

TENTATIVE AGENDAREGULAR CITY COUNCIL MEETING  
SIKESTON CITY HALLMonday, January 27, 2020  
7:30 A.M.

- I. CALL TO ORDER
- II. RECORD OF ATTENDANCE
- III. OPENING PRAYER
- IV. PLEDGE OF ALLEGIANCE
- V. ITEMS OF BUSINESS
  - A. Authorization to Approve Airport Terminal Area Update
  - B. Briefing: Stallcup Building
  - C. 3rd Reading & Consideration, Bill #6177, Rental Lighting Rate
  - D. 3rd Reading & Consideration, Bill #6165, Amend Title III, Chapter 340, Section 340.110 - Utility Vehicles
  - E. 2nd Reading & Consideration, Bill #6166, Authorizing the Sale of Fireworks in the City of Sikeston
  - F. 2nd Reading & Consideration, Bill #6179, Amending Hours of Operation for Entertainment/Amusement Businesses
  - G. 2nd Reading & Consideration, Bill #6180, 60 West TIF District Amendments
  - H. 1st Reading, Bill #6181, Rental Registration/Inspection Program
  - I. Authorization to Purchase Surplus Highway Patrol Vehicle
  - J. Proposal for Recreation Complex/Bootheel Golf Course Master Plan - Gateway Design Studio
  - K. Other Items As May Be Determined During the Course of the Meeting
- VI. ADJOURNMENT INTO EXECUTIVE SESSION
  - Litigation (RSMo 610.021(1))
- VII. ADJOURNMENT

Dated this 22nd day of January 2020

Rhonda Council

Rhonda Council, Deputy City Clerk

# **Council Letter**

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Date of Meeting 20-01-27

Originating Department: Public Works

To the Mayor and City Council:

Subject: Authorization to Submit Terminal Area Update to MoDOT Aviation

Action Options:

1. Submit Terminal Area Update to MoDOT Aviation;
2. Other action the City Council deems appropriate.

Attachments:

1. Terminal Area Plan Update Narrative Report (Waters Engineering)

Background:

The City has been working hard to improve the Sikeston Memorial Airport. After taking back day-to-day management of the airport, we have constructed a new airport terminal, we have sealed and striped our runway, we have renovated our fuel farm and T-Hangars and painted our beacon. Next on our list is to look at our fuel farm and apron area. This is being kicked off by an official terminal area plan update to be submitted MoDOT Aviation.

Waters Engineering conducted the study and met with many stakeholders of the airport. Plans showing different alternatives along with project recommendations and costs are laid out in the attached summary report.

Staff along with Waters Engineering met with stakeholders on December 17, 2019 to review the report and recommendations. All stakeholders commented positively about the recommendations.

We are seeking council's approval to submit the report as presented to MoDOT Aviation. This will update our terminal area plan with MoDOT and will inform MoDOT of our interest and intention to seek 90% grant funding for our Phase 1 project to make apron modifications and purchase a new fuel system.

NARRATIVE REPORT

for the

TERMINAL AREA PLAN UPDATE

for the

SIKESTON MEMORIAL MUNICIPAL AIRPORT

SIKESTON, MISSOURI

Project No. 18-077B-1

Prepared By

Waters Engineering, Inc.  
Sikeston, Missouri

December 18, 2019



**NARRATIVE REPORT FOR THE  
TERMINAL AREA PLAN UPDATE  
SIKESTON MEMORIAL MUNICIPAL AIRPORT**

**December 18, 2019**

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**EXECUTIVE SUMMARY OF THE  
AIRPORT LAYOUT PLAN NARRATIVE REPORT  
SIKESTON MEMORIAL MUNICIPAL AIRPORT**

**December 18, 2019**

An Airport Layout Plan (ALP) is a planning document that recommends means to assure proper and orderly growth of an airport to meet established goals. The last Airport Layout Plan for the Sikeston Airport was completed in 2008.

Since the development of the ALP in 2008 there have been new needs identified with the apron and terminal area, and this narrative report is a summary of the planning efforts, identified needs and the currently proposed improvements for the terminal area.

The revised terminal area drawing produced for this project provides for the following:

1. A Phase 1 project that was proposed to accomplish the following:
  - Modify the apron to maintain the existing number of tie-downs to be located in un-restricted areas.
  - Replace and relocate the fuel system.
  - Provide a seal coat and remark the apron area.
2. The revised terminal area plan includes future projects that were identified with locations and cost estimates. These included the following:
  - New T-hangars.
  - New rectangular hangars.
  - A new maintenance hangar.
3. As part of this project the airport property map was also updated to show new land acquisitions and transfers.



**NARRATIVE REPORT FOR THE  
TERMINAL AREA PLAN UPDATE  
SIKESTON MEMORIAL MUNICIPAL AIRPORT**

**December 9, 2019**

**1. INTRODUCTION.**

The last Airport Layout Plan for the Sikeston Airport was completed in 2008. Since the development of the ALP in 2008 there have been new needs identified with the apron and terminal area, and this narrative report is a summary of the planning efforts, identified needs and the currently proposed improvements for the terminal area.

The planning for the layout of the fuel system was primarily done by Hanson Professional Services, and their narrative for the fuel system planning efforts is included in Appendix 1. The changes regarding the location of the fuel system are the only significant changes in the Terminal Area Plan from the plan done in 2008.

The update of the Terminal Area Drawing, preliminary design layouts and cost estimates were prepared by Waters Engineering using the planning layouts done by Hanson Professional Services as a guide.

**2. EXISTING TERMINAL AREA CONDITIONS.**

**2.1 Fuel System.**

The existing fuel system is described in Appendix 1. The proposed fuel system would be placed in the overflow apron area as noted on the Updated Terminal Area Plan in Appendix 2.

**2.2 Existing Terminal Area Pavements.**

The existing apron provides access to hangars, the administration building and fueling areas. The apron includes several different areas with a mixture of pavement types. Each area is discussed in the following:

**2.2.1 Main Apron Existing Conditions.**

The main apron is at the southern end of the apron system just north of the administration building. The fueling systems are now located at the south end of the main apron, and the main apron is surrounded by large hangars.

In 2007 the eastern section of the main apron was completely replaced with 4 inches of asphalt on 11 inches of crushed stone base. The pavement design was for a 30,000-lb SWG loading.

The western section of the main apron is concrete with a bituminous overlay and was cold milled and given a new bituminous overlay in 2007.

There have been no pavement improvements to the main apron since 2007, and the main apron is due for a seal coat and re-mark.

#### 2.2.2 Overflow Apron Existing Conditions.

The overflow apron is located northwest of the main apron and provides tie-downs for 9 small aircraft. Many of the existing tie-downs are in restricted areas.

The overflow apron was built in 1986 and was given an overlay in 2003. This section needs a seal coat and re-mark.

#### 2.2.3 T-Hangar Area Existing Conditions.

The T-hangar area pavement has not had a major maintenance action since 1974. A pavement maintenance project should also be done on this pavement in the near future.

The slope of the pavement away from the hangars is minimal, and a trench drain was provided along the west side of the hangars to correct ponding. A similar trench drain is needed along the east side of this facility.

### 2.3 Existing Tie-Downs.

The existing apron also provides tie-downs for 18 small aircraft. The main and overflow aprons each have 9 tie-downs.

Portions of overflow apron are beneath the runway protection zone (RPZ) and some of the tie-downs are within the taxilane object-free area (TLOFA).

### **3. PROPOSED PHASE 1 APRON & FUEL SYSTEM IMPROVEMENTS.**

#### **3.1 Fuel System.**

The replacement and relocation of the fuel system is addressed in detail in Appendix 1, and is proposed to be accomplished in the next phase of work at the airport, Phase 1.

As can be noted on the Updated Terminal Area Drawing in Appendix 2, the proposed fuel system would be placed on the overflow apron just outside the RPZ.

#### **3.2 Phase 1 Apron Expansion.**

The Sikeston area has a 4-day rodeo event in August that is generally the peak month for itinerant operations at the airport. This event makes the tie-down demands non-typical from that of most other airports. During rodeo week it has been common that all 18 existing tie-downs have been utilized. Local opinions are that if more tie-downs were provided that more aircraft would utilize the airport during rodeo week.

It is proposed to expand the apron to have 18 tie-downs that will meet the taxilane clearance requirements and not be beneath the RPZ. Only 2 of the tie downs in the overflow apron area are outside the RPZ and the TLOFA, the remaining tie-downs would be sealed over and would not be re-marked.

There are no other areas on the existing apron that could be used for tie-downs. Turf tie-downs could be provided in the areas of the ultimate T-hangars or rectangular hangars.

#### **3.3 Phase 1 Pavement Maintenance.**

It is proposed to provide a seal and replace the pavement markings on all the terminal area pavements.

#### **3.4 Phase 1 Project Cost Estimate.**

The cost estimate for the Phase 1 improvements is noted in Table 1 to be \$1,370,470.

The funding for this project would be as follows:

|                          |                   |
|--------------------------|-------------------|
| NPE Funding through 2020 | \$ 479,962        |
| Block Grant Funding      | \$ 753,461        |
| Local Match              | <u>\$ 137,047</u> |
| Total Funding            | \$1,370,470       |

**TABLE 1. PRELIMINARY COST ESTIMATE FOR PHASE 1  
FUEL SYSTEM, APRON EXPANSION & SEAL COAT IMPROVEMENTS  
SIKESTON MEMORIAL MUNICIPAL AIRPORT**

**December 18, 2019**

| Item                           | Item Description                                     | Unit Type | Approximate Quantity | Unit Price    | Extension           |
|--------------------------------|--|-----------|----------------------|---------------|---------------------|
| 1                              | Mobilization   | LS        | 1                    | -             | \$ 38,000           |
| 2                              | Class A Excavation                                   | CY        | 860                  | \$ 22.00      | \$ 18,920           |
| 3                              | Silt Fence   | LF        | 500                  | \$ 5.00       | \$ 2,500            |
| 4                              | Crushed Aggregate Base Course (10-inches thick)      | SY        | 4,088                | \$ 20.00      | \$ 81,760           |
| 5                              | Bituminous Mixture for New Pavement (4 inches thick) | TON       | 950                  | \$ 130.00     | \$ 123,560          |
| 6                              | Pavement Removal (10-inches deep)                    | SY        | 1,528                | \$ 15.00      | \$ 22,920           |
| 7                              | Joint & Crack Repair                                 | LF        | 24,000               | \$ 2.00       | \$ 48,000           |
| 8                              | Full-Depth Pavement Repair - Asphalt                 | SY        | 16                   | \$ 110.00     | \$ 1,760            |
| 9                              | Pavement Friction Seal Coat                          | SY        | 34,215               | \$ 2.00       | \$ 68,430           |
| 10                             | Bituminous Prime Coat (0.35 GAL/SY)                  | GAL       | 1,400                | \$ 6.00       | \$ 8,400            |
| 11                             | Airport Pavement Markings                            | SF        | 2,400                | \$ 3.00       | \$ 7,200            |
| 12                             | 24-inch Class III Reinforced Concrete Pipe           | LF        | 438                  | \$ 65.00      | \$ 28,470           |
| 13                             | Drop Inlets  | EA        | 1                    | \$ 5,000.00   | \$ 5,000            |
| 14                             | Seeding  | AC        | 1.5                  | \$ 3,500.00   | \$ 5,250            |
| 15                             | Mulching   | AC        | 1.5                  | \$ 35,000.00  | \$ 52,500           |
| 16                             | Aircraft Tie-Down Anchors                            | EA        | 24                   | \$ 350.00     | \$ 8,400            |
| 17                             | Fencing  | LF        | 20                   | \$ 60.00      | \$ 1,200            |
| 18                             | 20-ft Rolling Gate                                   | EA        | 2                    | \$ 11,000.00  | \$ 22,000           |
| 19                             | Removal of Existing Fuel System                      | LS        | 1                    | \$ 45,000.00  | \$ 45,000           |
| 20                             | Dual 12,000-gal Tank Fuel System w/Concrete Pad      | LS        | 1                    | \$ 600,000.00 | \$ 600,000          |
| 21                             | Construction Signing & Barricade                     | LS        | 1                    | \$ 4,000.00   | \$ 4,000            |
| <b>TOTAL CONSTRUCTION COST</b> |  |           |                      |               | <b>\$ 1,193,270</b> |
| DESIGN ENGINEERING             |  |           |                      |               | \$ 88,600           |
| CONSTRUCTION ENGINEERING       |  |           |                      |               | \$ 88,600           |
| <b>TOTAL PROJECT COST</b>      |  |           |                      |               | <b>\$ 1,370,470</b> |

#### **4. FUTURE HANGAR IMPROVEMENTS.**

In the future the City of Sikeston may desire to provide additional hangar facilities. The exact type, the schedule and the sources of funding for these improvements are unknown at this time. The Updated Terminal area drawing shows potential locations for these improvements, which are briefly discussed in the following sections.

##### **4.1 Future Rectangular Hangars.**

Future rectangular hangars could be provided for Airplane Design Group (ADG) I and II aircraft at the location east of the Administration Building as noted on the Updated Terminal Area Drawing.

The hangars on the drawing are for units that are 65 feet wide and 62 feet deep. These might be used for aircraft for wingspans up to 60 feet. Different hangar sizes may be provided based upon need. Additional hangars or tie-downs could be provided in the open area west of the future rectangular hangars.

The cost estimate for the 5-unit rectangular hangar building and paving improvements is \$1,462,700 and is detailed in Table 2.

##### **4.2 Future T-Hangars.**

Future T-hangars could be provided with clearances for ADG I aircraft, 49-foot wingspan or less, at the location east of the existing T-hangars noted on the Updated Terminal Area Drawing.

At the location noted on the drawing there is room for 7 standard units with 59.5-foot opening doors or 9 units with 47.5-foot opening doors. The hangars improvements would require paving, automobile parking and drainage improvements.

The cost estimate for the T-hangar improvements is \$1,777,850 and is detailed in Table 3.

##### **4.3 Future Maintenance Hangar.**

A future maintenance hangar could be provided at the location noted on the Updated Terminal Area Drawing. This hangar would be used by an aircraft service operation and could be City-owned or leased to a private company.

The drawing depicts a building that is 100 feet square. Different sizes could be used depending on need. The improvements would require paving improvements.

The cost estimate for the maintenance hangar improvements is \$1,317,969 and is detailed in Table 4.

**TABLE 2. PRELIMINARY COST ESTIMATE FOR RECTANGULAR HANGARS & ACCESS PAVEMENT**  
**SIKESTON MEMORIAL MUNICIPAL AIRPORT**  
**December 18, 2019**

| Item                           | Item Description                                     | Unit Type | Approximate Quantity | Unit Price  | Extension           |
|--------------------------------|--|-----------|----------------------|-------------|---------------------|
| 1                              | Mobilization   | LS        | 1                    | -           | \$ 41,000           |
| 2                              | Class A Excavation                                   | CY        | 1,600                | \$ 22.00    | \$ 35,200           |
| 3                              | Silt Fence   | LF        | 500                  | \$ 5.00     | \$ 2,500            |
| 4                              | Crushed Aggregate Base Course (10-inches thick)      | SY        | 3,470                | \$ 20.00    | \$ 69,400           |
| 5                              | Bituminous Mixture for New Pavement (4 inches thick) | TON       | 810                  | \$ 130.00   | \$ 105,300          |
| 6                              | Bituminous Prime Coat (0.35 GAL/SY)                  | GAL       | 1,200                | \$ 6.00     | \$ 7,200            |
| 7                              | Airport Pavement Markings                            | SF        | 200                  | \$ 5.00     | \$ 1,000            |
| 8                              | Seeding  | AC        | 0.5                  | \$ 3,500.00 | \$ 1,750            |
| 9                              | Mulching   | AC        | 0.5                  | \$ 3,500.00 | \$ 1,750            |
| 10                             | Fence Relocation                                     | LF        | 60                   | \$ 25.00    | \$ 1,500            |
| 11                             | Rectangular Hangars (5 @ 65' x 62')                  | SF        | 20,150               | \$ 50.00    | \$ 1,007,500        |
| 12                             | Construction Signing & Barricade                     | LS        | 1                    | \$ 1,000.00 | \$ 1,000            |
| <b>TOTAL CONSTRUCTION COST</b> |  |           |                      |             | <b>\$ 1,275,100</b> |
| DESIGN ENGINEERING             |  |           |                      |             | \$ 93,800           |
| CONSTRUCTION ENGINEERING       |  |           |                      |             | \$ 93,800           |
| <b>TOTAL PROJECT COST</b>      |  |           |                      |             | <b>\$ 1,462,700</b> |

**TABLE 3. PRELIMINARY COST ESTIMATE FOR T-HANGARS, PAVING, AUTO PARKING & DRAINAGE  
SIKESTON MEMORIAL MUNICIPAL AIRPORT  
December 18, 2019**

| Item                           | Item Description                                     | Unit Type | Approximate Quantity | Unit Price | Extension           |
|--------------------------------|--|-----------|----------------------|------------|---------------------|
| 1                              | Mobilization   | LS        | 1                    | -          | \$ 50,000           |
| 2                              | Class A Excavation                                   | CY        | 1,900                | \$ 22      | \$ 41,800           |
| 3                              | Silt Fence   | LF        | 500                  | \$ 5       | \$ 2,500            |
| 4                              | Crushed Aggregate Base Course (10-inches thick)      | SY        | 5,335                | \$ 20      | \$ 106,700          |
| 5                              | Bituminous Mixture for New Pavement (4 inches thick) | TON       | 1,240                | \$ 130     | \$ 161,250          |
| 6                              | Full-Depth Pavement Repair - Asphalt                 | SY        | 40                   | \$ 110     | \$ 4,400            |
| 7                              | Bituminous Prime Coat (0.35 GAL/SY)                  | GAL       | 1,900                | \$ 6       | \$ 11,400           |
| 8                              | Airport Pavement Markings                            | SF        | 500                  | \$ 5       | \$ 2,500            |
| 9                              | 24-inch Class III Reinforced Concrete Pipe           | LF        | 320                  | \$ 65      | \$ 20,800           |
| 10                             | 18-inch Class III Reinforced Concrete Pipe           | LF        | 740                  | \$ 55      | \$ 40,700           |
| 11                             | Trench Drain   | LF        | 298                  | \$ 200     | \$ 59,600           |
| 12                             | Drop Inlets  | EA        | 11                   | \$ 5,000   | \$ 55,000           |
| 13                             | Seeding  | AC        | 3.0                  | \$ 3,500   | \$ 10,500           |
| 14                             | Mulching   | AC        | 3.0                  | \$ 3,500   | \$ 10,500           |
| 15                             | Fence Relocation                                     | LF        | 480                  | \$ 25      | \$ 12,000           |
| 16                             | 20-ft Rolling Gate                                   | EA        | 1                    | \$ 11,000  | \$ 11,000           |
| 17                             | T-Hangars (7 w/ 59.5' door openings)                 | SF        | 15,840               | \$ 60      | \$ 950,400          |
| 18                             | Construction Signing & Barricade                     | LS        | 1                    | \$ 4,000   | \$ 4,000            |
| <b>TOTAL CONSTRUCTION COST</b> |  |           |                      |            | <b>\$ 1,555,050</b> |
| DESIGN ENGINEERING             |  |           |                      |            | \$ 111,400          |
| CONSTRUCTION ENGINEERING       |  |           |                      |            | \$ 111,400          |
| <b>TOTAL PROJECT COST</b>      |  |           |                      |            | <b>\$ 1,777,850</b> |

**TABLE 4. PRELIMINARY COST ESTIMATE FOR MAINTENANCE HANGAR,  
ACCESS PAVEMENT & AUTO PARKING  
SIKESTON MEMORIAL MUNICIPAL AIRPORT  
December 18, 2019**

| Item                           | Item Description                                     | Unit Type | Approximate Quantity | Unit Price | Extension           |
|--------------------------------|--|-----------|----------------------|------------|---------------------|
| 1                              | Mobilization   | LS        | 1                    | -          | \$ 37,000           |
| 2                              | Class A Excavation                                   | CY        | 720                  | \$ 22      | \$ 15,840           |
| 3                              | Silt Fence   | LF        | 200                  | \$ 5       | \$ 1,000            |
| 4                              | Crushed Aggregate Base Course (10-inches thick)      | SY        | 1,462                | \$ 20      | \$ 29,240           |
| 5                              | Bituminous Mixture for New Pavement (4 inches thick) | TON       | 340                  | \$ 130     | \$ 44,189           |
| 6                              | Bituminous Prime Coat (0.35 GAL/SY)                  | GAL       | 500                  | \$ 6       | \$ 3,000            |
| 7                              | Seeding  | AC        | 0.5                  | \$ 3,500   | \$ 1,750            |
| 8                              | Mulching   | AC        | 0.5                  | \$ 3,500   | \$ 1,750            |
| 9                              | 20-ft Rolling Gate                                   | EA        | 1                    | \$ 11,000  | \$ 11,000           |
| 10                             | 10,000 SF Maintenance Hangar                         | SF        | 10,000               | \$ 100     | \$ 1,000,000        |
| 11                             | Construction Signing & Barricade                     | LS        | 1                    | \$ 2,000   | \$ 2,000            |
| <b>TOTAL CONSTRUCTION COST</b> |  |           |                      |            | <b>\$ 1,146,769</b> |
| DESIGN ENGINEERING             |  |           |                      |            | \$ 85,600           |
| CONSTRUCTION ENGINEERING       |  |           |                      |            | \$ 85,600           |
| <b>TOTAL PROJECT COST</b>      |  |           |                      |            | <b>\$ 1,317,969</b> |

## **5. PROPERTY MAP.**

The Exhibit B - Airport Property Map was updated as part of this project.

Updates were made to note land transfers and new easements obtained.

No new property was obtained.

## **6. IMPLEMENTATION.**

It is recommended that this narrative report and the Airport Layout Drawings be sent to the Aviation Section of the Missouri Highway and Transportation Department.

With the except of the relocation of the fuel system there is very little change from the Terminal Area Drawing done in 2008.

It is hoped that since the changes to the Terminal Area Drawing are minor that the City can move forward with the Phase 1 improvements without delay.

## **7. REPORT PREPARATION.**

This report was prepared on December 9, 2019, by John Chittenden, PE, of Waters Engineering, Inc. P. O. Box 567, Sikeston, Missouri, 63801, telephone number 573-471-5680.

Appendix 1 was prepared by Hanson Professional Services with the final draft submitted on November 27, 2019.

## **APPENDIX 1**

### **TERMINAL PLAN UPDATE NARRATIVE BY HANSON PROFESSIONAL SERVICES**



# Sikeston Memorial Municipal Airport

City of Sikeston, MO

*Terminal Area Plan Update*  
*November 2019*

In late 2018, the City of Sikeston engaged with Waters Engineering and Hanson Professional Services to evaluate the Sikeston Memorial Municipal Airport (SIK) apron and terminal area layout and investigate relocation of the fueling facilities. An in-person kick-off meeting took place in the SIK terminal conference room on November 6, 2018.

## 1. Existing Fuel System

The existing fuel system at SIK is comprised of two 12,000 gallon vertical tanks installed roughly 150 feet northeast of the terminal building. One tank holds 100 Low Lead (100LL) and the other holds Jet A. The tanks are surrounded by a 3' 10" high concrete containment wall. The exact age of the tanks is unknown but the tanks were bought used and installed in the late 1970's, making them at least 40 years old.

The 100LL is piped underground approximately 220 feet to a self-serve dispensing unit adjacent to the entrance road. Piping is accessed via a metal grate covered trench. Purchases are made via credit card at the self-serve unit. Aircraft of pilots using the self-serve system can impede the main automobile access road. Jet A is full service and is loaded into the airport's 3,000 gallon fuel truck and driven to turbine aircraft requiring fuel.

**Figure 1. Existing Fuel Tanks**



**Figure 2. Current Fuel System Layout**



## 2. Stakeholder Outreach

In combination with the airport staff, a list of key stakeholders and knowledgeable airport users was compiled. Contact with individuals was attempted via phone over a period of three months. Phone interviews were conducted with the following individuals:

- Doug Glenn
- Jeff Hux
- Perry Jolliff
- George Rand
- Dale Raymar

The majority of interviewees noted that the current fuel system location is not ideal and recommended moving it. Multiple interviewees stated that the airport needs additional hangar space and that the t-hangar needs torn down and replaced. Others noted that the large box hangar needs remodeled. Input from these interviews was incorporated into conceptual layout designs.

Another user of SIK is the 101<sup>st</sup> Airborne Division. The U.S. Army Fort Campbell is located approximately 120 miles from SIK on the Kentucky-Tennessee border. The fort is home to the 101<sup>st</sup> Airborne Division who makes occasional use of SIK with their numerous rotorcraft. Contact with the Fort Campbell was attempted over 20 times via six different telephone numbers. Call outcomes were a mix of no answers and conversations with secretarial staff. Unable to connect with any member of the aviation staff, the fleet for 101<sup>st</sup> Airborne Division was pulled from online resources and conversations with SIK airport staff.

**Figure 3. Apron Area**



### 3. Regulations and Design

In the State of Missouri, the Weights, Measures, and Consumer Protections under the Missouri Department of Agriculture regulate fuel storage and dispensary systems. The Program Administrator of the Department of Agriculture provided regulatory and additional information during numerous phone and email correspondence.

Applicable regulations for aircraft fueling are found under Missouri State Code of Regulations, the Rules of Department of Agriculture Division 90—Weights, Measures and Consumer Protection; Chapter 30—Petroleum Inspection. Part of these state regulations reference the National Fire Protection Association (NFPA), specifically the 1996 Edition of the NFPA 30 Flammable and Combustible Liquids Code document.

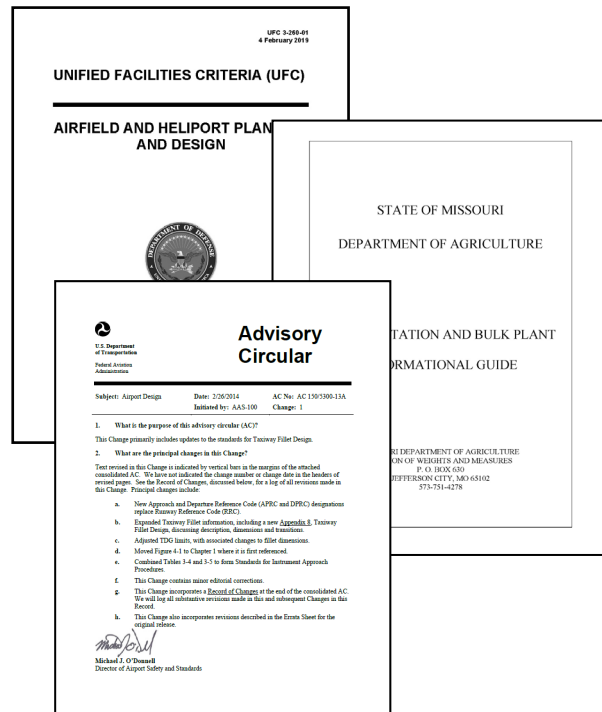
Following these regulations, aboveground tanks shall be located at least 50 feet from the nearest important building on the same property and at least 50 feet from the nearest side of a public way. These distances are reduced by 50 percent (to 25 feet) for fire-resistant tanks. A number of Missouri companies build fire-resistant tanks. Any road inside airport fencing is not considered a public way.

Based on discussion with a fuel distributor, a full fuel truckload of 100 LL is roughly 8,500 gallons and between 7,500 to 8,000 gallons for Jet A. It is generally not preferable to run tanks all the way to empty to ensure that users can always access fuel. Also, tanks are only filled to about 90% of maximum capacity. With these caveats, to accommodate a full delivery load of fuel in order to receive the best pricing, it is desirable to install 12,000 gallon tanks. The difference in overall footprint between a 10,000-gallon and 12,000-gallon tank is of practical negligibility. Also, to best fit a tank to a site, the tank diameter can be increased to reduce the overall length. Distance required between tanks is 1/6 the diameter of the adjacent tanks and not less than three feet.

A five-foot clear way beyond the dispenser nozzle to windows and doors of adjacent structures is required for Class 1 flammable liquid (including aviation fuels). Thus, as an example, a 25 foot hose with nozzle must be at least 30 feet from the nearest hangar door.

Vertical tanks and underground tanks are generally not recommended because they are more difficult to do maintenance on and to perform tank monitor probing. The additional height of a vertical tank also requires a more substantial access ladder and increases safety risks. Underground tanks and piping require additional inspection and have a greater potential environmental work if there is a leak.

A listing of resources reviewed in this analysis is included in Section 6.



## 4. Aircraft Fleet

To assist in terminal area development alternatives, the size of aircraft using SIK and the related FAA design standards needs was identified. The FAA has developed an airport coding system, referred to as the Airport Reference Code (ARC), used to determine the applicable design standards and criteria for airport development. The ARC is defined by a letter designation followed by a Roman numeral. The letter designator is used to identify the Aircraft Approach Category (AAC) based on aircraft approach speeds and the Roman numeral designates the Airplane Design Group (ADG) based on wingspan and, less commonly, tail height. The tables to the right list the FAA criteria used to define the ARC.

The ARC connects aircraft performance, design characteristics, and physical facility requirements of aircraft using an airport. Ultimately, each aircraft, runway, and the airport as whole are assigned an ARC. As an example, while an airport may have many A-I and A-II aircraft operations, larger B-II and C-II aircraft operations are more demanding from a facility perspective and dictate more of the airport design standards.

A listing of aircraft that operated at SIK within last two years was pulled from the FAA Traffic Flow Management System Counts (TFMSC) data. Selected aircraft from this data are listed on the following page. This listing of general aviation aircraft does not represent the entirety of the fleet operating at SIK, but rather provides a general idea of the range of type and size of aircraft. The aircraft fleet for Fort Campbell was obtained online. Listed next to each non-rotor aircraft is the ARC. Rotor diameter is listed next to rotorcraft. The ARC and rotor diameter are both used in determining applicable design criteria and facility planning.

| Aircraft Approach Category (AAC) |                   |
|----------------------------------|-------------------|
| Category                         | Approach Speed    |
| A                                | < 91 knots        |
| B                                | 91 – <121 knots   |
| C                                | 121 – <141 knots  |
| D                                | 141 – <166 knots  |
| E                                | 166 knots or over |

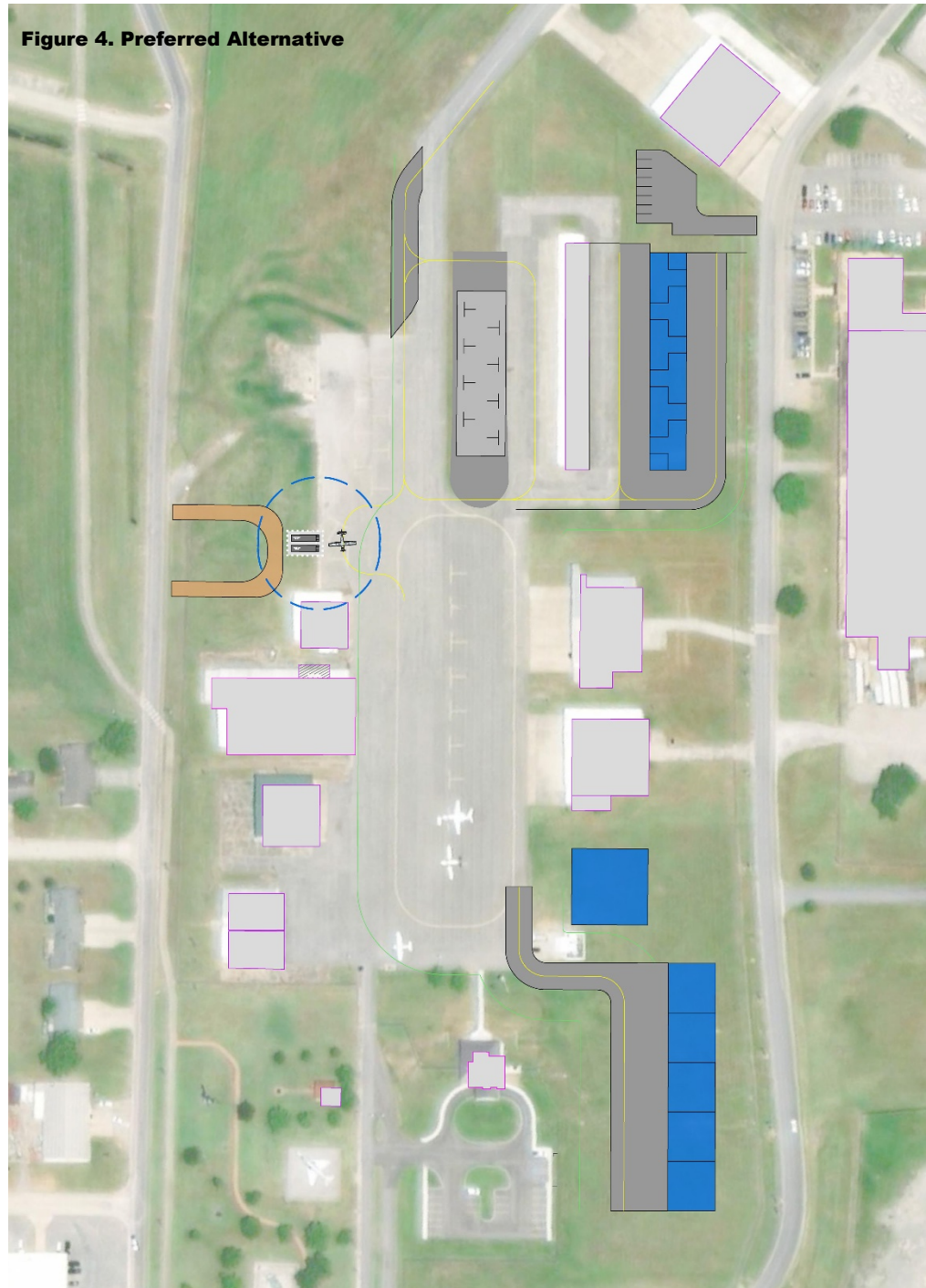
| Airplane Design Group (ADG) |              |             |
|-----------------------------|--------------|-------------|
| Group                       | Wingspan     | Tail Height |
| I                           | < 49'        | <20'        |
| II                          | 49' – <79'   | 20' – <30'  |
| III                         | 79' – <118'  | 30' – < 45' |
| IV                          | 118' – <171' | 45' – < 60' |
| V                           | 171' – <214' | 60' – < 66' |
| VI                          | 214' – 262'  | 66' – < 80' |

| <b>Airport<br/>Reference<br/>Code</b> | <b>General<br/>Aviation Aircraft</b> | <b>Ft. Campbell<br/>Military Aircraft</b> | <b>Rotor<br/>Diameter</b> |
|---------------------------------------|--------------------------------------|---|---------------------------|
| A-I                                   | Beech Bonanza 36                     | AH-64D Apache Longbow                     | 48 ft 0 in                |
| A-I                                   | Beech Baron 55                       | OH-58D Kiowa Warrior                      | 35 ft 4 in                |
| A-I                                   | Cessna Skyhawk 172/Cutlass           | UH-60M Black Hawk                         | 53 ft 8 in                |
| A-I                                   | Cessna Skylane 182                   | CH-47F Chinook                            | 60 ft 0 in (two rotors)   |
| A-I                                   | Cessna 210 Centurion                 | UH-60A Black Hawk                         | 64 ft 10 in               |
| A-I                                   | Cessna 310                           | UH-60L Black Hawk                         | 64 ft 10 in               |
| A-I                                   | Diamond Star DA40                    |   |                           |
| A-I                                   | Eclipse 500                          |   |                           |
| A-I                                   | Mooney M-20C Ranger                  |   |                           |
| A-I                                   | Piper Cherokee                       |   |                           |
| A-I                                   | Piper Malibu Meridian                |   |                           |
| A-I                                   | Piper Cherokee Six                   |   |                           |
| A-I                                   | Piper PA-34 Seneca                   |   |                           |
| A-I                                   | Cirrus SR 22                         |   |                           |
| A-I                                   | Socata TBM-850                       |   |                           |
| A-II                                  | Pilatus PC-12                        |   |                           |
| B-I                                   | Raytheon/Beech Beechjet 400/T-1      |   |                           |
| B-I                                   | Beech 58                             |   |                           |
| B-I                                   | Beech King Air 90                    |   |                           |
| B-I                                   | Cessna 206 Stationair                |   |                           |
| B-I                                   | Cessna Golden Eagle 421              |   |                           |
| B-I                                   | Cessna Citation Mustang              |   |                           |
| B-I                                   | Cessna CitationJet/CJ1               |   |                           |
| B-II                                  | Beech 200 Super King                 |   |                           |
| B-II                                  | Raytheon 300 Super King Air          |   |                           |
| B-II                                  | Cessna Citation CJ3                  |   |                           |
| B-II                                  | Cessna Citation CJ4                  |   |                           |
| B-II                                  | Cessna Citation V/Ultra/Encore       |   |                           |
| B-II                                  | Cessna Excel/XLS                     |   |                           |
| B-II                                  | Cessna Citation Sovereign            |   |                           |
| B-II                                  | Embraer Phenom 300                   |   |                           |
| C-I                                   | BAe HS 125/700-800/Hawker 800        |   |                           |
| C-II                                  | Bombardier (Canadair) Challenger 300 |   |                           |
| C-II                                  | Learjet 75                           |   |                           |

## 5. Alternatives Analysis

Seventeen conceptual layouts were developed and presented to the Airport Sponsor for review. Conceptual layouts were built around two 12,000 gallon tanks, with the understanding such a fuel configuration is the largest potential installation for the airport. Designs ensured the Runway Protection Zone (RPZ) for the ultimate C-II ARC (as shown on the current Airport Layout Plan) was clear of structures. Some of the layouts were iterative, building upon feedback on previous layouts from the Airport Sponsor. The layouts examined different configurations for fuel farm and hangar placement across the apron area. Beyond the fueling system, other key issues included were the potential for overflow aircraft parking during events, accommodating military aircraft, and replacing the aging t-hangar.

The preferred alternative includes removal of the existing fuel system and installation of a new system to the west side of the apron. Also included is the addition of box hangars (ARC B-II) to the east of the terminal building and t-hangars (ARC A/B-I) to the east of the existing t-hangar row as well as new tie-downs. The new fuel system structures, and aircraft using the system, would remain outside the future C-II runway protection zone. The preferred alternative is shown.



## 6. Resources

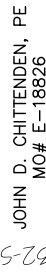
- Federal Aviation Administration (FAA). *Advisory Circular 150/5230-4B, Aircraft Fuel Storage, Handling, Training, and Dispensing on Airports*. September 2012.  
[https://www.faa.gov/airports/resources/advisory\\_circulars/index.cfm/go/document.current/documentNumber/150\\_5230-4](https://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5230-4)
- Federal Aviation Administration (FAA). *Advisory Circular 150/5300-13A, Airport Design*. February 2014.  
[https://www.faa.gov/airports/engineering/airport\\_design/](https://www.faa.gov/airports/engineering/airport_design/)
- Federal Aviation Administration (FAA). *Traffic Flow Management System Counts (TFMSC)*. March 2019.  
<https://aspm.faa.gov/main/tfmasc.asp>
- National Fire Protection Association (NFPA). *NFPA 30 Flammable and Combustible Liquids Code: 1996 Edition*. <https://www.nfpa.org/codes-and-standards/all-codes-and-standards/list-of-codes-and-standards/detail?code=30&year=1996>
- National Fire Protection Association (NFPA). *NFPA 407 Standard for Aircraft Fuel Servicing: 2017 Edition*. <https://www.nfpa.org/codes-and-standards/all-codes-and-standards/list-of-codes-and-standards/detail?code=407>
- State of Missouri. *Department Of Agriculture, Service Station and Bulk Plant, Informational Guide*. February 2004. [https://agriculture.mo.gov/weights/pdf/service\\_station\\_guide.pdf](https://agriculture.mo.gov/weights/pdf/service_station_guide.pdf)
- State of Missouri. *Missouri Code of State Regulations, Rules of Department of Agriculture, Division 90—Weights, Measures and Consumer Protection, Chapter 10—Liquefied Petroleum Gases*. December 2018.  
<https://www.sos.mo.gov/cmsimages/adrules/csr/current/2csr/2c90-10.pdf>
- United States of America, Department of Defense. *Unified Facilities Criteria (UFC), Airfield and Heliport Planning And Design*. February 2019.  
<https://www.wbdg.org/ffc/dod/unified-facilities-criteria-ufc/ufc-3-260-01>



## **APPENDIX 2**

### **UPDATED TERMINAL AREA DRAWING**

Following this page is a reduced copy of the drawing.  
A full sized drawing is being provided separately.



|  |  |
|--|--|
| <p>SKISTON MEMORIAL MUNICIPAL AIRPORT</p> <p>SKISTON, MISSOURI</p> | <p>PRELIMINARY TERMINAL AREA DRAWING</p> |
|--|--|

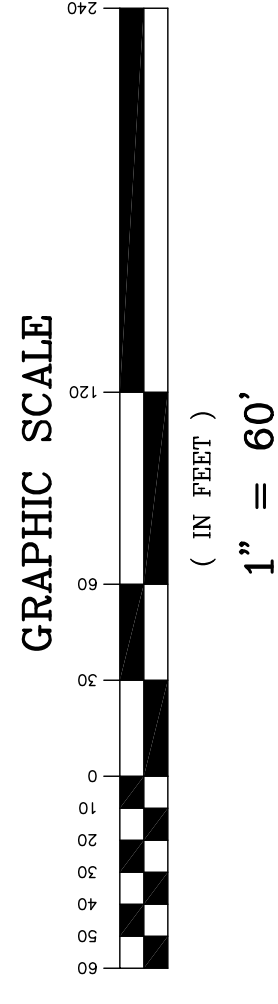
**Facility Table**

| Facility                | Existing  |            | Ultimate        |                    |
|-------------------------|-----------|------------|-----------------|--------------------|
|                         | Key No(s) | Max. Elev. | Ultimate Status | Ultimate Key No(s) |
| Administration Building | 1         | ---        | L.I.P.          | ---                |
| Private Hangars         | 23        | 325.98     | L.I.P.          | ---                |
| Leased Hangars          | 24        | 325.95     | L.I.P.          | ---                |
| Hangars                 | 25        | 325.92     | L.I.P.          | ---                |
| Tie-Downs               | 43        | 310.66     | NEW             | 43                 |
| Fueling Storage         | 44        | 310.17     | REMOVE          | ---                |
| Rotating Beacon         | 45        | 333.86     | REMOVE          | ---                |

**Legend**

| Existing | Ultimate | Description                           |
|----------|----------|---------------------------------------|
| ---      | ---      | Fire Hydrant                          |
| ---      | ---      | Fence                                 |
| ---      | ---      | Ground Contours                       |
| ---      | ---      | Airport Property Line                 |
| ---      | ---      | Storm Inlet & Piping                  |
| ---      | ---      | Taxi-Way Lights                       |
| ---      | ---      | Facilities                            |
| ---      | ---      | Light                                 |
| ---      | ---      | Runway Protection Zone (RPZ)          |
| ---      | ---      | Building Restriction Line (BRL)       |
| ---      | ---      | Runway Safety Area (RSA)              |
| ---      | ---      | Building Construction                 |
| ---      | ---      | Ditch w/ Flow Direction               |
| ---      | ---      | Sewer / Manhole                       |
| ---      | ---      | Waterline / Firehydrant / Water Valve |
| ---      | ---      | Utility Pole                          |
| ---      | ---      | Tie-Downs                             |
| ---      | ---      | Spot Elevations                       |
| ---      | ---      | Concrete Pavement                     |
| ---      | ---      | Asphalt Pavement                      |

| FACILITY TABLE          |             |            |                 |           |
|-------------------------|-------------|------------|-----------------|-----------|
|                         | EXISTING    |            |                 | ULTIMATE  |
| FACILITY                | KEY NO(6)   | MAX. ELEV. | ULTIMATE STATUS | KEY NO(6) |
| ADMINISTRATION BUILDING | ①           | 353.35     | L.I.P.          | ---       |
|                         | ANTENNA (W) |            |                 |           |
| PRIVATE HANGARS         | 23          | 325.98     | L.I.P.          | ---       |
| LEASED GROUND           | 25          | 325.95     | L.I.P.          | ---       |
|                         | 23          | 335.79     | L.I.P.          | ---       |
|                         | 24          | 340.48     | L.I.P.          | ---       |
| LEASED HANGARS          | 24          | 333.01     | L.I.P.          | ---       |
|                         | 25          | 336.90     | L.I.P.          | ---       |
|                         | 26          | 338.19     | L.I.P.          | ---       |
|                         | 27          | 340.64     | L.I.P.          | ---       |
| HANGARS                 | 3           | 325.92     | L.I.P.          | 3         |
|                         | ---         | ---        | NEW             | 15        |
|                         | 44          | 310.66     | L.I.P.          | 44        |
| TIE-DOWNS               | 46          | 310.17     | REMOVE          | ---       |
|                         | ---         | ---        | NEW             | 16        |
| FUELING STORAGE         | 6           | 333.86     | REMOVE          | 17        |
| ROTATING BEACON         | 12          | 366.50     | L.I.P.          | ---       |

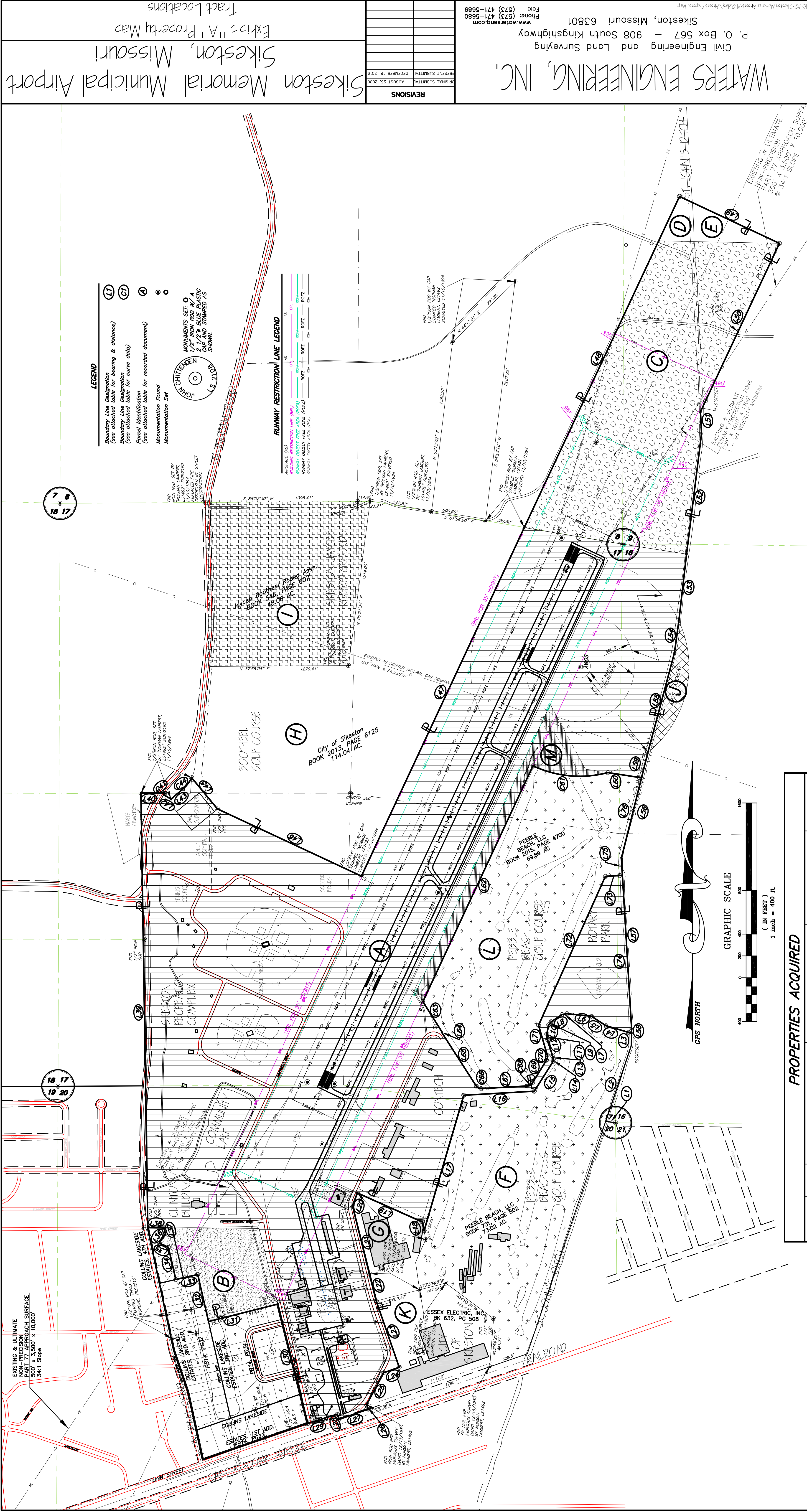
 $1'' = 60'$

## **APPENDIX 3**

### **UPDATED AIRPORT PROPERTY MAP**

Following this page are a reduced copies of the Exhibit A - Property Map.

Full sized drawings are being provided separately.









# **Council Letter**

---

Date of Meeting     20-01-27

Originating Department: Public Works

To the Mayor and City Council:

Subject: Briefing – Stallcup Building Repairs

Action Options:

1. Take Action on Roof Repairs
2. Other action the City Council deems appropriate.

Background:

While the Stallcup Building wall repairs are coming to a close, we now shift our attention to the roof repairs. Because of the structure's instability, it was impossible for us to properly assess the water damage to the roof. Our architect included 10' of roof repairs from the back of the building. After getting to the point where we could properly assess the damage, it was worse than we expected, and now we need to consider repairs at least a 20' section, rather than 10'.

This is prompting a decision in that do we pay the additional costs for more roof repairs, or do we pay additional costs and replace the roof.

The costs for these options will be presented and can be discussed at the council meeting. I have asked Mr. Rob Murphy, our architect on the project, to be in attendance to answer questions.

## Council Letter

---

Council Letter: 19-01-27

Originating Department: Governmental Services/BMU

Subject: 3rd Reading Bill #6177, Rental Lighting Rate

To the Mayor and City Council:

Attachments:

1. Bill 6177
2. Rental Light Rate Schedule

Action Options:

1. 3rd Reading & Approval of Bill 6177
2. Other actions as Council may deem appropriate

Background:

The Board of Municipal Utility (BMU) recently solicited the help of a nationally known rates consultant to review all of BMU's rates for accuracy and adequacy. While our Rental Light Rates were a part of that review, at the time of the review they did not include a rate to cover LED lights. The BMU recently added the LED light data and developed the associated rates. These rates have been approved by the BMU Board.

BMU seeks Council's approval of this bill.

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6177 AND SHALL AMEND CHAPTER 705 AND ESTABLISH SECTION 705.050, RENTAL LIGHT RATE, OF THE CITY CODE OF THE CITY OF SIKESTON, MISSOURI.

WHEREAS, the Board of Municipal Utilities (BMU) recently solicited the help of a nationally known rates consultant to review all of BMU's rates for accuracy and adequacy, and

WHEREAS, while BMU's Rental Light Rates were a part of that review, at the time of the review they did not include a rate to cover LED lights, and

WHEREAS, BMU recently added the LED light data and developed the associated rates.

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

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

SECTION II: Section 705.050 is hereby established and shall read as follows:

**Section 705.050. Rental Light Rate.**

A. Installation Fees. The Board of Municipal Utilities (BMU) shall require the customer to pay a \$50.00 connection fee in advance for a new installation. The BMU shall require the customer to pay a \$50.00 conversion fee in advance to convert from a high pressure sodium or mercury vapor light to an LED light if the existing light is not in need of repair.

B. Payment. Bills rendered monthly and are due and payable within 10 days from the date of billing. Any monthly bills not paid by the 20th of the month shall be assessed a 5% add-on penalty charge and be subject to disconnection. The customer, in order to be reconnected, must pay all bills for electric service together with any applicable reconnection charges.

C. Tax Clause. Bills computed under this rate are NOT subject to any increase because of municipal taxes. Donations in free street lighting, electricity and other services are made by the BMU to the City of Sikeston in lieu of taxes.

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

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

SECTION V: Record of Passage:

A. Bill Number 6177 was introduced and read the first time this 2nd day of December 2019.

B. Bill Number 6177 was read the second time this 6th day of January, 2020.

C. Bill Number 6177 was read the third time and discussed this 27th day of January, 2020, and voted as follows:

Self \_\_\_\_\_, Williams \_\_\_\_\_, Evans \_\_\_\_\_, Merideth \_\_\_\_\_,

Settles \_\_\_\_\_, Sparks \_\_\_\_\_, and Burch \_\_\_\_\_,

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

and becoming Ordinance 6177.

C. Ordinance 6177 shall be in full force and effect from and after February 26, 2020.

---

Steven Burch, Mayor

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

Seal / Attest:

\_\_\_\_\_  
Carroll Couch, City Clerk

**SIKESTON BOARD OF MUNICIPAL UTILITIES**  
**107 E. Malone Ave. / PO Box 370**  
**Sikeston, Missouri 63801**

**Date of Last**  
**Rate Revision**  
**October 01, 2018**

**RENTAL LIGHTS**

**PAGE 1 of 1**

**Existing Lights:**

|   |         |
|---|---------|
| 100W High pressure sodium – No pole         | \$5.75  |
| 100W High pressure sodium – With pole       | \$8.75  |
| 250W High pressure sodium – No pole         | \$10.45 |
| 250W High pressure sodium – With pole       | \$13.45 |
| 175W Mercury Vapor – No pole                | \$6.40  |
| 175W Mercury Vapor – With pole              | \$8.85  |
| 250W Mercury Vapor – No pole                | \$10.45 |
| 250W Mercury Vapor – With pole              | \$13.45 |
| 400W Mercury Vapor – No pole                | \$14.60 |
| 400W Mercury Vapor – With pole              | \$17.60 |
| 100W High pressure sodium – Decorative pole | \$10.80 |

**New Lights:**

|                                |         |
|--------------------------------|---------|
| 50W LED – No pole              | \$4.70  |
| 50W LED – With pole            | \$7.70  |
| 139W LED – No pole             | \$8.05  |
| 139W LED – With pole           | \$11.00 |
| 46W LED Decorative – With pole | \$10.95 |

Only LED lighting is available for new installs. Mercury Vapor and High Pressure Sodium lights are no longer available.

Installation Fees

The BMU shall require the customer to pay a \$50.00 connection fee in advance for a new installation. The BMU shall require the customer to pay a \$50.00 conversion fee in advance to convert from a high pressure sodium or mercury vapor light to an LED light if the existing light is not in need of repair.

Payment

Bills are rendered monthly and are due and payable within 10 days from the date of billing. Any monthly bills not paid by the 20<sup>th</sup> of the month shall be assessed a 5% add-on penalty charge and be subject to disconnection. The customer, in order to be reconnected, must pay all bills for electric service together with any applicable reconnection charges.

Tax Clause

Bills computed under this rate are NOT subject to any increase because of municipal taxes. Donations in free street lighting, electricity and other services are made by the BMU to the City of Sikeston in lieu of taxes.

Date Approved \_\_\_\_\_

Date Effective: March 1, 2020

\_\_\_\_\_  
Chairman  
Board of Municipal Utilities

## Council Letter

---

Date of Meeting: 20-01-27

Originating Department: Department of Public Safety

To the Mayor and City Council:

Subject:

3rd Reading, Bill #6165, Amend Chapter 340, Section 340.111 - Utility Vehicles

Attachments:

1. Bill #6165

Action Options:

1. 3rd Reading & Consideration, Bill #6165
2. Other action Council may deem appropriate

Background:

Bill # 6165 was read for the second time to the Mayor and City Council on Monday, 01-06-2020. This bill, if approved, will allow for the use of utility vehicles (UTV's) on city streets in the city limits of Sikeston. During the 2nd reading there were concerns addressed by citizens attending the meeting. The two primary concerns were child restraint and inspections for the UTV's. The child restraint concern addressed the fact that the bill, as introduced the 1st and 2nd time, did not specify the requirements for the safety of passengers under 18 other than stating they had to wear a helmet and use a seatbelt. Mr. Lloyd Smith asked about child restraint safety in the form of car seats or other approved child restraint seats. The change to the bill to address Mr. Smith's child safety concern allowed the City to look at multiple options with regards to more clearly establishing the guidelines. After looking at multiple sources, including MO state statutes and UTV vendor recommendations, it is the recommendation that the language be changed in the bill to mirror the current Missouri revised statute addressing child restraint (RSMo 307.179). All passengers under 18 year of age shall wear an approved DOT helmet.

With regards to the inspection concern, DPS contacted representatives of the City of Tucson, AZ at the request of the Mayor. We were told that the State of AZ has a process for

registering UTV's, ATV's, and golf carts to be street legal. This is governed by the State and not the municipalities. Missouri exempts UTV's from the titling and registration process. Also, while speaking with a representative of the DMV for Arizona we found out that an inspection is not a requirement in their registration process. They have a "Highway Use Certificate" form that is completed and signed by the owner. The form is also notarized. This form states the owner is aware of the law pertaining to the use of the vehicle and understands they could face criminal charges if they are found to be operating outside the guidelines of the law. This form is similar to the form the City Clerk's office drafted and intended to use when a new UTV registration applied for by an owner. Understanding that UTV's are exempt from the Missouri titling and registration laws and fall under a completely different definition, I believe this form is sufficient with regards to owners of UTV's declaring that their vehicle is safe for the use on our public streets.

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6165 AND SHALL AMEND CHAPTER 340 "MISCELLANEOUS DRIVING RULES" OF THE SIKESTON MUNICIPAL CODE OF THE CITY OF SIKESTON, MISSOURI.

NOW THEREFORE: Be It Ordained by the Council of the City of Sikeston as follows:

SECTION I: This Ordinance shall be codified in the Municipal Code of the City of Sikeston, Missouri.

SECTION II: Chapter 340, Section 340.110 is amended to read as follows:

**Chapter 340, Section 340.110. Utility Vehicles, Operation on Highway and in Streams or Rivers Prohibited - Exceptions - Passengers Prohibited - Violations, Penalty**

- A. No person shall operate a utility vehicle, as defined in Section **300.010** of this Title, upon the highways of this City or State, except as follows:
  - 1. Utility vehicles owned and operated by a governmental entity for official use;
  - 2. Utility vehicles operated for agricultural purposes or industrial on-premises purposes between the official sunrise and sunset on the day of operation, unless equipped with proper lighting;
  - 3. Utility vehicles operated by handicapped persons for short distances occasionally only on the State's secondary roads when operated between the hours of sunrise and sunset;
  - 4. Utility vehicles shall be permitted by the City and operated in accordance with Sections 340.111 and 340.113.
- B. No person shall operate a utility vehicle within any stream or river in this City or State, except that utility vehicles may be operated within waterways which flow within the boundaries of land which a utility vehicle operator owns, or for agricultural purposes within the boundaries of land which a utility vehicle operator owns or has permission to be upon, or for the purpose of fording such stream or river of this City or State at such road crossings as are customary or part of the highway system. All Law Enforcement Officials shall enforce the provisions of this Subsection within the geographic area of their jurisdiction.
- C. A person operating a utility vehicle on a highway pursuant to an exception covered in this Section shall have a valid operator's or chauffeur's license, except that a handicapped person operating such vehicle under Subsection **(A)(3)** of this Section shall not be required to have passed an examination for the operation of a motorcycle, and the vehicle shall be operated at speeds of less than forty-five (45) miles per hour.
- D. No persons shall operate a utility vehicle:
  - 1. In any careless way so as to endanger the person or property of another; or
  - 2. While under the influence of alcohol or any controlled substance.
- E. A violation of this Section shall be an ordinance violation. (RSMo. §304.032, 2013)

Section III. Section 340.111 is hereby established and shall read as follows:

**Chapter 340, Section 340.111. Operation of Utility Vehicles on Public City Streets; When Permitted; Exemptions**

- A. A utility vehicle may be operated upon the public City streets of Sikeston, but not State or Federal highways, other than for purposes of crossing the same. Every person operating a utility vehicle shall be granted all the rights and shall be subject to all the duties applicable to the driver of any other motor vehicle except as to the special regulations in this chapter and except as to those provisions which by their nature can have no application.
- B. The operator of a utility vehicle shall observe all traffic laws and local ordinances regarding the rules of the road. A utility vehicle may be operated on all public City streets with posted speeds of forty-five (45) miles per hour or less. The provisions of this Subsection shall not prohibit a utility vehicle from crossing a street or highway with a posted speed limit of up to forty-five (45) miles per hour at an intersection.

C. Utility vehicles shall be exempt from the requirements of RSMo. Sections 307.350 to 307.402 for purposes of titling and registration.

D. Every operator of a utility vehicle shall maintain financial responsibility on such utility vehicle as required by RSMo. Chapter 303 if the utility vehicle is to be operated upon public streets.

E. Each person operating a utility vehicle on public streets shall possess a valid driver's license issued pursuant to RSMo. Chapter 302 and be 18 years of age or older.

F. Unless they are equipped to do so, there can be no passengers riding on these vehicles. If they are equipped, the following shall apply:

- Children less than 4 years old or less than 40 pounds must be in an appropriate child safety seat. (RSMo 307.179)
- Children ages 4 through 7 who weigh at least 40 pounds must be in an appropriate child safety seat or booster seat unless they are 80 pounds or 4'9" tall. (RSMo 307.179)
- Children 8 and over or weighing at least 80 pounds or at least 4'9" tall are required to be secured by a safety belt or buckled into an appropriate booster seat. (RSMo 307.179).

All passengers, under the age of 18, must wear an approved Department of Transportation helmet while riding.

The utility vehicle shall not be operated with more occupants than the number for which it was designed.

G. Each vehicle must have seatbelts in good working condition. The number of passengers on the utility vehicle shall not exceed the number of operating seatbelts.

H. The operation of Go Carts, Golf Carts, and All Terrain Vehicles/ATVs is prohibited on city streets and highways in the City of Sikeston.

**SECTION IV:** Section 340.112 is hereby established and shall read as follows:

**Section 340.112. Application for and Proof of Registration of Utility Vehicles**

A. Utility vehicles operating on public streets under the jurisdiction of the City of Sikeston shall be registered with the City Clerk for the City of Sikeston.

1. Each application for registration shall include:

- a. Basic identifying information for the utility vehicle (make, model, color and such other identifying information as the City Clerk deems advisable);
- b. The name and address of the owner of the utility vehicle;
- c. A copy of proof of financial responsibility via Certificate of Insurance.

2. A proof of registration issued by the City of Sikeston in the form of a receipt for registration and an identification sticker shall constitute all permits required from the City of Sikeston. The proof of registration shall be kept in the utility vehicle at all times of operation on a public street, and the current registration sticker shall be conspicuously displayed on the rear exterior of the utility vehicle.

- a. Registration and operation of utility vehicles in the City of Sikeston shall be restricted to residents of the City of Sikeston.
- b. Registrations must be renewed annually.

3. The City of Sikeston may charge registration fees as follows:

- a. Fifteen dollars (\$15) for each one-year utility vehicle registration plus a \$10 processing fee.

4. The utility vehicles must meet the following requirements and the registrant must sign and certify that such requirements have been met and are fully functional and operational:

- a. The brakes are operational;
- b. The parking brake (if equipped) is operational;
- c. The steering column is operational;

- d. The utility vehicle has not less than four (4) wheels;
- e. There is not less than two thirty-seconds (2/32) inch of tread depth remaining on each tire, there are no visible tire threads or cords showing and there is no visible rubber separation.
- f. All items listed in Section 340.113 1-5.

SECTION V: Section 340.113 is hereby established and shall read as follows:

**Section 340.113. Equipment Required on Utility Vehicles**

A. UTVs operated on public streets shall be manufactured and equipped in accordance with the requirements of Missouri Revised Statutes Chapter 304, Section 304.029, and, in any case, will minimally be equipped with the following:

- 1. Turn Signals;
- 2. Headlamps;
- 3. Tail lamps;
- 4. Stop lamps;
- 5. Reflex reflectors: one red on each side as far to the rear as practicable, and one red on the rear; and
- 6. An exterior mirror mounted on the driver's side of the vehicle and either an exterior mirror mounted on the passenger's side of the vehicle or an interior mirror.

B. Anyone found violating these requirements will have their permit revoked for one year and may be subject to applicable criminal charges.

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 6165 was introduced and read the first time this 2nd day of December 2019.
- B. Bill Number 6165 was read the second time the 6th day of January 2020.
- C. Bill Number 6165 was read the third time the 27th day of January 2020, was discussed and voted upon as follows:  
  

Burch, \_\_\_\_\_, Sparks, \_\_\_\_\_, Evans, \_\_\_\_\_, Settles \_\_\_\_\_,  
Self, \_\_\_\_\_, Williams \_\_\_\_\_, Merideth \_\_\_\_\_,  
thereby being \_\_\_\_\_, becoming Ordinance 6165.
- D. Ordinance 6165 shall be in full force and effect from and after February 26, 2020.

\_\_\_\_\_  
Steven Burch, Mayor

\_\_\_\_\_  
Approved As To Form  
Tabatha Thurman, City Counselor

Seal/Attest:

\_\_\_\_\_  
Carroll Couch, City Clerk

# **Council Letter**

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Date of Meeting: 20-01-27

Originating Department: City Manager

To the Mayor and City Council:

Subject: Fireworks

Attachment(s):

1. Bill #6166

Action Options:

1. 2nd Reading & Consideration of Bill Number 6166
2. Other Action Council May Deem Necessary

Background:

The Sikeston City Code currently contains a blanket prohibition on the sale and use of fireworks inside the city limits. The Mayor has asked the Council to consider Bill #6166, which would allow the sale of fireworks within city limits, but not their use.

Staff seeks Council's approval of this bill.

**BILL Number 6166**

**ORDINANCE Number 6166**

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6166 AND SHALL AMEND ARTICLE IV, CHAPTER 210, OF THE CITY CODE ESTABLISHING OFFENSES WITHIN THE CITY OF SIKESTON, MISSOURI.

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

SECTION I: This Ordinance shall be codified in the City Municipal Code.

SECTION II: Article IV, Chapter 210, Section 210.560 – Fireworks; shall be amended to read as follows:

A. It is unlawful for any person to willfully or promiscuously fire or shoot off or to set off, use, burn, explode or fire off any firecrackers, fireworks, torpedoes, bombs, rockets, pinwheels, fire balloons, Roman candles, or other fireworks of like kind or nature within the City.

B. The firing and shooting of fireworks as herein described shall at all times be prohibited in and on the public places within the City unless a permit shall first have been secured from the Department of Public Safety authorizing such activity at a given place and time by the sponsoring organization.

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

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

SECTION V: Record of Passage:

A. Bill Number 6166 was introduced and read the first time this 6<sup>th</sup> day of January, 2020.

B. Bill Number 6166 was read the second time and discussed this 27<sup>th</sup> day of January, 2020, and voted as follows:

Williams \_\_\_\_\_, Evans \_\_\_\_\_, Merideth \_\_\_\_\_,

Self \_\_\_\_\_, Sparks \_\_\_\_\_, Settles \_\_\_\_\_,

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

\_\_\_\_\_,

becoming ordinance 6166.

C. Ordinance 6166 shall be in full force and effect from and after February 26, 2020.

\_\_\_\_\_  
Steven H. Burch, Mayor

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

Seal / Attest:

\_\_\_\_\_  
Carroll Couch, City Clerk

## Council Letter

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Date of Meeting: 20-01-27

Originating Department: Department of Public Safety

To the Mayor and City Council:

Subject:

2nd Reading, Bill #6179, Amending hours of operation for amusements and entertainment businesses

Attachments:

1. Bill #6179 Amending hours of operation for amusements and entertainment businesses

Action Options:

1. 2nd Reading & Consideration, Bill #6179

Background:

Staff received a request from the Mayor and Councilwoman Williams to review the new rules pertaining to the hours of operation for the Amusement and Entertainment Licensing bill. The request was that Section 610.090 (Rules) line # 1 be amended to the following:

Hours of operation shall be limited from 9:00 A.M. to 12 A.M (midnight) Sundays through Thursdays, and from 9:00 A.M. to 1:30 A.M. on Fridays, Saturdays, and holidays. No re-entry shall be allowed after 1:00 A.M.

This will extend the hours of operation to midnight through the week and keep it at 1:30 A.M. on Friday and Saturday nights.

Staff asks for Council's approval of this bill.

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6179 AND SHALL AMEND TITLE VI OF THE CITY CODE OF THE CITY OF SIKESTON, MISSOURI, REGARDING BUSINESS LICENSING.

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

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

SECTION II: Section 610.090 is hereby amended and shall read as follows:

Section 610.090 Rules.

A. Any amusement or entertainment conducted pursuant to this Chapter shall comply with the following rules:

1. Hours of operation shall be limited from 9:00 A.M. to 12:00 A.M. (midnight) Sundays through Thursdays, and from 9:00 A.M. to 1:30 A.M. on Fridays, Saturdays, and holidays. No re-entry shall be allowed after 1:00 A.M.
2. Adequate restroom facilities shall be provided on the premises of such amusement or entertainment.
3. All electrical wiring and lighting must be approved by the City Engineer, Building Inspector or their representative.
4. Adequate facilities for the disposal of trash and debris shall be provided on the premises.
5. The premises shall be inspected prior to operation by the Director of Public Safety or his/her representative to determine that the requirements of this Chapter and any other ordinance of the City applicable to public rooms and buildings have been complied with.
6. The area of premises where such amusement or entertainment is conducted shall be cleaned and policed after the cessation of such amusement or entertainment and all trash, litter and debris shall be removed.
7. Adequate licensed security must be provided at the cost of the event/business owner for any event that extends past 11:00 P.M.

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

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

SECTION V: Record of Passage:

- A. Bill Number 6179 was introduced and read the first time this 6th day of January 2020.
- B. Bill Number 6179 was read the second time and discussed this 27th day of January, 2020, and voted as follows:

Self \_\_\_\_\_, Williams \_\_\_\_\_, Evans \_\_\_\_\_, Merideth \_\_\_\_\_,  
Settles \_\_\_\_\_, Sparks \_\_\_\_\_, and Burch \_\_\_\_\_,  
thereby being \_\_\_\_\_,  
and becoming Ordinance 6179.

C. Ordinance 6179 shall be in full force and effect from and after February 26, 2020.

\_\_\_\_\_  
Steven Burch, Mayor

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

Seal / Attest:

\_\_\_\_\_  
Carroll Couch, City Clerk

# **Council Letter**

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Date of Meeting: January 27, 2020

Originating Department: City Manager

To the Mayor and City Council:

Subject: 2nd Reading, Emergency Bill #6180, 60 West TIF District Amendments

Attachment(s):

1. Emergency Bill #6180
2. Amended and Restated Parcel Development Agreement
3. Second Amended and Restated Redevelopment Agreement
4. First Amendment to Intergovernmental Cooperation Agreement

Action Options:

1. 2nd Reading of Emergency Bill #6180
2. Other Action Council May Deem Necessary

Background:

Cotton Ridge Development has requested amendments to the Sikeston 60 West TIF District to free up funds and allow more flexibility for the developer's financing of improvements in the district. The changes require execution of several amended documents, which are attached. Adoption of Bill Number 6180 authorizes execution of these documents, and it is presented as an emergency measure so that the effective date corresponds with distribution schedules for the affected tax increment financing revenues among the developers; it does not affect the City's distribution schedule. The bill will go into effect immediately upon passage.

The City distributes TIF revenues to the developers on a quarterly basis, and also receives a portion of those revenues to reimburse the City for its initial investment in the infrastructure. The original agreements were designed to pay back the City for its investment over a period of 15 years. Currently, at three of those distributions the TIF revenues do not meet the quarterly "debt service" payment (although it should be noted that debt was not actually issued for the City's portion of the project, the amount is only amortized to come up with a repayment schedule), and at the fourth distribution (May of each year) the payment exceeds the debt service because the property tax increment is included in that payment, in addition to the sales tax increment. New Madrid County participates in the TIF district by reimbursing the City half of any quarterly shortfall.

At the current projected pace, the City will be paid back for its initial investment in 10 years instead of the originally contemplated 15 years.

Cotton Ridge Development is requesting amendment to the agreements so that the TIF revenues above the scheduled debt service during the May distribution are distributed to the developers rather than the City. The effect of this change is to extend the City's payback period from 10 years back to the original 15 year projection. The City will still receive full reimbursement from TIF revenues for the City's investment in the infrastructure. New Madrid County has already approved its portion of these amended agreements.

**AN EMERGENCY ORDINANCE APPROVING A FIRST AMENDMENT TO INTERGOVERNMENTAL COOPERATION AGREEMENT, SECOND AMENDED AND RESTATED REDEVELOPMENT AGREEMENT AND AMENDED AND RESTATED PARCEL DEVELOPMENT AGREEMENT IN CONNECTION WITH THE SIKESTON 60 WEST TAX INCREMENT FINANCING REDEVELOPMENT PLAN.**

**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**, pursuant to Ordinance No. 5973, adopted on January 5, 2015, the City Council approved “The Sikeston 60 West Tax Increment Financing Redevelopment Plan” (as subsequently amended, the “Redevelopment Plan”) and designated the redevelopment area described therein (the “Redevelopment Area”) as a “redevelopment area” pursuant to the Act; and

**WHEREAS**, the City and New Madrid County (the “County”) are parties to an Intergovernmental Cooperation Agreement dated as of May 6, 2015 (the “Existing Cooperation Agreement”) relating to the funding of certain “Infrastructure Improvements” benefiting the Redevelopment Area;

**WHEREAS**, the City, Sikeston Development Co., LLC (“SDC”), and Cotton Ridge Development Co., LLC (“CRD”) are parties to a certain Amended and Restated Redevelopment Agreement dated as of \_\_\_\_\_, 2016, as amended by the First Amendment to Amended and Restated Redevelopment Agreement with respect to the portion of the Redevelopment Area described in the Redevelopment Plan as “RPA 1” (the “Existing RPA 1 Redevelopment Agreement”);

**WHEREAS**, CRD, SDC, Rosewood Vanguard Corp. (the “Sub-Developer”) and the City are parties to a certain Parcel Development Agreement (Watami Sushi and Hibachi Steakhouse II) dated as of \_\_\_\_\_, 2017 relating to certain rights under the Existing RPA 1 Redevelopment Agreement (the “Existing Parcel Development Agreement”); and

**WHEREAS**, the parties to the Existing Cooperation Agreement, the Existing RPA 1 Redevelopment Agreement and the Existing Parcel Development Agreement desire to make certain revisions to those documents to revise the allocation of the TIF Revenues therein;

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

**Section 1.** The City Council finds and determines that it is necessary and desirable to enter into the following agreements (collectively, the “Amended Agreements”):

- (a) First Amendment to Intergovernmental Agreement between the City and the County, in substantially the form attached hereto as **Exhibit A**;
- (b) Second Amended and Restated Redevelopment Agreement among the City, SDC and CRD, in substantially the form attached hereto as **Exhibit B**; and
- (c) Amended and Restated Parcel Development Agreement among CRD, SDC, the Sub-Developer and the City, in substantially the form attached hereto as **Exhibit C**.

The Mayor is hereby authorized and directed to execute the Amended Agreements on behalf of the City. The City Clerk is hereby authorized and directed to attest to the Amended Agreements and to affix the seal of the City thereto. The Amended Agreements shall be in substantially the forms attached to this Ordinance, which Amended Agreements are hereby approved by the City Council, with such changes therein as shall be approved by the officers of the City executing the same.

**Section 2.** The officers, agents and employees of the City are hereby authorized and directed to execute all documents and take such steps as they deem necessary and advisable in order to carry out and perform the purpose of this Ordinance.

**Section 3.** 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 4. Emergency Clause.** This ordinance is adopted as an emergency measure so that the effective date corresponds with distribution schedules for the affected tax increment financing revenues.

**Section 5. Record of Passage:**

A. Emergency Bill number 6180 was introduced to the City Council and read the first time on this 6th day of January, 2020.

B. Emergency Bill number 6180 was read for the second and final time and discussed on this 27th day of January, 2020, and final passage thereon was voted as follows:

Burch \_\_\_\_\_, Evans \_\_\_\_\_, Merideth \_\_\_\_\_, Self \_\_\_\_\_,  
Settles \_\_\_\_\_, Sparks \_\_\_\_\_, Williams \_\_\_\_\_,  
thereby being \_\_\_\_\_.

C. Upon passage by the City Council, this bill shall become Ordinance 6180 and shall be in full force and effect immediately.

\_\_\_\_\_  
Mayor Steven Burch

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

**SEAL/ATTEST**

\_\_\_\_\_  
Carroll L. Couch, City Clerk

**AMENDED AND RESTATED PARCEL DEVELOPMENT AGREEMENT**  
(Watami Sushi and Hibachi Steakhouse II)

This **AMENDED AND RESTATED PARCEL DEVELOPMENT AGREEMENT** ("Parcel Development Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and among **COTTON RIDGE DEVELOPMENT CO., LLC** ("CRD"), **SIKESTON DEVELOPMENT CO., LLC** ("SDC"), **ROSEWOOD VANGUARD CORP.**, a Missouri corporation d/b/a Watami Sushi and Hibachi Steakhouse II (the "Sub-Developer"), and the **CITY OF SIKESTON, MISSOURI** (the "City"). *Capitalized terms used herein and not otherwise defined have the meanings set forth in the Second Amended and Restated Redevelopment Agreement dated as of \_\_\_\_\_, 2020 by and among the City, the Developer and Sikeston Development Co., LLC (the "Redevelopment Agreement").*

**RECITALS**

A. The property legally described in **Exhibit A** attached hereto (the "Property") is part of RPA 1 described in "The Sikeston 60 West Tax Increment Financing Redevelopment Plan" (as amended, the "Redevelopment Plan") and is subject to the Redevelopment Agreement.

B. In accordance with **Section 14** of the Redevelopment Agreement, the parties hereto desire to enter into this Parcel Development Agreement to assign certain rights and responsibilities of the Developer under the Redevelopment Agreement to the Sub-Developer.

**NOW, THEREFORE**, for and in consideration of the promises and the covenants entered herein, the parties agree as follows:

1. The Sub-Developer has purchased the Property from CRD.
2. The Sub-Developer has constructed an approximately 8,000 square foot restaurant and an associated parking lot on the Property (the "Sub-Developer Project").
3. The parties agree that the Sub-Developer Project constitutes part of the Supplemental Work described in the Redevelopment Agreement.
4. The Sub-Developer has complied with all requirements of the Redevelopment Agreement relating to the construction of the Sub-Developer Project, including, without limitation, the submission of construction plans pursuant to **Section 3** of the Redevelopment Agreement.
5. CRD and SDC hereby assign to Sub-Developer the following portion of their rights to receive TIF Revenues under **Section 5** of the Redevelopment Agreement:
  - Of the TIF Revenues payable to SDC under Sections 5(b)(ii) and (iii) of the Second Amended And Restated Redevelopment Agreement (the "SDC TIF Revenues"), an amount equal to 93.8% of those SDC TIF Revenues generated solely from the Property shall be paid to Sub-Developer up to a cumulative maximum of \$100,000.00 (the "Sub-Developer TIF Assistance").
6. CRD and SDC hereby direct the City to pay, and the City hereby agrees to pay, the TIF Revenues constituting the Sub-Developer TIF Assistance (that would otherwise be paid to CRD and SDC pursuant to **Section 5** of the Redevelopment Agreement) to the Sub-Developer, to the extent such TIF Revenues are available for such payments pursuant to the Redevelopment Agreement and CRD has

submitted a Certificate of Reimbursable Project Costs in connection with the Sub-Developer Project identifying at least \$100,000 of Reimbursable CRD Costs.

7. Notwithstanding anything herein to the contrary, the City, its governing body, officials, agents, employees and independent contractors and CRD and SDC and their respective members, managers, agents, servants and employees (each a “Released and Indemnified Party” and collectively, the “Released and Indemnified Parties”) shall not be liable to the Sub-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 Parcel Development Agreement or the Redevelopment 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 in the Redevelopment Agreement or the Sub-Developer is prevented from enjoying the rights and privileges hereof.

8. The Sub-Developer releases from and covenants and agrees that the Released and Indemnified Parties shall not be liable for, and agrees to indemnify and hold harmless the Released and Indemnified Parties 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 Sub-Developer Project, except City-related Released and Indemnified Parties if caused by the willful misconduct or negligence of the City, its governing body, officials, agents, employees or independent contractors and CRD-related and SDC-related Released and Indemnified Parties if caused by the willful misconduct or negligence of CRD and SDC or their respective members, managers, agents, servants and employees.

9. The Sub-Developer agrees to indemnify, defend and hold harmless the Released and Indemnified Parties 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 Sub-Developer Project, or (ii) the negligence or willful misconduct of the Sub-Developer, its managers, officials, agents, employees or independent contractors in connection with the management, development, redevelopment and construction of the Sub-Developer Project, except City-related Released and Indemnified Parties if caused by the willful misconduct or negligence of the City, its governing body, officials, agents, employees or independent contractors and CRD-related and SDC-related Released and Indemnified Parties if caused by the willful misconduct or negligence of CRD or SDC or their respective members, managers, agents, servants and employees.

10. The Sub-Developer agrees to indemnify, defend, and hold harmless the Released and Indemnified Parties 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 the Property in connection with the construction of the Sub-Developer 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, CRD, SDC 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.

11. 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 Sub-Developer or its officers, agents, independent contractors or employees or any other person who may be about the Property due to any act of negligence of any person, except to the extent caused by the willful misconduct

or negligence of the City, its governing body, officials, agents, employees, or independent contractors. CRD and SDC and their respective members, managers, agents, servants and employees shall not be liable for any damage or injury to the persons or property of the Sub-Developer or its officers, agents, independent contractors or employees or any other person who may be about the Property due to any act of negligence of any person, except to the extent caused by the willful misconduct or negligence of CRD or SDC or their respective members, managers, agents, servants and employees.

12. No member of the governing body, officials, agents, employees or independent contractors of the City shall be personally liable to the Sub-Developer in the event of a default or breach by any party under this Parcel Development Agreement or the Redevelopment Agreement.

13. 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.

14. The Sub-Developer shall provide ten days' prior written notice to CRD, SDC and the City of any assignment of its interest in this Parcel Development Agreement. The Sub-Developer's interest in this Parcel Development Agreement shall be automatically assigned to all successors in interest. The Sub-Developer acknowledges that it has been provided with and/or has reviewed true and accurate copies of the Redevelopment Plan, the Redevelopment Plan Ordinance, the Redevelopment Agreement and all other documents associated with the Redevelopment Plan that may be necessary for Sub-Developer to make an informed decision regarding purchase of the Property with respect to the matters set forth in those documents and this Parcel Development Agreement.

15. This Parcel Development Agreement shall be governed by the laws of the State of Missouri.

16. This Parcel Development Agreement shall be deemed terminated upon the termination of the Agreement.

[Remainder of Page Intentionally Left Blank]

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

**COTTON RIDGE DEVELOPMENT CO.,  
LLC**

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

**SIKESTON DEVELOPMENT CO., LLC**

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

**ROSEWOOD VANGUARD CORP. d/b/a  
WATAMI SUSHI AND HIBACHI  
STEAKHOUSE II**

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

**CITY OF SIKESTON, MISSOURI**

By: \_\_\_\_\_  
Name: Steven H. Burch  
Title: Mayor

## **EXHIBIT A**

### **LEGAL DESCRIPTION OF THE PROPERTY**

Lot 1, Block 4, Cotton Ridge Development, 1<sup>st</sup> Addition to the City of Sikeston, New Madrid County, Missouri.

## SECOND AMENDED AND RESTATED REDEVELOPMENT AGREEMENT

This **SECOND AMENDED AND RESTATED REDEVELOPMENT AGREEMENT** (the “Agreement”) is made and entered into as of \_\_\_\_\_, 2020 (the “Effective Date”) by and among the **CITY OF SIKESTON, MISSOURI**, a charter city organized and existing under the laws of the State of Missouri (the “City”), **SIKESTON DEVELOPMENT CO., LLC**, a limited liability company organized and existing under the laws of the State of Missouri (“SDC”), and **COTTON RIDGE DEVELOPMENT CO., LLC**, a limited liability company organized and existing under the laws of the State of Missouri (“CRD” and together with SDC, the “Developers”).

### 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. 5973, adopted on January 5, 2015, the City Council approved “The Sikeston 60 West Tax Increment Financing Redevelopment Plan” (as subsequently amended, 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 Original Redevelopment Plan as “RPA 1” and legally described in **Exhibit A** attached hereto.

3. In response to a request for proposals, SDC 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 requested 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 SDC for other portions of the RPA 1 Redevelopment Project.

5. SDC has assigned its interests in the Proposal and portions of the property in RPA 1 to CRD.

6. Pursuant to Ordinance Nos. \_\_\_\_\_ and \_\_\_\_\_, adopted on \_\_\_\_\_, 2016 and \_\_\_\_\_, 2017, respectively, the City Council authorized the City to enter into an Amended and Restated Redevelopment Agreement and First Amendment to Amended and Restated Redevelopment Agreement (collectively, the “Existing Redevelopment Agreement”) to provide the terms and conditions upon which the City, SDC and CRD will construct the RPA 1 Redevelopment Project and be reimbursed for certain costs, as contemplated by the Act and the Original Redevelopment Plan.

7. Pursuant to Ordinance No. \_\_\_\_, adopted on \_\_\_\_\_, 2019, the City Council authorized the City to enter into this Agreement to amend and restate the Existing Redevelopment Agreement as provided herein.

## **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 SDC.

(b) SDC hereby agrees to complete the “Work” described on **Exhibit B** attached hereto at its own expense no later than June 30, 2016. 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, SDC may submit a Certificate of Reimbursable Project Costs in substantially the form attached hereto as **Exhibit C** evidencing the costs of the Work for which SDC wishes to be reimbursed pursuant to **Section 5** below.

(c) CRD hereby agrees to complete the “Supplemental Work” described on **Exhibit B** attached hereto at its own expense as market conditions permit. Completion of portions of the Supplemental Work shall be deemed to have occurred when the City issues an occupancy permit pursuant to its municipal code for the retail, restaurant and office buildings to be constructed as part of the Supplemental Work. Following the receipt of an occupancy permit or permits for each of the retail, restaurant and/or office buildings to be constructed as part of the Supplemental Work, CRD may submit Certificates of Reimbursable Project Costs in substantially the form attached hereto as **Exhibit C** evidencing the costs of the Supplemental Work for which CRD wishes to be reimbursed pursuant to **Section 5** below.

(d) The City shall review the submitted Certificates of Reimbursable Redevelopment Project Costs and provide written objections, if any, to SDC or CRD, as applicable, within 30 days from receipt of the applicable Certificate of Reimbursable Redevelopment Project Costs. If any objections are provided, SDC or CRD, as applicable, shall cure such objections and resubmit the applicable 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.** SDC will complete the Work and CRD will complete the Supplemental Work according to all applicable federal, state and local ordinances, laws, regulations and codes. The City may inspect the Work and the Supplemental 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 Developers shall submit construction plans for the Work and the Supplemental Work to the City as follows:

(a) *Initial Approval.* The Developers will submit to the City construction plans for the Work and the Supplemental 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 Developers will not begin the Work or the Supplemental 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 Developers 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 Developers 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 Developers is prevented from enjoying the rights and privileges hereof.

(b) The Developers release from and covenant and agree that the City and its governing body, officials, agents, employees and independent contractors shall not be liable for, and agree to, jointly and severally, 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 Developers agree to, jointly and severally, 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 Developers, 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 Developers agree to, jointly and severally, 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 Developers or their respective 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 Developers 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.

“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 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.

“Cooperation Agreement” means the Intergovernmental Cooperation Agreement dated as of May 6, 2015 by and between the City and New Madrid County, Missouri, as may be amended from time to time.

“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 Cooperation Agreement).

“Reimbursable CRD Costs” means the costs of the Supplemental Work identified on the Certificates of Reimbursable Redevelopment Project Costs for the Supplemental Work approved by the City in the maximum amount of \$3,000,000 plus interest on such costs accruing at a rate of 4.5% per annum (assuming a 30/360 year) from the date that each applicable Certificate of

Reimbursable Redevelopment Project Costs is approved or deemed approved by the City pursuant to **Section 1**. The City and the Developers agree that Reimbursable CRD Costs can consist of any costs that qualify as a “redevelopment project cost” under Section 99.805 of the Act so long as such costs are incurred as part of the Supplemental Work.

“Reimbursable SDC Costs” means the costs of the Work identified on the Certificate of Reimbursable Redevelopment Project Costs for the Work approved by the City in the maximum amount of \$800,000 plus interest on such costs accruing at a rate of 4.5% 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**. Notwithstanding the foregoing, the City and SDC agree that the Certificate of Reimbursable Redevelopment Project Costs will only include costs relating to infrastructure and site work.

“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 Developers provide 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;

(ii) After deduction of the administrative fee described in (i) above, the remaining TIF Revenues shall be paid to the City and the Developers, as applicable, for the reimbursement of the Infrastructure Improvement Costs, the Reimbursable SDC Costs and Reimbursable CRD Costs. For each Calculation Period, 46.7% of the remaining TIF Revenues shall be allocated as follows: (1) up to \$16,903.40 shall be paid to the City for the reimbursement of Infrastructure Improvement Costs; and (2) any excess over \$16,903.40 shall be paid to CRD for the Reimbursable CRD Costs, unless the Developers agree otherwise in writing and provide written notice of such alternative arrangements in writing to the City. The residual 53.3% of the remaining TIF Revenues shall be paid to SDC for the Reimbursable SDC Costs, unless the Developers agree otherwise in writing and provide written notice of such alternative arrangements in writing to the City;

(iii) Notwithstanding anything to the contrary contained herein, if the City has been fully reimbursed for Infrastructure Improvement Costs, all of the TIF Revenues, after the deduction of the amount in (i), shall be paid to the Developers. The TIF Revenues paid to the Developers shall be paid first to SDC until all Reimbursable SDC Costs have been paid and then to CRD until all Reimbursable CRD Costs have been paid, unless the Developers agree otherwise in writing and provide written notice of such alternative arrangements in writing to the City; and

(iv) If CRD has been fully reimbursed for Reimbursable CRD Costs and SDC has been fully reimbursed for Reimbursable SDC Costs, then, subject to any obligations remaining under a Parcel Development Agreement, 100% of the TIF Revenues shall be paid to the City.

Notwithstanding anything to the contrary in this Section, the City and the Developers shall only be reimbursed up to the amount of the Infrastructure Improvement Costs, the Reimbursable SDC Costs and the Reimbursable CRD Costs and any payments to the Developers may be subject to a Parcel Development Agreement entered into pursuant to **Section 14**. Simultaneously with each Payment Date, the City shall provide the Developers 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, Reimbursable SDC Costs and Reimbursable CRD Costs (including accrued, but unpaid interest) not yet reimbursed.

(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, Reimbursable SDC Costs and Reimbursable CRD Costs. The Developers shall cooperate in good faith if the City decides to pursue any such issuance of bonds, notes or other obligations.

(d) The Developers 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 SDC.** SDC represents, warrants, covenants and agrees as the basis for the undertakings on its part herein contained that:

(i) SDC 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 SDC is now a party or by which SDC is bound.

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

(iv) SDC 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. SDC 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) SDC 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 SDC'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 SDC's obligations to indemnify the City, as provided in this Agreement.

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

(i) CRD 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 CRD is now a party or by which CRD is bound.

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

(iv) CRD agrees to maintain commercial general liability insurance for the Supplemental 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. CRD 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) CRD 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 CRD'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 CRD'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 the movie theatre constructed as part of the Work 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 Developers, 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 Developers 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; Parcel Development Agreement.**

(a) This Agreement may not be assigned by the Developers 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 applicable Developer or to an entity controlled by the applicable Developer or under common control with the applicable Developer (in which case the applicable Developer shall provide notice to the City of such assignment within 10 days from the date of such assignment).

(b) Notwithstanding the foregoing, the parties acknowledge that, from time to time, CRD may contract with other entities ("Sub-Developers") to complete portions of the Supplemental Work. CRD shall retain all rights and responsibilities described in this Agreement with respect to any portion of the Supplemental Work completed by a Sub-Developer, except to the extent any rights and responsibilities are assigned pursuant to a "Parcel Development Agreement" entered into among the City, CRD and the Sub-Developer. All Parcel Development Agreements are subject to approval by the City Council. A form of Parcel Development Agreement is attached hereto as **Exhibit D**.

**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: Tabitha J. Thurman  
113 Court Street  
Charleston, Missouri 63834

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

SDC: 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

CRD: Cotton Ridge Development Co., LLC  
670 N. Ranney Street  
Sikeston, Missouri 63801  
Attn: Michael Bohannon, Manager

With a copy to: John H. Johnson  
1 Park Avenue  
Wilson, Arkansas 72395

**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 Developers expressly waive their 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 Developers will provide the City with affidavits 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 Developers 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.

[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: Steven Burch  
Title: Mayor

(SEAL)

ATTEST:

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

**SIKESTON DEVELOPMENT CO., LLC**

By: \_\_\_\_\_  
Name: John A. Johnson  
Title: Manager

**COTTON RIDGE DEVELOPMENT CO.,  
LLC**

By: \_\_\_\_\_  
Name: Michael Bohannon  
Title: Manager

## **EXHIBIT A**

### **RPA 1 DESCRIPTION**

#### **TIF DISTRICT (RPA 1 LEGAL DESCRIPTION)**

A TRACT OR PARCEL OF LAND LYING IN AND BEING A PART OF U.S.P.S. NO. 159 AND A PART LOT 4 OF STALLCUP SUBDIVISION IN U.S.P.S. NO. 635 AND U.S.P.S. NO. 689, ALL IN TOWNSHIP 26 NORTH, RANGE 14 EAST, IN THE CITY OF SIKESTON, NEW MADRID COUNTY, MISSOURI AND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 1 IN BLOCK 4 OF COTTON RIDGE DEVELOPMENT, 1ST ADDITION TO THE CITY OF SIKESTON, NEW MADRID COUNTY, MISSOURI; THENCE S.09°51'24"E. ON AND ALONG THE EAST LINE OF LOT 4 OF STALLCUP SUBDIVISION A DISTANCE OF 1130.86 FEET TO THE NORTH R/W LINE OF U.S. HIGHWAY 60; THENCE S.61°17'04"W. ON AND ALONG THE NORTH R/W LINE OF U.S. HIGHWAY 60 A DISTANCE OF 772.21 FEET; THENCE S.66°03'14"W. CONTINUING ON AND ALONG THE NORTH R/W LINE OF U.S. HIGHWAY 60 A DISTANCE OF 504.60 FEET; THENCE S.71°00'38"W. CONTINUING ON AND ALONG THE NORTH R/W LINE OF U.S. HIGHWAY 60 A DISTANCE OF 1099.51 FEET; THENCE S.66°03'14"W. CONTINUING ON AND ALONG THE NORTH R/W LINE OF U.S. HIGHWAY 60 A DISTANCE OF 59.50 FEET TO THE EAST R/W LINE OF THE BURLINGTON NORTHERN RAILROAD; THENCE N.05°19'29"W. ON AND ALONG THE EAST R/W LINE OF THE BURLINGTON NORTHERN RAILROAD A DISTANCE OF 3257.27 FEET TO THE NORTH LINE OF LOT 4 OF STALLCUP SUBDIVISION IN U.S.P.S. NO. 635 AND U.S.P.S. NO. 689 IN TOWNSHIP 26 NORTH, RANGE 14 EAST, NEW MADRID COUNTY, MISSOURI; THENCE N.80°34'49"E. ON AND ALONG THE NORTH LINE OF SAID LOT 4 A DISTANCE OF 1497.00 FEET TO EAST R/W LINE OF SCHOOL STREET; THENCE S.09°31'33"E. ON AND ALONG THE SAID EAST R/W LINE OF SCHOOL STREET A DISTANCE OF 471.17 FEET TO THE SOUTH R/W LINE OF STALLCUP DRIVE; THENCE N.80°34'49"E. ON AND ALONG THE SOUTH LINE OF SAID SOUTH R/W LINE OF STALLCUP DRIVE A DISTANCE OF 262.70 FEET TO NORTHEAST CORNER OF LOT 8 OF THE J.C. PENNEY'S REPLAT OF LOTS 6, 7, 8, 9, 10, 11, 12, 13 AND 14 OF HENNING'S SUBDIVISION TO THE CITY OF SIKESTON, NEW MADRID COUNTY, MISSOURI; THENCE S.09°50'23"E. ON AND ALONG THE EAST LINE OF SAID LOT 8 A DISTANCE OF 1055.37 FEET; THENCE N.80°08'53"E. A DISTANCE OF 345.15 FEET; THENCE S.09°51'24"E. A DISTANCE OF 9.56 FEET TO THE POINT OF BEGINNING. CONTAINING IN ALL 137.91 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS, IF ANY, AFFECTING THE SAME.

## **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).

The “Supplemental Work” includes the construction of approximately 90,000 square feet of retail, restaurant and/or office buildings within RPA 1 and associated property acquisition, site preparation, utility extensions, and public improvements within RPA 1 to support such 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 Second Amended and Restated Redevelopment Agreement dated as of \_\_\_\_\_, 2019 (the “*Agreement*”) among the City of Sikeston, Missouri (the “*City*”), Sikeston Development Co., LLC (“*SDC*”) and Cotton Ridge Development Co., LLC (“*CRD*”). In connection with said Agreement, the undersigned hereby states and certifies that:

1. Each item listed on **Schedule 1** hereto is a Reimbursable [SDC / CRD] Cost that was incurred in connection with the completion of the [Work / Supplemental Work].
2. These Reimbursable [SDC / CRD] Costs have been paid by [SDC / CRD] and are reimbursable under the Act and the Agreement.
3. There has not been filed with or served upon [SDC / CRD] 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 / Supplemental 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, [SDC / CRD] shall have the right to substitute other eligible Reimbursable [SDC / CRD] Costs for payment hereunder.
6. [SDC / CRD] is not in default or breach of any term or condition of the Agreement.

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

[SDC / CRD]

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

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

**CITY OF SIKESTON, MISSOURI**

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

## EXHIBIT D

### FORM OF PARCEL DEVELOPMENT AGREEMENT

#### PARCEL DEVELOPMENT AGREEMENT

(Name of Sub-Developer)

This **PARCEL DEVELOPMENT AGREEMENT** ("Parcel Development Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and among **COTTON RIDGE DEVELOPMENT CO., LLC** ("CRD"), \_\_\_\_\_ (the "Sub-Developer") and the **CITY OF SIKESTON, MISSOURI** (the "City"). *Capitalized terms used herein and not otherwise defined have the meanings set forth in the Second Amended and Restated Redevelopment Agreement dated as of \_\_\_\_\_, 2019 by and among the City, Sikeston Development Co., LLC and the Developer (the "Redevelopment Agreement").*

#### RECITALS

A. The property legally described in **Exhibit A** attached hereto (the "Property") is part of RPA 1 described in "The Sikeston 60 West Tax Increment Financing Redevelopment Plan" (as amended, the "Redevelopment Plan") and is subject to the Redevelopment Agreement.

B. In accordance with **Section 14** of the Redevelopment Agreement, the parties hereto desire to enter into this Parcel Development Agreement to assign certain rights and responsibilities of the Developer under the Redevelopment Agreement to the Sub-Developer.

**NOW, THEREFORE**, for and in consideration of the promises and the covenants entered herein, the parties agree as follows:

1. The Sub-Developer has entered into a [purchase contract][lease] with CRD, pursuant to which the Sub-Developer will [acquire][lease] the Property.

2. The Sub-Developer intends to construct the following upon the Property: \_\_\_\_\_ (the "Sub-Developer Project").

3. The parties agree that the Sub-Developer Project constitutes part of the Supplemental Work described in the Redevelopment Agreement.

4. The Sub-Developer will comply with all requirements of the Redevelopment Agreement relating to the construction of the Sub-Developer Project.

5. CRD hereby assigns to Sub-Developer the following portion of its rights to receive TIF Revenues under **Section 5** of the Redevelopment Agreement: \_\_\_\_\_ (the "Sub-Developer TIF Assistance").

6. CRD hereby directs the City to, and the City hereby agrees to pay, the TIF Revenues constituting the Sub-Developer TIF Assistance (that would otherwise be paid to the Developer pursuant to **Section 5** of the Redevelopment Agreement) to the Sub-Developer, to the extent such TIF Revenues are available for such payments pursuant to the Redevelopment Agreement.

7. Notwithstanding anything herein to the contrary, the City, its governing body, officials, agents, employees and independent contractors shall not be liable to the Sub-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 Parcel Development Agreement or the Redevelopment 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 in the Redevelopment Agreement or the Sub-Developer is prevented from enjoying the rights and privileges hereof.

8. The Sub-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 Sub-Developer 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.

9. The Sub-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 Sub-Developer Project, or (ii) the negligence or willful misconduct of the Sub-Developer, its managers, officials, agents, employees or independent contractors in connection with the management, development, redevelopment and construction of the Sub-Developer 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.

10. The Sub-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 the Property in connection with the construction of the Sub-Developer 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.

11. 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 Sub-Developer or its officers, agents, independent contractors or employees or any other person who may be about the Property 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.

12. No member of the governing body, officials, agents, employees or independent contractors of the City shall be personally liable to the Sub-Developer in the event of a default or breach by any party under this Parcel Development Agreement or the Redevelopment Agreement.

13. 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.

14. The Sub-Developer shall provide ten days' prior written notice to the Developer and City of any assignment of its interest in this Parcel Development Agreement. The Developer's interest in this Parcel Development Agreement shall be automatically assigned to all successors and , including, without limitation, acknowledges that it has been provided with and/or has reviewed true and accurate copies of the Development Plan, the Development Plan Ordinance, the Agreement and all other documents associated with the Development Plan that may be necessary for Sub-Developer to make an informed decision regarding purchase of the Property with respect to the matters set forth in those documents and this Parcel Development Agreement.

15. This Parcel Development Agreement shall be governed by the laws of the State of Missouri.

16. This Parcel Development Agreement shall be deemed terminated upon the termination of the Agreement.

[Remainder of Page Intentionally Left Blank]

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

**COTTON RIDGE DEVELOPMENT CO.,  
LLC**

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

**[SUB-DEVELOPER]**

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

**CITY OF SIKESTON, MISSOURI**

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

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

**FIRST AMENDMENT TO  
INTERGOVERNMENTAL COOPERATION AGREEMENT**

This **FIRST AMENDMENT TO INTERGOVERNMENTAL COOPERATION AGREEMENT** (this “First Amendment”) is made and entered into as of \_\_\_\_\_, 2020 (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 **NEW MADRID COUNTY, MISSOURI**, a county and political subdivision of the State of Missouri (the “County,” and together with the City, the “Parties”) *All capitalized terms used, but not otherwise defined herein shall have the meanings set forth in the below-defined Original Cooperation Agreement.*

**RECITALS**

**A.** The City and the County are parties to an Intergovernmental Cooperation Agreement dated as of May 6, 2015 (the “Original Cooperation Agreement”) relating to the funding of certain “Infrastructure Improvements” benefiting the “Redevelopment Area” described in The Sikeston 60 West Tax Increment Financing Redevelopment Plan (as amended, the “Redevelopment Plan”).

**B.** The City and the County desire to amend the Original Cooperation Agreement as provided herein to further encourage redevelopment of the Redevelopment Area.

**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:

**1. Sections 3(b)(1) and (2) of the Original Cooperation Agreement are hereby deleted the following inserted in lieu thereof:**

(1) to pay administrative costs as provided in the Second Amended and Restated Redevelopment Agreement dated as of \_\_\_\_\_, 2020 among the City, Sikeston Development Co., LLC and Cotton Ridge Development Co., LLC, as may be amended from time to time (the “Redevelopment Agreement”);

(2) 46.7% of the remaining RPA 1 TIF Revenues, but not to exceed \$16,903.40 per Calculation Period (as defined in the Redevelopment Agreement) (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

**2.** Except as amended hereby, the Original Cooperation Agreement is and shall remain in full force and effect in accordance with the provisions thereof.

**3.** In the event of any inconsistency between the terms and provisions of the Original Cooperation Agreement and this First Amendment, the terms and provisions of this First Amendment shall prevail.

**IN WITNESS WHEREOF**, the Parties have caused this First Amendment to be executed and attested as of the date first written above.

**CITY OF SIKESTON, MISSOURI**

By: \_\_\_\_\_  
Name: Steven Burch  
Title: Mayor

(SEAL)

ATTEST:

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

**NEW MADRID COUNTY, MISSOURI**

By: \_\_\_\_\_  
Name: Mark Barker  
Title: Presiding Commissioner

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

By: \_\_\_\_\_  
Name: Bobby Aycock, Jr.  
Title: Commissioner

(SEAL)  
ATTEST:

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

# **Council Letter**

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Date of Meeting: January 27, 2020

Originating Department: Planning and Development

To the Mayor and City Council:

Subject: Rental Housing Registration and Inspection Program

Attachment(s):

1. Bill Number 6181
2. Rental Inspection Checklist

Action Options:

1. Conduct first reading of Bill Number 6181
2. Other Action Council May Deem Necessary

Background:

The City Council has discussed the rental housing inspection program in several City Council meetings and study sessions over the past year. As a result of those public meetings and the City Council and public comments received, staff has prepared a new rental housing registration and inspection program summarized as follows:

- Landlords shall register their rental units before the effective date of the ordinance (April 3, 2020) and must then renew annually by January 31.
- The cost of landlord registration shall be:
  - \$50.00 total if the property owner is registering 25 or fewer rental units, or;
  - \$100.00 total if the property owner is registering more than 25 rental units.
- Tenant registration shall no longer be required, except that current tenants at the time of initial or annual renewal of landlord registration must be listed on the landlord registration form.
- Inspection of rental properties against the standards contained in the attached checklist shall take place at the request of the property owner, operator, or occupant, or pursuant to any judicial warrant obtained by the City. No regular schedule of required inspections is established by this ordinance.

- Other exterior inspections of rental properties (for issues such as junk and trash, derelict vehicles, tall grass and weeds, etc.) shall take place on a complaint basis or upon self-initiated activity by Planning and Development staff, per the same basis and procedures as any other private property in the City, regardless of owner- or renter-occupied status.
- Any violations must be corrected within 30 days unless the violations present an immediate and serious threat to the life and health of the occupant(s) (such as a gas leak), as determined by the City Manager, in which case immediate correction of the violations shall be required or the property shall be condemned as unfit for occupation. The City Manager's determination shall be stayed only by judicial injunction.
- All other violations may be appealed to the Board of Appeals. Enforcement actions shall be stayed while the appeal is pending.
- The City will send an annual letter to the rental unit address informing the tenant of the inspection standards and the right to request an inspection.

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6181 AND SHALL AMEND TITLE V, CHAPTER 510, RENTAL PROPERTY MINIMUM HOUSING QUALITY STANDARDS IN THE MUNICIPAL CODE OF THE CITY OF SIKESTON, MISSOURI.

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

**SECTION I:** This Ordinance shall be codified in the City Municipal Code.

**SECTION II:** Chapter 510 Rental Property Minimum Housing Quality Standards shall be amended to read as follows:

Section 510.010. Generally.

The City Council of the City of Sikeston, Missouri, has found it to be in the best interest of its citizens to preserve the quality of its housing inventory and to protect its neighborhoods from neglect and deterioration which act as a threat to health, safety and the welfare of its people and places.

Section 510.020. Definitions.

As used in this Chapter, the following terms shall have these prescribed meanings:

**IPMC**

International Property Maintenance Code

**IFC**

International Fire Code

**OCCUPANT**

Any person living or sleeping in a building or having possession of a space within a building.

**OPERATOR**

Any person who has charge, care or control of a structure or premises which is let or offered for occupancy.

**OWNER**

See "PROPERTY OWNER".

**PERSON**

An individual, corporation, partnership or any other group acting as a unit.

**PREMISES**

A lot, plot or parcel of land including any structures thereon.

**PROPERTY OWNER**

Any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the State, County or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

**RENTAL PROPERTY**

Any premise(s) that is not occupied by the owner including those premises that are subject to agreements providing for contracts for deeds, including both vacant and occupied units.

**TENANT**

A person, corporation, partnership or group, whether or not the legal owner of record, occupying a building or portion thereof as a unit.

Section 510.030. Compliance Standards.

A. All residential rental units must conform to Housing Quality Standards (HQS) established by the U.S. Department of Housing and Urban Development as well as

the following sections of the IPMC and IFC:

- 1) 302.3 IPMC
- 2) 302.7 IPMC
- 3) 304.3 IPMC
- 4) 704 IPMC
- 5) 602.2 IPMC
- 6) 908.7 IFC
- 7) 908.7.1 IFC

Section 510.040. Inspection Personnel/Administration.

- A. Inspections of residential rental property shall be conducted by staff designated by the City Manager as Rental Housing Inspectors. The Rental Housing Inspector duties of these employees shall be independent of and may be in addition to other duties of said employees. Rental Housing Inspectors shall inspect residential rental property to ensure compliance with this Chapter.
- B. Rental Housing Inspectors shall have the authority to enter into and inspect residential rental properties at any time with the consent of the property owner, operator, or occupant, or pursuant to any warrant.
- C. The City Manager is directed to develop any appropriate forms, applications and other materials in order to accommodate this Chapter.
- D. The City shall annually send a letter to all known residential rental unit physical addresses informing tenants of the provisions of this Chapter.

Section 510.050. Registration Fees and Procedures.

- A. All property owners of residential rental property shall be required to fill out and submit a Landlord Registration Form on or before the effective date of the ordinance enacting this chapter, then annually on or before January thirty-first (31st) of each year, with the appropriate fee for the rental property or properties as designated in this Chapter.
- B. The Landlord Registration Form shall contain owner and operator contact information, the physical address of the residential rental property or properties, the names of the tenants as of the date the form is submitted, and any other information deemed necessary by the City Manager.
- C. The property owner shall submit said application to the City Planning and Development Office together with the Landlord Registration Fee which shall be as follows:
  - 1) Fifty dollars (\$50.00) total if the property owner is registering 25 or fewer rental units, or;
  - 2) One hundred dollars (\$100.00) total if the property owner is registering more than 25 rental units.
- D. Failure to timely submit a completed Landlord Registration Form with the requisite fees set by this Chapter will result in the property owner being found in violation of this Chapter and subject to a fine of not less than five hundred dollars (\$500.00).

Section 510.060. Inspections, Enforcement, Correction of Violations, and Penalties.

- A. Interior inspections of residential rental properties shall take place at the request of the property owner, operator, or occupant, or pursuant to any warrant. No regular schedule of required inspections is established by this Chapter.
- B. Exterior inspections of residential rental properties shall take place on a complaint basis or upon self-initiated activity by Planning and Development staff, per the same basis and procedures as any other private property in the City, regardless of owner- or renter-occupied status.
- C. The property owner shall have thirty (30) days within which to correct violations of the Compliance Standards defined in Section 510.030, unless the violations present an immediate and serious threat to the life and health of the occupant(s), as determined by the City Manager, in which case immediate correction of the violations

shall be required or the property shall be condemned as unfit for occupation. The City Manager's determination shall be stayed only by judicial injunction.

- D. Failure by the property owner to remedy violations within the time frames defined in Section 510.060(C) shall result in the filing of a complaint. Convictions on said charges will result in a minimum fine of one hundred dollars (\$100.00) for every thirty (30) days or portion thereof the violation goes un-remedied, up to a maximum fine of five hundred (\$500.00).

Section 510.070. Appeals Board.

- A. Any violation of this Chapter, except violations that present an immediate and serious threat to the life and health of the occupant(s) as determined by the City Manager per Section 510.060(C), may be appealed to the City of Sikeston Board of Appeals, within 10 days of the date the notice of violation is mailed to the property owner.
- B. Enforcement of this Chapter shall be stayed until any properly filed appeal is pending before the Board of Appeals.
- C. Meetings of the Board of Appeals will be called upon receipt of a completed Board of Appeals Application Form or at the direction of the Chairperson of said Board.
- D. Notice of meetings of the Board of Appeals will be posted at City Hall with the members receiving first class mail notice of same.
- E. Meetings will be conducted as soon after filing an appeal as is reasonably possible.

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

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

SECTION V: Record of Passage:

- A. Bill Number 6181 was introduced and read the first time this 27<sup>th</sup> day of January, 2020.
- B. Bill Number 6181 was read the second time and discussed this 3<sup>rd</sup> day of February, 2020, and voted as follows:

Evans, \_\_\_\_\_, Sparks, \_\_\_\_\_, Merideth, \_\_\_\_\_,  
Self, \_\_\_\_\_, Settles, \_\_\_\_\_, Williams, \_\_\_\_\_,  
Burch, \_\_\_\_\_, thereby being  
\_\_\_\_\_,  
becoming Ordinance 6181.

- C. Ordinance 6181 shall be in full force and effect from and after Friday, April 3, 2020.

\_\_\_\_\_  
Steven Burch, Mayor

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

Seal / Attest:

\_\_\_\_\_  
Carroll Couch, City Clerk



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

## **Rental Inspection Checklist**

### **EXTERIOR PROPERTY AREAS**

Sidewalks/Driveways free from substantial cracks, broken areas and trip hazards (302.3 IPMC) ☐ Yes ☐ No  
Accessory structures such as fences, detached garages and sheds in good repair (302.7 IPMC) ☐ Yes ☐ No

### **EXTERIOR OF STRUCTURE**

Street numbers on property are plainly legible and visible from the street (304.3 IPMC) ☐ Yes ☐ No  
Foundation is sound in appearance, free from hazards and has no open holes (HUD) ☐ Yes ☐ No  
Stairs, rails and porches are free from rot and broken or missing parts (HUD) ☐ Yes ☐ No  
Roof and gutters are sound (not buckling, sagging or have holes in the structure) (HUD) ☐ Yes ☐ No  
Chimney structurally sound (not significantly damaged or leaning) (HUD) ☐ Yes ☐ No  
Lead-based paint is not present or not exposed on windows, window sills, walls or other areas (HUD) ☐ Yes ☐ No

### **INTERIOR OF STRUCTURE**

Electrical free of hazards such as exposed wires, outlets not working, broken covers or no GFCI (HUD) ☐ Yes ☐ No  
Emergency exits are accessible, windows and doors secure and operational as designed (HUD) ☐ Yes ☐ No  
Windows and window sills are in reasonably sound condition (HUD) ☐ Yes ☐ No  
Ceilings are sound (not buckling, sagging, has holes/cracks or substantially stained) (HUD) ☐ Yes ☐ No  
Walls are sound (not buckling, bulging, leaning or having significantly sized holes) (HUD) ☐ Yes ☐ No  
Floors are sound (no hazardous cracks, significant holes, buckling or major movement) (HUD) ☐ Yes ☐ No  
Lead-based paint is not present or not exposed on windows, window sills, walls or other areas (HUD) ☐ Yes ☐ No  
Appliances are working as designed (HUD) ☐ Owner Supplied ☐ Tenant Supplied ☐ Yes ☐ No  
Bathroom ventilation (electric fan or operable window) is working (HUD) ☐ Yes ☐ No  
Smoke detectors are in proper locations, working and connected properly (704 IPMC) ☐ Yes ☐ No  
    ❖ Must install according to the manufacturer's specifications/installation instructions  
    ❖ On the ceiling or wall outside of each separate sleeping area, in the immediate vicinity of bedrooms  
    ❖ In each room used for sleeping purposes  
    ❖ In each story within a dwelling unit (including basements & cellars); open split levels require 1 detector  
Compliant heating facilities capable of maintaining a household temperature of 65° (602.2 IPMC) ☐ Yes ☐ No  
Carbon monoxide alarms are in proper location, working and connected properly (908.7 & 908.7.1 IFC) ☐ Yes ☐ No  
    ❖ Must install according to the manufacturer's specifications/installation instructions  
    ❖ Must install in any room containing gas-powered equipment or appliance

***If there are any areas checked (NO) other documentation will be attached***

NOTE: Some repairs may require building permits, please contact the Code Enforcement Office with questions.

The City of Sikeston wants landlords to be prepared for rental unit inspections. This review of codes that our staff uses for inspections should help you prepare and pass your inspection! Please note that this is a summary list based on HUD Form 52580-A, IMPC and IFC.

# **Council Letter**

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Date of Meeting: 2019-01-27

Originating Department: Department of Public Safety

To the Mayor and City Council:

Subject:

Purchase of Surplus Highway Patrol Vehicle

Action Options:

1. Award Surplus Highway Patrol Vehicle
2. Other action Council may deem appropriate.

Background:

The Department of Public Safety would like to purchase one (1) used AWD Highway Patrol 2015 Dodge Charger at the price of \$15,300 each with additional dollars used to outfit each vehicle with emergency equipment and K9 specific equipment. \$900.00 would be added to the initial cost for a light bar and siren which Highway Patrol mechanics would install prior to purchase. This would bring the initial cost to \$16,200.00.

MISSOURI STATE HIGHWAY PATROL  
 Fleet & Facilities Division  
 P.O. Box 568  
 Jefferson City, MO 65102  
**VEHICLE SALES INVOICE**

Invoice Number:

Page 1 of 1

Under provisions of 43.260 RSMo, the Missouri State Highway Patrol is authorized to sell the following used vehicles.

- (1) Year and Make of Vehicle: 2015 Dodge Charger AWD Title Number: \_\_\_\_\_  
 Serial Number: 2C3CDXKT6FH779219 P Number: 15177 Price: \$16,200.00  
 Comments: includes LED light bar, control box and speaker
- (2) Year and Make of Vehicle: \_\_\_\_\_ Title Number: \_\_\_\_\_  
 Serial Number: \_\_\_\_\_ P Number: \_\_\_\_\_ Price: \_\_\_\_\_  
 Comments: \_\_\_\_\_
- (3) Year and Make of Vehicle: \_\_\_\_\_ Title Number: \_\_\_\_\_  
 Serial Number: \_\_\_\_\_ P Number: \_\_\_\_\_ Price: \_\_\_\_\_  
 Comments: \_\_\_\_\_
- (4) Year and Make of Vehicle: \_\_\_\_\_ Title Number: \_\_\_\_\_  
 Serial Number: \_\_\_\_\_ P Number: \_\_\_\_\_ Price: \_\_\_\_\_  
 Comments: \_\_\_\_\_
- (5) Year and Make of Vehicle: \_\_\_\_\_ Title Number: \_\_\_\_\_  
 Serial Number: \_\_\_\_\_ P Number: \_\_\_\_\_ Price: \_\_\_\_\_  
 Comments: \_\_\_\_\_

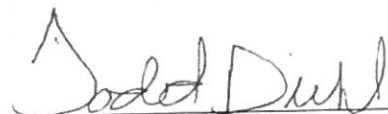
Agency: Sikeston DPS

Address: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Upon receipt of a check in the amount of \$16,200.00, payable to the Missouri State Highway Patrol, title(s) to the above identified vehicle(s) will be transferred to the above buyer. No guarantee on the used vehicle(s) is expressed or implied by the Missouri State Highway Patrol.

MISSOURI STATE HIGHWAY PATROL

  
 By

Fleet Control Coordinator  
 Title

01/10/2020  
 Date

# **Council Letter**

---

Date of Meeting     20-01-27

Originating Department: Public Works

To the Mayor and City Council:

Subject: Authorization to select Landscape Architect firm for Recreation Complex/Bootheel Golf Course Master Plan Design

Action Options:

1. Select Gateway Design Studio, LLC. to design a conceptual layout of the Recreation Complex/Bootheel Golf Course Master Plan.
2. Other action the City Council deems appropriate.

Background:

The Parks and Recreation Department is seeking approval to select Gateway Design Studio to design a conceptual layout of the Recreation Complex/Bootheel Golf Course Master Plan.

Staff opened proposals from four landscape architecture firms on Wednesday, December 18, 2019 and met with the Professional Services Committee on Wednesday, January 15, 2020 to review the proposals. Three out of the four proposals were similar; however, due to the familiarity of working with Gateway Design Studio previously on the first phase of the Cotton Belt Trail, we recommend that Gateway Design Studio be selected to design this Master Plan project.

The budget for the Master Plan was \$25,000 and in agreeance with Gateway Design Studio, the fee for the project will not exceed \$30,000. The additional costs will be covered by other unused funds in Parks' maintenance and operations budget.