

TENTATIVE AGENDA

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

Monday, March 6, 2023
5:00 P.M.

- I. CALL TO ORDER
- II. RECORD OF ATTENDANCE
- III. OPENING PRAYER
- IV. PLEDGE OF ALLEGIANCE
- V. APPROVAL OF CITY COUNCIL MINUTES
 - A. Regular Council Minutes January 30, 2023
 - B. Regular Council Minutes February 6, 2023
 - C. Executive Session Minutes February 13, 2023
 - D. Regular Council Minutes February 27, 2023
- VI. ITEMS OF BUSINESS
 - A. Presentation by Dille Pollard on Construction of New Fire Station
 - B. Authorize Release of RFQ for Construction Management Firm for Fire Station #2
 - C. 1st Reading, Bill #6298, Approving an Amended and Restated Performance Agreement for Unilever Chapter 100 Bonds
 - D. Award Bid #23-23, Picnic Tables
 - E. Award Bid #23-34, Banquet Chairs
 - F. Other Items as May Be Determined During the Course of the Meeting
- VII. ADJOURNMENT INTO EXECUTIVE SESSION

Property (RSMo 610.021(2))
- VIII. ADJOURNMENT

Dated this 2nd day of March 2023

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.

REGULAR CITY COUNCIL MEETING
JANUARY 30, 2023

The regular Sikeston City Council meeting of January 9, 2023 was called to order at 5:00 p.m. at City Hall located at 105 E. Center St., Sikeston. Present at the meeting were: Mayor Pro Tem Brian Self, John Leible, Tom Robison, David Teachout and Vest Baker. Mayor Greg Turnbow and Councilwoman Onethia Williams were absent. Staff in attendance were: City Manager Jonathan Douglass, City Counselor Tabatha Thurman, City Clerk Rhonda Council, Finance Director Karen Bailey, HR Director Amanda Groves, Public Works Director Jay Lancaster, Street Superintendent Brian Dial, Community Development Supervisor Bruce Copeland, Public Safety Director James McMillen, Captain Ryan Smith, Captain Jon Broom and Captain Derick Wheatley.

ITEMS OF BUSINESS

Presentation of FY2022 Audit

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

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

- From Page 1 of the audit - In the auditor's opinion, the City's financial statements "present fairly, in all material respects, the respective modified cash basis financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the City of Sikeston, Missouri as of June 30, 2022, and the respective changes in modified cash basis financial position for the year then ended in accordance with the modified cash basis of accounting described in Note 1." (see p. 36).
- The audit "did not identify any deficiencies in internal control that we consider to be material weaknesses" (p. 41).
- Total expenditures exceeded revenues by approximately \$3.3 million (p. 8). This is primarily due to the loan payoff of the DPS building and grant expenditures. Bond proceeds do not count as revenue. It is considered Another Financing Source.
- Fund Balance for all governmental funds increased from \$10.94 million, to \$21.9 million. This is due to the influx of bond proceeds and ARPA funds.
- Long term debt was increased by \$9.9 million (p. 26). The increase is the difference between the bond proceeds we received and the retirement of the DPS building loan with USDA Rural Development.

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

Auditee qualified as low-risk yes no

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

Councilman Baker moved to receive the FY22 Financial Audit. The motion was seconded by Councilman Teachout and the following vote recorded:

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

Authorization to Add Staff to City Bank Accounts

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

Councilman Teachout moved to authorize staff accountant Chase Cogdill to have access to City bank accounts and authority to make transfers as needed. The motion was seconded by Councilman Leible and the following vote recorded:

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

2nd Reading & Consideration, Bill #6294, Adult Retail Definition

Councilman Leible moved for the second reading of Bill Number 6294. The motion was seconded by Councilman Teachout and the following vote recorded:

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

City Counselor Thurman presented the bill for reading.

BILL Number 6294

ORDINANCE Number 6294

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6294 AND SHALL AMEND TITLE IV LAND USE, CHAPTER 405 ZONING REGULATIONS IN THE MUNICIPAL CODE OF THE CITY OF SIKESTON, MISSOURI.

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

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

SECTION II: Title IV Land Use – Chapter 405 – Division 9 Adult Entertainment Establishments Conditional Use shall be amended as follows:

Article VII. District Regulations

Division 9 Adult Business Conditional Use

Section 405.810 Definitions.

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

ADULT

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

ADULT BUSINESS

Any business:

1. That has as a substantial or significant purpose in the sale or rental of merchandise that is intended for use in connection with specified sexual activities or that emphasizes matters depicting, describing or relating to specified sexual activities or specified anatomical areas; or
2. That as one (1) of its regular and substantial business purposes includes:
 - a. The providing of entertainment where the emphasis is on performances, live or otherwise, that depict, portray, exhibit or display specified anatomical areas or specified sexual activities; or
 - b. The providing of services that are intended to provide sexual arousal or excitement or that allow observation of specified sexual activities or specified anatomical areas ancillary to other pursuits or allow participation in specified sexual activities ancillary to other pursuits.
3. The definition of “*adult business*” also includes, but is not limited to, any and all of the following specific adult businesses as defined herein:
 - a. **ADULT BOOKSTORE**

An establishment having as a ten percent (10%) portion of its stock in trade books, photographs, magazines or films for sale or viewing on the premises by use of motion picture devices or other coin-operated mechanism or any other periodicals which are distinguished or characterized by their principal emphasis on matters depicting, describing or relating to specified sexual activities as said term is defined herein.
 - b. **ADULT ENTERTAINMENT ESTABLISHMENTS**

Any of the establishments, businesses, buildings, structures or facilities defined in this Section.
 - c. **ADULT ENTERTAINMENT FACILITY**

Any building, structure or facility which contains or is used entirely or partially as commercial entertainment, including theaters used for presenting live presentations, video tapes or films predominantly distinguished or characterized by their principal emphasis on matters depicting, describing or relating to specified sexual activities and exotic dance facilities (regardless of whether the theater or facility provides a live presentation or video tape or film presentation), where the patrons either:
 - i. Engage in personal physical or visual contact with employees, devices, equipment or personnel provided by the establishment which appeals to the prurient interest of the patrons;
 - ii. Observe any live presentation, video tape or film presentation of persons wholly or partially nude or with their genital or pubic regions exposed or covered only with transparent or opaque covering or in the case of female persons with the areola and

nipple of the breast exposed or covered only with transparent or opaque covering; or

iii. Are enabled to observe specified sexual activities.

d. **ADULT RETAIL ESTABLISHMENT**

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

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

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

e. **BATHHOUSE**

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

f. **MASSAGE SHOP**

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

g. **MODELING STUDIO**

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

SEXUALLY-ORIENTED TOYS OR NOVELTIES

Instruments, devices or paraphernalia which either depict “specified anatomical areas” or are designed or marketed for use in connection with “specified sexual activities”, or clothing that graphically depicts “specified anatomical areas” or “specified sexual activities”. In determining whether an item is “designed or marketed for use” in connection with “specified sexual activities”, the following guidelines may be considered:

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

SPECIFIED ANATOMICAL AREA

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

SPECIFIED SEXUAL ACTIVITIES

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

1. SEXUAL CONDUCT

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

2. SEXUAL EXCITEMENT

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

3. SADOMASOCHISTIC ABUSE

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

Section 405.830 Special Conditions

1. A conditional-use permit shall be obtained for all adult-use businesses.
2. The following conditions shall apply:
 - a. Adult businesses shall not be located within 1,000 feet (305 m) of a park, school day care center, library or religious or cultural activity.
 - b. Adult businesses shall not be located within 500 feet (152 m) of any other adult business or any agricultural or residential zone boundary.
 - c. Such distances shall be measured in a straight line without regard to intervening structures, topography and zoning.
 - d. Said business shall be located in C3 Zone only on lots or parcels of land fronting on Malone or Main Streets and shall not be permitted as a home occupation.
 - e. The property on which such use is located shall have a minimum of one hundred (100) feet of street frontage.
 - f. All off-street parking requirements shall conform to other ordinances contained within the City Code of Sikeston, Missouri.
 - g. The facility in which the use is located shall be designed in such a fashion that all openings, entries and windows prevent view into such facilities by any pedestrian and from any sidewalk, walkway, street or other public area. No adult entertainment activity shall take place partially or totally outside the structure of the adult entertainment establishment for which it is licensed.
 - h. Further, no merchandise or pictures or products, services or entertainment offered or provided on the premises shall be displayed on the exterior of the building. No flashing lights and/or lighting which leaves the impression of motion or movement shall be permitted.
 - i. Lighting of the parking area must be maintained and provided a minimum light level of twenty-five hundredths (0.25) foot-candles over the entire parking area; but in no point shall the light level exceed three (3.0) foot-candles, nor shall any increase in light levels or visible glare be permitted beyond the lot line.

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

Article VII. District Regulations

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

Section 405.920 Tables – Use, Height and Area Regulations

A. *Table I—Uses.* The uses provided for in the "C-1" Neighborhood Shopping, the "C-2" General Commercial and the "C-3" Highway Commercial Districts are set forth in the table below. Where the letter "P" appears on the line of a use and in the column of a district, the listed use is permitted as a matter of right. Where the letters "CU"

appears on the line of a use and in the column of a district, the listed use may be permitted by the Board of Adjustment as provided in Article V of this Chapter. In both cases, all uses shall be in compliance with all applicable provisions of this zoning ordinance and the Code of the City of Sikeston. *Also See Reference Table 450.1*

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

SECTION VI: Record of Passage

- A. Bill Number 6294 was introduced to Council and read the first time this 9th day of January 2023.
- B. Bill Number 6294 was read the second time and discussed on this 30th day of January 2023. Following discussion, Councilman Baker moved to approve Bill Number 6294. The motion was seconded by Councilman Robison, discussed and the following roll call vote was recorded:

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

- C. Ordinance 6294 shall be in full force and effect from and after March 1, 2023.

2nd Reading & Consideration, Bill #6295, Recreational Marijuana - Zoning

Councilman Baker moved for the second reading of Bill Number 6295. The motion was seconded by Councilman Teachout and the following vote recorded:

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

City Counselor Thurman presented the bill for reading.

BILL Number 6295

ORDINANCE Number 6295

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

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

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

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

Chapter 405. Zoning Regulations

Article XII. Marijuana Facilities

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

Section 405.010. Definitions.

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

Marijuana-Infused Products

Means products that are infused, dipped, coated, sprayed, or mixed with marijuana or an extract thereof including, but not limited to, products that are able to be vaporized or smoked, edible products, ingestible products, topical products, suppositories, and infused prerolls, for legal medical or non-medical use.

Marijuana Cultivation Facility

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

Marijuana Dispensary Facility

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

Marijuana-Infused Products Manufacturing Facility

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

Marijuana Testing Facility

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

Microbusiness Dispensary Facility

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

directly from the consumer in person, by phone, or via the internet, including from a third party. A microbusiness dispensary facility's authority to process marijuana shall include the creation of prerolls.

Microbusiness Wholesale Facility

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

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

Section 405.1490. Marijuana Facilities.

A. Marijuana Dispensaries (including Microbusiness Dispensaries).

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

a. No Marijuana Dispensary shall be located within five hundred (500) feet of a then existing elementary or secondary school, child day care center, or church*. Measurements shall be in a method consistent with the following:

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

* "Then existing" shall mean any school, child day care center, or church with a written building permit from the City to be

constructed, or under construction, or completed and in use at the time the Marijuana Dispensary first applies for either zoning or a building permit, whichever comes first.

- b. On-Site Usage Prohibited. No marijuana may be smoked, ingested, or otherwise consumed on the premises of a Marijuana Dispensary building.
 - c. Hours Of Operation. All sales or distribution of Marijuana and any other products sold to the public through a Marijuana Dispensary shall take places between the hours of 7:00 A.M. and 7:00 P.M., Monday - Sunday. Marijuana Dispensaries shall be secured and closed to the public after the hours listed in this Subsection and no persons not employed by the Marijuana Dispensary may be present in such a facility at any time it is closed to the public.
 - d. Display Of License Required. The Marijuana Dispensary license issued by the State of Missouri shall be prominently in a highly visible location, easily seen by patients on the dispensary's sales floor.
 - e. Zoning Limitations. Marijuana Dispensaries shall be in any Commercial-2 ("C-2"), Commercial-3 ("C-3") Zones, Light Industrial Districts ("IL") and Heavy Industrial ("IH") Districts located in the City of Sikeston.
 - f. Site Plan Review. Any plans for a Marijuana Dispensary shall meet the standard new construction or new business requirements of all General Business and Commercial District construction outlined in this Title and approved subject to the standard procedures of the currently adopted and applicable International Code Council and local ordinances of the City of Sikeston, general business and commercial zoning code.
- B. Marijuana-Infused Products Manufacturing Facilities, Marijuana Testing Facilities, and Microbusiness Wholesale Facilities.
- 1. No building shall be constructed, altered or used for a Marijuana-Infused Products Manufacturing Facility, Marijuana Testing Facility or Microbusiness Wholesale Facility without complying with the following regulations:
 - a. Distance Requirement. No Marijuana-Infused Products Manufacturing Facility, Marijuana Testing Facility, or Microbusiness Wholesale Facility shall be located within one thousand (1,000) feet of a then existing elementary or secondary school, licensed child day care center, or church*. Measurements shall be in a method consistent with the following:
 - 1. In the case of a freestanding facility, the distance between the facility and the school, daycare, or church shall be measured from the external wall of the facility structure closest in proximity to the school, daycare, or church to the closest point of the property line of the school, daycare, or church. If the school, daycare, or church is part of a larger structure, such as an office building or strip mall, the distance shall be measured to the

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

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

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

- b. Outdoor Operations Or Storage. All operations and all storage of materials, products, or equipment shall be within a fully secured area inside the building structure or outdoors on the property in an area enclosed by a razor wire fence at least ten (10) feet in height, not including the razor wire.
- c. On-Site Usage Prohibited. No marijuana may be smoked, ingested, or otherwise consumed on the premises of any Marijuana-Infused Products Manufacturing Facility, Marijuana Testing Facility or Microbusiness Wholesale Facility during regular business hours.
- d. Hours Of Operation. All Marijuana-Infused Products Manufacturing Facilities, Marijuana Testing Facilities or Microbusiness Wholesale Facilities shall be closed to the public and no persons not employed by the business shall be on the premises at any time without being approved entry and logged in by building security personnel and are required to obtain a visitor pass.
- e. Display Of Licenses Required. The Marijuana-Infused Products Manufacturing Facility, Marijuana Testing Facility or Microbusiness Wholesale Facility license issued by the State of Missouri shall be displayed in a prominent place in plain view near the front desk of the facility.
- f. Zoning Limitations. A Marijuana-Infused Products Manufacturing Facility, Marijuana Testing Facility or Microbusiness Wholesale Facility shall be allowed in any Light Industrial Districts ("IL") and Heavy Industrial ("IH") Districts located in the City of Sikeston.
- g. Site Plan Review Required. Any plans for a Marijuana-Infused Products Manufacturing Facility, Marijuana Testing Facility or Microbusiness

Wholesale Facility using combustible gases or CO2 in the extraction process shall meet the standard new construction requirements of the Light Industrial District outlined in this Title and approved subject to the standard procedures of the 2012 currently adopted and applicable International Building Code and local ordinances of the City of Sikeston for Light Industrial Districts ("IL") or Heavy Industrial Districts ("IH").

C. Marijuana Cultivation Facility.

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

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

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

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

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

b. Outdoor Operations or Storage. All operations and all storage of materials, products, or equipment shall be within a fully secured area inside the building structure or outdoors on the property in an area enclosed by a razor wire fence at least ten (10) feet in height, not including the razor wire.

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

SECTION V: Chapter 405, Article VII, Division 11. "C-1", "C-2", and "C-3" commercial districts – Section 405.920. TABLES – USE, HEIGHT AND AREA REGULATIONS, is amended as follows:

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

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

Table of Uses
P = Permitted as a matter of right
CU = May be permitted by the Board of Adjustment

NA = Not allowed			
Category Use	“IL” Light Industrial	“IH” Industrial	Heavy “DT” Downtown District
Chemical and Allied Products			
Marijuana Cultivation Facility	P NA	P	NA
Food Beverage and Products			
Marijuana-Infused Products manufacturing facility	P	P	NA
Marijuana Testing Facility	P	P	NA
Marijuana Microbusiness Wholesale Facility	P	P	NA
Marijuana Dispensaries, including Microbusiness Dispensaries	P	P	NA

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

Section 405.700. Permitted Uses.

- A. In District "AG," no building, land or premises shall be hereafter erected, constructed, reconstructed or altered except for one (1) or more of the following uses:
 1. All permitted and conditional uses provided for in District "R-1" except for the provisions permitting zero lot line construction.
 2. Agricultural activities on a farm or open land that consists of five (5) or more acres including general farming, truck gardening, cultivation of field crops, orchards, nurseries for growing or propagation of plants, turf, trees and shrubs, dairy farming, keeping or raising for sale large or small animals, but not including, public auction facilities or commercial slaughtering of animals. In no case shall on-premise sales be permitted.
 3. Storage facilities for farm use only to include provisions for grain fertilizer and other farm products, but not the milling, manufacture or processing of these products, such activities being more appropriately associated with commercial or industrial uses.
 4. One (1) single-family dwelling unit and accessory buildings or structures normally associated with farm uses to include barns, sheds, tool houses and any other facility ancillary to farming or open land, not to include a manufactured home.
 5. Marijuana Cultivation Facility. See Section 405.1490 of this Chapter for regulations regarding same.

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

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

SECTION X: Record of Passage:

- A. Bill Number 6295 was introduced to Council and read the first time this 9th day of January 2023.
- B. Bill Number 6295 was read the second time and discussed on this 30th day of January 2023. Following discussion, Councilman Robison moved to approve Bill Number 6295. The motion was seconded by Councilman Leible, discussed and the following roll call vote was recorded:

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

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

1st Reading, Bill #6296, Request to Rezone Land on North Side of Baker Lane from Single Family Residential (R-1) to Single Family Residential District (R-2)

Councilman Self moved for the first reading of Bill Number 6296. The motion was seconded by Councilman Leible and the following vote recorded:

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

City Counselor Thurman presented the bill for reading. This bill as approved shall become Ordinance Number 6296, providing for the rezoning from "R-1" Single Family Residential to "R-2" Single Family Residential District the following described real estate to-wit: 5.530 acres on the north Side of Baker Lane, Scott County, Missouri.

1st Reading, Bill #6297, Request to Subdivide Tract of Land on North Side of Baker lane to be known as Magazine Trace

Councilman Baker moved for the first reading of Bill Number 6297. The motion was seconded by Councilman Teachout and the following vote recorded:

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

City Counselor Thurman presented the bill for reading. This bill as approved shall become Ordinance Number 6297, providing for the approval to subdivide a tract of land containing 5.530 acres to be known as Magazine Trace north of Baker Lane in the City of Sikeston, Missouri.

Authorization to Surplus Tables and Chairs – Parks Department

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

Councilman Baker moved to authorize the surplus of tables and chairs from the Clinton Building. The motion was seconded by Councilman Robison, discussed and the following vote recorded:

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

Authorize Purchase of Portable Radios – Parks Department

The Parks and Recreation Department budgeted \$14,000.00 for the purchase of seven (7) new portable radios in the Capital Improvement Fund. Motorola Solutions gave a quote through the MissouriBUYs Bid Board for \$15,217.79. The \$15,217.79 is over what was budgeted for the purchase of new radios; however, unused funds from other line items within the Capital Improvement Fund will be used to cover the additional costs.

Councilman Leible moved to authorize the purchase of seven (7) new portable radios for Parks Department from MissouriBUYs in the amount of \$15,217.79. The motion was seconded by Councilman Robison, discussed and the following vote recorded:

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

Authorization to Purchase Extrication Equipment

Sikeston DPS is requesting to enter a purchase agreement in the amount of \$42,595.99 with Banner Fire Equipment to purchase new vehicle extrication equipment for use on the new Fire Engine once it arrives. Funding will be from remaining ARPA funds not used with the purchase of the new Fire Engine. Extrication rescue equipment to be purchased is as follows:

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

Councilman Robison moved to authorize the purchase of extrication equipment from Banner Fire Equipment in the amount of \$42,595.99. The motion was seconded by Councilman Teachout, discussed and the following vote recorded:

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

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

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

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

Councilman Baker moved to authorize the purchase of 6 Multi Data Terminal Computers from Turn-Key, Inc. of Jefferson City, MO in the amount of \$21,948. The motion was seconded by Councilman Teachout, discussed and the following vote recorded:

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

Approval of Engineering Services Contract for Sikeston Airport

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

Councilman Baker moved to approve Hanson Professional Services as the on-call airport engineering consultant. The motion was seconded by Councilman Teachout, discussed and the following vote recorded:

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

Other Items:

Location for February 6th Council meeting will be Lincoln University Extension located at 214 Lincoln St.

ADJOURNMENT INTO EXECUTIVE SESSION

There being no further business before the City Council, Councilman Teachout moved to adjourn into Executive Session (Property and Personnel). The motion was seconded by Councilman Leible and the following roll call vote was recorded:

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

Mayor Pro Tem Brian Self called the Executive Session to order. Present were: Mayor Pro Tem Self and Councilmembers David Teachout, Vest Baker, John Leible and Tom Robison. Staff

present were: City Manager Jonathan Douglass, City Counselor Tabatha Thurman, City Clerk Rhonda Council, Finance Director Karen Bailey, Public Works Director Jay Lancaster and Public Safety Director James McMillen.

Councilman Baker moved to authorize contract negotiation with SEMO Electric for purchase of 11 acres of land at \$20,000/acre in South Industrial Park. The motion was seconded by Councilman Leible, discussed and the following roll call vote was recorded:

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

Councilman Robison moved to appoint Amanda Groves as City Treasurer. The motion was seconded by Councilwoman Leible, discussed and the following roll call vote was recorded:

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

ADJOURNMENT OUT OF EXECUTIVE SESSION

Councilman Teachout moved to adjourn from executive session. The motion was seconded by Councilman Leible and the following roll call vote recorded:

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

ADJOURNMENT

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

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

APPROVED:

GREG TURNBOW, MAYOR

ATTEST:

RHONDA COUNCIL, CITY CLERK

SEAL:

REGULAR CITY COUNCIL MEETING
FEBRUARY 6, 2023

The regular Sikeston City Council meeting of February 6, 2023 was called to order at 5:00 p.m. at Lincoln University Extension located at 214 Lincoln St., Sikeston. Present at the meeting were: Mayor Greg Turnbow, David Teachout, Onethia Williams, Vest Baker, John Leible, Brian Self and Tom Robison. Staff in attendance were: City Manager Jonathan Douglass, City Counselor Tabatha J. Graham, City Clerk Rhonda Council, Finance Director Karen Bailey, HR Director Amanda Groves, Communications Manager David Jenkins, Public Works Director Jay Lancaster, Street Superintendent Brian Dial, Street Supervisor Darren Martin, Community Development Director Barry Blevins, Community Development Supervisor Bruce Copeland, Public Safety Director James McMillen and Captain Ryan Smith.

APPROVAL OF CITY COUNCIL MINUTES

City Council minutes of the regular meeting of January 9, 2023 were presented for approval. Councilman Self moved to approve the minutes as presented. Councilman Baker seconded the motion and the following vote was recorded:

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

ITEMS OF BUSINESS

2nd Reading & Consideration, Bill #6296, Request to Rezone Land on North Side of Baker Lane from Single Family Residential (R-1) to Single Family Residential District (R-2)

Councilman Teachout moved for the second reading of Bill Number 6296. The motion was seconded by Councilman Baker and the following vote recorded:

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

City Counselor Graham presented the bill for reading.

Bill Number 6296

Ordinance Number 6296

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

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

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

Section II: The Planning And Zoning Commission met On January 10, 2023 and voted to approve the rezoning from "R-1" Single Family Residential To "R-2" Single Family Residential District the following described real estate to-wit: A part of Lot 1 of OUTBLOCK 24 of the City of Sikeston, in Scott County, Missouri as recorded in Book 02, Page 50 containing 5.530 acres (more or less) described as follows: Beginning at the Northwest corner of Lot 1 of

OUTBLOCK 24 of the City of Sikeston (1" Iron Pipe); Thence N.81°06'13"E. Along the North line of said Lot 1, 595.90 Feet to a point in the West Line of a parcel of Ground Recorded in Doc. NO. 2013-5567; Thence S.09°34'41"E. Along the West Line of said parcel and the West line of parcels Recorded in Book 626, Page 527 and Book 673, Page 906, 404.95 Feet to a point in the North Right-Of-Way Len of Baker Lane; Thence S.81°02'13"W. Along said North Right-Of-Way Line, 594.02 Feet to the West Line of Lot 1 of OUTBLOCK 24 of the City of Sikeston; Thence N.09°50'39"W., Along said West Line, 404.97 Feet to the point of beginning. Subject to all easements, if any, affecting the same.

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

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

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

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

SECTION VII: Record of Passage

- A. Bill Number 6296 was introduced and read the first time this 30th day of January , 2023.
- B. Bill Number 6296 was read the second time and discussed on this 6th day of February, 2022. Following discussion, Councilman Baker moved to approve Bill Number 6296. The motion was seconded by Councilman Leible, discussed and the following roll call vote was recorded:

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

- C. Ordinance No. 6296 and shall be in full force and effect from and after March 8, 2023.

2nd Reading & Consideration, Bill #6297, Request to Subdivide Tract of land on North Side of Baker Lane to be known as Magazine Trace

Councilman Teachout moved for the second reading of Bill Number 6297. The motion was seconded by Councilman Self and the following vote recorded:

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

City Counselor Graham presented the bill for reading.

BILL Number 6297

ORDINANCE Number 6297

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

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

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

SECTION II: The Planning and Zoning Commission met on January 10, 2023 and voted to approve the subdividing of a tract or parcel of land the plat of which is attached hereto, marked Exhibit "A", and incorporated by reference and legally described as follows and known as Magazine Trace:

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

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

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

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

SECTION VII: Record of Passage

- A. Bill Number 6297 was introduced and read the first time this 30th day of January, 2023.
- B. Bill Number 6297 was read the second time and discussed on this 6th day of February, 2023. Following discussion, Councilman Self moved to approve Bill Number 6297. The motion was seconded by Councilwoman Williams, discussed and the following roll call vote was recorded:

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

- C. Ordinance No. 6297 and shall be in full force and effect from and after March 8, 2023.

Other Items

City Manager Douglass stated that the first draft of the FY24 budget will be presented to Council in April.

Mayor Turnbow thanked Lincoln University Extension for the use of their facility and indicated that meetings will be held in locations in other wards this year to get more community involvement.

ADJOURNMENT

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

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

APPROVED:

GREG TURNBOW, MAYOR

ATTEST:

RHONDA COUNCIL, CITY CLERK

SEAL:

EXECUTIVE SESSION CITY COUNCIL MEETING
FEBRUARY 13, 2023

The Executive Session Sikeston City Council meeting of February 13, 2023 was called to order at 5:00 p.m. at City Hall located at 105 E. Center St., Sikeston. Present at the meeting were: Mayor Greg Turnbow, John Leible, Tom Robison, Brian Self, Vest Baker, Onethia Williams and David Teachout. Staff in attendance were: City Manager Jonathan Douglass, City Counselor Tabatha Thurman, City Clerk Rhonda Council, HR Director Amanda Groves, Community Development Director Barry Blevins and Public Safety Director James McMillen.

ADJOURNMENT INTO EXECUTIVE SESSION

Councilman Teachout moved to adjourn into Executive Session (Litigation). The motion was seconded by Councilman Leible and the following roll call vote was recorded:

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

Mayor Turnbow called the Executive Session to order.

Councilman Self moved to authorize attorneys for the City of Sikeston to spend the \$25,000 insurance deductible in the wrongful death lawsuit for Denzel Taylor if the case settles for more than \$1 million. The motion was seconded by Councilman Teachout, discussed and the following roll call vote was recorded:

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

ADJOURNMENT OUT OF EXECUTIVE SESSION

Councilman Teachout moved to adjourn from executive session. The motion was seconded by Councilman Self and the following roll call vote recorded:

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

ADJOURNMENT

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

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

APPROVED:

GREG TURNBOW, MAYOR

ATTEST:

RHONDA COUNCIL, CITY CLERK

SEAL:

REGULAR CITY COUNCIL MEETING
FEBRUARY 27, 2023

The regular Sikeston City Council meeting of February 27, 2023 was called to order at 5:00 p.m. at City Hall located at 105 E. Center St., Sikeston. Present at the meeting were: Mayor Pro Tem Brian Self, John Leible, Tom Robison, David Teachout and Vest Baker. Mayor Greg Turnbow and Councilwoman Onethia Williams were absent. Staff in attendance were: City Manager Jonathan Douglass, City Counselor Tabatha Thurman, City Clerk Rhonda Council, Finance Director Karen Bailey, HR Director Amanda Groves, Communications Manager David Jenkins, Public Works Director Jay Lancaster, Street Superintendent Brian Dial, Street Supervisor Darren Martin, Community Development Director Barry Blevins, Public Safety Director James McMillen, Captain Ryan Smith, and Captain Zak Haskin.

ITEMS OF BUSINESS

Authorization to Purchase Two Additional City-Wide Cameras

The Department of Public Safety would like to enter into a 5-year agreement with Flock Safety to add two Flock cameras to the existing city-wide camera infrastructure. This camera technology would be beneficial to investigators when trying to locate vehicles used in various crimes. The camera system is also utilized by multiple agencies in Missouri to include Cape Girardeau PD, Jackson PD, and St. Louis County. Entering this agreement will give Sikeston DPS access to the full database for those agencies and all others in Missouri. Cost quoted is a total of \$25,700.00 billed annually with the first payment being \$5,700. The remaining years will bill at \$5,000 per year.

Councilman Robison moved to authorize the purchase of two additional Flock cameras in the amount of \$25,700 which will be billed annually with first payment being \$5,700 and the remaining payments at \$5,000 per year. The motion was seconded by Councilman Baker, discussed and the following vote recorded:

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

Recommendation for Use of Proposed Marijuana Sales Tax

On November 8, 2022, Missouri voters passed Amendment 3, a ballot initiative to legalize recreational marijuana in the State of Missouri. The law became effective on December 8, 2022. On January 9th, the City Council passed Ordinance Number 6293 placing a 3% sales tax on the April 4, 2023, General Election ballot, on the sale of adult use marijuana sold within the City of Sikeston.

Since the passage of Ordinance Number 6293, staff has discussed where the new funds might best serve the community. At this time, we would like to suggest they be used for the construction of a new fire station on Malone. The City has already purchased the property and selected an architect for the project. The tax is not anticipated to generate the full amount needed, the remainder will be paid from fund balance or future revenues.

Councilman Teachout moved to recommend using the proposed marijuana sales tax to offset the funding for a new fire station. The motion was seconded by Councilman Leible, discussed and the following vote recorded:

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

Authorization to Select Engineering Consultant for Northwest Sidewalk, Phase 2

On 01/17/23 the City posted a RFQ with MoDOT for purpose of soliciting a consulting engineer for the Northwest Sidewalk - Phase 2 project. We received submissions from two consultants: Waters Engineering and Bacon, Farmer, Workman Engineering. Our professional consulting committee met on 02/15/23 to evaluate the qualifications. For this project the committee is recommending Bacon/Farmer/Workman to serve as our consultant for both design and inspection services and proceed with executing the engineering services contract.

Councilman Baker moved to select Bacon, Farmer, Workman Engineering as the consulting engineer for the Northwest Sidewalk, Phase 2 project. The motion was seconded by Councilman Leible, discussed and the following vote recorded:

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

Authorization to Select Engineering Consultant for Rail-to-Trail, Phase 3

On 01/17/23 the City posted a RFQ with MoDOT for the purpose of soliciting a consulting engineer for the Rail-To-Trail - Phase 3 project. We received submissions from two consultants: Waters Engineering and Bacon, Farmer, Workman Engineering. Our professional consulting committee met on 02/15/23 to evaluate the qualifications. For this project the committee is recommending Waters Engineering to serve as our consultant for both design and inspection services.

Councilman Robison moved to select Waters Engineering as the consulting engineer for the Rail-to-Trail, Phase 3 project. The motion was seconded by Councilman Teachout, discussed and the following vote recorded:

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

Award Bids 23-46, 47, 48 & 49 – Ditch Mopping/Clean-Out

On February 8th, 2023 The City opened bids for ditch mopping in several locations. We received bids from 5 different contractors.

Bid #23-46 Complex Ditches: along N. Ingram (from where it comes under N. Ingram to the south end of the Complex) and the one going through the park that runs from the northside beside soccer fields to N. Ingram ditch. Approximate Length -5315 ft. (Rip Rap Placement will be required around the out flow and east side of the ditch on N. Ingram)
Salcedo Ditch - from N. Main to inlet east of Plaza Dr.- Approximate Length-3295 ft. (Rip Rap placement will be required south side at Plaza on west side of the box culvert).

Low Bidder: Jeff Hall Excavating
Low Bid: \$13,500.00

Bid #23-47 Tanglewood Ditch: approximate Length 803 ft. (Tanglewood Ditch will require you to haul away the materials removed)
Butler St. Ditch – (Vaughn St. to HWY 60) 9312 ft. (place debris on bank and leveled smooth so it can be mowed)

N. Kingshighway Ditches: Approximate Length 3548 ft (The Kingshighway ditches will require you to Haul away the materials removed) and reestablish flow line) Must work from the eastside of ditch approximately 8275 ft.

Low Bidder: Jeff Hall Excavating
Low Bid: \$29,600.00

Bid #23-48 Lateral B Ditch: from E. Malone south to St. John's Ditch (Reset flow line and place debris on bank and leveled smooth so it can be mowed) approximately 3850 ft. long. (Rip Rap Placement will be needed on the east bank just south of E. Malone Ave. and another area just south of the walk bridge on Ables Rd will need Rip Rap on both sides)

Low Bidder: Jeff Hall Excavating
Low Bid: \$11,000.00

Bid #23-49 Railroad Ditch: on the east side of Alan Wire on S. West St. (Reestablish flow line remove any trees approximately 4610 ft. (The first 1740 ft. will need to be done with a small excavator because of power lines and room to maneuver)
Stallcup Ditch reestablish flow line approximately 3,453 ft. (place debris on bank and leveled smooth so it can be mowed)

Low Bidder: Jeff Hall Excavating
Low Bid: \$12,500.00

Councilman Baker moved to award all bids to Jeff Hall Excavating in the amounts mentioned on each bid. The motion was seconded by Councilman Robison, discussed and the following vote recorded:

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

Award Bid #23-50 – Snowplow/Salt Spreader Unit

The City of Sikeston staff opened bids on February 8th, 2023 for a new snowplow and salt spreader unit for one of our supervisor's work pickups. Only one bid was receive and it was from Viking-Cives, of Morley, in the amount of \$16,975.00.

Councilman Teachout moved to award bid for new snowplow and salt spreader unit to Viking-Cives of Morley, MO in the amount of \$16,975.00. The motion was seconded by Councilman Leible, discussed and the following vote recorded:

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

ADJOURNMENT INTO EXECUTIVE SESSION

There being no further business before the City Council, Councilman Leible moved to adjourn into Executive Session (Property and Litigation). The motion was seconded by Councilman Teachout and the following roll call vote was recorded:

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

Mayor Pro Tem Brian Self called the Executive Session to order. Present were: Mayor Pro Tem Self and Councilmembers David Teachout, Vest Baker, John Leible and Tom Robison. Staff present were: City Manager Jonathan Douglass, City Counselor Tabatha Thurman, City Clerk Rhonda Council, Finance Director Karen Bailey, HR Director Amanda Groves, Public Works

Director Jay Lancaster, Community Development Director Barry Blevins and Public Safety Director James McMillen.

Councilman Leible moved to authorize entering into a lease agreement to purchase 1 acre of land on Larcel Drive from LaValle Farms in the amount of \$50,000/acre, with the City covering the closing cost and also to name the street LaValle Drive or LaValle Street. The motion was seconded by Councilman Teachout, discussed and the following roll call vote was recorded:

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

ADJOURNMENT OUT OF EXECUTIVE SESSION

Councilman Teachout moved to adjourn from executive session. The motion was seconded by Councilman Leible and the following roll call vote recorded:

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

ADJOURNMENT

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

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

APPROVED:

GREG TURNBOW, MAYOR

ATTEST:

RHONDA COUNCIL, CITY CLERK

SEAL:

**Presentation by Dille Pollard on
Construction of New Fire Station**

Council Letter

Date of Meeting: 23-03-06

Originating Department: Finance Department

To the Mayor and City Council:

Subject: Authorization to Release RFQ for Construction for Fire Station #2

Attachment(s):

1. None

Action Options:

1. Authorize Dille Pollard Architectural Firm to Release an RFQ for Construction
2. Other action Council may deem appropriate.

Background:

Brett Dille of Dille Pollard Architecture will be present to brief the City Council on the design-bid and design-bid-build construction project delivery systems. Design-bid-build (DBB) is a traditional construction project delivery method that involves the completion of three distinct phases in sequence. Construction does not begin until the design process is complete (and a bid accepted), so there is no overlap between design and construction. Design-build is also known as design/construct and single-source responsibility. As such, the owner manages only one contract with a single point of responsibility. The designer and contractor work together from the beginning, as a team, providing unified project recommendations to fit the owner's schedule and budget.

Design-bid-build (DBB), is clearly defined. The DBB method insists on transparency of costs upfront—which is not to say that ballooning change orders will not add to the bottom line later—and has made it a favorite in public contracts that are subject to rigorous oversight. The construction industry too has dozens upon dozens of subspecialties, each of whom like to stay in their lane, a process that DBB accommodates.

The traditional DBB method has worked well for years but is seeing competition from a more nimble approach, the design-build project delivery method. Design-build compresses the project lifecycle and time by encouraging overlap between the design and construction phases: construction can begin even when the design team is ironing out certain aspects of the design.

Council will be asked to select which project delivery system they would like to utilize in the construction of Fire Station 2.

Council Letter

Date of Meeting: 23-03-06

Originating Department: Finance Department

To the Mayor and City Council:

Subject: Unilever Chapter 100 Bonds

Attachment(s):

1. Bill Number 6298
2. Amended and Restated Performance Agreement

Action Options:

1. First Reading of Bill Number 6298, Approving an Amended and Restated Performance Agreement for Unilever Chapter 100 Bonds
2. Other action Council may deem appropriate.

Background:

On November 7, 2022, the City Council approve a plan for industrial development project and the issuance of industrial revenue bonds pursuant to Sections 100.010 to 100.200 of the Revised Statutes of Missouri for the purpose of providing tax incentives to Unilever Manufacturing (US), Inc. (the "Company") in connection with an expansion of the Company's facilities located at 2400 Rose Parkway in the City.

When the Performance Agreement was drafted, the calculation for the Payroll Requirement used the average salary plus benefits. The calculation should have included the salary only. Bill Number 6298 authorizes the amendment of the Performance Agreement to correct this error.

AN ORDINANCE APPROVING AN AMENDED AND RESTATED PERFORMANCE AGREEMENT BETWEEN THE CITY OF SIKESTON, MISSOURI AND UNILEVER MANUFACTURING (US), INC.

WHEREAS, on November 7, 2022, the City Council passed Ordinance No. 6287 approving, among other things, a Performance Agreement (the “Original Agreement”) between the City and the Unilever Manufacturing (US), Inc. (the “Company”) in connection with an industrial development project undertaken pursuant to Article VI, Section 27(b) of the Missouri Constitution, Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri, and the City Charter; and

WHEREAS, the City and the Company desire to enter into an Amended and Restated Performance Agreement in substantially the form of **Exhibit A** attached hereto (the “Agreement”), for the purpose of amending and restating the Original Agreement to revise certain Company payroll information;

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

Section 1. Approval of Agreement. The City is hereby authorized to enter into the Agreement, in substantially the form presented to and approved by the City Council and attached to this Ordinance, with such changes therein as shall be approved by the officials of the City executing the Agreement, such officials’ signatures thereon being conclusive evidence of their approval thereof. The Mayor or the City Manager is hereby authorized to execute the Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized to attest to and affix the seal of the City to the Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 2. Further Authority. The City shall, and the officials, agents and employees of the City are hereby authorized to, take such further action, and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City under the Agreement.

Section 3. Savings. Except as expressly set forth herein, nothing contained in this Ordinance shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or connected with the subject matter hereof.

Section 4. Severability. If any term, condition or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the City Council that it would have enacted this Ordinance without the invalid or unenforceable provision. If, as a result of a subsequent change in applicable law, the provision which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

Section 5. General Repealer Section: Any ordinance or parts thereof inconsistent herewith are hereby repealed.

Section 6. Record of Passage:

- A. Bill Number 6298 was introduced and read the first time on the 6th day of March, 2023.
- B. Bill Number 6298 was read the second and discussed on this 27th day of March, 2023, and voted as follows:

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

Teachout _____, Williams _____, and Turnbow _____,

thereby being approved and becoming Ordinance No. 6298.

- C. Upon passage by the City Council, this Bill shall become Ordinance No. 6298 and shall be in full force and effect from and after Wednesday, April 26, 2023.

Greg Turnbow, Mayor

Approved as to form
Tabatha Thurman, City Counselor

SEAL / ATTEST:

Rhonda Council, City Clerk

AMENDED AND RESTATED PERFORMANCE AGREEMENT

THIS AMENDED AND RESTATED PERFORMANCE AGREEMENT, dated as of [May 1, 2023], as from time to time amended and supplemented in accordance with the provisions hereof (this “Agreement”), between the **CITY OF SIKESTON, MISSOURI**, a charter city organized and existing under the laws of the State of Missouri (the “City”), and **UNILEVER MANUFACTURING (US), INC.**, a Delaware corporation (together with its affiliates, the “Company”).

RECITALS:

1. The City is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution, Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri (collectively, the “Act”) and the City Charter to purchase, construct, extend, improve and equip certain projects (as defined in the Act), to issue industrial revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, office industry, warehousing and industrial development purposes upon such terms and conditions as the City deems advisable.

2. On November 15, 2021, the City Council adopted Resolution No. 21-11-02 (the “Inducement Resolution”), stating the City’s intent to undertake an industrial development project consisting of the construction and equipment of an approximately 12,200 square foot expansion (collectively with the acquisition of the “Project Site” described on **Exhibit A** attached hereto, the “Project”) to the existing Unilever Manufacturing (US), Inc. (the “Company”) facility located at 2400 Rose Parkway in the City.

3. The Company completed the Project in reliance on the Inducement Resolution

4. Pursuant to the Act and as contemplated by the Inducement Resolution, the City Council passed Ordinance No. 6287 (the “Ordinance”) on November 7, 2022, authorizing the City to issue its Taxable Industrial Revenue Bonds (Unilever Project), Series 2022, in the maximum principal amount of \$22,000,000 (the “Bonds”), for the purpose of acquiring the completed Project from the Company.

5. The Ordinance authorized the City to (a) lease the Project to the Company pursuant to a Lease Agreement dated as of December 1, 2022 (the “Lease”) between the City, as lessor, and the Company, as lessee, and (b) enter into the Performance Agreement dated as of December 1, 2022 (the “Original Agreement”) in connection with certain local tax incentives for the Project.

6. On [March 27, 2023], the City Council passed Ordinance No. 6298 approving this Agreement for the purpose of amending and restating the Original Agreement to revise certain Company payroll information.

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the City and the Company hereby represent, covenant and agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1. Definitions of Words and Terms. In addition to the words and terms defined in the Recitals, the following words and terms as used herein shall have the following meanings:

“Additional PILOT Payment” means the additional payment in lieu of taxes provided for in **Section 3.3**.

“Annual Compliance Report” means the Annual Compliance Report to be submitted by the Company to the City pursuant to **Section 3.3**, in substantially the form attached as **Exhibit C**.

“Assessor” means the Assessor of Scott County, Missouri.

“Collector” means the Collector of Revenue of Scott County, Missouri.

“Completion Date” means the date of execution of the certificate required by **Section 4.5** of the Lease and **Section 504** of the Indenture, which shall be deemed executed and filed on December 31, 2022 if not actually executed and filed by December 31, 2022, except as otherwise provided in **Section 4.5** of the Lease.

“Event of Default” means any Event of Default as provided in **Section 6.1**.

“Facility” means, collectively, the Project and the Company’s other facilities located in the City.

“Indenture” means the Trust Indenture dated as of December 1, 2022 between the City and the trustee named therein relating to the Bonds, as may be amended and supplemented from time to time.

“Job” means a full-time position (minimum 35 hours per week on average) located at the Facility as of the Test Date.

“Payroll Requirement” means the total annual payroll for all of the Jobs, excluding benefits, which shall be at least \$42,000,000.

“PILOT Payments” means the payments in lieu of taxes provided for in **Article III**.

“Related Taxpayer” means (a) a corporation, partnership, limited liability company, trust or association controlled by the Company, (b) an individual, corporation, partnership, limited liability company, trust or association in control of the Company, or (c) a corporation, partnership, limited liability company, trust or association controlled by an individual, corporation, partnership, limited liability company, trust or association in control of the Company or Related Taxpayer. For the purposes of this definition, “control of a corporation” shall mean ownership, directly or indirectly, of stock possessing at least 50% of the total combined voting power of all classes of stock entitled to vote; “control of a partnership, limited liability company or association” shall mean ownership of at least 50% of the capital or profits interest in such partnership, limited liability company or association; and “control of a trust” shall mean ownership, directly or indirectly, of at least 50% of the beneficial interest in the principal or income of such trust; ownership shall be determined as provided in Section 318 of the U.S. Internal Revenue Code, as amended.

“**Test Date**” means each December 31 during the term of this Agreement, beginning December 31, 2022.

ARTICLE II

ISSUANCE OF BONDS

Section 2.1. Issuance of the Bonds. As described herein, the City intends to issue the Bonds (to be purchased by the Company) under the Act for the purpose of paying the Closing Price (as defined in the Indenture). In connection with the issuance of the Bonds, the City will acquire fee title to the Project.

ARTICLE III

PROPERTY TAX EXEMPTION; PILOT PAYMENTS

Section 3.1. Property Tax Exemption. So long as the City owns title to the Project, the City expects that the Project will be exempt from ad valorem taxes on real and personal property.

Section 3.2. Payments in Lieu of Taxes.

(a) The Company covenants and agrees that, during each year the Project is exempt from ad valorem real and personal property taxes by reason of the City’s ownership thereof, the Company will make PILOT Payments in such amounts and at such times as set forth in this **Article III**.

(b) The Assessor will, until this Agreement is terminated, annually determine an assessed valuation with respect to the Project in accordance with Article X, Section 4(b) of the Missouri Constitution and Section 137.115 of the Revised Statutes of Missouri, as if title to the Project were in the name of the Company and not the City. Such assessment shall be performed as of January 1 of each year. To facilitate the assessment, the Company agrees to provide to the Assessor each year, on or before March 1 of each year or such other date on which property declarations are required by law to be made, a report that includes the following information:

- (1) a list of the Project Equipment and the cost thereof, in form and content consistent with the personal property declarations that the Company makes with respect to any personal property located on the Project Site;
- (2) a list of all improvements made during the calendar year; and
- (3) such other information as the Assessor may reasonably require to complete the assessment of the Project.

The itemization of the Project Equipment shall be consistent with the information provided to the City and the Trustee under **Section 4.2** of the Lease and shall be of sufficient specificity so as to enable the appropriate City and Scott County officials to determine which personal property as reported on the annual personal property declaration constitutes Project Equipment (and therefore is owned by the City)

and which personal property does not constitute Project Equipment (and therefore is owned by the Company).

(c) The Assessor shall notify the City and the Company of the assessed valuation in writing.

(d) On or about the same date on which taxpayers are notified of taxes due under Missouri law, the Collector shall notify the Company and the City of the amount of PILOT Payments due hereunder. Except as otherwise provided in **Section 3.2(e)**, the PILOT Payments for years 2023 through 2032 shall equal 50% of the real and personal property taxes that would otherwise be due on the Project, but for the City's ownership thereof.

(e) The Company shall make additional PILOT Payments as may be required to satisfy any obligations to an ambulance district, a fire protection district or any other emergency services provider pursuant to the Act with respect to the Project. The parties acknowledge that, as of the date of this Agreement, this Section requires an additional PILOT Payment equal to 50% of the real and personal property taxes that the South Scott County Ambulance District would otherwise receive with respect to the Project, but for the City's ownership thereof (i.e., the South Scott County Ambulance and any other applicable emergency service provider, collectively under (d) and (e), will receive 100% of its real and personal property taxes that would otherwise be due on the Project, but for the City's ownership thereof).

(f) Each PILOT Payment shall be payable to the Collector. The Company covenants and agrees to make each PILOT Payment on or before December 31 of each year. The Company's failure to receive notices under (c) or (d) of this Section does not relieve the Company of its obligation to make the applicable PILOT Payment by December 31 as provided herein.

(g) Within 30 days after receipt of each PILOT Payment, the Collector shall, after deducting its customary fee for collection thereof and, if applicable, making any other deductions generally provided by law as if the PILOT Payment were a "property tax collection," divide each PILOT Payment among the taxing jurisdictions in proportion to the amount of the then-current ad valorem tax levy of each taxing jurisdiction; provided, any additional PILOT Payment paid pursuant to **Section 3.2(e)** shall be paid to the ambulance district, fire protection district or other emergency services provider, as applicable.

(h) No later than December 31, 2032, the Company shall exercise its option to purchase the Project pursuant to **Section 11.1** of the Lease. If title to the Project has not been transferred by the City to the Company as described in the preceding sentence, then by no later than December 31, 2033 and each year thereafter until title to the Project is transferred to the Company, the Company shall pay to the Collector a PILOT Payment equal to 100% of the real and personal property taxes that would otherwise be due on the Project, but for the City's ownership thereof, plus any prior year's PILOT Payment then remaining unpaid.

(i) If this Agreement is terminated due to any Event of Default under **Section 6.1**, the Company shall make a PILOT Payment for the year in which this Agreement is terminated equal to 100% of the real and personal property taxes that would otherwise be due on the Project, but for the City's ownership thereof during such year.

(j) If the Assessor fails to perform an assessment of the value of the Project, the following procedures will apply:

(1) The Assessor shall promptly notify the City and the Company if the Assessor determines for any reason not to perform an assessment of the Project. Within 30 days of such notice, the Company and the City shall each appoint a real estate appraiser licensed by the State

of Missouri (each of whom shall also be a member of the Appraisal Institute carrying the designation of “M.A.I.”).

(2) Within 45 days of such appointment, each appointed appraiser shall examine the Project and, using the same methodology and factors that would be used by the Assessor, render an opinion as to the assessed value thereof. The City and the Company will cooperate in all respects to enable the appointed appraisers to perform the duties specified herein within the applicable timeframe.

(3) If the opinions rendered by each appointed appraiser are within 10% of each other, the assessed value for purposes of this Section shall equal the average assessed value of the two appraisers’ opinions.

(4) If the opinions rendered by each appointed appraiser are not within 10% of each other, the two appraisers shall mutually appoint a third appraiser meeting the requirements of subparagraph (1). This appraiser shall perform an appraisal as provided by subparagraph (2), and the assessed value for purposes of this Section shall equal the average assessed value of the two closest appraisal opinions.

(5) The Company will pay the costs and expenses incurred by all appraisers appointed pursuant to this Section.

Section 3.3. Additional PILOT Payments for Failure to Maintain Minimum Number of Jobs or Payroll Requirement.

(a) The Company shall file an Annual Compliance Report with the City no later than each February 25 through the term of this Agreement, beginning February 25, 2023.

(b) In any calendar year in which the Annual Compliance Report reveals that the Company has failed to maintain the Minimum Number of Jobs, the Company shall make an Additional PILOT Payment (in addition to any payments required under **Section 3.2**) to the Collector (to be collected and distributed as provided in **Section 3.2**) based on the following formula:

$$VA * ((MJ - AJ) * 2\%) = \text{Additional PILOT Payment}$$

VA = The value of the tax exemption, net of any PILOT Payments, resulting from the City’s ownership of the Project for the year that the applicable Annual Compliance Report is filed (i.e., 2024, with respect to an Annual Compliance Report filed on or before February 25, 2024, reflecting Jobs as of the December 31, 2023 Test Date)

MJ = 795

AJ = Actual Jobs as of the Test Date and as shown in the Annual Compliance Report

(c) In any calendar year in which the Payroll Certification reveals that the Company has failed to maintain the Payroll Requirement, the Company shall make an Additional PILOT Payment (in addition to any payments required under **Section 3.2**) to the Collector (to be collected and distributed as provided in **Section 3.2**) based on the following formula:

$$VA * \left(\frac{PR - AP}{\$50,000} * 2\% \right) = \text{Additional PILOT Payment}$$

VA = The value of the tax exemption, net of any PILOT Payments, resulting from the City's ownership of the Project for the year that the applicable Payroll Certification is filed (i.e., 2024, with respect to Payroll Certification filed on or before February 25, 2024, reflecting payroll during calendar year 2023)

PR = \$42,000,000

AP = Actual total annual payroll for all of the Jobs, excluding benefits, as shown in the applicable Payroll Certification

(d) Notwithstanding any provision of this Agreement to the contrary, if for any reason the Annual Compliance Report reveals that the Company has failed to maintain at least 759 Jobs or have an Annual Payroll of at least \$40,000,000 for two consecutive years, the Company must exercise its option to purchase the Project by December 31 of the latter consecutive year pursuant to **Section 11.1** of the Lease.

(e) Notwithstanding any provision of this Agreement to the contrary, under no circumstances shall the amount of PILOT Payments and Additional PILOT Payments exceed in any year 100% of the real and personal property taxes that would otherwise be due on the Project, but for the City's ownership thereof.

Section 3.4. Obligation to Effect Tax Abatement. The City shall, at the Company's request and at the Company's expense, take all actions, subject only to limitations imposed by applicable law, to obtain and/or maintain in effect the exemption referred to in **Section 3.1** above, including any filing required with any governmental authorities; provided, however, the City shall not be liable for any failure of any other governmental taxing authority to recognize the exemption provided herein, and the City shall not be required to file litigation to effect the exemption. Notwithstanding the foregoing, the City shall instigate litigation to effect the exemption if it is agreed by the Company that such litigation will be of no cost to the City and that the Company will pay all costs associated with such litigation on behalf of the City. The City covenants that it will not voluntarily take any action that may cause or induce the levy or assessment of ad valorem taxes on the Project. If such a levy or assessment should occur, the City shall, at the Company's request and at the Company's expense, cooperate with the Company in all reasonable ways to prevent and/or remove any levy or assessment against the Project. Nothing herein shall prevent the Company from paying any such levy or assessment under protest.

Section 3.5. Other Property Taxes in Connection with the Project; Credits. The property tax exemption provided by the City's ownership of the Project is expected to apply to all interests in the Project during the period it is owned by the City. If any ad valorem property taxes are levied by or on behalf of any taxing jurisdiction against any interest in the Project during the period the City owns the Project (including, without limitation, any ad valorem taxes levied against the Company's rights in the Lease), the amount of ad valorem tax payments related to such levy or levies that are paid by the Company and received by the Collector shall be credited against and reduce on a *pro rata* basis the amount of the PILOT Payments the Company is obligated to pay pursuant to this Agreement. The Company shall be responsible for any taxes related to any interest in the Project that the Company owns in its own name or granted to the Company other than pursuant to the Lease. Notwithstanding **Section 4.5**, there shall be no reduction in PILOT Payments for any sales taxes imposed by any governmental authority, including the Missouri Department of Revenue, in connection with the

Company's acquisition of construction materials for real property improvements or equipment at the Project Site.

Section 3.6. Cessation or Reduction of Operations at the Project Site. If for any reason (unless the Project has been subject to a casualty and the Company is rebuilding or repairing the Project) the Company completely vacates, abandons and ceases operations and fails to occupy a portion of the Project Site during the term of this Agreement and does not exercise its option to purchase the Project within 90 days after such vacancy, abandonment, cessation of operations or failure to occupy, the Company shall make a PILOT Payment to the Collector (to be distributed as provided in **Section 3.2**) equal to 100% of the real and personal property taxes that would otherwise be due on the Project, but for the City's ownership thereof. Such payment shall be made on or before December 31 in the year in which the Company ceases operations and on each December 31 thereafter for each year in which the Project is, on January 1 of such year, still titled in the name of the City, and the Company has ceased operations or failed to occupy the Project Site.

Section 3.7. PILOT Payment if Company Purchases the Project.

(a) If the Company exercises its option to purchase the Project pursuant to **Section 11.1** of the Lease before the Collector notifies the Company of the PILOT Payment and Additional PILOT Payment, if any, due under this Agreement, the Company shall make a PILOT Payment to the Collector equal to 100% of the real and personal property taxes that would have otherwise been due on the Project, but for the City's ownership thereof, for the preceding calendar year. Once the Collector notifies the Company of the amount due under **Section 3.2** for the calendar year in which the Company purchases the Project, the Collector will refund to the Company the difference between the amount actually paid and the amount due under **Section 3.2**.

(b) If the Company exercises its option to purchase the Project pursuant to **Section 11.1** of the Lease after receiving notification of the PILOT Payment and Additional PILOT Payment, if any, due under this Agreement for the calendar year in which the Company purchases the Project, the Company shall pay that amount to the Collector (to be distributed as provided in **Section 3.2**) at or prior to closing on the purchase of the Project.

Section 3.8. No Abatement on Special Assessments, Licenses or Fees. The City and the Company hereby agree that the property tax exemptions described in this Agreement shall not apply to special assessments and shall not serve to reduce or eliminate any other licenses or fees owing to the City or any other taxing jurisdiction with respect to the Project. The Company hereby agrees to make payments with respect to all special assessments, licenses and fees which would otherwise be due with respect to the Project if the Project was not owned by the City, except as otherwise provided in this Agreement. Notwithstanding the foregoing, nothing herein shall waive the Company's right to any notice required under law or limit the ability of the Company from protesting such special assessments, licenses or fees.

Section 3.9. Company's Right to Protest Taxes. No provision of this Agreement shall be construed to limit or in any way restrict the availability of any provision of Missouri law which confers upon the Company the right to appeal, protest or otherwise contest in the name of the City and/or the Company, as appropriate, any property tax valuation, assessment or classification of the Project Site, the Project Improvements, the Project Equipment or any other personal property located on the Project Site.

Section 3.10. Additional Personal Property. The Company may acquire additional personal property on its own accord and not financed with proceeds of the Bonds. Such personal property shall not be subject to the terms of this Agreement and, therefore, shall be subject to ad valorem taxes.

ARTICLE IV

COVENANTS, REPRESENTATIONS AND AGREEMENTS

Section 4.1. Inspection. The City may conduct such periodic inspections of the Project as may be generally provided in the City's code. In addition, the Company agrees that the City and its duly authorized agents may at reasonable times not more than twice annually (during business hours but without disruption to the Company's business), subject to at least five business days' advance written notice and in observance of the Company's usual business, proprietary, safety, confidentiality and security requirements, enter upon the Project Site to examine and inspect the Project and the records of the Company that demonstrate compliance with this Agreement.

Section 4.2. Representations and Warranties.

(a) The City represents that as of the date of this Agreement and during the term of this Agreement, or such shorter period as may be expressly provided for below:

(1) The City is a charter city duly organized and validly existing under the laws of the State of Missouri.

(2) The execution, delivery and performance by the City of this Agreement have been duly authorized by all necessary City actions.

(3) The City has the right, power and authority to enter into, execute, deliver and perform its duties and obligations under this Agreement.

(4) There are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, or to the best of the City's knowledge, threatened or affecting the City that would impair its ability to enter into or perform its obligations under this Agreement.

(b) The Company represents that as of the date of this Agreement and during the term of this Agreement, or such shorter period as may be expressly provided for below:

(1) The Company is a corporation, validly existing and in good standing under the laws of the State of Delaware and qualified to transact business in the State of Missouri.

(2) The Company has the right, power and authority to enter into, execute and deliver this Agreement and perform its obligations hereunder.

(3) The execution, delivery and performance by the Company of this Agreement have been duly authorized by all necessary action, and do not violate the articles of organization or operating agreement of the Company, as the same may be amended and supplemented, or to the best of the Company's knowledge, any applicable provision of law, nor do they constitute a breach of or default under or require any consent under any agreement, instrument or document to which the Company is now a party or by which the Company is now or may become bound.

(4) There are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, or to the best of the

Company's knowledge, threatened or affecting the Company that would impair its ability to enter into or perform its obligations under this Agreement.

(5) The Company has obtained (or prior to the applicable time required will obtain) and will maintain all government permits, certificates and consents (including without limitation appropriate environmental approvals) necessary to conduct its business and to purchase, construct, equip, complete and operate the Project.

(6) To the best of the Company's knowledge, the Project is and will be in material compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, executive orders and codes pertaining to or affecting the Project, including environmental laws, subject to all applicable rights of the Company to contest the same.

(7) The Project will be operated by the Company in a manner that is consistent with the description of the Project herein and in the Lease.

Section 4.3. Survival of Covenants. All warranties, representations, covenants and agreements of the Company contained herein shall survive termination of this Agreement for any reason.

Section 4.4. Costs of Issuance of the Bonds. The Company agrees to pay or provide for payment from proceeds of the Bonds or other available funds, on the date of the initial issuance of the Bonds, all costs of issuance incurred in connection therewith, including reasonable legal, accounting and other costs incurred by the City.

Section 4.5. Sales Tax Exemptions. The City has provided a project exemption certificate to the Company in connection with the Company's acquisition of construction materials for the Project Improvements and will cooperate with the Company in connection with any replacements or modifications to that exemption certificate. The City agrees to assist the Company in implementing the sales tax exemptions from the State of Missouri pursuant to Section 144.054 of the Revised Statutes of Missouri.

ARTICLE V

SALE AND ASSIGNMENT

Section 5.1. Sale and Assignment. The benefits granted by the City to the Company pursuant to this Agreement shall belong solely to the Company, and such benefits shall not be transferred (other than to a Related Taxpayer), assigned, pledged or in any other manner hypothecated, except as provided in the Lease; but nothing herein shall preclude the Company from assigning or pledging its interest in the Leased Property so long as the Company continues to occupy the Leased Property and otherwise remains responsible for its undertakings herein.

ARTICLE VI

DEFAULT AND REMEDIES

Section 6.1. Events of Default. If any one or more of the following events occurs and is continuing, it is hereby defined as and declared to be and to constitute an Event of Default hereunder:

(a) the Company fails to make any PILOT Payment required to be paid hereunder within 10 days after written notice and demand by the City to the Company, specifying the amount of the PILOT Payment required to be paid hereunder;

(b) the Company fails to perform any of its material obligations hereunder for a period of 30 days (or such longer period as the City and the Company may agree in writing) after the City has given written notice to the Company specifying such failure, or if such failure is not subject to cure within such 30 days after such notice, the Company fails to initiate action to cure the default within such 30 days after such notice and fails to pursue such action diligently; or

(c) any representation of the Company contained herein proves to be materially false or erroneous and is not corrected or brought into compliance within 30 days (or such longer period as the City and the Company may agree in writing) after the City has given written notice to the Company specifying the false or erroneous representation and requiring it to be remedied, or if such matter is not subject to cure within such 30 days after such notice, the Company fails to initiate action to cure the default within such 30 days after such notice and fails to pursue such action diligently.

Any Event of Default under this Section shall also constitute an Event of Default under the Lease affording the City the remedies specified therein.

Section 6.2. Remedies on Default. If any Event of Default referred to in **Section 6.1** has occurred and continues beyond the period provided to cure, then the City may do any one or more of the following:

(a) require the Company to exercise its option to purchase the Project pursuant to **Section 11.1** of the Lease;

(b) utilize any available remedies under the Lease for an Event of Default under the Lease; or

(c) utilize all other remedies available at law or in equity.

Section 6.3. Interest on Late Payments. Any amounts due hereunder which are not paid when due shall, at City's option and upon written notice and demand from City, bear interest at the interest rate of 18% per annum from the date such payment was first due.

Section 6.4. Enforcement. In addition to the remedies specified in **Section 6.2**, upon the occurrence of an Event of Default, the City or any taxing jurisdiction that would benefit from the PILOT Payments provided for in this Agreement may bring an action for specific performance to enforce such payments. In the event of litigation pertaining to the enforcement of this Agreement, the losing party shall pay all costs of litigation, including reasonable attorneys' fees.

ARTICLE VII

TERM OF AGREEMENT

Section 7.1. Term of Agreement. This Agreement shall become effective upon execution by the parties hereto and shall terminate upon the earliest to occur of the following:

- (a) the payment in full of the Bonds (or any bonds issued to refund the Bonds) and the payment of all amounts due under this Agreement;
- (b) the occurrence and continuance of an Event of Default beyond the cure period and the subsequent termination of this Agreement pursuant to the provisions of the Lease and this Agreement; or
- (c) the expiration or termination of the Lease.

Section 7.2. Payments in Last Year. The foregoing provisions of **Section 7.1** shall not relieve the Company of its obligation to make any PILOT Payment owing during the year in which this Agreement terminates, to the extent the Company receives the ad valorem tax exemption contemplated for that year.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 8.1. Mutual Assistance. The City and the Company agree to take such actions as may be necessary or appropriate to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent.

Section 8.2. Notices. All notices, certificates or other communications required or desired to be given hereunder shall be given in the manner specified in the Lease.

Section 8.3. Severability; Effect of Invalidity. If for any reason any provision of this Agreement shall be determined to be invalid or unenforceable, such invalid or unenforceable term will be deemed severed from this Agreement and the validity and enforceability of the other provisions hereof shall not be affected thereby. If this Agreement, or any portion hereof, or any agreement related hereto, is determined to be invalid, the City may not recover or recapture any taxes subject to abatement as provided herein or benefits accruing to the Company prior to such determination if the Company has paid taxes in an amount at least equal to the PILOT Payments due under this Agreement.

Section 8.4. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Missouri.

Section 8.5. Execution in Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 8.6. Waiver. The City and the Company acknowledge and agree that the amounts payable hereunder shall constitute payments due the City under the Lease executed in connection with the Bonds. The Company shall not be entitled to any extension of payment of such amounts as a result of a filing by or against the Company in any bankruptcy court.

Section 8.7. Entire Agreement. This Agreement, together with the Lease, the Indenture and any other documents entered into of even date herewith in connection with the issuance of the Bonds, constitute the entire agreement of the parties with respect to the subject matter hereof and supersede all prior agreements, representations, negotiations and understandings, both written and oral, between the City and the Company with respect to the subject matter hereof. This Agreement shall not be modified

except by written agreement signed on behalf of the City and the Company by their duly authorized representatives.

Section 8.8. Electronic Transaction. The parties agree that 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 8.9. Employee Verification. The Company will comply with and satisfy the requirements of Section 285.530.2 of the Revised Statutes of Missouri, which requires (a) any business entity receiving tax abatement to, by sworn affidavit, annually affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the business entity receiving tax abatement, and (b) every such business entity to annually sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the business entity receiving tax abatement. The Company shall provide such affidavit, in substantially the form attached as **Exhibit B**, on or before February 25 of each year during the term of this Agreement.

Section 8.10. Anti-Discrimination Against Israel Act. Pursuant to Section 34.600 of the Revised Statutes of Missouri, the Company certifies that it is not currently engaged in and will not, for the duration of this Agreement, engage in a boycott of goods or services from (a) the State of Israel, (b) companies doing business in or with the State of Israel or authorized by, licensed by, or organized under the laws of the State of Israel, or (c) persons or entities doing business in the State of Israel.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective corporate names by their duly authorized officers, all as of the date first above written.

CITY OF SIKESTON, MISSOURI

[SEAL]

By: _____
Greg Turnbow, Mayor

ATTEST:

Rhonda Council, City Clerk

UNILEVER MANUFACTURING (US), INC.,
a Delaware corporation

By: _____
Name: David A. Schwartz
Title: Vice President

JOINDER BY COUNTY ASSESSOR

The Office of the Scott County Assessor hereby joins in the foregoing Amended and Restated Performance Agreement to the extent required to perform the obligations assigned to it pursuant to **Article III** thereof.

**OFFICE OF THE SCOTT
COUNTY ASSESSOR**

By: _____
Carla Essner, County Assessor

EXHIBIT A

PROJECT SITE

**DESCRIPTION - 0.28 Acre
Building Expansion Tract**

A PART OF LOT 2, SIKESTON BUSINESS & TECHNOLOGY PARK, FIRST ADDITION AS RECORDED IN PLAT BOOK NO. 15 AT PAGE NO. 36 OF THE LAND RECORDS OF THE COUNTY RECORDER'S OFFICE, CITY OF SIKESTON, COUNTY OF SCOTT, STATE OF MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 2, SIKESTON BUSINESS & TECHNOLOGY PARK, FIRST ADDITION, SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF ROSE PARKWAY; THENCE S 20° 18' 41" E, 283.32 FEET ALONG SAID EAST RIGHT OF WAY LINE; THENCE LEAVING SAID RIGHT OF WAY, N 69° 34' 49" E, 297.19 FEET TO THE TRUE POINT OF BEGINNING:

THENCE CONTINUING N 69° 34' 49" E, 69.50 FEET; THENCE S 20° 25' 11" E, 13.08 FEET; THENCE S 69° 34' 49" W, 9.33 FEET; THENCE S 20° 25' 11" E, 127.30 FEET; THENCE N 69° 34' 49" E, 50.34 FEET; THENCE S 20° 25' 11" E, 32.19 FEET; THENCE S 69° 34' 49" W, 87.42 FEET; THENCE N 20° 25' 11" W, 1.33 FEET; THENCE S 69° 34' 49" W, 23.08 FEET; THENCE N 20° 25' 11" W, 171.24 FEET TO THE POINT OF BEGINNING, CONTAINING 0.28 ACRES, MORE OR LESS.

EXHIBIT B

FORM OF COMPANY'S AFFIDAVIT

STATE OF _____)
) SS
COUNTY OF _____)

I, the undersigned, am over the age of 18 years and have personal knowledge of the matters stated herein.

I am a duly authorized officer of Unilever Manufacturing (US), Inc., a Delaware corporation (the "Company"), and am authorized by the Company to attest to the matters set forth herein.

I hereby affirm the Company's enrollment and participation in a "federal work authorization program" as defined in Section 285.525 of the Revised Statutes of Missouri, as amended.

The Company does not knowingly employ any person who is an "unauthorized alien" as defined in Section 285.525 of the Revised Statutes of Missouri, as amended.

Further Affiant Sayeth Not.

UNILEVER MANUFACTURING (US), INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My commission expires on: _____

EXHIBIT C

ANNUAL COMPLIANCE REPORT

To be filed on or before February 25 of each year, beginning on February 25, 2023

Business Name Unilever Manufacturing (US), Inc.	MO. Tax I.D. Number
City, State, Zip Code 2400 Rose Parkway Sikeston, MO 63801	Federal Employer I.D. Number (FEIN)
Total Jobs and Annual Payroll as of December 31 of Applicable Calendar Year	Applicable Calendar Year

The undersigned, a duly authorized representative of Unilever Manufacturing (US), Inc. hereby states and certifies that the information set forth in this report is true and correct.

Authorized Signature	Date
Contact Name	Phone Number

For questions, please contact JD Douglas at (573) 475-3708 or jdouglass@sikeston.org.

Please send form to:

Jonathan M. Douglass
City Manager
City of Sikeston
105 E. Center St.
Sikeston, MO 63801

The affidavit and documentation required by Section 8.9 of the Amended and Restated Performance Agreement relating to the Company's participation in a federal work authorization program is attached.

Council Letter

Date of Meeting 23-03-06

Originating Department: Public Works

To the Mayor and City Council:

Subject: Bid Award #23-23 Picnic Tables

Attachments:

1. Bid tabulation sheet

Action Options:

1. Award bid to Highland Products Group for \$14,413.66
2. Other action the City Council deems appropriate.

Background:

Staff opened bids for the purchase of 10 new picnic tables, including an add alternate bid for an 11th table, for park events on Wednesday, February 22, 2023. Bids were received from two companies. The bid tabulation sheet is attached. The lowest bid was from the Highland Products Groups for \$13,106.53. Their add alternate bid for an 11th picnic table was \$1,307.13, which brought the total bid price including the add alternate to \$14,413.66.

The Parks and Recreation Department had budgeted \$12,000 this current budget year for the purchase of 10 new picnic tables. We also received an additional \$2,000 donation from Farm Credit Southeast Missouri – Sikeston Branch in January for the purchase of an additional picnic table. The total cost for purchasing 11 picnic tables is slightly over budget; however, there will be other unused funds in the Capital Improvement Budget to cover the additional costs.

Staff is recommending awarding the bid to Highland Products Group for \$14,413.66.

CITY OF SIKESTON BID TABULATION SHEET
Bid #23-23, PICNIC TABLES

February 22, 2023

VENDOR	COST
Highland Products Group	Base Bid: \$13,106.53 Add Alternate: \$1,307.13 Total Bid: \$14,413.66
All Inclusive Rec LLC	Base Bid: \$15,958 Add Alternate: \$1,575.70 Total Bid: \$17,533.70

CHAIRMAN: Dustin Care **RECORDER:** Abbi Lindsay **VERIFIER:** Matt Holifield

Council Letter

Date of Meeting 23-03-06

Originating Department: Public Works

To the Mayor and City Council:

Subject: Bid Award #23-34 Banquet Chairs

Attachments:

1. Bid tabulation sheet

Action Options:

1. Award bid to EventStable for \$13,950.00
2. Other action the City Council deems appropriate.

Background:

Staff opened bids for the purchase of 300 new banquet chairs for the Clinton Building on Wednesday, February 22, 2023. Bids were received from one company. The bid tabulation sheet is attached. The only bid was from the EventStable for \$13,950.00.

The Parks and Recreation Department had budgeted \$20,000 this current budget year for the purchase of new tables and chairs for the Clinton Building. The combined total cost of tables and chairs equaled \$22,071.15 which puts us slightly over budget for this line item. The old tables and banquet chairs at the Clinton Building have been surplus and the Parks and Recreation Department is currently accepting bids from people and organizations who want to purchase these items. The money that will be received from selling of these should be enough to cover the additional expenses for purchasing new tables and chairs.

Staff is recommending awarding the bid to EventStable for \$13,950.00

**CITY OF SIKESTON BID TABULATION SHEET
Bid #23-34, BANQUET CHAIRS**

February 22, 2023

VENDOR	COST
EventStable	\$13,950.00

CHAIRMAN: Dustin Care **RECORDER**: Abbi Lindsay **VERIFIER**: Matt Holifield