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

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.
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
This rider applies to BMU service territory, which is not in the City Limits of Sikeston 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 Sikeston

Date Effective _________________________

__________________________
Chairman
Board of Municipal Utilities
Council Letter:

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.
Approved as to form
Tabatha Thurman, City Counselor

Seal / Attest:

Rhonda Council, City Clerk
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 therefor 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
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
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 Thirty 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.
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");

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:


<table>
<thead>
<tr>
<th></th>
<th>Original Amount</th>
<th>Supplemental Agreement No. 1</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fixed Fee</td>
<td>$ 2,940.22</td>
<td>$ 2,772.07</td>
<td>$ 5,712.29</td>
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<tr>
<td>Max. Fee Payable</td>
<td>$56,559.37</td>
<td>$62,562.64</td>
<td>$119,122.01</td>
</tr>
</tbody>
</table>

(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):

<table>
<thead>
<tr>
<th>FIRM NAME</th>
<th>COMPLETE ADDRESS</th>
<th>NATURE OF SERVICES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hanson Professional Services</td>
<td>13801 Riverport Dr., Suite 300, St. Louis, MO 63403</td>
<td>Fuel &amp; Electrical Systems Shop Drawing Review and Inspection</td>
</tr>
</tbody>
</table>
(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.):**

By

John Chittenden, President

**SPONSOR (City of Sikeston):**

By

Jonathan Douglass, City Manager

**ATTEST:**

By

Darrall Hirtz, Vice President

**ATTEST:**

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
   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:

<table>
<thead>
<tr>
<th>Employee Classification</th>
<th>Estimated Hours</th>
<th>Direct Hourly Rate</th>
<th>Direct Labor Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal Engineer</td>
<td>48</td>
<td>$ 85.00</td>
<td>$ 3,120.00</td>
</tr>
<tr>
<td>Senior Engineer</td>
<td>0</td>
<td>$ 85.00</td>
<td>-</td>
</tr>
<tr>
<td>Sr. Tech/Land Surveyor</td>
<td>80</td>
<td>$ 24.00</td>
<td>$ 1,920.00</td>
</tr>
<tr>
<td>Technician</td>
<td>16</td>
<td>$ 20.00</td>
<td>$ 320.00</td>
</tr>
<tr>
<td>CAD/Junior Technician</td>
<td>0</td>
<td>$ 18.00</td>
<td>-</td>
</tr>
<tr>
<td>Land Surveyor</td>
<td>8</td>
<td>$ 20.00</td>
<td>$ 160.00</td>
</tr>
<tr>
<td>Survey Technician</td>
<td>8</td>
<td>$ 18.00</td>
<td>$ 144.00</td>
</tr>
</tbody>
</table>

Total Direct Salary Costs = $ 5,864.00

2. LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:
Percentage of Direct Salary Costs @ 220.28% 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

= $ 41,310.07

8. MAXIMUM TOTAL FEE:

Sum of Items 5, 6 & 7 = $ 62,562.64

Not to exceed

Exhibit IV - 1
<table>
<thead>
<tr>
<th>Employee/Classification</th>
<th>Principal Engineer</th>
<th>Senior Engineer</th>
<th>Senior Technician</th>
<th>Junior Technician</th>
<th>Land Surveyor</th>
<th>Survey Technician</th>
<th>Labor &amp; General Administrative Rate</th>
<th>Mileage Rate</th>
<th>Profit Rate</th>
<th>Reimbursable Expenses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct Hourly Pay Rate:</td>
<td>$65.00</td>
<td>$65.00</td>
<td>$24.00</td>
<td>$20.00</td>
<td>$18.00</td>
<td>$20.00</td>
<td>$18.00</td>
<td>$0.54</td>
<td>10.00%</td>
<td>$18.00</td>
</tr>
<tr>
<td>Total Hourly Billing Rate:</td>
<td>$243.69</td>
<td>$243.69</td>
<td>$90.05</td>
<td>$75.04</td>
<td>$75.04</td>
<td>$75.04</td>
<td>$75.04</td>
<td>$0.54</td>
<td>$0.54</td>
<td>$75.04</td>
</tr>
</tbody>
</table>

**A. BASIC SERVICES**

1. Preliminary Construction Phase:
   - Total Hourly Billing & Expenses for Item A.1 = $3,902.31
2. Construction Period:
   - Total Hourly Billing & Expenses for Item A.2 = $12,247.25
3. Close Out:
   - Total Hourly Billing & Expenses for Item A.3 = $5,103.02

**Total Costs for Basic Services =** $21,202.57

**B. SPECIAL SERVICES**

1. None:
   - Total Hourly Billing & Expenses for Item B.1 = $0.00
2. None:
   - Total Hourly Billing & Expenses for Item B.2 = $0.00

**Total Hours or Miles for Special Services =** $0.00

**Total Costs for Basic & Special Services =** $21,202.57

**C. SUBCONTRACTED SERVICES**

Hanson Professional Services $41,310.07

**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. 20-0778-2
CONSTRUCTION SERVICES
February 11, 2022

1 DIRECT SALARY COSTS:

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

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

7 MAXIMUM TOTAL FEE:

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

Exhibit IV - 1 updated 8/2018
<table>
<thead>
<tr>
<th>Classification:</th>
<th>Principal</th>
<th>Project Manager</th>
<th>Project Engineer</th>
<th>Engineer</th>
<th>Junior Engineer</th>
<th>Sr. Electrical Engineer</th>
<th>Senior Technician</th>
<th>Technician</th>
<th>Surveyor</th>
<th>Administrative</th>
<th>Other Costs</th>
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<tr>
<td>Gross Hourly Rate:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Preliminary: Total =</td>
<td>$1,543.32</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
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<td>0</td>
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<tr>
<td>2. Project Administration: Total =</td>
<td>$26,295.40</td>
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<td>320</td>
<td>0</td>
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<tr>
<td>3. Construction Observer: Total =</td>
<td>$7,840.64</td>
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<td></td>
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<td></td>
<td></td>
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<td></td>
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</tr>
<tr>
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<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>7859.64</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>(1)</td>
</tr>
<tr>
<td>4. Project Closeout: Total =</td>
<td>$2,770.32</td>
<td></td>
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<td>6</td>
<td>0</td>
<td>4</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>(1)</td>
</tr>
<tr>
<td>5. Material Testing Laboratory: Total =</td>
<td>$0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>(1,2,3,4)</td>
</tr>
</tbody>
</table>

**SUBTOTAL =** $41,349.88

**FCCM Rate =** $60.39

**GRAND TOTAL =** $41,410.27

(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.
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

<table>
<thead>
<tr>
<th>Product Detail</th>
<th>Qty</th>
<th>Pricing</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>PCMS-1210</td>
<td>1</td>
<td>$18,500.00</td>
<td>$18,500.00</td>
</tr>
<tr>
<td>Ver-Mac Pro Series 3 Line Message Sign</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>75&quot; x 132&quot; display panel</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3 x 85 watt solar panels, Stealth Technology, Jamlogic Refresh &amp; Alerts</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>NTCIP V-Touch Controller with V-Sync WI-FI</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4G Modem &amp; 10 year cell plan - Non SWZ</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FREIGHT</td>
<td>1</td>
<td>$900.00</td>
<td>$900.00</td>
</tr>
</tbody>
</table>

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'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

**REMTELY**
- Using JamLogic on your PC or Laptop

**REMTELY**
- Using JamLogic Web on your Smartphone or Tablet
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 charging 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 tow

APPLICATIONS
• Highway construction
• Smart Work Zone
• Special events

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

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
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.
<table>
<thead>
<tr>
<th>VENDOR</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Acrylics</td>
<td>Base Bid: $20,900.00 Add Alternate: $4,500.00 Total Bid Price: $25,400.00</td>
</tr>
<tr>
<td>R &amp; K Curtis, Inc.</td>
<td>Base Bid: $32,116.29 Add Alternate: $3,200.00 Total Bid Price: $35,316.29</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>VENDOR</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Youngs Lawn Care</td>
<td>$25 per lot Or $9,000 monthly</td>
</tr>
<tr>
<td>Grow – N – Mow, LLC</td>
<td>$5,000 monthly</td>
</tr>
<tr>
<td>S. McClellon Lawn Care</td>
<td>$4,500 monthly</td>
</tr>
</tbody>
</table>

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
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 financer 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
Attest:

City Clerk
Attest:

Chairman
Secretary