



City of Sikeston

TENTATIVE AGENDA

SPECIAL CITY COUNCIL MEETING
SIKESTON CITY HALL

Monday, November 4, 2013
5:00 P.M.

- I. CALL TO ORDER
- II. RECORD OF ATTENDANCE
- III. OPENING PRAYER
- IV. PLEDGE OF ALLEGIANCE
- V. APPROVAL OF COUNCIL MINUTES
 - A. City Council Minutes October 7, 2013
 - B. Special City Council Minutes/Public Hearing October 14, 2013
 - C. Special City Council Minutes October 26, 2013
 - D. Special City Council Minutes October 28, 2013
- VI. ACCEPTANCE OF BOARD AND COMMISSION MINUTES
 - A. Department of Economic Development September 10, 2013
 - B. Housing Authority September 09, 2013
 - C. Library Board September 05, 2013
 - D. Tourism Advisory Board September 24, 2013
- VII. PRESENTATIONS

Introduction of New Employees
DPS Employee of the Quarter
- VIII. ITEMS OF BUSINESS
 - A. Award Bid #14-12, Purchase of SUV for Department of Economic Development
 - B. 2nd Reading, Bill #5935, Adoption of 2012 International Building Code with Appendices B, E, I and K
 - C. 2nd Reading, Bill #5936, Adoption of the 2012 International 1 & 2 Family Residential Code with Appendices H, M and P
 - D. 2nd Reading, Bill #5937, Adoption of 2012 International Fire Code
 - E. 2nd Reading, Bill #5938, Adoption of 2012 International Fuel Gas Code
 - F. 2nd Reading, Bill #5939, Adoption of 2012 International Mechanical Code
 - G. 2nd Reading, Bill #5940, Adoption of 2012 International Plumbing Code
 - H. 2nd Reading, Bill #5941, Adoption of 2012 International Swimming Pool Code
 - I. 2nd Reading, Bill #5942, Adoption of 2012 International Existing Building Code



- J. 2nd Reading, Bill #5943, Adoption of 2012 International Property Maintenance Code
- K. 2nd Reading, Bill #5944, Adoption of 2011 International Electric Code
- L. 1st & 2nd Reading, Emergency Bill #5945, Authorizing the Purchase of Bootheel Golf Club
- M. Other Items As May Be Determined During the Course of the Meeting

IX. ADJOURNMENT INTO EXECUTIVE SESSION

Personnel (RSMo 6.10.021(3))

X. ADJOURNMENT

Dated this 31st day of October 2013


Carroll Couch, City Clerk

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

REGULAR CITY COUNCIL MEETING
OCTOBER 7, 2013

The regular Sikeston City Council meeting of October 7, 2013 was called to order at 5:00 p.m. in the City Council Chambers, located at 105 East Center, Sikeston. Present at the meeting were Mayor Jerry Pullen and Councilmen Steve Burch, Bob Depro, Jon Gilmore, Maude Harris, and Kathy Teachout. Staff in attendance were: City Counselor Chuck Leible, Acting City Manager/City Clerk Carroll Couch, City Treasurer Karen Bailey, Public Safety Director Drew Juden, Governmental Services Director Linda Lowes, Parks Director Jiggs Moore, Street Superintendant Brian Dial, Information Technology Director Dave Warren and Information, Vehicle Maintenance Supervisor Jimmy Groves, and Senior Building Official Collin Cecil.

APPROVAL OF CITY COUNCIL MINUTES

City Council minutes of the regular meeting of September 12, 2013 were presented for approval. Councilman Depro moved to approve the minutes as presented. Councilman Teachout seconded the motion and the following roll call vote was recorded:

Burch Aye, Depro Aye, Gilmore Aye, Harris Aye,
Teachout Aye, and Pullen Aye, thereby being passed.

ACCEPTANCE OF BOARD AND COMMISSION MINUTES

Minutes from various board and commission meetings were presented to the City Council. Councilman Teachout moved to approve the minutes as presented. The motion was seconded by Councilman Gilmore and voted as follows:

Burch Aye, Depro Aye, Gilmore Aye, Harris Aye,
Teachout Aye, and Pullen Aye, thereby being passed.

PRESENTATIONS

Introduction of New Employees

Angie Keller, Administrative Assistant to the Public Works Department, was introduced to the City Council.

Employees of the 4th Quarter

Jimmy Dale Graham was recognized as the Employee of the 4th Quarter for the Public Works Department.

ITEMS OF BUSINESS

Bill Number 5932, Request to Rezone from Transitional Downtown TZ^{DT} to Commercial Downtown CZ^{DT}

Collin Cecil reported Bill Number 5932 rezoned lots on the north side of the 200 block of East Center Street from Transitional Downtown to Commercial Downtown, the same as the zoning on the south side of the street. Councilman Depro moved for the first reading of Bill Number 5932. The motion was seconded by Councilman Burch and the following vote recorded:

Burch Aye, Depro Aye, Gilmore Aye, Harris Aye,
Teachout Aye, and Pullen Aye, thereby being passed.

Counselor Leible presented the bill for reading. This bill as approved shall become emergency Ordinance Number 5932 providing for the rezoning from Transitional Downtown TZ^{DT} to Commercial Downtown CZ^{DT} the following described real estate to-wit: All of Lots number three (3) and Four (4) in Block numbered Three (3) in Sikes First Addition to the City of Sikeston, Scott County Missouri; and which generally abuts the north side of Center Street between N. Kingshighway and N. Ranney in the City of Sikeston, MO 63801.

Councilman Depro moved for the second reading of Bill Number 5932. The motion was seconded by Councilman Burch and the following vote recorded:

Burch Aye, Depro Aye, Gilmore Aye, Harris Aye,
Teachout Aye, and Pullen Aye, thereby being passed.

Counselor Leible presented the bill for a second reading.

BILL NUMBER 5932

ORDINANCE NUMBER 5932

THIS BILL AS APPROVED SHALL BECOME EMERGENCY ORDINANCE NUMBER 5932 PROVIDING FOR THE REZONING FROM TRANSITIONAL DOWNTOWN TZ^{DT} TO COMMERCIAL DOWNTOWN C2^{DT} THE FOLLOWING DESCRIBED REAL ESTATE TO-WIT: ALL OF LOTS NUMBERED THREE (3) AND FOUR (4) IN BLOCK NUMBERED THREE (3) IN SIKES FIRST ADDITION TO THE CITY OF SIKESTON, SCOTT COUNTY MISSOURI; AND WHICH GENERALLY ABUTS THE NORTH SIDE OF CENTER STREET BETWEEN N. KINGSHIGHWAY AND N. RANNEY IN THE CITY OF SIKESTON, MO 63801.

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

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

SECTION II: The Planning and Zoning Commission met on October 1, 2013 and voted to approve the rezoning from Transitional Downtown TZ^{DT} to Commercial Downtown C2^{DT} the following described real estate to-wit: All of lots numbered three (3) and four (4) in block numbered three (3) in Sikes First Addition to the City of Sikeston, Scott County Missouri; and which generally abuts the north side of Center Street between N. Kingshighway and N. Ranney in the City of Sikeston, MO 63801.

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

SECTION IV: The above tract of land is hereby rezoned from "TZ^{DT}" Transitional Downtown to "C2^{DT}" Commercial Downtown.

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

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

SECTION VII: Emergency Clause. This ordinance is adopted as an emergency measure in order to comply with the timetable of the affected businesses.

SECTION VIII: Record of Passage

- A. Bill Number 5932 was introduced and read the first time this 7th day of October 2013.
- B. Bill Number 5932 was read the second time this 7th day of October 2013. Councilman Burch moved to approve Bill Number 5932. The motion was seconded by Councilman Teachout and the following roll call vote recorded:

Burch Aye, Depro Aye, Gilmore Aye, Harris Aye,
Teachout Aye, and Pullen Aye, thereby being passed,
and becoming ordinance 5932.

- C. Upon passage by the City Council, this Bill shall become Ordinance 5932 and shall be in full force and effect from and after its passage.

Bill Number 5933, Amending City Code 500.670, Prohibited Maintenance

Councilman Burch moved for the first reading of Bill Number 5933. The motion was seconded by Councilman Teachout and the following roll call vote recorded:

Burch Aye, Depro Aye, Gilmore Aye, Harris Aye,
Teachout Aye, and Pullen Aye, thereby being passed.

Counselor Leible presented the bill for reading. This bill as approved shall become Ordinance Number 5933, providing for amendment to Section 500.670 Prohibited Maintenance, of the Sikeston Municipal Code in the City of Sikeston, Missouri.

Domestic Violence Surcharge Funding

Due to the failure of the House of Refuge to file for Domestic Violence Surcharge Funding, no award was made.

Purchase of Two 2 ½ Ton Dump Trucks

City staff requested permission to purchase two used 2 ½ ton dump trucks for the Public Works Street Division to replace two 1993 Fords. \$80,000 is budgeted for a new truck, research has indicated it will cost \$119,000.

Truck Centers of Mid-America, in Troy, Illinois is receiving four to five used trucks that will range from \$21,000-\$25,000 each. The models range from 2001-2004 and the mileage from 38,000-73,000 miles. The used trucks are set-up for our snow removal equipment.

Councilman Gilmore moved to authorize the Maintenance Supervisor and Street Superintendent to inspect the trucks and proceed with the purchase. The motion was seconded by Councilman Depro and the following roll call vote recorded:

Burch Aye, Depro Aye, Gilmore Aye, Harris Aye,
Teachout Aye, and Pullen Aye, thereby being passed.

Award of Bid 14-10, Purchase of DPW Radios

On behalf of the Public Works Department, Parks Director Jiggs Moore requested permission to purchase fifteen (15) digital hand held radios under the State contract bid for a total cost of \$24,620.70. The radios will also be able to link up with the State's communication network.

Councilman Depro moved to award Bid 14-10 to ??? for the purchase of 15 hand held radios in the amount of \$24,620.70. The motion was seconded by Councilman Burch and the following roll call vote recorded:

Burch Aye, Depro Aye, Gilmore Aye, Harris Aye,
Teachout Aye, and Pullen Aye, thereby being passed.

Council Appointment to the Stormwater Management Advisory Board

Councilman Gilmore nominated Councilman Harris to serve as the Council appointment to the Stormwater Management Advisory Board. The nomination was seconded by Councilman Burch and the following roll call vote recorded:

Burch Aye, Depro Aye, Gilmore Aye, Harris Aye,
Teachout Aye, and Pullen Aye, thereby being passed.

Resolution 13-10-01, Declaration of IT Surplus Property

Dave Warren requested the passage of Resolution 13-10-01, granting permission to sale online or dispose of IT surplus property that has reached or surpassed its useful life. Counselor Leible presented the resolution.

RESOLUTION 13-10-01

A RESOLUTION OF THE CITY OF SIKESTON, MISSOURI DECLARING CERTAIN INFORMATION TECHNOLOGY EQUIPMENT AND SUPPLIES IN THE CITY'S INVENTORY TO BE SURPLUS PROPERTY AND AUTHORIZING ITS DISPOSAL.

WHEREAS, Certain equipment and items in the City's inventory, due to its age or state of disrepair can no longer adequately perform the day-to-day operations of the City;
and

WHEREAS, the City of Sikeston seeks to remove such items from its inventories to maximize operations, and while providing a safe and efficient environment for its employees.

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

The items enumerated in Exhibit A, attached, is hereby declared surplus and the City Manager is directed to proceed with the removal of these items from City inventories by sale at public/Internet auction, sale by sealed bid, or when the item is no longer usable, by disposal.

Read this 7th day of October, 2013, Councilman Burch moved to approve Resolution 13-10-01. The motion was seconded by Councilman Depro, discussed and voted as follows:

Burch Aye, Depro Aye, Gilmore Aye, Harris Aye,
Teachout Aye, and Pullen Aye, thereby being passed.

Resolution 13-10-02, Declaration of DPS Surplus Property

Director Juden requested Resolution 13-10-02 be approved, thereby authorizing the sale of 2000 Ford Crown Victoria. Counselor Leible presented the resolution.

RESOLUTION 13-10-02

A RESOLUTION OF THE CITY OF SIKESTON, MISSOURI DECLARING CERTAIN EQUIPMENT, VEHICLES AND ITEMS IN THE CITY'S INVENTORY TO BE SURPLUS PROPERTY AND AUTHORIZING ITS DISPOSAL.

WHEREAS, Certain equipment, vehicles and items in the City's inventory, due to its age or state of disrepair can no longer adequately perform the day-to-day operations of the City; and

WHEREAS, the City of Sikeston seeks to remove such items from its inventories to maximize operations, and while providing a safe and efficient environment for its employees.

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

The item enumerated below is hereby declared surplus and the City Manager is directed to proceed with the removal of this item from City inventories by sale at public auction, sale by sealed bid, or when the item is no longer usable, by disposal.

Vehicle:

2000 Ford Crown Victoria VIN: 2FAFP71W3YX167876

Read this 7th day of October, 2013, Councilman Depro moved to approve Resolution 13-10-02. The motion was seconded by Councilman Gilmore, discussed and voted as follows:

Burch Aye, Depro Aye, Gilmore Aye, Harris Aye,
Teachout Aye, and Pullen Aye, thereby being passed.

Adoption of 2012 International Building & Fire Code

Collin Cecil recommended the City update the International Code series from the 2000 International Code to the 2012 International Code and include the 2012 International Property Maintenance Code and the International Existing Building Code.

Councilman Burch moved to authorize city staff to prepare bills for the adoption of the 2012 International Building and Property Maintenance Codes. The motion was seconded by Councilman Teachout and the following roll call vote recorded:

Burch Aye, Depro Aye, Gilmore Aye, Harris Aye,
Teachout Aye, and Pullen Aye, thereby being passed.

Employee Health Insurance

Karen Bailey reported a 21.72% increase for health insurance if the current plan with Anthem is renewed on January 1, 2014. Council directed staff to prepare an RFP for broker services. The broker will then solicit bids for health insurance and a wellness program.

Other Items

Councilman Gilmore moved to subordinate the reversionary interest for the YMCA deed of trust to Montgomery Bank. The motion was seconded by Councilman Teachout and the following roll call vote recorded:

Burch Aye, Depro Aye, Gilmore Aye, Harris Aye,
Teachout Aye, and Pullen Aye, thereby being passed.

Shirley Pease of 1506 East Kathleen expressed concern regarding the cost of flood plain insurance.

Downtown merchants Sam Thomas and Terry Hurley expressed displeasure regarding a fund raiser planned by the Sikeston Library. Councilman Depro stated he would contact the Library Board and communicate the City Council's concern.

ADJOURNMENT

There being no further business before the City Council, Councilman Teachout moved to adjourn. The motion was seconded by Councilman Harris and the following roll call vote was recorded:

Burch Aye, Depro Aye, Gilmore Aye, Harris Aye, Hedrick Aye,
Teachout Aye, and Pullen Aye, thereby being passed.

APPROVED:

JERRY PULLEN, MAYOR

ATTEST:

CARROLL L. COUCH, CITY CLERK

SEAL:

SPECIAL CITY COUNCIL MEETING/PUBLIC HEARING
OCTOBER 14, 2013

CALL TO ORDER/RECORD OF ATTENDANCE

The special Sikeston City Council meeting of October 14, 2013 was called to order at 12:00 p.m. in the City Council Chambers, located at 105 East Center, Sikeston. Present at the meeting were: Councilmen Bob Depro, Jon Gilmore and Kathy Teachout. Mayor Pullen and Councilmen Burch and Harris were absent. Staff in attendance were: City Counselor Chuck Leible, City Clerk/Acting City Manager Carroll Couch, City Treasurer Karen Bailey, Public Safety Director Drew Juden, Administrative Assistant Kathy Medley, and Economic Development Director Ed Dust.

No taxing districts were present.

Councilman Teachout called the meeting to order without a quorum. Councilman Gilmore nominated Councilman Depro to chair the meeting. The motion was seconded by Councilman Depro and the following vote recorded:

Depro Aye, Gilmore Aye, and Teachout Aye, thereby being passed.

PUBLIC HEARING

Enhanced Enterprise Zone – Abatement of Property Taxes for Sikeston Commons, LLC

Councilman Depro stated the purpose of the hearing was to consider tax abatements for Sikeston Commons, LLC (Carr Industries), purchasing Brown Shoe. 100% of real estate taxes will be abated for the first five years.

Meeting will reconvene at 5 p.m.

CALL TO ORDER/RECORD OF ATTENDANCE

The special Sikeston City Council meeting of October 14, 2013 was called to order at 5:00 p.m. in the City Council Chambers, located at 105 East Center, Sikeston. Present at the meeting were Mayor Pullen and Councilmen Bob Depro, Jon Gilmore, Maude Harris and Kathy Teachout. Councilman Burch was absent. Staff in attendance were: City Counselor Chuck Leible, City Clerk/Acting City Manager Carroll Couch, City Treasurer Karen Bailey, Public Safety Director Drew Juden, and Economic Development Director Ed Dust.

PUBLIC HEARING

Councilman Depro moved to reconvene the public hearing. The motion was seconded by Councilman Teachout and the following vote recorded:

Depro Aye, Gilmore Aye, Harris Aye,
Teachout Aye, and Pullen Aye, thereby being passed.

John Graham of 104 North Sixth Street questioned transferring funds to the school system to offset lost revenues because of the real estate tax abatement.

Councilman Gilmore moved to close the public hearing. The motion was seconded by Councilman Harris and the following vote recorded:

Depro Aye, Gilmore Aye, Harris Aye,
Teachout Aye, and Pullen Aye, thereby being passed.

Bill Number 5934, Authorizing Abatement of Municipal Property Taxes

Councilman Depro moved for the first reading of Bill Number 5934. The motion was seconded by Councilman Teachout and the following vote recorded:

Depro Aye, Gilmore Aye, Harris Aye,
Teachout Aye, and Pullen Aye, thereby being passed.

Counselor Leible presented the Bill Number 5934 for reading, an emergency ordinance authorizing the City of Sikeston, Missouri to take certain actions in connection with enhance enterprise zone tax abatement for Sikeston Commons, LLC.

Councilman Gilmore moved for the second reading of Bill Number 5934. The motion was seconded by Councilman Teachout and the following vote recorded:

Depro Aye, Gilmore Aye, Harris Aye,
Teachout Aye, and Pullen Aye, thereby being passed.

Counselor Leible presented the bill for a second reading.

BILL NUMBER 5934

ORDINANCE NUMBER 5934

AN EMERGENCY ORDINANCE AUTHORIZING THE CITY OF SIKESTON, MISSOURI TO TAKE CERTAIN ACTIONS IN CONNECTION WITH ENHANCED ENTERPRISE ZONE TAX ABATEMENT FOR SIKESTON COMMONS, LLC.

WHEREAS, the City of Sikeston, a constitutionally chartered city and political subdivision of the State of Missouri adopted Ordinance No. 5691 which designated certain areas within the City as a Enhanced Enterprise Zone, and

WHEREAS, SIKESTON COMMONS, LLC has indicated its willingness to purchase and make certain improvements to property located in Elizabeth Acres, Sikeston, New Madrid County, Missouri, to operate a manufacturing facility and which is located in the Enhanced Enterprise Zone, and

WHEREAS, the Enhanced Enterprise Zone Board met and recommended certain tax abatements if SIKESTON COMMONS, LLC located in Elizabeth Acres and

WHEREAS, after due notice to all interested and necessary parties, a public hearing was held on October 14, 2013 to consider the proposed tax abatements to SIKESTON COMMONS, LLC, and

WHEREAS, the City Council finds and determines that it is necessary and desirable to grant certain Enhanced Enterprise Zone tax abatements to SIKESTON COMMONS, LLC.

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

SECTION I: The improvements located on the real estate described on Exhibit "A" which is attached hereto and incorporated by reference shall be subject to ad-valorem tax abatement as follows: (i) upon the acquisition of the property by SIKESTON COMMONS, LLC and beginning with the tax year 2014 and continuing for five (5) years, one hundred percent (100%) of the real property tax obligation shall be abated.

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

SECTION III. Further Authority. 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.

SECTION IV. Emergency Ordinance. The City Council finds that an emergency exists within the meaning of Article III, Section 312(f) of the City Charter, because SIKESTON COMMONS, LLC cannot acquire the real estate until the City authorizes such tax abatements.

SECTION V: Record of Passage:

- A. Bill Number 5934 was introduced and read the first time this 14th day of October, 2013.
- B. Bill Number 5934 was read the second time and discussed on this 14th day of October, 2013. Councilman Teachout moved to approve Bill Number 5934. The motion was seconded by Councilman Depro, discussed and voted as follows:

Depro Aye, Gilmore Aye, Harris Aye,
Teachout Aye, and Pullen Aye, thereby being passed.

- C. Upon passage by the City Council, this bill shall become Ordinance 5934 and shall be in full force and effect from and after its passage.

Appointment to the Library Board

Councilman Depro nominated Dorothy Brown to serve on the Library Board. The motion was seconded by Councilman Teachout and the following roll call vote recorded:

Depro Aye, Gilmore Aye, Harris Aye,
Teachout Aye, and Pullen Aye, thereby being passed.

ADJOURNMENT

There being no further business before the City Council, Councilman Teachout moved to adjourn. The motion was seconded by Councilman Harris and the following roll call vote was recorded:

Depro Aye, Gilmore Aye, Harris Aye,
Teachout Aye, and Pullen Aye, thereby being passed.

APPROVED:

JERRY PULLEN, MAYOR

ATTEST:

CARROLL L. COUCH, CITY CLERK

SEAL:

SPECIAL CITY COUNCIL MEETING
OCTOBER 26, 2013

CALL TO ORDER/RECORD OF ATTENDANCE

The special Sikeston City Council meeting of October 26, 2013 was called to order at 1:00 p.m. in the City Council Chambers, located at 105 East Center, Sikeston. Present at the meeting were: Mayor Jerry Pullen and Councilmen Steven Burch, Bob Depro, Jon Gilmore, Maude Harris, and Kathy Teachout. Staff in attendance were: City Counselor Chuck Leible and City Treasurer Karen Bailey.

ADJOURNMENT INTO EXECUTIVE SESSION

Councilman Depro moved to adjourn into executive session for the discussion of personnel [RSMO 610.021 (3)]. The motion was seconded by Councilman Burch and the following roll call vote recorded:

Burch Aye, Depro Aye, Gilmore Aye, Harris Aye,
Teachout Aye, and Pullen Aye, thereby being passed.

Councilman Burch moved to make an employment offer to Jonathon Douglas for the position of city manager. The motion was seconded by Councilman Teachout, discussed and voted as follows:

Burch Aye, Depro Aye, Gilmore Aye, Harris Aye,
Teachout Aye, and Pullen Aye, thereby being passed.

No further action was taken in executive session.

ADJOURNMENT OUT OF EXECUTIVE SESSION

Councilman Harris moved to adjourn from executive session. The motion was seconded by Councilman Teachout and the following roll call vote recorded:

Bohannon Aye, Conway Aye, Depro Aye, Harris Aye,
Teachout Aye, and Pullen Aye, thereby being passed.

ADJOURNMENT

There being no further business before the City Council, Councilman Teachout moved to adjourn. The motion was seconded by Councilman Harris and the following roll call vote was recorded:

Burch Aye, Depro Aye, Gilmore Aye, Harris Aye,
Teachout Aye, and Pullen Aye, thereby being passed.

APPROVED:

JERRY PULLEN, MAYOR

ATTEST:

CARROLL L. COUCH, CITY CLERK

SEAL:

SPECIAL CITY COUNCIL MEETING
OCTOBER 28, 2013

CALL TO ORDER/RECORD OF ATTENDANCE

The special Sikeston City Council meeting of October 28, 2013 was called to order at 11:30 a.m. in the City Council Chambers, located at 105 East Center, Sikeston. Present at the meeting were: Mayor Jerry Pullen and Councilmen Steven Burch, Bob Depro, and Jon Gilmore. Councilmen Maude Harris and Kathy Teachout were absent. Staff in attendance were: City Counselor Chuck Leible (arriving at 11:38 a.m.), City Clerk/Acting City Manager Carroll Couch, City Treasurer Karen Bailey, Governmental Services Director Linda Lowes, Economic Development Director Ed Dust, Chief Building Inspector Collin Cecil, Street Superintendent Brian Dial, Parks Director Jiggs Moore, Director of Public Safety Drew Juden, and Information Technology Director Dave Warren.

ITEMS OF BUSINESS

Bill Number 5933, Amending City Code 500.670, Prohibited Maintenance (Derelict Vehicles)

Councilman Depro moved for the second reading of Bill Number 5933. The motion was seconded by Councilman Gilmore and the following roll call vote recorded:

Burch Aye, Depro Aye, Gilmore Aye, and Pullen Aye, thereby being passed.

Counselor Leible presented the bill for reading.

BILL NUMBER 5933

ORDINANCE NUMBER 5933

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 5933 PROVIDING FOR AN AMENDMENT TO SECTION 500.670, PROHIBITED MAINTENANCE, OF THE SIKESTON MUNICIPAL CODE IN THE CITY OF SIKESTON, MISSOURI.

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

SECTION I: This Ordinance shall be codified in Section 500.670 of the Sikeston Municipal Code.

SECTION II: Section 500.670 of the City Code of Sikeston, Missouri shall be amended to read as follows:

"500.670 Prohibited Maintenance:

B. It shall be unlawful for the owner, occupant or custodian of any private property to maintain or allow to remain on said private property any currently unregistered and/or unlicensed motor vehicles or any motor vehicle which is in a state of disrepair; provided however, that the owner of such private property may maintain on said private property one (1) motor vehicle which is not in a state of disrepair and for which the vehicle's registration is not more than six (6) months out-of-date. (R.O. 2009 §15.24.040; Ord. No. 5591 §II, 4-13-04; Ord. No. 5603 §II, 6-15-04)"

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

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

SECTION V: Record of Passage

- A. Bill Number 5933 was introduced and read the first time this 7th day of October, 2013.
- B. Bill Number 5933 was read the second time this 28th day of October, 2013. Councilman Depro moved to approve Bill Number 5933. The motion was seconded by Councilman Gilmore and the following roll call vote recorded:

Burch Aye, Depro Aye, Gilmore Aye, and Pullen Aye, thereby being passed, becoming ordinance 5933.

- C. Ordinance 5933 shall be in full force and effect from and after Wednesday, November 27, 2013.

Bill Number 5935, Adoption of 2012 International Building Code with Appendices B, E, I, and K

Councilman Gilmore moved for the second reading of Bill Number 5935. The motion was seconded by Councilman Burch and the following roll call vote recorded:

Burch Aye, Depro Aye, Gilmore Aye, and Pullen Aye, thereby being passed.

City Clerk Couch presented Bill Number 5935 for reading, an ordinance governing the design, construction, alteration, enlargement, equipment repair, demolition, removal, conversion, use of maintenance of all buildings and structures: known as the building code; providing for the issuance of permits, collection of fees, making of inspections; providing penalties for the violation thereof; and repealing any existing ordinance of the City of Sikeston, Missouri, that are in conflict herewith effective December 5, 2013.

Bill 5936, Adoption of the 2012 International 1 & 2 Family Residential Code with Appendices H, M and P

Councilman Burch moved for the second reading of Bill Number 5936. The motion was seconded by Councilman Depro and the following roll call vote recorded:

Burch Aye, Depro Aye, Gilmore Aye, and Pullen Aye, thereby being passed.

City Clerk Couch presented Bill Number 5936 for reading, an ordinance governing the design, construction, alteration, enlargement, equipment repair, demolition, removal, conversion, use of maintenance of all buildings and structures: known as the building code; providing for the issuance of permits, collection of fees, making of inspections; providing penalties for the violation thereof; and repealing Ordinance 5359 of the City of Sikeston, Missouri, effective December 5, 2013.

Bill Number 5937, Adoption of 2012 International Fire Code

Councilman Gilmore moved for the first reading of Bill Number 5937. The motion was seconded by Councilman Burch and the following roll call recorded:

Burch Aye, Depro Aye, Gilmore Aye, and Pullen Aye, thereby being passed.

City Clerk Couch presented Bill Number 5937, an ordinance prescribing regulations consistent with nationally recognized standards for safeguards, to a reasonable degree, of life and property from the hazards of the fire and explosion arising from the storage, handling and use of hazardous substances, materials, and devices; and from conditions hazardous to life or property in the use or occupancy of buildings premises; known as the fire code thereof; and repealing existing Ordinance 5376 of the City of Sikeston, Missouri, effective December 5, 2013.

Bill Number 5938, Adoption of 2012 International Fuel Gas Code

Councilman Depro moved for the first reading of Bill Number 5938. The motion was seconded by Councilman Burch and the following roll call vote recorded:

Burch Aye, Depro Aye, Gilmore Aye, and Pullen Aye, thereby being passed.

City Counselor Leible presented Bill Number 5938 for reading, an ordinance establishing minimum regulations governing the conditions and maintenance of all property, buildings, and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe and fit for occupation and use; known as the fuel gas code thereof; and repealing existing Ordinance 5378 of the City of Sikeston, Missouri, effective December 5, 2013.

Bill Number 5939, Adoption of International 2012 Mechanical Code

Councilman Gilmore moved for the first reading of Bill Number 5939. The motion was seconded by Councilman Depro and the following roll call vote recorded:

Burch Aye, Depro Aye, Gilmore Aye, and Pullen Aye, thereby being passed.

Counselor Leible presented Bill Number 5939 for a first reading, an ordinance establishing minimum standards for the design and installation of mechanical systems, including heating systems, ventilation systems, cooling systems, steam and hot water heating systems, process piping boilers, utilizing gas fuel, liquid fuel, solid fuel or electrical power, chimneys and vent, mechanical refrigeration systems, fireplaces, barbeques, incinerators, crematories, fire protection systems and air pollution control systems known as the mechanical code thereof; and repealing existing Ordinance Number 5379 of the City of Sikeston, Missouri, effective December 5, 2013.

Bill Number 5940, Adoption of 2012 International Plumbing Code

Councilman Depro moved for the first reading of Bill Number 5940. The motion was seconded by Councilman Gilmore and the following roll call vote recorded:

Burch Aye, Depro Aye, Gilmore Aye, and Pullen Aye, thereby being passed.

City Counselor Leible presented Bill Number 5940 for reading, an ordinance establishing minimum standards governing minimum plumbing standards in terms and performance objectives; implemented by specific requirements, which will provide reasonable safeguards for sanitation to protect the public health against the hazards of inadequate, defective or unsanitary plumbing installations; known as the plumbing code thereof; and repealing existing Ordinance 5377 of the City of Sikeston, Missouri, effective December 5, 2013.

Bill Number 5941, Adoption of 2012 International Swimming Pool Code

Councilman Depro moved for the first reading of Bill Number 5941. The motion was seconded by Councilman Burch and the following roll call vote recorded:

Burch Aye, Depro Aye, Gilmore Aye, and Pullen Aye, thereby being passed.

Counselor Leible presented Bill Number 5941 for reading, an ordinance establishing minimum standards governing the installation of swimming pools and spas and governing plumbing and electrical standards in terms and performance objectives; implemented by specific requirements, which will provide reasonable safeguards to protect the public health against the hazards of inadequate, defective or improper plumbing and electrical installations; known as the swimming pool and spa code of the City of Sikeston, Missouri, effective December 5, 2013.

Bill Number 5942, Adoption of 2012 International Existing Building Code

Councilman Burch moved for the first reading of Bill Number 5942. The motion was seconded by Councilman Gilmore and the following roll call vote recorded:

Burch Aye, Depro Aye, Gilmore Aye, and Pullen Aye, thereby being passed.

Counselor Leible presented Bill Number 5941 for reading, an ordinance governing the design, construction, alteration, enlargement, equipment repair, demolition, removal, conversion, use of maintenance of all buildings and structures: known as the existing building code; providing for the protection of public health, safety, welfare, in all existing structures, the issuance of permits, collections of fees, making inspections; providing penalties for the violation thereof; and repealing any existing ordinance of the City of Sikeston, Missouri, that are in conflict herewith effective December 5, 2013.

Bill Number 5943, Adoption of 2012 International Property Maintenance Code

Councilman Gilmore moved for the first reading of Bill Number 5943. The motion was seconded by Councilman Burch and the following vote recorded:

Burch Aye, Depro Aye, Gilmore Aye, and Pullen Aye, thereby being passed.

Counselor Leible presented Bill Number 5943 for reading, an ordinance establishing the minimum regulations governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to insure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use and the demolition of such structures; known as the property maintenance code and repealing any existing ordinances of the City of Sikeston, Missouri, that are in conflict herewith effective December 5, 2013.

Bill Number 5944, Adoption of International Electric Code

Councilman Gilmore moved for the first reading of Bill Number 5944. The motion was seconded by Councilman Burch and the following roll call vote recorded:

Burch Aye, Depro Aye, Gilmore Aye, and Pullen Aye, thereby being passed.

Counselor Leible presented Bill Number 5944 for reading, an ordinance, Number 5944, governing the installation of electric conductors and equipment within or on public and private buildings or other structures including mobile homes, recreational vehicles, and floating dwelling units, installation of conductors that connect to the supply of electricity, and installations of other outside conductors on the premises: known as the electrical code; providing for the issuance of permits, collection of fees, making of inspections; and repealing Ordinance 5380 and any existing ordinances of the City of Sikeston, Missouri, that are in conflict herewith effective December 5, 2013.

Selection of City Engineering Firm

Bailey briefed the City Council on the selection of the City engineering firm by the Professional Consulting Committee. Councilman Gilmore moved to equally divide engineering services for the summer street program among the firms of Lambert Engineering and Waters and Associates. The motion was seconded by Councilman Depro and the following roll call vote recorded:

Burch Aye, Depro Aye, Gilmore Aye, and Pullen Aye, thereby being passed.

Appointment to the Park Board and Rental Appeals Board

Councilman Gilmore nominated Tess Marshall to the Park Board. The nomination was seconded by Councilman Depro and the following roll call vote recorded:

Burch Aye, Depro Aye, Gilmore Aye, and Pullen Aye, thereby being passed.

Councilman Depro nominated Jim Burden to the Rental Appeals Board. The nomination was seconded by Councilman Gilmore and the following roll call vote recorded:

Burch Aye, Depro Aye, Gilmore Aye, and Pullen Aye, thereby being passed.

Presentation and Discussion of Proposed Contract for Services with Sikeston Area Humane Society

Councilman Gilmore requested a separate meeting to discuss the Sikeston Area Humane Society services.

Councilman Burch moved to extend the current contract with the Sikeston Area Humane Society until December 31, 2013. The motion was seconded by Councilman Gilmore and the following roll call vote recorded:

Burch Aye, Depro Aye, Gilmore Aye, and Pullen Aye, thereby being passed.

Briefing, Possible Creation of a Dog/Cat License to Encourage Spray/Neuter Practices

This item will be discussed with the contract for services with the Sikeston Area Humane Society.

Other Items

Bailey briefed the City Council on the Professional Consulting Committee's review of RFPs for employee health insurance and wellness broker services. Councilman Depro moved to award broker services to Mitchell Insurance. The motion was seconded by Councilman Burch and the following roll call vote recorded:

Burch Aye, Depro Aye, Gilmore Aye, and Pullen Aye, thereby being passed.

ADJOURNMENT INTO EXECUTIVE SESSION

Councilman Depro moved to adjourn into executive session for the discussion of personnel [RSMO 610.021 (3)]. The motion was seconded by Councilman Burch and the following roll call vote recorded:

Burch Aye, Depro Aye, Gilmore Aye, and Pullen Aye, thereby being passed.

No action was taken in executive session.

ADJOURNMENT OUT OF EXECUTIVE SESSION

Councilman Depro moved to adjourn from executive session. The motion was seconded by Councilman Gilmore and the following roll call vote recorded:

Burch Aye, Depro Aye, Gilmore Aye, and Pullen Aye, thereby being passed.

ADJOURNMENT

There being no further business before the City Council, Councilman Depro moved to adjourn. The motion was seconded by Councilman Gilmore and the following roll call vote was recorded:

Burch Aye, Depro Aye, Gilmore Aye, and Pullen Aye, thereby being passed.

APPROVED:

JERRY PULLEN, MAYOR

ATTEST:

CARROLL L. COUCH, CITY CLERK
SEAL:

SIKESTON DEPARTMENT OF ECONOMIC DEVELOPMENT

Tuesday, September 10, 2013 – 11:30 A.M.

128 N. New Madrid St., Sikeston, MO 63801

BOARD OF DIRECTORS MEETING

CALL TO ORDER/RECORD OF ATTENDANCE

Chairman Jerry Pullen called the meeting to order at 11:45 a.m. Board Members Present: Alan Keenan, Ed Throop, Jerry Pullen, Jon Gilmore and Steve Taylor, and ex-officio member Carroll Couch. Board member Dr. Maude Harris was absent. Also in attendance: Ed Dust, DED director, Kathy Medley, DED administrative assistant, and City Counselor Chuck Leible.

ITEMS OF BUSINESS:

Steve Taylor made a motion to approve the August 13, 19, and 27, 2013 minutes. The motion was seconded by Jon Gilmore and the following roll call vote was recorded: Pullen Aye, Gilmore Aye, Throop Aye, Taylor Aye, Keenan Aye, thereby being passed.

Ed Dust reported that the Brown Shoe building liquidation is going well and is on schedule to be completed by the first of September. Carr Textile is working with Chuck Leible to finalize the purchase of the Brown Shoe building.

One bid was received to repair the roof on the Essex Building. Steve Taylor made a motion to recommend that the City Council accept the original quote from Pyramid Roofing to fix the roof. The motion was seconded by Jon Gilmore, and the following roll call vote was recorded: Pullen Aye, Gilmore Aye, Throop Aye, Taylor Aye, Keenan Aye, thereby being passed.

Ed Dust updated the board on DED projects. He also gave an update on the Chicago & Albany, NY trips.

Steve Taylor made a motion to approve Ed Dust attending the Lawn & Garden Show in Louisville, KY, and the SEMA Show in Las Vegas November 4-8. The motion was seconded by Jon Gilmore and the following roll call vote was recorded: Pullen Aye, Gilmore Aye, Throop Aye, Taylor Aye, Keenan Aye, thereby being passed.

The board discussed forming an ad-hoc committee to explore the possible formation of a Fair Board. Jon Gilmore made a motion to form an ad-hoc Fair Board Committee consisting of three Sikeston Board of Municipal Utilities representatives (Alan Keenan, Ed Throop, and Steve Taylor), and two City Council representatives (Jon Gilmore and Jerry Pullen). The motion was seconded by Alan Keenan, and the following roll call vote was recorded: Pullen Aye, Gilmore Aye, Throop Aye, Taylor Aye, Keenan Aye, thereby being passed.

The DED was requested to setup a meeting with Sikeston Board of Municipal Utilities and the City Council on October 8 at 5:00 P.M. at the BMU board room. Steve Taylor made a motion to adjourn to executive session to discuss property per section 610.021(2). The motion was seconded by Alan Keenan, and the following roll call vote was recorded: Pullen Aye, Gilmore Aye, Throop Aye, Taylor Aye, Keenan Aye, thereby being passed.

After adjourning back to regular session Ed Dust informed the board the next DED meeting will be held Tuesday, October 8 at 11:30 A.M. There being no other business to discuss, Jon Gilmore made a motion to adjourn. The motion was seconded by Alan Keenan and the following roll call vote was recorded: Pullen Aye, Gilmore Aye, Throop Aye, Taylor Aye, Keenan Aye, thereby being passed.

Respectfully Submitted By:

ED DUST, Secretary

JERRY PULLEN, Chairman

MINUTES OF THE REGULAR MEETING

HOUSING AUTHORITY OF THE

CITY OF SIKESTON, MISSOURI

HELD ON THE NINTH OF SEPTEMBER 2013

On the Ninth Day of September 2013, at 12:00 Noon, the Board of Commissioners of the Housing Authority of the City of Sikeston, Missouri met in regular session at the Housing Authority Office Building in Sikeston, Missouri.

The Meeting was called to order and upon roll call, the following members of the Body were present:

Present: Chairman Mike Jensen, Vice-Chairman Larry Tetley, Commissioner David Hay, Michele Knickman, and Commissioner Alice Tharp

Absent:

Also Present: Bobby K. Henry, Executive Director

Being a quorum present, the following business was transacted:

Minutes of the Regular Meetings of July 8, 2013 and August 10, 2013 were presented and upon a motion duly made by Commissioner David Hay, and seconded by Vice-Chairman Larry Tetley, and unanimously carried, the Minutes were approved as presented.

Thereupon the following bills were presented for payment:

Aramark	153.95	Menards	589.50
AT&T	270.68	Meyer Supply	887.18
Auto Tire & Parts	14.82	Mid-South Office Supply	466.26
Beaver Janitor Supply	388.00	Nan McKay	224.00
BMU	12,150.56	O'Guin Mechanical Service	641.00
Charter Communications	84.99	Plumbmaster	207.85
City of Sikeston-C.O.P.S.	21,945.83	Raben Tire	219.79
C&K Building Materials	172.76	Sonny's Solid Waste	2,000.00
CK Power	2,340.00	Standard Democrat	41.70
Decota Electric	97.47	Terminix	800.00
Delta Document Shredding	30.00	The PI Company	320.00
Greenway	72.15	Tri-County Recycling	770.00
House of Color	44.49	Walmart	640.00
J&K Floor Cleaning	586.63		
Liberty Utilities	90.11	Total for AUGUST	\$48,065.34
Lowe's	6.44		

Motion duly made by Commissioner David Hay, to pay bills as presented, seconded by Commissioner Michele Knickman. Motion carried unanimously.

The Capital Fund report and requisitions for the period ending August 2013 were presented. The requisition included \$2,400.00 to Dunker Consultants (501-12). Motion duly made by Vice-Chairman Larry Tetley, to pay requisitions for a grand total of \$2,400.00 seconded by Commissioner David Hay. Motion carried unanimously.

Commissioners reviewed two proposals from Anthem Blue Cross Blue Shield for employee health insurance. One proposal was for a renewal of our existing plan with a corresponding increase of 18.7% increase in premium for next year. The other proposal was to increase the deductible from \$1500 to \$2500 with an increase of 6.5% in premium for next year. Motion duly made by Commissioner Michele Knickman to accept the quote from Anthem Blue Cross Blue Shield with the deductible raised to \$2500 and the Housing Authority to reimburse the final \$1000 of the \$2500 deductible for the employee only. Motion seconded by Vice-Chairman Larry Tetley. Motion passed unanimously.

Commissioners considered a request from the St. Louis Area HUD Office for the Sikeston Housing Authority to administer the Housing Choice Voucher (HCV) program for the Oran Housing Authority within the City of Oran. Due to the small size of the HCV program and because of federal budget cuts and sequestration the Oran Housing Authority finds it is not fiscally prudent to continue its operation. Since the Sikeston Housing Authority is the housing authority of record to operate the HCV Program in Scott County HUD has contacted us to assume the administration on the HCV Program within the City of Oran. No formal decision was made.

Being no further business to come before the Body, Commissioner David Hay moved to adjourn seconded by Commissioner Alice Tharp. Meeting adjourned.

Mike Jensen, Chairman

Bobby K. Henry, Secretary

**Board of Trustees Meeting
THURSDAY SEPTEMBER 5, 2013
4:00pm**

The Board of Trustees of Sikeston Public Library met on Thursday September 5, 2013 at 4:00pm. Present were Mrs. Caskey, Mrs. Chitwood, Mr. Colwick, Mr. Polivick, Mrs. Tetley, Ms. Thompson, Mrs. Tangeman, Director, Mr. Eifert, Assistant Director, Mr. Depro, Liaison to City Council and Mrs. Sally Lape, Chairman of the Friends of the Library. Dr. Bohannon was absent.

FRIENDS OF THE LIBRARY-The Friends of the Library will be hosting a Fund Raiser for the Basement Renovation on Thursday November 14 and Friday November 15 at the Clinton Building. The event is being sponsored by Sissy's Log Cabin, an Arkansas Premier Jeweler. The Board reviewed the invitations, sponsor levels, information regarding the sponsors' luncheon and other specific information regarding the event. Moll Printing Co. is underwriting the cost of the invitations and there will also be a Silent Auction. Each person purchasing a ticket will be eligible to win the Grand Prize drawing that will be a \$5,000.00 Sissy's Log Cabin Shopping Spree or a Jewelry Suite of Equal Value. Invitations will be ready to be mailed October 3rd. Sissy's Log Cabin is furnishing a \$500.00 Jewelry assessment for the Silent Auction. A Sponsor's Luncheon will be held at the Foxhaven Country Club on Thursday November 14 at 11:00pm. Drinks and Appetizers will be available at the Clinton Building on Thursday. The drawings will held on Friday November 15th at 4:30pm. You need not be present to win.

MINUTES

Mrs. Tetley made a motion to accept the minutes from the August meeting. Ms. Thompson seconded and the motion carried.

PETTY CASH

Mrs. Chitwood made a motion to accept the Petty Cash Report for August. Mrs. Tetley seconded and the motion carried.

BILLS—Mrs. Caskey made a motion to accept the Bills for August as presented. Mr. Polivick seconded and the motion carried.

CITY FINANCIAL STATEMENT-The City Financial Statement for July was reviewed.

COMMITTEES

FINANCE—We received an interest payment for the month of August.

PERSONNEL—None

OPERATIONS—Mrs. Caskey reported that the next Tile Project time will be Saturday September 14 from 1100am to 1:00pm. As of this date we have completed 126 tiles. We are going to apply for a Monsanto America's Farmers Grow Community Grant. It is a \$2500.00 grant and the window closes November 30, 2013. We need as many Scott County Farmers to register so their vote can be

counted for the Sikeston Public Library. This can be done on line. Mrs. Cowan reported that her effort to have Nicholas Sparks to come for a Fund Raising Event in March while in the area was not successful. The cost would be \$37,500.00. She will continue to pursue a children's author and perhaps a local author such as Morley Swingle.

LIBRARIAN

-Mr. Eifert reported on the Circulation System and the need to change from Follett. It no longer serves our purposes, especially since it will not talk to other systems and the tech support is not helpful. We feel that Evergreen is our choice. It will talk to the necessary systems such as MoLib2Go for our ebook programs. After discussion Mrs. Caskey made a motion that we go with Evergreen and Mr. Polivick seconded the motion. All in favor, none opposed and the motion carried. According to Evergreen, once they receive our agreement we will be on the list and should go up the summer of 2014.

-The members received a report from Ann Thompson highlighting our Summer Reading Program for this past summer.

-We have once again been awarded the Erate discount at 80% which was effective July 1, 2013.

OTHER

The Board reviewed the names of potential choices for the Library Board to replace Mrs. Barkett and Mrs. Cowan. After discussion, the Board will ask City Council to appoint Mr. Jay Leible and Mrs. Carrie Lape to fill the vacancies.

ADJOURNMENT

Mr. Polivick made a motion to adjourn and Mrs. Caskey seconded the motion. All in favor, none opposed and the motion carried. The meeting adjourned at 5:35pm.



TOURISM ADVISORY BOARD MINUTES

MEETING OF TUESDAY, SEPTEMBER 24, 2013

The Sikeston Convention & Visitors Bureau Tourism Advisory Board Meeting convened at 4:00 PM, Tuesday, September 24, 2013 in the C.D. Matthews Room of Sikeston City Hall, 105 E. Center Street, Sikeston, Missouri. Attending were Board members David Carnell, Tess Marshall, Zach Fayette; Councilman Bob Depro; ex-officio member Jiggs Moore and Director Linda Lowes. Members not in attendance were John Tarter, Rick Justice and ex-officio members Lynn Lancaster and Susie Lawrence.

With both the Board Chairman and Vice Chairman absent, members selected David Carnell as acting board chairman.

Upon a motion by Zach Fayette and a second by Bob Depro the minutes of June 24, 2013, July 23, 2013 and August 27, 2013 were approved as read.

Director Lowes presented the CVB's financial statement for the period ended August 30, 2013. At this time expenditures exceed revenues by \$2,546.10. The annual lodging tax payment from Midtowner Motel, normally received in August, was not transmitted to the City until September.

Operations Report:

Group tour/group hospitality:

CVB hosted agri-tour groups in August (Missouri travelers) and in September (Kentucky travelers). A third, composed of Indiana senior citizens is scheduled for October 8.

Lowes reported CVB staff prepared and distributed 260 hospitality bags to groups since July 1. Bags will also be provided for the Carnell Bike & Car Show, the October 8 group tour, and November Invitational Soccer Tournament.

FY-13 Marketing Campaign Analysis:

The CVB is required to submit a cost-analysis of advertising funded through the Missouri Cooperative Marketing Program. Results were summarized as follows:

Group Tour Marketing:

Advertising Costs: \$4,536; Impressions: 60,000; Results: 2 day-tours booked

Leisure Travel Marketing:

Advertising Costs: \$37,989; Impressions: 3,420,000; E-blasts purchased: 72,621

Electronic promotions: On-line visitors' guide & I-Phone application

Internet: sweepstakes offering; Billboards: 2, I-55 North and I-55 South

Results: 16,527 inquiries; Cost per inquiry: \$2.30

Targeted geographic market inquiries: 11,960 (71%); Cost per inquiry: \$3.18

Income analysis of inquiries received: Sikeston market is in the \$40,000-\$69,999 range

Leisure Travel Marketing, Non-Cooperative marketing program funding:

Sikeston CVB E-Newsletter

YTD Number sent: 51,570; Opens: 8,104 (12.4%); Clicks: 318 (3.94%)

Search Engine Marketing

Click-through rate: 5.73%; Impressions: 28,657

Industry-wide, a 2% click-through rate is considered successful.

FY-14 Marketing Campaign:

Group tour marketing: all ads have dropped

Leisure Marketing:

All billboards up (I-55 North & South, and City billboard on I-57)

All ads have been created and approved by Division of Tourism

Fall campaign advertising has been placed, published and inquiries being received.

Historic Homes Brochure has been reprinted

Visitors Guide and 2014 Calendar of Events updates are in progress

Graphic Design Firm Search:

Lowes reported City staff and members of the Board met with the firms Wright Advertising (Perryville) and MediaMix Communications (Cape Girardeau) on September 18. Those attending recommend using MediaMix Communications for the CVB design needs. The board authorized staff to proceed with the FY-14 marketing campaign using MediaMix Communications as the CVB's design firm.

Photo Contest:

Director Lowes presented MediaMix Communications recommendation to expand the scope of the photo contest from Sikeston to Scott County. Board agreed. Staff will revise the guidelines and design prizes.

There being no further business Zach Fayette made the motion to adjourn the meeting. Bob Depro provided the second. The meeting was adjourned.

Approved and accepted this date:

John Tarter, Chairman

Date

Council Letter

Date of Meeting: 13-11-04

Originating Department: Department of Economic Development

To the Mayor and City Council:

Subject: Award Bid #14-12 for new DED Sport Utility Vehicle

Attachment: October 8, 2013 DED Minutes and Bid Return Sheet

Action Options:

1. Award bid for Department of Economic Development Sport Utility Vehicle
2. Other action Council may deem appropriate

Background:

The City of Sikeston solicited bids for one (1) 2013-2014 Sport Utility Vehicle for the DED. The existing DED van is a 2010 Ford model with over 68,000 miles. The sealed bids were opened on October 22, 2013. Three bids were received. The Department of Economic Development recommends awarding the bid to Autry Morlan. With the \$14,000 for trade-in, the final price would be \$28,796.00 for a new 2013 Suburban. The DED Board recommends that the funding for this purchase be taken from the Essex account, which has a balance of \$775,727 as of October 15, 2013.

SIKESTON DEPARTMENT OF ECONOMIC DEVELOPMENT

Tuesday, October 8, 2013 – 11:30 A.M.

128 N. New Madrid St., Sikeston, MO 63801

BOARD OF DIRECTORS MEETING

CALL TO ORDER/RECORD OF ATTENDANCE

Chairman Jerry Pullen called the meeting to order at 11:55 a.m. Board Members Present: Alan Keenan, Maude Harris, Ed Throop, Jerry Pullen, Jon Gilmore and Jeff Sutton, and ex-officio member Carroll Couch. Also in attendance: Ed Dust, DED director, Kathy Medley, DED administrative assistant, and City Counselor Chuck Leible.

ITEMS OF BUSINESS:

Jon Gilmore made a motion to approve the September 10, 2013 minutes. The motion was seconded by Alan Keenan and the following roll call vote was recorded: Pullen Aye, Gilmore Aye, Throop Aye, Harris Aye, Keenan Aye, Sutton Aye, thereby being passed.

Ed Dust reported that Carr Textile is working with Chuck Leible to finalize the purchase of the Brown Shoe building. The Media Press Building has also been sold to an industry and the DED is working on an announcement date.

DAEOC has contacted the DED about buildings for their headquarters. The board directed Ed Dust to research some possible locations.

The DED received two quotes to paint the exterior of the Essex Building and both exceeded the budget. The board elected to wait until the spring and then rebid the project.

Jeff Sutton made a motion to accept bids for a new SUV for Ed Dust. The motion was seconded by Alan Keenan, and the following roll call vote was recorded: Pullen Aye, Gilmore Aye, Throop Aye, Harris Aye, Keenan Aye, Sutton Aye, thereby being passed.

The next DED meeting will be held Tuesday, November 12 at 11:30 A.M. There being no other business to discuss, Maude Harris made a motion to adjourn at 12:40 P.M. The motion was seconded by Jeff Sutton and the following roll call vote was recorded: Pullen Aye, Gilmore Aye, Throop Aye, Harris Aye, Keenan Aye, Sutton Aye, thereby being passed.

Respectfully Submitted By:

ED DUST, Secretary

JERRY PULLEN, Chairman



City of Sikeston Bid Tabulation Sheet

Bid #: 14-12

Opening Date: 10-22-13

Description: NEW SUV FOR THE DED – TRADE IN 2010 FORD VAN

Item		Vendor 1	Vendor 2	Vendor 3	Vendor 4
1		Morlan Ford	Autry Morlan	Autry Morlan	
		2013 Expedition Trade In - \$10,500 Bid - \$32,318	2013 Suburban Trade In - \$14,000 Bid - \$28,796 List Price- \$51,690	2013 Yukon Trade In - \$14,000 Bid - \$30,476 List Price- \$53,275	
2					
3					
4					
5					
6					
7					
8					
9					
10					

Chairman: Ed Dust

Verifier: Rhonda Council

Recorder: Kathy Medley

City of Sikeston

Council Letter

Council Letter: 13-11-04

Originating Department: Department of Public Works

To the Mayor and City Council:

Subject: 2nd Reading and Consideration of Bills 5935, 5936, 5937, 5938, 5939, 5940, 5941, 5942, 5943, and 5944 Adopting the 2012 International Building Codes and 2011 International Electrical Code

Attachments:

1. Bill #5935, 2012 International Building Code with Appendices B, E, I & K
2. Bill #5936, 2012 International 1 & 2 Family Residential Code with Appendices H, M & P
3. Bill #5937, 2012 International Fire Code
4. Bill #5938, 2012 International Fuel Gas Code
5. Bill #5939, 2012 International Mechanical Code
6. Bill #5940, 2012 International Plumbing Code
7. Bill #5941, 2012 International Swimming Pool Code
8. Bill #5942, 2012 International Existing Building Code
9. Bill #5943, 2012 International Property Maintenance Code
10. Bill #5944, 2012 International Code

Action Options:

1. Adopt bills as presented;
2. Other action as Council may deem appropriate.

Background:

International Building Codes are designed as a model code and to provide consistency in building codes from city to city. As indicated in the previous briefing the City's existing edition of building standards is 13 years old. Few design professionals utilize this edition. Additionally use of 2000 edition has resulted in the City receiving the lowest grade possible by the Building Code Effectiveness Grading Schedule (BCEGS).

Staff requests the adoption of the following bills:

Bill 5935, 2012 International Building Code with appendices B, E, I & K

The Building Code governs the construction, addition, alteration, and replacement of all structures not classified as Residential 1 & 2 Family Dwellings. The major changes are ALL residential dwellings are required to be equipped with an Automatic Sprinkler System. That section is being amended to require a sprinkler system in buildings with more than 8 dwelling units and more than 2 stories in height including basements. The other major change is with regards to seismic design. Research has shown that through the 4 code cycles, the design criteria have been changed to be less stringent than the 2000 edition of the code.

Appendix B - Board of Appeals, establishes member criteria, and rules and procedures for Board of Appeals meetings.

Appendix E – Supplementary Accessibility Requirements. This appendix shall control the supplementary requirements for the design and construction of facilities for accessibility for physically disabled persons.

Appendix I – Patio Covers governs the use of patio covers to be used for recreational purposes only and not for storage, habitable space or carports.

Appendix K – Administrative Provisions. This appendix is intended to be used by the jurisdiction to implement and enforce NFPA 70, The National Electric Code.

Bill 5936, 2012 International 1 & 2 Family Residential Code with appendices H., M, and P

The 1 & 2 Family Residential Code governs the construction, addition, alteration, and repairs to 1 & 2 Family Dwellings. The major change to the code through the years was the requirement to install Automatic Sprinkler Systems in all 1 & 2 family dwellings. This section is being deleted.

Appendix H – Patio Covers, this appendix governs the use of patio covers to be used for recreational purposes only and not for storage, habitable space or carports.

Appendix M – Home Day Care. This Appendix regulates the criteria for all in home day cares.

Appendix P – Sizing of Water Piping System. This appendix outlines procedures for calculating water piping systems.

Bill 5937, 2012 International Fire Code

This Code establishes regulations governing hazards of fire and explosion, conditions hazardous to life, property and public welfare and conditions affecting the safety of fire personnel. Changes for clarity were made as well as a new section establishing requirements to insure rooms housing fire protection risers and fire pumps have adequate space to facilitate repairs.

Bill 5938, 2012 International Fuel Gas Code

This Code shall apply to the installation of fuel gas piping systems, fuel gas appliances and related accessories. The significant changes allow for a wider variety of piping materials to be used.

Bill 5939, 2012 International Mechanical Code

This Code shall regulate the design, installation and maintenance of mechanical systems as well as mechanical systems, components, and appliances referenced in the code. Several changes were made for better clarity as well as allowing a wider variety of materials for various applications.

Bill 5940, 2012 International Plumbing Code

This code shall regulate the installation, alteration, repairs and maintenance of plumbing systems in all structures. The significant change is the 2012 Code allows for a larger variety of piping materials.

Bill 5941, 2012 International Swimming Pool Code

This Code shall apply to the construction, installation, and maintenance of swimming pools and spas.

Bill 5942, 2012 International Existing Building Code

The provisions of this Code shall apply to the repair, alteration and addition of Existing Buildings. Additionally, this Code is intended to provide flexibility in achieving compliance with minimum requirements to safeguard the public health, safety and welfare of Existing Structures.

Bill 5943, 2012 International Property Maintenance Code

The provisions of this Code shall apply to residential and nonresidential structures with regards to sanitation, protection from the elements, property maintenance and sanitary maintenance. Additionally this Code has been amended to provide regulations that shall apply to the maintenance and condition of parking areas.

Bill 5944, 2011 National Electric Code

This Code shall govern the installation of electric conductors and equipment in, residential and nonresidential structures including mobile homes that connect to the supply of electricity.

AN ORDINANCE GOVERNING THE DESIGN, CONSTRUCTION, ALTERATION, ENLARGEMENT, EQUIPMENT REPAIR, DEMOLITION, REMOVAL, CONVERSION, USE OF MAINTENANCE OF ALL BUILDINGS AND STRUCTURES: KNOWN AS THE BUILDING CODE; PROVIDING FOR THE ISSUANCE OF PERMITS, COLLECTION OF FEES, MAKING OF INSPECTIONS; PROVIDING PENALTIES FOR THE VIOLATION THEREOF; AND REPEALING ANY EXISTING ORDINANCE OF THE CITY OF SIKESTON, MISSOURI, THAT ARE IN CONFLICT HEREWITH EFFECTIVE DECEMBER 5, 2013.

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

SECTION I: This Ordinance shall be codified in the City Municipal Code.

SECTION II: ADOPTION OF BUILDING CODE

That a certain document, a copy of which is on file in the office of the City Clerk of the City of Sikeston, Missouri, being marked and designated as the "International Code Council", be and is hereby adopted as the Building Code of the City of Sikeston in the State of Missouri; for the control of buildings and structures as herein provided; and each and all of the regulations, provisions, penalties, conditions and terms of the 2012 International Building Code are hereby referred to, adopted and made a part thereof, as is fully set out in this Ordinance with the additions, insertions, deletions and changes, prescribed in Section 4 of this Ordinance.

SECTION III: INCONSISTENT ORDINANCE REPEALED:

That any ordinance or parts of ordinances in conflict herewith are hereby repealed effective December 5, 2013.

SECTION IV: ADDITIONS, INSERTIONS AND CHANGES

That the following sections are hereby revised as follows:

Section [A] 101.1 Title (page 1, second line)
Insert: "(City of Sikeston, Missouri)"

Section [A] 107.2 Construction Documents:
Amend to read: "Construction documents shall be in accordance with sections [A] 107.2.1 through section [A] 107.2.5 and shall be submitted in the following manner, one (1) hard copy on twenty four by thirty six inch paper (24" x 36") and one (1) electronic .pdf version either on compact disk or flash drive, formatted for large scale printing, signed and sealed by the design professional."

Section [A] 113.3 Qualifications. (page 9, first line)
Amend to read: "The Board of Appeals shall consist of nine (9) members appointed by the City Council."

Section [A] 113.3 Qualifications (page 9, second line)
Amend to read: "The Board shall consist of at least one (1) professional engineer, one (1) general contractor, one (1) electrician, one (1) plumber, one (1) heating and air-conditioning representative and the remaining four (4) members must possess a trade similar to the aforementioned."

Section [A] 114.4 Violation Penalties (page 9, seventh line)
Insert: (misdemeanor)

Section [A] 114.4 Violation Penalties (page 9, seventh line)
Insert: (\$500.00)

Section [A] 114.4 Violation Penalties (page 9, seventh line)
Insert: (90 days)

Section [A] 115.3 Unlawful Continuance (page 10, fifth line)

Insert: (\$10.00)

Section [A] 115.3 Unlawful Continuance (page 10, fifth line)

Insert: (\$100.00)

Section [F] 903.2.8 Group R

Amend to read: "Automatic Sprinkler Systems shall be required in Use Group R-2 fire areas of dwellings, where more than two stories in height, including basements as a story and where having more than eight (8) dwelling units per building. Automatic Sprinkler Systems shall not be required in Buildings of Use Group R-3."

Delete Appendix A: Employee Qualifications

Delete Appendix C: Group U – Agricultural Buildings

Delete Appendix D: Fire Districts

Delete Appendix F: Rodent Proofing

Delete Appendix G: Flood Resistant Construction

Delete Appendix H: Signs

Delete Appendix I: Patio Covers

Delete Appendix J: Grading

Delete Appendix L: Earthquake Recording Instrumentation

Delete Appendix M: Tsunami-Generated Flood Hazard

Adopt Appendix B: Board of Appeals

Appendix B, Board of Appeals

Amend Section B101.2.2 Qualifications (page 613, first line)

"The Board shall consist of at least one (1) professional engineer, one (1) general contractor, one (1) electrician, one (1) plumber, one (1) heating and air-conditioning representative and the remaining four (4) members must possess a trade similar to the aforementioned."

Appendix B Board of Appeals, Section B101.2.1 Alternate members (page 613)

Insert: Alternate Members

"The City Council shall appoint three (3) alternate Board members who possess similar trades as the regular members."

Adopt Appendix E: Supplementary Accessibility Requirements (ADA)

Adopt Appendix I: Patio Covers

Adopt Appendix K: Administrative Provisions For Implementation and Enforcement of NFPA 70 the National Electric Code

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

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

SECTION VII: Record of Passage

A. Bill Number 5935 was introduced and read the first time this 28th day of October 2013.

B. Bill Number 5935 was discussed on this 4th day of November 2013, and was voted as follows;

Burch, _____, Gilmore, _____, Depro, _____,
Teachout, _____

Harris, _____, Pullen, _____, and Hedrick Absent,

hereby being _____.

C. Upon passage by a majority of the Council this Bill shall become Ordinance 5935 and shall be in full force and effect from and after December 5, 2013.

Jerry Pullen, Mayor

Approved As To Form
Charles Leible, City Counselor

Seal/Attest

Carroll Couch, City Clerk

AN ORDINANCE GOVERNING THE DESIGN, CONSTRUCTION, ALTERATION, ENLARGEMENT, EQUIPMENT REPAIR, DEMOLITION, REMOVAL, CONVERSION, USE OF MAINTENANCE OF ALL BUILDINGS AND STRUCTURES: KNOWN AS THE BUILDING CODE; PROVIDING FOR THE ISSUANCE OF PERMITS, COLLECTION OF FEES, MAKING OF INSPECTIONS; PROVIDING PENALTIES FOR THE VIOLATION THEREOF; AND REPEALING EXISTING ORDINANCE 5359 OF THE CITY OF SIKESTON, MISSOURI, EFFECTIVE DECEMBER 5, 2013.

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

SECTION I: This ordinance shall be codified in the City Municipal Code

SECTION II: ADOPTION OF 2012 INTERNATIONAL RESIDENTIAL CODE FOR ONE AND TWO FAMILY DWELLINGS:

That a certain document, a copy of which is on file in the office of the City Clerk of the City of Sikeston, Missouri, being marked and designated as the "International Code Council", be and is hereby adopted as the Building Code of the City of Sikeston in the State of Missouri; for the control of buildings and structures as herein provided; and each and all of the regulations, provisions, penalties, conditions and terms of the 2012 International Residential Code for One and Two Family Dwellings, are hereby referred to, adopted and made a part thereof, as is fully set out in this Ordinance with the additions, insertions, deletions and changes, prescribed in Section 4 of this Ordinance.

SECTION III: INCONSISTENT ORDINANCE REPEALED

That any ordinance or parts of ordinances in conflict herewith are hereby repealed effective December 5, 2013.

SECTION IV: ADDITIONS, INSERTIONS AND CHANGES

That the following sections are hereby revised as follows:

Section [R] 101.1 Title (page 1, fourth line)

Insert: The 2011 National Electric Code and its amendments shall govern all Electrical requirements.

Section [R] 101.1 Title (page 1, second line)

Insert: (City of Sikeston, Missouri)

Section [R] 106 Construction Documents (page 5)

Amend to read: "Construction documents shall consist of a scaled floor plan illustrating all floor layouts including basements, location of emergency rescue windows in basements and location of electrical panel."

Section [R] 112 Board of Appeals

Insert: Membership of the Board amend to read: "The Board of Appeals shall consist of nine (9) members appointed by the City Council."

Insert: Year End Report amend to read: "The Planning Coordinator will provide the City Council with a report in February of each year that presents the findings of the Board for the previous year."

Section [R] 112.3 Qualifications (page 9, second line)

Amend to read: "The board shall consist of at least one (1) professional engineer, one (1) general contractor, one (1) electrician, one (1) plumber, one (1) heating and air-conditioning representative and the remaining four (4) members must possess a trade similar to the aforementioned. The City Council shall appoint three (3) alternate Board members who possess similar trades as the regular members."

Section [R] 113.4 Violation Penalties (page 9, seventh line)

Insert: (misdemeanor)

Section [R] 113.4 Violation Penalties (page 9, seventh line)
Insert: (\$500.00)

Section [R] 113.4 Violation Penalties (page 9, seventh line)
Insert: (90 days)

Section [R] 114.2 Unlawful Continuance (page 9, fifth line)
Insert: (\$10.00)

Section [R] 114.2 Unlawful Continuance (page 9, fifth line)
Insert: (\$100.00)

Section 309.5 Fire Sprinklers
Delete: In its entirety
Insert: "Separation Required, One (1) Hour Separation required between garage and dwelling."

Section [R] 313 Automatic Fire Sprinkler Systems
Delete: In its entirety

Section [R] 602.11 Seismic Requirements-Wall Anchorage (page 189, third line)
Delete: except for footings and foundations

Section [R] 403.2 Footings for wood foundations
Delete: paragraph in its entirety
Insert: Wood foundations and foundation walls are prohibited

Section [R] 404.2 Wood foundation walls
Delete: paragraph in its entirety
Insert: Wood foundations and foundation walls are prohibited

Delete: Appendix A: Sizing and Capacities of Gas Piping

Delete: Appendix B: Sizing of venting systems serving appliances equipped with draft hoods

Delete: Appendix C: Exit terminals of mechanical Draft and Direct Vent Systems

Delete: Appendix D: Recommended Procedure for Safety Inspection of Existing Appliance Installation

Delete: Appendix F: Radon Control Methods

Delete: Appendix G: Swimming Pools, Spas and Hot Tubs

Delete: Appendix I: Private Sewage Disposal

Delete: Appendix J: Existing Buildings and Structures

Delete: Appendix K: Sound Transmission

Delete: Appendix L: Permit Fees

Delete: Appendix N: Venting Methods

Delete: Appendix O: Automatic Vehicular Gates

Delete: Appendix Q: ICC International Residential Code Electrical Provisions/National Electric Code Cross Reference

Adopt: Appendix E: Manufactured Housing Used As Dwellings

Adopt: Appendix H: Patio Covers

Adopt: Appendix M: Home Day Care R-3 Occupancy

Adopt: Appendix P: Sizing of Water Piping Systems

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

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

SECTION VII: Record of Passage

A. Bill Number 5936 was introduced and read the first time this 28th day of October, 2013.

B. Bill Number 5936 was discussed on this 4th day of November, 2013, and was voted as follows;

Pullen _____, Depro _____, Harris _____, Teachout _____,

Hedrick Absent, Burch _____, Gilmore _____,

thereby being _____.

C. Upon passage by a majority of the Council this Bill shall become Ordinance 5936 and shall be in full force and effect from and after December 5, 2013.

Jerry Pulleh, Mayor

Approved As To Form
Charles Leible, City Counselor

Seal/Attest

Carroll Couch, City Clerk

AN ORDINANCE PRESCRIBING REGULATIONS CONSISTENT WITH NATIONALLY RECOGNIZED STANDARDS FOR SAFEGUARDS, TO A REASONABLE DEGREE, OF LIFE AND PROPERTY FROM THE HAZARDS OF THE FIRE AND EXPLOSION ARISING FROM THE STORAGE, HANDLING AND USE OF HAZARDOUS SUBSTANCES, MATERIALS, AND DEVICES; AND FROM CONDITIONS HAZARDOUS TO LIFE OR PROPERTY IN THE USE OR OCCUPANCY OF BUILDINGS OR PREMISES; KNOWN AS THE FIRE CODE THEREOF; AND REPEALING EXISTING ORDINANCE 5376 OF THE CITY OF SIKESTON, MISSOURI, EFFECTIVE DECEMBER 5, 2013.

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

SECTION I: This ordinance shall be codified in the City Municipal Code

SECTION II: ADOPTION OF FIRE CODE:

That a certain document, a copy of which is on file in the office of the City Clerk of the City of Sikeston, Missouri, being marked and designated as the "International Code Council", be and is hereby adopted as the Fire Code of the City of Sikeston in the State of Missouri; for the control of buildings and structures as herein provided; and each and all of the regulations, provisions, penalties, conditions and terms of the 2012 International Fire Code, are hereby referred to, adopted and made a part thereof, as is fully set out in this Ordinance with the additions, insertions, deletions and changes, prescribed in Section 5 of this Ordinance.

SECTION III: INCONSISTENT ORDINANCE REPEALED

That any ordinance or parts of ordinances in conflict herewith are hereby repealed effective December 5, 2013.

SECTION IV: SAVING CLAUSE

That nothing in this Ordinance or in the Fire Code are hereby adopted shall be construed to affect any suit, or proceedings impending in any court, or any right acquitted, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinances hereby repealed as cited in SECTION III of this Ordinance; nor shall any just or legal right or remedy of any character be lost, impaired, or affected by this ordinance.

SECTION V: ADDITIONS, INSERTIONS AND CHANGES

That the following sections are hereby revised as follows:

Section [A] 101.1 Title (page 1, second line)
Insert: (City of Sikeston, Missouri)

Section 307 Open Burning, Recreational Fires and Portable Outdoor Fireplaces
Insert: Outdoor Rubbish Fires "Burning of rubbish, trash and garbage shall be prohibited. Only materials grown on the property may be burned on the property."

Section 2306.2.2 Above-ground tanks located inside buildings
Delete: In its entirety
Insert: "All Class I, II, III Motor Fuel liquids shall be stored in underground tanks."

Section 2306.2.3 Above-ground tanks located outside, above grade
Delete: In its entirety
Insert: "All Class I, II, III Motor Fuel liquids shall be stored in underground tanks."

Section 5704.2.13.1.3 Out of Service for one year
Delete: In its entirety
Insert: "Any tank which has been abandoned for a period of one year shall be removed from the property in a manner approved by the Fire Official and the site restored in an approved manner."

Delete Appendix A: Board of Appeals

Delete Appendix B: Fire-Flow Requirements for Buildings

Delete Appendix C: Fire Hydrant Locations and Distribution

Delete Appendix D: Fire Apparatus Access Roads

Delete Appendix E: Hazard Categories

Delete Appendix F: Hazard Ranking

Delete Appendix G: Cryogenic Fluids- Weight and Volume Equivalents

Delete Appendix H: Hazardous Materials Management Plan and Inventory
Statement Instructions

Delete Appendix I: Fire Protection Systems- Non-compliant Conditions

Delete Appendix J: Building Information Sign

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

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

SECTION VIII: Record of Passage

A. Bill Number 5937 was introduced and read the first time this 28th day of October, 2013.

B. Bill Number 5937 was discussed on this 4th day of November, 2013, and was voted as follows;

Pullen _____, Depro _____, Harris _____, Teachout _____,

Hedrick Absent , Burch _____, Gilmore _____,

thereby being _____.

C. Upon passage by a majority of the Council this Bill shall become Ordinance 5937 and shall be in full force and effect from and after December 5, 2013.

Jerry Pullen, Mayor

Approved As To Form
Charles Leible, City Counselor

Seal/Attest

Carroll Couch, City Clerk

AN ORDINANCE ESTABLISHING MINIMUM REGULATIONS GOVERNING THE CONDITIONS AND MAINTENANCE OF ALL PROPERTY, BUILDINGS AND STRUCTURES; BY PROVIDING THE STANDARDS FOR SUPPLIED UTILITIES AND FACILITIES AND OTHER PHYSICAL THINGS AND CONDITIONS ESSENTIAL TO ENSURE THAT STRUCTURES ARE SAFE AND FIT FOR OCCUPATION AND USE; KNOWN AS THE FUEL GAS CODE THEREOF; AND REPEALING EXISTING ORDINANCE 5378 OF THE CITY OF SIKESTON, MISSOURI, EFFECTIVE DECEMBER 5, 2013.

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

SECTION I: This ordinance shall be codified in the City Municipal Code

SECTION II: ADOPTION OF FUEL GAS CODE:

That a certain document, a copy of which is on file in the office of the City Clerk of the City of Sikeston, Missouri, being marked and designated as the "International Code Council", be and is hereby adopted as the Fuel Gas Code of the City of Sikeston in the State of Missouri; for the control of buildings and structures as herein provided; and each and all of the regulations, provisions, penalties, conditions and terms of the 2012 International Fuel Gas Code, are hereby referred to, adopted and made a part thereof, as is fully set out in this Ordinance with the additions, insertions, deletions and changes, prescribed in Section 4 of this Ordinance.

SECTION III: INCONSISTENT ORDINANCE REPEALED

That any ordinance or parts of ordinances in conflict herewith are hereby repealed effective December 5, 2013.

SECTION IV: ADDITIONS, INSERTIONS AND CHANGES

That the following sections are hereby revised as follows:

Section [A] 101.1 Title (page 1, second line)
Insert: (City of Sikeston, Missouri)

Section 303.3 Prohibited Locations Exceptions 3 & 4 (page 18 & 19)
Delete: In its entirety
Insert: "No un-vented room heater or fireplace/log shall be allowed in sleeping rooms, bathrooms, toilet rooms, storage closets or surgical rooms."

Section 403 Piping Materials
Delete: Section 403.4.3 Copper and Brass
Insert: "No copper or brass pipe, tubing or fittings shall be permitted."

Section 404 Piping System Installation
Insert: "Only rigid steel piping shall be used to penetrate floors, walls or ceilings. Appliances shall be connected to the building service line by a steel flex connector, not exceeding six (6) feet and accompanied by an approved shut off valve on the upstream side of the flex connector. At no time shall the flex connector pass through a floor, ceiling or wall."

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

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

SECTION VII: Record of Passage

A. Bill Number 5938 was introduced and read the first time this 28th day of October, 2013.

B. Bill Number 5938 was discussed on this 4th day of November, 2013, and was voted as follows;

Pullen_____, Depro_____, Harris_____, Teachout_____.

Hedrick Absent , Burch_____, Gilmore_____.

thereby being _____.

C. Upon passage by a majority of the Council this Bill shall become Ordinance 5938 and shall be in full force and effect from and after December 5, 2013.

Jerry Pullen, Mayor

Approved As To Form
Charles Leible, City Counselor

Seal/Attest

Carroll Couch, City Clerk

AN ORDINANCE ESTABLISHING MINIMUM STANDARDS FOR THE DESIGN AND INSTALLATION OF MECHANICAL SYSTEMS, INCLUDING HEATING SYSTEMS, VENTILATION SYSTEMS, COOLING SYSTEMS, STEAM AND HOT WATER HEATING SYSTEMS, PROCESS PIPING BOILERS, UTILIZING GAS FUEL, LIQUID FUEL, SOLID FUEL OR ELECTRICAL POWER, CHIMNEYS AND VENT, MECHANICAL REFRIGERATION SYSTEMS, FIREPLACES, BARBEQUES, INCINERATORS, CREMATORIES, FIRE PROTECTION SYSTEMS AND AIR POLLUTION CONTROL SYSTEMS; KNOWN AS THE MECHANICAL CODE THEREOF; AND REPEALING EXISTING ORDINANCE 5379 OF THE CITY OF SIKESTON, MISSOURI, EFFECTIVE DECEMBER 5, 2013.

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

SECTION I: This ordinance shall be codified in the City Municipal Code

SECTION II: ADOPTION OF MECHANICAL CODE:

That a certain document, a copy of which is on file in the office of the City Clerk of the City of Sikeston, Missouri, being marked and designated as the "International Code Council", be and is hereby adopted as the Mechanical Code of the City of Sikeston in the State of Missouri; for the control of buildings and structures as herein provided; and each and all of the regulations, provisions, penalties, conditions and terms of the 2012 International Mechanical Code, are hereby referred to, adopted and made a part thereof, as is fully set out in this Ordinance with the additions, insertions, deletions and changes, prescribed in Section 4 of this Ordinance.

SECTION III: INCONSISTENT ORDINANCE REPEALED

That any ordinance or parts of ordinances in conflict herewith are hereby repealed effective December 5, 2013.

SECTION IV: ADDITIONS, INSERTIONS AND CHANGES

That the following sections are hereby revised as follows:

Section [A] 101.1 Title (page 1, second line)
Insert: (City of Sikeston, Missouri)

Section 108.4 Violation Penalties (page 6, seventh line)
Insert: (Misdemeanor)

Section 108.4 Violation Penalties (page 6, eighth line)
Insert: (\$500.00)

Section 108.4 Violation Penalties (page 6, ninth line)
Insert: (three (3) months)

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

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

SECTION VII: Record of Passage

A. Bill Number 5939 was introduced and read the first time this 28th day of October, 2013.

B. Bill Number 5939 was discussed on this 4th day of November, 2013, and was voted as follows;

Pullen_____, Depro_____, Harris_____, Teachout_____,

Hedrick Absent , Burch_____, Gilmore_____,

thereby being _____.

C. Upon passage by a majority of the Council this Bill shall become Ordinance
5939 and shall be in full force and effect from and after December 5, 2013.

Jerry Pullen, Mayor

Approved As To Form
Charles Leible, City Counselor

Seal/Attest

Carroll Couch, City Clerk

AN ORDINANCE ESTABLISHING MINIMUM STANDARDS GOVERNING MINIMUM PLUMBING STANDARDS IN TERMS AND PERFORMANCE OBJECTIVES; IMPLEMENTED BY SPECIFIC REQUIREMENTS, WHICH WILL PROVIDE REASONABLE SAFEGUARDS FOR SANITATION TO PROTECT THE PUBLIC HEALTH AGAINST THE HAZARDS OF INADEQUATE, DEFECTIVE OR UNSANITARY PLUMBING INSTALLATIONS; KNOWN AS THE PLUMBING CODE THEREOF; AND REPEALING EXISTING ORDINANCE 5377 OF THE CITY OF SIKESTON, MISSOURI, EFFECTIVE DECEMBER 5, 2013.

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

SECTION I: This ordinance shall be codified in the City Municipal Code

SECTION II: ADOPTION OF PLUMBING CODE:

That a certain document, a copy of which is on file in the office of the City Clerk of the City of Sikeston, Missouri, being marked and designated as the "International Code Council", be and is hereby adopted as the Plumbing Code of the City of Sikeston in the State of Missouri; for the control of buildings and structures as herein provided; and each and all of the regulations, provisions, penalties, conditions and terms of the 2012 International Plumbing Code, are hereby referred to, adopted and made a part thereof, as is fully set out in this Ordinance with the additions, insertions, deletions and changes, prescribed in Section 4 of this Ordinance.

SECTION III: INCONSISTENT ORDINANCE REPEALED

That any ordinance or parts of ordinances in conflict herewith are hereby repealed effective December 5, 2013.

SECTION IV: ADDITIONS, INSERTIONS AND CHANGES

That the following sections are hereby revised as follows:

Section [A] 101.1 Title (page 1, second line)

Insert: (City of Sikeston, Missouri)

Section [A] 106.6 Fees- Performance Bond

Amend to read as follows: "Every person performing plumbing work within the City shall first obtain a plumbers license and post within the City Collector an acceptable performance bond in the amount of \$2,000.00, conditioned that same shall save the City harmless against violations of this chapter and that all work performed by said licensed plumber shall be done in accordance with the provisions of this chapter."

Section 603.2.1 Water Service Near Sources of Pollution (page 39)

Amend to read as follows: "Where the water services must cross the sewer line, the bottom of the water service within ten (10) feet of the point of crossing shall be above the top of the sewer line."

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

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

SECTION VII: Record of Passage

A. Bill Number 5940 was introduced and read the first time this 28th day of October, 2013.

B. Bill Number 5940 was discussed on this 4th day of November, 2013, and was voted as follows;

Pullen_____, Depro_____, Harris_____, Teachout_____

Hedrick Absent , Burch_____, Gilmore_____

thereby being _____

C. Upon passage by a majority of the Council this Bill shall become Ordinance
5940 and shall be in full force and effect from and after December 5, 2013.

Jerry Pullen, Mayor

Approved As To Form
Charles Leible, City Counselor

Seal/Attest

Carroll Couch, City Clerk

AN ORDINANCE ESTABLISHING MINIMUM STANDARDS GOVERNING THE INSTALLATION OF SWIMMING POOLS AND SPAS AND GOVERNING PLUMBING AND ELECTRICAL STANDARDS IN TERMS AND PERFORMANCE OBJECTIVES; IMPLEMENTED BY SPECIFIC REQUIREMENTS, WHICH WILL PROVIDE REASONABLE SAFEGUARDS TO PROTECT THE PUBLIC HEALTH AGAINST THE HAZARDS OF INADEQUATE, DEFECTIVE OR IMPROPER PLUMBING AND ELECTRICAL INSTALLATIONS; KNOWN AS THE SWIMMING POOL AND SPA CODE OF THE CITY OF SIKESTON, MISSOURI, EFFECTIVE DECEMBER 5, 2013.

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

SECTION I: This ordinance shall be codified in the City Municipal Code

SECTION II: ADOPTION OF SWIMMING POOL AND SPA CODE:

That a certain document, a copy of which is on file in the office of the City Clerk of the City of Sikeston, Missouri, being marked and designated as the "International Code Council", be and is hereby adopted as the Swimming Pool and Spa Code of the City of Sikeston in the State of Missouri; for the control of buildings and structures as herein provided; and each and all of the regulations, provisions, penalties, conditions and terms of the 2012 International Swimming Pool and Spa Code, are hereby referred to, adopted and made a part thereof, as is fully set out in this Ordinance with the additions, insertions, deletions and changes, prescribed in Section 4 of this Ordinance.

SECTION III: This is the first adoption of the Swimming Pool and Spa Code.

SECTION IV: ADDITIONS, INSERTIONS AND CHANGES

That the following sections are hereby revised as follows:

Section [A] 101.1 Title (page 1, second line)

Insert: (City of Sikeston, Missouri)

Section [A] 105.6 Fees- Performance Bond for Plumbers

Insert: "Every person performing plumbing work within the City shall first obtain a plumbers license and post within the City Collector an acceptable performance bond in the amount of \$2,000.00, conditioned that same shall save the City harmless against violations of this chapter and that all work performed by said licensed plumber shall be done in accordance with the provisions of this chapter."

Section [A] 105.6 Fees- Performance Bond for Electricians

Insert: Every person performing electrical work within the City shall first obtain an electricians license and post with the City Collector an acceptable performance bond in the amount of \$2,000.00, conditioned that the same shall save the City harmless against violations of this chapter and the 2011 National Electric Code and that all work performed by said licensed electrician shall be done in accordance with the provisions of this chapter and the 2011 National Electric Code."

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

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

SECTION VII: Record of Passage

A. Bill Number 5941 was introduced and read the first time this 28th day of October, 2013.

B. Bill Number 5941 was discussed on this 4th day of November, 2013, and was voted as follows;

Pullen_____, Depro_____, Harris_____, Teachout_____

Hedrick Absent , Burch_____, Gilmore_____

thereby being _____

C. Upon passage by a majority of the Council this Bill shall become Ordinance
5941 and shall be in full force and effect from and after December 5, 2013.

Jerry Pullen, Mayor

Approved As To Form
Charles Leible, City Counselor

Seal/Attest

Carroll Couch, City Clerk

AN ORDINANCE GOVERNING THE DESIGN, CONSTRUCTION, ALTERATION, ENLARGEMENT, EQUIPMENT REPAIR, DEMOLITION, REMOVAL, CONVERSION, USE OF MAINTENANCE OF ALL BUILDINGS AND STRUCTURES: KNOWN AS THE EXISTING BUILDING CODE; PROVIDING FOR THE PROTECTION OF PUBLIC HEALTH, SAFETY, WELFARE IN ALL EXISTING STRUCTURES, THE ISSUANCE OF PERMITS, COLLECTIONS OF FEES, MAKING OF INSPECTIONS; PROVIDING PENALTIES FOR THE VIOLATION THEREOF; AND REPEALING ANY EXISTING ORDINANCE OF THE CITY OF SIKESTON, MISSOURI, THAT ARE IN CONFLICT HEREWITH EFFECTIVE DECEMBER 5, 2013.

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

SECTION I: This Ordinance shall be codified in the City Municipal Code.

SECTION II: ADOPTION OF EXISTING BUILDING CODE

That a certain document, a copy of which is on file in the office of the City Clerk of the City of Sikeston, Missouri, being marked and designated as the "International Code Council", be and is hereby adopted as the Existing Building Code of the City of Sikeston in the State of Missouri; for the control of buildings and structures as herein provided; and each and all of the regulations, provisions, penalties, conditions and terms of the 2012 International Existing Building Code are hereby referred to, adopted and made a part thereof, as is fully set out in this Ordinance with the additions, insertions, deletions and changes, prescribed in Section 4 of this Ordinance.

SECTION III: INCONSISTENT ORDINANCE REPEALED:

That any ordinance or parts of ordinances in conflict herewith are hereby repealed effective December 5, 2013.

SECTION IV: ADDITIONS, INSERTIONS AND CHANGES

That the following sections are hereby revised as follows:

Section [A] 101.1 Title (page 1, second line)
Insert: "(City of Sikeston, Missouri)"

Section [A] 107.2 Construction Documents:
Amend to read: "Construction documents shall be in accordance with sections [A] 107.2.1 through section [A] 107.2.5 and shall be submitted in the following manner, one (1) hard copy on twenty four by thirty six inch paper (24" x 36") and one (1) electronic .pdf version either on compact disk or flash drive, formatted for large scale printing, signed and sealed by the design professional."

Section [A] 113.4 Violation Penalties (page 9, eighth line)
Insert: (misdemeanor)

Section [A] 113.4 Violation Penalties (page 9, eighth line)
Insert: (\$500.00)

Section [A] 113.4 Violation Penalties (page 9, eighth line)
Insert: (90 days)

Section [A] 114.3 Unlawful Continuance (page 9, fifth line)
Insert: (\$10.00)

Section [A] 114.3 Unlawful Continuance (page 9, fifth line)
Insert: (\$100.00)

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

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

SECTION VII: Record of Passage

A. Bill Number 5942 was introduced and read the first time this 28th day of October 2013.

B. Bill Number 5942 was discussed on this 4th day of November 2013, and was voted as follows;

Burch, _____, Gilmore, _____, Depro, _____, Teachout _____,

Harris, _____, Pullen, _____, and Hedrick Absent

hereby being _____.

C. Upon passage by a majority of the Council this Bill shall become Ordinance 5942 and shall be in full force and effect from and after December 5, 2013.

Jerry Pullen, Mayor

Approved As To Form
Charles Leible, City Counselor

Seal/Attest

Carroll Couch, City Clerk

AN ORDINANCE ESTABLISHING THE MINIMUM REGULATIONS GOVERNING THE CONDITIONS AND MAINTENANCE OF ALL PROPERTY, BUILDINGS AND STRUCTURES; BY PROVIDING THE STANDARDS FOR SUPPLIED UTILITIES AND FACILITIES AND OTHER PHYSICAL THINGS AND CONDITIONS ESSENTIAL TO INSURE THAT STRUCTURES ARE SAFE, SANITARY AND FIT FOR OCCUPATION AND USE; AND THE CONDEMNATION OF BUILDINGS AND STRUCTURES UNFIT FOR HUMAN OCCUPANCY AND USE AND THE DEMOLITION OF SUCH STRUCTURES; KNOWN AS THE PROPERTY MAINTENANCE CODE AND REPEALING ANY EXISTING ORDINANCES OF THE CITY OF SIKESTON, MISSOURI, THAT ARE IN CONFLICT HERewith EFFECTIVE DECEMBER 5, 2013.

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

SECTION I: This Ordinance shall be codified in the City Municipal Code.

SECTION II: ADOPTION OF PROPERTY MAINTENANCE CODE

That a certain document, a copy of which is on file in the office of the City Clerk of the City of Sikeston, Missouri, being marked and designated as the "International Code Council", be and is hereby adopted as the Property Maintenance Code of the City of Sikeston in the State of Missouri; for the control of buildings and structures as herein provided; and each and all of the regulations, provisions, penalties, conditions and terms of the 2012 International Property Maintenance Code are hereby referred to, adopted and made a part thereof, as is fully set out in this Ordinance with the additions, insertions, deletions and changes, prescribed in Section 4 of this Ordinance.

SECTION III: INCONSISTENT ORDINANCE REPEALED

That any ordinance or parts of ordinances in conflict herewith are hereby repealed effective December 5, 2013.

SECTION IV: ADDITIONS, INSERTIONS AND CHANGES

That the following sections are hereby revised as follows:

Section [A] 101.1 Title (page 1, second line)
Insert: (City of Sikeston, Missouri)

Section [A] 104.1 General (page 2, ninth line)
Insert: Duties of Inspectors: Inspectors shall have the following duties and responsibilities:

1. Inspect all structures, when so directed by the Code Official, for the purpose of determining the existence of unsafe or unhealthful conditions and to determine compliance with any orders issued.
2. Report to the Code Official, in writing, any conditions which may cause a structure to be deemed detrimental to the health, safety or welfare of the residents and report non-compliance with any orders issued.
3. Appear and testify at hearings regarding structures which the inspector has inspected.

Section [A] 106.4 Violation Penalties (page 3, sixth line)
Insert: (misdemeanor)

Section [A] 106.4 Violation Penalties (page 3, sixth line)
Insert: (90 days)

Section [A] 106.5 Abatement of Violation

Amend to read as follows: "TAX BILL FOR COST OF WORK BY THE CITY

The City Manager or his/her designee shall certify the cost of any work done by the City to abate a nuisance and the cost of recording the hearing to the City Clerk who shall cause a special tax bill or assessment for such costs to be issued against the lot, tract or parcel of land upon which the building or structure constituting the public nuisance is or was located.

1. Lien. The special tax bill shall be a lien on such real estate from the date of issuance until the same is paid and shall be registered in the office of the City Collector in a book kept for such purposes.

2. Payment due with interest. The tax bill shall be due and payable sixty (60) days after its date of issuance and shall bear interest at the rate of eight percent (8%) per annum from date of issuance until paid.

3. Annual payments upon request. At the written request of the taxpayer, which request shall be made prior to the date the City Manager or his/her designee certifies the cost to the City Clerk, the tax bill may be paid in equal annual installments over a period of not more than ten (10) years, with the unpaid balance of the tax bill to bear interest at the rate of eight percent (8%) per annum from the date of issuance until paid. If any installment shall not be paid within thirty (30) days after the same becomes due, then the entire balance of the tax bill and all accrued interest thereof shall become due and payable immediately.

4. Collection. If any tax bill is not paid when the same becomes due or if default is made in payment of any installment as provide in Subsection (2) hereinabove, then the City Counselor hereby is authorized to bring suit on behalf of the City in a court of competent jurisdiction to collect such tax bill. Tax bills issued under this Section shall be prima facie evidence of the validity of the bill, of the work being done and of the liability of the property for the charges stated in the bill. Any judgment entered in such suit in favor of the City may be satisfied by sale of the property or so much thereof as is necessary to satisfy the judgment and costs of sale."

Section [A] 108.1 General. (page 4, fifth line)

Amend to read as follows: "INSURANCE PROCEEDS WITHHELD

If there are proceeds of any insurance policy based upon a covered claim payment made for damage or loss to a building or other structure caused by or arising out of any fire, explosion or other casualty loss and if the covered claim payment is in excess of fifty percent (50%) of the face value of the policy covering a building or other structure, then the following procedure shall apply:

1. Fifteen percent (15%) withheld to secure abatement costs. The insurer shall withhold from the covered claim payment fifteen percent (15%) of the covered claim payment and shall pay that amount to the City to deposit into an interest-bearing account. Any named mortgagee on the insurance policy shall maintain priority over any obligation under this Section. If a special tax bill or assessment is issued by the City for the expenses of demolition of such building as a dangerous building, the monies held by the City shall be applied towards payment of special tax bill or assessment. If there is any excess, it shall be paid by the City to the insured or as the terms of the policy, including any endorsements thereto, provide.

2. Proceeds released. The City shall release the proceeds and any interest which has accrued on such proceeds received under Subsection (1) of this Section to the insured or as the terms of the policy and endorsements thereto provide within thirty (30) days after receipt of such insurance monies unless the City has instituted legal proceedings under

the provisions of Section 500.770. If the City has proceeded under the provisions of Section 500.770, all monies in excess of that necessary to comply with the provisions of this Section for the removal of the building or structure, less salvage value, shall be paid to the insured.

3. Certificate in lieu of payment. The City may certify that, in lieu of payment of all or part of the covered claim payment under this Section, it has obtained satisfactory proof that the insured has or will remove debris and repair, rebuild or otherwise make the premises safe and secure. In this event, the City shall issue a certificate within thirty (30) days after receipt of proof to permit covered claim payment to the insured without deduction. It shall be the obligation of the insured or other person making claim to provide the insurance company with the written certificate provided for in this Subsection.

4. City not party to insurance contract. No provision of this Section shall be construed to make City a party to any insurance contract.

5. City Clerk to deliver notice to Director of Insurance. The City Clerk hereby is authorized and directed to deliver notice, consisting of certified copy of this Section, to the Missouri Director of Insurance within fourteen (14) days after the adoption of this Section in compliance with Statute 67.412 RSMo 1984."

Section [A] 107.3 Method of service

Amend to read as follows:

"PM 107.3.1 Service: The notice of declaration of nuisance and pre-hearing order shall be served on the affected parties, consisting of owner, occupants, lessee, mortgagee, agent and all persons having an interest in the property, all as shown by the records of the County Recorder of Deeds. The notice may be served personally or by certified mail, return receipt requested or if service cannot be had by either of these modes of service, then by publication at least once for three (3) consecutive weeks in a newspaper of general circulation in the City of Sikeston. Publication shall give the affected parties at least twenty-one (21) days' notice from the first date of publication to respond to the "Notice of Condemnation".

PM 107.3.2 Notice of Hearing: If the affected parties fail to commence work on repairs or complete demolition within the time specified or fail to proceed continuously with the work without unnecessary delay, the Code Official shall call a hearing upon the matter, giving the affected parties ten (10) days written notice of the hearing. Notice of hearing may be served personally or by certified mail, return receipt requested or if service cannot be had by either of these modes of service, then by publication at least once for two (2) consecutive weeks in a newspaper of general circulation in the City of Sikeston.

PM 107.3.3 Hearing: The City Manager or his/her duly designated representative shall conduct a full and adequate hearing. Any affected party may be represented by counsel and all affected parties shall have an opportunity to be heard. After the hearing, if the evidence supports a finding that the structure is a nuisance and detrimental to the health, safety or welfare of the residents of the City of Sikeston, the City Manager shall issue a post-hearing order making specific findings of facts, based on competent and substantial evidence and order the structure to be demolished and removed or repaired. The post-hearing order shall be served in the same manner as the notice of declaration of nuisance and pre-hearing order. The post-hearing order shall contain a date certain for completion of the required action.

PM 107.3.4 Upon Failure to Obey Post-Hearing Order: If any post-hearing order of the City Manager or his/her designee is not obeyed and if appeal of any post-hearing order is not made to the Circuit Court as provided for in this ordinance within thirty (30) days after issuance of any such order, a

Code Official shall cause such structure to be vacated and repaired or demolished as provided in the post-hearing order. The Code Official shall certify the cost for such action, including all administrative costs, to the City Clerk who shall cause a special tax bill against the property to be prepared, filed and collected. Said tax bill shall be a lien upon said property, said lien shall bear interest set by the Missouri Division of Finance on the date the lien is filed. The City Counselor will review to insure all references to special tax bills/liens are in compliance with Missouri Statutes."

Section 302.3 Sidewalks and Driveways.

Amend to read as follows; Sidewalks, Driveways and Parking Areas. "All sidewalks, walkways, stairs, driveways, parking spaces, parking lots, parking areas and similar areas shall be kept in a proper state of repair and maintained free from hazardous conditions and missing surface materials.

Section 302.4 Weeds (page 11, third line)

Insert: Ten inches (10")

Section 302.8 Motor Vehicles (page 11, seventh line)

Insert: Whenever the City Manager or his/her duly authorized representative determines that a motor vehicle or motor vehicle accessories are being maintained in violation of this code, notice of said violation shall be directed to the owner of said motor vehicle or motor vehicle accessories and, if the violation has occurred on private property where the same is being unlawfully maintained, notification will be made in person or representative shall affix a copy of said notice to said motor vehicle or motor vehicle accessories. Said notice shall advise the owner of said motor vehicle or motor vehicle accessories and, if required, the owner, custodian or occupant of the private property to abate said violation within seven (7) days from the date on said notice.

Section PM 302.8.1 Notice When Owner or Custodian Cannot Be Found.

Insert: When any of the persons entitled to receive the notice provided for in Section 302.8 cannot be located, mailing of said notice and affixing a copy of same to said vehicle or motor vehicle accessories shall be sufficient notice.

Section 302.8.2 Abatement

Insert: If not removed within the time specified in the notice, the motor vehicle or motor vehicle accessories maintained in violation of Section 302.8 above may be transported to a storage area by or at the direction of the City Manager or his/her duly authorized representative at the expense of the owner of the said motor vehicle or motor vehicle accessories. The wrecker service will become the responsible party for the motor vehicle or motor vehicle accessories according to State Statutes.

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

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

SECTION VII: Record of Passage

A. Bill Number 5943 was introduced and read the first time this 28th day of October 2013.

B. Bill Number 5943 was discussed on this 4th day of November 2013, and was voted as follows:

Burch _____, Pullen _____, Depro _____, Harris _____,
Teachout _____, Hedrick Absent, and Gilmore _____,
thereby being _____.

C. Upon passage by a majority of the Council this Bill shall become Ordinance 5943 and shall be in full force and effect from and after December 5, 2013.

Jerry Pullen, Mayor

Approved As To Form
Charles Leible, City Counselor

Seal/Attest

Carroll Couch, City Clerk

AN ORDINANCE, NUMBER 5944, GOVERNING THE INSTALLATION OF ELECTRIC CONDUCTORS AND EQUIPMENT WITHIN OR ON PUBLIC AND PRIVATE BUILDINGS OR OTHER STRUCTURES, INCLUDING MOBILE HOMES, RECREATIONAL VEHICLES, AND FLOATING DWELLING UNITS, INSTALLATION OF CONDUCTORS THAT CONNECT TO THE SUPPLY OF ELECTRICITY, AND INSTALLATIONS OF OTHER OUTSIDE CONDUCTORS ON THE PREMISES: KNOWN AS THE ELECTRICAL CODE; PROVIDING FOR THE ISSUANCE OF PERMITS, COLLECTION OF FEES, MAKING OF INSPECTIONS; AND REPEALING ORDINANCE 5380 AND ANY EXISTING ORDINANCES OF THE CITY OF SIKESTON, MISSOURI, THAT ARE IN CONFLICT HERewith EFFECTIVE DECEMBER 5, 2013.

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

SECTION I: This Ordinance shall be codified in the City Municipal Code.

SECTION II: ADOPTION OF NATIONAL ELECTRIC CODE

That a certain document, a copy of which is on file in the office of the City Clerk of the City of Sikeston, Missouri, being marked and designated as the "International Code Council", be and is hereby adopted as the National Electric Code of the City of Sikeston in the State of Missouri; for the control of buildings and structures as herein provided; and each and all of the regulations, provisions, penalties, conditions and terms of the 2011 National Electric Code are hereby referred to, adopted and made a part thereof, as is fully set out in this Ordinance with the additions, insertions, deletions and changes, prescribed in Section 4 of this Ordinance.

SECTION III: INCONSISTENT ORDINANCE REPEALED

That any ordinance or parts of ordinances in conflict herewith are hereby repealed effective December 5, 2013.

SECTION IV: ADDITIONS, INSERTIONS AND CHANGES

That the following sections are hereby revised as follows:

Article 90 Introduction (page 22)

Insert: Powers and Duties

"(a)The electrical inspector shall have control of the construction, installation, erection, extension, alteration or change of any electrical apparatus, machine, appliance, device, fixture, attachment, wire or wiring on or within any building or structure and for special lighting for power or heat in connection therewith designed to be operated on, from, by or in connection with any electric light, heat or power or other electrical plant, generating, delivering, conducting or requiring, for its use or their operation, use or maintenance, power at an electromotive or potential of more than twelve (12) volts.

(b) The electrical inspector shall have the right, during reasonable hours, to enter any building in the discharge of his official duties or for the purpose of making an inspection or test of installation of electric wiring, electric devices and/or electric material contained therein and shall have the authority to cause the turning off of all electrical currents and cut or disconnect in cases of emergency any wire where such electrical currents are dangerous to life or property or may interfere with the work of the Fire Department. No person shall interfere with the electrical inspector while said inspector is performing the duties authorized or required by this Chapter, nor shall any person refuse to comply with any lawful order or requirement of said inspector."

Article 90 Introduction (page 22)

Insert: Permits Required

"(a) No alteration or addition shall be made in the existing wiring of any building, nor shall any building be wired for the placing of any electric lights, motors, heating devices or any apparatus requiring the use of electrical current, nor shall any alteration be made in the wiring of any building after inspection, without first notifying the electrical inspector in writing or application for permit blanks to be furnished by the City and securing a permit therefore."

Article 90 Introduction (page 22)

Insert: Inspections

"(a) Upon the completion of the wiring of any building, it shall be the duty of the person installing same to notify the electrical inspector who shall make the inspection of the installation within twenty-four (24) hours. If any part of said wiring is to be concealed from view before or upon completion, it shall be unlawful for any person to cover or cause to be covered up any such wiring until the electrical inspector has inspected and approved said wiring. In the case of violation of this provision by any person, the electrical inspector is hereby authorized to order the removal of any such covering or lathing or flooring and shall not be required to replace or renew same.

(b) All necessary cutouts, cutout boxes or cabinets, fuses, switches, flush receptacles and other materials and devices shall be installed and all outlets properly connected before any certificate of final inspection will be issued.

(c) It shall be unlawful to use or to permit the use of or to supply current for electric wiring or light, heat or power in any building or structure in the City until certificate of final inspection has been issued by the electrical inspector, provided however, the electrical inspector may, in his discretion, give temporary permission, for a reasonable time, to supply current in part of any electric installation before such installation has been fully completed."

Article 90 Introduction (page 22)

Insert: Permit Fees

"The fee for a permit to perform electrical work shall be based on the use of the construction calculated by either the residential or commercial schedule both of which are posted in the Building Inspector's office."

Article 90 Introduction (page 22)

Insert: Disputes, Interpretations

"(a) In case of dispute as to technical interpretation of this Chapter, the electrical inspector shall decide as to the proper interpretation. Any decision made by the electrical inspector is subject to an appeal to the Board of Appeals."

Article 90 Introduction (page 22)

Insert: Performance Bond

"(a) Every person performing electrical work within the City shall first obtain an electrician's license and post with the City Collector an acceptable performance bond in the amount of two thousand dollars (\$2,000.00) conditioned that the same shall save the City harmless against violations of this Chapter and that all work performed by said licensed electrician shall be done in accordance with the provisions of this Chapter."

Article 90 Introduction (page 22)

Insert: Approved Materials

"(a) No electrical materials, devices or appliances shall be used or installed in the City, unless they are in conformity with the provisions of this Chapter and unless they are in conformity with approved methods of construction as provided in this Chapter and for safety to persons and property.

(b) Conformity of electrical materials, devices and appliances with the standards of Underwriters Laboratories, Inc., shall be considered satisfactory evidence that such materials, devices and appliances comply with the requirements of this Chapter.

(c) Old or used materials, devices or appliances shall not be used in any work without approval obtained in advance from the electrical inspector.

(d) All meter and service entrance locations shall meet the approval of the Board of Municipal Utilities. It shall be the responsibility of the electrical wireman or contractor to secure this approval before making the installation."

Article 90 Introduction (page 22)

Insert: Violation and Penalty

"Any person who shall violate any provision of the code adopted in this Article or shall fail to comply with any of the requirements thereof or who shall erect, construct, alter or repair a building or structure in violation of an approved plan of or directive of the Code Official, or of a permit or certificate issued under the provision of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than five hundred dollars (\$500.00) or by imprisonment not exceeding ninety (90) days, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense."

Article 210-8 Ground-Fault Circuit-Interrupter Protection for Personnel (page 50, first line)

Insert: "No more than three (3) receptacles may be wired in series from a GFCI."

Article 230-24 (b) Vertical Clearance from Ground (1) (page 80, first line)

Insert: "Twelve (12) foot clearance at the electric service entrance to the building."

Article 230-43 Wiring Methods for 600 Volts, Nominal or Less (page 82)

Delete: In its entirety

Article 230-70 (a) Location (page 84)

Delete: In its entirety

Insert: "The service disconnecting means shall be installed at a readily accessible location, inside a building or structure nearest the point of entrance of the service conductors. Service disconnect means shall not be installed in bathrooms, closets or attics."

Article 230-79 (d) All Others (page 85)

Amended to read: "For all other installations the service disconnect shall have a rating of not less than one hundred (100) amperes (3 wires)"

Article 230-79 (page 85)

Insert: "Three (3) phase systems shall not be used in residential."

Article 250-52 (c) Rod and Pipe Electrodes

Insert: "the grounding electrode shall be five-eighths (5/8) copper clad no less than eight (8) feet in length."

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

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

SECTION VII: Record of Passage

A. Bill Number 5944 was introduced and read the first time this 28th day of October 2013.

B. Bill Number 5944 was discussed on this 4th day of November 2013, and was voted as follows;

Pullen_____, Depro_____, Harris_____, Teachout_____.

Hedrick Absent , Burch_____, Gilmore_____.

thereby being _____.

C. Upon passage by a majority of the Council this Bill shall become Ordinance 5944 and shall be in full force and effect from and after December 5, 2013.

Jerry Pullen, Mayor

Approved As To Form
Charles Leible, City Counselor

Seal/Attest

Carroll Couch, City Clerk

Council Letter

Council Letter: 13-11-04

Originating Department: Department of Governmental Services

To the Mayor and City Council:

Subject: 1st & 2nd Reading Emergency Bill #5945, Authorizing the Purchase of Bootheel Golf Club

Attachments:

1. Agreement of Sale and Purchase

Action Options:

1. Adopt Bill #5945
2. Other Action as Council May Deem Appropriate

Background:

Bill #5945, if adopted, would authorize the City of Sikeston to enter into an agreement with F & H Development Company to purchase the Bootheel Golf Club. Because a 30 day delay in closing may jeopardize the intended use of the property, this bill is being done as an emergency ordinance.

AN EMERGENCY ORDINANCE AUTHORIZING THE CITY OF SIKESTON, MISSOURI TO ENTER INTO A CERTAIN REAL ESTATE CONTRACT WITH F & H DEVELOPMENT COMPANY.

WHEREAS, the City Council finds and determines that it is necessary and desirable to purchase from F & H Development Company certain property commonly known as the Bootheel Golf Club for future recreational, commercial and educational purposes and to approve the execution of certain documents herein.

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

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

(a) Contract for Sale of Real Estate.

SECTION II: Execution of Documents. Upon the transfer of all funds necessary and proper to comply with the terms of the contract and associated closing documents by the Board of Municipal Utilities to the City of Sikeston, the Mayor is hereby authorized to execute the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized to attest to and affix the seal of the City to the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION III: Further Authority. 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.

SECTION IV: Emergency Ordinance. The City Council finds that an emergency exists within the meaning of Article III, Section 312(f) of the City Charter, because a 30 day delay in the closing may jeopardize the intended use of the property.

SECTION V: Record of Passage:

A. Bill Number 5945 was introduced and read the first time this 4th day of November, 2013.

B. Bill Number 5945 was read the second time and discussed on this 4th day of November, 2013, and was voted as follows:

Gilmore _____, Harris _____, Depro _____,

Teachout _____, Burch _____, Hedrick Absent,

and Pullen _____,

thereby being _____.

C. Upon passage by the City Council, this bill shall become Ordinance 5945 and shall be in full force and effect from and after its passage.

JERRY PULLEN, Mayor

Approved as to Form:

CHARLES LEIBLE, City Counselor

SEAL/ATTEST:

CARROLL COUCH, City Clerk

AGREEMENT OF SALE AND PURCHASE

• IN CONNECTION WITH

**PROPERTY LOCATED IN SIKESTON, SCOTT COUNTY, MISSOURI
COMMONLY KNOWN AS BOOTHEEL GOLF CLUB**

•BY AND BETWEEN

F & H DEVELOPMENT COMPANY

**A MISSOURI CORPORATION,
AS SELLER**

AND

**CITY OF SIKESTON, MISSOURI
AS PURCHASER**

AGREEMENT OF SALE AND PURCHASE

THIS AGREEMENT OF SALE AND PURCHASE, (hereinafter, "Agreement"), is made by and between F & H DEVELOPMENT COMPANY, a Missouri corporation, (hereinafter, "Seller"), and the CITY OF SIKESTON, MISSOURI, a municipal corporation, (hereinafter, "Purchaser"). The effective date of this Agreement shall be the last date on which this Agreement shall be signed by Seller or Purchaser, (hereinafter, "Effective Date").

RECITALS

A. Seller is the owner of certain real property located in the community commonly known as Sikeston, Scott County, Missouri consisting of three (3) parcels, to wit:

(1) "Parcel One" as more particularly described on Exhibit A attached hereto with approximately 113.15 acres plus or minus; and

(2) "Parcel Two" as more particularly described on Exhibit B attached hereto with approximately 21.64 acres plus or minus.

(3) "Parcel Three" as more particularly described on Exhibit C attached hereto with approximately 0.89 acres plus or minus.

Parcel One, Parcel Two and Parcel Three shall be hereinafter referred to collectively as the "Real Property."

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and the sum of \$10.00 and other good and valuable consideration paid by Purchaser to Seller, receipt of which is hereby acknowledged by Seller, it is mutually covenanted and agreed by the parties hereto as follows:

1. Property. Seller hereby agrees to sell and convey to Purchaser the Real Property, and Purchaser hereby agrees to purchase the Real Property from Seller, together with the following to the extent assignable:

(a) Improvements. Any and all, improvements and structures currently located on the Real Property (hereinafter, "Improvements");

(b) Personal Property. All of Seller's rights and interests in and to all personal property located at the Real Property as of the last date written herein, (hereinafter collectively referred to as the "Personal Property") including one irrigation pump and irrigation well previously used in the golf course operation (neither previously used as potable water sources);

(c) Appurtenances and Additional Interests. Seller's rights, entitlements, developments rights and any other appurtenances to the Real Property including, but not limited to, rights of ingress and egress, any and all subsurface rights, mineral rights, riparian and littoral rights, together with all pertinent rights and interest pertaining to adjacent streets and roadways;

(d) Easements. Any and all of Seller's rights in and to all easements, if any, benefiting the Real Property;

(hereinafter, the Real Property and those items listed in paragraphs a-d above are together referred to as the "Property").

Seller and Purchaser hereby acknowledge and agree that it is the intent of the parties to sell and purchase only the assets described above and that this Agreement is not for the sale of any leases, contracts or matters relating to the business commonly referred to as Bootheel Golf Club, (hereinafter, "Seller's Business"), nor any goodwill or names associated therewith.

2. Purchase Price. The purchase price for the Property shall be Six Hundred Sixty Thousand and No/100 Dollars (\$660,000.00). Seller hereby agrees to cooperate with Purchaser for purposes of allocating the Purchase Price between Real Property and the Personal Property with respect to Purchaser's tax planning. Buyer agrees to cooperate with Seller for purposes of reporting the sales price or otherwise with respect to Seller's tax planning.

3. Escrow/Property Data/Inspection Period/Termination /Delivery of Reports.

(a) Property Data. Seller acknowledges and agrees that prior to the Effective Date of this Agreement, it has made available to Purchaser copies of all documents and records in Seller's possession or control, as they relate to, personal property assets included in sale, title, the physical condition and the operation of the Property, including without limitation, title reports, copies of existing owner's title insurance policy, surveys, permits and approvals from the applicable governmental agencies and pending applications for the same, all Property Leases and Contracts, plans and specifications pertaining to any Improvements, but expressly excluding any proformas or market studies, (hereinafter collectively, "Property Data") and Purchaser acknowledges and agrees that it has received the Property Data prior to the Effective Date of this Agreement.

In the event Purchaser fails to close on the transaction herein contemplated, Purchaser shall return any copies of Seller's Property Data that it may have in its possession, to Seller within five (5) business days of the termination of this Agreement.

(b) Inspection Period Contingency. Purchaser shall have a period of ten (10) calendar days commencing from the Effective Date and expiring at 4:00 p.m. central standard time on the 10th calendar day thereafter, (hereinafter, "Inspection Period"), to make its examination and inspection of the Property and the Property Data, including performing a survey of the Real Property, performing soil and engineering tests and studies and to otherwise inspect the Property to determine, in Purchaser's sole and absolute discretion, whether the Property is suitable for Purchaser's purposes. Purchaser shall provide Seller with twenty-four (24) hour written prior notice of any entry onto the Property to perform any inspection. The cost of Purchaser's due diligence investigation as provided herein shall be borne solely by Purchaser. Purchaser agrees to defend, indemnify and hold Seller harmless from any loss, damages, liability, obligations, costs, expenses and fees (including reasonable attorneys' and paralegals' fees) resulting from any claims or causes of action by any individual or entity now or hereafter asserted against Seller arising out of Purchaser's entry upon the Property, or such testing and inspections by Purchaser or Purchaser's employees, agents and contractors or which is caused by any equipment used for those purposes and damage to or loss of property and any fines or cost of any prosecution by any governmental authorities during the Inspection Period caused by such testing and inspections. Purchaser shall have the option at any time prior to expiration of the Inspection Period, to waive the Inspection Period through written notice to Seller, and move forward to a Closing.

(c) Termination. If, prior to 4:00 p.m. central standard time on the date of expiration of the Inspection Period, Purchaser is not satisfied with respect to the Property for any reason, in its sole and absolute discretion, and notifies Seller in writing ("Notice of Termination"), then this Agreement shall be terminated whereupon the parties shall have no further liability or obligation hereunder.

(d) Due Diligence Materials. In the event (i) of Purchaser's Default under this Agreement, or (ii) Purchaser terminates this Agreement on or prior to expiration of the Inspection Period, Purchaser shall deliver to Seller copies of all third party created and non-proprietary due diligence materials obtained by Purchaser during the Inspection Period and relating to the Property or its development, including without limitation surveys, title commitments, environmental reports, surveys, Seller's business documentation, and appraisals, (hereinafter, collectively, "Due Diligence Materials"). The provisions of this paragraph shall survive Closing of the transactions contemplated by this Agreement or its earlier termination.

(e) Condition of Property. Purchaser acknowledges that Purchaser will have independently and personally inspected the physical condition of the Property and that Purchaser has entered into this Agreement based upon its ability to make such examination and inspection. Purchaser recognizes it formerly had control or ownership of all or part of the Property and that the Property, or any part thereof, is currently used as, or was formerly used, for the purpose of a landfill site; for the purpose of operating a golf course with chemical applications thereon; and for the purpose of a waterway transporting surface water originating or traveling across lands thought to be applied with chemicals for residential, agricultural or commercial purposes. FOR THOSE AND OTHER REASONS NOT SPECIFICALLY WRITTEN HEREIN, EXCEPT AS SET FORTH IN THIS AGREEMENT, PURCHASER, ACKNOWLEDGES THAT PURCHASER IS PURCHASING THE PROPERTY IN "AS-IS, WHERE IS" CONDITION "WITH ALL FAULTS" AS OF THE CLOSING AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED EXCEPT AS TO REPRESENTATIONS AND WARRANTIES OF SELLER OR TITLE SET FORTH IN THIS AGREEMENT OR IN THE CONVEYANCE AND TRANSFER DOCUMENTS EXECUTED BY SELLER AT CLOSING. AS TO (I) THE PROPERTY IMPROVEMENTS AND CONDITION OF PERSONAL PROPERTY; FITNESS FOR ANY PARTICULAR PURPOSES, OR MERCHANTABILITY, OR (II) THE STRUCTURAL INTEGRITY OF THE IMPROVEMENTS; OR ANY CONDITIONS BELOW OR ABOVE THE GROUND INCLUDING, BUT NOT LIMITED TO ANY WATER SOURCE, SOIL, UNDERGROUND STORAGE UNIT, ENVIRONMENTAL CONDITION, OR WATERWAY, PURCHASER SHALL, AT ITS SOLE COST AND EXPENSE, CONDUCT AND RELY EXCLUSIVELY UPON ITS OWN INDEPENDENT INVESTIGATION IN THE EVALUATION OF THE PROPERTY, IMPROVEMENTS AND PERSONAL PROPERTY.

4. Title and Survey. As soon as commercially possible after the execution of this Agreement, Seller, shall cause Delta Title Company, 371 N. Kingshighway, Sikeston, Missouri, ("Escrow Agent"), as agent for the Title Underwriter to issue and deliver to Purchaser, an ALTA title commitment ("Title Commitment") for an owner's title insurance policy for the Real Property in the amount of the Purchase Price allocated by Purchaser to the Real Property, along with legible photocopies of the title exceptions set forth on the Title Commitment. Purchaser acknowledges that Seller has delivered to Purchaser a survey if one is in the possession of Seller for the Real Property reflecting the Improvements constructed to date on the Real Property and including Purchaser, Seller, Escrow Agent and Title Underwriter as certified parties (the

"Survey"). Seller shall furnish good and marketable title for the Property, free and clear from all liens, mortgages, pledges, security agreements, options, rights, leases, charges or encumbrances and any other matters disclosed in the Title Commitment or Survey which are timely objected to by Purchaser. Within seven (7) business days from delivery of the Title Commitment and the Survey and copies of any title exceptions, Purchaser shall give Seller written notice (the "Title Notice") if Purchaser objects to any of the title exceptions or title matters disclosed on the Survey. Seller shall have a commercially reasonable amount of time to cure any title exceptions listed in the Title Notice; it being understood that thirty (30) days shall be defined as commercially reasonable time. In the event Purchaser objects to any title exception(s) or title matters disclosed on the Survey, Purchaser shall state in the Title Notice to which title exception(s) set forth on the Title Commitment or title matters disclosed on the Survey Purchaser objects. Any title exceptions or title matters disclosed on the Survey not timely objected to by Purchaser within the prescribed time period shall thereafter be deemed forever forfeited and waived and Seller shall not be obligated to satisfy or remove any matter to which Purchaser has objected in the Title Notice; provided, however, that at the Closing, all mortgages and any other liens that may be satisfied by the payment of money shall be satisfied of record by Seller. Prior to Closing, if Seller fails or refuses to satisfy or remove any matter to which Purchaser has objected in the Title Notice, Purchaser may, at its option (i) accept title subject to the objections raised by Purchaser, in which event said objection(s) shall be deemed waived for all purposes, and proceed with Closing, or (ii) rescind this Agreement, whereupon this Agreement shall terminate and the parties shall have no further liability or obligation hereunder. Purchaser shall elect one of the two options specified in the preceding sentence prior to Closing. In the event Purchaser fails to timely make such election within the notice period herein described, Purchaser shall be deemed to have elected the option to accept title subject to the objections raised by Purchaser and proceed with Closing in accordance with item (i) hereinabove.

5. Closing. The parties shall close the transactions contemplated by this Agreement no later than 4:00 p.m. CST on the thirty-first (31st) calendar day immediately following the Title Notice period, (the "Closing" or the "Closing Date"), at the offices of the Escrow Agent in Sikeston, Missouri or via overnight delivery. If Purchaser shall elect to close prior to the date set forth above and the same is commercially reasonable by the Escrow Agent, Purchaser shall provide Seller with seven (7) days' prior notice of Closing. The time of Closing on the Closing Date shall be at a time mutually agreeable to both parties or 1:00 p.m., should the parties fail or refuse to mutually agree. Possession of the Property shall be delivered to Purchaser at the Closing.

6. Adjustments, Prorations and Closing Costs. At the Closing, the following items shall be adjusted, prorated or assumed by or between Seller and Purchaser or paid, as follows:

(a) Adjustments and Prorations.

(i) Real Estate Taxes. Current year property taxes for the Property shall be prorated as of midnight the day before the closing Date on the basis of the taxes paid for the most recent tax year that has been assessed and with the maximum discount allowed (i.e. as if taxes were paid in December of the year for which the tax is assessed). If the Closing shall occur before the tax rate for the then current year is established, the proration shall be based upon tax rate for the preceding year applied to the latest assessed valuation of the Property.

(ii) Special Assessments/Taxes. Seller shall pay all special

assessments and taxes, interest and penalties levied against the Property which are due and owing prior to the Closing and Purchaser shall assume all special assessments and taxes levied against the Property which are not due and owing at time of Closing. If a special assessment is payable in installments, Seller shall be responsible for payment of any installments becoming due on or before Closing, and Purchaser shall be responsible for payment of any installments that become due after Closing.

(iii) Rents. All rents, prepaid rents and other amounts shall be prorated as of the day of Closing with respect to the month in which the Closing occurs. At Closing, the parties shall receive a credit in an amount equal to prorated Rents and all deposits held or paid by Seller.

(iv) Utilities. Seller shall cause the charges for electricity, gas and any other utilities (collectively, "Utilities") payable to utility companies servicing the Property to be apportioned as of the day of Closing with respect to the month in which the Closing occurs, and transferable utility deposits, if any, shall be transferred to Purchaser, but all transferable deposits, to the extent transferred, under utility agreements shall be reimbursed by Purchaser to Seller at Closing.

(b) Closing Costs. At the Closing, all cost, shall be payable as follows:

(i) Seller shall pay for:

(1) All fees and charges of its attorneys, consultants, engineers, accountants, and other professionals and/or representatives and Seller's listing agent or broker fees;

(2) The cost of recording any corrective instruments that may be required in connection with perfecting the title established herein;

(3) The cost of the Owner's Title Insurance Commitment and Policy and all related title searches and charges;

(4) Except as otherwise provided herein, all special assessments and taxes which became a lien on their respective properties prior to Closing.

(ii) Purchaser shall pay for:

(1) All fees and charges of its attorneys, consultants, engineers, accountants, architects and other professionals and/or representatives;

(2) The cost of any due diligence tests, inspection fees, survey, audits or reports which Purchaser may order and any other expenses described herein;

(3) The cost of post-closing deed recordation, public record filing, or documentary stamps and surtax which are required to be affixed to the Deed; and

(4) The cost of any financing or mortgages pertaining to the purchase of the Property.

(5) The cost of any amounts due and owing the Escrow Agent or title company for Closing but for Seller's obligation to pay the Owner's Title Insurance Commitment and Policy and all related title searches and charges.

7. Closing Documents.

(a) Seller's Documents. At Closing, Seller shall execute and deliver to Purchaser the following with respect to the Property:

- (i) Original or Counterpart to Closing Statement;
- (ii) Special Warranty Deed or General Warranty Deed ("Deed");
- (iii) Such bill of sale and/or assignment as is required in order to convey or assign to Purchaser the various items of Personal Property;
- (iv) Such corrective instruments as may be required to deliver good and marketable title;
- (v) Originals (or copies if originals are not available) of all Property Leases and Contracts, including all amendments thereto;
- (vi) Copies of all Remises, permits, authorizations, and approvals required by law and issued by all governmental authorities having jurisdiction;
- (vii). Evidence satisfactory to Purchaser and Title Underwriter of Seller's due formation and existence and that the person executing the Closing documents on behalf of Purchaser has full right, power and authority to do so;
- (viii) Any other documents reasonably necessary or advisable to consummate the transactions contemplated hereby.

(b) Purchaser's Documents. At the Closing, Purchaser shall execute or cause to be executed by the appropriate persons and/or deliver to Seller the following:

- (i) Original or Counterpart to Closing Statement
- (ii) Evidence satisfactory to Seller and Title Underwriter of Purchaser's due formation and existence and that the person executing the Closing documents on behalf of Purchaser has full right, power and authority to do so;
- (iii) Any applicable lien waivers;
- (iv) The cash balance of the purchase price due at Closing for the Property, pursuant to the Closing Statement; and,
- (v) Any other documents reasonably necessary or advisable to consummate the transactions contemplated hereby.

8. Default.

(a) In the event that (i) any of Seller's representations and warranties contained herein shall not be true and correct, or (ii) Seller shall have failed to perform in any respect any of the covenants and agreements contained herein to be performed by Seller within the time for performance as specified herein (including Seller's obligation to consummate the transactions contemplated hereby), Purchaser as and for its sole and exclusive remedies, shall be entitled to: (a) elect to terminate this Agreement; or (b) elect to waive any such conditions or defaults and to consummate the transactions contemplated by this Agreement in the same manner as if there had been no conditions or defaults; or (c) file an action for specific performance of this Agreement to compel Seller to close this Agreement in accordance with the terms hereof. Upon termination of this Agreement as provided herein, the Settlement Agreement shall automatically and immediately terminate and be of no further force and effect as provided therein.

(b) In the event that (i) any of Purchaser's representations and warranties contained herein shall not be true and correct, or (ii) Purchaser shall have failed to perform in any respect any of the covenants and agreements contained herein to be performed by Purchaser within the time for performance as specified herein (including Purchaser's obligation to consummate the transactions contemplated hereby), Seller as and for its sole and exclusive remedies, shall be entitled to: (a) elect to terminate this Agreement; or (b) elect to waive any such conditions or defaults and to consummate the transaction contemplated by this Agreement in the same manner as if there had been no conditions or defaults; or (c) file an action for specific performance of this Agreement to compel Purchaser to close this Agreement in accordance with the terms hereof. Upon termination of this Agreement as provided herein, the Settlement Agreement shall automatically and immediately terminate and be of no further force and effect as provided therein.

(c) Except as otherwise expressly provided herein, neither party shall claim or be entitled to damages of any nature whatsoever.

9. Brokerage - Attorney.

(a) Seller represents to Purchaser that Seller has engaged an attorney/agent to represent it concerning the sale of the Property and concerning this Agreement. Seller shall indemnify Purchaser and hold Purchaser harmless against all liability, loss, cost, damage and expense (including, but not limited to, attorneys' and paralegals' fees and court costs, including any appeal that may be filed) which Purchaser shall ever suffer or incur because of any claim by said Attorney or broker, finder, or other agent contracted for by Seller whether or not meritorious, for any fee, commission or other compensation with respect hereto resulting from the acts of Seller.

(b) Purchaser represents to Seller that Purchaser has not engaged any broker, finder or other agent concerning this Agreement. Purchaser shall indemnify Seller and hold Seller harmless against all liability, loss, cost, damage and expense (including, but not limited to, attorneys' and paralegals' fees and court costs, including any appeal that may be filed) which Seller shall ever suffer or incur because of any claim by any broker, finder, or other agent contracted for by Purchaser, whether or not meritorious, for any fee, commission or other compensation with respect hereto resulting from the acts of Purchaser. If applicable, Purchaser shall pay all fees and shall cause the applicable lien waivers to be delivered to Seller prior to Closing.

The provisions of this Paragraph shall survive the Closing of the transactions contemplated by this Agreement.

9. Assignment. Purchaser shall not have the right to assign or transfer any of its rights and obligations under this Agreement, without the prior written consent of Seller. No assignment shall relieve Purchaser of its obligations hereunder. Notwithstanding the prohibitions of this Paragraph, Purchaser shall be entitled to assign without the prior written consent of Seller, any post-Closing obligations hereunder expressly provided to survive Closing to its lender or lenders as a collateral pledge or assignment. In addition, Purchaser shall have the right to direct Seller to assign directly at Closing, all or a portion of the Personal Property, to a designee of Purchaser. The provisions of this Paragraph shall survive the Closing of the transactions contemplated by this Agreement.

10. Condemnation. In the event of any condemnation or eminent domain proceedings for any public or quasi-public purposes at any time prior to the Closing which result in a taking of any portion of the Property (prior to Closing thereon), Purchaser shall be obligated to close the transactions contemplated by this Agreement. The provisions of this Paragraph shall survive the Closing of the transactions contemplated by this Agreement.

11. Risk of Loss. Seller shall, at its sole expense, keep the Property insured against fire and other casualties up to the date of Closing. If the improvements on the Property are materially damaged or destroyed by fire or other casualty prior to Closing at no fault of the Buyer, Buyer will have the option of accepting the insurance proceeds and close the contract or terminate this Agreement provided however in no event shall the Buyer's insurance proceeds exceed the purchase price.

12. Notices. Whenever any notice, demand, consent, delivery or request is required or permitted hereunder, it shall be in writing and shall be deemed to have been properly given when delivered in fact (a) when deposited in the United States mail, with adequate postage prepaid and sent by registered or certified mail with return receipt requested, or (b) delivered to Federal Express or other nationally recognized overnight courier, or (c) sent by facsimile transmission, with a copy and the confirmed receipt, mailed by first class mail, postage prepaid to the addresses set forth below or at such other addresses as are specified by written notice so given in accordance herewith. All notices and requests required or authorized hereunder shall be delivered as aforesaid to the respective parties hereto as follows:

To Seller: M. Todd Miller
c/o Law Office of Todd Miller, LLC
1305 Southwest Blvd., Ste. A
Jefferson City, MO 65109
Telephone: (573) 634-2838
Facsimile: (573) 634-7642

To Purchaser: City of Sikeston
Attention: Jerry Pullen, Mayor
105 E. Center
Sikeston, MO 63801
Telephone: (573) 471-2512
Facsimile: (573) 471-1526

With a copy to: Charles Leible, Esq. (for Purchaser)
371 N. Kingshighway
PO Box 905
Sikeston, MO 63801
Telephone: 573)471-7007
Facsimile: (573) 471-7033

Notices personally delivered or sent by overnight courier shall be deemed given on the date of delivery, notices mailed in accordance with the foregoing shall be deemed given three (3) days after deposit in the U.S. mail, and notices delivered by facsimile shall be deemed given on the date of delivery, if delivered before 4:00 p.m., central standard time, otherwise the day after such delivery, each as evidenced by the confirmed facsimile receipt. It is expressly understood and agreed to between the parties that counsel for the Purchaser is authorized to give notice on behalf of their respective clients. Any party may change the addresses for notice by delivering such change of address in writing to the other in the same notice provisions herein.

13. Seller's Representations and Warranties. As inducement for Purchaser to enter into this Agreement, and in addition to the warranties contained in the Deed and other closing documents, Seller hereby represents and warrants to Purchaser that the following statements' are true and correct as of the Effective Date and Purchaser's obligation to close shall be conditioned on the same being true as of the Closing Date:

(a) Duly Empowered. Seller has all requisite power and authority to execute and deliver this Agreement and to perform and consummate the transactions contemplated by this Agreement and each of the documents to be executed and delivered by Seller. This Agreement is a valid and binding obligation of Seller, enforceable against Seller in accordance with its terms.

(b) Duly Authorized. The execution, delivery and performance of this Agreement by Seller has been duly and validly authorized by all necessary action on the part of the Seller and all required consents and approvals have been duly obtained.

(c) No Breach. The executions of this Agreement by Seller and the consummation of the transactions contemplated hereunder will not violate or result in a breach of or constitute a default under any provision of any contract, lien, instrument, order, judgment, decree, ordinance, regulation or other restriction of any kind to which Seller is or may be bound or affected.

The provisions of this Paragraph shall survive the Closing of the transactions contemplated by this Agreement.

14. Purchaser's Representations and Warranties. In addition to the warranties contained in the closing documents, Purchaser represents and warrants to Seller that the following statements are true and correct, and Seller's obligation to close shall be conditioned on the same being true as of the Closing Date, without any qualification:

(a) Duly Empowered. Purchaser has all requisite power and authority to execute, deliver and perform this Agreement and each of the documents executed and delivered by Purchaser. This Agreement is a valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms.

(b) Duly Authorized. The execution and delivery and performance of this Agreement by Purchaser has been duly and validly authorized by all necessary action on the part of Purchaser and all required consents and approvals have been obtained.

(c) No Default. The execution by Purchaser of this Agreement and the consummation by Purchaser of the transactions contemplated hereunder will not violate or result in a breach of or constitute a default under any provision of any contract, lien, instrument, order, judgment, constitution, ordinance, regulation or other restriction of any kind to which Purchaser is or may be bound or affected.

The provisions of this Paragraph shall survive the Closing of the transactions contemplated by this Agreement.

15. Escrow. Any escrow agent receiving funds or documents is authorized and agrees by acceptance thereof to promptly deposit and to hold same in escrow and to disburse same subject to clearance thereof in accordance with the terms and conditions of this Agreement. Failure of the clearance of funds shall not excuse performance by the depositor. In the event of doubt as to its duties or liabilities under the provisions of this Agreement, the Escrow Agent may, in its sole discretion, continue to hold the monies which are the subject of this escrow until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto, or it may deposit all of the monies then held pursuant to this Agreement with the Clerk of the Court of Scott County, Missouri, which Circuit Court shall have jurisdiction of the dispute, and upon notifying all parties concerned of such action, all liability on the part of the Escrow Agent shall fully terminate, except to the extent of accounting for any monies theretofore delivered out of escrow.

16. Captions and Headings. Captions and Article headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement nor the intent of any provision hereof.

17. NO Waiver. No Waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted and any such written waiver shall only be applicable to the specific instance to which it related and shall not be deemed to be a continuing or future waiver.

18. Counterparts and Facsimile Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same agreement. Signatures may be given via facsimile and shall be deemed given as of the date and time of the transmission.

19. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.

20. Governing Law. This Agreement shall be construed and interpreted according to the internal laws of the State of Missouri.

21. Gender. All terms and words used in this Agreement, regardless of the number and gender in which used, shall be deemed to include any other gender or number as the context or the use thereof may require.

22. Limitation on Liability. The obligations and liabilities of Seller and Purchaser under this Agreement and any document executed in connection with or pursuant to the terms of this Agreement shall not constitute personal obligations of the officers, directors, attorneys, brokers, employees, agents, trustees, partners, members, representatives, stockholders or other principals or representatives of Seller or Purchaser. Notwithstanding any provision to the contrary contained in this Agreement or any document executed in connection with or pursuant to the terms of this Agreement, Seller's liability, if any, arising in connection with this Agreement or with the Property shall be limited to Seller's interest in the Property.

23. Confidentiality. Until such time as the Closing has occurred, each of the parties hereto agree to keep the terms and provisions of this Agreement confidential and agree that they shall not disclose such information or the terms and provisions of this Agreement to any other person or entity without the prior written consent of the other party, other than (a) their respective counsel, officers, directors, lenders, consultants or affiliates; (b) in connection with the inspection of the Property by Purchaser and its inquiries of third parties related thereto; or (c) as required by applicable law.

24. Entire Agreement. This Agreement and the exhibits attached hereto contain the entire agreement between the parties. There are no promises, agreements, conditions, undertaking, warranties or representations, oral or written, express or implied between the parties other than as herein set forth. No amendment or modification of this Agreement shall be valid unless the same is in writing and signed by the parties hereto. No waiver of any of the provisions of this Agreement or any other agreement referred to herein shall be valid unless in writing and signed by the party against whom enforcement is sought.

25. Time of the Essence. Time is of the essence in respect to this Agreement.

26. Venue. Purchaser and Seller agree that the venue for any matters arising out of or in connection with this Agreement shall only be in the Circuit Court in and for the County of Scott County, State of Missouri.


27. Attorneys' Fees. In connection with any litigation including appellate proceedings arising out of this Agreement, the prevailing party shall be entitled to recover from the losing party its reasonable attorneys' and paralegals' fees and costs incurred in enforcing its rights and remedies hereunder, including costs of collection prior to instigating litigation, and in all appeals, bankruptcy, mediation, arbitration and other administrative proceedings.

28. Waiver of Jury Trial. PURCHASER AND SELLER WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, OR RELATED TO, THE SUBJECT MATTER OF THIS AGREEMENT. THIS WAIVER IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY EACH PARTY AND EACH EXPRESSLY ACKNOWLEDGES THAT NEITHER THE OTHER PARTY NOR ANY PERSON ACTING ON BEHALF OF THE OTHER PARTY HAS MADE ANY REPRESENTATIONS OF FACT TO INCLUDE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT. EACH PARTY ACKNOWLEDGES TO THE OTHER THAT IT HAS READ AND UNDERSTANDS THE MEANING AND EFFECT OF THIS WAIVER PROVISION.

29. All representations and warranties of both parties shall survive the Closing.

SELLER:

F & H DEVELOPMENT COMPANY, INC.
INC., a Missouri corporation

By: 
Dave Wren, President

Date: 9/30/13

PURCHASER:

CITY OF SIKESTON, MISSOURI,
a Missouri municipal corporation

By: 
Jerry Pullen, Mayor

Date: 9/24/13

EXHIBIT A - PARCEL ONE (1)

EXHIBIT "A"

A tract or parcel of land lying in and being a part of Section 17, Township 24 North, Range 14 East, Scott County, Missouri, being more fully described by notes and bounds as follows: Connecting at the common corner of Sections 6, 8, 16 and 17, Twp. 24N., R. 14E., Scott County, Missouri; thence N. 78° 31' 52" W. on and along the North Line of Section 17 a distance of 918.78 ft to the point of beginning; thence S. 26° 43' 47" W. a distance of 2520.88 ft to a point; thence N. 63° 15' 13" W. a distance of 1454.21 ft to a point; thence N. 27° 54' 55" W. a distance of 370.29 ft to a point on the centerline of North Ingram Road; thence Northeasterly on and along the centerline of North Ingram Road having a curve to the left with a radius of 318.84 ft a distance of 113.64 ft to a point; thence N. 7° 15' 59" E. on and along the centerline of North Ingram Road a distance of 912.21 ft to the S.W. corner of the Alton Jaynes Boothel tract; thence S. 88° 42' 10" E. along the South Line of the Boothel tract a distance of 1318.13 ft to the S.E. corner of the Boothel tract; thence N. 9° 11' 05" E. along the East Line of the Boothel tract a distance of 1514.22 ft to a point set on the North Line of Section 17, Twp. 24N., R. 14E.; thence S. 88° 35' 21" E. on and along the North Line of Section 17 a distance of 22.76 ft to a point; thence S. 74° 31' 53" E. on and along the North Line of Section 17 a distance of 1400.28 ft to the point of beginning.

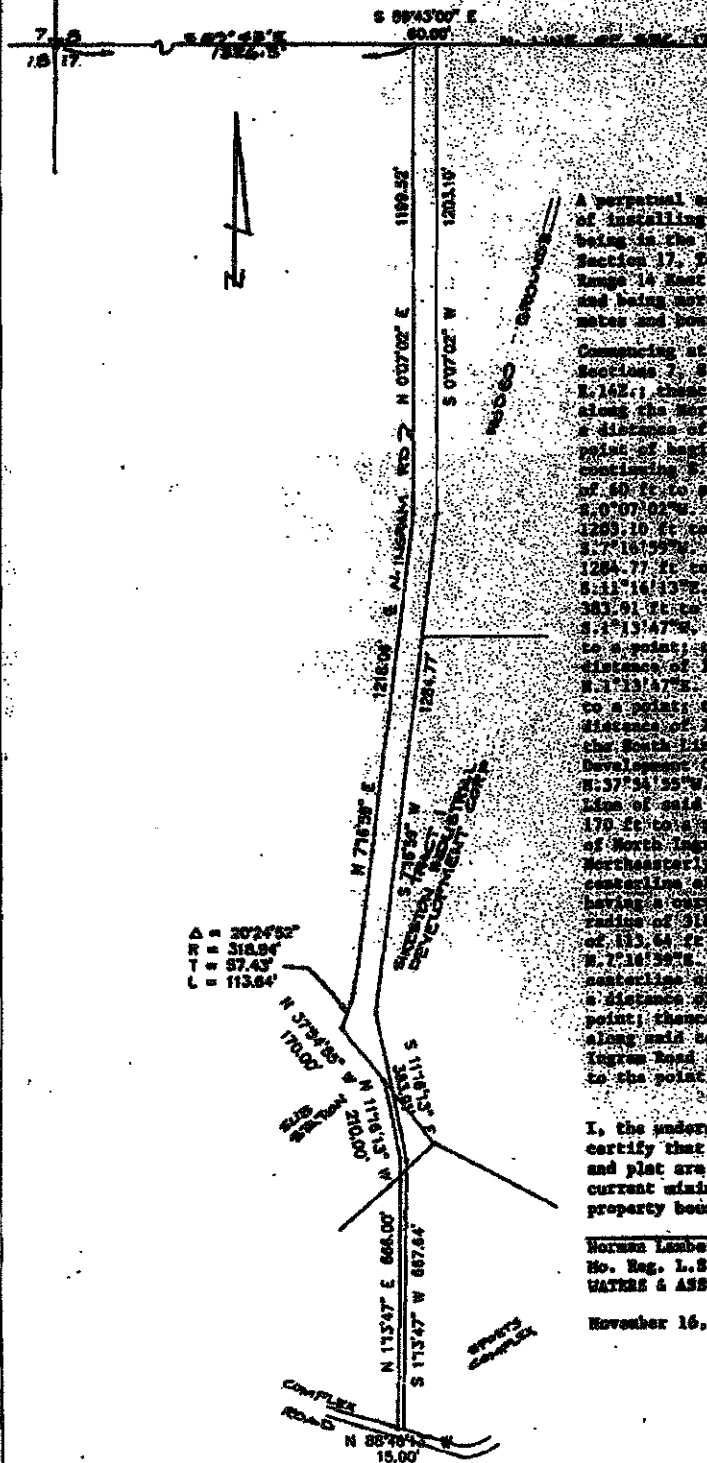
containing in all 113.15 acres, more or less.

EXHIBIT THROUGHOUT, and subject to, the perpetual easement in real estate described on EXHIBIT A-1, hereto attached and incorporated herein by this reference as if fully set out herein.

M.M.

M.M.

EXHIBIT A-1



A perpetual easement for the purpose of installing utilities, lying and being in the West One-Half (1/2) of Section 17, Township 16 North, Range 14 East, Scott County, Missouri, and being more fully described by notes and bounds as follows:

Commencing at the Common Corner of Sections 7, 8, 17 and 18, Twp. 16N., R. 14E.; thence S. 89°45'00\"/>

I, the undersigned, do hereby certify that the above shown survey and plat are in compliance with the current minimum standards for property boundary surveys.

Norman Lambert
No. Reg. L.S. 1492
WATERS & ASSOCIATES

November 16, 1994



**EXHIBIT B - PARCEL TWO (2) - COMMONLY KNOWN AS THE REAL PROPERTY
REFLECTED IN SCOTT COUNTY, MISSOURI REAL ESTATE PARCEL NUMBER
183.00.800000000004.2**

A tract or parcel of land in the South Half (S 1/2) of Section 8, Township 26 North, Range 14 East, Scott County, Missouri, more fully described by metes and bounds as follows:

Commencing at the common corner of Sections 8, 9, 16 and 17, Township 26 North, Range 14 East; thence North 78°31'53" West along the South Line of Section 8, a distance of 1,278.13 feet to the point of beginning; thence continuing North 78°31'53" West on and along the South Line of Section 8 a distance of 500.58 feet to a point; thence North 8°42'35" East a distance of 1,562.31 feet to a point; thence North 47°31'28" East a distance of 797.70 feet to a point; thence South 8°42'35" West a distance of 2,207.95 feet to the point of beginning;

Subject, however, to the reservation of a personal easement to Seller for roadway purposes across the South 50 feet of the premises, as more particularly set forth in easement plat marked "Exhibit A1" attached hereto. Said easement shall be utilized solely by the Seller as a roadway for ingress and egress to Seller's adjacent property to the East side of the premises.

Further subject to the reservation of a permanent easement for underground utilities across the South 10 feet of the premises, as more particularly set forth in easement plat marked "Exhibit A1" attached hereto. Said underground utility easement shall run with the land and may be utilized by the Seller for the installation of utility services to Seller's adjacent premises.

This conveyance will be subject to all other existing rights of way and easements, if any which affect the premises.

EXHIBIT C - PARCEL THREE (3)

The City of Sikeston has approved Resolution 96-07-01 declaring .89 acres of real estate surplus. The property is legally described as

a tract or parcel of land lying in and being a part of Section 17, Township 26 North, Range 14 East, Scott County, Missouri, being more fully described by metes and bounds as follows: Commencing at the common corner of Sections 7, 8, 17 & 18, Township 26 North, Range 14 East, Scott County Missouri; thence South 88 degrees 38'26" along the North line of said Section 17 a distance of 1327.69 feet to the centerline of North Ingram Road; thence South 0 degrees 7'2" West along the centerline of said North Ingram Road a distance of 1199.52 feet; thence South 8 degrees 36'19" west along the centerline of said North Ingram Road a distance of 304.85 feet to the Southwest corner of the Sikeston Jaycee Rodeo tract; thence South 7 degrees 16'59" West along the centerline of said Old North Ingram Road a distance 751.16 feet for the point of beginning; thence continuing South 7 degrees 16'59" West along the centerline of said Old North Ingram Road a distance of 4162.05 feet; thence along a curve to the right with a radius of 318.94 feet and chord bearing South 29 degrees 13'19" West—238.32 feet a distance of 244.25 feet; thence South 51 degrees 9'38" West along the centerline of said Old North Ingram Road a distance of 143.69 feet; thence North 56 degrees 59'39" West a distance of 76.75 feet; thence North 56 degrees 59'39" West a distance of 76.75 feet; thence along a curve to the right with a radius of 924.93 feet and a chord bearing North 40 degrees 46'31" East—160.64 feet a distance of 160.84 feet; thence along a curve to the left with a radius of 984.93 feet and a chord bearing North 35 degrees 11'05" East—361.42 feet a distance of 363.48 feet to the point of beginning and containing 0.89 acres, more or less, subject to any and all easements, if any, affecting the same.

MUNICIPAL DIVISION REPORTING FORM

I. COURT INFORMATION

Reporting Month/Year [September, 2013]

Prepared by [PAT COX] Telephone Number ([573]) [475-3705]
 Municipality [SIKESTON] County [SCOTT COUNTY] Circuit [33RD]
 Court Location Code [MU5B] Number of Court Staff [3.00]

II. MONTHLY CASELOAD INFORMATION

	A/D Traffic	Other	Non-Traffic
A. Cases pending - 1st Month	[113]	[1,255]	[2,996]
B. Cases filed	[1]	[128]	[160]
C. Cases Disposed			
1. Jury Trial	[0]	[0]	[0]
2. Court/Bench Trial -Guilty	[0]	[0]	[2]
3. Court/Bench Trial -Not Guilty	[0]	[0]	[0]
4. Plea of Guilty in Court	[0]	[6]	[10]
5. BF and Viol. Bureau Citations	[0]	[99]	[84]
6. Dismissed by Court	[0]	[15]	[19]
7. Nolle Prosequi	[1]	[2]	[13]
8. Certified for Jury Trial	[0]	[0]	[0]
9. TOTAL CASE DISPOSITIONS	[1]	[122]	[128]
D. Cases pending - End of Month	[113]	[1,261]	[3,028]
E. Trial de Novo - Appeal filed	[0]	[0]	[0]

III. WARRANT INFORMATION

IV. PARKING TICKETS

1. Total Issued	[54]	Issued [0]
2. Total Outstanding EOM	[394]	[] No parking tickets

V. NET REVENUE COLLECTED

Fines	[\$ 20,530.11]	Revenue Parking	[\$ 0.00]
Clerk/Court Fee (Costs)	[\$ 2,153.53]	Bond Forf	[\$ 0.00]
Peace Officer (POST)	[\$ 507.70]	TOTAL REVENUE	[\$ 30,202.70]
Crime Victims Comp (CVC)	[\$ 1,269.26]		
Law Enf Training (LET)	[\$ 0.00]	VI. OTHER COLLECTIONS	
Domestic Viol Shelter	[\$ 338.49]		
Inmate Sec Fund	[\$ 338.47]	Jud Ed Fund	[\$ 0.00]
Restitution	[\$ 5,065.14]	[X] No JEF collection	
Other: _____	[\$ 0.00]		

Revised Jan 2005

PUBLIC WORKS PLANNING/CODE ENFORCEMENT DIVISION
ACTIVITY SUMMARY
FOR THE MONTH ENDING September 30, 2013

(Activity reported on calendar year basis)

BUILDING PERMITS ISSUED	<u>NUMBER OF PERMITS ISSUED</u>	<u>FEES COLLECTED</u>	<u>COST OF CONSTRUCTION</u>
A. RESIDENTIAL			
Current Month	2	\$ 743.00	\$ 196,250.00
Prior Month	2	\$ 936.00	\$ 242,206.00
2013 Year-to-date	36	\$ 4,114.00	\$ 972,456.00
B. DUPLEX RESIDENTIAL			
Current Month	0	\$ -	\$ -
Prior Month	1	\$ 623.00	\$ 140,000.00
2013 Year-do-date	5	\$ 3,115.00	\$ 833,900.00
C. MULTI-FAMILY RESIDENTIAL			
Current Month	0	\$ -	\$ -
Prior Month	0	\$ -	\$ -
2013 Year-to-date	4	\$ 3,201.00	\$ 1,093,700.00
D. RESIDENTIAL ALTERATIONS (Additions, out-buildings)			
Current Month	6	\$ 407.00	\$ 186,600.00
Prior Month	8	\$ 303.00	\$ 49,000.00
2013 Year-to-date	50	\$ 2,612.00	\$ 658,050.00
E. COMMERCIAL			
Current Month	1	\$ 143.50	\$ 100,000.00
Prior Month	0	\$ -	\$ -
2013 Year-to-date	16	\$ 11,892.50	\$ 18,717,682.00

INSPECTIONS	<u>Prior Month</u>	<u>Current Month</u>	<u>Current YTD</u>
A. BUILDING (new construction)			
1. Footing/under slab	17	14	120
2. Gas/sewer	17	16	99
3. Open wall	11	17	105
4. Final	4	13	40
B. BUILDING (renovation)			
1. Structure	40	10	93
2. Electrical	20	13	103
3. Plumbing	19	10	58

INSPECTIONS, Continued

	<u>Prior Month</u>	<u>Current Month</u>	<u>Current YTD</u>
C. STORM WATER MANAGEMENT			
1. Public Education	6	3	9
2. Const. Phase Plan Review	3	14	19
3. Const. Site Runoff Control	10	2	14
a. Construction Site Inspection	6	8	41
b. Sediment Control	3	8	17
c. Proper Ingress/Egress	0	8	14
d. Debris on road	13	7	22
e. Const. Mat. Solid Waste	0	1	3
4. Debris in Gutter Line	8	5	16
5. Ditch Basin Inspection	0	0	0
 D. Business License Application Inspection	 10	 24	 63
 E. Mobile Home Set Up	 0	 0	 0
 F. Code Compliance			
1. Owner Request	24	41	135
 G. Rental Ordinance Inspections			
1. Exterior/Drive By	180	42	888
2. Interior	5	2	25

CONDEMNATIONS

A. Number Identified			
1. Residential	38	1	187
2. Commercial	0	0	8
 B. Resolved			
1. Repaired	0	1	7
2. Removed	12	4	55
 C. Pending			
1. Permit Issued	8	0	74
2. Investigating	1	1	114

PUBLIC NUISANCES

A. Tall weeds/grass			
1. 1st Offenders	6	20	56
2. Repeat Offenders	1	3	7
3. Violations Abated	4	14	42
4. Court Action	2	17	43

PUBLIC NUISANCES, Continued	<u>Prior Month</u>	<u>Current Month</u>	<u>Current YTD</u>
B. Junk & Trash			
1. 1st Offenders	1	9	71
2. Repeat Offenders	0	3	5
3. Violations Abated	0	3	43
4. Court Action	1	3	51
C. Derelict Vehicles			
1. Total Identified	1	6	31
2. Violations Abated	0	1	21
3. Court Action	0	0	20
D. Exterior Maintenance Violations			
1. Residential	9	37	162
2. Commercial	0	1	3
3. Number Abated	4	16	102
E. Other Court Action			
1. Failure to submit application for tenancy	0	1	2
2. Failure to register Rental Property	0	1	2
3. Other Municipal Court Action	0	32	50
OTHER			
A. Animal Control Assistance	97	111	831
B. Animal Control Hours	98	102	N/A

CITY OF SKESTON
Public Works / Street Division
Man hour report

Date: 9/30/2013

Through: 10/25/2013

10/25/2013

	Job Description	Prior Year	Prior Month	Current Monthly	Year to Date	Overtime
	Street Repairs					
101	Asphalt Street Repair	779.5	50	133	593.5	0
102	Concrete Street Repair	463	0	13	97.5	0
103	Boxblading Street	21.5	0	2	2	0
104	Sidewalk Replacement	20.5	0	0	9.5	0
105	Boxblading Street	0	0	0	0	0
106	Pavement Markings	42.5	7.5	20	31.5	0
107	Alley Maintenance/Trim	242	0	0	37	0
108	Hauling & Placing Chat	175.5	0	0	281	0
109	Sign Maintenance	1202	52	36	567	0
110	Downtown Maintenance	67	0	0	49	0
111	Right of Way Mowing	1694	258.5	183	2269	0
	Storm water Management					
112	Snow Removal	36.5	0	0	0	0
113	Leaf Machine	2	0	0	0	0
114	Ditch-basin Mowing/Inspection	454.4	64.5	92	599.5	0
115	Storm Sewer Maintenance	307	0	26	137	0
116	GIS mapping	253.5	0	0	106	0
117	Line & Inlet Repair	197.5	285	21	433.5	0
118	Grate Cleaning	842	32	48.5	1028	0
119	Street Sweeping	863	27	73	393.5	0
120	Special Projects(CommunityCleanUp)	176.5	0	0	136	0
121	Compost Operation	58	8	15	274.5	5
	Projects for other Departments					
122	a. Parks	39	0	0	255	0
123	b. Garage	386	0	0	613	0
124	c. Planning	0	0	0	0	0
125	d. Animal Shelter	17	4	0	6	0
126	e. Airport	723	108.5	16	525.5	0
127	f. Public Safety	35	0	0	96	0
128	g. City Hall	47	0	8	201	0
129	Building Maintenance	464	8	8	301	0
130	Grave Digging	46	0	2	43	1
131	Mow Lots	424.5	125	44	485	0
132	Mosquito Control	259	0	0	107.5	4
133	Tree & Stump Removal	329	4	3	57	0
134	Miscellaneous	695	2	143.5	399.5	8
135	community service	122	96	446	1201.5	0
		0	0	0	0	0

Total Manhours 1333
Sick 34
Suspension 8
Holiday 0

Manhours Available 1391
Vacation 8
Work Comp 0

Total Overtime 18
Personal 8
Funeral 0

Department of Governmental Services

Work in Process: Period Ending October 18, 2013

In addition to regular duties, Governmental Services Staff performed the following:

General Operations:

1. Drafted and released October Scanner (City's E-Newsletter);
2. Released Council/Board & Commission October meeting calendar to media;
3. Updated Council's tentative agendas, distributed to Council/Staff;
4. Updated City's website and Facebook page;
5. Updated City's Boards & Commissions Handbook, prepared for electronic distribution;
6. Prepared and distributed "Administrative Action" worksheet for staff follow-up to Council direction;
7. Assisted Acting City Manager with City operational issues;
8. Coordinated with DH's on preparation of 5-year capital plan (to be submitted to Council in Dec.)
9. Submitted material to Sullivan Publications for electronic update to City Code;
10. Coordinated 2013 Employee of the Year Award selection;
11. Preparing report on City/LCRA Mowing Program, compiled costs associated with City's participation;
12. Collaborated with Code Enforcement Officers on Animal Control operations and drafted proposed contract for animal shelter services for Council consideration.
13. Assisted Code Enforcement with drafting of bills for adoption of 2012 International Building Code;
14. Staff continues OCR scanning of Council minutes and ordinances for City's record retention project;
15. Attended Sikeston Cultural Development Corp. (Depot) Board of Directors Meeting; and
16. Attended Historic Downtown Sikeston Board of Directors Meetings;

Tourism Division:

1. Submitted Cooperative Marketing Program Final Report for FY-13
2. Compiled and submitted data for design and printing for 2014 Visitors Guide
3. Processed FY-14 leads, prepared CPI and market analysis
4. Drafted and released bi-weekly CVB E-Newsletter (13,145 email destinations)
5. Staff met with MediaMix1 regarding FY-15 CVB advertising design and slogan
6. Released 2014 photo contest.

Municipal Court Division:

1. Prepared monthly financial and State reports; and
2. Continued scanning of closed cases with retention periods of greater than 3 years

IT Division:

1. Bought/installed new pc's for DPS staff;
2. Reconfigured pc/reinstalled apps on pc in collector's office;
3. IT check in of new employees;
4. Assorted server maintenance addressing disk space and OS updates;
5. Website maintenance;
6. Established/modified network configuration at City Hall; and
7. Multiple and various calls for desktop support.

City of Sikeston

Department of Economic Development

Operations Report – October 24, 2013

*In addition to regular duties, the DED is working on the following projects:

The DED is monitoring the liquidation of the Brown Shoe Building. It is nearing completion. Carr Textile will take possession of the building once the liquidation is completed and closing documents are signed.

We are working with a local realtor to purchase property that will be marketed for retail development. We've met with several developers who are interested in the property.

The DED has been working with an industry prospect for the Media Press Building. The industry has purchased the building and we expect to have an announcement in the next few weeks. They will bring approximately 25 jobs to the area.

We met with local industry leaders to finalize plans for the fall Industry Mentoring session for Sikeston High School juniors and seniors.

Ed Dust and Mayor Pullen will attend the Do It Best Corp. Marketing Show and will present them with a key to the City of Sikeston in recognition of their investment in our community.

Over the next few weeks Ed Dust will attend the Lawn & Garden Show and the SEMA-AAPEX Show.

PARK DIVISION ACTIVITY REPORT

October 7 – October 11

Maintenance Staff worked on the following projects:

- Set-up, cleaned Clinton Building 2x
- Park, restroom clean-up 2x
- Moved barrels, picnic tables, bike racks and bleachers downtown for Cotton Ramble, Cotton Festival
- Installed playground woodchips safety surfacing
- Mowed Complex and VFW
- Serviced mowers

Parks Supervisor:

- General park administrative duties
- General administrative duties for Clinton Building
- Assisted with Cotton Ramble bike ride
- Assisted with Trailblazers walking club meeting

PARK DIVISION ACTIVITY REPORT

October 21 – October 25

Maintenance Staff worked on the following projects:

- Set-up, cleaned Clinton Building 4x
- Park, restroom clean-up
- Moved two sets of bleachers from Rodeo grounds.
- Mowed Complex
- Serviced mowers
- Painted restrooms in soccer concession stand building
- Trimmed curb lines in Complex; repaired parking lot post
- Began winterizing restrooms

Parks Supervisor:

- General park administrative duties
- General administrative duties for Clinton Building
- Attended tourism board meeting
- Began capital improvement budget/5-year plan preparation

November 2013

Monthly Planner

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday																																																																																				
	<div>Oct 2013</div> <table> <tr><td>S</td><td>M</td><td>T</td><td>W</td><td>T</td><td>F</td><td>S</td></tr> <tr><td></td><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td></td></tr> <tr><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td></tr> <tr><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td></tr> <tr><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td></tr> <tr><td>27</td><td>28</td><td>29</td><td>30</td><td>31</td><td></td><td></td></tr> </table>	S	M	T	W	T	F	S		1	2	3	4	5		6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31			<div>Dec 2013</div> <table> <tr><td>S</td><td>M</td><td>T</td><td>W</td><td>T</td><td>F</td><td>S</td></tr> <tr><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td></tr> <tr><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td></tr> <tr><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td></tr> <tr><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td></tr> <tr><td>29</td><td>30</td><td>31</td><td></td><td></td><td></td><td></td></tr> </table>	S	M	T	W	T	F	S	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31							1	2
S	M	T	W	T	F	S																																																																																				
	1	2	3	4	5																																																																																					
6	7	8	9	10	11	12																																																																																				
13	14	15	16	17	18	19																																																																																				
20	21	22	23	24	25	26																																																																																				
27	28	29	30	31																																																																																						
S	M	T	W	T	F	S																																																																																				
1	2	3	4	5	6	7																																																																																				
8	9	10	11	12	13	14																																																																																				
15	16	17	18	19	20	21																																																																																				
22	23	24	25	26	27	28																																																																																				
29	30	31																																																																																								
3 Daylight Savings Time Ends	4 Library Board Meets 4:30 p.m. Regular Council Meeting 5:00 p.m. Special Council Meeting 4:00 p.m.	5	6	7	8	9																																																																																				
10	11 Park Board Meets 5:15 p.m. Veteran's Day - City Offices Open	12 BMU Board Meets 4:00 p.m. DED Board Meets 11:30 a.m.	13 Housing Authority Board Meets 12:00 p.m.	14	15	16																																																																																				
17	18 LCRA Meets 11:30 a.m. Public Safety Meets 6:00 p.m.	19	20	21 Strategic Plan Implementation Commission Meets 11:30 a.m.	22	23																																																																																				
24	25 Board of Adjustments Meeting 4:00 p.m. Special Council Meeting 11:30 a.m.	26	27	28	29	30																																																																																				
				Thanksgiving Holiday - City Offices																																																																																						

December 2013

Monthly Planner

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2 Library Board Meets 4:30 p.m. Regular Council Meeting 5:00 p.m.	3	4	5	6	7
8	9 Housing Authority Board Meets 12:00 p.m. Park Board Meets 5:15 p.m.	10 BMU Board Meets 4:00 p.m. DED Board Meets 11:30 a.m.	11	12	13	14
15	16 LCRA Meets 11:30 a.m.	17	18	19 Strategic Plan Implementation Commission Meets 11:30 a.m.	20	21
22	23	24 Christmas Eve - City Offices Close at Noon	25 Christmas Day - City Offices Closed	26	27	28
29	30 Special Council Meeting 11:30 a.m.	31	<div> <div> Nov 2013 S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 </div> <div> Jan 2014 S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 </div> </div>			