

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

#### **TENTATIVE AGENDA**

## SPECIAL CITY COUNCIL MEETING SIKESTON CITY HALL

Monday, October 22, 2018 7:30 A.M.

- I. CALL TO ORDER
- II. RECORD OF ATTENDANCE
- III. OPENING PRAYER
- IV. PLEDGE OF ALLEGIANCE
- V. ITEMS OF BUSINESS
  - A. Consideration of Christmas Eve Holiday
  - B. Award Bid #19-19, Maintenance Building Concrete Walls
  - C. Award Domestic Violence Surcharge
  - D. Appointment to SEMO University Sikeston Campus Advisory Council
  - E. Appointment to LCRA Board
  - F. Award Purchase of Pickup Trucks for Public Works
  - G. Award of Rail Trail Construction Bid
  - H. Renewal of Employee Health Insurance
  - I. Request from Tetra-Pak for Sale of Portion of Railroad Right-of-Way
  - J. Resolution 18-10-01, Supporting Phase 1 of Future I-57 Project, Ingram Interchange
  - K. 1st Reading, Bill #6125, Authorization to Change George E. Day Parkway from Colonel to General
  - L. 1st Reading, Bill #6126, Extension of Cell Tower Lease
  - M. Other Items As May Be Determined During the Course of the Meeting

#### VI. ADJOURNMENT

Dated this 18th day of October 2018.

Rhonda Council, Deputy City Clerk

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

## **Council Letter**

Council Letter: 18-10-22

Originating Department: Administrative Services Department

To the Mayor and City Council:

Subject: Consideration of Christmas Eve Holiday

#### **Attachments:**

None

#### **Action Options:**

- 1. Authorization to increase the Christmas Eve Holiday to 1 full day
- 2. Other action as Council may deem appropriate.

#### Background:

City employees receive ½ day off for Christmas Eve. This year, Christmas Eve falls on a Monday. We are asking the City Council to consider giving employees the full day off. This would allow employees to have four consecutive days off and facilitate traveling.

The additional salary cost for the holiday would be approximately \$10,800. In 2019, the holiday would return to  $\frac{1}{2}$  day.

## **Council Letter**

Date of Meeting 18-10-18

Originating Department: Public Works

To the Mayor and City Council:

Subject: Bid #19-19 Block laying for the BMX Storage Building Expansion at the Recreation Complex.

#### **Action Options:**

- 1. Award bid to Quertermous Masonry for \$12,592.00
- 2. Other action the City Council deems appropriate.

#### Background:

Staff sought bids for labor to lay concrete blocks for the BMX storage building expansion in the Recreation Complex. Bid specs were sent to four contractors, but only one bid was submitted and opened on October 12. Quertermous Masonry bid \$12,592.00 to lay blocks for the building. Our project estimate for the block-laying was \$15,000.00.

Quertermous Masonry has done other work for the Parks Division and has done a quality job. Staff recommends award of the labor for the block-laying project to Quertermous Masonry for \$12,592.00.

## **Council Letter**

Council Letter: 18-10-22

Originating Department: Department of Governmental Services

To the Mayor and City Council:

Subject: Award of 2019 Domestic Violence Surcharge Shelter Funding

#### Attachments:

House of Refuge Application for Calendar Year 2019

#### Action Options:

- 1. Authorize calendar year 2019 funding in an amount not to exceed \$8,000 to the House of Refuge Domestic Violence Shelter;
- 2. Other actions as Council may deem appropriate.

#### Background:

Several years ago the State established a funding source for domestic violence abuse shelters. A \$4.00 Domestic Violence Shelter Surcharge was placed on all municipal court convictions. These funds are retained by the City and distributed via an application process to domestic violence shelters serving the municipality.

On September 21, 2018 the House of Refuge for Abused and Battered Women submitted an application for funding in the amount of \$8,000. This amount would be distributed on a monthly basis during calendar year 2019. Their application meets all municipal requirements, and if Sikeston's municipal court caseload remains at current levels, \$8,000 in domestic violence shelter surcharge fees should be generated.

Staff is seeking Council award of calendar year 2019 funding, in an amount not to exceed \$8,000, to the House of Refuge for Abused and Battered Women.

### City of Sikeston, Missouri

### HE HERREDIKAVICOUMS OF DOMESTICAVIOLENCE FUNDING PROGRAM FOR YEAR ENDING December 54, 2019

### 

Sikeston City Hall 105 East Center Street, Sikeston, MO 63801 (573) 471-2512

I. Identification:

Applicant Shelter: House of Refuge for Abused and Battered Women

Shelter Director:

Jill Hill

Shelter's Mailing Address: P.O. Box 244

Telephone: 573-472-4499

Fax: 573-472-9966

Email: sikestonsafeplace@gmail.com

Federal Employer Identification Number (FEIN): 43-1764746

Date of Incorporation: 10/19/1998

Date Operations Began: 07/01/2001

**II. Primary Contact:** 

Name: Michele Krokstrom

Title: Chairman

Mailing Address: P.O. Box 244

**Telephone:** 573-380-1155

Fax:

Email: mwkrok@yahoo.com

III. Application Prepared by:

Name/Title: Briley Burgess-Smith, Board Member

Date: Sept 13, 2018

**Telephone:** 573-380-1931

Fax:

Email: bsmith001@charter.net

#### IV. Verification of Eligibility:

- A. Attach copy of shelter's Certificate of Incorporation from the Missouri Secretary of State.  $_{\rm See\ attached}$
- B. Attach list of the directors of the corporation with addresses and telephone numbers.

  See attached
- C. Attach list of shelter trustees, their addresses and telephone numbers; indicate their representation of Sikeston's racial, ethnic and socioeconomic diversity; and indicate their personal experience in confronting or mitigating the problems of domestic violence.

  Not applicable
- D. Attach list of the applicant shelter's proposed funding sources indicating the type of support supplied (cash, goods or services), and what percentage of the shelter's total operational income each source provides.
- See attached

  Submit documentation stating the nature and type of residential services or facilities provided for children when accompanied by a parent, guardian or custodian who is a victim of domestic violence and receiving temporary residential service at the shelter?

  See attached
- F. Does the applicant shelter require its employees and volunteers to maintain the confidentiality of any information that would identify the individuals served by the shelter?

  If so, attach copy of statement.

Yes, See attached

G. Does the applicant shelter require its employees and volunteers to maintain the confidentiality of information or records that are directly related to the advocacy services provided to shelter residents? If so, attach copy of statement.

Yes, see attached.

H. Does the applicant shelter advise individuals being served by the shelter of the nature and scope of its confidentiality requirements? If so, attach copy of statement.
Yes, see attached

#### V. Historical Data:

A. Attach summary of the applicant shelter's prior year's activities. Indicate what specific services and programs were provided.

See attached

| В.                  | Attach report indicating the number of individuals receiving services from the applicant shelter in the prior year, delineated by type of services, sex, race, and age.  See attached                           |
|---------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| C.                  | Attach copy of applicant shelter's financial statement or annual report for the past two years.  See attached                                                                                                   |
| VI. Pr              | oposed Operating Budget:                                                                                                                                                                                        |
|                     | Attach applicant shelter's proposed operating budget for the calendar year ending December 31, 2019. See attached                                                                                               |
| B.                  | What is the amount of funding being requested from the City of Sikeston?                                                                                                                                        |
|                     | \$8000                                                                                                                                                                                                          |
| Attach of the 2019. | Proposed Services: a summary of the services the applicant shelter proposes to offer with an estimate number of persons to be served during the calendar year ending December 31,  See Attached  Signatures:    |
| best (              | st that the information provided in and submitted with this application is, to the of my knowledge, complete and accurate. If approved, the applicant intends to be the services described in this application. |
| APPL                | ICANT:                                                                                                                                                                                                          |
|                     |                                                                                                                                                                                                                 |
| Shelte              | r Director (Please Print)  Michele W. Hokston  President of Corporation (Please Print)                                                                                                                          |
|                     | Justil Ontulato. Tro                                                                                                                                                                                            |
| Signat              |                                                                                                                                                                                                                 |
| Title               | Date Title Date                                                                                                                                                                                                 |

### CITY OF SIKESTON:

| Approved and funding approp | oriated this | day of | 2018. |  |
|-----------------------------|--------------|--------|-------|--|
|                             |              |        |       |  |
|                             | ¥            |        |       |  |
| Steven Burch, Mayor         | Date         |        |       |  |
| ATTEST:                     |              |        |       |  |
| v.                          |              |        |       |  |
| Carroll Couch, City Clerk   | Date         |        |       |  |

# **Council Letter**

Council Letter: 18-10-22

Originating Department: Department of Governmental Services

To the Mayor and City Council:

Subject: Appointment to SEMO University - Sikeston Advisory Council

#### **Action Options:**

- 1. Make appointment to the SEMO University Sikeston Advisory Council
- 2. Other action as Council may deem appropriate

#### Background:

During the Council meeting on September 24, it was indicated that there was one more position to fill on the SEMO University - Sikeston Advisory Council but we did not have any applications in our Resource Bank.

We are in receipt of an application from John Leible, a resident of Sikeston. Staff asks for Council's consideration in appointing Mr. Leible to this board.

## **Council Letter**

Council Letter: 18-10-22

Originating Department: Department of Governmental Services

To the Mayor and City Council:

Subject: Appointment to LCRA Board of Commissioners

#### **Action Options:**

- 1. Make appointment to the LCRA Board of Commissioners
- 2. Other action as Council may deem appropriate

#### Background:

LCRA Board member Mike Jensen recently notified City staff of his desire to resign from this board. Mr. Jensen's term was due to expire September 2019. Staff is requesting Council to appoint a new member to this advisory board to fill this unexpired term.

#### Requirements for appointment:

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

#### Resource Bank Applicants:

| Name/Address              | Years of Residency |
|---------------------------|--------------------|
| Paul Cohen                | 52                 |
| James Barnhart            | 15+                |
| Agnes Mason               | 20+                |
| Mike Ziegenhorn           | 62                 |
| Willie James Billops-HIII | 2                  |
| Larry Hancock             | 21                 |

## **Council Letter**

Date of Meeting 18-10-22

Originating Department: Public Works

To the Mayor and City Council:

Subject: Award Fleet Purchases for Public Works

#### **Action Options:**

1. Award Fleet Purchases for Public Works

2. Other action the City Council deems appropriate.

#### Background:

In multiple Public Works Divisions, we included 5 vehicles in the current fiscal year budget plus a lift for the garage.

We have been on hold with the truck order due to a new body style coming out, and a delay on the renewal of the contract from the state level.

Despite numerous phone calls informing us that it would be mid-November before we could place orders, I was told recently by Dave Helterbrand of Don Brown Chevrolet that the extended/double cab model from 2019 can still be ordered. The normal cab and the crew cab for the 2019 new body style will not be available to be ordered for a few more weeks, and they expect the cost to increase as compared to the old contract.

For this reason, I have been looking into purchasing the 2019 extended cab model for our truck needs. With 4WD it does get it over our single line item budget for most of our trucks. But when considering our savings on the courtesy car, the used truck for Code and the garage lift, as you see below, our expenditures are well below our overall budget.

I would also note that we have looked at many of our reliable sources for used/rebuilt trucks. We did find one that we already purchased for Code, but have not found any other worthy candidates.

It is also worthy to note that a vehicle for the second code officer that was added late in the budget process was not included in the budget. We were able to be creative and acquire an older DPS detective car that is now being used by one of our code officers.

### Budget/Expenditure Breakdown:

|                          | Budget    | Actual    |
|--------------------------|-----------|-----------|
| Truck - Parks            | \$25,000  | \$26,090  |
| Truck - Airport          | \$23,000  | \$26,090  |
| Car - Airport            | \$10,000  | \$8,500   |
| Truck - Code Enforcement | \$23,000  | \$12,500  |
| Truck - Code Enforcement | \$23,000  | \$26,090  |
| Truck - Garage           | \$23,000  | \$26,090  |
| Lift - Garage            | \$20,000  | \$8,000   |
|                          |           |           |
| TOTAL                    | \$147,000 | \$133,360 |

Therefore, staff is requesting the authorization to order four (4) work trucks for the price of \$26,090 each for the following DPW Divisions: Parks, Airport, Garage, and Code from Don Brown Chevrolet per the still current state bids for a ½ Ton 4WD Extended Cab Work Truck.

## **Council Letter**

Date of Meeting 18-10-22

Originating Department: Public Works

To the Mayor and City Council:

Subject: Award of Rail to Trail Construction Bid# 19-23

#### **Action Options:**

Award Rail to Trail Construction Bid # 19-23

2. Other action the City Council deems appropriate.

#### Attachments:

- 1. Engineer's Recommendation Letter
- 2. Bid Tabulation

#### Background:

After a lengthy back-and-forth with MoDOT to 'clear' our acquisition of the railroad right-of-way, we have finally opened bids on Phase One of the Rail Trail. The project has a combination of Transportation Alternative Program (TAP) funds, the last of the city's Surface Transportation Program (STP) funds, and a local match (25%) from city capital improvement funds.

We received five (5) bids on September 21<sup>st</sup> for the construction of this project. (See Attached Bid Tabulation Sheet). The low bid was from Hessling Construction from Dexter, Missouri for the amount of \$360,570.96. All paperwork and DBE goals were in order, and verified by Darrall Hirtz of Waters Engineering of Sikeston.

During budget preparation earlier this Spring (2018), the following numbers were included in the city budget for Fiscal Year 2019:

Revenue: \$248,058 Total Costs: \$368,944 Local Match:: \$120,886 After further estimates, receiving actual bids, and accounting for additional STP funds not included in the FY19 budget, we now have the following numbers that will be submitted as a budget amendment for FY19:

Revenue: \$291,847 (Increase) Total Costs: \$398,771 (Increase) Local Match: \$106,924 (Decrease)

(NOTE: \$398,711 is the amount of Federal Funding that we cannot exceed per agreement)

In the end, the overall cost summary for the project should read as follows:

| Description     | Total Costs  | Federal      | Local        | FY |
|-----------------|--------------|--------------|--------------|----|
| PE (Design)     | \$48,621     | \$36,465.75  | \$12,155.25  | 18 |
| Construction    | \$360,570.96 | \$263,197.36 | \$97,373.60  | 19 |
| CE (Inspection) | \$38,200     | \$28,650     | \$9,550      | 19 |
| TOTALS          | \$447,391.96 | \$328,313.11 | \$119,078.85 |    |

Overall, this puts us in a better financial position than I originally considered, primarily to my failing to include the added STP revenue to the FY19 budget.

Therefore, staff is requesting that the City Council approve awarding the bid to Hessling Construction of Dexter, Missouri with a bid of \$360,570.96 contingent upon MoDOT concurrence-in-award.

### Waters Engineering, Inc.

Civil Engineering & Land Surveying

Post Office Box 567 908 S. Kingshighway Sikeston, Missouri 63801 E-mail: dhirtz@waterseng.com Office: (573) 471-5680 Fax: (573) 471-5689

September 22, 2018

Jay Lancaster, Director of Public Works 105 East Center Sikeston, Missouri 63801

RE: Transportation Alternatives Program

Rail to Trail - Phase I Improvements

Project No. TAP-5800(014)

Dear Mr. Lancaster:

Bids were received for the rail to trail project on September 21, 2018. Attached, please find a copy of the bid tabulation. Five bids were received and following are our recommendations:

1. The low bid was received from Hessling Construction, Inc of Dexter, MO in the amount of \$360,570.96. We are very familiar with this company and they responded to all request in their bid submittal. We recommend the city to award them the contract as they are a well respected firm.

Our engineer's estimate for this project was \$348,581.40, therefore, the low bid was within 3.3% of estimate and is within reason for approval.

Attached is the City's letter to be signed if you agree with our recommendation of award. Upon return to our office, we will forward it along with the remaining paperwork to MoDOT for their approval. Upon their approval, the Notice of Award will be sent and a Pre-Construction Conference can be scheduled.

If you have any questions, please contact me.

Sincerely,

WATERS ENGINEERING, INC.

Darrall R. Hirtz, PE Senior Engineer

enclosures

# City of Sikeston Rall to Trail Phase 1 Federal Project No. TAP-5800(014)

|      |                                               |       | Hessling Construction, Inc |              | R.L. Persons Construction, Inc |                                           | Mike Light Coment Finishing, Inc |              | Fronabarger Concreters |                  | Nip Kelley Equipment Co Inc |                    |               |
|------|-----------------------------------------------|-------|----------------------------|--------------|--------------------------------|-------------------------------------------|----------------------------------|--------------|------------------------|------------------|-----------------------------|--------------------|---------------|
|      | BID DATE: September 21, 2018                  |       |                            | 12247 CR 637 |                                | 3025 Cravens Rd<br>Poplar Bluff, MO 63901 |                                  | 909 PCR 630  |                        | 3290 State Hwy E |                             | 41 North Sprigg St |               |
|      |                                               |       | , — і                      |              | MO 63841                       |                                           |                                  |              | e, MO 63775            |                  | MO 63769                    |                    | au, MO 63701  |
| ltem | item Description                              | Est   |                            | Unit         | Total                          | Unit                                      | Total                            | Unit         | Total                  | Unit             | Total                       | Unit               | Total         |
| No   |                                               | Qty   |                            | Price        | Price                          | Price                                     | Price                            | Price        | Price                  | Price            | Price                       | Price              | Price         |
| 1.   | Removal of Existing Improvements              | 1     | EA                         | \$ 11,307.66 | \$ 11,307.66                   | \$ 30,000.00                              | \$ 30,000.00                     | \$ 4,500.00  | \$ 4,500.00            | \$ 26,400.00 \$  | \$ 26,400.00                | \$ 23,560.00 3     | 23,560.00     |
| 1.   | 7-inch Concrete Pavement on 5-inch Crushed    | ۱     |                            |              | * 4404070                      |                                           |                                  |              |                        |                  |                             |                    | * *****       |
| 2.   | Limestone Base                                | 284   | SY                         | \$ 50.39     | \$ 14,310.76                   | \$ 75.25                                  | \$ 21,371.00                     | \$ 72.00     | \$ 20,448.00           | \$ 62.00 \$      | 17,808.00                   | \$ 68.00 \$        | 19,312.00     |
| 1 .  | 10-foot Wide Concrete Walking Trail (4-Inch   | ۱     |                            |              | 4 00 173 00                    |                                           |                                  |              |                        |                  |                             | l                  |               |
| 3.   | Conc on 4-inch Rock Base)                     | 918   | SY                         | \$ 32.11     | \$ 29,476.98                   | \$ 41.00                                  | \$ 37,638.00                     | \$ 68.00     | \$ 53,244.00           | \$ 45.00 \$      | 41,310.00                   | \$ 41.70 \$        | 38,280.60     |
| 1.   | 10-fool Wide Asphalt Walking Trail (2.5-inch  |       |                            | ا بمیما      | 4 70 705 60                    |                                           |                                  |              |                        | l                |                             |                    |               |
|      | on 4-inch Rock Base                           | 2,467 | SY                         |              | \$ 78,795.98                   | \$ 28.00                                  |                                  |              |                        |                  |                             |                    |               |
|      | Concrete Sidewalk                             | 195   | SY                         |              | \$ 8,299.20                    | \$ 72.00                                  |                                  |              | \$ 11,700.00           |                  |                             | \$ 53.00 \$        |               |
|      | Concrete Sidewalk, Pavement Thickness         | 26    | SY                         | \$ 125.01    | \$ 3,250.26                    | \$ 161.00                                 |                                  |              | \$ 2,028.00            |                  |                             | \$ 170.00          |               |
|      | 6-inch Wide Concrete Curb                     | 466   | LF                         | \$ 14.22     |                                |                                           |                                  |              | \$ 13,747.00           | \$ 14.00 3       |                             | \$ 26.00 \$        | 12,116.00     |
|      | Brick Pavers                                  | 34    |                            | \$ 73.78     |                                |                                           |                                  |              | \$ 2,244.00            |                  | 7,7-2100                    |                    |               |
|      | Pavement Marking                              | 406   | SF                         |              | \$ 3,028.76                    |                                           |                                  |              | \$ 2,030.00            |                  |                             | \$ 25.00 \$        |               |
|      | Detectable Warning Inserts                    | 342   | SF                         | \$ 23.33     | \$ 7,978.86                    |                                           | \$ 6,840.00                      |              | \$ 21,375.00           |                  | 10,260.00                   | \$ 27.70 \$        |               |
|      | Drop Inlets                                   | 2     | EA                         | \$ 2,452.23  |                                |                                           |                                  |              | \$ 5,200.00            |                  |                             | \$ 2,735.00 \$     |               |
|      | 12-inch Pipe                                  | 59    | LF                         | \$ 24.42     |                                |                                           |                                  |              | \$ 2,360.00            |                  |                             | \$ 49.70 \$        |               |
|      | 4-foot Steel Removable Bollards               | 10    | EA                         | \$ 382.26    |                                |                                           |                                  |              |                        |                  |                             | \$ 495.00 \$       |               |
|      | Stop Ahead Sign & Post                        | 12    | EΑ                         |              | \$ 3,580.80                    |                                           |                                  |              |                        |                  |                             | \$ 340.00 \$       |               |
|      | Stop Sign & Post                              | 12    |                            |              | \$ 3,580.80                    |                                           |                                  |              |                        |                  |                             | \$ 340.00 \$       |               |
|      | Silt Fencing                                  | 3,255 | LF                         | \$ 3.08      | \$ 10,025.40                   |                                           |                                  |              |                        |                  | 9,765.00                    | \$ 2.60            |               |
|      | Signal Lighting Modifications                 | 1_1_  |                            | \$ 23,714.35 |                                | \$ 21,000.00                              |                                  |              |                        |                  | 21,000.00                   | \$ 23,490.00       |               |
|      | 12-in x 8-in Thick Crushed Limestone          | 40    | SY                         | \$ 68.36     | \$ 2,734.40                    | \$ 19.00                                  |                                  |              | \$ 1,440.00            | \$ 20.00 \$      | 800.00                      | \$ 14.00 \$        |               |
|      | Historic Monument Sign                        | 1     | EA                         |              |                                | \$ 23,000.00                              |                                  |              | \$ 13,500.00           |                  | 30,000.00                   | \$ 13,495.00 \$    |               |
|      | Trail Monument                                | 1     |                            | \$ 18,444.66 |                                | \$ 23,000.00                              |                                  |              |                        |                  |                             | \$ 32,250.00       |               |
|      | 6-foot Bench                                  | 4     |                            |              | \$ 5,154.52                    |                                           | \$ 4,400.00                      |              |                        |                  |                             |                    |               |
|      | Trash Receptacle                              | 2     | EA                         |              | \$ 1,969.70                    |                                           | \$ 2,200.00                      |              |                        |                  |                             | \$ 2,795.00        |               |
|      | Depot Klosk                                   | 1     |                            | \$ 8,355.66  |                                | \$ 15,000.00                              |                                  |              |                        |                  |                             | \$ 17,060.00       |               |
|      | Water Fountain With Pet Bowl                  | 1     |                            | \$ 4,936.98  |                                |                                           |                                  |              |                        |                  |                             | \$ 10,660.00       |               |
|      | 6-foot Bicycle Rack                           | 1     | EA                         |              | \$ 578.09                      |                                           |                                  |              |                        |                  |                             | \$ 1,350.00 \$     |               |
|      | 'Alle' Lacebark Elm, 2.5in Caliper            | 15    | EA                         |              | \$ 8,834.40                    |                                           | 6,000.00                         |              |                        |                  |                             | \$ 832.00 \$       |               |
|      | Black Gum, 2.5in Caliper                      | 22    | EA                         |              | \$ 12,908.50                   |                                           |                                  |              | \$ 12,804.00           |                  |                             | \$ 832.00 \$       |               |
|      | Eastern Redbud, 2in Caliper                   | 10    | EA                         |              | \$ 5,504.50                    |                                           |                                  |              |                        |                  |                             | \$ 332.00 \$       |               |
|      | Serviceberry, 6-7ft                           | 17    | EΑ                         |              | \$ 7,958.38                    |                                           | 5,440.00                         |              |                        |                  | 5,525.00                    | \$ 364.00          |               |
|      | Sweet Bay Magnolia, 6-7ft                     | 15    | ĒΑ                         |              | \$ 7,754.40                    |                                           | 5,100.00                         |              |                        |                  |                             | \$ 475.00 \$       |               |
|      | Palibin Dwarf Lilac, 18-24in                  | 9     | EA                         |              | \$ 1,022.49                    |                                           |                                  |              | \$ 837.00              |                  |                             | \$ 85.00 \$        |               |
|      | Shubbery St. John's Wort, 18-24in             | 4     | EΑ                         |              | \$ 484,48                      |                                           |                                  |              |                        | \$ 85.00 \$      | 340.00                      | \$ 76.00           |               |
|      | Green Velvet Boxwood, 18-24in                 | 9     | EA                         |              | \$ 806,49                      |                                           |                                  |              |                        | \$ 85.00 \$      |                             | \$ 110.00 \$       |               |
|      | Green Mound Japanese Garden Juniper           | 5     | EA                         |              | \$ 854.45                      |                                           |                                  |              | \$ 750.00              |                  |                             | \$ 92.00 \$        |               |
|      | Dwarf Fountain Grass, 5 gallon                | 11    | EA                         |              | \$ 698.50                      |                                           |                                  |              |                        |                  |                             | \$ 82.00 \$        |               |
|      | Little Spire Russian Sage, 1 gallon           | 16    | EA                         |              | \$ 776.40                      |                                           | \$ 375.00                        |              | \$ 630.00              |                  |                             | \$ 31.00 9         |               |
|      | Spreading Aster, 1 gallon                     | 20    | EΑ                         |              | \$ 944.40                      |                                           |                                  |              |                        |                  |                             | \$ 31.00 8         |               |
|      | Happy Return Day Lily, 1 gallon               | 16    | EA                         |              | \$ 776.48                      |                                           |                                  |              | 7                      |                  |                             | \$ 22.00 \$        |               |
| 39.  | Turf - Fescue Sod                             | 358   | SY                         | \$ 19.94     |                                |                                           |                                  |              |                        |                  |                             | \$ 8.00 \$         |               |
| 40.  | Turf - Fescue Seeded W/ Erosion Blanket       | 670   | SY                         |              | \$ 6,117.10                    |                                           |                                  |              | \$ 2,881.00            |                  |                             | \$ 4.00 \$         |               |
|      | Turf - Fescue Seeded W/ Mulch Overspray       | 1,882 | SY                         |              | \$ 4,629.72                    |                                           |                                  |              | \$ 4,705.00            |                  |                             | \$ 2.00 \$         |               |
|      | Compost Soil Amendment (Excavated Turf Areas) | 6     | CY                         |              | \$ 2,740.74                    |                                           |                                  |              |                        |                  |                             | \$ 127.00 \$       |               |
| 43.  | Shredded Bark Mulch (Beds)                    | 12    | CY                         |              | \$ 1,184.52                    |                                           |                                  |              |                        |                  |                             | \$ 84.00 \$        |               |
|      | Compost Soil Amendment (Planting Bed)         | 3     | CY                         |              | \$ 2,740.74                    |                                           |                                  |              |                        |                  |                             | \$ 127.00 \$       |               |
|      | Planting Bed Preparation                      | 550   | SF                         |              | \$ 4,174.50                    | \$ 3.50                                   |                                  |              |                        |                  |                             | \$ 4.00 \$         |               |
|      | Type III Barricades W/ Lights                 | 18    |                            |              | \$ 4,424.40                    |                                           |                                  |              |                        |                  |                             | \$ 421.00          |               |
|      | Construction Signing                          | 142   |                            | \$ 9.74      |                                |                                           |                                  |              |                        |                  |                             | \$ 27.00 \$        |               |
|      | Channelizers                                  | 30    |                            |              | \$ 644.40                      | \$ 41.00                                  |                                  |              |                        |                  |                             | \$ 105.00 \$       |               |
| 49.  | Mobilization                                  | 1     | LS                         | \$ 3,404.46  | \$ 3,404.46                    | \$ 25,000.00                              | \$ 25,000.00                     | \$ 18,000.00 | \$ 18,000.00           | \$ 35,500.00 \$  | 35,500.00                   | \$ 19,500.00 \$    | 19,500.00     |
|      | ,                                             |       | 1                          |              | \$ 360,570.96                  | Ι Τ.                                      | 419,252.00                       |              | \$ 439,987.40          |                  | 454,283.50                  | T.                 | \$ 463,686.90 |
|      | •                                             |       |                            |              | a 300,570.86                   |                                           | 9 415,454,00                     | L            | 9 435,307,40           |                  | , 404,403.00                | L                  | , 403,000,90  |

I, the undersigned, do hereby certify that the above is an accurate tabulation of all bids received for the City of Sikeston Rail to Trail Phase 1, Federal Project No. TAP-5800(014).

Darrall R. Hirtz, PE Rail to Trail Phase 1

## **Council Letter**

Date of Meeting: 18-10-22

Originating Department: Administrative Services

To the Mayor and City Council:

Subject: Employee Health Insurance Renewal with HealthSCOPE

#### Attachment(s):

2019 Health Insurance Renewal

#### Action Options:

- 1. Authorize Renewal of the City of Sikeston's Employee Health Insurance Plan Alliance Healthcare Coalition (AHC)
- 2. Other actions as Council may deem appropriate

#### Background:

AHC is a group purchasing coalition that provides small-to-midsize employers access to the same "bulk-buying" advantages as larger employers when purchasing healthcare benefits. By uniquely using the coalition purchasing model to add greater risk diversification across a larger pool of companies, AHC enables employers to purchase better benefits at lower costs while improving stability and predictability.

The City is completing its fourth year in a self-insured plan. Our partners are AHC, HealthScope, Castia Rx, Health 180, and Healthlink, PCHS and FirstHealth Option. It is a relationship that has worked well for the City of Sikeston. For the fourth year in a row, our employee will not have an increase in premium.

Our employees have the ability to obtain an MRI, CAT scan, lab work, even surgery at Missouri Delta Medical Center for no cost. With Health 180 Benefits, they are able to go to Southeast Hospital and Mercy Hospital with only a \$1,000 deductible. Our standard deductible is \$2,500. Premiums will remain the same in 2019 as they were in 2017 and 2018. They are slightly lower than they were in 2016.

For years we have paid premiums to an insurance company that only cared about keeping claims low. It is exciting to be part of a group that encourages employees to maintain their

wellness by getting regular checkups and treating illnesses in their early stages while they are manageable. For example, if you are diabetic, you pay nothing for your medication or your office visits. In turn, employees and their dependents stay current in their treatment. As you know, uncontrolled diabetes leads to organ failure, amputation, blindness, and death.

Our employees have embraced the network of providers. They have educated themselves on selecting the right doctor and the best facility to obtain treatment. They ask questions when options are presented. Without their participation, we would not succeed.

Deke Lape of Mitchell Insurance will be at the city council meeting to address any questions you may have.

The City bids broker services every six (6) years. Next year, I anticipate bidding those in July or August. We will then ask the selected broker to provide health insurance quotes for the 2020 renewal. State statute requires political subdivisions to competitively bid health insurance at least every three years and the award to the lowest and best bidder.

#### City of Sikeston Preliminary Renewal

#### Effective January 1, 2019

Plan Year Stop Loss Carrier 2019 QBE

Third Party Administrator Network HealthSCOPE

Specific Deductible

Direct Contracts/HealthLink \$70.000

Contract Type

24/12

Contract Length
Covered Employees

12 111

Assumptions: Match Current Plan Design, Subject To Claims Through September, Transplant Carveout Rates are estimated as they are being filed September 21, Full Terms and Conditions at the end of the Proposal.

|                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         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| 2018 Maximum Claims Factors                  | \$1,154.88                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              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| 2019 Expected Claims Factors                 | A CONTROL OR COLUMN STATE OF THE STATE OF TH | \$923.90                     | 0%                                  |                                                                                   | CONTROL OF THE SECTION AND ADDRESS OF THE SECTION ADDRESS OF THE SECTION ADDRESS OF THE SECTION AND ADDRESS OF THE SECTION A | \$1,230,640              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |
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| **Average Coalition underwriting gain at 15% |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         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                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |

Specific Rates - With the implementation of the Transplant Carveout Policy, Specific Premium rates received a 3% reduction.

Laser Risk - Preliminary renewal indicates no lasers for 2019. Subject to claims through September.

This proposal is confidential and contains proprietary information and intellectual property of the Alliance Healthcare Coalition and Health 180. No part of this proposal may be disclosed in any manner to a third party without prior written consent.



## City of Sikeston, MO

## **Council Letter**

Date of Meeting: October 22, 2018

Originating Department: City Manager

To the Mayor and City Council:

<u>Subject:</u> Request from Tetra Pak to buy portion of railroad right-of-way

#### Attachment(s):

- 1. Request from Tetra Pak
- 2. Current lease to Tetra Pak

#### **Action Options:**

- Briefing Only
- 2. Other Action Council May Deem Necessary

#### Background:

Mike Tomaszewski, Factory Director at Tetra Pak Materials, submitted the attached request to purchase the portion of the railroad right-of-way adjacent to Tetra Pak's plant on Edwards Avenue. He proposes a \$3,000 sale price (plus closing costs).

Tetra Pak's property straddles the Sikeston/Miner city limit. The portion of the former railroad property now controlled by the City of Sikeston adjacent to Tetra Pak is about 250' long. Tetra Pak currently leases the property from the City for \$746.03/yr (the attached lease states the lease rate of \$2,297.37, but that has since been prorated down because a large portion of the property, and the leaseholder rights, were sold to the City of Miner). Tomaszewski states that they would be willing to accommodate a trail across the property if the City wanted to put one in at a future date.

If the City Council is in favor of selling the City's rights to the property, staff will begin drawing up the sale documents for execution.



### Interest on the Land Easement in front of Tetra Pak

To: Sikeston Economic Development Office

Date: October 9, 2018

Dear Mike,

As discussed in my office I would like to purchase on a Quit Claim Deed the rights to the small easement that Sikeston still holds (at the end of your easements) in front of Tetra Pak. This is in line with what Miner already did for the majority of our easement.

Tetra Pak understands in the future it is possible a side walk or walking trail may be put in and that is acceptable and normal.

I am suggesting \$3000 for this plus the cost of the closing documents. Again, in line with the purchase from Miner.

Can you tell me if this is acceptable and if we can move forward with this proposal?

Thanks

Sincerely,

Michael Tomaszewski Factory Director Tetra Pak Materials LLC LESSEE:

Tetra Pak, Inc.

2200 E. Malone Avenue Sikeston, MO 63801

ANNUAL RENT:

\$2,297.37 (increases 2% per year)

TERM:

January 1, 2015 - December 31, 2015

**RENEWAL:** 

Automatically for additional year

1

RENT NEXT DUE:

January 1, 2015

**TERMINATION:** 

30 day notice

Folder: 1<del>202-78</del>
Audit No: 213275

#### LEASE OF PROPERTY

THIS LEASE ("Lease") is entered into on the <u>Marker</u>, 1979 between UNION PACIFIC RAILROAD COMPANY ("Lessor") and TETRA PAK, INC., a Texas corporation, whose address is 2200 E. MALONE AVENUE, SIKESTON, MO 63801 ("Lessee").

#### IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

#### Article I. PREMISES; USE.

Lessor leases to Lessee and Lessee leases from Lessor the premises ("Premises"), at SIKESTON, MO, as shown on the print dated August 4, 1999 marked Exhibit A, hereto attached and made a part hereof, subject to the provisions of this Lease and of Exhibit B attached hereto and made a part hereof. The Premises may be used for driveway purposes and purposes incidental thereto, only, and for no other purpose.

#### Article II. TERM.

The term of this Lease shall commence on January 1, 1999, and unless sooner terminated as provided in this Lease, shall extend for one year; and thereafter, shall automatically be extended from year to year.

#### Article III. RENT.

- A. Lessee shall pay to Lessor, in advance, rent of One Thousand Five Hundred Dollars (\$1,500.00) per annum. The rent shall be increased by Two percent (2%) annually, cumulative and compounded.
- B. Not more than once every three (3) years, Lessor may redetermine the rent. In the event Lessor does redetermine the rent, Lessor shall notify Lessee of such change.

#### Article IV. SPECIAL PROVISION - FENCE/BARRICADE.

Lessee, at Lessee's sole cost and expense, shall construct and maintain, at all times during the term of this Lease, a fence/barricade of a design satisfactory to Lessor, in the location shown on the attached Exhibit print.

#### Article V. SPECIAL PROVISION - CANCELLATION.

Effective upon commencement of the term of this Lease, the Lease dated April 8, 1968, identified as Audit No. LA26997, together with any and all supplements and amendments, is canceled and superseded by this Lease, except for any rights, obligations or liabilities arising under such prior lease before cancellation, including any consent to conditional assignment, chattel agreement, or consent to sublease.

(Page 3 of 8)

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first herein written.

UNION PACIFIC RAILROAD COMPANY

TETRA PAK, INC.

Senior Manager - Real Estate

Title: 10-26-099

Note: Cancels and Supersedes Lease LA26997 Dated 04/08/1968

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#### EXHIBIT B

Section 1. IMPROVENERTS.

Mo improvements placed upon the Premises by Lessee shall become a part of the realty.

#### Section 2. RESERVATIONS AND PRIOR RIGHTS.

- A. Lessor reserves to itself, its agents and contractors, the right to enter the Premises at such times as will not unreasonably interfers with Lessoe's use of the Premises.
- B. Lessor reserves (i) the exclusive right to permit third party placement of advertising signs on the Premises, and (ii) the right to construct, maintain and operate new and existing facilities (including, without limitation, trackage, fances, communication facilities, roadways and utilities) upon, over, across or under the Premises, and to grant to others such rights, provided that Lessee's use of the Premises is not interfered with unreasonably.
- C. This Lease is made subject to all outstanding rights, whether or not of record. Leasor reserves the right to renew such outstanding rights.

#### Section 3. PAYMENT OF REST.

Rent (which includes the annual rent and all other amounts to be paid by Lessee under this Lesse) shall be paid in lawful money of the United States of America, at such place as shall be designated by the Lessor, and without offset or deduction.

#### Section 4. TAXES AND ASSESSMENTS.

- A. Lessee shall pay, prior to delinquency, all taxes levied during the life of this Lease on all personal property and improvements on the Francises not belonging to Lessor. If such taxes are paid by Lessor, either separately or as a part of the levy on Lessor's real property, Lessee shall reimburse Lessor in full within thirty (30) days after rendition of Lessor's bill.
- B. If the Premises are specially assessed for public improvements, the annual rent will be automatically increased by 12% of the full assessment amount.

#### Section 5. WATER RIGHTS

This Lease does not include any right to the use of water under any water right of Lessor, or to establish any water rights except in the name of Lessor.

### Section 6. CARE AND USE OF PREDCISES.

- A. Lessee shall use reasonable care and caution against damage or dostruction to the Premises. Lessee shall not use or permit the use of the Premises for any unlawful purpose, maintain any nuisance, permit any waste, or use the Premises in any way that creates a hazard to persons or property. Lessee shall keep the Premises in a safe, neat, clean and presentable condition, and in good condition and repair. Lessee shall keep the sidewalks and public ways on the Premises, and the walkways appurtenant to any railroad spur track(s) on or serving the Premises, free and clear from any substance which might create a hazard and all water flow shall be directed away from the tracks of the
- B. Lessee shall not permit any sign on the Premises, except signs relating to Lessee's business.
- C. If any improvement on the Premises not belonging to Lessor is damaged or destroyed by fire or other casualty, Lessee shall, within thirty (30) days after such casualty, remove all debris resulting therefrom. If Lessee fails to do so, Lessor may remove such debris, and Lessee agrees to reimburse Lessor for all expenses incurred within thirty (30) days after rendition of Lessor's bill.
- D. Lessee shall comply with all governmental laws, ordinances, rules, regulations and Section 7.

### Section 7. HAZARDOUS MATERIALS, SUBSTANCES AND WASTES.

A. Without the prior written consent of Lessor, Lessee shall not use or permit the use of the Premises for the generation, use, treatment, manufacture, production, storage or recycling of any Haxardous Substances, except that Lessee may use (i) small quantities of common chemicals such as adhesives, lubricants and cleaning fluids in order to conduct business at the Premises and (ii) other Razardous Substances, other than hazardous wastes as defined in the Resource Conservation and Recovery Act, 42 U.S.C. 55 6901, 61 seq., as amended ("RCRA"), that are necessary for the conduct of Lessee's business at the Premises as specified in Article I. The consent of Lessor may be withheld by Lessor for any reason whatsoever, and may be subject to conditions in addition to those set forth below. It

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shall be the sole responsibility of Lessee to determine whether or not a contemplated use of the Premises is a Bazardous Substance use.

- In no event shall Lessee (i) release, discharge or dispose of any Hazardous Substances, (ii) bring any hazardous wastes as defined in RCRA onto the Premises, (iii) install or use on the Premises any underground storage tanks, or (iv) store any Bazardous Substances within one hundred feet (100°) of the center line of any main track.
- If Lessee uses or permits the use of the Premises for a Hazardous Substance use, with or without Lessor's consent, Lessee shall furnish to Lessor copies of all permits, identification numbers and notices issued by governmental agencies in connection with such Bazardous Substance use, together with such other information on the Hazardous Substance use as may be requested by Lessor. If requested by Lessor, Lessee shall cause to be performed an environmental assessment of the Promises upon termination of the Lease and shall furnish Lessor a copy of such report, at Lessee's sole cost
- Without limitation of the provisions of Section 12 of this Exhibit S. Lesses shall be responsible for all damages, losses, costs, expenses, claims, fines and penalties related in any namer to any Hazardous Substance use of the Premises (or any property in proximity to the Premises) during the term of this Lease or, if longer, during Leasee's occupancy of the Premises, regardless of Lesson's consent to such use, or any negligence, misconduct or strict liability of any Indemnified Party (as defined in Section 12), and including, without limitation, (i) any diminution in the Value of the Premises and/or any adjacent property of any of the Indemnified Parties, and (ii) the cost and expense of clean-up, restoration, containment, remediation, decontamination, removal, investigation, monitoring, closure or post-closure. Botwithstanding the foregoing, Lessee shall not be responsible for Hazardous Substances (i) existing on, in or under the Premises prior to the earlier to occur of the commencement of the term of the Lease or Leasee's taking occupancy of the Premises, or (ii) migrating from adjacent property not controlled by Lessee, or (iii) placed on, in or under the Promises by any of the Indemnified Parties; except where the Hazardous Substance is discovered by, or the contamination is execurbated by, any excavation or investigation undertaken by or at the beheat of Lessee. Lesses shall have the burden of proving by a preponderance of the evidence that any exceptions of the foregoing to Lessee's responsibility for Hazardous Substances applies.
- In addition to the other rights and remedies of Lessor under this Lesse or as may be provided by law, if Lessor reasonably determines that the Premises may have been used during the term of this Lease or any prior lease with Leases for all or any portion of the Premises, or are being used for any Mazardous Substance use, with or without Lessor's consent thereto, and that a release or other contamination may have occurred. Lessor may, at its election and at any time during the life of this Losse or thereafter (i) cause the Premises and/or any adjacent premises of Lessor to be tested. investigated, or monitored for the presence of any Bazardous Substance, (ii) cause any Bazardous Substance to be removed from the Premises and any adjacent lands of Lessor, (iii) cause to be performed any restoration of the Premises and any adjacent lands of Lessor, and (iv) cause to be performed any remediation of, or response to, the environmental condition of the Premises and the adjacent lands of Lessor, as Landlord reasonably may deem necessary or desirable, and the cost and expense thereof shall be reimbursed by Lessee to Lessor within thirty (30) days after rendition of Lessor's bill. In addition, Lessor may, at its election, require Lessee, at Lessee's sole cost and expense, to perform such work, in which swent, les. or shall promptly commence to perform and thereafter diligently prosecute to completion such work, using one or more contractors and a supervising consulting engineer approved in advance by Lessor.
- Por purposes of this Section 7, the term "Harardous Substance" shall mean (i) those substances included within the definitions of "hazardous substance", "pollutant", "contaminant", or \*hazardous waste\*, in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. \$5 9601, at seg., as amended or in ECRA, the regulations promulgated pursuant to either such Act, or state laws and regulations similar to or promulgated pursuant to either such Act, (ii) any material, waste or substance which is (A) petroleum, (B) asbestos, (C) flammable or explosive, or (D) radioactive; and (iii) such other substances, materials and wastes which are or become regulated or classified as barardous or toxic under federal, state or local law.

DTILITIES.

- Leasee will arrange and pay for all utilities and services supplied to the Promises or to Lessee.
- All unilities and services will be separately motored to Lespec. If not separately netered. Lessee chall pay its proportionate share as reasonably determined by Lesser.

LIENS.

Lessee shall not allow any liens to attach to the Premises for any services, labor or materials furnished to the Promises or otherwise arising from Lossee's use of the Promises. Leasor shall have the right to discharge any such liens at Lessee's expense.

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#### Section 10. ALTERATIONS AND INPROVEMENTS: CLEARANCES.

- A. No alterations, improvements or installations may be made on the Premises without the prior consent of Lessor. Such consent, if given, shall be subject to the needs and requirements of the Lessor in the operation of its Railroad and to such other conditions as Lessor determines to impose. In all events such consent shall be conditioned upon strict conformance with all applicable governmental requirements and Lessor's then-current clearance standards.
- B. All alterations, improvements or installations shall be at lessee's sole cost and expense.
- C. Lessee shall comply with Lesson's then-current clearance standards, except (i) where to do so would cause Lessee to violate an applicable governmental requirement, or (ii) for any improvement or device in place prior to Lessee taking possession of the Pramises if such improvement or device complied with Lesson's clearance standards at the time of its installation.
- D. Any actual or implied knowledge of Lessor of a violation of the clearance requirements of this Lease or of any governmental requirements shall not relieve Lesses of the obligation to comply compliance.

#### Section 11. AS-IS.

Lessee accepts the Premises in its present condition with all faults, whether patent or latent, and without warranties or covenants, express or implied. Lessee acknowledges that Lessor shall have no duty to maintain, repair or improve the Premises.

#### Section 12. RELEASE AND INDEMNITY.

- A. As a material part of the consideration for this Lesse, Lessee, to the extent it may lawfully do so, waives and releases any and all claims against Lessor for, and agrees to indemnify, defend and hold harmless Lessor, its affiliates, and its and their officers, agents and employees ("Indemnified Parties") from and against, any loss, damage (including, without limitation, pumitive or consequential damages), injury, liability, claim, demand, cost or expense (including, without limitation, attorneys" fees and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, Lesser, Lessee, or any employee of Lessor or Lessee) and arising from or related to (i) any use of the Premises by Lessee or any invitee or licensee of Lessee, (ii) any act or omission of Lessee, its officers, agents, employees, licensees or invitees, or (iii)
- B. The foregoing release and indemnity shall apply regardless of any negligence, misconduct or strict liability of any Indemnitied Party, except that the indemnity, only, shall not apply to any Loss caused by the sole, active and direct negligence of any Indemnitied Party if the Loss (i) was not occasioned by fire or other casualty, or (ii) was not occasioned by water, including, without limitation, water damage due to the position, location, construction or condition of apy structures or other improvements or facilities of any Indemnitied Party.
- C. Where applicable to the Loss, the liability provisions of an; contract between Lessor and Lossee covering the carriage of shipments or trackage serving the Premises shall govern the Loss and shall supersede the provisions of this Section 12.
- D. No provision of this Lease with respect to insurance shall limit the extent of the release and indemnity provisions of this Section 12.

#### Section 13. IERMINATION.

- A. Lessor may terminate this Lease by giving Lessee notice of termination, if Leasee (i) fails to pay rent within fifteen (15) days after the due date, or (ii) defaults under any other obligation of Lessee under this Lease and, after written notice is given by Lessor to Lessee specifying the default, Lessee fails either to immediately commence to cure the default, or to complete the cure expeditiously but in all events within thirty (30) days after the default notice is given.
- B. Motwithstanding the term of this Lease set forth in Article II.A., Leaser or Leasee may terminate this Lease without cause upon thirty (30) days' notice to the other party; provided, hovever, that at Leaser's election, no such termination by Leasee shall be effective unless and until Leasee has vacated and restored the Premises as required in Section ISA), at which time Leaser shall refund to Leasee, on a pro rate basis, any unearned rental paid in advance.

#### Section 14. LESSOR'S REMEDIES.

Lessor's remedies for Lessoe's default are to (a) enter and take possession of the Promises, without terminating this Lesse, and relet the Promises on behalf of Lessee, collect and receive the rent from reletting, and charge Lessee for the cost of reletting, and/or (b) terminate this Lesse an

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provided in Section 13 A) above and sue Lessee for damages, and/or (c) exercise such other remedies as Lessor may have at law or in equity. Lessor may enter and take possession of the Premises by selfhelp, by changing locks, if necessary, and may lock out Lessee, all without being liable for damages.

#### Section 15. VACATION OF PREMISES: RESOVAL OF LESSEE'S PROPERTY.

- Upon termination howsoever of this Lease, Lessee (i) shall have peaceably and quietly vacated and surrendered possession of the Premises to Lessor, without Lessor giving any notice to quit or demand for possession, and (ii) shall have removed from the Premises all structures, property and other materials not belonging to Lessor, and restored the surface of the ground to as good a condition as the same was in before such structures were erected, including, without limitation, the removal of foundations, the filling in of excavations and pits, and the resoval of debris and rubbish.
- If Lessee has not completed such removal and restoration within thirty (30) days after termination of this Lease, Leasor may, at its election, and at any time or times, (i) perform the work and Lesses shall reinburse Lessor for the cost thereof within thirty (30) days after bill is rendered, (ii) take title to all or any portion of such structures or property by giving notice of such election to Lessec, and/or (iii) treat Lessec as a holdover tenant at will until such removal and restoration

#### Section 14. FIBER OPTICS.

Lessee shall telephone Lessor at 1-800-336-9193 (a 24-hour number) to determine if fiber optic cable is buried on the Premises. If cable is buried on the Premises, Lessee will telephone the telecommunications company(ies), arrange for a cable locator, and make arrangements for relocation or other protection of the cable. Motwithstanding compliance by Lessee with this Section 16, the release and indeanity provisions of Section 12 above shall apply fully to any damage or destruction of any

#### Section 17 NOTICES.

Any notice, consent or approval to be given under this Lease shall be in writing, and personally served, sent by reputable courier service, or sent by certified mail, postage prepaid, return receipt requested, to Lessor at: Contracts & Real Estate Department, Room 1100, 1416 Dodge Street, Cmaha, Mebraska 68179; and to Lessee at the above address, or such other address as a party may designate in notice given to the other party. Mailed notices shall be deemed served five (5) days after deposit in the U.S. Mail. Hotices which are personally served or sent by courier service shall be deemed served upon receipt.

#### Section 18. ASSIGNMENT.

- Lessee shall not sublease the Premises, in whole or in part, or assign, encumber or transfer (by operation of law or otherwise) this Lease, without the prior consent of Leasor, which consent may be denied at Lessor's sole and absolute discretion. Any purported transfer or assignment without Lessor's consent shall be wold and shall be a default by Lessee.
- · Subject to this Section 18, this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

#### CORPERNATION.

If, as reasonably determined by Lessor, the Premises cannot be used by Lessee because of a condemnation or sale in lieu of condemnation, then this lease shall automatically terminate. Lessor shall be entitled to the entire award or proceeds for any total or partial condemnation or sale in lieu thereof, including, without limitation, any award or proceeds for the value of the leasehold estate created by this Lease. Botwithstanding the foregoing, Lessee shall have the right to pursue recovery from the condemning authority of such compensation as may be separately awarded to Lessee for Lessee's relocation expenses, the taking of Lessee's personal property and fixtures, and the interruption of or damage to Lessee' business.

#### Section 20. ATTORNEY'S PEES

If either perty retains an attorney to enforce this Lease (including, without limitation, the indemnity provisions of this Lease), the provailing party is entitled to recover reasonable attornoy's

#### Section 21. ENTIRE AGREEMENT.

This Lease is the entire agreement between the parties, and supersedes all other oral or written agreements between the parties pertaining to this transaction. Except for the unilateral redetermination of annual rent as provided in Article III., this Lease may be amended only by a written instrument signed by lessor and Lessae.

Page 4 of 4 G:\LAHADK\PAK\RED\FORDS\EXDLEASE\_EXD

### **REMS COVERSHEET**

Audit Number:

213275

Agreement Effective Date:

01/01/1999

Date of Agreement:

12/17/1999

Party Name:

TETRA PAK, INC

Location:

SIKESTON, MO

CIRC7 From:

XD046

Milepost From:

213.2400

Box Number:

4138

Batch Number:

02

# City of Sikeston, MO

## **Council Letter**

Date of Meeting: October 22, 2018

Originating Department: City Manager

To the Mayor and City Council:

Subject: Ingram Interchange at Hwy 60/Future I-57

#### Attachment(s):

1. Resolution 18-10-01

#### **Action Options:**

- 1. Adopt Resolution Number 18-10-01
- 2. Other Action Council May Deem Necessary

#### Background:

The City Council previously adopted Resolution 18-07-01 asking for the Bootheel Regional Planning Commission and MoDOT to give priority to a new interstate-standard interchange at the intersection of South Ingram Road and Highway 60/Future I-57.

Conversations with MoDOT have led us to believe that adoption of another resolution explicitly endorsing not only the interchange project, but the larger I-57 project, and the necessary closure of at grade crossings in favor of outer roads leading to interchanges, is necessary to demonstrate the city's commitment to the project. Resolution 18-10-01 is therefore attached for your consideration.

#### RESOLUTION 18-10-01

A RESOLUTION OF THE CITY OF SIKESTON, MISSOURI, SUPPORTING THE IMPROVEMENT OF HIGHWAY 60 FROM SIKESTON TO POPLAR BLUFF, AND HIGHWAY 67 FROM POPLAR BLUFF TO THE ARKANSAS STATE LINE, TO BECOME INTERSTATE 57, AND THE CONSTRUCTION OF A GRADE SEPARATED INTERCHANGE AT THE INTERSECTION OF SOUTH INGRAM AND HIGHWAY 60/FUTURE I-57 IN SIKESTON, MISSOURI.

- WHEREAS, The City of Sikeston supports the upgrade of Highway 60 to interstate standards along with other highways in the Future I-57 Corridor; and
- WHEREAS, The City of Sikeston recognizes the need to expand the City's footprint south of Highway 60/Future I-57 to support housing and commercial development; and
- WHEREAS, The City of Sikeston has purchased land and begun development of a new 265 acre industrial park south of Highway 60/Future I-57; and
- WHEREAS, The City of Sikeston supports the safe movement of traffic on and off of Highway 60/Future I-57 at Sikeston; and
- WHEREAS, The City of Sikeston supports good access to existing businesses and neighborhoods once Highway 60 is upgraded to interstate access standards, via outer roads leading to grade separated interchanges; and
- WHEREAS, The City of Sikeston recognizes the importance of Three Rivers College Sikeston Campus to the Southeast Missouri and Bootheel Region; and
- WHEREAS, The City of Sikeston supports development of a long range transportation plan in conjunction with MoDOT, Scott County, and New Madrid County; and
- WHEREAS, For the reasons outlined above the City of Sikeston supports and endorses the construction of a new grade separated interchange at the intersection of South Ingram Road and Highway 60/Future I-57, along with supporting and connecting service and frontage roads, and removal of all at-grade crossings between I-55 and US 61; and,
- WHEREAS, The City of Sikeston, New Madrid County, and the Sikeston Area Economic Development Corporation are working together on promotion of this project and review of funding sources;

NOW THEREFORE, BE IT RESOLVED that the Mayor and City Council of the City of Sikeston, Missouri, hereby request that the Bootheel Planning and Economic Development Commission, the BRPC TAC Committee, and the Missouri Department of Transportation give highest priority to the extension of I-57 and the construction of a grade separated interchange at the intersection of South Ingram Road and Highway 60/Future I-57, along with supporting and connecting service and frontage roads in Sikeston, Missouri.

Read this 22<sup>nd</sup> day of October, 2018, discussed and voted upon as follows:

| White-Ross                                            | , Evans   | , Meredith      | ,                   |
|-------------------------------------------------------|-----------|-----------------|---------------------|
| Self                                                  | , Gilmore | , Settles_      | ,                   |
|                                                       | Burch     | , thereby being |                     |
|                                                       |           |                 | <u>.</u>            |
|                                                       |           |                 | Steven Burch, Mayor |
|                                                       |           |                 | Steven Duron, Mayor |
| Approved as to form<br>Charles Leible, City Counselor |           |                 |                     |
| Seal / Attest:                                        |           |                 |                     |
| Carroll Couch, City Clerk                             |           |                 |                     |

## **Council Letter**

Date of Meeting 18-10-22

Originating Department: Public Works

To the Mayor and City Council:

<u>Subject</u>: 1<sup>st</sup> Reading and Briefing of Bill # 6125, Authorization to change Colonial George E. Day Parkway to General George E. Day Parkway

#### **Action Options:**

- 1. 1st Reading and briefing only. Council action will be requested on November 5, 2018.
- 2. Other action the City Council deems appropriate.

#### Attachments:

- 1. Bill #6125
- 2. Copy of Article from US Airforce website

#### Background:

When Mr. Scott Matthews was developing South Ridge Estates in the south portion of the City of Sikeston, he chose to name a new east-west thoroughfare after one of his war heroes, Colonel George E. Day. We have recently learned that Colonel Day was posthumously advanced to the rank of brigadier general at an Air Force Memorial in Arlington, Virginia on June 8, 2018.

For this reason, some local citizens including Mr. Matthews and Mr. Blair Moran have requested that the City rename Colonel George E. Day Parkway to General George E. Day Parkway.

No residences open up to the parkway. Only one business has an address along the parkway. This is Delta South Nursing Care And Rehabilitation Center located at 640 Colonel George E. Day Parkway in Sikeston. The City Manager has spoken personally with the owner, Mr. Terry Cole, and Mr. Cole informed him that he had no issue with the name change. Therefore, there will be no significant impact to any address changes.

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6125 CHANGING THE NAME OF COLONEL GEORGE E. DAY PARKWAY TO GENERAL GEORGE E. DAY PARKWAY.

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

<u>SECTION I</u>: This Ordinance shall not be codified in the City Municipal Code.

<u>SECTION II</u>. The name of Colonel George E. Day Parkway is hereby changed to General George E. Day Parkway.

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

<u>SECTION IV.</u> Severablity: 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:

Carroll Couch, City Clerk

- A. Bill Number 6125 was introduced and read the first time this 22<sup>nd</sup> day of October 2018.
- B. Bill Number 6125 was read the second time and discussed on this 5<sup>th</sup> day of November, 2018, and was voted as follows:

|    | White-Ross,, Evans, _                                 | , Self,,                                |
|----|-------------------------------------------------------|-----------------------------------------|
|    | Meredith,, Settles,                                   | , Gilmore,,                             |
|    | Burch,                                                | , thereby being                         |
|    |                                                       | dinance <u>6125</u> .                   |
| C. | Ordinance 6125 shall be in full for December 5, 2018. | ce and effect from and after Wednesday, |
|    |                                                       | Steven Burch, Mayor                     |
|    |                                                       |                                         |
|    | Approved as to form Charles Leible, City Counselor    |                                         |
|    | Seal / Attest:                                        |                                         |

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U.S. AIR FORCE

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HOME > NEWS > ARTICLE DISPLAY

### Col. George Day advanced to the rank of brigadier general

Secretary of the Air Force Public Affairs / Published June 11, 2018



PHOTO DETAILS / DOWNLOAD HI-RES 1 of 3

Members of the Air Force Band perform during the 2018 Heritage to Horizons summer concert in Arlington, Va., June 8, 2018. (U.S. Air Force photo by Wayne A. Clark)

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#### PRINT | E-MAIL

**WASHINGTON (AFNS)** -- Medal of Honor recipient Col. George "Bud" Day was posthumously advanced to the rank of brigadier general during a Heritage to Horizons summer concert series at the Air Force Memorial in Arlington, Virginia, June 8, 2018.

Chief of Staff of the Air Force Gen. David L. Goldfein presided over the concert and opened the series by thanking Day and those who served alongside him during the Vietnam War.

"I'd like to recognize all our Vietnam era veterans and thank them for their service," said Goldfein. "Tonight we gather to remember those who gave the last measure of devotion, those missing in action, those who endured the harsh and tyrannical treatment at places like the Hanoi Hilton and their families."

Day, an Air Force fighter pilot who was shot down in the Vietnam War, is considered to be one of America's most decorated service members. During his military service, he served in World War II, Korea and Vietnam. Day earned 70 decorations, to include the Congressional Medal of Honor and the Air Force Cross.

The events of August 26, 1967, would indelibly change his life. While flying a mission over North Vietnam, Day was shot down and immediately captured by the North Vietnamese. Nursing a dislocated knee and an arm broken in three places, he managed to escape captivity and evade the enemy for two weeks. He made his way back into South Vietnam, earning the distinction of being the only Shipstonerato actually (Strange From North Vietnam. Unfortunately, Day was just two miles from the safety of a U.S. Marine Corps base

9/25/2018 Col. George Day advanced to the rank of brigadier general > U.S. Air Force > Article Display when he was shot and recaptured by a Viet Cong patrol.

Thereafter, he defiantly and resolutely endured a brutal, 67-month imprisonment that finally ended in repatriation on March 14, 1973. Three days later, Day was reunited with his wife and four children at March Air Force Base, California.

Senator John McCain, a comrade in arms and cellmate of Day, delivered the following on the Senate floor after Day's passing:

"Those who knew Bud after the war could see how tough he was. But, my God, to have known him in prison - confronting our enemies day-in and day-out; never, ever yielding - defying men who had the power of life and death over us; to witness him sing the national anthem in response to having a rifle pointed at his face - well, that was something to behold. Unforgettable. No one had more guts than Bud or greater determination to do his duty and then some - to keep faith with his country and his comrades whatever the cost. Bud was my commanding officer; but, more, he was my inspiration - as he was for all the men who were privileged to serve under him."

The posthumous advancement of Day was introduced by McCain and directed by the 2017 National Defense Authorization Act and was effective March 27, 2018.

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#### **ENGAGE**

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# **City of Sikeston**

# **Council Letter**

Date of Meeting: 18-10-18

Originating Department: Governmental Services

To the Mayor and City Council:

Subject: Bill Number 6126, Second Amendment to Cell Tower Agreement

# Attachment(s):

- 1. Bill Number 6126
- 2. The Second Amendment to the Site Agreement
- 3. Memorandum of Lease

# **Action Options:**

- 1. First Reading of Bill Number 6126
- 2. Other action Council may deem appropriate

# Background:

The City of Sikeston allowed Roberts Tower Company to construct a cell tower at the rear of Fire Station 1 on North West Street. In exchange for the lease, Roberts Tower agreed to pay \$200 per month for the land lease and pay 10% of the rent on the tower. The City also has the rights to have six whip antennas on the tower.

In 2010, Roberts Tower Company was purchased by American Tower Corporation. The City currently receives \$17,000 annually in revenue from American Tower Company. During the remaining six years, revenue is expected to total \$111,700.

The current lease expires in 2025. At that time, American Tower can assign rights to the tower, to the City for a fair market value assessment and the City of Sikeston will give American Tower a tax receipt. The City does not have the expertise to operate or maintain a cell tower.

The cellular carriers that American Tower does business with enter into 30-40 year terms and they like to know that the tower they are on (or would potentially go on) is stable with a long term commitment. American Tower wants to extend the current ground lease with us (or selling them an easement if that works better) to have the best chance to market the tower.

American Tower has been working with City Counselor Leible to extend the current lease and have agreed to the following:

- 5 additional years effective at the expiration of the lease agreement, 7/14/2025 with the option to renew for 9 additional 5 year terms.
- \$45,000 signing bonus upon full-execution of extension agreement.
- New Rental rate of \$1000/month
- 3% annual rent increases moving forward
- Keep existing and future 10% revenue share
- Keep rights to existing six, whip antenna

It is the recommendation of city staff to proceed with the renewal.

AN ORDINANCE AUTHORIZING THE CITY OF SIKESTON, MISSOURI TO ENTER INTO A CERTAIN SECOND AMENDMENT TO THE SITE AGREEMENT.

WHEREAS, the City Council finds and determines that it is necessary and desirable to enter into a certain Second Amendment to the Site Agreement with American Towers, LLC.

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

<u>SECTION I</u>: 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) The Second Amendment to the Site Agreement;
- (b) Memorandum of Lease.

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.

<u>SECTION III.</u> Further Authority. 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 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.

<u>SECTION IV.</u> Any other ordinance or parts thereof inconsistent herewith are hereby repealed.

<u>SECTION V</u>. 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 continue in full force and effect.

SECTION VI: Record of Passage:

- A. Bill Number 6126 was introduced and read the first time this 22<sup>nd</sup> day of October, 2018.
- B. Bill Number 6126 was read the second time and discussed on this 5<sup>th</sup> day of November, 2018, and was voted as follows:

| Gilmore _      |                                          | _, Settles    |                | , Evans        |                 | <u>_</u> 2 |
|----------------|------------------------------------------|---------------|----------------|----------------|-----------------|------------|
|                | White-Ross _                             |               | , Burch        |                | ,               |            |
|                | Self                                     |               | and M          | erideth        | 2               |            |
|                |                                          | thereby being | 5              |                | _·              |            |
|                | sage by the City C<br>n and after Decemb |               | l shall become | Ordinance 6126 | and shall be in | full force |
|                |                                          |               | STEVEN BUF     | RCH, Mayor     |                 |            |
| Approved as to | o Form:                                  |               |                |                |                 |            |
|                |                                          |               |                |                |                 |            |

CARROLL COUCH, City Clerk

SEAL/ATTEST:

CHARLES LEIBLE, City Counselor

# THE SECOND AMENDMENT TO THE SITE AGREEMENT

This Second Amendment to the SITE AGREEMENT (this "Amendment") is made effective as of the latter signature date hereof (the "Effective Date") by and between the City of Sikeston, Missouri, A constitutionally chartered city ("Landlord") and American Towers LLC, a Delaware limited liability company ("Tenant") (Landlord and Tenant being collectively referred to herein as the "Parties").

### RECITALS

WHEREAS, Landlord owns the real property described on <u>Exhibit A</u> attached hereto and by this reference made a part hereof (the "Parent Parcel"); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain SITE AGREEMENT dated July 15, 2000 (as the same may have been amended from time to time, collectively, the "Lease"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "Leased Premises"), which Leased Premises are also described on Exhibit A; and

**WHEREAS**, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

**NOW THEREFORE**, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1. One-Time Payment. Tenant shall pay to Landlord a one-time payment in the amount of Forty Five Thousand and No/100 Dollars (\$45,000.00), payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant's receipt of this Amendment executed by Landlord, on or before November 30, 2018; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete, including verification of Landlord's ownership; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord.
- 2. Lease Term Extended. Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on July 15, 2000 and, without giving effect to the terms of this Amendment but assuming the exercise by Tenant of all remaining renewal options contained in the Lease (each an "Existing Renewal Term" and, collectively, the "Existing Renewal Terms"), the Lease is otherwise scheduled to expire on July 14, 2025. In addition to any Existing Renewal Term(s), the Lease is hereby amended to provide Tenant with the option to extend the Lease for each of ten (10) additional five (5) year renewal terms (each a "New Renewal Term" and, collectively, the "New Renewal Terms"). Notwithstanding anything to the contrary contained in the Lease, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease at least sixty (60) days prior to the commencement of the next Renewal Term (as defined below) and (b) Landlord shall be able to terminate this Lease only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the sixty [60] day cure period) to effect the cure. References in this Amendment to "Renewal Term" shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The Landlord hereby agrees to execute and

return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the "**Memorandum**") executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.

- 3. Rent and Escalation. Commencing with the first rental payment due following the Effective Date, the rent payable from Tenant to Landlord under the Lease is hereby increased to One Thousand and No/100 Dollars (\$1,000.00) per month (the "Rent"). Commencing on July 15, 2019 and on each successive annual anniversary thereof, Rent due under the Lease shall increase by an amount equal to Three percent (3%) of the then current Rent. In the event of any overpayment of Rent prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to CITY OF SIKESTON. The escalations in this Section shall be the only escalations to the Rent and any/all rental escalations otherwise contained in the Lease are hereby null and void and of no further force and effect.
- 4. Landlord and Tenant Acknowledgments. Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. The Parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the site prior to the Effective Date. Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses. Landlord hereby acknowledges and agrees that Tenant shall not need consent or approval from, or to provide notice to, Landlord for any future activities at or uses of the Leased Premises, including, without limitation, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Leased Premises, and/or assigning all or any portion of Tenant's interest in this Lease, as modified by this Amendment. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Upon request by Tenant and at Tenant's sole cost and expense but without additional consideration owed to Landlord, Landlord hereby agrees to promptly execute and return to Tenant building permits, zoning applications and other forms and documents, including a memorandum of lease, as required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and sublessees. Landlord hereby appoints Tenant as Landlord's attorney-in-fact coupled with an interest to prepare, execute and deliver land use and zoning and building permit applications that concern the Leased Premises, on behalf of Landlord with federal, state and local governmental authorities, provided that such applications shall be limited strictly to the use of the Leased Premises as a wireless telecommunications facility and that such attorney-in-fact shall not allow Tenant to re-zone or otherwise reclassify the Leased Premises or the Parent Parcel. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.
- 5. Non-Compete. During the original term, any Existing Renewal Terms, and/or any New Renewal Terms of this Lease, Landlord shall not sell, transfer, grant, convey, lease, and/or license by deed, easement, lease, license or other legal instrument, an interest in and to, or the right to use or occupy any portion of the Parent Parcel or Landlord's contiguous, adjacent, adjoining or surrounding property to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "Third Party Competitor") without the prior written consent of Tenant, which may be withheld, conditioned, and/or delayed in Tenant's sole, reasonable discretion.

- 6. <u>Right of First Refusal</u>. The Parties hereby agree, ratify, and affirm that Section 21 of the Lease remains in full force and effect through all Existing Renewal Terms and all New Renewal Terms.
- 7. Landlord Statements. Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment: (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; (v) to the best of Landlord's knowledge, there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment; and (vi) the square footage of the Leased Premises is the greater of Tenant's existing improvements on the Parent Parcel or the land area conveyed to Tenant under the Lease. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment. Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this Amendment.
- 8. Confidentiality. Notwithstanding anything to the contrary contained in the Lease or in this Amendment, Landlord agrees and acknowledges that all the terms of this Amendment and the Lease and any information furnished to Landlord by Tenant in connection therewith shall be and remain confidential. Except with Landlord's family, attorney, accountant, broker, lender, a prospective fee simple purchaser of the Parent Parcel, or if otherwise required by law, Landlord shall not disclose any such terms or information without the prior written consent of Tenant. The terms and provisions of this Section shall survive the execution and delivery of this Amendment.
- 9. Notices. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: CITY OF SIKESTON, 105 E. Center Street, Sikeston, MO 63801; to Tenant at: Attn.: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn.: Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
- 10. <u>Counterparts</u>. This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by

- electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.
- 11. Governing Law. Notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.
- 12. <u>Waiver</u>. Notwithstanding anything to the contrary contained herein, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.
- 13. Tenant's Securitization Rights; Estoppel. Landlord hereby consents to the granting by Tenant of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "Security Interest") in Tenant's interest in this Lease, as amended, and all of Tenant's property and fixtures attached to and lying within the Leased Premises and further consents to the exercise by Tenant's mortgagee ("Tenant's Mortgagee") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Landlord shall recognize the holder of any such Security Interest of which Landlord is given prior written notice (any such holder, a "Holder") as "Tenant" hereunder in the event a Holder succeeds to the interest of Tenant hereunder by the exercise of such remedies. Landlord further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Tenant or Holder.
- 14. Taxes. The Parties hereby agree that Section 16 of the Lease is deleted in its entirety. During the term of the Lease, Landlord shall pay when due all real property, personal property, and other taxes, fees and assessments attributable to the Parent Parcel, including the Leased Premises. Tenant hereby agrees to reimburse Landlord for any personal property taxes in addition to any increase in real property taxes levied against the Parent Parcel, to the extent both are directly attributable to Tenant's improvements on the Leased Premises (but not, however, taxes or other assessments attributable to periods prior to the Effective Date), provided, however, that Landlord must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Tenant) of such personal property taxes or real property tax increase to Tenant along with proof of payment of same by Landlord. Anything to the contrary notwithstanding, Tenant shall not be obligated to reimburse Landlord for any applicable taxes unless Landlord requests such reimbursement within one (1) year after the date such taxes became due. Landlord shall submit requests for reimbursement in writing to: American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801 unless otherwise directed by Tenant from time to time. Subject to the requirements set forth in this Section, Tenant shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Landlord. Tenant shall pay applicable personal property taxes directly to the local taxing authority to the extent such taxes are billed and sent directly by the taxing authority to Tenant. If Landlord fails to pay when due any taxes affecting the Parent Parcel as required herein, Tenant shall have the right, but not the obligation, to pay such taxes on Landlord's behalf and: (i) deduct the full amount of any such taxes paid by Tenant on Landlord's behalf from any future payments required to be made by Tenant to Landlord hereunder; (ii) demand reimbursement from Landlord, which reimbursement payment Landlord shall make within thirty (30) days of such demand by Tenant; and/or (iii) collect from Landlord any such tax payments made by Tenant on Landlord's behalf by any lawful means.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

# LANDLORD: The City of Sikeston, Missouri, A constitutionally chartered city Signature: Print Name: Title: Date:

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

# TENANT: American Towers LLC, a Delaware limited liability company Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_ Title: \_\_\_\_ Date: \_\_\_\_

### **EXHIBIT A**

This Exhibit A may be replaced at Tenant's option as described below.

### PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

PARENT PARCEL: (AS PROVIDED PER OLD REPUBLIC TITLE RESIDENTIAL INFORMATION SERVICES O&E REPORT: 01-14030758-01S, DATED 4-23-14) A TRACT OF LAND BEING PART OF FRACTIONAL SECTION 24, TOWNSHIP 26 NORTH, RANGE 13 EAST, LYING WEST OF THE WEST LINE OF NORTH WEST STREET AND LYING NORTH OF COMPRESS ROAD ALL IN SCOTT COUNTY, MISSOURI.

### LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

LEASE PARCEL: (As Surveyed)

A TRACT OF LAND BEING PART OF FRACTIONAL SECTION 24, TOWNSHIP 26 NORTH, RANGE 13 EAST; COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF COMPRESS ROAD AND THE EAST RIGHT OF WAY LINE OF NORTHWEST AVENUE BEING THE NW CORNER OF LOT 1, BLOCK 33 McCOY & TANNER'S SEVENTH ADDN. TO SIKESTON; THENCE S 83\*10'00" W 55.10'; THENCE N 02\*54'00" W 365.30'; THENCE S 86\*39'19" E 79.09' TO THE POINT OF BEGINNING; THENCE S 81\*37'00" W 77.67'; THENCE N 07\*30'02" W 40.63'; THENCE N 81\*37'00" E 78.50'; THENCE S 06\*19'36" E 40.65 TO THE POINT OF BEGINNING. CONTAINING 3172 SQ. FT. OR 0.0728 ACRES, more or less.

### **ACCESS AND UTILITIES**

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

ACCESS EASEMENT: (As Surveyed) A 20' STRIP OF LAND BEING PART OF FRACTIONAL SECTION 24, TOWNSHIP 26 NORTH, RANGE 13 EAST, THE CENTERLINE BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF COMPRESS ROAD AND THE EAST RIGHT OF WAY LINE OF NORTHWEST AVENUE BEING THE NW CORNER OF LOT 1, BLOCK 33 McCOY & TANNER'S SEVENTH ADDN. TO SIKESTON; THENCE S 83'10'00" W 55.10' TO THE WEST RIGHT OF WAY LINE OF NORTHWEST STREET; THENCE N 02'54'00" W 365.30' ON THE WEST RIGHT OF WAY LINE OF NORTHWEST STREET; THENCE S 86'39'19" E 79.09'; THENCE S 81'37'00" W 77.67'; THENCE N 07'30'02" W 40.63'; THENCE N 81'37'00" E 25.49' TO THE POINT OF BEGINNING OF SAID CENTERLINE; THENCE N 08'23'00" W 23.64'; THENCE N 81'37'00" E 138.85' MORE OR LESS TO THE WEST RIGHT OF WAY LINE OF NORTHWEST AVENUE AND THE END OF THIS CENTERLINE DESCRIPTION. SIDELINES OF SAID ACCESS EASEMENT ARE TO BE LENGTHENED OR SHORTEND TO THE RIGHT OF WAY LINE. CONTAINING 3.217 SQ. FT. OR 0.0738 ACRES. MORE OR LESS.

# **EXHIBIT B**

# FORM OF MEMORANDUM OF LEASE

# Prepared by and Return to:

American Tower 10 Presidential Way Woburn, MA 01801

Attn: Land Management/Anthony G. DePasquale, Esq.

ATC Site No: 274111

ATC Site Name: CITY OF SIKESTON MO

Assessor's Parcel No(s): 19-6.0-24.00-000-002-002.00

**Prior Recorded Lease Reference:** 

State of Missouri County of Scott

## MEMORANDUM OF LEASE

| This Memorandum of Lease (t                                                                | he " <i>Memorandum</i> ") is entered into on the | day of                           |  |  |
|--------------------------------------------------------------------------------------------|--------------------------------------------------|----------------------------------|--|--|
| , 201                                                                                      | by and between the City of Sikeston, Missou      | ri, A constitutionally chartered |  |  |
| city ("Landlord") and American Towers LLC, a Delaware limited liability company (Tenant"). |                                                  |                                  |  |  |

**NOTICE** is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

- 1. Parent Parcel and Lease. Landlord is the owner of certain real property being described in Exhibit A attached hereto and by this reference made a part hereof (the "Parent Parcel"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain SITE AGREEMENT dated July 15, 2000 (as the same may have been amended from time to time, collectively, the "Lease"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary ofcertain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so affected, collectively, the "Leased Premises"), which Leased Premises is also described on Exhibit A.
- 2. Expiration Date. Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be July 14, 2075. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.
- 3. <u>Leased Premises Description</u>. Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on <u>Exhibit A</u> with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.
- 4. Right of First Refusal. There is a right of first refusal in the Lease.

- 5. Effect/Miscellaneous. This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
- 6. Notices. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: CITY OF SIKESTON, 105 E. Center Street, Sikeston, MO 63801; to Tenant at: Attn.: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn.: Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
- 7. <u>Counterparts</u>. This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
- 8. <u>Governing Law</u>. This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

| LANDLORD                                                                   | 2 WITNESSES                                                                         |
|----------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| The City of Sikeston, Missouri,                                            |                                                                                     |
| A constitutionally chartered city                                          |                                                                                     |
|                                                                            | Signature:                                                                          |
| Signature:                                                                 | Print Name:                                                                         |
| Print Name:                                                                | _                                                                                   |
| Title:                                                                     | Signature:                                                                          |
| Date:                                                                      | Print Name:                                                                         |
| WITNESS                                                                    | AND ACKNOWLEDGEMENT                                                                 |
| State/Commonwealth of                                                      |                                                                                     |
| County of                                                                  |                                                                                     |
| On this day of                                                             | , 201, before me, the undersigned Notary Public,<br>, who proved to me on the basis |
| of satisfactory evidence, to be the person(s) w                            | whose name(s) is/are subscribed to the within instrument and                        |
|                                                                            | red the same in his/her/their authorized capacity(ies), and that                    |
| by his/her/their signature(s) on the instrumer<br>executed the instrument. | nt, the person(s) or the entity upon which the person(s) acted,                     |
|                                                                            |                                                                                     |
| WITNESS my hand and official seal.                                         |                                                                                     |
| Notary Public                                                              |                                                                                     |
| Print Name:                                                                | [SEAL]                                                                              |
|                                                                            |                                                                                     |

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

| IENANI                                                                                                                                    | WITNESS                                                                                                                                                                                                                                  |
|-------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| American Towers LLC,<br>a Delaware limited liability company                                                                              |                                                                                                                                                                                                                                          |
| Signature:                                                                                                                                | Signature:                                                                                                                                                                                                                               |
| Print Name:                                                                                                                               | Print Name:                                                                                                                                                                                                                              |
| Title:                                                                                                                                    |                                                                                                                                                                                                                                          |
| Date:                                                                                                                                     | Signature:<br>Print Name:                                                                                                                                                                                                                |
| WITNES                                                                                                                                    | SS AND ACKNOWLEDGEMENT                                                                                                                                                                                                                   |
| Commonwealth of Massachusetts                                                                                                             |                                                                                                                                                                                                                                          |
| County of Middlesex                                                                                                                       |                                                                                                                                                                                                                                          |
| the undersigned Notary Public, personally ap<br>who proved to me on the basis of satisfactor<br>to the within instrument and acknowledged | , 201, before me,, ppeared, ry evidence, to be the person(s) whose name(s) is/are subscribed to me that he/she/they executed the same in his/her/their /their signature(s) on the instrument, the person(s) or the entity ne instrument. |
| WITNESS my hand and official seal.                                                                                                        |                                                                                                                                                                                                                                          |
| Notary Public                                                                                                                             |                                                                                                                                                                                                                                          |
| Print Name:                                                                                                                               | (CTAL)                                                                                                                                                                                                                                   |
| My commission expires:                                                                                                                    | [SEAL]                                                                                                                                                                                                                                   |

## **EXHIBIT A**

This Exhibit A may be replaced at Tenant's option as described below.

### PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

PARENT PARCEL: (AS PROVIDED PER OLD REPUBLIC TITLE RESIDENTIAL INFORMATION SERVICES O&E REPORT: 01-14030758-01S, DATED 4-23-14) A TRACT OF LAND BEING PART OF FRACTIONAL SECTION 24, TOWNSHIP 26 NORTH, RANGE 13 EAST, LYING WEST OF THE WEST LINE OF NORTH WEST STREET AND LYING NORTH OF COMPRESS ROAD ALL IN SCOTT COUNTY, MISSOURI.

### LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

LEASE PARCEL: (As Surveyed)
A TRACT OF LAND BEING PART OF FRACTIONAL SECTION 24, TOWNSHIP 26 NORTH, RANGE 13
EAST; COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF COMPRESS
ROAD AND THE EAST RIGHT OF WAY LINE OF NORTHWEST AVENUE BEING THE NW CORNER OF
LOT 1, BLOCK 33 McCOY & TANNER'S SEVENTH ADDN. TO SIKESTON; THENCE S 83\*10'00" W
55.10'; THENCE N 02\*54'00" W 365.30'; THENCE S 86\*39'19" E 79.09' TO THE POINT OF
BEGINNING; THENCE S 81\*37'00" W 77.67'; THENCE N 07\*30'02" W 40.63'; THENCE N
81\*37'00" E 78.50'; THENCE S 06\*19'36" E 40.65 TO THE POINT OF BEGINNING. CONTAINING
3172 SQ. FT. OR 0.0728 ACRES, more or less.

### **ACCESS AND UTILITIES**

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

ACCESS EASEMENT: (As Surveyed) A 20' STRIP OF LAND BEING PART OF FRACTIONAL SECTION 24, TOWNSHIP 26 NORTH, RANGE 13 EAST, THE CENTERLINE BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF COMPRESS ROAD AND THE EAST RIGHT OF WAY LINE OF NORTHWEST AVENUE BEING THE NW CORNER OF LOT 1, BLOCK 33 McCOY & TANNER'S SEVENTH ADDN. TO SIKESTON; THENCE S 83'10'00" W 55.10' TO THE WEST RIGHT OF WAY LINE OF NORTHWEST STREET; THENCE N 02'54'00" W 365.30' ON THE WEST RIGHT OF WAY LINE OF NORTHWEST STREET; THENCE S 86'39'19" E 79.09'; THENCE S 81'37'00" W 77.67'; THENCE N 07'30'02" W 40.63'; THENCE N 81'37'00" E 25.49' TO THE POINT OF BEGINNING OF SAID CENTERLINE; THENCE N 08'23'00" W 23.64'; THENCE N 81'37'00" E 138.85' MORE OR LESS TO THE WEST RIGHT OF WAY LINE OF NORTHWEST AVENUE AND THE END OF THIS CENTERLINE DESCRIPTION. SIDELINES OF SAID ACCESS EASEMENT ARE TO BE LENGTHENED OR SHORTEND TO THE RIGHT OF WAY LINE. CONTAINING 3,217 SQ. FT. OR 0.0738 ACRES, MORE OR LESS.