

TENTATIVE AGENDA
(Revised)

REGULAR CITY COUNCIL MEETING
CLINTON BUILDING
501 CAMPANELLA DRIVE

Monday, September 28, 2020
5:00 P.M.

- I. CALL TO ORDER
- II. RECORD OF ATTENDANCE
- III. OPENING PRAYER
- IV. PLEDGE OF ALLEGIANCE
- V. OATHS OF OFFICE CEREMONY - BOARDS & COMMISSION
- VI. ITEMS OF BUSINESS
 - A. 1st Reading, Bill #6208, BMU Ground Lease
 - B. 1st Reading, Bill #6204, Request to Annex a Tract of Land Along West Side of S. Illinois Avenue and South of Ables Road
 - C. 1st Reading, Bill #6205, Request to Rezone a Tract of Land Along the West Side of S. Illinois Avenue and South of Ables Road from "AG" Agricultural to "R-1" Single Family Residential
 - D. 1st Reading, Bill #6206, Request for Approval of Proposed Subdivision (Saddleridge South – First Addition)
 - E. 1st & 2nd Reading, Emergency Bill #6207, Request from Tanner Street Church for the Abandonment of 10' Alley Located between Tract 1 and Tract 2 of Out-Block 28
 - F. 1st Reading, Bill #6198, Rename Felker Street to Lincoln
 - G. Authorize Purchase of Road Salt
 - H. Authorization to Execute Agreement with Missouri Department of Conservation for Management of Complex Lake
 - I. Other Items As May Be Determined During the Course of the Meeting
- VII. ADJOURNMENT INTO EXECUTIVE SESSION

Personnel (RSMo 610.021(3))

VIII. ADJOURNMENT

Dated this 23rd day of September 2020

Rhonda Council

Rhonda Council, City Clerk

Council Letter

Date of Meeting: September 28, 2020

Originating Department: City Manager

To the Mayor and City Council:

Subject: Ground Lease for BMU Water Plant

Attachment(s):

1. Bill 6208
2. Draft Ground Lease

Action Options:

1. First reading, Bill 6208
2. Other Action Council May Deem Necessary

Background:

In February 2019, the BMU Board was given a presentation on financing options from representatives of Piper Jaffrey and Gilmore & Bell. From that presentation, the Board determined that the best financing option for a new water plant was to use Certificates of Purchase (COP). The COP requires the land on which the water plant is sited to be part of the collateral for the financing. Since the land is titled in the City of Sikeston's name, this Ground Lease document leases the land to the BMU for the term of the financing, so that it may be used for collateral. It is necessary to finance the plant, and when the plant is paid for the lease expires.

AN ORDINANCE AUTHORIZING THE CITY OF SIKESTON, MISSOURI TO ENTER INTO A GROUND LEASE WITH THE BOARD OF MUNICIPAL UTILITIES OF THE CITY OF SIKESTON, MISSOURI; AND APPROVING CERTAIN ACTIONS IN CONNECTION THEREWITH.

WHEREAS, the Board of Municipal Utilities of the City of Sikeston, Missouri (the "Board") is a separate operating unit of the City of Sikeston, Missouri (the "City") with full lawful power and authority to exercise all the powers and duties possessed by the City to construct, acquire, expand and operate utility systems in the City and to do any and all acts or things that are necessary, convenient or desirable in order to operate, maintain, enlarge, extend, preserve and promote an orderly, economic and business-like administration of said systems; and

WHEREAS, the Board desires to finance and/or refinance the purchase of land, the construction of wells for water supply, the construction of a new water treatment plant, the painting of an existing water tower, the demolition of an existing water tower, the installation and implementation of advance metering infrastructure (AMI) for the water system, and other related and necessary capital improvements to the water system, including the costs of all associated design, engineering and feasibility studies related thereto (collectively, the "Project"); and

WHEREAS, the City owns fee simple title to certain real estate upon which the new water treatment plant to be constructed as part of the Project will be located (together with any improvements located or to be located thereon, the "Leased Property"); and

WHEREAS, in order to obtain funds to pay the costs of the Project, the Board intends to enter into a lease purchase transaction resulting in the delivery of Certificates of Participation (Board of Municipal Utilities of the City of Sikeston, Missouri, Lessee), Series 2020 (the "Series 2020 Certificates"), pursuant a Declaration of Trust dated as of November 1, 2020, executed by U.S. Bank, National Association, as trustee, setting forth the terms of the Series 2020 Certificates, the security therefor and other terms with respect to the Series 2020 Certificates, all subject to approval by the Board; and

WHEREAS, in order to facilitate the foregoing and provide security for the Series 2020 Certificates, it is necessary and desirable for the City to lease the Leased Property to the Board pursuant to a Ground Lease, in substantially the form attached hereto as **Exhibit A** (the "Ground Lease"), upon the terms and conditions set forth therein.

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

Section I. The City is hereby authorized to enter into the Ground Lease, in substantially the form presented to and approved by the City Council and attached to this Ordinance, with such changes therein as shall be approved by the officials of the City executing such document, such officials' signatures thereon being conclusive evidence of their approval thereof. The Mayor is hereby authorized to execute the Ground Lease for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized to attest to and affix the seal of the City to the Ground Lease.

Section II. All actions heretofore taken by the officers, agents and employees of the City in connection with the transaction contemplated by this Ordinance are hereby ratified and confirmed. The Mayor, the City Manager, the City Clerk and other officers and representatives of the City, are hereby authorized and directed to take such actions, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the Ground Lease the other documents authorized or approved hereby.

Section III. Severability: The sections of this Ordinance shall be severable. If any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections shall remain valid, unless the court finds that: (a) the valid sections are so essential to and inseparably connected with and dependent upon the void section that it cannot be presumed that the City has or would have enacted the valid sections without the void ones and (b) the valid sections, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent. The invalid provision shall be omitted and this Ordinance shall be amended to the extent possible to conform to the original intent of the City.

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

Section V. Record of Passage

A. Bill Number 6208 was introduced and read the first time this 28th day of September 2020.

B. Bill Number 6208 was read the second time and discussed on this 5th day of October 2020 and was voted as follows:

Self _____, Evans _____, Settles _____,
Merideth _____, Sparks _____, Williams _____,
and Burch _____
thereby being _____ and becoming ordinance 6208.

C. Ordinance 6208 shall be in full force and effect from and after November 4, 2020.

Steven Burch, Mayor

Approved as to form
Tabatha Thurman, City Counselor

Seal / Attest:

Rhonda Council, City Clerk

EXHIBIT A

GROUND LEASE

[On file with the City Clerk.]

GILMORE & BELL, P.C.
DRAFT – SEPTEMBER 22, 2020
FOR DISCUSSION PURPOSES ONLY

(The above space is reserved for Recorder's Certification.)

TITLE OF DOCUMENT:	GROUND LEASE
DATE OF DOCUMENT:	November 1, 2020
GRANTOR:	CITY OF SIKESTON, MISSOURI
GRANTOR'S MAILING ADDRESS:	105 East Center Street Sikeston, Missouri 63801
GRANTEE:	BOARD OF MUNICIPAL UTILITIES OF THE CITY OF SIKESTON, MISSOURI
GRANTEE'S MAILING ADDRESS:	107 East Malone, P.O. Box 370 Sikeston, Missouri 63801
RETURN DOCUMENTS TO:	Shannon W. Creighton, Esq. Gilmore & Bell, P.C. 211 North Broadway, Suite 2000 St. Louis, Missouri 63102
LEGAL DESCRIPTION:	See Exhibit A

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GROUND LEASE

THIS GROUND LEASE (the “Ground Lease”), dated November 1, 2020, is being entered into by and between the **CITY OF SIKESTON, MISSOURI** (the “City”), as grantor and lessor, and the **BOARD OF MUNICIPAL UTILITIES OF THE CITY OF SIKESTON, MISSOURI** (the “Board”), as grantee and lessee.

RECITALS

1. The City is a home rule charter city organized and validly existing under the laws of the State of Missouri with full lawful power and authority to enter into this Ground Lease.

2. The Board is a separate operating unit of the City with full lawful power and authority to enter into this Ground Lease and to exercise all the powers and duties possessed by the City to construct, acquire, expand and operate utility systems in the City and to do any and all acts or things that are necessary, convenient or desirable in order to operate, maintain, enlarge, extend, preserve and promote an orderly, economic and business-like administration of said systems.

3. The Board desires to finance and/or refinance the purchase of land, the construction of wells for water supply, the construction of a new water treatment plant, the painting of an existing water tower, the demolition of an existing water tower, the installation and implementation of advance metering infrastructure (AMI) for the water system, and other related and necessary capital improvements to the water system, including the costs of all associated design, engineering and feasibility studies related thereto (collectively, the “Project”).

4. The City owns fee simple title to the real estate described on **Exhibit A** attached hereto, upon which the new water treatment plant to be constructed as part of the Project will be located (together with any improvements located or to be located thereon, the “Leased Property”).

5. In order to obtain funds to pay the costs of the Project, the Board intends to enter into a lease purchase transaction resulting in the delivery of Certificates of Participation (Board of Municipal Utilities of the City of Sikeston, Missouri, Lessee), Series 2020 (the “Series 2020 Certificates”), pursuant a Declaration of Trust dated as of November 1, 2020 (the “Declaration of Trust”), executed by U.S. Bank, National Association, as trustee (the “Trustee”), setting forth the terms of the Series 2020 Certificates, the security therefor and other terms with respect to the Series 2020 Certificates, all subject to approval by the Board.

6. In order to facilitate the foregoing and provide security for the Series 2020 Certificates, it is necessary and desirable for the City to lease the Leased Property to the Board pursuant to this Ground Lease upon the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, the City and the Board hereby covenant and agree as follows:

Section 1. Representations by the City. The City represents, warrants and covenants as follows:

(a) The City is a charter city and political subdivision organized and existing under the laws of the State of Missouri and its charter.

(b) The lease of the Leased Property by the City to the Board as provided herein is necessary, desirable and in the public interest.

(c) The City, pursuant to an ordinance adopted by its governing body, has full power and authority to enter into the transactions contemplated by this Ground Lease and to carry out its obligations hereunder, and has been duly authorized to execute and deliver this Ground Lease and by proper action has duly authorized the execution and delivery of this Ground Lease.

(d) To the knowledge of the City Council, neither the execution and delivery of this Ground Lease, nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the material terms, conditions or provisions of any restriction or any agreement or instrument to which the City is now a party or by which the City is bound.

(e) The City has good and marketable fee title to the Leased Property, subject to the Permitted Encumbrances (as defined in **Section 2**). To the knowledge of the City Council, the Leased Property is not subject to any dedication, easement, right-of-way, reservation in patent, covenant, condition, restriction, lien or encumbrance that would prohibit or materially interfere with the use of the Leased Property as contemplated herein.

(f) The Leased Property is currently exempt from property taxes. All lawful assessments or impositions of any kind with respect to the Leased Property that are currently due and payable, if any, have been paid in full.

(g) The uses of the Leased Property, both current and anticipated, are authorized by the City's zoning regulations.

(h) To the knowledge of the City Council, the City has not made, done, executed or suffered, and warrants that it will not make, do, execute or suffer, any act or thing whereby the City's interests in any property now or hereafter included in the Leased Property will be or may be impaired, changed or encumbered in any manner whatsoever except as permitted by this Ground Lease.

(i) There is no proceeding pending, or to the knowledge of the City Council threatened, in any court or before any governmental authority or arbitration board or tribunal challenging the validity of the proceedings of the governing body of the City authorizing this Ground Lease or the power or authority of the City to enter into this Ground Lease or the validity or enforceability of this Ground Lease or that, if adversely determined, would adversely affect the transactions contemplated by this Ground Lease or the interest of the City under this Ground Lease.

Section 2. Representations by the Board. The Board represents, warrants and covenants as follows:

(a) The Board is a separate operating unit of the City organized and existing under the laws of the State of Missouri and the City's charter.

(b) The lease of the Leased Property by the City to the Board as provided herein is necessary, desirable and in the public interest.

(c) The Board, pursuant to a resolution adopted by its governing body, has full power and authority to enter into the transactions contemplated by this Ground Lease and to carry out its obligations hereunder, and has been duly authorized to execute and deliver this Ground Lease and by proper action has duly authorized the execution and delivery of this Ground Lease.

(d) To the knowledge of the Board, neither the execution and delivery of this Ground Lease, nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the material terms, conditions or provisions of any restriction or any agreement or instrument to which the Board is now a party or by which the Board is bound.

(e) There is no proceeding pending, or to the knowledge of the Board threatened, in any court or before any governmental authority or arbitration board or tribunal challenging the validity of the proceedings of the governing body of the Board authorizing this Ground Lease or the power or authority of the Board to enter into this Ground Lease or the validity or enforceability of this Ground Lease or that, if adversely determined, would adversely affect the transactions contemplated by this Ground Lease or the interest of the Board under this Ground Lease.

Section 3. Lease.

(a) The City hereby leases to the Board, and the Board hereby rents and leases from the City, the Leased Property, subject to Permitted Encumbrances, on the terms and conditions hereinafter set forth.

(b) The term "Permitted Encumbrances" means, as of any particular time, (i) liens for taxes and assessments not then delinquent; (ii) this Ground Lease, the Base Lease (as defined in **Section 5**), the Lease (as defined in **Section 5**), the Declaration of Trust and any financing statements naming the Board as debtor and naming the Trustee as secured party now or hereafter filed to perfect the security interests granted by the Declaration of Trust, this Ground Lease, the Base Lease or the Lease; (iii) utility, access and other easements and rights-of-way, restrictions, exceptions and encumbrances that will not materially interfere with or materially impair the Leased Property; (iv) such minor defects, irregularities, encumbrances, easements, mechanics' liens, rights-of-way and clouds on title as normally exist with respect to property similar in character to the Leased Property and (A) as do not, in the opinion of the Board certified in writing to the Trustee, materially impair the property affected thereby for the purpose for which it was acquired or is held by the Trustee or the Board, or (B) are adequately insured against by a title insurance policy; or (v) the exceptions shown in the title insurance policy issued in connection with the Series 2020 Certificates.

Section 4. Term. The term of this Ground Lease will commence as of the date of the delivery hereof, and will end on September 1, 2070, unless the term is sooner terminated as hereinafter provided in **Section 6**. Upon the payment in full of the Series 2020 Certificates, all of the Board's rights, title and interest in the Leased Property under this Ground Lease shall revert to the City without the requirement of any action by the City or the Board.

Section 5. Rental. As and for rental hereunder and in consideration for the leasing of the Leased Property to the Board, the Board will simultaneously with the delivery of this Ground Lease, pay to

the City the sum of \$10.00 and, following receipt by the Board of the net proceeds of the sale of the Series 2020 Certificates, cause the completion of the Project (subject to the terms of the Lease).

Section 6. Subleases; Assignments; Series 2020 Certificates as Limited Obligations.

(a) The parties acknowledge that in order to obtain funds to pay the costs of the Project, contemporaneously herewith, the Board and the Trustee will execute (i) a Base Lease (the "Base Lease"), whereby the Board, as lessor, will sublease the Leased Property to the Trustee, as lessee, for a term corresponding with the term of this Ground Lease and (ii) an annually-renewable Lease Purchase Agreement (the "Lease"), pursuant to which the Trustee, as lessor, will lease the Leased Property back to the Board, as lessee, on a year-to-year basis. The Series 2020 Certificates evidence proportionate interests of the owners thereof in basic rent payments to be made by the Board under the Lease. The Lease includes the option of the Board, upon payment of the specified purchase price, to purchase the Trustee's interest in the Leased Property.

(b) It is intended that the Trustee will hold the Base Lease and its rights thereunder for the benefit of the owners of the Series 2020 Certificates. The Trustee may assign the Base Lease and its rights thereunder or lease or sublease the Leased Property without the written consent of the City (i) in connection with any assignment of its rights under the Lease, (ii) if the Lease is terminated for any reason, or (iii) if an event of default or an event of non-appropriation under the Lease has occurred.

(c) The Series 2020 Certificates and the interest thereon shall be limited obligations, payable solely out of the rents, revenues and receipts received by the Trustee from the Board pursuant to the Lease. The City shall not in any event be liable for the payment of basic rent payments under the Lease, the principal of, redemption premium, if any, or interest on the Series 2020 Certificates or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever that may be undertaken by the Board. No breach by the Board of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the City or any charge upon its general credit or against its taxing power. The delivery of the Series 2020 Certificates shall not, directly, indirectly or contingently, obligate the City to levy any form of taxation therefor or to make any appropriation for their payment.

Section 7. Termination.

(a) This Ground Lease will terminate upon the completion of the term set forth in **Section 3** hereof. However, if the Board pays the purchase price or all of the basic rent payments provided for in the Lease and exercises its option to purchase the Trustee's interest in the Leased Property pursuant to the Lease (which is expected to occur on September 1, 2050, subject to earlier prepayment pursuant to the terms of the Lease), then the Base Lease and the Lease will be terminated and this Ground Lease will be considered assigned to the City and terminated through merger of the leasehold interest hereunder with the fee interest of the City if the City is the owner of the fee interest at that time.

(b) If an event of default under the Lease occurs or if the Board terminates the Lease pursuant to the terms of the Lease, the Trustee will have the right to possession of the Leased Property for the remainder of the term of the Base Lease and this Ground Lease and will have the right to sublease the Leased Property or sell its interest in the Leased Property and the Base Lease upon whatever terms and conditions it deems prudent for the term of this Ground Lease.

Section 8. Default. Notwithstanding any default by the Board hereunder, the City may not exclude the Board from the Leased Property or take possession of the Leased Property or terminate this Ground Lease prior to the expiration of its term as set forth in **Section 3** hereof. However, if, upon the exercise of the Board's option to purchase the Trustee's interest in the Leased Property under the Lease,

after the payment of the purchase price specified therein and other sums payable under the Lease and the termination of the Base Lease and the Lease, the Board fails to convey its interest in the Leased Property to the City, then the City will have the right to terminate this Ground Lease, such termination to be effective 30 days after delivery of written notice of such termination to the Board. In the event of any default by the Board hereunder, the City may maintain an action for damages or, if permitted in equity, for specific performance. In no event will the Board be liable for consequential or punitive damages.

Section 9. Quiet Enjoyment. At all times during the term of this Ground Lease, the Board will peaceably and quietly have, hold and enjoy all of the Leased Property, subject to the rights of the Trustee under the Base Lease and the Lease.

Section 10. No Merger. No union of the interests of the City and the Board herein will result in a merger of this Ground Lease and the title to the Leased Property, except as described in **Section 5** hereof.

Section 11. Taxes and Assessments. The City covenants and agrees to pay any and all lawful assessments of any kind or character and all taxes lawfully levied or assessed upon the Leased Property.

Section 12. Covenants Regarding Environmental Matters. The Board covenants and agrees that it will carry on the business and operations at the Leased Property in a manner that complies in all respects, and will remain in compliance, with all applicable federal, state, county, regional, City or local laws, statutes, rules, orders, regulations or ordinances, concerning public health, safety, hazardous substances or the environment.

Section 13. Waiver of Personal Liability.

(a) All obligations or liabilities under this Ground Lease on the part of the Board are solely obligations or liabilities of the Board as a separate operating unit of the City, and, to the extent permitted by law, the City hereby releases each and every director, officer, agent or employee of the Board of and from any personal or individual liability under this Ground Lease. No director, officer, agent or employee of the Board will at any time or under any circumstances be individually or personally liable under this Ground Lease for anything done or omitted to be done by the Board hereunder.

(b) All obligations or liabilities under this Ground Lease on the part of the City are solely obligations or liabilities of the City as a political subdivision, and, to the extent permitted by law, the Board hereby releases each and every official, commissioner, member, employee or agent of the City of and from any personal or individual liability under this Ground Lease. No official, commissioner, member, employee or agent of the City will at any time or under any circumstances be individually or personally liable under this Ground Lease for anything done or omitted to be done by the City hereunder.

Section 14. Eminent Domain; Title Insurance. So long as the Series 2020 Certificates are outstanding, if the whole or any part of the Leased Property is taken by eminent domain proceedings, the interest of the Board is required to be recognized. The City hereby assigns to the Board its interest in any condemnation award or title insurance proceeds respecting the Leased Property to the extent necessary to provide for the payment of the Series 2020 Certificates and to discharge the Declaration of Trust in accordance with the terms thereof. Any proceeds from said title insurance will be deposited with the Trustee and used to pay principal of and interest on the Series 2020 Certificates and to discharge the Declaration of Trust to the extent required and, thereafter, any excess will be paid to the City.

Section 15. Insurance Required.

(a) The Board will, during the Lease Term, cause the Leased Property to be kept continuously insured against such risks customarily insured against for facilities such as the Leased Property and will pay (except as otherwise provided herein), as the same become due, all premiums in respect thereof, such insurance to include the following policies of insurance:

(1) Insurance insuring the Leased Property against loss or damage by fire, lightning and all other risks covered by the extended coverage insurance endorsement then in use in the State in an amount not less than the Series 2020 Certificates then-outstanding and issued by such insurance company or companies authorized to do business in the State as may be selected by the Board. The policy or policies of such insurance will name the City, the Board and the Trustee as insureds, and the Trustee as special loss payee, as their respective interests may appear. All proceeds from such policies of insurance will be deposited with the Trustee and used to pay principal of and interest on the Series 2020 Certificates and to discharge the Declaration of Trust to the extent required and, thereafter, any excess will be paid to the City.

(2) Comprehensive general accident and public liability insurance (including coverage for all losses whatsoever arising from the ownership, maintenance, operation or use of any automobile, truck or other motor vehicle), under which the City, the Board and the Trustee are named as insureds, in an amount not less than the limits of liability set by Section 537.610 of the Revised Statutes of Missouri, as amended (subject to reasonable loss deductible clauses).

(3) Workers' compensation and unemployment coverages to the extent, if any, required by the laws of the State.

Notwithstanding subsection (d) below, the insurance required pursuant to this subsection shall be maintained with an insurance company selected by the Board with a rating of at least "A" by A.M. Best or S&P Global Ratings, its successors and assigns, or if that entity no longer performs the functions of a municipal securities rating agency any other nationally recognized securities rating agency designated by the Board with notice to the City.

(b) Not less than 15 days prior to the expiration dates of the expiring policies, originals or copies of the policies required by this Section or certificates evidencing such insurance will be delivered by the Board to the City showing continuation of the expiring policies. All policies of such insurance, and all renewals thereof, will contain a provision that such insurance may not be cancelled by the issuer thereof without at least 30 days' written notice to the Board and the City (except that policies may be cancelled after at least 10 days' written notice if cancellation is due to a failure to pay a policy premium).

(c) Nothing in this Lease will be construed as preventing the Board from satisfying the insurance requirements herein set forth by using blanket policies of insurance or self-insurance provided each and all of the requirements and specifications of this Ground Lease respecting insurance are complied with.

(d) The Board may elect to be self-insured (for liability only) for all or any part of the foregoing requirements of this Section if (i) the Board maintains a separate segregated self-insurance trust fund funded in an amount determined (initially and on at least an annual basis) by an independent actuary employing

accepted actuarial techniques, and (ii) the Board establishes and maintains a claims processing and risk management program. No later than 120 days after the end of each fiscal year, the Board shall cause an independent actuary to submit a written report to the City setting forth a determination, employing accepted actuarial techniques, of an adequate amount of reserves to be maintained in the Board's self-insurance trust fund. The Board shall immediately deposit any amount necessary to cause the self-insurance trust fund to be funded in the amount determined by the actuary. The Board may not self-insure against casualty losses to any real or personal property owned, leased or used by it, including plant, property and equipment.

Section 16. Release and Indemnification.

(a) To the extent permitted by law, the Board will indemnify, protect, hold harmless, save and keep the City harmless from and against any and all liability, obligation, loss, claim, tax (other than income taxes or other taxes or payments that are received by the City in its individual capacity) and damage whatsoever and all expenses in connection therewith (including, without limitation, attorneys' fees and expenses) that are not caused by the negligence or willful misconduct of the City, its agents, directors, attorneys or employees arising out of or as the result of (i) the entering into this Ground Lease, the Base Lease, the Lease or the Declaration of Trust, (ii) injury, actual or claimed, of whatsoever kind or character, to property or persons, occurring or allegedly occurring in, on or about the Leased Property during the term of this Ground Lease, and/or (iii) the breach of any covenant by the Board herein or any material misrepresentation by the Board contained herein; provided that (A) the Board may conduct the City's defense through counsel designated by the Board and approved by the City, which approval shall not be unreasonably withheld, and (B) the City may retain separate counsel, at the expense of the Board, if counsel selected by the Board fails to actively and competently pursue a defense or if the rules of ethics governing conflicts of interest require the employ of separate counsel. The indemnification arising under this Section will continue in full force and effect notwithstanding the termination of this Ground Lease for any reason.

(b) All indemnification provisions applicable to the Board in this Lease shall be to the extent permitted by law, and by the execution and performance of this Ground Lease, the Board does not intend to, nor shall it be deemed to have waived or relinquished any immunity or defense on behalf of itself, its councilmembers, officers, directors, employees, agents, servants, successors or assigns.

Section 17. Partial Invalidity. If any one or more of the terms, provisions, covenants or conditions of this Ground Lease is to any extent declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Ground Lease will be affected thereby, and each provision of this Ground Lease will be valid and enforceable to the fullest extent permitted by law.

Section 18. Notices. All written notices to be given under this Ground Lease will be given by registered or certified mail with postage prepaid to the party entitled thereto addressed as follows:

City of Sikeston, Missouri
105 East Center Street
Sikeston, Missouri 63801

Board of Municipal Utilities of the City of Sikeston, Missouri
107 East Malone, P.O. Box 370
Sikeston, Missouri 63801

Section 19. Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Ground Lease.

Section 20. Amendments, Changes and Modifications; Third-Party Beneficiary. This Ground Lease may not be effectively amended, changed, modified, altered or supplemented except with the written consent of the Board, the City and the Trustee. The Parties acknowledge and agree that the Trustee is a third party beneficiary to this Agreement and shall have a separate and independent right to enforce the obligations set forth in this Ground Lease.

Section 21. Applicable Law. This Ground Lease will be governed by and construed in accordance with the laws of the State of Missouri.

Section 22. Execution. This Ground Lease may be executed in any number of counterparts, each of which will be deemed to be an original but all together will constitute but one and the same Ground Lease. It is also agreed that separate counterparts of this Ground Lease may be executed by the City and the Board, all with the same force and effect as though the same counterpart had been executed by both the City and the Board.

Section 23. Successors. This Ground Lease will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 24. Complete Agreement. This written agreement is a final expression of the agreement between the parties hereto and such agreement may not be contradicted by evidence of any prior oral agreement or of a contemporaneous oral agreement between the parties hereto. No unwritten oral agreement between the parties exists.

Section 25. Electronic Transactions. The parties agree that the transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents will be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Board and the City have caused this Ground Lease to be signed by their respective officers hereunto duly authorized, all as of the day and year first above written.

CITY OF SIKESTON, MISSOURI, as
Grantor and Lessor

By: _____
Name: Steven H. Burch
Title: Mayor

(Seal)

ATTEST:

Name: Rhonda Council
Title: City Clerk

ACKNOWLEDGMENT

STATE OF MISSOURI)
) **SS.**
COUNTY OF SCOTT)

On this _____ day of _____, 2020, before me, the undersigned, a Notary Public, appeared **STEVEN H. BURCH**, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the **CITY OF SIKESTON, MISSOURI**, a home rule charter city and political subdivision organized and existing under the laws of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said city, and that said instrument was signed and sealed on behalf of said city by authority of its City Council, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said city.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

Printed Name: _____
Notary Public in and for said State
Commissioned in _____

(SEAL)

My commission expires: _____

[Ground Lease]

**BOARD OF MUNICIPAL UTILITIES OF
THE CITY OF SIKESTON, MISSOURI,**
as Grantee and Lessee

By: _____
Name: Rick Landers
Title: General Manager

ACKNOWLEDGMENT

STATE OF MISSOURI)
) **SS.**
COUNTY OF SCOTT)

On this 13th day of October, 2020, before me, the undersigned, a Notary Public, appeared **RICK LANDERS**, to me personally known, who, being by me duly sworn, did say that he is the General Manager of the **BOARD OF MUNICIPAL UTILITIES OF THE CITY OF SIKESTON, MISSOURI**, a separate operating unit of the City of Sikeston, Missouri, and that said instrument was signed on its behalf by authority of the Board, and said official acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

Shannon Walsh Creighton
Notary Public - State of Missouri
Commissioned in St. Louis County

(SEAL)

My commission expires: September 4, 2021.

[Ground Lease]

EXHIBIT A

LEGAL DESCRIPTION OF THE LEASED PROPERTY

The following described real estate situated in County of New Madrid, Missouri, together with all improvements now or hereafter situated thereon:

A tract or parcel of land lying in and being a part of U.S.P.S. NO. 627, Township 25 North, Range 14 East, New Madrid County, Missouri and lying East of U.S. Highway 61 and being more fully described by metes and bounds as follows: Commencing at the Northeast Corner of U.S.P.S. NO. 627, Township 25 North, Range 14 East, New Madrid County, Missouri; Thence S.81°05'21"W. on and along the North Line of said U.S.P.S. NO. 627 a distance of 3021.70 Feet; Thence S.09°17'57"E. A distance of 1584.58 Feet to the Point of Beginning; Thence S.09°41'13"E. A distance of 871.24 feet to the South Line of said U.S.P.S. NO. 627; Thence S.81°32'39"W. On and along the South Line of said U.S.P.S. NO. 627 a distance of 3013.63 Feet to the East R/W Line of U. S. Highway 61; Thence N.09°06'59"W. On and along the East R/W Line of U.S. Highway 61 a distance of 822.45 Feet; Thence N.80°37'00"E. A distance of 3004.79 Feet to the point of beginning. Containing in all 58.50 acres, more or less. Subject to all easements, if any, affecting the same.

Council Letter

Date of Meeting: 20-09-28

Originating Department: Department of Community Development

To the Mayor and City Council:

Subject: 1st Reading, Bill # 6204, Authorization to Annex 8.227 Acres

Attachment(s):

1. Bill # 6204
2. Plat

Action Options:

1. 1st Reading and Briefing only. Council action will be requested on October 5, 2020.
2. Other action Council may deem appropriate

Background:

Staff received a request from Waters Engineering on behalf of Saddleridge South, LLC, to annex a tract of land consisting of approximately 8.227 acres of property which generally lies along the west side of S. Illinois Ave and South of Ables Rd, Scott County, Missouri.

The Planning and Zoning committee met September 22, 2020 and passed a favorable recommendation to approve the rezoning request.

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6204 PROVIDING FOR APPROVAL TO ANNEX A TRACT OF LAND WHICH GENERALLY LIES ALONG THE WEST SIDE OF S. ILLINOIS AND SOUTH OF ABLES RD AN ADJACENT, UNINCORPORATED AREA INTO THE CITY OF SIKESTON, MISSOURI.

WHEREAS, a verified Petition, signed by all owners of the real estate described below and requesting annexation of the area into the City of Sikeston, Missouri, was filed with the City Clerk; and

WHEREAS, the real estate is adjacent and contiguous to the present corporate limits of the City of Sikeston, Missouri; and

WHEREAS, a public hearing concerning this matter was held at the City Hall Council Chambers in the City of Sikeston, Missouri, at 4:00 p.m. on September 22; and

WHEREAS, notice of this public hearing was published on 9/4/2020; in the Standard Democrat, a daily newspaper of general circulation in the County of Scott, Missouri; and

WHEREAS, at the public hearing, all interested persons, corporations, and political subdivisions were afforded the opportunity to present evidence regarding the proposed annexation; and

WHEREAS, no written objection to the proposed annexation was filed with the City Council of the City of Sikeston, Missouri, within fourteen (14) days after the public hearing; and

WHEREAS, the City Council of the City of Sikeston, Missouri, does find and determine that the annexation is reasonable and necessary to the proper development of the City; and

WHEREAS, the City of Sikeston, Missouri, is able to furnish normal municipal services to the area within a reasonable time after annexation; and

WHEREAS, the City Council of the City of Sikeston, Missouri, finds that it is in the best interest of the City and its citizens to annex the property described in the verified Petition.

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

SECTION I: Pursuant to § 71.012, RSMo 2013, the following described real estate is hereby annexed into the City of Sikeston, Missouri, to-wit:

See Exhibit "A" which is attached hereto and incorporated by reference.

SECTION II: The boundaries of the City of Sikeston, Missouri, are hereby altered so as to encompass the above-described tract of land lying adjacent and contiguous to the present corporate limits.

SECTION III. The City Clerk of the City of Sikeston, Missouri, is hereby ordered to cause three (3) certified copies of this Ordinance to be filed with the Scott County Clerk.

SECTION IV. The City Engineer, the City Planner, and other pertinent City personnel are hereby authorized and directed to conform all maps, directories, drawings, plats and other appropriate documents to the altered corporate limits of the City of Sikeston, Missouri, as herein provided.

SECTION V. All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed insofar as they do conflict.

SECTION VI: Record of Passage:

A. Bill Number 6204 was introduced and read the first time this 28th day of September, 2020.

B. Bill Number 6204 was read the second time and discussed on this 5th day of October, 2020, and was voted as follows:

Self _____, Evans _____, Settles _____,

Merideth _____, Sparks _____, Williams _____.

and Burch_____

thereby being _____, and becoming ordinance 6204.

C. Ordinance 6204 shall be in full force and effect from and after November 4, 2020.

Steven Burch, Mayor

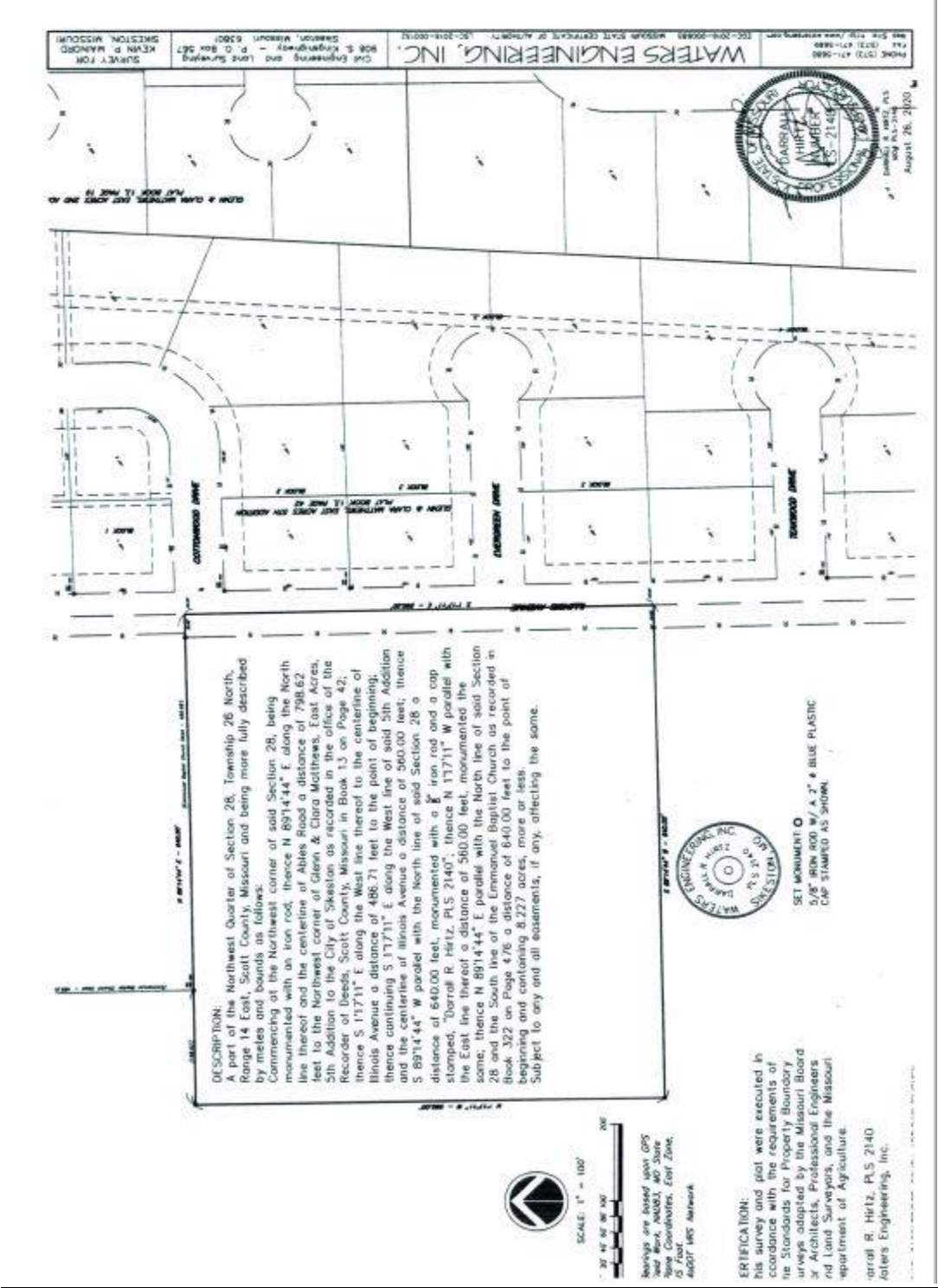
Approved as to form
Tabatha Thurman, City Counselor

Seal / Attest:

Rhonda Council, City Clerk

EXHIBIT “A”

A part of the Northwest Quarter of Section 28, Township 26 North, Range 14 East, Scott County, Missouri and being more fully described by metes and bounds as follows: Commencing at the Northwest corner of said Section 28, being monumented with an iron rod; thence N 89°14'44" E along the North line thereof and the centerline of Ables Road a distance of 798.62 feet to the Northwest corner of Glenn & Clara Matthews, East Acres, 5th Addition to the City of Sikeston as recorded in the office of the Recorder of Deeds, Scott County, Missouri in Book 13 on Page 42; thence S 1°17'11" E along the West line thereof to the centerline of Illinois Avenue a distance of 486.71 feet to the point of beginning; thence continuing S 1°17'11" E along the West line of said 5th Addition and the centerline of Illinois Avenue a distance of 560.00 feet; thence S 89°14'44" W parallel with the North line of said Section 28 a distance of 640.00 feet, monumented with a 5/8" iron rod and a cap stamped, "Darrall R. Hirtz, PLS 2140", thence N 1°17'11" W parallel with the East line thereof a distance of 560.00 feet, monumented the same; thence N 89°14'44" E parallel with the North line of said Section 28 and the South line of the Emmanuel Baptist Church as recorded in Book 322 on Page 476 a distance of 640.00 feet to the point of beginning and containing 8.227 acres, more or less. Subject to any and all easements, if any, affecting the same.



Council Letter

Date of Meeting: 20-09-28

Originating Department: Department of Community Development

To the Mayor and City Council:

Subject: 1st Reading, Bill # 6205, Authorization to Rezone from AG to R-1

Attachment(s):

1. Bill # 6205
2. Plat

Action Options:

1. 1st Reading and Briefing only. Council action will be requested on October 5, 2020.
2. Other action Council may deem appropriate

Background:

Staff received a request from Waters Engineering on behalf of Saddleridge South, LLC, to rezone a tract of land consisting of approximately 8.227 acres of property which generally lies along the west side of S. Illinois Ave and south of Ables Rd, Scott County, Missouri from "AG" Agricultural to "R-1" Single Family Residential.

The Planning and Zoning committee met September 22, 2020 and passed a favorable recommendation to approve the rezoning request.

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6205 PROVIDING FOR THE REZONING FROM "AG" AGRICULTURAL TO "R-1" SINGLE FAMILY RESIDENTIAL THE FOLLOWING DESCRIBED REAL ESTATE TO-WIT: 8.227 ACRES WHICH LIES ALONG THE WEST SIDE OF S ILLINOIS AVE AND SOUTH OF ABLES ROAD, SCOTT COUNTY, MISSOURI.

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

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

SECTION II: The Planning and Zoning Commission met on September 22, 2020 and voted to approve the rezoning from "AG" Agricultural to "R-1" Single Family Residential the following described real estate to-wit: "A part of the Northwest Quarter of Section 28, Township 26 North, Range 14 East, Scott County, Missouri and being more fully described by metes and bounds as follows: Commencing at the Northwest corner of said Section 28, being monumented with an iron rod; thence N 89°14'44" E along the North line thereof and the centerline of Ables Road a distance of 798.62 feet to the Northwest corner of Glenn & Clara Matthews, East Acres, 5th Addition to the City of Sikeston as recorded in the office of the Recorder of Deeds, Scott County, Missouri in Book 13 on Page 42; thence S 1°17'11" E along the West line thereof to the centerline of Illinois Avenue a distance of 486.71 feet to the point of beginning; thence continuing S 1°17'11" E along the West line of said 5th Addition and the centerline of Illinois Avenue a distance of 560.00 feet; thence S 89°14'44" W parallel with the North line of said Section 28 a distance of 640.00 feet, monumented with a 5/8" iron rod and a cap stamped, "Darrall R. Hirtz, PLS 2140", thence N 1°17'11" W parallel with the East line thereof a distance of 560.00 feet, monumented the same; thence N 89°14'44" E parallel with the North line of said Section 28 and the South line of the Emmanuel Baptist Church as recorded in Book 322 on Page 476 a distance of 640.00 feet to the point of beginning and containing 8.227 acres, more or less. Subject to any and all easements, if any, affecting the same."

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

SECTION IV: The above tract of land is hereby rezoned from "AG" Agricultural to "R-1" Single Family Residential.

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

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

SECTION VII: Record of Passage

- A. Bill Number 6205 was introduced and read the first time this 28th day of September 2020.
- B. Bill Number 6205 was read the second time and discussed on this 5th day of October 2020 and was voted as follows:

Self _____, Evans _____, Settles _____,
Merideth _____, Sparks _____, Williams _____,
and Burch _____
thereby being _____, and becoming ordinance 6205.

- C. Ordinance 6205 shall be in full force and effect from and after November 4, 2020.

Steven Burch, Mayor

Approved as to form
Tabatha Thurman, City Counselor

Seal / Attest:

Rhonda Council, City Clerk

Council Letter

Date of Meeting: 20-09-28

Originating Department: Department of Community Development

To the Mayor and City Council:

Subject: 1st Reading, Bill # 6206, Subdivision of Saddleridge South 1st Addition

Attachment(s):

1. Bill # 6206
2. Plat

Action Options:

1. 1st Reading and Briefing only. Council action will be requested on October 5, 2020.
2. Other action Council may deem appropriate

Background:

Staff received a request from Waters Engineering on behalf of Saddleridge South, LLC for the approval of a proposed subdivision (Saddleridge South – First Addition) which consists of approximately 8.227 acres of property which generally lies along the west side of S. Illinois Ave and south of Ables Rd, Scott County, Missouri.

The Planning and Zoning committee met September 22, 2020 and passed a favorable recommendation to approve the rezoning request.

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6206 PROVIDING FOR THE APPROVAL OF SUBDIVIDING A 8.227 ACRE TRACT OR PARCEL OF LAND BEING KNOWN AS SADDLERIDGE SOUTH 1ST ADDITION, WHICH GENERALLY LIES ALONG THE WEST SIDE OF S. ILLINOIS AVE AND SOUTH OF ABLES RD, SCOTT COUNTY, MISSOURI.

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

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

SECTION II: The Planning and Zoning Commission met on September 22, 2020 and voted to approve the subdividing of a tract or parcel of land the plat of which is attached hereto, marked Exhibit "A" and incorporated by reference and legally described as follows and known as Saddleridge South, 1st Addition:

"A part of the Northwest Quarter of Section 28, Township 26 North, Range 14 East, Scott County, Missouri and being more fully described by metes and bounds as follows: Commencing at the Northwest corner of said Section 28, being monumented with an iron rod; thence N 89°14'44" E along the North line thereof and the centerline of Ables Road a distance of 798.62 feet to the Northwest corner of Glenn & Clara Matthews, East Acres, 5th Addition to the City of Sikeston as recorded in the office of the Recorder of Deeds, Scott County, Missouri in Book 13 on Page 42; thence S 1°17'11" E along the West line thereof to the centerline of Illinois Avenue a distance of 486.71 feet to the point of beginning; thence continuing S 1°17'11" E along the West line of said 5th Addition and the centerline of Illinois Avenue a distance of 560.00 feet; thence S 89°14'44" W parallel with the North line of said Section 28 a distance of 640.00 feet, monumented with a 5/8" iron rod and a cap stamped, "Darrall R. Hirtz, PLS 2140", thence N 1°17'11" W parallel with the East line thereof a distance of 560.00 feet, monumented the same; thence N 89°14'44" E parallel with the North line of said Section 28 and the South line of the Emmanuel Baptist Church as recorded in Book 322 on Page 476 a distance of 640.00 feet to the point of beginning and containing 8.227 acres, more or less. Subject to any and all easements, if any, affecting the same."

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

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

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

SECTION VII: Record of Passage

- A. Bill Number 6206 was introduced and read the first time this 28th day of September 2020.
- B. Bill Number 6206 was read the second time and discussed on this 5th day of October 2020 and was voted as follows:

Self _____, Evans _____, Settles _____,
Merideth _____, Sparks _____, Williams _____,
and Burch _____
thereby being _____, and becoming ordinance 6206.

- C. Ordinance 6206 shall be in full force and effect from and after November 4, 2020.

Steven Burch, Mayor

Approved as to form
Tabatha Thurman, City Counselor

Seal / Attest:

Rhonda Council, City Clerk

Council Letter

Date of Meeting: 20-09-28

Originating Department: Department of Community Development

To the Mayor and City Council:

Subject: 1st & 2nd Reading, Emergency Bill # 6207, Request to Vacate 10' Alley – Tanner St Church

Attachment(s):

1. Bill # 6207
2. Plat

Action Options:

1. Approve Bill 6207
2. Other action Council may deem appropriate

Background:

Staff received a request from Tanner Street Church for the abandonment of 10' alley located between Tract 1 and Tract 2 of Out-block 28 in the City of Sikeston, Scott County, Missouri.

The Planning and Zoning committee met September 22, 2020 and passed a favorable recommendation to approve the rezoning request.

BILL Number 6207

ORDINANCE Number 6207

THIS BILL AS APPROVED SHALL BECOME EMERGENCY ORDINANCE NUMBER 6207 PROVIDING FOR THE APPROVAL TO VACATE A 10' ALLEY LOCATED BETWEEN TRACT 1 AND TRACT 2 OF OUTBLOCK 28 IN THE CITY OF SIKESTON, SCOTT COUNTY, MISSOURI.

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

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

SECTION II: The Planning and Zoning Commission met on September 22, 2020 and passed a favorable recommendation to approve the request to vacate a 10' alley, being more fully described by metes and bounds as follows and which is attached hereto, marked Exhibit "A" and incorporated by reference:

"Tract 1: The West 70.35 feet of the following described tract of land; 0.09 of an acre of the Northeast part of Outblock Twenty-Eight (28) of the City of Sikeston, Missouri, and described in metes and bounds as follows: Beginning at an iron pin set for the Northeast corner of said Outblock 28 at the intersection of the South boundary line of Tanner Street and the West boundary line of Taylor Avenue; thence South 82° 36' West along the South boundary line of Tanner Street, a distance of 210.35 feet to an iron pin set at the intersection of the South boundary line of Tanner Street and the East side of an alley and Northwest corner of tract; thence South 12° 51' East along the East boundary line of said alley, a distance of 186.5 feet to an iron pin set for the Southwest corner; thence North 82° 36' East paralleling the North boundary line of Lake Street a distance of 210.35 feet to an iron pin set in the West boundary line of Taylor Avenue for the southeast corner; thence North 12° 51' West along the West boundary line of Taylor Avenue, a distance of 186.5 feet to the northeast corner and place of beginning.

Tract 2: 66/100a 60' x 95' East part Lot two, Block 28, O.L. Sikeston and 55a 210' x 95' Lot one, Block 28, O.L. Sikeston."

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

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

SECTION V: Emergency Clause. This Ordinance is adopted as an emergency measure to facilitate financing and insuring of the Tanner Street Church property.

SECTION VI: Record of Passage

A. Bill Number 6207 was introduced and read the first time this 28th day of September 2020.

B. Bill Number 6207 was read the second time and discussed on this 28th day of September 2020 and was voted as follows:

Self_____, Evans_____, Settles_____,

Merideth_____, Sparks_____, Williams_____,

and Burch_____

thereby being _____, and becoming ordinance 6207.

C. Ordinance 6207 shall be in full force and effect from and after September 28, 2020.

Brandon Sparks, Mayor Pro Tem

Approved as to form
Tabatha Thurman, City Counselor

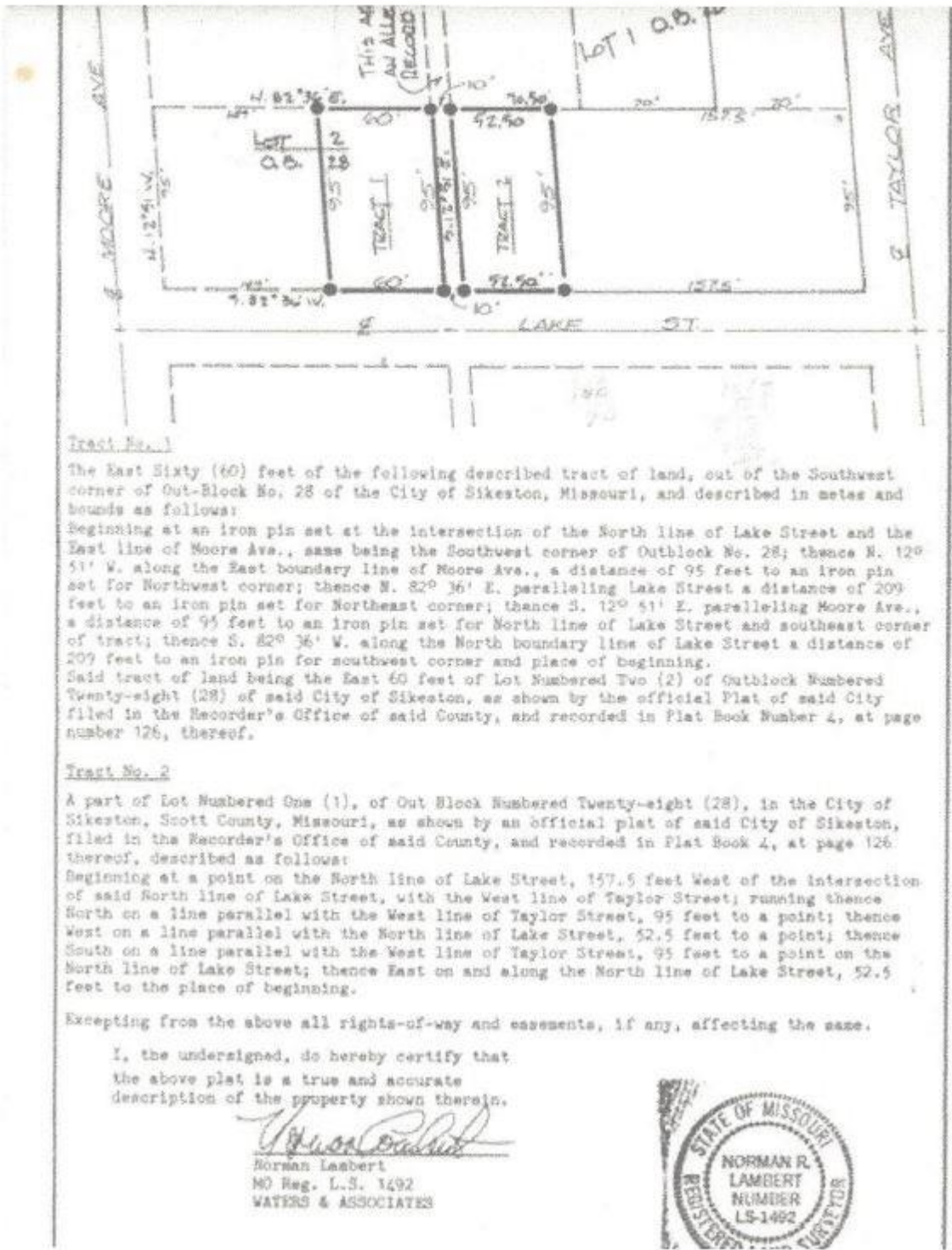
Seal / Attest:

Rhonda Council, City Clerk

Exhibit “A -1”



Exhibit "A -2"



Council Letter

Date of Meeting: September 28, 2020

Originating Department: City Manager

To the Mayor and City Council:

Subject: Renaming Felker Ave to Lincoln Ave

Attachment(s):

1. Bill Number 6198
2. Request letter from Lincoln University
3. Map of Requested Area

Action Options:

1. First reading, Bill Number 6198
2. Other Action Council May Deem Necessary

Background:

Construction is currently underway on a new Lincoln University Campus on Felker Avenue, on land purchased from the Land Clearance for Redevelopment Authority (LCRA). Lincoln University has requested that the city rename the street Lincoln Avenue. Lincoln University owns every lot addressed on Felker Ave except for one, which is vacant. A house on the corner of Felker Ave and Osage St has an Osage St address, so no structures other than Lincoln University would be affected by this street renaming. LCRA has discussed and endorsed this street renaming as well.

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6198 CHANGING THE NAME OF FELKER AVENUE TO LINCOLN AVENUE.

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

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

SECTION II. The name of Felker Avenue is hereby changed to Lincoln Avenue.

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

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

SECTION V: Record of Passage:

A. Bill Number 6198 was introduced and read the first time this 28th day of September 2020.

B. Bill Number 6198 was read the second time and discussed on this 5th day of October 2020, and was voted as follows:

Williams, _____, Evans, _____, Self, _____,
Meredith, _____, Settles, _____, Gilmore, _____,
Burch, _____, thereby being
_____,
becoming ordinance 6198.

C. Ordinance 6198 shall be in full force and effect from and after Wednesday, November 4, 2020.

Brandon Sparks, Mayor Pro Tem

Approved as to form
Tabatha Thurman, City Counselor

Seal / Attest:

Rhonda Council, City Clerk



Cooperative Extension

201 North Stoddard
Sikeston, MO 63801
Phone: (573) 471-3059
FAX: (573) 471-3475

February 26, 2020

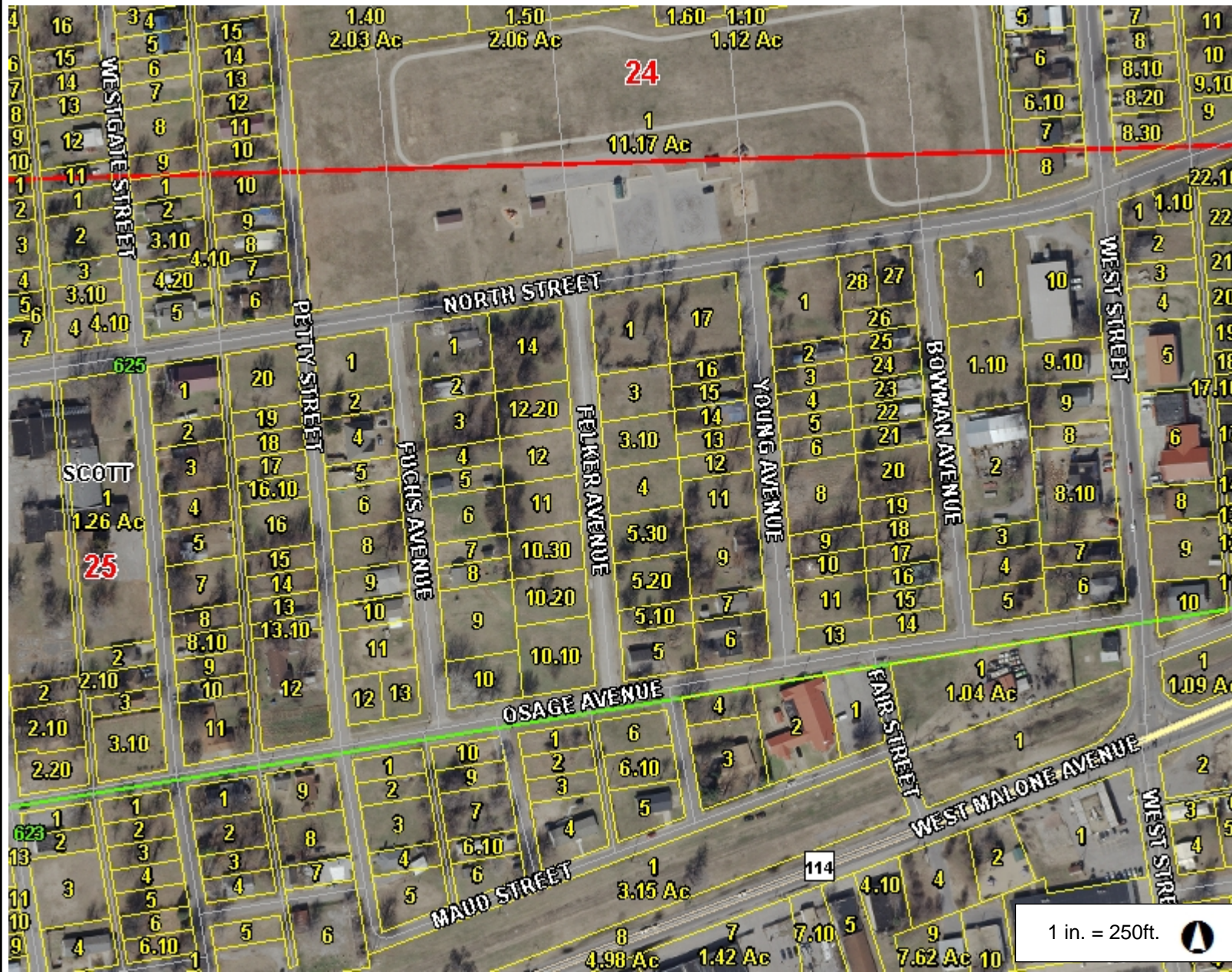
Dear City Councilmen:

As you may be aware, Lincoln University is in the process of building an Extension office and educational facility located on Felker St in Sunset Addition. As Regional Coordinator of Lincoln University Cooperative Extension, I am writing to request that Felker St be renamed Lincoln Ave. The mission of Lincoln University is to serve the underserved hence extending our presence to the west side of town. I believe it is only fitting for the street name to reflect the name of the university that will so proudly offer educational programs to the Sikeston community. The new facility will also be located across the street from Lincoln Park. We are excited about this new endeavor to make a positive impact on this community. I look forward to your favorable response. I will be available at the next city council meeting if you have any questions or concerns.

Respectfully Submitted,

Brenda Robinson-Echols
Regional Coordinator

Sikeston, MO



Legend

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

Notes

499.4 0 249.71 499.4 Feet

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

Council Letter

Date of Meeting: 20-09-28

Originating Department: Public Works Department

To the Mayor and City Council:

Subject: Authorize Purchase of Road Salt

Attachments:

1. Pricing Information from Cargill

Action Options:

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

Background:

The City is in need of purchasing road salt for the coming winter season. The purchase of road salt is an ever-changing process. The number of vendors, the amount available, and the price are changing from year to year. This year staff was able to find availability and a vendor willing to sell to us at a very reasonable price. You will see a price quote attached from Cargill for the purchase of 175 tons of salt at a price of \$84/ton for a total purchase of \$14,700.00.

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

We are requesting that the City Council authorize the purchase of 175 tons of road salt from Cargill at a price of \$84/ton.



Salt, Road Safety
24950 Country Club Blvd, Suite 450
North Olmsted, OH 44070

Friday, September 11, 2020

Billing Information		Shipping Information	*Contact Information	
Account Number	City of Sikeston	City of Sikeston	Attn:	BRIAN DIAL
Name			Title	Street Superintendent
Address 1	316 N WEST ST	316 N WEST ST	Phone	573-475-3731
P O Box			Fax	
City State Zip	SIKESTON, MO 63801	SIKESTON, MO 63801	Mobile	
County	SCOTT	SCOTT	e-mail	abdial@sikeston.org
*PLEASE VERIFY THAT ALL CONTACT INFORMATION IS CORRECT. IF CHANGES ARE REQUIRED PLEASE NOTE THEM ON THE NEXT PAGE.				

Cargill, Incorporated Deicing Technology Business Unit ("Cargill") is pleased to submit the following quote for your DEICING SALT needs for the 2020/2021 season.

Price Basis Per Ton

Product	Delivered Price	Estimated Tons	Terminal
1135 – Bulk Ice Control Salt	\$84.00	150	2ALB – Scott City, MO
THE PRODUCT QUOTED IN THIS AGREEMENT IS INTENDED FOR BULK DEICING USE ONLY.			

PLEASE SIGN AND RETURN THIS QUOTE LETTER TO OUR ATTENTION WITHIN TEN (10) BUSINESS DAYS FROM DATE OF LETTER. WE CANNOT UPDATE YOUR ACCOUNT FOR THIS YEAR WITHOUT THE SIGNED QUOTE LETTER. THIS PRICE QUOTE LETTER DOES NOT CONSTITUTE AN ORDER. ORDERS MUST BE PLACED BY CALLING CUSTOMER SERVICE AT 800-600-SALT (7258). ORDERS BEING PLACED FOR PICKUP MAY NOT BE AVAILABLE FOR 24 HOURS FROM THE TIME THE ORDER IS PLACED.


TERMS AND CONDITIONS –

- Provided this Price Quote Letter is signed and returned within ten (10) business days from the Date, Cargill agrees to hold the quoted prices firm from September 11, 2020 through April 30, 2021. Notwithstanding the foregoing, the prices contained in this Price Quote Letter are contingent on Customers adherence to these Terms and Conditions and the attached Terms and Conditions of Sale, including, but not limited to, Customer's compliance with the Customer account's payment and credit terms stated below.
- If purchase is not made by December 31, 2020, Cargill reserves the right to revoke the pricing provided in this Price Quote Letter.
- The Estimated Tons figure is an estimate of the total quantity of each Product(s) to be purchased by Customer under this Price Quote Letter. Customer is not obligated to purchase a minimum percentage of the Estimated Tons. Cargill is not obligated to sell Customer any quantity of the Estimated Tons.
- Cargill's obligation to sell Product(s) is **SUBJECT TO PRODUCT AVAILABILITY**. Cargill has the right to (i.) decline, or suspend shipments of, any Customer order placed under this Price Quote letter or (ii) terminate this Price Quote Letter if, at any time, Cargill encounters Product shortages due to commitments to other customers. In addition, Cargill reserves the right to decline, or suspend shipments of, any Customer order placed under this Price Quote Letter for any reason(s) relating to: Conditions at any Cargill terminal/production facility, weather conditions, or any other reason that may affect Cargill's ability to accept orders.
- Estimated delivery time three to seven business days after release of an order. This quote assumes that Product will be delivered from or picked up at the terminal set forth above. Sourcing of products from another Cargill facility is subject to availability and additional fees that may be applied to your account. Cargill's sale of Product is expressly conditional upon these Terms and Conditions and Customer's acceptance of the attached Terms and Conditions of Sale. Any terms which may exist on the Customer's standard purchase order (or similar forms) and which alter or are inconsistent with the terms and conditions will be of no legal force or effect and will not govern the transaction contemplated by this Price Quote Letter.
- By accepting, Customer agrees that this Price Quote Letter (including the Terms and Conditions and the attached Terms and Conditions of Sale) constitutes the entire understanding between Cargill and Customer and supersedes all other prior agreements or quotations, whether written or oral, between Cargill and Customer with respect to the Product(s). Any individual signing this Price Quote on behalf of Customer represents and warrants that they have full authority to do so, and that the transaction described herein is consistent with any applicable procurement regulations.

Payment Terms	NET 30	Credit Limit	N/A
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Payment terms & credit limits are subject to change.

Thank you for the opportunity to be of service. We are looking forward to supplying your salt needs.

Cargill, Incorporated Salt, Road Safety  Roger Wilson District Manager Roger_Wilson@cargill.com 920-889-3583 – p 952-249-4003 - f	Accepted
	Signature:
	Name:
	Title:
	e-mail:

Confidential - This document is intended only for the named recipient (i.e., Seller) and contains confidential information. Anyone other than the Seller is not permitted access to this information. Any dissemination or distribution of this information is a breach of the terms and conditions of this document. If you have received this document in error, please advise CDT by reply e-mail / mail at the address above, and delete this document and any email related thereto

Pg 1 of 2



Deicing Technology Business
24950 Country Club Blvd, Suite 450
North Olmsted, OH 44070

Please notify us of any required changes to your account information. Any incorrect information will delay your account setup.

Billing Information			Shipping Information	
Name:				
DBA (if applicable)				
Address 1				
Address 2				
City State Zip				
County				
Attn:				
Phone		Fax		e-mail:

TERMS AND CONDITIONS OF GOVERNMENT ROAD SALT SALES

1. **TERMS TO GOVERN.** The terms and conditions set forth herein shall constitute the sole terms and conditions of sale for this quotation (the "Quote") and any orders placed thereunder. No other terms or conditions, whether contained in Buyer's purchase order or elsewhere, shall be binding on Seller unless agreed to in writing by Seller.

2. **TITLE/RISK OF LOSS.** Title and risk of loss shall pass to Buyer at the time the goods are delivered to or picked up by Buyer.

3. **PAYMENT AND CREDIT TERMS.** Failure of the Buyer to pay on the due date for products shipped shall give Seller the right, but not the obligation, to suspend further shipment, without notice to the Buyer, until all previous shipments are paid, or to terminate this agreement and seek all available remedies from Buyer. Interest at the maximum rate permitted by law will accrue on all invoices unpaid as of the net due date. All payments by Buyer shall be final 180 days after shipment of the goods and Buyer shall have no right to audit payments or deduct future payments after such date. Notwithstanding anything else herein contained, Seller reserves the right to modify payment terms or to allow no credit whatsoever to Buyer if Seller determines that it cannot grant Buyer the credit terms which are specified herein or Buyer's credit changes. Buyer understands that this reservation is necessary to allow Seller's credit department to have adequate time to review Buyer's credit status.

4. **WARRANTY AND LIMITATION OF LIABILITY.** Seller warrants that it has the right to convey good title to the goods and that the goods will be delivered free of all liens and encumbrances. EXCEPT FOR THE WARRANTIES SPECIFICALLY SET FORTH ABOVE, SELLER DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR TO BUYER, OR TO ANY THIRD PARTY, FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF WHATSOEVER NATURE (INCLUDING, BUT NOT LIMITED TO, LOST BUSINESS, LOST PROFITS, DAMAGE TO GOODWILL OR REPUTATION AND/OR DEGRADATION IN VALUE OF BRANDS, TRADEMARKS, TRADENAMES, SERVICE NAMES OR SERVICE MARKS) WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, FAILURE TO WARN, OR STRICT LIABILITY) OR OTHERWISE.

5. **EXCLUSIVE REMEDY.** If upon delivery to Buyer the goods appear not to meet the above warranty, Buyer shall immediately notify Seller who shall have a right to inspect them. Buyer shall not return, repair or dispose of any goods that fail to meet the above warranty without Seller's written consent. In the event Seller breaches the above warranty, Buyer's sole and exclusive remedy and Seller's sole and exclusive liability shall be limited to, at Seller's option, replacement of non-conforming goods with conforming goods or return of the purchase price.

6. **FORCE MAJEURE.** Seller shall be excused for failure to deliver or delay occasioned by conditions beyond Seller's reasonable control, including, but not limited to, Acts of God, fire flood, windstorm, acts of governmental authorities, strikes shortage of raw materials, breakdown, shortage or non-availability of transportation facilities or equipment or any similar event not within Seller's control. In the event Seller is unable to supply the total requirements of its customers, Seller may allocate its available supply among its customers in a manner deemed by Seller to be fair and equitable. If Seller declares force majeure hereunder, Seller may cancel any unperformed portion hereof upon ten (10) days written notice to Buyer.

7. **INCREASES.** Any advance in applicable freight rates or taxes taking effect before the fulfillment of orders placed under this Quote shall be for Buyer's account. All demurrage or detention charges shall be for Buyer's account. Seller reserves the right to add energy and/or transportation related surcharges for Buyer's account. In addition, if Seller is unable, for any reason, to supply the goods from its plant closest to Buyer's facility, then Seller may, but is not required to, supply the goods from another plant, to the extent it is available, subject to Buyer's payment of all increased freight costs.

8. **DELIVERY.** Buyer shall furnish complete shipping instructions in sufficient time to enable Seller to perform its obligations hereunder. Seller shall not be obligated to make shipment in absence thereof. If more than one delivery is called for, each delivery is to be considered a separate contract for purposes of furnishing complete shipping instructions by Buyer. Unless otherwise provided for herein, if the Quote provides for deliveries over a period exceeding one month, Seller shall not be obligated to deliver in any thirty day period more than approximately equal monthly quantities, in relation to the total amount. The destination routing of shipments will be at Seller's option.

9. **TERMINATION.** If either party breaches any of its obligations under this Quote or any order thereunder, the non-breaching party may give ten (10) day notice of termination, and if the breach has not been cured during the said 30-day period, this Quote shall terminate. In the event Buyer files a voluntary petition in bankruptcy, makes an assignment for the benefit of creditors; is adjudicated as bankrupt; and/or becomes insolvent, Seller may terminate this Agreement effective immediately. Termination, pursuant to this Section, while being in itself a remedy for breach, shall not preclude any other legal or equitable remedy which is available to the terminating party.

10. **TAXES.** Buyer shall be liable for any taxes or other exactions levied by Federal, State or local authorities upon the sale, delivery, storage, consumption or transportation of the goods or services, and if any such items are paid or required to be paid by Seller, the amount shall be added to and become part of the price payable to Seller for such goods or services.

11. **ASSIGNMENT.** The rights and obligations under this Quote are not assignable by Buyer unless in writing and signed by Seller.

12. **FORWARD CONTRACT.** The Parties agree that the transactions hereunder constitute a "forward contract" within the meaning of the United States Bankruptcy Code and that each Party is a "forward contract merchant" within the meaning of the United States Bankruptcy Code.

13. **CONTRACT AMBIGUITIES.** The Parties acknowledge that they have had the opportunity to consult with legal counsel of their own choosing. As a result, the rule of construction that provides that ambiguities in a contract shall be construed against the drafter shall not apply to these terms and conditions and the Parties waive any such defense to the terms of these terms and conditions.

Council Letter

Date of Meeting 20-09-28

Originating Department: Public Works

To the Mayor and City Council:

Subject: Missouri Department of Conservation Community Assistance Program Agreement

Attachments:

1. Proposed agreement between the Missouri Department of Conservation and the City.

Action Options:

1. Authorize agreement between the Missouri Department of Conservation and the City.
2. Other action the City Council deems appropriate.

Background:

The Missouri Department of Conservation is seeking an agreement with the City to maximize the quality and recreational values associated with managing the Recreation Complex Lake. The agreement is valid for 25 years; however, it renews automatically for one year if neither party has advised the other in writing of its intention to terminate the agreement in at least 120 days prior to renewal.

The City would like to enter an agreement with the Missouri Department of Conservation to improve the quality of the lake and promote the growth of fish habitat. For any future enhancements to the lake that would enable improved access the City would be eligible to receive funding from the Missouri Department of Conservation. Examples of improvements that would enable the City to receive funding would be improved parking areas, fishing docks, ADA accessible entryways, among other things. Lastly, the Department of Conservation would establish and manage a winter trout fishery at the Lake, contract for the trout to be stocked, and pay 50% of the annual cost of stocking the trout. The total estimated cost of the winter trout stocking is \$4400, and the City would be responsible for paying \$2200, but participation is optional.

The Missouri Department of Conservation would provide surveys, enforcement of rules and regulations, and regularly stock the lake as needed and do special stockings for events (Kids Fishing Derby and Corporate Games) at zero cost to the City. The City would need to follow the same protocols for maintenance that are already in place and as discussed in the agreement.

Staff recommends authorizing the agreement between the Missouri Department of Conservation and the City.

**AGREEMENT BETWEEN THE
CITY OF SIKESTON
AND THE
MISSOURI DEPARTMENT OF CONSERVATION**

THIS AGREEMENT is to implement the MISSOURI DEPARTMENT OF CONSERVATION COMMUNITY ASSISTANCE PROGRAM, and is made and entered into this _____ day of _____ 20____, by and between CITY OF SIKESTON (City) and the MISSOURI DEPARTMENT OF CONSERVATION (Department).

WHEREAS, the City owns a tract of land in Scott County with a 5.6-acre lake known as Sikeston Recreation Complex Lake that is used by the City for fishing and outdoor recreation, and is referred to here as the “Area” and is described in attached Exhibit A; and

WHEREAS, the Department and City realize the importance and need for close-to-home fishing and associated outdoor activities; and

WHEREAS, the Department and City wish to take advantage of the qualities of this Area and maximize the recreational values associated with its proper management and use.

NOW, THEREFORE, in consideration of the mutual covenants of the parties contained herein, the parties hereto do mutually agree as follows:

1. CITY RESPONSIBILITIES. The City agrees to:

- A. Allow free public access and full use of the Area for fishing and related recreational activities by the general public consistent with the Wildlife Code of Missouri and during hours established by mutual agreement of the City and the Department.
- B. Provide Area maintenance as specified in attached Exhibit B.
- C. Monitor the condition of the Area’s facilities and take actions necessary to ensure that they are clean, safe and usable, including but not limited to closing facilities to public access until any dangerous conditions that may have arisen have been corrected.
- D. Provide adequate law enforcement and protective services, as much as City jurisdiction permits, for the safety and well-being of the Area’s users and facilities.
- E. Give proper recognition to the Department in all brochures, advertisements or other publications concerning the Area.

- F. Prohibit fish stocking other than that recommended in writing by a Department fisheries management biologist.
- G. Manage its property within the watershed of Sikeston Recreation Complex Lake to maintain the lake's good water quality, and take no actions that will lead to the deterioration of the lake's water quality, habitat or aquatic community.
- H. Defend, indemnify and hold harmless the Department, the Conservation Commission, the State of Missouri and their employees and agents from any claim or suit brought by any third party in connection with the Area managed or the facilities to be constructed under this Agreement to the extent allowed by law.
- I. Operate fountain aeration during summer months at minimum during night time hours.
- J. Maintain water in lake at a level determined by the Department and City via operation of existing water well.
- K. To reimburse the Department for 50% of the annual cost of stocking trout for a winter trout fishery at Sikeston Recreation Complex Lake. The City will notify the Department in writing by May 1 if it will not be able to pay its 50% share for the upcoming winter. In the event of such notification, the winter trout fishery for the upcoming season will be cancelled.

2. DEPARTMENT RESPONSIBILITIES. The Department agrees to:

- A. Prepare and provide a general management plan for the fishery resources of the lake.
- B. Provide periodic fish community surveys and analysis, and manage the fishery through proper regulations, fish stocking, manipulation of the fish population and other fisheries management actions as determined by the Department.
- C. Enact and enforce appropriate fishing rules and regulations, and assist the City in enforcing the laws of the State of Missouri and the Wildlife Code of Missouri.
- D. Provide and maintain informational and entrance signs recognizing the City and the Department for their roles in this cooperative project.
- E. To establish and manage a winter trout fishery at Sikeston Recreation Complex Lake, contract for the trout to be stocked, and pay 50% of the annual cost of stocking trout.

3. **JOINT RESPONSIBILITIES AND ACKNOWLEDGEMENTS.** Both parties agree that:

- A. This Agreement is for the purpose of capitalizing on the value of the Area for public fishing and related outdoor activities.
- B. The Department may fund its obligations under this Agreement with any combination of state and federal monies.
- C. The required fishing permit as defined by the Wildlife Code of Missouri and the effective regulations pertaining to the taking of fish and use of the Area will be jointly publicized whenever possible.
- D. This Agreement shall become effective upon execution by both parties. It shall expire twenty-five years from the effective date; provided, however, that it shall renew automatically for successive terms of one year each if neither party has advised the other in writing of its intention to terminate the same at least one hundred and twenty days prior to any applicable termination date.
- E. This Agreement may be amended as desired by the mutual written agreement of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

**MISSOURI DEPARTMENT OF
CONSERVATION**

FISHERIES SECTION CHIEF

CITY OF SIKESTON

CITY MANAGER

Attest:

City Clerk

REF ID: A622

451

Executed and delivered in presence of

A. J. Hill (Seal)

Archer L. Hill (Seal)

Be it remembered that on this 23rd day of April, A.D. 1940, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came A. J. Hill and Amber L. Hill, his wife, who are personally known to me to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same.

(SCL)

~~Y. H. McAlroe.~~
Notary Public.

The foregoing instrument of writing was filed for record in this office on the 15th day of August, A.D. 1940 at 9 o'clock and 40 minutes a.m.

Recorder.

GENERAL WARRANTY DEED

--10--

MISSOURI INSTITUTE OF AERONAUTICS, INC.

THIS INDENTURE, Made on the 12th day of August, A.D. One Thousand Nine Hundred and forty by and between City of Sikeston, Scott County, Missouri, a municipal corporation of the State of Missouri, third class, party of the first part, and Missouri Institute of Aeronautics, Inc., a corporation of the county of Scott in the State of Missouri, party of the second part, WITNESSETH, that the said party of the first part, in consideration of the sum of Seventy five hundred and no/100 dollars to it paid by the said party of the second part, the receipt of which is hereby acknowledged, does, by these presents, Grant, Bargain and Sell, Convey and Confirm, unto the said party of the second part, its successors and assigns, the following described Lots, Tracts or Parcels of Land, lying, being and situate in the County of Scott and State of Missouri, to-wit:

All of a tract or parcel of land situate in Section Twenty (20), Township Twenty-six (26) North, Range Fourteen (14) East of the Fifth Principal Meridian, and described as follows:

described as follows:

Beginning at a point on the north line of Section 20, 1141.7 feet west of the common corner of Sections 16, 17, 20 and 21 and at an intersection of the west right-of-way line of the St. Johns Drainage Ditch; thence S. 18° 02' W., 223.8 feet along the west right-of-way line of said Drainage Ditch to an intersection with the right-of-way line of the Missouri Pacific Railroad; thence S. 70° 16' W. along the north right-of-way line of said railroad, 1795.1 feet to a concrete block, 8"x18"x14"; thence N. 13° 36' W. 40.2 feet, to a concrete block, 8"x18"x14"; thence north line of the old Sikeston-Charleston road; thence S. 70° 16' W. 284.2 feet, along the north line of said road to a concrete block, 8"x18"x14"; thence S. 90° 28' W. 1555.7 feet to a concrete block 8"x18"x14"; thence S. 89° 28' W., 1016.1 feet to a concrete block 8"x18"x14", set 20.0 feet east of a pipe in the center of the old Sikeston-Bloggett Road running north and south along the foot of Sikeston Midge; thence, N. 06° 36' W., 1265.7 feet, along said road to a concrete block, 8"x18"x14", on the line between Sections 16 and 20; thence S. 66° 30' E., 1763.7 feet along the line between Sections 16 and 20 to the quarter-section corner of Sections 16, 17 and 20 marked by a limestone, 27"x18"x6"; thence, S. 85° 44' E. along said Section line 2378.3 feet to a concrete block, 8"x18"x14", the point of beginning.

All lying in said section 20 north of the north right-of-way line of the Missouri Pacific Railroad and west of the west right-of-way line of the St. Johns Drainage Ditch and containing 185.47 acres.

Beginning at the same point described in the preceding paragraph as the point of beginning, run S. 82° 02' W., 221.6 feet along the west right-of-way line of the St. Johns Drainage Ditch to an intersection with the north right-of-way line of the Missouri Pacific Railroad; thence, S. 82° 16' W., 127.5 feet to the intersection of the Missouri Pacific Railroad; thence, S. 82° 16' W., 49.3 feet to a concrete block 8"x8"x14"; thence, N. 53° 10' W., 85.4 feet to a concrete block 8"x8"x14"; thence, N. 29° 01' E., 1511.2 feet to a concrete block 8"x8"x14"; on the north line of said Section 20; thence, S. 85° 44' E., along said Section line,

946.3 feet to the point of beginning as previously described.

Said exception containing 46.32 acres, and the land conveyed containing 139.15 acres.

TO HAVE AND TO HOLD The premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging, or in anywise appertaining, unto the said party of the second part, and unto its successors and assigns, forever; the said City of Sikeston hereby covenanting that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that it has good right to convey the same; that the said premises are free and clear of any encumbrances done or suffered by it or those under whom it claims; and that it will warrant and defend the title to the said premises unto the said party of the second part, and unto its successors and assigns, forever, against the lawful claims and demands of all persons whomsoever.

As a part of the consideration for this deed, party of the second part agrees to keep open a strip of land fifty (50) feet in width along the south line of the premises herein conveyed, for the purpose of ingress and egress to and from the Sikeston Country Club.

This conveyance is made by virtue and authority of Ordinance No. 1498 of the City of Sikeston, Missouri, duly passed by the City Council and approved by the Mayor of the said City of Sikeston on June 26, 1940 and recorded in the office of the Recorder of Deeds of Scott County, Missouri, on June 27, 1940 in Book 122 at pages 332-34.

IN WITNESS WHEREOF, The said party of the first part has caused these presents to be signed by its Mayor and attested by its City Clerk and its corporate seal to be hereunto affixed, the day and year first above written.

(SEAL)

ATTEST: A. C. Barrett,
City Clerk

CITY OF SIKESTON, SCOTT COUNTY, MISSOURI
By: G. W. H. Presnell, Mayor.

STATE OF MISSOURI |
COUNTY OF SCOTT |

On this 12th day of August, 1940, before me appeared G. W. H. Presnell to me personally known, who, being by me duly sworn, did say that he is the Mayor of the City of Sikeston, Scott County, Missouri, a municipal Corporation of the State of Missouri, and that the seal affixed to foregoing instrument, is the corporate seal of said city and that said instrument was signed and sealed in behalf of said City by authority of its City Council and said G. W. H. Presnell acknowledged said instrument to be the free act and deed of said city.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Sikeston, Missouri, the day and year first above written. My term expires December 16th, 1941.

(SEAL)

Meredith Lee, Notary Public.

The foregoing instrument of writing was filed for record in this office on the 15th day of August, A.D. 1940 at 3 o'clock and 40 minutes P.M.

H. J. Ingraham, Recorder.

EXHIBIT B

AREA MAINTENANCE STANDARDS

The City agrees to provide routine maintenance of the Area and facilities sufficient to keep the public use facilities in a clean, safe and usable condition. In accomplishment of this, the City agrees to:

- 1) Clean up trash and litter at least once each week from May 1st through September 15th, and as needed during the rest of the year.
- 3) Clean and deodorize privies at least once a week from May 1st through September 15th, and as needed during the rest of the year.
- 4) Pump privies when liquid levels reach 75% of pit capacity or before when conditions warrant, and to make minor repairs to Area privies as needed.
- 5) Mow grass within 10 feet of roads, parking lots, and other public use facilities often enough to ensure that it does not exceed a height of 6 inches; and mow a 20-foot semi-circle around the cantilever directional sign (if provided) often enough to ensure that vegetation does not obstruct the visibility of the sign from both directions.
- 6) Control grass on roads and parking areas and around traffic control barriers (if present).
- 7) Provide and install rock (rip rap), as needed, to maintain any protective rocked slopes or banks in the vicinity of the provided facilities.
- 8) Maintain asphalt roads and parking areas according to American Association of State Highway and Transportation Officials (AASHTO) standards. Routine preventative maintenance shall include the regular application of asphalt seal-coats to prevent or delay costly corrective measures. Any cracks larger than 0.5 inches shall be filled with a crack sealer, prior to the application of a seal-coat. A slurry seal coat, which is a mixture of quick setting asphalt emulsion, fine aggregate, mineral filler, additive, and water shall be applied to the surface once every five years. In places where cracks are more severe, but limited to specific areas of pumping subgrade (resulting in potholes, tire tread lanes, etc.), the old asphalt shall be removed, and any soft pumping subgrade shall be excavated and replaced with a sufficient depth of clean aggregate to stabilize the subgrade prior to asphalt replacement.
- 9) Provide the normal, routine maintenance of Area roads, parking lots, boat ramp, floating fishing dock, privy, sidewalks and any other facilities needed to keep these items fully functional and to present a positive image of the City and Department to the public.