

TENTATIVE AGENDA

SPECIAL CITY COUNCIL MEETING  
SIKESTON CITY HALL

Monday, January 6, 2020  
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. Regular Council Minutes December 2, 2019
- VI. ITEMS OF BUSINESS
  - A. 2nd Reading & Consideration, Bill #6162, General Election
  - B. 2nd Reading & Consideration, Bill #6176, Economic Development Incentive Rate
  - C. 2nd Reading & Consideration, Bill #6177, Rental Lighting Rate
  - D. 2nd Reading & Consideration, Bill #6171, Amend Title III, Chapter 300, Section 300.010 - Definitions - "Utility Vehicles"
  - E. 2nd Reading & Consideration, Bill #6165, Amend Title III, Chapter 340, Section 340.110 - Utility Vehicles
  - F. 2nd Reading & Consideration, Bill #6172, Authorizing the Installation of Stop Signs at Huntress & Brunt and at Valley Forge & Brunt
  - G. 2nd Reading & Consideration, Bill #6174, Parking Prohibited at All Times on Certain Streets - Larcel Drive on Both Sides
  - H. 2nd Reading & Consideration, Bill #6175, Adding Another Designated School Zone - Arthur St.
  - I. 2nd Reading & Consideration, Bill #6178, Amend Chapter 500, Section 500.570 - Adoption of Property Maintenance Code
  - J. 1st Reading, Bill #6179, Amending Hours of Operation for Entertainment/Amusement Businesses
  - K. Appointment to Scott County Extension Council
  - L. Authorization to Purchase Firefighter Turnout Gear
  - M. Authorization to Purchase Supply Hose for Fire Division
  - N. 1st & 2nd Reading, Emergency Bill #6180, 60 West TIF District Amendments
  - O. 1st Reading, Bill #6166, Authorizing the Sale of Fireworks in the City of Sikeston
  - P. Authorization to Execute Lease with Buchheit
  - Q. Approve Summer 2020 Street Plan
  - R. Other Items As May Be Determined During the Course of the Meeting
- VII. ADJOURNMENT INTO EXECUTIVE SESSION
  - Litigation (RSMo 610.021(1))
  - Property (RSMo 610.021(2))
- VIII. ADJOURNMENT

Dated this 18th day of December 2019

Rhonda Council

Rhonda Council, Deputy City Clerk

**REGULAR CITY COUNCIL MEETING**  
**DECEMBER 2, 2019**

The regular Sikeston City Council meeting of December 2, 2019 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 Karen Evans, Gerald Settles, Onethia Williams and Brandon Sparks. Councilmen Brian Self and Ryan Merideth were absent. Staff in attendance were: City Manager Jonathan Douglass, City Counselor Tabatha Thurman, City Clerk Carroll Couch, City Treasurer Karen Bailey, Deputy City Clerk Rhonda Council, Public Safety Director James McMillen, Street Superintendent Brian Dial, Street Supervisor Darren Martin, Park Supervisor Dustin Care, Code Enforcement Officers Bruce Copeland and Andy Barnes, Airport Director Chris Hart and Captains Ryan Smith and Austin Henley. Code Enforcement Manager Lorenzo Ware arrived at 5:40 p.m.

**PUBLIC HEARING - MAIN & MALONE TAX INCREMENT FINANCING DISTRICT**

Councilman Sparks motioned to begin the Public Hearing to discuss the Main & Malone Tax Increment Financing (TIF) District. The motion was seconded by Councilwoman Evans and the following vote recorded:

Sparks Aye, Merideth Absent, Self Absent, Settles Aye, Evans Aye,  
Williams Aye, and Burch Aye, thereby being passed.

City Clerk Carroll Couch conducted a public hearing to give an update on the Main & Malone TIF District, as required by State Statutes. A public hearing must be done every 5 years to determine if the redevelopment project is making satisfactory progress. The TIF district project is in reference to the area located at the northwest corner of the intersection of Main & Malone. The primary note of \$1,325,000 for site development & public infrastructure has been paid off. The secondary note in the amount of \$325,000 for reimbursement to MoDOT for installing the signalization at the intersection of North Main & Lake Street should be paid off in 2022.

No remarks were heard from the public.

There being no further discussion before the City Council, Councilman Settles moved to adjourn from the public hearing. The motion was seconded by Councilman Sparks and the following roll call vote was recorded:

Sparks Aye, Merideth Absent, Self Absent, Settles Aye, Evans Aye,  
Williams Aye, and Burch Aye, thereby being passed.

**APPROVAL OF CITY COUNCIL MINUTES**

City Council minutes of November 4 and November 8 were presented for approval. Councilman Sparks moved to approve the minutes as presented. Councilwoman Evans seconded the motion and the following roll call vote was recorded:

Sparks Aye, Merideth Absent, Self Absent, Settles Aye, Evans Aye,  
Williams Aye, and Burch Aye, thereby being passed.

**ACCEPTANCE OF BOARD AND COMMISSION MINUTES**

None were presented.

**ITEMS OF BUSINESS****1<sup>st</sup> Reading, Bill #6176, Economic Development Incentive Rate**

Councilman Sparks moved for the first reading of Bill Number 6176. The motion was seconded by Councilwoman Evans and the following vote recorded:

Sparks Aye, Merideth Absent, Self Absent, Settles Aye, Evans Aye,  
Williams Aye, and Burch Aye, thereby being passed.

Counselor Thurman presented the bill for reading. This bill as approved shall become Ordinance Number 6176 and shall establish Title VII, Chapter 706 - Economic Development Incentive Rate of the City Code of the City of Sikeston, Missouri. Presented by Rick Landers of BMU, this legislation was passed by the State of Missouri to provide an incentive rate to help entice businesses to locate or expand in Missouri. It is the BMU Board's intention that Sikeston remain competitive with other areas of the State.

**1<sup>st</sup> Reading, Bill #6177, Rental Lighting Rate**

Councilman Settles moved for the first reading of Bill Number 6177. The motion was seconded by Councilwoman Evans and the following vote recorded:

Sparks Aye, Merideth Absent, Self Absent, Settles Aye, Evans Aye,  
Williams Aye, and Burch Aye, thereby being passed.

Counselor Thurman presented the bill for reading. This bill as approved shall become Ordinance Number 6177 and shall amend Chapter 705 and establish section 705.050, Rental Light Rate, of the City Code of the City of Sikeston, Missouri. The Board of Municipal Utility (BMU) recently had a consultant conduct a review of BMU's rates for accuracy and adequacy. During this review, LED light rates were not included. BMU added this information along with the associated costs.

**Appointments to Board of Adjustments**

Board of Adjustments member Harvey Cooper passed away in November, leaving an open position on this board. His term was set to expire in 2023. During a review of the current appointees, it was noticed that board member William Nace term expired this year but was overlooked. This was his second term, but is eligible to serve again. There is one Resource Bank application on file for Rob Murphy.

Councilman Settles moved to reappoint William Nace and appoint Rob Murphy to the Board of Adjustments. The motion was seconded by Councilwoman Evans and the following vote recorded:

Sparks Aye, Merideth Absent, Self Absent, Settles Aye, Evans Aye,  
Williams Aye, and Burch Aye, thereby being passed.

Authorization to Extend Farm Lease - Sikeston Airport

This item has been tabled and bid packets will be sent out to the interested parties in January 2020.

Briefing: Traffic Committee Items

Two items were not approved by the Traffic Committee and are being presented to Council for informational purposes. A request from Gaylon and Markie Johnson to place a stop sign on Kay Drive at S. Prairie and also a second request from the Johnson's to reduce the speed limit on S. Prairie to 15 mph. Council suggested the removal of the posted speed limit sign on S. Prairie.

1st Reading, Bill #6162, Calling for April 7, 2020 General Election

Councilman Sparks moved for the first reading of Bill Number 6162. The motion was seconded by Councilwoman Evans and the following vote recorded:

Sparks Aye, Merideth Absent, Self Absent, Settles Aye, Evans Aye, Williams Aye, and Burch Aye, thereby being passed.

Counselor Thurman presented the bill for reading. This bill as approved shall become Ordinance Number 6162, calling for a General Election in the City of Sikeston, Missouri, on Tuesday, April 7, 2020 for the purpose of electing a candidate for the position of Councilman At-Large.

1st Reading, Bill #6171, Amend Chapter 300, Section 300.010 - Definitions (Utility Vehicle)

Councilman Settles moved for the first reading of Bill Number 6171. The motion was seconded by Councilman Sparks and the following vote recorded:

Sparks Aye, Merideth Absent, Self Absent, Settles Aye, Evans Aye, Williams Aye, and Burch Aye, thereby being passed.

Counselor Thurman presented the bill for reading. This bill as approved shall become Ordinance Number 6171 and shall amend Chapter 300 General Provisions of the City Code of the City of Sikeston, Missouri. This will bring the City's code book up to date for the description of "Utility Vehicle" according to State Statute.

1st Reading, Bill #6165, Amend Chapter 340, Section 340.110 - Utility Vehicles

Councilman Settles moved for the first reading of Bill Number 6165. The motion was seconded by Councilwoman Williams and the following vote recorded:

Sparks Aye, Merideth Absent, Self Absent, Settles Aye, Evans Aye, Williams Aye, and Burch Aye, thereby being passed.

Counselor Thurman presented the bill for reading. This bill as approved shall become Ordinance Number 6165 and shall amend Chapter 340 "Miscellaneous Driving Rules" of the Sikeston Municipal Code of the City of Sikeston, Missouri.

1st Reading, Bill #6172, Authorizing the Installation of Stop Signs on Huntress at Brunt and Valley Forge at Brunt

Councilman Sparks moved for the first reading of Bill Number 6172. The motion was seconded by Councilwoman Evans and the following vote recorded:

Sparks Aye, Merideth Absent, Self Absent, Settles Aye, Evans Aye, Williams Aye, and Burch Aye, thereby being passed.

Counselor Thurman presented the bill for reading. This bill as approved shall become Ordinance Number 6172 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.

1st Reading, Bill #6174, Parking Prohibited at all Times on Certain Streets

Councilman Settles moved for the first reading of Bill Number 6174. The motion was seconded by Councilwoman Evans and the following vote recorded:

Sparks Aye, Merideth Absent, Self Absent, Settles Aye, Evans Aye, Williams Aye, and Burch Aye, thereby being passed.

Counselor Thurman presented the bill for reading. This bill as approved shall become Ordinance Number 6174 and shall amend Title III, Chapter 365 of the Uniform Traffic Code establishing additional traffic control measures within the City of Sikeston, Missouri. This would prohibit parking on Larcel Drive from US Highway 61 west to the end of Larcel Drive on both sides of the road.

1st Reading, Bill #6175, Adding Another Designated School Zone

Councilman Sparks moved for the first reading of Bill Number 6175. The motion was seconded by Councilwoman Evans and the following vote recorded:

Sparks Aye, Merideth Absent, Self Absent, Settles Aye, Evans Aye, Williams Aye, and Burch Aye, thereby being passed.

Counselor Thurman presented the bill for reading. This bill as approved shall become Ordinance Number 6175 and shall amend Title III, Chapter 320.050, Schedule I-B by adding another designated school zone. This designation would include Arthur Street from North West Street to Wakefield Avenue.

1st Reading, Bill #6178, Adoption of Property Maintenance Code

Councilman Sparks moved for the first reading of Bill Number 6178. The motion was seconded by Councilwoman Evans and the following vote recorded:

Sparks Aye, Merideth Absent, Self Absent, Settles Aye, Evans Aye, Williams Aye, and Burch Aye, thereby being passed.

Counselor Thurman presented the bill for reading. This bill as approved shall become Ordinance Number 6178 and shall amend Chapter 500, Article IX, Property Maintenance Code

Section 500.570 in the Municipal Code of the City of Sikeston, Missouri. This would allow the inclusion of boarding condemned property as part of the property maintenance code.

Request to Donate Right-of-Way for Route ZZ Bridge Replacement

A request was received from Missouri Department of Transportation (MoDOT) for the City to donate 0.1 acre of land in order for them to replace the bridge on Route ZZ at the southwest corner of the City's north industrial park in the spring of 2020. MoDOT has also offered to put in an additional farm driveway crossing over the ditch onto the City's land while completing this project.

Councilman Settles moved to approve the request from MoDOT for the City to donate 0.1 acre of land on the City's corner of the project and MoDOT's offer to put in an additional farm driveway crossing over the ditch onto the City's land. The motion was seconded by Councilman Sparks and the following vote recorded:

Sparks Aye, Merideth Absent, Self Absent, Settles Aye, Evans Aye, Williams Aye, and Burch Aye, thereby being passed.

Other Items

The Council meeting scheduled for December 30 has been cancelled. The next regular Council meeting will be held January 6, 2020.

John Graham, citizen of Sikeston, addressed Council regarding code enforcement issues.

**ADJOURNMENT**

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

Sparks Aye, Merideth Absent, Self Absent, Settles Aye, Evans Aye, Williams Aye, and Burch Aye, thereby being passed.

APPROVED:

---

STEVEN BURCH, MAYOR

ATTEST:

---

CARROLL L. COUCH, CITY CLERK

SEAL:

# **Council Letter**

---

Date of Meeting: January 6, 2019

Originating Department: Administrative Services

To the Mayor and City Council:

Subject: 2nd Reading, Bill # 6162, Calling for April 7, 2020, General Election

Attachments:

1. Bill # 6162
2. Legal Notice

Action Options:

1. 2nd Reading , Bill # 6162
2. Other Action council may deem appropriate

Background:

Bill # 6162 calls for a general election to be held on Tuesday, April 7, 2020, for the purpose of electing a Councilmember At-Large for a three year term. Staff request approval of this bill.

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6162, CALLING FOR A GENERAL ELECTION IN THE CITY OF SIKESTON, MISSOURI, ON TUESDAY, APRIL 7, 2020, FOR THE PURPOSE OF ELECTING A CANDIDATE FOR THE POSITION OF COUNCILMAN AT-LARGE.

BE IT ORDAINED by the City Council of the City of Sikeston, Missouri, as follows:

SECTION I: This ordinance shall not be codified.

SECTION II: That in accordance with the Missouri Comprehensive Election Laws of the State of Missouri, applicable Missouri Revised Statutes of the State of Missouri and the ordinances of the City of Sikeston, Missouri, a General Election shall be held and the same is hereby ordered to be held on Tuesday, April 7, 2020.

SECTION III: That the polls be open for said election continuously from six o' clock in the forenoon until seven o'clock in the afternoon of that day, April 7, 2020.

SECTION IV: That said election be held in the City of Sikeston, Missouri, in the polling places and precincts designated by the County Clerks.

SECTION V: That said election is hereby called for the purpose of electing one (1) candidate for the office of Councilman At-Large.

SECTION VI: That the Judges and Clerks of said election shall be those appointed by the County Clerks.

SECTION VII: That the City Clerk shall cause notice, poll books, ballots, and all other matters necessary to the election to be requested from the County Clerks' office as required by law.

SECTION VIII: That the City Clerk of the City of Sikeston, Missouri, be and he is hereby authorized and directed to notify the County Clerks of Scott and New Madrid County, Missouri, of the adoption of this ordinance no later than January 28, 2020, and to include in said notification all the terms and provisions required by the Comprehensive Election Act of 1986, as amended, and the above cited Statutes and ordinances.

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

SECTION XI: Record of Passage.

A. Bill Number 6162 was introduced to Council and read the first time this 2th day of December, 2019.

B. Bill Number 6162 was read the second time, discussed and voted upon this 6th day of January 2020, as follows:

Self \_\_\_\_\_, Evans \_\_\_\_\_, Sparks \_\_\_\_\_, Merideth \_\_\_\_\_,

Settles \_\_\_\_\_, Williams \_\_\_\_\_, and Burch \_\_\_\_\_,

thereby being \_\_\_\_\_,

becoming Ordinance 6162.

C. Ordinance 6162 shall be in full force and effect from and after February 5th, 2020.



Bill Number 6162

Ordinance Number 6162

---

Steven Burch, Mayor

---

APPROVED AS TO FORM  
Tabatha Thurman, City Counselor

SEAL/ATTEST

---

Carroll L. Couch, City Clerk



Section 6: That the City Clerk shall cause notice, poll books, ballots, and all other matters necessary to the election be requested from the County Clerk's office as required by law.

Section 7: That the City Clerk of the City of Sikeston, Missouri, be and he is hereby authorized and directed to notify the County Clerks of Scott and New Madrid County, Missouri, of the adoption of the ordinance no later than January 28, 2020, and to include in said notification of all terms and provisions required by the Comprehensive Election Act of 1986, as amended, and the above cited Statutes and ordinances.

Section 8: The ballots used in the aforementioned General Election shall be in substantially the following form:

**WARNING:** Voting for more than the total number of candidates to be chosen for any one office will invalidate this ballot.

### **OFFICIAL BALLOT – WARD 1 - SCOTT COUNTY**

Candidates for Councilman At-Large of Sikeston, Missouri, at the General Election (3 Year Term):

Vote for one (1) Candidate

- Brian Self
- Mallory Whiffen

Mark an 'X' in the box opposite the name of the candidate for whom you wish to vote.

### **OFFICIAL BALLOT – WARD 2 - SCOTT COUNTY**

Candidates for Councilman At-Large of Sikeston, Missouri, at the General Election (3 Year Term):

Vote for one (1) Candidate

- Brian Self
- Mallory Whiffen

Mark an 'X' in the box opposite the name of the candidate for whom you wish to vote.

**OFFICIAL BALLOT – WARD 3 - SCOTT COUNTY**

Candidates for Councilman At-Large of Sikeston, Missouri, at the General Election (3 Year Term):

Vote for one (1) Candidate

- Brian Self
- Mallory Whiffen

Mark an 'X' in the box opposite the name of the candidate for whom you wish to vote.

**OFFICIAL BALLOT – WARD 4 - SCOTT COUNTY**

Candidates for Councilman At-Large of Sikeston, Missouri, at the General Election (3 Year Term):

Vote for one (1) Candidate

- Brian Self
- Mallory Whiffen

Mark an 'X' in the box opposite the name of the candidate for whom you wish to vote.

**OFFICIAL BALLOT – WARD 3 – NEW MADRID COUNTY**

Candidates for Councilman At-Large of Sikeston, Missouri, at the General Election (3 Year Term):

Vote for one (1) Candidate

- Brian Self
- Mallory Whiffen

Mark an 'X' in the box opposite the name of the candidate for whom you wish to vote.

**OFFICIAL BALLOT – WARD 4 – NEW MADRID COUNTY**

Candidates for Councilman At-Large of Sikeston, Missouri, at the General Election (3 Year Term):

Vote for one (1) Candidate

Brian Self

Mallory Whiffen

Mark an 'X' in the box opposite the name of the candidate for whom you wish to vote.

## Council Letter

---

Council Letter: 19-01-06

Originating Department: Governmental Services/BMU

Subject: 2nd Reading Bill #6176, Economic Development Incentive Rate

To the Mayor and City Council:

Attachments:

1. Bill 6176
2. Incentive Rate Schedule

Action Options:

1. 2nd Reading & Approval of Bill 6176
2. Other actions as Council may deem appropriate

Background:

The State of Missouri passed legislation in 2018 that directed Missouri's Investor Owned Utilities to provide an economic development incentive rate (electric) to help entice business to locate or expand in Missouri. Recently, the BMU Board approved a similar incentive rate for application in the City of Sikeston. It is the Board's intention that Sikeston remain competitive with other areas of the State.

Seeking Council's approval of this bill.

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6176 AND SHALL ESTABLISH TITLE VII, CHAPTER 706 ECONOMIC DEVELOPMENT INCENTIVE RATE OF THE CITY CODE OF THE CITY OF SIKESTON, MISSOURI.

WHEREAS, the State of Missouri passed legislation in 2018 that directed Missouri’s Investor Owned Utilities to provide an economic development incentive rate (electric) to help entice business to locate or expand in Missouri, and

WHEREAS, the BMU Board approved a similar incentive rate for application in the City of Sikeston with the intention that Sikeston remain competitive with other areas of the State.

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

SECTION I: This Ordinance shall be codified in Chapter 706 of the Sikeston Municipal Code.

SECTION II: Chapter 706, Section 706.010 is hereby established and shall read as follows:

**Section 706.010. Availability.**

This rate is available to customers who (1) have submitted an application for this rate prior to beginning the project which meets the requirements of this rate, (2) are currently served under or will be served under BMU’s Large General Service, Large Power Service, Large Industrial Service, or Large Industrial Service >5MW electric service rates, (3) receive local, regional, or state governmental economic development incentives in conjunction with the project generating the compliant load growth, and (4) are not receiving electric service under any other economic development or special incentive rate.

SECTION III: Section 706.020 is hereby established and shall read as follows:

**Section 706.020. Character of Service.**

BMU will specify and provide a standard single and/or three phase alternating current secondary service voltage.

SECTION IV: Section 706.030 is hereby established and shall read as follows:

**Section 706.030. Application.**

To single phase or three phase service for all large commercial Qualifying Load served solely by BMU. Qualifying load shall be the incremental load of a new customer at a single premises or incremental load added by an existing customer at a single premises. Should the existing customer remove some existing BMU load and add the new load, the net added load shall be the incremental load used as the determination for a Qualifying Load. In addition, the incremental load must meet the following requirements:

- 1) For a new customer, the Average Demand of the customer’s incremental load is equal to or greater than 300 kw during each Contract Year of this Rate’s application.
- 2) For an existing customer, the Average Demand of the customer’s incremental load is equal to or greater than 150 kw during each Contract Year of this Rate’s application.
- 3) The Average Load Factor of the customer’s incremental load is equal to or greater than 55% during each Contract Year of this Rate’s application.
- 4) The incremental load must be metered separately.

BMU may deny service under this rate to any customer that is not reasonably projected to meet the requirements and may terminate any service under this rate if the requirements are not maintained by the customer. BMU may deny service under this rate if BMU’s current system capacities cannot supply the customer’s projected incremental load.

SECTION V: Section 706.040 is hereby established and shall read as follows:

**Section 706.040. Rate.**

Contract Year 1 - \$0.035 per kWh  
Contract year 2 - \$0.035 per kWh  
Contract year 3 – 60% of applicable rate

Contract year 4 – 60% of applicable rate  
Contract year 5 – 60% of applicable rate

Minimum Charge: In Contract years 3-5, the monthly minimum charge will be the Facilities Charge plus the monthly Billing Demand Charge. This schedule contemplates year around service with at least a minimum bill paid each month of the contract year. The amount of these charges will be determined by the rates listed in the service rate that applies to the customer.

SECTION VI: Section 706.050 is hereby established and shall read as follows:

**Section 706.050. Payment.**

Bills are rendered monthly and are due and payable within 10 days from the date of billing. Any monthly bills not paid by the 20th of the month shall be assessed a 5% add-on penalty charge and be subject to disconnection. The customer, in order to be reconnected, must pay all bills for electric service together with any applicable reconnection charges.

SECTION VII. Section 706.060 is hereby established and shall read as follows:

**Section 706.060. General.**

Customer is required to provide (1) verification from the local, regional, or state governmental entity that they are currently receiving economic development incentives in conjunction with the incremental load that is being added and (2) description of the incremental load demand and load factor which, in the case of eliminating existing load on the BMU system, includes a description of the load being eliminated and the load being added to determine the net load added.

Customers receiving service under this rate schedule are required to submit an application and sign a contract with the BMU specifying the nature of the service to be provided, the applicable BMU rate and any discounts applied to the rate, the projected demand (kw) and load factor (%) of the net incremental load, the term of the Agreement, and such other terms and conditions as are determined to be necessary and mutually agreeable. No discount will be provided without an executed Agreement. Discount will only be applied to an operating facility capable of meeting the projected demand (kw) and load factor (%) and does not apply during any construction of such facility.

As far as practical, all energy delivered under this rate schedule should pass through one point of delivery and the BMU, at its option, may meter at primary voltage.

Power sold to the Customer under this rate shall not be resold or shared with another entity or facility. Should a facility in a current Agreement under this rate be sold or otherwise change ownership, the BMU retains the right to approve or deny the transfer of the remainder of the Agreement to the new owner.

Maximum term for an agreement is five (5) years. Shorter terms may be negotiated. Any use and effect of Distributed Generation should be included in the initial application. No Distributed Generation that changes the original demand and load factor projections may be added during the term of the Agreement. No service under this rate will be offered past 12/31/23. Service existing under this rate as of 12/31/23 will continue to either the end of the term or until terminated under conditions listed herein. Beginning at the end of the second year of the Agreement and annually for the remainder of the Agreement, the Customer's Average Demand and Load Factor will be evaluated for compliance with the requirements of the Agreement. Force Majeure conditions may be considered in this evaluation, but it is the Customer's responsibility to report or confirm such conditions with the BMU prior to the annual evaluation.

BMU shall terminate service under this rate if (1) the Customer fails to meet the demand or load factor minimum requirements, (2) any terms of this rate or the associated Agreement are determined to be unlawful, (3) if during the term of the agreement, changes in federal law, state law, or other authorized regulatory requirements allow the Customer, in part or in total, to take electric service from a provider other than the BMU or (4) the Customer adds Distributed Generation to a degree that their demand and load factor no longer meet the levels listed on the original application. Customer will be given written notice of such termination.

Customer may terminate service under this rate upon written notice to BMU.

BMU shall terminate this rate on the billing cycle following the billing cycle in which notice was given.

SECTION VII. Section 706.070 is hereby established and shall read as follows:



**Section 706.070. Definitions.**

Agreement – The Economic Development Incentive Rate Agreement between BMU and the customer  
Average Demand – The average of the Contract Year (12 months) demand values.

Average Load Factor – One Hundred (100) times the Contract Year (12 months) energy usage divided by the product of the Average Demand and 8,760. [100 \* (Contract Year energy usage) / (Average Demand x 8,760)]

Contract Year –Begins with the first full billing period after execution of the Agreement and is comprised of the 12 consecutive billing periods for the ensuing 12-month period.

Incremental Load – Customer load which is added to the system of BMU at either a new or existing premises in the BMU electric service area.

Qualifying Load – Customer load that meets the requirements of the Economic Development Incentive Rate.

Premises – A service address identified by number and street address.

SECTION VII. Section 706.080 is hereby established and shall read as follows:

**Section 706.080. Power Factor.**

This Section will apply beginning in Year 3 of the Agreement  
BMU will install a suitable demand meter for determining the monthly maximum indicated demand. The Customer will at all times maintain a power factor of not less than eighty-five percent (85%) lagging. If the power factor is less than 85% and the customer does not expeditiously take corrective action, the BMU shall adjust the Customer’s billed demand in accordance with the following formula:

$$\text{Bill Demand (kw)} = \text{Actual Demand (kw)} \times (0.85 / \text{Actual Power Factor})$$

Continued failure to maintain an 85% power factor may result in discontinuance of service to the customer until such time the customer installs suitable devices to bring the power factor up to 85%, or higher, or BMU may install necessary corrective equipment on its lines to improve the customer’s power factor to at least 85% and will charge the customer for the total installed cost for same (including material, labor, and overhead costs).

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

SECTION IX: 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 X: Record of Passage:

A. Bill Number 6176 was introduced and read the first time this 2nd day of December 2019.

B. Bill Number 6176 was read the second time and discussed this 6th day of January, 2020, and voted as follows:

Self \_\_\_\_\_, Williams \_\_\_\_\_, Evans \_\_\_\_\_, Merideth \_\_\_\_\_,

Settles \_\_\_\_\_, Sparks \_\_\_\_\_, and Burch \_\_\_\_\_,

thereby being \_\_\_\_\_,

and becoming Ordinance 6176.

C. Ordinance 6176 shall be in full force and effect from and after February 5, 2020.

\_\_\_\_\_  
Steven Burch, Mayor

---

Approved as to form  
Tabatha Thurman, City Counselor

Seal / Attest:

---

Carroll Couch, City Clerk

Section 1 – Availability

This rate is available to customers who (1) have submitted an application for this rate prior to beginning the project which meets the requirements of this rate, (2) are currently served under or will be served under BMU's Large General Service, Large Power Service, Large Industrial Service, or Large Industrial Service >5MW electric service rates, (3) receive local, regional, or state governmental economic development incentives in conjunction with the project generating the compliant load growth, and (4) are not receiving electric service under any other economic development or special incentive rate.

Section 2 – Character of Service

BMU will specify and provide a standard single and/or three phase alternating current secondary service voltage.

Section 3 – Application

To single phase or three phase service for all large commercial Qualifying Load served solely by BMU. Qualifying load shall be the incremental load of a new customer at a single premises or incremental load added by an existing customer at a single premises. Should the existing customer remove some existing BMU load and add the new load, the net added load shall be the incremental load used as the determination for a Qualifying Load. In addition, the incremental load must meet the following requirements:

- 1) For a new customer, the Average Demand of the customer's incremental load is equal to or greater than 300 kw during each Contract Year of this Rate's application.
- 2) For an existing customer, the Average Demand of the customer's incremental load is equal to or greater than 150 kw during each Contract Year of this Rate's application.
- 3) The Average Load Factor of the customer's incremental load is equal to or greater than 55% during each Contract Year of this Rate's application.
- 4) The incremental load must be metered separately.

BMU may deny service under this rate to any customer that is not reasonably projected to meet the requirements and may terminate any service under this rate if the requirements are not maintained by the customer. BMU may deny service under this rate if BMU's current system capacities cannot supply the customer's projected incremental load.

Section 4 – Rate

Contract Year 1 - \$0.035 per kWh  
Contract year 2 - \$0.035 per kWh  
Contract year 3 – 60% of applicable rate  
Contract year 4 – 60% of applicable rate  
Contract year 5 – 60% of applicable rate

Minimum Charge:

In Contract years 3-5, the monthly minimum charge will be the Facilities Charge plus the monthly Billing Demand Charge. This schedule contemplates year around service with at least a minimum bill paid each month of the contract year. The amount of these charges will be determined by the rates listed in the service rate that applies to the customer.

Section 5 – Payment

Bills are rendered monthly and are due and payable within 10 days from the date of billing. Any monthly bills not paid by the 20th of the month shall be assessed a 5% add-on penalty charge and be subject to disconnection. The customer, in order to be reconnected, must pay all bills for electric service together with any applicable reconnection charges.

Section 6 – General

Customer is required to provide (1) verification from the local, regional, or state governmental entity that they are currently receiving economic development incentives in conjunction with the incremental load that is being added and (2) description of the incremental load demand and load factor which, in the case of eliminating existing load on the BMU system, includes a description of the load being eliminated and the load being added to determine the net load added.

Customers receiving service under this rate schedule are required to submit an application and sign a contract with the BMU specifying the nature of the service to be provided, the applicable BMU rate and any discounts applied to the rate, the projected demand (kw) and load factor (%) of the net incremental load, the term of the Agreement, and such other terms and conditions as are determined to be necessary and mutually agreeable. No discount will be provided without an executed Agreement. Discount will only be applied to an operating facility capable of meeting the projected demand (kw) and load factor (%) and does not apply during any construction of such facility.

As far as practical, all energy delivered under this rate schedule should pass through one point of delivery and the BMU, at its option, may meter at primary voltage.

Power sold to the Customer under this rate shall not be resold or shared with another entity or facility. Should a facility in a current Agreement under this rate be sold or otherwise change ownership, the BMU retains the right to approve or deny the transfer of the remainder of the Agreement to the new owner.

Maximum term for an agreement is five (5) years. Shorter terms may be negotiated. Any use and effect of Distributed Generation should be included in the initial application. No Distributed Generation that changes the original demand and load factor projections may be added during the term of the Agreement. No service under this rate will be offered past 12/31/23. Service existing under this rate as of 12/31/23 will continue to either the end of the term or until terminated under conditions listed herein.

Beginning at the end of the second year of the Agreement and annually for the remainder of the Agreement, the Customer's Average Demand and Load Factor will be evaluated for compliance with the requirements of the Agreement. Force Majeure conditions may be considered in this evaluation, but it is the Customer's responsibility to report or confirm such conditions with the BMU prior to the annual evaluation.

BMU shall terminate service under this rate if (1) the Customer fails to meet the demand or load factor minimum requirements, (2) any terms of this rate or the associated Agreement are determined to be unlawful, (3) if during the term of the agreement, changes in federal law, state law, or other authorized regulatory requirements allow the Customer, in part or in total, to take electric service from a provider other than the BMU or (4) the Customer adds Distributed Generation to a degree that their demand and load factor no longer meet the levels listed on the original application. Customer will be given written notice of such termination.

Customer may terminate service under this rate upon written notice to BMU.

BMU shall terminate this rate on the billing cycle following the billing cycle in which notice was given.

#### Section 7 – Definitions

Agreement – The Economic Development Incentive Rate Agreement between BMU and the customer

Average Demand – The average of the Contract Year (12 months) demand values.

Average Load Factor – One Hundred (100) times the Contract Year (12 months) energy usage divided by the product of the Average Demand and 8,760.  $[100 * (\text{Contract Year energy usage}) / (\text{Average Demand} \times 8,760)]$

Contract Year – Begins with the first full billing period after execution of the Agreement and is comprised of the 12 consecutive billing periods for the ensuing 12-month period.

Incremental Load – Customer load which is added to the system of BMU at either a new or existing premises in the BMU electric service area.

Qualifying Load – Customer load that meets the requirements of the Economic Development Incentive Rate.

Premises – A service address identified by number and street address

**Section 8 – Power Factor**

**This Section will apply beginning in Year 3 of the Agreement**

**BMU will install a suitable demand meter for determining the monthly maximum indicated demand. The Customer will at all times maintain a power factor of not less than eighty-five percent (85%) lagging. If the power factor is less than 85% and the customer does not expeditiously take corrective action, the BMU shall adjust the Customer’s billed demand in accordance with the following formula:**

**Bill Demand (kw) = Actual Demand (kw) x (0.85 / Actual Power Factor)**

**Continued failure to maintain an 85% power factor may result in discontinuance of service to the customer until such time the customer installs suitable devices to bring the power factor up to 85%, or higher, or BMU may install necessary corrective equipment on its lines to improve the customer’s power factor to at least 85% and will charge the customer for the total installed cost for same (including material, labor, and overhead costs).**

**Date Approved \_\_\_\_\_**

**Date Effective March 1, 2020**

\_\_\_\_\_  
**Mayor  
City of Sikeston**

\_\_\_\_\_  
**Chairman  
Board of Municipal Utilities**

## Council Letter

---

Council Letter: 19-01-06

Originating Department: Governmental Services/BMU

Subject: 2nd Reading Bill #6177, Rental Lighting Rate

To the Mayor and City Council:

Attachments:

1. Bill 6177
2. Rental Light Rate Schedule

Action Options:

1. 2nd Reading & Approval of Bill 6177
2. Other actions as Council may deem appropriate

Background:

The Board of Municipal Utility (BMU) recently solicited the help of a nationally known rates consultant to review all of BMU's rates for accuracy and adequacy. While our Rental Light Rates were a part of that review, at the time of the review they did not include a rate to cover LED lights. The BMU recently added the LED light data and developed the associated rates. These rates have been approved by the BMU Board.

BMU seeks Council's approval of this bill.

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6177 AND SHALL AMEND CHAPTER 705 AND ESTABLISH SECTION 705.050, RENTAL LIGHT RATE, OF THE CITY CODE OF THE CITY OF SIKESTON, MISSOURI.

WHEREAS, the Board of Municipal Utilities (BMU) recently solicited the help of a nationally known rates consultant to review all of BMU’s rates for accuracy and adequacy, and

WHEREAS, while BMU’s Rental Light Rates were a part of that review, at the time of the review they did not include a rate to cover LED lights, and

WHEREAS, BMU recently added the LED light data and developed the associated rates.

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

SECTION I: This Ordinance shall be codified in Title VII, Chapter 705 of the Sikeston Municipal Code.

SECTION II: Section 705.050 is hereby established and shall read as follows:

**Section 705.050. Rental Light Rate.**

A. Installation Fees. The Board of Municipal Utilities (BMU) shall require the customer to pay a \$50.00 connection fee in advance for a new installation. The BMU shall require the customer to pay a \$50.00 conversion fee in advance to convert from a high pressure sodium or mercury vapor light to an LED light if the existing light is not in need of repair.

B. Payment. Bills rendered monthly and are due and payable within 10 days from the date of billing. Any monthly bills not paid by the 20th of the month shall be assessed a 5% add-on penalty charge and be subject to disconnection. The customer, in order to be reconnected, must pay all bills for electric service together with any applicable reconnection charges.

C. Tax Clause. Bills computed under this rate are NOT subject to any increase because of municipal taxes. Donations in free street lighting, electricity and other services are made by the BMU to the City of Sikeston in lieu of taxes.

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

SECTION V: Record of Passage:

A. Bill Number 6177 was introduced and read the first time this 2nd day of December 2019.

B. Bill Number 6177 was read the second time and discussed this 6th day of January, 2020, and voted as follows:

Self \_\_\_\_\_, Williams \_\_\_\_\_, Evans \_\_\_\_\_, Merideth \_\_\_\_\_,

Settles \_\_\_\_\_, Sparks \_\_\_\_\_, and Burch \_\_\_\_\_,

thereby being \_\_\_\_\_,

and becoming Ordinance 6177.

C. Ordinance 6177 shall be in full force and effect from and after February 5, 2020.

\_\_\_\_\_  
Steven Burch, Mayor



---

Approved as to form  
Tabatha Thurman, City Counselor

Seal / Attest:

---

Carroll Couch, City Clerk

**SIKESTON BOARD OF MUNICIPAL UTILITIES**  
**107 E. Malone Ave. / PO Box 370**  
**Sikeston, Missouri 63801**

**Date of Last**  
**Rate Revision**  
**October 01, 2018**

**RENTAL LIGHTS**

**PAGE 1 of 1**

**Existing Lights:**

100W High pressure sodium – No pole	\$5.75
100W High pressure sodium – With pole	\$8.75
250W High pressure sodium – No pole	\$10.45
250W High pressure sodium – With pole	\$13.45
175W Mercury Vapor – No pole	\$6.40
175W Mercury Vapor – With pole	\$8.85
250W Mercury Vapor – No pole	\$10.45
250W Mercury Vapor – With pole	\$13.45
400W Mercury Vapor – No pole	\$14.60
400W Mercury Vapor – With pole	\$17.60
100W High pressure sodium – Decorative pole	\$10.80

**New Lights:**

50W LED – No pole	\$4.70
50W LED – With pole	\$7.70
139W LED – No pole	\$8.05
139W LED – With pole	\$11.00
46W LED Decorative – With pole	\$10.95

Only LED lighting is available for new installs. Mercury Vapor and High Pressure Sodium lights are no longer available.

Installation Fees

The BMU shall require the customer to pay a \$50.00 connection fee in advance for a new installation. The BMU shall require the customer to pay a \$50.00 conversion fee in advance to convert from a high pressure sodium or mercury vapor light to an LED light if the existing light is not in need of repair.

Payment

Bills are rendered monthly and are due and payable within 10 days from the date of billing. Any monthly bills not paid by the 20<sup>th</sup> of the month shall be assessed a 5% add-on penalty charge and be subject to disconnection. The customer, in order to be reconnected, must pay all bills for electric service together with any applicable reconnection charges.

Tax Clause

Bills computed under this rate are NOT subject to any increase because of municipal taxes. Donations in free street lighting, electricity and other services are made by the BMU to the City of Sikeston in lieu of taxes.

Date Approved \_\_\_\_\_

Date Effective: March 1, 2020

\_\_\_\_\_

\_\_\_\_\_

Chairman  
Board of Municipal Utilities

# **Council Letter**

---

Date of Meeting: 19-01-06

Originating Department: Department of Public Safety

To the Mayor and City Council:

Subject: 2nd Reading, Bill #6171, Amend Chapter 300, Section 300.010 - Definitions (Utility Vehicle)

Attachments:

1. Bill 6171

Action Options:

1. 2nd Reading & Consideration, Bill #6171

Background:

Bill #6165, if approved, shall amend Chapter 300 General Provisions, Section 300.010 - Definitions of the Municipal Code. This would bring our code book up to date for the description of "Utility Vehicle" which would match the description according to State Statute RSMo. §304.032.

Staff asks for Council's approval of this bill.

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6171 AND SHALL AMEND CHAPTER 300 GENERAL PROVISIONS OF THE CITY CODE OF 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 Chapter 300 of the Sikeston Municipal Code.

SECTION II: Chapter 300, Section 300.010. Definitions, is amended to read as follows:

UTILITY VEHICLE - Any motorized vehicle manufactured and used exclusively for off-highway use which is more than fifty inches but no more than sixty-seven inches in width, with an unladen dry weight of two thousand pounds or less, traveling on four or six wheels, to be used primarily for landscaping, lawn care, or maintenance purposes. (RSMo. §301.010, 2019)

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

SECTION V: Record of Passage:

- A. Bill Number 6171 was introduced and read the first time this 2nd day of December 2019.
- B. Bill Number 6171 was read the second time and discussed this 6th day of January, 2020, and voted as follows:
  - Self \_\_\_\_\_, Williams \_\_\_\_\_, Evans \_\_\_\_\_, Merideth \_\_\_\_\_,
  - Settles \_\_\_\_\_, Sparks \_\_\_\_\_, and Burch \_\_\_\_\_,
  - thereby being \_\_\_\_\_,
  - and becoming Ordinance 6171.
- C. Ordinance 6171 shall be in full force and effect from and after February 5, 2020.

\_\_\_\_\_  
Steven Burch, Mayor

\_\_\_\_\_  
Approved as to form  
Tabatha Thurman, City Counselor

Seal / Attest:

\_\_\_\_\_  
Carroll Couch, City Clerk

# Council Letter

---

Date of Meeting: 19-12-02

Originating Department: Department of Public Safety

To the Mayor and City Council:

Subject: 2nd Reading, Bill #6165, Amend Chapter 340, Section 340.110 - Utility Vehicles

Attachments:

1. Bill 6165

Action Options:

1. 2nd Reading & Consideration, Bill #6165

Background:

Bill #6165 will amend Chapter 340, Section 340.110 "Utility Vehicles, Operation on Highway and in Streams or Rivers Prohibited - Exceptions - Passengers Prohibited - Violations, Penalty". In reviewing this section of Municipal Code, it was discovered that we were not up to date with State Statute RSMo. §304.032 changes that were in place, specifically the section indicating "City may by resolution or ordinance allow utility vehicle operation on streets or highways under the City's jurisdiction".

This bill will, if approved, will allow Utility Vehicles (UTV's) to be operated on public City streets with posted speeds of forty-five (45) miles per hour or less. Unless they are equipped to do so, there can be no passengers. If they are equipped, passengers under the age of 18 must wear an approved Missouri Department of Transportation motorcycle helmet. Also, all UTV's must have seatbelts in good working condition.

Utility Vehicles must be registered with the City and have proof of financial responsibility via Certificate of Insurance. Registrations must be renewed annually and charged a \$15 annual registration fee plus \$10 processing fee. Brakes and steering columns must be operational and no less than 2/32 inch of thread depth remaining on each tire. UTV's must be equipped with turn signals, headlamps, tail lamps, stop lamps, reflex reflectors and an exterior mirror mounted on the driver's side of the vehicle and either an exterior mirror mounted on the passenger's side or an interior mirror. All operators of UTV's must have a Missouri driver's license and must be 18 years of age or older. Anyone found violating these requirements will have their permit revoked for one year and may be subject to applicable criminal charges.

Staff seeks Council's approval of this bill.

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6165 AND SHALL AMEND CHAPTER 340 "MISCELLANEOUS DRIVING RULES" OF THE SIKESTON MUNICIPAL CODE OF THE CITY OF SIKESTON, MISSOURI.

NOW THEREFORE: Be It Ordained by the Council of the City of Sikeston as follows:

SECTION I: This Ordinance shall be codified in the Municipal Code of the City of Sikeston, Missouri.

SECTION II: Chapter 340, Section 340.110 is amended to read as follows:

**Chapter 340, Section 340.110. Utility Vehicles, Operation on Highway and in Streams or Rivers Prohibited - Exceptions - Passengers Prohibited - Violations, Penalty**

- A. No person shall operate a utility vehicle, as defined in Section **300.010** of this Title, upon the highways of this City or State, except as follows:
  - 1. Utility vehicles owned and operated by a governmental entity for official use;
  - 2. Utility vehicles operated for agricultural purposes or industrial on-premises purposes between the official sunrise and sunset on the day of operation, unless equipped with proper lighting;
  - 3. Utility vehicles operated by handicapped persons for short distances occasionally only on the State's secondary roads when operated between the hours of sunrise and sunset;
  - 4. Utility vehicles shall be permitted by the City and operated in accordance with Sections 340.111 and 340.113.
  
- B. No person shall operate a utility vehicle within any stream or river in this City or State, except that utility vehicles may be operated within waterways which flow within the boundaries of land which a utility vehicle operator owns, or for agricultural purposes within the boundaries of land which a utility vehicle operator owns or has permission to be upon, or for the purpose of fording such stream or river of this City or State at such road crossings as are customary or part of the highway system. All Law Enforcement Officials shall enforce the provisions of this Subsection within the geographic area of their jurisdiction.
  
- C. A person operating a utility vehicle on a highway pursuant to an exception covered in this Section shall have a valid operator's or chauffeur's license, except that a handicapped person operating such vehicle under Subsection **(A)(3)** of this Section shall not be required to have passed an examination for the operation of a motorcycle, and the vehicle shall be operated at speeds of less than forty-five (45) miles per hour.
  
- D. No persons shall operate a utility vehicle:
  - 1. In any careless way so as to endanger the person or property of another; or
  - 2. While under the influence of alcohol or any controlled substance.
  
- E. A violation of this Section shall be an ordinance violation. (RSMo. §304.032, 2013)

Section III. Section 340.111 is hereby established and shall read as follows:

**Chapter 340, Section 340.111. Operation of Utility Vehicles on Public City Streets; When Permitted; Exemptions**

- A. A utility vehicle may be operated upon the public City streets of Sikeston, but not State or Federal highways, other than for purposes of crossing the same. Every person operating a utility vehicle shall be granted all the rights and shall be subject to all the duties applicable to the driver of any other motor vehicle except as to the special regulations in this chapter and except as to those provisions which by their nature can have no application.
  
- B. The operator of a utility vehicle shall observe all traffic laws and local ordinances regarding the rules of the road. A utility vehicle may be operated on all public City streets with posted speeds of forty-five (45) miles per hour or less. The provisions of this Subsection shall not prohibit a utility vehicle from crossing a street or highway with a posted speed limit of up to forty-five (45) miles per hour at an intersection.

C. Utility vehicles shall be exempt from the requirements of RSMo. Sections 307.350 to 307.402 for purposes of titling and registration.

D. Every operator of a utility vehicle shall maintain financial responsibility on such utility vehicle as required by RSMo. Chapter 303 if the utility vehicle is to be operated upon public streets.

E. Each person operating a utility vehicle on public streets shall possess a valid driver's license issued pursuant to RSMo. Chapter 302 and be 18 years of age or older.

F. Unless they are equipped to do so, there can be no passengers riding on these vehicles. If they are equipped, any passenger under 18 must wear an approved Missouri Department of Transportation motorcycle helmet. The utility vehicle shall not be operated with more occupants than the number for which it was designed.

G. Each vehicle must have seatbelts in good working condition. The number of passengers on the utility vehicle shall not exceed the number of operating seatbelts.

H. The operation of Go Carts, Golf Carts, and All Terrain Vehicles/ATVs is prohibited on city streets and highways in the City of Sikeston.

SECTION IV: Section 340.112 is hereby established and shall read as follows:

**Section 340.112. Application for and Proof of Registration of Utility Vehicles**

A. Utility vehicles operating on public streets under the jurisdiction of the City of Sikeston shall be registered with the City Clerk for the City of Sikeston.

1. Each application for registration shall include:

- a. Basic identifying information for the utility vehicle (make, model, color and such other identifying information as the City Clerk deems advisable);
- b. The name and address of the owner of the utility vehicle;
- c. A copy of proof of financial responsibility via Certificate of Insurance.

2. A proof of registration issued by the City of Sikeston in the form of a receipt for registration and an identification sticker shall constitute all permits required from the City of Sikeston. The proof of registration shall be kept in the utility vehicle at all times of operation on a public street, and the current registration sticker shall be conspicuously displayed on the rear exterior of the utility vehicle.

- a. Registration and operation of utility vehicles in the City of Sikeston shall be restricted to residents of the City of Sikeston.
- b. Registrations must be renewed annually.

3. The City of Sikeston may charge registration fees as follows:

- a. Fifteen dollars (\$15) for each one-year utility vehicle registration plus a \$10 processing fee.

4. The utility vehicles must meet the following requirements and the registrant must sign and certify that such requirements have been met and are fully functional and operational:

- a. The brakes are operational;
- b. The parking brake (if equipped) is operational;
- c. The steering column is operational;
- d. The utility vehicle has not less than four (4) wheels;
- e. There is not less than two thirty-seconds (2/32) inch of tread depth remaining on each tire, there are no visible tire threads or cords showing and there is no visible rubber separation.
- f. All items listed in Section 340.113 1-5.

SECTION V: Section 340.113 is hereby established and shall read as follows:

**Section 340.113. Equipment Required on Utility Vehicles**

A. UTVs operated on public streets shall be manufactured and equipped in accordance with the requirements of Missouri Revised Statutes Chapter 304, Section 304.029, and, in any case, will minimally be equipped with the following:

1. Turn Signals;
2. Headlamps;
3. Tail lamps;
4. Stop lamps;
5. Reflex reflectors: one red on each side as far to the rear as practicable, and one red on the rear; and
6. An exterior mirror mounted on the driver's side of the vehicle and either an exterior mirror mounted on the passenger's side of the vehicle or an interior mirror.

B. Anyone found violating these requirements will have their permit revoked for one year and may be subject to applicable criminal charges.

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

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

SECTION VIII: Record of Passage

A. Bill Number 6165 was introduced and read the first time this 2nd day of December 2019.

B. Bill Number 6165 was read the second time the 6th day of January 2020, was discussed and voted upon as follows:

Burch, \_\_\_\_\_, Sparks, \_\_\_\_\_, Evans, \_\_\_\_\_, Settles \_\_\_\_\_,  
Self, \_\_\_\_\_, Williams \_\_\_\_\_, Merideth \_\_\_\_\_,  
thereby being \_\_\_\_\_, becoming Ordinance 6165.

C. Ordinance 6165 shall be in full force and effect from and after February 5, 2020.

\_\_\_\_\_  
Steven Burch, Mayor

\_\_\_\_\_  
Approved As To Form  
Tabatha Thurman, City Counselor

Seal/Attest:

\_\_\_\_\_  
Carroll Couch, City Clerk



# **Council Letter**

---

**Date of Meeting:** 20-01-06

**Originating Department:** Public Works Department / Street Division

**To the Mayor and City Council:**

**Subject:** 2<sup>nd</sup> Reading, Bill #6172 Amending City Code Title III, Chapter 300, Schedule III, Table III-A Stop Locations, Authorizing the Installation of Stop Signs on Huntress at Brunt and Valley Forge at Brunt.

**Attachment(s):**

1. Bill #6172

**Action Options:**

1. Conduct 2<sup>nd</sup> Reading and approve the request to install the stop signs.
2. Other action Council may deem appropriate

**Background:**

Council read this the first time on December 2, 2019 and unless there are further questions from the Council or the public, staff recommends the Council approve the request to add a stop signs on Huntress at Brunt and Valley Forge at Brunt.

**BILL Number 6172**

**ORDINANCE Number 6172**

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6172 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 October 29, 2019 and voted favorably to amend the uniform traffic code by placing stop signs on Huntress at Brunt Boulevard; and Valley Forge at Brunt Boulevard.

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 Location</u>	<u>Controlled Traffic Movement</u>
Huntress	Brunt Boulevard	SE Corner	North
Valley Forge	Brunt Boulevard	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 6172 was introduced and read the first time this 2<sup>nd</sup> day of December, 2019.

B. Bill Number 6172 was read the second time and discussed this 6<sup>h</sup> day of January, 2020 and voted as follows:

Williams, \_\_\_\_\_, Evans, \_\_\_\_\_, Self, \_\_\_\_\_,  
Meredith, \_\_\_\_\_, Settles, \_\_\_\_\_, Sparks, \_\_\_\_\_,  
Burch, \_\_\_\_\_, thereby being

\_\_\_\_\_

becoming ordinance 6172.

C. Ordinance 6172 shall be in full force and effect from and after Wednesday, February 5, 2020.

\_\_\_\_\_  
Steven Burch, Mayor

\_\_\_\_\_  
Approved as to form  
Tabatha Thurman, City Counselor

Seal / Attest:

\_\_\_\_\_  
Carroll Couch, City Clerk

# **Council Letter**

---

**Date of Meeting:** 20-01-06

**Originating Department:** Public Works Department / Street Division

**To the Mayor and City Council:**

**Subject:** 2<sup>nd</sup> Reading of Bill #6174 Amending City Code Title III – Chapter 365 – Section 365.043 – Parking Prohibited at all Times on Certain Streets (Schedule IV)

**Attachment(s):**

1. Bill #6174

**Action Options:**

1. Conduct 2<sup>nd</sup> Reading and Approve Bill# 6174
2. Other action Council may deem appropriate

**Background:**

Council read this the first time on December 2, 2019 and unless there are further questions from the Council or the public, staff recommends the Council approve the request to prohibit parking on Larcel Drive from Us Highway 61 South to the end of Larcel Drive on both sides of the road.

**BILL Number 6174**

**ORDINANCE Number 6174**

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6174 AND SHALL AMEND TITLE III, CHAPTER 365 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 October 29, 2019 and voted favorably to amend the uniform traffic code by placing no parking signs on both sides of Larcel Drive.

SECTION III: Title III – Chapter 365 – Section 365.030 – Parking Prohibited at all Times on Certain Streets (Schedule IV); shall be amended by including the following:

<u>Name of Street</u>	<u>From</u>	<u>To</u>	<u>Side of Street</u>
Larcel Drive	US Highway 61 South	End of Larcel Drive	Both Sides

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 6174 was introduced and read the first time this 2<sup>nd</sup> day of December, 2019.

B. Bill Number 6174 was read the second time and discussed this 6<sup>th</sup> day of January, 2020, and voted as follows:

Sparks \_\_\_\_\_, Williams \_\_\_\_\_, Merideth \_\_\_\_\_,

Self \_\_\_\_\_, Settles \_\_\_\_\_, Evans \_\_\_\_\_,

Burch \_\_\_\_\_, thereby being

\_\_\_\_\_,

becoming ordinance 6174.

C. Ordinance 6174 shall be in full force and effect from and after Wednesday, February 5, 2020.

\_\_\_\_\_  
Steven Burch, Mayor

\_\_\_\_\_  
Approved as to form  
Tabatha Thurman, City Counselor

Seal / Attest:

\_\_\_\_\_  
Carroll Couch, City Clerk

# **Council Letter**

---

**Date of Meeting:** 20-01-06

**Originating Department:** Public Works Department / Street Division

**To the Mayor and City Council:**

**Subject:** 2<sup>nd</sup> Reading, Bill #6175, Amending City Code Title III, Chapter 320.050  
SCHEDULE I-B by Adding Another Designated School Zone.

**Attachment(s):**

1. Bill #6175

**Action Options:**

1. Conduct 2<sup>nd</sup> Reading and Approve Request
2. Other action Council may deem appropriate

**Background:**

Council read this the first time on December 2, 2019 and unless there are further questions from the Council or the public, staff recommends the Council approve the request.

**BILL Number 6175**

**ORDINANCE Number 6175**

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6175 AND SHALL AMEND TITLE III, CHAPTER 320.050 SCHEDULE I-B BY ADDING ANOTHER DESIGNATED SCHOOL ZONE.

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 October 29, 2019 and voted favorably to designate Arthur Street from North West Street to Wakefield Avenue as a school zone.

SECTION III: Title III, CHAPTER 320.050 SCHEDULE I-B IS AMENDED TO INCLUDE THE FOLLOWING:

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Speed Limit</u>
Arthur Street	North West Street	Wakefield Avenue	20 mph

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 6175 was introduced and read the first time this 2<sup>nd</sup> day of December 2019.

B. Bill Number 6175 was read the second time and discussed this 6<sup>th</sup> day of January 2020, and voted as follows:

Meredith \_\_\_\_\_, Self \_\_\_\_\_, Settles \_\_\_\_\_,  
 Evans \_\_\_\_\_, Williams \_\_\_\_\_, Sparks \_\_\_\_\_,  
 Burch, \_\_\_\_\_, thereby being

\_\_\_\_\_ ,  
becoming ordinance 6175.

C. Ordinance 6175 shall be in full force and effect from and after Wednesday, February 5, 2020.

\_\_\_\_\_  
Steven Burch, Mayor

\_\_\_\_\_  
Approved as to form  
Tabatha Thurman, City Counselor

Seal / Attest:

\_\_\_\_\_  
Carroll Couch, City Clerk

# **Council Letter**

---

Date of Meeting: 20-01-06

Originating Department: Code Enforcement Department

To the Mayor and City Council:

Subject: Bill 6178, IPMC Appendix A (Boarding Standard) Adoption

Attachment(s):

1. Bill 6178
2. Appendix A

Action Options:

1. Second Reading Bill 6178
2. Other action Council may deem appropriate

Background:

In reviewing the current municipal code for Property Maintenance it was discovered that condemned properties lacked a boarding process.

According to local law enforcement statistics the majority of our recent fires where condemned properties.

Staff seeks Council's approval.

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6178 AND SHALL AMEND ARTICLE IX PROPERTY MAINTENANCE CODE-SECTION 500.570 IN THE MUNICIPAL CODE OF 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: Article IX Property Maintenance Code – Section 500.570 shall be amended to read as follows:

Section 500.570. Adoption of Property Maintenance Code.

A certain document, a copy of which is on file in the office of the City Clerk of the City of Sikeston, Missouri, being marked and designated as the "International Code Council," be and is hereby adopted as the Property Maintenance Code of the City of Sikeston in the State of Missouri for the control of buildings and structures as herein provided; and each and all of the regulations, provisions, penalties, conditions and terms of the 2012 International Property Maintenance Code and Appendix A are hereby referred to, adopted and made a part thereof, as if fully set out in this Article with the additions, insertions, deletions and changes, prescribed in Section 500.580 of this Article.

SECTION III: General Repealer Section: Any 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 6178 was introduced and read the first time this 2<sup>nd</sup> day of December, 2019.

B. Bill Number 6178 was read the second time and discussed this 6<sup>th</sup> day of January, 2020, and was voted as follows:

Self \_\_\_\_\_, Sparks \_\_\_\_\_, Evans \_\_\_\_\_,

Settles \_\_\_\_\_, Meredith \_\_\_\_\_, Williams \_\_\_\_\_,

Burch \_\_\_\_\_, thereby being

\_\_\_\_\_ ,

becoming ordinance 6178.

C. Ordinance 6178 shall be in full force and effect from and after Monday, February 17<sup>th</sup>, 2020.

\_\_\_\_\_  
Steven Burch, Mayor

\_\_\_\_\_  
Approved as to form  
Tabatha Thurman, City Counselor

Seal / Attest:

\_\_\_\_\_  
Carroll Couch, City Clerk



# Council Letter

---

Date of Meeting: 20-01-06

Originating Department: Department of Public Safety

To the Mayor and City Council:

Subject:

1st reading, Bill #6179, Amending hours of operation for amusements and entertainment businesses

Attachments:

1. Bill #6179 Amending hours of operation for amusements and entertainment businesses

Action Options:

1. Conduct 1st reading, Bill #6179

Background:

Staff received a request from the Mayor and Councilwoman Williams to review the new rules pertaining to the hours of operation for the Amusement and Entertainment Licensing bill. The request was that Section 610.090 (Rules) line # 1 be amended to the following:

Hours of operation shall be limited from 9:00 A.M. to 12 A.M (midnight) Sundays through Thursdays, and from 9:00 A.M. to 1:30 A.M. on Fridays, Saturdays, and holidays. No re-entry shall be allowed after 1:00 A.M.

This will extend the hours of operation to midnight through the week and keep it at 1:30 A.M. on Friday and Saturday nights.

Staff will ask for Council's approval of this bill at the January 27th meeting.

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6179 AND SHALL AMEND TITLE VI OF THE CITY CODE OF THE CITY OF SIKESTON, MISSOURI, REGARDING BUSINESS LICENSING.

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

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

SECTION II: Section 610.090 is hereby amended and shall read as follows:

Section 610.090 Rules.

A. Any amusement or entertainment conducted pursuant to this Chapter shall comply with the following rules:

1. Hours of operation shall be limited from 9:00 A.M. to 12:00 A.M. (midnight) Sundays through Thursdays, and from 9:00 A.M. to 1:30 A.M. on Fridays, Saturdays, and holidays. No re-entry shall be allowed after 1:00 A.M.
2. Adequate restroom facilities shall be provided on the premises of such amusement or entertainment.
3. All electrical wiring and lighting must be approved by the City Engineer, Building Inspector or their representative.
4. Adequate facilities for the disposal of trash and debris shall be provided on the premises.
5. The premises shall be inspected prior to operation by the Director of Public Safety or his/her representative to determine that the requirements of this Chapter and any other ordinance of the City applicable to public rooms and buildings have been complied with.
6. The area of premises where such amusement or entertainment is conducted shall be cleaned and policed after the cessation of such amusement or entertainment and all trash, litter and debris shall be removed.
7. Adequate licensed security must be provided at the cost of the event/business owner for any event that extends past 11:00 P.M.

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

SECTION V: Record of Passage:

- A. Bill Number 6179 was introduced and read the first time this 6th day of January 2020.
- B. Bill Number 6179 was read the second time and discussed this 27th day of January, 2020, and voted as follows:

Self \_\_\_\_\_, Williams \_\_\_\_\_, Evans \_\_\_\_\_, Merideth \_\_\_\_\_,  
Settles \_\_\_\_\_, Sparks \_\_\_\_\_, and Burch \_\_\_\_\_,  
thereby being \_\_\_\_\_,  
and becoming Ordinance 6179.

C. Ordinance 6179 shall be in full force and effect from and after February 26, 2020.

\_\_\_\_\_  
Steven Burch, Mayor

\_\_\_\_\_  
Approved as to form  
Tabatha Thurman, City Counselor

Seal / Attest:

\_\_\_\_\_  
Carroll Couch, City Clerk

# **Council Letter**

---

Council Letter: 20-01-06

Originating Department: Department of Governmental Services

To the Mayor and City Council:

Subject: Appointment to Scott County Extension Council

Attachments:  
None

Action Options:  
A. Make appointment for 2-year term  
B. Other action as may be deemed appropriate

Background:

The Extension Council is comprised of elected and appointed citizens, and partners with Missouri's land-grant universities to deliver education and research-based information to area residents in Scott County and make recommendations for University of Missouri Outreach programming. It meets at 7 p.m. on the first Tuesday of the month at the Scott County Extension Center in Benton.

We currently have two Citizens Resource Bank Applications on file:

Brian Scott Ezell, 723 Great Falls Trail  
Holly Greene, 912 Stanford

The current City-appointed representative to this board is Susan Howle Werner. Her 2-year term expires February 29, 2020, but she is eligible for a second term. Staff is requesting an appointment to this board. The appointee must be a resident of both the City and Scott County. This appointment becomes effective March 2, 2020 and expires February 28, 2022.

# **Council Letter**

---

Date of Meeting: 20-01-06

Originating Department: Department of Public Safety - Fire Division

To the Mayor and City Council:

Subject: Purchase of Firefighter turnout gear

Attachments:

1. Quote for Veridian Turnout Gear

Action Options:

1. Approval to proceed with the purchase
2. Other action deemed appropriate by City Council

Background:

Department of Public Safety Fire Division is requesting permission to proceed with the purchase of ten (10) sets Veridian turnout gear, including coats, pants, boots, protective hood, helmet, and gloves. This budgeted purchase would total \$31,640 for ten sets of turnout gear to outfit employees for firefighting activities.

Currently we have some employees without serviceable fire gear, and other employees who have fire gear that is reaching the end of its serviceable life expectancy. Purchasing these ten sets will allow us to better our equipment inventory standings and ensure we have safe and serviceable gear issued to our staff.

We are seeking to award the purchase to Feld Fire Equipment who is the sole vendor in this geographical area for Veridian Turnout Gear.

# **FELD FIRE EQUIPMENT**

*We've got you Covered*

113 Griffith Road  
Carroll, IA 51401

Telephone: 712-792-3143  
Toll Free: 800-568-2403

City of Sikeston, Mo  
Att: Austin Henely

## **VERIDIAN TURNOUT GEAR**

We are pleased to provide you with the following proposal in response to your Invitation to Quote:

### **VERIDIAN TURNOUT GEAR, BOOTS, GLOVES, HOOD AND HELMET:**

- Veridian coat and pant, Built with PBI Max outer shell, Glide Ice inner shell, Kevlar lined pockets with added Kevlar pocket trim  
**Quantity of 1= \$2,450**
- Black Diamond Leather Boots  
**Quantity of 1 = \$299**
- Kevlar Hood  
**Quantity of 1= \$28**
- Cairns Defender Helmet with Bourkes  
**Quantity of 1 = \$308**
- Veridian Fire Armor Gloves  
**Quantity of 1 = \$79**

**Total Bid Price: \$3,164**

Pricing includes delivery to City of Sikeston.

Delivery is 8-10 weeks after receipt of order.

If there are any questions on this quotation, please do not hesitate to contact me.

Thank you for the opportunity to quote on your requirements.

Sincerely,

Jeremy R. Perrien  
Sales Representative  
Email: [jperrien81@gmail.com](mailto:jperrien81@gmail.com)  
Cell: 573-258-2336

# Council Letter

---

Date of Meeting: 20-01-06

Originating Department: Department of Public Safety - Fire Division

To the Mayor and City Council:

Subject: Purchase of Fire Division supply hose

Attachments:

1. Quote for twenty-five (25) 100 foot sections of Mercedes Megaflo 5 inch supply hose

Action Options:

1. Approval to proceed with the purchase
2. Other action deemed appropriate by City Council

Background:

Department of Public Safety Fire Division is requesting permission to proceed with the purchase of 25 sections of 100 foot length 5 inch fire hose. This hose is used primarily to supply water from the hydrant to the fire trucks during operations.

Currently, we have approximately 75 sections of five inch supply line equipping our fleet. Annually, we pressure test this hose in accordance with NFPA recommendations to ensure the serviceability of the hose. Recently, multiple sections have begun failing during the testing process. Some of these hoses have been temporarily repaired so they can continue to be used. The majority of the 75 sections of hose are between 19 and 21 years old and exceeding their expected service life. With no prior replacement schedule in place, we are seeking to replace approximately 1/3 of the hose inventory this year, and again the next two years to get the inventory replaced with new more reliable hose.

We are seeking to award the purchase to Tactical Fire Equipment, LLC who is the sole vendor for this geographical area for Mercedes Brand Fire Hose. The cost for 25 sections is \$19,237.50 and includes free shipping. Additionally, this hose brand provides for a 20 year warranty against hose delamination, which is a large portion of the failure reason in our existing inventory.

# TACTICAL

FIRE EQUIPMENT, LLC

Allan Macrae  
 HEAD OFFICE SHERIDAN, WY, USA  
 WRITE TO 1825 RIGAUD, BROSSARD  
 , Quebec  
 Canada J4X 2J5

CAPTAIN AUSTIN HENLEY  
 SIKESTON FIRE DEPARTMENT  
 201 S KINGSHIGHWAY  
 SIKESTON Missouri  
 United States  
 63801  
 573-620-6155

Ship to address  
 Same

Bill to address  
 Same

Quote No. / Order No.: 12868  
 Order placed: 2019-12-16  
 Status: Pending

Prepared by: **ALLAN MACRAE (TACTICAL FIRE EQUIPMENT, LLC)**

Terms: NET 30 DAYS  
 Valid for: 30 Days  
 FOB:  
 prepaid on \$7500 + to your location or  
 approved!

Est. ship date:  
 16-18 WEEKS ARO  
 Quoted by: Allan MacRae

Part no.	Description	Quantity	Selling price	Total Selling price	Weight (lbs)	Weight (kg)	Volume (Cu Ft)	Volume (Cu M)
23150100AT	Megaflo® Breather (Diameter: 5" / 127mm, Length: 100' / 30.5M) STATE COLOR CHOICE	25	\$0.00	\$0.00	85.80	39.00	1.4200	0.0400
5180RZAG	Alum. Coupling 5" STORZ Gold anodized with IReflect lock levers (HYDROWICK) .. Set	25	\$0.00	\$0.00	10.82	4.92	0.2963	0.0084
COMBINED TOTAL COST		25	\$769.50	\$19,237.50	0.00	0.00	0.0000	0.0000
				\$19,237.50	2416 (lbs)	1098 (kg)	42.907 (Cu Ft)	1.2150 (Cu M)

Currency: USD  
 All applicable taxes extra  
 Transportation extra



# **Council Letter**

---

Date of Meeting: January 6, 2020

Originating Department: City Manager

To the Mayor and City Council:

Subject: 60 West TIF District Amendments

Attachment(s):

1. Emergency Bill #6180
2. Amended and Restated Parcel Development Agreement
3. Second Amended and Restated Redevelopment Agreement
4. First Amendment to Intergovernmental Cooperation Agreement

Action Options:

1. First reading of Emergency Bill #6180
2. Other Action Council May Deem Necessary

Background:

Cotton Ridge Development has requested amendments to the Sikeston 60 West TIF District to free up funds and allow more flexibility for the developer's financing of improvements in the district. The changes require execution of several amended documents, which are attached. Adoption of Bill Number 6180 authorizes execution of these documents, and it is presented as an emergency measure so that the effective date corresponds with distribution schedules for the affected tax increment financing revenues among the developers; it does not affect the City's distribution schedule. The bill will go into effect immediately upon passage. Second reading of the bill is scheduled for January 27.

The City distributes TIF revenues to the developers on a quarterly basis, and also receives a portion of those revenues to reimburse the City for its initial investment in the infrastructure. The original agreements were designed to pay back the City for its investment over a period of 15 years. Currently, at three of those distributions the TIF revenues do not meet the quarterly "debt service" payment (although it should be noted that debt was not actually issued for the City's portion of the project, the amount is only amortized to come up with a repayment schedule), and at the fourth distribution (May of each year) the payment exceeds the debt service because the property tax increment is included in that payment, in addition to the sales tax increment. New

Madrid County participates in the TIF district by reimbursing the City half of any quarterly shortfall. At the current projected pace, the City will be paid back for its initial investment in 10 years instead of the originally contemplated 15 years.

Cotton Ridge Development is requesting amendment to the agreements so that the TIF revenues above the scheduled debt service during the May distribution are distributed to the developers rather than the City. The effect of this change is to extend the City's payback period from 10 years back to the original 15 year projection. The City will still receive full reimbursement from TIF revenues for the City's investment in the infrastructure. New Madrid County has already approved its portion of these amended agreements.

**AN EMERGENCY ORDINANCE APPROVING A FIRST AMENDMENT TO INTERGOVERNMENTAL COOPERATION AGREEMENT, SECOND AMENDED AND RESTATED REDEVELOPMENT AGREEMENT AND AMENDED AND RESTATED PARCEL DEVELOPMENT AGREEMENT IN CONNECTION WITH THE SIKESTON 60 WEST TAX INCREMENT FINANCING REDEVELOPMENT PLAN.**

**WHEREAS**, the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended (the “Act”), authorizes municipalities to undertake redevelopment projects in blighted, conservation or economic development areas, as defined in the Act; and

**WHEREAS**, pursuant to Ordinance No. 5973, adopted on January 5, 2015, the City Council approved “The Sikeston 60 West Tax Increment Financing Redevelopment Plan” (as subsequently amended, the “Redevelopment Plan”) and designated the redevelopment area described therein (the “Redevelopment Area”) as a “redevelopment area” pursuant to the Act; and

**WHEREAS**, the City and New Madrid County (the “County”) are parties an Intergovernmental Cooperation Agreement dated as of May 6, 2015 (the “Existing Cooperation Agreement”) relating to the funding of certain “Infrastructure Improvements” benefiting the Redevelopment Area;

**WHEREAS**, the City, Sikeston Development Co., LLC (“SDC”), and Cotton Ridge Development Co., LLC (“CRD”) are parties to a certain Amended and Restated Redevelopment Agreement dated as of \_\_\_\_\_, 2016, as amended by the First Amendment to Amended and Restated Redevelopment Agreement with respect to the portion of the Redevelopment Area described in the Redevelopment Plan as “RPA 1” (the “Existing RPA 1 Redevelopment Agreement”);

**WHEREAS**, CRD, SDC, Rosewood Vanguard Corp. (the “Sub-Developer”) and the City are parties to a certain Parcel Development Agreement (Watami Sushi and Hibachi Steakhouse II) dated as of \_\_\_\_\_, 2017 relating to certain rights under the Existing RPA 1 Redevelopment Agreement (the “Existing Parcel Development Agreement”); and

**WHEREAS**, the parties to the Existing Cooperation Agreement, the Existing RPA 1 Redevelopment Agreement and the Existing Parcel Development Agreement desire to make certain revisions to those documents to revise the allocation of the TIF Revenues therein;

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

**Section 1.** The City Council finds and determines that it is necessary and desirable to enter into the following agreements (collectively, the “Amended Agreements”):

- (a) First Amendment to Intergovernmental Agreement between the City and the County, in substantially the form attached hereto as **Exhibit A**;
- (b) Second Amended and Restated Redevelopment Agreement among the City, SDC and CRD, in substantially the form attached hereto as **Exhibit B**; and

(c) Amended and Restated Parcel Development Agreement among CRD, SDC, the Sub-Developer and the City, in substantially the form attached hereto as **Exhibit C**.

The Mayor is hereby authorized and directed to execute the Amended Agreements on behalf of the City. The City Clerk is hereby authorized and directed to attest to the Amended Agreements and to affix the seal of the City thereto. The Amended Agreements shall be in substantially the forms attached to this Ordinance, which Amended Agreements are hereby approved by the City Council, with such changes therein as shall be approved by the officers of the City executing the same.

**Section 2.** The officers, agents and employees of the City are hereby authorized and directed to execute all documents and take such steps as they deem necessary and advisable in order to carry out and perform the purpose of this Ordinance.

**Section 3.** The sections of this Ordinance shall be severable. If any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections shall remain valid, unless the court finds that: (i) the valid sections are so essential to and inseparably connected with and dependent upon the void section that it cannot be presumed that the City Council has or would have enacted the valid sections without the void ones; and (ii) the valid sections, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

**Section 4. Emergency Clause.** This ordinance is adopted as an emergency measure so that the effective date corresponds with distribution schedules for the affected tax increment financing revenues.

**Section 5. Record of Passage:**

A. Emergency Bill number 6180 was introduced to the City Council and read the first time on this 6th day of January, 2020.

B. Emergency Bill number 6180 was read for the second and final time and discussed on this 27th day of January, 2020, and final passage thereon was voted as follows:

Burch \_\_\_\_\_, Evans \_\_\_\_\_, Merideth \_\_\_\_\_, Self \_\_\_\_\_,  
Settles \_\_\_\_\_, Sparks \_\_\_\_\_, Williams \_\_\_\_\_,  
thereby being \_\_\_\_\_.

C. Upon passage by the City Council, this bill shall become Ordinance 6180 and shall be in full force and effect immediately.

---

Mayor Steven Burch

---

Approved as to form  
Tabatha Thurman, City Attorney

**SEAL/ATTEST**

---

Carroll L. Couch, City Clerk

**FIRST AMENDMENT TO  
INTERGOVERNMENTAL COOPERATION AGREEMENT**

This **FIRST AMENDMENT TO INTERGOVERNMENTAL COOPERATION AGREEMENT** (this “First Amendment”) is made and entered into as of \_\_\_\_\_, 2020 (the “Effective Date”) by and between the **CITY OF SIKESTON, MISSOURI**, a charter city organized and existing under the laws of the State of Missouri (the “City”), and **NEW MADRID COUNTY, MISSOURI**, a county and political subdivision of the State of Missouri (the “County,” and together with the City, the “Parties”) *All capitalized terms used, but not otherwise defined herein shall have the meanings set forth in the below-defined Original Cooperation Agreement.*

**RECITALS**

**A.** The City and the County are parties to an Intergovernmental Cooperation Agreement dated as of May 6, 2015 (the “Original Cooperation Agreement”) relating to the funding of certain “Infrastructure Improvements” benefiting the “Redevelopment Area” described in The Sikeston 60 West Tax Increment Financing Redevelopment Plan (as amended, the “Redevelopment Plan”).

**B.** The City and the County desire to amend the Original Cooperation Agreement as provided herein to further encourage redevelopment of the Redevelopment Area.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the premises and mutual promises contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**1.** **Sections 3(b)(1) and (2)** of the Original Cooperation Agreement are hereby deleted and the following inserted in lieu thereof:

(1) to pay administrative costs as provided in the Second Amended and Restated Redevelopment Agreement dated as of \_\_\_\_\_, 2020 among the City, Sikeston Development Co., LLC and Cotton Ridge Development Co., LLC, as may be amended from time to time (the “Redevelopment Agreement”);

(2) 46.7% of the remaining RPA 1 TIF Revenues, but not to exceed \$16,903.40 per Calculation Period (as defined in the Redevelopment Agreement) (the “Available City Revenues”), to reimburse the City for costs of the Infrastructure Improvements, plus interest thereon at a rate of 3.0% per annum; and

**2.** Except as amended hereby, the Original Cooperation Agreement is and shall remain in full force and effect in accordance with the provisions thereof.

**3.** In the event of any inconsistency between the terms and provisions of the Original Cooperation Agreement and this First Amendment, the terms and provisions of this First Amendment shall prevail.

**IN WITNESS WHEREOF**, the Parties have caused this First Amendment to be executed and attested as of the date first written above.

**CITY OF SIKESTON, MISSOURI**

By: \_\_\_\_\_  
Name: Steven Burch  
Title: Mayor

(SEAL)

ATTEST:

By: \_\_\_\_\_  
Name: Carroll Couch  
Title: City Clerk

**NEW MADRID COUNTY, MISSOURI**

By: \_\_\_\_\_  
Name: Mark Barker  
Title: Presiding Commissioner

By: \_\_\_\_\_  
Name: Don Day  
Title: Commissioner

By: \_\_\_\_\_  
Name: Bobby Aycock, Jr.  
Title: Commissioner

(SEAL)

ATTEST:

By: \_\_\_\_\_  
Name: Clement Cravens  
Title: Clerk of the County Commission

## SECOND AMENDED AND RESTATED REDEVELOPMENT AGREEMENT

This **SECOND AMENDED AND RESTATED REDEVELOPMENT AGREEMENT** (the “Agreement”) is made and entered into as of \_\_\_\_\_, 2020 (the “Effective Date”) by and among the **CITY OF SIKESTON, MISSOURI**, a charter city organized and existing under the laws of the State of Missouri (the “City”), **SIKESTON DEVELOPMENT CO., LLC**, a limited liability company organized and existing under the laws of the State of Missouri (“SDC”), and **COTTON RIDGE DEVELOPMENT CO., LLC**, a limited liability company organized and existing under the laws of the State of Missouri (“CRD” and together with SDC, the “Developers”).

### RECITALS:

1. The Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended (the “Act”), authorizes municipalities to undertake redevelopment projects in blighted, conservation or economic development areas, as defined in the Act.

2. Pursuant to Ordinance No. 5973, adopted on January 5, 2015, the City Council approved “The Sikeston 60 West Tax Increment Financing Redevelopment Plan” (as subsequently amended, the “Redevelopment Plan”), designated the redevelopment area described therein (the “Redevelopment Area”) as a “redevelopment area” pursuant to the Act, and approved a redevelopment project (the “RPA 1 Redevelopment Project”) for the portion of the Redevelopment Area described in the Original Redevelopment Plan as “RPA 1” and legally described in **Exhibit A** attached hereto.

3. In response to a request for proposals, SDC submitted a proposal to the City regarding the RPA 1 Redevelopment Project (the “Proposal”), which Proposal includes the redevelopment of RPA 1 for commercial uses, including the construction of a movie theatre and associated infrastructure.

4. The Proposal requested that (a) the City fund, subject to reimbursement from tax increment financing revenues, a portion of the RPA 1 Redevelopment Project consisting of the extension of Hennings Drive, the extension of Stallcup Drive and the construction of a new roadway connecting Hennings Drive and Stallcup Drive within the Redevelopment Area (the “Infrastructure Improvements”) and (b) the City use tax increment financing revenues to reimburse the SDC for other portions of the RPA 1 Redevelopment Project.

5. SDC has assigned its interests in the Proposal and portions of the property in RPA 1 to CRD.

6. Pursuant to Ordinance Nos. \_\_\_\_\_ and \_\_\_\_\_, adopted on \_\_\_\_\_, 2016 and \_\_\_\_\_, 2017, respectively, the City Council authorized the City to enter into an Amended and Restated Redevelopment Agreement and First Amendment to Amended and Restated Redevelopment Agreement (collectively, the “Existing Redevelopment Agreement”) to provide the terms and conditions upon which the City, SDC and CRD will construct the RPA 1 Redevelopment Project and be reimbursed for certain costs, as contemplated by the Act and the Original Redevelopment Plan.

7. Pursuant to Ordinance No. \_\_\_\_, adopted on \_\_\_\_\_, 2019, the City Council authorized the City to enter into this Agreement to amend and restate the Existing Redevelopment Agreement as provided herein.

## AGREEMENT

**NOW, THEREFORE**, in consideration of the premises and mutual promises contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### **Section 1. Development.**

(a) The City hereby agrees to use reasonable efforts to complete or cause the completion of the Infrastructure Improvements at its own expense in phases, as development of the Redevelopment Area necessitates. The City shall have sole responsibility for the design of the Infrastructure Improvements. Notwithstanding the foregoing, if development of the Redevelopment Area does not necessitate completion of all of the Infrastructure Improvements by December 31, 2024, then the City shall have no obligation under this Agreement to complete any portion of the Infrastructure Improvements that is not needed for any development that is completed, under construction or for which building permits have been obtained as of December 31, 2024. Following completion of the Infrastructure Improvements, the City shall certify the cost of the Infrastructure Improvements to SDC.

(b) SDC hereby agrees to complete the “Work” described on **Exhibit B** attached hereto at its own expense no later than June 30, 2016. Completion of the Work shall be deemed to have occurred when the City issues an occupancy permit pursuant to its municipal code for the movie theatre to be constructed as part of the Work. Following receipt of the occupancy permit, SDC may submit a Certificate of Reimbursable Project Costs in substantially the form attached hereto as **Exhibit C** evidencing the costs of the Work for which SDC wishes to be reimbursed pursuant to **Section 5** below.

(c) CRD hereby agrees to complete the “Supplemental Work” described on **Exhibit B** attached hereto at its own expense as market conditions permit. Completion of portions of the Supplemental Work shall be deemed to have occurred when the City issues an occupancy permit pursuant to its municipal code for the retail, restaurant and office buildings to be constructed as part of the Supplemental Work. Following the receipt of an occupancy permit or permits for each of the retail, restaurant and/or office buildings to be constructed as part of the Supplemental Work, CRD may submit Certificates of Reimbursable Project Costs in substantially the form attached hereto as **Exhibit C** evidencing the costs of the Supplemental Work for which CRD wishes to be reimbursed pursuant to **Section 5** below.

(d) The City shall review the submitted Certificates of Reimbursable Redevelopment Project Costs and provide written objections, if any, to SDC or CRD, as applicable, within 30 days from receipt of the applicable Certificate of Reimbursable Redevelopment Project Costs. If any objections are provided, SDC or CRD, as applicable, shall cure such objections and resubmit the applicable Certificate of Reimbursable Redevelopment Project Costs. If no objections are provided within 30 days of receipt, the Certificate of Reimbursable Redevelopment Project Costs shall be deemed approved by the City on the 31st day following receipt (unless affirmatively approved by the City prior to such date).

**Section 2. Standards.** SDC will complete the Work and CRD will complete the Supplemental Work according to all applicable federal, state and local ordinances, laws, regulations and codes. The City may inspect the Work and the Supplemental Work in accordance with the applicable federal, state and local ordinances, laws, regulations and codes to ensure proper completion thereof.



**Section 3. Submission and Approval of Construction Plans.** The Developers shall submit construction plans for the Work and the Supplemental Work to the City as follows:

(a) *Initial Approval.* The Developers will submit to the City construction plans for the Work and the Supplemental Work and the City will review such plans for compliance with all applicable laws, statutes and ordinances, rules and regulations, including but not limited to the safety and zoning regulations of the City. The Developers will not begin the Work or the Supplemental Work until it has received all requisite approvals from the City and other applicable agencies as required by federal, state, and local law.

(b) *Changes.* The Developers may make changes to the construction plans in accordance with federal, state, and local law.

**Section 4. Release and Indemnification.**

(a) Notwithstanding anything herein to the contrary, the City, its governing body, officials, agents, employees and independent contractors shall not be liable to the Developers for damages of any kind or nature whatsoever if any ordinance adopted by the City or transaction completed by the City in connection with this Agreement is declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either the City is prevented from performing any of the covenants and agreements herein or the Developers is prevented from enjoying the rights and privileges hereof.

(b) The Developers release from and covenant and agree that the City and its governing body, officials, agents, employees and independent contractors shall not be liable for, and agree to, jointly and severally, indemnify and hold harmless the governing body, officials, agents, employees and independent contractors thereof against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the construction of the RPA 1 Redevelopment Project, except as such may be caused by the willful misconduct or negligence of the City, its governing body, officials, agents, employees or independent contractors.

(c) The Developers agree to, jointly and severally, indemnify, defend and hold harmless the City, its governing body, officials, agents, employees and independent contractors from and against any and all suits, claims and attorneys' fees resulting from, arising out of, or in any way connected with (i) the construction of the RPA 1 Redevelopment Project, or (ii) the negligence or willful misconduct of the Developers, its managers, officials, agents, employees or independent contractors in connection with the management, development, redevelopment and construction of the RPA 1 Redevelopment Project, except as such may be caused by the willful misconduct or negligence of the City, its governing body, officials, agents, employees or independent contractors.

(d) The Developers agree to, jointly and severally, indemnify, defend, and hold harmless the City, its governing body, officials, agents, employees and independent contractors from and against any and all claims, demands, costs, liabilities, damages or expenses, including reasonable attorneys' and consultants' fees, investigation and laboratory fees, court costs and litigation expenses, arising from: (i) any now existing or hereafter arising violation, actual or alleged, or any other liability, under or in connection with, any environmental laws relating to any products or materials previously, now or hereafter located upon, delivered to or in transit to or from RPA 1 in connection with the construction of the RPA 1 Redevelopment Project, regardless of whether such violation or alleged violation or other liability is asserted or has occurred or arisen before the date hereof or hereafter is asserted or occurs or arises and regardless of whether such violation or alleged violation or other liability occurs or arises as the result of any act, omission, negligence or misconduct of the City or any third party or otherwise; or (ii)

any breach, falsity or failure of any of the representations, warranties, covenants and agreements of the like.

(e) The City and its governing body, officials, agents, employees and independent contractors shall not be liable for any damage or injury to the persons or property of the Developers or their respective officers, agents, independent contractors or employees or any other person who may be about the Redevelopment Area or the RPA 1 Redevelopment Project due to any act of negligence of any person, except as such may be caused by the willful misconduct or negligence of the City, its governing body, officials, agents, employees, or independent contractors.

(f) No member of the governing body, officials, agents, employees or independent contractors of the City shall be personally liable to the Developers in the event of a default or breach by any party under this Agreement.

(g) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of its governing body, officials, agents, employees or independent contractors in their individual capacities.

#### **Section 5.      **Installment Payments by the City.****

(a) For purposes of **Sections 5** and **6** of this Agreement, the following terms shall have the following meanings:

“Payment Date” means every February 1, May 1, August 1 and November 1 following the Commencement Date and January 5, 2038.

“Calculation Period” means initially, the period from the Commencement Date to the last day of the second month preceding the first Payment Date; and thereafter, each period from the end of the previous Calculation Period to the last day of the second month preceding the next Payment Date, except that that the Calculation Period for the January 5, 2038 Payment Date shall be from October 1, 2037 to January 4, 2038.

“Commencement Date” means the first day of the month following the first month in which the City receives sales tax revenues generated from businesses located in RPA 1.

“Cooperation Agreement” means the Intergovernmental Cooperation Agreement dated as of May 6, 2015 by and between the City and New Madrid County, Missouri, as may be amended from time to time.

“Infrastructure Improvement Costs” means the costs of completing the Infrastructure Improvements, as certified by the City pursuant to **Section 1**, plus interest on such costs accruing at a rate of 3.0% per annum (assuming a 30/360 year) from the date that the City is first deemed to have advanced funds to pay Infrastructure Improvement Costs (as determined in accordance with the Cooperation Agreement).

“Reimbursable CRD Costs” means the costs of the Supplemental Work identified on the Certificates of Reimbursable Redevelopment Project Costs for the Supplemental Work approved by the City in the maximum amount of \$3,000,000 plus interest on such costs accruing at a rate of 4.5% per annum (assuming a 30/360 year) from the date that each applicable Certificate of

Reimbursable Redevelopment Project Costs is approved or deemed approved by the City pursuant to **Section 1**. The City and the Developers agree that Reimbursable CRD Costs can consist of any costs that qualify as a “redevelopment project cost” under Section 99.805 of the Act so long as such costs are incurred as part of the Supplemental Work.

“Reimbursable SDC Costs” means the costs of the Work identified on the Certificate of Reimbursable Redevelopment Project Costs for the Work approved by the City in the maximum amount of \$800,000 plus interest on such costs accruing at a rate of 4.5% per annum (assuming a 30/360 year) from the date that the Certificate of Reimbursable Redevelopment Project Costs is approved or deemed approved by the City pursuant to **Section 1**. Notwithstanding the foregoing, the City and SDC agree that the Certificate of Reimbursable Redevelopment Project Costs will only include costs relating to infrastructure and site work.

“TIF Revenues” means incremental real property taxes and economic activity taxes described in Sections 99.845.1(2)(a) and 99.845.3 of the Act, respectively, generated from RPA 1; provided, however, (i) the City shall have no obligation to include incremental utility taxes (if any) within this definition unless the Developers provide the City with copies of utility bills from businesses located in RPA 1 prior to the end of the applicable Calculation Period and (ii) economic activity taxes attributable to businesses that relocate into RPA 1 from elsewhere in the City (other than the movie theatre to be constructed as part of the Work) will be declared as “surplus” pursuant to the Act, returned to the applicable taxing districts and otherwise excluded from this definition.

(b) On each Payment Date and subject to annual appropriation, the City shall apply the TIF Revenues during the preceding Calculation Period as follows:

(i) The sum of \$1,000 shall be retained by the City as an administrative fee;

(ii) After deduction of the administrative fee described in (i) above, the remaining TIF Revenues shall be paid to the City and the Developers, as applicable, for the reimbursement of the Infrastructure Improvement Costs, the Reimbursable SDC Costs and Reimbursable CRD Costs. For each Calculation Period, 46.7% of the remaining TIF Revenues shall be allocated as follows: (1) up to \$16,903.40 shall be paid to the City for the reimbursement of Infrastructure Improvement Costs; and (2) any excess over \$16,903.40 shall be paid to CRD for the Reimbursable CRD Costs, unless the Developers agree otherwise in writing and provide written notice of such alternative arrangements in writing to the City. The residual 53.3% of the remaining TIF Revenues shall be paid to SDC for the Reimbursable SDC Costs, unless the Developers agree otherwise in writing and provide written notice of such alternative arrangements in writing to the City;

(iii) Notwithstanding anything to the contrary contained herein, if the City has been fully reimbursed for Infrastructure Improvement Costs, all of the TIF Revenues, after the deduction of the amount in (i), shall be paid to the Developers. The TIF Revenues paid to the Developers shall be paid first to SDC until all Reimbursable SDC Costs have been paid and then to CRD until all Reimbursable CRD Costs have been paid, unless the Developers agree otherwise in writing and provide written notice of such alternative arrangements in writing to the City; and

(iv) If CRD has been fully reimbursed for Reimbursable CRD Costs and SDC has been fully reimbursed for Reimbursable SDC Costs, then, subject to any obligations remaining under a Parcel Development Agreement, 100% of the TIF Revenues shall be paid to the City.

Notwithstanding anything to the contrary in this Section, the City and the Developers shall only be reimbursed up to the amount of the Infrastructure Improvement Costs, the Reimbursable SDC Costs and the Reimbursable CRD Costs and any payments to the Developers may be subject to a Parcel Development Agreement entered into pursuant to **Section 14**. Simultaneously with each Payment Date, the City shall provide the Developers with a written accounting showing the amount of TIF Revenues collected during the Calculation Period, the application of the TIF Revenues pursuant to this Section and the outstanding balance of Infrastructure Improvement Costs, Reimbursable SDC Costs and Reimbursable CRD Costs (including accrued, but unpaid interest) not yet reimbursed.

(c) Notwithstanding anything to the contrary contained herein, in lieu of the payments described in (b), the City may issue bonds, notes or other obligations secured by TIF Revenues and use the sale proceeds of the bonds, notes or other obligations to pay Infrastructure Costs, Reimbursable SDC Costs and Reimbursable CRD Costs. The Developers shall cooperate in good faith if the City decides to pursue any such issuance of bonds, notes or other obligations.

(d) The Developers shall cause all businesses located in RPA 1 to provide a consent to the release of confidential sales tax information to the City, in a form acceptable to the City, for the limited purpose of preparing and approving budgets, appropriation requests and other actions contemplated by this Agreement.

#### **Section 6. Annual Appropriation.**

(a) The City is obligated only to make the payments set forth in **Section 5** as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then-current fiscal year. The City agrees to cause the officials and employees in charge of drafting a budget to include the appropriations contemplated by this Agreement in the annual budgets presented to the City Council for its consideration. If TIF Revenues are generated, but no funds are legally appropriated or otherwise legally made available to make the required payments by this Agreement (an "Event of Nonappropriation"), this Agreement will terminate at the end of the City's then-current fiscal year. After the occurrence of an Event of Nonappropriation, the City must immediately post notice of such Event of Non-Appropriation on the EMMA system maintained by the Municipal Securities Rulemaking Board (or if the EMMA system has been discontinued, a system nationally recognized for communicating material events relating to municipal bonds).

(b) The obligation of the City to make the payments hereunder constitutes a current expense of the City, is from year to year, and does not constitute a mandatory payment obligation of the City in any fiscal year beyond the then-current fiscal year of the City. The City's obligations hereunder shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional, charter or statutory limitation or requirement concerning the creation of indebtedness by the City, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of the City.

**Section 7. Representations, Warranties and Covenants.**

(a) **By the City.** The City represents, warrants, covenants and agrees as a basis for the undertakings on its part contained herein that:

(i) The City is a home-rule City organized and existing under the laws of the State of Missouri and its Charter, and by proper action has been duly authorized to execute, deliver and perform this Agreement.

(ii) To the best of the City's knowledge, there are no lawsuits either pending or threatened that would affect the ability of the City to perform this Agreement.

(b) **By the SDC.** SDC represents, warrants, covenants and agrees as the basis for the undertakings on its part herein contained that:

(i) SDC is a limited liability company duly organized and existing under the laws of the State of Missouri, and has power to enter into, and by proper action has been duly authorized to execute, deliver and perform, this Agreement.

(ii) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, conflicts with or results in a breach of any of the terms, conditions or provisions of any restriction, agreement or instrument to which SDC is now a party or by which SDC is bound.

(iii) There are no lawsuits either pending or threatened that would affect the ability of SDC to proceed with the completion of the Work.

(iv) SDC agrees to maintain commercial general liability insurance for the Work in a policy amount of not less than the then-current absolute statutory waivers of sovereign immunity in Sections 537.600 and 537.610 of the Revised Statutes of Missouri, as amended, as may be revised annually by the Missouri Department of Insurance. SDC further agrees to name the City as an additional insured with respect to such policy and to annually provide evidence of such insurance policies to the City.

(v) SDC agrees to either (1) maintain a net worth of at least \$500,000 and to annually provide evidence to the City of such net worth throughout the term of this Agreement, (2) provide a guaranty (in form and substance reasonably acceptable to the City's legal counsel) of SDC's obligations to indemnify the City, as provided in this Agreement, by an entity having a net worth of at least \$500,000 or (3) annually provide evidence of contractual liability insurance (in form and substance reasonably acceptable to the City's legal counsel) that insures SDC's obligations to indemnify the City, as provided in this Agreement.

(c) **By the CRD.** CRD represents, warrants, covenants and agrees as the basis for the undertakings on its part herein contained that:

(i) CRD is a limited liability company duly organized and existing under the laws of the State of Missouri, and has power to enter into, and by proper action has been duly authorized to execute, deliver and perform, this Agreement.

(ii) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, conflicts with or results in a breach of any of the terms, conditions or provisions of any restriction, agreement or instrument to which CRD is now a party or by which CRD is bound.

(iii) There are no lawsuits either pending or threatened that would affect the ability of CRD to proceed with the completion of the Supplemental Work.

(iv) CRD agrees to maintain commercial general liability insurance for the Supplemental Work in a policy amount of not less than the then-current absolute statutory waivers of sovereign immunity in Sections 537.600 and 537.610 of the Revised Statutes of Missouri, as amended, as may be revised annually by the Missouri Department of Insurance. CRD further agrees to name the City as an additional insured with respect to such policy and to annually provide evidence of such insurance policies to the City.

(v) CRD agrees to either (1) maintain a net worth of at least \$500,000 and to annually provide evidence to the City of such net worth throughout the term of this Agreement, (2) provide a guaranty (in form and substance reasonably acceptable to the City's legal counsel) of CRD's obligations to indemnify the City, as provided in this Agreement, by an entity having a net worth of at least \$500,000 or (3) annually provide evidence of contractual liability insurance (in form and substance reasonably acceptable to the City's legal counsel) that insures CRD's obligations to indemnify the City, as provided in this Agreement.

**Section 8. Termination.** This Agreement shall terminate upon the earliest of any of the following:

- (a) the end of the current fiscal year in which there occurs an Event of Nonappropriation by the City;
- (b) the vacating of RPA 1 by the movie theatre constructed as part of the Work for more than three (3) consecutive months;
- (c) the satisfaction of all payments due under **Section 5(b)**; or
- (d) January 5, 2038.

**Section 9. Default and Remedies.**

(a) *Events of Default.* The following shall be events of default ("Events of Default") with respect to this Agreement:

(i) If any material representation made by a party in this Agreement, or in any certificate, notice, demand or request made by a party, in writing and delivered to the other party

pursuant to or in connection with this Agreement proves to be untrue or incorrect in any material respect as of the date made; or

(ii) Breach by a party of any material covenant, warranty or obligation set forth in this Agreement.

(b) *Remedies on Default.* In the case of an Event of Default by a party hereto or any successors to such party, such party or successor shall, upon written notice from another party, take immediate action to cure or remedy such Event of Default within sixty (60) days after receipt of such notice. If the Event of Default is not cured or remedied within such sixty (60) day period (or, in the case of Events of Default that cannot be cured within a sixty (60) day period, the defaulting party does make reasonable process toward curing the default and does not notify the aggrieved party of when default will be cured), then the aggrieved party may terminate this Agreement or institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default, including but not limited to, proceeding to compel specific performance by the party in default of its obligations. The prevailing party in any such proceedings shall be additionally entitled to recover court costs, costs of litigation or discovery and reasonable attorneys' fees from the non-prevailing party.

(c) *Other Rights and Remedies of Parties; Delay in Performance Waiver.*

(i) Any delay by a party in instituting or prosecuting any actions or proceedings or otherwise asserting their rights under this Agreement shall not operate to act as a waiver of such rights or to deprive them of or limit such rights in any way (it being the intent of this provision that the parties should not be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedies provided in this Agreement because of concepts of waiver, laches or otherwise); nor shall any waiver in fact made by a party with respect to any specific Event of Default by a party under this Agreement be considered or treated as a waiver of the rights of a party under this Section or with respect to the particular Event of Default, except to the extent specifically waived in writing by the other parties.

(ii) The rights and remedies of the parties to this Agreement (or their successors in interest) whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party of any one or more of such remedies shall not preclude the exercise by it, at the time or different times, of any other such remedies for the same Event of Default by another party. No waiver made by any party with respect to the performance, nor the manner of time thereof, or any obligation of another party or any condition to its own obligation under the Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of another party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect to regard to any other rights of the party making the waiver or any other obligations of another party.

(iii) Neither the City nor the Developers, nor any successor in interest, as the case may be, shall be considered in breach of, or in default of, any of its obligations under this Agreement or otherwise with respect to the RPA 1 Redevelopment Project, or progress in respect thereto, in the event of delay in the performance of any such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to acts of God, acts of a public enemy, acts of federal, state or local government (other than the City), litigation instituted by third parties, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, acts of nature, unusually severe weather or delays of

subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such delay, the time or times for performance of such obligations by the City or the Developers shall be extended for the period of the enforced delay; provided, that the party seeking the benefit of the provisions of this Section, shall within thirty (30) days after the beginning of any such enforced delay, have first notified the other party thereof in writing, of the cause or causes thereof, and requested an extension of the period of delay.

**Section 10. Amendment or Modification.** The parties to this Agreement may amend or modify this Agreement only by written instrument duly executed by the parties hereto.

**Section 11. Third Party Rights.** No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement.

**Section 12. Scope.** This Agreement constitutes the entire Agreement between the parties, and no statements, promises or inducements that are not contained in this Agreement will be binding on the parties.

**Section 13. Severability.** If any part, term or provision of this Agreement is held by a court of law to be illegal or otherwise unenforceable, such illegality or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term or provision was never part of this Agreement.

**Section 14. Transferability; Parcel Development Agreement.**

(a) This Agreement may not be assigned by the Developers without the express written approval of the City unless such assignment is to an entity succeeding to all or substantially all of the business of the applicable Developer or to an entity controlled by the applicable Developer or under common control with the applicable Developer (in which case the applicable Developer shall provide notice to the City of such assignment within 10 days from the date of such assignment).

(b) Notwithstanding the foregoing, the parties acknowledge that, from time to time, CRD may contract with other entities (“Sub-Developers”) to complete portions of the Supplemental Work. CRD shall retain all rights and responsibilities described in this Agreement with respect to any portion of the Supplemental Work completed by a Sub-Developer, except to the extent any rights and responsibilities are assigned pursuant to a “Parcel Development Agreement” entered into among the City, CRD and the Sub-Developer. All Parcel Development Agreements are subject to approval by the City Council. A form of Parcel Development Agreement is attached hereto as **Exhibit D**.

**Section 15. Notice.** Any notice required or permitted by this Agreement will be deemed effective when personally delivered in writing or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified, return receipt requested, and addressed as follows:

The City:	City of Sikeston 105 E. Center Street Sikeston, Missouri 63801 Attn: City Manager
-----------	--



With a copy to: Tabitha J. Thurman  
113 Court Street  
Charleston, Missouri 63834

And: Gilmore & Bell, P.C.  
One Metropolitan Square  
211 N. Broadway, Suite 2350  
St. Louis, Missouri 63102  
Attn: Mark D. Grimm, Esq.

SDC: Sikeston Development Company, LLC  
1 Park Avenue  
Wilson, Arkansas 72395  
Attn: John H. Johnson, Manager

With a copy to: Michael L. Bohannon  
670 N. Ranney Street  
Sikeston, Missouri 63801

CRD: Cotton Ridge Development Co., LLC  
670 N. Ranney Street  
Sikeston, Missouri 63801  
Attn: Michael Bohannon, Manager

With a copy to: John H. Johnson  
1 Park Avenue  
Wilson, Arkansas 72395

**Section 16. Immunity.** Nothing contained in this Agreement constitutes a waiver of the City's sovereign immunity under any applicable state law.

**Section 17. Jurisdiction and Venue.** Personal jurisdiction and venue for any civil action commenced by either party to this Agreement shall be deemed to be proper only if such action is commenced in the Circuit Court of Scott County, Missouri. The Developers expressly waive their rights to bring such action in or to remove such action to any other court whether state or federal.

**Section 18. Missouri Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Missouri.

**Section 19. Federal Work Authorization Program.** Simultaneously with the execution of this Agreement, the Developers will provide the City with affidavits and documentation meeting the requirements of Section 285.530, RSMo.

**Section 20. Counterparts.** This Agreement may be executed in several counterparts, which shall constitute one and the same instrument.

**Section 21. City Fees.** Simultaneously with the execution of this Agreement, the Developers shall pay the City the sum of not to exceed \$\_\_\_\_\_ for legal and other fees and expenses incurred in connection with the preparation of this Agreement.

[Remainder of Page Intentionally Left Blank]

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed and the City has caused its seal to be affixed hereto and attested as of the date first written above.

**CITY OF SIKESTON, MISSOURI**

By: \_\_\_\_\_  
Name: Steven Burch  
Title: Mayor

(SEAL)

ATTEST:

By: \_\_\_\_\_  
Name: Carroll Couch  
Title: City Clerk

**SIKESTON DEVELOPMENT CO., LLC**

By: \_\_\_\_\_  
Name: John A. Johnson  
Title: Manager

**COTTON RIDGE DEVELOPMENT CO.,  
LLC**

By: \_\_\_\_\_  
Name: Michael Bohannon  
Title: Manager

## EXHIBIT A

### RPA 1 DESCRIPTION

#### TIF DISTRICT (RPA 1 LEGAL DESCRIPTION)

A TRACT OR PARCEL OF LAND LYING IN AND BEING A PART OF U.S.P.S. NO. 159 AND A PART LOT 4 OF STALLCUP SUBDIVISION IN U.S.P.S. NO. 635 AND U.S.P.S. NO. 689, ALL IN TOWNSHIP 26 NORTH, RANGE 14 EAST, IN THE CITY OF SIKESTON, NEW MADRID COUNTY, MISSOURI AND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 1 IN BLOCK 4 OF COTTON RIDGE DEVELOPMENT, 1ST ADDITION TO THE CITY OF SIKESTON, NEW MADRID COUNTY, MISSOURI; THENCE S.09°51'24"E. ON AND ALONG THE EAST LINE OF LOT 4 OF STALLCUP SUBDIVISION A DISTANCE OF 1130.86 FEET TO THE NORTH R/W LINE OF U.S. HIGHWAY 60; THENCE S.61°17'04"W. ON AND ALONG THE NORTH R/W LINE OF U.S. HIGHWAY 60 A DISTANCE OF 772.21 FEET; THENCE S.66°03'14"W. CONTINUING ON AND ALONG THE NORTH R/W LINE OF U.S. HIGHWAY 60 A DISTANCE OF 504.60 FEET; THENCE S.71°00'38"W. CONTINUING ON AND ALONG THE NORTH R/W LINE OF U.S. HIGHWAY 60 A DISTANCE OF 1099.51 FEET; THENCE S.66°03'14"W. CONTINUING ON AND ALONG THE NORTH R/W LINE OF U.S. HIGHWAY 60 A DISTANCE OF 59.50 FEET TO THE EAST R/W LINE OF THE BURLINGTON NORTHERN RAILROAD; THENCE N.05°19'29"W. ON AND ALONG THE EAST R/W LINE OF THE BURLINGTON NORTHERN RAILROAD A DISTANCE OF 3257.27 FEET TO THE NORTH LINE OF LOT 4 OF STALLCUP SUBDIVISION IN U.S.P.S. NO. 635 AND U.S.P.S. NO. 689 IN TOWNSHIP 26 NORTH, RANGE 14 EAST, NEW MADRID COUNTY, MISSOURI; THENCE N.80°34'49"E. ON AND ALONG THE NORTH LINE OF SAID LOT 4 A DISTANCE OF 1497.00 FEET TO EAST R/W LINE OF SCHOOL STREET; THENCE S.09°31'33"E. ON AND ALONG THE SAID EAST R/W LINE OF SCHOOL STREET A DISTANCE OF 471.17 FEET TO THE SOUTH R/W LINE OF STALLCUP DRIVE; THENCE N.80°34'49"E. ON AND ALONG THE SOUTH LINE OF SAID SOUTH R/W LINE OF STALLCUP DRIVE A DISTANCE OF 262.70 FEET TO NORTHEAST CORNER OF LOT 8 OF THE J.C. PENNEY'S REPLAT OF LOTS 6, 7, 8, 9, 10, 11, 12, 13 AND 14 OF HENNING'S SUBDIVISION TO THE CITY OF SIKESTON, NEW MADRID COUNTY, MISSOURI; THENCE S.09°50'23"E. ON AND ALONG THE EAST LINE OF SAID LOT 8 A DISTANCE OF 1055.37 FEET; THENCE N.80°08'53"E. A DISTANCE OF 345.15 FEET; THENCE S.09°51'24"E. A DISTANCE OF 9.56 FEET TO THE POINT OF BEGINNING. CONTAINING IN ALL 137.91 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS, IF ANY, AFFECTING THE SAME.

## **EXHIBIT B**

### **DESCRIPTION OF WORK**

The “Work” includes the construction of an approximately 25,000 square foot movie theatre within RPA 1 and associated property acquisition, site preparation, utility extensions, and public improvements within RPA 1 to support the movie theatre and other development within RPA 1 (but not including the Infrastructure Improvements).

The “Supplemental Work” includes the construction of approximately 90,000 square feet of retail, restaurant and/or office buildings within RPA 1 and associated property acquisition, site preparation, utility extensions, and public improvements within RPA 1 to support such development within RPA 1 (but not including the Infrastructure Improvements).

**EXHIBIT C**

**FORM OF CERTIFICATE OF REIMBURSABLE PROJECT COSTS**

Certificate of Reimbursable Project Costs

TO: City of Sikeston, Missouri  
105 E. Center Street  
Sikeston, Missouri 63801  
Attention: City Manager

**Re: City of Sikeston, Missouri, RPA 1 – Sikeston 60 West Redevelopment Area**

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Second Amended and Restated Redevelopment Agreement dated as of \_\_\_\_\_, 2019 (the “*Agreement*”) among the City of Sikeston, Missouri (the “*City*”), Sikeston Development Co., LLC (“*SDC*”) and Cotton Ridge Development Co., LLC (“*CRD*”). In connection with said Agreement, the undersigned hereby states and certifies that:

1. Each item listed on **Schedule 1** hereto is a Reimbursable [SDC / CRD] Cost that was incurred in connection with the completion of the [Work / Supplemental Work].

2. These Reimbursable [SDC / CRD] Costs have been paid by [SDC / CRD] and are reimbursable under the Act and the Agreement.

3. There has not been filed with or served upon [SDC / CRD] any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.

4. All necessary permits and approvals required for the [Work / Supplemental Work] are in full force and effect.

5. If any cost item to be reimbursed under this Certificate is deemed not to constitute a “redevelopment project cost” within the meaning of the Act, [SDC / CRD] shall have the right to substitute other eligible Reimbursable [SDC / CRD] Costs for payment hereunder.

6. [SDC / CRD] is not in default or breach of any term or condition of the Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

[SDC / CRD]

By: \_\_\_\_\_  
[Name], [Title]

Approved for Payment this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_:

**CITY OF SIKESTON, MISSOURI**

By: \_\_\_\_\_  
[Name], [Title]

**EXHIBIT D**

**FORM OF PARCEL DEVELOPMENT AGREEMENT**

**PARCEL DEVELOPMENT AGREEMENT**

(Name of Sub-Developer)

This **PARCEL DEVELOPMENT AGREEMENT** (“Parcel Development Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and among **COTTON RIDGE DEVELOPMENT CO., LLC** (“CRD”), \_\_\_\_\_ (the “Sub-Developer”) and the **CITY OF SIKESTON, MISSOURI** (the “City”). *Capitalized terms used herein and not otherwise defined have the meanings set forth in the Second Amended and Restated Redevelopment Agreement dated as of \_\_\_\_\_, 2019 by and among the City, Sikeston Development Co., LLC and the Developer (the “Redevelopment Agreement”).*

RECITALS

A. The property legally described in **Exhibit A** attached hereto (the “Property”) is part of RPA 1 described in “The Sikeston 60 West Tax Increment Financing Redevelopment Plan” (as amended, the “Redevelopment Plan”) and is subject to the Redevelopment Agreement.

B. In accordance with **Section 14** of the Redevelopment Agreement, the parties hereto desire to enter into this Parcel Development Agreement to assign certain rights and responsibilities of the Developer under the Redevelopment Agreement to the Sub-Developer.

**NOW, THEREFORE**, for and in consideration of the promises and the covenants entered herein, the parties agree as follows:

1. The Sub-Developer has entered into a [purchase contract][lease] with CRD, pursuant to which the Sub-Developer will [acquire][lease] the Property.

2. The Sub-Developer intends to construct the following upon the Property:  
\_\_\_\_\_  
(the “Sub-Developer Project”).

3. The parties agree that the Sub-Developer Project constitutes part of the Supplemental Work described in the Redevelopment Agreement.

4. The Sub-Developer will comply with all requirements of the Redevelopment Agreement relating to the construction of the Sub-Developer Project.

5. CRD hereby assigns to Sub-Developer the following portion of its rights to receive TIF Revenues under **Section 5** of the Redevelopment Agreement:  
\_\_\_\_\_  
(the “Sub-Developer TIF Assistance”).

6. CRD hereby directs the City to, and the City hereby agrees to pay, the TIF Revenues constituting the Sub-Developer TIF Assistance (that would otherwise be paid to the Developer pursuant to **Section 5** of the Redevelopment Agreement) to the Sub-Developer, to the extent such TIF Revenues are available for such payments pursuant to the Redevelopment Agreement.



7. Notwithstanding anything herein to the contrary, the City, its governing body, officials, agents, employees and independent contractors shall not be liable to the Sub-Developer for damages of any kind or nature whatsoever if any ordinance adopted by the City or transaction completed by the City in connection with this Parcel Development Agreement or the Redevelopment Agreement is declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either the City is prevented from performing any of the covenants and agreements herein or in the Redevelopment Agreement or the Sub-Developer is prevented from enjoying the rights and privileges hereof.

8. The Sub-Developer releases from and covenants and agrees that the City and its governing body, officials, agents, employees and independent contractors shall not be liable for, and agrees to indemnify and hold harmless the governing body, officials, agents, employees and independent contractors thereof against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the construction of the Sub-Developer Project, except as such may be caused by the willful misconduct or negligence of the City, its governing body, officials, agents, employees or independent contractors.

9. The Sub-Developer agrees to indemnify, defend and hold harmless the City, its governing body, officials, agents, employees and independent contractors from and against any and all suits, claims and attorneys' fees resulting from, arising out of, or in any way connected with (i) the construction of the Sub-Developer Project, or (ii) the negligence or willful misconduct of the Sub-Developer, its managers, officials, agents, employees or independent contractors in connection with the management, development, redevelopment and construction of the Sub-Developer Project, except as such may be caused by the willful misconduct or negligence of the City, its governing body, officials, agents, employees or independent contractors.

10. The Sub-Developer agrees to indemnify, defend, and hold harmless the City, its governing body, officials, agents, employees and independent contractors from and against any and all claims, demands, costs, liabilities, damages or expenses, including reasonable attorneys' and consultants' fees, investigation and laboratory fees, court costs and litigation expenses, arising from: (i) any now existing or hereafter arising violation, actual or alleged, or any other liability, under or in connection with, any environmental laws relating to any products or materials previously, now or hereafter located upon, delivered to or in transit to or from the Property in connection with the construction of the Sub-Developer Project, regardless of whether such violation or alleged violation or other liability is asserted or has occurred or arisen before the date hereof or hereafter is asserted or occurs or arises and regardless of whether such violation or alleged violation or other liability occurs or arises as the result of any act, omission, negligence or misconduct of the City or any third party or otherwise; or (ii) any breach, falsity or failure of any of the representations, warranties, covenants and agreements of the like.

11. The City and its governing body, officials, agents, employees and independent contractors shall not be liable for any damage or injury to the persons or property of the Sub-Developer or its officers, agents, independent contractors or employees or any other person who may be about the Property due to any act of negligence of any person, except as such may be caused by the willful misconduct or negligence of the City, its governing body, officials, agents, employees, or independent contractors.

12. No member of the governing body, officials, agents, employees or independent contractors of the City shall be personally liable to the Sub-Developer in the event of a default or breach by any party under this Parcel Development Agreement or the Redevelopment Agreement.

13. All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of its governing body, officials, agents, employees or independent contractors in their individual capacities.

14. The Sub-Developer shall provide ten days' prior written notice to the Developer and City of any assignment of its interest in this Parcel Development Agreement. The Developer's interest in this Parcel Development Agreement shall be automatically assigned to all successors and , including, without limitation, acknowledges that it has been provided with and/or has reviewed true and accurate copies of the Development Plan, the Development Plan Ordinance, the Agreement and all other documents associated with the Development Plan that may be necessary for Sub-Developer to make an informed decision regarding purchase of the Property with respect to the matters set forth in those documents and this Parcel Development Agreement.

15. This Parcel Development Agreement shall be governed by the laws of the State of Missouri.

16. This Parcel Development Agreement shall be deemed terminated upon the termination of the Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

**COTTON RIDGE DEVELOPMENT CO.,  
LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**[SUB-DEVELOPER]**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CITY OF SIKESTON, MISSOURI**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Mayor

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

**AMENDED AND RESTATED PARCEL DEVELOPMENT AGREEMENT**  
(Watami Sushi and Hibachi Steakhouse II)

This **AMENDED AND RESTATED PARCEL DEVELOPMENT AGREEMENT** (“Parcel Development Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and among **COTTON RIDGE DEVELOPMENT CO., LLC** (“CRD”), **SIKESTON DEVELOPMENT CO., LLC** (“SDC”), **ROSEWOOD VANGUARD CORP.**, a Missouri corporation d/b/a Watami Sushi and Hibachi Steakhouse II (the “Sub-Developer”), and the **CITY OF SIKESTON, MISSOURI** (the “City”). *Capitalized terms used herein and not otherwise defined have the meanings set forth in the Second Amended and Restated Redevelopment Agreement dated as of \_\_\_\_\_, 2020 by and among the City, the Developer and Sikeston Development Co., LLC (the “Redevelopment Agreement”).*

RECITALS

A. The property legally described in **Exhibit A** attached hereto (the “Property”) is part of RPA 1 described in “The Sikeston 60 West Tax Increment Financing Redevelopment Plan” (as amended, the “Redevelopment Plan”) and is subject to the Redevelopment Agreement.

B. In accordance with **Section 14** of the Redevelopment Agreement, the parties hereto desire to enter into this Parcel Development Agreement to assign certain rights and responsibilities of the Developer under the Redevelopment Agreement to the Sub-Developer.

**NOW, THEREFORE**, for and in consideration of the promises and the covenants entered herein, the parties agree as follows:

1. The Sub-Developer has purchased the Property from CRD.
2. The Sub-Developer has constructed an approximately 8,000 square foot restaurant and an associated parking lot on the Property (the “Sub-Developer Project”).
3. The parties agree that the Sub-Developer Project constitutes part of the Supplemental Work described in the Redevelopment Agreement.
4. The Sub-Developer has complied with all requirements of the Redevelopment Agreement relating to the construction of the Sub-Developer Project, including, without limitation, the submission of construction plans pursuant to **Section 3** of the Redevelopment Agreement.
5. CRD and SDC hereby assign to Sub-Developer the following portion of their rights to receive TIF Revenues under **Section 5** of the Redevelopment Agreement:
  - Of the TIF Revenues payable to SDC under Sections 5(b)(ii) and (iii) of the Second Amended And Restated Redevelopment Agreement (the “SDC TIF Revenues”), an amount equal to 93.8% of those SDC TIF Revenues generated solely from the Property shall be paid to Sub-Developer up to a cumulative maximum of \$100,000.00 (the “Sub-Developer TIF Assistance”).
6. CRD and SDC hereby direct the City to pay, and the City hereby agrees to pay, the TIF Revenues constituting the Sub-Developer TIF Assistance (that would otherwise be paid to CRD and SDC pursuant to **Section 5** of the Redevelopment Agreement) to the Sub-Developer, to the extent such TIF Revenues are available for such payments pursuant to the Redevelopment Agreement and CRD has

submitted a Certificate of Reimbursable Project Costs in connection with the Sub-Developer Project identifying at least \$100,000 of Reimbursable CRD Costs.

7. Notwithstanding anything herein to the contrary, the City, its governing body, officials, agents, employees and independent contractors and CRD and SDC and their respective members, managers, agents, servants and employees (each a “Released and Indemnified Party” and collectively, the “Released and Indemnified Parties”) shall not be liable to the Sub-Developer for damages of any kind or nature whatsoever if any ordinance adopted by the City or transaction completed by the City in connection with this Parcel Development Agreement or the Redevelopment Agreement is declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either the City is prevented from performing any of the covenants and agreements herein or in the Redevelopment Agreement or the Sub-Developer is prevented from enjoying the rights and privileges hereof.

8. The Sub-Developer releases from and covenants and agrees that the Released and Indemnified Parties shall not be liable for, and agrees to indemnify and hold harmless the Released and Indemnified Parties against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the construction of the Sub-Developer Project, except City-related Released and Indemnified Parties if caused by the willful misconduct or negligence of the City, its governing body, officials, agents, employees or independent contractors and CRD-related and SDC-related Released and Indemnified Parties if caused by the willful misconduct or negligence of CRD and SDC or their respective members, managers, agents, servants and employees.

9. The Sub-Developer agrees to indemnify, defend and hold harmless the Released and Indemnified Parties from and against any and all suits, claims and attorneys’ fees resulting from, arising out of, or in any way connected with (i) the construction of the Sub-Developer Project, or (ii) the negligence or willful misconduct of the Sub-Developer, its managers, officials, agents, employees or independent contractors in connection with the management, development, redevelopment and construction of the Sub-Developer Project, except City-related Released and Indemnified Parties if caused by the willful misconduct or negligence of the City, its governing body, officials, agents, employees or independent contractors and CRD-related and SDC-related Released and Indemnified Parties if caused by the willful misconduct or negligence of CRD or SDC or their respective members, managers, agents, servants and employees.

10. The Sub-Developer agrees to indemnify, defend, and hold harmless the Released and Indemnified Parties from and against any and all claims, demands, costs, liabilities, damages or expenses, including reasonable attorneys’ and consultants’ fees, investigation and laboratory fees, court costs and litigation expenses, arising from: (i) any now-existing or hereafter-arising violation, actual or alleged, or any other liability, under or in connection with, any environmental laws relating to any products or materials previously, now or hereafter located upon, delivered to or in transit to or from the Property in connection with the construction of the Sub-Developer Project, regardless of whether such violation or alleged violation or other liability is asserted or has occurred or arisen before the date hereof or hereafter is asserted or occurs or arises and regardless of whether such violation or alleged violation or other liability occurs or arises as the result of any act, omission, negligence or misconduct of the City, CRD, SDC or any third party or otherwise; or (ii) any breach, falsity or failure of any of the representations, warranties, covenants and agreements of the like.

11. The City and its governing body, officials, agents, employees and independent contractors shall not be liable for any damage or injury to the persons or property of the Sub-Developer or its officers, agents, independent contractors or employees or any other person who may be about the Property due to any act of negligence of any person, except to the extent caused by the willful misconduct

or negligence of the City, its governing body, officials, agents, employees, or independent contractors. CRD and SDC and their respective members, managers, agents, servants and employees shall not be liable for any damage or injury to the persons or property of the Sub-Developer or its officers, agents, independent contractors or employees or any other person who may be about the Property due to any act of negligence of any person, except to the extent caused by the willful misconduct or negligence of CRD or SDC or their respective members, managers, agents, servants and employees.

12. No member of the governing body, officials, agents, employees or independent contractors of the City shall be personally liable to the Sub-Developer in the event of a default or breach by any party under this Parcel Development Agreement or the Redevelopment Agreement.

13. All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of its governing body, officials, agents, employees or independent contractors in their individual capacities.

14. The Sub-Developer shall provide ten days' prior written notice to CRD, SDC and the City of any assignment of its interest in this Parcel Development Agreement. The Sub-Developer's interest in this Parcel Development Agreement shall be automatically assigned to all successors in interest. The Sub-Developer acknowledges that it has been provided with and/or has reviewed true and accurate copies of the Redevelopment Plan, the Redevelopment Plan Ordinance, the Redevelopment Agreement and all other documents associated with the Redevelopment Plan that may be necessary for Sub-Developer to make an informed decision regarding purchase of the Property with respect to the matters set forth in those documents and this Parcel Development Agreement.

15. This Parcel Development Agreement shall be governed by the laws of the State of Missouri.

16. This Parcel Development Agreement shall be deemed terminated upon the termination of the Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

**COTTON RIDGE DEVELOPMENT CO.,  
LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SIKESTON DEVELOPMENT CO., LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ROSEWOOD VANGUARD CORP. d/b/a  
WATAMI SUSHI AND HIBACHI  
STEAKHOUSE II**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CITY OF SIKESTON, MISSOURI**

By: \_\_\_\_\_  
Name: Steven H. Burch  
Title: Mayor



**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

Lot 1, Block 4, Cotton Ridge Development, 1<sup>st</sup> Addition to the City of Sikeston, New Madrid County, Missouri.

# **Council Letter**

---

Date of Meeting: January 6, 2020

Originating Department: City Manager

To the Mayor and City Council:

Subject: Fireworks

Attachment(s):

1. Bill #6166

Action Options:

1. Conduct first reading of Bill Number 6166
2. Other Action Council May Deem Necessary

Background:

The Sikeston City Code currently contains a blanket prohibition on the sale and use of fireworks inside the city limits. The Mayor has asked the Council to consider Bill #6166, which would allow the sale of fireworks within city limits, but not their use.

**BILL Number 6166**

**ORDINANCE Number 6166**

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6166 AND SHALL AMEND ARTICLE IV, CHAPTER 210, OF THE CITY CODE ESTABLISHING OFFENSES 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: Article IV, Chapter 210, Section 210.560 – Fireworks; shall be amended to read as follows:

A. It is unlawful for any person to willfully or promiscuously fire or shoot off or to set off, use, burn, explode or fire off any firecrackers, fireworks, torpedoes, bombs, rockets, pinwheels, fire balloons, Roman candles, or other fireworks of like kind or nature within the City.

~~B. No person shall sell or expose for sale any fireworks, firecrackers, torpedoes, bombs, rockets, pin wheels, fire balloons, Roman candles, or other fireworks of like kind or nature within the City; provided however, that this shall not be construed to prohibit the sale of fireworks in wholesale lots by any person holding a wholesale license to do business within the City for use or sale outside the limits of the City.~~

~~C. The firing and shooting of fireworks as herein described shall at all times be prohibited in and on the public places within the City unless a permit shall first have been secured from the Department of Public Safety authorizing such activity at a given place and time by the sponsoring organization, all as provided for by Ordinance Number 5021, said permit language is on file in the City offices.~~

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

SECTION V: Record of Passage:

- A. Bill Number 6166 was introduced and read the first time this 6<sup>th</sup> day of January, 2020.
- B. Bill Number 6166 was read the second time and discussed this 27<sup>th</sup> day of January, 2020, and voted as follows:

Williams \_\_\_\_\_, Evans \_\_\_\_\_, Merideth \_\_\_\_\_,  
 Self \_\_\_\_\_, Sparks \_\_\_\_\_, Settles \_\_\_\_\_,  
 Burch \_\_\_\_\_, thereby being

\_\_\_\_\_  
 becoming ordinance 6166.

- C. Ordinance 6166 shall be in full force and effect from and after February 26, 2020.

\_\_\_\_\_  
 Steven H. Burch, Mayor

---

Approved as to form  
Tabatha Thurman, City Counselor

Seal / Attest:

---

Carroll Couch, City Clerk

# **Council Letter**

---

Date of Meeting: January 6, 2020

Originating Department: City Manager

To the Mayor and City Council:

Subject: Essex Building Lease

Attachment(s):

1. Letter from Buchheit

Action Options:

1. Authorize City Manager to Negotiate and Execute Lease
2. Other Action Council May Deem Necessary

Background:

Buchheit Logistics, Inc. currently leases both the north and south portions of the City-owned Essex Building at 1620 E. Malone, at the lease rates of \$3,000/mo for the north building and \$3,015/mo for the majority of the square footage in the south building. Buchheit has proposed completing certain repairs to the floors, dock doors, man doors, and electrical/lighting systems at their expense, in exchange for rent reduction in equal values on the south building only. The City would continue to collect the full rent on the north building while forgiving rent on the south building for verified expenditures up to \$69,021.

Staff seeks Council authorization to negotiate and execute an amended lease with the general terms outline above.



600 Daugherty St, Scott City, MO 63780

Phone: 573-264-1700 Fax: 573-264-3256

November 27, 2019

Mike Marshall, President and CEO  
Sikeston Regional Chamber of Commerce and Economic Development  
128 N. New Madrid  
Sikeston, MO 6380

Mr. Jonathan Douglass, City Manager  
City of Sikeston  
105 East Center St.  
Sikeston, MO 63801

Gentlemen,

I am writing today to follow up on our summer discussions about rehabbing the warehouse facility at 1620 E Malone, Sikeston, MO.

As we have been discussing, there are numerous projects we would like to undertake, with City participation to enhance the viability of this facility. Those include;

1. Floor pits, obstacles and voids. We have received a complete bid from Mr. Gator to rehab these areas for \$26,500.00. I have asked but have not received a breakdown on those charges but will prior to beginning any remedial action. Not sure if all that needs to be spent, however that is the quote provided. I have since found another contractor interested in doing that project in phases possibly more economical.
2. Rollup and dock leveler repairs and necessary replacements to bring into compliance with current security, load out efficiency and pest control processes, \$52,720.00
3. Replace broken dock leveler on door #4. \$8,056.00
4. Remove and replace 7 exterior man-doors with new including emergency panic bars. \$27,708.00
5. Electrical enhancements to R & R lighting on the main building \$20,000 for minimal enhancements to be followed up with more detail.

This aggregate of these estimate is \$134,984.

Our initial request would be to do approval for the priority items based on our determination and verified by progress reports to the City. Those priorities would include;

- Floor repairs in total. \$26,500
- Malone St Barn door replacement \$ 7,049
- Door openers for docks 2 & 4 \$ 2,472
- Replace 3 of the 7 man doors & locks \$13,000
- Electrical upgrade \$20,000
- Total requested is for \$69,021.00 in rent reduction.

The above assumes that the City will make progress addressing the roofing issues that have been discussed, I understand repair consultations have taken place.

Lastly, we have not yet investigated the entire facilities fire suppression system, we will need to embark on that immediately, as our insurance carrier and customers will want assurances of compliance and safety.

Our proposal as has been discussed is to prioritize this workflow and move forward in stages. As you know, under our current arrangement, we are paying \$6,015.00 per month under our mutually executed 5-year agreement with successive renewals at our option. Our payment consists of \$3,000.00 per month for the 50,000 square foot north addition to the property, and \$3,015.00 for a majority of the main building at 1620 E Malone. Our proposal is that since the main building needs such extensive modifications to be utilized long term in some fashion, is that Buchheit coordinate and pay for the repairs in phases, and that the city forego the rents on the main building in exchange until the forgiven rents cover the capital outlays on the City's facility. The original agreement rent for the 50,000 sq. ft. north building remains in effect. Buchheit agrees to maintain a running electronic ledger of the capital outlays, with supporting documents and show the off-setting credits for examination upon request.

It is our mutual vision that within a few years, working together we can convert this facility from a less than appealing facility up to the standards of both the City of Sikeston and Buchheit Logistics Inc. Moreover, our diverse logistics customer base will see Sikeston as a viable location for their logistics and other activities. A win - win for all.

Thank you for considering this proposal and reviewing it with those appropriate for consideration. As always, I am available for any further discussions or clarifications on this our any issues where we can help.

Looking forward to a positive response, and offer;

Kindest regards,



Ron Gjerstad

President

# **Council Letter**

---

Date of Meeting: 20-01-06

Originating Department: Public Works Department

To the Mayor and City Council:

Subject: Authorization to Proceed with CY2020 Street & Drainage Improvement Program

Attachment:

1. Street & Drainage Improvement Plan

Action Options:

1. Authorize Staff to Proceed with Street & Drainage Program for CY2020 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:

Each year the Street Department presents its list of anticipated street and drainage projects for approval. For the 2020 calendar year, the list of projects is presented in the attached spreadsheet, listing the core projects at the top and alternate projects at the bottom.

This list includes drainage projects, spot repairs, overlays and preventative maintenance.

The list was presented and a tour was given to the Planning and Zoning Committee on December 10, 2019. The P&Z Committee voted to recommend the list to council for approval.

Staff is now presenting this list of projects to Council for Review and Approval. Our current budget for these projects is \$750,000.

This would also include approval of the civil engineering consultants to be distributed between the two local firms. (Paid at the previously set rate of 11%)



## 2020 - Street & Drainage Improvement Plan - City of Sikeston

<u>Projects:</u>	Location	Ward	Estimate for Constuction Only	Construction + 11% Engineering	Proposed Consultant	
Davis Blvd.- Mill & Resurface	Salcedo Rd. to Wakerfield Avenue	1	\$175,293.00	\$194,575.23	Waters	
Crack Seal & Seal Half of the Sunset Area	Sunset Drive to Luther Street	4	\$53,000.00	\$58,830.00	Waters	
Crack Seal & Seal Cambridge Area	Cambridge Drive to Crescent/Laue	3	\$65,000.00	\$72,150.00	Waters	\$293,293.00
Illinois Avenue-Mill & Resurface	400 BLOCK	2	\$30,000.00	\$33,300.00	Lambert	
Kentucky Avenue- Mill & Resurface	Broadway Blvd. to Crowe Street	2	\$56,320.00	\$62,515.20	Lambert	
West North Street- Mill & Resurface	Sunset Drive to Luther Street	4	\$33,130.00	\$36,774.30	Lambert	
ADA Downtown Sidewalks	various Locations	1	\$40,000.00	\$44,400.00	Lambert	
Hackberry Drive - Drainage Improvements	Salcedo Rd. to Hackberry Dr.	1	\$40,000.00	\$44,400.00	Lambert	\$169,450.00
Concrete Street Spot Repairs (In House)	various Locations	1,2,3,4	\$50,000.00	\$50,000.00	Lambert (if Needed)	\$249,450.00
Ditch Package #1	various Locations		\$69,100.00	\$69,100.00		
Ditch Package #2	various Locations		\$70,000.00	\$70,000.00	Lambert (if Needed)	
			<b>Subtotal:</b>	<b>\$736,044.73</b>		
<hr/>						
<u>Future Projects for Additional Funds:</u>						
Edmondson Street- Mill & Resurface	Virginia Street to Warner Avenue	3	\$27,600.00	\$30,636.00		
Euclid Drive - Mill & Resurface	Salcedo Rd. to Wakefield Avenue	1	\$133,090.00	\$147,729.90		
Osage Avenue- Mill & Resurface	West North Street to Alabama Avenue	4	\$128,000.00	\$142,080.00		
Shady Lane- Mill & Resurface	Oklahoma Avenue to Ables Road	3	\$45,900.00	\$50,949.00		
New Madrid Avenue/ North Street (Intersection Reconstruction)	New Madrid Avenue/ North Street Intersection	1	\$50,000.00	\$55,500.00		
Glenn Drive/Andrea Drive- Drainage Improvements	Lateral C Outfalls	3	\$70,000.00	\$77,700.00		
West Wakefield-Mill & Resurface	Ditch #4 to Highway BB	1,4	\$168,363.00	\$186,882.93		
Greer/ South Ranney (Intersection Repair)	Greer/ South Ranney Intersection	3	\$50,000.00	\$55,500.00		
			<b>Total of Additional Costs:</b>	<b>\$746,977.83</b>		
Based on:			Street & Drainage Budget	\$600,000.00		
			Capital Improvement Funds	\$100,000.00		
			Ditch Maintenance Budget	\$50,000.00		
				<u>\$750,000.00</u>		

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