

TENTATIVE AGENDA

REGULAR CITY COUNCIL MEETING
CITY HALL
COUNCIL CHAMBERS
105 E. CENTER ST., SIKESTON MO
Monday, March 28, 2022
5:00 P.M.

- I. CALL TO ORDER
- II. RECORD OF ATTENDANCE
- III. OPENING PRAYER
- IV. PLEDGE OF ALLEGIANCE
- V. ITEMS OF BUSINESS
 - A. 1st & 2nd Reading, Emergency Bill #6261, Authorization to Approve Utility Rate Rider Request
 - B. 1st Reading, Bill #6258, Amending Qualifications for Appointment to Tourism Advisory Board
 - C. 1st Reading, Bill #6259, Re-adoption of Fair Housing Policy
 - D. 1st & 2nd Reading, Emergency Bill #6260, Approve Amendment #1 to State Block Grant Agreement for Project 20-077B-2 – Airport Improvement Program
 - E. Authorization to Approve of Engineering Services Contract Supplemental Agreement No. 1 for Airport Project 20-077B-2
 - F. Approve Purchase of Message Sign for Public Works Department
 - G. Award Bid 22-60, Pickleball Court Conversion
 - H. Award Bids for Mowing of LCRA & City Nuisance Lots
 - I. Authorize Mayor to Execute Agripark Lease with Sikeston Area Economic Development Corporation
 - J. Other Items as May Be Determined During the Course of the Meeting
- VI. ADJOURNMENT

Dated this 22nd day of March 2022.

Rhonda Council

Rhonda Council, City Clerk



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

Phone: (573) 471-3328
Fax: (573) 471-7288
Webpage: www.sikestonbmu.org

Rick Landers, General Manager

3/15/22

Sikeston City Council
105 E Center
Sikeston, Mo 63801

RE: Utility Rate Request

Dear Council Members,

In 1996, the BMU entered into an agreement with Ameren whereby the BMU provided electric service to a small group of Ameren customers along Highway 61 North between Columbine Street and State Highway HH. In this arrangement, BMU supplied all of the energy for these customers, owned all of the energy delivery infrastructure except for the meter, and was paid monthly by Ameren for the energy supplied to those customers. Ameren recently gave BMU notice that they could not continue to serve these customers in this manner and drafted a territorial agreement with BMU where these customers would be ceded to BMU and become part of BMU's service area. This territorial agreement was recently approved by the Missouri Public Service Commission and, at this time, the meters have been changed out and these customers are now BMU customers.

In their review of the matter, the BMU Board noted that these customers are not in the City limits of Sikeston and deliberated on the applicability of BMU's current rates outside the City limits. From this deliberation, the BMU Board voted to recommend to the City Council that a utility rate Rider be applied to this group of customers whereby they pay a 10% surcharge on the applicable BMU utility rate that applies to them. A copy of this Rider is attached, as well as a map showing the area affected.

On behalf of the BMU Board, I hereby request the Council's consideration and approval of this utility Rider proposal.

Thank you for your consideration.

Sincerely,

Rick Landers
BMU General Manager

THIS BILL AS ADOPTED SHALL BECOME EMERGENCY ORDINANCE NUMBER 6261, UTILITY RATE RIDER FEES FOR BOARD OF MUNICIPAL UTILITIES CUSTOMERS OUTSIDE THE CITY LIMITS OF SIKESTON.

WHEREAS, in 1996 Board of Municipal Utilities (BMU) entered into an agreement with Ameren whereby BMU would provide electric service to a small group of Ameren customers along the east side of Highway 61 North between Columbine Street and State Highway HH; and

WHEREAS, BMU supplied all of the energy for these customers, owned all of the energy delivery infrastructure except for the meter and was paid monthly by Ameren for the energy supplied to these customers; and

WHEREAS, Ameren recently notified BMU that they could not continue to serve these customers in this manner and drafted a territorial agreement with BMU where these customers would be ceded to BMU and become a part of BMU’s service area; and

WHEREAS, this territorial agreement was recently approved by the Missouri Public Service Commission and at this time, the meters have been changed out and these customers are now BMU customers; and

WHEREAS, the BMU Board voted to recommend to City Council that a utility rate rider be applied to this group of customers whereby they pay a 10% surcharge on the applicable BMU utility rate that applies to them.

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

SECTION I. This ordinance shall not be codified in the Sikeston Municipal Code.

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

SECTION III. 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 IV. Emergency Ordinance. For timely billing purposes, this ordinance is adopted as an emergency measure.

SECTION V. Record of Passage.

- A. Bill Number 6261 was introduced to Council and read the first time this 28th day of March 2022.
- B. Bill Number 6261 was read the second time this 28th day of March 2022, discussed and voted as follows:

Williams, _____, Self, _____, Teachout, _____,
Baker _____, Merideth, _____,
Turnbow, _____, thereby being
_____, and
becoming ordinance 6261.

- C. Ordinance 6261 shall be in full force and effect immediately upon passage.

Greg Turnbow, Mayor

Approved As To Form
Tabatha Thurman, City Counselor

Seal/Attest

Rhonda Council, City Clerk

SIKESTON BOARD OF MUNICIPAL UTILITIES
107 E. Malone Ave. / PO Box 370
Sikeston, Missouri 63801

Date of Last
Rate Revision
August 15, 2021

ELECTRIC/WATER

RIDER-A

PAGE 1 of 1

This rider applies to BMU service territory, which is not in the City Limits of Siketon and located on the east side of U.S. Highway 61 between State Highway HH and Columbine Street.

For BMU customers in this service area, the following charges apply:

1. Current applicable BMU Service Rate plus 10%

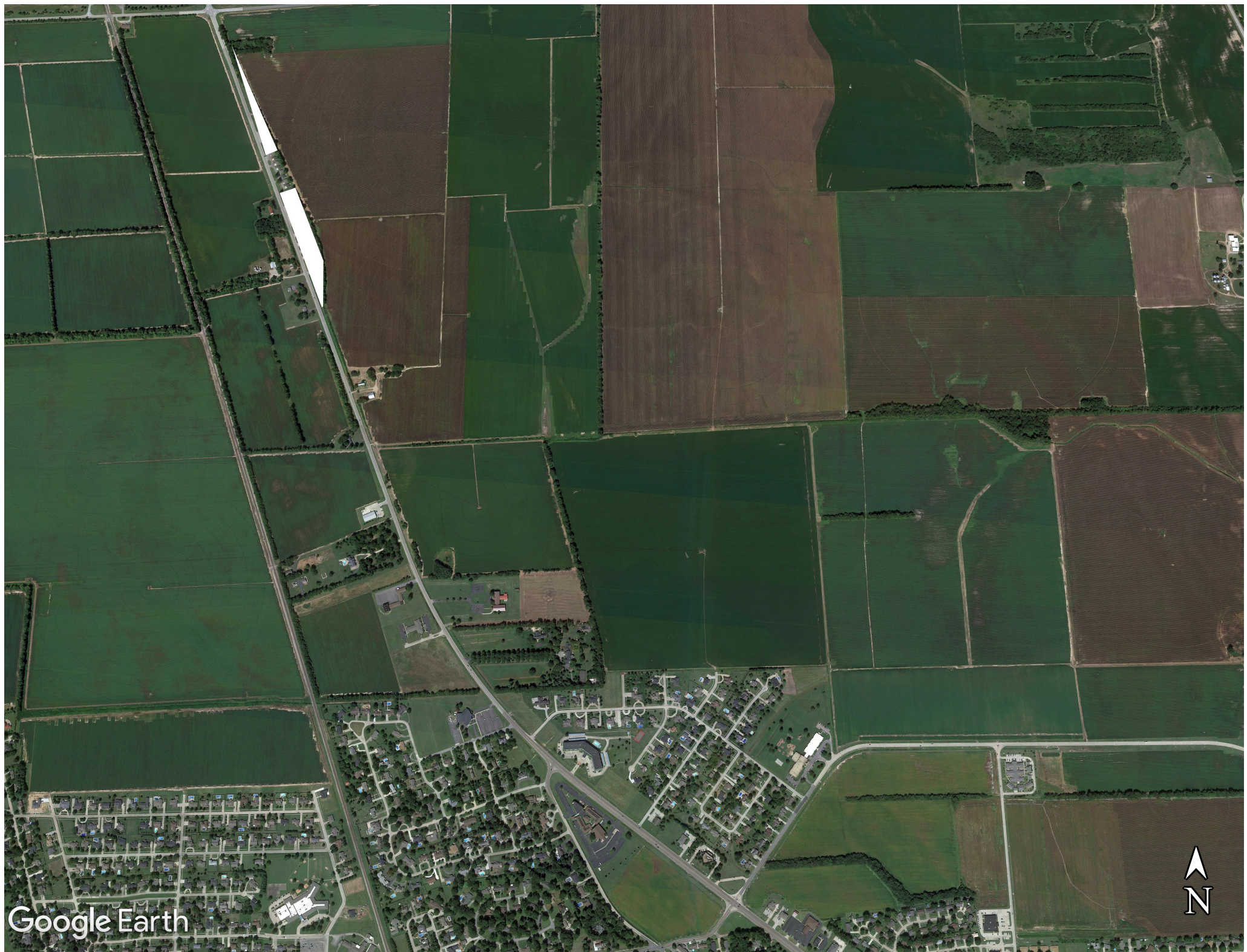
Date Approved _____

Mayor
City of Siketon

Date Effective _____



Chairman
Board of Municipal Utilities



Google Earth



Council Letter

Council Letter: 22-03-28

Originating Department: Department of Governmental Services

To the Mayor and City Council:

Subject: 1st Reading Bill 6258, Amending Qualifications For Appointment to the Tourism Board

Attachments:

1. Bill 6258

Action Options:

1. 1st Reading, Bill #6258
2. Other action as may be deemed appropriate

Background:

Currently, the qualification to be a member of the Tourism Board requires them to be a resident of the Sikeston area. Bill Number 6258 will amend the qualifications for appointment to read "Members shall be residents of Sikeston or be employed by a Sikeston business with a demonstrated interest in tourism". This will give local businesses (such as hotels) with employees who do not reside in Sikeston an opportunity to be part of the Tourism Board.

Staff recommends the adoption of Bill 6258 at the April 4th Council meeting.

BILL Number 6258

ORDINANCE Number 6258

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 5784 AMENDING CHAPTER 130, ARTICLE XI - TOURISM ADVISORY BOARD, SECTION 130.880 (A), OF THE CITY CODE OF 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 of the Sikeston Municipal Code.

SECTION II: Title 1, Chapter 130, Article XI-Tourism Advisory Board, Section 130.880 (A) shall be amended to read as follows:

Section 130.880. Qualifications For Appointment-Terms-Compensation-Vacancies-Removal.

A. Members shall be residents of the Sikeston area or be employed by a Sikeston business with a demonstrated interest in tourism.

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 6258 was introduced and read the first time this 28th day of March 2022.

B. Bill Number 6258 was read the second time and discussed this 4th day of April, 2022, and voted as follows:

Baker, _____, Merideth, _____, Self, _____,

Teachout, _____, Williams _____,

and Turnbow, _____,

thereby being _____

and becoming Ordinance 6258.

C. Ordinance 6258 shall be in full force and effect from and after May 4, 2022.

Greg Turnbow, Mayor

Approved as to form
Tabatha Thurman, City Counselor

Seal / Attest:

Rhonda Council, City Clerk

Council Letter

Council Letter: 22-03-28

Originating Department: Governmental Services

Subject: First Reading Bill #6259, Re-adoption of Fair Housing Policy

To the Mayor and City Council:

Attachments:

1. Bill 6259

Action Options:

1. Conduct first reading of Bill 6259
2. Other actions as Council may deem appropriate

Background:

Bill 6259 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 6259 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.)

2nd Reading of this bill has been scheduled for April 4, 2022.

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6259, 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 6259 was introduced and read the first time this 28th day of March 2022.
- B. Bill Number 6259 was read the second time and discussed this 4th day of April 2022, and voted as follows:

Williams, _____, Self, _____, Teachout, _____,

Baker _____, Merideth, _____,

Turnbow, _____, thereby being

_____, and

becoming ordinance 6259.

- C. Ordinance 6259 shall be in full force and effect from and after May 4, 2022.

Greg Turnbow, Mayor

Approved as to form
Tabatha Thurman, City Counselor

Seal / Attest

Rhonda Council, City Clerk

Council Letter

Date of Meeting: 22-03-28

Originating Department: Public Works Department

To the Mayor and City Council:

Subject: 1st and 2nd Reading of Emergency Bill #6260 Authorizing the Mayor to execute a contract between the City of Sikeston and the Missouri Highways and Transportation Commission for Approval of State Block Grant Agreement Amendment #1 for Project 20-077B-2

Attachment(s):

1. Bill # 6260
2. State Block Grant Agreement Amendment #1

Action Options:

1. 1st and 2nd Readings and consideration on Emergency Bill #6260, Authorizing the Mayor to execute a contract between the City of Sikeston and the Missouri Highways and Transportation Commission
2. Other action Council may deem appropriate

Background:

This is for the airport fuel facility project # 20-077B-2, MoDOT Aviation only appropriates funding one phase at a time. Now that we have received bids, this supplemental agreement is to add the necessary funding for construction and construction engineering services. The original agreement only covered design phase costs.

The City requests that Council approve Emergency Bill #6260 authorizing the mayor to sign SBGA Amendment #1. This will be handled through DocuSign.

THIS BILL AS APPROVED SHALL BECOME EMERGENCY ORDINANCE NUMBER 6121 AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT #1 TO THE STATE BLOCK GRANT AGREEMENT BETWEEN THE CITY OF SIKESTON, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR PROJECT# 20-077B-2 TO COVER COSTS ASSOCIATED WITH THE FUEL FACILITY THAT THE ORIGINAL AGREEMENT DID NOT COVER.

THEREFORE, 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: That the Agreement set forth on “Exhibit A” set forth the various responsibilities and liabilities of the parties regarding the State Block Grant Agreement Amendment #1 for Project# 20-077B-2.

SECTION III: The Mayor and such other officials as may be necessary are hereby authorized, empowered and directed to execute any documents necessary and proper to effectuate the same and specifically “Exhibit A” which is attached hereto and incorporated by reference.

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

SECTION V: 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 VI: Emergency Clause. This Ordinance is adopted as an emergency measure to comply with Missouri Highways and Transportation Commission requirements.

SECTION VII: Record of Passage:

A. Bill Number 6260 was introduced to Council and read the first time this 28th day of March 2022.

B. Bill Number 6260 was read the second time this 28th day of March 2022 discussed and was voted as follows:

Self _____, Teachout _____, Williams _____,

Baker _____, Meredith _____,

and Turnbow _____,

thereby being _____, becoming Ordinance 6260.

C. Upon passage by a majority of the Council, this Bill shall become Ordinance 6260 and shall be in full force and effect.

Greg Turnbow, Mayor

Approved as to Form
Tabatha Thurman, City Counselor

SEAL/ATTEST:

Rhonda Council, City Clerk

CCO Form: MO18
Approved: 05/94 (MLH)
Revised: 03/17 (MWH)
Modified:

Sponsor: City of Sikeston
Project No.: 20-077B-2

CFDA Number: CFDA #20.106
CFDA Title: Airport Improvement Program
Federal Agency: Federal Aviation Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
AMENDMENT TO STATE BLOCK GRANT AGREEMENT**

AMENDMENT #1

THIS AGREEMENT AMENDMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Sikeston (hereinafter, "Sponsor").

WITNESSETH:

WHEREAS, the parties entered into an Agreement executed by the Sponsor on September 8, 2020, and executed by the Commission on September 8, 2020, (hereinafter, "Original Agreement") under which the Commission granted the sum not to exceed Fifty Thousand Nine Hundred Three Dollars (\$50,903) to the Sponsor to assist with Design Fuel Facility; and

WHEREAS, the Commission previously approved funds for Design Fuel Facility; and

WHEREAS, the level of funding originally approved is not sufficient to cover the costs associated with Design Fuel Facility.

WHEREAS, the Commission has sufficient funds to increase the grant amount for Design Fuel Facility.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) ADDITIONAL GRANT: The Commission grants to the Sponsor an additional sum not to exceed Six Hundred Twelve Thousand Four Hundred Seventy-Eight Dollars (\$612,478) for the Design Fuel Facility project subject to the following conditions:

(A) The amount of this grant stated above represents Two Hundred Seventy-Nine Thousand One Hundred Forty-Six Dollars (\$279,146) at Ninety Percent (90%) of eligible project costs and Three Hundred Thirty Three Thousand Three Hundred Thirty-Two Dollars (\$333,332) at One Hundred Percent (100%) of eligible project costs.

(B) The Sponsor shall provide matching funds of not less than Thirty One Thousand Sixteen Dollars (\$31,016) toward the project in addition to those previously committed by the Sponsor in the Original Agreement.

(C) The project will be carried out in accordance with the assurances (Exhibit 1) given by the Sponsor to the Commission as specified in the Original Agreement.

(D) This Amendment shall expire and the Commission shall not be obligated to pay any part of the costs of the project unless this grant amendment has been executed by the Sponsor on or before May 15, 2022, or such subsequent date as may be prescribed in writing by the Commission.

(E) Based upon the revised project schedule, the original project time period of October 1, 2022, will be extended to October 1, 2023, to allow for completion of the work. Paragraph (2) of the Original Agreement is hereby amended accordingly.

(F) All other terms and conditions of the Original Agreement entered into between the parties shall remain in full force and effect.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below:

Executed by the Sponsor this ____ day of _____, 20____.

Executed by the Commission this ____ day of _____, 20____.

**MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION**

Title _____

Secretary to the Commission

Approved as to Form:

Commission Counsel

CITY OF SIKESTON

By _____

Title _____

By _____

Title _____

Approved as to Form:

Title _____

Ordinance No. _____
(if applicable)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as attorney for the Sponsor do hereby certify that in my opinion the Sponsor is empowered to enter into the foregoing grant Agreement under the laws of the State of Missouri. Further, I have examined the foregoing grant Agreement and the actions taken by said Sponsor and Sponsor's official representative have been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said state and the Airport and Airway Improvement Act of 1982, as amended. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said grant constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

CITY OF SIKESTON

Name of Sponsor's Attorney (typed)

Signature of Sponsor's Attorney

Date _____

Council Letter

Date of Meeting: 22-03-28

Originating Department: Public Works Department

To the Mayor and City Council:

Subject: Authorization to Approve of Engineering Services Contract Supplemental Agreement No. 1 for Airport Project 20-077B-2.

Attachments:

1. Consultant Supplemental Agreement No. 1

Action Options:

1. Authorize Staff to execute Agreement with Waters Engineering, Inc.
2. Other Action Council May Deem Necessary

Background:

Staff is seeking authorization to officially execute Supplemental Agreement No. 1 with Waters Engineering for the construction phase of the Airport Fuel Project #20-077B-2.

MoDOT Aviation only appropriates funding one phase at a time. Now that we have received bids, this supplemental agreement is to add the necessary funding for construction and construction engineering services. The original agreement covered design phase costs only. These costs are reimbursed 90% by MoDOT Aviation.

Project No.: 20-077B-2
Airport Name: Sikeston Memorial Municipal
County: Scott

AVIATION PROJECT CONSULTANT SUPPLEMENTAL AGREEMENT No. 1
(FEDERAL ASSISTANCE)

THIS Construction Services SUPPLEMENTAL AGREEMENT NO. 1 is entered into by the City of Sikeston, Missouri, (hereinafter, "Sponsor") and Waters Engineering, Inc., Sikeston, Missouri (hereinafter, "Consultant").

WITNESSETH:

WHEREAS, the Sponsor and the Consultant entered into an Agreement on September 1, 2020, to accomplish a fuel system project at the Sikeston Memorial Municipal Airport, (hereinafter, "Original Agreement"); and

WHEREAS, the Sponsor and the Consultant now desire to enter into Supplemental Agreement No. 1 to otherwise complete, extend or continue the Original Agreement as provided herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and representations contained herein the parties agree as follows:

(1) SCOPE OF SERVICES:

(A) The Services to be provided by the Consultant under Supplemental Agreement No. 1 are additional services which are beyond the scope of services provided in the Original Agreement. These additional professional services are generally described and defined in Section (17) of the Original Agreement and Exhibit II SA1, which is attached hereto and incorporated herein by reference.

(2) FEES AND PAYMENTS:

(A) The Consultant shall be reimbursed in accordance with Section (9) of the Original Agreement.

(B) The costs of Supplemental Agreement No. 1 shall be in addition to the cost of the Original Agreement.

(C) The lump sum fee and maximum amount payable included in Section (9) of the Original Agreement are hereby modified to be cost plus fixed fee not to exceed as follows:

	Original Amount	Supplemental Agreement No. 1	TOTAL
Fixed Fee	\$ 2,940.22	\$ 2,772.07	\$ 5,712.29
Max. Fee Payable	\$56,559.37	\$62,562.64	\$119,122.01

(D) Estimated costs for the services in Supplemental Agreement No. 1 are defined in Exhibit IV-SA1 and Exhibit V-SA1, which are attached hereto and incorporated herein by reference.

(3) PERIOD OF SERVICE: Exhibit VI, Performance Schedule, of the Original Agreement is hereby revised to include time for the performance of these additional services. The total time to be added to Exhibit VI for completion of these additional services shall be 425 calendar days. The projected completion date shown on Exhibit VI is now revised to be 425 calendar days beyond the date of the issuance of the notice to proceed to the contractor, which includes time for performance of all remaining services in the Original Agreement and the services in Supplemental Agreement No. 1 and submittal of all deliverables.

(4) DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

(A) DBE Goal: A DBE goal of zero percent has been established for this Supplemental Agreement No. 1.

(5) SUBCONSULTANTS:

(A) The Consultant agrees that except for those firms and for those services listed below, there shall be no transfer of engineering services performed under this Supplemental Agreement No. 1 without the written consent of the Sponsor. Subletting, assignment, or transfer of the services or any part thereof to any other corporation, partnership, or individual is expressly prohibited. Any violation of this clause will be deemed cause for termination of this Supplemental Agreement No. 1.

Exceptions (Subconsultant Information):

FIRM NAME	COMPLETE ADDRESS	NATURE OF SERVICES
Hanson Professional Services	13801 Riverport Dr., Suite 300, St. Louis, MO 63403	Fuel & Electrical Systems Shop Drawing Review and Inspection

(6) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Supplemental Agreement No. 1, the Original Agreement between the parties shall remain in full force and effect and the terms of the Original Agreement shall extend and apply to this Supplemental Agreement No. 1.

IN WITNESS WHEREOF, the parties have entered into this Supplemental Agreement No. 1 on the date last written below.

Executed by the Consultant this Ninth day of March, 2022.

Executed by the Sponsor this Ninth day of March, 2022.

CONSULTANT (Waters Engineering, Inc.): SPONSOR (City of Sikeston):

By  _____
John Chittenden, President

By _____
Jonathan Douglass, City Manager

ATTEST:

ATTEST:

By  _____
Darrall Hirtz, Vice President

By _____
Rhonda Council, City Clerk

EXHIBIT II-SA1

SCOPE OF SERVICES

The Consultant, in consideration of the payment on the part of the Sponsor, agrees to perform the engineering services as set out in this Exhibit.

The Consultant shall not proceed with services herein until a notice-to-proceed is received from the Sponsor unless otherwise requested by the Sponsor.

The following is a detailed description of the specific services that are required by this Supplemental Agreement.

CONSTRUCTION SERVICES

1. Preliminary
 - a. Prepare copies of the Construction Plans and Project Manual for use by the Contractor during construction.
 - b. Develop a Federal-Construction Observation Program in accordance with MoDOT requirements.
 - c. Include a sealed, signed and dated copy of the Construction Observation Program (COP) with this executed Supplemental Agreement.
 - d. Attend and conduct a pre-construction conference. Minutes of the conference will be prepared and distributed to all attendees.
2. Provide construction administration, on-site construction observation, and material(s) testing per the Construction Observation Program (COP):
 - a. Provide construction observation services, including preparation of weekly reports and other reports as required by the COP to document the prosecution and progress of the Project.
 - b. Review shop drawings and material certification submittals as provided by the Contractor.
 - c. Perform material(s) testing (field and laboratory) as required by the COP, including the subcontracted construction phase services of the architect and the architect's mechanical and structural engineers and the services of AASHTO certified material testing personnel and laboratory.

- d. Respond to field issues throughout the duration of the project.
- e. Prepare Contractor's progress estimates and Sponsor's request for reimbursement of funds.
- f. Prepare change orders and supplemental agreements necessary for construction of the project.
- g. Attend and conduct a final review of the Project with the Sponsor, MoDOT, and the Contractor

3. Project Closeout Phase

- a. Prepare and submit to the Sponsor and MoDOT one (1) electronic set of record drawings on a compact disc (CD) in .pdf format copied to a single file.
- b. Prepare and submit to the Sponsor and MoDOT a Final Testing Report as required by the COP.
- c. Provide MoDOT with all closeout documents as required for project final acceptance.

EXHIBIT IV - SA1

DERIVATION OF CONSULTANT PROJECT COSTS

**SIKESTON MEMORIAL MUNICIPAL AIRPORT
SIKESTON, MISSOURI
NEW FUEL SYSTEM**

**MoDOT-Aviation Project 20-077B-2
CONSTRUCTION PHASE SERVICES**

February 15, 2022

1. DIRECT SALARY COSTS:

Employee Classification	Estimated Hours	Direct Hourly Rate	Direct Labor Cost
Principal Engineer	48	\$ 65.00	\$ 3,120.00
Senior Engineer	0	\$ 65.00	\$ -
Sr. Tech/Land Surveyor	80	\$ 24.00	\$ 1,920.00
Technician	16	\$ 20.00	\$ 320.00
CAD/Junior Technician	0	\$ 18.00	\$ -
Land Surveyor	8	\$ 20.00	\$ 160.00
Survey Technician	8	\$ 18.00	\$ 144.00
Total Direct Salary Costs			= \$ 5,664.00

2. LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @ 226.28% of Direct Salary Costs
= \$ 12,816.50

3. SUBTOTAL LABOR & OVERHEAD:

Sub-total of Direct Labor & Overhead (Items 1 and 2) = \$ 18,480.50

4. PROFIT:

Percentage of Direct Salary & Overhead Costs @ 15.00% of Direct Salary Costs
= \$ 2,772.07

5. SUB-TOTAL FOR LABOR, OVERHEAD AND PROFIT FOR WATERS ENGINEERING:

Sum of Items 3 & 4 = \$ 21,252.57

6. OUT-OF-POCKET EXPENSES:

a. Mileage	0.0	\$0.54 / Mile =	\$0.00
b. Materials & Supplies			\$ -

Total Out-of-Pocket Expenses = \$ -

7. SUBCONTRACT COSTS:

Hanson Professional Services	\$ 41,310.07
0	\$ -

Total Sub-contracted Expenses = \$ 41,310.07

8. MAXIMUM TOTAL FEE:

Sum of Items 5, 6 & 7 = \$ 62,562.64
Not to exceed

EXHIBIT V - SA1											
SIKESTON MEMORIAL MUNICIPAL AIRPORT SIKESTON, MISSOURI NEW FUEL SYSTEM CONSTRUCTION PHASE SERVICES MoDOT-Aviation Project 20-077B-2 February 15, 2022											
Employee/Classification:			Principal Engineer	Senior Engineer	Senior Technician	Junior Technician	Technician	Land Surveyor	Survey Technician	Reimbursable Expenses	
Direct Hourly Pay Rate:			\$65.00	\$65.00	\$24.00	\$20.00	\$18.00	\$20.00	\$18.00	Materials	
Total Hourly Billing Rate:			\$243.89	\$243.89	\$90.05	\$75.04	\$67.54	\$75.04	\$67.54	Supplies	
Labor & General Administrative Rate = 2.2628 Mileage Rate = \$0.54 per mile Profit Rate = 15.00%											
A. BASIC SERVICES											
1. Preliminary Construction Phase:											
Total Hourly Billing & Expenses for Item A.1 = \$			3,902.31	\$	3,902.31	16 Hrs	0 Hrs	0 Hrs	0 Hrs	0 Hrs	0
2. Construction Period:											
Total Hourly Billing & Expenses Item A.2 = \$			12,247.25	\$	3,902.31	16 Hrs	0 Hrs	80 Hrs	0 Hrs	8 Hrs	0
3. Close Out:											
Total Hourly Billing & Expenses Item A.3 = \$			5,103.02	\$	3,902.31	16 Hrs	0 Hrs	0 Hrs	0 Hrs	0 Hrs	0
Total Hours or Miles for Basic Services =			-		48 Hrs	0 Hrs	80 Hrs	16 Hrs	0 Hrs	8 Hrs	0
Total Costs for Basic Services =			\$21,252.57	\$	11,706.93	\$	7,204.26	\$	1,200.71	\$	540.32
B. SPECIAL SERVICES											
1. None											
Total Hourly Billing & Expenses for Item B.1 = \$			-	\$	-	0 Hrs	0 Hrs	0 Hrs	0 Hrs	0 Hrs	-
2. None:											
Total Hourly Billing & Expenses for Item B.2 = \$			-	\$	-	0 Hrs	0 Hrs	0 Hrs	0 Hrs	0 Hrs	-
Total Hours or Miles for Special Services =			-		0 Hrs	0 Hrs	0 Hrs	0 Hrs	0 Hrs	0 Hrs	-
Totals for Special Services =			\$0.00	\$	-	-	-	-	-	-	-
Total Hours or Miles for Basic & Special Services =											
Total Costs for Basic & Special Services =			\$21,252.57	\$	11,706.93	48 Hrs	0 Hrs	80 Hrs	16 Hrs	0 Hrs	8 Hrs
											0
											\$540.32
											\$0.00
C. SUBCONTRACTED SERVICES											
Hanson Professional Services											
Total Subcontracted Services = \$			41,310.07	\$	-						
TOTAL FOR ALL			\$62,562.64								

EXHIBIT IV - SA1

DERIVATION OF CONSULTANT PROJECT COSTS (CONSTRUCTION)

SIKESTON MEMORIAL MUNICIPAL AIRPORT
SIKESTON, MISSOURI
FUEL SYSTEM, MoDOT PROJECT NO. 20-077B-2
CONSTRUCTION SERVICES
February 11, 2022

1 **DIRECT SALARY COSTS:**

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
Principal	0	\$78.00	\$0.00
Project Manager	32	62.18	1,989.76
Project Engineer	0	54.48	0.00
Engineer	0	38.45	0.00
Junior Engineer	0	31.52	0.00
Sr. Electrical Engineer	168	70.08	11,773.44
Senior Technician	0	41.56	0.00
Technician	8	35.07	280.56
Surveyor	0	30.78	0.00
Administrative	0	32.16	0.00

Total Direct Salary Costs = \$14,043.76

2 **LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:**

2a Percentage of Direct Salary Costs @ 153.67 % = \$21,581.05
2b FCCM Rate (Optional) @ 0.43 % = \$60.39

3 **SUBTOTAL:**

Items 1 and 2a = \$35,624.81

4 **PROFIT:**

15% of Item 3 Subtotal* = \$5,343.72

*Note: 0-15% Typical

Subtotal \$41,028.92 Lump Sum Fee

5 **OUT-OF-POCKET EXPENSES:**

a. Mileage 480 Miles @ \$0.585 / Mile = \$280.80
b. Meals 0 Days @ \$55.00 / Day = \$0.00
c. Motel 0 Nights @ \$100.00 / Night = \$0.00
d. Computer 0 Hours @ \$0.00 / Hour = \$0.00
e. Materials and Supplies = \$0.00

Total Out-of-Pocket Expenses = \$280.80 Not to Exceed

6 **SUBCONTRACT COSTS:**

a. N/A = \$0.00 = \$0.00 Not to exceed

7 **MAXIMUM TOTAL FEE:**

Items 1, 2, 3, 4, 5 and 6 = \$41,309.72 Not to exceed

SIKESTON MEMORIAL MUNICIPAL AIRPORT
SIKESTON, MISSOURI
FUEL SYSTEM, MoDOT PROJECT NO. 20-077B-2

CONSTRUCTION SERVICES

February 11, 2022

Classification: Gross Hourly Rate:	Principal \$227.54	Project Manager \$181.39	Project Engineer \$158.93	Engineer \$112.17	Junior Engineer \$91.95	Sr. Electrical Engineer \$204.44	Senior Technician \$121.24	Technician \$102.31	Surveyor \$89.79	Administrative \$93.82	Other Costs
1. Preliminary: Total = \$1,543.32	0 \$0.00	4 \$725.56	0 \$0.00	0 \$0.00	0 \$0.00	4 \$817.76	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	(1) \$0.00
2. Project Administration: Total = \$29,295.40	0 \$0.00	24 \$4,353.36	0 \$0.00	0 \$0.00	0 \$0.00	120 \$24,532.80	0 \$0.00	4 \$409.24	0 \$0.00	0 \$0.00	(1) \$0.00
3. Construction Observer: Total = \$7,640.64	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	36 \$7,359.84	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	(1) \$280.80
4. Project Closeout: Total = \$2,770.32	0 \$0.00	4 \$725.56	0 \$0.00	0 \$0.00	0 \$0.00	8 \$1,635.52	0 \$0.00	4 \$409.24	0 \$0.00	0 \$0.00	(1) \$0.00
5. Material Testing Laboratory: Total = \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	(1,2,3,4) \$0.00
SUBTOTAL =	\$41,249.68										
FCCM Rate =	\$60.39										
GRAND TOTAL =	\$41,310.07										

(1) Mileage, Motel and Meals
(2) Equipment, Materials and Supplies
(3) Computer Services
(4) Vendor Services
(5) Other (Identify)

Council Letter

Date of Meeting: 22-03-28

Originating Department: Public Works Department/ Street Division

To the Mayor and City Council:

Subject: Purchase of Ver-Mac Pro Series 3 Line Message Sign

Attachments:

1. Quote for Ver-Mac Pro Series 3 Line Message Sign
2. Product Information Sheet for Ver-Mac Pro Series 3 Line Message Sign

Action Options:

1. Approval for purchase of Ver-Mac Pro Series 3 Line Message Sign
2. Other action Council may deem appropriate

Background:

The Street Division is requesting permission to proceed with the purchase of a Ver-Mac Pro Series 3 Line Message Sign. The message board is a budgeted purchase and will total \$19,400.00 (Including freight charges). Ver-Mac USA of Conroe, TX holds the MoDOT state bid for this piece of equipment.

Ver-Mac's PCMS-1210 Pro Series trailer mounted message sign is a three (3) line and eight (8) character portable changeable message sign. It features a 75 inch by 132 inch display panel, a solar powered/ rechargeable battery system, high performance LED's, and a Wi-Fi system for changing messages remotely.

Applications for the Ver-Mac PCMS-1210 Pro Series message sign include highway construction projects, community messaging, smart work zones, and special events. The message sign will also be utilized to assist in re-routing traffic during special events such as the Cotton Carnival Parade and during Jaycee Rodeo events.

City staff is requesting approval from the Council to purchase the Ver-Mac's PCMS-1210 Pro Series trailer mounted message sign for \$19,400.00 from Ver-Mac USA of Conroe, TX.



VER-MAC

Ver-Mac HQ
1781, Bresse street, QC
G2G 2V2, Canada

Ver-Mac USA
3479 Pollok Drive
Conroe, TX, 77303, USA

Quote

Quote date: Mar 3, 2022

Valid Until: Apr 2, 2022

Quote #: VM69256

Subject: City of Sikeston- (1) PCMS 1210

BILL TO:

Darren Martin / City of Sikeston, MO

MO,
USA
dmartin@sikeston.org

SHIP TO:

,

Ver-Mac Sales Rep: Jim Smith

Phone: 331-229-2348

E-Mail: jim.smith@ver-mac.com

Product Detail	Qty	Pricing	Total
PCMS-1210	1	\$ 18,500.00	\$ 18,500.00

Ver-Mac Pro Series 3 Line Message Sign
75" x 132" display panel
3 x 85 watt solar panels, Stealth Technology, Jamlogic Refresh & Alerts
NTCIP V-Touch Controller with V-Sync WI-FI
4G Modem & 10 year cell plan - Non SWZ

FREIGHT	1	\$ 900.00	\$ 900.00
---------	---	-----------	-----------

Sub-Total **\$ 19,400.00**

Taxes \$ 0.00

2021 Freight Surcharge \$ 0.00

Total \$ 19,400.00

Additional notes:

Hitch (Circle one): 2" Ball / 2" 5/16 / 3" Pintle / Other _____

Plug (Circle one): 4 pin flat / 7 pin RV style / Other _____

Delivery Type (circle one): **Dock**: tongues facing door / **Forklift**: tongues facing cab

Delivery Contact Name _____

Phone number: _____

Email: _____

Terms & Conditions

Terms: Net 30 Days

SIGNATURE:

P.O NUMBER:



VER-MAC

PRO

SERIES

G3

PCMS-1210 TRAILER-MOUNTED MESSAGE SIGN

Ver-Mac's PCMS-1210 Pro Series G3 is a 3-line and 8 characters (18 in.) per line trailer-mounted portable changeable message sign. It features Stealth Technology, NTCIP-compliant V-Touch controller, V-Sync Wi-Fi communication and JamLogic® Fleet Management Software. This unit combines cutting-edge technology, energy-efficient design and high-quality construction to provide the most reliable, cost-effective and safe to operate message sign on the market. It is the perfect 3-line model to be used for highway construction projects.



PRO SERIES G3 FEATURES

STEALTH TECHNOLOGY

Maintenance-Free Batteries
Anti-Theft Hidden Battery Compartment

V-SYNC WI-FI TECHNOLOGY

Change Messages Via Wi-Fi Using Your Smartphone
Safely Change Messages Out of Traffic

ROBUST TRAILER DESIGN

Large Footprint For Greater Stability
Diamond Plate Maintenance Platform
Tongue Wheel Jack for safe and easy set up
Controller located away from the road
Rugged Indexed Rod Mast Brake

FULLY-INTEGRATED CELLULAR 4G LTE MODEM

No 3G Upgrade Needed
10-Year Fleet Cell Service
SWZ upgrade (optional)

JAMLOGIC® SOFTWARE

Hourly Automated Refresh and Battery/GPS Alerts & Reports
Interactive Map & List View of All Equipment
Project Folders to Group Equipment
Historical Log of all Locally & Remotely Activated Messages with Date/Time

4 WAYS TO CHANGE A MESSAGE



AT THE SIGN

Using our V-Touch Controller



NEAR THE SIGN

Using our V-SYNC Wi-Fi



REMOTELY

Using JamLogic on your PC or Laptop



REMOTELY

Using JamLogic Web on your Smartphone or Tablet

PRO
SERIES
G3

PCMS-1210

ENERGY-EFFICIENT DESIGN

HIGH-PERFORMANCE LEDS

Next generation LEDs create bolder and brighter characters with greater angularity while utilizing less energy

SOLAR PANELS

Provide maximum solar recharging during all four seasons

- Designed to run 12 months in most regions without manual charging
- Optional Tilt & Rotate solar panels

SOLAR REGULATOR

Protects the batteries against overcharge, over-discharge and short circuits

HIGH-QUALITY CONSTRUCTION

POWDER COATING SUPERIOR FINISH

Impact, humidity, salt spray and rust resistant

4 LEVELING JACKS

For stabilization and easy transportation

TONGUE WHEEL JACK

For easy and safe trailer set up

ELECTRO-HYDRAULIC LIFT MECHANISM

For quick and effortless deployment

RUGGED INDEXED ROD MAST BRAKE

360° rotation (6° increments combined with infinite position using manual hand brake)

HEAVY-DUTY PLASTIC FENDERS

For durability and easy replacement

LOCKABLE PLASTIC BOX

For controller, modem, pump, and other components protection

2-IN. (51 MM) COUPLER OR 3-IN. (76 MM) PINTLE EYE

For easy towing

APPLICATIONS

- Highway construction
- Smart Work Zone
- Special events

V-TOUCH CONTROLLER

NTCIP COMPLIANT

EASY-TO-READ

7-inch (178 mm) color LCD touchscreen display

USER-FRIENDLY

One-click icon-based menu items

TIME-SAVING

Create your own library of messages

SIMPLE TO OPERATE

The intuitive point-n-go icons ensure quick and easy commands to display or edit messages

ADDITIONAL FUNCTIONALITIES

Scheduling, sign diagnostics, pin-protected security, and much more



DISPLAY

- Display panel: 75 x 132 in. (1917 x 3343 mm)
- 4 LEDs per pixel
- 3 lines of 8 characters per line
- 5 x 7 pixels (18 in.) characters
- Display sign rotates 360 degrees for perfect setting
- Improved Plug-and-play display modules for simplified maintenance

DIMENSIONS AND WEIGHT

- Operating height: 165 in. (4179 mm)
- Overall length: 183 in. (4637 mm)
- Traveling height: 106 in. (2690 mm)
- Traveling width: 87 in. (2197 mm)
- Weight (approx.): 790 kg (1,740 lb.)
- Axle/suspension: 1588 kg (3,500 lb.)

OPTIONS

- Battery charger
 - Radar
 - Statistics (requires radar)
 - Fixed camera
 - Tilt-and-Rotate solar panels
- Other options are available to meet your needs.

WARRANTY

- 1 year on complete trailers
- 2 years on electronic components manufactured by Ver-Mac



Council Letter

Date of Meeting 22-28-03

Originating Department: Public Works

To the Mayor and City Council:

Subject: Award Bid #22-60: Pickleball Court Conversion

Attachments:

1. Bid Tabulation Sheet

Action Options:

1. Award Bid #22-60 to General Acrylics for converting one pickleball court and one tennis court at the Recreation Complex to six pickleball courts.
2. Other action the City Council deems appropriate.

Background:

The Sikeston Parks and Recreation Department recently solicited bids for converting one existing pickleball court and one existing tennis court at the Recreation Complex into six permanent pickleball courts. Staff opened bids on Wednesday, March 9, 2022, from two companies. The bid tabulation sheet is attached. The lowest bid was from General Acrylics located in Mt. Vernon, Illinois for \$25,400.00. The base bid specifications included the installation of permanent pickleball posts and nets, painting the court lines, and repairing the existing cracks in the court area. There was an add alternate bid for the addition of a 4' divider fence.

The Sikeston Parks and Recreation Department budgeted \$30,000 for our part of a match grant to construct new pickleball courts at the Recreation Complex, but we were not selected as an award recipient. Despite not receiving the grant, the Sikeston Parks and Recreation Department asked the City Council for approval to solicit bids to convert one existing pickleball court and one tennis court at the Recreation Complex into six pickleball courts at the January 31, 2022, city council meeting. The City Council approved for us to solicit bids with the intent of spending the \$30,000 that originally had been budgeted for the grant match.

The estimated completion date of this project is June 2022. General Acrylics has performed routine surfacing maintenance on our tennis courts for the past several years and have completed several pickleball/tennis court construction projects in our region.

Staff recommends awarding this bid, including the alternate, to General Acrylics for \$25,400.00.

CITY OF SIKESTON BID TABULATION SHEET
Bid #22-60, Pickleball Courts

March 9, 2022

VENDOR	COST
General Acrylics	Base Bid: \$20,900.00 Add Alternate: \$4,500.00 Total Bid Price: \$25,400.00
R & K Curtis, Inc.	Base Bid: \$32,116.29 Add Alternate: \$3,200.00 Total Bid Price: \$35,316.29

CHAIRMAN: Dustin Care **RECORDER:** Olivia Roberts **VERIFIER:** Jay Lancaster

Council Letter

Date of Meeting: 22-03-28

Originating Department: Community Development Department

To the Mayor and City Council:

Subject: Award Bid 22-64 for Mowing of LCRA and City Nuisance lots

Attachment(s):

1. Bid Tabulation Sheet – Bid 22-64 with staff recommendation highlighted

Action Options:

1. Approve award of mowing contract to S. McClellon Lawn Care
2. Other action Council may deem appropriate

Background:

The Community Development Department has opened bids for contractual mowing services for the LCRA and City Nuisance lots. Bids were opened on March 8, 2022 for the contract period of April 1, 2022 through March 31, 2023. A bid tabulation sheet with the results is attached for review.

Bids were reviewed by City Staff and LCRA board members. Staff recommends the bid be awarded to the low bidder, S. McClellon Lawn Care in the amount of \$4,500 monthly (approximately \$27,000 per year). Typical mowing season is April through October. The payment for mowing services will be split between the LCRA and the City of Sikeston.

CITY OF SIKESTON BID TABULATION SHEET

Bid # 22-64

March 8, 2022

VENDOR	COST
Youngs Lawn Care	\$25 per lot Or \$9,000 monthly
Grow – N – Mow, LLC	\$5,000 monthly
S. McClellon Lawn Care	\$4,500 monthly
Typical mowing season is April – October Contract period April 1, 2022 – March 31, 2023 (in case of emergency mowing needs)	

CHAIRMAN:

Amy Gosnell

RECORDER:

Andy Barnes

VERIFIER:

Jonathan Douglass

Council Letter

Date of Meeting: March 28, 2022

Originating Department: City Manager

To the Mayor and City Council:

Subject: Agripark Lease

Attachment(s):

1. Agripark Lease
2. Map Exhibit

Action Options:

1. Authorize Mayor to Execute Agripark Lease with the Sikeston Area Economic Development Corporation
2. Other Action Council May Deem Necessary.

Background:

The City of Sikeston contracts with the Sikeston Area Economic Development Corporation (SAEDC) for economic development services, including recruitment of new businesses, retention of existing businesses, workforce development, economic development policy analysis, and negotiations and recommendations relating to sale of land in the City's industrial parks.

The City of Sikeston owns approximately 301.39 acres of farmable ground in the North Industrial Park. All farm lease payments are conveyed to the BMU as the original financier of the land purchases. Approximately 239.15 acres is currently leased to farmer Brian Ray at the rate of \$200.71/acre per year.

The SAEDC has proposed developing the remaining 62.24 acre plot of ground at the North Industrial Park into an Agripark to encourage agricultural innovations, including but not limited to the development and dissemination of agricultural technologies, crops, species, methods and other innovations. The SAEDC would lease the ground from the City at the same rate as the other farm lease, and the lease payments would be conveyed from the City to the BMU.

Agripark Lease Agreement

This lease agreement, (hereinafter called "Agreement") made and entered into this ____ day of March 2022, by and between the City of Sikeston, Missouri, (hereinafter called "Lessor") and the Sikeston Area Economic Development Corporation (hereinafter called "Lessee").

WHEREAS, the Lessor has determined that it is a proper public municipal purpose to promote industrial development to provide jobs and income to its citizens, to cause an increase in the population of the city and to foster the growth of tax revenue to operate the City, and

WHEREAS, the Lessor has determined that the previous acquisition of the Rose Farm for the development of an industrial park continues to achieve the aforementioned economic development purposes, and

WHEREAS, the Lessor anticipates continued farming operations of all or portions of the Rose Farm Property until it is fully utilized for industrial projects, and

WHEREAS, the Lessor has certain obligations to the Sikeston Board of Municipalities with regards to the Rose Farm Property, and

WHEREAS, the Lessor has determined that agriculture and agriculture-related industries are an economic strength of Sikeston and the surrounding region, and

WHEREAS, the Lessor has determined that setting aside a portion of the undeveloped Rose Farm land for use as an Agripark furthers the foregoing economic goals of the City by encouraging agricultural innovations, including but not limited to the development and dissemination of agricultural technologies, crops, species, methods and other innovations, and

WHEREAS, the Lessee holds a contract to provide economic development services to the City of Sikeston,

WITNESSETH:

That the Lessor, for and in consideration of the rents, covenants, and agreements hereinafter mentioned and hereby agreed to be paid, kept, and performed by the Lessee, hereby leases to the Lessee, approximately 62.24 acres, labeled as "Plot A" on the attached "Exhibit A," for a term of sixty months commencing on the 1st day of February 2022, subject to termination provisions agreed to hereafter.

1. The Lessee covenants and agrees:

- a. To pay annual rental of \$12,492.19, which said sum shall be payable in advance before the first day of July of each year during the term of this lease. In the event any annual rental is not paid by the 10th day of July of each year, then Lessor is entitled to immediate possession of the premises and such other legal and equitable relief available under the law.
- b. To use the premises as an Agripark, in such manner as furthers the economic goals of the Lessor by encouraging agricultural innovations, including but not limited to the development and dissemination of agricultural technologies, crops, species, methods and other innovations.
- c. Not to assign or sublet said premises or any portion thereof without the written consent of the Lessor.
- d. To enter into and maintain written sublease agreements with any sublessees, and to provide copies of said subleases to the Lessor.
- e. To keep the leased premises in neat and tidy order, consistent with agricultural use of the land, and to mow all adjacent rights-of-ways, easements, and unutilized portions of the leased premises in compliance with the City's property maintenance codes.

Commented [JD1]: \$200.71/acre X 62.24 acres

- f. To keep leased premises in good order and condition and free from any nuisance, filth, or danger of fire, not to permit anything to be done on or about said premises which would cause cancelation of the insurance or increase the rate thereof, and to allow no offensive noise or sound levels to disturb other residents and businesses in the area.
- g. To continue marketing the property to prospective commercial and industrial tenants, and to vacate the leased premises in a swift and orderly manner consistent with the termination provisions of this agreement.
- h. Not to erect or allow the erection of any structures on the premises without the written consent of the Lessor.
- i. To peaceably surrender possession of said premises upon the termination of this lease in as good a condition as when received.
- j. To pay all utilities that are associated with the leased premises.
- k. To indemnify and hold harmless the Lessor for any damages to Lessee or any sublessee related to occupation or use of the leased premises.
- l. To furnish Lessor with satisfactory proof of liability insurance coverage (for Lessee and any sublessee) with bodily injury limits of at least one million dollars per person and two million dollars aggregate. Lessor shall be named as an additional insured. Lessee shall provide Lessor proof of said insurance coverage annually.
- m. Not to burn or allow burning of any crop residue.
- n. Not to keep or allow keeping of any animals or livestock on the land.

- o. To accept any liabilities associated with crops or other improvements which must be removed if property is sold, and hold harmless Lessor regarding the same.
- 2. Whenever the word "Lessor" is used herein it shall be construed to include the heirs, successors, assigns and personal and legal representatives of Lessor; and the word "Lessee" shall include the heirs, successors, assigns and personal and legal representatives of Lessee; and the words "Lessor" and "Lessee" shall include the singular and plural, and the individual or business organization; subject always to the provisions herein contained, as to assignment or subletting.
- 3. Termination: Either party may terminate this agreement at any time by delivering to the other party a Notice in writing of such termination at least sixty (60) days prior to the effective date of the termination. Lessee specifically understand and agrees that the property is currently being marketed for sale or lease to new or existing business. Upon notice to Lessee, the Lessor has the right to immediately exclude any or all of the acreage covered by this lease. In that event, the Lessee's sole and exclusive compensation is a reduction in rent or a rebate if already paid, of \$200.71 per acre for the number of acres excluded. Lessee is entitled to no additional compensation regardless of the state of Lessee's or sublessee's crops or for any lost profits or consequential losses.

IN WITNESS WHEREOF, said parties have executed and delivered this lease on the day and year first above written.

Executed this ____ day of March, 2022, by:

Lessor
City of Sikeston

Lessee
Sikeston Area Economic Development Corp.

Mayor

Chairman

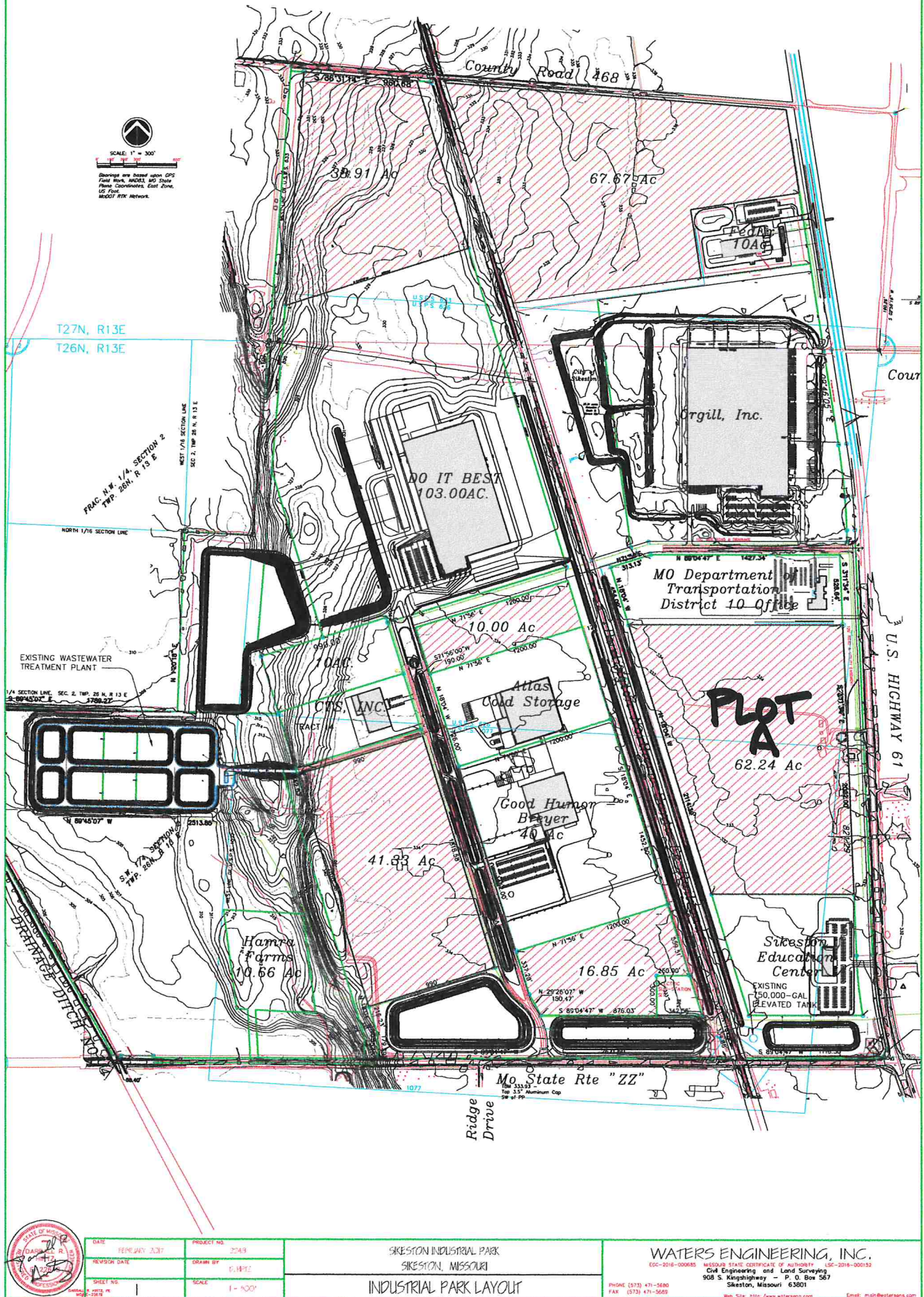
Attest:

Attest:

City Clerk

Secretary

EXHIBIT A



DATE	2/27/2007	PROJECT NO.	2749
REVISION DATE		DRAWN BY	DATE
SHEET NO.	1	SCALE	1" = 300'

SKESTON INDUSTRIAL PARK
SKESTON, MISSOURI
INDUSTRIAL PARK LAYOUT

WATERS ENGINEERING, INC.

CCC-2008-00085 MISSOURI STATE CERTIFICATE OF AUTHORITY LSC-2008-000132

Civil Engineering and Land Surveying

908 S. Kingshighway - P. O. Box 567

Skeston, Missouri 63601

PHONE (573) 471-5680

FAX (573) 471-5603

Web Site: <http://www.waterseng.com>

Email: mdu@waterseng.com