

TENTATIVE AGENDA

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

Monday, August 29, 2022  
5:00 P.M.

- I. CALL TO ORDER
- II. RECORD OF ATTENDANCE
- III. OPENING PRAYER
- IV. PLEDGE OF ALLEGIANCE
- V. PUBLIC HEARING – ESTABLISHMENT OF 2023 MUNICIPAL TAX LEVY
- VI. ITEMS OF BUSINESS
  - A. 1<sup>st</sup> & 2<sup>nd</sup> Reading, Emergency Bill #6272, Establishing the 2023 Tax Levy
  - B. 1<sup>st</sup> & 2<sup>nd</sup> Reading, Emergency Bill #6279, Request to Annex Two Tracts of Land (Piece of Highway 61 & Highway 60 Right-of-Way; Land South of US Highway 60 in New Madrid Co.)
  - C. 2<sup>nd</sup> Reading & Consideration, Bill #6271, Authorize the Installation of Stop Signs at Various Locations
  - D. 1<sup>st</sup> Reading, Bill #6278, Amending Chapter 600, Alcoholic Beverages (Liquor License)
  - E. 1<sup>st</sup> Reading, Bill #6280, Purchasing Policy-Publication of Bids
  - F. 1<sup>st</sup> Reading, Bill #6281, Amending Chapter 200, Article XII, Offenses Concerning Minors
  - G. Resolution 22-08-02, Financing of Equipment
  - H. Receive Playground Proposal from Levi's Children's Charity
  - I. Authorization to Renew Historic Downtown Sikeston Contract
  - J. Authorization to Renew Workers Compensation
  - K. Authorization to Purchase New SCBA Fill Station
  - L. Authorization to Purchase Two (2) Used Patrol Vehicles
  - M. Authorization to Purchase Road Salt
  - N. Approval of Outlet Agreement with St. John's Bayou Basin for Lateral C
  - O. Approve Request for Conditional Use Variance to Allow Building in Light Industrial (IL) Zone to be Used as a Residence at 1024 County Line Road
  - P. Approve Funding for Relocation of Ameren Utility Line on Highway 61 South
  - Q. Other Items as May Be Determined During the Course of the Meeting
- VII. ADJOURNMENT

Dated this 24<sup>th</sup> day of August 2022

Rhonda Council

Rhonda Council, City Clerk

## Council Letter

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Date of Meeting: August 30, 2022

Originating Department: Finance

To the Mayor and City Council:

Subject: 1<sup>st</sup> and 2<sup>nd</sup> Reading, Bill # 6272, Approval of 2022 Tax Rate

Attachments:

1. Bill Number 6272
2. Assessed Valuation Summary
3. Tax Rate Calculations
4. Public Notice

Action Options:

1. Approve Bill Number 6272
2. Other action Council may deem appropriate

Background:

In accordance with RSMO 67.110, all political subdivisions must establish their 2022 property tax rates by September 1, following a public hearing. After receiving assessed valuation data from both Scott and New Madrid Counties, the State Auditor's Office calculates rates permitted to comply with laws pertaining to revenue restrictions established by the Hancock Amendment and those subdivisions with voluntary reduction restrictions.

Information regarding the tax rates from the State Auditor's Office was received July 26, 2022. It was noted that the Scott County Library Tax Assessment was incorrect, and a revision was requested. The Scott Clerk provided that information August 5<sup>th</sup>. The City is required to publish a public notice at least seven (7) days prior to the hearing which prohibited discussion at our August 1, 2022, meeting. Once the rates are approved, they must be submitted to the County Clerks of Scott and New Madrid counties by September 1, 2022.

To meet the requirements of the State of Missouri, this is presented as an emergency bill which upon approval, shall be forwarded to both county clerks and the State Auditor's Office for final approval.

The Tax Rates for 2022 will be: General \$0.4160, Park \$0.1813 and Library \$0.2000.

Missouri State Auditor's Office  
2022 Tax Rate Assessed Valuation Summary

08/04/2022

Political Subdivision - 09-100-0016 City of Sikeston

Current Assessed Valuation

Purpose	County	Real Property	Personal Property	Total	New Construction and Improvements Real Estate	Newly Added Territory	Newly Separated Territory	Property Changed from Local to State Assessed
01 General Revenue	072 New Madrid	49,430,457	21,337,992	70,768,449	952,320	0	0	0
01 General Revenue	100 Scott	117,290,800	81,260,156	198,550,956	941,950	0	0	0
	<b>Total</b>	<b>166,721,257</b>	<b>102,598,148</b>	<b>269,319,405</b>	<b>1,894,270</b>	<b>0</b>	<b>0</b>	<b>0</b>
02 Parks & Recreation	072 New Madrid	49,430,457	21,337,992	70,768,449	952,320	0	0	0
02 Parks & Recreation	100 Scott	117,290,800	81,260,156	198,550,956	941,950	0	0	0
	<b>Total</b>	<b>166,721,257</b>	<b>102,598,148</b>	<b>269,319,405</b>	<b>1,894,270</b>	<b>0</b>	<b>0</b>	<b>0</b>
10 Library	072 New Madrid	19,516,107	6,428,998	25,945,105	693,360	0	0	0
10 Library	100 Scott	93,411,550	42,353,526	135,765,076	728,380	0	0	0
	<b>Total</b>	<b>112,927,657</b>	<b>48,782,524</b>	<b>161,710,181</b>	<b>1,421,740</b>	<b>0</b>	<b>0</b>	<b>0</b>



# PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED

8/4/2022

## Summary Page

(2022)

### For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of Sikeston

09-100-0016

General Revenue

Name of Political Subdivision

Political Subdivision Code

Purpose of Levy

The final version of this form MUST be sent to the county clerk.

The information to complete the Summary Page is available from prior year forms, computed on the attached forms, or computed on this page. Information on this page takes into consideration any voluntary reduction(s) taken in previous even numbered year(s). If in an even numbered year, the political subdivision wishes to no longer use the lowered tax rate ceiling to calculate its tax rate, it can hold a public hearing and pass a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate. The information in the Informational Data, at the end of these forms, provides the rate that would be allowed had there been no previous voluntary reduction(s) taken in an even numbered year(s).

For Political  
Subdivision Use  
in Calculating  
its Tax Rate

- A. **Prior year tax rate ceiling** as defined in Chapter 137, RSMo, revised if the prior year data changed or a voluntary reduction was taken in a non-reassessment year (Prior year Summary Page, Line F minus Line H in odd numbered year or prior year Summary Page, Line F in even numbered year) 0.4160
- B. **Current year rate computed** pursuant to Article X, Section 22, of the Missouri Constitution and Section 137.073, RSMo, if no voter approved increase (Form A, Line 18) 0.4160
- C. **Amount of rate increase authorized by voters for current year** if same purpose. (Form B, Line 7)
- D. **Rate to compare to maximum authorized levy to determine tax rate ceiling** (Line B if no election, otherwise Line C) 0.4160
- E. **Maximum authorized levy** the most recent voter approved rate 1.0000
- F. **Current year tax rate ceiling** maximum legal rate to comply with Missouri laws Political subdivisions tax rate (Lower of Line D or E) 0.4160
- G1. **Less required sales tax reduction** taken from tax rate ceiling (Line F), if applicable
- G2. **Less 20% required reduction 1st class charter county political subdivision NOT submitting an estimated non-binding tax rate to the county(ies)** taken from tax rate ceiling (Line F)
- H. **Less voluntary reduction by political subdivision** taken from the tax rate ceiling (Line F)  
WARNING: A voluntary reduction taken in an even numbered year will lower the tax rate ceiling for the following year.
- I. **Plus allowable recoupment rate** added to tax rate ceiling (Line F) If applicable, attach Form G or H.
- J. **Tax rate to be levied** (Line F - Line G1 - Line G2 - Line H + Line I) .4160
- AA. **Rate to be levied for debt service**, if applicable (Form C, Line 10)
- BB. **Additional special purpose rate authorized by voters** after the prior year tax rates were set. (Form B, Line 7 if a different purpose)

### Certification

I, the undersigned, City Treasurer (Office) of City of Sikeston (Political Subdivision) levying a rate in Scott & New Madrid (County(ies)) do hereby certify that the data set forth above and on the accompanying forms is true and accurate to the best of my knowledge and belief.

Please complete Line G through BB, sign this form, and return to the county clerk(s) for final certification.

		Karen Bailey	573-475-3712
(Date)	(Signature)	(Print Name)	(Telephone)

Proposed rate to be entered on tax books by county clerk

based on certification from the political subdivision: Lines

J \_\_\_\_\_ AA \_\_\_\_\_ BB \_\_\_\_\_

Section 137.073.7 RSMo, states that no tax rate shall be extended on the tax rolls by the county clerk unless the political subdivision has complied with the foregoing provisions of this section.

(Date)	(County Clerk's Signature)	(County)	(Telephone)





# PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED

8/4/2022

## Summary Page

(2022)

### For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of Sikeston

09-100-0016

Parks & Recreation

Name of Political Subdivision

Political Subdivision Code

Purpose of Levy

The final version of this form MUST be sent to the county clerk.

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For Political  
Subdivision Use  
in Calculating  
its Tax Rate

A. **Prior year tax rate ceiling** as defined in Chapter 137, RSMo, revised if the prior year data changed or a voluntary reduction was taken in a non-reassessment year (Prior year Summary Page, Line F minus Line H in odd numbered year or prior year Summary Page, Line F in even numbered year)

0.1813

B. **Current year rate computed** pursuant to Article X, Section 22, of the Missouri Constitution and Section 137.073, RSMo, if no voter approved increase (Form A, Line 18)

0.1813

C. **Amount of rate increase authorized by voters for current year** if same purpose. (Form B, Line 7)

D. **Rate to compare to maximum authorized levy to determine tax rate ceiling** (Line B if no election, otherwise Line C)

0.1813

E. **Maximum authorized levy** the most recent voter approved rate

0.2000

F. **Current year tax rate ceiling** maximum legal rate to comply with Missouri laws Political subdivisions tax rate (Lower of Line D or E)

0.1813

G1. **Less required sales tax reduction** taken from tax rate ceiling (Line F), if applicable

G2. **Less 20% required reduction 1st class charter county political subdivision NOT submitting an estimated non-binding tax rate to the county(ies)** taken from tax rate ceiling (Line F)

H. **Less voluntary reduction by political subdivision** taken from the tax rate ceiling (Line F)

WARNING: A voluntary reduction taken in an even numbered year will lower the tax rate ceiling for the following year.

I. **Plus allowable recoupment rate** added to tax rate ceiling (Line F) If applicable, attach Form G or H.

J. **Tax rate to be levied** (Line F - Line G1 - Line G2 - Line H + Line I)

1813

AA. **Rate to be levied for debt service**, if applicable (Form C, Line 10)

BB. **Additional special purpose rate authorized by voters** after the prior year tax rates were set. (Form B, Line 7 if a different purpose)

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Please complete Line G through BB, sign this form, and return to the county clerk(s) for final certification.

		Karen Bailey	573-475-3712
(Date)	(Signature)	(Print Name)	(Telephone)

Proposed rate to be entered on tax books by county clerk

based on certification from the political subdivision: Lines

J

AA

BB

Section 137.073.7 RSMo, states that no tax rate shall be extended on the tax rolls by the county clerk unless the political subdivision has complied with the foregoing provisions of this section.

(Date)	(County Clerk's Signature)	(County)	(Telephone)



# PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED

8/4/2022

## Summary Page

(2022)

### For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of Sikeston

09-100-0016

Library

Name of Political Subdivision

Political Subdivision Code

Purpose of Levy

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For Political  
Subdivision Use  
in Calculating  
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A. Prior year tax rate ceiling as defined in Chapter 137, RSMo, revised if the prior year data changed or a voluntary reduction was taken in a non-reassessment year (Prior year Summary Page, Line F minus Line H in odd numbered year or prior year Summary Page, Line F in even numbered year)

0.2000

B. Current year rate computed pursuant to Article X, Section 22, of the Missouri Constitution and Section 137.073, RSMo, if no voter approved increase (Form A, Line 18)

0.2005

C. Amount of rate increase authorized by voters for current year if same purpose. (Form B, Line 7)

D. Rate to compare to maximum authorized levy to determine tax rate ceiling (Line B if no election, otherwise Line C)

0.2005

E. Maximum authorized levy the most recent voter approved rate

0.2000

F. Current year tax rate ceiling maximum legal rate to comply with Missouri laws Political subdivisions tax rate (Lower of Line D or E)

0.2000

G1. Less required sales tax reduction taken from tax rate ceiling (Line F), if applicable

G2. Less 20% required reduction 1st class charter county political subdivision NOT submitting an estimated non-binding tax rate to the county(ies) taken from tax rate ceiling (Line F)

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J. Tax rate to be levied (Line F - Line G1 - Line G2 - Line H + Line I)

.2000

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BB. Additional special purpose rate authorized by voters after the prior year tax rates were set. (Form B, Line 7 if a different purpose)

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		Karen Bailey	573-475-3712
(Date)	(Signature)	(Print Name)	(Telephone)

Proposed rate to be entered on tax books by county clerk

based on certification from the political subdivision: Lines

J AA BB

Section 137.073.7 RSMo, states that no tax rate shall be extended on the tax rolls by the county clerk unless the political subdivision has complied with the foregoing provisions of this section.

(Date)	(County Clerk's Signature)	(County)	(Telephone)

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### NOTICE OF PUBLIC HEARING

A hearing will be held at 5 p.m., August 29, 2022 at city hall, 105 East Center, Sikeston, Missouri, at which time citizens may be heard on the property tax rates proposed to be set by the City of Sikeston. The tax rates shall be set to produce the revenues for the fiscal year beginning July 1, 2022 subject to Article X, Section 22 of the Missouri Constitution. The value of the new construction and improvements is \$1,421,740.

Type of Property	2021 Assessed Valuation	2022 Assessed Valuation*	
Real Estate-General	160,301,668	166,721,257	
Real Estate-Park	160,301,668	166,721,257	
Real Estate-Library	111,868,204	112,927,657	
Personal Prop-General	88,107,997	102,598,148	
Personal Prop-Park	88,107,997	102,598,148	
Personal Prop-Library	40,204,023	48,782,524	
<b>2020-2021 Property Tax Revenue</b>	<b>2020-2021 Property Tax Rate</b>	<b>2021-2022 Property Tax Revenue</b>	<b>2021-2022 Property Tax Rate</b>
<u>\$1,734,334</u>	<u>.7967</u>	<u>\$1,845,515</u>	<u>.7973</u>

General Fund - \$0.4160; Park Fund - \$0.1813; Library Fund \$0.2000  
(Expressed in cents per \$100 valuation.)

Karen S. Bailey, City Treasurer

\*Subject to certification by the State Auditor's Office.

To be published August 10, 2022.

# **Council Letter**

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Date of Meeting: 22-08-29

Originating Department: Department of Community Development

To the Mayor and City Council:

Subject: 1<sup>st</sup> and 2<sup>nd</sup> Reading and Consideration, Emergency Bill #6279, Annexation of two tracts of land along Hwy 61 and Hwy 60 New Madrid County, MO

Attachment(s):

1. Bill 6279
2. Exhibit A – Plat

Action Options:

1. Conduct 1<sup>st</sup> and 2<sup>nd</sup> Reading Emergency Bill 6279
2. Other action Council may deem appropriate

Background:

Staff received a request from City of Sikeston to consider the annexation of two tracts of land, one being a piece of Hwy 61, and part of Hwy 60 right-of-way that contains 51.42 acres and another tract of land that is South of US Hwy 60 both in New Madrid County.

The Planning and Zoning committee met August 25, 2022, and passed a favorable recommendation to approve the annexations.

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

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

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

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

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

A tract or parcel of land being a part of U.S.P.S. 39, 619, 643 & 1127, part of the South Half of Section 29 and part of the North Half of Section 32 in Township 26 North, Range 14 East, New Madrid County, Missouri, lying South of U.S. Highway 60 and East of U.S. Highway 61 and being further described by metes and bounds as follows:

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

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

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

East, New Madrid County, Missouri and being further described by metes and bounds as follows:

Commencing at U.S. Highway 61 Sta 104+75.7, 50'LT for the point of beginning; thence N 9°49'47" W along an old highway right-of-way line a distance of 973.67 feet to old Hwy Sta 95+00, 50'LT; thence N 4°42'05" W along said old right-of-way line a distance of 336.38 feet to old Hwy Sta 91+65, 80'LT; thence N 32°25'38" E along said old right-of-way line a distance of 424.53 feet to the old U.S. Highway 60 Sta 1131+40, 125'RT; thence N 65°34'27" E along old said right-of-way line a distance 565.78 feet to old Hwy Sta 137+05.8, 125'RT; thence N 24°25'33" W a distance of 250.00 feet to the old North right-of-way Sta 1137+05.8, 125'LT; thence N 65°34'27" E along said right-of-way line a distance of 0.18 feet to a point that is 850.00 feet perpendicular from the centerline of U.S. Highway 61 being Sta 1137+05.98, 125'LT; thence N 9°48'16" W parallel with the centerline of said U.S. Highway 61 and 850.00 feet perpendicular thereto a distance of 40.35 feet to the existing right-of-way line of U.S. Highway 60, being Sta 1137+16.14, 164.04'LT; thence N 70°43'00" E along said current right-of-way line a distance of 435.61 feet to Hwy Sta 1141+50, 125'LT; thence N 65°34'27" E along said right-of-way line a distance of 2750.00 feet to Hwy Sta 1169+00, 125'LT; thence N 64°08'32" E along said right-of-way line a distance of 1400.44 to Hwy Sta 1183+00, 160'LT; thence N 65°34'27" E along said right-of-way line a distance of 200.00 feet to Hwy Sta 1185+00, 160'LT; thence N 75°04'54" E along said right-of-way line a distance of 152.03 feet to Hwy Sta 1186+50, 135'LT; thence N 65°34'27" E along said right-of-way line a distance of 1250.00 feet to Hwy Sta 1199+00, 135'LT; thence N 62°42'43" E along said right-of-way line a distance of 100.12 feet to Hwy Sta 1200+00, 140'LT; thence N 65°34'27" E along said right-of-way line a distance of 200.00 feet to Hwy Sta 1202+00, 140'LT; thence N 67°00'23" E along said right-of-way line a distance of 600.19 feet to Hwy Sta 1208+00, 125'LT; thence N 65°34'27" E along said right-of-way line a distance of 607.45 feet to the East line of Section 29, Township 26 North, Range 14 East, being the centerline of Keystone Drive; thence S 0°33'44" W along the East line thereof a distance of 275.82 feet to the South right-of-way line of U.S. Highway 60; thence S 65°34'27" W along said right-of-way line a distance of 490.94 feet to Hwy Sta 1208+00, 125'RT; thence S 64°08'32" W along said right-of-way line a distance of 600.19 feet to Hwy Sta 1202+00, 140'RT; thence S 65°34'27" W along said right-of-way line a distance of 200.00 feet to Hwy Sta 1200+00, 140'RT; thence S 68°26'12" W along said right-of-way line a distance of 100.12 feet to Hwy Sta 1199+00, 135'RT; thence S 65°34'27" W along said right-of-way line a distance of 800.00 feet to Hwy Sta 1191+00, 135'RT; thence S 71°17'05" W along said right-of-way line a distance of 100.50 feet to Hwy Sta 1190+00, 125'RT; thence S 65°34'27" W along said right-of-way line a distance of 500.00 feet to Hwy Sta 1185+00, 125'RT; thence S 46°17'03" W along said right-of-way line a distance of 105.95 feet to Hwy Sta 1184+00, 160'RT; thence S 67°00'23" W along said right-of-way line a distance of 1400.44 feet to Hwy Sta 1170+00, 125'RT; thence S 65°34'27" W along said right-of-way line a distance of 3000.00 feet to Hwy Sta 1140+00, 125'RT; thence along a curve to the left with a radius of 1146.00' and a chord bearing S 49°45'18" W - 623.62' along said right-of-way line a distance of 631.58 feet to Hwy Sta 1134+00, 295'RT; thence along a curve to the right with a radius of 1146.00' and a chord bearing S 47°35'34" W - 599.27' along said right-of-way line a distance of 606.32 feet to Hwy Sta 1128+20, 480'RT; thence S 22°57'29" W along said right-of-way line a distance of 92.25 feet to U.S. Highway 61 Sta 93+50, 105'LT; thence S 4°06'59" E along said right-of-way line a distance of 150.75 feet to Hwy Sta 95+00, 90'LT; thence S 9°49'37" E along said right-of-way line a distance of 355.00 feet to Hwy Sta 98+55, 90'LT; thence S 8°26'17" E along said right-of-way line a distance of 618.88 feet to Hwy Sta 104+75.7, 75'LT; thence S 80°10'23" W along said right-of-way line a distance of 25.00 feet to the point of beginning and containing 51.42 acres, more or less.

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

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

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

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

SECTION VII: Record of Passage

A. Bill Number 6279 was introduced and read the first time this 29<sup>th</sup> day of August 2022.

B. Bill Number 6279 was read the second time this 29<sup>th</sup> day of August 2022, and was voted as follows:

Self, \_\_\_\_\_, Baker, \_\_\_\_\_, Leible, \_\_\_\_\_, Robison, \_\_\_\_\_

Teachout, \_\_\_\_\_, Williams, \_\_\_\_\_, and Turnbow \_\_\_\_\_

hereby being \_\_\_\_\_.

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

\_\_\_\_\_  
Greg Turnbow, Mayor

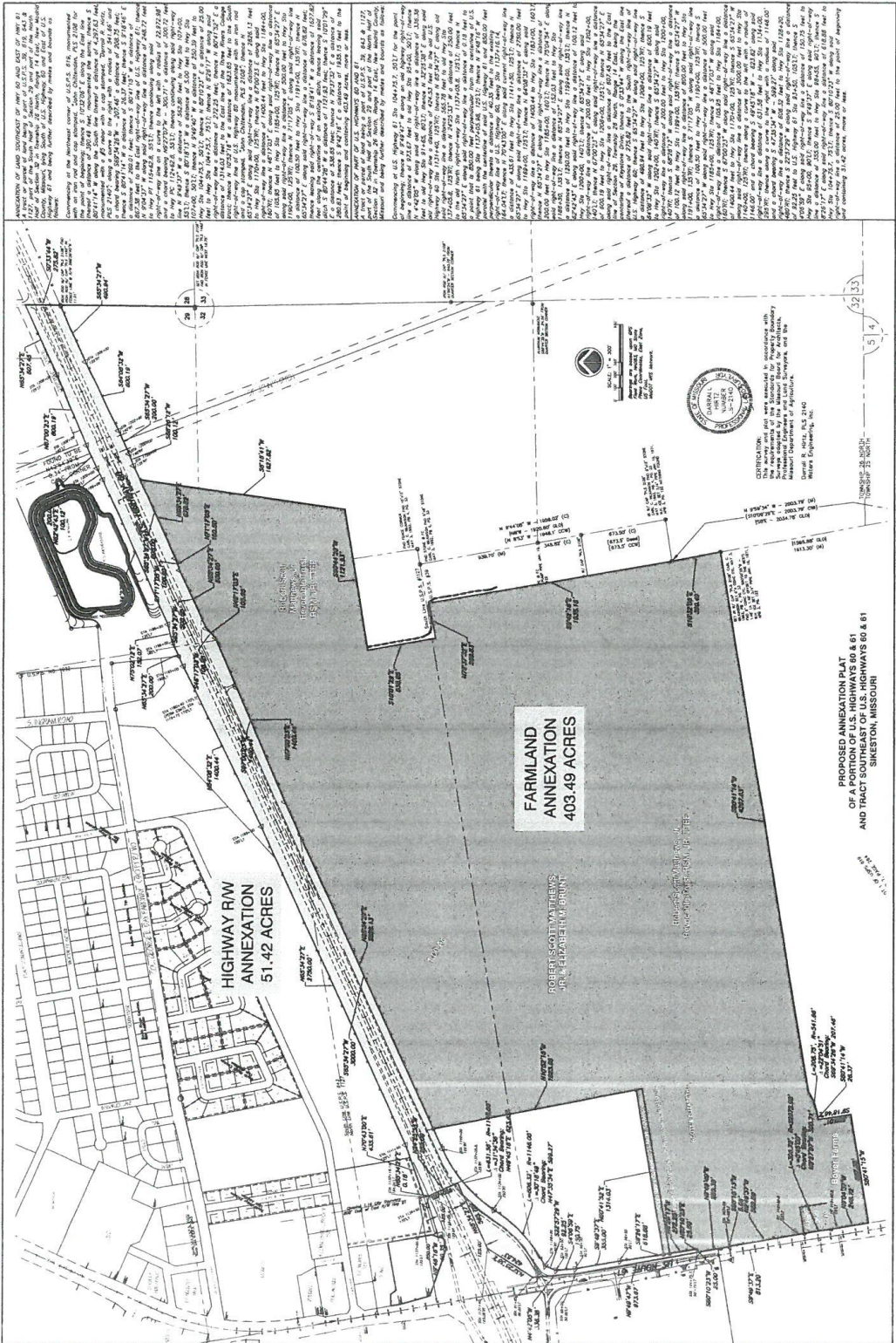
\_\_\_\_\_  
Approved As To Form  
Tabatha Thurman, City Counselor

Seal/Attest

\_\_\_\_\_  
Rhonda Council, City Clerk



Exhibit “A”





## Council Letter

---

**Date of Meeting:** 22-08-29

**Originating Department:** Public Works Department / Street Division

**To the Mayor and City Council:**

**Subject:** 2<sup>nd</sup> Reading and Consideration, Bill #6271 Amending City Code Title III, Chapter 300, Schedule III, Table III-A Stop Locations, Authorizing the Installation of Stop Signs at Various locations, and a Three-Way Stop on Marion at Pam.

**Attachment(s):**

1. Bill #6271

**Action Options:**

1. Conduct 2<sup>nd</sup> Reading and approve the request to install the stop signs.
2. Other action Council may deem appropriate

**Background:**

Council read this the first time on August 01, 2022 and unless there are further questions from the Council or the public, staff recommends the Council approve the request to add stop signs at the locations indicated:

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

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

**BILL Number 6271**

**ORDINANCE Number 6271**

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6271 AND SHALL AMEND TITLE III, CHAPTER 300, SCHEDULE III, TABLE III-A OF THE UNIFORM TRAFFIC CODE ESTABLISHING ADDITIONAL TRAFFIC CONTROL MEASURES WITHIN THE CITY OF SIKESTON, MISSOURI.

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

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

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

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

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

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

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

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

SECTION VI: Record of Passage:

- A. Bill Number 6271 was introduced and read the first time this 1<sup>st</sup> day of August 2022.
- B. Bill Number 6271 was read the second time and discussed this 29<sup>th</sup> day of August 2022, and voted as follows:

Williams, \_\_\_\_\_, Baker, \_\_\_\_\_, Self, \_\_\_\_\_,  
Leible, \_\_\_\_\_, Teachout, \_\_\_\_\_, Robison, \_\_\_\_\_,  
Turnbow, \_\_\_\_\_, thereby being  
\_\_\_\_\_,  
becoming Ordinance 6271.

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

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

\_\_\_\_\_  
Greg Turnbow, Mayor

Seal / Attest:  
  
\_\_\_\_\_  
Rhonda Council, City Clerk

## Council Letter

---

Date of Meeting: August 29, 2022

Originating Department: Finance

To the Mayor and City Council:

Subject: 1<sup>st</sup> Reading, Bill # 6278, Amendment of Sikeston Municipal Code 600. Alcoholic Beverages

Attachments:

1. Bill Number 6278
2. Municipal Code Chapter 600. Alcoholic Beverages

Action Options:

1. First Reading of Bill Number 6278
2. Other action Council may deem appropriate

Background:

The issuance of liquor licenses has transitioned through the years. At one time, the City limited the number of package liquor licenses and the only way you could get one, was to either purchase an existing business or wait for someone to close their business. You could not relocate a liquor license without council approval.

The City no longer restricts the number of licenses available and the process has become much more streamlined. Applying for a liquor license is similar to any other license the city might issue. You have certain criteria to meet and fees to pay.

It no longer seems necessary to have the licensing process involve any other offices than the City Collector. This ordinance makes those changes. In addition, the section requiring the City Council to authorize a change of premises is deleted. With the restricted number of licenses removed, this is no longer necessary.

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6278 AND SHALL AMEND CHAPTER 600, ALCOHOLIC BEVERAGES, WITHIN THE CITY OF SIKESTON, MISSOURI.

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

SECTION I: This Ordinance shall be codified in Chapter 600 of the Sikeston Municipal Code.

SECTION II: Section 600.030 License Regulations, C. Temporary Permit For Sale by Drink – Certain Organizations, Paragraph 1 shall be amended to read as follows:

- “1. The City Collector or his/her designee may issue a permit for the sale of intoxicating liquor for consumption on premises where sold to any church, school, civic, service, fraternal, veteran, political or charitable club or organization for sale at a picnic, bazaar, fair or similar gathering. The permit shall be issued only for the day or days named therein and it shall not authorize the sale of intoxicating liquor for more than seven (7) days by any such club or organization.”

SECTION III: Section 600.050. Application for License and Renewal, Subsection A shall be amended to read as follows:

- “A. *Filing Of An Application.* Each application for an original or renewal license shall be filed with the City Collector or his/her designee on a form to be provided by the City, signed and sworn to by the applicant. Each application shall be accompanied by a proper remittance reflecting the appropriate license fee made payable to the City.”

SECTION IV: Section 600.050. Application for License and Renewal, Subsection C shall be amended to read as follows:

- “A. *Application – Remittance, Made To Whom, Powers of City Collector or His/Her Designee.*

1. All applications for all licenses mentioned in this Chapter shall be made to the City Collector or his/her designee and shall be accompanied by a proper remittance made payable to the City.
2. The City Collector or his/her designee shall have the power and duty to determine whether each application for such license shall be approved or disapproved. Upon disapproval of any application for a license, the City Collector or his/her designee shall so notify the applicant inwriting, setting forth therein the grounds and reasons for disapproval, and shall return herewith the applicant's remittance. Upon approval of any application for a license, the City Collector or his/her designee shall issue to the applicant the appropriate license upon the applicant's remittance of payment to the City Collector. The City Collector shall retain the application file and a copy of the license(s) issued.”

SECTION V: Section 600.050. Application for License and Renewal, Subsection D shall be amended to read as follows:

- “D. Upon approval of any application for a license, the City Collector or his/her designee shall grant the applicant a license to conduct business in the City for a term to expire with the thirtieth (30th) day of June next succeeding the date of such license, unless such license be revoked or suspended for cause before the expiration of such time.

SECTION VI: Section 600.055. Change of Premises – Council Approval required. This section is deleted in its entirety.

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

SECTION VIII: 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 IX: Record of Passage:

- A. Bill Number 6278 was introduced and read the first time this 29<sup>th</sup> day of August 2022.
- B. Bill Number 6278 was read the second time and discussed this 6<sup>th</sup> day of September 2022, and voted as follows:

Baker \_\_\_\_\_, Leible \_\_\_\_\_, Robison \_\_\_\_\_,  
Self \_\_\_\_\_, Teachout \_\_\_\_\_, Williams \_\_\_\_\_,  
and Turnbow \_\_\_\_\_, thereby being \_\_\_\_\_,  
and becoming Ordinance 6278.

- C. Ordinance 6278 shall be in full force and effect from and after October 6, 2022.

\_\_\_\_\_  
Greg Turnbow, Mayor

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

Seal / Attest:

\_\_\_\_\_  
Rhonda Council, City Clerk

# **Council Letter**

---

Date of Meeting: August 29, 2022

Originating Department: Finance

To the Mayor and City Council:

Subject: 1<sup>st</sup> Reading, Bill # 6280, Purchasing Ordinance

Attachments:

1. Bill Number 6280

Action Options:

1. First Reading of Bill Number 6280
2. Other action Council may deem appropriate

Background:

Bill 6280 omits the requirement for advertising in the local paper for bids in excess of \$10,000. The City will continue to advertise all bids on the City's website and solicit directly to companies providing the requested services. This bill also provides the detail to be included in the advertisement for bid.

**BILL Number 6280**

**ORDINANCE Number 6280**

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6280 AND SHALL AMEND CHAPTER 145, PURCHASING POLICY, WITHIN THE CITY OF SIKESTON, MISSOURI.

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

SECTION I: This Ordinance shall be codified in Chapter 145. Purchasing Policy of the Sikeston Municipal Code.

SECTION II: Section 145.140 Notice Inviting Bids – Publication is amended to read as follows:

“Notice Inviting Bids – Publication.

Notice inviting bids shall be published on the City’s website at least five (5) days preceding the last day set for the receipt of proposals.”

SECTION III: Section 145.150. Notice Inviting Bids – Contents is amended to read as follows:

“Notice Inviting Bids – Contents

The notice required in Section 1145.140 shall include a general description of the articles to be purchased or sold, shall state where bid blanks and specifications may be secured and the time and place for opening bids.”

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

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

SECTION VI: Record of Passage:

A. Bill Number 6280 was introduced and read the first time this 29<sup>th</sup> day of August 2022.

B. Bill Number 6280 was read the second time and discussed this 6<sup>th</sup> day of September 2022, and voted as follows:

Baker \_\_\_\_\_, Leible \_\_\_\_\_, Robison \_\_\_\_\_,

Self \_\_\_\_\_, Teachout \_\_\_\_\_, Williams \_\_\_\_\_,

and Turnbow \_\_\_\_\_, thereby being \_\_\_\_\_,

and becoming Ordinance 6280.

C. Ordinance 6280 shall be in full force and effect from and after October 6, 2022.

\_\_\_\_\_  
Greg Turnbow, Mayor

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

Seal / Attest:

\_\_\_\_\_  
Rhonda Council, City Clerk

## Council Letter

---

Date of Meeting: 08/22/2022

Originating Department: Department of Public Safety

To the Mayor and City Council:

Subject: 1<sup>st</sup> Reading, Bill #6281, Amending Chapter 200, Article XII, Offenses Concerning Minors

Attachments:

1. Bill #6281

Action Options:

1. 1<sup>st</sup> Reading, Bill #6281, Amending Chapter 200, Article XII, Offenses Concerning Minors
2. Other action Council may deem appropriate.

Background:

In January of 2021, the State of Missouri began treating people who were 17 years of age as Juveniles. Prior to this date, 17-year-olds were adults. Because of this our city ordinances regarding juveniles need to be updated to reflect that juveniles are now 17 and under.

We are requesting to change the definition of a “Juvenile” and “years of age” in city ordinance 210.1980. We are also requesting to amend the age in the curfew for juveniles to 17 and under in city ordinance 210.1970.



THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6281 AND SHALL AMEND CHAPTER 200, ARTICLE XII, OFFENSES CONCERNING MINORS, WITHIN THE CITY OF SIKESTON, MISSOURI.

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

SECTION I: This Ordinance shall be codified in Chapter 200 of the Sikeston Municipal Code.

SECTION II: Section 210.1970. Curfew for Juveniles, shall be amended to read as follows:

“A. It is unlawful for any person seventeen (17) or less years of age to be or remain upon the street within the City of Sikeston.”

SECTION III: Section 210.1989. Definitions shall be amended to read as follows:

**“JUVENILE**

Any person under eighteen (18) years of age.

**YEARS OF AGE**

Continues from one (1) birthday, such as the seventeenth (17<sup>th</sup>) to (but not including the day of) the next, such as the eighteenth (18<sup>th</sup>) birthday, making it clear that seventeen (17) or less years of age be treated as equivalent to the phrase “under eighteen (18) years of age”.

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

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

SECTION VI: Record of Passage:

- A. Bill Number 6281 was introduced and read the first time this 29<sup>th</sup> day of August 2022.
- B. Bill Number 6281 was read the second time and discussed this 6<sup>th</sup> day of September 2022, and voted as follows:

Baker \_\_\_\_\_, Leible \_\_\_\_\_, Robison \_\_\_\_\_,  
Self \_\_\_\_\_, Teachout \_\_\_\_\_, Williams \_\_\_\_\_,  
and Turnbow \_\_\_\_\_, thereby being \_\_\_\_\_,  
and becoming Ordinance 6281.

- C. Ordinance 6281 shall be in full force and effect from and after October 6, 2022.

\_\_\_\_\_  
Greg Turnbow, Mayor

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

Seal / Attest:

\_\_\_\_\_  
Rhonda Council, City Clerk

# **Council Letter**

---

Date of Meeting: August 29, 2022

Originating Department: Finance

To the Mayor and City Council:

Subject: Reading of Resolution 22-08-02

Attachments:

1. Resolution 22-08-02
2. Quote for Dump Truck
3. Quote for Backhoe

Action Options:

1. Approve Resolution 22-08-02
2. Other action Council may deem appropriate

Background:

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

The City has the funds available to pay for the dump truck upon its arrival. When the backhoe finally arrives, we will finance the two pieces of equipment together. Per Gilmore and Bell, the attached resolution is required for us to finance after the purchase of the flat bed truck. Staff requests the approval of Resolution 22-08-02.

**RESOLUTION 22-08-02**

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

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

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

WHEREAS, This Resolution shall be in full force and effect from and after its passage.

Read this 29<sup>th</sup> day of August 2022, discussed and voted upon as follows:

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

\_\_\_\_\_  
Greg Turnbow, Mayor

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

Seal / Attest:

\_\_\_\_\_  
Rhonda Council, City Clerk

Prepared for:  
BRIAN DIAL  
SIKESTON CITY OF  
105 EAST CENTER STREET  
SIKESTON, MO 63801  
Phone: 573-475-3731

Prepared by:  
Dean Spurlock  
TAG TRUCK ENTERPRISES OF  
MISSOURI, LLC  
307 LYNVAL STREET  
SIKESTON, MO 63801  
Phone: 573-471-7100

## Q U O T A T I O N

### 114SD CONVENTIONAL CHASSIS

SET FORWARD AXLE - TRUCK  
CUM L9 350 HP @ 2200 RPM; 2200 GOV RPM, 1050 LB-  
FT @ 1200 RPM  
ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH  
PTO PROVISION  
MT-40-14X 40,000# R-SERIES TANDEM REAR AXLE  
TUFTRAC GEN2 40,000# REAR SPRING SUSPENSION  
DETROIT DA-F-18.0-5 18,000# FL1 71.0 KPI/3.74 DROP  
SINGLE FRONT AXLE  
18,000# TAPERLEAF FRONT SUSPENSION

114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL  
CAB  
5425MM (214 INCH) WHEELBASE  
7/16X3-9/16X11-1/8 INCH STEEL FRAME  
(11.11MMX282.6MM/0.437X11.13 INCH) 120KSI  
1725MM (68 INCH) REAR FRAME OVERHANG  
PARTIAL INNER FRAME REINFORCEMENT AT FRONT  
SUSPENSION  
BODY COMPANY INSTALLED ADDITIONAL FRONT  
FRAME REINFORCEMENT FOR SNOW PLOW

		PER UNIT	TOTAL
VEHICLE PRICE	TOTAL # OF UNITS (1)	\$ 96,820	\$ 96,820
EXTENDED WARRANTY		\$ 0	\$ 0
MY23 DTNA PRICING SURCHARGE		\$ 2,600	\$ 2,600
VIKING-CIVES MIDWEST QUOTE 167561 INSTALLED DUMP BED AND OPTIONS		\$ 89,850	\$ 89,850
CUSTOMER PRICE		\$ 189,270	\$ 189,270

BALANCE DUE	(LOCAL CURRENCY)	\$ 189,270	\$ 189,270
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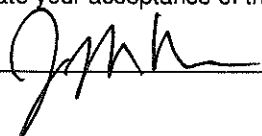
#### COMMENTS:

MODOT STATE CONTRACT IFB605CO19001978

#### APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Customer: X



Date: 12/20/21



7/8/2022

Acct # BP0003696

To; City of Sikeston-Street Dept [573-620-2330](mailto:573-620-2330) [Brian/abdial@sikeston.org](mailto:Brian/abdial@sikeston.org)

**Purchase; Case 580SN Backhoe Have to order from Case**  
**1 Door Cab, Heat, A/C, Radio w/ Bluetooth, LED Light Package,**  
**Premium Cloth Air Ride Seat, 4WD Power Shuttle Transmission,**  
**Pilot Controls (Pattern Changer) w/ Power Lift, Ride Control,**  
**Comfort Steer, 12x16.5 10 Ply Front Tires, 19.5L-24 10 Ply Rear Tires,**  
**82" 4x1 Loader Bucket w/ BOE, 24" Backhoe Bucket, Rear Manual Q/C,**  
**1-2 Way Rear Auxiliary Hyd., Hyd. Thumb, Cold Start/Dual Batteries,**  
**Flip over Stabilizer Pads, all other standard equipment.**

Quoted Cash Price \$108,368.00

- 1-Year/Unlimited-Hour Full-Coverage Base Limited Warranty
- 2-Year/2,000-Hour Extended Engine Warranty

**Optional;**

**3 Year/3,000 Premier Protection Plan (Full Machine Warranty \$0 Deductible)**  
**\$3,354.00**

**4 Year/4,000 Premier Protection Plan (Full Machine Warranty \$0 Deductible)**  
**\$5,300.00**

Thank You for the opportunity of working with you on this machine, I greatly appreciate your business.

Kevin Peeler-Territory Manager



# **Council Letter**

---

Date of Meeting: August 29, 2022

Originating Department: City Manager

To the Mayor and City Council:

Subject: Presentation from Levi's Children's Charity

Attachment(s):

1. Playground plans

Action Options:

1. Direct Staff as Appropriate

Background:

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

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



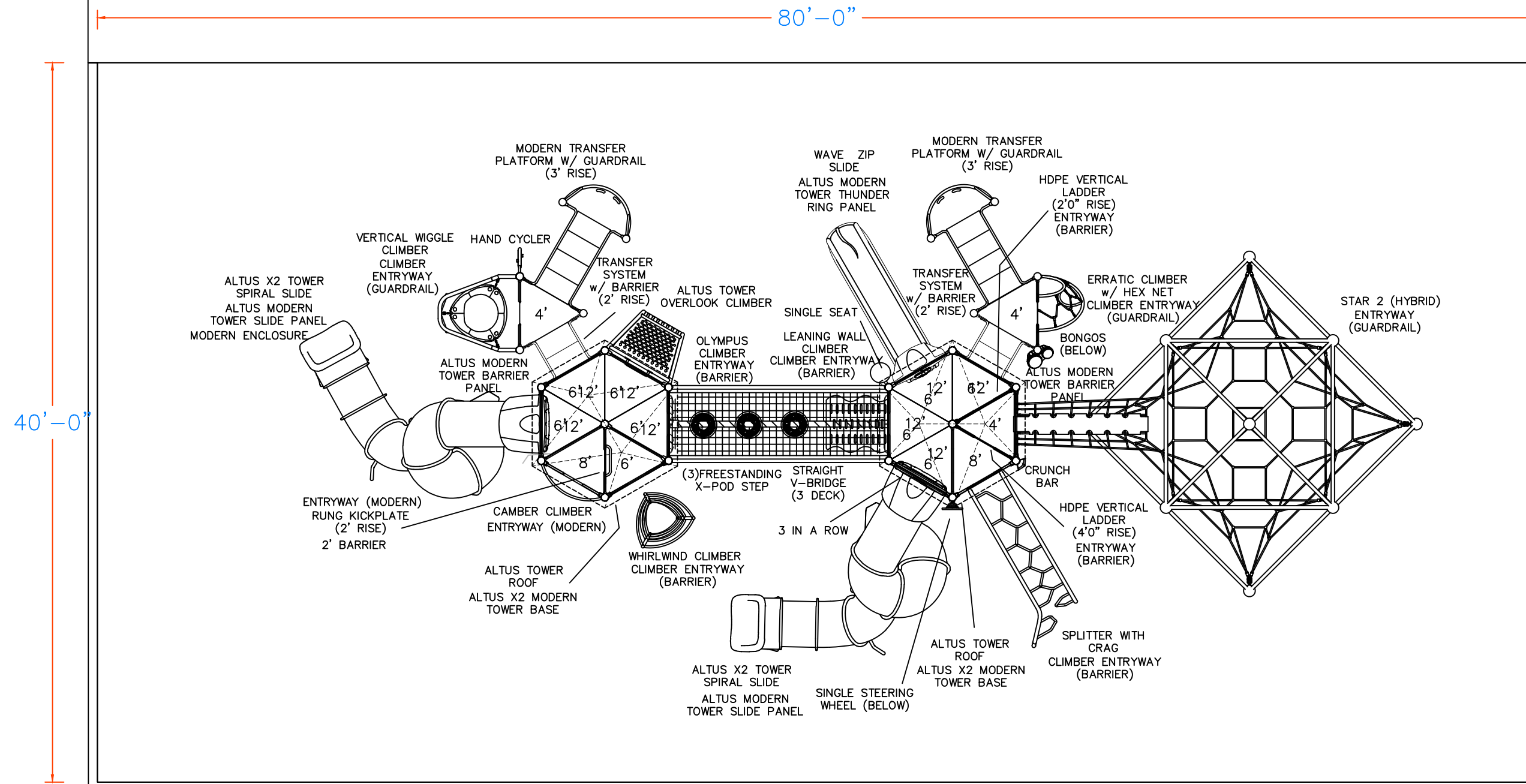
# Levi's Children's Charity Option #4

Design • Build • PLAY!

Alternate  
View







150 PlayCore Drive SE  
Fort Payne, AL 35967  
www.gametime.com



Levi's Childrens Charity  
Option #4  
Cape Girardeau, MO  
Representative  
Cunningham Recreation

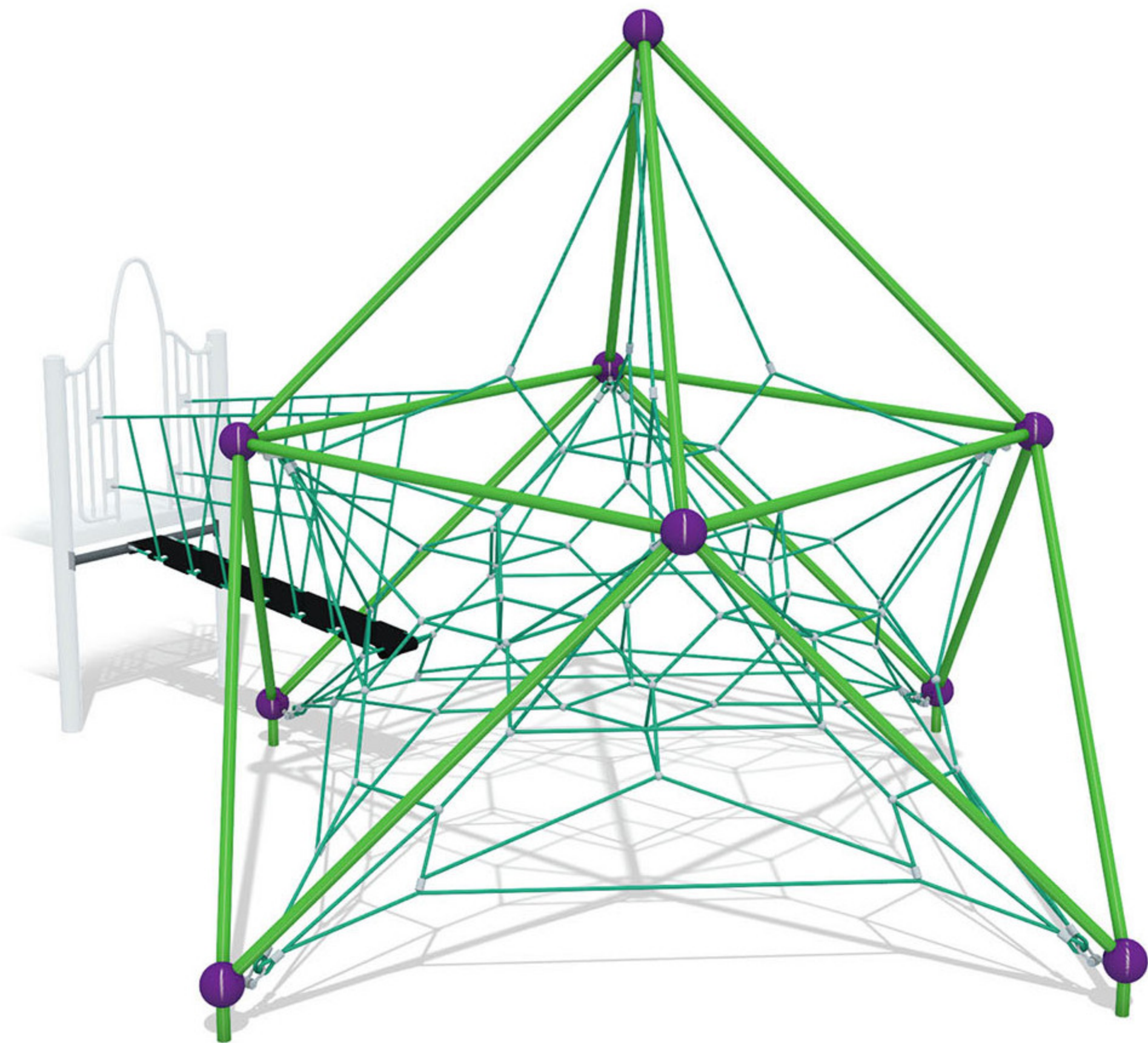
This play equipment is recommended for children ages  
5-12

Minimum Area Required:  
Scale: nts  
This drawing can be scaled only when in an 11" x 17" format

**IMPORTANT:** Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By:  
Is  
Date:  
8/3/22  
Drawing Name:  
Levi's Childrens Charity - Opt #4





# **Council Letter**

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Date of Meeting: August 29, 2022

Originating Department: City Manager

To the Mayor and City Council:

Subject: Renewal of Downtown Sikeston Contract

Attachment(s):

1. Contract for Services

Action Options:

1. Approve Renewal of Contract
2. Other Action Council May Deem Necessary

Background:

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

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

## CONTRACT FOR SERVICES FOR COMMUNITY DEVELOPMENT – DOWNTOWN REVITALIZATION

THIS AGREEMENT ENTERED INTO this \_\_\_\_ day of \_\_\_\_\_ 2022 by and between the City of Sikeston, Missouri (a Constitutional Charter City of the State of Missouri) (herein the “City”) and the Historic Midtown Development Group, Inc. (a not-for-profit corporation of the State of Missouri) (herein the “Contractor”).

WITNESSETH:

WHEREAS, the Contractor is engaged in promoting, by creating associations among Downtown Sikeston businesses and agencies within the Downtown Sikeston Redevelopment Area of the City, an atmosphere which is conducive to business, trade growth and harmony; all of which operate to increase retail sales and services, which yield a potential for increased real estate, ad valorem and sales taxes payable to the City; and

WHEREAS, the City has determined that it would be benefited by securing the Contractor’s services in specific promotional work and in exploiting the opportunities to increase the revenues of the City in the aforesaid areas, and further in producing and sponsoring promotions, festivals, special events and other such attractions likely to derivatively produce increased revenues for the City, enhance the entertainment and nurturing of its citizens, and increase the use of the City’s parks and public grounds.

NOW THEREFORE, the parties agree as follows:

1. The City does engage the services of the Contractor for the calendar year July 1, 2022 to June 30, 2023 for the promotional and production undertakings aforesaid, and agrees to pay for said services for said term the sum of ten thousand dollars (\$10,000).

2. In addition to other activities undertaken of its own free will and choice, consistent with the aforementioned purposes of this agreement, the Contractor will undertake the following:
  - a. Cooperate and coordinate with Chamber of Commerce, Sikeston Parks & Recreation, and the Convention and Visitors Bureau on activities benefiting the downtown district.
  - b. Work with the City Council and City Manager as requested to meet goals, objectives, and action steps of the City Council relating to the downtown district.
  - c. Operate and oversee the Downtown Farmers Market.
  - d. Maintain the Downtown Sikeston signs located on the railroad right-of-way along Malone Ave, and the landscaping surrounding said signs.
  - e. Maintain downtown landscaping in flower pots and beds located on downtown sidewalks and in public areas including adjacent to the Jeremiah's parking lot and midblock on the 100 block of Front Street.
  - f. Keep the bulletin board located near the Depot Trail Head of the Cotton Trace Trail updated with current and relevant information to downtown and other community events.
  - g. Annually provide the City with a report of activities completed in support of this agreement.
  - h. Undertake and support downtown beautification projects.
  - i. Undertake and support public art in downtown.
3. In the event the City is made aware of any default under the agreement which Contractor fails to correct within sixty days from the date of notification, the City may cancel and terminate this agreement.
4. It is clearly understood by all parties that Contractor operates as a not-for-profit organization and is not an operating arm of the City. The funds stated in this agreement are for services that benefit the betterment of the downtown district and, in turn, the community at large.

CITY:

CONTRACTOR

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Jonathan M. Douglass  
City Manager

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Charlette Vanover, President  
Historic Midtown Development Group, Inc.

ATTEST:

ATTEST:

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Rhonda Council  
City Clerk

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Teresa Bye, Secretary  
Historic Midtown Development Group, Inc.

## Council Letter

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Date of Meeting: 22-08-29

Originating Department: Finance Department

To the Mayor and City Council:

Subject: Workers' Compensation Insurance Renewal

Attachment(s):  
Renewal Quote

Action Options:

1. Renew Workers' Compensation Insurance with Missouri Employers Mutual with the City's estimated premium of \$311,305
2. Other action Council might deem appropriate

Background:

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

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

It is the recommendation of city staff to renew the policy Employers Mutual Insurance Company effective September 1, 2022.



PO Box 1810, Columbia, MO 65205-1810

Renewal No.  
60476667

WORKERS COMPENSATION AND EMPLOYERS' LIABILITY RENEWAL QUOTE				
<b>Applicant:</b> City of Sikeston 105 E Center Sikeston, MO 63801-4107		<b>Agency: 1955-1</b> Newton & Company, LLC (1) 103 N Kingshighway Sikeston, MO 63801		
Renewal Effective Date:	09/01/2022	<b>Employers Liability:</b>		
Quote Date:	07/28/2022	Bodily Injury by Accident	\$ 500,000	each accident
		Bodily Injury by Disease	\$ 500,000	policy limit
		Bodily Injury by Disease	\$ 500,000	each employee
<b>City of Sikeston</b> 09/01/2022 to 09/01/2023				
		Premium Basis		
		Total Estimated	Rate Per	Estimated
		Annual	\$100 of	Annual
Classifications	Code	Remuneration	Remuneration	Premium
<b>Missouri</b>	No.			
<b>Location 1: 105 E Center Sikeston MO 63801-4107</b>				
STREET OR ROAD CONSTRUCTION Paving or Repaving	5506	403,148.00	8.26	33,300.00
AVIATION-ALL OTHER EMPLOYEES & DRIVERS	7403	51,206.00	6.79	3,477.00
FIREFIGHTERS & DRIVERS	7710	1,174,786.00	7.37	86,582.00
POLICE OFFICERS & DRIVERS	7720	2,794,982.00	5.48	153,165.00
AUTOMOBILE REPAIR SHOP & PARTS DEPARTMENT EMPL	8391	122,189.00	4.17	5,095.00
CLERICAL OFFICE EMPLOYEES NOC.	8810	2,030,075.00	0.25	5,075.00
HOSPITAL-VETERINARY & DRIVERS	8831	122,704.00	1.94	2,380.00
BUILDING OR PROPERTY MANAGEMENT-ALL OTHER EMPL	9015	85,194.00	5.2	4,430.00
PARK NOC-ALL EMPLOYEES & DRIVERS.	9102	270,043.00	4.48	12,098.00
MUNICIPAL, TOWNSHIP, COUNTY, OR STATE EMPLOYEE	9410	202,628.00	4.96	10,050.00
<b>Location 2: 1551 W. Wakefield Sikeston MO 63801</b>				
SEWER Construction-All Operations & Drivers.	6306	81,444.00	8.01	6,524.00
GAS Main or Connection Construction & Drivers.	6319	739,470.00	5.79	42,815.00
WATERWORKS OPERATION & DRIVERS.	7520	485,529.00	4.52	21,946.00
ELECTRIC LIGHT OR POWER Co. NOC-All Employees	7539	5,320,214.00	2.92	155,350.00
SEWAGE DISPOSAL PLANT OPERATION & DRIVERS	7580	385,636.00	4.31	16,621.00
CLERICAL OFFICE EMPLOYEES NOC.	8810	2,276,901.00	0.25	5,692.00

This is a quotation only and is not a binder of insurance or a guarantee of insurability.

The renewal payment must be received prior to the renewal effective date unless on an Automatic EFT pay plan. If on Automatic EFT the policy will automatically renew and the payment will be debited from the policyholder's account.





PO Box 1810, Columbia, MO 65205-1810

Renewal No.  
60476667

WORKERS COMPENSATION AND EMPLOYERS' LIABILITY RENEWAL QUOTE					
<b>Applicant:</b>		<b>Agency: 1955-1</b>			
City of Sikeston		Newton & Company, LLC (1)			
105 E Center		103 N Kingshighway			
Sikeston, MO 63801-4107		Sikeston, MO 63801			
<b>Location 3: 391 North West Street Sikeston MO 63801</b>					
ELECTRIC LIGHT OR POWER Co. NOC-All Employees	7539	1,077,206.00	2.92	31,454.00	
CLERICAL OFFICE EMPLOYEES NOC.	8810	252,851.00	0.25	632.00	
<b>Location 4: 107 E Malone Ave Sikeston MO 63801</b>					
CLERICAL OFFICE EMPLOYEES NOC.	8810	1,015,117.00	0.25	2,538.00	
<b>Location 5: 860 S Ingram St Sikeston MO 63801</b>					
CLERICAL OFFICE EMPLOYEES NOC.	8810	84,894.00	0.25	212.00	
<b>Manual Premium</b>				<b>599,436.00</b>	
Increased Employers Liability 1.008				4,795.00	
<b>Subject Premium</b>				<b>604,231.00</b>	
Exp. Modifier 1.28				169,185.00	
<b>Modified Premium</b>				<b>773,416.00</b>	
Contractors Credit 0.9%				(6,961.00)	
Schedule Rating Credit/Debit -18.0%				(137,962.00)	
<b>Standard Premium</b>				<b>628,493.00</b>	
Premium Discount 0.8986				(63,720.00)	
Expense Constant				240.00	
Terrorism Risk Act				1,898.00	
Catastrophe Surcharge				1,898.00	
<b>Total Estimated Premium</b>				<b>568,809.00</b>	
Missouri SIF 0.04				22,752.00	
<b>Total Premium and Surcharges</b>				<b>591,561.00</b>	

This is a quotation only and is not a binder of insurance or a guarantee of insurability.  
The renewal payment must be received prior to the renewal effective date unless on an Automatic EFT pay plan. If on Automatic EFT the policy will automatically renew and the payment will be debited from the policyholder's account.



## Council Letter

---

Date of Meeting: 22-08-29

Originating Department: Department of Public Safety

To the Mayor and City Council:

Subject:

Purchase of new SCBA bottle fill station.

Attachments:

1. Introduction of equipment.
2. Quotes for the project covered by funds budgeted.

Action Options:

1. Request approval to proceed with quoted project.

Background:

Sikeston DPS is requesting we enter a purchase agreement with Banner Fire Equipment to purchase a new three position SCBA fill station, model CFS5.5-3S. Sikeston DPS determined Banner Fire Equipment because they are the sole vendor that sells Bauer equipment for this area since it's split up in territories for fire departments. They also currently service all our fill stations and compressors for breathing air that goes into the SCBA bottles. We have prior knowledge of Bauer equipment and must stay with the brand fill station to match up with the compressor that goes with the system. The fill station we are replacing has been in service since 1994 and it is almost impossible to find parts when issues occur due to its age.

Sikeston DPS would like to select Banner Fire Equipment/ Bauer as our vendor. The Quote for the equipment is \$13,426.44. Sikeston DPS did budget for this equipment for FY-23 and currently have \$41,000 in this line item.





\*\*\* Customer Review \*\*\*  
Date / Time: 7/25/2022 11:17:43AM  
Repair Order: 234  
Customer: 586965  
Branch: UNIT 03  
Invoice Total: \$13,426.44  
\*\*\*on account\*\*\*  
Page 1 of 1

**Bill To:** CITY OF SIKESTON  
ATTN:A/P  
105 E. CENTER  
SIKESTON, MO 63801  
Shop: 573-471-2560

**Ship To:** CITY OF SIKESTON  
ATTN:A/P  
105 E. CENTER  
SIKESTON, MO 63801  
Fax: 573/471-1526

Customer P/O:mikejrCompletion Date:

**Task: 1**83-010005add/install new components to existing air system

**Department:** Service

**Complaint:** Estimate to provide and install CFS5.5-3S fill station and plumb to existing air system. Estimate includes travel fees

Supp.	Part	Description / Ref Number	U/M	Quantity	Price	Extended Price
	SUPPLIES	Misc hardware/supplies	Misc	1.00	42.00	42.00
	CFS5.5-3S	3 Pos Fill Station Stationary	Part	Each	10,669.44	10,669.44
	AC80049-15	6000 PSI HOSE ASSY 15' LONG	Part	Each	275.00	275.00
	EQUIP IN	Shipping and Handling Inbound - Equipment	Misc	1.00	1,600.00	1,600.00

Customer Tax ID:

Payment Method  
Charge

Quote

Totals

Total Parts:

Total Core Chg:

Total Core Ret:

Total EHC:

Total Labor:

Total Miscellaneous:

Invoice Subtotal:

Total Tax:

Invoiced Total:

\$10,944.44

\$0.00

\$0.00

\$0.00

\$840.00

\$1,642.00

\$13,426.44

\$0.00

\$13,426.44

ESTIMATE ONLY!  
PRICES SUBJECT TO CHANGE. CUSTOMER WILL BE NOTIFIED OF ANY CHANGES PRIOR TO ADDITIONAL WORK BEING PERFORMED. PRICING GOOD FOR (90) DAYS. STOCK PARTS RETURNED AFTER (30) DAYS ARE SUBJECT TO 25% RESTOCK FEE. ELECTRONIC COMPONENTS AND SPECIAL ORDER PARTS ARE NOT RETURNABLE. DUE TO VARIANCES IN COSTS AND AVAILABILITY THIS ESTIMATE CAN VARY UP TO 5%. IF ANY QUESTIONS, PLEASE CALL 618-251-4200.  
THANK YOU FOR YOUR BUSINESS!

# Council Letter

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Date of Meeting: 22-08-29

Originating Department: Department of Public Safety

To the Mayor and City Council:

Subject:

Approve Purchase of Patrol Vehicles

Attachments:

1. MSHP invoice/quote

Action Options:

1. Approve Purchase of (2) 2019 Patrol Vehicles

Background:

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

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

Invoice Number:

Page 1 of 1

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

(1) Year and Make of Vehicle: 2019 Dodge Charger AWD Title Number: TGZ80228  
Serial Number: 2C3CDXKT5KH600419 P Number: 19245 Price: \$21,000.00  
Comments: \_\_\_\_\_

(2) Year and Make of Vehicle: 2019 Dodge Charger AWD Title Number: TJZ87598  
Serial Number: 2C3CDXKT3KH600595 P Number: 19254 Price: \$21,000.00  
Comments: \_\_\_\_\_

(3) Year and Make of Vehicle: \_\_\_\_\_ Title Number: \_\_\_\_\_  
Serial Number: \_\_\_\_\_ P Number: \_\_\_\_\_ Price: \_\_\_\_\_  
Comments: \_\_\_\_\_

(4) Year and Make of Vehicle: \_\_\_\_\_ Title Number: \_\_\_\_\_  
Serial Number: \_\_\_\_\_ P Number: \_\_\_\_\_ Price: \_\_\_\_\_  
Comments: \_\_\_\_\_

(5) Year and Make of Vehicle: \_\_\_\_\_ Title Number: \_\_\_\_\_  
Serial Number: \_\_\_\_\_ P Number: \_\_\_\_\_ Price: \_\_\_\_\_  
Comments: \_\_\_\_\_

Agency: Sikeston Department of Public Safety

Address: 201 S. Kings Highway Sikeston, MO. 63801 573-475-3756

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

Upon receipt of a check in the amount of \$42,000.00, payable to the Missouri State Highway Patrol, title(s) to the above identified vehicle(s) will be transferred to the above buyer. No guarantee on the used vehicle(s) is expressed or implied by the Missouri State Highway Patrol.

MISSOURI STATE HIGHWAY PATROL

  
By \_\_\_\_\_

Fleet Control Coordinator  
Title \_\_\_\_\_

08/10/2022  
Date \_\_\_\_\_

## Council Letter

---

Date of Meeting: 22-08-29

Originating Department: Public Works Department

To the Mayor and City Council:

Subject: Authorize Purchase of Road Salt

Attachments:

1. None

Action Options:

1. Authorize Purchase
2. Other Action Council May Deem Necessary

Background:

The City is in need of purchasing road salt for the coming winter season. The purchase of road salt is an ever-changing process. The number of vendors, the amount available, and the price are changing from year to year. This year staff was able to find the availability of 200 tons of salt from Swinter Group Inc. at a price of \$102.65/ton for a total purchase of \$20,530.00.

This is the only vendor we have been able to locate with both availability and a willingness to sell to us. Therefore, we do not have other bids for any comparison.

We are requesting that the City Council authorize the purchase of 200 tons of road salt from Swinter Group Inc. at a price of \$102.65/ton. This is a budgeted item.

# **Council Letter**

---

Date of Meeting: 22-08-29

Originating Department: Public Works Department

To the Mayor and City Council:

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

Attachments:

1. Agreement
2. Exhibit A, Map

Action Options:

1. Authorize Staff to Approve the Agreement
2. Other Action Council May Deem Necessary

Background:

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

Staff asks that Council approve the agreement with St. John's Bayou Basin for Lateral C.

# OUTLET CONNECTION AGREEMENT AND PERMIT

---

**THIS OUTLET CONNECTION AGREEMENT AND PERMIT** (the "Agreement") is made effective as of the \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the **CITY OF SKESTON, MISSOURI**, a Municipal Corporation, whose address for notice purposes is 105 E. Center Street, Skeston, Missouri, 63801 (hereinafter called the "City"), and **ST. JOHN'S BAYOU BASIN DRAINAGE DISTRICT** of New Madrid County, Missouri, a Circuit Court Drainage District organized pursuant to Chapter 242 RSMo., address for notice purposes is 303 S. Kingshighway, P.O. Box 8, Skeston, Missouri 63801 (hereinafter called the "Drainage District").

## WITNESSETH:

**WHEREAS**, the City is a Municipal Corporation of the State of Missouri; and

**WHEREAS**, the City assists in proving drainage for the residents of the City of Skeston; and

**WHEREAS**, the City desires to obtain a permit from the Drainage District, pursuant to Section 242.335 RSMo., to connect and maintain an outlet (hereinafter referred to as "**St. John's Outlet**") from the ditch commonly known as "**Lateral C**" as depicted in Exhibit A attached hereto and incorporated herein by reference, into the St. John's Ditch, a portion of the District's drainage system; and which is controlled and maintained by the Drainage District; and

**WHEREAS**, the City desires to clean out Lateral C and provide an outlet for said Lateral; and

**WHEREAS**, the ditch know as Lateral C lies within the geographic boundaries of the Drainage District, but is not a part of the Drainage District's system or maintained by the Drainage District; and

**WHEREAS**, the Drainage District is willing to grant the City a permit regarding the St. John's Outlet upon the terms and conditions herein.

**NOW, THEREFORE**, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. **Permit Granted.** Subject to the terms and provisions and subject to the conditions of this Agreement, the Drainage District hereby grants City a permit to construct, operate and maintain the St. John's Outlet from Lateral C into the St. John's Ditch. Said St. John's Outlet shall be constructed and maintained at the sole cost and expense of City.



2. **Maintenance of Lateral C.** City agrees that it will at its sole cost and expense provide any clearing, mowing or other maintenance as of Lateral C as may be required from time to time. City acknowledges that Lateral C is not a ditch which is owned and maintained by the Drainage District, and that the Drainage District shall have no responsibility for the maintenance of Lateral C.

3. **Fee.** The City shall pay to Drainage District an annual fee of Seven Thousand Five Hundred Dollars (\$7,500.00) per year. The first such payment shall be due thirty (30) days after the effective date of this Agreement, and shall be payable on the like day of each successive year. The Drainage District shall use and apply the fees paid by the City to the cost and expense of maintaining and administering the St. John's Ditch and other ditches in its system, as provided under Chapter 242 RSMo.

4. **Construction and Maintenance of Facilities.** The city shall construct and at all times properly maintain the Outlet, and keep the same free from obstruction, at the City's sole cost and expense and in compliance with all applicable federal, state and local laws, regulations, permits, rulings and orders. City shall remove or repair any erosion, silting or damage to the banks of the St. John's Ditch adjacent to the Outlet, and shall exercise their best efforts to minimize the flow of silt into the Ditch.

5. **No Third-Party Beneficiaries.** Except as expressly provided herein, nothing in this Agreement obligates, nor shall it be deemed to obligate the Drainage District to provide outlets or connections or drainage services in the St. John's Ditch or its drainage system, directly or indirectly, to any third party, whether located within or without the city limits of the City or the District, nor shall any person or entity be deemed a third-party beneficiary of this Agreement.

6. **Insurance.** The City shall, at its own cost and expense, maintain, during the term of this Agreement, commercial general liability insurance coverage having policy limits of not less than \$1,000,000.00 per occurrence, naming the Drainage District as a named insured. The City shall upon request provide the Drainage District written certification that such coverage is in full force and effect as required herein.

7. **Compliance With Law.** City shall comply with all applicable statutes, regulations, rules and ordinances regarding water quality, wetlands and hazardous and toxic waste, substances, or material, and any other applicable statutes, regulations, rules and ordinances regarding the environment (collectively called "**Environmental Laws**"). As well as with the terms of all permits, governmental authorizations and the like applying to the St. John's Outlet. City hereby agrees to indemnify, defend, protect, and hold harmless the

Drainage District from and against all claims, liabilities, damages, fines, costs of remedial action, civil penalties, attorney's fees, consulting fees incurred by the Drainage District, on account of or resulting from any claim or liability arising from any violation by city of any Environmental Law or permit that pertains to or includes the Lateral C or the St. John's Outlet.

8. **Default.** The occurrence or continuation of any one or more of the following events shall constitute a default ("**Default**") hereunder: (i) the failure by City to pay when due the fees or payment as herein provided; (ii) the failure of City to perform or observe any other covenant or condition of this Agreement to be performed or observed by City, if such failure continues for a period of thirty (30) calendar days after written notice thereof; provided, however, that if the nature of the obligation is such that a period of more than thirty (30) days is reasonably required for cure, then there shall be no Default so long as City commences cure within the thirty (30) days period and thereafter diligently pursues cure to completion; or (iii) the filing by or against City of a petition to have it adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless the same is dismissed within sixty (60) days, or the appointment of a trustee or receiver to take possession of, or the attachment or other judicial seizure of, substantially all of City's assets, if the right to take possession or the seizure is not terminated within sixty (60) days.

9. **Remedies.** In the event of Default by city hereunder, the Drainage District may, at any time thereafter, with or without notice (except for such notice as may be required hereunder or by law) and without limiting the exercise of any other right or remedy: (a) terminate this Agreement; and/or (b) avail itself of any other remedy now or hereafter available to the Drainage District. Such remedies shall include, but are not limited to, the right to seek an order for a temporary restraining order, preliminary and/or permanent injunction, and/or specific performance, actual damages being difficult if not impossible to determine, and the Drainage District having no adequate remedy at law.

10. **Notices.** Any demand, consent or notice required or permitted to be given hereunder shall be in writing, shall be given by personal delivery or by certified U.S. mail, return receipt requests, addressed to City or to the Drainage District at their respective addresses first stated above, and shall be effective upon receipt (or if rejected, shall be effective and deemed received on the date of rejection). Either party may by notice to the other, specify a different address for notice purposes.

11. **No Implied Waivers.** No waiver by City or the Drainage District of any provisions hereof shall be deemed a waiver of any other provision or of any subsequent breach of the same provision. The acceptance of any payment hereunder by the Drainage District shall not be a waiver of any preceding breach by the other of any provision hereof, other than the failure of the City to pay the particular payment so accepted, regardless of the Drainage

District's or City's knowledge, as the case may be, of the preceding breach at the time of acceptance.

12. **Attorney's Fees.** In the event there is any dispute concerning the terms of this Agreement, or the performance of any party pursuant to the terms of this Agreement, and any party retains counsel for the purpose of enforcing any of the provisions of the Agreement, or asserting the terms of this Agreement in defense of any suit or arbitration proceeding filed against said party, the prevailing party in such a dispute shall be entitled to recover, in addition to any other remedy to which such party may be entitled, all of its reasonable costs and reasonable attorney's fees incurred in connection with the dispute, irrespective of whether or not a lawsuit or arbitration proceeding is actually commenced or prosecuted to conclusion.

13. **Governing Law.** This Agreement shall be governed by and constructed under laws of the State of Missouri.

14. **Further Cooperation.** Each party shall take such further steps and sign or cause to be signed such further documents or instruments as may be necessary from time-to-time to achieve the purposes of the Agreement.

15. **Counterparts.** This Contract may be executed in any number counterparts, each of which shall have the force and effect of an original, but all of which shall together constitute but a single instrument.

16. **Electronic Signature.** Each the parties contemplate that this Agreement may be transmitted to either party hereto electronically or by facsimile for signature. An electronic or facsimile signature shall be effective as an original signature hereon.

**IN WITNESS THEREOF**, this Agreement is hereby executed by the undersigned duly authorized representative of the parties hereto as of the day and year first above written.

**[Intentionally left blank. Signature page follow.]**

**CITY OF SIKESTON, MISSOURI**

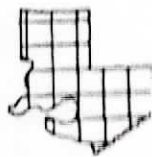
By: \_\_\_\_\_  
Mayor

**ATTESTED:**

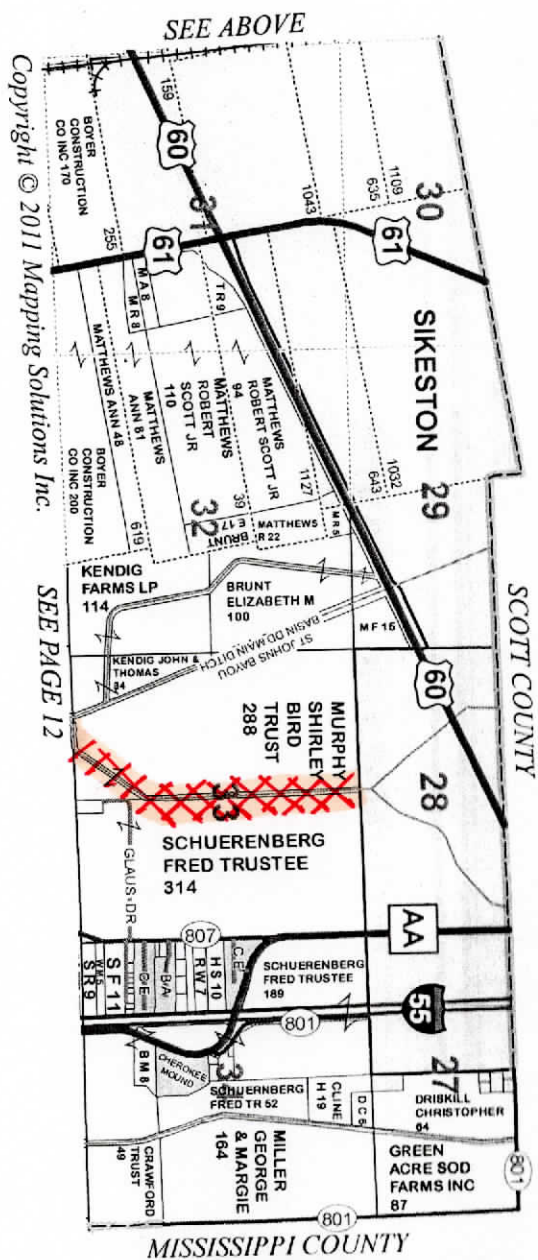
BY: \_\_\_\_\_  
City Clerk

**ST. JOHN'S BAYOU BASIN DRAINAGE  
DISTRICT**

By: \_\_\_\_\_  
ROBERT A. RILEY- President



10



# **Council Letter**

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Date of Meeting: 22-08-29

Originating Department: Department of Community Development

To the Mayor and City Council:

Subject: Conditional Use Variance – Residential (R-1) Use in Light Industrial (IH) Zone

Attachment(s):

1. Letter of Request
2. Application
3. Plat
4. Zoning Map

Action Options:

1. Approve/Disapprove Request
2. Other action Council may deem appropriate

Background:

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

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

7-13-22

DEAR BOARD MEMBERS

I WISH TO ASK FOR A CONDITIONAL USE VARIANCE FOR THE PROPERTY AT 1024 COUNTY LINE RD (SEE ATTACHED). I NEED TO DESIGNATE THIS AS SINGLE FAMILY RESIDENCE, IT IS IN A LIGHT IND. ZONE. THE PROPERTY WAS FOR RENT FOR A LONG TIME AS COMMERCIAL AND NO-ONE WANTED TO RENT OR LEASE IT BECAUSE OF THE LOCATION.

Yours

Larry Hedsmeyer



Application to Planning and Zoning Commission  
City of Sikeston, Missouri

**Attachments needed:**

- Letter of Request accompanying sketch plan shall detail proposed layout of streets, lots and other features in relation to existing area along with other data describing proposed development.
- 1 large scale plat and 1 small scale plat with engineer's or architect's seal (seal not required for rezoning request)
- Legal Description must be provided in a Word Document on a flash drive. (for zoning request)

Application fees, legal notice fees and mailing fees are the responsibility of the applicant and are billed separately. Fees are due prior to the meeting date.

All requests, including application, letter of request and plats, are to be received at least 25 days prior to the meeting date. The regular meeting date is the second (2<sup>nd</sup>) Tuesday of each month.

*To be completed by the applicant*

Applicant Name(s): ANTHONY J. HECKEMEYER & ELIZABETH F  
Address: 919 N RANNEY Sikeston, MO. Heckemeyer

I/We apply to the Planning and Zoning Commission for the following manner:

**For a Zoning Request:**

1. Address of property, if available: \_\_\_\_\_
2. Legal description of property: \_\_\_\_\_
3. Property owner: \_\_\_\_\_
4. Current zoning: \_\_\_\_\_
5. Type of zoning requested: \_\_\_\_\_

**For a Subdivision Request:**

1. Address of property, if available: \_\_\_\_\_
2. Legal description of property: \_\_\_\_\_
3. Property Owner: \_\_\_\_\_
4. Current number of lots: \_\_\_\_\_
5. Proposed number of lots: \_\_\_\_\_

**For a Conditional Use Variance:**

1. Address of Property: 1024 COUNTY LINE Rd
2. Legal Description of Property: LOT 2 OF A.J. & NANCY PRIEST REPLAT OF SW 1/4 SEC. 28-26-14
3. Property Owner: ANTHONY J. & ELIZABETH F HECKEMEYER
4. Why is a conditional use being sought? To be in COMPLIANCE WITH MUNI. CODES

What purpose is the conditional use to serve: To be used as single family Residence

Anthony J. Heckemeyer  
Applicant Name (Please print)

Elizabeth F. Heckemeyer  
Applicant Name (Please print)

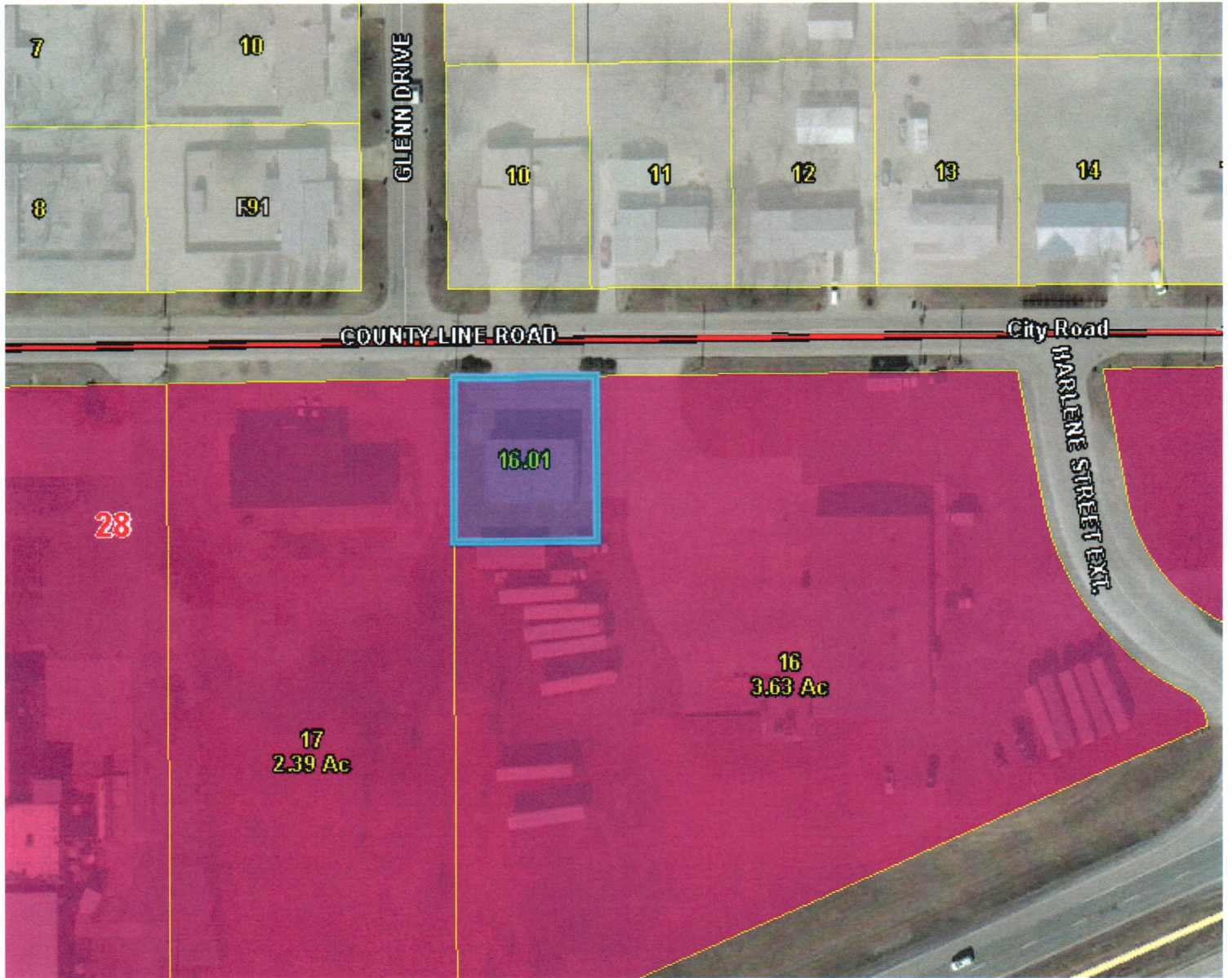
Anthony J. Heckemeyer  
Applicant's Signature

Elizabeth F. Heckemeyer  
Applicant's Signature



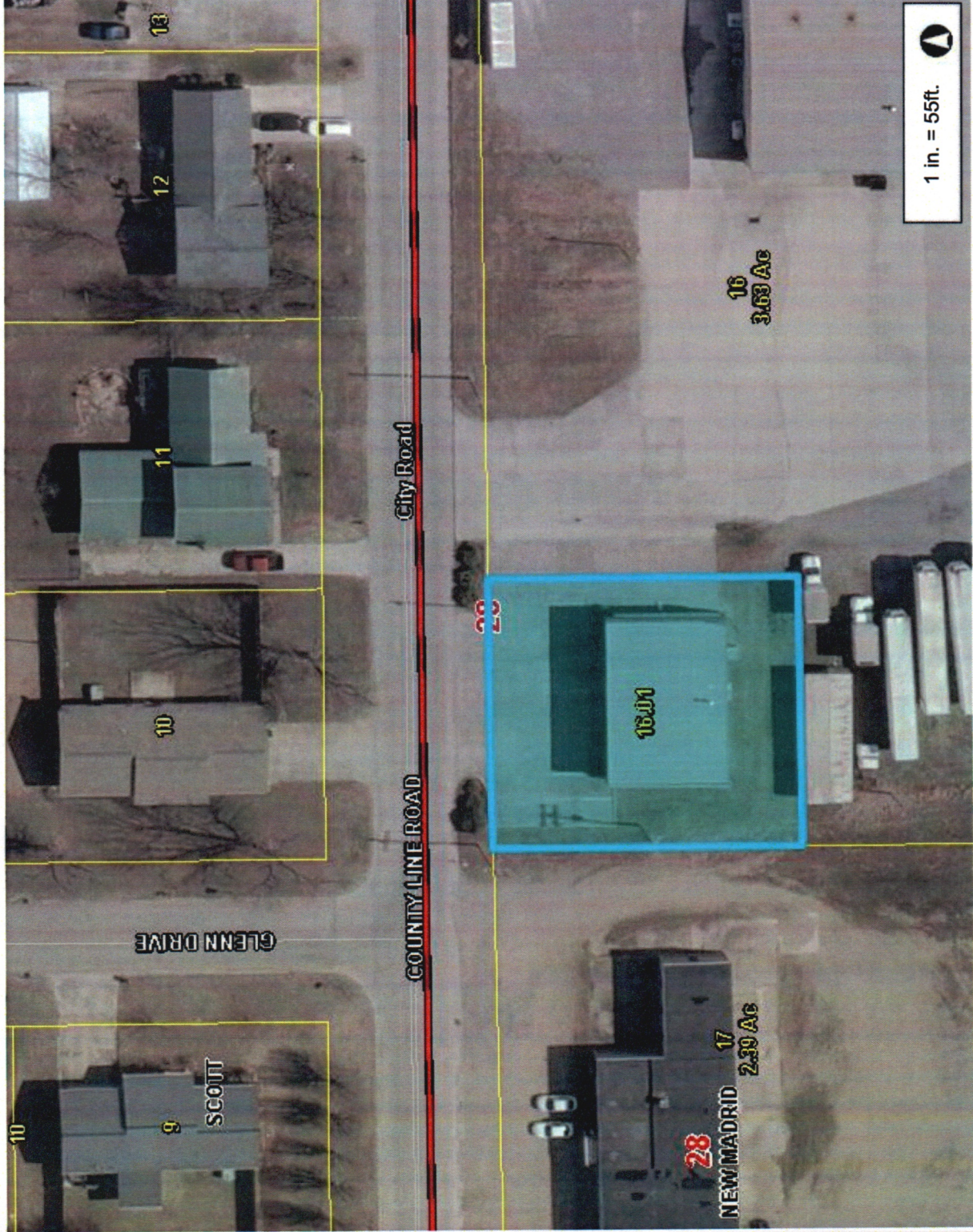








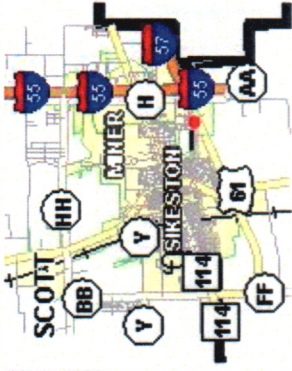
# Sikeston, MO



1 in. = 55ft.

109.6 0 54.80 109.6 Feet

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.  
THIS MAP IS NOT TO BE USED FOR NAVIGATION



## Legend

- Road
  - <all other values>
  - INTERSTATE
  - U.S. HIGHWAY
  - STATE HIGHWAY
- Railroad
- Parcel
- Corporate Limit Line
- Section
- Land Grant
- County Boundary
- <all other values>
- NEW MADRID
- SCOTT

## Notes



# **Council Letter**

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Date of Meeting: 22-08-29

Originating Department: Public Works Department

To the Mayor and City Council:

Subject: Authorization to Approve Relocation of Ameren Utilities

Attachments:

1. Price Quotation

Action Options:

1. Authorize Staff to Approve this quotation
2. Other Action Council May Deem Necessary

Background:

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

Staff is seeking Council's authorization to approve the relocation of this line.

CHRGPRNT AMEREN MISSOURI  
05/05/22 PRICE QUOTATION AND AUTHORIZATION  
COMPANY: UEC REGION: 019 DISTRICT: 2TSE W/R# 134907 CREW HQ: 05DXXX  
STATUS: 10 ON 05/05/22 REQUEST INITIATED SCHEME NUMBER: WPA: 801  
PROJECT NAME: MOVE POLES AT WELL FOR NEW OUTER RD TAX AREA: 063801  
JOB ADDRESS: HWY 61,SIKESTON MO,63801 PREMISE:  
JOB DESCRIPTION: RELOCATIONS

=====

NON-STANDARD CHARGES:		\$11,865.73
CUSTOMER ENTITLEMENT:	(LESS)	\$0.00
REVENUE OFFSET:	(LESS)	\$0.00
	SUBTOTAL	\$11,865.73

STANDARD CHARGES:

QTY	UNIT PRICE	DESCRIPTION
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TAX: \$0.00

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NET ONE-TIME CHARGE	\$11,865.73
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COMMENT:

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\*\*\*\*\*

\* TO PROCEED WITH THE AMEREN CORPORATION WORK DESCRIBED BY THIS \*

\* QUOTATION PLEASE RETURN THIS FORM ALONG WITH REMITTANCE IN THE \*

\* ABOVE AMOUNT SHOWN AS NET ONE-TIME CHARGE TO THE ADDRESS LISTED \*

\* BELOW. CHARGES MAY BE SUBJECT TO MUNICIPAL TAXES. \*

\* \*

\*\*\*\*\*

ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO: AMEREN MISSOURI  
DEXTER OPERATING CENTER  
212 SOUTH HICKORY ST  
DEXTER, MO 63841

BILLING INFO: CITY OF SIKESTON  
PO BOX 999

SIKESTON

MO 63801

AUTHORIZED BY: \_\_\_\_\_ NAME  
\_\_\_\_\_  
PHONE POSITION  
\_\_\_\_\_  
PURCHASE ORDER NO. IF APPLICABLE

THIS QUOTATION IS FIRM ONLY IF ACCEPTED BY 08/03/22 AND IF CUSTOMER FULFILLED  
NECESSARY REQUIREMENTS FOR AMEREN MISSOURI TO COMMENCE WORK BY 11/01/22