

#### **TENTATIVE AGENDA**

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

Monday, April 25, 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. Approval of Alan Wire Purchase Agreement
  - B. 2<sup>nd</sup> Reading & Consideration, Bill #6258, Amending Qualifications for Appointment to Tourism Board
  - C. 2<sup>nd</sup> Reading & Consideration, Bill #6259, Re-adoption of Fair Housing Policy
  - D. Interim Appointments to LCRA, SEMO University-Sikeston Advisory Council and TIF Commission
  - E. Award Bids 22-67, 22-68 & 22-69, CY2022 Street Program Waters Engineering
  - F. Award Bid 22-61, CY2022 Street Program Lambert Engineering
  - G. Renew Property & Casualty Insurance
  - H. Renew Cyber Security Insurance
  - I. Other Items as May Be Determined During the Course of the Meeting

#### VI. ADJOURNMENT

Dated this 19th day of April 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.



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

4/18/22

Sikeston City Council 105 E Center Sikeston, Mo 63801

RE: Alan Wire Purchase Agreement

Dear Council Members,

Alan Wire is currently expanding their operation at their 1500 West Malone facility. They faced a challenge in their expansion plan because they needed more space to allow truck access to the new building extension. The BMU power plant property adjoins the Alan Wire property in the congested area and, over the past several months, the two parties have been discussing possible solutions. From these discussions, the preferred solution is to sell a 50 foot strip of the power plant property to Alan Wire. In addition, since there are currently BMU electric and sewer utilities in this 50 foot strip, Alan Wire will declare the 50 foot strip a BMU utility easement. The BMU Board approved this transaction at their April 12<sup>th</sup> meeting and recommended forwarding for City Council approval. I've attached the Purchase Agreement, which includes the easement document.

On behalf of the BMU Board, I hereby request the Council's consideration and approval of this Purchase Agreement.

Thank you for your consideration.

Sincerely,

Rick Landers

BMU General Manager

#### **CONTRACT FOR SALE OF REAL ESTATE**

This Contract for Sale of Real Estate (the "<u>Contract</u>"), entered into this \_\_\_\_\_ day of April, 2022 ("<u>Effective Date</u>"), by and between **The City of Sikeston, Missouri, a Missouri Charter City and municipal corporation**, (hereinafter collectively referred to as "<u>Seller</u>"), and **Alan Wire Company**, a Missouri corporation, ("hereinafter collectively referred to as <u>Purchaser</u>").

**WHEREAS,** Seller is the owner of real property in Scott County, Missouri ("Real Estate"), legally described on Exhibit A, attached hereto and incorporated by reference; and

**WHEREAS**, Seller wishes to sell, and Purchaser wishes to purchase, the Real Estate.

**NOW THEREFORE,** in consideration of the mutual covenants and agreements of the respective parties as hereinafter set forth, and intending to be legally bound, the Parties hereby covenant and agree as follows:

- 1. <u>Covenant to Sell/Purchase</u>. Seller agrees to sell and Purchaser agrees to purchase the Real Estate, all on the terms herein provided.
- 2. **Purchase Price.** The purchase price shall be Five Thousand Dollars (\$5,000.00) per acre for a total of \$7,650.00 to be paid in certified funds at Closing.
- 3. <u>Title Insurance</u>. The Seller shall, upon preparation of a legal description, deliver to the Purchaser a commitment to issue an owner's policy of title insurance covering the Real Estate. The commitment shall name Purchaser as the insured and shall be issued by a recognized title insurance company licensed to write title insurance in Missouri, which policy shall insure the owner's title to be a marketable title and shall provide that a policy shall be issued immediately after the Sellers' General Warranty Deed to the Purchaser is placed of record. After delivery of the title insurance commitment and before closing, the Purchaser shall have ten (10) business days to examine the commitment and notify the Seller in writing of any objections thereto. If there be any objections, the Seller shall, within a reasonable time, furnish to the Purchaser a new or amended commitment satisfying any such objections, but if such amended commitment shall not be furnished within ten (10) days after notice of objections, the Purchaser, at its option, may terminate this Contract by giving written notice thereof to the Seller. Purchaser shall pay all closing costs.
- 4. <u>Merchantable Title</u>. Seller shall convey unencumbered, marketable title to the Property by Deed of Corporation General Warranty to Buyer (the "Deed"), or Buyer's designee, at Closing, with the usual covenants such as any title company will insure, excepting any easements of record and applicable regulations imposed upon the Property by the local planning and zoning authorities having jurisdiction over the Property all of which have been approved by Buyer.
- 5. <u>Easement</u>. At Closing, Buyer shall execute in favor of the Sikeston Board of Municipal Utilities a Utility Easement in the form attached as Exhibit B. The consideration for the Utility Easement is contained in the Purchase Price outlined above.

- **Taxes.** All taxes relating to the property shall be pro-rated between the Parties as 6. of the date of Closing.
- **Commission**. The Parties represent to each other that they have not dealt with any 7. broker (real estate or otherwise) or other person entitled to a commission in connection with this transaction.
- 8. **Purchase "As Is"**. Purchaser acknowledges that Purchaser has had the opportunity to inspect the premises herein described. Purchaser acknowledges that Purchaser is purchasing the premises "AS IS" and that Seller is making no warranties, express or implied, as to the condition of the premises, its habitability or suitability for a particular purchase except for warranties of title.
- <u>Time of the Essence</u>. The time specified for the matters and things to be done and performed by the parties hereto shall be considered of the essence; provided, however, if either party shall request a modification of the time for the performance of anything required by this contract in order to facilitate the closing hereof, the other party shall not unreasonably withhold such other party's agreement to such request of change.
- Closing. This Contract shall be closed on or before \_\_\_\_\_\_\_, 2022, at Blanton Law Firm, 219 S. Kingshighway, Sikeston, Missouri, or at such other time and place as the parties shall mutually agree. At the time of Closing, the Sellers shall deliver to the Purchaser the Seller's Corporation General Warranty Deed on the real estate and payment shall be made by Purchaser to Seller for the purchase price in cash, certified check or other immediately available funds. Purchaser shall pay all closing costs.
  - 11. **Leases**. The real property is not currently leased.
- 12. **Notice.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been given: (i) when delivered personally; (ii) when deposited in the United States mail, certified and with proper postage prepaid to the address below; or (iii) when sent to the email address below, if by electronic mail.

If to Seller: If to Purchaser:

**Sikeston Board of Municipal Utilities** 

Attn: Rick Landers, General Manager

107 E. Malone

Sikeston, Missouri 63801

rlanders@smbu.net

**Alan Wire Company** 

Attn: Alan D. Keenan, President

1500 W. Malone

Sikeston, MO 63801a

akeenan@alanwire.com

13. **Binding Effect**. This Contract shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, executors, administrators and assigns.

IN WITNESS WHEREOF, the Parties have signed this Contract for the Sale of Real Estate on the Effective Date set forth above.

SELLER:		City of Sikeston, Missouri
		By: Jonathan Douglas, City Manager
PURCHASER:		Alan Wire Company
	By:	
	-	By: Alan D. Keenan, President

# EXHIBIT A Legal Description

A tract of land being a part of the Northeast Quarter of the Northeast Quarter of Section 26, Township 26 North, Range 13 East, City of Sikeston, Scott County, Missouri and being further described by metes and bounds as follows:

Commencing at the Southeast Corner of the Northeast Quarter of the Northeast Quarter of said Section 26 for the point of beginning, monumented with an iron rod; thence N 1°21'12" W a distance of 50.00 feet, monumented with a #5 rebar with a cap stamped "Waters Engineering, Darrall R. Hirtz, PLS 2140"; thence S 87°56'32" W parallel with the South line of said Northeast Quarter of the Northeast Quarter a distance of 1332.49 feet to the West line of said Northeast Quarter of the Northeast Quarter, monumented the same; thence S 2°19'28" E along the West line thereof a distance of 50.00 feet to the Southwest corner of said Northeast Quarter of the Northeast Quarter, monumented with an iron rod; thence N 87°56'32" E along the South line thereof a distance of 1331.64 feet to the point of beginning and containing 1.53 acres, more or less. Subject to any and all easements If any, affecting the same. This tract of land shall be reserved for utilities purposes for the City of Sikeston.

#### **EXHIBIT B**

#### **UTILITY EASEMENT**

KNOW ALL MEN BY THESE PRESENTS, that in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to **Alan Wire Company**, a Missouri corporation, "GRANTOR," by the **Sikeston Board of Municipal Utilities**, "GRANTEE," the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successors and assigns, a perpetual easement with the right to erect, construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove a (1) sanitary sewer force main and (2) electrical lines, poles and other electrical equipment over, across, under and through the land of the GRANTOR situate in Scott County, State of Missouri, with said easement across a tract of land legally described as follows:

A tract of land being a part of the Northeast Quarter of the Northeast Quarter of Section 26, Township 26 North, Range 13 East, City of Sikeston, Scott County, Missouri and being further described by metes and bounds as follows:

Commencing at the Southeast Corner of the Northeast Quarter of the Northeast Quarter of said Section 26 for the point of beginning, monumented with an iron rod; thence N 1°21'12" W a distance of 50.00 feet, monumented with a #5 rebar with a cap stamped "Waters Engineering, Darrall R. Hirtz, PLS 2140"; thence S 87°56'32" W parallel with the South line of said Northeast Quarter of the Northeast Quarter a distance of 1332.49 feet to the West line of said Northeast Quarter of the Northeast Quarter, monumented the same; thence S 2°19'28" E along the West line thereof a distance of 50.00 feet to the Southwest corner of said Northeast Quarter of the Northeast Quarter, monumented with an iron rod; thence N 87°56'32" E along the South line thereof a distance of 1331.64 feet to the point of beginning and containing 1.53 acres, more or less. Subject to any and all easements If any, affecting the same. This tract of land shall be reserved for utilities purposes for the City of Sikeston.

The right to ingress and egress over the adjacent lands of the GRANTOR, its successors and assigns, is also granted for the purpose of this easement.

The consideration herein above shall constitute payment in full for any damages to the land of the GRANTOR, its successors and assigns, by reason of the installation, operation and maintenance of the structures or improvements referred to herein. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to

the adjacent land of the GRANTOR, his successors and assigns.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns. This easement will be terminated by default, for non-use by the GRANTEE, its successors and assigns, for a period of two (2) consecutive years, or if the easement is abandoned by the GRANTEE, its successors and assigns.

be affixed this				at and its corporate seal to 2.
			Alan Wire Compa	nny
		By:		
			By: Alan D. Keena	an, President
ATTEST:				
Secretary				
STATE OF MISSOURI	)	SS		
COUNTY OF SCOTT	)			
known, who, being by note the seal affixed to the f	ne duly sworn, sta oregoing instrume and sealed in bel	ted that ent is the nalf of s	he is the President of the corporate seal of the said corporation and to	Keenan to me personally Alan Wire Company, that e corporation and that the the said Alan D. Keenan ion.
IN TESTIMONY my office in Sikeston, N			•	affixed my official seal at
		—— Nota	ry Public	
		Му	Commission Expires:_	
		Com	missioned in	County, MO

# **City of Sikeston**

### **Council Letter**

Council Letter: 22-04-25

Originating Department: Department of Governmental Services

To the Mayor and City Council:

Subject: 2<sup>nd</sup> Reading & Consideration Bill 6258, Amending Qualifications For Appointment to

the Tourism Board

#### Attachments:

1. Bill 6258

### Action Options:

1. Approve 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.

#### **ORDINANCE Number 6258**

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6258 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.

<u>SECTION II:</u> 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 Sikeston or be employed by a Sikeston business with a demonstrated interest in tourism.

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

<u>SECTION IV:</u> <u>Severability:</u> 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 28 <sup>th</sup> day of March 2022.
B.	Bill Number 6258 was read the second time and discussed this 25 <sup>th</sup> 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 25, 2022.
	Greg Turnbow, Mayor
	Approved as to form Tabatha Thurman, City Counselor

Seal / Attest:

Rhonda Council, City Clerk

### **City of Sikeston**

### **Council Letter**

Council Letter: 22-04-25

Originating Department: Governmental Services

Subject: 2<sup>nd</sup> Reading & Consideration Bill #6259, Re-adoption of Fair Housing Policy

To the Mayor and City Council:

#### Attachments:

1. Bill 6259

#### Action Options:

- 1. Approve 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.)

Staff seeks approval of this bill.

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.

<u>SECTION II:</u> <u>Declaration of Policy:</u> 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.

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

<u>SECTION IV.</u> <u>Discriminatory Practices.</u> 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.

<u>SECTION V:</u> 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.

<u>SECTION VI.</u> 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:

- 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:
  - 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.

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

<u>SECTION X:</u> <u>Severability:</u> 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.

<u>SECTION XI:</u> <u>Savings Clause.</u> 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 28<sup>th</sup> day of March 2022.
- B. Bill Number 6259 was read the second time and discussed this 25<sup>th</sup> day of April 2022, and voted as follows:

Williams,	, Self,	, Teachout,,
Baker	, N	Merideth,,
Tu	rnbow,	, thereby being
		, and
	becoming or	dinance 6259.

C. Ordinance 6259 shall be in full force and effect from and after May 25, 2022.

	Greg Turnbow, Mayor
Approved as to form Tabatha Thurman, City Counselor	Seal / Attest
	Rhonda Council, City Clerk

### **City of Sikeston**

### **Council Letter**

Council Letter: 22-04-25

Originating Department: Department of Governmental Services

To the Mayor and City Council:

Subject: Interim Appointment to LCRA, SEMO University-Sikeston Advisory Council & TIF Commission

#### Attachments:

None

#### **Action Options:**

- 1. Make interim appointments to LCRA, SEMO University-Sikeston and TIF Commission
- 2. Other action as may be deemed appropriate.

#### Background:

John Leible was recently elected as Councilman At-Large which makes him ineligible to remain on any of the City's Boards and Commission . When elected, he was serving on the LCRA Board (term expires 2023), SEMO University-Sikeston Advisory Council (term expires 2024) and Tax Increment Financing (TIF) Commission (term expires 2025). Staff would like Council to make interim appointments to those boards and commission for the indicated unexpired terms.

In our Resource Bank for LCRA, we have the following applications: Jessica Merideth, Michael Sadler, Lisa Russell, Timothy Greenway, Wanda Harrington, Brenda Robinson-Echols and Flora Wiggins. Staff seeks appointment to this board with the interim term ending in 2023.

We have two Resource Bank application on file for the SEMO University-Sikeston Advisory Council - Tiara Riggs-Butler and Wanda Harrington. Staff seeks appointment to this board for the interim term ending in 2025.

For the Tax Increment Financing Commission, no applications are on file.

# **City of Sikeston**

### **Council Letter**

Date of Meeting: 22-04-25

Originating Department: Public Works Department

To the Mayor and City Council:

<u>Subject:</u> Award, Bids #22-67 and #22-68, CY-22 Street Improvement Program- Waters Engineering

#### **Attachments:**

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

#### **Action Options:**

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

#### Background:

On April 7, 2022, the City opened bids for the reconstruction of Baker Lane (N. Kingshighway to Allen Blvd.) (Bid #22-67) and for the reconstruction of S. New Madrid/Trotter Street intersection replacement with associated drainage work. (Bid #22-68). Bid # 22-69 for Crack Repair and Seal Coating will not be awarded at this time.

This work is part of the routine CY-22 Street improvement Program with funding appropriated through the Transportation Sales Tax Fund and the Capital Improvement Fund.

For Bid #22-67, Lappe Cement Finishing of Friedham, Missouri submitted a low bid with a price of \$248,721.70. We ask that Council award Bid #22-67 to Lappe Cement Finishing.

For Bid #22-68, Fronabarger Concreters of Oak Ridge, Missouri submitted a low bid with a price of \$71,790.00. We ask that Council award Bid #22-68 to Fronabarger Concreters.

The bid tabulation sheet is attached for your review.

### Waters Engineering, Inc.

### Civil Engineering and Land Surveying

Post Office Box 567 908 S. Kingshighway Sikeston, Missouri 63801 E-mail: main@waterseng.com (573) 471-5680 Fax: (573 ) 471-5689

April 11, 2021

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

Re:

2022 Street Program

Recommendation for Contract Award

Dear Mr. Lancaster:

Bids were opened on April 7, 2022, for the following:

Bid Invitation 22-67:

Reconstruction of Baker Lane.

Bid Invitation 22-68:

New Madrid & Trotter Intersection.

Bid Invitation 22-69:

Crack Repair & Seal Coating in the Glen Matthews Subdivisions and on Cardinal &

Thrush Streets.

Attached please find tabulations of the bids received. Our recommendations for the award of construction contracts are as follows.

#### 1. Recommendation for Award for Bid Invitation 22-67.

The invitation for this project requested bids for both asphalt and concrete. The low bidder for this invitation was Lappe Cement Finishing of Friedheim, Missouri, in the amount of \$248,721.70 for replacement with concrete. Our estimate for the replacement of Baker Lane with concrete in 2021 was \$237,000.

Note that the bid we received for construction with asphalt was not the low bid and was essentially the same as the bid with concrete from the same contractor. We would recommend that the bid from Lappe be viewed as favorable.

The bid from Lappe was fully responsive to the request.

Lappe has completed many similar projects in Sikeston and the surrounding area, and is certainly a responsible contractor.

We recommend award of Bid Invitation 22-67 to Lappe Cement Finishing in the amount of \$248,721.70.

#### 2. Recommendation for Award for Bid Invitation 22-68.

The low bidder for this invitation was Fronabarger Concreters of Oak Ridge, Missouri, in the amount of \$71,790.00. Our estimate based upon the intersection replacement bids from 2021 was \$75,000. We would recommend the bid price as being favorable.

The bid from Fronbarger was fully responsive to the request.

We have worked with Fronabarger on many similar projects and we can recommend them to be a responsible contractor.

We recommend award of Bid Invitation 22-68 to Fronabarger Concreters in the amount of \$71,790.00.

### 3. Recommendation for Award for Bid Invitation 22-69.

The low bidder for this invitation was Missouri Asphalt Sealing and Striping of St. Louis, Missouri in the amount of \$120,887.76. Our estimate for this work based on previous similar project in Sikeston was \$122,000. We would recommend the bid amount as being favorable.

The bid from Missouri Asphalt Sealing was fully responsive to the request.

We are not familiar with Missouri Asphalt Sealing and Striping, and we checked with references from the St. Louis area Cities of St. Peters and Creve Couer and with St. Charles County, and we received favorable recommendations from all those entities.

We have verified that the asphalt sealing products proposed to be used by Missouri Asphalt Sealing and Striping are in compliance with our specifications.

Based on the above it can be inferred that Missouri Asphalt Sealting and Striping is a responsible contractor, and we recommend award of Bid Invitation 22-69 to Missouri Asphalt Sealing and Striping in the amount of \$120,887.76.

#### 4. Project Budget.

The project budget would be as follows:

Project Item	Amount
Lappe Contract Fronabarger Contract Missouri Asphalt Sealing	\$248,721.70 \$ 71,790.00 \$120,887.76
Total Construction Amount	\$441,399.46
Design Phase Engineering Construction Phase Engineering	\$ 26,483.00 \$ 22,070.00
Total Initial Project Budget =	\$489,952.46

#### 5. Contract Implementation.

To get the project started the City would need to act to award construction contracts as set our above. We would then issue formal notices of award and assemble the contract documents for execution by the City.

We should have contract documents ready for execution within 3 weeks after authorization. We will wait for your authorization before issuing the notices of award.

Please call if you would like additional information.

Sincerely,

WATERS ENGINEERING, INC.

John Chittenden, PE President

# BID TABULATION SIKESTON BID INVITATION 22-67

	ESTON DID INVITATION 22-07						
Rec	onstuction of Baker Lane		Lappe Cement Finishing Fronabarger Concre			Concreters	
Bid I	Date: April 7, 2022		Friedhei	m, MO	Oak Ridge, MO		
Item		Estimated	Unit	Extended	Unit	Extended	
No.	Description	Quantity	Price	Prices	Price	Prices	
	Reconstuction of Baker Lane wit	h Concret	e Pavement			<del>_</del>	
1c	Removal of Existing Pavements & Drainage	1 LS	· -	\$ 32,575.00	· <u>-</u>	\$ 62,000.00	
2c	6" Concrete Pavement & Paved Drainage on 4" Aggregate Base	3,448 SY	\$ 56.00 /SY	\$193,088.00	\$ 52.00 /SY	\$179,296.00	
3с	Standard Duty Concrete Driveway Replacement (6"/4")	171 SY	\$ 67.70 /SY	\$ 11,576.70	\$ 63.00 /SY	\$ 10,773.00	
4c	5" Concrete Sidewalk on 4" Aggregate Base	18 SY	\$ 96.00 /SY	\$ 1,728.00	\$ 110.00 /SY	\$ 1,980.00	
5c	Truncated Dome Detectable Surface	18 SF	\$ 39.00 /SF	\$ 702.00	\$ 20.00 /SF	\$ 360.00	
6с	Rem. Unsuitable & Replace w/Crushed Stone	40 Ton	\$ 46.00 /SF	\$ 1,840.00	\$ 60.00 /SF	\$ 2,400.00	
7c	Sanitary Sewer Manhole Top Adjustments	5 EA	\$ 370.00 /ton	\$ 1,850.00	\$1,500.00 /ton	\$ 7,500.00	
8c	Water Valve Box Top Adjustments	2 EA	\$ 92.00 /LF	\$ 184.00	\$ 250.00 /LF	\$ 500.00	
9c	Drop Inlet Top Adjustments	2 EA	\$ 884.00 /LF	\$ 1,768.00	\$1,000.00 /LF	\$ 2,000.00	
10c	Construction Signing & Traffic Control	1 LS	-	\$ 3,410.00	<u>-</u>	\$ 2,800.00	
T	otal Bid Amount for Bid Invitation 22-67: Baker Lane	Reconstruction	on in Concrete	\$248,721.70		\$269,609.00	
Reconstuction of Baker Lane with Asphalt Pavement						I. <u>, , , , , , , , , , , , , , , , , , ,</u>	
1a	Removal of Existing Pavements	1 LS	· .			\$ 64,000.00	
2a	Concrete Paved Drainage on 4" Aggregate Base	498 SY	/SY		\$ 125.00 /SY	\$ 62,250.00	
За	4" Asphalt Pavement on 6" Aggregate Base	2,950 SY	/SY		\$ 39.00 /SY	\$115,050.00	
4a	Standard Duty Concrete Driveway Replacement (6"/4")	171 SY	/SF		\$ 63.00 /SF	\$ 10,773.00	
5a	5" Concrete Sidewalk on 4" Aggregate Base	18 SY	/SF		\$ 110.00 /SF	\$ 1,980.00	
6a	Truncated Dome Detectable Surface	18 SF	/ton		\$ 20.00 /ton	\$ 360.00	
7a	Rem. Unsuitable & Replace w/Crushed Stone	40 Ton	/LF		\$ 60.00 /LF	\$ 2,400.00	
8a	Sanitary Sewer Manhole Top Adjustments	5 EA	/LF		\$1,500.00 /LF	\$ 7,500.00	
9a	Water Valve Box Top Adjustments	2 EA	/EA		\$ 250.00 /EA	\$ 500.00	
10a	Drop Inlet Top Adjustments	2 EA	/EA		\$1,000.00 /EA	\$ 2,000.00	
11a	Construction Signing & Traffic Control	1 LS	-		-	\$ 2,800.00	
	Total Bid Amount for Bid Invitation 22-67: Baker Lar	· _	·	NO BID	<del></del>	\$269,613.00	

I, the undersigned, do hereby certify that the above is an accurate tabulation of all bids received on April 7, 2022 for the 2022 Sikeston Street Improvements under Bid Invitation 22-67.

John Chittenden, PE



# BID TABULATION SIKESTON BID INVITATION 22-68

Rec	onstuction of New Madrid & Trotter Inte	rsection	Fronabarger	Concreters	Lappe Cemer	nt Finishing
Bid C	Pate: April 7, 2022		Oak Rid	Oak Ridge, MO Friedheim, MO		
Item No.	item Description	Estimated Quantity	Unit Price	Extended Prices	Unit Price	Extended Prices
1	Removal of Existing Pavements & Drainage	1 LS	-	\$ 12,500.00	-	\$ 7,600.00
2	7" Concrete Pavement & Paved Drainage on 5" Aggregate Base (All types)	297 SY	\$ 75.00 /SY	\$ 22,275.00	\$ 104.00 /SY	\$ 30,888.00
3	5" Concrete Sídewalk & Ramps on 4" Aggregate Base	47 SY	\$ 100.00 /SY	\$ 4,700.00	\$ 96.00 /SY	\$ 4,512.00
4	6-inch Concrete Curb Along Ramps	53 LF	\$ 25.00 /SY	\$ 1,325.00	\$ 12.00 /SY	\$ 636.00
5	Truncated Dome Detectable Surface	50 SF	\$ 20.00 /SF	\$ 1,000.00	\$ 32.00 /SF	\$ 1,600.00
6	Pavement Markings	124 SF	\$ 10.00 /SF	\$ 1,240.00	\$ 10.00 /SF	\$ 1,240.00
7	Rem. Unsuitable & Replace w/Crushed Stone	20 ton	\$ 60.00 /ton	\$ 1,200.00	\$ 44.00 /ton	\$ 880.00
8	12-inch DIP Stormsewer	94 LF	\$ 150.00 /LF	\$ 14,100.00	\$ 130.00 /LF	\$ 12,220.00
9	Type C Drop Inlets	3 EA	\$2,500.00 /LF	\$ 7,500.00	\$4,440.00 /LF	\$ 13,320.00
10	Junction Box with Cast-in-Place Top	1 EA	\$2,250.00 /EA	\$ 2,250.00	\$5,500.00 /EA	\$ 5,500.00
11	Sewer Manhole Adjustment	1 EA	\$1,200.00 /EA	\$ 1,200.00	\$ 400.00 /EA	\$ 400.00
12	Construction Signing & Traffic Control	1 LS	-	\$ 2,500.00	-	\$ 3,900.00
Tota	l Bid Amount for Bid Invitation 22-68: Reconstruction Intersection	n of New Mad	Irid and Trotter	\$ 71,790.00		\$ 82,696.00

HIMMINIAN TE OF MISSON

JOHN D. CHITTENDEN NUMBER E-18826

MINING ROFESSION

l, the undersigned, do hereby certify that the above is an accurate tabulation of all bids received on April 7, 2022 for the 2022 Sikeston Street Improvements under Bid Invitation 22-68.

John Chittenden, PE

# BID TABULATION SIKESTON BID INVITATION 22-69

1	:k Repair & Sealcoating ı Matthews Subdivisions, Thrush & Cardin	al	Missouri Asphalt Sealing & Striping				Causey Companies				
Bid Date: April 7, 2022   Item   Item   Estimated   No.   Description   Quantity		St. Louis, MO Unit Extended Price Prices		Unit Price	exter	<u> </u>	O Extended Prices				
1	Std. Duty Asphalt Replacement in Seal Coat Areas (3" Bit on 6" Rock)	16 SY	\$	415.00	/SY	\$	6,640.00	\$ 526.80	/SY	\$	8,428.80
2	StdDuty Concrete Replacement in Seal Coat Areas (6" Conc on 4" Rock)	27 SY	\$	343.00	/SY	\$	9,261.00	\$ 321.10	/SY	\$	8,669.70
3	Crack Routing and Sealing	27,798 LF	\$	1.12	/LF	\$	31,133.76	\$ 1.19	/LF	\$	33,079.62
4	Seal Coat	41,402 SY	\$	1.50	/SY	\$	62,103.00	\$ 1.96	/SY	\$	81,147.92
5	12-inch DIP	25 LF	\$	450.00	/LF	\$	11,250.00	\$ 330.40	/LF	\$	8,260.00
6	Ties to Existing Drop Inlets	2 EA	\$	250.00	/EA	\$	500.00	\$ 200.00	/EA	\$	400.00

I, the undersigned, do hereby certify that the above is an accurate tabulation of all bids received on April 7, 2022 for the 2022 Sikeston Street Improvements under Bid Invitation 22-69.

Total Bid Amount for Bid Invitation 22-69: Crack Repair & Seal Coat Projects

John Chittenden, PE



\$139,986.04

120,887.76

# **City of Sikeston**

### **Council Letter**

Date of Meeting: 22-04-25

Originating Department: Public Works Department

To the Mayor and City Council:

<u>Subject:</u> Award, Bid #22-61, CY-22 Street Improvement Program- Lambert Engineering & Surveying

#### Attachment(s):

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

#### **Action Options:**

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

#### Background:

On March 29, 2022, the City opened base bid # 22-61 for the milling and asphalting of the following:

N. Scott St- Mill and Resurface (W. Malone to W. North)

W North St- Mill & Resurface (Luther to N. West)

Shady Lane- Mill and Resurface (Ables to Oklahoma)

Comstock- Mill and Resurface (Crowe to Cul-de-sac)

Collins Drive- Mill and Resurface (S Prairie to Cul-de-sac)

Benton St- Mill and Resurface (Warner to Cul-de-sac)

This bid also included one alternate (Alternate Bid #1) which includes the milling and asphalting of W. Wakefield- Mill and Resurface (Ditch #4 to Hwy BB).

This work is part of the routine CY-22 Street improvement Program with funding appropriated through the Transportation Sales Tax Fund and the Capital Improvement Fund.

ASA Asphalt Company of Cape Girardeau, Missouri submitted a low bid with a price of \$282,645.61 for the Base Bid and a bid of \$147,161.05 for Alternate Bid #1. We ask that Council award both the base Bid #22-61 and Alternate Bid #1 to ASA Asphalt Company for a total of \$429,806.66.

The bid tabulation sheet is attached for your review.

# LAMBERT & SURVEYING

125 North New Madrid St. Sikeston, Missouri 63801 Phone: 573-471-7442 Fax: 573-471-7499

Cell: 573-380-7645

April 18, 2022

Mr. Jay S. Lancaster, PE Director of Public Works City of Sikeston, City Hall 105 East Center Street Sikeston, Missouri 63801

Re:

FY 2022 Street Improvements

Street Improvements Contract 22-61

Dear Jay:

Attached is a copy of the bid tabulations on the FY 2022 Street Improvements for Contract 22-61 that was let on March 29, 2022.

As you will note on the attached bid tabulation, ASA Asphalt Company was the low bidder on the FY 2022 Street Improvements - Contract 22-61 for the Base Bid plus Alternate No.1. The Base Bid includes West North Street, North Scott Street, Shady Lane, Comstock Street, Collins Street and Benton Street. Alternate No.1 includes West Wakefield Avenue. Therefore, we would recommend that ASA Asphalt Company be awarded the contract for the FY 2022 Street Improvements - Contract 22-61 in the amount of \$429,806.66.

If you have any questions regarding this project, or need any assistance, then please feel free to contact our office at 573-380-7645.

Sincerely,

Chris W. Lambert, PE & PLS

LAMBERT ENGINEERING & SURVEYING

Street Improvements Contract No. 22-61 FY 2022 Street Improvements

Sikeston, Missouri

Bid Opening: March 29, 2022

2							
	-			ASA Asphalt Company	mpany	Pace Construction Company, LLC	Company, LLC
BA	BASE BID	_		P.O. Box 637	137	1620 Woodson Road	in Road
				Cape Girardeau, Missouri 63701	souri 63701	St. Louis, Missouri 63114	ouri 63114
Item	Item Estimated			Unit	Total	Unit	Total
No.	Quantity	le sa	Description	Price	Price	Price	Price
-	2.490	NOL	Section 401 BP-2 Bituminous Leveling & Surface Course	\$84.12	\$84.12 \$209,458.80	\$98.75	\$245,887.50
2	13,819	SY	Cold Milling	\$3.85	\$53,203.15	\$3.25	\$44,911.75
က	_	EA	Storm Sewer Drop Inlet	\$3,990.00	\$3,990.00	\$3,990.00	\$3,990.00
4	35	4	LF 12" Storm Sewer Pipe	\$62.00	\$2,170.00	\$60.00	\$2,100.00
2	425	4	Concrete Paved Drainage	\$28.70	\$12,197.50	\$28.70	\$12,197.50
9	00	EA	Manhole Adjustments	\$203.27	\$1,626.16	\$185.00	\$1,480.00
The second name of the second	The second secon	-					

\$282,645.61

Total Construction Cost for Items 1 thru 6:

\$310,566.75

\$3,990.00 \$2,100.00 \$12,197.50

				ASA Asphalt Company		Pace Construction Company, LLC	Company, LLC
AL	<b>TERNA</b>	世	ALTERNATE BID NO. 1	P.O. Box 637	37	1620 Woodson Road	n Road
				Cape Girardeau, Missouri 63701	souri 63701	St. Louis, Missouri 63114	ouri 63114
Item	Estimated			Unit	Total	Unit	Total
No.	Quantity		Description	Price	Price	Price	Price
-	1.410	NOT	Section 401 BP-2 Bituminous Leveling & Surface Course	\$84.15	\$84.15 \$118,651.50	\$86.00	\$121,260.00
2	8,365	SY	Cold Milling	\$3.23	\$27,018.95	\$2.35	\$19,657.75
8	2	EA	Concrete Flumes	\$464.00	\$928.00	\$464.00	\$928.00
4	290	4	Ditch Re-Shaping	\$1.94	\$562.60	\$10.50	\$3,045.00

Total Construction Cost for Items 1 thru 4:

Total Construction Cost for Base Bid Plus Alternate No. 1

\$429,806.66

\$144,890.75

\$147,161.05

05.

of all bids received on March 29, 2022 for the FY 2022 Street Improvements I, the undersigned do hereby certify that the above is an accurate tabulation Contract No. 22-61 for the City of Sikeston, Missouri.

Chris W. Lambert, PE

## **City of Sikeston**

### **Council Letter**

Date of Meeting: 22-04-25

Originating Department: Finance Division

To the Mayor and City Council:

<u>Subject:</u> Authorization to Renew Commercial Property and Casualty Insurance

#### Attachment(s):

Renewal Quotes

#### Action Options:

- 1. Authorize Payment to Marsh Wortham Insurance Co.
- 2. Other actions as Council may deem appropriate

#### Background:

Marsh Wortham provided the attached renewal quote for the City's liability and casualty coverages. Costs increased \$37,761 above last year. The main driving factor of this year's increase is property values, in 2021 the property limit was \$40,174,616 and 2022 \$53,889,165. This this chart provides a comparison of the current renewal from Traveler's compared to last year's rates.

Coverage	5/1/2021	5/1/2022
	Travelers	Travelers
Commercial Package Insurance Policy: General Liability,		
Employee Benefits Liability, Inland Marine, Crime, Law		
Enforcement Liability, Public Officials Liability, and Employment		
Practices Liability	\$124,264	\$128,172
	\$78,328	\$87,039
Commercial Automobile Insurance Policy	\$10,000 Deductible	\$10,000 Deductible
Commercial Umbrella Insurance Policy	\$50,262	\$55,864
Deluxe Property	\$51,964	\$71,504
Total all Premiums	\$304,818	\$342,579

It is the recommendation of staff to authorize payment in the amount of \$342,579 to Marsh Wortham Insurance for property and liability insurance for the period of May 1, 2022, through May 1, 2023.





PRESENTED BY

MARSH WORTHAM-HOUSTON PO BOX 1388 HOUSTON, TX - 772511388 PROPOSED ON 03/23/2022 FOR

CITY OF SIKESTON 105 EAST CENTER STREET SIKESTON, MO 63801

On behalf of MARSH WORTHAM-HOUSTON and The Travelers Companies, Inc. and its affiliates, we appreciate the opportunity to provide CITY OF SIKESTON with the following policy proposal.



#### Travelers Risk Control: Our Expertise is Your Advantage

Travelers Risk Control is an innovative provider of cost-effective risk management services and products. As one of the largest Risk Control departments in the industry, our scale allows the right resource at the right time to meet customer needs. For over 110 years, our loss prevention professionals have assisted agents, brokers and customers across the country and around the world.

https://www.travelers.com/risk-control



### Claim Services:

Travelers has over 11,000 highly trained Claim professionals located across the U.S. Our local field representatives are supported by teams of dedicated customer service, catastrophe response, legal, medical, investigative, engineering, and large loss experts. Claims can be complex and expensive. We'll help you manage claims to control your total insk-related costs.

https://www.travelers.com/claims

# Meet your Travelers team

### General

### **Overall Account**

Eli Danze Account Executive EDANZE@travelers.com 210-525-3925

### **Policy Services**

Elizabeth Bernal Operations Account Specialist EBERNAL@travelers.com 210-525-3827

To report, ask a question or discuss a claim please call 1-800-238-6225. A Claim Customer Service Representative is available 24 hours a day, 7 days a week to take the first notice of loss or provide assistance on any existing claim.

# Your policies

### **Commercial Property Deluxe Program**

**Policy Number** H-630-9R613489-TIL-22

**Effective** 05/01/2022 – 05/01/2023

Insuring Company TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

### **General Liability**

Policy Number ZLP-61N40009-22-PB

**Effective** 05/01/2022 – 05/01/2023

Insuring Company THE CHARTER OAK FIRE INSURANCE CO

### **Employee Benefit Liability**

Policy Number ZLP-61N40009-22-PB

**Effective** 05/01/2022 – 05/01/2023

Insuring Company THE CHARTER OAK FIRE INSURANCE CO

### Law Enforcement Liability

Policy Number ZLP-61N40009-22-PB

**Effective** 05/01/2022 – 05/01/2023

Insuring Company THE CHARTER OAK FIRE INSURANCE CO

### **Public Entity Management Liability**

Policy Number ZLP-61N40009-22-PB

**Effective** 05/01/2022 – 05/01/2023

**Insuring Company** THE CHARTER OAK FIRE INSURANCE CO

### Public Entity Employment-Related Practices Liability

**Policy Number** ZLP-61N40009-22-PB

**Effective** 05/01/2022 - 05/01/2023

**Insuring Company** THE CHARTER OAK FIRE INSURANCE CO

### **Auto Liability**

**Policy Number** 810-9R613489-22-PB

**Effective** 05/01/2022 - 05/01/2023

**Insuring Company** THE TRAVELERS INDEMNITY COMPANY

### **Auto Physical Damage**

**Policy Number** 810-9R613489-22-PB

**Effective** 05/01/2022 - 05/01/2023

**Insuring Company** THE TRAVELERS INDEMNITY COMPANY

### **Umbrella Liability**

**Policy Number** ZUP-81N41653-22-PB

**Effective** 05/01/2022 - 05/01/2023

**Insuring Company** TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

# Locations schedule

### 630 - 9R613489 - Commercial Property Deluxe Program

LOC/BLDG	DESCRIPTION	ADDRESS	
1/1	MUNICIPAL COURT	129 N NEW MADRID, SIKESTON, MO, 63801	
2/2	ROTARY PARK	ROTARY PARK, SIKESTON, MO, 63801	
3/3	FIELD 6 BACKSTOP	RECREATION COMPLEX, SIKESTON, MO, 63801	
3/4	FIELD 8 BACKSTOP JBR	RECREATION COMPLEX, SIKESTON, MO, 63801	
3/5	NORTH FIELD BACKSTOP	RECREATION COMPLEX, SIKESTON, MO, 63801	
3/6	NORTH (MEN'S) FIELD BACKSTOP	RECREATION COMPLEX, SIKESTON, MO, 63801	
4/7	DRESSING ROOM	VFW PARK, SIKESTON, MO, 63801	
5/8	PLAYGROUND EQUIPMENT	CLAYTON PARK 1200 BUTLER AVE, SIKESTON, MO, 63801	
6/9	LARGE FLAG POLE SURROUNDED BY 4 SMA	RECREATION COMPLEX, SIKESTON, MO, 63801	
7/10	SHELTER HOUSE	LINCOLN PARK, SIKESTON, MO, 63801	
7/11	SHELTER HOUSE	LINCOLN PARK, SIKESTON, MO, 63801	
7/12	HUTCHINSON RECREATION PLAYGROUND ST	LINCOLN PARK, SIKESTON, MO, 63801	
8/13	6-60' POLES/FIXTURES	ROTARY PARK, SIKESTON, MO, 63801	
9/14	SHELTER HOUSE	LINCOLN PARK, SIKESTON, MO, 63801	
10/15	SCOREBOARD FIELD #6	RECREATION COMPLEX, SIKESTON, MO, 63801	
10/16	MIRACLE MODULAR PLAYGROUND SYSTEM	RECREATION COMPLEX, SIKESTON, MO, 63801	
11/17	DRESSING ROOMPRESS BOX	VFW PARK, SIKESTON, MO, 63801	
11/18	VFW BASEBALL BACKSTOP	VFW PARK, SIKESTON, MO, 63801	
12/19	GAME TIME MODULAR PLAYGROUND SYSTEM	RECREATION COMPLEX, SIKESTON, MO, 63801	
12/20	MIRACLE MODULAR PLAYGROUND SYSTEM	RECREATION COMPLEX, SIKESTON, MO, 63801	
13/21	8 POLES/FIXTURES	JOHN DANDER FIELD, SIKESTON, MO, 63801	
14/22	MIRACLE MODULAR PLAYGROUND SYSTEM	RS MATTHEWS PARK, SIKESTON, MO, 63801	
15/23	8 POLES/FIXTURES (MEN'S BALLFIELD)	RECREATION COMPLEX, SIKESTON, MO, 63801	
16/24	8 LIGHT POLES WITH FIXTURES	VFW PARK, SIKESTON, MO, 63801	
17/25	FIELD 1 BACKSTOP	RECREATION COMPLEX, SIKESTON, MO, 63801	
18/26	CONCESSION STAND/RESTROOMS	VFW PARK, SIKESTON, MO, 63801	
19/27	FUEL FARM	301 N WEST ST, SIKESTON, MO, 63801	
20/28	ELECTRONIC SCORE BOARD	VFW PARK, SIKESTON, MO, 63801	
21/29	1 EMERGENCY SIREN (\$500 DED)	INDUSTRIAL PARK, SIKESTON, MO, 63801	
22/30	MIRACLE MODULAR PLAYGROUND SYSTEM	LINCOLN PARK, SIKESTON, MO, 63801	
23/31	FIELD 5 BACKSTOP	RECREATION COMPLEX, SIKESTON, MO, 63801	

24/32	GAZEBO	MALONE PARK 1912 N SCOTT ST, SIKESTON, MO, 63801
25/33	SKATEPARK	RECREATION COMPLEX, SIKESTON, MO, 63801
25/34	52 STREET AREA LIGHT POLE FIXTURES	RECREATION COMPLEX, SIKESTON, MO, 63801
26/35	WAREHOUSE	506 N MAIN, SIKESTON, MO, 63801
27/36	6 STEEL POLES WITH FIXTURES, FIELD	RECREATION COMPLEX, SIKESTON, MO, 63801
27/37	6 STEEL POLES AND LIGHTS	RECREATION COMPLEX, SIKESTON, MO, 63801
27/38	POLES FIELDS 5 &6	RECREATION COMPLEX, SIKESTON, MO, 63801
28/39	BLEACHERS	VFW PARK, SIKESTON, MO, 63801
29/40	18 - 60' LITTLE LEAGUE POLES & LIGH	RECREATION COMPLEX, SIKESTON, MO, 63801
30/41	RESTROOMS	DUDLEY PARK APPLEGATE ST, SIKESTON, MO, 63801
31/42	RESTROOMS	MARY LOU MONTGOMERY PARK 101, COTTONWOOD DR, SIKESTON, MO, 63801
32/43	CONCESSION STAND/RESTROOMS (FOOTBAL	RECREATION COMPLEX, SIKESTON, MO, 63801
32/44	CONCESSION STAND/RESTROOMS (T- BALL)	RECREATION COMPLEX, SIKESTON, MO, 63801
32/45	CONCESSION STAND/RESTROOMS (SOCCER)	RECREATION COMPLEX, SIKESTON, MO, 63801
33/46	RESTROOMS	ROBERTA ROWE PARK 101 ALABAMA ST, SIKESTON, MO, 63801
34/47	RESTROOMS	ROTARY PARK, SIKESTON, MO, 63801
35/48	CONCESSION STAND/RESTROOMS (SOCCER)	RECREATION COMPLEX, SIKESTON, MO, 63801
35/49	CONCESSION STAND/RESTROOMS (SOCCER)	RECREATION COMPLEX, SIKESTON, MO, 63801
36/50	T HANGAR BUILDING	MUNICIPAL AIRPORT 160 INDUSTRIAL DR, SIKESTON, MO, 63801
37/51	WAREHOUSE	316 N WEST ST, SIKESTON, MO, 63801
38/52	6 EMERGENCY SIRENS (\$500 DED)	TBD, SIKESTON, MO, 63801
39/53	WAREHOUSE	RECREATION COMPLEX, SIKESTON, MO, 63801
40/54	RESTROOMS	LINCOLN PARK, SIKESTON, MO, 63801
41/55	REPAIR HANGAR AND OFFICE	MUNICIPAL AIRPORT 160 INDUSTRIAL DR, SIKESTON, MO, 63801
41/56	AWOS SYSTEM	MUNICIPAL AIRPORT 160 INDUSTRIAL DR, SIKESTON, MO, 63801
42/57	CONCESSION STAND/RESTROOMS (LITTLE	RECREATION COMPLEX, SIKESTON, MO, 63801
42/58	CONCESSION STAND/RESTROOMS (JUNIOR)	RECREATION COMPLEX, SIKESTON, MO, 63801
43/59	AIRPORT RUNWAY LIGHTING SYSTEM	MUNICIPAL AIRPORT 160 INDUSTRIAL DR, SIKESTON, MO, 63801
44/60	WAREHOUSE	320 N WEST ST, SIKESTON, MO, 63801
45/61	CITY GARAGE - PARTIAL	316 N WEST ST, SIKESTON, MO, 63801

46/62	ANIMAL SHELTER	1900 COMPRESS, SIKESTON, MO, 63801
47/63	MAUSOLEUM	CITY CEMETERY, SIKESTON, MO, 63801
48/64	WAREHOUSE	316 N WEST ST, SIKESTON, MO, 63801
49/65	ADMINISTRATION OFFICE	MUNICIPAL AIRPORT 160 INDUSTRIAL DR, SIKESTON, MO, 63801
50/66	OLD DPS HEADQUARTERS- HISTORIC MIDTO	215 N NEW MADRID, SIKESTON, MO, 63801
51/67	CLINTON COMMUNITY BUILDING	501 CAMPANELLA, SIKESTON, MO, 63801
52/68	FIRE STATION #1 - 2 STORY	301 N WEST ST, SIKESTON, MO, 63801
53/69	FIRE STATION #3 - 2 STORY	2003 ABLES RD, SIKESTON, MO, 63801
54/70	INDUSTRIAL BUILDING AND OUTBUILDING	1620 E MALONE, SIKESTON, MO, 63801
55/71	FIRE STATION #2 - 2 STORY	506 N MAIN, SIKESTON, MO, 63801
56/72	CITY ADMINISTRATION BUILDING - 2 ST	105 E CENTER, SIKESTON, MO, 63801
57/73	PUBLIC SAFETY HEADQUARTERS - 2 STOR	201 S KINGSHIGHWAY, SIKESTON, MO, 63801
58/74	DOCK BUILDING - INCL W/ABOVE	1620 E MALONE, SIKESTON, MO, 63801
58/75	PIT BUILDING - INCL W/ABOVE	1620 E MALONE, SIKESTON, MO, 63801
59/76	COMPUTERS	105 E CENTER, SIKESTON, MO, 63801
60/77	COMPUTERS	201 S KINGSHIGHWAY, SIKESTON, MO, 63801
60/78	E-911 TELEPHONE, RADIO & CAD EQUIPM	201 S KINGSHIGHWAY, SIKESTON, MO, 63801
61/79	COMPUTERS	301 N WEST ST, SIKESTON, MO, 63801
62/80	COMPUTERS	506 N MAIN, SIKESTON, MO, 63801
63/81	COMPUTERS	ABLES AND ILLINOIS, SIKESTON, MO, 63801
64/82	COMPUTERS	316 N WEST ST, SIKESTON, MO, 63801
65/83	COMPUTERS	160 INDUSTRIAL DR, SIKESTON, MO, 63801
66/84	COMPUTERS	1900 COMPRESS RD, SIKESTON, MO, 63801
67/85	UNILEVER SOUTH BUILDING	1010 COUNTY LINE RD, SIKESTON, MO, 63801
68/86	CLEAR SPAN BUILDING- SALT STORAGE	RECREATION COMPLEX, SIKESTON, MO, 63801
69/87	CLEAR SPAN BUILDING- SALT STORAGE	316 N WEST ST, SIKESTON, MO, 63801
70/88	COMPUTERS	131 N NEW MADRID, SIKESTON, MO, 63801
71/89	STALLCUP BUILDING	104 E FRONT ST, SIKESTON, MO, 63801
73/91		MO,

**Policy Number** 

630-9R613489

### Coverages and limits of insurance – described premises

Insurance applies on a BLANKET basis only to a coverage or type of property for which a Limit of Insurance is shown below, and then only at the premises locations for which a value for such coverage or property is shown on the Statement of Values dated 5/1/2021, or subsequently reported to and insured by us. For Insurance that applies to a specific premises location see Deluxe Property Coverage Part Schedule - Specific Limits

BLANKET DESCRIPTION OF COVERAGE OR PROPERTY LIMITS OF INSURANCE **Building and Your Business Personal Property** \$53,889,165

### Co-insurance provision

Coinsurance does not apply to Blanket Coverages shown above.

### Valuation provision

Replacement cost (subject to limitations) applies to most types of covered property (See Valuation Loss Condition).

### Deluxe property coverage part schedule - specific limits described premises

Insurance applies only to a premises location and building number and to a coverage or type of property for which a Specific Limit of Insurance is shown on schedule.

### Co-insurance provision

Coinsurance does not apply to any Building, Personal Property or "Stock" coverage for which a Specific Limit of Insurance applies as shown on schedule.

### Valuation provision

Replacement cost (subject to limitations) applies to most types of covered property (See Valuation Loss Condition).

#### Other

LOC 036 - 050; LOC 037-051; LOC 041-055; LOC 041-056 AND LOC 048 -064

### Additional covered property

LIMITS OF INSURANCE Refer to policy for actual terms and conditions

Proposed on 03/23/2022 for MARSH WORTHAM-HOUSTON CITY OF SIKESTON - Policy Period 05/01/2022 - 05/01/2023

Personal Property at Undescribed Premises	
At any "exhibition" premises	Not Covered
At any installation premises or temporary storage premises	\$50,000
At any other not owned, leased or regularly operated premises	\$50,000
Personal Property in Transit	\$50,000

# Deluxe property coverage form - additional coverages & coverage extensions

The Limits of Insurance shown in the left column are included in the coverage form and apply unless a Revised Limit of Insurance or Not Covered is shown in the Revised Limits of Insurance column on the right. The Limits of Insurance apply in any one occurrence unless otherwise stated.

	LIMITS OF	REVISED LIMITS
Accounts Receivable	INSURANCE	OF INSURANCE
At all described premises	\$50,000	\$100,000
In transit or at all undescribed premises	\$25,000	\$50,000
Appurtenant Buildings and Structures	\$100,000	<del>+</del>
Claim Data Expense	\$25,000	
Covered Leasehold Interest – Undamaged Improvements &		
Betterments		
Lesser of Your Business Personal Property limit or:	\$100,000	
Debris Removal (additional amount)	\$250,000	
Deferred Payments	\$25,000	
Duplicate Electronic Data Processing Data and Media	\$50,000	\$100,000
Electronic Data Processing Data and Media		
At all described premises	\$50,000	
Employee Tools		
In any one occurrence	\$25,000	\$50,000
Any one item	\$2,500	\$5,000
Expediting Expenses	\$25,000	\$50,000
Extra Expense	\$25,000	
Fine Arts		
At all described premises	\$50,000	\$100,000
In transit	\$25,000	\$50,000
Fire Department Service Charge	Included*	
Fire Protective Equipment Discharge	Included*	
Green Building Alternatives – Increased Cost		
Percentage 1%		
Maximum amount – each building	\$100,000	
Green Building Reengineering and Recertification Expense	\$25,000	
Limited Coverage for Fungus, Wet Rot or		
Dry Rot – Annual Aggregate	\$25,000	
Loss of Master Key	\$25,000	
Newly Constructed or Acquired Property		
Buildings - each	\$2,000,000	
Personal Property at each premises	\$1,000,000	

<sup>\*</sup>Included means included in applicable Covered Property Limit of Insurance

# Deluxe property coverage form - additional coverages & coverage extensions

_	LIMITS OF	REVISED LIMITS
	INSURANCE	OF INSURANCE
Non-Owned Detached Trailers	\$25,000	
Ordinance or Law Coverage	\$250,000	\$500,000
Outdoor Property	\$25,000	\$50,000
Any one tree, shrub or plant	\$2,500	\$5,000
Outside Signs		
At all described premises	\$100,000	
At all undescribed premises	\$5,000	
Personal Effects	\$25,000	\$50,000
Personal Property At Premises Outside of the Coverage Territory	\$50,000	
Personal Property In Transit Outside of the Coverage Territory	\$25,000	\$50,000
Pollutant Cleanup and Removal – Annual Aggregate	\$100,000	
Preservation of Property		
Expenses to move and temporarily store property	\$250,000	
Direct loss or damage to moved property	Included*	
Reward Coverage		
25% of covered loss up to a maximum of:	\$25,000	
Stored Water	\$25,000	
Theft Damage to Rented Property	Included*	
Undamaged Parts of Stock in Process	\$50,000	
Valuable Papers and Records – Cost of Research		
At all described premises	\$50,000	\$100,000
In transit or at all undescribed premises	\$25,000	\$50,000
Water or Other Substance Loss – Tear Out and Replacement Expense	Included*	

<sup>\*</sup>Included means included in applicable Covered Property Limit of Insurance

# Deluxe business income (and extra expense) coverage form - described premises

PREMISES LOCATION NO.	BUILDING NO.	LIMITS OF INSURANCE
001-071	001-089	\$1,000,000

Rental Value: Included
Ordinary Payroll: Included

# Deluxe business income - additional coverages and coverage extensions

The Limits of Insurance, Coverage Period and Coverage Radius shown in the left column are included in the coverage form and apply unless a revised Limit of Insurance, Coverage Period, Coverage Radius or Not Covered is shown under the column on the right. The Limits of Insurance apply in any one occurrence unless otherwise stated.

	LIMITS OF	REVISED LIMITS
	INSURANCE, COVERAGE	OF INSURANCE,
	PERIOD OR COVERAGE RADIUS	COVERAGE PERIOD OR COVERAGE RADIUS
Business Income from Dependent Property	TALEIGO	OOVERVIOLIVIDIOO
At Premises Within the Coverage Territory	\$100,000	\$250,000
At Premises Outside of the Coverage Territory	\$100,000	
Civil Authority		
Coverage Period	30 days	
Coverage Radius	100 miles	
Claim Data Expense	\$25,000	
Contract Penalties	\$25,000	
Extended Business Income		
Coverage Period	180 days	
Fungus, Wet Rot or Dry Rot – Amended Period of Restoration		
Coverage Period	30 days	
Green Building Alternatives – Increased Period of Restoration	·	
Coverage Period	30 days	
Ingress or Egress	\$25,000	
Coverage Radius	1 mile	
Newly Acquired Locations	\$500,000	
Ordinance or Law - Increased Period of Restoration	\$250,000	
Pollutant Cleanup and Removal – Annual Aggregate	\$25,000	
Transit Business Income	\$25,000	
Undescribed Premises	\$25,000	

Causes of loss — Broad Form Flood — aggregate in any one policy year, for all losses covered under the Causes of loss — Broad Form Flood endorsement, commencing with the inception date of this policy:

		AGGREGATE LIMITS OF INSURANCE
01. Applies at the following Building(s) numbered:	01,27,32,46,51,60- 61,64,66,68,72- 73,76-79,82,87-89	\$250,000

If more than one Annual Aggregate Limit applies in any one occurrence, the most we will pay is the highest involved Annual Aggregate Limit. The most we will pay during each annual period is the highest of the Annual Aggregate Limits shown.

EXCESS OF LOSS LIMITATION APPLIES - See Causes of Loss - Broad Form Flood endorsement.

## Causes of loss – equipment breakdown

The insurance provided for loss or damage caused by or resulting from Equipment Breakdown is included in, and does not increase the Covered Property, Business Income, Extra Expense, and/or other coverage Limits of Insurance that otherwise apply under this Coverage Part.

11 7		
COVERAGE EXTENSION:	LIMITS OF INSURANCE	REVISED LIMITS OF INSURANCE
Spoilage	\$25,000	\$250,000
LIMITATIONS:	LIMITS OF INSURANCE	REVISED LIMITS OF INSURANCE
Ammonia Contamination	\$25,000	\$250,000
Hazardous Substance	\$25,000	\$250,000

## **Utility services**

	LIMITS OF INSURANCE
Direct Damage - in any one occurrence (See Utility Services – Direct Damage endorsement)	\$50,000
Time Element - in any one occurrence (See Utility Services – Time Element endorsement)	\$50,000

Coverage is provided for the following:

Water Supply

Communication Supply

Power Supply

Coverage for Overhead Transmission Lines is: excluded.

#### **Electronic Vandalism Limitation Endorsement DX T3 98**

Aggregate in any 12 month period of this policy:

\$10,000

#### Causes Of Loss-Equipment Breakdown DX T3 19

LIMIT OF INSURANCE

Spoilage Limit:	\$250,000
Ammonia Contamination Limit:	\$250,000
Hazardous Substance Limit:	\$250,000

#### **ADDITIONAL COVERED PROPERTY DX T3 62**

Prem#	Bldg#	Desc. Of Property	Limit Of Insurance
003	003	BUILDING COVERAGE: FENCES OUTSIDE OFBUILDINGS	\$12,000
003	004	BUILDING COVERAGE: FENCES OUTSIDE OFBUILDINGS	\$12,000
003	005	BUILDING COVERAGE: FENCES OUTSIDE OFBUILDINGS	\$12,000
003	006	BUILDING COVERAGE: FENCES OUTSIDE OFBUILDINGS	\$12,000
011	018	BUILDING COVERAGE: FENCES OUTSIDE OFBUILDINGS	\$19,125
017	025	BUILDING COVERAGE: FENCES OUTSIDE OFBUILDINGS	\$21,000
023	031	BUILDING COVERAGE: FENCES OUTSIDE OFBUILDINGS	\$29,300

## Public Sector Services Additional Coverage Endorsements

Law Enforcement Animals DX T4 46	LIMIT OF INSURANCE
Any one law enforcement animal	\$10,000
All law enforcement animals – maximum per occurrence	\$20,000
Public Entity Property Extensions DX T4 47	LIMIT OF INSURANCE
Confiscated Property	\$100,000
Street Lights – each item	\$50,000
Street Lights – maximum per occurrence	\$100,000
Street Signs – each item	\$5,000
Street Signs – maximum per occurrence	\$50,000
Traffic Signs and Lights – each item	\$50,000

Proposed on 03/23/2022 for MARSH WORTHAM-HOUSTON CITY OF SIKESTON - Policy Period 05/01/2022 - 05/01/2023

Refer to policy for actual terms and conditions

Traffic Signs and Lights – maximum per occurrence	\$100,000
Stadium Lights – per occurrence	\$50,000
Stadium Lights – maximum per occurrence	\$100,000

#### **Deductibles**

## By Flood

**OCCURENCE** 

01. At each of the following Building(s) numbered:

001,027,032,046,051,060-

061,064,066,068,072-073,076-079,082,087-089

in any one occurrence \$50,000

As respects Business Income Coverage a 72 hour deductible applies at all premises locations.

## By Windstorm or Hail

At the following described premises:

PREMISES LOCATION NO	BUILDINGS NO	
001-071	001-089	

in any one occurrence: \$50,000

As respects Business Income Coverage a 72 hour deductible applies at all premises locations above.

## To Utility Services

Direct Damage, in any one occurrence: Time Element, in any one occurrence: \$10,000 72Hours

## To "Electronic Data Processing Data And Media"

in any one occurrence:

\$1,000

#### **Business Income**

As respects Business Income Coverage, for which no other deductible is stated above or in the coverage description, a 72 hour deductible applies.

## **Any Other Covered Loss**

in any one occurrence:

\$10,000

## **Rating Basis**

Total Rating Basis	\$56,029,230
Building Rate	0.125
Business Personal Property Rate	0.094
Time Element Rate	0.051
Premium for Policy Period	\$71,504

Note: The Premium shown above includes the premium charged for Equipment Breakdown coverage. The premium for Equipment Breakdown coverage is \$3,618.

If you elect not to purchase Equipment Breakdown coverage, please contact your Account Executive and a revised quote without Equipment Breakdown coverage will be sent to you.

## Deluxe Property Coverage Part Schedule – Specific Limits

PREM	BUILDING	DESCRIPTION OF COVERAGE OR PROPERTY	LIMITS OF INSURANCE
36	50	Buildings	\$102,672
37	51	Buildings	\$103,000
41	55	Buildings	\$144,872
41	56	Buildings	\$151,611
48	64	Buildings	\$617,910
48	64	Your Business Personal Property	\$20,000

630-9R613489

## Contractors Equipment Coverage Form CM T2 42

#### **COVERAGE AND LIMITS OF INSURANCE**

#### **Covered Property**

Coverage consists of the following when indicated by an 'X':

Coverage consists of the following when indicated by an A.		
X Scheduled Equipment		
As shown on the most current schedule on file with us. The amount shown on such schedul each item of equipment is the limit of insurance applying to that item.	lefor	
Total limit of insurance for all Scheduled Equipment:	\$1,932,229	
X Unscheduled Owned Equipment		
Total limit of insurance for all unscheduled owned equipment:	\$100,000	
Limit of insurance for any one unscheduled owned item of equipment: \$5,000		
X Unscheduled Equipment Owned By Others		
Limit of insurance for any one unscheduled item of equipment leased, rented, or borrowed from others:	\$100,000	
Total limit of insurance for all items of Equipment in any one Occurrence:	\$2,132,229	

#### **Deductible**

Deductible applying to all covered loss or damage indicated by an 'X' below unless a more specific Deductible for the covered loss or damage is shown elsewhere in this proposal:

X Dollar Deductible: \$1,000

#### **Valuation and Coinsurance**

#### Valuation

The following Valuation applies to the applicable Covered Property:

#### **Scheduled Equipment:**

Actual Cash Value Valuation applies unless replaced by the Optional Valuation indicated by an X'.

#### **Unscheduled Owned Equipment:**

Actual Cash Value Valuation applies unless replaced by the Optional Valuation indicated by an X'.

#### **Equipment Owned By Others:**

The amount for which you are legally liable, not to exceed Replacement Cost.

Coinsur			
The follo	•	ince applies to Scheduled Items when ir	
	100%	90% X 80%	No Coinsurance Applies
Premiu			
		n options apply when indicated by an 'X'	·.
			•
Χ	Scheduled a	and Unscheduled Owned Equipment	
	Х	Non Reporting	
		Premium	\$5,934
		Premium Adjustment	
		Premium Base Estimated Premium Base Amount Annual Rate Per \$100 Inception Premium Adjustment Rate Per \$100	Values
Х	Leased Or F	Rented From Others	
	Χ	Non Reporting	
		Premium	\$50
		Premium Adjustment Premium Base Estimated Premium Base Amount Inception Premium Adjustment Rate Per \$100	Values
Total P	remium Due A	At Inception:	\$5,984
Other Te	erms and Co	nditions	
CM B0 9	7 - Contracto	rs Equipment Supplemental Declaration	ns

COVERAGE EXTENSIONS	LIMIT OF INSURANCE
Business Personal Property In Job Trailers:	\$10,000
Document And Data Restoration Costs:	\$50,000
Fire Protective Systems:	\$75,000

Proposed on 03/23/2022 for MARSH WORTHAM-HOUSTON CITY OF SIKESTON - Policy Period 05/01/2022 - 05/01/2023

Hauling Property Of Others:	\$100,000
Newly Acquired Equipment - Per Item:	\$250,000
Rental Costs:	
Any One Item:	\$5,000
Any One Occurrence:	\$25,000
Upgrades To Covered Property:	\$25,000

ADDITIONAL COVERAGES	LIMIT OF INSURANCE
Claim Data Expenses:	\$5,000
Continuing Rental Payments:	
Any One Item:	\$5,000
Any One Occurrence:	\$25,000
Contract Penalty:	\$25,000
Debris Removal Increased Limit:	\$75,000
Employee Tools, Equipment And Clothing:	
Any One Item:	\$1,000
Any One Employee:	\$2,500
Any One Occurrence:	\$5,000
Errors Or Unintentional Omissions:	\$100,000
Expediting Expenses:	\$25,000
Expendable Supplies:	\$10,000
Fire Or Police Department Service Charge:	\$25,000
Lost Warranty Or Service Contract:	\$10,000
Pollutant Clean Up And Removal:	\$25,000
Preservation Of Property Expense:	\$50,000
Reward Coverage:	\$2,500
Tracking System Deductible Waiver Amount:	\$10,000

#### CM B0 99 - Contractors Equipment Deductible Schedule

The following specific Deductible(s) apply to loss or damage to the type of property, or to loss or damage by the cause of loss, as indicated by an 'X' below:

Х	Windstorm Or Hail Deductible:		
	Х	Dollar Deductible:	\$1,000

CM U3 50 - Flood Exclusion CM U3 66 - Earth Movement Exclusion

Gross Premium: \$5,984

**Policy Number** 630-9R613489

## Government Crime - Discovery Coverage

The Government Crime - Discovery Coverage Part consists of this Declarations Form and the Government Crime - Discovery Coverage Form.

#### Employee benefit plan(s) included as insureds:

INSURING AGREEMENTS	LIMIT OF INSURANCE PER OCCURRENCE	DEDUCTIBLE AMOUNT PER OCCURRENCE
Employee Theft – Per Loss Coverage	\$500,000	\$5,000
Forgery Or Alteration	\$500,000	\$5,000
Inside The Premises – Theft of Money And Securities	\$500,000	\$5,000
Inside The Premises – Robbery Or Safe Burglary Of Other Property	Not Covered	Not Covered
Outside The Premises	\$500,000	\$5,000
Computer Fraud	Not Covered	Not Covered
Funds Transfer Fraud	Not Covered	Not Covered
Money Orders And Counterfeit Paper Currency	\$500,000	\$5,000

## Cancellation of prior insurance issued by us:

By acceptance of this Coverage Part you give us notice cancelling prior policy Nos.\_\_\_\_\_; the cancellation to be effective at the time this Coverage Part becomes effective.

Gross Premium: \$2,309

ZLP-61N40009

#### Occurrence

#### **Option 1**

Gross Premium	\$21,015
COVERAGE	LIMIT
General Aggregate Limit	\$2,940,868
Products/Completed Operations Aggregate Limit	\$2,940,868
Personal and Advertising Injury Liability Any One Person or Organization Limit	\$2,940,868
Each Occurrence Limit	\$2,940,868
The following limits apply:	
Damage to Premises Rented to You Limit (Any One Premises)	\$500,000
Medical Expense Limit (Any One Person)	Excluded
Sewage Back-Up Limit	Excluded
Failure To Supply Limit	Excluded
Abuse or Molestation Aggregate Limit	\$100,000
Each Abuse or Molestation Offense Limit	\$100,000

#### Miscellaneous Items

**DESCRIPTION** 

Cemetery Professional Services Liability

Limited Abuse Or Molestation Liability Coverage

Exclusion - Designated Activities Or Operations - The Following Are Excluded:

Airport, Including Any Airfield, Runway, Hangar Terminal, Or Other Property In Connection With Aviation Activities

Electric Distribution, Including Electric Distribution-Related Services

Housing Project Or Authority

Natural Gas Distribution Including Natural Gas Distribution-Related Services

Water Utility, Including Water Treatment Distribution, Other Than Sewer Services

### **Amendments**

**DESCRIPTION** 

XTEND Endorsement For Public Entities

Mobile Equipment Redefined - Public Entities

Amendment - Pollution Exclusion

Cap On Losses From Certified Acts Of Terrorism

Exclusion - Injury To Volunteer Firefighters

Exclusion - Law Enforcement Activities Or Operations

Coverage C - Medical Payments Exclusion

Exclusion - Employees And Volunteer Workers As Insureds For Certain Bodily Injury, Personal Injury And Property

Damage

Exclusion - Public Use Of Private Property

Fungi Or Bacteria Exclusion

**Exclusion - Discrimination** 

Exclusion - Professional Health Care Services - Public Entities

Exclusion - Violation Of Consumer Financial Protection Laws

Failure To Supply - Limited Coverage

Amendment Of Intellectual Property Exclusion

Exclusion - Lead

Exclusion - Nuclear Energy Liability

Amendment Of Common Policy Conditions - Prohibited Coverage - Unlicensed Insurance And Trade Or Economic Sanctions

Amendment - Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit

Amendment Of Contractual Liability Exclusion - Exception For Damages Assumed In An Insured Contract Applies Only To Named Insured

Preservation Of Governmental Immunity - Missouri

ZLP-61N40009

### Claims Made

#### **Option 1**

Gross Premium	\$381

COVERAGE	LIMIT
Aggregate Limit	\$3,000,000
Each Employee Limit	\$1,000,000

#### **Deductibles**

The following deductibles (Loss Only) apply:

Each Employee Deductible (Loss Only) \$1,000

Retroactive Date: 05/01/1986

### **Amendments**

**DESCRIPTION** 

Preservation Of Governmental Immunity - Missouri

ZLP-61N40009

#### Occurrence

#### **Option 1**

Gross Premium	\$68,957
COVERAGE	LIMIT
Aggregate Limit	\$2,940,868
Each Wrongful Act Limit	\$2,940,868

#### **Deductibles**

Deductibles apply to damages & defense expenses unless required otherwise by state regulation

The following deductible (Damages and Defense Expenses) applies

Each Wrongful Act Deductible - Damages and Defense Expenses \$25,000

#### Miscellaneous Items

**DESCRIPTION** 

Exclusion - Lead

#### **Amendments**

**DESCRIPTION** 

Cap On Losses From Certified Acts Of Terrorism

Amendment Of Common Policy Conditions - Prohibited Coverage -Unlicensed Insurance And Trade Or Economic Sanctions

Amendment Of Law Enforcement Activities Or Operations

Preservation Of Governmental Immunity - Missouri

Mobile Equipment Redefined - Exclusion Of Vehicles Subject To Motor Vehicle Laws

Fungi Or Bacteria Exclusion

ZLP-61N40009

#### Claims Made

#### **Option 1**

Gross Premium \$10,670

COVERAGE	LIMIT
Aggregate Limit	\$2,000,000
Each Wrongful Act Limit	\$1,000,000

Retroactive Date: 05/01/1986

#### **Deductibles**

Deductibles apply to damages & defense expenses unless required otherwise by state regulation

The following deductible (Damages and Defense Expenses) applies:

Each Wrongful Act Deductible - Damages and Defense Expenses \$5,000

### Miscellaneous Items

**DESCRIPTION** 

Limited Special Expenses Coverage - Key Employees

Limited Special Expenses Aggregate Limit - Key Employees: \$25,000

Limited Special Expenses Participation Percentage - Key Employees: 10%

Defense Expenses Reimbursement For Injunctive Relief Suits

Defense Expenses Reimbursement Limit - Aggregate: \$25,000

Defense Expenses Reimbursement Limit - Each Wrongful Act: \$25,000

Injunctive Relief Each Wrongful Act Participation Amount: 10%

#### **Amendments**

DESCRIPTION

Amendment Of Joint Powers Authority Definition

Cap On Losses From Certified Acts Of Terrorism

Amendment Of Network And Information Security Wrongful Act Definition

Amendment Of Common Policy Conditions - Prohibited Coverage - Unlicensed Insurance And Trade Or Economic Sanctions

Amendment Of Law Enforcement Activities Or Operations Definition

Proposed on 03/23/2022 for MARSH WORTHAM-HOUSTON

Refer to policy for actual terms and conditions

CITY OF SIKESTON - Policy Period 05/01/2022 - 05/01/2023

## The following are excluded when "yes" is indicated below. If "no" is indicated, an amendment and/or manuscript endorsement may be required

YesAirportYesTransit AuthoritiesYesHealth Care Facilities: ClinicsYesGas UtilitiesYesHealth Care Facilities: HospitalYesElectric UtilitiesYesHealth Care Facilities: Blood BanksYesHousing Authorities

Yes Health Care Facilities: Nursing Homes Yes Schools or School Districts
Yes Health Care Facilities: Rehabilitation Facilities Yes Joint Powers Authority

Yes Port Authorities

ZLP-61N40009

#### Claims Made

#### **Option 1**

Gross Premium \$18,856

### Important notice

Defense expenses are payable within the limits of Insurance

COVERAGE	LIMIT
Aggregate Limit	\$2,000,000
Each Wrongful Employment Practice Offense Limit	\$1,000,000

#### **Deductibles**

Deductibles apply to damages & defense expenses unless required otherwise by state regulation.

The following deductible (Damages and Defense Expenses) applies:

Each Wrongful Employment Practice Offense Deductible - Damages and Defense Expenses \$5,000

Retroactive Date 05/01/1986

#### Miscellaneous Items

DESCRIPTION

Workplace Violence Expenses Coverage
Workplace Violence Expenses Limit: \$250,000

#### **Amendments**

**DESCRIPTION** 

Amendment Of Joint Powers Authority Definition

Cap On Losses From Certified Acts Of Terrorism

Exclusion - Other Employment Laws

Amendment Of Common Policy Conditions - Prohibited Coverage - Unlicensed Insurance And Trade Or Economic Sanctions

Preservation Of Governmental Immunity - Missouri

Proposed on 03/23/2022 for MARSH WORTHAM-HOUSTON

Refer to policy for actual terms and conditions

CITY OF SIKESTON - Policy Period 05/01/2022 - 05/01/2023

## The following are excluded when "yes" is indicated below. If "no" is indicated, an amendment and/or manuscript endorsement may be required

YesAirportYesTransit AuthoritiesYesHealth Care Facilities: ClinicsYesGas UtilitiesYesHealth Care Facilities: HospitalYesElectric UtilitiesYesHealth Care Facilities: Blood BanksYesHousing Authorities

Yes Health Care Facilities: Nursing Homes Yes Schools or School Districts
Yes Health Care Facilities: Rehabilitation Facilities Yes Joint Powers Authority

Yes Port Authorities

#### **Option 1**

Gross Premium		\$68,314
	1	I

COVERAGE	AUTO SYMBOLS	LIMITS
Liability	12	\$2,940,868
Medical Payments	2 only	\$5,000
Uninsured/Underinsured Motorist	12	\$50,000
Number of autos, excluding trailers	97	
Number of trailers	4	

### **Deductibles**

The following each accident deductibles (Loss Only) apply:

Auto Liability (Bodily Injury/Property Damage)	\$10,000

#### **Described Autos**

Symbol 12: LIABILITY COVERAGE APPLIES TO:

Any auto excluding any auto while being used in or for the activities, operations, services or work of City of Sikeston Municipal Airport, or Sikeston Board of Municipal Utilities

Symbol 12: UM/UIM COVERAGE APPLIES TO:

Any auto excluding any auto while being used in or for the activities, operations, services or work of City of Sikeston Municipal Airport, or Sikeston Board of Municipal Utilities

#### Miscellaneous Items

**DESCRIPTION** 

Exclusion - Airport Premises Or Aviation Emergency

#### **Amendments**

DESCRIPTION

Amendment Of Bodily Injury Definition

Public Entity Auto Extension

Professional Services Not Covered

Emergency Services - Volunteer Firefighters' & Workers' Injuries Excluded

Amendment Of Employee Definition

Preservation Of Governmental Immunity - Missouri

Amendment Of Common Policy Conditions - Prohibited Coverage - Unlicensed Insurance And Trade Or Economic Sanctions

#### **Option 1**

<b>Gross Premium</b>			\$18,725
COVERAGE	VALUATION	UNITS	DEDUCTIBLE
Symbol 10,8	VALOATIOIT	514176	DEDOGNIBLE
Comprehensive	Actual Cash Value	89	\$1,000
Comprehensive	Agreed Value	9	\$5,000
Collision	Actual Cash Value	89	\$1,000
Collision	Agreed Value	9	\$5,000

#### **Described Autos**

Symbol 10 : COMPREHENSIVE AND COLLISION APPLIES TO ALL OWNED AUTOS EXCEPT: 2002 HONDA CRV VIN#9817; 2021 FRTLNR 114SD 4X2 VIN#9679; 2016 FORD F250 VIN#6118.

#### Miscellaneous Items

DESCRIPTION

Hired Auto Physical Damage-Loss Of Use-Comprehensive/Collision-Deductible: \$500/\$500

### **Amendments**

**DESCRIPTION** 

Public Entity Auto Extension

Preservation Of Governmental Immunity - Missouri

## **Automobile Composite Rating**

In order to provide our insureds better service and administrative efficiency, Travelers Public Sector Services is pleased to provide the following process for handling mid-term automobile change requests. All requests will be managed in accordance with the Composite Rate Application outlined below. The insured should continue to submit all change requests to their agent for accurate record keeping and claims verification purposes. Particular attention should be paid to Item 5, which specifies the types of automobiles that will continue to require reporting to the Company.

#### **Composite Rate Application**

- If your policy includes the coverage for which a composite rate is designated in the table below then the premium for that coverage is composite rated. Automobile Liability is rated on a "per unit" basis and Automobile Physical Damage is rated on the basis of the original cost new of the autos. The composite rates reflect premium charges for any applicable miscellaneous auto coverages, with the exception of Garagekeepers Legal Liability.
- 2. The composite rates for Automobile Liability and Physical Damage are the rates applicable at the inception of the policy. Based on the information provided for this proposal and as of the date of this proposal, these rates are as follows:

LIAI	BILITY	COMPREHENSIVE	COLLISION
Option 1	\$704	0.125	0.150

- 3. The premium charged at inception is the estimated annual premium based on the number of units and total original cost new for all covered autos on file with the company at inception. The insured is to submit a current schedule of owned automobiles as of the expiration of the policy and the total earned premium will be computed on the basis of the average net change in units and their corresponding original cost new for the policy term.
- 4. All autos added will carry the same Liability limits and Physical Damage deductibles issued at policy inception for autos of the same type.
- 5. Any new auto requiring valuation other than actual cash value must be reported within 30 days of acquisition. These autos will be added to the policy automobile schedule mid-term and a final premium will be determined at policy expiration.

**Policy Number** ZUP-81N41653

#### **Option 1**

#### **Total estimated policy premium**

\$55,864

## Coverage information and limits

COVERAGE	LIMIT
General Aggregate Limit	\$10,000,000
Products – Completed Operations Aggregate Limit	\$10,000,000
Occurrence Limit	\$10,000,000
Crisis Management Service Expenses Limit	\$50,000
Self Insured Retention Any One Occurrence or Event	\$10,000

## Underlying schedule

Coverage is provided over the following underlying coverages:	Limit
General Liability Limit	\$2,940,868
Employee Benefits Liability	\$1,000,000
Auto Liability	\$2,940,868
Law Enforcement Liability	\$2,940,868
Public Entity Management Liability	\$1,000,000
Public Entity Employment-Related Practices Liability	\$1,000,000

Excess Follow-Form And Umbrella Liability Insurance

### **Amendments**

COVERAGE	
Policy Declarations - Excess Follow-Form And Umbrella Liability	
Schedule Of Underlying Insurance	
Cap On Losses From Certified Acts Of Terrorism And Exclusion Of Other Acts Of T United States	errorism Committed Outside The
Intellectual Property Exclusion - Coverage B	
Coverage For Financial Interest In Foreign Insured Organizations	
Failure To Supply Exclusion - Coverages A And B	
Fungi Or Bacteria Exclusion - Coverages A And B	
Mobile Equipment Racing Exclusion - Coverage B	
Nuclear Energy Liability Exclusion (Broad Form) - Coverages A And B	
Amendment Of Coverage - Definitions	
Public Use Of Private Property Exclusion - Coverages A And B	
Follow-Form Limitation -Coverage B	
Watercraft Liability Exclusion - Coverage B	
Amendment Of Underlying Insurance Definition	
Amendment Of Who Is An Insured - Employees And Volunteer Workers - Coverage	В
Proposed on 03/23/2022 for MARSH WORTHAM-HOUSTON	Refer to policy for actual terms and conditions

CITY OF SIKESTON - Policy Period 05/01/2022 - 05/01/2023

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Discrimination Exclusion - Coverage B

Injury To Volunteer Firefighters Exclusion - Coverage B

Law Enforcement Activities Or Operations Exclusion - Coverage B

Lead Exclusion - Coverage B

Pollution Not Related To Autos Exclusion - Public Entities Or Indian Tribes - Coverage A

Professional Health Care Services Exclusion With Limited Exception For Designated Professionals - Coverages A And B

Designated Activities Or Operations Exclusion - Coverage B

Abuse Or Molestation Exclusion - Coverage A And B- With Limited Follow-Form Exception

Preservation Of Governmental Immunity - Missouri

Non Cumulation Of Occurrence Limit

## Federal terrorism risk insurance act disclosure

The federal Terrorism Risk Insurance Act of 2002 as amended ("TRIA") establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in TRIA) caused by "Acts Of Terrorism" (as defined in TRIA). "Act Of Terrorism" is defined in Section 102(1) of TRIA to mean any act that is certified by the Secretary of the Treasury – in consultation with the Secretary of Homeland Security and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The Federal Government's share of compensation for such Insured Losses is 80% of the amount of such Insured Losses in excess of each Insurer's "Insurer Deductible" (as defined in TRIA), subject to the "Program Trigger" (as defined in TRIA).

In no event, however, will the Federal Government be required to pay any portion of the amount of such Insured Losses occurring in a calendar year that in the aggregate exceeds \$100 billion, nor will any Insurer be required to pay any portion of such amount provided that such Insurer has met its Insurer Deductible. Therefore, if such Insured Losses occurring in a calendar year exceed \$100 billion in the aggregate, the amount of any payments by the Federal Government and any coverage provided by this policy for losses caused by Acts Of Terrorism may be reduced.

For each coverage provided by this policy that applies to such Insured Losses, the charge for such Insured Losses is included in the premium for such coverage. The charge for such Insured Losses that has been included for each such coverage is the percentage of the premium for such coverage indicated below, and does not include any charge for the portion of such Insured Losses covered by the Federal Government under TRIA.

## Account summary

Premium summary

COVERAGE	POLICY NUMBER	PREMIUM
DELUXE	630-9R613489	\$71,504
GENERAL LIABILITY	ZLP-61N40009	\$21,015
EMPLOYEE BENEFITS LIABILITY	ZLP-61N40009	\$381
INLAND MARINE	630-9R613489	\$5,984
CRIME	630-9R613489	\$2,309
LAW ENFORCEMENT LIABILITY	ZLP-61N40009	\$68,957
PUBLIC ENTITY MANAGEMENT LIABILITY	ZLP-61N40009	\$10,670
PUBLIC ENTITY EMPLOYMENT RELATED PRACTICES LIABILITY	ZLP-61N40009	\$18,856
AUTO LIABILITY	810-9R613489	\$68,314
AUTO PHYSICAL DAMAGE	810-9R613489	\$18,725
UMBRELLA EXCESS LIABILITY	ZUP-81N41653	\$55,864

**Total** \$342,579

Note: The estimated premium shown in the Premium Schedule and Quote Options, if any, may differ from actual premiums shown on the policies and installment bills due to installment charges, estimated taxes and surcharges, as well as rounding. Estimated taxes and surcharges may differ depending on selection of Quote Options, if any.

#### IMPORTANT NOTE REGARDING ACCOUNT MINIMUM PREMIUM

The lines of business shown in the Premium Schedule and Quote Options, if any, are subject to a \$5,000 account minimum premium. If the line(s) of business selected for binding do not total at least \$5,000, then the premiums shown for those lines of business will be adjusted to total \$5,000.

## Payment plan

Agency Bill - Yearly

Bill Payment Options can be found at: <u>Travelers.com/AutoPay</u>

**Note:** The amount of each installment will be reflected on your policy invoicing.

## Account summary

### **Disclosure**

Unless accepted, the offer(s) of insurance contained in this proposal expire(s) automatically thirty (30) days after the proposal date referenced on the cover page, or the proposed effective date if earlier. This proposal is not a binding contract of insurance. If you have questions regarding this proposal, please contact your Travelers Representative.

The following outlines the coverage forms, limits of insurance, policy endorsements and other terms and conditions provided in this proposal/quote. Any policy coverages, limits of insurance, policy endorsements, coverage specifications, or other terms and conditions that you have requested that are not included in this proposal/quote have not been agreed to by Travelers. Please review this proposal/quote carefully and if you have any questions, please contact your Travelers representative.

This proposal/quote does not amend, or otherwise affect, the provisions of coverage of any resulting insurance policy issued by Travelers. It is not a representation that coverage does or does not exist for any particular claim or loss under any such policy. Coverage depends on the applicable provisions of the actual policy issued, the facts and circumstances involved in the claim or loss and any applicable law.

Please note that changes in the exposures, limits, or coverages may result in changes in rates and/or account pricing. Additionally, due to the expense of processing and servicing this account, in the event this guote is not accepted in its entirety, we reserve the right to reprice and reunderwrite this quote

The policies will also be subject to all state-mandated endorsements.

At our discretion, we may decide to perform an interim test audit during the upcoming policy period to verify the adequacy of the exposure estimates that have been provided to us. If we decide to perform an interim test audit, a Travelers Auditor will contact the insured at the appropriate time to set up an appointment. The results of any interim test audit that we perform will be shared with you as soon as possible after the audit report has been completed.

As Broker/Agent you will be responsible for being aware of and complying with the various legal requirements associated with countersignature in various jurisdictions covered in the policies.

630-9R613489

## Coverage and amendments

DESCRIPTION	FORM NUMBER
DELUXE PROP COV PART SCHED-SPECIF LIMITS	DX 00 03 07 94
TABLE OF CONTENTS - DELUXE PROP COV PART	DX 00 04 11 12
MISSOURI CHANGES	DX 01 01 11 13
DELUXE PROP COV PART DECLARATIONS	DX T0 00 11 12
DELUXE PROPERTY COVERAGE FORM	DX T1 00 11 12
DELUXE BI (AND EE) COVERAGE FORM	DX T1 01 11 12
CAUSES OF LOSS - BROAD FORM FLOOD	DX T3 02 11 12
CAUSES OF LOSS-EQUIPMENT BREAKDOWN	DX T3 19 11 12
WINDSTORM OR HAIL DEDUCTIBLE	DX T3 37 11 12
ADDITIONAL COVERED PROPERTY	DX T3 62 11 12
UTILITY SERVICES-DIRECT DAMAGE	DX T3 85 11 12
UTILITY SERVICES-TIME ELEMENT	DX T3 86 11 12
ELECTRONIC VANDALISM LIMITATION ENDT	DX T3 98 04 02
FEDERAL TERRORISM RISK INSURANCE ACT DIS	DX T4 02 01 21
LAW ENFORCEMENT ANIMALS	DX T4 46 11 12
PUBLIC ENTITY PROPERTY EXTENSIONS	DX T4 47 11 12

## Package common coverage form index

**Policy Number** 630-9R613489

## 630 Common coverage and amendments

DESCRIPTION	FORM NUMBER
MISSOURI CHANGES-POLLUTION	IL F0 36 09 00
MISSOURI CHANGES - DEFINITION OF POLLUTA	IL F0 61 09 07
COMMON DEC	IL T0 02 11 89
LOCATION SCHEDULE	IL T0 03 04 96
COMMON POLICY CONDITIONS-DELUXE	IL T3 18 05 11
EXCLUSION OF CERTAIN COMPUTER LOSSES	IL T3 55 05 13
EXCL OF LOSS DUE TO VIRUS OR BACTERIA	IL T3 82 05 13
AMNDT COMMON POLICY COND-PROHIBITED COVG	IL T4 12 03 15
CAP ON LOSSES FROM CERT ACTS OF TERRORIS	IL T4 14 01 21
ADDITIONAL BENEFITS	IL T4 27 02 19
PROTECTION OF PROPERTY	IL T4 40 10 20
MO CHANGES-CANCELLATION AND NONRENEWAL	IL T9 81 02 13
LIBERALIZATION LTR-IM PROD MODERNIZATION	PN CN 24 02 21
FLOOD POLICYHOLDER NOTICE	PN T0 53 12 13
JURISDICTIONAL INSPECTIONS NOTICE	PN T1 89 06 99
IMPORTANT NOTICE - CONTACT INFO-MISSOURI	PN T2 04 05 10
NOTICE INDEPENDENT AGENT AND BROKER COMP	PN T4 54 01 08
IMP NOTICE-POLICY EXEMPT FROM FILING-MO	PN U3 72 03 20

630-9R613489

## Coverage and amendments

#### **Inland Marine**

DESCRIPTION	FORM NUMBER
COMMERCIAL INLAND MARINE CONDITIONS	CM 00 01 09 04
MISSOURI CHANGES	CM 01 18 11 13
CONTRACTORS EQUIPMENT COVERAGE FORM DEC	CM B0 96 01 21
CONTRACTORS EQUIPMENT SUPPLEMENTAL DEC	CM B0 97 01 21
CONTRACTORS EQUIPMENT DEDUCTIBLE SCHED	CM B0 99 01 21
TABLE OF CONTENTS	CM T0 11 08 05
CONTRACTORS EQUIPMENT COVERAGE FORM	CM T2 42 01 21
FEDERAL TERRORISM RISK INSURANCE ACT DIS	CM T3 98 01 21
MO CHANGES - ADDTL COVGS RPTG EXPENSES	CM T9 35 02 12
FLOOD EXCLUSION	CM U3 50 01 21
WINDSTORM OR HAIL DEDUCTIBLE	CM U3 59 01 21
EARTH MOVEMENT EXCLUSION	CM U3 66 01 21



630-9R613489

## Coverage and amendments

DESCRIPTION	FORM NUMBER
GOV'T CRIME COV FORM (DISCOVERY FORM)	CR 00 24 07 02
MISSOURI CHANGES	CR 01 27 04 05
CONVERT TO AGGREGATE LIMIT OF INSURANCE	CR 20 08 03 00
ADD FAITHFUL PERF OF DUTY COV GOVT EMPL	CR 25 19 03 00
TABLE OF CONTENTS - GOV'T DISCOVERY FORM	CR T0 29 01 05

## Commission summary

COVERAGE	POLICY NUMBER	COMMISSION
DELUXE	630-9R613489	15.00 %
GENERAL LIABILITY	ZLP-61N40009	15.00 %
EMPLOYEE BENEFITS LIABILITY	ZLP-61N40009	15.00 %
INLAND MARINE	630-9R613489	15.00 %
CRIME	630-9R613489	15.00 %
LAW ENFORCEMENT LIABILITY	ZLP-61N40009	15.00 %
PUBLIC ENTITY MANAGEMENT LIABILITY	ZLP-61N40009	15.00 %
PUBLIC ENTITY	ZLP-61N40009	
EMPLOYMENT RELATED PRACTICES LIABILITY		15.00 %
AUTO LIABILITY	810-9R613489	15.00 %
AUTO PHYSICAL DAMAGE	810-9R613489	15.00 %
UMBRELLA EXCESS LIABILITY	ZUP-81N41653	15.00 %

**Note**: It is the agent's or broker's responsibility to comply with any applicable laws regarding disclosure to the policyholder of commission or other compensation we pay, if any, in connection with this policy or program.

## Important Notice Regarding Compensation Disclosure

For information about how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website:

http://www.travelers.com/w3c/legal/Producer\_Compensation\_Disclosure.html

If you prefer, you can call the following toll-free number: 1-866-904-8348. Or you can write to us at Travelers, Enterprise Development, One Tower Square, Hartford, CT 06183.

<sup>\*</sup> Commission percentage displayed does not apply to any North Carolina Reinsurance Facility loss recoupment surcharge amounts included in the liability premium of the Commercial Auto Policy, if applicable.

## **City of Sikeston**

## **Council Letter**

Date of Meeting: 22-04-25

Originating Department: Finance Division

To the Mayor and City Council:

Subject: Authorization to Renew Cyber Insurance

#### Attachment(s):

Renewal Quotes

#### **Action Options:**

- 1. Authorize Payment to Marsh Wortham Insurance Co.
- 2. Other actions as Council may deem appropriate

#### Background:

Marsh Wortham provided the attached renewal quote for the City's Cyber and Multimedia Liability coverages. Both options are presented have identical coverages with the only difference being the deductible and premium. Option 1 has a \$25,000 deductible with a premium of \$25,000 whereas Option 2 has a \$50,000 deductible for \$21,250 premium.

In 2021 over 2,300 local governments, schools, and healthcare organizations in the United States were affected by ransomware. Ransomware is driving the costs of cyber insurance for municipalities with 97.1% clients receiving a premium increase. Staff began the process of submitting renewal applications in February and received notification we would be required to implement a multi-factor access software or automatically be declined from coverage. The installation of SecurID was completed in March 2022.

Given the increase in ransomware attacks it is the recommendation of staff to select Option 1 and authorize payment in the amount of \$25,000 to Marsh Wortham Insurance for cyber and multimedia insurance for the period of May 1, 2022, through May 1, 2023.



Crum & Forster Specialty Insurance Company (Non-Admitted)

A.M. BEST RATED "A" (EXCELLENT)

# C&F Simple Cyber CYBER AND MULTIMEDIA LIABILITY INSURANCE QUOTATION OF TERMS

DATE: 03/29/2022 [ ] NEW [X] RENEWAL OF:

TO:Ryan WeberPOLICY NUMBER:CYB-101778AT:84938-Marsh Wortham - Houston, TXEXPIRATION DATE:05/01/2022

NAMED INSURED: CITY OF SIKESTON STREET ADDRESS: 105 E. Center

Sikeston, MS 63801

PROPOSED POLICY PERIOD: Effective: 05/01/2022 Expiration: 05/01/2023

(12:01 a.m. local time at the address shown above)

**POLICY FORM:** Cyber and Multimedia Liability Insurance Policy, SC-POL-002 (02/19)

**COVERAGE OPTIONS:** 

[X] A. Breach Costs [X] C. Multimedia Liability [X] E. First Party Loss

[X] B. Cyber Liability [X] D. eCrime Loss [X] Extended First Party Loss

EOTIME 2005 [A] Extended First Farty 2005

Option1 Option2

LIMITS OF LIABILITY:

Aggregate Limit of Liability: \$1,000,000 \$1,000,000

The above amount includes Claims Expenses unless amended by specific endorsement to this Policy.

Breach Response Limit of Liability: \$1,000,000 \$1,000,000

Sublimits of Liability:

eCrime Loss Sublimit of Liability: \$250,000 \$250,000

Dependent Business Sublimit of Liability: \$100,000 \$100,000

Ransomware/Malware Sublimit of Liability: \$900,000 \$900,000

Ransomware/Malware Coinsurance: 10% 10%

**DEDUCTIBLE:** each incident or event \$25,000 \$50,000

**PREMIUM:** \$25,000 \$21,250

Policy premium is due within 30 days of the billing statement date.

**CONTINUITY DATE:** 05/01/2021

WAITING PERIOD: 14 hours

COMMISSION: 20%



#### THE FOLLOWING NOTICES AND ENDORSEMENTS, IF ANY, WILL BE ADDED TO THE BASIC POLICY:

- 1. Signature Page, MI 07 002 01 15
- 2. Service of Process Clause-C&FS SOP CF 07 16
- 3. U.S. Treasury Department's OFAC Advisory Notice to Policyholders, IL P 001 01 04
- 4. Cap on Losses from Certified Acts of Terrorism, SC-END-001 (08/18)
- 5. Disclosure Pursuant to Terrorism Risk Insurance Act, SC-TRIA-001 (08/20)
- 6. \*New\*Malware Loss Sublimit SC-END-066 (10-21)
- 7. Ransomware\_Malware Coinsurance\_SC-074 (01-21)
- 8. \*New\*Limited Media\_SC-END-053 (02-20)
- 9. \*New\*COPPA Exclusion Endorsement SC-END-077 (03-21)
- 10. \*New\*Biometric Information Exclusion\_SC-END-094 (12-21)
- 11. \*New\*Amend Definition Of Dependent Systems Event Endorsement, SC-END-083 (05/21)
- 12. \*New\*Amend Exclusion N SC-END-085 (07-21)
- 13. \*New\*Breach Costs Aggregate Limit\_SC-END-091 (11-21)
- 14. \*New\*Neglected Software Coinsurance-Sublimit SC-END-098 (12-21)
- 15. \*New\*War Exclusion Amendatory\_SC-END-024 (02-22)
- 16. Marsh Amendatory, SC-END-058 (09-20)

#### SUBJECTIVITIES:

#### This Quotation is subject to our receipt, review and underwriting approval of the following required additional information prior to binding:

- 1. Re-signed and dated application.
- 2. Please describe your process to identify software applications in your systems utilizing Log4j, and your process for installing software updates to remediate the associated Log4Shell exploit.

#### **IMPORTANT: PLEASE READ CAREFULLY**

In order to complete the underwriting process, we require that you send us the additional information requested above. We are not required to bind coverage prior to our receipt, review and underwriting approval of the above information. If between the date of this Quotation and the Effective Date of the proposed policy there is a significant adverse change in the condition of this Applicant, or an occurrence of an event, or other circumstances which could substantially change the underwriting evaluation of the Applicant, then, at our option, this Quotation may be withdrawn by written notice thereof to the Applicant. We also reserve the right to modify the final terms and conditions upon review of the completed application and any other information requested by the underwriter herein. If such material change in the risk is discovered after binding, the insurance coverage will be void ab initio ("from the beginning").

This Quotation is conditioned upon the Applicant's agreement to accept delivery of the policy, endorsements and any policyholder notices by electronic means. The Applicant's acceptance of this Quotation signifies their agreement to this.

Any applicable taxes, surcharges or countersignature fees, etc., are in addition to the above premium. Your office is responsible for making state surplus lines filings and complying with all applicable laws.

THIS QUOTATION WILL REMAIN VALID UNTIL: 05/01/2022