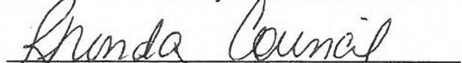


TENTATIVE AGENDAREGULAR CITY COUNCIL MEETING
SIKESTON CITY HALLMonday, November 5, 2018
5:00 P.M.

- I. CALL TO ORDER
- II. RECORD OF ATTENDANCE
- III. OPENING PRAYER
- IV. PLEDGE OF ALLEGIANCE
- V. APPROVAL OF CITY COUNCIL MINUTES
 - A. Special Council Minutes September 6, 2018
 - B. Regular Council Minutes September 10, 2018
 - C. Special Council Minutes September 24, 2018
 - D. Community Meeting Minutes October 9, 2018
 - E. Special Council Minutes October 22, 2018
- VI. ACCEPTANCE OF BOARD AND COMMISSION MINUTES
 - A. Board of Adjustments July 23, 2018
 - B. Friends of the Animal Shelter April 24, 2018
 - C. LCRA August 20, 2018
- VII. ADVISORY BOARD COUNCIL LIAISON REPORTS
- VIII. ITEMS OF BUSINESS
 - A. 2nd Reading & Consideration, Bill #6125, Authorization to Change George E. Day Parkway from Colonel to General
 - B. 2nd Reading & Consideration, Bill #6126, Extension of Cell Tower Lease
 - C. Authorization to Approve Mobile Command Grant to Replace Satellite Dish
 - D. Authorization to Execute Airspace Agreement
 - E. 1st Reading, Bill #6127, Authorization to Execute Signing Agreement with Missouri Highways & Transportation Commission to Redesignate Route Y on Salcedo Road
 - F. Other Items As May Be Determined During the Course of the Meeting
- XI. ADJOURNMENT

Dated this 31st day of October 2018


Rhonda Council, Deputy City Clerk

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

SPECIAL CITY COUNCIL MEETING
SEPTEMBER 6, 2018

The special Sikeston City Council meeting of September 6, 2018 was called to order at 6:00 p.m. in the City Council Chambers, located at 105 East Center, Sikeston. Present at the meeting were: Mayor Steven Burch and Councilmen Brian Self, Karen Evans, Jon Gilmore, Ryan Merideth, Mary White-Ross and Gerald Settles. Staff in attendance were: City Counselor Chuck Leible, City Clerk Carroll Couch, City Treasurer Karen Bailey, Deputy City Clerk Rhonda Council, Public Safety Director Mike Williams, Assistant Public Safety Director Jim McMillen, Street Superintendent Brian Dial and Code Enforcement Manager Lorenzo Ware.

ITEMS OF BUSINESS

2nd Reading & Consideration, Bill #6119, Request to Rezone Property Located South of Brunt Blvd. and North of US Highway 60 from "AG" Agriculture to "R-1" Single Family Residential

Councilman Self moved for the second reading of Bill Number 6119. The motion was seconded by Councilman Merideth and the following vote recorded:

Gilmore Aye, Merideth Aye, Self Aye, Settles Aye, Evans Aye,
White-Ross Aye, and Burch Aye, thereby being passed.

Counselor Leible presented the bill for reading.

Bill Number 6119

Ordinance Number 6119

THIS BILL AS APPROVED SHALL BECOME EMERGENCY ORDINANCE NUMBER 6119 PROVIDING FOR THE REZONING FROM AGRICULTURE "AG" TO SINGLE-FAMILY RESIDENTIAL "R-1" THE FOLLOWING DESCRIBED REAL ESTATE TO-WIT: A TRACT OF LAND, WHICH CONSISTS OF APPROXIMATELY 7.47 ACRES AND IS LOCATED GENERALLY SOUTH OF BRUNT BOULEVARD AND NORTH OF U.S. HIGHWAY 60, IN THE CITY OF SIKESTON, NEW MADRID COUNTY, MISSOURI.

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

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

SECTION II: The Planning and Zoning Commission met on August 21, 2018 and voted to approve the rezoning from Agriculture "AG" to Single-Family "R-1" the following described real estate which consists of approximately 7.47 acres and is located generally south of Brunt Boulevard and north of U.S. Highway 60, in the City of Sikeston, New Madrid County, Missouri and legally described as follows:

"A TRACT OR PARCEL OF LAND BEING A PART OF U.S.P.S. NO. 643 AND U.S.P.S. 1127, TOWNSHIP 26 NORTH, RANGE 14 EAST, NEW MADRID COUNTY, MISSOURI AND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 5 IN BLOCK 1 OF SOUTH RIDGE ESTATES, 21ST ADDITION, TO THE CITY OF SIKESTON, NEW MADRID COUNTY, MISSOURI; THENCE S.09°44'28"E. ON AND ALONG THE WEST LINE OF SOUTH RIDGE ESTATES 21ST ADDITION TO THE CITY OF SIKESETON, NEW MADRID COUNTY,

MISSOURI A DISTANCE OF 538.99 FEET TO THE SOUTHWEST CORNER OF LOT 8 IN BLOCK 1 OF SOUTH RIDGE ESTATES, 21ST ADDITION TO THE CITY OF SIKESTON, NEW MADRID COUNTY, MISSOURI; THENCE S.65°33'09"W. ON AND ALONG THE NORTH R/W LINE OF U.S. HIGHWAY 60 A DISTANCE OF 561.96 FEET; THENCE N.23°17'46"W. A DISTANCE OF 520.60 FEET TO THE SOUTH R/W LINE OF BRUNT BOULEVARD; THENCE N.65°28'59"E. ON AND ALONG THE SOUTH R/W LINE OF BRUNT BOULEVARD A DISTANCE OF 688.32 FEET TO THE POINT OF BEGINNING. CONTAINING IN ALL 7.47 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS, IF ANY, AFFECTING THE SAME."

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

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

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

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

SECTION VII: Emergency Clause. To allow the developer to immediately begin the marketing of this tract, this matter is being presented as an emergency measure.

SECTION VIII: Record of Passage

- A. Bill Number 6119 was introduced and read the first time this 27th day of August 2018.
- B. Bill Number 6119 was read the second time and discussed this 6th day of September 2018. Councilman Gilmore moved to approve Bill Number 6119. The motion was seconded by Councilwoman White-Ross, discussed and the following roll call vote was recorded:

Gilmore Aye, Merideth Aye, Self Aye, Settles Aye, Evans Aye,
White-Ross Aye, and Burch Aye, thereby being passed.

- C. Upon passage by a majority of the Council, this Bill shall become Ordinance 6119 and shall be in full force and effect.

2nd Reading & Consideration, Bill #6120, Request to Approved Proposed Subdivision, South Ridge Estates 22nd Addition, Located South of Brunt Blvd. and North of US Highway 60

Councilwoman White-Ross moved for the second reading of Bill Number 6120. The motion was seconded by Councilman Settles and the following vote recorded:

Gilmore Aye, Merideth Aye, Self Aye, Settles Aye, Evans Aye,
White-Ross Aye, and Burch Aye, thereby being passed.

Counselor Leible presented the bill for reading.

Bill Number 6120

Ordinance Number 6120

THIS BILL AS APPROVED SHALL BECOME EMERGENCY ORDINANCE NUMBER 6120 PROVIDING FOR APPROVAL OF SUBDIVIDING A 7.47 ACRE TRACT OR PARCEL OF LAND BEING KNOWN AS SOUTH RIDGE ESTATES, 22ND ADDITION, CITY OF SIKESTON, NEW MADRID COUNTY, MISSOURI, AND WHICH GENERALLY LIES SOUTH OF BRUNT BOULEVARD AND NORTH OF U.S. HIGHWAY 60, IN THE CITY OF SIKESTON, NEW MADRID COUNTY, MISSOURI.

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

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

SECTION II: The Planning and Zoning Commission met on August 21, 2018 and passed a favorable recommendation to approve the subdividing of a tract or parcel of land the plat of which is attached hereto, marked Exhibit "A" and incorporated by reference and legally described as follows and known as South Ridge Estates, 22nd Addition to the City of Sikeston, New Madrid County, Missouri:

"A TRACT OR PARCEL OF LAND BEING A PART OF U.S.P.S. NO. 643 AND U.S.P.S. 1127, TOWNSHIP 26 NORTH, RANGE 14 EAST, NEW MADRID COUNTY, MISSOURI AND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 5 IN BLOCK 1 OF SOUTH RIDGE ESTATES, 21ST ADDITION, TO THE CITY OF SIKESTON, NEW MADRID COUNTY, MISSOURI; THENCE S.09°44'28"E. ON AND ALONG THE WEST LINE OF SOUTH RIDGE ESTATES 21ST ADDITION TO THE CITY OF SIKESETON, NEW MADRID COUNTY, MISSOURI A DISTANCE OF 538.99 FEET TO THE SOUTHWEST CORNER OF LOT 8 IN BLOCK 1 OF SOUTH RIDGE ESTATES, 21ST ADDITION TO THE CITY OF SIKESTON, NEW MADRID COUNTY, MISSOURI; THENCE S.65°33'09"W. ON AND ALONG THE NORTH R/W LINE OF U.S. HIGHWAY 60 A DISTANCE OF 561.96 FEET; THENCE N.23°17'46"W. A DISTANCE OF 520.60 FEET TO THE SOUTH R/W LINE OF BRUNT BOULEVARD; THENCE N.65°28'59"E. ON AND ALONG THE SOUTH R/W LINE OF BRUNT BOULEVARD A DISTANCE OF 688.32 FEET TO THE POINT OF BEGINNING. CONTAINING IN ALL 7.47 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS, IF ANY, AFFECTING THE SAME."

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

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

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

SECTION VI: Emergency Clause. To allow the developer to immediately begin the marketing of this tract, this matter is being presented as an emergency measure.

SECTION VII: Record of Passage

- A. Bill Number 6120 was introduced and read the first time this 27th day of August 2018.
- B. Bill Number 6120 was read the second time and discussed this 6th day of September 2018. Councilman Settles moved to approve Bill Number 6120. The motion was seconded by Councilman Gilmore, discussed and the following roll call vote was recorded:

Gilmore Aye, Merideth Aye, Self Aye, Settles Aye, Evans Aye,
White-Ross Aye, and Burch Aye, thereby being passed.

- C. Upon passage by a majority of the Council, this Bill shall become Ordinance 6120 and shall be in full force and effect.

2nd Reading & Consideration, Bill #6116, 4-Way Stop Sign at Wakefield & N. Ranney

Councilwoman White-Ross moved for the second reading of Bill Number 6116. The motion was seconded by Councilman Gilmore and the following vote recorded:

Gilmore Aye, Merideth Aye, Self Aye, Settles Aye, Evans Aye,
White-Ross Aye, and Burch Aye, thereby being passed.

Counselor Leible presented the bill for reading.

BILL NUMBER 6116

ORDINANCE NUMBER 6116

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6116 AND SHALL AMEND TITLE III, CHAPTER 300, SCHEDULE III, TABLE III-A OF THE UNIFORM TRAFFIC CODE ESTABLISHING ADDITIONAL TRAFFIC CONTROL MEASURES WITHIN THE CITY OF SIKESTON, MISSOURI.

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

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

SECTION II: The Traffic Committee did meet on August 21, 2018, and voted favorably to amend the uniform traffic code by the installation of stop signs at the intersection of North Ranney at Wakefield to create a four-way stop.

SECTION III: Title III, Chapter 300, Schedule III, Table III-A-Stop Locations; shall be amended to include as follows:

<u>Stop Sign</u>	<u>Sign Location</u>	<u>Controlled Traffic Movement</u>
North Ranney at Wakefield	NW Corner	South
North Ranney at Wakefield	SE Corner	North

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

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

SECTION VI: Record of Passage:

- A. Bill Number 6116 was introduced and read the first time this 27th day of August, 2018.
- B. Bill Number 6116 was read the second time and discussed on this 6th day of September 2018. Councilman Self moved to approve Bill Number 6116. The motion was seconded by Councilman Merideth, discussed and the following roll call vote was recorded:

Gilmore Aye, Merideth Aye, Self Aye, Settles Aye, Evans Aye,
White-Ross Aye, and Burch Aye, thereby being passed
becoming ordinance 6117.

- C. Ordinance 6116 shall be in full force and effect from and Saturday, October 6, 2018.

2nd Reading & Consideration, Bill #6117, Stop Sign at Glacier & Yellowstone

Councilman Merideth moved for the second reading of Bill Number 6117. The motion was seconded by Councilman Settles and the following vote recorded:

Gilmore Aye, Merideth Aye, Self Aye, Settles Aye, Evans Aye,
White-Ross Aye, and Burch Aye, thereby being passed
becoming ordinance 6117.

Counselor Leible presented the bill for reading.

BILL Number 6117

ORDINANCE Number 6117

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6117 AND SHALL AMEND TITLE III, CHAPTER 300, SCHEDULE III, TABLE III-A OF THE UNIFORM TRAFFIC CODE ESTABLISHING ADDITIONAL TRAFFIC CONTROL MEASURES WITHIN THE CITY OF SIKESTON, MISSOURI.

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

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

SECTION II: The Traffic Committee did meet on August 21, 2018 and voted favorably to amend the uniform traffic code by placing stop signs on Glacier at Yellowstone

SECTION III: Title III – Chapter 300 – Schedule III, Table III-A – Stop Locations; shall be amended by including the following:

<u>Stop Sign</u>	<u>Through Street</u>	<u>Sign</u>	<u>Controlled</u>
Glacier	Yellowstone	<u>Location</u>	<u>Traffic</u>
		NW Corner	<u>Movement</u>
			South

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

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

SECTION VI: Record of Passage:

- A. Bill Number 6117 was introduced and read the first time this 27th day of August, 2018.
- B. Bill Number 6117 was read the second time and discussed this 6th day of September, 2018. Councilman Gilmore moved to approve Bill Number 6117. The motion was seconded by Councilwoman Evans, discussed and the following roll call vote was recorded:

Gilmore Aye, Merideth Aye, Self Aye, Settles Aye, Evans Aye,
White-Ross Aye, and Burch Aye, thereby being passed.
becoming ordinance 6117.

- C. Ordinance 6117 shall be in full force and effect from and after Saturday, October 6, 2018.

BMU Rate Discussion

Board of Municipal Utilities (BMU) General Manager Rick Landers, BMU staff and board members and Mark Beauchamp, President of Utility Financial Solutions were on hand to answer questions from the public regarding the request from BMU to increase the rates for electric, sanitary sewer and water in the City of Sikeston starting October 1, 2018 continuing for the next three years. The bills for these rate increases will be considered for approval at the September 10th Council meeting.

ADJOURNMENT

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

Gilmore Aye, Merideth Aye, Self Aye, Settles Aye, Evans Aye,
White-Ross Aye, and Burch Aye, thereby being passed.

APPROVED:

STEVEN BURCH, MAYOR

ATTEST:

CARROLL L. COUCH, CITY CLERK

SEAL:

REGULAR CITY COUNCIL MEETING
MONDAY, SEPTEMBER 10, 2018

The regular Sikeston City Council meeting of September 10, 2018 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 Steven Burch and Councilmen Jon Gilmore, Ryan Merideth, Brian Self, Gerald Settles, Mary White-Ross and Karen Evans. Staff in attendance were: City Manager Jonathan Douglass, City Counselor Chuck Leible, City Clerk Carroll Couch, City Treasurer Karen Bailey, Deputy City Clerk Rhonda Council, Public Safety Director Mike Williams, Assistant Public Safety Director James McMillen, Public Works Director Jay Lancaster, Street Superintendent Brian Dial, Street Supervisor Darren Martin, Parks Director Dustin Care, Code Enforcement Manager Lorenzo Ware and Code Enforcement Officer Bruce Copeland.

APPROVAL OF CITY COUNCIL MINUTES

City Council minutes of August 6 and August 27, 2018 were presented for approval. Councilman Self moved to approve the minutes as presented. Councilman Merideth seconded the motion and the following roll call vote was recorded:

Gilmore Aye, Merideth Aye, Self Aye, Settles Aye,
White-Ross Aye, and Burch Aye, thereby being passed.

ACCEPTANCE OF BOARD AND COMMISSION MINUTES

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

Gilmore Aye, Merideth Aye, Self Aye, Settles Aye,
White-Ross Aye, and Burch Aye, thereby being passed.

ADVISORY BOARD COUNCIL LIAISON REPORTS

No reports were given.

ITEMS OF BUSINESS

2nd Reading & Consideration, Bill #6115, BMU Rate Increase - Electrical

Councilman Settles moved for the second reading of Bill Number 6115. The motion was seconded by Councilman Self and the following vote recorded:

Gilmore Aye, Merideth Aye, Self Aye, Settles Aye,
White-Ross Aye, and Burch Aye, thereby being passed.

Counselor Leible presented the bill for reading.

BILL NUMBER 6115

ORDINANCE NUMBER 6115

A BILL, WHICH UPON ADOPTION AND PASSAGE SHALL BECOME ORDINANCE NUMBER 6115 AUTHORIZING AND ESTABLISHING ELECTRICAL CHARGES AND RATES FOR THE CITY OF SIKESTON.

WHEREAS, the Board of Municipal Utilities has determined that electrical rate increases are necessary and proper to maintain the economic viability of the municipal utility system, and

WHEREAS, the City Council believes an increase in rates is in the overall best interest of the residents of Sikeston.

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

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

SECTION II: The electric rates to be charged by the Board of Municipal Utilities from and after October 1, 2018 shall be as set forth on Exhibit "A" which is attached hereto and incorporated by reference.

SECTION III: The electric rates to be charged by the Board of Municipal Utilities from and after January 1, 2019 shall be as set forth on Exhibit "B" which is attached hereto and incorporated by reference.

SECTION IV: The electric rates to be charged by the Board of Municipal Utilities from and after October 1, 2019 shall be as set forth on Exhibit "C" which is attached hereto and incorporated by reference.

SECTION V: The electric rates to be charged by the Board of Municipal Utilities from and after January 1, 2020 shall be as set forth on Exhibit "D" which is attached hereto and incorporated by reference.

SECTION VI: The electric rates to be charged by the Board of Municipal Utilities from and after October 1, 2020 shall be as set forth on Exhibit "E" which is attached hereto and incorporated by reference.

SECTION VII: The electric rates to be charged by the Board of Municipal Utilities from and after January 1, 2021 shall be as set forth on Exhibit "F" which is attached hereto and incorporated by reference.

SECTION VIII: The Mayor and/or City Clerk are authorized to execute any and all documents necessary to implement said rate changes.

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

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

SECTION XI: Record of Passage:

A. Bill Number 6115 was introduced and read the first time this 27th day of August, 2018.

B. Bill Number 6115 was read the second time and discussed on this 10th day of September, 2018. Councilman Settles moved to approve Bill Number 6115. The motion was seconded by Councilman Gilmore, discussed and the following roll call vote was recorded:

Gilmore Aye, Merideth Aye, Self Aye, Settles Aye,
White-Ross Aye, and Burch Aye, thereby being passed
and becoming Ordinance 6115.

C. Ordinance 6115 shall be in full force and effect from and after October 10, 2018.

2nd Reading & Consideration, Bill #6122, BMU Rate Increase - Sanitary Sewer

Councilwoman White-Ross moved for the second reading of Bill Number 6122. The motion was seconded by Councilman Gilmore and the following vote recorded:

Gilmore Aye, Merideth Aye, Self Aye, Settles Aye,
White-Ross Aye, and Burch Aye, thereby being passed
and becoming Ordinance 6122.

Counselor Leible presented the bill for reading.

BILL NUMBER 6122

ORDINANCE NUMBER 6122

A BILL, WHICH UPON ADOPTION AND PASSAGE SHALL BECOME ORDINANCE NUMBER 6122 AUTHORIZING AND ESTABLISHING SANITARY SEWER CHARGES AND RATES FOR THE CITY OF SIKESTON.

WHEREAS, the Board of Municipal Utilities has determined that sanitary sewer rate increases are necessary and proper to maintain the economic viability of the municipal utility system, and

WHEREAS, the City Council believes an increase in rates is in the overall best interest of the residents of Sikeston.

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

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

SECTION II: The sanitary sewer rates to be charged by the Board of Municipal Utilities from and after January 1, 2019 shall be as set forth on Exhibit "A" which is attached hereto and incorporated by reference.

SECTION III: The sanitary sewer rates to be charged by the Board of Municipal Utilities from and after January 1, 2020 shall be as set forth on Exhibit "B" which is attached hereto and incorporated by reference.

SECTION IV: The sanitary rates to be charged by the Board of Municipal Utilities from and after January 1, 2021 shall be as set forth on Exhibit "C" which is attached hereto and incorporated by reference.

SECTION V: The Mayor and/or City Clerk are authorized to execute any and all documents necessary to implement said rate changes.

SECTION VI: General Repealer Section. Any 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, then the remaining part or parts shall be severable and shall continue in full force and effect.

SECTION VIII: Record of Passage:

A. Bill Number 6122 was introduced and read the first time this 27th day of August, 2018.

B. Bill Number 6122 was read the second time and discussed on this 10th day of September, 2018. Councilman Gilmore moved to approve Bill Number 6122. The motion was seconded by Councilman Self and he following vote recorded:

Gilmore Aye, Merideth Aye, Self Aye, Settles Aye,
White-Ross Aye, and Burch Aye, thereby being passed
and becoming Ordinance 6122.

C. Ordinance 6122 shall be in full force and effect from and after October 10, 2018.

2nd Reading & Consideration, Bill #6123, BMU Rate Increase - Water

Councilman Self moved for the second reading of Bill Number 6123. The motion was seconded by Councilman Merideth and the following vote recorded:

Gilmore Aye, Merideth Aye, Self Aye, Settles Aye,
White-Ross Aye, and Burch Aye, thereby being passed.

Counselor Leible presented the bill for reading.

BILL NUMBER 6123

ORDINANCE NUMBER 6123

A BILL, WHICH UPON ADOPTION AND PASSAGE SHALL BECOME ORDINANCE NUMBER 6123 AUTHORIZING AND ESTABLISHING WATER CHARGES AND RATES FOR THE CITY OF SIKESTON.

WHEREAS, the Board of Municipal Utilities has determined that water rate increases are necessary and proper to maintain the economic viability of the municipal utility system, and

WHEREAS, the City Council believes an increase in rates is in the overall best interest of the residents of Sikeston.

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

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

SECTION II: The water rates to be charged by the Board of Municipal Utilities from and after January 1, 2019 shall be as set forth on Exhibit "A" which is attached hereto and incorporated by reference.

SECTION III: The water rates to be charged by the Board of Municipal Utilities from and after January 1, 2020 shall be as set forth on Exhibit "B" which is attached hereto and incorporated by reference.

SECTION IV: The water rates to be charged by the Board of Municipal Utilities from and after January 1, 2021 shall be as set forth on Exhibit "C" which is attached hereto and incorporated by reference.

SECTION V: The Mayor and/or City Clerk are authorized to execute any and all documents necessary to implement said rate changes.

SECTION VI: General Repealer Section. Any 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, then the remaining part or parts shall be severable and shall continue in full force and effect.

SECTION VIII: Record of Passage:

A. Bill Number 6123 was introduced and read the first time this 27th day of August, 2018.

B. Bill Number 6123 was read the second time and discussed on this 10th day of September, 2018. Councilman Self moved to approve Bill Number 6123. The motion was seconded by Councilman Merideth, discussed and the following roll call vote was recorded:

Gilmore Aye, Merideth Aye, Self Aye, Settles Aye,
White-Ross Aye, and Burch Aye, thereby being passed.
and becoming Ordinance 6123.

C. Ordinance 6123 shall be in full force and effect from and after October 10, 2018.

Boards and Commissions Appointments

Councilman Merideth nominated Harvey Cooper as a full member for reappointment for a first full term on the Board of Adjustments. The nominations were seconded by Councilman Gilmore and the following roll call vote recorded:

Gilmore Aye, Merideth Aye, Self Aye, Settles Aye,
White-Ross Aye, and Burch Aye, thereby being passed.

Councilman Gilmore nominated Michael Limbaugh and Reade Ferguson for reappointment to Board of Appeals. The nomination was seconded by Councilman Merideth and the following roll call vote recorded:

Gilmore Aye, Merideth Aye, Self Aye, Settles Aye,
White-Ross Aye, and Burch Aye, thereby being passed.

Mayor Burch tabled the appointment to Board of Municipal Utilities to the next meeting pending review of qualifications pertaining to the number of terms that a member may serve.

Councilman Merideth nominated Britt McConnell for reappointment to the Enhanced Enterprise Zone Board. The nomination was seconded by Councilman Settles and the following vote recorded:

Gilmore Aye, Merideth Aye, Self Aye, Settles Aye,
White-Ross Aye, and Burch Aye, thereby being passed.

Councilwoman White-Ross nominated Harry Howard for a first term appointment to the Housing Authority Board of Commissioners. The nomination was seconded by Councilman Gilmore and the following vote recorded:

Gilmore Aye, Merideth Aye, Self Aye, Settles Aye,
White-Ross Aye, and Burch Aye, thereby being passed.

Councilman Gilmore nominated Gordon Waller for a first term appointment to the Housing Authority Board of Commissioners. The nomination was seconded by Councilman Merideth and the following vote recorded:

Gilmore Aye, Merideth Aye, Self Aye, Settles Aye,
White-Ross Aye, and Burch Aye, thereby being passed.

Councilman Self nominated Matthew Wright for reappointment to the LCRA Commission. The nomination was seconded by Councilman Merideth and the following vote recorded:

Gilmore Aye, Merideth Aye, Self Aye, Settles Aye,
White-Ross Aye, and Burch Aye, thereby being passed.

Councilman Self nominated Ellen Brandom, Jared Straton and Charlotte York for reappointment to the Park Board. The nomination was seconded by Councilman Settles and the following vote recorded:

Gilmore Aye, Merideth Aye, Self Aye, Settles Aye,
White-Ross Aye, and Burch Aye, thereby being passed.

Councilman Self nominated Gordon Jones for reappointment and Larry Hancock for first term appointment to the Planning and Zoning Commission. The nominations were seconded by Councilman Gilmore. The following roll call vote was recorded:

Gilmore Aye, Merideth Aye, Self Aye, Settles Aye,
White-Ross Aye, and Burch Aye, thereby being passed.

Councilwoman Evans nominated Jeff Hay and David Teachout for reappointment to the DPS Advisory Board. The nominations were seconded by Councilman Settles and the following roll call vote recorded:

Gilmore Aye, Merideth Aye, Self Aye, Settles Aye,
White-Ross Aye, and Burch Aye, thereby being passed.

Councilman White-Ross nominated Bobby Tyrone, Carrie Lape and Michael Harris for reappointment to the Rental Ordinance Appeals Board. The nomination was seconded by Councilman Gilmore and the following roll call vote recorded:

Gilmore Aye, Merideth Aye, Self Aye, Settles Aye,
White-Ross Aye, and Burch Aye, thereby being passed.

Councilwoman White-Ross nominated Madeline Bell and Megan McGill-Knight for reappointment and Holly Greene for a first term appointment to the Sikeston Pet & Animal Welfare Services (PAWS) Advisory Board. The nomination was seconded by Councilwoman Evans and the following roll call vote recorded:

Gilmore Aye, Merideth Aye, Self Aye, Settles Aye,
White-Ross Aye, and Burch Aye, thereby being passed.

Councilman Merideth nominated Nathan Cox and Matt Wright for reappointment on the Tax Increment Finance Commission. The nomination was seconded by Councilwoman White-Ross and the following roll call vote recorded:

Gilmore Aye, Merideth Aye, Self Aye, Settles Aye,
White-Ross Aye, and Burch Aye, thereby being passed.

Councilman Gilmore nominated Phil Boyer and Aaron Boldrey for a first term appointment on the Tourism Advisory Board. The nomination was seconded by Councilwoman Evans and the following vote recorded:

Gilmore Aye, Merideth Aye, Self Aye, Settles Aye,
White-Ross Aye, and Burch Aye, thereby being passed.

Councilwoman White-Ross nominated Anna Warf, Jim McClure and Emory McCauley for reappointment and Fred Thornton and Missy Marshall to a first term on the Traffic Committee. The motion was seconded by Councilman Merideth and the following roll call vote recorded:

Gilmore Aye, Merideth Aye, Self Aye, Settles Aye,
White-Ross Aye, and Burch Aye, thereby being passed.

Councilwoman White-Ross nominated Trisha Bill, Jeff Hay and Carolyn Harris for reappointment and Mary Below, Toni Dee, and Agnes Mason and Mike Ziegenhorn to first terms on the SEMO University-Sikeston Campus Advisory Council. The motion was seconded by Councilman Merideth and the following roll call vote recorded:

Gilmore Aye, Merideth Aye, Self Aye, Settles Aye,
White-Ross Aye, and Burch Aye, thereby being passed.

Review of the Final 2017 Underwriting Year Experience Statement Package

City Treasurer Karen Bailey and Deke Lape of Mitchell Insurance briefed Council on the findings of the final Underwriting Year Experience Statement Package which resulted in the city being able to receive a \$74,555 profit distribution check. This is due in part to employees taking initiative in their health care choices and also three years with no increase in health premiums. Staff has been asked to use some of the funding on future wellness programs for City employees.

Bill Number 6113, Establishing Regulations for Lawful Operations of Golf Carts within the City of Sikeston

Councilman Self moved for the first reading of Bill Number 6113. The motion was seconded by Councilman Merideth and the following vote recorded:

Gilmore Aye, Merideth Aye, Self Aye, Settles Aye,
White-Ross Aye, and Burch Aye, thereby being passed.

Counselor Leible presented the bill for reading. This bill as approved shall become Ordinance Number 6113 and shall amend Chapter 340 "Miscellaneous Driving Rules" of the Sikeston Municipal Code regarding the operation of golf carts upon public streets within the City of Sikeston, Missouri.

1st & 2nd Reading, Emergency Bill #6121, Approval of State Block Agreement & Airport Layout Plan on Project 18-077B-1

Councilman Self moved for the first reading of Bill Number 6121. The motion was seconded by Councilwoman Evans and the following vote recorded:

Gilmore Aye, Merideth Aye, Self Aye, Settles Aye,
White-Ross Aye, and Burch Aye, thereby being passed.

Counselor Leible presented the bill for reading. This bill as approved shall become emergency Ordinance Number 6121, authorizing the Mayor to execute a contract between the City of Sikeston, Missouri and the Missouri Highways and Transportation Commission for Project #18-077B-1 for airport layout plan update.

Councilman Settles moved for the second reading of Bill Number 6121. The motion was seconded by Councilwoman Evans and the following vote recorded:

Gilmore Aye, Merideth Aye, Self Aye, Settles Aye,
White-Ross Aye, and Burch Aye, thereby being passed.

Counselor Leible presented the bill for a second reading.

Bill No. 6121

Ordinance No. 6121

THIS BILL AS APPROVED SHALL BECOME EMERGENCY ORDINANCE NUMBER 6121 AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF SIKESTON, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR PROJECT# 18-077B-1 FOR AIRPORT LAYOUT PLAN UPDATE.

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

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

SECTION II: That the Agreement set forth on "Exhibit A" set forth the various responsibilities and liabilities of the parties regarding the State Block Grant Agreement for Project# 18-077B-1.

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

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

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

SECTION VI: Emergency Clause. This Ordinance is adopted as an emergency measure to comply with Missouri Highways and Transportation Commission requirements.

SECTION VII: Record of Passage:

A. Bill Number 6121 was introduced to Council and read the first time this 10th day of September 2018.

B. Bill Number 6121 was read the second time this 10th day of September 2018. Councilman Gilmore moved to approve Bill Number 6121. The motion was seconded by Councilman Self, discussed and the following roll call vote recorded:

Gilmore Aye, Merideth Aye, Self Aye, Settles Aye,
White-Ross Aye, and Burch Aye, thereby being passed,
and becoming ordinance 6121.

C. Upon passage by a majority of the Council, this Bill shall become Ordinance 6121 and shall be in full force and effect.

Monument /Wayfinding Sign Locations

City Manager Douglass briefed Council on the final phase of the wayfinding/monument signs for the City of Sikeston. All wayfinding signs are in place, leaving the monument signs needing to be installed. Potential locations for these signs were the railroad right-of-way near the Sikeston/Miner city limits (west of Edwards Ave. near MoDOT maintenance yard) and in Matthews Park facing westbound on Highway 60/Future I-57 traffic. Because of other possible locations that may be considered, this item was tabled for further review.

Award Contract to MUSCO Lighting for Lighting Upgrade

MUSCO Lighting submitted a quote through the National Joint Powers Alliance in the amount of \$34,000 to upgrade baseball and softball field lighting at the Complex. The quote is to install a

Control-Link Cabinet for Fields #1-4 and #5-8. The Control-Link Cabinet is designed for the field lights to be set on timers.

Councilman Self motioned to award the lighting upgrade contract to MUSCO Lighting in the amount of \$34,000. The motion was seconded by Councilman Gilmore and the following roll call vote was recorded:

Gilmore Aye, Merideth Aye, Self Aye, Settles Aye,
White-Ross Aye, and Burch Aye, thereby being passed.

Briefing: New Madrid County Flood Plain Project

Public Works Director Lancaster briefed Council on the revised New Madrid County flood plain map. According to SEMA's updated map, areas in the southern portion of Sikeston which were added to the floodplain as part of the February update have been removed.

Approval of Land Lease for Airport Hanger

Councilman Settles moved to approve the airport ground lease for an airport hanger for James and Cynthia Brown in the amount of \$1,000 per year beginning July 1, 2018 and expiring June 30, 2023. Councilman Gilmore second the motion and the following roll call vote was recorded:

Gilmore Aye, Merideth Aye, Self Aye, Settles Aye,
White-Ross Aye, and Burch Aye, thereby being passed.

Discuss and Authorize Potential Transportation Alternative Program Applications

The Missouri Department of Transportation (MoDOT) will be accepting applications for the Transportation Alternatives Program (TAP). These are projects for bicycle/pedestrian facilities and/or ADA improvements to existing facilities. The applications are due November 2, 2018 and they must seek a minimum of \$100,000 and a maximum of \$400,000 and projects must have a 20% match or more. Some items of possible consideration for the City of Sikeston to submit include: Rail to Trail-Phase 2, Safe Route to School-North West Street (Salcedo to Malone), Recreation Trail-along Salcedo Road, and Downtown Revitalization-Phase 2.

Council asked to table this item for future discussion and authorization.

ADJOURNMENT INTO EXECUTIVE SESSION

Councilman Self moved to adjourn into executive session for the discussion of property [RSMO 610.021 (2)]. The motion was seconded by Councilman Merideth and the following roll call vote recorded:

Gilmore Aye, Merideth Aye, Self Aye, Settles Aye,
White-Ross Aye, and Burch Aye, thereby being passed.

Mayor Burch called the executive session to order. Present were: Mayor Steven Burch and Councilmen Jon Gilmore, Ryan Merideth, Brian Self, Gerald Settles, Mary White-Ross and Councilwoman Evans. Staff in attendance were: City Manager Jonathan Douglass, City Counselor Chuck Leible, City Clerk Carroll Couch, City Treasurer Karen Bailey, Deputy City

Clerk Rhonda Council, Public Safety Director Mike Williams, and Public Works Director Jay Lancaster.

Gilmore Aye, Merideth Aye, Self Aye, Settles Aye,
White-Ross Aye, and Burch Aye, thereby being passed.

No action was taken in executive session.

ADJOURNMENT OUT OF EXECUTIVE SESSION

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

Gilmore Aye, Merideth Aye, Self Aye, Settles Aye,
White-Ross Aye, and Burch Aye, thereby being passed.

ADJOURNMENT

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

Gilmore Aye, Merideth Aye, Self Aye, Settles Aye,
White-Ross Aye, and Burch Aye, thereby being passed.

APPROVED:

STEVEN BURCH, MAYOR

ATTEST:

CARROLL L. COUCH, CITY CLERK

SEAL:

SPECIAL CITY COUNCIL MEETING
MONDAY, SEPTEMBER 24, 2018

The special Sikeston City Council meeting of September 24, 2018 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 Pro Tem Brian Self and Councilmen Gerald Settles, Mary White-Ross, Karen Evans and Ryan Merideth. Mayor Steven Burch was absent. Staff in attendance were: City Manager Jonathan Douglass, City Counselor Chuck Leible, City Treasurer Karen Bailey, Deputy City Clerk Rhonda Council, Public Safety Director Mike Williams, Public Works Director Jay Lancaster, Street Superintendent Brian Dial, Street Supervisor Darren Martin and Parks Director Dustin Care.

ITEMS OF BUSINESS

Appointment to BMU Board

Councilman Gilmore moved to reappoint Alan Keenan to the Board of Municipal Utilities. The motion was seconded by Councilwoman White-Ross and the following vote recorded:

Gilmore Aye, Merideth Aye, Self Aye, Settles Aye, Evans Aye,
White-Ross Aye, and Burch Absent, thereby being passed.

Appointment to Tourism Advisory Board

Councilman Merideth moved to appoint Brooke Buchanan to the Tourism Advisory Board. The motion was seconded by Councilman Settles and the following vote recorded:

Gilmore Aye, Merideth Aye, Self Aye, Settles Aye, Evans Aye,
White-Ross Aye, and Burch Absent, thereby being passed.

Appointment to SEMO University - Sikeston Advisory Council

Councilman Gilmore moved to reappoint Freida Cardwell to the SEMO University - Sikeston Advisory Council. The motion was seconded by Councilman Merideth and the following vote recorded:

Gilmore Aye, Merideth Aye, Self Aye, Settles Aye, Evans Aye,
White-Ross Aye, and Burch Absent, thereby being passed.

There is still one position left to fill on this advisory council. Will post on social media to see if we get any candidates interested in serving on this committee.

Memo of Understanding with Sikeston Housing Authority

The City of Sikeston has maintained a contractual Memorandum of Understanding Agreement with the Sikeston Public Housing Authority in which the City provides additional police services for their properties and in return, the Housing Authority reimburses the City for all associated costs. In order to continue receiving reimbursements, it is recommended that the Memo of Understanding be renewed.

Councilwoman White-Ross moved to approve the 5-year Memo of Understanding with the Sikeston Public Housing Authority. The motion was seconded by Councilman Merideth and the following vote recorded:

Gilmore Aye, Merideth Aye, Self Aye, Settles Aye, Evans Aye,
White-Ross Aye, and Burch Absent, thereby being passed.

License Agreement with Brooke Buchanan, Personal Expressions, Regarding Use of Alley

Brooke Buchanan is the owner of Personal Expressions and she recently rented the old Otasco building directly across the alley from her building. She will be moving retail space into the Otasco building and would like for patrons to pass between the buildings in the alley space. In addition, she would like to fence in the space between the two stores.

The license agreement with Ms. Buchanan and the City of Sikeston to allow the above use of alley space will include the following conditions:

- West bound traffic on the east side of the alley can exit through the North parking lot
- Any fencing must have a minimum 10'-6" wide gate or removable panel
- The alley can be reopened at a later time should the City determine it needed

Councilman Gilmore moved to approve the license agreement between the City of Sikeston and Brooke Buchanan with the understanding that her business will carry liability insurance coverage. The motion was seconded by Councilman Merideth and the following vote recorded:

Gilmore Aye, Merideth Aye, Self Aye, Settles Aye, Evans Aye,
White-Ross Aye, and Burch Absent, thereby being passed.

Authorization for Repairs at Airport Fuel Facility

Sikeston Municipal Airport fuel supplier, Eastern Aviation, conducted a quality control inspection of the airport's fuel system and found numerous issues. Several of these issues are in violation of minimum federal standards and require immediate repairs.

One bid was received from Rebel Services of Ripley, MS in the amount of \$10,616.44. Because these repairs were unknown during budget prep, they are not included in the current budget.

Councilman Settles moved to authorize extending the contract with Eastern Aviation from 3 to 5 years, have the City pay 50% of the cost for repairs (\$5,308.22) and Eastern Aviation paying the other half with no further recovery fees from Eastern Aviation. The motion was seconded by Councilman Merideth and the following vote recorded:

Gilmore Aye, Merideth Aye, Self Aye, Settles Aye, Evans Aye,
White-Ross Aye, and Burch Absent, thereby being passed.

1st & 2nd Reading, Emergency Bill #6124, Authorizing Approval of Municipal and Cost Appointment Agreement for the Route 62, 61 and 114 Pavement Improvement Projects

Councilman Settles moved for the first reading of Bill Number 6124. The motion was seconded by Councilwoman Evans and the following vote recorded:

Gilmore Aye, Merideth Aye, Self Aye, Settles Aye, Evans Aye,
White-Ross Aye, and Burch Absent, thereby being passed.

Counselor Leible presented Bill Number 6124 for reading, this bill as approved shall become emergency Ordinance Number 6124 authorizing the Mayor to execute a contract between the City of Sikeston, Missouri and the Missouri Highways and Transportation Commission for the Route 62-J9S3271, Route 61-J9S3282 and Route 114-J9S3287 Pavement Improvement Projects.

This Ordinance is adopted as an emergency measure to comply with Missouri Highways and Transportation Commission requirements.

Councilman Gilmore moved for the second reading of Bill Number 6124. The motion was seconded by Councilman Settles and the following vote recorded:

Gilmore Aye, Merideth Aye, Self Aye, Settles Aye, Evans Aye,
White-Ross Aye, and Burch Absent, thereby being passed.

Counselor Leible presented the bill for a second reading.

Bill No. 6124

Ordinance No. 6124

THIS BILL AS APPROVED SHALL BECOME EMERGENCY ORDINANCE NUMBER 6124 AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF SIKESTON, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR THE ROUTE 62- J9S3271, ROUTE 61- J9S3282, AND ROUTE 114- J9S3287 PAVEMENT IMPROVEMENT PROJECTS.

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

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

SECTION II: That the Agreement set forth on "Exhibit A" set forth the various responsibilities and liabilities of the parties regarding the Municipal and Cost Apportionment Agreement.

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

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

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

SECTION VI: Emergency Clause. This Ordinance is adopted as an emergency measure to comply with Missouri Highways and Transportation Commission requirements.

SECTION VII: Record of Passage:

- A. Bill Number 6124 was introduced to Council and read the first time this 24th day of September 2018.
- B. Bill Number 6124 was read the second time and discussed on this 24th day of September, 2018. Councilman Settles moved to approve Bill Number 6109. The motion was seconded by Councilman Merideth, discussed and the following roll call vote recorded:

Gilmore Aye, Merideth Aye, Self Aye, Settles Aye, Evans Aye,
White-Ross Aye, and Burch Absent, thereby being passed.

Authorization to Proceed with the Transportation Alternatives Program

Missouri Department of Transportation is accepting applications for the Transportation Alternatives Program (TAP) which are for projects regarding bicycle/pedestrian facilities and/or ADA Improvements to existing facilities. They must seek a minimum of \$100,000 and a maximum of \$400,000 with a 20% match or more. Applications are due by November 2, 2018.

Councilman Gilmore moved to authorize proceeding with the TAP Application and submit a request for installation of sidewalks along North West Street to Salcedo Road for Safe Route to School. Councilman Settles seconded the motion and the following vote recorded:

Gilmore Aye, Merideth Aye, Self Aye, Settles Aye, Evans Aye,
White-Ross Aye, and Burch Absent, thereby being passed.

Other Items

On behalf of the Mayor, City Manager Douglass discussed the idea of possibly leasing out some empty space upstairs at City Hall for possible residential development. If considered, would need to send out letters of interest to potential developers.

ADJOURNMENT

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

Gilmore Aye, Merideth Aye, Self Aye, Settles Aye, Evans Aye,
White-Ross Aye, and Burch Absent, thereby being passed.

APPROVED:

STEVEN BURCH, MAYOR

ATTEST:

CARROLL L. COUCH, CITY CLERK

SEAL:

SPECIAL COMMUNITY MEETING
OCTOBER 9, 2018

The Special Community Meeting of October 9, 2018 was called to order at 11:30 a.m. at the Fox Haven Country Club in Sikeston. Present at the meeting were: Mayor Steven Burch and Councilmembers Jon Gilmore, Ryan Merideth and Gerald Settles. Staff in attendance was City Manager Jonathan Douglass.

ITEMS OF BUSINESS

Mayor Burch led a discussion of future infrastructure and facility needs for the City, School District and BMU. No action was taken.

ADJOURNMENT

There being no further business the meeting was adjourned.

APPROVED:

STEVEN BURCH, MAYOR

ATTEST:

CARROLL COUCH, CITY CLERK

SEAL:

SPECIAL CITY COUNCIL MEETING
OCTOBER 22, 2018

The special Sikeston City Council meeting of October 22, 2018 was called to order at 7:30 a.m. in the City Council Chambers, located at 105 East Center, Sikeston. Present at the meeting were: Mayor Steven Burch and Councilmen Jon Gilmore, Gerald Settles, Karen Evans, Ryan Merideth, Mary White-Ross and Councilman Brian Self. Staff in attendance were: City Manager Jonathan Douglass, City Clerk Carroll Couch, City Treasurer Karen Bailey, Deputy City Clerk Rhonda Council, Assistant Public Safety Director James McMillen, Public Works Director Jay Lancaster, Street Superintendent Brian Dial, Street Supervisor Darren Martin and Parks Director Dustin Care.

ITEMS OF BUSINESS

Consideration of Christmas Eve Holiday

City employees receive ½ day off for Christmas Eve. This year, Christmas Eve falls on a Monday. Staff requested the City Council consider giving employees the full day off.

Councilman Gilmore moved to authorize City employees having a full day off for Christmas Eve. The motion was seconded by Councilwoman White-Ross and the following vote recorded:

Gilmore Aye, Merideth Aye, Self Aye, Settles Aye, Evans Aye,
White-Ross Aye, and Burch Aye, thereby being passed.

Award Bid #19-19, Maintenance Building Concrete Walls

Staff sought bids for labor to lay concrete blocks for the BMX storage building expansion in the Recreation Complex. Bid specs were sent to four contractors, but only one bid was submitted which was from Quertermous Masonry for \$12,592.00.

Councilman Self moved to award the bid for laying concrete block for the BMX storage building expansion to Quertermous Masonry in the amount of \$12,592.00. The motion was seconded by Councilman Gilmore and the following vote recorded:

Gilmore Aye, Merideth Aye, Self Aye, Settles Aye, Evans Aye,
White-Ross Aye, and Burch Aye, thereby being passed.

Award Domestic Violence Surcharge

A \$4.00 Domestic Violence Shelter Surcharge is placed on all municipal court convictions. These funds are retained by the City and distributed via an application process to domestic violence shelters serving the municipality.

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

Councilman Settles moved to award the Domestic Violence Shelter Surcharge funds to the House of Refuge for Abused and Battered Women in the amount of \$8,000. The motion was seconded by Councilman Merideth and the following vote recorded:

Gilmore Aye, Merideth Aye, Self Aye, Settles Aye, Evans Aye,
White-Ross Aye, and Burch Aye, thereby being passed.

Appointment to SEMO University - Sikeston Campus Advisory Council

During the Council meeting on September 24, it was indicated there was one more position to fill on the SEMO University - Sikeston Advisory Council but we did not have any applications in our Resource Bank. We are in receipt of an application from John Leible, a resident of Sikeston, who seeks to serve on this advisory council.

Councilman Merideth motioned to appoint John Leible to the SEMO University - Sikeston Campus Advisory Council. The motion was seconded by Councilman Self and the following vote recorded:

Gilmore Aye, Merideth Aye, Self Aye, Settles Aye, Evans Aye,
White-Ross Aye, and Burch Aye, thereby being passed.

Appointment to LCRA Board

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

Requirements for appointment:

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

Resource Bank Applicants:

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

Councilwoman White-Ross motioned to appoint Agnes Mason to the LCRA Board. The motion was seconded by Councilman Gilmore and the following vote recorded:

Gilmore Aye, Merideth Aye, Self Aye, Settles Aye, Evans Aye,
White-Ross Aye, and Burch Aye, thereby being passed.

Award Purchase of Pickup Trucks for Public Works

In multiple Public Works Divisions 5 vehicles were included in the current fiscal year budget. Staff is requesting the authorization to order four (4) work trucks for the price of \$26,090 each

for the following DPW Divisions: Parks, Airport, Garage, and Code from Don Brown Chevrolet per the still current state bids for a ½ Ton 4WD Extended Cab Work Truck.

Councilman Self moved to authorize the purchase of four (4) 1/2 ton 4WD extended cab work trucks priced at \$26,090 each from Don Brown Chevrolet. Councilman Merideth seconded the motion and the following vote recorded:

Gilmore Aye, Merideth Aye, Self Aye, Settles Aye, Evans Aye,
White-Ross Aye, and Burch Aye, thereby being passed.

Award Rail Trail Construction Bid #19-23 (Phase 1)

Five (5) bids were received for the rail trail construction project. The low bid was from Hessling Construction from Dexter, MO. in the amount of \$360,570.96. Phase 1 of this project is on Malone Avenue starting at the west end of the Depot to Main Street.

Councilwoman White-Ross moved to award Bid #19-23, Rail Trail Construction Bid (Phase 1) to Hessling Construction in the amount of \$360,570.96. The motion was seconded by Councilman Gilmore and the following vote recorded:

Gilmore Aye, Merideth Aye, Self Aye, Settles Aye, Evans Aye,
White-Ross Aye, and Burch Aye, thereby being passed.

Renewal of Employee Health Insurance

The City is completing its fourth year in a self-insured plan. For the fourth year in a row, employees will not have an increase in premium.

Councilman Gilmore moved to renew the Alliance Healthcare Coalition employee health insurance plan. Councilman Merideth seconded the motion and the following vote recorded:

Gilmore Aye, Merideth Aye, Self Aye, Settles Aye, Evans Aye,
White-Ross Aye, and Burch Aye, thereby being passed.

Request from Tetra-Pak for Sale of Portion of Railroad Right-of-Way

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

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

Councilman Gilmore moved to authorize the sale of the portion of railroad right-of-way adjacent to Tetra Pak with the understanding they are to include the specific usage of this property. The motion was seconded by Councilman Merideth and the following vote recorded:

Gilmore Ave, Merideth Ave, Self Ave, Settles Ave, Evans Ave,
White-Ross Ave, and Burch Ave, thereby being passed.

Resolution 18-10-01, Supporting Future I-57 Project

This resolution is to support the improvement of Highway 60 from Sikeston to Poplar Bluff and Highway 67 from Poplar Bluff to the Arkansas State Line, to become Interstate 57, and the construction of a grade separated interchange at the intersection of South Ingram and Highway 60/Future I-57 in Sikeston, Missouri.

RESOLUTION 18-10-01

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

WHEREAS, The City of Sikeston supports the upgrade of Highway 60 to interstate standards along with other highways in the Future I-57 Corridor; and

WHEREAS, The City of Sikeston recognizes the need to expand the City's footprint south of Highway 60/Future I-57 to support housing and commercial development; and

WHEREAS, The City of Sikeston has purchased land and begun development of a new 265 acre industrial park south of Highway 60/Future I-57; and

WHEREAS, The City of Sikeston supports the safe movement of traffic on and off of Highway 60/Future I-57 at Sikeston; and

WHEREAS, The City of Sikeston supports good access to existing businesses and neighborhoods once Highway 60 is upgraded to interstate access standards, via outer roads leading to grade separated interchanges; and

WHEREAS, The City of Sikeston recognizes the importance of Three Rivers College Sikeston Campus to the Southeast Missouri and Bootheel Region; and

WHEREAS, The City of Sikeston supports development of a long range transportation plan in conjunction with MoDOT, Scott County, and New Madrid County; and

WHEREAS, For the reasons outlined above the City of Sikeston supports and endorses the construction of a new grade separated interchange at the intersection of South Ingram Road and Highway 60/Future I-57, along with supporting and connecting service and frontage roads, and removal of all at-grade crossings between I-55 and US 61; and,

WHEREAS, The City of Sikeston, New Madrid County, and the Sikeston Area Economic Development Corporation are working together on promotion of this project and review of funding sources;

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

Councilman Self moved to adopt Resolution 18-10-01 to support the necessary closure of at grade crossings in favor of outer roads leading to interchanges. The motion was seconded by Councilman Settles and the following vote recorded:

Gilmore Aye, Merideth Aye, Self Aye, Settles Aye, Evans Aye,
White-Ross Aye, and Burch Aye, thereby being passed.

1st Reading, Bill #6125, Authorization to Change George E. Day Parkway from Colonel to General

Councilman Self moved for the first reading of Bill Number 6125. The motion was seconded by Councilman Settles and the following vote recorded:

Gilmore Aye, Merideth Aye, Self Aye, Settles Aye, Evans Aye,
White-Ross Aye, and Burch Aye, thereby being passed.

City Clerk Couch presented Bill Number 6125 for reading, this bill as approved shall become Ordinance Number 6125, changing the name of Colonel George E. Day Parkway to General George E. Day Parkway.

1st Reading, Bill #6126, Extension of Cell Tower Lease

Councilwoman Evans moved for the first reading of Bill Number 6126. The motion was seconded by Councilman Settles and the following vote recorded:

Gilmore Aye, Merideth Aye, Self Aye, Settles Aye, Evans Aye,
White-Ross Aye, and Burch Aye, thereby being passed.

City Clerk Couch presented Bill Number 6126 for reading, this bill as approved shall become Ordinance Number 6125, authorizing the City of Sikeston, Missouri to enter into a certain second amendment to the site agreement with American Towers, LLC.

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

In 2010, Roberts Tower Company was purchased by American Tower Corporation. The City currently receives \$17,000 annually in revenue from American Tower Company.

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

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

ADJOURNMENT

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

Gilmore Aye, Merideth Aye, Self Aye, Settles Aye, Evans Aye,
White-Ross Aye, and Burch Aye, thereby being passed.

APPROVED:

STEVEN BURCH, MAYOR

ATTEST:

CARROLL L. COUCH, CITY CLERK

SEAL:

Board of Adjustments

July 23, 2018

4:00 p.m.

Sikeston City Hall

C.D. Matthews

Members Present: Cooper, Galemore, Glidewell, Brandom, Miller, and Wheatley

Members Absent: Nace and Redd

Staff Present: Angie Keller, Collin Cecil, Lorenzo Ware and Jonathan Douglass

Guests: Betty Applewhite, Velma Mae Applewhite, Mary White-Ross, and Michael Harris

Approval of Minutes:

Minutes of April 24, 2018 were presented for approval. A motion was made by Glidewell to approve the minutes. Wheatley seconded the motion. Roll call vote was as follows:

Ayes:	Cooper, Galemore, Glidewell, Brandom and Miller
Nays:	0
Motion Passed:	5-0

Item(s) of Business:

A request, from Velma Mae Applewhite, for a conditional use variance to place a mobile home at 619 William Street, Sikeston, Missouri.

After discussion of the request, a motion was made by Cooper to approve the request, from Velma Mae Applewhite, for a conditional use variance to place a mobile home at 619 William Street, Sikeston, Missouri. Glidewell seconded the motion. Roll call vote was as follows:

Ayes:	Cooper, Galemore, Glidewell, Brandom and Miller
Nays:	
Motion Passed:	5-0

There being no further business items, a motion was made by Glidewell to adjourn and seconded by Cooper to adjourn. The vote was unanimous. The meeting adjourned.

Respectfully submitted by:

Attested by:

Angie Keller, Administrative Assistant

Ron Galemore, Chairman

Friends of the Animal Shelter Advisory Board

April 24, 2018

5:30 p.m.

Sikeston City Hall

PAWS Shelter

Members Present: Bell, Caton, McGill-Knight, Waller and Wilson

Council Liaison: Present

Members Absent: Burns, and Grimes

Staff Present: Jamie Williams- Shelter Manager

Guests: None

Approval of Minutes:

Minutes of April 12, 2018 were presented for approval. A motion was made by Wilson to approve the minutes as presented. Cato seconded the motion. Roll call vote was as follows:

Ayes:	Bell, Caton, McGill-Knight, Waller and Wilson
Nayes:	0
Motion Passed:	6-0

Item(s) of Business:

The Board discussed fundraising ideas. Wilson made a motion to have a “Doggie Ball” at Copper Still on Saturday, December 29, 2018.

There being no further business items, a motion was made by Caton to adjourn. Waller seconded the motion. The vote was unanimous. The meeting adjourned.

Respectfully submitted by:

Attested by:

Jamie Williams, Shelter Manager

Renee Grimes, Chairperson

**LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY
CITY OF SIKESTON
MEETING**

Monday, August 20, 2018
11:30 a.m.

Council Chambers
105 East Center Street
Sikeston, Missouri

MEETING MINUTES

I. MEETING CALLED TO ORDER

Dan Marshall called the meeting to order at 11:44 a.m.

II. ROLL CALL

Members Attending: Dan Marshall, Michael Harris, Mike Jensen, John Leible
Council Liaison: Mary White-Ross
Staff Attending: Angie Keller, Jay Lancaster, and Lorenzo Ware
Guest Attending: David Crader, Edie Bartlett - Crader Law Firm
Calvin Bird and Ginger Knight-Simple Urban Homes, LLC
Lisa Moon and Shunita Moore

III. APPROVAL OF MINUTES

Leible made a motion to approve the minutes from the meeting of June 18, 2018 as submitted. Harris seconded the motion. Motion carried unanimously.

IV. BILLS AND COMMUNICATIONS

Harris made the motion to approve the bills as follows:

- A. David Crader Law Firm-\$8,259.50
- B. Dexter Bar B Que- \$130.24

Leible seconded the motion. Motion carried unanimously.

V. LCRA BUSINESS:

A. David Crader informed the Board of an offer to purchase 912 Lake. Leible made a Motion to sell the property to Daniel Long for \$1,000.00, to be deeded "AS-IS" and Daniel Long pay all title, closing fees and recording fees; with Dan Marshall, as Chairman being authorized to execute all closing documents on behalf of the LCRA. Harris seconded the Motion. Motion carried unanimously.

B. David Crader informed the Board of an offer to purchase 848 Ruth. Jensen made a Motion to sell the property to Ramona Tyus for \$2,000.00, to be deeded "AS-IS" and Ramona Tyus pay all title, closing fees and recording fees; with Dan Marshall, as Chairman being authorized to execute all closing documents on behalf of the LCRA. Leible seconded the Motion. Motion carried unanimously.

C. David Crader informed the Board of an offer to purchase 430 Coleman. Jensen made a Motion to sell the property to Raynette Turner for \$500.00, to be deeded "AS-IS" and Raynette Turner pay all title, closing fees and recording fees; with Dan Marshall, as Chairman being authorized to execute all closing documents on behalf of the LCRA. Harris seconded the Motion. Motion carried unanimously.

D. David Crader informed the Board of 43 properties that NSP funds have been used for demolition, clean up, mowing or upkeep. David Crader advised the Board that these 43 properties will need to be conveyed to neighbors or third party as green space and subject to any and all restrictions by the NSP. Jensen made a motion to convey properties to neighbors or third party as green space; with Dan Marshall, as Chairman being authorized to execute all closing documents on behalf of LCRA. Leible seconded the Motion. Motion carried unanimously.

E. David Crader informed the Board that his office and Dan Marshall, Chairman are ordering new Appraisals on LCRA owned and leased with option to purchase NSP funded and occupied properties at: 214 Dorothy (Lisa Moon) and 1329 W. Murray Lane (Shunita Moore Discussion only. No vote.

F. David Crader provided written report the Board of ownership of seven (7) lots on Frisco owned by Union Pacific Railroad Company. David Crader advised his office requests a ledger on City funds spent to maintain and mow Frisco Street properties owned by Union Pacific Railroad Company. Dan Marshall requested that the City file liens on seven (7) lots owned by Union Pacific Railroad Company for maintenance by the City and requested Lorenzo Ware, City Code Enforcement and Planner work with Jay Lancaster and the City to contact Union Pacific Railroad Company and discuss repayment to City and future plans of Union Pacific Railroad regarding seven (7) vacant lots on Frisco. Discussion only. No vote.

G. David Crader advised the Board of ownership of property on W. Malone and Maude owned by Cargill, Inc. Dan Marshall advised that the City, Department of Economic Development and LCRA would need to compose a letter to Cargill inquiring about their intentions for the property. Discussion only. No vote.

H. David Crader advised the Board that Simple Urban Homes, LLC has a signed Contract and closing scheduled to purchase 826-840 Ruth from Australian Property Investments, LLC on or before August 22, 2018. Mr. Calvin Bird and Ms. Ginger Knight advised the Board of the plans for rehabilitating eight existing vacant condemned buildings on Ruth Street and other properties purchased from LCRA in June, 2018. Discussion only. No vote.

I. David Crader advised the Board that Australian Property Investments owns real estate known as 315 Alabama. This property is on the 2018 Tax Sale for City and County delinquent taxes, first offering. LCRA owns adjacent properties and inquired if the Board would be interested in acquiring this property. Leible made a motion to acquire property from Australian Property Investments, LLC for no funds to Australian Property Investments, LLC; except for the LCRA paying delinquent City and County Real Estate Taxes. Jensen seconded the Motion. Motion carried unanimously

J. David Crader advised the Board of 16 properties on 2018 Tax Sale, subsequent offering for City and County Real Estate taxes. The board discussed properties and possible purchase at Tax Sale on August 27, 2018. Discussion only. No vote.

K. Jay Lancaster introduced a new employee of the City of Sikeston, Lorenzo Ware, City Code Enforcement and Planner, to the Board. Discussion only. No vote.

L. Jay Lancaster informed the Board of lots to clear and clean up and bids received to clear and clean up lots. Jay asked the Board for possible additional funds to supplement prior LCRA payment of \$10,000.00 to assist in the clean-up City and LCRA owned lots. Jensen made a motion for LCRA to give the City of Sikeston an additional \$10,000.00 to assist the City in cleaning up City and LCRA owned lots. Harris seconded the Motion. Motion carried unanimously.

VI. ADJOURNMENT:

The next LCRA meeting will be on Monday, September 17, 2018 at 11:30 a.m. in the Council Chambers. There being no further business to come before the Committee, a motion was made to adjourn. The motion was seconded and carried unanimously. The meeting was adjourned at 1:01 p.m.

Edie Bartlett

Dan Marshall, Chairman

Council Letter

Date of Meeting 18-11-05

Originating Department: Public Works

To the Mayor and City Council:

Subject: 2nd Reading & Consideration of Bill # 6125, Authorization to change Colonel George E. Day Parkway to General George E. Day Parkway

Action Options:

1. Approval of Bill #6125
2. Other action the City Council deems appropriate.

Attachments:

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

Background:

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

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

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

Staff seeks Councils approval of Bill #6125.

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

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

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

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

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

White-Ross, _____, Evans, _____, Self, _____,
Meredith, _____, Settles, _____, Gilmore, _____,
Burch, _____, thereby being
_____,
becoming ordinance 6125.

- C. Ordinance 6125 shall be in full force and effect from and after Wednesday, December 5, 2018.

Steven Burch, Mayor

Approved as to form
Charles Leible, City Counselor

Seal / Attest:

Carroll Couch, City Clerk



HOME > NEWS > ARTICLE DISPLAY

Col. George Day advanced to the rank of brigadier general

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



PHOTO DETAILS / DOWNLOAD HI-RES 1 of 3

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

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PRINT | E-MAIL

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

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

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

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

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

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

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

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

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

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[◆ Advancement](#) [◆ Air Force Memorial](#) [◆ concert](#) [◆ CSAF](#) [◆ heritage](#) [◆ Heritage to Horizons](#) [◆ POW](#) [◆ promotion](#)
[◆ summer](#) [◆ veteran](#) [◆ Vietnam War](#)

ENGAGE

Facebook**Twitter**[Air Force Social Media Guide \(PDF\)](#)[USAF Social Media Sites](#)

Council Letter

Date of Meeting: 18-11-05

Originating Department: Governmental Services

To the Mayor and City Council:

Subject: 2nd Reading & Consideration, Bill Number 6126, Second Amendment to Cell Tower Agreement

Attachment(s):

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

Action Options:

1. Approve Bill Number 6126
2. Other action Council may deem appropriate

Background:

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

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

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

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

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

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

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

THE SECOND AMENDMENT TO THE SITE AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

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

electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.

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

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

LANDLORD:

**The City of Sikeston, Missouri,
A constitutionally chartered city**

Signature: _____

Print Name: _____

Title: _____

Date: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT:

**American Towers LLC,
a Delaware limited liability company**

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A

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

PARENT PARCEL

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

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

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

LEASED PREMISES

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

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

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

ACCESS AND UTILITIES

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

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

EXHIBIT B

FORM OF MEMORANDUM OF LEASE

Prepared by and Return to:

American Tower

10 Presidential Way

Woburn, MA 01801

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

ATC Site No: 274111

ATC Site Name: CITY OF SIKESTON MO

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

Prior Recorded Lease Reference:

State of Missouri

County of Scott

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into on the _____ day of _____, 201____ by and between **the City of Sikeston, Missouri, A constitutionally chartered city ("Landlord")** and **American Towers LLC, a Delaware limited liability company ("Tenant")**.

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

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

Site No: 274111

Site Name: CITY OF SIKESTON MO

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

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

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

LANDLORD

2 WITNESSES

**The City of Sikeston, Missouri,
A constitutionally chartered city**

Signature: _____

Print Name: _____

Title: _____

Date: _____

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 201____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT

**American Towers LLC,
a Delaware limited liability company**

Signature: _____
Print Name: _____
Title: _____
Date: _____

WITNESS

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this ____ day of _____, 201____, before me, _____
the undersigned Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity
upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXHIBIT A

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

PARENT PARCEL

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LEASE PARCEL: (As Surveyed)
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ACCESS AND UTILITIES

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Council Letter

Date of Meeting: 18-11-05

Originating Department: Department of Public Safety

To the Mayor and City Council:

Subject: FY18 LETPA grant award/request to purchase satellite/communications dish

Attachments:

1. Grant award letter EMW2018-SS-00044-13
2. GSA Contract quotation from Signal Mountain

Action Options:

1. Approval to proceed with purchase of dish
2. Other action deemed appropriate by City Counsel

Background:

The City of Sikeston, Department of Public Safety was recently awarded a Law Enforcement Terrorism Prevention Activity (LETPA) grant from the State of Missouri Department of Homeland Security. This grant award was for \$30,750 to replace equipment on the Mobile Command/Communications Unit. In the grant award, \$26,000 was to purchase a new satellite data/communications dish for the command/communications unit. The grant also included \$750 for any related shipping costs. The existing satellite data/communications dish on the unit is over 10 years old and has been declared obsolete by the manufacturer. We have had several parts failures, with replacement parts becoming difficult to find. As such, with the award of this grant, we are seeking permission to move forward with the purchase of a new replacement dish. The new dish is offered on a General Services Administration (GSA) contract from Signal Mountain Networks, Inc. The cost for the new dish is \$25,608, plus \$100 mounting fee, and \$573 shipping costs, for a total purchase price of \$26,281 to be covered 100 % by grant funding.

MICHAEL L. PARSON
Governor

SANDRA K. KARSTEN
Director



Lewis & Clark State Office Bldg.
Mailing Address: P.O. Box 749
Jefferson City, MO 65101-0749
Telephone: 573-751-4905
Fax: 573-751-5399

STATE OF MISSOURI
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF THE DIRECTOR

September 26, 2018

Mr. Jonathan Douglass, City Manager
Sikeston DPS
201 S. Kings Highway
Sikeston, MO 63801

RE: FY18 State Homeland Security Program (SHSP)
Award #EMW2018-SS-00044-13

COPY

Mr. Douglass:

Enclosed is the FY18 SHSP Subaward Agreement for Sikeston DPS (Mobile Command Vehicle) in the amount of \$30,750.00. The Missouri Office of Homeland Security asks you to carefully review and sign the documentation provided. By signing the Subaward Agreement and initialing each page of the Articles of Agreement and Special Conditions you are certifying your acceptance of the award conditions. Once signed and initialed, please mail the original documents to our office at the address listed above no later than October 31, 2018.

The project period of performance for this award begins September 1, 2018 and ends August 31, 2020.

A risk assessment for this award was completed in accordance with requirements from 2 CFR 200.331. Sikeston DPS (Mobile Command Vehicle) received a total score of two-(2), which classifies the agency as a low risk subrecipient of noncompliance with the FY18 SHSP.

We look forward to working with you on this award. Should you have any questions or need additional information, do not hesitate to contact me at (573) 526-9020 or joni.mccarter@dps.mo.gov.

Sincerely,

A handwritten signature in cursive script that reads "Joni McCarter".

Joni McCarter, Program Manager
Missouri Department of Public Safety
Office of Homeland Security

Attachment(s): Subaward Agreement
Articles of Agreement/Special Conditions

QUOTATION



Date: 10/5/2018
Quote No: SMN10052018
Ref: AvL 1278K

Signal Mountain Networks, Inc.
2320 Chamblee Tucker Road
Atlanta, GA 30341-3447

GSA Contract # 35F-0056S

CAGE Code: 33PB8
FEIN: 58-2629386

Quotation Valid 60 Days

Jonathan Huffman, President
678-458-1970 m
jonathan.huffman@signalmountain.com

Bill To: Sikeston Department of Public Safety
201 S. Kings Highway
Sikeston, MO 63801
Capt. Austin Henley
573-475-3755

Ship To: Sikeston Department of Public Safety
201 S. Kings Highway
Sikeston, MO 63801
Capt. Austin Henley
573-475-3755

Shipping Terms		F.O.B.		Payment Terms		Estimated Delivery	
Prepay & Add		Destination				4 - 6 Weeks ARO	
Net 15 Days per FAR 52.213-1 Small Business							
NRC							
Qty	GSA / SMN PN	GSA or OM	GSA SIN	Description	GSA Unit price	Line total	
1	1010318	GSA	132-8	AvL 1278K - 1.2 Meter Auto Acquire Antenna (Vehicular Mount)	\$25,608.00	\$25,608.00	
1	NS	OM	132-8	Shipping	\$573.00	\$573.00	
1	NS	OM	132-8	BUC Mounting	\$100.00	\$100.00	
TOTAL NON RECURRING COSTS						\$26,281.00	

GSA: GS-35F-0056S, FEIN 582629386, DUNS 130105724, CAGE Code: 33PB8, CCR: 33PB8, HUBZone 30438
* GSA Schedule items are marked a 'GSA' in the "GSA / Open Market" column, otherwise they are open market (OM) items.



Signal Mountain is a certified VOSB HUBZone small business

Council Letter

Date of Meeting 18-11-05

Originating Department: Public Works

To the Mayor and City Council:

Subject: Authorization to Execute Airspace Agreement

Action Options:

1. Approve Airspace Agreement
2. Other action the City Council deems appropriate.

Attachments:

1. Airspace Agreement

Background:

As with Sam Thomas a few years ago, another property owner has requested permission to construct a balcony over the sidewalk on Front Street. Brian Self is currently renovating the property at 111 E. Front Street and wishes to construct a balcony that will protrude from his property line over the sidewalk and have posts that rest on the sidewalk.

With Mr. Thomas, he had to follow all guidelines of the building permit process including Engineered drawings and there was an Airspace Agreement prepared by the city attorney. Mr. Self has utilized the previously used agreement to craft a new one for his situation.

Approval of this agreement would allow Mr. Self to pursue the construction of his balcony contingent upon him securing all necessary documentation for the building permit process.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (The "License") is made this _____ day of _____, 2018 (the "Effective date") by and between the City of Sikeston, Missouri, a municipal corporation (the "City"), and Brian Self ("Licensee"), owner of property located at 110 E Front Street, Sikeston, MO, and legally described as follows:

Lot Thirteen (13) in Block Six (6) Original Town, now City of Sikeston, Scott County, Missouri, EXCEPT a strip of land 2 ½ feet wide off the West side thereof. Subject to all rights of way and easements, if any, affecting the same.

RECITALS

1. The City is the holder of the right-of-way that includes the air rights above the right-of-way along Front Street located in the City of Sikeston, Scott County, Missouri.
2. Licensee is the owner of certain real estate (the "Property"), located at 110 E Front Street, adjacent to and along the right-of-way, in the City of Sikeston, Missouri.
3. Licensee wishes to install a second floor balcony ("Balcony") in the air rights above and anchored to the sidewalk upon, the right-of-way adjacent to 110 E Front Street in Sikeston, Missouri, to enhance the use and enjoyment of the Property. Accordingly, the Licensee has requested permission from the City to install and maintain a balcony on a portion of the right-of-way and the City has agreed to provide a license to Licensee for such purpose, all in accordance with the terms and conditions of the License.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and obligations contained herein, the parties hereby agree as follows:

1. Grant of License. The City hereby grants to the Licensee the license, right, privilege and permission (the "License") to use an area in the air rights as approved by the City of Sikeston Department of Public Works above the right-of-way measuring 8' by 30' serving the property for the purpose of constructing, installing and maintaining a balcony, at Licensee's sole cost and expense. Furthermore, the City grants the Licensee the License to anchor said Balcony to the sidewalk using methods approved by the City of Sikeston Department of Public Works.
2. No Representation by the City. The Licensee represents that the City has made no representations with respect to the right-of-way or its condition, and the Licensee is not relying on any representations of the City or the City's agents with respect to the use or condition of the right-of-way. This License Agreement grants the Licensee the privilege

and permission to use that portion of the right-of-way described in Paragraph 1 of this License Agreement in its present condition “as is” without any warranties subject to the conditions set forth herein.

3. Covenants of the Licensee. The Licensee hereby covenants and warrants to the City as follow:
 - a. To maintain the Balcony at the Licensee’s sole cost and expense for the duration of the License Agreement.
 - b. To move or remove the Balcony immediately upon the City’s request if the City determines the Balcony needs to be moved or removed for the installation, repair, maintenance, or expansion of any streets or utilities located, or to be located in, on, under, through or above the right-of-way or when Licensee fails to properly maintain the Balcony. The Licensee shall bear all costs associated with moving or removing the Balcony and Licensee hereby agrees the City shall have no duty whatsoever to replace the Licensee’s Balcony. The Licensee may replace, at his sole cost and expense, the Balcony in its former location except as otherwise provided by Paragraph 6 of this License Agreement. If the Balcony has not been removed from the City right-of-way within thirty days after the City’s request, the City may have the Balcony removed and the cost of the removal assessed to the Licensee.
 - c. To comply with all applicable laws and ordinances including land use requirements and building standards of the City of Sikeston, Missouri.
 - d. To refrain from causing any waste, damage, or injury to the right-of-way.
 - e. The Licensee shall not have any right to enlarge the present scope of the License Agreement, without the prior written consent of the City.
 - f. The Licensee shall list the City of Sikeston as an additional insured on their commercial insurance policy.
4. Indemnification of the City. During the time this License Agreement is in effect, the Licensee agrees to indemnify, defend, and save the City, and the City’s officers, agents, employees, grantees and assigns, harmless from and against all claims, actions, liabilities, damages, costs, expenses, and judgments, including attorneys’ fees, which relate to, arise from, or are in connection with the Licensee’s use or occupancy of the right-of-way, or any portion thereof or the maintenance of the Balcony in the right-of-way, on account of any injury to persons or damage to property, excluding therefrom such injury or damage caused by the negligence of the City.
5. Accommodation. The permission granted to the Licensee under this License Agreement is given to the Licensee as an accommodation, and shall be without charge to the Licensee. The Licensee hereby acknowledges the City’s rights to the right-of-way, and agrees to never assail, resist, or deny such rights of virtue of the Licensee’s occupancy or use under this License Agreement.

6. Term and Termination. The City reserves the right to terminate and permission granted by this License Agreement if the City Council determines the public concerns associated with the use of the Balcony warrant removal of the Balcony, except that the City may, at the City's election, terminate the permission immediately without such notice at any time if (i) the Licensee fails to comply with or abide by each and all of the provisions of this License Agreement, or (ii) if the continued use of the Balcony presents a health or safety hazard.
7. Binding Effect. This License Agreement shall, at all times, be binding upon the City and the Licensee and all owners of the Property and all parties claiming by, through, or under them, shall run with the land, and shall be for the benefit of the limitations upon all future owners of the Property; provided, however, that the rights, duties, and other obligations, of each owner as set forth herein shall cease with the termination of his or its ownership of the Property, or portion thereof, except for the duties and obligations arising during the period of his or its ownership.
8. Authorization. Each of the persons executing this Agreement on behalf of the respective Parties represents and warrants that they have the authority to bind the Party on behalf of whom they sign this Agreement, and that all acts requisite to the authorization to enter into this Agreement have been taken and completed.
9. Severability. If any term of this License Agreement is found to be void or invalid, such severability shall not affect the remaining terms of this License Agreement, which shall continue in full force and effect.
10. Governing Law. This License Agreement shall be construed and enforced in accordance with, and governed by, the law of the State of Missouri.
11. Recitals. The stated recitals are by reference incorporated herein and shall be as effective as if repeated verbatim.

IN WITNESS WHEREOF, the undersigned have caused this License agreement to be executed as of the Effective Date.

CITY OF SIKESTON, MISSOURI,
A Municipal Corporation

LICENSEE:

CITY MANAGER

BRIAN SELF

STATE OF MISSOURI)
)
COUNTY OF SCOTT)

BE IT REMEMBERED, that on this _____ day of _____, 2018, before me, the undersigned Notary Public, in and for the County and City aforesaid, came BRIAN SELF, who is personally known to me to be the same person who executed the within and foregoing instrument of writing and duly acknowledges the execution of the same.

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

NOTARY PUBLIC

My commission expires: _____

STATE OF MISSOURI)
)
COUNTY OF SCOTT)

BE IT REMEMBERED, that on this _____ day of _____, 2018, before me, the undersigned Notary Public, in and for the County and City aforesaid, came _____, City Manager, who is personally known to me to be the same person who executed the within and foregoing instrument of writing and duly acknowledges the execution of the same.

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

NOTARY PUBLIC

My commission expires: _____

Council Letter

Date of Meeting 18-11-05

Originating Department: Public Works

To the Mayor and City Council:

Subject: 1st Reading of Bill #6127, Authorization to Execute Signing Agreement with Missouri Highways and Transportation Commission

Action Options:

1. Conduct 1st Reading on Bill # 6127
2. Other action the City Council deems appropriate.

Attachments:

1. Bill # 6127
2. Route Y Agreement

Background:

Sometime ago, the Council made a request to MoDOT to designate Route Y to follow Salcedo Road all the way to Main rather than taking the left turn on Kingshighway.

They are going through with this request and have presented an agreement we need to execute. The purpose of the agreement is to allow MoDOT to install and maintain signage and/or traffic control in that one block area of Salcedo that will be designated Route Y.

Staff will request approval of this bill at the November 26th Council meeting.

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6127 AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF SIKESTON, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION TO ALLOW MODOT TO INSTALL AND MAINTAIN SIGNAGE AND/OR TRAFFIC CONTROL FROM THE INTERSECTION OF ROUTE Y AND KINGSHIGHWAY, GENERALLY EASTWARD ALONG SALCEDO ROAD TO THE INTERSECTION OF SALCEDO ROAD AND ROUTE 61.

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

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

SECTION II: That the Agreement set forth on "Exhibit A" set forth the various responsibilities and liabilities of the parties regarding the Traffic Control Agreement.

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

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

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

SECTION VI: Record of Passage:

A. Bill Number 6127 was introduced to Council and read the first time this 5th day of November 2018.

B. Bill Number 6127 was read the second time this 26th day of November 2018 discussed and was voted as follows:

Self _____, White-Ross _____, Evans _____,

Settles _____, Meredith _____, Gilmore _____,

and Burch _____,

thereby being _____, becoming Ordinance 6127.

C. Ordinance 6127 shall be in full force and effect from and after Wednesday, December 26, 2018.

Steven Burch, Mayor

Approved as to Form
Charles Leible, City Counselor

SEAL/ATTEST:

Carroll Couch, City Clerk

CCO Form: MT02
Approved: 10/96 (DPP)
Revised: 04/18 (BDG)
Modified: 10/18 (BDG)

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
STATE HIGHWAY SIGNING AND TRAFFIC CONTROL AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Sikeston (hereinafter, "City").

WITNESSETH:

NOW, THEREFORE, in consideration of these mutual covenants, promises and representations, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to designate limited signing and traffic control responsibilities for a highway as authorized by Article IV, Section 30(b)1(3)(f) of the Missouri Constitution.

(2) LOCATION: The location of the highway which is the subject of this Agreement is as follows:

From the intersection of Route Y and Kingshighway, generally eastward along Salcedo Road to the intersection of Salcedo Road and Route 61.

Details of the location are shown in the attached "Exhibit A".

(3) MAINTENANCE BY COMMISSION: Maintenance as contemplated by the Commission shall be restricted to the traffic control devices as described in Paragraph (5), below. It does not include the maintenance, installation, removal or repair of the driving surface, water supply lines, sanitary and storm sewers, sidewalks, parking areas, parkways, trees or other ornamental vegetation, street lighting systems, pole lines, conduits, or other utilities. All work and/or costs for work for all excluded functions shall be the responsibility of the City or owner of the facility involved. The City shall be responsible for snow and/or ice removal from the driving surface and parking areas.

(4) USE OF EXISTING RIGHT OF WAY: The Commission shall have full use of the existing right-of-way to such roads or streets for maintenance purposes, and the City agrees to retain such right-of-way for Commission use.

(5) TRAFFIC SIGNS, LIGHTS OR SIGNALS: The Commission will install and maintain such regulatory, warning and informational traffic signs, pavement markings, lights or signals as are prescribed by the policy of the Commission and in accordance with the Manual on Uniform Traffic Control Devices to the extent that the latter is

approved by the Commission and the Federal Highway Administration.

(6) ORDINANCES AND REGULATIONS:

(A) The City agrees to enforce and keep in force such ordinances or regulations as have been or may be approved by the Commission and thereafter duly enacted relating to the use of said highways by motor vehicles.

(B) The City will submit to the Commission for approval any ordinances, rules, regulations, or resolutions appertaining to the regulation of traffic, the parking of motor vehicles, location and character of loading zones, sale or distribution of merchandise on the highway right-of-way, or the location, form, or character of any traffic signs and will not enact or keep in force any ordinance not approved by the Commission.

(7) ENTRANCES, DRAINAGE AND UTILITIES: All requests for the installation, relocation or removal of any entrance or roadway drainage facility within the limits of the roadway right-of-way and all requests for the installation, relocation or removal of the facility of any public utility and public or private lines, poles, wires or conduit involving location on or excavation in, under or through the thruway surface, shoulders or highway drainage facility, shall be referred to the Commission's District Engineer for the issuance of a permit. All such work shall be in accordance with the standard policy and regulations of the Commission and shall proceed only after a permit for this particular installation, relocation or removal has been obtained from the District Office of the Commission.

(8) TERMINATION: Either party may terminate this Agreement after 30 days written notice to the other party.

(9) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and

commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(10) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the City and the Commission.

(11) REPRESENTATIVES: The Commission's district engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The City's Mayor is designated as the City's representative for the purpose of administering the provisions of this Agreement.

(12) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all state and federal laws and regulations relating to the performance of this Agreement.

(13) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(14) CONTINUING DURATION: The term of this Agreement will be of a continuing duration until terminated pursuant to the terms of this Agreement or by mutual consent of the parties.

(15) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the City.

(16) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(17) VOLUNTARY NATURE OF AGREEMENT: Each party to this Agreement warrants and certifies that it enters into this transaction and executes this Agreement freely and voluntarily and without being in a state of duress or under threats or coercion.

(18) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(19) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City this ____ day of _____, 20____.

Executed by the Commission this ____ day of _____, 20____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF SIKESTON

Title _____

By _____
Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____
Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

By _____
Title _____
Ordinance No. _____

