



105 E. Center Street  
Sikeston, MO 63801  
573-471-2512  
[www.Sikeston.org](http://www.Sikeston.org)

## TENTATIVE AGENDA

### REGULAR CITY COUNCIL MEETING SIKESTON CITY HALL

Monday, April 29, 2019  
7:30 A.M.

- I. CALL TO ORDER
- II. RECORD OF ATTENDANCE
- III. OPENING PRAYER
- IV. PLEDGE OF ALLEGIANCE
- V. ITEMS OF BUSINESS
  - A. 1<sup>st</sup> Reading, Bill #6137, Water Rate Increase
  - B. 2<sup>nd</sup> Reading & Consideration, Bill #6142, Authorization to Replat Lots #1, #2 & #3 and Part of Lot #4 in Block #6 and the Abandonment of Mulberry, all in Glenn & Clara Matthews East Acres, 5<sup>th</sup> Addition
  - C. Liability/Casualty Insurance Renewal
  - D. Other Items As May Be Determined During the Course of the Meeting
- VI. ADJOURNMENT INTO EXECUTIVE SESSION

Property (RSMo 610.021(2))  
Litigation (RSMo 610.021(1))
- VII. ADJOURNMENT

Dated this 24<sup>th</sup> day of April 2019.

  
Rhonda Council, Deputy City Clerk

# **Council Letter**

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Date of Meeting: 19-04-29

Originating Department: Board of Municipal Utilities

To the Mayor and City Council:

Subject: First Reading, Bill #6137, Water Rate Increase

Attachment(s):

1. Bill 6137
2. Correspondence Request from BMU
3. Rate Sheets

Action Options:

1. Conduct first reading of Bill 6137
2. Other action Council may deem necessary

Background:

The Sikeston Board of Municipal Utilities (BMU) has submitted a request for water rate increases effective in 2022 and 2023. BMU General Manager Rick Landers will be present at the April 29 City Council meeting to present the request and answer any questions.

Action on this measure will be requested during Council's May 6<sup>th</sup> meeting.

A BILL, WHICH UPON ADOPTION AND PASSAGE SHALL BECOME ORDINANCE NUMBER 6137 AUTHORIZING AND ESTABLISHING WATER CHARGES AND RATES FOR THE CITY OF SIKESTON.

WHEREAS, the Board of Municipal Utilities has determined that water rate increases are necessary and proper to maintain the economic viability of the municipal utility system, and

WHEREAS, the City Council believes an increase in rates is in the overall best interest of the residents of Sikeston.

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

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

SECTION II: The water rates to be charged by the Board of Municipal Utilities from and after January 1, 2022 shall be as set forth on Exhibit "A" which is attached hereto and incorporated by reference.

SECTION III: The water rates to be charged by the Board of Municipal Utilities from and after January 1, 2023 shall be as set forth on Exhibit "B" which is attached hereto and incorporated by reference.

SECTION IV: The Mayor and/or City Clerk are authorized to execute any and all documents necessary to implement said rate changes

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

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

SECTION VII: Record of Passage:

A. Bill Number 6137 was introduced and read the first time this 29th day of April, 2019.

B. Bill Number 6137 was read the second time and discussed on this 6th day of May, 2019 and was voted as follows:

Burch \_\_\_\_\_, Williams \_\_\_\_\_, Sparks \_\_\_\_\_, Evans \_\_\_\_\_,  
Settles \_\_\_\_\_, Meredith \_\_\_\_\_, Self \_\_\_\_\_,  
thereby being \_\_\_\_\_, and becoming Ordinance 6137.

C. Ordinance 6123 shall be in full force and effect from and after June 5, 2019.

\_\_\_\_\_  
STEVEN BURCH, Mayor

Approved as to Form:

\_\_\_\_\_  
CHARLES LEIBLE, City Counselor

SEAL/ATTEST:

\_\_\_\_\_  
CARROLL COUCH, City Clerk



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

Phone: (573) 471-3328  
Fax: (573) 471-7288  
Webpage: [www.sikestonbmu.org](http://www.sikestonbmu.org)

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**Rick Landers**, General Manager

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4/23/19

Sikeston City Council  
105 E Center  
Sikeston, Mo 63801

RE: Water Rate Request

Dear Council Members,

In 2018, BMU hired a consulting firm specializing in rate analysis to determine rates needed to support water system improvements. The consultant recommended a series of rate increases to fund the necessary improvements. That initial study was performed using the cost estimates available at the time. BMU presented the first of these recommended rates for City Council approval and decided to review the remaining recommendations before taking any further action. The City Council approved the initial rate actions in September 2018.

Since then, BMU had an engineering consultant perform a resource study to help review the best and most economic course of action for increasing water production capacity. In addition, BMU reviewed the cost estimates, time required for action, available financing options, and the water system improvement scope. These estimates were then sent to the rate consultant for an updated review.

These updated rate results confirmed the original rate review. The final two rate increases are needed to support the infrastructure improvements. The most pressing need is to increase water production capacity. The effort to build a new water production plant begins with the approval of the remaining rate recommendations. BMU asks that the City Council approve these rate recommendations so work can begin on a new water treatment plant.

Thank you for your consideration.

Sincerely,

Rick Landers  
BMU General Manager

**Sikeston Board of Municipal Utilities**  
**107 E. Malone Ave / P.O. Box 370**  
**Sikeston, MO 63801**

**Date of Last  
Rate Revision**

**January 1, 2021**  
**Date**

**WATER**                      **GENERAL SERVICE RATE**                      **PAGE 1 OF 1**

**AVAILABILITY**

This rate schedule is available to any metered customer within the City Limits and adjacent to the City's water distribution Mains, requiring standard water service. Usage through a single meter shall not combined with any other meter(s) for billing purposes.

**SERVICE RATE**

Customer Charge: The customer charge shall be based on meter size as follows.

| <u>Meter Size</u> | <u>Customer Charge</u> |
|-------------------|------------------------|
| 3/4"              | 9.25                   |
| 1"                | 10.00                  |
| 1 1/2"            | 16.50                  |
| 2"                | 24.50                  |
| 3"                | 84.00                  |
| 4"                | 145.00                 |
| 6"                | 220.00                 |
| 8"                | 1,000.00               |

Usage Charges:

|                                 |                             |
|---------------------------------|-----------------------------|
| First 4,000,000 gallons or less | \$3.84 per thousand gallons |
| Over 4,000,000 gallons          | \$2.80 per thousand gallons |

Minimum Bill: The minimum bill for any billing period shall be the Customer Charge

**GENERAL**

Service will be furnished in accordance with rules and regulations adopted by the Board of Municipal Utilities.

**DATE APPROVED** \_\_\_\_\_

**DATE EFFECTIVE** January 01, 2022

\_\_\_\_\_  
**MAYOR**  
**City of Sikeston**

  
\_\_\_\_\_  
**CHAIRMAN**  
**Board of Municipal Utilities**

**Sikeston Board of Municipal Utilities**  
**107 E. Malone Ave / P.O. Box 370**  
**Sikeston, MO 63801**

**Date of Last  
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| 3/4"              | 9.50                   |
| 1"                | 10.25                  |
| 1 1/2"            | 17.00                  |
| 2"                | 24.50                  |
| 3"                | 88.00                  |
| 4"                | 150.00                 |
| 6"                | 230.00                 |
| 8"                | 1,100.00               |

Usage Charges:

|                                 |                             |
|---------------------------------|-----------------------------|
| First 4,000,000 gallons or less | \$4.46 per thousand gallons |
| Over 4,000,000 gallons          | \$3.42 per thousand gallons |

Minimum Bill: The minimum bill for any billing period shall be the Customer Charge

**GENERAL**

Service will be furnished in accordance with rules and regulations adopted by the Board of Municipal Utilities.

**DATE APPROVED** \_\_\_\_\_

**DATE EFFECTIVE** January 01, 2023

\_\_\_\_\_  
**MAYOR**  
**City of Sikeston**

  
\_\_\_\_\_  
**CHAIRMAN**  
**Board of Municipal Utilities**

# **Council Letter**

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Date of Meeting: 19-04-29

Originating Department: Public Works Department

To the Mayor and City Council:

Subject: 2<sup>nd</sup> Reading and Consideration, Bill #6142 Subdivision Replat Request & Abandonment of Mulberry Drive

Attachment(s):

1. Bill #6142
2. Plat

Action Options:

1. Conduct second reading and approve request for the approval of a re-plat all of Lots #1, #2 & #3 and part of Lot #4 in Block #6 and the abandonment of Mulberry, all in Glenn & Clara Matthews, East Acres, 5<sup>th</sup> Addition to the City of Sikeston, Scott County, Missouri
2. Other action Council may deem appropriate

Background:

This is the request from request from Lambert Engineering on behalf of James Busby, to re-plat all of Lots #1, #2 & #3 and part of Lot #4 in Block #6 and the abandonment of Mulberry, all in Glenn & Clara Matthews, East Acres, 5<sup>th</sup> Addition to the City of Sikeston, Scott County, Missouri.

Council read this the first time on April 1, 2019 and unless there are further questions from the Council or the public, staff recommends approval on the second reading at this time.

.

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6142 PROVIDING FOR APPROVAL OF THE RE-PLAT OF ALL OF LOTS 1, 2, AND 3 AND PART OF LOT 4 IN BLOCK 6 AND THE ABANDONMENT OF MULBERRY DRIVE, ALL IN GLENN & CLARA MATTHEWS, EAST ACRES, 5<sup>TH</sup> ADDITION TO THE CITY OF SIKESTON, SCOTT COUNTY, MISSOURI.

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

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

SECTION II: The Planning and Zoning Commission met on March 19, 2019 and passed a favorable recommendation to approve the replat of all of Lots 1, 2, and 3 and part of Lot 4 in Block 6; and the abandonment of Mulberry Drive, all in Glenn & Clara Matthews, East Acres, 5<sup>th</sup> Addition to the City of Sikeston, Scott County, Missouri, the plat of which is attached hereto, marked Exhibit "A" and incorporated by reference.

SECTION III: Aforesaid replat is accepted and approved subject to its recording in Scott County, Missouri and full compliance with the building codes and housing ordinances of the City of Sikeston, Missouri, and in the event the provision of aforesaid codes of this City conflict with said replat, the Code shall be determinative.

SECTION IV: Aforesaid replat is accepted subject to full compliance with the stormwater management plan.

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

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

SECTION VII: Record of Passage

- A. Bill Number 6142 was introduced and read the first time this 1<sup>st</sup> day of April 2019.
- B. Bill Number 6142 was read the second time and discussed on this 29<sup>th</sup> day of April 2019 and was voted as follows:
- Self\_\_\_\_\_, Evans\_\_\_\_\_, Settles\_\_\_\_\_,  
Merideth\_\_\_\_\_, Sparks\_\_\_\_\_, Williams\_\_\_\_\_,  
and Burch\_\_\_\_\_
- thereby being \_\_\_\_\_, and becoming ordinance 6142.
- C. Ordinance 6142 shall be in full force and effect from and after Wednesday,  
May 29, 2019.

\_\_\_\_\_  
Steven Burch, Mayor

\_\_\_\_\_  
Approved as to form  
Charles Leible, City Counselor

Seal / Attest:

\_\_\_\_\_  
Carroll Couch, City Clerk





## Council Letter

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Date of Meeting: 19-04-29

Originating Department: Administrative Services

To the Mayor and City Council:

Subject: Authorization to Renew Commercial Property and Casualty Insurance

Attachment(s):

1. Renewal Quotes
2. Insurance Policy Descriptions

Action Options:

1. Authorize Payment to 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 \$11,521 above last year. Since Brit Global Specialty groups several policies together, it is difficult to pinpoint what drove the increase. The following chart provides a comparison of the current renewal with last years.

| Coverage  | 5/1/2019  | 5/1/2018  |
|---|-----------|-----------|
| Commercial Package Insurance Policy: Property (including Equipment Breakdown, Inland Marine, and Crime), General Liability, Law Enforcement Liability, Public Officials Liability, and Employment Practices Liability | \$164,076 | \$156,165 |
| Commercial Automobile Insurance Policy  | \$80,808  | \$80,905  |
| Commercial Umbrella Insurance Policy  | \$51,857  | \$48,150  |
| Cyber Liability Insurance Policy  | \$6,694   | \$6,694   |
| Total all Premiums  | \$303,435 | \$291,914 |

It is the recommendation of staff to authorize payment in the amount of \$303,435 to Marsh Wortham Insurance for property and liability insurance for the period of May 1, 2019 through May 1, 2020.

DATE 15-Apr-19  
 TO Jennifer Le  
 FROM Susan Thomson  
 EMAIL [jennifer.le@worthaminsurance.com](mailto:jennifer.le@worthaminsurance.com)  
 EMAIL [Susan.Thomson@Britinsurance.com](mailto:Susan.Thomson@Britinsurance.com)

SUMMARY: Policy Period: 01-May-19 to 01-May-20  
 Binder ☒ Coverage is Bound based on the terms and conditions below.  
 Carrier: ☒ State National Insurance Company ☐ Underwriters at Lloyd's, London  
 Assigned Policy Numbers: Insured #: 77538  
 Package: BPF-PK-101261-02 Broker #: 58306  
 Auto: BPF-AU-101261-02  
 Umbrella: BPF-UM-101261-02

Insured name and address: Agent's name and address:  
 City of Sikeston Marsh Wortham, a division of Marsh USA, Inc.  
 105 E Center St. 221 West 6th Street  
 Sikeston, MO, 63801 Austin, TX, 78701

| Summary of Terms, see detail pages for specific terms:   |  | Limit        | Deductible | Premium          |
|--|--|--------------|------------|------------------|
| <b>Property, equipment breakdown, inland marine and crime</b>                                  |  |              |            |                  |
| Buildings and Personal Property Total Insured Values   |  | \$29,564,279 | \$10,000   | Included         |
| <b>General Liability, Occurrence Form</b>  |  |              |            |                  |
| Each Occurrence Limit  |  | \$1,000,000  | \$10,000   | Included         |
| Annual Aggregate   |  | \$3,000,000  |            |                  |
| <b>Law Enforcement Liability, Occurrence Form</b>  |  |              |            |                  |
| Each Person Limit  |  | \$1,000,000  | \$25,000   | Included         |
| Each Wrongful Act Limit  |  | \$1,000,000  |            |                  |
| Annual Aggregate   |  | \$2,000,000  |            |                  |
| <b>Public Officials Liability, Claims Made Form</b>  |  |              |            |                  |
| Each Wrongful Act Limit  |  | \$1,000,000  | \$25,000   | Included         |
| Annual Aggregate   |  | \$2,000,000  |            |                  |
| <b>Employment Practices Liability, Claims Made Form</b>  |  |              |            |                  |
| Each Wrongful Act Limit  |  | \$1,000,000  | \$25,000   | Included         |
| Annual Aggregate   |  | \$2,000,000  |            |                  |
|  |  |              |            | <b>\$162,295</b> |
| <b>Automobile Liability, Occurrence Form</b>   |  |              |            |                  |
| Combined Single Limit  |  | \$1,000,000  | \$1,000    |                  |
|  |  |              |            | <b>\$80,808</b>  |
| <b>Umbrella Liability, Follow Form Excess Coverage A / Coverage B umbrella Occurrence Form</b> |  |              |            |                  |
| Each Occurrence Limit  |  | \$10,000,000 | \$10,000   |                  |
| Annual Aggregate   |  | \$10,000,000 |            |                  |
|  |  |              |            | <b>\$50,592</b>  |
| Premium:   |  | \$293,695.00 |            |                  |
| TRIA/Property  |  | \$1,073.00   |            |                  |
| TRIA/General Liability   |  | \$708.00     |            |                  |
| TRIA/Umbrella  |  | \$1,265.00   |            |                  |
| Property Fee   |  | N/A          |            |                  |
| Auto Fee   |  | N/A          |            |                  |
| State Fee  |  | N/A          |            |                  |
| Total:   |  | \$296,741.00 |            |                  |
| Commission to Agent:   |  | 14.00%       |            |                  |



#### **TERMS & CONDITIONS**

This Binder is subject to the Quote Proposal dated March 21, 2019

We require that the insured perform MVR reviews annually on all drivers and prior to hiring new drivers.

Fireworks are excluded until underwritten and approved. If coverage is desired, please forward a copy of the contract with the pyrotechnic and complete our loss control questionnaire. Please forward this information at least 30 days prior to the event. Each event must be separately underwritten and endorsed.

If not already provided, please provide the year built for all locations and square footage for at least buildings with a limit of \$500,000 or greater so that Insurance to Value Calculations can be performed if coverage is bound, or submit a recent appraisal. Also advise the date of updates to roofing, plumbing, heating and electrical systems for all buildings over 35 years old.

Please Note: The Board of Municipal Utilities operations are excluded. There are no Liability coverages (General or Professional) for the airport.

Please Note: Sexual Misconduct is excluded in the Umbrella.



Insured Name: City of Sikeston



Policy Period: May 1, 2019 to May 1, 2020

**Property Coverage, including equipment breakdown and inland marine**

Coverage is provided on a blanket limit basis and applies to the properties listed on the Statement of Values on file with the company. All coverages listed below apply per occurrence. For coverage details, refer to the appropriate section of the policy.

*Coverage form is Special, including theft. Valuation is replacement cost/agreed amount.*

| Basic Coverages  | Limit                               | Deductible        |
|--|-------------------------------------|-------------------|
| Buildings and Personal Property  | \$29,564,279                        | \$10,000          |
| Equipment Breakdown - <i>see detail for *deductible exceptions</i>   | Included                            | \$10,000          |
| Contractor's Equipment   | \$1,673,834                         | \$10,000          |
| Contractor's Equipment - Unscheduled (\$2,500 maximum per any one item applies)  | \$50,000                            | \$10,000          |
| Earthquake - Excludes New Madrid Region  | Not Covered                         | N/A               |
| Flood - 100 and 500 year flood plains, as defined by FEMA, are excluded  | \$1,000,000                         | \$50,000          |
| Special Property Floater - Flag poles, Lights, Backstops, Playground Systems, Scoreboards, Sirens, AWOS System and Runway Lighting System, Bleachers | \$1,210,758                         | \$10,000          |
| <b>Additional Coverages</b>  |                                     |                   |
| Automated External Defibrillator   | \$5,000                             | Policy Deductible |
| Collapse   | Limit Extended                      | Policy Deductible |
| Commandeered Property of Others (Other than Automobiles)   | \$250,000                           | Policy Deductible |
| Crime Reward - Excluding Arson   | \$25,000                            | Policy Deductible |
| Debris Removal of Covered Property   | 25% of loss + \$25,000 Per Location | Policy Deductible |
| Emergency Evacuation Expense   | \$25,000                            | Policy Deductible |
| Emergency Real Estate Consulting Fee   | \$5,000                             | Policy Deductible |
| Employee Dishonesty  | \$50,000                            | \$250 Deductible  |
| Exterior Building Glass  | Included                            | Policy Deductible |
| Fire Department Service Charge   | \$25,000                            | No Deductible     |
| "Fungus", Wet Rot, Dry Rot and Bacteria - Limited Coverage   | \$15,000                            | Policy Deductible |
| Inventory and Appraisal Cost for Claim Preparation   | \$10,000                            | Policy Deductible |
| Lease Cancellation Moving Expenses   | \$2,500                             | Policy Deductible |
| Money and Securities   | \$25,000                            | Policy Deductible |
| Pollutant Clean Up and Removal   | \$25,000                            | Policy Deductible |
| Preservation of Property   | Included                            | Policy Deductible |
| State Forest Fire Expense  | \$25,000                            | Policy Deductible |
| Temporary Meeting Space  | \$1,000                             | No Deductible     |
| Water Damage, Other Liquid, Powder or Molten Material Damage   | Included                            | Policy Deductible |

Insured Name: City of Sikeston

Policy Period: May 1, 2019 to May 1, 2020



**COVERAGE EXTENSIONS**

|  | Limit  | Deductible        |
|--|--|-------------------|
| Accounts Receivable - Per Occurrence on premises/off premises  | \$250,000/50,000   | Policy Deductible |
| Animals and Canines - Per Animal and Per Occurrence  | \$1,500/\$10,000   | Policy Deductible |
| Appurtenant Buildings or Structures  | \$10,000   | Policy Deductible |
| Arson Reward   | \$25,000   | No Deductible     |
| Building Ordinance or Law Coverage   | Coverage A (Undamaged)<br>Included<br>Coverage B (Demolition) and Coverage C (Increased Cost of Construction)<br>\$350,000 | Policy Deductible |
| Business Income  | \$1,000,000  | Policy Deductible |
| Extra Expense  | \$600,000  | Policy Deductible |
| Business Income - Loss of Tax Revenue  | \$100,000  | No Deductible     |
| <b>Change in Temperature, Electrical Damage and Off-Premises Utility Services -</b>  |  |                   |
| Direct Damage  | \$50,000   | Policy Deductible |
| Communication Towers   | \$100,000  | Policy Deductible |
| Contractors' Equipment- Non-Owned - Per Item and Per Occurrence Limit  | \$75,000 per item / \$250,000 per occurrence   | Policy Deductible |
| Emergency Portable Equipment - schedule required for limits above basic limit  | \$25,000   | Policy Deductible |
| Employees' Tools - Per Employee and Per Occurrence Limit   | \$500/\$1,500  | Policy Deductible |
| Fair or Exhibitions  | \$50,000   | Policy Deductible |
| Fine Arts - Per Item and Per Occurrence Limit  | \$5,000/100,000  | Policy Deductible |
| Fire Equipment Recharge  | \$25,000   | No Deductible     |
| Footbridges and Appurtenant Structures   | \$25,000   | Policy Deductible |
| Foundations of Machinery, Swimming Pools and Underground Pipes   | Limit Extended   | Policy Deductible |
| Golf Course Greens - Limited Perils  | \$100,000  | Policy Deductible |
| Lock Replacement   | \$25,000   | \$50 Deductible   |
| Newly Acquired or Constructed Property - Each Building Limit/Contents Limit  | \$1,000,000 each building/ \$500,000 contents  | Policy Deductible |
| Non-owned Detached Trailers  | \$5,000  | Policy Deductible |
| Outdoor Property   | \$25,000   | Policy Deductible |
| Paved Surfaces   | \$100,000  | Policy Deductible |
| Personal Computers, Communication Equipment, EDP Equipment, Electronic Data or Media - Per Occurrence and Away from Premises | \$2,025,000/10,000   | Policy Deductible |
| Personal Effects - Per Person/Each Location and Occurrence Limit   | \$25,000 per person/each location \$50,000 occurrence limit  | Policy Deductible |
| Personal Property Off-Premises or in Transit   | \$100,000  | Policy Deductible |
| Recertification Expense  | \$5,000  | Policy Deductible |
| Rental Expense - Contractor's Equipment  | \$10,000   | Policy Deductible |
| Retaining Walls  | \$10,000   | Policy Deductible |
| Sign Coverage  | \$25,000   | Policy Deductible |
| Spoilage - See Utility Service Direct Damage   | \$25,000   | Policy Deductible |
| Surface Water (Locations situated in a 100 or 500 year flood plain are excluded)   | \$25,000   | Policy Deductible |
| Theft Damage to Non-Owned Buildings  | \$50,000   | Policy Deductible |
| Underground Sprinkler Systems  | Included   | Policy Deductible |
| Underground Water Seepage - Per Premise  | \$10,000   | Policy Deductible |
| Unnamed Locations  | \$250,000  | Policy Deductible |
| Valuable Papers and Records - Cost of Research (Other than Electronic Data) On Premises Limit and Away from Premises Limit   | \$250,000/50,000   | Policy Deductible |

Insured Name: City of Sikeston

Policy Period: May 1, 2019 to May 1, 2020



#### Additional Coverage - Equipment Breakdown

COVERAGES ===== LIMITS =====

Equipment Breakdown Limit \$32,482,789  
 Property Damage \$31,882,789  
 Off Premises Property Damage \$100,000  
 Business Income \$100,000  
 Extra Expense \$500,000  
 Service Interruption Combined with Business Income  
 Contingent Business Income \$100,000  
 Perishable Goods \$250,000  
 Data Restoration \$250,000  
 Demolition \$250,000  
 Ordinance or Law \$250,000  
 Expediting Expenses \$250,000  
 Hazardous Substances \$250,000  
 Newly Acquired Locations \$1,500,000

===== DEDUCTIBLES =====

Direct Coverages \$10,000  
 Except Motors,Pumps&Deep Well Pump Units \$10.00 Per Horsepower, \$5,000 Minimum  
 Except ICE/Generator units \$30.00 Per KW, \$5,000 Minimum  
 Except A/C and Refrigerating Equipment \$25.00 Per Horsepower, \$5,000 Minimum  
 Indirect Coverages 24 Hours

===== OTHER CONDITIONS =====

Newly Acquired Locations: 180 Days  
 Extended Period of Restoration: 180 Days  
 Interruption of Service Waiting Period: 24 Hours  
 "Covered property" does not include plastic media used in trickle filters or other sewage processing equipment.

#### Crime

|   | Limit     | Deductible |
|---|-----------|------------|
| Employee Theft - Per Loss   | \$250,000 | \$10,000   |
| Employee Theft - Per Employee   | N/A       | N/A        |
| <input type="checkbox"/> Faithful Performance Included                  |           |            |
| <input checked="" type="checkbox"/> Faithful Performance Excluded       |           |            |
| <b>*Persons required by law to be bonded are excluded from coverage</b> |           |            |
| Forgery or Alteration   | \$50,000  | \$10,000   |
| Computer and Funds Transfer Fraud                                       | \$50,000  | \$10,000   |
| Money & Securities - Inside Premises                                    | \$50,000  | \$10,000   |
| Money & Securities - Outside Premises                                   | \$50,000  | \$10,000   |



Insured Name: City of Sikeston



Policy Period: May 1, 2019 to May 1, 2020

### Casualty and Professional Coverages

#### General Liability, Occurrence Form

|   | Limit                      | *Deductible          |
|---|----------------------------|----------------------|
| Bodily Injury and Property Damage                                       | \$1,000,000                | \$10,000             |
| Personal and Advertising Injury   | \$1,000,000                | Included             |
| Employee Benefits Injury  | \$1,000,000                | NONE                 |
| Specific Perils - Damage to Premises Rented to You                      | \$1,000,000                | Included             |
| Medical Payments  | \$5,000                    | Included             |
| General Aggregate   | \$3,000,000                | Included             |
| Products-Completed Operations Aggregate                                 | \$3,000,000                | Included             |
| Sexual Molestation  | Per Occurrence \$1,000,000 | Included             |
|   | Annual Aggregate           | \$1,000,000 Included |
| Failure to Supply - Utility Operations (other than sudden & accidental) | None                       |                      |

#### Designated Operations Exclusion:

Board of Municipal Utilities; Airport Op's  
and Housing Authority Operations

*\*Deductible applies to Loss Only*

#### Law Enforcement Liability, Occurrence Form

|  | Limit             | *Deductible       |
|--|-------------------|-------------------|
| Each Person  | \$1,000,000       | \$25,000          |
| Each Wrongful Act                                      | \$1,000,000       | Included          |
| Annual Aggregate                                       | \$2,000,000       | Included          |
| Line of Duty Death Benefit (not available in Illinois) | Per Officer       | \$50,000 None     |
|  | Per Policy Period | \$100,000 None    |
| Non-Monetary Defense                                   | Per Claim         | \$10,000 Included |
|  | Per Policy Period | \$50,000 Included |

Law Enforcement Dept./Agency:

City of Sikeston, MO-Police Department

*\*Deductible applies to Loss and Loss Adjustment Expense*

#### Public Officials Liability, Claims Made Form

Retro Active Date: None

|                                     | Limit             | *Deductible       |
|-------------------------------------|-------------------|-------------------|
| Each Wrongful Act                   | \$1,000,000       | \$25,000          |
| Annual Aggregate                    | \$2,000,000       | Included          |
| Key Individual Replacement Expenses | Per Claim         | \$25,000 Included |
| Terrorist Travel Reimbursement      | Per Policy Period | \$5,000 Included  |
| Identity Theft Protection           | Per Claim         | \$5,000 None      |
| Non-Monetary Defense                | Per Claim         | Excluded          |
|                                     | Per Policy Period | Excluded          |

#### Designated Operations Exclusion:

Board of Municipal Utilities; Airport Op's  
and Housing Authority Operations

*\*Deductible applies to Loss and Loss Adjustment Expense*

#### Employment Practices Liability, Claims Made Form

Retro Active Date: None

|   | Limit             | *Deductible       |
|---|-------------------|-------------------|
| Each Wrongful Act                       | \$1,000,000       | \$25,000          |
| Annual Aggregate                        | \$2,000,000       | Included          |
| Non-Monetary Defense                    | Per Claim         | \$10,000 Included |
|   | Per Policy Period | \$50,000 Included |
| Workplace Violence Counseling           | Per Policy Period | \$5,000 None      |
| Back-Wages <b>No Prior Acts Applies</b> | Per Claim         | \$10,000 \$5,000  |

*\*Deductible applies to Loss and Loss Adjustment Expense*



Insured Name: City of Sikeston



Policy Period: May 1, 2019 to May 1, 2020

### Automobile Liability, Occurrence Form

#### Basic Coverages

|  | Limit        | *Deductible  |
|--|--------------|--------------|
| Liability Combined Single Limit                          | \$1,000,000  | \$1,000      |
| Medical Expense (included in Fleet Coverage Endorsement) | \$5,000      | included     |
| Uninsured Motorist                                       | \$100,000    |              |
| Underinsured Motorist                                    | \$100,000    |              |
| Excess Hired   | Included     | included     |
| Non-owned Liability                                      | Included     | included     |
| Physical Damage Coverage                                 |              |              |
| Comprehensive  | Per Schedule | Per Schedule |
| Collision  | Per Schedule | Per Schedule |

#### Additional Coverages

|   |                               |
|---|-------------------------------|
| Fleet Coverage Endorsement              | Included                      |
| Emergency Response Provider Endorsement | Included when exposure exists |
| Hired Car Physical Damage               | Included in Fleetcover        |

**Total Number of units included:** 102

### Umbrella Liability, Follow Form Excess Coverage A / Coverage B umbrella Occurrence Form

|  |                       |              |                 |
|--|-----------------------|--------------|-----------------|
| Limits Quoted                              | Each Occurrence Limit | \$10,000,000 | *Retained Limit |
| *Retained Limit applies to Coverage B only | Annual Aggregate      | \$10,000,000 | \$10,000        |

Coverage extends over the following underlying coverages as indicated with an X:

- X General Liability
- X Law Enforcement Liability
- X Public Officials Liability
- X Employment Practices Liability
- X Auto Liability

## INDICATION OF TERMS – QUOTE OPEN UNTIL EXPIRY DATE

Quote Date: March 25, 2019

|                            |  |                      |                                 |
|----------------------------|--|----------------------|---------------------------------|
| <b>INSURED</b>             | City of Sikeston                                     | <b>COUNTRY/STATE</b> | USA/MO                          |
| <b>BROKER</b>              | Marsh Wortham (Houston)                              | <b>CONTACT</b>       | Danny O'Sullivan                |
| <b>UNDERWRITER</b>         | Ben Wilmot-Sitwell                                   | <b>BROKERAGE</b>     | 22.5%                           |
| <b>PERIOD OF INSURANCE</b> | 12 months at 12.01 a.m. LST from a date to be agreed | <b>FORM</b>          | Ascent CyberPro (Optio) US v2.7 |
|                            |  | <b>CURRENCY</b>      | USD                             |

### LIMITS – ANY ONE CLAIM AND IN THE AGGREGATE (INCLUDING CLAIMS EXPENSES WHERE APPLICABLE)

| INSURING MODULES  | OPTION 1  | OPTION 2 | OPTION 3 | OPTION 4 |
|---|-----------|----------|----------|----------|
| Aggregate Policy Limit                                      | 1,000,000 | N/A      | N/A      | N/A      |
| Security & Privacy Liability                                | 1,000,000 |          |          |          |
| Multimedia & Intellectual Property Liability                | 1,000,000 |          |          |          |
| Technology Services   | N/A       |          |          |          |
| Miscellaneous Professional Services                         | N/A       |          |          |          |
| Network Interruption and Recovery                           | 1,000,000 |          |          |          |
| Event Support Expenses                                      | 1,000,000 |          |          |          |
| Privacy Regulatory Defense & Penalties                      | 1,000,000 |          |          |          |
| Network Extortion   | 1,000,000 |          |          |          |
| Electronic Theft, Computer Fraud & Telecommunications Fraud | 250,000   |          |          |          |
| Social Engineering Fraud                                    | 250,000   |          |          |          |
| Reputational Damage   | 1,000,000 |          |          |          |

### ENDORSED COVERAGES

|   |           |  |  |  |
|---|-----------|--|--|--|
| Notification Expenses                     | 1,000,000 |  |  |  |
| PCI Fines                                 | 1,000,000 |  |  |  |
| Dependent Network Interruption & Recovery | 250,000   |  |  |  |
| Bricking                                  | 250,000   |  |  |  |

### DEDUCTIBLE - EACH AND EVERY CLAIM (INCLUDING CLAIMS EXPENSES WHERE APPLICABLE)

| INSURING MODULES  | OPTION 1         | OPTION 2 | OPTION 3 | OPTION 4 |
|---|------------------|----------|----------|----------|
| Security & Privacy Liability                                | 5,000            |          |          |          |
| Multimedia & Intellectual Property Liability                | 5,000            |          |          |          |
| Technology Services   | N/A              |          |          |          |
| Miscellaneous Professional Services                         | N/A              |          |          |          |
| Network Interruption and Recovery                           | 5,000<br>8 hours |          |          |          |
| Event Support Expenses                                      | 5,000            |          |          |          |
| Privacy Regulatory Defense & Penalties                      | 5,000            |          |          |          |
| Network Extortion   | 5,000            |          |          |          |
| Electronic Theft, Computer Fraud & Telecommunications Fraud | 5,000            |          |          |          |
| Social Engineering Fraud                                    | 5,000            |          |          |          |
| Reputational Damage   | 5,000            |          |          |          |

### ENDORSED COVERAGES

|   |       |  |  |  |
|---|-------|--|--|--|
| Notification Expenses                     | 5,000 |  |  |  |
| PCI Fines                                 | 5,000 |  |  |  |
| Dependent Network Interruption & Recovery | 5,000 |  |  |  |
| Bricking                                  | 5,000 |  |  |  |





THE ABOVE DEDUCTIBLES ARE AMENDED TO USD 0, SUBJECT TO THE FULL TERMS AND CONDITIONS OF THE DEDUCTIBLE WAIVER ENDORSEMENT ATTACHED HERETO

PREMIUMS

|                                   | OPTION 1 | OPTION 2 | OPTION 3 | OPTION 4 |
|-----------------------------------|----------|----------|----------|----------|
| Total Premium                     | 6,090.00 |          |          |          |
| Ascent Policy Fee*                | 285.00   |          |          |          |
| Total Payable                     | 6,375.00 |          |          |          |
| Ascent Underwriting Participation | 100%     |          |          |          |

\* Policy fee is payable in full to Ascent Underwriting in addition to the Total Premium and is deemed fully earned on inception

|                           |   |
|---------------------------|---|
| <b>NOTICE OF CLAIM</b>    | In respect of:<br>Privacy Breaches and/or Cyber Extortion Events – Breach Response, CyberScout, 7580 N Dobson Rd #201, Scottsdale, AZ 85256, breach@cyberscout.com, +1 (0) 844-858-9578 |
| <b>SERVICE OF SUIT</b>    | Kissel Hirsh & Wilmer LLP, 580 White Plains Rd., 5th Floor, Tarrytown, NY 10591   |
| <b>CHOICE OF LAW</b>      | New York  |
| <b>TERRITORIAL LIMITS</b> | Worldwide   |
| <b>JURISDICTION</b>       | Worldwide   |

TERMS ARE SUBJECT TO THE FOLLOWING CONDITIONS

- Terms and conditions based off Revenue Split by Location as specified below
- NMA 1256 Nuclear Incident Exclusion (USA)
- NMA 1477 Radioactive Contamination Clause (USA)
- LSW1001 Several Liability Notice (Insurance)
- LSW3000 Premium Payment Clause 45 Days
- Retroactive Date – Full Prior Acts
- **Cyber Terrorism Endorsement**
- **Deductible Waiver Endorsement**
- **Notice of Terrorism Insurance Coverage LMA9105 Endorsement**
- **Notification Expenses Outside Total Limit of Liability Endorsement (as specified under Endorsed Coverages)**
- **Payment Card Industry Fines and Assessments Endorsement (as specified under Endorsed Coverages)**
- **Wortham Amendatory Endorsement**
- **Dependent Network Interruption and Recovery Endorsement (as specified under Endorsed Coverages)**
- **Bricking Endorsement (as specified under Endorsed Coverages)**

NATURE OF MISCELLANEOUS PROFESSIONAL SERVICES COVERED

Not Applicable

RISK MANAGEMENT SERVICES

This policy offers Insureds free access to a designated password protected risk management portal powered by CyberScout\*, offering a range of services including pro-active privacy educational resources, 24/7 breach management services and a response hotline.

\*formerly known as IDT911



**SUBJECTIVITIES TO BE SETTLED AND AGREED PRIOR TO BINDING (UNLESS OTHERWISE AGREED)**  
**UNDERWRITERS RESERVE THE RIGHT TO AMEND, ALTER OR WITHDRAW TERMS SHOULD THE RESPONSES TO SUBJECTIVITIES BE DEEMED UNSATISFACTORY**

- Application form to be signed and dated (within 30 days of binding coverage).

#### SURPLUS LINES DETAILS

The following Surplus Lines information will be used for the purposes of this account. If this information is incorrect or has changed, you must advise us at inception:

|                 |                                     |
|-----------------|-------------------------------------|
| NAME            | John L. Wortham & Son, L.P.         |
| ADDRESS         | PO BOX 1388, HOUSTON, TX 77251-1388 |
| LICENSE NUMBER  | 1510                                |
| STATE OF FILING | Missouri                            |

#### SECURITY

100% with certain Underwriters at Lloyd's of London and/or Lloyd's Insurance Company S.A.

#### RISK INFORMATION

|                 |   |
|-----------------|---|
| REVENUE         | USD 17,950,000  |
| BUSINESS        | Governmental & Public Authorities - Municipality/Township/Local Authority |
| CLAIMS          | None  |
| NO OF PIIS      | TBA (0 - 50,000)  |
| NO OF EMPLOYEES | 139   |

#### REVENUE SPLIT BY LOCATION

|               |      |
|---------------|------|
| United States | 100% |
|---------------|------|

Ascent Underwriting to issue certificate and all related policy documentation upon binding in respect of all placements where Ascent are providing 100% security.

Please note that the above referenced and attached wording is the version of the form relevant to this coverage, which may differ from the wording of the prior year(s). Only coverages shown as applicable within the above are deemed to be provided under this insurance. These coverages, along with the rest of the wording, should be reviewed carefully with your client with regard to any updates in the coverage(s) offered. We will be pleased to provide you a copy of tracked changes from previous versions of the wording on request.





## INSURANCE POLICY DESCRIPTIONS

**Automobile Liability and Physical Damage** are designed to cover amounts any protected person is legally required to pay as damages for covered bodily injury and property damage that results from the ownership, maintenances, use, loading or unloading of a covered auto and is caused by an accident. In addition, coverage is provided for covered pollution costs or expense that results from accident which also causes bodily injury or property damage. Coverage also applies for physical damage to covered autos.

**Cyberfirst Liability** is special coverage that provides network and information security liability and communications and media liability.

**Employee Benefit Plans Administration Liability** is designed to cover liability arising out of a wrongful act committed in the administration of certain types of employee benefit plans. Administration includes advice, interpretation and calculation of benefits, except as excluded.

**Employment Practices Liability** is designed to cover damages (other than bodily injury or property damage) any protected person is legally required to pay for covered employment injury to employees that results from a wrongful employment practice offense. Wrongful employment practice offense is defined to include discrimination, termination, employment-related harassment, retaliatory action, wrongful discipline, hiring, supervision, demotion, or failure to promote, and employment-related misrepresentation, defamation, libel, slander, disparagement, and invasion of privacy.

**Excess Errors and Omissions Liability** is designed to provide excess limits above primary coverage for damages *other than* bodily injury, property damage, personal injury, and advertising injury that results from a catastrophic event. "Drop down" coverage responds to a reduction in the available primary insurance limit as a result of an impaired each wrongful act limit and replaces the primary insurance should the underlying total limit be exhausted. Coverage is on a following form over primary basis.

**General Liability** is designed to cover the premises and operations exposures of the named insured. It covers amounts any protected person is required to pay as damages for covered injury or damage that results from an event.

**Inland Marine** is designed to indemnify loss to moving or movable property that is not self powered, i.e. generators, portable lights, snow plows.

**Law Enforcement Liability** is designed to cover the premises and operations exposures and the professional liability of law enforcement agencies, including jail operations. It covers amounts any protected person is legally required to pay as damages for covered injury or damage that result from the conduct of law enforcement duties by or for your law enforcement agency and is caused by wrongful act. Wrongful act is defined as any act, error or omission.

**Property Insurance** is designed to provide protection against most risks to property, such as fire, theft and some weather damage.

**Public Entity Management Liability** is designed to cover damages (other than bodily injury, personal injury, advertising injury or property damage) any protected person is legally required to pay for covered loss that results from the conduct of duties by or for a public entity and is caused by wrongful act. Wrongful act is defined as any act, error or omission. However, wrongful employment practice offenses are not covered.

**Umbrella Excess Liability** is designed to provide excess limits above primary coverage for bodily injury, property damage, personal injury and advertising injury that result from a catastrophic event. "Drop down" coverage responds to a reduction in the available primary insurance should the underlying total limit be exhausted. Coverage is broader than primary basis.