

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.

Council Letter

Date of Meeting: 22-09-26

Originating Department: City Manager

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

CITY OF SIKESTON
2022 BOARDS AND COMMISSIONS APPOINTMENT SUMMARY
APPOINTEES WITH TERMS EXPIRING IN 2022

Appointment Policy: With no board and commission term limits established in the Charter or City Code, Council policy has been to limit appointments to two full terms. This has been superseded, however, when qualified candidates are not available, or when the board or commission is undertaking a project where a change in membership could be detrimental to the project's outcome. In regard to the Library Board, State Statute establishes a limit of two consecutive terms commencing on July 1 of each year. Also the contract establishing the SEMO University - Sikeston Campus Advisory Council limits appointees to two consecutive terms commencing on January 1 of each year.

BOARD OF ADJUSTMENTS		APPOINTMENTS REQUESTED: 1
<u>Terms Expiring</u>	<u>Length of Service</u>	Seeks Reappointment
Jodi Glidwell	1 Full Term	Yes
<u>Remaining Board Members</u>		
Jessie Redd, Rob Murphy, William Nace, Ron Galemore; Alternate - James Miller, Jim Beaird, Inger Roberson		
<u>Term Length:</u> 5 Years		
<u>Applicants:</u>		
None		

BOARD OF APPEALS		APPOINTMENTS REQUESTED: 3
<u>Terms Expiring:</u>	<u>Length of Service</u>	<u>Seeks Reappointment</u>
Rob Murphy	1st Term	attendance
James Beaird	2nd Term	Yes
Tim Mitchell	1st Term	Yes
<u>Remaining Board Members:</u>		
Scott Ezell, Marty Presley, Michael Limbaugh, Reade Ferguson		
<u>Qualifications for Appointment:</u>		
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.		
<u>Term Length:</u> 3 Years		
<u>Applicants:</u>		
Larry Hancock, 305 N. Ranney		

BOARD OF MUNICIPAL UTILITIES		APPOINTMENTS REQUESTED: 1
<u>Term Expiring:</u>	<u>Length of Service</u>	<u>Seeks Reappointment</u>
Steve Burch (Independent)	Interim	Yes
<u>Remaining Commission Members:</u>		
Tim Merideth (Independent), Brian Menz (Independent), Jon Gilmore (Independent)		
<u>Qualifications for appointment:</u>		
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.		
<u>Length of Term:</u> 4-Years		
<u>Applicants:</u>		
Name	Address	Meets Residency Requirement
Joshua Gilbert	221 Bradley Drive	Yes
Chad Crow	611 Laurelwood Ave.	Yes
Franklin Adams	805 Cherokee	Yes
Austin Curtis	1134 Persimmon Place	Yes
Pershard Owens	233 Dockins Dr.	Yes
		Party
		Republican
		Republican
		Republican
		Republican
		Republican

HOUSING AUTHORITY BOARD OF COMMISSIONERS**APPOINTMENTS REQUESTED: 2**Terms Expiring:

Harry Howard
Tim Mitchell

Length of Service

1st Term
Partial Term

Seeks Reappointment

Yes
No

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-YearsApplicants:

Name	Address	Meets Residency Requirement
Flora Wiggins	316 Lee Avenue	Yes
Ed Dust	111 Summer Dr.	Yes
Franklin Adams	805 Cherokee St.	Yes
Sam Gleason	515 N. Kingshighway	Yes
Michael Sadler	511 Tanner St.	Yes
Inger Roberson	1302 W North St.	Yes
Ben Ross	907 Taylor St.	Yes
Bobby Henry	936 N. West St.	Yes
Yolanda Redd	102 Alabama	Yes

INDUSTRIAL DEVELOPMENT AUTHORITY**APPOINTMENTS REQUESTED: 2**Terms Expiring:

Anna Warf
Steve McPheeters

Length of Service

3rd Term
3rd Term

Eligible/Seeks ReappointmentRemaining 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-YearsApplicants:

Name	Address	Meets Residency Requirement
Lisa Russell	134 Terrace Dr.	Yes
Will Ryan	1016 Pine St.	Yes
Inger Roberson	1302 W. North St.	Yes
Jodi Glidewell	1718 Oklahoma	Yes

LCRA COMMISSION**APPOINTMENTS REQUESTED: 1**Term Expiring:

Clayton Driskill

Length of Service

Partial Term

Seeks Reappointment

Yes

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-YearsApplicants:

Name	Address	Meets Residency Requirement
Lisa Russell	134 Terrace Drive	Yes
Michael Sadler	511 Tanner St.	Yes
Jessica Merideth	203 Holmes Dr.	Yes
Wanda Harrington	1312 Butler	Yes
Austin Curtis	1134 Persimmon Pl.	Yes
Yolanda Redd	102 Alabama	Yes

PARK BOARD**APPOINTMENTS REQUESTED: 3**Terms Expiring:

Marcie Lawson
 Jeff Hay
 Wade Hamra

Length of Service

2 Terms
 3 Terms
 2 Terms

Seeks Reappointment

No
 Yes
 Yes

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-YearsApplicants:

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

PLANNING & ZONING COMMISSION**APPOINTMENTS REQUESTED: 2**Terms Expiring:

Larry Hancock
 Gordon Jones

Length of Service

1st Term
 1st Term

Seeks Reappointment

Yes
 Yes

Remaining Members:

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

Qualifications for appointment: Must be a citizen of Sikeston.Length of Term: 4-YearsApplicants:

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

PUBLIC SAFETY ADVISORY BOARD**APPOINTMENTS REQUESTED: 3**Terms Expiring:

Ned Matthews
 Nathan Cox
 Gordon Jones

Length of Service

4th Term
 4th Term
 2nd Term

Seeks Reappointment

Yes
 Yes
 Yes

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:

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

SIKESTON PET & ANIMAL WELFARE SERVICES ADVISORY BOARD**APPOINTMENTS REQUESTED: 1**Terms Expiring

Carrie Ann Corso

Length of Service

1st Term

Seeks Reappointment

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	APPOINTMENTS REQUESTED: 2
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<u>Terms Expiring (Sikeston appointees):</u>	<u>Length of Service</u>	<u>Eligible/Seeks Reappointment</u>
Nathan Cox	3rd Term	
Matt Drake	Interim	
<i>No term limits established in City Code.</i>		
<u>Members:</u>		
Missy Marshall, Clayton Driskill, Matt Marshall, Rik LaPlant		
<u>Qualifications for Appointment:</u> None established in City Code.		
<u>Length of Term:</u> 4-Years		
<u>Applicants:</u>		
Ron Eifert, Austin Curtis		

TRAFFIC COMMITTEE	APPOINTMENTS REQUESTED: 2
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<u>Terms Expiring:</u>	<u>Length of Service</u>	<u>Seeks Reappointment</u>
James Miller	1st Term	Yes
Rob Murphy (Alternate)	1st Term	attendance
<u>Remaining Members:</u>		
Voting Members - Fred Thornton, Missy Marshall, Emory McCauley Jr, Jim McClure; Alternate members - Wanda Harrington, Keira Baker		
<u>Qualifications for appointment:</u> None set forth in City Code.		
<u>Length of Term:</u> 3-Years		
<u>Applicants:</u>		
Ben Ross, William Watson II, Paul Cohen, Jay Teague		

SCOTT COUNTY EXTENSION COUNCIL	APPOINTMENTS REQUESTED: 1
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<u>Appointee:</u>	Christina King declined this appointment; need someone to fill her unexpired term which expires February 28, 2024
Christina King	
<u>Qualification:</u> Must be a resident of Sikeston/Scott County	
<u>Applicants:</u>	
Lori Caldwell, 107 Holmes	

SEMO UNIVERSITY SIKESTON CAMPUS ADVISORY COUNCIL	APPOINTMENTS REQUESTED: 4
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<u>Terms Expiring:</u>	<u>Length of Service</u>	<u>Seeks Reappointment</u>
Barb Collins	1st Term	No
Michael Harris	2nd Term	Not Eligible
Scott Ezell	1st Term	Yes
Holly Greene	2nd Term	Not Eligible
<u>Remaining Sikeston Appointees:</u>		
Mary Below, Libby Caskey, Susan Howle Werner, Toni Dee, Ron Payne, Lori Caldwell, Austin Curtis, Shirley Love, Agnes Mason, Christina King, Jessica Merideth		
<u>Length of Term:</u> 3-Years beginning January 1; Appointees limited to 2 consecutive terms		
<u>Applicants:</u>		
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.

<u>Last Name</u>	<u>First Name</u>	<u>Appointment(s) Requested</u>
Adams	Franklin	Board of Municipal Utilities, Housing Authority, Public Safety Advisory Board
Beaird	Jim	Industrial Development Authority
Bohannon	Natalie	PAWS, Park Board, Public Safety Advisory Board
Caldwell	Lori	Public Safety Advisory Board, Industrial Development Authority, Scott County Extension
Chitwood	Susanne	Library Board, Park Board, Tourism Advisory Board
Cohen	Paul	Park Board, Planning & Zoning, Public Safety Advisory Board, Traffic Committee
Collins	Barbara	Planning & Zoning, Tourism Advisory Board
Crow	Chad	Board of Municipal Utilities
Curtis	Austin	Board of Municipal Utilities, LCRA, Park Board, TIF
Daugherty	Kenya	Friends of the Animal Shelter, Tourism Advisory Board, (LCRA-not eligible, must be 5 year resident)
Driskill	Hailey	Friends of the Animal Shelter, Tourism Advisory Board
Dust	Ed	Housing Authority
Eifert	Ron	TIF
Gilbert	Joshua	Park Board, Public Safety Advisory Board, Board of Municipal Utilities
Gleason	Sam	Tourism Advisory Board, Housing Authority Board
Glidwell	Jodi	Public Safety Advisory Board, Industrial Development Authority, Library Board, Planning & Zoning
Greene	Holly	Park Board, Tourism Advisory Board
Greenway	Timothy	Park Board
Hancock	Larry	Board of Appeals, BMU, EEZ, Public Safety Advisory Board
Harrington	Wanda	LCRA, SEMO U
Henry	Bobby	Park Board, Housing Authority Board, SEMO U
Howard	Shantone	Park Board, Public Safety Advisory Board, Tourism Advisory Board
Leible	Mandy	PAWS Advisory Board, Park Board
Littleton	Elizabeth	PAWS Advisory Board, Library Board, Tourism Advisory Board
McConnell	Betsy	Park Board
McCord	Ginger	Public Safety Advisory Board
Merideth	Jessica	LCRA Commission, Tourism Advisory Board
Pullen	Derrick	Park Board, PAWS Advisory Board
Redd	Yolanda	BMU, Housing Authority, LCRA
Riggs-Butler	Tiara	PAWS, Park Board, SEMO U
Ross	Ben	Housing Authority Board, Park, P&Z, Public Safety Advisory Board, Traffic

Russell	Lisa	Industrial Development Authority, LCRA Commission, Tourism Advisory Board
Ryan	Will	Industrial Development Authority, Park Board, Public Safety Advisory Board
Sadler	Michael	Housing Authority Board, LCRA Commission, Tourism Advisory Board
Teague	Jay	Planning & Zoning, Tourism Advisory Board, Traffic Committee
Watson II	William	EEZ, Housing (not eligible), IDA, P&Z, Public Safety Advisory Board, SEMO U, Traffic
Wiggins	Flora	Housing Authority Board
Wright	JaxonMarie	SEMO U
Page 1 of 1 (Updated 9/8/22)		

CURRENT BOARDS AND COMMISSIONS MEMBERS

<u>Last Name</u>	<u>First Name</u>	<u>Position</u>			
Adams	Rick	Enhanced Enterprise Zone Board			
Bain	Blake	PAWS			
Baker	Keira	Traffic Committee			
Beaird	James	Board of Appeals, Board of Adjustments (alternate)			
Bell	Madeline	PAWS			
Below	Mary	SEMO U Sikeston Campus Advisory Council			
Blow	Viola	Housing Authority (Resident Rep)			
Burch	Steven	BMU Board			
Caldwell	Lori	SEMO U Sikeston Campus Advisory Council			
Caskey	Libby	Library Board, SEMO Advisory Board			
Caton	Andy	PAWS, DPS Advisory Board			
Chitwood	Susanne	Tourism Advisory Board			
Collins	Barb	SEMO U Sikeston Campus Advisory Council			
Colwick	Greg	Library Board			
Corso	Carrie Anne	PAWS			
Cox	Nathan	DPS Advisory Board, TIF Commission			
Curtis	Austin	SEMO U			
Davis	Jason	Park Board			
Dee	Toni	SEMO U Sikeston Campus Advisory Council			
Drake	Matt	TIF			
Driskill	Clayton	LCRA, Tourism (JC Rep), TIF			
Evans	Karen	DPS, Library Board			
Ezell	Scott	SEMO U Sikeston Campus Advisory Council, Board of Appeals			
Ferguson	Reade	Board of Appeals			
Flaker	Colleen	Library Board			
Galemore	Ron	Board of Adjustments			
Gilmore	Jon	BMU Board			
Gleason	Sam	PAWS			
Glidewell	Jodi	Board of Adjustments			
Greene	Holly	SEMO U Sikeston Campus Advisory Council, PAWS			
Grimes	Mark	Park Board			
Hale	Derek	Tourism Advisory Board			
Hamra	Wade	Park Board			
Hancock	Larry	Planning & Zoning			
Harrington	Wanda	Traffic Committee			
Harris	Carolyn	Library Board			
Harris	Michael	LCRA, SEMO U Sikeston Campus Advisory Council			
Hay	Jeffrey	Park Board, DPS Advisory Board			
			Page 1 of 3 (Updated 9/8/22)		

CURRENT BOARDS AND COMMISSIONS MEMBERS, continued

<u>Last Name</u>	<u>First Name</u>	<u>Position</u>		
Holley	Tre	Park Board		
Howard	Harry	DPS Advisory Board, Housing Authority Board		
Jones	Gordan	DPS Advisory Board, Planning & Zoning Commission		
Kelley	Melissa	Library Board		
King	Christina	Housing Authority, SEMO U		
Lape	Carrie	LCRA		
LaPlant	Rik	TIF Commission		
Lawson	Marcie	Park Board		
Leible	Mandy	Tourism Advisory Board		
Limbaugh	Mike	Board of Appeals		
Love	Shirley	SEMO U		
Marshall	Dan	LCRA Commission		
Marshall	Matt	TIF Commission		
Marshall	Missy	TIF Commission, Planning & Zoning, Traffic		
Mason	Agnes	SEMO U-Sikeston Campus		
Matthews	Ned	DPS Advisory Board		
Matthews	Steve	Enhanced Enterprise Zone Board		
McCauley	Emory	Traffic Committee		
McClure	Jim	Traffic Committee		
McConnell	Britt	Enhanced Enterprise Zone Board		
McPheeters	Steve	Industrial Development Authority		
McTigue	Shelley	Tourism Advisory Board		
Menz	Brian	BMU Board		
Merideth	Jessica	SEMO U, PAWS		
Merideth	Tim	BMU Board		
Miller	James	Bd of Adjustments (Alternate), Enhanced Enterprise Zone, Planning & Zoning Commission, Traffic		
Miller	Trevor	Library Board		
Millington	Steve	Industrial Development Authority		

CURRENT BOARDS AND COMMISSIONS MEMBERS, continued

	<u>Last Name</u>	<u>First Name</u>	<u>Position</u>		
	Mitchell	Tim	Board of Appeals, Housing Authority, EEZ		
	Murphy	Robert	Board of Adjustments, Traffic (Alternate Member), P&Z, Board of Appeals		
	Nace	William	Board of Adjustments		
	Owens	Pershard	Park Board		
	Ozment	Gary	Planning & Zoning Commission		
	Payne	Ron M.	SEMO U Sikeston Campus Advisory Council		
	Presley	Marty	Board of Appeals		
	Redd	Jessie	Board of Adjustments		
	Roberson	Inger	Board of Adjustments		
	Robinson-Echols	Brenda	Housing Authority, IDA, LCRA		
	Straton	Jared	Park Board		
	Teachout	Kathy	Planning & Zoning Commission		
	Terrell	David	DPS Advisory		
	Thompson	Connie	Library Board		
	Thornton	Chip	Planning & Zoning Commission, Traffic		
	Tongate	Laura	Library Board		
	Warf	Anna	Industrial Development Authority		
	Werner	Susan Howle	SEMO U Sikeston Campus Advisory Council		
	Williams	Terry	Industrial Development Authority		
	York	Charlotte	Park Board		
			Page 3 of 3 (Updated 9/8/22)		

Council Letter

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

QUANTITY	ITEM	TOTAL PRICE
30	Aruba AP-635 WIFI Access points <i>Equal to or better than Aruba AP-635</i>	\$15,996.60
BRAND, MODEL BEING OFFERED: Aruba AP-635 (US) Campus AP		
3	Aruba AP-535 WIFI Access points <i>Equal to or better than Aruba AP-535</i>	\$1,650.00
BRAND, MODEL BEING OFFERED: Aruba AP-535 IEEE 802.11ac 3.55 Gbit/s Wireless Access Point - 2.40 GHz, 5 GHz - MIMO Technology - 2 x Network (RJ-45) - Bluetooth 5 - Wall Mountable, Ceiling Mountable, Rail-mountable		
30	WIFI Access Mounting Brackets for AP-635 <i>Equal to or better than Aruba AP-635 Mounting Brackets</i>	\$192.03
BRAND, MODEL BEING OFFERED: Aruba Mounting Bracket for Wireless Access Point - 10 Pack		
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:

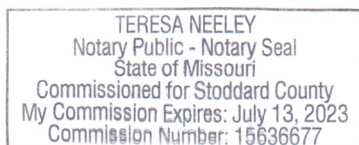
Company Name: Thin Blue Technologies, LLC

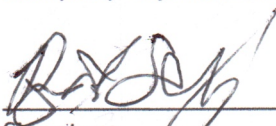
Address: 25 E. Stoddard, Dexter, MO 63841

Phone Number: 573-891-1929

Email Address: brad@thinbluetech.com

Company Representative: Brad Floyd, President/CEO




 Signature

8/29/2022

Date

Printed Name: Brad Floyd

Council Letter

Council Letter: 22-09-26

Originating Department: Community Development Department

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.

NOTE:
ALL DIMENSIONS ARE FROM FACE OF FOUNDATION WALL OR FRAMING;
EDGE OF SLAB OR TRUSS/RAFTER; OR CENTERLINE
OF COLUMN, BEAM, OR JOIST UNLESS NOTED OTHERWISE.

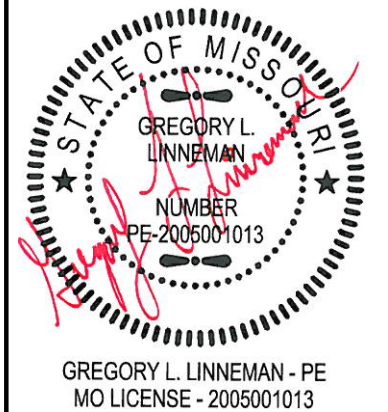
NOTES

- ① REENTRANT CORNER BARS, REFER TO TYPICAL CRACK CONTROL REINFORCING DETAIL S210.
- ② VERIFY ELEVATOR PIT DIMENSIONS PRIOR TO CASTING.

REVISIONS:

No.	Date
CONSTRUCTION	12/09/2021
REVISION #1	01/03/2022
REVISION #2	01/21/2022
REVISION #4	03/10/2022
REVISION #5	04/28/2022
REVISION #6	05/16/2022

THIS SHEET HAS BEEN SIGNED,
SEALED AND DATED ELECTRONICALLY.



STRUCTURAL ENGINEER:
CROCKETT
ENGINEERS & ARCHITECTS
1000 W. N. Highway 100
Columbia, Missouri 65203
(314) 447-0292
www.crockettengineering.com
Crockett Engineering Consultants, LLC
Missouri License No. 2035501013

CLIENT:
boulder
CONSTRUCTION, LLC

Stallcup Sikeston Remodel

104 EAST FRONT STREET
SIKESTON, SCOTT COUNTY, MISSOURI

DRAWING INCLUDES:

FOUNDATION
PLAN

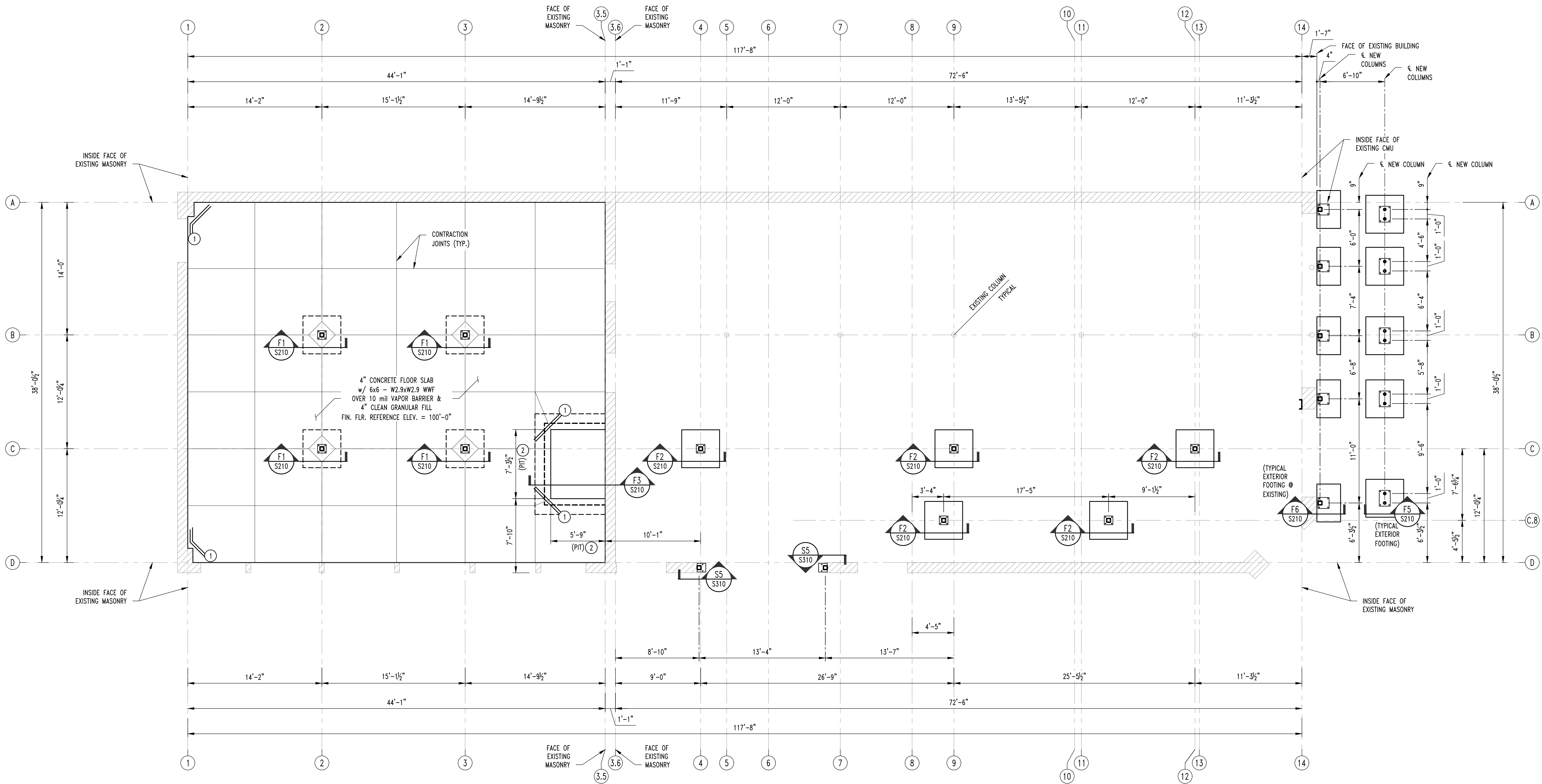
DESIGNED: GLL

DRAWN: TGC

PROJECT NO.: 210522

SHEET:

S200



1
S200

FOUNDATION PLAN

SCALE: 3/16" = 1'-0"



NOTE:
ALL DIMENSIONS ARE FROM FACE OF FOUNDATION WALL OR FRAMING;
EDGE OF SLAB OR TRUSS/RAFTER; OR CENTERLINE
OF COLUMN, BEAM, OR JOIST UNLESS NOTED OTHERWISE.

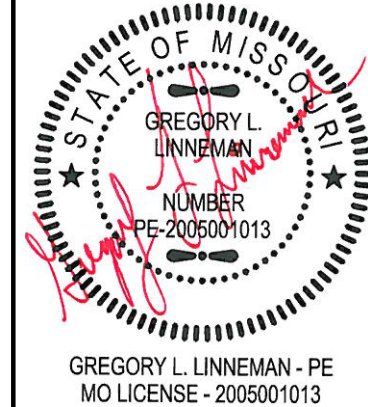
FRAMING NOTES

- 1 PROVIDE 2-PLY 2x12 BEAMS AROUND NEW FLOOR OPENING.

REVISIONS:

No.	Date
CONSTRUCTION	12/09/2021
REVISION #1	01/03/2022
REVISION #2	01/21/2022
REVISION #4	03/10/2022
REVISION #5	04/28/2022
REVISION #6	05/16/2022

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ENGINEERS & ARCHITECTS
1000 W. N. Highway
Columbia, Missouri 65203
(314) 447-0292
www.crockettengineering.com
Missouri License No. 000000001

CLIENT:
boulder
CONSTRUCTION, LLC

Stallcup Sikeston Remodel

104 EAST FRONT STREET
SIKESTON, SCOTT COUNTY, MISSOURI

DRAWING INCLUDES:

SECOND
FLOOR
FRAMING
PLAN

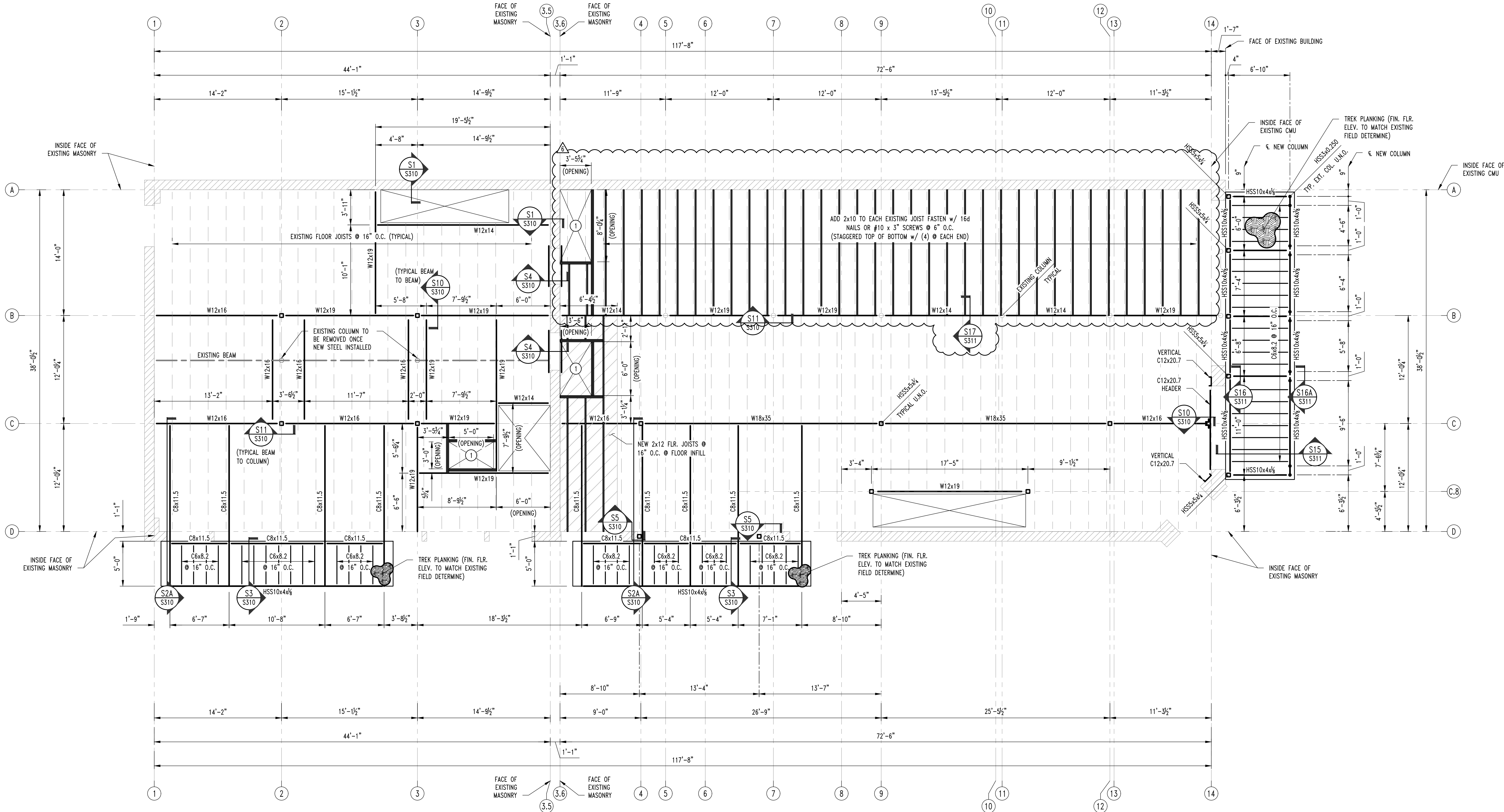
DESIGNED: GLL

DRAWN: TGC

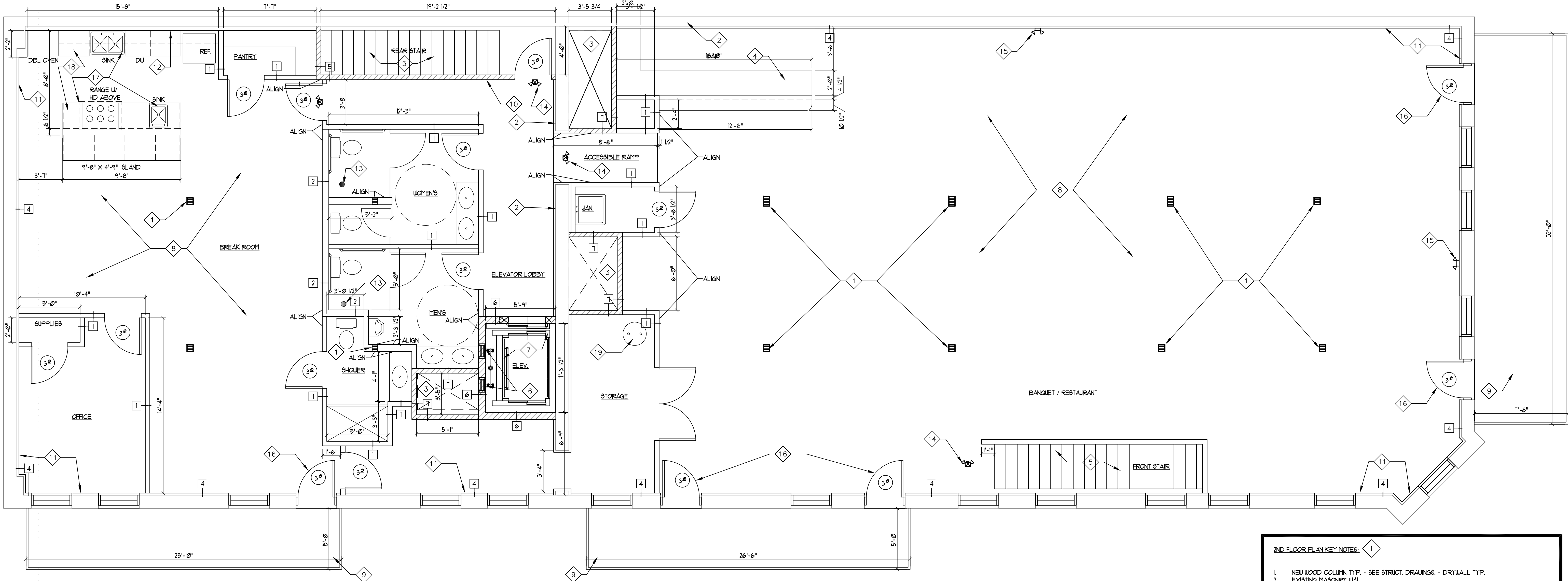
PROJECT NO.: 210522

SHEET:

S300



1
S300
SECOND FLOOR FRAMING PLAN
SCALE: 3/16" = 1'-0"
PLAN NORTH



SECOND FLOOR PLAN
SCALE: 1/4" = 1'-0"

GENERAL NOTES

GENERAL REQUIREMENTS:

1. Do not scale drawings. Use written dimensions.
2. Unless otherwise provided, the Subcontractor shall secure and pay for permit fees. HVAC, electric, plumbing, and for all other permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the work which are customarily secured after execution of the Contract and which are legally required at the time the bids are received. The Subcontractor must include any and all special or unusual fees required and must include cost of same in the Contract Price. Check with local authorities to verify their requirements on this project.
3. The following words shall be construed to having the meaning here given them:
 31. The word "Architect" means Levine Associates Architects.
 32. The word "Contractor" means the General Contractor having the direct contract with the Owner.
 33. The word "Subcontractor" means those having a direct contract with the General Contractor for the furnishing of labor and materials to complete the work described in the Contract Documents.
 34. The word "Provide" or "Furnish" shall mean furnishing of all labor, materials, equipment, transportation and service required.
4. Prior to commencing work, the General Contractor shall review all plans and details, verify all dimensions and existing conditions and notify the Architect of any discrepancies.
5. These architectural drawings convey design concept. The General Contractor remains responsible for details and accuracy, for confirming and completing all quantities and dimensions, for selecting fabrication processes, for techniques of assembly, and for performing the work in a safe manner in accordance with all applicable local, state, and federal codes, ordinances, and in accordance with industry standards.
6. The General Contractor and Subcontractors shall carry necessary insurances including liability insurance and worker's compensation insurance.
 7. Prefabricated items shall be installed according to manufacturer's instructions.
 8. Unless otherwise provided, each Subcontractor shall remove their debris, trash and spillage from the site and leave the site in clean condition ready for subsequent work. Subcontractors shall clean up any wind-blown debris from adjacent public and private land.

WOOD, PLASTICS, AND COMPOSITES:

4. Firestop stud walls, furred spaces, and staggered stud frame walls at the ceiling and floor levels and horizontally at intervals not exceeding 10'-0". All soffits and dropped ceilings shall be firestopped. Fireblock between stair stringers at the top and bottom of the run. Fireblock around vent, pipe, and duct penetrations of ceiling and floors.
5. Stairs with 4 or more risers require handrails and guards. Handrails and other projections below the handrail shall not project more than 4'-12" into the required stairway width. Handrails shall be 34" to 38" above the leading edge of the tread. Handrail ends shall return to the wall. Guards shall be a min. of 34" above the leading edge of the tread and a min. height of 42" at stair landings. Guards shall be a min. of 42" at balconies, areas and open-sided walking areas where the difference in floor levels is more than 30". Open guards shall have intermediate vertical balusters spaced 4" apart max. Openings on the sides of a stair shall have balusters spaced less than 4" apart.
6. Handrails shall meet either:
 61. Circular cross section with min. diameter of 1-1/4" but not more than 2" or
 62. Other approved shapes having a max. allowable horizontal width of 2-1/4", max. graspable perimeter dimensions of 6-1/4", and a min. 4" graspable perimeter dimension.

THERMAL AND MOISTURE PROTECTION:

1. Caulking and Sealants: Exterior joints around windows and door frames, between wall and foundation, between wall and roof, between wall panels, at penetrations or utility services through walls, floor, and roofs, and all other openings in the exterior envelope shall be sealed in an approved manner.
2. Minimum design insulation values:
 21. Roof/ceiling: (R-49 specified)
 22. Frame wall and band joists: (R-20 in walls)
 23. Floors at cantilevers and unheated crawl spaces: R-19 min.
 24. Windows (other than unfinished basement windows) and doors (other than overhead garage doors): U-40 max. Skylights: U-60 max. Windows and door U-values shall be labeled and certified by the manufacturer.
3. Insulation material and installation shall conform to code requirements.
4. Where blown-in or sprayed insulation is applied in the roof/ceiling assembly, the installer shall provide a certification of the initial installed thickness, settled thickness, coverage area, and the number of bags of insulation material installed. Provide markers for every

- 300 sq. ft. of area attached to trusses, rafters or joists, and include one inch high numbers of the installed thickness of the insulation.
5. Incorporate air sealing package to reduce infiltration:
 51. Ensure air barrier continuity at all framed cavities such as air chases, soffits, coffered or dropped ceilings, and behind tub/shower units on exterior walls. Utilize either an interior or exterior air barrier as per local practice.
 52. Caulk/foam all electrical, plumbing, heating penetrations between floors (including attic, basement, crawl space, and garage) and to exterior.
 53. Insulate, caulk, or foam between window/door joints and framing.
 54. Caulk/foam HVAC register boots that penetrate the building envelope to subfloor or drywall that penetrates the building envelope.

DOORS AND WINDOWS:

1. General Contractor and Window Manufacturer shall verify the size and fit of all windows prior to the manufacture and notify the Architect of any errors or inconsistencies.
2. Safely glazing shall be tested and labeled in accordance with CPSC 16 CFR Part 1201 as a Type I or Type II.
 21. Glazing in storm or combination doors shall be Type I if 9 sq. ft. or less, Type II if more than 9 sq. ft.
 22. Glazing in doors shall be Type I if 9 sq. ft. or less, Type II if more than 9 sq. ft.
 23. Glazed openings in all panels having a glazed area in excess of 9 sq. ft. with the lowest edge less than 18" above the floor and top edge more than 36" above the floor and with a walking surface within 36" horizontally of such glazing shall be Type II.
 24. Glazed openings adjacent to doorways if the nearest vertical edge of the glazing material is within a 24" arc of either vertical edge of the door in a closed position and if the bottom edge of the glazing material is less than 60" above the floor shall be Type I if 9 sq. ft. or less, Type II if more than 9 sq. ft. Exceptions: a) Where there is an intervening wall or barrier to prevent a person from striking the glazing while approaching the door. b) Glazing adjacent to a door serving a closet or storage area 3 ft. or less in depth. c) Decorative glass. d) Glazing in walls on the latch side of and perpendicular to the plane of the door in a closed position. e) Glazing that is adjacent to the fixed panel of patio doors.
 25. Glazing in enclosures for bathtubs, showers, which is located 60" or less horizontally from the water's edge and less than 60" vertically above the standing surface shall be Type II.
 26. Glazing in hand or guard rails shall be Type I if 9 sq. ft. or less, Type II if more than 9 sq. ft.
 27. Glazing adjacent to stairways, landings, and ramps within 36" horizontally of the walking surface and less than 60" vertically above the plane of the walking surface. Glazing adjacent to stairways within 60" horizontally of the bottom tread in any direction when exposed surface of the glass is less than 60" above the tread nosing Type I if 9 sq. ft. or less, Type II if more than 9 sq. ft. Exception: The glazing is protected by a guardrail or a handrail including balusters or in-fill panels and the glazing is located more than 18" horizontally from this guard or handrail.

FINISHES:

1. Drywall installation shall comply with the Gypsum Association recommended practice for thickness, nailing, and taping on correct stud spacing.
2. Water resistant gypsum backer board conforming to ASTM c630 or C1178 shall be used in bathtub and shower compartments and at all drywall plumbing penetrations. 1/2" USG, Durock or Hardibacker shall be used when ceramic tile is used. Do not install water resistant gypsum backer board over vapor barrier in shower and tub compartments. If backer board is used on a ceiling, framing shall be 12" o.c. Exposed batt or blanket insulation including the vapor retarder, breather paper or other covering in attics, crawl spaces and basements shall have a max. flame spread rating of 25 (1% for foam plastics) and a max. smoke developed rating of 450.
4. Dropped ceilings below wood joists or attached directly to wood floor trusses shall be draftstopped by dividing the space into approximately equal areas not greater than 1000sq. ft. Draftstopping shall be parallel to framing members.
5. Cabinet supplier shall measure area of work after rough framing to assure exact fit of cabinets.
6. All paint shall be in compliance with the Lead based Paint Poisoning Prevention Act.
7. Prepare all surfaces for finishing as recommended by manufacturer.

ROOFING:

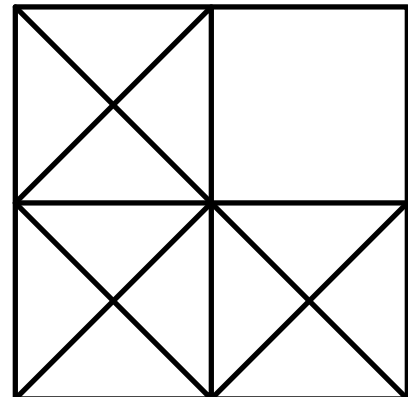
1. PROVIDE FULLY ADHERED 260 THICK EPDM ROOF SYSTEM OVER POLYISO INSULATION MECHANICALLY ATTACHED.
2. NEW ROOF SHEATHING WHERE REQUIRED TO BE 5/8" C-D PLYWOOD W/8d NAILS @ 6" OC.
3. PROVIDE POLYISO INSULATION TO MAXIMUM THICKNESS ALLOWABLE AT EXISTING CONDITIONS TO PROVIDE R49.
4. PROVIDE WALKWAY PADS AT MECHANICAL UNIT ACCESS TYPICAL.

2ND FLOOR PLAN KEY NOTES:

1. NEW WOOD COLUMN TYP. - SEE STRUCT. DRAWINGS. - DRYWALL TYP.
2. EXISTING MASONRY WALL.
3. 1 HOUR FIRE-RATED MECHANICAL CHASE - SEE MEP DRAWINGS AND PARTITION TYPES.
4. BAR BY OTHERS - VERIFY PLUMBING REQUIREMENTS.
5. STAIRS - SEE DETAILS.
6. ELEVATOR RAIL BRACKET SUPPORT COLUMNS (3) 2X12 W/ 2X6 EACH SIDE - 2 LOCATIONS - SEE ELEVATOR SUPPLIER DRAWINGS.
7. LULA HYDRAULIC ELEVATOR - BASED ON GARAVENTA LIFT ELVORON LULA ELEVATOR - SEE ELEVATOR SUPPLIER DRAWINGS.
8. 1" GYP. CRETE OVERLAYMENT TYP. AT SECOND FLOOR - VERIFY ALL LOCATIONS.
9. PRE-ENGINEERED OR FABRICATED METAL DECK W/ COMPOSITE DECKING AND 42" HIGH GUARD W/ MAX. 4" BAL PICKETS - SEE STRUCTURAL DRAWINGS.
10. 1 HOUR FIRE RATED STAIR ENCLOSURE - SEE DETAILS.
11. FURR AND DRYWALL EXISTING EXTERIOR MASONRY WALLS TYP. UNO.
12. FURR EXTERIOR WALL FOR PLUMBING AS REQUIRED.
13. FLOOR DRAIN - SEE MEP DRAWINGS.
14. EMERGENCY/EXIT LIGHT TYP. - SEE MEP DRAWINGS FOR ALL OTHER LIGHTING AND ELECTRICAL.
15. EMERGENCY LIGHT TYP. - SEE MEP DRAWINGS FOR ALL OTHER LIGHTING AND ELECTRICAL.
16. REMOVE BRICK BELOW EXISTING WINDOW FOR NEW PATIO DOOR.
17. VERIFY ALL KITCHEN EQUIPMENT W/ SUPPLIER AND MEP DRAWINGS TYP.
18. ALL CASEWORK BY OTHERS.
19. WATER HEATER - SEE MEP DRAWINGS.

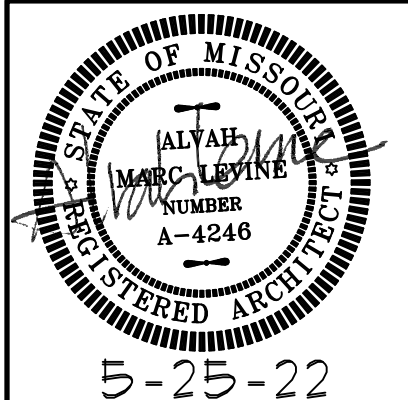
TYPICAL DOOR TYPES (2ND FLOOR):

1. STAIRWELL DOOR TO BE 3'-0" X 1'-0", SOLID CORE WOOD PANEL 45 MIN FIRE RATED DOOR IN HOLLOW METAL FRAME.
2. EXTERIOR BALCONY DOOR - 3'-0" X 6'-8", FULL-LITE WOOD INT. CLAD EXT DOOR. HARDWARE TO INCLUDE LEVER CYLINDER ENTRY WITH THUMB-TURN DEADBOLT, THRESHOLD AND LEATHER STRIPPING.
4. JANITOR CLOSET AND CLOSET DOORS TO BE 3'X1' (OR PAIR 3'X1') SOLID CORE WOOD PANEL DOOR IN WD FRAME AS SELECTED BY OWNER - PROVIDE PRIVACY LOCKSETS.
5. MEN'S AND WOMEN'S RESTROOM DOORS TO BE 3'X1' SOLID CORE WOOD PANEL DOORS IN WD FRAMES AS SELECTED BY OWNER - PROVIDE 4"x16" PUSH PLATES, 4"x16" PUSH/PULL PLATE W/ 1" DIA X 12" FULL, AND 34"x38" KICKPLATE EACH SIDE OF DOORS.
6. SHOWER ROOM DOOR TO BE 3'X1' SOLID CORE WOOD PANEL DOOR IN WD FRAME AS SELECTED BY OWNER - PROVIDE PRIVACY LOCKSET.
6. OFFICE DOOR TO BE 3'X1' SOLID CORE WOOD PANEL DOOR IN WD FRAME AS SELECTED BY OWNER - PROVIDE OFFICE LOCKSET.
7. PANTRY AND SUPPLIES DOORS TO BE 3'X1' SOLID CORE WOOD PANEL DOOR IN WD FRAME AS SELECTED BY OWNER - PROVIDE PASSAGE LATCHSET.
6. PROVIDE LEVER HARDWARE FOR ALL SUING DOORS UNO.
1. MASTER KEY FER OWNER'S DIRECTIONS.
8. EXIT DOORS TO HAVE HARDWARE NOT REQUIRING TIGHT PINCHING OR TIGHT GRASPING OR TWISTING OF THE WRIST.



LEVINE
associates
architecture · interiors · planning

2025 South Brentwood Boulevard, Suite 101
St. Louis, Missouri 63114
Phone 314-991-5600



ARCHITECT: ALVAH M. LEVINE
NO LICENSE A-4246
ALVAH M. LEVINE, INC.
DBA LEVINE ASSOCIATES
CERTIFICATE OF AUTHORITY
LICENSE NUMBER A-2018040328

second floor plan and general notes

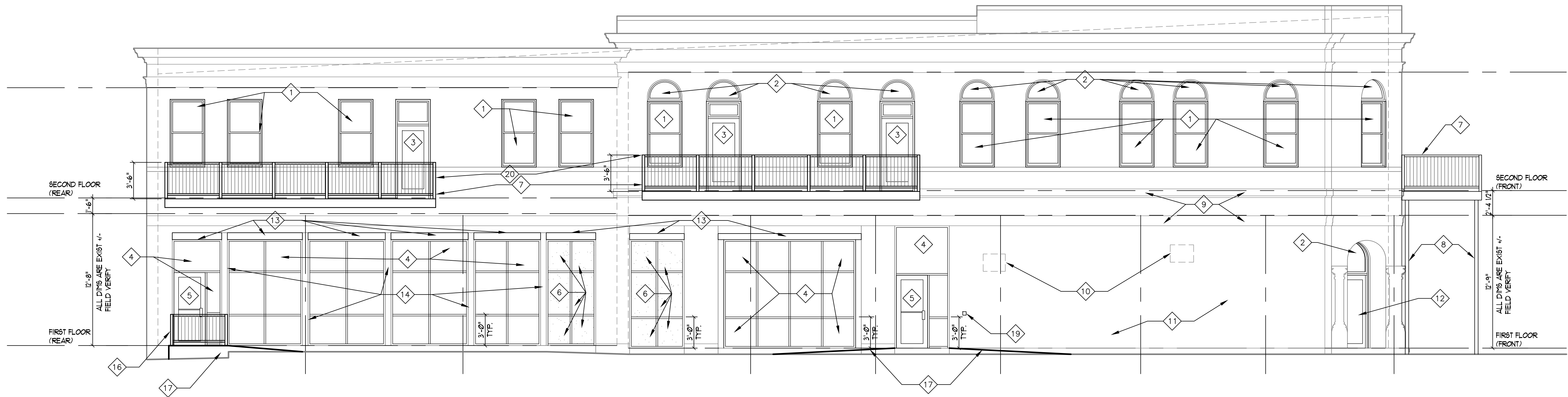
RENOVATIONS TO:
104 EAST FRONT STREET
SIKESTON, MISSOURI 63801
CONTRACTOR: BOULDER CONSTRUCTION

REVISIONS		
NO.	DATE	ITEM
1	1-21-22	GT AND SOFFITS
2	5-3-22	KITCHEN DESIGN
3	5-13-22	REVISED PERMIT SET

SHEET NO.

A-1.2

ISSUE DATE: 1-14-22
PROJECT #: 2116.071
DRN. CMC CHK. AML

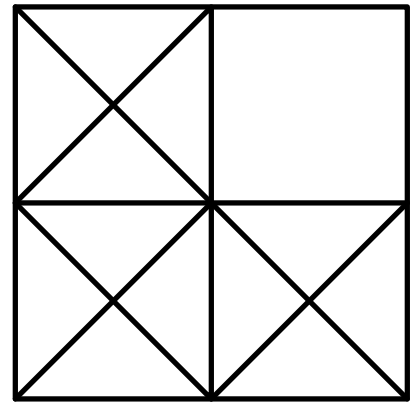


WEST ELEVATION (N NEW MADRID STREET)
SCALE: 1/8" = 1'-0"

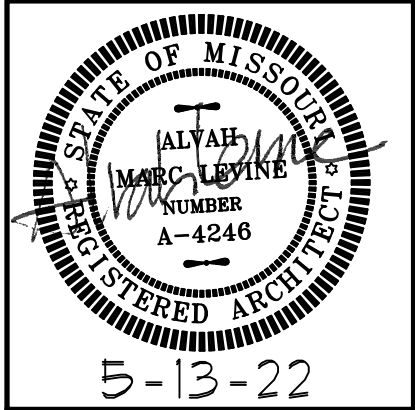
- ELEVATION KEY NOTES: 1
1. NEW REPLACEMENT WOOD CLAD DOUBLE-HUNG WINDOWS.
 2. RE-GLAZE EXISTING TRANSOM AS REQ'D.
 3. NEW FULL LIGHT PATIO DOOR.
 4. ANODIZED ALUMINUM STOREFRONT SYSTEM W/ TEMP. INSUL. TYPE II GLASS. TYP. UNO. - VERIFY COLOR W/ OWNER TYP.
 5. ANODIZED ALUMINUM STOREFRONT DOOR W/ TEMP. INSUL. TYPE II GLASS. - VERIFY COLOR W/ OWNER TYP.
 6. SPANDREL GLASS PANEL.
 7. FABRICATED METAL BALCONIES - SEE STRUCTURAL DRAWINGS.
 8. STEEL COLUMN - SEE STRUCTURAL DRAWINGS.
 9. REPAIR OR REPLACE DECORATIVE METAL BANDS.
 10. INFILL EXISTING OPENINGS WITH BRICK TO MATCH EXISTING.
 11. TUCKPOINT AND PAINT EXISTING BRICK TYP.
 12. REINSTALL EXISTING ENTRY DOOR TO REMAIN.
 13. ALUMINUM PANNING ON SHEATHING AND WD. BLOCKING TYP.
 14. PROTECT EXISTING COLUMNS TO REMAIN AND PAINT.
 15. NEW OVERHEAD DOOR W/ INSUL. TEMP. TYPE II SAFETY GLASS TYP.
 16. FABRICATED METAL GUARD 36" AFF W/ MAXIMUM 4" B/W PICKETS.
 17. NEW CONCRETE RAMP TO EXIST. GRADE - SEE CIVIL DRAWINGS.
 18. NOT USED.
 19. KNOX BOX AS DIRECTED BY FIRE MARSHAL.
 20. FABRICATED METAL GUARD 42" AFF W/ MAXIMUM 4" B/W PICKETS.



SOUTH ELEVATION (E FRONT STREET)
SCALE: 1/8" = 1'-0"



LEVINE
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2025 South Brentwood Boulevard, Suite 101
St. Louis, Missouri 63114
Phone 314-991-5800



ARCHITECT: ALYAH M. LEVINE
MO LICENSE A-4246
ALYAH M. LEVINE, INC.
DBA: LEVINE ASSOCIATES
CERTIFICATE OF AUTHORITY
LICENSE NUMBER A-2018040328

elevations

RENOVATIONS TO:
104 EAST FRONT STREET
SIKESTON, MISSOURI 63801
CONTRACTOR: BOULDER CONSTRUCTION

REVISIONS		
NO.	DATE	ITEM
1	1-21-22	GT AND BOFFITS
2	5-3-22	KITCHEN DESIGN
3	5-13-22	REVISED PERMIT SET

SHEET NO.

A-2.1

ISSUE DATE: 1-14-22
PROJECT #: 2116.07
DRN. CMC CHK. AML

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



107 East Malone Avenue
P.O. Box 370
Sikeston, Missouri 63801

Phone: (573) 471-3328
Fax: (573) 471-7288
Webpage: www.sikestonbmu.org

Rick Landers, General Manager

9/19/22

Sikeston City Council
105 E Center
Sikeston, Mo 63801

RE: Fiber Easement

Dear Council Members,

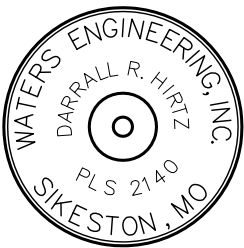
GoSEMO is currently working on a broadband services project in the Sikeston area. As part of that project, they need to place some fiber equipment on the western portion of the power plant property near Highway BB. They have requested an easement from the BMU for this equipment. BMU has reviewed the 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,

Rick Landers
BMU General Manager



SET MONUMENT: ○

5/8" IRON ROD W/ A 2" Ø BLUE PLASTIC
CAP STAMPED AS SHOWN.

CL STATE RTE. "BB"

N 1°48'58" W
2,489.55'

FND
COPPER WELD MONUMENT FOR
SOUTHWEST CORNER OF
SECTION 23, TOWNSHIP 26
NORTH, RANGE 13 EAST

N 88°11'02" E
35.00'

N 1°48'58" W
48.00'

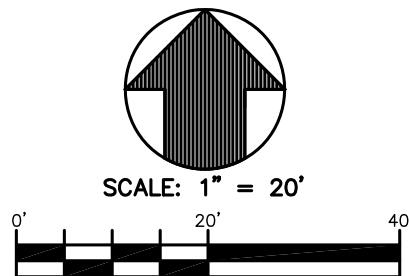
N 88°11'02" E
20.00'

4'x8'
FIBER
OPTIC
VAULT

48.00'

S 1°48'58" E
48.00'

S 88°11'02" W
20.00'



SCALE: 1" = 20'

Bearings are based upon GPS
Field Work, NAD83, MO State
Plane Coordinates, East Zone,
US Foot.
MoDOT VRS Network.

GoSEMO FIBER OPTIC VAULT
UTILITY EASEMENT

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.

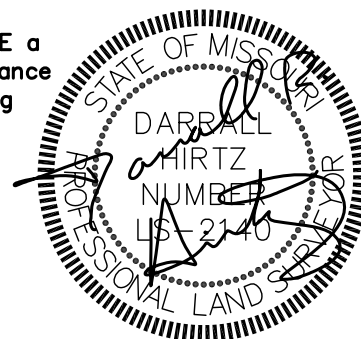
Subject to any and all easements, if any, affecting the same.

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 R. Hirtz, PLS 2140
Waters Engineering, Inc.

BMU GoSEMO Fiber Vault.dwg



DARRALL R. HIRTZ, PLS
MO# PLS-2140

June 11, 2022

WATERS ENGINEERING, INC.

Civil Engineering and Land Surveying
908 S. Kingshighway - P. O. Box 567
Sikeston, Missouri 63801

SURVEY FOR
BMU
SIKESTON, MISSOURI

PHONE (573) 471-5680
FAX (573) 471-5689
Web Site: <http://www.waterseng.com>

EGC-2016-000685 MISSOURI STATE CERTIFICATE OF AUTHORITY LSC-2016-000152

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: _____
By: Greg Turnbow, 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

Council Letter

Date of Meeting: 22-09-26

Originating Department: Public Works Department

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.

Sourcewell
 Utility Tractors & Mowers - 031121
 E and AG - 040319
 Utility Vehicles 122220
 Kansas 4600041718
 Delaware 058-21673
 Mississippi (CE Only) 0200056371
 Mississippi 0200055841

U35-4R3 WEB QUOTE #2460842
 Date: 8/29/2022 6:25:00 AM
 -- Customer Information --
 MARTIN, DARREN
 CITY OF SIKESTON MO
 dmartin@SIKESTON.ORG
 5734722581

Quote Provided By
 CROWN DIVERSIFIED INDUSTRIES
 CORP
 JOSH SUDMEIER
 17371 N OUTER 40 ROAD
 CHESTERFIELD, MO 63005
 email:
 JSUDMEIER@HEAVYDUTYTURF.COM
 phone: 6362481825

-- Standard Features --

-- Custom Options --



U Series

U35-4R3

*** EQUIPMENT IN STANDARD MACHINE ***

FEATURES

Tight Tail Swing
 Auto Idler
 Rubber Track Model
 ROPS/OPG (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 Float
 360 Degree Full Rotation
 71 Degree Left, 45 Degree Right
 Boom Swing
 15.8 gpm Adjustable Auxiliary
 Hydraulics Port
 Auxiliary Hydraulics Diverter
 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
 Swivel Negative Brake
 Travel Negative Brake
 Third Line

ENGINE

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

OPERATIONAL

DIMENSIONS

Max Digging Depth 9' 8.9"
 Max Digging Radius @ Ground
 Level 16' 11.3"
 Max Vertical Digging Depth 6' 7.3"
 Max Dumping Height 11' 0.7"

DOZER BLADE

DIMENSIONS

Width 67"
 Height 13.5"
 Lift Above Ground 14.65"
 Drop Below Ground 14.53"

PERFORMANCE

Digging Force @ Bucket (K7875)
 7924 lbs.
 Digging Force @ Dipper 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/OPG
 (Top Guard, Level I) Cab,
 Dozer Blade
 Overall Length 15' 7"
 Overall Width 5' 7"
 Overall Height 8' 1.2"
 Operating Weight 8451 lbs.*
 Ground Clearance 11.34"
 * Includes operator's weight, 175
 lbs.

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

(1) 24" QA TRENCHING BUCKET \$1,843.00
 K7875A-24" QA TRENCHING BUCKET

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

(1) MECHANICAL QUICK COUPLER \$1,333.00
 K7870A-MECHANICAL QUICK COUPLER

(1) 36" QA GRADING BLADE \$1,964.00
 K7458A-36" QA GRADING BLADE

Configured Price: \$66,568.00

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

**Purchase Order Must Reflect
 the Final Sales Price**

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

*Some series of products are sold out for 2022. 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.

Council Letter

Date of Meeting 22-09-26

Originating Department: Public Works

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.



JOHN DEERE



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

Date: 27 August 2021

Offer Expires: 29 December 2023

Confidential

Quote Summary

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
mmitchell@gogreenway.com

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

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 1600 Turbo TerrainCut Commercial Wide-Area Mower with 4-Post ROPS Canopy	\$ 65,500.00 X	1 =	\$ 65,500.00
JOHN DEERE 1600 Turbo TerrainCut Commercial Wide-Area Mower with 2-Post Folding ROPS	\$ 64,000.00 X	1 =	\$ 64,000.00
Equipment 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

Salesperson : X _____

Accepted By : X _____

Quote Id: 25142033

Customer: CITY OF SIKESTON, INC

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

Hours:

Stock Number:

Code	Description	Qty
0734TC	1600 Turbo TerrainCut Commercial Wide-Area Mower with 4-Post ROPS Canopy	1

Standard Options - Per Unit

001A	United States and Canada	1
0443	US English w/ Spanish (Bi-Lingual) Operator's Manual	1

Other Charges

Setup	1
MISC	1

JOHN DEERE 1600 Turbo TerrainCut Commercial Wide-Area Mower with 2-Post Folding ROPS

Hours:

Stock Number:

Code	Description	Qty
0735TC	1600 Turbo TerrainCut Commercial Wide-Area Mower with 2-Post Folding ROPS	1

Standard Options - Per Unit

001A	United States and Canada	1
0443	US English w/ Spanish (Bi-Lingual) Operator's Manual	1

Other Charges

Setup	1
MISC	1

Council Letter

Date of Meeting 22-26-09

Originating Department: Public Works

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

Customer Acct No / Name	Date	Quote
4095 Sikeston, City of (MO)	9/12/2022	QUO5148
Project	Attention	Customer PO
Sikeston Rec Complex	Dustin Care	

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

Products/Services	Quantity	Unit	FOB	Unit Price	Total
Delivered Price Delivered DuraEdge Pro Infield Mix - Bulk Tons	125	Tons	40-IL-GC	\$161.00	\$20,125.00

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.



QUO5148

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

1 of 2



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



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

Council Letter

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.



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

Asset Number	Year	Chassis Make	Chassis Model	Chassis VIN	Product Family	License Plate	Miles	Hours
8021001	2022	Freightliner	M2 106	3ALACXFC7NDMZ2552	GRAPPLE TRUCK	ME67DR	8,596	752

Pricing Details

Line Item Description	Quantity	Sales Price	Total Product Price	Transportation Cost	Security Deposit	Rental Start Date	Rental End Date
8021001	4.00	\$1,975.00	\$7,900.00	\$1,853.00	\$1,500.00	9/1/2022	9/28/2022

RENTAL CONTRACT PRICING SUMMARY

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

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.

BRANCH J41
2520 EAST OUTER ROAD
SCOTT CITY MO 63780
573-334-9338
573-334-9715 FAX

209637599

Job site

SIKESTON POWER PLANT
1551 W WAKEFIELD AVE
SIKESTON MO 63801-7312

Office: 573-471-3328 Cell: 573-475-3130

SIKESTON BOARD OF MUNICIPAL
UTILITIES
PO BOX 370
SIKESTON MO 63801-0370

Customer # : 3439253
Quote Date : 08/15/22
Estimated Out : 08/29/22 03:00 PM
Estimated In : 09/26/22 03:00 PM
UR Job Loc : 1551 W WAKEFIELD AVE
UR Job # : 5
Customer Job ID:
P.O. # : TBD
Ordered By : BARRY BLEVINS
Written By : KATHY KRAEMER
Salesperson :

**This is not an invoice
Please do not pay from this document**

RENTAL ITEMS:							
Qty	Equipment	Description	Minimum	Day	Week	4 Week	Estimated Amt.
1	9070114	MINI EXCAVATOR 14800-19999#		467.10	1,348.09	3,136.67	3,136.67
1	907/0545	MINI EXCAVATOR BUCKET 24"		8.51	15.96	26.60	26.60
Rental Subtotal:							3,163.27
SALES/MISCELLANEOUS ITEMS:							
Qty	Item	Price	Unit of Measure	Extended Amt.			
1	DELIVERY CHARGE	263.400	EACH	263.40			
1	PICKUP CHARGE	263.400	EACH	263.40			
Sales/Misc Subtotal:							526.80
Agreement Subtotal:							3,690.07
Tax:							236.46
Estimated Total:							3,926.53

COMMENTS/NOTES:

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

This proposal may be withdrawn if not accepted within 30 days. The above referenced Rental Protection Plan, environmental, and tax charges are estimates and are subject to change.

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.



JOHN FABICK TRACTOR COMPANY
2050 SOUTHERN EXPRESSWAY CAPE GIRARDEAU, MO 63703
CAPE RENTS 573-381-0767

Rental Quote

Quote Q44625

Date Out: 08/19/2022 Fri 08:48 AM
Est. Date In: 09/16/2022 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

Bill to: **CITY OF SIKESTON**

105 E CENTER ST
SIKESTON MO 63801-4107

Customer: **1244730 TC2**
Signed By:
Order By: **BARRY BLEVINS**

Written By: **Larry Sadler**
Sales Rep: **LARRY SADLER**
PO #:

QTY DESCRIPTION	DAY	WEEK	4WEEK
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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	\$540	\$1,930	\$3,492	3,492.00
	HRS ALLOWED: 8/40/160				
1.	B308 BUCKET 580-0679	\$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
1	DELIVERY CHARGES	250.00 each	250.00
1	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 GOD, 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)

Customer
Signature _____

Printed Name _____

Title _____

MikeRentals, Inc.

109 Larcel
Sikeston, MO 63801
mikerentalsinc.com

573-472-7907 Phone
573-472-7909 Fax

Status: Quote

Quote #: q964

Quote To: Fri 10/ 7/2022 9:00AM

Operator: ANDREW MCDOWELL
Terms: On Account

Customer #: 101

CITY OF SIKESTON
105 E CENTER
SIKESTON, MO 63801

Phone 573-471-2512

Job Descr: QUOTE

Ordered By: QUOTE

Picked up by: QUOTE

Qty	Key	Items	Status	Quote Date	Price
1	1240-0007	EXCAVATOR, MINI IHI 55V4	Rental	Fri 11/ 4/2022 9:00AM	\$2,750.00
		4Hrs \$250.00 1day \$335.00 1week \$1,099.00 4weeks \$2,750.00			
1	CLEAN	CLEANING CHARGE	Retail		\$0.00

Quote valid for 30 days.

Signature: _____

CITY OF SIKESTON

Rental:	\$2,750.00
Subtotal:	\$2,750.00
Total:	\$2,750.00
Paid:	\$0.00
Amount Due:	\$2,750.00

Council Letter

Council Letter: 22-09-26

Originating Department: General Government

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 JNS Holdings, LLC, and

SECTION III: Whereas, JNS Holdings, LLC wishes to purchase the property located at Compress NENE 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

EXHIBIT A
Legal Description

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.

Council Letter

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
2. Municipal Code Chapter 600. Alcoholic Beverages

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.

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 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

Council Letter

Date of Meeting: August 29, 2022

Originating Department: Finance

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

Council Letter

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.