



City of Sikeston

TENTATIVE AGENDA

SIKESTON CITY COUNCIL MEETING  
DED CONFERENCE ROOM, SIKESTON CITY HALL

Monday, January 5, 2015  
4:00 P.M.

- I. CALL TO ORDER
- II. RECORD OF ATTENDANCE
- III. EXECUTIVE SESSION:  
Personnel (RSMo 6.10.021(3))
- IV. ADJOURNMENT

Dated this 30th day of December 2014

Carroll Couch, City Clerk

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





City of Sikeston

REGULAR CITY COUNCIL MEETING  
SIKESTON CITY HALL  
5 PM, Monday, January 5, 2015

- I. CALL TO ORDER
- II. RECORD OF ATTENDANCE
- III. OPENING PRAYER
- IV. PLEDGE OF ALLEGIANCE
- V. APPROVAL OF CITY COUNCIL MINUTES
  - A. Special City Council Minutes November 20, 2014
  - B. Special City Council Minutes November 24, 2014
  - C. Regular City Council Minutes December 01, 2014
  - D. Council Study Session Minutes December 18, 2014
- VI. ACCEPTANCE OF BOARD AND COMMISSION MINUTES
  - A. Enhanced Enterprise Zone September 10, 2013
  - B. Department of Economic Development November 18, 2014
  - C. Housing Authority November 10, 2014
  - D. Library Board November 03, 2014
  - E. Planning & Zoning July 16, 2014
  - F. TIF Commission October 1, 2014
  - G. TIF Commission October 29, 2014
  - H. TIF Commission November 18, 2014
- VII. PRESENTATIONS

Employee of the Quarter
- VIII. ITEMS OF BUSINESS
  - A. Second Reading and Consideration of Bill 5973, Consideration and Adoption of the 60 West TIF Plan and Project
  - B. Award of 911, DPS Records Management System & Computer Aided Dispatch System Purchase
  - C. Other Items As May Be Determined During the Course of the Meeting
- IX. ADJOURNMENT

Dated this 30<sup>th</sup> day of December 2014

  
Carroll Couch, City Clerk

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



**SPECIAL CITY COUNCIL MEETING**  
**NOVEMBER 20, 2014**

**CALL TO ORDER/RECORD OF ATTENDANCE**

The special Sikeston City Council study session of November 20, 2014 was called to order at 7:00 a.m., in the City Council Chambers, located at 105 East Center, Sikeston. Present at the meeting were: Mayor Jerry Pullen and Councilmen Steven Burch, Bob Depro, Jon Gilmore, John Graham, and Kathy Teachout. Councilman Maude Harris was absent. Staff in attendance were: City Manager Jonathan Douglass, City Counselor Chuck Leible, City Clerk Carroll Couch, City Treasurer Karen Bailey, Governmental Services Director Linda Lowes, and Public Works Director Jay Lancaster.

**ITEMS OF BUSINESS**

Discussion on FY16-FY21 Capital Improvement Program

City Manager Douglass reviewed the 5-Year Capital Improvement Plan for fiscal years 2016-2021. He briefed council on the process undertaken for the creation of this plan. Each department submitted detailed requests identifying each project/purchase, a narrative as to why the purchase is needed, and estimate of the project's annual operating cost and maintenance expense, and the department's proposed method of funding the acquisition.

Council discussed various capital improvement needs and possible funding options.

**ADJOURNMENT**

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

Burch Aye, Depro Aye, Gilmore Aye, Graham Aye,  
Teachout Aye, and Pullen Aye, thereby being passed.

APPROVED:

\_\_\_\_\_  
JERRY PULLEN, MAYOR

ATTEST:

\_\_\_\_\_  
CARROLL L. COUCH, CITY CLERK

SEAL:

**SPECIAL CITY COUNCIL MEETING**  
**NOVEMBER 24, 2014**

**CALL TO ORDER/RECORD OF ATTENDANCE**

The special Sikeston City Council meeting of November 24, 2014 was called to order at 11:30 a.m., in the City Council Chambers, located at 105 East Center, Sikeston. Present at the meeting were: Mayor Pro Tem Steven Burch and Councilmen Bob Depro, Jon Gilmore, John Graham, Maude Harris, and Kathy Teachout. Mayor Jerry Pullen was absent. Staff in attendance were: City Manager Jonathan Douglass, City Counselor Chuck Leible, City Clerk Carroll Couch, City Treasurer Karen Bailey, Governmental Services Director Linda Lowes, Public Works Director Jay Lancaster, Economic Development Director Ed Dust, Street Superintendent Brian Dial, Director of Public Safety Drew Juden, Senior Building Official Collin Cecil, and Parks Director Jiggs Moore.

**ITEMS OF BUSINESS**

**Presentation by New Madrid County Mayors Association**

New Madrid Mayor Donnie Brown, representing the New Madrid Mayor's Association, made a brief presentation to Council. In his remarks he shared the purpose of the group, and invited the Council and City Manager to attend their December 11 meeting.

**Bill Number 5972, Calling for the 2015 General Election**

Councilman Depro moved for the first reading of Bill Number 5972. The motion was seconded by Councilman Gilmore and the following vote recorded:

Burch Aye, Depro Aye, Gilmore Aye, Graham Aye, Harris Aye, and  
Teachout Aye, thereby being passed.

Counselor Leible presented Bill Number 5972 for a first reading, this bill as approved shall become Ordinance Number 5972, calling for a general election in the City of Sikeston, Missouri, on Tuesday, April 7, 2015, for the purpose of electing a candidate for the position of Councilman-Ward 2, Councilman – Ward 3 and Mayor.

**Briefing, DPS CAD/Records Management Software Purchase**

Director Juden briefed the Council on the status of the software purchase for the City's 911 Computer-Aided Dispatch Center and providing records management software. Six vendors submitted proposals and staff anticipates a recommendation by the end of the calendar year.

**Award of Bid 15-16, Snowplow**

Street Superintendent Brian Dial reviewed two bids received for a snowplow to fit the front end loader. Councilman Graham moved to award Bid Number 15-16 to Roland Machinery for the lowest and best bid, in the amount of \$15,350. The motion was seconded by Councilman Gilmore and the following roll call vote recorded:

Burch Aye, Depro Aye, Gilmore Aye, Graham Aye, Harris Aye, and  
Teachout Aye, thereby being passed..



Award of Employee Ancillary Benefits

City Treasurer Bailey reported bids had been received by Mitchell Insurance to provide life, dental and vision insurance to city employees. The City will pay 100% of the life insurance, discontinuing the Kansas City Life and Anthem Life policies. The dental and vision plans will be voluntary.

Councilman Gilmore moved to authorize employee enrollment in ancillary benefits offered by Assurant Benefits. The motion was seconded by Councilman Depro and the following vote recorded:

Burch Aye, Depro Aye, Gilmore Aye, Graham Aye, Harris Aye, and Teachout Aye, thereby being passed.

Employee Health Insurance Renewal

The City of Sikeston's Employee Health Insurance Plan is with HealthScope Benefits. They have submitted a 27.77% increase for 2015. The impact to the City for FY2015 will be an additional \$320,000. City Treasurer Bailey requested renewal of the existing health care plan.

Councilman Gilmore moved to approve the renewal of the City's employee health insurance plan for 2015, including a 27.77% increase in premium. The motion was seconded by Councilman Depro and the following roll call vote recorded:

Burch Aye, Depro Aye, Gilmore Aye, Graham Aye, Harris Aye, and Teachout Aye, thereby being passed.

Discussion of Greenbrier Ditch

Josh Bill, representing the Huff Family, presented his thoughts on the Greenbrier Ditch Project and the need for future stormwater management projects. No action was taken by the City Council.

Other Items

Director Juden reported the Department of Public Safety had surplus 9 vehicles last year. In October they solicited bids for police vehicles from local vendors and no responses were received. The State bid for a Chevrolet Tahoe, police package, 2 wheel-drive is \$29,555. Director Juden requested permission to purchase two vehicles off of the State contract.

Councilman Depro moved to authorize the purchase of the two Chevrolet Tahoe vehicles off of State bid. The motion was seconded by Councilman Graham and the following vote recorded:

Burch Aye, Depro Aye, Gilmore Aye, Graham Aye, Harris Aye, and Teachout Aye, thereby being passed.

ADJOURNMENT INTO EXECUTIVE SESSION

Councilman Gilmore moved to adjourn into executive session for the discussion of litigation [RSMO 610.021 (1)]. The motion was seconded by Councilman Harris and the following roll call vote recorded:

Burch Aye, Depro Aye, Gilmore Aye, Graham Aye, Harris Aye, and Teachout Aye, thereby being passed.

No action was taken in executive session.

**ADJOURNMENT OUT OF EXECUTIVE SESSION**

Councilman Depro moved to adjourn from executive session. The motion was seconded by Councilman Graham and the following roll call vote recorded:

Burch Aye, Depro Aye, Gilmore Aye, Graham Aye, Harris Aye, and Teachout Aye, thereby being passed.

**ADJOURNMENT**

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

Burch Aye, Depro Aye, Gilmore Aye, Graham Aye, Harris Aye, and Teachout Aye, thereby being passed.

APPROVED:

\_\_\_\_\_  
JERRY PULLEN, MAYOR

ATTEST:

\_\_\_\_\_  
CARROLL L. COUCH, CITY CLERK

SEAL:

**REGULAR CITY COUNCIL MEETING**  
**DECEMBER 1, 2014**

The regular Sikeston City Council meeting of December 1, 2014 was called to order at 5:00 p.m. in the City Council Chambers, located at 105 East Center, Sikeston. Present at the meeting were: Mayor Jerry Pullen and Councilmen Steven Burch, Bob Depro, Jon Gilmore, John Graham, Maude Harris, and Kathy Teachout. Staff in attendance were: City Manager Jonathan Douglass, City Counselor Chuck Leible, City Clerk Carroll Couch, City Treasurer Karen Bailey, Governmental Services Director Linda Lowes, Economic Development Director Ed Dust, Public Works Director Jay Lancaster, Senior Building Official Collin Cecil, Parks Director Jiggs Moore, and Public Safety Captain James McMillen.

**APPROVAL OF CITY COUNCIL MINUTES**

City Council minutes of November 3, 2014 were presented for approval. Councilman Depro moved to approve the minutes as presented. Councilman Graham seconded the motion and the following roll call vote was recorded:

Burch Aye, Depro Aye, Gilmore Aye, Graham Aye, Harris Aye,  
Teachout Aye, and Pullen Aye, thereby being passed.

**ACCEPTANCE OF BOARD AND COMMISSION MINUTES**

Councilman Gilmore moved to approve the minutes as presented. The motion was seconded by Councilman Graham and voted as follows:

Burch Aye, Depro Aye, Gilmore Aye, Graham Aye, Harris Aye,  
Teachout Aye, and Pullen Aye, thereby being passed.

**PRESENTATIONS**

Employees of the Year awards were presented to Matt Holifield of the Department of Public Works and Jimmy Harrell of the Department of Public Safety. Kathy Medley was honored as the Governmental Services Employee of the Year and Darren Martin of the Department of Public Works was awarded Supervisor of the Year.

**ITEMS OF BUSINESS**

**Bill Number 5971, Amending the City's Comprehensive Plan**

Councilman Depro moved for the first reading of Bill Number 5971. The motion was seconded by Councilman Burch and the following vote recorded:

Burch Aye, Depro Aye, Gilmore Aye, Graham Aye, Harris Aye,  
Teachout Aye, and Pullen Aye, thereby being passed.

Counselor Leible presented the bill for reading. This emergency bill as approved shall become Ordinance Number 5971 amending a certain tract of land of the future land use map of the Sikeston Comprehensive Plan for Development (1974) from Residential to Commercial and/or industrial use.

Councilman Burch moved for the second reading of Bill Number 5971. The motion was seconded by Councilman Teachout and the following vote recorded:

Burch Aye, Depro Aye, Gilmore Aye, Graham Aye, Harris Aye,  
Teachout Aye, and Pullen Aye, thereby being passed.

Counselor Leible presented the bill for a second reading.

BILL NUMBER 5971

ORDINANCE NUMBER 5971

THIS EMERGENCY BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 5971 AMENDING A CERTAIN TRACT OF LAND OF THE FUTURE LAND USE MAP OF THE SIKESTON COMPREHENSIVE PLAN FOR DEVELOPMENT (1974) FROM RESIDENTIAL TO COMMERCIAL AND/OR INDUSTRIAL USE.

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 & Zoning Commission met on December 1, 2014 and voted to recommend to the City Council an amendment of the future land use map of the Sikeston Comprehensive Plan for Development (1974).

SECTION III: The City Council finds that amending a certain tract of land of the future land use map of the Sikeston Comprehensive Plan for Development (1974) would be consistent with the actual development of the City and in the best interest of its citizens.

SECTION IV: The Future Land Use Map of the Sikeston Comprehensive Plan for Development (1974) is hereby amended from Residential Use to Commercial and/or Industrial Use as to the real estate described on Exhibit "A" which is attached hereto and incorporated by reference.

SECTION V: This bill is presented as an emergency measure in order to accommodate the timetable for the creation of a possible Tax Increment Financing District.

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

SECTION VIII: Record of Passage:

A. Bill Number 5971 was introduced and read the first time this 1st day of December, 2014.

B. Bill Number 5971 was read the second time and discussed on this 1st day of December, 2014. Councilman Burch moved to approve Bill Number 5971. The motion was seconded by Councilman Depro and the following roll call vote recorded:



Burch Aye, Depro Aye, Gilmore Aye, Graham Aye, Harris Aye,  
Teachout Aye, and Pullen Aye, thereby being passed,  
and becoming Ordinance 5971.

C. Ordinance 5971 shall be in full force and effect upon its passage.

Bill 5972 Calling for 2015 General Election

Councilman Depro moved for the second reading of Bill Number 5972. The motion was seconded by Councilman Gilmore and the following vote recorded:

Burch Aye, Depro Aye, Gilmore Aye, Graham Aye, Harris Aye,  
Teachout Aye, and Pullen Aye, thereby being passed.

Counselor Leible presented the bill for reading.

Bill Number 5972

Ordinance Number 5972

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 5972, CALLING FOR A GENERAL ELECTION IN THE CITY OF SIKESTON, MISSOURI, ON TUESDAY, APRIL 7, 2015, FOR THE PURPOSE OF ELECTING A CANDIDATE FOR THE POSITION OF COUNCILMAN-WARD 2, COUNCILMAN-WARD 3 AND MAYOR.

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

SECTION I: This ordinance shall not be codified.

SECTION II: That in accordance with the Missouri Comprehensive Election Laws of the State of Missouri, applicable Missouri Revised Statutes of the State of Missouri and the ordinances of the City of Sikeston, Missouri, a General Election shall be held and the same is hereby ordered to be held on Tuesday, April 7, 2015.

SECTION III: That the polls be open for said election continuously from six o' clock in the forenoon until seven o'clock in the afternoon of that day, April 7, 2015.

SECTION IV: That said election be held in the City of Sikeston, Missouri, in the polling places and precincts designated by the County Clerk.

SECTION V: That said election is hereby called for the purpose of electing one (1) candidate for the office of Councilman-Ward 2, Councilman-Ward 3 and Mayor, pursuant to the City Charter adopted April 02, 2002.

SECTION VI: That the Judges and Clerks of said election shall be those appointed by the County Clerk.

SECTION VII: That the City Clerk shall cause notice, poll books, ballots, and all other matters necessary to the election to be requested from the County Clerk's office as required by law.

SECTION VIII: That the City Clerk of the City of Sikeston, Missouri, be and he is hereby authorized and directed to notify the County Clerk of Scott County, Missouri, of the adoption of this ordinance no later than January 27, 2015, and to include in said notification all the terms

and provisions required by the Comprehensive Election Act of 1986, as amended, and the above cited Statutes and ordinances.

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

SECTION X: 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 XI: Record of Passage.

- A. Bill Number 5972 was introduced to Council and read the first time this 24<sup>th</sup> day of November, 2014.
- B. Bill Number 5972 was read the second time and discussed. Councilman Gilmore moved to approve Bill Number 5972. The motion was seconded by Councilman Teachout and voted upon this 1<sup>st</sup> day of December, 2014, as follows:

Burch Aye, Depro Aye, Gilmore Aye, Graham Aye, Harris Aye,  
Teachout Aye, and Pullen Aye, thereby being passed,  
becoming Ordinance 5972.

- C. Ordinance 5972 shall be in full force and effect from and after December 31, 2014.

Bid #15-17, Repair of Clinton Building Ceiling

Parks Director Jiggs Moore reviewed repairs needed to the ceiling of the Clinton Building. Only one bid was received and it is less than the \$12,000 budgeted. Councilman Depro moved to award Bid #15-17 to Duncan Painting and Drywall for \$10,673. The motion was seconded by Councilman Gilmore and the following roll call vote recorded:

Burch Aye, Depro Aye, Gilmore Aye, Graham Aye, Harris Aye,  
Teachout Aye, and Pullen Aye, thereby being passed.

ADJOURNMENT INTO EXECUTIVE SESSION

Councilman Burch moved to adjourn into executive session for the discussion of personnel [RSMO 610.021 (3)]. The motion was seconded by Councilman Teachout and the following roll call vote recorded:

Burch Aye, Depro Aye, Gilmore Aye, Harris Aye,  
Teachout Aye, and Pullen Aye, thereby being passed.

Present at the meeting were: Mayor Jerry Pullen and Councilmen Steven Burch, Bob Depro, Jon Gilmore, John Graham, Maude Harris, and Kathy Teachout. Staff in attendance were: City Manager Jonathan Douglass, City Counselor Chuck Leible, City Clerk Carroll Couch, City Treasurer Karen Bailey, Governmental Services Director Linda Lowes Public Works Director Jay Lancaster, and Public Safety Captain James McMillen.

Councilman Graham moved for a one year contract renewal with Municipal Judge Frank Marshall. The motion was seconded by Councilman Burch, discussed and voted as follows:

Burch Aye, Depro Aye, Gilmore Nay, Graham Aye, Harris Nay,  
Teachout Nay, and Pullen Nay, thereby failing.

Councilman Depro moved to renew the existing contract with Municipal Judge Frank Marshall for a period of three years. The motion was seconded by Councilman Burch and the following roll call vote recorded:

Burch Aye, Depro Aye, Gilmore Aye, Harris Aye,  
Teachout Aye, and Pullen Aye, thereby being passed.

No further action was taken in executive session.

#### **ADJOURNMENT OUT OF EXECUTIVE SESSION**

Councilman Graham moved to adjourn from executive session. The motion was seconded by Councilman Burch and the following roll call vote recorded:

Burch Aye, Depro Aye, Gilmore Aye, Harris Aye,  
Teachout Aye, and Pullen Aye, thereby being passed.

#### **ADJOURNMENT**

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

Burch Aye, Depro Aye, Gilmore Aye, Harris Aye,  
Teachout Aye, and Pullen Aye, thereby being passed.

APPROVED:

---

JERRY PULLEN, MAYOR

ATTEST:

---

CARROLL L. COUCH, CITY CLERK

SEAL:



**CITY COUNCIL STUDY SESSION**  
**DECEMBER 18, 2014**

**CALL TO ORDER/RECORD OF ATTENDANCE**

The special Sikeston City Council meeting of December 18, 2014 was called to order at 7:00 a.m., in the City Council Chambers, located at 105 East Center, Sikeston. Present at the meeting were: Mayor Jerry Pullen and Councilmen Steven Burch, Bob Depro, Jon Gilmore, John Graham, and Maude Harris. Councilman Kathy Teachout was absent. Staff in attendance were: City Manager Jonathan Douglass, City Counselor Chuck Leible, City Clerk Carroll Couch, City Treasurer Karen Bailey, Governmental Services Director Linda Lowes, Public Works Director Jay Lancaster, Public Works Director Jay Lancaster, Public Safety Director Drew Juden, Street Superintendent Brian Dial, and Parks Director Jiggs Moore.

**ITEMS OF BUSINESS**

**Discussion of Current and Future Employee Health Care Benefits**

City Treasurer Bailey provided historical data regarding employee health insurance costs. Information was also presented on the types of health insurance plans available to the City and the impact of various benefit manipulations. Deke Lape of Mitchell Insurance shared information regarding other business and how they had been successful in wellness management. It was agreed that all options would be reviewed at renewal. An update on information will be provided to the City Council in late summer or early fall.

**Other Items**

Public Works Director Jay Lancaster presented plans for the airport terminal building. In order to retain funding from MoDOT, the City must bid the airport terminal construction project. Failure to do so will result in the loss of some funding.

Councilman Depro moved to proceed with bidding the airport terminal construction project. The motion was seconded by Councilman Graham and the following roll call vote recorded:

Burch Aye, Depro Aye, Gilmore Aye, Graham Aye,  
Harris aye, and Pullen Aye, thereby being passed.

**ADJOURNMENT INTO EXECUTIVE SESSION**

Councilman Gilmore moved to adjourn into executive session for the discussion of personnel [RSMO 610.021 (3)]. The motion was seconded by Councilman Depro and the following roll call vote recorded:

Burch Aye, Depro Aye, Gilmore Aye, Graham Aye,  
Harris aye, and Pullen Aye, thereby being passed.

Present were: Mayor Jerry Pullen and Councilmen Steven Burch, Bob Depro, Jon Gilmore, John Graham, and Maude Harris. Councilman Kathy Teachout was absent. Staff in attendance were: City Manager Jonathan Douglass, City Counselor Chuck Leible, City Clerk Carroll Couch,



City Treasurer Karen Bailey, Governmental Services Director Linda Lowes, Public Works Director Jay Lancaster, and Director of Public Safety Drew Juden,.

No action was taken in executive session.

**ADJOURNMENT OUT OF EXECUTIVE SESSION**

Councilman Depro moved to adjourn from executive session. The motion was seconded by Councilman Gilmore and the following roll call vote recorded:

Burch Aye, Depro Aye, Gilmore Aye, Graham Aye,  
Harris aye, and Pullen Aye, thereby being passed.

**ADJOURNMENT**

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

Burch Aye, Depro Aye, Gilmore Aye, Graham Aye,  
Harris aye, and Pullen Aye, thereby being passed.

APPROVED:

\_\_\_\_\_  
JERRY PULLEN, MAYOR

ATTEST:

\_\_\_\_\_  
CARROLL L. COUCH, CITY CLERK

SEAL:

Enhanced Enterprise Zone  
*September 10, 2013 – 3:00 P.M.*  
Sikeston DED Board Room - 128 N. New Madrid, Sikeston

**BOARD OF DIRECTORS MEETING**

**CALL TO ORDER/RECORD OF ATTENDANCE**

Members Present: Ed Dust, Don Newton, James Miller and Dennis Ziegenhorn.  
Members Geoff Comer, Tom Williams and Mike Conway were absent. DED administrative assistant Kathy Medley was also present.

Chairman Don Newton called the meeting to order at 3:15 P.M.

**ITEMS OF BUSINESS**

James Miller made a motion to recommend to the Sikeston City Council that the City abate 50% of the real property tax for 10 years or 100% for 5 years for Carr Textile Corp. The motion was seconded by Dennis Ziegenhorn and the following roll call vote was recorded: Dust Aye, Newton Aye, Miller Aye, Ziegenhorn Aye, thereby being passed.

Dennis Ziegenhorn made a motion to adjourn at 3:30 P.M. The motion was seconded by James Miller and the following roll call vote was recorded: Dust Aye, Newton Aye, Miller Aye, Ziegenhorn Aye, thereby being passed.

Respectfully Submitted by:

\_\_\_\_\_  
ED DUST, Secretary

\_\_\_\_\_  
DON NEWTON, Chairman

SIKESTON DEPARTMENT OF ECONOMIC DEVELOPMENT

*Tuesday, November 18, 2014 – 11:30 A.M.*

128 N. New Madrid St., Sikeston, MO 63801

**BOARD OF DIRECTORS MEETING**

**CALL TO ORDER/RECORD OF ATTENDANCE**

Chairman Jerry Pullen called the meeting to order at 11:55 P.M. Board Members Present: Ed Throop, Alan Keenan, Jerry Pullen, Bob Depro, and ex-officio member Jonathan Douglass. Also in attendance: Richard Landers, Ed Dust, DED director, Kathy Medley, Administrative Assistant, and City Counselor Chuck Leible.

**ITEMS OF BUSINESS:**

Bob Depro made a motion to approve the October 14, 2014 minutes. The motion was seconded by Alan Keenan and the following roll call vote was recorded: Keenan Aye, Throop Aye, Depro Aye, Pullen Aye, thereby being passed.

Ed Dust gave an update on the Village Green property. He has followed up with the development companies from the RFP and will continue to market the property. Signs were erected at the site. Staff will look into the cost of advertising in trade magazines.

The Industry Mentoring group is meeting this week with 18 kids participating. The classes are going well.

The closing for the purchase of the railroad trail rights is expected by November 26. Financing for the trail will come from the economic development Essex Fund. The DED will manage the existing leases on the railroad property. Alan Keenan made a motion for the proceeds from the leases go back into the Essex Fund for future economic development projects. The motion was seconded by Bob Depro and the following roll call vote was recorded: Keenan Aye, Throop Aye, Depro Aye, Pullen Aye, thereby being passed.

DED staff responded to industry prospects for the Media Press building and is working with another local industry that may qualify for the state's Missouri Works Program.

The DRA Grant to extend Rose Parkway to County Road 428 has been unsuccessful so far. Ed Dust will follow up with the DRA.

The DED board will not meet in December unless is it necessary.

There being no other business to discuss, Alan Keenan made a motion to adjourn at 12:25 P.M. The motion was seconded by Bob Depro and the following roll call vote was recorded: Keenan Aye, Throop Aye, Depro Aye, Pullen Aye, thereby being passed.

Respectfully Submitted By:

---

ED DUST, Secretary

---

JERRY PULLEN, Chairman

**MINUTES OF THE REGULAR MEETING**  
**HOUSING AUTHORITY OF THE**  
**CITY OF SIKESTON, MISSOURI**  
**HELD ON THE TENTH OF NOVEMBER 2014**

On the Tenth Day of November 2014, at 12:00 Noon, the Board of Commissioners of the Housing Authority of the City of Sikeston, Missouri met in regular session at the Housing Authority Office Building in Sikeston, Missouri.

The Meeting was called to order and upon roll call, the following members of the Body were present:

Present: Chairman Mike Jensen, Vice-Chairman Larry Tetley, Commissioner David Hay, and Commissioner Michele Knickman

Absent: Commissioner Alice Tharp

Also Present: Christopher Palmer, future Eagle Scout, and Bobby K. Henry, Executive Director

Being a quorum present, the following business was transacted:

Minutes of the Regular Meeting of October 14, 2014 were presented and upon a motion duly made by Commissioner David Hay, and seconded by Commissioner Michele Knickman, and unanimously carried, the Minutes were approved as presented.

Thereupon the following bills were presented for payment:

Aramark	159.26	Mid-South Office Supply	531.36
AT&T	275.49	Orkin	254.34
Board of Municipal Utilities	10,028.46	Plumbmaster	141.59
Charter Communications	80.00	Santie Wholesale	383.19
C&K Building Materials	236.34	Service Master	660.00
Decota Electric	88.43	Sherwin Williams	86.31
G&D Communications	72.00	Sonny's Solid Waste	2,000.00
J&K Floor Cleaning	586.63	The PI Company	400.00
Keller, Larry	1,050.00	Tri-County Recycling	1,155.00
Liberty Utilities	4,796.48		
Lowes	273.58	Total for OCTOBER	\$22,899.69
Meyer Supply	227.86		

Motion duly made by Commissioner David Hay to pay bills as presented, seconded by Commissioner Michele Knickman. Motion carried unanimously.

The Capital Fund report and requisitions for the period ending October 2014 were presented. The requisitions included \$2,400.00 to Dunker Consultants (501-13). Motion duly made by Vice-Chairman



Larry Tetley, to pay requisitions for a grand total of \$2,400.00, seconded by David Hay. Motion carried unanimously.

The Board of Commissioner informed the Executive Director on the Cost of Living Increase (COLA) for personnel. The COLA will be included in the FYE 2015 Budget and presented at the December meeting.

Being no further business to come before the Body, Vice-Chairman Larry Tetley moved to adjourn seconded by Commissioner David Hay. Meeting adjourned.

---

Mike Jensen, Chairman

---

Bobby K. Henry, Secretary

**Board of Trustees Meeting  
Monday November 3, 2014  
4:30pm**

The Board of Trustees of Sikeston Public Library met on Monday, November 3, 2014 at 4:30 pm. Present were Mrs. Brown, Mrs. Chitwood, Mr. Colwick, Mrs. Lawson, Mr. Leible, Mr. Polivick, Mrs. Tetley, Ms. Thompson, Mrs. Caskey, Project Coordinator, Mrs. Tangeman, Director, and Mr. Eifert, Assistant Director. Dr. Bohannon was absent.

**MINUTES**

Ms. Thompson made a motion to accept the Minutes from the October meeting. Mrs. Chitwood seconded and the motion carried.

**PETTY CASH**

Mrs. Tetley made a motion to accept the Petty Cash Report for October. Mrs. Brown seconded and the motion carried.

**BILLS**

Mr. Polivick made a motion to accept the Bills for October as presented. Mrs. Lawson seconded and the motion carried.

**CITY FINANCIAL STATEMENT**-The City Financial Statement for September was reviewed.

**COMMITTEES**

**FINANCE**—None

**PERSONNEL**—None

**OPERATIONS**—We have had to replace our telephones since they were fried due to some bad wiring. ESI replaced them at a cost of \$2500.00 including rewiring where necessary.

**LIBRARIAN**

-The 5K Run/1 Mile Walk was considered a success for the first time. We have scheduled the date for the next year's event for Saturday October 24, 2015. We will give this information to Linda Lowes for next year's calendar. We were able to pass on our leftover bags etc. to Bootheel Counseling for their event.

**BASEMENT RENOVATION**

Mrs. Caskey will contact Hi-Tech about helping with the cabling or whatever in-kind donation they were interested in offering.

-We have hired Caron Ryan to replace Betty McMillan.

-Our Christmas Staff party will be in December. The Board will again pay for the lunch.

**OTHER**

Next year DPS would like to participate in our 5K Run Event.

**ADJOURNMENT**

Ms. Thompson made a motion to adjourn a Mrs. Chitwood seconded. All in favor, none opposed and the motion carried. The meeting adjourned at 4:50pm

**Planning and Zoning Minutes**

**July 15, 2014**

**Sikeston City Hall**

**4:00 p.m. - Meeting**

**Roll Call:**

**Members Present:** Cohen, Depro, Gilmore, Howard (late), McGill (late), E. Miller, J. Miller, Ozment,

**Absent Members:** McCauley, Thornton

**Other Staff Members Present:** Angie Keller- Administrative Assistant  
Collin Cecil- Sr. Building Official  
Chuck Leible- City Counselor

**Guests:** None Present

**APPROVAL OF MINUTES:**

Minutes of the March 11, 2014 meeting were presented for approval. A motion was made by Depro to approve the minutes. E. Miller seconded the motion. Roll call vote was as follows:

Ayes: Depro, Gilmore, E. Miller, J. Miller, Ozment, Cohen

Nays: None

Motion Passed 6 - 0

**ITEMS OF BUSINESS:**

**Discuss a request from City Staff to amend Chapter 405 Zoning Regulations of the City Code of the City of Sikeston, Missouri regarding the definition, permitted uses and conditional uses of manufactured housing units.**

After discussion, a motion was made by Gilmore, to approve the request amend Chapter 405 Zoning Regulations of the City Code of the City of Sikeston, Scott County, Missouri with the proposed deletion of any reference of any manufactured housing in a R-1 district. Depro seconded the motion. Roll call vote was as follows:

Ayes: Gilmore, Howard, McGill, E. Miller, J. Miller, Ozment, Cohen, Depro

Nays: None

Motion Passed: 8- 0

**Adjournment:** There being no further business, a motion was made by Howard to close the public hearing and adjourn. The motion was seconded by Cohen. The motion was carried by unanimous vote. The meeting adjourned.

Respectfully submitted by:

Attested by:

---

Angie Keller, Administrative Assistant

---

Gary Ozment, Chairman



**TAX INCREMENT FINANCING COMMISSION**

**OF THE CITY OF SIKESTON, MISSOURI**

**MINUTES OF OCTOBER 1, 2014**

**ROLL CALL**

Present at the meeting were Mark Baker and Don Day representing New Madrid County, Missy Marshall and Rick LaPlant representing the City of Sikeston, Jonathan Maloyed and Danny Parker representing New Madrid R-1. Also present was Jon Burden from the New Madrid County Ambulance District, Cindy Amick, Heather Schuerenberg, Chris Lambert, Carroll Couch, Jonathan Douglass, and Michael Bohannon.

**ELECTION OF OFFICERS**

Jonathan Maloyed was nominated and unanimously elected to serve as Chairman.

Don Day was nominated and unanimously elected to serve as Vice-Chairman.

Carroll Couch was nominated and unanimously elected to serve as Secretary.

**OVERVIEW OF PROPOSED DEVELOPMENT PROJECT**

Michael Bohannon representing Sikeston Development Co., LLC, presented an overview of a tentative proposal for the development of approximately 177.7 acres located in the City of Sikeston, New Madrid County with the primary purpose of redeveloping blighted properties for economic development.

**SET DATE FOR PUBLIC HEARING**


Motion made by Missy Marshall and seconded by Jonathan Maloyed to set a public hearing date of November 19, 2014. The motion unanimously was approved.

**SET DATE FOR NEXT MEETING**

General consensus of the Commission was to set the date for the next meeting to be on October 29, 2014, at 5:00 p.m.

**ADJOURNMENT**

Motion was made by Day, and seconded by Marshall to adjourn. The motion was unanimously approved.



Jonathan Maloyed, Chairman



Carroll Couch, Secretary

**TAX INCREMENT FINANCING COMMISSION**

**OF THE CITY OF SIKESTON, MISSOURI**

**MINUTES OF OCTOBER 29, 2014**

**ROLL CALL**

Present at the meeting were Jonathan Maloyed, Danny Parker, Don Day, Mark Baker, Matt Marshall, Karen Evans, Nathan Cox, Matt Wright, Missy Marshall, Jon Burden. Also present were Carroll Couch, Jonathan "J.D." Douglass, Cindy Amick, Mike Bohannon, Mark Grimm, Andy Struckoff, and Steven Burch.

**APPROVAL OF MINUTES**

The minutes of the October 1, 2014, meeting were presented for approval. Motion was made by Matt Marshall to approve the minutes and seconded by Missy Marshall. The minutes were unanimously approved.

**DISCUSSION OF REDEVELOPMENT PLAN, BLIGHT STUDY AND COST-BENEFIT ANALYSIS**

Andy Struckoff of PGAV Planners presented the proposed Redevelopment Plan, Blight Study and Cost-Benefit Analysis for Commission consideration. Various questions were presented regarding the methodologies used by PGAV in determining sales estimates, finding of blight, and a general overview of the Redevelopment Plan, submitted by Sikeston Development Company, LLC. Legal questions were answered by Mark Grimm, of Gilmore and Bell.

**DISCUSSION AND APPROVAL OF PUBLIC HEARING PROCEDURES**


The Commission discussed an overall structure for conducting the November 19, 2014, public hearing. During the discussion, motion was made by Matt Wright to have a work session at 5:00 p.m., on November 18, 2014. The motion was seconded by Missy Marshall. The Commission unanimously agreed to the proposed work session date and time.

**ADJOURNMENT**

Motion was made by Missy Marshall to adjourn, and was seconded by Matt Marshall. The motion and second was unanimously approved.



Jonathan Maloyed, Chairman



Carroll Couch, Secretary

**TAX INCREMENT FINANCING COMMISSION**

**OF THE CITY OF SIKESTON, MISSOURI**

**MINUTES OF NOVEMBER 18, 2014**

**RECORD OF ATTENDANCE**

Present at the meeting were Jonathan Maloyed, Danny Parker, Matt Marshall, Karen Evans, Nathan Cox, Matt Wright, Missy Marshall, Jon Burden. Also present were Carroll Couch, Jonathan "J.D." Douglass, Mike Bohannon, Jon Gilmore, Ed Dust, and Brian Menz.

**APPROVAL OF MINUTES**

The minutes of the October 29, 2014, meeting were presented for approval. Motion was made by Missy Marshall to approve the minutes and seconded by Matt Marshall. The minutes were unanimously approved.

**LETTER OF FEASIBILITY**

City Manager, Jonathan "J.D." Douglass presented correspondence authorized by the City Council which outlined City optimism regarding financing certain public improvements subject to approval of a proposed Redevelopment Plan and Agreement.

**COMPREHENSIVE PLAN UPDATE**

The City Manager presented a letter written to the Planning and Zoning Commission requesting an amendment to the Sikeston Comprehensive Plan to designate certain land from residential use to commercial and/or industrial use.

**DISCUSSION OF REDEVELOPMENT PLAN, BLIGHT STUDY AND COST-BENEFIT ANALYSIS**

The Commission continued discussion of the proposed Redevelopment Plan, Blight Study and Cost-Benefit Analysis, taking into consideration Memorandums submitted by John Brancaglione, and Andy Struckoff of PGAV Planners. During the discussion, a four page document entitled Testimony written by Michael Rathbone of the Show-Me Institute was distributed.

**DISCUSSION AND APPROVAL OF PUBLIC HEARING PROCEDURES**

The Commission discussed an overall structure for conducting the November 19, 2014, public hearing.

**ADJOURNMENT**

Motion was made by Danny Parker to adjourn, and was seconded by Matt Marshall. The motion and second was unanimously approved.

A handwritten signature in black ink, reading "Jonathan D. Maloyed", written over a horizontal line.

Jonathan Maloyed, Chairman

A handwritten signature in black ink, reading "Carroll Couch", written over a horizontal line.

Carroll Couch, Secretary



# **Council Letter**

---

Date of Meeting: January 5, 2015

Originating Department: City Manager

To the Mayor and City Council:

Subject: Sikeston 60 West TIF District

Attachment(s):

1. TIF Commission Resolution
2. Bill 5973, approving the Redevelopment Plan and Redevelopment Project Area 1
3. Draft Redevelopment Agreement
4. Draft Intergovernmental Agreement

Action Options:

1. Conduct Second Reading and Approve Bill 5973, Designating and Approving the 60 West Tax Increment Financing Redevelopment Plan and Redevelopment Project Area 1; and
2. Receive Briefing on Redevelopment Agreement with Developer, and
3. Receive Briefing on Intergovernmental Agreement with New Madrid County.
4. Other Action Council May Deem Necessary

Background:

At its December 3, 2014, meeting, the Sikeston Tax Increment Financing (TIF) Commission recommended approval of the Sikeston 60 West TIF District (see attached resolution). Remaining steps in the TIF process are as follows:

1. City Council considers adoption of an ordinance approving the Redevelopment Plan and Redevelopment Project (first reading on December 29 and second reading on January 5).
2. Negotiation and adoption of a Redevelopment Agreement between the City of Sikeston and the developer, Sikeston Development Company, LLC (see discussion below).
3. Negotiation and adoption of an Intergovernmental Agreement between the City of Sikeston and New Madrid County (see discussion below).

Additionally, standard development process approvals such as rezoning, site planning, etc. will have to be obtained by the developer prior to construction. City staff will also begin planning and coordination of the infrastructure improvements.

### Redevelopment Agreement:

The Redevelopment Agreement sets forth the respective responsibilities of the city and the developer regarding the TIF district. This agreement does not have to be approved concurrently with the ordinance approving the Redevelopment Plan and Redevelopment Project, but it does have to be approved before the TIF district can be considered fully authorized. Among other specifics, the agreement sets forth that the city will complete the infrastructure improvements and will be reimbursed 46.7% of the TIF revenues until the infrastructure improvement costs are reimbursed to the city. The total costs of the street, water, sewer, and storm sewer infrastructure were previously estimated at \$667,000. The new estimate, based on a recent bid the city received for concrete work, is \$710,000. The city would finance these costs out of the Essex Economic Development Fund, which would then be reimbursed over time as the TIF revenues are received. City staff will work closely with the developer to time the construction of the infrastructure improvements, so that significant improvements are not built before the private development is underway, and to ensure that the infrastructure improvements are completed to facilitate timely opening of the movie theater.

City staff will be discussing the Redevelopment Agreement with the developer in the coming days, and will present an agreement for City Council consideration at a future date.

### Intergovernmental Agreement:

In recent years, numerous significant developments in Sikeston have taken place on the New Madrid side of the county line. Many residential homes have been built, Three Rivers College is about to open, and businesses including Wal-Mart, Colton's, Lowe's and others generate tremendous tax revenue for New Madrid County. Economic development in Sikeston is very important to New Madrid County.

City staff has had informal discussions with the New Madrid County Commission regarding their ability to participate in the financing of the infrastructure improvements. City staff believes that New Madrid County may be willing to enter into an agreement whereby New Madrid County would cover half of any shortfall in TIF reimbursement to the City of Sikeston.

The following example is for illustration purposes only, as the particulars of the Intergovernmental Agreement have not been agreed to by either Sikeston or New Madrid County. The Cost-Benefit Analysis initially projects \$48,700 in total annual incremental revenues for TIF. That amount would be split 46.7/53.3 between the city and developer, therefore projected TIF revenues to the city would be approximately \$22,743. The draft version of the Intergovernmental Agreement calls for a 15 year amortization of \$710,000 at a 3% interest rate, which comes out to \$58,838 annually. Therefore, under the draft Intergovernmental Agreement, and if all of the revenues come out as projected here, the shortfall between the TIF revenues to the city and the amortized infrastructure costs would be \$36,095 annually, and New Madrid County would contribute \$18,047 to the city to help cover those costs.

These numbers take into account only the movie theater development. If additional development takes place in the TIF district, or if the revenues generated by the movie theater are greater than

projected in the Cost-Benefit Analysis, the shortfall would be less than shown in the example above.

City staff will be discussing the Intergovernmental Agreement with the New Madrid County Commission in the coming days, and will present an agreement for City Council consideration at a future date.



**RESOLUTION OF THE TAX INCREMENT FINANCING COMMISSION OF THE CITY OF SIKESTON, MISSOURI, APPROVING THE SIKESTON 60 WEST TAX INCREMENT FINANCING REDEVELOPMENT PLAN, APPROVING THE RPA 1 REDEVELOPMENT PROJECT DESCRIBED IN THE REDEVELOPMENT PLAN, AND EXPRESSING ITS RECOMMENDATIONS TO THE CITY COUNCIL OF THE CITY OF SIKESTON, MISSOURI.**

**WHEREAS**, the City Council of the City of Sikeston, Missouri, has duly created the Tax Increment Financing Commission of the City of Sikeston, Missouri (the "TIF Commission"); and

**WHEREAS**, the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended (the "Act"), authorizes the TIF Commission to hold public hearings with respect to proposed redevelopment areas, redevelopment plans and redevelopment projects and to make recommendations thereon to the City Council; and

**WHEREAS**, the TIF Commission has reviewed a plan for redevelopment known as the Sikeston 60 West Tax Increment Financing Redevelopment Plan, a copy of which is attached hereto as **Exhibit A** (the "Redevelopment Plan"), for an approximately 175-acre area generally located north of Highway 60 and west of the existing Wal-Mart Supercenter in the City (the "Redevelopment Area"); and

**WHEREAS**, the Redevelopment Plan divides the Redevelopment Area into three redevelopment project areas, referred to as "RPA 1," "RPA 2" and "RPA 3"; and

**WHEREAS**, the proposed redevelopment project for RPA 1 (the "RPA 1 Redevelopment Project") provides for the construction of commercial uses, including a movie theatre, and associated public improvements; and

**WHEREAS**, after all proper notice was given, the TIF Commission held a public hearing in conformance with the Act on November 19, 2014 and continued on December 3, 2014, and received comments from all interested persons and taxing districts relative to the approval of the Redevelopment Plan, approval of the RPA 1 Redevelopment Project, and designation of the Redevelopment Area;

**NOW, THEREFORE, BE IT RESOLVED BY THE TAX INCREMENT FINANCING COMMISSION OF THE CITY OF SIKESTON, MISSOURI, AS FOLLOWS:**

1. The Redevelopment Plan, attached hereto as **Exhibit A**, the Redevelopment Area described therein and the RPA 1 Redevelopment Project are hereby adopted and approved.

2. The TIF Commission hereby finds that:

a. The Redevelopment Area on the whole is a "blighted area," as defined in Section 99.805(1) of the Act, and has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of tax increment financing. The Redevelopment Plan includes, and the TIF Commission hereby finds and adopts by reference, (i) a detailed description of the factors that qualify the Redevelopment Area and the RPA 1 Redevelopment Project pursuant to the provisions of Section 99.810.1(1) of the Act and (ii) an affidavit, signed on behalf of the developer, attesting that the provisions of subdivision (1) of Section 99.810.1 have been met.



b. The Redevelopment Plan conforms to the comprehensive plan for the development of the municipality as a whole.

c. The estimated dates of completion of the RPA 1 Redevelopment Project and retirement of obligations incurred to finance redevelopment project costs associated with the RPA 1 Redevelopment Project have been stated in the Redevelopment Plan, and these dates are no more than 23 years from the adoption of the ordinance approving the RPA 1 Redevelopment Project.

d. A plan has been developed for relocation assistance for businesses and residences.

e. A cost-benefit analysis showing the economic impact of the Redevelopment Plan on each taxing district which is at least partially within the boundaries of the Redevelopment Area is attached as Exhibit B hereto and is incorporated herein as if fully set forth herein, which cost-benefit analysis shows the impact on the economy if the RPA 1 Redevelopment Project is not built and if the RPA 1 Redevelopment Project is built pursuant to the Redevelopment Plan. The cost-benefit analysis also includes a fiscal impact study on every affected political subdivision. The cost-benefit analysis also includes sufficient information from the developer for the TIF Commission to evaluate whether the RPA 1 Redevelopment Project as proposed is financially feasible, and the TIF Commission hereby finds that the RPA 1 Redevelopment Project as proposed is financially feasible.

f. The Redevelopment Plan does not include the initial development or redevelopment of any gambling establishment.

g. The Redevelopment Area includes only those parcels of real property and improvements thereon directly and substantially benefited by the proposed RPA 1 Redevelopment Project.

3. The TIF Commission recommends to the City Council that the City Council adopt an ordinance in the form required by the Act to:

a. Approve the Redevelopment Plan

b. Approve and designate the Redevelopment Area as a "redevelopment area" as provided in the Act.

c. Approve the RPA 1 Redevelopment Project.

d. Adopt tax increment financing with respect to RPA 1 by passage of an ordinance complying with the terms of Section 99.845 of the Act.

4. The officers of the TIF Commission are hereby authorized and directed to execute all documents and take such necessary steps as they deem necessary and advisable to carry out and perform the purpose of this Resolution.

5. The sections of this Resolution shall be severable. If any section of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining sections shall remain valid, unless

the court finds that the valid sections are so essential to and inseparably connected with and dependent upon the void section that it cannot be presumed that the TIF Commission has or would have enacted the valid sections without the void ones, unless the court finds that the valid sections, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

**ADOPTED** by the Tax Increment Financing Commission of the City of Sikeston, Missouri, this 3rd day of December, 2014.

  
Chairman

ATTEST:

  
Secretary

**AN ORDINANCE DESIGNATING A PORTION OF THE CITY OF SIKESTON, MISSOURI, AS A REDEVELOPMENT AREA; APPROVING THE SIKESTON 60 WEST TAX INCREMENT FINANCING REDEVELOPMENT PLAN AND THE RPA-1 REDEVELOPMENT PROJECT DESCRIBED THEREIN; MAKING FINDINGS RELATED THERETO; ADOPTING TAX INCREMENT FINANCING WITH RESPECT THERETO; AND AUTHORIZING CERTAIN ACTIONS BY CITY OFFICIALS:**

**WHEREAS**, the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended (the "Act"), authorizes municipalities to undertake redevelopment projects in blighted, conservation or economic development areas, as defined in the Act; and

**WHEREAS**, the City of Sikeston, Missouri (the "City") duly created the Tax Increment Financing Commission of the City of Sikeston, Missouri (the "TIF Commission") pursuant to the Act; and

**WHEREAS**, the Act authorizes the TIF Commission to hold hearings with respect to proposed redevelopment areas, plans and projects and to make recommendations thereon to the City Council; and

**WHEREAS**, the TIF Commission has reviewed a plan for redevelopment known as "The Sikeston 60 West Tax Increment Financing Redevelopment Plan" (the "Redevelopment Plan"), which calls for the redevelopment of an approximately 175-acre area generally located north of Highway 60 and west of the existing Wal-Mart Supercenter in the City, as more particularly described in **Attachment B** of the Redevelopment Plan (the "Redevelopment Area"); and

**WHEREAS**, the Redevelopment Plan divides the Redevelopment Area into three redevelopment project areas, referred to as "RPA-1," "RPA-2" and "RPA-3"; and

**WHEREAS**, the Redevelopment Plan proposes that RPA-1 be redeveloped for commercial purposes, including the development of a movie theatre (the "RPA-1 Redevelopment Project"); and

**WHEREAS**, in response to a solicitation of proposals by the City, Sikeston Development Company, LLC (the "Developer") submitted a proposal that includes the RPA-1 Redevelopment Project (the "Proposal"); and

**WHEREAS**, after all proper notice was given, a public hearing was held on November 19, 2014 and continued on December 3, 2014, at which the TIF Commission received comments from all interested persons and taxing districts relative to (1) the Redevelopment Plan, (2) the designation of the Redevelopment Area as a "redevelopment area," as defined by the Act, and (3) the approval of the RPA-1 Redevelopment Project; and

**WHEREAS**, on December 3, 2014, after due deliberation, the TIF Commission passed a resolution (attached as **Exhibit A** hereto) recommending that the City Council (1) approve the Redevelopment Plan, (2) designate the Redevelopment Area as a "redevelopment area," as defined by the Act, and (3) approve the RPA-1 Redevelopment Project;



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

**Section 1.** The City Council hereby makes the following findings:

A. The Redevelopment Area on the whole is a "blighted area," as defined in Section 99.805(1) of the Act, and has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of tax increment financing. This finding includes, and the Redevelopment Plan sets forth and the City Council hereby finds and adopts by reference: (i) a detailed description of the factors that qualify the Redevelopment Area as a "blighted area" and qualify the RPA-1 Redevelopment Project as a "redevelopment project" and (ii) an affidavit, signed on behalf of the Developer and submitted with the Redevelopment Plan, attesting that the provisions of subdivision (1) of Section 99.810.1 have been met.

B. The Redevelopment Plan conforms to the comprehensive plan for the development of the City as a whole.

C. The estimated dates of completion of the RPA-1 Redevelopment Project and the retirement of obligations incurred to finance redevelopment project costs have been stated in the Redevelopment Plan and these dates are no more than 23 years from the adoption of this Ordinance, which approves the RPA-1 Redevelopment Project. Redevelopment projects for RPA-2 and RPA-3, if any, will be approved within 10 years from the adoption of this Ordinance. No property for a redevelopment project shall be acquired by eminent domain later than five years from the adoption the ordinance approving such redevelopment project.

D. The City has developed a plan for relocation assistance for businesses and residences in conformity with the requirements of Sections 523.200 through 523.215 of the Revised Statutes of Missouri, as amended.

E. A cost-benefit analysis showing the economic impact of the Redevelopment Plan on each taxing district which is at least partially within the boundaries of the Redevelopment Area is attached as **Exhibit B** hereto (the "Cost-Benefit Analysis") and is incorporated herein as if fully set forth herein, which Cost-Benefit Analysis shows the impact on the economy if the RPA-1 Redevelopment Project is not built and is built pursuant to the Redevelopment Plan. The Cost-Benefit Analysis also includes a fiscal impact study on every affected political subdivision, and sufficient information from the Developer and the City for the TIF Commission to evaluate whether the RPA-1 Redevelopment Project as proposed is financially feasible.

F. The Redevelopment Plan does not include the initial development or redevelopment of any gambling establishment.

**Section 2.** The Redevelopment Area is hereby designated as a "redevelopment area" as defined in Section 99.805(12) of the Act.

**Section 3.** The Redevelopment Plan, a copy of which is attached hereto as **Exhibit C** and incorporated herein by reference, is hereby adopted and approved.



**Section 4.** The RPA-1 Redevelopment Project is hereby adopted and approved. The City Council finds that the area selected for the RPA-1 Redevelopment Project includes only those parcels of real property and improvements thereon directly and substantially benefited by the proposed RPA-1 Redevelopment Project.

**Section 5.** Tax increment allocation financing is hereby adopted within RPA-1 (as legally described in the Redevelopment Plan).

**Section 6.** After the total equalized assessed valuation of the taxable real property in RPA-1 exceeds the certified total initial equalized assessed value of all taxable real property in RPA-1, as determined in accordance with the Act, the ad valorem taxes and payments in lieu of taxes, if any, arising from the levies upon taxable real property in RPA-1 by taxing districts and tax rates determined in the manner provided in Section 99.855.2 of the Act each year after the effective date of this Ordinance until the payment in full of all redevelopment project costs shall be divided as follows:

(1) That portion of taxes, penalties and interest levied upon each taxable lot, block, tract, or parcel of real property which is attributable to the initial equalized assessed value of each such taxable lot, block, tract or parcel of real property in RPA-1 shall be allocated to and, when collected, shall be paid by the County Collector to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing; and

(2) Payments in lieu of taxes attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract, or parcel of real property in RPA-1 and any applicable penalty and interest over and above the initial equalized assessed value of each such unit of property in RPA-1 shall be allocated to and, when collected, shall be paid to the City's Treasurer, who shall deposit such payments in lieu of taxes into a special fund called the "Sikeston 60 West Special Allocation Fund – RPA-1 Account" of the City for the purpose of paying redevelopment costs and obligations incurred in the payment thereof. Payments in lieu of taxes which are due and owing shall constitute a lien against the real estate of RPA-1 from which they are derived and shall be collected in the same manner as the real property tax, including the assessment of penalties and interest where applicable.

**Section 7.** In addition, fifty percent (50%) of the total additional revenue from taxes, penalties and interest which are imposed by the City or other taxing districts, and which are generated by economic activities within RPA-1, over the amount of such taxes, penalties and interest in the calendar year prior to the adoption of this Ordinance, while tax increment financing remains in effect, but excluding taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, taxes levied pursuant to Section 70.500 of the Revised Statutes of Missouri, as amended, licenses, fees or special assessments other than payments in lieu of taxes and any penalty and interest thereon, taxes levied pursuant to Section 94.660 of the Revised Statutes of Missouri, as amended, for the purpose of public transportation and any other tax or fee excluded by law, shall be allocated to and paid by the collecting officer to the City's Treasurer, who shall deposit such funds into a separate segregated account within the Sikeston 60 West Special Allocation Fund – RPA-1 Account.

**Section 8.** The Sikeston 60 West Special Allocation Fund is hereby established. The Sikeston 60 West Special Allocation Fund shall have an "RPA-1 Account," an "RPA-2 Account," and an "RPA-3 Account" and such other accounts and subaccounts as may be necessary or desirable for the administration of the Redevelopment Plan. All moneys deposited in the Sikeston 60 West Special Allocation Fund shall be applied in such manner consistent with the Redevelopment Plan as determined by the City Council.

**Section 9.** The City Clerk is hereby directed to submit a certified copy of this Ordinance to the County Assessor, who is directed to determine the total equalized assessed value of all taxable real property within RPA-1 as of the date of this Ordinance, by adding together the most recently ascertained equalized assessed value of each taxable lot, block, tract or parcel of real property within RPA-1, and shall certify such amount as the total initial equalized assessed value of the taxable real property within RPA-1. The City Clerk is further directed to submit a certified copy of this Ordinance to the County Collector, and the City Treasurer is directed to certify to the County Collector the amount of taxes derived from economic activities within RPA-1, in the calendar year prior to the adoption of this Ordinance, as prescribed in **Section 7** hereof.

**Section 10.** The sections of this Ordinance shall be severable. If any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections shall remain valid, unless the court finds that: (i) the valid sections are so essential to and inseparably connected with and dependent upon the void section that it cannot be presumed that the City Council has or would have enacted the valid sections without the void ones; and (ii) the valid sections, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

**Section 11. Record of Passage:**

A. Bill number 5973 was introduced to the City Council and read the first time on this 29<sup>th</sup> day of December, 2014.

B. Bill number 5973 was read for the second and final time and discussed on this 5<sup>th</sup> day of January, 2015, and final passage thereon was voted as follows:

Burch \_\_\_\_\_, Depro \_\_\_\_\_, Gilmore \_\_\_\_\_,  
Graham \_\_\_\_\_, Harris \_\_\_\_\_, Teachout \_\_\_\_\_,  
and Pullen \_\_\_\_\_,  
thereby being \_\_\_\_\_.

C. Upon passage by the City Council, this bill shall become Ordinance 5973 and shall be in full force and effect from 30 days after its passage.

---

Mayor Jerry Pullen

---

Approved as to form  
Chuck Leible, City Attorney

**SEAL/ATTEST**

---

Carroll L. Couch, City Clerk

**EXHIBIT A**

**TIF COMMISSION RESOLUTION**

[On file in the City Clerk's Office]

**EXHIBIT B**

**COST-BENEFIT ANALYSIS**

[On file in the City Clerk's Office]



**EXHIBIT C**

**REDEVELOPMENT PLAN**

[On file in the City Clerk's Office]

**EXHIBIT C**

**REDEVELOPMENT PLAN**

[On file in the City Clerk's Office]

## REDEVELOPMENT AGREEMENT

This **REDEVELOPMENT AGREEMENT** (the “Agreement”) is made and entered into as of \_\_\_\_\_, 2015 (the “Effective Date”) by and between the **CITY OF SIKESTON, MISSOURI**, a charter city organized and existing under the laws of the State of Missouri (the “City”), and **SIKESTON DEVELOPMENT COMPANY, LLC**, a limited liability company organized and existing under the laws of the State of Arkansas (the “Developer”).

### RECITALS:

1. The Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended (the “Act”), authorizes municipalities to undertake redevelopment projects in blighted, conservation or economic development areas, as defined in the Act.
2. Pursuant to Ordinance No. \_\_\_\_\_, adopted on \_\_\_\_\_, 20\_\_\_\_, the City Council approved “The Sikeston 60 West Tax Increment Financing Redevelopment Plan” (the “Redevelopment Plan”), designated the redevelopment area described therein (the “Redevelopment Area”) as a “redevelopment area” pursuant to the Act and approved a redevelopment project (the “RPA 1 Redevelopment Project”) for the portion of the Redevelopment Area described in the Redevelopment Plan as “RPA 1” and legally described in **Exhibit A** attached hereto.
3. In response to a request for proposals, Sikeston Development Company, LLC (the “Developer”) submitted a proposal to the City regarding the RPA 1 Redevelopment Project (the “Proposal”), which Proposal includes the redevelopment of RPA 1 for commercial uses, including the construction of a movie theatre and associated infrastructure.
4. The Proposal requests that (a) the City fund, subject to reimbursement from tax increment financing revenues, a portion of the RPA 1 Redevelopment Project consisting of the extension of Hennings Drive, the extension of Stallcup Drive and the construction of a new roadway connecting Hennings Drive and Stallcup Drive within the Redevelopment Area (the “Infrastructure Improvements”) and (b) the City use tax increment financing revenues to reimburse the Developer for other portions of the RPA 1 Redevelopment Project.
5. Pursuant to Ordinance No. \_\_\_\_\_, adopted on \_\_\_\_\_, 20\_\_\_\_, the City Council has authorized the City to enter into this Agreement to provide the terms and conditions upon which the City and the Developer will construct the RPA 1 Redevelopment Project and be reimbursed for certain costs, as contemplated by the Act and the Redevelopment Plan.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the premises and mutual promises contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

## **Section 1. Development.**

(a) The City hereby agrees to use reasonable efforts to complete or cause the completion of the Infrastructure Improvements at its own expense in phases, as development of the Redevelopment Area necessitates. The City shall have sole responsibility for the design of the Infrastructure Improvements. Notwithstanding the foregoing, if development of the Redevelopment Area does not necessitate completion of all of the Infrastructure Improvements by December 31, 2024, then the City shall have no obligation under this Agreement to complete any portion of the Infrastructure Improvements that is not needed for any development that is completed, under construction or for which building permits have been obtained as of December 31, 2024. Following completion of the Infrastructure Improvements, the City shall certify the cost of the Infrastructure Improvements to the Developer.

(b) The Developer hereby agrees to complete the "Work" described on **Exhibit B** attached hereto at its own expense no later than December 31, 20\_\_\_. Completion of the Work shall be deemed to have occurred when the City issues an occupancy permit pursuant to its municipal code for the movie theatre to be constructed as part of the Work. Following receipt of the occupancy permit, the Developer shall submit a Certificate of Reimbursable Project Costs in substantially the form attached hereto as **Exhibit C** evidencing the costs of the Work that the Developer wishes to be reimbursed for pursuant to **Section 5** below. The City shall review the submitted Certificate of Reimbursable Redevelopment Project Costs and provide written objections, if any, to the Developer within 30 days from receipt of the Certificate of Reimbursable Redevelopment Project Costs. If any objections are provided, the Developer shall cure such objections and resubmit the Certificate of Reimbursable Redevelopment Project Costs. If no objections are provided within 30 days of receipt, the Certificate of Reimbursable Redevelopment Project Costs shall be deemed approved by the City on the 31st day following receipt (unless affirmatively approved by the City prior to such date).

**Section 2. Standards.** The Developer will complete the Work according to all applicable federal, state and local ordinances, laws, regulations and codes. The City may inspect the Work in accordance with the applicable federal, state and local ordinances, laws, regulations and codes to ensure proper completion thereof.

**Section 3. Submission and Approval of Construction Plans.** The Developer shall submit construction plans for the Work to the City as follows:

(a) *Initial Approval.* The Developer will submit to the City construction plans for the Work and the City will review such plans for compliance with all applicable laws, statutes and ordinances, rules and regulations, including but not limited to the safety and zoning regulations of the City. The Developer will not begin the Work until it has received all requisite approvals from the City and other applicable agencies as required by federal, state, and local law.

(b) *Changes.* The Developer may make changes to the construction plans in accordance with federal, state, and local law.

## **Section 4. Release and Indemnification.**

(a) Notwithstanding anything herein to the contrary, the City, its governing body, officials, agents, employees and independent contractors shall not be liable to the Developer for damages of any kind or nature whatsoever if any ordinance adopted by the City or transaction completed by the City in connection with this Agreement is declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent



jurisdiction, and by reason thereof either the City is prevented from performing any of the covenants and agreements herein or the Developer is prevented from enjoying the rights and privileges hereof.

(b) The Developer releases from and covenants and agrees that the City and its governing body, officials, agents, employees and independent contractors shall not be liable for, and agrees to indemnify and hold harmless the governing body, officials, agents, employees and independent contractors thereof against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the construction of the RPA 1 Redevelopment Project, except as such may be caused by the willful misconduct or negligence of the City, its governing body, officials, agents, employees or independent contractors.

(c) The Developer agrees to indemnify, defend and hold harmless the City, its governing body, officials, agents, employees and independent contractors from and against any and all suits, claims and attorneys' fees resulting from, arising out of, or in any way connected with (i) the construction of the RPA 1 Redevelopment Project, or (ii) the negligence or willful misconduct of the Developer, its managers, officials, agents, employees or independent contractors in connection with the management, development, redevelopment and construction of the RPA 1 Redevelopment Project, except as such may be caused by the willful misconduct or negligence of the City, its governing body, officials, agents, employees or independent contractors.

(d) The Developer agrees to indemnify, defend, and hold harmless the City, its governing body, officials, agents, employees and independent contractors from and against any and all claims, demands, costs, liabilities, damages or expenses, including reasonable attorneys' and consultants' fees, investigation and laboratory fees, court costs and litigation expenses, arising from: (i) any now existing or hereafter arising violation, actual or alleged, or any other liability, under or in connection with, any environmental laws relating to any products or materials previously, now or hereafter located upon, delivered to or in transit to or from RPA 1 in connection with the construction of the RPA 1 Redevelopment Project, regardless of whether such violation or alleged violation or other liability is asserted or has occurred or arisen before the date hereof or hereafter is asserted or occurs or arises and regardless of whether such violation or alleged violation or other liability occurs or arises as the result of any act, omission, negligence or misconduct of the City or any third party or otherwise; or (ii) any breach, falsity or failure of any of the representations, warranties, covenants and agreements of the like.

(e) The City and its governing body, officials, agents, employees and independent contractors shall not be liable for any damage or injury to the persons or property of the Developer or its officers, agents, independent contractors or employees or any other person who may be about the Redevelopment Area or the RPA 1 Redevelopment Project due to any act of negligence of any person, except as such may be caused by the willful misconduct or negligence of the City, its governing body, officials, agents, employees, or independent contractors.

(f) No member of the governing body, officials, agents, employees or independent contractors of the City shall be personally liable to the Developer in the event of a default or breach by any party under this Agreement.

(g) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of its governing body, officials, agents, employees or independent contractors in their individual capacities.

**Section 5. Installment Payments by the City.**

(a) For purposes of **Sections 5 and 6** of this Agreement, the following terms shall have the following meanings:

“Payment Date” means every February 1, May 1, August 1 and November 1 following the Commencement Date and January 5, 2038 [\*23 years from the date that the RPA 1 Redevelopment Project is approved\*].

“Calculation Period” means initially, the period from the Commencement Date to the last day of the second month preceding the first Payment Date; and thereafter, each period from the end of the previous Calculation Period to the last day of the second month preceding the next Payment Date, except that the Calculation Period for the January 5, 2038 Payment Date shall be from October 1, 2037 to January 4, 2038.

“Commencement Date” means the first day of the month following the first month in which the City receives sales tax revenues generated from businesses located in RPA 1.

“Infrastructure Improvement Costs” means the costs of completing the Infrastructure Improvements, as certified by the City pursuant to **Section 1**, plus interest on such costs accruing at a rate of 3.0% per annum (assuming a 30/360 year) from the date that the City is first deemed to have advanced funds to pay Infrastructure Improvement Costs (as determined in accordance with the Intergovernmental Cooperation Agreement dated as of \_\_\_\_\_, 2015 by and between the City and New Madrid County, Missouri).

“Reimbursable Developer Costs” means the costs of the Work identified on the Certificate of Reimbursable Redevelopment Project Costs approved by the City in accordance with this Section plus interest on such costs accruing at a rate of 3.0% per annum (assuming a 30/360 year) from the date that the Certificate of Reimbursable Redevelopment Project Costs is approved or deemed approved by the City pursuant to **Section 1**.

“TIF Revenues” means incremental real property taxes and economic activity taxes described in Sections 99.845.1(2)(a) and 99.845.3 of the Act, respectively, generated from RPA 1; provided, however, (i) the City shall have no obligation to include incremental utility taxes (if any) within this definition unless the Developer provides the City with copies of utility bills from businesses located in RPA 1 prior to the end of the applicable Calculation Period and (ii) economic activity taxes attributable to businesses that relocate into RPA 1 from elsewhere in the City (other than the movie theatre to be constructed as part of the Work) will be declared as “surplus” pursuant to the Act, returned to the applicable taxing districts and otherwise excluded from this definition.

(b) On each Payment Date and subject to annual appropriation, the City shall apply the TIF Revenues during the preceding Calculation Period as follows:

(i) The sum of \$1,000 shall be retained by the City as an administrative fee; and

(ii) The remaining TIF Revenues shall be paid to the City and the Developer, as applicable, for the reimbursement of the Infrastructure Improvement Costs and the Reimbursable Developer Costs. 46.7% of the remaining TIF Revenues shall be paid to the City and the 53.3%



of the remaining TIF Revenues will be paid to the Developer (which percentages represent the estimated ratio of Infrastructure Improvement Costs and Reimbursable Developer Costs, respectively, to the sum of Infrastructure Improvement Costs and Reimbursable Developer Costs) so long as payments are due to both entities on a Payment Date. If no further payments are due to one party then 100% of the remaining TIF Revenues shall be paid to the other party.

Notwithstanding anything to the contrary in this Section, the City and the Developer shall only be reimbursed up to the amount of the Infrastructure Improvement Costs or the Reimbursable Developer Costs. Simultaneously with each Payment Date, the City shall provide the Developer with a written accounting showing the amount of TIF Revenues collected during the Calculation Period, the application of the TIF Revenues pursuant to this Section and the outstanding balance of Infrastructure Improvement Costs and Reimbursable Developer Costs (including accrued, but unpaid interest) not yet reimbursed. [\*Note: we will provide City with an Excel Spreadsheet model to assist with these calculations\*]

(c) Notwithstanding anything to the contrary contained herein, in lieu of the payments described in (b), the City may issue bonds, notes or other obligations secured by TIF Revenues and use the sale proceeds of the bonds, notes or other obligations to pay Infrastructure Costs and Reimbursable Developer Costs. The Developer shall cooperate in good faith if the City decides to pursue any such issuance of bonds, notes or other obligations.

(d) The Developer shall cause all businesses located in RPA 1 to provide a consent to the release of confidential sales tax information to the City, in a form acceptable to the City, for the limited purpose of preparing and approving budgets, appropriation requests and other actions contemplated by this Agreement.

#### **Section 6. Annual Appropriation.**

(a) The City is obligated only to make the payments set forth in Section 5 as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then-current fiscal year. The City agrees to cause the officials and employees in charge of drafting a budget to include the appropriations contemplated by this Agreement in the annual budgets presented to the City Council for its consideration. If TIF Revenues are generated, but no funds are legally appropriated or otherwise legally made available to make the required payments by this Agreement (an "Event of Nonappropriation"), this Agreement will terminate at the end of the City's then-current fiscal year. After the occurrence of an Event of Nonappropriation, the City must immediately post notice of such Event of Non-Appropriation on the EMMA system maintained by the Municipal Securities Rulemaking Board (or if the EMMA system has been discontinued, a system nationally recognized for communicating material events relating to municipal bonds).

(b) The obligation of the City to make the payments hereunder constitutes a current expense of the City, is from year to year, and does not constitute a mandatory payment obligation of the City in any fiscal year beyond the then-current fiscal year of the City. The City's obligations hereunder shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional, charter or statutory limitation or requirement concerning the creation of indebtedness by the City, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of the City.

**Section 7. Representations, Warranties and Covenants.**

(a) **By the City.** The City represents, warrants, covenants and agrees as a basis for the undertakings on its part contained herein that:

(i) The City is a home-rule City organized and existing under the laws of the State of Missouri and its Charter, and by proper action has been duly authorized to execute, deliver and perform this Agreement.

(ii) To the best of the City's knowledge, there are no lawsuits either pending or threatened that would affect the ability of the City to perform this Agreement.

(b) **By the Developer.** The Developer represents, warrants, covenants and agrees as the basis for the undertakings on its part herein contained that:

(i) The Developer is a limited liability company duly organized and existing under the laws of the State of Missouri, and has power to enter into, and by proper action has been duly authorized to execute, deliver and perform, this Agreement.

(ii) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, conflicts with or results in a breach of any of the terms, conditions or provisions of any restriction, agreement or instrument to which the Developer is now a party or by which the Developer is bound.

(iii) There are no lawsuits either pending or threatened that would affect the ability of the Developer to proceed with the completion of the Work.

(iv) The Developer agrees to maintain commercial general liability insurance for the Work in a policy amount of not less than the then-current absolute statutory waivers of sovereign immunity in Sections 537.600 and 537.610 of the Revised Statutes of Missouri, as amended, as may be revised annually by the Missouri Department of Insurance. The Developer further agrees to name the City as an additional insured with respect to such policy and to annually provide evidence of such insurance policies to the City.

(v) The Developer agrees to either (1) maintain a net worth of at least \$500,000 and to annually provide evidence to the City of such net worth throughout the term of this Agreement, (2) provide a guaranty (in form and substance reasonably acceptable to the City's legal counsel) of the Developer's obligations to indemnify the City, as provided in this Agreement, by an entity having a net worth of at least \$500,000 or (3) annually provide evidence of contractual liability insurance (in form and substance reasonably acceptable to the City's legal counsel) that insures the Developer's obligations to indemnify the City, as provided in this Agreement.

**Section 8. Termination.** This Agreement shall terminate upon the earliest of any of the following:

(a) the end of the current fiscal year in which there occurs an Event of Nonappropriation by the City;



- (b) the vacating of RPA 1 by all sales tax generating businesses for more than three (3) consecutive months;
- (c) the satisfaction of all payments due under **Section 5(b)**; or
- (d) January 5, 2038.

**Section 9. Default and Remedies.**

(a) *Events of Default.* The following shall be events of default ("Events of Default") with respect to this Agreement:

(i) If any material representation made by a party in this Agreement, or in any certificate, notice, demand or request made by a party, in writing and delivered to the other party pursuant to or in connection with this Agreement proves to be untrue or incorrect in any material respect as of the date made; or

(ii) Breach by a party of any material covenant, warranty or obligation set forth in this Agreement.

(b) *Remedies on Default.* In the case of an Event of Default by a party hereto or any successors to such party, such party or successor shall, upon written notice from another party, take immediate action to cure or remedy such Event of Default within sixty (60) days after receipt of such notice. If the Event of Default is not cured or remedied within such sixty (60) day period (or, in the case of Events of Default that cannot be cured within a sixty (60) day period, the defaulting party does make reasonable process toward curing the default and does not notify the aggrieved party of when default will be cured), then the aggrieved party may terminate this Agreement or institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default, including but not limited to, proceeding to compel specific performance by the party in default of its obligations. The prevailing party in any such proceedings shall be additionally entitled to recover court costs, costs of litigation or discovery and reasonable attorneys' fees from the non-prevailing party.

(c) *Other Rights and Remedies of Parties; Delay in Performance Waiver.*

(i) Any delay by a party in instituting or prosecuting any actions or proceedings or otherwise asserting their rights under this Agreement shall not operate to act as a waiver of such rights or to deprive them of or limit such rights in any way (it being the intent of this provision that the parties should not be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedies provided in this Agreement because of concepts of waiver, laches or otherwise); nor shall any waiver in fact made by a party with respect to any specific Event of Default by a party under this Agreement be considered or treated as a waiver of the rights of a party under this Section or with respect to the particular Event of Default, except to the extent specifically waived in writing by the other parties.

(ii) The rights and remedies of the parties to this Agreement (or their successors in interest) whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party of any one or more of such remedies shall not preclude the exercise by it, at the time or different times, of any other such remedies for the same Event of Default by another party. No waiver made by any party with respect to the performance, nor the manner of time thereof, or any

obligation of another party or any condition to its own obligation under the Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of another party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect to regard to any other rights of the party making the waiver or any other obligations of another party.

(iii) Neither the City nor the Developer, nor any successor in interest, as the case may be, shall be considered in breach of, or in default of, any of its obligations under this Agreement or otherwise with respect to the RPA 1 Redevelopment Project, or progress in respect thereto, in the event of delay in the performance of any such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to acts of God, acts of a public enemy, acts of federal, state or local government (other than the City), litigation instituted by third parties, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, acts of nature, unusually severe weather or delays of subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such delay, the time or times for performance of such obligations by the City or the Developer shall be extended for the period of the enforced delay; provided, that the party seeking the benefit of the provisions of this Section, shall within thirty (30) days after the beginning of any such enforced delay, have first notified the other party thereof in writing, of the cause or causes thereof, and requested an extension of the period of delay.

**Section 10. Amendment or Modification.** The parties to this Agreement may amend or modify this Agreement only by written instrument duly executed by the parties hereto.

**Section 11. Third Party Rights.** No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement.

**Section 12. Scope.** This Agreement constitutes the entire Agreement between the parties, and no statements, promises or inducements that are not contained in this Agreement will be binding on the parties.

**Section 13. Severability.** If any part, term or provision of this Agreement is held by a court of law to be illegal or otherwise unenforceable, such illegality or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term or provision was never part of this Agreement.

**Section 14. Transferability.** This Agreement may not be assigned by the Developer without the express written approval of the City unless such assignment is to an entity succeeding to all or substantially all of the business of the Developer or to an entity controlled by the Developer or under common control with the Developer (in which case the Developer shall provide notice to the City of such assignment within 10 days from the date of such assignment).

**Section 15. Notice.** Any notice required or permitted by this Agreement will be deemed effective when personally delivered in writing or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified, return receipt requested, and addressed as follows:

The City: City of Sikeston  
105 E. Center Street  
Sikeston, Missouri 63801  
Attn: City Manager

With a copy to: Charles Leible, Attorney at Law  
371 N. Kingshighway  
Sikeston, Missouri 63801

And: Gilmore & Bell, P.C.  
One Metropolitan Square  
211 N. Broadway, Suite 2350  
St. Louis, Missouri 63102  
Attn: Mark D. Grimm, Esq.

The Developer: Sikeston Development Company, LLC  
1 Park Avenue  
Wilson, Arkansas 72395  
Attn: John H. Johnson, Manager

With a copy to: Michael L. Bohannon  
670 N. Ranney Street  
Sikeston, Missouri 63801

**Section 16. Immunity.** Nothing contained in this Agreement constitutes a waiver of the City's sovereign immunity under any applicable state law.

**Section 17. Jurisdiction and Venue.** Personal jurisdiction and venue for any civil action commenced by either party to this Agreement shall be deemed to be proper only if such action is commenced in the Circuit Court of Scott County, Missouri. The Developer expressly waives its rights to bring such action in or to remove such action to any other court whether state or federal.

**Section 18. Missouri Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Missouri.

**Section 19. Federal Work Authorization Program.** Simultaneously with the execution of this Agreement, the Developer will provide the City with an affidavit and documentation meeting the requirements of Section 285.530, RSMo.

**Section 20. Counterparts.** This Agreement may be executed in several counterparts, which shall constitute one and the same instrument.

**Section 21. City Fees.** Simultaneously with the execution of this Agreement, the Developer shall pay the City the sum of not to exceed \$ \_\_\_\_\_ for legal and other fees and expenses incurred in connection with the preparation of this Agreement. \*This Section can be deleted if all City fees are covered by funds deposited pursuant to the Preliminary Funding Agreement\*

**[Remainder of Page Intentionally Left Blank]**



**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed and the City has caused its seal to be affixed hereto and attested as of the date first written above.

**CITY OF SIKESTON, MISSOURI**

By: \_\_\_\_\_  
Name: Jerry Pullen  
Title: Mayor

(SEAL)

ATTEST:

By: \_\_\_\_\_  
Name: Carroll Couch  
Title: City Clerk

**SIKESTON DEVELOPMENT COMPANY,  
LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**  
**RPA 1 DESCRIPTION**

## **EXHIBIT B**

### **DESCRIPTION OF WORK**

The "Work" includes the construction of an approximately 25,000 square foot movie theatre within RPA 1 and associated property acquisition, site preparation, utility extensions, and public improvements within RPA 1 to support the movie theatre and other development within RPA 1 (but not including the Infrastructure Improvements).

**EXHIBIT C**

**FORM OF CERTIFICATE OF REIMBURSABLE PROJECT COSTS**

Certificate of Reimbursable Project Costs

TO: City of Sikeston, Missouri  
105 E. Center Street  
Sikeston, Missouri 63801  
Attention: City Manager

**Re: City of Sikeston, Missouri, RPA 1 – Sikeston 60 West Redevelopment Area**

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Redevelopment Agreement dated as of \_\_\_\_\_, 2015 (the “*Agreement*”) between the City of Sikeston, Missouri (the “*City*”) and Sikeston Development Company, LLC (the “*Developer*”). In connection with said Agreement, the undersigned hereby states and certifies that:

1. Each item listed on **Schedule 1** hereto is a Developer Reimbursable Cost that was incurred in connection with the completion of the Work.
2. These Developer Reimbursable Costs have been paid by the Developer and are reimbursable under the Act and the Agreement.
3. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.
4. All necessary permits and approvals required for the Work are in full force and effect.
5. If any cost item to be reimbursed under this Certificate is deemed not to constitute a “redevelopment project cost” within the meaning of the Act, the Developer shall have the right to substitute other eligible Developer Reimbursable Costs for payment hereunder.
6. The Developer is not in default or breach of any term or condition of the Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**SIKESTON DEVELOPMENT COMPANY,  
LLC**

By: \_\_\_\_\_  
[Name], [Title]



Approved for Payment this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_:

**CITY OF SIKESTON, MISSOURI**

By: \_\_\_\_\_  
[Name], [Title]

## **INTERGOVERNMENTAL COOPERATION AGREEMENT**

**THIS INTERGOVERNMENTAL COOPERATION AGREEMENT** (this "Agreement") is entered into on this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by and among the **CITY OF SIKESTON, MISSOURI**, a charter city and political subdivision of the State of Missouri (the "City"), and **NEW MADRID COUNTY, MISSOURI**, a county and political subdivision of the State of Missouri (the "County," and together with the City, the "Parties").

### **RECITALS**

**A.** The Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended (the "TIF Act"), authorizes municipalities to undertake redevelopment projects in blighted, conservation or economic development areas, as defined in the TIF Act.

**B.** The City is considering approval of The Sikeston 60 West Tax Increment Financing Redevelopment Plan (the "Redevelopment Plan"), which proposes the redevelopment of approximately 185 acres generally located north of Highway 60 and west of the existing Wal-Mart Supercenter (the "Redevelopment Area").

**C.** Sikeston Development Company, LLC (the "Developer") has submitted a proposal (the "Proposal") to redevelop the Redevelopment Area for a mix of commercial and light industrial uses.

**D.** The Proposal requests that the City fund the extension of Hennings Drive, the extension of Stallcup Drive and the construction of a new roadway connecting Hennings Drive and Stallcup Drive within the Redevelopment Area (the "Infrastructure Improvements") so that parcels within the Redevelopment Area will have adequate road access to allow for development.

**E.** The City and the County believe that the completion of the Infrastructure Improvements will benefit the residents of the City and the County and is necessary to cure certain blighted conditions in the Redevelopment Area and further the objectives of the Redevelopment Plan.

**F.** Pursuant to Section 70.220 of the Revised Statutes of Missouri, as amended, the City and the County are permitted to cooperate to cause the completion of the Infrastructure Improvements.

### **AGREEMENT**

Now, therefore, in consideration of the premises and promises contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**Section 1. Conditional Effectiveness of This Agreement.** Notwithstanding anything to the contrary contained herein, this Agreement shall become null and void if the City does not approve the Redevelopment Plan prior to December 31, 2015.

**Section 2. Construction of the Infrastructure Improvements.** The City shall have sole responsibility to oversee the construction of the Infrastructure Improvements in the same manner as similar public works projects undertaken by the City.

**Section 3. Funding of the Infrastructure Improvements.**

(a) The City shall advance the costs of completing the Infrastructure Improvements from available reserve funds held by the City. The Parties acknowledge that the Infrastructure Improvements are estimated to cost \$710,000. The City shall promptly notify the County if the City believes the actual cost of the Infrastructure Improvements, after engineering and/or bidding, will exceed such amount by more than 10%.

(b) The City shall apply tax increment financing revenues generated within the portion of the Redevelopment Area described as "RPA 1" in the Redevelopment Plan (the "RPA 1 TIF Revenues") in the following order:

(1) to pay administrative costs as provided in the Redevelopment Agreement dated as of \_\_\_\_\_, 2015 between the City and the Developer (the "Redevelopment Agreement");

(2) 46.7% of the remaining RPA 1 TIF Revenues (the "Available City Revenues") to reimburse the City for costs of the Infrastructure Improvements, plus interest thereon at a rate of 3.0% per annum; and

(3) to pay other redevelopment project costs in the manner provided in the Redevelopment Agreement.

(c) For the purpose of determining the specific amount of reimbursement due to the City:

(1) the City will be deemed to have advanced \$710,000 as of the date it commences work on the Infrastructure Improvements and interest on such amount will begin accruing on such date (calculated on a 30/360 basis);

(2) the cost of the Infrastructure Improvements will be amortized over a 15-year period that begins on the first day of the first calendar quarter (i.e., January 1, April 1, July 1 or October 1) following the first receipt of sales tax revenues generated from the movie theatre to be constructed in RPA 1;

(3) if the cost of the Infrastructure Improvements exceeds \$710,000, then such additional cost shall be amortized within the remaining term of the 15-year period referenced above and interest on any such cost will begin to accrue on the date that the cost was incurred (for example, if the 15-year amortization period began July 1, 2016, but costs over \$710,000 were not incurred until May 15, 2020, then such costs would accrue interest beginning on May 15, 2020 and be amortized during the period from July 1, 2020 to July 1, 2031); and

(4) if the cost of the Infrastructure Improvements is less than \$710,000, then the difference between \$710,000 and the cost of Infrastructure Improvements shall be accounted as a principal payment as of the date upon which the City certifies it has completed the Infrastructure Improvements (which shall be no later than December 31, 2025).

(d) If the Available City Revenues are greater than the amortized cost of the Infrastructure Improvements for the applicable period, then Available City Revenues will be applied to the prepayment of the Infrastructure Improvements;

(e) If the Available City Revenues are less than the amortized cost of the Infrastructure Improvements for the applicable period, then the County shall pay to the City an amount equal to 50% of the shortfall. Such payment shall be made annually on each September 1. The City shall notify the County of any payment due at least 30 days before each annual payment date.

**Section 4. Collection of TIF Revenues.** The Parties agree to take all reasonable actions necessary to cause tax increment financing revenues to be paid into the City's Special Allocation Fund, including the County's enforcement and collection of all payments in lieu of taxes and County-imposed sales taxes.

**Section 5. Entire Agreement.** This Agreement contains the entire agreement of the Parties hereto with respect to the subject matter hereof. This Agreement cannot be altered, amended or modified except by written instrument executed by the Parties, as provided herein. No custom, act, forbearance or words or silence at any time, gratuitous or otherwise, shall impose any additional obligation or liability upon any Party or waive or release any Party from any default or the performance or fulfillment of any obligation or liability or operate as against either Party as a supplement, alteration, amendment or change of any terms or provisions set forth herein unless set forth in a written instrument duly executed by such Party. The failure of any Party to exercise any rights or remedies shall not release any other Party from its obligations hereunder.

**Section 6. Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respects, 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.

[Remainder of Page Intentionally Left Blank]



**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed on the day and year first written above.

**CITY OF SIKESTON, MISSOURI**

By: \_\_\_\_\_  
Name: Jerry Pullen  
Title: Mayor

(SEAL)  
ATTEST:

\_\_\_\_\_  
Name: Carroll Couch  
Title: City Clerk

**NEW MADRID COUNTY, MISSOURI**

By: \_\_\_\_\_  
Name: Clyde Hawes  
Title: Presiding Commissioner

By: \_\_\_\_\_  
Name: Don Day  
Title: Commissioner

By: \_\_\_\_\_  
Name: Mark Baker  
Title: Commissioner

(SEAL)  
ATTEST:

\_\_\_\_\_  
Name: Clement Cravens  
Title: Clerk of the County Commission

# **Council Letter**

---

Date of Meeting: 15-01-05

Originating Department: Public Safety

To the Mayor and City Council:

Subject: Award of 911, Records Management and Computer Aided Dispatch Software &  
Hardware Purchase

Attachment(s):

1. None

Action Options:

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

Background:

Material will be presented during the January 5 meeting.

# **Operations Reports**

---

1. Sikeston Municipal Court – November 2014
2. Sikeston Convention & Visitors Bureau – For period ended December 10, 2014

MUNICIPAL DIVISION REPORTING FORM

I. COURT INFORMATION				Contact information same as last report			
Municipality:SIKESTON				Period:November, 2014			
Mailing Address:105 E. CENTER ST.				Vendor: Tyler Technologies			
Physical Address:105 E. CENTER ST.				County:SCOTT COUNTY		Circuit:33RD	
Telephone Number: (573) 475-3705				Fax Number: (573) 471-1526			
Prepared by:PAT COX				E-mail:courtclerk@sikeston.org		Notes	
Municipal Judge(s):FRANKLIN MARSHALL				Prosecuting Attorney:DANIEL F. NORTON			
=====							
II. MONTHLY CASELOAD INFORMATION		A/D Traffic	Other	Non-Traffic			
A. Cases pending - 1st Month		108	1,238	2,976			
B. Cases filed		0	108	92			
C. Cases Disposed							
1. Jury Trial		0	0	0			
2. Court/Bench Trial -Guilty		0	0	0			
3. Court/Bench Trial -Not Guilty		0	0	0			
4. Plea of Guilty in Court		0	6	9			
5. BF and Viol. Bureau Citations		1	42	60			
6. Dismissed by Court		0	12	11			
7. Nolle Prosequi		0	0	1			
8. Certified for Jury Trial		0	0	0			
9. TOTAL CASE DISPOSITIONS		1	60	81			
D. Cases pending - End of Month		107	1,286	2,987			
E. Trial de Novo - Appeal filed		0	0	0			
=====							
III. WARRANT INFORMATION				IV. PARKING TICKETS			
1. Total Issued		42	Issued		3		
2. Total served/withdrawn EOM		39	[ ] No parking tickets				
3. Total Outstanding EOM		410					
=====							
V. NET REVENUE COLLECTED							
Fines	\$	12,313.57	Restitution	\$	4,537.56		
Clerk/Court Fee (Costs)	\$	1,199.78	Parking Ticket	\$	0.00		
Jud Ed Fund	\$	0.00	Bond Forf	\$	0.00		
[ X] No JEF collection			Bond refunds	\$	1,959.80-		
Peace Officer (POST)	\$	299.68	Other Disbursements				
Crime Victims Comp (CVC)	\$	749.13	OCVC	\$	0.00		
Law Enf Training (LET)	\$	0.00	OILF	\$	0.00		
Domestic Viol Shelter	\$	225.97	OCOURT COST	\$	0.00		
Inmate Sec Fund	\$	199.74	Tot Disbursements	\$	17,862.32		
Sheriffs' Retirement Fund	\$	276.69					

Office of State Court Administrator, Statistics  
2112 Industrial Drive, P.O. Box 104480, Jefferson City, MO 65110  
OSCA Help Desk: 1-888-541-4894      Research Unit Fax: 573-526-0338  
E-mail: swjis.reports@courts.mo.gov





## **CVB Operations Report For the Period Ending December 10, 2014**

### **FY-15 Marketing Campaign**

#### **A. FY-15 Fall/Winter Program:**

1. State funding in place - \$11,965.00
2. Advertising reserved/placed:
  - a. Missouri Life:
    - 1) Summer, Dropped July 30, Rodeo theme
    - 2) Fall, Dropped August 30, Cotton theme
    - 3) Spring, May, 2015 pending
  - b. Show-Me Missouri:
    - 1) Fall, Dropped August 15, Fall events calendar
    - 2) Winter, Dropped November 1, Antiques, Shopping, Dining & Lodging
    - 3) Spring, February 2015, pending
    - 4) Summery, May 2015, pending
  - c. St. Louis Magazine:
    - 1) Fall, Dropped August 30, Fall events calendar
    - 2) Spring, March edition, pending
    - 3) Summer, June edition, pending
  - d. Madden Fall Vacation Guide Insert,
    - 1) Fall, Dropped September 15, Theme: *Explore, Experience, Enjoy-Sikeston*
    - 2) Spring, pending
  - e. Midwest Traveler
    - 1) Spring, May 2015, pending
  - f. Traveler Fun Insert
    - 1) Spring, April 2015, pending
3. Other marketing:
  - a. Updated CVB I-Brochure
  - b. Updated CVB Mobile Application
  - c. Brink, Downtown Sikeston tabloid
    - 1) November-December activities
    - 2) Feb-March 2015 edition, pending
  - d. Facebook Initiative in-progress
  - g. Design of new website complete, Anticipated go-live date, 12-25-14
  - h. "55 Things to do in Sikeston" promotion, in-progress
  - i. Assisted with 3 tour groups
  - j. Provided hospitality bags to these and Depot tour groups

k. Community Promotions Meetings conducted as follows:

- 1) September 23: 11 event coordinators in attendance; Ride-the-Fault Bike Ride (Rodney McConnell is in need of an adult event for up to 400 riders on Friday, June 19.)
- 2) October 28: 18 event coordinators in attendance. Group focusing on additional Rodeo events; Miner wishes to conduct 4<sup>th</sup> of July event; Quilt Show moved to Miner Convention Center; and new event – Sikeston Film Festival scheduled for July 2015;
- 3) November 18: Rodeo Enhancement Working Committee - 12 representatives from Jaycees, Downtown, Chamber, City Council, Parks Division, Little Theatre and Sikeston Outlet Stores present.

New rodeo week activities being pursued:

Pancake Breakfast: Wed., Aug. 5, Jason Davis, Anchor Church, Downtown

BBQ Cook-off: date undetermined – John Graham

"Cowboy Christmas" open to local and rodeo vendors: Susan Lawrence and Kyla Evans seeking viable locations; once location confirmed Chamber and CVB will work with Ryan Lindsey to coordinate event.

Bus Shuttle: Susan Lawrence

Behind-the- Scenes Chute Tour: Jaycees

Family Melodrama: Sikeston Little Theatre (may not be available for 2015)

Community promotion enhancements being pursued:

Retail Events: Kyla Evans, Susan Lawrence & Linda Lowes

Rodeo theme decorations throughout community: Kyla, Susan & Linda

Brochure providing Rodeo Week event information, locations w/map: CVB

Stage Coach/Wagon rides: have been unable to locate vendor, CVB

- 4) 2015 Calendar of Events: Date compiled, materials being proof-read by event sponsors. Brochures to be printed late December/early January.
- 5) Kathy Medley attended Rust Publishing seminar on their new web event calendar.
- 6) Lowes attended board meetings of Historic Downtown Sikeston and Sikeston Cultural Development Corp. (Depot).

B. Other Marketing Opportunities:

1. Karen Wade has presented concept for short-term St. Louis billboard rentals. She is finalizing location and cost proposal.
2. Karen Wade creating St. Louis area radio/television packages promoting Sikeston and area events for CVB consideration. Proposal being finalized. Will need corporate sponsors.
3. Regional wineries have contacted Kathy Medley in regard to CVB sharing billboard space in the Ste. Genevieve region.

FY-16 State Marketing Program:

- A. CVB's FY-16 Promote MO Funding has been increased to \$20,000. (FY-14, \$12,000)
- B. Program details to be released February 2015: Applications due May 1, 2015.

## FY-15 MARKETING CAMPAIGN RESULTS:

Travelgram – Email Promotion Fall 2015				
Release Date	Number Released	Open Rate	Click Rate	Click-through Destinations in Order of Popularity
7/18/14	5,964	14.60% (835)	3.6% (30)	CVB Landing Page, Rodeo, CVB E-Brochure, Wine Trail, Depot Museum, Fishing Trail, Downtown Sikeston, Antique/Art Trail
7/24/14	876	28.5% (242)	3.3% (8)	CVB Landing Page, Wine Trail, Downtown Sikeston, Antique/Art Trail, Group Tours
8/14/14	170	16.5% (27)	3.7% (1)	CVB Landing Page
10/03/14	1,669	17% (278)	6.5% (18)	CVB Landing Page, Wine Trail, Fishing Trail, Beggs Family Farm, I-Brochure, Antiques Tour, Nature Tour, and Veterans' Memorial Tour
10/09/14	274	12.8% (34)	8.8% (3)	CVB Landing Page, and Beggs Family Farms
10/24/14	282	10% (26)	3.8%	Wine Trail
11/06/14	8,398	10% (823)	4.1% (34)	CVB Landing page, Wine Trail, Downtown Sikeston, E-Brochure, Depot Museum, Fishing Trail, Art & Antiques Trail, Nature Trail, Veterans Driving Tour
11/20/14	642	10% (59)	1.7% (1)	CVB Landing Page

Open and click rates are analyzed using the Travelgram's day of distribution. The Travelgram is released late Thursday or early Friday. (Research shows these distribution dates have the best results)

Travelgram subject matter and presentation are also examined to identify trends. Open rates are much higher when emphasis is placed on multiple events, rather than focusing on our 2 major events (rodeo and Cotton Ramble). Travelgram presentation will be changed to appeal to a greater audience with the goal of increasing the Click Rate.

## VisitSikeston.Com performance per Google Analytics:

www.VisitSikeston.Com Monthly Activity					
Period - 2014	Total Sessions	Page Views	Pages/Session	Avg. Duration	New Visits
January	605	1,383	2.29	00:01:28	84.46%
February	2,337	6,166	2.34	00:01:49	78.95%
March	4,077	8,817	2.16	00:01:39	79.62%
April	3,487	7,406	2.12	00:01:45	77.63%
May	3,463	7,708	2.23	00:01:33	79.90%
June	3,891	8,680	2.23	00:01:33	81.60%
July	4,437	10,084	2.27	00:01:39	79.54%
August	3,991	9,037	2.26	00:01:40	77.70%
September	3,518	7,289	2.07	00:01:25	78.68%
October	3,258	6,902	2.12	00:01:35	77.96%
November	2,660	4,981	1.87	00:01:14	78.20%

<b>www.visitsikeston.com Top Ten Points of User Origination</b>	
<b>January 1-November 30, 2014</b>	
Sikeston	2,517 – 6.99%
St. Louis	1,802 - 5.00%
Cape Girardeau	1,753 - 4.87%
Afton	1,214 – 3.37%
Wichita	1,193 – 3.31%
Chicago	1,030 – 2.86%
Memphis	983 – 2.73%
Bowling Greene	825 – 2.29%
Topeka	753 – 2.09%
Kansas City	404 – 1.12%

<b>www.visitsikeston.com SEM Tracking Results (Google Ad Words)</b>					
Month	Clicks	Impressions	CTR	Most Popular Ad Groups	Most Popular Keywords
January	948	18,113	5.23%	Dining, Attractions, Shopping	Things to do, Outlet Shopping, Lamberts, Shopping
February	1,072	36,076	2.97%	Events, Shopping, Attractions	Visit Sikeston, things to do, places to eat, outlet shopping
March	1,745	52,153	3.35%	Attractions, Events, Shopping	Visit Sikeston, museums, things to do, Lamberts, outlet shopping
April	1,428	42,163	3.39%	Events, Attractions, Shopping, Fishing	Sikeston Attractions, Lamberts
May	1,343	35,866	3.74%	Events, Shopping, Attractions, Parks	Visit Sikeston, Outlet mall, events, Lamberts, museums
June	1,383	30,093	4.60%	Events, Shopping, Attractions, Parks	Parks, Sikeston events, Outlet shopping, Things-to-do, Visit Sikeston
July					
August	1,699	39,699	4.27%	Events, Shopping, Attractions, Fishing	Outlet shopping, Lamberts, Visit Sikeston, Sikeston Tourism, things-to-do
September	1,456	38,035	3.83%	Events, Shopping Attractions, Dining	Lamberts, Outlet Shopping, Visit Sikeston, Events
October	1,141	34,773	3.28%	Events, Shopping, Attractions, Dining	Outlet Shopping, Sikeston Restaurants, Events, Lamberts
November	1,062	30,531	3.48%	Shopping, Events, Attractions, Dining	Sikeston Tourism, Lamberts, Outlet Shopping, things-to-do, Calendar
December					

Click-through-Rate (CTR) reflects level of reader engagement. Industry average CTR – 2.92%

<b>1-800 Call Statistics</b>						
Period: - July 1 through September 30	Total Calls	In-State Market	Primary Market	Secondary Market	Collateral Market	Other
FY-13	75	48	19	2	0	6
FY-14	56	33	11	2	0	10
FY-15	197	133	33	12	0	19



**SIKESTON CONVENTION & VISITORS BUREAU**  
**FY-15 MARKETING CAMPAIGN**  
**MADDEN MO FALL INSERT**

	<u>FY-15</u>	<u>FY-14</u>	<u>FY-13</u>	<u>FY-12</u>	<u>FY-11</u>
<b>COST</b>	\$2,635	\$2,635	\$2,693	\$2,600	\$2,600
<b>LEADS</b>	3,886	6,028	5,442	5,328	4,022
<b>CPI</b>	\$ 0.68	\$0.44	\$ 0.49	\$0.49	\$0.65

**CIRCULATION:** 640,000

**GEOGRAPHIC MARKET:**

MO, IL, IN, OH, IA, KS, OK, AR, TX, FL

<b>TARGET GEO. MARKET LEAD COUNT</b>		
MO	681	18%
<b>PRIMARY MARKET</b>		
AR	46	1%
IL	670	17%
IN	143	4%
KS	171	4%
KY	63	2%
OH	127	3%
TN	115	3%
TX	193	5%
	1528	39%
<b>SECONDARY MARKET</b>		
IA	128	3%
FL	118	3%
OK	116	3%
NE	14	0%
	376	10%
<b>COLLATERAL MARKET</b>		
MI	61	2%
MN	66	2%
WI	96	2%
	223	6%

<b>TOTAL TARGET MARKET LEADS</b>	2,808	72%
<b>OTHER LEADS</b>	1,078	28%
	3,886	100%

LAUNCH DATE: 09/18/14

12/10/2014

CAMPAIGN LENGTH: 19 Weeks

<b>MARKET MIX</b>		
IN STATE MKT	681	18%
OUT-STATE MKT	2,956	76%
INTERNATIONAL	249	6%
	3,886	100%

<b>GEO. TARGET MARKET MIX</b>		
Instate	681	18%
Primary	1,528	39%
Secondary	376	10%
Collateral	223	6%
	2,808	72%

<b>MISSOURI LEAD ANALYSIS</b>		
St. Louis	268	39%
KC	134	20%
Columbia	101	15%
Springfield	54	8%
Other, Out-State	124	18%
	681	100%

<b>TOP METRO MARKETS (By Zip Code)</b>	
<u>Metro Area</u>	<u>Weeks</u>
St. Louis	11
Kansas City	11
Chicago	11
Wichita	7
Tulsa	8
Memphis	5
Indianapolis	10
Des Moines	9
Fort Worth	6
Oklahoma City	5
Louisville, KY-IN	6
Springfield, MO	8

<b>LEADS WITH INCOMES &gt; \$70,000</b>	
INC LEVEL AS % ALL LEADS	
INC. LEVEL AS % OF GEO MKT	
<b>LEAD INCOME ANALYSIS AS PERCENTAGE OF MARKET</b>	
MO MKT	
PRIMARY MKT	
SECONDARY MKT	
COLLATERAL MKT	
ALL GEO MARKET LEADS	

<b>LEADS WITH INCOMES \$55,999-\$69,999</b>	
INC LEVEL AS % ALL LEADS	
INC. LEVEL AS % OF GEO MKT	
<b>LEAD INCOME ANALYSIS AS PERCENTAGE OF MARKET</b>	
	Target
MO MKT	
PRIMARY MKT	
SECONDARY MKT	
COLLATERAL MKT	
ALL GEO MARKET LEADS	

<b>CANADIAN MARKET ANALYSIS</b>		
Ontario	113	45%
Alberta	31	12%
British Columbia	31	12%
Quebec	24	10%
Other	50	20%
	249	

VacationFun.com Clicks	208
VacationFun.com Leads	1,943
Ebrochure leads	3,017

# January 2015

## Monthly Planner

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday																																										
<div>Dec 2014</div> <table> <tr><td>S</td><td>M</td><td>T</td><td>W</td><td>T</td><td>F</td><td>S</td></tr> <tr><td></td><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td></tr> <tr><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td></tr> <tr><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td></tr> <tr><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td></tr> <tr><td>28</td><td>29</td><td>30</td><td>31</td><td></td><td></td><td></td></tr> </table>				S	M	T	W	T	F	S		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31				<div>1</div> <div>New Years Day - City Offices Closed</div>	<div>2</div>	<div>3</div>
S	M	T	W	T	F	S																																										
	1	2	3	4	5	6																																										
7	8	9	10	11	12	13																																										
14	15	16	17	18	19	20																																										
21	22	23	24	25	26	27																																										
28	29	30	31																																													
<div>4</div>	<div>5</div> <div>Library Board Meets 4:30 p.m.</div> <div>Regular Council Meeting 5:00 p.m.</div>	<div>6</div>	<div>7</div>	<div>8</div>	<div>9</div>	<div>10</div>																																										
<div>11</div>	<div>12</div> <div>Board of Adjustments Meets 4:00 p.m.</div> <div>Housing Authority Board Meets 12:00 p.m.</div> <div>Park Board Meets 5:15 p.m.</div>	<div>13</div> <div>BMU Board Meets 4:00 p.m.</div> <div>DED Board Meets 11:30 a.m.</div> <div>P&amp;Z Tour - 3:00 p.m.; Meeting - 4:00 p.m.</div>	<div>14</div>	<div>15</div> <div>Council Study Session Meeting 7:00 a.m.</div>	<div>16</div>	<div>17</div>																																										
<div>18</div>	<div>19</div> <div>Martin Luther King Day - City Offices Closed</div>	<div>20</div> <div>LCRA Meets 11:30 a.m.</div>	<div>21</div>	<div>22</div> <div>Strategic Plan Implementation Commission Meets 11:30 a.m.</div>	<div>23</div>	<div>24</div>																																										
<div>25</div>	<div>26</div> <div>Public Safety Meets 6:00 p.m.</div> <div>Special Council Meeting 11:30 a.m.</div>	<div>27</div>	<div>28</div>	<div>29</div>	<div>30</div>	<div>31</div>																																										

# February 2015

## Monthly Planner

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2 Library Board Meets 4:30 p.m.  Regular Council Meeting 5:00 p.m.	3	4	5	6	7
8	9 Housing Authority Board Meets 12:00 p.m.  Park Board Meets 5:15 p.m.	10 BMU Board Meets 4:00 p.m.  DED Board Meets 11:30 a.m.	11	12	13	14
15	16 LCRA Meets 11:30 a.m.  Presidents Day - City Offices Closed	17	18	19 Council Study Session Meeting 7:00 a.m.	20	21
22	23 Special Council Meeting 11:30 a.m.	24 Tourism Advisory Board Meets 4:00 p.m.	25	26 Strategic Plan Implementation Commission Meets 11:30 a.m.	27 Youth In Government Day	28

Jan 2015						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Mar 2015						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

# March 2015

## Monthly Planner

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday																																																																													
1	2 Library Board Meets 4:30 p.m.  Regular Council Meeting 5:00 p.m.	3	4	5	6	7																																																																													
8 Daylight Saving Time Starts	9 Housing Authority Board Meets 12:00 p.m.  Park Board Meets 5:15 p.m.	10 BMU Board Meets 4:00 p.m.  DED Board Meets 11:30 a.m.	11	12	13	14																																																																													
15	16 LCRA Meets 11:30 a.m.  Public Safety Meets 6:00 p.m.	17	18	19 Council Study Session Meeting 7:00 a.m.	20	21																																																																													
22	23	24	25	26 Strategic Plan Implementation Commission Meets 11:30 a.m.	27	28																																																																													
29	30 Special Council Meeting 11:30 a.m.	31	<div>Feb 2015</div> <table> <tr><th>S</th><th>M</th><th>T</th><th>W</th><th>T</th><th>F</th><th>S</th></tr> <tr><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td></tr> <tr><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td></tr> <tr><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td></tr> <tr><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td></tr> </table> <div>Apr 2015</div> <table> <tr><th>S</th><th>M</th><th>T</th><th>W</th><th>T</th><th>F</th><th>S</th></tr> <tr><td></td><td></td><td></td><td>1</td><td>2</td><td>3</td><td>4</td></tr> <tr><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td></tr> <tr><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td></tr> <tr><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td></tr> <tr><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td><td></td><td></td></tr> </table>				S	M	T	W	T	F	S	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	S	M	T	W	T	F	S				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30		
S	M	T	W	T	F	S																																																																													
1	2	3	4	5	6	7																																																																													
8	9	10	11	12	13	14																																																																													
15	16	17	18	19	20	21																																																																													
22	23	24	25	26	27	28																																																																													
S	M	T	W	T	F	S																																																																													
			1	2	3	4																																																																													
5	6	7	8	9	10	11																																																																													
12	13	14	15	16	17	18																																																																													
19	20	21	22	23	24	25																																																																													
26	27	28	29	30																																																																															