



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

TENTATIVE AGENDA

SPECIAL CITY COUNCIL MEETING SIKESTON CITY HALL

Monday, November 26, 2018
7:30 A.M.

- I. CALL TO ORDER
- II. RECORD OF ATTENDANCE
- III. OPENING PRAYER
- IV. PLEDGE OF ALLEGIANCE
- V. ITEMS OF BUSINESS
 - A. 2nd Reading & Consideration, Bill #6127, Authorization to Execute Signing Agreement with Missouri Highways & Transportation Commission to Re-Designate Route Y on Salcedo Road
 - B. 1st Reading, Bill #6107, Establishing Downtown C2-DT Exterior Building Material Regulations
 - C. 3rd Reading & Consideration, Bill #6126, Extension of Cell Tower Lease
 - D. Authorization to Proceed with Purchase of Snow Plow & Spreader Packages
 - E. Update to Board of Appeals Process
 - F. Lease Agreement with Drury Southwest Signs
 - G. Approval of Calendar Year 2019 Street & Stormwater Management Improvement Program
 - H. Other Items As May Be Determined During the Course of the Meeting
- VI. ADJOURNMENT

Dated this 20th day of November 2018.


Rhonda Council, Deputy City Clerk

Council Letter

Date of Meeting 18-11-05

Originating Department: Public Works

To the Mayor and City Council:

Subject: 2nd Reading & Consideration of Bill #6127, Authorization to Execute Signing Agreement with Missouri Highways and Transportation Commission

Action Options:

1. 2nd Reading & Approval of 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 seeks approval of this bill.

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

Council Letter

Date of Meeting: November 26, 2018

Originating Department: City Manager

To the Planning and Zoning Commission:

Subject: Bill 6107 – Downtown Exterior Building Materials

Attachment(s):

1. Bill 6107
2. C2-DT Zoning Map

Action Options:

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

Background:

The Downtown Sikeston area, particularly the C-2 DT district, is a significant and valuable cultural and historic resource for the Sikeston community worthy of conservation and protection. From time to time discussions have been had regarding design standards for downtown, to make sure that the exterior design of buildings is compatible with the historic character of downtown.

Many cities with historic downtowns have very comprehensive downtown design guidelines, some of which are advisory and others which are regulatory. They can cover everything from exterior building materials, to architectural details such as rooflines, paint colors, cornices, window frames, window tinting, awning design, etc. Sikeston, in fact, has made attempts at developing such guidelines, though they have not been adopted as law. As part of the DREAM Initiative, *Building and Streetscape Design Guidelines* were developed in 2009 (see http://www.sikeston.org/docs/DREAM/Streetscape_BuildingDesignGuidelines.pdf). Historic Downtown Sikeston also later developed *Design Standards* for downtown.

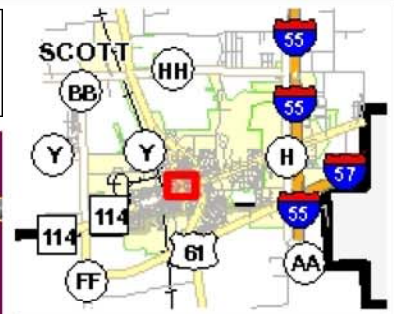
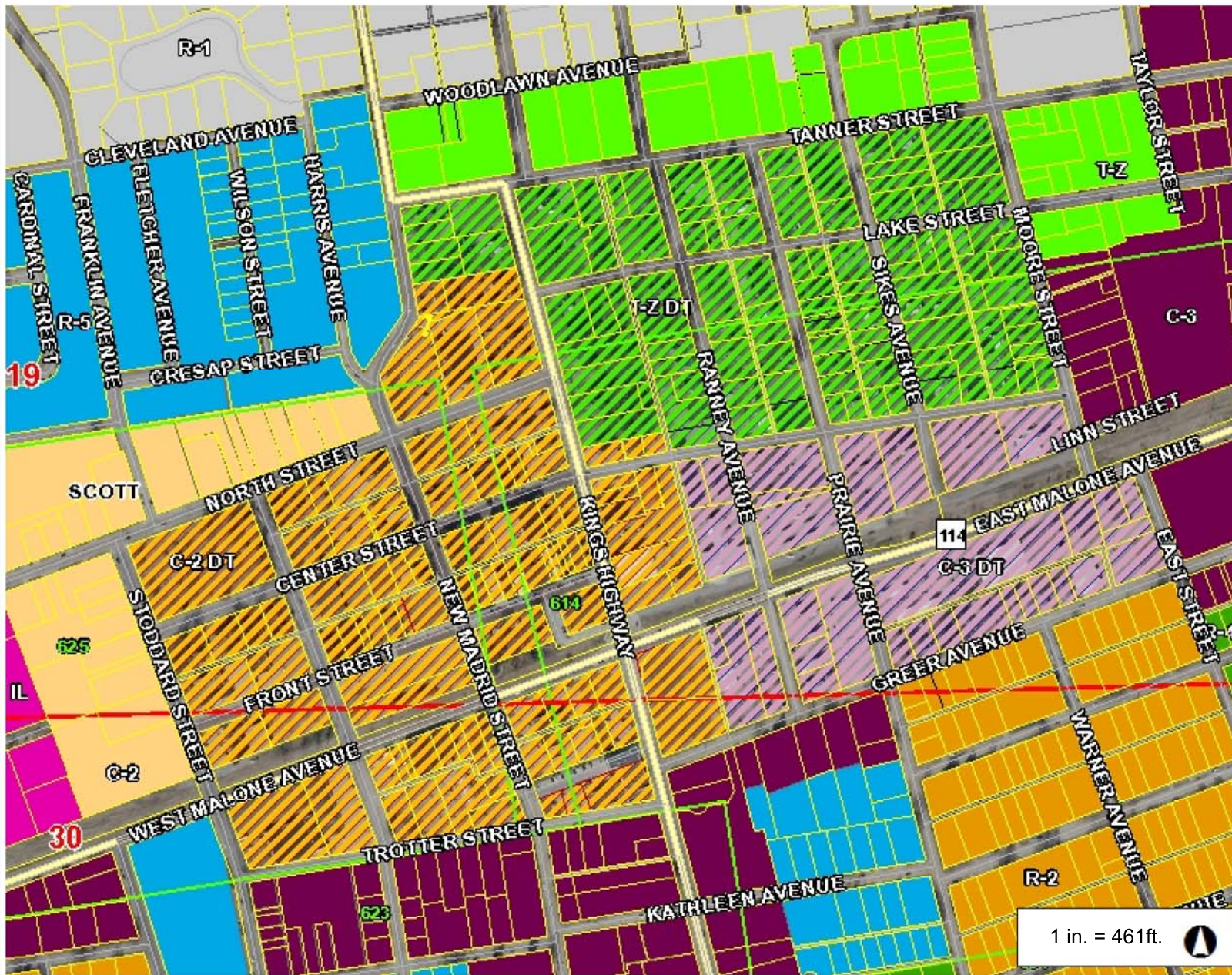
Development of detailed design standards which are legally binding can be a long, complex, and controversial endeavor. At some point, it may be appropriate for the city to adopt such standards for downtown Sikeston. Downtown is currently undertaking a visioning process in collaboration with Missouri Main Street, and that process may include discussion of detailed design standards.

At this time, however, city staff recommends consideration of a bill that would simply attempt to protect against historically incompatible exterior construction materials. The attached Bill 6107 stipulates that for any new construction or significant exterior renovation in the C-2 DT district, no more than 15% of the total area of finished or visible exterior surface shall consist of metal, vinyl, dryvit, EIFS, concrete, concrete blocks, concrete masonry units, asphalt shingles, clapboard siding, bevel siding, lap siding, weatherboard siding, HardiePlank, fiberglass, plywood, pressboard, oriented strand board (OSB), medium density fiberboard (MDF) or similar materials.

This bill was presented to the Planning and Zoning Commission for discussion and the only concerns expressed were whether stucco and synthetic stucco (such as EIFS and dryvit) should be allowed without restriction or with fewer restrictions. In further discussions, Historic Downtown Sikeston has indicated that “real” stucco is a historically appropriate material, but synthetic stucco-like materials are frowned upon in historic preservation. Therefore, the bill was amended to remove “stucco” from the restricted list and leave EFS and dryvit on the restricted list.

In short, the goal of this legislation would be to prevent construction of something egregiously incompatible with historic downtown, such as a metal building, and instead encourage construction with brick and/or natural stone as the primary materials for finished or visible exterior surfaces.

Sikeston, MO



Legend

- Road
 - <all other values>
 - INTERSTATE
 - U.S. HIGHWAY
 - STATE HIGHWAY
- Railroad
- Parcel
- Corporate Limit Line
- Section
- Land Grant
- County Boundary
 - <all other values>
 - NEW MADRID
 - SCOTT
- Zoning
 - None
 - R-1 Single-Family Residential
 - R-2 Single-Family Residential
 - R-3 Manufactured Housing
 - R-4 Two Family / Duplex
 - R-5 Multiple-Family Residential
 - R-6 Planned Manufactured Housin
 - R-7 Condos
 - T-Z Transitional
 - T-Z DT Transitional DT
 - C-1 Neighborhood Commercial

Notes

922.0 0 460.98 922.0 Feet

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Council Letter

Date of Meeting: 18-11-26

Originating Department: Governmental Services

To the Mayor and City Council:

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

Attachment(s):

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

Action Options:

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

Background:

American Tower Company currently leases land behind Fire Station 1 on North West Street. They have a cell tower on the land. The lease on that land ends 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 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.
- \$650,000 signing bonus upon full-execution of extension agreement.
- Non-exclusive access for access and utilities.
- Keep rights to existing six, whip antenna

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

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

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

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

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

- (a) The Second Amendment to the Site Agreement;
- (b) Memorandum of Lease.

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

SECTION III. Further Authority. The City shall, and the officials, agents and employees of the City are hereby authorized to, take such further action, and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the City Documents.

SECTION IV. Any other ordinance or parts thereof inconsistent herewith are hereby repealed.

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

SECTION VI: Record of Passage:

- A. Bill Number 6126 was introduced and read the first time this 22nd day of October, 2018.
- B. Bill Number 6126 was read the second time and discussed on this 5th day of November, 2018.
- C. Bill Number 6126 was read the third time and discussed on this 26th day of November, 2018, and was voted as follows:

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

C. Upon passage by the City Council, this bill shall become Ordinance 6126 and shall be in full force and effect from and after January 2, 2019.

STEVEN BURCH, Mayor

Approved as to Form:

CHARLES LEIBLE, City Counselor

SEAL/ATTEST:

CARROLL COUCH, City Clerk

OPTION AGREEMENT TO PURCHASE COMMUNICATIONS EASEMENT

THIS AGREEMENT (this “**Option Agreement**”) is made effective as of the latter signature date hereof (the “**Effective Date**”) by and between American Towers LLC, a Delaware limited liability company (“**Buyer**”) and the City of Sikeston, Missouri, a Missouri municipal corporation (“**Seller**”) (Buyer and Seller being collectively referred to herein as the “**Parties**”).

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. Seller hereby grants to Buyer an exclusive option (the “**Option**”) to purchase a communications perpetual, exclusive easement and perpetual, non-exclusive access and utility easement (collectively, the “**Easements**”), which Easements shall be memorialized in an easement agreement, the form and substance of which shall be substantially similar to the agreement attached hereto as Exhibit A and incorporated herein by reference (the “**Easement Agreement**”). The Easement Agreement shall grant, convey, and transfer to Buyer certain rights as described in the Easement Agreement over, across, in, and under that certain real property owned by Seller in the County of Scott, State of Missouri (the “**Premises**”), and on which Buyer currently leases or subleases land from Seller pursuant to the terms of that certain Site Agreement dated July 15, 2000 (as the same may have been amended and modified from time to time, the “**Lease**”). The Seller shall also assign to Buyer all of Seller’s right, title and interest in the Lease, including, but not limited to, Seller’s right to collect any rent as described in the Lease. The Buyer shall have the sole, exclusive and absolute right to exercise the Option as provided herein. Seller hereby represents and warrants that it has the full power and authority to enter into this Option Agreement and the person(s) executing this Option Agreement on behalf of Seller, as the case may be, have the authority to enter into and deliver this Option Agreement on behalf of Seller. If applicable, Seller shall execute a resolution and consent affidavit prepared by Buyer evidencing proper signing authority, or Seller must otherwise demonstrate, in Buyer’s sole and absolute discretion, the person(s) executing this Option Agreement on behalf of Seller, have the authority to enter into and deliver this Option Agreement on behalf of Seller.
2. Subject to the terms of this Option Agreement, Buyer may exercise the Option by countersigning the Easement Agreement and paying to Seller an amount equal to **Six Hundred Fifty Thousand and No/100 Dollars (\$650,000.00)** [the “**Purchase Price**”] by check or by wire transfer of funds. The day on which payment is made to Seller is referred to herein as the “**Closing**”. Buyer shall have the right to deduct from the Purchase Price, on a prorated basis, any prepaid monthly and/or annual rental payments made pursuant to the Lease, which are attributable to the period subsequent to the first day of the next calendar month following the date of Closing. Seller agrees to accept the Purchase Price as full and final compensation for conveying the Easements to Buyer. The Purchase Price shall be paid to, and all taxable income shall be reported by, CITY OF SIKESTON. From and after the Option Effective Date, Seller shall not (and hereby agrees not to) solicit or accept any offers to purchase, lease, license, or otherwise transfer, convey, and/or assign any easement or other interests, rights, and/or title in and/or to all or any portion of the Premises or the Lease, or continue negotiations with other potential purchasers or other third parties with respect to the same, until the Termination Date (as defined below).
3. The Parties shall use best efforts to close the transaction contemplated herein within ninety (90) days of the Effective Date. Unless otherwise agreed to in writing by the Parties, this Option Agreement shall automatically terminate upon the earlier of the date of Closing or the 180th day following the Effective Date (said date being referred to herein as the “**Termination Date**”). Between the Effective Date and the sooner of the date of Closing or Termination Date, Buyer and its agents, employees, contractors, and designees may hereafter enter the Premises for the purposes of inspecting, surveying or otherwise evaluating the Premises to determine whether Buyer will, in its sole and absolute discretion, exercise the Option. Seller shall provide Buyer with any reasonable documentation requested by Buyer to facilitate payment to Seller or to otherwise assist in expediting Buyer’s completion of its due diligence. If all or any portion of the Premises is encumbered by a mortgage or other security instrument, Seller agrees to obtain a Non-Disturbance Agreement (“**NDA**”) from the applicable lender(s) on a form to be provided by Buyer. If, despite Seller’s best efforts, Seller is unable to obtain the NDA, Seller may request a risk assessment to determine whether Buyer will exercise the Option without an NDA, in which case Seller shall provide Buyer with

authorization to verify Seller's credit worthiness and any additional documentation and/or information requested by Buyer in connection with such risk assessment.

4. Seller shall execute and deliver to Buyer the Easement Agreement, together with any other documents reasonably necessary for Buyer to record the Easement Agreement with the appropriate recorder's office and to obtain title insurance. In the event Seller executes and delivers the Easement Agreement to Buyer prior to Closing, said documents shall be held in escrow by Buyer until the earlier of Closing or termination of this Option Agreement as provided hereunder.
5. Seller hereby acknowledges and agrees that Buyer has not made any representations or warranties to Seller, including, without limitation, Buyer's likelihood of exercising the Option or the tax implications of the contemplated transaction, and the Parties further agree that all terms and conditions of the Option Agreement are expressly stated herein.
6. The Parties agree and intend for this Option Agreement to be a legally binding contract and for the terms of this Option Agreement (as well as any information furnished to Seller by Buyer in connection herewith) to remain confidential. Except for Seller's family, attorney or broker, if any, or if required pursuant to a court action or applicable law, Seller shall not disclose the terms of this Option Agreement without the prior written consent of Buyer, which may be withheld or conditioned in Buyer's sole and absolute discretion. This provision shall survive Closing and/or the termination of this Option Agreement.
7. This Option Agreement 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 Option Agreement by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Option Agreement 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 Option Agreement by all Parties to the same extent as an original signature. This Option Agreement shall be governed and construed by the laws of the State or Commonwealth in which the Premises is located without regard to the conflicts of laws provisions of such State or Commonwealth. Buyer may assign its rights, title, and interest in and to this Option Agreement to an affiliate or subsidiary of Buyer without the consent or approval of (or notice to) Seller.
8. 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 Seller at: The City Of Sikeston, 105 E. Center Street, Sikeston, MO 63801; To Buyer 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.
9. Unless extended by Buyer, in Buyer's sole and absolute discretion, this Option Agreement shall automatically become null and void and of no further force and effect if it is not executed by Seller and actually received by Buyer on or before November 30, 2018.

[SIGNATURES FOLLOW ON FOLLOWING PAGES]

BUYER:

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

Signature: _____

Print Name: _____

Title: _____

Date: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

SELLER:

**The City of Sikeston, Missouri,
a Missouri municipal corporation**

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A

[EASEMENT AGREEMENT TO FOLLOW]

Prepared by and Return to:

Attorney Anthony G. DePasquale, Land Management
Site No: 274111
Site Name: CITY OF SIKESTON MO
c/o American Tower
10 Presidential Way
Woburn, MA 01801

(Recorder's Use Above this Line)

STATE OF MISSOURI

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

COUNTY OF SCOTT

EASEMENT AND ASSIGNMENT AGREEMENT

This Easement Agreement ("**Agreement**") dated as of _____, 201_ (the "**Effective Date**"), by and between the City of Sikeston, Missouri, a Missouri municipal corporation ("**Grantor**") and American Towers LLC, a Delaware limited liability company ("**Grantee**").

BACKGROUND

Grantor is the owner of the real property described in **Exhibit "A"** attached hereto and by this reference made a part hereof (the "**Premises**"). Grantor desires to grant to Grantee certain easement rights with respect to the Premises, as more particularly described below, and subject to the terms and conditions of this Agreement.

AGREEMENTS

For and in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Grant of Easements.** Grantor, for itself and its heirs, personal representatives, successors and assigns, hereby grants, bargains, sells, transfers and conveys to Grantee, its successors and/or assigns: (i) a perpetual, exclusive easement (the "**Exclusive Easement**") in and to that portion of the Premises more particularly described on **Exhibit "B"** attached hereto and by this reference made a part hereof (the "**Exclusive Easement Area**"); and (ii) a perpetual, non-exclusive easement (the "**Access and Utility Easement**"; the Exclusive Easement and Access and Utility Easement, collectively, the "**Easements**") in and to that portion of the Premises more particularly described on **Exhibit "C"** attached hereto and by this reference made a part hereof (the "**Access and Utility Easement Area**"; the Access and Utility Easement Area and Exclusive Easement Area, collectively, the "**Easement Areas**"). The Easement Areas shall be used for the purposes set forth herein and shall expressly include that portion of the Premises upon which any of Grantee's fixtures, structures, equipment or other personal property are located as of the date of this Agreement.
2. **Private Easement.** Nothing in this Agreement shall be deemed to be a dedication of any portion of the Easement Areas for public use. All rights, easements and interests herein created are private and do not constitute a grant for public use or benefit.

Site No: 274111
Site Name: CITY OF SIKESTON MO

3. Successors Bound. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, personal representatives, lessees, successors and assigns. It is the intention of the parties hereto that all of the various rights, obligations, restrictions and easements created in this Agreement shall run with the affected lands and shall inure to the benefit of and be binding upon all future owners and lessees of the affected lands and all persons claiming any interest under them.

4. Duration. The duration of this Agreement and the Easements granted herein (the "**Term**") shall be perpetual, unless Grantee provides written, recordable notice of Grantee's intent to terminate this Agreement and the Easements described herein, in which event this Agreement, the Easements, and all obligations of Grantee hereunder shall terminate upon Grantee's recordation of any such notice. For the avoidance of doubt, Grantee may, in its sole and absolute discretion, unilaterally terminate this Agreement, the Easements, and all of Grantee's obligations hereunder without the approval of or consent of Grantor as provided in the immediately preceding sentence. Notwithstanding anything to the contrary contained herein, within 180 days of the termination of the Agreement as provided in this section, Grantee shall remove all of its communications equipment and other personal property from the Exclusive Easement Area, including the removal of any foundation to six (6) inches below grade, but not including underground utilities, if any, and shall restore, subject to the condemnation provisions set forth herein, the Exclusive Easement Area to its original condition, reasonable wear and tear excepted.

5. Easement Consideration. Grantor hereby acknowledges the receipt, contemporaneously with the execution hereof, of all consideration due hereunder. Accordingly, no additional consideration shall be due during the Term.

6. Use of Easement Areas.

a. Exclusive Easement. The Exclusive Easement Area may be used by Grantee and any of its affiliates, customers, tenants, subtenants, lessees, licensees, successors, and/or assigns together with any of the employees, contractors, consultants, and/or agents of the foregoing (collectively, the "**Permitted Parties**") for the purposes of installing, constructing, maintaining, operating, modifying, repairing and/or replacing improvements, equipment, structures, fixtures, a communications tower, antennae and other personal property as Grantee may deem necessary or appropriate, which may be located on or in the Exclusive Easement Area from time to time, for the facilitation of communications and other related uses. Any such property, including any equipment, structures, fixtures and other personal property currently on or in the Exclusive Easement Area, shall not be deemed to be part of the Premises, but instead shall remain the property of Grantee or the applicable Permitted Parties. At any time during the Term and at any time within 180 days after the termination of this Agreement, Grantee and/or any applicable Permitted Parties may remove their equipment, structures, fixtures and other personal property from the Easement Areas. Grantee may make, without the consent or approval of Grantor, any improvements, alterations or modifications to the Exclusive Easement Area as are deemed appropriate by Grantee, in its sole and absolute discretion. Grantee shall have the unrestricted and exclusive right, exercisable without the consent or approval of Grantor, to lease, sublease, license, or sublicense any portion of the Exclusive Easement Area, but no such lease, sublease or license shall relieve or release Grantee from its obligations under this Agreement. Grantor shall not have the right to use the Exclusive Easement Area for any reason and shall not disturb Grantee's nor any Permitted Parties' right to use the Exclusive Easement Area in any manner. Grantee may, at Grantee's sole and exclusive option, construct a fence around all or any part of the Exclusive Easement Area and shall have the right to prohibit anyone, including Grantor, from entry into such Exclusive Easement Area.

b. Access and Utility Easement. The Access and Utility Easement shall be used by Grantee and the Permitted Parties for pedestrian and vehicular (including trucks) ingress and egress to and from the Exclusive Easement Area at all times during the Term on a seven (7) days per week, twenty-four (24) hours per day basis. Grantee shall have the non-exclusive right to construct, reconstruct, add, install, improve, enlarge, operate, maintain and remove overhead and underground utilities, including, without limitation, electric, fiber, water, gas, sewer, telephone, and data transmission lines (including wires, poles, guys, cables, conduits and appurtenant equipment) in, on, or under the Access and Utility Easement Area in order to connect the same to utility lines located in a publicly dedicated right of way. Notwithstanding the foregoing, Grantor shall not in any manner prevent, disturb, and/or limit access to the Access and Utility Easement Area or use of the Access and Utility Easement by Grantee or any of the Permitted Parties, and Grantor shall not utilize the Access and Utility Easement Area in any manner that interferes with Grantee's or any of the Permitted Parties' use of such area as expressly provided herein. In the event the Access and Utility Easement Area cannot, does not, or will not fully accommodate the access and utility needs of the Grantee during the Term, or if it is reasonably determined by

Grantor or Grantee that any utilities that currently serve the Exclusive Easement Area are not encompassed within the description of the Access and Utility Easement Area as set forth herein, Grantor and Grantee agree to amend the description of the Access and Utility Easement Area provided herein to include the description of such areas and/or to relocate the Access and Utility Easement, for no additional consideration, and to create a revised legal description for the Access and Utility Easement Area that will reflect such relocation. The Access and Utility Easement and the rights granted herein with respect to the same shall be assignable by Grantee to any public or private utility company to further effect this provision without the consent or approval of Grantor.

7. Non-Compete. During the Term, Grantor 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 Premises or Grantor'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 Grantee, which may be withheld, conditioned, and/or delayed in Grantee's sole, reasonable discretion.

8. Assignment. Grantee may assign this Agreement, in whole or in part, to any person or entity at any time without the prior written consent or approval of, or notice to, Grantor, including, but not limited to, an affiliate of Grantee. If any such assignee agrees to assume all of the obligations of Grantee under this Agreement, then Grantee will be relieved of all of its obligations, duties and liabilities hereunder.

9. Covenants; Representations; Warranties.

a. Grantor hereby represents and warrants to Grantee the following: (i) Grantor is the owner in fee simple of the Easement Areas, free and clear of all liens and encumbrances; (ii) Grantor has the full authority and power to enter into and perform its obligations under this Agreement, and, to the extent applicable, the person or persons executing this Agreement on behalf of Grantor have the authority to enter into and deliver this Agreement on behalf of Grantor; (iii) to the best of Grantor's knowledge, there is no condemnation proceeding pending or threatened against all or any portion of the Premises; (iv) no claim, litigation, proceeding, or investigation is pending or, to the best of Grantor's knowledge, threatened against Grantor or all or any portion of the Premises that could affect Grantee's use of the Easement Areas as contemplated herein; (v) Grantor has not filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by its creditors or suffered the appointment of a receiver to take possession of substantially all of its assets; (vi) to the best of Grantor's knowledge, the Premises is in compliance with all applicable laws, ordinances and regulations, including those governing Hazardous Materials (as defined below); (vii) to the best of Grantor's knowledge, there is no proceeding pending or threatened to change the zoning status of the Premises; (viii) Grantor is not indebted to any party, including, without limitation, any local or state or the federal government for which a lien or claim of lien has been or could be asserted against the all or any portion of the Premises; (ix) there are no leases, written or oral, affecting all or any portion of the Easement Areas, except for any agreements entered into between Grantee or its affiliates and third parties; (x) the Easement Areas do not constitute or form a part of Grantor's homestead, or, in the event that the Easement Areas are located upon homestead property, then Grantor's spouse (if applicable) shall join in the execution of this Agreement; (xi) Grantor has paid all taxes, assessments, charges, fees, levies, impositions and other amounts relating to the Premises due and payable prior to the Effective Date; and (xii) Grantee shall peaceably and quietly hold, exercise, and enjoy the Easements during the Term without any hindrance, molestation or ejection by any party whomsoever.

b. During the Term, Grantor shall pay when due all real property, personal property, and other taxes, fees and assessments attributable to the Premises, including the Easement Areas. Grantee hereby agrees to reimburse Grantor for any personal property taxes in addition to any increase in real property taxes levied against the Premises, to the extent both are directly attributable to Grantee's improvements on the Easements (but not, however, taxes or other assessments attributable to periods prior to the date of this Agreement), provided, however, that Grantor must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Grantee) of such personal property taxes or real property tax increase to Grantee along with proof of payment of same by Grantor. Anything to the contrary notwithstanding, Grantee shall not be obligated to reimburse Grantor for any applicable taxes unless Grantor requests such reimbursement within one (1) year after the date such taxes became due. Grantor shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Grantee from time to time. Subject to the requirements set forth in this Section, Grantee shall make such reimbursement payment within forty-five (45) days of receipt of a written

reimbursement request from Grantor. Grantee 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 Grantee. If Grantor fails to pay when due any taxes affecting the Premises as required herein, Grantee shall have the right, but not the obligation, to pay such taxes on Grantor's behalf and: (i) deduct the full amount of any such taxes paid by Grantee on Grantor's behalf from any future payments required to be made by Grantee to Grantor hereunder; (ii) and demand reimbursement from Grantor, which reimbursement payment Grantor shall make within ten (10) days of such demand by Grantee; and/or (iii) collect from Grantor any such tax payments made by Grantee on Grantor's behalf by any lawful means.

c. Without Grantee's prior written consent, which consent may be withheld or conditioned in Grantee's sole and absolute discretion, Grantor shall not (i) cause any portion of the Easement Areas to be legally or otherwise subdivided from any master tract of which it is currently a part, or (ii) cause any portion of the Easement Areas to be separately assessed for tax purposes.

d. Grantor shall not suffer, grant, create, transfer, or convey (or cause to be suffered, granted, created, transferred, or conveyed) any claim, lien, encumbrance, easement, interest, restriction or other charge or exception to title to the Easement Areas or any other portion of the Premises that would adversely affect Grantee's use of the Easement Areas as contemplated herein.

e. Grantor shall not, and shall not permit any third party to use, generate, store, or dispose of any Hazardous Materials on, under, about, or within the Premises in violation of any Environmental Laws (as defined below). As used herein, "**Hazardous Materials**" shall mean any: contaminants, oils, asbestos, PCBs, hazardous substances, or wastes as defined by federal, state, or local environmental laws, regulations, or administrative orders or other materials the removal of which are required or the maintenance of which are prohibited or regulated by any federal, state, or local governmental authorities having jurisdiction over all or any portion of the Premises. As used herein, "**Environmental Laws**" shall mean any laws, regulations, ordinances, and/or administrative orders applicable to all or any portion of the Premises, which govern Hazardous Materials.

f. Grantee shall not, and shall not permit any third party to use, generate, store, or dispose of any Hazardous Materials on, under, about, or within the Easement Areas in violation of any Environmental Laws.

g. Grantor hereby agrees to and does indemnify and shall defend and hold harmless Grantee and its officers, directors, shareholders, agents, contractors, and attorneys for, from, and against all damages asserted against or incurred by any of them by reason of or resulting from a breach by Grantor of any representation, warranty or covenant of Grantor contained herein.

h. The representations, warranties, covenants, agreements, and indemnities contained in this section shall survive the execution and delivery of this Agreement indefinitely.

10. Non-Disturbance. During the Term, Grantor will not improve or alter the Premises or grant, convey, transfer, or otherwise enter into any other easement, ground lease, lease, license, or similar agreement or contract with respect to any portion of the Premises if the same would interfere with, disturb, limit, or impair Grantee's permitted use of the Easement Areas. Grantor hereby acknowledges that Grantee and the Permitted Parties are currently utilizing the Exclusive Easement Area for the purpose of transmitting and receiving communication signals, including, but not limited to, wireless telecommunications signals. Grantor and Grantee recognize and acknowledge that Grantee's use of the Easement Areas set forth in this Agreement would be materially frustrated if the communications signals were blocked or otherwise interfered with, or if access and/or utilities to and from the Exclusive Easement Area were inhibited, even if temporarily. Grantor, for itself, its successors and assigns, hereby agrees to use its best efforts to prevent the occurrence of any of the foregoing and shall promptly undertake any remedial action necessary to comply with the terms and provisions of this Section. Grantee shall have the express right, among others, to seek an injunction to prevent any of the activities prohibited by this Section.

11. Grantee's Securitization Rights; Estoppel. Grantor hereby consents to the granting by Grantee of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "**Security Interest**") in Grantee's interest in this Agreement and all of Grantee's property and fixtures attached to and lying within the Exclusive Easement Area and further consents to the exercise by Grantee's mortgagee ("**Grantee's Mortgagee**") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Grantor shall recognize the holder of any such Security Interest of which Grantor is given prior written notice (any such holder, a

"Holder") as "Grantee" hereunder in the event a Holder succeeds to the interest of Grantee hereunder by the exercise of such remedies. Grantor further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Grantee or Holder.

12. 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 below:

To Grantee: American Towers LLC
c/o American Tower
10 Presidential Way
Woburn, MA 01801

To Grantor: The City of Sikeston
105 E. Center Street
Sikeston, MO 63801

With copy to: American Towers LLC
c/o American Tower
116 Huntington Avenue
Boston, MA 02116
Attn: Legal Department

Grantor or Grantee, 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.

13. Force Majeure. The time for performance by Grantor or Grantee of any term, provision, or covenant of this Agreement shall automatically be deemed extended by time lost due to delays resulting from strikes, civil riots, floods, labor or supply shortages, material or labor restrictions by governmental authority, litigation, injunctions, and any other cause not within the control of Grantor or Grantee, as the case may be.

14. Miscellaneous. This Agreement shall be recorded at the sole expense of Grantee and shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth. The captions and headings herein are for convenience and shall not be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions, scope or intent of this Agreement. This Agreement and any other documents executed in connection herewith, constitute the entire understanding between the parties with regard to the subject matter hereof and there are no representations, inducements, conditions, or other provisions other than those expressly set forth herein. Grantee has not provided any legal or tax advice to Grantor in connection with the execution of this Agreement. This Agreement may not be modified, amended, altered or changed in any respect except by written agreement that is signed by each of the parties hereto.

15. Cumulative Remedies. Except as otherwise expressly provided herein, each and every one of the rights, benefits and remedies provided to Grantor or Grantee in this Agreement, or in any instrument or documents executed pursuant to this Agreement, are cumulative and shall not be exclusive of any other of said rights, remedies and benefits allowed by law or equity to Grantor or Grantee.

16. Counterparts. This Agreement 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 Grantor and Grantee are not signatories to the original or the same counterpart.

17. Severability. Should any part or provision of this Agreement be rendered or declared invalid by a court of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions of the Agreement, and they shall remain in full force and effect and this Agreement shall be construed as if such part or provision had been so limited or as if such provision had not been included herein, as the case may be. Additionally, if any laws, rules or regulations promulgated by any state, county or local jurisdiction, including without limitation those concerning zoning, subdivision or land use, or should any court of competent jurisdiction, make the sale of the

Easements herein either void or voidable, Grantor agrees that upon the written request of Grantee, the parties shall execute a reasonably acceptable ground lease between Grantor, as landlord, and Grantee, as tenant (with the Exclusive Easement area being the leased premises therein, and the Access and Utility Easement area remaining a non-exclusive easement for access and utility purposes) for uses consistent with those set forth herein. The parties agree that no additional consideration shall be paid to Grantor for entering into such a lease and said lease must (a) expressly provide that Grantee shall not be required to obtain the consent of Grantor to enter into any sublease or license of any portion of the leased premises or to permit sublessees or licensees to utilize the non-exclusive easement for access and utilities, (b) be for a term of ninety-nine (99) years, or as long as permitted by applicable law.

18. Attorney's Fees. If there is any legal action or proceeding between Grantor and Grantee arising from or based on this Agreement, the non-prevailing party to such action or proceeding shall pay to the prevailing party all costs and expenses, including reasonable attorney's fees and disbursements, actually incurred by such prevailing party in connection with such proceeding and in any appeal in related thereto. If such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorney's fees and disbursements shall be included in and as a part of such judgment.

19. Government Approvals/Applications. Grantor hereby covenants and agrees that (a) neither Grantor nor any affiliate of Grantor shall at any time oppose in any manner (whether at a formal hearing, in written documentation, or otherwise) any zoning, land use or building permit application of Grantee and (b) Grantor shall promptly cooperate with Grantee in making application for and/or otherwise obtaining all licenses, permits, and any other necessary approvals that may be required for Grantee's intended use of the Easement Areas.

20. Assignment of Ground Lease. The parties hereby acknowledge and agree that the Premises is currently subject to that certain Site Agreement dated July 15, 2000 originally by and between the City of Sikeston, Missouri and Roberts Tower Company as amended from time to time (collectively, the "**Lease**"), as evidenced by that certain memorandum of lease recorded in the records of Scott County, Missouri. Grantor hereby acknowledges and agrees that there currently exists no default under the Lease, and no conditions that, with the passage of time, would constitute a default under the Lease. Grantor hereby assigns, transfers, sets over and delivers to Grantee all of Grantor's rights, title and interests in, to, and/or under the Lease, including, without limitation, all rents and other monies due to Grantor under the Lease from and after the Effective Date, and Grantee hereby accepts and assumes all of the obligations which are the responsibility of the landlord under the Lease from and after the Effective Date. Grantor hereby releases and forever remises Grantee from all claims arising under the Lease. Grantor hereby indemnifies and holds Grantee harmless with respect to any demands, claims, actions, causes of action, assessments, expenses, costs, damages, losses, and liabilities (including reasonable attorneys' fees and costs) which are actually asserted, instituted, assessed, incurred, and/or sustained against or by Grantee and/or the Permitted Parties with respect to or in connection with matters arising or accruing under the Lease prior to the Effective Date. Grantee hereby indemnifies and holds Grantor harmless with respect to any demands, claims, actions, causes of action, assessments, expenses, costs, damages, losses, and liabilities (including reasonable attorneys' fees and costs) which are actually asserted, instituted, assessed, incurred, and/or sustained against or by Grantor with respect to or in connection with matters arising or accruing under the Lease from and after the Effective Date.

21. Further Acts; Attorney-In-Fact. Grantor, at Grantee's sole cost and expense, shall cooperate with Grantee in executing any documents necessary to protect Grantee's rights under this Agreement or Grantee's use of the Easements and to take such action as Grantee may be reasonably required to effect the intent of this Agreement. Grantor hereby irrevocably appoints Grantee as Grantor attorney-in-fact coupled with an interest to prepare, execute, deliver, and submit land-use, building permit and zoning applications related to Grantee's permitted use of the Easement Areas, on behalf of Grantor, to federal, state and local governmental authorities.

22. Survey. Grantee may elect, at Grantee's expense, to cause a boundary, as-built or similar survey of all or any portion of the Easement Areas (the "**Survey**") to be prepared by a surveyor duly licensed under the laws of the state in which the Premises is located. Grantor further agrees that upon written notice from Grantee to Grantor, Grantee may elect, in Grantee's sole and absolute discretion, to replace Exhibit B and Exhibit C with a revised Exhibit B and Exhibit C depicting and/or describing the Exclusive Easement Area and Access and Utility Easement Area, as applicable, in accordance with the Survey prepared at Grantee's election.

23. Waiver. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL GRANTOR OR GRANTEE BE LIABLE TO THE OTHER FOR, AND GRANTOR AND GRANTEE 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 OR BUSINESS OPPORTUNITY), PUNITIVE, EXEMPLARY, AND SIMILAR DAMAGES.

24. Condemnation. In the event Grantor receives notification of any condemnation proceeding affecting the Easement Areas, or any portion thereof, Grantor shall provide notice of the proceeding to Grantee within forty-eight (48) hours. If a condemning authority takes all of the Easement Areas, or any portion thereof, Grantee shall be entitled to pursue Grantee's own award in the condemnation proceeds, which for Grantee will include, where applicable, the value of its communications facility, moving expenses, consideration paid to Grantor for the Easements, and business dislocation expenses.

[END OF DOCUMENT – SIGNATURE PAGES AND EXHIBITS TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year set forth below.

GRANTOR:

2 WITNESSES

**The City of Sikeston, Missouri,
a Missouri municipal corporation**

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]

GRANTEE:

2 WITNESSES

American Towers LLC,
a Delaware limited liability company

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

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this the ____ day of _____, 201____, before me, the undersigned Notary Public, personally appeared _____, personally known to me (or 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

My Commission Expires: _____

{Seal}

Attachments:

Exhibit "A" – Premises

Exhibit "B" – Exclusive Easement Area

Exhibit "C" – Access and Utility Easement Area

Exhibit "A"
The Premises

This Exhibit A may be replaced by descriptions and/or depictions from an As-Built Survey conducted by Grantee at Grantee's option that depict and/or describe the Premises

EXHIBIT "B"
Exclusive Easement Area

This Exhibit B may be replaced with descriptions and/or depictions from an As-Built Survey conducted by Grantee at Grantee's option that depict and/or describe the Exclusive Easement Area, and if applicable, guy wire and guy anchor easements

A tract of land being part of Fractional Section 24, Township 26 North, Range 13 East, City of Sikeston, Scott County, Missouri, and also being part of a larger tract of land conveyed to the City of Sikeston by deed recorded in Book 174 at page 456 of the Scott County Land Records, said tract being more particularly described as follows:

Beginning at a point located South 69 degrees 49 minutes 28 seconds West a distance of 145.00 feet from the Southwest corner of a tract conveyed to Riggs Land Co., a corporation, by a deed recorded in Book 386 at page 115 of the Scott County Land Records; thence South 79 degrees 27 minutes 22 seconds West a distance of 82.00 feet to a point; thence North 10 degrees 23 minutes 11 seconds West a distance of 28.05 feet to a point; thence North 44 degrees 10 minutes 16 seconds East a distance of 20.69 feet to a point; thence North 79 degrees 27 minutes 22 seconds East a distance of 18.04 feet to a point hereinafter to be designated as Point 'A'; thence continuing North 79 degrees 27 minutes 22 seconds East a distance of 46.99 feet to a point; thence South 10 degrees 32 minutes 38 seconds East a distance of 40.00 feet to the point of beginning and containing 3,177.0 square feet, more or less.

Subject to easements, reservations, restrictions and covenants of record, if any.

Also an easement twenty (20) feet wide for Access and Utility purposes, the centerline of said easement being described as follows: Beginning at the above mentioned Point 'A'; thence North 10 degrees 32 minutes 38 seconds West a distance of 25.41 feet to a point in the centerline of a traveled roadway; thence North 79 degrees 36 minutes 25 seconds East to the west right-of-way line of Northwest Avenue, being the point of ending of the easement herein described.

Access and Utility Easement Area

This Exhibit C may be replaced with descriptions and/or depictions from an As-Built Survey conducted by Grantee at Grantee's option that depict and/or describe the Access and Utility Easement Area

All existing utility and access easements from Exclusive Easement Area to a public right of way including but not limited to:

Council Letter

Date of Meeting: 18-11-26

Originating Department: Public Works Department

To the Mayor and City Council:

Subject: Authorization to Proceed with Purchase of Snow Plows and Spreader Packages

Attachments:

1. Quotation from Viking-Cives Midwest, Inc.

Action Options:

1. Authorization to proceed with purchase of snow plows and spreader packages
2. Other action the City Council deems appropriate

Background:

Staff would like to purchase two (2) 8' Super Duty plow and spreader packages, an additional spreader and (3) spreader stands from Viking Cives Midwest, Inc. to use with the Street Department's pickup trucks.

The cost of each plow and spreader package is \$8,615.00. An additional spreader costs \$2,550.00 and the stands cost \$150.00 each. The total price of all items is \$20,230.00 and is included in approved budget using Transportation Sales Tax funds.

Viking Cives Midwest, Inc. holds the NJPA Contract for these items; therefore, it does not require a bid-out procedure.

We seek Council's approval to proceed with the purchase.



22956 Hwy 61
PO Box 295
Morley, MO 63767
Phone: 573-262-3545
Fax: 573-262-3369

Quote

Quote #	Date
164750	11/07/18

Customer		
CITY OF SIKESTON 105 E CENTER		
SIKESTON	MO	63801

Ship To		
CITY OF SIKESTON 105 E. CENTER		
SIKESTON	MO	63801

Customer PO	Terms	Sales Rep	Lead Time	Ship Via	FOB	VIN
	NET 30	DARYL	11/07/18		MORLEY, MO	

Item	Description	Ordered	UOM	Price Per	Total Price
NJPA	NJPA Contract # 080114-VCM Customer member #79819 Item sold NJ2500	1.00	EA	0.00	0.00
NJ2400	Sourced goods and open market multiplier	1.00	EA	0.00	0.00
ACCOUNT:5104-01 Direct Purchase	8' Super Duty plow and spreader package. Full moldboard trip. Cast iron plow shoes , blade shock absorber. Reinforced moldboard , heavy duty push frame and high performance hydraulic package. Enclosed hydraulics. Chainless cylinder lift system. SL3 LED headlight. Snow Deflector. Two year limited warranty. TGS1100 Tailgate spreader with internal auger and blast capacity. 11 cu ft capacity. In-cab dual variable speed controls. Slide in attachment for receiver hitch.	1.00	EA	8,615.00	8,615.00

Prepared By: dhay@vikingcivesmidwest.com

Memo:

Customer must fill out the information below before the order can be processed.

Sub-Total	8,615.00
Shipping	0.000
Discount	0.00
Taxes	0.00
Total	8,615.00

Accepted by: _____ Date: _____ P.O.#: _____

*Quoted price does not include any applicable taxes.

*Terms are Due Upon Receipt unless prior credit

*Terms for established accounts. NET 30 days

*Please note if chassis is furnished. it is as a convenience and terms are Net Due on Receipt of Chassis

Council Letter

Date of Meeting: 18-11-26

Originating Department: Code Enforcement Department

To the Mayor and City Council:

Subject: Update on Citizens Right to Appeal Code Enforcement Actions

Attachment(s):

1. IPMC Section
2. Code Enforcement Board of Appeals Application

Action Options:

1. Review Only

Background:

Code Enforcement has created a Board of Appeals Application, which brings us into compliance with the 2012 International Property Maintenance Code and the City of Sikeston Rental Property Minimum Housing Quality Standards Ordinance.

Rental Property Minimum Housing Quality Standards Ordinance (Update)

- **2012 International Property Maintenance Code**
 - Section 107.1 & 107.2 Notice and Orders (Notice to person Responsible)
 - Be in writing
 - Include a description of the real estate sufficient for identification
 - Include a statement of the violation or violations and why the notice is being issued
 - Include a correction order allowing a reasonable time to make the repairs and improvements required to bring the dwelling unit or structure into compliance with the provisions of this code
 - ***Inform the property owner of the right to appeal***
 - Include a statement of the right to file a lien in accordance with Section 106.3



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

CODE ENFORCEMENT BOARD OF APPEALS APPLICATION

1. PROPERTY INFORMATION:

Property Address: _____ Owner(s) Name: _____

2. APPEAL INFORMATION:

Nature of Appeal (Select One): ☐ Proposing Alternative/Equivalent to Code Requirement

☐ Appealing Code Official's decision or interpretation

☐ Sikeston Municipal Code does not apply

Appeal applies to these issues: _____

Code Version and Year: **IPMC 2012 & Sikeston Municipal Code** Code Section: _____

Code Requirement: _____

Deficiency: _____

Proposed Alternative Equivalent/Alternate Interpretation/Reason UCC does not apply: _____

3. APPLICANT'S AFFIDAVIT:

I am the Owner of the property, or an agent of the Owner, for which this application is filed. If an agent, I certify that I have been authorized by the Owner to complete this application on their behalf. As the applicant, I certify that the information provided as part of this application is correct.

Signature: _____ Print: _____

Address: _____

Phone: _____ Email/Fax: _____

Signature: _____ Print: _____

Address: _____

Phone: _____ Email/Fax: _____

Signature: _____ Print: _____

Address: _____

Phone: _____ Email/Fax: _____

Signature: _____ Print: _____

Address: _____

Phone: _____ Email/Fax: _____

NOTE: A twenty-five dollar (\$25) processing fee must accompany this application form

SIKESTON CODE ENFORCEMENT USE ONLY	
Date Submitted: ____ / ____ / ____	Case No: _____

Council Letter

Date of Meeting: November 26, 2018

Originating Department: City Manager

To the Mayor and City Council:

Subject: RR Ground Lease with Drury Southwest

Attachment(s):

1. Draft Lease

Action Options:

1. Authorize Mayor to Execute New Lease with Drury Southwest
2. Other Action Council May Deem Necessary

Background:

Mississippi River Radio currently leases ground from the City for a billboard on the former Union Pacific railroad ground, for \$900/yr. River Radio has conveyed their interest in the ground lease for the sign to Drury Southwest Signs, Inc. Drury Southwest is planning to rehabilitate the existing sign and put it back into active use, and has requested an updated lease with the City (see attached lease proposed by Drury Southwest). They have proposed a \$950/yr lease with a 10 year initial term and options for 3 additional 10 year terms. Drury Southwest has also requested permission to remove three trees to the east of the existing sign that currently block sight lines to the sign from westbound traffic. In exchange for permission to remove those trees, Drury has offered to contribute \$800 toward purchase of replacement trees to be placed on the railroad right-of-way, compatible with our plans for an eventual Rail-Trail. The location of the ground lease also does not interfere with the Rail-Trail plans.

Staff recommends that Council authorize execution of the lease with the following amendments:

- After each 10 year lease term the lease may be extended for initial terms if mutually agreeable by the lessor and lessee. Lease may be terminated by Lessor if widening of Malone Ave requires removal or moving of the sign.
- The lease amount shall increase by a 3% escalator each year (this is consistent with other renegotiated leases on the railroad).

- Lessor (City) agrees not to permit the visibility of the Sign Facility to be blocked by any new obstruction, natural or otherwise, from the sight-line view of Malone Ave 600 feet in either direction.
- No facilities, other than supporting structure for the sign, shall be located on the ground.

SIGN LOCATION LEASE AGREEMENT

THIS LEASE ("**Lease**") is made and entered into this ___ day of _____, 2018 (the "**Effective Date**"), by and between CITY OF SIKESTON, MO, a Missouri municipal corporation, whose address is 105 EAST CENTER, SIKESTON MO, 63801, and whose telephone number is (573) 471-2512, hereinafter referred to as "**LESSOR**", and **DRURY SOUTHWEST SIGNS, INC.**, a Texas corporation, whose address is 101 South Farrar Drive, Cape Girardeau, Missouri 63702-1214, (573) 334-3114 hereinafter referred to as "**LESSEE**",

WITNESSETH:

WHEREAS, LESSOR is the owner of the property depicted in Exhibit A, attached hereto and incorporated herein by this reference ("**Lessor's Property**");

WHEREAS, Mississippi River Radio, LLC ("**River Radio**") and Lessor are parties to an unwritten lease (the "**River Radio Lease**") for the placement of an approximately 10' x 32' two-sided outdoor advertising sign facility and equipment (the "**Sign Facility**") located on the Lessor's Property;

WHEREAS, River Radio has assigned its interest in the River Radio Lease and has conveyed its interest in the Sign Facility to Lessee;

WHEREAS, Lessor and Lessee desire to terminate the River Radio Lease and enter into this Lease on the terms and conditions as provided herein.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00), and other good and valuable consideration the parties hereto agree as follows:

1. Lessor hereby leases to Lessee the premises described as follows:

25' x 50' Tract of Land for the Sign Facility located at
APROXIMATELY 200' EAST OF THE MITCHELL STREET & EAST MALONE AVENUE INTERSECTION
ON THE NORTH SIDE OF EAST MALONE, SIKESTON, MO 63801.

See Exhibit B attached hereto and incorporated by this reference

(the "**Leased Premises**") with the right of access, ingress and egress to and from the same over, across, under and through Lessor's Property.

2. Lessor and Lessee agree that the River Radio Lease is terminated as of the Effective Date. The initial term of this Lease shall commence on the Effective Date and continue for Ten (10) years from May 1, 2019, expiring on April 30, 2029 (the "**Initial Term**"). Lessee shall have options ("**Options**") to renew this lease under the same terms and conditions for Three (3) successive periods of Ten (10) years each (each a "**Renewal Term**") (the Initial Term and the Renewal Terms are collectively the "**Term**"). At or near the end of each then-current term Lessee must notify Lessor of its election to exercise any of the Options. Continuous payment of required rental into the succeeding Renewal Term shall constitute written notice of Lessee's election to exercise the applicable Option to renew.

3. During the Term hereof, it is understood and agreed that the Lessee shall pay to the Lessor an amount of Nine Hundred Fifty Dollars and no/100 Dollars (\$950.00) per year, as rent for the Leased Premises, beginning on May 1, 2019.

4. All structures or materials now existing on or placed upon the Leased Premises and/or easements by Lessee shall remain the property of Lessee and may be removed by Lessee at any time.

5. In the event Lessee elects to electrify the Sign Facility, Lessor shall grant to Lessee necessary easements on, in, over, across, under, and through Lessor's Property for extension and erection of the appropriate electrical wiring and poles (if any).

6. If any restriction, rules, regulations, or taxation on the construction or maintenance of the Sign Facility (including without limitation, the advertising signs or sign boards) are imposed by statute, ordinance, regulation, or other governmental action which shall have the effect of diminishing the value of the Leased Premises for advertising purposes in the judgment of Lessee, if the view of the Leased Premises or Sign Facility shall become obstructed, or if the operation of the of the Sign Facility is no longer commercially viable, Lessee may terminate this lease at any time upon sixty (60) days notice in writing and Lessor shall refund, pro rata, any rent paid in advance.

7. Lessor covenants and agrees not to permit the visibility of the Sign Facility to be blocked by any obstruction, natural or otherwise, from the sight-line view of any public streets, roadways, highways, interstates and rights-of-way by itself or any person or tenant acting by, through or for Lessor or Lessor's successors, heirs, or assigns ("**Lessor Group**").

8. Lessor shall not allow any lien or encumbrance to have or take precedence over Lessee's leasehold interest in the Leased Premises.

9. Lessee shall indemnify Lessor and save Lessor harmless from all suits, actions, damages, liability and expense in connection with loss of life, bodily or personal injury or property damage arising from or out of any occurrence in, upon, at or from the Leased Premises occasioned by the negligent or intentional act of Lessee, unless said suit, action, damage, liability or expense arose from or out of the negligent or intentional act of Lessor. Lessor shall indemnify, defend and hold Lessee harmless from and against all suits, actions, damages, liability, whatsoever (collectively "**Claims**") arising out of or related to any of the Lessor Group's use of Lessor's Property, including the Leased Premises, to the extent such Claims are caused by the gross negligence or intentional misconduct of any of the Lessor Group.

10. Lessor represents that there are no other leases, licenses, or other agreements affecting the Leased Premises other than an unwritten lease between Lessor and River Radio for the placement and use of the Sign Facility.

11. Lessor covenants and agrees that the sale, transfer, or encumbrance of Lessor's fee interest in the Leased Premises shall not affect the rights of Lessee; Lessor agrees to notify any purchaser or transferee of the terms and conditions of this Lease; and any purchaser or transferee shall be subject to the terms and conditions as herein set forth.

12. This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

13. Payment of \$_____ receipt hereby acknowledged by Lessor this date as consideration for this Lease.

14. If requested by Lessee, the parties agree to promptly execute and deliver to Lessee a recordable Memorandum of this Lease in a mutually agreeable form; this Lease constitutes the entire Lease between the parties and supersedes any and all prior written and verbal agreements, representations, promises or understandings between the parties. The laws of the State of Missouri shall govern this Lease and any actions brought hereunder. Should any legal action be necessary to enforce any provision of this Lease, the prevailing party shall have all its legal fees and costs paid by the non prevailing party.

The Below Named Person(s) Certify By Their Signature(s) That They Have Full Authority To Execute This Agreement.

LESSOR:
CITY OF SIKESTON

LESSEE:
DRURY SOUTHWEST SIGNS, INC.

Jon Douglas, City Manager

BY: _____
Jeff Bohnert, President

EIN: _____

DATE: _____

Telephone #573-335-3114

DATE: _____

Telephone # (573) 471-2512

EXHIBIT A

Lessor's Property



EXHIBIT B

Leased Premises



Council Letter

Date of Meeting: 18-11-26

Originating Department: Public Works Department

To the Mayor and City Council:

Subject: Authorization to Proceed with CY2019 Street & Drainage Improvement Program

Action Options:

1. Authorize Staff to Proceed with Street & Drainage Program for CY2018 including development of plans and specifications, and bidding of projects.
2. Authorize Staff to Proceed with Assignment of Projects to Civil Engineering Consultants.
3. Other action Council may deem appropriate

Background:

The Public Works Department is ready to proceed with the street and drainage projects for calendar year 2019.

To give a proper perspective, we have included three attachments for your review. These include:

- A listing of projects completed in 2018
- A listing of projects proposed for 2019
- A 3 Year Outlook for Future Street and Drainage Project Planning

With these three attachments you can see the big picture of what we have been doing, what we wish to do now, and what we plan to do in the years to come. The 3 Year Plan is an evolving document, that we monitor closely on a regular basis, making revisions to it on a regular basis to incorporate the constantly changing needs of our community.

2018 - Street & Drainage Improvement Plan - City of Sikeston

	Location	Ward	Estimate for Construction Only	Construction + 11% Engineering	Consultant
<u>Projects:</u>					
Salcedo Road - Ditch/Culvert Improvements	North West to Ridge	1		\$172,050	MoDOT
Battery Backups at Signalized Intersections (last 5 locations)	Various			\$12,900	MoDOT
South Kingshighway - Mill & Resurface - Address Joints	Greer to S. Main	3/4	\$285,476	\$316,878	Waters
ADA Improvements - South Kingshighway	Downtown Area to Murray Lane	3/4	\$40,000	\$44,400	Waters
Daniel Street - Mill and Resurface	Scott to School St	4	\$38,219	\$42,423	Lambert
Salcedo Road - Mill & Resurface	North Main to Columbine	2	\$74,360	\$82,540	Lambert
Airport Boulevard - Mill & Resurface	Industrial Drive to Airport Entrance	2	\$45,179	\$50,149	Lambert
Pine Street - Drainage Improvements	Near Virginia Pines Apartments	2/3	<u>\$10,000</u>	<u>\$11,100</u>	Lambert
			\$493,234	\$732,440	

2019 - Street & Drainage Improvement Plan - City of Sikeston

	Location	Ward	Estimate for Construction Only	Construction + 11% Engineering	Proposed Consultant
<u>Projects:</u>					
Main & Malone - City Side Street Approaches (MoDOT)	Various Locations	1,2,3,4		\$35,567	MoDOT
David Boulevard - Drainage Improvements	Baker Lane to North of Wakefield	1	\$151,870	\$168,576	Waters
Southland Drive - Mill and Resurface	S. Kingshighway to S. Main	3	\$42,123	\$46,757	Waters
Northwest Street - Mill and Resurface	W. North St. to W. Malone Ave.	1	\$44,837	\$49,769	Waters
Euclid Drive - Mill and Resurface	Salcedo Road to Wakefield Ave	1	\$123,055	\$136,591	Waters
Hackberry Drive - Drainage Improvements	Salcedo Road to Hackberry Dr	1	\$15,000	\$16,650	Waters
Campanella Drive - Drainage Improvements	Lakeside Dr. to Clinton Building	2	\$15,000	\$16,650	Lambert
Campanella Drive - Mill and Resurface	Linn St. to Clinton Building	2	\$91,818	\$101,918	Lambert
Pine Street - Drainage Improvements	Near Virginia Pine Apartments	2,3	\$15,000	\$16,650	Lambert
Dona Street - Mill and Resurface	Ables Road to E. Malone Ave	2	\$112,642	\$125,033	Lambert
E. Gladys Street - Mill and Resurface	Dona St. to St. Johns Ditch	2	\$49,222	\$54,636	Lambert
Kiwanis Street - Mill and Resurface	W. Malone Ave to W. Murray Lane	4	\$69,100	\$76,701	Lambert
			Subtotal:	\$845,497	
<u>Future Projects for Additional Funds or CY 2019:</u>					
Drainage Improvements Along Anderson (Potential CDBG Funds)	Firestation #2 to Applegate	2	\$500,000	\$600,000	
Plantation Boulevard - Concrete Spot Repair	Various	3	\$40,000	\$44,400	
W. North Street - Mill and Resurface	Sunset Dr. to Alabama St.	1	\$33,130	\$36,774	
Matthews Avenue - Diamond Grind & Resurface	S. Main St. to Pine St.	2	\$54,807	\$60,836	
Hardin Street - Diamond Grind & Resurface	S. Main St. to S. Kingshighway	3	\$70,000	\$77,700	
Baker Lane - Diamond Grind & Resurface	Davis Blvd. to N. Kingshighway	1	\$44,557	\$49,458	
Scott Street - Reconstruct Concrete Intersection	Intersection of Scott and Gladys	4	\$33,300	\$36,963	
Trotter Street - Concrete Reconstruction	S. Kingshighway to S. New Madrid St.	4	\$47,000	\$52,170	
			Total of Additional Costs:	\$358,301	

Based on:	Street & Drainage Budget	\$600,000
	Capital Improvement Funds	\$150,000
	Ditch Maintenance Budget	\$50,000
	TOTAL	\$800,000

NOTES: Mill/Resurface Estimates Based on \$82/Ton Asphalt & \$3/SY Milling

CITY OF SIKESTON STREET & DRAINAGE IMPROVEMENT PLAN

2019						
PROJECT DESCRIPTION	STREET AND/OR DRAINAGE	WARD	ESTIMATED CONSTRUCTION COST	COST INCLUDING 11% ENGINEERING	ACCUMULATIVE BALANCE	COMMENTS
MoDot Cost Share Main/Malone	S	1,2,3,4		36,567.00	36,567.00	MoDot
Hackberry/Salcedo	D	1	15,000.00	16,650.00	53,217.00	
Davis Drainage (Baker/Wakefield)	D	1	151,870.00	168,575.70	221,792.70	
Southland Dr.	S	3	42,123.00	46,756.53	268,549.23	
Complex Drainage	D	2	15,000.00	16,650.00	285,199.23	
Pine St. (Drainage Virginia Pine Apt.)	D	2 & 3	15,000.00	16,650.00	301,849.23	
N. West St. (Mill/ Resurface) Malone/North	S	1	44,837.00	49,769.07	351,618.30	
Campanella (Mill/Resurface)Linn/Clinton Bld.	S	2	91,818.00	101,917.98	453,536.28	
Dona St. (Mill/Resurface	S	2	112,642.00	125,032.62	578,568.90	
Euclid St.	S	1	123,055.00	136,591.05	715,159.95	
E. Gladys(Mill/Resurface) Dona/Saint Johns Ditch	S	3	49,222.00	54,636.42	769,796.37	
Kiwainis St. (Mill/Resurface)	S	4	69,100.00	105,526.00	875,322.37	
Alternatives						
Spot Repair Plantation Blvd.	S	3	40,000.00	44,400.00	919,722.37	
W. North (Mill/Resurface) Alabama/Sunset	S	1	33,130.00	36,774.30	956,496.67	
Matthews (Mill/Resurface) Main/Pine	S	2	54,807.00	60,835.77	1,017,332.44	
Hardin (Mill/Resurface) Main/Kingshighway	S	3	70,000.00	77,700.00	1,095,032.44	
Baker Ln. (Mill/Resurface)	S	1	44,557.00	49,458.27	1,144,490.71	
Scott/W. Gladys (Intersection Reconstruction)	S	4	33,300.00	36,963.00	1,181,453.71	
Trotter St. Behind DPS (Concrete Reconstruction)	S	4	47,000.00	52,170.00	1,233,623.71	
Proposed 2019 Street Program Cost				875,322.37		
Alternate Cost's				358,301.34		
Street Program plus Alternates Cost				1,233,623.71		

2020						
PROJECT DESCRIPTION	STREET AND/OR DRAINAGE	WARD	ESTIMATED CONSTRUCTION COST	COST INCLUDING 11% ENGINEERING	ACCUMULATIVE BALANCE	COMMENTS
Pine St. (Mill/Resurface) Malone/Virginia	S	2 & 3	141,356.00	156,905.16	144,197.88	
College St. (Mill/Resurface) Main/Taylor	S	1	14,400.00	15,984.00	160,181.88	
Goodhope St. (Mill/Resurface) College/Wallace	S	1	14,600.00	16,206.00	176,387.88	
Sikes Ave./Woodlawn St. (Patch Repairs)	S	1	30,000.00	33,300.00	209,687.88	
New Madrid St./North St. (Intersection Reconstruction)	S	1	50,000.00	55,500.00	265,187.88	
Kentucky (Mill/Resurface) Broadway/Crowe	S	2	56,321.00	62,516.31	327,704.19	
ADA Sidewalks	S	1	40,000.00	44,400.00	372,104.19	
Seal Complex Area	S	2	180,000.00	199,800.00	571,904.19	
Seal Cambridge Area	S	3	150,000.00	166,500.00	738,404.19	
Seal Sunset Area	S	4	150,000.00	166,500.00	904,904.19	
Drainage improvments on Anderson	D	2	500,000.00	555,000.00	1,459,904.19	Grant Funding
Proposed 2020 Street Program Cost				1,472,611.47		
Grant Funding				400,000.00		
Street Program minus Grant Funding				1,072,611.47		

2021						
PROJECT DESCRIPTION	STREET AND/OR DRAINAGE	WARD	ESTIMATED CONSTRUCTION COST	COST INCLUDING 11% ENGINEERING	ACCUMULATIVE BALANCE	COMMENTS
Wakefield (Mill/Resurface) Euclid/Ditch #4	S	1 & 4	159,401.33	176,935.47	157,809.18	
Wakefield (Mill/Resurface) Ditch #4/ Highway BB	S	1 & 4	291,549.15	323,619.56	481,428.74	
Davis Blvd. (Mill/Resurface) Salcedo Rd./Wakefield	S	1	175,293.00	194,575.23	676,003.97	
E. Gladys (Mill/Resurface) Main St./Pine St.	S	2	95,763.00	106,296.93	782,300.90	
Seal Coat Glenn Area	S	3	180,000.00	199,800.00	982,100.90	
Glenn/County Line Rd. (Intersection Reconstruction)	S	3	33,300.00	36,963.00	1,019,063.90	
Andrea/County Line Rd. (Intersection Reconstruction)	S	3	33,300.00	36,963.00	1,056,026.90	
Mop ditches along N. Kingshighway	D	1	5,000.00	5,550.00	1,061,576.90	
Ables Bridge Repair				0.00		
				0.00		
				0.00		
				0.00		
				0.00		
TOTAL COST				1,080,703.19		