TENTATIVE AGENDA

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

Monday, September 26, 2022
5:00 P.M.

I. CALL TO ORDER

II. RECORD OF ATTENDANCE

III. OPENING PRAYER

IV. PLEDGE OF ALLEGIANCE

V. ITEMS OF BUSINESS
   A. Boards & Commission Appointments
   B. Approve RFP 23-12, Aruba Access Point
   C. Approve Amended Air Rights Easement
   D. Approve Fiber Easement
   E. Authorize Purchase of Compact Excavator
   F. Authorize Purchase of Batwing Mower
   G. Authorize Purchase of 125 Tons of Infield Material
   H. Authorize Equipment Rental for LCRA/City Nuisance Lot Cleanup
   I. 1st & 2nd Reading, Emergency Ordinance #6282, Authorizing BMU to Sell Strip of Land to JNS Holdings, LLC
   J. 2nd Reading & Consideration, Bill #6278, Amending Chapter 600, Alcoholic Beverages (Liquor License)
   K. 2nd Reading & Consideration, Bill #6280, Purchasing Policy-Publication of Bids
   L. 2nd Reading & Consideration, Bill #6281, Amending Chapter 200, Article XII, Offenses Concerning Minors
   M. Appoint Interview Committee for Finance Director
   N. Other Items as May Be Determined During the Course of the Meeting

VI. ADJOURNMENT

Dated this 20th day of September 2022

__________________________
Rhonda Council
Rhonda Council, City Clerk

The City of Sikeston complies with ADA guidelines. Notify Rhonda Council at 471-2512 (TDD Available) to notify the City of any reasonable accommodation needed to participate in the City Council’s Meeting.
To the Mayor and City Council:

Subject: Boards & Commissions Appointments

Attachments:
1. Summary, Boards & Commissions membership, terms and applicants
2. Listing of residents seeking appointment (Resource Bank Applicants)
3. Listing of Current Boards and Commissions Members

Action Options:
1. Make 2022 Appointments
2. Other Action Council May Deem Necessary

Background:

Council action is requested on these 28 appointments to Boards & Commissions. Oath of Office ceremonies will be conducted during the 5:00 PM meeting of September 26 and the 5 PM meeting of October 3 and October 31.

Council action will be requested as follows:

BOARD OF APPEALS: 3 appointments
BOARD OF ADJUSTMENTS: 1 appointment
BMU COMMISSION: 1 appointment
HOUSING AUTHORITY BOARD: 2 appointments
INDUSTRIAL DEVELOPMENT AUTHORITY: 2 appointments
LAND CLEARANCE REDEVELOPMENT AUTHORITY: 1 appointment
PARK BOARD: 3 appointments
PLANNING & ZONING COMMISSION: 2 appointments
PUBLIC SAFETY ADVISORY BOARD: 3 appointments
PAWS ADVISORY BOARD: 1 appointment
TAX INCREMENT FINANCE COMMISSION: 2 appointments

TRAFFIC COMMITTEE: 2 appointments

SCOTT COUNTY EXTENSION COUNCIL: 1 appointment

SEMO UNIVERSITY Sikeston Campus Advisory Council: 4 appointments
### APPOINTMENTS REQUESTED: 1

<table>
<thead>
<tr>
<th>Terms Expiring</th>
<th>Length of Service</th>
<th>Seeks Reappointment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jodi Glidwell</td>
<td>1 Full Term</td>
<td>Yes</td>
</tr>
</tbody>
</table>

### Remaining Board Members:

Jessie Redd, Rob Murphy, William Nace, Ron Galemore; Alternate - James Miller, Jim Beaird, Inger Roberson

**Term Length:** 5 Years

**Applicants:**

None

### APPOINTMENTS REQUESTED: 3

<table>
<thead>
<tr>
<th>Terms Expiring:</th>
<th>Length of Service</th>
<th>Seeks Reappointment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rob Murphy</td>
<td>1st Term</td>
<td>attendance</td>
</tr>
<tr>
<td>James Beaird</td>
<td>2nd Term</td>
<td>Yes</td>
</tr>
<tr>
<td>Tim Mitchell</td>
<td>1st Term</td>
<td>Yes</td>
</tr>
</tbody>
</table>

### Remaining Board Members:

Scott Ezell, Marty Presley, Michael Limbaugh, Reade Ferguson

**Qualifications for Appointment:**

Municipal Code requires members to be a registered architect, registered engineer or have experience in the following occupations: licensed general contractor, electrical supplier, licensed heating and cooling contractor, plumbing supplier, licensed plumber, building supplier, licensed electrician, or licensed real estate broker. Should a candidate from any of the above professions not be available for appointment, Council at its discretion, may duplicate or substitute a field.

**Term Length:** 3 Years

**Applicants:**

Larry Hancock, 305 N. Ranney

### 1 Full Term

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Meets Residency Requirement</th>
<th>Party</th>
</tr>
</thead>
<tbody>
<tr>
<td>Joshua Gilbert</td>
<td>221 Bradley Drive</td>
<td>Yes</td>
<td>Republican</td>
</tr>
<tr>
<td>Chad Crow</td>
<td>611 Laurelwood Ave.</td>
<td>Yes</td>
<td>Republican</td>
</tr>
<tr>
<td>Franklin Adams</td>
<td>805 Cherokee</td>
<td>Yes</td>
<td>Republican</td>
</tr>
<tr>
<td>Austin Curtis</td>
<td>1134 Persimmon Place</td>
<td>Yes</td>
<td>Republican</td>
</tr>
<tr>
<td>Pershard Owens</td>
<td>233 Dockins Dr.</td>
<td>Yes</td>
<td>Republican</td>
</tr>
</tbody>
</table>

**Length of Term:** 4-Years

**Applicants:**

Tim Merideth (Independent), Brian Menz (Independent), Jon Gilmore (Independent)

**Qualifications for appointment:**

Must be a resident of Sikeston for four years prior to appointment; may hold no other public office or be an employee of city government; and may have no business relationship with the Board other than as a consumer. No more than two Board members may be of the same political party.
### HOUSING AUTHORITY BOARD OF COMMISSIONERS

**APPOINTMENTS REQUESTED: 2**

<table>
<thead>
<tr>
<th>Terms Expiring:</th>
<th>Length of Service</th>
<th>Seeks Reappointment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Harry Howard</td>
<td>1st Term</td>
<td>Yes</td>
</tr>
<tr>
<td>Tim Mitchell</td>
<td>Partial Term</td>
<td>No</td>
</tr>
</tbody>
</table>

**Remaining Commission Members:**
Brenda Robinson-Echols, Christina King, Viola Blow (Resident)

**Qualifications for appointment:**
Appointees shall be resident taxpayers for at least one year immediately prior to their appointment. No director shall be an officer or employee of the county or municipality. (RSMo 349.045)

**Length of Term:** 4-Years

<table>
<thead>
<tr>
<th>Applicants:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
</tr>
<tr>
<td>Flora Wiggins</td>
</tr>
<tr>
<td>Ed Dust</td>
</tr>
<tr>
<td>Franklin Adams</td>
</tr>
<tr>
<td>Sam Gleason</td>
</tr>
<tr>
<td>Michael Sadler</td>
</tr>
<tr>
<td>Inger Roberson</td>
</tr>
<tr>
<td>Ben Ross</td>
</tr>
<tr>
<td>Bobby Henry</td>
</tr>
<tr>
<td>Yolanda Redd</td>
</tr>
</tbody>
</table>

#### INDUSTRIAL DEVELOPMENT AUTHORITY

**APPOINTMENTS REQUESTED: 2**

<table>
<thead>
<tr>
<th>Terms Expiring:</th>
<th>Length of Service</th>
<th>Eligible/Seeks Reappointment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Anna Warf</td>
<td>3rd Term</td>
<td></td>
</tr>
<tr>
<td>Steve McPheeters</td>
<td>3rd Term</td>
<td></td>
</tr>
</tbody>
</table>

**Remaining Board Members:**
Terry Williams, Steve Millington, Brenda Robinson-Echols

**Qualifications for appointment:**
Directors shall be resident taxpayers for at least one year immediately prior to appointment. No director shall be an officer of the county or city.

**Length of Term:** 6-Years

<table>
<thead>
<tr>
<th>Applicants:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
</tr>
<tr>
<td>Lisa Russell</td>
</tr>
<tr>
<td>Will Ryan</td>
</tr>
<tr>
<td>Inger Roberson</td>
</tr>
<tr>
<td>Jodi Glidewell</td>
</tr>
</tbody>
</table>

### LCRA COMMISSION

**APPOINTMENTS REQUESTED: 1**

<table>
<thead>
<tr>
<th>Term Expiring:</th>
<th>Length of Service</th>
<th>Seeks Reappointment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clayton Driskill</td>
<td>Partial Term</td>
<td>Yes</td>
</tr>
</tbody>
</table>

**Remaining Members:**
Dan Marshall, Carrie Lape, Michael Harris, Brenda Robinson-Echols

**Qualifications for appointment:**
Appointees shall be taxpayers who have resided within Sikeston for five years prior to their appointment.

**Length of Term:** 4-Years

<table>
<thead>
<tr>
<th>Applicants:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
</tr>
<tr>
<td>Lisa Russell</td>
</tr>
<tr>
<td>Michael Sadler</td>
</tr>
<tr>
<td>Jessica Merideth</td>
</tr>
<tr>
<td>Wanda Harrington</td>
</tr>
<tr>
<td>Austin Curtis</td>
</tr>
<tr>
<td>Yolanda Redd</td>
</tr>
</tbody>
</table>
### PARK BOARD

**Terms Expiring:**

- Holly Greene
- Joshau Gilbert
- Derrick Pullen
- Timothy Greenway
- Paul Cohen
- Shantone Howard
- Betsy McConnell
- Will Ryan
- Holly Greene
- Mandy Leible
- Tiara Riggs-Butler
- Ben Ross
- Natalie Bohannon
- Austin Curtis
- Bobby Henry
- Susanne Chitwood

**Remaining Members:**

- Charlotte York, Jared Straton, Marcie Lawson, Jeff Hay, Wade Hamra

**Qualifications for appointment:**

Must be a citizen of Sikeston. No member of municipal government may be appointed to the board (RSMo 90.520)

**Length of Term:** 3-Years

**Applicants:**

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Meets Residency Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Holly Greene</td>
<td>912 Stanford</td>
<td>Yes</td>
</tr>
<tr>
<td>Joshau Gilbert</td>
<td>221 Bradley Dr.</td>
<td>Yes</td>
</tr>
<tr>
<td>Derrick Pullen</td>
<td>862 Cambridge</td>
<td>Yes</td>
</tr>
<tr>
<td>Timothy Greenway</td>
<td>118 E. Center St., Apt. A</td>
<td>Yes</td>
</tr>
<tr>
<td>Paul Cohen</td>
<td>118 N. 6th Street</td>
<td>Yes</td>
</tr>
<tr>
<td>Shantone Howard</td>
<td>224 Hardin St.</td>
<td>Yes</td>
</tr>
<tr>
<td>Betsy McConnell</td>
<td>1307 Goldenrod</td>
<td>Yes</td>
</tr>
<tr>
<td>Will Ryan</td>
<td>1016 Pine St.</td>
<td>Yes</td>
</tr>
<tr>
<td>Holly Greene</td>
<td>912 Stanford</td>
<td>Yes</td>
</tr>
<tr>
<td>Mandy Leible</td>
<td>122 Larkspur</td>
<td>Yes</td>
</tr>
<tr>
<td>Tiara Riggs-Butler</td>
<td>302 Kay Dr.</td>
<td>Yes</td>
</tr>
<tr>
<td>Ben Ross</td>
<td>907 Taylor</td>
<td>Yes</td>
</tr>
<tr>
<td>Natalie Bohannon</td>
<td>529 Vernon</td>
<td>Yes</td>
</tr>
<tr>
<td>Austin Curtis</td>
<td>1134 Persimmon Pl.</td>
<td>Yes</td>
</tr>
<tr>
<td>Bobby Henry</td>
<td>936 N. West St.</td>
<td>Yes</td>
</tr>
<tr>
<td>Susanne Chitwood</td>
<td>P.O. Box 81</td>
<td>Yes</td>
</tr>
</tbody>
</table>

### PLANNING & ZONING COMMISSION

**Terms Expiring:**

- Chip Thornton
- Gary Ozment
- Kathy Teachout
- Missy Marshall
- Rob Murphy
- James Miller

**Remaining Members:**

- Larry Hancock
- Gordon Jones

**Qualifications for appointment:**

Must be a citizen of Sikeston.

**Length of Term:** 4-Years

**Applicants:**

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Meets Residency Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Derrick Pullen</td>
<td>862 Cambridge Dr.</td>
<td>Yes</td>
</tr>
<tr>
<td>Jodi Glidewell</td>
<td>1718 Oklahoma St.</td>
<td>Yes</td>
</tr>
<tr>
<td>Jim Beaird</td>
<td>P.O. Box 632</td>
<td>Yes</td>
</tr>
<tr>
<td>Pershard Owens</td>
<td>233 Dockins Dr.</td>
<td>Yes</td>
</tr>
<tr>
<td>Austin Curtis</td>
<td>1134 Persimmon Pl.</td>
<td>Yes</td>
</tr>
<tr>
<td>Ben Ross</td>
<td>907 Taylor</td>
<td>Yes</td>
</tr>
<tr>
<td>William Watson II</td>
<td>514 W. Salcedo Road</td>
<td>Yes</td>
</tr>
<tr>
<td>Paul Cohen</td>
<td>118 N. 6th St.</td>
<td>Yes</td>
</tr>
<tr>
<td>Barbara Collins</td>
<td>1028 Red Arrow</td>
<td>Yes</td>
</tr>
<tr>
<td>Jay Teague</td>
<td>520 Tanglewood</td>
<td>Yes</td>
</tr>
</tbody>
</table>
PUBLIC SAFETY ADVISORY BOARD

Terms Expiring:  
<table>
<thead>
<tr>
<th>Name</th>
<th>Length of Service</th>
<th>Seeks Reappointment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ned Matthews</td>
<td>4th Term</td>
<td>Yes</td>
</tr>
<tr>
<td>Nathan Cox</td>
<td>4th Term</td>
<td>Yes</td>
</tr>
<tr>
<td>Gordon Jones</td>
<td>2nd Term</td>
<td>Yes</td>
</tr>
</tbody>
</table>

Remaining Members:
Jeff Hay, Karen Evans, Andy Caton, Harry Howard, David Terrell

Qualifications for appointment: Must be a registered voter of Sikeston.
Length of Term: 3-Years

Applicants:
<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Meets Residency Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Joshua Gilbert</td>
<td>221 Bradley Dr.</td>
<td>Yes</td>
</tr>
<tr>
<td>Lori Caldwell</td>
<td>107 Holmes</td>
<td>Yes</td>
</tr>
<tr>
<td>Ginger McCord</td>
<td>940 Park Ave.</td>
<td>Yes</td>
</tr>
<tr>
<td>Jodi Glidewell</td>
<td>1718 Oklahoma</td>
<td>Yes</td>
</tr>
<tr>
<td>Franklin Adams</td>
<td>805 Cherokee</td>
<td>Yes</td>
</tr>
<tr>
<td>Shantonoe Howard</td>
<td>224 Hardin St.</td>
<td>Yes</td>
</tr>
<tr>
<td>Will Ryan</td>
<td>1016 Pine St.</td>
<td>Yes</td>
</tr>
<tr>
<td>Larry Hancock</td>
<td>305 N. Ranney</td>
<td>Yes</td>
</tr>
<tr>
<td>Natalie Bohannon</td>
<td>529 Vernon</td>
<td>Yes</td>
</tr>
<tr>
<td>Ben Ross</td>
<td>907 Taylor</td>
<td>Yes</td>
</tr>
<tr>
<td>William Watson II</td>
<td>514 W. Salcedo Rd</td>
<td>Yes</td>
</tr>
<tr>
<td>Paul Cohen</td>
<td>118 N. 6th St.</td>
<td>Yes</td>
</tr>
</tbody>
</table>

SIKESTON PET & ANIMAL WELFARE SERVICES ADVISORY BOARD

APPOINTMENTS REQUESTED: 3

Terms Expiring
Carrie Ann Corso 1st Term Yes

Members
Madeline Bell, Andy Caton, Holly Greene, Jessica Merideth, Blake Bain, Sam Gleason

Qualifications for Appointment: Must be citizen of Sikeston (RSMo 89.080)

Term Length: 3 Years

Applicants:
Derrick Pullen, 862 Cambridge Dr.
Hailey Driskill, 217 Thomas Dr.
Mandy Leible, 122 Larkspur Lane
Tiara Rigs-Butler, 302 Kay Dr.
Natalie Bohannon, 529 Vernon Ave.
Elizabeth Littleton, 720 N. Kingshighway
Kenya Daughtery, 812 N. Kingshighway
TAX INCREMENT FINANCE COMMISSION

Terms Expiring (Sikeston appointees):
- Nathan Cox
- Matt Drake

Qualifications for Appointment:
No term limits established in City Code.

Members:
Missy Marshall, Clayton Driskill, Matt Marshall, Rik LaPlant

Length of Term:
- 4-Years

Applicants:
- Ron Eifert, Austin Curtis

TRAFFIC COMMITTEE

Terms Expiring:
- James Miller
- Rob Murphy (Alternate)

Qualifications for Appointment:
None set forth in City Code.

Length of Term:
- 3-Years

Applicants:
- Ben Ross, William Watson II, Paul Cohen, Jay Teague

SCOTT COUNTY EXTENSION COUNCIL

Appointee:
Christina King

Qualification:
Must be a resident of Sikeston/Scott County

Applicants:
Lori Caldwell, 107 Holmes

SEMO UNIVERSITY

SIKESTON CAMPUS ADVISORY COUNCIL

Terms Expiring:
- Barb Collins
- Michael Harris
- Scott Ezell
- Holly Greene

Remaining Sikeston Appointees:
Mary Below, Libby Caskey, Susan Howle Werner, Toni Dee, Ron Payne, Lori Caldwell, Austin Curtis, Shirley Love, Agnes Mason, Christina King, Jessica Merideth

Qualification:
Must be a resident of Sikeston/Scott County

Applicants:
- Tiara Riggs-Butler, 302 Kay Drive
- Wanda Harrington, 1312 Butler
- JaxonMarie Wright, 104 Lancaster
- Bobby Henry, 936 N. West
- William Watson II, 514 W. Salcedo Road
**RESOURCE BANK APPLICANTS**

Residents may access Resource Bank Applications on-line at www.sikeston.org, apply via telephone, or pick up an application from City Hall or the Sikeston Public Library. Resource Bank Applications are valid for a period of 24 months from date of submission to the City. Questions regarding the application process may be addressed to Rhonda Council, cityhall@sikeston.org or by phone at 471-2512.

<table>
<thead>
<tr>
<th>Last Name</th>
<th>First Name</th>
<th>Appointment(s) Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adams</td>
<td>Franklin</td>
<td>Board of Municipal Utilities, Housing Authority, Public Safety Advisory Board</td>
</tr>
<tr>
<td>Beaird</td>
<td>Jim</td>
<td>Industrial Development Authority</td>
</tr>
<tr>
<td>Bohannon</td>
<td>Natalie</td>
<td>PAWS, Park Board, Public Safety Advisory Board</td>
</tr>
<tr>
<td>Caldwell</td>
<td>Lori</td>
<td>Public Safety Advisory Board, Industrial Development Authority, Scott County Extension</td>
</tr>
<tr>
<td>Chitwood</td>
<td>Susanne</td>
<td>Library Board, Park Board, Tourism Advisory Board</td>
</tr>
<tr>
<td>Cohen</td>
<td>Paul</td>
<td>Park Board, Planning &amp; Zoning, Public Safety Advisory Board, Traffic Committee</td>
</tr>
<tr>
<td>Collins</td>
<td>Barbara</td>
<td>Planning &amp; Zoning, Tourism Advisory Board</td>
</tr>
<tr>
<td>Crow</td>
<td>Chad</td>
<td>Board of Municipal Utilities</td>
</tr>
<tr>
<td>Curtis</td>
<td>Austin</td>
<td>Board of Municipal Utilities, LCRA, Park Board, TIF</td>
</tr>
<tr>
<td>Daughtery</td>
<td>Kenya</td>
<td>Friends of the Animal Shelter, Tourism Advisory Board, (LCRA-not eligible, must be 5 year resident)</td>
</tr>
<tr>
<td>Driskill</td>
<td>Hailey</td>
<td>Friends of the Animal Shelter, Tourism Advisory Board</td>
</tr>
<tr>
<td>Dust</td>
<td>Ed</td>
<td>Housing Authority</td>
</tr>
<tr>
<td>Eifert</td>
<td>Ron</td>
<td>TIF</td>
</tr>
<tr>
<td>Gilbert</td>
<td>Joshua</td>
<td>Park Board, Public Safety Advisory Board, Board of Municipal Utilities</td>
</tr>
<tr>
<td>Gleason</td>
<td>Sam</td>
<td>Tourism Advisory Board, Housing Authority Board</td>
</tr>
<tr>
<td>Gledwell</td>
<td>Jodi</td>
<td>Public Safety Advisory Board, Industrial Development Authority, Library Board, Planning &amp; Zoning</td>
</tr>
<tr>
<td>Greene</td>
<td>Holly</td>
<td>Park Board, Tourism Advisory Board</td>
</tr>
<tr>
<td>Greenway</td>
<td>Timothy</td>
<td>Park Board</td>
</tr>
<tr>
<td>Hancock</td>
<td>Larry</td>
<td>Board of Appeals, BMU, EEZ, Public Safety Advisory Board</td>
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<tr>
<td>Harrington</td>
<td>Wanda</td>
<td>LCRA, SEMO U</td>
</tr>
<tr>
<td>Henry</td>
<td>Bobby</td>
<td>Park Board, Housing Authority Board, SEMO U</td>
</tr>
<tr>
<td>Howard</td>
<td>Shantone</td>
<td>Park Board, Public Safety Advisory Board, Tourism Advisory Board</td>
</tr>
<tr>
<td>Leible</td>
<td>Mandy</td>
<td>PAWS Advisory Board, Park Board</td>
</tr>
<tr>
<td>Littleton</td>
<td>Elizabeth</td>
<td>PAWS Advisory Board, Library Board, Tourism Advisory Board</td>
</tr>
<tr>
<td>McConnell</td>
<td>Betsy</td>
<td>Park Board</td>
</tr>
<tr>
<td>McCord</td>
<td>Ginger</td>
<td>Public Safety Advisory Board</td>
</tr>
<tr>
<td>Merideth</td>
<td>Jessica</td>
<td>LCRA Commission, Tourism Advisory Board</td>
</tr>
<tr>
<td>Pullen</td>
<td>Derrick</td>
<td>Park Board, PAWS Advisory Board</td>
</tr>
<tr>
<td>Redd</td>
<td>Yolanda</td>
<td>BMU, Housing Authority, LCRA</td>
</tr>
<tr>
<td>Riggs-Butler</td>
<td>Tiara</td>
<td>PAWS, Park Board, SEMO U</td>
</tr>
<tr>
<td>Ross</td>
<td>Ben</td>
<td>Housing Authority Board, Park, P&amp;Z, Public Safety Advisory Board, Traffic</td>
</tr>
<tr>
<td>Name</td>
<td>Last Name</td>
<td>Memberships</td>
</tr>
<tr>
<td>------------</td>
<td>------------</td>
<td>-----------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Russell</td>
<td>Lisa</td>
<td>Industrial Development Authority, LCRA Commission, Tourism Advisory Board</td>
</tr>
<tr>
<td>Ryan</td>
<td>Will</td>
<td>Industrial Development Authority, Park Board, Public Safety Advisory Board</td>
</tr>
<tr>
<td>Sadler</td>
<td>Michael</td>
<td>Housing Authority Board, LCRA Commission, Tourism Advisory Board</td>
</tr>
<tr>
<td>Teague</td>
<td>Jay</td>
<td>Planning &amp; Zoning, Tourism Advisory Board, Traffic Committee</td>
</tr>
<tr>
<td>Watson II</td>
<td>William</td>
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Date of Meeting: 22-09-26

Originating Department: General Government – Information Technology

To the Mayor and City Council:

Subject: RFP #23-12, Aruba WI-FI Access Points

Attachments:
   Thin Blue Technologies Confirmation

Action Options:
   1. Approve Purchase of Aruba Access Points
   2. Other actions Council may deem appropriate

Background:

The City of Sikeston has received a quote from Thin Blue Technologies for Solicited WI-FI access points as the only vendor to submit an RFP. This project will replace all Access points throughout all city buildings (DPS, All Fire Stations, the Court House, City Hall, Animal Shelter, and All Public Works buildings, including the Airport and the Sports Complex). This upgraded technology will replace our current Cisco WI-FI access points, with many of those access points being over 12 years old, which are end-of-life and support.

The FY23 Budget contained $40,000 for this purchase. The price for 33 access points, hardware, and a 3-year license subscription is $22,221.93. Staff requests authorization to proceed with the purchase.
# BIDDER RETURN SHEET

**RFP #23-12**  
Aruba Access Points

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<tr>
<th>QUANTITY</th>
<th>ITEM</th>
<th>TOTAL PRICE</th>
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| 30       | Aruba AP-635 WIFI Access points  
*Equal to or better than Aruba AP-635* | $15,996.60   |
| 3        | Aruba AP-535 WIFI Access points  
*Equal to or better than Aruba AP-535* | $1,650.00    |
| 30       | WIFI Access Mounting Brackets for AP-635  
*Equal to or better than Aruba AP-635 Mounting Brackets* | $192.03      |
| 1        | Aruba Central Foundation 3-year license | $4,383.30    |

*Written exceptions to these bid specifications must be attached to this bid return sheet.*

Bid submitted by:

Company Name: Thin Blue Technologies, LLC

Address: 25 E. Stoddard, Dexter, MO 63841

Phone Number: 573-891-1926  
Email Address: brad@thinbluetech.com

Company Representative: Brad Floyd, President/CEO

Signature:  
Date: 8/29/2022

Printed Name: Brad Floyd
To the Mayor and City Council:

Subject: Approve Amended Air Rights Easement Agreement

Attachments:
1. Stallcup Drawings
2. First Amended Agreement-highlighted
3. Easement Agreement

Action Options:
1. Approve Amended Air Rights Easement Agreement
2. Other action as may be deemed appropriate

Background:
Community Development Department has been approached by the Contractor, Boulder Construction L.L.C., on behalf of Center Street Properties L.L.C., the owner of the building at the corner of Front Street and New Madrid Street. Boulder Construction has been undergoing a major rehabilitation of this building, with a focus on the upstairs living space. Boulder Construction would like to improve the living space on the second floor and street frontage of the building.

Boulder Construction has brought forth a set of plans to construct a balcony along the Front Street public right-of-way with an additional two (2) balconies along New Madrid Street public right-of-way. The Front Street balcony will have scaled Architectural Documents that show support posts anchored into sidewalk with proper footing supports for individual posts. The West side balconies are to be cantilevered back into the building structure as to not use any posts for support. The balconies should not use any pedestrian right-of-way along the New Madrid Street.

We have asked the Historic Downtown Sikeston Director to review the diagrams proposed and to give his input. The question now is whether the City will allow the balconies to be built in the public airspace.

Boulder Construction L.L.C. has submitted a set of engineered drawings ensuring that the balconies can withstand proper loading and determine the proper reinforcement without use of post support. We also have a written agreement that needs signatures by the City Manager,
Johnathan Douglass, and Center Street Properties L.L.C. owner, Alan Keenan, to determine the roles and responsibilities associated with the public right-of-way airspace lease.

We are asking Council to give us direction as to whether to approve this request. If approved, we ask the Council to give us authorization to sign the lease agreement of right-of-way airspace between the City and Center Street Properties L.L.C.
FIRST AMENDED - AIR RIGHTS EASEMENT AGREEMENT

THIS EASEMENT FOR AIR RIGHTS is made as of this ____ day of _________________, 2022 by and between
the CITY OF SIKESTON, a Missouri Municipal Corporation, with its principal offices located at 105 East Center,
Sikeston, Missouri, 63801, in its capacity as grantor for the air rights easement (the “CITY”) and CENTER STREET
PROPERTIES L.L.C. a Missouri limited liability company, with its principal offices located at 1500 West Malone
Avenue, Sikeston, Missouri, 63801, in its capacity as grantee of the air rights easement and any successors.

WHEREAS Center Street Properties L.L.C. is the owner of certain property situated at 104 East Front Street,
Sikeston, Missouri, 63801, as legally described on Exhibit A attached hereto (the “PREMISES”). As set forth
below, CITY and Center Street Properties L.L.C. agree as follows:

A. AIR RIGHTS EASEMENT:

1. The only permitted use of the Air-Space Easement Area is for the construction maintenance and use of the
improvements installed within the Air-Space Easement Area for those purposes of balconies, with the South balcony
having support posts anchored to the sidewalk with proper footing support for weight of South balcony along with
scaled Architectural Documents sealed by a professional for installation and the West balconies shall be cantilevered
back into the supports of the structure without posts and permissible under this Agreement.

2. CITY, in consideration of the performance of the covenants by Center Street Properties L.L.C. set forth in
this Agreement and subject to the conditions set forth in this Agreement, grants to Center Street Properties L.L.C. an
exclusive easement for the use of all its air rights within that volume of space above that portion of sidewalk of real
property front facing South and side facing West legally described, with the South balcony having support posts
anchored to the sidewalk with proper footing support for weight of South balcony along with scaled Architectural
Documents sealed by a professional for installation and the West balconies shall be cantilevered back into the
supports of the structure without posts and attached hereto (the “AIR-SPACE EASEMENT AREA”).

Center Street Properties L.L.C.’s exclusive right to the use of the Air-Space Easement Area shall run with the
ownership of the PREMISES and shall inure to the benefit of Center Street Properties L.L.C., its successors and
assigns unless and until terminated pursuant to the provisions of this agreement.

CONSTRUCTION OF IMPROVEMENTS.

1. In connection with the use of the Air-Space Easement Area, Center Street Properties L.L.C. shall:

a) Obtain all permits which are required to be obtained before using any portion of the Air Space Easement Area; and

b) Center Street Properties L.L.C. and its successors, assigns, agents, and invitees shall not place any improvements
or fixtures or conduct any activity within the Air-Space Easement Area which will unreasonably interfere in any way
with the use or enjoyment of the public right-of-way by CITY, or the public within that area below the horizontal
bottom of the Air Space Easement Area.

c) Construct and maintain all improvements within Air-Space Easement Area in compliance with the provisions of all
applicable laws, ordinances and regulations of each governmental agency having jurisdiction over the construction
and use of any improvements to be made within the Air-Space Easement Area. Any improvements constructed
within the Air-Space Easement Area shall be maintained in good condition, both as to safety and appearance and
the maintenance of all such improvements shall be accomplished in a manner to not interfere with the use,
maintenance or operation of the SIDEWALK EASEMENT AREA or PUBLIC RIGHT-OF-WAY, with the South
balcony having support posts anchored to the sidewalk with proper footing support for weight of South balcony
along with scaled Architectural Documents sealed by a professional for installation and the West balconies shall be
cantilevered back into the supports of the structure without posts, located below the horizontal bottom of the Air-
Space Easement Area. If, in the reasonable judgment of CITY, the use or operation of the public right-of-way may
be interfered with or jeopardized because of the failure of Center Street Properties L.L.C. to discharge its
maintenance obligations, CITY may, but shall not be obligated to, enter onto the Air-Space Easement Area, and
perform such work as may be reasonably necessary to perform Center Street Properties L.L.C.’s duties and
obligations under this subparagraph. Center Street Properties L.L.C. shall, upon written request of CITY, promptly
reimburse CITY for all reasonable expenses CITY may incur in discharging any of Center Street Properties
L.L.C.’s duties and obligations under this subparagraph.
FIRST AMENDED - AIR RIGHTS EASEMENT AGREEMENT

THIS EASEMENT FOR AIR RIGHTS is made as of this _____ day of ________________________, 2022 by and between the CITY OF SIKESTON, a Missouri Municipal Corporation, with its principal offices located at 105 East Center, Sikeston, Missouri, 63801, in its capacity as grantor for the air rights easement (the “CITY”) and CENTER STREET PROPERTIES L.L.C., a Missouri limited liability company, with its principal offices located at 1500 West Malone Avenue, Sikeston, Missouri, 63801, in its capacity as grantee of the air rights easement and any successors.

WHEREAS Center Street Properties L.L.C. is the owner of certain property situated at 104 East Front Street, Sikeston, Missouri, 63801, as legally described on Exhibit A attached hereto (the “PREMISES”).

As set forth below, CITY and Center Street Properties L.L.C. agree as follows:

A. AIR RIGHTS EASEMENT:

1. The only permitted use of the Air-Space Easement Area is for the construction maintenance and use of the improvements installed within the Air-Space Easement Area for those purposes of balconies, with the South balcony having support posts anchored to the sidewalk with proper footing support for weight of South balcony along with scaled Architectural Documents sealed by a professional for installation and the West balconies shall be cantilevered back into the supports of the structure and permissible under this Agreement.

2. CITY, in consideration of the performance of the covenants by Center Street Properties L.L.C. set forth in this Agreement and subject to the conditions set forth in this Agreement, grants to Center Street Properties L.L.C. an exclusive easement for the use of all its air rights within that volume of space above that portion of sidewalk of real property front facing South and side facing West legally described, with the South balcony having support posts anchored to the sidewalk with proper footing support for weight of South balcony along with scaled Architectural Documents sealed by a professional for installation and the West balconies shall be cantilevered back into the supports of the structure and attached hereto (the “AIR-SPACE EASEMENT AREA”).
Center Street Properties L.L.C.'s exclusive right to the use of the Air-Space Easement Area shall run with the ownership of the PREMISES and shall inure to the benefit of Center Street Properties L.L.C., its successors and assigns unless and until terminated pursuant to the provisions of this agreement.

**CONSTRUCTION OF IMPROVEMENTS.**

1. In connection with the use of the Air-Space Easement Area, Center Street Properties L.L.C. shall:

   **a)** Obtain all permits which are required to be obtained before using any portion of the Air Space Easement Area; and

   **b)** Center Street Properties L.L.C. and its successors, assigns, agents, and invitees shall not place any improvements or fixtures or conduct any activity within the Air-Space Easement Area which will unreasonably interfere in any way with the use or enjoyment of the public right-of-way by CITY, or the public within that area below the horizontal bottom of the Air Space Easement Area.

   **c)** Construct and maintain all improvements within Air-Space Easement Area in compliance with the provisions of all applicable laws, ordinances and regulations of each governmental agency having jurisdiction over the construction and use of any improvements to be made within the Air-Space Easement Area. Any improvements constructed within the Air-Space Easement Area shall be maintained in good condition, both as to safety and appearance and the maintenance of all such improvements shall be accomplished in a manner to not interfere with the use, maintenance or operation of the SIDEWALK EASEMENT AREA or PUBLIC RIGHT-OF-WAY, with the South balcony having support posts anchored to the sidewalk with proper footing support for weight of South balcony along with scaled Architectural Documents sealed by a professional for installation and the West balconies shall be cantilevered back into the supports of the structure, located below the horizontal bottom of the Air-Space Easement Area. If, in the reasonable judgment of CITY, the use or operation of the public right-of-way may be interfered with or jeopardized because of the failure of Center Street Properties L.L.C. to discharge its maintenance obligations, CITY may, but shall not be obligated to, enter onto the Air-Space Easement Area, and perform such work as may be reasonably
necessary to perform Center Street Properties L.L.C.’s duties and obligations under this subparagraph. Center Street Properties L.L.C. shall, upon written request of CITY, promptly reimburse CITY for all reasonable expenses CITY may incur in discharging any of Center Street Properties L.L.C.’s duties and obligations under this subparagraph.

d) Center Street Properties L.L.C., its successors, assigns, agents, and invitees shall not store, allow the storage of, or discharge any flammable or other dangerous, hazardous materials or waste within the Air-Space Easement Area.

B. INDEMNIFICATION.

1. Center Street Properties L.L.C. shall defend, indemnify, and hold CITY and all its elected and appointed officers, agents, contractors, and employees harmless:

a) **From all claims** by persons, firms or other entities for labor, services, materials, or supplies provided in connection with the construction, installation and maintenance of any improvement made in the Air-Space Easement Area; and

b) **From all claims** for injuries to or death of all individuals, or for loss of or damage to property, or from any environmental damage, degradation, response and clean-up costs and all reasonable attorney fees and related costs which may be incurred by CITY arising out of or which may arise out of construction in, use of, or occupancy of the Air-Space Easement Area; and

c) Center Street Properties L.L.C. obligation to defend, indemnify, and hold CITY harmless as stated herein shall survive the expiration, nonrenewal, cancellation, or earlier termination of this Agreement for any reason.

d) Center Street Properties L.L.C. shall obtain and keep in full force and effect until the completion of all improvements, a single policy of builders' risk insurance, effective as of the date of commencement of construction, naming CITY as an additional named insured with policy limits of not less than the full replacement cost of all insurable components of all the
improvements to be installed by Center Street Properties L.L.C. on the Premises in the Air-Space Easement Area.

**MISCELLANEOUS.**

1. CITY and Center Street Properties L.L.C. each represent and warrant to the other that it has the authority to execute this Agreement.

2. This Agreement may only be amended by a written agreement executed by both parties.

3. The execution of this Agreement by CITY and Center Street Properties L.L.C. is not a warranty of its title. It is the sole and exclusive responsibility of the parties hereto to secure all necessary approvals and authorizations from all parties, public and private, to ensure that it has the exclusive right to use the Air-Space Easement Area as set forth in this Agreement.

4. The waiver of any breach of any provision of this Agreement by either CITY or Center Street Properties L.L.C. shall not operate as or be construed as a waiver by the other party of any subsequent breach. Each right, remedy and power granted to a party under this Agreement or allowed by law shall be cumulative and not exclusive of any other.

5. *This Agreement shall be binding upon the parties hereto and their successors and assigns.*

6. If any of the provisions of this Agreement or its application to any party under any circumstances is determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of this Agreement or its application.

7. This Agreement constitutes the entire agreement between the parties with respect to the matters set forth in this Agreement. This Agreement supersedes and terminates all other previous or contemporaneous communications, representations, understandings, agreements, negotiations, and discussions, whether oral or written, between the parties with respect to the Air-Space Easement Area. There are no other written or oral agreements, understandings or representations directly or indirectly related to the Air Space Easement Area that are not expressly set forth in this Agreement.
8. This Agreement shall be governed by the laws of the State of Missouri.

9. This Agreement may be executed in duplicate original counterparts and all copies of this Agreement so executed shall be deemed to be one agreement

10. All notices which may be sent under this Agreement shall be in writing and mailed by certified or registered mail, or hand-delivered, to the address of the party set forth in the preamble of this Agreement. Either party may change its address by providing notice to the other party as set forth in this paragraph.

11. Center Street Properties L.L.C. shall, at its expense, record this Agreement with the Ingham County Register of Deeds. After this Agreement is recorded, Center Street Properties L.L.C. shall provide CITY with a copy of the recorded Agreement.

**TERM OF EASEMENT.**

In the event Center Street Properties L.L.C. breaches any of the provisions of this agreement, the City shall have the right to seek and obtain any necessary relief or remedy including, but not limited to, a judgment for money damage. However, CITY shall have the right, under any circumstances, to file a claim requesting the termination or rescission of this Agreement. This easement shall terminate if the building is demolished, or the configuration of the building is changed to no longer occupy the Air-Space Easement Area

[signatures appear on next page]
This Agreement is executed and shall be effective as of the date first set forth above.

CITY OF SIKESTON
A Missouri municipal corporation
By: ___________________________________
Jonathan M. Douglass, City Manager

CENTER STREET PROPERTIES L.L.C.
A Missouri limited liability company
By: ___________________________________
Alan D. Keenan

EXHIBIT A
Lot 11 of Block 16 of the Original Sikeston Subdivision Plat
9/19/22

Sikeston City Council
105 E Center
Sikeston, Mo 63801

RE: Fiber Easement

Dear Council Members,

GoSEMO is currently working on a broadband services project in the Sikeston area. As part of that project, they need to place some fiber equipment on the western portion of the power plant property near Highway BB. They have requested an easement from the BMU for this equipment. BMU has reviewed the request and determined that the proposed fiber equipment does not impact any present or future BMU use of the land. On 9/13/22, the BMU Board approved forwarding this request to the City Council for their approval. I’ve attached the legal description of the easement area and a draft easement agreement.

On behalf of the BMU Board, I hereby request the Council’s consideration and approval of this fiber easement.

Thank you for your consideration.

Sincerely,

[Signature]

Rick Landers
BMU General Manager
DESCRIPTION:
A 20 foot wide fiber optic easement being a part of the Southwest Quarter of Section 23, Township 26 North, Range 13 East, Scott County, Missouri and being further described by metes and bounds as follows:
Commencing at the Southwest corner of the Southwest Quarter of Section 23, being the center of MO State Rte. "BB"; thence N 1°48'58" W along the West line thereof and Highway "BB" a distance of 2,489.55 feet; thence N 88°11'02" E a distance of 35.00 feet to the East right-of-way line of said highway for the point of beginning; thence N 1°48'58" W along said right-of-way line a distance of 48.00 feet; thence N 88°11'02" E a distance of 20.00 feet; thence S 1°48'58" E parallel with said right-of-way line a distance of 48.00 feet; thence S 88°11'02" W a distance of 20.00 feet to the point of beginning and containing 0.022 acres, more or less.
Subject to any and all easements, if any, affecting the same.

CERTIFICATION:
This survey and plat were executed in accordance with the requirements of the Standards for Property Boundary Surveys adopted by the Missouri Board for Architects, Professional Engineers and Land Surveyors, and the Missouri Department of Agriculture.

Darrall H. Hirtz, PLS 2140
Waters Engineering, Inc.

BMU GoSEMO Fiber Vault.dwg

June 11, 2022
FIBER OPTIC UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar ($1.00) and other good and valuable consideration paid to the City of Sikeston, Mo., hereinafter referred to as GRANTOR, by the GOSEMO, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successors and assigns, a perpetual easement with the right to erect, construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove an fiber optic vault, lines and appurtenances over, across and through the land of the GRANTOR situate in Scott, County, State of Missouri, with said easement being described as follows:

A 20 foot wide fiber optic easement being a part of the Southwest Quarter of Section 23, Township 26 North, Range 13 East, Scott County, Missouri and being further described by metes and bounds as follows:

Commencing at the Southwest corner of the Southwest Quarter of Section 23, being the center of MO State Rte. "BB"; thence N 1°48'58" W along the West line thereof and Highway "BB" a distance of 2,489.55 feet; thence N 88°11'02" E a distance of 35.00 feet to the East right-of-way line of said highway for the point of beginning; thence N 1°48'58" W along said right-of-way line a distance of 48.00 feet; thence N 88°11'02" E a distance of 20.00 feet; thence S 1°48'58" E parallel with said right-of-way line a distance of 48.00 feet; thence S 88°11'02" W a distance of 20.00 feet to the point of beginning and containing 0.022 acres, more or less.

Subject to any and all easements, if any, affecting the same.

The right to ingress and egress over the adjacent lands of the GRANTOR, his successors and assigns, is also granted for the purpose of this easement.

The consideration herein above shall constitute payment in full for any damages to the land of the GRANTOR, his successors and assigns, by reason of the installation, operation and maintenance of the structures or improvements referred to herein. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, his successors and assigns.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns. This easement will be terminated by default, for non-use by the GRANTEE, its successors and assigns, for a period of 2 consecutive years, or if the easement is abandoned by the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, THE GRANTORS HAVE executed this instrument this ______________ day of __________________, 2022.

City of Sikeston, Mo.

By: ___________________________  ___________________________
   City Manager  Mayor

ATTEST:

______________________________
City Manager
STATE OF MISSOURI  
)  
)  SS
COUNTY OF SCOTT  
)

On this ____ day of September, 2022, before me appeared Greg Turnbow to me personally known, who, being by me duly sworn, stated that he is the Mayor of the City of Sikeston, Mo. that the seal affixed to the foregoing instrument is the corporate seal of the City and that the instrument was signed and sealed in behalf of said City and the said Greg Turnbow acknowledged the instrument to be the free act and deed of the corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Sikeston, MO the day and year first above written.

__________________________________________
Notary Public

My Commission Expires:____________________

Commissioned in ____________ County, MO
To the Mayor and City Council:

Subject: Approve purchase of Compact Excavator for the Street Department

Attachments:
1. Quotation Sourcewell

Action Options:
1. Approve Purchase
2. Other Action Council May Deem Necessary

Background:

The Street Division would like to purchase a Kubota U35-4R3 compact excavator. The price for the excavator is $51,819.18 and is included in the approved budget using Capital Improvement funding.

This is being sought from Sourcewell which is a bidding company for government agencies, which we have a membership to.

Staff requests Council approval of the purchase of this equipment.
**Standard Features**

**Kubota**

**U Series**

**U35-4R3**

--- EQUIPMENT IN STANDARD MACHINE ---

**FEATURES**

- Tight Tail Swing
- Auto Idler
- Rubber Track Model
- ROPS/Cab (Top Guard, Level I)
- Air Conditioned Cab
- Suspension Seat
- Kubota 3 Hydraulic Pump
- Design
  - 1 Gear, 2 Variable Displacement Pumps
  - All Controls Hydraulic Pilot
  - Controls
  - Accumulator
- Two Operating Pattern Selection System
- Digital Control Panel
- Attachment Flow Presets,
  - Service Alerts
- Standard Front Dozer Blade
  - with Rost
  - 360 Degree Full Rotation
  - 71 Degree Left, 45 Degree Right
- Boom Swing
  - 16.8 gpm Adjustable Auxiliary
- Hydraulics Port
- Auxiliary Hydraulics Diverting Valve
- Thumb Bracket & Relief Valves
- Five Second Quick Preheat System
- Key Switch Stop System
- Half Pitch Rubber Tracks
- Self Bleed Fuel System
- Auto-Downshift Two Speed
- Travel System
- Travel Neutral Brake
- Travel Negative Brake

**ENGINE**

- D1703-M Kubota E-IVCS Tier 4
- Diesel Engine
- 3 Cylinder, 4 Cycle
- 23.6 Net HP @ 2200 rpm

**OPERATIONAL DIMENSIONS**

- Max Digging Depth 9' 9.25"
- Max. Digging Radius @ Ground Level 16' 11.3"".
- Max. Vertical Digging Depth 3' 7.3".
- Max. Dumping Height 11' 0.7".

**DOZER BLADE DIMENSIONS**

- Width 67"
- Height 13.6"
- Lift Above Ground 14.65"
- Drop Below Ground 14.59"

**PERFORMANCE**

- Digging Force @ Buckel (K7875)
- 7924 lbs.
- Digging Force @ Disper Arm 4451 lbs.
- Travel Speed (Low) 1.9 mph
- Travel Speed (High) 2.9 mph
- Climbing Ability 58° / 30°
- Lift Capacity 3,230 lbs.
- Over Front Blade Grounded
- 2.0 Ft. Load Point Height
- 8.0 Ft. Load Radius

**DIMENSIONS AND OPERATING WEIGHT**

- U35-4R3 Rubber Tracks
- Air Conditioned ROPS/Cab
- Dozer Blade
- Overall Length: 10' 7"
- Overall Width: 9' 7"
- Overall Height: 8' 1.2"
- Operating Weight: 8451 lbs.*
- Ground Clearance: 11.34"
- *Includes operator's weight, 175 lbs.

--- Custom Options ---

**U35-4R3 Base Price:** $57,656.00

(1) 124" QA TRENCHING BUCKET
K7910A-QA TRENCHING BUCKET $1,843.00

(1) HYDRAULIC THUMB KIT
K7910A-HYDRAULIC THUMB KIT $3,772.00

(1) MECHANICAL QUICK COUPLER
K7910A-MECHANICAL QUICK COUPLER $1,333.00

(1) 36" QA GRADING BLADE
K7910A-36" QA GRADING BLADE $1,964.00

**Configured Price:** $68,568.00

**Sourcewell Discount:** ($15,976.32)

**SUBTOTAL:** $50,591.68

**Dealer Assembly:** $127.50

**Freight Cost:** $850.00

**PDI:** $250.00

**Total Unit Price:** $51,819.18

**Quantity Ordered:** 1

**Final Sales Price:** $51,819.18

---

To order, place your Purchase Order directly with the quoting dealer.

---

*Some prices of products are exclusive for 2023. All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.
To the Mayor and City Council:

Subject: Purchase of John Deere 1600 Turbo Wide Area Mower

Action Options:
1. Authorize the purchase of a new John Deere 1600 Turbo Wide Area Mower
2. Other action the City Council deems appropriate.

Background:

The Parks and Recreation Department budgeted $55,000.00 for the purchase of an 11-foot-wide area mower in the Capital Improvement Fund. Greenway Equipment from Sikeston, MO submitted a bid using their government discount through the State of Missouri’s cooperative purchasing program for $65,500.00. Purchasing from Greenway Equipment through the State of Missouri’s cooperative purchasing program meets state bidding requirements.

The $65,500 is over what we had budgeted for the purchase of a new mower; however, the budget included the trade in value of our current Jacobsen wide area mower which we estimated at $10,000. We sold our Jacobsen mower to Turfwerks for $14,000 which will be applied to the purchase of a new mower and brings us under budget for this purchase.

Staff recommends awarding the contract to Greenway Equipment for $65,500.00 for a new John Deere wide area mower.
Quote Id: 25142033

Prepared For:
Dustin Care
CITY OF SIKESTON, INC

Prepared By: Michael Mitchell
Greenway Equipment, Inc.
801 Woods Lane
Sikeston, MO 63801
Tel: 573-471-3170
Fax: 573-471-9600
Email: mmitchell@gogreenway.com
## Quote Summary

### Equipment Summary

<table>
<thead>
<tr>
<th>Equipment Description</th>
<th>Selling Price</th>
<th>Qty</th>
<th>Extended</th>
</tr>
</thead>
<tbody>
<tr>
<td>JOHN DEERE 1600 Turbo TerrainCut Commercial Wide-Area Mower with 4-Post ROPS Canopy</td>
<td>$65,500.00</td>
<td>1</td>
<td>$65,500.00</td>
</tr>
<tr>
<td>JOHN DEERE 1600 Turbo TerrainCut Commercial Wide-Area Mower with 2-Post Folding ROPS</td>
<td>$64,000.00</td>
<td>1</td>
<td>$64,000.00</td>
</tr>
</tbody>
</table>

### Equipment Total

| Total                                                                 | $129,500.00 |

### Quote Summary

- **Equipment Total**: $129,500.00
- **SubTotal**: $129,500.00
- **Est. Service Agreement Tax**: $0.00
- **Total**: $129,500.00
- **Down Payment**: (0.00)
- **Rental Applied**: (0.00)
- **Balance Due**: $129,500.00

---

**Prepared For:**
Dustin Care  
CITY OF SIKESTON, INC
Dustin Care  
105 E CENTER ST  
SIKESTON, MO 63801

**Prepared By:**
Michael Mitchell  
Greenway Equipment, Inc.  
801 Woods Lane  
Sikeston, MO 63801  
Phone: 573-471-3170  
mitchell@gogreenway.com

**Quote Id:** 25142033  
**Created On:** 27 August 2021  
**Last Modified On:** 22 August 2022  
**Expiration Date:** 29 December 2023

---

**Confidential**
## JOHN DEERE 1600 Turbo TerrainCut Commercial Wide-Area Mower with 4-Post ROPS Canopy

**Hours:**  
**Stock Number:**

<table>
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<tr>
<th>Code</th>
<th>Description</th>
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<tr>
<td>0734TC</td>
<td>1600 Turbo TerrainCut Commercial Wide-Area Mower with 4-Post ROPS Canopy</td>
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**Standard Options - Per Unit**

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<tr>
<th>Code</th>
<th>Description</th>
<th>Qty</th>
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<tbody>
<tr>
<td>001A</td>
<td>United States and Canada</td>
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<tr>
<td>0443</td>
<td>US English w/ Spanish (Bi-Lingual)</td>
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**Other Charges**

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<td>MISC</td>
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## JOHN DEERE 1600 Turbo TerrainCut Commercial Wide-Area Mower with 2-Post Folding ROPS

**Hours:**  
**Stock Number:**

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<th>Description</th>
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**Standard Options - Per Unit**

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<td></td>
<td>1</td>
</tr>
<tr>
<td>MISC</td>
<td></td>
<td>1</td>
</tr>
</tbody>
</table>
To the Mayor and City Council:

Subject: Purchase 125 tons of DuraEdge Professional Infield Material for Infield Renovations

Action Options:
1. Approve the purchase of 125 tons of DuraEdge Professional Infield Material
2. Other action the City Council deems appropriate.

Background:

The Parks and Recreation Department is seeking approval to purchase 125 tons of DuraEdge Professional Infield Material to be installed on the Field #8 (JBR Baseball) infield and Field #1 (National League) infield for $20,125.00. This price includes material and freight costs.

The Parks and Recreation Department is buying the infield material directly from DuraEdge Products, Inc. We have used this type of infield material in the past on all the infields at the Recreation Complex. The Parks and Recreation Department budgeted $40,000 this budget year for the purchase of infield materials.

Staff recommends purchasing 125 tons of DuraEdge Professional Infield Material from DuraEdge Products, Inc. at the total price of $20,125.00 for installation on the Field #8 and Field #1 infields.
QUOTATION AND ACCEPTANCE ORDER

DuraEdge Products DBA Homefield
149 South Broad Street, Grove City, PA 16127
Phone: (866) 867-0052 Fax: (724) 264-4174

1 of 2

Customer Acct No / Name | Date | Quote
---|---|---
4095 Sikeston, City of (MO) | 9/12/2022 | QUO5148

Project | Attention | Customer PO
Sikeston Rec Complex | Dusty Care

I am pleased to quote you the following price(s):

<table>
<thead>
<tr>
<th>Products/Services</th>
<th>Quantity</th>
<th>Unit</th>
<th>FOB</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Delivered Price Delivered DuraEdge Pro Infield Mix - Bulk Tons</td>
<td>125</td>
<td>Tons</td>
<td>40-IL-GC</td>
<td>$161.00</td>
<td>$20,125.00</td>
</tr>
</tbody>
</table>

Subtotal $20,125.00
Est. Tax Total $0.00
Grand Total $20,125.00

Delivery quoted using National Average Diesel Fuel (NADF) Rate of $5.12 per gallon.

TERMS AND CONDITIONS OF SALE:

The sale of products and services by DuraEdge Products, Inc., Natural Sand Company, Inc., Homefield, and its divisions, subsidiaries, and affiliates ("DuraEdge") are subject to these terms and conditions ("Agreement") regardless of other additional terms or conditions that conflict with or contradict this Agreement in any purchase order, document, or other communication. Preprinted terms and conditions on any document of customer ("Customer") (for example: Orders or confirmations) and/or DuraEdge's failure to object to conflicting or additional terms will not change or add to the terms of this Agreement. All orders subject to acceptance by DuraEdge.

PRICES AND TAXES:

- Quantity of product quoted provided by the Customer.
- Prices quoted for materials and/or services are subject to change if signed quote is not returned within 30 days.
- Prices quoted for delivered bulk materials are based on usual and customary full-truckload quantities in the Project area, and upon safe and easy access for delivery; additional charges may apply for lesser quantities.
- Prices quoted are subject to change based on any unforeseen costs in transportation, strikes, transportation facilities or other causes of delay beyond our control.
- Prices quoted exclude applicable sales/use taxes, bond fees, or any other related taxes and fees unless otherwise indicated above.
QUOTATION AND ACCEPTANCE ORDER

DELIVERY, TITLE, AND RISK OF LOSS:

- Freight Cost Surcharges may apply and noted above. Delivery estimates above are based on the current National Average Diesel Fuel (NADF) rate at the time of quoting at $5.12 per gallon. Any surcharge is calculated on the difference between the National rate at the time of quoting and the National rate at the time of delivery.
- DuraEdge shall be entitled to charge waiting time where the appointed delivery vehicle has been held on the Project site or from being unable to enter the Project Site for longer than one (1) hour when delivering Products to Customer under this Agreement.
- All orders are F.O.B. Freight Prepaid and Add, per the indicated location(s) above, unless otherwise noted (ex. Pickup for product(s) specifically indicated as picked up locally by the Customer, delivery services listed separately, etc.)

PAYMENT:

- Payment terms are Payment With Order (PWO) and 100% down, or Net 30 with a Purchase Order and approved credit. For orders over $25,000, additional payment terms are minimum 30% down payment and remaining balance due Net 30 days. Applicable Tax Exempt and Credit Application forms must be provided for invoicing.
- We accept Visa, MasterCard, Discover, and American Express; an additional fee of 3.0% applies.
- Beware phishing schemes; we will never initiate requests for ACH or Wire Transfers nor demand payment via this method. We will only provide our info upon Customer request if that is the preferred payment method.

ADDITIONAL TERMS:

- Customer agrees not to modify, reverse engineer, or perform any similar operation on Products acquired under this Agreement.
- This quote is governed by the law of the State of Pennsylvania, USA, including its provisions of the Uniform Commercial Code.
- This Agreement shall be binding upon and inure to the benefit of the parties hereto; customer shall not transfer, assign or subcontract its right and obligations under this Agreement.

I AGREE TO THE PRICING, FEES AND TERMS OF THIS QUOTE:

4095 Sikeston, City of (MO):

By: ____________________________
Title: ____________________________
Authorized Signor: ____________________________

DuraEdge Products, Inc.:

James E Beever, Account Manager
Email: jbeever@duraedge.com
Phone: (724) 870-4574
Date of Meeting: 22-09-26

Originating Department:
To the Mayor and City Council: Community Development Department

Subject: Authorize equipment rental for LCRA and City Nuisance lot cleanup

Attachment(s):
1. Quote from Big Truck Rental
2. Quote from United Rental
3. Quote from Fabick / Cat Rentals
4. Quote from Mike Rentals

Action Options:
1. Approve request to rent equipment for lot clean up
2. Other action Council may deem appropriate

Background:

The Community Development Department is requesting permission to rent the necessary equipment to clear brush and overgrowth from LCRA lots and City Nuisance lots.

The LCRA has approved the funds required for renting equipment and the Community Development Department will be performing the work.
BTR SUPPLEMENTAL AGREEMENT

Company Address 5001 W. Lemon St.  
    Tampa, FL 33609  
Prepared By Mark Rentschlar  
Phone 8135708685  
Created Date 8/25/2022  
Email mark@bigtruckrental.com  
Quote Number 00028517

CUSTOMER INFORMATION

Billing Customer City of Sikeston, Missouri  
Billing Contact Barry Blevins  
Billing Address 105 East Center Street  
    Sikeston MO 63801  
Billing Phone +1 573-471-2512  
Billing Mobile bblevins@sikeston.org  
Rental Customer City of Sikeston, Missouri  
Shipping Contact Barry Blevins  
Shipping Address 105 East Center Street  
    Sikeston MO 63801  
Shipping Phone +1 573-471-2512  
Shipping Mobile bblevins@sikeston.org

Product Details

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<thead>
<tr>
<th>Asset Number</th>
<th>Year</th>
<th>Chassis Make</th>
<th>Chassis Model</th>
<th>Chassis VIN</th>
<th>Product Family</th>
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<td>2022</td>
<td>Freightliner</td>
<td>M2 106</td>
<td>3ALACXFC7NDM2552</td>
<td>GRAPPLE TRUCK</td>
<td>ME67DR</td>
<td>8,596</td>
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Pricing Details

<table>
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<tr>
<th>Line Item Description</th>
<th>Quantity</th>
<th>Sales Price</th>
<th>Total Product Price</th>
<th>Transportation Cost</th>
<th>Security Deposit</th>
<th>Rental Start Date</th>
<th>Rental End Date</th>
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<tbody>
<tr>
<td>8021001</td>
<td>4.00</td>
<td>$1,975.00</td>
<td>$7,900.00</td>
<td>$1,853.00</td>
<td>$1,500.00</td>
<td>9/1/2022</td>
<td>9/28/2022</td>
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</table>

RENTAL CONTRACT PRICING SUMMARY

Order Subtotal $7,900.00  
Total Security Deposit $1,500.00  
Total Transportation Cost $1,853.00  
Total Amount Due $11,253.00

NOTES/EXPLANATION OF ADDITIONAL COSTS:

Special Terms Transport is one way. Customer will return truck to Arnold, MO

RENTAL REMINDERS

MASTER RENTAL AGREEMENT: This document supplements the Master Rental Agreement, which the Customer signed and is subject to all provisions therein.

INSURANCE: This Supplemental Rental Agreement utilizes the insurance information provided in the Master Rental Agreement. Customer is required to provide continued proof of insurance at the inception of this Supplemental Rental Agreement and through the duration of the same.

RENTAL RATE: Customer is to use the Vehicle for a maximum of one-shift, which is defined as not more than 50 hours per week. If Customer uses the Vehicle beyond one-shift, Customer agrees that it will pay an additional charge for such use. The additional charge shall be calculated in the following manner: (a) If the Customer uses the Vehicle more than 50 hours per week but less than 80 hours per week, then Customer shall pay an additional charge equal to one-half (½) times the Rental Rate; (b) If the Customer uses the Vehicle 80 or more hours per week, then Customer shall pay an additional charge equal to one (1) times the Rental Rate.

MAINTENANCE: Customer is responsible for all routine maintenance of the truck and body while it is in the care and control of the Customer. Refer to Section 6 of the Master Agreement for detailed responsibility.
### RENTAL QUOTE

**# 209637599**

<table>
<thead>
<tr>
<th>Description</th>
<th>Minimum</th>
<th>Day</th>
<th>Week</th>
<th>4 Week</th>
<th>Estimated Amt.</th>
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</thead>
<tbody>
<tr>
<td>MINI EXCAVATOR 14800-19999#</td>
<td>467.10</td>
<td>1,348.09</td>
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<td>MINI EXCAVATOR BUCKET 24&quot;</td>
<td>8.51</td>
<td>15.96</td>
<td>26.60</td>
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<tr>
<td>DELIVERY CHARGE</td>
<td>263.400</td>
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<tr>
<td>PICKUP CHARGE</td>
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<td></td>
<td>263.40</td>
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<tr>
<td><strong>Sales/Misc Subtotal:</strong></td>
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<td></td>
<td></td>
<td><strong>526.80</strong></td>
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<td><strong>236.46</strong></td>
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<td><strong>Estimated Total:</strong></td>
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<td></td>
<td></td>
<td><strong>3,926.53</strong></td>
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**SALES/MISCELLANEOUS ITEMS:**

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<tr>
<th>Qty</th>
<th>Item</th>
<th>Price</th>
<th>Unit of Measure</th>
<th>Extended Amt.</th>
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<tr>
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<td>DELIVERY CHARGE</td>
<td>263.400</td>
<td>EACH</td>
<td>263.40</td>
</tr>
<tr>
<td>1</td>
<td>PICKUP CHARGE</td>
<td>263.400</td>
<td>EACH</td>
<td>263.40</td>
</tr>
</tbody>
</table>

**CONTACT:** BARRY BLEVINS

**TO SCHEDULE EQUIPMENT FOR PICKUP, CALL 800-UR-RENTS (800-877-3687)
WE ARE AVAILABLE 24/7 TO SUPPLY YOU WITH A CONFIRMATION #
IN ORDER TO CLOSE THIS CONTRACT**

---

**NOTICE:** This is not a rental agreement. The rental of equipment and any items listed above is subject to availability and subject to the terms and conditions of the Rental and Service Agreement, which are available at https://www.unitedrentals.com/legal/rental-service-terms-US and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.
Rental Quote
Quote Q44625

Date Out: 08/19/2022 Fri 08:48 AM
Est. Date In: 08/19/2022 Fri 08:48 AM
Delivery Date: 08/19/2022 Fri 07:00 AM

Jobsite: SIKESTON MO
Contact: BARRY BLEVINS
Phone: 573-475-3744
SIKESTON
SIKESTON, MO
63801 M97US

Customer: 1244730 TC2
Written By: Larry Sadler
Signed By: BARRY BLEVINS
Sales Rep: LARRY SADLER
Order By: BARRY BLEVINS

<table>
<thead>
<tr>
<th>QTY DESCRIPTION</th>
<th>DAY</th>
<th>WEEK</th>
<th>4WEEK</th>
</tr>
</thead>
</table>

### Rental Items

CUSTOMER MUST ACQUIRE CALL OFF CONFIRMATION NUMBER IN ORDER TO STOP BILLING. PLEASE CALL YOUR LOCAL COORDINATOR TO OBTAIN THE CONFIRMATION NUMBER

LOST KEY FEE IS $10.00

1. 16000-19999 LB MINI EXCAVATOR
   
   500-0225
   
   HRS ALLOWED: 8/40/160
   
   $0
   
   $0
   
   $0
   
   .00

   OUR EQUIPMENT IS SHIPPED FULL OF FUEL UNLESS OTHERWISE COMMUNICATED. FUEL USED AND NOT REPLACED WILL BE INVOICED AT $7.95/GALLON CLEANING FEE OF $110 PER HOUR ON UNITS RETURNED EXCESSIVELY DIRTY

### Miscellaneous Items

1. ENVIRONMENTAL FEE 6.50 each 6.50
2. DELIVERY CHARGES 250.00 each 250.00
3. PICKUP CHARGES 250.00 each 250.00

Total: 3,998.50

The undersigned warrants having the authority to sign for Lessee-Customer.

Customer agrees to all costs of hauling said equipment from Lessor's place of business and to return same to Lessor at end of agreed upon rental period. Customer agrees to have the rented equipment insured against any and all causes of physical damage and to provide public liability insurance while equipment is in its possession. Customer agrees to return equipment in same condition as received, including serviceable tires, less normal wear and tear. Customer is responsible for returning machine clean of all toxic or hazardous material. Customer is responsible for replacing missing or worn parts, if applicable, including but not limited to cutting edges and bits, bucket teeth, ripper teeth. Customer holds Lessor harmless from any and all responsibility for causes beyond its control, including but not limited to acts of GCO, fire, weather conditions, labor disputes, delays of suppliers and vandalism. In no event shall Lessor be responsible nor shall the Customer or others be entitled to damages for loss of use of equipment, productivity, or any other consequential damages. In the event Customer defaults in the terms and conditions of the agreement, the Lessor is entitled to 18% per annum interest, attorneys' fees and court costs. Maximum usage: A one day rental is based upon 8 hours maximum use within a 24 hour period. A one week rental is based upon 40 hours maximum use within a 7 day period, and a one month rental is based upon 160 hours maximum use in a 4 week period. Additional hours will be charged at overtime rates.

Insurance is the responsibility of the Customer and is required at the time of shipment.

**TERMS:** The supplying of the above described Equipment is subject to the terms and conditions set forth on the front and reverse sides hereof.

### Rental Equipment Protection Waiver

Accepted

Declined

(Customer Initials)

Printed on Friday, August 19, 2022 8:50:44 AM by LARRY SADLER

Q 44625 Page 1 of 3
# Quote

**Quote #:** q964  
**Quote To:** Fri 10/7/2022 9:00AM  
**Operator:** ANDREW MCDOWELL  
**Terms:** On Account  
**Status:** Quote  
**Due Date:** Fri 11/4/2022 9:00AM  
**Price:** $2,750.00  

**Quote valid for 30 days.**

<table>
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<tr>
<th>Qty</th>
<th>Key</th>
<th>Items</th>
<th>Status</th>
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<th>Price</th>
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<td>1240-0007</td>
<td>EXCAVATOR, MINI IHI 55V4</td>
<td>Rental</td>
<td>Fri 11/4/2022</td>
<td>$2,750.00</td>
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<tr>
<td></td>
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<td>4hrs $250.00 1 day $335.00 1 week $1,099.00 4weeks $2,750.00</td>
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<td>CLEAN</td>
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<td>Retail</td>
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</table>

**Rental:** $2,750.00  
**Subtotal:** $2,750.00  
**Total:** $2,750.00  
**Paid:** $0.00  
**Amount Due:** $2,750.00
To the Mayor and City Council:

Subject: 1st & 2nd Reading, Emergency Bill #6282, Authorization to Enter into Purchase Agreement with JNS Holdings, LLC

Attachments:
   1. Bill #6282
   2. Legal Description-“Exhibit A”

Action Options:
   A. Approve Bill #6282
   B. Other action as may be deemed appropriate

Background:

JNS Holdings, LLC seeks to enter into a purchase agreement with BMU (Board of Municipal Utilities) to purchase a strip of their property located adjacent to them. To finalize this transaction, an ordinance is needed from the City. Due to time restraints, this is being done as an emergency ordinance.
THIS BILL AS APPROVED SHALL BECOME EMERGENCY ORDINANCE NUMBER 6282, AUTHORIZING THE CITY OF SIKESTON AND THE BOARD OF MUNICIPAL UTILITIES TO ENTER INTO A PURCHASE AGREEMENT WITH JNS HOLDINGS, LLC.

THEREFORE, 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: Whereas, the City of Sikeston, Missouri, ("City"), and the Board of Municipal Utilities, ("BMU"), of the City of Sikeston, Missouri, does wish to enter into a Purchase Agreement with JNS Holdings, LLC; and subsequently execute a Warranty

SECTION III: Whereas, JNS Holdings, LLC wishes to purchase the property located at Compress NEN 26-26-13 in the City of Sikeston, Missouri and full legal description attached hereto as Exhibit A.

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, the remaining part or parts shall be severable and shall continue in full force and effect.

SECTION VI: Emergency Clause. In order to meet time restraints, this is being presented as an emergency ordinance.

SECTION VII: Record of Passage:

A. Bill Number 6282 was introduced to Council and read the first time this 26th day of September 2022.

B. Bill Number 6282 was read the second time this 26th day of September 2022 discussed and was voted as follows:

Self __________, Teachout __________, Williams __________,
Robison __________, Leible __________, Baker __________,
and Turnbow __________.

thereby being __________, becoming Ordinance 6282.

C. Upon passage by a majority of the Council, this Bill shall become Ordinance 6282 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
A tract of land being a part of the Northeast Quarter of the Northeast Quarter of Section 26, Township 26 North, Range 13 East, City of Sikeston, Scott County, Missouri and being further described by metes and bounds as follows:

Commencing at the Southeast Corner of the Northeast Quarter of the Northeast Quarter of said Section 26 for the point of beginning, monumented with an iron rod; thence N 1°21’12’’ W a distance of 50.00 feet, monumented with a #5 rebar with a cap stamped “Waters Engineering, Darrall R. Hirtz, PLS 2140”; thence S 87°56’32’’ W parallel with the South line of said Northeast Quarter of the Northeast Quarter a distance of 1332.49 feet to the West line of said Northeast Quarter of the Northeast Quarter, monumented the same; thence S 2°19’28’’ E along the West line thereof a distance of 50.00 feet to the Southwest corner of said Northeast Quarter of the Northeast Quarter, monumented with an iron rod; thence N 87°56’32’’ E along the South line thereof a distance of 1331.64 feet to the point of beginning and containing 1.53 acres, more or less. Subject to any and all easements if any, affecting the same. This tract of land shall be reserved for utilities purposes for the City of Sikeston.
Date of Meeting: August 29, 2022

Originating Department: Finance

To the Mayor and City Council:

Subject: 2nd Reading, Bill # 6278, Amendment of Sikeston Municipal Code 600. Alcoholic Beverages

Attachments:
1. Bill Number 6278

Action Options:
1. Second 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 available within city limits. You could not relocate a liquor license without council approval. Hours permitted for sale of liquor were not the same as the State’s and you could not purchase liquor on Sundays.

Through the years, there have been several changes in both State and City restrictions. 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.
BILL Number 6278

ORDINANCE Number 6278

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 in writing, 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 29th day of August 2022.
B. Bill Number 6278 was read the second time and discussed this 26th 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 26, 2022.

________________________________________________________________________

Greg Turnbow, Mayor

________________________________________________________________________

Approved as to form
Tabatha Thurman, City Counselor

Seal / Attest:

________________________________________________________________________

Rhonda Council, City Clerk
To the Mayor and City Council:

Subject: 2nd Reading, Bill # 6280, Purchasing Ordinance

Attachments:
1. Bill Number 6280

Action Options:
1. 2nd 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.

There are items for which the city accepts bids, that cannot be purchased in Sikeston. Examples are fire trucks, splash pads and street sweepers. It would be a better practice to evaluate who the bidders are and when they are not local, to forego advertising in the local paper.

The City will continue to advertise for public hearings, annexations, Board of Adjustments, Planning and Zoning, and when required by State or Federal Statute. The city will also advertise bids for services or supplies that can be purchased locally.
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 29th day of August 2022.

B. Bill Number 6280 was read the second time and discussed this 26th 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 26, 2022.

Greg Turnbow, Mayor

Approved as to form
Tabatha Thurman, City Counselor

Seal / Attest:

Rhonda Council, City Clerk
Date of Meeting: 22-09-26

Originating Department: Department of Public Safety

To the Mayor and City Council:

Subject: 2nd Reading & Consideration, Bill #6281, Amending Chapter 200, Article XII, Offenses Concerning Minors

Attachments:

1. Bill #6281

Action Options:

1. Approve Bill #6281
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.

Staff seeks Council’s approval of this bill.
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 (17th) to (but not including the day of) the next, such as the eighteenth (18th) 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 29th day of August 2022.

B. Bill Number 6281 was read the second time and discussed this 26th 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 26, 2022.

______________________________
Greg Turnbow, Mayor

Approved as to form
Tabatha Thurman, City Counselor

Seal / Attest:

______________________________
Rhonda Council, City Clerk
Council Letter

Date of Meeting: 22-09-26

Originating Department: General Government

To the Mayor and City Council:

Subject: Appoint Interview Committee for Finance Director

Attachments: None

Action Options:
1. Appoint Interview Committee
2. Other actions Council may deem appropriate

Background:

Staff requests Council discussion of interview and hiring process for Finance Director/Treasurer.