

TENTATIVE AGENDA

REGULAR CITY COUNCIL MEETING  
CITY HALL  
COUNCIL CHAMBERS  
105 E. CENTER ST., SIKESTON MO  
MONDAY, JULY 25, 2022  
5:00 P.M.

- I. CALL TO ORDER
- II. RECORD OF ATTENDANCE
- III. OPENING PRAYER
- IV. PLEDGE OF ALLEGIANCE
- V. ITEMS OF BUSINESS
  - A. 2<sup>nd</sup> Reading & Consideration, Bill #6270, Sewer Rate Increase
  - B. Authorize Issuance of RFQ 23-7, Fire Station 2 Owner's Representative Services
  - C. Award Bid for Widening of Highway 61
  - D. Approve Ground Lease to Sam Thomas for 130-134 Industrial Dr.
  - E. South Industrial Park Farm Lease
  - F. Authorization to Purchase Mobile LPR 3-Camera High-Definition System
  - G. Authorization to Purchase Backhoe
  - H. Authorization to Execute Contract for Provision of Residential Solid Waste Services
  - I. Approve Information Technology Purchases
  - J. Approve Request for Conditional Use Variance for In-Home Daycare Located at 815 Apache Dr.
  - K. Approve Request for Conditional Use Variance for In-Home Daycare Located at 1217 Sikes
  - L. Resolution 22-07-01, TAP Grant for Phase 3 of the Railroad Rail-to-Trail Project
  - M. Resolution 22-07-02, TAP Grant for Phase 2 of the Northwest SRTS Trail Project
  - N. 1<sup>st</sup> Reading, Bill #6273, Request to Annex 8.227 Acres known as Saddleridge South Second Addition on S. Illinois Ave.
  - O. 1<sup>st</sup> Reading, Bill #6274, Request to Rezone 8.227 Acres known as Saddleridge South Second Addition from Agriculture (AG) to Residential (R-1)
  - P. 1<sup>st</sup> Reading, Bill #6275, Request to Subdivide 8.227 Acres known as Saddleridge South Second Addition
  - Q. 1<sup>st</sup> Reading, Bill #6276, Amending City Code Chapter 135, Municipal Court
  - R. Other Items as May Be Determined During the Course of the Meeting
- VI. ADJOURNMENT

Dated this 19<sup>th</sup> day of July 2022.

Rhonda Council

Rhonda Council, City Clerk



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

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

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*Rick Landers, General Manager*

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6/17/22

Sikeston City Council  
105 E Center  
Sikeston, Mo 63801

RE: Wastewater Rate Increase

Dear Council Members,

In 2018, the BMU Board engaged the services of Utility Financial Solutions (UFS) to look at BMU wastewater rate design and needs to address capital infrastructure.

From this 2018 review, UFS prepared a rate design that showed the need for increases for five consecutive years. The BMU Board and the City Council approved the first three years of increases in September 2018. At that time, UFS felt the best approach would be to implement three years of the increases. Then do a second evaluation of the rate performance, the infrastructure needs, and update cost estimates to better determine the rate needed. The last of these three rate increases went into effect in January 2021.

Per the original plan, the second evaluation was performed by Waters Engineering, with the results provided in November 2021. Included in the study were revised engineering cost estimates for the immediate plant repairs, the plant headworks, and the cost of building a new wastewater plant. Upon review of the results, the BMU Board decided to recommend three consecutive wastewater increases in order to fund the more pressing repairs, the plant headworks and to reevaluate the rates needed for construction of a new wastewater plant at a later date.

The rates presented for your approval will increase the average residential customer's monthly sewer bill by \$14.23 over a period of three years. It is also to be noted that some of the aging infrastructure to be addressed has recently failed and the plant is no longer able to perform within the required limits. The combination of an inadequate headworks and aging equipment was finally too much to overcome.

On behalf of the BMU Board, I hereby request the Council's consideration and approval of these agreements.

Sincerely,

Rick Landers  
BMU General Manager

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6270 AND SHALL AMEND CHAPTER 705 SECTION 705.040 – SEWER-RATE SCHEDULE, OF THE CITY CODE OF THE CITY OF SIKESTON, MISSOURI.

WHEREAS, In 2018 Board of Municipal Utilities (BMU) engaged the services of Utility Financial Solutions (UFS) to look at BMU wastewater rate design and needs to address capital infrastructure, and

WHEREAS, From this 2018 review, UFS prepared a rate design that showed the need for increases for five consecutive years. The BMU Board and the City Council approved the first three years of increase in September 2018 and the last of these rate increases went into effect in January 2021, and

WHEREAS, A second evaluation of rate performance was conducted by Waters Engineering which included cost estimates for the immediate plant repairs, the plant headworks and the cost of building a new wastewater plant. The BMU Board decided to recommend three consecutive wastewater increases to fund the repairs, plant headworks and reevaluate the rates needed for construction of a new wastewater plant at a later date; and

WHEREAS, The rates presented will increase the average residential customer’s monthly sewer bill by \$14.23 over a period of three (3) years.

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

SECTION I: This Ordinance shall be codified in Title VII, Chapter 705 of the Sikeston Municipal Code.

SECTION II: Section 705.040 is hereby amended and shall read as follows:

**Section 705.040. Sewer – Rate Schedule.**

The sewer rates to be charged by the Board of Municipal Utilities of the City, from and after August 4, 2022, shall be in accordance with Exhibit A, which is on file in the City offices, attached to the ordinance codified in this Section and made a part hereof as if more fully set out in this section.

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

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

SECTION V: Record of Passage:

- A. Bill Number 6270 was introduced and read the first time this 27<sup>th</sup> day of June 2022.
- B. Bill Number 6270 was read the second time and discussed this 25th day of July, 2022, and voted as follows:

Self \_\_\_\_\_, Williams \_\_\_\_\_, Teachout \_\_\_\_\_, Leible \_\_\_\_\_,

Robison \_\_\_\_\_, Baker \_\_\_\_\_, and Turnbow \_\_\_\_\_,

thereby being \_\_\_\_\_,

and becoming Ordinance 6270.
- C. Ordinance 6270 shall be in full force and effect from and after August 24, 2022.

\_\_\_\_\_  
Greg Turnbow, Mayor

\_\_\_\_\_  
Approved as to form  
Tabatha Thurman, City Counselor

Seal / Attest:

\_\_\_\_\_  
Rhonda Council, City Clerk

**Sikeston BMU**  
**Sewer Rate Design**

Wastewater				
Monthly Facilities Charge				
Meter Size	Current	2022	2023	2024
3/4"	\$ 4.25	\$ 4.50	\$ 4.75	\$ 5.00
1"	\$ 4.25	\$ 4.50	\$ 4.75	\$ 5.00
1 1/2"	\$ 8.00	\$ 8.50	\$ 9.00	\$ 9.50
2"	\$ 13.00	\$ 13.75	\$ 14.50	\$ 15.25
3"	\$ 55.00	\$ 58.25	\$ 61.50	\$ 64.75
4"	\$ 100.00	\$ 105.00	\$ 112.50	\$ 120.00
6"	\$ 250.00	\$ 265.00	\$ 280.00	\$ 295.00
8"	\$ 375.00	\$ 400.00	\$ 420.00	\$ 440.00
Volume Charge				
Usage	Current	2022	2023	2024
Per 1,000 Gallons	\$ 3.12	\$ 4.64	\$ 5.19	\$ 5.82





# Sikeston BMU Wastewater Rate Design



Mark Beauchamp, CPA, CMA, MBA  
President, Utility Financial Solutions

# South Wastewater Treatment Plant

## Three Plants in One:

### Plant 001 - 1954

- Mothballed
- Beyond reasonable to reopen

### Plant 002 - 1968

- Contact stabilization
- Approximately 2 – 2.5 MGD capacity when new
- Valves worn out
- Both clarifiers have been rebuilt
- Concrete cracking
- Blowers and controls have been rebuilt multiple times; new blowers needed
- Roof and buildings in need of repair
- Air leaks
- At end of life

### Plant 003 - 1988

- Oxidation ditch
- Approximately 2 MGD capacity when new
- Needs major overhaul
- Cannot shut down for repairs due to lack of capacity
- Controls completely rusted and unusable
- One clarifier has been rebuilt
- Aerators need to be rebuilt

# South Wastewater Treatment Plant





# South Wastewater Treatment Plant

No longer performing at an acceptable level due to:

- Aged equipment needing rebuilding or maintenance
  - It is not possible to shut the plant down long enough to perform the required maintenance and still meet the service requirements
- Equipment being used differently than originally designed
  - The main equipment being used outside of its design are the Headworks and sludge handling systems which are shared by plants 002 and 003
    - Headworks does not have the ability to screen out trash coming in, causing the plant to “plug up”
    - Sludge handling system also in need of improvements to be done at a later date

# Compliance Concerns

The State of Missouri issues NPDES discharge permits with renewal every 5 years

- Discharge limits have been progressively lowered with each successive renewal
- With the most recent permit changes, the plant is challenged to meet current regulations
- Current permits expire in September of 2025
- New permits will likely be issued in 2026 and new permit limits requiring increased levels of treatment could come that soon
  - It is probable that a new plant would not need to be in service before 2030

# Waters Engineering Findings

Based on study of the system over the last 10 years, the following results were presented on 11/18/21. The planning for growth included a 25% increase in system loading for the City proper and doubling of the flow from the Industrial park over a 20-year planning period

## Phase 1

Cleaning, repair, and replacement items needed to meet existing demands

- Timing: Immediately
- Cost: \$3,050,000

## Phase 2

Find and correct stormwater inflow sources found in collection system

- Timing: Already begun, to continue over the next 10 years
- Cost: \$200,000 per year

## Phase 3

Replace three lift stations and install two new force mains

- Timing: Over the next 5 years
- Cost: \$3,000,000

## Phase 4

Construct new headworks and replace plant pumping station

- Timing: As soon as possible
- Cost: \$9,400,000

## Phase 5

New Wastewater Treatment Plant

- Timing: After 2026 permit renewal process; no sooner than 2030
- Cost: \$48,000,000

# Summary of Action Items

(due to deteriorating conditions and inflation, estimated costs are increasing rapidly)

Complete Phases 1 and 4 at a cost of \$12,450,000

Continue with Phase 2 at a cost of \$200,000 per year for the next 10 years

Phase 3 work over the next five years at a cost of \$3,000,000

Phase 5 becomes an action item if the South Plant can no longer comply with environmental regulations or requires some other major investment



# Phase I Plant Repairs and Replacements





# Phase 4 Headworks





## Phase 4 Headworks (cont.)



# Funding

## Consumer Wastewater Rates

- Traditional funding source – Utility Financial Solutions rate review

## Grants

- Goal is to secure as much grant funding as possible
- BMU has provided the DNR with information on several projects for which we would seek grant funding and will stay engaged in this process

# Residential Wastewater

## Change in Monthly Cost for Average 5,000-gallon user

July 1, 2022	July 1, 2023	July 1, 2024
\$7.84	\$3.03	\$3.36

# Wastewater Rate Comparison

## Monthly Average Residential Wastewater Bill of Missouri Cities

Updated : 04/13/2022	
	<b>Monthly Sewer Bill</b>
<b>Community</b>	<b>(5,000-gallon user)</b>
Dexter	\$ 14.75
Sikeston Current	\$ 19.85
West Plains	\$ 20.59
Kennett	\$ 24.95
Bertrand	\$ 25.00
New Madrid	\$ 25.58
East Prairie	\$ 27.50
Morehouse	\$ 27.50
Sikeston 2023	\$ 27.69
Charleston	\$ 28.02
Scott City	\$ 28.50
Columbia	\$ 29.41
Poplar Bluff	\$ 29.50
Sikeston 2024	\$ 30.72
Cape Girardeau	\$ 31.13
Jackson	\$ 31.41
Carthage	\$ 32.35
Sikeston 2025	\$ 34.08
Springfield	\$ 39.40
Farmington	\$ 39.85
Fulton	\$ 41.80
Morley	\$ 45.00
Perryville	\$ 47.88

# **Council Letter**

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Date of Meeting: July 25, 2022

Originating Department: City Manager

To the Mayor and City Council:

Subject: RFQ for Owner's Rep Services – Fire Station 2 Design and Construction

Attachment(s):

1. RFQ

Action Options:

1. Approve release of RFQ
2. Other Action Council May Deem Necessary

Background:

Staff seeks Council authorization to release a Request for Qualifications (RFQ) for Owner's Representative (OR) Services. The OR will oversee the planning, design, and construction of the new Fire Station 2.

The OR will have primary management responsibility for the project and shall serve as the City's main point of contact and liaison between the architect/engineer, general contractor, and other consultants and vendors throughout the duration of the project, including pre-construction and construction.

Preconstruction phase services include such tasks as:

- Determining space needs for the new building.
- Determining a project budget and timetable.
- Obtaining professional services such as architects, surveyors, and other consultant as needed.
- Represent the City's interests of quality, timely and cost-sensitive design.
- Review and comment on the architect's plans and specifications.
- Assist with the bidding process for the construction phase of the project, including pre-bid conferences, reviewing bids, and recommending bid award to the City.

Construction phase services include such tasks as:

- Oversee day to day work of the contractor to ensure contract compliance, providing a single point of contact for all parties.
- Conduct regular onsite meetings with City and contractors to review progress.
- Review all pay requests and make recommendations to the City.
- Review all make recommendations regarding any change orders.
- Track project schedule, weather delays, work schedules of contractors and other relevant data.
- Notify City of any deviations from the contract, plans, or schedule, or any other problems with the project's process.
- Oversee final close out of the project including resolving of all claims and payments, and obtaining occupancy and other permits.

Responses to the RFQ will be reviewed according to selection criteria including qualifications of the firm, qualifications of personnel to be assigned to our project, experience on similar projects, and references from owners previously represented by the firms. After a firm is selected based on qualifications, the City will negotiate a contract including price for the services. If a contract cannot be negotiated at a price determined by the City to be fair and reasonable, the City will negotiate with another proposer or reject all proposals and start the RFQ process over.

**RFQ # 23-7**  
**Request for Qualifications for**  
**Owner's Representative Services for the**  
**City of Sikeston, Missouri**

**Submittal Date**

August 31 ,2022, 1:30 p.m. central time

**Address**

City of Sikeston  
Attn: RFQ 23-7  
105 E Center Street  
Sikeston, MO 63801

**Issuance Date**

July 26, 2022



**REQUEST FOR QUALIFICATIONS (RFQ) FOR OWNER'S  
REPRESENTATIVE SERVICES**

The City of Sikeston is soliciting qualifications from firms to provide comprehensive **Owner's Representative Services for the design and construction of a new fire station to replace the existing Fire Station No. 2.**

Qualifications will be accepted until 1:30 p.m. C.T., on Wednesday, August 31, 2022 at:

City of Sikeston  
Attn: RFQ 23-7  
105 E Center Street  
Sikeston, MO 63801

All questions or comments regarding this solicitation package must be submitted in writing to James McMillen by e-mail to [jbmcml@sikeston.org](mailto:jbmcml@sikeston.org) no later than Wednesday, August 24, 2022, 1:30 p.m. C.T.

Qualified firms are required to submit their qualifications in accordance with these solicitation requirements. Three (3) hard copies of your response and one electronic copy (Adobe PDF) must be submitted.

The City of Sikeston reserves the right to reject any or all responses, or any part thereof, or issue addenda to the request, or accept any proposal deemed to be in the best interest of the City of Sikeston.

## **SCOPE OF SERVICES**

The City of Sikeston (herein after the “City”) intends to engage a firm to provide Owner’s Representation Services (herein after the “OR”) for the design and construction of a replacement Fire Station No. 2, which is currently located at 506 N. Main Street, houses at 24/7 crew and multiple pieces of apparatus and other equipment, and is one of three fire stations in the city. The City has acquired the necessary property and is working on financing to allow for the necessary funding to be in place for the project. Once the project is completed, the existing fire station operations will move from the existing Fire Station No. 2 to the new Station No 2.

The OR will oversee the planning, design and construction of all aspects of the Project.

As a condition to the contract award, the selected OR is required to enter into an agreement with the City for the performance of the services defined herein.

The selected OR shall not be permitted to bid on or perform any of the actual construction on the Project, nor shall any construction firm controlled or partially owned by the OR be allowed to bid on or perform work for the Project. The OR shall be allowed to provide basic services for which specific reimbursement provisions are included in the general conditions to the OR’s contract with the City. The actual construction work on the Project shall be awarded through a competitive bid process.

The OR, in general, shall have primary management responsibility for the Project and shall coordinate all Project matters. As such, the OR shall serve as the City’s main point of contact and liaison between the architect/engineer, general contractor, and other consultants and vendors throughout the duration of the Project.

The OR shall advocate for the City’s interests of quality, timely and cost-sensitive design and construction while maintaining professional relationships with all consultants, partners and vendors.

The OR will be responsible for overseeing the delivery of the Project at the best and lowest price in the marketplace and highest degree of functionality and quality. However, the OR will not replace the architect/engineer, general contractor, and other consultants, though the OR may provide evaluations and recommendations on same.

OR shall be able to perform all services identified on Exhibit A – Scope of Services, for the Project.

## **SUBMITTAL REQUIREMENTS**

Responses must be organized according to the sections listed below. Responses should be of sufficient length and detail to demonstrate the proposer has a thorough understanding of the skills necessary to deliver the services requested.

### **1. General Information**

Provide a company profile including principal areas of expertise and experience providing Owner's Representative Services to publicly-funded entities in the State of Missouri. Proposals must also include the following information:

- Date, state and type of business organization (close, general, or S corporation; LLC or PLLC; sole proprietorship).
- Federal and state tax ID numbers.
- Names of Owners, Principals and/or Officers.
- The name, title, e-mail address, mailing address, fax and telephone number of the officer authorized to represent the proposer in any correspondence, negotiations and sign any contract that may result.
- The project manager's name, title, e-mail address, mailing address, fax and telephone number.

### **2. Project Understanding & Approach**

Identify how your firm has the ability to perform the services defined herein (Exhibit A), what services your firm will employ and why, your approach to doing so and if any third-party consultants are required to complete the services.

### **3. Staffing Proposal and Staff Experience**

Provide a staffing proposal that includes an organizational chart of the proposed team and résumés of key personnel. Proposals must include the following information:

- The firm must provide a single point of contact for the Project.
- Key personnel's resumes including name, title, education, experience, references, professional affiliations, certifications, licenses and registrations. Clearly define projects managed by those individuals in the role of an Owner Representative or Construction Management Advisor (not Architect, Engineer, General Contractor or any other role on the project). Clearly define projects managed by those individuals that are similar to this Project type in scope of work and purpose. Only include resumes for individuals that will be actively engaged in the Project.

- Identify any external sub-consultants and describe their roles and responsibilities with the Project Team.
- Describe the firm's contingency plan to respond with appropriate back-up staff in the case of death, disability, illness or separation.
- Though the Owner's Representative will not be asked to perform the services of a professional licensed engineer, the City would like the professional services provided by the Owner's Representative to be performed or managed by a licensed professional. As such, please identify a member of your project team that is a licensed Professional Engineer.

#### **4. Similar Project Experience & References**

Please provide a chronological list of all projects completed by your firm in the role of Owner's Representative or Construction Management Advisor for a Municipal Fire Department, Fire District or County Government. Please provide information on those projects (from the list above) that were completed in the past five years including: Client name, brief descriptions of project, date completed, constructed value, the name of the proposed staff that was involved (and their role) and an owner reference including name, title, phone number and e-mail address.

#### **SUBMITTAL FORMAT**

The owner, principal, or corporate officer authorized to bind the responding firm shall sign the Proposal attesting that all the information provided is true.

To be considered, one (1) electronic copy and three (3) hardcopies of your proposal must be submitted by Wednesday, August 31, 2022 by 1:30 p.m. central time to:

City of Sikeston  
Attn: RFQ 23-7  
105 E Center Street  
Sikeston, MO 63801

## **SELECTION CRITERIA**

Proposals will be evaluated using the following criteria:

- Qualifications and experience of the proposer;
- Demonstrations of proposer's ability to perform projects comparable in design, scope, and complexity to the Project;
- Demonstration of good faith efforts to achieve compliance with federal, state, and local affirmative action requirements;
- Qualifications of proposer personnel who will manage the Project;
- Demonstration of successful management systems which proposer has employed for the purposes of estimating, scheduling, and controlling costs; and
- References from owners for whom OR services have been performed.

## **CONTRACT AWARD**

The City will evaluate and rank responses to the Request for Qualifications based on the established selection criteria. The City may choose to interview respondents before making a selection. Recommendation for contract award will be contingent on successful negotiation of contract terms. If a contract cannot be successfully negotiated with the selected firm at a price determined to be fair and reasonable, the City reserves that right to negotiate with another proposer or to reject all proposals.

## GENERAL TERMS

1. Nothing contained here will create any contractual relationship between the City and the firm submitting a proposal. Statements contained in the response of the successful proposer may become part of the agreement for services.
2. Information received from each firm will become the property of the City.
3. The City reserves the right to accept or reject any or all submittals, or any part thereof, or waive any irregularities or defects in same, and to award the contract to any firm deemed to be in the best interest of the City.
4. The City is not responsible for any costs incurred by any firm for any work performed relative to the preparation of the response or subsequent negotiations of a contract for the services described herein.
5. All successful Proposers on City contracts for services in excess of \$5000 must provide the City with documentation and a sworn affidavit, substantially in the form of the Federal Work Authorization Program ("FWAP") Affidavit attached hereto as Exhibit B, with respect to employees working in connection with the contracted services, affirming enrollment in a FWAP. The affidavit shall also provide that the Proposer does not knowingly employ any person in connection with the contracted services who is an unauthorized alien. Such affidavits must be provided no later than the execution of an Agreement with the City. Subcontractors must provide similar affidavits to its general contractors when the general contractor hires the subcontractor. A contractor or subcontractor is not required to perform an electronic verification check on employees hired before January 1, 2009.
6. The selected OR is required to enter into an Agreement with the City for the Project, which shall include but not be limited to the following terms and conditions:
  - Indemnification. OR agrees to indemnify and defend and hold harmless the City, together with its board of aldermen, officers, representatives, agents, and employees from and against any and all losses, suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, reasonable attorney fees, costs and expenses of whatsoever kind or nature whether arising before or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any action, omission, fault or negligence whether active or passive of OR, or of anyone acting under its direction or control or on its behalf in connection with or incidents to the performance of services pursuant to this Agreement.
  - Insurance. OR shall procure and maintain during the period of this Agreement insurance, as follows:
    - (a) Workers' Compensation as required by law and employer's liability coverage in an amount not less than \$2,000,000.

(b) Commercial general liability which provides combined single limit coverage, including property damage and bodily injury, including:

Death	\$2,000,000 each person
	\$2,000,000 each occurrence
Property Damage	\$2,000,000 each occurrence
	\$2,000,000 general aggregate

(c) Automobile liability, which provides combined single limit coverage, including:

Death	\$2,000,000 each person
	\$2,000,000 each occurrence

Property Damage	\$2,000,000 each accident
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(d) Professional liability

	\$2,000,000 each occurrence
	\$2,000,000 general aggregate

The commercial general liability policy shall be endorsed to cover the liability of OR hereunder. The City shall be named as an additional insured on the commercial general liability and automobile liability policies and such insurance shall be primary and non-contributory with respect to any insurance maintained by the City. Each such policy shall be written by a company or companies licensed to do business in the state of Missouri and acceptable to the City. Certificates of insurance shall be furnished to City prior to the commencement of the Work. Each such policy shall provide that it shall not be canceled or altered, without 15 days prior written notice to City. The certificate of insurance must state "City of Sikeston" is an additional insured on a primary and non-contributory basis."

- Immunity Retention. By execution and performance of this Agreement, the City does not intend to, nor shall it be deemed to have waived or relinquished any immunity or defense on behalf of the City, and the City 's board members, officers, directors, servants, employees, agents, successors or assigns.
- FWAP Documentation. OR has provided to the City, or will provide to the City, no later than the execution of this Agreement, all documentation and required affidavits that OR has enrolled in, and participates in, a Federal Work Authorization Program, as required by Section 285.530 Missouri Revised Statutes with respect to the employees working in connection with the contracted services. OR shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

## **EXHIBIT A**

### **Preconstruction Phase Services**

Owner's Representative, in general, shall have primary management responsibility for the Project and shall coordinate all Project matters.

Owner's Representative shall attend regular meetings with the design team and owner during design development.

Owner's Representative shall furnish to the Owner timely reports containing (a) the status of the Project; (b) a comparison of the Project budget to costs incurred through the date of the report; (c) a comparison of the Project schedule to the work actually completed through the date of the report; (d) any revision to the Project schedule or Project budget made during the time period covered by the report; (e) a summary of change orders made during the time period covered by the report; (f) a list of all pending change orders and all outstanding issues requiring action or approval by Owner; (g) the status of any governmental requirements and activities required to facilitate approval of the Project; and (h) any other reports concerning the Project as Owner may reasonably request.

Owner's Representative shall assist the Owner in selecting, retaining and coordinating the professional services of all design consultants, surveyors, special consultants and testing laboratories required for the Project.

Owner's Representative shall prepare and submit to Owner a preliminary estimated schedule for completion of the design and construction of the Project, the various major activities to be undertaken in connection with the Project, and the approximate timing of the commencement and completion of such activities, which Owner's Representative shall monitor and revise from time to time throughout the Term (the "Project Schedule")

Owner's Representative shall (i) prepare and update cost estimates for the estimated Project costs to be incurred by Owner in designing and constructing the Project. Project Costs Estimate be general contractor grade with detailed material quantity "take-offs" and unit cost. Project Costs Estimate shall also include a summary sheet with separate line items for each cost category included in the Project cost; with line items for anticipated contracts and subcontracts, and (ii) evaluate pricing for alternative building and engineering systems.

With the agreed-upon Project Budget, the Owner's Representative shall provide cash flow projections for the Owner's financial consultants.

In consultation with the Architect and Engineers, Owner's Representative shall provide value engineering services to analyze and make recommendations concerning availability of materials and labor, time requirements for installation and construction, and other factors related to costs, including costs of alternative designs or materials, and possible cost reductions and economies. Owner's Representative shall provide value engineering recommendations to Owner, but the final decision will, in every instance, be Owner's decision.



Owner's Representative shall provide recommendations to the Owner and Architect regarding construction feasibility, availability of materials and labor, time requirements for installation and construction, and factors relating to costs, including costs of alternative designs or materials in a manner consistent with the Project Program, Budget, and Schedule, and possible cost reductions and economies if and when necessary to reconcile the Project Budget, Program, and Schedule.

Owner's Representative shall review and comment on the drawings and specifications for the Project (the "Construction Documents"), as they are prepared by the Architect. Owner's Representative shall prepare a detailed constructability and coordination report.

Owner's Representative shall provide Site Logistics and Operation Impact Plans for each project and for inclusion in the Bid Documents.

Owner's Representative shall act as the Owner's Representative in coordinating and assisting the Architect in the preparation of bid documents. The owner's Representative shall manage the bid process and execution of contracts in accordance with the Owner's requirements.

Owner's Representative shall assist the Architect in obtaining agency approvals for the Project; coordinate with the various governmental agencies having permit responsibilities for the Project; represent the Owner at meetings of the applicable governmental units; recommend to the Owner appropriate policies or decisions to be followed on public matters affecting the Project; direct the Architect to ascertain whether there are any significant building code or other governmental compliance issues; coordinate with the Contractor the obtaining of necessary building permits or other necessary construction approvals for the Project; and advise the Owner as to any material issues noted by the Architect.

Owner's Representative shall assist with pre-bid conferences to familiarize bidders with the bid documents and any special or unique systems, materials or methods.

Owner's Representative shall review bids, prepare analyses and make recommendations to Owner for the award of a contract for the Project.

Owner's Representative shall assist with the design, procurement and coordination of FF&E (Furniture, Fixtures, and Equipment) Information Technology, Security, Audio/Visual, Signage, Testing Services, Temporary Facilities and other Owner Directly Procured building systems.

### **Construction Phase Services**

Owner Representative shall have the ability to perform construction management services required to manage multiple primes in lieu of a General Contractor.

Owner's Representative shall provide recommendations regarding each Contractor's proposed mobilization schedule, temporary Project facilities, equipment, materials and services during construction and the assignment of responsibilities relating to the same.

Owner's Representative shall conduct pre-award conferences with the best and lowest respondent for a Project construction contract; advise Owner regarding the negotiation of business terms of each Project construction contract; and advise Owner on the acceptability of Contractor for the Project.

Owner's Representative shall review and process vendor insurance certificates, surety bonds, sworn statements and waivers for contract compliance.

Owner's Representative shall make recommendations as to the timely and economical purchases of materials and equipment; and monitor the purchase of such items.

After Owner awards each Project construction contract and before the Contractor commences work on the site, Owner's Representative shall assist Owner in the preparation of all necessary site logistics plans, traffic flow diagrams and plans for the performance of the applicable work as a result of the review and coordination of the contractor's implementation plan, showing the use of designated roadways or street lights, the closing of any roadways, streets and/or sidewalks, and the re-routing of any traffic; and assist in obtaining necessary government approvals required to implement such traffic plans.

Owner's Representative shall represent the Owner in its communications with the Architect, Contractor, and Consultant(s); schedule, attend and conduct progress meetings, regular on-site meetings to review construction progress and pay requests and to provide appropriate recommendations to the Owner concerning the Owner's decisions on construction matters, including, where necessary, alternative designs or materials; and coordinate, review and advise the Owner concerning, change orders, submittals, and requests for information.

Owner's Representative shall (i) assist and review the processing of change orders, (ii) advise Owner concerning the change orders necessity and recommended cost of change orders, and (iii) negotiate, on Owner's behalf, all change orders with Contractor. The final Project Budget and/or Project Schedule, as applicable, will be revised to reflect approved change orders.

The owner's Representative shall review applications for payment by the Contractor and make written recommendations to the Owner concerning the payment.

The owner's Representative shall direct the Contractor (and others, where appropriate) to prepare and update a critical path schedule for completion of the applicable work. In the event of delays impacting the critical path schedule, the Owner's Representative shall make recommendations to Owner for corrective action by the Contractor and review the Contractor's recommendations for corrective action.

Owner's Representative shall coordinate the Architect's review and approval of shop drawings, product data and other submittals by the Contractor.

In conjunction with the Contractor who has prime contractual responsibility, the Owner's Representative shall additionally review and advise the Owner concerning the adequacy of the Contractor's personnel and equipment, and the availability of materials and supplies to meet the Contractor's schedules in relation to the Project Schedule.

Owner's Representative shall enforce the Contractor's contract to maintain a daily log containing the number of workers, equipment, work accomplished, daily weather, problems encountered and other relevant data as the Owner may require. Although Owner's Representative shall not guarantee the performance by Contractor, Owner's Representative shall recommend courses of action to the Owner when Owner or Owner's Representative becomes aware that requirements of any Project construction contract are not being fulfilled, or when Contractor falls behind in its schedule; shall communicate

recommendations, as directed by the Owner, to Contractor on behalf of the Owner; shall monitor Contractor's performance of such recommendations; and shall report Contractor's progress to the Owner on at least a monthly basis.

Owner's Representative shall notify the Owner in writing, with photos and supporting documentation if Owner's Representative becomes aware that the work of Contractor is not being performed in accordance with the requirements of the Contract Documents. As appropriate, Owner's Representative shall have authority, with written authorization from the Owner, to require additional inspection or testing of the work in accordance with the provisions of the Contract Documents, whether or not such work is covered, installed or completed. Owner's Representative shall review any and all test reports and notify the Owner, the Architect and the Contractor, as appropriate, of deficiencies in the work of which Owner's Representative becomes aware and shall advise the Owner of projected consequences of such default and shall make recommendations to Owner with respect thereto. With the written authorization of the Owner, the Owner's Representative shall reject work that does not conform to the requirements of the applicable Contract Documents.

The owner's Representative shall advise the Owner concerning the procurement of building materials by the Contractor regarding budget and schedule implications.

The Owner's Representative shall attend the on-site review of the Project to confirm substantial and final completion of the construction of the Project and notify Owner when Owner's Representative believes the work under a Project construction contract is substantially complete and that a punch list should be prepared.

Owner's Representative shall coordinate with the Architect in its review of the work to enable the Architect to determine the date of substantial completion. At the substantial completion by Contractor of the work, monitor the Architect in its inspection of the work and preparation of a detailed "punch list" specifying any items which require completion, installation, correction or repair. The owner's Representative will consult with the Owner and/or Architect in connection with recommendations for the rejection and replacement of all nonconforming work, as appropriate.

Owner's Representative shall obtain from Contractor record drawings or, if required by the applicable Project construction contract, "as-built" drawings, as construction completes.

Together with the Architect and Owner, the Owner's Representative shall monitor and observe the testing and start-up of all utilities, systems and equipment for the Project and review test reports.

Owner's Representative shall complete the final close-out of the Project by (i) obtaining, or causing the Contractor to obtain, all government approvals required for the legal use and occupancy of the Project, (ii) obtaining all warranties, guarantees, bonds, insurance certificates, installation manuals, and other items required pursuant to the Project construction contracts, (iii) obtaining all affidavits, waivers, and releases the Contractors are required to provide pursuant to the Project construction contracts to achieve final completion of the Project, (iv) analyzing all claims (including change order disputes and other claims for extra compensation) asserted by the Contractors and the Architect, (v) collecting and/or otherwise resolving any and all back charge claims that Owner may assert against any Architect or Contractors, including assistance with any legal proceedings instituted by Owner and/or any Architect or Contractor, and/or (vi) representing Owner at meetings and/or inspections scheduled by Owner and held to resolve problems relating to design, physical condition or operation of the Project to seek enforcement of warranties.

**EXHIBIT B**

**AFFIDAVIT OF COMPLIANCE WITH SECTION 285.500 RSMo et seq.**

(REQUIRED FOR CONTRACTS FOR PROVISION OF SERVICES IN EXCESS OF \$5,000)

STATE OF \_\_\_\_\_)

\_\_\_\_\_)ss  
COUNTY OF \_\_\_\_\_)

Before me, the undersigned Notary Public, \_\_\_\_\_ (Name) personally

appeared who is \_\_\_\_\_ (Title) of \_\_\_\_\_ (company name)

and after being sworn did depose and say:

(1) that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and

(2) that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 RSMo, et seq.

**Documentation of participation in a federal work authorization program is attached to this affidavit.**

\_\_\_\_\_  
Signature (Person with Authority)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ (Month, Year).

My commission expires:

\_\_\_\_\_

**Bidder's signature MUST appear on this form. Signature of bidder indicated he/she understands and will comply with the terms and conditions set forth within the Invitation for Bid.**

**CITY OF SIKESTON**  
**Non-Kickback and Non-Collusion Affidavit**

I, being of lawful age and a duly authorized agent for \_\_\_\_\_, regarding the attached bid, proposal, or contract with the City of Sikeston, Missouri for \_\_\_\_\_, do hereby swear/affirm that this affidavit is true and correct.

Furthermore, I swear/affirm that neither I, nor the firm, company or corporation, or any other employer for whom I am an authorized agent in this matter, has been a party to any collusion, among bidders or other competitors in restraint of freedom of competition by causing or contributing to cause anyone to refrain from bidding, or by being a party to any agreement or understanding among or between any persons, firms, or corporations to bid at a fixed or determinable price.

Furthermore, I swear/affirm that neither I, nor the firm, company or corporation, or any other employer for whom I am an authorized agent have been a party to any collusion with any city official or employee of the City of Sikeston as to quantity, quality, or price in this prospective bid, contract or proposal; or any other terms of said undertaking; nor have I or we been a party to any discussion between other competitors and any official of the City of Sikeston concerning the exchange of money or other things of value for special consideration in the letting of this bid, proposal or contract.

I do hereby swear/affirm that the work, contractual undertaking, services or materials as described by this invoice or other billing claim has been delivered, completed, or supplied in accordance with the specifications, orders, bids, requests, or contract furnished and executed by the City of Sikeston, Missouri for the above mentioned bid. Furthermore, no consideration, either directly or indirectly, has or will be made to any elected official, officer or employee of the City of Sikeston or any other person, firm or corporation to obtain payment of the claim or to procure the contract or purchase order pursuant to which this claim is made.

**Bidder's Signature**

Please type or print name and address of bidder.

Phone Number

STATE OF \_\_\_\_\_ )  
 )SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally appeared \_\_\_\_\_, to me known to be the person(s) described in and who executed the forgoing instrument and acknowledged that they executed the same as their free act and deed.

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

**Signature**

**Notary Public**

My Commission expires: \_\_\_\_\_

# **Council Letter**

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Date of Meeting: 22-07-25

Originating Department: Public Works Department

To the Mayor and City Council:

Subject: Award, Bid #22-74 US61 Widening and Signalization Project

Attachments:

1. Bid Tabulation Sheet
2. Engineer's Recommendation Letter
3. MoDOT Letter of Concurrence

Action Options:

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

Background:

On July 7, 2022, the City opened bids for the US61 Widening and Signalization Project, Bid 22-74 (J9S3767). This was a rebid from the previous time when the over-estimate bid was rejected. One responsive bid was received this time, also, from Fronabarger Concreters, Inc.

Fronabargers bid was for the amount of \$1,647,829.48. This is under the engineer's estimate, and staff is requesting that Council award Bid #22-74 (Project J9S3767) to Fronabarger Concreters, Inc. for \$1,647,829.48.

A letter of concurrence from MoDOT is attached for your review.



**BACON | FARMER | WORKMAN**  
**ENGINEERING & TESTING, INC.**  
3065 WILLIAM STREET, SUITE 305 | CAPE GIRARDEAU, MO 63701

July 11, 2022

Jay Lancaster, Public Works Director  
City of Sikeston  
105 E. Center Street  
Sikeston, MO 63801

Re: US61 Widening Project, MoDOT Job No. J9S3767

Dear Mr. Lancaster:

On July 7, 2022, at your office, bids were opened for the above-mentioned project. There was one bid received and opened with results as follows:

Fronabarger Concreters, Inc., Bid Amount = \$1,647,829.48

Analysis of the bid documents submitted for this company indicates that all necessary supporting documentation was included in the bid package and is considered responsive.

After study of submitted bid documents and comparison to the Engineer's estimate for prepared prior to project letting, I've found that the bid by Fronabarger Concreters Inc. is 5.7% lower than the engineers estimate of cost prepared prior to bidding.

In accordance with MoDOT LPA procedure, I recommend that this bid be awarded to Fronabarger Concreters Inc.

Please advise if additional information is required.

Sincerely,

Barry Horst  
Bacon Farmer Workman Engineering & Testing, Inc.

[www.bfwengineers.com](http://www.bfwengineers.com)





**BACON | FARMER | WORKMAN**  
ENGINEERING & TESTING, INC.

**BID OPENING**

Date: July 7, 2022 1:30 p.m. (local time)

Place: Sikeston, Missouri City Hall

**SUMMARY OF BID PROPOSALS RECEIVED FOR  
1, Missouri US 61 Five Lane Widening Improvements**

Project Name: US 61 5-Lane Widening Improvements  
MoDOT Job No. J9S3767  
Client: Sikeston, Missouri  
Job Number: 21384  
Date: July 7, 2022

105 E. Center St., Sikeston, MO 63801

**Base Bid Items**

No.	Item Description	Quantity	Unit	Total	Fromabarger Estimate	Unit Cost	Total	Unit Cost	Total
1049910	MISC. TEMPORARY SURFACING	30	TONS	\$ 792.00	\$ 1,500.00		\$ -		\$ -
2022010	REMOVAL OF IMPROVEMENTS	1	LS	\$ 65,000.00	\$ 95,000.00		\$ -		\$ -
2031000	CLASS A EXCAVATION	1,390	CY	\$ 13,205.00	\$ 27,800.00		\$ -		\$ -
2035500	EMBANKMENT IN PLACE	1,422	CY	\$ 17,775.00	\$ 56,880.00		\$ -		\$ -
2036000	COMPACTING EMBANKMENT	1,112	CY	\$ 2,780.00	\$ 8,896.00		\$ -		\$ -
2037075	COMPACTING IN CUT	22	STA	\$ 17,303.00	\$ 18,700.00		\$ -		\$ -
2063000	CLASS 3 EXCAVATION	319	CY	\$ 6,061.00	\$ 7,975.00		\$ -		\$ -
2064000	POROUS BACKFILL	19	CY	\$ 1,672.00	\$ 950.00		\$ -		\$ -
3040506	TYPE 5 AGG. FOR BASE (6 IN. THICK)	9,336	SY	\$ 154,044.00	\$ 79,356.00		\$ -		\$ -
3105002	GRAVEL (A) OR CRUSHED STONE (B)	31	TONS	\$ 1,364.00	\$ 1,705.00		\$ -		\$ -
4011209	BIT. PAVT. MIXTURE PG64-22 (BP-1)	835	TONS	\$ 93,937.50	\$ 91,850.00		\$ -		\$ -
4071005	TACK COAT	815	GAL	\$ 4,075.00	\$ 2,445.00		\$ -		\$ -
5021108	CONCRETE PAVT. (8 IN. NON-REINF.)	7,298.6	SY	\$ 521,849.90	\$ 474,409.00		\$ -		\$ -
5021341	TYPE A3 SHOULDER	2,037.5	SY	\$ 60,717.50	\$ 81,500.00		\$ -		\$ -
6083006	6 IN. CONCRETE MEDIAN STRIP	138	SY	\$ 27,600.00	\$ 11,040.00		\$ -		\$ -
6085008	PAVED APPROACH, 8 IN.	202	SY	\$ 40,400.00	\$ 16,160.00		\$ -		\$ -
6097000	ROCK LINING	6	CY	\$ 468.60	\$ 600.00		\$ -		\$ -
6141022	GRATE AND BEARING PLATE (3 FT. X 3 FT.)	4	EA	\$ 8,800.00	\$ 8,000.00		\$ -		\$ -
6161005	CONSTRUCTION SIGNS	324	SF	\$ 2,494.80	\$ 2,754.00		\$ -		\$ -
6161008	ADVANCED WARNING RAIL SYSTEM	4	EA	\$ 264.00	\$ 180.00		\$ -		\$ -
6161025	CHANNELIZER (TRIM LINE)	88	EA	\$ 1,742.40	\$ 2,200.00		\$ -		\$ -
6161030	TYPE III MOVABLE BARRICADE	2	EA	\$ 420.00	\$ 330.00		\$ -		\$ -
6161033	DIRECTIONAL INDICATOR BARRICADE	8	EA	\$ 484.00	\$ 800.00		\$ -		\$ -
6161040	FLASHING ARROW PANEL	1	EA	\$ 1,100.00	\$ 1,200.00		\$ -		\$ -
6161070	TUBULAR MARKER	126	EA	\$ 7,560.00	\$ 25,200.00		\$ -		\$ -
6161098A	CMS W/O COMMUNICATION INTERFACE, CONTRACTOR FURNISHED/RETAINED	2	EA	\$ 7,700.00	\$ 10,000.00		\$ -		\$ -
6181000	MOBILIZATION	1	LS	\$ 210,000.00	\$ 172,000.00		\$ -		\$ -



6181020	ADDITIONAL MOBILIZATION FOR SEEDING	1	EA	\$	600.00	\$	650.00		\$	-	\$	-
6191000	PAVEMENT EDGE TREATMENT	4,400	LF	\$	13,200.00	\$	4,400.00		\$	-	\$	-
6200015	PREFORMED THERMOPLASTIC PAVEMENT MARKING, 24 IN. WHITE	120	LF	\$	2,640.00	\$	3,000.00		\$	-	\$	-
6200018	PREFORMED THERMOPLASTIC PAVEMENT MARKING, 24 IN. YELLOW	50	LF	\$	1,100.00	\$	1,250.00		\$	-	\$	-
6200021	PREFORMED THERMOPLASTIC PAVEMENT MARKING, LEFT/RIGHT ARROW	8	EA	\$	2,420.00	\$	2,800.00		\$	-	\$	-
6200042	PREFORMED THERMOPLASTIC PAVEMENT MARKING, 12 IN. WHITE, YIELD LINE TRIANGLES	52	EA	\$	2,600.00	\$	2,340.00		\$	-	\$	-
6205301B	TEMP. REMOVABLE MARKING TAPE 4 IN., WHITE	5,747	EA	\$	11,494.00	\$	9,482.55		\$	-	\$	-
6205303B	TEMP. REMOVABLE MARKING TAPE 4 IN., YELLOW	10,089	EA	\$	20,178.00	\$	16,646.85		\$	-	\$	-
6206000C	4 IN. WHITE STANDARD WATERBORNE PAVEMENT MARKING PAINT, TYPE P BEADS	6,919	LF	\$	968.66	\$	4,151.40		\$	-	\$	-
6206001C	4 IN. YELLOW STANDARD WATERBORNE PAVEMENT MARKING PAINT, TYPE P BEADS	4,802	LF	\$	672.28	\$	2,881.20		\$	-	\$	-
6207001	PAVEMENT MARKING REMOVAL	7,408	LF	\$	4,518.88	\$	7,408.00		\$	-	\$	-
6221001	COLD MILLING BIT. PAVT. FOR REMOVAL OF SURFACING (3 IN. THICK OR LESS)	8,149	SY	\$	32,596.00	\$	40,745.00		\$	-	\$	-
6274000	CONTRACTOR FURNISHED SURVEYING AND STAKING	1	LS	\$	16,000.00	\$	16,500.00		\$	-	\$	-
7250424	24 IN. PIPE GROUP C	61	LF	\$	5,490.00	\$	8,235.00		\$	-	\$	-
7252004	CORRUGATED METALLIC-COATED STEEL PIPE-ARCH TYPE B-4	445	LF	\$	53,400.00	\$	40,050.00		\$	-	\$	-
7261018	18 IN. PIPE GROUP A	144	LF	\$	11,520.00	\$	36,000.00		\$	-	\$	-
7311033	PRECAST CONC. DROP INLET (3FTX3FT)	4	FT	\$	3,960.00	\$	18,000.00		\$	-	\$	-
7320824A	24 IN. OR ALLOWED SUBSTITUTE GROUP C FLARED END SECTION	2	EA	\$	1,300.00	\$	1,500.00		\$	-	\$	-
7321004	B4 FLARED END SECTION	4	EA	\$	2,400.00	\$	3,000.00		\$	-	\$	-
8051000A	SEEDING-COOL SEASON MIXTURES	1.7	AC	\$	8,500.00	\$	7,650.00		\$	-	\$	-
8061005	ROCK DITCH CHECK	75	LF	\$	1,200.00	\$	1,125.00		\$	-	\$	-
8061006	ALTERNATE DITCH CHECK	144	LF	\$	2,592.00	\$	2,160.00		\$	-	\$	-
8061016	SEDIMENT REMOVAL	64	CY	\$	1,408.00	\$	1,280.00		\$	-	\$	-
8061019	SILT FENCE	3,765	LF	\$	11,295.00	\$	18,825.00		\$	-	\$	-
9011030	LIGHTING POLE, 30 FT. OR 9.0 M, TYPE AT	2	EA	\$	5,200.00	\$	3,946.00		\$	-	\$	-



9011062	LIGHTING POLE, 45 FT. OR 13.5 M, TYPE AT DESIGN 2	2	EA	\$	6,200.00	\$	6,915.30		\$	-	\$	-
9011106	BRACKET ARM, 6 FT. OR 1.8 M	2	EA	\$	930.00	\$	968.00		\$	-	\$	-
9011115	BRACKET ARM, 15 FT. OR 4.6 M	2	EA	\$	2,200.00	\$	2,460.70		\$	-	\$	-
9011311	LUMINAIRE, LED-A	2	EA	\$	900.00	\$	501.30		\$	-	\$	-
9011313	LUMINAIRE, LED-C	2	EA	\$	1,500.00	\$	800.30		\$	-	\$	-
9013004	CONDUIT, 4 IN. RIGID, IN TRENCH	21	LF	\$	567.00	\$	1,050.00		\$	-	\$	-
9014004	CONDUIT, 4 IN. RIGID, PUSHED	343	LF	\$	10,804.50	\$	8,575.00		\$	-	\$	-
9015010	TRENCHING TYPE 1	187	LF	\$	1,496.00	\$	935.00		\$	-	\$	-
9016110	PULL BOX, PREFORMED CLASS 1	3	EA	\$	3,150.00	\$	5,421.45		\$	-	\$	-
9017110	CABLE, 10 AWG 1 CONDUCTOR, POLE AND BRACKET	380	LF	\$	570.00	\$	456.00		\$	-	\$	-
9017407	CABLE-CONDUIT, 1 IN., 2 CONDUCTORS AND 1 BARE NEUTRAL, 8AWG	930	LF	\$	9,300.00	\$	5,115.00		\$	-	\$	-
9018230	POLE FOUNDATION (30 FT. OR 9.0 M MOUNTING HEIGHT)	2	EA	\$	2,800.00	\$	1,775.20		\$	-	\$	-
9018245	POLE FOUNDATION (45 FT. OR 13.5 M MOUNTING HEIGHT)	2	EA	\$	4,000.00	\$	2,888.40		\$	-	\$	-
9020213	SIGNAL HEAD, TYPE 3S	2	EA	\$	2,000.00	\$	1,780.00		\$	-	\$	-
9020513	SIGNAL HEAD, TYPE 3B	8	EA	\$	8,000.00	\$	8,449.28		\$	-	\$	-
9020514	SIGNAL HEAD, TYPE 4B	2	EA	\$	3,800.00	\$	2,492.20		\$	-	\$	-
9020833	SH-FLAT SHEET-SIGNAL SIGN	51	SF	\$	2,040.00	\$	1,275.00		\$	-	\$	-
9020834	SIGNAL SIGN, MOUNTING HARDWARE	7	EA	\$	1,400.00	\$	1,575.00		\$	-	\$	-
9023230	POST, TYPE C, 30 FT. ARM OR 9.1 M ARM	2	EA	\$	21,000.00	\$	2,380.00		\$	-	\$	-
9023235	POST, TYPE C, 35 FT. ARM OR 10.7 M ARM	2	EA	\$	20,000.00	\$	2,380.00		\$	-	\$	-
9024281	CONTROLLER ASSEMBLY HOUSING, KEYBOARD ENTRY, 8 PHASE NEMA	1	EA	\$	19,000.00	\$	17,141.85		\$	-	\$	-
9024944	DETECTOR, VEHICLE INDUCTION LOOP (2 CHANNEL-RACK MOUNTED)	10	EA	\$	2,500.00	\$	1,426.00		\$	-	\$	-
9025020	CONDUIT, 1 IN., LOOPE DETECTOR WITH TRACER WIRE	24	LF	\$	288.00	\$	600.00		\$	-	\$	-
9025200	CONDUIT, 2 IN., TRENCH WITH TRACER WIRE	1,645	LF	\$	23,030.00	\$	16,450.00		\$	-	\$	-
9025300	CONDUIT, 3 IN. TRENCH WITH TRACER WIRE	117	LF	\$	2,106.00	\$	2,925.00		\$	-	\$	-
9027300	CONDUIT, 3 IN., PUSHED WITH TRACER WIRE	398	LF	\$	11,144.00	\$	9,950.00		\$	-	\$	-
9028208	CABLE, 8 AWG 1 CONDUCTOR, POWER	78	LF	\$	195.00	\$	214.50		\$	-	\$	-
9028311	CABLE, 16 AWG 7 CONDUCTOR	2,150	LF	\$	4,837.50	\$	5,375.00		\$	-	\$	-

9028354	FIBER OPTIC CABLE, 24-FIBER, 18 SINGLE MODE, 6 MULTIMODE	1,920	LF	\$	8,160.00	\$	11,040.00		\$	-	\$	-
9028500	CABLE, LOOP DETECTOR, IN DUCT	3,370	LF	\$	20,220.00	\$	25,275.00		\$	-	\$	-
9028510	CABLE, LOOP DETECTOR, LEAD-IN	1,650	LF	\$	3,300.00	\$	2,475.00		\$	-	\$	-
9028621	POWER SUPPLY ASSEMBLY, TYPE-2 WITH 120V LIGHTING CONTROL CABINET	1	EA	\$	10,000.00	\$	9,500.00		\$	-	\$	-
9028730	SERVICE POLE, 30 FT. OR 9.0 M	1	EA	\$	4,000.00	\$	1.00		\$	-	\$	-
9028810	PULL BOX, PREFORMED CLASS 1	1	EA	\$	1,200.00	\$	425.00		\$	-	\$	-
9028811	PULL BOX, PREFORMED CLASS 2	5	EA	\$	8,000.00	\$	2,125.00		\$	-	\$	-
9028812	PULL BOX, PREFORMED CLASS 3	2	EA	\$	4,600.00	\$	1,020.00		\$	-	\$	-
9028816	PULL BOX, PREFORMED CLASS 5	2	EA	\$	4,700.00	\$	1,190.00		\$	-	\$	-
9029100	BASE, CONCRETE	14	CY	\$	23,800.00	\$	21,700.00		\$	-	\$	-
9031010	CONCRETE FOOTINGS, EMBEDDED	0.4	CY	\$	800.00	\$	1,000.00		\$	-	\$	-
9031220	PIPE POSTS	270	LB	\$	2,025.00	\$	2,160.00		\$	-	\$	-
9031242	SURFACE-MOUNT DELINEATOR POST	37	EA	\$	4,255.00	\$	3,515.00		\$	-	\$	-
9035004A	SH-FLATT SHEET	24	SF	\$	720.00	\$	672.00		\$	-	\$	-

Total Bid Amount (Including all Add Alternates) \$ 1,748,400.52 \$ 1,647,829.48

\$ -

\$ -

CHECK	N/A	NO	NO	NO
BID BOND	N/A	YES	YES	YES
AMOUNT	N/A	5%	5%	5%
SURETY				

**Missouri Department of Transportation**

2675 North Main Street  
Sikeston, Missouri 63801  
573.472.5333  
Fax: 573.472.5351  
1.888.ASK MODOT (275.6636)

July 14, 2022

Barry Horst, PE  
Bacon Farmer Workman, Inc.  
3065 Williams St. Ste 305  
Cape Girardeau, MO 63703

RE: Concurrence in Award – J9S3767 Route 61 New Madrid  
Economic Development Cost Share

Dear Mr. Horst:

Thank you for submitting all the documents related to the bid opening conducted for the Route 61 Widening and Signalization project.

After review, we concur that the bid opening was conducted correctly, the documents appear to be in order, and the City may proceed with the award of the project.

Thank you for all the work and effort that has been put into making this project a success.

Sincerely,



David L. Wyman, PE  
MoDOT Project Manager



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*Our mission is to provide a world-class transportation system that is safe, innovative, reliable and dedicated to a prosperous Missouri.*

[www.modot.org](http://www.modot.org)

# **Council Letter**

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Date of Meeting: July 25, 2022

Originating Department: City Manager

To the Mayor and City Council:

Subject: Ground lease at 130/134 Industrial Dr

Attachment(s): Lease Agreement

Action Options:

1. Approve lease agreement for 130/134 Industrial Dr
2. Other Action Council May Deem Necessary

Background:

In May 1967 the City leased certain ground, now known as 130/134 Industrial Dr, to the Sikeston Industrial Development Company (SIDC) for a 99 year term ending May 2066. The intent of the lease was to allow SIDC to sublease the property for economic development purposes, while still protecting the adjacent airport property and airspace. In June 1967 the SIDC entered into a 99 year sublease with Lowry Tims and John D. Stacey. That sublease has been re-assigned numerous times over the years. In May the City Council consented to the assignment of the sublease from Don and Marian Pratt to Sam Thomas, and Sam Thomas then requested to negotiate a new long-term lease directly between him and the City. City staff agreed this was in the City's best interest as well.

The attached lease between the City and Sam Thomas makes null and void all former leases and subleases. It has a lease rate of \$0 annually from now through 2066 in recognition of payments already made under the former agreements. In 2066 the parties will seek appraisals from 2 mutually agreed upon appraisals to set the lease rate for that year, after which the rate will increase 2% annually through the end of the new 99 year term, in 2121.



# **COMMERCIAL LEASE AGREEMENT**

This Lease Agreement made and entered into this \_\_\_\_ day of July, 2022, 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 **SAM THOMAS**, an individual referred to herein as the "**Tenant**".

Comes now, the City of Sikeston, Missouri, a city of the third class, Lessor, entered into a certain Lease dated May 23, 1967, with the Sikeston Industrial Development Company, a Missouri corporation, Lessee, which covers a term ending May 23, 2066, which was recorded November 20, 1972, in Book 253 at Page 110 in the Land Records of Scott County, Missouri, and which covers the following described real estate located in the City of Sikeston, Scott County, Missouri:

*The West One-Half (W 1/2) of a tract of land containing Five (5) acres, more or less, situated in Section 20, Township 26 North, Range 14 East, in Scott County, Missouri, more particularly described as follows: Starting at the corner common to Sections 16,17, 20 and 21 of Township and Range above mentioned; thence a bearing of South 62°50' West 1983.5 feet to a limestone marker; thence North 66°16' West 651.9 feet to a limestone marker set for the Northwest corner of the Canvas Products Company tract; thence North 20°57' East 40 feet to an iron rod; thence North 24°17' East 313.6 feet to an iron rod to the point of beginning; thence continuing North 24°17' East 380 feet to an iron rod; thence South 66°16' East 544 feet to an iron rod; thence South 15°58' West 383.2 feet to an iron rod; thence North 66°16' West 600 feet to the point of beginning*

Thereafter, multiple assignments and subleases were executed, the most recent being the Assignment of Sublease Agreement as said estate has established by the lease agreement by and between City of Sikeston, Lessor and Robert E. Meyer and Donald E. Pratt and Marian C. Pratt,

his wife, Lessee dated May 15, 1989, notice of which is imparted by the Assignment of Lease recorded in Book 409 at Page 238 for a term commencing May 23, 1967, and ending May 23, 2066.

**Upon execution of this lease agreement, all former leases and subleases between the City, SIDC, Sam Thomas and any other parties or predecessors to said parties are hereby null and void.**

**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 located at 130 Industrial Drive and 134 Industrial Drive, Sikeston 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 ninety-nine (99) year lease term and this Lease shall begin on July \_\_\_\_, 2022, and terminate on July \_\_\_\_, 2121. Thereafter, this Lease shall automatically renew on the same terms and conditions for successive terms of five (5) years each until terminated by either party giving the other party written notice of termination not less than sixty (60) days prior to the end of the lease term.
  - a) 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 annual lease rate from the date of lease execution through May 23, 2066, shall be

\$0 annually. This is in consideration of payments made under former leases, which are hereby null and void upon execution of this new lease agreement.

The annual lease rate from May 24, 2066, through termination of said lease, shall be determined by hiring two mutually agreed upon appraisers in 2066, the average of whose appraised lease values shall be set as the new lease rate. Thereafter lease rates shall automatically increase by two percent each year for the remainder of the lease term. Computing an accurate value for rent for 2066 is not practicable at the time of execution of this lease.

**3. Improvements to and Maintenance of Property:** During the term of the lease:

a) 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) 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.

**4. Airport Protection:**

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 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.

5. **Insurance and Liability:** The Tenant shall be responsible for purchasing and maintaining an insurance policy for the Tenant's building contents and having the Tenant's own liability insurance. 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.

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

7. **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.

8. **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.

9. **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**

The City of Sikeston, Missouri  
105 E Center  
Sikeston, MO 63801

**TENANT**

Sam Thomas  
130 E Front Street  
Sikeston, MO 63801

**10. Binding Agreement/Assignment:** 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**  
**Mayor, City of Sikeston**

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**By: Sam Thomas**

**GUARANTY**

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

\_\_\_\_\_  
**Sam Thomas**

CITY OF SIKESTON, MISSOURI

A Municipal Corporation

BY: \_\_\_\_\_

Dated \_\_\_\_\_

Greg Turnbow, Mayor

STATE OF MISSOURI )

) ss.

COUNTY OF )

On this \_\_\_\_ day of July, 2022 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 of 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.

# **Council Letter**

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Date of Meeting: July 25, 2022

Originating Department: City Manager

To the Mayor and City Council:

Subject: South Industrial Park Farm Lease

Attachment(s):

1. Farm Lease

Action Options:

1. Authorize mayor to execute farm lease agreement
2. Other Action Council May Deem Necessary

Background:

Prior to and immediately after the City's acquisition of the South Industrial Park, Doug Scott Farms held a lease to farm the approximately 265 acres of land. While in negotiations to locate Carlisle Construction Materials on a portion of that land, the city exercised its right to terminate the farm lease because an unknown amount of land would be taken up by construction of Carlisle and infrastructure within the industrial park. While the farmer was allowed to farm in 2021, he was required to remove the existing pivot, and suffered crop damages from time to time due to construction activities. For 2022, the City approached Doug Scott to ascertain his interest in continuing to farm for this season the remaining farmable ground, recognizing that irrigation was no longer possible, ongoing construction could disrupt crops once again, and the farmland is cut up into multiple separate plots. The City's interest in having Mr. Scott farm the ground is that it will be maintained in tidy agricultural use rather than overgrown in wild ground cover and grasses that the City would have to continuously mow.

The attached farm lease proposes a \$0 annual payment for 2022 only, and release of any liabilities for last year's partial crop from both the farmer and the City, in recognition of the less than ideal farming conditions in 2021 and 2022. Beyond 2022, the City will likely need to competitively bid the farm lease after all construction is complete and the remaining farmable acreage can be determined.



## **Farm Lease Agreement**

This lease agreement, (hereinafter called "Agreement") made and entered into this 25th day of July 2022, by and between the City of Sikeston, Missouri, (hereinafter called "Lessor") and the Doug Scott Farms (hereinafter called "Lessee").

WHEREAS, Lessor terminated the former farm lease with Lessee for the ground now known as the South Industrial Park before the 2021 farming season, and

WHEREAS, Lessor has dedicated the majority of acreage in the South Industrial Park to the development of the Carlisle Construction Materials project, streets, stormwater detention, electrical transmission, and other infrastructure, and

WHEREAS, Lessee was able to get a partial crop harvested in 2021, and also suffered crop damages in 2021 due to development in the South Industrial Park, and

WHEREAS, Lessor has not compensated Lessee for 2021 crop damages and Lessee has not compensated Lessor for 2021 farm lease payments, and

WHEREAS, some farmable ground remains accessible in the South Industrial Park but may be disturbed from time to time by construction activities, and

WHEREAS, the former irrigation well and pivot were removed to facilitate development of the industrial park, and

WHEREAS, Lessor has an interest in the tidy maintenance of the farmable ground while construction is still ongoing nearby, and

WHEREAS, Lessee has an interest in continuing to farm the remaining farmable ground in the South Industrial Park during the 2022 season, despite the aforementioned constraints,

WITNESSETH:

That the Lessor, for and in consideration of the rents, covenants, and agreements hereinafter mentioned and hereby agreed to be paid, kept, and performed by the Lessee, hereby leases to the

Lessee, approximately 97 acres, shown on the attached "Exhibit A," for a term commencing on the 1st day of May 2022 and terminating on the 31<sup>st</sup> day of December 2022.

1. The Lessee covenants and agrees:
  - a. To pay annual rental of zero dollars (\$0.00).
  - b. To use the premises for typical farming operations.
  - c. Not to assign or sublet said premises or any portion thereof without the written consent of the Lessor.
  - d. To keep the leased premises in neat and tidy order, consistent with agricultural use of the land, and to mow all adjacent rights-of-ways, easements, and unutilized portions of the leased premises in compliance with the City's property maintenance codes.
  - e. To keep leased premises in good order and condition and free from any nuisance, filth, or danger of fire, not to permit anything to be done on or about said premises which would cause cancelation of the insurance or increase the rate thereof, and to allow no offensive noise or sound levels to disturb other residents and businesses in the area.
  - f. Not to erect or allow the erection of any structures on the premises without the written consent of the Lessor.
  - g. To peaceably surrender possession of said premises upon the termination of this lease in as good a condition as when received.
  - h. To indemnify and hold harmless the Lessor for any damages to Lessee or any sublessee related to occupation or use of the leased premises.
  - i. To furnish Lessor with satisfactory proof of liability insurance coverage (for Lessee and any sublessee) with bodily injury limits of at least one million dollars

per person and two million dollars aggregate. Lessor shall be named as an additional insured. Lessee shall provide Lessor proof of said insurance coverage annually.

- j. Not to burn or allow burning of any crop residue.
  - k. Not to keep or allow keeping of any animals or livestock on the land.
  - l. To accommodate and not interfere with current and/or future construction activities, including, but not limited to, streets, stormwater infrastructure, electrical improvements, gas line improvements, and rail improvements.
  - m. To accept any liabilities associated with crops or other improvements which are damaged or must be removed due to construction activities or if the property is sold, and hold harmless Lessor regarding the same.
2. Whenever the word "Lessor" is used herein it shall be construed to include the heirs, successors, assigns and personal and legal representatives of Lessor; and the word "Lessee" shall include the heirs, successors, assigns and personal and legal representatives of Lessee: and the words "Lessor" and "Lessee" shall include the singular and plural, and the individual or business organization; subject always to the provisions herein contained, as to assignment or subletting.
3. Former Agreements: In consideration of the facts set forth in the recitals of this Agreement, all former agreements between the parties regarding farming of the South Industrial Park property are hereby considered fulfilled and the parties agree that no payments, damages, or other considerations remain outstanding or unfulfilled.
4. Termination: Either party may terminate this agreement at any time by delivering to the other party a Notice in writing of such termination at least sixty (60) days prior to the effective date of the termination. Lessee specifically understand and agrees that the

property is currently being marketed for sale or lease to new or existing business. Upon notice to Lessee, the Lessor has the right to immediately exclude any or all of the acreage covered by this lease. In that event, Lessee is entitled to no additional compensation, regardless of the state of Lessee’s crops, for any lost profits or consequential losses.

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

Executed this 25th day of July, 2022, by:

**Lessor**  
**City of Sikeston**

**Lessee**  
**Doug Scott Farms**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Owner

Attest:

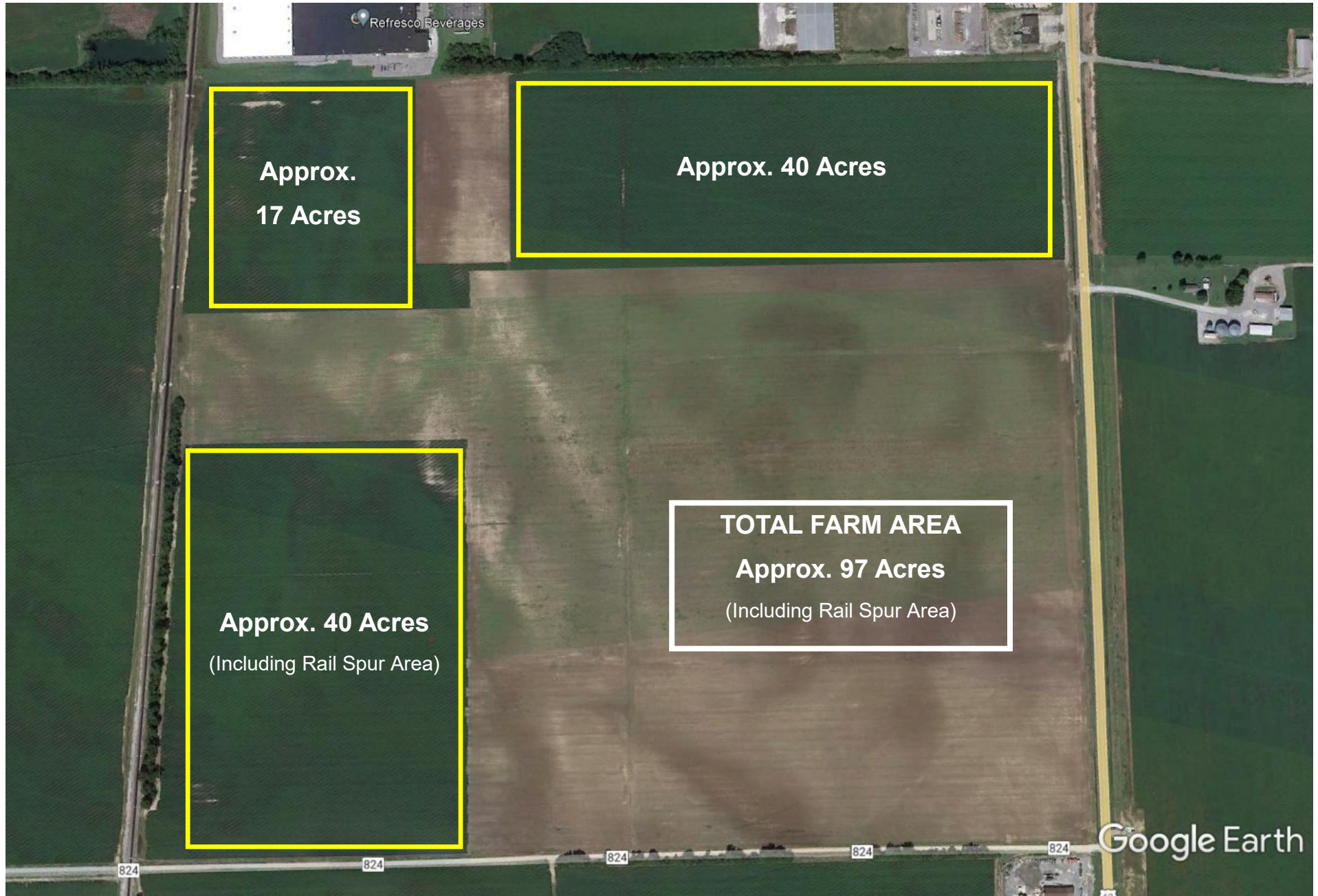
Attest:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_

## EXHIBIT A

### Farm Lease Areas



# Council Letter

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Date of Meeting: 25-07-21

Originating Department: Department of Public Safety

To the Mayor and City Council:

Subject:

Purchase of Vigilant Solutions 3-Camera Mobile License Plate Reader (Buy One Get One-Exclusive for Sikeston MO)

Attachments:

Vigilant Solutions Project Quotation Form (Quote ID: DSP-0168-04)

Action Options:

1. Approval purchase of Vigilant Solutions 3-Camera Mobile LPR System
2. Other action Council may deem appropriate.

Background:

The Department of Public Safety would like to purchase a 3-Camera Mobile License Plate Reader System from Vigilant Solutions. Vigilant Solutions put together an exclusive package for the department that includes a buy one get one, 2 years of CLKs and IDP included for year one and two years of hardware warranty. The total price for the package is \$17,655.00



		<b>Vigilant Solutions, LLC</b> 1152 Stealth Street Livermore, California 94551 <b>(P) 925-398-2079    (F) 925-398-2113</b>		 <b>MOTOROLA SOLUTIONS</b>	
Issued To:	Sikeston Department Of Public Safety - Attention: Ryan Smith			Date:	06-15-22
Project Name:	Mobile LPR			Quote ID:	DSP-0168-04

## PROJECT QUOTATION

We at Vigilant Solutions, LLC are pleased to quote the following systems for the above referenced project:

### 3-Camera Mobile LPR (Buy One Get One - Exclusive for Sikeston MO)

2 years of CLKs included

IDP Included for Year 1 & 2 years of Hardware warranty

Installation not included

Qty	Item #	Description
(1)	<b>Mobile LPR SYS-2</b> CDM-3-345-L5M	<b>Mobile LPR 3-Camera L5M High-Definition System (Expandable to 4 Cams)</b> <u>Hardware:</u> <ul style="list-style-type: none"> <li>Qty=1 12mm lens package</li> <li>Qty=1 16mm lens package</li> <li>Qty=1 25mm lens package</li> <li>VLP-5200 Processing Unit</li> <li>Wiring harness w/ ignition control (Direct to Battery) <ul style="list-style-type: none"> <li>Single point power connection</li> </ul> </li> <li>Field installed GPS antenna</li> </ul> <u>Software:</u> <ul style="list-style-type: none"> <li>CarDetector Mobile LPR software application for MDC unit <ul style="list-style-type: none"> <li>LPR vehicle license plate scanning / real time alerting</li> <li>Full suite of LPR tools including video tool set</li> </ul> </li> </ul>
(1)	<b>Mobile LPR SYS-1</b> CDM-3-344-L5M	<b>Mobile LPR 3-Camera L5M High-Definition System (Expandable to 4 Cams)</b> <u>Hardware:</u> <ul style="list-style-type: none"> <li>Qty=1 12mm lens package</li> <li>Qty=2 16mm lens package</li> <li>VLP-5200 Processing Unit</li> <li>Wiring harness w/ ignition control (Direct to Battery) <ul style="list-style-type: none"> <li>Single point power connection</li> </ul> </li> <li>Field installed GPS antenna</li> </ul> <u>Software:</u> <ul style="list-style-type: none"> <li>CarDetector Mobile LPR software application for MDC unit <ul style="list-style-type: none"> <li>LPR vehicle license plate scanning / real time alerting</li> <li>Full suite of LPR tools including video tool set</li> </ul> </li> </ul>

(2)	VSBSCSVC-01	<b>Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments</b> <ul style="list-style-type: none"> <li>Managed/hosted server account services by Vigilant <ul style="list-style-type: none"> <li>Includes access to all LEARN or Client Portal and CarDetector software updates</li> </ul> </li> <li>Priced per camera per year for up to 14 total camera units registered</li> <li>Requires new/existing Enterprise Service Agreement (ESA)</li> </ul>
(1)	VS-IDP-01A	<b>Investigative Data Platform - Annual Subscription for up to 50 Sworn - State and Local</b> <ul style="list-style-type: none"> <li>Commercial LPR Data access - Up to 50 Sworn <ul style="list-style-type: none"> <li>Access to all Vigilant commercially acquired national vehicle location data</li> <li>Unlimited use by authorized agency personnel to complete suite of LEARN data analytics</li> <li>Includes full use of hosted/managed LPR server account via LEARN</li> </ul> </li> <li>FaceSearch with Vigilant Image Gallery Access For up to 50 Sworn <ul style="list-style-type: none"> <li>Access to all agency/shared images and Vigilant Image Gallery</li> <li>Unlimited use by authorized agency personnel to all FaceSearch tools</li> <li>Image gallery of up to 5,000 images</li> </ul> </li> </ul>
(2)	SSU-SYS-COM	<b>Vigilant System Start Up &amp; Commissioning of 'In Field' LPR system</b> <ul style="list-style-type: none"> <li>Vigilant technician to visit customer site</li> <li>Includes system start up, configuration and commissioning of LPR system</li> <li>Includes CDM/CDF Training</li> <li>Applies to mobile (1 System) and fixed (1 Camera) LPR systems</li> </ul>
(1)	VS-TRVL-01	<b>Vigilant Travel via Client Site Visit</b> <ul style="list-style-type: none"> <li>Vigilant certified technician to visit client site</li> <li>Includes all travel costs for onsite support services</li> </ul>
(2)	VS-LBB-02-E	<b>LPR Camera Mounting Brackets - Light Bar Mounting Style - Complete Set</b> <ul style="list-style-type: none"> <li>LPR Camera Mounting Bracket - Rooftop under light bar</li> <li>Compatible with most Whelen, Code3, TOMAR, Federal Signal, Arjent S2 Light Bars</li> <li>Mounts up to four (4) LPR cameras</li> </ul>
(2)	VS-SHP-01	<b>Vigilant Shipping Charges - Mobile</b> <ul style="list-style-type: none"> <li>Applies to each Mobile LPR System</li> <li>Shipping Method is FOB Shipping</li> </ul>
(2)	CDMS31HWW	<b>3-Camera Mobile LPR System - Extended Hardware Warranty - 1 Additional Year</b> <ul style="list-style-type: none"> <li>Full mobile LPR hardware component replacement warranty</li> <li>Applies to 3-Camera hardware system kit</li> <li>Valid for 1 year from warranty expiration</li> </ul>
<b>Subtotal Price</b> (Excluding sales tax)		<b>\$17,655.00</b>

#### Quote Notes:

- All prices are quoted in USD and will remain firm and in effect for 60 days.
- Returns or exchanges will incur a 15% restocking fee.
- Orders requiring immediate shipment may be subject to a 15% QuickShip fee.

4. No permits, start-up, installation, and or service included in this proposal unless explicitly stated above.
5. All hardware components to have standard One (1) year hardware warranty.
6. All software to have standard one (1) year warranty for manufacturer defects.
7. Motorola's Master Customer Agreement and all applicable addenda, available at [https://www.motorolasolutions.com/en\\_us/about/legal.html](https://www.motorolasolutions.com/en_us/about/legal.html) shall govern the products and services, and is incorporated herein by this reference.

**Quoted by:**

**Daniel Ploesser - Regional Sales Manager - Central US - 314-691-6046 - [daniel.ploesser@motorolasolutions.com](mailto:daniel.ploesser@motorolasolutions.com)**

<b>Total Price</b>	<b>\$17,655.00</b> (Excluding sales tax)
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# **Council Letter**

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Date of Meeting: 22-07-25

Originating Department: Public Works Department

To the Mayor and City Council:

Subject: Approve purchase of Case Backhoe for the Street Department

Attachments:

1. Quotation from Luby Equipment Services

Action Options:

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

Background:

The Street Division would like to purchase a Case 580SN Backhoe with an additional 4 year warranty. The price for the backhoe with warranty is \$113,668.00 and is included in the approved budget using Capital Improvement funding.

This is being sought from Luby Equipment Services who holds the contract for the MoDOT state bid.

Staff requests Council approval of the purchase of this equipment.

## Brian Dial

---

**From:** Kevin Peeler <kpeeler@lubyequipment.com>  
**Sent:** Friday, July 8, 2022 12:46 PM  
**To:** Brian Dial  
**Subject:** MODOT Bid 580SN  
**Attachments:** Quote Copy Case 2022-City of Sikeston Street Dept-580SN.pdf

This message is from an EXTERNAL SENDER - be CAUTIOUS, particularly with links and attachments.

Brian,

Please see attached for the requested quote.

This price is only guaranteed until the end of the month.

If you have any questions, Please don't hesitate to call me anytime.

Thanks,



Kevin Peeler  
Territory Manager  
199 Airport Rd.  
Cape Girardeau MO. 63702  
573-381-2993 Office  
573-803-8304 Cell  
[kpeeler@lubyequipment.com](mailto:kpeeler@lubyequipment.com)

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573-803-8304 Cell  
kpeeler@lubyequipment.com

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Service is Our Business

[www.lubyequipment.com](http://www.lubyequipment.com)

7/8/2022

Acct # BP0003696

To; City of Sikeston-Street Dept 573-620-2330 Brian/abdial@sikeston.org

**Purchase; Case 580SN Backhoe Have to order from Case**  
**1 Door Cab, Heat, A/C, Radio w/ Bluetooth, LED Light Package,**  
**Premium Cloth Air Ride Seat, 4WD Power Shuttle Transmission,**  
**Pilot Controls (Pattern Changer) w/ Power Lift, Ride Control,**  
**Comfort Steer, 12x16.5 10 Ply Front Tires, 19.5L-24 10 Ply Rear Tires,**  
**82" 4x1 Loader Bucket w/ BOE, 24" Backhoe Bucket, Rear Manual Q/C,**  
**1-2 Way Rear Auxiliary Hyd., Hyd. Thumb, Cold Start/Dual Batteries,**  
**Flip over Stabilizer Pads, all other standard equipment.**

Quoted Cash Price

\$108,368.00

- 1-Year/Unlimited-Hour Full-Coverage Base Limited Warranty
- 2-Year/2,000-Hour Extended Engine Warranty

**Optional;**

**3 Year/3,000 Premier Protection Plan (Full Machine Warranty \$0 Deductible)**

**\$3,354.00**

**4 Year/4,000 Premier Protection Plan (Full Machine Warranty \$0 Deductible)**

**\$5,300.00**

Thank You for the opportunity of working with you on this machine, I greatly appreciate your business.

Kevin Peeler-Territory Manager

**CASE**

**Missouri**

**Fenton**  
2300 Cassens Dr.  
Fenton, MO 63026  
636-343-9970

**Cape Girardeau**  
199 Airport Rd.  
Cape Girardeau, MO 63702  
573-334-9937

**O'Fallon**  
2999 Mexico Rd.  
O'Fallon, MO 63366  
636-332-9970

**Illinois**

**Quincy**  
2625 North 24th St.  
Quincy, IL 62305  
217-222-5454

**Springfield**  
4375 Camp Butler Rd.  
Springfield, IL 62707  
217-744-2233

**Caseyville**  
8853 Petroff Dr.  
Caseyville, IL 62232  
618-397-9971



# **Council Letter**

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Date of Meeting: 22-07-25

Originating Department: Finance

To the Mayor and City Council:

Subject: Authorization of the Solid Waste Contract

Attachments:

Proposed Contract

Action Options:

1. Authorize an extension of the current solid waste contract
2. Other action Council may deem appropriate

Background:

In 2017, the City of Sikeston and Sonny's Solid Waste entered into a contract for disposal of solid waste and garbage. The current contract expires July 31, 2022 but may be renewed for a three-year period. Staff has visited with representatives of Sonny's Solid Waste and reached an agreement for the extension.

The contract will renew at the current pricing for one year. Years two and three will each have a three percent (3%) escalator. Curbside recycling will continue for participating residents at a cost of \$8 per month. We will discontinue recycling drop off sites.

We will have semi-annual cleanups. We will not have curbside pickup for those events. Sonny's Solid Waste has indicated they do not have the staff to pick up from individual homes.

A copy of the proposed contract is attached.

## **CONTRACT FOR SERVICE**

### **DISPOSAL OF SOLID WASTE AND GARBAGE**

This Agreement, made and entered into this 1st day of August, 2022 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, 2022, at 12:01 A.M. and expire July 31, 2025, at 12:00 P.M.

## **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 nine dollars (\$9) 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.

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. Toters shall be owned and maintained by the CONTRACTOR, excepting damage caused by residents.
  - c. Additional toters can be purchased by dwelling units from the CONTRACTOR, and collection service can be added at the rate of nine dollars (\$9) per month per additional totor to be billed directly by the CONTRACTOR to the dwelling unit.
  - d. 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.
  - e. Any totor shall have a maximum loaded weight of one hundred (100) pounds. CONTRACTOR shall not be required to pick up any totor exceeding that weight limit.
  - f. No yard waste (i.e., tree limbs, clippings or grass) will be removed.
  - g. Any solid waste to be collected must be in the totor. Additional items left curb side shall not be 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 and semiannual bulk collection the CONTRACTOR shall clean up all spillage caused by his 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 \$8 per month. The cost of recycling shall be billed separately by the CONTRACTOR in a minimum increment of three (3) months or \$24.00 every three (3) months.

**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 there from, all waste generated by the CITY in its municipal undertakings, regularly on a twice weekly basis (at the times the neighborhood in which the facility is located is "collected") and such additional, non-scheduled times as said service may be requested by the City Manager or a department supervisor of the City, in and from all parks, municipal buildings, police and fire stations, public works buildings and shops and including, but not limited to, those locations in Exhibit 2 hereof and such other facilities as may be added during the term hereof by the CITY. Requested non-scheduled pickups from parks and other municipal facilities shall be effected within ten (10) hours after a request for said service.
2. The waste from such places and buildings shall be placed in containers to be furnished by the CONTRACTOR in such numbers and kinds as shall be reasonably requested by the CITY at no charge. The initial description and locations of said containers, which are to be furnished by CONTRACTOR without cost, are identified in Exhibit 2 hereto attached.



3. The deletion of material and wastes to be collected from the CITY facilities which are enumerated in Section Five (5) hereof shall apply at the same times and cover the same kinds of waste therein set out, excepting that the CONTRACTOR shall remove and dispose of such enumerated items as shall be left or dropped off in the parks or public places identified in Exhibit Two by third persons. The intent of this subsection is not to require the CONTRACTOR to remove the items and material (after the indicated times) identified in Section Five (5) hereof which are generated or produced by the CITY, its staff or its own services except by separate independent agreement for which the CONTRACTOR will be paid, but to remove and dispose of the items enumerated in Section Five (5) unlawfully left in said public places by persons circumventing the ordinances of the City which relate to waste.

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. **OTHER SERVICES:**

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

1. Upon 30 days advance notice from the CITY, twenty (20) 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. The items may include, but are limited to, washers, dryers, microwaves, refrigerators, hot water heaters, commodes, and household furniture. Any refrigerator 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.

**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 coverage's 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 Household Waste Charge". The CITY has contracted with the Board of Municipal Utilities of the City of Sikeston (B.M.U.) to bill and charge the "City Waste Service Charge" 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 Household Waste Charge" and the City's expenses and charges arising from solid waste service. 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 Household Waste Charge (Exhibit 3) and the denominator of which shall be the City Waste Service Charge (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 charter 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 25% of the corporate voting stock of the CONTRACTOR, if a corporation, shall be transferred or assigned during the term of this contract, such transfer or assignment may, at the CITY'S option be declared the equivalent of an assignment and a breach of this agreement entitling the CITY to terminate

same and to damages under the CONTRACTOR's performance bond.

- 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:  
City Manager  
City of Sikeston, Missouri  
105 E. Center  
Sikeston, MO 63801

CONTRACTOR:  
Sonny's Solid Waste Services, Inc.  
P.O. Box 791  
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

\_\_\_\_\_  
*Raymond G. Glaus Jr.*, President  
Sonny's Solid Waste Services, Inc.

ATTEST:

By: \_\_\_\_\_  
Rhonda Council, City Clerk

\_\_\_\_\_

## **EXHIBIT 1**

### **COLLECTION ROUTES & SCHEDULES**

(SEE ATTACHED MAP)

#### **Monday & Thursday Collection**

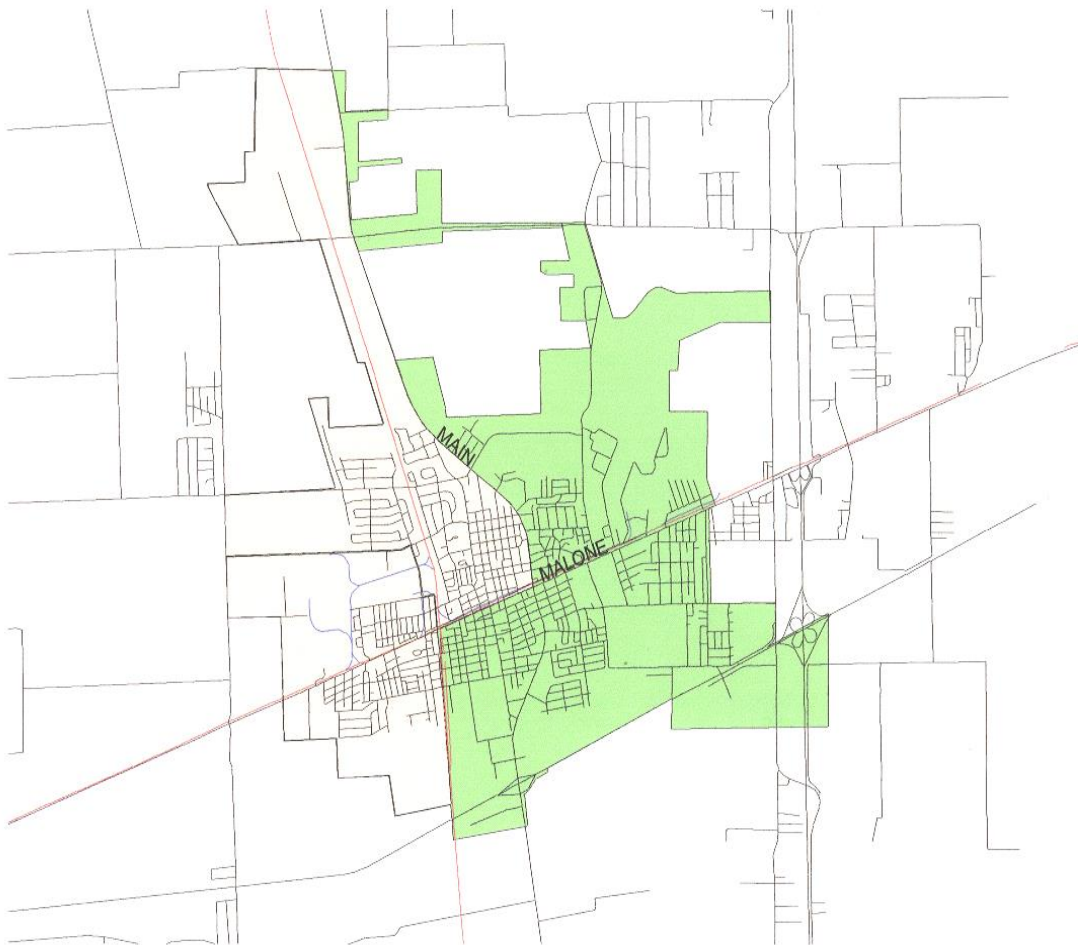
- Everything East of N. Main to Malone  
Malone to BN RR then South to City Limits

#### **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**

<b><u>LOCATION</u></b>	<b><u>NUMBER OF CONTAINERS</u></b>	<b><u>CONTAINER SIZE</u></b>
Dudley Park	1	2 yard
Recreation Complex	5	2 yard
Roberta Rowe	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	2 yard
Library*	2	40 gallon
Downtown Area*	11	40 gallon
Tanner Street Gym	1	2 yard
Public Safety	1	2 yard
City Municipal Building	1	2 yard
City Garage	1	4 yard
Animal Shelter	1	2 yard
Utility Warehouse	2	2 yard
Utility Office	1	2 yard
N. West St. Fire Station	1	2 yard
North Main Fire Station	1	2 yard
Ables Road Fire Station	1	2 yard
Airport Terminal	1	2 yard
Sewage Treatment Plant	1	2 yard
Power Plant	2	2 yard

\* Cans furnished by owner

### **EXHIBIT 3**

#### **HOUSEHOLD WASTE CHARGE**

##### **CONTRACTOR'S HOUSEHOLD WASTE CHARGE**

September 1, 2022 through August 31, 2023 - \$23.09 per month, per occupied dwelling unit.

September 1, 2023 through August 31, 2024 - \$23.79 per month, per occupied dwelling unit.

September 1, 2024 through August 31, 2025 - \$24.44 per month, per occupied dwelling unit.

##### **CITY WASTE SERVICE CHARGE**

The City shall cause each occupied dwelling unit to be charged the sum of \$1.41 per month.

##### **AGREED UPON HOUSEHOLD WASTE CHARGE**

September 1, 2022 through August 31, 2023 - \$24.50 per month, per occupied dwelling unit.

September 1, 2023 through August 31, 2024 - \$25.20 per month, per occupied dwelling unit.

September 1, 2024 through August 31, 2025 - \$25.85 per month, per occupied dwelling unit.

## **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

# **Council Letter**

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Date of Meeting: 22-07-25

Originating Department: Finance – Information Technology

To the Mayor and City Council:

Subject: Award Bid #23-05, CrowdStrike 24x7 full support

Attachments:

CDWG Quote Confirmation

Action Options:

1. Approve Purchase of Network Protection
2. Other actions Council may deem appropriate

Background:

The City of Sikeston has received a quote from CDWG for Solicited CrowdStrike as the sole vendor to purchase Falcon AnitVirus Complete 1 yr add-on subscription, granting us a 24x7 network monitoring team. CrowdStike engineers will monitor and hunt within our network environment for best practice solutions and any anomalies that can damage our resources.

The FY23 Budget contained \$27,000 for this purchase. The price for the one-year subscription is \$25,096.68. Staff request authorization to proceed with the purchase.

# QUOTE CONFIRMATION



DEAR SAM VILLAGRANA,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below.  
[Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MVRQ163	6/28/2022	NEW CS	0411034	\$25,095.68

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">Falcon Complete - subscription upgrade license (1 year) - 1 license</a> Mfg. Part#: CS.FALCOMPUS.SOLN.12M Electronic distribution - NO MEDIA Contract: Missouri NVP Software (CT170315002)	1	6269763	\$23,890.10	\$23,890.10
<a href="#">Falcon Complete Complimentary Customer Identification - subscription licen</a> Mfg. Part#: CS.FALCOMPONBC.SOLN.12M Electronic distribution - NO MEDIA Contract: Missouri NVP Software (CT170315002)	1	6284569	\$0.00	\$0.00
<a href="#">CROWDSTRIKE DISCOVER</a> Mfg. Part#: CS.DISC.SOLN.T2.12M Electronic distribution - NO MEDIA Contract: Missouri NVP Software (CT170315002)	299	4956383	\$3.60	\$1,076.40
<a href="#">CROWDSTRIKE EXPRESS SUPPORT 1Y</a> Mfg. Part#: RR.HOS.ENT.EXPS.12M Electronic distribution - NO MEDIA Contract: Missouri NVP Software (CT170315002)	1	4915958	\$129.17	\$129.17
<a href="#">University LMS Subscription Customer Access Pass - web-based training</a> Mfg. Part#: RR.PSO.ENT.PASS.12M Electronic distribution - NO MEDIA Contract: Missouri NVP Software (CT170315002)	1	5744579	\$0.01	\$0.01

PURCHASER BILLING INFO	SUBTOTAL	\$25,095.68
<b>Billing Address:</b> CITY OF SIKESTON ACCOUNTS PAYABLE 105 E CENTER ST SIKESTON, MO 63801-4107 <b>Phone:</b> (573) 471-2511 <b>Payment Terms:</b> Net 30 Days-Govt State/Local	SHIPPING	\$0.00
	SALES TAX	\$0.00
	GRAND TOTAL	<b>\$25,095.68</b>
	<b>Please remit payments to:</b>  CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	
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<b>Shipping Address:</b> CITY OF SIKESTON SAM VILLAGRANA 105 E CENTER ST SIKESTON, MO 63801-4107 <b>Phone:</b> (573) 471-2511 <b>Shipping Method:</b> ELECTRONIC DISTRIBUTION		



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## LEASE OPTIONS

FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
<b>\$25,095.68</b>	<b>\$678.84/Month</b>	<b>\$25,095.68</b>	<b>\$782.23/Month</b>

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

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This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

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# **Council Letter**

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Date of Meeting: 22-07-25

Originating Department: Department of Community Development

To the Mayor and City Council:

Subject: Conditional Use Variance- In-Home Daycare, 815 Apache

Attachment(s):

1. Application
2. Letter of Request
3. Plat
4. Site Plan
5. Floor Plan

Action Options:

1. Approve/Disapprove Request
2. Other action Council may deem appropriate

Background:

Staff received a request from Tyianna Davis for conditional variance use for an in-home daycare, to be located at 815 Apache, Sikeston, MO.

The Planning and Zoning committee met July 12, 2022 and passed a favorable recommendation to approve the rezoning request.

# 19800

815 Apache

Application to Planning and Zoning Commission  
City of Sikeston, Missouri

## Attachments needed:

- Letter of Request accompanying sketch plan shall detail proposed layout of streets, lots and other features in relation to existing area along with other data describing proposed development.
- 1 large scale plat and 1 small scale plat with engineer's or architect's seal (seal not required for rezoning request)
- Legal Description must be provided in a Word Document on a flash drive. (for zoning request)

Application fees, legal notice fees and mailing fees are the responsibility of the applicant and are billed separately. Fees are due prior to the meeting date.

All requests, including application, letter of request and plats, are to be received at least 25 days prior to the meeting date. The regular meeting date is the second (2<sup>nd</sup>) Tuesday of each month.

*To be completed by the applicant*

Applicant Name(s): Tyiana Davis

Address: 815 Apache Drive

I/We apply to the Planning and Zoning Commission for the following manner:

**For a Zoning Request:**

1. Address of property, if available: \_\_\_\_\_
2. Legal description of property: \_\_\_\_\_
3. Property owner: \_\_\_\_\_
4. Current zoning: \_\_\_\_\_
5. Type of zoning requested: \_\_\_\_\_

**For a Subdivision Request:**

1. Address of property, if available: \_\_\_\_\_
2. Legal description of property: \_\_\_\_\_
3. Property Owner: \_\_\_\_\_
4. Current number of lots: \_\_\_\_\_
5. Proposed number of lots: \_\_\_\_\_

**For a Conditional Use Variance:**

1. Address of Property 815 Apache Drive
2. Legal Description of Property: Single-family home
3. Property Owner: Tyiana & Dorion Davis
4. Why is a conditional use being sought? to be in compliance with Zoning Regulations

What purpose is the conditional use to serve: In-home daycare

Tyiana Davis  
Applicant Name (Please print)

Tyiana Davis  
Applicant's Signature

Applicant Name (Please print)

Applicant Signature

## **Little Champs Learning Center**

**I am writing this letter to request a daycare business be transferred from 335 Petty Street to 815 Apache Drive. I will be taking over my grandmother's business Ms. Sue's daycare. She has been in business for over 30 years, and I've worked with her the last 8 years. She will be retiring this year.**

**I have the experience as well as the education. I graduated this past May from SEMO with my bachelors degree. My childcare facility will offer a secure, loving environment for children ages 6 weeks to 10 years old. This daycare will be staffed by childcare professionals trained in learning programs and curriculum.**

**My goal is to have my daycare built on to my house big enough to open and operate a group home daycare. I've been working with the state of Missouri to get a grant large enough to do this, which I have received. I will be working with the Section for Child Care Regulations (SCCR) to be in compliance with the state to become a licensed child care provider.**

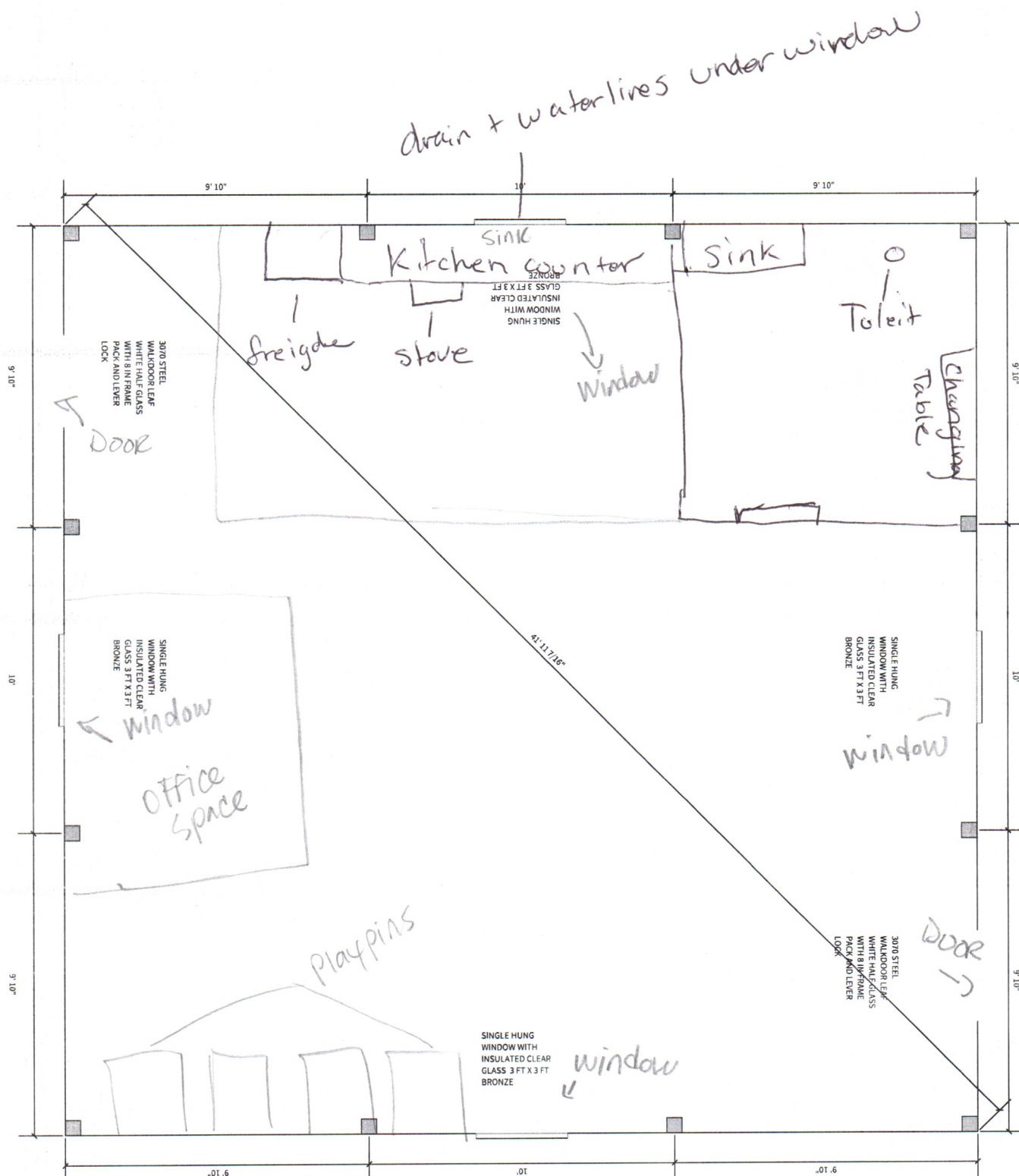








## Post Layout



# **Council Letter**

---

Date of Meeting: 22-07-25

Originating Department: Department of Community Development

To the Mayor and City Council:

Subject: Conditional Use Variance for In-Home Daycare to be located at 1217 Sikes

Attachment(s):

1. Letter of Request
2. Application
3. Plat
4. Site/Floor Plan
5. Requesters documents

Action Options:

1. Approve/Disapprove Request
2. Other action Council may deem appropriate

Background:

Staff received a request from Katie Lasser for conditional variance use for an in-home daycare, to be located at 1217 Sikes, Sikeston, MO.

The Planning and Zoning committee met July 12, 2022 and did not pass a favorable recommendation to approve the rezoning request.



Katie Lasser  
1217 Sikes Ave  
Sikeston, MO 63801

May 19, 2022

Planning and Zoning Commission  
105 E. Center Street  
Sikeston, MO 63801


To Whom it May Concern,

I am starting an in-home Preschool (licensed as daycare) to offer families a developmentally appropriate program for their 3-5 year old children. My program will be play/nature based and child-led. I have a background in education, having been a special education teacher for the past 6 years. I look forward to bringing an additional safe, educational environment to the community and giving families another option for their children's education.

I am requesting a special use permit to run this program from my home.

Thank you for your time and consideration.

Sincerely yours,

  
Katie Lasser

#19799

Application to Planning and Zoning Commission  
City of Sikeston, Missouri

**Attachments needed:**

- Letter of Request accompanying sketch plan shall detail proposed layout of streets, lots and other features in relation to existing area along with other data describing proposed development.
- 1 large scale plat and 1 small scale plat with engineer's or architect's seal (seal not required for rezoning request)
- Legal Description must be provided in a Word Document on a flash drive. (for zoning request)

Application fees, legal notice fees and mailing fees are the responsibility of the applicant and are billed separately. Fees are due prior to the meeting date.

All requests, including application, letter of request and plats, are to be received at least 25 days prior to the meeting date. The regular meeting date is the second (2<sup>nd</sup>) Tuesday of each month.

*To be completed by the applicant*

Applicant Name(s): Katie Lasser 513 258-2759

Address: 1217 Sikes Ave Sikeston, MO 63801

I/We apply to the Planning and Zoning Commission for the following manner:

**For a Zoning Request:**

1. Address of property, if available: \_\_\_\_\_
2. Legal description of property: \_\_\_\_\_
3. Property owner: \_\_\_\_\_
4. Current zoning: \_\_\_\_\_
5. Type of zoning requested: \_\_\_\_\_

**For a Subdivision Request:**

1. Address of property, if available: \_\_\_\_\_
2. Legal description of property: \_\_\_\_\_
3. Property Owner: \_\_\_\_\_
4. Current number of lots: \_\_\_\_\_
5. Proposed number of lots: \_\_\_\_\_

**For a Conditional Use Variance:**

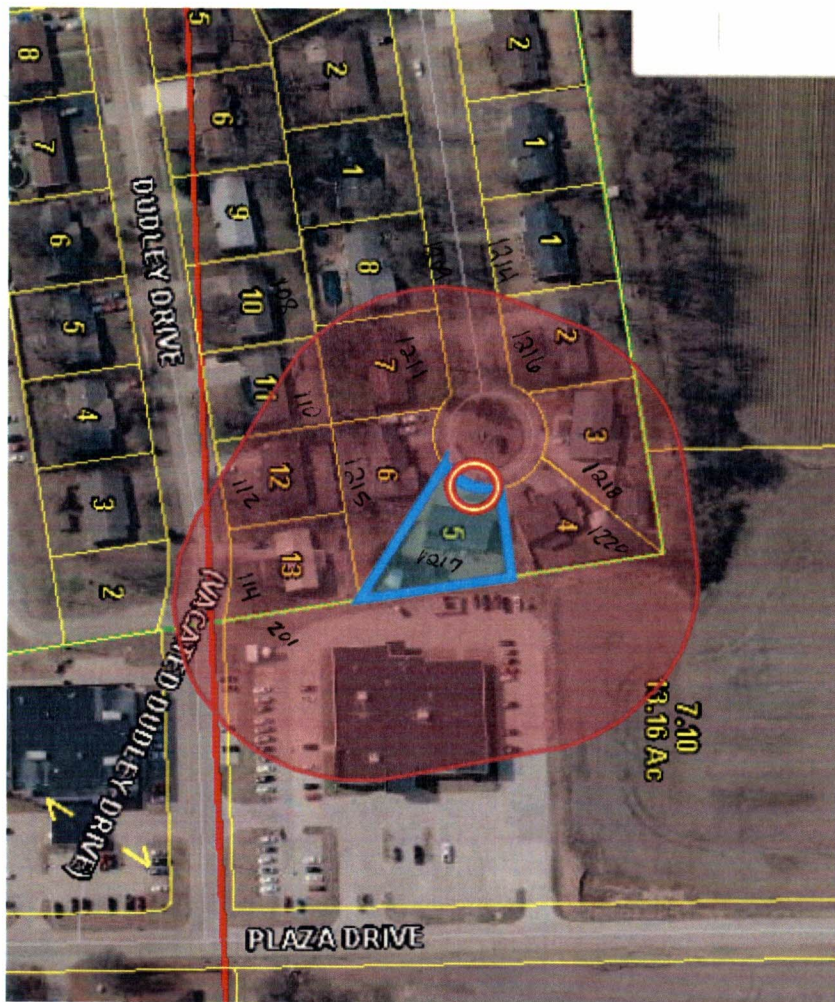
1. Address of Property 1217 Sikes
2. Legal Description of Property: Lot 8 Blk 2 Replat of PT Collins N A Sec. 1
3. Property Owner: Alex and Katie Lasser
4. Why is a conditional use being sought? To be in compliance with zoning codes  
in-home daycare  
What purpose is the conditional use to serve: In-home daycare (Preschool)

Katie Lasser  
Applicant Name (Please print)

Katie Lasser  
Applicant's Signature

Applicant Name (Please print)

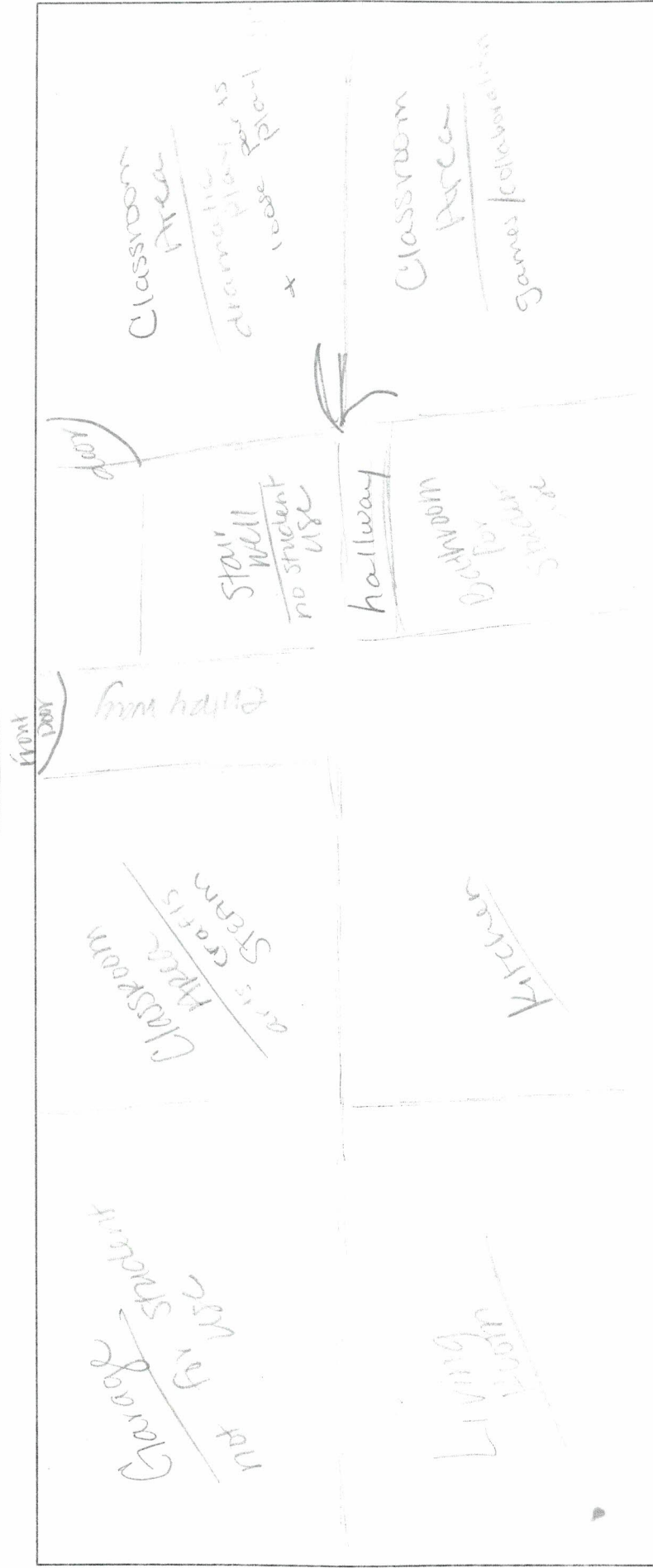
Applicant Signature



Sikes Ave

Circle drive

Katie Lasser



Fenced in backyard  
— will use for student play spaces

## **SIKES MAP LEGEND**

REQUESTERS PROPERTY HAS GREEN CIRCLE AND BORDER

HOUSES SENT LETTERS WITHIN THE 185FT RADIUS HAS ORANGE CIRCLE

PETITIONERS THAT OPPOSE HAS RED SQUARE



2.30  
103.36 Ac



## **Introduction**

My name is Katie Lasser and I am a wife, mother of 2 boys, and a passionate educator. I moved to Sikeston from a small town, in hopes of providing the children I would soon have, more opportunities in regards to education and extra curriculums. I had family that helped care for my children as babies and small toddlers. When they were approaching preschool age, however, I learned that the options for them in Sikeston were few and far between. As a mom, and an educator passionate about education and specifically Early Childhood Education, this was and is top priority for me. When my oldest son was turning 3, with Speech Delays, the Sikeston Kindergarten Center/Early Childhood center was not taking 3 year olds (and still doesn't) and refused evaluation despite the need. I was working as a Special Education teacher in the Charleston R-1 school district and therefore took him there with me where they took care of him and provided services that he needed. He attended Pre-K for 2 years there and my youngest son attended for 1 year. Even though I had this solution for my boys, the fact that the community I live in does not, sparked a fire in me to provide one. I turned in my keys at the end of this school year—I loved working there but this is the community in which my family lives, so I want to plant roots. I have been working tirelessly to become licensed through the state so that I could offer a child-led, play based educational opportunity for preschool aged children from my home and eventually after establishing myself, into a location outside of my home.

## **Benefit that To Infinity Playschool can bring to Sikeston**

- At this time the Kindergarten and Early Childhood center only takes 4 year olds, based on need, and has a waitlist of 100+ kids (my 4 year old included)
- There are only 2 other preschool options which are both faith based and therefore will not meet the needs of all families
- Of 17 daycares that I could find listed, 4 had disconnected numbers which I assume means they are no longer in operation, 2 have not answered phone calls, 10 of them were full and those who established waitlists said they were lengthy. Little Bulldogs indicated that they would take an application for a 4 year old and indicated that they may have a spot
- Although the above mentioned daycares are a great service to working parents, they still aren't sufficient in number for the need of the community and their focus is child-care only without the benefit of an educational preschool program
- There are 7000+ businesses in Sikeston which indicates large need for child-care/preschool services, not only for residents of Sikeston but also for those coming to work in Sikeston (which is vital to the success of the community)
- According to the US Census Bureau, there are approximately 1246 kids under the age of 5, in Sikeston. With licensed daycares only being available with approximately 100-120 spots and the Kindergarten Center only having Pre-K classes for approximately 260 kids and having a waitlist of 100+, you can see the dire need for additional, quality services for Early Childhood Education in this community.

## **Neighbor Concerns and My Solutions**

I live in a safe, quiet residential area that I anticipate parents would find appealing when considering where their children will spend their time.

However, there are a few neighbors who have issued concerns with traffic safety, property value, and flood concerns.

### **Flooding**

In regards to flooding concerns, although the street does hold some water during rain, it is not at a level that would be a safety concern. In all the years that I have lived here, I have never had an issue coming or going due to rain. The one instance that made the news, I assume because it was an anomaly, did not cause extreme safety issues and all of the water was gone before I made it home from work. I have worked with the state in licensing and have an approved plan for any emergency, including flooding, so the neighbors can rest assured that safety is not an issue in regards to flooding.

### **Property Value**

As far as property value is concerned, the families in opposition have prided themselves in living here for many years, 35 for some. While I cannot anticipate 100% the future, I'd say based on this fact alone, they aren't looking to sell. Also, as mentioned, I only wish to run my program from my home until I can establish myself, build trust with the community, and find a permanent location outside of my residence.

### **Traffic Concerns**

The biggest concern, of traffic safety and an additional amount of traffic on the street, can easily be mitigated as well. As you can see from the diagram, I live in the back of the circle drive. My immediate neighbors to the left and right did not sign the petition against me and one family (with young kids) stood for me.

-Of the families that stood against me, although they raised families 35 years ago, none of them have young children at this time. Grandchildren do visit and play outside. However, this is fairly minimal, at least in the front yards and isn't typically in the mornings when drop off would occur, for they will likely be going to school as well.

-Children who are not school age may be staying with their grandparents but of course are not playing in the streets and certainly aren't unsupervised. (They are also welcome to enroll in my preschool when they are 2-5 years old, which would add no traffic.)

-School age children typically do not arrive until after school is dismissed, which is 3:45 for the Kindergarten center and 3:30 for Elementary school. My pick-up times are set for 3:30-4:00, which means they likely wouldn't be here at that time anyway.

-Even so, according to the City's code, playing ball in the street or walking in the street where a sidewalk is present, is prohibited. We have lovely sidewalks.

-As you can also see labeled on the diagram, I have 4 parking spots in my driveway. And as you can see from the picture provided, neighbors (who actually have more parking availability in their drive than I) often have vehicles parked in the circle, for several hours of the day. With staggering parents' drop off times where only 1-2 cars were dropping off/picking up at a time and meeting them outside to retrieve the kids, there would be no noticeable increase in traffic at



one time compared to residents coming or going. For any of my parents that need to talk/stick around for a few minutes, they could park in my drive or use the circle for a couple minutes which is nothing compared to what is used now.

In addition to all of these concerns, I found through the City's Municipal Codes that conditional use variances are allowed for family home daycares, as long as they follow restrictions of home occupations listed with CONCESSIONS in the areas of increased traffic and outside activity normally associated with daycare facilities. Conditional use variances are often granted (as stated, there are already several family home daycares in residential areas) and there are no sound reasons to deny this one. Most of the families in opposition would have to change their routines to even notice the additional traffic, and noticing cars on a road is a non-issue.

### **Community support**

While there were 8 families who spoke out against this permit being granted, I think you will find that there are more citizens in the community who would support more Early Childhood Education and care opportunities. I will be presenting signatures from Sikeston citizens who support this.

### **Conclusion**

I understand you must vote to support the community. At the initial Zoning and Planning meeting regarding this matter, I was outnumbered in community support that attended the meeting. I was taken by surprise with the petition and group of community members that had rallied in opposition, and therefore ill prepared. Now I have evidence of community support, beyond that of one street in an entire city of people. Yes, the traffic concerns are valid, and deserve to be respected and considered. That's why I have addressed these issues in the coordinating of my program and have designed a plan of least disturbance to the neighborhood and will continue to work with the neighborhood in maintaining this to the highest degree.

I am willing to accept fewer kids to lessen the amount of possible traffic if need be.

I will stagger times for my parents to drop off and pick up.

Instead of offering two half day options, I would only offer half day mornings or a full day schedule, which would still only allow for 10 students (or fewer if I must to be approved).

I'm willing to work with the neighborhood to be able to continue on this journey, to add benefit to the larger community.

So when you vote, please consider all the families who could benefit from this compared to the few in opposition, with concerns that I am addressing and compromising with.

City of Sikeston, MO  
Thursday, July 14, 2022

## Chapter 405. Zoning Regulations

### Article VII. District Regulations

#### Division 1.. "R-1" and "R-2" Single-Family Residential Districts

##### Section 405.460. Conditional Uses.

[R.O. 2009 § 17.12.030; Ord. No. 5961 §§I, IV 8-25-2014; Ord. No. 6220, 4-26-2021]

- A. The following uses may be permitted in District "R-1" (but not Class A manufactured homes), and District "R-2" after proper permit application for placement or relocation of the manufactured home on an appropriately zoned lot, review and approval pursuant to the provisions of this Section and Article V, Board of Adjustment, of this Chapter.
1. Family day care homes, provided they are licensed by and operated according to the rules and regulations established by the Missouri Department of Health & Senior Services. Additionally, the restrictions applied to customary home occupations within this Article shall be complied with except for some concessions in the areas of increased traffic and outside activity normally associated with day care facilities. Proximity of other family day care homes will also be considered in the review process. A five-hundred-foot separation distance may be used as a guideline.
  2. Buildings and premises for public utility services or public service corporations, whose buildings or uses the Board deems reasonably necessary for public convenience or welfare.
  3. Private lakes.
  4. Private stables, subject to all other applicable ordinances.

City of Sikeston, MO  
Thursday, July 14, 2022

## Chapter 355. Stopping, Standing or Parking Prohibited in Specified Places

### Section 355.010. Stopping, Standing or Parking Prohibited.

- A. Except when necessary to avoid conflict with other traffic, or in compliance with law or the directions of a Public Safety Officer or official traffic control device, no person shall:
1. Stop, stand or park a vehicle:
    - a. On the roadway side of any vehicle stopped or parked at the edge or curb of a street;
    - b. On a sidewalk;
    - c. Within an intersection;
    - d. On a crosswalk;
    - e. Between a safety zone and the adjacent curb or within thirty (30) feet of points on the curb immediately opposite the ends of a safety zone, unless the (traffic authority) indicates a different length by signs or markings;
    - f. Alongside or opposite any street excavation or obstruction when stopping, standing or parking would obstruct traffic;
    - g. Upon any bridge or other elevated structure upon a highway or within a highway tunnel;
    - h. On any railroad tracks; or
    - i. At any place where official signs prohibit stopping.
  2. Stand or park a vehicle, whether occupied or not, except momentarily to pick up or discharge a passenger or passengers:
    - a. In front of a public or private driveway;
    - b. Within thirty (30) feet of an intersection;
    - c. Within fifteen (15) feet of a fire hydrant;
    - d. Within twenty (20) feet of a crosswalk at an intersection;
    - e. Within thirty (30) feet upon the approach to any flashing signal, stop sign or traffic control signal located at the side of a roadway;
    - f. Within twenty (20) feet of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire station within seventy-five (75) feet of said entrance (when properly signposted); or
    - g. At any place where official signs prohibit standing.

3. Park a vehicle, whether occupied or not, except temporarily for the purpose of and while actually engaged in loading or unloading merchandise or passengers:
  - a. Within fifty (50) feet of the nearest rail of a railroad crossing; or
  - b. At any place where official signs prohibit parking.
- B. No person shall move a vehicle not lawfully under his/her control into any such prohibited area or away from a curb such a distance as is unlawful.

## Section 355.020. Parking Not To Obstruct Traffic.

No person shall park any vehicle upon a street, other than an alley, in such a manner or under such conditions as to leave available less than ten (10) feet of the width of the roadway for free movement of vehicular traffic.

## Section 355.030. Parking in Alleys.

No person shall park a vehicle within an alley in such a manner or under such conditions as to leave available less than ten (10) feet of the width of the roadway for the free movement of vehicular traffic, and no person shall stop, stand or park a vehicle within an alley in such position as to block the driveway entrance to any abutting property.

## Section 355.040. Parking For Certain Purposes Prohibited.

- A. No person shall park a vehicle upon any roadway for the principal purpose of:
  1. Displaying such vehicle for sale; or
  2. Repair such vehicle except repairs necessitated by an emergency.

## Section 355.050. Parking Adjacent To Schools.

- A. The City Traffic Engineer is hereby authorized to erect signs indicating no parking upon either or both sides of any street adjacent to any school property when such parking would, in his/her opinion, interfere with traffic or create a hazardous situation.
- B. When official signs are erected indicating no parking upon either side of a street adjacent to any school property as authorized herein, no person shall park a vehicle in any such designated place.

## Section 355.060. Parking Prohibited On Narrow Streets.

- A. The City Traffic Engineer is authorized to erect signs indicating no parking upon any street when the width of the roadway does not exceed twenty (20) feet or upon one (1) side of a street as indicated by such signs when the width of the roadway does not exceed thirty (30) feet.
- B. When official signs prohibiting parking are erected upon narrow streets as authorized herein, no person shall park a vehicle upon any such street in violation of any such sign.

## Section 355.070. Standing or Parking On One-Way Streets.

The City Traffic Engineer is authorized to erect signs upon the left-hand side of any one-way street to prohibit the standing or parking of vehicles, and when such signs are in place, no person shall stand or park a vehicle upon such left-hand side in violation of any such sign.

## Section 355.080. Standing or Parking On One-Way Roadways.

In the event a highway includes two (2) or more separate roadways and traffic is restricted to one (1) direction upon any such roadway, no person shall stand or park a vehicle upon the left-hand side of such one-way roadway unless signs are erected to permit such standing or parking. The City Traffic Engineer is authorized to determine when standing or parking may be permitted upon the left-hand side of any such one-way roadway and to erect signs giving notice thereof.

## Section 355.090. No Stopping, Standing or Parking Near Hazardous or Congested Places.

- A. The City Traffic Engineer is hereby authorized to determine and designate by proper signs places not exceeding one hundred (100) feet in length in which the stopping, standing or parking of vehicles would create an especially hazardous condition or would cause unusual delay to traffic.
- B. When official signs are erected at hazardous or congested places as authorized herein, no person shall stop, stand or park a vehicle in any such designated place.

## Section 355.100. Physically Disabled Parking.

- A. It shall be unlawful for any person to park or stand any vehicle in any stall or space designated or reserved for physically disabled persons, as defined in Section 301.142, RSMo., as amended, whether upon public or private property open to public use, unless the vehicle bears the State of Missouri license plate or placard for the disabled as provided for in Sections 301.071 or 301.142, RSMo., as amended. The space shall be indicated by an upright sign whether on a pole or attached to a building upon which shall be inscribed the international symbol of accessibility and may also include any appropriate wording to indicate that the space is reserved for the exclusive use of vehicles which display a distinguishing license plate or card. The sign described in this Subsection shall also state, or an additional sign shall be posted below or adjacent to the sign stating, the following: "\$50 to \$300 fine".
- B. Any vehicle operator who is not physically disabled shall not use the handicapped parking space unless there is a physically disabled person in the vehicle or while the vehicle is being used to transport a physically disabled person.
- C. Any person convicted of violating this Section is guilty of an offense and shall be subject to a fine of not less than fifty dollars (\$50.00) nor more than three hundred dollars (\$300.00). Every day upon which such violation occurs shall constitute a separate offense.



Sikeston, mo age



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S1501 | EDUCATIONAL ATTAINMENT

American Community Survey

S0101 | AGE AND SEX

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Sikeston city, Missouri

Total

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Label	Estimate	Margin of Error
Total population	16,664	±332
AGE		
Under 5 years	1,246	±224
5 to 9 years	1,140	±220
10 to 14 years	1,060	±228
15 to 19 years	813	±135



# **Council Letter**

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Date of Meeting: 22-07-25

Originating Department: Public Works Department

To the Mayor and City Council:

Subject: Resolution 22-07-01 – Transportation Alternative Program (TAP) Application for Phase Three of the Railroad Rail-to-Trail Project.

Attachments:

1. Resolution 22-07-01

Action Options:

1. Approve
2. Other action Council may deem appropriate

Background:

The Public Works Department is requesting that Council authorize Jay Lancaster, Director of Public Works, to apply for federal assistance from the Transportation Alternatives Program (TAP) for the purpose of an East Malone/Linn Street trail and further authorize Mr. Lancaster to sign the application for federal assistance and any other official project documents that are necessary to obtain such assistance, including any agreements, contracts or other documents that are required by the State of Missouri or the Federal Highway Administration.

RESOLUTION 22-07-01

A RESOLUTION OF THE CITY OF SIKESTON, MISSOURI STATING ITS INTENT TO SEEK FUNDING FOR THE DEVELOPMENT OF PHASE THREE OF THE RAILROAD RAIL-TO-TRAIL 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 21<sup>st</sup> 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 designed 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 Alternative 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 \$105,223.96 of local cash funds to be used in the development of phase three of the rail to trail project.

Read this 25<sup>th</sup> day of July, 2022, discussed and voted as follows:

Robison\_\_\_\_\_, Williams\_\_\_\_\_, Self \_\_\_\_\_, Baker \_\_\_\_\_,  
Leible \_\_\_\_\_, Teachout\_\_\_\_\_, and Turnbow\_\_\_\_\_,  
thereby being \_\_\_\_\_.

\_\_\_\_\_  
Greg Turnbow, Mayor

\_\_\_\_\_  
Approved as to Form:  
Tabatha Thurman, City Counselor

ATTEST:

\_\_\_\_\_  
Rhonda Council, City Clerk



# **Council Letter**

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Date of Meeting: 22-07-25

Originating Department: Public Works Department

To the Mayor and City Council:

Subject: Resolution 22-07-02 – Transportation Alternative Program (TAP) Application for Phase Two of the Northwest Safe Route to Schools Project

Attachments:

1. Resolution 22-07-02

Action Options:

1. Approve
2. Other action Council may deem appropriate

Background:

The Public Works Department is requesting that Council authorize Jay Lancaster, Director of Public Works, to apply for federal assistance from the Transportation Alternatives Program (TAP) for the purpose of a Safe Route to Schools trail and further authorize Mr. Lancaster to sign the application for federal assistance and any other official project documents that are necessary to obtain such assistance, including any agreements, contracts or other documents that are required by the State of Missouri or the Federal Highway Administration.

RESOLUTION 22-07-02

A RESOLUTION OF THE CITY OF SIKESTON, MISSOURI STATING ITS INTENT TO SEEK FUNDING FOR THE DEVELOPMENT OF PHASE TWO OF THE NORTHWEST SAFE ROUTE TO SCHOOL 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 21<sup>st</sup> 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 designed 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 Alternative 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.

THEREFOR, BE IT FURTHER RESOLVED that the applicant will dedicate up to \$51,697.50 of local cash funds to be used in the development of phase three of the rail to trail project.

Read this 25<sup>th</sup> day of July, 2022, discussed and voted as follows:

Robison\_\_\_\_\_, Williams\_\_\_\_\_, Self \_\_\_\_\_, Baker \_\_\_\_\_,  
Leible \_\_\_\_\_, Teachout\_\_\_\_\_, and Turnbow\_\_\_\_\_,  
thereby being \_\_\_\_\_.

\_\_\_\_\_  
Greg Turnbow, Mayor

\_\_\_\_\_  
Approved as to Form:  
Tabatha Thurman, City Counselor

ATTEST:

\_\_\_\_\_  
Rhonda Council, City Clerk

# **Council Letter**

---

Date of Meeting: 22-07-25

Originating Department: Department of Community Development

To the Mayor and City Council:

Subject: 1<sup>st</sup> Reading, Bill # 6273, Authorization to Annex 8.227 to be known as Saddleridge South 2<sup>nd</sup> Addition

Attachment(s):

1. Bill # 6273
2. Plat

Action Options:

1. 1<sup>st</sup> Reading and Briefing only. Council action will be requested on August 1, 2022.
2. Other action Council may deem appropriate

Background:

Staff received a request from Waters Engineering on behalf of Saddleridge South, LLC, to annex a tract of land consisting of approximately 8.227 acres which generally lies along the west side of S. Illinois Ave and South of Ables Rd, Scott County Missouri and to be known as Saddleridge South 2<sup>nd</sup> Addition in the City of Sikeston, Missouri.

The Planning and Zoning committee met July 12, 2022 and passed a favorable recommendation to approve the annexation request.

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6273 PROVIDING FOR APPROVAL TO ANNEX A TRACT OF LAND WHICH GENERALLY LIES ALONG THE WEST SIDE OF S. ILLINOIS AVE AND SOUTH OF ABLES ROAD AN ADJACENT, UNINCORPORATED AREA INTO THE CITY OF SIKESTON, MISSOURI.

WHEREAS, a verified Petition, signed by all owners of the real estate described below and requesting annexation of the area into the City of Sikeston, Missouri, was filed with the City Clerk; and

WHEREAS, the real estate is adjacent and contiguous to the present corporate limits of the City of Sikeston, Missouri; and

WHEREAS, a public hearing concerning this matter was held at the City Hall Council Chambers in the City of Sikeston, Missouri, at 4:00 p.m. on July 12, 2022; and

WHEREAS, notice of this public hearing was published on June 26, 2022; in the Standard Democrat, a daily newspaper of general circulation in the County of Scott, Missouri; and

WHEREAS, at the public hearing, all interested persons, corporations, and political subdivisions were afforded the opportunity to present evidence regarding the proposed annexation; and

WHEREAS, no written objection to the proposed annexation was filed with the City Council of the City of Sikeston, Missouri, within fourteen (14) days after the public hearing; and

WHEREAS, the City Council of the City of Sikeston, Missouri, does find and determine that the annexation is reasonable and necessary to the proper development of the City; and

WHEREAS, the City of Sikeston, Missouri, is able to furnish normal municipal services to the area within a reasonable time after annexation; and

WHEREAS, the City Council of the City of Sikeston, Missouri, finds that it is in the best interest of the City and its citizens to annex the property described in the verified Petition.

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

SECTION I: Pursuant to § 71.012, RSMo 2013, the following described real estate is hereby annexed into the City of Sikeston, Missouri, to-wit:

See Exhibit "A" which is attached hereto and incorporated by reference.

SECTION II: The boundaries of the City of Sikeston, Missouri, are hereby altered so as to encompass the above-described tract of land lying adjacent and contiguous to the present corporate limits.

SECTION III. The City Clerk of the City of Sikeston, Missouri, is hereby ordered to cause three (3) certified copies of this Ordinance to be filed with the Scott County Clerk.

SECTION IV. The City Engineer, the City Planner, and other pertinent City personnel are hereby authorized and directed to conform all maps, directories, drawings, plats and other appropriate documents to the altered corporate limits of the City of Sikeston, Missouri, as herein provided.

SECTION V. All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed insofar as they do conflict.

SECTION VI: Record of Passage:

A. Bill Number 6273 was introduced and read the first time this 25<sup>th</sup> day of July, 2022.

B. Bill Number 6273 was read the second time and discussed on this 1<sup>th</sup> day of August, 2022, and was voted as follows:

Self \_\_\_\_\_, Baker \_\_\_\_\_, Leible \_\_\_\_\_,

Robison \_\_\_\_\_, Teachout \_\_\_\_\_, Williams \_\_\_\_\_.

and Turnbow\_\_\_\_\_.

thereby being \_\_\_\_\_, and becoming ordinance 6273.

C. Ordinance 6273 shall be in full force and effect from and after August 31, 2022.

\_\_\_\_\_  
Approved as to form  
Tabatha Thurman, City Counselor

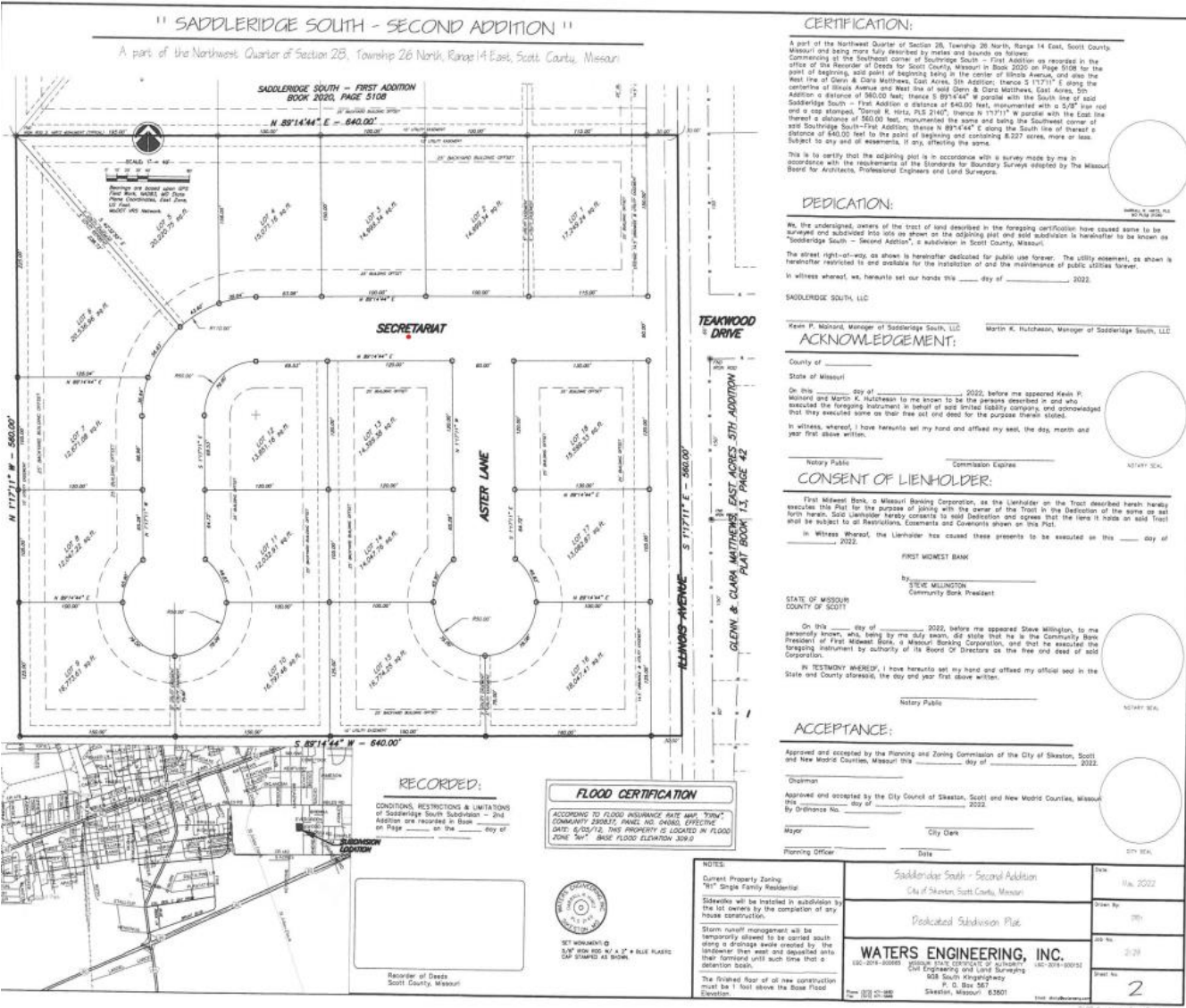
\_\_\_\_\_  
Greg Turnbow, Mayor

Seal / Attest:

\_\_\_\_\_  
Rhonda Council, City Clerk

EXHIBIT “A”

A part of the Northwest Quarter of Section 28, Township 26 North, Range 14 East Scott County, Missouri and being more fully described by metes and bounds as follows: Commencing at the Southeast corner of Southridge South-First Addition as recorded in office of the Recorder of Deeds for Scott county, Missouri in Book 2020 on Page 5108 for the point of beginning, said point of beginning being in the center of Illinois Avenue, and also the West line of Glenn & Clara Matthews, East Acres, 5th Addition; thence S 1°17'11” E along the centerline of Illinois Avenue and West line of said Glenn & Clara Matthews, East Acres, 5th Addition a distance of 560.00 feet; thence S 89°14'44” W parallel with the South line of said Saddleridge South- First Addition a distance of 640.00 feet, monumented with 5/8” iron rod and a cap stamped, “Darrall R. Hirtz, PLS 2140”; thence N 1°17'11” W parallel with the East line thereof a distance of 560.00, monumented the same and being the Southwest corner of said Southridge South- First Addition; thence N 89 °14'44” E along the South line of thereof a distance of 640.00 feet to the point of beginning an containing 8.227 acres, more or less. Subject to any and all easements, if an affecting the same.



# **Council Letter**

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Date of Meeting: 22-07-25

Originating Department: Department of Community Development

To the Mayor and City Council:

Subject: 1<sup>st</sup> Reading, Bill # 6274, Authorization to Rezone from AG to R-1

Attachment(s):

1. Bill # 6274
2. Plat

Action Options:

1. 1<sup>st</sup> Reading and Briefing only. Council action will be requested on August 1, 2022.
2. Other action Council may deem appropriate

Background:

Staff received a request from Waters Engineering on behalf of Saddleridge South, LLC, to rezone 8.227 acres on S. Illinois Ave. to be known as Saddleridge South Second Addition from Agricultural (AG) to Single Family Residential (R-1) in the City of Sikeston, Missouri.

The Planning and Zoning committee met July 12, 2022 and passed a favorable recommendation to approve the rezoning request.

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6274 PROVIDING FOR THE REZONING FROM “AG” AGRICULTURAL TO “R-1” SINGLE FAMILY RESIDENTIAL THE FOLLOWING DESCRIBED REAL ESTATE TO-WIT: 8.227 ACRES WHICH GENERALLY LIES ALONG THE WEST SIDE OF ILLINOIS AVENUE SOUTH OF ABLES ROAD, SCOTT COUNTY, MISSOURI.

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

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

Section II: The Planning And Zoning Commission met On July 12, 2022 and voted to approve the rezoning from “AG” Agricultural To “R-1” Single Family Residential the following described real estate to-wit: A part of the Northwest Quarter of Section 28, Township 26 North, Range 14 East Scott County, Missouri and being more fully described by metes and bounds as follows: Commencing at the Southeast corner of Southridge South-First Addition as recorded in office of the Recorder of Deeds for Scott county, Missouri in Book 2020 on Page 5108 for the point of beginning, said point of beginning being in the center of Illinois Avenue, and also the West line of Glenn & Clara Matthews, East Acres, 5th Addition; thence S 1°17’11” E along the centerline of Illinois Avenue and West line of said Glenn & Clara Matthews, East Acres, 5th Addition a distance of 560.00 feet; thence S 89°14’44” W parallel with the South line of said Saddleridge South- First Addition a distance of 640.00 feet, monumented with 5/8” iron rod and a cap stamped, “Darrall R. Hirtz, PLS 2140”; thence N 1°17’11” W parallel with the East line thereof a distance of 560.00, monumented the same and being the Southwest corner of said Southridge South- First Addition; thence N 89 °14’44” E along the South line of thereof a distance of 640.00 feet to the point of beginning an containing 8.227 acres, more or less. Subject to any and all easements, if an affecting the same.

SECTION III: A plat of said real estate is marked as Exhibit “A” attached hereto and incorporated by reference.

SECTION IV: The above tract of land is hereby rezoned from “AG” Agricultural to “R-1” Single Family Residential.

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

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

SECTION VII: Record of Passage

- A. Bill Number 6274 was introduced and read the first time this 25<sup>th</sup> day of July 2022.
- B. Bill Number 6274 was read the second time and discussed on this 1<sup>st</sup> day of August 2022 and was voted as follows:  
  
Self, \_\_\_\_\_, Baker, \_\_\_\_\_, Leible, \_\_\_\_\_, Robison, \_\_\_\_\_  
  
Teachout, \_\_\_\_\_, Williams, \_\_\_\_\_, and Turnbow \_\_\_\_\_ ,  
  
hereby being \_\_\_\_\_.
- C. Ordinance 6274 shall be in full force and effect from and after August 31, 2022.

\_\_\_\_\_  
Greg Turnbow, Mayor

\_\_\_\_\_  
Approved as to form  
Tabatha Thurman, City Counselor

Seal / Attest:

\_\_\_\_\_  
Rhonda Council, City Clerk





# **Council Letter**

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Date of Meeting: 22-07-25

Originating Department: Department of Community Development

To the Mayor and City Council:

Subject: 1<sup>st</sup> Reading, Bill # 6275, Subdivision of Saddleridge South Second Addition

Attachment(s):

1. Bill # 6275
2. Plat

Action Options:

1. 1<sup>st</sup> Reading and Briefing only. Council action will be requested on August 1, 2022.
2. Other action Council may deem appropriate

Background:

Staff received a request from Waters Engineering on behalf of Saddleridge South, LLC to subdivide a tract of land containing approximately 8.227 acres of to be known as Saddleridge South Second Addition on S. Illinois Ave in the City of Sikeston, Missouri.

The Planning and Zoning committee met July 12, 2022 and passed a favorable recommendation to approve the subdivision request.

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6275 PROVIDING FOR THE APPROVAL OF SUBDIVIDING A 8.227 ACRE TRACT OR PARCEL OF LAND BEING KNOWN AS SADDLERIDGE SOUTH SECOND ADDITION, WHICH GENERALLY LIES ALONG THE WEST SIDE OF S. ILLINOIS AVENUE SOUTH OF ABLES ROAD.

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

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

SECTION II: The Planning and Zoning Commission met on July 12, 2022 and voted to approve the subdividing of a tract or parcel of land the plat of which is attached hereto, marked Exhibit "A" and incorporated by reference and legally described as follows and known as Saddleridge South Second Addition:

A part of the Northwest Quarter of Section 28, Township 26 North, Range 14 East Scott County, Missouri and being more fully described by metes and bounds as follows: Commencing at the Southeast corner of Southridge South-First Addition as recorded in office of the Recorder of Deeds for Scott county, Missouri in Book 2020 on Page 5108 for the point of beginning, said point of beginning being in the center of Illinois Avenue, and also the West line of Glenn & Clara Matthews, East Acres, 5th Addition; thence S 1°17'11" E along the centerline of Illinois Avenue and West line of said Glenn & Clara Matthews, East Acres, 5th Addition a distance of 560.00 feet; thence S 89°14'44" W parallel with the South line of said Saddleridge South- First Addition a distance of 640.00 feet, monumented with 5/8" iron rod and a cap stamped, "Darrall R. Hirtz, PLS 2140"; thence N 1°17'11" W parallel with the East line thereof a distance of 560.00, monumented the same and being the Southwest corner of said Southridge South- First Addition; thence N 89 °14'44" E along the South line of thereof a distance of 640.00 feet to the point of beginning an containing 8.227 acres, more or less. Subject to any and all easements, if an affecting the same.

SECTION III: Said plat and subdivision is accepted and approved subject to full compliance with all applicable building and other codes and the stormwater management plan.

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

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

SECTION VI: Record of Passage

- A. Bill Number 6275 was introduced and read the first time this 25<sup>th</sup> day of July 2022.
- B. Bill Number 6275 was read the second time and discussed on this 1<sup>st</sup> day of August 2022 and was voted as follows:

Self, \_\_\_\_\_, Baker, \_\_\_\_\_, Leible, \_\_\_\_\_, Robison, \_\_\_\_\_  
Teachout, \_\_\_\_\_, Williams, \_\_\_\_\_, and Turnbow \_\_\_\_\_ ,  
hereby being \_\_\_\_\_.

- C. Ordinance 6275 shall be in full force and effect from and after August 31, 2022.

\_\_\_\_\_  
Greg Turnbow, Mayor

\_\_\_\_\_  
Approved as to form  
Tabatha Thurman, City Counselor

Seal / Attest:

\_\_\_\_\_  
Rhonda Council, City Clerk



## Council Letter

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Date of Meeting: 22-07-25

Originating Department: Finance Department

To the Mayor and City Council:

Subject: Bill Number 6276 Amending City Code Chapter 135, Municipal Court

Attachment(s):

1. Ordinance Number 6276
2. Sikeston City Code Prior to Amendment

Action Options:

1. First Reading of Bill Number 6276
2. Other action Council may deem appropriate

Background:

Municipal Court recently underwent a review by the Office of the State Court Administrator. Some of the findings of their visit are addressed in this ordinance. Several court costs assessed by City Code are no longer permissible. Our court has not been assessing these costs, but City Code was never amended. Changes are:

- Defendants can not be assessed boarding fees for time held in confinement in the county jail.
- Mileage and interpreter fees are no longer assessed to defendants as court costs.
- Costs cannot be assessed for the issuance of a warrant, a commitment, or a summons.
- The court clerk will remit Crime Victims' Fund and Peace Officers Training Fund to the State of Missouri and the city treasury as required.

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6276 AND SHALL AMEND CHAPTER 135, MUNICIPAL COURT, WITHIN THE CITY OF SIKESTON, MISSOURI.

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

SECTION I: This Ordinance shall be codified in Chapter 135 of the Sikeston Municipal Code.

SECTION II: Section 135.180 Jailing of Defendants shall be amended to read as follows:

“If, in the opinion of the Municipal Judge, the City has no suitable and safe place of confinement, the Municipal Judge may commit the defendant to the County Jail and it shall be the duty of the Sheriff, if space for the prisoner is available in the County Jail, upon receipt of a warrant of commitment from the Judge, to receive and safely keep such prisoner until discharged by due process of law. The municipality shall pay the board of such prisoner at the same rate as may now or hereafter be allowed to such Sheriff for the keeping of such prisoner in his/her custody.”

SECTION III: Section 135.270 Costs – Amount shall be amended to read as follows:

“A. In addition to any fine that may be imposed by the Municipal judge, there shall be assessed as costs in all cases, Costs of Court in the amount of twelve dollars (\$12.00).”

SECTION IV: Section 135.280 Additional Fee – Crime Victims’ Fund shall be amended to read as follows:

“A. In addition to all other Court Costs and/or fees provided for in Chapter 135 herein, in accordance with Section 595.045, RSMo., there shall be assessed a fee of seven dollars fifty cents (\$7.50) following a conviction or plea of guilty in all cases involving the violation of a municipal ordinance, except those cases where the charge has been dismissed by the Court or when costs are to be paid by the State, County, or municipality.

B. The said seven dollars fifty cents (\$7.50) fee required in Subsection (A) above shall be collected by the Municipal Court Clerk who shall, at least monthly, transmit ninety-five percent (95%) (seven dollars thirteen cents (\$7.13)) of all such fees referred to in Subsection (A) above to the Missouri Director of Revenue. Five percent (5%) of such monies shall be paid to the City Treasury.”

SECTION V: Section 135.290 Additional Fee – Police Officers Training Fund shall be amended to read as follows:

“A. In addition to the Court costs provided for in Chapter 135, Section 135.270 herein, there shall be assessed an additional fee of two dollars (\$2.00) on any violation of municipal ordinances, provided no such fee shall be collected in any proceeding when the proceedings or defendant has been dismissed by the court or where the costs are to be paid by the State, County or municipality.

B. The Clerk of the Municipal Court shall collect the two-dollar (\$2.00) fee provided for in Subsection (A) above and shall monthly transmit all such fees to the City Treasury.

C. All fees received pursuant to this Section may be used only to pay for the pre-regular-employment training of public safety officers or other Law Enforcement Officers employed or appointed by the City of Sikeston, Missouri.

D. An additional surcharge in the amount of one dollar (\$1.00) shall be assessed and collected as provided in this Section. This fee shall be deposited with the Treasurer of the State to the credit of the Peace Officer Standards and Training Commission Fund to be used statewide for training of Peace Officers. Collection of this surcharge shall commence on July 1, 1997.

E. The Clerk of the Municipal Court shall collect the surcharge provided for in subsection (D) above and shall transmit monthly all such fees to the City Treasury.”

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

SECTION VII: 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 VIII: Record of Passage:

- A. Bill Number 6276 was introduced and read the first time this 25<sup>th</sup> day of July 2022.
- B. Bill Number 6276 was read the second time and discussed this 1<sup>st</sup> day of August 2022, and voted as follows:

Baker \_\_\_\_\_, Leible \_\_\_\_\_, Robison \_\_\_\_\_,  
Self \_\_\_\_\_, Teachout \_\_\_\_\_, Williams \_\_\_\_\_,  
and Turnbow \_\_\_\_\_, thereby being \_\_\_\_\_,  
and becoming Ordinance 6276.

- C. Ordinance 6276 shall be in full force and effect from and after September 1, 2022.

\_\_\_\_\_  
Greg Turnbow, Mayor

\_\_\_\_\_  
Approved as to form  
Tabatha Thurman, City Counselor

Seal / Attest:

\_\_\_\_\_  
Rhonda Council, City Clerk



City of Sikeston, MO  
Thursday, July 14, 2022

## Chapter 135. Municipal Court

### Article I. Generally

#### Section 135.180. Jailing of Defendants.

[R.O. 2009 §2.88.180; Prior Code §2-718]

If, in the opinion of the Municipal Judge, the City has no suitable and safe place of confinement, the Municipal Judge may commit the defendant to the County Jail and it shall be the duty of the Sheriff, if space for the prisoner is available in the County Jail, upon receipt of a warrant of commitment from the Judge, to receive and safely keep such prisoner until discharged by due process of law. The municipality shall pay the board of such prisoner at the same rate as may now or hereafter be allowed to such Sheriff for the keeping of such prisoner in his/her custody. The same shall be taxed as cost.

#### Section 135.270. Costs — Amount.

[R.O. 2009 §2.88.270; Prior Code §2-726; Ord. No. 4205 §1, 1980; Ord. No. 5429 §2, 11-2001]

- A. In addition to any fine that may be imposed by the Municipal Judge, there shall be assessed as costs in all cases the following:
1. Costs of Court in the amount of twelve dollars (\$12.00).
  2. Other costs such as for the issuance of a warrant, a commitment or a summons as provided before the Associate Circuit Judge in criminal prosecutions.
  3. Actual costs assessed against the City by the County Sheriff for apprehension or confinement in the County Jail.
  4. Mileage, in the same amount as provided to the Sheriff in criminal violations, for each mile and fraction thereof the officer must travel (both directions) in order to serve any warrant of commitment or order of this Court.
  5. *Interpreter fees.* Actual costs assessed against the City by an interpreter for services rendered during an appearance or other proceedings before the Sikeston Municipal Court. No such costs shall be assessed when interpreter services are rendered for hearing impaired individuals appearing before the Court.

#### Section 135.280. Additional Fee — Crime Victims' Fund.

[R.O. 2009 §2.88.271; Ord. No. 4979 §II, 11-1-1993; Ord. No. 5132 §IV, 12-1996; Ord. No. 5419 §II, 9-4-2001]

- A. In addition to all other Court costs and/or fees provided for in Chapter **135** herein, in accordance with Section 595.045, RSMo., there shall be assessed a fee of seven dollars fifty cents (\$7.50) following a conviction or plea of guilty in all cases involving the violation of a municipal ordinance,

except those cases where the charge has been dismissed by the Court or when costs are to be paid by the State, County or municipality.

- B. The said seven dollars fifty cent (\$7.50) fee required in Subsection **(A)** above shall be collected by the Municipal Court Clerk who shall, at least monthly, transmit all such fees collected to the City Clerk.
- C. The City Clerk shall, at least monthly, transmit ninety-five percent (95%) (seven dollars thirteen cents (\$7.13)) of all such fees referred to in Subsection **(A)** above which are received from the Municipal Court Clerk to the Missouri Director of Revenue. Five percent (5%) of such monies shall be payable to the City Treasury.

## Section 135.290. Additional Fee — Police Officers Training Fund.

[R.O. 2009 §2.88.275; Ord. No. 4562 §1, 4-7-1986; Ord. No. 5132 §§iv—v, 12-1996]

- A. In addition to the Court costs provided for in Chapter **135**, Section **135.270** herein, there shall be assessed an additional fee of two dollars (\$2.00) on any violation of municipal ordinances, provided no such fee shall be collected in any proceeding when the proceedings or defendant has been dismissed by the Court or where the costs are to be paid by the State, County or municipality.
- B. The Clerk of the Municipal Court shall collect the two dollar (\$2.00) fee provided for in Subsection **(A)** above and shall monthly transmit all such fees to the City Clerk.
- C. All fees received pursuant to this Section may be used only to pay for the pre-regular-employment training of public safety officers of the City of Sikeston, Missouri, provided that any excess funds not needed to pay for such pre-regular-employment training may be used to pay for additional training for public safety officers or other Law Enforcement Officers employed or appointed by the City of Sikeston, Missouri.
- D. An additional surcharge in the amount of one dollar (\$1.00) shall be assessed and collected as provided in this Section. This fee shall be deposited with the Treasurer of the State to the credit of the Peace Officer Standards and Training Commission Fund to be used statewide for training of Peace Officers. Collection of this surcharge shall commence on July 1, 1997.
- E. The Clerk of the Municipal Court shall collect the surcharge provided for in Subsection **(D)** above and shall transmit monthly all such fees to the City Clerk.