City of Sikeston Missouri

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

TENTATIVE AGENDA

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

MONDAY, JUNE 30, 2025
5:00 P.M.

I. CALL TO ORDER

II. RECORD OF ATTENDANCE

III. OPENING PRAYER

IV. PLEDGE OF ALLEGIANCE

V. ITEMS OF BUSINESS
- A. Approve Solid Waste Contract
- B. Approve Lease Agreement with Country Club
- C. Approve Lease for Airport Fuel Trucks
- D. Renew Fuel Supply Agreement with Titan Aviation Fuels
- E. Authorization to Purchase Street Sweeper
- F. Authorization to Purchase Front End Loader
- G. Authorization to Purchase Tractor
- H. Remove from table Resolution 25-06-01, Authorization to Apply for TAP Funding
- I. Resolution 25-06-01, Authorization to Apply for TAP Funding for Downtown Lighting
- J. Resolution 25-06-02, Authorization to Apply for CDBG Funding for Demolition of Cornerstone Baptist Church Old Sanctuary
- K. 1st & 2nd Reading, Emergency Bill #6381, FY25 Budget Second Amendment
- L. 1st & 2nd Reading, Emergency Bill #6382, Authorization to Apply for Federal Financial Assistance on Behalf of Scott County Transit System
- M. Other Items as May Be Determined During the Course of the Meeting

VI. ADJOURNMENT

Dated this 25th day of June 2025.

Rhonda Council
Rhonda Council, City Clerk

The City of Sikeston complies with ADA guidelines. Notify Rhonda Council at 573-475-3701 to notify the City of any reasonable accommodation needed to participate in the City Council's Meeting.

Public Comments Policy: Approach the podium, sign in with their first and last name for the record, state their name, and be acknowledged by the mayor before speaking; Request accommodation if unable to approach the podium; Address comments and questions to the City Council (the Council will ask staff for answers/clarification as needed); Limit comments to no more than three minutes on any single agenda item; Comment no more than one time on any single agenda item. The City Clerk or Acting City Clerk shall keep a timer during public comments.

City of Sikeston, MO

Council Letter

Date of Meeting: June 30, 2025

Originating Department: City Manager

To the Mayor and City Council:

Subject: Approve Contract for Solid Waste and Recycling Services

Attachment(s):

1. Contract

Action Options:

1. Approve contract with Sonny's Solid Waste for residential solid waste and recycling services
2. Other Action Council May Deem Necessary

Background:

The City provides residential solid waste services via a contract with Sonny's Solid Waste. The current contract expires July 31, 2025, so in November 2024 the City Council authorized release of a Request for Proposals for the service. On February 3, 2025 the City Council selected Sonny's Solid Waste as the lowest and best proposal of the three received. City staff has negotiated the attached contract with Sonny's Solid Waste based on the proposal received, and recommends Council approval of the contract. The new contract will be for a 5 year term, with a 5 year renewal if mutually agreeable to the parties.

The contract includes the same schedule of holidays excluded from service as the previous contract. A citizen had contacted Sonny's and the City earlier this year requesting that we stop picking up trash on Martin Luther King, Jr Day. Sonny's prefers to keep picking up on that day and City staff believe most Sikeston residents would prefer to continue having trash picked up that day.

Significant changes since the last contract include:

- New rates (see Exhibit 3 in attached contract).
- The contract includes optional curbside recycling, but if market conditions change such that the contractor does not have a viable market to sell recyclable material, contactor may suspend or discontinue recycling services with 30-days' notice to the City.
- Once per year at a mutually agreeable time (likely June) the contractor will pick up one bulky item curbside from each dwelling unit at no cost. Additional items will be billed directly to the customer at $35.00 each. Contractor will also pick up bulky items curbside throughout the year for $35.00, scheduled directly between the customer and the contractor. Twice annual community cleanup drop off events will continue.

CONTRACT FOR SERVICE

DISPOSAL OF SOLID WASTE AND GARBAGE

This Agreement, made and entered into this _____ day of _____, 2025 by and between the parties, to-wit: the City of Sikeston, Missouri, a Municipal Corporation organized under the provisions of Chapter 78 of RS Mo, hereinafter referred to as "CITY" and Sonny's Solid Waste Services, Inc., hereinafter referred to as "CONTRACTOR", to provide for the collection, transportation and disposal of residential and public property solid waste materials within the corporate limits of the City.

WITNESSETH:

In consideration of the promises, payments, covenants and agreements contained herein, the value and adequacy and sufficiency of which are hereby acknowledged, the parties hereto mutually enter into this agreement, upon the following terms and conditions:

SECTION ONE: DEFINITIONS

For purposes of this agreement the following words or terms shall have the indicated meanings:

A. "Battery" or "Lead-acid Battery", a battery designed to contain lead and sulfuric acid with a nominal voltage of at least six volts and of the type intended for use in motor vehicles and watercraft.

B. "Bulky Rubbish", all non-putrescible, non-liquid solid wastes, whether combustible or non-combustible, which are either too large or too heavy to be safely and conveniently loaded into vehicles designed for solid waste collection (packer trucks) without additional loading equipment and/or manpower.

C. "City Manager" or "Manager", shall be the City Manager for the City of Sikeston, Missouri;

D. "Clean Fill", uncontaminated soil, rock, sand, gravel, concrete, asphaltic concrete, cinder blocks, brick, minimal amounts of wood and metal, and inert solids as approved by rule or policy of the Department of Natural Resources, for fill, reclamation or other beneficial use.

E. "Collection", the pick-up and removal of all waste materials as specified herein, in a manner and by a method that fully contains all such materials to be delivered to the disposal site, both in loading and transportation phases of the operation.

F. "Commercial Waste Generating Unit", any location or place where business is or could be conducted or any dwelling unit under one roof containing five (5) or more individual residences or any grouping of five (5) or more individual dwelling units offered for rent, regardless of length of stay, operated by any person(s), firm or corporation in the normal pursuit of profit or revenue generation.

G. "Council" shall be the City Council for the City of Sikeston, Missouri.

H. "Construction and Demolition Waste", those waste products generated by either construction or demolition activities, of any nature including construction materials, brush, wood wastes, solid rock, concrete and other like inert solids which are insoluble in water.

I. "Demolition Landfill", a solid waste disposal area used for the controlled disposal of demolition wastes, construction materials, brush, wood wastes, soil, rock, concrete and inert solids insoluble in water.

J. "Department" or "DNR", the State of Missouri Department of Natural Resources.

K. "Disposal", the delivery of solid waste to any appropriate site designed, permitted or licensed by the appropriate state agency(ies), including but not necessarily limited to incineration, composting, recycling, baling, shredding, salvaging, compacting, landfill and/or other facility.

L. "Dwelling Unit", any room or group of rooms within or on any premises and forming a single habitable unit with facilities which are used or intended to be used as a domicile, which may or may not include living, sleeping, cooking and eating. A dwelling unit shall be presumed to be occupied and the owner or tenant thereof shall pay the solid waste removal charge herein provided for so long as electric, water, or sewer service is provided to the premises by the Board of Municipal Utilities of the City of Sikeston, unless waived by the CONTRACTOR.

M. "EPA", the Environmental Protection Agency of the United States Government.

N. "Garbage", waste which includes any of the following: putrescible animal, vegetable or mineral wastes resulting from the handling, preparation, cooking, serving, storage or consumption of food or paper, packaging and other like items which result from routine household living activities.

O. "Hazardous Wastes", include but may not be limited to explosive wastes, corrosive or caustic wastes, flammable wastes, pesticide wastes, herbicide wastes, toxic wastes, radioactive materials or containers or any other material or container so designated by EPA or DNR regulations.

P. "Infectious Wastes", waste in quantities and characteristics as determined by DNR by rule, including medical isolation wastes, cultures and stocks of etiologic agents, blood and blood products, pathological wastes, other wastes.

Q. "Major Appliance", clothes washers and dryers, water heaters, trash compactors, dishwashers, microwave ovens, conventional ovens, ranges, stoves, woodstoves, air conditioners, refrigerators and freezers.

R. "Occupant, Resident or Customer", any person who alone or jointly or severally with others,

shall be in the actual possession of any dwelling unit or any other improved real property, either as owner or tenant receiving solid waste services.

S. "Person", any individual, partnership, corporation, association, institution, city, county, other political subdivision, authority, state agency or institution or federal agency or institution.

T. "Recovered Materials", those materials which have been diverted or removed from the solid waste stream for sale, use, reuse or recycling, whether or not they require subsequent separation and processing.

U. "Recycling", the separation and reuse of materials which might otherwise be disposed of as solid waste.

V. "Resource Recovery", a process by which recyclable and recoverable material is removed from the waste stream to the greatest extent possible, as determined by DNR and pursuant to DNR standards, for reuse or remanufacture.

W. "Sanitary Landfill", a solid waste disposal area, licensed and permitted by the State of Missouri, which accepts commercial and residential solid waste.

X. "Sharps", a term applied to needles and other dangerous implements in the medical care industry.

Y. "Solid Waste", garbage, refuse and other discarded materials including, but not limited to, solid and semisolid waste materials resulting from industrial, commercial, agricultural, governmental and domestic activities, but excluding hazardous or infectious waste as defined herein, recovered materials, overburden, rock, tailings, matte, slag or other waste material resulting from mining, milling or smelting.

Z. "Solid Waste Management", the entire composite solid waste system of storage, collection, transportation, processing and disposal of any waste.

AA. "Solid Waste Processing Facility", any facility where solid waste is salvaged and processed, including:

1. A compost plant or transfer station; or

2. An incinerator which operates with or without energy recovery.

BB. "Storage", keeping, maintaining, storing, and depositing for collection of solid waste from its time of production until its time of collection.

CC. "Tire", a continuous solid or pneumatic rubber covering encircling the wheel of a motor vehicle, trailer or wheels of other machinery.

DD. "Toter", 96-gallon trash receptacles that shall be provided by CONTRACTOR.

EE. "Transportation", the conveying of waste(s) or material(s) collected to an approved disposal site or processing facility, in a legal manner, with proper containment by truck or other appropriate vehicle.

FF. "Utility Waste Landfill", a solid waste disposal area used for fly ash waste, bottom ash waste, slag waste and flue gas emission control waste, generated primarily from the combustion of coal or other fossil fuels.

GG. "Waste Tire", a tire that is no longer suitable for its original intended purpose because of wear, damage or defect.

HH. "Yard Waste", leaves, grass clippings, yard and garden vegetation and Christmas trees. The term does not include stumps, roots or shrubs with intact root balls.

SECTION TWO: TERM

The term of this agreement shall commence August 1, 2025, at 12:01 A.M. and expire July 31, 2030, at 12:00 P.M. This agreement may be renewed for an additional five year period if mutually agreeable to the parties, with a 4% annual increase to the CONTRACTOR's household waste charge each year of the extended agreement.

SECTION THREE: SCOPE OF SERVICE

A. PRIVATE "DWELLING UNITS" SERVICE:

1. During the term of this agreement the CONTRACTOR shall, no less frequently than twice weekly, remove from each occupied dwelling unit, excepting those defined as "Commercial Units" herein, within the City all garbage and solid waste, with the following limitations and restrictions:

   Toters are delivered by the CONTRACTOR to all dwelling units, excepting those defined as "Commercial Units" herein, collection shall be limited to the contents of one (1) CONTRACTOR-provided toter, excepting those who have made separate arrangements for additional toters with the CONTRACTOR. (Additional toters can be purchased by dwelling units from the CONTRACTOR, and collection service can be added at the rate of twelve dollars ($12) per month per additional toter to be billed directly by the CONTRACTOR to the dwelling unit.) Collection shall be limited to toters placed at the street (no collection from alleys), excepting those dwelling units that have made separate arrangements with the CONTRACTOR. Toters should be placed at the street prior to midnight the night before scheduled collection days. Toters shall be owned and maintained by the CONTRACTOR, excepting damage caused by residents. If a toter is damaged by the residents of the dwelling unit, the resident shall be responsible for the cost of a replacement toter. CONTRACTOR will provide a New Replacement Toter for a cost of $125.00. CONTRACTOR will

provide a reconditioned and serviceable toter for a cost of $75.00.

2. The collection routes and route schedules for regular twice weekly and spring and fall removals shall be as established in (Exhibit 1). "Collection Routes and Schedules" hereto attached, and such routes and schedules shall not be altered or changed except by written permission of the City Manager.

3. Once Toters are delivered by the CONTRACTOR to all dwelling units, excepting those defined as "Commercial Units" herein, excepting those who have made separate arrangements for additional toters with the CONTRACTOR, storage of any waste between collections shall be the responsibility of the occupant of the premises, and said occupant shall likewise have the responsibility of making said waste available and accessible for collection; with the following requirements and restrictions;

   a. Collection shall be limited to toters placed at the street (no collection from alleys), excepting those dwelling units that have made separate arrangements with the CONTRACTOR.

   b. Collection shall also be limited to toters that are standing upright, have the lid closed, have the arrow stamped on the lid facing the street and are placed three feet from any obstruction. CONTRACTOR shall not be required to collect any toter that does not comply.

   c. Toters shall be owned and maintained by the CONTRACTOR, excepting damage caused by residents.

   d. Additional toters can be purchased by dwelling units from the CONTRACTOR, and collection service can be added at the rate of twelve dollars ($12) per month per additional toter to be billed directly by the CONTRACTOR to the dwelling unit. CONTRACTOR shall bill the dwelling unit in three-month increments.

   e. Toters should be placed at the street the night before scheduled collection days. The CONTRACTOR is not responsible for the collection of garbage of toters brought to street after collection has taken place.

   f. Any toter shall have a maximum loaded weight of one hundred (100) pounds. CONTRACTOR shall not be required to pick up any toter exceeding that weight limit.

   g. CONTRACTOR shall not be required to collect and remove any yard waste (i.e., tree limbs, clippings or grass). CONTRACTOR shall refuse to haul off the contents of any toter that contains yard waste.

   h. Any solid waste to be collected must be in the toter. Additional items left

curb side shall not collected.

4. Deviations: Nothing in this agreement shall be interpreted to prohibit the CONTRACTOR or any licensed and permitted solid waste service and any occupant or resident from entering into an agreement whereby the CONTRACTOR shall pickup and remove any waste material that does not comply with the requirements of these provisions with reference to kind of waste or containers; provided only that the consideration to be charged and received for said service shall be fair and reasonable as provided for in Section Five (5).

5. The collection, transportation, and disposal of infectious waste in any quantity or significant amounts of hazardous wastes, as may be defined by DNR or EPA, shall not be required nor authorized under the provisions of this contract.

6. The collection of any waste containing fire or embers shall not be required nor authorized under the provisions of this contract. Toters damaged by fire or embers will be the responsibility of the occupant to replace.

7. Upon each regular twice weekly collection CONTRACTOR shall clean up any spillage only if spillage is caused by CONTRACTOR's negligent collection or handling, and place it in the collection vehicle.

8. Construction and demolition wastes shall not be covered by the provisions of this agreement.

9. CONTRACTOR shall daily, excepting for non-service days, City holidays, Saturdays and Sundays, accept complaints concerning its service or "missed" householders. Such complaints shall be remedied by the close of the following business day.

10. Residents wanting curbside recycling service may purchase this service directly from the CONTRACTOR. Residents desiring this service shall be required to notify and pay CONTRACTOR separately for this service. A toter shall be provided by the CONTRACTOR for recycling. Any recycling shall be placed in clear plastic bags and put in the toter provided for recycling. Curbside service will be available for one (1) pickup per month at an additional fee of $12 per month. The cost of recycling shall be billed separately by the CONTRACTOR in a minimum increment of three (3) months or $36.00 every three (3) months.

11. CONTRACTOR shall provide for drop-off cardboard recycling at the CITY's Fire Station #1 or at another location or locations mutually agreeable to CONTRACTOR and CITY.

12. If recycled goods are contaminated and cannot be sold as recycled material, CONTRACTOR shall have the right to dispose of the same in a sanitary landfill. If market conditions develop that limit or inhibit CONTRACTOR from selling some or all of the recyclable material, CONTRACTOR may at its option and upon 30 days

notice to CITY redefine recyclable material, suspend or discontinue any or all recycling services, or dispose of the materials in a landfill and update pricing to residents accordingly. Any such actions, if taken, maybe be reversed or further changed as market conditions dictate.

B. MUNICIPAL SOLID WASTE:

1. The CONTRACTOR shall collect and remove, without further consideration than the granting of the instant contract and the benefits derived therefrom, all waste collected from those locations set forth in Exhibit 2, regularly on a twice-weekly basis, unless otherwise expressly provided in Exhibit 2. CONTRACTOR shall make such non-scheduled collects at other locations and times as the CONTRACTOR and CITY may mutually agree upon.

2. The waste from such places and buildings shall be placed in containers to be furnished by the CONTRACTOR in such numbers and at locations as are set forth in Exhibit 2.

3. The same restrictions on the type of material and wastes to be collected as contained in this Contract shall apply to Municipal Solid Waste to be collected from the CITY facilities and locations which are enumerated in Exhibit 2 hereof. The CONTRACTOR shall not be required, however, to remove from the locations identified in Exhibit 2 hereof waste which is NOT generated or produced by the CITY itself, its staff or its own services, except by separate independent agreement for which the CONTRACTOR will be paid.

C. ALL COLLECTED WASTE:

No solid waste which has been collected from occupied dwelling units or public places by the CONTRACTOR shall be kept, stored or maintained within the City Limits of the CITY beyond 10:00 P.M. on the day it was collected. All trash collected from Private Dwelling Units and Municipal Solid Waste shall be removed to a licensed landfill or other approved DNR site.

D. COMMUNITY CLEANUP DROPOFF EVENTS:

CONTRACTOR will provide twice per contract year the following at no additional charge:

1. Upon 30 days advance notice from the CITY, fifteen (15) thirty (30) yard roll off boxes and two (2) forty (40) yard roll off boxes at the CITY Compost area. Said use shall be for Sikeston residents only. All white goods shall be placed in the forty (40) yard boxes and all other household items shall be placed in the thirty (30) yard containers.

2. The area, when open, shall be manned by CITY employees. Items must be placed in

the containers and all containers must be level.

3. "White Goods" shall include washers, dryers, microwaves, TVs, small appliances, refrigerators, freezers, and hot water heaters. Any refrigerator or freezer must have the compressor removed.

4. Specifically excluded are hazardous waste, yard waste, construction or demolition waste and tires. Also excluded are commercial entities of any type as the above applies to residential households.

5. Additional thirty (30) yard roll off boxes requested by CITY during Community Cleanup Events or at other times will be provided by CONTRACTOR at the rate of $650 per box, with a 3% annual escalator each year of this contract.

E. BULKY ITEM PICKUP

CONTRACTOR will provide once per contract year, during the month of June or other mutually agreeable time, the following at no additional charge:

1. CONTRACTOR will pick up at curbside one (1) bulky item per year at each residential dwelling on dates determined by agreement of the parties. Curbside pickup days may be scheduled by zones corresponding to CITY'S leaf pick up zones, or according to other schedule as agreed upon by the parties.

2. On the scheduled day, CONTRACTOR will pick up one (1) bulky item per residential dwelling unit at the curbside for no additional charge. Additional items may be picked up with prior notice to CONTRACTOR at an additional charge of thirty five dollars ($35.00) per item, to be billed by CONTRACTOR directly to resident.

3. The items may include, but are not limited to, washers, dryers, microwaves, refrigerators, hot water heaters, commodes, and household furniture. Any refrigerator must have the compressor removed. CONTRACTOR will also pick up mattresses, but only if the same are completely wrapped in plastic or other airtight material.

4. Specifically excluded are hazardous waste, yard waste, construction or demolition waste and tires. Also excluded are commercial entities of any type as the above applies to residential households.

5. On days other than the annual pickup as described in (E)(1) and (E)(2) above CONTRACTOR will pick up bulky items at curbside at residential dwelling units for an additional charge of thirty five dollars ($35.00) per item, to be billed by CONTRACTOR directly to resident. Such pickups must be scheduled directly between the resident and CONTRACTOR.

SECTION FOUR:
GENERAL EXCEPTIONS TO SCOPE OF SERVICE

The CONTRACTOR's scope of service to private occupied dwelling units shall specifically exclude collections and removal of any waste not generated within or upon the premises of the occupied dwelling unit and shall specifically exclude construction and demolition waste, infectious waste, significant amounts of hazardous waste, demolition waste and any burning or smoldering waste.

SECTION FIVE:
APPROVAL OF INDEPENDENT CONTRACTING SERVICES

Upon request and by mutual agreement with individual occupant(s) and for reasonable additional fee(s), the CONTRACTOR shall provide additional, specialized or custom collection services for aged, handicapped or infirm occupants, provided:

1. Any such additional service or fee, including billing and collection, shall be exclusively between CONTRACTOR and occupant; and

2. Said service and fee(s) are non-discriminatory between classes of occupants; and

3. Said service and fee(s) are approved by the CITY and a current service/fee schedule is provided to the CITY. CITY approval of the provisions of this section shall be restricted to the reasonableness of the proposed fee for the type of service requested or offered.

SECTION SIX:
UNDERTAKINGS AND COVENANTS OF CONTRACTOR

A. To provide all facilities, equipment, personnel and supervision as may be required to satisfactorily accomplish the provisions of this agreement, including:

1. Maintaining all collection equipment vehicles in a safe, clean and sanitary condition, and

2. Said vehicles and equipment shall be so constructed, maintained and operated as to prevent spillage of solid waste there from, and

3. Said vehicles and equipment shall be constructed with liquid-tight and water-tight bodies and covers which shall be an integral part of the vehicle.

4. Said covers only may be a separate cover of suitable material with fasteners designed and used to secure the top and sides of the vehicle bed and capable of preventing spillage or load loss from normal operational procedures.

B. Pay all expenses incidental to the performance of the obligations and provisions of this agreement, including but not limited to, employee payroll and benefits, equipment purchase, equipment maintenance and operation, bond(s), insurance(s), license(s), taxes, tipping or other disposal fee(s) and surcharge(s), including the charges, if any, for governmental permits and licenses.

C. Be licensed to conduct business within the CITY.

SECTION SEVEN: BONDING & INSURANCE

During the term of this contract, the CONTRACTOR, at his own expense shall obtain and maintain good and sufficient performance bond(s) and general liability insurance, from reputable surety and insurance company(ies) duly licensed to conduct business within the State of Missouri, which companies shall be acceptable to the City; said acceptance not being unreasonably withheld. Current certified copies of all such bond(s) and insurance policies as required herein shall be delivered to the office of the City Collector no later than fifteen (15) days prior to the effective date of this contract or renewal thereof and current updated certificates shall thereafter be furnished to said officer throughout the term of this agreement.

A. Bond(s) and insurance provided for herein shall contain a stipulation that notice of intent to reduce, modify or cancel any such bond(s) or insurance must be received by the CITY at least ninety (90) days prior to the effective date of such action, said notice requirements shall be deemed fulfilled upon personal service and acknowledgment or upon receipt by certified mail. The ninety (90) day notice shall be deemed to commence from the date of receipt, by the CITY.

B. Performance and indemnity bond(s) shall name the CITY as a beneficiary or payee and shall:

1. Contain specific and satisfactory provisions as may be determined by the CITY, for the calling and forfeiture of said bonds by the CITY for non-performance or unsatisfactory performance of the provisions of this contract, including but not necessarily limited to:

   a. Frequent or routine failure to provide the service(s) as herein agreed, for any reason, excepting impossibility and performance.

   b. Failure or refusal to comply with Federal, State or Local laws, rules or regulations or the provisions of this agreement.

2. Be in an amount equal to twenty percent (20%) of the estimated value of each year's contract price but shall not exceed one hundred thousand dollars ($100,000.00) whichever is less. The performance bond forfeiture hereby provided is

acknowledged to be liquidated damages, actual damages being incapable of assessment.

3. In the event of a breach of this contract, or duties or covenants hereby imposes and undertaken on the part of the CONTRACTOR, the CITY shall give the CONTRACTOR written notice thereof as provided for in Paragraph 7 of Section Ten (10) hereof; and if such breach, default or non-performance is not remedied within five (5) days of said notice, the CITY may declare this contract canceled and make demand on the performance bonding company and immediately contract with another CONTRACTOR to provide the services which are the subject hereof.

C. All insurance policies herein provided for shall name the CITY as co-insured except as otherwise may be specified and shall:

1. Provide coverages for "Premises and Operation Liability" or "Combined Single Limits Business Liability" with the following minimum limits of coverage:

a. Premises and Operations Liability of two million dollars ($2,000,000.00) bodily injury per person; two million dollars ($2,000,000.00) multiple injury or aggregate; two million dollars ($2,000,000.00) property damage; or

b. Combined Single Limits Business Liability with the same general items of protection and two-million-dollar ($2,000,000.00) coverage.

2. Provide coverage for "Motor Vehicles" and equipment operated over public ways with minimum limits of two million dollars ($2,000,000.00) bodily injury per person; two million dollars ($2,000,000.00) multiple injury or aggregate; two million dollars ($2,000,000.00) property damage.

3. Provide such workers' compensation and unemployment compensation as may be required by Missouri Law, said insurance need not include the CITY as co-insured unless and except workers' compensation when and in the event CITY employees may provide or accomplish work for the CONTRACTOR, under the provisions of this contract.

4. Fully indemnify and save the CITY harmless from any and all loss, claim, judgment, cost or expense (including attorney's fees and expenses of defending suits or claims) made by the CONTRACTOR, the CONTRACTOR'S employees or agents or third persons asserting any claim growing out of or allegedly growing out of the CONTRACTOR'S performance of the duties imposed upon it by this agreement or the contractual relationship existing between the parties.

SECTION EIGHT: PAYMENT FOR SERVICES

A. The CONTRACTOR shall receive throughout the term of this agreement as its sole payment for the services and duties herein enumerated (both private occupied dwelling units and

municipal) the payment provided for in (Exhibit 3) hereto (as said charge shall be altered or amended from time to time to reflect any agreed to surcharge attached and made a part of this agreement), per occupied dwelling unit per month; which said sum is hereinafter referred to as the "CONTRACTOR's Charge". The CITY has contracted with the Board of Municipal Utilities of the City of Sikeston (B.M.U.) to bill and charge the "Total Monthly Charge to Household" as said charge shall be altered or amended from time to time, to each occupied dwelling unit within the CITY monthly, a fee for solid waste service which shall include the "CONTRACTOR's Charge" and the City's expenses and charges arising from solid waste service ("City Service Fee"). As collections of solid waste charges collected by the B.M.U. are remitted to the CITY, the CITY shall, within ten (10) days of receipt of same, pay to the CONTRACTOR a portion of said collections which shall be calculated as follows: the total amount received by the CITY shall be multiplied by a fraction the numerator of which shall be the CONTRACTOR's Charge (Exhibit 3) and the denominator of which shall be the Total Monthly Charge to Household (Exhibit 3).

B. Notwithstanding any contained in the Contract, it is agreed by and between CITY and CONTRACTOR that if, on the third Tuesday of any calendar month, the Weekly Retail On-Highway Diesel Prices for the Midwest Region, as published for said date or the nearest business day on which said prices are published by the Energy Information Administration of the U.S. Department of Energy, shall be equal or greater than Three Dollars and Fifty Cents ($3.50) per gallon, the Residential User Fee for services provided by CONTRACTOR during the calendar month which includes the date for which such fuel cost was published, shall be determined in accordance with Exhibit 5 attached hereto and incorporated herein by reference.

SECTION NINE: GENERAL CONDITIONS

A. The CONTRACTOR shall remain a corporation in "good standing" in the office of the Secretary of State of the State of Missouri throughout the term of this agreement and shall suffer no forfeiture of its charger for any reason.

B. The CONTRACTOR shall make regular collections on all days and legal holidays not falling on Sunday excepting those specified on Exhibit 4. The units not collected on the aforesaid holidays when it is on a regular collection day shall be collected the next regularly scheduled collection day.

C. In the event that the CONTRACTOR shall fail or refuse to perform his duties and obligations, or shall become insolvent or shall become the debtor in a proceeding in bankruptcy (including any proceeding under Chapter 10 or Chapter 11 of the Bankruptcy Act) and said proceeding not be dismissed within fifteen days of the filing of same, or shall become the subject of any proceeding for the appointment of a receiver, or in the event of any assignment by CONTRACTOR for the benefit of its creditors, or the taking of its trucks, equipment, vehicles or other facilities used in connection with the performance of work under any execution against CONTRACTOR, in such events, CITY may at its option upon five days' written notice declare the CONTRACTOR to be in breach of his agreement and

the CITY may terminate the agreement and declare same canceled and terminated and shall, in addition, be entitled to recover damages and take such other actions and seek such other remedies as may be permitted by law.

D. This contract shall not be assignable or transferable by CONTRACTOR, nor shall any services be performed by a subcontractor for CONTRACTOR without the consent in writing of the CITY. In the event that the ownership of more than 40% of the corporate voting stock of the CONTRACTOR shall be transferred or assigned to individuals outside the Glaus Family or to entities or Trusts not owned or controlled by the Glaus Family, the CITY shall have the option of terminating this Contract upon thirty (30) days' notice to CONTRACTOR.

E. In the event that the landfilling charge or "tippage fee" or any State or County mandated or charged tipping fee (into landfills) increases over that which CONTRACTOR is obligated to pay as of the date hereof the parties agree that the per dwelling unit monthly service charge shall be increased, pro rata, so as to reflect said increase. The parties shall confer and agree upon the dwelling unit increase in cost indicated by any such increase.

F. In the event that the CONTRACTOR, in order to provide the services which are the subject hereof, must pay State or Federal license or permit fees which are greater than those presently in effect or presently provided for, or by reason of changes in the solid waste or landfill regulations of the State of Missouri, is required to have greater expense in the discharge of its duties hereunder the surcharge shall be subject to re-negotiation between the parties to include any such increase attributed to this contract.

G. As new dwelling units are added or developed within the City Limits the CONTRACTOR shall provide the service under Section 3 hereof to said units.

H. Notices required by the terms hereof to be given to a party shall be in writing and shall be either delivered to the person hereinafter named or described or delivered to the United States mails, postage pre-paid and certified for delivery to the person hereinafter named or described, to wit:

CITY:	CONTRACTOR:
City Manager	Sonny's Solid Waste Services, Inc.
City of Sikeston, Missouri	P.O. Box 791
105 E. Center	Sikeston, MO 63801
Sikeston, MO 63801	(573) 471-2869

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

CITY:	CONTRACTOR:
By: _____	_____
Greg Turnbow	*David S. Glaus*, President Sonny's Solid Waste Services, Inc.
ATTEST:	
By: _____	_____
Rhonda Council, City Clerk	

EXHIBIT 1

COLLECTION ROUTES & SCHEDULES

(SEE ATTACHED MAP)

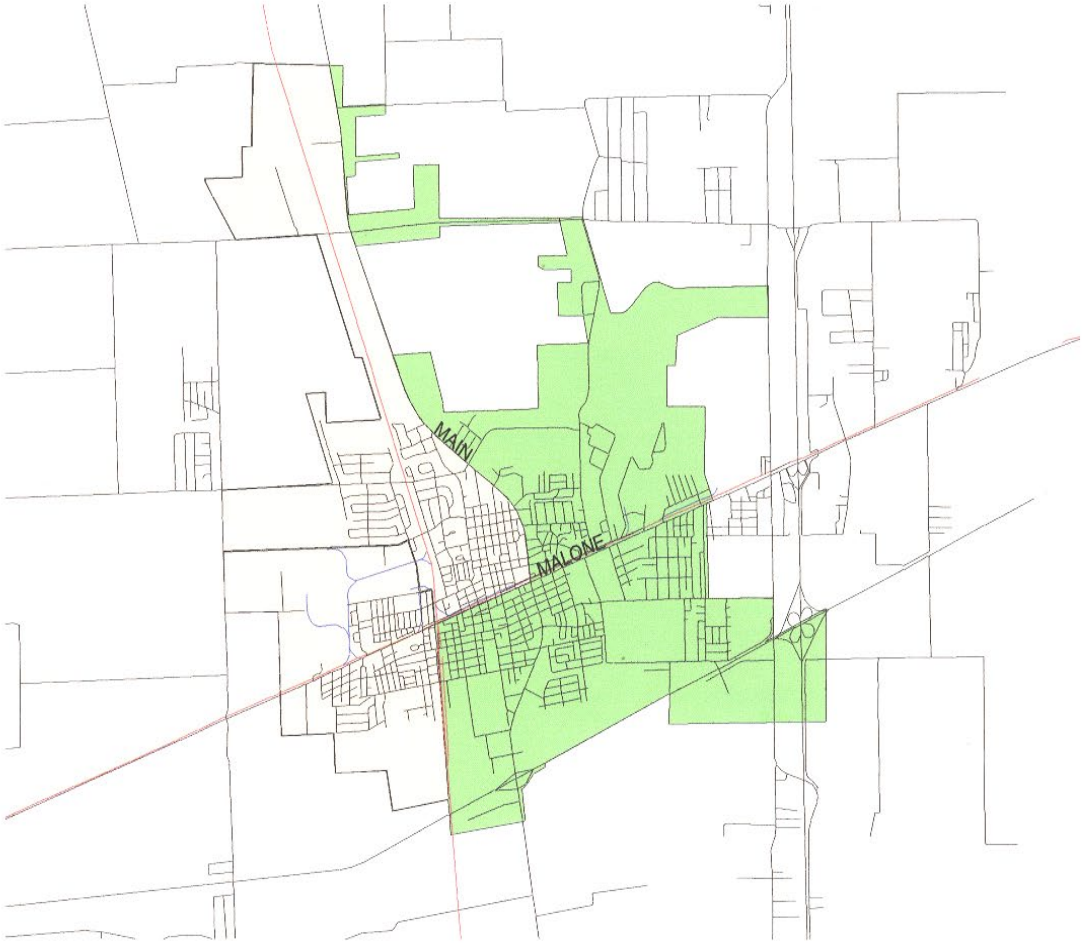
Monday & Thursday Collection

- Everything East of N. Main to Malone
  Malone to BN RR then South to City Limits

Tuesday & Friday Collection

- Everything West of N. Main to Malone
  Malone to BN RR then North to City Limits

Collection and Schedule



Streets

Tuesday and Friday

Monday and Thursday

Railroad

Missouri Pacific Railroad

St Louis-San Francisco Railway



EXHIBIT 2 - MUNICIPAL SERVICE

Listing & Location of Collection Facilities To Be Furnished

Location	**Number of Containers**	**Container Size**	**Container Location**
Dudley Park	1	2-yard	
Roberta Rowe/Dancler	1	2-yard	
Clayton Park	1	2-yard	
R.S. Matthews Park	1	2-yard	
Central Park	1	2-yard	
Clinton Building	1	2-yard	
VFW Field	1	2-yard	
Rotary Park	1	6-yard	
Library	2	95-gallon toter	
Downtown Area*	8	40-gallon	Various Locations
Public Safety	1	6-yard	
City Municipal Building	1	2-yard	
City Garage	1	4-yard	
Animal Shelter	1	2-yard	
BMU Warehouse	1	6-yard	
BMU Main Office	1	4-yard	
Fire Station No.1	1	2-yard	
Fire Station No.2	1	2-yard	
Fire Station No.3	2	95-gallon toter	
Airport Terminal	1	4-yard	
Sewage Treatment Plant	1	2-yard	
Bootheel Golf	1	4-yard	
Compost Yard (LCRA)	1	30-yard	One pickup per month
Power Plant	2	2-yard, 6-yard	
Recreation Complex	2	6-yard	BMX/Football HS Soccer Field
Recreation Complex	2	8-yard	Baseball N/S Quad

Parks Special Times and Events

Baseball / Softball Tournaments**	Complex	(2) 10-yard	10 Weekends Per Year
Skelebration	Complex	(1) 10-yard	Weekend Mid Oct.
Truck Show	Complex	(2) 10-yard	Weekend Late April
Return to Sunset	Lincoln Park	(1) 10-Yard	Labor Day Weekend
Christmas	Various Locations	(6) 30-Yard	Week of Christmas & New Year

*Cans furnished by the owner

**As needed for tournament weekends (*up to 10 per year*)

EXHIBIT 3

HOUSEHOLD WASTE CHARGE

Household Waste Charge, Per Occupied Dwelling Unit, Per Month			
	Contractor's Charge*	City Service Fee**	Total Monthly Charge to Household
July 31, 2025 – July 30, 2026	$29.25	$1.45	$30.70
July 31, 2026 – July 30, 2027	$30.38	$1.50	$31.88
July 31, 2027 – July 30, 2028	$31.56	$1.54	$33.10
July 31, 2028 – July 30, 2029	$32.78	$1.59	$34.37
July 31, 2029 – July 30, 2030	$34.05	$1.63	$35.68

*Contractor's Charge includes $1 additional payment method surcharge as outlined in Contractor's proposal. Contractor's Charge does not include fuel surcharges or tipping fee and license/permit fee surcharges which may be applicable under certain conditions outlined in this contract.

**City Service Fee covers the city's administrative costs of managing the contract and includes a 3% escalator over each previous year to account for rising postage, personnel, insurance, and other costs.

EXHIBIT 4

DAYS EXCUSED FROM SOLID WASTE SERVICE

1. New Years Day
2. Memorial Day
3. Fourth of July
4. Labor Day
5. Thanksgiving Day
6. Christmas Day

Exhibit 5
Fuel Surcharge Chart

SONNY'S SOLID WASTE SERVICE, INC.

FUEL SURCHARGE CHART - Base User Fee = 28.25

Fuel Surcharge Added Aft 3.50

EIA* Midwest Fuel Cost From	To	Fuel Surcharge	Residential User Fee w/Charge	Additional Payment Method Surcharge	City Service Fee	Bill to BMU
Less than	3.500		28.25	1.00	1.45	30.70
3.500	3.599	0.04	28.29	1.00	1.45	30.74
3.600	3.699	0.11	28.36	1.00	1.45	30.81
3.700	3.799	0.18	28.43	1.00	1.45	30.88
3.800	3.899	0.25	28.50	1.00	1.45	30.95
3.900	3.999	0.32	28.57	1.00	1.45	31.02
4.000	4.099	0.39	28.64	1.00	1.45	31.09
4.100	4.199	0.46	28.71	1.00	1.45	31.16
4.200	4.299	0.53	28.78	1.00	1.45	31.23
4.300	4.399	0.60	28.85	1.00	1.45	31.30
4.400	4.499	0.67	28.92	1.00	1.45	31.37
4.500	4.599	0.75	29.00	1.00	1.45	31.45
4.600	4.699	0.82	29.07	1.00	1.45	31.52
4.700	4.799	0.89	29.14	1.00	1.45	31.59
4.800	4.899	0.96	29.21	1.00	1.45	31.66
4.900	4.999	1.03	29.28	1.00	1.45	31.73
5.000	5.099	1.10	29.35	1.00	1.45	31.80
5.100	5.199	1.17	29.42	1.00	1.45	31.87
5.200	5.299	1.24	29.49	1.00	1.45	31.94
5.300	5.399	1.31	29.56	1.00	1.45	32.01
5.400	5.499	1.38	29.63	1.00	1.45	32.08
5.500	5.599	1.45	29.70	1.00	1.45	32.15
5.600	5.699	1.53	29.78	1.00	1.45	32.23
5.700	5.799	1.60	29.85	1.00	1.45	32.30
5.800	5.899	1.67	29.92	1.00	1.45	32.37
5.900	5.999	1.74	29.99	1.00	1.45	32.44
6.000	6.099	1.81	30.06	1.00	1.45	32.51
6.100	6.199	1.88	30.13	1.00	1.45	32.58
6.200	6.299	1.95	30.20	1.00	1.45	32.65
6.300	6.399	2.02	30.27	1.00	1.45	32.72
6.400	6.499	2.09	30.34	1.00	1.45	32.79
6.500	6.599	2.16	30.41	1.00	1.45	32.86
6.600	6.699	2.24	30.49	1.00	1.45	32.94
6.700	6.799	2.31	30.56	1.00	1.45	33.01
6.800	6.899	2.38	30.63	1.00	1.45	33.08
6.900	6.999	2.45	30.70	1.00	1.45	33.15
7.000	7.099	2.52	30.77	1.00	1.45	33.22
7.100	7.199	2.59	30.84	1.00	1.45	33.29
7.200	7.299	2.66	30.91	1.00	1.45	33.36
7.300	7.399	2.73	30.98	1.00	1.45	33.43
7.400	7.499	2.80	31.05	1.00	1.45	33.50
7.500	7.599	2.87	31.12	1.00	1.45	33.57
7.600	7.699	2.95	31.20	1.00	1.45	33.65
7.700	7.799	3.02	31.27	1.00	1.45	33.72
7.800	7.899	3.09	31.34	1.00	1.45	33.79
7.900	7.999	3.16	31.41	1.00	1.45	33.86
8.000	8.099	3.23	31.48	1.00	1.45	33.93
8.100	8.199	3.30	31.55	1.00	1.45	34.00
8.200	8.299	3.37	31.62	1.00	1.45	34.07
8.300	8.399	3.44	31.69	1.00	1.45	34.14
8.400	8.499	3.51	31.76	1.00	1.45	34.21
8.500	8.599	3.58	31.83	1.00	1.45	34.28
8.600	8.699	3.66	31.91	1.00	1.45	34.36
8.700	8.799	3.73	31.98	1.00	1.45	34.43
8.800	8.899	3.80	32.05	1.00	1.45	34.50
8.900	8.999	3.87	32.12	1.00	1.45	34.57

* Energy Information Administration,
Official Energy Statistics from the U S Government.
http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp

SONNY'S SOLID WASTE SERVICE, INC.

FUEL SURCHARGE CHART - Base User Fee = 29.38

Fuel Surcharge Added Aft 3.50

EIA* Midwest Fuel Cost From	To	Fuel Surcharge	Residential User Fee w/Charge	Additional Payment Method Surcharge	City Service Fee	Bill to BMU
Less than	3.500		29.38	1.00	1.5	31.88
3.500	3.599	0.04	29.42	1.00	1.5	31.92
3.600	3.699	0.11	29.49	1.00	1.5	31.99
3.700	3.799	0.18	29.56	1.00	1.5	32.06
3.800	3.899	0.25	29.63	1.00	1.5	32.13
3.900	3.999	0.32	29.70	1.00	1.5	32.20
4.000	4.099	0.39	29.77	1.00	1.5	32.27
4.100	4.199	0.46	29.84	1.00	1.5	32.34
4.200	4.299	0.53	29.91	1.00	1.5	32.41
4.300	4.399	0.60	29.98	1.00	1.5	32.48
4.400	4.499	0.67	30.05	1.00	1.5	32.55
4.500	4.599	0.75	30.13	1.00	1.5	32.63
4.600	4.699	0.82	30.20	1.00	1.5	32.70
4.700	4.799	0.89	30.27	1.00	1.5	32.77
4.800	4.899	0.96	30.34	1.00	1.5	32.84
4.900	4.999	1.03	30.41	1.00	1.5	32.91
5.000	5.099	1.10	30.48	1.00	1.5	32.98
5.100	5.199	1.17	30.55	1.00	1.5	33.05
5.200	5.299	1.24	30.62	1.00	1.5	33.12
5.300	5.399	1.31	30.69	1.00	1.5	33.19
5.400	5.499	1.38	30.76	1.00	1.5	33.26
5.500	5.599	1.45	30.83	1.00	1.5	33.33
5.600	5.699	1.53	30.91	1.00	1.5	33.41
5.700	5.799	1.60	30.98	1.00	1.5	33.48
5.800	5.899	1.67	31.05	1.00	1.5	33.55
5.900	5.999	1.74	31.12	1.00	1.5	33.62
6.000	6.099	1.81	31.19	1.00	1.5	33.69
6.100	6.199	1.88	31.26	1.00	1.5	33.76
6.200	6.299	1.95	31.33	1.00	1.5	33.83
6.300	6.399	2.02	31.40	1.00	1.5	33.90
6.400	6.499	2.09	31.47	1.00	1.5	33.97
6.500	6.599	2.16	31.54	1.00	1.5	34.04
6.600	6.699	2.24	31.62	1.00	1.5	34.12
6.700	6.799	2.31	31.69	1.00	1.5	34.19
6.800	6.899	2.38	31.76	1.00	1.5	34.26
6.900	6.999	2.45	31.83	1.00	1.5	34.33
7.000	7.099	2.52	31.90	1.00	1.5	34.40
7.100	7.199	2.59	31.97	1.00	1.5	34.47
7.200	7.299	2.66	32.04	1.00	1.5	34.54
7.300	7.399	2.73	32.11	1.00	1.5	34.61
7.400	7.499	2.80	32.18	1.00	1.5	34.68
7.500	7.599	2.87	32.25	1.00	1.5	34.75
7.600	7.699	2.95	32.33	1.00	1.5	34.83
7.700	7.799	3.02	32.40	1.00	1.5	34.90
7.800	7.899	3.09	32.47	1.00	1.5	34.97
7.900	7.999	3.16	32.54	1.00	1.5	35.04
8.000	8.099	3.23	32.61	1.00	1.5	35.11
8.100	8.199	3.30	32.68	1.00	1.5	35.18
8.200	8.299	3.37	32.75	1.00	1.5	35.25
8.300	8.399	3.44	32.82	1.00	1.5	35.32
8.400	8.499	3.51	32.89	1.00	1.5	35.39
8.500	8.599	3.58	32.96	1.00	1.5	35.46
8.600	8.699	3.66	33.04	1.00	1.5	35.54
8.700	8.799	3.73	33.11	1.00	1.5	35.61
8.800	8.899	3.80	33.18	1.00	1.5	35.68
8.900	8.999	3.87	33.25	1.00	1.5	35.75

* Energy Information Administration,
Official Energy Statistics from the U S Government.
http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp

SONNY'S SOLID WASTE SERVICE, INC.

FUEL SURCHARGE CHART - Base User Fee = 30.56

Fuel Surcharge Added Aft 3.50

EIA* Midwest Fuel Cost From	To	Fuel Surcharge	Residential User Fee w/Charge	Additional Payment Method Surcharge	City Service Fee	Bill to BMU
Less than	3.500		30.56	1.00	1.54	33.10
3.500	3.599	0.04	30.60	1.00	1.54	33.14
3.600	3.699	0.11	30.67	1.00	1.54	33.21
3.700	3.799	0.18	30.74	1.00	1.54	33.28
3.800	3.899	0.25	30.81	1.00	1.54	33.35
3.900	3.999	0.32	30.88	1.00	1.54	33.42
4.000	4.099	0.39	30.95	1.00	1.54	33.49
4.100	4.199	0.46	31.02	1.00	1.54	33.56
4.200	4.299	0.53	31.09	1.00	1.54	33.63
4.300	4.399	0.60	31.16	1.00	1.54	33.70
4.400	4.499	0.67	31.23	1.00	1.54	33.77
4.500	4.599	0.75	31.31	1.00	1.54	33.85
4.600	4.699	0.82	31.38	1.00	1.54	33.92
4.700	4.799	0.89	31.45	1.00	1.54	33.99
4.800	4.899	0.96	31.52	1.00	1.54	34.06
4.900	4.999	1.03	31.59	1.00	1.54	34.13
5.000	5.099	1.10	31.66	1.00	1.54	34.20
5.100	5.199	1.17	31.73	1.00	1.54	34.27
5.200	5.299	1.24	31.80	1.00	1.54	34.34
5.300	5.399	1.31	31.87	1.00	1.54	34.41
5.400	5.499	1.38	31.94	1.00	1.54	34.48
5.500	5.599	1.45	32.01	1.00	1.54	34.55
5.600	5.699	1.53	32.09	1.00	1.54	34.63
5.700	5.799	1.60	32.16	1.00	1.54	34.70
5.800	5.899	1.67	32.23	1.00	1.54	34.77
5.900	5.999	1.74	32.30	1.00	1.54	34.84
6.000	6.099	1.81	32.37	1.00	1.54	34.91
6.100	6.199	1.88	32.44	1.00	1.54	34.98
6.200	6.299	1.95	32.51	1.00	1.54	35.05
6.300	6.399	2.02	32.58	1.00	1.54	35.12
6.400	6.499	2.09	32.65	1.00	1.54	35.19
6.500	6.599	2.16	32.72	1.00	1.54	35.26
6.600	6.699	2.24	32.80	1.00	1.54	35.34
6.700	6.799	2.31	32.87	1.00	1.54	35.41
6.800	6.899	2.38	32.94	1.00	1.54	35.48
6.900	6.999	2.45	33.01	1.00	1.54	35.55
7.000	7.099	2.52	33.08	1.00	1.54	35.62
7.100	7.199	2.59	33.15	1.00	1.54	35.69
7.200	7.299	2.66	33.22	1.00	1.54	35.76
7.300	7.399	2.73	33.29	1.00	1.54	35.83
7.400	7.499	2.80	33.36	1.00	1.54	35.90
7.500	7.599	2.87	33.43	1.00	1.54	35.97
7.600	7.699	2.95	33.51	1.00	1.54	36.05
7.700	7.799	3.02	33.58	1.00	1.54	36.12
7.800	7.899	3.09	33.65	1.00	1.54	36.19
7.900	7.999	3.16	33.72	1.00	1.54	36.26
8.000	8.099	3.23	33.79	1.00	1.54	36.33
8.100	8.199	3.30	33.86	1.00	1.54	36.40
8.200	8.299	3.37	33.93	1.00	1.54	36.47
8.300	8.399	3.44	34.00	1.00	1.54	36.54
8.400	8.499	3.51	34.07	1.00	1.54	36.61
8.500	8.599	3.58	34.14	1.00	1.54	36.68
8.600	8.699	3.66	34.22	1.00	1.54	36.76
8.700	8.799	3.73	34.29	1.00	1.54	36.83
8.800	8.899	3.80	34.36	1.00	1.54	36.90
8.900	8.999	3.87	34.43	1.00	1.54	36.97

* Energy Information Administration,
Official Energy Statistics from the U S Government.
http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp

SONNY'S SOLID WASTE SERVICE, INC.

FUEL SURCHARGE CHART - Base User Fee = 31.78

Fuel Surcharge Added Aft 3.50

EIA* Midwest Fuel Cost From	To	Fuel Surcharge	Residential User Fee w/Charge	Additional Payment Method Surcharge	City Service Fee	Bill to BMU
Less than	3.500		31.78	1.00	1.59	34.37
3.500	3.599	0.04	31.82	1.00	1.59	34.41
3.600	3.699	0.11	31.89	1.00	1.59	34.48
3.700	3.799	0.18	31.96	1.00	1.59	34.55
3.800	3.899	0.25	32.03	1.00	1.59	34.62
3.900	3.999	0.32	32.10	1.00	1.59	34.69
4.000	4.099	0.39	32.17	1.00	1.59	34.76
4.100	4.199	0.46	32.24	1.00	1.59	34.83
4.200	4.299	0.53	32.31	1.00	1.59	34.90
4.300	4.399	0.60	32.38	1.00	1.59	34.97
4.400	4.499	0.67	32.45	1.00	1.59	35.04
4.500	4.599	0.75	32.53	1.00	1.59	35.12
4.600	4.699	0.82	32.60	1.00	1.59	35.19
4.700	4.799	0.89	32.67	1.00	1.59	35.26
4.800	4.899	0.96	32.74	1.00	1.59	35.33
4.900	4.999	1.03	32.81	1.00	1.59	35.40
5.000	5.099	1.10	32.88	1.00	1.59	35.47
5.100	5.199	1.17	32.95	1.00	1.59	35.54
5.200	5.299	1.24	33.02	1.00	1.59	35.61
5.300	5.399	1.31	33.09	1.00	1.59	35.68
5.400	5.499	1.38	33.16	1.00	1.59	35.75
5.500	5.599	1.45	33.23	1.00	1.59	35.82
5.600	5.699	1.53	33.31	1.00	1.59	35.90
5.700	5.799	1.60	33.38	1.00	1.59	35.97
5.800	5.899	1.67	33.45	1.00	1.59	36.04
5.900	5.999	1.74	33.52	1.00	1.59	36.11
6.000	6.099	1.81	33.59	1.00	1.59	36.18
6.100	6.199	1.88	33.66	1.00	1.59	36.25
6.200	6.299	1.95	33.73	1.00	1.59	36.32
6.300	6.399	2.02	33.80	1.00	1.59	36.39
6.400	6.499	2.09	33.87	1.00	1.59	36.46
6.500	6.599	2.16	33.94	1.00	1.59	36.53
6.600	6.699	2.24	34.02	1.00	1.59	36.61
6.700	6.799	2.31	34.09	1.00	1.59	36.68
6.800	6.899	2.38	34.16	1.00	1.59	36.75
6.900	6.999	2.45	34.23	1.00	1.59	36.82
7.000	7.099	2.52	34.30	1.00	1.59	36.89
7.100	7.199	2.59	34.37	1.00	1.59	36.96
7.200	7.299	2.66	34.44	1.00	1.59	37.03
7.300	7.399	2.73	34.51	1.00	1.59	37.10
7.400	7.499	2.80	34.58	1.00	1.59	37.17
7.500	7.599	2.87	34.65	1.00	1.59	37.24
7.600	7.699	2.95	34.73	1.00	1.59	37.32
7.700	7.799	3.02	34.80	1.00	1.59	37.39
7.800	7.899	3.09	34.87	1.00	1.59	37.46
7.900	7.999	3.16	34.94	1.00	1.59	37.53
8.000	8.099	3.23	35.01	1.00	1.59	37.60
8.100	8.199	3.30	35.08	1.00	1.59	37.67
8.200	8.299	3.37	35.15	1.00	1.59	37.74
8.300	8.399	3.44	35.22	1.00	1.59	37.81
8.400	8.499	3.51	35.29	1.00	1.59	37.88
8.500	8.599	3.58	35.36	1.00	1.59	37.95
8.600	8.699	3.66	35.44	1.00	1.59	38.03
8.700	8.799	3.73	35.51	1.00	1.59	38.10
8.800	8.899	3.80	35.58	1.00	1.59	38.17
8.900	8.999	3.87	35.65	1.00	1.59	38.24

* Energy Information Administration,
Official Energy Statistics from the U S Government.
http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp

SONNY'S SOLID WASTE SERVICE, INC.

FUEL SURCHARGE CHART - Base User Fee = 33.05

Fuel Surcharge Added Aft 3.50

EIA* Midwest Fuel Cost From	To	Fuel Surcharge	Residential User Fee w/Charge	Additional Payment Method Surcharge	City Service Fee	Bill to BMU
Less than	3.500		33.05	1.00	1.63	35.68
3.500	3.599	0.04	33.09	1.00	1.63	35.72
3.600	3.699	0.11	33.16	1.00	1.63	35.79
3.700	3.799	0.18	33.23	1.00	1.63	35.86
3.800	3.899	0.25	33.30	1.00	1.63	35.93
3.900	3.999	0.32	33.37	1.00	1.63	36.00
4.000	4.099	0.39	33.44	1.00	1.63	36.07
4.100	4.199	0.46	33.51	1.00	1.63	36.14
4.200	4.299	0.53	33.58	1.00	1.63	36.21
4.300	4.399	0.60	33.65	1.00	1.63	36.28
4.400	4.499	0.67	33.72	1.00	1.63	36.35
4.500	4.599	0.75	33.80	1.00	1.63	36.43
4.600	4.699	0.82	33.87	1.00	1.63	36.50
4.700	4.799	0.89	33.94	1.00	1.63	36.57
4.800	4.899	0.96	34.01	1.00	1.63	36.64
4.900	4.999	1.03	34.08	1.00	1.63	36.71
5.000	5.099	1.10	34.15	1.00	1.63	36.78
5.100	5.199	1.17	34.22	1.00	1.63	36.85
5.200	5.299	1.24	34.29	1.00	1.63	36.92
5.300	5.399	1.31	34.36	1.00	1.63	36.99
5.400	5.499	1.38	34.43	1.00	1.63	37.06
5.500	5.599	1.45	34.50	1.00	1.63	37.13
5.600	5.699	1.53	34.58	1.00	1.63	37.21
5.700	5.799	1.60	34.65	1.00	1.63	37.28
5.800	5.899	1.67	34.72	1.00	1.63	37.35
5.900	5.999	1.74	34.79	1.00	1.63	37.42
6.000	6.099	1.81	34.86	1.00	1.63	37.49
6.100	6.199	1.88	34.93	1.00	1.63	37.56
6.200	6.299	1.95	35.00	1.00	1.63	37.63
6.300	6.399	2.02	35.07	1.00	1.63	37.70
6.400	6.499	2.09	35.14	1.00	1.63	37.77
6.500	6.599	2.16	35.21	1.00	1.63	37.84
6.600	6.699	2.24	35.29	1.00	1.63	37.92
6.700	6.799	2.31	35.36	1.00	1.63	37.99
6.800	6.899	2.38	35.43	1.00	1.63	38.06
6.900	6.999	2.45	35.50	1.00	1.63	38.13
7.000	7.099	2.52	35.57	1.00	1.63	38.20
7.100	7.199	2.59	35.64	1.00	1.63	38.27
7.200	7.299	2.66	35.71	1.00	1.63	38.34
7.300	7.399	2.73	35.78	1.00	1.63	38.41
7.400	7.499	2.80	35.85	1.00	1.63	38.48
7.500	7.599	2.87	35.92	1.00	1.63	38.55
7.600	7.699	2.95	36.00	1.00	1.63	38.63
7.700	7.799	3.02	36.07	1.00	1.63	38.70
7.800	7.899	3.09	36.14	1.00	1.63	38.77
7.900	7.999	3.16	36.21	1.00	1.63	38.84
8.000	8.099	3.23	36.28	1.00	1.63	38.91
8.100	8.199	3.30	36.35	1.00	1.63	38.98
8.200	8.299	3.37	36.42	1.00	1.63	39.05
8.300	8.399	3.44	36.49	1.00	1.63	39.12
8.400	8.499	3.51	36.56	1.00	1.63	39.19
8.500	8.599	3.58	36.63	1.00	1.63	39.26
8.600	8.699	3.66	36.71	1.00	1.63	39.34
8.700	8.799	3.73	36.78	1.00	1.63	39.41
8.800	8.899	3.80	36.85	1.00	1.63	39.48
8.900	8.999	3.87	36.92	1.00	1.63	39.55

* Energy Information Administration,
Official Energy Statistics from the U S Government.
http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp

SONNY'S SOLID WASTE SERVICE, INC.

FUEL SURCHARGE CHART - Base User Fee = 34.37

Fuel Surcharge Added Aft 3.50

EIA* Midwest Fuel Cost From	To	Fuel Surcharge	Residential User Fee w/Charge	Additional Payment Method Surcharge	City Service Fee	Bill to BMU
Less than	3.500		34.37	1.00	1.68	37.05
3.500	3.599	0.04	34.41	1.00	1.68	37.09
3.600	3.699	0.11	34.48	1.00	1.68	37.16
3.700	3.799	0.18	34.55	1.00	1.68	37.23
3.800	3.899	0.25	34.62	1.00	1.68	37.30
3.900	3.999	0.32	34.69	1.00	1.68	37.37
4.000	4.099	0.39	34.76	1.00	1.68	37.44
4.100	4.199	0.46	34.83	1.00	1.68	37.51
4.200	4.299	0.53	34.90	1.00	1.68	37.58
4.300	4.399	0.60	34.97	1.00	1.68	37.65
4.400	4.499	0.67	35.04	1.00	1.68	37.72
4.500	4.599	0.75	35.12	1.00	1.68	37.80
4.600	4.699	0.82	35.19	1.00	1.68	37.87
4.700	4.799	0.89	35.26	1.00	1.68	37.94
4.800	4.899	0.96	35.33	1.00	1.68	38.01
4.900	4.999	1.03	35.40	1.00	1.68	38.08
5.000	5.099	1.10	35.47	1.00	1.68	38.15
5.100	5.199	1.17	35.54	1.00	1.68	38.22
5.200	5.299	1.24	35.61	1.00	1.68	38.29
5.300	5.399	1.31	35.68	1.00	1.68	38.36
5.400	5.499	1.38	35.75	1.00	1.68	38.43
5.500	5.599	1.45	35.82	1.00	1.68	38.50
5.600	5.699	1.53	35.90	1.00	1.68	38.58
5.700	5.799	1.60	35.97	1.00	1.68	38.65
5.800	5.899	1.67	36.04	1.00	1.68	38.72
5.900	5.999	1.74	36.11	1.00	1.68	38.79
6.000	6.099	1.81	36.18	1.00	1.68	38.86
6.100	6.199	1.88	36.25	1.00	1.68	38.93
6.200	6.299	1.95	36.32	1.00	1.68	39.00
6.300	6.399	2.02	36.39	1.00	1.68	39.07
6.400	6.499	2.09	36.46	1.00	1.68	39.14
6.500	6.599	2.16	36.53	1.00	1.68	39.21
6.600	6.699	2.24	36.61	1.00	1.68	39.29
6.700	6.799	2.31	36.68	1.00	1.68	39.36
6.800	6.899	2.38	36.75	1.00	1.68	39.43
6.900	6.999	2.45	36.82	1.00	1.68	39.50
7.000	7.099	2.52	36.89	1.00	1.68	39.57
7.100	7.199	2.59	36.96	1.00	1.68	39.64
7.200	7.299	2.66	37.03	1.00	1.68	39.71
7.300	7.399	2.73	37.10	1.00	1.68	39.78
7.400	7.499	2.80	37.17	1.00	1.68	39.85
7.500	7.599	2.87	37.24	1.00	1.68	39.92
7.600	7.699	2.95	37.32	1.00	1.68	40.00
7.700	7.799	3.02	37.39	1.00	1.68	40.07
7.800	7.899	3.09	37.46	1.00	1.68	40.14
7.900	7.999	3.16	37.53	1.00	1.68	40.21
8.000	8.099	3.23	37.60	1.00	1.68	40.28
8.100	8.199	3.30	37.67	1.00	1.68	40.35
8.200	8.299	3.37	37.74	1.00	1.68	40.42
8.300	8.399	3.44	37.81	1.00	1.68	40.49
8.400	8.499	3.51	37.88	1.00	1.68	40.56
8.500	8.599	3.58	37.95	1.00	1.68	40.63
8.600	8.699	3.66	38.03	1.00	1.68	40.71
8.700	8.799	3.73	38.10	1.00	1.68	40.78
8.800	8.899	3.80	38.17	1.00	1.68	40.85
8.900	8.999	3.87	38.24	1.00	1.68	40.92

* Energy Information Administration,
Official Energy Statistics from the U S Government.
http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp

SONNY'S SOLID WASTE SERVICE, INC.

FUEL SURCHARGE CHART - Base User Fee = 35.74

Fuel Surcharge Added Aft 3.50

EIA* Midwest Fuel Cost From	To	Fuel Surcharge	Residential User Fee w/Charge	Additional Payment Method Surcharge	City Service Fee	Bill to BMU
Less than	3.500		35.74	1.00	1.73	38.47
3.500	3.599	0.04	35.78	1.00	1.73	38.51
3.600	3.699	0.11	35.85	1.00	1.73	38.58
3.700	3.799	0.18	35.92	1.00	1.73	38.65
3.800	3.899	0.25	35.99	1.00	1.73	38.72
3.900	3.999	0.32	36.06	1.00	1.73	38.79
4.000	4.099	0.39	36.13	1.00	1.73	38.86
4.100	4.199	0.46	36.20	1.00	1.73	38.93
4.200	4.299	0.53	36.27	1.00	1.73	39.00
4.300	4.399	0.60	36.34	1.00	1.73	39.07
4.400	4.499	0.67	36.41	1.00	1.73	39.14
4.500	4.599	0.75	36.49	1.00	1.73	39.22
4.600	4.699	0.82	36.56	1.00	1.73	39.29
4.700	4.799	0.89	36.63	1.00	1.73	39.36
4.800	4.899	0.96	36.70	1.00	1.73	39.43
4.900	4.999	1.03	36.77	1.00	1.73	39.50
5.000	5.099	1.10	36.84	1.00	1.73	39.57
5.100	5.199	1.17	36.91	1.00	1.73	39.64
5.200	5.299	1.24	36.98	1.00	1.73	39.71
5.300	5.399	1.31	37.05	1.00	1.73	39.78
5.400	5.499	1.38	37.12	1.00	1.73	39.85
5.500	5.599	1.45	37.19	1.00	1.73	39.92
5.600	5.699	1.53	37.27	1.00	1.73	40.00
5.700	5.799	1.60	37.34	1.00	1.73	40.07
5.800	5.899	1.67	37.41	1.00	1.73	40.14
5.900	5.999	1.74	37.48	1.00	1.73	40.21
6.000	6.099	1.81	37.55	1.00	1.73	40.28
6.100	6.199	1.88	37.62	1.00	1.73	40.35
6.200	6.299	1.95	37.69	1.00	1.73	40.42
6.300	6.399	2.02	37.76	1.00	1.73	40.49
6.400	6.499	2.09	37.83	1.00	1.73	40.56
6.500	6.599	2.16	37.90	1.00	1.73	40.63
6.600	6.699	2.24	37.98	1.00	1.73	40.71
6.700	6.799	2.31	38.05	1.00	1.73	40.78
6.800	6.899	2.38	38.12	1.00	1.73	40.85
6.900	6.999	2.45	38.19	1.00	1.73	40.92
7.000	7.099	2.52	38.26	1.00	1.73	40.99
7.100	7.199	2.59	38.33	1.00	1.73	41.06
7.200	7.299	2.66	38.40	1.00	1.73	41.13
7.300	7.399	2.73	38.47	1.00	1.73	41.20
7.400	7.499	2.80	38.54	1.00	1.73	41.27
7.500	7.599	2.87	38.61	1.00	1.73	41.34
7.600	7.699	2.95	38.69	1.00	1.73	41.42
7.700	7.799	3.02	38.76	1.00	1.73	41.49
7.800	7.899	3.09	38.83	1.00	1.73	41.56
7.900	7.999	3.16	38.90	1.00	1.73	41.63
8.000	8.099	3.23	38.97	1.00	1.73	41.70
8.100	8.199	3.30	39.04	1.00	1.73	41.77
8.200	8.299	3.37	39.11	1.00	1.73	41.84
8.300	8.399	3.44	39.18	1.00	1.73	41.91
8.400	8.499	3.51	39.25	1.00	1.73	41.98
8.500	8.599	3.58	39.32	1.00	1.73	42.05
8.600	8.699	3.66	39.40	1.00	1.73	42.13
8.700	8.799	3.73	39.47	1.00	1.73	42.20
8.800	8.899	3.80	39.54	1.00	1.73	42.27
8.900	8.999	3.87	39.61	1.00	1.73	42.34

* Energy Information Administration,
Official Energy Statistics from the U S Government.
http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp

SONNY'S SOLID WASTE SERVICE, INC.

FUEL SURCHARGE CHART - Base User Fee = 37.17

Fuel Surcharge Added Aft 3.50

EIA* Midwest Fuel Cost From	To	Fuel Surcharge	Residential User Fee w/Charge	Additional Payment Method Surcharge	City Service Fee	Bill to BMU
Less than	3.500		37.17	1.00	1.78	39.95
3.500	3.599	0.04	37.21	1.00	1.78	39.99
3.600	3.699	0.11	37.28	1.00	1.78	40.06
3.700	3.799	0.18	37.35	1.00	1.78	40.13
3.800	3.899	0.25	37.42	1.00	1.78	40.20
3.900	3.999	0.32	37.49	1.00	1.78	40.27
4.000	4.099	0.39	37.56	1.00	1.78	40.34
4.100	4.199	0.46	37.63	1.00	1.78	40.41
4.200	4.299	0.53	37.70	1.00	1.78	40.48
4.300	4.399	0.60	37.77	1.00	1.78	40.55
4.400	4.499	0.67	37.84	1.00	1.78	40.62
4.500	4.599	0.75	37.92	1.00	1.78	40.70
4.600	4.699	0.82	37.99	1.00	1.78	40.77
4.700	4.799	0.89	38.06	1.00	1.78	40.84
4.800	4.899	0.96	38.13	1.00	1.78	40.91
4.900	4.999	1.03	38.20	1.00	1.78	40.98
5.000	5.099	1.10	38.27	1.00	1.78	41.05
5.100	5.199	1.17	38.34	1.00	1.78	41.12
5.200	5.299	1.24	38.41	1.00	1.78	41.19
5.300	5.399	1.31	38.48	1.00	1.78	41.26
5.400	5.499	1.38	38.55	1.00	1.78	41.33
5.500	5.599	1.45	38.62	1.00	1.78	41.40
5.600	5.699	1.53	38.70	1.00	1.78	41.48
5.700	5.799	1.60	38.77	1.00	1.78	41.55
5.800	5.899	1.67	38.84	1.00	1.78	41.62
5.900	5.999	1.74	38.91	1.00	1.78	41.69
6.000	6.099	1.81	38.98	1.00	1.78	41.76
6.100	6.199	1.88	39.05	1.00	1.78	41.83
6.200	6.299	1.95	39.12	1.00	1.78	41.90
6.300	6.399	2.02	39.19	1.00	1.78	41.97
6.400	6.499	2.09	39.26	1.00	1.78	42.04
6.500	6.599	2.16	39.33	1.00	1.78	42.11
6.600	6.699	2.24	39.41	1.00	1.78	42.19
6.700	6.799	2.31	39.48	1.00	1.78	42.26
6.800	6.899	2.38	39.55	1.00	1.78	42.33
6.900	6.999	2.45	39.62	1.00	1.78	42.40
7.000	7.099	2.52	39.69	1.00	1.78	42.47
7.100	7.199	2.59	39.76	1.00	1.78	42.54
7.200	7.299	2.66	39.83	1.00	1.78	42.61
7.300	7.399	2.73	39.90	1.00	1.78	42.68
7.400	7.499	2.80	39.97	1.00	1.78	42.75
7.500	7.599	2.87	40.04	1.00	1.78	42.82
7.600	7.699	2.95	40.12	1.00	1.78	42.90
7.700	7.799	3.02	40.19	1.00	1.78	42.97
7.800	7.899	3.09	40.26	1.00	1.78	43.04
7.900	7.999	3.16	40.33	1.00	1.78	43.11
8.000	8.099	3.23	40.40	1.00	1.78	43.18
8.100	8.199	3.30	40.47	1.00	1.78	43.25
8.200	8.299	3.37	40.54	1.00	1.78	43.32
8.300	8.399	3.44	40.61	1.00	1.78	43.39
8.400	8.499	3.51	40.68	1.00	1.78	43.46
8.500	8.599	3.58	40.75	1.00	1.78	43.53
8.600	8.699	3.66	40.83	1.00	1.78	43.61
8.700	8.799	3.73	40.90	1.00	1.78	43.68
8.800	8.899	3.80	40.97	1.00	1.78	43.75
8.900	8.999	3.87	41.04	1.00	1.78	43.82

* Energy Information Administration,
Official Energy Statistics from the U S Government.
http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp

SONNY'S SOLID WASTE SERVICE, INC.

FUEL SURCHARGE CHART - Base User Fee = 38.67

Fuel Surcharge Added Aft 3.50

EIA* Midwest Fuel Cost From	To	Fuel Surcharge	Residential User Fee w/Charge	Additional Payment Method Surcharge	City Service Fee	Bill to BMU
Less than	3.500		38.67	1.00	1.83	41.50
3.500	3.599	0.04	38.71	1.00	1.83	41.54
3.600	3.699	0.11	38.78	1.00	1.83	41.61
3.700	3.799	0.18	38.85	1.00	1.83	41.68
3.800	3.899	0.25	38.92	1.00	1.83	41.75
3.900	3.999	0.32	38.99	1.00	1.83	41.82
4.000	4.099	0.39	39.06	1.00	1.83	41.89
4.100	4.199	0.46	39.13	1.00	1.83	41.96
4.200	4.299	0.53	39.20	1.00	1.83	42.03
4.300	4.399	0.60	39.27	1.00	1.83	42.10
4.400	4.499	0.67	39.34	1.00	1.83	42.17
4.500	4.599	0.75	39.42	1.00	1.83	42.25
4.600	4.699	0.82	39.49	1.00	1.83	42.32
4.700	4.799	0.89	39.56	1.00	1.83	42.39
4.800	4.899	0.96	39.63	1.00	1.83	42.46
4.900	4.999	1.03	39.70	1.00	1.83	42.53
5.000	5.099	1.10	39.77	1.00	1.83	42.60
5.100	5.199	1.17	39.84	1.00	1.83	42.67
5.200	5.299	1.24	39.91	1.00	1.83	42.74
5.300	5.399	1.31	39.98	1.00	1.83	42.81
5.400	5.499	1.38	40.05	1.00	1.83	42.88
5.500	5.599	1.45	40.12	1.00	1.83	42.95
5.600	5.699	1.53	40.20	1.00	1.83	43.03
5.700	5.799	1.60	40.27	1.00	1.83	43.10
5.800	5.899	1.67	40.34	1.00	1.83	43.17
5.900	5.999	1.74	40.41	1.00	1.83	43.24
6.000	6.099	1.81	40.48	1.00	1.83	43.31
6.100	6.199	1.88	40.55	1.00	1.83	43.38
6.200	6.299	1.95	40.62	1.00	1.83	43.45
6.300	6.399	2.02	40.69	1.00	1.83	43.52
6.400	6.499	2.09	40.76	1.00	1.83	43.59
6.500	6.599	2.16	40.83	1.00	1.83	43.66
6.600	6.699	2.24	40.91	1.00	1.83	43.74
6.700	6.799	2.31	40.98	1.00	1.83	43.81
6.800	6.899	2.38	41.05	1.00	1.83	43.88
6.900	6.999	2.45	41.12	1.00	1.83	43.95
7.000	7.099	2.52	41.19	1.00	1.83	44.02
7.100	7.199	2.59	41.26	1.00	1.83	44.09
7.200	7.299	2.66	41.33	1.00	1.83	44.16
7.300	7.399	2.73	41.40	1.00	1.83	44.23
7.400	7.499	2.80	41.47	1.00	1.83	44.30
7.500	7.599	2.87	41.54	1.00	1.83	44.37
7.600	7.699	2.95	41.62	1.00	1.83	44.45
7.700	7.799	3.02	41.69	1.00	1.83	44.52
7.800	7.899	3.09	41.76	1.00	1.83	44.59
7.900	7.999	3.16	41.83	1.00	1.83	44.66
8.000	8.099	3.23	41.90	1.00	1.83	44.73
8.100	8.199	3.30	41.97	1.00	1.83	44.80
8.200	8.299	3.37	42.04	1.00	1.83	44.87
8.300	8.399	3.44	42.11	1.00	1.83	44.94
8.400	8.499	3.51	42.18	1.00	1.83	45.01
8.500	8.599	3.58	42.25	1.00	1.83	45.08
8.600	8.699	3.66	42.33	1.00	1.83	45.16
8.700	8.799	3.73	42.40	1.00	1.83	45.23
8.800	8.899	3.80	42.47	1.00	1.83	45.30
8.900	8.999	3.87	42.54	1.00	1.83	45.37

* Energy Information Administration,
Official Energy Statistics from the U S Government.
http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp

SONNY'S SOLID WASTE SERVICE, INC.

FUEL SURCHARGE CHART - Base User Fee = 40.22

Fuel Surcharge Added Aft 3.50

EIA* Midwest Fuel Cost From	To	Fuel Surcharge	Residential User Fee w/Charge	Additional Payment Method Surcharge	City Service Fee	Bill to BMU
Less than	3.500		40.22	1.00	1.89	43.11
3.500	3.599	0.04	40.26	1.00	1.89	43.15
3.600	3.699	0.11	40.33	1.00	1.89	43.22
3.700	3.799	0.18	40.40	1.00	1.89	43.29
3.800	3.899	0.25	40.47	1.00	1.89	43.36
3.900	3.999	0.32	40.54	1.00	1.89	43.43
4.000	4.099	0.39	40.61	1.00	1.89	43.50
4.100	4.199	0.46	40.68	1.00	1.89	43.57
4.200	4.299	0.53	40.75	1.00	1.89	43.64
4.300	4.399	0.60	40.82	1.00	1.89	43.71
4.400	4.499	0.67	40.89	1.00	1.89	43.78
4.500	4.599	0.75	40.97	1.00	1.89	43.86
4.600	4.699	0.82	41.04	1.00	1.89	43.93
4.700	4.799	0.89	41.11	1.00	1.89	44.00
4.800	4.899	0.96	41.18	1.00	1.89	44.07
4.900	4.999	1.03	41.25	1.00	1.89	44.14
5.000	5.099	1.10	41.32	1.00	1.89	44.21
5.100	5.199	1.17	41.39	1.00	1.89	44.28
5.200	5.299	1.24	41.46	1.00	1.89	44.35
5.300	5.399	1.31	41.53	1.00	1.89	44.42
5.400	5.499	1.38	41.60	1.00	1.89	44.49
5.500	5.599	1.45	41.67	1.00	1.89	44.56
5.600	5.699	1.53	41.75	1.00	1.89	44.64
5.700	5.799	1.60	41.82	1.00	1.89	44.71
5.800	5.899	1.67	41.89	1.00	1.89	44.78
5.900	5.999	1.74	41.96	1.00	1.89	44.85
6.000	6.099	1.81	42.03	1.00	1.89	44.92
6.100	6.199	1.88	42.10	1.00	1.89	44.99
6.200	6.299	1.95	42.17	1.00	1.89	45.06
6.300	6.399	2.02	42.24	1.00	1.89	45.13
6.400	6.499	2.09	42.31	1.00	1.89	45.20
6.500	6.599	2.16	42.38	1.00	1.89	45.27
6.600	6.699	2.24	42.46	1.00	1.89	45.35
6.700	6.799	2.31	42.53	1.00	1.89	45.42
6.800	6.899	2.38	42.60	1.00	1.89	45.49
6.900	6.999	2.45	42.67	1.00	1.89	45.56
7.000	7.099	2.52	42.74	1.00	1.89	45.63
7.100	7.199	2.59	42.81	1.00	1.89	45.70
7.200	7.299	2.66	42.88	1.00	1.89	45.77
7.300	7.399	2.73	42.95	1.00	1.89	45.84
7.400	7.499	2.80	43.02	1.00	1.89	45.91
7.500	7.599	2.87	43.09	1.00	1.89	45.98
7.600	7.699	2.95	43.17	1.00	1.89	46.06
7.700	7.799	3.02	43.24	1.00	1.89	46.13
7.800	7.899	3.09	43.31	1.00	1.89	46.20
7.900	7.999	3.16	43.38	1.00	1.89	46.27
8.000	8.099	3.23	43.45	1.00	1.89	46.34
8.100	8.199	3.30	43.52	1.00	1.89	46.41
8.200	8.299	3.37	43.59	1.00	1.89	46.48
8.300	8.399	3.44	43.66	1.00	1.89	46.55
8.400	8.499	3.51	43.73	1.00	1.89	46.62
8.500	8.599	3.58	43.80	1.00	1.89	46.69
8.600	8.699	3.66	43.88	1.00	1.89	46.77
8.700	8.799	3.73	43.95	1.00	1.89	46.84
8.800	8.899	3.80	44.02	1.00	1.89	46.91
8.900	8.999	3.87	44.09	1.00	1.89	46.98

* Energy Information Administration,
Official Energy Statistics from the U S Government.
http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp

City of Sikeston, MO

Council Letter

Date of Meeting: June 30, 2025

Originating Department: City Manager

To the Mayor and City Council:

Subject: Lease agreement with Sikeston Country Club

Attachment(s):

1. Lease agreement

Action Options:

1. Approve Lease Agreement with Sikeston Country Club
2. Other Action Council May Deem Necessary

Background:

Pebble Beach LLC, doing business as Sikeston Country Club, approached the City requesting to lease approximately 5.64 acres of City owned property located immediately north of the City's Essex Building and adjoining Sikeston Country Club's property. The intended use of the land would be to relocate the cart sheds and allow construction of a new clubhouse in the current location of the cart sheds.

For many years the property in question has been a vacant lot mowed at different times by the City or the country club. It occasionally functions as overflow parking during large events at the country club. It is part of the original Airport Layout Plan, meaning that the Federal Aviation Administration still has some jurisdiction over the use of the land in order to protect the nearby airport.

The attached lease agreement is a 50 year lease for $1,000 paid up front. It is a similar arrangement as other commercial properties owned by the City and leased to private entities along Industrial Drive – low rent, long term ground leases entered into for economic development purposes, and subject to FAA restrictions on building heights and uses which would affect the airport.

Staff recommends that the City Council approve the lease in substantially the form presented.

COMMERCIAL LEASE AGREEMENT

This Lease Agreement made and entered into this ____ day of _____, 2025, by and between **THE CITY OF SIKESTON**, **MISSOURI,** a Missouri Municipal Corporation and a city of the third class organized and existing in the State of Missouri, referred to herein as "**Landlord/Lessor**", and Pebble Beach, LLC (doing business as the Sikeston Country Club), a Missouri Limited Liability Company organized and existing in the State of Missouri, herein referred to herein as the "**Tenant**".

WHEREAS, the City Council of the City of Sikeston, Missouri, finds that the property described in this lease is not needed for aeronautical use; and,

WHEREAS, the City Council of the City of Sikeston, Missouri, finds that the Sikeston Country Club is a vital community asset for business, recreation, and tourism; and,

WHEREAS, the City Council of the City of Sikeston, Missouri, finds that existing Sikeston Country Club operations adjacent to the Sikeston Memorial Municipal Airport have proven to be compatible with and a benefit to aviation and the airport by generating visitor traffic, supporting local business, and protecting the airport from incompatible uses; and,

WHEREAS, the City Council of the City of Sikeston, Missouri, finds that expanding Sikeston Country Club uses to the property described in this lease, and in compliance with the provisions of this lease, will also be compatible with and a benefit to aviation and the airport; and,

WHEREAS, the City Council of the City of Sikeston, Missouri, finds that the property described in this lease, based on lease prices of adjacent properties, and based on the long vacancy of the property, is not potentially capable of producing substantial income; and,

WHEREAS, the City Council of the City of Sikeston, Missouri, finds the lease of the

property herein described is to the general benefit of the community, is in the public's best interest, and demonstrates community goodwill and partnership; therefore,

WITNESSETH

For and in consideration of the rents to be paid and the mutual covenants and obligations of the parties hereto, Landlord hereby agrees to rent and lease to the Tenant, and the Tenant hereby agrees to rent and lease from the Landlord the property legally described and attached hereto as "Exhibit A" and located in the City of Sikeston, Scott County, Missouri, (herein referred to as the "premises" and as the "leased premises") on the following terms and conditions:

TERMS AND CONDITIONS:

1. **Term:** This is a fifty (50) year lease term and this Lease shall begin on _____, 2025, and terminate on _____, 2075. At the expiration or termination of this lease, the Tenant agrees that it will give peaceful possession of the leased premises in as good condition as they now are, ordinary wear and tear expected.
2. **Rent:** The term lease rate from the date of lease execution through _____, 2075, shall be $1,000.00. The lease fee is due at the time of the signing of the lease agreement and shall be made payable to the City of Sikeston, Missouri.
3. **Agreements by Tenant**

   a. During the term of the lease the Tenant shall maintain the grounds and any improvements, including buildings and other improvements existing at the time of execution of the lease, and buildings and improvements constructed after the execution of the lease, in a manner that complies with all applicable city codes.

   b. The Tenant shall maintain the existing road on the property, or provide other

suitable access road(s) into the property. At the expiration or termination of this lease, the Tenant agrees that it will give peaceful possession of the leased premises in as good condition as they now are, ordinary wear and tear expected.

c. The Tenant shall maintain, operate, and manage the leased property in a reputable and lawful manner.

d. The Tenant shall not discriminate or permit discrimination against any person or groups of persons in any manner prohibited by Federal Aviation Regulations on the grounds of race, color or national origin.

e. The Tenant will not use the leased property in any manner whatsoever that will obstruct, hinder or in any way interfere with the use of either existing or future facilities and usage of the Sikeston Memorial Municipal Airport.

4. <u>Rights Reserved by Lessor:</u>

The Landlord reserved the following rights in this lease

a. The Landlord reserves the right to further develop or improve the landing area and all publicly owned air navigation facilities of the airport as it sees fit.

b. The Landlord reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent the Tenant from creating or constructing any building or other structures which in the opinion of the Lessor would limit the usefulness of the airport or constitute a hazard to aircraft.

5. <u>Airport Protection and Suspension During War:</u>

a) Tenant shall erect no structure on the demised premises greater than 40 feet in height above the surface of the ground.

b) Tenant shall be prohibited from any use of the demised premises which interferes with the maintenance and operation of the Sikeston Memorial Municipal Airport.

c) There is reserved to and for the public a right of flight in the airspace above the demised premises, together with the right to cause in said airspace such noise which may be inherent in the operation of aircraft at or over said airport.

d) During a time of war or national emergency, the Landlord shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly owned air navigation facilities and/or other areas of the airport. If an agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the agreement with the Government, shall be suspended.

e) This agreement is subject to the approval of the Federal Aviation Administration.

f) Flight easement reservation: There is hereby reserved to the City of Sikeston, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said air space or landing at, taking off from or operating on or about the said Sikeston Memorial Municipal Airport.

6. **Insurance and Liability:** The Tenant shall be responsible for purchasing and maintaining an insurance policy for the leased premises. It is agreed that the Tenant shall maintain not less than $1,000,000.00 single limit general liability coverage on the premises and *Tenant shall provide Landlord with a certificate of such insurance within ten (10) days* after executing this Lease and annually thereafter with said certificate to provide that the liability insurance coverages will not be cancelled unless a notice of cancellation is given the

Landlord not less than ten (10) days prior to the effective cancellation date. In no event shall the Landlord be liable to the Tenant for damage to the Tenant's person or property which is caused by a casualty or by a building defect.

Tenant shall hold the Landlord harmless from and indemnify the Landlord against all claims of wrongful death, personal injury or property damage suffered by Tenant, or by any third party, which is the result of a negligent or intentional act or omission of the Tenant or the Tenant's employees, agents and invitees on or about the leased premises.

Landlord shall have no obligation to insure, repair or replace any buildings upon or improvements to the property.

Upon termination of the lease, all improvements to the property shall become the property of the Landlord as previously stated.

7. **Taxes:** The Tenant shall pay all real estate and personal property taxes levied or assessed upon property located upon the Leased Premises.

8. **Use of Premises:** The leased premises shall be used by the Tenant for any lawful commercial purpose.

The Tenant shall not conduct any activity on the premises which would be unlawful, or which would constitute a nuisance to the adjoining property owners, or which would invalidate or raise the rate on the Landlord's liability and casualty insurance coverages.

At the point where Tenant moves out, the building and property must be in in the same condition as it was at the beginning of the lease, or Tenant and Landlord must be in agreement the conditions are satisfactory.

9. **Default:** If the Tenant shall fail to pay rent when due, or shall fail to perform any one or more of Tenant's obligations hereunder, and said default shall continue for a period of twenty

(20) days after written notice of same is given by the Landlord to the Tenant, the Landlord shall have the right to terminate this Lease by a written notice to the Tenant, and in the event of such a termination, in addition to the other rights and remedies that the Landlord may have, the Landlord shall have the right to take immediate possession of the leased premises, to remove and store the Tenant's personal property at the Tenant's expense, and to recover from the Tenant the delinquent rents and the Landlord's damages including the Landlord's expenses of taking possession and recovering rents and damages including court costs and reasonable attorney fees, and including the cost of any repairs needed as a result of the Tenant's failure to maintain the property as required hereby, all of which shall be due and payable by the Tenant to the Landlord on demand.

10. Notices: Except as otherwise specifically provided herein, all notices required hereunder shall be given in writing and shall be deemed given when delivered personally or when deposited in the U.S. mail, postage prepaid, certified-return receipt requested and addressed to a party at the following address unless a party subsequently provides the other party with a different mailing address:

LANDLORD	**TENANT**
The City of Sikeston, Missouri	Pebble Beach, LLC
105 E Center St	Member: Richard Montgomery
Sikeston, MO 63801	214 N. Scott St
	Sikeston, MO 63801

11. Binding Agreement/NO Assignment or Sublease: This Lease shall be legally binding on the successors, heirs, assigns and legal representatives of the parties hereto except that Tenant shall not have the right to assign this Lease or to sublease all or any part of property leased hereby without the prior written consent of the Landlord.

This Lease constitutes the entire agreement between the parties hereto and all prior agreements, written or oral, are merged herein. Said Lease may only be modified by the written consent of all parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written, executing this Lease in duplicate, each copy to be considered an original for all purposes.

LANDLORD	**TENANT**
By: Greg Turnbow dated **Mayor, City of Sikeston**	**By: Pebble Beach, LLC dated** **Member: Richard Montgomery**

STATE OF MISSOURI)

) ss.

COUNTY OF)

On this _____ day of _____, 2025, before me personally appeared Greg Turnbow to me personally known, who being duly sworn did say that he is Mayor of City of Sikeston, Scott County, Missouri, a municipal corporation of the third class that the seal affixed to this instrument is the corporate seal of said municipal corporation and that the said instrument was signed and sealed in behalf of said corporation by authority if its City Council and the said Greg Turnbow acknowledges said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal,

at my office in _____ the day and year first above written.

My Commission Expires: _____

_____

Notary Public

Commissioned in _____ County, State of Missouri

GUARANTY

In consideration of the aforesaid Lease, the undersigned irrevocably and unconditionally guarantees the Tenant's performance of the Tenant's obligations thereunder.

_____
Richard Montgomery, Member
Sikeston Country Club LLC

STATE OF MISSOURI)
) ss.
COUNTY OF)

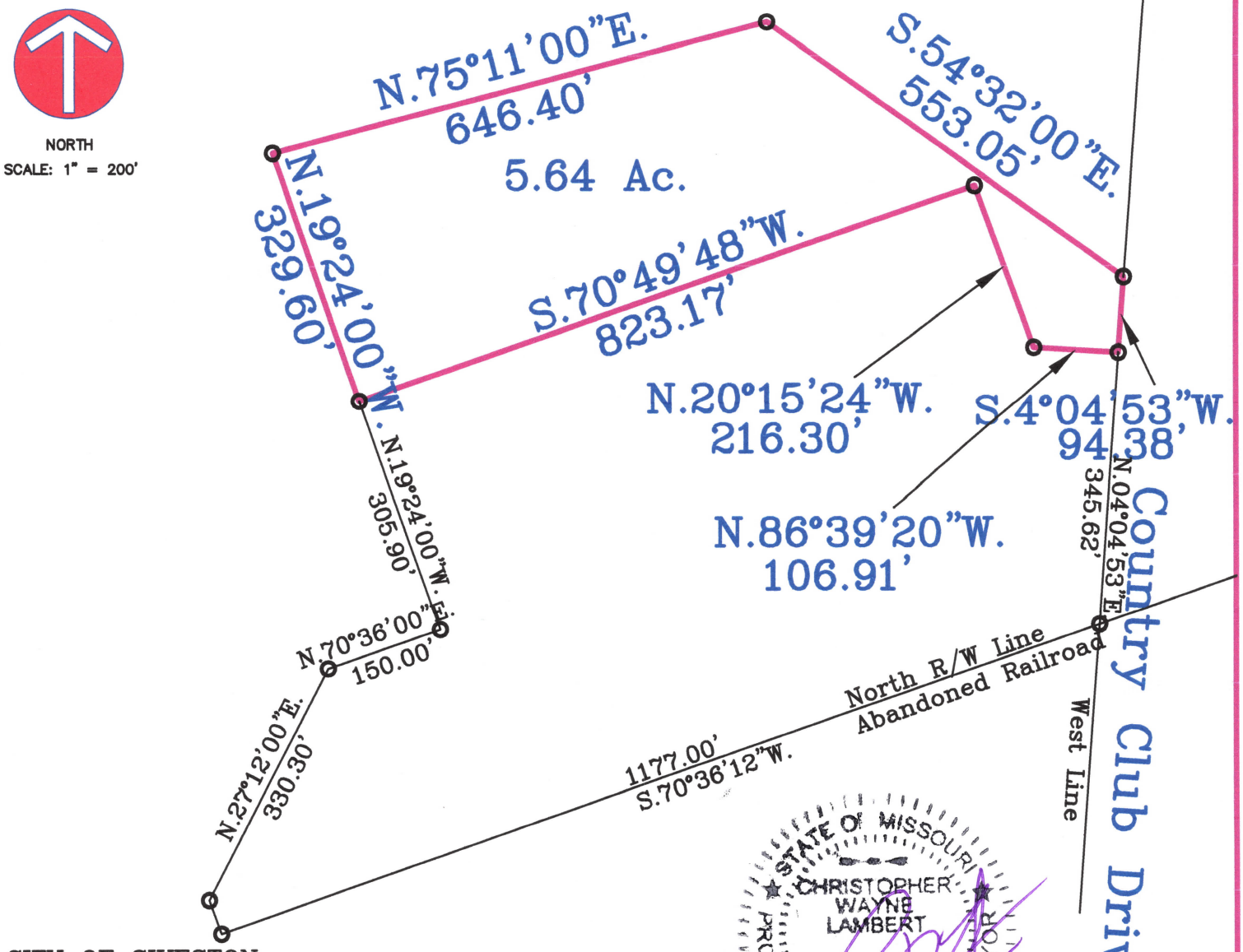
On this _____ day of _____, 2025, before me personally appeared Richard Montgomery to me personally known, who being duly sworn did say that he is freely signing the Commercial Lease Agreement as the member/manager of the Sikeston Country Club LLC, and is in agreement with the terms listed therein.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in _____ the day and year first above written.

My Commission Expires: _____

_____
Notary Public

Commissioned in _____ County, State of Missouri



CITY OF SIKESTON

COUNTRY CLUB DRIVE
SIKESTON, MISSOURI 63801

DESCRIPTION

THAT PART OF THE NORTHEAST QUARTER OF FRACTIONAL SECTION 20, TOWNSHIP 26 NORTH, RANGE 14 EAST OF THE FIFTH PRINCIPAL MERIDIAN IN SCOTT COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT THE COMMON CORNER OF SECTIONS 16, 17, 20 & 21, AFORESAID TOWNSHIP AND RANGE; THENCE WEST ON THE SECTION LINE A DISTANCE OF 141.70 FEET; THENCE S.18°02'00"W. A DISTANCE OF 2231.80 FEET TO A POINT ON THE NORTH R/W LINE OF THE NOW ABANDONED MISSOURI PACIFIC RAILROAD; THENCE WESTERLY ON SAID RAILROAD R/W LINE A DISTANCE OF 328.50 FEET; THENCE N.04°04'53"E. ON AND ALONG THE WEST LINE OF COUNTRY CLUB DRIVE A DISTANCE OF 345.62 FEET TO THE POINT OF BEGINNING; THENCE N.86°39'20"W. A DISTANCE OF 106.91 FEET; THENCE N.20°15'24"W. A DISTANCE OF 216.30 FEET; THENCE S.70°49'48"W. A DISTANCE OF 823.17 FEET; THENCE N.19°24'00"W. A DISTANCE OF 329.60 FEET; THENCE N.75°11'00"E. A DISTANCE OF 646.40 FEET; THENCE S.54°32'00"E. A DISTANCE OF 553.05 FEET TO THE WEST LINE OF COUNTRY CLUB DRIVE; THENCE S.04°04'53"W. ON AND ALONG THE WEST LINE OF COUNTRY CLUB DRIVE A DISTANCE OF 94.38 FEET TO THE POINT OF BEGINNING. CONTAINING IN ALL 5.64 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS, IF ANY, AFFECTING THE SAME.

CERTIFICATION

THIS IS TO CERTIFY THAT THE ABOVE PLAT IS IN ACCORDANCE WITH A SURVEY MADE DURING MAY 2025, AND IN ACCORDANCE WITH REQUIREMENTS OF THE STANDARDS FOR BOUNDARY SURVEYS ADOPTED BY THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, AND LAND SURVEYORS.

CHRISTOPHER WAYNE LAMBERT
MO. P.L.S. 2006000165
LAMBERT ENGINEERING & SURVEYING

MAY 29, 2025

City of Sikeston

Council Letter

Date of Meeting 25- 06- 30

Originating Department: Public Works

To the Mayor and City Council:

Subject: Approve Lease for Airport Fuel Trucks

Attachments:

1. Titan Truck Lease

Action Options:

1. Approve Lease for Airport Fuel Trucks
2. Other action the City Council deems appropriate.

Background:

Sikeston airport signed a lease for a jet fuel refueling truck in July 06, 2018 with Titan Aviation at a rate of $1,500 per month. The current truck works fine, and it is past time to renegotiate the lease. Attached you will find a renewal lease including the current jet fuel truck at a new rate of $1,200 per month plus the addition of an Av-gas refueling truck for $500 per month. A copy of the 5 – year lease is attached for review.

The new $1,700 per month charge is a budgeted item.

Staff seeks council's authorization to approve the lease.

STATE OF MISSOURI

COUNTY OF SCOTT

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this the 1ST day of JULY, 2025, by and between TITAN AVIATION FUELS, a corporation existing under and by virtue of the laws of the State of North Carolina, with its principal office in New Bern, North Carolina, and hereinafter referred to as "Lessor" and the SIKESTON MEMORIAL AIRPORT, hereinafter referred to as "Lessee":

WITNESSETH

Lessor agrees to deliver and lease to Lessee for Lessee's use at the Sikeston Memorial Airport Airport, the aviation refueling truck (hereinafter referred to as "refueling equipment") described as follows:

(1) Current 3,000 – gallon Jet-A Refueler for $1,200/month
(1) Late Model (2015-2023) 1,000 – gallon Avgas Refueler for $500/month

This confirms our mutual understanding that the above described refueling equipment is, as of the above date, leased to Lessee subject to the following terms and conditions:

1. For the use of said refueling equipment during the term hereof, Lessor hereby agrees to lease to Lessee the refueling equipment for a rental fee of $1,700 per month, plus applicable sales and use tax, to commence as of the 1ST day of JULY 2025. Lessor shall be permitted to increase said rental while this agreement is in effect by giving Lessee at least sixty (60) days advance written notice of the effective date of said increased rental. In the event of any increase in rental, Lessee shall have the right to terminate this agreement on the effective date of said increase by giving Lessor thirty (30) days advance written notice of its intention to terminate on said effective date.

2. This agreement shall remain in effect for a primary term of 5 years beginning on the 1ST day of JULY, 2025, and for an indefinite period thereafter unless and until either party shall notify the other in writing of its desire to terminate this agreement at least thirty (30) days prior to expiration of the primary term, or any other desired termination date thereafter; provided however, this agreement may be terminated at any time without notice on account of breach or default of the terms of this agreement. If the refueling equipment is leased for a period of less than sixty months, the Lessee will be responsible for the freight charges associated with the delivery and pick up of the refueling equipment.

3. Said refueling equipment shall in no way become the property of Lessee, or anyone claiming thereunder, and shall be used solely by Lessee or its representatives at the SIKESTON MEMORIAL AIRPORT, (KSIK), for handling the aviation fuels supplied by Titan Aviation Fuels.

4. Lessee shall pay all sales and property taxes, assessments, and licenses and registrations on said refueling equipment during the term of the lease, and furnish to Lessor's reasonable satisfaction, verification that payment has been made before said taxes, assessments, or fees become delinquent.

5. It is understood and agreed that Lessee will not encumber said refueling equipment or do or permit anything to prejudice the title of the owner thereto; will comply with all laws, ordinances, and regulations applicable to the refueling equipment; and Lessee agrees to release, indemnify and hold the Lessor and the owner of said refueling equipment harmless from and against any and all claims, liabilities, losses, obligations and causes of action for injury or death of any and all persons, or for damage to or destruction of any or all property arising out of or resulting from the condition, existence, use or maintenance of such refueling equipment, including, but not limited to loss or damage to the refueling equipment, whether or not any of same shall result in whole or in part from the negligence of Lessee or those acting under it. SAID REFUELING EQUIPMENT IS LEASED "AS IS" WITHOUT WARRANTY AS TO MERCHANTABILITY, TITLE, CONDITION, OR FITNESS FOR ANY PURPOSE. It is also agreed that Lessee shall not add or remove any equipment or appurtenances to or from said equipment without the written consent of Lessor.

6. It is further understood and agreed that each party accepts the applicable responsibilities for operating and maintaining said refueling equipment listed as hereafter provided, said list being made a part hereof by reference. Lessor shall be permitted access to inspect the refueling equipment at all reasonable times.

7. Lessee agrees that it shall return said refueling equipment to Lessor at the termination of this agreement in as good condition as when Lessee received it, normal wear and tear excepted.

8. Lessee agrees to maintain adequate physical damage insurance on refueling equipment during the term of this lease with Lessor named as an additional insured party, and to furnish a copy of certificate of insurance to Lessor.

9. This agreement supersedes and takes the place of all former agreements, and amendments thereto, heretofore entered into between the parties covering the lease of refueling equipment at the location above-stated.

10. Lessee agrees that it will not use or permit the use of the vehicle leased hereunder in a negligent or improper manner or in violation of any law; or so as to avoid any insurance covering the same; or as a public or private livery; or permit the

vehicle to become subject to any lien, charge or encumbrances.

11. The Lessee is responsible for:

A. Performing minor maintenance on refueler, including preventive maintenance, tune-ups, starter repair, battery replacement, alternator repair, filter/element replacement, ground reel replacement, deadman cable & handle replacement, fuel nozzle replacement, etc. The Lessor shall be responsible for major repairs if caused by normal wear and tear (engine or transmission rebuilding, etc.)

B. Quality control inspections on the fueling equipment and for filter replacement at regular intervals.

C. Furnishing all fuel for refueling equipment.

D. Checking and maintaining sufficient supply of lubricating oil in crankcase.

E. Checking regularly and maintaining sufficient supply of gear oil in transmission and differential.

F. Pay for all ground reel equipment and replacement of aviation refueling hose.

G. Checking battery water level weekly. Test and charge battery as necessary. Replace as needed.

H. Maintaining proper air pressure in tires, and making all necessary tire changes and repairs, including replacements.

I. Pay for all deadman cable and handle replacements.

J. Checking and maintaining adequate all-season antifreeze in radiator to protect cooling system properly. Antifreeze shall be maintained in refueling equipment throughout the year.

K. Keeping all fire extinguishers fully charged and in good working order.

L. Pay for meter calibration, if any required.

M. Inspect nozzle screens, filter, and filtering equipment daily, and clean as necessary.

N. Furnish any ladders desired by Lessee.

O. Pay for any fuel nozzle replacements.

P. Reimburse Lessor for replacement of parts or equipment lost from refueler equipment, and for all expenses incurred for repairs to, and/or replacement of parts of, the refueling equipment through carelessness, abuse, or neglect.

Q. Wash and clean refueling equipment as necessary to maintain good appearance.

R. Advise Lessor at once if operation of truck or refueling system indicates need for repairs which are Lessor's responsibility. Cost of local repairs or replacements by others will not be paid or reimbursed by Lessor unless prior authorization is secured from Lessor.

12. Lessee agrees to release, defend, indemnify, and hold Lessor harmless from and against any and all claims, liabilities, or loss expense (including attorney fees), obligation and causes for action for injury to or death of any and all persons or for damage to or destruction of any and all property arising out of, or resulting from the use, maintenance and operation of the vehicle.

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

14. The execution of this lease and the performance of any act pursuant to the provisions thereof shall not be deemed or constructed to have the effect of creating between Lessor and Lessee the relationship of principal or agent, or of a partnership or joint venture. Lessee shall indemnify and hold the Lessor harmless against any and all claims for damages or injury to any personal property sustained in the operation, use and maintenance of the said vehicle as a result of any willful, intentional, or negligent acts or conduct of Lessee, its agents or employees.

IN WITNESS WHEREOF, the parties have hereunto caused this instrument to be executed in their corporate names by their Presidents, attested by their Secretaries, and their corporate seals to be hereto affixed, all by order of their respective Boards of Directors and this instrument is executed in duplicate originals, with each party retaining a copy thereof.

TITAN AVIATION FUELS

By: _____
Robert L. Stallings, IV – President

WITNESS:

_____

SIKESTON MEMORIAL AIRPORT

By: _____
Jay Lancaster – City Manager

WITNESS:

_____

City of Sikeston

Council Letter

Date of Meeting 25- 06- 30

Originating Department: Public Works

To the Mayor and City Council:

Subject: Renew Fuel Supply Agreement with Titan Aviation Fuels

Attachments:

1. Fuel Supply Renewal Contract

Action Options:

1. Renew Fuel Supply Agreement with Titan Aviation Fuels
2. Other action the City Council deems appropriate.

Background:

Sikeston Airport executed an agreement with Titan Aviation Fuels in July of 2018 for the supply of jet fuel and av-gas products.

Attached is a renewal contract for these services. Staff is pleased with our current supplier and seeks council approval of the attached renewal.

Titan Supplies fuel for the Cape, Dexter, and Poplar Bluff Airports also.

FUEL SUPPLY AGREEMENT

THIS FUEL SUPPLY AGREEMENT (this "Agreement") is made and entered into this 1st day of July, 2025 (the "Effective Date") by and between the Sikeston Memorial Airport, ("Customer"), a corporation located in Sikeston, Missouri and Eastern Aviation Fuels, Inc. dba Titan Aviation Fuels ("Seller" or "Titan"), a North Carolina corporation located at 601 McCarthy Boulevard, New Bern, NC 28562 (Customer and Seller/Titan each a "Party" and together "Parties").

WITNESSETH:

WHEREAS Seller markets and distributes Fuels (as hereinafter defined), and Customer is in the business of operating an aviation facility listed which uses aviation fuels; and

WHEREAS the parties have agreed that Seller will sell and deliver Fuel to Customer and provide services related thereto, and Customer will purchase Fuel from Seller in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants and undertakings set forth herein, Customer and Seller hereby agree:

1. Scope. During the Term (as defined below), Seller agrees to sell and deliver and Customer agrees to purchase all of Customer's requirements at Customer's fixed base operation site at the Sikeston Memorial Airport, Sikeston, Missouri for branded and unbranded aviation gasoline, jet fuel, and any other products sold hereunder ("Fuel") exclusively from Seller and that it will not purchase any such Fuel for the FBO from any other corporation, company, entity, or person so long as Seller is not in default of its obligations hereunder. Customer represents and warrants that all Fuel purchased hereunder will be for the purpose of conducting its business and that no Fuel purchased hereunder shall be used or sold for non-aviation use. TITAN has a contract fuel program that allows its flight operator customers ("TITAN Customers") to purchase Fuel from TITAN (or its affiliates) worldwide through a network of FBOs and other suppliers (the "Contract Fuel Program"). During the Term, in the event Customer engages in contract fuel sales, Customer agrees to use Seller's Contract Fuel Program exclusively. Customer covenants that all contract fuel sales will be through Seller's Contract Fuel Program and that it will not use any other supplier's contract fuel program. Customer agrees to exclusively sell to TITAN, and TITAN agrees to purchase from Customer aviation fuel for delivery at the FBO site by Customer to all TITAN Customers that participate in the Contract Fuel Program. TITAN issues TITAN Customers proprietary cards that TITAN Customers can use to purchase Fuel at FBOs ("Cards"). Customer agrees to: deliver fuel to TITAN Customers (a) upon presentment of a Card to Customer (each, a Card Transaction); and (b) pursuant to sales orders or authorizations issued by TITAN (each, a "Sales Order", and with Card Transactions, "Customer Transactions") to Customer for fuel. Customer shall obtain electronic or manual authorization from TITAN for all Customer Transactions.

2. Duration and Renewal. This Agreement shall be for a term of five (5) years beginning on the Effective Date ("Initial Term") and will automatically extend for successive terms of one (1) year each, unless written notice is given to the other Party of a Party's intent to not extend at least ninety (90) days prior to the expiration of the Initial Term or Renewal Term, as applicable, or unless the Agreement is otherwise earlier terminated as permitted herein.

3. Pricing

   a) Unless otherwise agreed in writing by the parties,

(i) the price per gallon for Avgas 100LL petroleum sold hereunder shall be at Seller's Posted Dealer Price. The words "Seller's Posted Dealer Price" mean the price posted and displayed at the time of delivery, at Seller's office at 601 McCarthy Blvd. New Bern, N.C. 28562.

(ii) the price which Customer shall pay Seller for Jet A aviation fuel petroleum products purchased hereunder is Seller's Posted Dealer Price and

(iii) the price per gallon for Sustainable Aviation Fuel sold hereunder shall be as established by Seller from time to time in its reasonable discretion.

b) Prices are exclusive of all Taxes (as defined in Section 15) additives, freight charges, surcharges and fees. Notwithstanding any written agreement to the contrary, if Seller's cost of supplying fuel or services to Customer increases then, upon prior written notice to Customer, Seller may adjust its prices at the delivery location. Price changes will take effect as of the date of notification. Seller shall provide detailed and supportive documentation as requested by Customer with respect to any changes in cost passed on to the Customer.

4. Product and Product Standard. Seller warrants to Customer that the products sold hereunder are jet turbine fuel and 100LL aviation gasoline and that such products will comply with the following requirements, as applicable: Jet turbine fuel produced by a refinery in the United States shall meet ASTM D 1655, latest revision, as amended, and Jet A-1 turbine fuel produced by a refinery in Canada shall meet the requirements of CAN/CGSB-3.23, latest revision, as amended. 100LL aviation gasoline produced by a refinery in the United States or Canada shall meet ASTM D 910, latest revision, as amended. Sustainable Aviation Fuel means fuel that has been through ASTM's D4054 evaluation process and has been determined by a third party to be equivalent (either neat or as a blend) to conventional jet fuel and has been added to the D7566 drop-in fuel specification. Seller warrants to Customer that it has title to the products delivered hereunder, and Seller warrants to Customer that it has the right to sell such products and that they are free from liens and adverse claims of every kind. EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION, SELLER MAKES NO WARRANTIES OF ANY KIND TO CUSTOMER REGARDING THE FUEL SOLD HEREUNDER, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. Trademarks. Seller grants to Customer a nonexclusive, non-transferable right to use Seller's brand and/or licensed trademarks owned or licensed by Seller in connection with the sale of Fuel at Customer's FBO. Customer shall have the right to display the brand names, but only for the purpose of properly identifying and advertising the branded products handled by Customer and in a manner and in the forms satisfactory to Seller in Seller's reasonable judgment. Customer shall not sell products other than the branded products under the brand names. Customer will conform to the branding rules of usage set forth by Seller in effect as of the date of this contract. Nonconformance to these rules will result in the de-branding of the Customer's Airport Location.

6. Charge / Credit Card Program. Invoices from credit and charge card sales may be purchased by Seller from Customer for approved charge and credit cards, but only as to such merchandise and services and upon such express regulations and instructions as may be set forth in the "Titan Merchant Terms and Operating Procedures Manual" published by Seller and furnished to Customer from time-to-time. Upon failure by Customer to comply strictly with such regulations and instructions, Seller shall have the right to charge back to Customer any amounts represented by non-complying sales. Such regulations and instructions, as amended or supplemented from time-to-time at Seller's reasonable discretion, shall be deemed part of this Agreement. Customer shall accept and process via TITAN's Card Processing System all credit card, charge card, fuel card, contract fuel, and other payment methods designated by Seller. All transactions shall be processed via point-of-sale devices and web-enabled

processing solutions that are designated and provided by Seller or 3rd party software vendors designated and approved by Seller.

7. Credit and Payment Terms. Payment by Customer shall be made by means of electronic funds transfer, and the terms shall be net ten (10) days from delivery date subject to credit approval by Seller. All amounts more than fifteen (15) days past due following notice thereof shall accrue interest at a rate of one and one-half percent (1.5%) per month, or the maximum rate permitted by applicable law, whichever is less. Any waiver by Seller of interest charges or administrative fees on a particular invoice shall not be construed as a waiver by Seller of its right to impose such charges on other or subsequent deliveries. Seller reserves the right to apply Customer's payments to any outstanding invoices or obligations of Customer, as determined by Seller in its reasonable discretion, without regard to the aging of any account. Customer shall be liable for all fees and costs, including without limitation attorney's fees, incurred by Seller in connection with any collection activities undertaken by Seller for the non-payment of any amounts due hereunder by Customer.

8. Force Majeure. Neither Party shall be in breach of nor have any liability for its failure to perform any obligation under this Agreement in the event that performance is prevented, hindered, delayed as a result of any cause beyond the reasonable control of such party ("Force Majeure Event'), whether or not such Force Majeure Event may have been foreseen or was foreseeable at the time of contracting and regardless of whether the effect of such Force Majeure Event is direct or indirect, including but not limited to: (i) any act of God; (ii) fire, accident or explosion; (iii) landslide, earthquake, lightning, storm, hurricane, flood, tidal wave or other adverse weather condition; (iv) any war (whether declared or not), revolution, act of civil or military authority, riot, blockade, embargo, trade sanction, terrorism, sabotage, or civil commotion; (v) any pandemic; (vi) strikes (whether legal or not), labor disturbance, whether involving the employees of the affected party, and regardless of whether the disturbance could be settled by acceding to the demands of the labor group; (vii) compliance with applicable law or a change, request or order of any governmental authority or agent or regulator; (viii) failures of any electrical supply, telecommunications, transport, equipment, pipeline or plant or any mechanical breakdowns howsoever caused; or (ix) shortage in raw material, transportation, manufacturing, or Fuel from Seller's contemplated source of supply.

9. Supply Interruptions. Seller acknowledges that any interruption in the supply of Fuel hereunder could result in financial consequences for Customer. Accordingly, Seller shall notify Customer immediately in writing in the event it anticipates an interruption in its deliveries of Fuel hereunder for any reason and any duration. In addition, if Seller is not able, due to a Force Majeure Event or otherwise, to make sufficient quantities of Fuel available for purchase hereunder to meet Customer's purchase requirements, then Seller shall supply Customer's requirements for Fuel from an alternate source. Seller and Customer shall cooperate to manage requested product deliveries during anticipated product supply constraint periods. Seller may reduce the quantity to be delivered to Customer to the extent necessary for Seller to allocate pro-rata its available products to Seller's customers (including Customer) as set forth herein. Seller will allocate its product during constraint periods on an equal basis to all other customers based on historical volume liftings.

10. Title and Risk of Loss. Seller's liability relating to the Fuel sold hereunder shall cease and title and risk of loss shall pass to Customer when said Fuel passes the flange between Seller's delivery line and Customer's connection or vehicle.

11. Inspection and Measurement Customer's inspection and measurement shall be based on meters or on certified tank truck capacities according to terminal practice. All quantities shall be adjusted to 60 degrees F temperature (unless otherwise specified by state regulations) in accordance with the latest revised applicable parts of ASTM Designation D: 1250, IP Designation: 200 Petroleum Tables. The term "gallon'' shall mean a U.S. gallon of 231 cubic inches. The term ''tank truck" shall mean a transport truck with a tank storage capacity of not less than 3,000 gallons.

12. Deliveries. Deliveries shall be made at such times within the usual business hours of Seller as may be required by Customer, provided that reasonable advance notice is given by Customer. Seller shall prepare and furnish Customer with copies of bills of lading and other shipping papers. Seller shall not be required to make deliveries into vehicles supplied by Customer unless they are clean and empty immediately prior to delivery and shall not be required to load or deliver quantities less than the full capacity of the vehicle, except as otherwise authorized by Seller from time to time. If deliveries are to be made into Customer's storage facilities, Customer shall provide storage facilities sufficient to enable it to receive such deliveries and shall provide Seller with unimpeded and adequate ingress and egress twenty-four hours per day. Customer shall reimburse Seller on demand for any demurrage or other charges incurred by Seller by reason of Customer's failure to unload any delivery vehicle or release the same within the time allowed therefore without demurrage or other charge even though such failure may have arisen from causes beyond the control of Customer, except in the event of Seller's negligence. All deliveries of Fuel shall be in full bulk transport quantities unless otherwise agreed by Customer and Seller.

13. Taxes and Fees. All prices are quoted in U.S. Dollars (unless otherwise specified) and exclude all duties, taxes, assessments, fees, and other charges, whether foreign or domestic, including, but not limited to, excise tax, VAT, GST, mineral oil tax, sales tax, use tax or any other tax, license fees, inspection fees, landing fees, airport fees, fees for the privilege of buying, selling or loading aviation fuel, or other charges imposed-by any governmental authority or agency or regulatory body, or third party upon, or measured by the gross receipts from or volume sold of any commodity, or on the production, manufacture, transportation, sale, use, delivery or other handling of such commodity or any component thereof, or on any feature or service related thereto or of any invoice, existing at the time of any sale hereunder, but excluding any taxes measured on Seller's income (collectively "Taxes'), which shall be added to the applicable price. When permitted, Customer shall assume and be directly responsible to the proper governmental units for any Taxes. When the laws, regulations or ordinances impose upon Seller the obligation to collect or pay such amounts, Customer shall pay to Seller all such amounts for which Seller may be liable. If Customer is entitled to purchase products free of any Taxes, Customer shall furnish Seller proper exemption certificates. Customer acknowledges that it remains solely responsible for all Taxes and shall indemnify Seller against any liability for such Taxes even if Seller fails to include any such Taxes in its invoices. Customer's obligations under this Section 15 shall extend to any Taxes which are assessable against Customer as a result of any subsequent change in, or in interpretation of, any laws relating to such Taxes.

14. Conduct of Customer's & Seller's Business. In the performance of this Agreement, each Party is engaged *as* an independent contractor. Each Party shall conduct all operations hereunder in compliance with all applicable laws, ordinances and regulations of all governmental authorities, including but not limited to those issued by the U.S. Department of Transportation and those relating to the production, manufacture, transportation, sale, use, delivery or other handling of products purchased hereunder, Customer agrees to use reasonable efforts to assist in the administration of any promotional programs Seller may establish for its customers.

15. Insurance.

a) Customer shall maintain at Customer's own expense during the Term: (i) Workers' Compensation and Employers Liability Insurance as prescribed by applicable law; (ii) Aviation General Liability (bodily injury and property damage) Insurance of not less than $1,000,000 combined single limit per occurrence, but in the aggregate with respect to Products and Completed Operations Liability and any one offense/aggregate with respect to Personal Injury, and including but not limited to, personal injury, premises-operations, products and completed operations, and contractual Liability; (iii) Business Automobile Liability (bodily injury and property damage) Insurance of not less than $1,000,000.00 combined single limit per occurrence, on all owned, non-owned and hired vehicles which are used by Customer; and (iv) any other insurance or surety bonding that may be required under

the laws, ordinances and regulations of any governmental authority.

b) The insurance specified in subsection (a) of this Section 17 shall require the insurer to provide Seller with thirty (30) days' prior written notice of any cancellation or material change in the insurance and shall name Seller as additional insured. The insurance required under clause (i) of subsection (a) above shall contain a waiver of subrogation against Seller and an assignment of statutory lien, if applicable.

c) The insurance required under subsection (a) above shall provide that it is primary coverage to insurance carried by Seller. The insurance required above shall be issued by insurance companies which are reasonably acceptable to Seller. The insurance companies shall have no recourse against Seller, or any other additional insured, for payment of any premiums or assessments under any policy issued by a mutual insurance company. Customer shall be responsible for all deductibles in all of Customer's insurance policies. Customer shall furnish Seller with certificates for all insurance coverage.

d) Seller has the right to modify, delete, add to or otherwise change the insurance requirements set forth in sections (a) through (c) inclusive provided that Seller provides Customer with thirty (30) days' notice of such change

16. Indemnification. Each Party shall indemnify, defend and hold the other party and its directors, officers, employees and agents harmless from and against any and all expenses (including attorneys' fees) liabilities and claims of whatsoever kind and nature, including but not limited to, those for damage to property (including property of the Parties) or for injury to or death of any person (including a party), directly or indirectly, arising or alleged to arise out of or in any way connected with the acts or omissions, violation of law, or breach of this Agreement by the indemnifying party. The foregoing indemnity shall not apply to the extent such expense, liability or claims result from the negligent acts or omissions or willful misconduct of the party seeking indemnification.

17. Quality Control. In no event shall Customer permit automotive engine fuels or kerosene to be sold as Seller aviation fuels or dispensed through equipment bearing Seller's insignia. Customer shall immediately report to Seller any accident or incident involving a fueled aircraft.

18. Claims. Any claim made by Customer for deficiency in product quality or quantity shall be waived unless made in writing within twenty-four (24) hours after reasonable discovery of the deficiency by Customer.

19. Confidential Information. Each Party (the "Receiving Party") shall hold in confidence all manuals, guides, forms, instructions, software programs proprietary Receiving Party all technical information, trade secrets and other confidential business information that is disclosed to Receiving Party by the other Party (collectively "Confidential Information"). Receiving Party shall not use Confidential Information for any purpose other than in connection with the transactions as contemplated hereunder and shall not disclose Confidential Information to anyone other than Receiving Party's employees, agents, lawyers, accounts, or advisors who have a need-to-know Confidential Information. Receiving Party's obligations under this Section 19 shall survive termination of this Agreement. The Receiving Party's obligations with respect to confidentiality and disclosure set forth herein shall not apply to Confidential Information that (i) is already in the Receiving Party's, its subsidiaries' or affiliates' possession, provided that such information is not subject to another confidentiality agreement with disclosing party; (ii) is or becomes generally available to the public other than as a result of a wrongful disclosure by Receiving Party or its representatives; (iii) becomes available to Receiving Party, its subsidiaries or affiliates on a non-confidential basis from a source other than disclosing party, provided that such source is not bound by a confidentiality agreement with or other obligation of secrecy to the disclosing party; or (iv) is subsequently independently developed by employees or agents of recipient, its subsidiaries or affiliates without any use-of the disclosing party's Confidential Information.

20. Termination.

a) Seller may, in addition and without prejudice to any of its other rights or remedies hereunder, terminate this Agreement upon giving Customer thirty (30) days' prior written notice (or such other period as is specified herein) if anyone or more of the

following occurs and Customer fails to cure such breach within such 30-day period:

(i) Customer breaches or defaults on any material covenant, condition or other provision of this Agreement, or any other agreement of the parties;

(ii) Customer fails to pay to Seller in a timely manner when due all sums to which Seller is legally entitled under this Agreement;

(iii) willful adulteration, commingling, mislabeling or misbranding of aviation fuels or other violations by Customer of trademarks utilized by Seller occur or unlawful, fraudulent or deceptive acts or practices or criminal misconduct by Customer relevant to Customer's performance of this Agreement occur; or

(iv) Customer becomes insolvent, files a voluntary petition in bankruptcy, makes an assignment for the benefit of creditors, is

b) During the Term, Customer may, in addition and without prejudice to any of its other rights or remedies hereunder, terminate this Agreement upon giving Seller thirty (30) days' prior written notice (or such other period as is specified herein) if any one or more of the following occurs and Seller fails to cure such breach within such 30-day period:

(i) Seller breaches or defaults on any covenant, condition or other provision of this Agreement, or any other agreement of the parties;

(ii) Seller fails to pay to Customer in a timely manner when due all sums to which Customer is legally entitled under this Agreement; or

(iii) Seller becomes insolvent, files a voluntary petition in bankruptcy, makes an assignment for the benefit of creditors, is adjudicated bankrupt, permits a receiver to be appointed, or permits or suffers a material disposition of its assets.

c) If Seller continues to accept orders from Customer following the expiration of the Term, such sales shall be upon all of the terms and conditions hereof except that the relationship of the Parties may be terminated at will.

d) In the event this Agreement is terminated, all other agreements and instruments between the Parties shall also terminate, and all remaining incentives/business development funds shall become due and payable. In addition, upon termination of this Agreement, any and all indemnity obligations, Parties' rights upon breach, all collateral and security interests in favor of Seller, if applicable, obligations arising upon termination (such as discontinuing the use of the trademarks and tradenames of Seller's supplier), confidentiality provisions, and any other terms of this Agreement which by their nature should survive termination shall all survive.

e) The remedies provided in this Agreement are cumulative and not exclusive of any other remedies provided by law. EXCEPT FOR SELLER'S OBLIGATIONS UNDER SECTION 11, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES.

21. TITAN Rewards. Participation in the TITAN Rewards program is subject to the TITAN Program Rules- Participating Locations, which are set forth at www.titanfuels.aero.

22. Miscellaneous.

a) Notices. All notices to be given hereunder by either party shall be in writing and sent

by first class United States mail, return receipt requested, to the other, delivered to the address first listed above or at such other address or facsimile number as either party may designate to the other by written notice in the manner provided pursuant to this Section 24(a) and shall be effective upon receipt.

b) Entire Agreement. This Agreement and all other related documents of the Parties constitute the entire agreement between the Parties. No other promises, agreements, or warranties additional to this Agreement, or other documents listed above shall be deemed a part hereof, nor shall any alteration or amendment of this Agreement be effective without the express written agreement of both Parties.

c) No Conflict. Each of Customer and Seller represents and warrants to the other that neither the execution and delivery of this Agreement by it, nor the consummation of the transactions contemplated hereby, will: (a) violate or conflict with, or result in a breach of any provision of, or constitute a default under any existing agreement or other instrument or obligation to which it is a party; (b) violate any applicable law, regulation, ordinance, or rule with which it must comply; (c) violate any of its respective internal policies, procedures, or guidelines; or (d) require any action, or consent or approval of, or review by, any other party, except as shall have been duly obtained and effective as of the date of this Agreement.

d) Assignment; Waiver. This Agreement may not be assigned by either Party, either voluntarily, involuntarily, or by operation of law, or in the context of the sale of all or substantially all the assets or company stock of either party; any merger, consolidation or acquisition of either Party with, by or into another corporation, entity or person; or any change in the ownership of more than fifty percent (50%) of the voting capital equity of either party in one or more related transactions (each, a “Change in Control”) without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

e) Governing Law, Disputes. This Agreement shall be construed in accordance with the laws of the State of North Carolina without regard to conflict of laws provisions. Customer hereby consents to the jurisdiction of any state or federal court situated in Craven County, North Carolina and waives any objections based on forum non-convenience with regard to any actions, claims, disputes or proceedings relating to this Agreement, any related document, or any transactions arising therefrom, or enforcement and/or interpretation of any of the foregoing; provided, nothing herein shall affect a party's right to bring proceedings against the other party in the competent courts of any other jurisdiction or jurisdictions. Customer and Seller hereby waive any and all right to trial by jury in any action or proceeding relating to this Agreement or any documents relating to this Agreement, or any transaction arising here from or connected hereto. Customer and Seller each represents to the other that this waiver is knowingly, willingly and voluntarily given.

IN WITNESS WHEREOF, the parties have executed this Agreement which is made effective as of the date first above written.

EASTERN AVIATION FUELS, INC DBA TITAN AVIATION FUELS

By: _____

Robert L. Stallings, IV – President/CEO

SIKESTON MEMORIAL AIRPORT

By: _____

Jay Lancaster – Public Works Director

City of Sikeston

Council Letter

Date of Meeting 25- 06- 30

Originating Department: Public Works

To the Mayor and City Council:

Subject: Authorize Purchase of Street Sweeper

Attachments:

1. Quotation from Key Equipment & Supply Co

Action Options:

1. Authorize Purchase of Street Sweeper
2. Other action the City Council deems appropriate.

Background:

Staff is seeking council authorization to purchase a 2025 Elgin Broom Badger Sweeper to replace our current sweeper. The Sourcewell Cooperative price for this item with discounts is $282,405.58. Staff is seeking a financing package to purchase this item and a new front end loader at a later time this year. This is a budgeted purchase. Staff intends to surplus the current sweeper to auction on Purple Wave.

4/15/2025

City of Sikeston MO
Attn: Brian Dial
105 E Center
Sikeston, MO 63801

RE: NEW Elgin Broom Badger

Brian,

Thank you for the opportunity to provide you with a proposal for a New Elgin Broom Badger. This is an Elgin Twin Engine Four-Wheel Mechanical Street Sweeper. Key Equipment & Supply Company is proud to provide the most durable and dependable street sweepers on the market today.

The Elgin Broom Badger is equipped with the following standard features:

Aux-engine: Kubota V2403M 65hp Tier4i
Low engine oil pressure, high coolant temp, hydraulic oil level/temp shutdown
Curbside brooms are 42" steel vertical digger 5 segment brooms
100"-120" sweep path
Broom side, hydraulic floating suspension, down pressure adjustable from in cab
Broom, main, 36" diameter, 58" wide
Camera, Rear and RH side view with in-cab monitor
Conveyor, 10 flight squeegee with rubber edging driven by polyurethane sprockets
Conveyor, two-piece replaceable wear plates (1/4" Hardox)
Conveyor and all sweeping components raise automatically when vehicle placed in reverse
Conveyor stall alarm
Dirt shoes, heavy duty steel
Electric backup alarm
Front spray bar
Hopper: 4 cubic yards with inspection door
Hopper dumps at 50 degrees from 18 inches up to 10 feet
Sweep path from 58 inches to 114 inches
Water, 220-gallon polyethylene water supply with electric diaphragm pump
Left and Right gutter broom tilt angle control from in cab
Air bag suspension on rear axle

Additional Features:
Elevator Washdown
LED Beacon

Chassis:
New 2024 Isuzu NRR
Single left-hand steer
Diesel engine
Automatic transmission

Pricing For Incoming Unit Estimated Availability is July or August 2025

New 2025 Elgin Broom Badger On Isuzu Chassis:	$283,933.00
Less Sourcewell Discount:	$ - 5,722.95
Freight, PDI, Install and Lifetime Training:	$ 4,195.53
Total Invoice Amount:	**$282,405.58**

This is an on-order unit subject to availability

Plus, applicable tax, title and license fees.
Payment Terms: Net due on delivery
Includes onsite training by Key Equipment for service and operation.

LETTER OF INTENT: By Signing this proposal, the City of Sikeston is committing to the purchase of the incoming Elgin Broom Badger currently projected to be completed in the months of July or August. By signing this document, Key Equipment will hold this unit for the City of Sikeston until its June Council approval. If this unit is approved for purchase the city will issue a PO to Key Equipment at that time. If for any reason this purchase does not pass the city's budget/council, or is unable to be purchased for any reason, they will be free and clear with no obligation to purchase.

Signed:_____ Date:_____

Sikeston Sourcewell # 79819
Sourcewell Contract # #093021-ELG

This proposal is valid for 30 days after the proposal date. If you have any questions and concerns please contact me by my 314-614-6262 or hcannon@keyequipment.com.

Customer Name_____ PO#_____

By_____ Date_____

Hunter Cannon

Hunter Cannon
Territory Manager
Key Equipment & Supply Co.



*Sample Photo

City of Sikeston

Council Letter

Date of Meeting 25- 06- 30

Originating Department: Public Works

To the Mayor and City Council:

Subject: Authorization to Purchase Front End Loader

Attachments:

1. Quotation from Roland Machinery CO.

Action Options:

1. Authorization to Purchase Front End Loader
2. Other action the City Council deems appropriate.

Background:

Staff is seeking council authorization to purchase a 2025 Komatsu WA200-8 Front End Loader to replace our current loader. The Sourcewell Cooperative price for this item with discounts is $209,900.00. Staff is seeking a financing package to purchase this item and a new sweeper at a later time this year. This is a budgeted purchase.

ROLAND MACHINERY CO.

ST. LOUIS DIVISION HEADQUARTERS
4670 CROSSROADS INDUSTRIAL DRIVE
BRIDGETON, MO 63044
314-291-1330/800-274-7230
FAX 314-291-8050

June 19, 2025

City of Sikeston
105 East Center Street
Sikeston, Missouri 63801

Gentlemen:

We are pleased to submit the following quotation for your consideration:

ONE NEW KOMATSU MODEL WA200-8 WHEEL LOADER, equipped as follows:

Engine and related items:
Air cleaner, dry type, 2 stage, radial sealed
Engine shutoff system, electric with key
Engine, Komatsu SAA4D107E-3, 4 cylinder, turbocharged, air-to-air after cooled, cooled EGR, Tier 4 Final emissions certified, diesel
Net Horsepower: 126/2,000 RPM
Net horsepower: 122 at max speed of hydraulic cooling fan
Exhaust pipe, curved
Fan, auto reverse, hydraulic driven
KDOC after treatment assembly
Komatsu auto idle shutdown
SCR – Selective Catalytic Reduction aftertreatment with DEF tank and heated lines
Starting aid, intake air preheater type

Electrical system:
Alternator, 90 ampere, 24 volt
Back-up alarm
Batteries, two 12-volt, 92 Ah, 680CCA
Battery disconnect switch
Horn, electric
Lights
- Back-up light, rear
- Sealed DT electrical connectors
- Starting motor, 5.5 kW direct electric, 24 volt
- Stop and taillight
- Turn signal, (2 front, 2 rear) with hazard switch
- Working lights, halogen (2 front, high low beam with indicator, fender mount, 2 rear grill mount)
- Working lights, halogen (2 front), outside of cab mount

Powertrain and Controls:
Differentials, torque proportioning, inboard planetary
Parking brake, wet disc type
Service brakes, hydraulic, wet multiple disc type, axle-by-axle, inboard
Transmission, hydrostatic, 1 pump, 2 motors, full auto shift with speed range control
Transmission control
- F/R: Steering column/loader control lever selectable
- Max speed control: electric, 4 speeds forward and reverse
- Traction control: electric, 3 mode

Operator environment:
Cab, ROPS/FOPS, installed, includes adjustable armrests, cigarette lighter/ashtray, dome light, electrically heated rear window, air conditioner/heater/defroster/pressurizer floor mat, front intermittent and rear wiper/washer, rearview mirrors (2 outside/2 inside), right hand and left hand door access with steps and sun visor
Hydraulic control, 2 spool (boom/bucket) multi-function mono-lever control with integrated transmission forward/reverse switch including 3rd spool proportional switch (3 spool is optional)
Monitor, 7" LCD, color
Radio, AM/FM with speakers and auxiliary jack
Rearview monitor
Seat, heated air suspension type, reclining with armrests, fabric
Seat belt, 3" width, retractable
Steering wheel, tiltable, telescopic

Equipment Management Monitoring System
Monitor: Multi-function, 7", LCD, color high-resolution warning message system with descriptions
Gauges:
- Engine water temperature
- Ecology
- Fuel level
- HST oil temperature
- Speedometer/tachometer

Pilot Lights:
- Auxiliary steering (optional)
- Brake oil pressure
- Central warning
- Cooling fan reverse
- DEF level
- Directional indicator
- ECSS
- Engine preheater
- Head lamp high beam
- HST Emergency pump drive
- Komtrax message

- Park brake warning
- Quick coupler lock release (optional)
- Remote Boom Positioner
- Seat belt caution
- Steering oil pressure
- Traction level
- Transmission speed range
- Turn signal
- Work equipment lock warning

Special arrangements:
Ambient Temperature Range, minus 20 degrees Celsius (minus 4 degrees Fahrenheit) through plus 45 degrees Celsius (plus 113 degrees Fahrenheit) at maximum standard elevation of 7,546 ft.

Other Standard Equipment:
Boom kickout automatic
Bucket and lift cylinders
Centralized grease banks
Counterweight, standard and additional
Electronically Controlled Suspension System (ECSS)
Fenders, front and partial rear
Handrails, front, left and right hand
KOMTRAX Level 5
Lifting eyes
Parallel loader linkage and standard lift boom
Provision for Quick Coupler (mount points for piping, harness for cab switch)
Rims for 20.5-25 tires (4 each)

Vandalism Protection:
- Caplock and cover for fuel tank and hydraulic tank

Padlocks
- Battery boxes
- Engine hood side panels and rear grill, lockable
- Radiator cap cover (bolted)
- Transfer oil filler cover

Voltage converter (12-volt, 5-amp x 2)

With the following additional features in lieu of standard where applicable:
Standard Boom Assembly
JRB 416 Series 2.75 cubic yard capacity General Purpose Bucket with bolt-on cutting edge
Standard Bucket Cylinder
Standard Counterweight
Hydraulic Kit for Komatsu 416 Series Quick Coupler, installed
Standard Engine Intake
Full Fender Kit, installed
Komatsu 416 Series Hydraulic Coupler, installed
Standard 2-Spool Valve with mono lever control

3rd Spool Auxiliary Hydraulics, field installed
JRB 2.5 cubic yard Grapple Bucket, installed
Komatsu Care Complimentary Scheduled Maintenance for the first 3 years or 2,000 hours and one complimentary KDPF exchange units for the first 5 years, 4,500 hour limit
1-year/Unlimited hour Standard Machine Warranty
3-year/3,000-hour Premier Warranty

CASH SALE PRICE **$209,900.00**

ALL PRICING IS SUBJECT TO CHANGE DUE TO GOVERNMENT IMPOSED TARIFFS. YOU WILL BE NOTIFED OF ANY CHANGES PRIOR TO DELIVERY.

Terms
To be arranged.

Delivery
From factory, subject to prior sale.

State/Local Taxes not included and must be added if applicable.

Thank you for the opportunity to quote the City of Sikeston. If we may be of further assistance, please don't hesitate to call.

Yours very truly,

ROLAND MACHINERY COMPANY
ST. LOUIS DIVISION
James M. Jesuit
James M. Jesuit
Vice President/General Manager

JMJ/kf

cc: Mr. Dan Christensen, Roland/Cape Girardeau

City of Sikeston

Council Letter

Date of Meeting 25- 06- 30

Originating Department: Public Works

To the Mayor and City Council:

Subject: Authorization to Purchase New Tractor

Attachments:

1. Quotation from Greenway Equipment, Inc

Action Options:

1. Authorization to Purchase New Tractor
2. Other action the City Council deems appropriate.

Background:

Staff is seeking council authorization to purchase a 2025 John Deere 5100E Cab Tractor to replace a current tractor. The Sourcewell Cooperative price for this item with discounts is $72,319,23. The trade-in value of our Kubota M8560 is $12,000 resulting in a purchase balance of $60,319.23. This is a budgeted purchase.

Quote Id: 33014426

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Greenway Equipment, Inc.
801 Woods Lane
Sikeston, MO 63801
US

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Greenway Equipment, Inc.
801 Woods Lane
Sikeston, MO 63801
573-471-3170
modc@gogreenway.com

Prepared For:

City Of Sikeston

GREENWAY EQUIPMENT, Inc.

Helping You Cultivate Success

Proposal For:
City Of Sikeston

Delivering Dealer:
Valdes Kaitlyn

Greenway Equipment, Inc.
801 Woods Lane
Sikeston, MO 63801

573-471-3170
modc@gogreenway.com

Quote Prepared By:
Valdes Kaitlyn
kaitlynvaldes@gogreenway.com

Date: 13 June 2025

Offer Expires: 13 July 2025

JOHN DEERE

GREENWAY

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Greenway Equipment, Inc.
801 Woods Lane
Sikeston, MO 63801
US

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Greenway Equipment, Inc.
801 Woods Lane
Sikeston, MO 63801
573-471-3170
modc@gogreenway.com

Quote Summary

Prepared For:
City Of Sikeston

MO

Delivering Dealer:
Greenway Equipment, Inc.
Valdes Kaitlyn
801 Woods Lane
Sikeston, MO 63801
Phone: 573-471-3170
kaitlynvaldes@gogreenway.com

City of Sikeston
Sourcewell Acct79819
Sourcewell Discount: 19%
Sourcewell Contract:Sourcewell Ag 082923-DAC (PG BA CG 76)

Quote Id: 33014426

Created On: 13 June 2025
Last Modified On: 18 June 2025
Expiration Date: 13 July 2025

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 5100E Cab Tractor	$ 72,319.23 X	1 =	$ 72,319.23

Contract: Sourcewell Ag 082923-DAC (PG BA CG 76)
Price Effective Date: June 12, 2025

Equipment Total **$ 72,319.23**

Trade In Summary	Qty	Each	Extended
KUBOTA M8560	1	$ 12,000.00	$ 12,000.00
PayOff			$ 0.00
Total Trade Allowance			$ 12,000.00

Trade In Total **$ 12,000.00**

* Includes Fees and Non-contract items

Quote Summary	
Equipment Total	$ 72,319.23
Trade In	$ (12,000.00)
SubTotal	**$ 60,319.23**
Est. Service Agreement Tax	$ 0.00
Total	$ 60,319.23
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	**$ 60,319.23**

Salesperson: X_____ **Accepted By: X**_____

JOHN DEERE

GREENWAY

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Greenway Equipment, Inc.
801 Woods Lane
Sikeston, MO 63801
US

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Greenway Equipment, Inc.
801 Woods Lane
Sikeston, MO 63801
573-471-3170
modc@gogreenway.com

Salesperson: X_____ **Accepted By: X**_____

Trade-in

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Greenway Equipment, Inc.
801 Woods Lane
Sikeston, MO 63801
US

KUBOTA M8560		
Machine Details		
Description		**Net Trade Value**
KUBOTA M8560		**$ 12,000.00**
Your Trade In Description		
Additional Options		
Hour Meter Reading	7060	
Total		**$ 12,000.00**

City of Sikeston

Council Letter

Date of Meeting: 25-06-30

Originating Department: Public Works

To the Mayor and City Council:

Subject: Resolution 25-06-01 Transportation Alternatives Program (TAP) Application

Attachments:

1. Resolution 25-06-01
2. Proposed Downtown Lighting Project Map

Action Options:

1. Authorize execution of resolution 25-06-01
2. Other action the City Council deems appropriate.

Background:

Several years ago (13+ years) the City of Sikeston in conjunction with Sikeston BMU applied for and received a Transportation Enhancement grant (now called TAP – Transportation Alternatives Program) from MoDOT to add historic lighting and ADA sidewalk improvements downtown. These improvements were desired for the entirety of downtown, but due to limited funding, this first request was limited to Front Street and Kingshighway with the thought that the remainder would be done at a later time.

Fast forward to now, and Sikeston BMU along with the Sikeston Chamber and DAEOC reached out to city staff about applying for the current MoDOT TAP application round to seek funding for the remainder of the project. We inquired about Sikeston BMU being the project applicant, but MoDOT only allows cities/counties to apply.

Sikeston BMU has stated that the current lights downtown that were not previously replaced are at the end of their life and need urgent replacement. For them to install matching historic lighting would require significant amounts of concrete sidewalk removal/replacement to accommodate the wiring/conduit needs. The proposed project to install new streetlights and ADA sidewalk is shown on the attached project map.

BMU sought City involvement to seek a grant to help replace and upgrade the failing lighting with acorn streetlights to match the rest of downtown.

The TAP grant requires a 20% local match. BMU is proposing to provide in-kind labor and equipment support to the project to install the new lighting. The City would need to contract out sidewalk replacement where certain sections of new lighting would be installed.

The estimated costs are as follows:

Design/Inspection (Engineering Services)	$89,426	
Construction	$526,036	
BMU Labor/Equipment (in-kind)	$94,996	
Total Project	$726,239	
Federal Request	$580,992	
Credit for In-Kind Work/Equipment	$75,997	(At 80/20 Pro-Rata Share)
Required Cash Match	$69,251	

For us to apply for this grant requires a resolution committing to the matching funds.

Should the council wish to make application for this project, we are seeking approval of resolution 25-06-01.

The application is due July 11, 2025.

RESOLUTION 25-06-01

A RESOLUTION OF THE CITY OF SIKESTON, MISSOURI, STATING ITS INTENT TO SEEK FUNDING FOR THE DEVELOPMENT OF A DOWNTOWN SIKESTON LIGHTING AND SIDEWALK IMPROVMENT PROJECT THROUGH THE TRANSPORTATION ALTERNATIVES PROGRAM (TAP) AND AUTHORIZING THE MAYOR TO PURSUE ACTIVITIES IN AN ATTEMPT TO SECURE SAID FUNDING.

WHEREAS, The Transportation Alternatives Program (TAP) was authorized under Section 1122 of the Moving Ahead for Progress in the 21st Century Act (MAP-21) and is reauthorized under the FAST Act and Continuing Resolutions; and

WHEREAS, the federally funded TAP provides opportunities to communities to expand transportation choices and enhance the transportation experience through categories of activities related to the surface transportation system; and

WHEREAS, The Missouri Department of Transportation is designated to award Transportation Alternatives Program funding; and

WHEREAS, The City has an eligible project which may apply for and utilize TAP funding.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Sikeston, Missouri, that it desires to participate with the Missouri Department of Transportation in the improvement of our community under the activities authorized pursuant to the Transportation Alternatives Program.

THEREFORE, BE IT FURTHER RESOLVED that the Mayor of the City of Sikeston, Missouri, is hereby authorized to prepare and submit documents which are necessary in applying for funding and establishing an administrative organization to implement activities pursuant to the aforementioned act.

THEREFORE, BE IT FURTHER RESOLVED, that the applicant will dedicate up to $70,000 of local cash funds to be used in the development of the Sikeston Downtown Lighting and Sidewalk Improvement Project.

Read this 30th day of June 2025, discussed and voted as follows:

Baker_____, Drake _____, Lindsey _____, Robison _____,

Teachout _____, Ware_____, and Turnbow _____,

thereby being _____.

_____
Greg Turnbow, Mayor

Approved as to Form:

_____
Tabatha Graham, City Counselor

ATTEST:

_____
Rhonda Council, City Clerk

City of Sikeston

Council Letter

Date of Meeting: 25-06-30

Originating Department: Public Works

To the Mayor and City Council:

Subject: Resolution 25-06-02 FY25 Community Development Block Grant Competitive Cyle Application (Cornerstone Baptist Church Demolition)

Attachments:

1. Resolution 25-06-02

Action Options:

1. Authorize execution of resolution 25-06-02
2. Other action the City Council deems appropriate.

Background:

The City was approached by Cornerstone Baptist Church on W. Trotter St. That their old sanctuary building along S. Scott St. Was becoming hazardous and is in need of demolition.

City staff visited with leadership at Cornerstone Baptist Church in the fall of 2024 to inspect the building. It was determined and agreed that it is beyond repair, meets condemnation standards of the city and would benefit the safety of nearby homes and community members if it was removed.

The City began looking into funding options to support the removal of the building and determined a CDBG Demolition grant could help fund the project. Only cities and counties may apply for CDBG funding. Local governments may apply on behalf of local subapplicants. That is the case here.

Cornerstone Baptist Church is committing to supporting the required 20% financial match requirement of the grant.

Total project costs are estimated to be $250,000 with $50,000 in local match coming from Cornerstone Baptist Church.

The city Grants Administrator would provide grant administration of the project.

The application is due July 28, 2025.

RESOLUTION 25-06-02

A RESOLUTION OF THE CITY OF SIKESTON, MISSOURI, STATING INTENT TO SEEK FUNDING THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM UNDER THE FY25 COMPETITIVE CYCLE ON BEHALF OF CORNERSTONE BAPTIST CHURCH FOR THE DEMOLITION OF THEIR OLD SANCTUARY BUILDING AND AUTHORIZING THE MAYOR TO PURSUE ACTIVITIES IN AN ATTEMPT TO SECURE FUNDING.

WHEREAS Title I of the Housing and Community Development Act of 1974 does state as its primary objective “the development of viable urban communities, by providing decent housing and suitable living environment and expanding economic opportunities principally for persons of low and moderate income;” and

WHEREAS Title I does offer to communities the opportunity of monetary assistance in accomplishing its stated primary objectives; and

WHEREAS The Missouri Department of Economic Development is designated to award Community Development Block Grant Funding under Title I; and

WHEREAS the City does have areas of need which may be addressed through the Community Development Block Grant Program.

NOW, THEREFORE BE IT RESOLVED by the City of Sikeston, Missouri, that it desires to participate with the Missouri Department of Economic Development in the improvement of our community under the activities authorized pursuant to the Housing and Community Development Act of 1974.

THEREFORE, BE IT FURTHER RESOLVED, that the Mayor of Sikeston, Missouri is hereby authorized to prepare and submit documents which are necessary in applying for funding and establishing an administrative organization to implement activities pursuant to the aforementioned act.

THEREFORE, BE IT FURTHER RESOLVED that the sub applicant, Cornerstone Baptist Church of Sikeston, Missouri, will dedicate up to $50,000 of local cash match to be used in this project with full support and agreement by the City of Sikeston, Missouri.

Baker_____, Drake _____, Lindsey _____, Robison _____,

Teachout _____, Ware_____, and Turnbow _____,

thereby being _____.

_____
Greg Turnbow, Mayor

Approved as to Form:

_____
Tabatha Graham, City Counselor

ATTEST:

_____
Rhonda Council, City Clerk

City of Sikeston

Council Letter

Date of Meeting: 25-06-30

Originating Department: Finance Department

To the Mayor and City Council:

Subject: First and Second Reading of Bill Number 6381, Amending FY25 Budget Amendment

Attachment(s):
1. Ordinance 6381
2. Line-item analysis

Action Options:
1. First reading of Bill Number 6381
2. Second reading of Bill Number 6381
3. Passage of Ordinance 6381
4. Other action Council may deem appropriate.

Background:

Bill Number 6381 amends the original FY25 Budget to reflect material appropriations as a result of activities since its original adoption in June 2024. This bill amends the Building Reserve Fund to account for expenditures associated with the sale of bonds Rual Water Financing Agency Public Project Revenue Bonds (Flexible Term Program), Series 2025B. These bonds are part of the financing source for the new Fire Station #2.

Staff recommends passage of bill number 6381.

THIS BILL AS ADOPTED SHALL BECOME EMERGENCY ORDINANCE NUMBER 6381, AND SHALL AMEND ORDINANCE NUMBER 6349, THE FY-25 BUDGET AMENDMENT.

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

SECTION I: General

A. Codification:
   1. This ordinance shall not be codified as part of the SIKESTON MUNICIPAL CODE.
   2. Ordinance Number 6349 is hereby amended to read as follows:

SECTION II: Appropriations

A. Building Reserve Fund: The sum of $ 481,571 is hereby appropriated out of revenues accruing to the City, available fund balances, and transfers from other funds for the purpose of establishing a building fund and construction of a new fire station.

SECTION III: Repealer. Any other ordinances or part(s) thereof inconsistent herewith are hereby repealed.

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

SECTION V: Emergency Clause. This Ordinance is adopted as an emergency measure to meet the budget restrictions of the City of Sikeston's 2025 fiscal year.

SECTION VI: Record of Passage:

A. Bill Number 6381 was introduced to Council and read the first time this 30th day of June 2025.

B. Bill Number 6381 was read the second time this 30th day of June 2025, discussed, and was voted as follows:

Baker_____, Drake _____, Lindsey _____, Robison _____,

Teachout_____, Ware _____, Turnbow _____,

thereby being _____ and becoming Ordinance 6381.

C. Upon passage by a majority of the Council, this Bill shall become Ordinance 6381 and shall be in full force and effect from and after June 30th, 2025.

_____
Greg Turnbow, Mayor

_____
Approved as to Form
Tabatha Graham, City Counselor

SEAL/ATTEST:

_____
Rhonda Council, City Clerk

FY 25 Budget Amendment

FUND	ACCOUNT DESCRIPTION	ORG	OBJECT	FROM	TO	VARIANCE	
Building Reserve Fund							
41	TRANSFER TO DEBT SERVICE FUND	4187562	5894	-	105,585.00	105,585.00	Legal Services for Bond Purchase
					Subtotal	105,585.00	
					FY25 Original Budget	100,000.00	
					FY25 Revised Budget	481,571.00	

City of Sikeston

Council Letter

Date of Meeting: 25-06-30

Originating Department: Finance

To the Mayor and City Council:

Subject: First and Second Reading of Bill Number 6382, Authorizing the Mayor to apply for federal assistance on behalf of the Scott County Transit System

Attachments:

1. Ordinance Number 6382
2. SCTS Correspondence

Action Options:

1. Conduct the first and second reading of Bill Number 6382
2. Approve Bill Number 6382
3. Other action Council may deem appropriate

Background:

The City was approached by the Scott County Transit System (SCTS) seeking support from the City to apply for a grant through the Missouri Department of Transportation under the Federal Transit Administration Section 5339 Bus and Bus Facilities Program.

Section 5339 will provide 80% capital funding to replace, rehabilitate and purchase buses and related equipment and to construct bus-related facilities to eligible recipients. Scott County Transit System is seeking funding for five new vehicles totaling $431,904.00. The Transit's costs will be $86,380.80, which they already have in hand. There will be no cost to the City of Sikeston.

This ordinance allows the City to apply for the grant and execute contracts on behalf of Scott County Transit System. Staff recommends passage of this ordinance.

BILL Number 6382 **ORDINANCE Number 6382**

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6382 AND SHALL AUTHORIZE THE MAYOR AND CITY CLERK TO APPLY FOR FEDERAL FINANCIAL ASSISTANCE ON BEHALF OF THE SCOTT COUNTY TRANSIT SYSTEM (SCTS) AND TO EXECUTE ANY CONTRACT(S) RESULTING FROM SUCH APPLICATION FOR ANY GRANTS BETWEEN THE SCOTT COUNTY TRANSIT SYSTEM AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISION PROVIDING FOR CAPITAL, OPERATING, AND/OR MARKETING ASSISTANCE, COMPRISED OF FEDERAL FUNDS TO BE EXPENDED FOR COMMISSION-APPROVED TRANSIT PROJECTS.

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 Sikeston Municipal Code.

SECTION II: The Mayor is hereby authorized to apply for federal financial assistance on behalf of the Scott County Transit System and to execute any contract(s) resulting from such application for any grants between the Scott County Transit System and the Missouri Highways and Transportation Commission providing for capital, operating, and/or marketing assistance, comprised of federal funds to be expended for Commission-approved transit projects.

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

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

SECTION V: Emergency Clause. This Ordinance is adopted as an emergency measure to meet the dates set by Missouri Highways and Transportation Commission.

SECTION VI: Record of Passage:

A. Bill Number 6382 was introduced to Council and read the first time this 30th day of June 2025.

B. Bill Number 6382 was read the second time this 30th day of June 2025, discussed, and was voted as follows:

Baker_____, Drake _____, Lindsey _____, Robison _____,

Teachout_____, Ware _____, Turnbow _____,

thereby being _____ and becoming Ordinance 6382.

C. Upon passage by a majority of the Council, this Bill shall become Ordinance 6382 and shall be in full force and effect from and after June 30th, 2025.

_____
Greg Turnbow, Mayor

_____
Approved as to Form
Tabatha Graham, City Counselor

SEAL/ATTEST:

_____
Rhonda Council, City Clerk

SCTS
SCOTT COUNTY
TRANSIT SYSTEM

On behalf of Scott County Transit System, Inc. (SCTS) we are requesting your support as we apply for capital funding through the Missouri Department of Transportation (MoDOT) under the Federal Transit Administration's Section 5339 Bus and Bus Facilities Program.

This federal program is designed to help rural transit providers like ours replace aging vehicles and improve safety, reliability, and accessibility in our transportation systems. Section 5339 would cover up to 80% of the cost of new vehicles, with the remaining 20% funded locally.

We are applying for funding to purchase five new vehicles: three Chrysler Voyager minivans and two Ford E450 cutaways. For this application cycle, SCTS's required local match totals $86,380.80. These additions will allow us to restore full service and expand capacity to serve more residents.

At present, our fleet has been reduced to just four vehicles, only two of which are wheelchair accessible. Two vans were recently taken out of service due to significant maintenance issues. This reduction has made it increasingly difficult to maintain consistent service, resulting in delays for the people who rely on us most.

Between July 2024 and June 2025, we provided more than 15,000 one-way trips for senior citizens, individuals with disabilities, and other individuals who depend on reliable transportation to access employment, healthcare services, and daily necessities.

MoDOT requires a city ordinance, not just a resolution, authorizing the mayor to apply for and enter any contracts related to this grant. We've attached a sample ordinance provided by MoDOT for your reference.

We truly appreciate your partnership in supporting public transit in our community. If you have any questions about the program, project details, or next steps, I would be more than happy to provide additional information.

Respectfully,

Latricia Bowden
Office Manager
Scott County Transit System, Inc

	TOTAL	MoDOT (Federal)			
Agency	**COST**	**Share @ 80%**	**Quantity**	**Vehicle Description**	**Floor Plan**
Scott County Transit System, Inc	$ 73,590.00	$ 58,872.00	1	Chrysler Voyager LX Lowered Floor Mini Van	BBB - Side Entry
	$ 73,590.00	$ 58,872.00	1	Chrysler Voyager LX Lowered Floor Mini Van	BBB - Side Entry
	$ 73,590.00	$ 58,872.00	1	Chrysler Voyager LX Lowered Floor Mini Van	BBB - Side Entry
	$ 105,567.00	$ 84,453.60	1	Ford E450 Diamond Coach	II - Lowered Floor
	$ 105,567.00	$ 84,453.60	1	Ford E450 Diamond Coach	II - Lowered Floor
	$431,904.00	**$345,523.20**			