

TENTATIVE AGENDA

REGULAR CITY COUNCIL MEETING
CITY HALL
COUNCIL CHAMBERS
105 E. CENTER ST., SIKESTON MO
MONDAY, FEBRUARY 24, 2025
5:00 P.M.

- I. CALL TO ORDER
- II. RECORD OF ATTENDANCE
- III. OPENING PRAYER
- IV. PLEDGE OF ALLEGIANCE
- V. ITEMS OF BUSINESS
 - A. 1st & 2nd Reading Emergency Bill #6370, Special Obligation Bond
 - B. 1st Reading, Bill #6371, Re-adoption of Fair Housing Ordinance
 - C. 2nd Reading & Consideration, Bill #6369, Knox Box
 - D. Authorization for Fire Division to Purchase Equipment Using Homeland Security Grant Funding
 - E. Other Items as May Be Determined During the Course of the Meeting
- VI. ADJOURNMENT INTO EXECUTIVE SESSION

RSMo 610.021(21) Computer Security
- VII. ADJOURNMENT

Dated this 19th day of February 2025.

Rhonda Council

Rhonda Council, City Clerk

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

Council Letter

Date of Meeting: 25-02-24

Originating Department: Finance Department

To the Mayor and City Council:

Subject: First and Second Reading, Emergency Bill 6370 Special Obligation Bonds

Attachment(s):

1. Bill Number/Ordinance Number 6370
2. Exhibit A: Form of Bonds (included in Ordinance)
3. Exhibit B: Parameters of Bond Sales (included in Ordinance)
4. Exhibit C: Final Terms Certificate (included in Ordinance)
5. Exhibit D: Assistance Agreement

Action Options:

1. First Reading of Bill Number 6370
2. Second Reading of Bill Number 6370
3. Passage of Bill Number 6370
4. Other action Council may deem appropriate

Background:

Bill Number 6370 authorizes and direct the issuance, sale and delivery not to exceed \$7,500,000 aggregate principal of Special Obligation Bonds, Series 2025, of the City of Sikeston, and approves certain documents and authorizing certain other actions in connection therewith. The attached documents were prepared by Gilmore and Bell, bond counsel for the City of Sikeston.

Funds from the Bond sales would be used to acquire, construct, furnish and equip a new fire station and other capital improvements and pay the costs of issuing the Bonds.

The city has been setting aside funds since FY23 in anticipation of constructing a new fire station to replace Station #2 on N. Main. The new fire station will be located at 919 E. Malone. The bonds will be repaid from annual appropriations by the City Council

Mark Grimm of Gilmore and Bell, bond counsel for the city, and Charlie Zitnik of D.A. Davidson, municipal advisor for the city, will be present via phone to answer any questions you may have.

ORDINANCE NO. 6370

OF THE

CITY OF SIKESTON, MISSOURI

PASSED

FEBRUARY 24, 2025

AUTHORIZING

NOT TO EXCEED \$7,500,000
SPECIAL OBLIGATION BONDS
SERIES 2025

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AN EMERGENCY ORDINANCE AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF SPECIAL OBLIGATION BONDS, SERIES 2025, OF THE CITY OF SIKESTON, MISSOURI; AND APPROVING CERTAIN DOCUMENTS AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH.

WHEREAS, the City of Sikeston, Missouri (the “City”), is a constitutional charter city and political subdivision of the State of Missouri, duly created, organized and existing under and by virtue of its Charter and the Constitution and laws of the State of Missouri; and

WHEREAS, the City desires to and is authorized under the provisions of the Constitution of the State of Missouri and its Charter to issue and sell not to exceed \$7,500,000 aggregate principal amount of Special Obligation Bonds, Series 2025 (the “Bonds”) for the purpose of providing funds to (a) acquire, construct, furnish and equip a new fire station and other capital improvements (collectively, the “Project”) and (b) pay the costs of issuing the Bonds; and

WHEREAS, the principal of and interest on the Bonds will be payable solely from the revenues derived from annual appropriations by the City Council; and

WHEREAS, it is hereby found and determined that it is necessary and advisable and in the best interest of the City and of its inhabitants that the Bonds be issued and secured in the form and manner as hereinafter provided to provide funds for such purposes;

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

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms as used in this Ordinance shall have the following meanings:

“Assistance Agreement” means the Assistance Agreement between the City and the Purchaser, in substantially the form attached hereto as **Exhibit D**, executed and delivered pursuant to **Section 209** hereof.

“Bond Counsel” means Gilmore & Bell, P.C., St. Louis, Missouri, or other attorneys or firm of attorneys with a nationally recognized standing in the field of municipal bond financing selected by the City.

“Bond Payment Date” means any date on which principal or Redemption Price of or interest on any Bond is payable.

“Bond Register” means the books for the registration, transfer and exchange of Bonds kept at the office of the Paying Agent.

“Bondowner” or **“Registered Owner”** when used with respect to any Bond means the Person in whose name such Bond is registered on the Bond Register.

“Bonds” means the Special Obligation Bonds, Series 2025, authorized and issued by the City pursuant to this Ordinance.

“Business Day” means a day, other than a Saturday, Sunday or holiday, on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of business.

“City” means the City of Sikeston, Missouri, and any successors or assigns.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations of the Treasury Department promulgated thereunder.

“Debt Service Fund” means the fund by that name referred to in **Section 501** hereof.

“Defaulted Interest” means interest on any Bond that is payable but not paid on any Interest Payment Date.

“Defeasance Obligations” means any of the following obligations, if and to the extent the same are at the time legal for investment of the City’s funds:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations serving as security for the obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations serving as security for the obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) the obligations are rated in a rating category by Moody's Investors Service, Inc. or Standard & Poor's that is no lower than the rating category then assigned to United States Government Obligations.

"Federal Tax Certificate" means the Federal Tax Certificate executed by the City, as the same may be amended or supplemented in accordance with the provisions thereof.

"Final Terms Certificate" means the Final Terms Certificate, in substantially the form attached hereto as **Exhibit C**, executed and delivered pursuant to **Section 209** hereof and attached to this Ordinance as of the date of issuance of the Bonds.

"Fiscal Year" means the fiscal year of the City, currently the period beginning July 1 and ending June 30.

"Interest Payment Date" means the Stated Maturity of an installment of interest on any Bond.

"Maturity" when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

"Ordinance" means this Ordinance adopted by the City Council of the City authorizing the issuance of the Bonds, as amended from time to time, and as supplemented by the Final Terms Certificate.

"Outstanding" means, when used with reference to Bonds, as of any particular date of determination, all Bonds theretofore authenticated and delivered hereunder, except the following Bonds:

(a) Bonds theretofore cancelled by the Paying Agent or delivered to the Paying Agent for cancellation;

(b) Bonds deemed to be paid in accordance with the provisions of **Section 701** hereof; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder.

"Paying Agent" means the Finance Director of the City and any successors or assigns.

"Permitted Investments" means any legally permissible investment of the City's funds.

"Person" means any natural person, corporation, partnership, limited liability company, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

"Project" means the acquisition, construction, furnishing and equipping of a new fire station and other capital improvements in the City.

"Project Fund" means the City of Sikeston, Missouri Governmental Agency Account referenced in the Assistance Agreement.

"Purchaser" means the Rural Water Financing Agency, the original purchaser of the Bonds.

“Rebate Fund” means the fund by that name referred to in **Section 501** hereof.

“Record Date” for the interest payable on any Interest Payment Date means the 15th day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date.

“Redemption Date” when used with respect to any Bond to be redeemed means the date fixed for such redemption pursuant to the terms of this Ordinance.

“Redemption Price” when used with respect to any Bond to be redeemed means the price at which such Bond is to be redeemed pursuant to the terms of this Ordinance, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date, which price is to be stated as a percentage of the principal amount of those Bonds to be redeemed.

“Special Record Date” means the date fixed by the Paying Agent pursuant to **Section 204** hereof for the payment of Defaulted Interest.

“Stated Maturity” when used with respect to any Bond or any installment of interest thereon means the date specified in such Bond and this Ordinance as the fixed date on which the principal of such Bond or such installment of interest is due and payable.

“United States Government Obligations” means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payments on obligations issued or guaranteed by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities that represent an undivided interest in such obligations, which obligations are rated in the same rating category or higher as the United States of America by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the City.

ARTICLE II

AUTHORIZATION OF BONDS

Section 201. Authorization of Bonds. There shall be issued and hereby are authorized and directed to be issued the Special Obligation Bonds, Series 2025, in the principal amount of not to exceed \$7,500,000 (the “Bonds”), for the purpose of providing funds to (a) pay the costs of the Project and (b) pay the costs of issuing the Bonds.

Section 202. Description of Bonds.

(a) The Bonds shall consist of fully-registered bonds, numbered from 1 upward in order of issuance, in denominations of \$5,000 or any integral multiple thereof. The Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be substantially in the form set forth in **Exhibit A** attached hereto, and shall be subject to registration, transfer and exchange as provided in **Section 205** hereof.

(b) The Bonds shall be dated as of the date of original delivery and payment therefor and shall become due in the amounts on the Stated Maturities as set forth in the Final Terms Certificate. The Bonds shall bear interest at the rates per annum (not exceeding 6.0% coupon) (computed on the basis of a 360-day year of twelve 30-day months) from the date thereof or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on February 1 and August 1 in each year, beginning no later than August 1, 2025, as set forth in the Final Terms Certificate and subject to the limitations set forth in **Exhibit B**. The Bonds shall be sold at a purchase price of 100% of the principal amount thereof plus accrued interest thereon, if any.

Section 203. Designation of Paying Agent.

(a) The Finance Director is hereby designated as the City's paying agent for the payment of principal of and interest on the Bonds and bond registrar with respect to the registration, transfer and exchange of Bonds (the "Paying Agent"); provided, however, that upon the request of the Registered Owner of one or more of the Bonds, the City shall by ordinance authorize a bank or trust company having its principal office in Missouri to act as paying agent and bond registrar for the applicable Bonds.

(b) The City will at all times maintain a Paying Agent meeting the qualifications herein described for the performance of the duties hereunder. The City reserves the right to appoint a successor Paying Agent by (1) filing with the Paying Agent then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent and appointing a successor, and (2) causing notice of the appointment of the successor Paying Agent to be given by first class mail to each Registered Owner. The Paying Agent may at any time resign and be discharged from its duties and responsibilities hereunder by giving written notice by first class mail to the City and the Bondowners not less than 60 days prior to the date such resignation is to take effect. No resignation or removal of the Paying Agent shall become effective until a successor has been appointed and has accepted the duties of Paying Agent.

(c) Every Paying Agent appointed hereunder shall at all times be either (1) the Finance Director or (2) a commercial banking association or corporation or trust company located in the State of Missouri organized and doing business under the laws of the United States of America or of the State of Missouri, authorized under such laws to exercise trust powers, subject to supervision or examination by federal or state regulatory authority.

(d) The Paying Agent shall be paid its fees and expenses for its services in connection with the Bonds.

Section 204. Method and Place of Payment of Bonds.

(a) The principal or Redemption Price of and interest on the Bonds shall be payable in any coin or currency of the United States of America that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

(b) Payment of the principal of or interest on any Bond shall be made (1) by check or draft of the Paying Agent mailed to each Registered Owner as of the commencement of business of the Paying Agent on the Record Date for such Bond Payment Date or (2) by electronic transfer to such Registered Owner upon written notice delivered to the Paying Agent not less than five days before the Record Date from and signed by such Registered Owner containing electronic transfer instructions including the name of the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed, together with an acknowledgement that an electronic transfer fee may be applicable.

(c) Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Bond shall cease to be payable to the Registered Owner of such Bond on the relevant Record Date and shall be payable to the Registered Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The City shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent unless the City and the Paying Agent agree to a shorter time) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment, unless the City and the Paying Agent agree to a shorter time. The Paying Agent shall promptly notify the City of such Special Record Date and, in the name and at the expense of the City, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first class mail, postage prepaid, to each Registered Owner of a Bond entitled to such notice at the address of such Registered Owner as it appears on the Bond Register not less than 10 days before the Special Record Date.

(d) The Paying Agent shall keep a record of the payment of principal and Redemption Price of and interest on all Bonds and, upon the City's written request, shall forward a copy or summary of such records to the City.

Section 205. Registration, Transfer and Exchange of Bonds.

(a) The City covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the office of the Paying Agent as herein provided. Each Bond when issued shall be registered in the name of the Registered Owner thereof on the Bond Register.

(b) The Bonds may be transferred in whole only, and the Purchaser agrees that it will only offer, sell, pledge, transfer or exchange any of the Bonds it purchases (i) in accordance with an available exemption from the registration requirements of Section 5 of the Securities Act of 1933, as amended, (ii) in accordance with any applicable state securities laws, (iii) to an institution that is an "accredited investor" as defined in Regulation D under the Securities Act of 1933, as amended, and/or a "qualified institutional buyer" under Rule 144A promulgated under the Securities Act of 1933, as amended, and (iv) in accordance with the provisions of this Ordinance. Upon surrender of any Bond at the office of the Paying Agent, the Paying Agent shall transfer or exchange such Bond for a new Bond or Bonds in any authorized denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange. Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Paying Agent, duly executed by the Registered Owner thereof or by the Registered Owner's duly authorized agent.

(c) In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Ordinance. The City shall pay the reasonable fees and expenses of the Paying Agent for the registration, transfer and exchange of Bonds provided for by this Ordinance and the reasonable cost of printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Paying Agent, are the responsibility of the Registered Owners of the Bonds. If any Registered Owner fails to provide a correct taxpayer identification number to the Paying Agent, the

Paying Agent may make a charge against such Registered Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Registered Owner hereunder or under the Bonds.

(d) The City and the Paying Agent shall not be required (i) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to **Section 303** and during the period of 15 days next preceding the date of mailing of such notice of redemption, or (ii) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the City of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to **Section 204**.

(e) The City and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Bond and for all other purposes. All payments so made to any such Registered Owner or upon the Registered Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

(f) At reasonable times and under reasonable regulations established by the Paying Agent, the Bond Register may be inspected and copied by the Registered Owners of 10% or more in principal amount of the Bonds then Outstanding or any designated representative of such Registered Owners whose authority is evidenced to the satisfaction of the Paying Agent.

Section 206. Execution, Registration, Authentication and Delivery of Bonds.

(a) Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be signed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk and shall have the official seal of the City affixed or imprinted thereon. In case any officer whose signature appears on any Bond ceases to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

(b) The Mayor and City Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified, and, when duly executed and registered, to deliver the Bonds to the Paying Agent for authentication.

(c) The Bonds shall have endorsed thereon a certificate of authentication substantially in the form set forth in **Exhibit A** attached hereto, which shall be manually executed by an authorized signatory of the Paying Agent, but it shall not be necessary that the same signatory sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Bond shall be entitled to any security or benefit under this Ordinance or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Paying Agent. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Ordinance. Upon authentication, the Paying Agent shall deliver the Bonds to or upon the order of the Purchaser, upon payment to the City of the purchase price of the Bonds plus accrued interest, if any, to the date of their delivery.

Section 207. Mutilated, Destroyed, Lost and Stolen Bonds.

(a) If (i) any mutilated Bond is surrendered to the Paying Agent or the Paying Agent receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (ii) there is delivered to the Paying Agent such security or indemnity as may be required by the Paying Agent, then, in the absence of notice to the Paying Agent that such Bond has been acquired by a bona fide purchaser, the City shall execute and, upon the City's request, the Paying Agent shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

(b) If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Paying Agent may pay such Bond instead of delivering a new Bond.

(c) Upon the issuance of any new Bond under this Section, the City or the Paying Agent may require the payment by the Registered Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

(d) Every new Bond issued pursuant to this Section shall constitute a replacement of the City's prior obligation, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Bonds.

Section 208. Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be canceled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary retention practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Bonds so canceled and shall file an executed counterpart of such certificate with the City.

Section 209. Sale of Bonds.

(a) The City agrees to sell the Bonds to the Purchaser at the purchase price set forth in the Final Terms Certificate, upon the terms and conditions set forth therein and with such changes therein as shall be approved by the Mayor.

(b) The Mayor is hereby authorized to, without any further authorization or direction from the City Council, (1) approve the principal amounts by maturity, the interest rates, the optional redemption provisions, and the other final terms of the Bonds, (2) execute a Final Terms Certificate in substantially the form attached to this Ordinance and marked **Exhibit C** (provided the final terms of the Bonds set forth therein shall meet all of the requirements of this Ordinance) and (3) enter into the Assistance Agreement between the City and the Purchaser in substantially the form attached hereto as **Exhibit D**, with such changes therein as are required to conform to the Final Terms Certificate. Upon execution, the Final Terms Certificate will be attached and made part of this Ordinance.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption of Bonds. At the option of the City, the Bonds or portions thereof maturing on February 1, 2036 and thereafter may be called for redemption and payment prior to their Stated Maturity on February 1, 2035 and thereafter as a whole or in part at any time at the Redemption Price of 100% of the principal amount thereof plus accrued interest thereon to the Redemption Date.

Section 302. Selection of Bonds to be Redeemed.

(a) The Paying Agent shall call Bonds for optional redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Paying Agent at least 45 days prior to the Redemption Date of the City's written instructions specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption. If the Bonds are refunded more than 90 days in advance of the Redemption Date, any escrow agreement entered into by the City in connection with the refunding shall provide that the written instructions to the Paying Agent shall be given by the escrow agent on the City's behalf not less than 45 days prior to the Redemption Date. The Paying Agent may in its discretion waive such notice period so long as the notice requirements set forth in **Section 303** hereof are met.

(b) Bonds shall be redeemed only in the principal amount of \$5,000 or any integral multiple thereof. When less than all of the Outstanding Bonds are to be redeemed, such Bonds shall be redeemed in such order of their Stated Maturities as determined by the City, and Bonds of less than a full Stated Maturity shall be selected by the Paying Agent in \$5,000 units of principal amount in such equitable manner as the Paying Agent may determine.

(c) In the case of a partial redemption of Bonds when Bonds of denominations greater than \$5,000 are then Outstanding, then for all purposes in connection with such redemption each \$5,000 of face value shall be treated as though it were a separate Bond of the denomination of \$5,000. If it is determined that one or more, but not all, of the \$5,000 units of face value represented by any Bond are selected for redemption, then upon notice of intention to redeem such \$5,000 unit or units, the Registered Owner of such Bond or the Registered Owner's duly authorized agent shall present and surrender such Bond to the Paying Agent (i) for payment of the Redemption Price and interest to the Redemption Date of such \$5,000 unit or units of face value called for redemption, and (ii) for exchange, without charge to the Registered Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Registered Owner of any such Bond fails to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the Redemption Date to the extent of the \$5,000 unit or units of face value called for redemption (and to that extent only).

Section 303. Notice and Effect of Call for Redemption.

(a) Unless waived by any Registered Owner of Bonds to be redeemed, official notice of any redemption shall be given by the Paying Agent on the City's behalf by mailing a copy of an official redemption notice by first class mail at least 30 days but not more than 60 days prior to the Redemption Date to each Registered Owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register.

(b) All official notices of redemption shall be dated and shall contain the following information:

(i) the Redemption Date;

(ii) the Redemption Price;

(iii) if less than all Outstanding Bonds are to be redeemed, the identification number, Stated Maturity and, in the case of partial redemption of any Bonds, the respective principal amounts of the Bonds to be redeemed;

(iv) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and

(v) the place where such Bonds are to be surrendered for payment of the Redemption Price.

(c) Prior to any Redemption Date, the City shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds that are to be redeemed on such Redemption Date.

(d) Any redemption notice may be conditional upon moneys being on deposit with the Paying Agent on or prior to the Redemption Date in an amount sufficient to pay the Redemption Price on the Redemption Date. If such notice is conditional and either the Paying Agent receives written notice from the City that moneys sufficient to pay the Redemption Price will not be received on the Redemption Date, or such moneys are not received on the Redemption Date, then such notice shall be of no force and effect, the Paying Agent shall not redeem such Bonds and the Paying Agent shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not or will not be so received and that such Bonds will not be redeemed.

(e) Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the City defaults in the payment of the Redemption Price) such Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price of such Bonds shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, the Paying Agent shall prepare for the Registered Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Bonds that have been surrendered for redemption shall be canceled and destroyed by the Paying Agent as provided herein and shall not be reissued.

(f) The failure of any Registered Owner to receive the foregoing notice or any defect therein shall not invalidate the effectiveness of the call for redemption.

(g) The Paying Agent is also directed to comply with any mandatory standards then in effect for processing redemptions of municipal securities established by the SEC. Failure to comply with such standards shall not affect or invalidate the redemption of any Bond.

ARTICLE IV

SECURITY FOR AND PAYMENT OF BONDS

Section 401. Security for the Bonds.

(a) The Bonds are special obligations of the City payable as to both principal or Redemption Price and interest solely from annual appropriations of funds by the City for such purpose to be deposited into the Debt Service Fund. The obligation of the City to make payments into the Debt Service Fund and any other obligations of the City to make payments under this Ordinance do not constitute a general obligation or indebtedness of the City for which the City is obligated to levy or pledge any form of taxation, or for which the City has levied or pledged any form of taxation and shall not be construed to be a debt of the City in contravention of any applicable constitutional, statutory or charter limitation or requirement but in each Fiscal Year shall be payable solely from the amounts pledged or appropriated therefor from (i) the income and revenues provided for such year and (ii) any unencumbered balances for previous years. Subject to the preceding sentence, the obligations of the City to make payments hereunder and to perform and observe any other covenant and agreement contained herein shall be absolute and unconditional.

(b) The covenants and agreements of the City contained herein and in the Bonds shall be for the equal benefit, protection and security of the legal owners of any or all of the Bonds, all of which Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds to the payment of the principal or Redemption Price of and the interest on the Bonds, or otherwise, except as to the rate of interest and Stated Maturity as provided in this Ordinance.

Section 402. Covenant to Request Appropriations. The City Council hereby directs the Finance Director or any other officer of the City at any time charged with the responsibility of formulating budget proposals to (a) include in each annual budget an appropriation of the amount necessary (after taking into account any moneys legally available for such purpose) to pay debt service on the Bonds in the next succeeding Fiscal Year, and (b) take such further action (or cause the same to be taken) as may be necessary or desirable to assure the availability of moneys appropriated to pay such debt service on the Bonds in the next succeeding Fiscal Year. This does not obligate the City Council to appropriate such funds.

ARTICLE V

ESTABLISHMENT OF FUNDS; DEPOSIT AND APPLICATION OF MONEYS

Section 501. Establishment of Funds. There have been or shall be established in the treasury of the City and shall be held and administered by the Finance Director of the City the following separate funds:

- (a) Debt Service Fund.
- (b) Rebate Fund.

In addition, the Project Fund is held pursuant to the terms of the Assistance Agreement.

Section 502. Deposit of Bond Proceeds. The net proceeds received from the sale of the Bonds shall be deposited simultaneously with the delivery of the Bonds as set forth in the Final Terms Certificate.

Section 503. Application of Money in the Project Fund.

(a) Money in the Project Fund shall be used by the City solely for the purpose of (i) paying the costs of the Project in accordance with the plans and specifications therefor prepared by the City's engineers and (ii) paying the costs and expenses of issuing the Bonds.

(b) The City Manager or the Finance Director shall make withdrawals from the Project Fund upon satisfaction that such payment is being made for a purpose within the scope of this Ordinance and that the amount of such payment represents only the contract price of the property, equipment, labor, materials or service being paid for or, if such payment is not being made pursuant to an express contract, that such payment is not in excess of the reasonable value thereof. Nothing hereinbefore contained shall prevent the payment out of the Project Fund of all costs and expenses incident to the issuance of the Bonds.

(c) Upon completion of the Project, any surplus remaining in the Project Fund shall be transferred to and deposited in the Debt Service Fund.

Section 504. Application of Moneys in Debt Service Fund.

(a) All amounts paid and credited to the Debt Service Fund shall be expended and used by the City for the sole purpose of paying the principal or Redemption Price of and interest on the Bonds as and when the same become due and the usual and customary fees and expenses of the Paying Agent. The Finance Director is authorized and directed to withdraw from the Debt Service Fund sums sufficient to pay principal or Redemption Price of and interest on the Bonds as and when the same become due, and to forward such sums to the Paying Agent in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before 11:00 a.m. of the Business Day when such principal or Redemption Price, interest and fees of the Paying Agent will become due. If, through the lapse of time or otherwise, the Registered Owners of Bonds are no longer entitled to enforce payment of the Bonds or the interest thereon, the Paying Agent shall return said funds to the City. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Ordinance and shall be held in trust by the Paying Agent for the benefit of the Registered Owners of the Bonds entitled to payment from such moneys.

(b) Notwithstanding the foregoing, so long as the Bonds are held by the Purchaser, the Paying Agent shall transfer available funds pursuant to this Section to the Purchaser in accordance with the terms of the Assistance Agreement.

(c) Any moneys or investments remaining in the Debt Service Fund after the retirement of the Bonds shall be transferred and paid into the general fund of the City.

Section 505. Application of Money in the Rebate Fund.

(a) There shall be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Federal Tax Certificate. All money at any time deposited in the Rebate Fund shall be held in trust, to the extent necessary to satisfy the Federal Tax Certificate for payment to the United States of America, and neither the City nor the Registered Owner of any Bonds shall have any rights in or

claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Section and the Federal Tax Certificate.

(b) The City shall periodically determine the amount of arbitrage rebate due under Section 148(f) of the Code in accordance with the Federal Tax Certificate, and the City shall make payments to the United States of America at the times and in the amounts determined under the Federal Tax Certificate. Any money remaining in the Rebate Fund after redemption and payment of all of the Bonds and payment and satisfaction of any arbitrage rebate required pursuant to the Federal Tax Certificate, or provision made therefor, shall be released to the City.

Section 506. Deposits and Investment of Moneys.

(a) Moneys in each of the funds created by and referred to in this Ordinance shall be deposited in a bank or banks or other legally permitted financial institutions located in the State of Missouri that are members of the Federal Deposit Insurance Corporation. All such deposits shall be continuously and adequately secured by the financial institutions holding such deposits as provided by the laws of the State of Missouri. All moneys held in the funds created by this Ordinance shall be kept separate and apart from all other funds of the City so that there shall be no commingling of such funds with any other funds of the City.

(b) Moneys held in any fund referred to in this Ordinance may be invested by the City's Finance Director in accordance with the investment policy of the City, as such policy may be amended from time to time, in accordance with this Ordinance and the Federal Tax Certificate, in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any fund shall accrue to and become a part of such fund.

Section 507. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent all liability of the City to the Registered Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Registered Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Ordinance or on, or with respect to, said Bond. If any Bond is not presented for payment within one year following the date when such Bond becomes due at Maturity, the Paying Agent shall repay without liability for interest thereon, to the City the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the City, and the Registered Owner thereof shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the City shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 508. Payments Due on Saturdays, Sundays and Holidays. In any case where a Bond Payment Date is not a Business Day, then payment of the principal or Redemption Price of and interest on the Bonds need not be made on such Bond Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Bond Payment Date, and no interest shall accrue for the period after such Bond Payment Date.

ARTICLE VI

REMEDIES

Section 601. Remedies. The provisions of this Ordinance, including the covenants and agreements herein contained, shall constitute a contract between the City and the Registered Owners of the Bonds, and the Registered Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Registered Owners of Bonds similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Registered Owner or Owners against the City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Ordinance or by the Constitution and laws of the State of Missouri;

(b) by suit, action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Registered Owners of the Bonds.

Section 602. Limitation on Rights of Bondowners. The covenants and agreements of the City contained herein and in the Bonds shall be for the equal benefit, protection and security of the legal owners of any or all of the Bonds. All of the Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as to rate of interest, or date of Maturity or right of prior redemption as provided in this Ordinance. No one or more Bondowners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Registered Owners of such Outstanding Bonds.

Section 603. Remedies Cumulative. No remedy conferred herein upon the Bondowners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Registered Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies consequent thereon. No delay or omission of any Bondowner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Registered Owners of the Bonds by this Ordinance may be enforced and exercised from time to time and as often as may be deemed expedient. If any suit, action or proceedings taken by any Bondowner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or has been determined adversely to such Bondowner, then, and in every such case, the City and the Registered Owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Bondowners shall continue as if no such suit, action or other proceedings had been brought or taken.

Section 604. No Acceleration. Notwithstanding anything herein to the contrary, the Bonds are not subject to acceleration upon the occurrence of an event of default hereunder.

Section 605. No Obligation to Levy Taxes. Nothing contained in this Ordinance shall be construed as imposing on the City any duty or obligation to levy any taxes either to meet any obligation incurred hereunder or to pay the principal of or interest on the Bonds.

ARTICLE VII

DEFEASANCE

Section 701. Defeasance.

(a) When any or all of the Bonds or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Ordinance and all other rights granted hereby shall terminate with respect to the Bonds or scheduled interest payments thereon so paid and discharged. Bonds or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Ordinance if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State of Missouri and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Bonds or the interest payments thereon, in trust for and irrevocably appropriated thereto, money and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of and redemption premium, if any, on said Bonds and interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments; provided, however, that if any such Bonds are to be redeemed prior to their Stated Maturity, (i) the City has elected to redeem such Bonds, and (ii) either notice of such redemption has been given, or the City has given irrevocable instructions, or has provided for an escrow agent to give irrevocable instructions, to the Paying Agent to give such notice of redemption in compliance with **Section 302(a)**.

(b) Any money and Defeasance Obligations that at any time are deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the City, for the purpose of paying and discharging any of the Bonds, or the interest payments thereon, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Registered Owners of the Bonds, and such money shall be and is hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or other bank or trust company shall be deemed to be deposited in accordance with and subject to the provisions of this Ordinance.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 801. Tax Covenant. The City covenants and agrees to comply with all provisions and requirements of the Federal Tax Certificate, which is hereby approved, with such changes therein as shall be approved by the Mayor and the Finance Director, which officers are hereby authorized to execute the Federal Tax Certificate for and on behalf of the City, such officers' signatures thereon being conclusive evidence of their approval thereof.

Section 802. Annual Audit.

(a) Annually, promptly after the end of the Fiscal Year, the City will cause an audit to be made of its funds and accounts for the preceding Fiscal Year by an independent certified public accountant or firm of independent certified public accountants.

(b) Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the City Clerk. Such audits shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Registered Owner of any of the Bonds, or by anyone acting for or on behalf of such taxpayer or Registered Owner.

Section 803. Insurance. The City will carry and maintain fire and extended coverage insurance, either commercial or self-insured, upon all of the properties that constitute a part of the Project, insofar as the same are of an insurable nature. Such insurance will be in an amount at least equal to the lesser of (a) the amount of the Bonds then Outstanding or (b) the replacement cost thereof. In the event of loss or damage, the City, with reasonable dispatch, will use the proceeds of such insurance to reconstruct and replace the property damaged or destroyed. If reconstruction or replacement is unnecessary, the City will deposit the proceeds of such insurance into the Debt Service Fund.

Section 804. Amendments.

(a) The rights and duties of the City and the Bondowners, and the terms and provisions of the Bonds or of this Ordinance, may be amended or modified at any time in any respect by ordinance of the City with the written consent of the Registered Owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Registered Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the City Clerk, but no such modification or alteration shall:

- (i) extend the maturity of any payment of principal or interest due upon any Bond;
- (ii) alter the optional Redemption Date of any Bond;
- (iii) effect a reduction in the amount which the City is required to pay as principal of or interest on any Bond;
- (iv) permit preference or priority of any Bond over any other Bond; or
- (v) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Ordinance.

(b) Any provision of the Bonds or of this Ordinance may, however, be amended or modified by ordinance duly adopted by the City Council at any time in any legal respect with the written consent of the Registered Owners of all of the Bonds at the time Outstanding.

(c) Without notice to or the consent of any Bondowners, the City may amend or supplement this Ordinance for the purpose of curing any formal defect, omission, inconsistency or ambiguity therein or in connection with any other change therein which is not materially adverse to the interests of the Bondowners.

(d) Every amendment or modification of the provisions of the Bonds or of this Ordinance, to which the written consent of the Bondowners is given, as above provided, shall be expressed in an ordinance adopted by the City Council amending or supplementing the provisions of this Ordinance and shall be deemed to be a part of this Ordinance. A certified copy of every such amendatory or supplemental ordinance, if any, and a certified copy of this Ordinance shall always be kept on file in the office of the City Clerk, shall be made available for inspection by the Registered Owner of any Bond or a

prospective purchaser or owner of any Bond authorized by this Ordinance, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental ordinance or of this Ordinance will be sent by the City Clerk to any such Bondowner or prospective Bondowner.

(e) Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the City Clerk a copy of the ordinance of the City hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Registered Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

(f) The City shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Ordinance which affects the duties or obligations of the Paying Agent under this Ordinance.

Section 805. Notices, Consents and Other Instruments by Bondowners.

(a) Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Bondowners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Bondowners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds (other than the assignment of the ownership of a Bond as provided for in the form of Bond set forth in **Exhibit A** attached hereto), if made in the following manner, shall be sufficient for any of the purposes of this Ordinance, and shall be conclusive in favor of the City and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(i) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(ii) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.

(b) In determining whether the Registered Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Ordinance, Bonds owned by the City shall be disregarded and deemed not to be Outstanding under this Ordinance, except that, in determining whether the Bondowners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Bondowners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Bondowners the pledgee's right so to act with respect to such Bonds and that the pledgee is not the City.

Section 806. Electronic Transactions. The transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 807. Further Authority. The officers of the City, including the Mayor, City Manager, Finance Director and City Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of

this Ordinance and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 808. Parties Interested Herein. Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give or grant to, any person or entity, other than the City, the Paying Agent and the Bondowners, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City, the Paying Agent and the Bondowners.

Section 809. Severability. If any section or other part of this Ordinance, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Ordinance.

Section 810. Governing Law. This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 811. Emergency Ordinance. This Ordinance is adopted as an emergency measure so that the effective date corresponds to the issuance of the Bonds.

Record of Passage:

A. Bill Number 6370 was introduced and read the first time on the 24th day of February, 2024.

B. Bill Number 6370 was read the second time and discussed his 24th day of February, 2025, and voted as follows:

Baker _____, Leible _____, Lindsey _____, Robinson _____,

Teachout _____, Williams _____, and Turnbow _____,

hereby being _____.

C. Upon passage by a two-thirds majority of the Council, this Bill shall become Ordinance Number 6370 and shall be in full force and effect from and after February 24, 2025.

Greg Turnbow, Mayor

Approved As To Form
Tabatha Graham, City Counselor

Seal/Attest:

Rhonda Council, City Clerk

**EXHIBIT A
TO ORDINANCE**

(FORM OF BONDS)

**UNITED STATES OF AMERICA
STATE OF MISSOURI**

**Registered
No. _____**

**Registered
\$ _____**

**CITY OF SIKESTON, MISSOURI
SPECIAL OBLIGATION BOND
SERIES 2025**

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated Date</u>	<u>CUSIP Number</u>
_____ %			_____

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ **DOLLARS**

THE CITY OF SIKESTON, MISSOURI, a constitutional charter city and political subdivision of the State of Missouri (the "City"), for value received, hereby acknowledges itself to be indebted and promises to pay to the registered owner shown above, or registered assigns, the principal amount shown above on the maturity date shown above unless called for redemption prior to said maturity date and to pay interest thereon at the interest rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months) from the Dated Date shown above or from the most recent interest payment date to which interest has been paid or duly provided for. Interest is payable semiannually on February 1 and August 1 in each year, beginning on August 1, 2025, until said principal amount has been paid.

The principal or Redemption Price of this Bond shall be paid at maturity or upon earlier redemption by check, electronic transfer or draft to the person in whose name this Bond is registered at the maturity date or Redemption Date thereof, upon presentation and surrender of this Bond at the office of the Finance Director of the City (the "Paying Agent"), or such other office designated by the Paying Agent. The interest payable on this Bond on any interest payment date shall be paid to the person in whose name this Bond is registered on the registration books maintained by the Paying Agent at the close of business on the Record Date for such interest, which shall be the 15th day (whether or not a Business Day) of the calendar month next preceding the interest payment date. Such interest shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or (b) by electronic transfer to such Registered Owner upon written notice given to the Paying Agent by such Registered Owner not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, the bank's ABA routing number and the account number to which such Registered Owner wishes to have such transfer directed and an

acknowledgment that an electronic transfer fee may be applicable. The principal or Redemption Price of and interest on the Bonds shall be payable by check or draft in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

This Bond is one of an authorized series of bonds of the City designated “Special Obligation Bonds, Series 2025,” aggregating the principal amount of \$_____ (the “Bonds”), issued by the City for the purpose of providing funds to (a) pay the costs of the Project and (b) pay the costs of issuing the Bonds. The Bonds are issued under the authority of and in full compliance with the City’s Charter and the Constitution and laws of the State of Missouri, and pursuant to an ordinance duly passed (the “Ordinance”) and proceedings duly and legally had by the governing body of the City. *Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Ordinance.*

At the option of the City, the Bonds or portions thereof maturing on February 1, 2036 and thereafter may be called for redemption and payment prior to their Stated Maturity on February 1, 2035 and thereafter as a whole or in part at any time in such order of maturity as shall be determined by the City (Bonds of less than a full maturity to be selected in multiples of \$5,000 in such equitable manner as the Paying Agent shall designate), at the redemption price of 100% of the principal amount thereof, plus accrued interest thereon to the redemption date.

Notice of redemption, unless waived, is to be given by the Paying Agent by mailing an official redemption notice by first class mail at least 30 days but not more than 60 days prior to the Redemption Date to each Registered Owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register maintained by the Paying Agent. Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall, on the Redemption Date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the City defaults in the payment of the Redemption Price) such Bonds or portions of Bonds shall cease to bear interest.

The Bonds are special obligations of the City payable as to both principal and interest solely from annual appropriations of funds by the City for such purpose. The obligation of the City to make payments into the Debt Service Fund and any other obligations of the City to make payments under the Ordinance do not constitute a general obligation or indebtedness of the City for which the City is obligated to levy or pledge any form of taxation, or for which the City has levied or pledged any form of taxation and shall not be construed to be a debt of the City in contravention of any applicable constitutional, statutory or charter limitation or requirement but in each Fiscal Year shall be payable solely from the amounts pledged or appropriated therefor from (i) the income and revenues provided for such year and (ii) any unencumbered balances for previous years.

The Bonds are issuable in the form of fully-registered Bonds in the denominations of \$5,000 or any integral multiple thereof.

The Bonds may be transferred in whole only, and the Registered Owner agrees that it will only offer, sell, pledge, transfer or exchange this Bond (a) in accordance with an available exemption from the registration requirements of Section 5 of the Securities Act of 1933, as amended, (b) in accordance with any applicable state securities laws, (3) to an institution that is an “accredited investor” as defined in Regulation D under the Securities Act of 1933, as amended, and/or a “qualified institutional buyer” under Rule 144A promulgated under the Securities Act of 1933, as amended, and (4) in accordance with the provisions of the Ordinance. This Bond may be transferred or exchanged only on the Bond Register kept for that purpose at the office of the Paying Agent, upon surrender of this Bond together with a written instrument of transfer or authorization for exchange satisfactory to the Paying Agent duly executed by the Registered Owner or the Registered Owner’s duly authorized agent, and thereupon a new Bond or Bonds

in any authorized denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Ordinance and upon payment of the charges therein prescribed. The City and the Paying Agent may deem and treat the Person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or Redemption Price hereof and interest due hereon and for all other purposes and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Ordinance until the Certificate of Authentication hereon has been executed by the Paying Agent.

IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions and things required to be done and to exist precedent to and in the issuance of the Bonds have been done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Missouri.

IN WITNESS WHEREOF, the **CITY OF SIKESTON, MISSOURI**, has caused this Bond to be executed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk and its official seal to be affixed or imprinted hereon.

CERTIFICATE OF AUTHENTICATION

CITY OF SIKESTON, MISSOURI

This Bond is one of the Bonds of the issue described in the within-mentioned Ordinance.

By: _____
Mayor

Registration Date: _____

Finance Director of Sikeston, Missouri,
as Paying Agent

(Seal)

ATTEST:

City Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ agent to transfer the within Bond on the books kept by the Paying Agent for the registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular.

Medallion Signature Guarantee:

**EXHIBIT B
TO ORDINANCE**

PARAMETERS OF BOND SALE

1. Original Principal Amount: Not to exceed \$7,500,000.
2. Final Maturity: The Bonds shall mature not later than February 1, 2055.
3. True Interest Cost: Not to exceed 5.50%. “True Interest Cost” means the interest rate necessary to discount the debt service payments from the payment dates to the delivery date of the Bonds to an amount equal to the purchase price paid to the City. True Interest Cost is expressed as an annual percentage rate, and present value is computed on a semiannual basis using a 30/360 day-count convention.
4. Weighted Average Maturity: Not less than 15 years and not greater than 21 years.

**EXHIBIT C
TO ORDINANCE**

FINAL TERMS CERTIFICATE

The undersigned, Mayor of the City of Sikeston, Missouri (the “City”), hereby executes this Final Terms Certificate pursuant to **Section 210** of the Ordinance adopted by the City Council of the City on February 24, 2025 (the “Ordinance”) authorizing the issuance of not to exceed \$7,500,000 principal amount of the City’s Special Obligation Bonds, Series 2025 (the “Bonds”). *Capitalized terms used herein shall have the meanings assigned to such terms in the Ordinance.*

1. Original Principal Amount. The Bonds are issued in the original principal amount of \$_____.
2. Final Maturity of the Bonds. The final maturity of the Bonds is February 1, 20_____.
3. True Interest Cost. The True Interest Cost of the Bonds is _____%.
4. Weighted Average Maturity. The weighted average maturity of the Bonds is _____ years.
5. Maturity Schedule. The Bonds will mature on the dates and in the amounts and bear interest at the rates ***attached hereto***.
6. Deposit of Bond Proceeds. The net proceeds received from the sale of the Bonds shall be deposited simultaneously with the delivery of the Bonds, as follows:
 - (a) Any amount received on account of accrued interest on the Bonds shall be paid and credited to the Debt Service Fund and applied in accordance with **Section 503** of the Ordinance.
 - (b) The sum of \$_____ from Bond proceeds shall be deposited in the Project Fund and applied in accordance with **Section 503** of the Ordinance.

Dated this _____ day of March, 2025.

CITY OF SIKESTON, MISSOURI

By: _____
Greg Turnbow, Mayor

**EXHIBIT D
TO ORDINANCE**

ASSISTANCE AGREEMENT
[To be attached]

TRANSPORTATION DEVELOPMENT DISTRICT DISSOLUTION AGREEMENT

THIS TRANSPORTATION DEVELOPMENT DISTRICT DISSOLUTION AGREEMENT (the "Agreement") is made and entered into by and between the CITY OF SIKESTON, MISSOURI (the "City"), a fourth-class city and political subdivision of the State of Missouri, the MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION ("MHTC"), an agency of the Executive Branch of the State of Missouri, and the NORTH MAIN/MALONE TRANSPORTATION DEVELOPMENT DISTRICT (the "District"), a transportation development district and political subdivision of the State of Missouri.

WITNESSETH:

WHEREAS, the District is a transportation development district and political subdivision of the State of Missouri, created and existing under the Missouri Transportation Development District Act, Sections 238.200 through 238.280 of the Revised Statutes of Missouri, as amended (the "TDD Act"), for the purpose of funding, promoting, planning, designing, constructing, improving, maintaining, and operating bridge, street, road, highway, access road, interchange, intersection, signing, signalization, parking lot, bus stop, station, garage, terminal, hangar, shelter, rest area, dock, wharf, lake or river port, airport, railroad, light rail, or public mass transportation system and any similar related improvement or infrastructure; and

WHEREAS, the City is a charter city and political subdivision of the State of Missouri and a local transportation authority as defined in the TDD Act; and

WHEREAS, the District was formed pursuant to the TDD Act, a petition (the "Petition") was filed with the Circuit Court of the County of Scott, State of Missouri (the "Circuit Court") seeking to form a transportation development district under the TDD Act, an Amended Judgment and Order was entered by the Circuit Court on January 31, 2005 (the "Order") for the purpose of funding the Transportation Projects (as defined in the TDD Order and herein) to serve the District and imposing a TDD Sales Tax (as defined herein) to pay the costs of the Transportation Projects; and

WHEREAS, MHTC is an agency of the Executive Branch of the State of Missouri and improvements were made by the District on MHTC right of way and property; and

WHEREAS, the District desires to dissolve, pursuant to § 238.275 RSMo.; and

WHEREAS, the District has remaining certain funds as well as the possibility of revenues which are currently owed to the District but have not yet been received; and

WHEREAS, pursuant to § 238.275.5(1) RSMo., upon dissolution the District is authorized to transfer any remaining funds to MHTC or any appropriate local transportation authority assuming maintenance and control of the project, for its further use and disposition; and

WHEREAS, MHTC and the City are willing to assume the responsibility for maintenance of all improvements made in each of their respective rights-of-way.

NOW THEREFORE, in consideration of the mutual promises, covenants, and representations contained herein, the Parties do hereby agree as follows:

(1) TRANSFER TO MHTC: The District will transfer to MHTC an amount equal to two-thirds of the TDD's remaining funds. Said payment will be made from whatever funds the District has on hand and only to the extent that such funds are available. Payment will be made to "Director of Revenue-Credit State Road Fund" and payment will be forwarded to MHTC's chief counsel, Rich Tiemeyer, at 105 West Capitol Avenue, Jefferson City, Missouri 65102.

(2) TRANSFER TO CITY: The District will transfer all of its remaining funds to the City. In addition, any receipts received by the district which were owed prior to the dissolution but not yet received upon the dissolution shall be transferred to the City upon receipt. Parties agree that the right of the City to receive any future revenues shall survive the dissolution of the District.

(3) FUTURE MAINTENANCE COSTS: MHTC hereby agrees to assume all future costs of maintenance of infrastructure placed on MHTC property or right-of-way by the District. The City agrees to assume all future costs of maintenance of infrastructure on City property or right-of-way within the District.

(4) RELEASE FROM FUTURE MAINTENANCE RESPONSIBILITY: Upon the dissolution of the District, MHTC and City release the District from any further responsibility to maintain the infrastructure on MHTC property or right-of-way or on City property or right-of-way.

(5) APPLICABLE LAW AND VENUE: The laws of the state of Missouri shall apply to the interpretation and enforcement of this Agreement. All parties to this Agreement consent to the exclusive jurisdiction of the Circuit Court to resolve any and all conflicts that arise from this Agreement or are contemplated by this Agreement.

(6) SEVERABILITY: The agreements and covenants contained herein are severable, and in the event any portion thereof is held to be invalid or unenforceable by any court of competent jurisdiction, this Agreement shall continue in full force and effect and shall be interpreted as if such invalid agreement or covenant were not contained herein.

(7) MODIFICATION OF AGREEMENT: No modification of this Agreement shall be valid unless in writing, signed by the parties hereto.

(8) WAIVER: Any waiver by either party of any breach of any term or condition of this Agreement shall not operate as a waiver of any other breach of such term or condition or of any other term or condition, nor shall any failure to enforce such provision hereof operate as waiver of such provision or of any provision hereof, nor constitute nor be deemed a waiver of release of any other party for anything arising out of, connected with, or based upon this agreement.

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

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

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

this Agreement.

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

(13) NO ADVERSE INFERENCE: This Agreement shall not be construed more strongly against one party or the other. The parties to this Agreement had equal access to, input with respect to, and influence over the provisions of this Agreement. Accordingly, no rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this Agreement.

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

[Remainder of page intentionally left blank.]

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

Executed by the City this ___ day of _____, 2024.

Executed by MHTC this ___ day of _____, 2024.

Executed by the District this ___ day of _____, 2024.

**MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION**

CITY OF SIKESTON, MISSOURI

By: _____

By: _____

Title: _____

Title: Mayor

ATTEST:

ATTEST:

Secretary of the Commission

By: _____

Title: City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Commission Counsel

By: _____

Title: City Attorney

Ordinance Number: _____

(SEAL)

**NORTH MAIN/MALONE TRANSPORTATION
DEVELOPMENT DISTRICT**

By: _____

Title: Chairman

ATTEST:

By: _____

Title: Secretary

(SEAL)

CERTIFICATE

I, the undersigned, hereby certify that the above and foregoing is a true and correct copy of the Ordinance of the City of Sikeston, Missouri, adopted by the City Council on February 24, 2025, authorizing the issuance of not to exceed \$7,500,000 principal amount of Special Obligation Bonds, Series 2025, as the same appears of record in my office, and that said Ordinance has not been modified, amended or repealed and is in full force and effect as of this date.

DATED: March ____, 2025

(Seal)

City Clerk of the City of Sikeston, Missouri

Council Letter

Council Letter: 25-02-24

Originating Department: Governmental Services

Subject: First Reading Bill #6371, Re-adoption of Fair Housing Policy

To the Mayor and City Council:

Attachments:

1. Bill 6371

Action Options:

1. Conduct first reading of Bill 6371
2. Other actions as Council may deem appropriate

Background:

Bill 6371 calling for the re-adoption of the City's Fair Housing Policy is being submitted for first reading. Annual re-adoption of this policy is required to maintain compliance with State CDBG funding requirements. Bill 6371 defines discriminatory practices and establishes a Fair Housing Committee to hear violations of municipal Fair Housing Complaints and eliminate alleged discriminatory practice by conference and conciliation. (The Housing Authority Board of Commissioners serves as the Fair Housing Committee.)

2nd reading of this bill has been scheduled for March 3, 2025.

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6371, PROVIDING "FAIR HOUSING" FOR THE CITY OF SIKESTON, MISSOURI, DEFINING DISCRIMINATORY HOUSING PRACTICES, AND CREATING A FAIR HOUSING COMMITTEE.

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: Declaration of Policy: The City Council of the City of Sikeston hereby declares it to be the public policy of the City to eliminate discrimination and safeguard the right of any person to sell, purchase, lease, rent or obtain real property without regard to race, sex, color, national origin, ancestry, religion, religious affiliation, handicap and without regard to whether a family has children. This ordinance shall be deemed an exercise of the police powers of the City of Sikeston, Missouri, for the protection of the public welfare, prosperity, health and peace of the people of Sikeston.

SECTION III. Definitions. For the purpose of this ordinance, the following terms, phrases, words and their derivations shall have the meaning given herein unless the context otherwise indicates.

- A. Person shall include any individual, firm, partnership or corporation.
- B. Aggrieved Person shall include any person who is attempting to provide housing for himself and/or his family in the City of Sikeston, Missouri.
- C. Discriminate shall mean distinctions in treatment because of race, sex, color, religion, handicap, familial status or national origin of any person.

SECTION IV. Discriminatory Practices. It shall be a discriminatory practice and a violation of this ordinance for any person to:

- A. Refuse to sell or rent after the making of a bona fide offer, or to refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny, a dwelling to any person because of race, sex, color, religion, religious affiliation, handicap, familial status, or national origin of any person.
- B. Discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of race, sex, color, religion, religious affiliation, handicap, familial status, or national origin.
- C. Make, print, or publish, or cause to be made, printed or published any notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on race, sex, color, religion, religious affiliation, handicap, familial status, or national origin, or an intention to make any such preference, limitation, or discrimination.
- D. Represent to any person because of race, sex, color, religion, religious affiliation, handicap, familial status, or national origin that any dwelling is not available for inspection, sale or rental when such dwelling is in fact so available.
- E. For profit, to induce or attempt to induce any person to sell or rent any dwelling by representations regarding the entry or prospective entry into the neighborhood of a person or persons of a particular race, sex, color, religion, religious affiliation, handicap, familial status, or national origin.
- F. Bars discrimination in the sale or rental of housing on the basis of a handicap, and requires the design and construction of new multi-family dwelling with four (4) or more units to meet certain adaptability and

accessibility requirements.

- G. Bars discrimination in the sale or rental of housing because a family has children, but exempts certain types of buildings that house older persons, e.g. Section 202 housing.

SECTION V: Discrimination in the Financing of a House. It shall be unlawful for any bank, building and loan association, insurance company or other corporation, association, firm or enterprise whose business consists in whole or in part in the making of commercial real estate loans, to deny a loan to a person applying therefore for the purpose of purchasing, constructing, repairing, or maintaining a dwelling, or discriminate against any person in the fixing of the amount or conditions of such loan, because of the race, sex, color, religion, religious affiliation, handicap, familial status, or national origin of such person or of any person associated with him in connection with such financing.

SECTION VI. Exemptions. The provisions of this ordinance and particularly Section IV hereof, shall not apply to the following:

- A. The sale or rental of a dwelling unit in a building, which contains housing accommodations with no more than four (4) families living independently of each other, if the owner resides in one of the units.
- B. Housing need not be made available to a person who is a direct threat to the health or safety of others or who currently uses illegal drugs.
- C. Religious organizations and private clubs may limit the sale, rental or occupancy of housing owned or operated for other than a commercial purpose, to their members.
- D. Any single family house sold or rented by an owner provided that such house is sold or rented:
 - 1. without the use of sales or rental facilities or services of real estate brokers, agents, salesmen, or persons in the business of selling or renting dwelling, and
 - 2. without the publication, posting or mailing of any advertisement in violation of Section 3c of this ordinance.

provided however, that:

- 1. nothing in this provision shall prohibit the use of attorneys, escrow agents, abstractors, title companies, and other such professional assistance as necessary to perfect or transfer the title, and
 - 2. that any such private individual owner does not own any interest in, nor is there owned or reserved on his behalf, under any express or voluntary agreement, title to or any right to all or a portion of the process, from the sale or rental of more than three such single family houses at any one time.
- E. For the purposes of subsection e, a person shall be in the business of selling or renting dwelling if:
 - 1. he has, within the preceding twelve months, participated as a principal in three or more transactions involving the sale or rental of any dwelling or any interest therein, or
 - 2. he has, within the preceding twelve months, participated as an agent, other than in the sale of his own personal residents in providing sales or rental facilities or sales or rental services in two or more transactions involving the sale or rental of any dwelling or any interest therein, or
 - 3. he is the owner of any dwelling designed or intended for occupancy, by or occupied by five or more families.

SECTION VII. Administration:

- A. There is hereby created a Fair Housing Committee whose membership shall consist of five members, who shall be appointed by the Mayor of the City with the approval of the City Council.

- B. Every complaint of a violation of this ordinance shall be referred to the Fair Housing Committee. The Fair Housing Committee shall forthwith notify the person against whom the complaint is made. The identity of the aggrieved person shall be made known to the person against whom the complaint is made at that time. If the Fair Housing Committee, after investigation, finds there is no merit to the complaint, the same shall be dismissed. If the Fair Housing Committee finds that there is merit in the complaint, in their opinion, then and in that event, the Fair Housing Committee will endeavor to eliminate the alleged discriminatory practice by conference and conciliation.
- C. If the Fair Housing Committee is unable to eliminate the alleged discriminatory practice by a conference and conciliation, then and in the event, the Fair Housing Committee shall forward said complaint to the City Attorney for handling. The final determination of whether or not to prosecute on said complaint shall be left to the City Attorney.

SECTION VIII. Enforcement.

- A. Any person convicted of a violation of this ordinance shall be punished by a fine of not more than two hundred (\$200.00) or confinement in the County jail for not more than thirty (30) days, or both such fine and imprisonment.
- B. The City Attorney, instead of filing a complaint in Municipal Court of said City, may, as an alternative remedy, seek to have the alleged discriminatory practices abated by an action for an injunction to be maintained in the appropriate Circuit Court of the State of Missouri.

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

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

SECTION XI: Savings Clause. This ordinance shall not affect violations of any other ordinance, code or regulation of the City of Sikeston existing prior to the effective date hereof. Any such violations shall be governed and shall continue to be punishable to the full extent of the law under the provisions of those ordinances, codes or regulations in effect at the time the violation was committed.

SECTION XII: Record of Passage:

- A. Bill Number 6371 was introduced and read the first time this 24th day of February 2025.
- B. Bill Number 6371 was read the second time and discussed this 3rd day of March 2025, and voted as follows:

Williams, _____, Lindsey, _____, Teachout, _____,
Baker _____, Leible, _____, Robison, _____,
Turnbow, _____, thereby being
_____, and
becoming ordinance 6371.
- C. Ordinance 6371 shall be in full force and effect from and after April 2, 2025.

Greg Turnbow, Mayor

Approved as to form
Tabatha Graham, City Counselor

Seal / Attest

Rhonda Council, City Clerk

Council Letter

Date of Meeting: 25-02-24

Originating Department: Department of Public Safety/Fire Division

To the Mayor and City Council:

Subject: Bill 6369, Amend Title V, Chapter 500, Article IV – Fire Code (Knox Box)

Attachment(s):

1. Bill 6369

Action Options:

1. 2nd Reading & Consideration of Bill 6369
2. Other action Council may deem appropriate

Background:

Sikeston DPS Fire Division would like to add to the current minimum regulations and code. The current code under International Code Council / International Fire Code is set as a minimum standard. Fire Division Supervision and Fire Safety Inspection have had in practice requiring the attached regulations prior to this proposal. This would be putting these practices into writing so it can be easily referenced by outside vendors.

The Knox Box is a key box located on the building where it is accessible to DPS Supervision. This update would outline when and what occupancies are required to install the required key box.

It has been reviewed by local peers in the fire and safety service who agree the requirements are acceptable and do not lessen the current safety standards.

Staff seeks Council's approval of this bill.

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6369 AND SHALL AMEND TITLE V, CHAPTER 500, ARTICLE IV – FIRE CODE - IN THE MUNICIPAL CODE OF THE CITY OF SIKESTON, MISSOURI.

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

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

SECTION II: Section 500.230 – Additions, Insertions and Changes – shall be amended as follows:

Section 500.230. Additions, Insertions and Changes.

C. The following is an addition to the minimum requirements as adopted by the 2018 International Fire Code:

1. Any commercial operated building with an occupancy (A, B, E, F, H, I, M, R, S, AND U) under regulation by the City of Sikeston shall be required to install a KNOX BOX. This will be accessible to all Sikeston Department of Public Safety officials.
2. The key box will not be required on stand alone buildings where there is no risk of fire impinging on neighboring buildings who are more than 30 feet. The 30 feet creates a safe distance to guard against wind driven fires.
3. The key box will not be required on personal single or multi family dwellings.
4. Contents of the key box will require a updated key capable of granting access by Sikeston Department of Public Safety Officials to the structure or lot and any other buildings or elevators where life safety could be effected.
5. The Knox Box needs to be purchased from knoxbox.com as it is a UL 1037 tested product.
6. The Knox Box should be mounted in a position approved by the Fire Marshal.

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

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

SECTION V: Record of Passage

- A. Bill Number 6369 was introduced and read the first time this 3rd day of February, 2025.
- B. Bill Number 6369 was read the second time and discussed this 24th day of February, 2025, and voted as follows:

Lindsey, _____, Baker, _____, Leible, _____, Robison, _____
 Teachout, _____, Williams, _____, and Turnbow _____,
 hereby being _____,
 becoming ordinance 6369.

- C. Ordinance 6369 shall be in full force and effect from and after March 26th, 2025.

Greg Turnbow, Mayor

Seal/Attest

Approved as to form
Tabatha Graham, City Counselor

Rhonda Council, City Clerk

Council Letter

Date of Meeting: 25-02-24

Originating Department: Department of Public Safety/Fire Division

To the Mayor and City Council:

Subject:

Authorization to accept grant funds and make purchases

Attachments:

1. Quote for Bipod Conversion Kit
2. Quote for 5 Personal Voltage detectors
3. Subaward Agreement from Regional Planning Commission

Action Options:

Request approval to accept grant funds and make purchases

Background:

Sikeston Department of Public Safety (Fire Division) was awarded Regional Homeland Security grant funding for the purchase of items which enhance current equipment in service and provide additional capabilities.

Bipod Conversion Kit	\$6195.00
5 Personal Voltage detectors	\$2999.95
Total	\$9194.95

These Funds do not require additional match or funds from the city.

The Bipod Conversion Kit works with current Paratech Rescue strut equipment. This gives the possibilities to create high angle points of contact in Technical Rescue situations.

The personal voltage detectors are used to detect voltage when operating in areas with downed power lines or even in buildings where electric service may be compromised.



PARTS QUOTE
 Quote: 39097
 Date / Time: 5/31/2024 8:50:59AM
 Customer: 586965
 Branch: MAIN
 Quote Total: \$6,195.00
 Page 1 of 1

Bill To: CITY OF SIKESTON
 ATTN:A/P
 105 E. CENTER
 SIKESTON, MO 63801

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

Shop: 673-471-2560 Fax: 573/471-1526 Email: JBRITTON@SIKESTON.ORG

Customer P/O: Z. Haskin Inside Sism: Joahh Delivery Method: Direct Ship

Part / Mloc	Description / Ref Number	U/M	Quantity	Price	Extended Price
22-796810	BIPOD CONVERSION KIT INCL	Each	1	6,195.00	6,195.00

* Freight will be added to Invoice.

Customer Tax ID: 12493689

Quote Subtotal:	\$6,195.00
Total Tax:	\$0.00
Quote Total:	\$6,195.00

Issues with product received on this invoice need to be reported to customerservice@bannerfire.com within 10 business days.

Custom, Electronic, Electrical, or Special-Order Items are Non-Returnable, Non-Refundable.

Returns must be approved with a return authorization number before returning. Banner Fire is not responsible for items returned without a return authorization. All returns are subject to a 30% restocking fee.

Past due balances are subject to finance charges.

*****IMPORTANT CHANGE 11/01/2023*****

As of 11/01/2023 Invoices paid with a credit card will automatically be charged a 4% Credit Card Processing Fee

GME Supply Co

1391 E Boone Industrial Blvd
Columbia, MO 65202
(718) 210-3913

Cart #: 4675802

QTY	PRODUCT NAME	SUBTOTAL
-----	--------------	----------



Greenlee V-Watch Personal Voltage Detector

Ships in 1+ month

[Click here for similar in stock item](#)

5		\$2,999.95 x
---	--	--------------

Subtotal:		\$2,999.95
-----------	--	------------

afterpay available for orders between \$1 - \$2,000

Your order qualifies for FREE shipping

Checkout

Chat

SUBAWARD AGREEMENT

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

DATE January 10, 2025	
FEDERAL IDENTIFICATION NUMBER EMW-2024-SS-05013	OHS CONTROL NUMBER 05-10
UEI NUMBER C252AHSK7KL3	

SUBRECIPIENT NAME City of Sikeston		FEDERAL AWARD DATE 09/01/2024	
ADDRESS 105 E Center			
CITY Sikeston	STATE MO	ZIP CODE 63801	
TOTAL AMOUNT OF THE FEDERAL AWARD \$9,194.95		AMOUNT OF FEDERAL FUNDS OBLIGATED BY THIS ACTION \$9,194.95	
TOTAL AMOUNT OF FEDERAL FUNDS OBLIGATED TO THE SUBRECIPIENT \$9,194.95		TOTAL APPROVED COST SHARING OR MATCHING \$0.00	
PROJECT PERIOD FROM 09/01/2024	PROJECT PERIOD TO 08/31/2026	FEDERAL AWARD DATE 09/01/2024	
PROJECT TITLE Sikeston HSRT		FUNDED BY FY 2024 Homeland Security Grant Program	
FEDERAL AWARDOING AGENCY Department of Homeland Security	PASS THROUGH ENTITY DHS/FEMA/DPS/SEMO RPC	IS THIS AWARD R&D YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	INDIRECT COST RATE YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> AMOUNT
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER 97.067		METHOD OF PAYMENT (Reimbursement -- Advanced) Reimbursement	

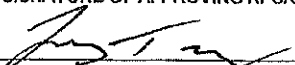
CONTACT INFORMATION

SEMO RPC GRANT SPECIALIST	SUBRECIPIENT PROJECT DIRECTOR
NAME Leslie Seabaugh	NAME John Broom
E-MAIL ADDRESS lseabaugh@semorpc.org	ADDRESS (If different from above) 201 S. Kingshighway
TELEPHONE 573-547-8357	CITY, STATE AND ZIP CODE Sikeston MO 63801
PROGRAM MANAGER Jeremy Tanz	TELEPHONE 573-471-6200
	E-MAIL ADDRESS jbroom@sikeston.org

SUMMARY DESCRIPTION OF PROJECT Purchase 1 bipod kit; 5 voltage detectors

AWARDING AGENCY APPROVAL

SUBRECIPIENT AUTHORIZED OFFICIAL

TYPED NAME AND TITLE OF RPC/COG OFFICIAL Jeremy Tanz, Executive Director		TYPED NAME & TITLE OF SUBRECIPIENT AUTHORIZED OFFICIAL Jonathan Douglas, City Manager	
SIGNATURE OF APPROVING RPC/COG OFFICIAL 	DATE 1-13-25	SIGNATURE OF SUBRECIPIENT AUTHORIZED OFFICIAL	DATE

THIS SUBAWARD IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS SUBAWARD AGREEMENT THE SUBRECIPIENT IS AGREEING TO READ AND COMPLY WITH ALL SPECIAL CONDITIONS.

GRANT PROGRAM FY 2024 State Homeland Security Program	SUBRECIPIENT City of Sikeston
AWARD NUMBER EMW-2024-SS-05013-05-10	DATE January 10, 2025
SUBAWARD AGREEMENT ARTICLES OF AGREEMENT	

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Article 1 – Summary Description of Award

The purpose of the FY 2024 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

Article 2 – General Acknowledgements and Assurances

All subrecipients are required to follow the applicable revisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located at 2 C.F.R. Part 200 and adopted by DHS at 2 C.F.R. 3002.10.

All subrecipients must acknowledge and agree to provide DHS/DPS/OHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. 200.337.

1. Subrecipients must cooperate with any DHS/DPS/OHS compliance reviews or compliance investigations.
2. Subrecipients must give DHS/DPS/OHS access to examine and copy records, accounts and other documents and sources of information related to the federal financial assistance award and permit access to facilities and personnel.
3. Subrecipients must submit timely, complete, and accurate reports to the appropriate DHS/DPS/OHS officials and maintain appropriate backup documentation to support the reports.
4. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions and/or federal awarding agency program guidance.

Article 3 – Acknowledgement of Federal Funding from DHS

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

Article 4 – Activities Conducted Abroad

Subrecipients must coordinate with appropriate government authorities when performing project activities outside the United States and obtain all appropriate licenses, permits, or approvals.

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Article 5 – Age Discrimination Act of 1975

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

Article 6 – Americans with Disabilities Act of 1990

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

Article 7 – Best Practices for Collection and Use of Personally Identifiable Information (PII)

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

Article 8 – Civil Rights Act of 1964 – Title VI

Subrecipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Subrecipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

Article 9 – Civil Rights Act of 1968

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

Article 10 – Copyright

Subrecipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. section 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

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Article 11 – Debarment and Suspension

Subrecipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180, as adopted by DHS at 2 C.F.R. Part 3000. These regulations prohibit subrecipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article 12 – Drug-Free Workplace Regulations

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

Article 13 – Duplicative Costs

Subrecipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. section 200.403(f)). However, subrecipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article 14 – Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

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

Article 15 – E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Subrecipient State or local law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Subrecipient State or local law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

Article 16 – Energy Policy and Conservation Act

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

Article 17 – False Claims Act and Program Fraud Civil Remedies

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

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Article 18 – Federal Debt Status

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

Article 19 – Federal Leadership on Reducing Text Messaging while Driving

Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving subrecipient-owned, subrecipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Subrecipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of E.O. 13513.

Article 20 – Fly America Act of 1974

Subrecipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: [Certificated Air Carriers List US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list](https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list)) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article 21 – Hotel and Motel Fire Safety Act of 1990

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

Article 22 – John S. McCain National Defense Authorization Act of Fiscal Year 2019

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

Article 23 – Limited English Proficiency (Civil Rights Act of 1964, Title VI)

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

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Article 24 – Lobbying Prohibitions

Subrecipients must comply with 31 U.S.C. section 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the subrecipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article 25 – National Environmental Policy Act

Subrecipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) NEPA and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article 26 – Nondiscrimination in Matters Pertaining to Faith-Based Organizations

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

Article 27 – Non-Supplanting Requirement

Subrecipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

Article 28 – Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All subrecipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

Article 29 – Patents and Intellectual Property Rights

Subrecipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. section 401.14.

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Article 30 – Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. section 6962.) and 2 C.F.R. section 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article 31 – Rehabilitation Act of 1973

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

Article 32 – Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the subrecipient's currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of the federal award, then you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference.

Article 33 – Reporting Subawards and Executive Compensation

For federal awards that equal or exceed \$30,000, subrecipients are required to comply with the requirements set forth in the government-wide term on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

Article 34 – Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

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

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

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3. All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

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

Waivers

When necessary, subrecipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the subrecipient for information on the process for requesting a waiver from these requirements.

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

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

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the OMB Made in America Office.

There may be instances where an award qualifies, in whole, or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure.

The definitions applicable to this term are set forth at 2 C.F.R. section 184.3, the full text of which is incorporated here by reference.

Article 35 – SAFECOM

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

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Article 36 – Terrorist Financing

Subrecipients must comply with E.O. 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Subrecipients are legally responsible for ensuring compliance with the E.O. and laws.

Article 37 – Trafficking Victims Protection Act of 2000 (TVPA)

Subrecipients must comply with the requirements of the government-wide financial assistance award term which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, section 106 (codified as amended at 22 U.S.C. section 7104). The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated by reference.

Article 38 – Universal Identifier and System of Award Management

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

Article 39 – USA PATRIOT Act of 2001

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

Article 40 – Use of DHS Seal, Logo and Flags

Subrecipients must obtain permission from their DHS prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

Article 41 – Whistleblower Protection Act

Subrecipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C. section 470141 U.S.C. section 4712.

Article 42 – Environmental Planning and Historic Preservation (EHP) Review

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

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website at <https://www.fema.gov/grants/guidance-tools/environmental-historic>. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the

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proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

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

Article 43 – Disposition of Equipment Acquired Under the Federal Award

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

Article 44 – Missouri Department of Public Safety (DPS) Office of Homeland Security (OHS), Specific

By accepting this award, the subrecipient agrees:

1. To participate in the development and submission of their respective regional Threat and Hazard Identification and Risk Assessment (THIRA) and/or Stakeholder Preparedness Review (SPR). Participation in the THIRA is defined as the completion and submission of the regional THIRA to the Missouri Department of Public Safety, Office of Homeland Security, no later than October 1, every three years as required. Participation in the SPR is defined as the completion and submission of the regional SPR to the Missouri Department of Public Safety, Office of Homeland Security no later than October 1, annually if the respective region has necessary changes or updates to their SPR.
2. To utilize standard resource management concepts, such as typing inventorying, organizing and tracking resources that facilitate the identification, dispatch, deployment and recovery of their resources.
3. To coordinate with their stakeholders to examine how they integrate preparedness activities across disciplines, agencies, and levels of government.
4. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost, which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$5,000. Expenditures for equipment shall be in accordance with the approved budget. The subrecipient shall use and manage equipment in accordance with its procedures as long as the equipment is used for its intended purposes. When original or replacement equipment acquired under this award by the subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DPS/OHS, you must request instructions from DPS/OHS to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313 and the OHS Administrative Guide.
5. Expenditures for supplies and operating expenses shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers shall support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the contract was approved.

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6. For Contractual Services the following general requirements will be followed when subcontracting for work or services contained in this grant award:
 - a. All consultant and contractual services shall be supported by written contracts stating the services to be performed, rate of compensation and length of time over which the services will be provided, which shall not exceed the length of the grant period.
 - b. As described in the OHS Administrative Guide for Homeland Security Grants, a copy of any contractual agreement made as a result of this award must be forwarded to DPS/OHS for review or be readily available for review prior to execution of the contract.
7. DPS/OHS reserves the right to terminate any contract entered into as a result of this grant award at its sole discretion and without penalty or recourse by giving a thirty (30) day written notice to the subrecipient of the effective date of termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the subrecipient under the contract shall, at the option of the DPS/OHS, become property of the State of Missouri. The subrecipient shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.
8. It is understood and agreed upon that in the event funds from state and/or federal sources are not appropriated and continued at an aggregate level sufficient to cover the contract costs, or in the event of a change in federal or state laws relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.
9. To follow the grant program guidelines as stated in the OHS Administrative Guide for Homeland Security Grants, as well as the Information Bulletins released by DPS/OHS to provide important updates, clarifications and policy statements related to homeland security grant programs.
10. To follow requirements of the DHS Grant Programs Directorate Information Bulletins.
11. In the event DPS/OHS determines that changes are necessary to the award document after an award has been made, including changes to period of performance or Articles of Agreement, the subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate subrecipient acceptance of the changes to the award.
12. Prior written approval from DPS/OHS is required prior to making any change to the DPS/OHS approved budget for this award.
13. To submit Grant Status Reports to DPS/OHS by the due dates of July 10 and January 10 throughout the grant period, which must include the status updates of the milestones achieved. Final Status Reports are due to DPS/OHS within 45 days after the end of the project period.

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14. All items that meet the DPS/OHS definition of equipment that are purchased with Homeland Security Grant Funds must be tagged "Purchased with U.S. Department of Homeland Security Funds."
15. If the subrecipient is a pass-through entity, copies of signed subaward agreements are due to the DPS/OHS prior to the start of any project.
16. Projects that involve changes to the natural or built environment require the completion and approval of an Environmental Historic Preservation Screening Form (EHP) prior to initiating any work on the project. Changes to the project after the approval of the EHP requires DPS/OHS review and approval. Changes to the project may require the submission and approval of an updated EHP Screening Form. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; Nation Flood Insurance Program regulation; and, any other applicable laws and Executive Orders.
17. The purchase of any generator requires prior approval from the DPS/OHS, documentation must clearly depict the full scope of the project and prove the equipment is a deployable resource.
18. Purchases from a single feasible source over \$10,000.00 must have prior approval from the DPS/OHS.
19. Subrecipient is required to complete the 2024 Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each subrecipient should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. The 2024 NCSR will be open October 1, 2024 and must be completed by each subrecipient no later than December 31, 2024.
20. Subrecipients that contract with and utilize WebEOC Emergency Management Software – Juvare, must fully fuse and maintain an active connection with Missouri’s State Emergency Management Agency (SEMA). This setup will allow for a more efficient resource response to Missouri communities during an emergency incident as well as allow emergency personnel to monitor events that may impact their community during an extended event. Fusion of other WebEOC accounts in Missouri will also assist in streamlining resource requests by reducing redundant entry in a local WebEOC account and then once again in the Missouri WebEOC account should the request not be able to be filled locally. Redundant data entry during an emergency can lead to time loss, data entry errors and omission of important details. This required setup will also allow SEMA Emergency Service Function (ESF) partners to monitor the use of resources throughout the state for Mutual aid needs.
21. Law enforcement agencies must be compliant with the requirements listed below and must maintain compliance throughout the period of performance.

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- a. National Incident-Based Reporting System (NIBRS), formerly Uniform Crime Reporting (UCR):
Subrecipients that are a law enforcement agency, assure its 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. Law enforcement agencies will be considered non-compliant if they have not submitted MIBRS reports for three or more months in the past twelve months. The subrecipient must remain compliant with Section 43.505 RSMo for the duration of the grant period of performance.
- b. Vehicle Stops:
Subrecipients that are a law enforcement agency, assure its 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.
- c. Police Use of Force Transparency Act of 2021:
Subrecipients that are a law enforcement agency, assure its agency is in compliance with the state provisions of Section 590.1265 RSMo relating to use of force incidents reporting standards and procedures, and publication of report data, analysis report. Law enforcement agencies will be considered non-compliant if they have not submitted Use of Force reports for three or more months in the past twelve months. The subrecipient must remain compliant with Section 590.1265 for the duration of the grant period of performance.
- d. Federal Equitable Sharing Funds:
Subrecipients that are a law enforcement, assure its 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.
- e. Intoxication-Related Traffic Offenses:
Subrecipients that are a law enforcement agency, assure its agency is in compliance with the state provisions of Section 43.544 RSMo relating to forwarding intoxication-related offenses and has adopted a written policy to forward arrest information for all intoxication-related offenses to the central repository as required by Section 43.503 RSMo.
- f. Rap Back Program Participation:
Subrecipients that are a law enforcement agency, assure its 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 enforcement agency upon commissioning and for as long as the officer is commissioned with that agency.

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- g. Custodial Interrogations:
Subrecipients that are a law enforcement agency, assure its 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.
- h. Body Armor:
The subrecipient understands, if monies are requested and awarded for the purchase of body armor, that funds may be used to purchase body armor. Further, the subrecipient understands that body armor purchased with HSGP 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 must be made in the United States.
- i. Body Armor Policy:
The subrecipient 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. The subrecipient will be required to forward a copy of such policy to the Missouri Department of Public Safety at the time of claim submission.
- j. Body-Worn Camera Policy:
The subrecipient 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 subrecipient will be required to forward a copy of such policy(s) to the Missouri Department of Public Safety at the time of claim submission.
22. Fire protection agencies must be compliant with the requirements listed below and must maintain compliance throughout the period of performance.
- a. Fire Department Registration:
The subrecipient assures, where the project agency is a fire protection district, fire department, or volunteer fire protection association as defined in Section 320.300 RSMo, its agency is in compliance with Section 320.271 RSMo by completing and filing with the state fire marshal within 60 days after January 1, 2008, and annually thereafter, a fire department registration form provided by the state fire marshal.
- b. Turnout Gear Maintenance Policy:
The subrecipient understands, if monies are requested and awarded for the purchase of turnout gear, the fire protection agency must have a policy to document cleaning and maintenance processes and procedures for turnout gear. The subrecipient will be required to forward a copy of such policy(s) and procedure(s) to the Missouri Department of Public Safety at the time of claim submission.

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

Article 45 – Agency Specific Special Conditions

None.

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Article 46 – Project Budget Summary

Total Equipment \$6,195.00

Total Supplies/Operation \$2,999.95

Total Project Cost \$9,194.95

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