

TENTATIVE AGENDA

REGULAR CITY COUNCIL MEETING  
CITY HALL  
COUNCIL CHAMBERS  
105 E. CENTER ST., SIKESTON MO  
MONDAY, MARCH 27, 2023  
5:00 P.M.

- I. CALL TO ORDER
- II. RECORD OF ATTENDANCE
- III. OPENING PRAYER
- IV. PLEDGE OF ALLEGIANCE
- V. ITEMS OF BUSINESS
  - A. 2<sup>nd</sup> Reading & Consideration, Bill #6298, Approving an Amended and Restated Performance Agreement for Unilever Chapter 100 Bonds
  - B. 1<sup>st</sup> Reading, Bill #6299, Request to Rezone Lots between Robert, Betty & Ralph St. from Two Family/Duplex Residential (R-4) to Highway Commercial (C-3)
  - C. 1<sup>st</sup> Reading, Bill #6300, Request to Subdivide Tract of Land between Robert, Betty, Ralph and Indiana Streets to be known as Eleven 13 Subdivision
  - D. 1<sup>st</sup> Reading, Bill #6301, Request to Subdivide Tract of Land Located North of Linn St. between Applegate Blvd. and Delores to be known as Linn Street Place
  - E. 1<sup>st</sup> Reading, Bill #6303, Re-adoption of Fair Housing Policy
  - F. Request for Conditional Use Variance for Taekwondo Studio at 202 Kennedy
  - G. Request for Conditional Use Variance for Storage Building on Lescher St.
  - H. Award Bid #23-56, LCRA Mowing
  - I. Approve Amended Contract for Additional Flock Camera System
  - J. Authorize 10-Hour Work Shifts for DPS Patrol Division
  - K. Authorization to Award Street Bid (Waters Engineering)
  - L. Other Items as May Be Determined During the Course of the Meeting
- VI. ADJOURNMENT

Dated this 22<sup>nd</sup> day of March 2023.

Rhonda Council

Rhonda Council, City Clerk

# **Council Letter**

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Date of Meeting: 23-03-27

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

Staff seeks Council's approval of this bill.

**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 of 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  <b>Unilever Manufacturing (US), Inc.</b>	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](mailto: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**

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Date of Meeting: 23-03-27

Originating Department: Department of Community Development

To the Mayor and City Council:

Subject: 1<sup>st</sup> Reading, Bill # 6299, Authorization to Rezone two lots from R-4 to C-3

Attachment(s):

1. Bill # 6299
2. Plat

Action Options:

1. 1<sup>st</sup> Reading and Briefing only. Council action will be requested on April 3, 2023.
2. Other action the Council may deem appropriate.

Background:

Staff received a request from Water Engineering, Inc, on behalf of Eleven 13 Investments, LLC, to rezone two lots which lies between Robert, Betty, and Ralph Street, to be known as Eleven 13 Subdivision, from Two-Family Residential (R-4) to Highway Commercial (C-3) in the City of Sikeston, Missouri. This will be redeveloped into 8 lots in the proposed "Eleven 13 Subdivision". The requestor is only asking for two of the lots (lots 1 & 2) to be rezoned to C-3. The other lots will remain in the R-4 zone.

The Planning and Zoning committee met March 14, 2023 and passed a favorable recommendation to approve the rezoning request.



THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6299 PROVIDING FOR THE REZONING TWO LOTS FROM “R-4” TWO FAMILY/DUPLEX RESIDENTIAL TO “C-3” HIGHWAY COMMERCIAL THE FOLLOWING DESCRIBED REAL ESTATE TO-WIT: A TRACT OF LAND WHICH LIES BETWEEN ROBERT, BETTY, AND RALPH STREET IN SIKESTON, 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 March 14, 2023 and voted to approve the rezoning of two lots from “R-4” Two-Family Residential to “C-3” Highway Commercial the following described real estate to-wit: Lot 1 & 2 of Eleven 13 Subdivision, Scott County, Missouri as shown on Plat and marked Exhibit A. 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-4” Two-Family Residential to “C-3” Highway Commercial.

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 6299 was introduced and read for the first time this 27<sup>th</sup> day of March 2023.

B. Bill Number 6299 was read the second time and discussed on this 3<sup>rd</sup> day of April 2023 and was voted as follows:

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

C. Ordinance 6299 shall be in full force and effect from and after May 3, 2023.

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

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

Seal / Attest:

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



# **Council Letter**

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Date of Meeting: 23-03-27

Originating Department: Department of Community Development

To the Mayor and City Council:

Subject: 1<sup>st</sup> Reading, Bill # 6300, Subdivision of a tract of land, to be known as Eleven 13 Subdivision

Attachment(s):

1. Bill # 6300
2. Plat

Action Options:

1. 1<sup>st</sup> Reading and Briefing only. Council action will be requested on April 3, 2023.
2. Other action the Council may deem appropriate.

Background:

Staff received a request from Water Engineering, Inc, on behalf of Eleven 13 Investments, LLC, to subdivide a tract of land into 8 lots, to be known as Eleven 13 Subdivision which lies between Robert, Betty, Ralph, and Indiana Streets, in the City of Sikeston, Missouri.

The Planning and Zoning committee met March 14, 2023 and passed a favorable recommendation to approve the subdivision request.

**BILL Number 6300**

**ORDINANCE Number 6300**

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6300 PROVIDING FOR THE APPROVAL TO SUBDIVIDE A TRACT OF LAND INTO 8 LOTS, WHICH LIES BETWEEN ROBERT, BETTY, RALPH, AND INDIANA STREETS, IN THE CITY OF SIKESTON, MISSOURI. BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SIKESTON, MISSOURI AS FOLLOWS:

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

SECTION II: The Planning and Zoning Commission met on March 14, 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 Eleven 13 Subdivision:

All of Lots Numbered 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44 and 45 Crowe's Place, Scott County, Missouri as shown on Plat thereof recorded in Book 6 at Page 36. Subject to all easements, if any, affecting the same.

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

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

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

SECTION VI: Record of Passage

- A. Bill Number 6300 was introduced and read for the first time this 27<sup>th</sup> day of March 2023.
- B. Bill Number 6300 was read the second time and discussed on this 3<sup>rd</sup> day of April 2023 and was voted as follows:

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

- C. Ordinance 6300 shall be in full force and effect from and after May 3, 2023.

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

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

Seal / Attest:

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



# **Council Letter**

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Date of Meeting: 23-03-27

Originating Department: Department of Community Development

To the Mayor and City Council:

Subject: 1<sup>st</sup> Reading, Bill # 6301, Subdivision of a tract of land, to be known as Linn Street Place

Attachment(s):

1. Bill # 6301
2. Plat

Action Options:

1. 1<sup>st</sup> Reading and Briefing only. Council action will be requested on April 3, 2023.
2. Other action the Council may deem appropriate.

Background:

Staff received a request from Lambert Engineering & Surveying, on behalf of Albert and Kaylan Dockins III, to subdivide a tract of land into 9 lots, to be known as Linn Street Place which is located to the North of Linn St. between Applegate Blvd and Delores in the City of Sikeston, Missouri.

The Planning and Zoning committee met March 14, 2023 and passed a favorable recommendation to approve the subdivision request.

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6301 PROVIDING FOR THE APPROVAL TO SUBDIVIDE A TRACT OF LAND INTO 9 LOTS, TO BE KNOWN AS LINN STREET PLACE WHICH IS LOCATED TO THE NORTH OF LINN STREET BETWEEN APPLGATE BOULEVARD AND DELORES IN THE CITY OF SIKESTON, MISSOURI.

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

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

SECTION II: The Planning and Zoning Commission met on March 14, 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 Linn Street Place:

All that part of the west half of fractional Section 20, Township 26 North, Range 14 East, Scott County, Missouri, bounded and described as follows: Beginning at a cross in the top of a concrete headwall in the North line of Linn Avenue (Formerly known as the Charleston and Sikeston County Road), said cross being S.70°23’W., 366.32 feet from a concrete 18 inch x 6 inch x 6 inch set by Murray 1909, said concrete 18 inch x 6 inch x 6 inch being N.12°42’W., 1.37 chains from a point in the Centerline of the Missouri Pacific Railroad (Formerly the St. Louis Iron Mountain and Southern Railroad Cairo Branch), which point is S.70°23’W., 19.85 chains measured along the centerline of said Railroad from the North and South Centerline of said fractional Section 20; Thence S.70°23’W. Parallel with the North line of Linn Avenue 298.3 feet to a concrete 18 inch x 6 inch x 6 inch set by Murray 1909; Thence N.12°42’W., 660.0 feet to a concrete 18 inch x 6 inch x 6 inch set by Murray 1909; Thence N.70°23’E. Parallel with the North line of Said Linn Avenue, 298.3 feet to a point; Thence S.12°42’E., 660.0 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 VI: Record of Passage

A. Bill Number 6301 was introduced and read for the first time on this 27<sup>th</sup> day of March 2023.

B. Bill Number 6301 was read the second time and discussed on this 3<sup>rd</sup> day of April 2023 and was voted as follows:

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

C. Ordinance 6301 shall be in full force and effect from and after May 3, 2023.

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

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

Seal / Attest:

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







## Council Letter

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Council Letter: 23-03-27

Originating Department: Governmental Services

Subject: First Reading Bill #6303, Re-adoption of Fair Housing Policy

To the Mayor and City Council:

Attachments:

1. Bill 6303

Action Options:

1. Conduct first reading of Bill 6303
2. Other actions as Council may deem appropriate

Background:

Bill 6303 calling for the re-adoption of the City's Fair Housing Policy is being submitted for first reading. Annual re-adoption of this policy is required to maintain compliance with State CDBG funding requirements. Bill 6303 defines discriminatory practices and establishes a Fair Housing Committee to hear violations of municipal Fair Housing Complaints and eliminate alleged discriminatory practice by conference and conciliation. (The Housing Authority Board of Commissioners serves as the Fair Housing Committee.)

2<sup>nd</sup> reading of this bill has been scheduled for April 3, 2023.

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6303, PROVIDING "FAIR HOUSING" FOR THE CITY OF SIKESTON, MISSOURI, DEFINING DISCRIMINATORY HOUSING PRACTICES, AND CREATING A FAIR HOUSING COMMITTEE.

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

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

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

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

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

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

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

accessibility requirements.

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

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

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

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

provided however, that:

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

SECTION VII. Administration:

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

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

SECTION VIII. Enforcement.

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

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

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

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

SECTION XII: Record of Passage:

- A. Bill Number 6303 was introduced and read the first time this 27<sup>th</sup> day of March 2023.
- B. Bill Number 6303 was read the second time and discussed this 3<sup>rd</sup> day of April 2023, and voted as follows:  
  

Williams, \_\_\_\_\_, Self, \_\_\_\_\_, Teachout, \_\_\_\_\_,  
Baker \_\_\_\_\_, Leible, \_\_\_\_\_, Robison \_\_\_\_\_,  
Turnbow, \_\_\_\_\_, thereby being  
\_\_\_\_\_, and  
becoming ordinance 6303.
- C. Ordinance 6303 shall be in full force and effect from and after May 3, 2023.

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

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

Seal / Attest

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

# **Council Letter**

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Date of Meeting: 23-03-27

Originating Department: Department of Community Development

To the Mayor and City Council:

Subject: Conditional Use Variance- Taekwondo Studio

Attachment(s):

1. Application
2. Letter of Request
3. Plat

Action Options:

1. Approve/Disapprove Request for a conditional use variance for a taekwondo studio.
2. Other action the Council may deem appropriate.

Background:

Staff received a request from General Baptist Foundation for a conditional use variance for a taekwondo studio to be located at 202 Kennedy, Sikeston, Missouri. The property owner plans to sell the property to an individual that wishes to use the building for commercial use as a taekwondo studio. The property is zoned R-5 Multi-family Residential. The use of the building as a taekwondo studio is not allowed in an R-5 zone.

The Planning and Zoning committee met on March 14, 2023 and passed a favorable recommendation to approve the conditional use variance request.

Application to Planning and Zoning Commission  
City of Sikeston, Missouri

**Attachments needed:**

- Letter of Request to P&Z Commission detailing request for annexation, zoning, subdivision or conditional use
- 1 large scale plat and 1 small scale plat with engineer's or architect's seal (seal not required for rezoning or conditional use request) sketch plan shall detail proposed layout of streets, lots and other features in relation to existing area along with other data describing proposed development
- Legal Description must be provided in a Word Document on a flash drive

Application fees, legal notice fees and mailing fees are the responsibility of the applicant and are billed separately. Fees are due prior to the meeting date.

All requests, including application, letter of request and plats, are to be received at least 25 days prior to the meeting date. The regular meeting date is the second (2<sup>nd</sup>) Tuesday of each month.

*To be completed by the applicant*

Applicant Name(s): General Baptist Foundation \_\_\_\_\_

Address: 100 Stinson Drive, Poplar Bluff, MO 63901 \_\_\_\_\_

I/We apply to the Planning and Zoning Commission for the following manner:

**For Annexation:**

1. Address of Property: \_\_\_\_\_
2. Legal Description of Property: \_\_\_\_\_
3. Property Owner: \_\_\_\_\_

**For a Zoning Request:**

1. Address of property, if available: \_\_\_\_\_
2. Legal description of property: \_\_\_\_\_
3. Property owner: \_\_\_\_\_
4. Current zoning: \_\_\_\_\_
5. Type of zoning requested: \_\_\_\_\_

**For a Subdivision Request:**

1. Address of property, if available: \_\_\_\_\_
2. Legal description of property: \_\_\_\_\_
3. Property Owner: \_\_\_\_\_
4. Current number of lots: \_\_\_\_\_
5. Proposed number of lots: \_\_\_\_\_

**For a Conditional Use Variance:**

1. Address of Property: 202 Kennedy St., Sikeston, MO 63801 \_\_\_\_\_
2. Legal Description of Property: Lot 6 Block 6 of Collins North Acres to the city of Sikeston, Scott County, MO \_\_\_\_\_
3. Property Owner: General Baptist Foundation \_\_\_\_\_
4. Why is a conditional use being sought and what purpose is the conditional use to serve? To sell the Property to an individual that wishes to use the building for a commercial use as a taekwondo studio \_\_\_\_\_

Linda McDonough  
Applicant Name (Please print)

Linda McDonough  
Applicant's Signature



**GENERAL BAPTIST  
ADMINISTRATIVE FINANCIAL**  
100 Stinson Drive • Poplar Bluff, MO 63901

**LINDA MCDONOUGH**  
Financial Officer

OFFICE: 573.785.7746 • FAX: 573.785.0564 • [LINDA.MCDONOUGH@GENERALBAPTIST.COM](mailto:LINDA.MCDONOUGH@GENERALBAPTIST.COM)

February 8, 2023

Planning and Zoning Commission  
City of Sikeston, Missouri

To Whom It May Concern:

The congregation of North Acres General Baptist Church made the decision to close the church and deed the property over to the General Baptist Foundation. After unsuccessfully trying to start another church in the building, the Foundation has made the decision to sell the property.

As such, the Foundation is requesting a conditional use variance on the property. The property is zoned R-5 multi-family residential and the potential buyer would like to use the property for a commercial use of a taekwondo studio.

Thank you for your consideration of our request.

Sincerely,

  
Linda McDonough, CFO  
General Baptist Ministries



# Missouri Taekwondo Institute

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605 Brunt Blvd Suite C  
Sikeston, MO 63801  
(573) 382-4244  
[MISSOURITAEKWONDO@GMAIL.COM](mailto:MISSOURITAEKWONDO@GMAIL.COM)  
[WWW.MISSOURITAEKWONDO.COM](http://WWW.MISSOURITAEKWONDO.COM)

February 07, 2023

To the members of the Planning and Zoning Commission in Sikeston, MO,

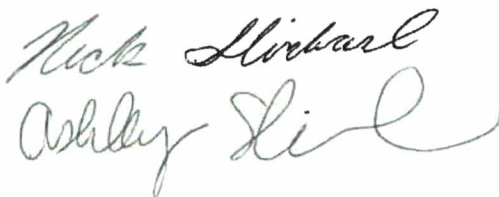
This letter is to inform you of our request to obtain a Use Variance for the property located at 202 Kennedy Dr. (Lot 6 Block 6 Collin's N A SEC 2 Sikeston). Our reason to obtain this use variance is to facilitate the purchase of the property, and for its use as a martial arts school, occupied by the Missouri Taekwondo Institute.

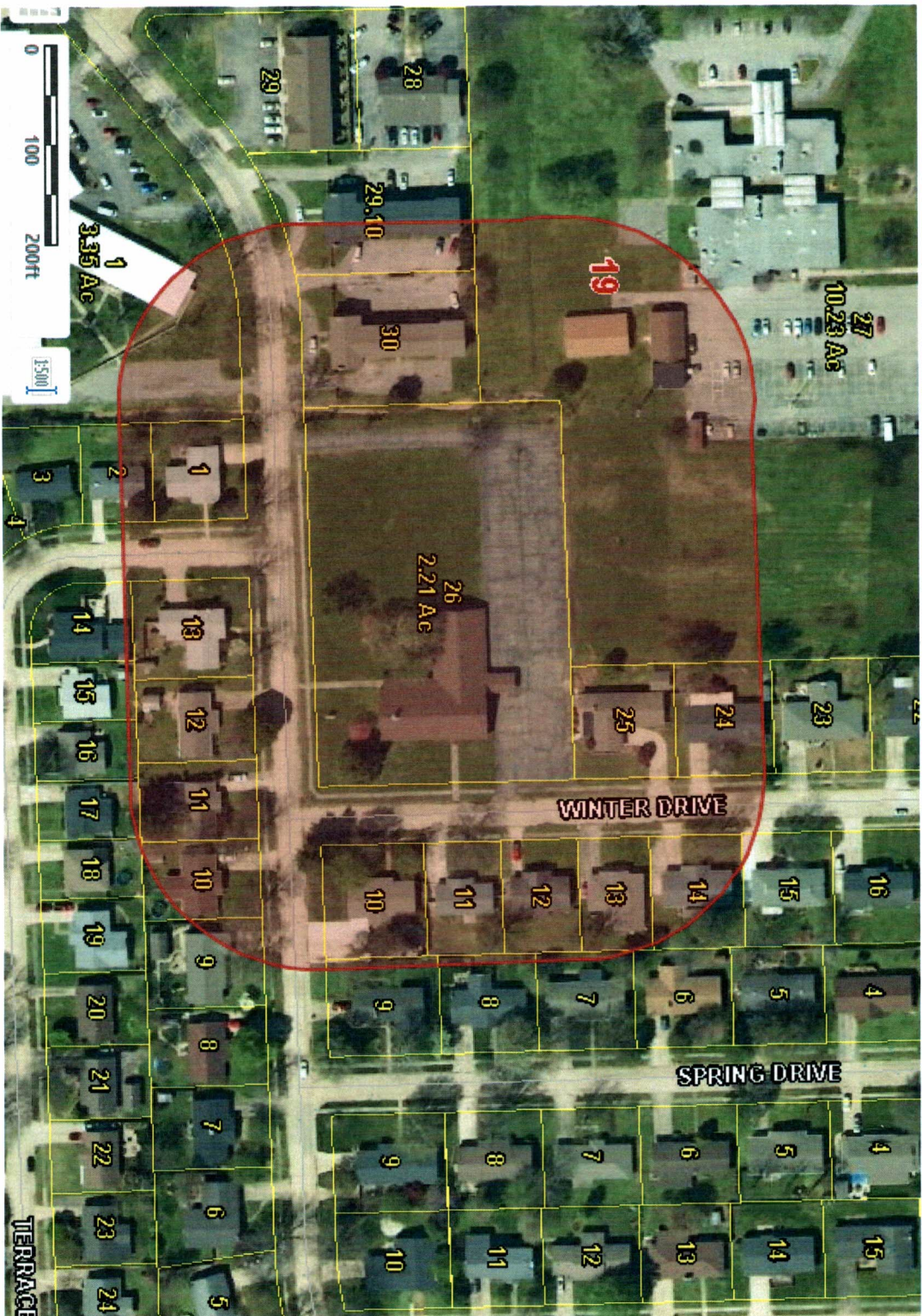
My wife and I, as owners and the head instructor at the Missouri Taekwondo Institute, have operated this martial arts school in Sikeston, MO since 2011. Our intent would be to use the property at 202 Kennedy Dr. for the martial arts instruction, classes, and activities of the institute.

Our normal hours of operation for classes at this moment are  
Monday-Thursday from 5:00pm-8:30pm  
Most Saturdays from 8:00am-12:00pm

Sincerely,

Nick Slinkard & Ashley Slinkard

Handwritten signatures of Nick Slinkard and Ashley Slinkard. Nick's signature is written in a cursive style, and Ashley's signature is also cursive and appears to be written below Nick's.



# **Council Letter**

---

Date of Meeting: 23-03-27

Originating Department: Department of Community Development

To the Mayor and City Council:

Subject: Conditional Use Variance- Storage Building

Attachment(s):

1. Application
2. Letter of Request
3. Plat

Action Options:

1. Approve/Disapprove Request for a conditional use variance storage building on a lot that does not have a primary residential building.
2. Other action the Council may deem appropriate.

Background:

Staff received a request from Chester and Jeanette Bell for a conditional use variance to allow a storage building on a lot that does not have a primary residential building located on Lescher St., Sikeston, Missouri. The Bells' desire to construct a storage building for private storage with no intent to conduct any business out of the proposed storage building. The current zoning of the property is Two Family/Duplex Residential (R-4). In a R-4 zone accessory buildings shall be clearly and incidental to the main building. Mr. Bell does not have a main building on the lot.

The Planning and Zoning committee met on March 14, 2023 and passed a favorable recommendation to approve the conditional use variance request.



Application to Planning and Zoning Commission  
City of Sikeston, Missouri

**Attachments needed:**

- ☒ • Letter of Request to P&Z Commission detailing request for annexation, zoning, subdivision or conditional use
- 1 large scale plat and 1 small scale plat with engineer's or architect's seal (seal not required for rezoning or conditional use request) sketch plan shall detail proposed layout of streets, lots and other features in relation to existing area along with other data describing proposed development
- Legal Description must be provided in a Word Document on a flash drive

Application fees, legal notice fees and mailing fees are the responsibility of the applicant and are billed separately. Fees are due prior to the meeting date.

All requests, including application, letter of request and plats, are to be received at least 25 days prior to the meeting date. The regular meeting date is the second (2<sup>nd</sup>) Tuesday of each month.

*To be completed by the applicant*

☒ Applicant Name(s): Chester - Jeannette Bell

☒ Address: 905 N. Lanney Sikeston Mo. 63801

I/We apply to the Planning and Zoning Commission for the following manner:

phone # 573-471-6460

**For Annexation:**

1. Address of Property:
2. Legal Description of Property:
3. Property Owner:

**For a Zoning Request:**

1. Address of property, if available: \_\_\_\_\_
2. Legal description of property: \_\_\_\_\_
3. Property owner: \_\_\_\_\_
4. Current zoning: \_\_\_\_\_
5. Type of zoning requested: \_\_\_\_\_

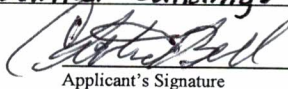
**For a Subdivision Request:**

1. Address of property, if available: \_\_\_\_\_
2. Legal description of property: \_\_\_\_\_
3. Property Owner: \_\_\_\_\_
4. Current number of lots: \_\_\_\_\_
5. Proposed number of lots: \_\_\_\_\_

☒ **For a Conditional Use Variance:**

1. Address of Property: Lescher St
2. Legal Description of Property: PT NE 1/4 PT LOT 6 OB 20 249.50 X 189.85 X 189
3. Property Owner: Bell Revoc living trust
4. Why is a conditional use being sought and what purpose is the conditional use to serve?  
To allow for a storage building on the lot that does not have a primary residential building.

CHESTER - JEANNETTE BELL  
Applicant Name (Please print)

 Jeannette Bell  
Applicant's Signature

# LAWRENCE & LAWRENCE, L.L.C.

Attorneys at Law

250 N. Kingshighway, Post Office Box 2001, Sikeston, Missouri 63801

Telephone: (573) 471-5554 • Facsimile: (573) 471-9755

**Bruce A. Lawrence**

[bruce@lawrence-attorneys.com](mailto:bruce@lawrence-attorneys.com)

**R. Kye Lawrence**

[kye@lawrence-attorneys.com](mailto:kye@lawrence-attorneys.com)

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February 14, 2023

City of Sikeston  
ATTN: Planning & Zoning Commission  
105 E. Center St.  
Sikeston, MO 63801

**RE: Chester & Jeanette Bell  
Lescher Street Property Variance**

Dear Sir/Madam:

Please take this as a formal request of Chester and Jeanette Bell for a variance in regard to the property they own on Lescher Street here in Sikeston, Missouri. The property is an empty lot with no improvements. The Bells desire to construct a storage building for private storage. There is no intent to conduct any business out of the proposed storage building. The Bells are requesting a variance to allow them to construct the storage building on their property which does not have a primary residential building. A completed and executed Application for Variance is enclosed. Thank you for your help and cooperation and please advise if you need anything additional.

Yours very truly,

  
Bruce Lawrence

BL:dm

Enclosure

cc: Chester & Jeanette Bell





# **Council Letter**

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Date of Meeting: 23-03-27

Originating Department: Department of Community Development

To the Mayor and City Council:

Subject: Award Bid 23-56 for Mowing of LCRA and City Nuisance Lots

Attachment(s):

1. Bid Tabulation Sheet- Bid 23-56 with staff recommendations highlighted

Action Options:

1. Approve award of mowing contract to Grow-N-Mow, LLC
2. Other action the Council may deem appropriate.

Background:

The Community Development Department has opened bids for contractual mowing services for the LCRA and City Nuisance lots. Bids were opened on March 7, 2023 for the contract period of April 1, 2023 through March 31, 2024. A bid tabulation sheet with the results is attached for review.

Bids were reviewed by City Staff and LCRA board members on March 20, 2023. Staff recommends the bid be awarded to the low bidder, Grow-N-Mow, LLC, in the amount of \$3,500 monthly (approximately 24,500 per year). The typical mowing season is from April through October. The payment for mowing services will be split between the LCRA and the City of Sikeston.

**CITY OF SIKESTON BID TABULATION SHEET**  
**Bid # 23-56**

**March 7, 2023**

<b>VENDOR</b>	<b>COST</b>
<b>SOUTHEAST LAWN CARE</b>	<b>\$3970.00</b>
<b>GROW-N-MOW, LLC</b>	<b>\$3500.00</b>
<b>GREENLIGHT LAWN SERVICE</b>	<b>\$4508.00</b>
<b>LAWN PLUS AND MORE</b>	<b>\$5000.00</b>
<b>RHODEN &amp; TURNER EXCACATION</b>	<b>\$6000.00</b>

**CHAIRMAN:**  
Barry Blevins

**RECORDER:**  
Victoria Williams

**VERIFIER:**  
Amy Gosnell



# Council Letter

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Date of Meeting: 23-03-27

Originating Department: Department of Public Safety

To the Mayor and City Council:

Subject:

Contract approval for Flock Camera addition to City-Wide Camera Infrastructure

Attachments:

Flock Safety Quote (Quote ID: Q-13998-Amended)

Action Options:

1. Approve 5 year contract for Flock Safety cameras X 2
2. Other action Council may deem appropriate.

Background:

The Department of Public Safety is seeking approval to enter into an amended contract with Flock Safety. This amended contract adds two additional cameras to what was initially approved. The pricing structure for the amended contract remains the same as the initial. The first payment would be \$5,700.00. Years 2-5 would bill annually at \$5,000/year. The annual cost of this addition to the contract would be covered by a donation from a local business.

**FLOCK GROUP INC.**  
**SERVICES AGREEMENT**  
**ORDER FORM**

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. (“**Flock**”) and the customer identified below (“**Agency**”) (each of Flock and Customer, a “**Party**”). This order form (“**Order Form**”) hereby incorporates and includes the “GOVERNMENT AGENCY AGREEMENT” attached (the “**Terms**”) which describe and set forth the general legal terms governing the relationship (collectively, the "**Agreement**" ). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the “**Effective Date**”).

<b>Agency:</b> MO - Sikeston Dept of Public Safety  <b>Legal Entity Name:</b>	<b>Contact Name:</b> Ryan Smith
<b>Address:</b> 201 S Kings Hwy Sikeston, Missouri 63801	<b>Phone:</b> (573) 748-0013 <b>E-Mail:</b> rsmith@sikeston.org
<b>Expected Payment Method:</b>	<b>Billing Contact:</b> (if different than above)

<b>Initial Term:</b> 60 months <b>Renewal Term:</b> 24 months	<b>Billing Term:</b> Annual payment due Net 30 per terms and conditions <b>Billing Frequency:</b> Annual Plan - First Year Invoiced at Signing
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Professional Services and One-Time Purchases

Name	Price/Usage Fee	QTY	Subtotal
Professional Services - Standard Implementation Fee	\$350.00	2.00	\$700.00

Hardware and Software Products

Annual recurring amounts over subscription term

Name	Price/Usage Fee	QTY	Subtotal
Falcon	\$2,500.00	2.00	\$5,000.00

Subtotal Year 1:	\$5,700.00
Subscription Term:	60 Months
Annual Recurring Total:	\$5,000.00
Estimated Sales Tax:	\$0.00
Total Contract Amount:	\$25,700.00

I have reviewed and agree to the Customer Implementation Guide on Schedule B at the end of this agreement.

**By executing this Order Form, Agency represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached.** The Parties have executed this Agreement as of the dates set forth below.

**FLOCK GROUP, INC.**

**Agency: MO - Sikeston Dept of Public Safety**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Ryan Smith

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Council Letter

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Date of Meeting: 23-03-27

Originating Department: Finance

To the Mayor and City Council:

Subject:

Attachment(s):

1. Proposed Patrol Division schedule
2. Table showing salary & accrual adjustments.

Action Options:

1. Authorize staff to transition DPS Patrol Division to 10-hour shifts.
2. Other actions as Council may deem appropriate.

Background:

Staff is seeking authorization to transition Patrol Division from a five day, eight hour schedule to a four day ten hour schedule. Additionally, we would reclassify lieutenants from exempt to non-exempt status with this change.

Currently the schedule in Patrol Division is based on the standard five-day work week with officers working 8.3 hours per day. Shifts are scheduled for 7:00 a.m.-3:00 p.m., 3:00 p.m.-11:00 p.m., and 11:00 p.m.-7:00 a.m. with no overlapping coverage. The proposed schedule would change this to a four-day work week with 10.3 hour shifts for officers. The new schedule would include a two hour overlap between shift change allowing officers to complete reports, provide additional coverage on patrol or to complete additional duties assigned. This overlap would eliminate the need for officers to work overtime to complete these tasks.

These changes could improve recruitment and retention, provide officers with more work/life balance with an additional day off, reduce potential burnout, and boost morale within the department. Salary and accrual rates would be adjusted to eliminate any financial impact to both the City and officers.

		SN	MN	TU	WD	TH	FR	SA	SN	MN	TU	WD	TH	FR	SA	SN	MN	TU	WD	TH	FR	SA	SN	MN	TU	WD	TH	FR	SA
PATROL DIVISION		3	3	3	3	3	3	4	4	4	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
DAYS 0600-1600		26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
LT	B45	X	X		T			X	X	X					X	X	X					X	X	X				X	
SGT	C87				X	X	X					X	X	X					T	X	X					T	X	X	
PSO	513		X	X	X					X	X	X				X	X	X		X	X			X	X		T	X	X
FTO	388				X	X	X					X	X	X					X	X	X					T	X	X	
PSO	545	X	X	S	T	O	W	X	X	X					X	X	X					X	X	X				X	
PSO	525	F	M	X	X	X	L	A	F	M	X	X	X	L	A	F	M	X	X	X	L	A	F	M	X	X	X	L	A
PSO	535	X					X	X	X					X	X	X					X	X	X					X	X
PSO	515	X	X	X						X	X	X					X	X	X					X	X	X			
FTO	386					X	X	X					X	X	X					X	X	X					X	X	X
OFFICER TOTAL		4	3	3	3	3	3	3	4	4	4	3	4	3	3	4	3	4	3	4	3	3	4	3	4	3	4	3	3
PATROL DIVISION		SN	MN	TU	WD	TH	FR	SA	SN	MN	TU	WD	TH	FR	SA	SN	MN	TU	WD	TH	FR	SA	SN	MN	TU	WD	TH	FR	SA
EVENINGS 1400-2300		3	3	3	3	3	3	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
LT	B46	X	X					X	X	X		T			X	X	X					X	X	X				X	
SGT	C86				X	X	X				X		X	X					T	X	X					T	X	X	
FTO	504		X	X	X					X	X	X					X	X	T					X	X	X			
RPSO	542				X	X	X					X	X	X					X	X	X						X	X	X
FTO	516	X	X					X	X	X					X	X	X					X	X	X		T		X	
PSO	543			X	X	X					X	X	X				X	X	X					X	X	X			
PSO	536	X			T		X	X	X					X	X	X					X	X	X					X	X
PSO	395	X	X	X						X	X	X					X	X	X					X	X	T			
PSO	547					X	X	X				X	X	X						X	X	X					X	X	X
OFFICER TOTAL		4	4	4	3	4	4	4	5	4	4	3	4	4	4	5	4	5	3	4	4	4	5	4	4	3	4	3	3
PATROL DIVISION		SN	MN	TU	WD	TH	FR	SA	SN	MN	TU	WD	TH	FR	SA	SN	MN	TU	WD	TH	FR	SA	SN	MN	TU	WD	TH	FR	SA
NIGHTS 2100-0700		3	3	3	3	3	3	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
LT	B44	X	X					X	X	X					X	X	X					X	X	X				X	
SGT	C83				X	X	X					X	X	X					X	X	X					X	X	X	X
PSO	399		X	X	X					X	X	X					X	X	X					X	X	X			
FTO	512				X	X	X					T	X	X					T	X	X					T	X	X	
PSO	540	X	X					X	X	X					X	X	X					X	X	X				X	
PSO	514			X	X	X					X	X	X					X	T	X					X	X	X		
PSO	518	X					X	X	X					X	X	X					X	X	X		X	X		X	X
PSO	523		X	X	X					X	X	X					X	X	X					X	X	X			
PSO	524					X	X	X					X	X	X				T	X	X	X					X	X	X
OFFICER TOTAL		5	4	4	3	4	4	4	5	4	3	3	4	4	4	5	4	5	3	3	4	4	5	4	4	3	4	4	4

[illegible]

# Council Letter

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Date of Meeting 23-03-27

Originating Department: Public Works

To the Mayor and City Council:

Subject: Authorization to award street bids. (Waters Engineering)

Action Options:

1. Seeking authorization to award street bids.
2. Other action the City Council deems appropriate.

Attachments:

1. Waters Engineering Recommendation
2. Bid Tabulation: Crack Sealing and Seal Coating
3. Bid Tabulation: Reconstruction of Larcel Drive

Background:

Bids were opened on March 1, 2023 for street construction projects with consulting engineer, Waters Engineering. These were separated into two contracts.

Bid 23-51 was for crack sealing and seal coating in the Glen Matthews Subdivision and on Cardinal and Thrush Streets. The low bidder for this invitation was Jokerst, Inc. of Ste. Genevieve, Missouri with a low bid of \$147,781.16. The engineer's estimate was for \$155,000.00 Staff and Waters recommend award to Jokerst in the low bid amount.

Bid 23-52 was for reconstruction of the east end of Larcel Drive. The low bidder for this invitation was Lappe Cement Finishing of Friedheim, Missouri in the amount of \$484,484.00. The engineer's estimate was for \$457,000. The low bid was for 6% above engineer's estimate. Waters mentioned in comparing the bids and estimates that they felt they were low on their amount for 'removals'. Staff and Waters recommend awarding the bid to Lappe Cement Finishing.



# Waters Engineering, Inc.

## Civil Engineering and Land Surveying

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Post Office Box 567  
908 S. Kingshighway  
Sikeston, Missouri 63801

E-mail: main@waterseng.com  
(573) 471-5680  
Fax: (573 ) 471-5689

March 2, 2023

Mr. Jay Lancaster, PE  
Public Works Director  
City Hall  
Sikeston, MO 63801

Re: 2023 Street Program  
Recommendation for Contract Award

Dear Mr. Lancaster:

Bids were opened on March 1, 2023, for the following:

Bid Invitation 23-51: Crack Repair & Seal Coating in the Glen Matthews Subdivisions and on Cardinal & Thrush Streets.

Bid Invitation 23-52: Re-construction of the east end of Larcel Drive.

Attached please find tabulations of the bids received. Our recommendations for the award of construction contracts are as follows.

**1. Recommendation for Award for Bid Invitation 23-51 (Seal Coating).**

The low bidder for this invitation was Jokerst, Inc., of Ste. Genevieve, Missouri in the amount of \$147,781.16. Our estimate for this work was \$155,000. We would recommend the bid amount as being favorable.

The bid from Jokerst was fully responsive to the request.

We are familiar with Jokerst, Inc. through paving projects in Sikeston and elsewhere, and we can recommend them as a responsible contractor.

We have verified that the asphalt sealing products proposed to be used by Jokest, Inc. are in compliance with our specifications.

We recommend award of Bid Invitation 23-51 to Jokerst, Inc. In the amount of \$147,781.76.

**2. Recommendation for Award for Bid Invitation 23-52 (Larcel Drive).**

The low bidder for this invitation was Lappe Cement Finishing of Friedheim, Missouri, in the amount of \$484,484.00. Our estimate for the project was \$457,000, and the low bid was 6 percent above our estimate. In comparing our estimate to the all the bids it is clear that we were low on the amount for removals.

We would recommend that the bid from Lappe be viewed as favorable.

The bid from Lappe was fully responsive to the request.

Lappe has completed many similar projects in Sikeston and the surrounding area, and is certainly a responsible contractor.

We recommend award of Bid Invitation 23-52 to Lappe Cement Finishing in the amount of \$484,484.00.

3. **Project Budget.**

The project budget would be as follows:

<u>Project Item</u>	<u>Amount</u>
Seal Coating Contract	\$147,187.16
Larcel Drive Contract	<u>\$484,484.00</u>
Total Construction Amount	\$631,671.16
Design Phase Engineering	\$ 37,900.00
Construction Phase Engineering	<u>\$ 31,580.00</u>
Total Initial Project Budget =	\$701,151.16

4. **Contract Implementation.**

To get the project started the City would need to act to award construction contracts as set out above. We would then issue formal notices of award and assemble the contract documents for execution by the City.

We should have contract documents ready for execution within 3 weeks after authorization. We will wait for your authorization before issuing the notices of award.

Please call if you would like additional information.

Also attached please find our first invoice for this work.

Sincerely,

**WATERS ENGINEERING, INC.**



John Chittenden, PE  
President

BID TABULATION			JOKERST, INC. Ste. Genevieve, MO		CAUSEY COMPANIES Dexter, Missouri		KLUESNER CONSTRUCTION Kelso, Missouri	
CITY OF SIKESTON BID INVITATION 23-51								
Crack Sealing and Seal Coating								
Bid Date: March 1, 2023								
Item No.	Item Description	Estimated Quantity	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
<b>BID SCHEDULE A: GLENN, ANDREA &amp; ASHLEY</b>								
A1	Std. Duty Asphalt Replacement in Seal Coat Areas (3" Bit on 6" Rock)	1 SY	\$ 550.00 /SY	\$ 550.00	\$ 500.00 /SY	\$ 500.00	\$ 700.00 /SY	\$ 700.00
A2	Std.-Duty Concrete Replacement in Seal Coat Areas (6" Conc on 4" Rock)	22 SY	\$ 120.00 /SY	\$ 2,640.00	\$ 500.00 /SY	\$ 11,000.00	\$ 325.00 /SY	\$ 7,150.00
A3	Crack Routing and Sealing	14,006 LF	\$ 2.00 /LF	\$ 28,012.00	\$ 1.19 /LF	\$ 16,667.14	\$ 2.60 /LF	\$ 36,415.60
A4	Seal Coat	19,085 SY	\$ 1.80 /SY	\$ 34,353.00	\$ 2.10 /SY	\$ 40,078.50	\$ 2.80 /SY	\$ 53,438.00
A5	12-inch DIP	25 LF	\$ 140.00 /LF	\$ 3,500.00	\$ 330.00 /LF	\$ 8,250.00	\$ 475.00 /LF	\$ 11,875.00
A6	Ties to Existing Drop Inlets	2 EA	\$ 500.00 /EA	\$ 1,000.00	\$ 400.00 /EA	\$ 800.00	\$ 235.00 /EA	\$ 470.00
<b>TOTAL BID FOR SCHEDULE A</b>				<b>\$ 70,055.00</b>	<b>-</b>	<b>\$ 77,295.64</b>	<b>-</b>	<b>\$ 110,048.60</b>
<b>BID SCHEDULE B: CARDINAL &amp; THRUSH AREA</b>								
B1	Crack Routing and Sealing	3,001 LF	\$ 2.45 /LF	\$ 7,352.45	\$ 1.19 /LF	\$ 3,571.19	\$ 2.65 /LF	\$ 7,952.65
B2	Seal Coat	5,735 SY	\$ 2.05 /SY	\$ 11,756.75	\$ 2.10 /SY	\$ 12,043.50	\$ 2.90 /SY	\$ 16,631.50
<b>TOTAL BID FOR SCHEDULE B</b>				<b>\$ 19,109.20</b>	<b>-</b>	<b>\$ 15,614.69</b>	<b>-</b>	<b>\$ 24,584.15</b>
<b>BID SCHEDULE C: GLEN MATTHEWS SUBDIVISION AREA LESS GLENN, ANDREA &amp; ASHLEY</b>								
C1	Std. Duty Asphalt Replacement in Seal Coat Areas (3" Bit on 6" Rock)	15 SY	\$ 100.00 /SY	\$ 1,500.00	\$ 500.00 /SY	\$ 7,500.00	\$ 571.67 /SY	\$ 8,575.05
C2	Std.-Duty Concrete Replacement in Seal Coat Areas (6" Conc on 4" Rock)	13 SY	\$ 155.00 /SY	\$ 2,015.00	\$ 500.00 /SY	\$ 6,500.00	\$ 325.00 /SY	\$ 4,225.00
C3	Crack Routing and Sealing	10,791 LF	\$ 2.11 /LF	\$ 22,769.01	\$ 1.19 /LF	\$ 12,841.29	\$ 2.60 /LF	\$ 28,056.60
C4	Seal Coat	16,581 SY	\$ 1.95 /SY	\$ 32,332.95	\$ 2.10 /SY	\$ 34,820.10	\$ 2.80 /SY	\$ 46,426.80
<b>TOTAL BID FOR SCHEDULE C</b>				<b>\$ 58,616.96</b>		<b>\$ 61,661.39</b>		<b>\$ 87,283.45</b>
<b>TOTAL BID AMOUNT FOR ALL SCHEDULES OF BID INVITATION 23-51</b>				<b>\$ 147,781.16</b>		<b>\$ 154,571.72</b>		<b>\$ 221,916.20</b>

I, the undersigned, do hereby certify that the above is an accurate tabulation of all bids received on March 1, 2023, for the Sikeston Street Improvements Bid Invitation 23-51.

*John Chittenden*

John Chittenden, PE



<b>BID TABULATION</b> <b>Reconstruction of Larcel Drive</b> <b>BID INVITATION 23-52</b> <b>Bid Date: March 1, 2023</b>			<b>Lappe Cement Finishing</b> <b>Friedheim, MO</b>		<b>Kluesner Construction</b> <b>Kelso, MO</b>		<b>Hessling Construction</b> <b>Dexter, MO</b>		<b>Fronbarger Concreters</b> <b>Oak Ridge, MO</b>		<b>R. L. Persons Const.</b> <b>Poplar Bluff, MO</b>	
Item No.	Item Description	Estimated Quantity	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Removal of Existing Improvements	1 LS		\$ 72,629.00		\$ 59,190.00		\$ 100,277.59		\$ 85,000.00		\$ 128,944.00
2	8-inch Reinforced Concrete Pavement on 9-inch Total Aggregate Base & Sub-Base	2,699 SY	\$ 106.00 /SY	\$ 286,094.00	\$ 115.60 /SY	\$ 312,004.40	\$ 118.45 /SY	\$ 319,696.55	\$ 135.00 /SY	\$ 364,365.00	\$ 225.00 /SY	\$ 607,275.00
3	5.5-foot Wide or Less Reinforced Concrete Curb & Gutter on 9-inch Total Aggregate Base & Sub Base	836 SY	\$ 115.00 /SY	\$ 96,140.00	\$ 119.00 /SY	\$ 99,484.00	\$ 89.46 /SY	\$ 74,788.56	\$ 140.00 /SY	\$ 117,040.00	\$ 282.50 /SY	\$ 236,170.00
4	Remove Existing Inlets and Install New Double C Drop Inlets Using Existing Frames & Grates	2 EA	\$ 5,931.00 /EA	\$ 11,862.00	\$ 6,350.00 /EA	\$ 12,700.00	\$ 5,512.40 /EA	\$ 11,024.80	\$ 4,500.00 /EA	\$ 9,000.00	\$ 19,500.00 /EA	\$ 39,000.00
5	Remove Existing Pipe and Install 12-inch Reinforced Concrete Pipe	36 LF	\$ 144.00 /LF	\$ 5,184.00	\$ 137.50 /LF	\$ 4,950.00	\$ 291.59 /LF	\$ 10,497.24	\$ 150.00 /LF	\$ 5,400.00	\$ 215.00 /LF	\$ 7,740.00
6	Remove Unsuitable & Replace w/Crushed Stone	60 ton	\$ 20.00 /ton	\$ 1,200.00	\$ 38.60 /ton	\$ 2,316.00	\$ 86.45 /ton	\$ 5,187.00	\$ 40.00 /ton	\$ 2,400.00	\$ 127.00 /ton	\$ 7,620.00
7	Regrade Highway Ditch to Drain Existing Culverts	1 LS		\$ 6,875.00		\$ 2,500.00		\$ 2,787.31		\$ 2,500.00		\$ 21,000.00
8	Construction Signing, Channelizing Markers, Temporary Centerline Markings & Traffic Control	1 LS		\$ 4,500.00		\$ 2,500.00		\$ 25,649.52		\$ 8,500.00		\$ 17,250.00
<b>TOTAL BID AMOUNT FOR RECONSTRUCTION OF LARCEL DRIVE:</b>				<b>\$ 484,484.00</b>		<b>\$ 495,644.40</b>		<b>\$ 549,908.57</b>		<b>\$ 594,205.00</b>		<b>\$1,064,999.00</b>

I, the undersigned, do hereby certify that the above is an accurate tabulation of all bids received on March 1, 2023, for the Sikeston Street Improvements Bid Invitation 23-52.

*John Chittenden*

John Chittenden, PE

