


City of Sikeston

REGULAR CITY COUNCIL MEETING
SIKESTON CITY HALL
Monday, April 6, 2015
5:00 P.M.

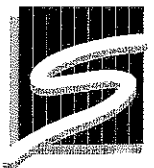
- I. CALL TO ORDER
- II. RECORD OF ATTENDANCE
- III. OPENING PRAYER
- IV. PLEDGE OF ALLEGIANCE
- V. APPROVAL OF CITY COUNCIL MINUTES
 - A. Regular City Council Minutes March 02, 2015
 - B. Special City Council Minutes w/School Board March 19, 2015
 - C. Special City Council Minutes March 30, 2015
- VI. ACCEPTANCE OF BOARD AND COMMISSION MINUTES
 - A. Housing Authority January 12, 2015
 - B. Housing Authority February 9, 2015
 - C. LCRA January 20, 2015
 - D. Library Board February 2, 2015
 - E. Planning & Zoning January 13, 2015
 - F. Tourism February 24, 2015
- VII. PRESENTATIONS

DPS Presentation
Employee of the Quarter
- VIII. ITEMS OF BUSINESS
 - A. Briefing: Request for Downtown Balcony
 - B. Briefing: LCRA Summer Mowing Program
 - C. 2nd Reading & Consideration, Bill #5975, Consideration and Adoption of Intergovernmental Agreement
 - D. 2nd Reading & Consideration, Bill #5974, Consideration and Adoption of Redevelopment Agreement
 - E. Authorization to Enter into Engineering Contract for New Infrastructure
 - F. Other Items As May Be Determined During the Course of the Meeting
- IX. Executive Session
Personnel (RSMo. 610.021(2))
- X. ADJOURNMENT

Dated this 1st day of April 2015


Carroll Couch, City Clerk

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



REGULAR CITY COUNCIL MEETING
MARCH 2, 2015

The regular Sikeston City Council meeting of March 2, 2015 was called to order at 5:00 p.m. in the City Council Chambers, located at 105 East Center, Sikeston. Present at the meeting were: Mayor Jerry Pullen and Councilmen Steven Burch, Jon Gilmore, John Graham, and Kathy Teachout. Councilmen Bob Depro and Maude Harris were absent. Staff in attendance were: City Manager Jonathan Douglass, City Counselor Chuck Leible, City Clerk Carroll Couch, City Treasurer Karen Bailey, Governmental Services Director Linda Lowes, Public Safety Director Drew Juden, Public Works Director Jay Lancaster, Economic Development Director Ed Dust, Park Director Jiggs Moore, Street Superintendent Brian Dial, Street Supervisor Darren Martin, and Senior Building Official Collin Cecil.

APPROVAL OF CITY COUNCIL MINUTES

City Council minutes of the regular meeting of February 2, special meeting of February 19 and the special meeting with a public hearing of February 19, 2015 were presented for approval. Councilman Gilmore moved to approve the minutes as presented. Councilman Teachout seconded the motion and the following roll call vote was recorded:

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

ACCEPTANCE OF BOARD AND COMMISSION MINUTES

Minutes from Library Board meeting of January 5, 2015 were presented to the City Council. Councilman Gilmore moved to accept the minutes as presented. The motion was seconded by Councilman Teachout and voted as follows:

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

ITEMS OF BUSINESS

Bill Number 5982, Request for Rezoning Light Industrial "LI" to Commercial "C-3"

Councilman Teachout moved for the first reading of Bill Number 5982. The motion was seconded by Councilman Burch and the following vote recorded:

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

Counselor Leible presented the bill for reading. This bill as approved shall become Ordinance Number 5982 providing for the rezoning from Light Industrial "LI" to Highway Commercial "C-3" the following described real estate to-wit: A tract of land, which consists of approximately 36.18 acres and is located generally south of Stallcup Drive, west of Lawrence Street and north of Hennings Drive as extended, in the City of Sikeston, New Madrid County, Missouri.

Bill 5983, Subdivision Request

Councilman Burch moved for the first reading of Bill Number 5983. The motion was seconded by Councilman Teachout and the following vote recorded:

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

Counselor Leible presented the bill for reading: This bill as approved shall become Ordinance Number 5983 providing for approval of subdividing an 36.18 acre tract or parcel of land being known as Cotton Ridge Development, 1st Addition, City of Sikeston, New Madrid County, Missouri and which generally lies south of Stallcup Drive, West of Lawrence Street, and north of Hennings Drive as extended, in the City of Sikeston, New Madrid County, Missouri.

Bill 5981, Amending City Code 620.080 Pawn Shop Limitations

Councilman Gilmore moved for the first reading of Bill Number 5981. The motion was seconded by Councilman Graham and the following vote recorded:

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

Counselor Leible presented the bill for reading. This bill as approved shall become Ordinance Number 5981 establishing amended regulations for the licensing and regulation of pawnbrokers and traders of precious commodities within the City of Sikeston.

Interim Appointment to SEMO University Sikeston Campus Advisory Council and Strategic Plan Implementation Commission

Chad Crow has submitted his resignation to the SEMO University Sikeston Campus Advisory Council. His term expires December 31, 2017. Councilman Teachout nominated Mary Below to fill the unexpired term of Chad Crow. The motion was seconded by Councilman Gilmore and the following roll call vote recorded:

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

Due to a pending transfer, Rev. Geoff Posegate has resigned his position on the Strategic Plan Implementation Commission. His term ends in October 2016. Councilman Graham nominated Mike Ziegenhorn to fill the unexpired term of Geoff Posegate. The motion died for lack of a second.

Councilman Gilmore nominated Rick Murray to fill the unexpired term on the Strategic Plan Implementation Commission. The motion died for lack of a second.

Councilman Burch nominated Steve McPheeters to serve Geoff Posegate's term. The motion was seconded by Councilman Teachout and the following roll call vote recorded:

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

Capital Improvements and Equipment Replacements for Park & Street Divisions

Public Works Director Jay Lancaster reported the FY2016 Budget provided for a sizeable lease purchase payment for equipment replacement in the Street Division. The lease payment for the dump trucks was a fraction of what was anticipated for the first year and no decision has been made on the street sweeper. He requested permission to re-prioritize capital improvement purchases with a purchase of a tractor for Street Division, a bobcat/skid steer for Parks Division and a truck for him. The skid steer and pickup truck would be purchased off of state contract and include the trading of a Chevrolet Malibu. Bids will be obtained for the tractor.

Councilman Burch moved to authorize the capital improvement equipment purchases as requested. The motion was seconded by Councilman Graham and the following roll call vote recorded:

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

Resolution 15-03-01, Declaration of Surplus Property

City staff requested equipment and a vehicle be declared surplus, to facilitate the changes approved in the FY2016 Capital Improvement Plan.

RESOLUTION 15-03-01

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

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

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

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

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

Equipment:

1. 2001 Bobcat Skid Steer 773H, Serial #517616462
2. 2000 John Deere Tractor Model: 5410, VIN #LV5410S441236

Vehicle:

1. 2014 Chevrolet Malibu, VIN #1G11B5SL5EF151562

Read this 2nd day of March, 2015, Councilman Gilmore voted to approve Resolution 15-03-01. The motion was seconded by Councilman Graham, discussed and voted as follows:

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

Tentative Budget Process Calendar

A tentative FY2016 budget process calendar was presented. Final budget adoption is anticipated on June 15, 2015.

Other Items

Councilman Burch is the only candidate for mayor. His election will result in a vacancy in the at-large council seat. James Crow suggested the City accept letters of interest from individuals interested in appointment to that seat.

ADJOURNMENT

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

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

APPROVED:

JERRY PULLEN, MAYOR

ATTEST:

CARROLL L. COUCH, CITY CLERK

SEAL:

SPECIAL JOINT CITY COUNCIL MEETING
WITH THE SKESTON R-6 SCHOOL BOARD
MARCH 19, 2015

CALL TO ORDER/RECORD OF ATTENDANCE

The special Skeston City Council meeting and study session of March 19, 2015 was called to order at 7:00 a.m., in the City Council Chambers, located at 105 East Center, Skeston. Present at the meeting were: Mayor Jerry Pullen and Councilmen Steven Burch, Bob Depro, Jon Gilmore, John Graham, Maude Harris, and Kathy Teachout. Staff in attendance were: City Manager Jonathan Douglass, City Counselor Chuck Leible, City Clerk Carroll Couch, City Treasurer Karen Bailey, Governmental Services Director Linda Lowes, Public Safety Director Drew Juden, Public Works Director Jay Lancaster, Economic Development Director Ed Dust, Parks Director Jiggs Moore, Network Administrator Dave Warren, Street Superintendent Brian Dial, and Senior Building Official Collin Cecil.

Skeston R-6 School Board Members present were: President Deke Lape, James Gleason, Amy Blanton, Chris Hodgkiss, and Superintendent Tom Williams.

STUDY SESSION

Discussion of Issues of Mutual Interest with School District Representatives

Members of the City Council and School Board discussed issues of mutual concern. The City reviewed goals established during the 2014 council/staff retreat. Deke Lape requested an ongoing dialogue between the school and city council and a regular exchange of agendas. It was proposed the School Superintendent and City Manager to meet on a regular basis, exchange meeting agendas and discuss issues of mutual concern.

ITEMS OF BUSINESS

Bill Number 5981, Amending City Code 620.080 Pawn Shop Limitations

Councilman Depro moved for the second reading of Bill Number 5981. The motion was seconded by Councilman Gilmore and the following vote recorded:

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

Counselor Leible presented the bill for reading.

BILL Number 5981

ORDINANCE Number 5981

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 5981 ESTABLISHING AMENDED REGULATIONS FOR THE LICENSING AND REGULATION OF PAWNBROKERS AND TRADERS OF PRECIOUS COMMODITIES WITHIN THE CITY OF SKESTON.

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

SECTION I: This Ordinance shall be codified in Title VI – Business and Occupation of the Sikeston Municipal Code.

SECTION II: Title VI, Section 620.080 is amended to read as follows:

“SECTION 620.080: LIMITATIONS

A. No license shall be issued for the operation of a pawnshop, as defined herein, when the pawnshop will be located within three hundred (300) feet of any church or school, or within one hundred fifty (150) feet of residentially zoned property.

B. No license shall be issued for the operation of a pawnshop, as defined herein, when the pawnshop will be located within five hundred (500) feet of another pawnshop.

C. Licensed pawnshop(s) in operation within the City Limits of the City of Sikeston on or before December 1, 2010 shall be exempted from Section 620.080(A)(B). Any subsequent relocation or change in ownership of the pawnshop may do so only within the prescribed requirements of this section.”

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

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

SECTION V: Record of Passage:

- A. Bill Number 5981 was introduced and read the first time this 2nd day of March 2015.
- B. Bill Number 5981 was read the second time and discussed this 19th day of March 2015. Councilman Gilmore moved to approve Bill Number 5981. The motion was seconded by Councilman Depro and the following roll call vote recorded:

Burch Aye, Depro Aye, Gilmore Aye, Graham Aye, Harris Aye,
Teachout Aye, and Pullen Aye, thereby being passed,
and becoming ordinance 5981.

- C. Upon passage by the City Council, this bill shall become Ordinance 5981 and shall be in full force and effect from and after April 18, 2015.

ADJOURNMENT

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

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

APPROVED:

JERRY PULLEN, MAYOR

ATTEST:

CARROLL L. COUCH, CITY CLERK

SEAL:

SPECIAL CITY COUNCIL MEETING
MARCH 30, 2015

CALL TO ORDER/RECORD OF ATTENDANCE

The special Sikeston City Council meeting of March 30, 2015 was called to order at 11:30 a.m., in the City Council Chambers, located at 105 East Center, Sikeston. Present at the meeting were: Mayor Jerry Pullen and Councilmen Steven Burch, Bob Depro, Jon Gilmore, John Graham, and Kathy Teachout. Councilman Maude Harris was absent. Staff in attendance were: City Manager Jonathan Douglass, City Counselor Chuck Leible, City Clerk Carroll Couch, City Treasurer Karen Bailey, Governmental Services Director Linda Lowes, Public Works Director Jay Lancaster, Economic Development Director Ed Dust, Street Superintendent Brian Dial, Public Safety Captain Mike Williams, Senior Building Official Collin Cecil, and Parks Director Jiggs Moore.

ITEMS OF BUSINESS

Bill Number 5975, Consideration and Adoption of Intergovernmental Agreement

Councilman Depro moved for the first reading of Bill Number 5975. The motion was seconded by Councilman Gilmore and the following vote recorded:

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

Counselor Leible presented the Bill Number 5975 for reading, an ordinance approving an intergovernmental cooperation agreement in connection with the Sikeston 60 West Tax Increment Financing Redevelopment Plan.

Bill Number 5974, Consideration and Adoption of Redevelopment Agreement

Councilman Burch moved for the first reading of Bill Number 5974. The motion was seconded by Councilman Depro and the following vote recorded:

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

Counselor Leible presented Bill Number 5974 for reading, an ordinance approving a redevelopment agreement in connection with the Sikeston 60 West Tax Increment Financing Redevelopment Plan.

Bill Number 5982, Request for Rezoning Light Industrial "IL" to Commercial "C-3"

Councilman Depro moved for the second reading of Bill Number 5982. The motion was seconded by Councilman Burch and the following vote recorded:

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

Counselor Leible presented the bill for reading.

BILL NUMBER 3982

ORDINANCE NUMBER 3982

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 5982 PROVIDING FOR THE REZONING FROM LIGHT INDUSTRIAL "IL" TO HIGHWAY COMMERCIAL "C-3" THE FOLLOWING DESCRIBED REAL ESTATE TO-WIT: A TRACT OF LAND, WHICH CONSISTS OF APPROXIMATELY 36.18 ACRES AND IS LOCATED GENERALLY SOUTH OF STALLCUP DRIVE, WEST OF LAWRENCE STREET AND NORTH OF HENNINGS DRIVE AS EXTENDED, IN THE CITY OF SIKESTON, NEW MADRID COUNTY, MISSOURI.

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

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

SECTION II: The Planning and Zoning Commission met on March 2, 2015 and voted to approve the rezoning from Light Industrial "IL" to Highway Commercial "C-3" the following described real estate to-wit: A tract of land, which consists of approximately 36.18 acres and is located generally south of Stallcup Drive, west of Lawrence Street and north of Hennings Drive as extended, in the City of Sikeston, New Madrid County, Missouri.

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

SECTION IV: The above tract of land is hereby rezoned from "IL" Light Industrial to "C-3" Highway Commercial.

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

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

SECTION VII: Record of Passage

- A. Bill Number 5982 was introduced and read the first time this 2nd day of March 2015.
- B. Bill Number 5982 was read the second time and discussed this 30th day of March 2015. Councilman Gilmore moved to approve Bill Number 5982. The motion was seconded by Councilman Depro and the following roll call vote recorded:

Burch Aye, Depro Aye, Gilmore Aye, Graham Aye,
Teachout Aye, and Pullen Aye, thereby being passed,
and becoming ordinance 5982.

- C. Ordinance 5982 shall be in full force and effect from and after April 29, 2015.

Bill Number 5983, Approval of Subdivision, Cotton Ridge Subdivision, 1st Addition

Councilman Burch moved for the second reading of Bill Number 5983. The motion was seconded by Councilman Teachout and the following roll call vote recorded:

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

Counselor Leible presented the bill for reading.

BILL NUMBER 5983

ORDINANCE NUMBER 5983

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 5983 PROVIDING FOR APPROVAL OF SUBDIVIDING AN 36.18 ACRE TRACT OR PARCEL OF LAND BEING KNOWN AS COTTON RIDGE DEVELOPMENT, 1ST ADDITION, CITY OF SIKESTON, NEW MADRID COUNTY, MISSOURI, AND WHICH GENERALLY LIES SOUTH OF STALLCUP DRIVE, WEST OF LAWRENCE STREET, AND NORTH OF HENNING'S DRIVE AS EXTENDED, IN THE CITY OF SIKESTON, NEW MADRID COUNTY, MISSOURI.

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

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

SECTION II: The Planning and Zoning Commission met on March 2, 2015 and passed a favorable recommendation to approve the subdividing of a tract or parcel of land the plat of which is attached hereto, marked Exhibit "A" and incorporated by reference and legally described as follows and known as Cotton Ridge Development, 1st Addition:

"A TRACT OR PARCEL OF LAND LYING IN AND BEING A PART OF LOT 4 OF STALLCUP SUBDIVISION IN U.S.P.S. NO. 635 AND U.S.P.S. NO. 689, 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 SOUTHWEST CORNER OF LOT 4 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 WEST LINE OF SAID J.C. PENNEY'S REPLAT OF LOTS 6, 7, 8, 9, 10, 11, 12, 13 AND 14 OF HENNING'S SUBDIVISION A DISTANCE OF 60.00 FEET TO THE SOUTHWEST CORNER OF SAID REPLAT; THENCE N.80°08'53"E. ON AND ALONG THE SOUTH LINE OF SAID REPLAT A DISTANCE OF 345.15 FEET TO THE EAST LINE OF LOT 4 OF STALLCUP SUBDIVISION; THENCE S.09°51'24"E. ON AND ALONG THE SAID EAST LINE OF LOT 4 A DISTANCE OF 396.00 FEET; THENCE S.80°08'53"W. PARALLEL TO THE SOUTH R/W LINE OF HENNING'S DRIVE A DISTANCE OF 545.00 FEET; THENCE S.87°02'45"W. A DISTANCE OF 70.51 FEET; THENCE S.85°13'20"W. A DISTANCE OF 592.94 FEET; THENCE N.01°14'59"W. A DISTANCE OF 333.46 FEET; THENCE N.40°28'55"W. A DISTANCE OF 81.86 FEET; THENCE S.80°08'53"W. A DISTANCE OF 364.59 FEET; THENCE N.04°38'39"W. A DISTANCE OF 987.98 FEET; THENCE N.80°34'49"E. A DISTANCE OF 275.13 FEET; TEHNCE N.05°47'26"W. A DISTANCE OF 65.13 FEET TO THE SOUTHWEST CORNER OF LOT 9 OF THE STALLCUP ESTATE RE-SUBDIVISION, 1ST ADDITION TO THE CITY OF SIKESTON, NEW MADRID COUNTY, MISSOURI; THENCE N.80°34'49"E. ON AND ALONG THE SOUTH LINE OF SAID LOT 9 A DISTANCE OF 528.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 9; THENCE S.09°31'33"E. ON AND ALONG THE WEST R/W LINE OF SCHOOL STREET A DISTANCE OF 60.00 FEET TO THE SOUTH R/W LINE OF STALLCUP DRIVE; THENCE N.80°34'49"E. ON AND ALONG THE SOUTH R/W LINE OF STALLCUP DRIVE A DISTANCE OF 60.00 FEET TO THE NORTHWEST 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°31'33"E. ON AND ALONG THE WEST LINE OF SAID LOT 8 A DISTANCE OF 434.05 FEET TO THE SOUTHWEST CORNER OF SAID LOT 8; THENCE N.80°34'49"E. ON AND ALONG THE SOUTH LINE OF SAID LOT 8 A DISTANCE OF 265.08 FEET TO THE SOUTHEAST CORNER OF SAID LOT 8; THENCE S.09°50'23"E. ON AND ALONG THE WEST LINE OF LOTS 6, 5 AND 4 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 A DISTANCE OF 611.36 FEET TO THE POINT OF BEGINNING".

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

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

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

SECTION VI: Record of Passage

- A. Bill Number 5983 was introduced and read the first time this 2nd day of March, 2015.
- B. Bill Number 5983 was read the second time and discussed this 30th day of March, 2015. Councilman Depro moved to approve Bill Number 5983. The motion was seconded by Councilman Burch and the following roll call vote recorded:

Burch Aye, Depro Aye, Gilmore Aye, Graham Abstained,
Teachout Aye, and Pullen Aye, thereby being passed,
and becoming ordinance 5983.

- C. Ordinance 5983 shall be in full force and effect from and after April 29, 2015.

Authorization to Proceed with Bidding for the Airport Terminal Construction

Director Lancaster reported MoDOT had issued its authorization for the City of Sikeston to advertise for bids for the construction of the new terminal building at the Sikeston airport. On March 23rd, both the federal and state levels approved the process.

Councilman Graham moved to authorize city staff to proceed with bidding the airport terminal construction. The motion was seconded by Councilman Burch, discussed and the following roll call vote recorded:

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

Award of Bid Number 1520, Tractor for Street Division

Street Superintendent Brian Dial reviewed the five bids received for the purchase of a Street Division Tractor. Replacement of the tractor is included in the Transportation Sales Tax budget.

The lowest and best bid was from Holt Ag, in the amount of \$39,838.66, with a trade in allowance of \$6,500 for the old tractor, resulting in the net price of \$33,338.66.

Councilman Depro moved to award Bid Number 1520 to Holt Ag in the amount of \$33,338.66. The motion was seconded by Councilman Graham, discussed, and the following roll call vote recorded.

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

Resolution 15-03-02, Declaration of DPW Surplus Property – Dump Trucks with Plows

The Public Works Department has planned for the replacement of several pieces of equipment in the current fiscal year's capital improvement plan. To accommodate these acquisitions, they requested removal of nine older pieces of equipment from its inventory.

RESOLUTION 15-03-02

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

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

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

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

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

Vehicles:

1. 1993 Ford LN7000 Dump Truck, VIN# 1FDXR72C0PVA19080
2. 1993 Ford LN7000 Dump Truck, VIN# AFDXR72C2PVA19081
3. 1990 Chevrolet Kodiak Dump Truck, VIN# 1GBP7D1Y1LV105826

Equipment:

1. 10' Flink Snow Plow
2. 10' Flink Snow Plow
3. 10' Flink Snow Plow
4. Swenson Spreader, Serial #0805-1195
5. Swenson Spreader, Serial #0805-1196
6. Swenson Spreader, Serial #0805-1194

Read this 30th day of March, 2015, Councilman Burch moved to approve Resolution 15-03-02. The motion was seconded by Councilman Graham, discussed and the following roll call vote recorded:

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

Interim Appointments to the Board of Adjustments and Tourism Advisory Board

Sue Rogers has submitted her resignation from the Board of Adjustments and the Tourism Advisory Board. Both terms end in October 2018.

Councilman Teachout nominated Alternate Harvey Cooper to fill the unexpired term of Sue Rogers on the Board of Adjustments. The motion was seconded by Councilman Depro. There being no further nominations, the following vote was recorded:

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

Councilman Graham nominated Mike Ziegenhorn to fill the unexpired alternate position of Harvey Cooper on the Board of Adjustments. The nomination was seconded by Councilman Gilmore and there being no further nominations, the following vote was recorded:

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

Councilman Burch nominated Ron Payne to serve on the Tourism Advisory Board. The motion was seconded by Councilman Gilmore. There being no further nominations, the following vote was recorded:

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

Authorization to Award Municipal Court Collection Services Contract

Director Lowes reported staff had released a request for a proposal to obtain professional collection services for Municipal Court. Following a review of the three proposals submitted, along with evaluation by Judge Frank Marshall and Finance Director Carroll Couch, staff recommended award to Capital Recovery Systems, inc.

Councilman Burch moved to award the Municipal Court collection services contract to Capital Recovery Systems, Inc. The motion was seconded by Councilman Graham and the following vote recorded:

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

Establishment of the 2015 Council Re-organization Meeting Date/Time

A consensus was reached to hold the Council re-organization meeting at noon on April 10, 2015.

Other Items

Lloyd Smith of 1204 Sikes and Rick LaPlant of 1211 Sikes expressed apprehension regarding 1220 Sikes. The home is being remodeled into a rooming house. They are concerned how it will impact their residential neighborhood.

Councilman Depro moved to have the issue referred to the Planning & Zoning Commission for consideration and recommended action, if any. The motion was seconded by Councilman Burch and the following vote recorded:

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

ADJOURNMENT INTO EXECUTIVE SESSION

Councilman Gilmore moved to adjourn into executive session for the discussion of litigation, property and personnel [RSMO 610.021 (1, 2, & 3)]. The motion was seconded by Councilman Depro and the following roll call vote recorded:

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

Present were: Mayor Jerry Pullen and Councilmen Steven Burch, Bob Depro, Jon Gilmore, John Graham, and Kathy Teachout. Councilman Maude Harris was absent. Staff in attendance were: City Manager Jonathan Douglass, City Counselor Chuck Leible, City Clerk Carroll Couch, City Treasurer Karen Bailey, Governmental Services Director Linda Lowes, Public Works Director Jay Lancaster, and Economic Development Director Ed Dust.

No action was taken regarding litigation and property discussions. All staff, except City Manager Douglass and Economic Development Director Dust were excused from the meeting.

Councilman Graham moved to approve a \$15,000 one-time payment to Ed Dust, from the Essex Fund, and to adjust Dust's annual salary to \$80,000. The motion was seconded by Councilman Depro and the following vote recorded:

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

No further action was taken in executive session.

ADJOURNMENT OUT OF EXECUTIVE SESSION

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

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

ADJOURNMENT

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

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

APPROVED:

JERRY PULLEN, MAYOR

ATTEST:

CARROLL L. COUCH, CITY CLERK

SEAL:

MINUTES OF THE REGULAR MEETING
HOUSING AUTHORITY OF THE
CITY OF SIKESTON, MISSOURI
HELD ON THE TWELFTH OF JANUARY 2015

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

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

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

Absent: Commissioner David Hay, and Commissioner Alice Tharp

Also Present: Jon Douglas, City Manager, and Bobby K. Henry, Executive Director

Being a quorum present, the following business was transacted:

Minutes of the Annual Meeting of December 8, 2014 were presented and upon a motion duly made by Commissioner Michele Knickman, and seconded by Vice-Chairman Larry Tetley, and unanimously carried, the Minutes were approved as presented.

Thereupon the following bills were presented for payment:

Aramark	162.90	Santie Wholesale	384.14
AT&T	270.99	Service Master	330.00
AT&T Mobility	37.92	Sonny's Solid Waste	2,000.00
Board of Municipal Utilities	27,155.15	Standard Democrat	303.48
Charter Communications	80.00	The PI Company	450.00
Delta Document Shredding	30.00	Tenmast Software	1,500.00
G&D Communications	72.00	Ultimate Flooring	238.39
Liberty Utilities	5,318.93		
RAM Enterprises	300.00	Total for DECEMBER	\$38,633.90

Motion duly made by Vice-Chairman Larry Tetley to pay bills as presented, seconded by Commissioner Michele Knickman. Motion carried unanimously.

The Capital Fund report and requisitions for the period ending December 2014 were presented. The requisitions included \$6,350.00 to the Sikeston Housing Authority for prorated salaries (501-13), \$2,400.00 to Dunker Consultants (501-14), and \$103,968.00 to Ryan Construction (501-14). Motion duly made by Commissioner Michele Knickman, to pay requisitions for a grand total of \$112,718.00, seconded by Vice-Chairman Larry Tetley. Motion carried unanimously. It was duly noted that this requisition was expensed before December 31, 2014.

Consideration of vacated Tenant Account Receivable (TAR) Write-offs for the second half of FY 2014.

Tenant	Acc. No.	Address	Amount	Reason
Jones, Sarah	43.24	146 School	\$165.00	Evicted
Caldwell, Shimeka	50.38	328 Sunset	\$265.00	Moved
Evans, Mary	226.11	1106 Linn	\$32.00	Moved
Williams, Dominique	45.18	232 Thrush	\$324.00	Moved
Dickson, Cheryl	09.19	120 Cardinal	\$1,188.00	Evicted
Womack, Jessica	38.26	245 Thrush	\$182.00	Moved
Lindsay, Sherieka	102.23	353 Magnolia	\$1,379.00	Evicted
Jackson, Ellery	30.24	131 Cardinal	\$124.00	Moved
White, Pearlie	198.10	142 School	\$385.00	Evicted
Brooks, Monique	31.23	231 Thrush	\$973.00	Evicted
Merritt, Kristin	236.13	121 Delores	\$1,561.11	Evicted
Owens, Keyiona	97.13	317 Sunset	\$683.00	Evicted
Ware, Shannon	63.25	318 Sunset	\$820.00	Evicted
Marr, Ebone	55.16	302 Sunset	\$678.00	Evicted
Redd, Candice	07.20	116 Cardinal	\$794.00	Moved
Allen, Jamika	75.26	342 Magnolia	\$4,197.00	Moved
Robinson, Ratisha	99.06	321 Sunset	\$391.00	Moved
Frye, Aleisha	06.19	114 Cardinal	\$663.00	Moved
Graham, Brittanie	35.17	239 Thrush	\$92.00	Moved
Bryant, Tony	124.14	410 Fletcher	\$1,000.00	Evicted
Haynes, Keshia & Joshua	108.11	403 Fletcher	\$4,542.00	Evicted
Marr, Janeka	12.32	126 Cardinal	\$963.00	Evicted
Gipson, Doniele	58.16	308 Sunset	\$209.00	Evicted
Childers, Jennifer & Holifield, Paul, Jr.	37.26	243 Thrush	\$1,893.00	Evicted
Grant, Katherine	184.07	114 School	\$101.00	Moved
Winfield, Elizabeth	160.09	10 Dover	\$110.00	Moved
Wilson, Britanie	136.28	239 Watson	\$1,128.00	Evicted
Brimer, Mysti	145.41	236 Watson	\$230.00	Evicted
Smith, Cynthia	133.14	245 Watson	\$527.00	Moved
Moore, Latrista	122.16	406 Fletcher	\$305.00	Evicted
Morrison, Cynthia	103.18	355 Magnolia	\$1,217.00	Evicted
Total Accounts:			Total Amount Written Off:	Break Down: Amount & Percent
31			\$27,121.11	Regular Rent: \$13,538.00 (49.5%) Utilities: \$1,062.11 (4.0%) Damages: \$8,487.00 (31.4%) Legal Fees: \$800.00 (3.0%) Retroactive Rent: \$3,234.00 (12.0%)

Motion duly made by Michele Knickman to write-off \$27,121.11 of vacated Tenant Account Receivable (TAR) for the second half of FY 2014, seconded by Vice-Chairman Larry Tetley. Motion passed unanimously.

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

Mike Jensen, Chairman

Bobby K. Henry, Secretary

**MINUTES OF THE REGULAR MEETING
HOUSING AUTHORITY OF THE
CITY OF SIKESTON, MISSOURI
HELD ON THE NINTH OF FEBRUARY 2015**

MEETING CANCELED DUE TO LACK OF AGENDA ITEMS FOR DISCUSSION.

Mike Jensen, Chairman

Bobby K. Henry, Secretary

**LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY
CITY OF SIKESTON
MEETING**

Tuesday, January 20, 2015
11:30 a.m.

Council Chambers
105 East Center Street
Sikeston, Missouri

MEETING MINUTES

I. MEETING CALLED TO ORDER

Dan Marshall called the meeting to order at 11:40 a.m.

II. ROLL CALL

Members Attending: Mike Jenson, Bill Mitchell, Dan Marshall, Larry Williams, and Matthew Wright
Members Absent: None
Council Liaison: Absent
Staff Attending: Jay Lancaster, Angie Keller, and Collin Cecil
Guest Attending: David Crader, Carrie Lape, & Edie Bartlett - Crader Law Firm
Jim Hailey, Steven Burch, Jim & Jean Crowe, Norma Griffin, and Joy Lawrence

III. APPROVAL OF MINUTES

Bill Mitchell made a motion to approve the minutes from the meeting of January 20, 2015 as submitted. Mike Jensen seconded the motion. Motion carried unanimously.

IV. BILLS AND COMMUNICATIONS

Mike Jensen made the motion to approve the bills as follows:

- A. David Crader, Attorney at Law, LLC - \$3,719.50
- B. James Excavating Company- \$3,674.00
- C. Berkley Regional Specialty Insurance- \$172.20
- D. Hailey Consulting- \$968.75
- E. Canedy Signs & Graphics- \$296.07
- F. Mark Hensley, Collector- Taxes- \$225.79
- G. Buffalo Wild Wings- 97.82

Bill Mitchell seconded the motion. Motion carried unanimously.

V. LCRA BUSINESS:

A. Jay Lancaster asked that the Board revise the legal description for 340 Crowe, to include the following easement: "All of the South 55 feet of Lot 161 of Crowe's Place Subdivision to the City of Sikeston, Scott County, Missouri. Subject to a 15 feet wide utility and drainage easement along the South

side, thereof and subject to a 20 feet wide utility and drainage easement along the East side, thereof. Also subject to all other easements, if any, affecting the same.” Bill Mitchell made a motion to approve the legal description to include the easement, as presented. Mike Jensen seconded the motion. Motion carried unanimously.

B. Jay Lancaster informed the Board of an offer to purchase 340. Matt Wright made a Motion to sell property to Mr. Larry Tetley for \$500.00, as is and Mr. Tetley is to pay all title and closing fees; with Dan Marshall, as Chairman being authorized to execute all closing documents on behalf of the LCRA. Larry Williams seconded the Motion. Motion carried unanimously.

C. Mr. Jim Crowe questioned if changing the legal description of 340 Crowe would require Planning and Zoning approval. The Board stated that an answer will be provided for Mr. Crowe at the next meeting. Discussion Only. No vote.

D. Collin Cecil informed the Board of a possible rehabilitation project within the target area. Mr. Cecil stated that Australian developers are seeking to purchase and renovate a rental complex located on the 800 block Ruth, also known as the “Ruth Compound”. Mr. Cecil also stated that there may be other properties to be rehabilitated by the same developer. Discussion Only. No vote.

E. Carrie Lape informed the Board that Quiet Title has been filed and recorded for: 622 Lanning, 853 Agnes, and 834 William. Discussion Only. No vote.

F. Carrie Lape informed the Board of an offer to purchase 237 William. Bill Mitchell made a Motion to sell property to Mr. and Mrs. Gary & Anita Harwood for \$500.00, as is and Ms. Sanders is to pay all title and closing fees; with Dan Marshall, as Chairman being authorized to execute all closing documents on behalf of the LCRA. Mike Jensen seconded the Motion. Motion carried unanimously.

G. Carrie Lape informed the Board of an offer to purchase 325 Petty. Mike Jensen made a Motion to sell property to Fabian and Lendia Driver for \$250.00, as is and Ms. Sanders is to pay all title and closing fees; with Dan Marshall, as Chairman being authorized to execute all closing documents on behalf of the LCRA. Larry Williams seconded the Motion. Motion carried unanimously.

H. Carrie Lape informed the Board of an offer to purchase 326 Daniel. The Board rejected the offer to sell the property to Ms. Lauren Owens for \$500.00. Discussion only. No vote.

I. Jim Hailey informed the Board that the demolition projects for 302 Lee, 319 Petty, 809 Ruth, 1600 W. North, and 1719 Ford have been completed. Discussion Only. No vote.

VI. ADJOURNMENT:

The next LCRA meeting will be on Tuesday, February 17, 2015 at 11:30 a.m. in the Council Chambers. There being no further business to come before the Committee, a motion was made to adjourn. The motion was seconded and carried unanimously. The meeting was adjourned at 12:21 p.m.

Angie Keller, Administrative Assistant

Dan Marshall, Chairman

Board of Trustees Meeting
Monday February 2, 2015
4:30pm

The Board of Trustees of Sikeston Public Library met on Monday, February 2nd at 4:30 pm. Present were Dr. Bohannon, Mrs. Chitwood, Mr. Colwick, Mrs. Lawson, Mr. Leible, Mr. Polivick, Mrs. Tetley, Ms. Thompson, Mrs. Caskey, Project Coordinator, Mrs. Tangeman, Director, and Mr. Eifert, Assistant Director. Mrs. Brown was absent.

MINUTES

Mrs. Tetley made a motion to accept the Minutes from the January meeting. Mrs. Chitwood seconded and the motion carried.

PETTY CASH

Ms. Thompson made a motion to accept the Petty Cash Report for January. Mrs. Chitwood seconded and the motion carried.

BILLS

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

CITY FINANCIAL STATEMENT—The City Financial Statement for December was reviewed.

COMMITTEES

FINANCE—Mrs. Tetley presented the members with a spreadsheet for the Basement Renovation expenses and income through the month of November.

PERSONNEL—None

OPERATIONS—None

LIBRARIAN

-Dates for the Annual Book Sale are Thursday April 9 through Sunday April 12th. There will be a Sign-Up Sheet at the March Meeting.

-We have received both the Summer Reading Grant and the Racing to Read Grant totaling between \$16,000.00-\$17,000.00.

-Mr. Eifert reported that we have submitted the Technology Ladder Grant.

BASEMENT RENOVATION

-Expense for HD Media is about \$11,000.00 and we are not doing the lighting control. HD Media will give us a corrected bid.

-The estimate for the platform floor is \$8,733.70. We need to check to see if that includes the deduction of \$3,000.00, which we had previously allowed to refinish the old floor.

ADJOURNMENT

Dr. Bohannon made a motion to adjourn and Mrs. Lawson seconded. All in favor, none opposed and the motion carried. The meeting adjourned at 4:55pm.

Planning and Zoning Minutes

January 13, 2015

Sikeston City Hall

4:00 p.m. - Meeting

Roll Call:

Members Present: Cohen, E. Miller, J. Miller, Ozment, Thornton, Ziegenhorn

Absent Members: Depro, Gilmore, Howard, Murray

Other Staff Members Present: Jay Lancaster – Director of Public Works
Angie Keller- Administrative Assistant
Collin Cecil- Sr. Building Official
Chuck Leible- City Counselor
Jonathan Douglass- City Manager
Brian Dial- Street Superintendent
Darren Martin- Street Supervisor

Guests: Chris Lambert and John Chittenden

APPROVAL OF MINUTES:

Minutes of the December 1, 2014 meeting were presented for approval. A motion was made by Thornton to approve the minutes. Ziegenhorn seconded the motion. Roll call vote was as follows:

Ayes: Cohen, E. Miller, J. Miller, Ozment, Thornton, Ziegenhorn

Nays: None

Motion Passed 6 - 0

ITEMS OF BUSINESS:

Discuss a request from Waters Engineering on behalf of Four Corners Development Company, Inc. to rezone a tract of land, which consists of approximately 2.76 acres and is located generally south of Col. George E. Day Parkway and west of Matthews Park, from "AG" Agriculture/ Open Space to "R-4" Two Family Duplex Dwelling in the City of Sikeston, New Madrid County, Missouri.

Before discussion of the request, Jay Lancaster, Public Works Director, informed the board that he would not be present for the discussion of the first four requests. Mr. Lancaster then left the meeting.

After discussion, a motion was made by Cohen, to approve the request from Waters Engineering on behalf of Four Corners Development Company, Inc. to rezone a tract of land,

which consists of approximately 2.76 acres and is located generally south of Col. George E. Day Parkway and west of Matthews Park, from "AG" Agriculture/ Open Space to "R-4" Two Family Duplex Dwelling in the City of Sikeston, New Madrid County, Missouri. J. Miller seconded the motion. Roll call vote was as follows:

Ayes: Cohen, E. Miller, J. Miller, Ozment, Thornton, Ziegenhorn

Nays: None

Motion Passed: 6– 0

Discuss a request from Waters Engineering, on behalf of Four Corners Development Company, Inc. for the approval of a proposed subdivision (Wing Lake Estates), which consists of approximately 2.76 acres and is located generally south of Col. George E. Day Parkway and west of Matthews Park, in the City of Sikeston, New Madrid County, Missouri.

After discussion, a motion was made by Thornton, to approve the request from Waters Engineering, on behalf of Four Corners Development Company, Inc. for the approval of a proposed subdivision (Wing Lake Estates), with easement locations, which consists of approximately 2.76 acres and is located generally south of Col. George E. Day Parkway and west of Matthews Park, in the City of Sikeston, New Madrid County, Missouri. Ziegenhorn seconded the motion. Roll call vote was as follows:

Ayes: Cohen, E. Miller, J. Miller, Ozment, Thornton, Ziegenhorn

Nays: None

Motion Passed: 6– 0

Discuss a request from Lambert Engineering on behalf of Four Corners Development Company, Inc. to rezone a tract of land, which consists of approximately 11.02 acres and is located generally south of Brunt Blvd and north of US Highway 60 from "AG" Agriculture/ Open Space to "R-1" Single Family Residential in the City of Sikeston, New Madrid County, Missouri.

After discussion, a motion was made by Ziegenhorn, to approve the request from Lambert Engineering on behalf of Four Corners Development Company, Inc. to rezone a tract of land, which consists of approximately 11.02 acres and is located generally south of Brunt Blvd and north of US Highway 60 from "AG" Agriculture/ Open Space to "R-1" Single Family Residential in the City of Sikeston, New Madrid County, Missouri. J. Miller seconded the motion. Roll call vote was as follows:

Ayes: Cohen, E. Miller, J. Miller, Ozment, Thornton, Ziegenhorn

Nays: None

Motion Passed: 6– 0

Discuss a request from Lambert Engineering on behalf of Four Corners Development Company, Inc. for the approval of a proposed subdivision (South Ridge Estates 20th Addition) which consists of approximately 11.02 acres and is located generally south of Brunt Blvd and north of US Highway 60 City of Sikeston, New Madrid County, Missouri.

After discussion, a motion was made by J. Miller, to approve the request from Lambert Engineering on behalf of Four Corners Development Company, Inc. for the approval of a proposed subdivision (South Ridge Estates 20th Addition) which consists of approximately 11.02 acres and is located generally south of Brunt Blvd and north of US Highway 60 City of Sikeston, New Madrid County, Missouri. Thornton seconded the motion. Roll call vote was as follows:

Ayes: Cohen, E. Miller, J. Miller, Ozment, Thornton, Ziegenhorn

Nays: None

Motion Passed: 6– 0

FY-2015 Street and Drainage Improvement Program

Before the discussion of this agenda item Mr. Lancaster rejoined the meeting.

After discussion, a motion was made by E. Miller, to approve the FY-2015 Street and Drainage Improvement Program as presented. Thornton seconded the motion. Roll call vote was as follows:

Ayes: Cohen, E. Miller, J. Miller, Ozment, Thornton, Ziegenhorn

Nays: None

Motion Passed: 6– 0

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

Respectfully submitted by:

Attested by:

Angie Keller, Administrative Assistant

Gary Ozment, Chairman



TOURISM ADVISORY BOARD MINUTES

MEETING OF TUESDAY, FEBRUARY 24, 2015

The Sikeston Convention & Visitors Bureau Tourism Advisory Board meeting convened Tuesday, February 24, 2015 in the C.D. Matthews Room of Sikeston City Hall, 105 E. Center Street, Sikeston, Missouri. Those attending were: board members Susanne Chitwood, and John Tarter, and Councilman John Graham; ex-officio members Rick Justice and Jiggs Moore; City Manager Jonathan Douglass and CVB Director Linda Lowes.

Due to the lack of a quorum, no business was conducted. The Director provided an overview of the financial and operations report to those present.

FINANCIAL REPORT:

Director Lowes presented the CVB's financial report for the period July 1, 2014 through February 10, 2015. Tourism year-to-date tax receipts were \$69,235.27, 93% of the year's anticipated revenues. (Collections for the same period in FY-14 were \$21,200.66.) Total expenditures for the period were \$19,902.85. Revenues exceeded expenditures by \$48,332.42.

OPERATIONS REPORT:

Lowes reviewed the advertising schedule. The bulk of the CVB's marketing budget will be expended in the third and fourth quarter of FY-15. The 2015 Calendar of Events had been printed and distributed. CVB Staff is entering 2015 events on the MO Division of Tourism event calendar and those of Rust Publications, KFVS-TV, Rural Electric Cooperative, River Heritage Assn., AAA – Events & Destinations and TraverlerFun.com

Lowes reported the MO Division of Tourism is now reporting marketing activity results on a calendar-year basis. Funding will be made on the fiscal year. Calendar year 2014 marketing results were reviewed.

Those present were briefed on the Community Promotions Committee and efforts being made to expand Rodeo Week activities and participation.

Board input was sought on FY-16 marketing efforts, as follows:

1. Accepted staff's recommendation of FY-16 targeted municipalities;
2. Accepted staff's recommendation for the timing/frequency of paid advertising;
3. Concurred with staff's recommendation to use billboard remnants for 3-month run. Target I-55 N & S, I-57 and Memphis;
4. Concurred with staff's recommendation to invest in digital behavior profiling (St. Louis Market);
5. Concurred with staff's recommendation to increase the size of ads, even if this limits the total number of ads placed;
6. Agreed with staff's fulfillment recommendations. (Staff will also look at cost of converting Historic Homes Brochure to a digital format.)
7. Recommended the St. Louis radio program offered by media consultant be re-focused on regional radio audience 107 and 104.7;
8. Concurred with staff's recommendation to include video on website.
9. Concurred with staff's recommendation to redesign the "Travelgram".

Members present were briefed on CVB plans to design and erect entry and way-finding signage during FY-16.

The next meeting of the Advisory Board will be at 4:30 PM, Tuesday, April 28, 2105.

Approved and accepted this date:

Chairman

Date

Council Letter

Date of Meeting: 15-04-06

Originating Department: Public Works Department

To the Mayor and City Council:

Subject: Briefing on Request for Balcony on Front Street

Action Options:

1. Other action Council may deem appropriate

Background:

City staff has been approached by the owner of Sam's Fine Jewelry, Sam Thomas. Sam has been undergoing a major rehabilitation of his building, with a major focus on the upstairs living space. He has drastically improved the living space into what will be his primary residence. As a part of the renovation, he also plans to greatly improve the front of the structure taking it back to what it would have looked like historically. He will be stripping off the metal siding and exposing the brick. He has already engaged with a mason that will be restoring and tuck-pointing the brick.

We have met with Mr. Thomas and toured his improvements. We are pleased with the work he has been doing, and are hopeful that this could be a catalyst for other building owners to follow in the downtown area.

At this point, Mr. Thomas has brought forth his plans to construct a balcony on his front façade, using black wrought iron so that it will match with the theme of the downtown improvements to date. His only dilemma is that due to the structure of his building, it appears the only way to construct a balcony is to utilize posts that bear on the concrete that is in the public right-of-way.

The question now is whether or not the City will allow the balcony to be built in the public air-space, and for the posts to bear on public right of way.

He has been inspired by similar balconies in the New Orleans downtown area, and plans to use very decorative wrought iron. (See attached design sketch) We have asked the Historic Downtown Sikeston board to review and give their input. They unanimously agreed that it is a great improvement for the downtown area.

While we do not have an issue with the balcony/air-space issue, our main concern has been the posts. We met with Mr. Thomas and tried to resolve this by encouraging a cantilevered structure or a structure with support brackets on the outside. Apparently these are not an option.

We have instructed Mr. Thomas that to utilize posts, he would need to provide a set of engineered calculations/drawings ensuring that the balcony can withstand proper loading, and to determine what reinforcement (if any) would be needed under the posts.

We also informed Mr. Thomas that this (if approved) might require a written agreement between him and the city to determine the roles and responsibilities associated with having a balcony/posts in the public right of way.

My staff and I are willing to approve this as long as we have proper engineering concerns addressed.

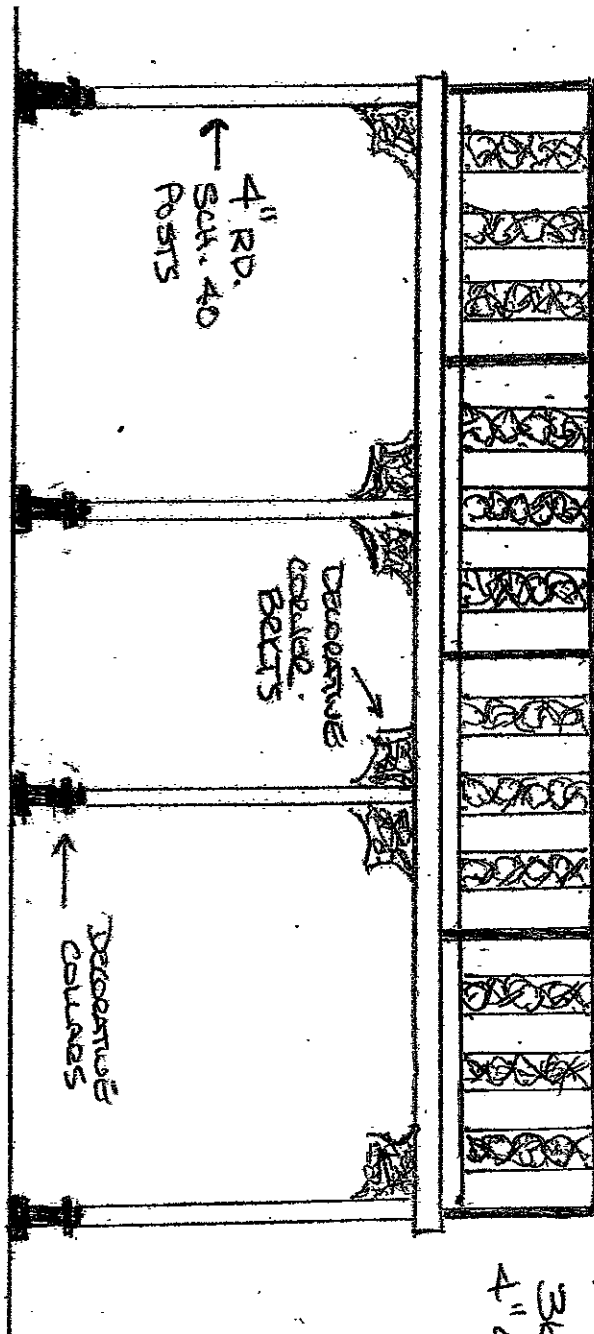
We are asking council to give us direction as to whether or not to approve this request. If approved, we are further requesting that council give us authorization to negotiate a written agreement with the property owner.



DENNY ALCORN, Owner
503 S. MAIN
SIKESTON, MO 63801

DAY TELEPHONE (573) 471-1282
FAX (573) 252-3639
CELL (573) 380-0158

APPROX 80 FT WIDE — 6 FT. PROJECTION
DECK FRAME WOOD w/ STAINLESS FLOORING



RAILING
30" H
4" GRES

STEEL PLATES
FOR ATTACHING POSTS
TO CONCRETE
ON BOTTOM
OF POST

4" RD.
SCH. 40
POSTS

DECORATIVE
CAPS
BELTS

DECORATIVE
COLUMNS

Sam Thomas
380-6068
2-1331

Council Letter

Date of Meeting: April 6, 2015

Originating Department: City Manager

To the Mayor and City Council:

Subject: LCRA Summer Mowing Program

Attachment(s):

1. None

Action Options:

1. Briefing Only
2. Other Action Council May Deem Necessary

Background:

City staff is currently preparing a Fiscal Year 2016 budget for the City Council's consideration. FY15 end of year spending projections, and FY16 revenue projections are currently under development. While it is early in the budget development process, we do know that over the last ten years the city's revenues have been flat, and we know that in FY16 our health insurance costs are projected to be about \$300,000 more than FY15. Given these fiscal conditions, staff believes that significant changes are needed to the LCRA (Land Clearance for Redevelopment Authority) mowing program.

Last summer the LCRA had around 316 lots in its inventory. This number fluctuates as new properties are acquired and others are sold, but the overall number is expected to be about the same this upcoming summer. During the mowing season (approximately May through October, depending on weather) these lots have all been mowed by the city – either through the youth mowing program or by seasonal workers in the Street Division.

Because the city's fiscal year begins July 1, a single mowing season crosses two fiscal years, and each fiscal year accounts for a portion of two mowing seasons. A spending history of the program follows:

FY2012:	\$50,840 spent on youth mowing program, plus unbudgeted street division mowers.
FY2013:	\$58,607 spent on youth mowing program, plus unbudgeted street division mowers.
FY2014:	\$52,843 spent on youth mowing program, plus unbudgeted street division mowers.

FY2015: \$73,124 budgeted (\$48,010 for youth mowing program plus \$25,114 additional seasonal employees to supplement the youth program).
FY2016: \$26,927 recommended budget, for seasonal street division mowers only.

For FY15 we allocated 150 of the LCRA lots to the youth mowing program and hired two seasonal mowers in the Street Division to handle the remaining 215 lots (166 LCRA and 49 nuisance properties), plus the youth lots before and after the summer break. In previous years the number of lots had grown too large for the youth mowing program to handle effectively, and the city had received a lot of complaints about the condition of the properties. Additionally, the youth were not available before and after the summer break, and city street workers were picking up the slack during those times in a somewhat haphazard manner. Money was not specifically budgeted for these street workers; they were simply pulled off other city duties.

During summer 2014, with both the youth mowing program and the two seasonal mowers operating, a much better result was achieved, albeit at a slightly higher cost. The Street Division observed, however, that the two seasonal mowers could have handled all of the lots without the help of the youth mowing program.

Recommendation

For summer 2015 and beyond, I recommend cessation of the youth mowing program. It was a nice benefit for the kids and coaches, but in today's fiscal climate, with stagnant revenues and rising costs, and with multiple pressing needs across the city, the funds are needed for other priorities. Public Works staff projects the cost of the seasonal mowers and equipment in FY2016 will be \$26,927. It would cost an additional \$46,197 to add the youth mowing program.

Council Letter

Date of Meeting: 15-04-06

Originating Department: Administrative Services

To the Mayor and City Council:

Subject: Bill #5975, 60 West TIF Intergovernmental Agreement

Attachments:

1. Bill #5975
2. Intergovernmental Agreement

Action Options:

1. Approve Bill #5975
2. Other Action Council may deem appropriate

Background:

Bill #5975 authorizes the City of Sikeston, Missouri to enter into an Intergovernmental Agreement with New Madrid County, Missouri, by which the City and County will share on a 50/50 basis, any shortfall in TIF revenue over a 15 year amortized cost of installing infrastructure at a rate of 3%. The estimated cost of the infrastructure is \$ 710,000.

Staff asks that Council adopt Bill #5975.

**AN ORDINANCE APPROVING AN INTERGOVERNMENTAL COOPERATION
AGREEMENT IN CONNECTION WITH THE SIKESTON 60 WEST TAX
INCREMENT FINANCING REDEVELOPMENT PLAN.**

WHEREAS, the City has approved "The Sikeston 60 West Tax Increment Financing Redevelopment Plan" (the "Plan") pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended; and

WHEREAS, the City desires to enter into an intergovernmental cooperation agreement (the "Cooperation Agreement") with New Madrid County, Missouri (the "County") regarding the funding of certain infrastructure improvements within the Redevelopment Area described in the Plan;

**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 an agreement with the County regarding the funding of certain infrastructure improvements within the Redevelopment Area described in the Plan. The Mayor is hereby authorized and directed to execute, on behalf of the City, the Cooperation Agreement between the City and the County. The City Clerk is hereby authorized and directed to attest to the Cooperation Agreement and to affix the seal of the City thereto. The Cooperation Agreement shall be in substantially the form attached hereto as **Exhibit A**, which Cooperation Agreement is 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. Record of Passage:

A. Bill number 5975 was introduced to the City Council and read the first time on this 30th day of March, 2015.

B. Bill number 5975 was read for the second and final time and discussed on this 6th day of April, 2015, and final passage thereon was voted as follows:

Burch _____, Depro _____, Gilmore _____,
Graham _____, Harris _____, Pullen _____, Teachout _____,
thereby being _____.

C. Upon passage by the City Council, this bill shall become Ordinance 5975 and shall be in full force and effect from and after May 6, 2015.

Mayor Jerry Pullen

Approved as to form
Chuck Leible, City Attorney

SEAL/ATTEST

Carroll L. Couch, City Clerk

INTERGOVERNMENTAL COOPERATION AGREEMENT

THIS INTERGOVERNMENTAL COOPERATION AGREEMENT (this "Agreement") is entered into on this ____ day of _____, 2015, by and among the **CITY OF SIKESTON, MISSOURI**, a charter city and political subdivision of the State of Missouri (the "City"), and **NEW MADRID COUNTY, MISSOURI**, a county and political subdivision of the State of Missouri (the "County," and together with the City, the "Parties").

RECITALS

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

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

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

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

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

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

AGREEMENT

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

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

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

Section 3. Funding of the Infrastructure Improvements.

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

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

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

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

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

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

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

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

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

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

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

(e) If the Available City Revenues are less than the amortized cost of the Infrastructure Improvements for the applicable period, then the County shall pay to the City an amount equal to 50% of the shortfall and the City shall be deemed to have paid the remaining 50% of the shortfall. Such payment

and deemed payment shall be made annually on each September 1. The City shall notify the County of any payment due at least 30 days before each annual payment date.

(f) Throughout the 15-year amortization period referenced in (c)(2), the City shall keep track of all payments made by the County and deemed payments made by the City pursuant to (e). After the 15-year amortization period has concluded, the City shall use the Available City Revenues to reimburse the County and the City for any payments or deemed payments made pursuant to (e). Such reimbursements shall be made by paying 50% of the Available City Revenues to each of the County and the City on a quarterly basis until the respective Parties are fully-reimbursed. The City agrees not to terminate tax increment financing within RPA 1 prior to the full reimbursement of the County.

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

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

Section 6. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respects, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

[Remainder of Page Intentionally Left Blank]

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

CITY OF SIKESTON, MISSOURI

By: _____
Name: Jerry Pullen
Title: Mayor

(SEAL)
ATTEST:

Name: Carroll Couch
Title: City Clerk

NEW MADRID COUNTY, MISSOURI

By: Mark Baker
Name: Mark Baker
Title: Presiding Commissioner

By: Tom Bradley
Name: Tom Bradley
Title: Commissioner

By: Don Day
Name: Don Day
Title: Commissioner

(SEAL)
ATTEST:

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

By: Andrew Lawson
Name: Andrew Lawson
Title: Prosecuting Attorney

Council Letter

Date of Meeting: 15-04-06

Originating Department: Administrative Services

To the Mayor and City Council:

Subject: Bill #5974, 60 West TIF Redevelopment Agreement

Attachments:

1. Bill #5974
2. Redevelopment Agreement

Action Options:

1. Approval of Bill #5974
2. Other Action Council may deem appropriate

Background:

Bill #5974 authorizes the City of Sikeston, Missouri to enter into a Redevelopment Agreement with Sikeston Development Co., LLC, for the construction of an approximately 25,000 square foot movie theatre, and to reimburse Sikeston Development Co., LLC, for authorized and approved public infrastructure utilizing a percentage of incremental increases in property taxes (PILOT) and Economic Activity Taxes (EATS).

Staff asks for adoption of this bill.

AN ORDINANCE APPROVING A REDEVELOPMENT AGREEMENT IN CONNECTION WITH THE SIKESTON 60 WEST TAX INCREMENT FINANCING REDEVELOPMENT PLAN.

WHEREAS, the City has approved "The Sikeston 60 West Tax Increment Financing Redevelopment Plan" (the "Plan") pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended; and

WHEREAS, the City desires to enter into a redevelopment agreement with Sikeston Development Company, LLC (the "Developer") with regard to the development of the RPA-1 Redevelopment Project described in the Plan (the "Redevelopment Agreement");

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 an agreement with the Developer to implement the RPA-1 Redevelopment Project described in the Plan. The Mayor is hereby authorized and directed to execute, on behalf of the City, the Redevelopment Agreement between the City and the Developer, but only after execution of the Intergovernmental Cooperation Agreement between the City and New Madrid County, Missouri, relating to the funding of certain infrastructure improvements described in the Redevelopment Agreement. The City Clerk is hereby authorized and directed to attest to the Redevelopment Agreement and to affix the seal of the City thereto. The Redevelopment Agreement shall be in substantially the form attached hereto as **Exhibit A**, which Redevelopment Agreement is 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. Record of Passage:

A. Bill number 5974 was introduced to the City Council and read the first time on this 30th day of March, 2015.

B. Bill number 5974 was read for the second and final time and discussed on this 6th day of April, 2015, and final passage thereon was voted as follows:

Burch _____, Depro _____, Gilmore _____,

Graham _____, Harris _____, Pullen _____, Teachout _____,

thereby being _____.

C. Upon passage by the City Council, this bill shall become Ordinance 5974 and shall be in full force and effect from and after May 6, 2015; provided, if the Developer has not executed the Redevelopment Agreement within 15 days after such date, all rights conferred by this Ordinance on the Developer shall terminate and the City may designate another entity as developer of the RPA-1 Redevelopment Project.

Mayor Jerry Pullen

Approved as to form
Chuck Leible, City Attorney

SEAL/ATTEST

Carroll L. Couch, City Clerk

REDEVELOPMENT AGREEMENT

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

RECITALS:

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

2. Pursuant to Ordinance No. 5973, adopted on January 5, 2015, the City Council approved "The Sikeston 60 West Tax Increment Financing Redevelopment Plan" (the "Redevelopment Plan"), designated the redevelopment area described therein (the "Redevelopment Area") as a "redevelopment area" pursuant to the Act and approved a redevelopment project (the "RPA 1 Redevelopment Project") for the portion of the Redevelopment Area described in the Redevelopment Plan as "RPA 1" and legally described in **Exhibit A** attached hereto.

3. In response to a request for proposals, Sikeston Development Co., LLC (the "Developer") submitted a proposal to the City regarding the RPA 1 Redevelopment Project (the "Proposal"), which Proposal includes the redevelopment of RPA 1 for commercial uses, including the construction of a movie theatre and associated infrastructure.

4. The Proposal requests that (a) the City fund, subject to reimbursement from tax increment financing revenues, a portion of the RPA 1 Redevelopment Project consisting of the extension of Hennings Drive, the extension of Stallcup Drive and the construction of a new roadway connecting Hennings Drive and Stallcup Drive within the Redevelopment Area (the "Infrastructure Improvements") and (b) the City use tax increment financing revenues to reimburse the Developer for other portions of the RPA 1 Redevelopment Project.

5. Pursuant to Ordinance No. 5974, adopted on _____, 20____, the City Council has authorized the City to enter into this Agreement to provide the terms and conditions upon which the City and the Developer will construct the RPA 1 Redevelopment Project and be reimbursed for certain costs, as contemplated by the Act and the Redevelopment Plan.

AGREEMENT

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

Section 1. Development.

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

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

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

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

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

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

Section 4. Release and Indemnification.

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

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

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

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

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

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

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

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

Section 5. Installment Payments by the City.

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

“Payment Date” means every February 1, May 1, August 1 and November 1 following the Commencement Date and January 5, 2038.

“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 _____, 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 Developer Costs” means the costs of the Work identified on the Certificate of Reimbursable Redevelopment Project Costs approved by the City in accordance with this Section in the maximum amount of \$800,000 plus interest on such costs accruing at a rate of 3.0% per annum (assuming a 30/360 year) from the date that the Certificate of Reimbursable Redevelopment Project Costs is approved or deemed approved by the City pursuant to **Section 1**.

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

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

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

(ii) The remaining TIF Revenues shall be paid to the City and the Developer, as applicable, for the reimbursement of the Infrastructure Improvement Costs and the Reimbursable Developer Costs. 46.7% of the remaining TIF Revenues shall be paid to the City to be applied as provided in the Cooperation Agreement and the 53.3% of the remaining TIF Revenues will be paid to the Developer to reimburse the Developer for Reimbursable Developer Costs as provided herein (which percentages represent the estimated ratio of Infrastructure Improvement Costs and Reimbursable Developer Costs, respectively, to the sum of Infrastructure Improvement Costs and Reimbursable Developer Costs) so long as payments are due to both entities on a Payment Date. If no further payments are due to one party then 100% of the remaining TIF Revenues shall be paid to the other party.

Notwithstanding anything to the contrary in this Section, the City and the Developer shall only be reimbursed up to the amount of the Infrastructure Improvement Costs or the Reimbursable Developer Costs. Simultaneously with each Payment Date, the City shall provide the Developer with a written accounting showing the amount of TIF Revenues collected during the Calculation Period, the application of the TIF Revenues pursuant to this Section and the outstanding balance of Infrastructure Improvement Costs and Reimbursable Developer Costs (including accrued, but unpaid interest) not yet reimbursed.

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

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

Section 6. Annual Appropriation.

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

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

Section 7. Representations, Warranties and Covenants.

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

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

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

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

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

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

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

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

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

insurance (in form and substance reasonably acceptable to the City's legal counsel) that insures the Developer's obligations to indemnify the City, as provided in this Agreement.

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

- (a) the end of the current fiscal year in which there occurs an Event of Nonappropriation by the City;
- (b) the vacating of RPA 1 by all sales tax generating businesses for more than three (3) consecutive months;
- (c) the satisfaction of all payments due under **Section 5(b)**; or
- (d) January 5, 2038.

Section 9. Default and Remedies.

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

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

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

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

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

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

Default by a party under this Agreement be considered or treated as a waiver of the rights of a party under this Section or with respect to the particular Event of Default, except to the extent specifically waived in writing by the other parties.

(ii) The rights and remedies of the parties to this Agreement (or their successors in interest) whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party of any one or more of such remedies shall not preclude the exercise by it, at the time or different times, of any other such remedies for the same Event of Default by another party. No waiver made by any party with respect to the performance, nor the manner of time thereof, or any obligation of another party or any condition to its own obligation under the Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of another party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect to regard to any other rights of the party making the waiver or any other obligations of another party.

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

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

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

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

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

Section 14. Transferability. This Agreement may not be assigned by the Developer without the express written approval of the City unless such assignment is to an entity succeeding to all or substantially all of the business of the Developer or to an entity controlled by the Developer or under

common control with the Developer (in which case the Developer shall provide notice to the City of such assignment within 10 days from the date of such assignment).

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

The City:	City of Sikeston 105 E. Center Street Sikeston, Missouri 63801 Attn: City Manager
With a copy to:	Charles Leible, Attorney at Law 371 N. Kingshighway Sikeston, Missouri 63801
And:	Gilmore & Bell, P.C. One Metropolitan Square 211 N. Broadway, Suite 2350 St. Louis, Missouri 63102 Attn: Mark D. Grimm, Esq.
The Developer:	Sikeston Development Co., LLC 1 Park Avenue Wilson, Arkansas 72395 Attn: John H. Johnson, Manager
With a copy to:	Michael L. Bohannon 670 N. Ranney Street Sikeston, Missouri 63801

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

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

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

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

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

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

CITY OF SIKESTON, MISSOURI

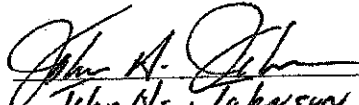
By: _____
Name: Jerry Pullen
Title: Mayor

(SEAL)

ATTEST:

By: _____
Name: Carroll Couch
Title: City Clerk

SIKESTON DEVELOPMENT CO, LLC

By: 
Name: John N. Johnson
Title: Manager

Council Letter

Date of Meeting: 15-04-06

Originating Department: Public Works Department

To the Mayor and City Council:

Subject: Authorization to enter into engineering contract to develop TIF Infrastructure

Action Options:

1. Authorize staff to enter into engineering contract
2. Other action Council may deem appropriate

Background:

Following the Council's approval of the Redevelopment Agreement regarding the TIF project, the next step for the city is begin developing the infrastructure which will include concrete street work, water lines, sanitary sewer lines, and storm sewer lines. The Professional Services Committee met on 3/25/15 and are recommending that the Council authorize the city staff to begin contract negotiations with Lambert Engineering for the required engineering work for this infrastructure.

Staff is forwarding this recommendation on to council for their approval.

Per current contract standards regarding the city street program, we anticipate a total fee for services of 11% of the construction cost.

The costs for this engineering and the subsequent construction are coming from the Essex Fund.

MUNICIPAL DIVISION REPORTING FORM

I. COURT INFORMATION		Contact information same as last report	
Municipality:SIKESTON		Period:February, 2015	
Mailing Address:105 E. CENTER ST.	Vendor: Tyler Technologies		
Physical Address:105 E. CENTER ST.	County:SCOTT COUNTY	Circuit:33RD	
Telephone Number: (573) 475-3705	Fax Number: (573) 471-1526		
Prepared by:PAT COX	E-mail:courtclerk@sikeston.org		Notes
Municipal Judge(s):FRANKLIN MARSHALL	Prosecuting Attorney:CHARLES LEIBLE		

II. MONTHLY CASELOAD INFORMATION	A/D Traffic	Other	Non-Traffic
A. Cases pending - 1st Month	108	1,347	2,983
B. Cases filed	2	186	103
C. Cases Disposed			
1. Jury Trial	0	0	0
2. Court/Bench Trial -Guilty	0	0	0
3. Court/Bench Trial -Not Guilty	0	0	0
4. Plea of Guilty in Court	0	6	7
5. BF and Viol. Bureau Citations	1	119	57
6. Dismissed by Court	0	9	4
7. Nolle Prosequi	1	1	5
8. Certified for Jury Trial	0	0	0
9. TOTAL CASE DISPOSITIONS	2	135	73
D. Cases pending - End of Month	108	1,398	3,013
E. Trial de Novo - Appeal filed	0	0	0

III. WARRANT INFORMATION	IV. PARKING TICKETS
1. Total Issued	27
2. Total served/withdrawn EOM	31
3. Total Outstanding EOM	302

V. NET REVENUE COLLECTED		
Fines	\$ 25,134.15	Restitution \$ 5,014.44
Clerk/Court Fee (Costs)	\$ 2,137.09	Parking Ticket \$ 0.00
Jud Ed Fund	\$ 0.00	Bond Forf \$ 0.00
[X] No JEF collection		
Peace Officer (POST)	\$ 534.17	Bond refunds \$ 2,589.00
Crime Victims Comp (CVC)	\$ 1,335.61	Total Other Disbursements
Law Enf Training (LET)	\$ 0.00	\$ 0.00
Domestic Viol Shelter	\$ 666.15	
Inmate Sec Fund	\$ 356.01	Tot Disbursements \$ 38,290.95
Sheriffs' Retirement Fund	\$ 524.33	

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

MUNICIPAL DIVISION REPORTING FORM

I. COURT INFORMATION			
Contact information same as last report			
Municipality:SIKESTON		Period:March, 2015	
Mailing Address:105 E. CENTER ST.		Vendor: Tyler Technologies	
Physical Address:105 E. CENTER ST.		County:SCOTT COUNTY Circuit:33RD	
Telephone Number: (573) 475-3705		Fax Number: (573) 471-1526	
Prepared by:PAT COX		E-mail:courtclerk@sikeston.org	
Municipal Judge(s):FRANKLIN MARSHALL		Prosecuting Attorney:RYAN KYE LAWRENCE	
Notes			
II. MONTHLY CASELOAD INFORMATION			
	A/D Traffic	Other	Non-Traffic
A. Cases pending - 1st Month	108	1,398	3,013
B. Cases filed	4	152	112
C. Cases Disposed			
1. Jury Trial	0	0	0
2. Court/Bench Trial -Guilty	0	0	0
3. Court/Bench Trial -Not Guilty	0	0	0
4. Plea of Guilty in Court	0	56	17
5. BF and Viol. Bureau Citations	2	106	57
6. Dismissed by Court	1	7	10
7. Nolle Prosequi	0	0	0
8. Certified for Jury Trial	0	0	0
9. TOTAL CASE DISPOSITIONS	3	169	84
D. Cases pending - End of Month	109	1,381	3,041
E. Trial de Novo - Appeal filed	0	0	0
III. WARRANT INFORMATION			
1. Total Issued	40	IV. PARKING TICKETS	
2. Total served/withdrawn EOM	29	Issued 1	
3. Total Outstanding EOM	313	[] No parking tickets	
V. NET REVENUE COLLECTED			
Fines	\$ 24,092.68	Restitution	\$ 3,917.12
Clerk/Court Fee (Costs)	\$ 2,380.98	Parking Ticket	\$ 0.00
Jud Ed Fund	\$ 0.00	Bond Forf	\$ 0.00
[X] No JEF collection			
Peace Officer (POST)	\$ 594.96	Bond refunds	\$ 4,540.50
Crime Victims Comp (CVC)	\$ 1,487.34	Total Other Disbursements	\$ 0.00
Law Enf Training (LET)	\$ 0.00		
Domestic Viol Shelter	\$ 758.44		
Inmate Sec Fund	\$ 396.62	Tot Disbursements \$	38,749.30
Sheriffs' Retirement Fund	\$ 580.66		

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

April 2015

Monthly Planner

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May 2015

Monthly Planner

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June 2015

Monthly Planner

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