

TENTATIVE AGENDA

REGULAR CITY COUNCIL MEETING
CITY HALL
COUNCIL CHAMBERS
105 E. CENTER STREET, SIKESTON MO

Monday, January 9, 2023
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 5, 2022
- VI. ITEMS OF BUSINESS
 - A. 1st Reading, Bill #6294, Adult Retail Definition
 - B. 2nd Reading & Consideration, Bill #6290, Request to Subdivide Hilltop Estates
 - C. 2nd Reading & Consideration, Bill #6292, Parcel Redevelopment Agreement for 60 W. TIF
 - D. Authorization to Purchase Mobile Command Truck Services with Funding from State Homeland Security Grant Program
 - E. Approval of Grant for Arson Detection Dog
 - F. Authorize Purchase of Vehicle for Fire Division
 - G. Approval of Contract with Dille Pollard for Construction of New Fire Station
 - H. Authorization to Remove Former Employee from City Banking Accounts
 - I. Approval of 2023 Street & Drainage Improvement Plan
 - J. 1st Reading, Bill #6295, Recreational Marijuana – Zoning
 - K. 1st & 2nd Reading, Emergency Bill #6293, Marijuana Sales Tax
 - L. Other Items as May Be Determined During the Course of the Meeting
- VII. ADJOURNMENT INTO EXECUTIVE SESSION
 - Personnel (RSMo 610.021(3))
 - Property (RSMo 610.021(2))
- VIII. ADJOURNMENT

Dated this 4th day of January 2023

Rhonda Council

Rhonda Council, City Clerk

REGULAR CITY COUNCIL MEETING
DECEMBER 5, 2022

The regular Sikeston City Council meeting of December 5, 2022 was called to order at 5:00 p.m. at City Hall located at 105 E. Center St., Sikeston. Present at the meeting were: Mayor Greg Turnbow, David Teachout, Onethia Williams, John Leible, Brian Self and Tom Robison. Staff in attendance were: City Manager Jonathan Douglass, City Counselor Tabatha J. Graham, City Clerk Rhonda Council, Finance Director Karen Bailey, HR Director Amanda Groves, Communications Manager David Jenkins, Public Works Director Jay Lancaster, Street Superintendent Brian Dial, Street Supervisor Darren Martin, Parks Director Dustin Care, Community Development Director Barry Blevins, Public Safety Director James McMillen and Captain Derick Wheatley.

APPROVAL OF CITY COUNCIL MINUTES

City Council minutes of the regular meeting of October 31 and November 7, 2022 were presented for approval. Councilman Robison moved to approve the minutes as presented. Councilman Teachout seconded the motion and the following vote was recorded:

Baker Aye, Leible Aye, Robison Aye, Self Aye, Teachout Aye,
Williams Aye, and Turnbow Aye, thereby being passed.

PUBLIC HEARING – UPDATE ON TAX INCREMENTAL FINANCING (TIF) DISTRICTS

Councilman Self motioned to begin the Public Hearing to discuss the 60/61 West TIF District. The motion was seconded by Councilman Teachout and the following vote recorded:

Baker Aye, Leible Aye, Robison Aye, Self Aye, Teachout Aye,
Williams Aye, and Turnbow Aye, thereby being passed.

Finance Director Karen Bailey discussed the status of the 60/61 West Tax Increment Financing (TIF) District. State statute requires a public hearing every 5 years after the adoption of a Tax Increment Financing (TIF) Redevelopment Plan to determine if the project is making satisfactory progress. The public hearing satisfies the statutory requirement.

The City has six (6) TIF Redevelopment Agreements, in 3 TIF designated areas. The City Council approved the 60/61 Project, located on the northeast corner of the intersection of Highways 60 and 61. It resulted in the construction of both commercial (Lowe's) and residential development. All debt was satisfied in 2011.

The North Main & Malone Development Area at the northwest corner Highway 61 and Route 114, was approved for redevelopment in September 2004. This is also referred to as the Main & Malone TDD as funds were also used to put a traffic light at Lake Street and Highway 61. The project consisted of site demolition of the old MODOT District Office and construction of commercial and retail businesses. The retail businesses include the Shoppes at Lake Crossing but not the Walgreens property. This project is authorized through September 2027 but will most likely be paid in full in the Spring of 2023.

Colton's Steakhouse and Grill TIF was approved in October 2012. The project consisted of a franchise steakhouse & grill. The restaurant provides a restaurant (Colton's Steakhouse and Grill) along the Hwy 60 corridor. All debt has been paid.

Council also approved the Holliday Inn Express TIF in October of 2012. It was for the construction of a Holiday Inn Express with 73 rooms. Only PILOT funds can be used to satisfy TIF debt. This TIF (part of the original 60/61 TIF) expires in June of 2023. Based on prior PILOTs, I believe all debt will be satisfied in February of 2023.

The 60 West Malco (RPA-1) was approved in January 2015. It provided for the construction of an 8-plex movie theater and infrastructure for further commercial development. Watami's was later added to the project. 60 West RPA-2 was approved in May 2016 for the construction of a 100-room hotel. These projects will reach maturity in May of 2039. They continue to make steady progress.

No remarks were heard from the public.

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

Baker Aye, Leible Aye, Robison Aye, Self Aye, Teachout Aye,
Williams Aye, and Turnbow Aye, thereby being passed.

ITEMS OF BUSINESS

2nd Reading & Consideration, Bill #6289, Calling for General Election

Councilman Self moved for the second reading of Bill Number 6289. The motion was seconded by Councilwoman Williams and the following vote recorded:

Baker Aye, Leible Aye, Robison Aye, Self Aye, Teachout Aye,
Williams Aye, and Turnbow Aye, thereby being passed.

City Counselor Graham presented the bill for reading.

Bill Number 6289

Ordinance Number 6289

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6289, CALLING FOR A GENERAL ELECTION IN THE CITY OF SIKESTON, MISSOURI, ON TUESDAY, APRIL 4, 2023, 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 4, 2023.

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 4, 2023.

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 she 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 24, 2023, 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 6289 was introduced and read the first time this 7th day of November, 2022.
- B. Bill Number 6289 was read the second time and discussed on this 5th day of December, 2022. Following discussion, Councilman Baker moved to approve Bill Number 6289. The motion was seconded by Councilman Leible, discussed and the following roll call vote was recorded:

Baker Aye, Leible Aye, Robison Aye, Self Aye, Teachout Aye,
Williams Aye, and Turnbow Aye, thereby being passed.

- C. Upon passage by the City Council, this Bill shall become Ordinance No. 6289 and shall be in full force and effect from and after January 4, 2023.

2nd Reading & Consideration, Bill #6283, Establishing Chapter 655 – Food Trucks

Councilman Leible moved for the second reading of Bill Number 6283. The motion was seconded by Councilman Teachout and the following vote recorded:

Baker Aye, Leible Aye, Robison Aye, Self Aye, Teachout Aye,
Williams Aye, and Turnbow Aye, thereby being passed.

City Counselor Graham presented the bill for reading.

BILL Number 6283

ORDINANCE Number 6283

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6283 AND SHALL AMEND SECTIONS 605.025 AND 607.130, AND SHALL ESTABLISH CHAPTER 655 FOOD TRUCKS, 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: Section 605.025. Street Vending – Restriction shall be amended to read as follows:

Section 605.025 Street Vending — Restriction.

A. It shall hereafter be unlawful for any person to vend or sell from a vehicle any goods, wares or merchandise of any type or kind on and along the streets of the City within one hundred (100) feet from the front door or main entrance of any licensed business establishment in any part of the City except the zone which sells or vends any goods, wares or merchandise which is similar to or like the particular goods, wares and merchandise sold by the particular street vendor.

B. Nothing in this Section contained shall relieve any street vendor from being licensed as required by Title VI.

C. This Section shall not apply to the operation of Food Trucks, which are separately governed by Chapter 655.

SECTION III: Section 607.130. Itinerant Vendors - Use of Streets, shall be amended to read as follows:

Section 607.130. Use of Streets.

No licensee shall have any exclusive right to any location in the public streets, nor shall any be permitted a stationary location, nor shall he/she be permitted to operate in any congested area where his/her operations might impede or inconvenience the public. For the purposes of this Chapter, the judgment of the Public Safety Officer, exercised in good faith, shall be deemed conclusive as to whether the area is congested or the public impeded or inconvenienced. This Section shall not apply to the operation of Food Trucks, which are separately governed by Chapter 655.

SECTION IV: Chapter 655. Food Trucks shall be established to read as follows:

Chapter 655. Food Trucks

Section 655.010. Permit and License Required.

It shall be unlawful for any individual, vendor, corporation, business, or other organization to operate a Food Truck as defined in Section 655.030 within the corporate limits of the City of Sikeston, Missouri, without first obtaining a permit and license therefore in compliance with the provisions of this Chapter.

Section 655.020. Exceptions

A. The provisions of this Chapter shall not apply to the following:

1. Tax exempt not-for-profit persons, associations or corporations (i.e., Kiwanis, Lions, Elks, churches, Scouts BSA and like organizations).
2. Trucks which drive around neighborhoods or public areas selling ice cream or frozen treats while stopped on the public right-of-way, more commonly known as ice cream trucks, shall be licensed under Chapter 607, Itinerant Vendor.
3. Vendors who are operating within an established farmers' or flea market or are sellers of fresh fruits and vegetables.
4. Neighborhood refreshment stands operated by children (e.g. lemonade stands).

Section 655.030. Definition – Food Truck.

A Food Truck shall be defined as any vehicle, trailer, cart, or other conveyance (whether under its own power or towed, pushed, or pulled by another vehicle, person, animal or device) from which ready to eat food or beverages are sold.

Section 655.040. Application.

A. Applicants for license under this Chapter, whether a person, firm, corporation, or other entity, shall file a written sworn application signed by the applicant, on a form supplied by the City, showing:

1. The name or names of the person or persons having the management or supervision of applicant's business during the license period.
2. The permanent address or addresses of such person or persons while engaged in such business.
3. The capacity in which such person or persons will act (that is, whether as proprietor, agent or otherwise); the name and address of the person, firm or corporation for whose account the business will be carried on, if any; and if a corporation, under the laws of what State the same is incorporated.
4. A brief description of the nature of the business and the goods to be sold.
5. If a vehicle is to be used, a description of same, together with license number or other means of identification.
6. Proof of a valid and current New Madrid County or Scott County health inspection certificate.
7. Proof of financial responsibility on each vehicle in the amounts required by City and State laws.

Section 655.045. City Inspection.

Food trucks must pass an annual City inspection per current applicable municipal codes and fire codes prior to issuance of license.

Section 655.050. Fees.

- A. A license fee, which shall be charged by the City of Sikeston for such license, shall be twenty-five dollars (\$25.00) per year per vehicle, trailer, cart or conveyance.
- B. An inspection fee, which shall be charged by the City of Sikeston for such license, shall be twenty-five dollars (\$25.00) per year per vehicle, trailer, cart or conveyance.

Section 655.060. Exhibition of License.

Licensees shall post conspicuously in or on the licensed vehicle, trailer, cart, or other conveyance a copy of their license.

Section 655.070. Permitted Locations.

A. Food trucks are permitted to operate only in the following locations:

- 1. On private property, with property owner permission, in non-residential zoning districts.
- 2. In City-designated food truck parking stalls during posted times.
- 3. In City parks, with the following conditions:
 - a) Food trucks may only locate in parking lots, not on streets, within the park.
 - b) Any use of a park by a food truck operator shall be a non-exclusive use, and use of any particular location shall be on a first come, first served basis.
 - c) A food truck may only operate in a particular park up to 4 hours per day and no more than 4 days per week, and food trucks may not be parked overnight in a city park unless part of an approved event.
 - d) Food trucks may not operate in the following parks except during approved events with permission from the Parks and Recreation Department:
 - i) Legion Park,
 - ii) Veterans Park,
 - iii) Clinton Building parking lots.
 - e) Food trucks may not operate in the following parks during the following events, unless granted written permission from the Parks and Recreation Department:
 - i) VFW Field during any baseball games.
 - ii) The Sports and Recreation Complex during any high school, recreational league or tournament baseball, softball, tee ball, football or soccer games.
 - f) If event organizers have rented a specific park or area of a park for a certain time period, then food trucks are not permitted in those areas during those times without permission of the event organizers.

g) It is a privilege, not a right, to operate a food truck in a public park, and that privilege may be revoked by the City Manager or Parks and Recreation Director at any time, upon written notice to the food truck operator.

B. Food trucks shall not sell from the following locations:

1. On public streets or rights-of-way, including sidewalks, except in the following circumstances:

a) Hand pushed or pulled, non-motorized carts may be operated on sidewalks in non-residential zoning districts, under the following conditions:

i) Carts must not be parked adjacent to any single property more than 4 hours per day, 4 days per week.

ii) Cart owners/operators must have permission from the adjacent property owner, unless the cart is simply moving across the right-of-way and only stops momentarily to make a sale.

iii) Cart location must not impact pedestrian, bicycle, or motor vehicle traffic circulation or cause other safety issues.

b) Food trucks may operate on public streets or rights-of-way when said areas have been closed to vehicular traffic as part of a special event, provided the food truck operator has permission from the event organizer.

2. In residentially zoned districts, except as part of a city-approved event.

Section 655.080. Other Operational Standards.

A. In carrying on business within the City of Sikeston, all food trucks licensees shall adhere to the following operational standards:

1. All applicable local, state and federal laws shall be obeyed, including, without limitation, building and fire codes related to their equipment and operations, and applicable health regulations. Food truck operations shall not endanger or be detrimental to the public health, safety or welfare or injurious to property or improvements in the immediate vicinity of the food truck, given the nature of the activity, its location on the site and its relationship to it.

2. A food truck shall not be parked on the street overnight. Any food truck found to be unattended shall be considered a public safety hazard and may be ticketed and impounded.

3. The customer service area for food trucks shall be on the side of the truck that faces a curb, lawn or sidewalk when parked. No food service shall be provided on the driving lane side of the truck.

4. Customers shall be provided with single service articles such as plastic utensils and paper plates and a waste container for their disposal. All food truck operators shall offer a waste container for public use which the vendor shall empty at its own expense. All trash and garbage originating from the operation of mobile food

vehicles shall be collected and disposed of off-site by the operators each day. Spills of food or food by-products shall be cleaned up, and no dumping of gray water on the streets is allowed.

5. No food truck operator shall make or cause to be made any unreasonable or excessive noise. No loud music, other high-decibel sounds, horns, or amplified announcements are allowed.

6. No flashing or blinking lights, or strobe lights are allowed on mobile food vehicles or related signage when the vehicle is parked and engaged in serving customers.

Section 655.090. Revocation of License.

A. Any license issued pursuant to this Chapter may be revoked immediately by the City Manager of the City of Sikeston, Missouri, for any of the following causes:

1. Any fraud, misrepresentation or false statement contained in the application for license;
2. Any fraud, misrepresentation or false statement made in connection with the selling of goods, wares or products;
3. Any violation of this Chapter;
4. Conviction of the licensee of any felony or of a misdemeanor involving moral turpitude; or
5. Conducting the business licensed under this Chapter in an unlawful manner or in such a manner as to constitute a breach of the peace or to constitute a menace to the health, safety or general welfare of the public.

B. The license of a Food Truck operator shall be suspended until such time as may be heard publicly and reinstated by the City Council.

C. Notice of hearing for revocation of a license shall be given in writing, setting forth specifically the grounds of the complaint and the time and place of the hearing. Such notice shall be mailed, postage prepaid, to the licensee, at his/her last known address, at least five (5) days prior to the date set for the hearing.

Section 655.100. Expiration of License.

All licenses issued under the provisions of this Chapter shall expire on June 30 of each year.

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

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

SECTION VII: Record of Passage:

- A. Bill Number 6283 was introduced and read the first time this 7th day of November, 2022.
- B. Bill Number 6283 was read the second time and discussed on this 5th day of December, 2022. Following discussion, Councilman Self moved to approve Bill Number 6283. The motion was seconded by Councilman Baker, discussed and the following roll call vote was recorded:

Baker Aye, Leible Aye, Robison Aye, Self Aye, Teachout Aye,
Williams Aye, and Turnbow Aye, thereby being passed.

- C. Upon passage by the City Council, this Bill shall become Ordinance No. 6283 and shall be in full force and effect from and after January 4, 2023.

2nd Reading & Consideration, Bill #6284, Amending Chapter 607 – Itinerant Vendor

Councilman Teachout moved for the second reading of Bill Number 6284. The motion was seconded by Councilman Baker and the following roll call vote recorded:

Baker Aye, Leible Aye, Robison Aye, Self Aye, Teachout Aye,
Williams Aye, and Turnbow Aye, thereby being passed.

City Counselor Graham presented the bill for reading.

BILL Number 6284

ORDINANCE Number 6284

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6284 AND SHALL AMEND CHAPTER 607. ITINERENT VENDOR, 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 Chapter 607. Purchasing Policy of the Sikeston Municipal Code.

SECTION II: Section 607.040 Application, Subsection A, Item 2 requiring the fingerprinting of the person or persons having the management or supervision of applicant and applicant's business, is deleted in its entirety.

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 6284 was introduced and read the first time this 7th day of November, 2022.
- B. Bill Number 6284 was read the second time and discussed on this 5th day of December, 2022. Following discussion, Councilman Leible moved to approve Bill Number 6284. The motion was seconded by Councilwoman Williams, discussed and the following roll call vote was recorded:

Baker Aye, Leible Aye, Robison Aye, Self Aye, Teachout Aye,
Williams Aye, and Turnbow Aye, thereby being passed.

C. Ordinance 6284 shall be in full force from and after January 4, 2023.

1st Reading, Bill #6290, Request to Subdivide Hilltop Estates

Councilman Teachout moved for the first reading of Bill Number 6290. The motion was seconded by Councilman Leible and the following roll call vote recorded:

Baker Aye, Leible Aye, Robison Aye, Self ye, Teachout Aye,
Williams Aye, and Turnbow Aye, thereby being passed.

City Counselor Graham presented the bill for reading. This bill as approved shall become Ordinance Number 6290 providing for the approval of subdividing 0.81 acre more or less tract or parcel of land being known as Hilltop Estates.

1st Reading, Bill #6292, Parcel Redevelopment Agreement for 60 W. TIF

Councilman Baker moved for the first reading of Bill Number 6292. The motion was seconded by Councilman Leible and the following roll call vote recorded:

Baker Aye, Leible Aye, Robison Aye, Self Aye, Teachout Aye,
Williams Aye, and Turnbow Aye, thereby being passed.

City Counselor Graham presented the bill for reading. This bill as approved shall become Ordinance Number 6292 approving a parcel development agreement in connection with the Sikeston 60 West Tax Increment Financing Redevelopment Plan.

Cotton Ridge Development LLC is selling 3.84 acres of land located in RPA 2-A of the 60 West TIF of the City of Sikeston. Plans are to construct a 102-room hotel. Bill Number 6292 authorizes the Mayor to execute a new parcel agreement to assign a \$500,000 allocation from Cotton Ridge Development LLC to the sub-developer, Sikeston Hotel Owner JV LLC. Currently there is no development on RPA 2-B or RPA 3.

1st & 2nd Reading, Emergency Bill #6291, Change the Existing 25-foot Building Offset to 15-foot Building Offset

Councilman Baker moved for the first reading of Bill Number 6291. The motion was seconded by Councilman Self and the following roll call vote recorded:

Baker Aye, Leible Aye, Robison Aye, Self Aye, Teachout Aye,
Williams Aye, and Turnbow Aye, thereby being passed.

City Counselor Graham presented the bill for reading. This emergency bill as approved shall become Ordinance Number 6291, providing for the proposed change to the existing 25 foot building offset to a 15 foot building offset on Brunt Blvd, specifically the lots located at 1201 and 1202 Valley Forge Dr, Hospitality Subdivision, 3rd Addition, Sikeston, Missouri in New Madrid County. These tracts of land are further described by metes and bounds legal description.

Councilman Self moved for the second reading of Bill Number 6291. The motion was seconded by Councilman Teachout and the following roll call vote recorded:

Baker Aye, Leible Aye, Robison Aye, Self Aye, Teachout Aye,
Williams Aye, and Turnbow Aye, thereby being passed.

City Counselor Graham presented the bill for reading.

Bill Number 6291

Ordinance Number 6291

THIS EMERGENCY BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6291 PROVIDING FOR THE PROPOSED CHANGE TO THE EXISTING 25 FOOT BUILDING OFFSET TO A 15 FOOT BUILDING OFFSET ON BRUNT BLVD, SPECIFICALLY THE LOTS LOCATED AT 1201 AND 1202 VALLEY FORGE DR., HOSPITALITY SUBDIVISION, 3RD ADDITION, SIKESTON, MISSOURI IN NEW MADRID COUNTY. THESE TRACTS OF LAND ARE FURTHER DESCRIBED BY METES AND BOUNDS LEGAL DESCRIPTION.

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

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

SECTION II: Whereas, the City of Sikeston, Missouri, ("City"), received a request from Waters Engineering, Inc. on behalf of Robert Scott Matthews Jr., for a variance to change the existing 25-foot building offset to a 15-foot building offset on Brunt Blvd, specifically the lots located at 1201 and 1202 Valley Forge Dr., Hospitality Subdivision, 3rd Addition, Sikeston, Missouri.

Legal Description:

1201 Valley Forge – Lot 1 of Hospitality Subdivision, 3rd Addition
1202 Valley Forge – Lot 6 of Hospitality Subdivision, 3rd Addition

SECTION III: Whereas Robert Scott Matthews is planning on selling the two lots, but the duplexes his buyer is trying to build on the lots will not be in compliance with the existing 25-foot setback requirement, hence the request for a variance.

SECTION IV: Whereas, The Planning and Zoning committee met on November 8, 2022, and passed a favorable recommendation to approve the building offset request. The request also went through the Board of Adjustments on November 14, 2022 and the request was approved by all voting members.

SECTION V: General Repealer Section. Any other ordinances or part(s) thereof inconsistent herewith are hereby repealed.

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

SECTION VII: Emergency Clause. This ordinance is adopted as an emergency measure in order to enable timely action for the sale of property.

SECTION VIII: Record of Passage

B. Bill Number 6291 was introduced and read the first time this 5th day of December, 2022.

- B. Bill Number 6291 was read the second time and discussed on this 5th day of December, 2022. Following discussion, Councilman Leible moved to approve Bill Number 6291. The motion was seconded by Councilman Teachout, discussed and the following roll call vote was recorded:

Baker Aye, Leible Aye, Robison Aye, Self Aye, Teachout Aye, Williams Aye, and Turnbow Aye, thereby being passed.

- C. Ordinance 6291 shall be in full force from and after December 5, 2022.

Authorization to Purchase New Structural Firefighting Gear

Sikeston DPS is requesting to enter a purchase agreement with Danko Emergency Equipment of Snyder, NE to purchase seven new sets of structural firefighting gear. Sikeston DPS selected Danko Emergency Equipment is the only vendor that sells Fire Dex gear for this area since it's split up in territories. This purchase is to update older gear that is reaching its ending year of service life. The Quote for the gear is \$28,703.50. Sikeston DPS has budgeted for this purchase and currently has \$33,000 for Fy-22 for new Structural firefighting gear.

Councilman Self moved to authorize the purchase of seven sets of structural firefighting gear from Danko Emergency Equipment of Snyder, NE in the amount of \$28,703.50. The motion was seconded by Councilman Baker and the following vote recorded:

Baker Aye, Leible Aye, Robison Aye, Self Aye, Teachout Aye, Williams Aye, and Turnbow Aye, thereby being passed.

Interim Appointment to Planning & Zoning

Commission member Kathy Teachout notified staff of her resignation from the Planning & Zoning Commission effective November 7, 2022. Kathy's term is set to expire October 2023 so an interim appointment will need to be made to fill her unexpired term. Resource bank applicants include Lori Caldwell, Wanda Harrington, Jodi Glidewell, Derrick Pullen, Jim Beaird, Pershard Owens, Austin Curtis, Ben Ross, William Watson II, Barbara Collins, Paul Cohen and Jay Teague.

Councilwoman Williams motioned to nominate Lori Caldwell to the Planning & Zoning Commission. Councilman Teachout motioned to nominate William Watson II. Williams motion was seconded by Councilman Baker and Teachout's motion was seconded by Councilman Leible. By a show of hands, Councilwoman Williams and Councilman Baker voted for Lori Caldwell; Councilmen Teachout, Leible, Robison, Self and Turnbow voted for William Watson II. William Watson has been appointed to the interim term on Planning & Zoning.

Renew City Prosecuting Attorney Contract

City Prosecutor Kye Lawrence has resigned effective the end of this year. City Counselor Tabatha J. Graham has agreed to assume the prosecutorial duties effective January 1, 2023.

Staff has prepared an 18-month contract, to keep the renewal tied to the fiscal year. There is no monetary increase in the contract, therefore there is no budgetary impact. The proposed contract is for an annual fee of Thirty-Two Thousand Dollars (\$32,000.00) for her services. In addition, she shall be compensated an additional Sixteen Thousand Eight Hundred Dollars (\$16,800) for her costs in providing prosecutorial assistance.

Councilman Baker motioned to renew the City Prosecuting Attorney contract and appoint Tabatha Thurman to assume the prosecutorial duties effective January 1, 2023. The motion was seconded by Councilman Self and the following vote recorded:

Baker Aye, Leible Aye, Robison Aye, Self Aye, Teachout Aye, Williams Aye, and Turnbow Aye, thereby being passed.

Authorization to Apply for Airport CARES Act Grant

Sikeston Airport staff is seeking authorization to apply for available grant funds to be used for projects at Sikeston airport including, but not limited to replacing the Automated Weather Observation Station (AWOS) which has a project estimate of \$100,000. MoDOT Aviation has provided the appropriate grant application to staff for use in applying for Coronavirus Aid, Relief, and Economic Act (CARES) funding in the amount up to \$69,000. We are able to use operating costs since February 2020 as leverage for this application which if/when received will make funds available for project funding. This authorization is solely for application of grant funding.

Councilman Self moved to authorize airport staff to apply for grant funds from Coronavirus Aid, Relief and Economic Act in the amount up to \$69,000. The motion was seconded by Councilman Robison, discussed and the following roll call vote recorded:

Baker Aye, Leible Aye, Robison Aye, Self Aye, Teachout Aye, Williams Aye, and Turnbow Aye, thereby being passed.

Authorization to Apply for CRRSA Grant

Sikeston Airport staff is seeking authorization to apply for available grant funds to be used for projects at Sikeston airport including, but not limited to replacing the Automated Weather Observation Station (AWOS) which has a project estimate of \$100,000. MoDOT Aviation has provided the appropriate grant application to staff for use in applying for Coronavirus Response and Relief Supplemental Appropriation Act of 2021 (CRSSA) funding in the amount up to \$23,000. We are able to use operating costs since February 2020 as leverage for this application which if/when received will make funds available for project funding. This authorization is solely for application of grant funding.

Councilman Self moved to authorize airport staff to apply for grant funds Coronavirus Response and Relief Supplemental Appropriation Act of 2021 (CRSSA) in the amount up to \$23,000. The motion was seconded by Councilman Robison, discussed and the following roll call vote recorded:

Baker Aye, Leible Aye, Robison Aye, Self Aye, Teachout Aye, Williams Aye, and Turnbow Aye, thereby being passed.

Authorization to Apply for ARPA Aviation Grant Funds

Sikeston Airport staff is seeking authorization to apply for available grant funds to be used for projects at Sikeston airport including, but not limited to replacing the Automated Weather Observation Station (AWOS) which has a project estimate of \$100,000. MoDOT Aviation has provided the appropriate grant application to staff for use in applying for American Rescue Plan Act funding in the amount up to \$59,000. We are able to use operating costs since February 2020 as leverage for this application which if/when received will make funds available for project funding. This authorization is solely for application of grant funding.

Councilman Self moved to authorize airport staff to apply for American Rescue Plan Act Aviation Grant funding in the amount up to \$59,000. The motion was seconded by Councilman Robison, discussed and the following roll call vote recorded:

Baker Aye, Leible Aye, Robison Aye, Self Aye, Teachout Aye,
Williams Aye, and Turnbow Aye, thereby being passed.

Award S. Ingram Overpass Bid

MoDOT opened bids for the South Ingram Overpass project on Friday 11/18/2022. They received three bids. The lowest bid was from Penzel Construction from Jackson, MO with a low bid amount of \$4,229,868.28. This was very close to MoDOT's engineer estimate of \$4.2 Million.

The original bid from several months back was for \$5,672,302.32, but had a much larger scope. The current bid has gone back to the basics of just the overpass. The connecting roads will have to be built by the city/county. This is being funded by a Governor's Cost Share grant which covers \$4,200,000 and has 50/50 funding with us responsible for \$2,100,000 and 100% of any costs over \$4,200,000.

Councilman Baker moved to award the S. Ingram overpass bid to Penzel Construction from Jackson, MO in the amount of \$4,229,868.28 and also authorize staff to inquire to MoDOT about the possibility of seeking additional Governor Cost Share funding. The motion was seconded by Councilman Leible, discussed and the following roll call vote recorded:

Baker Aye, Leible Aye, Robison Aye, Self Aye, Teachout Aye,
Williams Aye, and Turnbow Aye, thereby being passed.

Capital Improvement Plan 2024-2028

The Capital Improvement Plan (CIP) is the city's 5 year plan for investment in capital assets. Development of the 2024-2028 CIP began in October with city staff. This plan will inform decisions made in the FY2024 budget process which will begin this spring.

The City Charter requires that the city manager submit a five year capital program to the city council at least six months prior to the start of the new fiscal year.

Councilman Teachout moved to accept the 2024-2028 Capital Improvement Plan. The motion was seconded by Councilman Self, discussed and the following roll call vote recorded:

Baker Aye, Leible Aye, Robison Aye, Self Aye, Teachout Aye,
Williams Aye, and Turnbow Aye, thereby being passed.

Stormwater Management Plan Annual Summery

Stormwater Management Coordinator Darren Martin gave an overview of the Stormwater Management Plan Annual Summary. In accordance with the Missouri Clean Water Law and the United States Federal Clean Water Act, the City of Sikeston must obtain a permit (Permit MOR04C) to discharge stormwater into the waters of the state. This permit covers all areas served by a Municipal Separate Storm Sewer System (MS4). Sikeston currently operates as a MS4. Unlike BMU's sanitary water treatment, a MS4 does not treat storm water before discharged into the waters of the state.

To the extent of state and local laws, a Storm Water Management Plan must be developed, implemented, and enforced to the requirements of the state permit. The city must implement Best Management Practices to achieve compliance with the standard of reducing pollutants to the waters of the state.

Under the provisions of this permit, a representative of the MS4 shall provide an update to the governing board. This shall be conducted at minimum annually with the status of the Storm Water Management Plan, and compliance with the Storm Water Management Plan.

Request for Conditional Use Variance for Nursing Home to be Located in an IL (Light Industrial) Zone at 302 Stallcup Dr.

A request from B.A. & L Holding, LLC for a conditional use variance to allow a nursing home to be in an IL (Light Industrial) zone at 302 Stallcup Dr, Sikeston, Missouri. This conditional use variance is being requested because a nursing home is not allowed or disallowed in a Light Industrial zone. The Planning and Zoning committee met November 8, 2022 and passed a favorable recommendation to approve the conditional use variance request.

Councilman Self moved to approve the request for a conditional use variance be allowed for a nursing home to be located in an IL (Light Industrial) zone at 302 Stallcup Dr. The motion was seconded by Councilman Baker, discussed and the following roll call vote recorded:

Baker Aye, Leible Aye, Robison Aye, Self Aye, Teachout Aye,
Williams Aye, and Turnbow Aye, thereby being passed.

Discussion: Options for Closing Alley Behind Stallcup Building

Mr. Alan Keenan has approached staff and requested that the west end of the alley behind front street, just east of New Madrid street be closed indefinitely. This request is to accommodate the new restaurant's needs.

The new restaurant requires an oversized dumpster which will restrict traffic in the alley. The new gas connections on the outside of the building also pose a safety concern. Finally they intend to utilize the door off the alley for customers to exit. For these reasons staff finds their request acceptable and is seeking council approval.

The Alley will remain open to pedestrians through the use of installed pipe bollards on either end of the closure. Street department plans to use removable bollards in case of emergencies.

Councilman Robison moved to approve closing of the alley behind Stallcup Building. The motion was seconded by Councilman Leible, discussed and the following roll call vote recorded:

Baker Aye, Leible Aye, Robison Aye, Self Aye, Teachout Aye,
Williams Aye, and Turnbow Aye, thereby being passed.

Other Items

Mayor Turnbow asked staff to research the definition of Adult Retail, create an ordinance reflecting this definition and have this ready to present at the next Council meeting.

ADJOURNMENT

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

Baker Aye, Leible Aye, Robison Aye, Self Absent, Teachout Aye,
Williams Aye, and Turnbow Aye, thereby being passed.

APPROVED:

GREG TURNBOW, MAYOR

ATTEST:

RHONDA COUNCIL, CITY CLERK

SEAL:

Council Letter

Date of Meeting: 23-01-09

Originating Department: Community Development Department

To the Mayor and City Council:

Subject: Bill 6294, Amending Title IV Land Use, Chapter 405 Zoning Regulations, Article VII. District Regulations, Division 9 and Division 11.

Attachment(s):

1. Bill 6294

Action Options:

1. First Reading of Bill 6294
2. Other action Council may deem appropriate

Background:

The Community Development Department has reviewed the current municipal codes for the Adult Entertainment Establishments Conditional Uses and C-1, C-2, C-3 Commercial Districts and has recommended new definitions for adult retail establishments such as adult novelty stores. These changes were determined to be done by the City Council at the last council meeting.

Council's approval of this ordinance will be requested at the January 30th, 2023 meeting.

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6294 AND SHALL AMEND TITLE IV LAND USE, CHAPTER 405 ZONING REGULATIONS 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: Title IV Land Use – Chapter 405 – Division 9 Adult Entertainment Establishments Conditional Use shall be amended as follows:

Article VII. District Regulations

Division 9: ~~Adult Entertainment Establishments Conditional Uses~~ Adult Business Conditional Use

Section 405.810 Definitions.

As used in this Division, the following terms shall have these prescribed meanings:

ADULT

Persons who have attained the age of eighteen (18) years.

ADULT BUSINESS

Any business:

1. That has as a substantial or significant purpose in the sale or rental of merchandise that is intended for use in connection with specified sexual activities or that emphasizes matters depicting, describing or relating to specified sexual activities or specified anatomical areas; or
2. That as one (1) of its regular and substantial business purposes includes:
 - a. The providing of entertainment where the emphasis is on performances, live or otherwise, that depict, portray, exhibit or display specified anatomical areas or specified sexual activities; or
 - b. The providing of services that are intended to provide sexual arousal or excitement or that allow observation of specified sexual activities or specified anatomical areas ancillary to other pursuits or allow participation in specified sexual activities ancillary to other pursuits.
3. The definition of “*adult business*” also includes, but is not limited to, any and all of the following specific adult businesses as defined herein:
 - a. **ADULT BOOKSTORE**
An establishment having as a ten percent (10%) portion of its stock in trade books, photographs, magazines or films for sale or viewing on the premises by use of motion picture devices or other coin-operated mechanism or any other periodicals which are distinguished or characterized by their principal emphasis on matters depicting, describing or relating to specified sexual activities as said term is defined herein.
 - b. **ADULT ENTERTAINMENT ESTABLISHMENTS**
Any of the establishments, businesses, buildings, structures or facilities defined in this Section.
 - c. **ADULT ENTERTAINMENT FACILITY**
Any building, structure or facility which contains or is used entirely or partially as commercial entertainment, including theaters used for presenting live presentations, video tapes or films predominantly distinguished or characterized by their principal emphasis on matters depicting, describing or relating to specified sexual activities and exotic dance facilities (regardless of whether the theater or facility provides a live presentation or video tape or film presentation), where the patrons either:

i. Engage in personal physical or visual contact with employees, devices, equipment or personnel provided by the establishment which appeals to the prurient interest of the patrons;

ii. Observe any live presentation, video tape or film presentation of persons wholly or partially nude or with their genital or pubic regions exposed or covered only with transparent or opaque covering or in the case of female persons with the areola and nipple of the breast exposed or covered only with transparent or opaque covering; or

iii. Are enabled to observe specified sexual activities.

d. **ADULT RETAIL ESTABLISHMENT**

A business that displays or offers goods for sale or rent and that meets any of the following:

i. It displays or offers for sale or rent items from any of the following categories: "Sexually-oriented toys or novelties"; lingerie; clothing that graphically depicts "specified anatomical areas"; leather goods designed or marketed for use for sexual bondage or sadomasochistic practices; and the combination of such items constitutes:

1. Five percent (5%) or more of all inventory at any time; or
2. Five percent (5%) or more of the merchandise displayed for sale at any time; or
3. Five percent (5%) or more of the sales floor area of the business (not including storerooms, stock areas, bathrooms or any portion of the business not open to the public) at any time; or
4. Five percent (5%) or more of the dollar value of all merchandise displayed at any time.

e. **BATHHOUSE**

An establishment or business which provides the services of baths of all kinds, including all forms and methods of hydrotherapy, unless operated or supervised by a medical or chiropractic practitioner or professional physical therapist licensed by the State.

f. **MASSAGE SHOP**

An establishment which has a fixed place of business having a source of income or compensation sixty percent (60%) or more of which is derived from the practice of any method of pressure on or friction against or stroking, kneading, rubbing, tapping, pounding, vibrating or the stimulation of external parts of the human body with the hands or with the aid of any mechanical or electrical apparatus or appliance with or without such supplementary aids as rubbing alcohol, liniments, antiseptics, oils, powders, creams, lotion, ointment or other similar preparations commonly used in the practice of massage under such circumstances that it is reasonably expected that the person to whom the treatment or service is provided or some third person on his/her behalf will pay money or give any other consideration or gratuity, provided that this term shall not include any establishment operated or supervised by a medical or chiropractic practitioner or professional physical therapist licensed by the State of Missouri.

g. **MODELING STUDIO**

An establishment or business which provides for a fee or compensation the services of models on the premises for the purpose of reproducing the human body wholly or partially in the nude by means of photography, painting, sketching, drawing or otherwise. This does not apply to certified State licensed (by the State of Missouri) public or private schools where persons are enrolled in classes.

SEXUALLY-ORIENTED TOYS OR NOVELTIES

Instruments, devices or paraphernalia which either depict "specified anatomical areas" or are designed or marketed for use in connection with "specified sexual activities", or clothing that

graphically depicts “specified anatomical areas” or “specified sexual activities”. In determining whether an item is “designed or marketed for use” in connection with “specified sexual activities”, the following guidelines may be considered:

1. Advertising concerning the use of the item;
2. Instructions, graphics or other material contained on the item itself or on the packaging materials for the item;
3. The physical or structural characteristics of the item;
4. The manner in which the item is displayed, including its proximity to other regulated merchandise or signage relating to items in a display area.

SPECIFIED ANATOMICAL AREA

1. Human male or female genitals or pubic area with less than a fully opaque covering;
2. Human buttocks including any portion of the anal cleft or cleavage of the male or female buttocks with less than a fully opaque covering;
3. The female breast or breasts below a point immediately above the top of the areola encircling the nipple with less than a fully opaque covering, or any combination of the foregoing; or
4. Human male genitals in a discernibly erect state, even if completely and opaquely covered.

SPECIFIED SEXUAL ACTIVITIES

Sexual conduct, being actual or simulated; acts of human masturbation; sexual intercourse; physical contact, in an act of apparent sexual stimulation or gratification, with a person’s clothed or unclothed genitals, pubic area, buttocks, or the breast of a female; any sadomasochistic abuse or acts including animals; any latent object in an act of apparent sexual stimulation or gratification; or any of the following:

1. SEXUAL CONDUCT

Acts of masturbation, homosexuality, sodomy, sexual intercourse or having physical contact with a person's unclothed genitals, pubic area, buttocks or, if such person be a female, her breast;

2. SEXUAL EXCITEMENT

The condition of human male or female genitals when in a state of sexual stimulation or arousal; or

3. SADOMASOCHISTIC ABUSE

Flagellation or torture by or upon a person or the condition of being fettered, bound or otherwise physically restrained.

Section 405.830 Special Conditions

1. A conditional-use permit shall be obtained for all adult-use businesses.
2. The following conditions shall apply:
 - a. Adult businesses shall not be located within 1,000 feet (305 m) of a park, school day care center, library or religious or cultural activity.
 - b. Adult businesses shall not be located within 500 feet (152 m) of any other adult business or any agricultural or residential zone boundary.
 - c. Such distances shall be measured in a straight line without regard to intervening structures, topography and zoning.
 - d. Said business shall be located in C3 Zone only on lots or parcels of land fronting on Malone or Main Streets and shall not be permitted as a home occupation.

- e. The property on which such use is located shall have a minimum of one hundred (100) feet of street frontage.
- f. All off-street parking requirements shall conform to other ordinances contained within the City Code of Sikeston, Missouri.
- g. The facility in which the use is located shall be designed in such a fashion that all openings, entries and windows prevent view into such facilities by any pedestrian and from any sidewalk, walkway, street or other public area. No adult entertainment activity shall take place partially or totally outside the structure of the adult entertainment establishment for which it is licensed.
- h. Further, no merchandise or pictures or products, services or entertainment offered or provided on the premises shall be displayed on the exterior of the building. No flashing lights and/or lighting which leaves the impression of motion or movement shall be permitted.
- i. Lighting of the parking area must be maintained and provided a minimum light level of twenty-five hundredths (0.25) foot-candles over the entire parking area; but in no point shall the light level exceed three (3.0) foot-candles, nor shall any increase in light levels or visible glare be permitted beyond the lot line.

SECTION III: Title IV Land Use – Chapter 405 – Division 11 “C-1,” “C-2” and “C-3” Commercial Districts shall be amended as follows:

Article VII. District Regulations

Division 11 “C-1”, “C-2” and “C-3” Commercial Districts

Section 405.920 Tables – Use, Height and Area Regulations

A. *Table I—Uses.* The uses provided for in the "C-1" Neighborhood Shopping, the "C-2" General Commercial and the "C-3" Highway Commercial Districts are set forth in the table below. Where the letter "P" appears on the line of a use and in the column of a district, the listed use is permitted as a matter of right. Where the letters "CU" appears on the line of a use and in the column of a district, the listed use may be permitted by the Board of Adjustment as provided in Article V of this Chapter. In both cases, all uses shall be in compliance with all applicable provisions of this zoning ordinance and the Code of the City of Sikeston. *Also See Reference Table 450.1*

Table I – Permitted Uses				
A	B			
CATEGORY USE	Zoning District—Conditional Or Permitted Use "C-1", "C-2, "C-3", "DT"			
P=Permitted as a matter of right CU=May be permitted by the Board of Adjustments	"C-1" Neighborhood	"C-2" General	"C-3" Highway	"DT" Downtown
Commercial, miscellaneous (b)(c)				
<i>Adult use, by license only (f)</i>		CU	CU	

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 6294 was introduced and read the first time this 9th day of January, 2023.
- B. Bill Number 6294 was read the second time and discussed this 30th day of January, 2023, and voted as follows:
- Self, _____, Baker, _____, Leible, _____, Robison, _____
- Teachout, _____, Williams, _____, and Turnbow _____,
- hereby being _____.
- becoming ordinance 6294.
- C. Ordinance 6294 shall be in full force and effect from and after Wednesday, March 1st, 2023.

Greg Turnbow, Mayor

Approved as to form
Tabatha Thurman, City Counselor

Seal / Attest:

Rhonda Council, City Clerk

Council Letter

Date of Meeting: 23-01-09

Originating Department: Department of Community Development

To the Mayor and City Council:

Subject: 2nd Reading, Bill # 6290, Subdivision of Hilltop Estates in Scott County Sikeston, MO

Attachment(s):

1. Bill # 6290
2. Plat

Action Options:

1. Conduct 2nd Reading and approve request for the subdivision of Hilltop Estates in Scott County, Sikeston, MO
2. Other action Council may deem appropriate

Background:

Staff received a request from Devin James Properties, LLC to approve the subdivision of Hilltop Estates in Scott County, Sikeston, Missouri. Devin James will subdivide the tract of land containing in all 0.81 acres into 7 lots to build residential houses.

The Planning and Zoning committee met November 8,2022 and passed a favorable recommendation to approve the subdivision request.

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6290 PROVIDING FOR THE APPROVAL OF SUBDIVIDING 0.81 ACRE, MORE OR LESS TRACT OR PARCEL OF LAND BEING KNOWN AS HILLTOP ESTATES.

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

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

SECTION II: The Planning and Zoning Commission met on November 8,2022 and voted to approve the subdividing of a tract or parcel of land the plat of which is attached hereto, marked Exhibit “A” and incorporated by reference and legally described as follows and known as Hilltop Estates:

All of Lot 2 of CAPCO addition to the City of Sikeston Scott County, Missouri, as recorded in plat book 2018 at page 2908 in the office of the recorder deeds for Scott County, Missouri. Containing in all 0.81 acres, more or less. Subject to all easements, if any, affecting the same.

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

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

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

SECTION VI: Record of Passage

- A. Bill Number 6290 was introduced and read the first time this 5th day of December 2022.
- B. Bill Number 6290 was read the second time and discussed on this 9th day of January 2023 and was voted as follows:

Self, _____, Baker, _____, Leible, _____, Robison, _____

Teachout, _____, Williams, _____, and Turnbow _____,

hereby being _____.
- C. Ordinance 6290 shall be in full force and effect from and after February 8, 2023.

Greg Turnbow, Mayor

Approved as to form
Tabatha Graham, City Counselor

Seal / Attest:

Rhonda Council, City Clerk

Exhibit "A"

[illegible]

Council Letter

Date of Meeting: 23-01-09

Originating Department: Finance Department

To the Mayor and City Council:

Subject: Parcel Development Agreement for RPA 2-A

Attachment(s):

1. Ordinance Number 6292
2. Parcel Development Agreement
3. Redevelopment Area Boundary Map
4. Standard Democrat Newspaper Article from November 8, 2022

Action Options:

1. 2nd Reading & Approval of Bill Number 6292
2. Other action Council may deem appropriate

Background:

Cotton Ridge Development LLC is selling 3.84 acres of land located in RPA 2-A of the 60 West TIF of the City of Sikeston. Plans are to construct a 102-room hotel. Bill Number 6292 authorizes the Mayor to execute a new parcel agreement to assign a \$500,000 allocation from Cotton Ridge Development LLC to the sub-developer, Sikeston Hotel Owner JV LLC. Currently there is no development on RPA 2-B or RPA 3.

Staff seeks Council's approval of this bill.

AN ORDINANCE APPROVING A PARCEL DEVELOPMENT AGREEMENT IN CONNECTION WITH THE SIKESTON 60 WEST TAX INCREMENT FINANCING REDEVELOPMENT PLAN.

WHEREAS, the City has approved “The Sikeston 60 West Tax Increment Financing Redevelopment Plan” (as amended, the “Plan”) pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri; and

WHEREAS, the City and Cotton Ridge Development Co., LLC (“CRD”) are parties to a certain Redevelopment Agreement dated as of May 2, 2016 with respect to the development of the RPA 2A Redevelopment Project described in the Plan (the “RPA 2A Redevelopment Agreement”); and

WHEREAS, the RPA 2A Redevelopment Agreement contemplates that, from time to time, the City, CRD and various sub-developers will enter into parcel development agreements, whereby sub-developers will complete portions of the “Work” described in the RPA 2A Redevelopment Agreement in exchange for a portion of the tax increment financing assistance available thereunder; and

WHEREAS, the City, CRD and Sikeston Hotel Owner JV LLC (the “Sub-Developer”) desire to enter into a parcel development agreement in substantially the form of **Exhibit A** attached hereto (the “Parcel Development Agreement”), whereby the Sub-Developer will construct an approximately 102-room hotel as a part of the “Work” and will receive tax increment financing assistance in connection therewith;

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 Parcel Development Agreement. The Mayor is hereby authorized and directed to execute the Parcel Development Agreement on behalf of the City. The Parcel Development Agreement shall be in substantially the form attached as **Exhibit A**, which Parcel Development Agreement is hereby approved by the City Council, with such changes therein as shall be approved by the Mayor.

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.

Record of Passage:

- A. Bill Number 6292 was introduced and read the first time on the 5th day of December, 2022.
- B. Bill Number 6292 was read for the second and final time and discussed on this 9th day of January, 2023, and final passage thereon was voted as follows:

Leible _____, Self _____, Robison _____, Baker _____,

Teachout _____, Williams _____, and Turnbow _____,

thereby being approved and becoming Ordinance No. 6292.
- C. Upon passage by the City Council, this Bill shall become Ordinance Number 6292 and shall be in full force and effect 30 days after its passage.

Greg Turnbow, Mayor

SEAL/ATTEST:

Approved as to form
Tabatha J. Graham, City Counselor

Rhonda Council, City Clerk

PARCEL DEVELOPMENT AGREEMENT

This **PARCEL DEVELOPMENT AGREEMENT** ("Parcel Development Agreement") is entered into this ____ day of _____, 2023, by and among **COTTON RIDGE DEVELOPMENT CO., LLC** (the "Developer"), **SIKESTON HOTEL OWNER JV LLC** (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 Redevelopment Agreement dated as of May 2, 2016 by and between the City and the Developer (the "Redevelopment Agreement").*

RECITALS

A. The property legally described in **Exhibit A** attached hereto (the "Property") is part of RPA 2A 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 with the Developer, pursuant to which the Sub-Developer will acquire the Property.

2. The Sub-Developer intends to construct an approximately 102 room hotel upon the Property (the "Sub-Developer Project").

3. The parties agree that the Sub-Developer Project constitutes part of the 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. For the avoidance of doubt, the parties agree that Sub-Developer Project does not include, and the Sub-Developer shall have no obligation to construct or pay for any portion of the Work except for those portions actually located on the Property. Pursuant to **Section 14(b)** of the Redevelopment Agreement, except for the rights and responsibilities expressly set forth in this Parcel Development Agreement, the Developer shall retain all rights and responsibilities described in this Redevelopment Agreement.

5. The Developer hereby assigns to Sub-Developer the following portion of its rights to receive TIF Revenues under **Section 5** of the Redevelopment Agreement:

- 40% of the TIF Revenues generated from the Property that would otherwise be paid to the Developer pursuant to **Section 5** of the Redevelopment Agreement, up to a maximum amount of \$500,000 (the "Sub-Developer TIF Assistance"). The Sub-Developer TIF Assistance shall be paid to the Sub-Developer on each Payment Date.

6. The Developer 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) directly 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 to the extent 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 Developer, 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, to the extent 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 Developer, 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 assigns; provided, however, may retain the right to retain the Sub-Developer TIF Assistance payment notwithstanding such assignment.

15. Sub-Developer 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.

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

17. 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 HOTEL OWNER JV LLC

By: _____
Name: _____
Title: _____

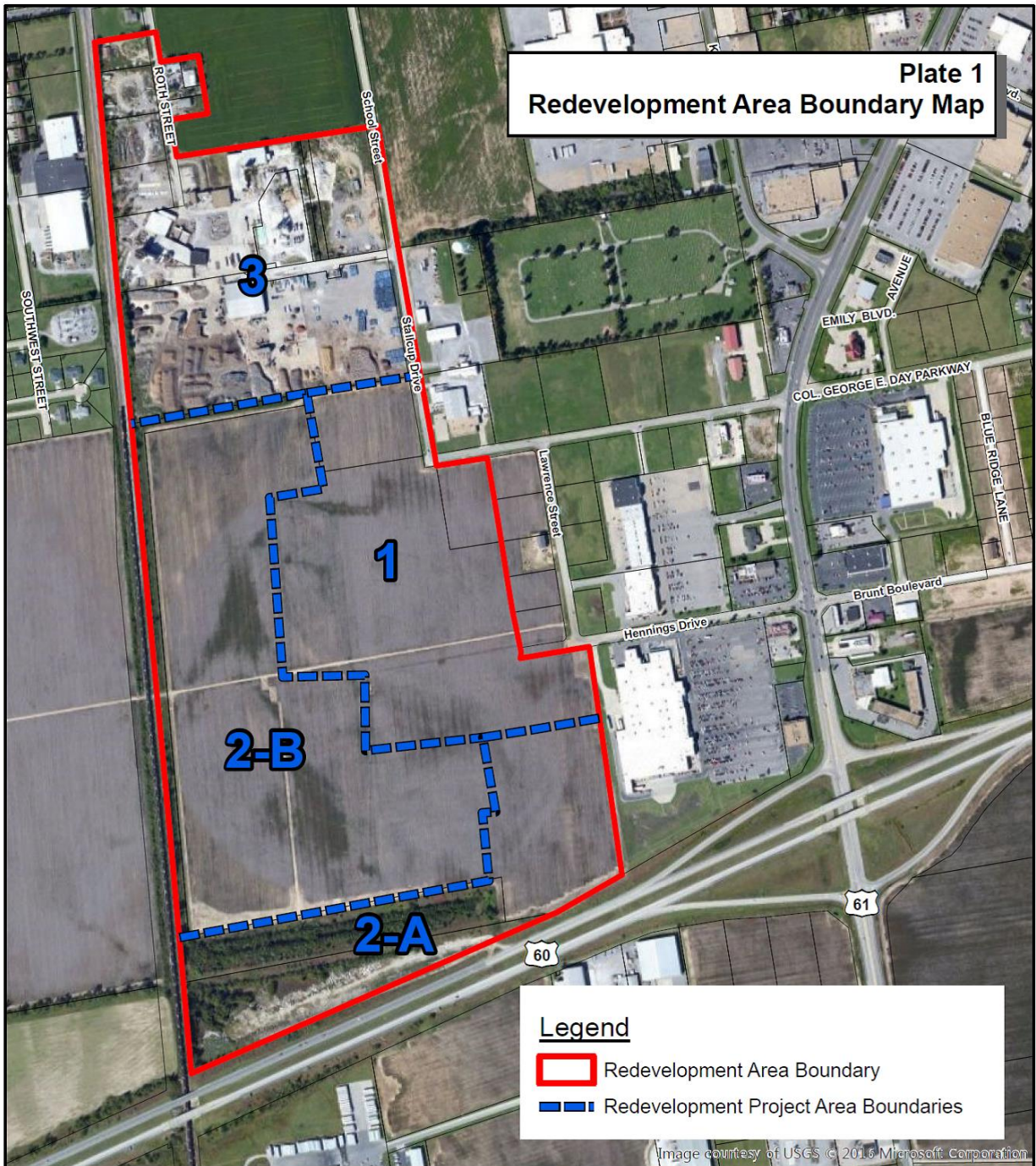
CITY OF SIKESTON, MISSOURI

By: _____
Name: _____
Title: Mayor

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Lot 1, Block 2, Cotton Ridge Development 2nd addition to the City of Sikeston.



STANDARD DEMOCRAT

New dual brand hotel coming to Sikeston

Tuesday, November 8, 2022

By David Jenkins/Standard Democrat



A rendition of the new Fairfield by Marriott and TownePlace Suites dual brand 102 room hotel that will be built in Cotton Ridge Development with an address of 1239 Commerce Drive, an area that is home to Malco Theatres, Watami and the Hampton Inn.

Submitted photo

SIKESTON — A new hotel is coming to Sikeston.

W and B Hospitality announced Monday that it has signed an agreement with Marriott International to debut the company's Fairfield by Marriott and TownePlace Suites brands in Sikeston with a dual-brand 102 room hotel. The property is slated to debut in Cotton Ridge Development with an address of 1239 Commerce Drive, an area that is home to Malco Theatres, Watami and the Hampton Inn.

As one of Marriott's fastest growing brands, it is ideal for the longer stay traveler who seeks a reliable experience to stay productive and upbeat. All guest suites are outfitted with Elfa closets by The Container Store to help guests settle in and feel right at home.

TownePlace Suites has also teamed up with Weber to bring quality grilling amenities to its outdoor spaces including grills, tools, seasonings and recipes.

The brand's Something Borrowed program invites guests to get the most out of their stays with items they might use at home, but cannot bring with them — such as blenders, crockpots, rice cookers, cookbooks and board games.

Council Letter

Date of Meeting: 23-01-09

Originating Department: Department of Public Safety

To the Mayor and City Council:

Subject:

Authorization to accept and proceed with the 2022 RHSOC Grant purchase

Attachments:

1. Quotes provided by Instant Connect
2. Subaward agreement contract

Action Options:

1. Authorize staff to proceed with acceptance of grant and purchases

Background:

The Sikeston DPS applied for a grant to fund services required on the mobile command truck. The services applied for include an additional 11 months of Satellite service for the vehicle as well as the addition of a Dejero Cellular Gateway. Both services are begin purchased from PEAKE, which is the current service provide for a lot of communication services on the Mobile Command Truck. Sikeston DPS was approved through the local RHSOC for a grant in the amount of \$17,300.10. This amount will cover most of the cost associated with these purchases. Due to grant timelines and inflation, we do expect the cost of the Dejero Gateway to increase slightly. That overage will be covered by funds that are in the current budget for items related to the Mobile Command Truck.



QUOTATION

Quote #: 22-0616-01
Customer POC: Ryan Smith
Customer Contact Info: City of Sikeston
105 East Center
Sikeston, MO 63801

Terms		PEAKE Representative (POC)	Quote Date	Revision
Pre-paid		Steve Morgan	12/16/22	0
Qty	Item	Description	Price Each	Extended
1	Gateway 211	Fanless, FirstNet ready Dejero Gateway network aggregation device with 3 Global LTE Modems, Celeron processor, 64GB storage. GateWay Cloud Service required. One year of GateWay 211 Care included. Note: Antennas are not included.	\$ 4,995.00	\$ 4,995.00
1	Custom Case	SKB Injection molded case with lid bezel plate and 7 concealment antennas mounted within; plus, base bezel plate to house DEJERO gateway unit. Case shall also include exterior hinged patch panel with the following connections: <ul style="list-style-type: none">•Switch A/C unit•WAN•LAN•2 Ethernet Ports•HDMI•2 USB Ports	\$ 3,250.00	\$ 3,250.00
12	Dejero Service	Monthly Dejero Blending Service. NOTE: Customer can combine this with TacticalIP VSAT Service and receive further discounts.	\$ 200.00	\$ 2,400.00
Notes: Travel Expenses will be billed as actuals incurred if required.			Subtotal	\$ 10,645.00
			Discount	\$ -
			Shipping	\$ -
			Price	\$ 10,645.00

Remit Payment to: Incident Communication Solutions d/b/a PEAKE LLC
8684 Veterans Highway, Suite 100
Millersville, MD 21108
ACH Payments:
Sandy Spring Bank
Routing: 055001096
Account: 1599204901



PEAKE.COM

Subject to change but all quotations will be valid for 60 days. All quotations exclude any applicable sales or use taxes unless specified and included with the price FOB-MD.



QUOTATION

Quote #: 22-0616-01
Customer POC: Ryan Smith
Customer Contact Info: City of Sikeston
105 East Center
Sikeston, MO 63801

Terms		PEAKE Representative (POC)	Quote Date	Revision
Pre-paid		Steve Morgan	6/16/22	0
Qty	Item	Description	Price Each	Extended
1	Gateway 211	Fanless, FirstNet ready Dejero Gateway network aggregation device with 3 Global LTE Modems, Celeron processor, 64GB storage. GateWay Cloud Service required. One year of GateWay 211 Care included. Note: Antennas are not included.	\$ 3,995.00	\$ 3,995.00
1	Custom Case	SKB Injection molded case with lid bezel plate and 7 concealment antennas mounted within; plus, base bezel plate to house DEJERO gateway unit. Case shall also include exterior hinged patch panel with the following connections: <ul style="list-style-type: none">•Switch A/C unit•WAN•LAN•2 Ethernet Ports•HDMI•2 USB Ports	\$ 2,995.00	\$ 2,995.00
12	Dejero Service	Monthly Dejero Blending Service. NOTE: Customer can combine this with TacticalIP VSAT Service and receive further discounts.	\$ 200.00	\$ 2,400.00
Notes: Travel Expenses will be billed as actuals incurred if required.			Subtotal	\$ 9,390.00
			Discount	\$ -
			Shipping	\$ -
			Price	\$ 9,390.00

Remit Payment to: PEAKE, LLC P.O. Box 262 Ritchie Highway, Arnold, MD 21012



Subject to change but all quotations will be valid for 60 days. All quotations exclude any applicable sales or use taxes unless specified and included with the price FOB-MD.

PEAKE.COM

SUBAWARD AGREEMENT

Southeast Missouri Regional Planning Commission
 1 W. St. Joseph Street
 PO Box 366
 Perryville, MO 63775

SUBRECIPIENT NAME City of Sikeston		DATE December 15, 2022	
ADDRESS 105 East Center St.		FEDERAL IDENTIFICATION NUMBER EMW-2022-SS-00094	OHS CONTROL NUMBER 05-07
CITY Sikeston		STATE MO	ZIP CODE 63801
TOTAL AMOUNT OF THE FEDERAL AWARD \$17,300.10		AMOUNT OF FEDERAL FUNDS OBLIGATED BY THIS ACTION \$17,300.10	
TOTAL AMOUNT OF FEDERAL FUNDS OBLIGATED TO THE SUBRECIPIENT \$17,300.10		TOTAL APPROVED COST SHARING OR MATCHING \$0	
PROJECT PERIOD FROM 09/01/2022	PROJECT PERIOD TO 08/31/2024	FEDERAL AWARD DATE 09/01/2022	
PROJECT TITLE Sikeston DPS Mobile Command Vehicle		FUNDED BY FY 2022 Homeland Security Grant Program	
FEDERAL AWARDOING AGENCY Department of Homeland Security	PASS THROUGH ENTITY MO Dept. of Public Safety SEMO RPC	IS THIS AWARD R&D YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	INDIRECT COST RATE YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> AMOUNT
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER 97.067		METHOD OF PAYMENT (Reimbursement -- Advanced) Reimbursement	
CONTACT INFORMATION			
SEMO RPC GRANT SPECIALIST		SUBRECIPIENT PROJECT DIRECTOR	
NAME Leslie Seabaugh		NAME Ryan Smith	
E-MAIL ADDRESS lseabaugh@semorpc.org		ADDRESS (If different from above) 201 S. Kingshighway	
TELEPHONE 573-547-8357		CITY, STATE AND ZIP CODE Sikeston MO 63801	
PROGRAM MANAGER Leslie Seabaugh		TELEPHONE 573-475-3756	E-MAIL ADDRESS rsmith@sikeston.org
SUMMARY DESCRIPTION OF PROJECT Project will allow continuing sustainment and operations of the rapid deployable command/communications vehicle operated by the Sikeston Department of Public Safety. Services covered will be one year of data/communications for the onboard satellite communications system through the current provider. Project will also expand the cellular connectivity on the truck by allowing the use of all cellular providers at one time.			
AWARDING AGENCY APPROVAL		SUBRECIPIENT AUTHORIZED OFFICIAL	
TYPED NAME AND TITLE OF (RPC/COG) OFFICIAL Jeremy Tanz, Executive Director		TYPED NAME & TITLE OF SUBRECIPIENT AUTHORIZED OFFICIAL Jonathan Douglass, City Manager	
SIGNATURE OF APPROVING (RPC/COG) OFFICIAL	DATE	SIGNATURE OF SUBRECIPIENT AUTHORIZED OFFICIAL	DATE
THIS SUBAWARD IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS SUBAWARD AGREEMENT THE SUBRECIPIENT IS AGREEING TO READ AND COMPLY WITH ALL SPECIAL CONDITIONS.			

GRANT PROGRAM FY 2022 State Homeland Security Program	SUBRECIPIENT City of Sikeston
AWARD NUMBER EMW-2022-SS-00094-05-07	DATE December 15, 2022
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Article XII	Copyright
Article XIII	Debarment and Suspension
Article XIV	Drug-Free Workplace Regulations
Article XV	Application of Benefits
Article XVI	Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX
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Article XVIII	False Claims Act and Program Fraud Civil Remedies
Article XIX	Federal Debt Status
Article XX	Federal Leadership on Reducing Text Messaging while Driving
Article XXI	Family America Act of 1974
Article XXII	Hotel and Motel Fire Safety Act of 1990
Article XXIII	John S. McCain National Defense Authorization Act of Fiscal Year 2019

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Article XXVI	ational Environmental Policy Act
Article XXVII	ondiscrimination in Matters Pertaining to Faith-Based Organizations
Article XXVIII	on-Supplanting Requirement
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Article XXXIII	eporting of Matters Related to Recipient Integrity and Performance
Article XXXIV	eporting Subawards and Executive Compensation
Article XXXV	equired Use of American Iron, Steel, Manufactured Products, and Construction Materials
Article XXXVI	AFECOM
Article XXXVII	errorist Financing
Article XXXVIII	rafficking Victims Protection Act of 2000 (TVPA)
Article XXXIX	niversal Identifier and System of Award Management
Article XL	SA PATRIOT Act of 2001
Article XLI	se of DHS Seal, Logo, and Flags
Article XLII	histleblower Protection Act
Article XLIII	nvironmental Planning and Historic Preservation (EHP) Review
Article XLIV	isposition of Equipment Acquired Under the Federal Award
Article XLV	ffice of Homeland Security, Specific
Article XLVI	gency Specific Special Conditions

Article I – Summary Description of Award

GRANT PROGRAM FY 2022 State Homeland Security Program	SUBRECIPIENT City of Sikeston
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The purpose of the FY 2022 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

Article II – DHS Standard Terms and Conditions Generally

The Fiscal Year (FY) 2022 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2022. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2022 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

Article III – Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency.

II. DHS/OHS financial assistance subrecipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2 Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

III. By accepting this agreement the subrecipient and its executives, as defined in 2 C.F.R. section 170.315, certify that the subrecipient's policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article IV – General Acknowledgements and Assurances

All subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities and staff.

AUTHORIZED OFFICIAL INITIALS

GRANT PROGRAM FY 2022 State Homeland Security Program	SUBRECIPIENT City of Sikeston
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1. Subrecipients must cooperate with any compliance reviews or compliance investigations conducted by DHS/OHS.
2. Subrecipients must give DHS/OHS access to, and the right to examine and copy records, accounts and other documents and sources of information related to the award and permit access to facilities or personnel.
3. Subrecipients must submit timely, complete and accurate reports to the appropriate DHS/OHS officials and maintain appropriate backup documentation to support the reports.
4. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the *DHS Civil Rights Evaluation Tool* within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identified steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to civilrightsevaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article V – Acknowledgement of Federal Funding from DHS

Subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article VI – Activities Conducted Abroad

Subrecipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article VII – Age Discrimination Act of 1975

Subrecipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

AUTHORIZED OFFICIAL INITIALS

GRANT PROGRAM FY 2022 State Homeland Security Program	SUBRECIPIENT City of Sikeston
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Article VIII – Americans with Disabilities Act of 1990

Subrecipients must comply with the requirements of Titles, I, II and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended 42 U.S.C. sections 12101-12213), which prohibits subrecipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article IX – Best Practices for Collection and Use of Personally Identifiable Information (PII)

Subrecipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

Article X – Civil Rights Act of 1964 – Title VI

Subrecipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XI – Civil Rights Act of 1968

Subrecipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) - be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XII – Copyright

Subrecipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U. S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XIII – Debarment and Suspension

Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180, as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs and activities.

AUTHORIZED OFFICIAL INITIALS

GRANT PROGRAM FY 2022 State Homeland Security Program	SUBRECIPIENT City of Sikeston
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Article XIV – Drug-Free Workplace Regulations

Subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the subrecipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Article XV – Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude subrecipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XVI – Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XVII – Energy Policy and Conservation Act

Subrecipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XVIII – False Claims Act and Program Fraud Civil Remedies

Subrecipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XIX – Federal Debt Status

All subrecipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XX– Federal Leadership on Reducing Text Messaging while Driving

Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

AUTHORIZED OFFICIAL INITIALS

GRANT PROGRAM FY 2022 State Homeland Security Program	SUBRECIPIENT City of Sikeston
AWARD NUMBER EMW-2022-SS-00094-05-07	DATE December 15, 2022
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Article XXI – Fly America Act of 1974

Subrecipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXII – Hotel and Motel Fire Safety Act of 1990

Subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

Article XXIII – John S. McCain National Defense Authorization Act of Fiscal Year 2019

Subrecipients, their contractors, and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors, and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article XXIV – Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Subrecipients must comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://jwww.lep.gov>.

Article XXV– Lobbying Prohibitions

Subrecipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the subrecipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to the federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXVI – National Environmental Policy Act

Subrecipients must comply with the requirements of the *National Environmental Policy Act of 1969*, Pub. L. No. 91-190 (1970) (codified as amended at 43 U.S.C. section 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can

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exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXVII – Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXVIII – Non-Supplanting Requirement

Subrecipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXIX – Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All subrecipients must comply with any such requirements set forth in the program NOFO.

Article XXX – Patents and Intellectual Property Rights

Subrecipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq., unless otherwise provided by law. Subrecipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXXI – Procurement of Recovered Materials

Subrecipients must comply with section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXXII – Rehabilitation Act of 1973

Subrecipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXXIII – Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the subrecipient's currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part

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200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXIV – Reporting Subawards and Executive Compensation

Subrecipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F. R. Part 170, Appendix A, the full text of which is incorporated here by the reference in the award terms and conditions.

Article XXXV – Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act Sections 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

Subrecipients of federal financial assistance programs for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desk, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, subrecipients may apply for, and the agency may grant, a waiver from these requirements.

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a. When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

1. Applying the domestic content procurement preference would be inconsistent with public interest;
2. The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
3. The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the OMB Made in America Office. There may be instances where an award qualifies, in whole, or in part, for an existing waiver described. For awards by the Federal Emergency Management Agency (FEMA), existing waivers are available and the waiver process is described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure. For awards by other DHS components, please contact the applicable DHS FAO.

To see whether a particular DHS federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please either contact the applicable DHS FAO, or for FEMA awards, please see Programs and Definitions: Build America, Buy America Act.

Article XXXVI – SAFECOM

Subrecipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXXVII – Terrorist Financing

Subrecipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Subrecipients are legally responsible to ensure compliance with the Order and laws.

Article XXXVIII – Trafficking Victims Protection Act of 2000 (TVPA)

Subrecipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000, (TVPA) (codified as amended by 22 U.S.C. section 7104). The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Article XXXIX – Universal Identifier and System of Award Management

Subrecipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

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Article XL– USA PATRIOT Act of 2001

Subrecipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article XLI – Use of DHS Seal, Logo and Flags

Subrecipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XLII – Whistleblower Protection Act

Subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. section 2409, 41 U.S.C. 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XLIII – Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding required subrecipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and executive orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the OHS/Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article XLIV – Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award, state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

Article XLV – Office of Homeland Security, Specific

By accepting this award, the subrecipient agrees:

1. To participate in the development and submission of their Threat and Hazard Identification and Risk Assessment (THIRA).

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2. To utilize standard resource management concepts, such as typing inventorying, organizing and tracking resources that facilitate the identification, dispatch, deployment and recovery of their resources.
3. To coordinate with their stakeholders to examine how they integrate preparedness activities across disciplines, agencies, and levels of government.
4. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost, which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$1,000. Expenditures for equipment shall be in accordance with the approved budget. The subrecipient shall use and manage equipment in accordance with its procedures as long as the equipment is used for its intended purposes. When original or replacement equipment acquired under this award by the subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by OHS, you must request instructions from OHS to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313 and the OHS Administrative Guide.
5. Expenditures for supplies and operating expenses shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers shall support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the contract was approved.
6. For Contractual Services the following general requirements will be followed when subcontracting for work or services contained in this grant award:
 - a. All consultant and contractual services shall be supported by written contracts stating the services to be performed, rate of compensation and length of time over which the services will be provided, which shall not exceed the length of the grant period.
 - b. As described in the OHS Administrative Guide for Homeland Security Grants, a copy of any contractual agreement made as a result of this award must be forwarded to OHS for review or be readily available for review prior to execution of the contract.
7. OHS reserves the right to terminate any contract entered into as a result of this grant award at its sole discretion and without penalty or recourse by giving a thirty (30) day written notice to the subrecipient of the effective date of termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the subrecipient under the contract shall, at the option of the OHS, become property of the State of Missouri. The subrecipient shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.
8. It is understood and agreed upon that in the event funds from state and/or federal sources are not appropriated and continued at an aggregate level sufficient to cover the contract costs, or in the event of a change in federal or state laws relevant to these costs, the

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obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.

9. To follow the grant program guidelines as stated in the OHS Administrative Guide for Homeland Security Grants, as well as the Information Bulletins released by OHS to provide important updates, clarifications and policy statements related to homeland security grant programs.
10. To follow requirements of the DHS Grant Programs Directorate Information Bulletins.
11. In the event OHS determines that changes are necessary to the award document after an award has been made, including changes to period of performance or Articles of Agreement, the subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate subrecipient acceptance of the changes to the award.
12. Prior written approval from OHS is required prior to making any change to the OHS approved budget for this award.
13. To submit Grant Status Reports to OHS by the due dates of July 10 and January 10 throughout the grant period, which must include the status updates of the milestones achieved. Final Status Reports are due to OHS within 45 days after the end of the project period.
14. All items that meet the OHS definition of equipment that are purchased with Homeland Security Grant Funds must be tagged "Purchased with U.S. Department of Homeland Security Funds."
15. If the subrecipient is a pass-through entity, copies of signed subaward agreements are due to the OHS prior to the start of any project.
16. Projects that involve changes to the natural or built environment require the completion and approval of an Environmental Historic Preservation Screening Form (EHP) prior to initiating any work on the project. Changes to the project after the approval of the EHP requires OHS review and approval. Changes to the project may require the submission and approval of an updated EHP Screening Form. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; Nation Flood Insurance Program regulation; and, any other applicable laws and Executive Orders.
17. The purchase of any generator requires prior approval from the OHS, documentation must clearly depict the full scope of the project and prove the equipment is a deployable resource.
18. Purchases from a single feasible source must have prior approval from the OHS.

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19. Subrecipient is required to complete the 2022 Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each recipient and subrecipient should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. The 2021 NCSR will be open October 1, 2022 and must be completed by each subrecipient no later than December 31, 2022.

20. Subrecipients that contract with and utilize WebEOC Emergency Management Software – Juvare, must fully fuse and maintain an active connection with Missouri’s State Emergency Management Agency (SEMA). This setup will allow for a more efficient resource response to Missouri communities during an emergency incident as well as allow emergency personnel to monitor events that may impact their community during an extended event. Fusion of other WebEOC accounts in Missouri will also assist in streamlining resource requests by reducing redundant entry in a local WebEOC account and then once again in the Missouri WebEOC account should the request not be able to be filled locally. Redundant data entry during an emergency can lead to time loss, data entry errors and omission of important details. This required setup will also allow SEMA Emergency Service Function (ESF) partners to monitor the use of resources throughout the state for Mutual aid needs.

21. Agencies purchasing license plate reader (LPR) equipment and technology with grant funds administered by the Missouri Department of Public Safety, must adhere to the following requirements:
 - a. LPR vendors chosen by an agency must have an MOU on file with the MSHP Central Vendor File as developed and prescribed by the Missouri Department of Public Safety pursuant to 11 CSR 30-17.
 - b. Prior to purchasing LPR services, the agency should verify the vendor’s MOU status with the MSHP CJIS Division by emailing mshphelpdesk@mshp.dps.mo.gov.
 - c. Share LPR data through the MoDEx process with statewide sharing platforms (i.e., MULES).
 - d. Enable LPR data sharing with other Missouri Law Enforcement agencies and enforcement support entities within the selected vendor’s software. Examples include, but are not limited to fusion centers, drug task forces, special investigations units, etc.
 - e. Connect to the Missouri State Highway Patrol’s Automated License Plate Reader (ALPR) File Transfer Protocol Access Program. This program provides the information necessary to provide a NCIC and/or MULES hit when used in conjunction with a License Plate Reader (LPR) device. An MOU must be on file with the Access Integrity Unit (AIU) for the vendor and the law enforcement agency and a registration process must be completed.
 - f. Agency shall have a license plate reader policy and operation guideline prior to the implementation of LPRs. Reimbursements will not be made on the project until the policy has been provided to the Missouri Department of Public Safety.
 - g. If LPR will be installed on Missouri Department of Transportation right-of-way(s) agency must request installation through the Missouri Department of Public Safety. Once

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approved, agency must adhere to the Missouri Department of Transportation's guidelines regarding installation of LPR's on Missouri Department of Transportation right-of-way(s).

Article XLVI – Agency Specific Special Conditions

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Council Letter

Date of Meeting: 23-01-09

Originating Department: Department of Public Safety

To the Mayor and City Council:

Subject:

Approval for Arson Detection K-9 (Grant from State Farm Insurance).

Attachments:

1. Information about the State Farm Insurance Arson K-9 Grant Program.

Action Options:

1. Request approval to proceed with Grant.

Background:

Sikeston DPS is asking for approval from City Council to continue with the State Farm Insurance K-9 grant program. Several months ago, we applied for an arson detection K-9 through a program ran by State Farm Insurance. State Farm Insurance only sponsors 12 dogs a year for the United States of America, and we were luckily selected for 2023. This grant pays 100 percent for the dog, training for both handler and K-9, travel expense there and back, food and lodging. This is a 4-week program in New Hampshire where both will receive over 200 hours of training, learning how to locate accelerates that are used during arsons. The only annual cost for the City of Sikeston will be the annual vet bills, food and annual recert which we estimate to be roughly \$4,000. The start up cost will only be a kennel and equipment needed for the dog.

Sikeston Fire Division continues to see an increase in Structure Fires each year. In 2021 we had 55 Structure Fires and in 2022 as of 12/19/2022 we have had 70 Structure Fires. We have roughly 15-20 arsons a year for structures and have several arsons involving vehicles. There are also several times the cause of the fire is unknown and having a dog can at least help possibly eliminate the use of arson-related substances.

Arson detection dogs are often faced with a different territory for every individual job, it is critical that every dog be trained to work under a wide variety of conditions, including some of the most difficult

circumstances imaginable. Regardless of climate, weather conditions, or time of year, our dogs can overcome the most challenging of circumstances to get the job done right.

K9 arson dogs are referred to as the 'passive' manner for arson detection. This essentially means that they will sit on or near the source of the odor which they are seeking once it has been detected. This allows officials to locate the substance without fear of damaging or destroying evidence, which is critical in ensuring that the prosecution process is not impaired.

Some of the arson-related substances our dogs are trained to detect include; gasoline, lighter fluid, charcoal starter fluid, brake fluid, thinner, turpentine, diesel, acetone, and Coleman fuel. Although these are some of the more common sources, dogs can be trained to seek out just about any fuel source that might be used in an arson case.

At the end of the course the K-9 and handler will receive a National Certificate certified through all 50 states. The estimated amount of the grant is \$25,000 for the K-9 and training.



About the dogs

Arson dogs stand out from the pack

Accelerant detection canines, aka arson dogs, are trained to sniff out small traces of accelerants potentially used to

start a fire. Each dog trains, lives and works with a fire investigator as its handler.

The dogs

Labrador Retrievers are uniquely qualified for the role of arson dog. This breed has an unmatched ability to discriminate scents at a fire scene. On top of that, they also carry a gentle disposition, joy for the work and an outgoing personality.

The teams

All the dogs are trained and reinforced using a food-reward method. After their initial certification, arson dogs and their handlers must be recertified every year. These dogs and handlers are together 24/7, making them partners and family.

The assignment

Arson dogs and their handlers stay busy investigating causes of fires, hosting community outreach programs and teaching classes on fire prevention and safety. Teams are in high demand, maintain a good routine and keep their energy up to help others.



Meet the active team

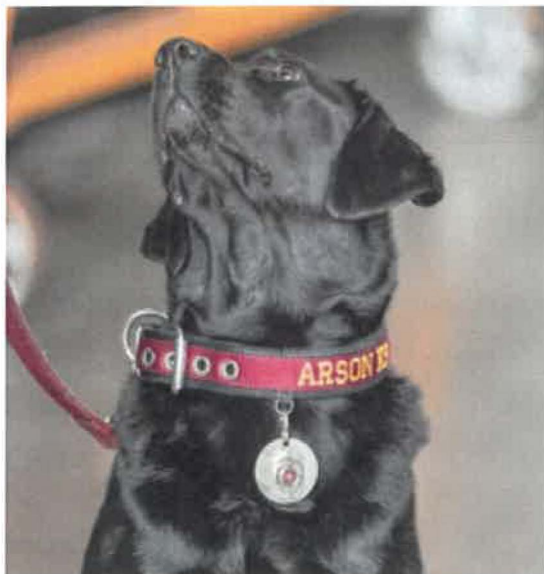
Select a state or province to meet the graduates.

Please choose a state

How we find the dogs

The majority of canines in the State Farm Arson Dog Program come to us from animal shelters, rescue organizations or certified companion programs. Many of the dogs were raised to be a guide dog or offer disability assistance, but didn't complete their training because the dog was too energetic. These dogs are given a second chance to serve by training as an accelerant detection canine.





Check out the stories about our dogs

Justin Davis and K-9 Kai

Dogs obtained through rescue organizations or shelters are saved from potential euthanasia. One such dog in the State Farm Arson Dog Program was K-9 Kai with the San Antonio Fire Department in San Antonio, TX. Get to know Kai's story on the [Humane Society's](#) website.

Lieutenant John Tadlock and K-9 Sheldon

A change in career can spark new life in a person. The same rings true for K-9 Sheldon who flunked out as a service dog, but found his place as an arson dog in Saginaw, TX. Check out K-9 Sheldon's turnaround story on [People Magazine](#) online.

K-9 Daisy walks down the aisle

Read a great story about how an arson dog in Westchester County, NY was reunited with her puppy raisers to be the ring bearer in their wedding. Get the full story on [People Magazine](#) online.



We might notice if our coffee has had a teaspoon of sugar added to it but a dog could detect a teaspoon of sugar in a million gallons of water—

roughly to two Olympic-sized pools.

"Some of these are rescued dogs that had been discarded. We give these dogs a chance —

to serve the community."



Program overview

Established in 1993

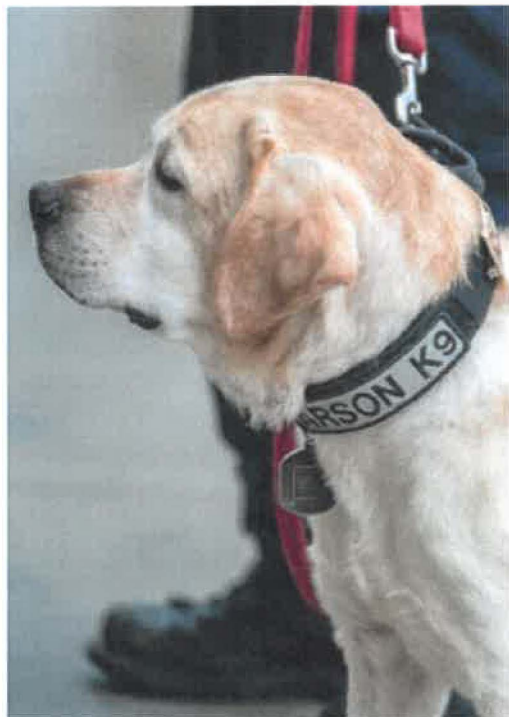
Arson destroys billions of dollars in property damage each year and is responsible for hundreds of lives lost. This program matches and trains

handlers with accelerant detection canines to counter arson fraud, raise awareness and help reduce future occurrences.

How it started

The State Farm® Arson Dog Program was established in 1993 with the Maine State Police under the guidelines of the Maine Criminal Justice Academy. The Academy is renowned for its training of canines and its national reputation in law enforcement investigation.

All dogs and handlers are trained and certified according to Maine State Criminal Justice Academy standards. Through education and knowledge, we can work together to make a difference and diminish the cost of this crime.





How it's going

Over the years, this program has put more than 425 dogs and their handlers to work in 46 states, the District of Columbia and three Canadian provinces.





The part of a dog's brain that is devoted to analyzing smells is

40 times greater than humans.

Council Letter

Date of Meeting: 23-01-09

Originating Department: Department of Public Safety

To the Mayor and City Council:

Subject:

Approval for 2023 Tahoe for Fire Division

Attachments:

1. Quote

Action Options:

1. Request approval to proceed with purchase.

Background:

Sikeston DPS is asking for approval from City Council to enter into a purchase agreement with Don Brown Chevrolet for a 2023 Tahoe-LT 4WD in the amount of \$49,693.00. This vehicle will replace a 2009 Chevy Tahoe with 182,000 miles and will continue with Fire Division fleet upgrades.

The vehicle we are requesting to purchase is currently at Don Brown Chevrolet, who is a State Approved Vendor. As we all are aware fleet vehicles are difficult to come by, let alone have one on the lot. This was a budgeted item for FY-22 with \$54,000 budgeted.



DON BROWN CHEVROLET

2244 S. KINGSHIGHWAY BLVD

ST. LOUIS, MO 63110

314-772-1400

Representative: Jeremy Kennedy

Cell: 314-800-6883

Client: Sikeston Fire

Attn: D Wheetely

Address: 215 N New Madrid St.

Sikeston, MO 63801

Phone: 573-471-6200

Email: dwheetely@sikeston.org

Date: 12/20/2022

Customer's PO:

QUOTE

All quotes are good for 14 days.

QTY	DESCRIPTION	UNIT PRICE	TOTAL
1	2023 Tahoe - LT 4WD - Victory Red in Color	\$ 49,693.00	\$ 49,693.00
Equipment Total			\$ 49,693.00
Grand Total			\$ 49,693.00

Invoices are due Net 30, unless otherwise agreed upon with customer. A 3% fee will be added monthly to all invoices after 30 days

_____ Initial

All quotes are good for 14 days. Cost of goods can change from one month to the next. After 14 days prices are subject to change.

_____ Initial

Signature and Date

--

Client Signature

Date

--

Representatives Signature

Date

By signing this agreement, I authorize Don Brown Chevrolet to order equipment and charge for the agreed quotation or invoice amount.

Council Letter

Date of Meeting: 23-01-09

Originating Department: Finance Department

To the Mayor and City Council:

Subject: Approval of Contract with Dille Pollard for Fire Station 1

Attachment(s):

1. Contract with Dille Pollard

Action Options:

1. Approve Contract with Dille Pollard
2. Other action Council may deem appropriate

Background:

The City advertised for architectural services via the newspaper, FaceBook and direct submission. Two proposals were received. On October 31st, the Professional Consulting Committee met and evaluated the submissions. The highest ranked proposal was from Dille Pollard Architecture.

Staff met with Brett Dille and Michael Pollard of Dille Pollard LLC on November 29th and discussed the project. Following that meeting, the attached contract was presented by Dille Pollard LLC to begin the process of designing and constructing a new Fire Station 1.

It is the recommendation of staff to approve the proposed contract.



AIA[®] Document B101[™] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Thirtieth day of November in the year Two Thousand Twenty-Two
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Sikeston, MO
105 E. Center Street
Sikeston, MO 63801

and the Architect:
(Name, legal status, address and other information)

DILLE POLLARD, LLC
4061 Hwy PP, Ste 2
Poplar Bluff MO 63901

for the following Project:
(Name, location and detailed description)

A new four bay fire station with amenities such as offices, training/conference rooms, sleeping quarters, meeting rooms, day room, kitchen, toilet rooms, offices, storage and equipment rooms and other spaces yet to be programmed and may be directed by the Owner in Sikeston, MO. Facility is estimated to be approx. 15,000 s.f.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

A new four bay fire station with amenities such as offices, training/conference rooms, sleeping quarters, meeting rooms, day room, kitchen, toilet rooms, offices, storage and equipment rooms and other spaces yet to be programmed as may be directed by the Owner in Sikeston, MO. Facility is estimated to be approx. 15,000 s.f.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Facility to be located on a vacant lot in the 900 block of E. Malone Ave. (Hwy. 62/65 N), bounded by Burger King (east side), Greer Ave (south side) and Merick's Sandwich Shop (west side). All utilities are available on or adjacent to site. The structure will be designed as an Essential Facility, Risk Category IV.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

TBD

Init.

/

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Construction commencement date:
Summer/Fall 2023
- .2 Substantial Completion date or dates:
Summer/Fall 2024

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

TBD

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Mr. Jonathan Douglass, City Manager
105 East Center
Sikeston, Missouri 63801

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

The City of Sikeston City Council must approve the Plans and Specifications prior to Invitations to Bid being issued. The Council must also approve all Change Orders exceeding \$10,000.00 except as otherwise directed.

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

- .1 Geotechnical Engineer:
Holcomb Engineering, Carbondale, IL
- .2 Civil Engineer:
Lambert Engineering, Sikeston, MO
- .3 Topo/Boundary Survey:
Lambert Engineering, Sikeston, MO

§ 1.1.10 The Architect identifies the following representatives in accordance with Section 2.3:

Michael D. Pollard, AAIA, Principal

Init.

4061 Highway PP, Suite 2
Poplar Bluff, MO 63901
573-778-0033 (O)

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

TBD

.2 Mechanical Engineer:

TBD

.3 Electrical Engineer:

TBD

§ 1.1.11.2 Consultants retained under Supplemental Services:

Refer to Article 4, Section 4.1.1.

§ 1.1.12 Other Initial Information on which the Agreement is based:

N/A

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect hereby represents and agrees that the plans, drawings, specifications and other documents prepared by it pursuant to this Contract must be complete and functional for the purposes intended, except as to any deficiencies which are due to causes beyond the control of the Architect, and that the Project, if constructed in

accordance with such plans, drawings, specifications and other documents, will be structurally sound and a complete and properly functioning facility suitable for the purposes for which it is intended. The Architect's liability for errors and omissions under this Contract will be interpreted consistent with the standard of care under Missouri law applicable to professional architects and engineers.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less \$1,000,000 for each occurrence and \$3,000,000 in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than \$1,000,000 per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than \$2,000,000.

§ 2.5.6 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.7 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5. Evidence of all insurance in ACORD format demonstrating coverage in a bona fide insurer maintaining at a minimum an "A" rating and must be provided to the Owner upon execution of this Agreement. The Owner must be an additional insured on all insurance. A copy of all insurance policies must be provided to the Owner upon execution of this Agreement. The Architect must notify the Owner in the event of cancellation, termination, non-renewal, or material change in any insurance policy, including, but not limited to any reduction in the aggregate coverage provided by the policy. Failure to maintain insurance coverage as required by this Section 2.5 is a material breach of this Agreement.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

Init.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities. The Owner recognizes that when the building inspectors visit the construction site, they may make decisions that are contrary to earlier decisions or comments of the plan reviewer, resulting in a construction change order. The Owner also recognizes that utility companies make changes to their earlier decisions and directions throughout the design and construction of the Project that require the Architect to redesign and may require a construction change order to be issued. Should such contrary decision be made, Architect will consult with the Owner to determine the best course of action as approved by the Owner.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 If requested, the Architect shall prepare a preliminary evaluation of the Owner's program, schedule, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 If directed, the Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.5.2 The Architect may consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall provide an updated estimate of the Cost of the Work for review and approval by the Owner.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents may also include outline specifications that identify major materials and systems and establish, in general, their quality levels, as determined by the Architect.

§ 3.3.2 The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or

negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents, General Conditions and Supplementary Conditions, Specifications, and Drawings.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority and responsibility to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. The Architect shall promptly notify the Owner in writing of any nonconforming Work and shall reject such nonconforming Work unless the Owner objects to the rejection in writing

after notification. Performance of any additional inspection or testing which would result in additional costs to the Owner shall require advance notice to and the written approval of the Owner. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design intent and concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design intent and concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance and make appropriate recommendations to the Owner.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services for the Project, and shall be billed at direct cost to the Owner:

- Civil Engineering
- Geotechnical Engineering
- Surveying
- Special 3rd Party Inspections (TBD, if required)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and

- comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
 - .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
 - .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Not less than One (1) visits to the site per month by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within forty-eight (48) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service provided however, that failure of the Owner to provide such notice to the Architect shall in no way affect the Architect's obligations under this Agreement, nor shall such failure relieve the Architect from any liability for its failure to discover and correct any such fault, defect, error, omission, or inconsistency.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner, if known. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the estimate of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated

prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In reviewing estimates of the Cost of Work, the Architect shall be permitted suggest the inclusion of contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[X] Arbitration pursuant to Section 8.3 of this Agreement

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the

Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than fifteen days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than fifteen days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than fifteen days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

.1 Termination Fee:

The amount owed for work completed to date plus an amount to be negotiated at time of termination.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Basic Services will be provided at a rate of 8.5% of the cost of the work. The fee will initially be based on preliminary cost estimates and then turned into a lump sum amount once the Cost of the Work has been established through the procurement process.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

Civil Engineering (Lambert - \$13,500.00)

Init.

Geotechnical Engineering (Holcomb – est. \$4,750.00)
Topo/Boundary Surveying (Lambert - \$3,000.00)
Special 3rd Party Inspections (est. \$15,000.00)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

Billing of Additional Services will be based on utilizing the Architects current basic hourly rates in place at the time services were performed, or as mutually agreed by the Owner and Architect. See Article 11.7 for hourly rates.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Zero percent (0%).

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be billed as follows:

Schematic Design Phase	Fifteen	percent (15	%)
Design Development Phase	Twenty	percent (20	%)
Construction Documents Phase	Forty-Five	percent (45	%)
Bidding	Five	percent (5	%)
Construction Administration	Fifteen	percent (15	%)
<hr/>				
Total Basic Compensation	one hundred	percent (100	%)

The Phasing of Compensation is for billing convenience only, as shall not be construed to limit or place value on the work completed at the time of billing. The Initial Billing amount will be adjusted once final construction cost is established.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the most recent budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced and shall be based on the most recent budget as presented by the Owner's contractor.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

Employee or Category	Rate per hour
Principal Architect	\$185
Project Architect/Manager	\$150
Staff Architect/Technical	\$135
Engineer	\$185

§ 11.7.1 The rates shall be adjusted no more frequently than annually and a price adjustment may not exceed the amount of the annual percentage change of the Consumer Price Index (CPI) for the twelve-month period immediately prior to the effective date of the adjustment. The relevant CPI is the CPI for all urban consumers issued for the St. Louis, Missouri Metropolitan area by the US Department of Labor, Bureau of Labor Statistics for ALL ITEMS.

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Permitting and other fees required by authorities having jurisdiction over the Project;
- .2 Printing, reproductions, plots, and standard form documents;
- .3 Physical models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .4 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .5 Other similar Project-related expenditures as approved by the Owner, with prior consent by Owner.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

N/A

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

1.5 %

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

Printed name, and title

ARCHITECT *(Signature)*

Michael D. Pollard, AAIA, Principal
(Printed name, title, and license number, if required)

Council Letter

Date of Meeting: 22-01-09

Originating Department: Finance Department

To the Mayor and City Council:

Subject: Removal of City Banking Access for Former Employee

Attachment(s):

None

Action Options:

1. Authorize the removal of various staff from bank access
2. Other action Council may deem appropriate

Background:

Rae Lynn Munoz, Cindy Sturgeon and Katherine Brooke Reeves have terminated their employment with the City of Sikeston. I contacted the bank to delete their access to our bank accounts. In addition to a statement on city letterhead with my signature, they require the action approved in the city council minutes.

I have provided them with a written letter with the understanding that proof of council action would be provided. Staff requests a motion to remove Rae Lynn Munoz, Cindy Sturgeon and Katherine Brooke Reeves from all city bank accounts at Southern Bank.

Council Letter

Date of Meeting 23-01-09

Originating Department: Public Works

To the Mayor and City Council:

Subject: Approval of CY2023 Street and Drainage Program

Action Options:

1. Seeking the approval of the 2023 street and drainage improvement plan.
2. Other action the City Council deems appropriate.

Attachments:

1. CY2023 Street & Drainage Improvement Plan.

Background:

The Department of Public Works is seeking council approval of the Calendar Year 2023 Street and Drainage Program. On 12/13/22, staff presented the 2023 plan to the Planning and Zoning Commission. The P&Z board approved the plan unanimously. We now seek council's authorization to proceed both of the list of projects, and the assigned consulting engineers. On the attached plan, the top portion shows the proposed projects and consultants. The list directly below shows potential projects for additional funding. Below that is a section showing the streets to be improved as a part of the CDBG funded project this coming summer for your information and comparison. At the very bottom is a list of drainage projects that had ARPA funding set aside to be completed in 2023.

2023 - Street & Drainage Improvement Plan - City of Sikeston

2023 Proposed Street Projects (Transportation Sales Tax)

Project Description	Location	Ward	Estimate for	Construction + 11%	Proposed Consultant
			Construction Only	Engineering	
¹ Stephens (Mill & Resurface)	Gehrig to Campanella	2	\$44,658.00	\$49,570.38	Lambert
Euclid Avenue (Mill & Resurface)	Wakefield Avenue to Salcedo Road	1	\$133,088.00	\$147,727.68	Lambert
Pine Street (Mill & Resurface)	Ables Road to Virginia Street	2,3	\$41,006.00	\$45,516.66	Lambert
Presnell Street (Mill & Resurface)	Missouri Avenue to dead end	2	\$32,993.00	\$36,622.23	Lambert
N. Kingshighway/ E. Center Street (Intersection Reconstruction)	N. Kings/ E. Center	1	\$50,000.00	\$55,500.00	Lambert
New Madrid Avenue/ North Street (Intersection Reconstruction)	New Madrid / North Street	1	\$50,000.00	\$55,500.00	Lambert
Seal Coat Glenn Area		3	\$94,000.00	\$104,340.00	Waters
Seal Coat Cardinal & Thrush		1	\$16,000.00	\$17,760.00	Waters
Larcel Drive (Concrete Reconstruction)	S. Main Street to Santie Oil Co.	3	\$350,000.00	\$388,500.00	Waters
Downtown Alley-Between Front & Center (Mill & Resurface)	New Madrid St. to Scott St.	1	\$10,131.00	\$11,245.41	Lambert
ADA Modifications	Center Sidewalk New Madrid to Scott	1	\$50,000.00	\$55,000.00	
Miscellaneous Pavement Repair	Various		\$50,000.00	\$50,000.00	
Subtotal			\$921,876.00	\$1,017,282.36	

¹ - Stephens inclusion based on request to Sikeston Special Road District-Approval Pending

Potential Add-Alternate Projects for Additional Funds

N. West Street (Mill & Resurface)	Compress Road to Wakefield Avenue		\$129,350.00	\$143,578.50	
West Wakefield (Mill & Resurface)	Ditch #4 to Euclid Avenue	1,4	\$314,249.00	\$348,816.39	
Woodlawn (Pavement Repair/Overlay - No Milling)	Tanner to Moore	1	\$20,548.00	\$22,808.28	
Crowe Street (Mill & Resurface)	Indiana Street to Ables Road	2	\$122,074.00	\$135,502.14	
Sikes Ave (Pavement Repair/Overlay - No Milling)	Woodlawn to Hunter	1	\$26,511.00	\$29,427.21	
Powers Avenue (Mill & Resurface)	Wakefield Avenue to Allen Blvd.	1	\$67,549.00	\$74,979.39	
5th Street (Mill & Resurface)	Smith Avenue to Hart Street	2	\$43,362.00	\$48,131.82	
South 6th Street (Mill & Resurface)	Smith Avenue to Cul de Sac	2	\$31,978.00	\$35,495.58	
7th Street (Mill & Resurface)	Smith Avenue to Athens	2	\$28,035.00	\$31,118.85	
Troy Street (Mill & Resurface)	Ingram Road to South 6th Street	2	\$29,222.00	\$32,436.42	
Smith Avenue (Mill & Resurface)	Ingram Road to Noth Main Street	2	\$168,896.00	\$187,474.56	
Tanner Street (Mill & Resurface)	South Main Street to Dye Street	2	\$65,930.00	\$73,182.30	
Dye Street (Mill & Resurface)	Applegate Blvd. to Lillian Street	2	\$27,727.00	\$30,776.97	
Kentucky Avenue (Mill & Resurface) including bridge	Saint Johns bridge to Broadway Ave.	2	\$62,704.00	\$69,601.44	
Virginia Street (Mill & Resurface)	Pine Street to Ingram Road	2,3	\$63,076.00	\$70,014.36	
Total of Additional Costs:				\$1,333,344.21	

Based on: Street & Drainage Budget \$884,000.00
Ditch Maintenance Budget \$60,000.00
\$944,000.00

NOTES: Mill/Resurface Estimates Based on \$85/Ton Asphalt & \$3/SY Milling

2023 projects with CDBG Grant

Project Description	Location	Ward	Estimate for	Construction + 19%	
			Construction Only	Engineering/Admin	
Hardin Street (Pavement Repair/Overlay - No Milling)	Main to Kings	3	\$83,693.00	\$99,594.67	
Matthews Ave (Pavement Repair/Overlay - No Milling)	Main to Pine	2	\$69,130.00	\$82,264.70	
E. Kathleen Avenue (Pavement Repair/Overlay - No Milling)	Main to Pine	2	\$69,130.00	\$82,264.70	
E. Kathleen Avenue (Pavement Repair/Overlay - No Milling)	Main to Kings	1	\$80,963.00	\$96,345.97	
E. Kathleen Avenue - Intersections	Warner/East	1	\$58,000.00	\$69,020.00	
S. Prairie Avenue (Pavement Repair/Overlay - No Milling)	E. Malone to E. Gladys	1	\$33,707.00	\$40,111.33	
S. Prairie Avenue - Intersection	E. Kathleen	1	\$48,000.00	\$57,120.00	
S. Frisco - Mill/Overlay	Ruth to Murray	4	\$58,789.00	\$69,958.91	
Kendall - Mill/Overlay	South West to Handy	4	\$12,082.00	\$14,377.58	
W. Gladys - Mill/Overlay	South West to Handy	4	\$12,552.00	\$14,936.88	
William St. - Mill/Overlay	South West to Frisco	4	\$20,365.00	\$24,234.35	
Daniel - Mill/Overlay	South West to Frisco	4	\$19,212.00	\$22,862.28	
Dover - Mill/Overlay	Allen/Davis	1	\$24,079.00	\$28,654.01	
Subtotal			\$589,702.00	\$701,745.38	

FY2023 Projects for American Rescue Plan Act Funds

Project Description	Location	Ward	Construction Costs
Stormwater Improvements/Additional Piping	Anderson Area	2	\$600,000.00
Clean Out Lateral C South of City Limits	US60 to St. Johns Main Channel	3	\$80,000.00
Stormwater Improvements	South West / Murray Lane	4	\$50,000.00
Stormwater Improvements	Goldbriar Area	1	\$50,000.00
Clean Out Ditch & Enlarge Culverts Under RR Track	Greenbriar Ditch	1	\$170,000.00
Subtotal			\$950,000.00

Council Letter

Date of Meeting: January 9, 2023

Originating Department: City Manager

To the Mayor and City Council:

Subject: Marijuana Facilities

Attachment(s):

1. Bill #6295

Action Options:

1. Conduct first reading of Bill #6295
2. Other Action Council May Deem Necessary

Background:

In November 2022, Missouri voters approved Amendment 3 to the Missouri Constitution, which legalized recreational use of marijuana in Missouri effective December 8, 2022. Previous to that, only medical marijuana was legal in the State of Missouri, and the City of Sikeston had zoning regulations in place relating to medical marijuana facilities, including dispensaries, cultivation facilities, infused product manufacturing facilities, and testing facilities. Amendment 3 states that local governments are not to enact regulations on such facilities that make their operation “unduly burdensome.”

Amendment 3 made changes to the former medical marijuana law as well as setting forth the new law regarding recreational marijuana. The attached Bill #6295 updates the City’s zoning laws pertaining to medical and recreational marijuana facilities to be compliant with the State laws.

In many ways Amendment 3 removes the distinction between medical and recreational marijuana, other than maintaining some additional protections for medical marijuana users. In fact Amendment 3 does not talk about “recreational” marijuana facilities, but “comprehensive” facilities that serve both medical and non-medical marijuana uses and customers. Under Amendment 3, a comprehensive marijuana facility “need not segregate or account for its marijuana products as either non-medical marijuana or medical marijuana.” Currently licensed medical marijuana facilities are given strong preference and advantage for conversion to “comprehensive” marijuana facilities.

For these reasons, and for ease of application and enforcement, it is proposed that the City's zoning regulations be amended to apply equally to medical and non-medical marijuana facilities, instead of creating separate regulations for non-medical marijuana facilities.

The basic framework for the City's regulations of marijuana facilities is as follows:

- 1,000 foot distance restriction from schools, churches and day cares for all cultivation, manufacturing and testing facilities. 500 foot distance restriction for dispensaries.
- Hours of operation for dispensaries of 7:00 a.m. to 7:00 p.m.
- No limitations on hours of operation for other facilities
- Dispensaries allowed in General Commercial (C-2), Highway Commercial (C-3), Light Industrial (IL) and Heavy Industrial (IH) zones
- Infused Products Manufacturing Facilities allowed in IL and IH zones.
- Cultivation Facilities allowed in IH and Agricultural/Open Space (AG) zones.

Under Amendment 3, a local government may prohibit the operation of all comprehensive marijuana dispensaries through referral of a ballot question to the voters. Such a ballot question shall be voted on ONLY during the regularly scheduled general election held in November of a presidential election year, starting in 2024.

BILL Number 6295**ORDINANCE Number 6295**

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6295 AND SHALL AMEND ARTICLE XII, CHAPTER 405, OF THE CITY CODE OF THE CITY OF SIKESTON, MISSOURI, REGARDING MARIJUANA FACILITIES.

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: Chapter 405, Article XII Medical Marijuana shall be amended to read as follows:

Chapter 405. Zoning Regulations**Article XII. Medical Marijuana Facilities**

SECTION III: Article XII, Chapter 405, of the City Code of the City of Sikeston, Missouri, shall be amended as follows:

Section 405.010. Definitions.

"Definitions" of the Code of Sikeston, Missouri is amended to add the following definitions. If any of the new definitions adopted herein conflict with any preexisting definitions, the definitions in this Ordinance shall supersede any preexisting definitions:

Marijuana-Infused Products

Means products that are infused, ~~dipped, coated, sprayed, or mixed~~ with marijuana or an extract thereof ~~and are intended for use or consumption other than by smoking~~, including, but not limited to, ~~products that are able to be vaporized or smoked~~, edible products, ~~ingestible products, topical products, suppositories, and infused prerolls, for legal medical or non-medical use.~~ ~~ointments, tinctures and concentrates.~~

~~Medical Marijuana Cultivation Facility~~

~~Means a facility licensed by the State of Missouri to acquire, cultivate, process, store, transport, and sell marijuana, marijuana seeds, and marijuana vegetative cuttings to a medical, non-medical, or comprehensive marijuana facility as defined by State law, including a Medical Marijuana Dispensary Facility, Medical Marijuana Testing Facility, or to a Medical Marijuana-Infused Products Manufacturing Facility.~~

~~Medical Marijuana Dispensary Facility~~

~~Means a facility licensed by the State of Missouri to acquire, process, package, store, sell, transport, and deliver marijuana, marijuana seeds, marijuana vegetative cuttings, marijuana-infused products and drug paraphernalia used to administer marijuana as provided for in this section to a qualifying patient, a primary caregiver, a consumer, or another Medical Marijuana Dispensary Facility, a Medical Marijuana Testing Facility, or a Medical Marijuana- Infused Projects Manufacturing Facility.~~

~~Medical Marijuana-Infused Products Manufacturing Facility~~

~~Means a facility licensed by the State of Missouri, to acquire, store, manufacture, transport, and sell marijuana-infused products to a medical, non-medical, or comprehensive marijuana facility as defined by State law, including a Medical Marijuana Dispensary Facility, a Medical Marijuana Testing Facility, or to another Medical Marijuana-Infused Projects Manufacturing Facility.~~

~~Medical Marijuana Testing Facility~~

~~Means a facility certified by the State of Missouri, to acquire, test, certify, and transport marijuana.~~

Microbusiness Dispensary Facility

Means a facility licensed by the State of Missouri to acquire, process, package, store on site or off site, sell, transport to or from, and deliver marijuana, marijuana seeds, marijuana vegetative cuttings, marijuana-infused products and drug paraphernalia used to administer marijuana, to a consumer, qualifying patient, or primary caregiver, as those terms are defined by the State, anywhere on the licensed property or to any address as directed by the consumer, qualifying patient, or primary caregiver and, as otherwise allowed by

law, a microbusiness wholesale facility, or a marijuana testing facility. Microbusiness dispensary facilities may receive transaction orders at the dispensary directly from the consumer in person, by phone, or via the internet, including from a third party. A microbusiness dispensary facility's authority to process marijuana shall include the creation of prerolls.

Microbusiness Wholesale Facility

Means a facility licensed by the department to acquire, cultivate, process, package, store on site or off site, manufacture, transport to or from, deliver, and sell marijuana, marijuana seeds, marijuana vegetative cuttings, and marijuana infused products to a microbusiness dispensary facility, other microbusiness wholesale facility, or marijuana testing facility. A microbusiness wholesale facility may cultivate up to 250 flowering marijuana plants at any given time. A microbusiness wholesale facility's authority to process marijuana shall include the creation of prerolls and infused prerolls.

SECTION IV: Article XII, Chapter 405, Section 405.1490 of the City Code of the City of Sikeston, Missouri, shall be amended to read as follows:

Section 405.1490. Medical Marijuana Facilities.

A. ~~Medical~~ Marijuana Dispensaries (including Microbusiness Dispensaries).

- ~~1. Commercial 2 ("C-2") and Commercial 3 ("C-3") Zones of Section 405.920, Tables — Use, Height and Area Regulations of the Code of Sikeston, Missouri, is hereby amended to add a new designation, Medical Marijuana Dispensary Facility.~~
- ~~2. Light Industrial ("IL") and Heavy Industrial ("IH") Districts of Section 405.1130, Tables — Use, Height and Area Regulations of the Code of Sikeston, Missouri, is hereby amended to add a new designation, Medical Marijuana Dispensary Facility.~~
3. Standards For Medical Marijuana Dispensaries. No building shall be constructed, altered or used for a Medical Marijuana Dispensary without complying with the following regulations this Article.
 - a. No Medical Marijuana Dispensary shall be located within five hundred (500) feet of a then existing elementary or secondary school, child day care center, or church*. Measurements shall be in a method consistent with the following:
 1. ~~The distance between the facility and the school, day care, or church shall be measured between the closest public entrances of the facility and the school, day care or church.~~ In the case of a freestanding facility, the distance between the facility and the school, daycare, or church shall be measured from the external wall of the facility structure closest in proximity to the school, daycare, or church to the closest point of the property line of the school, daycare, or church. If the school, daycare, or church is part of a larger structure, such as an office building or strip mall, the distance shall be measured to the entrance or exit of the school, daycare, or church closest in proximity to the facility. In the case of a facility that is part of a larger structure, such as an office building or strip mall, the distance between the facility and the school, daycare, or church shall be measured from the property line of the school, daycare, or church to the facility's entrance or exit closest in proximity to the school, daycare, or church. If the school, daycare, or church is part of a larger structure, such as an office building or strip mall, the distance shall be measured to the entrance or exit of the school, daycare, or church closest in proximity to the facility.

2. Measurements shall be made along the shortest path between the demarcation points that can be lawfully traveled by foot.

* "Then existing" shall mean any school, child day care center, or church with a written building permit from the City to be constructed, or under construction, or completed and in use at the time the ~~Medical~~ Marijuana Dispensary first applies for either zoning or a building permit, whichever comes first.

- b. On-Site Usage Prohibited. No marijuana may be smoked, ingested, or otherwise consumed on the premises of a ~~Medical~~ Marijuana Dispensary building.
- c. Hours Of Operation. All sales or distribution of ~~Medical~~ Marijuana and any other products sold to the public through a ~~Medical~~ Marijuana Dispensary shall take place between the hours of 7:00 A.M. and 7:00 P.M., Monday - Sunday. ~~Medical~~ Marijuana Dispensaries shall be secured and closed to the public after the hours listed in this Subsection and no persons not employed by the ~~Medical~~ Marijuana Dispensary may be present in such a facility at any time it is closed to the public.
- d. Display Of License Required. The ~~Medical~~ Marijuana Dispensary license issued by the State of Missouri shall be prominently in a highly visible location, easily seen by patients on the dispensary's sales floor.
- e. Zoning Limitations. ~~Medical~~ Marijuana Dispensaries shall be in any Commercial-2 ("C-2"), Commercial-3 ("C-3") Zones, Light Industrial Districts ("IL") and Heavy Industrial ("IH") Districts located in the City of Sikeston.
- f. Site Plan Review. Any plans for a ~~Medical~~ Marijuana Dispensary shall meet the standard new construction or new business requirements of all General Business and Commercial District construction outlined in this Title and approved subject to the standard procedures of the 2012 ~~currently adopted and applicable~~ International Code Council and local ordinances of the City of Sikeston, general business and commercial zoning code.

B. ~~Medical~~ Marijuana-Infused Products Manufacturing Facilities, And ~~Medical~~ Marijuana Testing Facilities, and Microbusiness Wholesale Facilities.

~~1. Light Industrial (IL) District and Heavy Industrial (IH) District of the City Code of Sikeston, Missouri, is hereby amended to add to Section 405.1130, Tables Use, Height and Area Regulations, Standards for Medical Marijuana-Infused Products Manufacturing Facilities and Medical Marijuana Testing Facilities. The standards which apply to said facilities shall be as set forth in Subsection (B)(2), below.~~

1. No building shall be constructed, altered or used for a ~~Medical~~ Marijuana-Infused Products Manufacturing Facility, or ~~Medical~~ Marijuana Testing Facility or **Microbusiness Wholesale Facility** without complying with the following regulations:
 - a. Distance Requirement. No ~~Medical~~ Marijuana-Infused Products Manufacturing Facility, or ~~Medical~~ Marijuana Testing Facility, or **Microbusiness Wholesale Facility** using any combustible gases or CO2 in the extraction process shall be located within one thousand (1,000) feet of

a then existing elementary or secondary school, licensed child day care center, or church*. ~~Any other Medical Marijuana-Infused Products Manufacturing Facility or Medical Marijuana Testing Facility may be located in any location where a Medical Marijuana Dispensary may be located as detailed above, and subject to zoning restrictions.~~ Measurements shall be in a method consistent with the following:

1. ~~The distance between the facility and the school, day care, or church shall be measured between the closest public entrances of the facility and the school, day care or church.~~ In the case of a freestanding facility, the distance between the facility and the school, daycare, or church shall be measured from the external wall of the facility structure closest in proximity to the school, daycare, or church to the closest point of the property line of the school, daycare, or church. If the school, daycare, or church is part of a larger structure, such as an office building or strip mall, the distance shall be measured to the entrance or exit of the school, daycare, or church closest in proximity to the facility. In the case of a facility that is part of a larger structure, such as an office building or strip mall, the distance between the facility and the school, daycare, or church shall be measured from the property line of the school, daycare, or church to the facility's entrance or exit closest in proximity to the school, daycare, or church. If the school, daycare, or church is part of a larger structure, such as an office building or strip mall, the distance shall be measured to the entrance or exit of the school, daycare, or church closest in proximity to the facility.
2. Measurements shall be made along the shortest path between the demarcation points that can be lawfully traveled by foot.

* "Then existing" shall mean any school, child day care center, or church with a written building permit from the City to be constructed, or under construction, or completed and in use at the time the ~~Medical Marijuana-Infused Products Manufacturing Facility or Medical Marijuana Testing Facility~~ first applies for either zoning or a building permit, whichever comes first.

- b. Outdoor Operations Or Storage. All operations and all storage of materials, products, or equipment shall be within a fully secured area inside the building structure or outdoors on the property in an area enclosed by a razor wire fence at least ten (10) feet in height, not including the razor wire.
- c. On-Site Usage Prohibited. No marijuana may be smoked, ingested, or otherwise consumed on the premises of any ~~Medical Marijuana-Infused Products Manufacturing Facility, or Medical Marijuana Testing Facility~~ or Microbusiness Wholesale Facility during regular business hours.
- d. Hours Of Operation. All ~~Medical Marijuana-Infused Products Manufacturing Facilities, or Medical Marijuana Testing Facilities~~ or Microbusiness Wholesale Facilities shall be closed to the public and no persons not employed by the business shall be on the premises at any time without being approved entry and logged in by building security personnel and are required to obtain a visitor pass.
- e. Display Of Licenses Required. The ~~Medical Marijuana-Infused Products Manufacturing Facility, or Medical Marijuana Testing Facility~~ or Microbusiness Wholesale Facility license issued by the State of Missouri

shall be displayed in a prominent place in plain view near the front desk of the facility.

- f. **Zoning Limitations.** A Marijuana-Infused Products Manufacturing Facility, Marijuana Testing Facility or Microbusiness Wholesale Facility shall be allowed in any Light Industrial Districts ("IL") and Heavy Industrial ("IH") Districts located in the City of Sikeston.
- g. **Site Plan Review Required.** Any plans for a ~~Medical~~ Marijuana-Infused Products Manufacturing Facility, ~~or Medical Marijuana Testing Facility~~ **or Microbusiness Wholesale Facility** using combustible gases or CO2 in the extraction process shall meet the standard new construction requirements of the Light Industrial District outlined in this Title and approved subject to the standard procedures of the 2012 **currently adopted and applicable** International Building Code and local ordinances of the City of Sikeston for Light Industrial Districts ("IL") or Heavy Industrial Districts ("IH"). ~~Furthermore, this Section clarifies that Medical Marijuana-Infused Products Facility may be built in either a Light Industrial ("IL") or Heavy Industrial District ("IH").~~

C. ~~Medical~~ Marijuana Cultivation Facility.

~~1. Heavy Industrial ("IH") District and Agricultural/Open Space ("AG") District of the City Code of Sikeston, Missouri, is hereby amended to add to Section 405.700, Permitted Use, a new designation for Medical Marijuana Cultivation Facilities. The standard which shall apply to said facilities shall be as set forth in Subsection (C)(2), below:~~

1. No building shall be constructed, altered or used for a ~~Medical~~ Marijuana Cultivation Facility without complying with the following regulations of the Heavy Industrial ("IH") District and Agricultural/Open Space ("AG") District or the City Code of Sikeston, Missouri.

- a. **Distance Requirement.** No ~~Medical~~ Marijuana Cultivation Facility shall be located within one thousand (1,000) feet of a then existing elementary or secondary school, State licensed child day care center or church*. Measurements shall be consistent with the following:

- 1. **In the case of a freestanding facility, the distance between the facility and the school, daycare, or church shall be measured from the external wall of the facility structure closest in proximity to the school, daycare, or church to the closest point of the property line of the school, daycare, or church. If the school, daycare, or church is part of a larger structure, such as an office building or strip mall, the distance shall be measured to the entrance or exit of the school, daycare, or church closest in proximity to the facility. In the case of a facility that is part of a larger structure, such as an office building or strip mall, the distance between the facility and the school, daycare, or church shall be measured from the property line of the school, daycare, or church to the facility's entrance or exit closest in proximity to the school, daycare, or church. If the school, daycare, or church is part of a larger structure, such as an office building or strip mall, the distance shall be measured to the entrance or exit of the school, daycare, or church closest in proximity to the facility.**

- 2. ~~In the case of a freestanding facility, the distance between the facility and the school, day care, or church shall be measured from the external wall of the facility structure closest point of the property line~~

~~of the school, day care, or church. If the school, day care, or church is part of a larger structure, such as an office building or strip mall, the distance shall be measured to the entrance or exit of the school, day care, or church closest in proximity to the facility.~~

~~3. In the case of a facility that is part of a larger structure, such as an office building or strip mall, the distance between the facility and the school, day care, or church to the facility's entrance or exit closest in proximity to the school, day care, or church. If the school, day care, or church is part of a larger structure, such as an office building or strip mall, the distance shall be measured to the entrance or exit of the school, day care, or church closest in proximity to the facility.~~

2. Measurements shall be made along the shortest path between the demarcation points that can be lawfully traveled by foot.

* "Then existing" shall mean any school, child day care center, or church with a written building permit from the City to be constructed, or under construction, or completed and in use at the time the ~~Medical~~ Marijuana Cultivation Facility first applies for either zoning or a building permit, whichever comes first.

- b. Outdoor Operations Or Storage. All operations and all storage of materials, products, or equipment shall be within a fully secured area inside the building structure or outdoors on the property in an area enclosed by a razor wire fence at least ten (10) feet in height, not including the razor wire.
- c. On-Site Usage Prohibited. No marijuana may be smoked, ingested, or otherwise consumed on the premises of any ~~Medical~~ Marijuana Cultivation Facility during regular business hours.
- d. Hours Of Operation. All ~~Medical~~ Marijuana Cultivation Facilities shall be closed to the public and no persons not employed by the business shall be on the premises at any time without being approved entry and logged in by building security personnel and are required to obtain a visitor pass.
- e. Display Of Licenses Required. The ~~Medical~~ Marijuana Cultivation Facility license issued by the State of Missouri shall be displayed in a prominent place in plain view near the front entrance of the facility.
- f. Zoning Limitations. A Marijuana Cultivation Facility shall be allowed in any Heavy Industrial ("IH") or Agricultural/Open Space ("AG") Districts located in the City of Sikeston.
- g. Site Plan Review Required. Any plans for an indoor ~~Medical~~ Marijuana Cultivation Facility shall meet the standard new construction requirements of the Heavy Industrial ("IH") District outlined in this Title and approved subject to the standard procedures of the 2012 **currently adopted and applicable** International Code Council and local ordinances of the City of Sikeston. In the Agricultural/Open Space ("AG") District, any outdoor ~~Medical~~ Marijuana Cultivation Facility shall meet the standard requirements for of any other crop, except as otherwise set forth herein.

follows:

Table I – Permitted Uses				
A	B			
CATEGORY USE	Zoning District—Conditional Or Permitted Use "C-1", "C-2", "C-3", "DT"			
P=Permitted as a matter of right CU=May be permitted by the Board of Adjustments	"C-1" Neighborhood	"C-2" General	"C-3" Highway	"DT" Downtown
Commercial, miscellaneous (b)(c)				
Medical Marijuana Dispensaries, including Microbusiness Dispensaries (h)		P	P	

SECTION VI: Chapter 405, Article VII, Division 14. "IL" and "IH" Industrial Districts – Section 405.1130. TABLES – USE, HEIGHT AND AREA REGULATIONS, is amended as follows:

Table of Uses			
P = Permitted as a matter of right			
CU = May be permitted by the Board of Adjustment			
NA = Not allowed			
Category Use	"IL" Light Industrial	"IH" Heavy Industrial	"DT" Downtown District
Chemical and Allied Products			
Medical Marijuana Cultivation Facility	P NA	P	NA
Food Beverage and Products			
Medical Marijuana-Infused Products manufacturing facility	P	P	NA
Medical Marijuana Testing Facility	P	P	NA
Marijuana Microbusiness Wholesale Facility	P	P	NA
Marijuana Dispensaries, including Microbusiness Dispensaries	P	P	NA

SECTION VII: Article XII, Chapter 405, Section 405.700 "AG" Agricultural/Open Space Permitted Uses, of the City Code of the City of Sikeston, Missouri, shall be amended to read as follows:

Section 405.700. Permitted Uses.

- A. In District "AG," no building, land or premises shall be hereafter erected, constructed, reconstructed or altered except for one (1) or more of the following uses:
 1. All permitted and conditional uses provided for in District "R-1" except for the provisions permitting zero lot line construction.
 2. Agricultural activities on a farm or open land that consists of five (5) or more acres including general farming, truck gardening, cultivation of field crops, orchards, nurseries for growing or propagation of plants, turf, trees and shrubs, dairy farming, keeping or raising for sale large or small animals, but not including, public auction facilities or commercial slaughtering of animals. In no case shall on-premise sales be permitted.

3. Storage facilities for farm use only to include provisions for grain fertilizer and other farm products, but not the milling, manufacture or processing of these products, such activities being more appropriately associated with commercial or industrial uses.
4. One (1) single-family dwelling unit and accessory buildings or structures normally associated with farm uses to include barns, sheds, tool houses and any other facility ancillary to farming or open land, not to include a manufactured home.
5. ~~Medical~~ Marijuana Cultivation Facility. See Section 405.1490 of this Chapter for regulations regarding same.

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 6295 was introduced and read the first time this 9th day of January, 2023.
- B. Bill Number 6295 was read the second time and discussed this 30th day of January, 2023, and voted as follows:

Williams _____, Teachout _____, Robison _____,

Self _____, Leible _____, Baker _____,

Turnbow _____, thereby being

_____,

becoming ordinance 6295.

- C. Ordinance 6295 shall be in full force and effect from and after March 1, 2023.

Greg Turnbow, Mayor

Approved as to form
Tabatha Graham, City Counselor

Seal / Attest:

Rhonda Council, City Clerk

Council Letter

Date of Meeting: 23-01-09

Originating Department: Finance Department

To the Mayor and City Council:

Subject: Ordinance Calling for an Election to Impose a Marijuana Sales Tax

Attachment(s):

1. Ordinance Number 6293

Action Options:

1. First and Second Reading and Consideration of Bill Number 6293
2. Other action Council may deem appropriate

Background:

On November 8, 2022, Missouri voters passed Amendment 3, a ballot initiative to legalize recreational marijuana in the State of Missouri. The law became effective on December 8, 2022. Ordinance Number 6292 puts a 3% sales tax on the April 4, 2023 General Election ballot, on the sale of adult use marijuana sold within the City of Sikeston.

According to information provided by the marijuana industry to the Missouri Municipal League, the average dispensary will gross \$427,000 each month. A 3% sales tax on those sales will generate \$12,810 each month and \$153,720 annually. This will be in addition to local sales tax. Of course, those numbers can vary by location.

Staff recommends approval of Ordinance Number 6293.

AN ORDINANCE IMPOSING A SALES TAX AT A RATE OF THREE PERCENT ON ALL TANGIBLE PERSONAL PROPERTY RETAIL SALES OF ADULT USE MARIJUANA SOLD WITHIN THE CITY OF SIKESTON, MISSOURI, PURSUANT TO ARTICLE XIV, SECTION 2.6(5) OF THE MISSOURI CONSTITUTION SUBJECT TO THE APPROVAL BY THE VOTERS OF THE CITY AT THE GENERAL MUNICIPAL ELECTION TO BE HELD ON APRIL 4, 2023; DESIGNATING THE FORM OF BALLOT; AND DIRECTING THE CITY CLERK TO PROVIDE NOTICE OF SAID ELECTION.

WHEREAS, on November 8, 2022, the electors of the State of Missouri approved Amendment 3 to the Missouri Constitution enacting Section 2 of Article XIV of the Missouri Constitution effective December 8, 2022; and

WHEREAS, the newly enacted Article XIV, section 2.6(5) of the Missouri Constitution authorizes the City of Sikeston, Missouri to impose, by ordinance, an additional sales tax in amount not to exceed three percent on all tangible personal property retail sales of adult use marijuana sold in such political subdivision subject to approval by voters of the City of Sikeston, Missouri; and

WHEREAS, the CITY COUNCIL finds that it is in the best interests of the citizens of the City of Sikeston, Missouri to impose a sales tax of three percent on all tangible personal property retail sales of adult use marijuana sold in the City of Sikeston, Missouri and to submit the same to the voters of the City for approval by a majority of those voting at the general municipal election to be held on April 4, 2023.

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

SECTION I. Adult Use Marijuana Sales Tax. A sales tax at the rate of three percent on all tangible personal property retail sales of adult use marijuana sold in the City of Sikeston, Missouri, as authorized by Article XIV, section 2.6(5) of the Missouri Constitution, is hereby imposed. The tax imposed hereunder shall be in addition to any and all other sales taxes allowed by law.

SECTION II. Effective Date. The sales tax imposed by this Ordinance shall not be effective unless approved by a majority of the votes cast by the qualified voters voting thereon at the General Municipal Election to be held on April 4, 2023, at which election a proposal to authorize the CITY COUNCIL of the City of Sikeston, Missouri, to impose the tax herein provided for shall be submitted to the voters of the City of Sikeston.

SECTION III. Form of Ballot. The ballot to be used in such election shall contain the following question:

Question 1

Shall the City of Sikeston, Missouri impose a sales tax of three percent (3%) on all retail sales of adult use marijuana sold in the City of Sikeston, Missouri?

☐ Yes

☐ No

SECTION IV. Notice of Election. The City Clerk is hereby directed to notify the County Clerks Scott and New Madrid County, Missouri, of the enactment of this Ordinance no later than 5:00 p.m. on Tuesday, January 24, 2023, in accordance with the Comprehensive Election Act, Chapter 115 of the Revised Statutes of Missouri, as amended.

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

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

SECTION VII: Emergency Clause. This Ordinance is adopted as an emergency measure to meet the certification date required by State Statute.

SECTION VIII: Record of Passage:

- A. Bill Number 6293 was introduced and read the first time this 9th day of January 2023.
- B. Bill Number 6293 was read the second time and discussed this 9th day of January 2023, and voted as follows:

Baker_____, Leible _____, Robison _____,
Self _____, Teachout _____, Williams _____,
and Turnbow _____, thereby being _____,
and becoming Ordinance 6293.

- C. Ordinance 6293 shall be in full force and effect from and after January 9, 2023.

Greg Turnbow, Mayor

Approved as to form
Tabatha J. Graham, City Counselor

Seal / Attest:

Rhonda Council, City Clerk