



105 E. Center Street
Sikeston, MO 63801
573-471-2512
www.Sikeston.org

TENTATIVE AGENDA
(Amended)

SPECIAL CITY COUNCIL MEETING
SIKESTON CITY HALL

Tuesday, October 11, 2016
5:00 P.M.

- I. CALL TO ORDER
- II. RECORD OF ATTENDANCE
- III. OPENING PRAYER
- IV. ITEMS OF BUSINESS
 - A. 1st & 2nd Reading & Consideration, Emergency Bill #6038, Creation of Village Green Subdivision
 - B. 1st & 2nd Reading & Consideration, Emergency Bill #6040, Authorization to Enter into a Real Estate Contract with Mayson Investments
 - C. 2nd Reading & Consideration, Bill #6039, Authorizing Execution of Contract with Geograph Industries for Fabrication & Installation of Gateway Monument and Wayfinding Signage
 - D. Other Items As May Be Determined During the Course of the Meeting
- V. ADJOURNMENT

Dated this 5th day of October 2016

Carroll Couch, City Clerk

The City of Sikeston complies with ADA guidelines. Notify Linda Lowes at 471-2512 (TDD Available) to notify the City of any reasonable accommodation needed to participate in the City Council's Meeting.

Council Letter

Date of Meeting: 16-10-11

Originating Department: Public Works Department

To the Mayor and City Council:

Subject: 1st and 2nd Reading and Consideration, Emergency Bill #6038, Approval of Subdivision

Attachment(s):

1. Bill #6038
2. Plat

Action Options:

1. Conduct 1st and 2nd Reading and approve the proposed subdivision (Sikeston Point Addition) which consists of an approximate 1.68 acre tract of land, more or less and which is part of USPS#1032, T26N, R14E; and is bounded by Southland Avenue to the north, Business US 61 (South Kingshighway) to the west and south and US Highway 61 (South Main Street) to the east, and is further described by metes and bounds as described on the proposed plat in Sikeston, New Madrid County, Missouri.
2. Other action Council may deem appropriate

Background:

The proposed subdivision (Sikeston Point Addition) is located in the original location of the old Village Green. This is regarding the subdividing of the Village Green property into two parcels. Due to the time requirements of a potential purchaser of the subdivided property, this matter is being presented as an emergency measure.

The Planning & Zoning Commission will meet to hear this request on October 11, 2016 prior to the Council Meeting.

THIS BILL AS APPROVED SHALL BECOME EMERGENCY ORDINANCE NUMBER 6038 PROVIDING FOR APPROVAL OF SUBDIVIDING AN APPROXIMATE 1.68 ACRE TRACT OF LAND, TO BE KNOWN AS SIKESTON POINT ADDITION, AND WHICH IS BOUNDED BY SOUTHLAND AVENUE TO THE NORTH, BUSINESS US 61 (SOUTH KINGSHIGHWAY) TO THE WEST AND SOUTH AND US HIGHWAY 61 (SOUTH MAIN STREET) TO THE EAST.

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 October 11, 2016 and passed a favorable recommendation to approve the subdividing of a tract or parcel of land the plat of which is attached hereto, marked Exhibit "A" and incorporated by reference and legally described as follows and known as Sikeston Point Addition:

"Commencing at the Northwest corner of said U.S.P.S. No. 1032; thence S 10°36'17" E a distance of 1203.51 feet to a point on the centerline of South Kingshighway; thence N 80°17'29" E a distance of 30.00 feet to a point on the East right-of-way line of Business Route 61, said point being on the South right-of-way line of Southland Avenue (a undedicated street), monumented with a surveyor's spike in asphalt; thence S 10°36'17" E along the East right-of-way line thereof a distance of 235.00 feet to Highway Sta 20+88, 30' LT, monumented with a #5 rebar and cap stamped Darrall R. Hirtz, PLS 2140; thence N 79°23'43" E along said right-of-way line a distance of 20.00 feet to Sta 20+88, 50' LT, monumented the same; thence S 12°04'46" E along said right-of-way line a distance of 119.19 feet to Highway Sta 22+08.5, monumented with a concrete right-of-way marker; thence continuing along said right-of-way line on a curve to the left with a radius of 235.54 feet and a chord bearing S 36°21'17" E - 193.73 feet a distance of 199.66 feet to Highway Sta 24+50.5, 50' LT, monumented the same; thence S 60°38'17" E along the North right-of-way line thereof a distance of 14.28 feet, monumented with a #5 rebar and cap stamped, "Darrall R. Hirtz, PLS 2140", being the point of beginning; thence continuing S 60°38'17" E along said right-of-way line a distance of 149.62 feet to Highway Sta 26+32, 50' LT, monumented with a concrete right-of-way marker; thence S 76°15'53" E along said right-of-way line a distance of 90.58 feet to U.S. Highway 61 Sta 59+25, 110' RT, monumented the same; thence N 38°21'11" E along the West right-of-way of said U.S. Highway 61 a distance of 103.08 feet to Sta 58+25, 85' RT, monumented the same; thence N 26°57'34" E along said right-of-way a distance of 175.40 feet, monumented with a #5 rebar and cap stamped, "Darrall R. Hirtz, PLS 2140"; thence N 60°56'09" W a distance of 237.63 feet, monumented the same; thence S 54°40'38" W a distance of 22.18 feet, monumented the same; thence S 29°03'19" W a distance of 280.18 feet to the point of beginning and containing 1.68 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 VI: Emergency Clause. In order to comply with a closing date for the sale of this property, this matter is being presented as an emergency measure.

SECTION VII: Record of Passage

- A. Bill Number 6038 was introduced and read the first time this 11th day of October, 2016.
- B. Bill Number 6038 was read the second time and discussed this 11th day of October, 2016 and voted as follows:

Depro _____, White-Ross _____, Evans _____,
Meredith _____, Gilmore _____, Settles _____ and
Burch _____

thereby being _____, and becoming ordinance 6038.

- C. Upon passage by a majority of the Council, this Bill shall become Ordinance 6038 and shall be in full force and effect.

Steven Burch, Mayor

Approved as to form
Charles Leible, City Counselor

Seal / Attest

Carroll Couch, City Clerk

AN EMERGENCY ORDINANCE AUTHORIZING THE CITY OF SIKESTON, MISSOURI TO ENTER INTO A CERTAIN REAL ESTATE CONTRACT WITH MAYSON INVESTMENTS, LLC

WHEREAS, the City Council finds and determines that it is necessary and desirable to sell Mayson Investments, LLC, certain municipal owned property for commercial purposes and to approve the execution of certain documents herein.

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

SECTION I: Authorization of Documents. The City is hereby authorized to enter into the following documents (the “City Documents”), in substantially the form presented to the City Council and attached to this Ordinance, with such changes therein as are approved by the officials of the City executing the documents, such officials’ signatures thereon being conclusive evidence of their approval thereof:

(a) Purchase and Sale Agreement and Amendment to Purchase and Sale Agreement

SECTION II: Execution of Documents. The Mayor is hereby authorized to execute the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, 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 City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION III. Further Authority. Upon the full and complete payment and performance on behalf of Mayson Investments, LLC, or any of its subsidiaries or controlled companies of its obligations under said City Documents, the City shall, and the officials, agents and employees of the City are hereby authorized to, take such further action, and execute such other documents, certificates, deeds 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 City Documents.

SECTION IV. Emergency Ordinance. The City Council finds that an emergency exists within the meaning of Article III, Section 312(f) of the City Charter, in that any delay may jeopardize the scheduled closing date and the timing and market conditions for the commercial development.

SECTION V: Record of Passage:

A. Bill Number 6040 was introduced and read the first time this 11th day of October, 2016.

B. Bill Number 6040 was read the second time and discussed on this 11th day of October, 2016, and was voted as follows:

Gilmore _____, Evans _____, Depro _____,
White-Ross _____, Settles _____, Merideth _____,
and Burch _____,
thereby being _____.

C. Upon passage by the City Council, this bill shall become Ordinance 6040 and shall be in full force and effect from and after its passage.

STEVEN BURCH, Mayor

Approved as to Form:

CHARLES LEIBLE, City Counselor

SEAL/ATTEST:

CARROLL COUCH, City Clerk

AMENDMENT TO PURCHASE AND SALE AGREEMENT

This Amendment to Purchase and Sale Agreement is entered into this 29th day of August, 2016, by and between **THE CITY OF SIKESTON, MISSOURI**, a municipal corporation ("***Seller***") and **MAYSON INVESTMENTS, LLC**, a Missouri limited liability company ("***Buyer***").

WHEREAS, Seller and Buyer entered into that certain Purchase and Sale Agreement dated April 26, 2016, (the "***Agreement***") for the purchase and sale of vacant land commonly known as the Village Green Property, located in Sikeston, New Madrid County, Missouri; and

WHEREAS, under the terms of the Agreement, Seller is obligated to re-locate, at Seller's sole expense, the existing sanitary sewer line running north/south through the center part of the subject property to a location agreed upon with Buyer; and

WHEREAS, the parties desire to amend the Agreement to provide that the sanitary sewer line will be relocated by Seller, at Seller's sole expense, upon the written request of Buyer, at a location to be determined by Buyer, within five (5) years after Closing, under the terms and conditions set forth herein; and

WHEREAS, the parties further desire to amend the Agreement to provide for another extension of the Closing Date upon the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the above recitals and the sum of ten dollars (\$10.00) and other valuable consideration, the sufficiency of which is hereby acknowledged, the Agreement is hereby amended as of the day and year first above written as follows:

1. Section 5 of the Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof:

5. SELLER'S WORK. Seller agrees to re-locate, at Seller's sole expense, the existing sanitary sewer line running north/south through the center part of the Property, to a location to be determined by Buyer, which may be within the Property or at the perimeter of the Property. Such relocation shall be initiated by Buyer's written request, which shall be made within five (5) years after Closing. Upon receipt of Buyer's written request, Seller shall proceed promptly to relocate the sanitary sewer line and shall proceed diligently in a good and workmanlike manner, in compliance with all applicable laws and ordinances, until the project is completed. In the event Buyer's development of the Property requires it, Seller will relocate portions of the line in two phases; provided, however, that Seller will not be responsible for relocating the same part of the line more than once regardless of Buyer's development plans. Once the line has been relocated in the area the parties expect it to remain in for the foreseeable future, Buyer shall execute and deliver to Seller an Easement for the sewer line. Seller shall be responsible for all survey, legal, and recording fees incurred in connection with the Easement. The obligations of Seller and Buyer under this Section 5 shall survive the Closing.

2. The following new provisions shall be added at the end of Section 7:

7. EXTENSION OF CLOSING DATE. . . . The Closing date shall be extended to on or before October 21, 2016, effective upon Buyer's tendering the sum of Thirty Thousand Dollars (\$30,000.00) to the Title Company, to be deposited in its escrow account. Such

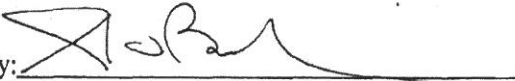
sum, together with all other sums previously deposited into escrow, shall be applied to the Purchase Price and paid to Seller at Closing, if Closing occurs, or forfeited and paid to Seller if Buyer does not fulfill its obligation to close this Agreement.

3. Subject to the provisions of this Amendment, all of the terms, covenants, and conditions of the Agreement are restated and reconfirmed and shall remain in full force and effect.

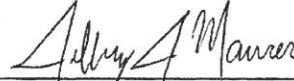
4. This Amendment may be executed in one (1) or more counterparts, each of which, when executed, shall be deemed to be an original, and all of which, together, shall constitute one (1) and the same Amendment. In addition, electronic *.pdf* signatures to this Amendment shall have the same force and effect as "ink" signatures and no "ink" copy of any electronic *.pdf* signature is required.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the date first here and above stated.

SELLER:
CITY OF SIKESTON, MISSOURI

By: 
Steven H. Burch, Mayor

BUYER:
MAYSON INVESTMENTS, LLC

By: 
Jeffrey J. Maurer, Manager

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is made and entered into this 26th day of April, 2016 (the "Effective Date") by and between:

THE CITY OF SIKESTON, MISSOURI
a municipal corporation, ("Seller")

and

MAYSON INVESTMENTS, LLC
a Missouri limited liability company ("Buyer").

IN CONSIDERATION of the mutual covenants and agreements of the respective parties as hereinafter set forth, and intending to be legally bound, the parties hereby covenant and agree as follows:

1. COVENANT TO SELL. Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase from Seller, all that certain parcel of vacant land located in Sikeston, New Madrid County, Missouri, and being more particularly described as follows:

See Exhibit A, attached

together with, all and singular, the rights and appurtenances pertaining thereto, including any and all easements and licenses benefiting said land (the "Property").

2. PURCHASE PRICE. The total "Purchase Price" for the Property shall be One Million Four Hundred Thousand Dollars (\$1,400,000.00) to be paid as follows:

2.1. Earnest Money. Fourteen Thousand Dollars (\$14,000.00), within five (5) business days after the Effective Date of this Agreement, as "Earnest Money" to be deposited with the title company issuing the title insurance and handling the closing, in its escrow account, to be paid to Seller at closing, forfeited, or refunded as set forth in this Agreement.

2.2. Balance. The balance of One Million Three Hundred Eighty-Six Thousand Dollars (\$1,386,000.00), as the same may be adjusted as provided herein, by certified check or wire transfer at the Closing.

3. CONTINGENCIES. This Agreement shall be wholly and completely contingent upon and subject to the satisfaction of Buyer, or the waiver of Buyer, of the contingencies set forth hereunder ("Contingencies") prior to Closing (defined herein). If any one or more of the Contingencies are not satisfied in favor of Buyer, Buyer shall give written notice thereof to Seller, prior to Closing. Then, and in such event, the specific terms set forth below for each individual Contingency shall be applicable. The failure of Buyer to give said written notice to Seller shall be deemed to constitute satisfaction and/or waiver by Buyer of such Contingency. The Contingencies are as follows:

3.1. Title Review. Buyer shall, promptly after the Effective Date of this Agreement, order a commitment to issue an Owner's Policy of Title Insurance with "extended coverage" to Buyer through a title company chosen by Buyer (the "Title Company"), together with any endorsements desired by Buyer, in which commitment the Title Company shall agree to insure the Property for the full amount of the Purchase Price, subject only to Permitted Exceptions (the "Title Commitment"). The Title Commitment shall name the Buyer as the insured, and insure the owner's title to be marketable in fact in

accordance with the Title Examination Standards of The Missouri Bar, and shall provide that a policy shall be issued immediately after the Seller's General Warranty Deed to Buyer is placed of record. Simultaneously with the issuance of the Owner's Policy, Buyer may obtain a Lender's Policy for Buyer's lender, if any.

This Agreement is contingent upon Buyer, in its sole discretion, being completely satisfied that any and all existing restrictions, reservations, covenants, encumbrances, easements, or any other exceptions will not interfere with Buyer's proposed use or development of the Property. Within ten (10) days after receipt of the Title Commitment, Buyer shall deliver to Seller written specification of any objections to the title. Upon receipt of such objections, Seller shall have until Closing to have such objections corrected. Seller hereby covenants and agrees to use reasonable efforts to correct any objections to title. In the event that such objections are not rectified prior to Closing, Buyer shall have the right to (a) declare this Agreement null and void and recover the Earnest Money, or (b) waive such objections, and accept such title as Seller is able to convey, or (c) extend the Closing date up to thirty (30) days, if needed, to allow Seller sufficient time to correct the objections to title. Any exception which Buyer has not objected to, or for which an objection has been made and later waived, shall be deemed to be a "**Permitted Exception**".

3.2. Survey. Buyer may, at Buyer's election, obtain a survey of the Property to Buyer's specifications (the "**Survey**"). At the conclusion of the Survey, permanent boundary markers shall be located on the Property at all critical corners. In the event the Survey shows any encroachments upon, from, or onto the Property, or any easements, said encroachment or easement may be deemed a "survey defect" and may be objected to by Buyer by giving written notice of such survey defect to Seller within ten (10) days after Buyer's receipt of the Survey. Upon receipt of notice of any survey defect, Seller shall have until Closing to have such survey defect corrected. Seller hereby covenants and agrees to use reasonable efforts to correct any survey defect. In the event that such survey defect is not rectified prior to Closing, Buyer shall have the right to (a) declare this Agreement null and void and recover the Earnest Money, or (b) waive such survey defect, and accept the Property in its current condition, or (c) extend the Closing date up to thirty (30) days, if needed, to allow Seller sufficient time to correct the survey defect. Any survey defect which Buyer has not objected to, or for which an objection has been made and later waived, shall be deemed to be a "**Permitted Exception**".

3.3. Geotechnical Review. Buyer may, at Buyer's election, obtain a geotechnical survey of the Property, which may include soil borings. In the event the Property is altered or disturbed in connection with such work, Buyer shall immediately return the Property to substantially the same condition as existed prior to Buyer's activities. If the results of such inspection are, in Buyer's sole discretion, unacceptable to Buyer, Buyer may elect to terminate this Agreement and, in such event, all Earnest Money shall be returned to Buyer.

3.4 Utilities. Buyer shall have the right to confirm the availability of adequate sanitary sewer, storm sewer or other suitable drainage facilities, water, gas and electric utility services to the Property, sufficient to meet Buyer's needs for development and use of the Property. All such services shall be located at or immediately adjacent to the property lines of the Property and available for immediate connection and use as of the Closing date without payment of any charges or assessments other than the usual and ordinary connection fees or service or use charges. Such utilities shall be available within the adjacent public right-of-way or supported by recorded easements. If Buyer is not satisfied with the availability of such utilities, Buyer shall have the right to (a) declare this Agreement null and void and recover the Earnest Money, or (b) waive this Contingency and proceed to Closing; or (c) extend the Closing date up to thirty (30) days, if needed, to allow Seller sufficient time to extend such utilities to the boundary lines of the Property.

3.5. Zoning/Permits/Site Plan Approval. Buyer shall have the right to verify that (i) the Property's zoning classification is appropriate for Buyer's intended use and development of the Property, and (ii) all permits, licenses, approvals, and consents from any applicable governmental and/or quasi-governmental authorities needed or desired to develop the Property either have been or will be unconditionally granted by the proper authorities. Such permits and approvals shall include, but not be limited to, subdivision approval, site plan approval, improvement location permits, storm water detention plan approval, special exception permits, building permits, sign permits, utility connection permits, and curb-cut, driveway access or access control permits. All applications to procure such authorizations and permits shall be at the expense of Buyer, but Seller shall cooperate with Buyer in obtaining the same. If, after exercising good faith and diligent efforts, Buyer has not satisfied this Contingency prior to Closing, Buyer shall have the right, in Buyer's sole discretion, to (a) declare this Agreement null and void and recover the Earnest Money; or (b) waive this Contingency and proceed to Closing; or (c) extend the Closing date up to thirty (30) days, if needed, to allow Buyer sufficient time to obtain the necessary permit(s) or authorization(s).

3.6. Environmental Inspection. Buyer shall have the right to conduct a non-invasive environmental inspection of the Property in accordance with applicable ASTM Standard Practices for Environmental Site Assessments (the "Phase I ESA"). If the results of the Phase I ESA indicate the presence of any "Recognized Environmental Condition", Buyer may, at Buyer's option, (i) elect to terminate this Agreement and recover the Earnest Money; or (ii) notify Seller that Buyer intends to perform invasive testing, i.e. sampling, in accordance with applicable ASTM Standard Practices (the "Phase II ESA"). If the results of the Phase II ESA are, in Buyer's sole discretion, unacceptable to Buyer, Buyer shall notify Seller of such fact prior to Closing, and Buyer may elect to terminate this Agreement and, in such event, all Earnest Money shall be returned to Buyer. All costs related to the Phase I ESA and Phase II ESA shall be borne by Buyer.

4. EARLY ENTRY. Buyer or its authorized agents shall have the right to enter upon the Property for the purpose of performing such due diligence tests, studies and investigations as Buyer shall deem necessary or desirable. Buyer shall give 24 hours prior notice to Seller of its intent to enter the Property. Buyer agrees to defend, indemnify and hold harmless Seller from any damages or liability to persons or property that might arise therefrom, and Buyer agrees to repair, or pay to Seller the cost of, any damages caused to the Property by such entry. Buyer shall not allow any mechanic's lien or other lien, charge or order for the payment of money to be filed against the Property and shall defend, indemnify and save harmless Seller against and from all claims, damages, liabilities, penalties, costs, interest charges and expenses (including reasonable attorney's fees and court costs), resulting therefrom. The provisions of this paragraph shall survive the Closing or earlier termination of this Agreement.

5. SELLER'S WORK. Prior to Closing, Seller shall re-locate, at Seller's sole expense, the existing sanitary sewer line running north/south through the center part of the Property to a location agreed upon with Buyer.

6. CLOSING. The "Closing" shall mean the exchange of the deed for the Purchase Price. The Closing shall take place at the office of the Title Company or at such other place as the parties may agree, on or before **June 30, 2016**, at a specific time to be mutually agreed upon by the parties, subject to extension as provided in Section 7 herein.

6.1 Seller's Obligations at Closing. At Closing, Seller shall do the following:

6.1.1. execute and deliver to Buyer a General Warranty Deed conveying the Property free and clear of all encumbrances whatsoever except the Permitted Exceptions;

6.1.2. execute and deliver to the Title Company any affidavit or other documents required by the Title Company to authorize the execution and delivery by Seller of this Agreement, specifically including a City Ordinance authorizing the sale of the Property, and all other documents and instruments necessary or advisable to consummate the transaction contemplated hereby, including but not limited to a certificate on the Title Company's form certifying, as of the Closing, that there are no mechanic's liens or other liens against the Property which are not shown of record; and

6.1.3. execute and deliver to the Title Company the Seller's side of the Closing Statement, which shall be prepared by the Title Company.

6.2. **Buyer's Obligations at Closing.** Subject to the terms, conditions and provisions hereof, and contemporaneously with the performance by Seller of its obligations set forth above, at Closing, Buyer shall deliver to the Title Company the following:

6.2.1. a cashier's or certified check or wire transfer in the amount of the balance of the Purchase Price, as adjusted as provided for herein, which amount shall equal the amount set forth on the Closing Statement;

6.2.2. any documents required by the Title Company to authorize the execution and delivery by Buyer of this Agreement, and all other documents and instruments necessary or advisable to consummate the transaction contemplated hereby;

6.2.3. the fully executed Buyer's side of the Closing Statement; and

6.2.4. the Declaration of Covenants, Conditions and Restrictions attached hereto and incorporated herein as **Exhibit B**, which shall burden the Property.

6.3 **Seller's Closing Costs.** Seller shall pay the following costs and expenses in connection with the Closing:

6.3.1. the cost to prepare the General Warranty Deed and any document necessary to clear the title to the Property;

6.3.2. all sums necessary to pay off, satisfy, discharge and release of record all mortgages, deeds of trust, security interests, judgment liens, tax liens or other encumbrances affecting the Property or any part thereof; and

6.3.3. the recording fee required to record any document necessary to clear the title to the Property, including any Deed of Release to release any existing lien against the Property.

6.4 **Buyer's Closing Costs.** Buyer shall pay the following costs and expenses in connection with the Closing:

6.4.1. all costs for the title search, Title Commitment, and the premium cost for the title insurance policies issued to Buyer or Buyer's lender, if any, including the cost for any endorsements to the title policies;

6.4.2. all of the costs related to Buyer's Contingencies, including but not limited to the Survey, geotechnical review, and all permits, licenses, approvals, and consents from any applicable governmental and/or quasi-governmental authorities;

6.4.3. the recording fee to record the General Warranty Deed and all of the fee to record any deed of trust given by Buyer to Buyer's Lender;

6.4.4. the fee charged by the Title Company for handling the Closing of this transaction; and

6.4.5. all of Buyer's attorneys fees, including the fees incurred for the preparation of this Agreement.

6.5 Possession. Possession shall be delivered to Buyer by Seller on the Closing date. Seller agrees to deliver the Property to Buyer in as good a condition as it is as of the date this Agreement is executed, ordinary wear and tear excepted, and subject to Seller's obligations set forth in Section 5.

7. EXTENSION OF CLOSING DATE. Buyer shall have the right, in Buyer's sole discretion and for any reason, to extend the Closing date for up to two (2) 30-day periods (each, an "Extension Period"). Buyer may exercise its right to each Extension Period by (i) providing written notice, prior to the Closing day or the end of the first Extension Period, as the case may be, of Buyer's intent to extend the Closing day, and (ii) tendering the sum of Ten Thousand Dollars (\$10,000.00) to the Title Company, to be deposited in its escrow account. Such sum(s) shall be applied to the Purchase Price and paid to Seller at Closing, if Closing occurs, or forfeited and paid to Seller if Buyer does not fulfill its obligation to close this Agreement.

8. TAXES/PRORATIONS. The parties acknowledge that the Property is not subject to general real estate taxes. Seller shall pay all special assessments which may now be, or which may become, prior to Closing, a lien on the Property. Buyer shall pay all general real estate taxes beginning in 2017 and all special assessments which may become a lien on the property after the date of Closing.

9. INSURANCE / RISK OF LOSS. The parties acknowledge that the Property is unimproved. Seller agrees to hold Buyer harmless from all liability in connection with the Property prior to Closing, and agrees to carry public liability insurance in the minimum amount of \$1,000,000 for each person and accident until such time.

10. EMINENT DOMAIN. If the Property or any part thereof is taken by eminent domain prior to Closing, Seller shall forthwith give Buyer written notice thereof, and Buyer shall have the option to: (a) elect to proceed with this Agreement and pay the full Purchase Price, in which event Seller shall assign to Buyer all damages to which Seller may be entitled on account of such condemnation; or (b) void this Agreement, whereupon the Earnest Money shall be returned to Buyer and, upon such payment, both parties shall be relieved of any further liability hereunder. Buyer shall notify Seller of the option Buyer has elected within ten (10) days after notification of any such taking, but in no event later than the Closing date.

11. ENCUMBRANCE OF PROPERTY. During the time that this Agreement is in existence between Buyer and Seller, Seller shall not enter into any new license or easement agreements with respect to the Property or permit the Property to be encumbered in any way without Buyer's prior written consent. Buyer may give or withhold any such consent at its sole option.

12. REPRESENTATIONS, WARRANTIES, AND COVENANTS OF SELLER. Seller represents, warrants and covenants to Buyer that:

12.1. Seller is a municipal corporation duly organized, validly existing and in good standing under the laws of the State of Missouri. Seller has the requisite power and authority to execute this Agreement and all other documents executed pursuant hereto. The execution, delivery and performance

of this Agreement and any other document pursuant hereto has been or will be duly authorized by all requisite municipal action, including but not limited to a City Ordinance, and will not violate any provision of law, any order of any court or governmental agency, the City Ordinances of Seller, or any provisions of any indenture, agreement or other instrument to which Seller is a party, or by which it or any of its properties or assets are bound, or be in conflict with, result in a breach of, or constitute (with or without notice and/or lapse of time) a default under any such indenture, agreement or other instrument.

12.2. Seller has no knowledge of any pending or prospective condemnation affecting this Property, or any pending public improvements in, about or outside the Property which will in any manner adversely affect the Property, nor is Seller aware that any such action is presently contemplated;

12.3. The execution, delivery and performance of this Agreement does not conflict with any instruments or agreements to which Seller is a party, or any judgment, decree, writ, order, rule, or regulation to which Seller is subject;

12.4. Seller has no knowledge of (i) any violations of any applicable law, ordinance, rule, regulation or order against or affecting the Property, or any litigation or other proceeding pertaining thereto including, without limitation, zoning, fire, health, building, or environmental laws, ordinances, rules, regulations and orders; (ii) any existing, presently pending, or threatened actions, suits or proceedings affecting the Property; or (iii) any pending but uncertified, unsatisfied, unconfirmed or unrecorded special assessment which, when certified ratified or confirmed would result in a lien against the Property;

12.5. All water, sewer, gas, electricity, telephone and other utilities serving the Property are supplied directly to the Property by facilities of public utilities and are adequate for the full operation of the business as presently conducted. Seller has not made any special arrangements with any of the utility providers and pays the usual and customary charges for such services;

12.6. There are no leases or other rights of occupancy for the Property;

12.7. Seller is the owner in fee simple title to the Property, free and clear of all liens, encumbrances, covenants, conditions, restrictions, options, rights-of-way, and easements affecting title, except the Permitted Exceptions, and Seller has not granted to any other party the right to acquire the Property, or any part thereof;

12.8. No portion of the Property is listed on or contained in a F.E.M.A. designated flood hazard area or floodway, U.S.G.S. designated floodplain, or U.S. Army Corps of Engineers wetland inventory;

12.9. To the best of Seller's knowledge: (i) It is not in any way contaminated with any hazardous substances (as defined for purposes of any federal environmental laws or any state or local environmental laws or ordinances of the state in which the property is located), petroleum or petroleum products; (ii) it is not subject to any federal, state or local "Superfund" lien, proceedings, claim, liability or action, or the threat or likelihood thereof, for the clean-up, removal, or remediation of any hazardous substance from same; (iii) there is no asbestos on same; (iv) there is no underground storage tank(s) on same; (v) no part of it has been classified as "wetlands"; and (vi) there have been no past or there are no pending or threatened claims, complaints, notices or requests for information received by Seller with respect to any alleged violation of any environmental law; or complaints, notices or requests for information to Seller regarding potential liability under any environmental law; and

12.10. Seller knows of no facts or circumstances which have not been disclosed to Buyer, in writing, and which could impair, impede, or prohibit Buyer's desired commercial development of the

Property.

All of the representations, warranties and covenants contained in this Agreement shall survive the delivery of deed, and Seller hereby agrees to hold Buyer harmless from any claim, demand, damage or expense, including reasonable attorney's fees, for any breach of warranties, representations or covenants contained in this Agreement.

13. DEFAULT.

13.1. By Buyer. In the event of a default under this Agreement by Buyer, Seller shall accept payment of the Earnest Money as liquidated damages, as Seller's sole remedy, it being agreed that actual damages are difficult, if not impossible to ascertain, and this Agreement shall thereafter be void.

13.2. By Seller. In the event of a default under this Agreement by Seller, Buyer may, at Buyer's option, elect to (a) terminate this Agreement by written notice to Seller, in which event the Earnest Money shall be repaid to Buyer and, in addition, Seller shall pay to Buyer an amount equal to all of Buyer's direct, out-of-pocket costs and expenses arising out of the transactions contemplated by this Agreement including, but not limited to, those for any appraisal, title work, survey, geotechnical review, application fees related to permits, and attorney's fees; or (b) seek relief in an action for specific performance; provided, however, that an election by Buyer to pursue one or the other of the foregoing remedies shall not preclude Buyer from pursuing the other remedy until full satisfaction shall have been received on the remedy pursued.

13.3. Attorney's Fees. In the event of litigation subsequent to default, the prevailing party shall be entitled to recover its reasonable attorney's fees and its litigation costs, including court costs, from the non-prevailing party.

14. REAL ESTATE AGENTS AND COMMISSION. Seller and Buyer hereby acknowledge, represent and warrant that neither has engaged or otherwise employed any brokers or finders, the employment or engagement of whom would result in the other party hereto having any additional duty or obligation with respect thereto. In addition, Buyer and Seller agree to indemnify and hold each other harmless from any and all claims of brokers, consultants or real estate agents by, through or under the indemnifying party for fees or commissions arising out of the sale of the Property to Buyer.

15. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement and understanding between the parties hereto, and supersedes any prior agreement and understanding relating to the subject matter of this Agreement. This Agreement may be modified or amended only by written agreement by the parties hereto.

16. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original hereto and all of which together shall constitute but one instrument.

17. HEADINGS. Headings and titles of the paragraphs and subparagraphs herein are placed herein for convenient reference only, and shall not to any extent have the effect of modifying, amending or changing the express terms and provisions of this agreement.

18. SUCCESSORS AND ASSIGNS. This Agreement and all of the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Buyer reserves the right to assign its interest in this Agreement to a related person or entity (an individual, corporation, limited liability company, partnership or other such entity which, directly or indirectly, is in control of, is controlled by or is under common control with Buyer) at the option of

Buyer.

19. GOVERNING LAW. This Agreement shall be construed in accordance with the laws of the State of Missouri.

20. SEVERABILITY. In the event any part or parts of this Agreement are found to be void or in violation of any law, the remaining provisions of this Agreement shall nevertheless be binding with the same effect as though the void or unlawful parts were deleted.

21. NOTICES. Any notice which any party hereto may desire or may be required hereunder to give to the other parties hereto, shall be in writing and shall be deemed to be duly given when received (or when refused, if that be the case) by personal delivery, or by registered or certified U. S. Mail, postage prepaid, return receipt requested, addressed to such other party as follows:

SELLER: City of Sikeston, Missouri
Attn: City Manager
105 E. Center Street
Sikeston, MO 63801

With a copy to: Chuck Leible
371 North Kingshighway
Sikeston, MO 63801

BUYER: Mayson Investments, LLC
Attn: Jeffrey J. Maurer
1610 N. Kingshighway, Suite 301
Cape Girardeau, MO 63701

With a copy to: R. Michael Howard and Nancy L. Browne
The Limbaugh Firm
407 N. Kingshighway, Suite 400
P. O. Box 1150
Cape Girardeau, MO 63702-1150

or to such other address as a party hereto may hereafter designate to the other parties in writing.

22. CONSTRUCTION. Each party acknowledges that all parties participated equally in drafting this Agreement and, accordingly, no court construing this Agreement shall construe it more stringently against one party or the other.

23. LEGAL COUNSEL. By signing this Agreement, Buyer and Seller acknowledge that they have read this Agreement and understand the terms contained herein and have sought the advice of their respective legal counsel or knowingly waived the right to do so.

24. BUSINESS DAY. Whenever this Agreement provides for a date, day or period of time on or prior to which action or events are to occur or not occur, and if such date, day or last day of such period of time falls on a Saturday, Sunday or legal holiday, then same shall be deemed to fall on the immediately following business day.

25. TIME OF THE ESSENCE. Time wherever specified herein for satisfaction of conditions or performance of obligations by Seller or Buyer is of the essence of this Agreement.

26. **ELECTRONIC SIGNATURES.** This Agreement may be executed and delivered by electronic transmission (pdf file) which shall become effective when one or more counterparts have been signed by all of the parties hereto and delivered to the other parties, regardless of whether originals are delivered thereafter.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first herein written.

SELLER:

CITY OF SIKESTON, MISSOURI

By: _____

Printed Name: Steven H Burch

Title: Mayor

BUYER:

MAYSON INVESTMENTS, LLC

By: _____

Jeffrey J. Maurer
Jeffrey J. Maurer, Manager

EXHIBIT A
Legal Description for Property

VILLAGE GREEN PROPERTY

A tract or parcel of land being a part of U.S.P.S. No. 1032, Township 26 North, Range 14 East, City of Sikeston, New Madrid County, Missouri and being further described by metes and bounds as follows: Commencing at the Northwest corner of said U.S.P.S. No. 1032; thence S 9°10'46" E a distance of 1203.51 feet to a point on the centerline of South Kingshighway; thence N 81°43' E a distance of 30.00 feet to a point on the East right-of-way line of Business Route 61, said point being on the South right-of-way line of Southland Avenue (a undedicated street) for the point of beginning; thence S 9°10'46" E along the East right-of-way line thereof a distance of 235.00 feet to Highway Sta 20+88, 30' LT; thence N 80°49'14" E along said right-of-way line a distance of 20.00 feet to Sta 20+88, 50' LT, marked with a concrete right-of-way marker; thence S 10°39'15" E along said right-of-way line a distance of 119.19 feet to Highway Sta 22+08.5, marked by a concrete right-of-way marker; thence continuing along said right-of-way line on a curve to the left with a radius of 235.54 feet and a chord bearing S 34°55'46" E - 193.73 feet a distance of 199.66 feet to Highway Sta 24+50.5, 50' LT, marked with a concrete right-of-way marker; thence S 59°12'46" E along the North right-of-way line thereof a distance of 163.90 feet to Highway Sta 26+32, 50' LT, marked with a concrete right-of-way marker; thence S 74°50'22" E along said right-of-way line a distance of 90.58 feet to U.S. Highway 61 Sta 59+25, 110' RT, marked with a concrete right-of-way marker; thence N 39°46'42" E along the West right-of-way of said U.S. Highway 61 a distance of 103.08 feet to Sta 58+25, 85' RT, marked with a concrete right-of-way marker; thence N 28°23'05" E along said right-of-way a distance of 325.35 feet to Highway Sta 55+00, 70' RT; thence N 25°44'32" E along said right-of-way line a distance of 122.71 feet; thence N 85°42'12" W a distance of 94.92 feet; thence N 8°13'56" W a distance of 214.02 feet to the South right-of-way of Southland Avenue; thence S 81°43' W along the South line thereof a distance of 573.02 feet to the point of beginning and containing 7.186 acres, more or less.

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

EXHIBIT B

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
SIKESTON POINT**

GRANTORS/GRANTEES: **Sikeston Point
Mayson Investments, LLC**

This Declaration is entered into this _____ day of _____, 2016 by **Mayson Investments, LLC**, a Missouri limited liability company (the "**Developer**"), the owner of the following described real estate, located in the City of Sikeston, County of New Madrid, State of Missouri, and described, to-wit:

See Exhibit A, attached

being the property Developer intends to subdivide into commercial lots to be known as **Sikeston Point** (the "**Subdivision**") and to record a subdivision plat detailing the lots and any easements associated therewith in the office of the Recorder of Deeds for New Madrid County, Missouri (the "**Plat**").

It is the purpose and intention of this Declaration to enhance and protect the value, attractiveness, and desirability of the lots constituting the Subdivision; to preserve the Subdivision as a commercial development; to protect the same against certain uses by the adoption of this Declaration; to apply the plan contained in this Declaration to all of the land described herein; to benefit, guard and restrict the current and future owners and tenants of the Subdivision; and to foster their health, welfare and safety.

NOW, THEREFORE, Developer hereby declares that all of the property shown on the Plat, and each and every lot located therein, shall be subject to the covenants, conditions, restrictions, charges, and assessments which are hereinafter set out, except where specific exceptions are indicated in this Declaration, and that each and every lot when sold shall be sold subject to said covenants, conditions, restrictions, charges, and assessments, which shall **RUN WITH THE LAND**, and shall be binding upon all parties having any right, title or interest in any of said lots, and their heirs, successors, and assigns, and shall inure to the benefit of each owner of such lots.

1. EASEMENTS. Utility and access easements are reserved as delineated on the Plat of the Subdivision. Utility easements may be used for the purpose of constructing, operating and maintaining wires, pipes, conduits or other transmission systems and appurtenances for electric, telephone, telegraph, water, sewage, storm sewer, natural gas, video or cable television and all other services in the nature of public utilities. The driveways shall be used for access and shall not be obstructed. Curb cuts shall be located as approved by Developer with construction plans and specifications submitted for a Building Permit (defined below).

2. **ARCHITECTURAL CONTROL.** No building shall be erected or altered on any lot until the construction plans and specifications and the plans showing the location of the structure have been approved by the Developer (approval hereafter referred to as "*Building Permit(s)*") as to the workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. Provided, however, that under no circumstances shall Developer approve a Building Permit for a metal building on any lot. No fence or wall shall be erected, place or altered on any lot, tract or parcel unless similarly approved. Once approved, no change or alteration in the site plan or building plans and specifications may be made until such change or alteration has been submitted to and approved by the Developer. The primary purpose of such review shall be to assist each lot owner in achieving compliance with the building restrictions contained herein. In spite of the foregoing provision, the Developer shall have no affirmative obligation to be certain that all elements of the design comply with the restrictions contained in this Declaration, and the Developer shall have no liability for any decision or lack thereof in issuing any Building Permit, nor shall the Developer be liable to any person for any discretionary approval, disapproval or failure to approve any matter submitted for approval, for the adoption of any rules, regulations or guidelines, or for the enforcement of or failure to enforce any of the restrictions contained in this Declaration. The responsibility for compliance with all of the terms of this Declaration shall rest with the individual lot owners. Each lot owner agrees to save, defend, and hold Developer harmless from any decision or lack thereof relating to such owner's property or buildings to be constructed on his or her property.

3. **BUILDING PERMITS.** All applications to the Developer for Building Permits shall be accompanied by a plat in duplicate drawn to scale, showing the actual dimensions of the lot to be built upon, the size of the building to be erected, the location of the building lines within the lot and other such information as may be necessary to provide for the enforcement of these restrictions.

4. **USE.** The Subdivision shall be used solely for commercial purposes and no lot shall be used for any purpose other than for that use applied for and permitted by Developer. No lot shown on the recorded Plat of the Subdivision may be hereafter subdivided. Only Mayson Investments, LLC or its designated assigns may erect a C-store or automotive fueling station within the Subdivision.

5. **SIGNS.** Signs announcing the name of the business shall be as approved in the Building Permit. Other than as specifically approved by Developer, only a "For Rent" or "For Sale" sign may be posted on any Subdivision property. Such sign shall be limited in size to four square feet. A "Sikeston Point" sign may be erected by Developer at the entrance(s) to the Subdivision.

6. **SUCCESSOR DEVELOPER.** In the event Mayson Investments, LLC, or a Related Party, no longer owns any part of the Subdivision, the City of Sikeston, Missouri shall automatically succeed to the rights and responsibilities of the Developer without the necessity of a written assignment. As used herein, a "Related Party" shall mean any individual, corporation, limited liability company, partnership or other such entity which, directly or indirectly, is in control of, is controlled by, or is under common control with Mayson Investments, LLC.

7. **ENFORCEMENT.** The Developer or any lot owner shall have the right to enforce, by any proceeding at law or in equity to restrain violation, compel compliance, or recover damages, all restrictions, conditions, and covenants now or hereafter imposed by the provisions of this Declaration. If any such action shall be successfully brought, the party bringing the action shall also be entitled to recover its costs, including a reasonable attorney's fee, from the party violating or attempting to violate any of the provisions of this Declaration. Failure by any party to enforce any covenant or restriction contained in this Declaration shall in no event be deemed a waiver of the right to do so at a later date.

8. **AMENDMENT.** The lot owners within the Subdivision may amend any provision of this

Declaration at any time, but only upon approval by 100% of the votes of all lot owners and the Developer. Any such amendment shall be effective upon the recording of an instrument signed by all of lot owners in the Subdivision and the Developer.

9. **BINDING EFFECT; TERM.** The terms, covenants, conditions, restrictions, and assessments contained in this Declaration shall take effect immediately upon this instrument being filed in the Office of the Recorder of Deeds of New Madrid County, Missouri, and shall be covenants running with the land. Each and all grantees in accepting conveyances of lots in this Subdivision shall bind themselves, their heirs, assigns, successors or legal representatives in the observance and performance of the reservations, limitations, restrictions, conditions, easements and covenants herein set forth, for a period of 30 years from the date this Declaration is recorded, unless amended prior to such time in the manner set forth herein, after which time said covenants shall be automatically extended for successive periods of 10 years each, unless amended in the manner set forth herein.

10. **SEVERABILITY.** Each and every of the covenants, restrictions, reservations, and servitudes contained herein shall be considered to be an independent and separate covenant and agreement, and in the event any one of such provisions shall for any reason be held to be invalid or unenforceable, all other provisions shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, as Manager of Developer, has executed this Declaration the day and year first above written.

Mayson Investments, LLC

By _____
Jeffrey J. Maurer, Manager

STATE OF MISSOURI)
)
COUNTY OF CAPE GIRARDEAU) ss.

On this ____ day of _____, 2016, before me appeared *Jeffrey J. Maurer*, Manager of *Mayson Investments, LLC*, a Missouri limited liability company, known to me to be the person who executed the within instrument in behalf of said company and acknowledged to me that he executed the same as the free act and deed of said company.

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

Notary Public

My commission expires:

EXHIBIT A
Legal Description for "Sikeston Point" Subdivision

A tract or parcel of land being a part of U.S.P.S. No. 1032, Township 26 North, Range 14 East, City of Sikeston, New Madrid County, Missouri and being further described by metes and bounds as follows:

Commencing at the Northwest corner of said U.S.P.S. No. 1032; thence S 9°10'46" E a distance of 1203.51 feet to a point on the centerline of South Kingshighway; thence N 81°43' E a distance of 30.00 feet to a point on the East right-of-way line of Business Route 61, said point being on the South right-of-way line of Southland Avenue (a undedicated street) for the point of beginning; thence S 9°10'46" E along the East right-of-way line thereof a distance of 235.00 feet to Highway Sta 20+88, 30' LT; thence N 80°49'14" E along said right-of-way line a distance of 20.00 feet to Sta 20+88, 50' LT, marked with a concrete right-of-way marker; thence S 10°39'15" E along said right-of-way line a distance of 119.19 feet to Highway Sta 22+08.5, marked by a concrete right-of-way marker; thence continuing along said right-of-way line on a curve to the left with a radius of 235.54 feet and a chord bearing S 34°55'46" E - 193.73 feet a distance of 199.66 feet to Highway Sta 24+50.5, 50' LT, marked with a concrete right-of-way marker; thence S 59°12'46" E along the North right-of-way line thereof a distance of 163.90 feet to Highway Sta 26+32, 50' LT, marked with a concrete right-of-way marker; thence S 74°50'22" E along said right-of-way line a distance of 90.58 feet to U.S. Highway 61 Sta 59+25, 110' RT, marked with a concrete right-of-way marker; thence N 39°46'42" E along the West right-of-way of said U.S. Highway 61 a distance of 103.08 feet to Sta 58+25, 85' RT, marked with a concrete right-of-way marker; thence N 28°23'05" E along said right-of-way a distance of 325.35 feet to Highway Sta 55+00, 70' RT; thence N 25°44'32" E along said right-of-way line a distance of 122.71 feet; thence N 85°42'12" W a distance of 94.92 feet; thence N 8°13'56" W a distance of 214.02 feet to the South right-of-way of Southland Avenue; thence S 81°43' W along the South line thereof a distance of 573.02 feet to the point of beginning and containing **7.186 acres**, more or less.

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

Council Letter

Date of Meeting: 16-10-11

Originating Department: General Government

To the Mayor and City Council:

Subject: Second Reading & Consideration of Bill 6039, Authorizing Execution of Contract for Fabrication & Installation of Gateway Monuments and Wayfinding Signage

Attachments:

1. Bill 6039
2. Exhibit A: Geograph Industries General Contract with Project Milestone and Payment Schedule

Action Options:

1. Approve Bill 6039
2. Other Action Council May Deem Necessary

Background:

During the September 12 City Council meeting staff was given authorization to finalize negotiations with Geograph Industries, Inc. of Harrison, Ohio for the fabrication and installation of 27 wayfinding and 3 gateway monuments. Exhibit A of Bill 6039 contains both the agreed upon general contract and the project's installation/payment schedule. The work will be completed over 5 fiscal years (FY-17 through FY-21) and funded out of the Tourism Lodging Tax Fund. Total cost of the project will be \$267,100.

Staff is requesting approval of Bill 6039.

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6039 AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF SIKESTON, MISSOURI AND GEOGRAPH INDUSTRIES, INC. PROVIDING FOR THE FABRICATION AND INSTALLATION OF WAYFINDING AND GATEWAY MONUMENT SIGNAGE IN THE CITY.

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: That the Agreement set forth on "Exhibit A" sets forth the various responsibilities and liabilities of the parties for the fabrication and installation of wayfinding and gateway monument signage within the City of Sikeston.

SECTION III: The Mayor and such other officials as may be necessary are hereby authorized, empowered and directed to execute any documents necessary and proper to effectuate the same and specifically "Exhibit A" which is attached hereto and incorporated by reference.

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: Record of Passage:

A. Bill Number 6039 was introduced to Council and read the first time this 3rd day of October 2016.

B. Bill Number 6039 was read the second time this 11th day of October 2016, discussed and was voted as follows:

Depro_____, Evans_____, Settles_____,

Merideth_____, White-Ross_____, Gilmore_____,

and Burch_____

thereby being_____,

becoming Ordinance 6039.

C. Ordinance 6039 shall be in full force and effect November 11, 2016

Steven Burch, Mayor

Approved as to Form
Charles Leible, City Counselor

SEAL/ATTEST:

Carroll Couch, City Clerk

ORDINANCE 6039

EXHIBIT A



**GEOGRAPH
INDUSTRIES, INC.**

475 Industrial Drive · Harrison, Ohio 45030
513.202.9200 · 513.202.9299 fax
sales@geograph-ind.com · www.geograph-ind.com

City of Sikeston
105 E Center St.
Sikeston, MO 63801
Attn: Linda Lowes

Date: 9-26-16

GENERAL CONTRACT

This agreement is between Geograph Industries, Inc. (Contractor) and the City of Sikeston (Owner) is hereby entered into this day _____. The Owner and the Contractor agree as set forth in the following:

1. Work. The Contractor shall perform the work as described and shown in the Contract Documents for completion of the City of Sikeston Wayfinding Signage including furnishing all plant, labor, material, equipment, and performing all work required for the project as outlined in the Contract Documents, which include:
 - A. Contractors Bid Submittal
 - B. Proposal Documents including Design Intent Drawings, Specifications, ITB, and Project Manual all dated 5-31-16 as designed by Workshop Design, LLC.
 - C. Milestone Project-Payment Schedule
 - D. MODOT Requirements to be applied to all Signage located in the MODOT ROW.
 - E. Engineer-approved, engineer-stamped drawings to be submitted by Contractor and approved by Owner prior to initiation of Installation Phase.
2. Contract Documents. The Contract Documents may only be altered, amended or modified as provided in the general conditions.
3. Contract Time. Time is of the essence to the performance of this contract. The Contractor shall complete the project as per the Milestone Project-Payment Schedule.
4. Contract Price. The Owner shall pay the Contractor for the completion of the work in accordance with the Contract Documents and the Milestone Project-Payment Schedule. The stated amount of this contract is \$267,100.00, but the actual amounts payable hereunder will be calculated in accordance with the Milestone Project-Payment Schedule and quantities actually delivered and installed. Upon completion of installation of each sign, the Owner will inspect each sign and ensure it complies with the contract. The signed approval of the Owner starts the One-Year Warranty period.
5. Waiver of Attorneys' Fees. If any action at law or in equity is necessary to enforce this agreement, each party agrees to pay its own attorneys' fees and will not seek to recover its own attorneys' fees from the other party.
6. Submittals, Changes, and Approvals: Prior to manufacturing any signs, the Contractor shall provide shop drawings of all proposed signs to the Owner and obtain the approval of all shop drawings by the Owner.

IN WITNESS WHEREOF, the parties have caused this contract to be executed by their duly authorized officials in one original copy on the date first above written. Additional copies of the original contract will be distributed to all appropriate parties.

OWNER: City of Sikeston

CONTRACTOR: Geograph Industries, Inc.

Signature

Signature

Printed Name and Title

Printed Name and Title

(Seal)

(Seal)

ATTEST:

ATTEST:

Printed Name and Title

Printed Name and Title

PREPARED BY:

George M. Freudiger, Treasurer
Geograph Industries, Inc.



MILESTONE PROJECT-PAYMENT SCHEDULE | CITY OF SIKESTON, MO | RFP 16-36 | REVISED 9-27-16

PHASE I: WAYFINDING SIGNAGE INSTALLATION TO BE COMPLETED BY JUNE 30, 2017

LOCATION NO.	SIGN TYPE	LOCATION	R-O-W OWNER	COST
W.N2-A	A.01	Hwy. HH at North Ingram Road	MODOT	
W.N2-B	A.01	Hwy. HH at North Ingram Road	MODOT	
W.N3-C	A.01	Highway 61 at Hwy. HH	MODOT	
W.N3-D	A.01	Highway 61 at Hwy. ZZ	MoDOT	
W.E3-A	A.01	Malone Ave. at Lambert's Café	COS	
W.C2-C	A.01	N. Main at Salcedo Road (Place on 3rd BMU Light Pole north of intersection)	MODOT	
W.C4-A	A.01	N. Main at N. Kingshighway (North Y) (Place on BMU Light Pole between Church entrances)	MODOT	
W.C2-A	A.01	N. Main at Salcedo Road (Place on BMU Light Pole, first pole after Ponders Funeral Home Entrance)	MODOT	
W.S2-A	A.01	S. Main at S. Kingshighway, South Y (Place on BMU Light Pole)	MODOT	
W.S1-C	V.01	Highway 60 ROW near Matthews Park	MODOT	
COMPLETION OF PHASE I: BILLING TO BE RECEIVED AND PAID BY NO LATER THAN JUNE 30, 2017				\$61,300

PHASE II: WAYFINDING SIGNAGE INSTALLATION TO BE COMPLETED BY JUNE 30, 2018

LOCATION NO.	SIGN TYPE	LOCATION	R-O-W OWNER	COST
W.S3-A	B.01	S. Main at Helen St., Post with breakaway assembly in front of strip stores	MODOT	
W.S3-B	B.01	S. Main at Helen, place on BMU Light Pole	MODOT	
W.E1-A	B.01	Malone Ave., 2nd BMU Light Pole past Intersection	MODOT	
W.E1-B	B.01	Malone at Pine (BMU light pole between Market Place Entrances)	MODOT	
W.E2-A	B.01	Malone at Selma (On BMU light pole before Dollar General Entrance)	MODOT	
W.E2-C	B.01	Malone at Selma (2nd BMU light pole east of stop light)	MODOT	
W.E2-D	B.01	Double-sided sign, Linn at Campanella. Install on new post with breakaway assembly on south side of Linn St.	COS	
W.E2-E	B.01	Salcedo Road at N. Ingram	COS	

PHASE II: WAYFINDING SIGNAGE INSTALLATION DEADLINE - JUNE 30, 2018 (Continued)

LOCATION NO.	SIGN TYPE	LOCATION	R-O-W OWNER
W.C1-A	B.01	Malone Avenue (Across from Montgomery Bank ATM) place on BMU Light Pole	MODOT
W.C1-B	B.01	Main at Malone, on BMU Light Pole (across from Maple St.)	MODOT
W.C1-C	B.01	Main at Malone, on BMU Light Pole (near Greer St.)	MODOT
W.C1-D	B.01	Main at Malone on BMU Light Pole (Walgreen's Parking Lot)	MODOT
W.E2-B	C.01	Malone at Selma (Linn/Industrial Split) Single breakaway post at entrance Veteran's Park	COS

COMPLETION OF PHASE II: BILLING TO BE RECEIVED AND PAID NO EARLIER THAN JULY 1, 2017 AND NO LATER THAN JUNE 30, 2018 \$61,100

PHASE III: GATEWAY MONUMENT INSTALLATION DEADLINE - JUNE 30, 2019

LOCATION NO.	SIGN TYPE	LOCATION	R-O-W OWNER
W.S4-A	C.01	Pine at Helen, new post with breakaway assembly	COS
W.C2-B	C.01	E. Salcedo at N. Main, on breakaway post	COS
W.C3-A	C.01	N. Kingshighway at Salcedo Road (Post Assembly)	MODOT
W.S1-D	V.01	Highway 60 E, Right-of way before 60/61 Interchange	MODOT
M.E.1	M.01	Malone Avenue near Sikeston/Miner City Limits, will be in City's trail corridor	COS

COMPLETION OF PHASE III: BILLING TO BE RECEIVED AND PAID NO EARLIER THAN JULY 1, 2018 AND NO LATER THAN JUNE 30, 2019 \$64,900

PHASE IV: GATEWAY MONUMENT INSTALLATION DEADLINE - JUNE 30, 2020

LOCATION NO.	SIGN TYPE	LOCATION	R-O-W OWNER	COST
M.N.2	M.01	Hwy 61, Industrial Park easement south of County Road 486, but north of FedEx Driveway	COS	

COMPLETION OF PHASE IV: BILLING TO BE RECEIVED AND PAID NO EARLIER THAN JULY 1, 2019 AND NO LATER THAN JUNE 30, 2020 \$39,000

PHASE V: GATEWAY MONUMENT INSTALLATION DEADLINE - JUNE 30, 2021

LOCATION NO.	SIGN TYPE	LOCATION	R-O-W OWNER
M.N.1	M.01	Intersection Hwy. HH and N. Ingram Road. Locate on City property, Southwest Corner	COS

COMPLETION OF PHASE V: BILLING TO BE RECEIVED AND PAID BY NO EARLIER THAN JULY 1, 2020 AND NO LATER THAN JUNE 30, 2021 \$39,900