

TENTATIVE AGENDA

REGULAR CITY COUNCIL MEETING  
CITY HALL  
COUNCIL CHAMBERS  
105 E. CENTER ST., SIKESTON MO  
MONDAY, JANUARY 30, 2023  
5:00 P.M.

- I. CALL TO ORDER
- II. RECORD OF ATTENDANCE
- III. OPENING PRAYER
- IV. PLEDGE OF ALLEGIANCE
- V. ITEMS OF BUSINESS
  - A. Presentation of FY2022 Audit
  - B. Authorization to Add Staff to City Bank Accounts
  - C. 2<sup>nd</sup> Reading & Consideration, Bill #6294, Adult Retail Definition
  - D. 2<sup>nd</sup> Reading & Consideration, Bill #6295, Recreational Marijuana-Zoning
  - E. 1<sup>st</sup> Reading, Bill #6296, Request to Rezone Land on North Side of Baker Lane from Single Family Residential (R-1) to Single Family Residential District (R-2)
  - F. 1<sup>st</sup> Reading, Bill #6297, Request to Subdivide Tract of Land on North Side of Baker Lane to be known as Magazine Trace
  - G. Authorization to Surplus Tables and Chairs – Parks Department
  - H. Authorization to Purchase Portable Radios – Parks Department
  - I. Authorization to Purchase Extrication Equipment
  - J. Authorization to Purchase Mobile Data Terminal with Funding from Local Violent Crime Prevention Grant
  - K. Approval of Engineering Services Contract for Sikeston Airport
  - L. Other Items as May Be Determined During the Course of the Meeting
- VI. ADJOURNMENT INTO EXECUTIVE SESSION

Personnel (RSMo 610.021(3))

- VII. ADJOURNMENT

Dated this 24<sup>th</sup> day of January 2023.

Rhonda Council

Rhonda Council, City Clerk

## Council Letter

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Date of Meeting: 23-01-30

Originating Department: Finance Department

To the Mayor and City Council:

Subject: FY2022 Audit

Attachment(s):

1. Correspondence from Beussink, Hay, Roe & Stroder, L.L.C. to the Sikeston City Council dated 01/10/2023
2. Management Representation Letter dated 01/10/2023
3. Hard copies of the FY2022 Audit will be available to the council at the meeting.
4. Electronic copies of the audit are currently available on the city's website.

Action Options:

1. Receive the FY2022 Financial Audit.
2. Other action Council may deem appropriate.

Background:

Every year, the city undergoes an independent audit of its financial statements by a certified public accountant. The audit of the Fiscal Year 2022 financials has been completed by Beussink, Hey, Roe & Stroeder, L.L.C., and is available for review by the City Council and the public. Hard copies of the audit will be available to the Council at the January 30<sup>th</sup> meeting and it is also posted at [https://www.sikeston.org/financial\\_and\\_annual\\_reports/index.php](https://www.sikeston.org/financial_and_annual_reports/index.php) for free 24/7 access by the public.

Some highlights of the financial statements and auditor's report include the following:

- From Page 1 of the audit - In the auditor's opinion, the City's financial statements "present fairly, in all material respects, the respective modified cash basis financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the City of Sikeston, Missouri as of June 30, 2022, and the respective changes in modified cash basis financial position for the year then ended in accordance with the modified cash basis of accounting described in Note 1." (see p. 36).
- The audit "did not identify any deficiencies in internal control that we consider to be material weaknesses" (p. 41).
- Total expenditures exceeded revenues by approximately \$3.3 million (p. 8). This is primarily due to the loan payoff of the DPS building and grant expenditures. Bond proceeds do not count as revenue. It is considered Another Financing Source.
- Fund Balance for all governmental funds increased from \$10.94 million, to \$21.9 million. This is due to the influx of bond proceeds and ARPA funds.

- Long term debt was increased by \$9.9 million (p. 26). The increase is the difference between the bond proceeds we received and the retirement of the DPS building loan with USDA Rural Development.

The audit this year has a new Federal Compliance Section. Due to federal grant funds exceeding \$750,000, we were required to comply with a Single Audit. That report is at the back of the audit and begins on Page 48. On page 49 the following statement appears:

Auditee qualified as low-risk    ☐ yes    ☒ no

To qualify as low risk, we must undergo two consecutive single audits with no findings or discrepancies. Since this is our first Single Audit, we are automatically excluded from qualifying as low risk.

City staff is happy to answer any questions the Council may have regarding the audit, and if needed, we can schedule a time for the auditor to appear before the Council to answer any questions.

# BEUSSINK, HEY, ROE & STRODER, L.L.C.

## *Certified Public Accountants*

DEBRA BEUSSINK EUDY, CPA

JERRY W. ROE, CPA

JEFFREY C. STRODER, CPA

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EVERETT E. HEY, CPA  
(1955 - 2014)

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SCOTT J. ROE, CPA

DAVID E. PRASANPHANICH, CPA

SASHA N. CURETON, CPA

RHEANNA L. GREER, CPA

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DAVID T. RANDOLPH, CPA

January 10, 2023

To the Mayor and Board of Aldermen  
City of Sikeston, Missouri

We have audited the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the City of Sikeston, Missouri for the year ended June 30, 2022. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and *Government Auditing Standards*, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated August 3, 2022. Professional standards also require that we communicate to you the following information related to our audit.

### Significant Audit Findings

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City of Sikeston, Missouri are described in Note 1 to the financial statements. As described in Note 17 to the financial statements, the City of Sikeston, Missouri changed accounting policies related to accounting for leases by adopting Statement of Governmental Accounting Standards (GASB Statement) No. 87 *Leases*, in 2022. Accordingly, the cumulative effect of the accounting change as of the beginning of the year is reported in the Statement of Activities. We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements were depreciation methods and estimated useful lives of capital assets.



Management's estimates of useful lives of capital assets is based on prior experience with similar transactions. We evaluated the key factors and assumptions used to develop the estimates in determining that it is reasonable in relation to the financial statements taken as a whole.

The financial statement disclosures are neutral, consistent, and clear.

#### Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

#### Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. No misstatements were noted as a result of audit procedures.

#### Disagreements with Management

For purposes of this letter a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

#### Management Representations

We have requested certain representations from management that are included in the management representation letter dated January 10, 2023.

#### Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the City's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

#### Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the

City's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

#### Other Matters

With respect to the supplementary information accompanying the financial statements, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior year, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

#### Restriction On Use

This information is intended solely for the use of the Board of Aldermen and the management of the City of Sikeston, Missouri and is not intended to be and should not be used by anyone other than these specified parties.

Very truly yours,

BEUSSINK, HEY, ROE & STRODER, LLC

A handwritten signature in cursive script, appearing to read "Jeffrey C. Stroder".

Jeffrey C. Stroder, CPA

JCS:ew

48079



105 E. Center Street  
Sikeston, MO 63801  
573-471-2512  
[www.Sikeston.org](http://www.Sikeston.org)

January 10, 2023

Beussink, Hey, Roe & Stroder, L.L.C.  
Certified Public Accountants  
16 South Silver Springs Road  
Cape Girardeau, MO 63703

This representation letter is provided in connection with your audit of the financial statements of the City of Sikeston, Missouri, which comprise the respective financial position of the governmental activities each major fund, and the aggregate remaining fund information as of June 30, 2022, and the respective changes in financial position for the year then ended, and the disclosures (collectively, the "financial statements"), for the purpose of expressing opinions as to whether the financial statements are presented fairly, in all material respects, in accordance with the modified cash basis of accounting.

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief, as of January 10, 2023, the following representations made to you during your audit.

#### **Financial Statements**

1. We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated June 6, 2022, including our responsibility for the preparation and fair presentation of the financial statements in accordance with the modified cash basis of accounting and for preparation of the supplementary information in accordance with the applicable criteria.
2. The financial statements referred to above are fairly presented in conformity with the modified cash basis of accounting and include all properly classified funds and other financial information of the primary government and all component units

required by generally accepted accounting principles to be included in the financial reporting entity.

3. We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
4. We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
5. Significant assumptions we used in making accounting estimates, including those measured at fair value, are reasonable.
6. There are no known related-party relationships or transactions that need to be accounted for or disclosed in accordance with the modified cash basis of accounting.
7. Adjustments or disclosures have been made for all events, including instances of noncompliance, subsequent to the date of the financial statements that would require adjustment to or disclosure in the financial statements or in the schedule of findings and questioned costs.
8. We are in agreement with the adjusting journal entries you have proposed, and they have been posted to the accounts.
9. The effects of all known actual or possible litigation, claims, and assessments have been accounted for and disclosed in accordance with the modified cash basis of accounting.
10. Guarantees, whether written or oral, under which the City is contingently liable, if any, have been properly recorded or disclosed.

#### **Information Provided**

11. We have provided you with:
  - a. Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as records (including information obtained from outside of the general and subsidiary ledgers), documentation, and other matters and all audit or relevant monitoring reports, if any, received from funding sources.

- b. Additional information that you have requested from us for the purpose of the audit.
  - c. Unrestricted access to persons within the City from whom you determined it necessary to obtain audit evidence.
  - d. Minutes of meetings of City Council, or summaries of actions of recent meetings for which minutes have not yet been prepared.
- 12. All material transactions have been recorded in the accounting records and are reflected in the financial statements and the schedule of expenditures of federal awards.
- 13. We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
- 14. We have no knowledge of any fraud or suspected fraud that affects the City and involves:
  - a. Management,
  - b. Employees who have significant roles in internal control, or
  - c. Others where the fraud could have a material effect on the financial statements.
- 15. We have no knowledge of any allegations of fraud or suspected fraud affecting the City's financial statements communicated by employees, former employees, regulators, or others.
- 16. We have no knowledge of instances of noncompliance or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements, or waste or abuse, whose effects should be considered when preparing financial statements.
- 17. We have disclosed to you all known actual or possible litigation, claims, and assessments whose effects should be considered when preparing the financial statements.
- 18. We have disclosed to you the names of the City's related parties and all the related party relationships and transactions, including any side agreements.

**Government - specific**

- 19. There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.

20. We have identified to you any previous audits, attestation engagements, and other studies related to the objectives of the audit and whether related recommendations have been implemented.
21. We have identified to you any investigations or legal proceedings that have been initiated with respect to the period under audit.
22. The City has no plans or intentions that may materially affect the carrying value or classification of assets, deferred outflows of resources, liabilities, deferred inflows of resources, and fund balance or net position.
23. We are responsible for compliance with laws, regulations, and provisions of contracts and grant agreements applicable to us, including tax or debt limits and debt contracts, and legal and contractual provisions for reporting specific activities in separate funds.
24. We have identified and disclosed to you all instances of identified and suspected fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we believe have a material effect on the financial statements.
25. There are no violations or possible violations of budget ordinances, laws and regulations (including those pertaining to adopting, approving, and amending budgets), provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for disclosure in the financial statements, or as a basis for recording a loss contingency, or for reporting on noncompliance.
26. As part of your audit, you assisted with preparation of the financial statements and disclosures, schedule of expenditures of federal awards, and the Data Collection Form. We acknowledge our responsibility as it relates to those nonaudit services, including that we assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services. We have reviewed, approved, and accepted responsibility for those financial statements and disclosures, schedule of expenditures of federal awards and the Data Collection Form.
27. The City has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral.
28. The City has complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of noncompliance.

29. The financial statements include all component units, appropriately present majority equity interests in legally separate organizations and joint ventures with an equity interest, and properly disclose all other joint ventures and other related organizations.
30. The financial statements include all fiduciary activities required by GASBS No. 84, as amended.
31. The financial statements properly classify all funds and activities in accordance with GASBS No. 34, as amended.
32. All funds that meet the quantitative criteria in GASB Statement Nos. 34 and 37 for presentation as major are identified and presented as such and all other funds that are presented as major are particularly important to financial statement users.
33. Components of net position (net investment in capital assets; restricted; and unrestricted) and classifications of fund balance (nonspendable, restricted, committed, assigned, and unassigned) are properly classified and, if applicable, approved.
34. Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.
35. Revenues are appropriately classified in the statement of activities within program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal.
36. Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.
37. Deposits are properly classified as to risk and are properly disclosed.
38. Capital assets, including infrastructure and intangible assets, are properly capitalized, reported, and, if applicable, depreciated or amortized.
39. We have appropriately disclosed the City's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position is available and have determined that net position is properly recognized under the policy.
40. We are following our established accounting policy regarding which resources (that is, restricted, committed, assigned, or unassigned) are considered to be spent first

for expenditures for which more than one resource classification is available. That policy determines the fund balance classifications for financial reporting purposes.

41. With respect to the combining nonmajor fund financial statements:
  - a. We acknowledge our responsibility for presenting the combining nonmajor fund financial statements in accordance with accounting principles generally accepted in the United States of America, and we believe the combining nonmajor fund financial statements, including their form and content, are fairly presented in accordance with accounting principles generally accepted in the United States of America. The methods of measurement and presentation of the combining nonmajor fund financial statements has not changed from those used in the prior period, and we have disclosed to you any significant assumptions or interpretations underlying the measurement and presentation of the supplementary information.
  - b. If the combining nonmajor fund financial statements are not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the supplementary information no later than the date we issue the supplementary information and the auditor's report thereon.
42. With respect to federal award programs:
  - a. We are responsible for understanding and complying with and have complied with the requirements of Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), including requirements relating to preparation of the schedule of expenditures of federal awards.
  - b. We acknowledge our responsibility for preparing and presenting the schedule of expenditures of federal awards (SEFA) and related disclosures in accordance with the requirements of the Uniform Guidance, and we believe the SEFA, including its form and content, is fairly presented in accordance with the Uniform Guidance. The methods of measurement or presentation of the SEFA have not changed from those used in the prior period and we have disclosed to you any significant assumptions and interpretations underlying the measurement or presentation of the SEFA.
  - c. If the SEFA is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the SEFA no later than the date we issue the SEFA and the auditors' report thereon.



- d. We have identified and disclosed to you all of our government programs and related activities subject to the Uniform Guidance compliance audit, and have included in the SEFA, expenditures made during the audit period for all awards provided by federal agencies in the form of federal awards, federal cost-reimbursement contracts, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other direct assistance.
- e. We are responsible for understanding and complying with, and have complied with, the requirements of federal statutes, regulations, and the terms and conditions of federal awards related to each of our federal programs and have identified and disclosed to you the requirements of federal statutes, regulations, and the terms and conditions of federal awards that are considered to have a direct and material effect on each major program.
- f. We are responsible for establishing, designing, implementing and maintaining, and have established, designed, implemented, and maintained, effective internal control over compliance for federal programs that provides reasonable assurance that we are managing our federal awards in compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a material effect on our federal programs. We believe the internal control system is adequate and is functioning as intended.
- g. We have made available to you all federal awards (including amendments, if any) and any other correspondence with federal agencies or pass-through entities relevant to federal programs and related activities.
- h. We have received no requests from a federal agency to audit one or more specific programs as a major program.
- i. We have complied with the direct and material compliance requirements, including when applicable, those set forth in the *OMB Compliance Supplement* (including its Addendum), relating to federal awards and confirm that there are no amounts questioned and no known noncompliance with the direct and material compliance requirements of federal awards.
- J. We have disclosed any communications from federal awarding agencies and pass-through entities concerning possible noncompliance with the direct and material compliance requirements, including communications received from the end of the period covered by the compliance audit to the date of the auditors' report.
- k. We have disclosed to you the findings received and related corrective actions taken for previous audits, attestation engagements, and internal or external

monitoring that directly relate to the objectives of the compliance audit, including findings received and corrective actions taken from the end of the period covered by the compliance audit to the date of the auditors' report.

- l. Amounts claimed or used for matching were determined in accordance with relevant guidelines in OMB's Uniform Guidance (2 CFR part 200, subpart E).
- m. We have disclosed to you our interpretation of compliance requirements that may have varying interpretations.
- n. We have made available to you all documentation related to compliance with the direct and material compliance requirements, including information related to federal program financial reports and claims for advances and reimbursements.
- o. We have disclosed to you the nature of any subsequent events that provide additional evidence about conditions that existed at the end of the reporting period affecting noncompliance during the reporting period.
- p. There are no such known instances of noncompliance with direct and material compliance requirements that occurred subsequent to the period covered by the auditors' report.
- q. No changes have been made in internal control over compliance or other factors that might significantly affect internal control, including any corrective action we have taken regarding significant deficiencies or material weaknesses in internal control over compliance, subsequent to the period covered by the auditors' report.
- r. Federal program financial reports and claims for advances and reimbursements are supported by the books and records from which the financial statements have been prepared.
- s. The copies of federal program financial reports provided you are true copies of the reports submitted, or electronically transmitted, to the respective federal agency or pass-through entity, as applicable.
- t. We have charged costs to federal awards in accordance with applicable cost principles.
- u. We are responsible for and have ensured the reporting package does not contain protected personally identifiable information.

- v. We are responsible for and have accurately prepared the auditee section of the Data Collection Form as required by the Uniform Guidance.
- w. We have disclosed to you all contracts or other agreements with service organizations, and we have disclosed to you all communications from the service organizations relating to noncompliance at the service organizations.

Yours truly,

CITY OF SIKESTON, MISSOURI

A handwritten signature in black ink, appearing to read "Karen Bailey".

Karen Bailey  
Finance Director/City Treasurer

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# **Council Letter**

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Date of Meeting: 23-01-30

Originating Department: Finance Department

To the Mayor and City Council:

Subject: City Banking Access for New Employee

Attachment(s):  
None

Action Options:

1. Authorize the addition of Chase Cogdil for access to city bank accounts
2. Other action Council may deem appropriate

Background:

Chase Cogdill has been hired as a staff accountant for the City of Sikeston. Staff requests a motion by the Council to give him access to our bank accounts and authority to make transfers as needed.

# **Council Letter**

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Date of Meeting: 23-01-30

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. Second 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. These change 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 30<sup>th</sup> , 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 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
<b>Commercial, miscellaneous (b)(c)</b>				
Adult use, by license only (f)			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 9<sup>th</sup> day of January, 2023.
- B. Bill Number 6294 was read the second time and discussed this 30<sup>th</sup> 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: 23-01-30

Originating Department: City Manager

To the Mayor and City Council:

Subject: Marijuana Facilities

Attachment(s):

1. Bill #6295

Action Options:

1. 2<sup>nd</sup> Reading & Approval 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.

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. 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 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.

**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 Marijuana Dispensary Facility, Marijuana Testing Facility, or Marijuana-Infused Products Manufacturing Facility.

**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 Marijuana Dispensary Facility, a Marijuana Testing Facility, or a Marijuana-Infused Projects Manufacturing Facility.

**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 Marijuana Dispensary Facility, a Marijuana Testing Facility, or to another Marijuana-Infused Projects Manufacturing Facility.

**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. Marijuana Facilities.**

A. Marijuana Dispensaries (including Microbusiness Dispensaries).

1. Standards For Marijuana Dispensaries. No building shall be constructed, altered or used for a Marijuana Dispensary without complying with the following regulations this Article.

a. No 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. 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 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 Marijuana Dispensary building.

c. Hours Of Operation. All sales or distribution of Marijuana and any other products sold to the public through a Marijuana Dispensary shall take place between the hours of 7:00 A.M. and 7:00 P.M., Monday - Sunday. Marijuana Dispensaries shall be secured and closed to the public after the hours listed in this Subsection and no persons not employed by the Marijuana Dispensary may be present in such a facility at any time it is closed to the public.

d. Display Of License Required. The 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. 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 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 currently adopted

and applicable International Code Council and local ordinances of the City of Sikeston, general business and commercial zoning code.

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

1. No building shall be constructed, altered or used for a Marijuana-Infused Products Manufacturing Facility, Marijuana Testing Facility or Microbusiness Wholesale Facility without complying with the following regulations:

a. Distance Requirement. No Marijuana-Infused Products Manufacturing Facility, Marijuana Testing Facility, or Microbusiness Wholesale Facility shall be located within one thousand (1,000) feet of a then existing elementary or secondary school, licensed child day care center, or church\*. Measurements shall be in a method 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. 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 Marijuana-Infused Products Manufacturing Facility or 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 Marijuana-Infused Products Manufacturing Facility, Marijuana Testing Facility or Microbusiness Wholesale Facility during regular business hours.
- d. Hours Of Operation. All Marijuana-Infused Products Manufacturing Facilities, 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 Marijuana-Infused Products Manufacturing Facility, 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 Marijuana-Infused Products Manufacturing Facility, 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").

C. Marijuana Cultivation Facility.

- 1. No building shall be constructed, altered or used for a 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 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. 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 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 Marijuana Cultivation Facility during regular business hours.
- d. Hours Of Operation. All 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 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 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 currently adopted and applicable International Code Council and local ordinances of the City of Sikeston. In the Agricultural/Open Space ("AG") District, any outdoor Marijuana Cultivation Facility shall meet the standard requirements for of any other crop, except as otherwise set forth herein.

SECTION V: Chapter 405, Article VII, Division 11. “C-1”, “C-2”, and “C-3” commercial districts – Section 405.920. TABLES – USE, HEIGHT AND AREA REGULATIONS, is amended as 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
<b>Commercial, miscellaneous (b)(c)</b>				
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
<b>Chemical and Allied Products</b>			
Marijuana Cultivation Facility	P NA	P	NA
<b>Food Beverage and Products</b>			
Marijuana-Infused Products manufacturing facility	P	P	NA
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. 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 9<sup>th</sup> day of January, 2023.
- B. Bill Number 6295 was read the second time and discussed this 30<sup>th</sup> 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**

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Date of Meeting: 23-01-30

Originating Department: Department of Community Development

To the Mayor and City Council:

Subject: 1<sup>st</sup> Reading, Bill # 6296, Authorization to Rezone from R-1 to R-2

Attachment(s):

1. Bill # 6296
2. Plat

Action Options:

1. 1<sup>st</sup> Reading and Briefing only. Council action will be requested on February 6, 2023.
2. Other action Council may deem appropriate

Background:

Staff received a request from Lambert Engineering & Surveying, on behalf of Robin Chambers, to rezone 5.530 acres on Baker Ln. to be known as Magazine Trace from Single Family Residential (R-1) to Single Family Residential District (R-2) in the City of Sikeston, Missouri. Mr. Chambers would like to change the zoning due to the smaller lot sizes allowed in R-2 zoning.

The Planning and Zoning committee met January 10, 2023 and passed a favorable recommendation to approve the rezoning request.

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6296 PROVIDING FOR THE REZONING FROM “R-1” SINGLE FAMILY RESIDENTIAL TO “R-2” SINGLE FAMILY RESIDENTIAL DISTRICT THE FOLLOWING DESCRIBED REAL ESTATE TO-WIT: 5.530 ACRES ON THE NORTH SIDE OF BAKER LANE, SCOTT COUNTY, MISSOURI.

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

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

Section II: The Planning And Zoning Commission met On January 10, 2023 and voted to approve the rezoning from “R-1” Single Family Residential To “R-2” Single Family Residential District the following described real estate to-wit: A part of Lot 1 of OUTBLOCK 24 of the City of Sikeston, in Scott County, Missouri as recorded in Book 02, Page 50 containing 5.530 acres (more or less) described as follows: Beginning at the Northwest corner of Lot 1 of OUTBLOCK 24 of the City of Sikeston (1” Iron Pipe); Thence N.81°06’13”E. Along the North line of said Lot 1, 595.90 Feet to a point in the West Line of a parcel of Ground Recorded in Doc. NO. 2013-5567; Thence S.09°34’41”E. Along the West Line of said parcel and the West line of parcels Recorded in Book 626, Page 527 and Book 673, Page 906, 404.95 Feet to a point in the North Right-Of-Way Len of Baker Lane; Thence S.81°02’13”W. Along said North Right-Of-Way Line, 594.02 Feet to the West Line of Lot 1 of OUTBLOCK 24 of the City of Sikeston; Thence N.09°50’39”W., Along said West Line, 404.97 Feet to the point of beginning. Subject to all easements, if any, affecting the same.

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

SECTION IV: The above tract of land is hereby rezoned from “R-1” Single Family Residential to “R-2” Single Family Residential District.

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

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

SECTION VII: Record of Passage

- A. Bill Number 6296 was introduced and read the first time this 30<sup>th</sup> day of January 2023.
- B. Bill Number 6296 was read the second time and discussed on this 6th day of February 2023 and was voted as follows:  
  
Self, \_\_\_\_\_, Baker, \_\_\_\_\_, Leible, \_\_\_\_\_, Robison, \_\_\_\_\_  
  
Teachout, \_\_\_\_\_, Williams, \_\_\_\_\_, and Turnbow \_\_\_\_\_,  
  
hereby being \_\_\_\_\_.
- C. Ordinance 6296 shall be in full force and effect from and after March 8, 2023.

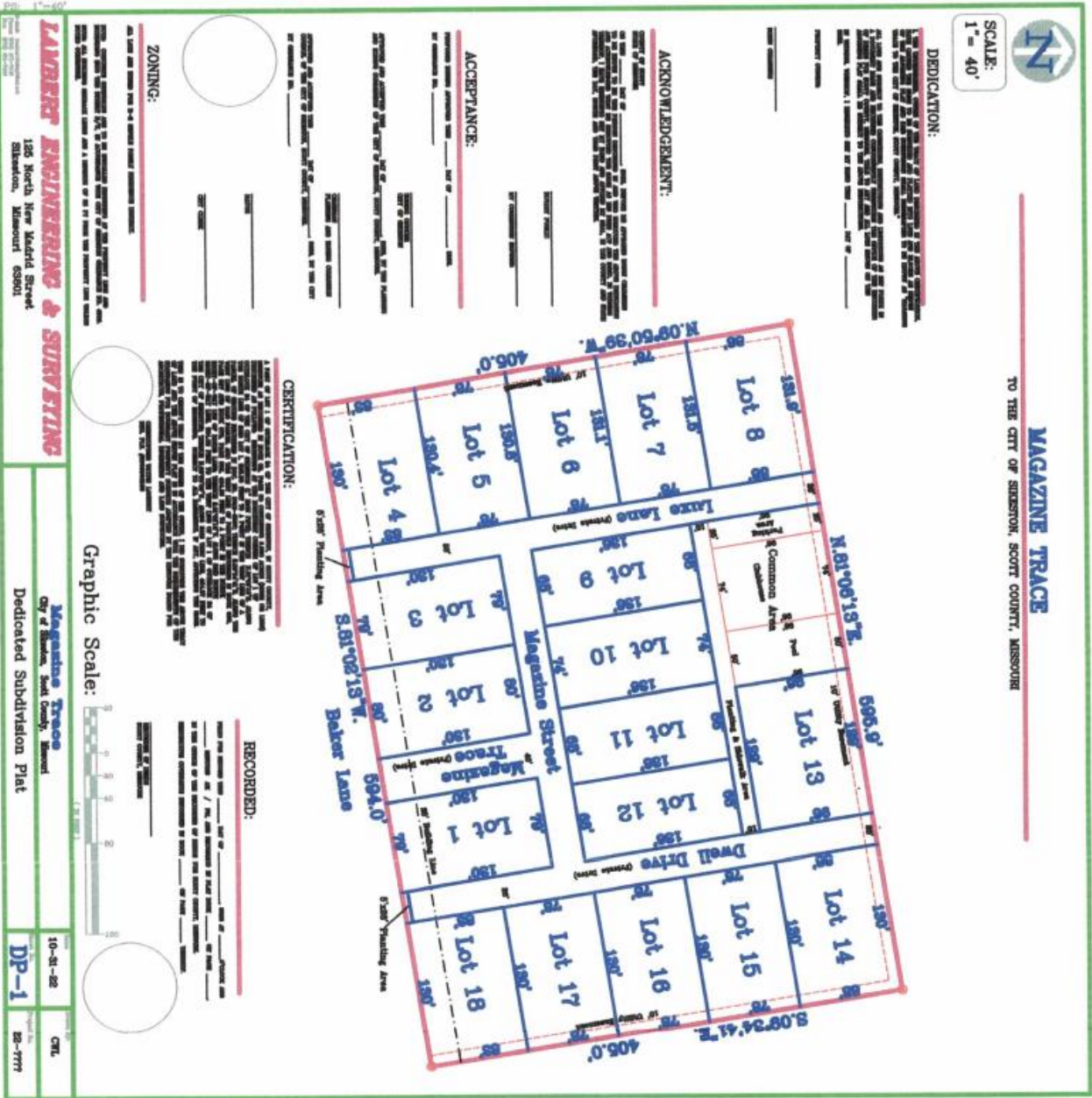
\_\_\_\_\_  
Greg Turnbow, Mayor

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

Seal / Attest:

\_\_\_\_\_  
Rhonda Council, City Clerk

Exhibit “A”



# **Council Letter**

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Date of Meeting: 23-01-30

Originating Department: Department of Community Development

To the Mayor and City Council:

Subject: 1<sup>st</sup> Reading, Bill # 6297, Subdivision of 5.530 Acres, to be known as Magazine Trace

Attachment(s):

1. Bill # 6297
2. Plat

Action Options:

1. 1<sup>st</sup> Reading and Briefing only. Council action will be requested on February 6, 2023.
2. Other action Council may deem appropriate.

Background:

Staff received a request from Lambert Engineering & Surveying, on behalf of Robin Chambers, to subdivide a tract of land, containing 5.530 acres, to be known as Magazine Trace North of Baker Lane in the City of Sikeston, Missouri. Mr. Chambers plans on creating 18 lots for this subdivision. He also plans on making it a gated and HOA community, whereas he will be held responsible to maintain the streets in the neighborhood.

The Planning and Zoning committee met January 10, 2023 and passed a favorable recommendation to approve the subdivision request.

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6297 PROVIDING FOR THE APPROVAL TO SUBDIVIDE A TRACT OF LAND, CONTAINING 5.530 ACRES, TO BE KNOWN AS MAGAZINE TRACE NORTH OF BACKER LANE IN THE CITY OF SIKESTON, MISSOURI.

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

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

SECTION II: The Planning and Zoning Commission met on January 10, 2023 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 Magazine Trace:

A part of Lot 1 of OUTBLOCK 24 of the City of Sikeston, in Scott County, Missouri as recorded in Book 02, Page 50 containing 5.530 acres (more or less) described as follows: Beginning at the Northwest corner of Lot 1 of OUTBLOCK 24 of the City of Sikeston (1” Iron Pipe); Thence N.81°06’13”E. Along the North line of said Lot 1, 595.90 Feet to a point in the West Line of a parcel of Ground Recorded in Doc. NO. 2013-5567; Thence S.09°34’41”E. Along the West Line of said parcel and the West line of parcels Recorded in Book 626, Page 527 and Book 673, Page 906, 404.95 Feet to a point in the North Right-Of-Way Len of Baker Lane; Thence S.81°02’13”W. Along said North Right-Of-Way Line, 594.02 Feet to the West Line of Lot 1 of OUTBLOCK 24 of the City of Sikeston; Thence N.09°50’39”W., Along said West Line, 404.97 Feet to the point of beginning. 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 VII: Record of Passage

- A. Bill Number 6297 was introduced and read the first time this 30<sup>th</sup> day of January 2023.
- B. Bill Number 6297 was read the second time and discussed on this 6<sup>th</sup> day of February 2023 and was voted as follows:

Self, \_\_\_\_\_, Baker, \_\_\_\_\_, Leible, \_\_\_\_\_, Robison, \_\_\_\_\_  
Teachout, \_\_\_\_\_, Williams, \_\_\_\_\_, and Turnbow\_\_\_\_\_ ,  
hereby being \_\_\_\_\_.

- C. Ordinance 6297 shall be in full force and effect from and after March 8, 2023.

\_\_\_\_\_  
Greg Turnbow, Mayor

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

Seal / Attest:

\_\_\_\_\_  
Rhonda Council, City Clerk





# **Council Letter**

---

Date of Meeting 23-01-30

Originating Department: Public Works

To the Mayor and City Council:

Subject: Surplus the Clinton Building's Tables and Chairs

Action Options:

1. Surplus the Clinton Building's Tables and Chairs
2. Other action the City Council deems appropriate.

Background:

The Parks and Recreation Department is seeking approval to surplus 30 round tables, 15 long tables, and 300 chairs for the Clinton Building. The Parks and Recreation Department budgeted \$20,000 to replace the existing tables and chairs at the Clinton Building. Once the tables and chairs are surplus, the Parks and Recreation Department would solicit bids to anyone wishing to purchase these items.

Staff recommends the surplus of 30 round tables, 15 long tables, and 300 chairs at the Clinton Building.

# **Council Letter**

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Date of Meeting 23-01-30

Originating Department: Public Works

To the Mayor and City Council:

Subject: Purchase of new portable radios

Action Options:

1. Authorize the purchase of new portable radios for the Parks and Recreation Department
2. Other action the City Council deems appropriate.

Background:

The Parks and Recreation Department budgeted \$14,000.00 for the purchase of seven (7) new portable radios in the Capital Improvement Fund. Motorola Solutions gave a quote through the MissouriBUYS Bid Board for \$15,217.79. The City of Sikeston has purchased through the MissouriBUYS Bid Board in the past which cooperative purchasing for government and educational agencies. Purchasing from Motorola Solutions through MissouriBUYS meets state bidding requirements.

The \$15,217.79 is over what we had budgeted for the purchase of new radios; however, we do expect to have unused funds from other line items within the Capital Improvement Fund to cover the additional costs.

Staff recommends awarding the contract to Motorola Solutions for \$15,217.79 for the purchase of seven new portable radios.

12/02/2022

SIKESTON BOARD OF MUNICIPAL UTILITIES  
105 E CENTER  
SIKESTON, MO 63801

Dear Brian Dial ,

Motorola Solutions is pleased to present SIKESTON BOARD OF MUNICIPAL UTILITIES with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide SIKESTON BOARD OF MUNICIPAL UTILITIES with the best products and services available in the communications industry. Please direct any questions to Gerald Walton at [gerald.walton@wirelessusa.com](mailto:gerald.walton@wirelessusa.com).

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Gerald Walton

Motorola Solutions Manufacturer's Representative

Billing Address:  
 SIKESTON BOARD OF  
 MUNICIPAL UTILITIES  
 105 E CENTER  
 SIKESTON, MO 63801  
 US

Shipping Address:  
 SIKESTON BOARD OF  
 MUNICIPAL UTILITIES  
 105 E CENTER  
 SIKESTON, MO 63801  
 US

Quote Date:12/02/2022  
 Expiration Date:01/31/2023  
 Quote Created By:  
 Gerald Walton  
 gerald.walton@wirelessusa.com  
 End Customer:  
 SIKESTON BOARD OF MUNICIPAL  
 UTILITIES  
 Brian Dial  
 abdial@sikeston.org  
 Contract: 21810 - JOHNSON COUNTY  
 (KS)  
 Payment Terms:30 NET

Line #	Item Number	Description	Qty	List Price	Disc %	Sale Price	Ext. Sale Price
APX™ 900							
1	H92UCF9PW6AN	APX 900 7/800 MHZ MODEL 2 PORTABLE	7	\$1,898.00	40.0%	\$1,138.80	\$7,971.60
1a	QA04096AA	ENH: P25 TRUNKING	7	\$1,177.00	40.0%	\$706.20	\$4,943.40
1b	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	7	\$0.00	0.0%	\$0.00	\$0.00
1c	HA00688AA	ADD: 7Y ESSENTIAL SERVICE LTP	7	\$279.72	0.0%	\$279.72	\$1,958.04
2	PMPN4576A	CHARGER,CHGR DESKTOP SINGLE UNIT IMPRES EXT PS US/NA/TW	7	\$82.08	40.0%	\$49.25	\$344.75

Grand Total **\$15,217.79(USD)**

## Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.  
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



## Purchase Order Checklist

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead  
(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO )

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept

Ship To Contact Name & Phone #

Tax Exemption Status

Signatures (As required)

## Council Letter

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Date of Meeting: 23-01-30

Originating Department: Department of Public Safety

To the Mayor and City Council:

Subject:

Purchase of new battery power extrication equipment.

Attachments:

1. Quote from Banner Equipment

Action Options:

1. Request approval to proceed with quoted project.

Background:

Sikeston DPS is requesting to enter a purchase agreement with Banner Fire Equipment to purchase new vehicle extrication equipment. Sikeston DPS determined Banner because they are the only vendor that sells Genesis extrication equipment for this area since it's split up in territories. These tools will be placed on the new Engine once it arrives.

Extrication rescue equipment to be purchased is as follows:

- Battery power cutter
- Battery power Spreaders
- Battery power ram
- Combi tool
- Misc equipment.

Sikeston DPS would like to select Banner/Genesis as our extrication vendor. The Quote for the equipment is \$42,595.99. Sikeston DPS will use the remaining ARPA funds that wasn't used during the new Engine purchase tools that is currently budgeted. Purchasing these now compared to waiting will save us roughly \$6,000 due to a price increase in February.

# Pick List Quote



Date / Time: 1/19/2023 7:44:37PM  
 Parts Order: 19867  
 Customer: 586965  
 Branch: MAIN  
 Page 1 of 1

**Bill To:** CITY OF SIKESTON  
 ATTN:A/P  
 105 E. CENTER  
 SIKESTON, MO 63801  
 Email: JBRITTON@SIKESTON.ORG

**Ship To:** CITY OF SIKESTON  
 ATTN:A/P  
 105 E. CENTER  
 SIKESTON, MO 63801  
 Email: JBRITTON@SIKESTON.ORG

Parts Order: 19867		Inside Slsm: joshh		Cust P/O: Sgt. Zak Haskin		Delivery Method: Direct Ship			
Pulled	Supplier	Item	Description	U/M	Quantity	B/O	Location	Price	Ext Price
	GENESIS	ART.107.834.2	22-54 TELESCOPING RAM eFORC	Each	1			9,299.00	9,299.00
	GENESIS	ART.109.351.4	C236-SL3 NXTGEN eForce Cutter	Each	1			10,699.00	10,699.00
	GENESIS	ART.109.173.6	S49-SL3 Spreader eFORCE 28"	Each	1			10,449.00	10,449.00
	GENESIS	ART.109.261.1	17C-SL3 eForce Combi Tool - Cho	Each	1			10,395.00	10,395.00
	Combi Tool comes with 1 set of tips either Brute Force or RIT tips. Additional tips of the same or different can be ordered for this tool.								
	GENESIS	ART.105.410.9	3 BAY CHARGER 120VAC/28V	Each	1			389.00	389.00
	GENESIS	ART.105.375.5	M28 5AH BATTERY	Each	1		030C	375.99	375.99
	Each tool comes with 1 battery.								
	GENESIS	ART.106.042.6	110 VAC ADAPTER BATTERY TO	Each	1			989.00	989.00

\*\*\*\*\* Pricing good for 2 weeks from date of Quote

42,595.99

## Council Letter

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Date of Meeting: 23-01-30

Originating Department: Department of Public Safety

To the Mayor and City Council:

Subject:

Authorization to Purchase Multi Data Terminal Computers with Funding from Local Violent Crime Prevention Grant

Attachments:

1. Quotes provided by Turn-Key Mobile, Inc.
2. Subaward

Action Options:

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

Background:

The Sikeston DPS applied for a Local Violent Crime Prevention Grant through the Missouri Department of Public Safety to fund to purchase 6 Panasonic FZ-55Z006KM Multi Data Terminal (MDT) computers with extended warranty. These MDTs are a rugged lap top computers used by law enforcement and fire responders in the field. These type computers are needed since they are exposed to harsh weather and operating conditions that a normal laptop may not operate.

The total cost would be \$21,948.00 of which \$19,896.00 would be covered with the approval of this grant. The difference is \$2,052 and that would be paid by the city and is currently in our budget. The MDTs would be purchased from Turn-Key Mobile, Inc. in Jefferson City, MO. and would be issued to our criminal investigation unit to combat violent crime.





## Turn-Key Mobile, Inc.

4510 Country Club Dr  
Jefferson City, MO 65109

573-893-9888 Office 314-754-9794 Fax

## Proposal

Date	Proposal #
12/12/2022	29753

Name / Address
Sikeston Department of Public Safety 05 East Center Sikeston, MO 63801

Sales Rep	Prepared By	PO #	Accepted By
PL	Kate		

Item	Description	Qty	Rate	Total
FZ-55FZ006KM	Panasonic Win10 Pro (Win11 DG), i7-1185G7 vPro (up to 4.8GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 16GB, 512GB OPAL SSD, Intel Wi-Fi 6, Bluetooth, Infrared Webcam, NO USB-C, Standard Battery, TPM 2.0, Emissive Backlit Keyboard, Flat	6	2,938.00	17,628.00
CF-SVCLTNF5Y	Panasonic Toughbook 2 Year Extension on Manufacturer's Warranty and 5 Year Protection Plus Accidental Breakage	6	720.00	4,320.00
Contract-NASPO	NASPO Contract # MNWNC-124 <a href="https://na.panasonic.com/us/naspo-valuepoint-contract">https://na.panasonic.com/us/naspo-valuepoint-contract</a>			0.00
Shipping Included	SHIPPING INCLUDED PER CONTRACT		0.00	0.00

***Proposals are good for 15 days. Please ask your rep for updated pricing and availability.***

**Total**

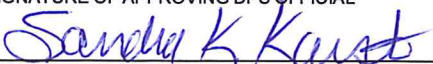
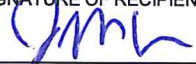
\$21,948.00

Signature \_\_\_\_\_



**Missouri Department of Public Safety  
Criminal Justice/Law Enforcement Unit**  
P.O. Box 749, Jefferson City, MO 65101  
Telephone: 573-526-1928 Fax: 573-751-5399

## AWARD AGREEMENT

DATE <b>09/22/2022</b>			
AWARD NUMBER <b>2023-LVCP-20</b>			
RECIPIENT NAME <b>Sikeston, Department of Public Safety</b>	UEI NUMBER <b>C252AHSK7KL3</b>		
ADDRESS <b>201 S. Kingshighway</b>			
CITY <b>Sikeston</b>	STATE <b>MO</b>	ZIP CODE <b>63801</b>	
TOTAL AMOUNT OF STATE <b>\$19,896.00</b>			
PROJECT PERIOD FROM <b>09/15/2022</b>	PROJECT PERIOD TO <b>04/30/2023</b>		
PROJECT TITLE <b>SFY 23 Local Violent Crime Prevention Grant (LVCP) – Sikeston Police Department</b>	FUNDED BY <b>Missouri Department of Public Safety</b>		
METHOD OF PAYMENT (Reimbursement – Advanced) <b>Reimbursement</b>			
<b>CONTACT INFORMATION</b>			
<b>CJ/LE GRANT CONTACT</b>		<b>RECIPIENT PROJECT DIRECTOR</b>	
NAME <b>Becky Block</b>		NAME <b>James McMillen, Director</b>	
E-MAIL ADDRESS <b>Rebecca.Block@dps.mo.gov</b>		ADDRESS (If different from above) <b>201 S. Kingshighway</b>	
TELEPHONE <b>(573) 522-3455</b>		CITY, STATE AND ZIP CODE <b>Sikeston, MO 63801</b>	
PROGRAM MANAGER <b>Joni McCarter</b>	TELEPHONE <b>(573) 471-6200</b>	E-MAIL ADDRESS <a href="mailto:jbmcmil@sikeston.org">jbmcmil@sikeston.org</a>	
SUMMARY DESCRIPTION OF PROJECT  The purpose of the LVCP Grant is to provide funding to support the establishment and enhancement of local violent crime prevention programs within local law enforcement, and improve the quality of crime data reporting in compliance with the National Incident-Based Reporting System. The funding will be utilized to advance violent crime reduction efforts by improving trust and cooperation between communities and law enforcement in the state of Missouri. Additionally, it will create accountability for law enforcement agencies in establishing and maintaining positive relationships with the community.			
<b>AWARDING AGENCY APPROVAL</b>		<b>RECIPIENT AUTHORIZED OFFICIAL APPROVAL</b>	
TYPED NAME AND TITLE OF DPS OFFICIAL <b>Sandra K. Karsten, Director</b>		TYPED NAME AND TITLE OF RECIPIENT AUTHORIZED OFFICIAL <b>Jonathan Douglas, City Manager</b>	
SIGNATURE OF APPROVING DPS OFFICIAL 	DATE <b>10-25-2022</b>	SIGNATURE OF RECIPIENT AUTHORIZED OFFICIAL 	DATE <b>10/17/22</b>
<b>THIS AWARD IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS AWARD AGREEMENT THE RECIPIENT IS AGREEING TO READ AND COMPLY WITH ALL SPECIAL CONDITIONS.</b>			

GRANT PROGRAM SFY 2023 LVCP	RECIPIENT Sikeston, Department of Public Safety
AWARD NUMBER 2023-LVCP-20	DATE 09/22/2022
<b>AWARD AGREEMENT</b> <b>ARTICLES OF AGREEMENT</b>	

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AUTHORIZED OFFICIAL INITIALS





GRANT PROGRAM SFY 2023 LVCP	RECIPIENT Sikeston, Department of Public Safety
AWARD NUMBER 2023-LVCP-20	DATE 09/22/2022
<b>AWARD AGREEMENT</b> <b>ARTICLES OF AGREEMENT</b>	

**Article I - Governing Directives:** The Recipient assures that it shall comply, and all its subcontractors as applicable shall comply, with the applicable provisions of the "LVCP Solicitation", the "DPS Financial and Administrative Guide", the "DPS Subrecipient Travel Guidelines", any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (VOCA) of 1984 (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act (JJDP) of 2002 (42 U.S.C. § 5672(b)); the Violence Against Women (VAWA) Act of 2013 (42 U.S.C. 13925(b)(13)); Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); 28 C.F.R. Part 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. Part 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order 13279 (equal protection of the laws for faith-based and community organizations); Executive Order 13559 (fundamental principles and policymaking criteria for partnerships with faith-based and other neighborhood organizations); 28 C.F.R. Part 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and 28 C.F.R. Part 54 (U.S. Department of Justice Regulations – Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance), and other applicable federal and state laws, orders, circulars, or regulations.

**Article II - Compliance Training:** As a recipient of state funds, the Recipient is required to participate in any applicable Compliance Training hosted by the Missouri Department of Public Safety. The Compliance Training will be hosted as a webinar to provide post-award information to include, but not limited to, award acceptance, project implementation, reporting requirements, award changes, civil right compliance, monitoring responsibilities, record retention, internal controls and accounting responsibilities.

**Article III - Non-Supplanting:** The Recipient assures that federal and/or state funds made available under this award will not be used to supplant other federal, state, or local funds but will be used to increase the amount of funds that would, in the absence of these funds, be made available for the activities of this project.

**Article IV - Change in Personnel:** The Recipient agrees to notify, within a timely manner, the Missouri Department of Public Safety if there is a change in or temporary absence as it affects the 'My Profile' module, 'Contact Information' component, and/or 'Budget' component within WebGrants. The notification shall be sent through the 'Subaward Adjustment' component of WebGrants as a Program Revision.

**Article V - Subaward Adjustments:** The Recipient understands that any deviation from the approved award must have prior approval from the Missouri Department of Public Safety. No additional funding shall be awarded to a Recipient (unless specifically notified by the Missouri Department of Public Safety of additional funding being awarded), but changes from one budget line to another budget line may be possible if the request is allowable and within the scope of the guidelines. Prior approval must be requested via the 'Subaward Adjustment' component of WebGrants.





GRANT PROGRAM SFY 2023 LVCP	RECIPIENT Sikeston, Department of Public Safety
AWARD NUMBER 2023-LVCP-20	DATE 09/22/2022
<b>AWARD AGREEMENT</b> <b>ARTICLES OF AGREEMENT</b>	

**Article VI – Monitoring:** The Recipient agrees to maintain the records necessary to evaluate the effectiveness of the project. In addition, the Recipient assures that all documentation or records relating to this award shall be made available to monitoring representatives of the Missouri Department of Public Safety, the Office of Missouri State Auditor, the U.S. Department of Justice (DOJ), the DOJ Office of Inspector General, the Comptroller General of the United States, or any of their authorized representatives immediately upon request. The Recipient assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Missouri Department of Public Safety shall prescribe, will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this award.

**Article VII - Protection from Reprisal for Disclosures:** The Recipient understands, pursuant to 41 U.S.C § 4712, an employee or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee or subcontractor reasonably believes is evidence of gross mismanagement of the funds under this award, a gross waste of the funds under this award, an abuse of authority relating to the funds under this award, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to the funds under this award.

**Article VIII - Fair Labor Standards Act:** All Recipients of federal funds will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.

**Article IX - Employment of Unauthorized Aliens:** Pursuant to Section 285.530.1 RSMo, the Recipient assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, the Recipient shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

In accordance with Sections 285.525 to 285.550, RSMo a general contractor or subcontractor of any tier shall not be liable when such general contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of Section 285.530, RSMo if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of Section 285.530, RSMo and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

**Article X – Relationship:** The Recipient agrees that it will represent itself to be an independent Recipient offering such services to the general public and shall not represent itself or its employees to be employees of the Missouri Department of Public Safety. (This provision is not applicable to the Missouri Department of Public Safety or any of its divisions or programs.) Therefore, the Recipient shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc.

AUTHORIZED OFFICIAL INITIALS

JD



GRANT PROGRAM SFY 2023 LVCP	RECIPIENT Sikeston, Department of Public Safety
AWARD NUMBER 2023-LVCP-20	DATE 09/22/2022
<b>AWARD AGREEMENT</b> <b>ARTICLES OF AGREEMENT</b>	

**Article XI – Texting While Driving:** Pursuant to Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving,” 74 Fed. Reg. 51225 (October 1, 2009), the Missouri Department of Public Safety encourages the Recipient to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

**Article XII - Computer Networks:** The Recipient understands and agrees that funds awarded may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this provision limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, adjudication activities, or other law enforcement-or victim assistance-related activity.

**Article XIII - Unlawful Employment Practices:** The Recipient assures compliance with Section 213.055 RSMo in regards to non-discrimination in employment practices as it relates to race, color, religion, national origin, sex, ancestry, age, or disability.

**Article XIV - Discrimination in Public Accommodations:** The Recipient assures compliance with Section 213.065 RSMo in regards to non-discrimination in public accommodations as it relates to accommodations, advantages, facilities, services, or privileges made available in place of public accommodations.

**Article XV - Fund Availability:** The Recipient understands all awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. It is understood and agreed upon that, in the event funds from federal and/or state sources are not appropriated and continued at an aggregate level sufficient to cover the costs under this award, or in the event of a change in federal and/or state law relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.

**Article XVI - Release of Funds:** The Recipient acknowledges no funds will be disbursed under this award until such time as all required documents are signed by the Recipient Authorized Official and Recipient Project Director and returned to the Missouri Department of Public Safety for final review and signature by the Director or his/her designee.

**Article XVII - Duplicative Funding:** The Recipient agrees that if it currently has an open award of federal and/or state funds or if it receives an award of federal and/or state funds other than this award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the Recipient will promptly notify, in writing, the Missouri Department of Public Safety. If so requested and allowed by the Missouri Department of Public Safety, the Recipient shall submit a Subaward Adjustment for a budget revision or program revision to eliminate any inappropriate duplication of funding.

AUTHORIZED OFFICIAL INITIALS





GRANT PROGRAM SFY 2023 LVCP	RECIPIENT Sikeston, Department of Public Safety
AWARD NUMBER 2023-LVCP-20	DATE 09/22/2022
<b>AWARD AGREEMENT</b> <b>ARTICLES OF AGREEMENT</b>	

**Article XVIII - Allowable Costs:** The Recipient understands that only allowable and approved expenditures will be reimbursed under this award. These monies may not be utilized to pay debts incurred by other activities. The Recipient agrees to obligate funds no later than the last day of the project period. (Funds are obligated when a legal liability to pay a determinable sum for services or goods is incurred and will require payment during the same or future period.) The Recipient also agrees to expend funds no later than the date identified in the "LVCP NOFO". (Funds are considered to be expended when payment is made.) Any funds not properly obligated and/or expended will lapse. Any deviation from the approved award must have prior approval from the Missouri Department of Public Safety. The Recipient shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety. The Recipient certifies that all expendable and non-expendable property purchased funds under this award shall be used for approved project purposes only.

**Article XIX – Procurement:** The Recipient assures that all procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner to provide maximum open and free competition. In addition, the Recipient assures that all procurement transactions will meet the minimum standards set forth in the "DPS Financial and Administrative Guidelines" and identified here:

- (a) All quotations and the rationale behind the selection of a source of supply shall be retained, attached to the purchase order copy, and placed in the accounting files.
- (b) Purchases to a single vendor totaling less than \$10,000 may be purchased with prudence on the open market.
- (c) Purchases estimated to total between \$10,000 but less than \$100,000 to a single vendor, must be competitively bid, but need not be solicited by mail or advertisement.
- (d) Purchases with an estimated total of \$100,000 or over to a single vendor shall be advertised for bids in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders at least five days before bids for such purchases are to be opened.
- (e) Where only one bid or positive proposal is received, it is deemed to be sole source procurement.
- (f) Sole source procurement on purchases to a single vendor of \$10,000 and over requires prior approval from the Missouri Department of Public Safety.

**Article XX – Buy American:** The Recipient acknowledges Sections 34.350-34.359 RSMo regarding the Missouri Domestic Products Procurement Act (or commonly referred to as the Buy American Act) and the requirement to purchase or lease goods manufactured or produced in the United States, unless exceptions to the Buy American Act mandate in Section 34.353 RSMo are met.

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**Article XXI - Buy Missouri:** The Recipient also acknowledges Sections 34.070 and 34.073 RSMo regarding the preference given to all commodities and tangible personal property manufactured, mined, produced, or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when quality is equal or better and delivered price is the same or less, quality of performance promised is equal or better and the price quoted is the same or less, or when competing bids are comparable.

**Article XXII – Compensation:** The Recipient understands that federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the Recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System. (The Recipient understands it may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

**Article XXIII – Suspension/Termination of Award:** The Missouri Department of Public Safety reserves the right to suspend or terminate any award entered into as a result of this award at its sole discretion and without penalty or recourse by giving written notice to the Recipient of the effective date of suspension or termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the Recipient under the award shall, at the option of the Missouri Department of Public Safety, become property of the State of Missouri.

In the event an award is suspended or permanently terminated, the Missouri Department of Public Safety may take action as deemed appropriate to recover any portion of the award funds remaining or an amount equal to the portion of the award funds wrongfully used.

**Article XXIV – Enforceability:** If a Recipient fails to comply with all applicable federal and/or state requirements governing these funds, the State of Missouri may withhold or suspend, in whole or in part, funds awarded under the award, or recover misspent funds following an audit. This provision is in addition to all other remedies provided to the State of Missouri for recovery of misspent funds available under all applicable state and federal laws.

**Article XXV – National Incident-Based Reporting System (NIBRS), (Uniform Crime Reporting (UCR)):** The Recipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 43.505 RSMo which states each law enforcement agency is required to submit crime incident reports to the Department of Public Safety on forms or in the format prescribed by the department, and submit any other crime incident information which may be required by the Department of Public Safety.

**Article XXVI – Vehicle Stops:** The Recipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 590.650 RSMo relating to vehicle stop reporting and will remain in full compliance for the duration of the project period.

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**Article XXVII – Police Use of Force Transparency Act of 2021:** The Recipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 590.1268 RSMo relating to use of force incidents reporting standards and procedures, and publication of report data, analysis report.

**Article XXVIII - Federal Equitable Sharing Funds:** The Recipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 513.653 RSMo relating to participation in the federal forfeiture system and the reporting of proceeds therefrom to the Missouri State Auditor.

**Article XXIX - Custodial Interrogations:** The Recipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 590.700 RSMo relating to custodial interrogations and has adopted a written policy to record custodial interrogations of persons suspected of committing or attempting to commit the felony crimes described in subsection 2 of this section.

**Article XXX - DWI Law – Law Enforcement:** The Recipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 43.544 RSMo relating to the “DWI Law” and has adopted a written policy to forward arrest information for all intoxication-related traffic offenses to the central repository as required by Section 43.503 RSMo.

**Article XXXI - Data Reporting Requirements:** The Recipient agrees to complete and submit any data or statistical reports required for this program as outlined in the “LVCP Notice of Funding Opportunity”. Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the award.

**Article XXXII - Body Armor:** The Recipient understands, if monies are requested and awarded for the purchase of body armor, that LVCP funds may be used to purchase body armor but may not be used as the 50% match for purposes of BJA’s Bulletproof Vest Partnership (BVP) Program. Further, the Recipient understands that body armor purchased with LVCP funds may be purchased at any threat level, designation, make, or model from any distributor or manufacturer, as long as the body armor has been tested and found to comply with the latest applicable National Institute of Justice (NIJ) ballistic or stab standards. Further, body armor or armor vests must also be “uniquely fitted vests”. In addition, body armor purchased with LVCP funds must be made in the United States.

**Article XXXIII - Body Armor Policy:** The Recipient understands, if monies are requested and awarded for the purchase of body armor, that the law enforcement agency must have a written “mandatory wear” policy in effect. Per the Bureau of Justice Assistance (BJA), there are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty. **The Recipient will be required to forward a copy of such policy to the Missouri Department of Public Safety at the time of acceptance of the award.**

**Article XXXIV - Body-Worn Cameras:** The Recipient understands, if monies are requested and awarded for the purchase of body-worn cameras, that LVCP funds may be used to purchase body-worn

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cameras but may not be used as the 50% match for purposes of BJA's Body-Worn Camera Policy and Implementation Program (BWC Program).

**Article XXXV - Body-Worn Camera Policy:** The Recipient understands, if monies are requested and awarded for the purchase of body-worn cameras, the law enforcement agency must have written policies and procedures in place related to equipment usage, data storage and access, privacy considerations, training, etc. [The Bureau of Justice Assistance (BJA) Body-Worn Camera (BWC) Toolkit, which can be found online at <https://bja.ojp.gov/program/body-worn-cameras-bwcs/overview>, provides model BWC policies and best practices to assist departments in implementing BWC programs.] **The Recipient will be required to forward a copy of such policy(s) to the Missouri Department of Public Safety at the time of acceptance of the award.**

**Article XXXVI - Criminal Intelligence Systems:** The Recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation.

**Article XXXVII – Duplication of Networks:** The Recipient assures that all equipment/software requested and purchased under this award must be compatible with the statewide system. All software, if applicable, must be compatible with the statewide criminal records system. All communication devices, if applicable, must be capable of operating in accordance with the guidelines established by the Missouri Homeland Security Advisory Council.

**Article XXXVIII – Death in Custody Reporting Act (DCRA):** When a death occurs while a person is 1. Detailed by law enforcement, 2. Under arrest, 3. In the process of being arrested, 4. En route to being incarcerated or detained or 5. Incarcerated at any correctional facility, including contract facilities. Missouri law enforcement agencies experiencing a death in custody collect and submit to Missouri Department of Public Safety, a Death in Custody report. The report template can be found online at [Missouri Department of Public Safety | Death in Custody Reporting Act - DCRA \(mo.gov\)](https://dps.mo.gov/death-in-custody-reporting-act-dcra). FAQs can be found online at [Death in Custody Reporting Act: Reporting Guidance and Frequently Asked Questions \(ojp.gov\)](https://dps.mo.gov/death-in-custody-reporting-act-dcra-faqs)

Death Occurred	DCRA due to MO DPS
January - March	April 15
April - June	July 15
July- September	October 15
October - December	January 15

**Article XXXIX – Rap Back Program Participation:** The Recipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 590.030 RSMo. The law enforcement agency shall enroll in the state and federal Rap Back programs on or before January 1, 2022 and will continue to remain enrolled. The law enforcement agency shall take all necessary steps to maintain officer enrollment for all officers commissioned with that agency in the Rap Back programs. An officer shall submit to being fingerprinted at any law

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enforcement agency upon commissioning and for as long as the officer is commissioned with that agency.

**Article XL – Criminal Justice/Law Enforcement Unit (CJ/LE), Specific:**

By accepting this award, the Recipient agrees:

1. To participate in Status Report submissions, if applicable.

Status Report	Period	Due Date
1	September 15, 2022 - December 15, 2022	December 31, 2022
2	December 16, 2022 - March 15, 2023	March 31, 2023
Final	March 16, 2023 - April 30, 2023	May 30, 2023

2. 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 Recipient 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 is no longer needed for the original project or program or for other activities currently or previously supported by the Department of Public Safety, you must request instructions from DPS to make proper disposition of the equipment following the DPS Administrative Guide.
3. Expenditures for equipment and 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.
4. DPS 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 Recipient of the effective date of termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the Recipient under the contract shall, at the option of the DPS, become property of the State of Missouri. The Recipient shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.
5. 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

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in the event of a change in federal or state laws relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.

6. To follow the grant program guidelines as stated in the DPS Administrative Guide for CJ/LE Grants, as well as, Information Bulletins released by the CJ/LE Unit to provide important updates, clarifications and policy statements related to the Criminal Justice/law Enforcement Unit grant programs.
7. In the event DPS 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 Recipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Recipient acceptance of the changes to the award.
8. Prior written approval from CJ/LE is required prior to making any changes to the approved budget for this award.

AUTHORIZED OFFICIAL INITIALS 
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MICHAEL L. PARSON  
Governor

SANDRA K. KARSTEN  
Director



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

STATE OF MISSOURI  
DEPARTMENT OF PUBLIC SAFETY  
OFFICE OF THE DIRECTOR

September 22, 2022

Director James McMillen  
Sikeston Department of Public Safety  
201 S. Kingshighway  
Sikeston, MO 63801

Dear Director McMillen,

Thank you for applying for the Local Violent Crime Prevention (LVCP) grant. Your application has been approved for \$19,896.00. Enclosed please find the *Award Agreement* and *Articles of Agreement* pertaining to your award. The proper Authorized Official must sign the Award Agreement and initial all other pages of the *Articles of Agreement*.

The following documents must be received by the Missouri Department of Public Safety prior to the grant being made underway:

- ☒ *Award Agreement*, signed by the Authorized Official
- ☒ *Articles of Agreement*, (all pages) initialed by the Authorized Official

Please print all documents single-sided.

The above referenced documents should be mailed to:

MO Department of Public Safety  
Attn: Michelle Branson, CJ/LE Unit  
P.O. Box 749  
Jefferson City, MO 65102

The Missouri Department of Public Safety retains the original, signed copy of the Award Agreement for its files. A scanned copy of the signed Award Agreement will be provided for your records via the "Award Documents – Final" component of the grant within WebGrants. If your agency requires an original set, please return an extra original set of the signed documents, and they will be forwarded back to your agency via mail.

If you have experienced a change in personnel affecting the names listed on the *Award Agreement*, please notify Michelle Branson by email at [Michelle.Branson@dps.mo.gov](mailto:Michelle.Branson@dps.mo.gov) or by telephone at (573) 526-9014 so replacement documents can be forwarded for signature. **Do not** cross out the names printed or have alternative individuals sign in place of the identified person(s). Signatures different than the names printed will not be accepted!

Additional information will be forthcoming regarding the mandatory SFY 2023 Local Violent Crime (LVCP) grant Compliance Workshop.

Sincerely,

A handwritten signature in black ink that reads "Joni McCarter". The signature is fluid and cursive, with the first name "Joni" and last name "McCarter" clearly distinguishable.

Joni McCarter, Grants Program Manager  
Missouri Department of Public Safety  
Criminal Justice/Law Enforcement Unit  
(573) 526-9020, [Joni.McCarter@dps.mo.gov](mailto:Joni.McCarter@dps.mo.gov)

Highway Patrol • National Guard • State Emergency Management Agency • Fire Safety  
Office of Homeland Security • Alcohol & Tobacco Control • Capitol Police • Gaming Commission • Veterans Commission

## Council Letter

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Date of Meeting 23-01-30

Originating Department: Public Works

To the Mayor and City Council:

Subject: Approval of Engineering contract with Hanson Professional Services Inc.

Action Options:

1. Seeking the approval of the Engineering services contract (Sikeston Airport)
2. Other action the City Council deems appropriate.

Attachments:

1. Hanson's Retainer Agreement

Background:

The City of Sikeston is required by MoDOT to select an on-call consulting engineer for the Sikeston Memorial Airport on a 5 year basis. The City recently posted an RFQ for qualifications and only one firm, Hanson Professional Services INC., submitted qualifications by the designated deadline. The City has worked with Hanson on multiple occasions and is 100% comfortable with their expertise. On 01/06/2023 we conducted a phone interview with Barry Stolz of Hanson to discuss services. City staff are recommending the selection of Hanson Professional Services as our on-call airport consultant, and seeks authorization to enter an agreement with Hanson.

**AGREEMENT FOR CONSULTANT SERVICES  
(RETAINER AGREEMENT)**

**THIS AGREEMENT**, made at Sikeston, **Missouri**, this \_\_\_\_\_ day of \_\_\_\_\_, in the year 2023 by and between the  
City of Sikeston, Missouri

(sometimes hereinafter also referred to as the "Owner", or "Sponsor"), as Party of the First Part, and  
Hanson Professional Services Inc. (Hanson)

(hereinafter referred to as the "Consultant"), as Party of the Second Part.

WITNESSETH:

**WHEREAS**, the Owner intends to sponsor the accomplishment of a development program, in stages, of a public air navigation facility known as Sikeston Memorial Municipal Airport (SIK) (hereafter referred to as "Airport"), in Scott County, State of Missouri; and

**WHEREAS**, the Owner wishes to have the Consultant available to perform certain projects as described in the Owner's development program; and

**WHEREAS**, the development program shall be described as:

1. Automated Weather Observing System (AWOS) replacement.
2. Airport pavement rehabilitation, maintenance, earthwork, and improvements, i.e., crack-fill, sealcoat, overlay, grading, marking, striping, etc. (including, runway, entire apron, around T-hangars).
3. Construction of new hangars
4. Precision Approach Path Indicators (PAPI) replacement.
5. Apron Expansion/Modifications.
6. Development of an Airport Layout Plan (ALP) and Narrative or Master Plan.
7. Site and aeronautical surveys for proposed improvements, and instrument approach procedure development and Airports GIS requirements.
8. Assistance with required environmental actions and documentation.
9. Assistance with acquisition of land and rights for airport development, and for compliance with FAA standards and regulations.

**WHEREAS**, the Department of Transportation, Multimodal Operations Division – Aviation Section, State of Missouri is the authorized Agent of the Owner under the proposed development program (it may be hereinafter referred to as "MoDOT Aviation");

**WHEREAS**, the Consultant agrees to furnish an executed "Certification of Engineer" and certain professional consulting services enumerated hereinafter, in connection with projects assigned to the Consultant by the Owner under the development program.

**NOW, THEREFORE**, for and in consideration of the mutual promises made by the parties hereto, **IT IS MUTUALLY COVENANTED AND AGREED** as follows:

**I. CONSULTING SERVICES**

- A. As an independent contractor, the Consultant agrees to furnish and perform various professional consulting services in accordance with the usual and customary standards for such services in the local area, applicable legal standards and State of Missouri, Multimodal Operations Division – Aviation Section and Federal Aviation Administration requirements, upon request of the Owner and its principal representative, for the preparation of the above referenced projects. The parties mutually acknowledge that Owner may or may not currently possess funding for many of the aforementioned tasks (recitals above). Therefore, this Agreement does not obligate the Owner to proceed with all of the aforementioned tasks described, and the Owner reserves the right to not utilize the Consultant for some or all of these tasks during the term of this Agreement.
- B. When the Owner elects to proceed with a project, the parties hereto agree to negotiate in good faith and to execute an Aviation Project Consultant Agreement covering the specifically defined parts of the scope of work which are to be funded under a specific project. The Agreement(s) will cover the Design, Construction, and Planning and Special Services Phases of the specific project. Should the Owner and Consultant not reach agreement on services and/or conditions within 30 calendar days, either party may, after written notice, terminate this Agreement, in whole or in part. No fees will be earned or payable to the Consultant until the agreement on services and/or conditions is finalized and approved by the Owner, except for any preparatory work such as surveys, investigations, studies, and other work performed in anticipation of the parties' agreement and which was authorized by the Owner.

**II. CHARGES FOR CONSULTING SERVICES**

- A. The Owner agrees to pay the Consultant as compensation for rendering the professional consulting services herein above described in Section I, Paragraphs A and B, as agreed to between the parties.
- B. For services of the Consultant provided at the request of the Owner that are not otherwise included as a part of a specific project Agreement, the Consultant will be compensated for its reasonable and customary charges, after prior written acceptance of the proposed charges by the Owner, and only for those tasks performed which are not made necessary due to the fault or error of the Consultant.
- C. Either party by a written thirty (30) day notice, may terminate this agreement in whole or in part at any time, ~~because of the failure of the other party to fulfill its agreement obligations.~~ Upon receipt of such notice, the Consultant shall: (1) immediately discontinue services affected (unless the notice directs otherwise), and (2) upon payment in full of all monies due to the Consultant, deliver to the Owner available data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have accumulated by the Consultant in performing this agreement whether completed or in process. If, after the Owner's notice of termination for failure to fulfill agreement obligations, it is determined that the Consultant had not so failed, the termination shall be deemed to have been affected for the convenience of the Owner.



### **III. SPECIAL CONDITIONS**

- A. The Owner acknowledges the Consultant's drawings and specifications, including available documents on electronic media, and basic survey notes and sketches, charts, computations and other data produced by the Consultant under this Agreement are instruments of the Consultant's professional service. Nevertheless, the information, drawings and specifications prepared under this Agreement shall become the property of the Owner upon completion of the services and payment in full of all monies due to the Consultant.

The Consultant may remove any information from any drawings, computer disks, tracings, construction plans, specifications, maps, survey notes and sketches, charts, computations and other data deemed to be proprietary, copyrighted or confidential in nature. The Owner will not make or permit to be made any modification to the drawings and specifications, as approved, without the prior written authorization of the Consultant. The Owner agrees to waive any claim against the Consultant arising from any unauthorized transfer, reuse or modification of the information, drawings and specifications.

- B. The Consultant shall proceed to furnish consulting services on any part of the scope of work, only after the request for services has been made in writing by the Owner.
- C. Each party binds himself, his partners, successors, executors, administrators and assigns, to the other party of this Agreement and to the partners, successors, executors, administrators and assigns for such other party as to all covenants of this Agreement.
- D. Unless otherwise terminated as provided herein, this agreement expires upon final approval and acceptance of the completed project(s) listed in the development program or within **five (5) years** of the execution of this agreement, whichever occurs first.
- E. The Consultant agrees to conduct the services in compliance with the requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964, Part 21 of the Regulations of the Secretary of Transportation, and Executive Order No. 11246, "Equal Employment Opportunity", as amended.
- F. The Consultant agrees that the Owner, MoDOT Aviation, the Federal Aviation Administration, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Consultant which are directly pertinent to the specific grant program for the purpose of making audit, examination, excerpts and transcriptions.

### **IV. SPECIAL PROVISIONS**

- A. No portion of the services may be subcontracted by Consultant without the prior consent of the Owner.
- B. This agreement shall be construed and enforced in accordance with the laws of the State of Missouri and Owner and Consultant hereby consent to the jurisdiction of said State.
- C. During the performance of this contract, the Consultant, for itself, its assignees and successors in interest agrees as follows:
  - 1. The Consultant shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter

referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
  3. In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
  4. The Consultant shall provide available information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records accounts, other sources of information, and its facilities as may be determined by the Owner or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Owner or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
  5. In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Owner shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
    - a. Withholding of payments to the Consultant under the contract until the Consultant complies, and/or,
    - b. Cancellation, termination, or suspension of the contract, in whole or in part.
  6. The Consultant shall include the provisions of Paragraphs 1 through 5 in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Owner or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the Owner to enter into such litigation to protect the interests of the Owner and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.
- D. The Consultant agrees to ensure that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement.
- E. Except as otherwise provided for under this Agreement regarding obligations from early termination in Paragraph II. C., the Owner may terminate this agreement in whole or in part for its sole convenience by furnishing written thirty (30) day notice of such termination to the Consultant. If a contract for a specific project is terminated for convenience or if a default termination of a specific project agreement is converted to a termination for convenience

under paragraph II.C., above, the Owner will be obligated to compensate the Consultant its fee based on the amount of work accomplished up to the day of notification of termination, plus any outside services approved by the participating agencies and accomplished prior to the notification. Profit paid to the Consultant shall be limited to the standard percentage applied solely to the amount of work that has been completed by the Consultant at the time of the stop work notice.

- F. The parties hereby certify that there was compliance with the provisions of the State of Missouri's Architectural, Engineering and Land Surveying Qualifications Based Selection Law, RSMo Section 8.285 to 8.291; and Federal guidance included in 49 CFR Part 18.36, FAA Order 5100.38, and FAA AC 150/5100-14 (current at time of selection), in the procurement of the services covered by this Agreement.

IN WITNESS WHEREOF, the parties hereto have affixed their hand and seals at Sikeston ,  
Missouri, this \_\_\_\_\_ day of \_\_\_\_\_ , **2023**.

**SPONSOR**

ATTEST:  
(SEAL)

\_\_\_\_\_  
BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

\_\_\_\_\_  
BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

\_\_\_\_\_  
Federal Employer's Identification Number  
(F.E.I.N.)

State of: **Missouri**

County of: **Scott**

This instrument was acknowledged before me on \_\_\_\_\_ , **2023**, by

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**HANSON PROFESSIONAL SERVICES INC.**

ATTEST:  
(SEAL)

BY: Robert A. Waller  
TITLE: Assistant Vice President

BY: Dennis J. Hollahan  
TITLE: Vice President  
37-0844717

Federal Employer's Identification Number  
(F.E.I.N.)

State of: **Illinois**

County of: **Sangamon**

This instrument was acknowledged before me on \_\_\_\_\_, **2023**, by

\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_