

TENTATIVE AGENDA

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

Monday, October 3, 2022
5:00 P.M.

- I. CALL TO ORDER
- II. RECORD OF ATTENDANCE
- III. OPENING PRAYER
- IV. PLEDGE OF ALLEGIANCE
- V. APPROVAL OF CITY COUNCIL MINUTES
 - A. Regular Council Minutes July 25, 2022
 - B. Regular Council Minutes August 1, 2022
 - C. Regular Council Minutes August 10, 2022
 - D. Regular Council Minutes August 29, 2022
- VI. ITEMS OF BUSINESS
 - A. Award of Domestic Violence Surcharge Funding
 - B. Resolution 22-10-01, Surplus DPS Vehicle
 - C. Resolution 22-10-02, Authorizing the Establishment of the CDBG Funds & Check Signers
 - D. Authorization to Perform Procurement Procedures for CDBG Project 2020-PF-CV01- Shelter
 - E. Approval of Contract with Bootheel Regional Planning & Economic Development for Administration of CDBG Grant 2020-PF-CV01 – Shelter
 - F. Approval of Contract with Bootheel Regional Planning & Economic Development for Administration of CDBG Grant 2021-G1-30 – Streets Project
 - G. Authorize Engineering Services Contract with Lambert Engineering for CDBG Streets Project
 - H. Other Items as May Be Determined During the Course of the Meeting
- VII. ADJOURNMENT

Dated this 28th day of September 2022

Rhonda Council

Rhonda Council, City Clerk

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

REGULAR CITY COUNCIL MEETING
JULY 25, 2022

The regular Sikeston City Council meeting of July 25, 2022 was called to order at 5:00 p.m. at City Hall located at 105 E. Center St., Sikeston. Present at the meeting were: Mayor Greg Turnbow, Brian Self, Onethia Williams, Vest Baker, John Leible, Tom Robison and David Teachout. Staff in attendance were: City Manager Jonathan Douglass, City Counselor Tabatha Thurman, City Clerk Rhonda Council, Finance Director Karen Bailey, HR Director Amanda Groves, Public Works Director Jay Lancaster, Street Superintendent Brian Dial, Parks Director Dustin Care, Community Development Director Barry Blevins, Public Safety Director James McMillen and Captain Ryan Smith, Derick Wheatley and Jon Broom.

ITEMS OF BUSINESS

2nd Reading & Consideration, Bill #6270, Sewer Rate Increase

Councilman Self moved for the second reading of Bill Number 6270. The motion was seconded by Councilman Leible and the following vote recorded:

Baker Aye, Leible Aye, Robison Aye, Self Aye, Teachout Aye,
Williams Aye, and Turnbow Aye, thereby being passed.

City Counselor Thurman presented the bill for reading.

BILL Number 6270

ORDINANCE Number 6270

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 27th day of June 2022.
- B. Bill Number 6270 was read the second time on this 25th day of July 2022. Following discussion, Councilman Self moved to approve Bill Number 6269. The motion was seconded by Councilman Baker, discussed and the following roll call vote was recorded:

Baker Aye, Leible Aye, Robison Aye, Self Aye, Teachout Aye,
Williams Aye, and Turnbow Aye, thereby being passed.

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

Authorize Issuance of RFQ 23-7, Fire Station 2 Owner's Representative Services

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. 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.

Councilwoman Williams motioned to authorize the release of a Request for Qualifications for Owner's Representative Services to oversee the planning, design and construction of the new Fire Station 2. The motion was seconded by Councilman Teachout, discussed and the following vote recorded:

Baker Aye, Leible Aye, Robison Aye, Self Aye, Teachout Aye,
Williams Aye, and Turnbow Aye, thereby being passed.

Award Bid for Widening & Signalization Project of Highway 61

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. in the amount of \$1,647,829.48.

Councilman Leible motioned to award Bid 22-74, the widening and signalization project for US 61 to Fronabarger Concreters, Inc. in the amount of \$1,647,829.48. The motion was seconded by Councilman Teachout, discussed and the following vote recorded:

Baker Aye, Leible Aye, Robison Aye, Self Aye, Teachout Aye, Williams Aye, and Turnbow Aye, thereby being passed.

Approve Ground Lease to Sam Thomas for 130/134 Industrial Drive

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 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.

Councilman Baker motioned approve the ground lease to Sam Thomas for 130/134 Industrial Drive. The motion was seconded by Councilman Teachout, discussed and the following vote recorded:

Baker Aye, Leible Aye, Robison Aye, Self Aye, Teachout Aye, Williams Aye, and Turnbow Aye, thereby being passed.

South Industrial Park Farm Lease

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 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.

Councilman Self motioned to authorize the Mayor to execute the farm lease agreement with Doug Scott Farms. The motion was seconded by Councilman Leible, discussed and the following vote recorded:

Baker Aye, Leible Aye, Robison Aye, Self Aye, Teachout Aye,
Williams Aye, and Turnbow Aye, thereby being passed.

Authorization to Purchase Backhoe

Street Division seeks authorization to purchase a Case 580SN Backhoe with an additional 4-year warranty from Luby Equipment Sales, Cape Girardeau, MO in the amount of \$113,668.00.

Councilman Teachout motioned to authorize the purchase of a Case 580SN backhoe with an additional 4-year warranty from Luby Equipment Sales in the amount of \$113,668.00. The motion was seconded by Councilman Leible, discussed and the following vote recorded:

Baker Aye, Leible Aye, Robison Aye, Self Aye, Teachout Aye,
Williams Aye, and Turnbow Aye, thereby being passed.

Authorization to Execute Contract for Residential Solid Waste Services

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. The contract will renew at the current pricing for one year with years two and three having a three percent (3%) escalator. Curbside recycling will continue for participating residents at a cost of \$8 per month but will discontinue recycling drop off sites. Semi-annual cleanups will continue but 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.

Councilman Self motioned to approve the three-year contract with Sonny's Solid Waste with the contract renewing at the current price for one year and years two and three will have a 3% escalator. Curbside recycling will continue for participating residents at a cost of \$8 per month but will discontinue recycling drop off sites. Semi-annual cleanups will continue but we will not have curbside pickup for those events. The motion was seconded by Councilman Baker, discussed and the following vote recorded:

Baker Aye, Leible Aye, Robison Aye, Self Aye, Teachout Aye,
Williams Aye, and Turnbow Aye, thereby being passed.

Approve Information Technology Purchases (Cybersecurity)

Staff received a quote from CDWG for Solicited CrowdStrike as the sole vendor to purchase Falcon AnitVirus Complete 1 year add-on subscription, granting us a 24x7 network monitoring team. CrowdStrike engineers will monitor and hunt within our network environment for best practice solutions and any anomalies that can damage our resources. The price for the one-year subscription is \$25,096.68.

Councilman Baker motioned to approve the purchase of one-year subscription network protection from CrowdStrike in the amount of \$25,096.68. The motion was seconded by Councilman Leible, discussed and the following vote recorded:

Baker Aye, Leible Aye, Robison Aye, Self Aye, Teachout Aye,
Williams Aye, and Turnbow Aye, thereby being passed.

Approve Request for Conditional Use Variance for In-Home Daycare Located at 815 Apache Dr.

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.

Councilman Self motioned to approve the request for conditional use variance for an in-home daycare located at 815 Apache Dr. The motion was seconded by Councilman Leible, discussed and the following vote recorded:

Baker Aye, Leible Aye, Robison Aye, Self Aye, Teachout Aye,
Williams Aye, and Turnbow Aye, thereby being passed.

Approve Request for Conditional Use Variance for In-Home Daycare Located at 1217 Sikes

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.

Several citizens spoke against allowing the in-home daycare in their neighborhood with their main concern being additional traffic and parking on their street and in their cul-de-sac. Citizens were also on hand in support of the daycare.

Councilman Williams motioned to approve the request for conditional use variance for an in-home daycare located at 1217 Sikes. The motion was seconded by Councilman Teachout, discussed and the following vote recorded:

Baker Nay, Leible Nay, Robison Nay, Self Nay, Teachout Nay,
Williams Aye, and Turnbow Nay, thereby not being passed.

Resolution 22-07-01, Transportation Alternatives Program (TAP) Grant for Phase 3 of the Railroad Rail-to-Trail Project

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.

Councilman Robison motioned to authorize Public Works Director Jay Lancaster to apply for federal assistance from the Transportation Alternatives Program (TAP). The motion was seconded by Councilman Self, discussed and the following vote recorded:

Baker Aye, Leible Aye, Robison Aye, Self Aye, Teachout Aye,
Williams Aye, and Turnbow Aye, thereby being passed.

Resolution 22-07-02, Transportation Alternatives Program (TAP) Grant for Phase 2 of the Northwest Safe Route to School Trail Project

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 (Wakefield to Malone Ave.) 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.

Councilman Teachout motioned to authorize Public Works Director Jay Lancaster to apply for federal assistance from the Transportation Alternatives Program (TAP) for a Safe Route to Schools trail for Wakefield to Malone Avenue. The motion was seconded by Councilman Leible, discussed and the following vote recorded:

Baker Aye, Leible Aye, Robison Aye, Self Aye, Teachout Aye, Williams Aye, and Turnbow Aye, thereby being passed.

1st Reading, Bill #6273, Request to Annex Saddleridge South Second Addition on S. Illinois Ave.

Councilman Teachout moved for the first reading of Bill Number 6270. The motion was seconded by Councilman Leible and the following vote recorded:

Baker Aye, Leible Aye, Robison Aye, Self Aye, Teachout Aye, Williams Aye, and Turnbow Aye, thereby being passed.

City Counselor Thurman presented the bill for reading. 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 Avenue and south of Ables Road an adjacent, unincorporated area into the City of Sikeston, Missouri.

1st Reading, Bill #6274, Request to Rezone Saddleridge South Second Addition from Agriculture (AG) to Residential (R-1)

Councilman Self moved for the first reading of Bill Number 6274. The motion was seconded by Councilman Teachout and the following vote recorded:

Baker Aye, Leible Aye, Robison Aye, Self Aye, Teachout Aye, Williams Aye, and Turnbow Aye, thereby being passed.

City Counselor Thurman presented the bill for reading. 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.

1st Reading, Bill #6275, Request to Subdivide Saddleridge South Second Addition

Councilman Teachout moved for the first reading of Bill Number 6275. The motion was seconded by Councilman Baker and the following vote recorded:

Baker Aye, Leible Aye, Robison Aye, Self Aye, Teachout Aye, Williams Aye, and Turnbow Aye, thereby being passed.

City Counselor Thurman presented the bill for reading. 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.

1st Reading, Bill #6276, Amending City Code Chapter 135, Municipal Court

Councilman Leible moved for the first reading of Bill Number 6276. The motion was seconded by Councilman Teachout and the following vote recorded:

Baker Aye, Leible Aye, Robison Aye, Self Aye, Teachout Aye,
Williams Aye, and Turnbow Aye, thereby being passed.

City Counselor Thurman presented the bill for reading. This bill as approved shall become Ordinance Number 6276 and shall amend Chapter 135, Municipal Court, within the City of Sikeston, Missouri.

ADJOURNMENT

There being no further business before the City Council, Councilman Self moved to adjourn. The motion was seconded by Councilman Leible and the following roll call vote was recorded:

Baker Aye, Leible Aye, Robison Aye, Self Aye, Teachout Aye,
Williams Aye, and Turnbow Aye, thereby being passed.

APPROVED:

GREG TURNBOW, MAYOR

ATTEST:

RHONDA COUNCIL, CITY CLERK

SEAL:

REGULAR CITY COUNCIL MEETING
AUGUST 1, 2022

The regular Sikeston City Council meeting of August 1, 2022 was called to order at 5:00 p.m. at City Hall located at 105 E. Center St., Sikeston. Present at the meeting were: Mayor Greg Turnbow, Brian Self, Vest Baker, John Leible, Tom Robison and David Teachout. Councilwoman Onethia Williams was absent. Staff in attendance were: City Counselor Tabatha Thurman, City Clerk Rhonda Council, Finance Director Karen Bailey, Public Works Director Jay Lancaster, Street Superintendent Brian Dial, Parks Director Dustin Care, Community Development Director Barry Blevins, Public Safety Director James McMillen, Captain Ryan Smith and IT Network Administrator Sam Villagrana.

ITEMS OF BUSINESS

Authorization to Purchase New SCBA Fill Station

Moved to August 29th meeting.

Authorization to Purchase Mobile LPR 3-Camera High-Definition System

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 licensing and two years of hardware warranty. The total price for the package is \$17,655.00. Grant money in the amount of \$14,995 will be used towards this purchase which leaves a balance of \$2,660. If additional money is left over through the grant, it will pay off the remaining balance.

Councilman Baker motioned to authorize the purchase of a buy one get one 3-Camera Mobile License Plate Reader System from Vigilant Solutions in the amount of \$17,655, using \$14,995 in grant funds and the City paying the remaining balance of \$2,660. The motion was seconded by Councilman Teachout, discussed and the following vote recorded:

Baker Aye, Leible Aye, Robison Aye, Self Aye, Teachout Aye,
Williams Absent, and Turnbow Aye, thereby being passed.

Mayor Turnbow recused himself at 5:07 p.m. Mayor Pro Tem Self presided the meeting.

Authorization to Make Parking & Sidewalk Changes to 104 Front St.

104 Front Street is under renovation with intent to locate a restaurant on the ground floor. The owner has requested conversion of two parking spaces on Front Street to a patio area. The proposed patio and parking changes give means for more public benches and access. This will also help locate drainage and provide more ADA compliance with our sidewalks.

Councilman Baker moved to authorize converting two parking spaces at 104 Front Street to a patio area and make the sidewalks ADA compliance. The motion was seconded by Councilman Robison, discussed and the following vote recorded:

Baker Aye, Leible Aye, Robison Aye, Self Aye, Teachout Aye,
Williams Absent, and Turnbow Recused, thereby being passed.

Mayor Turnbow returned to the meeting at 5:28 p.m.

Resolution 22-08-01, Surplus Computers

Certain Computers in the City's inventory, due to their age or state of disrepair, can no longer adequately perform the day-to-day operations of the City. The City of Sikeston seeks to remove such items from its inventories to maximize operations and to provide a safe and efficient environment for its employees.

Computers:

1. Thirty (30) miscellaneous computers only (no monitors, hard drives or data)

These computers are to be donated to the Sikeston High School SCTC Computer Science Program.

Councilman Baker motioned to surplus 30 computers from the City's inventory and donate them to the Sikeston High School Career & Technology Center's Computer Science Program. The motion was seconded by Councilman Leible, discussed and the following vote recorded:

Baker Aye, Leible Aye, Robison Aye, Self Aye, Teachout Aye,
Williams Absent, and Turnbow Aye, thereby being passed.

1st Reading, Bill #6271, Authorize the Installation of Stop Signs at Various Locations

Councilman Leible moved for the first reading of Bill #6271. The motion was seconded by Councilman Teachout and the following vote recorded:

Baker Aye, Leible Aye, Robison Aye, Self Aye, Teachout Aye,
Williams Absent, and Turnbow Aye, thereby being passed.

City Counselor Thurman presented the bill for reading. This bill as approved shall become Ordinance Number 6271 and shall amend Title III, Chapter 300, Schedule III, Table III-A of the Uniform Traffic Code establishing additional traffic control measures within the City of Sikeston, Missouri.

2nd Reading & Consideration, Bill #6273, Request to Annex 8.227 Acres Known as Saddleridge South Second Addition on S. Illinois Avenue

Councilman Self moved for the second reading of Bill Number 6273. The motion was seconded by Councilman Teachout and the following vote recorded:

Baker Aye, Leible Aye, Robison Aye, Self Aye, Teachout Aye,
Williams Absent, and Turnbow Aye, thereby being passed.

City Counselor Thurman presented the bill for reading.

BILL NUMBER 6273

ORDINANCE NUMBER 6273

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 25th day of July 2022.
- B. Bill Number 6273 was read the second time on this 1st day of August 2022. Following discussion, Councilman Leible moved to approve Bill Number 6273. The motion was seconded by Councilman Teachout, discussed and the following roll call vote was recorded:

Baker Aye, Leible Aye, Robison Aye, Self Aye, Teachout Aye,
Williams Absent, and Turnbow Aye, thereby being passed.

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

2nd Reading & Consideration, Bill #6274, Request to Rezone Saddleridge South Second Addition from Agriculture (AG) to Residential (R-1)

Councilman Teachout moved for the second reading of Bill Number 6274. The motion was seconded by Councilman Leible and the following vote recorded:

Baker Aye, Leible Aye, Robison Aye, Self Aye, Teachout Aye,
Williams Absent, and Turnbow Aye, thereby being passed.

City Counselor Thurman presented the bill for reading.

BILL NUMBER 6274

ORDINANCE NUMBER 6274

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 25th day of July 2022.
- B. Bill Number 6274 was read the second time on this 1st day of August 2022. Following discussion, Councilman Baker moved to approve Bill Number 6274. The motion was seconded by Councilman Teachout, discussed and the following roll call vote was recorded:
- Baker Aye, Leible Aye, Robison Aye, Self Aye, Teachout Aye,
Williams Absent, and Turnbow Aye, thereby being passed.
- C. Ordinance 6274 shall be in full force and effect from and after August 31, 2022.

2nd Reading & Consideration, Bill #6275, Request to Subdivide Saddleridge South Second Addition

Councilman Teachout moved for the second reading of Bill Number 6275. The motion was seconded by Councilman Self and the following vote recorded:

Baker Aye, Leible Aye, Robison Aye, Self Aye, Teachout Aye,
Williams Absent, and Turnbow Aye, thereby being passed.

City Counselor Thurman presented the bill for reading.

Bill Number 6275

Ordinance Number 6275

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 25th day of July 2022.
- B. Bill Number 6275 was read the second time on this 1st day of August 2022. Following discussion, Councilman Baker moved to approve Bill Number 6275. The motion was seconded by Councilman Teachout, discussed and the following roll call vote was recorded:

Baker Aye, Leible Aye, Robison Aye, Self Aye, Teachout Aye,
Williams Absent, and Turnbow Aye, thereby being passed.

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

2nd Reading & Consideration, Bill #6276, Amending City Code Chapter 135, Municipal Court

Councilman Teachout moved for the second reading of Bill Number 6276. The motion was seconded by Councilman Leible and the following vote recorded:

Baker Aye, Leible Aye, Robison Aye, Self Aye, Teachout Aye,
Williams Absent, and Turnbow Aye, thereby being passed.

City Counselor Thurman presented the bill for reading.

BILL Number 6276

ORDINANCE Number 6276

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 25th day of July 2022.
- B. Bill Number 6276 was read the second time on this 1st day of August 2022. Following discussion, Councilman Self moved to approve Bill Number 6276. The motion was seconded by Councilman Robison, discussed and the following roll call vote was recorded:

Baker Aye, Leible Aye, Robison Aye, Self Aye, Teachout Aye,
Williams Absent, and Turnbow Aye, thereby being passed.

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

Other Items

Public Works Director Lancaster informed Council that the Missouri Department of Economic Development announced it has awarded \$500,000 to the City of Sikeston through its Community Development Block Grant program for Community Infrastructure. These funds will be utilized to enhance our community by providing pavement improvements on local city streets including, but not limited to: Hardin Street, Matthews Avenue, East Kathleen Avenue, South Prairie Avenue, South Frisco, Kendall, West Gladys, William Street, Daniel Street and Dover Street. Work will include asphalt overlays, milling in some locations, pavement repair and intersection improvements. The exact scope of work will be finalized over the next few months while plans are developed. It is our hope that this work will begin this fall (2022), but worst case will begin in the summer of 2023. These funds are above and beyond the city's normal street improvement program and will give a much-needed boost in funding to improve the city's street infrastructure.

ADJOURNMENT

There being no further business before the City Council, Councilman Self moved to adjourn. The motion was seconded by Councilman Baker and the following roll call vote was recorded:

Baker Aye, Leible Aye, Robison Aye, Self Aye, Teachout Aye,
Williams Absent, and Turnbow Aye, thereby being passed.

APPROVED:

GREG TURNBOW, MAYOR

ATTEST:

RHONDA COUNCIL, CITY CLERK

SEAL:

REGULAR CITY COUNCIL MEETING
AUGUST 10, 2022

The special Sikeston City Council meeting of August 10, 2022 was called to order at 7:30 a.m. at City Hall located at 105 E. Center St., Sikeston. Present at the meeting were: Mayor Pro Tem Brian Self, Vest Baker, John Leible and Tom Robison. Mayor Greg Turnbow and Councilman David Teachout were absent. Staff in attendance were: City Manager Jonathan Douglass, City Clerk Rhonda Council and Finance Director Karen Bailey.

ADJOURNMENT INTO EXECUTIVE SESSION

Councilman Robison motioned to adjourn into executive session. The motion was seconded by Councilman Baker and the following vote was recorded:

Baker Aye, Leible Aye, Robison Aye, Self Aye, Teachout Absent,
Williams Aye, and Turnbow Absent, thereby being passed.

1st & 2nd Reading, Emergency Bill #6277, Authorization to Enter into Purchase Agreement with Alan Wire

Councilman Leible motioned for the first reading of Bill #6277. The motion was seconded by Councilman Robison and the following vote recorded:

Baker Aye, Leible Aye, Robison Aye, Self Aye, Teachout Absent,
Williams Aye, and Turnbow Absent, thereby being passed.

City Counselor Thurman presented the bill for reading. This bill as approved shall become emergency ordinance number 6277, authorizing the City of Sikeston and the Board of Municipal Utilities to enter into a purchase agreement with Alan Wire Company.

Councilman Baker moved for the second reading of Bill Number 6277. The motion was seconded by Councilman Leible and the following vote recorded:

Baker Aye, Leible Aye, Robison Aye, Self Aye, Teachout Absent,
Williams Aye, and Turnbow Absent, thereby being passed.

City Counselor Thurman presented the bill for a second reading.

Bill No. 6277

Ordinance No. 6277

THIS BILL AS APPROVED SHALL BECOME EMERGENCY ORDINANCE NUMBER 6277, AUTHORIZING THE CITY OF SIKESTON AND THE BOARD OF MUNICIPAL UTILITIES TO ENTER INTO A PURCHASE AGREEMENT WITH ALAN WIRE COMPANY.

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

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

SECTION II: Whereas, the City of Sikeston, Missouri, ("City"), and the Board of Municipal Utilities, ("BMU"), of the City of Sikeston, Missouri, does wish to enter into a Purchase Agreement with Alan Wire Company; and subsequently execute a Warranty Deed to Alan Wire Company, and

SECTION III: Whereas, Alan Wire Company wishes to purchase the property located at Compress NENE 26-26-13 in the City of Sikeston, Missouri and full legal description attached hereto as Exhibit A.

SECTION IV: General Repealer Section. Any 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: Emergency Clause. In order to meet time restraints, this is being presented as an emergency ordinance.

SECTION VII: Record of Passage:

- A. Bill Number 6277 was introduced and read the first time this 10th day of August 2022.
- B. Bill Number 6277 was read the second time on this 10th day of August 2022. Following discussion, Councilman Robison moved to approve Bill Number 6277. The motion was seconded by Councilman Baker, discussed and the following roll call vote was recorded:

Baker Aye, Leible Aye, Robison Aye, Self Aye, Teachout Absent,
Williams Aye, and Turnbow Absent, thereby being passed.

- C. Upon passage by a majority of the Council, this Bill shall become Ordinance 6277 and shall be in full force and effect.

ADJOURNMENT OUT OF EXECUTIVE SESSION

There being no further business before the City Council, Councilman Baker moved to adjourn out of Executive Session. The motion was seconded by Councilwoman Williams and the following roll call vote was recorded:

Baker Aye, Leible Aye, Robison Aye, Self Aye, Teachout Absent,
Williams Absent, and Turnbow Aye, thereby being passed.

ADJOURNMENT

There being no further business before the City Council, Councilwoman Williams moved to adjourn. The motion was seconded by Councilman Leible and the following vote recorded:

Baker Aye, Leible Aye, Robison Aye, Self Aye, Teachout Absent,
Williams Absent, and Turnbow Aye, thereby being passed.

APPROVED:

GREG TURNBOW, MAYOR

ATTEST/SEAL:

RHONDA COUNCIL, CITY CLERK

REGULAR CITY COUNCIL MEETING
AUGUST 29, 2022

The Sikeston City Council meeting of August 29, 2020 was called to order at 5:00 p.m. in the Council Chambers at City Hall located at 105 E. Center St., Sikeston. Present at the meeting were: Mayor Greg Turnbow and Councilmembers Vest Baker, Onethia Williams and David Teachout. Councilman John Leible arrived at 5:03 p.m. Councilmen Brian Self and Tom Robison were absent. Staff in attendance were: City Manager Jonathan Douglass, City Counselor Tabatha Thurman, City Clerk Rhonda Council, City Treasurer Karen Bailey, HR Director Amanda Groves, Director of Public Works Jay Lancaster, Public Works Superintendent Brian Dial, Parks Director Dustin Care, Community Development Supervisor Bruce Copeland, Public Safety Director James McMillen and Public Safety Captain Ryan Smith, Jon Broom and Derick Wheatley.

PUBLIC HEARING – ESTABLISHMENT OF 2023 MUNICIPAL TAX LEVY

Councilman Teachout motioned to begin the Public Hearing to discuss the Establishment of the 2023 Municipal Tax Levy. The motion was seconded by Councilman Leible and the following vote recorded:

Baker Aye, Leible Aye, Robison Absent, Self Absent, Teachout Aye,
Williams Aye, and Turnbow Aye, thereby being passed.

Finance Director Karen Bailey presented the State Auditor's Office Assessed Valuation Summary and Tax Rate Calculations for establishing the 2023 property tax rates. The tax rates for 2023 will be: General \$0.4160; Park \$0.1813; and Library \$0.2000.

No remarks were heard from the public.

There being no further discussion before the City Council, Councilman Baker moved to adjourn from the public hearing. The motion was seconded by Councilman Teachout and the following roll call vote was recorded:

Baker Aye, Leible Aye, Robison Absent, Self Absent, Teachout Aye,
Williams Aye, and Turnbow Aye, thereby being passed.

ITEMS OF BUSINESS

1st & 2nd Reading, Emergency Bill #6272, Establishing the 2023 Tax Levy

Councilman Teachout moved for the first reading of Bill Number 6272. The motion was seconded by Councilman Leible and the following roll call vote was recorded:

Baker Aye, Leible Aye, Robison Absent, Self Absent, Teachout Aye,
Williams Aye, and Turnbow Aye, thereby being passed.

Counselor Thurman presented the bill for reading. An emergency bill, which upon adoption and passage, shall become Ordinance Number 6272, an ordinance fixing the rate of taxation on all taxable property in the City of Sikeston, Missouri, for the fiscal year 2022-2023.

Councilman Teachout moved for the second reading of Bill Number 6272. The motion was seconded by Councilman Leible and the following vote recorded:

Baker Aye, Leible Aye, Robison Absent, Self Absent, Teachout Aye,

Williams Aye, and Turnbow Aye, thereby being passed.

Counselor Thurman presented the bill for a second reading.

BILL Number 6272

ORDINANCE Number 6272

AN EMERGENCY BILL, WHICH UPON ADOPTION AND PASSAGE, SHALL BECOME ORDINANCE NUMBER 6272, AN ORDINANCE FIXING THE RATE OF TAXATION ON ALL TAXABLE PROPERTY IN THE CITY OF SIKESTON, MISSOURI, FOR THE FISCAL YEAR 2022-2023.

WHEREAS, the Sikeston City Council held a public hearing in accordance with Section 67.110 RSMO prior to the adoption of the City's 2022-2023 Tax Rate.

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Sikeston, Missouri, as follows:

Section I. This ordinance will not be codified in the Municipal Code Book of the City of Sikeston.

Section II. That for the purpose of maintaining a general fund, there is hereby levied a tax rate of four thousand one hundred sixty hundredths of a cent (\$.4160) per one hundred dollars (\$100.00) of assessed valuation on all taxable property in the City of Sikeston, Missouri, for the year 2022-2023.

Section III. That for the purpose of maintaining a public library fund, there is hereby levied a tax rate of one thousand nine hundred ninety-four one hundredths of a cent (\$.2000) per one hundred dollars (\$100.00) of assessed valuation on all taxable property in the City of Sikeston, Missouri, for the year 2022-2023.

Section IV. That for the purpose of maintaining public parks, there is hereby levied a tax rate of one thousand eight hundred thirteen one hundredths of a cent (\$.1813) per one hundred dollars (\$100.00) of assessed valuation on all taxable property in the City of Sikeston, Missouri, for the year 2022-2023.

Section V. General Repealer: 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. Emergency Clause: Due to requirements of the State of Missouri, this ordinance will become effective upon its passage.

Section VIII. Record of Passage:

- A. Bill Number 6272 was introduced and read the first time this 29th day of August 2022.
- B. Bill Number 6272 was read the second time and discussed this 29th day of August 2022. Following discussion, Councilman Baker moved to approve Bill Number 6272. The motion was seconded by Councilwoman Williams, discussed and the following roll call vote was recorded:

Baker Aye, Leible Aye, Robison Absent, Self Absent, Teachout Aye, Williams Aye, and Turnbow Aye, thereby being passed.

C. Ordinance 6272 shall be in full force and effect from and after Monday, August 29, 2022.

1st & 2nd Reading, Emergency Bill #6279, Request to Annex Two Tracts of Land (Piece of Highway 61 & Highway 60 Right-of-Way; Land South of US Highway 60 in New Madrid Co.)

Councilman Leible moved for the first reading of Bill Number 6279. The motion was seconded by Councilman Teachout and the following roll call vote was recorded:

Baker Aye, Leible Aye, Robison Absent, Self Absent, Teachout Aye, Williams Aye, and Turnbow Aye, thereby being passed.

Counselor Thurman presented the bill for reading. An emergency ordinance of which upon approval shall become Ordinance Number 6279, providing for the proposed annexation of land southeast of Highway 60 and east of Highway 61, two tracts of land, one being a piece of Highway 61, and a part of Highway 60 right of way that contains 51.42 acres and another tract of land that is south of US Highway 60 in New Madrid County. These tracts of land are further described by metes and bounds legal description.

Councilman Baker moved for the second reading of Bill Number 6279. The motion was seconded by Councilman Teachout and the following vote recorded:

Baker Aye, Leible Aye, Robison Absent, Self Absent, Teachout Aye, Williams Aye, and Turnbow Aye, thereby being passed.

Counselor Thurman presented the bill for a second reading.

BILL Number 6279

ORDINANCE Number 6279

AN EMERGENCY ORDINANCE OF WHICH UPON APPROVAL SHALL BECOME ORDINANCE NUMBER 6279 PROVIDING FOR THE PROPOSED ANNEXATION OF LAND SOUTHEAST OF HWY 60 AND EAST OF HWY 61, TWO TRACTS OF LAND, ONE BEING A PIECE OF HWY 61, AND A PART OF HWY 60 RIGHT OF WAY THAT CONTAINS 51.42 ACRES AND ANOTHER TRACT OF LAND THAT IS SOUTH OF US HWY 60 IN NEW MADRID COUNTY. THESE TRACTS OF LAND ARE FURTHER DESCRIBED BY METES AND BOUNDS LEGAL DESCRIPTION.

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 August 25, 2022, and passed a favorable recommendation to approve the annexation of these two tracts of land in the City of Sikeston, New Madrid County, Missouri. The tracts or parcels of land, which are attached hereto, and is marked Exhibit "A" and incorporated by reference and legally described as follows:

ANNEXATION OF LAND SOUTHEAST OF HWY 60 AND EAST OF HWY 61

A tract or parcel of land being a part of U.S.P.S. 39, 619, 643 & 1127, part of the South Half of Section 29 and part of the North Half of Section 32 in Township 26 North, Range 14 East, New

Madrid County, Missouri, lying South of U.S. Highway 60 and East of U.S. Highway 61 and being further described by metes and bounds as follows:

Commencing at the Northeast corner of U.S.P.S. 619, monumented with an iron rod and cap stamped, "John Chittenden, PLS 2108 for the point of beginning; thence S 10°32'06" E along the East line thereof a distance of 390.49 feet, monumented the same; thence S 80°41'14" W along the South line thereof a distance of 4,297.63 feet, monumented with a #5 rebar with a cap stamped, "Darrall R. Hirtz, PLS 2140"; along a curve to the right with a radius of 541.66' and a chord bearing S69°34'26"W - 207.46' a distance of 208.75 feet; thence S 80°41'14" W a distance of 26.37 feet; thence S 9°18'46" E a distance of 260.01 feet; thence S 80°41'15" W a distance of 867.38 feet to the East right-of-way line of U.S. Highway 61; thence N 9°04'37" W along said right-of-way line a distance of 248.72 feet to Hwy PT 115+62.8, 55'LT; thence continuing along said right-of-way line on a curve to the left with a radius of 22,972.98' and a chord bearing N9°27'07"W - 300.71' a distance of 300.72 feet to Hwy PC 112+62.8, 55'LT; thence continuing along said right-of-way line N 9°49'37" W a distance of 562.80 feet to Hwy Sta 107+00, 55'LT; thence S 80°18'13" W a distance of 5.00 feet to Hwy Sta 107+00, 50'LT; thence N 9°49'40" W a distance of 250.39 feet to Hwy Sta 104+75.7, 50'LT; thence N 80°10'23" E a distance of 25.00 feet to Hwy Sta 104+75.7, 75'LT; thence N 8°26'17" W along said right-of-way line a distance of 272.25 feet; thence N 80°41'52" E a distance of 1314.03 feet to the East line of the Three Rivers College tract; thence N 10°52'16" W a distance of 1623.65 feet to the South right-of-way line of U.S. Highway 60 monumented with an iron rod and a cap stamped, "John Chittenden, PLS 2108"; thence N 65°34'27" E along said right-of-way line a distance of 2826.13 feet to Hwy Sta 1170+00, 125'RT; thence N 67°00'23" E along said right-of-way line a distance of 1400.44 feet to Hwy Sta 1184+00, 160'RT; thence N 46°17'03" E along said right-of-way line a distance of 105.95 feet to Hwy Sta 1185+00, 125'RT; thence N 65°34'27" E along said right-of-way line a distance of 500.00 feet to Hwy Sta 1190+00, 125'RT; thence N 71°17'05" E along said right-of-way line a distance of 100.50 feet to Hwy Sta 1191+00, 135'RT; thence N 65°34'27" E along said right-of-way line a distance of 678.82 feet; thence leaving said right-of-way S 8°18'41" W a distance of 1627.82 feet along the centerline of an existing ditch; thence leaving said ditch S 80°44'28" W a distance of 1121.93 feet; thence S 10°01'29" E a distance of 538.85 feet; thence N 79°37'32" E a distance of 280.83 feet; thence S 9°42'16" E a distance of 1935.15 feet to the point of beginning and containing 403.49 Acres, more or less.

ANNEXATION OF PART OF U.S. HIGHWAYS 60 AND 61

A tract or parcel of land being a part of U.S.P.S. 39, 643 & 1127, part of the South Half of Section 29 and part of the North Half of Section 32 in Township 26 North, Range 14 East, New Madrid County, Missouri and being further described by metes and bounds as follows:

Commencing at U.S. Highway 61 Sta 104+75.7, 50'LT for the point of beginning; thence N 9°49'47" W along an old highway right-of-way line a distance of 973.67 feet to old Hwy Sta 95+00, 50'LT; thence N 4°42'05" W along said old right-of-way line a distance of 336.38 feet to old Hwy Sta 91+65, 80'LT; thence N 32°25'38" E along said old right-of-way line a distance of 424.53 feet to the old U.S. Highway 60 Sta 1131+40, 125'RT; thence N 65°34'27" E along old said right-of-way line a distance 565.78 feet to old Hwy Sta 137+05.8, 125'RT; thence N 24°25'33" W a distance of 250.00 feet to the old North right-of-way Sta 1137+05.8, 125'LT; thence N 65°34'27" E along said right-of-way line a distance of 0.18 feet to a point that is 850.00 feet perpendicular from the centerline of U.S. Highway 61 being Sta 1137+05.98, 125'LT; thence N 9°48'16" W parallel with the centerline of said U.S. Highway 61 and 850.00 feet perpendicular thereto a distance of 40.35 feet to the existing right-of-way line of U.S. Highway 60, being Sta 1137+16.14, 164.04'LT; thence N 70°43'00" E along said current right-of-way line a distance of 435.61 feet to Hwy Sta 1141+50, 125'LT; thence N 65°34'27" E along said right-of-way line a distance of 2750.00 feet to Hwy Sta 1169+00, 125'LT; thence N 64°08'32" E along said right-of-way line a distance of 1400.44 to Hwy Sta 1183+00, 160'LT; thence N 65°34'27" E along said right-of-way line a distance

of 200.00 feet to Hwy Sta 1185+00, 160'LT; thence N 75°04'54" E along said right-of-way line a distance of 152.03 feet to Hwy Sta 1186+50, 135'LT; thence N 65°34'27" E along said right-of-way line a distance of 1250.00 feet to Hwy Sta 1199+00, 135'LT; thence N 62°42'43" E along said right-of-way line a distance of 100.12 feet to Hwy Sta 1200+00, 140'LT; thence N 65°34'27" E along said right-of-way line a distance of 200.00 feet to Hwy Sta 1202+00, 140'LT; thence N 67°00'23" E along said right-of-way line a distance of 600.19 feet to Hwy Sta 1208+00, 125'LT; thence N 65°34'27" E along said right-of-way line a distance of 607.45 feet to the East line of Section 29, Township 26 North, Range 14 East, being the centerline of Keystone Drive; thence S 0°33'44" W along the East line thereof a distance of 275.82 feet to the South right-of-way line of U.S. Highway 60; thence S 65°34'27" W along said right-of-way line a distance of 490.94 feet to Hwy Sta 1208+00, 125'RT; thence S 64°08'32" W along said right-of-way line a distance of 600.19 feet to Hwy Sta 1202+00, 140'RT; thence S 65°34'27" W along said right-of-way line a distance of 200.00 feet to Hwy Sta 1200+00, 140'RT; thence S 68°26'12" W along said right-of-way line a distance of 100.12 feet to Hwy Sta 1199+00, 135'RT; thence S 65°34'27" W along said right-of-way line a distance of 800.00 feet to Hwy Sta 1191+00, 135'RT; thence S 71°17'05" W along said right-of-way line a distance of 100.50 feet to Hwy Sta 1190+00, 125'RT; thence S 65°34'27" W along said right-of-way line a distance of 500.00 feet to Hwy Sta 1185+00, 125'RT; thence S 46°17'03" W along said right-of-way line a distance of 105.95 feet to Hwy Sta 1184+00, 160'RT; thence S 67°00'23" W along said right-of-way line a distance of 1400.44 feet to Hwy Sta 1170+00, 125'RT; thence S 65°34'27" W along said right-of-way line a distance of 3000.00 feet to Hwy Sta 1140+00, 125'RT; thence along a curve to the left with a radius of 1146.00' and a chord bearing S 49°45'18" W - 623.62' along said right-of-way line a distance of 631.58 feet to Hwy Sta 1134+00, 295'RT; thence along a curve to the right with a radius of 1146.00' and a chord bearing S 47°35'34" W - 599.27' along said right-of-way line a distance of 606.32 feet to Hwy Sta 1128+20, 480'RT; thence S 22°57'29" W along said right-of-way line a distance of 92.25 feet to U.S. Highway 61 Sta 93+50, 105'LT; thence S 4°06'59" E along said right-of-way line a distance of 150.75 feet to Hwy Sta 95+00, 90'LT; thence S 9°49'37" E along said right-of-way line a distance of 355.00 feet to Hwy Sta 98+55, 90'LT; thence S 8°26'17" E along said right-of-way line a distance of 618.88 feet to Hwy Sta 104+75.7, 75'LT; thence S 80°10'23" W along said right-of-way line a distance of 25.00 feet to the point of beginning and containing 51.42 acres, more or less.

SECTION III: Said plat 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: Emergency Clause. This ordinance is adopted as an emergency measure in order to enable timely action for the construction of the new outer road.

SECTION VII: Record of Passage:

- A. Bill Number 6279 was introduced and read the first time this 29th day of August 2022.
- B. Bill Number 6279 was read the second time and discussed this 29th day of August 2022. Following discussion, Councilman Baker moved to approve Bill Number 6272. The motion was seconded by Councilman Teachout, discussed and the following roll call vote was recorded:

Baker Aye, Leible Aye, Robison Absent, Self Absent, Teachout Aye, Williams Aye, and Turnbow Aye, thereby being passed.

C. Upon passage by a majority of the Council, this Bill shall become Ordinance 6279 and shall be in full force and effect.

2nd Reading & Consideration, Bill #6271, Authorize the Installation of Stop Signs at Various Locations

Councilman Leible moved for the second reading of Bill Number 6271. The motion was seconded by Councilman Teachout and the following vote recorded:

Baker Aye, Leible Aye, Robison Aye, Self Aye, Teachout Aye, Williams Absent, and Turnbow Aye, thereby being passed.

City Counselor Thurman presented the bill for reading.

BILL NUMBER 6271

ORDINANCE NUMBER 6271

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6271 AND SHALL AMEND TITLE III, CHAPTER 300, SCHEDULE III, TABLE III-A OF THE UNIFORM TRAFFIC CODE ESTABLISHING ADDITIONAL TRAFFIC CONTROL MEASURES 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 the City Municipal Code.

SECTION II: The Traffic Committee did meet on July 26, 2022, and did favorably vote to amend the uniform traffic code by placing stop signs on Yosemite at Brunt, Rushmore at Brunt, S. Illinois at Citation, Seabiscuit at Citation and a Three-Way Stop on Marion at Pam.

SECTION III: Title III – Chapter 300 – Schedule III, Table III-A – Stop Locations; shall be amended by including the following:

<u>Stop Sign</u>	<u>Through Street</u>	<u>Sign Location</u>	<u>Controlled Traffic Movement</u>
Yosemite	Brunt Blvd	SE Corner	North
Rushmore	Brunt Blvd	SE Corner	North
S. Illinois Ave	Citation Dr	SW Corner	East
Seabiscuit Dr	Citation Dr	NW Corner	South

<u>Three-Way Stop</u>	<u>Sign Location</u>	<u>Controlled Traffic Movement</u>
Marion Ave at Pam St	SE Corner	North
Marion Ave at Pam St	NW Corner	South

SECTION IV: General Repealer Section: Any 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, then the remaining part or parts shall be severable and shall continue in full force and effect.

SECTION VI: Record of Passage:

- A. Bill Number 6271 was introduced and read the first time this 1st day of August 2022.
- B. Bill Number 6271 was read the second time and discussed this 29th day of August 2022. Following discussion, Councilman Leible moved to approve Bill Number 6271. The motion was seconded by Councilman Teachout, discussed and the following roll call vote was recorded:

Baker Aye, Leible Aye, Robison Absent, Self Absent, Teachout Aye, Williams Aye, and Turnbow Aye, thereby being passed.

- C. Ordinance 6271 shall be in full force and effect from and after Wednesday, September 28, 2022.

1st Reading, Bill #6278, Amending Chapter 600, Alcoholic Beverages (Liquor License)

Councilman Teachout moved for the first reading of Bill Number 6278. The motion was seconded by Councilman Leible and the following vote recorded:

Baker Aye, Leible Aye, Robison Absent, Self Absent, Teachout Aye, Williams Aye, and Turnbow Aye, thereby being passed.

City Counselor Thurman presented the bill for reading. This bill as approved shall become Ordinance Number 6278 and shall amend Chapter 600, Alcoholic Beverages, within the City of Sikeston, Missouri.

1st Reading, Bill #6280, Purchasing Policy – Publication of Bids

Councilman Baker moved for the first reading of Bill Number 6280. The motion was seconded by Councilman Teachout and the following vote recorded:

Baker Aye, Leible Aye, Robison Absent, Self Absent, Teachout Aye, Williams Aye, and Turnbow Aye, thereby being passed.

City Counselor Thurman presented the bill for reading. This bill as approved shall become Ordinance Number 6280 and shall amend Chapter 145, Purchasing Policy, within the City of Sikeston, Missouri.

1st Reading, Bill #6281, Amending Chapter 200, Article XII, Offenses Concerning Minors

Councilman Teachout moved for the first reading of Bill Number 6281. The motion was seconded by Councilman Leible and the following vote recorded:

Baker Aye, Leible Aye, Robison Absent, Self Absent, Teachout Aye, Williams Aye, and Turnbow Aye, thereby being passed.

City Counselor Thurman presented the bill for reading. This bill as approved shall become Ordinance Number 6281 and shall amend Chapter 200, Article XII, Offenses Concerning Minors, within the City of Sikeston, Missouri.

Resolution 22-08-02, Financing of Equipment

When preparing the FY23 Budget, \$104,132 was budgeted towards a 3-year lease to purchase a dump truck and backhoe. Street Department staff have submitted the bids and Council has awarded them. Unfortunately, the equipment will not arrive at the same time. The dump truck should arrive in about 10 weeks, the backhoe may not arrive until the second quarter of 2023.

The City has the funds available to pay for the dump truck upon its arrival. When the backhoe finally arrives, we will finance the two pieces of equipment together. Per Gilmore and Bell, a resolution is required for us to finance after the purchase of the flatbed truck.

A RESOLUTION DETERMINING THE INTENT OF THE CITY OF SIKESTON, MISSOURI TO REIMBURSE ITSELF FOR THE ACQUISITION OF A DUMP TRUCK.

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

WHEREAS, The City of Sikeston, Missouri (the "City") has incurred capital expenditures in connection with the acquisition of a dump truck (the "Equipment") and may incur additional capital expenditures in connection with the Equipment on and after the date hereof. The City intends to reimburse itself for such expenditures with the proceeds of tax-exempt bonds or other obligations to be issued by the City (the "Obligations"). The maximum net proceeds of Obligations expected to be issued for the Equipment will be \$200,000.

Councilman Baker motioned to approve the financing the dump truck and backhoe together once the backhoe arrives in 2023. The motion was seconded by Councilman Teachout, discussed and the following vote recorded:

Baker Aye, Leible Aye, Robison Absent, Self Absent, Teachout Aye, Williams Aye, and Turnbow Aye, thereby being passed.

Receive Playground Proposal from Levi's Children's Charity

Levi's Children's Charity has provided renderings of a playground they propose to fund and install in Legion Park West.

Levi's Children's Charity intends to apply for a Land and Water Conservation Fund grant to help pay for the playground. That grant cycle is now open and draft applications can be turned in by October 19 for a courtesy review and comments. The final deadline for those grant applications is November 16.

Authorization to Renew Historic Downtown Sikeston Contract

The City has long had a contract with Historic Midtown Development Group (HMDG, dba Historic Downtown Sikeston) for services related to the promotion of Downtown Sikeston. This year's renewal would increase the City's payment to Historic Downtown from \$5,000 to \$10,000. In addition to the old contract's general language about promotion of downtown business and visitor activity, the new contract specifically stipulates that Historic Downtown will:

- a. Cooperate and coordinate with Chamber of Commerce, Sikeston Parks & Recreation, and the Convention and Visitors Bureau on activities benefiting the downtown district.
- b. Work with the City Council and City Manager as requested to meet goals, objectives, and action steps of the City Council relating to the downtown district.
- c. Operate and oversee the Downtown Farmers Market.
- d. Maintain the Downtown Sikeston signs located on the railroad right-of-way along Malone Ave, and the landscaping surrounding said signs.
- e. Maintain downtown landscaping in flowerpots and beds located on downtown sidewalks and in public areas including adjacent to the Jeremiah's parking lot and midblock on the 100 block of Front Street.
- f. Keep the bulletin board located near the Depot Trail Head of the Cotton Trace Trail updated with current and relevant information to downtown and other community events.
- g. Annually provide the City with a report of activities completed in support of this agreement.
- h. Undertake and support downtown beautification projects.
- i. Undertake and support public art in downtown.

Councilman Teachout motioned to renew the contract with Historic Downtown Sikeston which includes an increased payment from the City in the amount of \$10,000 and the specific stipulations outlined in the contract. The motion was seconded by Councilman Leible, discussed and the following vote recorded:

Baker Aye, Leible Aye, Robison Absent, Self Absent, Teachout Aye, Williams Aye, and Turnbow Aye, thereby being passed.

Authorization to Renew Workers Compensation

On July 28, 2022, the City received the workers' compensation and employers' liability renewal quote from Missouri Employers Mutual for an estimated premium of \$591,561 with the City's portion totaling \$311,305. While the e-mod for this policy year increased slightly from 1.26 to 1.28 we received increased schedule rating discounts which resulted in a lower overall premium from last year.

The City and BMU have been insured by Missouri Employers Mutual Insurance Company (MEM) since 2005. They have been paying dividends since 2011. MEM provides excellent loss prevention resources and training. Payroll reports and premium are submitted on a monthly basis thereby eliminating surprise assessments after the year has closed. Their rates are guaranteed for one year.

Councilman Baker motioned to renew the City's Worker's Compensation Insurance with Missouri Employers Mutual, effective September 1, 2022, with the City's estimated premium in the amount of \$311,305. The motion was seconded by Councilwoman Williams, discussed and the following vote recorded:

Baker Aye, Leible Aye, Robison Absent, Self Absent, Teachout Aye, Williams Aye, and Turnbow Aye, thereby being passed.

Authorization to Purchase New SCBA Fill Station

Sikeston DPS would like to enter a purchase agreement with Banner Fire Equipment to purchase a new three position SCBA fill station, model CFS5.5-3S, in the amount of \$13,426.44. Sikeston DPS determined Banner Fire Equipment because they are the sole vendor that sells Bauer

equipment for this area since it's split up in territories for fire departments. They also currently service all the fill stations and compressors for breathing air that goes into the SCBA bottles. We have prior knowledge of Bauer equipment and must stay with the brand fill station to match up with the compressor that goes with the system. The fill station being replaced has been in service since 1994 and it is almost impossible to find parts when issues occur due to its age.

Councilman Baker moved to authorize the purchase of a new three position SCBA fill station in the amount of \$13,426.44 from Banner Fire Equipment out of Roxana, IL. The motion was seconded by Councilman Leible, discussed and the following vote recorded:

Baker Aye, Leible Aye, Robison Absent, Self Absent, Teachout Aye, Williams Aye, and Turnbow Aye, thereby being passed.

Authorization to Purchase Two (2) Used Patrol Vehicles

The Department of Public Safety request approval to purchase two (2) used AWD Highway Patrol 2019 Dodge Chargers at the price of \$21,000 per vehicle for a total of \$42,000. Both of these cars were included in the FY23 budget. The remaining budgeted funds will be used to outfit the cars with emergency equipment.

Councilman Teachout moved to authorize the purchase of two used AWD Highway Patrol 2019 Dodge Chargers from the Missouri State Highway Patrol's Fleet & Facilities Division in Jefferson City, MO at \$21,000 per vehicle for a total of \$42,000. The motion was seconded by Councilman Leible, discussed and the following vote recorded:

Baker Aye, Leible Aye, Robison Absent, Self Absent, Teachout Aye, Williams Aye, and Turnbow Aye, thereby being passed.

Authorization to Purchase Road Salt

Staff was able to find the availability of 200 tons of salt from Swinter Group Inc. at a price of \$102.65/ton for a total purchase of \$20,530.00. This is the only vendor we have been able to locate with both availability and a willingness to sell to us so there are no other bids for comparison. Because of price fluctuation, this amount is subject to change.

Councilman Leible moved to authorize the purchase of 200 tons of road salt from Swinter Group Inc. of St. Louis, MO in an amount up to \$22,000.00. The motion was seconded by Councilman Baker, discussed and the following vote recorded:

Baker Aye, Leible Aye, Robison Absent, Self Absent, Teachout Aye, Williams Aye, and Turnbow Aye, thereby being passed.

Approval of Outlet Agreement with St. John's Bayou Basin for Lateral C

The City is pursuing an arrangement with St. John's Bayou Basin drainage district to be allowed for Lateral C to drain into St. John's, and for us to be able to clean it out. Any maintenance would be at our expense. They are charging us \$7,500 annually to drain water into their system.

Councilman Teachout moved to approve the agreement with St. John's Bayou Basin Drainage District in the amount of \$7,500 annually to allow Lateral C to drain into St. John's and the right to clean it out. The motion was seconded by Councilman Leible, discussed and the following vote recorded:

Baker Aye, Leible Aye, Robison Absent, Self Absent, Teachout Aye, Williams Aye, and Turnbow Aye, thereby being passed.

Approve Request for Conditional Use Variance to Allow Building in Light Industrial (IL) Zone to be Used as a Residence at 1024 County Line Road

Staff received a request from Anthony J. and Elizabeth F. Heckemeyer for a conditional use variance to allow a building in a Light Industrial (IL) Zone to be used as a residence at 1024 County Line Road, Sikeston, MO.

The Planning and Zoning committee met August 9, 2022, and passed a favorable recommendation to approve the conditional use of 1024 County Line Road to be used as a residential use in a light industrial zone.

Councilman Baker moved to approve the conditional use variance to allow a building in Light Industrial (IL) Zone to be used as a residence at 1024 County Line Road. The motion was seconded by Councilwoman Williams, discussed and the following vote recorded:

Baker Aye, Leible Aye, Robison Absent, Self Absent, Teachout Aye, Williams Aye, and Turnbow Aye, thereby being passed.

Approve Funding for Relocation of Ameren Utility Line on Highway 61 South

As part of the City's project for the Outer Road for the South Industrial Park, the city was made aware that an Ameren utility line that operates a well needs to be relocated because it is currently located where pavement is proposed and must be moved. Ameren has given the city a quote of \$11,865.73 to relocate this utility line.

Councilman Leible motioned to approve the funding to relocate an Ameren utility line on Highway 61 South in the amount of \$11,865.73. The motion was seconded by Councilman Teachout, discussed and the following vote recorded:

Baker Aye, Leible Aye, Robison Absent, Self Absent, Teachout Aye, Williams Aye, and Turnbow Aye, thereby being passed.

Other Items

The next regular Council meeting scheduled for September 6th has been cancelled due to Labor Day.

ADJOURNMENT

There being no further business before the City Council, Councilman Teachout moved to adjourn. The motion was seconded by Councilman Leible and the following roll call vote was recorded:

Baker Aye, Leible Aye, Robison Absent, Self Absent, Teachout Aye, Williams Aye, and Turnbow Aye, thereby being passed.

APPROVED:

GREG TURNBOW, MAYOR

ATTEST:

RHONDA COUNCIL, CITY CLERK

SEAL:

Council Letter

Council Letter: 22-10-03

Originating Department: Department of Governmental Services

To the Mayor and City Council:

Subject: Award of 2023 Domestic Violence Surcharge Shelter Funding

Attachments:

House of Refuge Application for Funding

Action Options:

1. Authorize calendar year 2023 funding in an amount not to exceed \$5,000 to the House of Refuge Domestic Violence Shelter;
2. Other actions as Council may deem appropriate.

Background:

In 2002, the State established a funding source for domestic violence abuse shelters. A \$4.00 Domestic Violence Shelter Surcharge was placed on all municipal court convictions. These funds are retained by the City and distributed via an application process to domestic violence shelters serving the municipality.

On September 20, 2022 the House of Refuge for Abused and Battered Women submitted an application for funding in the amount of \$5,000. This amount would be distributed on a monthly basis during calendar year 2023. Their application meets all municipal requirements, and if Sikeston's municipal court caseload remains at current levels, at least \$5,000 in domestic violence shelter surcharge fees should be generated.

Staff is seeking Council award Domestic Violence Surcharge funding in an amount not to exceed \$5,000, to the House of Refuge for Abused and Battered Women.

City of Sikeston, Missouri

**SHELTER FOR VICTIMS OF DOMESTIC VIOLENCE
FUNDING PROGRAM FOR YEAR ENDING
DECEMBER 31, 2023**

APPLICATION

Sikeston City Hall
105 East Center Street, Sikeston, MO 63801
(573) 475-3701

I. Identification:

Applicant Shelter: House of Refuge

Shelter Director: Jill Hill

Shelter's Mailing Address: P.O. Box 244 Sikeston, MO 63801

Telephone: 573-472-4499

Fax: 573-472-9966

Email: sikestonsafeplace@gmail.com

Federal Employer Identification Number (FEIN): 43-1764746

Date of Incorporation: 10/19/1988

Date Operations Began: 7/1/2001

II. Primary Contact:

Name: Sandra Nelson

Title:

Chairperson, Board of Directors

Mailing Address: P.O. Box 244 Sikeston, MO 63801

Telephone: 573-472-4499

Fax: 573-472-9966

Email:

snelson@blantonlaw.com

III. Application Prepared by:

Name/Title: Jill Wondel, Grant Coordinator

Date: 9/5/22

Telephone: 573-703-6915

Fax:

Email:

jwondel@gmail.com

IV. Verification of Eligibility:

- A. Attach copy of shelter's Certificate of Incorporation from the Missouri Secretary of State.
 - B. Attach list of the directors of the corporation with addresses and telephone numbers.
 - C. Attach list of shelter trustees, their addresses and telephone numbers; indicate their representation of St. Louis's racial, ethnic and socioeconomic diversity; and indicate their personal experience in confronting or mitigating the problems of domestic violence.
 - D. Attach list of the applicant shelter's proposed funding sources indicating the type of support supplied (cash, goods or services), and what percentage of the shelter's total operational income each source provides.
 - E. Submit documentation stating the nature and type of residential services or facilities provided for children when accompanied by a parent, guardian or custodian who is a victim of domestic violence and receiving temporary residential service at the shelter?
 - F. Does the applicant shelter require its employees and volunteers to maintain the confidentiality of any information that would identify the individuals served by the shelter? Yes If so, attach copy of statement.
 - G. Does the applicant shelter require its employees and volunteers to maintain the confidentiality of information or records that are directly related to the advocacy services provided to shelter residents? If so, attach copy of statement. Yes
 - H. Does the applicant shelter advise individuals being served by the shelter of the nature and scope of its confidentiality requirements? If so, attach copy of statement. Yes
-

V. Historical Data:

- A. Attach summary of the applicant shelter's prior year's activities. Indicate what specific services and programs were provided.

- B. Attach report indicating the number of individuals receiving services from the applicant shelter in the prior year, delineated by type of services, sex, race, and age.
- C. Attach copy of applicant shelter's financial statement or annual report for the past two years.

VI. Proposed Operating Budget:

A. Attach applicant shelter's proposed operating budget for the calendar year ending December 31, 2023.

B. What is the amount of funding being requested from the City of Sikeston?

\$5,000.00

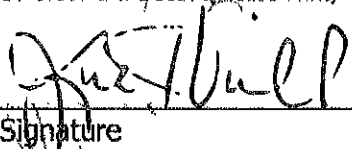
VII. Proposed Services:

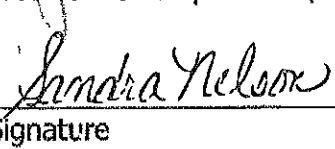
Attach summary of the services the applicant shelter proposes to offer with an estimate of the number of persons to be served during the calendar year ending December 31, 2023.

VIII. Signatures:

I attest that the information provided in and submitted with this application is, to the best of my knowledge, complete and accurate. If approved, the applicant intends to provide the services described in this application.

APPLICANT:

Jill Hill
Shelter Director (Please Print)

Signature
Manager 8/11/22
Title Date

Sandra Nelson
President of Corporation (Please Print)

Signature
President, Board of Directors 9/11/22
Title Date

CITY OF SIKESTON:

Approved and funding appropriated this day of 2022.

Greg Turnbow, Mayor Date

ATTEST:

Rhonda Council, City Clerk Date

Council Letter

Date of Meeting: 22-10-03

Originating Department: Department of Public Safety

To the Mayor and City Council:

Subject:

Surplus of DPS Vehicle

Attachments:

1. Resolution #22-10-01, DPS Surplus of Vehicle

Action Options:

1. Approval of Resolution 22-10-01
2. Other action Council may deem appropriate

Background:

Certain vehicles in the City's inventory, due to their age or state of disrepair, can no longer adequately perform the day-to-day operations of the city. The City of Sikeston seeks to remove such items from its inventories to maximize operations and to provide a safe and efficient environment for its employees.

Vehicle:

2009 Dodge Charger (Unit 33), VIN: 2B3KA43T29H534629

RESOLUTION 22-10-03

A RESOLUTION OF THE CITY OF SIKESTON, MISSOURI DECLARING CERTAIN EQUIPMENT, VEHICLES, AND ITEMS IN THE CITY'S INVENTORY TO BE SURPLUS PROPERTY AND AUTHORIZING ITS DISPOSAL.

WHEREAS, Certain equipment, vehicles and items in the City's inventory, due to its age or state of disrepair can no longer adequately perform the day-to-day operations of the City; and

WHEREAS, the City of Sikeston seeks to remove such items from its inventories to maximize operations, and while providing a safe and efficient environment for its employees.

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

The item enumerated below are hereby declared surplus and the City Manager is directed to proceed with the removal of this item from City inventories by sale at public auction, sale by sealed bid, or when the item is no longer usable, by disposal.

Vehicles:

2009 Dodge Charger (Unit 33), VIN: 2B3KA43T29H534629

Read this 3rd day of October 2022, discussed, and voted as follows:

Leible _____, Self _____, Teachout _____, Williams _____,
Baker _____, Robinson _____, 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: October 3, 2022

Originating Department: Finance

To the Mayor and City Council:

Subject: Reading of Resolution 22-10-02

Attachments:

1. Resolution 22-10-02

Action Options:

1. Approve Resolution 22-10-02
2. Other action Council may deem appropriate

Background:

The City of Sikeston has been awarded two (2) CDBG Grants, one for street construction and the other for DAEOC to construct a homeless shelter. The funds are originating from HUD and we must comply with their guidelines. During new grantee orientation with CDBG staff, it became apparent we would have to adjust our policies to comply.

This resolution will authorize the establishment of a noninterest-bearing checking account for CDBG funds. In addition, it will designate who is authorized to submit Request for Funds (RFFs) and sign checks. Both RFFs and checks requires 2 signatures. Three individuals will be selected to ensure the ability to obtain signatures in a timely manner. No person can be both an RFF approver and a check signer. Since the Mayor is certifying who is approved to sign the RFFs and checks, he cannot sign either of them.

All City of Sikeston checks require 2 signatories, the mayor and finance director. The signatures are attached electronically when checks are issued. CDBG does not permit electronic signatures on checks. They require ink or 'wet' signatures. This will prohibit us from being able to utilize our accounting software to issue the checks. We will make manual entries and attach our documentation. This was discussed at length during the orientation.

Staff is proposing the RFF approvers be City Manager Jonathan Douglass, Account Clerk Brooke Reeves, and Jay Lancaster. The authorized checking account signers will be City Treasurer Karen Bailey, Account Clerk Jessica Britton, and City Clerk Rhonda Council.

Staff requests the approval of Resolution 22-10-02.

RESOLUTION 22-10-02

A RESOLUTION AUTHORIZING THE ESTABLISHMENT OF A NON-INTEREST-BEARING CHECKING ACCOUNT FOR CDBG FUNDS AND DESIGNATING REQUEST FOR FUNDS AND CHECK SIGNATORIES.

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

WHEREAS, The City of Sikeston, Missouri (the "City") has been awarded funds from the State of Missouri Community Development Block Grant Program (CDBG); and

WHEREAS, These funds originate from the United States Department of Housing and Urban Development (HUD); and

WHEREAS, HUD and CDBG require establishment of a non-interest bearing account with two (2) signatories and the designation of three (3) signatories for the Request for Funds; and

WHEREAS, The Mayor must certify these signatures to CDBG.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIKESTON, MISSOURI, AS FOLLOWS:

Designated RFF approvers will be City Manager Jonathan Douglass, Account Clerk Brooke Reeves, and City Engineer Jay Lancaster. The authorized checking account signers will be City Treasurer Karen Bailey, Account Clerk Jessica Britton, and City Clerk Rhonda Council.

Read this 3rd day of October 2022, discussed and voted upon as follows:

Baker _____, Leible _____, Robison _____,
Self _____, Teachout _____, Williams _____,
and Turnbow _____, thereby being approved.

Greg Turnbow, Mayor

Approved as to form
Tabatha Thurman, City Counselor

Seal / Attest:

Rhonda Council, City Clerk

Council Letter

Date of Meeting: October 3, 2022

Originating Department: Finance

To the Mayor and City Council:

Subject: Authorization to Perform Procurement Procedures for CDBG Project 2020-PF-CV01

Attachments:

1. Proposed Letter of Procurement Authorization

Action Options:

1. Authorize Letter Assigning Procurement Responsibilities
2. Other action Council may deem appropriate

Background:

The City of Sikeston was awarded a \$1,991,450 grant from the Missouri Department of Economic Development Community Development Block Grant Program. This project is the construction of a new homeless shelter to be located on Kathleen Street between Scott and Stoddard Streets in Sikeston, Missouri.

DAEOC submitted the grant application through the City of Sikeston. Staff would like to assign or grant them procurement responsibilities for this project. City purchasing guidelines will continue to be followed and city staff has been and will continue to be involved in bids and financial oversight.

Staff requests that council authorize the Mayor to sign the attached letter, designating DAEOC be assigned procurement responsibilities for CDBG Project 2020-PF-CV01.



City of Sikeston

October 3, 2022

Mr. Joel Evans
President and CEO, DAEOC
PO Box 1608
Sikeston, Missouri 63801

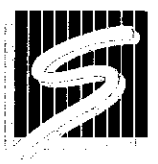
Re: Procurement Administration for Grant 2020-PF-CV01, Homeless Shelter

Dear Mr. Evans,

The City of Sikeston was awarded a \$1,991,450 grant from the Missouri Department of Economic Development Community Development Block Grant Program. This project is the construction of a new homeless shelter to be located on Kathleen Street between Scott and Stoddard Streets in Sikeston, Missouri.

At the October 3, 2022, city council meeting, the City Council authorized DAEOC to perform all procurement procedures for CDBG Project Number 2020-PF-CV01. Please advise if you have any questions or concerns.

Greg Turnbow
Mayor
City of Sikeston



Council Letter

Date of Meeting: October 3, 2022

Originating Department: Finance

To the Mayor and City Council:

Subject: Approval of Contract with Bootheel Regional Planning and Economic Development Commission (BRPC) for Administration of CDBG 2020-PF-CV01

Attachments:

1. Contract for Professional Services
2. Procurement Waiver

Action Options:

1. Authorize Mayor's signature on contract with BRPC
2. Other action Council may deem appropriate

Background:

The City of Sikeston has been awarded a \$1,991,450 CDBG Grant for DAEOC to construct a homeless shelter. CDBG provided DAEOC with a list of approved grant administrators for the grant oversight. DAEOC subsequently chose BRPC.

The maximum amount of compensation and reimbursement to the BRPC for administration of the DAEOC Homeless Shelter Grant is fifty thousand dollars (\$50,000). These funds are included in the grant award. Staff requests the approval of the contract with the Bootheel Regional Planning and Economic Development Commission (BRPC) for Administration of CDBG 2020-PF-CV01.

CONTRACT FOR PROFESSIONAL SERVICES

PART 1 - AGREEMENT

THIS AGREEMENT, entered into this 21st day of September 2022, by and between The City of Sikeston on behalf of Delta Area Economic Opportunity Corporation, State of Missouri (hereinafter called the City) acting herein by Greg Turnbow, hereunto duly authorized, and the Bootheel Regional Planning and Economic Development Commission, a non-profit corporation established under the laws of the State of Missouri, (hereinafter called the "Commission"), acting herein by Jim Grebing, Executive Director hereunto duly authorized:

WITNESSETH THAT:

WHEREAS, the City desires to consider an increased program of community improvements for its existing residents and to prepare for continuing growth within the City; and

WHEREAS, the City desires to engage the Commission to render certain technical assistance services for administration of the Community Development Block Grant:

NOW, THEREFORE, the parties do mutually agree as follows:

1. Scope of Services. The Commission shall, in a satisfactory and proper manner, perform the following services:

Administration of the Community Development Block Grant, Project # 2020-PF-CV01 to assist with construction of a homeless shelter in the City of Sikeston on behalf of Delta Area Economic Opportunity Corporation.

Services in each of the above work areas shall be performed under the direction of the Mayor of Sikeston, or his designated representative.

2. Time of Performance. The services of the Commission shall commence on September 21, 2022, and will be provided as required to adequately perform the Scope of this Agreement. Such services shall be such sequence as to assure their relevance to the purposes of this agreement. In any event, all of the services required and performed hereunder shall be for the duration of the project.
3. Access to information. It is agreed that all information, data, reports, records and maps as exist, available and necessary for the carrying out of the work outlined above, shall be furnished to the Commission by the City and its agencies.

No charge will be made to the Commission for such information, and the City and its agencies will cooperate with the Commission in every way possible to facilitate the performance of the work described in this Contract.
4. Compensation and Method of Payment. The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed **\$50,000.00** for all services required. The Commission shall submit invoices to the City for payment. The City will make payment to the Commission within 10 days after the receipts of each invoice.
5. Indemnification. The Commission shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the City and its agency members from and against them, and shall assume full responsibility for payments of Federal, State and Local taxes or contributions imposed or required under the social security, workman's compensation and income tax laws.

6. Prior Performance. The City hereby accepts any satisfactory performance pursuant to this Contract which may have occurred prior to the execution date of this Contract provided such performance meets with the approval of the Chairman. **Prior performance is hereby approved since October 20, 2021.**
7. Miscellaneous Provisions.
- a. This Agreement shall be construed under and in accordance with the laws of the State of Missouri and all obligations of the parties created hereunder are performable in accordance with these laws.
 - b. This agreement shall be binding upon and inure to the benefit of the parties hereto and there respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this agreement.
 - c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
 - d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.
 - e. This agreement may be amended by the mutual agreement of the parties hereto and a writing to be attached to and incorporated into this Agreement.
8. Terms and Conditions. This agreement is subject to the provisions titled "Terms and Conditions" attached hereto and incorporated by reference herein.

Authorized Employees

The Commission acknowledges that Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the state of Missouri. The Commission therefore covenants that it is not knowingly in violation of subsection 1 of Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully to work in the United States.

IN WITNESS HEREOF, the parties have hereunto set their hands and seals.

City of: Sikeston on Behalf of Delta Area
Economic Opportunity Commission

Bootheel Regional Planning Commission

By: _____

By: _____

Date: _____

Date: _____

Attest: _____

Attest: _____

CONTRACT FOR PROFESSIONAL SERVICES

PART II - TERMS AND CONDITIONS

1. Termination of Contract for Cause. Either party may cancel this agreement on 30 days notice to the other party in writing, by certified mail or personal delivery.

In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Commission under this Contract shall, at the option of the City, become its property and the Commission shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

2. Changes. The City may, from time to time, request changes in the Scope of the services of the Commission to be performed hereunder. Such changes, including any increase or decrease in the amount of the Commission's compensation, which are mutually agreed upon by and between the City and the Commission, shall be incorporated in written amendments to this Contract.

3. Personnel.

- a. The Commission represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City.
- b. All of the services required hereunder will be performed by the Commission or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local Law to perform such services.
- c. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

4. Assignability. The Commission shall not assign any interest on this contract, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the City thereto: Provided, however, that claims for money by the Commission from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

5. Reports and Information. The Commission, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

6. Records and Audits. The Commission shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds, both Federal and non-Federal shares. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the City.

7. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Commission under this Contract are confidential and the Commission agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

8. Copyright. No report, maps, or other documents produced in whole or in part under this Contract

shall be the subject of an application for copyright by or on behalf of the Commission.

9. Compliance with Local Laws. The Commission shall comply with all applicable laws, ordinances and codes of the State and Local Governments, and the Commission shall save the City harmless with respect to any damages arising from any sort done in performing any of the work embraced by this Contract.
10. Equal Employment Opportunity. During the performance of this Contract, the Commission agrees as follows:
 - a. The Commission will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion or sex. The Commission will take affirmative action to ensure that applicants are employed, 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 be 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 Commission 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 Commission will, in all solicitation or advertisements for employees placed by or on behalf of the Commission, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.
 - c. The Commission will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract 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 Commission 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 Commission 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 his 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 Commission'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 Commission 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 Commission will include the provisions of paragraphs (a) through (g) 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. The Commission 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 for noncompliance: Provided, however, that in the event the Commission 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 Commission may request the United States Government to enter into such litigation to protect the interests of the United States.

11. Civil Rights Act of 1964. - Under Title VI 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.
12. Section 109 of the Housing and Community Development Act of 1974.
 - (a) 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.
13. 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 following: 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 provisions 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.

14. 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 to compliance with all provisions of this Section.
15. 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.
16. 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 Contract; and the Commission shall take appropriate steps to assure compliance.
17. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, 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 Contract; and the Commission shall take appropriate steps to assure compliance.
18. Interest of Commission and Employees. The Commission covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Commission further covenants that in the performance of this Contract, no person having any such interest shall be employed.
19. Title VIII of the Civil Rights Act of 1968, as amended. Title VIII 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.
20. 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 owner 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.
21. 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.
22. 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 excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations.
23. 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 physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstration within its jurisdiction.

EXHIBIT A

SCOPE OF SERVICES

1. Grant Technical Assistance and Program Coordination Phase:

- 1.1 The BRP & EDC will attend the City Council meetings as requested to report on:
 - (a) Financial Status;
 - (b) Program Management Functions;
 - (c) Issues which a decision from the local body is needed.
- 1.2 The BRP & EDC shall establish and maintain program and project files according to CDBG regulations 570.907, which includes grant agreement, financial management, project monitoring, citizens participation, equal opportunity, environmental review record, audit, DED monitoring, project close-out, correspondence and project files.
- 1.3 The BRP & EDC will establish a cost control mechanism in accordance with OMB Circular A-102, (attachment C,E,G,H) and Federal Management Circular 74-4, (Principles for Determining Allowable Costs) for the City. Other reference to this function is the Small Cities CDBG Implementation Manual, pages 24-29.
- 1.4 The BRP & EDC will prepare and release all legal notices pertaining to administration as required for CDBG regulations 570.303 and 570.431.
- 1.5 The BRP & EDC will coordinate all functions of the CDBG program as noted and as established by HUD Regulations 1900.23 (Rev.), HUD-339-CPD, 570.433, Part 570, OMB Circular A-102, Federal Management Circular 74-4, CDBG Regulations 570.303, 570.907, 570-202. HUD Handbook 6500.3, 7375.1, 570.430, 570.423, and others as required.
- 1.6 The BRP & EDC will provide information for and monitor bid procedures, pre-construction conferences, and provide sample contract formats for the compliance with labor standards regulations, (6500.3).
- 1.7 The BRP & EDC will attend all monitoring sessions with DED personnel. As part of the BRP & EDC's usual service, the staff attends all workshops and training sessions DED sponsors.
- 1.8 The BRP & EDC will be available on a periodic basis to coordinate all phases of the project, and will perform other such tasks as requested by the City. The staff will prepare additional applications for federal or state assistance at the request of the City for housing economic development, park development, or other programs.



DAEOC

Delta Area Economic Opportunity Corporation

104 West Center Street, PO Box 1608, Sikeston, Missouri 63801
Phone (573)931-8400 Fax (573)931-8409 Toll Free (800)748-8320

August 27, 2022

Amy Werner
Senior Compliance Specialist
Community Development Block Grant
301 W. High St.
Jefferson City, MO 65101

Subject: Request for Procurement Wavier

Amy,

Please accept this letter as our official request for the issuance of a "Procurement Wavier" for the grant administrator for our homeless project. We sent the request to multiple sources but only received one response. That was from Bootheel Regional Planning.

As soon as we receive the "Procurement Wavier" we will enter into the agreement with Bootheel Regional Planning.

Thanks for all of you help and assistance.

Regards,

Joel Evans
President & CEO

Cc: Dan Lape Procurement Director

Council Letter

Date of Meeting: October 3, 2022

Originating Department: Finance

To the Mayor and City Council:

Subject: Approval of Contract with Bootheel Regional Planning and Economic Development Commission (BRPC) for Administration of CDBG Project 2021-G1-30

Attachments:

1. Contract for Professional Services
2. Procurement Waiver

Action Options:

1. Authorize Mayor's signature on contract with BRPC
2. Other action Council may deem appropriate

Background:

The City of Sikeston has been awarded a \$500,000 CDBG Grant for pavement improvements. The City has pledged an additional \$195,600 to the project, bringing the total to \$695,600.

Since the City has been a member of the BRPC for the past two (2) years, we were allowed to choose BRPC for grant administration without going through the RFP process. Staff selected the Bootheel Regional Planning Commission for grant administration.

The maximum amount of compensation and reimbursement to the BRPC for administration of the pavement improvement is thirty-three thousand dollars (\$33,000). These funds are included in the grant award. Staff requests the approval of the contract with the Bootheel Regional Planning and Economic Development Commission (BRPC) for Administration of Project CDBG 2021-G1-30.

CONTRACT FOR PROFESSIONAL SERVICES

PART 1 - AGREEMENT

THIS AGREEMENT, entered into this 21st day of September 2022, by and between The City of Sikeston, State of Missouri (hereinafter called the City) acting herein by Greg Turnbow hereunto duly authorized, and the Bootheel Regional Planning and Economic Development Commission, a non-profit corporation established under the laws of the State of Missouri, (hereinafter called the "Commission"), acting herein by Jim Grebing, Executive Director hereunto duly authorized:

WITNESSETH THAT:

WHEREAS, the City desires to consider an increased program of community improvements for its existing residents and to prepare for continuing growth within the City; and

WHEREAS, the City desires to engage the Commission to render certain technical assistance services for administration of the Community Development Block Grant:

NOW, THEREFORE, the parties do mutually agree as follows:

1. Scope of Services. The Commission shall, in a satisfactory and proper manner, perform the following services:

Administration of the Community Development Block Grant, Project # 2021-GI-30 to assist with street improvements in the City of Sikeston, Missouri.

Services in each of the above work areas shall be performed under the direction of the Mayor of Sikeston, or his designated representative.

2. Time of Performance. The services of the Commission shall commence on September 21, 2022 and will be provided as required to adequately perform the Scope of this Agreement. Such services shall be such sequence as to assure their relevance to the purposes of this agreement. In any event, all of the services required and performed hereunder shall be for the duration of the project.
3. Access to information. It is agreed that all information, data, reports, records and maps as exist, available and necessary for the carrying out of the work outlined above, shall be furnished to the Commission by the City and its agencies.

No charge will be made to the Commission for such information, and the City and its agencies will cooperate with the Commission in every way possible to facilitate the performance of the work described in this Contract.
4. Compensation and Method of Payment. The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed **\$33,600.00** for all services required. The Commission shall submit invoices to the City for payment. The City will make payment to the Commission within 10 days after the receipts of each invoice.
5. Indemnification. The Commission shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the City and its agency members from and against them, and shall assume full responsibility for payments of Federal, State and Local taxes or contributions imposed or required under the social security, workman's compensation and income tax laws.
6. Prior Performance. The City hereby accepts any satisfactory performance pursuant to this

Contract which may have occurred prior to the execution date of this Contract provided such performance meets with the approval of the Chairman. **Prior performance is hereby approved since July 29, 2022.**

7. Miscellaneous Provisions.

- a. This Agreement shall be construed under and in accordance with the laws of the State of Missouri and all obligations of the parties created hereunder are performable in accordance with these laws.
- b. This agreement shall be binding upon and inure to the benefit of the parties hereto and there respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this agreement.
- c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.
- e. This agreement may be amended by the mutual agreement of the parties hereto and a writing to be attached to and incorporated into this Agreement.

8. Terms and Conditions. This agreement is subject to the provisions titled "Terms and Conditions" attached hereto and incorporated by reference herein.

Authorized Employees

The Commission acknowledges that Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the state of Missouri. The Commission therefore covenants that it is not knowingly in violation of subsection 1 of Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully to work in the United States.

IN WITNESS HEREOF, the parties have hereunto set their hands and seals.

City of: Sikeston

Bootheel Regional Planning Commission

By: _____

By: _____

Date: _____

Date: _____

Attest: _____

Attest: _____

CONTRACT FOR PROFESSIONAL SERVICES

PART II - TERMS AND CONDITIONS

1. Termination of Contract for Cause. Either party may cancel this agreement on 30 days notice to the other party in writing, by certified mail or personal delivery.

In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Commission under this Contract shall, at the option of the City, become its property and the Commission shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

2. Changes. The City may, from time to time, request changes in the Scope of the services of the Commission to be performed hereunder. Such changes, including any increase or decrease in the amount of the Commission's compensation, which are mutually agreed upon by and between the City and the Commission, shall be incorporated in written amendments to this Contract.
3. Personnel.
 - a. The Commission represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City.
 - b. All of the services required hereunder will be performed by the Commission or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local Law to perform such services.
 - c. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.
4. Assignability. The Commission shall not assign any interest on this contract, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the City thereto: Provided, however, that claims for money by the Commission from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.
5. Reports and Information. The Commission, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
6. Records and Audits. The Commission shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds, both Federal and non-Federal shares. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the City.
7. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Commission under this Contract are confidential and the Commission agrees that they shall not be made available to any individual or organization without the prior written approval of the City.
8. Copyright. No report, maps, or other documents produced in whole or in part under this Contract

shall be the subject of an application for copyright by or on behalf of the Commission.

9. Compliance with Local Laws. The Commission shall comply with all applicable laws, ordinances and codes of the State and Local Governments, and the Commission shall save the City harmless with respect to any damages arising from any sort done in performing any of the work embraced by this Contract.
10. Equal Employment Opportunity. During the performance of this Contract, the Commission agrees as follows:
 - a. The Commission will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion or sex. The Commission will take affirmative action to ensure that applicants are employed, 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 be 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 Commission 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 Commission will, in all solicitation or advertisements for employees placed by or on behalf of the Commission, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.
 - c. The Commission will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract 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 Commission 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 Commission 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 his 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 Commission'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 Commission 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 Commission will include the provisions of paragraphs (a) through (g) 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. The Commission 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 for noncompliance: Provided, however, that in the event the Commission 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 Commission may request the United States Government to enter into such litigation to protect the interests of the United States.

11. Civil Rights Act of 1964. - Under Title VI 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.
12. Section 109 of the Housing and Community Development Act of 1974.
 - (a) 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.
13. 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 following: 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 provisions 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.

14. 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 to compliance with all provisions of this Section.
15. 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.
16. 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 Contract; and the Commission shall take appropriate steps to assure compliance.
17. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, 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 Contract; and the Commission shall take appropriate steps to assure compliance.
18. Interest of Commission and Employees. The Commission covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Commission further covenants that in the performance of this Contract, no person having any such interest shall be employed.
19. Title VIII of the Civil Rights Act of 1968, as amended. Title VIII 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 lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the Federal Government.
20. 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 owner 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.
21. 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.
22. 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 excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations.
23. 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 physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstration within its jurisdiction.

EXHIBIT A

SCOPE OF SERVICES

1. Grant Technical Assistance and Program Coordination Phase:

- 1.1 The BRP & EDC will attend the City Council meetings as requested to report on:
 - (a) Financial Status;
 - (b) Program Management Functions;
 - (c) Issues which a decision from the local body is needed.
- 1.2 The BRP & EDC shall establish and maintain program and project files according to CDBG regulations 570.907, which includes grant agreement, financial management, project monitoring, citizens participation, equal opportunity, environmental review record, audit, DED monitoring, project close-out, correspondence and project files.
- 1.3 The BRP & EDC will establish a cost control mechanism in accordance with OMB Circular A-102, (attachment C,E,G,H) and Federal Management Circular 74-4, (Principles for Determining Allowable Costs) for the City. Other reference to this function is the Small Cities CDBG Implementation Manual, pages 24-29.
- 1.4 The BRP & EDC will prepare and release all legal notices pertaining to administration as required for CDBG regulations 570.303 and 570.431.
- 1.5 The BRP & EDC will coordinate all functions of the CDBG program as noted and as established by HUD Regulations 1900.23 (Rev.), HUD-339-CPD, 570.433, Part 570, OMB Circular A-102, Federal Management Circular 74-4, CDBG Regulations 570.303, 570.907, 570-202. HUD Handbook 6500.3, 7375.1, 570.430, 570.423, and others as required.
- 1.6 The BRP & EDC will provide information for and monitor bid procedures, pre-construction conferences, and provide sample contract formats for the compliance with labor standards regulations, (6500.3).
- 1.7 The BRP & EDC will attend all monitoring sessions with DED personnel. As part of the BRP & EDC's usual service, the staff attends all workshops and training sessions DED sponsors.
- 1.8 The BRP & EDC will be available on a periodic basis to coordinate all phases of the project, and will perform other such tasks as requested by the City. The staff will prepare additional applications for federal or state assistance at the request of the City for housing economic development, park development, or other programs.

Council Letter

Date of Meeting 22-10-03

Originating Department: Public Works

To the Mayor and City Council:

Subject: Authorization of Engineering Services Contract with Lambert Engineering for CDBG Streets Project

Action Options:

1. Authorize Jay Lancaster (Director of Public Works) to execute agreement for design and construction inspection services with Lambert Engineering;
2. Other action the City Council deems appropriate.

Attachments:

1. Contract for Engineering Services

Background:

The City of Sikeston was awarded a CDBG project for additional street repairs. To begin this project, we need to authorize contracts for the administration and engineering of the project. Karen Bailey is addressing the grant administration contract in a separate agenda item. This item is for the approval of the engineering contract with Lambert Engineering. Lambert Engineering was already selected by the council with the assistance of the professional services committee months prior. This is just the official contract execution now that the City has been successful in receiving the grant. Your authorization will allow design work to begin.

CONTRACT FOR ENGINEERING AND TECHNICAL SERVICES

This Agreement entered into this 3rd day of October, 2022 by and between
Lambert Engineering & Surveying, LLC located at 125 North New Madrid; Sikeston, Mo, hereinafter referred to as "Engineer" and
the (City/County) of Sikeston, Missouri, hereinafter referred to as "City/County" for
furnishing engineering and technical services.

The services will be for the design of street improvements for Hardin, Matthews, Kathleen, South Prairie, South Frisco,
Kendall, West Gladys, William, Daniel and Dover Streets

I. SCOPE OF SERVICES

In connection with the above, Engineer will perform the following services:

A. Topographic and Design Surveys

1. Engineer will obtain the topographic and design surveys necessary for the preparation of contract plans for the proposed improvements. Such surveys will include, but not necessarily be limited to:

- a. conduct topographic, property and utility surveys sufficient to develop plans for the project.

- b. develop preliminary plans and cost estimates.

c.

d.

B. Geotechnical Services

Engineer will obtain all necessary subsurface investigations, tests, reports, and perform related surveys.

C. Contract Plans and Cost Estimate

1. Engineer will prepare complete and detailed final contract plans for the proposed improvements as previously described. The plans will include, but not be limited to, the following:

- a. detailed construction plans of all streets, including any construction details or miscellaneous street details for bidding purposes.

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- b. detailed engineering technical specification booklet with construction contract documents for bidding purposes.
-
-

- c.
-
-
-

2. Engineer will assist the City/County in obtaining the approval of final agreements with the utility companies and other such public agencies as may be necessary.
3. Engineer will prepare a complete set of front end documents and technical specifications for the construction package.
4. Engineer will provide quantities and a detailed estimate of cost for the work.
5. Engineer will prepare the notice to contractors for bidding purposes, notify Dodge Reports of the progress of the project, send written notices to a number of contractors qualified to bid on the work, and send written notices to various minority organizations and minority contractors.

D. Easement Deeds

Engineer will prepare easement deeds, ready for signature, for all properties from which easements will be required for construction.

E. Construction Services

1. Engineer will assist the City/County in advertising for bids, attend the bid opening, prepare bid tabulations, and assist in analyzing bids and making recommendation with respect to the selection of a qualified contractor for the construction of the work.
2. Engineer will prepare and forward 3 signature sets of Contract Documents to the contractor selected by City/County.
3. Engineer will be available for general consultation and interpretation of the plans and specifications during construction.
4. Engineer will visit the site a maximum of 20 times and observe the progress of construction at intervals during construction of the project. Such observation is not to be construed as supervision of construction, but is a review of the work for general conformance with contract plans.
5. Engineer will review all shop and working drawings.
6. Engineer will participate in the final inspection (included in the visits mentioned in E-4).

II. TO BE PROVIDED BY THE CITY/COUNTY

- A. All available pertinent information that it may have in its possession or to which it may have access.
- B. A representative to whom Engineer will report and from whom Engineer shall receive instruction and authorization.
- C. Right of access to all properties as required during the execution of the work.
- D. All necessary resident engineering services.
- E. Services of an independent testing laboratory to perform all materials testing necessary for control of the project during the construction phase.
- F. Title work necessary for easement or property acquisition.

III. TO BE PROVIDED BY ENGINEER

- A. The services of all professional and technical personnel required for the performance of the services described under Scope of Work.
- B. Up to 5 copies of the construction plans and specifications for the project.

IV. TIME OF PERFORMANCE

- A. The services of Engineer are to commence upon the signing of the contract, and the final contract plans and documents will be available, ready for advertising for bids, within 90 days after receipt of notice to proceed.
- B. Construction services shall be provided at such time as may be required.

V. COMPENSATION

- A. The City/County will compensate Engineer for the work specified above as follows:
 - 1. For all work and services described in the Scope of Services, except B, Geotechnical Services, the lump sum fee shall be \$41,300 (Design) & \$31,000 (Inspec.) (\$72,300.00).
 - 2. For all work and services included in B, Geotechnical Services, the fee shall be the direct cost of the subcontract services furnished by a geotechnical consultant. The scope and cost of said services would be reviewed and approved by the City/County prior to any authorization to proceed.
 - 3. This cost shall constitute complete compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the tasks as set forth in the Scope of Work.

VI. METHOD OF PAYMENT

Payment to Engineer for services under Scope of Work will be made monthly based on the percentage of work completed during the preceding month and will, in every case, be supported by a suitable invoice.

VII. SPECIAL CONDITIONS

This contract is subject to and incorporates the provisions attached hereto as Exhibit A, the Regulations of the Department of Housing and Urban Development relative to Contracts for Community Development, Part II, General Terms and Conditions.

VIII. ACCEPTANCE

If this contract meets with your approval, please indicate your acceptance by signing this proposal and returning one signed copy.

Submitted by:

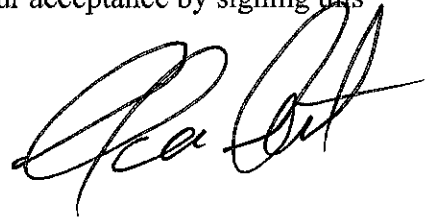
Engineer Name



Chris W. Lambert, PE; Lambert Engineering - Owner

Name and title

Attest:



NORMAN LAMBERT, CONSULTANT

Name and Title

City/County

Attest:

Jay S. Lancaster, PE; Director of Public Works

Name and title

Name and Title

CONTRACT FOR ENGINEERING SERVICES TERMS AND CONDITIONS

1. Termination of Contract for Cause. If, through any cause, the Engineer shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Engineer shall violate any of the covenants, agreements, or stipulations of this Contract, the Owner shall thereupon have the right to terminate this Contract by giving written notice to the Engineer of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Engineer under this Contract shall, at the option of the Owner, become its property and the Engineer shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Engineer shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the Contract by the Engineer, and the Owner may withhold any payments to the Engineer for the purpose of set-off until such time as the exact amount of damages due the Owner from the Engineer is determined.
2. Termination for Convenience of the Owner. The Owner may terminate this Contract at any time by giving at least ten (10) days notice in writing to the Engineer. If the Contract is terminated by the Owner as provided herein, the Engineer will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Engineer, Paragraph 1 hereof relative to termination shall apply.
3. Changes. The Owner may, from time to time, request changes in the scope of the services of the Engineer to be performed hereunder. Such changes, including any increase or decrease in the amount of the Engineer's compensation, which are mutually agreed upon by and between the Owner and the Engineer, shall be incorporated in written amendments to this Contract.
4. Personnel.
 - a. The Engineer represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner.
 - b. All of the services required hereunder will be performed by the Engineer or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
 - c. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the Owner. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.
5. Assignability. The Engineer shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the Owner thereto. Provided, however, that the claims for money by the Engineer from the Owner under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Owner.
6. Reports and Information. The Engineer, at such times and in such forms as the Owner may require, shall furnish the Owner such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

7. Records and Audits. The Engineer shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the Owner to assure proper accounting for all project funds, both Federal and non-Federal shares. These records will be made available for audit purposes to the Owner or any authorized representative, and will be retained for five years after the expiration of this Contract unless permission to destroy them is granted by the Owner.
8. Findings Confidential. All of the reports, information, data, etc. prepared or assembled by the Engineer under this Contract are confidential and the Engineer agrees that they shall not be made available to any individual or organization without the prior written approval of the Owner.
9. Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Engineer.
10. Compliance with Local Laws. The Engineer shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Engineer shall save the Owner harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.
11. Equal Employment Opportunity. During the performance of this Contract, the Engineer agrees as follows:
 - a. The Engineer will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. The Engineer will take affirmative action to ensure that applicants are employed, 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 be limited to, 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 Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Owner setting forth the provisions of this non-discrimination clause.
 - b. The Engineer will, in all solicitation or advertisements for employees placed by or on behalf of the Engineer, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.
 - c. The Engineer will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that 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 Engineer 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 Engineer 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 his books, records, and accounts by the Owner and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - f. In the event of the Engineer's noncompliance with the non-discrimination 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 Engineer 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 Engineer will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Engineer will take such action with respect to any subcontract or purchase order as the Owner may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Engineer becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Owner, the Engineer 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 VI 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(a) of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, religion, 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 the Rehabilitation Act of 1973, as amended, provides for the nondiscrimination in contractor employment. All recipients of Federal funds must certify to the following through all contracts issued.

Affirmative Action for Handicapped Workers

- a. The Engineer 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 Engineer 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 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 Engineer 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 Engineer'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 Engineer 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 contractor'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 the applicants and employees.

- e. The Engineer will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by 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 Engineer 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 provisions will be binding upon each subcontractor or vendor. The Engineer will take such action with respect to any subcontractor or purchase order as the Director 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 an otherwise qualified individual solely on the basis of his handicap in benefiting from any program or activity receiving Federal financial assistance. All recipients must certify to 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 benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.
17. Authorized Employees. Consultant acknowledges that Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Consultant therefore covenants that is not knowingly in violation of subsection 1 or Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully to work in the United States.
18. 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 Contract, and the Engineer shall take appropriate steps to assure compliance.
19. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, 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 Contract, and the Engineer shall take appropriate steps to assure compliance.
20. Interest of Engineer and Employees. The Engineer covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Engineer further covenants that in the performance of this Contract, no person having any such interest shall be employed.