

TENTATIVE AGENDA

REGULAR CITY COUNCIL MEETING  
CITY HALL  
COUNCIL CHAMBERS  
105 E. CENTER ST., SIKESTON MO  
MONDAY, SEPTEMBER 25, 2023  
5:00 P.M.

- I. CALL TO ORDER
- II. RECORD OF ATTENDANCE
- III. OPENING PRAYER
- IV. PLEDGE OF ALLEGIANCE
- V. BOARDS & COMMISSION SWEARING-IN
- VI. ITEMS OF BUSINESS
  - A. Reassignment of Airport Lease
  - B. Authorization to Enter into Memorandum of Understanding with Board of Municipal Utilities for ARPA Funding
  - C. Resolution 23-09-01, Scott County 2024 Hazard Mitigation Plan
  - D. Authorization to Purchase Road Salt
  - E. Interim Appointment to Board of Municipal Utilities
  - F. Other Items as May Be Determined During the Course of the Meeting
- VII. ADJOURNMENT INTO EXECUTIVE SESSION

Property (RSMo 610.021(2))
- VIII. ADJOURNMENT

Dated this 20<sup>th</sup> day of October 2023.

*Rhonda Council*

Rhonda Council, City Clerk

The City of Sikeston complies with ADA guidelines. Notify Rhonda Council at 471-2512 (TDD Available) to notify the City of any reasonable accommodation needed to participate in the City Council's Meeting.

# **Council Letter**

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Date of Meeting: 25-09-23

Originating Department: Finance Division

To the Mayor and City Council:

Subject: Reassignment of Airport Lease

Attachment(s):

1. Airport Ground Lease with James Lincoln & Associates

Action Options:

1. Approve assignment of lease to James Ferris
2. Other action Council may deem appropriate

Background:

James Lincoln & Associates own an airport hangar north of the property currently known as T-hangers at the airport. They currently pay \$2,688.00 per year for their ground lease. The lease was signed on May 20, 2002, and is set to expire on May 31, 2042. Mr. Lincoln is requesting to assign the lease to James Ferris per Section 13.

Mr. Ferris would like to enter into a new lease with the City once the sale of the hanger is completed.

## AIRPORT GROUND LEASE

This Agreement, made and entered into this 20<sup>th</sup> day of May, 2002, by and between the **CITY OF SKESTON, MISSOURI**, a Municipal Corporation, hereinafter called "**Lessor**", and **JAMES LINCOLN & ASSOCIATES**, hereinafter referred to as "**Lessee**".

For and in consideration of the mutual covenants, terms and conditions contained herein, the parties agree as follows:

### **SECTION 1: PREMISES.**

Lessor hereby leases to Lessee the following described property:

A parcel of land located at Skeston Municipal Airport, Skeston, Scott County Missouri, more particularly described as follows:

140' x 160' situated immediately north of property currently known as T-hangers property, is independent and shown on current Airport Layout Plan as future lease space and subject to survey. Legal description will govern. See attached plat, marked Exhibit "A", depicting parcel of land (highlighted in yellow)

Lessee shall furnish to Lessor a survey of the property and any proposed access easements.

### **SECTION 2: TERM.**

The original term of this Agreement shall be forty (40) years and shall commence on the 1<sup>st</sup> day of June, 2002, and shall expire on the 31<sup>st</sup> day of May, 2042.

### **SECTION 3: RENTAL.**

For the first twenty (20) years of the term of this Lease, the annual rental amount shall be One Thousand Seven Hundred Ninety-two and 00/100ths Dollars (\$1,792.00) which is the product of \$0.08 per square foot times the number of square feet leased herein (22,400 square feet). For the next twenty (20) years of the term of this lease, the annual rental amount shall be Two Thousand Six Hundred Eighty-eight and 00/100ths Dollars (\$2,688.00) which is the product of \$0.12 per square foot times the number of square feet leased herein (22,400 square feet).

All rents due under this Lease are payable monthly without demand on the 10<sup>th</sup> of each month beginning June 10, 2002.

All payments are to be made at the office of the City Collector of the City of Sikeston or at such other place as Lessor may direct.

#### **SECTION 4: USE OF THE PREMISES.**

The premises are to be used for the purpose of constructing and maintaining a hangar for Lessee's airplanes. Lessee shall not use or permit the use of all or any portion of the leased premises in any other manner than herein set forth, without the prior written consent of Lessor.

Lessee further agrees to comply with all Rules and Regulations set out by the Sikeston Airport and any federal and/or state agency.

#### **SECTION 5: UTILITIES.**

Lessee shall assume and pay for all costs and charges for utility services furnished to Lessee during the term of this Lease, and Lessee shall have the right to connect to any and all storm and sanitary sewers and water and utility outlets at its own costs and expense, and Lessee shall pay for any and all service charges incurred therefore. Any and all utilities shall be constructed or connected in accordance with plans submitted to and approved by Lessor.

#### **SECTION 6: CUSTODIAL SERVICES.**

Lessee agrees to provide the necessary materials, equipment and labor to provide all necessary janitorial and custodial services, and to maintain the premises in a clean, safe, orderly and sanitary condition. Lessee shall provide a complete and proper arrangement for the adequate sanitary handling and disposal of all trash and other refuse caused by its operations under this Lease.

#### **SECTION 7: MAINTENANCE AND REPAIR.**

Lessee shall, at its sole cost and expense, keep and maintain the demised premises, all improvements, additions or alterations thereto, equipment and landscaping constructed or installed by Lessee upon the demised premises, in first class condition, which condition shall at all times be based on a standard of care reflecting prudent property management, reasonable wear and tear excepted. In the event said improvements are not maintained in first class condition, the Lessor shall have the right but not the obligation to repair or remove the improvement. Said expense of repair or removal shall be added to the rental due and is payable thirty (30) days after demand.

#### **SECTION 8: IMPROVEMENTS.**

In the event Lessee desires to construct buildings or facilities on the demised premises, Lessee shall submit to Lessor final plans, specifications and architectural renderings prepared by registered architects and engineers. Lessee shall hold the Lessor harmless and reimburse it for any and all expenses of any nature whatsoever arising out of any claim from said improvements. Lessee



agrees not to construct any buildings or facilities on the demised premises without prior written consent of Lessor; however such approval shall not be unreasonably withheld. Lessee shall keep the real estate leased hereunder free and clear of any and all liens or encumbrances of any kind in any way arising out of any such construction.

In the event any buildings or facilities are constructed upon the premises, Lessee shall purchase and maintain insurance on said buildings or facilities against damage or loss by fire or risk of a similar nature which are on or shall be customarily covered under standard policies of fire insurance having standard extended coverage endorsements.

In the event any buildings or facilities constructed upon the demised premises are damaged or destroyed by fire or other casualty loss, Lessee shall have the option of either restoring the buildings or facilities and continuing under the terms of this Lease, or terminating this Lease as hereinafter provided. Provided, however, any such restoration must comply with the then existing FAA requirements.

At the expiration or termination of this Lease for any reason, Lessee may retain as its sole property all real property improvements which have been constructed by Lessee, having the right to remove said improvements and restore the land substantially to its original condition, all at Lessee's expense. If Lessee intends to remove any of said improvements, then Lessee must give notice of its intent one hundred twenty (120) days prior to the expiration or termination of the lease. Additionally, any such removal must be completed by the end of the expiration or termination of the lease or said right to remove will be forfeited and the improvements shall become the property of the Lessor.

#### **SECTION 9: RIGHT OF WAY.**

Lessor shall have at all reasonable times during business hours, the full and unrestricted right to enter the leased premises for the purpose of inspection, and for the purpose of doing any and all things which it is obligated or has a right to do under this agreement or by law.

Lessee shall have at all times the full and unrestricted right to access the leased premises from all points of entry into airport premises. Any additional access requested by Lessee shall not be unreasonably denied by Lessor provided, however, that the construction and maintenance of such access shall be at the cost of the Lessee.

#### **SECTION 10: TAXES.**

Lessee shall pay all personal property taxes which may be assessed against equipment, merchandise or other personal property owned or used by Lessee located on the demised premises.

## **SECTION 11: REHABILITATION ACT REQUIREMENTS.**

Lessee shall operate and maintain its facilities in accordance with the requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and will assure that no qualified handicapped

person shall, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination, including discrimination in employment under any program or activity that receives funds or benefits from a Federal Grant. Lessee further assures that it shall comply with the requirements imposed by or pursuant to 49 C.F.R., Part 27.

## **SECTION 12: NON DISCRIMINATION.**

Lessee shall not, on the grounds of race, color, creed or national origin, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Title VI of the Civil Rights Act of 1964, and Part 21 of the Regulations of the Office of the Secretary of Transportation in the use of the leased premises. Lessor reserves the right to take such action as the United States Government may direct to enforce this covenant.

The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered by 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on the grounds from participation in or receiving the services or benefits of any program or activity covered by this subpart. The Lessee assures that it will require that its covered sub-organizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.

Lessee agrees to furnish service on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED, that Lessee may make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

## **SECTION 13: ASSIGNMENT AND SUBLEASE.**

Lessee shall have the right, with the prior written consent of Lessor, to assign this Lease, or to sublease any portion of the demised premises, but in such event Lessee shall remain liable to Lessor for the remainder of the term of the Lease to pay to Lessor any portion of the rent and fees provided for herein upon failure of the assignee or sub-lessee to pay the same when due. Said assignee or sub-lessee shall not assign or sublease without the prior written consent of Lessor and



Lessee. Any such assignment by Lessee shall contain a clause to this effect. Lessee hereby agrees that any sublease or assignment shall be solely for the purpose of conducting a business of the same general nature and purposes as specified herein.

#### **SECTION 14: NO WAIVER OF FUTURE BREACH.**

The failure of Lessor or Lessee to insist, in any one or more instances, on a strict performance of any of the terms or the conditions of this Lease, or to exercise any right herein contained, shall not be construed as a future waiver or a relinquishment of the provisions or right, but the same shall continue and remain in full force and effect. The receipt by Lessor of rent, with knowledge of the breach of any term or condition hereof, shall not be deemed a waiver of the breach and no waiver by Lessor of any provision hereof shall be deemed to have been made unless expressed in writing and signed by Lessor. Should Lessor at some time consent to an assignment of this Lease or to a sublease of the whole or any part of the demised premises, no further assignment and no further sublease shall be made without the express consent in writing by Lessor. None of the terms or conditions of this lease shall be altered, waived, or modified in any manner except by written instrument executed by both parties.

#### **SECTION 15: INDEMNIFICATION.**

Lessee agrees to indemnify, defend and hold harmless the Lessor from all claims, actions, suits, and demands because of bodily injury, including death, and because of damages to property or losses which may arise out of or result from Lessee's operation or use of the demised premises whether such operation or use are by Lessee, its agent, employee or anyone directly or indirectly employed by Lessee. Lessee shall procure and maintain in effect for the term of this Agreement, liability insurance naming Lessor as an additional insured in an amount not less than \$300,000.00 for one person and \$1,000,000.00 for any one occurrence involving injury, including death, to more than one person, with property damage insurance of not less than \$100,000.00 for any one occurrence. In addition, Lessee shall procure hangar keepers liability insurance for aircraft in custody of Lessee on the demised premises. If, however, the State of Missouri raises the liability limits for municipalities contained in Section 537.600 et seq., revised statutes of Missouri, or elsewhere, Lessee shall increase its liability insurance to an amount equal to those increased liability limits.

#### **SECTION 16: LESSEE'S RIGHT OF TERMINATION.**

Lessee shall have the right to terminate this Lease upon the happening of one or more of the following events:

A. The permanent abandonment of the Airport;

B. The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part thereof, in such a manner as to substantially restrict Lessee's use of the premises for a period of forty-five (45) days;

C. Issuance by any Court of competent jurisdiction of any injunction in any way preventing or restricting the use of the Airport, and the remaining in force of such injunction for a period of at least forty-five (45) days;

D. The default by Lessor in the performance of any covenant or agreement herein required to be performed by Lessor, and the failure of Lessor to remedy such default for a period of thirty (30) days after receipt from Lessee of written notice to remedy said default; and

E. If Lessor has failed to properly maintain the runway and auxiliary facilities in proper repair and condition.

Lessee may exercise the right of termination by written notice to Lessor at any time within thirty (30) days after any of the events mentioned in the preceding subparagraphs (A) through (E) above.

#### **SECTION 17: LESSOR'S RIGHT OF TERMINATION.**

This Lease shall be subject to termination by Lessor upon the happening of any one or more of the following events:

A. Lessee shall be in arrears in the payment of rent for a period of sixty (60) days after the time such payment shall be due;

B. Lessee shall make a general assignment for the benefit of creditors;

C. Lessee shall file a voluntary, or have filed against it an involuntary, petition in bankruptcy, provided such petition whether voluntary or involuntary shall not be dismissed within fifteen (15) days after it is filed;

D. Lessee shall abandon the demised premises;

E. Lessee shall discontinue its use of the premises for a period of ninety (90) days; and

F. Lessee shall default in the performance of any of the other covenants, agreements and conditions required to be kept and performed by Lessee, and such default continue for a period of sixty (60) days after receipt of written notice from Lessor of said default.

Lessor may exercise the right of termination provided for herein by written notice to Lessee of its intention to terminate, and this Lease shall terminate ten (10) days after the date of such notice.

In the event of termination, Lessor may take possession of the demised premises upon the effective date of said termination. Default under this Lease shall entitle Lessor to declare all remaining installments or rentals to be due and payable immediately, and in the event Lessor shall take possession of the demised premises, it may relet the same upon such terms and conditions as



it shall deem appropriate, and any deficiency in the rental payments shall be and remain the obligation of the Lessee.

18. Notwithstanding anything to the contrary, this Agreement shall be subject and subordinate to the provisions of any existing or future agreement between Lessor and the United States, or any agency thereof, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development or operation of the Airport; provided, however, that Lessor shall, to the extent permitted by law, use its best efforts to cause any such agreements to include provisions protecting and preserving the rights of Lessee in and to the premises, and to compensation for taking thereof, interference therewith and damage thereto, caused by such agreement or by actions of Lessor or the United States pursuant thereto.

#### **SECTION 19: NOTICES.**

Any notice or other communication to Lessor or Lessee referred to in this lease agreement shall be deemed validly given, served and delivered upon deposit in the United States Mail, registered and with proper postage and registration fee prepaid, addressed as follows:

LESSOR: City Clerk  
City of Sikeston  
105 East Center Street  
Sikeston, Missouri 63801

LESSEE: James Lincoln & Associates  
1220 N. Main Street  
Sikeston, MO 63801

#### **SECTION 20: PARTIES BOUND.**

All of the terms, covenants and conditions herein contained shall be binding upon and shall insure to the benefit of the parties, their successors, heirs, executors, administrators and assigns.

IN WITNESS WHEREOF, the parties here to have caused this Agreement to be executed as of the day and year first above written at Sikeston, Missouri.

**CITY OF SIKESTON, MISSOURI**

By:   
DOUG FRIEND, City Manager

LESSOR

ATTEST:

  
CARROLL COUCH, City Clerk

JAMES LINCOLN & ASSOCIATES

By: 

JAMES LINCOLN

LESSEE

ATTEST:

\_\_\_\_\_  
Secretary

State of Missouri     )  
                              ) ss.  
County of Scott        )

On this 10th day of May, 2002, before me, the undersigned, notary public, appeared James Lincoln, to me personally known, who being by me duly sworn, did execute the foregoing document and acknowledged that he executed the same as his free act and deed.

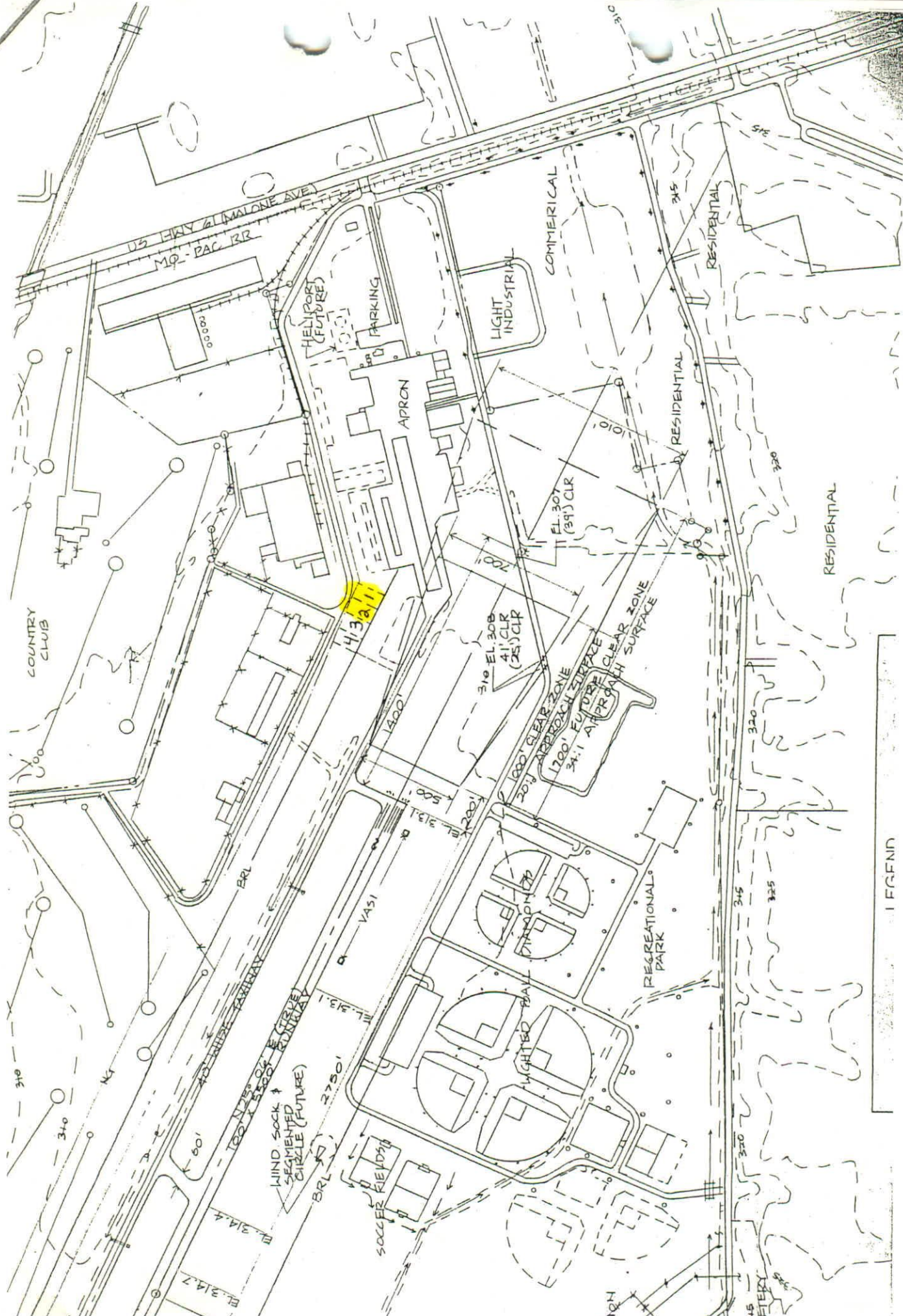
  
Notary Public

My commission expires: 7/28/02



CHARLOTTE McMULLIN  
Notary Public - State of Missouri  
County of Stoddard  
My Commission Expires 07/28/2002





LEGEND





## Council Letter

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Date of Meeting: 23-25-09

Originating Department: Finance Department

To the Mayor and City Council:

Subject: Agreement between BMU and City for ARPA Grant

Attachment(s):

1. Memo of Understanding with Board of Municipal Utilities

Action Options:

1. Authorization to enter into agreement
2. Other action Council may deem appropriate

Background:

On March 22, 2021, President Biden signed the American Rescue Plan Act (ARPA) to provide support to the State and local governments to respond to the financial impacts of COVID-19 pandemic. Seventy-five million dollars were approved to DED for "grants to political subdivisions for an industrial site development program".

Sikeston Board of Municipal Utilities along with the Sikeston Area Economic Development Corporation applied for grant funds to be used toward the wastewater expansion project in Sikeston's North Industrial Park. The City of Sikeston was awarded \$2.5 million dollars for this project.

This agreement authorizes the Board of Municipal Utilities to use the \$2.5 million awarded by the Missouri Department of Economic Development with funding from the American Rescue Plan Act Coronavirus State Fiscal Recovery Fund (CFDA#21.027) for improvements to the wastewater treatment plant located in the North Industrial Park.

**MEMORANDUM OF UNDERSTANDING**  
**CITY OF SIKESTON AND THE SIKESTON BOARD OF MUNICIPAL UTILITIES**  
**SIKESTON INDUSTRIAL PARK WASTEWATER EXPANSION**

**WITH FUNDING FROM:**

**THE AMERICAN RESCUE PLAN ACT (ARPA) CORONAVIRUS STATE FISCAL RECOVERY FUND**

**FEDERAL AWARD#: SLFRP4542 CFDA#: 21.027**

This subrecipient Agreement ("Agreement") is between City of Sikeston ("CITY"), a political subdivision of the State of Missouri, and the Sikeston Board of Municipal Utilities ("SUBRECIPIENT"), a municipal utility created under Article IV Section 130.200 of the municipal code of the City of Sikeston, (collectively, the "Parties), and shall be effective on \_\_\_\_\_ ("Effective Date"). The Parties have reviewed this Agreement and agree to the following:

WHEREAS, on March 11, 2020, the World Health Organization declared COVID-19 a worldwide pandemic; and

WHEREAS, on March 22, 2021, President Joseph Biden signed the American Rescue Plan Act ("ARPA") to provide support to the State and local governments to respond to the financial impacts of COVID-19 pandemic; and

WHEREAS the State and Local Fiscal Recover Funds ("SFRF FUNDS") authorized by the American Rescue Plan Act ("ARPA") (CFDA #21.027) are to be used to mitigate the ongoing effects of COVID-19 and support the nation's pandemic recovery; and

WHEREAS, the CITY has received SFRF Funds to respond to the continuous impact of COVID-19 as outlined in the Final Rule promulgated by the Department of Treasury ("Treasury"); and

WHEREAS, Treasury has issued guidance for the use or SFRF FUNDS (31 CFR Part 35 and may be found at: <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>) and will continue to issue guidance and clarification on the appropriate use of these funds; and

WHEREAS, the CITY and SUBRECIPIENT find that SFRF FUNDS distributed in accordance with this Agreement shall meet the eligible uses outlined in the Treasury's Final Rule, and additional guidance; and

WHEREAS, the CITY and SUBRECIPIENT find that the programs(s) or projects(s) and related expenditures outlined in this Agreement is/are eligible under current SFRF FUNDS



guidance and rules promulgated by the U.S. Treasury and find that the program(s) or project(s) outlined herein will mitigate the ongoing effects of COVID-19 and support pandemic recovery in Sikeston, Missouri.

THEREFORE, the Parties agree as follows:

## **1. GENERAL OVERVIEW AND PROJECT DEFINITIONS**

The CITY has in good faith determined that this Agreement services a public purpose. This public purpose includes, but is not limited to, the Subrecipient's efforts to meet the additional needs and services of the community, specifically providing critical support or public interest benefits to residents and businesses as follows:

The Sikeston Industrial Park Wastewater Expansion project to increase the wastewater capacity in Sikeston's North Industrial Park.

The project budget is set forth in Appendix A, which is attached hereto and incorporated as if copied in full.

## **2. PAYMENT**

The maximum amount of reimbursement to be paid hereunder shall not exceed \$2,500,000.00 (**TWO MILLION FIVE HUNDRED THOUSAND DOLLARS**) to SUBRECIPIENT from the CITY'S SFRF FUNDS to reimburse SUBRECIPIENT for expenses related to eligible uses of SFRF FUNDS as outlined in the Treasury's Final Rule and in accordance with the terms and conditions outlined below:

## **3. TERM/TERMINATION**

This Agreement shall become effective upon signature by both Parties and shall continue in full force and effect until December 31, 2026, unless terminated earlier in accordance with this Agreement. If at any time SUBRECIPIENT state contract is suspended or revokes, or if SUBRECIPIENT becomes excluded, debarred, or suspended from any federal program, this Agreement automatically terminates effective on the date of the suspension, revocation, or exclusion, and SUBRECIPIENT must submit a final, formal state in the manner set out above and below requesting payment.

The City may immediately terminate this Agreement without cause giving ninety (90) days written notice to the other party. Upon receipt of notice to terminate, SUBRECIPIENT shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders to contracts are chargeable to this Agreement.

Within ninety (90) days after receipt of notice of termination, SUBRECIPIENT agrees to submit an invoice showing, in detail, the services performed under this Agreement up to and including the date of termination.

Prior Performance. The City hereby accepts any satisfactory performance pursuant to this Agreement which may have occurred prior to the execution date of this Agreement provided such performance meets with the approval of the Council. **Prior performance is hereby approved since March 3, 2021.**

#### **4. STANDARDS FOR FINANCIAL MANAGEMENT**

In accordance with 2CFR 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, SUBRECIPIENT will develop, implement, and maintain financial management and control systems, which include at a minimum accurate payroll, accounting and financial reporting records, cost source documentation. Effective internal and budgetary controls, and determination of reasonableness, allowability and allocability of costs, and timely and appropriate audits and resolution findings.

SUBRECIPIENT shall maintain an effective accounting system, which will:

- a) Identify and record valid transactions.
- b) Record transactions to the proper accounting period in which transactions occurred.
- c) Describe transactions in sufficient detail to permit proper classification.
- d) Maintain records that permit the tracing of funds to a level of detail that establishes that the funds have been used in compliance with contract requirements.
- e) Adequately identify the source and application of funds of each grant contract
- f) Generate current and accurate financial reports in accordance with contract requirements.

#### **5. MONITORING**

SUBRECIPIENT agrees that the City will, until the expiration of the federal retention period as referenced in 2 CFR 200.334, have access to and the right to examine at reasonable times any directly pertinent books, papers, and records (hard copy, as well as computer generated data) of the subrecipient involving transactions related to this Agreement. This right to audit also extends to any obligations assigned to any subcontracts or agreements formed between SUBRECIPIENT and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of SUBRECIPIENT's obligations to CITY under this Agreement. The SUBRECIPIENT agrees that CITY will have access during normal working hours to all necessary facilities, staff, and workspace to conduct audits. The CITY will provide the SUBRECIPIENT with reasonable advance notice of intended audits. The SUBPRECIPIENT must provide records within ten (10) business days or a mutually agreed upon timeline. SUBRECIPIENT may withhold all

information that it is mandated to withhold to comply with state or federal law. SUBRECIPIENT must maintain all of its records relating to this Agreement, including supporting documentation, for five (5) years from the date of grant closeout, unless a longer period is required as set forth in the exceptions in 2 CFR 200.334.

## **6. ALLOWABLE COSTS**

City payments to SUBRECIPIENT does not preclude CITY from determining that certain costs were ineligible for reimbursement. If the CITY determines that a cost the CITY has paid for is ineligible for reimbursement, the SUBRECIPIENT will refund the ineligible amount to the CITY. CITY will determine whether costs submitted by SUBRECIPIENT are allowable and eligible for reimbursement. If City has paid funds to SUBRECIPIENT for unallowable or ineligible costs, CITY will notify SUBRECIPIENT in writing, and SUBRECIPIENT shall return the funds to the CITY within thirty (30) calendar days of the date of this written notice. CITY may withhold all or part of any payments to SUBRECIPIENT to offset reimbursement for any unallowable or ineligible expenditure that SUBRECIPIENT has not refunded to the CITY, or if required financial reports(s) are not submitted by the due date(s).

## **7. INDEPENDENT SINGLE OR PROGRAM SPECIFIC AUDIT**

If SUBRECIPIENT, within SUBRECIPIENT'S fiscal year, expends a total amount of at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in federal funds awarded, SUBRECIPIENT shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The \$750,000 federal threshold amount includes federal funds passed through by way of State and local agency awards.

## **8. EQUIPMENT**

Any purchase of equipment must be consistent with the Uniform Guidance at 2 CFR Part 00 Subpart D. Equipment acquired under this Agreement must be used for the originally authorized purpose. Consistent with 2 CFR200.313, any equipment acquired using federal funds shall vest in the non-Federal entity.

Procedures for managing equipment must meet the following requirements:

- a) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property, name of title holder, acquisition date, cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- b) A physical inventory of the property must be taken, and the results reconciled with the property records at least once every two years.
- c) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.



- d) Adequate maintenance procedures must be developed to keep the property in good condition.

## **9. SUBCONTRACTING AUTHORITY**

SUBRECIPIENT may enter into contracts as necessary for the performance of the scope of services outlined in this Agreement. SUBRECIPIENT agrees to act in good faith and shall comply with all applicable purchasing laws in choosing subcontractors and executing any contracts pursuant to this Agreement.

## **10. LEGAL COMPLIANCE, PERFORMANCE MEASUREMENT, AND REQUIRED REPORTING**

SUBRECIPIENT shall comply with all applicable federal, state, and local laws and regulations governing the expenditure of funds under this Agreement, including but not limited to additional requirements for U.S. Department of The Treasury Coronavirus Local Fiscal Recovery Fund award terms and conditions compliance related to the American Rescue Plan Act (ARPA) (A.L.N.21.027). SUBRECIPIENT shall submit to the City of Sikeston all necessary invoicing and appropriate documentation evidencing expenditures and that said expenditures are Allowable Expenditures. Invoices shall clearly and accurately detail all of the following required information: Invoice/reference number, invoice date, invoice period, MO Contract Number, Recipient/Pass-through Entity (State of MO, Dept. of Economic Development), Itemization of payment requested for the invoice period detailing the amount requested by Grant budget line-item; the amount paid by Grant budget line-item to date; total amount paid under this agreement to date; and total amount requested for the invoice period.

Allowable Expenditures are limited to those expenditures shown in Appendix A. Additional reports and documentation may be required as requested by City in the approved format. SUBRECIPIENT shall save the City harmless with respect to any damages arising from any sort done in performing any of the work embraced by this Agreement.

## **11. EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Agreement, SUBRECIPIENT agrees as follows:

- a) The SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. The SUBRECEIPIENT will take affirmative action to ensure that applicants are employe, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The SUPBRECIPIENT agrees to post in conspicuous places, available to employees and

applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.

- b) The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.
- c) The Subrecipient will cause the foregoing provisions to be inserted into all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- d) The Subrecipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e) The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records, and accounts by the City and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f) In the event of the Subrecipient's noncompliance with the non-compliance clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Subrecipient may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule regulation, or order of the Secretary of labor, or as otherwise provided by law.
- g) The Subrecipient will include the provisions of paragraphs (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Subrecipient will take such action with respect to any subcontract or purchase order as the City, may direct as a means of enforcing such provisions including sanctions or noncompliance: Provided, however, that in the even the Subrecipient becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City's Department of Housing and Community Development, the Subrecipient may request the United States Government to enter into such litigation to protect the interests of the United States.

## **12. CIVIL RIGHTS ACT OF 1964**

Under Title IV of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

**13. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974.**

No person in the United States shall on the ground of race, color, religion, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in section 504 of the Rehabilitation Act of 1973 shall also apply to any such program or activity.

**14. SECTION 503 OF REHABILITATION ACT OF 1973**

As amended, provides for the nondiscrimination in City employment: All recipients of Federal funds must certify to the following through all contracts issued:

Affirmative Action for Handicapped Workers

- a.) The City will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The City agrees to take affirmative action to employ, advance in employment and to otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the follow: Employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b.) The City agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- c.) In the event of the City's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- d.) The City agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the City's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- e.) The City will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the City is bound by the terms of Section 503 of the Rehabilitation Act of 1973 and is



committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

- f.) The City will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provision will be binding upon each subcontractor or vendor. The City will take such action with respect to any subcontractor or purchase order as the Direction of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

**15. SECTION 504 OF THE REHABILITATION ACT OF 1973,** As amended, provides for nondiscrimination of any otherwise qualified individual solely on the basis of his/her handicap in benefiting from any program or activity receiving Federal Financial assistance. All recipients must certify compliance with all provisions of this Section.

**16. AGE DISCRIMINATION ACT OF 1975,** No person in the United States, on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

**17. INTEREST OF MEMBERS OF A CITY,** no member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Subrecipient shall take appropriate steps to assure compliance.

**18. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS,** no member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Subrecipient shall take appropriate steps to assure compliance.

**19. INTEREST OF SUBRECIPIENT AND EMPLOYEES,** The Subrecipient covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area of any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Subrecipient further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

**20. TITLE VII OF THE CIVIL RIGHTS ACT OF 1968 as amended,** Title VII of the Civil Rights Act of 1968 provides that no person shall, on the basis of race, color, religion, national origin, handicap or familial status, be discriminated against in housing (and related facilities) provided with Federal assistance or leading practices with respect to residential property when such practices are connected with loans insured or guaranteed by the Federal Government.

**21. EXECUTIVE ORDER 11063, as amended,** All departments and agencies are directed to take all action necessary and appropriate to prevent discrimination in housing and related facilities owned or operated by the Federal Government or provided with Federal financial assistance and in the lending practices with respect to residential property and related facilities (including land to be developed for residential use) of lending institutions, insofar as such practices related to loans insured or guaranteed by the Federal Government.

**22. SECTION 106(D) (5)(B) OF TITLE I OF THE HOUSING COMMUNITY DEVELOPMENT ACT OF 1974, as amended,** provides that the grantee will affirmatively further fair housing.

**23. SECTION 519 OF PUBLIC LAW 101-144 (THE 1990 HUD APPROPRIATIONS ACT),** requires each unit of general local government which receives Title I funds to adopt and enforce a policy prohibiting the use of excess force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations.

**24. SECTION 906 OF THE CRANSTON-GONZALES NATIONAL AFFORDABLE HOUSING ACT,** amended subsection 104(1) of the HCD Act of 1974, states that no CDBG funds may be obligated or expended to any unit of general local government that fails to adopt and enforce a policy of prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations, or fails to adopt and enforce a policy of applicable state and local laws against physical barring entrance to or exit from a facility of location which is the subject of such non-violent civils rights demonstrations within its jurisdiction.

**25. ENTIRE AGREEMENT:**

This agreement represents the entire understanding between the Parties and supersedes all prior representations.

WITNESS that this Agreement shall be effective as of the date of the last party's executions below.

**CITY OF SIKESTON:**

**SIKESTON BOARD OF MUNICIPAL UTILITIES:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

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

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

Date: \_\_\_\_\_, 2023

Date: \_\_\_\_\_, 2023



**Applicant Name**

Applicant Name			Amount of Local Matching Funds							
Budget Item	Explanation of Budget Item	Amount of Grant Funds Requested	LOCAL MATCH WITH PRIOR ARPA FUNDS (CLFRF)	APPLICANT'S CASH FUNDS (INCLUDES LOANS)	APPLICANT'S NON-CASH (IN-KIND) RESOURCES	OTHER STATE AGENCY FUNDS	OTHER FEDERAL AGENCY FUNDS	Private Investment	Total Budgeted Amount	Additional Comments regarding Match (Please provide additional detail, including if other state agency/other federal funds exactly what funding source is, for example: CDBG, HUD, DTAP, and NAP.)
Administration (4% of grant award or up to \$100,000)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,000.00	\$ -	\$ 9,000.00	
Wastewater Infrastructure Construction		\$ 2,500,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,281,000.00	\$ 7,781,000.00	
Site / Project Engineering (all)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500,000.00	\$ 789,000.00	\$ 1,289,000.00	
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
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		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Grant:									\$ 2,500,000.00	
Total Local Matching Funds:			\$ -	\$ -	\$ -	\$ -	\$ 509,000.00	\$ 509,000.00		
Total Private Investment:									\$ 6,070,000.00	
Total LMF + PI (%):									72%	
Total Project Costs:									\$ 9,079,000.00	

## Council Letter

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Council Letter: 23-09-25

Originating Department: Governmental Services

Subject: Resolution 23-09-01, Adoption of Scott County 2024 Hazard Mitigation Plan

To the Mayor and City Council:

Attachment:

1. Resolution 23-09-01

Action Options:

1. Approve Resolution 23-09-01
2. Other action as Council deems appropriate

Background:

The City of Sikeston is participating in an update of the Scott Country Hazard Mitigation Plan. Participating in the update of this plan every five years is a requirement to receive certain FEMA disaster mitigation and recovery funds. Because the majority of the city falls within Scott County, the New Madrid County plan will contain a reference to that fact and that Sikeston's hazards are contained in the Scott County plan.

Staff seeks Council approval to adopt Resolution 23-09-01.

RESOLUTION 23-09-01

A RESOLUTION OF THE CITY OF SIKESTON, MISSOURI ADOPTING THE SCOTT COUNTY 2024 HAZARD MITIGATION PLAN.

- WHEREAS, The City of Sikeston recognizes the threat that natural hazards pose to people and property within the City of Sikeston; and
- WHEREAS, The City of Sikeston has prepared a multi-hazard mitigation plan, hereby known as the 2024 Scott County Hazard Mitigation Plan in accordance with federal laws, including the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended; the National Flood Insurance Act of 1968, as amended, and the National Dam Safety Program Act, as amended; and
- WHEREAS, The 2024 Scott County Hazard Mitigation Plan identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in the City of Sikeston from the impacts of future hazards and disasters; and
- WHEREAS, Adoption by the City of Sikeston demonstrates their commitment to hazard mitigation and achieving the goals outlined in the 2024 Scott County Hazard Mitigation Plan.

NOW THEREFORE, BE IT RESOLVED that in accordance with the City of Sikeston policies, the City of Sikeston adopts the 2024 Scott County Hazard Mitigation Plan. While content related to the City of Sikeston may require revisions to meet the plan approval requirements, changes occurring after adoption will not require the City of Sikeston to re-adopt any further iterations of the plan. Subsequent plan updates following the approval period for this plan will require separate adoption resolutions.

Read this 25<sup>th</sup> day of September, 2023, discussed and voted upon as follows:

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

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

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

Seal / Attest:

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

# Council Letter

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Date of Meeting      23-09-25

Originating Department: Public Works

To the Mayor and City Council:

Subject: Authorize Purchase of Road Salt

Action Options:

1. Seeking authorization to purchase road salt
2. Other action the City Council deems appropriate.

Attachments:

1. Cargill Quote
2. Swinter Group Quote

Background:

The City is in need to purchase road salt for the coming winter season. The purchase of road salt is an ever-changing process. The number of vendors, the amount available, and the prices are changing from year to year. This year staff received bids for 250 tons of salt from two vendors. The low bid was from Cargill Inc. with a price of \$108.18/ton for a total purchase of \$27,045.00. We are requesting that the City Council authorize the purchase of 250 tons of road salt from Cargill at a price of \$108.18/ton. This is a budgeted item.





Salt, Road Safety  
24950 Country Club Blvd, Suite 450  
North Olmsted, OH 44070

Tuesday, August 29, 2023

Billing Information		Shipping Information	*Contact Information	
Account Number	1000009216		Attn:	Brian Dahl
Name	CITY OF Sikeston	CITY OF Sikeston	Title	Street Superintendent
Address 1	105 East Center Street	316 NW Street	Phone	573-620-2330
P O Box			Fax	
City State Zip	Sikeston, MO 63801	Sikeston, MO 63801	Mobility	
County	Scott	Scott	e-mail	abdial@sikeston.org
<b>*PLEASE VERIFY THAT ALL CONTACT INFORMATION IS CORRECT. IF CHANGES ARE REQUIRED, PLEASE NOTE THEM ON THE NEXT PAGE.</b>				

Cargill, Incorporated Deicing Technology Business Unit ("Cargill") is pleased to submit the following quote for your DEICING SALT needs for the 2021/2022 season.

**Price Basis Per Ton**

Product	DELIVERY	Estimated Tons	Terminal
100011135 - BULK DEICING SALT	\$108.18	200	Venice
<b>THE PRODUCT QUOTED IN THIS AGREEMENT IS INTENDED FOR BULK DEICING USE ONLY.</b>			

PLEASE SIGN AND RETURN THIS QUOTE LETTER TO OUR ATTENTION WITHIN TEN (10) BUSINESS DAYS FROM DATE OF LETTER. WE CANNOT UPDATE YOUR ACCOUNT FOR THIS YEAR WITHOUT THE SIGNED QUOTE LETTER. THIS PRICE QUOTE LETTER DOES NOT CONSTITUTE AN ORDER. ORDERS MUST BE PLACED BY CALLING CUSTOMER SERVICE AT 800-600-SALT (7258). ORDERS BEING PLACED FOR PICKUP MAY NOT BE AVAILABLE FOR 24 HOURS FROM THE TIME THE ORDER IS PLACED.

**TERMS AND CONDITIONS –**

- Provided this Price Quote Letter is signed and returned within ten (10) business days from the Date, Cargill agrees to hold the quoted prices firm from August 29, 2023 through April 30, 2024. Notwithstanding the foregoing, the prices contained in this Price Quote Letter are contingent on Customer's adherence to these Terms and Conditions and the attached Terms and Conditions of Sale, including, but not limited to, Customer's compliance with the Customer account's payment and credit terms stated below.
- If purchase is not made by December 31, 2023, Cargill reserves the right to revoke the pricing provided in this Price Quote Letter.
- The Estimated Tons figure is an estimate of the total quantity of each Product(s) to be purchased by Customer under this Price Quote Letter. Customer is not obligated to purchase a minimum percentage of the Estimated Tons. Cargill is not obligated to sell Customer any quantity of the Estimated Tons.
- Cargill's obligation to sell Product(s) is SUBJECT TO PRODUCT AVAILABILITY. Cargill has the right to (i.) decline, or suspend shipments of, any Customer order placed under this Price Quote letter or (ii) terminate this Price Quote Letter if, at any time, Cargill encounters Product shortages due to commitments to other customers. In addition, Cargill reserves the right to decline, or suspend shipments of, any Customer order placed under this Price Quote Letter for any reason(s) relating to: Conditions at any Cargill terminal/production facility, weather conditions, or any other reason that may affect Cargill's ability to accept orders.
- Estimated delivery time three to seven business days after release of an order. This quote assumes that Product will be delivered from or picked up at the terminal set forth above. Sourcing of products from another Cargill facility is subject to availability and additional fees that may be applied to your account. Cargill's sale of Product is expressly conditional upon these Terms and Conditions and Customer's acceptance of the attached Terms and Conditions of Sale. Any terms which may exist on the Customer's standard purchase order (or similar forms) and which alter or are inconsistent with the terms and conditions will be of no legal force or effect and will not govern the transaction contemplated by this Price Quote Letter.
- By accepting, Customer agrees that this Price Quote Letter (including the Terms and Conditions and the attached Terms and Conditions of Sale) constitutes the entire understanding between Cargill and Customer and supersedes all other prior agreements or quotations, whether written or oral, between Cargill and Customer with respect to the Product(s). Any individual signing this Price Quote on behalf of Customer represents and warrants that they have full authority to do so, and that the transaction described herein is consistent with any applicable procurement regulation

**Confidential** - This document is intended only for the named recipient (i.e., Seller) and contains confidential information. Anyone other than the Seller is not permitted access to this information. Any dissemination or distribution of this information is a breach of the terms and conditions of this document. If you have received this document in error, please advise CDT by reply e-mail / mail at the address above, and delete this document and any email related thereto

Pg 1 of 3



Deicing Technology Business  
24950 Country Club Blvd, Suite 450  
North Olmsted, OH 44070

<b>Payment Terms</b>	NET 30	<b>Credit Limit</b>	N/A
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*Payment terms & credit limits are subject to change.*

*Thank you for the opportunity to be of service. We are looking forward to supplying your salt needs.*

<b>Cargill, Incorporated</b> <b>Salt, Road Safety</b>  Jim Anderson District Manager jim_a_anderson@cargill.com 800-600-7258 - p	<b>Accepted</b>
	Signature:
	Name:
	Title:
	e-mail:

<b>Please notify us of any required changes to your account information. Any incorrect information will delay your account setup.</b>			
<b>Billing Information</b>		<b>Shipping Information</b>	
<b>Name:</b>			
<b>DBA (if applicable)</b>			
<b>Address 1</b>			
<b>Address 2</b>			
<b>City State Zip</b>			
<b>County</b>			
<b>Attn:</b>			
<b>Phone</b>		<b>Fax</b>	
		<b>e-mail:</b>	

**TERMS AND CONDITIONS OF GOVERNMENT ROAD SALT SALES**

**Confidential** - This document is intended only for the named recipient (i.e., Seller) and contains confidential information. Anyone other than the Seller is not permitted access to this information. Any dissemination or distribution of this information is a breach of the terms and conditions of this document. If you have received this document in error, please advise CDT by reply e-mail / mail at the address above, and delete this document and any email related thereto



Deicing Technology Business  
24950 Country Club Blvd, Suite 450  
North Olmsted, OH 44070

1. **TERMS TO GOVERN.** The terms and conditions set forth herein shall constitute the sole terms and conditions of sale for this quotation (the "Quote") and any orders placed thereunder. No other terms or conditions, whether contained in Buyer's purchase order or elsewhere, shall be binding on Seller unless agreed to in writing by Seller.

2. **TITLE/RISK OF LOSS.** Title and risk of loss shall pass to Buyer at the time the goods are delivered to or picked up by Buyer.

3. **PAYMENT AND CREDIT TERMS.** Failure of the Buyer to pay on the due date for products shipped shall give Seller the right, but not the obligation, to suspend further shipment, without notice to the Buyer, until all previous shipments are paid, or to terminate this agreement and seek all available remedies from Buyer. Interest at the maximum rate permitted by law will accrue on all invoices unpaid as of the net due date. All payments by Buyer shall be final 180 days after shipment of the goods and Buyer shall have no right to audit payments or deduct future payments after such date. Notwithstanding anything else herein contained, Seller reserves the right to modify payment terms or to allow no credit whatsoever to Buyer if Seller determines that it cannot grant Buyer the credit terms which are specified herein or Buyer's credit changes. Buyer understands that this reservation is necessary to allow Seller's credit department to have adequate time to review Buyer's credit status.

4. **WARRANTY AND LIMITATION OF LIABILITY.** Seller warrants that it has the right to convey good title to the goods and that the goods will be delivered free of all liens and encumbrances. EXCEPT FOR THE WARRANTIES SPECIFICALLY SET FORTH ABOVE, SELLER DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR TO BUYER, OR TO ANY THIRD PARTY, FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF WHATSOEVER NATURE (INCLUDING, BUT NOT LIMITED TO, LOST BUSINESS, LOST PROFITS, DAMAGE TO GOODWILL OR REPUTATION AND/OR DEGRADATION IN VALUE OF BRANDS, TRADEMARKS, TRADENAMES, SERVICE NAMES OR SERVICE MARKS) WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, FAILURE TO WARN, OR STRICT LIABILITY) OR OTHERWISE.

5. **EXCLUSIVE REMEDY.** If upon delivery to Buyer the goods appear not to meet the above warranty, Buyer shall immediately notify Seller who shall have a right to inspect them. Buyer shall not return, repair or dispose of any goods that fail to meet the above warranty without Seller's written consent. In the event Seller breaches the above warranty, Buyer's sole and exclusive remedy and Seller's sole and exclusive liability shall be limited to, at Seller's option, replacement of non-conforming goods with conforming goods or return of the purchase price.

6. **FORCE MAJEURE.** Seller shall be excused for failure to deliver or delay occasioned by conditions beyond Seller's reasonable control, including, but not limited to, Acts of God, fire flood, windstorm, acts of governmental authorities, strikes shortage of raw materials, breakdown, shortage or non-availability of transportation facilities or equipment or any similar event not within Seller's control. In the event Seller is unable to supply the total requirements of its customers, Seller may allocate its available supply among its customers in a manner deemed by Seller to be fair and equitable. If Seller declares force majeure hereunder, Seller may cancel any unperformed portion hereof upon ten (10) days written notice to Buyer.

7. **INCREASES.** Any advance in applicable freight rates or taxes taking effect before the fulfillment of orders placed under this Quote shall be for Buyer's account. All demurrage or detention charges shall be for Buyer's account. Seller reserves the right to add energy and/or transportation related surcharges for Buyer's account. In addition, if Seller is unable, for any reason, to supply the goods from its plant closest to Buyer's facility, then Seller may, but is not required to, supply the goods from another plant, to the extent it is available, subject to Buyer's payment of all increased freight costs.

8. **DELIVERY.** Buyer shall furnish complete shipping instructions in sufficient time to enable Seller to perform its obligations hereunder. Seller shall not be obligated to make shipment in absence thereof. If more than one delivery is called for, each delivery is to be considered a separate contract for purposes of furnishing complete shipping instructions by Buyer. Unless otherwise provided for herein, if the Quote provides for deliveries over a period exceeding one month, Seller shall not be obligated to deliver in any thirty day period more than approximately equal monthly quantities, in relation to the total amount. The destination routing of shipments will be at Seller's option.

9. **TERMINATION.** If either party breaches any of its obligations under this Quote or any order thereunder, the non-breaching party may give ten (10) day notice of termination, and if the breach has not been cured during the said 30-day period, this Quote shall terminate. In the event Buyer files a voluntary petition in bankruptcy, makes an assignment for the benefit of creditors; is adjudicated as bankrupt; and/or becomes insolvent, Seller may terminate this Agreement effective immediately. Termination, pursuant to this Section, while being in itself a remedy for breach, shall not preclude any other legal or equitable remedy which is available to the terminating party.

10. **TAXES.** Buyer shall be liable for any taxes or other exactions levied by Federal, State or local authorities upon the sale, delivery, storage, consumption or transportation of the goods or services, and if any such items are paid or required to be paid by Seller, the amount shall be added to and become part of the price payable to Seller for such goods or services.

11. **ASSIGNMENT.** The rights and obligations under this Quote are not assignable by Buyer unless in writing and signed by Seller.

12. **FORWARD CONTRACT.** The Parties agree that the transactions hereunder constitute a "forward contract" within the meaning of the United States Bankruptcy Code and that each Party is a "forward contract merchant" within the meaning of the United States Bankruptcy Code.

13. **CONTRACT AMBIGUITIES.** The Parties acknowledge that they have had the opportunity to consult with legal counsel of their own choosing. As a result, the rule of construction that provides that ambiguities in a contract shall be construed against the drafter shall not apply to these terms and conditions and the Parties waive any such defense to the terms of these terms and conditions.



**2023 Deicing Salt Bid for City of Sikeston**

Price per Ton	Delivery per Ton	Fuel Surcharge per Ton	Total Price per Ton
\$86.46	\$32.45	\$11.40	\$130.31

Jason Dungan, ASM - Account Manager, Swinter Group, Inc.  
5730 Wise Avenue St. Louis, Missouri 63110  
Direct: (314) 754-5844 Main: (314) 678-0114 x116 Fax: (314) 678-0116

## Council Letter

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Council Letter: 23-09-25

Originating Department: Department of Governmental Services

To the Mayor and City Council:

Subject: Interim Appointment to Board of Municipal Utilities (BMU) Board

Attachments:

1. None

Action Options:

1. Make one (1) interim appointment to Board of Municipal Utilities (BMU)
2. Other action as Council may deem appropriate

Background:

City staff received notice from Brian Menz of his desire to resign as a member of the BMU Board. Mr. Menz term will expire in October 2024, leaving his unexpired term to be filled.

We currently have 6 resource bank applications on file: Chad Crowe, Missy Marshall, Yolanda Redd, Larry Hancock, Frankie Adams, Pershard Owens and Austin Curtis.

Staff is requesting Council to make an interim appointment to replace Brian Menz on the BMU Board.