



TENTATIVE AGENDA

SPECIAL CITY COUNCIL MEETING
SIKESTON CITY HALL

Monday, July 27, 2015
11:30 A.M.

- I. CALL TO ORDER
- II. RECORD OF ATTENDANCE
- III. OPENING PRAYER
- IV. ITEMS OF BUSINESS
 - A. Briefing: Flood Plain Open House
 - B. Brown Automotive Group Lease Discussions
 - C. Authorization to Renew Contract for Services with Sikeston Humane Society
 - D. Briefing: Use of CDBG Funds for Building Demolition
 - E. 2nd Reading and Consideration of Bill #5992, Amending City Code to Define "Minor Traffic Violation" and Establishing a Maximum Fine of \$300 for the Violation, thereof
 - F. 1st Reading, Bill #5993, Request to Vacate 50' of Platted Street Right-of-Way Along Kimes Drive
 - G. 1st Reading, Bill #5994, Request to Vacate Platted, Undeveloped Street Right-of-Way (115' x 60') West of the Malcolm Avenue Intersection
 - H. 1st Reading, Bill #5995, Request from South Main Development, LLC to Subdivide Property Located at 912 South Main
 - I. Award Bid 16-02, Exterior Tuckpointing & Painting of City Hall
 - J. Other Items As May Be Determined During the Course of the Meeting
- V. ADJOURNMENT

Dated this 23rd day of July 2015,


Karen Bailey, Deputy 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.



Council Letter

Date of Meeting: 15-07-27

Originating Department: Public Works Department

To the Mayor and City Council:

Subject: Briefing on the Flood Plain Open House Meeting

Action Options:

1. Other action Council may deem appropriate

Background:

On July 8th, city staff hosted an open house meeting at the Clinton Building to educate the public on the current state of the flood map reviews and revisions. 65 residents were in attendance for the meeting that was held from 5 to 7pm. In addition to city staff, Chris Lambert of Lambert Engineering and Dr. Charles Patterson of Allgeier Martin were present also to answer questions.

The purpose of the meeting was to display the proposed map revision that was prepared by AMEC (not to be confused with Allgeier Martin).

Reviews given in person, as well as, emails, letters, and comment forms were overwhelmingly against the city submitting the revision. Most felt it was not enough action, and wanted to see more done.

Staff is seeking authorization from council to request Allgeier Martin to prepare a proposal to initiate a new study of the flood plain area in question. Once received, staff can present the proposal for council review and approval at a later meeting date.

Additionally regarding flood plain issues, at the July P&Z meeting, the Planning and Zoning Commission initiated a discussion on the subject of the 1' freeboard issue for construction and development in flood plain areas. It is the request of the P&Z commission for a joint meeting to be scheduled with the City Council, the Planning and Zoning Commission, and the Board of Adjustments, to address the freeboard issue for future floodplain development. Staff is requesting a calendar item be scheduled for this joint meeting to take place.

Council Letter

Date of Meeting: 15-07-27

Originating Department: Department of Economic Development

To the Mayor and City Council:

Subject: Brown Automotive Lease

Attachment: Recent pictures of Brown Automotive Lot

Action Options:

1. Renew or terminate Brown Automotive Lease
2. Other action Council may deem appropriate

Background:

The Brown Automotive lot is located at the corner of Main and Malone Avenue along the railroad trail. Their lease rent is \$2,933.80 per year (3% annual increase). The lease will be up for renewal September 1, 2015.

The DED Board discussed the future of the Brown Automotive lot at length at their July 14 meeting. The opportunity to have the lot cleared was discussed. Ed Dust reported at the meeting that he met with Brandon Brown at which time Mr. Brown stated the company's intention was to remove the metal building located on the northwest side of the lot and to redo the parking area. The DED board unanimously voted to recommend that City Council not renew the Brown Automotive lease so that future plans could be made to aesthetically improve the area.

Images: Brown Automotive Lot - 822 E. Malone



Council Letter

Date of Meeting: 15-07-27

Originating Department: Public Works Department

To the Mayor and City Council:

Subject: Authorization to renew Contract for Services with Sikeston Humane Society

Attachments:

1. Sikeston Humane Society Contract

Action Options:

1. Authorize staff to renew contract for Services with Sikeston Humane Society
2. Other action Council may deem appropriate

Background:

The city contracts with the Sikeston Humane Society to provide services in the management of the city's animal shelter. We operated on a six month contract from January through June of 2015 to make sure the city was satisfied with their services.

After working through some early issues, , the society has greatly improved their methods and services provided. I can say that currently, staff is pleased with the service they provide.

Staff is requesting that Council authorize the approval of the proposed contract with the Sikeston Humane Society (See Attached) that is for a period of one year in the amount of \$63,000, and that allows the city to assist the society with some mowing efforts. All other contract items remain unchanged.

City of Sikeston – Sikeston Area Humane Society Animal Shelter Housing Agreement

City of Sikeston, Missouri

An agreement from July 1, 2015 through June 30, 2016, between the City of Sikeston, Missouri, a Municipal Corporation, hereinafter called "City" and the Sikeston Area Humane Society, Inc., a not-for-profit corporation, hereinafter called "Society".

WITNESSETH:

City and Society, in consideration of the mutual covenants herein set forth, agree as follows:

SECTION 1: BASIC SERVICE

- A. The Society, its employees and volunteers shall provide humane treatment and care for all animals in their charge to include but not limited to adequate food, shelter and medical care, in accordance with existing city ordinances, state statutes and federal regulations including, but not limited to, the Animal Care Facilities Act.
- B. The Society shall maintain a current license, as required by Chapter 273 RSMo and issued by the Missouri Department of Agriculture, for the operation of animal boarding facilities and pounds. A copy of the current license shall be provided to the Sikeston City Manager or his designee.
- C. Use of the City-owned shelter located at 1900 Compress Road, Sikeston, Missouri will be restricted to the keeping, care and sheltering of cats and dogs (hereinafter referred to collectively and severally as "animals") except when other species are brought in by Sikeston Animal Control/Public Safety.
- D. Housing of animals out-of-doors:

- 1) No animals shall be housed out-of-doors during the period December 1 through February 28 of each year. During this designated period outdoor runs and pens shall be used, exclusively, for exercise of the dogs at the City's facility, 1900 Compress Road
- 2) Animals may be housed out-of-doors during the remainder of the year. Outdoor housing at the City's facility will be restricted to the use of no more than five (5) pens with a maximum of four (4) dogs per pen. Management and maintenance of out-of-door housing shall be in accordance with existing city ordinances, state statutes and federal regulations including, but not limited to, the Animal Care Facilities Act.

E. Acceptance of animals:

- 1) The Society shall accept and house animals picked up by the Sikeston Animal Control Officer, Sikeston Code Enforcement Officers, Sikeston Public Safety Officers, or their assistants (hereinafter referred to collectively and severally as the "Officer") and turned over to the Society at the Compress Road facility.
- 2) The Officer will provide appropriate documentation with all known information about the animal being brought to the Society. The Officer will also make note of where and when the animal was picked up.
- 3) The Society will maintain records showing how many animals it receives from the City, including the dates when each animal was received, the inclusive dates of the hold period (as established in Sikeston City Code), the dates when each animal became property of the Society or was released to the owner, and the number and type of inoculations each animal received.

- 4) The Society shall accept stray, found or surrendered animals from the City's residents, at no charge. No solicitations for a donation may be made at the time of the animal's acceptance.
- 5) The Society, at its discretion, may accept stray, found or surrendered animals from non-Sikeston residents. A fee, as determined by the Society, may be charged at the time of the acceptance of these animals.
- 6) The City reserves the right to prior review and approval of any contact(s) entered into between the Society and other public, private or not-for-profit entities for the care, shelter and/or housing of animals at the City-owned facilities, 1900 Compress Road, Sikeston, Missouri.

F. Holding of Animals

- 1) The Society shall house "owner unknown" animals for a minimum holding period as required by City Ordinance and State Statute. After the minimum holding period has been met the animals will become the property of the Society. However, if the animals are deemed ill or injured beyond recovery at the time of impoundment, or should become so ill, or exhibit a communicable disease before the required minimum holding period has been completed, the animal shall be immediately and humanely euthanized.
- 2) If an animal has been declared "dangerous" as defined in Section 205.460 of Sikeston City Code and not reclaimed by its owner, it shall be humanely euthanized after any applicable holding period has expired, unless otherwise ordered by the City. The animal may not be held, transferred, adopted, or placed in a foster home after the holding period.

- 3) City of Sikeston Animal Control and Code Enforcement Officers shall have access to shelter facilities at all times, including after hours, for the purpose of dropping off impounded animals.
- 4) The Society will provide, at all times, no less than three (3) vacant indoor pens for use by the City's Animal Control Officers.
- 5) At least one (1) pen in a separate area will be set aside and labeled for suspected rabid animals, i.e. "Quarantine". Animals housed in quarantine for suspected rabies will be housed for a ten (10) day holding period. If the animal is deemed too vicious to house for the ten (10) day holding period, it will be euthanized and sent in for rabies testing. If the rabid hold animal is to be reclaimed by the owner, then the owner is responsible for paying the quarantine fee of one hundred dollars (\$100.00). The City shall not owe any additional costs for quarantine services.
- 6) Some animals turned over to the Society for impoundment may be given inoculations against communicable diseases; the City shall not be charged any additional fees for the inoculations.
- 7) The Society shall submit a list of fees/costs (i.e. boarding fees, return to owner fees) to be paid for services provided to Sikeston residents during the term of this agreement. Said list shall be approved by the City and attached to this agreement as "Exhibit A".
- 8) The Society is authorized to charge boarding fees and return-to-owner fees to any owner who reclaims an animal in addition to the fees provided in this contract. The Society will retain custody of the animal until the fees are paid.

- 9) If the animal has been reclaimed, it will be the responsibility of the Officer to follow-up with the Society to determine violations of any applicable City Ordinance. The City will receive all monies realized from the fines and court costs that have incurred through Ordinance violations.
- 10) Any animal housed at the shelter and being held for court or investigative purposes cannot be adopted out, transferred, or euthanized. The above said animal will incur a daily boarding charge of ten (\$10.00) per day, which will be billed to the City monthly, and which daily boarding charge is in addition to the contract fees.
- 11) The Society also reserves, for the mutual benefit of the parties, the right to refuse animals, which in its opinion, are being diverted or redirected from other jurisdictions.
- 12) The Society also reserves the right to require that residents who desire or need to have their owned animals euthanized obtain such services from a licensed veterinarian at their own expense.

G. Acceptance of animal carcasses

- 1) The Society agrees to dispose of all animal carcasses which come into its possession, or which result from euthanasia, in accordance with State Law. The Society also agrees to receive from residents of Sikeston; domestic animal carcasses for disposal, for a fee to be paid by the resident, at such rates as the Society may set from time to time.
- 2) The Society agrees to dispose of domestic animal carcasses received from Officers. The City will not be subject to charges for the disposal of said animal carcasses.
 - a. The Officer shall keep a record of the date and location the carcass was found, and description of the animal. At the time the Officer

turns a carcass over to the Society, the Officer will sign a form which shows the date and time the carcass was received by the Society.

SECTION 2: FACILITIES

- A. The City agrees to provide the building and grounds at 1900 Compress Road, Sikeston, MO 63801 for the operation of a municipal animal shelter.
- B. The City reserves the right to enter upon the premises following 24-hour notice to the Shelter Director for the purpose of inspecting the same, or to make repairs, additions or alterations to the premises
- C. The Society agrees to be responsible for all routine maintenance of the building and grounds at 1900 Compress Road in exchange for a rent-free lease of the property with City-paid utilities and solid waste pickup. Routine maintenance shall not include items such as roof replacement, HVAC replacement, and major plumbing repairs.
- D. The Society agrees the grounds at 1900 Compress Road shall be kept clean, mowed and edged on a regular basis. The City agrees to assist the Society by providing mowing of grounds by tractor with bush-hog attachment on a bi-weekly basis from April to October of each year. The City shall not assist with edging, or mowing inside of fenced areas. The Society shall be responsible for mowing of fenced-in areas and all edging. Any mowing of the grounds that may be needed between the City's scheduled mowing will be the responsibility of the Society.
- E. The Society, at its sole cost and expense and with prior City approval may during the term of this agreement make any alterations or improvements to the interior portions of the demised premises which the Society may deem necessary or desirable for its purposes.

- 1) No such alternation or improvements shall be made that will weaken the structure of the building and no structural alterations or improvements shall be made without the prior written approval of the City.
- 2) All work permitted herein shall be done and completed by the Society in a good and workmanlike manner and in compliance with requirements of law and of governmental rules and regulations.
- 3) The Society shall indemnify and hold the City harmless against all mechanics or other liens arising out of such work, and also against any and all claims for damages or injury which may occur during the course of such work.

SECTION 3: LEASEHOLD IMPROVEMENTS

A. Construction of buildings or facilities:

- 1) In the event the Society desires to construct buildings or facilities on the demised premises, the Society shall submit to the City, final plans, specifications and architectural renderings prepared by registered architects and engineers. The Society shall hold the City harmless and reimburse it for any and all expenses of any nature whatsoever arising out of any claim from said improvements. The Society agrees not to construct any buildings or facilities on the demised premises without the prior written consent of the City; however, such approval shall not be unreasonably withheld. Society shall keep indemnify and hold the City's property at 1900 Compress Road free and clear of any and all liens or encumbrances of any kind in any way arising out of any such construction.
- 2) In the event any building or facilities are constructed upon the premises, the Society shall purchase and maintain insurance, naming the City as co-insured, on said buildings or facilities against damage or loss by fire or risk of a similar nature which are on or shall be customarily covered under

standard policies of fire insurance having standard extended coverage endorsements in an amount equal to the fair market value of the buildings or facilities.

B. Termination of Agreement:

- 1) In the event of termination of this agreement for any reason, the City may retain as its sole property all real property improvements which have been constructed by Society, or may require the Society to remove said improvements and restore the land substantially to its original condition, all at Society's expense.
- 2) Upon termination of this agreement, the Society shall remove all personal property from the demised premises, within thirty (30) days, and if Society fails to remove said personal property within that time, said property shall be forfeited to City and may be removed by City at Society's expense.

SECTION 4: TERMS OF AGREEMENT

The terms of this initial agreement shall be for a period of twelve (12) months commencing on July 1, 2015 and ending June 30, 2016.

SECTION 5: REPORTING

- A. The city manager and director of public works shall be notified of all Society board meetings at least 24 hours in advance of each meeting. These meetings shall be open to city staff and/or city representatives.
- B. The Society will submit to the City Manager or his designee, by the 15th day of the month following, a monthly report containing the following:
 - 1) Number of animals taken in from Sikeston and non-Sikeston residents;
 - 2) Number of animals taken in from Sikeston Animal Control/Department of Public Safety;

- 3) Number of animals adopted, placed in foster care, or transferred;
- 4) Number of animals euthanized during the month, and
- 5) Monthly beginning and ending population of the shelter.

C. The Society shall provide to the City, on an annual basis, an independent financial audit at the close of each 12 month accounting cycle.

SECTION 6: FEES

A. The City shall pay the Society a fee of sixty three thousand dollars (\$63,000) per contract period, payable in monthly installments of \$5,250.00. Installments will be paid in advance for the duration of this contract.

SECTION 7: INDEMNITY TO CITY

A. The Society agrees to indemnify the City, save and hold it harmless from any and all loss, cost, demand, suit or judgment or other proceeding arising out of the use of City property or the actions of their organization, employees or volunteers while performing animal shelter functions while using this same property by any person, firm or corporation who may suffer loss or claim loss or damage by reason of said use or actions.

B. The Society will maintain at all times and provide a certificate of insurance for general public liability insurance naming the City as co-insured with at least the following limits:

General Liability - \$2,000,000

- a. Personal and Advertising Injury - \$1,000,000
- b. Each Occurrence - \$1,000,000
- c. Fire Legal Liability - \$200,000
- d. Medical - \$10,000

Workers Compensation on all employees.

- C. The Society shall require volunteers and shelter visitors to sign a waiver of liability, said form shall be approved by the City.
- D. The Society agrees not to delegate or assign any right or responsibility granted under the provisions of this agreement to other individuals, or organizations without written permission of the City.
- E. The City will not be responsible for any fees, commissions, percentages, gifts or other considerations resulting from an agreement between the Society and any other person, company, corporation, individual or firm outside its organization.

SECTION 8: SOCIETY'S INDEPENDENT CAPACITY

The Society, its officers, employees, agents and volunteers shall act in an independent capacity during the terms of this agreement and not as officer, employee, or volunteer of the City. The Society will absorb all costs associated with conducting housing functions within the animal shelter to include, but not limited to, all personnel cost for their employees, administrative cost, professional service fees, medicine, euthanasia drugs, liability insurance, telephone expense, janitorial supplies, protective equipment and disposal of euthanized animals and carcasses.

SECTION 9: TERMINATION

- A. This agreement shall be for the period July 1, 2015 through June 30, 2016 and may be terminated by either party with a thirty (30) day notice by delivering to the other party written notice of said termination by certified mail.
- B. This agreement may be terminated by the City immediately for any default or violations of the terms and conditions as determined by a majority vote of the City Council after hearing a rebuttal from the Society.

SECTION 10: RENEWAL

This contract may be renewed by a memorandum signed by the City and Society representatives, provided the fee specified in Section 5 and Schedule of Resident Fees (Exhibit A) remains the same as indicated in this document.

SECTION 11: PERSONS BOUND

This agreement is binding upon the Parties hereto, their successors and assigns. IN WITNESS WHEREOF, the City of Sikeston, Missouri, has caused this agreement to be signed by its City Manager and attested to by its City Clerk with the corporate seal of the City, and the Sikeston Area Humane Society, Inc. has hereto by and through its authorized representatives, affixed its names, each in duplicate, on this _____ day of _____ in the year of 2015.

CITY OF SIKESTON, MISSOURI

Jonathan M. Douglass, City Manager

ATTEST:

Carroll Couch, City Clerk

SIKESTON AREA HUMANE SOCIETY, INC.

Blake Howell, President

Secretary

Acknowledged:

Director, Sikeston Area Humane Society, Inc.

(Revised 07-01-15)

Council Letter

Date of Meeting: 15-07-27

Originating Department: Public Works Department

To the Mayor and City Council:

Subject: Briefing on the use of CDBG funds for Demolition

Action Options:

1. Other action Council may deem appropriate

Background:

Recently, city staff prepared a list of 50 structures within the city limits that were to be considered for demolition. Staff presented this list to legal counsel for the LCRA (David Crader), who explored the 50 structures to determine ownership and potential title issues. On Monday, Crader Law Firm presented staff with a list of 15 residential structures that were owned by the LCRA, and were ready for demolition.

City staff met with the LCRA on Monday, 7/20/2015, and presented the list of 15 structures for consideration of demolition. City staff recommended to the LCRA for the LCRA to authorize city staff to proceed with administering the remaining CDBG funds to pursue the demolition of the 15 structures (A balance of \$219,906 in CDBG funds remain from the demolition of the old Cotton Compress. These funds are specific to demolition purposes only, and will most likely be lost if not used in the next 8-12 months.)

The LCRA authorized city staff to proceed with administering the project and working with CDBG staff. The LCRA also authorized that city staff be allowed to add other potential demolition candidates that meet the criteria. At this time, city staff is seeking Council approval to add the demolition of 206 E. Malone to the project.

City staff will be contacting CDBG staff in the near future to get this project up and moving forward. We anticipate that we will be using some funds for assistance with administration and the environmental clearance process. We hope to have the demolition of these structures complete by spring of 2016, so that the city will be able to apply for new funding opportunities with CDBG during the next funding cycle.

These funds do not require a match. We estimate the demolition of each house around \$5,000, and the demolition of 206 E. Malone at \$60,000. Including estimated costs for administration, environmental review, and asbestos removal, we anticipate using approximately \$160,000 for the remaining CDBG funds. As we progress through the project, if any other structures are identified that meet the criteria, we anticipate adding them to the project scope.

Council Letter

Date of Meeting: 15-07-06

Originating Department: Municipal Court

To the Mayor and City Council:

Subject: Second Reading and Consideration of Bill 5992, Amending City Code for Compliance with Senate Bill 5

Attachments

1. Bill #5992

Action Options:

1. Approve Bill #5992
2. Other action Council may deem appropriate

Background:

In May 2015 the Missouri General Assembly adopted Senate Bill 5, an extensive measure effecting cities, police departments and municipal courts throughout the State. As a result of Sikeston's management practices, it meets virtually all of the State mandates established in this legislation. However, within the next three years the City must 1) establish a new class of traffic offenses, "Minor Traffic Violations", (the subject of Bill 5992); 2) include the calculation of traffic fine limits in the City's annual audit; and 3) publish an annual report on www.sikeston.org detailing compliance with the State-mandated standards of Senate Bill 5.

Bill 5992 specifically addresses the creation of a new category of traffic offenses, "Minor Traffic Violations", establishes maximum fines for such offenses, establishes conditions for confinement (imprisonment), and assesses court costs, as follows:

- 1) Minor Traffic Violation (MTV) created and defined as a prosecuted municipal ordinance violation that does not involve an accident or injury, or the operation of a commercial motor vehicle, and for which no more than 4 points will be assessed on the person's driving record.
- 2) Reduction of Sikeston's maximum fine for violation of these offenses from \$500 to the State mandated maximum of \$300.
- 3) Confinement: Defendant cannot be jailed for violation of MTV unless it involves alcohol or controlled substances, violations endangering the health and welfare of others, eluding or providing false information to a law enforcement officer.

- 4) Confinement: A person cannot be jailed for failure to pay a fine unless the nonpayment violates terms of probation.
- 5) Court Costs: Shall not be assessed to defendant determined to be indigent.
- 6) Court Costs: Shall not be assessed on a dismissed case.
- 7) Additional fines/costs: Shall not be assessed for the failure to appear in court for a MTV.

Staff will request the second reading and passage of Bill 5992 on July 27.

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 5992, AMENDING CITY CODE CHAPTER 100, SECTION 100.230, GENERAL PENALTY, AND TITLE III: TRAFFIC CODE, SECTION 300.010 DEFINITIONS, TO ESTABLISH THE CLASSIFICATION OF "MINOR TRAFFIC OFFENSES" AND PENALTIES FOR THE VIOLATION, THEREOF.

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

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

SECTION II: Chapter 100, Section 100.230 General Penalty is amended to read as follows:

Section 100.230 General Penalty.

A. Assessment of Fines/Imprisonment, Generally:

- 1) Whenever in this Code or any other ordinance of the City, or in any rule, regulation, notice or order promulgated by any officer or agency of the City under authority duly vested in him/her or it, any act is prohibited or is declared to be unlawful or an offense, misdemeanor or ordinance violation or the doing of any act is required or the failure to do any act is declared to be unlawful or an offense or a misdemeanor or ordinance violation, and no specific penalty is provided for the violation thereof, upon conviction of a violation of any such provision of this Code or of any such ordinance, rule, regulation, notice or order, the violator shall be punished by a fine not exceeding five hundred dollars (\$500.00); or
- 2) The Court may sentence imprisonment in the County Jail not exceeding ninety (90) days or by both such fine and imprisonment; provided that in any case wherein the penalty for an offense is fixed by a Statute of the State, the statutory penalty, and no other, shall be imposed for such offense.

B. Every day any violation of this Code or any other ordinance or any such rule, regulation, notice or order shall continue shall constitute a separate offense.

C. Whenever any act is prohibited by this Code, by an amendment thereof, or by any rule or regulation adopted thereunder, such prohibition shall extend to and include the causing, securing, aiding or abetting of another person to do said act. Whenever any act is prohibited by this Code, an attempt to do the act is likewise prohibited.

D. Exception, Minor Traffic Violations:

- 1) Upon the conviction of a Minor Traffic Violation the court shall not assess a fine, if combined with the amount of court costs, totaling in excess of three hundred (\$300.00) dollars;
- 2) The court shall not sentence a person to confinement, except the court may sentence a person to confinement for violations involving alcohol or controlled substances, violations endangering the health or welfare of others, and eluding or giving false information to a law enforcement officer;
- 3) A person shall not be placed in confinement for failure to pay a fine unless such nonpayment violates terms of probation;

4) Court costs that apply shall be assessed against the defendant unless the court finds that the defendant is indigent based on standards set forth in determining such by the presiding judge of the 33rd Judicial Circuit;

5) No court costs shall be assessed if the case is dismissed; and

6) No additional charge shall be issued or fine assessed for the failure to appear for a minor traffic violation.

SECTION III: Title III: Traffic, Section 300.010 Definitions, shall be amended to add the following:

"MINOR TRAFFIC VIOLATION:

A municipal ordinance violation prosecuted that does not involve an accident or injury, that does not involve the operation of a commercial motor vehicle, and for which the Missouri Department of Revenue is authorized to assess no more than four (4) points to a person's driving record of conviction. Minor traffic violations shall exclude a violation for exceeding the speed limit by more than nineteen (19) miles per hour or a violation occurring within a construction zone or school zone."

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 5992 was introduced and read the first time this 6th day of July 2015.

B. Bill Number 5992 was read the second time the 27th day of July 2015 was discussed and voted upon as follows:

Burch, _____, Gilmore, _____, Evans, _____, Settles _____,

Depro, _____, Harris _____, Merideth _____,

thereby being _____, becoming Ordinance 5992.

C. Ordinance 5992 shall be in full force and effect from and after August 27th, 2015

Steven Burch, Mayor

Approved As To Form
Charles Leible, City Counselor

Seal/Attest:

Carroll Couch, City Clerk

Council Letter

Date of Meeting: 15-07-27

Originating Department: Public Works Department

To the Mayor and City Council:

Subject: 1st Reading, Bill #5993, Request to Vacate 50' of Platted Street Right-of-Way along Kimes Drive

Attachment(s):

1. Bill #5993
2. Plat

Action Options:

1. 1st Reading and Briefing only. Council action will be requested on August 2, 2015.
2. Other action Council may deem appropriate

Background:

The Planning and Zoning committee met July 14, 2015 and failed to pass a favorable recommendation to approve the proposed subdivision.

This involves a cul-de-sac street that was platted in the 1950's, but was never built.

A property owner made the request to have the city vacate the street and return it to the property owners. We were told at that time that it was not used much.

Upon notifying the adjacent property owners, staff was overwhelmed with response from the public against this request. The overwhelming majority want to keep the right-of-way as it is. Currently it is just grass, maintained by the owners. The property owners promised to keep the area maintained, and work with the one unhappy property owner to resolve their concerns.

As a result of the public response, the Planning and Zoning Commission unanimously voted against the request.

Staff recommends that Council vote against the request, also.

BILL NUMBER 5993

ORDINANCE NUMBER 5993

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 5993 PROVIDING FOR THE VACATING OF KIMES DRIVE WHICH RUNS NORTH AND SOUTH BETWEEN OKLAHOMA AND ABLES ROAD CONSISTING OF A 50' RIGHT OF WAY, SIKESTON, SCOTT COUNTY, MISSOURI.

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

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

SECTION II: The Planning & Zoning Commission met on July 14, 2015 and did not pass a favorable recommendation to approve the request to vacate Kimes Drive

SECTION III. The street described above and shown on Exhibit "A", which is attached hereto and incorporated by reference, is hereby vacated.

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 V: Record of Passage:

A. Bill Number 5993 was introduced and read the first time this 27th day of July, 2015.

B. Bill Number 5993 was read the second time and discussed on this 3rd day of August, 2015, and was voted as follows:

Harris _____, Evans _____, Merideth _____, Depro _____, Gilmore _____,

Settles _____, and Burch _____ thereby being _____, and becoming Ordinance 5993.

C. Ordinance 5993 shall be in full force and effect from and after Friday, September 4, 2015.

STEVEN BURCH, Mayor

Approved as to Form:

CHARLES LEIBLE, City Counselor

SEAL/ATTEST:

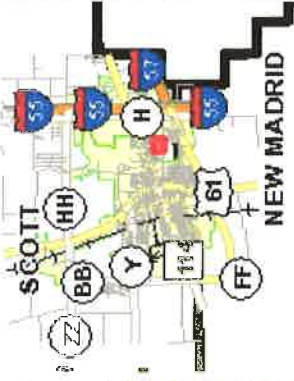
CARROLL COUCH, City Clerk

Sikeston, MO



510.1 255.05 510.1 Feet

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION



Legend

Road
 <all other values>
 INTERSTATE
 U.S. HIGHWAY
 STATE HIGHWAY
 Railroad
 Parcel
 Parcel Number/Acres
 Corporate Limit Line
 Land Hook
 Solid Land Hook
 Dashed Land Hook
 Section
 Land Grant
 County Boundary
 <all other values>
 NEW MADRID
 SCOTT

Notes

KIME'S DR IDENTIFIED

Council Letter

Date of Meeting: 15-07-27

Originating Department: Public Works Department

To the Mayor and City Council:

Subject: 1st Reading, Bill #5994, Request to Vacate a Platted, Undeveloped Street Right-of-Way (115' x 60') known as Ruth Street west of the Intersection of Malcolm Avenue

Attachment(s):

1. Bill #5994
2. Plat

Action Options:

1. 1st Reading and Briefing only. Council action will be requested on August 2, 2015.
2. Other action Council may deem appropriate

Background:

The Planning and Zoning committee met July 14, 2015 and passed a favorable recommendation to approve the request to vacate a platted but undeveloped one hundred fifteen feet (115') by sixty feet (60') street right of way, that would be known as Ruth Street west of the intersection of Malcolm Avenue, in the City of Sikeston, Scott County, Missouri.

This originated as a request from Michael Harris to vacate a strip of Ruth right of way that was platted but never constructed. It exists as grass between his house and another property owner to the North. No other property owners are affected.

After some discussion, both property owners were favorable of this request. The Planning and Zoning Commission voted unanimously to approve the request.

Staff recommends the Council approve the request, also.

BILL NUMBER 5994

ORDINANCE NUMBER 5994

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 5994 PROVIDING FOR THE VACATING OF 115 FEET OF A PLATTED BUT UNDEVELOPED STREET KNOWN AS RUTH STREET, WEST OF THE INTERSECTION OF MALCOLM AVENUE AND CONSISTING OF A 60' RIGHT OF WAY, SIKESTON, SCOTT COUNTY, MISSOURI.

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

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

SECTION II: The Planning & Zoning Commission met on July 14, 2015 and passed a favorable recommendation to approve the request to vacate 115 feet of a platted but undeveloped street known as Ruth Street, West of the intersection of Malcom Avenue but reserving an easement for utilities in favor of the Board of Municipal Utilities.

SECTION III. The street described above and shown on Exhibit "A", which is attached hereto and incorporated by reference, is hereby vacated.

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 V: Record of Passage:

A. Bill Number 5994 was introduced and read the first time this 27th day of July, 2015.

B. Bill Number 5994 was read the second time and discussed on this 3rd day of August, 2015, and was voted as follows:

Harris _____, Evans _____, Merideth _____, Depro _____, Gilmore _____,

Settles _____, and Burch _____ thereby being _____, and becoming Ordinance 5994.

C. Ordinance 5994 shall be in full force and effect from and after Friday, September 4, 2015.

STEVEN BURCH, Mayor

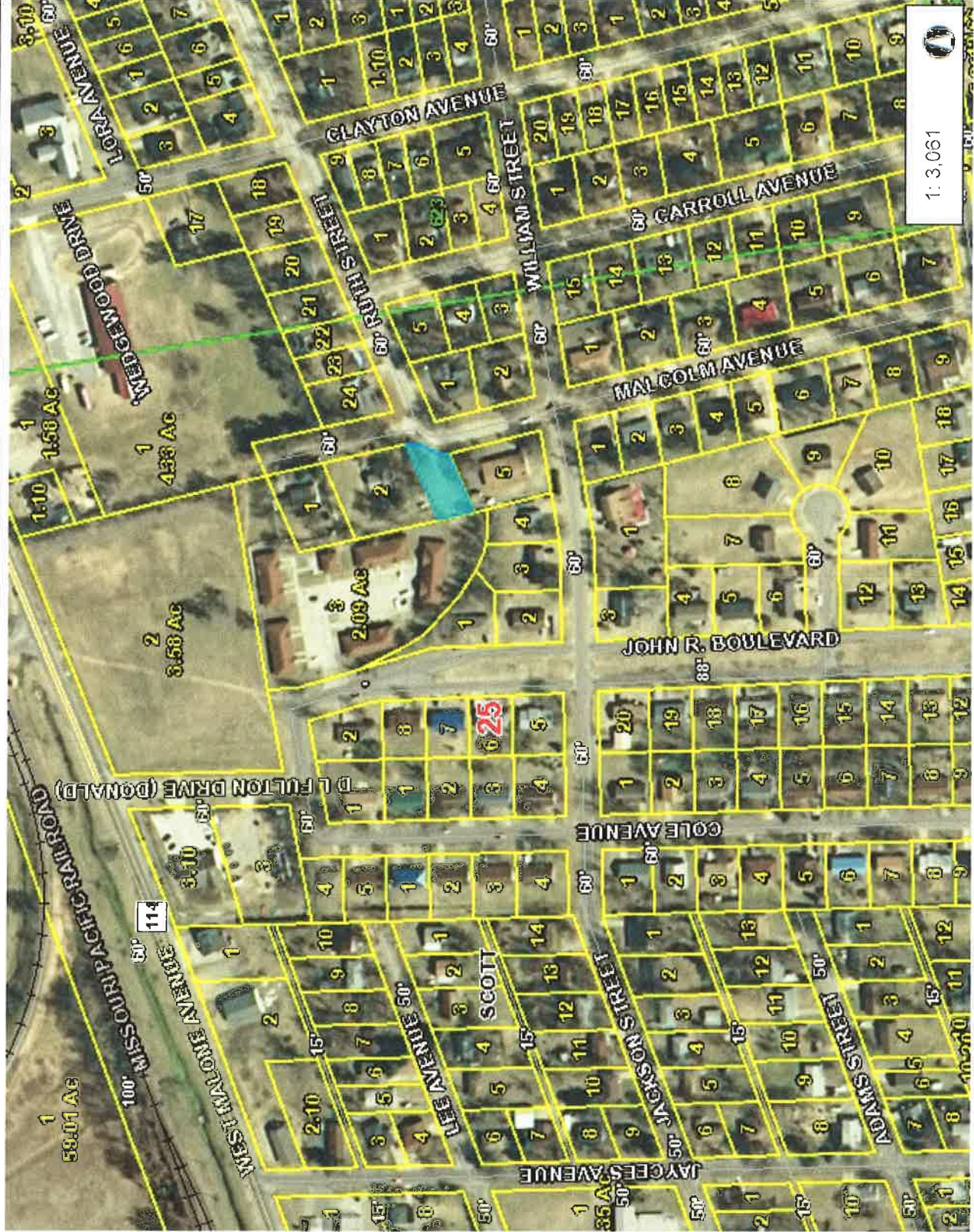
Approved as to Form:

CHARLES LEIBLE, City Counselor

SEAL/ATTEST:

CARROLL COUCH, City Clerk

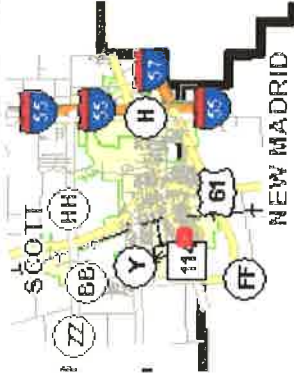
Sikeston, MO



1: 3,061

510.1 255.05 510.1 Feet

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Legend

- Road
 - <all other values>
 - INTERSTATE
 - U.S. HIGHWAY
 - STATE HIGHWAY
- Railroad
- Parcel
- Parcel Number/Acres
- Corporate Limit Line
- Land Hook
- Solid Land Hook
- Dashed Land Hook
- Right-of-Way
- Section
- Land Grant
- County Boundary
- <all other values>
- NEW MADRID
- SCOTT

Notes

RUTH ST IDENTIFIED

Council Letter

Date of Meeting: 15-07-27

Originating Department: Public Works Department

To the Mayor and City Council:

Subject: 1st Reading, Bill #5995, Subdivision Request

Attachment(s):

1. Bill #5995
2. Plat

Action Options:

1. 1st Reading and Briefing only. Council action will be requested on August 2, 2015.
2. Other action Council may deem appropriate

Background:

Staff received a request from South Main Development, LLC to subdivide their property located at 912 South Main, Sikeston, MO 63801 and legally described as follows: All of tract 1 of Lot 4 and all of Lots 3, 5, 6, 7, 8, 11, 12, and 13 of the Subdivision of U.S.P.S. 1032, Township 26 North, Ranger 14 East, New Madrid County, Missouri. The Planning and Zoning committee met July 14, 2015 and passed a favorable recommendation to approve the proposed subdivision.

This involves the old Fabick property. The development which includes MRV bank and Vast Communications will be to the front of the property. They are wishing to make the back part of the lot a separate parcel that could be sold off to another party.

Staff sees no issue with this request.

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 5995 PROVIDING FOR THE APPROVAL OF SUBDIVIDING A PROPERTY LOCATED AT 912 SOUTH MAIN, SIKESTON, MO 63801 AND LEGALLY DESCRIBED AS FOLLOWS: ALL OF TRACT 1 OF LOT 4 AND ALL OF LOTS 3, 5, 6, 7, 8, 11, 12 AND 13 OF THE SUBDIVISION OF U.S.P.S 1032, TOWNSHIP 26 NORTH, RANGE 14 EAST, NEW MADRID COUNTY, MISSOURI AND WHICH SHALL BE KNOWN AND RECORDED AS SOUTH MAIN ONE SUBDIVISION.

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

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

SECTION II: The Planning and Zoning Commission met on July 14, 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 located at 912 South Main and to be known and recorded as South Main One subdivision:

"COMMENCE AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY 61 AND THE NORTH LINE OF SAID UNITED STATES PRIVATE SURVEY NO. 1032; THENCE WITH SAID EAST RIGHT OF WAY LINE, SOUTH 24°19'21" WEST, 170.80 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID EAST RIGHT OF WAY LINE, SOUTH 78°58'07" EAST 224.46 FEET; THENCE NORTH 80°58'37" EAST, 470.06 FEET; THENCE SOUTH 09°07'11" EAST, 370.81 FEET; THENCE SOUTH 76°45'03" EAST, 243.59 FEET; THENCE SOUTH 80°20'39" WEST, 968.48 FEET; THENCE NORTH 29°58'36" WEST, 309.60 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SOUTH MAIN STREET; THENCE WITH SAID EAST RIGHT OF WAY, NORTH 24°19'21" EAST, 313.24 FEET TO THE POINT OF BEGINNING AND CONTAINING 394,870 SQUARE FEET, 9.065 ACRES, MORE OR LESS, BEING SUBJECT TO ANY EASEMENTS OF RECORD."

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 5995 was introduced and read the first time this 27th day of July, 2015.

- B. Bill Number 5995 was read the second time and discussed this 3rd day of August, 2015 and voted as follows:

Depro, _____ Harris, _____, Burch, _____, Settles,
Evans, _____, Meredith, _____, and Gilmore, _____
thereby being _____, and becoming ordinance 5995.

- C. Ordinance 5995 shall be in full force and effect from and after September 4, 2015.

Steven Burch, Mayor

Approved as to form
Charles Leible, City Counselor

Seal / Attest

Carroll Couch, City Clerk

Council Letter

Council Letter: 14-07-27

Originating Department: Governmental Services

Subject: Award Bid 16-02, City Hall Exterior Tuckpointing & Painting

To the Mayor and City Council:

Attachments:
None

Action Options:

1. Award bid to Tom's Tuckpointing & Painting for \$18,750 and authorize change order to tuckpoint and seal of south wall for \$7,280.
2. Appropriate an additional \$3,030 to Building Maintenance Line Item.
3. Other action as Council deems appropriate

Background:

In December 2014 DPW maintenance staff identified a need to tuckpoint and paint portions of City Hall's exterior, specifically the upper portions of the north (Center St.) and west (N. New Madrid St.) walls. In June a request for proposal was released with three firms submitting bids as follows:

Vendor	Bid Amount
Tom's Tuckpointing, Corning, AR	\$18,750
MTS Contracting, Inc., Springfield, MO	\$20,800
Robert McNutt, Inc., Jonesboro, AR	\$46,030

An evaluation committee consisting of Building Supervisor Billy Smith, Street Superintendent Brian Dial and Governmental Services Director Lowes reviewed the bids and recommend the award be made to the low bidder, Tom's Tuckpointing. This firm has been doing business with the City for over 20 years and the Committee feels the work will be performed to a quality standard.

Since the opening of Bid 16-02, staff identified substantial mortar problems on the south wall of City Hall. Staff is requesting a change order to allow Tom's Tuckpointing to tuckpoint and seal this brick wall at the same time as the other work is performed. The vendor has submitted a bid of \$7,280 to repair and seal the south wall.

Council appropriated \$25,000 for paint, material and labor associated with the initial project. Staff is requesting this appropriation be increased by \$3,030 to fund the additional work.

Project Costs – City Hall Exterior Maintenance

Bid 16-02 Tuckpointing & Painting	\$18,750
Cost of City-Supplied Paint, North & West Walls	\$ 2,000
Change Order, South Wall repairs	<u>\$ 7,280</u>
Total Cost	<u>\$28,030</u>
 FY-16 Appropriation	 <u>\$25,000</u>
 Anticipated Expenditure Over Budget	 <u>\$ 3,030</u>