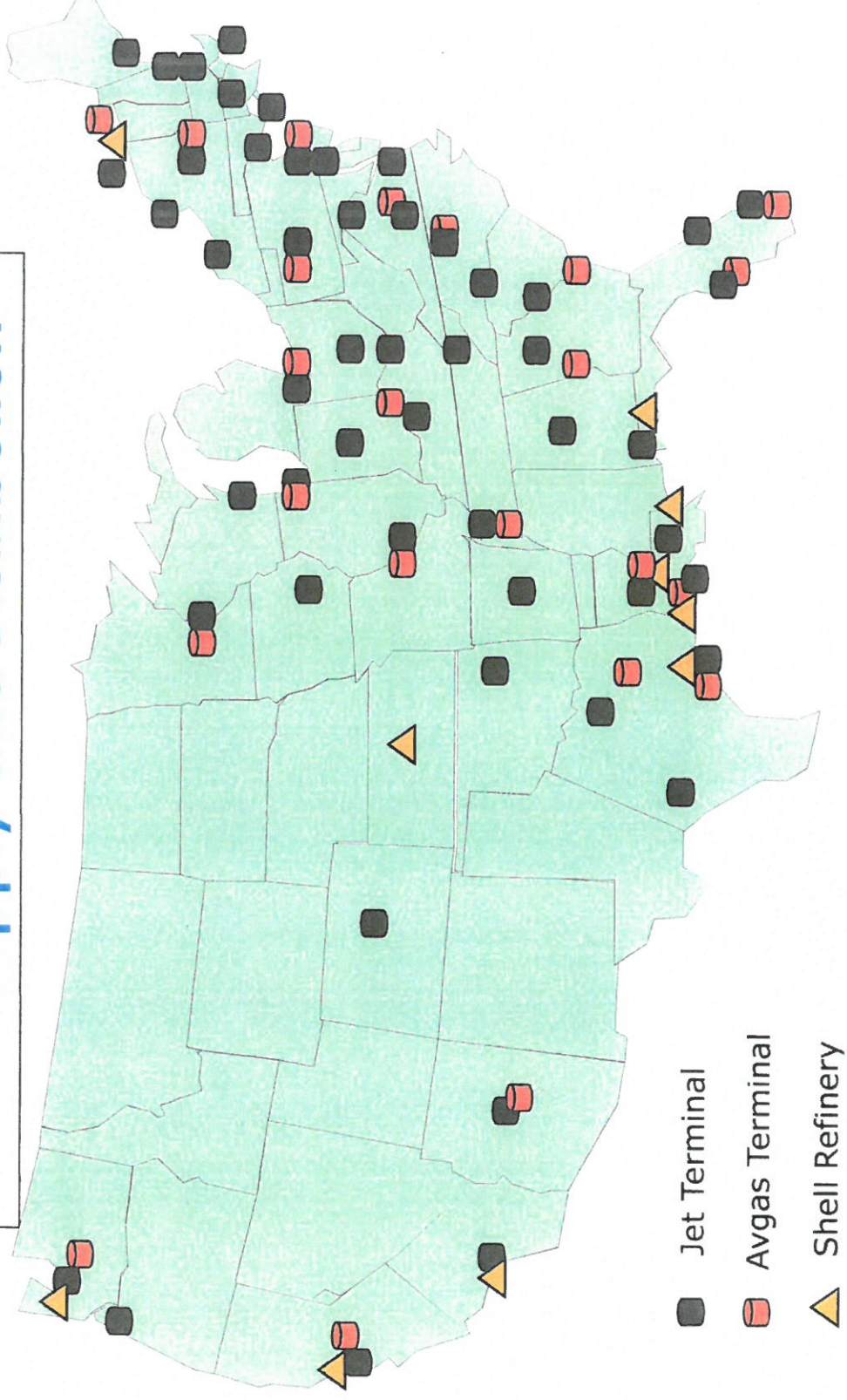
Jet A price will be based on the previous week's average of the published Platt's Gulf Coast Pipeline Mean and will be adjusted every Tuesday excluding holidays. If product should be out at the primary terminal then Eastern Aviation Fuels has the ability to provide product from Little Rock, AR or Louisville, KY, or Indianapolis, IN.

AVGAS/100LL price will be based on a Weekly Posted Rack Price. If product should be out at the primary terminal, then Eastern Aviation Fuels has the ability to provide product from Memphis, TN or Louisville, KY.



Shell Aviation

Shell Supply and Distribution



Shell Aviation

FREIGHT MATRIX

Terminal	Product	Freight Rate to Sikeston, MO
Memphis, TN.	Jet A (with additive)	.0963
Tyler, TX.	Avgas 100LL	.2776
Memphis, TN	Avgas 100LL	.0866

Freight is subject to change based on adjustments to the fuel surcharges. Rates quoted above are per gallon based on full loads of approximately 8000 gallons of Jet-A and 8500 gallons of Avgas 100LL



PRICING BREAKDOWN

To: Sikeston, MO.	JET-A (Memphis, TN.) With Additive	AVGAS 100LL (Tyler, TX.)	AVGAS 100LL (Memphis, TN)
FUEL	1.89160	2.59130	2.90467
FREIGHT	.09630	.27760	.08660
FEDERAL EXCISE TAX	.24300	.19300	.19300
FEDERAL LUST	.00100	.00100	.00100
MO. INSPECTION FEE	.00070	.00070	.00070
MO. MOTOR FUEL TAX	.00000	.09000	.09000
MO LOAD FEE	.00250	.00250	.00250
TN. FUEL EXPORT FEE	.00050	.00000	.00050
DELIVERED PRICE/GALLON	<u>\$2.23560</u>	<u>\$3.15610</u>	<u>\$3.27897</u>

The above fuel prices are good for the week of Tuesday 2/20/18 through Monday (2/26/18).



Shell Aviation

DELIVERY AND TERMS

- **Fuel Quality:** Eastern Aviation Fuels will provide your FBO, Aviation turbine Kerosene – Jet A that meets the ASTM Specification D1655 (latest edition) and Aviation Gasoline 100LL that meets the requirements of the ASTM Specification D910 (latest edition).
- **Term of Contract:** The contract shall be in effect for a minimum of three (3) years.
- **Credit:** Net ten (10) Day EFT.
- **Product Delivery:** Eastern Aviation Fuels' offer is based upon the delivery of full transport loads of approximately 8,000 gallons of Jet A and 8,500 gallons of Avgas 100LL.



Shell Aviation

REFUELER PROGRAM

We maintain a fleet of over 500 refuelers for lease, purchase, or temporary use. Our lease programs suit the needs of each customer, with or without maintenance. We want our customers to have the best quality Aviation Refuelers on the market. Our new standard fuel trucks meet or exceed the highest industry standards and come equipped with state of the art options designed to perform.



New 3000 gallon Jet-A Refueler - \$1500/month
Used 3000 gallon Jet Refueler - \$800/month

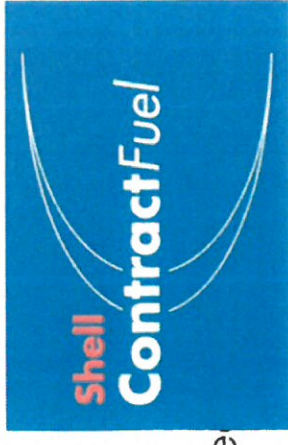
New 1000 gallon Avgas Refueler - \$800/month
Used 1000 gallon Avgas Refueler - \$500/month



Shell Aviation

Shell Contract Fuel

As the fuel market becomes more competitive, Shell Aviation and Eastern Aviation Fuels have developed the most innovative contract fuel program in the industry.



- Shell branded FBOs have the advantage of a 0% processing fee
- Credit card transactions are sent to you daily
- Payment will be wired to your account within 48 hours
- The Contract Fuel program is offered at hundreds of Shell branded locations, and growing.
- The Contract Fuel program is designed for companies operating under FAR Part 121, 125, 135 charter, cargo, air ambulance aircraft, and scheduled airline operators.
- As a participating FBO, you determine your intoplane fee.
- Participating FBOs benefit from continued exposure through Newsletters, E-Newsletters, attendance at aviation conferences, weekly emails to all card holders, and print advertising.



Shell Aviation

CREDIT CARD PROCESSING

Shell offers the most extensive Credit Card processing system in the aviation industry. Utilizing the VeriPhone VX 570 POS machine, funds are processed within 48 hours of the transaction.



CARD TYPE	PROCESSING FEE
Shell Aviation	0.0%
Shell Fleet / Shell Retail	0.0%
Shell Contract Fuel	0.0%
Shell MasterCard	0.0%
MasterCard/Visa	2.0%*
American Express	2.75%
Discover	2.75%
Multiservice Card	2.75%
AvCard	3.25%
Gov't Air Card	3.0%

*Transactions that are not swiped through the POS machine and settled on the same calendar day that authorization occurs have higher processing rates

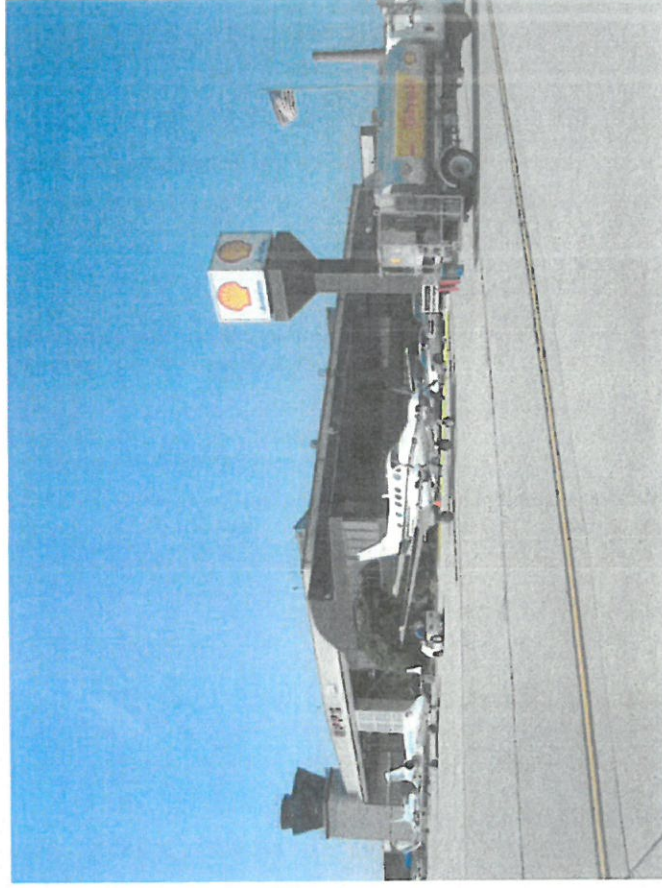


Shell Aviation

EXCESS LIABILITY INSURANCE

Shell is pleased to offer \$50,000,000 third party Aircraft Products/Completed Operations Liability Insurance **free of charge** to our FBO dealers, if certain guidelines and certificate of insurance are met.

- Shell and EAF are named as additional insured parties as suppliers of aviation petroleum products including refueling, de-fueling and/or lubrication of aircraft
- Reflect a minimum limit of \$500,000 each occurrence combined single limit for third party bodily injury and/or property damage, without restrictive per person sub-limits for bodily injury
- Acceptable liability coverage must include products, premises, and completed operations



Shell Aviation

SHELL AERO CLASS REWARDS LOYALTY PROGRAM

What is the Shell AeroClass rewards loyalty program?

Shell's AeroClass rewards program provides an incentive for pilots to purchase fuel from Shell Aviation FBOs. Every time a program member pilot refuels at a participating Shell dealer, the pilot will receive AeroClass points good towards MasterCard gift cards. This program provides a means to increase an FBO's business and build loyalty with existing customers.



QUALITY CONTROL / TRAINING

- Eastern Aviation Fuels takes its fuel handling education and quality control responsibilities very seriously. Our experienced QC personnel and comprehensive programs reflect our dedication to the critical issues of fuel quality and safe operations.
- EAF will provide at no cost to your FBO the following:

ACE – GA Training Program – An interactive CD ROM based Line service supervisor training program. After completion of the program, your employees will have the knowledge and skills required to safely perform operations and technical tasks at your FBO.

Regional Seminars – Two day training seminars cover various quality control topics including filtration, ATA Spec 103, proper documentation, fuel receipt procedures, and QC tests.

FAR Part 139 Fire Training – In conjunction with our seminars EAF also teaches and certifies line service personnel in fire prevention and fire mitigation.

Annual On-Site Quality Control Inspections – Our QC inspectors will perform annual quality control inspections free of charge.

HAZMAT Training – EAF provides Hazmat training to those who ship hazardous materials.

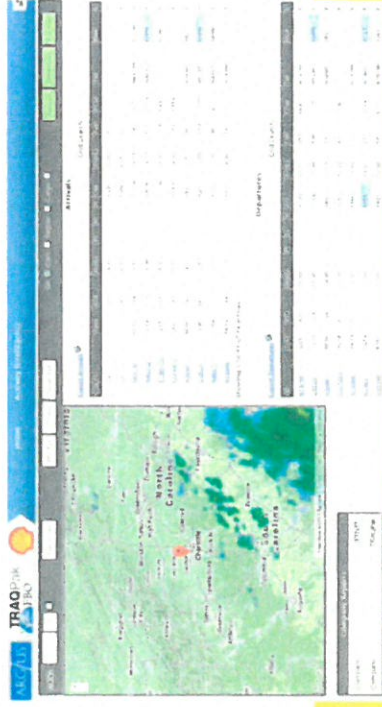
SPCC Training – Annual SPCC Certification Renewal.



Shell Aviation



- What is TRAQPak FBO?
 - TRAQPak FBO is a product developed by ARGUS. Designed to provide a live flight tracking web portal with owner/operator contact information alongside historical data and analysis.
 - TRAQPak provides the most targeted, strategic information available by bringing together several of the world's largest business aviation databases and combining them with ATC aircraft movement data.



Log In To Your Account

Username

Password

Login

☐ Remember Me



Shell Aviation



How can TRAQPak help your FBO?

Marketing

- Ability to track activity at competing airports
- Custom reporting capabilities that allow you to view flight activity for one airplane or an entire fleet
- Ability to pull historic activity for data and analysis

Customer Service

- Interactive & searchable arrival & departure grids
- JETNET owner/operator contact information (fully exportable)
- Ability to add local and network notes
- Live flight tracking powered by FlightVIEW® so that you're never surprised by an arrival



UNIFORMS AND SUPPLIES

EAF is pleased to announce its new partnership with UniFirst!

Benefits include:

Pricing on par with what is provided to national FBO's/chains.

A smooth transition from any existing vendor*—including measuring services.

*Upon conclusion of your existing contract or following proper notification (if applicable/required).

A broad range of apparel for both men and women.

In addition to uniforms UniFirst simplifies management overhead by offering: Mops, soaps, hand towels, red carpets, and a full-range of other common supplies.

UniFirst **U1st**



Shell Aviation

SHELL FBO NETWORK – HERTZ PARTNERSHIP

Hertz Understands FBOs

Hertz Provides—

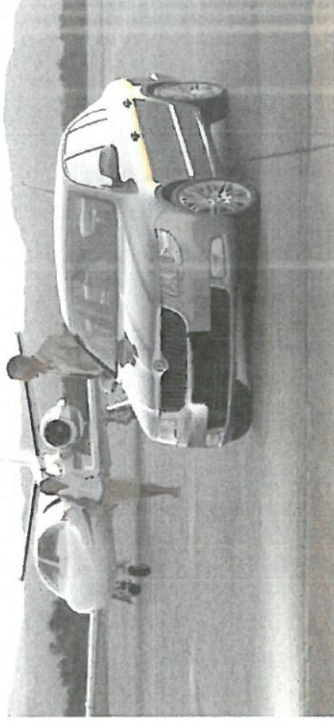
Competitive Revenue Sharing

**Tiered Commissions based on Sales
Growth**

Free Crew Cars

The Hertz logo is displayed in a bold, black, sans-serif font. The letter 'H' is stylized with a horizontal bar that extends to the left and curves upwards. A registered trademark symbol (®) is located at the top right of the letter 'z'. The logo is centered within a yellow rectangular background.

Journey On™



Shell Aviation

BARON QuickLink – EAF PARTNERSHIP

WEATHER

— the world over —

Baron provides accurate and comprehensive weather technologies around the world. Whether for meteorological agencies, broadcast television, mobile users or emergency management, a customized weather solution is available for any application.



Accurate Data You and Your Customer Can Trust

NEXRAD radar, lightning, METARs, storm tracking and so much more—data for all QuickLink subscription services is quality-ensured by a 24/7 staff of degreed meteorologists. Higher-end aviation weather packages add invaluable high-altitude products for icing and turbulence.

Works with Most FBO Data Connections

All you need to receive Baron QuickLink data is an Internet-connected PC. For the US Aviation data package, ideal ways to connect include air cards, Wi-Fi, and high-speed or dial-up Internet connections.



Shell Aviation



- 

Concierge
Business & Travel
- Navigation Reporting Inbox Setup Support
- Home Search Mailbox Reports Requests < New Reservation
- ## Schedule — Charlotte Douglas International Airport, Charlotte, North Carolina (CLT/KCLT)
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- Charlotte Douglas International Airport
March 2020
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- Concierge
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- Navigation Reporting Inbox Setup Support
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ADVERTISING, SALES, AND PROMOTION

- **Industry show participation** including NATA, NBAA, Schedulers and Dispatchers to promote the FBO dealer network and Shell brand
- **National Advertising** in trade journals and magazines.
- **Branded Uniform Program** – Your FBO may purchase uniforms from a vendor of its choice or through the Shell website store at shopshellaviation.com.
- **Shell Signage**---The Shell Pecten is one of the most recognized trademarks in the world. Shell signage will be provided **free of charge**.
- **FBO Showcase** – Eastern Aviation Fuels features their dealers in National Publications.



Shell Aviation

FBO SHOWCASE

EAF promotes its Shell branded FBO network by showcasing Shell dealers in national trade publications.





FBO Showcase

Panorama Flight Service HPN
White Plains, NY





From Panorama Flight Service, Inc.'s twelve hangars, a total of 100,000 gallons of Shell aviation fuel is delivered to the HPN and 10 other airports in the White Plains area.

- Full Service FBO
- Most Convenient Ramp Access at HPN
- Personalized Customer Service

"We emphasize to our staff customer support team that they are employed by the customer they serve, and the importance that our customers always feel their business is valued and appreciated. Our goal is to consistently provide a panoramic, stress-free experience for the flight crews and their passengers that reflects our facility and services."

Panorama's President, Jane Cavallaro

www.panoramafly.com
800 391 7208



Shell AeroClass

© 2007 Shell Aviation. All rights reserved. Shell is a registered trademark of Shell International Chemical Company. All other trademarks are the property of their respective owners.



Distributor of Shell Aviation products

LINE SERVICE SUPPLIES

Knowing how difficult it is for our FBOs to acquire aviation parts and equipment, EAF is a distributor for the leading makers of refueling related equipment. Eastern maintains a large parts inventory to handle an FBOs unexpected emergency, and we work hard to negotiate the lowest prices from our suppliers so that we can pass these savings along to our customers.



Shell Aviation

EASTERN AVIATION INSURANCE

Our subsidiary company, Eastern Aviation Insurance Services, specializes exclusively in the aviation insurance arena and can offer a detailed comprehensive insurance program for your FBO. We can make recommendations and evaluate in the following areas:

- AIRPORT PROPERTY COVERAGE
- AIRCRAFT HULL AND LIABILITY
- HANGAR KEEPERS LIABILITY
- AIRPORT LIABILITY



Shell Aviation

INCENTIVES

- We will offer Co-op advertising monies to help cover the costs of advertising for the Sikeston Memorial Airport.
- We will offer the first order of uniforms at the Sikeston Memorial Airport at no cost.
- Mike Mattern, our Senior Quality Control Specialist, will come and perform an initial Quality Control Inspection Audit on the fuel farm and fuel trucks at the Sikeston Memorial Airport.
- Steve Johnson, your Sales Representative for Eastern Aviation Fuels/Shell Aviation, lives in Murfreesboro, TN and he fly's a Beechcraft Bonanza F-33, so he is readily available for any issues, concerns, or problems at the Sikeston Memorial Airport.
- Will offer \$1,000.00 to go toward promotion of the Shell Aviation AeroClass Pilot Incentive Program.



Shell Aviation



For more Information Contact:

Steve Johnson
Eastern Aviation Fuels
Sales Representative
Mobile: 615-477-7266
Home Office: 615-867-6432





Shell Aviation

Eastern Aviation Fuels, Inc.



SEALED PROPOSAL: AIRPORT FUEL BRANDING – RFP#18-41

WEDNESDAY, FEBRUARY 21, 2018 – 2:00 PM (CST)

City of Sikeston
City Clerk's Office
105 E. Center Street
Sikeston, MO 63801

Eastern Aviation Fuels
Steve Johnson
601 McCarthy Blvd
New Bern, NC 28562

1. Fuel Branding Proposal

a. **Cost of branding:** there will be not cost to the Sikeston Memorial Airport to become a Shell Aviation Branded Dealer.

b. **Description of branding method:** if awarded the fuel contract, Eastern Aviation Fuels/Shell Aviation will provide the Sikeston Memorial Airport the paperwork (forms) that will need to be filled out so that we can put the airport "in our system". Interior and exterior advertising will be ordered for the airport. Our Quality Control Director, Mike Mattern will come by to perform a Quality Control Inspection and Audit of the fuel farm and fuel trucks. Once Mike Mattern has determined that the Sikeston Memorial Airport has met all of the Industry Minimum Standards, he will give the green light for the account to be "turned on". This will allow the credit card POS machine to be shipped and installed, along

with updating the self-serve credit card machine. Eastern Aviation Fuels/Shell Aviation will assume the liability of any existing fuel that is in the fuel farms and Branded Dealer, and can begin to sell fuel under the Shell Aviation banner.

2. Incentives for Branding

- a. **Insurance:** please refer to section 8 and section 15 of the Fuel Proposal.
- b. **Marketing:** please refer to section 13 of the Fuel Proposal, and also the Shell Aviation Marketing Proposal.
- c. **Signage:** Eastern Aviation Fuels/Shell Aviation will provide one lighted pole or hangar mounted Shell Aviation Sign.
- d. **Programs for credit cards:** please refer to section 7 of the Fuel Proposal.
- e. **Training:** please refer to section 10 of the Fuel Proposal.
- f. **Events:** please refer to section 13 of the fuel proposal, and also the Shell Aviation Marketing Proposal.
- g. **Inspections, Testing and Filters:** please refer to section 10 of the Fuel Proposal.
- h. **Other:** please refer to section 16 of the Fuel Proposal.

3. Cost of Fuel

- a. **Method used to price fuel:** Jet fuel is based on the Gulf Coast Argus Previous Week's 5-Day Mean. Avgas 100LL is based on the Weekly Market Rack Price. Please refer to section 3 of Fuel Proposal.
- b. **Delivery method and cost:** please refer to section 4 and section 3 of the Fuel Proposal.
- c. **Method to assure competitiveness of pricing:** we base our selling of Jet fuel, which is a commodity, on the Gulf Coast Argus Index. We base our selling of Avgas on the Weekly Market Rack Price at the terminal.

4. Availability of Fuel

- a. **Time to delivery:** depending on when fuel is ordered, under normal circumstances, it will take 24-48 hours to deliver the fuel order.
- b. **Provide assurance to provide fuel:** if primary terminal is down, Eastern Aviation Fuels/Shell Aviation has back up terminals to deliver fuel. Please refer to section 3 for primary terminals and back up terminals for Jet fuel and Avgas 100LL.

5. Lease and/or Purchase Jet Fuel and Avgas 100LL Tanker Trucks

Please see section 5 of the Fuel Proposal.

6. Length of Contract

Length of contract is three (3) years. Please refer to section 4 of the Fuel Proposal.

7. Method and Recourse to Address Concerns and Discrepancies During

Contract. Eastern Aviation Fuels has been in business since 1975, and was started by Buddy Stallings. Buddy is the CEO of the company, and is still the sole owner of Eastern Aviation Fuels, and his son, Robbie Stallings is the President of Eastern Aviation Fuels. This coming May, of 2018, will be my 19th year employed with Eastern Aviation Fuels. Please refer to section 1 of the Fuel Proposal. Buddy Stallings, Robbie Stallings, and myself, Steve Johnson, have provided our work numbers, cell numbers, and home numbers. If I cannot, or do not respond to any concerns or discrepancies presented to me from the Sikeston Memorial Airport, you can then call the owner or his son. If this happens, Buddy Stallings and Robbie Stallings will meet with me, and make sure that this does not happen again with one of my accounts.

8. Completed Non-Kickback/Non-Collusion Affidavit (See Attached)

The Non-Kickback/Non-Collusion Affidavit has been signed and notarized, and is included with this proposal.

Each Vendor must provide:

1. Complete Contract Information

a. Physical and Mailing address of vendor:

Eastern Aviation Fuels
601 McCarthy Blvd.
New Bern, NC 28562

Eastern Aviation Fuels
P.O. Box 12327
New Bern, NC 28561

b. Phone Numbers (Office, Fax, Salesperson):

800-334-5732 (office)
252-633-3125 (fax)

Steve Johnson – Sales Representative – 615-477-7266 (cell)

c. Company website and social media links:

www.easternaviationfuels.com

Social Media Links: Facebook – Instagram – Twitter

d. Contact Person:

Steve Johnson

1302 Halifax Court

Murfreesboro, TN. 37130-1700

615-477-7266 (cell)

e. Contact Person Email:

sjohnson@easternaviationfuels.com

f. Name and Title of Person Authorized to Sign Contract:

Robbie Stallings – President

2. References of Other Customers and Their Contact Information

Cape Aviation

Cape Girardeau Regional Airport – Cape Girardeau, MO

Derrick Irwin

573-335-6632 (work) – dirwin@cityofcapegirardeau.org (email)

Farmington Regional Airport

Farmington, MO

Chuck Sitzes

573-756-4502 (work) – kfam@farmington-mo.gov (email)

Poplar Bluff Municipal Airport

Poplar Bluff, MO

Gary Pride

573-686-8669 (work) – gpride@pbcity.org (email)

Ideal Aviation

St Louis Downtown Airport – Sauget, IL

Bill Macon

618-337-3400 (work) – bill.macon@idealfbo.com (email)

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 Eastern Auction Firms, 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.

Stephen E. Johnson
Bidder's Signature

STATE OF Kentucky,)
COUNTY OF Rowan) SS

On this 20th day of February, 2014, before me personally appeared Stephen Johnson, 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 Rowan County, 20th, the day and year first above written.

Jenica Angle #572051
Signature, Notary Public

My Commission expires: January 30th, 2021

SAMPLE CONTRACT

AVIATION FUELS CONTRACT

5. TERMS: Buyer agrees to pay cash at time of delivery for all such aviation fuels. If Seller shall extend credit to Buyer, Buyer agrees to pay for all such aviation fuels via EFT (Electronic Funds Transfer) 10 days from delivery date. Seller reserves the right to withdraw these terms and demand certified cash payments on delivery without assigning any cause for such action. The failure or refusal of Buyer to comply with the requirements which the Seller may impose hereunder as to payment shall entitle the Seller to suspend delivery pending such failure or refusal or to terminate

this agreement forthwith. The suspension or termination of this agreement because of the failure of Buyer to perform any of the agreements herein contained shall not in any way prejudice Seller's other rights hereunder.

If Buyer's account with Eastern Aviation Fuels is in arrears, the Buyer hereby agrees that the Seller, at his discretion, may request credit card companies to reimburse Eastern Aviation Fuels with Buyer's credit card receipts and hereby authorizes the credit card company to send credit card reimbursement to Eastern Aviation Fuels.

It is further agreed that the Seller, in lieu of reimbursing Buyer for credit card receipts, may apply the reimbursement to the outstanding balance on Buyer's account.

6. ATTORNEY AND/OR COLLECTION FEES: If the Buyer becomes in default of the terms of this agreement, Buyer agrees to a late payment charge on any delinquent balance in the amount of 1.5% per month, 18.0% per annum or the maximum amount permitted by law from the date of default. Buyer agrees to pay any attorney or collection fees if incurred in the collection of any delinquent balance or the enforcement of this contract.

7. TAXES, FEES, AND AIRPORT CHARGES: Any tax or other charge imposed by any governmental authority or other agency upon the commodity herein sold, or on the production, sale, transportation, or delivery thereof, or any feature thereof or of this agreement, existing at the time of delivery thereunder, shall be added to the price hereunder and paid by Buyer.

8. FAILURE TO PERFORM: If Seller's supplier should at any time during the life of this contract discontinue the marketing of any or all grades of aviation fuels in Buyer's territory, Seller shall be relieved of all obligation to sell or deliver such discontinued grade or grades to Buyer and Buyer shall be at liberty to purchase such discontinued grade or grades from other sources.

9. CONDITIONS: All orders hereunder will be filled with reasonable promptness, but it is mutually agreed that Seller shall not be obligated to furnish goods hereunder, nor be liable in damages for failure to do so, in the event acts of God, strikes, difficulties with its workers, lockouts, fires, foreign or domestic governmental authority, war conditions in this and any foreign country, accident, delays by railway or other methods of transportation, or other causes beyond its control, shall render it impossible for Seller to do.

10. TRADEMARKS: Seller grants to Buyer a nonexclusive, non-transferable right to use the "Shell Aviation" brand or licensed trademark in connection with the sale of Aviation Fuel at Buyer FBO. Buyer will conform to the branding rules of usage set forth by Seller. Nonconformance to these rules will result in the de-branding of the Buyer FBO.

11. HEALTH, SAFETY & ENVIRONMENTAL ("HS&E") COMPLIANCE:

(a) Product Handling - Buyer shall exercise extreme caution in the storing, handling, and dispensing of Aviation Fuel, including daily inspection of all storage and dispensing equipment to prevent or eliminate contamination in any form, including commingling with other fuels. Buyer shall, immediately notify Seller of any instance of Aviation Fuel contamination or commingling with other fuels.

(b) Environmental Compliance - Buyer shall observe any and all federal, state, and municipal laws, ordinances, rules and regulations, user permits, and the like pertaining to the composition, handling, storage and dispensing of Aviation Fuel purchased hereunder including, without limitation, any and all laws, ordinances, rules and regulations pertaining to the volatility or vapor pressure of Aviation Fuel and the storage of same in aboveground or underground storage tanks. Buyer shall comply with any reasonable program instituted by Seller to assure compliance with any such laws, ordinances, rules and regulations.

12. INSURANCE TO BE MAINTAINED BY BUYER: Buyer shall purchase and maintain at Buyer's expense the following insurance coverage in order to be a branded Shell Aviation FBO:

(a) Commercial General Liability Insurance, including premises and operations as well as products/completed operations liability for aviation products and refueling operations with minimum limits of five hundred thousand dollars (\$500,000) without restrictive per person sub-limits for bodily injury and/or property damage.

(b) Name both Shell Aviation, d.b.a. Shell Oil Products Company U.S., LLC and Eastern Aviation Fuels, Inc., as additional insured parties with respect to liability arising from Buyers aviation operations. Operations including refueling, de-fueling and/or lubrication of aircraft.

Excess Aviation Refueling Liability Insurance in the amount of 50 million dollars (\$50,000,000) will be provided Buyer free of charge provided Buyer secures and maintains said underlying insurance.

In the event Buyer is able to secure said insurance, only with \$100,000 per-person sub-limits for bodily injury Buyer will be permitted to be a branded Shell Aviation FBO, but will not be eligible for the 50 million excess liability insurance program.

Buyer may elect not to participate in the Excess Aviation refueling Liability Insurance program, but will be required to maintain insurance meeting the above criteria to be a branded Shell Aviation FBO.

13. CHARGE / CREDIT CARD PROGRAM: Invoices from credit and charge card sales may be purchased by Seller from Buyer for approved charge and credit cards, but only as to such merchandise and services and upon such express regulations and instructions as may be set forth in the "Shell Merchant Terms and Operating Procedures Manual" published by Seller and furnished to Buyer from time-to-time. Upon failure by Buyer to comply strictly with such regulations and instructions, Seller shall have the right to charge back to Buyer any amounts represented by non-complying sales. Such regulations and instructions, as amended or supplemented from time-to-time at Seller's sole discretion, shall be deemed part of this Agreement. Buyer shall accept and honor all credit card, charge card, fuel card, contract fuel, and other payment methods designated by Seller. All transactions shall be processed via point-of-sale devices and web-enabled processing solutions that are designated and provided by Seller or 3rd party software vendors designated and approved by Seller.

14. CONTRACT FUEL PROGRAM: Seller offers a comprehensive Contract Fuel Program, and Buyer agrees to participate in this program exclusively. Buyer represents and warrants that all contract fuel sales will be through Seller's Contract Fuel Program and that it will not use any other Supplier or Reseller Contract Fuel Program. Buyer agrees that into-wing services provided by Buyer to Seller's contract fuel customers will be at a fee lower than any other fee offered to other Resellers. Buyer agrees to process all Reseller transactions via Seller's Contract Fuel Program.

15. NOTICES: Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by certified or registered mail, return receipt requested:

SELLER: EASTERN AVIATION FUELS, INC.
Post Office Box 12327
New Bern, North Carolina 28561

BUYER: SIKESTON MUNICIPAL AIRPORT
160 Airport Road
Sikeston, MO 63801

16. MERGER: There is no arrangement, agreement or understanding, by or between the contracting parties expressed or implied in any manner relating to the subject matters hereof nor herein specifically stated, and this Agreement shall not be altered or amended except in writing signed by both Buyer and Seller.

This the _____ day of _____, 20____.

EASTERN AVIATION FUELS, INC.

By: _____

Robert L. Stallings, IV, President

WITNESS: _____

By: _____

Jay Lancaster – Director of Public Works

WITNESS: _____

Cost Comparison

Fuel Services for Sikeston Memorial Airport

Fuel Supplier	Fuel Company Affiliation	Delivered Fuel Price/Gallon (Week of 2/20/18)		3,000 Gallon Jet A Fuel Truck Rental/Month		Proposed Contract Term
		Jet A	AvGas	New(er)	Used	Years
Eastern Aviation Fuels	Shell	\$1.98790	\$2.86890	\$1,500	\$800	3
Satterfield Aviation Fuels	Phillips 66	\$2.07904	\$3.10000			5
World Fuel Services	Phillips 66	\$2.10000	\$3.03000	\$1,600	\$800	5
Av Fuel	Av Fuel	\$1.93470	\$2.85870	\$1,500	\$1,150	5

Council Letter

Date of Meeting 18-03-26

Originating Department: Public Works

To the Mayor and City Council:

Subject: Authorization to Approve Proposal from Allgeier Martin for Stormwater Study in the Anderson/Applegate Area

Attachments:

1. Allgeier Martin Proposal
2. Work Authorization Agreement
3. Rate Schedule

Action Options:

1. Authorization to approve proposal from Allgeier Martin for stormwater study
2. Other action the City Council deems appropriate.

Background:

The Anderson/Applegate area continues to be one of our most prone areas to flooding within the city limits. Staff recommends engaging Dr. Charles Patterson with Allgeier Martin to continue his study in this area to make recommendations for improvements to reduce the flooding impacts.

We considered an RFP/RFQ process for this study, but due to the ground work that has already been laid by Dr. Patterson on this watershed with his flood map revisions to the north, it only makes sense to continue with Allgeier Martin.

The cost of the study is \$15,000, and it is included in the current year's budget.



March 13, 2018

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

Re: Proposal for professional engineering services
Analysis of stormsewer systems along Anderson St and E Malone Ave located east of N Main Street.

Dear Mr. Lancaster:

Thank you for the opportunity to submit our proposal for professional engineering services for the stormwater projects along Anderson St., Applegate Boulevard, and E Malone Avenue located east of North Main Street to the confluence with Lateral B. This letter proposal outlines our scope of work, schedule and payment terms.

1 Project Description

The projects are located adjacent to the Fire Station on Anderson St. and west along Anderson St. to Lateral B at the abandon Missouri Pacific RR bridge between Linn St. and E Malone Avenue.

2 Scope of Services

The following items are considered part of the basic scope of services:

- 2.1 Analysis of the existing system to determine the effectiveness of potential detention adjacent to the Fire Station to reduce the risk of flooding dwellings along Anderson Street. Provide potential alternative(s) if detention adjacent to Fire Station is determined to be ineffective.
- 2.2 Analysis of the existing system to determine the effectiveness of potential detention near the intersection of Anderson St. and Applegate Boulevard to improve the effectiveness of the existing system. Provide alternative(s) such as adding additional stormsewer along Applegate Boulevard if detention is determined to be ineffective.
- 2.3 Determine the benefits of increasing the size of the open channel located in the former Missouri Pacific RR right-of-way between Pine St. and Lateral B. Also evaluate installation of an outlet control structure at Pine Street.
- 2.4 Attend kick off meeting including site visit to review existing system and to determine if survey data will be needed.
- 2.5 Attend meeting with city personal to discuss results and findings.

3 Deliverables

3.1 Letter report stating conclusions and recommendations.

4 Items Provided by the Owner

- 4.1 Arrange for safe access to and make all provisions for Allgeier, Martin and Associates, Inc., (AMA) personnel to enter upon public and private property as required to perform services under this agreement.
- 4.2 Review proposed site location and key design elements with AMA personnel.

5 Additional Services

Additional services will be billed hourly in accordance with the attached rate schedule. Written authorization will be obtained prior to performing additional services. The following items are considered additional services:

- 5.1 Construction staking.
- 5.2 Preparation of a 404 permit application or coordination with permitting officials.
- 5.3 Preparation of an NPDES permit application.
- 5.4 Construction observation, review of pay requests or shop drawing review.
- 5.5 Geotechnical investigations.
- 5.6 Field surveys other than those listed above.
- 5.7 Site visits other than those listed in Section 2, Scope of Services.
- 5.8 Meetings other than those listed in Section 2, Scope of Services.

6 Schedule

Project deliverables will be completed within approximately 90 days.

7 Fees

Our fee for the scope of services listed above is hourly with a not to exceed maximum of \$15,000.00. Work in progress will be invoiced monthly based on estimated percent complete. Payment is due within 30 days of receipt of the invoice. Payment not received within 30 days will be subject to a late fee of 1.5% per month from the date of invoice until payment is received. Payment is not contingent upon any party not signatory to this agreement.

8 Limitation of Liability

Allgeier Martin and Associates, Inc.'s maximum aggregate liability for all damages connected with its services for the project is limited to the compensation paid for services.

Mr. Jay Lancaster, P.E.
Page 3
March 13, 2018

9 Termination

Either party may terminate this agreement with 10 days advanced written notice. The engineer shall be paid for all work completed prior to the date of termination. In the event of a dispute between the parties to this contract as to services provided or payment therefore, either party shall have the right to collect from the other its reasonable costs of collection including a reasonable attorney's fee to be determined by a court of competent jurisdiction, mediator or arbitrator.

10 Notices

None.

11 Signatures

This proposal is valid until April 13, 2017. If this proposal is acceptable to you, please sign the attached Work Authorization Agreement and return a copy to our office and we will begin work immediately. We appreciate the opportunity to work with you. Please call if you have any questions.

Sincerely,
ALLGEIER, MARTIN and ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read "Charles E. Patterson".

Charles E. Patterson, Ph.D., P.E., CFM
Vice President, Hydro Division

Enclosure


ENGINEERING SERVICES WORK AUTHORIZATION AGREEMENT

Allgeier, Martin & Associates, Inc., (hereinafter called the Engineer) is pleased to provide the engineering services described herein. This Agreement provides authorization to proceed with the work and confirms the terms and conditions under which the services are provided.

Compensation will be based on the maximum, not to exceed fee. If it is necessary to modify the scope of the project during the execution of the work, we will promptly seek a mutually agreeable revision of the scope of work and the associated fees.

Maximum, Not to Exceed Fee: \$15,000.00

Date: March 13, 2018

By: 
Charles E. Patterson
Vice President

ALLGEIER, MARTIN and ASSOCIATES, INC.
Hydro Division
ROLLA, MISSOURI

PROJECT NAME: **Analysis of stormsewer systems along Anderson St. and E
Malone Ave. east of N Main St.**
PROJECT LOCATION: **Sikeston, Missouri**

FOR PAYMENT OF CHARGES: Invoice to the Account of:
Mr. Jay Lancaster, P.E.
Director of Public Works
City of Sikeston, MO
105 E Center Street
Sikeston, MO 63801

WORK AUTHORIZED BY:

Date

Name and Title

Signature

SCOPE OF WORK:

See attached letter dated March 13, 2018 from Dr. Charles Patterson to Mr. Jay Lancaster for project description, scope of services, items to be provided by Client, additional services, schedule, etc.

ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers and Surveyors

RATE SCHEDULE
2018

LABOR RATES

<u>Classification</u>	<u>Hourly Billing Rate</u>
	01/01/2018 thru 12/31/2018
Principal/Engineer IV	\$195
Principal/Engineer III	\$180
Project Manager/Engineer II	\$160
Project Manager/Engineer I	\$145
Technician III/GIS Specialist	\$132
Technician III	\$112
Technician II	\$100
Technician I	\$94
Two-Man GPS Survey Crew	\$185
One-Man GPS Survey Crew	\$145
Three-Man Survey Crew	\$201
Two-Man Survey Crew	\$160
Registered Land Surveyor II	\$170
Registered Land Surveyor I	\$150
Survey Crew Member	\$76
Right of Way Specialist	\$116
Project Representative III	\$112
Project Representative II	\$100
Project Representative I	\$92
Secretary/Assistant	\$76
Print Specialist	\$76

Note: All pre-approved overtime hours shall be invoiced at 1½ times the hourly billing rate shown above.

NON-LABOR RATES

<u>Item</u>	<u>Rate</u>
Travel	\$0.53 per mile (or current IRS rate)
Subsistence	Actual Cost
Lodging	Actual cost
Special Postage or Shipping	Actual cost
Printing	Actual cost
Surveying Materials	Actual cost
Subcontract Specialty Services	Cost + 10%

Council Letter

Date of Meeting: 18-03-26

Originating Department: Public Works Department

To the Mayor and City Council:

Subject: Award, Bid #18-10, CY-18 Street Improvement Program- Waters Engineering

Attachments:

1. Bid Tabulation Sheet
2. Engineer's Recommendation Letter

Action Options:

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

Background:

On March 13, 2018 the city received two (2) bids for the milling and overlaying of Kingshighway Street from Greer Street to South Main Street. This project also includes replacing the curb ramps at the street intersections along Kingshighway to be compliant with ADA requirements.

This work is part of the routine CY-18 Street improvement Program and will be completed before the start of the next school year, with funding appropriated through the Transportation Sales Tax Fund and the Capital Improvement Fund.

Apex Paving of Cape Girardeau, Missouri submitted a low bid with a price of \$322,155.55. Our internal estimate for construction for the project was \$325,476.00. At this time, we ask that Council award the bid to Apex Paving.

The bid tabulation sheet is attached for your review.

BID TABULATION								
2018 Street Improvements								
City of Sikeston, Missouri								
Bid Invitation 18-10								
Bid Date: March 13, 2018			Apex Paving Company			ASA Asphalt		
			Cape Girardeau, MO			Advance, MO		
Kingshighway Pavement Improvements:								
Item No.	Item Description	Estimated Quantity	Unit Price	Extended Price	Sub-Total Bid Amount	Unit Price	Extended Price	Sub-Total Bid Amount
1	Cold Milling (0 to 4 inches)	17,505 SY	\$ 3.75 /SY	\$ 65,643.75		\$2.50 /SY	\$ 43,762.50	
2	Bituminous Mixture for Overlay	2,720 ton	\$ 67.00 /ton	\$ 182,240.00		\$77.00 /ton	\$ 209,440.00	
3	Heavy-Duty Concrete Removal & Replacement (8" concrete on 4"base)	266 SY	\$ 69.70 /SY	\$ 18,540.20		\$70.00 /SY	\$ 18,620.00	
4	Rem. Unsuitable Subgrade & Replace w/Crushed Stone	40 ton	\$ 43.00 /ton	\$ 1,720.00		\$ 75.00 /ton	\$ 3,000.00	
5	Manhole Top Adjustments	6 EA	\$ 420.00 /EA	\$ 2,520.00		\$500.00 /EA	\$ 3,000.00	
6	Water Valve Box Top Adjustments	10 EA	\$ 50.00 /EA	\$ 500.00		\$50.00 /EA	\$ 500.00	
7	Traffic Control	1 LS	-	\$ 9,200.00		-	\$ 10,000.00	
8	Pavement Markings	1 LS	-	\$ 4,000.00		-	\$ 7,500.00	
Sub-total for Kingshighway Pavement Improvements (the sum of Items 1 to 8):					\$ 284,363.95			\$ 295,822.50
Deductive Alternate No. 1 - Kingshighway Sidewalk Ramp Improvements, South of Gladys								
Item No.	Item Description	Estimated Quantity	Unit Price	Extended Price	Sub-Total Bid Amount	Unit Price	Extended Price	Sub-Total Bid Amount
D1.1	Removal & Replacement of Concrete Sidewalk & Base (5"/4")	92 SY	\$ 62.50 /SY	\$ 5,750.00		\$ 65.00 /SY	\$ 5,980.00	
D1.2	Riser Curb	282 LF	\$ 14.00 /LF	\$ 3,948.00		\$ 18.00 /LF	\$ 5,076.00	
D1.3	Truncated Dome Detectable Surface	102 SF	\$ 28.00 /SF	\$ 2,856.00		\$ 30.00 /SF	\$ 3,060.00	
D1.4	Telephone Manhole Top Adjustments	1 EA	\$ 1,000.00 /EA	\$ 1,000.00		\$ 1,200.00 /EA	\$ 1,200.00	
Sub-total for Deductive Alt. No. 1 - Sidewalk Ramp Improvements South of Gladys St.					\$ 13,554.00			\$ 15,316.00
Deductive Alternate No. 2 - Kingshighway Sidewalk & Ramp Improvements, Gladys & North								
Item No.	Item Description	Estimated Quantity	Unit Price	Extended Price	Sub-Total Bid Amount	Unit Price	Extended Price	Sub-Total Bid Amount
D2.1	Removal & Replacement of Concrete Sidewalk & Base (5"/4")	116 SY	\$ 62.00 /SY	\$ 7,192.00		\$ 65.00 /SY	\$ 7,540.00	
D2.2	Riser Curb	378 LF	\$ 14.00 /LF	\$ 5,292.00		\$ 18.00 /LF	\$ 6,804.00	
D2.3	Truncated Dome Detectable Surface	106 SF	\$ 28.00 /SF	\$ 2,968.00		\$ 30.00 /SF	\$ 3,180.00	
D2.4	New Concrete Sidewalk & Base North of Greer (5"/4")	124 SY	\$ 54.40 /SY	\$ 6,745.60		\$ 60.00 /SY	\$ 7,440.00	
D2.5	Telephone Manhole Top Adjustments	2 EA	\$ 1,000.00 /EA	\$ 2,000.00		\$ 1,000.00 /EA	\$ 2,000.00	
Total for Deductive Alt. No. 2 - Sidewalk & Ramp Improvements, Gladys St. & North					\$ 24,197.60			\$ 26,964.00
TOTAL BID AMOUNT FOR BID INVITATION 18-10					\$ 322,115.55			\$ 338,102.50

I, the undersigned, do hereby certify that the above is an accurate tabulation of all bids received on March 13, 2018, for the 2018 Sikeston Street Improvements under Bid Invitation 18-10.

John Chittenden

John Chittenden, PE



Waters Engineering, Inc.

Civil Engineering and Land Surveying

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

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

March 15, 2018

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

Re: 2018 Street Program
Kingshighway Improvements
Recommendation for Contract Award

Dear Mr. Lancaster:

Bids were opened on March 13, 2018, for the Kingshighway portion of your 2018 Street & Drainage Program. Attached is a tabulation of the bids received. Our recommendation for award of a construction contract follows:

1. Recommendation for Award.

This bid invitation was for the milling and overlay of Kingshighway from Greer to South Main. The project also included replacing the curb ramps at the street intersections along Kingshighway to be compliant with ADA requirements.

The low bidder for this invitation was Apex Paving Company of Cape Girardeau, MO, in the amount of \$322,115.55 for all items, which is within the project budget.

Apex Paving Company has completed many similar projects in Sikeston and the surrounding area, and based upon that work we can recommend award of the entire project with no deductive alternates to Apex Paving.

2. Project Budget.

The project budget would be as follows:

<u>Project Item</u>	<u>Amount</u>
Apex Paving Contract	\$322,115.55
Engineering & Inspection	35,432.00
Initial Project Budget =	<u>\$357,547.55</u>

3. Contract Implementation.

To get the project started the City would need to act to make an award of a construction contract to Apex Paving Company. 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 15 days after authorization.

Please call if you would like additional information.

Sincerely,

WATERS ENGINEERING, INC.



John Chittenden, PE
President

1st & 2nd Reading, Emergency Bill #6092
South Industrial Park Annexation

Information will be provided by the City Counselor
at the Council Meeting

**1st & 2nd Reading, Emergency Bill #6093
Annexation of Colon Kelly Property**

**Information will be provided by the City Counselor
at the Council Meeting**

Council Letter

Date of Meeting 18-03-26

Originating Department: Public Works

To the Mayor and City Council:

Subject: Authorization to Approve Driveway and Access Easement Agreement with the Missouri Highway and Transportation Commission (MHTC) regarding driveway easement at maintenance facility.

Attachments:

1. Draft – Driveway and Access Easement Agreement

Action Options:

1. Authorization to approve agreement with MHTC
2. Other action the City Council deems appropriate.

Background:

MoDOT Southeast District has approached the city requesting our approval to build a driveway entrance from East Malone Avenue across the railroad right-of-way into their maintenance facility. Staff has found this request acceptable, as long as they construct a paved surface, provide all maintenance and it be located at least 200' west of Edwards Avenue. A draft of a proposed agreement is attached for your review and consideration.

DRIVEWAY AND ACCESS EASEMENT AGREEMENT

This Agreement, made this _____ day of March, 2018, by and between The City of Sikeston, Grantor, and the Missouri Highways and Transportation Commission, Grantee.

WITNESSETH:

WHEREAS, Grantor is the owner of the real property described in Exhibit "A" attached hereto and made a part hereof ("City's Property"); and

WHEREAS, Grantee is the owner of the real property described in Exhibit "B" attached hereto and made a part hereof ("State's Property"); and

WHEREAS, Grantee desires to establish and create a driveway through and across City Property and establish an access easement for ingress to and egress from its respective properties and that certain public thoroughfare located in the City of Sikeston, Missouri, known as East Malone Avenue.

NOW, THEREFORE, in consideration of the premises and the mutual promises and benefits inuring to the parties hereto, Grantor and Grantee hereby agree as follows:

1. Grantor does hereby declare, create, grant and convey to Grantee an easement as defined below over, upon and across that portion of City's Property as may be designated, marked or set aside from time to time a driveway over and across certain areas of City Property that allow access from Grantee's Property to East Malone Avenue.

2. Grantee agrees, at its sole cost and expense, to construct the driveway over and across City's Property and to maintain and keep the driveway in a clean and good condition. Additionally, the construction and/or use of the easement shall not obstruct or interfere with any existing easements, licenses, leases, etc.

3. Said easement shall be constructed in a good and workmanlike manner using quality materials so that the driveway shall be paved with concrete, asphalt or other hard surface materials.

4. Said easement shall be located at least 200 feet West of the West right-of-way line of Edwards Avenue.

5. Said easement shall be at least 40 feet in width at the point where it intersects the paved portion of East Malone Avenue but the remaining portion generally not exceeding 32 feet in width.

6. Said easement shall be used exclusively for ingress and egress.

7. This Agreement is being entered into in accordance with and subject to the National Trails System Act and the terms and conditions contained in Decision served June 17, 2009 by the Surface Transportation Board in STB Docket No. AB33 (Sub-No. 261) (Trails use Decision). Also, the Grantor shall have the right to an unobstructed continuation of its "trail" to connect to any "trail" constructed by the Grantor or to complete any such "trail" as set out in the Natural Trails System Act.

8. The easement created hereby shall be deemed to be covenants running with the title to the land hereby affected, and shall be binding upon and inure to the benefit of the parties hereto and upon their respective legal representatives, successors and assigns and all parties claiming by, through or under the parties hereto, or either of them, shall be taken to hold, agree and covenant with the said parties hereto, and with their successors and assigns, and with each of them, to conform to and observe the provisions of this Agreement.

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

CITY OF SIKESTON

By: _____

"GRANTOR"

THE MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

By: _____

"GRANTEE"