

TENTATIVE AGENDA

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

Monday, June 7, 2021
5:00 P.M.

- I. CALL TO ORDER
- II. RECORD OF ATTENDANCE
- III. OPENING PRAYER
- IV. PLEDGE OF ALLEGIANCE
- V. APPROVAL OF CITY COUNCIL MINUTES
 - A. Regular Council Minutes April 26, 2021
 - B. Regular Council Minutes May 3, 2021
 - C. Regular Council Minutes May 24, 2021
- VI. ITEMS OF BUSINESS
 - A. 2nd Reading & Consideration, Emergency Bill #6225, FY21 Budget Amendment
 - B. 2nd Reading & Consideration, Emergency Bill #6223, FY22 Budget Ordinance
 - C. 2nd Reading & Consideration, Emergency Bill #6222, FY22 Staffing & Compensation Ordinance
 - D. 1st Reading, Emergency Bill #6226, Chapter 100 Bond
 - E. 1st Reading, Emergency Bill #6229, Special Obligation Refunding & Improvement Bond
 - F. Approve Contract Renewal for City Prosecutor
 - G. Approve Contract Renewal for City Judge
 - H. Authorization to Execute Engineering Services Contract – Outer Road, Project Armor Phase 3
 - I. Award Bid #21-43, Drainage Pipe Replacement
 - J. Other Items as May Be Determined During the Course of the Meeting
- VII. ADJOURNMENT INTO EXECUTIVE SESSION

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

Dated this 3rd day of June 2021

Rhonda Council

Rhonda Council, City Clerk

REGULAR CITY COUNCIL MEETING

APRIL 26, 2021

The regular Sikeston City Council meeting of April 26, 2021 was called to order at 5:00 p.m. in the Council Chambers at City Hall, located at 105 E. Center Street in Sikeston, MO. Present at the meeting were: Mayor Greg Turnbow, Vest Baker, Ryan Merideth, Brian Self, Brandon Sparks, David Teachout and Onethia Williams. Staff in attendance were: City Manager Jonathan Douglass, City Clerk Rhonda Council, Finance Director Karen Bailey, HR Director Amanda Groves, City Collector Vicky Lewis, Public Works Director Jay Lancaster, Street Supervisor Darren Martin, Parks & Recreation Director Dustin Care, Public Safety Director James McMillen, Captain Ryan Smith, Community Development Director Lorenzo Ware and Code Enforcement Operations Specialist Amy Gosnell.

ITEMS OF BUSINESS

Authorization to Renew Commercial Property & Casualty Insurance

Marsh Wortham provided the renewal quote for the City's liability and casualty coverages. Costs increased \$6,375.00 above last year. For the past three years, the City has been insured with Brit Global Specialties, but during renewal process they indicated our auto deductible would increase from \$20,000 to \$50,000 for a total premium cost of \$307,437.00. Travelers Insurance would offer a deductible of \$10,000.00 with their total premium cost of \$313,812.00. Effective dates are May 1, 2021 through May 1, 2022.

Councilman Merideth moved to authorize payment to Marsh Wortham in the amount of \$313,812 for property and liability insurance for the period of May 1, 2021 through May 1, 2022. The motion was seconded by Councilman Sparks and the following vote recorded:

Sparks Aye, Merideth Aye, Self Aye, Baker Aye, Teachout Aye, Williams Aye, and Turnbow Aye, thereby being passed.

Authorization to Change Accounting Basis from Modified Accrual to Modified Cash

Modified accrual accounting recognizes revenues when they become available and measurable. This results in an overstatement of the current revenues. With a modified cash approach, revenue is not credited to the revenue account until it is received.

Councilman Sparks moved to authorize changing the accounting basis for the City of Sikeston from modified accrual to modified cash beginning with the Fiscal Year 2020-2021 Audit. The motion was seconded by Councilman Self and the following vote recorded:

Sparks Aye, Merideth Aye, Self Aye, Baker Aye, Teachout Aye, Williams Aye, and Turnbow Aye, thereby being passed.

Resolution 21-04-01, Authorize Special Obligation Refunding & Improvement Bonds

A RESOLUTION OF OFFICIAL INTENT OF THE CITY OF SIKESTON, MISSOURI, TOWARD THE ISSUANCE OF SPECIAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS AND AUTHORIZING AND APPROVING CERTAIN ACTIONS IN CONNECTION THEREWITH.

WHEREAS, the City of Sikeston, Missouri (the "City"), finds it necessary to issue approximately \$13,560,00 principal amount of Special Obligation Refunding and Improvement Bonds, Series 2021 (the "Bonds") to provide funds, together with other legally available funds of the City, to (a) pay the costs of certain capital improvements within the City, including industrial park, highway, and road and bridge

improvements (collectively, the "Project") and (b) currently refund certain outstanding loans of the City; and

WHEREAS, the City has selected Piper Sandler & Company as financial advisor to the City (the "Financial Advisor") in connection with the sale of the Bonds; and

WHEREAS, the City desires to authorize City staff, Financial Advisor and Gilmore & Bell, P.C. ("Bond Counsel") to proceed with the preparation, review and distribution of documents related to the Bonds and to authorize the offering for sale of the Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIKESTON, MISSOURI, AS FOLLOWS:

Section 1. Declaration of Intent. The City Council hereby declares the intent of the City to issue the Bonds in a principal amount of approximately \$13,560,000 for the purposes described above.

Section 2. Preparation of Documents. City staff, Financial Advisor and Bond Counsel are hereby directed to prepare all documentation necessary and desirable for the sale of the Bonds, including, without limitation, a preliminary official statement (the "Preliminary Official Statement") related to the offering of the Bonds. Upon completion of the Preliminary Official Statement, the underwriter is authorized to proceed with the use and distribution of the Preliminary Official Statement in connection with the offering of the Bonds. The final terms of the Bonds shall be determined and approved by a subsequent ordinance of the City Council.

Section 3. Rule 15c2-12(b)(1) of the Securities and Exchange Commission. For the purpose of enabling the underwriter to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission, the Mayor, the City Manager or Finance Director is hereby authorized, if requested, (a) to provide the underwriter a letter or certification to the effect that the City deems the information contained in the Preliminary Official Statement to be "final" as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1) and (b) to take such other actions or execute such other documents as such officer or official in his or her reasonable judgment deems necessary to enable the underwriter to comply with the requirements of such Rule.

Section 4. Reimbursement of Capital Expenditures. The City has incurred and/or may incur after the date hereof capital expenditures related to the Project. The City intends to reimburse itself for such expenditures with proceeds of the Bonds. The maximum net proceeds of the Bonds expected to be issued for the Project is \$12,890,000.

Section 5. Further Authority. The Mayor, City Manager, Finance Director and other officers and representatives of the City are hereby authorized and directed to take such other action as may be necessary to carry out the offering for sale of the Bonds.

Councilman Baker moved to adopt Resolution 21-04-01, authorizing and approving certain actions in connection with the issuance of special obligation refunding and improvement bonds. The motion was seconded by Councilman Self and the following vote recorded:

Sparks Aye, Merideth Abstain, Self Aye, Baker Aye, Teachout Aye, Williams Aye, and Turnbow Aye, thereby being passed.

2nd Reading & Consideration, Bill #6218, Adoption of 2012 International Zoning Code

Councilman Sparks moved for the second reading of Bill Number 6218. The motion was seconded by Councilman Merideth and the following vote recorded:

Sparks Aye, Merideth Aye, Self Aye, Baker Aye, Teachout Aye, Williams Aye, and Turnbow Aye, thereby being passed.

City Clerk Rhonda Council presented the bill for reading.

BILL Number 6218

ORDINANCE Number 6218

AN ORDINANCE OF THE CITY OF SKESTON ADOPTING THE 2012 EDITION OF THE INTERNATIONAL ZONING CODE, REGULATING AND GOVERNING THE DEVELOPMENT, ERECTION, CONSTRUCTION, ENLARGEMENT, ALTERATION, REPAIR, MOVEMENT, REMOVAL, DEMOLITION, CONVERSION, OCCUPANCY, USE, HEIGHT AREA AND MAINTENANCE OF ALL BUILDINGS, STRUCTURES AND LOTS IN THE CITY OF SKESTON, MISSOURI, PROVIDING FOR THE ISSUANCE OF PERMITS, INCLUDING CONDITIONAL USE PERMITS, AND COLLECTION OF FEES THEREFOR; AMENDING CHAPTER 405 ZONING REGULATIONS OF THE CITY OF SKESTON, MISSOURI AND ALL OTHER ORDINANCES OR PARTS OF LAWS IN CONFLICT THEREWITH.

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

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

SECTION II: ADOPTION OF ZONING CODE

A certain document, a copy of which is on file in the office of the City Clerk of the City of Skeston, Missouri, being marked and designated as the "International Zoning Code, 2012 edition", as published by the International Code Council, be and is hereby adopted as the Zoning Code of the City of Skeston, in the state of Missouri for regulating and governing the development, erection, construction, enlargement, alteration, repair, movement, removal, demolition, conversion, occupancy, use, height, area and maintenance of all buildings, structures and lots in the City of Skeston; providing for the issuance of permits, including conditional use permits, and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said Zoning Code on file in the office of the City of Skeston are hereby referred to, adopted, and made a part hereof, as if fully set out in this legislation, with the additions, insertions, deletions and changes, if any, prescribed in Section V of this Ordinance.

SECTION III: INCONSISTENT ORDINANCE REPEALED:

That any ordinance or parts of ordinances in conflict herewith are hereby repealed effective May 26, 2021.

SECTION IV: VIOLATION AND PENALTY

Any person who shall violate any provision of the code adopted in this Article or shall fail to comply with any of the requirements thereof or who shall erect, construct, alter or repair a building or structure in violation of an approved plan of or directive of the Code Official, or of a permit or certificate issued under the provision of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than five hundred dollars (\$500.00) or by imprisonment not exceeding ninety (90) days, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

SECTION V: ADDITIONS, INSERTIONS AND CHANGES

That the following sections are hereby revised as follows:

Section [A] 101.1 Title (page 1, second line)

Insert: "City of Sikeston, Missouri"

Section [A] 105.8, Appeals and hearings (page 3, 5th line):

Amend to read: "Any person with standing aggrieved by any decision of the commission shall have the right to make such appeals as shall be permitted to be provided by this code or state law. Such appeals shall be based on the record.

- a. Board of Adjustment
- b. City Council"

Section [A] 107.7.1 Errors. (page 3, first line)

Amend to read: " The board of appeals shall have the power to hear and decide on appeals where it is alleged that there is an error in any order, requirement, decision, determination or interpretation by the code official."

Section [A] 108 Hearing Examiner (page 4, first line)

Clarification, the term hearing examiner may also be referred to as "The City Manager or City Attorney"

Section [A] 109.2.2 Time Limit (page 4, second line)

Insert: "forty-five (45)"

Section [A] 109.4 Voting and notice of decision. (page 4, second line)

Amend to read: "There shall be a vote of a supermajority (80%) of the board present in order to decide any matter under consideration by the board of adjustment. Each decision shall be entered in the minutes by the secretary. All appeals shall be kept in accordance with state regulations and such appeals shall be open to the public. Notice in writing of the decision and the disposition of each appeal shall be given to the code official and each appellant by mail or otherwise."

Section 201.1 Scope (page 7)

Amend to read: "Unless otherwise expressly stated, the following words and terms shall, for the purposes of this code, have the meanings shown in this chapter, in addition to the definitions found in the City of Sikeston Municipal Code Title IV Land Use - Chapter 405 Zoning Regulations - Article II Definitions."

Section 202 General Definitions (page 8-9)

Amend to read:

- "a. Day care, family – The keeping for part-time care and/or instruction, whether or not for compensation, number of children shall be determined by the Missouri Department of Health & Senior Services.
- b. Day Care, Group – An establishment for the care and/or instruction, whether or not for compensation, as determined by the Missouri Department of Health & Senior Services. Child nurseries, preschools and adult care facilities are included in the definition."

Section 301.1 Classification (page 13)

Amend to read: "Classifications shall be determined by the City of Sikeston Municipal Code Title IV Land Use Section 405."

Section 302.1 Minimum areas (page 13)

Amend to read: "The minimum areas that may constitute a separate or detached part of any of the following zoning districts on the zoning map or subsequent amendments to said zoning map shall be as shown in Table 450.1 (City of

Sikeston Municipal Code). When a nonresidential district is directly across the street from or abuts the district with the same or less restrictive classification, the area of the land directly across the street or abutting the property may be included in the calculations in meeting the minimum district size requirements.”

Section Table 302.1 Minimum Areas for Zoning Districts (page 13)

To reference: “Table 450.1 Minimum Areas for Zoning Districts”

Insert: “The use districts are shown in the Sikeston Municipal Code Article IV Land Use – Chapter 405 Zoning Regulations – Article VII District Regulations

Delete Chapter 4 – Agricultural Zones (page 15)

Delete Chapter 5 – Residential Zones (page 17)

Delete Chapter 6 – Commercial and Commercial/Residential Zones (page 19)

Delete Chapter 7 – Factory/Industrial Zones (page 21)

Section 802.1 General (page 24)

Amend to read: “Fence and retaining wall heights in required yards shall not exceed those found in Table 802.1 Maximum Fence Heights Supplement.”

TABLE 802.1 Fence Heights Supplement

MAXIMUM FENCE HEIGHTS	
YARDS HEIGHT (feet)	YARDS HEIGHT (feet)
Front	3
Rear	6
Lot Side ^a	6
Street Side ^b	3

a. Fence may be parallel with further most front portion of main house structure

b. Corner and double frontage lots may have multiple street sides

Section 802.1.2 Fence Regulations (page 24)

Amend to read:

- a) Fence must be located on private property built with consent of the property owner.
- b) Fencing or shrubs along sight triangle of yard cannot exceed 3 feet in height.
- c) Fence may not be located in public right-of-way or any easement.
- d) No fence may be located within a sight triangle. (See Illustration Below)
- e) Fence height cannot exceed 6’ (feet) above grade without permit.
- f) Owner should consult restrictive neighborhood covenants.
- g) Finished surfaces must face outward from the property (where fronting public right-of-way).
- h) Fences used to enclose pools and spas must be installed per the International Swimming Pool and Spa Code

Section 902.2 4. Provisions (page 27)

Amend to Read: “Said business shall be located in C3 Zone only on lots or parcels of land fronting on Malone or Main Streets and shall not be permitted as a home occupation.”

Section 1008.1.1 Wall Signs (page 37)

Amend to read: "Every single-family residence, multiple-family residential complex, commercial or industrial building, and every separate nonresidential building in a residential zone may display wall signs per street frontage subject to the limiting standards set forth in Table 1008.1.1(1). For shopping centers, planned industrial parks or other multiple occupancy nonresidential buildings, the building face or wall shall be calculated separately for each separate occupancy, but in no event will the allowed area for any separate occupancy be greater than sixty (60) percent of the building element width."

Table 1008.1.1 (1) Identification Sign Standards – Wall Signs (page 37)

Land Use	Aggregate Area (Square Feet)
Single-Family Residential	10
Multiple-Family Residential	10
Nonresidential in a residential zone	10
Commercial and Industrial	See Table 1008.1.1(2)

For SI: square foot = 0.0929 m²

Table 1008.1.1 (2) Sign Area (page 37)

DISTANCE OF SIGN FROM ROAD OR ADJACENT COMMERCIAL OR INDUSTRIAL ZONE	BUILDING PERMITTED SIGN AREA
0 to 100 feet	6' height / 32sq/ft
101 to 300 feet	20' height / 100sq/ft
Over 301 feet	26' height / 130sq/ft

For SI: 1 foot = 304.8 mm

Table 1008.1.2 Identification Sign Standards – Free Standing Signs^{a,b,c} (page 38)

Land Use	Number of Signs	Height (feet)	Area (Square feet)	Spacing
Single family residential	1	5	6	1 per subdivision entrance ^a
Multiple family residential	1	5	6	1 per driveway ^a
Nonresidential in a residential zone	1	10	60	300 ^a
Commercial and industrial	1	See Figures 1008.1.2 (1), (2), and (3)	See Figures 1008.1.2 (1), (2), and (3)	150 ^b

For SI: 1 foot = 304.8 mm, 1 square foot = 0.0929m², 1 acre = 4047m²

a. For subdivision or apartment identification signs placed on a decorative entry wall approved by the code official, two identification signs shall be permitted to be placed at each entrance to the subdivision or apartment complex, one on each side of the driveway or entry drive.

b. For shopping center or planned industrial parks, two monument – style free-standing signs not exceeding 50 percent each of the permitted height and area, and spaced not closer than 100 feet to any other free-standing identification sign, shall be permitted to be allowed in lieu of any free-standing sign otherwise permitted in Table 1008.1.2.

c. For any commercial or industrial development complex exceeding 1,000,000 square feet of gross leasable area, or 40 acres in size, such as regional shopping

centers, auto malls or planned industrial parks, one free– standing sign per street front shall be permitted to be increased in sign area by up to 50 percent.

Section 1008.1.3 Directional Signs (page 37)

Amend to read: “No more than two directional signs shall be permitted per street entrance to any lot. There shall be no limit to the number of directional signs providing directional information interior to a lot. In residential zones, the maximum area for directional signs shall be four (4) square feet. For all other zones, the maximum area for any directional sign visible from adjacent property or rights-of-way shall be six (6) square feet. Not more than 25 percent of the area of any directional sign shall be permitted to be devoted to business identification or logo, which area shall not be assessed as identification sign area.”

Section 1008.2.1 1. Real estate Signs (page 37)

Amend to read: “Real estate signs located on a single residential lot shall be limited to one sign, not greater than two and one-half (2 ½) feet in height and eight (8) square feet in area.”

Section 1008.2.1 2. Real estate Signs (page 37)

Amend to read: “Real estate signs advertising the sale of lots located within a subdivision shall be limited to one sign per entrance to the subdivision , and each sign shall be no greater than twelve (12) square feet in area nor six (6) feet in height. All signs permitted under this section shall be removed within ten (10) days after sale of the last original lot.”

Section 1008.2.1 3. Real estate Signs (page 38)

Amend to read: “Real estate signs advertising the sale or lease of space within commercial or industrial buildings shall be no greater than thirty-two (32) square feet in area nor eight (8) feet in height, and shall be limited to one sign per street front”

Section 1008.2.1 4. Real estate Signs (page 38)

Amend to read: “Real estate signs advertising the sale or lease of vacant commercial or industrial land shall be limited to one sign per street front, and each sign shall be no greater than eight (8) feet in height, and fifty (50) square feet for property of 10 acres (40 470 m²) or less, or 100 square feet (9.3 m²) for property exceeding 10 acres (40 470 m²)”

Section 1008.2.2 1. Development and Construction Signs. (page 38)

Amend to read: “Such signs on a single residential lot shall be limited to one sign, not greater than six (6) feet in height and twelve (12) square feet in area.”

Section 1008.2.2 2. Development and construction signs. (page 38)

Amend to read: “Such signs for a residential subdivision or multiple residential lots shall be limited to one sign, at each entrance to the subdivision or on one of the lots to be built upon, and shall be no greater than six (6) feet in height and twelve (12) square feet in area.”

Section 1008.2.2 3. Development and construction signs. (page 38)

Amend to read: “Such signs for nonresidential uses in residential districts shall be limited to one sign, and shall be no greater than six (6) feet in height and twelve (12) square feet in area.”

Section 1008.2.2 4. Development and construction signs. (page 38)

Amend to read: "Such signs for commercial or industrial projects shall be limited to one sign per street front, not to exceed eight (8) feet in height and thirty-two (32) square feet for projects on parcels 5 acres (20 235 m²) or less in size, and not to exceed eight (8) feet in height and fifty (50) square feet for projects on parcels larger than 5 acres (20 235 m²)."

Section 1008.2.3 3 Special promotion, event and grand opening signs. (page 38)

Amend to read: "The total area of all such signs shall not exceed ten (10) square feet in any single-family residential district, fifteen (15) square feet in any multiple-family residential district and thirty-two (32) square feet in any commercial or industrial district"

Section 1008.2.5 1 Portable Signs (page 42)

Amend to read: "No more than one such sign may be displayed on any property, and shall not exceed a height of six (6) feet nor an area of twelve (12) square feet."

Section 1008.2.6 1. Political Signs (page 42)

Amend to read: "Such signs shall not exceed a height of six (6) feet nor an area of twelve (12) square feet."

Section 1008.3.3 1. Projecting signs. (page 42)

Amend to read: "Projecting signs shall be permitted in lieu of free-standing signage on any street frontage limited to one sign per occupancy along any street frontage with public entrance to such an occupancy, and shall be limited in height and area to one and one-half (1 ½) square feet per each one (1) lineal feet of building frontage, except that no such sign shall exceed an area of one hundred (100) square feet."

Section 1008.3.3 2. Projecting signs. (page 42)

Amend to read: "No such sign shall extend vertically above the highest point of the building facade upon which it is mounted by more than two (2) percent of the height of the building facade"

Section 1008.3.3 3. Projecting signs. (page 42)

Amend to read: "Such signs shall not extend over a public sidewalk in excess of four (4) feet from building face"

Section 1008.3.3 4. Projecting signs. (page 42)

Amend to read: "Such signs shall maintain a clear vertical distance above any public sidewalk a minimum of eight (8) feet"

Section 1008.3.4 1 Under Canopy Signs (page 42)

Amend to read: "Under canopy signs shall be limited to no more than one such sign per public entrance to any occupancy, and shall be limited to an area not to exceed sixty (60) percent of building element width"

Section 1008.3.4 2 Under Canopy Signs (page 42)

Amend to read: "Such signs shall maintain a clear vertical distance above any sidewalk or pedestrian way a minimum of eight (8) feet".

Section 1008.3.5 2 Roof Signs (page 42)

Amend to read: "Such signs shall be limited to a height above the roofline of the elevation parallel to the sign face of no more than two (2) percent of the height of

the roofline in commercial districts, and three (3) percent of the height of the roofline in industrial districts.”

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

SECTION VII: 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 VIII: Record of Passage:

- A. Bill Number 6218 was introduced and read the first time this 5th day of April 2021.
- B. Bill Number 6218 was read the second time and discussed on this 26th day of April, 2021. Following discussion, Councilman Self moved to approve Bill Number 6218. The motion was seconded by Councilman Merideth, discussed and the following roll call vote was recorded:

Sparks Aye, Merideth Aye, Self Aye, Baker Aye, Teachout Aye,
Williams Aye, and Turnbow Aye, thereby being passed.

- C. Ordinance 6218 shall be in full force and effect from and after May 26, 2021.

2nd Reading & Consideration, Bill #6219, Amending Article XVII – Planning & Zoning Commission

Councilman Sparks moved for the second reading of Bill Number 6219. The motion was seconded by Councilman Merideth and the following vote recorded:

Sparks Aye, Merideth Aye, Self Aye, Baker Aye, Teachout Aye,
Williams Aye, and Turnbow Aye, thereby being passed.

City Clerk Rhonda Council presented the bill for reading.

BILL Number 6219

ORDINANCE Number 6219

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6219 AND SHALL AMEND TITLE I, ARTICLE XVII PLANNING AND ZONING COMMISSION IN THE MUNICIPAL CODE OF THE CITY OF SIKESTON, MISSOURI.

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

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

SECTION II: Article XVII Planning and Zoning Commission. shall be amended to read as follows:

Section 130.1310 Organization and Composition.

Amend to read: “The Commission shall consist of eleven (11) members and shall include the Mayor or his/her Council designee, a member of the City Council, the Director of Community Development and eight (8) citizens appointed by the Council. The City Manager shall interface with the Commission upon request and/or may approach the Commission if and when he/she deems necessary. All citizen members shall serve without compensation. The term of each of the citizen members appointed under this

Chapter shall be four (4) years; which shall have staggered beginnings and termination dates. All expiring terms shall terminate on the first (1st) Monday of October. Any vacancy in the membership shall be filled for the unexpired term by appointment by Council. The Council may remove any citizen member for cause stated in writing and after public hearing.

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

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

SECTION V: Record of Passage:

- A. Bill Number 6219 was introduced and read the first time this 5th day of April 2021.
- B. Bill Number 6219 was read the second time and discussed on this 26th day of April, 2021. Following discussion, Councilman Baker moved to approve Bill Number 6219. The motion was seconded by Councilman Teachout, discussed and the following roll call vote was recorded:

Sparks Aye, Merideth Aye, Self Aye, Baker Aye, Teachout Aye, Williams Aye, and Turnbow Aye, thereby being passed.

- C. Ordinance 6219 shall be in full force and effect from and after May 26, 2021.

2nd Reading & Consideration, Bill #6220, Amending Chapter 405 – Zoning Regulations

Councilman Teachout moved for the second reading of Bill Number 6220. The motion was seconded by Councilman Sparks and the following vote recorded:

Sparks Aye, Merideth Aye, Self Aye, Baker Aye, Teachout Aye, Williams Aye, and Turnbow Aye, thereby being passed.

City Clerk Rhonda Council presented the bill for reading.

BILL Number 6220

ORDINANCE Number 6220

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6220 AND SHALL AMEND TITLE IV LAND USE, CHAPTER 405 ZONING REGULATIONS IN THE MUNICIPAL CODE OF THE CITY OF SIKESTON, MISSOURI.

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

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

SECTION II: Title IV Land Use – Chapter 405. shall be amended to read as follows:

Article I General Provisions

Section 405.010. – Section 405.040. Reserved [Ord. No. 6220, 5-26-2021]

Article II Definitions**Section 405.050 Definitions.**

[R.O. 2009 §§ 17.02.010 - 17.02.720; Prior Codes §§ 10-102(1-6) (8-9) (11-14) (18-19) (21-26) (28) (30-31) (33-41) (44-45) (47-55) (57-58), 10-120; Ord. No. 4888 § 2, 2-3-1992; Ord. No. 5883 §§ II-III, 7-2-2012, Ord. No. 6220, 5-26-2021]

Generally for the purpose of this regulation, certain terms and words are to be used and interpreted as defined herein. Words used in the present tense shall include the future tense; words in the singular number include the plural and words in the plural number include the singular except where the natural construction of the writing indicates otherwise. The word "shall" is mandatory and not directory.

ACCESSORY BUILDING OR USE

A subordinate building or use customarily incidental to the main building or use of the lot. The accessory building or use shall not house a separate business nor involve the conduct of a separate business. Such accessory building shall not be constructed in the required front or side yard of the principal structure. These same restrictions shall apply to communication satellite dishes.

AGRICULTURE

The use of land for agricultural purposes, including farming, dairying, pasturage, agriculture, horticulture, floriculture, viticulture, animal and poultry husbandry and the necessary accessory uses for packing, treating or storing of the produce; provided however, that the operation of any such accessory uses shall be secondary to that of the normal agricultural activities. The operation of commercial feed pens, sales yards, auction yards and agricultural marketing and processing establishments shall be deemed an industrial and not an agricultural use.

ALCOHOLIC BEVERAGES

Beverages controlled by the Bureau of Alcohol, Tobacco and Firearms.

ALLEY

A minor right-of-way, dedicated to public use, which affords a secondary means of vehicular access to the back or side of properties otherwise abutting a street and which may be used for public utility purposes. Usually less than twenty (20) feet in width.

APARTMENT

See *"FAMILY UNIT"*.

APARTMENT HOTEL

A building containing both family units and non-family units in which services customarily furnished in hotels are available to the tenants.

APARTMENT HOUSE

See *"DWELLING, MULTIPLE"*.

AUTOMOBILE REPAIR, MAJOR

General repair, rebuilding or reconditioning of engines, collision services including, body, frame or fender repair, vehicle painting or steam cleaning.

AUTOMOBILE REPAIR, MINOR

Incidental replacement of parts and motor service to passenger cars and trucks not exceeding one and one-half (1½) ton capacity.

AUTOMOBILE WRECKING OR SALVAGE YARD

An area where motor vehicles are disassembled, dismantled, junked or wrecked or where motor vehicles not in operable condition or used parts of motor vehicles are stored.

BASEMENT

A story having part but not more than half of its height below grade. A basement is counted as a story when the distance from finished grade to the finished surface of the floor above the basement is more than six (6) feet for more than fifty percent (50%) of the total perimeter or more than twelve (12) feet at any point.

BOARDING HOUSE

A dwelling, other than a hotel, where, for compensation and prearrangement for definite periods, meals or lodging and meals are provided for three (3) or more, but not exceeding twelve (12) persons on a weekly or monthly basis.

BUILDABLE WIDTH OR DEPTH

The width or depth respectively of that part of the lot not included within the open spaces required in this Title.

BUILDING

Any structure having a roof supported by columns, piers or walls, designed and intended for the support, enclosure, shelter or protection of persons, animals or chattels. When a structure is divided into separate parts by unpierced walls extending from the ground up, each part is deemed a separate building.

BUILDING LINE

A line established by law or on a plat between which line and the street right-of-way, no portion of the building may be erected; nor shall a building extend past, subject, however, to the further requirements of the zoning ordinance of the City of Sikeston, Missouri.

CHILD DAY CARE CENTER

A child day care center or center, whether known or incorporated under another title or name, is a child care program conducted in a location other than the provider's permanent residence, or separate from the provider's living quarters, and licensed by the Department of Health and Senior Services of the State of Missouri where care is provided for children not related to the child care provider for any part of the twenty-four (24) hour day. [Ord. No. 6158, 7-29-2019]

CHURCH

At a minimum, a church includes a body of believers or communicants that assembles regularly in order to worship. Unless the organization is reasonably available to the public in its conduct of worship, its educational instruction, and its promulgation of doctrine, it cannot fulfill the associational role that Courts have increasingly adopted as a threshold for determining when an organization qualifies as a church. Other key factors to consider include whether the organization has a distinct legal existence, recognized creed and form of worship, definite and distinct ecclesiastical government, a formal code of doctrine and discipline, distinct religious history, membership not associated with any other church or

denomination, organization of ordained ministers, ordained ministers selected after completing prescribed studies, literature of its own, established places of worship, regular congregations, and regular religious services. No single factor is controlling but having regular meetings with a regular congregation should be weighted more heavily than some of the other factors. They City may use a combination of these characteristics, together with other facts and circumstances, to determine whether an organization is considered a church for the purposes of this Chapter. [Ord. No. 6158, 7-29-2019]

COURT

An unoccupied space, open and uncovered at the top, wholly or partially enclosed by the walls of a building or group of buildings. It may begin at the grade level or at the level of any floor of an adjacent building which it serves.

COURT, INNER

A court entirely within a building or surrounded by walls or by walls and an interior lot line. It shall be not less than two and one-half (2½) inches in width or length for each foot of its height and in no case shall its least dimension be less than five (5) feet.

COURT, OUTER

A court with at least one (1) side open to a street, alley or yard. It shall be not less than two (2) inches in width or length for each foot of its height and in no case shall its least dimension be less than five (5) feet.

CURB, LEVEL

The mean level of the curb in front of the lot or in the case of a corner lot, along that abutting street where the mean curb level is the highest.

DAY CARE

Care of a child away from his/her own home for any part of the twenty-four (24) hour day, for compensation or otherwise. Day care is a voluntary supplement to parent responsibility for the child's protection, development and supervision. Day care may be given in a day care home or day care center.

DAY CARE CENTER

See definition for "CHILD DAY CARE CENTER." [Ord. No. 6158, 7-29-2019]

DAY CARE HOME

A family home, occupied as a permanent residence by the day care provider, in which family-like care is given to no more than ten (10) children, not related to the day care provider, for any part of the twenty-four (24) hour day. Must be licensed by and operated according to the rules established by the Missouri Department of Health & Senior Services. Valid home occupation upon review. [Ord. No. 6220, 5-26-2021]

DISTRICT

A section or sections of the City for which the regulations governing the use of buildings and premises, the height of buildings and required open spaces are uniform.

DWELLING

Any building or portion thereof which is designed or used exclusively for residential purposes.

DWELLING, ATTACHED

A dwelling having any portion of a wall or walls in common with an adjoining dwelling or dwellings.

DWELLING, MULTIPLE

A dwelling designed for or occupied by more than two (2) families.

DWELLING, ROW HOUSE OR TOWN HOUSE

Three (3) or more dwelling units attached at the side or sides, each unit of which has a separate outdoor entrance and is designed to be occupied by one (1) family.

DWELLING, SINGLE-FAMILY

A detached or attached dwelling designed to be occupied by one (1) family.

DWELLING, TWO-FAMILY

A dwelling designed to be occupied by not more than two (2) families living independently of each other.

FAMILY

One (1) or more individuals related by blood, marriage or adoption or not more than three (3) individuals who are not so related, living together as a single housekeeping unit in a dwelling and maintaining or using the same and certain other housekeeping facilities in common, as distinguished from a group occupying a boarding house, lodging house or hotel as defined in this Chapter.

FAMILY UNIT

A suite of one (1) or more rooms having separate cooking facilities, used as the domicile or home of one (1) family or household.

FRONTAGE

All the property on one (1) side of a street or place between two (2) intersecting streets or places (crossing or terminating) or if the street or place is a dead end, then all of the property abutting on one (1) side between an intersecting street or place and the dead end.

GARAGE, COMMUNITY

Any building or premises, other than a public, private or storage garage, providing storage for power-driven vehicles, having no service facilities other than for washing; such garage to be in lieu of private garages for occupants of abutting properties.

GARAGE, PRIVATE

An accessory building used exclusively for housing power-driven vehicles which are the property of and are used by the occupants of the lot on which the same is located.

GARAGE, PUBLIC

Any building or premises used for the storage or care of power-driven vehicles where any such vehicles are equipped for operation, repaired or kept for remuneration, hire or sale.

GARAGE, STORAGE

Any building or premises, except those defined as a community, private or public garage, providing storage of power-driven vehicle and having no service facilities other than for washing.

GROUP HOME

Any home in which eight (8) or fewer unrelated mentally or physically handicapped persons reside, and may include two (2) additional persons acting as houseparents or guardians

who need not be related to each other or to any of the mentally or physically handicapped persons residing in the home.

HEIGHT OF BUILDING

The vertical distance measured from the highest of:

1. The curb level;
2. Mean street grade in case curb has not been constructed; and
3. The average level of the finished surface of the ground within ten (10) feet of the building where the building sets back ten (10) feet or more from the street line to the level of the highest point of the roof beams of flat roofs or roofs not inclining more than one (1) inch to the foot and the mean height level between eaves and ridges for other roofs.

HEIGHT OF YARD OR COURT

The vertical distance from the lowest level of such yard or court to the highest point of any boundary wall.

HOME OCCUPATION

Any occupation carried on solely by the inhabitants of a dwelling which is clearly incidental and secondary to the use of the dwelling for dwelling purposes, which does not change the character thereof and which is conducted entirely within the main or accessory buildings; providing that no trading in merchandise is carried on and there is no display of merchandise or advertising sign other than one (1) non-illuminated nameplate not more than two (2) square feet in area attached to the main or accessory building, no mechanical equipment is used such as is customary for purely domestic or household purposes.

HOTEL

A building occupied or used as a more or less temporary abiding place of individuals or groups of individuals who are lodged with or without meals and in which there are more than twelve (12) sleeping rooms and no provisions for cooking in individual rooms.^[1]

INSTITUTIONAL USES

Those uses organized, established, used or intended to be used for the promotion of a public, religious, educational, charitable, cultural, social or philanthropic activity and normally operated on a non-profit basis.

KENNEL

Any lot or premises on which are kept four (4) or more dogs more than six (6) months of age.

LODGING HOUSE

A residential building where lodging only is provided for compensation to four (4) or more, but not exceeding twenty (20) persons and which does not contain more than twelve (12) sleeping rooms for the accommodation of paying guests.

LOT

A parcel of land occupied or intended for occupancy by a use permitted in the zoning ordinance, including one (1) main building together with its accessory buildings, the open space and parking spaces required by the zoning ordinance and having its principal frontage upon a street or upon an officially approved place. Each lot shall have a separate parcel number assigned according to the requirements of the City of Sikeston.

LOT, CORNER

A lot abutting upon two (2) or more streets at their intersection.

LOT DEPTH

The mean horizontal distance between the front and rear lot lines.

LOT, DOUBLE FRONTAGE OR THROUGH

A lot having frontage on two (2) non-intersecting streets as distinguished from a corner lot.

LOT FRONTAGE

A lot shall be deemed to front on that street on which it has its least dimension, unless otherwise specified by the City Engineer.

LOT, INTERIOR

A lot with frontage on only one (1) street.

LOT LINE

A line dividing one lot from another or from a street or any public place, the legal boundary line of a parcel of land. No person shall build across a lot line without first subdividing the property according to the requirements of the City of Sikeston.

LOT WIDTH

The mean horizontal distance between the side lot lines measured at right angles to the depth.

MANUFACTURED HOME, CLASS A

A transportable structure intended for permanent occupancy as a residential unit, fabricated in a factory in compliance with Federal Manufactured Home Construction and Safety Standards, adopted June 15, 1976, as amended. It must carry the HUD seal of approval and comply with minimum standards for tie-down systems published by the Missouri Public Service Commission, and being fifteen (15) years old or newer at time of permit application for placement or relocation of the manufactured home on an appropriately zoned lot, except as further provided for in this Chapter. [Ord. No. 5961 §§I—II, 8-25-2014]

MARIJUANA or MARIHUANA

Cannabis Indica, Cannabis Sativa, and Cannabis Ruderalis, hybrids of such species, and any other strains commonly understood within the scientific community to constitute marijuana, as well as seed thereof and resin extracted from the plant and marijuana-infused products. Marijuana does not include industrial hemp containing a crop-wide average tetrahydrocannabinol concentration that does not exceed three-tenths of one percent (3/10 of 1%) on a dry weight basis, or commodities or products manufactured from industrial hemp. [Ord. No. 6158, 7-29-2019]

MARIJUANA-INFUSED PRODUCTS

Products that are infused with marijuana or an extract thereof and are intended for use or consumption other than by smoking, including, but not limited to, edible products, ointments, tinctures and concentrates. [Ord. No. 6158, 7-29-2019]

MEDICAL MARIJUANA CULTIVATION FACILITY

A facility licensed by the State of Missouri to acquire, cultivate, process, store, transport, and sell marijuana to a Medical Dispensary Facility, Medical Marijuana Testing Facility, or to a Medical Marijuana-Infused Products Manufacturing Facility. [Ord. No. 6158, 7-29-2019]

MEDICAL MARIJUANA DISPENSARY FACILITY

A facility licensed by the State of Missouri to acquire, store, sell, transport, and deliver marijuana, marijuana-infused products and drug paraphernalia used to administer marijuana as provided for in this Chapter to a qualifying patient, a primary caregiver, another Medical Marijuana Dispensary Facility, a Medical Marijuana Testing Facility, or a Medical Marijuana- Infused Products Manufacturing Facility. [Ord. No. 6158, 7-29-2019]

MEDICAL MARIJUANA-INFUSED PRODUCTS MANUFACTURING FACILITY

A facility licensed by the State of Missouri, to acquire, store, manufacture, transport, and sell marijuana-infused products to a Medical Marijuana Dispensary Facility, a Medical Marijuana Testing Facility, or to another Medical Marijuana-Infused Products Manufacturing Facility. [Ord. No. 6158, 7-29-2019]

MEDICAL MARIJUANA TESTING FACILITY

A facility certified by the State of Missouri, to acquire, test, certify, and transport marijuana. [Ord. No. 6158, 7-29-2019]

NON-CONFORMING USE, BUILDING OR YARD

One that does not, by reason of design or use conform to the regulations of the district in which it is situated.

OFF-STREET PARKING AREA

An area including one (1) or more parking spaces, but not including any part of a public right-of-way.

OPEN PORCH

A roofed space attached to a building on one (1) side and open on the three (3) remaining sides.

PARKING SPACE OR STALL

A parcel of land or floor space containing a minimum area of one hundred sixty (160) square feet and having additional area adequate for ingress, egress and maneuvering of vehicles.

PERMIT

An official document issued by the City of Sikeston which authorizes permission for the construction, alteration, or demolition of any structure. The building permit application and review process ensures that the plans for construction comply with the City of Sikeston's land use and construction standards. A permit is required if a person, firm, corporation is erecting, constructing, enlarging, altering, repairing, improving, removing, converting, moving, demolishing any building or structure. Each new residential or commercial structure shall be required to have its own lot and its own parcel number.

PLATTING EXCEPTIONS

Recording of a subdivision plat shall not be required in case of the sale or exchange of parcels or land between owners of adjoining properties for the purpose of adjustments in boundaries, provided that additional lots shall not thereby be created, that the exchange does not create additional building sites, that the original lots shall not be reduced below the minimum sizes required by this Chapter or the zoning ordinance, that the administrative officer shall have approved such adjustments of boundaries, and that a survey of the adjustments of boundaries is recorded with the Recorder of Deeds of Scott County, Missouri, and New Madrid County, Missouri.

QUALIFYING PATIENT

A Missouri resident diagnosed with at least one (1) qualifying medical condition. [Ord. No. 6158, 7-29-2019]

RECREATIONAL VEHICLE

All vehicles and portable structures built on a chassis, designed as a temporary or permanent dwelling for travel, recreation and vacation use, including tent trailers, travel trailers and motor-driven vehicles.

RECREATIONAL VEHICLE PARK

Any plot of ground on which two (2) or more recreational vehicles, occupied for dwelling or sleeping purposes, are located, regardless of whether or not a charge is made for such accommodations.

RESUBDIVISION

A change in a map of an approved or recorded subdivision plat if such change affects any street layout on such map or area reserved thereon for public use, or any lot line; or if it affects any map or plan legally recorded prior to the adoption of any regulations controlling subdivisions.

SCHOOL

Any building which is regularly used as a public, private or parochial elementary and/or secondary school or high school. [Ord. No. 6158, 7-29-2019]

STABLE, PRIVATE

A stable with a capacity for not more than two (2) horses or animals.

STABLE, PUBLIC

A stable with a capacity for more than two (2) horses or animals.

STORY

That portion of a building, other than a basement, included between the surface of any floor and the surface of the floor next above it.

STORY, HALF

A space under a sloping roof which has the line of intersection of roof decking and wall face not more than three (3) feet above the top floor level; a half-story containing an independent family unit shall be counted as a full story for the purpose of height regulations.

STREET

A public thoroughfare fifty (50) feet or more in width which affords principal means of access to abutting property.

STREET LINE

The dividing line between the street and the abutting property.

STRUCTURAL ALTERATIONS

Any change in the supporting members of a building, such as bearing walls and partitions, columns, beams or girders or any substantial change to the roof.

STRUCTURE

Anything constructed or erected, the use of which requires more or less permanent location on the ground or which is attached to something having a permanent location on the ground.

TRACT

An area or parcel of land which the developers intend to subdivide or improve, or to cause to be subdivided or improved, pursuant to the requirements of this Chapter.

YARD

An open space, other than a court, on the same lot with a building, unoccupied and obstructed by any portion of a building from the ground upward, except as otherwise provided for in this Chapter. In measuring a yard for the purpose of determining its width or depth, the mean horizontal distance between the respective lot line and building shall be used.

YARD, FRONT

A yard extending across the front of a lot between the side lot lines and being the mean horizontal distance between the street line and the building or any projection thereof, other than steps, unenclosed balconies and unenclosed porches.

YARD, REAR

A yard extending across the rear of a lot measured between lot lines and being the mean horizontal distance between the rear lot line and the rear of the building or any projection other than steps, unenclosed balconies or unenclosed porches. On corner lots, the rear yard shall be considered as parallel to the street upon which the lot has its least dimension. On both corner lots and interior lots, the rear yard shall in all cases be at the opposite end of lot from the front yard.

YARD, SIDE

A yard between the building and the side line of the lot and extending from the front line on the building of the rear yard.

[1] Editor's Note: The former definition of "house trailer," which immediately followed this definition, was repealed 8-25-2014 by Ord. No. 5961 §§I—II.

Article III Certificates of Occupancy, Plats and Plans

Section 405.060 - Section 405.090 Reserved [Ord. No. 6220, 5-26-2021]

Section 405.100 – Permit Application – Plats and Plans [Ord. No. 6220, 5-26-2021]

A. Residential Building Permit Application. All applications for a residential building permit shall be submitted to the office of Building Inspector and accompanied by a site plan and/or floor plan showing the actual dimensions of the lot to be built upon, the size of the building to be erected with such other information as may be necessary to provide for the enforcement of these regulations.

B. Commercial Building Permit

1. All applications for a commercial building permit shall be accompanied by a plat, with two (2) copy submitted as a paper document and a pdf document formatted for large-scale printing. The plat shall be drawn to scale, showing the actual dimensions of the lot to be built upon, the size of the building to be erected and such other information as may be necessary to provide for the enforcement of these regulations. Plats shall tie into the State plane coordinates of Scott and/or New Madrid County's geographic information system (GIS).

2. Additionally, a properly sealed set of plans shall be submitted to the office of Building Inspector on a pdf document along with two (2) large-scale hard copies for those structures that meet the criteria outlined in Chapter 327, RSMo., as amended.

C. *Yard, Court Or Other Open Space.* No yard, court or other open space provided about any building for the purpose of complying with the provisions of these regulations shall again be used as a yard, court or other open space for another building.

Article IV Districts and Boundaries

Section 405.110 Generally [R.O. 2009 § 17.06.010; Ord. No. 5618 §II, 9-27-2004; Ord. No. 6220, 5-26-2021]

The following is hereby established to regulate and define the height and bulk of the buildings hereafter erected or structurally altered; to regulate and limit the intensity of the use of lot areas; and to regulate and determine the area of yards, courts and other open spaces within and surrounding such building. The City is divided into districts of which there shall be fifteen (15) in number. Additionally, one (1) special category are provided that when combined with the provisions of selected districts will provide a mechanism for more creative use of land. These districts and special categories shall be known as:

"R-1"	Single-Family Residential District
"R-2"	Single-Family Residential District
"R-3"	Single-Family/Manufactured Home District
"R-4"	Two-Family Residential District
"R-5"	Multiple-Family Residential District
"R-6"	Residential, Planned Manufactured Housing District
"R-7"	Condominium Residential District
"AG"	Agricultural/Open District
"TZ"	Transitional Office District
"O"	Office District
"C-1"	Neighborhood Shopping District
"C-2"	General Commercial District
"C-3"	Highway Commercial District
"IL"	Light Industrial District
"IH"	Heavy Industrial District
"ZLL"	Zero Lot Line Provision

Section 405.120 Zoning District Map.

[R.O. 2009 § 17.06.020; Prior Code § 10-103(6)]

The boundaries of the districts are shown upon the Zoning District Map on file in the office of the Building Inspector and all notations, references and other information shown thereon are made a part of this Chapter and shall have the same force and effect as is fully set forth or described in this Chapter.

Section 405.130 Restrictions [Ord. No. 6220, 5-26-2021]

A. Unless specifically provided for otherwise, the following restrictions shall apply:

1. No building shall be erected, converted, enlarged, reconstructed or structurally altered, nor shall any building or land be used for any purpose other than is permitted in the district in which the building or land is located.
2. No building shall be erected, converted, enlarged, reconstructed or structurally altered except in conformity with the area regulations of the district in which the building is located.
3. The minimum yards and open spaces and included lot area per family requirements required by the Chapter for each and every building existing at the time of passage of the ordinance codified in this Article or for any building hereafter erected shall not be encroached upon or considered as yard or open space requirements for any other building.
4. No building or structure for any use for other than public park purposes may be erected, constructed, moved or located on the following described property, nor shall the property be used for any purpose other than as a public park:
 - a. All of that strip of land known as the Cotton Belt Trail. [Ord. No. 6220, 5-26-2021]
 - b. That parcel of land known as Legion Park and that parcel of land known as Malone Park in the City.

Section 405.140 **Determination.**

[R.O. 2009 § 17.06.040; Prior Code § 10-122]

- A. The boundaries of the various districts as shown on the map made a part hereof shall be determined by use of the scale contained on such map, except in the following codes:
 1. Where the designations on the map are approximately bounded by a street or alley line, said street or alley line shall be construed to be the boundary of such district.
 2. Where the designations on the map are approximately bounded by lot lines, the lot lines or an extension of same shall be construed to be the boundary of such district.
 3. Provided however, that in all cases where the frontage on one of the streets is in a commercial, business or industrial district, the frontage adjacent thereto on the intersecting street except the corner or corners is in a residential district, any commercial, business or industrial use shall be limited to the frontage on the street zoned commercial, business or industrial throughout the block. Any property in the rear thereof fronting or facing the intersecting street, even though it appears from the use of the scale to be in the commercial, business or industrial district, shall be governed by the use prevailing on that street in that block. It is the purpose of these regulations to limit the commercial, business and industrial use and to prohibit

commercial, business or industrial uses from facing or fronting the street zoned for residential use.

4. In all cases of ambiguity or uncertainty, the Board of Adjustment shall have the authority to determine on which street the commercial, business or industrial use shall face or front, so that the spirit of these regulations shall be observed, public safety and welfare secured, and substantial justice done.

Section 405.150 Council's Amendatory Authority.

[R.O. 2009 § 17.06.050; Prior Code § 10-123(a)]

The Council may from time to time amend, supplement or change the boundaries of districts or the regulations established in this Chapter. Any proposed amendment, supplement or change shall first be submitted to the Planning and Zoning Commission for its recommendation and report. Prior to approval of any rezone application, a determination must be made that the application meets the spirit and intent of the City Comprehensive Plan and the rezone request does not constitute spot zoning. There must be a clear showing of a reasonable basis for such action. Factors to be considered in determining whether such a reasonable basis exists are a change in conditions in the immediate area, particular characteristics of the area being rezoned and the classification and development of nearby property. Actual site of the tract to be rezoned is a factor, but is not limiting in and of itself.

Section 405.160 Public Hearing Before Council Action.

[R.O. 2009 § 17.06.060; Prior Code § 10-123(6)]

A public hearing shall be held by the City Council before adoption of any proposed amendment, supplement or change. Notice of such hearings shall be given by publication in some local newspaper of general circulation, stating the time and place of such hearing which shall not be earlier than fifteen (15) days from the date of such application.

Section 405.170 Rezone Application — Process and Fee.

[R.O. 2009 § 17.06.070]

Applications or requests for rezoning may be initiated by individual citizens, municipal officials, the Planning and Zoning Commission, the Board of Adjustment or the City Council. The application or request shall include a written statement outlining the specific nature of the request, a verified list containing the names and addresses of all persons, firms or corporations who own property or real estate within the subject area within one hundred eighty-five (185) feet of the subject area, all of whom shall be mailed a notice of such hearing within the time and under the conditions provided above with respect to publication of the hearing. A fee of thirty-five dollars (\$35.00), plus postage cost, associated with mailing letters to property owners must accompany the request. The fee will cover the costs of publication and other incidental expenses associated with processing the application. The application

and associated fees will be processed through and filed with the Planning Division. The City Planning Coordinator will in turn submit all required information to the Planning and Zoning Commission for its consideration and recommendation. The Planning and Zoning Commission will forward the application and the Commission's recommendation to the City Council for action.

Section 405.180 Conformance With State Statutes.

[R.O. 2009 § 17.06.080]

Actions taken by the Planning and Zoning Commission and the City Council shall be in conformity with the provisions of Title 7, Chapter 89, RSMo., as amended.

Article V Board of Adjustments

Section 405.185 Established

[R.O. 2009 § 17.08.010; Prior Code § 10-118(a); Ord. No. 6220, 5-26-2021]

A Board of Adjustment is established to consist of five (5) members, who shall be residents of the City except as provided in Section 305.410, RSMo., to be appointed by the Mayor and confirmed by the City Council. The Board shall have full power to adopt all rules for the transaction of its business and the regulations of procedure before it and the carrying out of its powers granted to it by the provisions herein set forth and not inconsistent therewith.

Section 405.190 Appointment and Terms.

[R.O. 2009 § 17.08.020; Prior Code § 10-118(6); Ord. No. 4383 § 2, 1983]

All members at the Board shall serve without pay. One (1) member of the first (1st) Board shall be appointed for one (1) year, one (1) member for two (2) years, one (1) member for three (3) years, one (1) member for four (4) years and one (1) member for five (5) years. Thereafter, members shall be appointed for terms of five (5) years each. Three (3) alternate members may be appointed to serve in the absence of or in the event of disqualification of regular members. All members and alternates shall be removable for cause by the City Council upon written charges and after public hearing. Vacancies shall be filled for the unexpired term of any member whose term becomes vacant in the same manner of original appointment.

Section 405.200 Administration.

[R.O. 2009 § 17.08.030]

Upon appointment and annually thereafter, the Board shall meet and organize and shall elect its own Chairman and Vice Chairman, each of whom shall serve for one (1) year or until his/her successor duly qualifies. The City Planner will serve as ex officio member of the Board without power of vote and shall act as Secretary and shall set up and maintain a separate file for each application and shall record therein the names and addresses of all persons and further keep a record of all notices and proceedings.

Section 405.210 Meetings — Generally.

[R.O. 2009 § 17.08.040; Prior Code § 10-118(d)]

Meetings of the Board shall be held at such times and at such times within the City as the Board may designate, and may meet at any time on call of the Chairman. The Chairman of the Board, or in his/her absence the Acting Chairman, shall administer oaths to all persons offering testimony. He/she may also compel the attendance of witnesses. All meetings of the Board shall be open to the public. The Board shall keep minutes of its proceedings, showing the vote of each member upon each question or if absent or failing to vote indicating each fact and shall keep records of its examinations and other official actions, all of which shall be immediately filed in the office of the Board and shall be a public record. All testimony, objections thereto and rulings thereon, shall be taken down by a reporter employed by the Board for that purpose.

Section 405.220 Meetings — Quorum.

[R.O. 2009 § 17.08.050; Prior Code § 10-118(d)]

The presence of four (4) members shall be necessary to constitute a quorum and the concurring vote of at least four-fifths (4/5) of the members of the Board shall be necessary to reverse any order, requirement, decision or determination of any administrative officer or to decide in favor of the applicant on any matter upon which it is required to pass under the zoning regulations or to effect any variations in such regulations.

Section 405.230 Meetings — Representation of Building Inspector.

[R.O. 2009 § 17.08.060; Prior Code § 10-118(d)]

The Building Inspector or his/her representative shall attend each meeting of the Board and shall bring with him/her all plans, specifications, plats and papers relating to any case before the Board for determination.

Section 405.240. Dimensional Variance Procedure — Hearing, Notice and Fees.

[R.O. 2009 § 17.08.070; Prior Code § 10-118(e); Ord. No. 6220, 5-26-2021]

Whenever an appeal or application for variation or application for conditional use is made to the Board, the Board shall cause to be published a notice of a time and place of a public hearing upon such appeal or application, which notice shall be published at least once, not less than ten (10) days preceding the date of such hearing, in an official paper or a paper of general circulation in the City, the notice to contain the particular location for which the variation or use is requested, as well as a brief statement of what the proposed variance or use consists. The Board shall also give such additional notice of such hearing to interested persons and organizations as it deems feasible and practicable. The appellant or applicant shall be required to pay a filing fee of fifteen dollars (\$15.00) plus postage costs associated with providing notice to cover costs as may be incurred in connection with such appeals or applications. The secretary of the Board shall deposit with the City Treasurer, upon receipt, all fees collected. Public hearings may be adjourned from time to time and if the time and

place of the adjourned meeting be publicly announced when the adjournment is had, no further notice of such adjournment meeting need be published.

Section 405.250 Building Permit Procedures – Time Limitation

[Ord. No. 6220, 5-26-2021]

Upon order of the Board permitting the erection or alteration of a building a permit must be obtained within thirty (30) days or the order will be forfeited.

Section 405.260 Appeals Alternatives

[Ord. No. 6220, 5-26-2021]

Decisions rendered by the Planning & Zoning Commission may be appealed to either the Board of Adjustment or the City Council.

Section 405.270 Reporting.

[R.O. 2009 § 17.08.100]

The Board shall report to the Mayor and City Council all cases considered and action taken. This reporting will consist of a presentation of the minutes of every meeting to the City Council after such minutes have been approved by the Board.

Section 405.280 Appeal Authority

[Ord. No. 6220, 5-26-2021]

The Board of Adjustment shall hear and decide appeals from and review any order, requirement, decision or determination made by the Planning & Zoning Commission.

Section 405.290 Appeals – Generally

[Ord. No. 6220, 5-26-2021]

The Board of Appeals shall have the power to hear and decide appeals where it is alleged there is error of law in any order, requirement, decision or determination made by the Building Inspector or Zoning Officer in the enforcement of this Chapter.

Section 405.300 - Section 405.330 Reserved [Ord. No. 6220, 5-26-2021]

Article VI Non-Conforming Uses

Section 405.340 - Section 405.430 Reserved [Ord. No. 6220, 5-26-2021]

Article VII District Regulations

Division 1 “R-1 and “R-2” Single-Family Residential Districts

Section 405.440 Purpose.

[R.O. 2009 § 17.12.010]

These districts are intended to promote and preserve urban one-family residential development. The principal use of land is for single-family dwellings and related recreational, educational and religious facilities normally required to provide orderly and attractive

residential areas. The permitted uses, conditional uses and design standards are the same for each district except as otherwise provided for in this Chapter.

Section 405.450 Permitted Uses

[Ord. No. 6220, 5-26-2021]

A. In Districts "R-1" and "R-2," no building or land shall be used and no building shall hereafter be erected, constructed, reconstructed or altered, except for one (1) or more of the following uses:

1. In District "R-1" single-family dwellings, but not Class A manufactured homes.
2. In District "R-2" single-family dwellings, including Class A manufactured homes, subject to the provisions and restrictions of Section **405.460**, Conditional Uses, of this Chapter. [Ord. No. 5961 §§I, III, 8-25-2014^[1]]
[1] *Editor's Note: Pursuant to Sections I and III of this ordinance, former Subsection (A)(2) through (8) were renumbered as Subsection (A)(3) through (9).*
3. Accessory buildings, clearly subordinate and incidental to the main building, such as private garages or storage buildings, any portion of which is not located in a required front yard or within five (5) feet from any other lot line and 10 feet from any other structure.
4. Churches and synagogues.
5. Group homes. [Ord. No. 6077, 1-8-2018]
6. Public buildings and places owned and operated exclusively by the City, State or Federal Government:
 - a. Police and fire stations;
 - b. Administrative buildings;
 - c. Libraries and museums;
 - d. Parks and playgrounds, to include accessory buildings, structures and fixtures;
 - e. *Public and private schools.* Private schools shall be properly licensed by the State of Missouri and shall have a curriculum equivalent to a public school. Additionally, applications for both public and private schools shall be processed through the Planning and Zoning Commission to ensure that the spirit and intent of Chapter 415 Subdivisions are complied with.
7. Customary home occupations, subject to the following restrictions:
 - a. No offensive noise, vibration, smoke, dust, odors, heat or glare shall be produced.

- b. No business hours shall be permitted after 8:00 P.M.
 - c. Be licensed in accordance with the provisions of Chapter **605** of the Sikeston Municipal Code.
8. Agricultural uses, to include farming, truck gardening and nurseries, not including the erection or construction of a building or structure to be used for the on-premise storage, processing or sale of agricultural or agricultural-related products. The intent of this provision being to provide for the production, but not the storage and/or merchandising of such products.

Section 405.452 Regulations For Group Home Providers.

[Ord. No. 6077, 1-8-2018; Ord. No. 6220, 5-26-2021]

- A. Purpose. It is necessary and desirable to provide suitable sites for group homes in residential areas provided that, in furtherance of the goals of de-institutionalization and dispersal, group homes are not unduly concentrated in neighborhoods so as to ensure that mentally or physically disabled persons are afforded the opportunity to be integrated in the community.
- 1. The exterior appearance of the home and property, occupancy limitation, signage and other standards applicable to single-family residences shall apply equally to group homes.
 - 2. In order to achieve the de-institutionalization and dispersal goals referenced herein, owners and operators of group homes must register the facility with the Code Enforcement Department on forms provided for that purpose and certify compliance with all applicable ordinances of the City. Owners and operators of group homes must also notify the Code Enforcement Department of any change of use, transfer or termination of a group home use and revise the facility registration as appropriate.
 - 3. Notwithstanding any other provision of this Section to the contrary, any individual, group or entity may make a request for reasonable accommodation from the provisions of this Section pursuant to the procedures set forth in Section 405.455 of this Code.

Section 405.455 Reasonable Accommodation Policy And Procedure.

[Ord. No. 6077, 1-8-2018]

A. Purpose.

- 1. This Section implements the policy of the City of Sikeston on requests for reasonable accommodation in its rules, policies and procedures for persons with disabilities as required by the Fair Housing Act, as amended, 42 U.S.C. §

3604(f)(3)(B) and Title II of the Americans with Disabilities Act., 42 U.S.C. § 12132. The policy of the City of Sikeston is to comply fully with the provisions of the Fair Housing Act and Title II of the Americans with Disabilities Act.

2. Any person with disabilities and eligible under the Fair Housing Act or Title II of the Americans with Disabilities Act may request a reasonable accommodation with respect to the various land use or zoning laws, rules, policies, practices and/or procedures of the City as provided by the Fair Housing Act and Title II of the Americans with Disabilities Act pursuant to the procedures set out in this Section.
3. Nothing in this Section requires persons with disabilities or operators of group homes for persons with disabilities acting or operating in accordance with applicable zoning, licensing or land use laws or practices to seek reasonable accommodation under this Section.

B. Definitions. For the purposes of this Section, certain terms and words are hereby defined as follows:

ACTS Collectively, the FHA and the ADA.

ADA Title II of the Americans with Disabilities Act, 42 U.S.C. § 12131, et seq., and its implementing regulations. 28 C.F.R. Part 35.

APPLICANT An individual, group or entity making a request for reasonable accommodation pursuant to this Section.

CODE The Sikeston City Code.

DEPARTMENT The Code Enforcement Department of the City of Sikeston.

DISABLED PERSON Any person who is "handicapped" within the meaning of 42 U.S.C. § 3602(h) or a "qualified individual with a disability" within the meaning of 42 U.S.C. § 12131(2).

DWELLING A "dwelling" as defined in 42 U.S.C. § 3602(b).

FHA The Fair Housing Act, Title III of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C. §§ 3601 et seq., as may be amended.

- C. Notice To The Public Of Availability Of Accommodation Process.** The Department shall prominently display it notice in the Department advising those with disabilities or their representatives that they may request a reasonable accommodation in accordance with the procedures established in this Section.
- D. Requesting Reasonable Accommodation.** In order to make specific housing available to one (1) or more individuals with disabilities, a disabled person or a person acting on his or her behalf at his or their request (collectively, the "Applicant") may request a reasonable accommodation relating to the various land use or zoning rules, policies, practices and/or procedure of the City applicable to such housing.
- 1.** A request by an applicant for reasonable accommodation relating to land use or zoning rules, policies, practices and/or procedures shall be made orally or in writing on a reasonable accommodation request form provided by the Department. The form shall contain:
 - a.** The current zoning for the property;
 - b.** The name, phone number and address of the owner of the fee interest of the property (if other than the Applicant);
 - c.** The nature of the disability that requires the reasonable accommodation. In the event that the specific individuals who are expected to reside at the property are not known to the Applicant in advance of making the application, the Applicant shall not be precluded from filing the application, but shall submit details describing the range of disabilities that prospective residents are expected to have to qualify for the housing. The Applicant shall notify the Department in the event the residents at the location are not within the range described. The Department shall then determine if an amended application and subsequent determination of reasonable accommodation is appropriate;
 - d.** The specific type of accommodation requested by the Applicant. To the extent practicable, this portion should include information concerning the impact of the reasonable accommodation on the adjoining properties and area, the number of people who are expected to be availing themselves of the reasonable accommodation, the estimated number of people in an average week who will be necessary to provide services to the persons(s) with disabilities at the property on an on-going basis, whether or not this type of reasonable accommodation is required to obtain a license from any State or County authority to operate, and any other information the Applicant thinks would assist in determining the reasonableness of the accommodation;

- e. The Applicant should also note, if known, whether this accommodation requires any additional licensure from the City (e.g., business license); and
- f. Whether the accommodation requested may be necessary to afford one (1) or more disabled persons equal opportunity, to use and enjoy a specific dwelling.

The Department will assist the Applicant with furnishing the Department all information necessary for processing the reasonable accommodation request, including that information which the Department deems necessary to complete a reasonable accommodation request form. Upon the City's receipt of the necessary information to process the Applicant's request for reasonable accommodation, the Department shall use the information to complete a reasonable accommodation request form

- 2. The Department will provide the assistance necessary to an Applicant in making request for reasonable accommodation. The Department will provide any reasonable assistance necessary to any Applicant wishing to appeal a denial of a request for reasonable accommodation to ensure the process is accessible to the Applicant. The Applicant is entitled to be represented at all stages of the proceedings identified in this Section by a person designated by the Applicant.
- 3. Should the information provided by the Applicant to the Department include medical information or records of the Applicant, including records indicating the medical condition, diagnosis or medical history of the Applicant, the Applicant may, at the time of submitting such medical information, request that the Department to the extent allowed by law, treat such medical information as confidential information of the Applicant.
- 4. The Department shall provide written notice to the Applicant, and any person designated by the Applicant to represent the Applicant in the application proceeding, of any request received by the Department for disclosure of the medical information or documentation which the Applicant has previously requested be treated as confidential by the Department. The Department will cooperate with the Applicant, to the extent allowed by law, in actions initiated by the Applicant to oppose the disclosure of such medical information or documentation.

E. Jurisdiction.

- 1. Supervisor/Designee. The Supervisor of the Department, or his/ her designee (Supervisor/Designee), shall have the authority to consider and act on requests for reasonable accommodation. When a request for reasonable accommodation is filed

with the Department, it will be referred to the Supervisor/Designee for review and consideration. The Supervisor/Designee shall issue a written determination within thirty (30) days of the date of receipt of a completed application and may: (1) grant the accommodation request, or (2) deny the request, in accordance with Federal law. Any such denial shall be in writing and shall state the grounds therefor. All written determinations shall give notice of the right to appeal and the right to request reasonable accommodation in the appeals process. The notice of determination shall be sent to the Applicant by certified mail, return receipt requested and by regular mail.

2. If reasonably necessary to reach a determination on the request for reasonable accommodation, the Supervisor/Designee may, prior to the end of the thirty (30) day period, request additional information for the Applicant, specifying in detail what information is required. The Applicant shall have fifteen (15) days after the date of the request for additional information to provide the requested information. In the event a request for additional information is made, the thirty (30) day period to issue a written determination shall be stayed. The Supervisor/Designee shall issue a written determination within thirty (30) days after receipt of the additional information. If the Applicant fails to provide the requested additional information within said fifteen (15) day period, the Supervisor/Designee shall issue a written determination within thirty (30) days after expiration of said fifteen (15) day period.

F. Findings For Reasonable Accommodation. The following findings, while not exhaustive of all considerations and findings that may be relevant, must be made before any action is taken to approve or deny a request for reasonable accommodation and must be incorporated into the record relating to such approval or denial:

1. Whether the accommodation requested may be necessary to afford one (1) or more persons with disabilities equal opportunity to use and enjoy a specific dwelling;
2. Whether the requested accommodation would require a fundamental alteration to the City's zoning scheme; and
3. Whether the requested accommodation would impose undue financial or administrative burdens on the City.

A request for a reasonable accommodation shall not be denied for reasons which violate the provisions of the Acts. This Section does not obligate the City to grant any accommodation request unless required by the provisions of the Acts or applicable Missouri State law.

G. Appeals.

1. Within thirty (30) days after the date the Supervisor/Designee mails a written adverse determination under Subsection **(E)** of this Section, to the Applicant, the Applicant requesting reasonable accommodation may appeal the adverse determination.
2. All appeals shall contain a statement of the grounds for the appeal.
3. If an individual Applicant needs assistance in appealing a determination the Department will provide reasonable assistance necessary to ensure that the appeal process is accessible to the Applicant. All Applicants are entitled to be represented at all stages of the appeal proceeding by a person designated by the Applicant.
4. Appeals shall be to the Board of Adjustment who shall hear the matter and render a determination as soon as reasonably practicable, but in no event later than forty-five (45) days after an appeal has been filed. All determinations on appeal shall address and be based upon the findings identified in Subsection **(F)** of this Section and shall be consistent with the Acts.
5. An Applicant may request reasonable accommodation in the procedure by which an appeal will be conducted.

H. Fee. The City shall not impose any additional fees or costs in connection with a request for reasonable accommodation under the provisions of this Section or an appeal of a denial of such request by the Supervisor/Designee. Nothing in this Section obligates the City to pay an applicant's attorney fees.

I. Stay Of Enforcement. While an application for reasonable accommodation or appeal of a denial of said application is pending before the City, the City will not enforce the subject zoning ordinance against the Applicant.

J. Record-Keeping. The City shall maintain records of all oral and written requests submitted under the provisions of this Section, and the City's responses thereto, as required by State law.

Section 405.460 Conditional Uses

[R.O. 2009 § 17.12.030; Ord. No. 6220, 5-26-2021]

A. The following uses may be permitted in District "R-1" (but not Class A manufactured homes), and District "R-2" after proper permit application for placement or relocation of

the manufactured home on an appropriately zoned lot, review and approval pursuant to the provisions of this Section and Article V, Board of Adjustment, of this Chapter.

1. Family day care homes, provided they are licensed by and operated according to the rules and regulations established by the Missouri Department of Health & Senior Services. Additionally, the restrictions applied to customary home occupations within this Article shall be complied with except for some concessions in the areas of increased traffic and outside activity normally associated with day care facilities. Proximity of other family day care homes will also be considered in the review process. A five hundred (500) foot separation distance may be used as a guideline.
2. Buildings and premises for public utility services or public service corporations, whose buildings or uses the Board deems reasonably necessary for public convenience or welfare.
3. Private lakes.
4. Private stables, subject to all other applicable ordinances.

Section 405.470 **Height and Area Regulations**

[Ord. No. 6220, 5-26-2021]

- A. In District "R-1" and District "R-2", any building, dwelling or portion thereof hereafter erected, constructed, reconstructed or altered shall be subject to the following regulations (for exceptions see Article **VIII** "Height And Area Exceptions" of this Chapter): *Also See Reference Table 450.1*
1. The minimum lot area in District "R-1" shall not be less than ten thousand (10,000) square feet; the minimum lot area for District "R-2" shall not be less than seventy-two hundred (7,200) square feet; provided however, that where a lot in either district has less area than required by this Section and the plat thereof has been duly recorded as provided by law in the office of the Recorder of Deeds of Scott or New Madrid County at the time of passage of this regulation, this regulation shall not prohibit the erection of a one-family dwelling.
 2. The minimum lot width in District "R-1" shall not be less than ninety (90) feet at the building line; the minimum lot width in District "R-2" shall not be less than sixty (60) feet at the building line; except that where a lot in either district has less width than herein required and in separate ownership at the time of passage of this Chapter, this regulation will not prohibit the erection of a one-family residence.
 3. **Yards.** The following yard area regulations shall apply in this district. Exceptions or special conditions are provided for in Article **VIII** "Height And Area Exceptions" of this Chapter.
 - a. *Front yard.* Not less than twenty-five (25) feet to the front line of the building and not less than fifteen (15) feet to the front line of an open porch, balcony or paved

terrace. Lots having double frontage shall provide the required front yard on both streets.

- b. *Rear yard.*** There shall be a rear yard of not less than twenty-five (25) feet.
- c. *Side yard.*** There shall be a side yard on each side of every dwelling having a minimum width of not less than twelve and one-half percent (12½%) of the width of the lot, except that this minimum width need not exceed ten (10) feet. In no case will the required side yard be less than five (5) feet unless approval is granted by the Board of Adjustment.

Section 405.471 Foundation, Anchoring and Underpinning (Skirting) Requirements.
[Ord. No. 5961 §§, V, 8-25-2014]

- A.** All manufactured homes located within the City of Sikeston shall be set upon a permanent foundation properly designed and enclosed in accordance with the International Building Code.
 - 1.** Manufactured homes shall be attached to a permanent footing, which manner of placement shall be as stated on the building permit, and meet all manufacturer's specifications for support.
 - a.** Pier pads are not permitted.
 - b.** All footings shall have reinforced steel, as dictated by appropriate building code.
 - c.** A minimum of eighteen (18) inches of crawl space must be maintained under the entire manufactured unit.
- B.** Manufactured home anchors shall be embedded in the footing or foundation to HUD, Missouri Public Service Commission and manufacturer's specifications.
- C.** Within ninety (90) days of the manufactured home's setup, underpinning shall be installed in such a way that all areas directly under the home are enclosed.
 - 1.** Underpinning shall be similar in appearance to materials used for the siding of the manufactured home to which it is attached.
 - 2.** Said underpinning/foundation shall have permanently installed venting in accordance with the manufacturer's specifications. Deletions or omissions of vents are not allowed, and homes will not be approved for occupancy without appropriate venting.

Division 2 “R-3” Single-Family Residential Manufactured Home District**Section 405.480 Purpose.**

[R.O. 2009 § 17.14.010; Ord. No 5961 §§, VI 8-25-2014; Ord. No. 6220, 5-26-2021]

- A.** It is the purpose and intent of this Chapter to allow the placement of Class A manufactured homes within this district to increase the options available for low- to moderate income-households in select residential areas of the City. The placement of manufactured housing would be permitted subject to the requirements and procedures set forth herein. Single ownership of the lot and manufactured housing unit must be demonstrated before a building permit will be issued, and in no case shall a manufactured home pad or lot be rented out in this district.

Section 405.490 Permitted Uses.

[R.O. 2009 § 17.14.020; Ord. No. 5961 §§I, VII 8-25-2014]

- A.** In District "R-3," no building, structure or premises shall hereafter be erected, constructed, reconstructed or altered, located, or relocated except for one (1) or more of the following uses:

1. Any use permitted in Districts "R-1" or "R-2."
2. Class A manufactured home unit as defined by this regulation, and installed per regulations established by the City of Sikeston, and the Missouri Public Service Commission.

Section 405.500 Conditional Uses.

[R.O. 2009 § 17.14.030; Ord. No. 5961 §§I, VIII 8-25-2014]

All conditional uses permitted in Districts "R-1" and "R-2" are also permitted in this district subject to the same provisions for application for placement or relocation of manufactured housing on appropriately zoned lots, review and approval, except that the provisions for zero lot line construction will not be permitted for the installation or construction of manufactured housing.

Section 405.510 Height and Area Regulations.

[R.O. 2009 § 17.14.040; Ord. No. 6220, 5-26-2021]

- A.** In District "R-3", the height and area regulations for District "R-2" shall apply to all conventionally built structures. The following additional height and area provisions shall apply to manufactured housing units hereafter erected, constructed, reconstructed or altered within this district. *Also See Reference Table 450.1*

1. *Yard and area regulations.* Placement of the manufactured housing unit on a lot within this district shall be made only after the submission and approval of a site plan detailing the precise location of the housing unit in relation to all property lines,

rights-of-way and easements. In no case will less than fifty percent (50%) of the lot be allocated for the placement of yards and open spaces in order to comply with the spirit and intent of yard and area requirements established for residential districts. The rulings and decisions of the City zoning officer in these matters are final except as provided for in Article V "Board of Adjustment" of this Chapter.

2. *Building height.* In District "R-3", no building manufactured housing unit shall hereafter be erected or structurally altered to exceed one (1) story or sixteen (16) feet in height.

Section 405.511 Foundation, Anchoring and Underpinning (Skirting) Requirements.
[Ord. No. 5961 §§, IX, 8-25-2014]

- A. All manufactured homes located within the City of Sikeston shall be set upon a permanent foundation properly designed and enclosed in accordance with the International Building Code.
 1. Manufactured homes shall be attached to a permanent footing, which manner of placement shall be as stated on the building permit, and meet all manufacturer's specifications for support.
 - a. Pier pads are not permitted.
 - b. All footings shall have reinforced steel, as dictated by appropriate building code.
 - c. A minimum of eighteen (18) inches of crawl space must be maintained under the entire manufactured unit.
- B. Manufactured home anchors shall be embedded in the footing or foundation to HUD, Missouri Public Service Commission and manufacturer's specifications.
- C. Within ninety (90) days of the manufactured home's setup, underpinning shall be installed in such a way that all areas directly under the home are enclosed.
 1. Underpinning shall be similar in appearance to materials used for the siding of the manufactured home to which it is attached.
 2. Said underpinning/foundation shall have permanently installed venting in accordance with the manufacturer's specifications. Deletions or omissions of vents are not allowed, and homes will not be approved for occupancy without appropriate venting.

Division 3 "R-4" Two-Family Residential District**Section 405.520 Purpose.**

[R.O. 2009 § 17.16.010]

This district is intended to provide for one- and two-family residential developments of various types and mixes. This district is designed to create a buffer between lower density single-family areas and more intense uses such as commercial, industrial or multi-family developments. Population, density and height of buildings are low enough to be generally compatible with single-family residential developments.

Section 405.530 Permitted Uses.

[R.O. 2009 § 17.16.020]

A. In District "R-4", no building or land shall be used and no building shall hereafter be erected, constructed, reconstructed or altered, except for one (1) or more of the following uses:

1. Any use permitted by right in the "R-1" and "R-2" Districts.
2. Two-family dwellings.

Section 405.540 Conditional Uses.

[R.O. 2009 § 17.16.030; Ord. No. 5961 §§I, X, 8-25-2014]

A. The following uses may be permitted in District "R-4" after proper application for placement or relocation of manufactured housing on appropriately zoned lots, review and approval pursuant to the provisions of this Section and Article **V**, Board of Adjustment, of this Chapter:

1. Any conditional use provided for in Districts "R-1" and "R-2" except that the provision for manufactured home class A units in District "R-2" shall be limited to the installation or construction of single-family dwellings as infill development or unit replacement only.
2. Single-family attached housing and zero lot line construction as provided for in Chapter **405**, Article **VII**, Division 15.
3. Boarding and lodging houses.

Section 405.550 Height and Area Regulations.

[R.O. 2009 § 17.16.040; Ord. No. 6220, 5-26-2021]

A. In District "R-4", any building, dwelling or portion thereof, hereafter erected, constructed, reconstructed or altered shall be subject to the following regulations (for exceptions see Article **VIII** "Height And Area Exceptions" of this Chapter): *Also See Reference Table 450.1*

- 1.** The minimum lot area in District "R-4" shall provide six thousand (6,000) square feet for single-family detached units and thirty five hundred (3,500) square feet for each unit in a two-family structure; provided however, that where a lot in this district has less area than required by this Section, but not less than five thousand (5,000) square feet and the plat thereof has been duly recorded as provided by law in the office of the Recorder of Deeds of Scott or New Madrid County, then this regulation shall not prohibit the erection of a one-family dwelling.
- 2.** The minimum lot width in District "R-4" shall not be less than sixty (60) feet at the building line; except that where a lot has less width than herein required and in separate ownership at the time of passage of this Chapter, this regulation shall not prohibit the erection of a one-family residence.
- 3.** *Yards.* All buildings in District "R-4" hereafter erected or structurally altered shall comply with the front, rear and side yard regulations of District "R-1".
- 4.** *Building height.* In District "R-4", no building shall hereafter be erected or structurally altered to exceed two and one-half (2½) stories or thirty-five (35) feet in height.

Section 405.551 **Foundation, Anchoring and Underpinning (Skirting) Requirements.**
[Ord. No. 5961 §§I, XI, 8-25-2014]

A. All manufactured homes located within the City of Sikeston shall be set upon a permanent foundation properly designed and enclosed in accordance with the International Building Code.

- 1.** Manufactured homes shall be attached to a permanent footing, which manner of placement shall be as stated on the building permit, and meet all manufacturer's specifications for support.
 - a.** Pier pads are not permitted.
 - b.** All footings shall have reinforced steel, as dictated by appropriate building code.
 - c.** A minimum of eighteen (18) inches of crawl space must be maintained under the entire manufactured unit.

- B.** Manufactured home anchors shall be embedded in the footing or foundation to HUD, Missouri Public Service Commission and the manufacturer's specifications.
- C.** Within ninety (90) days of the manufactured home's setup, underpinning shall be installed in such a way that all areas directly under the home are enclosed.
 - 1.** Underpinning shall be similar in appearance to materials used for the siding of the manufactured home to which it is attached.
 - 2.** Said underpinning/foundation shall have permanently installed venting in accordance with the manufacturer's specifications. Deletions or omissions of vents are not allowed, and homes will not be approved for occupancy without appropriate venting.

Division 4 "R-5" Multiple-Family Residential District

Section 405.560 Purpose.

[R.O. 2009 § 17.18.010]

The intent of this district is to provide for a variety of housing types ranging from single-family units to apartment buildings. This district is designed to create a buffer between lower density one- and two-family districts and more intensive uses of land such as commercial and industrial developments.

Section 405.570 Permitted Uses.

[R.O. 2009 § 17.18.020]

- A.** In District "R-5", no building or land shall be used and no building shall hereafter be erected, constructed, reconstructed or altered except for one (1) or more of the following uses:
 - 1.** Any use permitted by right in Districts "R-1", "R-2" and "R-4";
 - 2.** Multiple-family dwellings;
 - 3.** Boarding or lodging houses;
 - 4.** Convalescent homes, nursing homes or homes for the aged;
 - 5.** Community garages;
 - 6.** Privately operated libraries, museums or mortuaries;

7. Public or private hospitals, clinics or orphanages; and
8. Family day care homes in compliance with State Statutes and local codes.

Section 405.580 **Conditional Uses.**

[R.O. 2009 § 17.18.030; Ord. No. 5327 §III, 5-18-2000; Ord. No. 5961 §§I, XII, 8-25-2014]

- A.** The following uses may be permitted in District "R-5" after proper application for placement or relocation of manufactured housing on appropriately zoned lots, review and approval pursuant to the provisions of this Section and Article **V**, Board of Adjustment, of this Chapter:
1. Any conditional use provided for in Districts "R-1," "R-2" and "R-4" except that the provisions for manufactured home class A units in District "R-2" shall be limited to the installation or construction of single-family dwellings as infill development or unit replacement only.
 2. Single-family attached housing and zero lot line construction as provided for in Chapter **405**, Article **VII**, Division 15.
 3. Office buildings.

Section 405.590 **Height and Area Regulations.**

[R.O. 2009 § 17.18.040; Ord. No. 6220, 5-26-2021]

- A.** In District "R-5", any building, dwelling or portion thereof hereafter erected, constructed, reconstructed or altered shall be subject to the following regulations (for exceptions see Article **VIII** "Height And Area Exceptions" of this Chapter): *Also See Reference Table 450.1*
1. The minimum lot area in District "R-5" shall provide five thousand (5,000) square feet for single-family detached units, two thousand seven hundred fifty (2,750) square feet for each unit in a two-family structure and three thousand (3,000) square feet for each unit in a multi-family structure.
 2. The minimum lot width in District "R-5" shall not be less than seventy-five (75) feet at the building line; except that where a lot has less width than herein required and in separate ownership at the time of passage of this Chapter, this regulation shall not prohibit the erection of a one-family dwelling.
 3. *Yards.* All buildings in District "R-5" hereafter erected or structurally altered shall comply with the front, rear and side yard regulations of District "R-1", except as provided for in Article **VIII** of this Chapter.
 4. *Building height.* In District "R-5", no building shall hereafter be erected or structurally altered to exceed three (3) stories or forty (40) feet in height, provided that the requirements established in the current City Building Code are complied with, otherwise the maximum height for this district shall be the same as District "R-4".

Section 405.591 **Foundation, Anchoring and underpinning (Skirting) Requirements.**
[Ord. No. 5961 §§ I, XIII, 8-25-2014]

- A.** All manufactured homes located within the City of Sikeston shall be set upon a permanent foundation properly designed and enclosed in accordance with the International Building Code.
 - 1.** Manufactured homes shall be attached to a permanent footing, which manner of placement shall be as stated on the building permit, and meet all manufacturer's specifications for support.
 - a.** Pier pads are not permitted.
 - b.** All footings shall have reinforced steel, as dictated by appropriate building code.
 - c.** A minimum of eighteen (18) inches of crawl space must be maintained under the entire manufactured unit.
- B.** Manufactured home anchors shall be embedded in the footing or foundation to HUD, Missouri Public Service Commission and manufacturer's specifications;
- C.** Within ninety (90) days of the manufactured home's setup, underpinning shall be installed in such a way that all areas directly under the home are enclosed.
 - 1.** Underpinning shall be similar in appearance to materials used for the siding of the manufactured home to which it is attached.
 - 2.** Said underpinning/foundation shall have permanently installed venting in accordance with the manufacturer's specifications. Deletions or omissions of vents are not allowed, and homes will not be approved for occupancy without appropriate venting.

Division 5 "R-6" Planned Manufactured Housing District

Section 405.600 **Purpose.**
[R.O. 2009 § 17.20.010]

This district is intended to provide for well designed manufactured housing development in areas where public utilities are available and to establish basic standards which will provide the occupants with a suitable living environment and minimize its effect on surrounding properties.

Section 405.610 Permitted Uses.

[R.O. 2009 § 17.20.020; Ord. No. 5961 §§I, XIV, 8-25-2014]

A. In District "R-6," no manufactured home, building, land or premises shall be erected, constructed, reconstructed, located, relocated or altered except in conformance with the final development plan and one (1) or more of the following uses:

1. Single-family, manufactured home class A units for residential purposes.
2. Accessory buildings, clearly subordinate and incidental to the main buildings, any portion of which is not located in a required front yard or within five (5) feet of any other lot line.
3. Churches and synagogues.
4. Customary home occupations, agricultural uses and signs subject to the restrictions detailed in Section **405.450** for their uses.
5. Recreational uses for the exclusive use of the occupants of this district.

Section 405.620 Conditional Uses.

[R.O. 2009 § 17.20.030; Ord. No. 5961 §§I, XV, 8-25-2014]

A. The following uses may be permitted in District "R-6" after proper application for placement or relocation of manufactured housing on appropriately zoned lots, review and approval pursuant to the provisions of this Section and Article **V**, Board of Adjustment, of this Chapter:

1. Family day-care homes subject to the provisions detailed in Section **405.450**.
2. Private lakes.
3. Buildings and premises for public utility services or public service corporations, whose buildings or uses the Board deems reasonably necessary for public convenience or welfare.

Section 405.630 Height and Area Regulations.

[R.O. 2009 § 17.20.040; Ord. No. 5961 §§I, XVI, 8-25-2014; Ord. No. 6220, 5-26-2021]

A. In District "R-6," any building, dwelling or portion thereof hereafter erected, constructed, reconstructed, altered, located or relocated shall be subject to the following regulations:
Also See Reference Table 450.1

1. *Minimum tract size and location.* Not less than five (5) acres in area and under single ownership or unified control. Outer boundaries of the tract shall be not less than twenty-five (25) feet from any public street and not less than fifteen (15) feet from all other property lines.
2. *Minimum lot area.* Not less than four thousand (4,000) square feet.
3. *Minimum lot width.* Not less than forty-five (45) feet at the building line.
4. *Minimum setback requirements.*
 - a. Front yard: twenty (20) feet.
 - b. Side yard: five (5) feet.
 - c. Rear yard: ten (10) feet.
5. *Building height.* In District "R-6," no building or manufactured housing unit shall hereafter be erected or structurally altered to exceed one (1) story or sixteen (16) feet in height.

Section 405.631 Foundation, Anchoring and Underpinning (Skirting) Requirements.
[Ord. No. 5961 §§I, XVII, 8-25-2014]

- A. All manufactured homes located within the City of Sikeston shall be set upon a permanent foundation properly designed and enclosed in accordance with the International Building Code.
 1. Manufactured homes shall be attached to a permanent footing, which manner of placement shall be as stated on the building permit, and meet all manufacturer's specifications for support.
 - a. Pier pads are not permitted.
 - b. All footings shall have reinforced steel, as dictated by appropriate building code.
 - c. A minimum of eighteen (18) inches of crawl space must be maintained under the entire manufactured unit.
- B. Manufactured home anchors shall be embedded in the footing or foundation to HUD, Missouri Public Service Commission and manufacturer's specifications.
- C. Within ninety (90) days of the manufactured home's setup, underpinning shall be installed in such a way that all areas directly under the home are enclosed.

1. Underpinning shall be similar in appearance to materials used for the siding of the manufactured home to which it is attached.
2. Said underpinning/foundation shall have permanently installed venting in accordance with the manufacturer's specifications. Deletions or omissions of vents are not allowed, and homes will not be approved for occupancy without appropriate venting.

Section 405.640 **General Conditions, Plans and Approval.**

[R.O. 2009 § 17.20.050]

All of the provision of Chapter **415**, "Subdivisions" of the Sikeston Municipal Code, except as specifically provided for in this Chapter, shall be complied with. The purpose being to ensure that any development within this district meets the minimum requirements for the promotion and preservation of public health, safety and general welfare as provided for in the subdivision ordinance.

Division 5 "R-6" Planned Manufactured Housing District

Section 405.650 **Purpose.**

[R.O. 2009 § 17.21.010]

The intent of this district is to provide for condominium development pursuant to the requirements set forth in the Missouri State Statutes.

Section 405.660 **Permitted Uses.**

[R.O. 2009 § 17.21.020]

A. In District "R-7", no building or land shall be used and no building shall hereafter be erected, constructed, reconstructed or altered except for the following uses:

1. Condominiums that comply with the provisions of Chapter 448, RSMo
2. The Condominium Property Act and the provisions of Chapter **405**, Article **VII**, Division 15 of the Sikeston Municipal Code.

Section 405.670 **Conditional Uses.**

[R.O. 2009 § 17.21.030]

No conditional uses are provided for in this Division.

Section 405.680 **Height and Area Regulations.**

[R.O. 2009 § 17.21.040; Ord. No. 5327 §II, 5-18-2000; Ord. No. 6220, 5-26-2021]

- A. In District "R-7", any building, dwelling or portion thereof hereafter erected, constructed, reconstructed or altered shall be subject to the following regulations (for exceptions see Article VIII "Height And Area Exceptions" of this Chapter): *Also See Reference Table 450.1*
1. The minimum lot area in District "R-7" shall provide five thousand (5,000) square feet for single-family detached units, two thousand seven hundred fifty (2,750) square feet for each unit in a two-family structure and three thousand (3,000) square feet for each unit in a multi-family structure.
 2. The minimum lot width in District "R-7" shall not be less than seventy-five (75) feet at the building line; except that where a lot has less width than herein required and in separate ownership at the time of passage of this Chapter, this regulation shall not prohibit the erection of a one-family dwelling.
 3. *Yards.* All buildings in District "R-7" hereafter erected or structurally altered shall comply with the front, rear and side yard regulations of District "R-1", except as provided for in Article VIII, Height and Area Exceptions.
 4. *Building height.* In District "R-7", no building shall hereafter be erected or structurally altered to exceed three (3) stories or forty (40) feet in height, provided that the requirements established in the building codes as currently adopted by the City are complied with, otherwise the maximum height for this district shall be the same as District "R-4".

Division 7 "AG" Agricultural/Open Space

Section 405.690 Purpose.

[R.O. 2009 § 17.22.010]

The purpose of this district is to provide for agricultural activities, spacious residential development for those who choose this environment and to prevent untimely or inappropriate development of more dense urban uses which should be confined to areas where the planned extensions of public services has been provided for.

Section 405.700 Permitted Uses.

[R.O. 2009 § 17.22.020; Ord. No. 4888 § 2, 2-3-1992]

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

facilities or commercial slaughtering of animals. In no case shall on-premise sales be permitted.

3. Storage facilities for farm use only to include provisions for grain fertilizer and other farm products, but not the milling, manufacture or processing of these products, such activities being more appropriately associated with commercial or industrial uses.
4. One (1) single-family dwelling unit and accessory buildings or structures normally associated with farm uses to include barns, sheds, tool houses and any other facility ancillary to farming or open land, not to include a manufactured home.
5. Medical Marijuana Cultivation Facility. See Section **405.1490** of this Chapter for regulations regarding same.
[Ord. No. 6158, 7-29-2019]

Section 405.710 **Conditional Uses.**

[R.O. 2009 § 17.22.030]

- A. The following uses may be permitted in District "AG" after proper application, review and approval pursuant to the provisions of this Section and Article V "Board of Adjustment" of this Chapter.
1. Carnival or carnival grounds for temporary or specified time periods subject to other applicable provision of the Sikeston Municipal Code.
 2. Exposition center, fairgrounds or rodeo grounds to include associated commercial vendors in compliance with all applicable provision of the Sikeston Municipal Code.
 3. Wildlife reservation and other similar conservation projects.
 4. Cemetery on a site of not less than ten (10) acres.
 5. Radio or television transmission or receiving station or tower constructed in accordance with local building codes and other applicable regulations.
 6. Hospital or clinic for large or small animals, provided that all buildings, structures, pens or open kennels shall be located at least two hundred (200) feet from any lot lines.

Section 405.720 **Height and Area Regulations.**

[R.O. 2009 § 17.22.040; Ord. No. 6220, 5-26-2021]

- A.** In District "AG", any, building, portion of a building or dwelling hereafter erected, constructed, reconstructed or altered shall be subject to the following regulations: (For exceptions, see Article **VIII**, Height and Area Regulations.) *Also See Reference Table 450.1*
- 1.** Minimum lot size, not less than five (5) acres, provided however, that where a lot in this district has less area than required by this Section and the plat thereof has been accepted by the Sikeston City Council duly recorded as provided by law in the office of the Recorder of Deeds of Scott or New Madrid County at the time of passage of this Chapter, this regulation shall not prohibit the construction of a single-family dwelling.
 - 2.** *Lot width.* No minimum requirements.
 - 3.** *Yards.* Minimum setback requirements:
 - a.** *Front yard setback.* Fifty (50) feet.
 - b.** *Side yard setback.* Twenty (20) feet.
 - c.** *Rear yard setback.* Fifty (50) feet.
 - 4.** *Building height.* Not over two and one-half (2½) stories or thirty-five (35) feet.
 - 5.** Facilities for sanitary sewer and other required utilities shall be installed in accordance with and otherwise comply with the applicable provision of the Sikeston Municipal Code.

Division 8 "TZ" Transitional District

Section 405.730 Purposes.

[R.O. 2009 § 17.24.010; Ord. No. 5020 §II, 8-31-1994]

- A.** This district is established to provide the orderly conversion of older structures no longer useful, serviceable or desirable in their present uses to uses permitted or conditionally permitted in this Chapter. The area standards provided in this district anticipate that such uses will be located in established areas of the City and in close proximity to apartments and other residential uses. Height, area and off-street parking regulations are designed to assure that such uses will be compatible with adjacent residential districts.
- B.** New construction within the district shall be designed to reinforce existing desirable characteristics of the neighborhood properties for residential purposes. No building permit for new construction will be issued unless the Planning Coordinator has certified that in his/her judgment the plans for the structure's exterior, including finishing material, color and landscaping, are visually harmonious and compatible with

surrounding land uses; the intent being to reduce the adverse impact of uncoordinated development and protect and enhance surrounding neighborhoods.

Section 405.740 **Permitted Uses.**

[R.O. 2009 § 17.24.020; Ord. No. 5961 §§I, XVIII, 8-25-2014]

- A.** In District "TZ," no building or land shall be used, and no building shall hereafter be erected, constructed, reconstructed or altered except for one (1) or more of the following uses as reflected in the Transitional District "TZ" Table of Uses set out in Subsection **(B)** of this Section.
- B.** Any downtown district, as may be designated by ordinance of the Sikeston City Council and located in whole or in part within a Transitional District "TZ," shall be subject to additional use restrictions as set forth in the Transitional District "TZ" Table of Uses below and shall be designated on City Zoning Maps as "TZ DT."

**Transitional District "TZ"
Table Of Permitted Uses**

Category/Use	"TZ" Transitional	"DT" Downtown District
Executive, administrative and professional offices	P	P
Medical offices, including clinics and medical laboratories	P	P
Facilities for human care, such as convalescent and nursing home	P	P
Cosmetics and toiletries (compounding only)	P	P
Libraries and government office buildings and public utility offices, but not storage yards or post offices	P	P
Private social or fraternal clubs or lodges that do not provide for the sale or consumption of alcoholic beverages	P	P
Churches and related facilities	P	P
Nursery schools and day-care facilities	P	P
Photographic and interior decorating studios	P	P
Funeral homes	P	P
Establishments that perform personal services on the premises, such as beauty parlors and barbershops	P	P
Facilities for private lessons in art, music and dance	P	P
Accessory buildings or uses customarily incidental to any of the above permitted uses	P	P
Bed-and-breakfast homes and bed-and-breakfast inns as defined in City Code Section 405.860	P	P
Uses not listed above, but have similar characteristics	CU	P
Small, low-volume retail sale facilities (a) such as:		

CITY COUNCIL MINUTES
Transitional District "TZ"
Table Of Permitted Uses

APRIL 26, 2021

Category/Use	"TZ" Transitional	"DT" Downtown District
Bookstores	CU	P
Antique stores	CU	P
Dress shops	CU	P
Manufactured home class A units, single-family	CU	P
Veterinary clinics and hospitals, provided all activities are conducted within a totally and permanently enclosed building	CU	

P— Permitted as a matter of right

CU— May be permitted by the Board of Adjustment

(a) This does not include businesses that prepare food or food items for take out or on-premises consumption or provides for the sale or consumption of alcoholic beverages.

Section 405.750 Conditional Uses.

[R.O. 2009 § 17.24.030; Ord. No. 5961 §§I, XIX, 8-25-2014]

A. The following uses may be permitted in District "TZ" after proper application, review and approval pursuant to the provisions of this Section and Article V, Board of Adjustment, of this Chapter:

1. Uses not listed above, but have similar characteristics.
2. Small, low-volume retail sale facilities such as bookstores, antique stores or dress shops. This does not include businesses that prepare food or food items for takeout or on-premises consumption or provides for the sale or consumption of alcoholic beverages.
3. Manufactured home class A units, single-family.
4. Veterinary clinics and hospitals, provided all activities are conducted within a totally and permanently enclosed building.

Section 405.760 Height and Area Regulations.

[R.O. 2009 § 17.24.040; Ord. No. 6220, 5-26-2021]

The height, yard and lot area requirements of this district shall comply with the restrictions outlined in District "R-5". *Also See Reference Table 450.1*

Section 405.770 – 405.780 Reserved [Ord. No. 6220, 5-26-2021]

Section 405.790 Special Uses.

[R.O. 2009 § 17.24.070; Ord. No. 5432 §II, 11-2001]

- A.** The City Council may, by resolution, after public hearing by the Planning and Zoning Commission, authorize a special permit for the location of buildings or uses in any transitional zoning district:
- 1.** Applications for permits shall be filed with the Director of Public Works or designee and then submitted to the Planning and Zoning Commission.
 - 2.** A public hearing on said application shall be held before the Planning and Zoning Commission with notice and publication of the time and place to conform to the procedures prescribed for rezoning requests.
 - 3.** A report and recommendation shall be forwarded to the City Council within forty-five (45) days of submission of the application.
 - 4.** Said report to include the effect of such building or use upon the current Comprehensive Plan, traffic, utilities, fire hazards, the character of the neighborhood and the general welfare of the community.
 - 5.** The City Council shall determine whether such building or use will:
 - a.** Substantially increase traffic hazards or congestion;
 - b.** Substantially increase fire hazards;
 - c.** Adversely affect the character of the neighborhood;
 - d.** Adversely affect the general welfare of the community;
 - e.** Overtax public utilities; or
 - f.** Be in conflict with the current Comprehensive City Plan.
 - 6.** If the Council's findings are negative to all of the questions in Subsection **(5)** above, then the application shall be approved. If the findings are affirmative as to any question in Subsection **(5)** above, then the application shall be denied.
 - 7.** Any building and/or use authorized by special permit shall comply in all respects with all other applicable laws, ordinances or regulations.

8. This permit may be held jointly, but is not transferable except where such transfer is involuntary by operation of law.
9. Any voluntary transfer of the permit is not automatic, but requires the prospective transferee to submit an application for City Council determination pursuant to Subsections **(5)** and **(6)** of this Section.

Division 9 Adult Entertainment Establishments Conditional Use

Section 405.800 Adult Entertainment As A Conditional Use.

[R.O. 2009 § 17.24.500]

Reserved [Ord. No. 6220, 5-26-2021]

Section 405.810 **Definitions.**

[R.O. 2009 § 17.24.510]

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

ADULT BOOKSTORE

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

ADULT ENTERTAINMENT ESTABLISHMENTS

Any of the establishments, businesses, buildings, structures or facilities defined in this Section.

ADULT ENTERTAINMENT FACILITY

Any building, structure or facility which contains or is used entirely or partially as commercial entertainment, including theaters used for presenting live presentations, video tapes or films predominantly distinguished or characterized by their principal emphasis on matters depicting, describing or relating to specified sexual activities and exotic dance facilities (regardless of whether the theater or facility provides a live presentation or video tape or film presentation), where the patrons either:

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

2. Observe any live presentation, video tape or film presentation of persons wholly or partially nude or with their genital or pubic regions exposed or covered only with transparent or opaque covering or in the case of female persons with the areola and nipple of the breast exposed or covered only with transparent or opaque covering; or
3. Are enabled to observe specified sexual activities.

BATHHOUSE

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

MASSAGE SHOP

An establishment which has a fixed place of business having a source of income or compensation sixty percent (60%) or more of which is derived from the practice of any method of pressure on or friction against or stroking, kneading, rubbing, tapping, pounding, vibrating or the stimulation of external parts of the human body with the hands or with the aid of any mechanical or electrical apparatus or appliance with or without such supplementary aids as rubbing alcohol, liniments, antiseptics, oils, powders, creams, lotion, ointment or other similar preparations commonly used in the practice of massage under such circumstances that it is reasonably expected that the person to whom the treatment or service is provided or some third (3rd) person on his/her behalf will pay money or give any other consideration or gratuity, provided that this term shall not include any establishment operated or supervised by a medical or chiropractic practitioner or professional physical therapist licensed by the State of Missouri.

MODELING STUDIO

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

SPECIFIED SEXUAL ACTIVITIES

1. *SEXUAL CONDUCT*: Acts of masturbation, homosexuality, sodomy, sexual intercourse or having physical contact with a person's unclothed genitals, pubic area, buttocks or, if such person be a female, her breast;
2. *SEXUAL EXCITEMENT*: The condition of human male or female genitals when in a state of sexual stimulation or arousal; or

3. *SADOMASOCHISTIC ABUSE*: Flagellation or torture by or upon a person or the condition of being fettered, bound or otherwise physically restrained.

Section 405.820 **Conditional Use Permit Required.**

[R.O. 2009 § 17.24.520]

Reserved [Ord. No. 6220, 5-26-2021]

Section 405.830 **Special Conditions**

[R.O. 2009 § 17.24.530; Ord 6220 5-26-2021]

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

Section 405.840 **Site/Floor Plan Required**

[R.O. 2009 § 17.24.540] [Ord. No. 6220, 5-26-2021]

- A. Each application for a conditional use permit shall require the submission of an accompanying site plan. The site/floor plan shall include, as a minimum, the following information:
 1. The site plan shall delineate the property lines of the proposed project and shall indicate the zoning and present use of abutting properties.
 2. The site plan shall delineate existing rights-of-way and easements.
 3. The site plan shall delineate the general locations and width of all adjoining streets and public rights-of-way, such as alleys, pedestrian ways and easements.
 4. The site plan shall delineate the proposed building layout with the front, side and rear building setbacks.
 5. The site plan shall characterize the proposed usage of the building.

6. The site plan shall delineate the location, number of parking spaces and the proposed parking and loading ratio and its location.
7. The floor plan shall delineate all points of access and egress.
8. The floor plan shall delineate the gross floor area of the building or structure.
9. The site plan shall describe the landscaping to be provided.
10. The site plan shall delineate the proposed exterior lighting in accordance with Subsection **405.830(J)** above.
11. The site plan shall indicate the signage
12. The site/floor plan shall set forth any other information necessary for determination of the suitability of the proposed use for the site.
13. The site plan shall show that the measurements from the building to surrounding structures and property lines comply with this Division.

Section 405.850 Penalty.

[R.O. 2009 § 17.24.550; Ord. No. 5046 §II, 2-24-1995]

Any person, who violates any provision of this Division shall be subject to the general penalty provided of the Sikeston Municipal Code.

Division 10 Bed and Breakfast Homes and Inns

Section 405.860 Definitions.

[R.O. 2009 § 17.25.010]

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

BED AND BREAKFAST HOME

An establishment dwelling unit having not more than four (4) guest rooms where travelers for compensation are lodged for sleeping purposes with a morning meal provided. The structure must meet all necessary City building codes as adopted by the City Council.

BED AND BREAKFAST INN

An establishment dwelling having at least five (5) but no more than ten (10) guest rooms where travelers for compensation are lodged for sleeping purposes with a morning meal provided. This establishment may offer facilities for meetings, showers, receptions, weddings and similar activities as long as all aspects of the Municipal Code regarding health, safety and building code requirements are met. The structure must meet all necessary City building codes as adopted by the City Council and all regulations and permitting criteria of the Department of Health of the State of Missouri.

Section 405.870 Limited Use.

[R.O. 2009 § 17.25.020]

No bed and breakfast home or bed and breakfast inn may be maintained or operated within any residential zone. Persons wishing to maintain and operate such businesses within a transitional district shall petition the Planning and Zoning Commission for authority to do so. Such petition shall contain detailed plans including lot plans, site plans, floor plans and plans detailing plumbing, heating, sewage, water and electrical services with which the structure wherein said business is to be conducted is equipped. Said petition shall, likewise, include such permits and approvals, if any, as may be required by the Department of Health, State of Missouri. Upon receipt of said petition, plans and permits, the Commission shall publish notice of a public hearing at which said petition shall be considered, following which said Commission shall determine whether the granting of such permit is in the public interest in light of impact and effect upon the effected neighborhood. Should such determination be in the affirmative, the Commission shall recommend to the City Council the approval and licensing of such home or inn, conditional upon compliance with all State and municipal laws, to be established within commercial and industrial zones. Bed and breakfast homes and inns are allowed as a matter of right in all commercial and industrial zones.

Section 405.880 General Guidelines.

[R.O. 2009 § 17.25.030; Ord. No. 5018 § 2, 8-8-1994; Ord. No. 6220, 5-26-2021]

- A.** Bed and breakfast establishments shall be registered on or before July first (1st) of each year with the City on a form provided by it. Any necessary business license shall first be obtained.
- B.** No other type of occupation or profession shall be permitted within the building where a bed and breakfast establishment is located.
- C.** No more than fifty percent (50%) of the livable floor area (excluding porches and eaves) of a single unattached structure may be used for the conduct of a bed and breakfast establishment. An applicant shall provide a detailed floor plan of the structure showing dimensions and the specific areas within the structure to be used for bed and breakfast guests.
- D.** No person who is not a member of the operator's family and who does not live at the location of the bed and breakfast may be employed in any part of its operation.
- E.** No offensive noise, vibration, smoke, dust, odors, heat or glare shall be produced.
- F.** No additions shall be added to the residence to establish this use without petition to and approval by appropriate bodies (Planning and Zoning and City Council). Single-Family character must be maintained.

- G. No guest within a bed and breakfast operation shall be domiciled thereat more than fourteen (14) days in any calendar month.
- H. Bed and breakfast homes may serve only breakfast meals to overnight guests.
- I. The operator of a bed and breakfast establishment shall require all guests therein to report their name, residence, address and driver's license and automobile registration numbers in a permanent guest register to be maintained by the operator and made available for inspection by appropriate agents of the City.
- J. Upon approval for the establishment of a bed and breakfast business, an applicant shall commence operation of said business within sixty (60) days

Division 11 "C-1", "C-2" and "C-3" Commercial Districts

Section 405.890 "C-1" Neighborhood Shopping District.

[R.O. 2009 § 17.26.010; Ord. No. 4888 § 2, 2-3-1992; Ord. No. 6220, 5-26-2021]

A. General Description. This commercial district is for the conduct of retail trade and personal enterprises to meet the regular needs and for the convenience of the people of the adjacent residential areas. Because these shops and stores may be an integral part of the neighborhood and closely associated with residential requirements for light, requirements are more restrictive than in other commercial districts.

B. Uses Permitted. See Table I in Section **405.920** of this Chapter.

C. Area Regulations. Also See Reference Table 450.1

1. The area requirements for dwellings shall be the same as the requirements of the "R-2" Residential District.
2. See Table II in Section **405.920** of this Chapter for the area regulations for all other uses permitted in this district.

D. Height Regulations. Also See Reference Table 450.1

1. The height regulations for dwellings and buildings accessory to dwellings shall be the same as those of the "R-2" Residential District.
2. For uses other than dwellings and buildings accessory to dwellings, see the Table in Section **405.920** of this Chapter.

Section 405.900 "C-2" General Commercial District.

[R.O. 2009 § 17.26.020; Ord. No. 6220, 5-26-2021]

A. General Description. This commercial district is intended for the conduct of personal and business services and the general retail business of the community. Persons living in the community and in the surrounding trade territory require direct and frequent

access. Traffic generated by the uses will be primarily passenger vehicles and only those delivery of retail goods.

B. *Uses Permitted.* See Table I in Section **405.920** of this Chapter.

1. Any downtown district, as may be designated by ordinance of the Sikeston City Council and located in whole or in part within a General Commercial "C-2" District, shall be subject to additional restrictions as set forth in Table I, Table of Uses and shall be designated on City Zoning Maps as "C-2 ^{DT}".

C. *Area Regulations.* Also See Reference Table 450.1

1. The area requirements for dwellings shall be the same as the requirements of the "R-5" Residential District.
2. See Table II in Section **405.920** of this Chapter for the area regulations for all other uses permitted in this district.
3. See the Tables in Section **405.920** of this Chapter for the area regulations for all uses other than dwellings.

D. *Height Regulations.* Also See Reference Table 450.1

1. The height regulations for dwellings and buildings accessory to dwellings shall be the same as those of the residential district.
2. For uses other than dwellings and buildings accessory to dwellings, see the Table in Section **405.920** of this Chapter.

Section 405.910 "**C-3" Highway Commercial.**

[R.O. 2009 § 17.26.030; Ord. No. 4888 § 2, 2-3-1992; Ord. No. 6220, 5-26-2021]

A. *General Description.* This commercial district is for the conduct of commercial enterprises catering to the traveling public, for personal and business services, for general retail trade and for a limited number of other uses that are compatible with commercial activity. Because of the relationship of these uses to the adjacent highway and residential districts, appropriate considerations are necessary to protect the integrity of the function of the highway and to reduce the adverse impact on adjacent residential districts.

B. Uses Permitted. See the Table in Section **405.920** of this Chapter.

1. Any downtown district, as may be designated by ordinance of the Sikeston City Council and located in whole or in part within a Highway Commercial "C-3" District, shall be subject to additional restrictions as set forth in Table I Table of Uses and shall be designated on City Zoning Maps as "C-3 ^{DT}".

C. Area Regulations. Also See Reference Table 450.1

1. The area requirements for dwellings shall be the same as the requirements of the "R-4" Residential District.
2. See the Table in Section **405.920** of this Chapter for the area regulations for all other uses permitted in this district.

D. Height Regulations. Also See Reference Table 450.1

1. The height regulations for dwellings and buildings accessory to dwellings shall be the same as those for the "R-5" Residential District.
2. For uses other than dwellings and buildings accessory to dwellings, see the Table in Section **405.920** of the Chapter.

Section 405.920 Tables — Use, Height and Area Regulations.

[R.O. 2009 § 17.26.040; Ord. No. 6220, 5-26-2021]

- A. *Table I—Uses.* The uses provided for in the "C-1" Neighborhood Shopping, the "C-2" General Commercial and the "C-3" Highway Commercial Districts are set forth in the table below. Where the letter "P" appears on the line of a use and in the column of a district, the listed use is permitted as a matter of right. Where the letters "CU" appears on the line of a use and in the column of a district, the listed use may be permitted by the Board of Adjustment as provided in Article **V** of this Chapter. In both cases, all uses shall be in compliance with all applicable provisions of this zoning ordinance and the Code of the City of Sikeston. Also See Reference Table 450.1
[Ord. No. 5961 §§I, XX, 8-25-2014; Ord. No. 6158, 7-29-2019; Ord. No. 6187, 5-4-2020; Ord. No. 6195, 5-4-2020; Ord. 6220, 5-26-2021]

Table 1. Permitted Uses

A	B			
CATEGORY USE	Zoning District—Conditional Or Permitted Use "C-1", "C-2", "C-3", "DT"			
P = Permitted as a matter of right CU = May be permitted by the Board of Adjustment	"C-1" Neighborhood	"C-2" General	"C-3" Highway	"DT" Downtown District
Residential				
Any use permitted in any residential district	P	P	P	P
Any use permitted on review in any residential district (a)	P	P	P	P
Commercial, miscellaneous (b)(c)				
Adult use, by license only (f)	CU			
Alcohol sales	CU	P	P	P
Antique shop	P	P	P	P
Appliance shop				
Arts school, gallery or museum	P	P	P	P
Artists materials, supply studio	P	P	P	P
Automobile parking lot	P	P	P	P
Automobile service station	CU	P	P	
Automobile repair, minor in conjunction with a service station	CU	P	P	
Baby shop	P	P	P	P
Bakery goods store	P	P	P	P
Bank	P	P	P	P
Barbershop	P	P	P	P
Beauty shop	P	P	P	P
Book or stationery store	P	P	P	P
Camera shop	P	P	P	P
Candy store	P	P	P	P
Catering establishment	P	P	P	P
Curio or gift shop	P	P	P	P

Table 1. Permitted Uses

A	B Zoning District—Conditional Or Permitted Use "C-1", "C-2", "C-3", "DT"			
CATEGORY USE	"C-1" Neighborhood	"C-2" General	"C-3" Highway	"DT" Downtown District
P = Permitted as a matter of right CU = May be permitted by the Board of Adjustment				
Drug shop or fountain	P	P	P	P
Dry goods store	P	P	P	P
Dairy products or ice cream store	P	P	P	P
Delicatessen	P	P	P	P
Dress shop	P	P	P	P
Fireworks sales			P	P
Florist shop, greenhouse, nursery	P	P	P	P
Furniture store		P	P	P
Funeral Home/Mortuary	P	P	P	P
Grocery store, quick shop	P	P	P	P
Hardware store		P	P	P
Jewelry or notion store	P	P	P	P
Lodge hall		P	P	P
Machine shop		P	P	P
Meat market	P	P	P	P
Medical facility (g)	P	P	P	P
Medical Marijuana Dispensaries (h)		P	P	
Messenger or telegraph service	P	P	P	P
Musical instrument sales	P	P	P	P
Office business	P	P	P	P
Optometrist sales and service	P	P	P	P
Photographer sales and service	P	P	P	P
Restaurant, conventional		P	P	P

Table 1. Permitted Uses

A	B Zoning District—Conditional Or Permitted Use "C-1", "C-2", "C-3", "DT"			
CATEGORY USE	"C-1" Neighborhood	"C-2" General	"C-3" Highway	"DT" Downtown District
P = Permitted as a matter of right CU = May be permitted by the Board of Adjustment				
Self-service laundry or dry cleaning	CU	P	P	P
Sewing machine sales, instruction		P	P	P
Sporting goods sales		P	P	P
Shoe repair shop	CU	P	P	P
Tailor shop	P	P	P	P
Toy store		P	P	P
Variety store		P	P	P
Name plate and sign relating to the use of the store and premises or to products on the premises		P	P	P
Accessory buildings and uses customarily incidental to the above uses	P	P	P	
Frozen food locker		P	P	P
Kennel		CU	CU	
Laboratories, testing		P	P	
Laboratories, research		P	P	
Printing, publishing, and allied industries		P	P	P
Veterinary clinic for small animals all within enclosed structures (e)		P	P	
Open Display Commercial (d)				
Boat sales, service and minor repair		P	P	
Farm implement and machinery, new and used sales		P	P	

Table 1. Permitted Uses

A	B			
CATEGORY USE	Zoning District—Conditional Or Permitted Use "C-1", "C-2", "C-3", "DT"			
P = Permitted as a matter of right CU = May be permitted by the Board of Adjustment	"C-1" Neighborhood	"C-2" General	"C-3" Highway	"DT" Downtown District
Metal and wood fencing, ornamental grillwork and decorative wrought iron work and play equipment sales				
Mobile home and travel trailer sales		P	P	
Monument sales		P	P	
New and used automobile sales		P	P	
Prefabricated house sales		P	P	
Trailers for hauling, rental and sales		P	P	
Wholesale Trade				
Motor vehicles and automotive equipment		P	P	
Drugs and allied products		P	P	CU
Piece goods, notions, apparel		P		
Groceries and related products		P	P	P
Electrical goods		P	P	P
Hardware, plumbing and heating equipment and supplies		P	P	P
Machinery equipment and supplies		P	P	
Retail Trade				
Building materials, hardware and farm equipment dealers		P	P	P
General merchandise		P	P	P
Automobile dealers		P	P	

Table 1. Permitted Uses

A	B			
CATEGORY USE	Zoning District—Conditional Or Permitted Use "C-1", "C-2", "C-3", "DT"			
P = Permitted as a matter of right CU = May be permitted by the Board of Adjustment	"C-1" Neighborhood	"C-2" General	"C-3" Highway	"DT" Downtown District
Apparel and accessory stores		P	P	P
Furniture, home furnishings and equipment sales				
Eating Places				
Drinking places				
Bars/taverns				
Beer gardens				
Private clubs				
Nightclubs				
Miscellaneous retail stores				
Finance, Insurance and Real Estate				
Banking	P	P	P	P
Credit agencies, other than banks				
Security and commodity brokers, dealers, exchanges and services				
Insurance carriers				
Insurance agents, brokers and services				
Real estate				
Holding and other investment companies				
Services				
Hotels, tourist courts and motels	CU	P	P	P
Rooming and boarding houses				
Personal services	CU	P	P	P
Miscellaneous business services				

Table 1. Permitted Uses

A	B			
CATEGORY USE	Zoning District—Conditional Or Permitted Use "C-1", "C-2", "C-3", "DT"			
P = Permitted as a matter of right CU = May be permitted by the Board of Adjustment	"C-1" Neighborhood	"C-2" General	"C-3" Highway	"DT" Downtown District
Automobile repair, automobile services, garages				
Miscellaneous repair services	CU	P	P	
Motion pictures		P	P	P
Amusement and recreation services except motion pictures		P	P	P
Medical and other health services	P	P	P	P
Legal services	P	P	P	P
Educational services	P	P	P	P
Museums and art galleries	P	P	P	P
Non-profit membership organizations	P	P	P	P
Miscellaneous services	CU	P	P	
Transportation, Communication, Electric, Gas and Sanitary Services				
Railroad transportation		P	P	P
Local and suburban transit and interurban highway passenger transportation		P	P	P
Motor freight transportation and warehousing		P	P	
Arrangement of transportation		P	P	P
Communication		P	P	P
Electric, gas and sanitary services		P	P	P
Accessory (DT)				

Table 1. Permitted Uses

A	B			
CATEGORY USE	Zoning District—Conditional Or Permitted Use			
	"C-1", "C-2", "C-3", "DT"			
P = Permitted as a				
matter of right				
CU = May be				
permitted by the				
Board of Adjustment	"C-1"	"C-2"	"C-3"	"DT"
	Neighborhood	General	Highway	Downtown
		P	P	District
Buildings, structures				
and uses incidental to				
any of the above				
uses, provided that				
there shall be no				
manufacture,				
processing or				
compounding of				
products other than				
those expressly				
permitted except				
those that are				
customarily incidental				
and essential to				
commercial				
establishments				

- (a) Include all uses listed as permitted or conditional uses in a residential district, except the provision for Class A manufactured housing shall remain in a conditional use.
- (b) Retail stores and shops which do not exceed seven thousand (7,000) square feet of gross floor area per floor and which supply the regular customary needs of the residents of the neighborhood and which are primarily for their convenience.
- (c) In the "C-1" Neighborhood Shopping District, a building used for any of the uses enumerated in this category may not have more than forty percent (40%) of its floor area devoted to purposes incidental to the primary use. No material or goods offered for sale or stored in connection with the uses of this category shall be displayed or stored outside of a building.
- (d) The uses enumerated in this category shall comply with the following provisions:
 - (1) All servicing of vehicles carried on as an incidental part of the sales operation shall be conducted within a completely enclosed building.
 - (2) Driveways used for ingress and egress shall be a minimum of twenty-five (25) feet in width, exclusive of curb returns.
 - (3) Outdoor lighting, when provided, shall have an arrangement of reflectors and an intensity of lighting which will not interfere with adjacent land uses or the use of adjacent streets and shall not be of the flashing or intermittent type.
- (e) Subject to regulations and laws of the State of Missouri and the City of Sikeston.
- (f) Shall not be allowed (1) within one thousand (1,000) feet of another existing adult use or (2) within three hundred (300) feet of a pre-existing school, public park, church or tavern.
- (g) Drug and alcohol residential or outpatient treatment facilities may be permitted in "C-2" and "C-3" Commercial Districts as a conditional use subject to the following conditions and success:

- (1) An application must be submitted to the City Manager specifying the location of intended use, number of occupants (not to exceed (4)), number of staff (sufficient to provide adequate supervision), proposed design of structure must reasonably conform to the exterior appearance of dwellings in the vicinity and compliance with Missouri State Statute governing the operations of such facility.
 - (2) The proposed facility, either new or existing structure, must conform to current building codes of the City of Sikeston. Plans prepared by a Missouri certified architect will be required.
 - (3) Adequate off-street parking must be provided.
 - (4) Such facility shall not be located closer than one thousand (1,000) feet to any other similar substance abuse treatment facility.
 - (5) After review of above-stated requirements, the City Manager will refer such application for public hearing to the City Planning and Zoning Commission for their consideration, review and recommendations.
 - (6) The Planning Commission will forward a recommendation to the City Council on the application for their action.
 - (7) The City Planner will issue or deny building permit for the application dependent upon Council action.
- (h) As to regulations regarding Medical Marijuana Dispensaries, see Section **405.1490** of this Chapter.

B. Yard Setback Requirements. All buildings and structures in the "C-1" Neighborhood Shopping District, the "C-2" General Commercial and the "C-3" Highway Commercial Districts shall be set back from the centerline of State and Federal highways and lot lines to comply with the following yard requirements. (See Article **VIII** Height and Area Exceptions.)

Table II. Yard Setback Requirements

Minimum Yards	"C-1" Neighborhood	"C-2" General	"C-3" Highway
Front yard depth			
Major road (a)	25 feet	The greater of 75 feet from centerline or 25 feet from lot line	
Minor road (b)	25 feet		25 feet
Side yard (c)	10 feet		
Rear yard	25 feet		

(a) State or Federal highway.

(b) All public streets and roads other than a State or Federal highway.

(c) Ten (10) feet or twelve and one-half percent (12½%) of the width of the lot, which ever is less.

C. Intensity Of Use, Lot Width, Coverage And Height Regulations. Uses and lots in the "C-1" Neighborhood Shopping, "C-2" General Commercial and "C-3" Highway Commercial Districts, other than those uses and lots regulated by reference to the mandated requirements of the Residential District, shall comply with the following requirements:

Table III. Intensity of Use, Lot Width, Coverage and Height Regulations

Item	"C-1" Neighborhood	"C-2" General	"C-3" Highway
Area minimum	Adequate to provide yards and parking as required (a)		
Lot width, minimum			
Coverage, Maximum (b)			
Stories	2½		
Feet	35	45	45

(a) See Art. X Off-Street Parking for off-street parking requirements.

(b) See Art. VIII Height and Area Exceptions for exceptions to those height limitations.

Division 12 Office District Zoning "O"

[Ord. No. 6220, 5-26-2021]

Section 405.930 Purpose.

[R.O. 2009 § 17.27.010]

Office district zoning will provide additional commercial opportunities but be more restrictive than present commercial districts.

Section 405.940 Generally — Office District Zoning "O".

[R.O. 2009 § 17.27.020; Ord. No. 6220, 5-26-2021]

The regulations set forth in this Section or set forth elsewhere in this Chapter, when referred to in this Section, are the regulations of the "O" Office District zoning. The purpose of the "O" Office District zoning is to provide adequate space in appropriate locations suitable for accommodating medical, dental and similar service, as well as professional offices. Bulk limitations are designed to provide maximum compatibility with less intensive land use in adjacent residential districts and with more intensive land use in adjacent commercial districts.

Section 405.950 Use Regulations.

[R.O. 2009 § 17.27.030; Ord. No. 6220, 5-26-2021]

A. A building or premises shall be used only for the following purposes:

1. Professional services and offices, including medical, dental and other health-related services; legal, engineering, surveying, architectural; research, accounting and planning services.
2. Finance, insurance and real estate services and offices, including banking and saving and loan institutions, credit services, security and commodity brokers and dealers, insurance carriers, agents, brokers and services, real-estate and real-estate related activities and holding and investment services.

3. Government services and offices, including executive, legislative and judicial functions; protective functions; post offices.
 4. Educational services and offices, including public schools or private schools having a curriculum similar to that ordinarily given in a public school, including religious instruction in parochial schools, but excluding driving education schools.
 5. Churches and similar places of worship, including religious Sunday school buildings.
 6. Publicly owned or operated parks, playgrounds, community building, museums, libraries or art galleries and municipal facilities, including Police and Fire stations.
 7. Child or day care centers or nursery schools.
 8. Gymnasiums and multi-purpose recreational facilities typically associated and appurtenant to public or private schools, churches or similar places of worship.
 9. Restaurants, cafeterias, gift shops, magazine stands, drugstores and medical prescriptions centers will be permitted, provided they are operated as an accessory use to and located within a permitted use of the "O" (Office District) zoning and, further provided, that any advertising of such sales shall be confined to the interior of the building and shall not be visible from the outside of such building.
 10. Any other type of business, institutional, governmental, professional or medical use not specifically permitted herein, when authorized by the City Council after receipt of review and recommendations from the Planning and Zoning Commission and only when consistent with the intent and purpose of the "O" (Office District) zoning regulations.
 11. Accessory buildings and accessory uses customarily incidental to the above uses, subject to the restrictions established in the City Municipal Code.
- B.** The following are specifically excluded from use in the "O" (Office District) zoning:
1. Nursing, rest or convalescent homes;
 2. Prisons and military bases;
 3. Animal hospitals and animal clinics; and
 4. Retail and/or wholesale sales.

Section 405.960 - 450.970 [R.O. 2009 § 17.27.040]

Reserved [Ord. No. 6220, 5-26-2021]

Section 405.980 **Height, Area and Lot Size Regulations.** *Also See Reference Table 450.1*

[R.O. 2009 § 17.27.060; Ord 6220, 5-26-2021]

A. The maximum height of buildings permitted shall be as follows:

1. *All building other than churches and similar places of worship.* Thirty-five (35) feet and not over two and one-half (2½) stories.
2. *Churches and similar places of worship.* Seventy-five (75) feet for towers or steeples and not more than forty-five (45) for the principal building.

B. *Area.* No building or structures shall be erected or enlarged, unless the following yards are provided and maintained in connection with such building, structure or enlargement for each lot:

1. *Front yard.* Each lot upon which a building is constructed shall have a front yard of not less than thirty (30) feet.
2. *Side yard.* Each lot upon which a building is constructed shall have a side yard of not less than twelve and one-half percent (12.5%) of the width of the lot.
3. *Rear yard.* Each lot upon which a building is constructed shall have a rear yard of not less than twenty-five (25) feet.

C. *Lot Size.* The minimum lot size permitted shall be as follows:

1. All uses shall be on a lot having an area of not less than fifteen thousand (15,000) square feet and a width at the front lot line of not less than one hundred (100) feet.
2. The maximum lot size permitted shall be two (2) acres or four (4) acres as required

These area requirements and restrictions apply to each lot regardless of the number of lots owned or used.

Any exceptions to these regulations may be authorized by the City Council after receipt, review and recommendations of the Planning and Zoning Commission and only if consistent with the overall intent and purpose of these regulations.

Section 405.990 **Floor Area.**

[R.O. 2009 § 17.27.070; Ord. No. 6220, 5-26-2021]

In the "O" Office District zoning, a building used for any of the uses enumerated in this Chapter may not have more than forty percent (40%) of its floor area devoted to purposes incidental to the primary use. No material or goods offered for sale or stored in connection with the uses of this category shall be displayed or stored outside of a building.

Section 405.1000 [R.O. 2009 § 17.27.080]

Reserved [Ord. No. 6220, 5-26-2021]

Section 405.1010 **Outdoor Lighting.**

[R.O. 2009 § 17.27.090; Ord. No. 5522 §II, 11-2-2002]

Outdoor lighting, when provided, shall have an arrangement of reflectors and an intensity of lighting which will not interfere with adjacent land uses or the use of adjacent streets and shall not be of the flashing or intermittent type.

Division 13

Section 405.1020 – 405.1100 – Reserved
[Ord. No. 6220, 5-26-2021]

Division 14 "IL" and "IH" Industrial Districts

Section 405.1110 **"IL" Light Industrial District.**
[R.O. 2009 § 17.28.010; Ord. No. 6220, 5-26-2021]

A. General Description. This industrial district is to provide wholesale and retail trade, service industries and light industries that manufacture, process, store and distribute goods and materials and are, in general, dependent on raw materials refined elsewhere; and the manufacture, compounding, processing, packaging or treatment of products specified in the uses permitted tables that follow.

B. Uses Permitted.

1. See Table I in Section **405.1130** of this Chapter.
2. Any Downtown District, as may be designated by ordinance of the Sikeston City Council and located in whole or in part within a Light Industrial District (IL), shall be subject to additional restrictions as set forth in Table I, Table of Uses and shall be designated on City Zoning Maps as "IL DT".

C. Area Regulations. Also See Reference Table 450.1

1. The lot area and yard requirements for dwellings shall be the same requirements established for the "R-5" Residential District.

2. See Table I in Section **405.1130** of this Chapter for the area regulations for all other uses permitted in this district.

3. For exceptions to these requirements, refer to Article **VIII** of this regulation, Height and Area Exceptions.

D. Height Regulations. Also See Reference Table 450.1

1. See Table III in Section **405.1130** of this Chapter.

2. For exceptions to these regulations, refer to Article **VIII** of this regulation, Height and Area Regulations.

Section 405.1120 "IH" Heavy Industrial District.

[R.O. 2009 § 17.28.020; Ord. No. 6220, 5-26-2021]

A. General Description. This industrial district provides for the manufacture, compounding, processing, packaging or treatment of the products when not in conflict with any Missouri Statute or ordinance of this City, that regulate nuisances and are not noxious or offensive by reason of vibration, noise, odor, dust, smoke, gas or otherwise.

B. Uses Permitted. See Table I in Section **405.1130** of this Chapter.

C. Area Regulations. Also See Reference Table 450.1

See Table II in Section **405.1130** of this Chapter. For exceptions to those regulations, refer to Article **VIII** of this regulation, Height and Area Exceptions.

D. Height Regulations. Also See Reference Table 450.1

1. See Table III in Section **405.1130** of this Chapter.

2. For exceptions to these regulations, refer to Article **VIII** of this regulation, Height and Area Exceptions.

Section 405.1130 Tables — Use, Height and Area Regulations.

[R.O. 2009 § 17.28.030; Ord. No. 6055, 5-1-2017; Ord. No. 6220, 5-26-2021]

A. Table I – Uses The use provided for in the "IL" Light Industrial and "IH" Heavy Industrial Districts are set forth in the table below. Where the letter "P" appears on the line of a use and in the column of a district, the listed use is permitted as a matter of right. Where the letters "CU" appears on the line of a use and in the column of a district, the listed use may be permitted by the City Council pursuant to the provisions of

Sections **405.390—405.420** of this regulation. *Also See Reference Table 450.1*

[Ord. No. 6158, 7-29-2019; Ord. No. 6164, 9-30-2019]

Table Of Uses

P = Permitted as a matter of right

CU = May be permitted by the Board of Adjustment

NA = Not allowed

Category Use	"IL" Light Industrial	"IH" Heavy Industrial	"DT" Downtown District
Residential			
Any use permitted in any residential district	CU	NA	NA
Any use permitted on review in any residential district	CU	NA	NA
Chemical and Allied Products			
Cosmetics and toiletries (compounding only)	P	P	NA
Ice manufacture, including dry ice	P	P	NA
Ink manufacture (mixing only)	P	P	NA
Insecticides, fungicides, disinfectants and related industrial and household chemical compounds (blending only)	P	P	NA
Medical Marijuana Cultivation Facility (See Section 405.1490 for regulations)	P	P	NA
Perfumes and perfumed soap (compounding only)	P	P	NA
Pharmaceutical products	P	P	NA
Soap, washing or cleaning, powder or soda (compounding only)	P	P	NA
Food Beverage and Products			
Chewing gum manufacture	P	P	NA
Category Use	"IL" Light Industrial	"IH" Heavy Industrial	"DT" Downtown District
Chocolate, cocoa and cocoa products, processing and packaging only	P	P	NA
Coffee, tea and spices, processing and canning only	P	P	NA
Fruit and vegetable processing (including canning, preserving, drying and freezing)	P	P	NA
Gelatin products	P	P	NA
Glucose and dextrine products	P	P	NA

Table Of Uses

P = Permitted as a matter of right

CU = May be permitted by the Board of Adjustment

NA = Not allowed

Macaroni and noodle manufacture	P	P	NA
Meat products, packaging and processing (no slaughtering)	P	P	NA
Medical Marijuana-Infused Products Manufacturing Facility (See Section 405.1490 for regulations)	P	P	NA
Medical Marijuana Testing Facility (See Section 405.1490 for regulations)	P	P	NA
Oleo margarine (compounding and packaging only)	P	P	NA
Poultry packing	P	P	NA

Metals and Metal Products

Automobile, truck, trailer, motorcycle and bicycle assembly	P	P	NA
Boat manufacture (vessels less than five (5) tons)	P	P	NA
Container (metal)	P	P	NA
Fasteners (metal) manufacture	P	P	NA
Foundry products manufacture (electrical only)	P	P	NA
Iron (ornamental only) fabrication	P	P	NA
Plating, electrolytic process	P	P	NA
Sheet metal products manufacture	P	P	NA
Silverware and plated ware	P	P	NA

Category Use

"IL"	"IH"	"DT"
Light Industrial	Heavy Industrial	Downtown District

Tool, die, gauge and machine shops	P	P	NA
Vitreous enameled products	P	P	NA

Textiles, Bedding and Fibers

Hat bodies of fur and wool felt (including men's hats), manufacture	P	P	NA
Knitting, weaving, printing, finishing of textiles and fibers into fabric goods	P	P	NA
Rubber and synthetic treated fabrics (excluding all rubber and synthetic processing)	P	P	NA
Yarn, threads and cordage	P	P	NA
Clothing manufacture	P	P	NA

Wood and Paper Products

Table Of Uses

P = Permitted as a matter of right

CU = May be permitted by the Board of Adjustment

NA = Not allowed

Basket and hamper (wood, reed, rattan, etc.)	P	P	NA
Pencil manufacture	P	P	NA
Shipping container (corrugated board, fiber or wire bound)	P	P	NA
Veneer manufacture	P	P	NA

Unclassified Uses

Animal pound	P	P	NA
Animal, poultry and bird raising, commercial	P	P	NA
Bulk storage of petroleum products for a local distribution as distinguished from a petroleum products terminal for extensive storage and regional distributing purposes	P	P	NA
Button manufacture	P	P	NA
Carbon paper and inked ribbons manufacture	P	P	NA
Cigar and cigarette manufacture	P	P	NA
Coal and coke storage and sales	P	P	NA

Category Use

"IL"	"IH"	"DT"
Light Industrial	Heavy Industrial	Downtown District

Contractor's shop and storage yard	P	P	NA
Exposition building	P	P	NA
Fairgrounds	P	P	NA
Fur finishing (but not including a tanning operation)	P	P	NA
Industrial vocations training school, including internal combustion engines	P	P	NA
Leather goods manufacture, but not including tanning operations	P	P	NA
Motion picture production	P	P	NA
Tire retreading and vulcanizing (other uses similar when approved by the Board of Adjustment, per Article <u>V</u> of Chapter <u>405</u>)	P	P	NA

Chemical, Petroleum, Coal and Allied Products

Adhesives	P	P	NA
Alcohol, industrial	P	P	NA

Table Of Uses

P = Permitted as a matter of right

CU = May be permitted by the Board of Adjustment

NA = Not allowed

Bleaching	P	P	NA
Bluing	P	P	NA
Calcimine	P	P	NA
Candles	P	P	NA
Cleaning and polishing preparation (non-soap dressing and blackings)	P	P	NA
Dye-stuff	P	P	NA
Essential oils	P	P	NA
Exterminating agents and poisons	P	P	NA
Fertilizers (non-organic)	P	P	NA
Fuel briquettes	P	P	NA
Glue and size (vegetable)	P	P	NA
Ink manufacture from primary raw materials (including colors and pigments)	P	P	NA

Category Use**"IL"
Light Industrial****"IH"
Heavy Industrial****"DT"
Downtown
District**

Soap and soap products	P	P	NA
Clay, Stone and Glass Products			
Abrasive wheels, stones, paper, cloth and related products	P	NA	NA
Asbestos products	P	P	NA
Brick, fire brick and clay products	P	P	NA
Concrete products or central mixing and proportioning plant	P	P	NA
Glass and glass products	P	P	NA
Graphite and graphite products	P	P	NA
Monument and architectural stone	P	P	NA
Pottery and porcelain products (coal fired)	P	P	NA
Refractories (other than coal fired)	P	P	NA
Sand-lime products	P	P	NA
Stone products	P	P	NA
Wallboard and plaster, building insulation and composition flooring	P	P	NA
Food and Beverage			
Casein	P	P	NA

Table Of Uses

P = Permitted as a matter of right

CU = May be permitted by the Board of Adjustment

NA = Not allowed

Chocolate and Cocoa	P	P	NA
Cider and vinegar	P	P	NA
Distilleries (alcoholic) breweries and alcoholic spirits	P	P	NA
Flour, feed and grain milling or storage	P	P	NA
Gelatin	P	P	NA
Glucose or dextrine	P	P	NA
Malt extracts	P	P	NA
Meat packing	P	P	NA
Molasses	P	P	NA
Oil, shortening and fats (including oleo margarine)	P	P	NA

Category Use**"IL"****Light Industrial****"IH"****Heavy Industrial****"DT"****Downtown District**

Pickles, vegetables relish and sauces	P	P	NA
Poultry (including slaughter)	P	P	NA
Sauerkraut	P	P	NA
Sugar refining	P	P	NA
Yeast manufacture	P	P	NA

Metal and Metal Products

Agriculture and farm implement manufacture	P	P	NA
Aircraft and aircraft parts and manufacture	P	P	NA
Aluminum extrusion, rolling, fabrication and forming	P	P	NA
Boiler manufacture (other than welded)	P	P	NA
Culvert manufacture	P	P	NA
Firearms manufacture	P	P	NA
Forge plant, pneumatic, drop and forging hammering	P	P	NA
Foundries	P	P	NA
Galvanizing or plating (hot dip)	P	P	NA
Heating, ventilating, cooking and refrigeration supplies and appliances	P	P	NA
Lead oxide	P	P	NA

Table Of Uses

P = Permitted as a matter of right

CU = May be permitted by the Board of Adjustment

NA = Not allowed

Locomotive and railroad car building and repair	P	P	NA
Machinery manufacture	P	P	NA
Motor testing (internal combustion motors)	P	P	NA
Nails, brads, tacks, spikes and staples manufacture	P	P	NA
Ore dumps and elevators	P	P	NA
Plumbing supplies	P	P	NA
Safe and vault manufacture	P	P	NA
Category Use	"IL"	"IH"	"DT"
	Light Industrial	Heavy Industrial	Downtown District
Shipyards	P	P	NA
Stove and range manufacture	P	P	NA
Structural iron and steel fabrication and manufacture	P	P	NA
Tool, die, gauge and machine shops	P	P	NA
Tool and hardware products	P	P	NA
Trailers	P	P	NA
Wire rope and cable	P	P	NA
Textiles, Fibers and Bedding			
Bedding (mattress, pillow and quilt) manufacture	P	P	NA
Bleachery	P	P	NA
Carpet, rug and mat manufacture	P	P	NA
Cordage and rope	P	P	NA
Hair and felt products washing, curling and dyeing	P	P	NA
Hosiery mill	P	P	NA
Jute, hemp and sisal products	P	P	NA
Linoleum and other hard-surfaced floor covering	P	P	NA
Nylon	P	P	NA
Oilcloth, oil-treated products and artificial leather	P	P	NA
Rayon	P	P	NA
Shoddy	P	P	NA

Table Of Uses

P = Permitted as a matter of right

CU = May be permitted by the Board of Adjustment

NA = Not allowed

Wool pulling or scouring	P	P	NA
--------------------------	---	---	----

Wood and Paper Products

Barrels	P	P	NA
---------	---	---	----

Box and crate manufacture	P	P	NA
---------------------------	---	---	----

Carriages and wagons	P	P	NA
----------------------	---	---	----

Charcoal and pulverizing	P	P	NA
--------------------------	---	---	----

Category Use**"IL"****"IH"****"DT"****Light Industrial****Heavy Industrial****Downtown
District**

Cooperage works	P	P	NA
-----------------	---	---	----

Excelsior	P	P	NA
-----------	---	---	----

Furniture	P	P	NA
-----------	---	---	----

Paper and paperboard products	P	P	NA
-------------------------------	---	---	----

Planing and millwork	P	P	NA
----------------------	---	---	----

Pulp goods, pressed or molded (including paper-mache products)	P	P	NA
---	---	---	----

Sawmill (including cooperage stock mill)	P	P	NA
---	---	---	----

Wallboard	P	P	NA
-----------	---	---	----

Wood preserving treatment	P	P	NA
---------------------------	---	---	----

Miscellaneous Industries

Carbon papers and ribbons	P	P	NA
---------------------------	---	---	----

Chewing tobacco	P	P	NA
-----------------	---	---	----

Leather tanning and curing	P	P	NA
----------------------------	---	---	----

Rubber (natural and synthetic), gutta percha, chicle and balata processing	P	P	NA
---	---	---	----

Shell grinding	P	P	NA
----------------	---	---	----

Storage battery (wet cell)	P	P	NA
----------------------------	---	---	----

Other Uses

Bag cleaning	P	P	NA
--------------	---	---	----

Coal pocket	P	P	NA
-------------	---	---	----

Railroad yard, roundhouses, repair and overhaul shops	P	P	NA
--	---	---	----

Oils, vegetable and animal (non-edible) and storage	P	P	NA
--	---	---	----

Paint, lacquer, shellac and varnish (including colors and pigments, thinners and removers)	P	P	NA
--	---	---	----

Table Of Uses

P = Permitted as a matter of right

CU = May be permitted by the Board of Adjustment

NA = Not allowed

Roofing materials, building paper and
felt (including asphalt and composition)

P

P

NA

Category Use**"IL"
Light Industrial****"IH"
Heavy Industrial****"DT"
Downtown
District**Salt tanning materials and allied
products

P

P

NA

Tar products (except distillation)

P

P

NA

Special Permit Required

Acid manufacture

NA

CU

NA

Automobile wrecking, cars and parts,
storage and sale

NA

CU

NA

Cement, lime, gypsum or plaster of
Paris manufacture

NA

CU

NA

Distillation, manufacture or refining of
bones, coal or tar asphalt

NA

CU

NA

Explosives, manufacture or storage

NA

CU

NA

Fat, grease, lard or tallow rendering or
refining

NA

CU

NA

Fertilizer, the manufacture or storage of
fertilizer made from organic matter

NA

NA

NA

Glue or size manufacture

NA

CU

NA

Garbage, offal or dead animal reduction
or dumping

NA

CU

NA

Junk and salvage (metal, paper, rags,
waste or glass) storage, treatment,
baling

NA

CU

NA

Paper manufacture

NA

CU

NA

Petroleum or asphalt refining

NA

CU

NA

Petroleum products terminal

NA

CU

NA

Smelting of tin, copper, zinc or iron ores

NA

CU

NA

Storage or processing raw hides or fur

NA

CU

NA

Stockyards or slaughter of animals
(except poultry)

NA

CU

NA

- B.** Table II – Yard Setback Requirements. All buildings and structures in the "IL" Industrial and "IH" Heavy Industrial Districts shall be set back from the centerline of State and Federal highways and lot lines to comply with the following yard requirements. (See Article VIII Height and Area Exceptions.) *Also See Reference Table 450.1*

**Table II. "IL" Light Industrial and "IH" Heavy Industrial
Setback Requirements**

Minimum yards	"IL" Light Industrial	"IH" Heavy Industrial
Front yard depth		
Major road (a)	25 feet	40 feet
Minor road (b)	25 feet	40 feet
Side yard (see Table III)		
Rear yard		
(a) State or Federal highway.		
(b) All public streets and roads other than a State or Federal highway		

- C.** Table III – Intensity of Use, Lot Width, and Height Regulations. Other than those uses and lots regulated by reference to the mandated requirements of the applicable Residential District, shall comply with the following requirements: *Also See Reference Table 450.1*

Table III. Intensity of Use, Lot Width and Height Regulations

Item	"IL" Light Industrial	"IH" Heavy Industrial
Area Minimum—Adequate to provide yards and parking as required (a)		
Lot width, minimum		
Height, maximum (b)		
Stories	3 (b)	8
Feet	50	100

- (a) See Article **X** for off-street parking requirements.
 (b) See Article **VIII** for exceptions to those height limitations.

Division 15 Zero Lot Line Residential

Section 405.1140 [R.O. 2009 Zoning Regulations Div. 15]

Reserved [Ord. No. 6220, 5-26-2021]

Section 405.1150 **Process and Provisions For Single-Family Attached Housing.**
 [R.O. 2009 Ch. 17.30; Ord. No. 5327 §IV, 5-18-2000]

- A.** Permitted use in "R-7" Condominium Residential District.
- B.** Administrative review by Zoning Officer required prior to issuance of a building permit.
1. Ownership of land (determined).
 2. Density (lot area), height and yard standards comply with standards set for the particular district and zero lot line provision.

3. Design for common walls, duplex ("R-4") and design for entire structure three- or four-plex ("R-5") certified by architect or engineer. The walls separating the dwellings must be masonry construction providing for a two (2) hour fire-resistant rating. The center of this wall must be on the property line. The wall shall extend from its footing to two (2) feet, eight (8) inches above the roof line. The wall may terminate at the underside of the rood deck if the roof sheathing or deck is constructed of approved non-combustible materials or fire-retardant treated wood for a distance of four (4) feet on either side of the wall.
4. Each unit will have totally independent utilities. (No common facilities)
5. Declaration of covenants, conditions, restrictions and deeds comply with the Condominium Property Act and Uniform Condominium Act of Missouri, as amended. Certified by Missouri licensed attorney.

C. Conversion Of Existing Structures.

1. If an existing structure is a non-conforming structure in either use and/or failure to meet current design standards in terms of minimum area regulations, conversion will not be permitted.
2. In all other cases, the provisions of Subsection **(B)** above shall apply.
3. Structures to be converted must meet current Building Code requirements.

Division 16 Planned Unit Development

Section 405.1160 [R.O. 2009 Ch. 17.32]

Reserved [Ord. No. 6220, 5-26-2021]

Section 405.1170 **Generally.**

[R.O. 2009 § 17.34.010; Prior Code § 10-112 (part); Ord. No. 6220, 5-26-2021]

Height and area requirements shall be subject to the exceptions and regulations of this Chapter. *Also See Reference Table 450.1*

Section 405.1180 **Height — Districts With Forty Foot or Fifty Foot Limitations.**

[R.O. 2009 § 17.34.020; Prior Code § 10-112(1)(a)]

In districts where the height is limited to forty (40) feet or fifty (50) feet, public buildings, hospitals, sanitariums or eleemosynary nature may be erected to a height not exceeding sixty (60) feet where front and rear yards are increased in depth and side yards are increased in

width one (1) additional foot for each foot in height that the building exceeds the height regulation of the district in which it is to be erected.

Section 405.1190 Height — Towers, Chimneys and Elevators.

[R.O. 2009 § 17.34.030; Prior Code § 10-112(1)(b); Ord. No. 4893 § 2, 3-2-1992]

Chimneys, cooling towers, elevators, bulk heads, fire towers, gas tanks, grain elevators, lighthouses, solariums, penthouses, stacks, stage towers or scenery lofts, sugar refineries, radio towers, tanks, water towers, ornamental towers and spires, wireless towers and necessary mechanical appurtenances, also stadia owned and operated by institutions of higher learning, may be erected as to their height in accordance with existing or hereafter adopted City ordinances; provided no tower other than a church spire or tower of a public building shall exceed the height limit of the district in which it is located by more than twenty-five percent (25%). No tower shall be used as a place of habitation or for tenant purposes. No illuminated sign shall be attached to any chimney, tower, tank or other structure which extends above the height limit of the district in which it is located. Communications antennae for the purpose of receiving microwave signals will be permitted in residentially zoned areas of the City with the following conditions. The maximum height for such structure shall be limited to fifty (50) feet above grade level. No guy wires required to support such a structure shall be attached to the ground. Electrical grounding shall comply with the Electrical Code currently adopted by the City.

Section 405.1200 Height — On Through Lots.

[R.O. 2009 § 17.34.040; Prior Code § 10-112(1)(c)]

On through lots of one hundred forty (140) feet or less in depth, the height of a building may be measured from the curb level on either street. On through lots more than one hundred forty (140) feet in depth, the height regulation and basis of height measurement for the streets permitting the greater height shall apply to a depth of not more than one hundred forty (140) feet from the street.

Section 405.1210 Area — Definition of Two-Family and Multiple-Family Dwelling.

[R.O. 2009 § 17.34.050; Prior Code § 10-112(2)(a)]

For purposes of the area regulations, a two-family dwelling or multiple-family dwelling may be considered as one (1) building and occupying one (1) lot.

Section 405.1220 Area — Side Yards.

[R.O. 2009 § 17.34.060; Prior Code § 10-112(2)(b)]

The side yard requirements for dwellings not more than two (2) rooms in depth shall be waived when such dwellings are erected above stores and shops. If dwelling units more than

two (2) rooms in depth are erected above stores or shops, the portion of the building used for dwelling purposes shall comply with side yard requirements of the "R-5" Multiple-Family Residence District.

Section 405.1230 Area — Side Yards Between Districts.

[R.O. 2009 § 17.34.070; Prior Code § 10-112(2)(c); Ord. No. 4888 § 2, 2-3-1992]

When the commercial and industrial district adjoin a residence district, a side yard of ten (10) feet shall be required on that side of the lot adjoining the residence district.

Section 405.1240 Area — Rear Yard — Open Space Equivalent.

[R.O. 2009 § 17.34.080; Prior Code § 10-112(2)(d)]

A building occupying a through lot may waive the requirements for a rear yard by furnishing other open space equivalent to such required rear yard.

Section 405.1250 Area — Rear Yard — Computation of.

[R.O. 2009 § 17.34.090; Prior Code § 10-112(2)(e)]

In computing the depth of a rear yard or the width of a side yard for any building where such yard opens into an alley, one-half ($\frac{1}{2}$) of such alley may be assumed to be a portion of the yard.

Section 405.1260 Court Development — Yard Requirements.

[R.O. 2009 § 17.34.100; Prior Code § 10-112(2)(f)]

In the case of the court development, side yard may be used as the rear yard; provided that one (1) foot additional shall be added to the required side yard for each family unit opening onto or served by such side yard.

Section 405.1270 Yards and Courts To Be Kept Open.

[R.O. 2009 § 17.34.110; Prior Code § 10-112(2)(g)]

Every part of a required yard or court shall be open from its lowest point to the sky unobstructed, except for the projections of sills, belt courses, cornices and ornamental features not to exceed four (4) inches; provided however, that open balconies or cornices may project into a front yard not more than three and one-half ($3\frac{1}{2}$) feet.

Section 405.1280 [R.O. 2009 § 17.34.120; Prior Code § 10-112(2)(h)]

Reserved [Ord. No. 6220, 5-26-2021]

Section 405.1290 Accessory Building.

[R.O. 2009 § 17.34.130; Prior Code § 10-112(2)(i)]

A detached accessory building may occupy not more than thirty percent (30%) of a required rear yard and shall be located at least ten (10) feet from any building.

Section 405.1300 Theaters — Parking.

[R.O. 2009 § 17.34.140; Prior Code § 10-112(2)(j)]

All theaters hereafter erected shall provide an accessible parking space in the form of a surfaced area or garage in accordance with Article VIII.

Section 405.1310 Loading and Unloading Space.

[R.O. 2009 § 17.34.150; Prior Code § 10-112(2)(k)]

In the "C-3" Commercial District, the "C-2" Commercial District and the "IL" Light Industrial District, all buildings erected or structurally altered for commercial or industrial purposes shall provide an adequate space on the premises for the loading and unloading of goods or material used in connection with such commercial or industrial uses.

Article IX Special Prohibitions**Section 405.1320 Prohibited Structures.**

[R.O. 2009 § 17.36.010; Prior Code § 10-115(1)]

It is unlawful for any person to erect any barn, stable or other objectional building within the City limits, nor shall any privy or outdoor toilet be constructed or situated within the City where water and sanitary sewerage facilities are available.

Section 405.1330 Livery or Livestock Feed Stable.

[R.O. 2009 § 17.36.020; Prior Code § 10-115(2)]

It is unlawful for any person to erect or operate any livery or livestock feed or sales stable within one hundred fifty (150) feet of any dwelling.

Section 405.1340 Declaration of Public Nuisance.

[R.O. 2009 § 17.36.040; Prior Code § 10-115(4)]

Any building erected or use operated in violation of this Chapter is declared a nuisance and may be abated in the same manner as provide by ordinance for abatement of other nuisances; provided that nothing contained in this Section shall apply to any of the above mentioned buildings or uses that were in existence or in operation when the ordinance codified in this Chapter went into effect.

Article X Off-Street Parking**Section 405.1350 Generally.**

[R.O. 2009 § 17.38.010; Prior Code § 10-116(a)(part)]

Except in Zoning District with "DT" restrictions, all buildings and structures hereafter erected, constructed, reconstructed or altered shall be provided with off-street parking space, either in the form of parking garages or open parking area, for parking of motor vehicles in accordance with the following minimum requirements. In a residence district, no part of an off-street parking area, driveways excluded, shall be located in the required front yard. All loading areas shall be so located that delivery or loading vehicles shall not obstruct streets, walks or public rights-of-way.

Section 405.1360 – 405.1400

Reserved [Ord. No. 6220, 5-26-2021]

Article XI

Section 405.1410 – 405.1480

Reserved [Ord. No. 6220, 5-26-2021]

Article XII Medical Marijuana**Section 405.1490 Medical Marijuana.**

[Ord. No. 6158, 7-29-2019]

A. Medical Marijuana Dispensaries.

1. Commercial-2 ("C-2") and Commercial-3 ("C-3") Zones of Section **405.920**, Tables — Use, Height and Area Regulations of the Code of Sikeston, Missouri, is hereby amended to add a new designation, Medical Marijuana Dispensary Facility.
2. Light Industrial ("IL") and Heavy Industrial ("IH") Districts of Section **405.1130**, Tables — Use, Height and Area Regulations of the Code of Sikeston, Missouri, is hereby amended to add a new designation, Medical Marijuana Dispensary Facility.
3. Standards For Medical Marijuana Dispensaries. No building shall be constructed, altered or used for a Medical Marijuana Dispensary without complying with the following regulations this Article.

- a.** No Medical Marijuana Dispensary shall be located within five hundred (500) feet of a then existing elementary or secondary school, child day care center, or church*. Measurements shall be in a method consistent with the following:
[Ord. No. 6164, 9-30-2019]

- (1)** The distance between the facility and the school, day care, or church shall be measured between the closest public entrances of the facility and the school, day care or church.
- (2)** Measurements shall be made along the shortest path between the demarcation points that can be lawfully traveled by foot.

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

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

B. Medical Marijuana-Infused Products Manufacturing Facilities And Medical Marijuana Testing Facilities.

[Ord. No. 6164, 9-30-2019]

1. Light Industrial (IL) District and Heavy-Industrial (IH) District of the City Code of Sikeston, Missouri, is hereby amended to add to Section **405.1130**, Tables — Use, Height and Area Regulations, Standards for Medical Marijuana-Infused Products Manufacturing Facilities and Medical Marijuana Testing Facilities. The standards which apply to said facilities shall be as set forth in Subsection **(B)(2)**, below.
2. No building shall be constructed, altered or used for a Medical Marijuana-Infused Products Manufacturing Facility or Medical Marijuana Testing Facility without complying with the following regulations:
 - a. Distance Requirement. No Medical Marijuana-Infused Products Manufacturing Facility or Medical Marijuana Testing Facility using any combustible gases or CO² in the extraction process shall be located within one thousand (1,000) feet of a then existing elementary or secondary school, licensed child day care center, or church. Any other Medical Marijuana-Infused Products Manufacturing Facility or Medical Marijuana Testing Facility may be located in any location where a Medical Marijuana Dispensary may be located as detailed above, and subject to zoning restrictions. Measurements shall be in a method consistent with the following:
 - (1) The distance between the facility and the school, day care, or church shall be measured between the closest public entrances of the facility and the school, day care or church.
 - (2) Measurements shall be made along the shortest path between the demarcation points that can be lawfully traveled by foot.

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

- b. Outdoor Operations Or Storage. All operations and all storage of materials, products, or equipment shall be within a fully secured area inside the building structure or outdoors on the property in an area enclosed by a razor wire fence at least ten (10) feet in height, not including the razor wire.
- c. On-Site Usage Prohibited. No marijuana may be smoked, ingested, or otherwise consumed on the premises of any Medical Marijuana-Infused Products Manufacturing Facility or Medical Marijuana Testing Facility during regular business hours.
- d. Hours Of Operation. All Medical Marijuana-Infused Products Manufacturing Facilities and Medical Marijuana Testing Facilities shall be closed to the public and no persons not employed by the business shall be on the premises at any time without being approved entry and logged in by building security personnel and are required to obtain a visitor pass.
- e. Display Of Licenses Required. The Medical Marijuana-Infused Products Manufacturing Facility license or Medical Marijuana Testing Facility license issued by the State of Missouri shall be displayed in a prominent place in plain view near the front desk of the facility.
- f. Site Plan Review Required. Any plans for a Medical Marijuana-Infused Products Facility or Medical Marijuana Testing Facility using combustible gases or CO² in the extraction process shall meet the standard new construction requirements of the Light Industrial District outlined in this Title and approved subject to the standard procedures of the 2012 International Building Code and local ordinances of the City of Sikeston for Light Industrial Districts ("IL") or Heavy Industrial Districts ("IH"). Furthermore, this Section clarifies that Medical Marijuana-Infused Products Facility may be built in either a Light Industrial ("IL") or Heavy Industrial District ("IH").

C. Medical Marijuana Cultivation Facility.

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

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

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

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

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

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

- c. On-Site Usage Prohibited. No marijuana may be smoked, ingested, or otherwise consumed on the premises of any Medical Marijuana Cultivation Facility during regular business hours.
- d. Hours Of Operation. All Medical Marijuana Cultivation Facilities shall be closed to the public and no persons not employed by the business shall be on the premises at any time without being approved entry and logged in by building security personnel and are required to obtain a visitor pass.
- e. Display Of Licenses Required. The Medical Marijuana Cultivation Facility license issued by the State of Missouri shall be displayed in a prominent place in plain view near the front entrance of the facility.
- f. Site Plan Review Required. Any plans for an indoor Medical Marijuana Cultivation Facility shall meet the standard new construction requirements of the Heavy Industrial ("IH") District outlined in this Title and approved subject to the standard procedures of the 2012 International Code Council and local ordinances of the City of Sikeston. In the Agricultural/Open Space ("AG") District, any outdoor Medical Marijuana Cultivation Facility shall meet the standard requirements for of any other crop, except as otherwise set forth herein.

Insert::

See "Exhibit A"

Table 450.1 – Minimum Areas for Zoning Districts

Insert: See "Exhibit B"

Table 802.1 Fence Heights Supplement

802.1.2 – Fence Regulations

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

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

SECTION V: Record of Passage:

- A. Bill Number 6220 was introduced and read the first time this 5th day of April 2021.
- B. Bill Number 6220 was read the second time and discussed on this 26th day of April, 2021. Following discussion, Councilwoman Williams moved to approve Bill Number 6220. The motion was seconded by Councilman Merideth, discussed and the following roll call vote was recorded:

Sparks Aye, Merideth Aye, Self Aye, Baker Aye, Teachout Aye, Williams Aye, and Turnbow Aye, thereby being passed.

C. Ordinance 6220 shall be in full force and effect from and after May 26, 2021.

Award Street Improvement Bids – Waters Engineering

On April 2, 2021, the City opened bids for the cold milling, pavement replacement and bituminous overlay on Adams, Jefferson and Osage (Bid #21-25) and for Greer & Ranney and Greer & Warner intersection replacement with associated drainage work. (Bid #21-26)

For Bid #21-25, Apex Paving of Cape Girardeau, Missouri submitted a low bid with a price of \$160,210.12. We ask that Council award Bid #21-25 to Apex Paving.

For Bid #21-26, Kleusner Construction of Kelso, Missouri submitted a low bid with a price of \$212,135.50. We ask that Council award Bid #21-26 to Kleusner Construction.

Councilman Self moved to award Bid #21-25 to Apex Paving in the amount of \$160,210.12 and Bid #21-26 to Kleusner Construction in the amount of \$212,135.50. The motion was seconded by Councilman Merideth and the following roll call vote was recorded:

Sparks Aye, Merideth Aye, Self Aye, Baker Aye, Teachout Aye, Williams Aye, and Turnbow Aye, thereby being passed.

Award Street Improvement Bids – Lambert Engineering

On April 2, 2021, the City opened bids for the milling and asphaltting of Pine Street and Edmondson Street. (Bid #21-29). This bid also included two alternates: Alternate 1 includes the

milling and asphaltting of Campanella from N. Ingram halfway to Gehrig; Alternate 2 includes the milling and asphaltting of the other half of Campanella from N. Ingram to Gehrig.

Apex Paving of Cape Girardeau, Missouri submitted a low bid with a price of \$257,686.63 for the Base Bid plus Alternate 1 and Alternate 2.

Councilman Sparks moved to award Bid 21-29 to Apex Paving for the base bid plus Alternates 1 and 2 in the amount of \$257.686.63. The motion was seconded by Councilman Merideth and the following roll call vote was recorded:

Sparks Aye, Merideth Aye, Self Aye, Baker Aye, Teachout Aye, Williams Aye, and Turnbow Aye, thereby being passed.

ADJOURNMENT INTO EXECUTIVE SESSION

There being no further business before the City Council, Councilman Sparks moved to adjourn into executive session for personnel. The motion was seconded by Councilman Merideth and the following roll call vote was recorded:

Sparks Aye, Merideth Aye, Self Aye, Baker Aye, Teachout Aye, Williams Aye, and Turnbow Aye, thereby being passed.

Mayor Burch called the executive session to order. Present were: Mayor Greg Turnbow and Councilmen Ryan Merideth, Brandon Sparks, Brian Self, Onethia Williams, Vest Baker and David Teachout. Staff present were: City Manager Jonathan Douglass and Finance Director Karen Bailey.

Councilman Self moved to increase Jonathan Douglass' annual salary to \$125,000 per year, effective the first pay period in May. The motion was seconded by Councilman Williams and the following roll call vote was recorded:

Sparks Aye, Merideth Aye, Self Aye, Baker Aye, Teachout Aye,
Williams Aye, and Turnbow Aye, thereby being passed.

ADJOURNMENT OUT OF EXECUTIVE SESSION

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

Sparks Aye, Merideth Aye, Self Aye, Baker Aye, Teachout Aye,
Williams Aye, and Turnbow Aye, thereby being passed.

ADJOURNMENT

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

Sparks Aye, Merideth Aye, Self Aye, Baker Aye, Teachout Aye,
Williams Aye, and Turnbow Aye, thereby being passed.

APPROVED:

GREG TURNBOW, MAYOR

ATTEST:

RHONDA COUNCIL, CITY CLERK

SEAL:

REGULAR CITY COUNCIL MEETING
MAY 3, 2021

The regular Sikeston City Council meeting of May 3, 2021 was called to order at 5:00 p.m. in the Council Chambers at the City Hall, located at 105 E. Center Street in Sikeston, MO. Present at the meeting were: Mayor Greg Turnbow, Ryan Merideth, Brandon Sparks, Onethia Williams, Brian Self, Vest Baker and David Teachout. Staff in attendance were: City Manager Jonathan Douglass, City Counselor Tabatha Thurman, City Clerk Rhonda Council, Finance Director Karen Bailey, HR Director Amanda Groves, Public Works Director Jay Lancaster, Street Superintendent Brian Dial, Parks Director Dustin Care, Public Safety Director James McMillen, City Collector Vicky Lewis, Community Development Director Lorenzo Ware, and Public Safety Capt. Derick Wheatley.

APPROVAL OF CITY COUNCIL MINUTES

City Council minutes for March 29, April 5, April 16 and April 19, 2021 was presented for approval. Councilman Merideth moved to approve the minutes as presented. Councilman Sparks seconded the motion and the following roll call vote was recorded:

Sparks Aye, Merideth Aye, Self Aye, Baker Aye, Teachout Aye,
Williams Aye, and Turnbow Aye, thereby being passed.

PUBLIC HEARING – FY22 BUDGET HEARING

Councilman Self motioned to begin the Public Hearing to discuss the City's FY22 Budget. The motion was seconded by Councilman Sparks and the following vote recorded:

Sparks Aye, Merideth Aye, Self Aye, Baker Aye, Teachout Aye,
Williams Aye, and Turnbow Aye, thereby being passed.

City Manager Douglass presented a draft of the City's FY22 budget. Council is not bound to the draft of the budget. It can be adjusted up or down until the day it is adopted. The Budget will be discussed at the May 24th meeting and formally adopted at the June 8th Council meeting.

City Manager Douglass asked for Council to authorize the \$2,000 annual wage increase for all regular employees to be effective the next pay period. Councilman Self moved to authorize the \$2,000 wage increase for all regular employees to be effective the next pay period. The motion was seconded by Councilman Merideth and the following vote recorded:

Sparks Aye, Merideth Aye, Self Aye, Baker Aye, Teachout Aye,
Williams Aye, and Turnbow Aye, thereby being passed.

No remarks were heard from the public.

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

Sparks Aye, Merideth Aye, Self Aye, Baker Aye, Teachout Aye,
Williams Aye, and Turnbow Aye, thereby being passed.

ITEMS OF BUSINESS**Appointment to Library Board**

State statute mandates Library Board of Trustee terms take effect on July 1 of each year. Three board members have terms that are expiring: Greg Colwick, Libby Caskey and Trevor Miller. All three have served one full term and are eligible for reappointment. There were three applications in our Resource Bank: Shelley McTigue and Karen Evans. Council is asked to appoint three citizens to this board. Councilman Merideth motioned to reappoint Greg Colwick, Libby Caskey and Trevor Miller to the Library Board. The motion was seconded by Councilman Teachout and the following vote recorded:

Sparks Aye, Merideth Aye, Self Aye, Baker Aye, Teachout Aye, Williams Aye, and Turnbow Aye, thereby being passed.

Authorization to Purchase Confined Space Equipment

Sikeston Department of Public Safety was awarded the FY20 Region Homeland Security Oversight Committee Grant in the amount of \$26,430.67. Two projects quoted on the grant application were upgrading the air monitoring systems and upgrading the current confine air space rescue equipment. Total cost for both projects is \$22,768.86. This is a 100% funded grant and will not require a match from the City of Sikeston. Councilman Sparks moved for authorization to purchase upgraded air monitoring systems and confine air space rescue equipment in the amount of \$22,768.86, utilizing the Region Homeland Security Oversight Committee Grant. The motion was seconded by Councilman Self and the following vote recorded:

Sparks Aye, Merideth Aye, Self Aye, Baker Aye, Teachout Aye, Williams Aye, and Turnbow Aye, thereby being passed.

Award Bid 21-34, Pest Control Services

Bids for Pest Control Services was opened on Monday, April 26, 2021. One bid from Terminix was received in the amount of \$5,964.00 annually with an option to extend services to a 2-year contract for the same annual pricing. This contract includes all Municipal Buildings, Fire Stations, Airport, Public Works Complex, VFW Ballpark, Recreational Complex, May Lou Montgomery Park, Rotary Park, Dudley Park, Lincoln Memorial Park and Roberta Rowe Park. Terminix currently holds the contract for this service. Councilman Self moved to award Bid 21-34 for pest control services in the amount of \$5,964.00 to Terminix with a 2-year contract. . The motion was seconded by Councilman Sparks and the following vote recorded:

Sparks Aye, Merideth Aye, Self Aye, Baker Aye, Teachout Aye, Williams Aye, and Turnbow Aye, thereby being passed.

Award Bid 21-33, HVAC Units

Bids for 3 HVAC Units were opened on Monday, April 26, 2021. One bid from Marty Presley's Heating and Cooling was received in the amount of \$25,430.00. This price includes a Carrier 10-ton commercial packaged air-handling unit with control system and a Carrier 10-ton air-cooled condensing unit (\$12,976.00) for the second floor of City Hall (Planning/Code area); a Carrier 5-ton commercial packaged air-handling unit with control system and a Carrier 5-ton air-cooled condensing unit (\$5,574.00) (Municipal Court Bldg); and a Carrier 3-ton commercial packaged air-handling unit with control system and a Carrier 3-ton air-cooled condensing unit (\$6,880.00) for the IT area of the second floor of City Hall.

Councilman Sparks moved to award Bid 21-33, HVAC Units, to Marty Presley's Heating & Cooling in the amount of \$25,430. The motion was seconded by Councilman Baker and the following vote recorded:

Sparks Aye, Merideth Aye, Self Aye, Baker Aye, Teachout Aye, Williams Aye, and Turnbow Aye, thereby being passed.

Award Bid 21-39, City Hall Tuckpointing

Bids for Tuckpointing at City Hall were opened Friday, April 30, 2021. One bid from Tom's Tuckpointing from Corning, Arkansas was received in the amount of \$33,774.00. This price includes tuckpointing the north and west brick walls of City Hall and painting the areas that require new paint. Work will start as soon as a color is selected; City will provide the paint. Councilman Self moved to award Bid 21-39, City Hall Tuckpointing, to Tom's Tuckpointing in the amount of \$33,774.00. The motion was seconded by Councilman Merideth and the following vote recorded:

Sparks Aye, Merideth Aye, Self Aye, Baker Aye, Teachout Aye, Williams Aye, and Turnbow Aye, thereby being passed.

Award RFP 21-09, City Hall Elevator Modernization

Staff issued a Request for Proposals with proposals being submitted by November 24, 2020. Proposals were received from two companies: Thyssenkrupp and Schindler. Our current vendor for City Hall is Thyssenkrupp. Our current vendor for the elevator at DPS HQ is Schindler. The original proposals had the following proposed costs:

Thyssenkrupp (Now TKE or TK Elevator) - \$74,456.00

Schindler – Base Cost of \$91,012.00 with a Cab Upgrade Additional Cost of \$22,280 for a grand total of \$113,292.

Because of these spread in costs, we decided to investigate the scope of work. We learned from TKE that their proposal did not include cab upgrades because of weight limitations per their ASCE codes. Schindler, however, was comfortable including the upgrades. After numerous conversations back and forth between the two vendors, we resolved that both proposals could not be acceptable.

We then decided to ask an architect for assistance. We engaged Rob Murphy who contacted both companies and worked with them to find a common ground on scope. After numerous back-and-forth conversations, TKE has submitted a revised Modernization Proposal along with an additional Repair Order for some of the Cab Upgrades we desired. The new Proposal included a price of \$69,765.00 with an additional Repair Order of \$5,782 for a new total of \$75,547. We will still need to purchase a few materials not included in this proposal for an approximate cost of \$1,000, but overall, this comes in well under budget.

Schindler, after speaking with Mr. Murphy, did not respond with a revised proposal. Staff is recommending proceeding with approval of the revised proposal from TKE Elevator for \$69,765 plus the additional Repair Order of \$5,782 for a total of \$75,547.

Councilman Sparks moved to award RFP 21-09, City Hall Elevator Modernization, to Thyssenkrupp (TKE Elevator) in the amount of \$75,547. The motion was seconded by Councilman Teachout and the following vote recorded:

Sparks Aye, Merideth Aye, Self Aye, Baker Aye, Teachout Aye,
Williams Aye, and Turnbow Aye, thereby being passed.

Other Items

Several citizens were on hand to ask about park upgrades at Roberta Rowe, Clayton Park and John Dancler Ballfield. One citizen also requested benches to be placed around the walking trail at Lincoln Park and the addition of more pavilions.

Citizens also asked about the \$2.9 million the city is tentatively scheduled to receive as part of the American Rescue Plan and how it will be spent.

ADJOURNMENT

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

Sparks Aye, Merideth Aye, Self Aye, Baker Aye, Teachout Aye,
Williams Aye, and Turnbow Aye, thereby being passed.

APPROVED:

GREG TURNBOW, MAYOR

ATTEST:

RHONDA COUNCIL, CITY CLERK

SEAL:

REGULAR CITY COUNCIL MEETING
MAY 24, 2021

The regular Sikeston City Council meeting of May 24, 2021 was called to order at 5:00 p.m. at City Hall located at 105 E. Center St., Sikeston. Present at the meeting were: Mayor Greg Turnbow, Brian Self, Brandon Sparks, Ryan Merideth, David Teachout and Vest Baker. Councilwoman Onethia Williams arrived at 5:30 p.m. Staff in attendance were: City Manager Jonathan Douglass, City Counselor Tabatha Thurman, City Clerk Rhonda Council, Finance Director Karen Bailey, HR Director Amanda Groves, Public Works Director Jay Lancaster, Street Superintendent Brian Dial, Parks Director Dustin Care, Public Safety Director James McMillen, Community Development Director Lorenzo Ware, Captains Derrick Wheatley and Ryan Smith.

PUBLIC HEARING – FY22 BUDGET HEARING

Councilman Self motioned to begin the Public Hearing to discuss the FY22 Budget Hearing. The motion was seconded by Councilman Teachout and the following vote recorded:

Sparks Absent, Merideth Absent, Self Aye, Williams Absent, Baker Aye,
Teachout Aye, and Turnbow Aye, thereby being passed.

City Manager Jonathan Douglass presented a second draft of the FY22 budget, with this one including the addition of an additional worker in the Building Maintenance Department.

Councilman Self asked about having a study session before the next Council meeting to discussion the addition of other items in the FY22 budget. This includes the addition of a splash pad in Lincoln Park.

No remarks were heard from the public.

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

Sparks Absent, Merideth Absent, Self Aye, Williams Absent, Baker Aye,
Teachout Aye, and Turnbow Aye, thereby being passed.

ITEMS OF BUSINESS

1st Reading, Bill #6225, Budget Amendment

Councilman Teachout moved for the first reading of Bill Number 6225. The motion was seconded by Councilman Baker and the following vote recorded:

Sparks Absent, Merideth Absent, Self Aye, Williams Absent, Baker Aye,
Teachout Aye, and Turnbow Aye, thereby being passed.

City Counselor Thurman presented the bill for reading. This bill as adopted shall become an emergency ordinance number 6225, and shall amend ordinance number 6143, the FY21 budget.

1st Reading, Bill #6223, FY22 Budget Ordinance

Councilman Self moved for the first reading of Bill Number 6223. The motion was seconded by Councilman Teachout and the following vote recorded:

Sparks Absent, Merideth Absent, Self Aye, Williams Absent, Baker Aye, Teachout Aye, and Turnbow Aye, thereby being passed.

City Counselor Thurman presented the bill for reading. This bill as adopted shall become emergency ordinance number 6223 and shall be referred to as "The FY-2022 Budget" (July 1, 2021 through June 30, 2022), it shall repeal Ordinance 6191, being the "FY-2021 Budget" and all amendments thereto, it shall provide for the appropriation of monies and administration of expenditures of monies received by the City of Sikeston in accordance with the ordinance.

The following significant changes have been made, or additional information is provided, since the budget was presented at the May 3 City Council meeting.

- **Additional skilled worker in Parks.** Further review of the budget found mowing equipment that had been budgeted in two places, and elimination of one of those lines plus modest trimming of a few other Parks items allowed enough money in the Park Fund to be budgeted for one additional skilled worker position.
- **Benches at Lincoln Park.** At the May 3 Council meeting a member of the public requested benches be installed around the walking track at Lincoln Park. The Park Department reviewed the current year budget and outstanding purchases and determined that additional benches could be purchased from current year funds. Staff has placed an order for 4 benches for the Lincoln Park walking track, 2 for the Roberta Rowe walking trail or playground areas, and 2 for Clayton Park.
- **Dansler Field.** At the last Council meeting it was asked what new lights for Dansler Field would cost. Unfortunately, our lighting vendor has not been able to provide us with an updated estimate yet, but based on the best information we know, the estimate to update the lighting and make other needed improvements at the field would be as follows:

\$10,000	Dirt work (50 tons of material in addition to the 20 tons we already have)
\$38,700	Backstop and fencing
\$1,000	Fertilizer and chemicals
\$1,000	Dugout roofs
\$0	Parking lot chat
<u>\$250,000</u>	Lights (could be reduced to \$200,000 if field is shrunk to youth size)
<u>\$300,700</u>	TOTAL

If the City Council desires to proceed with improvements to Dansler Field, there are several options which could be considered. Council could identify a commensurate amount of cuts to the budget (Capital Improvement Fund, Park Fund, or General Fund) to afford the improvements within current proposed spending limits. Improvements could be spread out over several years, although the biggest portion of the expense is the lights, which should probably be done all at once. City Council could also spend down some fund balance for the improvements. The General Fund balance is projected to be at 58% at the end of FY22. If all \$300,000 in Dansler Field improvements were made from the General Fund balance, it would be brought down to 55%, significantly lower but still above the fund balance policy minimum of 25%.

- **HVAC Replacements at DPS Headquarters.** After the May 3 Council meeting, a Council member asked about budgeted HVAC replacements at DPS headquarters, since the building is relatively new. Our HVAC contractor reports that the rooftop units do tend to suffer more wear and tear than ground units, and he does expect a shorter lifespan on rooftop units. For the last several years we have budgeted \$27,000 for routine maintenance at the DPS headquarters. This also may seem high for a relatively new building, but to put it in perspective, the building cost \$5.6 million to build, which means that the routine maintenance costs have

been equivalent to spending \$964 a year on a \$200,000 house. In FY21 and FY22 we budgeted an additional \$25,000 each year for HVAC replacements, bringing the total budgeted each year to the equivalent of spending \$1,857 on a \$200,000 house.

- **American Rescue Plan Act Funds.** The City expects to receive \$2.95 million in American Rescue Plan Act funds. These funds are going to be released in two tranches, but the City has not yet received any funds. The 151 page "Interim Rule" from the Treasury Department has been released, with a Final Rule expected to be released after a public comment period. Staff is analyzing the rule and we suggest a City Council meeting discussion in June or July regarding the use of the funds.
- **Municipal Court.** The Council has had some discussion of the possibility of moving municipal court cases to the county circuit courts. This will save the taxpayers of Sikeston approximately \$160,000/yr, is not expected to unduly burden public safety officers in terms of travel time for court appearances, and most court watchers believe that the intentions of the State of Missouri are to compel all smaller municipal courts to dissolve and send cases to the circuit courts within the next few years anyway. This is systematically being accomplished through legislative limits on the effectiveness and power of municipal courts, and new unfunded mandates every year.

1st Reading, Bill #6222, FY22 Staffing and Compensation Ordinance

Councilman Teachout moved for the first reading of Bill Number 6222. The motion was seconded by Councilman Baker and the following vote recorded:

Sparks Absent, Merideth Absent, Self Aye, Williams Absent, Baker Aye,
Teachout Aye, and Turnbow Aye, thereby being passed.

City Counselor Thurman presented the bill for reading. This bill as adopted shall become emergency ordinance number 6222 and shall repeal ordinance number 6190 being the FY-22 Compensation Plan and Employee Staffing Level Authorization, and all amendments thereto; and shall establish the Employee Compensation Plan and Staffing Levels, and the administration thereof for fiscal year 2022 (July 1, 2021 through June 30, 2022).

Staffing for FY2022 will consist of 128 full time employees, 16 part-time and 32 seasonal.

Changes to the staffing ordinance include:

- The Collector has had a fulltime contractual employee for numerous years. This was reclassified to a full-time employee to improve turnover for the position.
- Three seasonal mowers have been assigned to the Community Development Department for seasonal mowing. In prior years, only two positions were utilized. The third position was transferred to the Street Division in Public Works.
- Additional seasonal workers were added for concessions due to tournaments.
- A \$2,000 increase was given to fulltime employees.
- Entry level pay for communications officers increased an additional \$1/hour to improve retention and attract applicants.
- A skilled worker was added to Street Division and Park Division.
- A maintenance position was added to assist the Building Maintenance Supervisor

Councilwoman Williams arrived at 5:30 p.m.

Resolution 21-05-01, Surplus Old SCBA Air Packs

A RESOLUTION OF THE CITY OF SKESTON, MISSOURI DECLARING CERTAIN EQUIPMENT, VEHICLES AND ITEMS IN THE CITY'S INVENTORY TO BE SURPLUS PROPERTY AND AUTHORIZING ITS DISPOSAL.

MAY 24, 2021

WHEREAS, Certain equipment, vehicles and items in the City's inventory, due to its age or state of disrepair can no longer adequately perform the day-to-day operations of the City; and

WHEREAS, the City of Sikeston seeks to remove such items from its inventories to maximize operations, and while providing a safe and efficient environment for its employees.

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

The item enumerated below are hereby declared surplus and the City Manager is directed to proceed with the removal of this item from City inventories by sale at public auction, sale by sealed bid, or when the item is no longer usable, by disposal.

Items:

1. Old SCBA Airpacks-29
2. 60 Old air cylinders

Councilwoman Self moved to adopt Resolution 21-05-01. The motion was seconded by Councilman Baker and the following vote recorded:

Sparks Absent, Merideth Absent, Self Aye, Williams Aye, Baker Aye, Teachout Aye, and Turnbow Aye, thereby being passed.

Authorization to Purchase Used Work Truck for Parks Department

During department evaluations, it was determined that Parks Department was short two vehicles to accommodate staff. A new vehicle is included in next year's budget, but one is needed for this summer. Because of underspending in several areas this year, these savings could fund this one-time purchase of a new or used $\frac{3}{4}$ ton truck for Parks Department in an amount not to exceed \$28,000.

Councilman Self moved to authorize the purchase of a work truck for Parks Department in an amount not to exceed \$28,000. Councilwoman Williams seconded the motion and the following roll call vote was recorded:

Sparks Absent, Merideth Absent, Self Aye, Williams Aye, Baker Aye, Teachout Aye, and Turnbow Aye, thereby being passed.

Approval of Engineering Services Contract for Project Armor

Authorization is needed to execute the agreement with Waters Engineering for the design and inspection of improvements related to street, water, sewer and stormsewer improvements inside the new industrial park. Funding for engineering will be provided by DRA with a match from the city.

Councilman Self moved to authorize the execution of the engineering services contract with Waters Engineering for improvements inside the new industrial park. The motion was seconded by Councilman Teachout and the following roll call vote was recorded:

Sparks Absent, Merideth Absent, Self Aye, Williams Aye, Baker Aye, Teachout Aye, and Turnbow Aye, thereby being passed.

1st & 2nd Reading, Emergency Bill #6227, Authorization to Execute Agreement with MoDOT for Governor Cost Share Project

Councilman Teachout moved for the first reading of Bill Number 6227. The motion was seconded by Councilman Self and the following roll call vote was recorded:

Sparks Absent, Merideth Absent, Self Aye, Williams Aye, Baker Aye, Teachout Aye, and Turnbow Aye, thereby being passed.

Counselor Thurman presented the bill for reading. This bill as approved shall become emergency ordinance number 6227 authorizing the Mayor to execute a program agreement between the City of Sikeston, Missouri and the Missouri Highways and Transportation Commission for the Governor's Cost Share Agreement.

This ordinance covers the Governor's Cost Share Agreements for Phase IV of Project Armor and will authorize the Mayor to sign the project agreements with Missouri Highway & Transportation Commission for the construction of a new overpass and connecting roadways on Highway 61. This will be Phase IV of Project Armor with an expected completion date in May 2023.

Councilman Self moved for the second reading of Bill Number 6277. The motion was seconded by Councilman Teachout and the following vote recorded:

Sparks Absent, Merideth Absent, Self Aye, Williams Aye, Baker Aye, Teachout Aye, and Turnbow Aye, thereby being passed.

Counselor Thurman presented the bill for a second reading.

Bill No.6227

Ordinance No. 6227

THIS BILL AS APPROVED SHALL BECOME EMERGENCY ORDINANCE NUMBER 6227 AUTHORIZING THE MAYOR TO EXECUTE A PROGRAM AGREEMENT BETWEEN THE CITY OF SIKESTON, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR THE GOVERNOR'S COST SHARE AGREEMENTS.

THEREFORE, 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: That the Agreement set forth on "Exhibit A" set forth the various responsibilities and liabilities of the parties regarding the Program Agreements with the understanding that such funds to be expended for road and bridge improvement projects.

SECTION III: The Mayor and such other officials as may be necessary are hereby authorized, empowered and directed to execute any documents necessary and proper to effectuate the same and specifically "Exhibit A" which is attached hereto and incorporated by reference.

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

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

SECTION VI: Emergency Clause. This Ordinance is adopted as an emergency measure to comply with Missouri Highways and Transportation Commission requirements.

SECTION VII: Record of Passage:

- A. Bill Number 6227 was introduced and read the first time this 24th day of May 2021.
- B. Bill Number 6227 was read the second time and discussed on this 24th day of May 2021. Following discussion, Councilman Self moved to approve Bill Number 6227. The motion was seconded by Councilman Teachout, discussed and the following roll call vote was recorded:

Sparks Absent, Merideth Absent, Self Aye, Williams Aye, Baker Aye,
Teachout Aye, and Turnbow Aye, thereby being passed.

- C. Upon passage by a majority of the Council, this Bill shall become Ordinance 6227 and shall be in full force and effect.

1st & 2nd Reading, Emergency Bill #6228, Cost Share

Councilman Self moved for the first reading of Bill Number 6228. The motion was seconded by Councilman Baker and the following roll call vote was recorded:

Sparks Absent, Merideth Absent, Self Aye, Williams Aye, Baker Aye,
Teachout Aye, and Turnbow Aye, thereby being passed.

Counselor Thurman presented the bill for reading. This bill as approved shall become emergency ordinance number 6228 authorizing the Mayor to execute a program agreement between the City of Sikeston, Missouri and the Missouri Highways and Transportation Commission for the cost share agreement.

Councilman Teachout moved for the second reading of Bill Number 6278. The motion was seconded by Councilman Self and the following vote recorded:

Sparks Absent, Merideth Absent, Self Aye, Williams Aye, Baker Aye,
Teachout Aye, and Turnbow Aye, thereby being passed.

This bill authorizes the execution of the cost share agreements with Missouri Highway and Transportation Commission for the widening of and installation of traffic signal on Highway 61. This will be Phase II of Project Armor, with an expected completion date in October 2022.

Counselor Thurman presented the bill for a second reading.

Bill No.6228

Ordinance No. 6228

THIS BILL AS APPROVED SHALL BECOME EMERGENCY ORDINANCE NUMBER 6228 AUTHORIZING THE MAYOR TO EXECUTE A PROGRAM AGREEMENT BETWEEN THE CITY OF SIKESTON, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR THE COST SHARE AGREEMENT.

THEREFORE, 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: That the Agreement set forth on "Exhibit A" set forth the various responsibilities and liabilities of the parties regarding the Program Agreements with the understanding that such funds to be expended for road and bridge improvement projects.

SECTION III: The Mayor and such other officials as may be necessary are hereby authorized, empowered and directed to execute any documents necessary and proper to effectuate the same and specifically "Exhibit A" which is attached hereto and incorporated by reference.

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

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

SECTION VI: Emergency Clause. This Ordinance is adopted as an emergency measure to comply with Missouri Highways and Transportation Commission requirements.

SECTION VII: Record of Passage:

- A. Bill Number 6228 was introduced and read the first time this 24th day of May 2021.
- B. Bill Number 6228 was read the second time and discussed on this 24th day of May 2021. Following discussion, Councilman Self moved to approve Bill Number 6228. The motion was seconded by Councilman Williams, discussed and the following roll call vote was recorded:

Sparks Absent, Merideth Absent, Self Aye, Williams Aye, Baker Aye,
Teachout Aye, and Turnbow Aye, thereby being passed.

- C. Upon passage by a majority of the Council, this Bill shall become Ordinance 6228 and shall be in full force and effect.

Other Items:

- A. Discussion of including in future budget plans the installation of a splash pad at Lincoln Park.
- B. Schedule a Council study session to discuss future budget items.
- C. Complaint from citizens who reside in the North Ranney/Lake Street area of ongoing issues (unkept property, etc.) in their neighborhood.

ADJOURNMENT

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

Sparks Absent, Merideth Absent, Self Aye, Williams Aye, Baker Aye,
Teachout Aye, and Turnbow Aye, thereby being passed.

APPROVED:

GREG TURNBOW, MAYOR

ATTEST:

RHONDA COUNCIL, CITY CLERK

SEAL:

Council Letter

Date of Meeting: 21-06-07

Originating Department: Governmental Services

To the Mayor and City Council:

Subject: Amendment of the FY21 Budget Ordinance

Attachment(s):

1. Ordinance 6225
2. Line-item analysis

Action Options:

1. Conduct the second reading and approval of Bill Number 6225
2. Other action Council may deem appropriate

Background:

Bill Number 6225 amends the original FY21 budget to reflect material appropriations as a result of activities since its original adoption in June 2020. It should be noted the majority of journal entries falls into three categories: staff shortage, Covid-19 and accounting basis change.

Even though we were reimbursed for our Covid-19 expenditures with Cares Act Funds, we needed to record the expenditures as an approved budget item. We had a total of \$315,946.77 in Covid -19 expenditures. We received \$418,001.86 from Scott and New Madrid Counties in Cares Act Funds.

DPS has been short staffed in Patrol and Communications, therefore staff worked more overtime to cover those shortages. This also impacted Fire Division as some of those employees would occasionally work extra shifts in Patrol.

The change in our accounting system required some expenditures from June 2020 to be accrued to FY21. A few major projects were completed (or paid for) in that time period and even though we actually did not incur any impact to cash, the expense has to be recorded.

DPS received a Next Generation 911 Grant for \$178,640. We expect to be reimbursed by the grant this fiscal year, but the expenditure needed to be included in the amendment.

Lastly, we transferred \$763,796 from the Capital Improvement Sales Tax Fund to the Transportation Sales Tax Fund to purchase Highway 60 right-of-way. It is comparable to taking money out of one pocket and transferring it to another pocket. You do not have any more or less money, but the entry is large and warranted an explanation.

THIS BILL AS ADOPTED SHALL BECOME AN EMERGENCY ORDINANCE NUMBER 6225, AND SHALL AMEND ORDINANCE NUMBER 6143, THE FY-21 BUDGET.

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

SECTION I: General

A. Codification:

1. This ordinance shall not be codified as part of the SIKESTON MUNICIPAL CODE.
2. Ordinance Number 6197 is hereby amended to read as follows:

SECTION II: Appropriations

- A. General Fund 0010: The sum of \$11,540,793.58 is hereby appropriated out of revenues accruing to the City, transfers from other funds and fund balance, for the payment of operating and capital expenses, for designated governmental services.
- B. Drug Seizure Fund 0016: The sum of \$15,995 is hereby appropriated out of drug seizure proceeds accruing to the City and available fund balance, to provide financial support for law enforcement activities as authorized by the Department of Justice.
- C. Sales Tax 0025: The sum of \$3,172,840 is hereby appropriated out of Sales Tax Revenue accruing to the CITY and available Fund balance, for payment of operating and capital expenditures for designated governmental functions, in accordance with the provisions of the Sales Tax Ordinance Number 3798.
- D. Essex Fund 0031: The sum of \$22,000 is hereby appropriated out of revenues accruing to the City, available fund balances, and transfers from other funds for the purpose of maintaining the Essex building, and other economic development functions.
- E. Park Fund 0040: The sum of \$899,337.23 is hereby appropriated out of revenues accruing to the Park Fund, transfers from other funds, and available Fund balance, for the payment of operating and capital expenses designated for public park functions.
- F. Tourism Tax Fund 0065: The sum of \$135,500 is hereby appropriated out of revenues accruing to the Tourism Tax Fund, transfers from other funds, and available Fund balance, for the payment of operating and capital expenses designated for tourism promotion and marketing functions.
- G. E911 Fund (0070): The sum of \$869,638 is hereby appropriated out of revenues accruing to the City, transfers from other Funds and Fund balance, for the payment or expenses related to E-911 operations.
- H. Capital Improvement Sales Tax Fund 075: The sum of \$2,785,128 is hereby appropriated out of revenues accruing to the City, transfers from other funds, and available Fund balance, for the payment of expenses resulting from designated capital items.
- I. 60/61 TIF District Fund 0090: The sum of \$117,000.00 is hereby appropriated out of revenues accruing to the City, transfers from other funds and fund balance, for the payment of TIF Notes.
- J. 60 West TIF District Fund 0091: The sum of \$224,000.00 is hereby appropriated out of revenues accruing to the City, transfers from other funds and Fund balance, for the payment of Public Improvements.

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

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

SECTION V: Record of Passage:

- A. Bill Number 6225 was introduced to Council and read the first time this 24th day of May 2021.

- B. Bill Number 6225 was read the second time this 7th day of June 2020, discussed and was voted as follows:

Baker _____, Merideth _____, Self _____, Sparks _____,

Teachout _____, Williams _____, and Turnbow _____,

thereby being _____,

becoming Ordinance 6225.

- C. Upon passage by a majority of the Council, this Bill shall become Ordinance 6225 and shall be in full force and effect.

Greg Turnbow, Mayor

Approved as to Form
Tabatha Thurman, City Counselor

SEAL/ATTEST:

Rhonda Council, City Clerk

FUND	ORG	OBJECT ACCT DESCRIPTION	FROM	TO	VARIANCE
GENERAL REVENUE (FUND 0010)					
1010552	5239	DRUG TESTING (DOT)	2,000.00	3,113.00	1,113.00
1010554	5322	PROPERTY DEMOLITION	30,000.00	70,000.00	40,000.00
1010554	5309	LITIGATION FEES	-	6,295.00	6,295.00
1010556	5358	BUILDING MAINTENANCE	48,575.00	62,000.00	13,425.00
1010556	5369	COVID-19	-	60,032.00	60,032.00
1010556	5409	FUEL DEPOT MAINT	21,300.00	31,300.00	10,000.00
1014550	5201	SALARIES & WAGES	163,767.00	172,000.00	8,233.00
1014554	5333	CELLULAR SERVICE	1,000.00	2,700.00	1,700.00
1020550	5213	FICA	7,208.00	10,500.00	3,292.00
1020550	5215	LAGERS	6,286.00	7,800.00	1,514.00
1020554	5333	CELLULAR SERVICE	885.00	1,300.00	415.00
1022556	5351	OFFICE MACHINE MAINT.	5,000.00	8,050.00	3,050.00
1024550	5201	SALARIES & WAGES	82,056.00	95,500.00	13,444.00
1024550	5203	OVERTIME	-	1,310.00	1,310.00
1024550	5213	FICA	6,081.00	8,450.00	2,369.00
1024556	5460	POSTAGE	9,500.00	11,750.00	2,250.00
1026556	5390	FUEL LUBE & COOLANT	-	2,200.00	2,200.00
1030550	5201	SALARIES & WAGES	475,732.00	484,500.00	8,768.00
1030550	5207	INCENTIVES	-	5,000.00	5,000.00
1030550	5213	FICA	35,550.00	37,550.00	2,000.00
1030550	5215	RETIREMENT	42,023.00	45,660.00	3,637.00
1030552	5245	EMPLOYMENT SCREENING FEES	-	4,000.00	4,000.00
1030554	5333	CELLULAR SERVICE	18,000.00	19,375.00	1,375.00
1030554	5495	EMW-2019-000039-13 COMMAND T	-	9,000.00	9,000.00
1030556	5362	JANITORIAL SUPPLIES	5,000.00	8,000.00	3,000.00
1030556	5369	COVID-19	-	254,001.00	254,001.00
1030556	5441	ACADEMY TRAINING	11,000.00	78,200.00	67,200.00
1032550	5203	OVERTIME	130,000.00	210,000.00	80,000.00
1032550	5207	INCENTIVES	-	9,000.00	9,000.00
1032550	5245	EMPLOYMENT SCREENING FEES	5,000.00	26,300.00	21,300.00
1034550	5203	OVERTIME	160,000.00	231,000.00	71,000.00
1034554	5240	HOMELAND SECURITY EXPENSE	-	8,825.00	8,825.00
1040550	5209	ALLOWANCES	-	1,410.00	1,410.00
1040554	5333	CELLULAR SERVICE	6,600.00	8,790.00	2,190.00
1040556	5369	COVID-19	-	1,433.00	1,433.00
1040556	5418	GIS MAINTENANCE	1,500.00	4,300.00	2,800.00
1042556	5366	CHEMICALS-GROUNDS & STREET	15,000.00	20,000.00	5,000.00
1043550	5201	SALARIES & WAGES	95,945.00	99,000.00	3,055.00
1043556	5362	JANITORIAL SUPPLIES	1,000.00	2,000.00	1,000.00
1046550	5201	SALARIES & WAGES	87,425.00	111,300.00	23,875.00
1046556	5358	BUILDING MAINTENANCE	500.00	36,100.00	35,600.00
		TOTAL GENERAL FUND			795,111.00
		ORIGINAL APPROPRIATION			11,454,627.22
		AMMENDED APPROPRIATION			12,249,738.22
		LESS CARES ACT REIMBURSEMENTS			408,944.64
		EXCESS USE TAX			300,000.00
		NET			11,540,793.58

FUND	ORG	OBJECT ACCT DESCRIPTION	FROM	TO	VARIANCE
DRUG SEIZURE FUND (0016)					
	1632556	5380 INVESTIGATORY RESOURCES	-	6,990.00	6,990.00
	1632556	5452 PER DIEM	-	67.00	67.00
	1632558	5630 EQUIPMENT	-	8,938.00	8,938.00
					15,995.00
SALES TAX FUND (0020)					
	2000554	5257 MALCO EATS	6,000.00	7,615.00	1,615.00
	2000554	5346 E.A.T.S. MAIN & MALONE TIF	26,500.00	33,068.00	6,568.00
	2000554	5349 E.A.T.S. 60/61 - COLTONS	7,800.00	8,931.00	1,131.00
		TOTAL SALES TAX FUND			9,314.00
		ORIGINAL APPROPRIATION			3,163,526.00
		AMMENDEED APPROPRIATION			3,172,840.00
ESSEX FUND (0031)					
	3115556	5358 BUILDING MAINTENANCE	10,000.00	22,000.00	12,000.00
		TOTAL ESSEX FUND			12,000.00
		ORIGINAL APPROPRIATION			10,000.00
		AMMENDEED APPROPRIATION			22,000.00
PARK FUND (0045)					
	4047554	5302 MOWING AND LANDSCAPING	53,634.00	59,845.00	6,211.00
	4047554	5339 OTHER CONTRACTUAL SERVICES	5,000.00	31,945.00	26,945.00
	4047556	5392 VEHICLE MAINTENANCE	4,000.00	14,185.00	10,185.00
	4047556	5360 GROUNDS MAINTENANCE	35,000.00	41,115.00	6,115.00
	4047556	5416 EQUIPMENT MAINTENANCE	6,000.00	14,900.00	8,900.00
	4047556	5416 EQUIPMENT MAINTENANCE	6,000.00	14,900.00	8,900.00
	4048556	5427 CONCESSION STAND SUPPLIES	24,500.00	35,700.00	11,200.00
		TOTAL PARK FUND			78,456.00
		ORIGINAL APPROPRIATION			820,881.23
		AMMENDEED APPROPRIATION			899,337.23
TOURISM TAX FUND (0065)					
	6587562	5889 TRANSFER TO CHAMBER CVB	120,442.00	135,500.00	15,058.00
		TOTAL TOURISM TAX FUND			15,058.00
		ORIGINAL APPROPRIATION			120,442.00
		AMMENDEED APPROPRIATION			135,500.00
E911 FUND (0070)					
	7030558	5672 NEXT GENERATION 911 GRANT	0.00	178,640.00	178,640.00
		TOTAL E911 FUND			178,640.00
		ORIGINAL APPROPRIATION			690,998.00
		AMMENDEED APPROPRIATION			869,638.00

FUND	ORG	OBJECT ACCT DESCRIPTION	FROM	TO	VARIANCE
CAPITAL IMPROVEMENT SALES TAX FUND (0075)					
	7510558 5690	COMPUTERS & EQUIPMENT	1,500.00	48,600.00	47,100.00
	7510558 5702	BUILDING RENOVATION	33,000.00	62,715.00	29,715.00
	7532558 5639	EMW-2020-SS-00051-12 MBL COMMA	0.00	66,207.00	66,207.00
	7534558 5635	VEHICLE MAINTENANCE	50,000.00	130,127.00	80,127.00
	7542558 5648	MOWING EQUIPMENT:TRACTORS	120000.00	144,631.00	24,631.00
	7547558 5624	SCOREBOARDS	0.00	7,186.00	7,186.00
	7547558 5727	IRRIGATION	0.00	37,637.00	37,637.00
	7547558 5755	SHELTERS TABLES BLEACHERS	20,000.00	33,000.00	13,000.00
	7587562 5874	TRANSFER TO TRANS SALES TAX	0.00	763,796.00	763,796.00
		TOTAL CAPITAL IMPROVEMENT SALES TAX FUND			1,069,399.00
		ORIGINAL APPROPRIATION			1,715,729.00
		AMMENDED APPROPRIATION			2,785,128.00
60/61 TIF FUND (0090)					
	9010554 5253	COLTONS REIMBURSEMENT	60,000.00	65,500.00	5,500.00
	9010554 5254	HOLIDAY INN REIMBURSEMENT	53,000.00	53,232.00	232.00
		TOTAL 60/61 TIF FUND			5,732.00
		ORIGINAL APPROPRIATION			113,000.00
		AMMENDED APPROPRIATION			118,732.00
60 WEST TIF (0091)					
	9101554 5258	RPA-1 MALCO DEVELOPER REIMBURS	67,600.00	79,500.00	11,900.00
	9101554 5260	WATAMI REIMBURSEMENT	13,000.00	40,076.00	27,076.00
		TOTAL 60 WEST TIF FUND			38,976.00
		ORIGINAL APPROPRIATION			221,600.00
		AMMENDED APPROPRIATION			260,576.00

Council Letter

Date of Meeting: June 7, 2021

Originating Department: City Manager

To the Mayor and City Council:

Subject: Fiscal Year 2022 Budget

Attachment(s):

1. Bill Number 6223
2. Budget Transmittal Letter
3. FY2022 Budget

Action Options:

1. Conduct second reading and adopt Bill Number 6223
2. Other Action Council May Deem Necessary

Background

City staff requests that Council conduct second reading of, and adopt, Emergency Bill #6223, appropriating by fund the Fiscal Year 2022 (FY22) Budget. It is presented as an emergency bill in order to make the effective date the beginning of the new fiscal year. Since the May 24 Council meeting and the June 1 study session, the following changes have been made to the budget:

- ***Dansler Field Improvements.*** Up to \$305,700 is budgeted to replace the fencing, backstop, and lights, to make other miscellaneous improvements, and to expand the parking lot across the street.
- ***Lincoln Park Fountain/Splash Pad.*** Up to \$135,000 is budgeted to purchase and install a fountain or splash pad for Lincoln Park. This budget includes installation by a contractor rather than city staff.

Due to conservative budgeting and unexpectedly robust sales and use tax revenues during the COVID-19 pandemic, the General Fund balance grew considerably in FY21. Even after spending it down for these two projects, the General Fund balance will be at 53% of revenues, significantly higher than the 25% required by city policy.



**Budget Transmittal Message
Fiscal Year 2022 (FY22)**

To the Mayor and City Council,

In accordance with the Sikeston City Charter, the City's proposed budget for Fiscal Year 2022 (July 1, 2021 through June 30, 2022) is hereby submitted. The City was extremely conservative in last year's budget given uncertainties around the COVID-19 pandemic and what effect it would have on the City's finances. While most governments predicted and planned for lower revenues due to economic downturns and business closures, many cities, including Sikeston, experienced very strong sales tax collections. The combination of conservative budgeting and higher than expected sales and use tax revenues has put the City of Sikeston in a strong position financially.

This budget contains increases in street maintenance investments, three new positions (a skilled worker in street maintenance, a skilled worker in parks, and a building maintenance person), replacement of a fire station, and employee salary adjustments to improve market competitiveness and respond to minimum wage increases. Historical context, financial policy explanations, and more details on the content of the FY22 Budget may be found in this budget transmittal message.

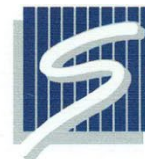
Mission and Vision of the City

Sikeston is organized under Missouri state laws as a Constitutional Charter City, governed by the City Charter adopted by Sikeston voters in 2002. The City provides traditional municipal services including police and fire protection, street and park maintenance, 911 dispatching, storm water management, airport maintenance and operations, economic development, planning and development services, animal control, municipal court, and other associated services. Residential trash service is provided by the City through a contracted vendor. The Sikeston Board of Municipal Utilities is a separate public entity (not covered by this budget) providing electric, water, and sewer services.

The City of Sikeston Long Term Strategic Plan, adopted in 2009 and updated in 2016, identifies four performance areas as key to Sikeston's future: economic development, education, housing, and quality of life. The City Council reviewed and affirmed in 2021 the following goals areas as priorities for the city staff and Council:

- Housing
- Economic Development and Marketing
- Revenue Enhancement and Financial Stewardship
- Quality of Life

Services provided by the City of Sikeston are vital contributors to the goals identified by the Strategic Plan and the City Council.



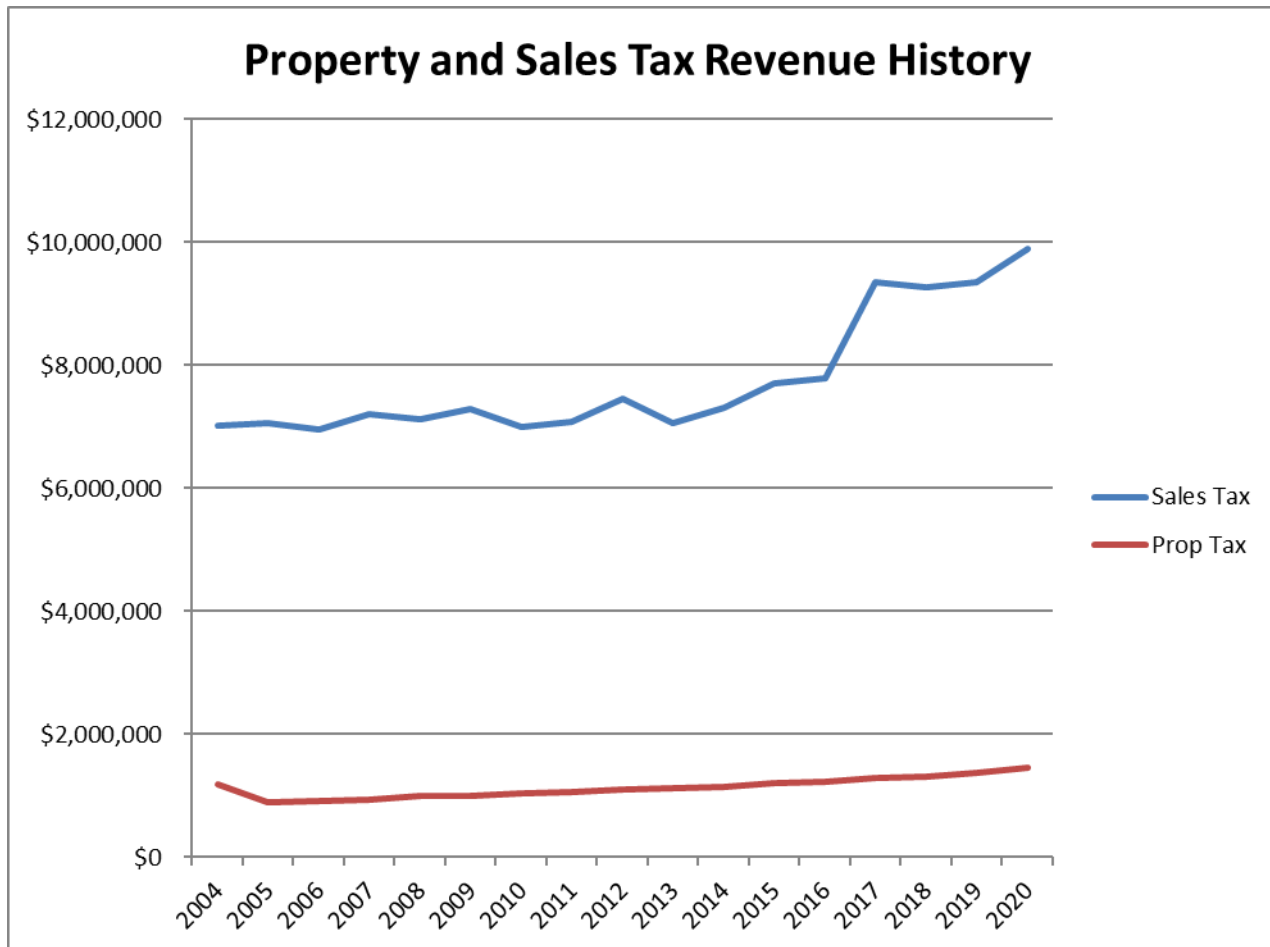
Major Revenue Sources

Property and Sales Tax Trends

The dominant long-term assumption for our budgeting purposes has been flat revenues, but we are hopeful that recent gains will be sustained. As seen in the graph below, property tax and sales tax revenues were relatively flat from 2004 through 2014. After the property tax reduction associated with passage of the one cent sales tax measure in 2004, property tax revenues have grown at a steady but slow rate. Fiscal years 2015 and 2016 saw sustained increases in sales tax revenues, and FY17 reflected the new ½ Cent Capital Improvement Sales Tax. FY18 and FY19 sales tax revenues were flat, followed by a 6% increase in FY20.

FY21 sales tax receipts are projected to end the year 6% higher than FY20, and 11% higher than what was conservatively budgeted for FY21. For FY22, we have budgeted sales tax revenues to match FY20 actual receipts. It is hard to say whether the strong sales tax receipts from FY21, collected during the height of the pandemic, are predictive of what will happen in the coming year, so we are being conservative.

The graph below also illustrates the City's relative dependence on sales taxes vs. property taxes and the importance of growing our sales tax generation. The graph accounts only for the City of Sikeston sales taxes, and does not include the use tax, franchise fees or other taxes that might be grouped with sales taxes.



Property Tax Rate

The precise property tax rate (for real estate and personal property) will be adopted by ordinance by the City Council after going through a process to review compliance with the Missouri Hancock Amendment. First, the Scott County and New Madrid County assessors' offices will determine the

appraised value of property in the city. Commercial, residential, and agricultural properties are then assessed at different percentages of the appraised valuation in order to determine the assessed valuation, and the tax rate is applied to the assessed valuation. After the counties determine the assessed valuation of property within the city, the Missouri State Auditor's Office reviews the valuation and the tax rates for compliance with the Hancock Amendment, which requires that if the assessed valuation of property within the city increases faster than inflation, then the City must reduce its maximum authorized current levy. After the State Auditor's Office review is complete the City Council will adopt the tax rate prior to the statutory deadline of September 1, 2021.

The City of Sikeston's current property tax rate is \$0.7989 per \$100 dollars of assessed valuation (an explanation and example of how that property tax rate would be applied to a residential home will follow). Portions of that rate are designated for certain purposes:

General Fund:	\$0.4171
Public Library Fund:	\$0.2000
Public Parks:	<u>\$0.1818</u>

Total: \$0.7989 per \$100 of assessed valuation

Commercial, residential, and agricultural properties are assessed at different percentages of appraised value:

Commercial:	32%
Residential:	19%
Agricultural:	12%

To estimate the city portion of real estate taxes on a residential property, first determine the assessed valuation of the property by multiplying the appraised value of the home (as determined by the county assessor's office) by 19%:

Appraised value of home =	\$100,000
	X 19%
Assessed valuation =	\$19,000

Then divide the assessed valuation by 100 (because the city tax rate is calculated per 100 dollars of assessed valuation) and multiply by the tax rate of 0.7989.

\$19,000 / 100 = \$190

\$190 x 0.7989 = \$151.80

Appraised Value of Home	Assessed Valuation	Approximate City Real Estate Tax Bill
\$100,000	\$19,000	\$151.80
\$150,000	\$28,500	\$227.69
\$200,000	\$38,000	\$303.58
\$250,000	\$47,500	\$379.48
\$300,000	\$57,000	\$455.37

Property Tax History					
Fiscal Year	Total Assessed Valuation	Total Rate	General Fund	Park Fund	Library Fund
2021	\$236,736,089	.7989	.4171	.1818	.2000

2020	\$234,725,381	.7989	.4171	.1818	.2000
2019	\$234,553,295	.7937	.4135	.1802	.2000
2018	\$216,460,752	.7713	.4121	.1796	.1796
2017	\$216,218,257	.7713	.4121	.1796	.1796
2016	\$209,454,171	.7532	.4024	.1754	.1754
2015	\$200,667,773	.7490	.4002	.1744	.1744
2014	\$194,539,415	.7494	.4004	.1745	.1745
2013	\$193,769,215	.7494	.4004	.1745	.1745
2012	\$185,295,894	.7482	.3998	.1742	.1742
2011	\$185,569,398	.7366	.3936	.1715	.1715
2010	\$181,501,570	.7366	.3936	.1715	.1715
2009	\$192,481,876	.6911	.3693	.1609	.1609
2008	\$173,290,246	.6911	.3693	.1609	.1609
2007	\$173,290,346	.6911	.3693	.1609	.1609
2006	\$169,528,091	.6911	.3693	.1609	.1609
2005	\$165,066,717	.6911	.3693	.1609	.1609
2004	\$162,958,049	.8748	.5503	.1609	.1609
2003	\$161,583,695	.8700	.5500	.1600	.1600

Sales/Use Tax Rates

Portions of Sikeston fall within two different counties, Scott and New Madrid, and different sales tax rates apply in each county. Various entities, including the City of Sikeston, levy sales taxes within their jurisdictions. The City of Sikeston receives three cents for every one dollar of taxable sales within the city limits (i.e. a rate of .03000). There is also one special taxing district within the city, the Main and Malone Transportation Development District (TDD).

Taxing Authority	Rate Within Scott County	Rate Within New Madrid County	Rate Within Main & Malone TDD
State of Missouri	.04225	.04225	.04225
County General Revenue	.01000	.01000	.01000
County Transportation		.00500	
County Ambulance District	.00500	.00500	.00500
City General Revenue	.02000	.02000	.02000
City Transportation	.00500	.00500	.00500
City Capital Improvements	.00500	.00500	.00500
Transportation Development District			.01000
Total	.08725	.09225	.09725

Sikeston also has a voter approved use tax, in an amount equal to the total city sales tax rate (currently 3%). This applies to sales from out of state vendors that are intended for use or storage in Missouri. Because this is a use tax and not a true sales tax, it only applies to vendors with a “nexus” with the State of Missouri, such as a contract with the state government or assets such as facilities or employees in Missouri. Collection of the use tax started in January 2020.

Tax Sunset Dates

The following taxes have sunset dates and will require renewal by the voters before said dates or they will not continue to be collected past those dates:

- One cent general sales tax: September 30, 2024

- Half cent capital improvement sales tax: March 30, 2026

Telephone Franchise Fees and E911 Surcharges

Telephone franchise fees and E911 surcharges continue their slow decline as more and more people move away from land lines in favor of mobile phones. This puts downward pressure on general revenues, but particularly on emergency dispatch revenues, requiring more general fund subsidies (\$571,538 in FY22) to keep 911 dispatch operating.

In the coming year the Department of Public Safety will be exploring several approaches to ensure the sustainable operations of 911 dispatching, including 911 taxes on mobile devices and options for consolidating with other 911 centers regionally.

Fund Balances (Reserves)

The City's finances are split into various funds. Each of these funds has a "balance" at the end of the year which serves as the City's reserves. These reserves are important both for emergency preparedness and cash management purposes. Maintaining healthy fund balances is also important because of the City's heavy reliance on sales tax revenues. Sales tax revenues are somewhat unpredictable, and could be dramatically affected by decisions of individual retailers, by efforts of the Missouri General Assembly to carve out special interest tax exemptions, or by significant economic events.

Here are some things to know about fund balances generally, and about the effect of this budget on the fund balances:

- City funds are classified as either restricted or unrestricted. Restricted funds may only be used for certain purposes. For example, the Tourism Fund may only be expended on items related to promoting tourism. The Transportation Tax Fund, Park Fund, Capital Improvement Sales Tax Fund and E-911 Fund are also restricted funds. The General Fund, Sales Tax Fund, and Municipal Court Fund are all unrestricted funds. Unrestricted funds may be spent on any lawful City purpose.
- The Government Finance Officers Association (GFOA) is a professional association providing financial policy research and best practices for government finance. GFOA notes that the individual circumstances and risks a city may face dictate different levels of fund balance in order to mitigate those risks. Risks to consider may include: revenue volatility, ability to increase tax revenue, risk of infrastructure failure, vulnerability to extreme events including weather and other natural disasters, exposure to lawsuits, and cash flow needs.
- City policies call for minimum fund balances for restricted funds of at least 15% of revenues, and minimum fund balances for unrestricted funds of at least 25% of revenues. Individually, all fund balances in the FY22 budget comply with these policies. Collectively, both restricted funds and unrestricted funds easily comply with the fund balance policies, with the overall fund balance for all major funds equal to 53% of revenues.
- The Essex Fund balance is increasing as it is paid back from 60 West TIF District. Money from the Essex Fund was used in FY16 to build roads in the TIF district, and TIF funds will continue to pay back the Essex Fund up to \$800,000.
- The General Fund balance of \$4,762,584 is equal to 53% of revenues.
- On-going expenditures, such as personnel costs or routine maintenance, need on-going funding sources. For some one-time expenditures, such as catching up on deferred maintenance or investing in a new building or piece of equipment, it may be appropriate to use a one-time funding source, such as a grant. Spending money out of fund balances is another one-time funding source.

- All individual fund balances increase or stay level with this budget, with three exceptions:
 - This budget plans to spend down the Transportation Sales Tax Fund balance by \$353,000 to catch up on some street maintenance needs, including establishment of a Pavement Condition Index, equipment purchases, and more contracted street maintenance projects. That fund balance is significantly higher than it needs to be, estimated to be at 66% of revenues at year end, when policy only requires it to be at least 15%. After spending it down by \$353,000, the fund balance will still be at approximately 55%.
 - This budget plans to spend down the Park Fund balance by about \$50,000 to buy a flat bed truck with hydraulic dump bed. This would replace a flat bed truck that has already been surplussed due to its condition. This still leaves the fund balance at approximately 25%, well above the policy of 15%.
 - Late in the budget process following public and council input at two public hearings and a study session, the City Council decided to fund two major parks projects out of the General Fund balance: Improvements to Dansler Field up to \$305,700, and a fountain/splash pad in Lincoln Park in an amount up to \$135,000. Due to conservative budgeting and unexpectedly robust sales and use tax revenues during the COVID-19 pandemic, the General Fund balance grew considerably in FY21. Even after spending it down for these two projects, the General Fund balance will be at 53% of revenues, significantly higher than the 25% required by city policy.

Employee Compensation, Benefits, and Staffing

Compensation Adjustments - The budget as currently drafted includes a \$2,000 annual wage increase for all regular employees, and an additional \$1.00/hr for 911 dispatchers. Employees are also eligible for merit based raises every 2 or 3 years, depending on their tenure. Last year a 3% general wage increase was provided to all employees.

The median hourly rate of City employees is \$17.87/hour, and the median annual wage is \$39,580/year. The mean hourly wage of City employees is \$19.25/hour, and the mean annual wage is \$42,275/year.

The \$2,000 across the board increase addresses multiple issues. First, it increases the market competitiveness of public safety officer jobs. We have had a critical shortage of staffing which we have attempted to address through various incentives and pay practices, and this increase would put us slightly above the starting pay in surrounding agencies.

Second, the increase responds to increases in the Missouri minimum wage which have made it extremely hard for us to compete for entry level labor. In 2018 voters passed Proposition B to increase Missouri's minimum wage from \$7.85/hour to \$12.00/hour over a five year period. The law went into effect on January 1, 2019 raising the wage to \$8.60 in 2019, \$9.45 in 2020, \$10.30 in 2021, \$11.15 in 2022, and \$12.00 in 2023. Due to these changes, in January we adjusted pay for three part-time employees to bring them up to minimum wage. Although cities are not required by law to pay the minimum wage, there is no way we can attract and retain labor paying less than that amount. The entry level position in Public Works starts out at \$11.10 per hour and our Rookie Communication Officers start at \$11.83. Both of those positions would be making less than minimum wage by 2022, affecting 11 employees.

Third, the across the board increase prevents the wage compression that would occur between promotional positions and between tenured and new employees if we only raised entry level wages.

Employee Health Insurance – City employees have not had an increase in health insurance premiums for the last 6 years due to innovative insurance practices and incentives for employees to make responsible choices with regards to healthcare providers. The City's employee health insurance is self-funded rather

than fully insured, which means that the city pays actual claims out of its own health care fund. Last year (FY2021) we began budgeting the city's contribution to the health care fund to cover the expected claims rather than the maximum claims, because we have built up reserves in the health care fund to a sufficient amount that we are comfortable that even in a bad claim year we would have sufficient to cover the claims. This resulted in approximately \$350,000 savings to the city in the first year. Due to an increase in expected claims (partly due to the resumption of elective procedures following COVID restrictions) we are budgeting approximately \$213,836 more for FY2022.

Additional Staffing – This budget adds the following new position(s):

- Building Maintenance Person – Total cost: \$61,076
- Skilled Worker, Streets Division – Total cost: \$52,376
- Skilled Worker, Parks Division – Total cost: \$52,376

Capital Improvements

Sikeston voters approved a ½ cent Capital Improvement Sales Tax which went into effect April 1, 2016, which has been a game changer in the City's ability to invest in equipment, street improvement projects, and park improvements. State statutes allow capital improvement sales taxes to be spent on new capital assets and maintenance of capital assets. Capital improvements included in the FY22 budget are outlined below.

<i>Finance/City Treasurer Division</i>	
Office Furniture Replacements	<u>\$3,500</u>
Subtotal	\$3,500
<i>Information Technology</i>	
Furniture and Fixtures	<u>\$5,000</u>
Subtotal	\$5,000
<i>Public Safety Administration</i>	
Radio Maintenance	\$10,000
Command Truck Maintenance	\$5,000
Cameras/Video Equip (Repairs to cameras/equipment on poles, body cams)	\$40,000
Headquarters Building Maintenance (including HVAC replacements)	<u>\$52,000</u>
Subtotal	\$107,000
<i>Public Safety - Police</i>	
1 New AWD Dodge Charger, Equipped	\$40,000
2 Ford F250s	\$85,000
Camera/Photographic Equipment	\$3,000
Vehicle Maintenance	\$85,000
Weapons and Restraints (Tazer updates, cuffs, etc.)	<u>\$19,000</u>
Subtotal	\$232,000
<i>Public Safety - Fire</i>	
Pumper and Ladder Lease Purchase Payment	\$98,000
Vehicle Maintenance	\$50,000
Equipment Maintenance, Routine	\$20,000
Equipment Maintenance, Replace Extrication Equipment	\$41,000
Fire Hose	\$20,000
Turn-Out Gear	\$29,000
SCBA Breathing Equipment	\$8,600
Furniture and Fixtures	\$2,500

Building Maintenance, Routine	\$15,000
Building Renovation	\$20,000
Subtotal	\$304,100
<i>Public Safety – Emergency Management</i>	
Warning Sirens Maintenance/Batteries	\$3,000
Subtotal	\$3,000
<i>Public Works – Administration</i>	
Vehicle for New Building Maintenance Person	\$17,500
Vehicle Maintenance	\$500
Equipment Maintenance	\$300
Generator for Airport Terminal	\$50,000
Computer Monitors	\$300
Subtotal	\$68,600
<i>Public Works – Streets</i>	
Dump Truck Lease Purchase Payment (final payment October 2024)	\$50,000
4 Year Lease, Stormsewer Truck and Dump Truck	\$113,000
Subtotal	\$163,000
<i>Public Works - Garage</i>	
Vehicle Maintenance	\$850
Equipment Maintenance	\$2,000
Building Maintenance	\$22,600
Subtotal	\$25,450
<i>Community Development – Planning</i>	
Vehicle Maintenance	\$2,000
Radio Maintenance	\$300
Furniture	\$2,500
Subtotal	\$4,800
<i>Public Works – Parks and Recreation</i>	
Grounds Maintenance	\$35,000
Construction Materials	\$11,200
Minor Equipment	\$6,000
Cornhole Boards for Legion Park	\$3,000
Slit Seeder	\$9,500
Vehicle Maintenance	\$6,000
Deck Mower	\$12,500
Building Maintenance, Routine	\$23,000
Clinton Building, Tile Flooring, Foyer/Hall	\$18,000
Clinton Building, Re-cover Partition	\$16,000
Clinton Building, 36 Round Tables	\$9,030
Clinton Building, Long Tables	\$2,260
Clinton Building, Chairs	\$13,150
Christmas Decorations (“Power Plant”, lights, snowflakes for light poles)	\$10,000
Legion Park Irrigation	\$6,000
Infield Amendments (Fields 2 and 3) and Maintenance	\$37,000
Bootheel Golf Emergency Access Road, Gravel, Rodeo to Complex	\$80,000

Pickleball Courts (Grant \$120,000, City \$30,000)	\$150,000
Clayton Park Playground Equipment	\$25,000
Playgrounds, Routine Repairs and Resurfacing	\$6,000
Rotary Park South Shelter	\$30,000
Benches (Legion Park and Complex Lake)	\$5,000
Picnic Tables, Aluminum	\$10,000
Downtown Bathroom (location TBD)	\$80,000
Dansler Field Improvements	\$305,700
Misc. Turf Maintenance (Chemicals, seed, fertilizer)	\$16,000
Lincoln Park Fountain/Splash Pad	<u>\$135,000</u>
Subtotal	\$1,060,340
Public Works - Airport	
Multi-Hangar Roof Sealing/Painting	<u>\$60,000</u>
Subtotal	\$60,000
Other Financing Uses	
Debt Service, DPS HQ and South Sikeston Infrastructure	\$588,662
Transfer to Transportation Fund for Additional Street Maintenance Contracts	<u>\$150,000</u>
Subtotal	\$738,662
TOTAL CAPITAL IMPROVEMENTS	\$2,775,452

Other Significant Issues and Changes from Previous Budget

Other significant issues and changes from the previous budget year include the following:

- South Sikeston Infrastructure Fund and Bond Refinancing of DPS Building.** Over the next couple of years, the City is expected to incur approximately \$12.8 in expenses to build infrastructure on the south side of Sikeston, including improvements related to the location of Carlisle Construction Materials in the South Industrial Park, and construction of the Ingram Overpass and outer roads. We also expect to receive substantial grant funding to help finance those improvements, but we assume that \$3.0-3.5 million will be financed by the City. In order to have the upfront funds needed to build those improvements (nearly all of the grants will be reimbursements, not upfront money), to provide long-term financing for the non-grant funded portion, and to refinance the DPS headquarters loan to take advantage of lower interest rates, we are planning to issue special obligation and refunding bonds. A South Sikeston Infrastructure Fund has been created to track all of the various funding sources and expenses related to the infrastructure work. The debt service for the bonds is budgeted from the Capital Improvement Fund.
- Increase in Street Maintenance Resources.** This budget makes a substantially increased investment in street maintenance, including the following:
 - Establishment of a Pavement Condition Index (see next section for more information).
 - Spending down fund balance to catch up on deferred maintenance and equipment purchases.
 - An additional skilled worker position in the Streets Division.
 - Major grant applications for a stormwater project in the Anderson/Applegate area, and a project to be determined for the CDBG program.
 - A larger transfer of Capital Improvement Sales Tax Funds to help increase the contracted street maintenance program from \$700,000 to \$850,000.
- Pavement Condition Index.** The budget includes \$60,000 to establish a Pavement Condition Index (PCI) program, which will track the actual condition of all streets in the city on a regular basis.

The budgeted funds will allow for the hiring of an engineering firm which will create a rating system and actually rate all streets in the first year. After that, a smaller investment each year will rate a certain percentage of all streets, so that on a regular basis (likely every 3 years) all streets will receive a new rating. Then the City will be able to track whether the overall condition of the streets is improving or declining from year to year, giving the City Council an objective measure of whether maintenance investments are adequate.

- **Replacement of Fire Station 2 (North Main St).** A new Building Reserves Fund has been created in this budget to account for costs related to the replacement of Fire Station 2. The first step in this process will be to commission a Preliminary Architectural Report (PER) which will evaluate our needs (including number and size of vehicle bays, living quarters, office space, storage, etc.), develop a very preliminary building layout, and estimate a design and construction cost based on the square footage. We anticipate beginning this process immediately after the fiscal year commences in July 2021. The next steps will include evaluating our location and property needs. The budget includes enough money to make the first annual payment on debt service for a \$3.5 million building, although expenditures this year are only likely to include the PER, other engineering, and possibly land acquisition costs.
- **Transfer of Municipal Court to Circuit Court.** This budget assumes that we will transfer municipal cases to the circuit courts (33rd Circuit in Scott County, and 34th Circuit in New Madrid County) instead of operating a separate municipal court. In the first year (a partial year because the transition could take up to 6 months), the city will go from losing \$113,462 to losing just \$18,387, a saving to the taxpayers of \$95,075. In future years we project around \$50,000 in net revenue, meaning that transferring municipal cases to the circuit courts would save Sikeston taxpayers approximately \$163,000 per year.

Operation of the Municipal Court in the wake of Ferguson and Senate Bills 5 and 572 continues to be a financial drain on the City, requiring more subsidies from general tax revenues as court revenues have been arbitrarily capped by state laws and costs have increased due to unfunded mandates. The court never made much money for the City of Sikeston (rightly, because its purpose is to administer justice, not make money), but the subsidy from law abiding citizens has increased dramatically in the past few years.

Operation of a municipal court is not a requirement under Missouri state statutes; it is a service that cities may choose to provide. Cities may also send their municipal cases to the circuit court instead. Sikeston crosses the border between two counties and circuits, and we propose to send cases to whichever court has jurisdiction at the location of the citation. If the City sends our cases to the circuit courts, the City would still receive the fines, and the circuit courts would keep the court costs that are assessed. The City would save a substantial amount of money by eliminating the positions of judge and court clerks, officer staff time spent working as bailiffs, mandated software upgrades, and many office incidentals. The City would still need to provide a prosecutor for the municipal cases.

- **Increased Funding for Police Academy.** The budget contains a significant increase (from \$11,000 to \$39,000) in Academy Training Costs to send 6 Public Safety Officers to the Law Enforcement Academy. Until they complete the Academy these officers are limited to working in the fire division.
- **Transfer of Bomb Team.** DPS recently transferred the regional bomb team to the Cape Girardeau Police Department, after years of housing it in Sikeston. As the parent agency Sikeston DPS incurred all costs for maintenance, insurance, some equipment, the alarm system for the bomb magazine and other incidental fees. The other agencies only supplied manpower. The cost vs. benefit issue was the major motivator for withdrawing. First, the state of Missouri has a bomb squad

that covers our jurisdiction. Our regional team was being deployed around a 22-county area and the citizens of Sikeston were paying most of the fees associated with these calls. It should be noted that our city rarely has any bomb calls and when we do, it is often precautionary and there usually is no actual explosive device. It took over a year of working with the Highway Patrol and other participating agencies, but we eventually settled on transferring this grant acquired equipment to Cape Girardeau City. The SEMO Regional Team remains with Cape Girardeau being the parent agency. Should we need a call for service relating to a bomb, the regional team will respond. We are also not supplying manpower to the team, saving the city money, staff time, and training costs. This will save us thousands of dollars going forward and cause no reduction of service, should we need it. For years Sikeston bore the lion's share of burden for maintaining this team for the region, and we are glad that another agency has stepped up to take ownership of it.

- **American Rescue Plan Funds.** This budget creates a new fund to account for revenues and expenditures related to funds (\$2.9 million) we expect to receive from the American Rescue Plan Act. It is expected that the U.S. Treasury Department will issue rules regarding how these funds may be spent in May 2021. After those rules are released the City Council will discuss how we should use them.
- **Traffic Calming Devices at Salcedo and Columbine.** Neighbors near the intersection of Salcedo and Columbine have been advocating for speed bumps on Salcedo at the intersection with Columbine. Public Works staff would suggest flexible delineators (to narrow the traffic lanes at the stop signs) or speed *humps* instead. While residents near many other intersections have advocated for speed bumps as well, this intersection has several factors that differentiate it and may warrant more action, including a fatality accident, the proximity to the Kindergarten Center, and many documented violations of the stop signs.
- **Airport Grant for Fuel Farm.** This budget plans for a local match of \$41,000 and grant funds of \$637,000 to complete improvements to the airport fuel farm, including design and construction of a new fuel storage area (two 12,000 gallon tanks and associated equipment), new self-service filling and payment equipment for Av-Gas, and an access road off Campanella for fuel unloading.
- **Airport Hangar Improvements.** This budget includes \$80,000 for improvements to the multi-hangar and the t-hangars at the airport, including heaters/electrical work and exterior painting on the multi-hangar, and electrical upgrades and another coat of exterior paint on the t-hangars.
- **Corporate Games Rescheduled.** Due to COVID-19, the 2020 Corporate Games were rescheduled to Summer 2021, but due to a lack of companies signing up to participate, have been postponed again and have been included in the FY22 budget.
- **City Hall Carpet.** The carpet in the downstairs of City Hall is about 35 years old. We have been trying to fit carpet replacement into the budget for several years, but have always cut it for more urgent priorities. This year's budget finally contains funds for this project: \$45,000 to replacement all of the carpet in the downstairs of City Hall, including the City Council chambers and the Chamber/DED offices.
- **GIS Maps Accessible to the Public.** The city has long used a Geographic Information Systems (GIS) mapping program internally to see property ownership, zoning, location of utilities, etc. This budget contains \$5,000 to establish a system that the public will be able to access through our website.
- **Essex Building Repairs.** The City is extremely happy with our partnership with Buchheit Logistics, who is leasing the City's Essex Building and is making numerous improvements to the building. The City has also made numerous improvements and repairs to the building which we are responsible

for. There are some other repairs needed to be completed by the City, including miscellaneous roof, plumbing, and electrical repairs. \$30,000 has been budgeted for these repairs.

- **Dansler Field Improvements.** \$305,700 is budgeted to replace the fencing, backstop, and lights, to make other miscellaneous improvements, and to expand the parking lot across the street.
- **Lincoln Park Fountain/Splash Pad.** \$135,000 is budgeted to purchase and install a fountain or splash pad for Lincoln Park. This budget includes installation by a contractor rather than city staff.

Unmet Needs

With this budget we have made strides toward responsibly addressing significant deferred maintenance and other needs, primarily due to the funds provided by the new ½ cent Capital Improvement Sales Tax and the new Use Tax. However, there are still many other needs that are not funded at this time because the funds are not available. The following projects were contemplated, requested, or identified as needs via the budget or capital improvement planning processes, but were not funded in this budget.

- Additional Staffing:
 - New IT Technician Position: \$81,891 (including benefits)
 - Additional Skilled Workers, Streets and Parks: \$52,376 per position (including benefits)
 - Communication Specialist/Media Manager-Producer: \$73,229 (including benefits)
- Parks Division
 - Rotary South Playground Equipment: \$75,000
 - Exercise Equipment and Shade at Complex: \$75,000
 - Pave HS Softball Parking Lot: \$65,000
 - Rail Trail Phase 2, Downtown to Sunset (grant application unsuccessful): \$450,000
 - Concession stand near HS soccer: \$75,000
 - Tennis Court Lights: \$23,000
 - String Lights for Front St Alley: \$10,000
 - Central Park Shelter: \$20,000
- Streets Division
 - New Leaf Machine: \$220,000
 - George E Day Sidewalk (to Wing Elementary): \$83,000
- Airport
 - New AWOS (Going to Seek Grant Funding): \$100,000
- Downtown Rehabilitation Matching Grant program: \$20,000
- Public Safety Department
 - Two Additional Weather Sirens (Complex/Rodeo area and Wing Elementary area): \$57,000
 - Salamander Disaster Time/Equipment Tracking System: \$10,000
- Community Development Department
 - Microchipping Program at the Animal Shelter: \$2,000
 - Generator at the Animal Shelter: \$50,000
 - New Comprehensive Land Use Plan: \$75,000

Conclusion

While there are many unmet needs and improvements we would still like to address, the expenditures planned in this budget enhance the City's ability to serve our citizens, address many capital needs, and will benefit the quality of life and economic vitality of our community. As city manager and as a resident of Sikeston, I am grateful for the dedication and professionalism of the employees of the City of Sikeston. Because of their hard work and careful management of the public resources placed in their trust, the City of Sikeston is financially stable and able to provide quality services to our community.

My sincere thanks go to the department heads and division managers who submitted, amended, and consulted on their budgets. Special thanks also go to Karen Bailey, Amanda Groves, and Rhonda Council, who have helped prepare the city-wide budget.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Jonathan M. Douglass', with a stylized, flowing script.

Jonathan M. Douglass
City Manager

THIS BILL AS ADOPTED SHALL BECOME EMERGENCY ORDINANCE NUMBER 6223 AND SHALL BE REFERRED TO AS "THE FY-2022 BUDGET" (JULY 1, 2021 THROUGH JUNE 30, 2022), IT SHALL REPEAL ORDINANCE 6191, BEING THE "FY-2021 BUDGET" AND ALL AMENDMENTS THERETO, IT SHALL PROVIDE FOR THE APPROPRIATION OF MONIES AND ADMINISTRATION OF EXPENDITURES OF MONIES RECEIVED BY THE CITY OF SIKESTON IN ACCORDANCE WITH THE ORDINANCE.

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

SECTION I: General

A. Ordinances Repealed:

1. Ordinance Number 6191 and all amendments to the FY-2021 Budget are hereby repealed.

B. Codification:

1. This ordinance as may be amended and the attached detailed financial plan shall not be codified as part of the SIKESTON MUNICIPAL CODE.

C. Purpose and Responsibility:

1. This financial plan or budget, as submitted by the City Manager of the City of Sikeston, hereinafter referred to as "MANAGER" and "CITY" respectively and approved by the City Council, hereinafter referred to as "COUNCIL", shall represent the entire financial plan of anticipated revenues, fund balances and expected expenses of the CITY for the period aforesaid, and shall be referred to collectively as the "FY-2022 BUDGET".

SECTION II: Appropriations

- A. General Fund 0010: The sum of \$12,732,631 is hereby appropriated out of revenues accruing to the CITY, transfers from other Funds and Fund balance, for the payment of operating and capital expenses, for designated governmental services as itemized, to wit;
- B. Sales Tax Fund 0020: The sum of \$3,317,000 is hereby appropriated out of Sales Tax Revenue accruing to the CITY and available Fund balance, for payment of operating and capital expenditures for designated governmental functions, in accordance with the provisions of the Sales Tax Ordinance Number 3798.
- C. Transportation Sales Tax 0025: The sum of \$2,968,019 is hereby appropriated out of Sales Tax Revenue accruing to the City and available Fund balance, for payment of capital item purchases and capital improvements for designated governmental projects and related equipment only, in accordance with the provisions of the Transportation Sales Tax Ordinance Number 4775.
- D. Economic Development 0030: The sum of \$251,393 is hereby appropriated out of revenues accruing to the City, transfers from other funds, and available fund balances for the payment of operating expenses designated for economic development functions.
- E. Essex Fund 0031: The sum of \$50,000 is hereby appropriated out of revenues accruing to the City, available fund balances, and transfers from other funds for the purpose of maintaining the Essex building, and other economic development functions.
- F. Park Fund 0040: The sum of \$957,864 is hereby appropriated out of revenues accruing to the Park Fund, transfers from other funds, and available Fund balance, for the payment of operating and capital expenses designated for public park functions.
- G. Building Reserves Fund 0041: The sum of \$15,000 is hereby appropriated out of revenues accruing to the City, available fund balances, and transfers from other funds for the purpose of establishing a building fund for a new fire station.
- H. Municipal Court Fund 0050: The sum of \$136,080 is hereby appropriated out of revenues accruing to the City, transfers from other funds and fund balance, for the payment or expenses resulting from designated capital items and capital improvements.

- I. Tourism Fund 0065: The sum of \$120,442 is hereby appropriated out of revenues accruing to the Tourism Tax Fund, transfers from other funds, and available Fund balance, for the payment of operating and capital expenses designated for tourism promotion and marketing functions.
- J. Airport Fund 0066: The sum of \$1,232,065 is hereby appropriated out of revenues accruing to the City, transfers from other funds, and available Fund balance, for the payment of Airport Improvements.
- K. 911 Fund 0070: The sum of \$757,890 is hereby appropriated out of revenues accruing to the City, transfers from other Funds and Fund balance, for the payment or expenses related to E-911 operations.
- L. Capital Improvement Fund 0075: The sum of \$ 2,796,155 is hereby appropriated out of revenues accruing to the City, transfers from other funds and fund balance, for the payment or expenses resulting from designated capital items.
- M. 60/61 TIF District Fund 0090: The sum of \$117,000 is hereby appropriated out of revenues accruing to the City, transfers from other funds and fund balance, for the payment of TIF Notes.
- N. 60 West TIF District Fund 0091: The sum of \$224,600 is hereby appropriated out of revenues accruing to the City, transfers from other funds and Fund balance, for the payment of Public Improvements.
- O. Main & Malone TIF District Fund 0095: The sum of \$167,000 is hereby appropriated out of revenues accruing to the City, transfers from other funds and fund balance, for the payment of TIF Bond issuances.
- P. SEDC 0096: The sum of \$420,493 is hereby appropriated out of revenues accruing to the City, transfers from other funds and fund balance, for the payment of loan from U.S.D.A. for the DPS Headquarters Building.

SECTION III: Administration

- A. The MANAGER shall be responsible for:
 - 1. Ensuring compliance with the provisions of this ordinance; the general and specific administration of the FY-2022 Budget plan and may adopt any supportive policy or procedure he deems appropriate to and in support of such administration.
 - 2. Monitoring revenues, fund balances and expenditures to ensure compliance with this ordinance and appropriate use of City funds.
 - 3. Disapproving any expenditure and/or disallowing any claim, which in his sole opinion is not justified or not in compliance with this ordinance or City Code or established policy or procedure.
 - 4. Authorizing minor transfers, re-appropriation and/or expenditure in excess of specific accounts or Divisional appropriations, provided Fund appropriations based on revenue receipts plus fund balance are not exceeded.
 - 5. Drafting or causing to be drafted for Council consideration any amendment to this Ordinance when 1) significant change may be required; 2) to address Council action; revenue(s) and/or expenditure(s) which differ from estimates by greater than ten percent (10%) of the estimates or plan.
- B. The CITY TREASURER shall be responsible for:
 - 1. Confirming and certifying that total expenditures plus encumbrances shall not at any time exceed the total of actual revenue received plus fund balances.
 - 2. Providing monthly financial statements to the:
 - a. Council and Manager, summarizing all financial activity of all Funds, in a format to be approved by the Manager.
 - b. Manager containing detailed budget summaries of all Fund, Department and Division financial activity, including direct expenditures and encumbrances, in a format to be approved by the Manager.
 - c. Department heads containing detailed budget summaries of all Personnel, Maintenance and Operation accounts, and Capital Items/Improvements, by

line item, for which they are responsible, including expenditures and encumbrances, in a format to be approved by the Manager.

- 3. Ensuring no expenditure is authorized from the Capital Improvement Fund, except as approved by Council and/or Manager action as appropriate and in compliance with the Municipal Code Title 3 et.seq.
- 4. Developing, implementing, monitoring, revising and/or upgrading the City’s accounting system and purchasing policy and procedures, at the direction and with the approval of the Manager.

C. All Department Heads are responsible for:

- 1. Exercising prudent management control over each account assigned to their respective department.
- 2. Ensuring compliance with this ordinance and policy and procedure currently or as may be established.
- 3. Continually striving for the most cost-effective method(s) of operation of their department, in all areas including personnel, maintenance, operations and capital expenditures.

D. No expenditure shall be made for any fund which is not in compliance with this ordinance and/or with the formal detailed financial plan or Budget, City Code and policy or procedure as approved by the Manager.

SECTION IV: Compensation and staffing levels. Administration of Compensation and Staffing Levels shall be in accordance with Ordinance Number 6222.

SECTION V: Repealer. Any other ordinances or part(s) 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: Emergency Clause. This Ordinance is adopted as an emergency measure so that the effective date corresponds with the fiscal year.

SECTION VIII: Record of Passage:

A. Bill Number 6223 was introduced to Council and read the first time this 24th day of May 2021.

B. Bill Number 6223 was read the second time this 7th day of June 2021, discussed, and was voted as follows:

Baker _____, Merideth _____, Self _____, Sparks _____,
Teachout _____, Williams _____, and Turnbow _____,
thereby being _____,
becoming Ordinance 6223.

C. Upon passage by a majority of the Council, this Bill shall become Ordinance 6223 and shall be in full force and effect from and after July 1, 2021.

Greg Turnbow, Mayor

Approved as to Form
Tabatha Thurman, City Counselor

SEAL/ATTEST:

Rhonda Council, City Clerk

06/02/2021 15:47
9814jdou

CITY OF SIKESTON, MO
NEXT YEAR BUDGET COMPARISON REPORT

P 1
bgnyrpts

PROJECTION: 20221 FISCAL YEAR 2022, BUDGET PROJECTION NUMBER 1

FOR PERIOD 99

ACCOUNTS FOR: GENERAL REVENUE FUND	2020 ACTUAL	2021 ORIG BUD	2021 REVISED BUD	2022 DIVISION	2022 DEPARTMENT	2022 CITY MGR	COMMENT
0010 GENERAL GOVERNMENT							
0010 GENERAL GOVERNMENT							
1010410 4003 REAL PROPE	-657,689.50	-661,022.00	-661,022.00	.00	.00	-674,242.44	
1010410 4006 PERSONAL P	-325,685.25	-339,777.00	-339,777.00	.00	.00	-346,573.00	
1010410 4009 MERCHANTS	-89,459.91	-83,528.00	-83,528.00	.00	.00	-88,000.00	
1010410 4013 MUNICIPAL	-38,389.71	-44,312.00	-44,312.00	.00	.00	-43,000.00	
1010410 4016 PAYMT IN L	-2,076.37	-2,000.00	-2,000.00	.00	.00	-3,500.00	
TOTAL PROPERTY TAXES	-1,113,300.74	-1,130,639.00	-1,130,639.00	.00	.00	-1,155,315.44	
1010416 FRANCHISE TAXES							
1010416 4026 NAT GAS	-180,514.78	-202,879.00	-202,879.00	.00	.00	-205,000.00	
1010416 4027 TELEPHONE	-222,253.72	-268,400.00	-268,400.00	.00	.00	-225,000.00	
1010416 4028 CHARTER	-189,960.18	-189,897.00	-189,897.00	.00	.00	-192,000.00	
TOTAL FRANCHISE TAXES	-592,728.68	-661,176.00	-661,176.00	.00	.00	-622,000.00	
1010418 PENALTIES & INTEREST							
1010418 4047 PENALTIES	-30,133.99	-36,990.00	-36,990.00	.00	.00	-37,000.00	
TOTAL PENALTIES & INTEREST	-30,133.99	-36,990.00	-36,990.00	.00	.00	-37,000.00	
1010420 BUSINESS LICENSES & PERMITS							
1010420 4053 MERCHANTS	-109,406.25	-117,292.00	-117,292.00	.00	.00	-125,000.00	
1010420 4055 CONTRACTOR	-20,891.66	-19,898.00	-19,898.00	.00	.00	-20,000.00	
1010420 4057 PEDDLERS &	-1,022.00	-1,136.00	-1,136.00	.00	.00	-1,000.00	
1010420 4059 LIQUOR LIC	-21,702.50	-21,612.00	-21,612.00	.00	.00	-22,000.00	
TOTAL BUSINESS LICENSES & PE	-153,022.41	-159,938.00	-159,938.00	.00	.00	-168,000.00	
1010422 NON-BUSINESS LIC & PERMITS							
1010422 4063 BUILDING P	-20,827.00	-18,446.00	-18,446.00	.00	.00	-21,000.00	
1010422 4064 ELECTRICAL	-7,503.00	-6,972.00	-6,972.00	.00	.00	-7,000.00	
1010422 4065 PLUMBING P	-6,416.00	-5,836.00	-5,836.00	.00	.00	-6,000.00	
1010422 4067 BURIAL PER	-690.00	-239.00	-239.00	.00	.00	-500.00	
1010422 4068 LAND DISTU	-2,475.00	-1,587.00	-1,587.00	.00	.00	-2,000.00	
1010422 4069 ANIMAL PER	-1,410.00	-1,800.00	-1,800.00	.00	.00	-1,500.00	
1010422 4071 MOTOR VEHI	-31,480.00	-30,902.00	-30,902.00	.00	.00	-31,000.00	
1010422 4075 ADOPTION	-16,521.50	-16,078.00	-16,078.00	.00	.00	-15,000.00	
TOTAL NON-BUSINESS LIC & PER	-87,322.50	-81,860.00	-81,860.00	.00	.00	-84,000.00	
1010424 INTERGOVERNMENTAL							
1010424 4080 GAS TAX	-643,579.68	-654,891.00	-654,891.00	.00	.00	-645,000.00	

06/02/2021 15:47
9814jdou

CITY OF SIKESTON, MO
NEXT YEAR BUDGET COMPARISON REPORT

P 2
bgnyrpts

PROJECTION: 20221 FISCAL YEAR 2022, BUDGET PROJECTION NUMBER 1

FOR PERIOD 99

ACCOUNTS FOR: GENERAL REVENUE FUND			2020 ACTUAL	2021 ORIG BUD	2021 REVISED BUD	2022 DIVISION	2022 DEPARTMENT	2022 CITY MGR	COMMENT
1010424	4082	INTANGIBLE	-2,235.04	-13,002.00	-13,002.00	.00	.00	-10,000.00	
1010424	4089	P.O.S.T.	-1,307.88	-1,293.00	-1,293.00	.00	.00	-1,200.00	
1010424	4090	GENERAL SA	-3,294,847.32	-3,150,000.00	-3,150,000.00	.00	.00	-3,300,000.00	
1010424	4092	USE TAX	-271,194.47	-296,449.00	-296,449.00	.00	.00	-800,000.00	
TOTAL INTERGOVERNMENTAL			-4,213,164.39	-4,115,635.00	-4,115,635.00	.00	.00	-4,756,200.00	
1010426	CHARGES FOR SERVICES								
1010426	4097	CLERK FEES	-695.10	-572.00	-572.00	.00	.00	-650.00	
1010426	4098	RENTAL REG	-16,300.00	-12,000.00	-12,000.00	.00	.00	-19,200.00	
1010426	4099	MILL TAX C	-14,179.79	-16,185.00	-16,185.00	.00	.00	-14,643.08	
1010426	4101	PLANNING &	-145.00	-200.00	-200.00	.00	.00	-300.00	
1010426	4102	LIEN FEES	-2,543.00	-3,500.00	-3,500.00	.00	.00	-3,500.00	
1010426	4103	BOARD OF A	-210.00	-165.00	-165.00	.00	.00	-165.00	
1010426	4107	SANITATION	-1,688,658.80	-1,720,000.00	-1,720,000.00	.00	.00	-1,721,000.00	
1010426	4109	OTHER FEES	-5,016.03	-3,696.00	-3,696.00	.00	.00	-2,000.00	
1010426	4112	FIRE SERVI	-17,840.00	-10,000.00	-10,000.00	.00	.00	-25,227.00	
1010426	4113	DISPATCH A	-5,028.57	-5,000.00	-5,000.00	.00	.00	-5,000.00	
1010426	4114	POLICE REP	-1,793.46	-2,077.00	-2,077.00	.00	.00	-1,500.00	
TOTAL CHARGES FOR SERVICES			-1,752,409.75	-1,773,395.00	-1,773,395.00	.00	.00	-1,793,185.08	
1010430	RENTS AND LEASES								
1010430	4137	RENTS	-84,120.00	-93,180.00	-93,180.00	.00	.00	-37,200.00	
1010430	4140	CHAMBER	-2,400.00	-2,400.00	-2,400.00	.00	.00	-2,400.00	
TOTAL RENTS AND LEASES			-86,520.00	-95,580.00	-95,580.00	.00	.00	-39,600.00	
1010432	MISCELLANEOUS REVENUE								
1010432	4146	PROMOTIONS	-2,634.00	-2,600.00	-2,600.00	.00	.00	.00	
1010432	4147	MISCELLANE	-133,965.48	-49,166.00	-49,166.00	.00	.00	-50,000.00	
1010432	4148	DONATIONS	-47,151.80	-50,000.00	-50,000.00	.00	.00	-40,963.00	
1010432	4149	INTEREST I	-78,266.05	-78,000.00	-78,000.00	.00	.00	-90,000.00	
1010432	4150	INSURANCE	-7,094.99	.00	.00	.00	.00	.00	
1010432	4151	DONATIONS-	-6,114.00	-6,100.00	-6,100.00	.00	.00	.00	
1010432	4154	PAWS DONAT	-64,163.28	-24,423.00	-24,423.00	.00	.00	-5,000.00	
1010432	4164	CARES ACT	.00	.00	.00	.00	.00	.00	
TOTAL MISCELLANEOUS REVENUE			-339,389.60	-210,289.00	-210,289.00	.00	.00	-185,963.00	
1010434	GRANT REVENUES								
1010434	4191	MIS GRANTS	-32,572.42	.00	.00	.00	.00	.00	
1010434	4192	SPS	-60,000.00	-60,000.00	-60,000.00	.00	.00	-60,000.00	

06/02/2021 15:47
9814jdou

CITY OF SIKESTON, MO
NEXT YEAR BUDGET COMPARISON REPORT

P 3
bgnyrpts

PROJECTION: 20221 FISCAL YEAR 2022, BUDGET PROJECTION NUMBER 1

FOR PERIOD 99

ACCOUNTS FOR: GENERAL REVENUE FUND			2020 ACTUAL	2021 ORIG BUD	2021 REVISED BUD	2022 DIVISION	2022 DEPARTMENT	2022 CITY MGR	COMMENT
1010434	4193	COPS/H.A.	-43,756.92	-14,500.00	-14,500.00	.00	.00	-14,500.00	
1010434	4194	COMM TRUCK	-32,920.63	.00	.00	.00	.00	.00	
1010434	4204	VEST GRANT	-4,238.01	.00	.00	.00	.00	-3,000.00	
1010434	4205	DOJ OT REI	-29,315.20	-22,500.00	-22,500.00	.00	.00	-19,755.00	
1010434	4220	HOMLAND SE	.00	.00	.00	.00	.00	.00	
TOTAL GRANT REVENUES			-202,803.18	-97,000.00	-97,000.00	.00	.00	-97,255.00	
1010552	PROFESSIONAL SERVICES								
1010552	5230	AUDIT	26,663.12	30,000.00	30,000.00	.00	.00	32,000.00	
1010552	5232	LEGAL	1,634.52	5,000.00	5,000.00	.00	.00	3,000.00	
1010552	5239	DRUG TEST	2,083.00	2,000.00	2,000.00	.00	.00	2,300.00	
1010552	5248	OTHER PROF	1,475.00	5,000.00	5,000.00	.00	.00	5,000.00	
TOTAL PROFESSIONAL SERVICES			31,855.64	42,000.00	42,000.00	.00	.00	42,300.00	
1010554	CONTRACTUAL SERVICES								
1010554	5256	MALCO PILO	8,685.16	7,500.00	7,500.00	.00	.00	7,500.00	
1010554	5257	MALCO EATS	9,058.00	7,050.00	7,050.00	.00	.00	7,000.00	
1010554	5262	TEL EQU LE	47,121.23	34,000.00	34,000.00	.00	.00	34,000.00	
1010554	5266	UTIL ELECT	475.80	450.00	450.00	.00	.00	450.00	
1010554	5272	INSURANCE-	187,774.49	178,453.00	178,453.00	180,000.00	180,000.00	54,000.00	
1010554	5274	INSURANCE-	813.75	.00	.00	.00	.00	12,000.00	
1010554	5276	INSURANCE-	55,146.00	55,522.50	55,522.50	56,000.00	56,000.00	53,000.00	
1010554	5277	INSURANCE-	75,000.00	.00	.00	.00	.00	74,000.00	
1010554	5282	INSURANCE-	.00	.00	.00	.00	.00	6,200.00	
1010554	5284	INSURANCE-	77,809.05	90,359.50	90,359.50	95,000.00	95,000.00	105,000.00	
1010554	5286	INSURANCE-	-6,465.00	27,500.00	27,500.00	28,000.00	28,000.00	54,000.00	
1010554	5293	INSURANCE-	350.00	677.60	677.60	600.00	600.00	600.00	
1010554	5304	JANITORIAL	.00	1,000.00	1,000.00	.00	1,000.00	.00	
1010554	5306	OFFICE EQU	7,975.63	7,040.00	7,040.00	.00	.00	7,500.00	
1010554	5309	LITIGATION	92,486.73	.00	.00	5,000.00	5,000.00	.00	
1010554	5315	ELEVATOR M	11,606.13	130,000.00	130,000.00	.00	6,000.00	6,000.00	
1010554	5317	INTER/CABL	24,530.51	27,500.00	27,500.00	.00	.00	27,500.00	
1010554	5320	EXTERMINAT	7,520.88	5,000.00	5,000.00	.00	7,500.00	7,500.00	
1010554	5321	RICHLAND D	14,000.00	14,000.00	14,000.00	.00	14,000.00	14,000.00	
1010554	5322	PROPERTY D	10,258.90	30,000.00	30,000.00	.00	.00	50,000.00	
1010554	5323	LCRA	100,000.00	100,000.00	100,000.00	.00	.00	100,000.00	
1010554	5326	LCRA MOW	4,763.83	.00	.00	.00	.00	.00	
1010554	5328	SOLID WAST	1,600,737.11	1,678,000.00	1,678,000.00	.00	.00	1,633,079.00	
1010554	5330	OTHER DRAI	2,690.52	3,000.00	3,000.00	.00	.00	2,700.00	
1010554	5333	CELLULAR S	804.51	700.00	700.00	.00	.00	800.00	
1010554	5334	SAT PHONE	2,378.43	2,400.00	2,400.00	.00	.00	2,400.00	

06/02/2021 15:47
9814jdou

CITY OF SIKESTON, MO
NEXT YEAR BUDGET COMPARISON REPORT

P 4
bgnyrpts

PROJECTION: 20221 FISCAL YEAR 2022, BUDGET PROJECTION NUMBER 1

FOR PERIOD 99

ACCOUNTS FOR: GENERAL REVENUE FUND			2020 ACTUAL	2021 ORIG BUD	2021 REVISED BUD	2022 DIVISION	2022 DEPARTMENT	2022 CITY MGR	COMMENT
1010554	5339	OTHER CONT	32,000.04	16,660.00	16,660.00	.00	.00	17,000.00	
1010554	5340	PILOTRPA2A	5,787.63	1,194.00	1,194.00	.00	.00	5,700.00	
1010554	5344	P.I.L.O.T	5,367.34	5,056.00	5,056.00	.00	.00	5,400.00	
1010554	5346	E.A.T.S.	21,492.00	28,149.00	28,149.00	.00	.00	25,000.00	
1010554	5347	PILOT COLT	1,212.76	1,198.00	1,198.00	.00	.00	1,200.00	
1010554	5348	PILOT HOLI	3,790.69	3,745.00	3,745.00	.00	.00	3,800.00	
1010554	5349	EATS COLTO	6,974.00	8,414.00	8,414.00	.00	.00	7,000.00	
TOTAL CONTRACTUAL SERVICES			2,412,146.12	2,464,568.60	2,464,568.60	364,600.00	393,100.00	2,324,329.00	
1010556	MAINTENTANCE & OPERATIONS								
1010556	5355	COMPUTER M	132.98	.00	.00	.00	.00	.00	
1010556	5356	COMP SUPPO	5,244.60	6,000.00	6,000.00	.00	.00	6,000.00	
1010556	5358	BUILDING M	8,225.93	48,575.00	48,575.00	.00	34,700.00	84,700.00	
1010556	5362	JANITORIAL	1,474.17	1,300.00	1,300.00	.00	.00	1,400.00	
1010556	5369	COVID-19	1,612.12	.00	.00	.00	.00	.00	
1010556	5379	MISCELLANE	70.82	700.00	700.00	.00	.00	700.00	
1010556	5386	MINOR EQUI	395.64	.00	.00	.00	.00	.00	
1010556	5406	FIRST AID	79.90	300.00	300.00	.00	.00	300.00	
1010556	5409	FUEL DEPOT	907.99	21,300.00	21,300.00	.00	2,000.00	2,000.00	
1010556	5422	FOOD FOR E	236.69	500.00	500.00	500.00	500.00	500.00	
1010556	5423	EMPLOYEE S	575.46	500.00	500.00	500.00	500.00	500.00	
1010556	5425	EMP WELLNE	.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	
1010556	5448	CITY MEMBE	3,591.85	4,000.00	4,000.00	.00	.00	4,000.00	
1010556	5458	BOOKS AND	430.27	300.00	300.00	.00	.00	300.00	
1010556	5459	FLAGS, LIC	1,153.08	1,000.00	1,000.00	.00	.00	1,200.00	
1010556	5460	POSTAGE	683.70	300.00	300.00	.00	.00	300.00	
1010556	5461	ADVERTISIN	493.46	400.00	400.00	.00	.00	500.00	
1010556	5462	PRINTING A	35.00	200.00	200.00	.00	.00	200.00	
1010556	5475	ELECTIONS	11,364.14	6,000.00	6,000.00	.00	.00	8,000.00	
1010556	5490	EMPLOYEE A	9,652.39	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	
1010556	5496	REIMBURSEA	900.00	.00	.00	.00	.00	.00	
TOTAL MAINTENTANCE & OPERATI			47,260.19	101,375.00	101,375.00	11,000.00	47,700.00	120,600.00	
0012	CITY COUNCIL								
1012550	PERSONNEL SERVICES								
1012550	5201	SALARIES &	7.00	7.00	7.00	.00	.00	7.00	
TOTAL PERSONNEL SERVICES			7.00	7.00	7.00	.00	.00	7.00	
1012556	MAINTENANCE & OPERATIONS								
1012556	5450	PROFESSION	135.00	800.00	800.00	.00	.00	1,000.00	

06/02/2021 15:47
9814jdou

CITY OF SIKESTON, MO
NEXT YEAR BUDGET COMPARISON REPORT

P 5
bgnyrpts

PROJECTION: 20221 FISCAL YEAR 2022, BUDGET PROJECTION NUMBER 1

FOR PERIOD 99

ACCOUNTS FOR: GENERAL REVENUE FUND			2020 ACTUAL	2021 ORIG BUD	2021 REVISED BUD	2022 DIVISION	2022 DEPARTMENT	2022 CITY MGR	COMMENT
1012556	5451	COMMUNITY	1,966.77	2,000.00	2,000.00	.00	.00	2,000.00	
TOTAL MAINTENANCE & OPERATIO			2,101.77	2,800.00	2,800.00	.00	.00	3,000.00	
0014	CITY MANAGER								
1014550	PERSONNEL SERVICES								
1014550	5201	SALARIES &	159,317.04	163,767.00	163,767.00	.00	.00	194,000.00	
1014550	5203	OVERTIME	431.59	400.00	400.00	.00	.00	.00	
1014550	5207	INCENTIVES	2,208.99	2,000.00	2,000.00	.00	.00	2,000.00	
1014550	5209	ALLOWANCES	5,000.00	5,000.00	5,000.00	.00	.00	5,000.00	
1014550	5213	FICA	11,332.22	13,442.00	13,442.00	.00	.00	15,537.00	
1014550	5215	RETIREMENT	9,960.58	10,996.00	10,996.00	.00	.00	14,527.00	
1014550	5217	HEALTH INS	33,789.96	23,653.00	23,653.00	.00	.00	25,343.00	
1014550	5218	LIFE INSUR	689.88	778.00	778.00	.00	.00	674.00	
1014550	5219	WORKERS CO	224.85	325.00	325.00	.00	.00	382.00	
TOTAL PERSONNEL SERVICES			222,955.11	220,361.00	220,361.00	.00	.00	257,463.00	
1014554	CONTRACTUAL SERVICES								
1014554	5333	CELLULAR S	1,054.38	1,000.00	1,000.00	.00	.00	2,000.00	
TOTAL CONTRACTUAL SERVICES			1,054.38	1,000.00	1,000.00	.00	.00	2,000.00	
1014556	MAINTENANCE & OPERATIONS								
1014556	5352	OFFICE SUP	1,510.90	1,300.00	1,300.00	.00	.00	1,500.00	
1014556	5355	COMPUTER M	1,101.56	.00	.00	.00	.00	.00	
1014556	5400	UNIFORMS	246.25	250.00	250.00	.00	.00	250.00	
1014556	5450	PROFESSION	4,332.17	9,900.00	9,900.00	.00	.00	9,900.00	
1014556	5451	COMMUNITY	4,478.88	2,500.00	2,500.00	.00	.00	2,800.00	
1014556	5452	PER DIEM	3,585.60	3,800.00	3,800.00	.00	.00	3,800.00	
TOTAL MAINTENANCE & OPERATIO			15,255.36	17,750.00	17,750.00	.00	.00	18,250.00	
0016	CITY COUNSELOR								
1016552	PROFESSIONAL SERVICES								
1016552	5232	LEGAL	35,653.50	50,000.00	50,000.00	.00	.00	50,000.00	
TOTAL PROFESSIONAL SERVICES			35,653.50	50,000.00	50,000.00	.00	.00	50,000.00	
1016556	MAINTENANCE & OPERATIONS								
1016556	5352	OFFICE SUP	.00	250.00	250.00	.00	.00	.00	

06/02/2021 15:47
9814jdou

CITY OF SIKESTON, MO
NEXT YEAR BUDGET COMPARISON REPORT

P 6
bgnyrpts

PROJECTION: 20221 FISCAL YEAR 2022, BUDGET PROJECTION NUMBER 1

FOR PERIOD 99

ACCOUNTS FOR: GENERAL REVENUE FUND			2020 ACTUAL	2021 ORIG BUD	2021 REVISED BUD	2022 DIVISION	2022 DEPARTMENT	2022 CITY MGR	COMMENT
1016556	5450	PROFESSION	.00	.00	.00	.00	.00	.00	
1016556	5454	REIMBURSEA	.00	200.00	200.00	.00	.00	.00	
1016556	5458	BOOKS AND	.00	.00	.00	.00	.00	.00	
TOTAL MAINTENANCE & OPERATIO			.00	450.00	450.00	.00	.00	.00	
0020	FINANCE/CITY TREASURER								
0020	FINANCE DIRECTOR								
1020550	PERSONNEL SERVICES								
1020550	5201	SALARIES &	130,188.46	96,712.00	96,712.00	.00	.00	92,000.00	
1020550	5213	FICA	7,232.73	7,208.00	7,208.00	.00	.00	6,769.00	
1020550	5215	RETIREMENT	8,292.43	6,286.00	6,286.00	.00	.00	6,716.00	
1020550	5217	HEALTH INS	12,443.76	9,955.00	9,955.00	.00	.00	10,666.00	
1020550	5218	LIFE INSUR	221.38	468.00	468.00	.00	.00	328.00	
1020550	5219	WORKERS CO	184.79	184.00	184.00	.00	.00	175.00	
TOTAL PERSONNEL SERVICES			158,563.55	120,813.00	120,813.00	.00	.00	116,654.00	
1020554	CONTRACTUAL SERVICES								
1020554	5333	CELLU SER	453.35	885.00	885.00	500.00	500.00	500.00	
TOTAL CONTRACTUAL SERVICES			453.35	885.00	885.00	500.00	500.00	500.00	
1020556	MAINTENANCE & OPERATIONS								
1020556	5352	OFFICE SUP	86.46	360.00	360.00	360.00	360.00	360.00	
1020556	5450	PROFESSION	.00	.00	.00	1,500.00	1,500.00	1,500.00	
1020556	5452	PER DIEM	.00	78.00	78.00	1,500.00	1,500.00	1,500.00	
1020556	5460	POSTAGE	143.86	93.00	93.00	100.00	100.00	100.00	
1020556	5461	ADVERTISIN	199.88	.00	.00	500.00	500.00	400.00	
1020556	5462	PRINTING A	622.25	.00	.00	.00	.00	.00	
TOTAL MAINTENANCE & OPERATIO			1,052.45	531.00	531.00	3,960.00	3,960.00	3,860.00	
0022	CITY TREASURER DIVISION								
1022550	PERSONNEL SERVICES								
1022550	5201	SALARIES &	183,327.10	184,810.00	184,810.00	.00	.00	183,119.00	
1022550	5203	OVERTIME	195.46	150.00	150.00	.00	.00	150.00	
1022550	5213	FICA	12,419.26	13,387.00	13,387.00	.00	.00	12,872.00	

06/02/2021 15:47
9814jdou

CITY OF SIKESTON, MO
NEXT YEAR BUDGET COMPARISON REPORT

P 7
bgnyrpts

PROJECTION: 20221 FISCAL YEAR 2022, BUDGET PROJECTION NUMBER 1

FOR PERIOD 99

ACCOUNTS FOR: GENERAL REVENUE FUND			2020 ACTUAL	2021 ORIG BUD	2021 REVISED BUD	2022 DIVISION	2022 DEPARTMENT	2022 CITY MGR	COMMENT
1022550	5215	RETIREMENT	11,325.53	12,022.00	12,022.00	.00	.00	13,379.00	
1022550	5217	HEALTH INS	52,658.65	39,859.00	39,859.00	.00	.00	45,484.00	
1022550	5218	LIFE INSUR	853.44	968.00	968.00	.00	.00	724.00	
1022550	5219	WORKERS CO	255.27	351.00	351.00	.00	.00	348.00	
TOTAL PERSONNEL SERVICES			261,034.71	251,547.00	251,547.00	.00	.00	256,076.00	
1022552	PROFESSIONAL SERVICES								
1022552	5245	EMPL FEES	.00	.00	.00	.00	50.00	50.00	
TOTAL PROFESSIONAL SERVICES			.00	.00	.00	.00	50.00	50.00	
1022554	CONTRACTUAL SERVICES								
1022554	5333	CELLU SER	428.44	500.00	500.00	.00	.00	.00	
1022554	5339	OTHR CONTR	.00	.00	.00	.00	.00	5,000.00	
TOTAL CONTRACTUAL SERVICES			428.44	500.00	500.00	.00	.00	5,000.00	
1022556	MAINTENANCE & OPERATONS								
1022556	5351	OFF MACH M	88.32	5,000.00	5,000.00	.00	3,000.00	3,000.00	
1022556	5352	OFFICE SUP	2,765.06	3,300.00	3,300.00	3,300.00	3,000.00	3,000.00	
1022556	5355	COMPUTER M	1,632.63	850.00	850.00	600.00	600.00	600.00	
1022556	5400	UNIFORMS	998.52	1,031.00	1,031.00	1,000.00	1,000.00	1,000.00	
1022556	5450	PROFESSION	1,898.52	1,600.00	1,600.00	3,800.00	3,800.00	3,800.00	
1022556	5452	PER DIEM	390.37	800.00	800.00	1,000.00	1,000.00	1,000.00	
1022556	5454	REIMBURSEA	.00	.00	.00	.00	.00	.00	
1022556	5458	BOOKS AND	.00	.00	.00	.00	.00	.00	
1022556	5460	POSTAGE	1,190.81	1,300.00	1,300.00	1,300.00	1,300.00	1,300.00	
1022556	5461	ADV & PUBL	.00	.00	.00	.00	.00	.00	
1022556	5462	PRINTING A	1,136.57	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	
TOTAL MAINTENANCE & OPERATON			10,100.80	14,881.00	14,881.00	12,000.00	14,700.00	14,700.00	
0024	CITY COLLECTOR								
1024550	PERSONNEL SERVICES								
1024550	5201	SALARIES &	83,326.38	82,056.00	82,056.00	.00	.00	121,052.00	
1024550	5203	OVERTIME	815.90	.00	.00	.00	.00	500.00	
1024550	5213	FICA	5,646.79	6,081.00	6,081.00	.00	.00	8,882.00	
1024550	5215	RETIREMENT	5,268.04	5,334.00	5,334.00	.00	.00	8,873.00	
1024550	5217	HEALTH INS	14,683.44	10,278.00	10,278.00	.00	.00	16,518.00	
1024550	5218	LIFE INSUR	370.68	437.00	437.00	.00	.00	486.00	

06/02/2021 15:47
9814jdou

CITY OF SIKESTON, MO
NEXT YEAR BUDGET COMPARISON REPORT

P 8
bgnyrpts

PROJECTION: 20221 FISCAL YEAR 2022, BUDGET PROJECTION NUMBER 1

FOR PERIOD 99

ACCOUNTS FOR: GENERAL REVENUE FUND			2020 ACTUAL	2021 ORIG BUD	2021 REVISED BUD	2022 DIVISION	2022 DEPARTMENT	2022 CITY MGR	COMMENT
1024550	5219	WORKERS CO	118.69	156.00	156.00	.00	.00	231.00	
TOTAL PERSONNEL SERVICES			110,229.92	104,342.00	104,342.00	.00	.00	156,542.00	
1024552	PROFESSIONAL SERVICES								
1024552	5245	EMPL FEES	.00	.00	.00	.00	.00	.00	
TOTAL PROFESSIONAL SERVICES			.00	.00	.00	.00	.00	.00	
1024554	CONTRACTUAL SERVICES								
1024554	5339	OTHR CONTR	28,938.66	30,000.00	30,000.00	.00	.00	.00	
TOTAL CONTRACTUAL SERVICES			28,938.66	30,000.00	30,000.00	.00	.00	.00	
1024556	MAINTENANCE & OPERATIONS								
1024556	5352	OFFICE SUP	1,752.60	2,843.00	2,843.00	3,800.00	3,800.00	3,800.00	
1024556	5355	COMPUTER M	650.08	.00	.00	.00	.00	.00	
1024556	5400	UNIFORMS	713.82	500.00	500.00	750.00	750.00	750.00	
1024556	5450	PROFESSION	.00	.00	.00	1,800.00	1,800.00	1,800.00	
1024556	5452	PER DIEM	413.15	790.00	790.00	1,400.00	4,800.00	4,800.00	
1024556	5454	REIMBURSEA	.00	.00	.00	550.00	550.00	550.00	
1024556	5460	POSTAGE	10,102.45	9,500.00	9,500.00	10,000.00	10,000.00	10,000.00	
1024556	5461	ADVERTISIN	.00	105.00	105.00	3,700.00	3,700.00	3,700.00	
1024556	5462	PRINTING A	8,442.95	10,500.00	10,500.00	6,800.00	6,800.00	6,800.00	
TOTAL MAINTENANCE & OPERATIO			22,075.05	24,238.00	24,238.00	28,800.00	32,200.00	32,200.00	
0026	INFORMATION TECHNOLOGY								
1026550	PERSONNEL SERVICES								
1026550	5201	SAL & WAGE	127,194.28	128,707.00	128,707.00	.00	.00	133,263.00	
1026550	5203	OVERTIME	629.86	.00	.00	.00	.00	.00	
1026550	5213	FICA	8,376.52	9,280.00	9,280.00	.00	.00	9,393.00	
1026550	5215	LAGERS	7,929.25	8,366.00	8,366.00	.00	.00	9,728.00	
1026550	5217	HEALTH INS	42,313.44	29,620.00	29,620.00	.00	.00	31,736.00	
1026550	5218	LIFE INS	566.04	648.00	648.00	.00	.00	495.00	
1026550	5219	W/C INS	179.80	245.00	245.00	.00	.00	253.00	
TOTAL PERSONNEL SERVICES			187,189.19	176,866.00	176,866.00	.00	.00	184,868.00	
1026554	CONTRACTUAL SERVICES								
1026554	5333	CELLU SER	1,808.67	1,700.00	1,700.00	2,500.00	2,500.00	2,500.00	

06/02/2021 15:47
9814jdou

CITY OF SIKESTON, MO
NEXT YEAR BUDGET COMPARISON REPORT

P 9
bgnyrpts

PROJECTION: 20221 FISCAL YEAR 2022, BUDGET PROJECTION NUMBER 1

FOR PERIOD 99

ACCOUNTS FOR: GENERAL REVENUE FUND	2020 ACTUAL	2021 ORIG BUD	2021 REVISED BUD	2022 DIVISION	2022 DEPARTMENT	2022 CITY MGR	COMMENT
TOTAL CONTRACTUAL SERVICES	1,808.67	1,700.00	1,700.00	2,500.00	2,500.00	2,500.00	
1026556 MAINTENANCE & OPERATIONS							
1026556 5352 OFF SUPPLI	1,324.22	620.00	620.00	1,000.00	1,000.00	1,000.00	
1026556 5355 COMP MAINT	3,874.66	35,000.00	35,000.00	35,000.00	35,000.00	35,000.00	
1026556 5356 COMP SUPP	144,887.36	217,000.00	217,000.00	247,000.00	247,000.00	247,000.00	
1026556 5390 FUEL, LUBE	.00	.00	.00	200.00	200.00	200.00	
1026556 5392 VEH MAINT	.00	.00	.00	.00	.00	.00	
1026556 5400 UNIFORMS	440.33	450.00	450.00	500.00	500.00	500.00	
1026556 5450 PRO DEVEL	3,448.00	7,000.00	7,000.00	7,000.00	7,000.00	7,000.00	
1026556 5452 PER DIEM	1,283.57	1,320.00	1,320.00	1,320.00	1,320.00	1,320.00	
TOTAL MAINTENANCE & OPERATIO	155,258.14	261,390.00	261,390.00	292,020.00	292,020.00	292,020.00	
0030 PUBLIC SAFETY							
0030 ADMINISTRATION/DETENTION							
1030550 PERSONNEL SERVICES							
1030550 5201 SALARIES &	567,423.88	475,732.00	475,732.00	.00	.00	489,269.00	
1030550 5203 OVERTIME	2,969.33	1,800.00	1,800.00	.00	.00	1,000.00	
1030550 5207 INCENTIVES	.00	.00	.00	.00	.00	.00	
1030550 5209 ALLOWANCES	3,825.00	4,250.00	4,250.00	.00	.00	4,250.00	
1030550 5213 FICA	39,590.36	35,550.00	35,550.00	.00	.00	35,734.00	
1030550 5215 RETIREMENT	47,774.83	42,023.00	42,023.00	.00	.00	45,430.00	
1030550 5217 HEALTH INS	117,956.31	68,290.00	68,290.00	.00	.00	83,072.00	
1030550 5218 LIFE INSUR	2,083.66	2,363.00	2,363.00	.00	.00	1,781.00	
1030550 5219 WORKERS CO	13,729.21	11,187.00	11,187.00	.00	.00	16,047.00	
1030550 5221 UNEMPLOYME	.00	.00	.00	.00	.00	.00	
TOTAL PERSONNEL SERVICES	795,352.58	641,195.00	641,195.00	.00	.00	676,583.00	
1030552 PROFESSIONAL SERVICES							
1030552 5245 EMPL FEES	.00	.00	.00	.00	.00	.00	
TOTAL PROFESSIONAL SERVICES	.00	.00	.00	.00	.00	.00	
1030554 CONTRACTUAL SERVICES							
1030554 5264 CODE RED	10,000.00	.00	.00	.00	.00	.00	
1030554 5300 RENTALS AN	13,422.00	11,000.00	11,000.00	11,000.00	11,000.00	11,000.00	
1030554 5305 MOB COMMAN	2,440.79	9,000.00	9,000.00	.00	.00	.00	

06/02/2021 15:47
9814jdou

CITY OF SIKESTON, MO
NEXT YEAR BUDGET COMPARISON REPORT

P 10
bgnyrpts

PROJECTION: 20221 FISCAL YEAR 2022, BUDGET PROJECTION NUMBER 1

FOR PERIOD 99

ACCOUNTS FOR:			2020	2021	2021	2022	2022	2022	
GENERAL REVENUE FUND			ACTUAL	ORIG BUD	REVISED BUD	DIVISION	DEPARTMENT	CITY MGR	COMMENT
1030554	5306	OFFICE EQU	.00	900.00	900.00	900.00	900.00	900.00	
1030554	5307	WRECKER SE	2,305.00	450.00	450.00	450.00	450.00	450.00	
1030554	5325	CRIME PREV	.00	.00	.00	.00	.00	.00	
1030554	5333	CELLULAR S	24,675.44	18,000.00	18,000.00	18,000.00	18,000.00	20,000.00	
1030554	5336	SOFTWARE S	164.28	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	
1030554	5337	NETWORK SU	45.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	
1030554	5339	OTHER CONT	16,260.46	12,000.00	12,000.00	16,000.00	16,000.00	16,000.00	
1030554	5426	PSO UNIFOR	253.64	.00	.00	.00	.00	.00	
1030554	5495	COMM TRUCK	36,886.78	.00	.00	.00	.00	.00	
TOTAL CONTRACTUAL SERVICES			106,453.39	53,350.00	53,350.00	48,350.00	48,350.00	50,350.00	
1030556	MAINTENANCE & OPERATONS								
1030556	5352	OFFICE SUP	22,210.42	18,500.00	18,500.00	18,500.00	18,500.00	18,500.00	
1030556	5355	COMPUTER M	48,495.01	40,000.00	40,000.00	20,500.00	20,500.00	20,500.00	
1030556	5358	BUILDING M	.00	.00	.00	.00	.00	.00	
1030556	5362	JANITORIAL	5,885.36	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	
1030556	5369	COVID-19	7,087.08	.00	.00	.00	.00	.00	
1030556	5386	MINOR EQUI	3,331.90	5,000.00	5,000.00	5,000.00	13,500.00	13,500.00	
1030556	5400	UNIFORMS	3,579.57	5,000.00	5,000.00	5,000.00	4,000.00	4,000.00	
1030556	5406	FIRST AID	1,227.15	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	
1030556	5416	EQUIPMENT	2,882.57	5,000.00	5,000.00	5,000.00	4,000.00	4,000.00	
1030556	5420	FOOD FOR P	1,932.38	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	
1030556	5439	HIRING INC	.00	.00	.00	.00	.00	.00	
1030556	5441	ACADEMY TR	.00	11,000.00	11,000.00	40,000.00	39,000.00	39,000.00	
1030556	5450	PROFESSION	2,365.95	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	
1030556	5451	COMM REPR	920.58	.00	.00	2,500.00	2,500.00	2,500.00	
1030556	5452	PER DIEM	9,924.16	11,000.00	11,000.00	11,000.00	11,000.00	11,000.00	
1030556	5458	BOOKS AND	429.43	500.00	500.00	500.00	500.00	500.00	
1030556	5460	POSTAGE	1,260.35	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	
1030556	5461	ADVERTISIN	364.29	500.00	500.00	500.00	500.00	500.00	
1030556	5462	PRINTING A	980.01	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	
1030556	5467	JAIL MAINT	200.66	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	
1030556	5482	BOMB TEAM	.00	.00	.00	.00	.00	.00	
1030556	5483	BOMB TEAM	3,595.00	.00	.00	.00	.00	.00	
1030556	5486	BOMB-NONRE	300.00	.00	.00	.00	.00	.00	
1030556	5490	EMP APPRE	3,182.69	.00	.00	.00	1,500.00	1,500.00	
TOTAL MAINTENANCE & OPERATON			120,154.56	112,950.00	112,950.00	124,950.00	131,950.00	131,950.00	
0032	PATROL								
1032550	PERSONNEL SERVICES								
1032550	5201	SALARIES &	2,001,672.72	2,040,238.00	2,040,238.00	.00	.00	2,090,812.00	

06/02/2021 15:47
9814jdou

CITY OF SIKESTON, MO
NEXT YEAR BUDGET COMPARISON REPORT

P 11
bgnyrpts

PROJECTION: 20221 FISCAL YEAR 2022, BUDGET PROJECTION NUMBER 1

FOR PERIOD 99

ACCOUNTS FOR: GENERAL REVENUE FUND			2020 ACTUAL	2021 ORIG BUD	2021 REVISED BUD	2022 DIVISION	2022 DEPARTMENT	2022 CITY MGR	COMMENT
1032550	5203	OVERTIME	178,601.14	130,000.00	130,000.00	.00	.00	130,000.00	
1032550	5207	INCENTIVES	.00	.00	.00	.00	.00	.00	
1032550	5209	ALLOWANCES	35,275.00	36,550.00	36,550.00	.00	.00	36,550.00	
1032550	5213	FICA	156,102.49	161,711.00	161,711.00	.00	.00	161,219.00	
1032550	5215	RETIREMENT	170,275.14	218,472.00	218,472.00	.00	.00	232,508.00	
1032550	5217	HEALTH INS	454,079.75	371,659.00	371,659.00	.00	.00	454,334.00	
1032550	5218	LIFE INSUR	7,825.64	10,197.00	10,197.00	.00	.00	7,839.00	
1032550	5219	WORKERS CO	63,120.07	85,644.00	85,644.00	.00	.00	101,303.00	
TOTAL PERSONNEL SERVICES			3,066,951.95	3,054,471.00	3,054,471.00	.00	.00	3,214,565.00	
1032552	PROFESSIONAL SERVICES								
1032552	5245	EMPLOYMENT	7,510.20	5,000.00	5,000.00	15,000.00	15,000.00	15,000.00	
TOTAL PROFESSIONAL SERVICES			7,510.20	5,000.00	5,000.00	15,000.00	15,000.00	15,000.00	
1032554	CONTRACTUAL SERVICES								
1032554	5246	PHA SECURI	.00	.00	.00	.00	.00	.00	
TOTAL CONTRACTUAL SERVICES			.00	.00	.00	.00	.00	.00	
1032556	MAINTENANCE & OPERATIONS								
1032556	5372	CHEMICALS-	4,472.41	4,500.00	4,500.00	4,500.00	4,500.00	4,500.00	
1032556	5380	INVEST RES	5,983.11	10,000.00	10,000.00	15,000.00	15,000.00	15,000.00	
1032556	5390	FUEL, LUBE	87,273.42	85,000.00	85,000.00	85,000.00	85,000.00	85,000.00	
1032556	5400	UNIFORMS	11,632.70	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	
1032556	5414	BULLET VES	10,130.98	14,000.00	14,000.00	14,000.00	14,000.00	14,000.00	
1032556	5419	WEAPONS	3,651.03	4,500.00	4,500.00	4,500.00	4,500.00	4,500.00	
1032556	5440	AMMUNITION	16,736.19	17,000.00	17,000.00	17,000.00	17,000.00	17,000.00	
1032556	5450	PROFESSION	8,236.70	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	
1032556	5452	PER DIEM	10,764.97	12,000.00	12,000.00	12,000.00	12,000.00	12,000.00	
1032556	5457	CANINE EXP	.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	
1032556	5458	BOOKS AND	809.05	500.00	500.00	500.00	500.00	500.00	
1032556	5463	CRIME PREV	6,487.07	7,000.00	7,000.00	4,000.00	.00	.00	
1032556	5464	SPEC INVES	10,500.00	18,000.00	18,000.00	18,000.00	18,000.00	18,000.00	
1032556	5466	DRUG SEIZU	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	
TOTAL MAINTENANCE & OPERATIO			181,677.63	202,500.00	202,500.00	204,500.00	200,500.00	200,500.00	
0034	FIRE								
1034550	PERSONNEL SERVICES								
1034550	5201	SALARIES &	878,960.42	913,089.00	913,089.00	.00	.00	944,016.00	

06/02/2021 15:47
9814jdou

CITY OF SIKESTON, MO
NEXT YEAR BUDGET COMPARISON REPORT

P 12
bgnyrpts

PROJECTION: 20221 FISCAL YEAR 2022, BUDGET PROJECTION NUMBER 1

FOR PERIOD 99

ACCOUNTS FOR:			2020	2021	2021	2022	2022	2022	
GENERAL REVENUE FUND			ACTUAL	ORIG BUD	REVISED BUD	DIVISION	DEPARTMENT	CITY MGR	COMMENT
1034550	5203	OVERTIME	169,232.93	160,000.00	160,000.00	.00	.00	160,000.00	
1034550	5209	ALLOWANCES	15,725.00	17,000.00	17,000.00	.00	.00	17,000.00	
1034550	5213	FICA	75,319.83	80,046.00	80,046.00	.00	.00	80,102.00	
1034550	5215	RETIREMENT	62,836.08	74,126.00	74,126.00	.00	.00	87,439.00	
1034550	5217	HEALTH INS	254,314.92	174,931.00	174,931.00	.00	.00	224,018.00	
1034550	5218	LIFE INSUR	4,079.74	4,554.00	4,554.00	.00	.00	3,521.00	
1034550	5219	WORKERS CO	47,747.52	61,370.00	61,370.00	.00	.00	76,334.00	
1034550	5221	UNEMPLOYME	12.48	.00	.00	.00	.00	.00	
TOTAL PERSONNEL SERVICES			1,508,228.92	1,485,116.00	1,485,116.00	.00	.00	1,592,430.00	
1034554	PROFESSIONAL SERVICES								
1034554	5240	HOMLAND SE	9,419.88	.00	.00	.00	.00	.00	
TOTAL PROFESSIONAL SERVICES			9,419.88	.00	.00	.00	.00	.00	
1034556	MAINTENANCE & OPERATIONS								
1034556	5362	JANITORIAL	4,554.38	4,500.00	4,500.00	4,500.00	4,500.00	4,500.00	
1034556	5370	CHEMICALS-	704.45	2,500.00	2,500.00	4,500.00	4,500.00	4,500.00	
1034556	5386	MINOR EQUI	14,142.01	15,000.00	15,000.00	57,000.00	57,000.00	16,000.00	
1034556	5390	FUEL, LUBE	26,249.25	31,000.00	31,000.00	26,500.00	26,500.00	26,500.00	
1034556	5400	UNIFORMS	5,566.76	7,200.00	7,200.00	3,000.00	3,000.00	3,000.00	
1034556	5450	PROFESSION	7,676.98	5,000.00	5,000.00	4,500.00	4,500.00	4,500.00	
1034556	5452	PER DIEM	2,676.69	7,000.00	7,000.00	3,500.00	3,500.00	3,500.00	
1034556	5458	BOOKS AND	1,456.17	1,250.00	1,250.00	1,700.00	1,700.00	1,700.00	
TOTAL MAINTENANCE & OPERATIO			63,026.69	73,450.00	73,450.00	105,200.00	105,200.00	64,200.00	
0040	PUBLIC WORKS								
0040	DIRECTOR								
1040550	PERSONNEL SERVICES								
1040550	5201	SALARIES &	161,957.33	172,307.00	172,307.00	.00	.00	215,209.00	
1040550	5203	OVERTIME	4,283.37	2,500.00	2,500.00	.00	.00	2,500.00	
1040550	5209	ALLOWANCES	2,363.57	.00	.00	.00	.00	5,000.00	
1040550	5213	FICA	11,322.59	12,708.00	12,708.00	.00	.00	15,857.00	
1040550	5215	RETIREMENT	10,227.97	11,362.00	11,362.00	.00	.00	16,258.00	
1040550	5217	HEALTH INS	49,655.16	34,759.00	34,759.00	.00	.00	46,717.00	
1040550	5218	LIFE INSUR	781.56	855.00	855.00	.00	.00	824.00	
1040550	5219	WORKERS CO	2,085.05	2,263.00	2,263.00	.00	.00	4,679.00	
TOTAL PERSONNEL SERVICES			242,676.60	236,754.00	236,754.00	.00	.00	307,044.00	
1040554	CONTRACTUAL SERVICES								
1040554	5333	CELLULAR S	5,254.56	6,600.00	6,600.00	7,000.00	7,000.00	8,000.00	

06/02/2021 15:47
9814jdou

CITY OF SIKESTON, MO
NEXT YEAR BUDGET COMPARISON REPORT

P 13
bgnyrpts

PROJECTION: 20221 FISCAL YEAR 2022, BUDGET PROJECTION NUMBER 1

FOR PERIOD 99

ACCOUNTS FOR: GENERAL REVENUE FUND			2020 ACTUAL	2021 ORIG BUD	2021 REVISED BUD	2022 DIVISION	2022 DEPARTMENT	2022 CITY MGR	COMMENT
1040554	5339	OTHER CONT	2,887.60	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	
TOTAL CONTRACTUAL SERVICES			8,142.16	9,600.00	9,600.00	10,000.00	10,000.00	11,000.00	
1040556	MAINTENANCE & OPERATIONS								
1040556	5352	OFFICE SUP	2,194.85	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	
1040556	5355	COMP MAINT	1,278.88	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	
1040556	5369	COVID-19	971.99	.00	.00	.00	.00	.00	
1040556	5386	MINOR EQU	1,440.19	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	
1040556	5390	FUEL, LUBE	2,307.89	2,000.00	2,000.00	1,500.00	1,500.00	1,500.00	
1040556	5392	VEH MAINT	249.25	400.00	400.00	400.00	400.00	400.00	
1040556	5400	UNIFORMS	884.99	950.00	950.00	1,250.00	1,250.00	1,700.00	
1040556	5401	SAFETY APP	.00	400.00	400.00	400.00	400.00	400.00	
1040556	5406	FIRST AID	.00	.00	.00	.00	.00	300.00	
1040556	5418	GIS MAINT	625.00	1,500.00	1,500.00	2,500.00	1,500.00	1,500.00	
1040556	5448	CITY MEMB	1,505.76	500.00	500.00	500.00	500.00	500.00	
1040556	5450	PROFESSION	-175.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	
1040556	5451	COMM REPR	425.07	600.00	600.00	600.00	600.00	600.00	
1040556	5452	PER DIEM	1,184.69	1,300.00	1,300.00	1,300.00	1,300.00	1,300.00	
1040556	5458	BOOKS AND	.00	150.00	150.00	150.00	150.00	150.00	
1040556	5460	POSTAGE	65.90	100.00	100.00	100.00	100.00	100.00	
1040556	5461	ADV & PUBL	.00	600.00	600.00	600.00	600.00	300.00	
1040556	5462	PRINTING &	.00	50.00	50.00	50.00	50.00	50.00	
TOTAL MAINTENANCE & OPERATIO			12,959.46	17,800.00	17,800.00	18,600.00	17,600.00	18,050.00	
0042	STREETS								
1042552	PROFESSIONAL SERVICES								
1042552	5245	EMPLOYMENT	.00	100.00	100.00	100.00	100.00	100.00	
TOTAL PROFESSIONAL SERVICES			.00	100.00	100.00	100.00	100.00	100.00	
1042554	CONTRACTUAL SERVICES								
1042554	5298	TIRE REMOV	7,208.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	
1042554	5339	OTHER CONT	.00	.00	.00	.00	60,000.00	60,000.00	
TOTAL CONTRACTUAL SERVICES			7,208.00	3,000.00	3,000.00	3,000.00	63,000.00	63,000.00	
1042556	MAINTENANCE & OPERATIONS								
1042556	5352	OFFICE SUP	716.36	900.00	900.00	1,200.00	1,200.00	1,200.00	
1042556	5355	COMP MAINT	463.19	400.00	400.00	400.00	400.00	400.00	

06/02/2021 15:47
9814jdou

CITY OF SIKESTON, MO
NEXT YEAR BUDGET COMPARISON REPORT

P 14
bgnyrpts

PROJECTION: 20221 FISCAL YEAR 2022, BUDGET PROJECTION NUMBER 1

FOR PERIOD 99

ACCOUNTS FOR:			2020	2021	2021	2022	2022	2022	
GENERAL REVENUE FUND			ACTUAL	ORIG BUD	REVISED BUD	DIVISION	DEPARTMENT	CITY MGR	COMMENT
1042556	5362	JANITORIAL	118.40	300.00	300.00	300.00	300.00	300.00	
1042556	5366	CHEMICALS-	14,804.88	15,000.00	15,000.00	20,000.00	20,000.00	20,000.00	
1042556	5386	MINOR EQUI	.00	.00	.00	.00	.00	.00	
1042556	5400	UNIFORMS	4,505.83	4,800.00	4,800.00	4,800.00	4,800.00	5,300.00	
1042556	5401	SAFETY APP	373.91	500.00	500.00	500.00	500.00	500.00	
1042556	5404	SAFETY EQU	49.20	200.00	200.00	200.00	200.00	200.00	
1042556	5406	FIRST AID	53.80	2,000.00	2,000.00	300.00	300.00	300.00	
1042556	5411	RADIO MAIN	.00	.00	.00	.00	.00	.00	
1042556	5418	GIS MAINT	.00	.00	.00	.00	4,000.00	4,000.00	
1042556	5422	FOOD FOR E	1,319.26	1,600.00	1,600.00	1,600.00	1,600.00	1,600.00	
1042556	5450	PROFESSION	20.00	2,800.00	2,800.00	2,800.00	2,800.00	2,800.00	
1042556	5452	PER DIEM	.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	
1042556	5458	BOOKS AND	217.27	150.00	150.00	150.00	150.00	150.00	
1042556	5461	ADV & PUBL	483.92	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	
1042556	5683	BARRICADES	4,580.02	5,000.00	5,000.00	5,000.00	5,000.00	9,200.00	
TOTAL MAINTENANCE & OPERATIO			27,706.04	36,650.00	36,650.00	40,250.00	44,250.00	48,950.00	
0043	GARAGE								
1043550	PERSONNEL SERVICES								
1043550	5201	SALARIES &	97,625.26	95,945.00	95,945.00	.00	.00	103,754.00	
1043550	5203	OVERTIME	230.55	300.00	300.00	.00	.00	300.00	
1043550	5213	FICA	6,851.80	7,074.00	7,074.00	.00	.00	7,552.00	
1043550	5215	RETIREMENT	6,180.27	6,256.00	6,256.00	.00	.00	7,596.00	
1043550	5217	HEALTH INS	21,563.16	15,094.00	15,094.00	.00	.00	16,172.00	
1043550	5218	LIFE INSUR	377.76	500.00	500.00	.00	.00	401.00	
1043550	5219	WORKERS CO	2,330.00	3,000.00	3,000.00	.00	.00	2,838.00	
TOTAL PERSONNEL SERVICES			135,158.80	128,169.00	128,169.00	.00	.00	138,613.00	
1043556	MAINTENANCE & OPERATIONS								
1043556	5352	OFFICE SUP	268.32	200.00	200.00	200.00	200.00	200.00	
1043556	5355	COMP MAINT	.00	200.00	200.00	200.00	200.00	200.00	
1043556	5362	JANITORIAL	1,343.51	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	
1043556	5386	MINOR EQUI	2,239.08	2,300.00	2,300.00	2,300.00	2,300.00	2,300.00	
1043556	5390	FUEL, LUBE	1,126.09	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	
1043556	5392	VEHICLE MA	.00	250.00	250.00	250.00	250.00	250.00	
1043556	5400	UNIFORMS	768.45	1,600.00	1,600.00	1,600.00	1,600.00	1,600.00	
1043556	5401	SAFETY APP	.00	150.00	150.00	150.00	150.00	150.00	
1043556	5404	SAFETY EQU	.00	500.00	500.00	500.00	500.00	500.00	
1043556	5406	FIRST AID	.00	200.00	200.00	200.00	200.00	200.00	

06/02/2021 15:47
9814jdou

CITY OF SIKESTON, MO
NEXT YEAR BUDGET COMPARISON REPORT

P 15
bgnyrpts

PROJECTION: 20221 FISCAL YEAR 2022, BUDGET PROJECTION NUMBER 1

FOR PERIOD 99

ACCOUNTS FOR: GENERAL REVENUE FUND			2020 ACTUAL	2021 ORIG BUD	2021 REVISED BUD	2022 DIVISION	2022 DEPARTMENT	2022 CITY MGR	COMMENT
1043556	5450	PROFESSION	.00	500.00	500.00	500.00	500.00	500.00	
1043556	5452	PER DIEM	.00	500.00	500.00	500.00	500.00	500.00	
TOTAL MAINTENANCE & OPERATIO			5,745.45	8,900.00	8,900.00	8,900.00	8,900.00	8,900.00	
0045	COMMUNITY DEVELOPMENT								
0041	SEASONAL MOWING								
1041550	PERSONNEL SERVICES								
1041550	5201	SAL & WAGE	28,437.66	37,920.00	37,920.00	.00	.00	27,456.00	
1041550	5203	OVERTIME	.00	.00	.00	.00	.00	.00	
1041550	5213	FICA	2,138.75	2,901.00	2,901.00	.00	.00	2,100.00	
1041550	5219	W/C INS	900.51	2,704.00	2,704.00	.00	.00	2,369.00	
1041550	5221	UNEMP COMP	3,759.90	.00	.00	.00	.00	.00	
TOTAL PERSONNEL SERVICES			35,236.82	43,525.00	43,525.00	.00	.00	31,925.00	
1041552	PROFESSIONAL SERVICES								
1041552	5245	EMPL FEES	60.00	.00	.00	.00	.00	.00	
TOTAL PROFESSIONAL SERVICES			60.00	.00	.00	.00	.00	.00	
1041554	CONTRACTUAL SERVICES								
1041554	5322	PROP DEMO	.00	.00	.00	.00	.00	.00	
TOTAL CONTRACTUAL SERVICES			.00	.00	.00	.00	.00	.00	
1041556	MAINTENANCE & OPERATIONS								
1041556	5366	CHEM/GRNDS	.00	200.00	200.00	200.00	200.00	200.00	
1041556	5386	MINOR EQU	8,341.36	5,500.00	5,500.00	5,500.00	5,500.00	5,500.00	
1041556	5390	FUEL, LUBE	2,269.44	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	
1041556	5416	EQU MAINT	536.95	600.00	600.00	600.00	600.00	600.00	
TOTAL MAINTENANCE & OPERATIO			11,147.75	8,800.00	8,800.00	8,800.00	8,800.00	8,800.00	
1041558	SEASONAL MOWING								
1041558	5607	PICKUP	16,101.75	.00	.00	.00	.00	.00	
TOTAL SEASONAL MOWING			16,101.75	.00	.00	.00	.00	.00	
0045	PLANNING								
1045550	PERSONNEL SERVICES								
1045550	5201	SALARIES &	215,540.21	247,543.00	247,543.00	.00	.00	268,392.00	

06/02/2021 15:47
9814jdou

CITY OF SIKESTON, MO
NEXT YEAR BUDGET COMPARISON REPORT

P 16
bgnyrpts

PROJECTION: 20221 FISCAL YEAR 2022, BUDGET PROJECTION NUMBER 1

FOR PERIOD 99

ACCOUNTS FOR:			2020	2021	2021	2022	2022	2022	
GENERAL REVENUE FUND			ACTUAL	ORIG BUD	REVISED BUD	DIVISION	DEPARTMENT	CITY MGR	COMMENT
1045550	5203	OVERTIME	9,836.05	2,000.00	2,000.00	.00	.00	2,000.00	
1045550	5213	FICA	15,091.28	17,974.00	17,974.00	.00	.00	18,975.00	
1045550	5215	RETIREMENT	12,121.92	16,220.00	16,220.00	.00	.00	19,739.00	
1045550	5217	HEALTH INS	72,104.19	58,373.00	58,373.00	.00	.00	67,745.00	
1045550	5218	LIFE INSUR	1,054.10	1,134.00	1,134.00	.00	.00	1,229.00	
1045550	5219	WORKERS CO	5,768.93	11,050.00	11,050.00	.00	.00	12,461.00	
TOTAL PERSONNEL SERVICES			331,516.68	354,294.00	354,294.00	.00	.00	390,541.00	
1045552	PROFESSIONAL SERVICES								
1045552	5234	ARC/ENG FE	112.50	10,000.00	10,000.00	.00	.00	5,000.00	
1045552	5245	EMPL FEES	.00	100.00	100.00	.00	.00	100.00	
TOTAL PROFESSIONAL SERVICES			112.50	10,100.00	10,100.00	.00	.00	5,100.00	
1045554	CONTRACTUAL SERVICES								
1045554	5280	EMER MOWI	.00	1,000.00	1,000.00	.00	.00	.00	
1045554	5292	TITLE SEAR	3,600.00	3,600.00	3,600.00	.00	.00	3,600.00	
1045554	5300	RENT & LEA	.00	.00	.00	.00	.00	.00	
1045554	5333	CELLU SER	5,099.65	6,000.00	6,000.00	.00	.00	7,000.00	
1045554	5339	OTHR CONTR	1,268.73	2,000.00	2,000.00	.00	.00	2,000.00	
1045554	5367	DEBRIS REM	.00	2,500.00	2,500.00	.00	.00	2,500.00	
TOTAL CONTRACTUAL SERVICES			9,968.38	15,100.00	15,100.00	.00	.00	15,100.00	
1045556	MAINTENANCE & OPERATIONS								
1045556	5352	OFFICE SUP	2,704.38	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	
1045556	5355	COMPUTER M	95.69	600.00	600.00	600.00	600.00	5,600.00	
1045556	5361	GROUND MAI	1,700.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	
1045556	5379	MISCELLANE	116.32	2,100.00	2,100.00	500.00	500.00	500.00	
1045556	5386	MINOR EQUI	1,428.11	500.00	500.00	500.00	500.00	500.00	
1045556	5390	FUEL, LUBE	5,025.66	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	
1045556	5392	VEHICLE MA	2,971.92	.00	.00	.00	.00	.00	
1045556	5400	UNIFORMS	1,628.88	2,700.00	2,700.00	2,700.00	2,700.00	2,700.00	
1045556	5401	SAFETY APP	129.99	300.00	300.00	300.00	300.00	300.00	
1045556	5411	RADIO MAIN	.00	100.00	100.00	100.00	100.00	.00	
1045556	5450	PROFESSION	15,930.19	7,500.00	7,500.00	7,500.00	7,500.00	7,500.00	
1045556	5452	PER DIEM	3,430.73	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	
1045556	5458	BOOKS AND	1,147.76	4,000.00	4,000.00	1,000.00	1,000.00	1,000.00	
1045556	5460	POSTAGE	3,248.85	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	
1045556	5461	ADVERTISIN	3,002.92	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	
1045556	5462	PRINTING A	.00	300.00	300.00	300.00	300.00	300.00	
TOTAL MAINTENANCE & OPERATIO			42,561.40	36,600.00	36,600.00	32,000.00	32,000.00	36,900.00	
0046	ANIMAL CONTROL								
1046550	PERSONNEL SERVICES								
1046550	5201	SALARIES &	90,421.73	87,425.00	87,425.00	.00	.00	105,935.00	

06/02/2021 15:47
9814jdou

CITY OF SIKESTON, MO
NEXT YEAR BUDGET COMPARISON REPORT

P 17
bgnyrpts

PROJECTION: 20221 FISCAL YEAR 2022, BUDGET PROJECTION NUMBER 1

FOR PERIOD 99

ACCOUNTS FOR:			2020	2021	2021	2022	2022	2022	
GENERAL REVENUE FUND			ACTUAL	ORIG BUD	REVISED BUD	DIVISION	DEPARTMENT	CITY MGR	COMMENT
1046550	5203	OVERTIME	4,898.60	5,000.00	5,000.00	.00	.00	5,000.00	
1046550	5213	FICA	6,999.30	6,803.00	6,803.00	.00	.00	8,108.00	
1046550	5215	RETIREMENT	3,290.28	6,008.00	6,008.00	.00	.00	8,098.00	
1046550	5217	HEALTH INS	12,021.43	13,982.00	13,982.00	.00	.00	14,981.00	
1046550	5218	LIFE INSUR	264.96	221.00	221.00	.00	.00	291.00	
1046550	5219	WORKERS CO	1,351.56	1,706.00	1,706.00	.00	.00	2,185.00	
1046550	5221	UNEMPLOYME	.00	.00	.00	.00	.00	.00	
TOTAL PERSONNEL SERVICES			119,247.86	121,145.00	121,145.00	.00	.00	144,598.00	
1046552	PROFESSIONAL SERVICES								
1046552	5245	EMPLOYMENT	364.00	300.00	300.00	.00	.00	.00	
TOTAL PROFESSIONAL SERVICES			364.00	300.00	300.00	.00	.00	.00	
1046554	CONTRACTUAL SERVICES								
1046554	5285	CC FEES	444.89	300.00	300.00	300.00	300.00	300.00	
1046554	5302	MOWING	2,300.00	2,100.00	2,100.00	.00	.00	.00	
1046554	5333	CELLU SER	1,817.63	1,900.00	1,900.00	1,900.00	1,900.00	1,900.00	
TOTAL CONTRACTUAL SERVICES			4,562.52	4,300.00	4,300.00	2,200.00	2,200.00	2,200.00	
1046556	MAINTENANCE & OPERATIONS								
1046556	5352	OFFICE SUP	1,374.31	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	
1046556	5355	COMP MAINT	1,237.25	.00	.00	1,600.00	1,600.00	1,600.00	
1046556	5358	BUILDING M	1,790.29	500.00	500.00	750.00	750.00	750.00	
1046556	5360	GROUNDS MA	.00	1,000.00	1,000.00	500.00	500.00	500.00	
1046556	5362	JANITORIAL	1,395.13	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	
1046556	5368	CHEMICALS-	.00	.00	.00	.00	.00	.00	
1046556	5371	VET EXPENS	32,369.29	28,000.00	28,000.00	25,000.00	25,000.00	25,000.00	
1046556	5386	MINOR EQUI	540.65	2,000.00	2,000.00	4,000.00	4,000.00	2,000.00	
1046556	5390	FUEL, LUBE	2,424.23	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	
1046556	5392	VEHICLE MA	337.48	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	
1046556	5400	UNIFORMS	1,117.40	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	
1046556	5401	SAFETY APP	329.57	200.00	200.00	200.00	200.00	200.00	
1046556	5406	FIRST AID	.00	100.00	100.00	100.00	100.00	100.00	
1046556	5422	FOOD/EMPLO	111.13	100.00	100.00	100.00	100.00	100.00	
1046556	5424	FOOD FOR A	2,367.38	4,000.00	4,000.00	3,000.00	3,000.00	3,000.00	
1046556	5428	FUNDRAISIN	1,828.16	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	
1046556	5450	PROFESSION	1,232.68	1,000.00	1,000.00	1,500.00	1,500.00	1,500.00	
1046556	5452	PER DIEM	382.43	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	
1046556	5461	ADV & PUBL	506.23	800.00	800.00	800.00	800.00	800.00	
TOTAL MAINTENANCE & OPERATIO			49,343.61	53,200.00	53,200.00	53,050.00	53,050.00	51,050.00	
0085	OTHER FINANCING SOURCES								
0085	OTHER FINANCING SOURCES								

06/02/2021 15:47
9814jdou

CITY OF SIKESTON, MO
NEXT YEAR BUDGET COMPARISON REPORT

P 18
bgnyrpts

PROJECTION: 20221 FISCAL YEAR 2022, BUDGET PROJECTION NUMBER 1

FOR PERIOD 99

ACCOUNTS FOR: GENERAL REVENUE FUND			2020 ACTUAL	2021 ORIG BUD	2021 REVISED BUD	2022 DIVISION	2022 DEPARTMENT	2022 CITY MGR	COMMENT
1085460	OTHER FINANCING SOURCES								
1085460	4850	0020/DPS	-1,549,984.00	-1,561,613.00	-1,561,613.00	.00	.00	-1,638,600.00	
1085460	4851	0020/DPW	-1,549,984.00	-1,561,613.00	-1,561,613.00	.00	.00	-1,638,600.00	
1085460	4856	XFER FR SX	.00	.00	.00	.00	.00	.00	
1085460	4859	XFER CITY	-3,142.30	.00	.00	.00	.00	.00	
1085460	4860	TRANS TST	-121,136.00	-116,786.00	-116,786.00	.00	.00	-76,761.00	
1085460	4861	XFER F PAR	.00	.00	.00	.00	.00	.00	
1085460	4863	LOAN PROCE	.00	.00	.00	.00	.00	.00	
TOTAL OTHER FINANCING SOURCE			-3,224,246.30	-3,240,012.00	-3,240,012.00	.00	.00	-3,353,961.00	
0087	OTHER FINANCING USES								
0087	OTHER FINANCING USES								
1087562	OTHER FINANCING USES								
1087562	5874	XFER TST	.00	68,000.00	68,000.00	.00	.00	.00	
1087562	5876	TRANS 0075	670,000.00	.00	.00	.00	.00	440,700.00	
1087562	5877	TRANSFER T	201,698.00	223,852.23	223,852.23	.00	.00	200,000.00	
1087562	5878	TRANSFER T	6,000.00	.00	.00	.00	.00	.00	
1087562	5879	TRANS M/CT	37,604.00	42,644.00	42,644.00	.00	.00	18,367.00	
1087562	5881	XFER E911	429,514.00	460,073.00	460,073.00	.00	.00	571,538.00	
1087562	5891	XFER AIRPO	126,135.00	55,684.39	55,684.39	.00	.00	178,850.00	
1087562	5897	XFER BLG R	.00	.00	.00	.00	.00	212,808.00	
1087562	5898	TRANS SAHE	56,996.00	.00	.00	.00	.00	.00	
TOTAL OTHER FINANCING USES			1,527,947.00	850,253.62	850,253.62	.00	.00	1,622,263.00	
TOTAL GENERAL REVENUE FUND			356,923.04	-147,886.78	-147,886.78	1,390,280.00	1,527,630.00	440,151.48	

06/02/2021 15:47
9814jdou

CITY OF SIKESTON, MO
NEXT YEAR BUDGET COMPARISON REPORT

P 19
bgnyrpts

PROJECTION: 20221 FISCAL YEAR 2022, BUDGET PROJECTION NUMBER 1

FOR PERIOD 99

ACCOUNTS FOR:		2020	2021	2021	2022	2022	2022	
DRUG SEIZURE FUND		ACTUAL	ORIG BUD	REVISED BUD	DIVISION	DEPARTMENT	CITY MGR	COMMENT
0010 GENERAL GOVERNMENT								
0010 GENERAL GOVERNMENT								
1610432	4149 INT INCOME	-937.68	.00	.00	.00	.00	.00	
1610432	4152 SEIZURE FU	-4,235.78	.00	.00	.00	.00	.00	
TOTAL MISCELLANEOUS REVENUE		-5,173.46	.00	.00	.00	.00	.00	
0030 PUBLIC SAFETY								
0032 PATROL								
1632556 MAINTENANCE & OPERATIONS								
1632556	5380 INVEST RES	.00	.00	.00	.00	.00	.00	
1632556	5450 PRO DEVEL	19,767.91	.00	.00	.00	.00	.00	
1632556	5452 PER DIEM	.00	.00	.00	.00	.00	.00	
TOTAL MAINTENANCE & OPERATIO		19,767.91	.00	.00	.00	.00	.00	
1632558 CAPITAL OUTLAYS								
1632558	5607 PICKUP	.00	.00	.00	.00	.00	.00	
1632558	5630 EQUIPMENT	31,437.16	.00	.00	.00	.00	.00	
TOTAL CAPITAL OUTLAYS		31,437.16	.00	.00	.00	.00	.00	
0085 OTHER FINANCING SOURCES								
0085 OTHER FINANCING SOURCES								
1685460 OTHER FINANCING SOURCES								
1685460	4849 0010 TRANS	.00	.00	.00	.00	.00	.00	
TOTAL OTHER FINANCING SOURCE		.00	.00	.00	.00	.00	.00	
TOTAL DRUG SEIZURE FUND		46,031.61	.00	.00	.00	.00	.00	

06/02/2021 15:47
9814jdou

CITY OF SIKESTON, MO
NEXT YEAR BUDGET COMPARISON REPORT

P 20
bgnyrpts

PROJECTION: 20221 FISCAL YEAR 2022, BUDGET PROJECTION NUMBER 1

FOR PERIOD 99

ACCOUNTS FOR:		2020	2021	2021	2022	2022	2022	
EMPLOYEE HEALTH INSURANCE FUND		ACTUAL	ORIG BUD	REVISED BUD	DIVISION	DEPARTMENT	CITY MGR	COMMENT
0009	BOARD OF MUNICIPAL UTILITIES							
0009	BOARD OF MUNICIPAL UTILITIES							
1709432	4149 INT INCOME	.00	.00	.00	.00	.00	.00	
	TOTAL MISCELLANEOUS REVENUE	.00	.00	.00	.00	.00	.00	
1709554	CONTRACTUAL SERVICES							
1709554	5289 HEALTH CLA	-63.60	.00	.00	.00	.00	.00	
	TOTAL CONTRACTUAL SERVICES	-63.60	.00	.00	.00	.00	.00	
0010	GENERAL GOVERNMENT							
0010	GENERAL GOVERNMENT							
1710432	MISCELLANEOUS REVENUE							
1710432	4145 PHARM REBA	-8,351.71	.00	.00	.00	.00	.00	
1710432	4147 MISC REV	-69,080.00	.00	.00	.00	.00	.00	
1710432	4149 INT INCOME	-29,247.22	.00	.00	.00	.00	.00	
	TOTAL MISCELLANEOUS REVENUE	-106,678.93	.00	.00	.00	.00	.00	
1710554	CONTRACTUAL SERVICES							
1710554	5287 STOP LOSS	388,268.73	.00	.00	.00	.00	.00	
1710554	5288 ADMIN FEE	165,400.18	.00	.00	.00	.00	.00	
1710554	5289 HEALTH CLA	1,037,637.71	.00	.00	.00	.00	.00	
1710554	5425 EMP WELLNE	4,116.22	.00	.00	.00	.00	.00	
	TOTAL CONTRACTUAL SERVICES	1,595,422.84	.00	.00	.00	.00	.00	
1710556	MAINTENANCE & OPERATIONS							
1710556	5216 WELLNESS	241.25	.00	.00	.00	.00	.00	
	TOTAL MAINTENANCE & OPERATIO	241.25	.00	.00	.00	.00	.00	
0085	OTHER FINANCING SOURCES							
0085	OTHER FINANCING SOURCES							
1785460	OTHER FINANCING SOURCES							
1785460	4858 BMU TRANSF	.00	.00	.00	.00	.00	.00	

06/02/2021 15:47
 9814jdou

CITY OF SIKESTON, MO
 NEXT YEAR BUDGET COMPARISON REPORT

P 21
 bgnyrpts

PROJECTION: 20221 FISCAL YEAR 2022, BUDGET PROJECTION NUMBER 1

FOR PERIOD 99

ACCOUNTS FOR:			2020	2021	2021	2022	2022	2022	
EMPLOYEE HEALTH INSURANCE FUND			ACTUAL	ORIG BUD	REVISED BUD	DIVISION	DEPARTMENT	CITY MGR	COMMENT
1785460	4859	XFER CITY	-1,778,304.04	.00	.00	.00	.00	.00	
		TOTAL OTHER FINANCING SOURCE	-1,778,304.04	.00	.00	.00	.00	.00	
		TOTAL EMPLOYEE HEALTH INSURA	-289,382.48	.00	.00	.00	.00	.00	

06/02/2021 15:47
9814jdou

CITY OF SIKESTON, MO
NEXT YEAR BUDGET COMPARISON REPORT

P 22
bgnyrpts

PROJECTION: 20221 FISCAL YEAR 2022, BUDGET PROJECTION NUMBER 1

FOR PERIOD 99

ACCOUNTS FOR: SALES TAX FUND	2020 ACTUAL	2021 ORIG BUD	2021 REVISED BUD	2022 DIVISION	2022 DEPARTMENT	2022 CITY MGR	COMMENT
0000							
0000							
2000412 4020 SALES TAX	-3,296,591.13	-3,150,000.00	-3,150,000.00	.00	.00	-3,300,000.00	
TOTAL SALES TAX	-3,296,591.13	-3,150,000.00	-3,150,000.00	.00	.00	-3,300,000.00	
2000432 MISCELLANEOUS REVENUE							
2000432 4149 INT INCOME	-14,008.41	-13,528.00	-13,528.00	.00	.00	-17,000.00	
TOTAL MISCELLANEOUS REVENUE	-14,008.41	-13,528.00	-13,528.00	.00	.00	-17,000.00	
2000554 CONTRACTUAL SERVICES							
2000554 5257 MALCO EATS	9,058.00	6,000.00	6,000.00	.00	.00	7,000.00	
2000554 5346 EATS	21,492.00	26,500.00	26,500.00	.00	.00	25,000.00	
2000554 5349 EATS COLTO	6,974.00	7,800.00	7,800.00	.00	.00	7,800.00	
TOTAL CONTRACTUAL SERVICES	37,524.00	40,300.00	40,300.00	.00	.00	39,800.00	
0087 OTHER FINANCING USES							
0087 OTHER FINANCING USES							
2087562 OTHER FINANCING USES							
2087562 5882 TRANS GEN	1,549,984.00	1,561,613.00	1,561,613.00	.00	.00	1,638,600.00	
2087562 5883 TRANS GEN	1,549,984.00	1,561,613.00	1,561,613.00	.00	.00	1,638,600.00	
TOTAL OTHER FINANCING USES	3,099,968.00	3,123,226.00	3,123,226.00	.00	.00	3,277,200.00	
TOTAL SALES TAX FUND	-173,107.54	-2.00	-2.00	.00	.00	.00	

06/02/2021 15:47
9814jdou

CITY OF SIKESTON, MO
NEXT YEAR BUDGET COMPARISON REPORT

P 23
bgnyrpts

PROJECTION: 20221 FISCAL YEAR 2022, BUDGET PROJECTION NUMBER 1

FOR PERIOD 99

ACCOUNTS FOR:			2020	2021	2021	2022	2022	2022	
TRANSPORTATION SALES TAX			ACTUAL	ORIG BUD	REVISED BUD	DIVISION	DEPARTMENT	CITY MGR	COMMENT
<hr/>									
0000									
<hr/>									
0000									
2500412	4020	SALES TAX	-1,647,423.11	-1,575,000.00	-1,575,000.00	.00	.00	-1,650,000.00	
TOTAL SALES TAX			-1,647,423.11	-1,575,000.00	-1,575,000.00	.00	.00	-1,650,000.00	
<hr/>									
2500426	CHARGES	FOR SERVICES							
2500426	4097	CLERK FEES	-45.00	.00	.00	.00	.00	-30.00	
TOTAL CHARGES FOR SERVICES			-45.00	.00	.00	.00	.00	-30.00	
<hr/>									
2500432	MISCELLANEOUS REVENUE								
2500432	4147	MISCELLANE	-3,484.44	-100.00	-100.00	.00	.00	-100.00	
2500432	4149	INTEREST I	-13,041.25	-12,000.00	-12,000.00	.00	.00	-15,000.00	
TOTAL MISCELLANEOUS REVENUE			-16,525.69	-12,100.00	-12,100.00	.00	.00	-15,100.00	
<hr/>									
2500434	GRANT REVENUES								
2500434	4210	GO COST SH	.00	.00	.00	.00	.00	.00	
2500434	4213	DIS MITIG	.00	.00	.00	.00	400,000.00	-400,000.00	
2500434	4219	ST CDBG	.00	.00	.00	.00	400,000.00	-400,000.00	
TOTAL GRANT REVENUES			.00	.00	.00	.00	800,000.00	-800,000.00	
<hr/>									
2585460	OTHER FINANCING SOURCES								
2585460	4849	0010 TRANS	.00	-68,000.00	-68,000.00	.00	.00	.00	
2585460	4857	0075 XFER	.00	.00	.00	.00	.00	.00	
2585460	4863	LOAN PROCE	.00	-4,858,520.00	-4,858,520.00	.00	.00	.00	
2585460	4865	XFER CPST	.00	.00	.00	.00	.00	-150,000.00	
TOTAL OTHER FINANCING SOURCE			.00	-4,926,520.00	-4,926,520.00	.00	.00	-150,000.00	
<hr/>									
0040	PUBLIC WORKS								
<hr/>									
0042	STREETS								
<hr/>									
2542550	PERSONNEL SERVICES								
2542550	5201	SAL & WAGE	322,503.41	339,889.00	339,889.00	.00	.00	391,419.00	
2542550	5203	OVERTIME	14,368.86	15,000.00	15,000.00	.00	.00	15,000.00	

06/02/2021 15:47
9814jdou

CITY OF SIKESTON, MO
NEXT YEAR BUDGET COMPARISON REPORT

P 24
bgnyrpts

PROJECTION: 20221 FISCAL YEAR 2022, BUDGET PROJECTION NUMBER 1

FOR PERIOD 99

ACCOUNTS FOR:			2020	2021	2021	2022	2022	2022	
TRANSPORTATION SALES TAX			ACTUAL	ORIG BUD	REVISED BUD	DIVISION	DEPARTMENT	CITY MGR	COMMENT
2542550	5213	FICA	22,028.54	25,270.00	25,270.00	.00	.00	28,132.00	
2542550	5215	LAGERS	20,874.00	22,743.00	22,743.00	.00	.00	29,304.00	
2542550	5217	HEALTH INS	136,969.69	98,271.00	98,271.00	.00	.00	117,190.00	
2542550	5218	LIFE INS	1,600.92	1,719.00	1,719.00	.00	.00	1,521.00	
2542550	5219	W/C INS	18,662.98	24,947.00	24,947.00	.00	.00	34,642.00	
2542550	5221	UNEMP COMP	.00	.00	.00	.00	.00	.00	
TOTAL PERSONNEL SERVICES			537,008.40	527,839.00	527,839.00	.00	.00	617,208.00	
2542554	CONTRACTUAL SERVICES								
2542554	5234	ARC/ENG FE	877.50	7,000.00	7,000.00	.00	10,000.00	10,000.00	
2542554	5257	MALCO EATS	4,530.00	3,525.00	3,525.00	.00	.00	.00	
2542554	5302	MOWING	33,924.00	18,300.00	18,300.00	.00	18,300.00	18,300.00	
2542554	5346	EATS	10,746.00	13,300.00	13,300.00	.00	.00	.00	
2542554	5349	EATS COLTO	3,487.00	4,400.00	4,400.00	.00	.00	.00	
TOTAL CONTRACTUAL SERVICES			53,564.50	46,525.00	46,525.00	.00	28,300.00	28,300.00	
2542556	MAINTENANCE & OPERATIONS								
2542556	5358	BLDG MAINT	12,939.34	19,200.00	19,200.00	.00	18,500.00	18,500.00	
2542556	5366	CHEMICALS-	15,365.91	15,000.00	15,000.00	.00	20,000.00	20,000.00	
2542556	5382	CONSTRUCTI	12,803.78	17,000.00	17,000.00	.00	17,000.00	17,000.00	
2542556	5384	STREET REP	19,953.53	26,000.00	26,000.00	.00	40,000.00	40,000.00	
2542556	5386	MINOR EQUI	11,712.22	12,000.00	12,000.00	.00	12,000.00	12,000.00	
2542556	5390	FUEL, LUBE	26,782.51	35,500.00	35,500.00	.00	40,000.00	40,000.00	
2542556	5392	VEHICLE MA	10,468.24	10,000.00	10,000.00	.00	15,000.00	15,000.00	
2542556	5403	STREET SIG	10,517.13	10,000.00	10,000.00	.00	10,000.00	10,000.00	
2542556	5411	RADIO MAIN	245.25	250.00	250.00	.00	250.00	250.00	
2542556	5415	CRACKSEAL	8,745.00	.00	.00	.00	5,000.00	5,000.00	
2542556	5416	EQUIPMENT	55,912.60	40,000.00	40,000.00	.00	40,000.00	40,000.00	
2542556	5417	DITCH MAIN	72,163.88	45,000.00	45,000.00	.00	45,000.00	45,000.00	
TOTAL MAINTENANCE & OPERATIO			257,609.39	229,950.00	229,950.00	.00	262,750.00	262,750.00	
2542558	CAPITAL OUTLAYS								
2542558	5607	TRUCK: PIC	.00	31,000.00	31,000.00	.00	.00	50,000.00	
2542558	5614	SPREADERS	.00	.00	.00	.00	.00	.00	
2542558	5617	STREET SWE	1,491.63	5,000.00	5,000.00	.00	5,000.00	5,000.00	
2542558	5625	TRACTOR: 3	.00	.00	.00	.00	.00	.00	
2542558	5628	POT-HOLE P	.00	.00	.00	.00	.00	.00	
2542558	5669	DIS MITIGA	.00	.00	.00	.00	500,000.00	500,000.00	
2542558	5678	STRT CDBG	.00	.00	.00	.00	500,000.00	500,000.00	
2542558	5691	INGRAM OVE	10,000.00	4,858,520.00	4,858,520.00	.00	10,846,840.00	.00	

06/02/2021 15:47
 9814jdou

 CITY OF SKESTON, MO
 NEXT YEAR BUDGET COMPARISON REPORT

 P 25
 bgnyrpts

PROJECTION: 20221 FISCAL YEAR 2022, BUDGET PROJECTION NUMBER 1

FOR PERIOD 99

ACCOUNTS FOR:			2020	2021	2021	2022	2022	2022	
TRANSPORTATION SALES TAX			ACTUAL	ORIG BUD	REVISED BUD	DIVISION	DEPARTMENT	CITY MGR	COMMENT
2542558	5730	10YR EQUIP	36,004.12	20,000.00	20,000.00	.00	18,000.00	68,000.00	
2542558	5733	STORM WATE	9,486.45	10,000.00	10,000.00	.00	10,000.00	10,000.00	
2542558	5734	STREETS &	213,128.47	600,000.00	600,000.00	.00	800,000.00	850,000.00	
2542558	5749	11-0198-HA	.00	.00	.00	.00	.00	.00	
2542558	5750	WALKING TR	.00	.00	.00	.00	.00	.00	
TOTAL CAPITAL OUTLAYS			270,110.67	5,524,520.00	5,524,520.00	.00	12,679,840.00	1,983,000.00	
0087	OTHER FINANCING USES								
0087	OTHER FINANCING USES								
2587562	OTHER FINANCING USES								
2587562	5863	LOAN PAYME	.00	68,000.00	68,000.00	.00	.00	.00	
2587562	5887	XFER GEN R	121,136.00	116,786.00	116,786.00	.00	.00	76,761.00	
TOTAL OTHER FINANCING USES			121,136.00	184,786.00	184,786.00	.00	.00	76,761.00	
TOTAL TRANSPORTATION SALES T			-424,564.84	.00	.00	.00	13,770,890.00	352,889.00	

06/02/2021 15:47
9814jdou

CITY OF SIKESTON, MO
NEXT YEAR BUDGET COMPARISON REPORT

P 26
bgnyrpts

PROJECTION: 20221 FISCAL YEAR 2022, BUDGET PROJECTION NUMBER 1

FOR PERIOD 99

ACCOUNTS FOR: ECONOMIC DEVELOPMENT	2020 ACTUAL	2021 ORIG BUD	2021 REVISED BUD	2022 DIVISION	2022 DEPARTMENT	2022 CITY MGR	COMMENT
0050 ECONOMIC DEVELOPMENT							
0015 ECONOMIC DEVELOPMENT							
3015432 4149 INTEREST I	-1,469.36	-1,393.00	-1,393.00	.00	.00	-1,500.00	
TOTAL MISCELLANEOUS REVENUE	-1,469.36	-1,393.00	-1,393.00	.00	.00	-1,500.00	
3015554 CONTRACTUAL SERVICES							
3015554 5286 PROP INS	.00	.00	.00	.00	.00	.00	
3015554 5339 OTHER CONT	225,000.00	225,000.00	225,000.00	.00	.00	225,000.00	
TOTAL CONTRACTUAL SERVICES	225,000.00	225,000.00	225,000.00	.00	.00	225,000.00	
3015556 MAINTENANCE & OPERATIONS							
3015556 5358 BLDG MAINT	.00	.00	.00	.00	.00	.00	
3015556 5364 INDUSTRIAL	.00	14,385.00	14,385.00	.00	.00	14,385.00	
3015556 5421 CORP GAMES	.00	.00	.00	.00	.00	3,000.00	
3015556 5448 CITY MEMBE	4,895.40	5,000.00	5,000.00	.00	.00	5,000.00	
3015556 5450 PROFESSION	.00	2,393.00	2,393.00	.00	.00	1,893.00	
3015556 5451 COMMUNITY	281.26	1,000.00	1,000.00	.00	.00	1,500.00	
3015556 5460 POSTAGE	.00	315.00	315.00	.00	.00	315.00	
3015556 5461 ADVERTISIN	137.18	300.00	300.00	.00	.00	300.00	
TOTAL MAINTENANCE & OPERATIO	5,313.84	23,393.00	23,393.00	.00	.00	26,393.00	
0085 OTHER FINANCING SOURCES							
0085 OTHER FINANCING SOURCES							
3085460 OTHER FINANCING SOURCES							
3085460 4858 BMU TRANSF	-249,999.96	-250,000.00	-250,000.00	.00	.00	-250,000.00	
TOTAL OTHER FINANCING SOURCE	-249,999.96	-250,000.00	-250,000.00	.00	.00	-250,000.00	
0087 OTHER FINANCING USES							
0087 OTHER FINANCING USES							
3087562 OTHER FINANCING USES							
3087562 5877 TRANS PARK	.00	3,000.00	3,000.00	.00	.00	.00	

06/02/2021 15:47
 9814jdou

CITY OF SIKESTON, MO
 NEXT YEAR BUDGET COMPARISON REPORT

P 27
 bgnyrpts

PROJECTION: 20221 FISCAL YEAR 2022, BUDGET PROJECTION NUMBER 1

FOR PERIOD 99

ACCOUNTS FOR:
 ECONOMIC DEVELOPMENT

2020
 ACTUAL

2021
 ORIG BUD

2021
 REVISED BUD

2022
 DIVISION

2022
 DEPARTMENT

2022
 CITY MGR COMMENT

TOTAL OTHER FINANCING USES	.00	3,000.00	3,000.00	.00	.00	.00	_____
TOTAL ECONOMIC DEVELOPMENT	-21,155.48	.00	.00	.00	.00	-107.00	_____

06/02/2021 15:47
9814jdou

CITY OF SIKESTON, MO
NEXT YEAR BUDGET COMPARISON REPORT

P 28
bgnyrpts

PROJECTION: 20221 FISCAL YEAR 2022, BUDGET PROJECTION NUMBER 1

FOR PERIOD 99

ACCOUNTS FOR: ESSEX PROPERTY	2020 ACTUAL	2021 ORIG BUD	2021 REVISED BUD	2022 DIVISION	2022 DEPARTMENT	2022 CITY MGR COMMENT
0000						
0000						
3115430 4137 RENTS & LE	-46,375.00	-46,375.00	-46,375.00	.00	.00	-46,375.00
3115430 4142 RR LEASE	-20,725.89	-24,500.00	-24,500.00	.00	.00	-24,500.00
TOTAL RENTS & LEASES	-67,100.89	-70,875.00	-70,875.00	.00	.00	-70,875.00
0010 GENERAL GOVERNMENT						
0015 ECONOMIC DEVELOPMENT						
3115432 MISCELLANEOUS REVENUE						
3115432 4135 N.M PARCEL	.00	-16,000.00	-16,000.00	.00	.00	-16,000.00
3115432 4149 INT INCOME	-3,734.16	-3,400.00	-3,400.00	.00	.00	-3,400.00
3115432 4166 MALCO REIM	-55,239.01	-66,000.00	-66,000.00	.00	.00	-66,000.00
TOTAL MISCELLANEOUS REVENUE	-58,973.17	-85,400.00	-85,400.00	.00	.00	-85,400.00
3115554 CONTRACTUAL SERVICES						
3115554 5300 RENT & LEA	.00	.00	.00	.00	.00	20,000.00
TOTAL CONTRACTUAL SERVICES	.00	.00	.00	.00	.00	20,000.00
3115556 MAINTENANCE & OPERATIONS						
3115556 5358 BLDG MAINT	.00	10,000.00	10,000.00	.00	.00	30,000.00
TOTAL MAINTENANCE & OPERATIO	.00	10,000.00	10,000.00	.00	.00	30,000.00
0085 OTHER FINANCING SOURCES						
0085 OTHER FINANCING SOURCES						
3185460 OTHER FINANCING SOURCES						
3185460 4853 TRANS 091	.00	.00	.00	.00	.00	.00
TOTAL OTHER FINANCING SOURCE	.00	.00	.00	.00	.00	.00
0087 OTHER FINANCING USES						
0087 OTHER FINANCING USES						
3187562 OTHER FINANCING USES						
3187562 5875 TRANS GEN	.00	.00	.00	.00	.00	.00

06/02/2021 15:47
 9814jdou

CITY OF SIKESTON, MO
 NEXT YEAR BUDGET COMPARISON REPORT

P 29
 bgnyrpts

PROJECTION: 20221 FISCAL YEAR 2022, BUDGET PROJECTION NUMBER 1

FOR PERIOD 99

ACCOUNTS FOR:
 ESSEX PROPERTY

2020
 ACTUAL

2021
 ORIG BUD

2021
 REVISED BUD

2022
 DIVISION

2022
 DEPARTMENT

2022
 CITY MGR COMMENT

TOTAL OTHER FINANCING USES	.00	.00	.00	.00	.00	.00	
TOTAL ESSEX PROPERTY	-126,074.06	-146,275.00	-146,275.00	.00	.00	-106,275.00	

06/02/2021 15:47
9814jdou

CITY OF SIKESTON, MO
NEXT YEAR BUDGET COMPARISON REPORT

P 30
bgnyrpts

PROJECTION: 20221 FISCAL YEAR 2022, BUDGET PROJECTION NUMBER 1

FOR PERIOD 99

ACCOUNTS FOR: PARK FUND			2020 ACTUAL	2021 ORIG BUD	2021 REVISED BUD	2022 DIVISION	2022 DEPARTMENT	2022 CITY MGR	COMMENT
0040	PUBLIC WORKS								
0047	PARKS								
4047410	4003	REAL PROPE	-286,117.63	-291,811.00	-291,811.00	.00	.00	-300,000.00	
4047410	4006	PERSONAL P	-142,502.73	-144,840.00	-144,840.00	.00	.00	-155,000.00	
	TOTAL PROPERTY TAXES		-428,620.36	-436,651.00	-436,651.00	.00	.00	-455,000.00	
4047426	CHARGES FOR SERVICES								
4047426	4097	CLERK FEES	-102.00	-78.00	-78.00	.00	.00	-100.00	
4047426	4100	CONCESSION	-1,400.75	.00	.00	.00	.00	.00	
4047426	4104	CORPORATE	.00	-6,000.00	-6,000.00	.00	.00	-6,000.00	
4047426	4105	RECREATION	-3,579.82	-7,200.00	-7,200.00	-6,000.00	-6,000.00	-6,000.00	
4047426	4109	OTHER FEES	-50.00	.00	.00	.00	.00	.00	
	TOTAL CHARGES FOR SERVICES		-5,132.57	-13,278.00	-13,278.00	-6,000.00	-6,000.00	-12,100.00	
4047430	RENTS & LEASES								
4047430	4136	RNT PAVILI	-380.00	-1,100.00	-1,100.00	-1,100.00	-1,100.00	-1,100.00	
4047430	4137	RENTS	-7,017.50	-21,000.00	-21,000.00	-21,000.00	-21,000.00	-21,000.00	
	TOTAL RENTS & LEASES		-7,397.50	-22,100.00	-22,100.00	-22,100.00	-22,100.00	-22,100.00	
4047432	MISCELLANEOUS REVENUE								
4047432	4147	MISCELLANE	-588.28	-400.00	-400.00	.00	.00	.00	
4047432	4148	DONATIONS	.00	-2,000.00	-2,000.00	-2,000.00	-2,000.00	-2,000.00	
4047432	4149	INTEREST I	-3,376.25	-2,000.00	-2,000.00	.00	.00	-750.00	
4047432	4150	INS REFUND	.00	.00	.00	.00	.00	.00	
4047432	4164	CARES ACT	.00	.00	.00	.00	.00	.00	
	TOTAL MISCELLANEOUS REVENUE		-3,964.53	-4,400.00	-4,400.00	-2,000.00	-2,000.00	-2,750.00	
4047434	GRANT REVENUES								
4047434	4192	SPS	-2,000.00	-2,000.00	-2,000.00	-2,000.00	-2,000.00	-2,000.00	
	TOTAL GRANT REVENUES		-2,000.00	-2,000.00	-2,000.00	-2,000.00	-2,000.00	-2,000.00	
4047550	PERSONNEL SERVICES								
4047550	5201	SALARIES &	259,644.43	337,589.00	337,589.00	.00	.00	398,497.00	
4047550	5203	OVERTIME	18,366.80	4,000.00	4,000.00	.00	.00	4,000.00	
4047550	5213	FICA	18,836.38	24,792.00	24,792.00	.00	.00	28,265.00	

06/02/2021 15:47
9814jdou

CITY OF SIKESTON, MO
NEXT YEAR BUDGET COMPARISON REPORT

P 31
bgnyrpts

PROJECTION: 20221 FISCAL YEAR 2022, BUDGET PROJECTION NUMBER 1

FOR PERIOD 99

ACCOUNTS FOR: PARK FUND			2020 ACTUAL	2021 ORIG BUD	2021 REVISED BUD	2022 DIVISION	2022 DEPARTMENT	2022 CITY MGR	COMMENT
4047550	5215	RETIREMENT	12,935.42	15,671.00	15,671.00	.00	.00	21,467.00	
4047550	5217	HEALTH INS	64,131.13	70,047.00	70,047.00	.00	.00	100,131.00	
4047550	5218	LIFE INSUR	951.80	1,170.00	1,170.00	.00	.00	1,354.00	
4047550	5219	WORKERS CO	7,511.33	12,862.00	12,862.00	.00	.00	18,874.00	
4047550	5221	UNEMPLOYME	3,029.10	.00	.00	.00	.00	.00	
TOTAL PERSONNEL SERVICES			385,406.39	466,131.00	466,131.00	.00	.00	572,588.00	
4047552	PROFESSIONAL SERVICES								
4047552	5245	EMPLOYMENT	1,184.50	600.00	600.00	600.00	600.00	600.00	
TOTAL PROFESSIONAL SERVICES			1,184.50	600.00	600.00	600.00	600.00	600.00	
4047554	CONTRACTUAL SERVICES								
4047554	5256	MALCO PILO	3,785.57	3,250.00	3,250.00	.00	.00	.00	
4047554	5285	CC FEES	280.41	.00	.00	.00	.00	.00	
4047554	5302	MOWING AND	35,394.00	53,634.00	53,634.00	57,300.00	57,300.00	57,300.00	
4047554	5316	PARK REVIT	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	
4047554	5339	OTHER CONT	15,584.54	5,000.00	5,000.00	5,000.00	5,000.00	6,500.00	
4047554	5340	PILOT/PA2A	2,522.65	520.00	520.00	.00	.00	520.00	
4047554	5344	PILOT/M&M	2,339.45	2,204.00	2,204.00	.00	.00	2,400.00	
4047554	5347	PILOT COLT	528.60	522.00	522.00	.00	.00	530.00	
4047554	5348	PILOT HOLI	1,652.23	1,652.23	1,652.23	.00	.00	1,653.00	
TOTAL CONTRACTUAL SERVICES			64,587.45	69,282.23	69,282.23	64,800.00	64,800.00	71,403.00	
4047556	MAINTENANCE & OPERATIONS								
4047556	5352	OFFICE SUP	3,919.66	900.00	900.00	1,000.00	1,000.00	1,000.00	
4047556	5355	COMPUTER M	663.85	900.00	900.00	1,000.00	1,000.00	1,000.00	
4047556	5358	BUILDING M	31,761.51	22,000.00	22,000.00	23,000.00	23,000.00	.00	
4047556	5359	PLAYGROUND	1,300.00	6,000.00	6,000.00	6,000.00	6,000.00	.00	
4047556	5360	GROUNDS MA	32,562.04	35,000.00	35,000.00	35,000.00	35,000.00	.00	
4047556	5362	JANITORIAL	8,203.13	8,500.00	8,500.00	8,500.00	8,500.00	8,500.00	
4047556	5363	RECREATION	23,066.09	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	
4047556	5366	CHEMICALS-	8,977.12	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	
4047556	5369	COVID-19	2,651.04	.00	.00	.00	.00	.00	
4047556	5382	CONSTRUCTI	14,852.88	10,950.00	10,950.00	11,200.00	11,200.00	.00	
4047556	5386	MINOR EQUI	6,477.90	5,000.00	5,000.00	6,000.00	6,000.00	.00	
4047556	5390	FUEL, LUBE	14,105.01	14,000.00	14,000.00	14,000.00	15,000.00	15,000.00	
4047556	5392	VEHICLE MA	8,880.11	4,000.00	4,000.00	4,000.00	6,000.00	.00	
4047556	5400	UNIFORMS	5,595.80	3,500.00	3,500.00	4,000.00	4,000.00	4,500.00	
4047556	5401	SAFETY APP	1,360.91	500.00	500.00	1,000.00	1,000.00	1,000.00	
4047556	5404	SAFETY EQU	518.89	150.00	150.00	200.00	200.00	200.00	

06/02/2021 15:47
9814jdou

CITY OF SIKESTON, MO
NEXT YEAR BUDGET COMPARISON REPORT

P 32
bgnyrpts

PROJECTION: 20221 FISCAL YEAR 2022, BUDGET PROJECTION NUMBER 1

FOR PERIOD 99

ACCOUNTS FOR: PARK FUND			2020 ACTUAL	2021 ORIG BUD	2021 REVISED BUD	2022 DIVISION	2022 DEPARTMENT	2022 CITY MGR	COMMENT
4047556	5406	FIRST AID	104.95	100.00	100.00	100.00	100.00	100.00	
4047556	5416	EQUIPMENT	8,922.89	6,000.00	6,000.00	9,000.00	9,000.00	9,000.00	
4047556	5421	CORPORATE	.00	13,000.00	13,000.00	.00	.00	13,000.00	
4047556	5422	FOOD/EMPLO	212.70	100.00	100.00	100.00	100.00	100.00	
4047556	5447	BOARDS AND	.00	350.00	350.00	500.00	500.00	500.00	
4047556	5450	PROFESSION	1,415.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	
4047556	5452	PER DIEM	2,206.98	2,000.00	2,000.00	2,500.00	2,500.00	2,500.00	
4047556	5458	BOOKS AND	164.89	100.00	100.00	100.00	100.00	100.00	
4047556	5460	POSTAGE	65.80	100.00	100.00	100.00	100.00	100.00	
4047556	5461	ADVERTISIN	2,032.21	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	
4047556	5492	MILL TAX D	12,851.64	12,000.00	12,000.00	12,000.00	12,000.00	12,000.00	
TOTAL MAINTENANCE & OPERATIO			192,873.00	176,650.00	176,650.00	170,800.00	173,800.00	100,100.00	
4047558	CAPITAL OUTLAYS								
4047558	5607	PICKUP	.00	.00	.00	50,000.00	50,000.00	50,000.00	
4047558	5694	FURN & FIX	.00	.00	.00	.00	.00	.00	
TOTAL CAPITAL OUTLAYS			.00	.00	.00	50,000.00	50,000.00	50,000.00	
0048	CONCESSIONS								
4048426	CHARGES FOR SERVICES								
4048426	4100	CONCESSION	-81,647.07	-55,000.00	-55,000.00	-140,000.00	-140,000.00	-140,000.00	
4048426	4109	OTHER FEES	.00	-27,950.00	-27,950.00	24,750.00	24,750.00	-24,750.00	
4048426	4137	RENTS & LE	-6,500.00	-3,000.00	-3,000.00	-15,000.00	-15,000.00	-15,000.00	
4048426	4146	PROMOTIONS	.00	-29,650.00	-29,650.00	-29,650.00	-29,650.00	-29,650.00	
TOTAL CHARGES FOR SERVICES			-88,147.07	-115,600.00	-115,600.00	-159,900.00	-159,900.00	-209,400.00	
4048550	PERSONNEL SERVICES								
4048550	5201	SAL & WAGE	22,009.90	22,721.00	22,721.00	79,100.00	79,100.00	39,732.00	
4048550	5203	OVERTIME	.00	.00	.00	3,000.00	3,000.00	.00	
4048550	5213	FICA	1,203.50	1,738.00	1,738.00	.00	.00	3,039.00	
4048550	5219	W/C INS	595.25	859.00	859.00	.00	.00	1,502.00	
TOTAL PERSONNEL SERVICES			23,808.65	25,318.00	25,318.00	82,100.00	82,100.00	44,273.00	
4048554	CONTRACTUAL SERVICES								
4048554	5339	OTHR CONTR	6,585.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	
TOTAL CONTRACTUAL SERVICES			6,585.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	
4048556	MAINTENANCE & OPERATIONS								
4048556	5360	GROUNDS MA	.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	

06/02/2021 15:47
9814jdou

CITY OF SIKESTON, MO
NEXT YEAR BUDGET COMPARISON REPORT

P 33
bgnyrpts

PROJECTION: 20221 FISCAL YEAR 2022, BUDGET PROJECTION NUMBER 1

FOR PERIOD 99

ACCOUNTS FOR: PARK FUND			2020 ACTUAL	2021 ORIG BUD	2021 REVISED BUD	2022 DIVISION	2022 DEPARTMENT	2022 CITY MGR	COMMENT
4048556	5363	REC PROGRA	.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	
4048556	5379	MISC SUPPL	.00	9,500.00	9,500.00	9,500.00	9,500.00	9,500.00	
4048556	5386	MINOR EQU	.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	
4048556	5400	UNIFORMS	.00	7,400.00	7,400.00	7,900.00	7,900.00	7,900.00	
4048556	5427	CONCESSION	44,356.01	24,500.00	24,500.00	60,000.00	60,000.00	60,000.00	
TOTAL MAINTENANCE & OPERATIO			44,356.01	62,900.00	62,900.00	98,900.00	98,900.00	98,900.00	
0085	OTHER FINANCING SOURCES								
0085	OTHER FINANCING SOURCES								
4085460	OTHER FINANCING SOURCES								
4085460	4849	0010 TRANS	-201,698.00	-223,852.23	-223,852.23	.00	.00	-200,000.00	
4085460	4855	ECON DEV	.00	-3,000.00	-3,000.00	.00	.00	-3,000.00	
TOTAL OTHER FINANCING SOURCE			-201,698.00	-226,852.23	-226,852.23	.00	.00	-203,000.00	
0087	OTHER FINANCING USES								
0087	OTHER FINANCING USES								
4087562	OTHER FINANCING USES								
4087562	5888	XFER TO GE	.00	.00	.00	.00	.00	.00	
TOTAL OTHER FINANCING USES			.00	.00	.00	.00	.00	.00	
TOTAL PARK FUND			-18,159.03	.00	.00	295,200.00	298,200.00	51,514.00	

06/02/2021 15:47
9814jdou

CITY OF SIKESTON, MO
NEXT YEAR BUDGET COMPARISON REPORT

P 34
bgnyrpts

PROJECTION: 20221 FISCAL YEAR 2022, BUDGET PROJECTION NUMBER 1

FOR PERIOD 99

ACCOUNTS FOR: BUILDING RESERVES		2020 ACTUAL	2021 ORIG BUD	2021 REVISED BUD	2022 DIVISION	2022 DEPARTMENT	2022 CITY MGR	COMMENT
0010 GENERAL GOVERNMENT								
0010 GENERAL GOVERNMENT								
4110552	5234 ARC/ENG FE	.00	.00	.00	.00	.00	15,000.00	
TOTAL PROFESSIONAL SERVICES		.00	.00	.00	.00	.00	15,000.00	
0085 OTHER FINANCING SOURCES								
4185460 OTHER FINANCING SOURCES								
4185460	4849 0010 TRANS	.00	.00	.00	.00	.00	-212,808.00	
TOTAL OTHER FINANCING SOURCE		.00	.00	.00	.00	.00	-212,808.00	
TOTAL BUILDING RESERVES		.00	.00	.00	.00	.00	-197,808.00	

06/02/2021 15:47
9814jdou

CITY OF SIKESTON, MO
NEXT YEAR BUDGET COMPARISON REPORT

P 35
bgnyrpts

PROJECTION: 20221 FISCAL YEAR 2022, BUDGET PROJECTION NUMBER 1

FOR PERIOD 99

ACCOUNTS FOR:		2020	2021	2021	2022	2022	2022	
SOUTH SIKESTON INFRASTRUCTURE		ACTUAL	ORIG BUD	REVISED BUD	DIVISION	DEPARTMENT	CITY MGR	COMMENT
0010 GENERAL GOVERNMENT								
0010 GENERAL GOVERNMENT								
4510424	4077 NON ST INT	.00	.00	.00	.00	.00	.00	_____
TOTAL INTERGOVERNMENTAL		.00	.00	.00	.00	.00	.00	_____
4510434 GRANT REVENUES								
4510434	4191 MIS GRANTS	.00	.00	.00	.00	.00	.00	_____
4510434	4197 EDA GRANT	.00	.00	.00	.00	.00	.00	_____
4510434	4199 DRA GRANT	.00	.00	.00	.00	.00	.00	_____
4510434	4209 MODOT GRNT	.00	.00	.00	.00	.00	.00	_____
4510434	4210 GO COST SH	.00	.00	.00	.00	.00	.00	_____
TOTAL GRANT REVENUES		.00	.00	.00	.00	.00	.00	_____
0040 PUBLIC WORKS								
0042 STREETS								
4542558 CAPITAL OUTLAYS								
4542558	5501 DEBT SERV	.00	.00	.00	.00	.00	.00	_____
4542558	5640 EDA GRANT	.00	.00	.00	.00	.00	.00	_____
4542558	5641 DRA GRANT	.00	.00	.00	.00	.00	.00	_____
4542558	5642 MODOT GRNT	.00	.00	.00	.00	.00	.00	_____
4542558	5644 GOV COST S	.00	.00	.00	.00	.00	.00	_____
TOTAL CAPITAL OUTLAYS		.00	.00	.00	.00	.00	.00	_____
0087 OTHER FINANCING USES								
0087 OTHER FINANCING USES								
4587562 OTHER FINANCING USES								
4587562	5876 TRANS 0075	.00	.00	.00	.00	.00	.00	_____
TOTAL OTHER FINANCING USES		.00	.00	.00	.00	.00	.00	_____
TOTAL SOUTH SIKESTON INFRAST		.00	.00	.00	.00	.00	.00	_____

06/02/2021 15:47
9814jdou

CITY OF SIKESTON, MO
NEXT YEAR BUDGET COMPARISON REPORT

P 36
bgnyrpts

PROJECTION: 20221 FISCAL YEAR 2022, BUDGET PROJECTION NUMBER 1

FOR PERIOD 99

ACCOUNTS FOR: MUNICIPAL COURT FUND	2020 ACTUAL	2021 ORIG BUD	2021 REVISED BUD	2022 DIVISION	2022 DEPARTMENT	2022 CITY MGR COMMENT
0010 GENERAL GOVERNMENT						
0018 MUNICIPAL COURT						
5085460 4849 0010 TRANS	-37,604.00	-42,644.00	-42,644.00	.00	.00	-18,367.00
TOTAL OTHER FINANCING SOURCE	-37,604.00	-42,644.00	-42,644.00	.00	.00	-18,367.00
0020 FINANCE/CITY TREASURER						
0018 MUNICIPAL COURT						
5018426 CHARGES FOR SERVICES						
5018426 4097 CLERK FEES	-9.00	.00	.00	.00	.00	.00
TOTAL CHARGES FOR SERVICES	-9.00	.00	.00	.00	.00	.00
5018428 FINES, FORFEITS & COSTS						
5018428 4115 PRIS RET F	-426.52	-400.00	-400.00	-400.00	-400.00	-166.00
5018428 4127 INMATE FEE	-2,560.07	-2,900.00	-2,900.00	-2,900.00	-2,900.00	-1,209.00
5018428 4128 TRAFFIC FI	-116,806.27	-140,000.00	-140,000.00	-140,000.00	-140,000.00	-100,000.00
5018428 4129 DOMESTIC V	-4,006.09	-5,700.00	-5,700.00	-5,700.00	-5,700.00	-2,377.00
5018428 4130 TRAINING F	-3,006.44	-4,200.00	-4,200.00	-4,200.00	-4,200.00	-1,751.00
5018428 4131 COURT COST	-12,025.75	-17,000.00	-17,000.00	-17,000.00	-17,000.00	-7,089.00
5018428 4133 CRIME VICT	-7,516.15	-10,000.00	-10,000.00	-10,000.00	-10,000.00	-3,128.00
5018428 4134 INDEPENDNT	-3,006.26	-4,100.00	-4,100.00	-4,100.00	-4,100.00	-1,710.00
TOTAL FINES, FORFEITS & COST	-149,353.55	-184,300.00	-184,300.00	-184,300.00	-184,300.00	-117,430.00
5018432 MISCELLANEOUS REVENUE						
5018432 4147 MISCELLANE	-38.74	-200.00	-200.00	-200.00	-200.00	-83.00
5018432 4149 INTEREST I	-1,710.94	-200.00	-200.00	-200.00	-200.00	-200.00
5018432 4164 CARES ACT	.00	.00	.00	.00	.00	.00
TOTAL MISCELLANEOUS REVENUE	-1,749.68	-400.00	-400.00	-400.00	-400.00	-283.00
5018550 PERSONNEL SERVICES						
5018550 5201 SALARIES &	68,709.84	71,731.00	71,731.00	.00	.00	52,940.00
5018550 5203 OVERTIME	1,770.53	2,600.00	2,600.00	.00	.00	500.00
5018550 5213 FICA	4,873.92	5,490.00	5,490.00	.00	.00	3,972.00
5018550 5215 RETIREMENT	3,448.56	4,683.00	4,683.00	.00	.00	3,901.00

06/02/2021 15:47
9814jdou

CITY OF SIKESTON, MO
NEXT YEAR BUDGET COMPARISON REPORT

P 37
bgnyrpts

PROJECTION: 20221 FISCAL YEAR 2022, BUDGET PROJECTION NUMBER 1

FOR PERIOD 99

ACCOUNTS FOR: MUNICIPAL COURT FUND			2020 ACTUAL	2021 ORIG BUD	2021 REVISED BUD	2022 DIVISION	2022 DEPARTMENT	2022 CITY MGR	COMMENT
5018550	5217	HEALTH INS	11,624.39	10,278.00	10,278.00	.00	.00	4,588.00	
5018550	5218	LIFE INSUR	294.31	387.00	387.00	.00	.00	70.00	
5018550	5219	WORKERS CO	97.59	140.00	140.00	.00	.00	101.00	
TOTAL PERSONNEL SERVICES			90,819.14	95,309.00	95,309.00	.00	.00	66,072.00	
5018552	PROFESSIONAL SERVICES								
5018552	5232	LEGAL	60,289.96	60,090.00	60,090.00	60,090.00	61,500.00	50,000.00	
5018552	5245	EMPL FEES	.00	50.00	50.00	50.00	50.00	.00	
5018552	5248	OTHER PROF	.00	.00	.00	500.00	.00	.00	
TOTAL PROFESSIONAL SERVICES			60,289.96	60,140.00	60,140.00	60,640.00	61,550.00	50,000.00	
5018554	CONTRACTUAL SERVICES								
5018554	5300	RENTS & L	9,217.44	9,000.00	9,000.00	.00	.00	.00	
5018554	5301	DEL COLL	.00	1,500.00	1,500.00	1,500.00	500.00	500.00	
5018554	5317	INTER/CABL	2,043.74	1,600.00	1,600.00	1,600.00	1,600.00	667.00	
5018554	5339	OTHER CONT	7,874.59	15,120.00	15,120.00	15,120.00	8,000.00	8,000.00	
TOTAL CONTRACTUAL SERVICES			19,135.77	27,220.00	27,220.00	18,220.00	10,100.00	9,167.00	
5018556	MAINTENANCE & OPERATIONS								
5018556	5352	OFFICE SUP	1,721.99	1,500.00	1,500.00	1,500.00	1,500.00	625.00	
5018556	5355	COMP MAINT	96.19	.00	.00	4,000.00	3,000.00	.00	
5018556	5358	BUILDING M	3,070.96	11,700.00	11,700.00	11,700.00	11,700.00	.00	
5018556	5362	JANITORIAL	45.92	180.00	180.00	180.00	100.00	.00	
5018556	5369	COVID-19	6,087.78	.00	.00	.00	.00	.00	
5018556	5400	UNIFORMS	676.37	500.00	500.00	500.00	500.00	500.00	
5018556	5435	PRISONER R	1,606.85	6,000.00	6,000.00	3,500.00	3,500.00	1,500.00	
5018556	5450	PROFESSION	170.00	1,095.00	1,095.00	1,095.00	1,095.00	.00	
5018556	5452	PER DIEM	.00	1,200.00	1,200.00	1,200.00	1,200.00	.00	
5018556	5460	POSTAGE	917.21	1,000.00	1,000.00	1,000.00	1,000.00	417.00	
5018556	5465	CRIME VICT	7,145.67	10,000.00	10,000.00	10,000.00	10,000.00	3,128.00	
5018556	5468	P.O.S.T.	1,002.17	1,500.00	1,500.00	1,500.00	1,500.00	626.00	
5018556	5471	DOMESTIC S	4,301.37	6,000.00	6,000.00	6,000.00	6,000.00	2,377.00	
5018556	5479	SHERIFF RE	2,710.84	4,000.00	4,000.00	4,000.00	4,000.00	1,668.00	
TOTAL MAINTENANCE & OPERATIO			29,553.32	44,675.00	44,675.00	46,175.00	45,095.00	10,841.00	
TOTAL MUNICIPAL COURT FUND			11,081.96	.00	.00	-59,665.00	-67,955.00	.00	

06/02/2021 15:47
9814jdou

CITY OF SIKESTON, MO
NEXT YEAR BUDGET COMPARISON REPORT

P 38
bgnyrpts

PROJECTION: 20221 FISCAL YEAR 2022, BUDGET PROJECTION NUMBER 1

FOR PERIOD 99

ACCOUNTS FOR: LIBRARY FUND	2020 ACTUAL	2021 ORIG BUD	2021 REVISED BUD	2022 DIVISION	2022 DEPARTMENT	2022 CITY MGR	COMMENT
0060 LIBRARY							
0060 LIBRARY							
6060410 4003 REAL PROPE	-216,944.53	-212,000.00	-212,000.00	.00	.00	.00	
6060410 4006 PERSONAL P	-70,312.60	-73,000.00	-73,000.00	.00	.00	.00	
TOTAL PROPERTY TAXES	-287,257.13	-285,000.00	-285,000.00	.00	.00	.00	
6060424 INTERGOVERNMENTAL							
6060424 4074 PROF DEV R	.00	.00	.00	.00	.00	.00	
6060424 4076 STATE SHAR	-7,321.50	-2,000.00	-2,000.00	.00	.00	.00	
6060424 4078 RIVERSIDE	-15,000.00	-15,000.00	-15,000.00	.00	.00	.00	
6060424 4079 ATHLETE &	-1,684.70	.00	.00	.00	.00	.00	
6060424 4091 NEW MAD LI	-15,000.00	-15,000.00	-15,000.00	.00	.00	.00	
TOTAL INTERGOVERNMENTAL	-39,006.20	-32,000.00	-32,000.00	.00	.00	.00	
6060426 CHARGES FOR SERVICES							
6060426 4097 CLERK FEES	-45.00	.00	.00	.00	.00	.00	
6060426 4106 PASS PHOTO	-2,070.00	-1,000.00	-1,000.00	.00	.00	.00	
6060426 4108 LIBRARY FI	-2,821.87	-5,000.00	-5,000.00	.00	.00	.00	
6060426 4111 BOOK SALES	.00	-2,000.00	-2,000.00	.00	.00	.00	
6060426 4118 PASSPORT F	-8,960.00	-6,000.00	-6,000.00	.00	.00	.00	
TOTAL CHARGES FOR SERVICES	-13,896.87	-14,000.00	-14,000.00	.00	.00	.00	
6060432 MISCELLANEOUS REVENUE							
6060432 4146 PROMOTIONS	.00	.00	.00	.00	.00	.00	
6060432 4147 MISCELLANE	-1,595.43	.00	.00	.00	.00	.00	
6060432 4148 DONATIONS	-2,850.00	-2,000.00	-2,000.00	.00	.00	.00	
6060432 4149 INTEREST I	-11,724.16	-11,000.00	-11,000.00	.00	.00	.00	
6060432 4150 INS REFUND	-34,557.66	.00	.00	.00	.00	.00	
6060432 4153 DONATIONS	.00	.00	.00	.00	.00	.00	
6060432 4155 FRIENDS OF	.00	.00	.00	.00	.00	.00	
6060432 4156 COPIES, FA	-4,894.99	-6,000.00	-6,000.00	.00	.00	.00	
6060432 4157 LIBRARY CA	-815.00	-1,000.00	-1,000.00	.00	.00	.00	
6060432 4158 MISC GRANT	-187.42	.00	.00	.00	.00	.00	
6060432 4164 CARES ACT	.00	.00	.00	.00	.00	.00	
TOTAL MISCELLANEOUS REVENUE	-56,624.66	-20,000.00	-20,000.00	.00	.00	.00	
6060434 GRANT REVENUES							
6060434 4206 SUMREADING	-4,739.00	.00	.00	.00	.00	.00	

06/02/2021 15:47
9814jdou

CITY OF SIKESTON, MO
NEXT YEAR BUDGET COMPARISON REPORT

P 39
bgnyrpts

PROJECTION: 20221 FISCAL YEAR 2022, BUDGET PROJECTION NUMBER 1

FOR PERIOD 99

ACCOUNTS FOR: LIBRARY FUND			2020 ACTUAL	2021 ORIG BUD	2021 REVISED BUD	2022 DIVISION	2022 DEPARTMENT	2022 CITY MGR	COMMENT
6060434	4230	SPOTLIGHT R	.00	.00	.00	.00	.00	.00	
TOTAL GRANT REVENUES			-4,739.00	.00	.00	.00	.00	.00	
6060550	PERSONNEL SERVICES								
6060550	5201	SALARIES &	151,825.03	162,913.00	162,913.00	.00	.00	.00	
6060550	5203	OVERTIME	.00	.00	.00	.00	.00	.00	
6060550	5213	FICA	10,835.30	12,463.00	12,463.00	.00	.00	.00	
6060550	5215	RETIREMENT	6,200.40	8,512.00	8,512.00	.00	.00	.00	
6060550	5217	HEALTH INS	43,572.35	42,000.00	42,000.00	.00	.00	.00	
6060550	5219	WORKERS CO	214.17	500.00	500.00	.00	.00	.00	
TOTAL PERSONNEL SERVICES			212,647.25	226,388.00	226,388.00	.00	.00	.00	
6060552	PROFESSIONAL SERVICES								
6060552	5230	AUDIT	900.00	2,000.00	2,000.00	.00	.00	.00	
6060552	5234	ARC/ENG FE	290.15	.00	.00	.00	.00	.00	
TOTAL PROFESSIONAL SERVICES			1,190.15	2,000.00	2,000.00	.00	.00	.00	
6060554	CONTRACTUAL SERVICES								
6060554	5261	TELEPHONE-	1,788.45	1,800.00	1,800.00	.00	.00	.00	
6060554	5274	INSURANCE-	2,488.00	2,800.00	2,800.00	.00	.00	.00	
6060554	5286	INSURANCE-	35,082.85	19,000.00	19,000.00	.00	.00	.00	
6060554	5296	TECH SERV	9,424.81	17,000.00	17,000.00	.00	.00	.00	
6060554	5304	JANITORIAL	6,000.00	6,000.00	6,000.00	.00	.00	.00	
6060554	5306	OFFICE EQU	975.00	2,000.00	2,000.00	.00	.00	.00	
6060554	5311	60 GRANT E	30.03	.00	.00	.00	.00	.00	
6060554	5344	PILOT/M&M	2,573.64	2,600.00	2,600.00	.00	.00	.00	
6060554	5347	PILOT COLT	581.52	600.00	600.00	.00	.00	.00	
6060554	5348	PILOT HOLI	1,817.64	1,850.00	1,850.00	.00	.00	.00	
6060554	5374	SPOTLIGHT R	.00	.00	.00	.00	.00	.00	
TOTAL CONTRACTUAL SERVICES			60,761.94	53,650.00	53,650.00	.00	.00	.00	
6060556	MAINTENANCE & OPERATIONS								
6060556	5352	OFFICE SUP	4,185.23	6,000.00	6,000.00	.00	.00	.00	
6060556	5358	BUILDING M	7,495.38	5,000.00	5,000.00	.00	.00	.00	
6060556	5360	GROUNDS MA	2,960.00	3,000.00	3,000.00	.00	.00	.00	
6060556	5369	COVID-19	490.60	.00	.00	.00	.00	.00	
6060556	5378	PROMOTION	50.00	2,000.00	2,000.00	.00	.00	.00	
6060556	5449	COMM REPR-	2,582.45	5,000.00	5,000.00	.00	.00	.00	
6060556	5450	PROFESSION	1,487.62	2,000.00	2,000.00	.00	.00	.00	

06/02/2021 15:47
9814jdou

CITY OF SIKESTON, MO
NEXT YEAR BUDGET COMPARISON REPORT

P 40
bgnyrpts

PROJECTION: 20221 FISCAL YEAR 2022, BUDGET PROJECTION NUMBER 1

FOR PERIOD 99

ACCOUNTS FOR:			2020	2021	2021	2022	2022	2022	
LIBRARY FUND			ACTUAL	ORIG BUD	REVISED BUD	DIVISION	DEPARTMENT	CITY MGR	COMMENT
6060556	5451	COMMUNITY	7.89	1,000.00	1,000.00	.00	.00	.00	
6060556	5455	MISCELLANE	842.99	1,200.00	1,200.00	.00	.00	.00	
6060556	5458	BOOKS AND	22,235.46	30,000.00	30,000.00	.00	.00	.00	
6060556	5460	POSTAGE	308.65	1,000.00	1,000.00	.00	.00	.00	
6060556	5472	SUM GR EXP	5,942.01	.00	.00	.00	.00	.00	
6060556	5473	SUMMER REA	1,074.82	.00	.00	.00	.00	.00	
6060556	5492	MILL TAX D	8,590.94	8,000.00	8,000.00	.00	.00	.00	
TOTAL MAINTENANCE & OPERATIO			58,254.04	64,200.00	64,200.00	.00	.00	.00	
6060558	CAPITAL OUTLAYS								
6060558	5600	CAPITAL OU	6,545.00	5,000.00	5,000.00	.00	.00	.00	
TOTAL CAPITAL OUTLAYS			6,545.00	5,000.00	5,000.00	.00	.00	.00	
TOTAL LIBRARY FUND			-62,125.48	238.00	238.00	.00	.00	.00	

06/02/2021 15:47
9814jdou

CITY OF SIKESTON, MO
NEXT YEAR BUDGET COMPARISON REPORT

P 41
bgnyrpts

PROJECTION: 20221 FISCAL YEAR 2022, BUDGET PROJECTION NUMBER 1

FOR PERIOD 99

ACCOUNTS FOR:		2020	2021	2021	2022	2022	2022	
TOURISM FUND		ACTUAL	ORIG BUD	REVISED BUD	DIVISION	DEPARTMENT	CITY MGR	COMMENT
0000								
0000								
6500412	4019 TOURISM	-143,306.85	-120,442.00	-120,442.00	.00	.00	-120,442.00	
TOTAL SALES TAX		-143,306.85	-120,442.00	-120,442.00	.00	.00	-120,442.00	
6500432	MISCELLANEOUS REVENUE							
6500432	4147 MISCELLANE	.00	.00	.00	.00	.00	.00	
6500432	4149 INTEREST I	-68.80	-100.00	-100.00	.00	.00	-50.00	
TOTAL MISCELLANEOUS REVENUE		-68.80	-100.00	-100.00	.00	.00	-50.00	
6500556	MAINTENANCE & OPERATIONS							
6500556	5403 STREET SIG	.00	.00	.00	.00	.00	.00	
TOTAL MAINTENANCE & OPERATIO		.00	.00	.00	.00	.00	.00	
0085 OTHER FINANCING SOURCES								
0085 OTHER FINANCING SOURCES								
6585460	OTHER FINANCING SOURCES							
6585460	4849 0010 TRANS	-6,000.00	.00	.00	.00	.00	.00	
TOTAL OTHER FINANCING SOURCE		-6,000.00	.00	.00	.00	.00	.00	
0087 OTHER FINANCING USES								
0087 OTHER FINANCING USES								
6587562	OTHER FINANCING USES							
6587562	5889 XFER CVB	145,001.73	120,442.00	120,442.00	.00	.00	120,442.00	
TOTAL OTHER FINANCING USES		145,001.73	120,442.00	120,442.00	.00	.00	120,442.00	
TOTAL TOURISM FUND		-4,373.92	-100.00	-100.00	.00	.00	-50.00	

06/02/2021 15:47
9814jdou

CITY OF SIKESTON, MO
NEXT YEAR BUDGET COMPARISON REPORT

P 42
bgnyrpts

PROJECTION: 20221 FISCAL YEAR 2022, BUDGET PROJECTION NUMBER 1

FOR PERIOD 99

ACCOUNTS FOR: AIRPORT FUND	2020 ACTUAL	2021 ORIG BUD	2021 REVISED BUD	2022 DIVISION	2022 DEPARTMENT	2022 CITY MGR	COMMENT
0000							
0000							
6600424 4076 STATE SHAR	.00	-69,000.00	-69,000.00	.00	.00	.00	
TOTAL INTERGOVERNMENTAL REVE	.00	-69,000.00	-69,000.00	.00	.00	.00	
6600426 CHARGES FOR SERVICES							
6600426 4097 CLERK FEES	.00	.00	.00	.00	.00	.00	
6600426 4117 FUEL SALE	-278,262.29	-358,090.00	-358,090.00	358,090.00	337,500.00	-352,500.00	
TOTAL CHARGES FOR SERVICES	-278,262.29	-358,090.00	-358,090.00	358,090.00	337,500.00	-352,500.00	
6600430 RENTS & LEASES							
6600430 4138 AIRPORT LE	-24,199.15	-22,051.00	-22,051.00	22,051.00	22,051.00	-22,051.00	
TOTAL RENTS & LEASES	-24,199.15	-22,051.00	-22,051.00	22,051.00	22,051.00	-22,051.00	
6600432 MISCELLANEOUS REVENUE							
6600432 4146 PROMOTIONS	-149.53	-100.00	-100.00	100.00	100.00	-100.00	
6600432 4147 MISCELLANE	-155.00	-100.00	-100.00	100.00	100.00	-100.00	
6600432 4149 INTEREST I	-4,365.04	-800.00	-800.00	.00	.00	-4,000.00	
6600432 4164 CARES ACT	.00	.00	.00	.00	.00	.00	
6600432 4167 FARM LEASE	-2,072.20	-10,464.61	-10,464.61	10,464.61	10,464.61	-10,464.00	
TOTAL MISCELLANEOUS REVENUE	-6,741.77	-11,464.61	-11,464.61	10,664.61	10,664.61	-14,664.00	
6600434 GRANT REVENUE							
6600434 4201 APRON GRAN	.00	-79,740.00	-79,740.00	-637,000.00	27,000.00	-27,000.00	
6600434 4212 FUEL FARM	.00	.00	.00	.00	-637,000.00	-637,000.00	
6600434 4214 1077B1 AIR	-37,827.00	.00	.00	.00	.00	.00	
TOTAL GRANT REVENUE	-37,827.00	-79,740.00	-79,740.00	-637,000.00	-610,000.00	-664,000.00	
0040 PUBLIC WORKS							
0049 AIRPORT							
6649550 PERSONNEL SERVICES							
6649550 5201 SALARIES &	77,833.62	80,680.00	80,680.00	.00	.00	95,971.00	

06/02/2021 15:47
9814jdou

CITY OF SIKESTON, MO
NEXT YEAR BUDGET COMPARISON REPORT

P 43
bgnrpts

PROJECTION: 20221 FISCAL YEAR 2022, BUDGET PROJECTION NUMBER 1

FOR PERIOD 99

ACCOUNTS FOR:			2020	2021	2021	2022	2022	2022	
AIRPORT FUND			ACTUAL	ORIG BUD	REVISED BUD	DIVISION	DEPARTMENT	CITY MGR	COMMENT
6649550	5203	OVERTIME	993.41	2,000.00	2,000.00	.00	.00	2,000.00	
6649550	5213	FICA	5,674.56	6,128.00	6,128.00	.00	.00	7,217.00	
6649550	5215	RETIREMENT	4,239.65	4,568.00	4,568.00	.00	.00	6,247.00	
6649550	5217	HEALTH INS	14,683.44	10,278.00	10,278.00	.00	.00	11,012.00	
6649550	5218	LIFE INSUR	287.64	387.00	387.00	.00	.00	342.00	
6649550	5219	WORKERS CO	3,696.30	5,339.00	5,339.00	.00	.00	6,626.00	
6649550	5221	UNEMPLOYME	.00	.00	.00	.00	.00	.00	
TOTAL PERSONNEL SERVICES			107,408.62	109,380.00	109,380.00	.00	.00	129,415.00	
6649552	PROFESSIONAL SERVICES								
6649552	5234	ARC/ENG FE	.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	
6649552	5245	EMPL FEES	110.00	100.00	100.00	100.00	100.00	100.00	
TOTAL PROFESSIONAL SERVICES			110.00	2,100.00	2,100.00	2,100.00	2,100.00	2,100.00	
6649554	CONTRACTUAL SERVICES								
6649554	5272	GL INS	200.00	3,400.00	3,400.00	.00	3,400.00	3,400.00	
6649554	5273	AIR LIABIL	2,981.00	.00	.00	.00	.00	.00	
6649554	5275	AVIATIONFU	227,009.06	310,000.00	310,000.00	.00	250,000.00	250,000.00	
6649554	5285	CC FEES	6,163.99	4,500.00	4,500.00	.00	4,500.00	4,500.00	
6649554	5293	BLANKET BO	.00	200.00	200.00	.00	200.00	200.00	
6649554	5300	RENT & LEA	18,000.00	18,000.00	18,000.00	.00	18,000.00	18,000.00	
6649554	5302	MOWING	2,109.00	.00	.00	.00	.00	.00	
6649554	5320	EXTERMINAT	.00	250.00	250.00	250.00	250.00	250.00	
6649554	5333	CELLU SER	.00	800.00	800.00	800.00	800.00	800.00	
6649554	5339	OTHR CONTR	5,438.08	7,400.00	7,400.00	7,400.00	7,400.00	7,400.00	
TOTAL CONTRACTUAL SERVICES			261,901.13	344,550.00	344,550.00	8,450.00	284,550.00	284,550.00	
6649556	MAINTENANCE & OPERATIONS								
6649556	5352	OFF SUPPLI	146.20	500.00	500.00	500.00	500.00	500.00	
6649556	5355	COMP MAINT	102.87	300.00	300.00	1,350.00	1,350.00	1,350.00	
6649556	5357	AIRPORT MA	29,560.17	10,000.00	10,000.00	15,000.00	15,000.00	10,000.00	
6649556	5358	BLDG MAINT	1,703.13	24,000.00	24,000.00	20,000.00	20,000.00	40,000.00	
6649556	5360	GROUNDS MA	520.19	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	
6649556	5362	JANITOR SU	344.15	500.00	500.00	500.00	500.00	500.00	
6649556	5369	COVID-19	55.82	.00	.00	.00	.00	.00	
6649556	5378	PROMOTION	68.96	50.00	50.00	50.00	50.00	50.00	
6649556	5386	MINOR EQU	608.56	600.00	600.00	600.00	600.00	600.00	
6649556	5390	FUEL, LUBE	2,362.93	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	
6649556	5392	VEH MAINT	812.69	1,500.00	1,500.00	1,200.00	1,200.00	1,200.00	
6649556	5400	UNIFORMS	999.29	1,300.00	1,300.00	1,300.00	1,300.00	1,300.00	

06/02/2021 15:47
9814jdou

CITY OF SIKESTON, MO
NEXT YEAR BUDGET COMPARISON REPORT

P 44
bgnyrpts

PROJECTION: 20221 FISCAL YEAR 2022, BUDGET PROJECTION NUMBER 1

FOR PERIOD 99

ACCOUNTS FOR:			2020	2021	2021	2022	2022	2022	
AIRPORT FUND			ACTUAL	ORIG BUD	REVISED BUD	DIVISION	DEPARTMENT	CITY MGR	COMMENT
6649556	5401	SAFETY APP	171.94	400.00	400.00	300.00	300.00	300.00	
6649556	5409	FUEL DEPOT	4,402.42	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	
6649556	5416	EQU MAINT	918.70	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	
6649556	5450	PRO DEVEL	870.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	
6649556	5451	COMM REPR	.00	100.00	100.00	100.00	100.00	100.00	
6649556	5452	PER DIEM	1,070.67	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	
6649556	5460	POSTAGE	56.65	50.00	50.00	50.00	50.00	50.00	
6649556	5461	ADV & PUBL	215.66	200.00	200.00	150.00	150.00	150.00	
TOTAL MAINTENANCE & OPERATIO			44,991.00	51,400.00	51,400.00	53,000.00	53,000.00	68,000.00	
6649558	CAPITAL OUTLAY								
6649558	5494	APRON GRAN	.00	88,600.00	88,600.00	678,000.00	30,000.00	30,000.00	
6649558	5606	VEHICLES	.00	.00	.00	30,000.00	40,000.00	40,000.00	
6649558	5703	FUEL FARM	.00	.00	.00	.00	678,000.00	678,000.00	
6649558	5739	1077B1 AIR	45,767.00	.00	.00	.00	.00	.00	
6649558	5741	GRANT-ALP	.00	.00	.00	.00	.00	.00	
TOTAL CAPITAL OUTLAY			45,767.00	88,600.00	88,600.00	708,000.00	748,000.00	748,000.00	
0085	OTHER FINANCING SOURCES								
0085	OTHER FINANCING SOURCES								
6685460	OTHER FINANCING SOURCES								
6685460	4849	TRANS GEN	-126,135.00	-55,684.39	-55,684.39	.00	.00	-178,850.00	
TOTAL OTHER FINANCING SOURCE			-126,135.00	-55,684.39	-55,684.39	.00	.00	-178,850.00	
TOTAL AIRPORT FUND			-12,987.46	.00	.00	525,355.61	847,865.61	.00	

06/02/2021 15:47
9814jdou

CITY OF SIKESTON, MO
NEXT YEAR BUDGET COMPARISON REPORT

P 45
bgnyrpts

PROJECTION: 20221 FISCAL YEAR 2022, BUDGET PROJECTION NUMBER 1

FOR PERIOD 99

ACCOUNTS FOR: E911 FUND		2020 ACTUAL	2021 ORIG BUD	2021 REVISED BUD	2022 DIVISION	2022 DEPARTMENT	2022 CITY MGR	COMMENT
0010	GENERAL GOVERNMENT							
0010	GENERAL GOVERNMENT							
7010426	4097 CLERK FEES	.00	.00	.00	.00	.00	.00	
7010426	4110 911 EMERGE	-120,746.22	-148,040.00	-148,040.00	.00	.00	-100,000.00	
7010426	4113 DISP AGRE	-81,981.93	-78,385.00	-78,385.00	.00	.00	-77,352.00	
	TOTAL CHARGES FOR SERVICES	-202,728.15	-226,425.00	-226,425.00	.00	.00	-177,352.00	
7010432	MISCELLANEOUS REVENUE							
7010432	4147 MISC REV	-3,124.40	.00	.00	.00	.00	.00	
7010432	4149 INTEREST I	-9,249.92	-4,500.00	-4,500.00	.00	.00	-9,000.00	
	TOTAL MISCELLANEOUS REVENUE	-12,374.32	-4,500.00	-4,500.00	.00	.00	-9,000.00	
7010434	GRANT REVENUES							
7010434	4196 NG 911 GRA	.00	.00	.00	.00	.00	.00	
	TOTAL GRANT REVENUES	.00	.00	.00	.00	.00	.00	
0030	PUBLIC SAFETY							
0030	ADMINISTATION/DETENTION							
7030558	CAPITAL OUTLAYS							
7030558	5672 NG 911 GRA	.00	.00	.00	.00	.00	.00	
7030558	5684 911E SYSTE	213,316.72	220,000.00	220,000.00	220,000.00	220,000.00	220,000.00	
	TOTAL CAPITAL OUTLAYS	213,316.72	220,000.00	220,000.00	220,000.00	220,000.00	220,000.00	
0031	COMMUNICATIONS							
7031550	PERSONNEL SERVICES							
7031550	5201 SAL & WAGE	276,872.03	336,230.00	336,230.00	.00	.00	371,551.00	
7031550	5203 OVERTIME	34,989.06	20,000.00	20,000.00	.00	.00	20,000.00	
7031550	5209 ALLOWANCES	7,225.00	7,650.00	7,650.00	.00	.00	7,650.00	
7031550	5213 FICA	22,559.64	26,789.00	26,789.00	.00	.00	28,534.00	
7031550	5215 LAGERS	19,358.22	23,155.00	23,155.00	.00	.00	28,583.00	
7031550	5217 HEALTH INS	70,293.19	54,771.00	54,771.00	.00	.00	79,407.00	

06/02/2021 15:47
9814jdou

CITY OF SIKESTON, MO
NEXT YEAR BUDGET COMPARISON REPORT

P 46
bgnyrpts

PROJECTION: 20221 FISCAL YEAR 2022, BUDGET PROJECTION NUMBER 1

FOR PERIOD 99

ACCOUNTS FOR: E911 FUND			2020 ACTUAL	2021 ORIG BUD	2021 REVISED BUD	2022 DIVISION	2022 DEPARTMENT	2022 CITY MGR	COMMENT
7031550	5218	LIFE INS	1,259.64	1,724.00	1,724.00	.00	.00	1,419.00	
7031550	5219	W/C INS	426.18	679.00	679.00	.00	.00	746.00	
TOTAL PERSONNEL SERVICES			432,982.96	470,998.00	470,998.00	.00	.00	537,890.00	
7031554	CONTRACTUAL SERVICES								
7031554	5426	PSO UNIFOR	.00	.00	.00	.00	.00	.00	
TOTAL CONTRACTUAL SERVICES			.00	.00	.00	.00	.00	.00	
0070	E911								
0031	COMMUNICATIONS								
7031426	CHARGES FOR SERVICES								
7031426	4097	CLERK FEES	.00	.00	.00	.00	.00	.00	
TOTAL CHARGES FOR SERVICES			.00	.00	.00	.00	.00	.00	
0085	OTHER FINANCING SOURCES								
0085	OTHER FINANCING SOURCES								
7085460	OTHER FINANCING SOURCES								
7085460	4849	0010 TRANS	-429,514.00	-460,073.00	-460,073.00	.00	.00	-571,538.00	
TOTAL OTHER FINANCING SOURCE			-429,514.00	-460,073.00	-460,073.00	.00	.00	-571,538.00	
TOTAL E911 FUND			1,683.21	.00	.00	220,000.00	220,000.00	.00	

06/02/2021 15:47
9814jdou

CITY OF SIKESTON, MO
NEXT YEAR BUDGET COMPARISON REPORT

P 47
bgnyrpts

PROJECTION: 20221 FISCAL YEAR 2022, BUDGET PROJECTION NUMBER 1

FOR PERIOD 99

ACCOUNTS FOR: CAPITAL IMPROVEMENT	2020 ACTUAL	2021 ORIG BUD	2021 REVISED BUD	2022 DIVISION	2022 DEPARTMENT	2022 CITY MGR	COMMENT
0000							
0000							
7500412 4020 SALES TAX	-1,646,874.23	-1,575,000.00	-1,575,000.00	.00	.00	-1,650,000.00	
7500412 4022 NMCO ST	-25,809.94	-25,450.00	-25,450.00	.00	.00	-27,300.00	
TOTAL SALES TAX	-1,672,684.17	-1,600,450.00	-1,600,450.00	.00	.00	-1,677,300.00	
7500432 MISCELLANEOUS REVENUE							
7500432 4147 MISCELLANE	.00	-2,000.00	-2,000.00	.00	.00	-508,225.00	
7500432 4148 DONATIONS	-32,000.00	.00	.00	.00	.00	-35,000.00	
7500432 4149 INTEREST I	-18,159.59	-4,000.00	-4,000.00	.00	.00	-15,000.00	
7500432 4150 INSURANCE	-235,208.18	.00	.00	.00	.00	.00	
7500432 4162 SALE OF PE	-21,281.00	.00	.00	.00	.00	.00	
TOTAL MISCELLANEOUS REVENUE	-306,648.77	-6,000.00	-6,000.00	.00	.00	-558,225.00	
7500434 GRANT REVENUES							
7500434 4208 15-FO-0162	.00	.00	.00	.00	.00	.00	
7500434 4218 GRANT-ALP	.00	.00	.00	.00	.00	.00	
TOTAL GRANT REVENUES	.00	.00	.00	.00	.00	.00	
0010 GENERAL GOVERNMENT							
0010 GENERAL GOVERNMENT							
7510434 GRANT REVENUES							
7510434 4195 SEMA RADIO	.00	.00	.00	.00	.00	.00	
7510434 4200 EMW 184413	.00	-25,000.00	-25,000.00	.00	.00	.00	
7510434 4207 WALKING TR	-32,100.87	-120,200.00	-120,200.00	.00	360,100.00	.00	
7510434 4221 EMW2020SSO	.00	.00	.00	.00	.00	.00	
7510434 4222 LWCF GRANT	.00	.00	.00	.00	120,000.00	-120,000.00	
TOTAL GRANT REVENUES	-32,100.87	-145,200.00	-145,200.00	.00	480,100.00	-120,000.00	
7510554 CONTRACTUAL SERVICES							
7510554 5257 MALCO EATS	4,530.00	3,525.00	3,525.00	.00	.00	3,525.00	
7510554 5346 EATS M&M T	10,746.00	13,578.00	13,578.00	.00	.00	13,578.00	
7510554 5349 EATS COLTO	3,487.00	4,209.00	4,209.00	.00	.00	3,600.00	

06/02/2021 15:47
9814jdou

CITY OF SIKESTON, MO
NEXT YEAR BUDGET COMPARISON REPORT

P 48
bgnyrpts

PROJECTION: 20221 FISCAL YEAR 2022, BUDGET PROJECTION NUMBER 1

FOR PERIOD 99

ACCOUNTS FOR: CAPITAL IMPROVEMENT	2020 ACTUAL	2021 ORIG BUD	2021 REVISED BUD	2022 DIVISION	2022 DEPARTMENT	2022 CITY MGR	COMMENT
TOTAL CONTRACTUAL SERVICES	18,763.00	21,312.00	21,312.00	.00	.00	20,703.00	
7510558 CAPITAL OUTLAYS							
7510558 5690 COMPUTERS	103,091.08	1,500.00	1,500.00	.00	.00	.00	
7510558 5702 BLDG RENOV	125,116.70	33,000.00	33,000.00	.00	.00	.00	
7510558 5742 LAND/PROPE	10,756.60	.00	.00	.00	.00	.00	
TOTAL CAPITAL OUTLAYS	238,964.38	34,500.00	34,500.00	.00	.00	.00	
0020 FINANCE/CITY TREASURER							
0022 CITY TREASURER DIVISION							
7522558 CAPITAL OUTLAYS							
7522558 5690 COMPUTERS	219.98	.00	.00	.00	.00	.00	
7522558 5694 FURNITURE	.00	.00	.00	10,000.00	3,500.00	3,500.00	
TOTAL CAPITAL OUTLAYS	219.98	.00	.00	10,000.00	3,500.00	3,500.00	
0026 INFORMATION TECHNOLOGY							
7526558 CAPITAL OUTLAYS							
7526558 5690 COMPU EQU	.00	.00	.00	.00	.00	.00	
7526558 5694 FURN & FIX	.00	.00	.00	5,000.00	5,000.00	5,000.00	
TOTAL CAPITAL OUTLAYS	.00	.00	.00	5,000.00	5,000.00	5,000.00	
0030 PUBLIC SAFETY							
0030 ADMINISTRATION/DETENTION							
7530558 CAPITAL OUTLAYS							
7530558 5636 RADIO MAIN	14,863.22	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	
7530558 5637 EMWL84413	.00	.00	.00	.00	.00	5,000.00	
7530558 5677 CAMERAS &	21,610.81	40,000.00	40,000.00	40,000.00	40,000.00	40,000.00	
7530558 5697 DPS BLDG L	313,017.00	313,017.00	313,017.00	313,017.00	313,017.00	.00	
7530558 5698 BLDG MAINT	27,329.40	52,000.00	52,000.00	52,000.00	52,000.00	52,000.00	
TOTAL CAPITAL OUTLAYS	376,820.43	415,017.00	415,017.00	415,017.00	415,017.00	107,000.00	
0032 PATROL							
7532558 CAPITAL OUTLAYS							
7532558 5601 SEDANS: PA	155,899.98	85,000.00	85,000.00	40,000.00	40,000.00	40,000.00	

06/02/2021 15:47
9814jdou

CITY OF SIKESTON, MO
NEXT YEAR BUDGET COMPARISON REPORT

P 49
bgnyrpts

PROJECTION: 20221 FISCAL YEAR 2022, BUDGET PROJECTION NUMBER 1

FOR PERIOD 99

ACCOUNTS FOR:			2020	2021	2021	2022	2022	2022	
CAPITAL IMPROVEMENT			ACTUAL	ORIG BUD	REVISED BUD	DIVISION	DEPARTMENT	CITY MGR	COMMENT
7532558	5603	SEDANS: AD	.00	.00	.00	85,000.00	85,000.00	85,000.00	
7532558	5604	REFERB	24,888.97	75,000.00	75,000.00	.00	.00	.00	
7532558	5634	CAMERA &	3,129.60	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	
7532558	5635	VEH MAINT	87,574.72	85,000.00	85,000.00	85,000.00	85,000.00	85,000.00	
7532558	5636	RADIO MAIN	149.00	500.00	500.00	.00	.00	.00	
7532558	5637	MOBILE COM	.00	.00	.00	.00	.00	.00	
7532558	5639	EMW2020S00	.00	.00	.00	.00	.00	.00	
7532558	5668	WEAPONS AN	14,938.73	19,000.00	19,000.00	19,000.00	19,000.00	19,000.00	
TOTAL CAPITAL OUTLAYS			286,581.00	267,500.00	267,500.00	232,000.00	232,000.00	232,000.00	
0034	FIRE								
7534558	CAPITAL OUTLAYS								
7534558	5605	TRUCK:PUMP	95,420.96	98,000.00	98,000.00	98,000.00	98,000.00	98,000.00	
7534558	5607	PICKUP	48,687.93	.00	.00	50,000.00	.00	.00	
7534558	5635	VEH MAINT	210,297.43	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00	
7534558	5638	EQU MAINT	19,910.52	20,000.00	20,000.00	20,000.00	20,000.00	61,000.00	
7534558	5660	FIRE HOSE:	26,277.83	40,000.00	40,000.00	20,000.00	20,000.00	20,000.00	
7534558	5662	FIRE TURN-	37,973.00	39,000.00	39,000.00	29,000.00	29,000.00	29,000.00	
7534558	5664	SCBA BREAT	5,376.65	8,000.00	8,000.00	8,600.00	8,600.00	8,600.00	
7534558	5670	GENERATORS	.00	.00	.00	.00	.00	.00	
7534558	5674	PORTABLE R	.00	.00	.00	.00	.00	.00	
7534558	5694	FURNITURE	1,930.83	3,000.00	3,000.00	2,500.00	2,500.00	2,500.00	
7534558	5698	BLDG MAINT	12,656.50	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	
7534558	5702	BLDG RENOV	14,598.77	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	
TOTAL CAPITAL OUTLAYS			473,130.42	293,000.00	293,000.00	313,100.00	263,100.00	304,100.00	
0038	EMERGENCY MANAGEMENT								
7538556	MAINTENANCE & OPERATIONS								
7538556	5489	ACCUM DEPR	.00	.00	.00	.00	.00	.00	
TOTAL MAINTENANCE & OPERATIO			.00	.00	.00	.00	.00	.00	
7538558	CAPITAL OUTLAYS								
7538558	5671	WARNING SI	2,670.00	3,000.00	3,000.00	60,000.00	3,000.00	3,000.00	
TOTAL CAPITAL OUTLAYS			2,670.00	3,000.00	3,000.00	60,000.00	3,000.00	3,000.00	
0040	PUBLIC WORKS								
0040	DIRECTOR								
7540558	CAPITAL OUTLAYS								
7540558	5600	CAP OUTLAY	32,000.00	.00	.00	.00	.00	17,500.00	

06/02/2021 15:47
9814jdou

CITY OF SIKESTON, MO
NEXT YEAR BUDGET COMPARISON REPORT

P 50
bgnyrpts

PROJECTION: 20221 FISCAL YEAR 2022, BUDGET PROJECTION NUMBER 1

FOR PERIOD 99

ACCOUNTS FOR:			2020	2021	2021	2022	2022	2022	
CAPITAL IMPROVEMENT			ACTUAL	ORIG BUD	REVISED BUD	DIVISION	DEPARTMENT	CITY MGR	COMMENT
7540558	5635	VEH MAINT	.00	500.00	500.00	500.00	500.00	500.00	
7540558	5638	EQU MAINT	.00	300.00	300.00	.00	300.00	300.00	
7540558	5670	GENERATORS	.00	.00	.00	.00	50,000.00	50,000.00	
7540558	5690	COMPUTERS	.00	300.00	300.00	.00	300.00	300.00	
7540558	5702	BLDG RENOV	2,357.50	.00	.00	.00	79,000.00	.00	
TOTAL CAPITAL OUTLAYS			34,357.50	1,100.00	1,100.00	500.00	130,100.00	68,600.00	
<hr/>									
0042	STREETS								
7542558	CAPITAL OUTLAYS								
7542558	5501	DEBT SERV	.00	.00	.00	.00	.00	.00	
7542558	5607	TRUCK: PIC	.00	.00	.00	.00	50,000.00	.00	
7542558	5610	TRUCK LEAS	52,843.30	52,400.00	52,400.00	.00	50,000.00	50,000.00	
7542558	5617	STREET SWE	.00	.00	.00	.00	.00	.00	
7542558	5625	TRACTORS	.00	.00	.00	.00	.00	.00	
7542558	5648	MOWING EQU	.00	120,000.00	120,000.00	.00	50,000.00	.00	
7542558	5674	RADIOS: PO	.00	6,000.00	6,000.00	.00	.00	.00	
7542558	5690	COMPUTERS	3,079.61	.00	.00	.00	.00	.00	
7542558	5694	FURNITURE	.00	.00	.00	.00	.00	.00	
7542558	5698	BLDG MAINT	601.00	.00	.00	.00	.00	.00	
7542558	5699	ST SWEEPER	51,493.82	51,200.00	51,200.00	.00	113,000.00	113,000.00	
7542558	5731	SIDE WALKS	21,080.91	160,000.00	160,000.00	.00	.00	.00	
7542558	5734	STREETS &	.00	100,000.00	100,000.00	.00	200,000.00	.00	
TOTAL CAPITAL OUTLAYS			129,098.64	489,600.00	489,600.00	.00	463,000.00	163,000.00	
<hr/>									
0043	GARAGE								
7543558	CAPITAL OUTLAYS								
7543558	5607	TRUCK: PIC	.00	.00	.00	.00	.00	.00	
7543558	5635	VEH MAINT	154.23	800.00	800.00	850.00	850.00	850.00	
7543558	5638	EQU MAINT	589.76	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	
7543558	5698	BLDG MAINT	4,035.96	6,000.00	6,000.00	22,600.00	22,600.00	22,600.00	
TOTAL CAPITAL OUTLAYS			4,779.95	8,800.00	8,800.00	25,450.00	25,450.00	25,450.00	
<hr/>									
0047	PARKS								
7547556	MAINTENANCE & OPERATIONS								
7547556	5360	GROUNDS MA	.00	.00	.00	.00	.00	35,000.00	

06/02/2021 15:47
9814jdou

CITY OF SIKESTON, MO
NEXT YEAR BUDGET COMPARISON REPORT

P 51
bgnyrpts

PROJECTION: 20221 FISCAL YEAR 2022, BUDGET PROJECTION NUMBER 1

FOR PERIOD 99

ACCOUNTS FOR:			2020	2021	2021	2022	2022	2022	
CAPITAL IMPROVEMENT			ACTUAL	ORIG BUD	REVISED BUD	DIVISION	DEPARTMENT	CITY MGR	COMMENT
7547556	5382	CONST MAT	.00	.00	.00	.00	.00	11,200.00	
7547556	5386	MINOR EQU	.00	.00	.00	.00	.00	6,000.00	
TOTAL MAINTENANCE & OPERATIO			.00	.00	.00	.00	.00	52,200.00	
7547558	CAPITAL OUTLAYS								
7547558	5620	CONCESSION	.00	.00	.00	.00	.00	.00	
7547558	5622	REC EQUIP	4,120.00	6,000.00	6,000.00	228,000.00	78,000.00	3,000.00	
7547558	5624	SCOREBOARD	.00	.00	.00	.00	.00	.00	
7547558	5626	SIGNAGE	.00	.00	.00	.00	.00	.00	
7547558	5630	EQUIPMENT	6,156.28	23,000.00	23,000.00	15,000.00	14,000.00	9,500.00	
7547558	5635	VEH MAINT	.00	.00	.00	.00	.00	6,000.00	
7547558	5646	MOWING EQU	2,300.00	.00	.00	11,000.00	11,000.00	12,500.00	
7547558	5648	MOWING EQU	.00	.00	.00	.00	.00	.00	
7547558	5690	COMPUTERS	1,256.28	3,000.00	3,000.00	.00	.00	.00	
7547558	5698	BLDG MAINT	.00	.00	.00	.00	.00	23,000.00	
7547558	5711	CLINTON BL	.00	12,000.00	12,000.00	45,940.00	45,940.00	58,440.00	
7547558	5726	DECORATION	7,868.18	15,000.00	15,000.00	15,000.00	15,000.00	10,000.00	
7547558	5727	IRRIGATION	3,700.00	.00	.00	6,000.00	6,000.00	6,000.00	
7547558	5728	TRAIL IMPR	111,631.23	.00	.00	515,000.00	450,100.00	.00	
7547558	5729	INFIELD RE	47,510.19	40,600.00	40,600.00	37,000.00	37,000.00	37,000.00	
7547558	5734	STREETS/AL	.00	.00	.00	.00	80,000.00	80,000.00	
7547558	5751	LWCF GRANT	.00	.00	.00	.00	150,000.00	150,000.00	
7547558	5753	PLAYGROUND	18,470.17	.00	.00	100,000.00	100,000.00	31,000.00	
7547558	5755	SHELTERS,T	.00	20,000.00	20,000.00	65,000.00	65,000.00	45,000.00	
7547558	5756	CONCESSION	.00	.00	.00	.00	.00	80,000.00	
7547558	5757	FENCING &	9,600.00	20,000.00	20,000.00	23,000.00	33,000.00	305,700.00	
7547558	5758	PARKING AR	.00	.00	.00	.00	65,000.00	.00	
7547558	5759	TURF MAINT	15,306.11	22,000.00	22,000.00	16,000.00	16,000.00	16,000.00	
7547558	5760	LAKES, PON	.00	.00	.00	.00	.00	135,000.00	
TOTAL CAPITAL OUTLAYS			227,918.44	161,600.00	161,600.00	1,076,940.00	1,166,040.00	1,008,140.00	
0049	AIRPORT								
7549558	CAPITAL OUTLAYS								
7549558	5740	AIRPORT IM	5,018.76	.00	.00	160,000.00	160,000.00	60,000.00	
TOTAL CAPITAL OUTLAYS			5,018.76	.00	.00	160,000.00	160,000.00	60,000.00	
0045	COMMUNITY DEVELOPMENT								
0041	SEASONAL MOWING								
7541558	CAPITAL OUTLAYS								
7541558	5607	PICKUP	.00	.00	.00	.00	.00	.00	

06/02/2021 15:47
9814jdou

CITY OF SIKESTON, MO
NEXT YEAR BUDGET COMPARISON REPORT

P 52
bgnyrpts

PROJECTION: 20221 FISCAL YEAR 2022, BUDGET PROJECTION NUMBER 1

FOR PERIOD 99

ACCOUNTS FOR:			2020	2021	2021	2022	2022	2022	
CAPITAL IMPROVEMENT			ACTUAL	ORIG BUD	REVISED BUD	DIVISION	DEPARTMENT	CITY MGR	COMMENT
7541558	5646	MOWING EQU	.00	.00	.00	.00	.00	.00	
TOTAL CAPITAL OUTLAYS			.00	.00	.00	.00	.00	.00	
<hr/>									
0045	PLANNING								
<hr/>									
7545558	CAPITAL OUTLAYS								
7545558	5607	TRUCK: PIC	.00	.00	.00	.00	.00	.00	
7545558	5635	VEH MAINT	1,492.83	2,000.00	2,000.00	.00	.00	2,000.00	
7545558	5636	RADIO MAIN	.00	300.00	300.00	.00	.00	300.00	
7545558	5674	PORTABLE R	.00	6,000.00	6,000.00	.00	.00	.00	
7545558	5690	COMPUTERS	.00	.00	.00	.00	.00	.00	
7545558	5694	FURNITURE	.00	2,500.00	2,500.00	.00	.00	2,500.00	
TOTAL CAPITAL OUTLAYS			1,492.83	10,800.00	10,800.00	.00	.00	4,800.00	
<hr/>									
0046	ANIMAL CONTROL								
<hr/>									
7546558	CAPITAL OUTLAYS								
7546558	5606	VEHICLES	26,289.74	.00	.00	.00	.00	.00	
7546558	5607	TRUCK: PIC	.00	.00	.00	.00	.00	.00	
7546558	5674	PORTABLE R	.00	6,000.00	6,000.00	.00	.00	.00	
7546558	5698	BLDG MAINT	990.96	3,500.00	3,500.00	.00	.00	.00	
TOTAL CAPITAL OUTLAYS			27,280.70	9,500.00	9,500.00	.00	.00	.00	
<hr/>									
0085	OTHER FINANCING SOURCES								
<hr/>									
0085	OTHER FINANCING SOURCES								
<hr/>									
7585460	OTHER FINANCING SOURCES								
7585460	4849	0010 TRANS	-670,000.00	.00	.00	.00	.00	-440,700.00	
7585460	4866	XFER SIK I	.00	.00	.00	.00	.00	.00	
TOTAL OTHER FINANCING SOURCE			-670,000.00	.00	.00	.00	.00	-440,700.00	
<hr/>									
0087	OTHER FINANCING USES								
<hr/>									
0087	OTHER FINANCING USES								
<hr/>									
7587562	OTHER FINANCING USES								
7587562	5863	LOAN PAYME	.00	.00	.00	.00	.00	588,662.00	

06/02/2021 15:47
 9814jdou

CITY OF SIKESTON, MO
 NEXT YEAR BUDGET COMPARISON REPORT

P 53
 bgnyrpts

PROJECTION: 20221 FISCAL YEAR 2022, BUDGET PROJECTION NUMBER 1

FOR PERIOD 99

ACCOUNTS FOR:			2020	2021	2021	2022	2022	2022	
CAPITAL IMPROVEMENT			ACTUAL	ORIG BUD	REVISED BUD	DIVISION	DEPARTMENT	CITY MGR	COMMENT
7587562	5864	XFER TO 25	.00	.00	.00	.00	.00	.00	
7587562	5874	XFER TST	.00	.00	.00	.00	.00	150,000.00	
TOTAL OTHER FINANCING USES			.00	.00	.00	.00	.00	738,662.00	
TOTAL CAPITAL IMPROVEMENT			-854,337.78	-35,921.00	-35,921.00	2,298,007.00	3,346,307.00	-70.00	

06/02/2021 15:47
9814jdou

CITY OF SIKESTON, MO
NEXT YEAR BUDGET COMPARISON REPORT

P 54
bgnyrpts

PROJECTION: 20221 FISCAL YEAR 2022, BUDGET PROJECTION NUMBER 1

FOR PERIOD 99

ACCOUNTS FOR:		2020	2021	2021	2022	2022	2022	
60/61 TIF DISTRICT		ACTUAL	ORIG BUD	REVISED BUD	DIVISION	DEPARTMENT	CITY MGR	COMMENT
0001 RPA1								
0001	RPA1							
9001432	4149 INTEREST I	-201.70	-200.00	-200.00	.00	.00	-200.00	
TOTAL MISCELLANEOUS REVENUE		-201.70	-200.00	-200.00	.00	.00	-200.00	
0004 COLTONS								
9004440	COLTONS							
9004440	4901 PILOT COLT	-17,012.31	-17,000.00	-17,000.00	.00	.00	-17,000.00	
9004440	4902 EATS COLTO	-43,280.00	-40,500.00	-40,500.00	.00	.00	-40,500.00	
TOTAL COLTONS		-60,292.31	-57,500.00	-57,500.00	.00	.00	-57,500.00	
0005 HOLIDAY INN								
9005440	HOLIDAY INN							
9005440	4901 PILOT	-53,028.05	-53,000.00	-53,000.00	.00	.00	-54,000.00	
TOTAL HOLIDAY INN		-53,028.05	-53,000.00	-53,000.00	.00	.00	-54,000.00	
0010 GENERAL GOVERNMENT								
0010 GENERAL GOVERNMENT								
9010554	CONTRACTUAL SERVICES							
9010554	5253 COLT REIMB	59,917.52	60,000.00	60,000.00	.00	.00	64,000.00	
9010554	5254 HOLI REIMB	53,028.05	53,000.00	53,000.00	.00	.00	53,000.00	
TOTAL CONTRACTUAL SERVICES		112,945.57	113,000.00	113,000.00	.00	.00	117,000.00	
TOTAL 60/61 TIF DISTRICT		-576.49	2,300.00	2,300.00	.00	.00	5,300.00	

06/02/2021 15:47
9814jdou

CITY OF SIKESTON, MO
NEXT YEAR BUDGET COMPARISON REPORT

P 55
bgnyrpts

PROJECTION: 20221 FISCAL YEAR 2022, BUDGET PROJECTION NUMBER 1

FOR PERIOD 99

ACCOUNTS FOR: HIGHWAY 60 WEST TIF			2020 ACTUAL	2021 ORIG BUD	2021 REVISED BUD	2022 DIVISION	2022 DEPARTMENT	2022 CITY MGR	COMMENT
<hr/>									
0000									
<hr/>									
0000									
9100432	4149	INT INCOME	-1,114.27	-500.00	-500.00	.00	.00	-600.00	
9100432	4165	PRELIM FUN	-4,203.75	-1,500.00	-1,500.00	.00	.00	-4,000.00	
TOTAL MISCELLANEOUS REVENUE			-5,318.02	-2,000.00	-2,000.00	.00	.00	-4,600.00	
<hr/>									
9100440	TIF REVENUES								
9100440	4902	EATS MALCO	.00	.00	.00	.00	.00	.00	
TOTAL TIF REVENUES			.00	.00	.00	.00	.00	.00	
<hr/>									
9100552	PROFESSIONAL SERVICES								
9100552	5232	LEGAL	4,203.75	2,000.00	2,000.00	.00	.00	2,000.00	
TOTAL PROFESSIONAL SERVICES			4,203.75	2,000.00	2,000.00	.00	.00	2,000.00	
<hr/>									
9101554	CONTRACTUAL SERVICES								
9101554	5235	ADMIN FEE	4,000.00	4,000.00	4,000.00	.00	.00	4,000.00	
9101554	5258	RPA1 MALCO	63,332.08	67,600.00	67,600.00	.00	.00	67,600.00	
9101554	5259	RPA-1MALCO	39,254.02	69,000.00	69,000.00	.00	.00	69,000.00	
9101554	5260	WATAMI	30,194.03	13,000.00	13,000.00	.00	.00	16,000.00	
TOTAL CONTRACTUAL SERVICES			136,780.13	153,600.00	153,600.00	.00	.00	156,600.00	
<hr/>									
0001	RPA1								
<hr/>									
0001	RPA1								
<hr/>									
9101440	MISCELLANEOUS REVENUE								
9101440	4901	PILOT	-115,904.13	-116,000.00	-116,000.00	.00	.00	-114,000.00	
9101440	4902	EATS	-53,375.00	-36,000.00	-36,000.00	.00	.00	-36,000.00	
TOTAL MISCELLANEOUS REVENUE			-169,279.13	-152,000.00	-152,000.00	.00	.00	-150,000.00	
<hr/>									
0002	RPA2								
<hr/>									
0002	RPA2								
<hr/>									
9102440	RPA-2 PILOT								
9102440	4901	PILOT RPA2A	-77,415.45	-77,385.00	-77,385.00	.00	.00	-77,000.00	

06/02/2021 15:47
9814jdou

CITY OF SIKESTON, MO
NEXT YEAR BUDGET COMPARISON REPORT

P 56
bgnyrpts

PROJECTION: 20221 FISCAL YEAR 2022, BUDGET PROJECTION NUMBER 1

FOR PERIOD 99

ACCOUNTS FOR: HIGHWAY 60 WEST TIF	2020 ACTUAL	2021 ORIG BUD	2021 REVISED BUD	2022 DIVISION	2022 DEPARTMENT	2022 CITY MGR	COMMENT
TOTAL RPA-2 PILOT	-77,415.45	-77,385.00	-77,385.00	.00	.00	-77,000.00	
9102554 RPA-2 DEVELOPER REIMBURSEMENT							
9102554 5235 ADMIN FEE	1,000.00	1,000.00	1,000.00	.00	.00	1,000.00	
9102554 5258 RPA1 MALCO	93,161.43	39,000.00	39,000.00	.00	.00	39,000.00	
9102554 5332 HAMP REIMB	25,945.02	26,000.00	26,000.00	.00	.00	26,000.00	
TOTAL RPA-2 DEVELOPER REIMBU	120,106.45	66,000.00	66,000.00	.00	.00	66,000.00	
0003 RPA3							
0003 RPA3							
9103440 RPA-3 PILOT							
9103440 4901 PILOT	-7.66	.00	.00	.00	.00	.00	
TOTAL RPA-3 PILOT	-7.66	.00	.00	.00	.00	.00	
0087 OTHER FINANCING USES							
0087 OTHER FINANCING USES							
9187562 OTHER FINANCING USES							
9187562 5886 TRANS 0070	.00	.00	.00	.00	.00	.00	
TOTAL OTHER FINANCING USES	.00	.00	.00	.00	.00	.00	
TOTAL HIGHWAY 60 WEST TIF	9,070.07	-9,785.00	-9,785.00	.00	.00	-7,000.00	

06/02/2021 15:47
9814jdou

CITY OF SIKESTON, MO
NEXT YEAR BUDGET COMPARISON REPORT

P 57
bgnyrpts

PROJECTION: 20221 FISCAL YEAR 2022, BUDGET PROJECTION NUMBER 1

FOR PERIOD 99

ACCOUNTS FOR: MAIN & MALONE TIF DISTRICT			2020 ACTUAL	2021 ORIG BUD	2021 REVISED BUD	2022 DIVISION	2022 DEPARTMENT	2022 CITY MGR	COMMENT
0000									
0000									
9500412	4021	TDDREV	-23,860.73	-19,200.00	-19,200.00	.00	.00	-19,000.00	
TOTAL SALES TAX			-23,860.73	-19,200.00	-19,200.00	.00	.00	-19,000.00	
9500432	MISCELLANEOUS REVENUE								
9500432	4147	MISCELLANE	.00	-900.00	-900.00	.00	.00	.00	
TOTAL MISCELLANEOUS REVENUE			.00	-900.00	-900.00	.00	.00	.00	
0001 RPA1									
0001 RPA1									
9501432	MISCELLANEOUS REVENUE								
9501432	4149	INTEREST I	-795.67	-900.00	-900.00	.00	.00	-250.00	
TOTAL MISCELLANEOUS REVENUE			-795.67	-900.00	-900.00	.00	.00	-250.00	
9501440	TIF REVENUE								
9501440	4901	P.I.L.O.T.	-66,264.57	-63,000.00	-63,000.00	.00	.00	-66,000.00	
9501440	4902	E.A.T.S	-117,384.00	-106,000.00	-106,000.00	.00	.00	-106,000.00	
TOTAL TIF REVENUE			-183,648.57	-169,000.00	-169,000.00	.00	.00	-172,000.00	
9501554	CONTRACTUAL SERVICES								
9501554	5249	BOND INTER	152,461.65	164,000.00	164,000.00	.00	.00	164,000.00	
9501554	5250	BOND PRINC	.00	.00	.00	.00	.00	.00	
9501554	5265	M&M EXP	2,999.80	3,000.00	3,000.00	.00	.00	3,000.00	
9501554	5269	TRUSTEE FE	.00	.00	.00	.00	.00	.00	
TOTAL CONTRACTUAL SERVICES			155,461.45	167,000.00	167,000.00	.00	.00	167,000.00	
TOTAL MAIN & MALONE TIF DIST			-52,843.52	-23,000.00	-23,000.00	.00	.00	-24,250.00	

06/02/2021 15:47
9814jdou

CITY OF SIKESTON, MO
NEXT YEAR BUDGET COMPARISON REPORT

P 58
bgnyrpts

PROJECTION: 20221 FISCAL YEAR 2022, BUDGET PROJECTION NUMBER 1

FOR PERIOD 99

ACCOUNTS FOR: SEDC FUND	2020 ACTUAL	2021 ORIG BUD	2021 REVISED BUD	2022 DIVISION	2022 DEPARTMENT	2022 CITY MGR	COMMENT
0051 SIKESTON ECONOMIC DEVEL CORP							
0051 SIKESTON ECONOMIC DEV CORP							
9651430 4137 RENTS & LE	-313,017.00	-313,017.00	-313,017.00	.00	.00	-313,017.00	
TOTAL RENTS & LEASES	-313,017.00	-313,017.00	-313,017.00	.00	.00	-313,017.00	
9651552 PROFESSIONAL SERVICES							
9651552 5248 OTHR PROF	500.00	.00	.00	.00	.00	500.00	
TOTAL PROFESSIONAL SERVICES	500.00	.00	.00	.00	.00	500.00	
9651554 CONTRACTUAL SERVICES							
9651554 5251 PRINCIPAL	.00	12,000.00	12,000.00	.00	.00	12,000.00	
9651554 5252 INTEREST	.00	145,000.00	145,000.00	.00	.00	145,000.00	
9651554 5286 PROP INS	6,465.00	6,500.00	6,500.00	.00	.00	6,500.00	
TOTAL CONTRACTUAL SERVICES	6,465.00	163,500.00	163,500.00	.00	.00	163,500.00	
9651556 MAINTENANCE & OPERATIONS							
9651556 5393 REAL ESTAT	277.99	278.00	278.00	.00	.00	.00	
TOTAL MAINTENANCE & OPERATIO	277.99	278.00	278.00	.00	.00	.00	
9651558 CAPITAL OUTLAYS							
9651558 5500 SEDC LOAN	256,493.00	256,493.00	256,493.00	.00	.00	256,493.00	
TOTAL CAPITAL OUTLAYS	256,493.00	256,493.00	256,493.00	.00	.00	256,493.00	
TOTAL SEDC FUND	-49,281.01	107,254.00	107,254.00	.00	.00	107,476.00	
TOTAL REVENUE	-25,199,990.24	-27,090,877.23	-27,090,877.23	-622,894.39	663,615.61	-25,641,861.52	
TOTAL EXPENSE	23,535,811.04	26,837,699.45	26,837,699.45	5,292,072.00	19,279,322.00	26,263,632.00	
GRAND TOTAL	-1,664,179.20	-253,177.78	-253,177.78	4,669,177.61	19,942,937.61	621,770.48	

** END OF REPORT - Generated by JON DOUGLASS **

Council Letter

Date of Meeting: 21-06-07

Originating Department: Governmental Services

To the Mayor and City Council:

Subject: Bill 6222 Establishing Staffing and Compensation Levels for FY-22

Attachment(s):

1. Bill 6222 with associated tables

Action Options:

1. Second Reading and Approval of Bill Number 6222
2. Other action Council may deem appropriate

Background:

In accordance with the City Charter, Bill 6222 establishing staffing levels and the basic compensation plan for the fiscal year ending June 30, 2022 is presented for first reading. As set forth in Table 1-A of Bill 6190 staffing for FY2022 will consist of 128 full time employees, 16 part-time and 32 seasonal.

Changes to the staffing ordinance include:

- The Collector has had a fulltime contractual employee for numerous years. This was reclassified to a full-time employee to improve turnover for the position.
- Three seasonal mowers have been assigned to the Community Development Department for seasonal mowing. In prior years, only two positions were utilized. The third position was transferred to the Street Division in Public Works.
- Additional seasonal workers were added for concessions due to tournaments.
- A \$2,000 increase was given to fulltime employees.
- Entry level pay for communications officers increased an additional \$1/hour to improve retention and attract applicants.
- A skilled worker was added to Street Division and Park Division.
- A maintenance position was added to assist the Building Maintenance Supervisor.

The second reading of Bill Number 6222 has been scheduled for the June 7th, City Council Meeting. As indicated in Section XIV: Record of Passage, the effective date of this bill will be July 1, 2021.

THIS BILL AS ADOPTED SHALL BECOME EMERGENCY ORDINANCE NUMBER 6222 AND SHALL REPEAL ORDINANCE NUMBER 6190 BEING THE FY-22 COMPENSATION PLAN AND EMPLOYEE STAFFING LEVEL AUTHORIZATION, AND ALL AMENDMENTS THERETO; AND SHALL ESTABLISH THE EMPLOYEE COMPENSATION PLAN AND STAFFING LEVELS, AND THE ADMINISTRATION THEREOF FOR FISCAL YEAR 2022 (JULY 1, 2021 THROUGH JUNE 30, 2022).

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

SECTION I: General

- A. This ordinance shall not be codified as part of the Sikeston Municipal Code.
- B. This ordinance and all attachments hereto as may be amended shall be incorporated with and become part of the FY-22 BUDGET CODE.

SECTION II: Administration.

- A. The City Manager hereinafter referred to as "MANAGER" shall be responsible for the general and specific provisions of this Ordinance, including but not necessarily limited to:
 - 1. Development, implementation, monitoring and revision of supporting policy and procedure he deems necessary for proper administration and good business practices.
 - 2. Certifying employee compensation records for compliance to the provisions set forth herein and with supporting policy and procedure of II.A.I. Above.
- B. The MANAGER may:
 - 1. Approve higher initial compensation for any staff position authorized, when in his sole opinion such action is appropriate based on:
 - a. Degree of difficulty in attracting the most wholly qualified applicant at the published beginning rate; or
 - b. Specific or special qualifications are required for the position; or
 - c. Preferred/best candidate(s) background, experience and/or special qualifications result in extreme difficulty in recruiting at the regular entrance rate; or
 - d. The current local compensation trend for the skills required is substantially greater than the published beginning rate.
 - 2. Approve the hiring at a lesser initial compensation when, in his sole opinion, such action is appropriate based on:
 - a. An otherwise eligible candidate will require a period of specialized training; or
 - b. The current local compensation trend for the skills required is substantially less than the published beginning rate.
 - 3. Increase any employee's paid compensation when sustained performance indicates such action is appropriate:
 - a. Within the guidelines of the merit pay plan; or
 - b. When a given position responsibility and/or scope is significantly broadened; or
 - c. When a specific employee displays consistent and noteworthy performance, behavior and supportive attitude, which in the MANAGER'S sole opinion, collectively warrant such action.
 - 4. Decrease any employee's paid compensation:
 - a. When sustained or severe single case performance or behavior is below expected standards or represents severe disregard or violation of policy or procedure; or
 - b. Upon employee demotion or transfer as appropriate.
- C. Changes to and Offers of Compensation:
 - 1. No change to any part of any employee's compensation in total or in part, either increase or decrease, may be made without the approval of the MANAGER.
 - 2. No offer shall be made to any prospective or current employee of paid compensation or benefits, either greater or lesser than those allowed by this ordinance, except as may be approved by the MANAGER.
 - 3. Entry range compensation and benefits as specified herein may be discussed with potential employees, including whatever action a respective Department Head may intend to make, provided no actual offer is made without the approval of the MANAGER.
- D. DEPARTMENT HEAD shall be responsible for:
 - 1. Becoming and remaining knowledgeable with the provisions of this Ordinance

- including any amendment thereto and supporting policy or procedure as in effect currently or as may be established or revised in future.
 - 2. Ensuring compliance with the provisions of this Ordinance and supporting policy or procedure, as currently in effect or as may be amended.
 - 3. Training their Division Heads and Supervisors on the provisions of this Ordinance and supporting policy and procedure.
 - 4. Recommending any change to the compensation of each employee assigned to their Department, in support of the provisions of this Ordinance and supporting Personnel Policy.
 - 5. Ensuring timeliness and accuracy of any change, either increase or decrease, upon:
 - a. Each Anniversary Date
 - b. Upon Hiring, Promotion, Transfer, Discipline or Termination
 - 6. May suspend any employee within their Department, pending an appeals hearing in accordance with the provisions of the Discipline Policy, without pay.
- E. HUMAN RESOURCES DIRECTOR shall be responsible for:
- 1. Ensuring compliance with the provisions of this Ordinance and supporting policy, reporting any violation of either, immediately to the MANAGER.
 - 2. Generating and maintaining employee compensation records as needed including any change thereto, in a timely fashion.
 - 3. Generating and maintaining personnel rosters, in a format to be approved by the MANAGER, and shall contain as a minimum:
 - a. A complete POSITION listing, including current status of each, as authorized by this Ordinance or the MANAGER under the provisions of this Ordinance.
 - b. Current EMPLOYEE information including, department/division assignment, pay classification code, FLSA Classification code, hiring date, anniversary date, date of eligibility for next increase, and any other as required by the MANAGER.
 - c. Said roster to be updated at least monthly and a working copy updated daily, as may be required, and maintained by the City Treasurer.
 - 4. Generating and forwarding to responsible Department Head, any employee compensation record as needed to support the provisions of this Ordinance and ensuring the completeness and accuracy of any such compensation record.
 - 5. Ensuring timely entry and/or change, as approved by the MANAGER, to any employee's compensation as specified in the compensation record.

SECTION III: Paid Compensation.

- A. Pay Plan (See Tables IIA or IIB as applicable.)
- 1. Shall be a merit (performance) plan.
 - 2. Shall be constructed of twenty-three (23) levels called GRADES for all employees, and sixteen (16) ranges called STEPS for all employees except Commissioned Public Safety Officers, which have five (5) GRADES and sixteen (16) STEPS. STEPS are based upon years in service and the ability to maintain compliance with ongoing job requirements associated with the merit pay plan. (Please note: Commissioned Public Safety employees are subject to an alternate compensation plan. See Table IIB).
 - 3. Employees must be eligible in all respects on the appropriate anniversary date to receive the indicated increase in paid compensation.
 - 4. Employees ineligible for any reason on the appropriate anniversary date shall be awarded as follows:
 - a. The appropriate STEP assignment without any resulting increase in salary or wages.
 - b. Any benefit in terms of sick leave, vacation or other such, as would otherwise be awarded had the ineligibility not occurred.
 - c. Once an employee's eligibility is restored, they will receive a merit raise.
- B. Allowances are hereby authorized as follows:
- 1. Clothing allowance for employees of the Department of Public Safety serving in the positions of Command Staff, Communications Officers, Communications Supervisor, all Public Safety Officers, Investigators, Sergeants, and Lieutenants, will be earned at a rate of \$850.00 annually. This will be paid by installment on the first pay date in March and the second one-half (1/2) of the allowance to be paid on the first pay date in September, excluding new hires which will receive the first portion of their uniform allowance on their first pay check and the second portion either on the first pay date in March or the first pay date in September.
 - 2. Clothing and boot allowance for Entry Level Maintenance Workers, Skilled Workers, Mechanic, Airport Linemen, Shelter Director, DPW Supervisors, Code Enforcement Officers and Code Enforcement Supervisor/City Planner at a rate of \$450 annually.

3. Clothing allowance for administrative assistants, account clerks, city collector, human resources director, secretary/receptionist, IT technician, network administrator, court clerk and deputy court clerk at a rate of \$250 annually.
4. Mileage in the amount currently established by the United States Internal Revenue Service (IRS) Regulations per documented mile, when a privately owned vehicle is required to be used for CITY business, upon the responsible Department Heads certification of the claim for reimbursement. Said certification to be both for requirement of use and accuracy of the respective claim.
5. Direct reimbursement of "out-of-pocket" expenses of any employee incurred in the performance of their duties subject to Per Diem rates and completion/submission of appropriate claim and required supporting documentation within three (3) working days of return to work.

SECTION IV: Benefits:

- A. Vacation banking shall be limited to two (2) times the annual accrual rate.
 1. Vacation in excess of this amount shall be lost, without compensation, on the employee's anniversary date of employment.
 2. An employee may submit a request to cash-in vacation time, to the MANAGER. The MANAGER may authorize the payment (cashing in) of vacation, if it is warranted. An employee may request the cashing in of no more than two weeks of vacation within a fiscal year.
 3. Vacation in excess of the limits as herein established, shall be forfeited on the appropriate anniversary date, without recourse or grievance to or by the employee so affected.
 4. Vacation shall be earned and accrued monthly after the first anniversary date as follows:
 - a. Employees will begin accruing vacation time upon employment but will be unable to use it until their six-month anniversary. At six months they will receive five and ½ days (5 ½) or 2 and ¼ (2.25) shifts into their vacation bank. Employees leaving the service of the City prior to their one-year anniversary, as established in Section VII of this Ordinance, shall forfeit any and all claim to any vacation time.
 - b. Beginning six months to end of year four (4), eleven (11) days or four and ½ (4.5) shifts.
 - c. Beginning year five (5) to end of year eight (8), thirteen (13) days or five and ½ (5.5) shifts.
 - d. Beginning year nine (9) to end of year twelve (12), fifteen (15) days or six and ½ (6.5) shifts.
 - e. Beginning of year thirteen (13) to end of year sixteen (16), seventeen (17) days or seven and ½ (7.5) shifts.
 - f. Beginning of year seventeen (17) to end of year twenty (20), nineteen (19) days or eight and ½ (8.5) shifts.
 - g. Beginning of year twenty-one (21) to end of year twenty-five (25), twenty-one (21) days or nine and ½ (9.5) shifts.
 - h. Beginning year twenty-six (26) to end of employment, twenty-six (26) days or twelve and ½ (12.5) shifts.
 5. Accrued banked vacation shall be bought back at the employee's regular rate of pay when the employee leaves the service of the City.
 6. After the first anniversary of employment, vacation earned at the rates as set out herein above, shall accrue to the employee as follows:
 - a. Initial year's (six (6) days) shall be accrued (provided employee is recommended for continual employment) as a lump sum (in hours), the first pay period immediately following the anniversary date as set forth in Section VII of this Ordinance.
 - b. An amount in hours, equal to the rates established herein above, shall be accrued on a one-twelfth (1/12) per year pro-rata, to each eligible employee's vacation bank and stated on the employee's check stub on the first pay date immediately following the month the vacation time was earned. Vacation time used, as indicated on the employee time cards, shall be deducted from this balance on the pay date immediately following use.
 7. For the purpose of this Ordinance, a work month shall be defined as thirty (30) consecutive days.
 8. Accrual of vacation time shall continue up to the end of the first work month of authorized sick leave usage. Accrual of vacation time shall cease upon the completion of the first work month of sick leave usage, medical leave or leave of absence. Accrual of vacation time shall resume, as herein above set forth, upon the employee's return to work, upon doctor's release. Accrual rates may be prorated, to reflect actual work hours, if less than full-time.

Vacation Earned Per Year, Accrued Monthly

Assigned Hours Per Shift	Leave Based on Years of Completed Service						
	0-4	5-8	9-12	13-16	17-20	21-25	26+
	11 Days/ 4.5 Shifts	13 Days/ 5.5 Shifts	15 Days/ 6.5 Shifts	17 Days/ 7.5 Shifts	19 Days/ 8.5 Shifts	21 Days/ 9.5 Shifts	26 Days/ 12.5 Shifts
8	88	104	120	136	152	168	208
8.3	91.3	107.9	124.5	141.1	157.7	174.3	215.8
8.5	93.5	110.5	127.5	144.5	161.5	178.5	221
24	108	132	156	180	204	228	300

B. Sick leave shall be considered an insurance type benefit, the use of which represents a claim against the City and the banking of which shall be limited to 1,040 hours for general and supervisory personnel, 1079 hours for patrol and communication hourly employees, 1,105 hours for patrol sergeants, and 1404 hours for fire division personnel assigned to 24 hour shifts.

1. Abuse of sick leave shall be considered a false claim against the City and sufficient reason for immediate discharge of any employee when, in the sole opinion of the MANAGER, any such abuse may exist.
2. Sick leave in excess of banked limits shall be lost, without compensation, on the employee's anniversary date of employment. Employees, which have exceeded the bank limit, shall only be reduced to the bank limit. Employees, who have received their sick leave bank limit and forfeited the excess, shall begin to accrue sick leave in the routine manner until their next anniversary.
3. The MANAGER may authorize carry over, not to exceed one (1) additional year of sick leave accrual when, in his sole opinion, such action is warranted, upon receipt of an appropriate request at least thirty (30) days prior to the anniversary date the employee would otherwise forfeit sick leave time accrued.
4. Trading, transferring or giving of sick leave time is only authorized through the Shared Leave Program.
5. Sick leave shall be accrued monthly beginning after the first six (6) months of employment, upon department head recommendation and MANAGER approval as follows:

Sick Leave Earned Per Month				
Leave Based on Years of Completed Service				
Assigned Hours per Shift	<6 months	6 months – 2 years & 11 months	3-4 Years & 11 months	5 years +
8	0	4	6	8
8.3 & communications	0	4.15	6.225	8.3
8.5	0	4.25	6.38	8.5
24	0	6	8	10

6. Unused sick leave banked at the time the employee leaves the service of the City shall be forfeited and no paid compensation is authorized for any such time, unless the employee has at least 10 continuous years of service and leaves in good standing, then the employee will be paid for 25% of his accrued sick leave bank at his regular hourly rate.
7. Accrual of sick leave shall continue up to the end of the first work month of authorized sick leave usage. Accrual of sick leave shall cease upon the completion of the first work month of sick leave usage, medical leave or leave of absence. Accrual of sick leave shall resume, as hereinabove set forth, upon the employee's return to work; upon doctor's release. Accrual rates may be prorated, to reflect actual work hours, if less than full-time.

C. Holiday time shall be provided at a rate of thirteen (13) days per year, which shall be:

- New Year's Day (January 1)
- Martin Luther King, Jr. Day (3rd Monday in January)
- President's Day (3rd Monday in February)
- Memorial Day (Last Monday in May)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Columbus Day (2nd Monday in October)
- Veteran's Day (November 11)
- Thanksgiving Day (4th Thursday in November)
- Friday following Thanksgiving (4th Friday in November)
- Christmas Eve (December 24)
- Christmas Day (December 25)

- Floating Holiday (City offices remain open)
Good Friday

1. When any authorized holiday shall fall on a Saturday, that holiday shall be observed on the preceding Friday. When any authorized holiday shall fall on a Sunday, that holiday shall be observed on the following Monday.
2. Whenever an eligible employee is required to work or whenever a scheduled City Holiday shall fall on an eligible employee’s regularly scheduled day off then an employee may be choose to be paid the holiday or that holiday (in hours) shall be credited to the employee’s Personal Hours as follows:

Holiday/Personal Hours Banked Per Shift			
Salaried/40E	171E (8.3 hour shifts)	171E (8.5 hour shifts)	212 E (24 hours shifts)
8	8.3	8.5	12

3. Banked holiday/personal hours shall be reflected in the appropriate box on the next paycheck stub.
 4. Banked holiday time shall accrue until the employee requests to be paid or until the employee’s anniversary date, at which time all banked time shall be bought back from the employee at the employee’s regular hourly rate.
 5. The MANAGER may authorize a carryover of greater than that referenced in C(4) above, when in his sole opinion such action is warranted and upon written request at least thirty (30) days prior to the employee’s anniversary date, and with Department Head recommendations.
 6. Banked holiday time shall be bought back at the employee’s regular rate of pay, when any employee leaves the service of the City.
 7. Employees absent for more than 30 consecutive days will not accrue holiday/personal hours.
- D. The City shall participate in the Local Government Employee Retirement System (LAGERS) LT8-65 (65)-retirement plan. This retirement plan increases employee benefits to 1.50% for a life allowance; plus, an additional 50% allowance to age 65. Effective FY-92 the City changed from a “Contributory” to “Non-Contributory” Plan and is subject to the administrative requirements of State Statute and LAGERS regulations.
- E. The City shall provide an employee health insurance plan and pay eighty percent (80%) of the established premium contribution amount to be effective the first of the month following ninety (90) days of continued employment.
1. Employees shall contribute twenty percent (20%) of the established premium amount.
 2. Employees have the opportunity to enroll, when hired, for the health insurance coverage for themselves and any dependents. If coverage is declined at initial employment, employees can only enroll under special circumstances as a special enrollee or late enrollee. Please see the City of Sikeston Employee Health Benefits booklet for descriptions of special enrollee and late enrollee.
- F. The City shall offer a public employees’ cafeteria plan, as allowed under Internal Revenue Code Section 125. All full-time employees of the City are eligible for participation in the cafeteria plan. Benefit categories to be offered are as follows:
1. City sponsored medical insurance
 2. Flexible medical benefits
 3. Dependent care assistance
 4. Additional features or benefits the City may desire to add.

SECTION V: Classification.

- A. Each employee shall be assigned a compensation code; it shall be a three (3)-part code to track, in order: grade, step and longevity. The Compensation Code shall be upgraded at least annually, with an effective date the same as the employee’s anniversary date, or upon any compensation change with the new anniversary date as herein set out, as follows, the:
1. First two (2) digits designate Pay Grade.
 2. Letter Designation indicates Pay Step.
 3. Last two (2) digits designate completed years of service.
- B. In general, higher pay grades reflect:
1. Greater responsibility
 2. Hierarchy within the Organization
 3. Higher pay and/or allowances

SECTION VI: Eligibility.

- A. Eligibility shall encompass any and all criteria established by this Ordinance, and/or City policy and procedure. The absence or loss of any such or part of such eligibility shall limit or disallow pay increase as herein or otherwise authorized. Employees ineligible for, at the time they might normally expect to receive a pay increase, shall be assigned the next higher step designator. Any increase in compensation will be delayed until eligibility is restored.
- B. Ineligibility may occur, but may not be limited to the following:
 - 1. Qualifying Periods
 - a. Initial employment qualifying period for MERIT adjustment only.
 - b. An employee under investigation which may result in disciplinary action or who is under assignment to a disciplinary qualifying period shall:
 - 1. Have the outcome of the investigation applied retroactive to the date of eligibility.
 - 2. Not be eligible for any compensation increase but shall be assigned the next STEP as appropriate or as determined by due process, until eligibility is restored.
 - 2. When the average evaluation grade for the most recent merit period averages five point five (5.5) or less.
 - 3. When repeated or severe violations of policy or procedure occur.
 - 4. Upon department head or MANAGER recommendation.
- C. Merit Eligibility:
 - 1. Generally:
 - a. All positions except MANAGER and DEPARTMENT HEADS shall be eligible for merit increase upon completed service (see Tables II-A and II-B), and compliance with all criteria established by ordinance and/or City policy and procedure.
 - b. Merit increases shall be based on the mathematical average of all evaluations received since the employee's last merit increase, as determined in the Pay Plan Tables II-A and II-B.
 - c. Merit increases for the MANAGER and DEPARTMENT HEADS shall be individually determined
 - 2. General Service Employees, for purposes of this ordinance, shall be defined as all employees of the City of Sikeston other than Commissioned Employees. Merit increases shall be awarded to General Service Employees, when eligible in all respects, as set forth in Pay Plan Table II-A.
 - 3. Commissioned Employees, for the purposes of this ordinance, shall be defined as all rookie and commissioned public safety officers employed within the Sikeston Department of Public Safety. Merit increases shall be awarded to Commissioned Employees, when eligible in all respects, as set forth in Pay Plan Table II-B.
- D. Reclassifications and Other Compensation Increases:
 - 1. General Service Employees:
 - a. Public Works Skilled Workers, when classified as a leadsman by their Department Head shall receive an additional \$.75 per hour.
 - b. Rookie Communications Officers shall be assigned to Grade 6. Upon successful completion of their training, and upon Department Head recommendation and City Manager approval, the employee will be reclassified to Communications Officer, Grade 8, and receive appropriate compensation for that grade.
 - c. Communications Field Training Officer (FTO) - Communications Officers filling this position shall receive an additional one dollar and twenty-five cents (\$1.25) per hour. This additional compensation will only be paid when training a rookie communications officer.
 - d. Firefighter - A sub-classification of "Firefighter" will exist within the general classification of PSO. This class is used for non-commissioned officers assigned to Fire Division. Compensation for these employees shall be set by the City Manager, as determined by their training, education and performance.
 - 2. Commissioned Employees:
 - a. Public Safety FTO – Additional compensation of One Dollar and twenty-five cents (\$1.25) per hour is available for any commissioned Public Safety Officer trained, and designated as a Field Training Officer. This additional compensation will only be paid when training a rookie public safety officer.
 - b. Canine Officer – Any commissioned Public Safety Officer trained and designated as the City's Canine Officer shall receive additional, annualized, compensation of three thousand six hundred dollars (\$3,600).

SECTION VII: Anniversary Date.

- A. Shall be rounded to the first day of the month when the employee begins employment on or before the sixteenth (16th) day of the employment month, or to the first of the month following the employment month when the employee begins work after the sixteenth (16th) day of the employment month.
- B. This anniversary date shall be used when computing all eligibility times throughout the employee's employment.
- C. Merit changes, (pay or benefits) shall be based on employment anniversary dates of consecutive years of service.
- D. Employees leaving the service of the City prior to their 1st anniversary shall forfeit any and all claim to any vacation time.

SECTION VIII: Less Than Full Time Employees.

- A. The MANAGER shall determine hourly rates for employees working part time or temporary (seasonal) in accordance with sound business practices, the minimum wage laws and provisions of FLSA.
- B. The MANAGER may authorize up to one-half (1/2) the holiday time benefits to such employee when in his opinion such is warranted by the nature of the position and the specific employee's performance both warrant such action and provided said employee(s) is/are regularly scheduled for twenty-five (25) or more hours per week.

SECTION IX: Staffing Generally

- A. The City Manager shall be authorized for the following, including but not limited to:
 1. Development, monitoring and revision of supporting policy and procedure.
 2. Ensuring best-qualified candidate is selected for any given position.
 3. Appropriate discipline including removal from the City employ any person he deems necessary, in his sole opinion.
 4. Elimination of any position he deems appropriate due to lack of work, changing work process, or reorganization.
- B. The MANAGER shall not be required to fill any position simply because a vacancy exists.
- C. The MANAGER may amend staffing levels or authorized positions within any specific department, provided
 1. Such amendment does not exceed the total number of City employees established herein.
 2. Such amendment does not cause the anticipated appropriation budgeted for Personnel Services within said department to be exceeded.
- D. The MANAGER may employ additional temporary personnel when regular employees are not available (illness, injury, medical or military leave) or a specific increase in a work process requires such action to maintain levels of service.

SECTION X: Authorized Staffing Levels & Compensation Classifications.

FY-2022 Authorized Staffing Level Totals,

1. 128 Full Time Employees
2. 16 Part Time Employees
3. 32 Seasonal/Temporary Employees

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

SECTION XII: 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 XIII: Emergency Clause. This ordinance is adopted as an emergency measure so that the effective date corresponds with the fiscal year.

SECTION XIV: Record of Passage:

1. Bill Number 6222 was introduced to Council and read the first time this 24th day of May 2021.
2. Bill Number 6222 was read and discussed the second time this 7th day of June 2021,

discussed and was voted as follows:

Baker _____, Merideth _____, Self _____, Sparks _____,
Teachout _____, Williams _____, and Turnbow _____,

thereby being adopted and becoming Ordinance 6222.

Upon passage by a majority of the Council, this Bill shall be in full force and effect from and after July 1, 2021.

Approved as to Form
Tabatha Thurman, City Counselor

Greg Turnbow, Mayor

Seal/Attest:

Rhonda Council, City Clerk

ORDINANCE NUMBER 6222 - TABLE I-A
FY-2022 STAFFING AUTHORIZATION

I. STAFFING LEVEL AUTHORIZATION (by Department, Division and Classification)

F – full-time; P – part-time; S – seasonal)		FY-2022			FY-2021		
		F	P	S	F	P	S
A.	<u>GOVERNMENTAL SERVICES</u>						
	City Manager	<u>2</u>	<u>0</u>	<u>0</u>	<u>2</u>	<u>0</u>	<u>0</u>
	TOTAL Governmental Services	2	0	0	2	0	0
B.	<u>ADMINISTRATIVE SERVICES</u>						
	Director	1	0	0	1	0	0
	Finance (Includes Human Resources)	4	0	0	4	0	0
	City Collector	3	0	0	2	0	0
	Information Technology	2	0	0	2	0	0
	City Court	<u>2</u>	<u>0</u>	<u>0</u>	<u>2</u>	<u>0</u>	<u>0</u>
	TOTAL Administrative Services	12	1	0	11	0	0
C.	<u>PUBLIC SAFETY</u>						
	Administration/Detention	8	0	0	8	0	0
	Communications	9	0	0	9	0	0
	Patrol/Fire	<u>63</u>	<u>10</u>	<u>0</u>	<u>63</u>	<u>10</u>	<u>0</u>
	TOTAL Public Safety	80	10	0	80	10	0
D.	<u>PUBLIC WORKS</u>						
	Director	4	0	0	3	0	0
	Street	10	0	1	9	0	0
	Garage	2	0	0	2	0	0
	Parks	8	2	29	7	2	22
	Airport	<u>2</u>	<u>1</u>	<u>0</u>	<u>2</u>	<u>1</u>	<u>0</u>
	TOTAL Public Works	26	3	30	23	3	22
E.	<u>COMMUNITY DEVELOPMENT</u>						
	Seasonal Mowing	0	0	2	0	0	3
	Planning	6	1	0	6	1	0
	Animal Control	<u>2</u>	<u>2</u>	<u>0</u>	<u>1</u>	<u>2</u>	<u>0</u>
	TOTAL Community Development	8	3	2	8	3	3
F.	TOTAL Authorized Positions	128	16	32	124	16	25
		FY-2022=176			FY-2021=165		
G.	FY-2022 CHANGES IN STAFFING:						

- One full-time clerical position was added to Collector’s Office.
- Seven seasonal position were added for tournaments.
- One seasonal mower was moved from Seasonal Mowing to the Street Division.
- One building maintenance position was added to Public Works Director.
- One skilled worker position was added to Street Division.
- One skilled worker position was added to Park Division

ORDINANCE NUMBER 6222 – TABLE I-B						
FY-2022 INDIVIDUAL FUNDING AUTHORIZATION BY DEPARTMENT & POSITION						
Department	Division	Position/Title	Grade	Authorization		
				F	P	S
Gov. Services	City Manager	City Manager	23	1	0	0
		City Clerk	23	1	0	0
	TOTAL GOVERNMENTAL SERVICES			2	0	0
Admin. Services	Director	Director	23	1	0	0
	Finance	Human Resource Director	22	1	0	0
		Human Resource Assistant	10	1	0	0
		Account Clerk	10	1	0	0
		Secretary/Receptionist	6	1	0	0
	Collector	City Collector	16	1	0	0
		Account Clerk	10	2	0	0
	Information Tech.	Network Administrator	22	1	0	0
		IT Technician	18	1	0	0
	Municipal Court	Court Clerk	13	1	0	0
		Deputy Court Clerk	7	1	0	0
	TOTAL ADMINISTRATIVE SERVICES			12	0	0
Public Safety*	Admin./Detention	Director	23	1	0	0
		Captain	21	4	0	0
		Admin. Assistant	7	1	0	0
		Secretary	6	2	0	0
	Communications	Comm. Supervisor	20	1	0	0
		CTO/Comm. Officer	8	8	0	0
	Patrol	Lieutenant	20	4	0	0
		Sergeant	17	7	0	0
		Investigator	16	8	0	0
		PSO*	15	23	0	0
		PSO/Canine Officer	15	1	0	0
	Fire	Lieutenant	20	1	0	0
		Sergeant	17	3	0	0
		PSO	15	16	0	0
		Firefighter	15	0	10	0
	TOTAL PUBLIC SAFETY			80	10	0
Public Works	Director	Director	23	1	0	0
		Administrative Assistant	7	1	0	0
		Building Maintenance Supervisor	13	1	0	0
		Building Maintenance Worker	5	1	0	0
	Street	Superintendent	21	1	0	0
		Supervisor	13	1	0	0
		Skilled Worker	5	8	0	1
	Garage	Vehicle Maintenance Supervisor	19	1	0	0
		Mechanic	15	1	0	0
	Parks	Parks & Recreation Director	21	1	0	0
		Parks & Recreation Assistant	5	1	0	0
		Supervisor	13	1	0	0
		Sports Complex Supervisor	13	1	0	0
		Skilled Worker	5	4	0	3
		Building Attendant	1	0	2	0
		Field Supervisor	1	0	0	1
		Grounds Maintenance	1	0	0	2
		Concession Stand Supervisors	1	0	0	2
		Concession Stand Assistant Supervisor	1	0	0	2
		Concession Stand Workers	1	0	0	10
		Tournament Supervisor	1	0	0	1
		Complex Cleanup Crew	1	0	0	2
		Field Maintenance Workers	1	0	0	6
	Airport	Airport Supervisor	13	1	0	0
		Lineman	7	1	1	0
	TOTAL PUBLIC WORKS			25	3	30

ORDINANCE NUMBER 6222 – TABLE I-B Continued						
FY-2022 INDIVIDUAL FUNDING AUTHORIZATION BY DEPARTMENT & POSITION						
Department	Division	Position/Title	Grade	Authorization		
Community Dev.	Seasonal Mowing	Skilled Worker	2	0	0	2
	Planning	Director	21	1	0	0
		Code Enforcement Officer	10	5	0	0
		Secretary	6	0	1	0
	Animal Control	Shelter Director	16	1	0	0
		Animal Attendant	4	1	2	0
	TOTAL COMMUNITY DEVELOPMENT			8	3	2
	TOTAL FY-2022 AUTHORIZED POSITIONS			128	16	32

* The Public Safety Department will be allowed to hire two (2) additional PSO’s to cover staffing shortages, brought about by military commitments of existing personnel.

ORDINANCE NUMBER 6222 – TABLE II-A
FY-2022 COMPENSATION AND BENEFITS – GENERAL SERVICES EMPLOYEES

I. ENTRY GRADES AND RANGES:

A. General Service Employees Pay Plan Summary
(All employees except commissioned Public Safety Officers)

Grade	Position	Entry Compensation
1	Seasonal or Temporary	Determined by city mgr.
2	Part-time	Determined by city mgr.
4	Shelter Attendant	\$25,088
5	Skilled Worker ^{1,2} , Parks & Recreation Assistant	\$27,714
6	Rookie Communications Officer ³ Secretary	\$28,478
7	Deputy Court Clerk, Lineman, Administrative Assistant	\$31,330
8	Communications Officer ⁴ ,	\$33,242
10	Code Enforcement Officer, Account Clerk, HR Assistant	\$33,209
13	Court Clerk, DPW Supervisor	\$37,410
15	Mechanic, Chief Building Inspector	\$39,430
16	City Collector, Shelter Director	\$40,440
18	Information Technology Technician, Staff Accountant, Deputy City Clerk	\$43,612
19	Vehicle Maintenance Supervisor	\$48,814
20	Communications Supervisor	\$49,778
21	Street Superintendent, Parks & Recreation Director, Code Enforcement Division Supervisor/City Planner	\$54,015
22	Network Administrator	\$59,217
23	Management ⁵	****

II. ADMINISTRATION – GENERAL SERVICES EMPLOYEES

A. Entry Range (See Section I, above)
Compensation Increases and Merit Eligibility (See Ord. 6222, Section III). Step changes and associated merit increase eligibility occurs as follows:

Step Assignment	Year	
A	0	Entry
B	1	Eligible for standard pay plan increase
C	3	Eligible for standard pay plan increase
D	5	Eligible for standard pay plan increase
E	7	Eligible for standard pay plan increase
F	10	Eligible for standard pay plan increase
G	13	Eligible for standard pay plan increase
H	16	Eligible for standard pay plan increase
I	19	Eligible for standard pay plan increase
J	22	Eligible for standard pay plan increase
K	25	Eligible for standard pay plan increase
L	28	Eligible for standard pay plan increase
M	31	Eligible for standard pay plan increase
N	34	Eligible for standard pay plan increase
O	37	Eligible for standard pay plan increase
P	40	Eligible for standard pay plan increase

B. Calculation of Merit Increase based on overall average evaluation grade:

Grade Range:	<5.5	5.5-5.99	6.0-6.49	6.5-6.99	7.0-7.49	7.5-7.99	8.0-8.49	8.5-Up
Salary Increase	-0-	\$500	\$675	\$850	\$1025	\$1200	\$1375	\$1550

¹ Skilled Workers must be able to operate all Level1 equipment to be removed from probation. They will be compensated \$0.50 per hour for the ability/willingness to operate Level 2 equipment and another \$0.50 per hour for the ability/willingness to operate Level 3 equipment.

² Additional compensation is available, at a rate of \$.75 per hour, when a Public Works Skilled Worker or the Public Works Mechanic is assigned as a Leadsman.

³ Rookie Communications Officer designations shall be assigned to all newly appointed “Communications Officer” employees and such designations shall be classified as a GRADE 5 for all assignments and maintained until the employee completes required Department/Division training, and upon Department Head recommendation, the compensation shall be adjusted to GRADE 8.

⁴ Additional compensation is available for a Communications Officer who is assigned as a Communications Training Officer (CTO). This additional salary is one dollar and twenty-five cents per hour while training.

⁵ Individually determined

ORDINANCE NUMBER 6222 – TABLE II-B
FY 2022 COMPENSATION AND BENEFITS
COMMISSIONED PUBLIC SAFETY EMPLOYEES PAY PLAN SUMMARY

I. ENTRY GRADES AND RANGES:

<u>Grade</u>	<u>Step</u>	<u>Assignment</u>	<u>Minimum Salary</u>
15	A	Rookie Public Safety Officer (PSO)	\$40,556
	AP	Completion of State Training and OJT/FTO for Police Functions	\$40,556
	AF	Completion of Fire Training & Firefighter I, OJT/FTO	\$40,556
	B	Completion of Total Certification ^{1, 2} Requirements: Police & Fire Training Completed	\$40,556
16		Investigator	\$43,980
17		Sergeant	\$48,850
20		Lieutenant	\$55,753
21		Captain	\$62,462

II. ADMINISTRATION

- A. Entry Range (See Section I, herein above).
B. Step Assignment and Merit Increase Eligibility (See Ord. 6222, Section III).
Step changes and associated merit increase eligibility occur as follows:

<u>Step Assignment</u>	<u>Year</u>	
A	1	Eligible for standard pay plan increase
C	3	Eligible for standard pay plan increase
D	5	Eligible for standard pay plan increase
E	7	Eligible for standard pay plan increase
F	10	Eligible for standard pay plan increase
G	13	Eligible for standard pay plan increase
H	16	Eligible for standard pay plan increase
I	19	Eligible for standard pay plan increase
J	22	Eligible for standard pay plan increase
K	25	Eligible for standard pay plan increase
L	28	Eligible for standard pay plan increase
M	31	Eligible for standard pay plan increase
N	34	Eligible for standard pay plan increase
O	37	Eligible for standard pay plan increase
P	40	Eligible for standard pay plan increase

- D. Calculation of Merit Increase based on overall average evaluation grade:

<u>Grade Range:</u>	<u><5.</u>	<u>5.5-5.99</u>	<u>6.0-6.49</u>	<u>6.5-6.99</u>	<u>7.0-7.49</u>	<u>7.5-7.99</u>	<u>8.0-8.49</u>	<u>8.5-Up</u>
	<u>5</u>							
Salary Increase	-0-	\$500	\$675	\$850	\$1025	\$1200	\$1375	\$1550

¹ FTO – Additional compensation is available for any commissioned Public Safety Officer trained and designated as a Field Training Officer (FTO). This additional salary one dollar and twenty-five cents per hour while training.

² Canine Officer – Additional compensation is available to the Public Safety Officer serving in the position of Canine Officer. Upon City Manager approval of the Canine Officer’s training and certification as a dog handler, additional annualized compensation of three thousand six hundred dollars (\$3,600) will be paid.

Council Letter

Date of Meeting: June 7, 2021

Originating Department: City Manager

To the Mayor and City Council:

Subject: Chapter 100 Bonds for Carlisle Construction Materials

Attachment(s):

1. Emergency Bill 6226 and Exhibits
2. Development Agreement

Action Options:

1. Conduct first reading of Emergency Bill Number 6226
2. Other Action Council May Deem Necessary

Background:

After many months of negotiation, the City Council approved a Development Agreement with Carlisle Construction Materials on April 16, 2021, which set forth the incentive package the City was offering the company. Carlisle Construction Materials is seeking to locate a new \$62,000,000 plant employing 100 people in Sikeston's South Industrial Park.

Emergency Bill #6226 will be read the first time on June 7 and second time on June 28. The bill authorizes the issuance of industrial revenue bonds up to \$85,000,000 (which amount is higher than the company's planned investment in order to allow for contingencies), and approves the necessary plans, documents, and other actions in connection with the issuance of the bonds. Under these agreements the company, not the city, has the obligation to repay these bonds, but the issuance of them allows the company to access the tax incentives set forth in the Development Agreement.

The City's incentive package is memorialized in the attached Development Agreement, and includes the following:

- Chapter 100 Bond Financing which will provide a 100% tax abatement for 10 years, a 75% tax abatement for 5 years, and a 50 percent tax abatement for the final 5 years, as well as a sales tax exemption on construction materials purchased for the project.

- Transfer of ownership of 124 acres of land in the industrial park at the conclusion of the tax abatement term.
- Improvements to Highway 61 (namely widening of the street and installation of a traffic signal) and construction of a public street within the industrial park from which Project Armor would take access. The City will seek grant funding for these improvements but will guarantee the company's ability to break ground July 1, 2021, regardless of the status of any grant applications.
- Extension of water, sewer, and electric services to the Project Armor site.
- Temporary office space for the company during the construction of the project.
- Waiver of utility connection fees and building permit and inspection fees.
- Guarantee of timely plan review and approval processes.

AN EMERGENCY ORDINANCE AUTHORIZING THE CITY OF SIKESTON, MISSOURI, TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS (CARLISLE CONSTRUCTION MATERIALS, LLC PROJECT), SERIES 2021, IN A PRINCIPAL AMOUNT OF NOT TO EXCEED \$85,000,000 FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COSTS OF ACQUIRING, CONSTRUCTING AND EQUIPPING A FACILITY FOR AN INDUSTRIAL DEVELOPMENT PROJECT IN THE CITY; APPROVING A PLAN FOR THE PROJECT; AND AUTHORIZING THE CITY TO ENTER INTO CERTAIN AGREEMENTS AND TAKE CERTAIN OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE BONDS.

WHEREAS, the City of Sikeston, Missouri, a charter city and political subdivision of the State of Missouri (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; and

WHEREAS, on April 16, 2021, the City Council adopted Ordinance No. 6224, approving a Development Agreement (the "Development Agreement") with Carlisle Construction Materials, LLC, a Delaware limited liability company (the "Company") concerning a proposed industrial development project on property currently owned by the City; and

WHEREAS, the Development Agreement contemplates that the City will issue its Taxable Industrial Revenue Bonds (Carlisle Construction Materials, LLC Project), Series 2021, in the maximum principal amount of \$85,000,000 (the "Bonds"), for the purpose of constructing an approximately 455,000 square foot manufacturing facility (the "Project Improvements") on an approximately 124-acre site located northwest of the intersection of Highway 62 and County Road 824 in the City (as legally described in the Lease Agreement hereinafter authorized, the "Project Site") and acquiring and installing within the Project Improvements certain equipment and other personal property (the "Project Equipment" and, together with the Project Site and the Project Improvements, the "Project"), as more fully described in the Indenture hereinafter authorized and in the Lease Agreement; and

WHEREAS, the Act requires the City to prepare a plan in connection with any industrial development project undertaken pursuant to the Act; and

WHEREAS, a Plan for an Industrial Development Project and Cost/Benefit Analysis (the "Plan") has been prepared in the form of **Exhibit A** attached hereto; and

WHEREAS, notice of the City's consideration of the Plan has been given in the manner required by the Act, and the City Council has fairly and duly considered all comments submitted to the City Council regarding the proposed Plan; and

WHEREAS, the City Council hereby finds and determines that it is desirable for the improvement of the economic welfare and development of the City and within the public purposes of the Act that the City: (1) approve the Plan pursuant to the Act; (2) issue the Bonds and finance the costs of the Project using proceeds of the Bonds, subject to certain terms and conditions set forth in this Ordinance; and (3) enter into certain agreements and documents with the Company relating to the Bonds; and

WHEREAS, the City Council further finds and determines that it is necessary and desirable in connection with the implementation of the Plan and the issuance of the Bonds that the City enter into certain documents and take certain other actions as herein provided;

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

SECTION I: Approval of the Plan. The City Council hereby approves the Plan.

SECTION II: Authorization for the Project. The City is hereby authorized to provide for the acquisition, construction, equipping, installation and improvement of the Project in the manner and as more particularly described in the Indenture and the Lease Agreement.

SECTION III: Authorization of the Bonds. The City is hereby authorized to issue and sell the Bonds as described in the recitals hereto for the purpose of providing funds to pay the costs of the Project. The Bonds shall be issued and secured pursuant to the Indenture and shall have such terms, provisions, covenants and agreements as are set forth in the Indenture.

SECTION IV: Limitation on Liability. The Bonds and the interest thereon shall be limited obligations of the City, payable solely out of certain payments, revenues and receipts derived by the City from the Lease Agreement. Such payments, revenues and receipts shall be pledged and assigned to the bond trustee named in the Indenture (the "Trustee") as security for the payment of the Bonds as provided in the Indenture. The Bonds and the interest thereon shall not constitute general obligations of the City, the State of Missouri (the "State") or any political subdivision thereof, and neither the City nor the State shall be liable thereon. The Bonds shall not constitute an indebtedness within the meaning of any constitutional, statutory or charter debt limitation or restriction and are not payable in any manner by taxation.

SECTION V: Authorization of Documents. The City is hereby authorized to enter into the following documents (collectively, the "City Documents"), in substantially the forms 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 documents, such officials' signatures thereon being conclusive evidence of their approval thereof:

(a) Special Warranty Deed from the City, as grantor, to the Company, as grantee, in substantially the form attached hereto as **Exhibit B**, pursuant to which the City will transfer title to the Project Site to the Company.

(b) Special Warranty Deed from the Company, as grantor, to the City, as grantee, in substantially the form attached hereto as **Exhibit C**, pursuant to which the Company will transfer title to the Project to the City.

(c) Lease Agreement (the "Lease Agreement") between the City and the Company, in substantially the form attached hereto as **Exhibit D**, pursuant to which the City will lease the Project to the Company pursuant to the terms and conditions in the Lease Agreement, in consideration of rental payments by the Company that will be sufficient to pay the principal of and interest on the Bonds.

(d) Performance Agreement between the City and the Company, in substantially the form attached hereto as **Exhibit E**, pursuant to which the Company will make certain payments in lieu of taxes.

(e) Trust Indenture (the "Indenture") between the City and the Trustee, in substantially the form attached hereto as **Exhibit F**, pursuant to which the Bonds will be issued and the City will pledge the Project and assign certain of the payments, revenues and receipts received pursuant to the Lease Agreement to the Trustee for the benefit and security of the owners of the Bonds upon the terms and conditions as set forth in the Indenture.

(f) Bond Purchase Agreement between the City and the Company, in substantially the form attached hereto as **Exhibit G**, pursuant to which the Company will purchase the Bonds from the City.

SECTION VI: Execution of Documents. The Mayor or the City Manager is hereby authorized to execute the Bonds and to deliver the Bonds to the Trustee for authentication for and on behalf of and as the act and deed of the City in the manner provided in the Indenture. The Mayor or the City Manager is hereby authorized to execute the City Documents 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 Bonds and the City Documents 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 VII: 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 with respect to the Bonds and the City Documents. The Mayor and the City Manager are hereby authorized, through the term of the Lease Agreement, to execute all documents on behalf of the City (including documents pertaining to the transfer of property or the financing or refinancing of the Project by the Company) as may be required to carry out and comply with the intent of this Ordinance, the Indenture and the Lease Agreement. The Mayor and the City Manager are further authorized, on behalf of the City, to grant such consents, estoppels and waivers relating to the Bonds, the Indenture, the Lease Agreement or the Performance Agreement as may be requested during the term thereof; provided, such consents, estoppels and/or waivers shall not increase the principal amount of the Bonds, increase the term of the Lease Agreement or the tax exemption as provided for therein, waive an event of default or materially change the nature of the transaction. The City Clerk is authorized to attest to and affix the seal of the City to any document authorized by this Section.

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

SECTION X: 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 XI: Emergency Ordinance. The Company intends to commence construction of its new facility in Summer 2021, but such construction is conditioned on the issuance of the Bonds. Accordingly, the City Council hereby finds and declares that this Ordinance shall be an emergency ordinance as described in the City's Charter.

SECTION XII: Record of Passage:

- A. Bill Number 6226 was introduced to Council and read the first time this 7th day of June 2021.

- B. Bill Number 6226 was read the second time this 28th day of June 2021, discussed, and was voted as follows:

Baker _____, Merideth _____, Self _____, Sparks _____,

Teachout _____, Williams _____, and Turnbow _____.

thereby being _____,

becoming Ordinance 6226.

- C. Upon passage by a majority of the Council, this Bill shall become Ordinance 6226 and shall be in full force and effect.

Greg Turnbow, Mayor

Approved as to form
Tabatha Thurman, City Counselor

SEAL / ATTEST:

Rhonda Council, City Clerk

CITY OF SIKESTON, MISSOURI

**PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT
AND
COST/BENEFIT ANALYSIS**

FOR

CARLISLE CONSTRUCTION MATERIALS, LLC

TABLE OF CONTENTS

	<u>Page</u>
I. PURPOSE OF THIS PLAN.....	- 1 -
II. DESCRIPTION OF CHAPTER 100 FINANCINGS	- 1 -
General.....	- 1 -
Issuance and Sale of Bonds	- 1 -
Property Tax Abatement.....	- 1 -
Sales Tax Exemption.....	- 2 -
III. DESCRIPTION OF THE PARTIES.....	- 2 -
Carlisle Construction Materials, LLC	- 2 -
City of Sikeston, Missouri	- 2 -
IV. REQUIREMENTS OF THE ACT	- 2 -
Description of the Project.....	- 2 -
Estimate of the Costs of the Project	- 2 -
Sources of Funds to be Expended for the Project	- 2 -
Statement of the Terms Upon Which the Project is to be Leased or Otherwise Disposed of by the City.....	- 3 -
Affected School District, Community College District, Ambulance District, Fire District, County and City	- 3 -
Current Assessed Valuation.....	- 3 -
Payments in Lieu of Taxes	- 3 -
Cost/Benefit Analysis	- 4 -
Sales Tax Exemption.....	- 4 -
V. ASSUMPTIONS AND BASIS OF PLAN.....	- 5 -
EXHIBIT A: COST/BENEFIT ANALYSIS	

* * *

I. PURPOSE OF THIS PLAN

The City of Sikeston, Missouri (the “City”), intends to issue taxable industrial revenue bonds in a principal amount of not to exceed \$85,000,000 (the “Bonds”) to finance the costs of a proposed industrial development project (the “Project”) for Carlisle Construction Materials, LLC (the “Company”). The Bonds will be issued pursuant to the provisions of Sections 100.010 to 100.200 of the Revised Statutes of Missouri and Article VI, Section 27(b) of the Missouri Constitution (collectively, the “Act”). The Bonds will initially be owned by the Company and cannot be transferred, other than to the Company’s affiliates and lenders, without the City’s prior approval.

This Plan for an Industrial Development Project and Cost/Benefit Analysis (this “Plan”) has been prepared to satisfy requirements of the Act and to analyze the potential costs and benefits, including the related tax impact on affected taxing jurisdictions, of using industrial revenue bonds to finance the Project and to facilitate abatement of ad valorem taxes on the bond-financed property.

II. DESCRIPTION OF CHAPTER 100 FINANCINGS

General. The Act authorizes cities, counties, towns and villages to issue industrial revenue bonds to finance the purchase, construction, extension and improvement of warehouses, distribution facilities, research and development facilities, office industries, agricultural processing industries, service facilities that provide interstate commerce, industrial plants and other commercial facilities. Bond proceeds may be used to finance land, buildings, fixtures and machinery.

Issuance and Sale of Bonds. Revenue bonds issued pursuant to the Act do not require voter approval and are payable solely from revenues received from a lease or other disposition of the project. The municipality issues its bonds, and in exchange, the benefited company promises to make payments that are sufficient to pay the principal of and interest on the bonds as they become due. Thus, the municipality merely acts as a conduit for the financing.

Concurrently with the closing of the bonds, the company will convey title or lease the site on which the industrial development project will be located to the municipality. The company will convey to the municipality title to the personal property included in the project. (The municipality must be the legal owner of the property while the bonds are outstanding for the property to be eligible for tax abatement, as further described below.) The municipality will immediately lease the project site, the improvements thereon and the personal property included in the project back to the benefited company pursuant to a lease agreement. The lease agreement will require the company, acting on behalf of the municipality, to use the bond proceeds to purchase, construct and equip the project.

Under the lease agreement, the company typically: (1) will agree to make payments sufficient to pay the principal of and interest on the bonds as they become due; (2) will agree, at its own expense, to maintain the project, to pay all taxes (other than those abated) and assessments with respect to the project and to maintain adequate insurance; (3) has the right, at its own expense, to make certain additions, modifications or improvements to the project; (4) may assign its interests under the lease agreement or sublease the project while remaining responsible for payments under the lease agreement; (5) will covenant to maintain its corporate existence during the term of the bond issue; and (6) will agree to indemnify the municipality for liability the municipality might incur as a result of its participation in the transaction.

Property Tax Abatement. Under Article X, Section 6 of the Missouri Constitution and Section 137.100 of the Revised Statutes of Missouri, all property of any political subdivision is exempt from taxation. In a typical transaction, the municipality holds fee title to the project and leases the project to the benefited company. Although the Missouri Supreme Court has held that the leasehold interest is taxable, it is taxable only to the extent that the economic value of the lease is less than the actual market value of the lease. See *Iron County v. State Tax Commission*, 437 S.W.2d 665 (Mo. banc 1968) and *St. Louis County v. State Tax Commission*, 406 S.W.2d 644 (Mo. banc 1966). If the rental payments under

the lease agreement equal the actual debt service payments on the bonds, the leasehold interest should have no “bonus value” and the bond-financed property should be exempt from ad valorem taxation and personal property taxation so long as the bonds are outstanding.

If the municipality and the company determine that partial tax abatement is desirable, the company may agree to make “payments in lieu of taxes.” The amount of payments in lieu of taxes is negotiable. The payments in lieu of taxes are payable by December 31 of each year, and are distributed to the municipality and to each political subdivision within the boundaries of the project in the same manner and in the same proportion as property taxes would otherwise be distributed under Missouri law.

Sales Tax Exemption. In addition to property tax abatement, qualified building materials can be exempt from sales tax if approved by the municipality. The sales tax exemption is evidenced by a project exemption certificate issued by the municipality.

III. DESCRIPTION OF THE PARTIES

Carlisle Construction Materials, LLC. The Company, headquartered in Carlisle, Pennsylvania, is a diversified manufacturer and supplier of premium building products and related technologies for the commercial and residential construction markets. The Company employs more than 3,800 people globally across 42 facilities in North America and seven in Europe. More information regarding the Company can be found at www.carlisleconstructionmaterials.com.

City of Sikeston, Missouri. The City is a charter city and a political subdivision of the State of Missouri. The City is authorized and empowered pursuant to the provisions of the Act to purchase, construct, extend and improve certain projects (as defined in the Act) and to issue industrial development 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, warehousing and industrial development purposes upon such terms and conditions as the City deems advisable.

IV. REQUIREMENTS OF THE ACT

A. Description of the Project. The Project consists of approximately 124 acres of land located northwest of the intersection of Highway 62 and County Road 824 in the City (the “Project Site”), the construction thereon of an approximately 455,000 square foot manufacturing facility (the “Project Improvements”), and acquisition and installation of equipment and other personal property within the Project Improvements (the “Project Equipment”). The Project Site, the Project Improvements and the Project Equipment are collectively referred to as the “Project.”

The acquisition, construction and installation of the Project are expected to be completed by December 31, 2022. The Company will, as the City’s agent, acquire, construct and install the Project with the Bond proceeds. The City will lease the Project back to the Company during the term of the tax abatement described herein.

B. Estimate of the Costs of the Project. The acquisition and installation of the Project is estimated to cost approximately \$64,000,000, consisting of approximately \$35,734,000 for the Project Site and Project Improvements and approximately \$28,110,000 for the Project Equipment. The Bonds are being issued in a greater amount to provide for contingencies.

C. Sources of Funds to be Expended for the Project. The sources of funds to be expended for the Project will be the proceeds of the Bonds in the maximum principal amount of \$85,000,000 and other available funds of the Company, if any. The Bonds will be payable solely from the revenues derived by the City from the lease or other disposition of the Project to the Company (as further described below).

The Bonds will not be an indebtedness or general obligation, debt or liability of the City or the State of Missouri.

D. *Statement of the Terms Upon Which the Project is to be Leased or Otherwise Disposed of by the City.* The City will lease the Project to the Company for lease payments equal to the principal of and interest on the Bonds. Under the terms of the lease, the Company will have the option to purchase the Project at any time for nominal consideration. The lease will terminate on December 31 of the 20th year following completion of the Project Improvements (expected to be December 31, 2042), unless terminated sooner pursuant to the terms of the lease.

E. *Affected School District, Community College District, Ambulance District, Fire District, County and City.* The New Madrid R-1 School District is the school district affected by the Project. The Project Site is within the service area, but not the taxing district boundaries, of Three Rivers Community College District of Poplar Bluff, Missouri. The Project Site is served by the New Madrid County Ambulance District (the “Ambulance District”); the Ambulance District does not levy a real property tax on the Project Site, but is affected by the Project as a result of the below-described sales tax exemption on construction materials. There is no fire district affected by the Project. New Madrid County (the “County”) is the county affected by the Project. The City of Sikeston is the city affected by the Project. The Cost/Benefit Analysis attached hereto identifies all other taxing jurisdictions affected by the Project.

F. *Current Assessed Valuation.* The Project has not yet been acquired, constructed and installed and the Project Site is currently owned by City; accordingly, the most recent equalized assessed valuation of the real property and personal property included in the Project is \$0. The Company estimates the total equalized assessed valuation of real property included in the Project will be \$11,434,000 after completion of the Project Improvements and the total equalized assessed value of personal property included in the Project will be approximately \$8,300,292 after installation of the Project Equipment. These assessed values, as well as future inflationary increases and depreciation, are reflected in the attached Cost/Benefit Analysis.

G. *Payments in Lieu of Taxes.* If this Plan is approved by the City Council, the City intends to issue the Bonds, take possession of the Project and extend tax abatement to the Company. During the twenty-year tax abatement period, the Company will make payments in lieu of taxes (“PILOTs”) equal to a percentage of ad valorem real personal property taxes that would otherwise be due, but for the City’s ownership of the Project shown on the below table:

Year	Real Property PILOTs	Personal Property PILOTs
1-10	0%	0%
11-15	25%	25%
16-20	50%	50%

Pursuant to Section 100.050 of the Act, certain emergency service districts may elect to be reimbursed up to 100% of the taxes they would have received, but for the tax abatement. Currently, no qualifying emergency service districts are impacted by this Plan. However, to the extent a qualifying emergency service district levies an ad valorem tax on the Project Site, the emergency service district may elect a reimbursement rate equal to 100% of the taxes each would have otherwise received. The Company must make PILOTs required to satisfy the obligations to any applicable emergency service providers as required by the Act.

PILOTs are expected to be collected by the New Madrid County Collector in the same manner as other property taxes. Except as described above with respect to the applicable emergency service providers, all PILOTs will be disbursed to the respective taxing jurisdictions in the same proportion as the then-current ad valorem tax levy of each taxing jurisdiction.

H. Cost/Benefit Analysis. Attached hereto as **Exhibit A** is the Cost/Benefit Analysis on each affected taxing jurisdiction, which assumes a 20-year tax abatement period. The Cost/Benefit Analysis assumes PILOTs will be imposed as described above. The 2020 tax levy rates were utilized for all jurisdictions.

I. Sales Tax Exemption. In addition to the real and personal property tax abatement reflected in the Cost/Benefit Analysis, qualified building materials purchased for the construction of the Project Improvements are expected to be exempt from sales tax pursuant to the provisions of Section 144.062 of the Revised Statutes of Missouri and the Bond documents upon delivery of a project exemption certificate by the City to the Company. For purposes of determining the impact of the sales tax exemption on the qualified building materials on the affected taxing jurisdictions, it was assumed that:

- \$16,792,000 of the total costs of the Project Improvements will be allocated to construction material costs;
- the applicable sales tax rate applicable to the Project Site is 9.225%, of which 4.225% is allocated to the State of Missouri, 3.000% is allocated to the City, 1.500% is allocated to the County and 0.500% is allocated to the Ambulance District;
- the applicable use tax rate is 8.725%, of which 4.225% is allocated to the State of Missouri, 3.000% is allocated to the City and 1.500% is allocated to the County;
- 80% of the qualified construction materials will be subject to the State's sales tax and 20% will be subject to the State's use tax;
- 10% of the qualified construction materials will be subject to the City's sales tax and 10% will be subject to the City's use tax;
- 10% of the qualified construction materials will be subject to the County's sales tax and 10% will be subject to the County's use tax; and
- 10% of the qualified construction materials will be subject to the Ambulance District's sales tax.

Please note that any variance in these assumptions will alter the net fiscal impact of the sales tax exemption on the affected taxing jurisdictions.

Based on the assumptions set forth above, the net fiscal impact of the sales and use tax exemption on the qualified building materials granted by the City is approximately \$868,986, allocated as follows:

	<u>Sales Tax</u>	<u>Use Tax</u>	<u>Total</u>
State of Missouri	\$567,570	\$141,892	\$709,462
City	50,376	50,376	100,752
County	25,188	25,188	50,376
Ambulance District	8,396	0	8,396
Total	\$651,530	\$217,456	\$868,986

V. ASSUMPTIONS AND BASIS OF PLAN

In addition to the assumptions described above, the Cost/Benefit Analysis details further assumptions used in estimating the impact of the proposed real and personal property tax abatement on the affected taxing districts.

To complete this Plan, Gilmore & Bell, P.C. has generally reviewed and relied upon information furnished by, and has participated in conferences with, representatives of the City, representatives of the Company and other persons as the firm has deemed appropriate. Gilmore & Bell, P.C. does not assume any responsibility for the accuracy, completeness or fairness of any of the information provided and has not independently verified the accuracy, completeness or fairness of such information.

* * *

Exhibit A

City of Sikeston, Missouri
(Carlisle Construction Materials, LLC Project)

COST BENEFIT ANALYSIS
PLAN FOR INDUSTRIAL DEVELOPMENT PROJECT

Table of Contents

Project Assumptions	1
Summary of Cost Benefit Analysis	2
Projected Tax Revenues Without Abatement on Real Property	3
Projected PILOT Amounts on Real Property	4
Projected Tax Abatement on Real Property	5
Projected Tax Revenues Without Abatement on Personal Property	6
Projected PILOT Amounts on Personal Property	7
Projected Tax Abatement on Personal Property	8

This information is provided based on the factual information and assumptions provided to Gilmore & Bell, P.C. by a party to or a representative of a party to the proposed transaction. This information is intended to provide factual information only and is provided in conjunction with our legal representation. It is not intended as financial advice or a financial recommendation to any party. Gilmore & Bell, P.C. is not a financial advisor or a “municipal advisor” as defined in the Securities Exchange Act of 1934, as amended.

Project Assumptions - Project Armor

- ♦ Initial year taxes assessed 2023
- ♦ Appraised value of real estate \$ 1,845,000
- ♦ Appraised value of improvements \$ 52,629,800
- ♦ Appraised value of personal property

	7-year	\$ 25,562,547
	5-year	\$ 4,962,653
- ♦ Bi-annual growth rate of appraised value of real property 2.0%
- ♦ Assessed value as a percentage of appraised value (real) 32.0%
- ♦ Assessed value as a percentage of appraised value (personal) 33.33%
- ♦ Assessed value of real property \$ 590,400
- ♦ Assessed value of improvements \$ 16,841,536
- ♦ Terms of abatement:

Years 1 to 10	100%
Years 11 to 15	75%
Years 16 to 20	50%

- ♦ Personal Property is depreciated using the following 5 and 7 year recovery period schedule:

Year	Recovery Period in Years					
	3	5	7	10	15	20
0	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
1	75.00%	85.00%	89.29%	92.50%	95.00%	96.25%
2	37.50%	59.50%	70.16%	78.62%	85.50%	89.03%
3	12.50%	41.65%	55.13%	66.83%	76.95%	82.35%
4	5.00%	24.99%	42.88%	56.81%	69.25%	76.18%
5	5.00%	10.00%	30.63%	48.07%	62.32%	70.46%
6	5.00%	10.00%	18.38%	39.33%	56.09%	65.18%
7	5.00%	10.00%	10.00%	30.59%	50.19%	60.29%
8	5.00%	10.00%	10.00%	21.85%	44.29%	55.77%
9	5.00%	10.00%	10.00%	15.00%	38.38%	51.31%
10	5.00%	10.00%	10.00%	15.00%	32.48%	46.85%
11	5.00%	10.00%	10.00%	15.00%	26.57%	42.38%
12	5.00%	10.00%	10.00%	15.00%	20.67%	37.92%
13	5.00%	10.00%	10.00%	15.00%	15.00%	33.46%
14	5.00%	10.00%	10.00%	15.00%	15.00%	29.00%
15	5.00%	10.00%	10.00%	15.00%	15.00%	24.54%
16	5.00%	10.00%	10.00%	15.00%	15.00%	20.08%
17 and on	5.00%	10.00%	10.00%	15.00%	15.00%	20.00%

Summary of Cost Benefit Analysis

Taxing Jurisdiction	Tax Rate	Projected Tax Revenue for Real Property and Personal Property	Projected Tax Abatement for Real Property and Personal Property	Projected PILOT Amount for Real Property and Personal Property
County Revenue	0.2237	\$ 952,800	\$ 774,894	\$ 177,906
Health	0.1000	425,928	346,399	79,529
J.G.C.	0.0100	42,593	34,640	7,953
New Madrid County Library	0.1448	616,743	501,586	115,158
R-1 School District	3.8400	16,355,626	13,301,715	3,053,911
Road & Bridge	0.1576	671,262	545,925	125,338
Sheltered Workshop	0.0200	85,186	69,280	15,906
City of Sikeston	0.7989	3,402,737	2,767,380	635,357
State	0.0300	127,778	103,920	23,859
Surtax	0.2300	878,024	703,883	174,141
	5.5550	\$ 23,558,677	\$ 19,149,620	\$ 4,409,057

**Projected Tax Revenues Without Abatement
on Real Property**

Estimated Assessed Value of Real Property	\$	590,400	\$	590,400	\$	602,208	\$	602,208	\$	614,252	\$	614,252	\$	626,537	\$	626,537	\$	639,068	\$	639,068
Estimated Assessed Value of Improvements	\$	16,841,536	\$	16,841,536	\$	17,178,367	\$	17,178,367	\$	17,521,934	\$	17,521,934	\$	17,872,373	\$	17,872,373	\$	18,229,820	\$	18,229,820

Taxing Jurisdiction	Tax Rate per \$100	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
County Revenue	0.2237	\$ 38,995	\$ 38,995	\$ 39,775	\$ 39,775	\$ 40,571	\$ 40,571	\$ 41,382	\$ 41,382	\$ 42,210	\$ 42,210
Health	0.1000	17,432	17,432	17,781	17,781	18,136	18,136	18,499	18,499	18,869	18,869
J.G.C.	0.0100	1,743	1,743	1,778	1,778	1,814	1,814	1,850	1,850	1,887	1,887
New Madrid County Library	0.1448	25,241	25,241	25,746	25,746	26,261	26,261	26,786	26,786	27,322	27,322
R-1 School District	3.8400	669,386	669,386	682,774	682,774	696,430	696,430	710,358	710,358	724,565	724,565
Road & Bridge	0.1576	27,473	27,473	28,022	28,022	28,583	28,583	29,154	29,154	29,737	29,737
Sheltered Workshop	0.0200	3,486	3,486	3,556	3,556	3,627	3,627	3,700	3,700	3,774	3,774
City of Sikeston	0.7989	139,264	139,264	142,049	142,049	144,890	144,890	147,788	147,788	150,744	150,744
State	0.0300	5,230	5,230	5,334	5,334	5,441	5,441	5,550	5,550	5,661	5,661
Surtax	0.2300	40,093	40,093	40,895	40,895	41,713	41,713	42,548	42,548	43,398	43,398
	5.5550	\$ 968,344	\$ 968,344	\$ 987,711	\$ 987,711	\$ 1,007,465	\$ 1,007,465	\$ 1,027,614	\$ 1,027,614	\$ 1,048,167	\$ 1,048,167

Estimated Assessed Value of Real Property	\$	651,849	\$	651,849	\$	664,886	\$	664,886	\$	678,184	\$	678,184	\$	691,748	\$	691,748	\$	705,583	\$	705,583
Estimated Assessed Value of Improvements	\$	18,594,417	\$	18,594,417	\$	18,966,305	\$	18,966,305	\$	19,345,631	\$	19,345,631	\$	19,732,544	\$	19,732,544	\$	20,127,195	\$	20,127,195

Taxing Jurisdiction	Tax Rate per \$100	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	Total
County Revenue	0.2237	\$ 43,054	\$ 43,054	\$ 43,915	\$ 43,915	\$ 44,793	\$ 44,793	\$ 45,689	\$ 45,689	\$ 46,603	\$ 46,603	\$ 853,974
Health	0.1000	19,246	19,246	19,631	19,631	20,024	20,024	20,424	20,424	20,833	20,833	381,750
J.G.C.	0.0100	1,925	1,925	1,963	1,963	2,002	2,002	2,042	2,042	2,083	2,083	38,175
New Madrid County Library	0.1448	27,869	27,869	28,426	28,426	28,994	28,994	29,574	29,574	30,166	30,166	552,774
R-1 School District	3.8400	739,057	739,057	753,838	753,838	768,915	768,915	784,293	784,293	799,979	799,979	14,659,187
Road & Bridge	0.1576	30,332	30,332	30,939	30,939	31,558	31,558	32,189	32,189	32,832	32,832	601,637
Sheltered Workshop	0.0200	3,849	3,849	3,926	3,926	4,005	4,005	4,085	4,085	4,167	4,167	76,350
City of Sikeston	0.7989	153,758	153,758	156,834	156,834	159,970	159,970	163,170	163,170	166,433	166,433	3,049,798
State	0.0300	5,774	5,774	5,889	5,889	6,007	6,007	6,127	6,127	6,250	6,250	114,525
Surtax	0.2300	44,266	44,266	45,152	45,152	46,055	46,055	46,976	46,976	47,915	47,915	878,024
	5.5550	\$ 1,069,130	\$ 1,069,130	\$ 1,090,513	\$ 1,090,513	\$ 1,112,323	\$ 1,112,323	\$ 1,134,569	\$ 1,134,569	\$ 1,157,261	\$ 1,157,261	\$21,206,194

Projected PILOT Amounts on Real Property

Estimated Assessed Value of Real Property	\$	590,400	\$	590,400	\$	602,208	\$	602,208	\$	614,252	\$	614,252	\$	626,537	\$	626,537	\$	639,068	\$	639,068
Estimated Assessed Value of Improvements	\$	16,841,536	\$	16,841,536	\$	17,178,367	\$	17,178,367	\$	17,521,934	\$	17,521,934	\$	17,872,373	\$	17,872,373	\$	18,229,820	\$	18,229,820
PILOT Payment		0%		0%		0%		0%		0%		0%		0%		0%		0%		0%

Taxing Jurisdiction	Tax Rate per \$100	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
County Revenue	0.2237	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Health	0.1000	-	-	-	-	-	-	-	-	-	-
J.G.C.	0.0100	-	-	-	-	-	-	-	-	-	-
New Madrid County Library	0.1448	-	-	-	-	-	-	-	-	-	-
R-1 School District	3.8400	-	-	-	-	-	-	-	-	-	-
Road & Bridge	0.1576	-	-	-	-	-	-	-	-	-	-
Sheltered Workshop	0.0200	-	-	-	-	-	-	-	-	-	-
City of Sikeston	0.7989	-	-	-	-	-	-	-	-	-	-
State	0.0300	-	-	-	-	-	-	-	-	-	-
Surtax	0.2300	-	-	-	-	-	-	-	-	-	-
	5.5550	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Estimated Assessed Value of Real Property	\$	651,849	\$	651,849	\$	664,886	\$	664,886	\$	678,184	\$	678,184	\$	691,748	\$	691,748	\$	705,583	\$	705,583
Estimated Assessed Value of Improvements	\$	18,594,417	\$	18,594,417	\$	18,966,305	\$	18,966,305	\$	19,345,631	\$	19,345,631	\$	19,732,544	\$	19,732,544	\$	20,127,195	\$	20,127,195
PILOT Payment		25%		25%		25%		25%		25%		50%		50%		50%		50%		50%

Taxing Jurisdiction	Tax Rate per \$100	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	Total
County Revenue	0.2237	\$ 10,763	\$ 10,763	\$ 10,979	\$ 10,979	\$ 11,198	\$ 22,397	\$ 22,845	\$ 22,845	\$ 23,301	\$ 23,301	\$ 169,371
Health	0.1000	4,812	4,812	4,908	4,908	5,006	10,012	10,212	10,212	10,416	10,416	75,714
J.G.C.	0.0100	481	481	491	491	501	1,001	1,021	1,021	1,042	1,042	7,571
New Madrid County Library	0.1448	6,967	6,967	7,106	7,106	7,249	14,497	14,787	14,787	15,083	15,083	109,633
R-1 School District	3.8400	184,764	184,764	188,459	188,459	192,229	384,457	392,146	392,146	399,989	399,989	2,907,404
Road & Bridge	0.1576	7,583	7,583	7,735	7,735	7,889	15,779	16,094	16,094	16,416	16,416	119,325
Sheltered Workshop	0.0200	962	962	982	982	1,001	2,002	2,042	2,042	2,083	2,083	15,143
City of Sikeston	0.7989	38,440	38,440	39,208	39,208	39,993	79,985	81,585	81,585	83,217	83,217	604,876
State	0.0300	1,443	1,443	1,472	1,472	1,502	3,004	3,064	3,064	3,125	3,125	22,714
Surtax	0.2300	11,067	11,067	11,288	11,288	11,514	23,027	23,488	23,488	23,958	23,958	174,141
	5.5550	\$ 267,283	\$ 267,283	\$ 272,628	\$ 272,628	\$ 278,081	\$ 556,161	\$ 567,285	\$ 567,285	\$ 578,630	\$ 578,630	\$ 4,205,894

Projected Tax Abatement on Real Property

Estimated Assessed Value of Real Property	\$	590,400	\$	590,400	\$	602,208	\$	602,208	\$	614,252	\$	614,252	\$	626,537	\$	626,537	\$	639,068	\$	639,068
Estimated Assessed Value of Improvements	\$	16,841,536	\$	16,841,536	\$	17,178,367	\$	17,178,367	\$	17,521,934	\$	17,521,934	\$	17,872,373	\$	17,872,373	\$	18,229,820	\$	18,229,820
Abatement Percentage		100%		100%		100%		100%		100%		100%		100%		100%		100%		100%

Taxing Jurisdiction	Tax Rate per \$100	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
County Revenue	0.2237	\$ 38,995	\$ 38,995	\$ 39,775	\$ 39,775	\$ 40,571	\$ 40,571	\$ 41,382	\$ 41,382	\$ 42,210	\$ 42,210
Health	0.1000	17,432	17,432	17,781	17,781	18,136	18,136	18,499	18,499	18,869	18,869
J.G.C.	0.0100	1,743	1,743	1,778	1,778	1,814	1,814	1,850	1,850	1,887	1,887
New Madrid County Library	0.1448	25,241	25,241	25,746	25,746	26,261	26,261	26,786	26,786	27,322	27,322
R-1 School District	3.8400	669,386	669,386	682,774	682,774	696,430	696,430	710,358	710,358	724,565	724,565
Road & Bridge	0.1576	27,473	27,473	28,022	28,022	28,583	28,583	29,154	29,154	29,737	29,737
Sheltered Workshop	0.0200	3,486	3,486	3,556	3,556	3,627	3,627	3,700	3,700	3,774	3,774
City of Sikeston	0.7989	139,264	139,264	142,049	142,049	144,890	144,890	147,788	147,788	150,744	150,744
State	0.0300	5,230	5,230	5,334	5,334	5,441	5,441	5,550	5,550	5,661	5,661
Surtax	0.2300	40,093	40,093	40,895	40,895	41,713	41,713	42,548	42,548	43,398	43,398
	5.5550	\$ 968,344	\$ 968,344	\$ 987,711	\$ 987,711	\$ 1,007,465	\$ 1,007,465	\$ 1,027,614	\$ 1,027,614	\$ 1,048,167	\$ 1,048,167

Estimated Assessed Value of Real Property	\$	651,849	\$	651,849	\$	664,886	\$	664,886	\$	678,184	\$	678,184	\$	691,748	\$	691,748	\$	705,583	\$	705,583
Estimated Assessed Value of Improvements	\$	18,594,417	\$	18,594,417	\$	18,966,305	\$	18,966,305	\$	19,345,631	\$	19,345,631	\$	19,732,544	\$	19,732,544	\$	20,127,195	\$	20,127,195
Abatement Percentage		75%		75%		75%		75%		75%		50%		50%		50%		50%		50%

Taxing Jurisdiction	Tax Rate per \$100	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	Total
County Revenue	0.2237	\$ 32,290	\$ 32,290	\$ 32,936	\$ 32,936	\$ 33,595	\$ 22,397	\$ 22,845	\$ 22,845	\$ 23,301	\$ 23,301	\$ 684,603
Health	0.1000	14,435	14,435	14,723	14,723	15,018	10,012	10,212	10,212	10,416	10,416	306,036
J.G.C.	0.0100	1,443	1,443	1,472	1,472	1,502	1,001	1,021	1,021	1,042	1,042	30,604
New Madrid County Library	0.1448	20,901	20,901	21,319	21,319	21,746	14,497	14,787	14,787	15,083	15,083	443,140
R-1 School District	3.8400	554,292	554,292	565,378	565,378	576,686	384,457	392,146	392,146	399,989	399,989	11,751,783
Road & Bridge	0.1576	22,749	22,749	23,204	23,204	23,668	15,779	16,094	16,094	16,416	16,416	482,313
Sheltered Workshop	0.0200	2,887	2,887	2,945	2,945	3,004	2,002	2,042	2,042	2,083	2,083	61,207
City of Sikeston	0.7989	115,319	115,319	117,625	117,625	119,978	79,985	81,585	81,585	83,217	83,217	2,444,922
State	0.0300	4,330	4,330	4,417	4,417	4,505	3,004	3,064	3,064	3,125	3,125	91,811
Surtax	0.2300	33,200	33,200	33,864	33,864	34,541	23,027	23,488	23,488	23,958	23,958	703,883
	5.5550	\$ 801,848	\$ 801,848	\$ 817,885	\$ 817,885	\$ 834,242	\$ 556,161	\$ 567,285	\$ 567,285	\$ 578,630	\$ 578,630	\$17,000,301

Projected Tax Revenues Without Abatement
on Personal Property

Estimated Assessed Value of Personal Property		\$ 9,013,450	\$ 6,961,791	\$ 5,385,987	\$ 4,066,722	\$ 2,775,080	\$ 1,731,381	\$ 1,017,405	\$ 1,017,405	\$ 1,017,405	\$ 1,017,405
Taxing Jurisdiction	Tax Rate per \$100	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
County Revenue	0.2237	\$ 20,163	\$ 15,574	\$ 12,048	\$ 9,097	\$ 6,208	\$ 3,873	\$ 2,276	\$ 2,276	\$ 2,276	\$ 2,276
Health	0.1000	9,013	6,962	5,386	4,067	2,775	1,731	1,017	1,017	1,017	1,017
J.G.C.	0.0100	901	696	539	407	278	173	102	102	102	102
New Madrid County Library	0.1448	13,051	10,081	7,799	5,889	4,018	2,507	1,473	1,473	1,473	1,473
R-1 School District	3.8400	346,116	267,333	206,822	156,162	106,563	66,485	39,068	39,068	39,068	39,068
Road & Bridge	0.1576	14,205	10,972	8,488	6,409	4,374	2,729	1,603	1,603	1,603	1,603
Sheltered Workshop	0.0200	1,803	1,392	1,077	813	555	346	203	203	203	203
City of Sikeston	0.7989	72,008	55,618	43,029	32,489	22,170	13,832	8,128	8,128	8,128	8,128
State	0.0300	2,704	2,089	1,616	1,220	833	519	305	305	305	305
		5.3250	\$ 479,966	\$ 370,715	\$ 286,804	\$ 216,553	\$ 147,773	\$ 92,196	\$ 54,177	\$ 54,177	\$ 54,177

Estimated Assessed Value of Personal Property		\$ 1,017,405	\$ 1,017,405	\$ 1,017,405	\$ 1,017,405	\$ 1,017,405	\$ 1,017,405	\$ 1,017,405	\$ 1,017,405	\$ 1,017,405	\$ 1,017,405	\$ 1,017,405
Taxing Jurisdiction	Tax Rate per \$100	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	Total
County Revenue	0.2237	\$ 2,276	\$ 2,276	\$ 2,276	\$ 2,276	\$ 2,276	\$ 2,276	\$ 2,276	\$ 2,276	\$ 2,276	\$ 2,276	\$ 98,826
Health	0.1000	1,017	1,017	1,017	1,017	1,017	1,017	1,017	1,017	1,017	1,017	44,178
J.G.C.	0.0100	102	102	102	102	102	102	102	102	102	102	4,418
New Madrid County Library	0.1448	1,473	1,473	1,473	1,473	1,473	1,473	1,473	1,473	1,473	1,473	63,970
R-1 School District	3.8400	39,068	39,068	39,068	39,068	39,068	39,068	39,068	39,068	39,068	39,068	1,696,438
Road & Bridge	0.1576	1,603	1,603	1,603	1,603	1,603	1,603	1,603	1,603	1,603	1,603	69,625
Sheltered Workshop	0.0200	203	203	203	203	203	203	203	203	203	203	8,836
City of Sikeston	0.7989	8,128	8,128	8,128	8,128	8,128	8,128	8,128	8,128	8,128	8,128	352,939
State	0.0300	305	305	305	305	305	305	305	305	305	305	13,253
	5.3250	\$ 54,177	\$ 54,177	\$ 54,177	\$ 54,177	\$ 54,177	\$ 54,177	\$ 54,177	\$ 54,177	\$ 54,177	\$ 54,177	\$ 2,352,483

Personal Property Assessed Value (5-Year Depreciation)													
	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
4,962,653	1,405,944	984,161	688,913	413,348	165,405	165,405	165,405	165,405	165,405	165,405	165,405	165,405	165,405
	2036	2037	2038	2039	2040	2041	2042						
	165,405	165,405	165,405	165,405	165,405	165,405	165,405						
Personal Property Assessed Value (7-Year Depreciation)													
	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
25,562,547	7,607,505	5,977,630	4,697,074	3,653,375	2,609,675	1,565,975	852,000	852,000	852,000	852,000	852,000	852,000	852,000
	2036	2037	2038	2039	2040	2041	2042						
	852,000	852,000	852,000	852,000	852,000	852,000	852,000						

Projected PILOT Amounts on Personal Property

Estimated Assessed Value of Personal Property	\$ 9,013,450	\$ 6,961,791	\$ 5,385,987	\$ 4,066,722	\$ 2,775,080	\$ 1,731,381	\$ 1,017,405	\$ 1,017,405	\$ 1,017,405	\$ 1,017,405
PILOT Payment	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%

Taxing Jurisdiction	Tax Rate per \$100	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
County Revenue	0.2237	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Health	0.1000	-	-	-	-	-	-	-	-	-	-
J.G.C.	0.0100	-	-	-	-	-	-	-	-	-	-
New Madrid County Library	0.1448	-	-	-	-	-	-	-	-	-	-
R-1 School District	3.8400	-	-	-	-	-	-	-	-	-	-
Road & Bridge	0.1576	-	-	-	-	-	-	-	-	-	-
Sheltered Workshop	0.0200	-	-	-	-	-	-	-	-	-	-
City of Sikeston	0.7989	-	-	-	-	-	-	-	-	-	-
State	0.0300	-	-	-	-	-	-	-	-	-	-
	5.3250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Estimated Assessed Value of Personal Property	\$ 1,017,405	\$ 1,017,405	\$ 1,017,405	\$ 1,017,405	\$ 1,017,405	\$ 1,017,405	\$ 1,017,405	\$ 1,017,405	\$ 1,017,405	\$ 1,017,405	\$ 1,017,405
PILOT Payment	25%	25%	25%	25%	25%	25%	50%	50%	50%	50%	50%

Taxing Jurisdiction	Tax Rate per \$100	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	Total
County Revenue	0.2237	\$ 569	\$ 569	\$ 569	\$ 569	\$ 569	\$ 1,138	\$ 1,138	\$ 1,138	\$ 1,138	\$ 1,138	\$ 8,535
Health	0.1000	254	254	254	254	254	509	509	509	509	509	3,815
J.G.C.	0.0100	25	25	25	25	25	51	51	51	51	51	382
New Madrid County Library	0.1448	368	368	368	368	368	737	737	737	737	737	5,525
R-1 School District	3.8400	9,767	9,767	9,767	9,767	9,767	19,534	19,534	19,534	19,534	19,534	146,506
Road & Bridge	0.1576	401	401	401	401	401	802	802	802	802	802	6,013
Sheltered Workshop	0.0200	51	51	51	51	51	102	102	102	102	102	763
City of Sikeston	0.7989	2,032	2,032	2,032	2,032	2,032	4,064	4,064	4,064	4,064	4,064	30,480
State	0.0300	76	76	76	76	76	153	153	153	153	153	1,145
	5.3250	\$ 13,544	\$ 13,544	\$ 13,544	\$ 13,544	\$ 13,544	\$ 27,088	\$ 27,088	\$ 27,088	\$ 27,088	\$ 27,088	\$ 203,163

Projected Tax Abatement on Personal Property

Estimated Assessed Value of Personal Property		\$ 9,013,450	\$ 6,961,791	\$ 5,385,987	\$ 4,066,722	\$ 2,775,080	\$ 1,731,381	\$ 1,017,405	\$ 1,017,405	\$ 1,017,405	\$ 1,017,405
Abatement Percentage		100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Taxing Jurisdiction	Tax Rate per \$100	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
County Revenue	0.2237	\$ 20,163	\$ 15,574	\$ 12,048	\$ 9,097	\$ 6,208	\$ 3,873	\$ 2,276	\$ 2,276	\$ 2,276	\$ 2,276
Health	0.1000	9,013	6,962	5,386	4,067	2,775	1,731	1,017	1,017	1,017	1,017
J.G.C.	0.0100	901	696	539	407	278	173	102	102	102	102
New Madrid County Library	0.1448	13,051	10,081	7,799	5,889	4,018	2,507	1,473	1,473	1,473	1,473
R-1 School District	3.8400	346,116	267,333	206,822	156,162	106,563	66,485	39,068	39,068	39,068	39,068
Road & Bridge	0.1576	14,205	10,972	8,488	6,409	4,374	2,729	1,603	1,603	1,603	1,603
Sheltered Workshop	0.0200	1,803	1,392	1,077	813	555	346	203	203	203	203
City of Sikeston	0.7989	72,008	55,618	43,029	32,489	22,170	13,832	8,128	8,128	8,128	8,128
State	0.0300	2,704	2,089	1,616	1,220	833	519	305	305	305	305
	5.3250	\$ 479,966	\$ 370,715	\$ 286,804	\$ 216,553	\$ 147,773	\$ 92,196	\$ 54,177	\$ 54,177	\$ 54,177	\$ 54,177

Estimated Assessed Value of Personal Property		\$ 1,017,405	\$ 1,017,405	\$ 1,017,405	\$ 1,017,405	\$ 1,017,405	\$ 1,017,405	\$ 1,017,405	\$ 1,017,405	\$ 1,017,405	\$ 1,017,405
Abatement Percentage		75%	75%	75%	75%	75%	50%	50%	50%	50%	50%
Taxing Jurisdiction	Tax Rate per \$100	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042
County Revenue	0.2237	\$ 1,707	\$ 1,707	\$ 1,707	\$ 1,707	\$ 1,707	\$ 1,138	\$ 1,138	\$ 1,138	\$ 1,138	\$ 1,138
Health	0.1000	763	763	763	763	763	509	509	509	509	509
J.G.C.	0.0100	76	76	76	76	76	51	51	51	51	51
New Madrid County Library	0.1448	1,105	1,105	1,105	1,105	1,105	737	737	737	737	737
R-1 School District	3.8400	29,301	29,301	29,301	29,301	29,301	19,534	19,534	19,534	19,534	19,534
Road & Bridge	0.1576	1,203	1,203	1,203	1,203	1,203	802	802	802	802	802
Sheltered Workshop	0.0200	153	153	153	153	153	102	102	102	102	102
City of Sikeston	0.7989	6,096	6,096	6,096	6,096	6,096	4,064	4,064	4,064	4,064	4,064
State	0.0300	229	229	229	229	229	153	153	153	153	153
	5.3250	\$ 40,633	\$ 40,633	\$ 40,633	\$ 40,633	\$ 40,633	\$ 27,088	\$ 27,088	\$ 27,088	\$ 27,088	\$ 27,088

City of Sikeston, Missouri
(Carlisle Construction Materials, LLC Project)

Present Value of Tax Abatement

Yield	5.0000000%
Computation Date	6/12/2020

Date	Receipt	Days From 6/12/2020	Present Value Factor	Present Value to 6/12/2020 at 5.0000000%
1/1/2023	1,448,310.24	919	0.881553572	1,276,763.07
1/1/2024	1,339,059.41	1279	0.839075381	1,123,571.78
1/1/2025	1,274,514.76	1639	0.798644027	1,017,883.60
1/1/2026	1,204,263.89	1999	0.760160882	915,434.30
1/1/2027	1,155,238.18	2359	0.723532071	835,851.87
1/1/2028	1,099,661.18	2719	0.688668241	757,301.73
1/1/2029	1,081,791.26	3079	0.655484346	709,097.24
1/1/2030	1,081,791.26	3439	0.623899437	674,928.96
1/1/2031	1,102,343.54	3799	0.593836466	654,611.79
1/1/2032	1,102,343.54	4159	0.565222098	623,068.93
1/1/2033	842,480.14	4519	0.537986530	453,242.97
1/1/2034	842,480.14	4879	0.512063324	431,403.18
1/1/2035	858,517.11	5239	0.487389243	418,432.00
1/1/2036	858,517.11	5599	0.463904098	398,269.61
1/1/2037	874,874.80	5959	0.441550599	386,301.49
1/1/2038	583,249.87	6319	0.420274217	245,124.88
1/1/2039	594,373.08	6679	0.400023050	237,762.93
1/1/2040	594,373.08	7039	0.380747698	226,306.18
1/1/2041	605,718.79	7399	0.362401140	219,513.18
1/1/2042	605,718.79	7759	0.344938622	208,935.80
19,149,620.15		Present Value:		11,813,805.49

City of Sikeston, Missouri
(Carlisle Construction Materials, LLC Project)

Present Value of Tax Abatement

Yield	6.0000000%
Computation Date	6/12/2020

Date	Receipt	Days From 6/12/2020	Present Value Factor	Present Value to 6/12/2020 at 6.0000000%
1/1/2023	1,448,310.24	919	0.859921557	1,245,433.20
1/1/2024	1,339,059.41	1279	0.810558542	1,085,386.04
1/1/2025	1,274,514.76	1639	0.764029165	973,766.45
1/1/2026	1,204,263.89	1999	0.720170766	867,275.65
1/1/2027	1,155,238.18	2359	0.678830018	784,210.35
1/1/2028	1,099,661.18	2719	0.639862398	703,631.84
1/1/2029	1,081,791.26	3079	0.603131678	652,462.58
1/1/2030	1,081,791.26	3439	0.568509453	615,008.56
1/1/2031	1,102,343.54	3799	0.535874684	590,718.00
1/1/2032	1,102,343.54	4159	0.505113285	556,808.37
1/1/2033	842,480.14	4519	0.476117716	401,119.72
1/1/2034	842,480.14	4879	0.448786612	378,093.81
1/1/2035	858,517.11	5239	0.423024424	363,173.71
1/1/2036	858,517.11	5599	0.398741092	342,326.05
1/1/2037	874,874.80	5959	0.375851722	328,823.20
1/1/2038	583,249.87	6319	0.354276296	206,631.60
1/1/2039	594,373.08	6679	0.333939387	198,484.58
1/1/2040	594,373.08	7039	0.314769900	187,090.75
1/1/2041	605,718.79	7399	0.296700820	179,717.26
1/1/2042	605,718.79	7759	0.279668979	169,400.75
19,149,620.15		Present Value:		10,829,562.46

City of Sikeston, Missouri
(Carlisle Construction Materials, LLC Project)

Present Value of Tax Abatement

Yield	7.0000000%
Computation Date	6/12/2020

Date	Receipt	Days From 6/12/2020	Present Value Factor	Present Value to 6/12/2020 at 7.0000000%
1/1/2023	1,448,310.24	919	0.838921286	1,215,018.29
1/1/2024	1,339,059.41	1279	0.783141998	1,048,673.66
1/1/2025	1,274,514.76	1639	0.731071435	931,761.33
1/1/2026	1,204,263.89	1999	0.682463007	821,865.56
1/1/2027	1,155,238.18	2359	0.637086520	735,986.67
1/1/2028	1,099,661.18	2719	0.594727083	653,998.29
1/1/2029	1,081,791.26	3079	0.555184096	600,593.30
1/1/2030	1,081,791.26	3439	0.518270294	560,660.27
1/1/2031	1,102,343.54	3799	0.483810865	533,325.78
1/1/2032	1,102,343.54	4159	0.451642620	497,865.32
1/1/2033	842,480.14	4519	0.421613218	355,200.76
1/1/2034	842,480.14	4879	0.393580451	331,583.71
1/1/2035	858,517.11	5239	0.367411562	315,429.11
1/1/2036	858,517.11	5599	0.342982625	294,456.45
1/1/2037	874,874.80	5959	0.320177950	280,115.62
1/1/2038	583,249.87	6319	0.298889543	174,327.29
1/1/2039	594,373.08	6679	0.279016586	165,839.95
1/1/2040	594,373.08	7039	0.260464969	154,813.37
1/1/2041	605,718.79	7399	0.243146835	147,278.61
1/1/2042	605,718.79	7759	0.226980173	137,486.15
19,149,620.15		Present Value:		9,956,279.50

(The above space is reserved for Recorder's Certification.)

TITLE OF DOCUMENT:	SPECIAL WARRANTY DEED
DATE OF DOCUMENT:	July __, 2021
GRANTOR:	CITY OF SIKESTON, MISSOURI
GRANTOR'S MAILING ADDRESS:	105 East Center Street Sikeston, Missouri 63801
GRANTEE:	CARLISLE CONSTRUCTION MATERIALS, LLC
GRANTEE'S MAILING ADDRESS:	1285 Ritner Highway Carlisle, Pennsylvania 17013
RETURN DOCUMENTS TO:	Mark D. Grimm, Esq. Gilmore & Bell, P.C. 211 North Broadway, Suite 2000 St. Louis, Missouri 63102
LEGAL DESCRIPTION:	See Exhibit A
REFERENCE BOOK & PAGE:	N/A

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of July __, 2021, from the **CITY OF SIKESTON, MISSOURI**, a charter city organized and existing under the laws of the State of Missouri (the “Grantor”), to **CARLISLE CONSTRUCTION MATERIALS, LLC**, a Delaware limited liability company (the “Grantee”).

WITNESSETH, THAT THE GRANTOR, in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations to it paid by the Grantee (the receipt of which is hereby acknowledged) does by these presents, **SELL** and **CONVEY** unto the Grantee, its successors and assigns, the lots, tracts or parcels of land described in **EXHIBIT A** attached hereto (the “Property”).

TO HAVE AND TO HOLD, the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in any way appertaining unto the Grantee and unto its successors and assigns forever; the Grantor hereby covenanting that said premises are free and clear from any encumbrance done or suffered by it; and that it will warrant and defend the title to said premises unto the Grantee and unto the Grantee’s successors and assigns forever, against the lawful claims and demands of all persons claiming under it but none other, subject to 2021 taxes and general and special assessments (if any), any and all recorded easements, reservations, restrictions, encroachments and encumbrances, matters which would be shown by an accurate survey, underground and overhead cables, lines and utility services, and all existing zoning ordinances, laws, codes, statutes and subdivision regulations and other governmental laws, rules, codes, statutes and regulations limiting or restricting the use to which the Property may be put.

IN WITNESS WHEREOF, the Grantor and the Grantee have executed this Special Warranty Deed as of the day and year above written.

“GRANTOR”

CITY OF SIKESTON, MISSOURI

[SEAL]

By: _____
Greg Turnbow, Mayor

ATTEST:

Rhonda Council, City Clerk

“GRANTEE”

CARLISLE CONSTRUCTION MATERIALS, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF SCOTT)

On this _____ day of _____, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared **GREG TURNBOW**, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the **CITY OF SIKESTON, MISSOURI**, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed by authority of its City Council, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year first above written.

Name: _____

Notary Public in and for said State

My Commission Expires:

PLEASE AFFIX SEAL FIRMLY AND CLEARLY IN THIS BOX

ACKNOWLEDGMENT

STATE OF _____)
)
COUNTY OF _____) SS.

On this _____ day of _____, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of **CARLISLE CONSTRUCTION MATERIALS, LLC**, a Delaware limited liability company, and that said instrument was signed on behalf of said company by authority of its governing body, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year first above written.

Name: _____

Notary Public in and for said State

My Commission Expires:

PLEASE AFFIX SEAL FIRMLY AND CLEARLY IN THIS BOX

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

GILMORE & BELL, P.C.
DRAFT 1 – MAY 7, 2021
FOR DISCUSSION PURPOSES ONLY

(The above space is reserved for Recorder's Certification.)

TITLE OF DOCUMENT:	SPECIAL WARRANTY DEED
DATE OF DOCUMENT:	[*Transfer Date*]
GRANTOR:	CARLISLE CONSTRUCTION MATERIALS, LLC
GRANTOR'S MAILING ADDRESS:	1285 Ritner Highway Carlisle, Pennsylvania 17013
GRANTEE:	CITY OF SIKESTON, MISSOURI
GRANTEE'S MAILING ADDRESS:	105 East Center Street Sikeston, Missouri 63801
RETURN DOCUMENTS TO:	Mark D. Grimm, Esq. Gilmore & Bell, P.C. 211 North Broadway, Suite 2000 St. Louis, Missouri 63102
LEGAL DESCRIPTION:	See Exhibit A
REFERENCE BOOK & PAGE:	N/A

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of July __, 2021, from **CARLISLE CONSTRUCTION MATERIALS, LLC**, a Delaware limited liability company (the “Grantor”), to the **CITY OF SIKESTON, MISSOURI**, a charter city organized and existing under the laws of the State of Missouri (the “Grantee”).

WITNESSETH, THAT THE GRANTOR, in consideration of the sum of One Dollar (\$1.00) and other valuable considerations to it paid by the Grantee (the receipt of which is hereby acknowledged) does by these presents, **SELL** and **CONVEY** unto the Grantee, its successors and assigns, the lots, tracts or parcels of land described in **EXHIBIT A** attached hereto.

TO HAVE AND TO HOLD, the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in any way appertaining unto the Grantee and unto its successors and assigns forever; the Grantor hereby covenanting that said premises are free and clear from any encumbrance done or suffered by it; and that it will warrant and defend the title to said premises unto the Grantee and unto the Grantee’s successors and assigns forever, against the lawful claims and demands of all persons claiming under it but none other, subject to the Permitted Encumbrances as defined in the Trust Indenture dated as of July 1, 2021 between the Grantee and Security Bank of Kansas City, as trustee.

IN WITNESS WHEREOF, the Grantor and the Grantee have executed this Special Warranty Deed as of the day and year above written.

“GRANTOR”

CARLISLE CONSTRUCTION MATERIALS, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

“GRANTEE”

CITY OF SIKESTON, MISSOURI

[SEAL]

By: _____
Greg Turnbow, Mayor

ATTEST:

Rhonda Council, City Clerk

ACKNOWLEDGMENT

STATE OF _____)
)
COUNTY OF _____) SS.

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of **CARLISLE CONSTRUCTION MATERIALS, LLC**, a Delaware limited liability company, and that said instrument was signed on behalf of said company by authority of its governing body, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year first above written.

Name: _____

Notary Public in and for said State

My Commission Expires:

PLEASE AFFIX SEAL FIRMLY AND CLEARLY IN THIS BOX

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF SCOTT)

On this _____ day of July, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared **GREG TURNBOW**, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the **CITY OF SIKESTON, MISSOURI**, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed by authority of its City Council, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year first above written.

Name: _____

Notary Public in and for said State

My Commission Expires:

PLEASE AFFIX SEAL FIRMLY AND CLEARLY IN THIS BOX

EXHIBIT A
LEGAL DESCRIPTION OF THE LAND

**CITY OF SIKESTON, MISSOURI,
As Lessor**

AND

**CARLISLE CONSTRUCTION MATERIALS, LLC,
As Lessee**

LEASE AGREEMENT

Dated as of July 1, 2021

Relating to:

**\$85,000,000
(Aggregate Maximum Principal Amount)
City of Sikeston, Missouri
Taxable Industrial Revenue Bonds
(Carlisle Construction Materials, LLC Project)
Series 2021**

Certain rights of the City of Sikeston, Missouri (the “City”), in this Lease Agreement have been pledged and assigned to Security Bank of Kansas City, Kansas City, Kansas, as Trustee under the Trust Indenture dated as of July 1, 2021, between the City and the Trustee.

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I	
DEFINITIONS	
Section 1.1. Definitions of Words and Terms	2
Section 1.2. Rules of Interpretation.....	2
Section 1.3. Date of Lease.....	2
ARTICLE II	
REPRESENTATIONS	
Section 2.1. Representations by the City.....	3
Section 2.2. Representations by the Company	3
ARTICLE III	
GRANTING PROVISIONS	
Section 3.1. Granting of Leasehold Estate	4
Section 3.2. Lease Term.....	4
Section 3.3. Possession and Use of the Project.....	4
ARTICLE IV	
PURCHASE, CONSTRUCTION AND EQUIPPING OF THE PROJECT	
Section 4.1. Issuance of the Bonds.....	5
Section 4.2. Purchase, Construction and Equipping of the Project.....	5
Section 4.3. Project Costs.....	6
Section 4.4. Payment for Project Costs	7
Section 4.5. Establishment of Completion Date.....	7
Section 4.6. Surplus in Project Fund	7
Section 4.7. Project Property of City.....	8
Section 4.8. Non-Project Improvements, Machinery and Equipment Property of Company	8
Section 4.9. Construction Contracts	8
ARTICLE V	
RENT PROVISIONS	
Section 5.1. Basic Rent	8
Section 5.2. Additional Rent	9
Section 5.3. Obligations of Company Absolute and Unconditional	9
Section 5.4. Prepayment of Basic Rent	10

ARTICLE VI

MAINTENANCE, TAXES AND UTILITIES

Section 6.1.	Maintenance and Repairs	10
Section 6.2.	Taxes, Assessments and Other Governmental Charges	10
Section 6.3.	Utilities	11
Section 6.4.	Property Tax Exemption	11

ARTICLE VII

INSURANCE

Section 7.1.	Title Commitment or Report	11
Section 7.2.	Casualty Insurance	11
Section 7.3.	Public Liability Insurance	12
Section 7.4.	Blanket Insurance Policies	12
Section 7.5.	Worker's Compensation.....	12
Section 7.6.	Sovereign Immunity	13

ARTICLE VIII

ALTERATION OF THE PROJECT

Section 8.1.	Additions, Modifications and Improvements to the Project.....	13
Section 8.2.	Removal of Project Equipment	13
Section 8.3.	Additional Improvements on the Project Site	14
Section 8.4.	Permits and Authorizations	14
Section 8.5.	Liens on the Project.....	14
Section 8.6.	Notice of Improvements Subject to Bonding Requirements.....	14

ARTICLE IX

DAMAGE, DESTRUCTION AND CONDEMNATION

Section 9.1.	Damage or Destruction.....	15
Section 9.2.	Condemnation	17
Section 9.3.	Bondowner Approval	18

ARTICLE X

SPECIAL COVENANTS

Section 10.1.	No Warranty of Condition or Suitability by the City; Exculpation and Indemnification	18
Section 10.2.	Surrender of Possession	18
Section 10.3.	Right of Access to the Project	19
Section 10.4.	Granting of Easements; Financing Arrangements.....	19
Section 10.5.	Indemnification of City and Trustee	21
Section 10.6.	Depreciation and Other Tax Benefits.....	22
Section 10.7.	Company to Maintain its Existence.....	22
Section 10.8.	Security Interests.....	22
Section 10.9.	Environmental Matters, Warranties, Covenants and Indemnities Regarding Environmental Matters	22

ARTICLE XI

OPTION AND OBLIGATION TO PURCHASE THE PROJECT

Section 11.1.	Option to Purchase the Project	24
Section 11.2.	Conveyance of the Project.....	25
Section 11.3.	Relative Position of Option and Indenture	25
Section 11.4.	Obligation to Purchase the Project	26
Section 11.5.	Right of Set-Off.....	26

ARTICLE XII

DEFAULTS AND REMEDIES

Section 12.1.	Events of Default.....	26
Section 12.2.	Remedies on Default	27
Section 12.3.	Survival of Obligations	27
Section 12.4.	Performance of the Company's Obligations by the City.....	28
Section 12.5.	Rights and Remedies Cumulative	28
Section 12.6.	Waiver of Breach	28
Section 12.7.	Trustee's Exercise of the City's Remedies.....	28

ARTICLE XIII

ASSIGNMENT AND SUBLEASE

Section 13.1.	Assignment; Sublease	28
Section 13.2.	Assignment of Revenues by City	29
Section 13.3.	Prohibition Against Fee Mortgage of Project.....	29
Section 13.4.	Restrictions on Sale or Encumbrance of Project by City	29

ARTICLE XIV

AMENDMENTS, CHANGES AND MODIFICATIONS

Section 14.1.	Amendments, Changes and Modifications.....	29
---------------	--	----

ARTICLE XV

MISCELLANEOUS PROVISIONS

Section 15.1.	Notices.....	30
Section 15.2.	City Shall Not Unreasonably Withhold Consents and Approvals.....	31
Section 15.3.	Net Lease.....	31
Section 15.4.	Limitation on Liability of City	31
Section 15.5.	Governing Law.....	31
Section 15.6.	Binding Effect	31
Section 15.7.	Severability.....	31
Section 15.8.	Execution in Counterparts.....	31
Section 15.9.	Electronic Transaction.....	31
Section 15.10.	City Consent and Approvals	32
Section 15.11.	Anti-Discrimination Against Israel Act	32

Signatures and Seal.....	33
Exhibit A – Project Site	
Exhibit B – Form of Requisition Certificate	

LEASE AGREEMENT

THIS LEASE AGREEMENT, dated as of July 1, 2021 (this “Lease”), between the **CITY OF SKESTON, MISSOURI**, a charter city organized and existing under the laws of the State of Missouri (the “City”), as lessor, and **CARLISLE CONSTRUCTION MATERIALS, LLC**, a limited liability organized and existing under the laws of the State of Delaware (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 April 16, 2021, the City Council adopted Ordinance No. 6224, approving a Development Agreement (the “Development Agreement”) with the Company concerning a proposed industrial development project within the City.

3. Pursuant to the Act and as contemplated by the Development Agreement, the City Council passed Ordinance No. _____ (the “Ordinance”) on June 28, 2021, authorizing the City to issue its Taxable Industrial Revenue Bonds (Carlisle Construction Materials, LLC Project), Series 2021, in the maximum principal amount of \$85,000,000 (the “Bonds”), for the purpose of constructing an approximately 455,000 square foot manufacturing facility (the “Project Improvements”) on an approximately 124-acre site located northwest of the intersection of Highway 62 and County Road 824 in the City (as legally described on **Exhibit A**, the “Project Site”) and acquiring and installing within the Project Improvements certain equipment and other personal property (the “Project Equipment”).

4. Pursuant to the Ordinance, the City is authorized to enter into a Trust Indenture of even date herewith (the “Indenture”) with Security Bank of Kansas City, Kansas City, Kansas, as trustee (the “Trustee”), for the purpose of issuing and securing the Bonds, as therein provided, and to enter into this Lease with the Company, under which the City will acquire an interest in the Project Site, cause the construction of the Project Improvements and the acquisition and installation of the Project Equipment, and will lease the Project Site, the Project Improvements and the Project Equipment (collectively, the “Project”) to the Company in consideration of rental payments by the Company that will be sufficient to pay the principal of and interest on the Bonds.

5. In consideration of the terms and conditions of this Lease, the Ordinance, issuance of the Bonds and certain other agreements, the City and the Company have concurrently herewith entered into a Performance Agreement of even date herewith (the “Performance Agreement”), pursuant to which the Company has agreed to make certain payments in lieu of taxes.

6. Pursuant to the foregoing, the City desires to lease the Project to the Company and the Company desires to lease the Project from the City, for the rentals and upon the terms and conditions hereinafter set forth.

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 do hereby represent, covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. In addition to any words and terms defined elsewhere in this Lease, capitalized words and terms used in this Lease shall have the meanings given to such words and terms in **Section 101** of the Indenture (which definitions are hereby incorporated by reference).

Section 1.2. Rules of Interpretation.

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(b) Unless the context otherwise indicates, words importing the singular number shall include the plural and vice versa, and words importing Persons shall include firms, associations and corporations, including governmental entities, as well as natural Persons.

(c) Wherever in this Lease it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

(d) All references in this instrument to designated “Articles,” “Sections” and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words “herein,” “hereof,” “hereunder” and other words of similar import refer to this Lease as a whole and not to any particular Article, Section or other subdivision.

(e) The Table of Contents and the Article and Section headings of this Lease shall not be treated as a part of this Lease or as affecting the true meaning of the provisions hereof.

(f) Whenever an item or items are listed after the word “including,” such listing is not intended to be a listing that excludes items not listed.

Section 1.3. Date of Lease. The dating of this Lease as of July 1, 2021, is intended as and for the convenient identification of this Lease only and is not intended to indicate that this Lease was executed and delivered on said date, this Lease being executed and delivered and becoming effective simultaneously with the initial issuance of the Bonds.

ARTICLE II

REPRESENTATIONS

Section 2.1. Representations by the City. The City makes the following representations as the basis for the undertakings on its part herein contained:

(a) The City is a charter city duly organized and validly existing under the laws of the State of Missouri. Under the provisions of the Act, the City has lawful power and authority to enter into the transactions contemplated by this Lease and to carry out its obligations hereunder. By proper action of the City Council, the City has been duly authorized to execute and deliver this Lease, acting by and through its duly authorized officers.

(b) As of the date of delivery hereof, the City agrees to (1) acquire the Project Site, subject to Permitted Encumbrances, (2) acquire, purchase, construct, equip and improve, or cause to be acquired, purchased, constructed, equipped and improved, on the Project Site the Project Improvements and (3) acquire and install the Project Equipment within the Project Improvements. The City agrees to lease the Project to the Company and to sell the Project to the Company if the Company exercises its option to purchase the Project or upon termination of this Lease, all for the purpose of furthering the public purposes of the Act.

(c) To the City's knowledge, no member of the City Council or any other officer of the City has any significant or conflicting interest, financial, employment or otherwise, in the Company or in the transactions contemplated hereby.

(d) To finance the costs of the Project, the City proposes to issue the Bonds which will be scheduled to mature as set forth in **Article II** of the Indenture and will be subject to redemption prior to maturity in accordance with the provisions of **Article III** of the Indenture.

(e) The Bonds are to be issued under and secured by the Indenture, pursuant to which the Project and the net earnings therefrom, consisting of all rents, revenues and receipts to be derived by the City from the leasing or sale of the Project, will be pledged and assigned to the Trustee as security for payment of the principal of and interest on the Bonds and amounts owing pursuant to the Lease.

(f) The City will not knowingly take any affirmative action that would permit a lien to be placed on the Project or pledge the revenues derived therefrom for any bonds or other obligations, other than the Bonds, except with the written consent of the Authorized Company Representative and any Financing Party; provided, however, the City's execution of this Lease, the Indenture and the Performance Agreement shall not be deemed to violate this **Section 2.1(f)**.

(g) The City will not operate the Project as a business or in any other manner except as the lessor thereof; provided, subsequent to an Event of Default hereunder, the City may, but is not obligated to, operate the Project in such manner as the City deems best.

Section 2.2. Representations by the Company. The Company makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and authorized to transact business in the State of Missouri.

(b) The Company has lawful power and authority to enter into this Lease and to carry out its obligations hereunder, and the Company has been duly authorized to execute and deliver this Lease, acting by and through its duly authorized officers and representatives.

(c) The execution and delivery of this Lease, the consummation of the transactions contemplated hereby and the performance of or compliance with the terms and conditions of this Lease by the Company will not, to the best of the Company's knowledge, conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the Company is a party or by which it or any of its property is bound, or the Company's organizational documents, or any order, rule or regulation applicable to the Company or any of its property of any court or governmental body, or constitute a default under any of the foregoing, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Company under the terms of any instrument or agreement to which the Company is a party.

(d) To the Company's knowledge, the estimated costs of the purchase, construction, equipping and improvement of the Project are in accordance with sound engineering and accounting principles.

(e) To the Company's knowledge, the Project will comply in all material respects with all applicable building and zoning, health, environmental and safety orders and laws and all other applicable laws, rules and regulations.

ARTICLE III

GRANTING PROVISIONS

Section 3.1. Granting of Leasehold Estate. The City hereby exclusively rents, leases and lets the Project to the Company, and the Company hereby rents, leases and hires the Project from the City, subject to Permitted Encumbrances existing as of the date of the execution and delivery hereof, for the rentals and upon and subject to the terms and conditions herein contained.

Section 3.2. Lease Term. This Lease shall become effective upon its execution and delivery. Subject to earlier termination pursuant to the provisions of this Lease, the lease of the Project shall terminate on December 31 in the year that is 20 years following the Completion Date.

Section 3.3. Possession and Use of the Project.

(a) The City covenants and agrees that as long as neither the City nor the Trustee has exercised any of the remedies set forth in **Section 12.2** following the occurrence and continuance of an Event of Default, as defined in **Section 12.1**, the Company shall have sole and exclusive possession of the Project (subject to Permitted Encumbrances and the City's and the Trustee's right of access pursuant to **Section 10.3**) and shall peaceably and quietly have, hold and enjoy the Project during the Lease Term. The City covenants and agrees that it will not take any action, other than expressly pursuant to

Article XII, the Indenture, and the Performance Agreement, to prevent the Company from having quiet and peaceable possession and enjoyment of the Project during the Lease Term and will, at the request and expense of the Company, cooperate with the Company to defend the Company's quiet and peaceable possession and enjoyment of the Project.

(b) Subject to the provisions of this Section, the Company shall have the exclusive right to use the Project for any lawful purpose contemplated by the Act and consistent with the terms of the Performance Agreement. The Company shall comply in all material respects with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, local and other governments or governmental authorities, now or hereafter applicable to the Project, as to the manner of use or the condition of the Project, or that otherwise may be applicable by virtue of the City's ownership of the Project. The Company shall also comply with the mandatory requirements, rules and regulations of all insurers under the policies carried under the provisions of **Article VII**. The Company shall pay all costs, expenses, claims, fines, penalties and damages that may in any manner arise out of, or be imposed as a result of, the failure of the Company to comply with the provisions of this Section. Notwithstanding any provision contained in this Section, however, the Company may, at its own cost and expense, contest or review by legal or other appropriate procedures the validity or legality of any such governmental statute, law, ordinance, order, judgment, decree, regulation, direction or requirement, or any such requirement, rule or regulation of an insurer, and during such contest or review the Company may refrain from complying therewith.

ARTICLE IV

PURCHASE, CONSTRUCTION AND EQUIPPING OF THE PROJECT

Section 4.1. Issuance of the Bonds. To provide funds for the payment of Project Costs, the City agrees that, upon request of the Company, it will issue, sell and cause to be delivered the Bonds to the purchaser thereof in accordance with the provisions of the Indenture and the Bond Purchase Agreement. The proceeds of the sale of the Bonds, when received, shall be paid over to the Trustee for the account of the City. The Trustee shall promptly deposit such proceeds, when received, as provided in the Indenture to be used and applied as provided in this Lease and in the Indenture. Alternatively, the Trustee shall (pursuant to **Section 208(d)** of the Indenture) endorse the Bonds in an amount equal to the requisition certificates submitted pursuant to **Section 4.4**. In that event, so long as the sole Owner of the Bonds is the lessee under this Lease, the purchaser of the Bonds shall be deemed to have deposited funds with the Trustee in an amount equal to the amounts stated in the requisition certificates.

Section 4.2. Purchase, Construction and Equipping of the Project. The City and the Company agree that the Company, as the agent of the City, shall, but solely from the Project Fund, purchase, construct, equip and improve the Project as follows:

(a) The City will acquire the fee title to the Project.

(b) On behalf of the City, the Company will purchase, construct and improve the Project Improvements on the Project Site and otherwise improve the Project Site in accordance with the Plans and Specifications. The Company may revise the Plans and Specifications from time to time as it deems necessary to carry out the Project, but revisions that would alter the intended purpose of the Project may be made only with the prior written approval of the City. The Company agrees that the aforesaid construction and improvement will, with such changes

and additions as may be made hereunder, result in facilities suitable for use by the Company for its purposes, and that all real and personal property described in the Plans and Specifications, with such changes and additions as may be made hereunder, is desirable and appropriate in connection with the Project. The provisions of this paragraph are in addition to and do not supersede the provisions of **Article VIII**.

(c) The Company will purchase and install the Project Equipment within the Project Improvements. Title to the Project Equipment shall be evidenced by bills of sale in substantially the form attached to the form of the requisition certificate attached as **Exhibit B** or other instruments of transfer, including purchase orders or other instruments pursuant to which the City acquires title to personal property directly from the vendor thereof. Such bills of sale or other instruments of transfer, along with a requisition certificate pursuant to **Section 4.4**, must (1) be dated by no later than December 31 of each year to be treated as Project Equipment (and therefore to be exempt from property taxes) in the next succeeding year and (2) be submitted to the City by no later than January 31.

(d) On or before March 1 of each year or such other date required by law for reporting personal property declarations, the Company shall furnish to the City and the Trustee a list of items comprising the Project Equipment as of January 1 of such year as required by the personal property declarations provided by the New Madrid County Assessor. The Company shall provide such information to the City and the Trustee as may be requested to ensure that such list corresponds to the list of the Project Equipment maintained by the Trustee pursuant to **Section 10.8**. The Trustee may conclusively rely upon such information in compiling a list of the Project Equipment in accordance with **Section 10.8**.

(e) Each bill of sale or other instrument of transfer and each personal property declaration form shall be of sufficient specificity so as to enable the City's officials and the New Madrid County Assessor, 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).

(f) The City and the Company agree that, pursuant to **Section 4.8**, property purchased in whole or in part by the Company with its own funds, and not Bond proceeds, shall not constitute part of the Project Improvements or the Project Equipment and shall remain the property of the Company and shall, therefore, be subject to taxation.

(g) The Company will comply with the provisions of Section 107.170 of the Revised Statutes of Missouri to the extent applicable to the construction of the Project.

(h) The Company will cause the purchase, construction, equipping, installation and improvement of the Project to be completed on or before the Completion Date, except as otherwise provided in **Section 4.5**.

Section 4.3. Project Costs. The City hereby agrees to pay for, but solely from the Project Fund, and hereby authorizes and directs the Trustee to pay for, but solely from the Project Fund, all Project Costs upon receipt by the Trustee of a certificate pursuant to **Section 4.4**. The Company may not submit any requisition certificates for Project Costs incurred after the Completion Date. The Company must submit all requisitions for Project Costs incurred before the Completion Date within three months of

the Completion Date. The maximum amount of Project Costs for which requisitions may be submitted is expressly limited to \$85,000,000.

Section 4.4. Payment for Project Costs.

(a) The City hereby authorizes and directs the Trustee to make disbursements from the Project Fund and endorse the Bonds, if the Trustee is holding the Bonds, upon receipt by the Trustee of certificates in substantially the form attached as **Exhibit B**, signed by an Authorized Company Representative and approved by an Authorized City Representative. The Company agrees that the information in each certificate will be accurate in all respects when given and that the Company will notify the City if the Company becomes aware of any material inaccuracies in a certificate after the date on which it is given. Upon request by the City, the Company shall provide the City with copies of invoices, bills, lien waivers and other reasonable documentation to support each submitted requisition certificate.

(b) The Trustee may rely conclusively on any such certificate and shall not be required to make any independent inspection or investigation in connection therewith. The approval of any requisition certificate by an Authorized Company Representative and an Authorized City Representative shall constitute, unto the Trustee, an irrevocable determination that all conditions precedent to the payments requested have been completed.

Section 4.5. Establishment of Completion Date. The Completion Date shall be evidenced to the City and the Trustee by a certificate signed by an Authorized Company Representative stating (a) that the purchase, construction and equipping of the Project has been completed in accordance with the Plans and Specifications, (b) the date of completion thereof, and (c) that all costs and expenses of the purchase, construction and equipping of the Project have been incurred. Notwithstanding the foregoing, such certificate shall be deemed given on December 31, 2022 if not actually filed with the City by December 31, 2022, subject to any delay to the extent caused by force majeure, including, without limitation, damage or destruction by fire or casualty, strike, lockout, civil disorder, war, restrictive government regulations, lack of issuance of any permits and/or legal authorization by the governmental entity necessary for the construction and occupation of the Project, shortage or delay in shipment of material or fuel, acts of God, unusually adverse weather or wet soil conditions, or other like causes beyond the Company's reasonable control, including without limitation any litigation, court order or judgment resulting from any litigation affecting the validity of this Lease, the Indenture, the Ordinance or the Project (each, a "Permitted Excuse"). No Permitted Excuse shall be deemed to exist unless the Company provides a written notice to the City, within 30 days after the Company has actual notice of the claimed event, specifying the Permitted Excuse. In no event shall a Permitted Excuse extend the Completion Date beyond December 31, 2023. The Company and the City agree to cooperate in causing such certificate to be furnished to the Trustee.

Section 4.6. Surplus in Project Fund. Upon receipt of the certificate described in **Section 4.5**, the Trustee shall, as provided in **Section 504** of the Indenture, transfer any remaining moneys then in the Project Fund to the Bond Fund to be applied as directed by the Company solely to (a) the payment of principal and premium, if any, of the Bonds through the payment (including regularly scheduled principal payments, if any) or redemption thereof at the earliest date permissible under the terms of the Indenture, or (b) at the option of the Company, to the purchase of Bonds at such earlier date or dates as the Company may elect. Any amount so deposited in the Bond Fund may be invested as permitted by **Section 702** of the Indenture.

Section 4.7. Project Property of City. The Project Site, the Project Improvements and the Project Equipment located thereon at the execution hereof and which the Company desires to convey to the City, all work and materials on the Project as such work progresses and all additions or enlargements thereto or thereof, the Project as fully completed, anything under this Lease which becomes, is deemed to be or constitutes a part of the Project and the Project as repaired, rebuilt, rearranged, restored or replaced by the Company under the provisions of this Lease, except as otherwise specifically provided herein, shall immediately when erected or installed become the absolute property of the City, subject only to this Lease, the Indenture and any other Permitted Encumbrances.

Section 4.8. Non-Project Improvements, Machinery and Equipment Property of Company. Any improvements or items of machinery or equipment which do not constitute part of the Project Improvements or the Project Equipment and the entire purchase price of which is paid for by the Company with the Company's own funds, and no part of the purchase price of which is paid for from funds deposited pursuant to the terms of this Lease in the Project Fund, shall be the property of the Company, shall not constitute a part of the Project for purposes of **Section 6.4** and shall, therefore, be subject to taxation, to the extent otherwise provided by law.

Section 4.9. Construction Contracts. The Company may enter into one or more construction contracts to complete the Project. All construction contracts entered into by or on behalf of the Company shall state that the contractor has no recourse against the City or the Trustee in connection with the contractor's construction of the applicable portion of the Project.

ARTICLE V

RENT PROVISIONS

Section 5.1. Basic Rent. The Company covenants and agrees to pay to the Trustee in same day funds for the account of the City during the Lease Term, on or before 11:00 a.m., Trustee's local time, on each Payment Date, as Basic Rent for the Project, an amount which, when added to any collected funds then on deposit in the Bond Fund and available for the payment of principal of the Bonds and interest thereon to such Payment Date, shall be equal to the amount payable on such Payment Date as principal of the Bonds and interest thereon as provided in the Indenture. Except as offset pursuant to the right of the Company set forth below, all payments of Basic Rent provided for in this Section shall be paid directly to the Trustee and shall be deposited in accordance with the provisions of the Indenture into the Bond Fund and shall be used and applied by the Trustee in the manner and for the purposes set forth in this Lease and the Indenture. In furtherance of the foregoing, and notwithstanding any other provision in this Lease, the Indenture, the Bond Purchase Agreement or the Performance Agreement to the contrary, and provided that the Company or a Financing Party is the sole holder of the Bonds, the Company may set-off the then-current Basic Rent payment against the City's obligation to the Company as bondholder under the Indenture in lieu of delivery of the Basic Rent on any Payment Date, without providing notice of such set-off to the Trustee. The Trustee may conclusively rely on the absence of any notice from the Company to the contrary as evidence that such set-off has occurred and that pursuant to the set-off, the City is deemed to have paid its obligation to the Company as bondholder to pay principal of and interest on the Bonds under the Indenture. On the final Payment Date, the Company will (a) if the Trustee holds the Bonds, notify the Trustee of the Bonds not previously paid that are to be canceled or (b) if an entity other than the Trustee holds the Bonds, deliver or cause to be delivered to the Trustee for cancellation Bonds not previously paid. The Company shall receive a credit against the Basic Rent payable by the Company in an amount equal to the principal amount of the Bonds so tendered for cancellation plus accrued interest thereon.

Section 5.2. Additional Rent. The Company shall pay or cause to be paid as Additional Rent, within 30 days after receiving an itemized invoice therefor, the following amounts:

(a) all fees, charges and expenses, including agent and counsel fees and expenses, of the City, the Trustee and the Paying Agent incurred under or arising from this Lease, the Indenture or the Performance Agreement, including but not limited to claims by contractors or subcontractors and legal costs associated with the transfer of title to the Project, as and when the same becomes due;

(b) all costs incident to the issuance of the Bonds (which are to be paid on the Closing Date) and the payment of the principal of and interest on the Bonds as the same becomes due and payable, including all costs and expenses in connection with the call, redemption and payment of all Outstanding Bonds;

(c) all fees, charges and expenses incurred in connection with the enforcement of any rights under this Lease, the Indenture or the Performance Agreement by the City, the Trustee or the Owners, including counsel fees and expenses; and

(d) all other payments of whatever nature (excluding PILOT Payments, as defined in the Performance Agreement) that the Company has agreed in writing to pay or assume under the provisions of this Lease, the Indenture or the Performance Agreement.

Section 5.3. Obligations of Company Absolute and Unconditional.

(a) The obligations of the Company under this Lease to make payments of Basic Rent and Additional Rent on or before the date the same becomes due, and to perform all of its other obligations, covenants and agreements hereunder shall be absolute and unconditional, without notice or demand, and without abatement, deduction, set-off (except as provided in **Section 5.1**), counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and irrespective of whether the Project has been started or completed, or whether the City's title thereto or to any part thereof is defective or nonexistent, and notwithstanding any damage to, loss, theft or destruction of, the Project or any part thereof, any failure of consideration or frustration of commercial purpose, the taking by eminent domain of title to or of the right of temporary use of all or any part of the Project, legal curtailment of the Company's use thereof, the eviction or constructive eviction of the Company, any change in the tax or other laws of the United States of America, the State of Missouri or any political subdivision thereof, any change in the City's legal organization or status, or any default of the City hereunder, and regardless of the invalidity of any action of the City; provided, however, that nothing in this Section is intended or shall be deemed to affect or impair in any way the rights of the Company to tender Bonds for redemption in satisfaction of Basic Rent as provided in **Section 5.1** and **Section 5.4**, nor the right of the Company to terminate this Lease and purchase the Project as provided in **Article XI**.

(b) Nothing in this Lease shall be construed to release the City from the performance of any agreement on its part herein contained or as a waiver by the Company of any rights or claims the Company may have against the City under this Lease or otherwise, but any recovery upon such rights and claims shall be had from the City separately, it being the intent of this Lease that the Company shall be unconditionally and absolutely obligated to perform fully all of its obligations, agreements and covenants under this Lease (including the obligation to pay Basic Rent and Additional Rent) for the benefit of the

Owners and the City. The Company may, however, at its own cost and expense and in its own name or in the name of the City, prosecute or defend any action or proceeding or take any other action involving third Persons which the Company deems reasonably necessary in order to secure or protect its right of possession, occupancy and use hereunder, and in such event the City hereby agrees, at the Company's expense, to cooperate fully with the Company and to take all action necessary to effect the substitution of the Company for the City in any such action or proceeding if the Company shall so request.

Section 5.4. Prepayment of Basic Rent.

(a) The Company may at any time and from time to time prepay all or any part of the Basic Rent provided for hereunder (subject to the limitations of **Section 301(a)** of the Indenture relating to the partial redemption of the Bonds). During such times as the amount held by the Trustee in the Bond Fund shall be sufficient to pay, at the time required, the principal of and interest on all the Bonds then remaining unpaid, the Company shall not be obligated to make payments of Basic Rent under the provisions of this Lease.

(b) At its option, the Company may deliver to the Trustee for cancellation Bonds owned by the Company and not previously paid, and the Company shall receive a credit against amounts payable by the Company for the redemption of Bonds in an amount equal to the principal amount of the Bonds so tendered for cancellation, plus accrued interest thereon.

ARTICLE VI

MAINTENANCE, TAXES AND UTILITIES

Section 6.1. Maintenance and Repairs. Throughout the Lease Term the Company shall, at its own expense, keep the Project in reasonably safe operating condition and keep the Project in good repair, reasonable wear, tear, depreciation and obsolescence excepted, making from time to time all repairs thereto and renewals and replacements thereof it determines to be necessary. Without limiting the generality of the foregoing, the Company shall at all times remain in compliance with all provisions of the City's code relating to maintenance and appearance. The Company shall also comply with **Section 8.6**.

Section 6.2. Taxes, Assessments and Other Governmental Charges.

(a) Subject to subsection (b) of this Section, the Company shall promptly pay and discharge, as the same becomes due, all taxes and assessments, general and special, and other governmental charges of any kind whatsoever that may be lawfully taxed, charged, levied, assessed or imposed upon or against or be payable for or in respect of the Project, or any part thereof or interest therein (including the leasehold estate of the Company therein) or any buildings, improvements, machinery and equipment at any time installed at the Project Site by the Company, or the income therefrom, including any new taxes and assessments not of the kind enumerated above to the extent that the same are lawfully made, levied or assessed in lieu of or in addition to taxes or assessments now customarily levied against real or personal property, and further including all utility charges, assessments and other general governmental charges and impositions whatsoever, foreseen or unforeseen, which if not paid when due would impair the security of the Bonds or encumber the City's title to the Project; provided that with respect to any special assessments or other governmental charges that are lawfully levied and assessed which may be paid in installments, the Company shall be obligated to pay only such installments thereof as become due and payable during the Lease Term.

(b) The Company may, in its own name or in the City's name, contest the validity or amount of any tax, assessment or other governmental charge which the Company is required to bear, pay and discharge pursuant to the terms of this Article by appropriate legal proceedings instituted at least 10 days before the tax, assessment or other governmental charge complained of becomes delinquent if and provided (1) the Company, before instituting any such contest, gives the City written notice of its intention to do so, (2) the Company diligently prosecutes any such contest, at all times effectively stays or prevents any official or judicial sale therefor, under execution or otherwise, and (3) the Company promptly pays any final judgment enforcing the tax, assessment or other governmental charge so contested and thereafter promptly procures record release or satisfaction thereof. The City agrees to cooperate fully with the Company in connection with any and all administrative or judicial proceedings related to any tax, assessment or other governmental charge. The Company shall save and hold harmless the City from any costs and expenses the City may incur related to any of the above.

(c) Nothing in this Lease shall be construed to require the Company to make duplicate tax payments. The Company shall receive a credit against the PILOT Payments to be made by the Company under the Performance Agreement to the extent of any ad valorem taxes imposed with respect to the Project paid pursuant to this Section, except as otherwise provided in the Performance Agreement.

Section 6.3. Utilities. All utilities and utility services used by the Company in, on or about the Project shall be paid by the Company and shall be contracted by the Company in the Company's own name, and the Company shall, at its sole cost and expense, procure any and all permits, licenses or authorizations necessary in connection therewith.

Section 6.4. Property Tax Exemption. The City and the Company expect that while the Project is owned by the City and is subject to this Lease, the Project will be exempt from all ad valorem property taxes by reason of such ownership, and the City agrees that it will (at the expense of the Company) cooperate with the Company to defend such exemption against all parties. The City and the Company further acknowledge and agree that the City's obligations hereunder are contingent upon the Company making the payments and otherwise complying with the terms of the Performance Agreement during the term of this Lease. The terms and conditions of the Performance Agreement are incorporated herein as if fully set forth herein.

ARTICLE VII

INSURANCE

Section 7.1. Reserved.

Section 7.2. Casualty Insurance.

(a) The Company shall at its sole cost and expense obtain and maintain throughout the Lease Term a policy or policies of insurance (including, if appropriate, builder's risk insurance) to keep the Project constantly insured against loss or damage by fire, lightning and all other risks covered by the extended coverage insurance endorsement then in use in the State of Missouri in an amount equal to the Full Insurable Value thereof (subject to reasonable loss deductible provisions). The insurance required pursuant to this Section shall be maintained with a generally recognized responsible insurance company or companies authorized to do business in the State of Missouri or generally recognized international insurers or reinsurers with an A.M. Best rating of not less than "A-" or the equivalent thereof as may be selected by the Company. The Company shall deliver certificates of insurance for such policies to the

City and the Trustee on the date of execution of this Lease and promptly after renewal of each insurance policy. All such policies of insurance pursuant to this Section, and all renewals thereof, shall name the City and the Company as insureds, as their respective interests may appear, shall name the Trustee as loss payee and, to the extent such agreement is available from the insurer, shall contain an agreement by the insurer that, notwithstanding any right of cancellation reserved to such insurer, such policy or contract shall continue in force for at least 10 days after written notice of cancellation to the City, the Company, the Trustee and each other insured or loss payee named therein. The Trustee's sole duty with respect to the Company's compliance with the insurance requirements hereunder shall be to receive certificates of insurance pursuant to this Section and to hold the same solely as repository for the benefit of the Owners. The Trustee makes no representation as to, and shall have no responsibility for, the sufficiency or adequacy of the insurance.

(b) In the event of loss or damage to the Project, the Net Proceeds of casualty insurance carried pursuant to this Section shall be, subject to the rights of any Financing Party, and unless otherwise provided by law, (1) paid over to the Trustee and applied as provided in **Article IX**, or (2) applied as directed in writing by, or on behalf of, the Owners of 100% in principal amount of the Bonds Outstanding, subject to the rights of any Financing Party under any Financing Document.

Section 7.3. Public Liability Insurance.

(a) The Company shall at its sole cost and expense maintain or cause to be maintained at all times during the Lease Term commercial general liability insurance (including but not limited to coverage for operations, contingent liability, operations of subcontractors, completed operations and contractual liability), under which the City, the Company and the Trustee shall be named as additional insureds, properly protecting and indemnifying the City and the Trustee, in an amount not less than the limits of liability set by Section 537.610 of the Revised Statutes of Missouri (subject to reasonable loss deductible clauses not to exceed the amounts normally or generally carried by the Company). The policies of said insurance shall contain an agreement by the insurer that, notwithstanding any right of cancellation reserved to such insurer, such policy or contract shall continue in force for at least 10 days after written notice of cancellation to the Company, the City, the Trustee and each other insured or loss payee named therein. Certificates of such policies shall be furnished to the City and the Trustee on the date of execution of this Lease and promptly after renewal of each insurance policy. The Trustee's sole duty with respect to the Company's compliance with the insurance requirements hereunder shall be to receive certificates of insurance pursuant to this Section and to hold the same solely as repository for the benefit of the Owners. The Trustee makes no representation as to, and shall have no responsibility for, the sufficiency or adequacy of the insurance.

(b) In the event of a general liability occurrence, the Net Proceeds of liability insurance carried pursuant to this Section shall be applied toward the extinguishment or satisfaction of the liability with respect to which such proceeds have been paid.

Section 7.4. Blanket Insurance Policies. The Company may satisfy any of the insurance requirements set forth in this Article by using blanket policies of insurance, provided each and all of the requirements and specifications of this Article respecting insurance are complied with.

Section 7.5. Worker's Compensation. The Company agrees throughout the Lease Term to maintain or cause to be maintained the worker's compensation coverage required by the laws of the State of Missouri.

Section 7.6. Sovereign Immunity. Notwithstanding anything to the contrary contained herein, nothing in this Lease shall be construed to broaden the liability of the City beyond the provisions of Sections 537.600 to 537.610 of the Revised Statutes of Missouri or abolish or waive any defense at law that might otherwise be available to the City or its officers, agents and employees.

ARTICLE VIII

ALTERATION OF THE PROJECT

Section 8.1. Additions, Modifications and Improvements to the Project.

(a) The Company may make such additions, modifications and improvements in and to any part of the Project as the Company from time to time may deem necessary or desirable for its business purposes. All additions, modifications and improvements made by the Company pursuant to this Section shall (1) be made in a good and workmanlike manner and in strict compliance with all laws, orders and ordinances applicable thereto and (2) when commenced, be prosecuted to completion with due diligence. Any such additions, modifications and improvements shall be subject to ad valorem taxes, or if for any reason the New Madrid County Assessor determines that such additions, modifications and improvements are not subject to ad valorem taxes, the Company shall make payments in lieu of taxes in an amount equal to the taxes that would otherwise be due but for the City's ownership thereof, unless otherwise agreed to by the City.

(b) The Company shall, following the Completion Date, notify the City in writing of any improvements to the Project, other than the Project being financed with proceeds of the Bonds, that in the aggregate are reasonably expected to exceed \$1,000,000 during any calendar year. If such improvements constitute personal property, any such improvements shall remain the property of the Company, shall not become part of the Project, and shall be subject to ad valorem taxes.

Section 8.2. Removal of Project Equipment.

(a) The Company may, if no uncured Event of Default (as defined in **Section 12.1**) exists and is continuing, remove from the Project and sell, exchange, replace or otherwise dispose of, without responsibility or accountability to the City or the Trustee with respect thereto, any items of machinery and equipment, or parts thereof, which constitute a part of the Project Equipment and which have become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary or which, in the sound discretion of the Company, are otherwise no longer useful to the Company in its operations. Upon request by the Company, the City will execute and deliver a bill of sale that transfers full and complete title to the Company of the Project Equipment removed. Notwithstanding anything contained herein to the contrary, title to any portion of the Project Equipment removed as provided herein shall automatically vest in the Company without further instrument or action, and such vesting of title shall be self-operative effective upon removal. Any Project Equipment removed shall no longer be entitled to the tax exemption afforded by virtue of the City's ownership thereof.

(b) In all cases, the Company shall pay all of the costs and expenses of any such removal and shall immediately repair at its expense all damage to the Project caused thereby. The Company's right under this Section to remove machinery and equipment constituting a part of the Project Equipment is intended only to permit the Company to maintain an efficient operation by the removal of machinery and equipment that is no longer suitable for any of the reasons set forth in this Section, and such right is not to

be construed to permit a removal under any other circumstances and specifically is not to be construed to permit the Company to make a wholesale removal of the Project Equipment.

Section 8.3. Additional Improvements on the Project Site. Subject to **Section 8.1(b)** and **Section 8.6**, the Company may, at its sole cost and expense, construct on portions of the Project Site not theretofore occupied by buildings or improvements such additional buildings and improvements as the Company from time to time may deem necessary or desirable for its business purposes. All additional buildings and improvements constructed on the Project Site by the Company, and not paid for with Bond proceeds, pursuant to the authority of this Section shall not be included as Project Improvements and, during the life of this Lease, shall remain the property of the Company and may be added to, altered or razed and removed by the Company at any time. All additional buildings and improvements shall be made in a good and workmanlike manner and in strict compliance with all material laws, orders and ordinances applicable thereto and when commenced shall be prosecuted to completion with due diligence. The Company covenants and agrees (a) to make any repairs and restorations required to be made to the Project because of the construction of, addition to, alteration or removal of said additional buildings or improvements, and (b) to promptly and with due diligence either raze and remove or repair, replace or restore any of said additional buildings and improvements as may from time to time be damaged by fire or other casualty. The Company shall pay all ad valorem taxes and assessments payable with respect to such additional buildings and improvements which remain the property of the Company. If for any reason the New Madrid County Assessor determines that such additional buildings and improvements are not subject to ad valorem taxes, the Company shall make payments in lieu of taxes in an amount equal to the taxes that would otherwise be due under this Section.

Section 8.4. Permits and Authorizations. The Company shall not do or permit others under its control to do any work on the Project related to any repair, rebuilding, restoration, replacement, modification or addition to the Project, or any part thereof, unless all requisite municipal and other governmental permits and authorizations shall have been first procured. The City agrees to act promptly on all requests for such municipal permits and authorizations. The City shall cooperate with the Company to obtain, amend or maintain any existing or future municipal or other governmental permit or authorization for the Project which requires the City's signature, certification or consent as the owner of any part of the Project, including executing any required applications, certifications or reports. All such work shall be done in a good and workmanlike manner and in strict compliance with all applicable material building and zoning laws and governmental regulations and requirements, and in accordance with the requirements, rules and regulations of all insurers under the policies required to be carried under the provisions of **Article VII**.

Section 8.5. Liens on the Project.

(a) The Company will not directly or indirectly create, incur, assume or suffer to exist any lien on or with respect to the Project, except Permitted Encumbrances, and the Company shall promptly notify the City of the imposition of such lien of which the Company is aware and shall promptly, at its own expense, take such action as may be necessary to fully discharge or release any such lien. Whenever and as often as any lien is filed against the Project, or any part thereof, purporting to be for or on account of any labor done or materials or services furnished in connection with any work in or about the Project, the Company shall discharge the same of record. Notice is hereby given that the City shall not be liable for any labor, services or materials furnished to the Company or anyone claiming by, through or under the Company upon credit, and that no lien for any such labor, services or materials shall attach to or affect the reversionary or other estate of the City in and to the Project or any part thereof.

(b) Notwithstanding paragraph (a) above, and subject to the terms of any Financing Documents executed by the Company in favor and for the benefit of any Financing Party, the Company may contest any such lien if the Company (1) within 60 days after the Company becomes aware of any such lien notifies the City and the Trustee in writing of its intention so to do, (2) diligently prosecutes such contest, (3) at all times effectively stays or prevents any official or judicial sale of the Project, or any part thereof or interest therein, under execution or otherwise, (4) promptly pays or otherwise satisfies any final judgment adjudging or enforcing such contested lien claim and (5) thereafter promptly procures record release or satisfaction thereof. The Company may permit the lien so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Company is notified by the City that, in the opinion of counsel, by nonpayment of any such lien, the interest of the City in the Project will be subject to loss or forfeiture. In that event, the Company shall promptly, at its own expense, take such action as may be reasonably necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. The Company shall defend, save and hold harmless the City from any loss, costs or expenses the City may incur related to any such contest. The Company shall reimburse the City for any expense incurred by it in connection with the imposition of any such lien or the discharge or removal of any such mortgage, pledge, lien, charge, encumbrance or claim. The City shall cooperate fully with the Company in any such contest.

Section 8.6. Notice of Improvements Subject to Bonding Requirements. The Company shall notify the City in writing of any portion of the Project and, following the Completion Date, any subsequent repair, renovation, modification or improvement of the Project that is subject to Section 107.170 of the Revised Statutes of Missouri or any other law requiring payment or performance bonds for such work prior to beginning construction of the applicable portion of the Project or subsequent repair, renovation, modification or improvement. The failure to provide the written notification required by this Section will not be deemed to be a material breach of this Lease. However, the Company agrees and acknowledges that (a) the City and its governing body members, officers, agents and employees shall be fully indemnified by the Company, as provided in **Section 10.5**, against any claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, arising from the Company's failure to provide the written notice as required by this Section or to secure any payment or performance bonds required by Section 107.170 of the Revised Statutes of Missouri or other applicable law and (b) the Company's leasehold interest under this Lease may be subject to mechanic's or other similar liens, which the Company shall promptly resolve in accordance with **Section 8.5**.

ARTICLE IX

DAMAGE, DESTRUCTION AND CONDEMNATION

Section 9.1. Damage or Destruction.

(a) If the Project is damaged or destroyed by fire or any other casualty, whether or not covered by insurance, the Company, as promptly as practicable, shall either (1) make the determination described in subsection (f) below, or (2) repair, restore, replace or rebuild the same so that upon completion of such repairs, restoration, replacement or rebuilding the Project is of a value not less than the value thereof immediately before the occurrence of such damage or destruction or, at the Company's option, construct upon the Project Site new buildings and improvements thereafter together with all new machinery, equipment and fixtures that are either to be attached to or are to be used in connection with the operation or maintenance thereof, provided that (A) the value thereof shall not be less than the value of such destroyed or damaged Project Improvements and/or Project Equipment immediately before the occurrence of such damage or destruction and (B) the nature of such new buildings, improvements,

machinery, equipment and fixtures will not impair the character of the Project as a “project” permitted by the Act.

If the Company elects to construct any such new buildings and improvements, for all purposes of this Lease, any reference to the words “Project Improvements” shall be deemed to also include any such new buildings and improvements and all additions thereto and all replacements and alterations thereof.

Unless the Company makes the determination described in subsection (f) below, the Net Proceeds of casualty insurance required by **Article VII** received with respect to such damage or loss of the Project shall be used to pay the cost of repairing, restoring, replacing or rebuilding the Project or any part thereof. Insurance monies in an amount less than \$1,000,000 may be paid to or retained by the Company to be held in trust and used as provided herein. Insurance monies in any amount of \$1,000,000 or more shall be (i) paid to the Trustee and deposited in the Project Fund and disbursed as provided in **Section 4.4** to pay the cost of repairing, restoring, replacing or rebuilding the Project or any part thereof, or (ii) applied as directed in writing by, or on behalf of, the Owners of 100% in principal amount of the Bonds Outstanding, subject to the rights of any Financing Party. If the Company makes the determination described in subsection (f) below, the Net Proceeds shall be deposited with the Trustee and used to redeem Bonds as provided in subsection (f).

(b) If any of the insurance monies paid by the insurance company as hereinabove provided remain after the completion of such repairs, restoration, replacement or rebuilding, and this Lease has not been terminated, the excess shall be deposited in the Bond Fund, subject to the rights of any Financing Party, except as otherwise provided by law. Completion of such repairs, restoration, replacement or rebuilding shall be evidenced by a certificate of completion delivered by the Company to the City in accordance with the provisions of **Section 4.5**. If the Net Proceeds are insufficient to pay the entire cost of such repairs, restoration, replacement or rebuilding, the Company shall pay the deficiency.

(c) Except as otherwise provided in this Lease, in the event of any such damage by fire or any other casualty, the provisions of this Lease shall be unaffected and the Company shall remain and continue to be liable for the payment of all Basic Rent and Additional Rent and all other charges required hereunder to be paid by the Company, as though no damage by fire or any other casualty has occurred.

(d) The City and the Company agree that they will cooperate with each other, to such extent as such other party may reasonably require, in connection with the prosecution or defense of any action or proceeding arising out of, or for the collection of any insurance monies that may be due in the event of, any loss or damage, and that they will execute and deliver to such other parties such instruments as may be required to facilitate the recovery of any insurance monies.

(e) The Company agrees to give prompt written notice to the City, any Financing Party and the Trustee of all fires and other casualties occurring in, on, at or about the Project Site causing (in the Company’s opinion) damage of more than \$1,000,000.

(f) If the Company determines that repairing, restoring, replacing or rebuilding the Project is not practicable or desirable, or if the Company does not have the right under any Financing Document to use any Net Proceeds for repair or restoration of the Project, any Net Proceeds of casualty insurance required by **Article VII** received with respect to such damage or loss shall, after payment of all Additional Rent then due and payable, be paid into the Bond Fund and used to redeem Bonds on the earliest practicable redemption date or to pay the principal of any Bonds as the same becomes due, all subject to the rights of any Financing Party. The Company agrees to be reasonable in exercising its judgment pursuant to this subsection (f). Alternatively, if the Company is the sole owner of the Bonds

and it has determined that repairing, restoring, replacing or rebuilding the Project is not practicable or desirable, it may tender Bonds to the Trustee for cancellation in a principal amount equal to the Net Proceeds of the casualty insurance and retain such proceeds for its own account.

(g) The Company shall not, by reason of its inability to use all or any part of the Project during any period in which the Project is damaged or destroyed or is being repaired, restored, replaced or rebuilt, nor by reason of the payment of the costs of such repairing, restoring, replacing or rebuilding, be entitled to any reimbursement from the City, the Trustee or the Owners or to any abatement or diminution of the rentals payable by the Company under this Lease or of any other obligations of the Company under this Lease except as expressly provided in this Section.

(h) The rights of the City and the Trustee in and to any Net Proceeds are and will at all times be subject to the rights of any Financing Party.

(i) Nothing herein shall be deemed to authorize the Company to allow an unsafe, dangerous, unhealthy or injurious condition to exist on the Project Site or any portion thereof, in violation of any applicable laws, codes and ordinances due to a fire or other casualty.

Section 9.2. Condemnation.

(a) If during the Lease Term, title to, or the temporary use of, all or any part of the Project is condemned by or sold under threat of condemnation to any authority possessing the power of eminent domain, to such extent that the claim or loss resulting from such condemnation is greater than \$1,000,000, the Company shall, within 90 days after the date of entry of a final order in any eminent domain proceedings granting condemnation or the date of sale under threat of condemnation, notify the City, the Trustee and any Financing Party under any Financing Document (if any) in writing as to the nature and extent of such condemnation or loss of title and whether it is practicable and desirable to acquire or construct substitute improvements.

(b) If the Company determines that such substitution is practicable and desirable, the Company shall proceed promptly with and complete with reasonable dispatch the acquisition or construction of such substitute improvements, so as to place the Project in substantially the same condition as existed before the exercise of the power of eminent domain, including the acquisition or construction of other improvements suitable for the Company's operations at the Project (which improvements will be deemed a part of the Project and available for use and occupancy by the Company without the payment of any rent other than herein provided, to the same extent as if such other improvements were specifically described herein and demised hereby); provided, that such improvements will be acquired by the City subject to no liens, security interests or encumbrances before the lien and/or security interest afforded by the Indenture and this Lease other than Permitted Encumbrances. In such case, any Net Proceeds received from any award or awards with respect to the Project or any part thereof made in such condemnation or eminent domain proceedings, or of the sale proceeds, shall be applied in the same manner as provided in **Section 9.1** (with respect to the receipt of casualty insurance proceeds).

(c) If the Company determines that it is not practicable or desirable to acquire or construct substitute improvements, any Net Proceeds of condemnation awards received by the Company shall, after payment of all Additional Rent then due and payable, be paid into the Bond Fund and shall be used to redeem Bonds on the earliest practicable redemption date or to pay the principal of any Bonds as the same becomes due and payable, all subject to the rights of any Financing Party under the Financing Documents (if any).

(d) The Company shall not, by reason of its inability to use all or any part of the Project during any such period of acquisition or restoration nor by reason of the payment of the costs of such acquisition or restoration, be entitled to any reimbursement from the City, the Trustee or the Owners or to any abatement or diminution of the rentals payable by the Company under this Lease or of any other obligations hereunder except as expressly provided in this Section.

(e) The City shall cooperate fully with the Company in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project or any part thereof, and shall, to the extent it may lawfully do so, permit the Company to litigate in any such proceedings in the name and on behalf of the City. In no event will the City voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project or any part thereof without the prior written consent of the Company or any Financing Party.

Section 9.3. Bondowner Approval. Notwithstanding anything to the contrary contained in this **Article IX**, the proceeds of any insurance received subsequent to a casualty or of any condemnation proceedings (or threats thereof) may before the application thereof by the City or the Trustee be applied as directed in writing by the Owners or pledgees of 100% of the principal amount of Bonds Outstanding, subject and subordinate to (a) the rights of the City and the Trustee to be paid all their expenses (including attorneys' fees, trustee's fees and any extraordinary expenses of the City and the Trustee) incurred in the collection of such gross proceeds and (b) the rights of the City to any amounts then due and payable under the Performance Agreement. For purposes of this paragraph, the Financing Parties, if any, shall be deemed a pledgee of the Bonds.

ARTICLE X

SPECIAL COVENANTS

Section 10.1. No Warranty of Condition or Suitability by the City; Exculpation and Indemnification. The City makes no warranty, either express or implied, as to the condition of the Project or that it will be suitable for the Company's purposes or needs. The Company releases the City and the Trustee from, agrees that the City and the Trustee shall not be liable for and agrees to hold the City and the Trustee harmless against, any loss or damage to property or any injury to or death of any Person that may be occasioned by any cause whatsoever pertaining to the Project or the Company's use thereof, unless such loss is the result of the City's or the Trustee's (or their respective employees, consultants and agents') negligence or willful misconduct. This provision shall survive termination of this Lease.

Section 10.2. Surrender of Possession. Upon accrual of the City's right of re-entry to the extent provided in **Section 12.2(a)(2)**, the Company shall peacefully surrender possession of the Project to the City in good condition and repair; provided, however, the Company may within 90 days (or such later date as the City may agree to) after the termination of this Lease remove from the Project Site any buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Company and not constituting part of the Project. All repairs to and restorations of the Project required to be made because of such removal shall be made by and at the sole cost and expense of the Company, and during said 90-day (or extended) period the Company shall bear the sole responsibility for and bear the sole risk of loss of said buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Company and not constituting part of the Project. All buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Company and which are not so removed from the Project Site

before the expiration of said period shall be the separate and absolute property of the City. Notwithstanding the foregoing, if the Company has paid all obligations due and owing under the Indenture (or such obligations have been canceled), this Lease and the Performance Agreement, the City shall convey the Project in accordance with **Section 11.2**.

Section 10.3. Right of Access to the Project. The City may conduct such periodic inspections of the Project as may be generally provided in the City's municipal code. In addition, the Company agrees that the City and the Trustee and their duly authorized agents may, at reasonable times during normal business hours and, except in the event of emergencies, upon not less than two Business Days' prior notice, subject to the Company's usual business, proprietary, safety, confidentiality and security requirements, enter upon the Project Site (a) to examine and inspect the Project without interference or prejudice to the Company's operations, (b) to monitor the acquisition, construction and installation provided for in **Section 4.2** as may be reasonably necessary, (c) to examine all files, records, books and other materials in the Company's possession pertaining to the acquisition, construction, installation or maintenance of the Project, or (d) upon either (1) the occurrence and continuance of an Event of Default or (2) the Company's failure to purchase the Project at the end of the Lease Term, to exhibit the Project to prospective purchasers, lessees or trustees.

Section 10.4. Granting of Easements; Financing Arrangements.

(a) Subject to **Sections 10.4(b)** and **(c)**, if no Event of Default under this Lease has happened and is continuing, the City agrees that it will execute and deliver and will cause and direct the Trustee in writing to execute and deliver any instrument necessary or appropriate to confirm and grant, release or terminate any sublease, easement, license, right-of-way or other right or privilege or any such agreement or other arrangement, upon receipt by the City and the Trustee of: (1) a copy of the instrument of grant, release or termination or of the agreement or other arrangement, (2) a written application signed by an Authorized Company Representative requesting such instrument, and (3) a certificate executed by an Authorized Company Representative stating that such grant or release is not detrimental to the proper conduct of the business of the Company, will not impair the effective use or interfere with the efficient and economical operation of the Project, will not materially adversely affect the security intended to be given by or under the Indenture and will be a Permitted Encumbrance, and that the Company will defend, indemnify and save and hold harmless the City from and against all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, arising from the execution and delivery of any instrument, agreement or other arrangement pursuant to this Section. If no Event of Default has happened and is continuing beyond any applicable grace period, any payments or other consideration received by the Company for any such grant or with respect to or under any such agreement or other arrangement shall be and remain the property of the Company; but, subject to **Sections 10.4(b)** and **(c)**, upon (A) termination of this Lease for any reason other than the redemption of the Bonds and/or the purchase of the Project by the Company or (B) the occurrence and continuance of an Event of Default by the Company, all rights then existing of the Company with respect to or under such grant, agreement or other arrangement shall inure to the benefit of and be exercisable by the City and the Trustee.

(b) The City acknowledges and agrees that the Company may further finance and refinance its rights and interests in the Project, this Lease and the leasehold estate created hereby and, in connection therewith, the Company may execute Financing Documents with one or more Financing Parties. Notwithstanding anything contained to the contrary in this Lease, the Company may, at any time and from time to time, with prior notice to but without the consent of the City, (1) execute one or more Financing Documents upon the terms contained in this **Section 10.4** and (2) sublease or assign this Lease, the leasehold estate or any sublease and rights in connection therewith, and/or grant liens or security

interests therein, to any Financing Party. Any further sublease or assignment by any Financing Party shall be subject to the provisions of **Section 13.1(c)**.

(c) Upon notice by the Company to the City in writing that the Company has executed one or more Financing Documents under which it has granted rights in this Lease to a Financing Party, which includes the name and address of such Financing Party, then the following provisions shall apply in respect of each such Financing Party and any Financing Party existing as of the date of the execution and delivery hereof:

(1) there shall be no merger of this Lease or of the leasehold estate created hereby with fee title to the Project, notwithstanding that this Lease or said leasehold estate and said fee title shall be owned by the same Person or Persons, without the prior written consent of each such Financing Party;

(2) the City shall serve upon each such Financing Party (at the address, if any, provided to the City) a copy of each notice of the occurrence of an Event of Default and each notice of termination given to the Company under this Lease, at the same time as such notice is served upon the Company. No such notice to the Company shall be effective unless a copy thereof is thus served upon each Financing Party;

(3) each such Financing Party shall have the same period of time which the Company has, after the service of any required notice upon it, within which to remedy or cause to be remedied any payment default under this Lease which is the basis of the notice plus 30 days, and the City shall accept performance by any Financing Party as timely performance by the Company;

(4) the City may exercise any of its rights or remedies with respect to any other Event of Default by the Company, subject to the rights of the Financing Parties under this **Section 10.4(c)** as to such other Events of Default;

(5) upon the occurrence and continuance of an Event of Default by the Company under this Lease, other than a default in the payment of money, the City shall take no action to effect a termination of this Lease by service of a notice or otherwise, without first giving notice thereof to each such Financing Party and permitting each such Financing Party (or its designee, nominee, assignee or transferee) a reasonable time within which to remedy such default in the case of an Event of Default which is susceptible of being cured (provided that the period to remedy such Event of Default shall continue beyond any period set forth in this Lease to effect said cure so long as the Financing Party (or its designee, nominee, assignee or transferee) is diligently prosecuting such cure); provided that the Financing Party (or its designee, nominee, assignee or transferee) shall pay or cause to be paid to the City and the Trustee all expenses, including reasonable counsel fees, court costs and disbursements incurred by the City or the Trustee in connection with any such default;

(6) the Financing Parties (and their designees, nominees, assignees or transferees) may enter, possess and use the Project at such reasonable times and manner as are necessary or desirable to effectuate the remedies and enforce their respective rights under the Financing Documents;

(7) this Lease may not be modified, amended, canceled or surrendered by agreement between the City and the Company, without prior written consent of each such Financing Party; and

(8) any Financing Party may, upon an event of default under any of the Financing Documents, on behalf of the Company and without the consent of the Company, but only having first caused the redemption of the Bonds, exercise the right to purchase the Project pursuant to **Section 11.1**, upon compliance with the provisions of that Section. The Company agrees that the City will have no liability for taking direction from any Financing Party in connection with a conveyance of the Project back to the Company pursuant to **Article XI**.

(d) In connection with the execution of one or more Financing Documents and upon the request of the Company, the City agrees to execute such documents as shall be reasonably requested by a Financing Party and which are usual and customary in connection with the closing of the financing or refinancing pursuant to the Financing Documents, including, without limitation, subordination of the City's fee interest in the Project to any deed of trust. Moreover, to facilitate the recordation of a deed of trust, the City agrees to transfer its fee interest in the Project to the Company, if the Company re-conveys the Project back to the City immediately following the recordation of such documents via a special warranty deed in a form reasonably acceptable to the City Attorney. This Lease, the Indenture or any related document shall not merge into any such deed or otherwise be affected by any such transfer. The Company agrees to reimburse the City for any and all costs and expenses incurred by the City pursuant to this Section, including reasonable attorneys' fees and expenses, in complying with such request.

(e) The Company's obligations under any mortgage or Financing Document relating to the Project entered into after the date of execution of this Lease, except for any construction loans or other Financing Documents related to the Project that the Company now or hereafter has in place with any Financing Party, shall be subordinate to the Company's obligations under this Lease.

Section 10.5. Indemnification of City and Trustee. The Company shall defend, indemnify and save and hold harmless the City and the Trustee and their governing body members, officers, agents and employees from and against all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, by or on behalf of any Person, firm or corporation arising from the issuance of the Bonds and the execution of the Performance Agreement, this Lease (or any instrument requested by the Company pursuant to **Section 10.4**) or the Indenture and from the conduct or management of, or from any work or thing done in or on the Project during the Lease Term, and against and from all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, arising during the Lease Term from (a) any condition of the Project, (b) any breach or default on the part of the Company in the performance of any of its obligations under the Performance Agreement, this Lease, or any related document, (c) any contract entered into in connection with the acquisition, purchase, construction, equipping, extension, installation or improvement of the Project, (d) any act of negligence of the Company or of any of its agents, contractors, servants, employees or licensees, (e) unless the Company has been released from liability pursuant to **Section 13.1(c)**, any act of negligence of any assignee or sublessee of the Company, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of the Company, (f) obtaining any applicable state and local sales and use tax exemptions for materials or goods that become part of the Project, and (g) any violation of Section 107.170 of the Revised Statutes of Missouri; provided, however, the indemnification contained in this **Section 10.5** shall not extend to the City or the Trustee to the extent that such claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, are the result of malfeasance in office or willful or wanton neglect of duty by the City or any of its officers and employees, whether elective or appointive, or the Trustee. Upon written notice from the City or the Trustee of any such claim or demand, the Company shall defend them or either of them in any such action or proceeding; provided, that the City shall cooperate with the Company and provide reasonable assistance in such defense. All costs related to the defense of the City or the Trustee

shall be paid by the Company. This **Section 10.5** shall survive any termination of the Performance Agreement and this Lease or the satisfaction and discharge of the Indenture.

Section 10.6. Depreciation and Other Tax Benefits. The City and the Company hereby acknowledge and agree that:

- (a) this Lease is intended to be and shall be treated as a “financing lease” for federal income tax purposes;
- (b) solely for federal income tax purposes, the Company shall be treated as the owner of the Project and, as such, shall be entitled to claim all depreciation and amortization deductions and other tax benefits attributable to the ownership of the Project;
- (c) each party shall report and file all federal income tax returns consistent with the intended tax treatment; and
- (d) the City will fully cooperate with the Company in any effort by the Company to avail itself of any such depreciation, amortization deductions and other tax benefits.

Section 10.7. Company to Maintain its Existence. The Company agrees that until the Bonds are paid or payment is provided for in accordance with the terms of the Indenture, it will maintain its existence, and will not dissolve or otherwise dispose of all or substantially all of its assets; provided, however, that the Company may, without violating the agreement contained in this Section, consolidate with or merge into another Person or permit one or more other Persons to consolidate with or merge into it, or may sell or otherwise transfer to another Person all or substantially all of its assets as an entirety and thereafter dissolve or convert into a different type of legal entity, if the surviving, resulting or transferee Person (a) expressly assumes in writing all of the obligations of the Company contained in this Lease and (1) has a long-term debt rating or is controlled by or under common control with an entity with a long-term debt rating in any of the top three long-term debt rating categories of a nationally-recognized rating service or (2) is controlled by, under common control with or controls the Company, or (b) is otherwise approved by the City Council. This Section does not limit the Company’s transfer rights under **Section 13.1**.

Section 10.8. Security Interests. The City and the Company hereby authorize the Trustee to file all appropriate financing and continuation statements as may be required under the Uniform Commercial Code in order to fully preserve and protect the security of the Owners and the rights of the Trustee under the Indenture. Upon the written instructions of the Owners or pledgees of 100% of the Bonds then-Outstanding, the Trustee shall file all instruments the Owners deem necessary to be filed and shall continue or cause to be continued such instruments for so long as the Bonds are Outstanding. The City and the Company shall cooperate with the Trustee in this regard by providing such information as the Trustee may require to file or renew such statements. The Trustee shall maintain a file showing a description of all Project Equipment, said file to be compiled from information furnished to the Trustee pursuant to **Section 4.2(c)** and **Section 8.2**.

Section 10.9. Environmental Matters, Warranties, Covenants and Indemnities Regarding Environmental Matters.

- (a) As used in this Section, the following terms have the following meanings:

“Environmental Laws” means any now-existing or hereafter enacted or promulgated federal, state, local or other law, statute, ordinance, order, rule, regulation or court order pertaining to (1) environmental protection, regulation, contamination or clean-up, (2) toxic waste, (3) underground storage tanks, (4) asbestos or asbestos-containing materials, or (5) the handling, treatment, storage, use or disposal of Hazardous Substances, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act and the Resource Conservation and Recovery Act, all as amended from time to time.

“Hazardous Substances” means all (1) “hazardous substances” (as defined in 42 U.S.C. §9601(14)), (2) “chemicals” subject to regulation under Title III of the Superfund Amendments and Reauthorization Act of 1986, as amended from time to time, (3) natural gas liquids, liquefied natural gas or synthetic gas, (4) any petroleum, petroleum-based products or crude oil, or (5) any other hazardous or toxic substances, wastes or materials, pollutants, contaminants or any other substances or materials which are included under or regulated by any Environmental Law.

(b) The Company warrants and represents to the City and the Trustee that, during the term of this Lease, it will not introduce any conditions on the Project Site that violate any applicable Environmental Laws.

(c) The Company will provide the City and the Trustee with copies of any notifications of releases of Hazardous Substances or of any environmental hazards or potential hazards in violation of Environmental Laws which are given by or on behalf of the Company to any federal, state or local or other agencies or authorities or which are received by the Company from any federal, state or local or other agencies or authorities with respect to the Project Site. Such copies shall be sent to the City and the Trustee concurrently with their being mailed or delivered to the governmental agencies or authorities or within 10 days after they are made or received by the Company. The Company will provide to the City for review only, any environmental assessments (“Assessments”) and reports regarding the correction or remediation of material environmental issues required by Environmental Laws to be addressed in the Assessments (“Reports”) concerning the Project; upon completion of the City’s review of the Assessments and Reports, the City shall immediately return to the Company all originals and copies of the Assessments and Reports.

(d) The Company will provide the City and the Trustee with copies of all emergency and hazardous chemical inventory forms (hereinafter “Environmental Notices”) concerning Hazardous Substances on the Project Site it sends to any federal, state or local governmental authority or agency as required pursuant to the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C.A. §11001 *et seq.*, or any other applicable Environmental Laws. Such copies of Environmental Notices shall be sent to the City and the Trustee concurrently with their being mailed to any such governmental authority or agency.

(e) The Company will comply with and operate and at all times use, keep and maintain the Project and every part thereof (whether or not such property constitutes a facility, as defined in 42 U.S.C. § 9601 *et seq.*) in conformance with all applicable Environmental Laws. Without limiting the generality of the foregoing, the Company will not use, generate, treat, store, dispose of or otherwise introduce any Hazardous Substance into or on the Project or any part thereof nor cause, suffer, allow or permit anyone else to do so except in compliance with all applicable Environmental Laws.

(f) The Company agrees to defend, indemnify, protect and hold harmless the City and the Trustee and their directors, officers, shareholders, officials or employees from and against any and all claims, demands, costs, liabilities, damages or expenses, including reasonable attorneys’ fees, arising from (1) any release (as defined in 42 U.S.C. § 9601 (22)), actual or alleged, of any Hazardous

Substances, upon the Project Site or respecting any products or materials now or hereafter located upon the Project Site, regardless of whether such release or alleged release has occurred before the date hereof or hereafter occurs and regardless of whether such release or alleged release occurs as a result of any act, omission, negligence or misconduct of the Company or any third party or otherwise, (2) (A) any violation now existing or hereafter arising (actual or alleged) of, or any other liability under or in connection with, any applicable Environmental Laws relating to or affecting the Project, or (B) any violation now existing or hereafter arising of, or any other liability under or in connection with, any applicable Environmental Laws relating to any products or materials previously, now or hereafter located upon the Project Site, regardless of whether such violation or alleged violation or other liability is asserted or has occurred or arisen before the date hereof or hereafter is asserted or occurs or arises and regardless of whether such violation or alleged violation or other liability occurs or arises, as the result of any act, omission, negligence or misconduct of the Company or any third party or otherwise, (3) any assertion by any third party of any claims or demands for any loss or injury arising out of, relating to or in connection with any Hazardous Substances on or allegedly on the Project Site, or (4) any material breach, falsity or failure of any of the representations, warranties, covenants and agreements contained in this Section. The City shall cooperate with the Company in the defense of any matters included within the foregoing indemnity without any obligation to expend money. This subsection **10.9(f)** shall survive any termination of this Lease.

ARTICLE XI

OPTION AND OBLIGATION TO PURCHASE THE PROJECT

Section 11.1. Option to Purchase the Project. The Company shall have, and is hereby granted, the option to purchase all or any portion of the Project at any time, upon payment in full or redemption of the Outstanding Bonds to be redeemed or provision for their payment or redemption having been made pursuant to **Article XIII** of the Indenture. To exercise such option, the Company shall (a) give written notice to the City and to the Trustee, and shall specify therein the date of closing of such purchase, which date shall be not less than 15 nor more than 90 days from the date such notice is mailed, (b) provide evidence of payment of all real property and personal property taxes with respect to the Project, and (c) in case of a redemption of the Bonds in accordance with the provisions of the Indenture, the Company shall make arrangements satisfactory to the Trustee for the giving of the required notice of redemption. Notwithstanding the foregoing, if the City or the Trustee provides notice of its intent to exercise its remedies hereunder upon an Event of Default (a "Remedies Notice"), the Company shall be deemed to have exercised its purchase option under this Section on the 29th day following the issuance of the Remedies Notice without any further action by the Company; provided said Remedies Notice has not been rescinded by such date (such option to take place on the 29th day following the issuance of the Remedies Notice). The Company may rescind such exercise by providing written notice to the City and the Trustee on or before the 29th day and by taking such action as may be required to cure the default that led to the giving of the Remedies Notice. The purchase price payable by the Company in the event of its exercise of the option granted in this Section shall be the sum of the following:

- (1) an amount of money which, when added to the amount then on deposit in the Bond Fund, will be sufficient to redeem all or a portion of the then-Outstanding Bonds on the earliest redemption date next succeeding the closing date, including, without limitation, principal and interest to accrue to said redemption date and redemption expense; plus

(2) an amount of money equal to the Trustee's and the Paying Agent's agreed to and reasonable fees, charges and expenses under the Indenture accrued and to accrue until such redemption of the Bonds; plus

(3) an amount of money equal to the City's reasonable charges and expenses incurred in connection with the Company exercising its option to purchase all or a portion of the Project (the City hereby agreeing to provide the Company with prior written notice if such charges and expenses are expected to exceed \$2,500); plus

(4) an amount of money equal to all payments due and payable pursuant to the Performance Agreement through the end of the calendar year in which the date of purchase occurs; plus

(5) the sum of \$10.00.

Section 11.2. Conveyance of the Project. At the closing of the purchase of the Project pursuant to this Article, the City will upon receipt of the purchase price deliver to the Company the following:

(a) a release from the Trustee of the Project from the lien and/or security interest of the Indenture and this Lease and appropriate termination of financing statements as required under the Uniform Commercial Code; and

(b) documents, including without limitation a special warranty deed as to the Project Site and a bill of sale as to the Project Equipment, conveying to the Company legal title to the Project, as it then exists, in recordable form, subject to the following: (1) those liens and encumbrances, if any, to which title to the Project was subject when conveyed to the City; (2) those liens and encumbrances created by the Company or to the creation or suffering of which the Company consented; (3) those liens and encumbrances resulting from the failure of the Company to perform or observe any of the agreements on its part contained in this Lease; (4) Permitted Encumbrances other than the Indenture and this Lease; and (5) if the Project or any part thereof is being condemned, the rights and title of any condemning authority.

Section 11.3. Relative Position of Option and Indenture. The option to purchase the Project granted to the Company in this Article shall be and remain prior and superior to the Indenture and may be exercised whether or not the Company is in default under this Lease, provided that such option will not result in nonfulfillment of any condition to the exercise of any such option (including the payment of all amounts specified in **Section 11.1**) and further provided that the option herein granted shall terminate upon the termination of this Lease.

Section 11.4. Obligation to Purchase the Project. The Company hereby agrees to purchase, and the City hereby agrees to sell, the Project upon the occurrence of (a) the expiration of the Lease Term following full payment of the Bonds or provision for payment thereof having been made in accordance with the provisions of the Indenture, (b) payment of the sum of the items set forth in **Sections 11.1(1)-(5)**, (c) payment of all real property and personal property taxes with respect to the Project, and (d) the final payment due under the Performance Agreement. The amount of the purchase price under this Section shall be an amount sufficient to redeem all of the then-Outstanding Bonds, plus all payments due and payable pursuant to the Performance Agreement through the end of the calendar year in which the date of purchase occurs, plus accrued interest and the reasonable fees and expenses of the City and the Trustee.

Section 11.5. Right of Set-Off. At its option, to be exercised at least five days before the date of closing of such purchase, the Company may deliver to the Trustee for cancellation Bonds not previously paid, and the Company shall receive a credit against the purchase price payable by the Company in an amount equal to 100% of the principal amount of the Bonds so delivered for cancellation, plus the accrued interest thereon. The Company may set-off any payment obligation under this Article by tendering a corresponding amount of the Bonds to the Trustee for cancellation.

ARTICLE XII

DEFAULTS AND REMEDIES

Section 12.1. 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” under this Lease:

- (a) default in the due and punctual payment of Basic Rent or Additional Rent within 10 days after written notice thereof from the City to the Company and any Financing Party; or
- (b) default in the due observance or performance of any other covenant, agreement, obligation or provision of this Lease on the Company’s part to be observed or performed, and such default continues for 60 days after the City or the Trustee has given the Company and any Financing Party written notice specifying such default (or such longer period as is reasonably required to cure such default, provided that (1) the Company or any Financing Party, as applicable, has commenced such cure within said 60-day period, and (2) the Company or any Financing Party, as applicable, diligently prosecutes such cure to completion); or
- (c) the Company: (1) admits in writing its inability to pay its debts as they become due; or (2) files a petition in bankruptcy or for reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the United States Bankruptcy Code, as now or in the future amended, or any other similar present or future federal or state statute or regulation, or files a pleading asking for such relief; or (3) makes an assignment for the benefit of creditors; or (4) consents to the appointment of a trustee, receiver or liquidator for all or a substantial portion of its property or fails to have the appointment of any trustee, receiver or liquidator made without the Company’s consent or acquiescence, vacated or set aside; or (5) is finally adjudicated as bankrupt or insolvent under any federal or state law; or (6) is subject to any proceeding, or suffers the entry of a final and non-appealable court order, under any federal or state law appointing a trustee, receiver or liquidator for all or a substantial portion of its property or ordering the winding-up or liquidation of its affairs, or approving a petition filed against it under the United States Bankruptcy Code, as now or in the future amended, which order or proceeding, if not consented to by it, is not dismissed, vacated, denied, set aside or stayed within

90 days after the day of entry or commencement; or (7) suffers a writ or warrant of attachment or any similar process to be issued by any court against all or any substantial portion of its property, and such writ or warrant of attachment or any similar process is not contested, stayed or released within 60 days after the final entry or levy or after any contest is finally adjudicated or any stay is vacated or set aside; or

(d) an Event of Default under the Performance Agreement, as defined in **Section 6.1** thereof.

The Trustee shall give each Financing Party notice of the occurrence of any Event of Default of which the Trustee has notice pursuant to the terms of the Indenture. Any Financing Party may, at its election, but shall have no obligation to, cure such Event of Default.

Section 12.2. Remedies on Default.

(a) If any Event of Default referred to in **Section 12.1** has occurred and continues beyond the period provided to cure, then the City may at the City's election (subject, however, to any restrictions against acceleration of the maturity of the Bonds or termination of this Lease in the Indenture), then or at any time thereafter, and while such default continues, take any one or more of the following actions, in addition to the remedies provided in **Section 12.5**:

(1) cause all amounts payable with respect to the Bonds for the remainder of the term of this Lease to become due and payable, as provided in the Indenture; or

(2) give the Company written notice of intention to terminate this Lease on a date specified therein, which date shall not be earlier than 60 days after such notice is given, and if all defaults have not then been cured, on the date so specified, the Owners shall tender or be deemed to have tendered the Outstanding principal amount of the Bonds for cancellation with instruction that such tender is in lieu of payment in accordance with **Section 11.5**, the Company's rights to possession of the Project shall cease and this Lease shall thereupon be terminated, and the City may re-enter and take possession of the Project; provided, however, if the Company has paid all obligations due and owing under the Indenture, this Lease, and the Performance Agreement, the City shall convey the Project in accordance with **Section 11.2**. The Company's rights to cause the conveyance of the Project in accordance with **Section 11.2** shall survive the expiration or termination of this Lease.

(b) If the City defaults on any of its obligations under this Lease, the Company's sole remedy for such default shall be to sue for specific performance of this Lease.

Section 12.3. Survival of Obligations. The Company covenants and agrees with the City and the Owners that its obligations under this Lease shall survive the cancellation and termination of this Lease, for any cause, and that the Company shall continue to pay the Basic Rent and Additional Rent (to the extent the Bonds remain Outstanding) and perform all other obligations provided for in this Lease, all at the time or times provided in this Lease; provided, however, that upon (a) the payment of all Basic Rent and Additional Rent required under **Article V**, (b) the satisfaction and discharge of the Indenture under **Section 1301** thereof, and (c) the Company's exercise of the purchase option contained in **Section 11.01**, the Company's obligations under this Lease shall thereupon cease and terminate in full, except that the indemnification contained in **Article X** and the obligations with respect to compensation of the City and the Trustee shall not so terminate.

Section 12.4. Performance of the Company's Obligations by the City. Upon an Event of Default, the City, or the Trustee in the City's name, may (but shall not be obligated so to do) upon the continuance of such failure on the Company's part for 60 days after written notice of such failure is given to the Company by the City or the Trustee, and without waiving or releasing the Company from any obligation hereunder, as an additional but not exclusive remedy, make any such payment or perform any such obligation, and all reasonable sums so paid by the City or the Trustee and all necessary incidental reasonable costs and expenses incurred by the City or the Trustee (including, without limitation, attorneys' fees and expenses) in performing such obligation shall be deemed Additional Rent and shall be paid to the City or the Trustee on demand, and if not so paid by the Company, the City or the Trustee shall have the same rights and remedies provided for in **Section 12.2** in the case of default by the Company in the payment of Basic Rent.

Section 12.5. Rights and Remedies Cumulative. The rights and remedies reserved by the City and the Company hereunder are in addition to those otherwise provided by law and shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The City and the Company shall each be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Lease, notwithstanding the availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity. Notwithstanding anything in this **Section 12.5** or elsewhere in this Lease to the contrary, however, the Company's option to purchase the property as provided in **Article XI** above shall not be terminated upon an Event of Default unless and until this Lease is terminated to the extent permitted pursuant to **Section 12.2(a)(2)** above. The parties agree that no provision of this Lease shall be construed to allow the City to require the Company to acquire, construct or install the Project or to retain or create jobs.

Section 12.6. Waiver of Breach. No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach of any covenant, agreement or undertaking by the Company, the City may nevertheless accept from the Company any payment or payments hereunder without in any way waiving the City's right to exercise any of its rights and remedies provided for herein with respect to any such default or defaults of the Company which were in existence at the time such payment or payments were accepted by the City.

Section 12.7. Trustee's Exercise of the City's Remedies. Whenever any Event of Default has occurred and is continuing, the Trustee may, but except as otherwise provided in the Indenture shall not be obliged to, exercise any or all of the rights of the City under this Article, upon notice as required of the City unless the City has already given the required notice. In addition, the Trustee shall have available to it all of the remedies prescribed by the Indenture.

ARTICLE XIII

ASSIGNMENT AND SUBLEASE

Section 13.1. Assignment; Sublease.

(a) The Company may sublease, assign, transfer, encumber or dispose of this Lease or any interest herein or part hereof for any lawful purpose under the Act upon providing written notice to the City. Except as otherwise provided in this Section, the Company must obtain the City's prior written

consent to any such disposition, unless such disposition is (1) to an entity controlled by or under common control with or controlling the Company or (2) an assignment to any Financing Party.

(b) With respect to any assignment, the Company shall comply with the following conditions:

- (1) the Company shall notify the City and the Trustee of the assignment in writing;
- (2) such assignment shall be duly executed and acknowledged by the assignor and in proper form for recording;
- (3) such assignment shall include the entire then unexpired term of this Lease; and
- (4) a duplicate original of such assignment shall be delivered to the City and the Trustee within 10 days after the execution thereof, together with an assumption agreement, duly executed and acknowledged by the assignee and in proper form for recording, by which the assignee shall assume all of the terms, covenants and conditions of this Lease on the part of the Company to be performed and observed.

(c) Any assignee of all the rights of the Company shall agree to be bound by the terms of this Lease, the Performance Agreement and any other documents related to the issuance of the Bonds. Upon such assignment of all the rights of the Company and agreement by the assignee to be bound by the terms of this Lease, the Performance Agreement and any other documents related to the issuance of the Bonds, the Company shall be released from and have no further obligations under this Lease, the Performance Agreement or any other documents related to the issuance of the Bonds.

Section 13.2. Assignment of Revenues by City. The City shall assign and pledge any rents, revenues and receipts receivable under this Lease to the Trustee pursuant to the Indenture as security for payment of the principal of, interest and premium, if any, on the Bonds, and the Company hereby consents to such pledge and assignment.

Section 13.3. Prohibition Against Fee Mortgage of Project. The City shall not mortgage its fee interest in the Project but may assign its interest in and pledge any moneys receivable under this Lease to the Trustee pursuant to the Indenture as security for payment of the principal of and interest on the Bonds.

Section 13.4. Restrictions on Sale or Encumbrance of Project by City. During the Lease Term, the City agrees that, except to secure the Bonds to be issued pursuant to the Indenture and except to enforce its rights under **Section 12.2(a)**, it will not sell, assign, encumber, mortgage, transfer or convey the Project or any interest therein.

ARTICLE XIV

AMENDMENTS, CHANGES AND MODIFICATIONS

Section 14.1. Amendments, Changes and Modifications. Except as otherwise provided in this Lease or in the Indenture, subsequent to the issuance of the Bonds and before the payment in full of the Bonds (or provision for the payment thereof having been made in accordance with the provisions of the Indenture), this Lease may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the Trustee, given in accordance with the provisions of the Indenture,

which consent, however, shall not be unreasonably withheld, and the written consent of all of the Owners and any Financing Party.

ARTICLE XV

MISCELLANEOUS PROVISIONS

Section 15.1. Notices. All notices, certificates or other communications required or desired to be given hereunder shall be in writing and shall be deemed duly given when (a) mailed by registered or certified mail, postage prepaid, or (b) sent by overnight delivery or other delivery service which requires written acknowledgment of receipt by the addressee, addressed as follows:

(1) To the City:

City of Sikeston, Missouri
105 East Center Street
Sikeston, Missouri 63801
ATTN: City Manager

with a copy to:

Gilmore & Bell, P.C.
211 North Broadway, Suite 2000
St. Louis, Missouri 63102
ATTN: Mark D. Grimm, Esq.

(2) To the Trustee:

Security Bank of Kansas City
701 Minnesota Avenue, Suite 206
Kansas City, Kansas 66101
ATTN: Corporate Trust Department

(3) To the Company:

Carlisle Construction Materials, LLC
1285 Ritner Highway
Carlisle, Pennsylvania 17013
ATTN: John Wacławski

with a copy to:

Polsinelli PC
900 West 48th Place, Suite 900
Kansas City, Missouri 64112
ATTN: Marcus G. Abbott, Esq.

All notices given by certified or registered mail as aforesaid shall be deemed fully given as of the date they are so mailed, provided, however, that notice to the Trustee shall be effective only upon receipt.

A duplicate copy of each notice, certificate or other communication given hereunder by either the City or the Company to the other shall also be given to the Trustee. The City, the Company and the Trustee may from time to time designate, by notice given hereunder to the others of such parties, such other addresses to which subsequent notices, certificates or other communications shall be sent.

Section 15.2. City Shall Not Unreasonably Withhold Consents and Approvals. Wherever in this Lease it is provided that the City shall, may or must give its approval or consent, or execute supplemental agreements or schedules, the City shall not unreasonably, arbitrarily or unnecessarily withhold or refuse to give such approvals or consents or refuse to execute such supplemental agreements or schedules; provided, however, that nothing in this Lease shall be interpreted to affect the City's rights to approve or deny any additional project or matter unrelated to the Project subject to zoning, building permit or other regulatory approvals by the City.

Section 15.3. Net Lease. The parties hereto agree (a) that this Lease shall be deemed and construed to be a net lease, (b) that the payments of Basic Rent are designed to provide the City and the Trustee funds adequate in amount to pay all principal of and interest accruing on the Bonds as the same becomes due and payable, (c) that to the extent that the payments of Basic Rent are not sufficient to provide the City and the Trustee with funds sufficient for the purposes aforesaid, the Company shall be obligated to pay, and it does hereby covenant and agree to pay, upon demand therefor, as Additional Rent, such further sums of money, in cash, as may from time to time be required for such purposes, and (d) that if after the principal of and interest on the Bonds and all costs incident to the payment of the Bonds (including the fees and expenses of the City and the Trustee) have been paid in full the Trustee or the City holds unexpended funds received in accordance with the terms hereof, such unexpended funds shall, after payment therefrom of all sums then due and owing by the Company under the terms of this Lease, and except as otherwise provided in this Lease and the Indenture, become the absolute property of and be paid over forthwith to the Company.

Section 15.4. Limitation on Liability of City. No provision, covenant or agreement contained in this Lease, the Indenture or the Bonds, or any obligation herein or therein imposed upon the City, or the breach thereof, shall constitute or give rise to or impose upon the City a pecuniary liability or a charge upon the general credit or taxing powers of the City or the State of Missouri.

Section 15.5. Governing Law. This Lease shall be construed in accordance with and governed by the laws of the State of Missouri.

Section 15.6. Binding Effect. This Lease shall be binding upon and shall inure to the benefit of the City and the Company and their respective successors and assigns.

Section 15.7. Severability. If for any reason any provision of this Lease shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

Section 15.8. Execution in Counterparts. This Lease may be executed 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 15.9. 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 15.10. City Consent and Approvals. Pursuant to the Ordinance, the Mayor and the City Manager are authorized to execute all documents on behalf of the City (including documents pertaining to the transfer of property or the financing or refinancing of the Project by the Company and such easements, licenses, rights-of-way, plats and similar documents as may be requested by the Company) as may be required to carry out and comply with the intent of the Ordinance, the Indenture and this Lease. The Mayor and the City Manager are also authorized, unless expressly prohibited herein, to grant on behalf of the City such consents, estoppels and waivers relating to the Bonds, the Indenture, this Lease, or the Performance Agreement as may be requested during the term hereof; provided, such consents, estoppels and/or waivers shall not increase the principal amount of the Bonds, increase the term of this Lease or the tax exemption as provided for herein, waive an Event of Default or materially change the nature of the transaction unless approved by the City Council.

Section 15.11. Anti-Discrimination Against Israel Act. Pursuant to Section 34.600 of the Revised Statutes of Missouri, the Company certifies it is not currently engaged in and shall not, for the duration of this Lease, 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 Lease to be executed in their respective names by their duly authorized signatories, all as of the date first above written.

CITY OF SIKESTON, MISSOURI

[SEAL]

By: _____
Greg Turnbow, Mayor

ATTEST:

Rhonda Council, City Clerk

[Lease Agreement]

CARLISLE CONSTRUCTION MATERIALS, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT A
PROJECT SITE

EXHIBIT B

FORM OF REQUISITION CERTIFICATE

Requisition No. _____
Date: _____

REQUISITION CERTIFICATE

TO: SECURITY BANK OF KANSAS CITY, AS TRUSTEE UNDER A TRUST INDENTURE DATED AS OF JULY 1, 2021, BETWEEN THE CITY OF SIKESTON, MISSOURI, AND THE TRUSTEE, AND THE LEASE AGREEMENT DATED AS OF JULY 1, 2021, BETWEEN THE CITY OF SIKESTON, MISSOURI, AND CARLISLE CONSTRUCTION MATERIALS, LLC

The undersigned Authorized Company Representative hereby states and certifies that:

1. A total of \$ _____ is requested to pay for Project Costs of the Project Improvements. The total amount of this requisition and all prior requisitions for Project Improvements is as follows:

PROJECT IMPROVEMENTS

<u>Date of Project Costs</u>	<u>Amount Submitted in this Requisition</u>	<u>Requisitions Submitted to Date (Including this Requisition)</u>

2. A total of \$ _____ is requested to pay for Project Costs of the Project Equipment. The total amount of this requisition and all prior requisitions for Project Equipment is as follows:

PROJECT EQUIPMENT

<u>Date of Project Costs</u>	<u>Amount Submitted in this Requisition</u>	<u>Requisitions Submitted to Date (Including this Requisition)</u>

3. A total of \$ _____ has been requested to pay for all Project Costs to date, which amount is less than \$85,000,000.

4. Said Project Costs shall be paid in whole from Bond proceeds in such amounts, to such payees and for such purposes as set forth on **Schedule 1** hereto.

5. Set forth on **Schedule 2** hereto is a description of the Project Equipment acquired, which is being paid for in whole from Bond proceeds pursuant to this Requisition Certificate. Attached hereto as **Exhibit A** is the Bill of Sale transferring said Project Equipment to the City.

6. Each of the items for which payment is requested are or were desirable and appropriate in connection with the purchase and construction of the Project, have been properly incurred and are a proper charge against the Project Fund, have been paid by the Company or are justly due to the Persons whose names and addresses are stated on **Schedule 1** and have not been the basis of any previous requisition from the Project Fund.

7. As of this date, except for the amounts referred to above, to the best of my knowledge there are no outstanding disputed statements for which payment is requested for labor, wages, materials, supplies or services in connection with the purchase and construction of the Project which, if unpaid, might become the basis of a vendor's, mechanic's, laborer's or materialman's statutory or similar lien upon the Project or any part thereof.

8. Capitalized words and terms used in this Requisition Certificate have the meanings given to such words and terms in **Section 101** of the Trust Indenture.

CARLISLE CONSTRUCTION MATERIALS, LLC

By: _____
Authorized Company Representative

Approved this ____ day of _____, 20__.

CITY OF SIKESTON, MISSOURI

By: _____
Authorized City Representative

SCHEDULE 1 TO REQUISITION CERTIFICATE

PROJECT COSTS

<u>Payee and Address</u>	<u>Description</u>	<u>Amount</u>
--------------------------	--------------------	---------------

SCHEDULE 2 TO REQUISITION CERTIFICATE

PROJECT EQUIPMENT

<u>Item (Description)</u>	Serial, Identification or <u>Account Number</u>
---------------------------	--

EXHIBIT A TO REQUISITION CERTIFICATE

BILL OF SALE

CARLISLE CONSTRUCTION MATERIALS, LLC, a Delaware limited liability company (“Seller”), in connection with that certain Lease Agreement dated as of July 1, 2021 (the “Lease Agreement”), between Seller and the **CITY OF SIKESTON, MISSOURI**, a constitutional home rule charter city organized and existing under the laws of the State of Missouri (“Buyer”), for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has **BARGAINED** and **SOLD**, and by these presents does now **GRANT** and **CONVEY**, unto Buyer and its successors and assigns, all of its right, title and interest in and to all machinery, equipment and other personal property shown on **Exhibit A** hereto, installed within the “Project Improvements” and constituting a portion of the “Project Equipment,” as such terms are defined in the Lease Agreement.

TO HAVE AND TO HOLD the same unto Buyer, its successors and assigns, subject however to the terms of the Lease Agreement and those security interests, liens and/or encumbrances as therein set forth.

The property is being conveyed “AS IS,” “WHERE IS” and “WITH ALL FAULTS” as of the date of this Bill of Sale, without any representation or warranty whatsoever as to its condition, fitness for any particular purpose, merchantability or any other warranty, express or implied.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed in its name by its duly authorized officer this ____ day of _____, 20__.

CARLISLE CONSTRUCTION MATERIALS, LLC

By: _____
Authorized Company Representative

EXHIBIT A TO BILL OF SALE

PROJECT EQUIPMENT

<u>Item (Description)</u>	Serial, Identification or <u>Account Number</u>
---------------------------	--

PERFORMANCE AGREEMENT

THIS PERFORMANCE AGREEMENT, dated as of July 1, 2021, 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 **CARLISLE CONSTRUCTION MATERIALS, LLC**, a Delaware limited liability company (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 April 16, 2021, the City Council adopted Ordinance No. 6224, approving a Development Agreement (the “Development Agreement”) with the Company concerning a proposed industrial development project within the City.

3. Pursuant to the Act, the City Council passed Ordinance No. ____ (the “Ordinance”) on June 28, 2021, authorizing the City to issue its Taxable Industrial Revenue Bonds (Carlisle Construction Materials, LLC Project), Series 2021, in the maximum principal amount of \$85,000,000 (the “Bonds”), for the purpose of constructing an approximately 455,000 square foot manufacturing facility (the “Project Improvements”) on an approximately 124-acre site located northwest of the intersection of Highway 62 and County Road 824 in the City (as legally described on **Exhibit A**, the “Project Site”) and acquiring and installing within the Project Improvements certain equipment and other personal property (the “Project Equipment” and, together with the Project Site and the Project Improvements, the “Project”).

4. The Ordinance authorizes the City to lease the Project to the Company pursuant to a Lease Agreement dated as of July 1, 2021 (the “Lease”) between the City, as lessor, and the Company, as lessee.

5. Pursuant to the foregoing, the City desires to enter into this Agreement with the Company, in consideration of the Company’s desire to cause the acquisition, construction, equipping and improvement of the Project as more fully described in the Lease, upon the terms and subject to the conditions hereinafter set forth.

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**.

“Anniversary Date” means the annual anniversary of the First Test Date so long as this Agreement is in effect.

“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**, or such other form of Annual Compliance Report required by the BUILD Program Agreement.

“Assessor” means the Assessor of New Madrid County, Missouri.

“BUILD Program Agreement” means the BUILD Missouri Program Agreement to be entered into between the Missouri Development Finance Board and the Company in connection with the Project.

“Collector” means the Collector of Revenue of New Madrid 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.

“Eligible Employee” means a person employed on a full-time basis in a New Job at the Project averaging at least 35 hours per week who was not employed by the Company or a Related Taxpayer in the State of Missouri at any time during the 12-month period immediately prior to being employed at the Project; provided, however, a person may have been employed by the Company or a Related Taxpayer during the 12-month period immediately prior to being employed at the Project if the Company or a Related Taxpayer does not eliminate the position which such employee held during such 12-month period and promptly replaces such employee within three months of the date such employee begins employment in the New Job at the Project.

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

“First Test Date” means December 31, 2023 or such other date as may be defined in the BUILD Program Agreement as the “First Test Date.”

“Minimum Number of New Jobs” means 100 New Jobs.

“New Job” means a full-time position (minimum 35 hours per week on average) created within a period commencing on April 20, 2021 and ending on the First Test Date. **“New Jobs”** does not include jobs of recalled workers or replacement jobs (jobs that formerly existed with the Company or a Related Taxpayer in the State of Missouri). To qualify as a New Job, such New Job must be filled by an Eligible Employee.

“Payroll Requirement” means the total annual payroll for all of the New Jobs, excluding benefits, which shall be at least \$4,400,000.

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

“Project Costs” means all costs of purchasing, constructing and installing the Project.

“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.

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 a portion of the Project Costs. 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 New Madrid 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 **Sections 3.2(e)**, the PILOT Payments shall be calculated as follows:

(1) in each year before the Completion Date and the year in which the Completion Date occurs (expected to be 2021 and 2022), 100% of the real and personal property taxes that would otherwise be due on the Project, but for the City's ownership thereof;

(2) in each of the first 10 years following the year in which the Completion Date occurs (expected to be 2023 through 2032, inclusive), 0% of the real and personal property taxes that would otherwise be due on the Project, but for the City's ownership thereof;

(3) in each of the next five years (expected to be 2033 through 2037, inclusive), 25% of the real and personal property taxes that would otherwise be due on the Project, but for the City's ownership thereof; and

(4) in each of the last five years (expected to be 2038 through 2042, inclusive), 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.

(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 of the 20th calendar year following the Completion Date, 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 of such year 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 New Jobs or Payroll Requirement.

(a) Under the BUILD Program Agreement, the Company will be required to file an Annual Compliance Report with the Missouri Development Finance Board (“MDFB”) in the manner and at the times specified therein. Concurrently with filing an Annual Compliance Report with MDFB, the Company shall file with the City (1) a copy of the completed Annual Compliance Report and (2) a written certification of the annual payroll of the New Jobs listed in the Annual Compliance Report (the “Payroll Certification”). Notwithstanding the foregoing, if no Annual Compliance Report is required to be filed with MDFB, the Company shall still file an Annual Compliance Report and the Payroll Certification with the City on or before each February 25 during the term of this Agreement, beginning with the February 25 immediately following the First Test Date.

(b) In any calendar year in which the Annual Compliance Report reveals that the Company has failed to maintain the Minimum Number of New 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).

MJ = 100

AJ = Actual New Jobs as of the First Test Date or the Anniversary Date, as applicable 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).

PR = \$4,400,000

AP = Actual total annual payroll for all of the New 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 25 New Jobs or have an Annual Payroll of at least \$1,100,000 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 the Development 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 limited liability company, 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, assigned, pledged or in any other manner hypothecated, except as provided in the Lease.

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;

(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 Bond (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 Development Agreement, 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 November 15 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

CARLISLE CONSTRUCTION MATERIALS, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

JOINDER BY COUNTY ASSESSOR

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

OFFICE OF THE NEW MADRID COUNTY ASSESSOR

By: _____
Jacob Johnson, County Assessor

EXHIBIT A
PROJECT SITE

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 Carlisle Construction Materials, LLC, a Delaware limited liability company (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.

CARLISLE CONSTRUCTION MATERIALS, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

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

Notary Public

My commission expires on: _____

EXHIBIT C

**ANNUAL COMPLIANCE REPORT
(pursuant to Section 135.805.3, RSMo, as amended)**

Name of Company: _____

Category of business, by size: _____

Address of Company's business headquarters:

Street Address: _____

City: _____ State: _____ Zip Code: _____

Addresses of all offices of the Company located within the State of Missouri:

Street Address: _____

City: _____ State: _____ Zip Code: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Total number of employees of the Company at the time of this annual update: _____

Updated estimate of number of employees projected to increase as a result of the completion of the
Project: _____

Estimated or actual total Project cost: \$ _____

Date: _____

Signature: _____

Name: _____

Title: _____



TAX CREDIT ACCOUNTABILITY ACT REPORTING FORM

BUSINESS/ORGANIZATION NAME:		
BUILD Bond Series Year:		
NUMBER OF JOBS CREATED AT PROJECT LOCATION EACH MONTH AS A RESULT OF THE ISSUED TAX CREDIT		
	FULL-TIME PERMANENT JOBS	PART-TIME PERMANENT JOBS
January 20__		
February 20__		
March 20__		
April 20__		
May 20__		
June 20__		
July 20__		
August 20__		
September 20__		
October 20__		
November 20__		
December 20__		
TOTALS:		

CITY OF SIKESTON, MISSOURI

AND

**SECURITY BANK OF KANSAS CITY,
as Trustee**

TRUST INDENTURE

Dated as of July 1, 2021

Relating to:

**\$85,000,000
(Aggregate Maximum Principal Amount)
City of Sikeston, Missouri
Taxable Industrial Revenue Bonds
(Carlisle Construction Materials, LLC Project)
Series 2021**

TRUST INDENTURE

TABLE OF CONTENTS

	<u>Page</u>
Parties	1
Recitals.....	1
Granting Clauses.....	2

ARTICLE I

DEFINITIONS

Section 101.	Definitions of Words and Terms	3
Section 102.	Rules of Interpretation	8
Section 103.	Date of Indenture	8

ARTICLE II

THE BONDS

Section 201.	Title and Amount of Bonds.....	8
Section 202.	Nature of Obligation.....	9
Section 203.	Denomination, Number and Dating of the Bonds	9
Section 204.	Method and Place of Payment of Bonds	9
Section 205.	Execution and Authentication of Bonds	10
Section 206.	Registration, Transfer and Exchange of Bonds	10
Section 207.	Persons Deemed Owners of Bonds	11
Section 208.	Authorization of the Bonds.....	11
Section 209.	Mutilated, Lost, Stolen or Destroyed Bonds	13
Section 210.	Cancellation and Destruction of Bonds Upon Payment	13

ARTICLE III

REDEMPTION OF BONDS

Section 301.	Redemption of Bonds	14
Section 302.	Effect of Call for Redemption	14
Section 303.	Notice of Redemption.....	14

ARTICLE IV

FORM OF BONDS

Section 401.	Form Generally.....	15
--------------	---------------------	----

ARTICLE V

CUSTODY AND APPLICATION OF BOND PROCEEDS

Section 501.	Creation of Funds	15
Section 502.	Deposits into the Project Fund.....	15
Section 503.	Disbursements from the Project Fund	15
Section 504.	Completion of the Project.....	16
Section 505.	Disposition Upon Acceleration.....	16

ARTICLE VI

REVENUES AND FUNDS

Section 601.	Deposits into the Bond Fund	16
Section 602.	Application of Moneys in the Bond Fund	17
Section 603.	Payments Due on Days Other than Business Days	17
Section 604.	Nonpresentment of Bonds	17

ARTICLE VII

SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

Section 701.	Moneys to be Held in Trust	18
Section 702.	Investment of Moneys in Project Fund and Bond Fund	18
Section 703.	Record Keeping	18

ARTICLE VIII

GENERAL COVENANTS AND PROVISIONS

Section 801.	Payment of Principal and Interest.....	19
Section 802.	Authority to Execute Indenture and Issue Bonds	19
Section 803.	Performance of Covenants.....	19
Section 804.	Instruments of Further Assurance.....	19
Section 805.	Recordings and Filings	19
Section 806.	Inspection of Project Books.....	20
Section 807.	Enforcement of Rights Under the Lease.....	20

ARTICLE IX

DEFAULT AND REMEDIES

Section 901.	Events of Default; Notice; Opportunity to Cure.....	20
Section 902.	Acceleration of Maturity in Event of Default.....	21
Section 903.	Surrender of Possession of Trust Estate; Rights and Duties of Trustee in Possession	21
Section 904.	Appointment of Receivers in Event of Default	21
Section 905.	Exercise of Remedies by the Trustee.....	22
Section 906.	Limitation on Exercise of Remedies by Owners	22
Section 907.	Right of Owners to Direct Proceedings	23
Section 908.	Application of Moneys in Event of Default	23

Section 909.	Remedies Cumulative.....	24
Section 910.	Waivers of Events of Default.....	24

ARTICLE X

THE TRUSTEE

Section 1001.	Acceptance of the Trusts.....	25
Section 1002.	Fees, Charges and Expenses of the Trustee.....	27
Section 1003.	Notice to Owners if Default Occurs	27
Section 1004.	Intervention by the Trustee	28
Section 1005.	Successor Trustee Upon Merger, Consolidation or Sale	28
Section 1006.	Resignation of Trustee	28
Section 1007.	Removal of Trustee.....	28
Section 1008.	Appointment of Successor Trustee	28
Section 1009.	Vesting of Trusts in Successor Trustee	29
Section 1010.	Right of Trustee to Pay Taxes and Other Charges	29
Section 1011.	Trust Estate May be Vested in Co-Trustee.....	29
Section 1012.	Accounting	30
Section 1013.	Performance of Duties Under the Lease.....	30

ARTICLE XI

SUPPLEMENTAL INDENTURES

Section 1101.	Supplemental Indentures Not Requiring Consent of Owners.....	30
Section 1102.	Supplemental Indentures Requiring Consent of Owners.....	31
Section 1103.	Company's Consent to Supplemental Indentures	31
Section 1104.	Opinion of Counsel.....	31

ARTICLE XII

SUPPLEMENTAL LEASES

Section 1201.	Supplemental Leases Not Requiring Consent of Owners.....	32
Section 1202.	Supplemental Leases Requiring Consent of Owners.....	32
Section 1203.	Opinion of Counsel.....	32

ARTICLE XIII

SATISFACTION AND DISCHARGE OF INDENTURE

Section 1301.	Satisfaction and Discharge of this Indenture	32
Section 1302.	Bonds Deemed to be Paid.....	33

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 1401.	Consents and Other Instruments by Owners	33
Section 1402.	Limitation of Rights Under this Indenture	34

Section 1403.	Notices	34
Section 1404.	Severability	35
Section 1405.	Execution in Counterparts	36
Section 1406.	Governing Law	36
Section 1407.	Electronic Transaction	36
Section 1408.	City Consent and Approvals	36
Section 1409.	Anti-Discrimination Against Israel Act	36
	Signature and Seals	37
Exhibit A - Project Site		
Exhibit B - Form of Bonds		
Exhibit C - Form of Representation Letter		

TRUST INDENTURE

THIS TRUST INDENTURE, dated as of July 1, 2021 (this “Indenture”), between the **CITY OF SIKESTON, MISSOURI**, a charter city organized and existing under the laws of the State of Missouri (the “City”), and **SECURITY BANK OF KANSAS CITY**, a state banking corporation duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the State of Kansas, with a corporate trust office located in Kansas City, Kansas, as Trustee (the “Trustee”);

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 April 16, 2021, the City Council adopted Ordinance No. 6224, approving a Development Agreement (the “Development Agreement”) with Carlisle Construction Materials, LLC, a Delaware limited liability company (the “Company”) concerning a proposed industrial development project within the City.

3. Pursuant to the Act and as contemplated by the Development Agreement, the City Council passed Ordinance No. _____ (the “Ordinance”) on June 28, 2021, authorizing the City to issue its Taxable Industrial Revenue Bonds (Carlisle Construction Materials, LLC Project), Series 2021, in the maximum principal amount of \$85,000,000 (the “Bonds”), for the purpose of constructing an approximately 455,000 square foot manufacturing facility (the “Project Improvements”) on an approximately 124-acre site located northwest of the intersection of Highway 62 and County Road 824 in the City (as legally described on **Exhibit A**, the “Project Site”) and acquiring and installing within the Project Improvements certain equipment and other personal property (the “Project Equipment”).

4. Pursuant to the Ordinance, the City is authorized to enter into (a) this Indenture with the Trustee for the purpose of issuing and securing the Bonds, as herein provided, (b) a Lease Agreement of even date herewith (the “Lease”) with the Company, under which the City will acquire an interest in the Project Site, cause the construction of the Project Improvements and the acquisition and installation of the Project Equipment, and will lease the Project Site, the Project Improvements and the Project Equipment (collectively, the “Project”) to the Company in consideration of rental payments by the Company that will be sufficient to pay the principal of and interest on the Bonds, (c) a Performance Agreement of even date herewith (the “Performance Agreement”) with the Company, pursuant to which the Company has agreed to make certain payments in lieu of taxes, and (d) such other documents relating to the Bonds as the City and the Company deem appropriate.

5. All things necessary to make the Bonds, when authenticated by the Trustee and issued as provided in this Indenture, the valid and legally binding obligations of the City, and to constitute this Indenture a valid and legally binding pledge and assignment of the Trust Estate (as defined herein) herein made for the security of the payment of the principal of and interest on the Bonds, have been done and performed, and the execution and delivery of this Indenture and the execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized.

NOW, THEREFORE, THIS TRUST INDENTURE WITNESSETH:

GRANTING CLAUSES

That the City, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Bonds by the Owners (as defined herein) thereof, and of other good and valuable consideration, the receipt of which is hereby acknowledged, and to secure the payment of the principal of and interest on all of the Bonds issued and Outstanding (as defined herein) under this Indenture from time to time according to their tenor and effect, and to secure the performance and observance by the City of all the covenants, agreements and conditions herein and in the Bonds contained, does hereby pledge and assign to the Trustee and its successors and assigns forever, the property described in paragraphs (a), (b) and (c) below (said property being herein referred to as the "Trust Estate"), to-wit:

(a) All right, title and interest of the City in and to the Project, subject to the Company's rights under the Lease, together with the tenements, hereditaments, appurtenances, rights, easements, privileges and immunities thereunto belonging or appertaining and, to the extent permissible, all permits, certificates, approvals and authorizations;

(b) All right, title and interest of the City in, to and under the Lease (excluding the Unassigned Rights, as defined herein), and all rents, revenues and receipts derived by the City from the Project including, without limitation, all rentals and other amounts to be received by the City and paid by the Company under and pursuant to and subject to the provisions of the Lease; and

(c) All moneys and securities from time to time held by or now or hereafter required to be paid to the Trustee under the terms of this Indenture, and any and all other real or personal property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, pledged, assigned or transferred as and for additional security hereunder by the City or by anyone in its behalf, or with its written consent, to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

TO HAVE AND TO HOLD, all and singular, the Trust Estate with all rights and privileges hereby pledged and assigned or agreed or intended so to be, to the Trustee and its successors and assigns forever;

IN TRUST NEVERTHELESS, upon the terms and subject to the conditions herein set forth, for the equal and proportionate benefit, protection and security of all Owners from time to time of the Bonds Outstanding under this Indenture, without preference, priority or distinction as to lien or otherwise of any of the Bonds over any other of the Bonds except as expressly provided in or permitted by this Indenture;

PROVIDED, HOWEVER, that if the City pays, or causes to be paid, the principal of and interest on the Bonds, at the time and in the manner mentioned in the Bonds, according to the true intent and meaning thereof, or provides for the payment thereof (as provided in **Article XIII**), and pays or causes to be paid to the Trustee all other sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments this Indenture and the rights hereby granted shall cease, determine and be void; otherwise, this Indenture shall be and remain in full force and effect.

THIS INDENTURE FURTHER WITNESSETH, and it is hereby expressly declared, covenanted and agreed by and between the parties hereto, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and that all of the Trust Estate is to be held and applied under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the City does hereby agree and covenant with the Trustee and with the respective Owners from time to time, as follows:

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined in the Lease (which definitions are hereby incorporated by reference) and words and terms defined elsewhere in this Indenture, the following words and terms as used in this Indenture shall have the following meanings, unless some other meaning is plainly intended:

“Act” means, collectively, Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200 of the Revised Statutes of Missouri.

“Additional Rent” means the additional rental described in **Section 5.2** of the Lease.

“Approved Investor” means (a) the Company, (b) an affiliate of the Company, or (c) any general business corporation or enterprise with total assets in excess of \$100,000,000.

“Authorized City Representative” means the Mayor, the City Manager or such other Person at the time designated to act on behalf of the City as evidenced by written certificate furnished to the Company and the Trustee containing the specimen signature of such Person and signed on behalf of the City by its Mayor. Such certificate may designate an alternate or alternates, each of whom may perform all duties of the Authorized City Representative.

“Authorized Company Representative” means the Person at the time designated to act on behalf of the Company as evidenced by written certificate furnished to the City and the Trustee containing the specimen signature of such Person and signed on behalf of the Company by an authorized officer of the Company. Such certificate may designate an alternate or alternates, each of whom may perform all duties of the Authorized Company Representative.

“Basic Rent” means the rental described in **Section 5.1** of the Lease.

“Bond” or **“Bonds”** means the Taxable Industrial Revenue Bonds (Carlisle Construction Materials, LLC Project), Series 2021, in the maximum aggregate principal amount of \$85,000,000, issued, authenticated and delivered under and pursuant to this Indenture.

“Bond Fund” means the “City of Sikeston, Missouri, Bond Fund -- Carlisle Construction Materials, LLC” created in **Section 501**.

“Bond Purchase Agreement” means the agreement by that name with respect to the Bonds by and between the City and the Purchaser.

“Business Day” means any day other than a Saturday or Sunday or legal holiday or a day on which banks located in the city in which the principal corporate trust office or the principal payment office of the Trustee are required or authorized by law to remain closed.

“City” means the City of Sikeston, Missouri, a charter city organized and existing under the laws of the State.

“Closing Date” means the date identified in the Bond Purchase Agreement for the initial issuance and delivery of the Bonds.

“Closing Price” means the amount specified in writing by the Purchaser and agreed to by the City as the amount required to pay for the initial issuance of the Bonds on the Closing Date, which amount shall be equal to any Project Costs spent by the Company from its own funds before the Closing Date, and, at the Company’s option, the costs of issuance of the Bonds if such costs are not paid from Bond proceeds.

“Company” means Carlisle Construction Materials, LLC, a Delaware limited liability company, and its successors and assigns.

“Completion Date” means the date of execution of the certificate required by **Section 4.5** of the Lease and **Section 504**, 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.

“Cumulative Outstanding Principal Amount” means the aggregate principal amount of all Bonds Outstanding under the provisions of this Indenture, not to exceed \$85,000,000 as reflected in the records maintained by the Trustee as provided in the Bonds and this Indenture.

“Event of Default” means, with respect to this Indenture, any Event of Default as defined in **Section 901** and, with respect to the Lease, any Event of Default as described in **Section 12.1** of the Lease.

“Financing Document” means any loan agreement, credit agreement, security agreement, mortgage, participation agreement, lease agreement, sublease, ground lease, hedging agreement or other document executed by or on behalf of, or for the benefit of, a Financing Party.

“Financing Party” means any Person providing debt, lease or equity financing (including equity contributions or commitments) or hedging arrangements, or any renewal, extension or refinancing of any such financing or hedging arrangements, or any guarantee, insurance, letter of credit or credit support for or in connection with such financing or hedging arrangements, in connection with the development, construction, ownership, lease, operation or maintenance of the Project or interests or rights in the Lease, or any part thereof, including any trustee or agent acting on any such Person’s behalf.

“Full Insurable Value” means the reasonable replacement cost of the Project less physical depreciation and exclusive of land, excavations, footings, foundation and parking lots as determined at the expense of the Company from time to time.

“Government Securities” means direct obligations of, or obligations the payment of principal of and interest on which are unconditionally guaranteed by, the United States of America.

“Indenture” means this Trust Indenture, as from time to time amended and supplemented by Supplemental Indentures in accordance with the provisions of **Article XI**.

“Investment Securities” means any investment approved in writing by the Authorized City Representative and the Owners of all of the Outstanding Bonds.

“Lease” means the Lease Agreement dated as of July 1, 2021 between the City, as lessor, and the Company, as lessee, as from time to time amended and supplemented by Supplemental Leases in accordance with the provisions thereof and of **Article XII**.

“Lease Term” means the period from the effective date of the Lease until the expiration thereof pursuant to **Section 3.2** of the Lease.

“Net Proceeds” means, when used with respect to any insurance or condemnation award with respect to the Project, the gross proceeds from the insurance or condemnation award remaining after payment of all expenses (including attorneys’ fees, Trustee’s fees and any extraordinary expenses of the City and the Trustee) incurred in the collection of such gross proceeds.

“Outstanding” when used with reference to Bonds, means, as of a particular date, all Bonds theretofore authenticated and delivered, except:

- (a) Bonds previously canceled by the Trustee or delivered to the Trustee for cancellation;
- (b) Bonds deemed to be paid in accordance with the provisions of **Section 1302**; and
- (c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered pursuant to this Indenture.

“Owner” means the registered owner of any Bond as recorded on the bond registration records maintained by the Trustee.

“Paying Agent” means the Trustee and any other bank or trust company designated by this Indenture as paying agent for the Bonds at which the principal of or interest on the Bonds shall be payable.

“Payment Date” means the date on which the principal of or interest on any Bond, whether at the stated maturity thereof or the redemption date thereof, is payable, which shall be December 1 of each year that the Bonds are Outstanding.

“Performance Agreement” means the Performance Agreement dated as of July 1, 2021 between the City and the Company.

“Permitted Encumbrances” means, as of any particular time, as the same may encumber the Project Site, (a) liens for ad valorem taxes and special assessments not then delinquent, (b) the Indenture, the Lease and the Performance Agreement, (c) utility, access and other easements and rights-of-way, mineral rights, restrictions, exceptions and encumbrances that will not materially interfere with or impair the operations being conducted on the Project Site or easements granted to the City, (d) such minor defects, irregularities, encumbrances, easements, rights-of-way and clouds on title as normally exist with respect to properties similar in character to the Project Site and as do not in the aggregate materially

impair the property affected thereby for the purpose for which it was acquired or is held by the City, (e) liens or security interests granted pursuant to any Financing Document, and (f) such exceptions to title set forth in the [*Title Commitment File No. NCS-1049857-KCTY dated _____, 20__ issued by First American Title Insurance Company*].

“Person” means an individual, partnership, corporation, business trust, joint stock company, limited liability company, bank, insurance company, unincorporated association, joint venture or other entity of whatever nature.

“Plans and Specifications” means the plans and specifications prepared for and showing the Project, as amended by the Company from time to time before the Completion Date, the same being on file at the principal office of the Company, and which shall be available for reasonable inspection during normal business hours and upon not less than one Business Day’s prior notice by the City, the Trustee or their duly appointed representatives.

“Principal Amount Advanced” means the amount set forth in each requisition certificate in accordance with **Section 4.4** of the Lease, as reflected in the records maintained by the Trustee as provided in the Bonds and this Indenture.

“Project” means, collectively, the Project Site, the Project Improvements and the Project Equipment as they may at any time exist.

“Project Costs” means all costs of purchasing and constructing the Project, including the following:

(a) all costs and expenses necessary or incident to the acquisition, construction and equipping of the Project Improvements on the Project Site and the acquisition and installation of the Project Equipment within the Project Improvements, which the Company conveys to the City;

(b) fees and expenses of architects, appraisers, surveyors and engineers for estimates, surveys, soil borings and soil tests and other preliminary investigations and items necessary to the commencement of construction, preparation of plans, drawings and specifications and supervision of construction, as well as for the performance of all other duties of professionals and consultants in relation to the purchase and construction of the Project or the issuance of the Bonds;

(c) all costs and expenses of every nature incurred in purchasing and constructing the Project Improvements and otherwise improving the Project Site and purchasing and installing the Project Equipment, including the actual cost of labor and materials, machinery, furnishings and equipment as payable to contractors, builders and materialmen in connection with the purchase and construction of the Project;

(d) interest accruing on the Bonds until the Completion Date;

(e) the cost of any insurance maintained in accordance with **Article VII** of the Lease;

(f) reasonable expenses of administration, supervision and inspection properly chargeable to the Project, legal fees and expenses, including fees of bond counsel, fees and expenses of accountants and other consultants, publication and printing expenses and initial fees

and expenses of the Trustee to the extent that said fees and expenses are necessary or incident to the issuance and sale of the Bonds or the purchase and construction of the Project;

(g) all other items of expense not elsewhere specified in this definition as may be necessary or incident to: (1) the authorization, issuance and sale of the Bonds, including costs of issuance of the Bonds; (2) the purchase and construction of the Project; and (3) the financing thereof; and

(h) reimbursement to the Company or those acting for it for any of the above enumerated costs and expenses incurred and paid by them before or after the execution of the Lease.

“Project Equipment” means all items of machinery, equipment and other personal property transferred to the City before the Completion Date for installation in the Project Improvements pursuant to **Article IV** of the Lease and paid for in whole from proceeds of the Bonds.

“Project Fund” means the “City of Sikeston, Missouri, Project Fund -- Carlisle Construction Materials, LLC” created in **Section 501**.

“Project Improvements” means the buildings, structures, improvements and fixtures to be purchased, constructed, installed and otherwise improved on the Project Site pursuant to **Article IV** of the Lease and paid for in whole from proceeds of the Bonds, and all additions, alterations, modifications and improvements thereof made pursuant to the Lease.

“Project Site” means all of the real estate described in **Exhibit A** and by this reference made a part hereof.

“Purchaser” means the entity identified in the Bond Purchase Agreement as the purchaser of the Bonds.

“Responsible Officer” means, when used with respect to the Trustee, any officer within the corporate trust department of the Trustee, including any vice president, assistant vice president, assistant secretary, assistant treasurer, trust officer or any other officer of the Trustee who customarily performs functions similar to those performed by the Persons who at the time shall be such officers, respectively, or to whom any corporate trust matter is referred because of such Person’s knowledge of and familiarity with the particular subject and who has direct responsibility for the administration of this Indenture.

“State” means the State of Missouri.

“Supplemental Indenture” means any indenture supplemental or amendatory to this Indenture entered into by the City and the Trustee pursuant to **Article XI**.

“Supplemental Lease” means any supplement or amendment to the Lease entered into pursuant to **Article XII**.

“Trust Estate” means the Trust Estate described in the Granting Clauses of this Indenture.

“Trustee” means Security Bank of Kansas City, Kansas City, Kansas, a state banking corporation duly organized and existing and authorized to accept and execute trusts of the character

herein set forth under the laws of the State of Kansas, and its successor or successors and any other corporation which at the time may be substituted in its place pursuant to and at the time serving as Trustee under this Indenture.

“Unassigned Rights” means the City’s rights under the Lease to receive moneys for its own account and the City’s rights to indemnification or to be protected from liabilities by insurance policies required by the Lease, as provided in the Lease.

Section 102. Rules of Interpretation.

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(b) Unless the context otherwise indicates, words importing the singular number shall include the plural and vice versa, and words importing Persons shall include firms, associations and corporations, including governmental entities, as well as natural Persons.

(c) Wherever in this Indenture it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

(d) All references in this instrument to designated “Articles,” “Sections” and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words “herein,” “hereof,” “hereunder” and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision.

(d) The Table of Contents and the Article and Section headings of this Indenture shall not be treated as a part of this Indenture or as affecting the true meaning of the provisions hereof.

(e) Whenever an item or items are listed after the word “including,” such listing is not intended to be a listing that excludes items not listed.

Section 103. Date of Indenture. The dating of this Indenture as of July 1, 2021, is intended as and for the convenient identification of this Indenture only and is not intended to indicate that this Indenture was executed and delivered on said date, this Indenture being executed and delivered and becoming effective simultaneously with the initial issuance of the Bonds.

ARTICLE II

THE BONDS

Section 201. Title and Amount of Bonds. No Bonds may be issued under this Indenture except in accordance with the provisions of this Article. The Bonds authorized to be issued under this Indenture shall be designated as the “City of Sikeston, Missouri, Taxable Industrial Revenue Bonds (Carlisle Construction Materials, LLC Project), Series 2021.” The maximum total principal amount of Bonds that may be issued hereunder is hereby expressly limited to \$85,000,000.

Section 202. Nature of Obligation. The Bonds and the interest thereon shall be special obligations of the City payable solely out of the rents, revenues and receipts derived by the City from the Project and the Lease and not from any other fund or source of the City. The Bonds are secured by a pledge and assignment of the Trust Estate to the Trustee in favor of the Owners, as provided in this Indenture. The Bonds and the interest thereon shall not constitute general obligations of the City, the State or any political subdivision thereof, and none of the City, the State or any political subdivision thereof shall be liable thereon, and the Bonds shall not constitute an indebtedness within the meaning of any constitutional, statutory or charter debt limitation or restriction and are not payable in any manner by taxation.

Section 203. Denomination, Number and Dating of the Bonds.

(a) The Bonds shall be issuable in the form of one fully-registered Bond, in substantially the form set forth in **Exhibit B**, in the denomination of \$0.01 or any multiple thereof.

(b) The Bonds shall be dated by the Trustee as of the date of initial delivery thereof as provided herein. If the Bonds are at any time thereafter transferred, any replacement Bonds shall be dated as of the date of authentication thereof.

Section 204. Method and Place of Payment of Bonds.

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

(b) Payment of the principal of the Bonds shall be made upon the presentation and surrender of such Bonds at the principal payment office of any Paying Agent named in the Bonds. The payment of principal of the Bonds shall be noted on the Bonds on **Schedule I** thereto and the registration books maintained by the Trustee pursuant to **Section 206**. Payment of the interest on the Bonds shall be made by the Trustee on each Payment Date to the Person appearing on the registration books of the Trustee hereinafter provided for as the Owner thereof on the 15th day (whether or not a Business Day) of the calendar month next preceding such Payment Date by check or draft mailed to such Owner at such Owner's address as it appears on such registration books.

(c) The Bonds and the original **Schedule I** thereto shall be held by the Trustee in trust, unless otherwise directed in writing by the Owner. If the Bonds are held by the Trustee, the Trustee shall, on each Payment Date, send a revised copy of **Schedule I** via facsimile or other electronic means to the Owner, the Company (if not the Owner) and the City. Absent manifest error, the amounts shown on **Schedule I** as noted by the Trustee shall be conclusive evidence of the principal amount paid on the Bonds.

(d) If there is one Owner of the Bonds, the Trustee is authorized to make the final or any interim payments of principal of such Bonds by internal bank transfer or by electronic transfer to an account at a commercial bank or savings institution designated in writing by such Owner and located in the United States. The Trustee is also authorized to make interest payments on such Bonds by internal bank transfer or by electronic transfer to an account at a commercial bank or savings institution designated by such Owner and located in the United States.

(e) If the Company or any Financing Party is the sole Owner of the Bonds and the lessee under the Lease, then the Owner may set-off its obligation to the City as lessee under the Lease against the City's obligation to the bondholder under this Indenture; provided that, at all times that the Owner is the only bondholder and the lessee under the Lease, such set-off shall be deemed to occur and payment under this Indenture shall be deemed to have been made. The Company shall provide the Trustee with a written statement confirming such ownership upon which the Trustee may conclusively rely. In connection with any such permitted set-off the Trustee may conclusively rely on the absence of any written notice from the Company to the contrary as evidence that such set-off has occurred. On the final Payment Date, the Owner may deliver the Bonds to the Trustee for cancellation, and the Owner, as lessee under the Lease, shall receive a credit against the Basic Rent payable by the lessee under **Section 5.1** of the Lease in an amount equal to the principal of the Bonds so tendered for cancellation plus accrued interest thereon.

Section 205. Execution and Authentication of Bonds.

(a) The Bonds shall be executed on behalf of the City by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk and shall have the corporate seal of the City affixed thereto or imprinted thereon. If any officer whose signature or facsimile thereof appears on the Bonds ceases to be such officer before the delivery of such Bonds, such signature or facsimile thereof shall nevertheless be valid and sufficient for all purposes, the same as if such Person had remained in office until delivery. Any Bond may be signed by such Persons as at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such Persons may not have been such officers.

(b) The Bonds shall have endorsed thereon a Certificate of Authentication substantially in the form set forth in **Exhibit B**, which shall be manually executed by the Trustee. No Bond shall be entitled to any security or benefit under this Indenture or shall be valid or obligatory for any purposes until such Certificate of Authentication has been duly executed by the Trustee. The executed Certificate of Authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Indenture. The Certificate of Authentication on any Bond shall be deemed to have been duly executed if signed by any authorized signatory of the Trustee.

Section 206. Registration, Transfer and Exchange of Bonds.

(a) The Trustee shall keep books for the registration and transfer of Bonds as provided in this Indenture.

(b) The Bonds may be transferred to an Approved Investor only upon the books kept for the registration and transfer of Bonds upon surrender thereof to the Trustee duly endorsed for transfer or accompanied by an assignment duly executed by the Owner or such Owner's attorney or legal representative in such form as shall be satisfactory to the Trustee. In connection with any such transfer of the Bonds, the City and the Trustee shall receive an executed representation letter signed by the proposed assignee in substantially the form of **Exhibit C**. The Trustee has no duty or obligation to confirm that any transferee that provides such representation letter is an Approved Investor. Upon any such transfer, the City shall execute and the Trustee shall authenticate and deliver in exchange for such Bond a new fully-registered Bond or Bonds, registered in the name of the transferee, of any denomination or denominations authorized by this Indenture, in an aggregate principal amount equal to the Outstanding principal amount of such Bond, of the same maturity and bearing interest at the same rate.

(c) In all cases in which Bonds are exchanged or transferred hereunder the provisions of any legend restrictions on the Bonds shall be complied with and the City shall execute and the Trustee shall authenticate and deliver at the earliest practicable time Bonds in accordance with the provisions of this Indenture. All Bonds surrendered in any such exchange or transfer shall forthwith be canceled by the Trustee. The City or the Trustee may make a reasonable charge for every such exchange or transfer of Bonds sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, and such charge shall be paid before any such new Bond shall be delivered. Neither the City nor the Trustee shall be required to make any such exchange or transfer of Bonds during the 15 days immediately preceding a Payment Date on the Bonds or, in the case of any proposed redemption of Bonds, during the 15 days immediately preceding the selection of Bonds for such redemption or after such Bonds or any portion thereof has been selected for redemption.

(d) If any Owner fails to provide a certified taxpayer identification number to the Trustee, the Trustee may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure, which amount may be deducted by the Trustee from amounts otherwise payable to such Owner under such Owner's Bond.

Section 207. Persons Deemed Owners of Bonds. As to any Bond, the Person in whose name the same is registered as shown on the bond registration books required by **Section 206** shall be deemed and regarded as the absolute owner thereof for all purposes. Payment of or on account of the principal of and interest on any such Bond shall be made only to or upon the order of the Owner thereof or a legal representative thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

Section 208. Authorization of the Bonds.

(a) The Bonds are authorized in the aggregate maximum principal amount of \$85,000,000 for the purpose of providing funds to pay Project Costs, which Bonds shall be designated the "City of Sikeston, Missouri, Taxable Industrial Revenue Bonds (Carlisle Construction Materials, LLC Project), Series 2021." The Bonds shall be dated as provided in **Section 203(b)**, shall become due on December 1 of the 20th calendar year following the Completion Date (subject to prior redemption as provided in **Article III**) and shall bear interest as specified in **Section 208(f)**, payable on the dates specified in **Section 208(f)**.

(b) The Trustee is hereby designated as the Paying Agent. The Owners of a majority of Bonds then-Outstanding may designate a different Paying Agent upon written notice to the City and the Trustee.

(c) The Bonds shall be executed without material variance from the form and in the manner set forth in **Exhibit B** and delivered to the Trustee for authentication. Prior to or simultaneously with the authentication and delivery of the Bonds by the Trustee, there shall be filed with the Trustee the following:

- (1) a certified copy of the Ordinance;
- (2) executed counterparts or copies of this Indenture, the Lease, the Performance Agreement and the Bond Purchase Agreement;

(3) a representation letter from the Purchaser in substantially the form attached as **Exhibit C**;

(4) a request and authorization to the Trustee on behalf of the City, executed by the Authorized City Representative, to authenticate the Bonds and deliver the same to or at the written direction of the Purchaser upon payment to the Trustee, for the account of the City, of the purchase price thereof specified in the Bond Purchase Agreement. The Trustee shall be entitled to conclusively rely upon such request and authorization as to the name of the Purchaser and the amount of such purchase price; and

(5) such other certificates, statements, receipts and documents as the Trustee shall reasonably require for the delivery of the Bonds.

(d) When the documents specified in subsection (c) of this Section have been filed with the Trustee, and when the Bonds have been executed and authenticated as required by this Indenture, either:

(1) the Purchaser shall pay the Closing Price to the Trustee, and the Trustee shall endorse the Bonds in an amount equal to the Closing Price and then either hold the Bonds in trust or if so directed in writing deliver the Bonds to or upon the order of the Purchaser; or

(2) the Company shall submit a requisition certificate in accordance with **Section 4.4** of the Lease, in an amount equal to the Closing Price, and the Trustee shall authenticate and endorse the Bonds in an amount equal to the Closing Price and then either hold the Bonds in trust or if so directed in writing deliver the Bonds to the Company (or another purchaser designated by the Company).

In either case, the Purchaser shall be deemed to have paid over to the Trustee, and the Trustee shall be deemed to have deposited into the Project Fund, an amount equal to the Closing Price.

(e) Following the initial issuance and delivery of the Bonds, the Company may submit additional requisition certificates in accordance with **Section 4.4** of the Lease. If the Purchaser does not pay to the Trustee the amount set forth in the requisition certificate, the Purchaser will be deemed to have advanced an amount equal to the amount set forth in the requisition certificate and, if the Trustee is holding the Bonds, the Trustee shall endorse the Bonds in an amount equal to the amount set forth in each requisition certificate. The date of endorsement of each Principal Amount Advanced as set forth on **Schedule I** to the Bonds shall be the date of the City's approval of each requisition certificate. The Trustee shall keep a record of the total requisitions submitted to the Trustee for the Project, and shall notify the City if the requisitions submitted exceed the maximum principal amount of the Bonds.

(f) The Bonds shall bear interest at the rate of 5.0% per annum on the Cumulative Outstanding Principal Amount of the Bonds. Such interest shall be payable in arrears on each December 1, commencing on December 1, 2021, and continuing thereafter until the Cumulative Outstanding Principal Amount is paid in full, but not later than December 1 of the 20th calendar year following the Completion Date. Interest shall be calculated on the basis of a year of 360 days consisting of 12 months of 30 days each.

(g) The Trustee shall keep and maintain a record of the amount deposited or deemed to be deposited into the Project Fund pursuant to the terms of this Indenture as the "Principal Amount Advanced" and shall enter the aggregate principal amount of the Bonds then-Outstanding on its records as the "Cumulative Outstanding Principal Amount." If the Trustee is holding the Bonds, such advanced

amounts shall be reflected on **Schedule I** to the Bonds. To the extent that advances are deemed to have been made pursuant to a requisition, the Trustee's records of such advances shall be based solely on the requisitions provided to it. On each date upon which a portion of the Cumulative Outstanding Principal Amount is paid to the Owners, pursuant to the redemption provisions of this Indenture, the Trustee shall enter on its records and **Schedule I** to the Bonds, if the Trustee is holding the Bonds, the principal amount paid on the Bonds as the "Principal Amount Redeemed" and shall enter the then-Outstanding principal amount of the Bonds as the "Cumulative Outstanding Principal Amount." The records maintained by the Trustee as to amounts deposited into the Project Fund or principal amounts paid on the Bonds shall be the official records of the Cumulative Outstanding Principal Amount for all purposes, absent manifest error, and shall be in substantially the form of the Table of Cumulative Outstanding Principal Amount as set out in the form of Bonds in **Exhibit B**. To the extent the Company sets-off its obligation to the City as lessee under the Lease against the City's obligation to the Company as permitted by **Section 204(e)** the Trustee shall not be required to confirm that such set-off has occurred. If any moneys are deposited by the Trustee into the Project Fund, then the Trustee shall provide a statement of receipts and disbursements with respect thereto to the City and the Company on a monthly basis. After the Project has been completed and the certificate of payment of all costs is filed as provided in **Section 504**, the Trustee, to the extent it has not already done so pursuant to this Section or **Section 1012**, shall file a final statement of receipts and disbursements with respect thereto with the City and the Company.

Section 209. Mutilated, Lost, Stolen or Destroyed Bonds. If any Bond becomes mutilated or is lost, stolen or destroyed, the City shall execute and the Trustee shall authenticate and deliver a new Bond of like series, date and tenor as the Bond mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the City and the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity satisfactory to the Trustee to save, defend and hold each of the City and the Trustee harmless. If any such Bond has matured, instead of delivering a substitute Bond, the Trustee may pay the same without surrender thereof. Upon the issuance of any substitute Bond, the City and the Trustee may require the payment of an amount sufficient to reimburse the City and the Trustee for any tax or other governmental charge that may be imposed in relation thereto and any other reasonable fees and expenses incurred in connection therewith.

Section 210. Cancellation and Destruction of Bonds Upon Payment.

(a) All Bonds that have been paid or redeemed or that the Trustee has purchased or that have otherwise been surrendered to the Trustee under this Indenture, either at or before maturity shall be canceled by the Trustee immediately upon the payment, redemption or purchase of such Bonds and the surrender thereof to the Trustee.

(b) All Bonds canceled under any of the provisions of this Indenture shall be destroyed by the Trustee in accordance with applicable laws and regulations and the Trustee's policies and practices. The Trustee shall execute a certificate describing the Bonds so destroyed, and shall file executed counterparts of such certificate with the City and the Company.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption of Bonds.

(a) The Bonds are subject to redemption and payment at any time before the stated maturity thereof, at the option of the City, upon written instructions from the Company, (1) in whole, if the Company, in accordance with the terms of the Lease, exercises its option to purchase the Project and deposits an amount sufficient to effect such purchase pursuant to the Lease on the applicable redemption date, or (2) in part, if the Company prepays additional Basic Rent pursuant to the Lease. If only a portion of the Bonds are to be redeemed, (A) Bonds aggregating at least 10% of the maximum aggregate principal amount of Bonds authorized hereunder shall not be subject to redemption and payment before the stated maturity thereof, and (B) the Trustee shall keep a record of the amount of Bonds to remain Outstanding following such redemption. Any redemption of Bonds pursuant to this paragraph shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the redemption date.

(b) The Bonds are subject to mandatory redemption, in whole or in part, to the extent of amounts deposited in the Bond Fund pursuant to **Section 9.1(f)** or **9.2(c)** of the Lease, in the event of substantial damage to or destruction or condemnation of substantially all of the Project. Bonds to be redeemed pursuant to this paragraph shall be called for redemption by the Trustee on the earliest practicable date for which timely notice of redemption may be given as provided hereunder. Any redemption of Bonds pursuant to this paragraph shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the redemption date. Before giving notice of redemption to the Owners pursuant to this paragraph (b), money in an amount equal to the redemption price shall have been deposited in the Bond Fund.

(c) At its option, the Company may deliver to the Trustee for cancellation any Bonds owned by the Company and not previously paid, and the Company shall receive a credit against the amounts payable by the Company for the redemption of such Bonds in an amount equal to the principal amount of the Bonds so tendered for cancellation, plus accrued interest.

Section 302. Effect of Call for Redemption. Before or on the date fixed for redemption, funds, Government Securities or a combination thereof, shall be placed with the Trustee which are sufficient to pay the Bonds called for redemption and accrued interest thereon, if any, to the redemption date. Upon the happening of the above conditions and appropriate written notice having been given, the Bonds or the portions of the principal amount of Bonds thus called for redemption shall cease to bear interest on the specified redemption date, shall no longer be entitled to the protection, benefit or security of this Indenture and shall not be deemed to be Outstanding under the provisions of this Indenture. If the Bonds are fully redeemed before maturity and an amount of money equal to the Trustee's and the Paying Agent's agreed to fees and expenses hereunder accrued and to accrue in connection with such redemption is paid or provided for, the City shall, at the Company's direction, deliver to the Company the items described in **Section 11.2** of the Lease.

Section 303. Notice of Redemption. If the Bonds are to be called for redemption as provided in **Section 301(a)**, the Company shall deliver written notice to the City and the Trustee that it has elected

to redeem all or a portion of the Bonds at least 40 days (10 days if there is one Owner) before the scheduled redemption date. The Trustee shall then deliver written notice to the Owners at least 30 days (five days if there is one Owner) before the scheduled redemption date by first-class mail (or facsimile, if there is one Owner) stating the date upon which the Bonds will be redeemed and paid, unless such notice period is waived by the Owners in writing.

ARTICLE IV

FORM OF BONDS

Section 401. Form Generally. The Bonds and the Trustee's Certificate of Authentication to be endorsed thereon shall be issued in substantially the forms set forth in **Exhibit B**. The Bonds may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any custom, usage or requirements of law with respect thereto.

ARTICLE V

CUSTODY AND APPLICATION OF BOND PROCEEDS

Section 501. Creation of Funds. There are hereby created and ordered to be established in the custody of the Trustee the following special trust funds in the name of the City:

(a) "City of Sikeston, Missouri, Project Fund -- Carlisle Construction Materials, LLC" (herein called the "Project Fund").

(b) "City of Sikeston, Missouri, Bond Fund -- Carlisle Construction Materials, LLC" (herein called the "Bond Fund").

Section 502. Deposits into the Project Fund. The proceeds of the sale of the Bonds (whether actually paid or deemed paid under **Section 208(d)**), including Additional Payments as defined in the Bond Purchase Agreement, when received, excluding such amounts required to be paid into the Bond Fund pursuant to **Section 601**, shall be deposited by the Trustee into the Project Fund. Any money received by the Trustee from any other source for the purpose of purchasing, constructing and installing the Project shall pursuant to any written directions from the Person depositing such moneys also be deposited into the Project Fund.

Section 503. Disbursements from the Project Fund.

(a) The moneys in the Project Fund shall be disbursed by the Trustee for the payment of, or reimbursement to the Company (or any other party that has made payment on behalf of the Company) for payment of, Project Costs upon receipt of requisition certificates signed by the Company in accordance with the provisions of **Article IV** of the Lease. The Trustee hereby covenants and agrees to disburse such moneys in accordance with such provisions.

(b) If, pursuant to **Section 208(d)** or **(e)**, the Trustee is deemed to have deposited into the Project Fund the amount specified in a requisition certificate submitted by the Company to the Trustee in accordance with the provisions of **Article IV** of the Lease, the Trustee shall upon endorsement of the

Bonds in an equal amount be deemed to have disbursed such funds from the Project Fund to the Company (or such other purchaser designated by the Company) in satisfaction of such requisition certificate. If the Trustee is holding the Bonds such deemed disbursement will be deemed to have been made on the date the Trustee endorses the Bonds with respect to such additional amount.

(c) In paying any requisition under this Section, the Trustee may rely as to the completeness and accuracy of all statements in such requisition certificate if such requisition certificate is signed by the Authorized Company Representative. If the City so requests in writing, a copy of each requisition certificate submitted to the Trustee for payment under this Section shall be promptly provided by the Trustee to the City. The City hereby authorizes and directs the Trustee to make disbursements in the manner and as provided for by the aforesaid provisions of the Lease.

Section 504. Completion of the Project. The completion of the purchase, construction and installation of the Project and payment of all costs and expenses incident thereto shall be evidenced by the filing with the Trustee of the certificate required by the provisions of **Section 4.5** of the Lease. As soon as practicable after the Completion Date any balance remaining in the Project Fund shall without further authorization be transferred by the Trustee to the Bond Fund and applied as provided in **Section 4.6** of the Lease.

Section 505. Disposition Upon Acceleration. If the principal of the Bonds has become due and payable pursuant to **Section 902**, upon the date of payment by the Trustee of any moneys due as hereinafter provided in **Article IX**, any balance remaining in the Project Fund shall without further authorization be deposited in the Bond Fund by the Trustee, with advice to the City and the Company of such action.

ARTICLE VI

REVENUES AND FUNDS

Section 601. Deposits into the Bond Fund.

(a) The Trustee shall deposit into the Bond Fund, as and when received, (1) all accrued interest on the Bonds, if any, paid by the Purchaser; (2) all Basic Rent payable by the Company to the City specified in **Section 5.1** of the Lease; (3) any Additional Rent payable by the Company specified in **Section 5.2** of the Lease; (4) any amount in the Project Fund to be transferred to the Bond Fund pursuant to **Section 504** upon completion of the Project or pursuant to **Section 505** upon acceleration of the Bonds; (5) subject to the terms and conditions of any Financing Document with respect to the use thereof, the balance of any Net Proceeds of condemnation awards or insurance received by the Trustee pursuant to **Article IX** of the Lease; (6) the amounts to be deposited in the Bond Fund pursuant to **Sections 9.1(f)** and **9.2(c)** of the Lease; (7) all interest and other income derived from investments of Bond Fund moneys as provided in **Section 702**; and (8) all other moneys received by the Trustee under and pursuant to any of the provisions of the Lease when accompanied by directions from the Person depositing such moneys that such moneys are to be paid into the Bond Fund.

(b) Whether or not deposits are being made to the Trustee, the Trustee shall notify the Company in writing, at least 15 days before each date on which a payment is due under **Section 5.1** of the Lease, of the amount that is payable by the Company pursuant to such Section.

Section 602. Application of Moneys in the Bond Fund.

(a) Except as provided in **Section 604** and **Section 908** hereof and **Section 4.6** of the Lease, moneys in the Bond Fund shall be expended solely for the payment of the principal of and interest on the Bonds as the same matures and becomes due or upon the redemption thereof before maturity; provided, however, that any amounts received by the Trustee as Additional Rent under **Section 5.2** of the Lease and deposited to the Bond Fund as provided in **Section 601** above, shall be expended by the Trustee for such items of Additional Rent as they are received or due without further authorization from the City.

(b) The City hereby authorizes and directs the Trustee to withdraw sufficient funds from the Bond Fund to pay the principal of and interest on the Bonds as the same becomes due and payable and to make said funds so withdrawn available to the Paying Agent for the purpose of paying said principal and interest.

(c) Whenever the amount in the Bond Fund from any source whatsoever is sufficient to redeem all of the Bonds Outstanding and to pay interest to accrue thereon before and until such redemption, the City covenants and agrees, upon request of the Company, to take and cause to be taken the necessary steps to redeem all such Bonds on the next succeeding redemption date for which the required redemption notice may be given or on such later redemption date as may be specified by the Company. The Trustee may use any moneys in the Bond Fund to redeem a part of the Bonds Outstanding in accordance with and to the extent permitted by **Article III** so long as the Company is not in default with respect to any payments under the Lease and to the extent said moneys are in excess of the amount required for payment of Bonds theretofore matured or called for redemption and past due interest, if any, in all cases when such Bonds have not been presented for payment.

(d) After payment in full of the principal of and interest, if any, on the Bonds (or provision has been made for the payment thereof as provided in this Indenture) and the fees, charges and expenses of the Trustee, the City and any Paying Agent and any other amounts required to be paid under this Indenture, the Lease and the Performance Agreement, all amounts remaining in the Bond Fund shall be paid to the Company upon the expiration or sooner termination of the Lease.

Section 603. Payments Due on Days Other than Business Days. In any case where the date of maturity of principal of or interest, if any, on the Bonds or the date fixed for redemption of any Bonds is not a Business Day, then payment of principal or interest, if any, need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest, if any, shall continue to accrue for the period after such date.

Section 604. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if funds sufficient to pay such Bond shall have been made available to the Trustee, all liability of the City to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such fund or funds, without liability for interest thereon, for the benefit of the Owner of such Bond who shall thereafter be restricted exclusively to such fund or funds for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond. If any Bond is not presented for payment within one year following the date when such Bond becomes due, whether by maturity or otherwise, the Trustee shall without liability for interest thereon repay to the Company the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured

obligation of the Company, and the Owner thereof may look only to the Company for payment, and then only to the extent of the amount so repaid, and the Company shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

ARTICLE VII

SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

Section 701. Moneys to be Held in Trust. All moneys deposited with or paid to the Trustee for account of the Bond Fund or the Project Fund under any provision of this Indenture, and all moneys deposited with or paid to any Paying Agent under any provision of this Indenture, shall be held by the Trustee or Paying Agent in trust and shall be applied only in accordance with the provisions of this Indenture and the Lease, and, until used or applied as herein provided, shall constitute part of the Trust Estate and be subject to the lien hereof. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder.

Section 702. Investment of Moneys in Project Fund and Bond Fund. Moneys held in the Project Fund and the Bond Fund shall, pursuant to written direction of the Company, signed by the Authorized Company Representative, be separately invested and reinvested by the Trustee in Investment Securities which mature or are subject to redemption by the Owner before the date such funds will be needed. If the Company fails to provide written directions concerning investment of moneys held in the Project Fund and the Bond Fund, the Trustee shall hold such amounts uninvested in cash. The Trustee may conclusively rely upon the Authorized Company Representative's written instructions as to both the suitability and legality of the directed investments and such written direction shall be deemed to be a certification that such directed investments constitute Investment Securities. The Trustee is specifically authorized to implement its automated cash investment system to assure that cash on hand is invested and to charge its normal cash management fees and cash sweep account fees, which may be deducted from income earned on investments; provided that any such fees shall not exceed the interest income on the investment. Any such Investment Securities shall be held by or under the control of the Trustee and shall be deemed at all times a part of the fund in which such moneys are originally held, and the interest accruing thereon and any profit realized from such Investment Securities shall be credited to such fund, and any loss resulting from such Investment Securities shall be charged to such fund. After the Trustee has notice pursuant to **Section 1001(h)** of the existence of an Event of Default, the Trustee shall direct the investment of moneys in the Bond Fund and the Project Fund. The Trustee shall sell and reduce to cash a sufficient amount of such Investment Securities whenever the cash balance in any fund is insufficient for the purposes of such fund. In determining the balance in any fund, investments in such fund shall be valued at the lower of their original cost or their fair market value as of the most recent Payment Date. The Trustee may make any and all investments permitted by the provisions of this Section through its own bond department or any affiliate or short-term investment department.

Section 703. Record Keeping. The Trustee shall maintain records designed to show compliance with the provisions of this Article and with the provisions of **Article VI** while any of the Bonds are Outstanding.

ARTICLE VIII

GENERAL COVENANTS AND PROVISIONS

Section 801. Payment of Principal and Interest. The City covenants and agrees that it will, but solely from the rents, revenues and receipts derived from the Project and the Lease as described herein, deposit or cause to be deposited in the Bond Fund sufficient sums payable under the Lease promptly to meet and pay the principal of and interest on the Bonds as they become due and payable at the place, on the dates and in the manner provided herein and in the Bonds according to the true intent and meaning thereof. Nothing herein shall be construed as requiring the City to operate the Project as a business other than as lessor or to use any funds or revenues from any source other than funds and revenues derived from the Project.

Section 802. Authority to Execute Indenture and Issue Bonds. The City covenants that it is duly authorized under the Constitution and laws of the State to execute this Indenture, to issue the Bonds and to pledge and assign the Trust Estate in the manner and to the extent herein set forth; that all action on its part for the execution and delivery of this Indenture and the issuance of the Bonds has been duly and effectively taken; that the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the City according to the import thereof.

Section 803. Performance of Covenants. The City covenants that it will faithfully perform or cause to be performed at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in the Bonds and in all proceedings of its City Council pertaining thereto. The Trustee may take such action as it deems appropriate to enforce all such covenants, undertakings, stipulations and provisions of the City hereunder.

Section 804. Instruments of Further Assurance. The City covenants that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such Supplemental Indentures and such further acts, instruments, financing statements and other documents as the Trustee may reasonably require for the better pledging and assigning unto the Trustee the property and revenues herein described to the payment of the principal of and interest, if any, on the Bonds, upon being first indemnified by the Company for the cost thereof. The City covenants and agrees that, except as herein and in the Lease provided, it will not sell, convey, mortgage, encumber or otherwise dispose of any part of the Project or the rents, revenues and receipts derived therefrom or from the Lease, or of its rights under the Lease.

Section 805. Recordings and Filings. The City shall file or cause to be kept and filed all financing statements and hereby authorizes and directs the Trustee to file or cause to be kept and filed continuation statements with respect to such originally filed financing statements related to this Indenture and all supplements hereto and such other documents as may be required under the Uniform Commercial Code to fully preserve and protect the security of the Owners and the rights of the Trustee hereunder. The City will cooperate in causing this Indenture and all Supplemental Indentures, the Lease and all Supplemental Leases and all other security instruments to be recorded and filed in such manner and in such places as may be required by law to fully preserve and protect the security of the Owners and the rights of the Trustee hereunder. The Trustee shall file continuation statements with respect to each Uniform Commercial Code financing statement relating to the Trust Estate filed by the City at the time of the issuance of the Bonds; provided that a copy of the filed initial financing statement is timely delivered to the Trustee. In addition, unless the Trustee has been notified in writing by the City that any such initial filing or description of collateral was or has become defective, the Trustee shall be fully protected in

(a) relying on such initial filing and description of collateral in filing any financing or continuation statements or modifications thereto pursuant to this Section, and (b) filing any continuation statements in the same filing office as the initial filing was made. The Company shall be responsible for the customary fees charged by the Trustee for the preparation and filing of continuation statements and for the reasonable costs incurred by the Trustee in the preparation and filing of all continuation statements hereunder, including attorneys' fees and expenses. These fees shall be considered "extraordinary services" fees.

Section 806. Inspection of Project Books. The City covenants and agrees that all books and documents in its possession relating to the Project and the rents, revenues and receipts derived from the Project shall at all times be open to inspection by such accountants or other agencies as the Trustee may from time to time designate.

Section 807. Enforcement of Rights Under the Lease. The Trustee, as assignee, transferee, pledgee and owner of a security interest under this Indenture, in its name or in the name of the City, may enforce all assigned rights of the City and the Trustee and all obligations of the Company under and pursuant to the Lease for and on behalf of the Owners, whether or not the City is in default hereunder.

ARTICLE IX

DEFAULT AND REMEDIES

Section 901. Events of Default; Notice; Opportunity to Cure. If any of the following events occur, it is hereby defined as and declared to be and to constitute an "Event of Default":

- (a) Default in the due and punctual payment of the principal of any Bond, whether at the stated maturity or accelerated maturity thereof, or at any date fixed for the redemption thereof;
- (b) Default in the due and punctual payment of the interest on any Bond, whether at the stated maturity or accelerated maturity thereof, or at any date fixed for the redemption thereof;
- (c) Default as specified in **Section 12.1** of the Lease has occurred; or
- (d) Default in the performance or breach of any other covenant or agreement under this Indenture.

No default specified above shall constitute an Event of Default until the City, the Trustee or the Owners of 25% in aggregate principal amount of all Bonds Outstanding has given actual notice of such default by registered or certified mail or a recognized overnight delivery service to the Company and each Financing Party, and the Company and each Financing Party have had 30 days after receipt of such notice to correct said default or cause said default to be corrected and has not corrected said default or caused said default to be corrected within such period; provided, however, if any such default (other than a default in the payment of any money) is such that it cannot be corrected within such period, it shall not constitute an Event of Default if corrective action is instituted by the Company, any Financing Party or the City, as the case may be, within such period and diligently pursued until the default is corrected; provided, further that the Trustee is provided with a certification from the defaulting party to the effect that such default cannot be corrected within such period and the Company, any Financing Party or the City, as the case may be, has commenced or will promptly commence corrective action within such

period and will diligently pursue such action until the default is corrected. Nothing herein shall constitute an obligation of any Financing Party to cure any defaults hereunder.

Section 902. Acceleration of Maturity in Event of Default.

(a) If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses, the Trustee may, and upon the written request of the City or the Owners of not less than 25% in aggregate principal amount of Bonds then-Outstanding, shall, by notice in writing delivered to the City, each Financing Party and the Company, declare the principal of all Bonds then-Outstanding and the interest accrued thereon immediately due and payable, and such principal and interest and all other amounts due hereunder shall thereupon become and be immediately due and payable.

(b) If, at any time after such declaration, but before the Bonds have matured by their terms, all overdue installments of principal and interest upon the Bonds, together with the reasonable and proper expenses of the Trustee, and all other sums then payable by the City under this Indenture are either paid or provisions satisfactory to the Trustee are made for such payment, then and in every such case the Trustee shall, but only with the approval of a majority of the Owners of the Bonds then-Outstanding, rescind such declaration and annul such default in its entirety. In such event, the Trustee shall rescind any declaration of acceleration of installments of rent payments on the Bonds as provided in **Section 11.1** of the Lease.

(c) In case of any rescission, then and in every such case the City, the Trustee, the Company and the Owners shall be restored to their former positions and rights hereunder respectively, but no such rescission shall extend to any subsequent or other default or Event of Default or impair any right consequent thereon.

Section 903. Surrender of Possession of Trust Estate; Rights and Duties of Trustee in Possession. If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses, the City, upon demand of the Trustee, shall forthwith surrender the possession of, and it shall be lawful for the Trustee, by such officer or agent as it may appoint, to take possession of all or any part of the Trust Estate, together with the books, papers and accounts of the City pertaining thereto, and including the rights and the position of the City under the Lease, and to hold, operate and manage the same, and from time to time make all needful repairs and improvements. The Trustee may lease the Project or any part thereof, in the name and for account of the City, and collect, receive and sequester the rents, revenues and receipts therefrom, and out of the same and any moneys received from any receiver of any part thereof pay, and set up proper reserves for the payment of all proper costs and expenses of so taking, holding and managing the same, including without limitation (a) reasonable compensation to the Trustee, its agents and counsel, (b) any reasonable charges of the Trustee hereunder, (c) any taxes and assessments and other charges before the lien of this Indenture, (d) all expenses of such repairs and improvements and (e) any amounts payable under the Performance Agreement. The Trustee shall apply the remainder of the moneys so received in accordance with the provisions of **Section 908**. Whenever all that is due upon the Bonds has been paid and all defaults cured, the Trustee shall surrender possession of the Trust Estate to the City, its successors or assigns, the same right of entry, however, to exist upon any subsequent Event of Default. While in possession of such property, the Trustee shall render annually to the City and the Company a summarized statement of receipts and expenditures in connection therewith.

Section 904. Appointment of Receivers in Event of Default. If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses, and upon the

filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Owners under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate or any part thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

Section 905. Exercise of Remedies by the Trustee.

(a) Upon the occurrence of an Event of Default, the Trustee may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce the payment of the principal of and interest on the Bonds then-Outstanding and all other amounts due hereunder, and to enforce and compel the performance of the duties and obligations of the City or the Company as herein set forth or as set forth in the Lease, respectively.

(b) If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses, and if requested in writing to do so by (1) the City (in the case of an Event of Default pursuant to **Section 12.1(a)** (but only as it relates to Additional Rent), **(b)** (but only as it relates to Unassigned Rights), **(c)** or **(d)** of the Lease), or (2) the Owners of 25% in aggregate principal amount of Bonds then-Outstanding and indemnified as provided in **Section 1001(l)**, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Article as the Trustee, being advised by counsel, shall deem most expedient and in the interests of the City or the Owners, as the case may be.

(c) All rights of action under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without necessity of joining as plaintiffs or defendants any Owners, and any recovery of judgment shall, subject to the provisions of **Section 908**, be for the equal benefit of all the Owners of the Outstanding Bonds.

Section 906. Limitation on Exercise of Remedies by Owners. No Owner shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust hereunder or for the appointment of a receiver or any other remedy hereunder, unless (a) a default has occurred of which the Trustee has been notified as provided in **Section 1001(h)** or of which by said subsection the Trustee is deemed to have notice, (b) such default has become an Event of Default, (c) the Owners of 25% in aggregate principal amount of Bonds then-Outstanding have made written request to the Trustee, have offered it reasonable opportunity either to proceed for such reasonable period not to exceed 60 days following such notice and to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, and have offered to the Trustee indemnity as provided in **Section 1001(l)**, and (d) the Trustee thereafter fails or refuses to exercise the powers herein granted or to institute such action, suit or proceeding in its own name; such notification, request and offer of indemnity are hereby declared in every case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder, it being understood and intended that no one or more Owners shall have any right in any manner whatsoever to affect, disturb or prejudice this Indenture by their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the Owners of all Bonds then-Outstanding. Nothing in this Indenture contained shall, however, affect or impair the right of any Owner to payment of the principal of and interest on any Bond at and after the

maturity thereof or the obligation of the City to pay the principal of and interest on each of the Bonds issued hereunder to the respective Owners thereof at the time, place, from the source and in the manner herein and in the Bonds expressed.

Section 907. Right of Owners to Direct Proceedings.

(a) The Owners of a majority in aggregate principal amount of Bonds then-Outstanding may, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture, including **Section 1001(l)**.

(b) Notwithstanding any provision in this Indenture to the contrary, including paragraph (a) of this Section, the Owners shall not have the right to control or direct any remedies hereunder upon an Event of Default under **Section 12.1(a)** (but only as it relates to Additional Rent), **(b)** (but only as it relates to Unassigned Rights), **(c)** or **(d)** of the Lease.

Section 908. Application of Moneys in Event of Default.

(a) All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall first be applied to the costs and expenses of the proceedings resulting in the collection of such moneys and of the fees, expenses, liabilities and advances incurred or made by the Trustee (including any attorneys' fees and expenses) or amounts to be paid pursuant to **Section 903** and second be applied to the obligations outstanding under the Lease and the Performance Agreement. Any remaining moneys shall be deposited in the Bond Fund and applied as follows:

(1) Unless the principal of all the Bonds has become or has been declared due and payable, all such moneys shall be applied:

FIRST -- To the payment to the Persons entitled thereto of all installments of interest, if any, then due and payable on the Bonds, in the order in which such installments of interest became due and payable, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment, ratably, according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or privilege;

SECOND -- To the payment to the Persons entitled thereto of the unpaid principal of any of the Bonds which shall have become due and payable (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of this Indenture), in the order of their due dates, and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment, ratably, according to the amount of principal due on such date, to the Persons entitled thereto, without any discrimination or privilege.

(2) If the principal of all the Bonds has become due or has been declared due and payable, all such moneys shall be applied to the payment of the principal and interest, if any, then due and unpaid on all of the Bonds, without preference or priority of principal over interest or of interest over principal or of any installment of interest over any other installment of interest or of

any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the Persons entitled thereto, without any discrimination or privilege.

(3) If the principal of all the Bonds has been declared due and payable, and if such declaration thereafter has been rescinded and annulled under the provisions of **Section 910**, then, subject to the provisions of subsection (2) of this Section if the principal of all the Bonds later becomes due or is declared due and payable, the moneys shall be applied in accordance with the provisions of subsection (1) of this Section.

(b) Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times and from time to time as the Trustee shall determine, having due regard to the amount of such moneys available and which may become available for such application in the future. Whenever the Trustee shall apply such moneys, it shall fix the date (which shall be a Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue.

(c) Whenever all of the Bonds and interest thereon, if any, have been paid under the provisions of this Section, and all fees, expenses and charges of the City and the Trustee and any other amounts required to be paid under this Indenture and the Lease have been paid (including any amounts payable under the Performance Agreement), any balance remaining in the Bond Fund shall be paid to the Company as provided in **Section 602**.

Section 909. Remedies Cumulative. No remedy by the terms of this Indenture conferred upon or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Owners hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right, power or remedy accruing upon any Event of Default shall impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein; every such right, power or remedy may be exercised from time to time and as often as may be deemed expedient. If the Trustee has proceeded to enforce any right under this Indenture by the appointment of a receiver, by entry, or otherwise, and such proceedings have been discontinued or abandoned for any reason, or have been determined adversely, then and in every such case the City, the Company, the Trustee and the Owners shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 910. Waivers of Events of Default. The Trustee shall waive any Event of Default hereunder and its consequences and rescind any declaration of maturity of principal of and interest, if any, on the Bonds, but only upon the written request of the Owners of at least 50% in aggregate principal amount of all the Bonds then-Outstanding; provided, however, that (a) there shall not be waived without the consent of the City an Event of Default hereunder arising from an Event of Default under **Section 12.1(a)** (but only as it relates to Additional Rent), **(b)** (but only as it relates to Unassigned Rights), **(c)** or **(d)** of the Lease, and (b) there shall not be waived without the consent of the Owners of all the Bonds Outstanding (1) any Event of Default in the payment of the principal of any Outstanding Bonds when due (whether at the date of maturity or redemption specified therein), or (2) any Event of Default in the payment when due of the interest on any such Bonds, unless before such waiver or rescission, all arrears of interest, or all arrears of payments of principal when due, as the case may be, and all reasonable expenses of the Trustee and the City (including reasonable attorneys' fees and expenses), in connection with such default, have been paid or provided for. In case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such default has been discontinued or abandoned or

determined adversely, then and in every such case the City, the Company, the Trustee and the Owners shall be restored to their former positions, rights and obligations hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

ARTICLE X

THE TRUSTEE

Section 1001. Acceptance of the Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, and agrees to perform all ministerial duties and obligations of the City hereunder (except as otherwise provided in **Section 805**) but only upon and subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Indenture against the Trustee:

(a) The Trustee, before the occurrence of an Event of Default and after the curing or waiver of all Events of Default that may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. If any Event of Default has occurred and is continuing, subject to **Section 1001(I)** below, the Trustee shall exercise such of the rights and powers vested in it by this Indenture and shall use the same degree of care and skill in their exercise as a prudent Person would exercise or use under the circumstances in the conduct of its own affairs.

(b) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or through agents, affiliates, attorneys or receivers and shall not be responsible for any misconduct or negligence on the part of any agent, attorney or receiver appointed or chosen by it with due care. The Trustee may conclusively rely upon and act or refrain from acting upon any opinion or advice of counsel, who may be counsel to the City or to the Company, concerning all matters of trust hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such agents, attorneys and receivers as may reasonably be employed in connection with the trusts hereof. The Trustee shall not be responsible for any loss or damage resulting from any action or nonaction by it taken or omitted to be taken in good faith in reliance upon such opinion or advice of counsel addressed to the City and the Trustee.

(c) The Trustee shall not be responsible for any recital herein or in the Bonds (except with respect to the Certificate of Authentication of the Trustee endorsed on the Bonds), or except as provided in the Lease and particularly **Section 10.8** thereof, for the recording or rerecording, filing or refiling of this Indenture or any security agreement in connection therewith (excluding the continuation of Uniform Commercial Code financing statements), or for insuring the Project or collecting any insurance moneys, or for the validity of the execution by the City of this Indenture or of any Supplemental Indentures or instruments of further assurance, or for the sufficiency of the security of the Bonds. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with **Article VII**.

(d) The Trustee shall not be accountable for the use of any Bonds authenticated and delivered hereunder. The Trustee, in its individual or any other capacity, may become the Owner

or pledgee of Bonds with the same rights that it would have if it were not the Trustee. The Trustee shall not be accountable for the use or application by the City or the Company of the proceeds of any of the Bonds or of any money paid to or upon the order of the City or the Company under any provision of this Indenture.

(e) The Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, affidavit, letter, telegram or other paper or document provided for under this Indenture believed by it to be genuine and correct and to have been signed, presented or sent by the proper Person or Persons. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any Person who, at the time of making such request or giving such authority or consent is an Owner, shall be conclusive and binding upon all future Owners of the same Bond and upon Bonds issued in exchange therefor or upon transfer or in place thereof.

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, or whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established before taking, suffering or omitting any action hereunder, the Trustee may rely upon a certificate signed by an Authorized City Representative or an Authorized Company Representative as sufficient evidence of the facts therein contained, and before the occurrence of a default of which the Trustee has been notified as provided in subsection (h) of this Section or of which by said subsection it is deemed to have notice, the Trustee shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same.

(g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its negligence or willful misconduct.

(h) The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder except failure by the City to cause to be made any of the payments to the Trustee required to be made in **Article VI**, unless a Responsible Officer of the Trustee is specifically notified in writing of such default by the City or by the Owners of at least 25% in aggregate principal amount of all Bonds then-Outstanding.

(i) At any and all reasonable times and subject to the Company's reasonable and standard security procedures, the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives may, but shall not be required to, inspect any and all of the Project, and all books, papers and records of the City pertaining to the Project and the Bonds, and to take such memoranda from and in regard thereto as may be desired. The Trustee shall treat all proprietary information of the Company as confidential.

(j) The Trustee shall not be required to give any bond or surety in respect to the execution of its trusts and powers hereunder or otherwise in respect of the Project.

(k) The Trustee may, but shall not be required to, demand, in respect of the authentication of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Indenture, any showings, certificates, opinions,

appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required, as a condition of such action by the Trustee deemed desirable for the purpose of establishing the right of the City to the authentication of any Bonds, the withdrawal of any cash, the release of any property or the taking of any other action by the Trustee.

(l) Notwithstanding anything in this Indenture or the Lease to the contrary, before taking any action under this Indenture other than the payments from moneys on deposit in the Project Fund or the Bond Fund, as provided herein, the Trustee may require that satisfactory indemnity be furnished to it for the reimbursement of all costs and expenses to which it may be put and to protect it against all liability which it may incur in or by reason of such action, except liability which is adjudicated to have resulted from its negligence or willful misconduct by reason of any action so taken.

(m) Notwithstanding any other provision of this Indenture to the contrary, any provision relating to the conduct of or intended to provide authority to act, right to payment of fees and expenses, protection, immunity and indemnification to the Trustee, shall be interpreted to include any action of the Trustee, whether it is deemed to be in its capacity as Trustee, bond registrar or Paying Agent.

(n) No provision of this Indenture or any other agreement executed in connection herewith shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder or in the exercise of any of its rights or powers.

Section 1002. Fees, Charges and Expenses of the Trustee. The Trustee shall be entitled to payment of and/or reimbursement for reasonable fees for its ordinary services rendered hereunder and all advances, agent and counsel fees and other ordinary expenses reasonably made or incurred by the Trustee in connection with such ordinary services. If it becomes necessary for the Trustee to perform extraordinary services, it shall be entitled to reasonable extra compensation therefor and to reimbursement for reasonable extraordinary expenses in connection therewith; provided that if such extraordinary services or extraordinary expenses are caused by the neglect or willful misconduct of the Trustee, it shall not be entitled to compensation or reimbursement therefor. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as Paying Agent for the Bonds. Pursuant to the provisions of **Section 5.2** of the Lease, the Company has agreed to pay to the Trustee all reasonable fees, charges and expenses of the Trustee under this Indenture. The Trustee agrees that the City shall have no liability for any reasonable fees, charges and expenses of the Trustee, and the Trustee agrees to look only to the Company for the payment of all reasonable fees, charges and expenses of the Trustee and any Paying Agent as provided in the Lease. Upon the occurrence of an Event of Default and during its continuance, the Trustee shall have a lien with right of payment before payment on account of principal of or interest on any Bond, upon all moneys in its possession under any provisions hereof for the foregoing reasonable advances, fees, costs and expenses incurred. The Trustee's right to compensation and indemnification shall survive the satisfaction and discharge of this Indenture or its resignation or removal hereunder and payment in full of the Bonds.

Section 1003. Notice to Owners if Default Occurs. If a default occurs of which the Trustee is by **Section 1001(h)** required to take notice or if notice of default is given as in said subsection (h) provided, then the Trustee shall give written notice thereof to the last known Owners of all Bonds then-Outstanding as shown by the bond registration books required by **Section 206** to be kept at the corporate trust office of the Trustee.

Section 1004. Intervention by the Trustee. In any judicial proceeding to which the City is a party and which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of Owners, the Trustee may intervene on behalf of Owners and, subject to the provisions of **Section 1001(I)**, shall do so if requested in writing by the Owners of at least 25% of the aggregate principal amount of Bonds then-Outstanding.

Section 1005. Successor Trustee Upon Merger, Consolidation or Sale. With the prior written consent of the Company, any corporation or association into which the Trustee may be merged or converted or with or into which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, shall be and become successor Trustee hereunder and shall be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

Section 1006. Resignation of Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving 30 days' written notice to the City, the Company and the Owners, and such resignation shall take effect at the end of such 30 days, or upon the earlier appointment of a successor Trustee by the Owners or by the City; provided, however, that in no event shall the resignation of the Trustee or any successor trustee become effective until such time as a successor Trustee has been appointed and has accepted the appointment. If no successor has been appointed and accepted the appointment within 30 days after the giving of such notice of resignation, the Trustee may, at the Company's expense, petition any court of competent jurisdiction for the appointment of a successor Trustee.

Section 1007. Removal of Trustee. The Trustee may be removed at any time, with or without cause, by an instrument or concurrent instruments in writing (a) delivered to the Trustee, the City and the Company and signed by the Owners of a majority in aggregate principal amount of Bonds then-Outstanding, or (b) so long as no Event of Default under this Indenture or the Lease shall have occurred and be continuing, delivered to the Trustee, the City and the Owners and signed by the Company.

Section 1008. Appointment of Successor Trustee. If the Trustee hereunder resigns or is removed, or otherwise becomes incapable of acting hereunder, or if it is taken under the control of any public officer or officers or of a receiver appointed by a court, a successor Trustee (a) reasonably acceptable to the City may be appointed by the Company (so long as no Event of Default has occurred and is continuing), or (b) reasonably acceptable to the City and the Company may be appointed by the Owners of a majority in aggregate principal amount of Bonds then-Outstanding, by an instrument or concurrent instruments in writing; provided, nevertheless, that in case of such vacancy, the City, by an instrument executed and signed by its Mayor and attested by its City Clerk under its seal, may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed in the manner above provided. Any such temporary Trustee so appointed by the City shall immediately and without further acts be superseded by the successor Trustee so appointed as provided above. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank in good standing and qualified to accept such trust with a corporate trust office in the State, and having, or whose obligations are guaranteed by a financial institution having, a reported capital, surplus and undivided profits of not less than \$50,000,000. If no successor Trustee has been so appointed and accepted appointment in the manner herein provided, the Trustee, at the Company's expense, or any Owner may petition any court of competent jurisdiction for the appointment of a successor Trustee, until a successor has been appointed as above provided.

Section 1009. Vesting of Trusts in Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the City and the Company an instrument in writing accepting such appointment hereunder, and thereupon such successor shall, without any further act, deed or conveyance, become fully vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of its predecessor and the duties and obligations of such predecessor hereunder shall thereafter cease and terminate; but such predecessor shall, nevertheless, on the written request of the City, execute and deliver an instrument transferring to such successor Trustee all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of such predecessor hereunder; every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the City be required by any predecessor or successor Trustee for more fully and certainly vesting in such successor the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereby vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the City.

Section 1010. Right of Trustee to Pay Taxes and Other Charges. If any tax, assessment or governmental or other charge upon, or insurance premium with respect to, any part of the Project is not paid as required herein or in the Lease, the Trustee may pay such tax, assessment or governmental charge or insurance premium, without prejudice, however, to any rights of the Trustee or the Owners hereunder arising in consequence of such failure; any amount at any time so paid under this Section, with interest thereon from the date of payment at the rate of 10% per annum, shall become an additional obligation secured by this Indenture, and the same shall be given a preference in payment over any payment of principal of or interest on the Bonds, and shall be paid out of the proceeds of rents, revenues and receipts collected from the Project, if not otherwise caused to be paid; but the Trustee shall be under no obligation to make any such payment unless it has been requested to do so by the Owners of at least 25% of the aggregate principal amount of Bonds then-Outstanding and has been provided adequate funds for the purpose of such payment.

Section 1011. Trust Estate May be Vested in Co-Trustee.

(a) It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the State) denying or restricting the right of banking corporations or associations to transact business as trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture or the Lease, and in particular in case of the enforcement of either this Indenture or the Lease upon the occurrence of an Event of Default or if the Trustee deems that by reason of any present or future law of any jurisdiction it cannot exercise any of the powers, rights or remedies herein granted to the Trustee, or take any other action which may be desirable or necessary in connection therewith, it may be necessary or desirable that the Trustee appoint an additional individual or institution as a co-trustee or separate trustee, and the Trustee is hereby authorized to appoint such co-trustee or separate trustee.

(b) If the Trustee appoints an additional individual or institution as a co-trustee or separate trustee (which appointment shall be subject to the approval of the Company), each and every remedy, power, right, claim, demand, cause of action, immunity, title, interest and lien expressed or intended by this Indenture to be exercised by the Trustee with respect thereto shall be exercisable by such co-trustee or separate trustee but only to the extent necessary to enable such co-trustee or separate trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such co-trustee or separate trustee shall run to and be enforceable by either of them.

(c) Should any deed, conveyance or instrument in writing from the City be required by the co-trustee or separate trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to such co-trustee such properties, rights, powers, trusts, duties and obligations, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the City.

(d) If any co-trustee or separate trustee shall die, become incapable of acting, resign or be removed, all the properties, rights, powers, trusts, duties and obligations of such co-trustee or separate trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a successor to such co-trustee or separate trustee.

Section 1012. Accounting. The Trustee shall render an annual accounting for the period ending December 31 of each year to the City, the Company and to any Owner requesting the same and, upon the request of the City, the Company or any Owner, at such Owner's expense, a monthly accounting to any such party, showing in reasonable detail all financial transactions relating to the Trust Estate during the accounting period and the balance in any funds or accounts created by this Indenture as of the beginning and close of such accounting period.

Section 1013. Performance of Duties Under the Lease. The Trustee hereby accepts and agrees to perform all duties and obligations assigned to it under the Lease.

ARTICLE XI

SUPPLEMENTAL INDENTURES

Section 1101. Supplemental Indentures Not Requiring Consent of Owners. The City and the Trustee may from time to time, without the consent of or notice to any of the Owners, enter into such Supplemental Indenture or Supplemental Indentures as shall not be inconsistent with the terms and provisions hereof, for any one or more of the following purposes:

(a) To cure any ambiguity or formal defect or omission in this Indenture, or to make any other change which, in the judgment of the Trustee, is not to the material prejudice of the Trustee or the Owners (provided the Trustee shall be entitled to receive and may rely upon an opinion of counsel in exercising such judgment);

(b) To grant to or confer upon the Trustee for the benefit of the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners or the Trustee or either of them;

(c) To more precisely identify any portion of the Project or to add additional property thereto;

(d) To conform the Indenture to amendments to the Lease made by the City and the Company; or

(e) To subject to this Indenture additional revenues, properties or collateral.

Section 1102. Supplemental Indentures Requiring Consent of Owners.

(a) Exclusive of Supplemental Indentures covered by **Section 1101** and subject to the terms and provisions contained in this Section, and not otherwise, the Owners of not less than a majority in aggregate principal amount of the Bonds then-Outstanding may, from time to time, anything contained in this Indenture to the contrary notwithstanding, consent to and approve the execution by the City and the Trustee of such other Supplemental Indenture or Supplemental Indentures as shall be deemed necessary and desirable by the City for the purpose of modifying, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any Supplemental Indenture; provided, however, that without the consent of the Owners of 100% of the principal amount of the Bonds then-Outstanding, nothing in this Section contained shall permit or be construed as permitting (1) an extension of the maturity or a shortening of the redemption date of the principal of or interest, if any, on any Bond issued hereunder, or (2) a reduction in the principal amount of any Bond or the rate of interest thereon, if any, or (3) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (4) a reduction in the aggregate principal amount of Bonds the Owners of which are required for consent to any such Supplemental Indenture.

(b) If the City requests the Trustee to enter into any such Supplemental Indenture for any of the purposes of this Section, the Trustee shall cause notice of the proposed execution of such Supplemental Indenture to be mailed to each Owner as shown on the bond registration books required by **Section 206**. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the corporate trust office of the Trustee for inspection by all Owners. If within 60 days or such longer period as may be prescribed by the City following the mailing of such notice, the Owners of not less than a majority in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Indenture shall have consented to and approved the execution thereof as herein provided, no Owner shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the City from executing the same or from taking any action pursuant to the provisions thereof.

Section 1103. Company's Consent to Supplemental Indentures. Anything herein to the contrary notwithstanding, a Supplemental Indenture under this Article shall not become effective unless and until the Company and any Financing Party have consented in writing to the execution and delivery of such Supplemental Indenture. The Trustee shall cause notice of the proposed execution and delivery of any Supplemental Indenture (regardless of whether it affects the Company's rights) together with a copy of the proposed Supplemental Indenture to be mailed to the Company and any Financing Party of which the Trustee has received written notice thereof at least 15 days before the proposed date of execution and delivery of the Supplemental Indenture.

Section 1104. Opinion of Counsel. In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by this Article or the modification thereby of the trusts created by this Indenture, the Trustee and the City shall receive, and, shall be fully protected in relying upon, an opinion of counsel addressed and delivered to the Trustee and the City stating that the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture and will, upon the execution and delivery thereof, be a valid and binding obligation of the City. The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture which affects the Trustee's rights, duties or immunities under this Indenture or otherwise.

ARTICLE XII

SUPPLEMENTAL LEASES

Section 1201. Supplemental Leases Not Requiring Consent of Owners. The City and the Trustee shall, without the consent of or notice to the Owners, consent to the execution of any Supplemental Lease or Supplemental Leases by the City and the Company as may be required (a) by the provisions of the Lease and this Indenture, (b) for the purpose of curing any ambiguity or formal defect or omission in the Lease, (c) so as to more precisely identify the Project or add additional property thereto or (d) in connection with any other change therein which, in the judgment of the Trustee, does not materially and adversely affect the Trustee or security for the Owners (provided the Trustee is entitled to receive and rely upon an opinion of counsel in exercising such judgment).

Section 1202. Supplemental Leases Requiring Consent of Owners. Except for Supplemental Leases as provided for in **Section 1201**, neither the City nor the Trustee shall consent to the execution of any Supplemental Lease or Supplemental Leases by the City or the Company without the mailing of notice and the obtaining of the written approval or consent of the Owners of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding given and obtained as provided in **Section 1102**. If at any time the City and the Company shall request the consent of the Trustee to any such proposed Supplemental Lease, the Trustee shall cause notice of such proposed Supplemental Lease to be mailed in the same manner as provided in **Section 1102** with respect to Supplemental Indentures. Such notice shall briefly set forth the nature of such proposed Supplemental Lease and shall state that copies of the same are on file in the corporate trust office of the Trustee for inspection by all Owners. If within 60 days or such longer period as may be prescribed by the City following the mailing of such notice, the Owners of not less than a majority in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Lease shall have consented to and approved the execution thereof as herein provided, no Owner shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the City from executing the same or from taking any action pursuant to the provisions thereof.

Section 1203. Opinion of Counsel. In executing or consenting to any Supplemental Lease permitted by this Article, the City and the Trustee shall receive, and shall be fully protected in relying upon, an opinion of counsel addressed to the Trustee and the City stating that the execution of such Supplemental Lease is authorized or permitted by the Lease and this Indenture and the applicable law and will upon the execution and delivery thereof be valid and binding obligations of the parties thereto.

ARTICLE XIII

SATISFACTION AND DISCHARGE OF INDENTURE

Section 1301. Satisfaction and Discharge of this Indenture.

(a) When the principal of and interest on all the Bonds have been paid in accordance with their terms or provision has been made for such payment, as provided in **Section 1302**, and provision also made for paying all other sums payable hereunder and under the Lease and the Performance Agreement, including the reasonable fees and expenses of the Trustee, the City and the Paying Agent to the date of retirement of the Bonds, then the right, title and interest of the Trustee in respect hereof shall thereupon

cease, determine and be void. Thereupon, the Trustee shall cancel, discharge and release this Indenture and shall upon the written request of the City or the Company execute, acknowledge and deliver to the City such instruments of satisfaction and discharge or release as shall be required to evidence such release and the satisfaction and discharge of this Indenture, and shall assign and deliver to the City (subject to the City's obligations under **Section 11.2** of the Lease) any property at the time subject to this Indenture which may then be in its possession, except amounts in the Bond Fund required to be paid to the Company under **Section 602** and except funds or securities in which such funds are invested held by the Trustee for the payment of the principal of and interest on the Bonds.

(b) The City is hereby authorized to accept a certificate by the Trustee that the whole amount of the principal and interest, if any, so due and payable upon all of the Bonds then-Outstanding has been paid or such payment provided for in accordance with **Section 1302** as evidence of satisfaction of this Indenture, and upon receipt thereof shall cancel and erase the inscription of this Indenture from its records.

Section 1302. Bonds Deemed to be Paid.

(a) Bonds shall be deemed to be paid within the meaning of this Article when payment of the principal of and interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided in this Indenture, or otherwise), either (1) have been made or caused to be made in accordance with the terms thereof, or (2) have been provided for by depositing with the Trustee or other commercial bank or trust company having full trust powers and authorized to accept trusts in the State in trust and irrevocably set aside exclusively for such payment (A) moneys sufficient to make such payment or (B) Government Securities maturing as to principal and interest in such amount and at such times as will ensure the availability of sufficient moneys to make such payment, or (3) have been provided for by surrendering the Bonds to the Trustee for cancellation. At such time as Bonds are deemed to be paid hereunder, as aforesaid, they shall no longer be secured by or entitled to the benefits of this Indenture, except for the purposes of such payment from such moneys or Government Securities.

(b) Notwithstanding the foregoing, in the case of Bonds which by their terms may be redeemed before the stated maturities thereof, no deposit under clause (2) of the immediately preceding paragraph shall be deemed a payment of such Bonds as aforesaid until, as to all such Bonds which are to be redeemed before their respective stated maturities, proper notice of such redemption has been given in accordance with **Article III** or irrevocable instructions have been given to the Trustee to give such notice.

(c) Notwithstanding any provision of any other section of this Indenture which may be contrary to the provisions of this Section, all moneys or Government Securities set aside and held in trust pursuant to the provisions of this Section for the payment of Bonds shall be applied to and used solely for the payment of the particular Bonds, with respect to which such moneys or Government Securities have been so set aside in trust.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 1401. Consents and Other Instruments by Owners.

(a) Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Owners may be in any number of concurrent writings of

similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds (other than the assignment of ownership of a Bond) if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken, suffered or omitted under any such instrument, namely:

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

(2) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of such Bonds, and the date of holding the same shall be proved by the registration books of the City maintained by the Trustee pursuant to **Section 206**.

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

Section 1402. Limitation of Rights Under this Indenture. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give any Person other than the parties hereto, and the Owners, if any, any right, remedy or claim under or in respect to this Indenture, this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto, the Financing Parties, if any, and the Owners, as herein provided.

Section 1403. Notices. It shall be sufficient service of any notice, request, complaint, demand or other paper required by this Indenture to be given or filed with the City, the Trustee or the Company if the same is duly mailed by registered or certified mail, postage prepaid, or sent by overnight delivery or other delivery service which requires written acknowledgment of receipt by the addressee, addressed as follows:

(a) To the City:

City of Sikeston, Missouri
105 East Center Street
Sikeston, Missouri 63801
ATTN: City Manager

with a copy to:

Gilmore & Bell, P.C.
211 North Broadway, Suite 2000
St. Louis, Missouri 63102
ATTN: Mark D. Grimm, Esq.

(b) To the Trustee:

Security Bank of Kansas City
701 Minnesota Avenue, Suite 206
Kansas City, Kansas 66101
ATTN: Corporate Trust Department

(c) To the Company:

Carlisle Construction Materials, LLC
1285 Ritner Highway
Carlisle, Pennsylvania 17013
ATTN: John Waclawski

with a copy to:

Polsinelli PC
900 W. 48th Place, Ste. 900
Kansas City, Missouri 64112
ATTN: Marcus G. Abbott, Esq.

(d) To the Owners if the same is duly mailed by first-class, registered or certified mail addressed to each of the Owners of Bonds at the time Outstanding as shown by the bond registration books required by **Section 206** to be kept at the corporate trust office of the Trustee.

All notices given by certified or registered mail as aforesaid shall be deemed fully given as of the date they are so mailed, provided that any of the foregoing given to the Trustee shall be effective only upon receipt. All notices given by overnight delivery or other delivery service shall be deemed fully given as of the date when received. A duplicate copy of each notice, certificate or other communication given hereunder by either the City or the Trustee to the other shall also be given to the Company. The City, the Company and the Trustee may from time to time designate, by notice given hereunder to the others of such parties, such other addresses to which subsequent notices, certificates or other communications shall be sent.

Section 1404. Severability. If any provision of this Indenture is held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatsoever.

Section 1405. Execution in Counterparts. This Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 1406. Governing Law. This Indenture shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1407. 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 1408. City Consent and Approvals. Pursuant to the Ordinance, the Mayor and the City Manager are authorized to execute all documents on behalf of the City (including documents pertaining to the transfer of property or the financing or refinancing of the Project by the Company and such easements, licenses, rights-of-way, plats and similar documents as may be requested by the Company) as may be required to carry out and comply with the intent of the Ordinance, this Indenture and the Lease. The Mayor and the City Manager are also authorized, unless expressly prohibited herein, to grant on behalf of the City such consents, estoppels and waivers relating to the Bonds, this Indenture, the Lease, or the Performance Agreement as may be requested during the term thereof; provided, such consents, estoppels and/or waivers shall not increase the principal amount of the Bonds, increase the term of the Lease or the tax exemption as provided for therein, waive an Event of Default or materially change the nature of the transaction unless approved by the City Council.

Section 1409. Anti-Discrimination Against Israel Act. Pursuant to Section 34.600 of the Revised Statutes of Missouri, the Trustee certifies it is not currently engaged in and shall not, for the duration of this Indenture, 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 City of Sikeston, Missouri, has caused this Indenture to be signed in its name and behalf by its Mayor and the seal of the City to be hereunto affixed and attested by its City Clerk, and to evidence its acceptance of the trusts hereby created, Security Bank of Kansas City has caused this Indenture to be signed in its name and behalf by a duly authorized officer, all as of the date first above written.

CITY OF SIKESTON, MISSOURI

[SEAL]

By: _____
Greg Turnbow, Mayor

ATTEST:

Rhonda Council, City Clerk

[Trust Indenture]

SECURITY BANK OF KANSAS CITY, as Trustee

By: _____
Name: _____
Title: _____

EXHIBIT A
PROJECT SITE

EXHIBIT B
FORM OF BONDS

***THIS BOND OR ANY PORTION HEREOF MAY BE TRANSFERRED,
ASSIGNED OR NEGOTIATED ONLY TO AN APPROVED INVESTOR
AS DEFINED IN THE HEREIN DESCRIBED INDENTURE.***

No. 1

**Not to Exceed
\$85,000,000**

**UNITED STATES OF AMERICA
STATE OF MISSOURI**

**CITY OF SIKESTON, MISSOURI
TAXABLE INDUSTRIAL REVENUE BOND
(CARLISLE CONSTRUCTION MATERIALS, LLC PROJECT)
SERIES 2021**

Interest Rate

5.0%

Maturity Date

**December 1 of the 20th Year
After the Completion Date**

Dated Date

_____, 2021

OWNER:

MAXIMUM PRINCIPAL AMOUNT: EIGHTY-FIVE MILLION DOLLARS

THE CITY OF SIKESTON, MISSOURI, a charter city organized and existing under the laws of the State of Missouri (the "City"), for value received, promises to pay, but solely from the source hereinafter referred to, to the Owner named above, or registered assigns thereof, on the Maturity Date shown above, the principal amount shown above, or such lesser amount as may be outstanding hereunder as reflected on **Schedule I** hereto held by the Trustee as provided in the hereinafter referred to Indenture. The City agrees to pay such principal amount to the Owner in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts, and in like manner to pay to the Owner hereof, either by check or draft mailed to the Owner at a stated address as it appears on the bond registration books of the City kept by the Trustee under the within mentioned Indenture or, in certain situations authorized in the Indenture, by internal bank transfer or by wire transfer to an account in a commercial bank or savings institution located in the United States. Interest on the Cumulative Outstanding Principal Amount (as hereinafter defined) at the per annum Interest Rate stated above, payable in arrears on each December 1, commencing on December 1, 2021, and continuing thereafter until the earlier of the date on which said Cumulative Outstanding Principal Amount is paid in full or the Maturity Date. Interest on each advancement of the principal amount of this Bond shall accrue from the date that such advancement is made, computed on the basis of a year of 360 days consisting of 12 months of 30 days each.

As used herein, the term “Cumulative Outstanding Principal Amount” means all Bonds outstanding under the terms of the hereinafter defined Indenture, as reflected on **Schedule I** hereto maintained by the Trustee.

THIS BOND is one of a duly authorized series of Bonds of the City designated the “City of Sikeston, Missouri, Taxable Industrial Revenue Bonds (Carlisle Construction Materials, LLC Project), Series 2021” (the “Bonds”), issued for the purpose of constructing an approximately 455,000 square foot manufacturing facility (the “Project Improvements”) on an approximately 124-acre site located northwest of the intersection of Highway 62 and County Road 824 in the City (the “Project Site”) and acquiring and installing within the Project Improvements certain equipment and other personal property (the “Project Equipment” and, together with the Project Site and the Project Improvements, the “Project”). The City will lease the Project to Carlisle Construction Materials, LLC, a Delaware limited liability company (together with its affiliates, the “Company”), under the terms of a Lease Agreement dated as of July 1, 2021 (said Lease Agreement, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the “Lease”), between the City and the Company, all pursuant to the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and statutes of the State of Missouri, including particularly the Act, and the City Charter and pursuant to proceedings duly had by the City Council.

THE BONDS are issued under and are equally and ratably secured and entitled to the protection given by a Trust Indenture dated as of July 1, 2021 (said Trust Indenture, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the “Indenture”), between the City and Security Bank of Kansas City, Kansas City, Kansas, as trustee (the “Trustee”). *Capitalized terms not defined herein shall have the meanings set forth in the Indenture.*

Reference is hereby made to the Indenture for a description of the provisions, among others, with respect to the nature and extent of the security for the Bonds, the rights, duties and obligations of the City, the Trustee and the Owners, and the terms upon which the Bonds are issued and secured.

THE BONDS are subject to redemption and payment at any time before the stated maturity thereof, at the option of the City, upon written instructions from the Company, (1) in whole, if the Company exercises its option to purchase the Project and deposits an amount sufficient to effect such purchase pursuant to the Lease on the applicable redemption date, or (2) in part, if the Company prepays additional Basic Rent pursuant to the Lease; provided, however, if only a portion of the Bonds are to be redeemed, Bonds aggregating at least 10% of the maximum principal amount of Bonds authorized under the Indenture shall not be subject to redemption and payment before the stated maturity thereof. Any redemption of Bonds pursuant to this paragraph shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the redemption date.

THE BONDS are subject to mandatory redemption, in whole or in part, to the extent of amounts deposited in the Bond Fund pursuant to **Section 9.1(f)** or **9.2(c)** of the Lease, in the event of substantial damage to or destruction or condemnation of substantially all of the Project. Bonds to be redeemed pursuant to this paragraph shall be called for redemption by the Trustee on the earliest practicable date for which timely notice of redemption may be given as provided under the Indenture. Any redemption of Bonds pursuant to this paragraph shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the redemption date. Before giving notice of redemption to the Owners pursuant to this paragraph, money in an amount equal to the redemption price shall have been deposited in the Bond Fund.

If the Bonds are to be called for optional redemption, the Company shall deliver written notice to the City and the Trustee that it has elected to redeem all or a portion of the Bonds at least 40 days (10 days if there is one Owner) before the scheduled redemption date. The Trustee shall then deliver written notice to the Owner of this Bond at least 30 days (five days if there is one Owner) before the scheduled redemption date by first-class mail (or facsimile, if there is one Owner) stating the date upon which the Bonds will be redeemed and paid.

THE BONDS, including interest thereon, are special obligations of the City and are payable solely out of the rents, revenues and receipts derived by the City from the Project and the Lease and not from any other fund or source of the City, and are secured by a pledge and assignment of the Project and of such rents, revenues and receipts, including all rentals and other amounts to be received by the City under and pursuant to the Lease, all as provided in the Indenture. The Bonds do not constitute a general obligation of the City or the State of Missouri, and neither the City nor the State of Missouri shall be liable thereon, and the Bonds shall not constitute an indebtedness within the meaning of any constitutional, statutory or charter debt limitation or restriction and are not payable in any manner by taxation. Pursuant to the provisions of the Lease, rental payments sufficient for the prompt payment when due of the principal of and interest on the Bonds are to be paid by the Company directly to the Trustee for the account of the City and deposited in a special fund created by the City and designated the "City of Sikeston, Missouri, Bond Fund -- Carlisle Construction Materials, LLC."

THE OWNER of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then-Outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of this Bond or the Indenture may be made only to the extent and in the circumstances permitted by the Indenture.

THIS BOND is transferable, as provided in the Indenture, only upon the books of the City kept for that purpose at the above-mentioned office of the Trustee by the Owner hereof in person or by such Person's duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer reasonably satisfactory to the Trustee duly executed by the Owner or such Person's duly authorized attorney, and thereupon a new fully-registered Bond or Bonds, in the same aggregate principal amount of this Bond, shall be issued to the transferee in exchange therefor as provided in the Indenture, and upon payment of the charges therein prescribed. The City, the Trustee and any Paying Agent may deem and treat the Person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

THE BONDS are issuable in the form of one fully-registered Bond in the maximum principal amount of \$85,000,000.

THIS BOND shall not be valid or become obligatory for any purposes or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon has been executed by the Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by the Constitution and laws of the State of Missouri.

IN WITNESS WHEREOF, the City of Sikeston, Missouri, has caused this Bond to be executed in its name by the manual or facsimile signature of its Mayor, attested by the manual or facsimile signature of its City Clerk and its corporate seal to be affixed hereto or imprinted hereon.

CITY OF SIKESTON, MISSOURI

[SEAL]

By: _____
Greg Turnbow, Mayor

ATTEST:

Rhonda Council, City Clerk

=====

CERTIFICATE OF AUTHENTICATION

This Bond is the Taxable Industrial Revenue Bond (Carlisle Construction Materials, LLC Project), Series 2021, described in the Trust Indenture. The effective date of registration of this Bond is set forth below.

SECURITY BANK OF KANSAS CITY,
as Trustee

_____ Date	By: _____ Authorized Signatory
---------------	-----------------------------------

SCHEDULE I

TABLE OF CUMULATIVE OUTSTANDING PRINCIPAL AMOUNT

**CITY OF SIKESTON, MISSOURI
TAXABLE INDUSTRIAL REVENUE BOND
(CARLISLE CONSTRUCTION MATERIALS, LLC PROJECT)
SERIES 2021**

Bond No. 1

Date	Principal Amount Advanced	Principal Amount Redeemed	Cumulative Outstanding Principal Amount	Notation Made By

FORM OF ASSIGNMENT

(NOTE RESTRICTIONS ON TRANSFERS)

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

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

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

Dated: _____.

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

Medallion Signature Guarantee:

EXHIBIT C

FORM OF REPRESENTATION LETTER

City of Sikeston, Missouri
105 East Center Street
Sikeston, Missouri 63801
ATTN: City Manager

Security Bank of Kansas City
701 Minnesota Avenue, Suite 206
Kansas City, Kansas 66101
ATTN: Corporate Trust Department

Re: \$85,000,000 Maximum Principal Amount of Taxable Industrial Revenue Bonds (Carlisle Construction Materials, LLC Project), Series 2021 of the City of Sikeston, Missouri

Ladies and Gentlemen:

In connection with the purchase of the above-referenced bonds (the “Bonds”), the undersigned purchaser of the Bonds hereby represents, warrants and agrees as follows:

1. The undersigned understands that (a) the Bonds have been issued under and pursuant to a Trust Indenture dated as of July 1, 2021 (the “Indenture”), between the City of Sikeston, Missouri (the “City”), and Security Bank of Kansas City, as trustee (the “Trustee”), (b) the Bonds are payable solely out of certain rents, revenues and receipts to be derived from the leasing or sale of the Project (as defined in the Indenture) to Carlisle Construction Materials, LLC, a Delaware limited liability company (together with its affiliates, the “Company”), under a Lease Agreement dated as of July 1, 2021 (the “Lease”), between the City and the Company, with certain of such rents, revenues and receipts being pledged and assigned by the City to the Trustee under the Indenture to secure the payment of the principal of and interest on the Bonds, (c) the Bonds and the interest thereon shall not constitute general obligations of the City, the State of Missouri or any political subdivision thereof, and none of the City, the State of Missouri or any political subdivision thereof shall be liable thereon, and (d) the Bonds do not constitute an indebtedness within the meaning of any constitutional, statutory or charter debt limitation or restriction and are not payable in any manner by taxation.

2. The undersigned understands that the Bonds are transferable only in the manner provided for in the Indenture and discussed below and warrants that it is acquiring the Bonds for its own account with the intent of holding the Bonds as an investment, and the acquisition of the Bonds is not made with a view toward their distribution or for the purpose of offering, selling or otherwise participating in a distribution of the Bonds.

3. The undersigned is an Approved Investor, as defined in the Indenture.

4. The undersigned agrees not to attempt to offer, sell, hypothecate or otherwise distribute the Bonds to others unless authorized by the terms of the Indenture and, if requested by the City, upon receipt of an opinion of counsel reasonably acceptable to the City, the Company and the purchaser that all registration and disclosure requirements of the Securities and Exchange Commission and all other

appropriate federal and State of Missouri securities laws and the securities law of any other applicable state are complied with.

5. The undersigned believes that the Bonds which it is acquiring is a security of the kind that it wishes to purchase and hold for investment and that the nature and amount thereof are consistent with its investment program.

6. The undersigned is fully aware of and satisfied with (a) the current status of the title to the Project and any issues related thereto and (b) the terms, amounts and providers of the insurance maintained pursuant to **Article VII** of the Lease, and the undersigned is purchasing the Bonds with full knowledge of such matters.

7. The undersigned understands and agrees that the interest on the Bonds *is* subject to federal and state income taxation.

8. The undersigned hereby directs the Trustee to hold the Bonds in trust pursuant to **Section 204(c)** of the Indenture.

Dated: _____, 20__

[PURCHASER OF BONDS]

By: _____
Name: _____
Title: _____

\$85,000,000
(AGGREGATE MAXIMUM PRINCIPAL AMOUNT)
CITY OF SIKESTON, MISSOURI
TAXABLE INDUSTRIAL REVENUE BONDS
(CARLISLE CONSTRUCTION MATERIALS, LLC PROJECT)
SERIES 2021

Dated as of July 1, 2021

BOND PURCHASE AGREEMENT

Mayor and City Council
Sikeston, Missouri

On the basis of the representations and covenants and upon the terms and conditions contained in this Bond Purchase Agreement, Carlisle Construction Materials, LLC, a Delaware limited liability company (the “Purchaser”), offers to purchase from the City of Sikeston, Missouri (the “City”), the above-referenced bonds (the “Bonds”), to be issued by the City under and pursuant to an Ordinance adopted by the City Council on June 28, 2021 (the “Ordinance”) and a Trust Indenture dated as of July 1, 2021 (the “Indenture”) by and between the City and Security Bank of Kansas City, as trustee (the “Trustee”). *Capitalized terms not otherwise defined herein shall have the meanings set forth in the Indenture.*

SECTION 1. REPRESENTATIONS AND AGREEMENTS

(a) By the City’s acceptance hereof, the City hereby represents to the Purchaser that:

(1) The City is a charter city duly organized and validly existing under the laws of the State of Missouri. The City is authorized pursuant to the Constitution, the laws of the State of Missouri, the City Charter and the ordinances and resolutions of the City, and all necessary action has been taken to authorize, issue and deliver the Bonds and to consummate all transactions contemplated by the Ordinance, this Bond Purchase Agreement, the Indenture, the Lease Agreement dated as of July 1, 2021 (the “Lease”) by and between the City and the Purchaser, the Performance Agreement dated as of July 1, 2021 (the “Performance Agreement”) by and between the City and the Purchaser, and any and all other agreements relating thereto. The proceeds of the Bonds shall be used for the purpose of purchasing, constructing, equipping, improving and installing the Project and paying the costs incurred in connection with the issuance of the Bonds.

(2) There is no controversy, suit or other proceeding of any kind pending or, to the City’s knowledge, threatened wherein or whereby any question is raised or may be raised, questioning, disputing or affecting in any way the legal organization of the City or its boundaries, or the right or title of any of its officers to their respective offices, or the legality of any official act leading up to the issuance of the Bonds or the constitutionality or validity of the obligations represented by the Bonds or the validity of the Bonds, the Ordinance, the Lease, the Indenture, the Performance Agreement or this Bond Purchase Agreement.

(b) The Purchaser represents as follows:

(1) *Organization.* The Purchaser is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and authorized to transact business in the State of Missouri.

(2) *No Conflict or Breach.* The execution, delivery and performance of this Bond Purchase Agreement by the Purchaser has been duly authorized by all necessary action of the Purchaser and does not and will not conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under, its organizational documents, any law, court or administrative regulation, decree or order applicable to or binding upon the Purchaser, or, to the best of its knowledge, any agreement, indenture, mortgage, lease or instrument to which the Purchaser is a party or by which it is bound.

(3) *Document Legal, Valid and Binding.* When executed and delivered by the Purchaser, this Bond Purchase Agreement will be, and is, a legal, valid and binding obligation, enforceable in accordance with its terms, subject, as to enforcement, to any applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting the enforcement of creditors' rights generally and further subject to the availability of equitable remedies.

(4) *Purchaser's Certificates.* Any certificate signed by an authorized officer or agent of the Purchaser and delivered to the City shall be deemed a representation and warranty by the Purchaser to the City as to the statements made therein.

SECTION 2. PURCHASE, SALE AND DELIVERY OF THE BONDS

On the basis of the representations and covenants contained herein and in the other agreements referred to herein, and subject to the terms and conditions set forth herein and in the Indenture, the Purchaser agrees to purchase from the City and the City agrees to sell to the Purchaser the Bonds on the terms and conditions set forth herein.

The Bonds shall be sold to the Purchaser by the City on the Closing Date (hereinafter defined) upon payment of an amount equal to the Closing Price (hereinafter defined), which amount shall be applied as provided in the Indenture and the Lease. From time to time after the Closing Date, the Purchaser shall make additional payments with respect to the Bonds ("Additional Payments") to the Trustee under the Indenture, which Additional Payments shall be applied to the payment or reimbursement of Project Costs or as provided in the Indenture and the Lease; provided that the sum of the Closing Price and all such Additional Payments shall not, in the aggregate, exceed \$85,000,000 plus the costs of issuance of the Bonds (if such costs of issuance are not paid with Bond proceeds).

As used herein, the term "Closing Date" shall mean July __, 2021, or such other date as shall be mutually agreed upon by the City and the Purchaser; the term "Closing Price" shall mean the amount specified in writing by the Purchaser and agreed to by the City as the amount required to pay for the initial issuance of the Bonds on the Closing Date, which amount shall be equal to (a) any Project Costs spent by the Purchaser from its own funds (including costs of issuance of the Bonds) on or before the Closing Date, or (b) the aggregate principal amount of the Bonds, if all of the proceeds of the Bonds are being transferred to the Trustee on the Closing Date.

The Bonds shall be issued under and secured as provided in the Ordinance, the Indenture and the Lease authorized thereby and the Bonds shall have the maturity, interest rate and shall be subject to

redemption as set forth therein. The delivery of the Bonds shall be made in definitive form as a fully-registered bond in the maximum aggregate principal denomination of \$85,000,000; provided, that the principal amount of the Bonds outstanding at any time shall be that amount recorded in the records of the Trustee, absent manifest error, and further provided that interest shall be payable on the Bonds only on the outstanding principal amount of the Bonds, as more fully provided in the Indenture.

SECTION 3. CONDITIONS TO THE OBLIGATIONS

The obligations hereunder shall be subject to the due performance by the parties of the obligations and agreements to be performed hereunder on or prior to the Closing Date and to the accuracy of and compliance with the representations contained herein, as of the date hereof and as of the Closing Date, and are also subject to the following conditions:

(a) There shall be delivered to the Purchaser on or prior to the Closing Date a duly certified copy of the Ordinance, the Indenture, the Lease, the Performance Agreement, this Bond Purchase Agreement and any other instrument contemplated thereby, and such documents shall be in full force and effect and shall not have been modified or changed except as may have been agreed to in writing by the Purchaser.

(b) The City shall confirm on the Closing Date by a certificate that at and as of the Closing Date the City has taken all action necessary to issue the Bonds and that there is no controversy, suit or other proceeding of any kind pending or, to its knowledge, threatened against the City wherein any question is raised affecting in any way the legal organization of the City or the legality of any official act shown to have been done in the transcript of proceedings leading up to the issuance of the Bonds, or the constitutionality or validity of the obligations represented by the Bonds or the validity of the Bonds or any proceedings in relation to the issuance or sale thereof.

(c) The Purchaser shall execute a certificate, dated the Closing Date, to the effect that (1) no litigation, proceeding or investigation is pending against the Purchaser or its affiliates or, to the knowledge of the Purchaser, threatened which would (A) contest, affect, restrain or enjoin the issuance, validity, execution, delivery or performance of the Bonds, or (B) in any way contest the corporate existence or powers of the Purchaser, (2) no litigation, proceeding or investigation is pending or, to the knowledge of the Purchaser, threatened against the Purchaser that could reasonably be expected to adversely affect its ability to perform its obligations hereunder or under the Lease or the Performance Agreement, (3) the representations and warranties of the Purchaser herein were and are true and correct in all material respects and not misleading as of the date made and as of the Closing Date, and (4) such other matters as are reasonably requested by the other parties in connection with the issuance of the Bonds.

SECTION 4. THE PURCHASER'S RIGHT TO CANCEL

The Purchaser may cancel its obligation hereunder to purchase the Bonds by notifying the City in writing at or before the Closing Date.

SECTION 5. CONDITIONS OF OBLIGATIONS

The obligations of the parties hereto are subject to the receipt of the approving opinion of Gilmore & Bell, P.C., Bond Counsel (if one is requested), with respect to the validity of the authorization and issuance of the Bonds.

SECTION 6. REPRESENTATIONS AND AGREEMENTS TO SURVIVE DELIVERY

All of the representations and agreements by either party shall remain operative and in full force and effect, and shall survive delivery of the Bonds to the Purchaser.

SECTION 7. NOTICE

Any notice or other communication to be given under this Bond Purchase Agreement may be given in writing by mailing or delivering the same as follows:

(a) To the City:

City of Sikeston, Missouri
105 East Center Street
Sikeston, Missouri 63801
ATTN: City Manager

with a copy to:

Gilmore & Bell, P.C.
211 North Broadway, Suite 2000
St. Louis, Missouri 63102
ATTN: Mark D. Grimm, Esq.

(b) To the Trustee:

Security Bank of Kansas City
701 Minnesota Avenue, Suite 206
Kansas City, Kansas 66101
ATTN: Corporate Trust Department

(c) To the Purchaser:

Carlisle Construction Materials, LLC
1285 Ritner Highway
Carlisle, Pennsylvania 17013
ATTN: John Wacławski

with a copy to:

Polsinelli PC
900 West 48th Place, Suite 900
Kansas City, Missouri 64112
ATTN: Marcus G. Abbott, Esq.

SECTION 8. APPLICABLE LAW; ASSIGNABILITY

This Bond Purchase Agreement shall be governed by the laws of the State of Missouri. This Bond Purchase Agreement may be assigned by the Purchaser, in whole as to all or any part of the Bonds to any Person that expressly assumes in writing all of the obligations of the Company contained in the

Lease; provided that the consent of the City for the assignment of this Bond Purchase Agreement shall not be required if the consent of the City is not required for such Person's assumption of the Lease under the provisions of **Article XIII** thereof. Any such assignee shall agree to be bound by the terms of this Bond Purchase Agreement. This Bond Purchase Agreement may be assigned, without approval of, but with notice to the City, by the Purchaser to any lender of the Purchaser or the Company as collateral for a loan secured by a deed of trust or mortgage of the Project and the Bonds may be pledged, without approval of the City, by the Purchaser to any lender of the Purchaser as collateral for a loan secured by a deed of trust or mortgage of the Project.

SECTION 9. EXECUTION IN COUNTERPARTS

This Bond Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

SECTION 10. ANTI-DISCRIMINATION AGAINST ISRAEL ACT

Pursuant to Section 34.600 of the Revised Statutes of Missouri, the Purchaser certifies that it is not currently engaged in and will not, for the duration of this Bond Purchase 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]

Very truly yours,

CARLISLE CONSTRUCTION MATERIALS, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

DATE OF EXECUTION: July ___, 2021

[Bond

Purchase

Agreement]

Accepted and Agreed to this _____ day of July, 2021.

CITY OF SIKESTON, MISSOURI

[SEAL]

By: _____
Greg Turnbow, Mayor

ATTEST:

Rhonda Council, City Clerk

[Bond Purchase Agreement]

Council Letter

Date of Meeting: 21-06-07

Originating Department: Finance Department

To the Mayor and City Council:

Subject: Special Obligation Refunding and Improvement Bonds

Attachment(s):

1. Emergency Bill Number 6229 and Exhibits

Action Options:

1. First Reading of Bill Number 6229
2. Other action Council may deem appropriate

Background:

Bill Number 6229 authorizes and direct the issuance, sale and delivery of Special Obligation Refunding and Improvement Bonds, Series 2021, of the City of Sikeston, and approves certain documents and authorizing certain other actions in connection therewith. The attached documents were prepared by Gilmore and Bell, bond counsel for the City of Sikeston.

Approximately \$13,560,000 would be used for an Ingram overpass and outer road connecting to U.S. Highway 61, south industrial park infrastructure and refinancing of the DPS facility. Some of these expenditures will be reimbursed to the City through grants. The City is required to pay expenses and then request reimbursement. We do not have sufficient funds on hand to meet that need. The City anticipates a 1–1 ½% savings on the refinancing of DPS headquarters.

The city will repay a large part of the bonds off when grant reimbursement is provided. We are currently setting aside \$313,000 per year for the DPS building. It is expected our annual payment would then be around \$475,000 per year.

Mark Grimm of Gilmore and Bell, bond counsel for the city, will be present to answer any questions you may have.

AN EMERGENCY ORDINANCE AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF SPECIAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2021, OF THE CITY OF SIKESTON, MISSOURI; AND APPROVING CERTAIN DOCUMENTS AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH.

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

WHEREAS, the City desires to and is authorized under the provisions of the Constitution of the State of Missouri and its Charter to issue and sell not to exceed \$15,000,000 aggregate principal amount of Special Obligation Refunding and Improvement Bonds, Series 2021 (the “Bonds”) for the purpose of providing funds to (a) pay the costs of certain capital improvements within the City, including industrial park, highway, and road and bridge improvements (collectively, the “Project”), (b) refund certain outstanding loans of the City and (c) pay the costs of issuing the Bonds; and

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

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

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

ARTICLE I

DEFINITIONS

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

“2011 Loan” means the loan dated as of June 13, 2011 in the aggregate principal amount of \$4,186,200, between the Sikeston Economic Development Corporation, as borrower, and the United Stated Department of Agriculture Rural Housing Service (Rural Development), as grantee.

“2013 Loan” means the loan dated as of March 27, 2013 in the aggregate principal amount of \$277,000, between the Sikeston Economic Development Corporation, as borrower, and the United Stated Department of Agriculture Rural Housing Service (Rural Utilities Service), as grantee.

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

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

“Bond Purchase Agreement” means the Bond Purchase Agreement between the City and the Underwriter, in substantially the form attached hereto as **Exhibit D**.

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

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

“Bonds” means the Special Obligation Refunding and Improvement Bonds, Series 2021, authorized and issued by the City pursuant to this Ordinance.

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

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

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

“Continuing Disclosure Undertaking” means the Continuing Disclosure Undertaking in substantially the form attached hereto as **Exhibit C**.

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

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

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

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

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

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

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

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

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

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

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

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

"Final Terms Certificate" means the Final Terms Certificate, in substantially the form attached hereto as **Exhibit F**, executed and delivered pursuant to **Section 210** hereof and attached to this Ordinance as of the date of issuance of the Bonds.

"Financial Advisor" means Piper Sandler & Co., St. Louis, Missouri, and any successors or assigns.

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

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

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

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

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

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

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

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

“Paying Agent” means BOKF, N.A., St. Louis, Missouri, and any successors or assigns.

“Permitted Investments” means any legally permissible investment of the City’s funds.

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

“Preliminary Official Statement” means the Preliminary Official Statement, in substantially the form attached hereto as **Exhibit B**.

“Project” means the construction of certain capital improvements within the City, including industrial park, highway, and road and bridge improvements within the City.

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

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

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

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

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

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

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

“Underwriter” means, collectively, Robert W. Baird & Co. Incorporated, Milwaukee, Wisconsin, and Stifel, Nicolaus & Company, Incorporated, St. Louis, Missouri, the original purchasers of the Bonds.

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

ARTICLE II

AUTHORIZATION OF BONDS

Section 201. Authorization of Bonds. There shall be issued and hereby are authorized and directed to be issued the Special Obligation Refunding and Improvement Bonds, Series 2021, in the principal amount of not to exceed \$15,000,000 (the “Bonds”), for the purpose of providing funds to (a) pay the costs of the Project, (b) refund certain outstanding loans of the City, and (c) pay the costs of issuing the Bonds.

Section 202. Description of Bonds.

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

(b) The Bonds shall be dated as of the date of original delivery and payment therefor and shall become due in the amounts on the Stated Maturities as set forth in the Final Terms Certificate. The Bonds shall have a weighted average maturity of not less than _ years nor more than __ years and shall bear interest at the rates per annum (not exceeding ____%) (computed on the basis of a 360-day year of twelve 30-day months) from the date thereof or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on June 1 and December 1 in each year, beginning no later than December 1, 2021, as set forth in the Final Terms Certificate. The Bonds shall be sold at a purchase price of not less than __% or more than ____% of the principal amount of the Bonds, plus accrued interest thereon, if any.

Section 203. Designation of Paying Agent.

(a) BOKF, N.A., a national banking association with a corporate trust office located in St. Louis, Missouri, is hereby designated as the City’s paying agent for the payment of principal of and interest on the Bonds and bond registrar with respect to the registration, transfer and exchange of Bonds (the “Paying Agent”).

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

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

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

Section 204. Method and Place of Payment of Bonds.

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

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

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

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

Section 205. Registration, Transfer and Exchange of Bonds.

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

(b) Bonds may be transferred and exchanged only on the Bond Register as provided in this Section. Upon surrender of any Bond at the principal payment office of the Paying Agent, or at such other office designated by the Paying Agent, the Paying Agent shall transfer or exchange such Bond for a

new Bond or Bonds in any authorized denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange. Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Paying Agent, duly executed by the Registered Owner thereof or by the Registered Owner's duly authorized agent.

(c) In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Ordinance. The City shall pay the reasonable fees and expenses of the Paying Agent for the registration, transfer and exchange of Bonds provided for by this Ordinance and the reasonable cost of printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Paying Agent, are the responsibility of the Registered Owners of the Bonds. If any Registered Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Registered Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Registered Owner hereunder or under the Bonds.

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 209. Preliminary and Final Official Statement.

(a) The Preliminary Official Statement, in substantially the form attached hereto as **Exhibit B**, is hereby ratified and approved, and the final Official Statement is hereby authorized and approved by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor is

hereby authorized to execute the final Official Statement as so supplemented, amended and completed, and the use and public distribution of the final Official Statement by the Underwriter in connection with the reoffering of the Bonds is hereby authorized. The proper officials of the City are hereby authorized to execute and deliver a certificate pertaining to the Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

(b) For the purpose of enabling the Underwriter to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission (the "SEC"), the City hereby deems the Preliminary Official Statement to be "final" as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1). The appropriate officers of the City are hereby authorized, if requested, to provide the Underwriter a letter or certification to such effect and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Underwriter to comply with the requirement of such Rule.

(c) The City agrees to provide to the Underwriter within seven Business Days of the date of the sale of Bonds sufficient copies of the final Official Statement to enable the Underwriter to comply with the requirements of Rule 15c2-12(b)(4) of the SEC and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board (the "MSRB").

Section 210. Sale of Bonds.

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

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

Section 211. Securities Depository.

(a) For purposes of this Section, the following terms shall have the following meanings:

"Beneficial Owner" means, whenever used with respect to a Bond, the Person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant, or such Person's subrogee.

"Cede & Co." means Cede & Co., the nominee of the Securities Depository, and any successor nominee of the Securities Depository with respect to the Bonds.

"Participant" means any broker-dealer, bank or other financial institution for which the Securities Depository holds Bonds as securities depository.

"Representation Letter" means, collectively, the Representation Letter from the City to the Securities Depository and the Representation Letter from the Paying Agent to the Securities Depository.

“Securities Depository” means The Depository Trust Company, New York, New York.

(b) The Bonds shall be initially issued as one single authenticated fully-registered bond for each Stated Maturity. Upon initial issuance, the ownership of such Bonds shall be registered in the Bond Register kept by the Paying Agent in the name of Cede & Co., as nominee of the Securities Depository. The Paying Agent and the City may treat the Securities Depository (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal or Redemption Price of and interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to Registered Owners of Bonds under this Ordinance, registering the transfer of Bonds, and for all other purposes whatsoever; and neither the Paying Agent nor the City shall be affected by any notice to the contrary. Neither the Paying Agent nor the City shall have any responsibility or obligation to any Participant, any Person claiming a beneficial ownership interest in the Bonds under or through the Securities Depository or any Participant, or any other Person which is not shown on the Bond Register kept by the Paying Agent as being a Registered Owner of any Bonds, with respect to the accuracy of any records maintained by the Securities Depository or any Participant, with respect to the payment by the Securities Depository or any Participant of any amount with respect to the principal or Redemption Price of and interest on the Bonds, with respect to any notice which is permitted or required to be given to the Registered Owners of Bonds under this Ordinance, with respect to the selection by the Securities Depository or any Participant of any Person to receive payment in the event of a partial redemption of the Bonds, or with respect to any consent given or other action taken by the Securities Depository as Registered Owner of the Bonds. The Paying Agent shall pay all principal or Redemption Price of and interest on the Bonds only to Cede & Co. in accordance with the Representation Letter, and all such payments shall be valid and effective to fully satisfy and discharge the City’s obligations with respect to the principal or Redemption Price of and interest on the Bonds to the extent of the sum or sums so paid. No Person other than the Securities Depository (or the Paying Agent as “FAST Agent” of the Securities Depository) shall receive an authenticated Bond for each separate stated maturity of the Bonds evidencing the City’s obligation to make payments of principal and interest. Upon delivery by the Securities Depository to the Paying Agent of written notice to the effect that the Securities Depository has determined to substitute a new nominee in place of Cede & Co., the Bonds will be transferable to such new nominee in accordance with paragraph (e) hereof.

(c) If the Participants holding a majority position in the Bonds determine that it is in the best interest of the Beneficial Owners that they be able to obtain certificated Bonds, the Participants may notify the Securities Depository and the Paying Agent, whereupon the Securities Depository shall notify the Participants of the availability through the Securities Depository of Bond certificates. In such event, the Bonds will be transferable in accordance with paragraph (e) hereof. The Securities Depository may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and the Paying Agent and discharging its responsibilities with respect thereto under applicable law. In such event the Bonds will be transferable in accordance with paragraph (e) hereof.

(d) Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of the Securities Depository, all payments with respect to the principal or Redemption Price of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, to the Securities Depository as provided in the Representation Letter.

(e) If any transfer or exchange of Bonds is permitted under paragraph (b) or (c) hereof, such transfer or exchange shall be accomplished upon receipt by the Paying Agent from the Registered Owners thereof of the Bonds to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee in accordance with the provisions of this Ordinance. If Bonds are issued to holders

other than Cede & Co., its successor as nominee for the Securities Depository as holder of all the Bonds, or other securities depository as holder of all the Bonds, the provisions of this Ordinance shall also apply to all matters relating thereto, including, without limitation, the printing of such Bonds and the method of payment of the principal or Redemption Price of and interest on such Bonds. In the event that Bonds are issued to holders other than the Securities Depository, the Paying Agent may rely on information provided by the Securities Depository or any Participant as to the names, addresses of and principal amounts held by the Beneficial Owners of the Bonds.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption of Bonds.

(a) The optional redemption provisions of the Bonds, if any, shall be set forth in the Final Terms Certificate.

(b) Any Term Bonds designated in the Final Terms Certificate shall be subject to the following mandatory redemption requirements. At its option, to be exercised on or before the 45th day next preceding any mandatory Redemption Date, the City may: (1) deliver to the Paying Agent for cancellation Term Bonds subject to mandatory redemption on said mandatory Redemption Date, in any aggregate principal amount desired; or (2) furnish the Paying Agent funds, together with appropriate instructions, for the purpose of purchasing any Term Bonds subject to mandatory redemption on said mandatory Redemption Date from any Registered Owner thereof whereupon the Paying Agent shall expend such funds for such purpose to such extent as may be practical; or (3) receive a credit with respect to the mandatory redemption obligation of the City under this Section for any Term Bonds subject to mandatory redemption on said mandatory Redemption Date which, prior to such date, have been redeemed (other than through the operation of the mandatory redemption requirements of this subsection (b)) and cancelled by the Paying Agent and not theretofore applied as a credit against any redemption obligation under this subsection (b). Each Term Bond so delivered or previously purchased or redeemed shall be credited at 100% of the principal amount thereof on the obligation of the City to redeem Term Bonds of the same Stated Maturity on such mandatory Redemption Date, and any excess of such amount shall be credited on future mandatory redemption obligations for Term Bonds of the same Stated Maturity in chronological order, and the principal amount of Term Bonds of the same Stated Maturity to be redeemed by operation of the requirements of this Section shall be accordingly reduced. If the City intends to exercise any option granted by the provisions of clauses (1), (2) or (3) above, the City will, on or before the 45th day next preceding each mandatory Redemption Date, furnish the Paying Agent a written certificate indicating to what extent the provisions of said clauses (1), (2) and (3) are to be complied with respect to such mandatory redemption.

Section 302. Selection of Bonds to be Redeemed.

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

set forth in **Section 303** hereof are met. The foregoing provisions of this paragraph shall not apply to the mandatory redemption of Term Bonds designated in the Final Terms Certificate, and such Term Bonds shall be called by the Paying Agent for redemption pursuant to such mandatory redemption requirements without the necessity of any action by the City and whether or not the Paying Agent shall hold in the Debt Service Fund moneys available and sufficient to effect the required redemption.

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

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

Section 303. Notice and Effect of Call for Redemption.

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

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

(i) the Redemption Date;

(ii) the Redemption Price;

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

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

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

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

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

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

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

(g) In addition to the foregoing notice, further notice shall be given by the Paying Agent on the City's behalf as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if official notice thereof is given as above prescribed.

(i) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (A) the CUSIP numbers of all Bonds being redeemed; (B) the date of issue of the Bonds as originally issued; and (C) any other descriptive information needed to identify accurately the Bonds being redeemed.

(ii) Each further notice of redemption shall be filed on the Electronic Municipal Market Access system for municipal securities disclosures ("EMMA") established and maintained by the MSRB (or any successor to EMMA established by the MSRB), at least one day before the mailing of notice to Registered Owners. If EMMA ceases to exist, then each further notice of redemption shall be sent by first class, registered or certified mail or overnight delivery, as determined by the Paying Agent, to one or more national information services that disseminate notices of redemption of obligations such as the Bonds.

(h) Each check or other transfer of funds issued for the payment of the Redemption Price of Bonds being redeemed shall bear or have enclosed therewith the CUSIP number of the Bonds being redeemed with the proceeds of such check or other transfer.

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

ARTICLE IV

SECURITY FOR AND PAYMENT OF BONDS

Section 401. Security for the Bonds.

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

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

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

ARTICLE V

ESTABLISHMENT OF FUNDS; DEPOSIT AND APPLICATION OF MONEYS

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

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

- (c) Rebate Fund.

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

Section 503. Application of Money in the Project Fund.

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

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

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

Section 504. Application of Moneys in Debt Service Fund.

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

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

Section 505. Application of Money in the Rebate Fund.

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

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

Section 506. Deposits and Investment of Moneys.

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

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

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

Section 508. Payments Due on Saturdays, Sundays and Holidays. In any case where a Bond Payment Date is not a Business Day, then payment of the principal or Redemption Price of and interest on the Bonds need not be made on such Bond Payment Date but may be made on the next succeeding

Business Day with the same force and effect as if made on such Bond Payment Date, and no interest shall accrue for the period after such Bond Payment Date.

Section 509. Prepayment of Loan Obligations. The 2011 Loan and the 2013 Loan shall be prepaid by the payment of the principal thereof, together with any prepayment premium and accrued interest thereon to the applicable prepayment date. If funds are not received on or before the prepayment date, the City shall not prepay those obligations, and the Mayor shall give notice to the owners of those obligations that those obligations will not be prepaid. All actions heretofore taken by the officers, agents and employees of the City in connection with the prepayment of the 2011 Loan and the 2013 Loan are hereby ratified and confirmed. The officers of the City, including the Mayor, Finance Director and City Clerk, are hereby authorized and directed to take such action as may be necessary to effect the prepayment of the 2011 Loan and 2013 Loan as herein provided (including execution of all documents necessary to terminate those obligations and release the property encumbered thereunder from the lien and effect of those obligations).

ARTICLE VI

REMEDIES

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

- (a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Registered Owner or Owners against the City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Ordinance or by the Constitution and laws of the State of Missouri;
- (b) by suit, action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and
- (c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Registered Owners of the Bonds.

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

Section 603. Remedies Cumulative. No remedy conferred herein upon the Bondowners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy

conferred herein. No waiver of any default or breach of duty or contract by the Registered Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies consequent thereon. No delay or omission of any Bondowner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Registered Owners of the Bonds by this Ordinance may be enforced and exercised from time to time and as often as may be deemed expedient. If any suit, action or proceedings taken by any Bondowner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or has been determined adversely to such Bondowner, then, and in every such case, the City and the Registered Owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Bondowners shall continue as if no such suit, action or other proceedings had been brought or taken.

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

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

Section 606. Exception for Continuing Disclosure. This **Article VI** shall not apply to **Section 806** hereof regarding the City's continuing disclosure obligations, and Registered Owners or Beneficial Owners (as defined in the Continuing Disclosure Undertaking) of the Bonds shall have no remedies for enforcement of said obligations other than the remedies provided for in **Section 806** hereof and the Continuing Disclosure Undertaking.

ARTICLE VII

DEFEASANCE

Section 701. Defeasance.

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

(b) Any money and Defeasance Obligations that at any time are deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the City, for the purpose of paying

and discharging any of the Bonds, or the interest payments thereon, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Registered Owners of the Bonds, and such money shall be and is hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or other bank or trust company shall be deemed to be deposited in accordance with and subject to the provisions of this Ordinance.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

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

Section 802. Annual Audit.

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

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

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

Section 804. Amendments.

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

- (i) extend the maturity of any payment of principal or interest due upon any Bond;
- (ii) alter the optional Redemption Date of any Bond;

(iii) effect a reduction in the amount which the City is required to pay as principal of or interest on any Bond;

(iv) permit preference or priority of any Bond over any other Bond; or

(v) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Ordinance.

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

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

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

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

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

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

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

(i) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take

acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

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

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

Section 806. Continuing Disclosure. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Undertaking, as originally executed and as it may be amended from time to time in accordance with the terms thereof. The Mayor is hereby authorized to execute the Continuing Disclosure Undertaking, in substantially the form attached hereto as **Exhibit C**, to make the Bonds subject to the Continuing Disclosure Undertaking. Upon the City's failure to comply with the Continuing Disclosure Undertaking, any Registered Owner may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City to comply with its obligations under this Section.

Section 807. Electronic Transactions. The transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 808. Further Authority. The officers of the City, including the Mayor, City Manager, Finance Director and City Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 809. Parties Interested Herein. Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give or grant to, any person or entity, other than the City, the Paying Agent and the Bondowners, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City, the Paying Agent and the Bondowners.

Section 810. Severability. If any section or other part of this Ordinance, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Ordinance.

Section 811. Governing Law. This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 812. Emergency Ordinance. This Ordinance is adopted as an emergency measure so that the effective date corresponds to the issuance of the Bonds.

Record of Passage:

- A. Bill Number 6229 was introduced and read the first time on the 7th day of June, 2021.
- B. Bill Number 6229 was discussed on this 28th day of June, 2021, and was voted as follows:
- Teachout _____, Merideth _____, Self _____, Baker _____,
- Sparks _____, Williams _____, and Turnbow _____,
- hereby being _____.
- C. Upon passage by a two-thirds majority of the Council, this Bill shall become Ordinance No. 6229 and shall be in full force and effect from and after June 28, 2021.

Greg Turnbow, Mayor

Approved as to form
Tabatha Thurman, City Counselor

SEAL / ATTEST:

Rhonda Council, City Clerk

**EXHIBIT A
TO ORDINANCE**

(FORM OF BONDS)

**EXCEPT AS OTHERWISE PROVIDED IN THE ORDINANCE
(DESCRIBED HEREIN), THIS GLOBAL BOND MAY BE
TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO
ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY
(DESCRIBED HEREIN) OR TO A SUCCESSOR SECURITIES
DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR
SECURITIES DEPOSITORY.**

**UNITED STATES OF AMERICA
STATE OF MISSOURI**

**Registered
No. _____**

**Registered
\$ _____**

CITY OF SIKESTON, MISSOURI

**SPECIAL OBLIGATION REFUNDING AND IMPROVEMENT BOND
SERIES 2021**

Interest Rate

Maturity Date

Dated Date

CUSIP Number

_____ %

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

THE CITY OF SIKESTON, MISSOURI, a constitutional charter city and political subdivision of the State of Missouri (the "City"), for value received, hereby acknowledges itself to be indebted and promises to pay to the registered owner shown above, or registered assigns, the principal amount shown above on the maturity date shown above unless called for redemption prior to said maturity date and to pay interest thereon at the interest rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months) from the Dated Date shown above or from the most recent interest payment date to which interest has been paid or duly provided for. Interest is payable semiannually on June 1 and December 1 in each year, beginning on December 1, 2021, until said principal amount has been paid.

The principal or Redemption Price of this Bond shall be paid at maturity or upon earlier redemption by check, electronic transfer or draft to the person in whose name this Bond is registered at the maturity date or Redemption Date thereof, upon presentation and surrender of this Bond at the principal payment office of BOKF, N.A., St. Louis, Missouri (the "Paying Agent"), or such other office designated by the Paying Agent. The interest payable on this Bond on any interest payment date shall be

paid to the person in whose name this Bond is registered on the registration books maintained by the Paying Agent at the close of business on the Record Date for such interest, which shall be the 15th day (whether or not a Business Day) of the calendar month next preceding the interest payment date. Such interest shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or (b) by electronic transfer to such Registered Owner upon written notice given to the Paying Agent by such Registered Owner not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, the bank's ABA routing number and the account number to which such Registered Owner wishes to have such transfer directed and an acknowledgment that an electronic transfer fee may be applicable. The principal or Redemption Price of and interest on the Bonds shall be payable by check or draft in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

This Bond is one of an authorized series of bonds of the City designated "Special Obligation Refunding and Improvement Bonds, Series 2021," aggregating the principal amount of \$_____ (the "Bonds"), issued by the City for the purpose of providing funds to (a) pay the costs of the Project, (b) refund certain outstanding loans of the City, and (c) pay the costs of issuing the Bonds. The Bonds are issued under the authority of and in full compliance with the City's Charter and the Constitution and laws of the State of Missouri, and pursuant to an ordinance duly passed (the "Ordinance") and proceedings duly and legally had by the governing body of the City. *Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Ordinance.*

At the option of the City, the Bonds or portions thereof maturing on June 1, 20__ and thereafter may be called for redemption and payment prior to their Stated Maturity on June 1, 20__ and thereafter as a whole or in part at any time in such order of maturity as shall be determined by the City (Bonds of less than a full maturity to be selected in multiples of \$5,000 in such equitable manner as the Paying Agent shall designate), at the redemption price of 100% of the principal amount thereof, plus accrued interest thereon to the redemption date.

[*The Bonds maturing on June 1, 20__ are subject to mandatory redemption and payment prior to maturity pursuant to the mandatory redemption requirements of the Ordinance on June 1, 20__, and on each June 1 thereafter prior to maturity, at the Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date.*]

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

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

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

The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Ordinance. One Bond certificate with respect to each date on which the Bonds are stated to mature, registered in the nominee name of the Securities Depository, is being issued and required to be delivered to and immobilized with the Securities Depository or with the Paying Agent as the Securities Depository's FAST Agent. The book-entry system will evidence positions held in the Bonds by the Securities Depository's participants, beneficial ownership of the Bonds in authorized denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants. The Paying Agent and the City will recognize the Securities Depository nominee, while the Registered Owner of this Bond, as the owner of this Bond for all purposes, including (i) payments of principal or Redemption Price of and interest on, this Bond, (ii) notices and (iii) voting. Transfers of principal or Redemption Price and interest payments to participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The Paying Agent and the City will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments of principal of and interest on this Bond shall be made in accordance with existing arrangements between the Paying Agent, the City and the Securities Depository.

EXCEPT AS OTHERWISE PROVIDED IN THE ORDINANCE, THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.

This Bond may be transferred or exchanged, as provided in the Ordinance, only on the Bond Register kept for that purpose at the principal payment office of the Paying Agent, or such other office designated by the Paying Agent, upon surrender of this Bond together with a written instrument of transfer or authorization for exchange satisfactory to the Paying Agent duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Bond or Bonds in any authorized denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Ordinance and upon payment of the charges therein prescribed. The City and the Paying Agent may deem and treat the Person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or Redemption Price hereof and interest due hereon and for all other purposes and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

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

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

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

CERTIFICATE OF AUTHENTICATION

CITY OF SIKESTON, MISSOURI

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

By: _____
Mayor

Registration Date: _____

BOKF, N.A.,
as Paying Agent

(Seal)

ATTEST:

By _____
Authorized Signatory

City Clerk

ASSIGNMENT

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

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

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

Dated: _____

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

Medallion Signature Guarantee:

PRELIMINARY OFFICIAL STATEMENT DATED MAY __, 2021**NEW ISSUE
BOOK ENTRY ONLY****S&P RATING: “A+”
See “RATING” herein**

In the opinion of Gilmore & Bell, P.C., Bond Counsel to the City, under existing law and assuming continued compliance with certain requirements of the Internal Revenue Code of 1986, as amended (the “Code”), the interest on the Bonds (including any original issue discount properly allocable to an owner thereof) (1) is excludable from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax and (2) is exempt from income taxation by the State of Missouri. The Bonds have not been designated as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code. See “TAX MATTERS” in this Official Statement.



\$13,560,000*
CITY OF SIKESTON, MISSOURI
SPECIAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS
SERIES 2021

Dated: Date of Issuance**Due: June 1, as shown on inside cover page**

The Special Obligation Refunding and Improvement Bonds, Series 2021 (the “Bonds”) of the City of Sikeston, Missouri (the “City”) will be issued as fully-registered bonds in denominations of \$5,000 or any integral multiple thereof under the book-entry system maintained by The Depository Trust Company, New York, New York (“DTC”). Principal on the Bonds will be payable annually on June 1 as set forth on the inside cover page of this Official Statement. The Bonds will bear interest from their dated date at the rates per annum as shown on the inside cover page. Interest on the Bonds (computed on the basis of a 360-day year consisting of twelve 30-day months) will be payable semi-annually on each June 1 and December 1, beginning on December 1, 2021.

The Bonds and the interest thereon will constitute special obligations of the City payable solely from amounts appropriated in each fiscal year from (1) the income and revenues of the City provided for such fiscal year and (2) any unencumbered balances from previous years. The City is not obligated to make any such annual appropriation. The Bonds do not constitute general obligations or indebtedness of the City within the meaning of any constitutional, statutory or charter limitation or provision, and the City does not pledge its full faith and credit and is not obligated to levy taxes or resort to any other moneys or property of the City to pay the principal of and interest on the Bonds. The fiscal year of the City begins on each July 1 and ends on June 30.

The Bonds are being issued for the purpose of (1) paying the costs of certain capital improvements within the City, including industrial park, highway, and road and bridge improvements (collectively, the “Project”), (2) refunding certain outstanding loans of the City and (3) paying costs of issuing the Bonds.

The Bonds are subject to redemption prior to maturity as further described herein.

The Bonds are offered when, as and if issued by the City, subject to the approval of legality by Gilmore & Bell, P.C., St. Louis, Missouri, Bond Counsel. Gilmore & Bell, P.C. will also pass upon certain matters relating to this Official Statement. Piper Sandler & Co., St. Louis, Missouri, has acted as financial advisor to the City in connection with the issuance of the Bonds. It is expected that the Bonds will be available for delivery in book-entry form through DTC, New York, New York on or about July 14, 2021.

Robert W. Baird & Co. Incorporated**Stifel, Nicolaus & Company, Incorporated**

The date of this Official Statement is _____, 2021.

* Preliminary; subject to change.

CITY OF SIKESTON, MISSOURI

\$13,560,000*

**SPECIAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS
SERIES 2021**

MATURITY SCHEDULE*

Base CUSIP: _____

SERIAL BONDS

<u>Maturity*</u> <u>(June 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Price</u>	<u>CUSIP</u>
2022				
2023				
2024				
2025				
2026				
2027				
2028				
2029				
2030				
2031				
2032				
2033				
2034				
2035				
2036				

TERM BONDS

\$_____ % Term Bonds due June 1, 2041, Price _____ %, CUSIP _____

* Preliminary; subject to change.

CITY OF SIKESTON, MISSOURI

105 E. Center Street
Sikeston, Missouri 63801
(573) 471-2512

ELECTED OFFICIALS

Greg Turnbow, *Mayor*
Ryan Merideth, *Councilmember At-Large*
Brian Self, *Councilmember At-Large*
Brandon Sparks, *Councilmember and Mayor Pro Term*
Vest Baker, *Councilmember*
David Teachout, *Councilmember*
Onethia Williams, *Councilmember*

ADMINISTRATIVE OFFICIALS

Jonathan Douglass, *City Manager*
Rhonda Council, *City Clerk*
Karen Bailey, *Finance Director/City Treasurer*
Tabatha Thurman, *City Counselor*

FINANCIAL ADVISOR

Piper Sandler & Co.
St. Louis, Missouri

BOND COUNSEL AND DISCLOSURE COUNSEL

Gilmore & Bell, P.C.
St. Louis, Missouri

PAYING AGENT

BOKF, N.A.
St. Louis, Missouri

REGARDING USE OF THIS OFFICIAL STATEMENT

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITERS MAY OVER-ALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

The Bonds have not been registered with the Securities and Exchange Commission under the Securities Act of 1933, as amended, or under any state securities or “blue sky” laws. The Bonds are offered pursuant to an exemption from registration with the Securities and Exchange Commission.

No dealer, broker, salesperson or other person has been authorized by the City or the Underwriters to give any information or to make any representation with respect to the Bonds offered hereby other than those contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor may there be any sale of the Bonds offered hereby by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information set forth herein has been obtained from the City and from other sources believed to be reliable, but it is not guaranteed as to accuracy or completeness and is not to be construed as a representation by the Financial Advisor. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder will, under any circumstances, create any implication that there has been no change in the City’s affairs since the date hereof.

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE CITY AND THE TERMS OF THIS OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

This Preliminary Official Statement is in a form deemed final by the City for purposes of Rule 15c2-12 issued under the Securities Exchange Act of 1934, as amended, except for certain information to be omitted pursuant to Rule 15c2-12(B)(1).

CAUTIONARY STATEMENTS REGARDING FORWARD-LOOKING STATEMENTS IN THIS OFFICIAL STATEMENT

Certain statements included in or incorporated by reference in this Official Statement constitute “forward-looking statements” within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as “plan,” “expect,” “estimate,” “anticipate,” “projected,” “budget” or other similar words.

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THESE FUTURE RISKS AND UNCERTAINTIES INCLUDE THOSE DISCUSSED IN THIS OFFICIAL STATEMENT UNDER THE CAPTION “RISK FACTORS.” NEITHER THE CITY NOR ANY OTHER PARTY PLANS TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN THEIR EXPECTATIONS, OR EVENTS, CONDITIONS OR CIRCUMSTANCES UPON WHICH SUCH STATEMENTS ARE BASED OCCUR OTHER THAN AS SET FORTH IN *APPENDIX C*.

TABLE OF CONTENTS

<u>Page</u>	<u>Page</u>
INTRODUCTION	1
Purpose of the Official Statement	1
The City	1
The Bonds	1
Security and Sources of Payment	1
Financial Statements	2
Summary of the Bond Ordinances	2
Continuing Disclosure Information	2
 THE BONDS	 2
General Description	2
Redemption Provisions	3
Registration, Transfer and Exchange of Bonds	4
Book-Entry Only System	5
 SECURITY AND SOURCES OF PAYMENT FOR THE BONDS	 5
PLAN OF FINANCING	5
Authorization of the Bonds	5
The Project	5
Payment of Loan Obligations	6
Sources and Uses of Funds	6
 RISK FACTORS	 7
Limited Obligations	7
Potential Risks Related to COVID-19	8
No Credit Enhancement or Reserve Fund	9
Enforcement of Remedies	9
Amendment of the Bond Ordinance	9
Risk of Audit	9
Taxability	9
Other Factors Affecting the City	10
Credit Rating and Secondary Market	10
Loss of Premium from Redemption	10
Defeasance Risks	10
Cybersecurity Risks	11
 LEGAL MATTERS	 11
Absence of Litigation	11
Approval of Legality	11
 TAX MATTERS	 12
Opinion of Bond Counsel	12
 RATING	 13
CONTINUING DISCLOSURE	14
General	14
Prior Compliance	14
 FINANCIAL STATEMENTS	 14
UNDERWRITING	14
MISCELLANEOUS	14
 APPENDIX A - Information Regarding the City	
 APPENDIX B - Comprehensive Annual Financial Report with Independent Auditor's Report for the Year Ended June 30, 2020	
 APPENDIX C - Summary of the Bond Ordinance and Form of the Continuing Disclosure Undertaking	
 APPENDIX D - Book-Entry Only System	
 APPENDIX E - Form of Approving Opinion of Bond Counsel	

THIS PAGE INTENTIONALLY
LEFT BLANK

OFFICIAL STATEMENT

CITY OF SIKESTON, MISSOURI

\$13,560,000*

SPECIAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS SERIES 2021

INTRODUCTION

This introduction is only a brief description and summary of certain information contained in this Official Statement and is qualified in its entirety by reference to more complete and detailed information contained in the entire Official Statement, including the cover page and appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement.

Purpose of the Official Statement

The purpose of this Official Statement is to furnish information relating to (1) the City of Sikeston, Missouri (the “City”), and (2) the City’s Special Obligation Refunding and Improvement Bonds, Series 2021 (the “Bonds”), to be issued in the principal amount of \$13,560,000*.

The City

The City is a constitutional charter city and political subdivision of the State of Missouri (the “State”), organized, existing and operating under the constitution and laws of the State and the City Charter. For more information about the City, see **Appendix A** and **Appendix B**.

The Bonds

The Bonds are being issued pursuant to an ordinance expected to be adopted by the City Council on June 28, 2021 (the “Bond Ordinance”). The Bonds are being issued for the purpose of (1) paying the costs of certain capital improvements within the City, including industrial park, highway, and road and bridge improvements (collectively, the “Project”), (2) refunding certain outstanding loans of the City and (3) paying costs of issuing the Bonds. The Project is being undertaken to accommodate an approximately \$62 million production and manufacturing facility recently announced by Carlisle Construction Materials LLC. See the captions **“THE BONDS”** and **“PLAN OF FINANCING.”**

Security and Source of Payment

The payment of the principal of and interest on the Bonds is subject to annual appropriation by the City. The City is not required or obligated to make any such appropriation. No property of the City is pledged or encumbered, and no reserve fund has been established, to secure payment of the Bonds.

Although payment of the principal of and interest on the Bonds may be made, subject to annual appropriation, from any funds of the City legally available for such purpose, the City intends to pay for a portion of the Bonds through various State and Federal grants. **Those grant revenues are not pledged to the payment of the Bonds.** See the caption **“PLAN OF FINANCING – The Project.”**

* Preliminary; subject to change.

The Bonds and the interest thereon will constitute special obligations of the City payable solely from amounts appropriated in each Fiscal Year (defined below) out of (1) the income and revenues of the City provided for such Fiscal Year, plus (2) any unencumbered balances from previous years. The City's Finance Director or any other officer of the City at any time charged with the responsibility of formulating budget proposals is obligated under the Bond Ordinance to request an appropriation, but the City Council is not obligated to make any such annual appropriation.

The Bonds do not constitute general obligations or indebtedness of the City within the meaning of any constitutional, statutory or charter limitation or provision, and the City does not pledge its full faith and credit and is not obligated to levy taxes or resort to any other moneys or property of the City to pay the principal of and interest on the Bonds. The fiscal year of the City begins on each July 1 and ends on June 30 (each a "Fiscal Year"). See **"SECURITY AND SOURCES OF PAYMENT FOR THE BONDS"** and **"RISK FACTORS"** herein.

Financial Statements

Audited financial statements of the City as of and for the Fiscal Year ended June 30, 2020 are included in the City's Comprehensive Annual Financial Report in **Appendix B** to this Official Statement. These financial statements have been audited by Beussink, Hey, Roe & Stroder, L.L.C., Cape Girardeau, Missouri, independent certified public accountants, to the extent and for the periods indicated in their report, which is also included in **Appendix B** hereto.

Summary of the Bond Ordinance

A summary of the Bond Ordinance, including definitions of certain words and terms used herein and in the Bond Ordinance, is included in **Appendix C** to this Official Statement. Such summary and definitions do not purport to be comprehensive or definitive. All references herein to the Bond Ordinance are qualified in their entirety by reference to the Bond Ordinance.

Continuing Disclosure Information

The City has agreed to provide certain annual financial information and notices of certain events to the Municipal Securities Rulemaking Board via the Electronic Municipal Market Access system, in accordance with Rule 15c2-12 promulgated by the Securities and Exchange Commission. See **"CONTINUING DISCLOSURE"** herein and **"Form of the Continuing Disclosure Undertaking"** in **Appendix C**.

THE BONDS

The following is a summary of certain terms and provisions of the Bonds. Reference is hereby made to the Bonds and the provisions with respect thereto in the Bond Ordinance for the detailed terms and provisions thereof.

General Description

The Bonds will be issued in the aggregate principal amount of \$13,560,000*. The Bonds will be dated the date of issuance thereof, and will consist of fully-registered bonds in the denomination of \$5,000 or any integral multiple thereof. The Bonds will mature, subject to redemption as described below, on June 1 in the years and in the principal amounts set forth on the inside cover page of this Official Statement. Interest on the Bonds will be payable semiannually on June 1 and December 1 in each year, beginning on December 1, 2021. Principal of or interest on any Bond will be payable (1) by check or draft mailed to each Registered Owner as of the commencement of business of the Paying Agent on the Record Date for such Bond Payment Date or (2) by

* Preliminary; subject to change.

electronic transfer to such Registered Owner upon written notice delivered to the Paying Agent not less than five days before the Record Date containing electronic transfer instructions including the name of the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed and an acknowledgement that an electronic transfer fee may be applicable.

Redemption Provisions

Optional Redemption. At the option of the City, the Bonds or portions thereof maturing on and after June 21, 20__ may be called for redemption and payment prior to their Stated Maturity on and after June 1, 20__, in whole or in part, at any time, in such amounts for each Stated Maturity as shall be determined by the City, at the Redemption Price of 100% of the principal amount thereof, plus accrued interest thereon to the Redemption Date.

Mandatory Redemption. The Bonds maturing in the year 2041* (collectively, the “Term Bond”) are subject to mandatory redemption and payment prior to their Stated Maturity pursuant to the mandatory redemption requirements of the applicable Bond Ordinance at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The City shall redeem, on June 1 in each year, the following principal amounts of such Term Bonds:

<u>Year</u>	<u>Principal Amount*</u>
2037	
2038	
2039	
2040	
2041 [†]	

[†]Final Maturity

At its option, to be exercised on or before the 45th day next preceding any mandatory Redemption Date, the City may: (1) deliver to the Paying Agent for cancellation Term Bonds subject to mandatory redemption on said mandatory Redemption Date, in any aggregate principal amount desired; or (2) furnish the Paying Agent funds, together with appropriate instructions, for the purpose of purchasing any Term Bonds subject to mandatory redemption on said mandatory Redemption Date from any Registered Owner thereof whereupon the Paying Agent shall expend such funds for such purpose to such extent as may be practical; or (3) receive a credit with respect to the mandatory redemption obligation of the City under this Section for any Term Bonds subject to mandatory redemption on said mandatory Redemption Date which, prior to such date, have been redeemed (other than through the operation of the mandatory redemption requirements of the Bond Ordinance) and cancelled by the Paying Agent and not theretofore applied as a credit against any redemption obligation under this subsection (b). Each Term Bond so delivered or previously purchased or redeemed shall be credited at 100% of the principal amount thereof on the obligation of the City to redeem Term Bonds of the same Stated Maturity on such mandatory Redemption Date, and any excess of such amount shall be credited on future mandatory redemption obligations for Term Bonds of the same Stated Maturity in chronological order, and the principal amount of Term Bonds of the same Stated Maturity to be redeemed by operation of the requirements of this Section shall be accordingly reduced. If the City intends to exercise any option granted by the provisions of clauses (1), (2) or (3) above, the City will, on or before the 45th day next preceding each mandatory Redemption Date, furnish the Paying Agent a written certificate indicating to what extent the provisions of said clauses (1), (2) and (3) are to be complied with in respect of such mandatory redemption payment.

* Preliminary; subject to change.

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

Notice and Effect of Call for Redemption. Unless waived by any Registered Owner of Bonds to be redeemed, official notice of any redemption shall be given by the Paying Agent on behalf of the City by mailing a copy of an official redemption notice by first-class mail at least 30 days prior to the Redemption Date to each Registered Owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register.

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

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

So long as a Book-Entry Only System (as described in ***Appendix D***) is used for the series of Bonds to be redeemed, the Paying Agent will send notices of redemption only to the Securities Depository (as defined herein), as the Registered Owner of such Bonds. It is expected that the Securities Depository will notify the DTC Participants (as defined herein) and request the DTC Participants to notify the Beneficial Owners (as defined herein) of such Bonds of such redemption. Any failure of the Securities Depository to advise any of the DTC Participants, or of any DTC Participant or any nominee to notify any Beneficial Owner of such Bonds, of any such notice and its content or effect will not affect the validity or sufficiency of the proceedings relating to the redemption of the Bonds called for redemption.

The failure of any Registered Owner to receive the foregoing notice or an immaterial defect therein shall not invalidate any redemption.

Registration, Transfer and Exchange of Bonds

Each Bond when issued shall be registered by the Paying Agent in the name of the owner thereof on the Bond Register. If the Book-Entry Only System (as described in ***Appendix D***) is discontinued the following provisions will apply: Any Bond may be transferred upon the Bond Register by the person in whose name it is registered and shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Paying Agent, duly executed by the Registered Owner thereof or by the Registered Owner's duly authorized agent. The Owner requesting such transfer or exchange will be required to pay any additional costs or fees that might be incurred in the secondary market with respect to such exchange. In the event any Registered Owner fails to provide a correct taxpayer

identification number to the Paying Agent, the Paying Agent may make a charge against such Registered Owner sufficient to pay any governmental charge required to be paid as a result of such failure.

Book-Entry Only System

The Bonds are available in book-entry only form. Purchasers of the Bonds will not receive certificates representing their interests in the Bonds. Ownership interests in the Bonds will be available to purchasers only through a book-entry system (the “Book-Entry Only System”) maintained by The Depository Trust Company (“DTC”), New York, New York, as described in *Appendix D*.

SECURITY AND SOURCES OF PAYMENT FOR THE BONDS

The Bonds are special obligations of the City payable solely from amounts pledged or appropriated therefor in each Fiscal Year from (1) the income and revenues provided for such Fiscal Year and (2) any unencumbered balances for previous years. **The City is not obligated to make any such annual appropriation. The Bonds do not constitute general obligations or indebtedness of the City within the meaning of any constitutional, statutory or charter limitation or provision. The City does not pledge its full faith and credit and is not obligated to levy taxes or resort to any other moneys or property of the City to pay the principal of and interest on the Bonds.**

The City intends to pay for a portion of the Bonds through various State and Federal grants, as described under “**PLAN OF FINANCING – The Project.**” Purchasers of the Bonds should be aware, however, that those grant funds are not pledged to the payment of the Bonds. The payment of the principal of and interest on the Bonds is subject to an annual appropriation by the City. The City Council has directed the Finance Director or any other officer of the City at any time charged with the responsibility of formulating budget proposals under the Bond Ordinance to (1) include in each annual budget an appropriation of the amount necessary (after taking into account any moneys legally available for such purpose, including State and Federal grants) to pay debt service on the Bonds in the next succeeding Fiscal Year and (2) take such further action (or cause the same to be taken) as may be necessary or desirable to assure the availability of moneys appropriated to pay such debt service on the Bonds in the next succeeding Fiscal Year. The City is not required or obligated to make any such annual appropriation, and the decision whether or not to appropriate such funds will be solely within the discretion of the then-current City Council. No property of the City is pledged or encumbered, and no reserve fund has been established, as security for payment of the Bonds.

THERE CAN BE NO ASSURANCE THAT THE CITY WILL APPROPRIATE FUNDS FOR PAYMENT OF THE BONDS.

PLAN OF FINANCING

Authorization of Bonds

The Bonds are authorized pursuant to and in full compliance with the Constitution and statutes of the State, the City’s Charter and the Bond Ordinance. The Bonds are being issued to provide funds to (1) pay the costs of certain capital improvements within the City, including industrial park, highway, and road and bridge improvements (collectively, the “Project”), (2) refund certain outstanding loans of the City and (3) pay costs of issuing the Bonds.

The Project

On April 20, 2021, Carlisle Construction Materials LLC (“CCM”) announced it is investing \$62 million and creating 100 new jobs at a new production and manufacturing facility in the City. The 455,000 square foot

facility will be located on approximately 124 acres in the Sikeston South Industrial Park. The City and CCM have entered into a Development Agreement, whereby the City agreed, among other things to undertake a variety of infrastructure improvements, including the Project, to accommodate CCM's facility. The Project consists of the following:

- *Street and Utility Improvements within Industrial Park.* The improvements consist of a new access road for CCM facility, sanitary sewer and water mains. The estimated cost is \$3,371,000. The U.S. Economic Development Administration ("EDA"), which is part of the U.S. Department of Commerce, has committed \$2,357,000 toward the improvements. The Delta Regional Authority ("DRA"), a federally-funded economic development agency, has committed \$1,014,000 toward the improvements. The Bonds are being issued for these improvements because the EDA and DRA payments are not provided until completion of the improvements.
- *Highway 61 Widening & Signal.* The Sikeston South Industrial Park is located adjacent to Highway 61. These improvements, which have an estimated cost of \$2,024,000, are necessary to accommodate CCM's truck volume. The Missouri Department of Transportation ("MoDOT") has committed to fund these improvements. The Bonds are being issued for these improvements because the MoDOT payment will not be provided until completion of the improvements.
- *Outer Road, Overpass and Related Improvements.* The City believes the area to the east of the industrial park is prime for residential development but first needs road and utility improvements. The estimated cost of those improvements is \$7,491,640. The expected sources of revenue are (1) \$2,050,000 from the State of Missouri through the Governor's Transportation Cost Share Program, (2) \$550,000 from MoDOT, (3) \$3,901,520 from the City and (4) \$989,800 from in-kind construction services of New Madrid County. The City intends to pay for its share through general fund revenues. The Bonds are being issued for the portions to be paid through the Governor's Transportation Cost Share Program and the City funds.

Payment of Loan Obligations

Approximately \$_____ of the Bond proceeds will be used to (1) pay the 2011 USDA Loan dated as of June 13, 2011 (the "2011 Loan"), between the Sikeston Economic Development Corporation, as borrower, and United States Department of Agriculture Rural Housing Service (Rural Development), as grantee, and (2) pay the 2013 USDA Loan dated as of March 27, 2013 (the "2013 Loan"), between the Sikeston Economic Development Corporation, as borrower, and United States Department of Agriculture Rural Housing Service (Rural Utilities Service), as grantee.

The 2011 Loan financed the construction of a new facility for the Sikeston Department of Public Safety. The 2013 Loan financed the relocation of two businesses to obtain land for a parking lot for the new Department of Public Safety facility.

Sources and Uses of Funds

The following table summarizes the estimated sources of funds, including the proceeds from the sale of the Bonds and other funds of the City, and the expected uses of such funds, in connection with the plan of financing:

Sources of Funds:

Par Amount of Bonds.....	\$
Net Original Issue Premium.....	_____
Total	\$ _____

Uses of Funds:

Deposit to Project Fund.....	\$
Payment of Loan Obligations.....	_____
Costs of Issuance (including Underwriters' Discount).. Total	\$ _____

RISK FACTORS

The following section describes certain risk factors affecting the payment of and security for the Bonds. The following discussion of risks is not meant to be an exhaustive list of the risks associated with the purchase of Bonds and does not necessarily reflect the relative importance of the various risks. Potential investors are advised to consider the following factors along with all other information in this Official Statement in evaluating the Bonds. There can be no assurance that other risk factors will not become material in the future.

Limited Obligations

The Bonds do not constitute general obligations or indebtedness of the City within the meaning of any constitutional, statutory or charter limitation or provision.

The Bonds are special obligations of the City payable solely from the funds appropriated annually by the City for that purpose. In each Fiscal Year, payments of principal of and interest on the Bonds shall be made solely from the amounts appropriated therefor out of (1) the income and revenues of the City provided for such year plus (2) any unencumbered balances for previous years, and the decision whether to make such appropriation each year shall be within the sole discretion of the then-current City Council. Subject to the preceding sentence, the obligations of the City to make payments hereunder and to perform and observe any other covenant and agreement contained in the Bond Ordinance shall be absolute and unconditional.

If the City fails to appropriate amounts sufficient to pay the principal and interest on the Bonds in any Fiscal Year, no other funds or property will be available to pay such principal and interest. No property of the City is pledged or encumbered, nor has any reserve fund been established, to secure payment of the Bonds.

The City expects to receive funds from State and Federal entities to pay intends to pay a significant portion of the principal of and interest on the Bonds. The City has received awards and entered into grant agreements with DRA and MoDOT but the City has not yet received a final award from the EDA [*update if received before printing*]. Even if the City receives all of the expected awards, there are contingencies for receipt of the grant funds, including some matters that are outside the City's control (such as CCM creating and maintaining at least 100 jobs in the City). Failure to receive one or more grants could impact the City's decision to appropriate funds for the Bonds.

The City has declared its current intention and expectation to appropriate funds to pay the Bonds. However, such a declaration cannot be construed as contractually obligating or otherwise binding the City. Accordingly, the likelihood that the City will appropriate funds to timely pay the Bonds is dependent upon certain factors that are beyond the control of the Owners, including the demographic conditions within the City and the

City's ability to generate sufficient taxes, user fees and charges, and other revenues to pay the Bonds and the City's operating expenses and other obligations.

Potential Risks Related to COVID-19

A novel strain of coronavirus (which leads to the disease known as "COVID-19") has spread throughout the world and has been characterized by the World Health Organization as a pandemic. The impact of COVID-19 on the U.S. economy has been broad-based and has negatively impacted national, state and local economies.

On March 13, 2020, President Trump declared a "national emergency," which, among other effects, allows the executive branch to disburse disaster relief funds to address COVID-19 and related economic dislocation.

On March 13, 2020, the Governor of the State (the "Governor") signed an Executive Order declaring a state of emergency in the State in response to COVID-19. The Governor subsequently signed Executive Orders extending the state of emergency through August 31, 2021. The stated purpose of the Executive Orders was to allow more flexibility in utilizing resources and deploying them around the State where they are most appropriate, including allowing the Governor to waive certain State laws and regulations where necessary. The Governor and the Missouri Department of Health and Senior Services ("DHS") issued a series of orders in 2020 that initially restricted activities and subsequently provided for reopening of businesses in the State.

The City imposed restrictions on non-essential activities from April 4, 2020 to May 4, 2020. The City closed its offices and asked all employees to work from home for approximately two weeks. A few non-essential account clerks were put on paid leave for four weeks. All businesses were allowed to reopen thereafter.

The City's finances were not materially impacted by COVID-19; no significant capital projects were delayed or otherwise impacted. Although the City's franchise revenues decreased slightly during the pandemic, the sales tax revenues were level and use taxes increased significantly over the budgeted amount. The City received \$418,787 from New Madrid County and Scott County under The Coronavirus Aid, Relief and Economic Security ("CARES") Act for reimbursement of expenses. The City expects to receive approximately \$2.9 million from the American Rescue Plan Act of 2021. See the caption "**FINANCIAL INFORMATION CONCERNING THE CITY – Projected 2021 Operating Results**" in *Appendix A*.

Developments regarding COVID-19 continue to occur on a daily basis, and the extent to which COVID-19 will impact the City in the future is highly uncertain and cannot be predicted. The City finances its operations primarily through taxes, including local property taxes and sales taxes. The proliferation of COVID-19 and the impact of executive orders and social distancing guidelines on businesses and other organizations in the City could result in a reduction in assessed valuation of property in the City in the future. Declining property values in the City, whether caused by COVID-19 or other national or global financial crises, or other reasons, may require higher levy rates, which may increase the burden on local taxpayers and affect certain taxpayers' willingness or ability to continue timely paying sales and property taxes. In addition, if "stay at home orders" are reissued in the future, sales tax revenue generation may be depressed and the timely collection and distribution of property tax revenues by the County could be impacted.

The dynamic nature of the COVID-19 outbreak leads to uncertainties, including (1) the geographic spread of the virus; (2) the severity of the disease; (3) the duration of the outbreak; (4) actions that may be taken by governmental authorities to contain or mitigate the outbreak or recurrences thereof; (5) the development of medical therapeutics or vaccinations; and (6) the impact of the outbreak and actions taken in response to the outbreak on the City's revenues, expenses and financial condition.

No Credit Enhancement or Reserve Fund

No bond insurance policy, letter of credit, reserve fund or other credit enhancement will be issued to insure payment of the principal of or interest on the Bonds. Accordingly, any potential purchaser of the Bonds should consider the financial ability of the City to make the payments of principal of and interest on the Bonds.

Enforcement of Remedies

The enforcement of the remedies under the Bond Ordinance may be limited or restricted by federal or state laws or by the application of judicial discretion, and may be delayed in the event of litigation to enforce the remedies. State laws concerning the use of assets of political subdivisions and federal and state laws relating to bankruptcy, fraudulent conveyances, and rights of creditors may affect the enforcement of remedies. Similarly, the application of general principles of equity and the exercise of judicial discretion may preclude or delay the enforcement of certain remedies. The legal opinions to be delivered with the issuance of the Bonds will be qualified as they relate to the enforceability of the various legal instruments by reference to the limitations on enforceability of those instruments under (1) applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights, (2) general principles of equity, and (3) the exercise of judicial discretion in appropriate cases.

Amendment of the Bond Ordinance

Certain amendments to the Bond Ordinance may be made without the consent of or notice to the owners of the Bonds, other amendments may be made with the consent of the owners of not less than a majority in principal amount of the applicable series of Bonds then outstanding, and other amendments may be made with the consent of the owners of all the Bonds then outstanding of the applicable series. Such amendments may adversely affect the owners of the Bonds.

Risk of Audit

The Internal Revenue Service has established an ongoing program to audit obligations such as the Bonds to determine the legitimacy of the tax status of such obligations. No assurance can be given that the Internal Revenue Service will not commence an audit of the Bonds. Owners of the Bonds are advised that, if an audit of the Bonds were commenced, in accordance with its current published procedures, the Internal Revenue Service is likely to treat the City as the taxpayer, and the Owners of the Bonds may not have a right to participate in such audit. Public awareness of any audit could adversely affect the market value and liquidity of the Bonds during the pendency of the audit, regardless of the ultimate outcome of the audit.

Taxability

The Bonds are not subject to redemption, nor are the interest rates on the Bonds subject to adjustment, in the event of a determination by the Internal Revenue Service or a court of competent jurisdiction that the interest paid or to be paid on any Bond is or was includible in the gross income of the Owner of a Bond for federal income tax purposes. Such determination may, however, result in a breach of the City's tax covenants set forth in the Bond Ordinance authorizing the issuance of the Bonds, which may constitute a default under such Bond Ordinance. Likewise, the Bond Ordinance authorizing the issuance of the Bonds does not require the redemption of the Bonds or the adjustment of interest rates on the Bonds if the interest thereon loses its exemption from income taxes imposed by the State. *It may be that Owners would continue to hold their Bonds, receiving principal and interest as and when due, but would be required to include such interest payments in gross income for federal income tax purposes.*

Other Factors Affecting the City

One or more of the following factors or events could adversely affect the City's operations and financial performance to an extent that cannot be determined at this time:

1. *Future Economic Conditions.* Adverse economic conditions or changes in demographics in the City, including increased unemployment and expenses in periods of inflation, could adversely impact the City's financial condition.
2. *Insurance Claims.* Increases in the cost of general liability insurance coverage and the amounts paid in settlement of liability claims not covered by insurance could adversely impact the City's financial condition.
3. *Natural Disasters.* The occurrence of natural disasters, such as floods, droughts, tornadoes or earthquakes, could damage the facilities of the City, interrupt services or otherwise impair operations and the ability of the City to produce revenues.

Credit Rating and Secondary Market

S&P Global Ratings, a division of S&P Global Inc. ("S&P") has assigned the Bonds the rating set forth on the cover page of this Official Statement. The rating reflects only the views of the rating agency, and an explanation of the significance of such rating may be obtained therefrom. There is no assurance that the rating will remain in effect for any given period of time or that it will not be revised, either downward or upward, or withdrawn entirely, by said rating agency if, in its judgment, circumstances warrant. Any such downward revision or withdrawal of the rating may have an adverse effect on the market price of the Bonds. There is no assurance that a secondary market will develop for the purchase and sale of the Bonds. Prices of municipal securities in the secondary market are subject to adjustment upward and downward in response to changes in the credit markets and changes in operating performance of the entities operating the facilities subject to the municipal securities. From time to time the secondary market trading in selected issues of municipal securities will fluctuate as a result of the financial condition or market position of the underwriter, prevailing market conditions, or a material adverse change in the operations of that entity, whether or not the subject securities are in default as to principal and interest payments, and other factors which may give rise to uncertainty concerning prudent secondary market practices. Municipal securities are generally viewed as long-term investments, subject to material unforeseen changes in the investor's circumstances, and may require commitment of the investor's funds for an indefinite period of time, perhaps until maturity.

Loss of Premium from Redemption

Any person who purchases a Bond at a price in excess of its principal amount or who holds such Bond trading at a price in excess of par should consider the fact that the Bonds are subject to redemption prior to maturity at the redemption prices described herein in the event such Bonds are redeemed prior to maturity. See the section herein captioned **"THE BONDS – Redemption Provisions."**

Defeasance Risks

When all of the Bonds of a series are deemed paid as provided in the Bond Ordinance, the requirements contained in the Bond Ordinance and all other rights granted to bond owners thereby shall terminate. Bonds or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of the Bond Ordinance if there has been deposited with the Paying Agent, or other commercial bank or trust company and having full trust powers, at or prior to the stated maturity or redemption date of said Bonds or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of said Bonds and interest accrued to the stated maturity or redemption date, or if default

in such payment has occurred on such date, then to the date of the tender of such payments; provided, however, that if any such Bonds are to be redeemed prior to their stated maturity, (1) the City has elected to redeem such Bonds, and (2) either notice of such redemption shall have been given, or the City shall have given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Paying Agent to give such notice of redemption in compliance with the Bond Ordinance. Defeasance Obligations include, in addition to cash and obligations pre-refunded with cash, bonds, notes, certificates of indebtedness, treasury bills and other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America. There is no legal requirement in the Bond Ordinance that Defeasance Obligations consisting of such United States obligations be or remain rated in the highest rating category by any rating agency. Prices of municipal securities in the secondary market are subject to adjustment upward and downward in response to changes in the credit markets and that could include the rating of Bonds defeased with Defeasance Obligations to the extent the Defeasance Obligations have a change or downgrade in rating.

Cybersecurity Risks

The City relies on its information systems to provide security for processing, transmission and storage of confidential personal, health-related, credit and other information. It is possible that the City's security measures will not prevent improper or unauthorized access or disclosure of personally identifiable information resulting from cyber-attacks. Security breaches, including electronic break-ins, computer viruses, attacks by hackers and similar breaches can create disruptions or shutdowns of the City and the services it provides, or the unauthorized disclosure of confidential personal, health-related, credit and other information. If personal or otherwise protected information is improperly accessed, tampered with or distributed, the City may incur significant costs to remediate possible injury to the affected persons, and the City may be subject to sanctions and civil penalties if it is found to be in violation of federal or state laws or regulations. Any failure to maintain proper functionality and security of information systems could interrupt the City's operations, delay receipt of revenues, damage its reputation, subject it to liability claims or regulatory penalties and could have a material adverse effect on its operations, financial condition and results of operations. The City has purchased an insurance policy for cybersecurity risks of loss to help mitigate the costs of a cybersecurity event.

LEGAL MATTERS

Absence of Litigation

As of the date hereof, there is no controversy, suit or other proceeding of any kind pending or threatened wherein or whereby any question is raised or may be raised, questioning, disputing or affecting in any way the legal organization of the City or its boundaries, or the right or title of any of its officers to their respective offices, or the legality of any official act in connection with the authorization, issuance and sale of the Bonds, or the constitutionality or validity of the Bonds or any of the proceedings had in relation to the authorization, issuance or sale thereof, or the levy and collection of a tax to pay the principal and interest thereof, or which might affect the City's ability to meet its obligations to pay the Bonds.

Approval of Legality

All legal matters incident to the authorization and issuance of the Bonds are subject to the approval of Gilmore & Bell, P.C., St. Louis, Missouri, Bond Counsel to the City. The expected form of such opinion for the Bonds is attached as *Appendix E* hereto. Certain legal matters related to this Official Statement will be passed upon by Gilmore & Bell, P.C., St. Louis, Missouri.

The various legal opinions to be delivered concurrently with the delivery of the Bonds express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of that expression of

professional judgment, of the transaction opined upon, or of the future performance of parties to such transaction, nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

TAX MATTERS

The following is a summary of the material federal and State of Missouri income tax consequences of holding and disposing of the Bonds. This summary is based upon laws, regulations, rulings and judicial decisions now in effect, all of which are subject to change (possibly on a retroactive basis). This summary does not discuss all aspects of federal income taxation that may be relevant to investors in light of their personal investment circumstances or describe the tax consequences to certain types of owners subject to special treatment under the federal income tax laws (for example, dealers in securities or other persons who do not hold the Bonds as a capital asset, tax-exempt organizations, individual retirement accounts and other tax deferred accounts, and foreign taxpayers), and, except for the income tax laws of the State of Missouri, does not discuss the consequences to an owner under any state, local or foreign tax laws. The summary does not deal with the tax treatment of persons who purchase the Bonds in the secondary market. Prospective investors are advised to consult their own tax advisors regarding federal, state, local and other tax considerations of holding and disposing of the Bonds.

Opinion of Bond Counsel

In the opinion of Gilmore & Bell, P.C., Bond Counsel to the City, under the law existing as of the issue date of the Bonds:

Federal and State of Missouri Tax Exemption. The interest on the Bonds (including any original issue discount properly allocable to an owner thereof) is excludable from gross income for federal income tax purposes and is exempt from income taxation by the State of Missouri.

Alternative Minimum Tax. The interest on the Bonds is not an item of tax preference for purposes of computing the federal alternative minimum tax.

Bank Qualification. The Bonds have not been designated as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code.

Bond Counsel’s opinions are provided as of the date of the original issue of the Bonds, subject to the condition that the City comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The City has covenanted to comply with all such requirements. Failure to comply with certain of such requirements may cause the inclusion of interest on the Bonds in gross income for federal and State of Missouri income tax purposes retroactive to the date of issuance of the Bonds. Bond Counsel is expressing no opinion regarding other federal, state or local tax consequences arising with respect to the Bonds, but has reviewed the discussion under the heading “**TAX MATTERS.**”

Other Tax Consequences.

Original Issue Discount. For federal income tax purposes, original issue discount is the excess of the stated redemption price at maturity of a Bond over its issue price. The stated redemption price at maturity of a Bond is the sum of all payments on the Bond other than “qualified stated interest” (*i.e.*, interest unconditionally payable at least annually at a single fixed rate). The issue price of a Bond is generally the first price at which a substantial amount of the Bonds of that maturity have been sold to the public. Under Section 1288 of the Code, original issue discount on tax-exempt bonds accrues on a compound basis. The amount of original issue discount that accrues to an owner of a Bond during any accrual period generally equals (1) the issue price of that Bond, plus the amount of original issue discount accrued in all prior accrual periods, multiplied by (2) the yield to

maturity on that Bond (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period), minus (3) any interest payable on that Bond during that accrual period. The amount of original issue discount accrued in a particular accrual period will be considered to be received ratably on each day of the accrual period, will be excludable from gross income for federal income tax purposes, and will increase the owner's tax basis in that Bond. Prospective investors should consult their own tax advisors concerning the calculation and accrual of original issue discount.

Original Issue Premium. For federal income tax purposes, premium is the excess of the issue price of a Bond over its stated redemption price at maturity. The stated redemption price at maturity of a Bond is the sum of all payments on the Bond other than "qualified stated interest" (*i.e.*, interest unconditionally payable at least annually at a single fixed rate). The issue price of a Bond is generally the first price at which a substantial amount of the Bonds of that maturity have been sold to the public. Under Section 171 of the Code, premium on tax-exempt bonds amortizes over the term of the Bond using constant yield principles, based on the purchaser's yield to maturity. As premium is amortized, the owner's basis in the Bond and the amount of tax-exempt interest received will be reduced by the amount of amortizable premium properly allocable to the owner, which will result in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes on sale or disposition of the Bond prior to its maturity. Even though the owner's basis is reduced, no federal income tax deduction is allowed. Prospective investors should consult their own tax advisors concerning the calculation and accrual of bond premium.

Sale, Exchange or Retirement of Bonds. Upon the sale, exchange or retirement (including redemption) of a Bond, an owner of the Bond generally will recognize gain or loss in an amount equal to the difference between the amount of cash and the fair market value of any property actually or constructively received on the sale, exchange or retirement of the Bond (other than in respect of accrued and unpaid interest) and such owner's adjusted tax basis in the Bond. To the extent a Bond is held as a capital asset, such gain or loss will be capital gain or loss and will be long-term capital gain or loss if the Bond has been held for more than 12 months at the time of sale, exchange or retirement.

Reporting Requirements. In general, information reporting requirements will apply to certain payments of principal, interest and premium paid on the Bonds, and to the proceeds paid on the sale of the Bonds, other than certain exempt recipients (such as corporations and foreign entities). A backup withholding tax will apply to such payments if the owner fails to provide a taxpayer identification number or certification of foreign or other exempt status or fails to report in full dividend and interest income. The amount of any backup withholding from a payment to an owner will be allowed as a credit against the owner's federal income tax liability.

Collateral Federal Income Tax Consequences. Prospective purchasers of the Bonds should be aware that ownership of the Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, financial institutions, property and casualty insurance companies, individual recipients of Social Security or Railroad Retirement benefits, certain S corporations with "excess net passive income," foreign corporations subject to the branch profits tax, life insurance companies, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry or have paid or incurred certain expenses allocable to the Bonds. Bond Counsel expresses no opinion regarding these tax consequences. Purchasers of Bonds should consult their tax advisors as to the applicability of these tax consequences and other federal income tax consequences of the purchase, ownership and disposition of the Bonds, including the possible application of state, local, foreign and other tax laws.

RATING

S&P Global Ratings, a division of S&P Global Inc. ("S&P"), has assigned the Bonds the rating of "A+." A rating reflects only the view of the rating agency at the time the rating is given, and the City and the Underwriters make no representation as to the appropriateness of the rating or that such rating will not be changed, suspended or withdrawn. S&P has relied on the City and others for the accuracy and completeness of

the information submitted in connection with the rating. The rating is not a “market” rating nor a recommendation to buy, hold or sell the Bonds. The rating may be changed, suspended or withdrawn as a result of changes in, or unavailability of, information. Any downward revision, suspension or withdrawal of a rating could have an adverse effect on the market price and marketability of the Bonds.

CONTINUING DISCLOSURE

General

The City will enter into the Continuing Disclosure Undertaking to assist the Underwriters in complying with Rule 15c2-12 of the Securities and Exchange Commission (the “Rule”). The proposed form of the Continuing Disclosure Undertaking is included in this Official Statement as **Appendix C**. The City is the only “obligated person” with responsibility for continuing disclosure.

Prior Compliance

The City’s only prior continuing disclosure undertaking pursuant to the Rule was in connection with the issuance of \$73,620,000 principal amount of Electric System Revenue Refunding Bonds, 2012 Series (the “2012 Bonds”). In the last five years, the City has been in material compliance with its prior continuing disclosure undertaking executed pursuant to the Rule, except that the City failed to report rating changes with respect to the 2012 Bonds on April 14, 2017, August 9, 2017 and October 23, 2018.

FINANCIAL STATEMENTS

Audited financial statements of the City as of and for the Fiscal Year ended June 30, 2020, are included in **Appendix B**. These financial statements have been audited by Beussink, Hey, Roe & Stroder, L.L.C., Cape Girardeau, Missouri, independent certified public accountants, to the extent and for the periods indicated in their report which is also included in **Appendix B**.

UNDERWRITING

Robert W. Baird & Co. Incorporated, Milwaukee, Wisconsin, and Stifel, Nicolaus & Company, Incorporated, St. Louis, Missouri (the “Underwriters”), have agreed to purchase the Bonds at a price of \$_____ (which is equal to the aggregate original principal amount of the Bonds, plus original issue premium of \$_____, and less an underwriting discount of \$_____). The Underwriters are purchasing the Bonds for resale in the normal course of the Underwriters’ business activities. The Underwriters reserve the right to offer any of the Bonds to one or more purchasers on such terms and conditions and at such price or prices as the Underwriters, in their discretion, determine.

MISCELLANEOUS

The references, excerpts and summaries of all documents referred to herein do not purport to be complete statements of the provisions of such documents, and reference is made to all such documents for full and complete statements of all matters of fact relating to the Bonds, the security for the payment of the Bonds and the rights of the Owners thereof. During the period of the offering, copies of drafts of such documents may be examined at the office of the Financial Advisor; following delivery of the Bonds, copies of such documents may be examined at the corporate trust office of the Paying Agent. The information contained in this Official Statement has been compiled from official and other sources that are deemed to be reliable, and while not guaranteed as to completeness or accuracy, is believed to be correct as of this date.

Any statement made in this Official Statement involving matters of opinion or of estimates, whether or not expressly so stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the information presented herein since the date hereof. This Official Statement is not to be construed as a contract or agreement between the City, the Paying Agent or the Underwriters and the purchasers or Owners of any Bonds.

The City has duly authorized the delivery of this Official Statement.

CITY OF SIKESTON, MISSOURI

By: _____
Mayor

THIS PAGE INTENTIONALLY
LEFT BLANK

APPENDIX A

INFORMATION REGARDING THE CITY

APPENDIX A

TABLE OF CONTENTS

	<u>Page</u>
INFORMATION REGARDING THE CITY	1
General.....	1
General Demographic Statistics.....	2
Pension and Employee Retirement Plans.....	3
Risk Management	5
Employment.....	5
Other Services in the City	5
FINANCIAL INFORMATION CONCERNING THE CITY	7
Accounting, Budgeting and Auditing Procedures.....	7
The General Fund	8
Projected 2021 Operating Results.....	9
Sources of Revenue	10
Sales Tax Collections.....	10
DEBT STRUCTURE OF THE CITY	11
General Obligation Indebtedness	11
Overlapping General Obligation Indebtedness	12
Debt Ratios and Related Information	12
Annual Appropriation Obligations	12
Debt Service Requirements.....	13
Other Obligations.....	14
Tax Abatement and Tax Increment Financing.....	14
History of Debt Payment	14
Future Debt Plans.....	14
PROPERTY TAX INFORMATION OF THE CITY	15
Property Valuations.....	15
Property Tax Levies and Collections	16
Tax Rates	17
Major Property Taxpayers	18

INFORMATION REGARDING THE CITY

Much of the economic and financial information in this Appendix is historic in nature and generally predates the COVID-19 pandemic. It is not possible to predict whether any of the trends shown herein will continue in the future. See **“RISK FACTORS – Potential Risks Relating to COVID-19,”** in the Official Statement.

General

The City is located primarily within Scott County with a small portion within New Madrid County in the Bootheel Region of southeastern Missouri, approximately 155 miles south of St. Louis, Missouri and 145 miles north of Memphis, Tennessee. Sikeston, one of the largest cities in the Bootheel Region, covers an area of approximately 17.5 square miles.

The City was first incorporated as the Town of Sikeston in 1875 and, in April 2002, became a home rule charter city. Once thought of as a strictly agricultural community, Sikeston has expanded its economic focus to include manufacturing and distribution. In the late 1990’s, the City developed an 800-acre Business, Education and Technology Park. The new Sikeston South Industrial Park, a Missouri Certified Site and an Opportunity Zone, is a 265.32-acre park that features flat, cleared land that is ready for development. The Project financed with the Bond proceeds is located in and adjacent to the Sikeston South Industrial Park. See the caption **“PLAN OF FINANCING – The Project”** in the Official Statement. Refresco Beverages US Inc., Unilever, Orgill, Fed Ex and Do-It-Best all have facilities located in the City.

The City has a Mayor/City Council form of government, consisting of a mayor elected at large, two councilmen elected at large and four wards that each elect one councilman. The mayor serves a three-year term. Councilmen serve staggered three-year terms.

The current elected officials of the City are:

<u>Name</u>	<u>Title</u>	<u>Term Expires</u>
Greg Turnbow	Mayor	2024
Ryan Merideth	Council Member At-Large	2022
Brian Self	Council Member At-Large	2025
Brandon Sparks	Mayor Pro Tem/Council Member - Ward 1	2022
Vest Baker	Council Member - Ward 2	2024
David Teachout	Council Member - Ward 3	2024
Onethia T. Williams	Council Member - Ward 4	2022

In addition to the above-listed elected officials, the City also appoints a City Manager, City Clerk and Finance Director/City Treasurer. The City Manager appoints the City Counselor, Collector, Public Safety Director and Government Services Director.

General Demographic Statistics

Population. Recent population patterns for the City, Scott County and the State of Missouri have been as follows:

<u>Year</u>	<u>City</u>		<u>Scott County</u>		<u>State of Missouri</u>	
	<u>Population</u>	<u>Percentage Change</u>	<u>Population</u>	<u>Percentage Change</u>	<u>Population</u>	<u>Percentage Change</u>
1990	17,641	N/A	39,376	N/A	5,116,901	N/A
2000	16,992	-3.68%	40,422	2.66%	5,595,211	9.35%
2010	16,318	-3.97	39,191	-3.05	5,988,927	7.04
2019	16,200	-0.72	38,633	-1.42	6,104,910	1.94

Source: United States Census Bureau.

The following table shows the United States Census Bureau population estimates for 2019 by age categories for the City, Scott County and the State of Missouri:

<u>Age</u>	<u>City</u>	<u>Scott County</u>	<u>State of Missouri</u>
Under 5 years	1,078	2,486	371,570
5-19 years	3,125	7,418	1,168,897
20-24 years	896	2,424	414,394
25-44 years	3,894	9,143	1,551,590
45-64 years	4,003	10,277	1,591,734
65 and over	<u>3,204</u>	<u>6,885</u>	<u>1,006,725</u>
Total	16,200	38,633	6,104,910
Median Age	39.9	40.0	38.6

Source: United States Census Bureau.

Housing. The median values of owner-occupied housing units in the City, Scott County and the State of Missouri are as follows:

City	\$121,400
Scott County	109,200
State of Missouri	157,200

Source: United States Census Bureau, 2015-2019 American Community Survey 5-year Estimates.

Income. The following table presents certain income statistics for the City, Scott County, the State of Missouri and the United States:

	<u>Per Capita Income</u>	<u>Median Family Income</u>
City	\$24,289	\$49,964
Scott County	24,921	53,789
State of Missouri	30,810	70,398

Source: United States Census Bureau, 2015-2019 American Community Survey 5-year Estimates.

The following table presents per capita personal income⁽¹⁾ for Scott County and the State of Missouri for the years 2015 through 2019, the latest date for which such information is available:

<u>Year</u>	<u>Scott County</u>	<u>State of Missouri</u>
2015	\$37,460	\$43,153
2016	38,036	44,318
2017	39,199	45,342
2018	40,193	47,109
2019	41,626	48,656

(1) **“Per Capita Personal Income”** is the annual total personal income of residents divided by the estimated population as of March 2019. **“Personal Income”** is the sum of net earnings by place of residence, rental income of persons, personal dividend income, personal interest income, and transfer payments. **“Net Earnings”** is earnings by place of work – the sum of wage and salary disbursements (payrolls), other labor income, and proprietors’ income – less personal contributions for social insurance, plus an adjustment to convert earnings by place of work to a place-of-residence basis. Personal Income is measured before the deduction of personal income taxes and other personal taxes and is reported in current dollars (no adjustment is made for price changes).

Source: U.S. Department of Commerce, Bureau of Economic Analysis.

Pension and Employee Retirement Plans

The City participates in the Missouri Local Government Employees’ Retirement System (“LAGERS”), an agent multiple-employer public employee retirement system that acts as a common investment and administrative agent for local government entities in Missouri. LAGERS was created and is governed by state statute, and is a defined-benefit pension plan that provides retirement, disability and death benefits. The plan is qualified under the Internal Revenue Code Section 401(a) and is tax-exempt. LAGERS is governed by a seven-member Board of Trustees consisting of three trustees elected by participating employees, three trustees elected by participating employers and one trustee appointed by the Governor.

LAGERS issues a publicly-available financial report that includes financial statements and required supplementary information. The LAGERS Comprehensive Annual Financial Report for the Fiscal Year ended June 30, 2020 (the “2020 LAGERS CAFR”) is available at <https://www.molagers.org/financial-reports/>. The link to the 2020 LAGERS CAFR is provided for general background information only, and the information in the 2020 LAGERS CAFR is not incorporated by reference herein. The 2020 LAGERS CAFR provides detailed information about LAGERS, including its financial position, investment policy and performance information, actuarial information and assumptions affecting plan design and policies, and certain statistical information about the plan.

All full-time employees of the City are eligible to participate in LAGERS. As permitted by LAGERS, the City has elected the non-contributory plan, meaning its participating employees do not contribute to the pension plan. The City is required by statute to contribute at an actuarially determined rate for each category of participating employees. For the 2020 Fiscal Year, the City contributed \$421,917 to LAGERS on behalf of participating employees. The City’s actuarially determined contribution rate for the period ending June 30, 2020 was 6.3% for general employees, 8.9% for police, and 5.8% for fire of covered payroll. In the Fiscal Year ended June 30, 2020, the City’s contribution to LAGERS on behalf of its employees represented approximately 2.45% of the City’s total governmental expenses.

The following provides a historical comparison of the City’s actual contributions to LAGERS relative to the actuarially determined contributions for the last five Fiscal Years of the City:

Schedule of City Contributions

<u>Fiscal Year Ended June 30</u>	<u>Actuarially Determined Contribution</u>	<u>Actual Employer Contributions</u>	<u>Contribution Excess/(Deficiency)</u>
2016	\$420,537	\$420,537	\$ 0
2017	390,544	390,544	0
2018	379,637	379,637	0
2019	372,695	372,695	0
2020	457,375	421,917	35,458

Source: Comprehensive Annual Financial Reports for Fiscal Year ended June 30, 2020.

The City has implemented GASB Statement No. 68, *Accounting and Financial Reporting for Pensions – An Amendment of GASB Statement No. 27*. This Statement requires the City to record net pension liability and pension expense on its financial statements. The net pension liability is the difference between the total pension liability and the plan’s fiduciary net position. The pension expense recognized each Fiscal Year is equal to the change in the net pension liability from the beginning of the year to the end of the year, adjusted for deferred recognition of certain changes in the liability and investment experience.

As of June 30, 2020, the City had 339 participants (active members, retirees, beneficiaries and inactive, nonretired members) in LAGERS. The City has exclusive financial responsibility for the LAGERS liabilities relating to current and former City employees. The City’s accrued pension expense for the Fiscal Year ended June 30, 2020 was \$422,539 and the net pension liability (asset) attributable to the City’s participation in LAGERS as of June 30, 2020, to be recorded on the City’s financial statements for the Fiscal Year ended June 30, 2020, was as set forth below.

Net Pension Liability

Total Pension Liability	\$27,454,676
Less: Plan Fiduciary Net Position	<u>29,216,683</u>
Net Pension Liability/(Asset)	<u>\$ (1,762,007)</u>

The City’s net pension liability is based on a 7.25% discount rate, which is also the current assumed investment rate of return of LAGERS. LAGERS advised the City that its proportionate share of the net pension liability using a 1% higher or lower discount rate at June 30, 2020 would be as follows:

Net Pension Liability/(Asset) Sensitivity

	<u>1.0% Decrease (6.25%)</u>	<u>Current Discount Rate (7.25%)</u>	<u>1.0% Increase (8.25%)</u>
City’s Net Pension Liability/(Asset)	\$2,328,324	<u>\$ (1,762,007)</u>	(\$5,100,616)

For additional information regarding the City’s participation in LAGERS relating to the Fiscal Year ended June 30, 2020 see Note 6 in **Appendix B**, and for additional information regarding LAGERS, see the 2020 LAGERS CAFR.

Risk Management

The City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees and natural disasters. The City handles these risks of loss through the purchase of commercial insurance policies. No significant reduction in insurance coverage occurred during the year. In addition, settled claims resulting from these risks have not exceeded coverage in any of the past three years.

Employment

The following table sets forth information concerning the total labor force of the City, and unemployment rates for the City, Scott County, the State of Missouri and the United States from 2016 through 2020:

<u>City Labor Force</u>				<u>Unemployment Rates</u>			
<u>Year</u>	<u>Employed</u>	<u>Unemployed</u>	<u>Total</u>	<u>City</u>	<u>Scott County</u>	<u>State of Missouri</u>	<u>United States</u>
2016	7,447	636	8,083	7.9%	5.7%	4.5%	4.9%
2017	7,614	500	8,114	6.2	4.4	3.8	4.4
2018	7,664	384	8,048	4.8	3.4	3.2	3.9
2019	7,582	391	7,973	4.9	3.5	3.3	3.7
2020	7,448	590	8,038	7.3	5.3	6.1	8.1

Source: Missouri Economic Research and Information Center.

The top ten employers located within the City are as follows:

<u>Employer</u>	<u>Type of Business/Products</u>	<u>Number of Employees</u>
Missouri Delta Medical Center	Health Care Services	839
Unilever	Ice Cream Packaging	800
Sikeston Public School System	Public Education	533
Walmart	Retail Sales	485
Orgill, Inc.	Distribution Warehouse	420
Alan Wire Company	Electrical Wire/Cable	350
Food Giant, Inc.	Retail Food Services	255
Burch Food Service	Food Service	180
Ferguson Medical Clinic	Health Care Services	180
Do It Best Corp.	Retail Distribution	180

Source: Sikeston Regional Chamber and Sikeston Area Economic Development Corporation

Other Services in the City

Transportation. The City is located at the intersection of Interstates 55 and 57 and U.S. Highways 60, 61 and 62. Centrally located between St. Louis and Memphis, the City is just 22 miles from the confluence of the Mississippi and Ohio Rivers. The City's municipal airport provides a 5,500-foot runway with a new terminal completed in 2016. The Cape Girardeau Regional Airport is located 22 miles north of the City. Seven motor freights are located within the Sikeston region. Rail service is provided by Burlington Northern Santa Fe.

Education. The Sikeston R-6 Public School District (the “**District**”) serves more than 3,400 students in grades pre-K through 12. The District also operates a Career and Technology Center and provides on-going adult and community education programs. Southeast Missouri State University and Three Rivers Community College have campuses in the City, offering coursework for Associate and Bachelors’ degrees in various fields, as well as specialized technical training. Several private elementary schools also serve the Sikeston community.

Communications and Media. Telecommunication services are provided to City residents by AT&T, Spectrum and Viasat. Wireless telephone service is offered by numerous providers. In addition to City radio stations and television channels, a variety of radio stations and television channels from surrounding cities are available to City residents. There is one major newspaper circulated in the City, the *Standard Democrat*. Spectrum and AT&T provide cable television.

Police and Fire Protection. Police and fire protection are provided by the Sikeston Department of Public Safety.

Utilities. The Board of Municipal Utilities of the City of Sikeston, Missouri (the “Board of Municipal Utilities”), a separate operating unit of the City, was created by the City’s charter to operate, control and manage the City’s Electric System, Water System and Sewer System.

City residents experience some of the lowest electric rates in the State of Missouri due to the municipal-owned coal-fired electric generating plant operated by the Board of Municipal Utilities. The Sikeston Wholesale Electric System is comprised of a 235-megawatt coal-fired plant, a 34-megawatt purchased power agreement with the Southwestern Power Administration for hydroelectric power, purchase power and enabling agreements with a majority of utilities in the region, and an energy trading department with capabilities to manage the City’s electric needs and obligations around the clock. The retail electric system has two separate interconnections to the Sikeston Wholesale Electric System that feed a 69-kilovolt transmission loop around the City.

In 1999, the Board of Municipal Utilities constructed a 33-mile fiber optic communications backbone throughout the City. This fiber backbone gives the Board of Municipal Utilities the ability to connect, monitor and communicate with all components of the Electric, Water and Sewer Systems, which improves service reliability and reduces operational and maintenance costs. The fiber system also provides local government, public school, and industrial customers with a high-speed, wide-area communications network.

Natural gas service is provided by Liberty Utilities.

Medical. The Missouri Delta Medical Center, founded in 1948, has more than 125 beds and over 84 physicians on staff specializing in 25 different areas of healthcare. In 2019, Missouri Delta Medical Center was one of only 51 hospitals to receive the Gold Award, the highest possible award from the TMF Health Quality Institute. Located just 22 miles from the City, Southeast HEALTH, a 263-bed regional medical complex, and Saint Francis Medical Center, a 284-bed regional medical center, provide services for general health care and acute illnesses. The City is also served by more than 30 additional independent medical providers. A variety of nursing and retirement facilities provide the City’s elderly with care and medical assistance.

Recreation, Culture and Entertainment. The City maintains 281-acres of parks, providing a variety of recreational opportunities. These include two fishing lakes (with handicapped access), seven trails for walking, biking or running, a community building, and lighted tennis and basketball courts, soccer, football, softball and baseball fields. The YMCA of Southeast Missouri is located in the City and offers members a 5,000 square foot fitness center, elevated walking track, aquatic center with 6-lane pool and an additional pool with zero-depth entry, a 15-foot water slide, and a bubbler. The YMCA operates several youth league athletic programs, as well as other recreational and fitness activities.

Sikeston's Public Library houses more than 45,000 books, audio-books, videos and magazines. Its programming includes book discussion groups, weekly pre-school story hour and "Family Night" events and an outstanding summer reading program for pre-school through high school youth.

The Albritton-Mayer Cultural Center is home to the Sikeston Little Theatre Group which provides musical, drama and comedy performances throughout the year. The Sikeston Depot Museum & Gallery, a restored train depot on the National Register of Historic Places, is filled with local history and memorabilia. It hosts local, as well as traveling art and cultural exhibits from the Smithsonian and other institutions. Historic Downtown Sikeston, with its cobblestone streets and period lighting, has a variety of specialty shops and boutiques. The City's historic homes, many constructed in the early to mid-1900's, are located adjacent to the City's downtown shopping district.

FINANCIAL INFORMATION CONCERNING THE CITY

Accounting, Budgeting and Auditing Procedures

The accounting policies of the City conform to generally accepted accounting principles (GAAP) as applicable to governmental units. The following is a summary of the significant policies.

Basis of Accounting. All governmental funds are accounted for using the modified accrual basis of accounting. Under this method of accounting, revenues are recognized in the period in which they become both measurable and available. Available means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. Significant revenues which are considered susceptible to accrual include sales taxes, utility gross receipts taxes and certain intergovernmental revenues. Expenditures are recognized in the period in which the funds liability is incurred, if measurable, except principal and interest on general long-term debt which is recognized when due.

Fund Accounting. The accounts of the City are organized on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures. The various funds are summarized by type in the general purpose financial statements. The fund types used by the City are discussed below.

Governmental Funds. Governmental funds are those through which most governmental functions of the City are financed. The acquisition, use and balances of the City's expendable financial resources and the related liabilities are accounted for through governmental funds. The measurement focus is upon determination of changes in financial position. The following are the City's major Governmental Funds:

General Fund - The General Fund is the general operating fund of the City used to account for all financial resources except those required to be accounted for in another fund.

Sales Tax Trust Fund - The Sales Tax Trust Fund is a special revenue fund used to account for the accumulation of resources from the City's two-cent general sales tax.

Transportation Sales Tax Fund - The Transportation Sales Tax Fund is used to account for revenues restricted for transportation purposes. The major source of revenues is from the City's quarter cent transportation sales tax.

Capital Improvement Sales Tax Fund - The Capital Improvement Sales Tax Fund is used to account for revenues restricted for capital improvement purposes. The major source of revenues is from the City's one-half cent capital improvement sales tax.

Internal Service Fund. This fund is a proprietary fund used to account for the financing of goods or services provided by one department or agency to other departments. This fund was established to account for employee health insurance.

Budget Policies. Each year the Mayor submits to the City Council a proposed operating budget for the Fiscal Year commencing the following July 1. The operating budget includes proposed expenditures and the means of financing them. The budget is legally enacted by ordinance after public hearings are held to obtain taxpayer comments. The City cannot legally budget expenditures, at the fund level, in excess of the total revenue of the preceding year plus any unreserved fund balance at the end of such year. The original budget adopted by the City Council may be amended anytime during the year provided the limit is not exceeded.

The General Fund

In accordance with established accounting procedures of governmental units, the City records its financial transactions under various funds. The largest is the General Fund, from which all general operating expenses are paid and to which taxes and all other revenues not specifically allocated by law or contractual agreement to other funds are deposited. The following table sets forth the revenues, expenditures and fund balances for the City's General Fund for the Fiscal Years ending June 30, 2018 through 2020.

The table should be read in conjunction with the other financial statements and notes appertaining thereto set forth in ***Appendix B*** of this Official Statement and the financial statements on file at the City.

[Remainder of page intentionally left blank.]

**STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES - GENERAL FUND**

	<u>2018</u>	<u>2019</u>	<u>2020</u>
REVENUES			
Taxes	\$ 4,837,329	\$ 4,988,864	\$ 5,302,205
Licenses and Permits	224,264	251,574	240,345
Intergovernmental	867,100	987,863	856,732
Charges for Services	1,566,605	1,741,575	1,752,410
Rents and Leases	84,853	93,810	86,520
Investment Income ⁽¹⁾	--	--	79,203
Other	<u>145,363</u>	<u>853,104</u>	<u>261,123</u>
Total Revenues	<u>\$ 7,725,514</u>	<u>\$ 8,916,790</u>	<u>\$ 8,578,538</u>
EXPENDITURES			
General Government	\$ 2,411,283	\$ 2,739,884	\$ 2,768,293
Administrative Services	857,391	910,731	937,132
Public Safety	5,722,078	5,903,245	5,909,978
Public Works	<u>848,562</u>	<u>980,813</u>	<u>1,059,856</u>
Total Expenditures	<u>\$ 9,839,314</u>	<u>\$10,534,673</u>	<u>\$10,675,259</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>\$ (2,113,800)</u>	<u>\$ (1,617,884)</u>	<u>\$ (2,096,721)</u>
OTHER FINANCING SOURCES (USES)			
Transfers In ⁽²⁾	\$ 3,429,519	\$ 3,333,728	\$ 3,224,246
Transfers Out ⁽³⁾	<u>(2,241,050)</u>	<u>(801,183)</u>	<u>(1,527,947)</u>
Total Other Financing Sources (Uses)	<u>\$ 1,188,469</u>	<u>\$ 2,532,545</u>	<u>\$ 1,696,299</u>
REVENUES AND OTHER SOURCES OVER (UNDER) EXPENDITURES AND OTHER USES	\$ (925,330)	\$ 914,661	\$ (400,422)
ADJUSTMENTS TO PRIOR PERIOD⁽²⁾	--	--	\$ 45,303
FUND BALANCE -- JULY 1	<u>\$ 4,082,319</u>	<u>\$ 3,156,989</u>	<u>\$ 4,071,650</u>
FUND BALANCE -- JUNE 30	<u>\$ 3,156,989</u>	<u>\$ 4,071,650</u>	<u>\$ 3,716,531</u>

(1) Investment Revenue is included with Miscellaneous Revenue in the fiscal years ended June 30, 2018 and June 30, 2019.

(2) Represents transfers of a one percent sales tax that is allocated for public safety, which is paid from the General Fund.

(3) Deferred revenues for property taxes were inadvertently reported in prior years resulting in an understated fund balance.

Source: Comprehensive Annual Financial Reports for Fiscal Years ended June 30, 2018 – 2020.

Projected 2021 Operating Results

The adopted budget for Fiscal Year 2021 shows a year-end balance of approximately \$4.4 million. The significant increase is primarily due to revenues from the use tax that was passed by the voters in 2019. The adopted budget does not take into account receipts from the American Rescue Plan Act of 2021 (currently estimated at \$2.9 million), half of which are expected to be received in the current Fiscal Year.

Sources of Revenue

The City finances its general operations through taxes and other sources. The sources of revenue for the Fiscal Year ended June 30, 2020 for the General Fund are shown below:

<u>Source</u>	<u>Amount</u>	<u>Percent</u>
Taxes	\$ 5,302,205	61.81%
Licenses and Permits	240,345	2.80
Intergovernmental	856,732	9.99
Charges for Services	1,752,410	20.43
Rents and Leases	86,520	1.01
Investment Income	79,203	0.92
Other	<u>261,123</u>	<u>3.04</u>
Total	<u>\$8,578,538</u>	<u>100.00%</u>

Source: City's Audited Financial Statements for Fiscal Year ended June 30, 2020.

Sales Tax Collections

Payment of the principal of and interest on the Bonds may be made, subject to annual appropriation, from any funds of the City legally available for such purpose. The City intends to annually budget and appropriate its share of the debt service on the Bonds (beyond the portion being paid from State and Federal grants) from the General Fund, which is funded in part by the general sales tax. **Purchasers of the Bonds should be aware that such revenues are not pledged to the payment of the Bonds. The Bonds and the interest thereon will constitute special obligations of the City payable solely from amounts appropriated in each Fiscal Year from (1) the income and revenues of the City provided for such Fiscal Year and (2) any unencumbered balances from previous years. The City is not obligated to make any such annual appropriation. The Bonds do not constitute general obligations or indebtedness of the City within the meaning of any constitutional, statutory or charter limitation or provision, and the City does not pledge its full faith and credit and is not obligated to levy taxes or resort to any other moneys or property of the City to pay the principal of and interest on the Bonds.**

General Sales Taxes. One of the City's largest sources of revenue is its one percent general sales tax on retail sales that was authorized in 2015. The following table presents the collection history of the general sales taxes for the past five Fiscal Years:

<u>Year</u>	<u>Total Amount Collected</u>	<u>Percent Changed</u>
2016	\$3,120,093	N/A
2017	3,116,172	-0.13%
2018	3,093,083	-0.74
2019	3,118,373	+0.82
2020	3,296,591	+5.72

Source: City's Audited Financial Statements for Fiscal Years ended June 30, 2016-2020.

Transportation Sales Tax. The following table presents the collection history of the City's one-half cent transportation sales tax for the past five Fiscal Years:

<u>Year</u>	<u>Total Amount Collected</u>	<u>Percent Changed</u>
2016	\$1,559,246	N/A
2017	1,557,936	-0.08%
2018	1,546,542	-0.73%
2019	1,559,037	+0.81
2020	1,647,423	+5.67

Source: City's Audited Financial Statements for Fiscal Years ended June 30, 2016-2020.

Capital Improvement Sales Tax. In November 2015, the voters of the City approved the imposition of a one-half cent capital improvement sales tax. The capital improvement sales tax went into effect on April 1, 2016. The following table presents the collection history of the City's one-half cent capital improvement sales tax for the past five Fiscal Years:

<u>Year</u>	<u>Total Amount Collected⁽¹⁾</u>	<u>Percent Changed</u>
2016 ⁽¹⁾	\$ 261,763	N/A
2017	1,544,781	N/A
2018	1,545,714	+0.06%
2019	1,558,599	+0.83
2020	1,646,874	+5.66

⁽¹⁾ The City's one-half cent capital improvement sales tax became effective on April 1, 2016.

Source: City's Audited Financial Statements for Fiscal Years ended June 30, 2016-2020.

Use Tax. On November 5, 2019, the voters of the City approved the imposition of a local use tax at the same rate as the City's local sales tax rate (currently 3.0%). The use tax went into effect on January 1, 2020. If any portion of the City's local sales tax is repealed, reduced or raised by voter approval, the local use tax shall also be repealed, reduced or raised. A use tax return is not required to be filed by persons whose purchases from out-of-state vendors do not in total exceed \$2,000 in any calendar year. The Missouri General Assembly is considering legislation that would require another vote within the City regarding the imposition and levying of the use tax on internet purchases. The City does not know whether that legislation is likely to pass.

DEBT STRUCTURE OF THE CITY

General Obligation Indebtedness

General Obligation Bonds Payable. The City does not have any general obligation bonds outstanding.

Computation of Legal Debt Capacity. Article VI, Sections 26(b) and 26(c) of the Constitution of Missouri, limit the net outstanding amount of authorized general obligation bonds for a city to ten percent of the assessed valuation of the city, with the required voter approval. Article VI, Sections 26(d) and 26(e), however, provide that a city may, with the required voter approval, issue general obligation bonds in an amount not to exceed an additional ten percent of assessed valuation for the purpose of acquiring rights-of-way; constructing, extending and improving streets and avenues; constructing, extending and improving sanitary or storm sewer systems; or purchasing or constructing waterworks or electric light plants; provided that the total general obligation indebtedness of a city does not exceed twenty percent of the assessed valuation.

The following table sets forth the City's debt margin and constitutional debt limit:

2020 Assessed Valuation ⁽¹⁾	\$242,635,965
Debt Limit - 20% of Assessed Valuation	\$48,527,193
Less: General Obligation Indebtedness Outstanding	(0)
Debt Margin	\$48,527,193
Less: General Obligation Indebtedness Authorized but Unissued ⁽¹⁾	(0)
Constitutional Debt Limit	\$48,527,193

⁽¹⁾ Includes assessed valuation attributable to tax increment financing districts located within the City.

⁽²⁾ The constitutional debt limit includes all voted bonds.

Overlapping General Obligation Indebtedness

The following table sets forth the general obligation indebtedness of political subdivisions with boundaries overlapping the City as of the date of this official statement, and the percent attributable (on the basis of assessed valuation) to the City. The table was compiled from information furnished by the jurisdictions responsible for the debt, and the City has not independently verified the accuracy or completeness of such information. Furthermore, political subdivisions may have ongoing programs requiring the issuance of additional bonds, the amounts of which cannot be determined at this time.

<u>Taxing Jurisdiction</u>	<u>Outstanding General Obligation Indebtedness</u>	<u>Percent Applicable to City</u>	<u>Amount Applicable to City</u>
Sikeston R-6 School District	\$22,730,000	86.23%	\$19,600,079

Source: Records of the above-referenced jurisdictions.

Debt Ratios and Related Information

2019 City Population	16,200
2020 Assessed Valuation ⁽¹⁾	\$242,635,965
2020 Estimated Actual Valuation ⁽¹⁾	\$961,280,550
Outstanding General Obligation Bonds ("Direct Debt")	\$0.00
Per Capita Direct Debt	\$0.00
Ratio of Direct Debt to Assessed Valuation ⁽¹⁾	0.00%
Ratio of Direct Debt to Estimated Actual Valuation ⁽¹⁾	0.00%
Overlapping General Obligation Debt ("Overlapping Debt")	\$19,600,079
Total Direct and Overlapping Debt	\$19,600,079
Per Capita Direct and Overlapping Debt	\$1,209.88
Ratio of Direct and Overlapping Debt to Assessed Valuation ⁽¹⁾	8.08%
Ratio of Direct and Overlapping Debt to Estimated Valuation ⁽¹⁾	2.04%

⁽¹⁾ Includes assessed valuation attributable to tax increment financing districts located within the City.

Annual Appropriation Obligations

Special obligation bonds, lease or other obligations secured by annually appropriated funds do not constitute an indebtedness for the purposes of any Missouri statutory or constitutional debt limit. Such obligations are payable solely from annually appropriated funds of a governmental body available therefor and neither taxes nor a specific source of revenue can be pledged to make payments on such obligations. Any

increase in taxes required to generate sufficient funds with which to make payments on such obligations are subject to voter approval.

On November 14, 2014, the City entered into a lease purchase agreement with US Bancorp to purchase three dump trucks. On August 25, 2015, the City entered into a lease purchase agreement with Regions Equipment Finance Corporation to purchase a pumper and ladder truck. The following schedules show the yearly rental payments that are payable by the City under these lease purchase agreements, subject to annual appropriation:

<u>Fiscal Year</u> <u>Ending June 30</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2021	\$125,784.82	\$ 20,968.93	\$146,753.75
2022	127,306.12	17,918.81	145,224.93
2023	128,845.84	14,831.77	143,677.61
2024	130,404.20	11,707.34	142,111.54
2025	131,981.48	8,545.05	140,526.53
2026	83,774.55	5,975.78	89,750.33
2027	84,758.90	4,007.08	88,765.98
2028	<u>85,754.85</u>	<u>20,15.24</u>	<u>87,770.09</u>
Total	<u>\$898,610.76</u>	<u>\$85,970.00</u>	<u>\$984,580.76</u>

See Note 5 of the City's Audited Financial Statements for Fiscal Year ended June 30, 2020 attached as **Appendix B** to this Official Statement for more information at the City's Annual Appropriation Obligations.

Debt Service Requirements

The following schedule shows the yearly principal and interest requirements for the Bonds:

<u>Fiscal Year</u> <u>Ending June 30</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2022			
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
Total			

Other Obligations

The City has previously issued revenue bonds for utility improvements. The Board of Municipal Utilities is responsible for repayment of those bonds; accordingly, those bonds are not shown on the City's financial statements. The Board of Municipal Utilities has also entered into numerous lease financings for improvements to the utility systems.

Tax Abatement and Tax Increment Financing

Under Missouri law, tax abatement is available for redevelopers of areas determined by the governing body of a city to be "blighted." The Land Clearance for Redevelopment Authority Law authorizes 10-year tax abatement pursuant to Sections 99.700 to 99.715, Revised Statutes of Missouri, as amended. In lieu of 10-year tax abatement, a redeveloper which is an urban redevelopment corporation formed pursuant to Chapter 353, Revised Statutes of Missouri, as amended, may seek real property tax abatement for a total period of 25 years. In addition, the Industrial Development Law, Chapter 100, RSMo, authorizes real and personal property tax abatement for corporations for projects for industrial development. Currently, there are tax abatement projects located within the City.

In addition, the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865, Revised Statutes of Missouri, as amended, makes available tax increment financing for redevelopment projects in certain areas determined by the governing body of a city to be a "blighted area," "conservation area," or "economic development area," each as defined in such Act. Currently, certain portions of the City are located in tax increment financing districts.

Neither tax abatement nor tax increment financing diminishes the amount of property tax revenues currently collected by the City in an affected area, but instead acts to freeze such revenues at current levels and deprives the City and other taxing districts of future increases (in whole or in part, depending on the terms of the transaction) in ad valorem property tax revenues that otherwise would have resulted from increases in assessed valuation in such areas until the tax increment financing obligations issued are repaid or the tax abatement period terminates.

According to the County Clerks of New Madrid and Scott Counties, the TIF Increment attributable to property within the City is \$5,957,030 for the 2020 tax year.

See Notes 12 and 14 of the City's Audited Financial Statements for Fiscal Year ended June 30, 2020 attached as **Appendix B** to this Official Statement for a summary of tax abatement in the City and the City's outstanding tax increment financing obligations. In addition, the City has offered partial property tax abatement to Carlisle Construction Materials, LLC in connection with its proposed construction of an approximately 445,000 square foot production facility in the City. The company will receive 100% abatement of the property taxes otherwise due during the first 10 years following completion of the facility, 75% abatement during the next 5 years, and 50% abatement during the next 5 years.

History of Debt Payment

The City has never defaulted on any indebtedness of the City and has never failed to appropriate funds for the payment of annually appropriated obligations.

Future Debt Plans

The City does not have plans to issue additional obligations in the foreseeable future. However, the City continuously evaluates the needs of its community, infrastructure and facilities, including the possible expansion, improvement or maintenance of the City's existing systems and facilities.

PROPERTY TAX INFORMATION OF THE CITY

Property Valuations

Assessment Procedure. All taxable real and personal property within the City is assessed by the County Assessors of New Madrid and Scott Counties. Missouri law requires that personal property be assessed at 33-1/3% of true value (except for a few subclasses of minimal value that are assessed at a lower percentage) and that real property be assessed at the following percentages of true value:

Residential real property.....	19%
Agricultural and horticultural real property.....	12%
Utility, industrial, commercial, railroad and all other real property	32%

On January 1 in every odd-numbered year, each County Assessor must adjust the assessed valuation of all real property located within the county in accordance with a two-year assessment and equalization maintenance plan approved by the State Tax Commission.

The County Assessor is responsible for preparing the tax roll each year and for submitting the tax roll to the Board of Equalization. The County Board of Equalization has the authority to adjust and equalize the values of individual properties appearing on the tax rolls.

Current Assessed Valuation. The following table shows the total assessed valuation and the estimated actual valuation, by category, of all taxable tangible property situated in the City (including assessed valuation amounts attributable to locally and state assessed railroad and utility property and tax increment financing districts located within the City) for calendar year 2020, according to the assessment for property owned as of January 1, 2020, as finally adjusted and equalized by the Board of Equalization:

<u>Type of Property</u>	<u>Total Assessed Valuation⁽¹⁾</u>	<u>Assessment Rate</u>	<u>Total Estimated Actual Valuation⁽³⁾</u>
Real Estate:			
Residential	\$ 98,875,950	19%	\$520,399,737
Agricultural	342,620	12%	2,855,167
Commercial ⁽²⁾	61,103,580	32%	190,948,688
State Assessed Railroad and Utility	<u>888,676</u>	32%	<u>2,777,113</u>
Total Real Estate	\$161,210,826		\$716,980,705
Personal Property			
Regular ⁽²⁾	\$ 80,921,770	33 1/3%	\$242,789,589
State Assessed Railroad and Utility	<u>503,369</u>	33 1/3%	<u>1,510,258</u>
Total Personal Property	\$ 81,425,139		\$244,299,847
Total Real and Personal	<u>\$242,635,965</u>		<u>\$961,280,550</u>

⁽¹⁾ Includes assessed valuation attributable to tax increment financing districts located within the City. The total assessed valuation of all taxable tangible property attributable to tax increment financing districts situated in the City for 2020 was \$5,957,030.

⁽²⁾ Includes locally assessed railroad and utility property.

⁽³⁾ Assumes all personal property is assessed at 33-1/3%; because certain subclasses of tangible personal property are assessed at less than 33-1/3%, the estimated actual valuation for personal property would likely be greater than that shown above. See “*Assessment Procedure*” above for further discussion.

Source: New Madrid County and Scott County.

History of Property Valuations. The total assessed valuation of all taxable tangible property situated in the City (including assessed valuation amounts attributable to locally and state assessed railroad and utility property and tax increment financing districts located within the City) according to the assessments of January 1, as finally adjusted and equalized by the Board of Equalization, has been as follows:

<u>Tax Year</u>	<u>Assessed Valuation⁽¹⁾</u>	<u>Percent Change</u>
2015	\$209,454,171	N/A
2016	216,218,257	+3.23%
2017	216,460,752	+0.11
2018	234,553,295	+8.36
2019	234,725,381	+0.07

⁽¹⁾ Includes state and locally assessed railroad and utility property and assessed valuation attributable to tax increment financing districts located within the City.

Source: City's Budget for the Fiscal Year ending June 30, 2021.

Property Tax Levies and Collections

Not later than September 30 of each year, the City Council sets the rate of tax for the City and files the tax rate with the County by October 1. Taxes are levied at the City's tax rate per \$100 of assessed valuation. The County is responsible for reviewing the rate of tax to ensure that it does not exceed constitutional limits. Article X, Section 22 of the Missouri Constitution (the "**Hancock Amendment**") requires the City to adjust its operating levy if the equalized assessed value of property within the City, excluding the value of new construction and improvements, increases by a larger percentage than the increase in the general price level from the previous year. In such an event, the City would be required to reduce its operating levy to a rate that would yield the same gross revenue, adjusted for changes in the general price level, as could have been collected at the existing operating levy applied to the prior assessed value. The Hancock Amendment does not apply to taxes imposed for the payment of principal and interest on general obligation bonds.

Taxes are levied on all taxable real property owned as of January 1 in each year. Certain properties, such as those used for charitable, education and religious purposes, are excluded from ad valorem taxes.

Real property within the City is assessed by the County Assessor. The County Assessor is responsible for preparing the tax rolls each year and for submitting tax rolls to the County Board of Equalization. The Board of Equalization has the authority to question and determine the proper value of property and then adjust and equalize individual properties appearing on the tax rolls. After local appeal procedures have been completed, the books are finalized and sent to the County Collector who prepares and mails the tax statements.

By statute, tax bills are to be mailed in October; however, the volume of assessment complaints required to be reviewed by the Board of Equalization can affect the date on which bills are actually mailed.

Taxes for real property are due by December 31 after which date they become delinquent and accrue a penalty of 1% per month. The County Collector deducts a commission equal to 1.5% of the taxes collected for his services. After such collections and deductions of commission, taxes are distributed according to the taxing body's pro-rata share.

The County Collector is required to make disbursements of collected taxes to the City each month. Because of the tax collection procedure described above, the City receives the bulk of its moneys from local property taxes in the months of December, January and February.

Tax Rates

History of Tax Levies. The following table shows the City's tax levies (per \$100 of assessed valuation) for the tax years 2016 through 2020:

<u>Tax Year</u>	<u>General</u>	<u>Parks and Recreation</u>	<u>Library</u>	<u>Total</u>
2016	\$0.4121	\$0.1796	\$0.1796	\$0.7713
2017	0.4121	0.1796	0.1796	0.7713
2018	0.4135	0.1802	0.2000	0.7937
2019	0.4171	0.1818	0.2000	0.7989
2020	0.4171	0.1818	0.2000	0.7989

Source: Missouri State Auditor's Office.

Taxes Levied and Collected. The following table sets forth tax collection information for the City for the tax years 2016 through 2020:

<u>Year</u>	<u>Total Taxes Levied</u>	<u>Current Taxes Collected</u>		<u>Total Current and Delinquent Taxes Collected⁽¹⁾</u>	
		<u>Collected</u>	<u>Percent Collected</u>	<u>Collected</u>	<u>Percent Collected⁽²⁾</u>
2016	\$1,572,057.81	\$1,507,805.53	95.91%	\$1,541,683.43	98.07%
2017	1,602,416.48	1,536,657.46	95.90	1,570,370.38	98.00
2018	1,710,317.80	1,630,695.00	95.34	1,692,132.21	98.94
2019	1,735,693.74	1,660,293.52	95.66	1,683,052.45	96.97
2020	1,838,305.56	1,705,990.56	92.80	1,751,344.93	95.27

⁽¹⁾ Excludes collection fee payable to the County.

⁽²⁾ Delinquent taxes are shown in the year payment is actually received, which may cause the percentage of current and delinquent taxes collected to exceed 100%.

Major Property Taxpayers

The following table sets forth the ten largest property taxpayers in the City for 2020:

	<u>Firm</u>	<u>Type of Business</u>	<u>Assessed Valuation</u>	<u>Percent of Total Assessed Value</u>
1.	Unilever	Food Manufacturing	\$21,631,720	8.92%
2.	Alan Wire Company	Electrical Wire/Cable	3,318,520	1.37
3.	B-Air-LC	Corporate Aviation	1,766,230	0.73
4.	Lowe's Home Centers, Inc.	Retail Sales	1,697,580	0.70
5.	Art Mortgage Borrower Prop co 2010-5 LLC	Commercial Real Estate	1,476,330	0.61
6.	JNS Holdings	Warehousing Facility	1,373,490	0.57
7.	Orgill Inc	Distribution	1,295,950	0.53
8.	Do It Best Corp	Warehousing Distribution	1,289,530	0.53
9.	Midas Sikeston	Hospitality	974,930	0.40
10.	Dewitt Co	Landscaping Materials	936,484	0.39
	Total		<u>\$35,760,764</u>	<u>14.75%</u>

Source: New Madrid County and Scott County.

* * *

APPENDIX B

**COMPREHENSIVE ANNUAL FINANCIAL REPORT
WITH INDEPENDENT AUDITOR'S REPORT
FOR THE YEAR ENDED JUNE 30, 2020**

APPENDIX C

SUMMARY OF THE BOND ORDINANCE AND FORM OF THE CONTINUING DISCLOSURE UNDERTAKING

APPENDIX D

BOOK-ENTRY ONLY SYSTEM

The following information concerning DTC and DTC's book-entry system has been obtained from DTC. The City takes no responsibility for the accuracy or completeness thereof and neither the Indirect Participants (as defined herein) nor the Beneficial Owners should rely on the following information with respect to such matters, but should instead confirm the same with DTC or the Direct Participants (as defined herein), as the case may be. There can be no assurance that DTC will abide by its procedures or that such procedures will not be changed from time to time.

General. The Bonds are available in book-entry only form. Purchasers of the Bonds will not receive certificates representing their interests in the Bonds. Ownership interests in the Bonds will be available to purchasers only through a book-entry system (the "Book-Entry System") maintained by The Depository Trust Company ("DTC"), New York, New York.

DTC will act as securities depository for the Bonds. The Bonds will be issued as fully registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC. The following discussion will not apply to any Bonds issued in certificate form due to the discontinuance of the DTC Book Entry Only System, as described below.

DTC and its Participants. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchase of Ownership Interests. Purchases of the Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

Transfers. To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of the Bonds with DTC and their registration in the name of Cede & Co. or such other nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Notices. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond Ordinance. For example, Beneficial Owners of the Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Paying Agent and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Voting. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Payments of Principal, Redemption Price and Interest. Payment of principal or redemption price of and interest on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from the City or the Paying Agent, on the payment date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, its nominee, the Paying Agent or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal or redemption price of and interest on the Bonds to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the Paying Agent. Disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

Discontinuation of Book-Entry System. DTC may discontinue providing its services as securities depository with respect to the Bonds at any time by giving reasonable notice to the City or the Paying Agent. Under such circumstances, in the event that a successor securities depository is not obtained, Bond certificates are required to be printed and delivered as described in the Bond Ordinance. The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed, registered in the name of DTC's partnership nominee, Cede & Co. (or such other name as may be requested by an authorized representative of DTC), and delivered to DTC (or a successor securities depository), to be held by it as securities depository for Direct Participants. If, however, the system of book-entry-only transfers has been discontinued and a Direct Participant has elected to withdraw its Bonds from DTC (or such successor securities depository), Bond certificates may be delivered to Beneficial Owners in the manner described in the Bond Ordinance.

APPENDIX E

FORM OF APPROVING OPINION OF BOND COUNSEL

July 14, 2021

Mayor and City Council
Sikeston, Missouri

[*Purchaser*]

_____, _____

Re: \$13,560,000* Special Obligation Refunding and Improvement Bonds, Series 2021, of the City of Sikeston, Missouri

Ladies and Gentlemen:

We have acted as bond counsel to City of Sikeston, Missouri (the “City”), in connection with the issuance of the above-captioned bonds (the “Bonds”). In this capacity, we have examined the law and the certified proceedings, certifications and other documents that we deem necessary to render this opinion.

Regarding questions of fact material to our opinion, we have relied on the certified proceedings and other certifications of public officials and others furnished to us without undertaking to verify them by independent investigation.

Based upon the foregoing, we are of the opinion, under existing law, as follows:

1. The Bonds have been duly authorized, executed and delivered by the City and are valid and legally binding special obligations of the City.

2. The Bonds are payable as to both principal and interest from annual appropriations of funds by the City for such purpose. The Bonds do not constitute general obligations of the City nor do they constitute an indebtedness of the City within the meaning of any constitutional, statutory or charter provision, limitation or restriction, and the taxing power of the City is not pledged to the payment of the Bonds.

3. The interest on the Bonds (i) is excludable from gross income for federal income tax purposes, (ii) is exempt from income taxation by the State of Missouri, and (iii) is not an item of tax preference for purposes of computing the federal alternative minimum tax. The opinions set forth in this paragraph are subject to the condition that the City comply with all requirements of the Internal Revenue Code of 1986, as amended (the “Code”), that must be satisfied subsequent to the issuance of the Bonds in order to preserve the exclusion of the interest on the Bonds from gross income for federal and Missouri income tax purposes. The City has covenanted to comply with all of these requirements. Failure to comply with certain of these requirements may cause the interest on the Bonds to be included in gross income for federal and Missouri income tax purposes retroactive to the date of issuance of the Bonds. The Bonds have not been designated as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code.

We express no opinion regarding tax consequences arising with respect to the Bonds other than as expressly set forth in this opinion.

* Preliminary; subject to change.

The rights of the owners of the Bonds and the enforceability of the Bonds may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and by equitable principles, whether considered at law or in equity.

This opinion is given as of its date, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may come to our attention or any changes in law that may occur after the date of this opinion.

Very truly yours,

MDG:rab

CONTINUING DISCLOSURE UNDERTAKING

Dated as of July 1, 2021

by the

CITY OF SIKESTON, MISSOURI

\$13,560,000* Special Obligation Refunding and Improvement Bonds, Series 2021

CONTINUING DISCLOSURE UNDERTAKING

This **CONTINUING DISCLOSURE UNDERTAKING** dated as of July 1, 2021 (this “*Undertaking*”) is executed and delivered by the **CITY OF SIKESTON, MISSOURI** (the “*Issuer*”).

RECITALS

1. This Undertaking is executed and delivered by the Issuer in connection with the issuance by the Issuer of **\$13,560,000* Special Obligation Refunding and Improvement Bonds, Series 2021** (the “*Bonds*”), pursuant to an ordinance adopted by the governing body of the Issuer on June 28, 2021 (the “*Ordinance*”).

2. The Issuer is entering into this Undertaking for the benefit of the Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934 (the “*Rule*”). The Issuer is the only “obligated person” (as defined by the Rule) with responsibility for continuing disclosure hereunder.

In consideration of the foregoing, the Issuer covenants and agrees as follows:

Section 1. Definitions.

In addition to the definitions set forth in the Ordinance, which apply to any capitalized term used in this Undertaking unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“*Annual Report*” means any Annual Report filed by the Issuer pursuant to, and as described in, **Section 2** hereof.

“*Beneficial Owner*” means any registered owner of any Bonds and any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“*Business Day*” means a day other than (a) a Saturday, Sunday or legal holiday, (b) a day on which banks located in any city in which the principal corporate trust office or designated payment office of the trustee, any paying agent or the Dissemination Agent, as applicable, is located are required or authorized by law to remain closed or (c) a day on which the Securities Depository or the New York Stock Exchange is closed.

“*Dissemination Agent*” means any entity designated in writing by the Issuer to serve as dissemination agent pursuant to this Undertaking and which has filed with the Issuer a written acceptance of such designation.

“*EMMA*” means the Electronic Municipal Market Access system for municipal securities disclosures established and maintained by the MSRB, which can be accessed at www.emma.msrb.org.

“*Financial Obligation*” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation;

or (c) guarantee of (a) or (b) in this definition; provided however, the term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

“Fiscal Year” means the **12-month** period beginning on **July 1** and ending on **June 30** or any other **12-month** period selected by the Issuer as its Fiscal Year for financial reporting purposes.

“Material Events” means any of the events listed in **Section 3** hereof.

“MSRB” means the Municipal Securities Rulemaking Board, or any successor repository designated as such by the Securities and Exchange Commission in accordance with the Rule.

“Participating Underwriter” means any of the original underwriter(s) of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

Section 2. Provision of Annual Reports.

- (a) The Issuer shall, not later than **180** days after the end of the Issuer’s Fiscal Year, commencing with the Fiscal Year ending June 30, 2021, file with the MSRB, through EMMA, the following financial information and operating data (the *“Annual Report”*):
 - (1) The audited financial statements of the Issuer for the prior Fiscal Year prepared in accordance with the accounting principles described in the notes to the financial statements included as **Appendix B** to the final Official Statement for the Bonds and audited by its independent auditors. If audited financial statements are not available by the time the Annual Report is required to be filed pursuant to this Section, the Annual Report shall contain unaudited financial statements in a format similar to the audited financial information contained in the final Official Statement relating to the Bonds, and the audited financial statements shall be filed in the same manner as the Annual Report promptly after they become available.
 - (2) Updates as of the end of the Fiscal Year of certain financial information and operating data related to the Bonds, as described in **Exhibit A** hereto, with such modifications to the formatting and general presentation thereof as deemed appropriate by the Issuer; provided, any substantive change to information provided shall be effected only in accordance with **Section 6** hereof.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues with respect to which the Issuer is an “obligated person” (as defined by the Rule), which have been filed with the MSRB and are available through EMMA or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB on EMMA. The Issuer shall clearly identify each such other document so included by reference.

In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package and may cross-reference other information as provided in this Section; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the date required

above for the filing of the Annual Report if they are not available by that date. If the Issuer's Fiscal Year changes, it shall give notice of such change in the same manner as for a Material Event under **Section 3** hereof.

- (b) The Annual Report shall be filed with the MSRB in such manner and format as is prescribed by the MSRB.

Section 3. Reporting of Material Events.

No later than **10** Business Days after the occurrence of any of the following events, the Issuer shall give, or cause to be given, to the MSRB, through EMMA, notice of the occurrence of any of the following events with respect to the Bonds ("*Material Events*"):

- (a) principal and interest payment delinquencies;
- (b) non-payment related defaults, if material;
- (c) unscheduled draws on debt service reserves reflecting financial difficulties;
- (d) unscheduled draws on credit enhancements reflecting financial difficulties;
- (e) substitution of credit or liquidity providers, or their failure to perform;
- (f) adverse tax opinions; the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds or other material events affecting the tax status of the Bonds;
- (g) modifications to rights of bondholders, if material;
- (h) bond calls, if material, and tender offers;
- (i) defeasances;
- (j) release, substitution or sale of property securing repayment of the Bonds, if material;
- (k) rating changes;
- (l) bankruptcy, insolvency, receivership or similar event of the Issuer (which shall be deemed to occur as provided in the Rule);
- (m) the consummation of a merger, consolidation or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (n) appointment of a successor or additional trustee or the change of name of the trustee, if material;
- (o) incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material; and
- (p) default, event of acceleration, termination event, modification of terms or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

If the Issuer has not submitted the Annual Report to the MSRB by the date required in **Section 2(a)** hereof, the Issuer shall send a notice to the MSRB of the failure of the Issuer to file on a timely basis the Annual Report, which notice shall be given by the Issuer in accordance with this **Section 3**.

Section 4. Termination of Reporting Obligation.

The Issuer's obligations under this Undertaking shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If the Issuer's obligations under this Undertaking are assumed in full by some other entity, such entity shall be responsible for compliance with this Undertaking in the same manner as if it were the Issuer, and the Issuer shall have no further responsibility hereunder. If such assumption occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such assumption in the same manner as for a Material Event under **Section 3** hereof.

Section 5. Dissemination Agent.

The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Undertaking and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent may resign as dissemination agent hereunder at any time upon **30** days prior written notice to the Issuer. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report (including without limitation the Annual Report) prepared by the Issuer pursuant to this Undertaking.

Section 6. Amendment; Waiver.

Notwithstanding any other provision of this Undertaking, the Issuer may amend this Undertaking and any provision of this Undertaking may be waived, provided that bond counsel or other counsel experienced in federal securities law matters provides the Issuer with its written opinion that the undertaking of the Issuer contained herein, as so amended or after giving effect to such waiver, is in compliance with the Rule and all current amendments thereto and interpretations thereof that are applicable to this Undertaking.

In the event of any amendment or waiver of a provision of this Undertaking, the Issuer shall describe such amendment or waiver in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (a) notice of such change shall be given in the same manner as for a Material Event under **Section 3** hereof, and (b) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 7. Additional Information.

Nothing in this Undertaking shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Undertaking or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Material Event, in addition to that which is required by this Undertaking. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Material Event, in addition to that which is specifically required by this Undertaking, the Issuer shall have no obligation under this Undertaking to update such information or include it in any future Annual Report or notice of occurrence of a Material Event.

Section 8. Default.

If the Issuer fails to comply with any provision of this Undertaking, any Participating Underwriter or any Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under this Undertaking. A default under this Undertaking shall not be deemed an event of default under the Ordinance or the Bonds, and the sole remedy under this Undertaking if there is any failure of the Issuer to comply with this Undertaking shall be an action to compel performance.

Section 9. Beneficiaries.

This Undertaking shall inure solely to the benefit of the Issuer, the Participating Underwriter and the Beneficial Owners from time to time of the Bonds and shall create no rights in any other person or entity.

Section 10. Severability.

If any provision in this Undertaking, the Ordinance or the Bonds shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Undertaking shall not in any way be affected or impaired thereby.

Section 11. Electronic Transactions.

The arrangement 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 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 12. Governing Law.

This Undertaking shall be governed by and construed in accordance with the laws of the State of Missouri.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Issuer has caused this Undertaking to be executed as of the day and year first above written.

CITY OF SIKESTON, MISSOURI

By: _____
Name/Title: Greg Turnbow, Mayor

EXHIBIT A
TO CONTINUING DISCLOSURE UNDERTAKING

**FINANCIAL INFORMATION AND OPERATING DATA TO BE
INCLUDED IN ANNUAL REPORT**

The financial information and operating data contained in the tables in the following-described sections of Appendix A to the final Official Statement relating to the Bonds:

- (a) **“FINANCIAL INFORMATION CONCERNING THE CITY – The General Fund”**
(but only to the extent not otherwise provided under Section 2(a)(1) above);
- (b) **“FINANCIAL INFORMATION CONCERNING THE CITY – Sources of Revenue;”**
- (c) **“FINANCIAL INFORMATION CONCERNING THE CITY – Sales Tax Collections;”**
- (d) **“PROPERTY TAX INFORMATION OF THE CITY – Property Valuations - *Current Assessed Valuation*;**
- (e) **“PROPERTY TAX INFORMATION OF THE CITY – Tax Rates – *History of Tax Levies*;”**
- (f) **“PROPERTY TAX INFORMATION OF THE CITY – Tax Rates – *Taxes Levied and Collected*;”** and
- (g) **“PROPERTY TAX INFORMATION OF THE CITY – Major Property Taxpayers.”**

\$ _____
CITY OF SIKESTON, MISSOURI
Special Obligation Refunding and Improvement Bonds
Series 2021

June 30, 2021

BOND PURCHASE AGREEMENT

City of Sikeston, Missouri
105 East Center Street
Sikeston, Missouri 63801

Ladies and Gentlemen:

The undersigned, Robert W. Baird & Co. Incorporated, on behalf of itself and Stifel, Nicolaus & Company, Incorporated (collectively, the **“Underwriter”**), hereby offers to purchase from the City of Sikeston, Missouri (the **“City”**), a body corporate and politic and political subdivision of the State of Missouri (the **“State”**), \$_____ aggregate principal amount of Special Obligation Refunding and Improvement Bonds, Series 2021 (the **“Bonds”**). The issuance and sale of the Bonds is authorized by an ordinance (the **“Ordinance”**) adopted by the City Council of the City on June 28, 2021. Capitalized terms not otherwise defined herein have the meaning given such terms in the Ordinance.

The Bonds are to be issued by the City pursuant to and in accordance with the provisions of the Constitution and laws of the State, including the City Charter. The Bonds are being issued for the purpose of providing funds to (1) pay the costs of certain capital improvements within the City, (2) refund certain outstanding loans of the City and (3) pay the costs of issuing the Bonds.

The Bonds are special obligations of the City payable as to both principal and interest solely from annual appropriations of funds by the City for such purpose. The obligation of the City to make payments under the Ordinance does not constitute a general obligation or indebtedness of the City for which the City is obligated to levy or pledge any form of taxation, or for which the City has levied or pledged any form of taxation and shall not be construed to be a debt of the City in contravention of any applicable constitutional, statutory or charter limitation or requirement but in each fiscal year shall be payable solely from the amounts pledged or appropriated therefor from (1) the income and revenues provided for such year and (2) any unencumbered balances for previous years.

The Bonds shall mature on the dates in the years and in the amounts, and shall bear interest at the rates per annum, set forth in **Schedule I** hereto.

This offer is made subject to your acceptance of this Bond Purchase Agreement on or before 11:00 p.m., St. Louis, Missouri time, on June 30, 2021. Upon your acceptance of the offer, the following agreement will be binding upon you and the Underwriter.

The words “Transaction Documents” when used herein shall mean, individually and collectively, the following: the Bonds; the Ordinance; this Bond Purchase Agreement; the Federal Tax Certificate of the City dated as of July 1, 2021 (the **“Federal Tax Certificate”**); the Continuing Disclosure Undertaking dated as of

July 1, 2021 (the “**Continuing Disclosure Undertaking**”); the Preliminary Official Statement (as defined herein); the Official Statement (as defined herein); and any and all other documents or instruments that evidence or are a part of the transactions referred to herein or in the Official Statement or contemplated hereby or by the Official Statement; provided, however, that when the words “Transaction Documents” are used in the context of the authorization, execution, delivery, approval or performance of Transaction Documents by a party hereto, the same shall mean only those Transaction Documents that provide for or contemplate authorization, execution, delivery, approval or performance by such party.

1. Purchase of Bonds. Upon the terms and conditions and upon the basis of the respective representations, warranties and covenants hereinafter set forth, the Underwriter hereby agrees to purchase from the City, and the City hereby agrees to sell to the Underwriter, all (but not less than all) of the Bonds at a purchase price of \$_____ (which is equal to the aggregate principal amount of the Bonds, plus net original issue premium of \$_____, less an underwriting discount of \$_____).

The City acknowledges and agrees that (a) the primary role of the Underwriter is to purchase securities pursuant to this Bond Purchase Agreement, for resale to investors, in an arm’s-length commercial transaction between the City and the Underwriter and the Underwriter has financial and other interests that differ from those of the City, (b) the Underwriter is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the City and has not assumed an advisory or fiduciary responsibility to the City with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the City on other matters), (c) the only obligations the Underwriter has to the City with respect to the transaction contemplated hereby are expressly as set forth in this Bond Purchase Agreement, and (d) the City has consulted its own financial and/or municipal, legal, accounting, tax, and other advisors, as applicable, to the extent it has deemed appropriate.

2. Public Offering. The Underwriter intends to make a bona fide initial public offering of all of the Bonds at prices no higher than, or yields no lower than, set forth on **Schedule I**; provided, however, that the Underwriter reserves the right to lower such initial offering prices as it deems necessary in connection with the marketing of the Bonds. The Underwriter may offer and sell the Bonds to certain dealers (including dealers depositing Bonds into investment trusts) and others at prices lower than the initial offering price or prices set forth in **Schedule I**. The Underwriter also reserves the right to (a) over-allot or effect transactions which stabilize or maintain the market price of the Bonds at levels above those that might otherwise prevail in the open market and (b) discontinue such stabilizing, if commenced, at any time without prior notice.

In conjunction with (a) an audit or inquiry by the Internal Revenue Service (the “**IRS**”) or the Securities and Exchange Commission (the “**SEC**”) relating to the pricing of the Bonds, or (b) the implementation of future regulations or similar guidance from the IRS, the SEC or other federal or state regulatory authority regarding the retention of pricing data for the Bonds, at the request of the City, the Underwriter will provide information explaining the factual basis for the Underwriter’s representations in the Underwriter’s Receipt for Bonds and Closing Certificate, attached hereto as **Exhibit A** relating to the pricing of the Bonds, other than information that would identify customers (e.g., name or account number). This agreement by the Underwriter to provide such information will continue to apply after the Closing Time (as defined herein) but shall not extend to any customer data or other confidential or proprietary information of the Underwriter.

3. Establishment of Issue Price.

(a) The Underwriter agrees to assist the City and Bond Counsel (as defined herein) in establishing the issue price of the Bonds and shall execute and deliver to the City at Closing (as defined

herein) an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as **Exhibit A**, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Bond Counsel to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

(b) Except as otherwise set forth in **Schedule I** attached hereto, the City will treat the first price at which 10% of each maturity of the Bonds (the “**10% Test**”) is sold to the public as the issue price of that maturity. At or promptly after the execution of this Bond Purchase Agreement, the Underwriter shall report to the City the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% Test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the City the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Time has occurred, until either (i) the Underwriter has sold all Bonds of that maturity or (ii) the 10% Test has been satisfied as to the Bonds of that maturity, provided that, the Underwriter’s reporting obligation after the Closing Time may be at reasonable periodic intervals or otherwise upon request of the City or Bond Counsel. For purposes of this Section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

(c) The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Bond Purchase Agreement at the offering price or prices (the “**Initial Offering Price**”) set forth in **Schedule I** attached hereto, except as otherwise set forth therein. **Schedule I** also sets forth, as of the date of this Bond Purchase Agreement, the maturities, if any, of the Bonds for which the 10% Test has not been satisfied and for which the City and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the City to treat the Initial Offering Price to the public of each such maturity as of the sale date as the issue price of that maturity (the “**Hold-The-Offering-Price Rule**”). So long as the Hold-The-Offering-Price Rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the Initial Offering Price to the public during the period starting on the sale date and ending on the earlier of the following:

- (i) the close of the fifth (5th) business day after the sale date; or
- (ii) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the Initial Offering Price to the public.

The Underwriter will advise the City promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the Initial Offering Price to the public.

(d) The Underwriter confirms that:

(i) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A) (1) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Time has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter

that the 10% Test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Time may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (2) to comply with the Hold-The-Offering-Price Rule, if applicable, if and for so long as directed by the Underwriter;

(B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below); and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Time has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% Test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Time may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the Hold-The-Offering-Price Rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(e) The City acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the Hold-The-Offering-Price Rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the Hold-The-Offering-Price Rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the Hold-The-Offering-Price Rule, if applicable to the Bonds.

(f) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) “public” means any person other than an underwriter or a related party;

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public);

(iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

(iv) “sale date” means the date of execution of this Bond Purchase Agreement by all parties.

4. Preliminary Official Statement and Official Statement. The City consents to and ratifies the use and distribution by the Underwriter prior to the date upon which the Official Statement is executed and available for distribution, of the Preliminary Official Statement dated June __, 2021 (which, together with the cover page, and any exhibits, appendices, maps, pictures, diagrams, reports and statements included therein or attached thereto and any amendments and supplements that may be authorized for use with respect to the Bonds, is herein called the “**Preliminary Official Statement**”), in connection with the public offering of the Bonds. The City further confirms the authority of the Underwriter to use, and consents to the use of, the final Official Statement with respect to the Bonds in connection with the public offering of the Bonds. The City represents and warrants that the Preliminary Official Statement previously furnished to the Underwriter was “deemed final” by the City as of its date, and the City hereby reaffirms that the Preliminary Official Statement is deemed final, for purposes of Rule 15c2-12(b)(1) (the “**Rule**”) promulgated under the Securities Exchange Act of 1934, as amended, except for the omission of certain information permitted to be omitted by the Rule, such as offering prices, interest rates, selling commission, aggregate principal amount, principal per maturity, delivery dates, ratings, identity of the purchaser and other terms of the Bonds depending on such matters.

The City hereby agrees to deliver to the Underwriter within seven business days after the date hereof, the Official Statement, dated the date hereof, relating to the Bonds (which, together with the cover page, and all exhibits, appendices, maps, pictures, diagrams, reports and statements included therein or attached thereto and any amendments and supplements that may be authorized for use with respect to the Bonds is herein called the “**Official Statement**”) executed on behalf of the City by a duly authorized officer, in such quantity as the Underwriter may request to enable the Underwriter to provide the Official Statement to potential customers and to comply with any rules of the Municipal Securities Rulemaking Board (the “**MSRB**”) and the SEC.

The Preliminary Official Statement and/or the Official Statement may be delivered in printed and/or electronic form to the extent permitted by applicable MSRB rules and as may be agreed to by the City and the Underwriter. If the Official Statement is prepared for distribution in electronic form, the City hereby confirms that it does not object to distribution of the Official Statement in electronic form.

5. City's Representations and Warranties. The City hereby agrees with, and makes the following representations and warranties to, the Underwriter as of the date hereof and as of the date of Closing:

(a) Status of the City. The City is, and will be at Closing, a political subdivision of the State created and existing under the laws of the State with the power and authority to (i) operate, repair and maintain its governmental facilities, (ii) execute and deliver the Transaction Documents, and (iii) carry out and consummate the transactions contemplated by the Transaction Documents.

(b) Authorization to Enter into Transaction Documents. The City is authorized by the laws of the State (i) to issue, sell and deliver the Bonds for the purposes set forth in the opening paragraphs hereof and in the Ordinance, (ii) to adopt the Ordinance and to enter into and perform its obligations under the Transaction Documents, and (iii) to pledge to the owners of the Bonds its full faith and credit in accordance with the provisions of the Ordinance.

(c) Official Action. Prior to the Closing, the City shall have duly authorized all necessary action to be taken by it for: (i) the issuance and sale of the Bonds upon the terms set forth herein and in the Official Statement, (ii) the approval, execution, delivery and receipt by the City of all of the Transaction Documents and/or agreements and documents as may be required to be executed, delivered and received by the City in order to carry out, give effect to, and consummate the transactions contemplated hereby and by the Official Statement, and (iii) the approval of the use of the Official Statement.

(d) Documents Legal, Valid and Binding. This Bond Purchase Agreement constitutes a legal, valid and binding obligation of the City enforceable in accordance with its terms. The Bonds when executed, issued, authenticated, delivered and paid for as herein and in the Ordinance provided and the Transaction Documents when executed will have been duly authorized and issued and will constitute valid and binding obligations of the City enforceable in accordance with their terms (subject to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar law or laws affecting the enforcement of creditors' rights generally or against municipal corporations such as the City from time to time in effect and further subject to the availability of equitable remedies).

(e) No Conflict or Breach. The City is not in breach of or default in any material respect under (i) any applicable law or administrative regulation of the State or the United States or any applicable judgment or decree or (ii) any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the City is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice or both, would constitute an event of default under any such instrument; and neither the execution and delivery of any of the Transaction Documents, or the consummation of the transactions contemplated thereby, nor the fulfillment of or compliance with the terms and conditions thereof conflicts with or constitutes a breach of or default under (A) any applicable law, administrative regulation, judgment or decree or (B) the terms of any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the City is a party or is otherwise subject; nor shall any such execution, delivery, adoption, fulfillment or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the City (1) under the terms of any such law, administrative regulation, judgment or decree or (2) under the terms of any such loan agreement, indenture, bond, note, resolution, agreement or other instrument, except as provided by the Transaction Documents.

(f) No Litigation. Except as otherwise set forth in the Official Statement, there is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public

board or body, pending or, to the knowledge of the City, threatened against the City wherein an unfavorable decision, ruling or finding would materially adversely affect (i) the transactions contemplated hereby or by the Official Statement, including the status of the interest on the Bonds as excludable from gross income for federal income tax purposes or as exempt from income taxation in the State, (ii) the validity or enforceability in accordance with their respective terms of the Bonds, the Ordinance, this Bond Purchase Agreement or any agreement or instrument to which the City is a party, used or contemplated for use in the consummation of the transactions contemplated hereby or by the Official Statement, or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement (nor to the best knowledge of the City, is there any basis therefor), (iii) the existence or powers of the City or the titles of its officers to their respective offices, or (iv) the financial condition of the City or the operation by the City of its property.

(g) No Consents or Approvals Required. The City has received all licenses, permits, or other regulatory approvals required (if any) to execute the Transaction Documents and to perform its obligations thereunder and the City is not in material default, and no event has occurred which would constitute or result in a material default under any such licenses, permits or approvals.

(h) Preliminary Official Statement and Official Statement True and Correct. The descriptions and information contained in the Preliminary Official Statement and the Official Statement are, as of their respective dates and at the Closing shall be, true and correct and do not, with respect to the Preliminary Official Statement and the Official Statement, as of their respective dates and at the Closing shall not, contain an untrue statement of a material fact and do not, with respect to the Preliminary Official Statement and Official Statement, as of their respective dates and at the Closing shall not, omit to state a material fact necessary to make any statement made therein, in light of the circumstances under which it was made, not misleading.

(i) No Default Under Transaction Documents. The execution and delivery by the City of the Transaction Documents and the other documents contemplated hereby and by the Official Statement to be executed and delivered by the City, compliance with the provisions thereof, the approval of the use of the Official Statement, and the pledge of the City's full faith and credit to the owners of the Bonds do not conflict with or constitute on the part of the City a breach of or a default under any existing law, court or administrative regulation, decree, order, agreement, resolution, indenture, mortgage or lease by which the City is or may be bound. No event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a breach of or an event of default by the City under the Transaction Documents.

(j) Application of Bond Proceeds. The City represents and warrants that the proceeds of the Bonds shall be used as provided in the Transaction Documents. The City shall not take or omit to take any action which action or omission shall in any way cause or result in the proceeds from the sale of the Bonds being applied in a manner other than as provided in the Transaction Documents and as described in the Preliminary Official Statement and the Official Statement.

(k) Securities Laws Cooperation. The City agrees to reasonably cooperate with the Underwriter in any endeavor to qualify the Bonds for offering and sale under the securities or "Blue Sky" laws of such jurisdictions of the United States as the Underwriter may request; provided, however, that the City shall not be required with respect to the offer or sale of the Bonds, or otherwise, to file written consent to suit or to file written consent to service of process in any jurisdiction. The City consents to the use of drafts of the Preliminary Official Statement, the Preliminary Official Statement and drafts of the Official Statement prior to the availability of the Official Statement, by

the Underwriter in obtaining such qualifications, subject to the right of the City to withdraw such consent for cause by written notice to the Underwriter.

(l) City Certificate. Any certificate signed by an authorized officer of the City and delivered to the Underwriter shall be deemed a representation and warranty by the City to the Underwriter as to the statements made therein.

(m) Financial Statements. The financial statements of the City included as **Appendix B** to the Preliminary Official Statement and the Official Statement and any other later available unaudited financial data of the City furnished to the Underwriter present fairly the financial position of the City as of the dates indicated and the results of its operations for the periods specified in all material respects for the periods involved except as stated in the notes thereto. The financial statements have been prepared in accordance with the modified cash basis of accounting which is a comprehensive basis of accounting other than accounting principles generally accepted in the United States. The City has not since June 30, 2020 incurred any material liabilities and since such date there has been no material adverse change in the financial position of the City or the operation by the City of its property other than as may be set forth in the Preliminary Official Statement and the Official Statement.

Since June 30, 2020, except as described in the Preliminary Official Statement and the Official Statement, there has been no material decrease in the City's fund balances, no increase in short-term debt or long-term debt of the City and no adverse change, or any development involving a prospective adverse change, in or affecting the general affairs, management, properties, financial position, or results of operations of the City, which in any such case is material to the City.

(n) Supplements to Official Statement. If the Official Statement is supplemented or amended pursuant to **subsection (o)** of this section, at the time of such supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such subsection) at all times subsequent thereto including the Closing, the information contained in the Official Statement as provided in **subsection (h)** of this section, as so supplemented or amended, shall not contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(o) Subsequent Events. If between the date of the Official Statement and the Closing any event shall occur which might or would cause the information contained in the Official Statement to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the City shall notify the Underwriter, and if in the opinion of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the City shall, at the expense of the City, supplement or amend the Official Statement in a form and in a manner approved by the Underwriter.

(p) Continuing Disclosure. The City will undertake, pursuant to the Ordinance and the Continuing Disclosure Undertaking, to provide certain annual financial information and operating data and notices of the occurrence of certain events. The City has complied with its previous continuing disclosure obligations under the Rule to the extent disclosed in the Preliminary Official Statement and the Official Statement.

6. Closing. Prior to or at 12:00 noon, St. Louis, Missouri time, on July ___, 2021 or at such other time or such other date as shall have been mutually agreed upon by the City and the Underwriter

(the “**Closing Time**”), the City will deliver, or cause to be delivered, to the Underwriter, the Bonds, in definitive form duly executed and authenticated by BOKF, N.A., St. Louis, Missouri, as paying agent for the Bonds (the “**Paying Agent**”), together with the other documents hereinafter mentioned; and the Underwriter will accept such delivery and pay the purchase price of the Bonds by delivering to the City immediately available funds payable to the order of the City (or such other arrangement as shall be mutually agreed upon by the City and the Underwriter) in an amount equal to the purchase price. Such payment and delivery is referred to herein as the “**Closing.**”

Payment and delivery of the Bonds as aforesaid shall be made in St. Louis, Missouri, New York, New York, or such other place as is mutually agreed to by the City and the Underwriter. The Bonds will be delivered in denominations as set forth in the Ordinance as definitive Bonds in fully-registered form. The Bonds will be registered in the name of Cede & Co., as nominee for The Depository Trust Company (“**DTC**”). One fully-registered Bond certificate for each maturity in the principal amount of such maturity (as set forth in **Schedule I** hereto) will be deposited with DTC or delivered to the Paying Agent for “**FAST**” delivery prior to the Closing pursuant to the rules and procedures of DTC.

It is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bond nor any error in the printing of such numbers shall constitute cause for a failure or refusal by the Underwriter to accept delivery of and pay for any Bonds.

7. Events Permitting Underwriter to Terminate. The Underwriter shall have the right to cancel its obligation to purchase the Bonds and to terminate this Bond Purchase Agreement, without liability to the Underwriter, by written notice to the City if, between the date of this Bond Purchase Agreement and the Closing, in the Underwriter’s sole and reasonable judgment, any of the following events shall occur (each, a “**Termination Event**”):

(a) The market price or marketability of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall be materially adversely affected by any of the following events:

(i) Legislation shall be enacted or for the first time actively considered for enactment by the Congress of the United States or the legislature of the State or shall have been favorably reported out of committee of either body or be pending in committee of either body, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President’s Cabinet, or a decision shall have been rendered by a federal court of the United States, a State court or the United States Tax Court, or a ruling, resolution, regulation or temporary regulation, release or announcement shall have been made or shall have been proposed to be made by the Treasury Department of the United States, the IRS or other federal or State authority with appropriate jurisdiction, with respect to federal or State taxation upon interest or other income to be derived by the City pursuant to the Transaction Documents, or upon interest on the Bonds or securities of the general character of the Bonds; or

(ii) There shall have occurred (A) an outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war or (B) any other calamity or crisis in the financial markets of the United States or elsewhere or the escalation of such calamity or crisis; or

(iii) A general suspension of trading on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have

been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction; or

(ii) Legislation shall have been enacted by the Congress of the United States or shall have been favorably reported out of committee or be pending in committee, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision by a court of the United States shall be rendered, or a ruling, regulation, proposed regulation or statement by or on behalf of the SEC or other governmental agency having jurisdiction of the subject matter shall be made, to the effect that any obligations of the general character of the Bonds, the Ordinance or the Transaction Documents, or any comparable securities of the City are not exempt from registration, qualification or other requirements of the Securities Act of 1933, as amended (the "**Securities Act**"), or the Trust Indenture Act of 1939, as amended, or otherwise, or would be in violation of any provisions of the federal securities laws; or

(iii) Except as disclosed in or contemplated by the Official Statement, any material adverse change in the affairs of the City shall have occurred; or

(iv) Any rating (A) on any bonds or other obligations of the City or (B) if the Bonds are insured by a bond insurance policy, on the bond insurer, is reduced or withdrawn or placed on credit watch with negative outlook by any major credit rating agency; or

(b) Any fact, event or circumstance shall exist that either makes untrue or incorrect any statement or information contained in the Official Statement as then amended or supplemented (other than any statement provided by the Underwriter) or is not reflected in the Official Statement as then amended or supplemented, but should be reflected therein in order to make the statements and information contained therein, in light of the circumstances under which they were made, not misleading and, in either such event, the City refuses to permit the Official Statement to be supplemented or corrected in a form and manner approved by the Underwriter or supply such statement or information or if such supplement or correction would, in the opinion of the Underwriter, materially adversely affect the market for the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds at the contemplated offering prices; or

(c) A general banking moratorium shall have been declared by federal, State of Missouri or State of New York authorities and be in force; or

(d) A material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred; or

(e) Other action or events shall have occurred or transpired, any of which has the purpose or effect, directly or indirectly, of materially adversely affecting the federal income tax consequences of any of the transactions contemplated in connection herewith, or that securities of the general character of the Bonds shall not be exempt from registration under the Securities Act; or

(f) There shall have occurred since June 30, 2020, any material adverse change in the affairs of the City from that reflected in the financial statements of the City provided to the

Underwriter in connection with the Bonds, not otherwise disclosed to the Underwriter or in the Official Statement; or

(g) Any representation of the City contained in any Transaction Document shall prove to be or to have been false in any material respect; or

(h) Litigation or an administrative proceeding or investigation shall be pending or threatened affecting, contesting, questioning or seeking to restrain or enjoin (i) the issuance or delivery of any of the Bonds or the payment, collection or application of the proceeds of the Bonds or of other moneys or securities pledged or to be pledged under the Transaction Documents, (ii) the validity of the Bonds, (iii) the validity of any of the Transaction Documents or any proceedings taken by the City with respect to any of the foregoing, (iv) the City's creation, organization or existence or the titles to office of any members of the City Council of the City or officers, or (v) the legal power or authority of the City to enter into and engage in any of the transactions contemplated by the Transaction Documents.

Upon the occurrence of a Termination Event and the termination of this Bond Purchase Agreement by the Underwriter, all obligations of the City and the Underwriter under this Bond Purchase Agreement shall terminate, without further liability, except that the City and the Underwriter shall pay their respective expenses as set forth in **Section 10** of this Bond Purchase Agreement.

8. Conditions to Closing. The obligations hereunder of each party hereto shall be subject to the performance by the other party of its respective obligations to be performed hereunder at and prior to Closing, to the accuracy in all material respects of the representations and warranties herein of the other party as of the date hereof and as of the Closing Time, and to the following conditions, including the delivery by the appropriate party hereto or other entities of such documents as are enumerated herein:

(a) At the Closing Time, (i) the Transaction Documents shall have been authorized, executed and delivered, and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter and the City, the Closing in all events, however, to be deemed such approval, (ii) the proceeds of the sale of the Bonds shall have been deposited and applied as described in the Ordinance and the Official Statement, (iii) the City shall have duly adopted and there shall be in full force and effect such resolutions as, in the opinion of Gilmore & Bell, P.C., St. Louis, Missouri ("**Bond Counsel**"), shall be necessary in connection with the transactions contemplated hereby, (iv) the City shall have delivered to the Underwriter the Official Statement within the time period and in a format that complies with the Rule and MSRB rules pursuant to **Section 4** of this Bond Purchase Agreement, and (v) the City shall have undertaken, pursuant to the Continuing Disclosure Undertaking, to provide annual reports and notice of certain events.

(b) At or prior to the Closing Time, the Underwriter shall have received counterparts, copies or certified copies (as appropriate) of the following documents in form and substance satisfactory to Bond Counsel and the Underwriter:

(i) The approving opinion of Bond Counsel, dated the date of Closing, addressed to the City and the Underwriter, relating to the due authorization, execution and delivery of the Bonds and the supplemental opinion of Bond Counsel, in forms acceptable to the City and the Underwriter.

(ii) A certificate of the City, dated the date of Closing, signed by authorized officials of the City, to the effect that (A) all representations and warranties of the City

contained in this Bond Purchase Agreement are true and correct in all material respects on and as of the date of Closing with the same effect as if made on the date of Closing, (B) the information in the Preliminary Official Statement and the Official Statement is accurate and not materially deficient and neither contains an untrue statement of a material fact nor omits to state a material fact necessary to make any statement made therein, in light of the circumstances under which it was made, not misleading, (C) the City has complied with all of the agreements and satisfied all of the conditions on its part to be performed or satisfied at or prior to the Closing Time, (D) no event affecting the City has occurred since the date of the Official Statement which either makes untrue or incorrect in any material respect as of the date of Closing any statement or information contained in the Official Statement or is not reflected in the Official Statement but should be reflected therein in order to make the statements and information therein not misleading in any material respect, and (E) there is no action, suit, proceeding or investigation before or by any court or public board or body pending or threatened against the City to restrain or enjoin the issuance, execution or delivery of the Bonds or in any manner questioning the proceedings or authority for the issuance of the Bonds or affecting directly or indirectly the validity of the Bonds or of any provisions made or authorized for their payment or contesting the existence of the City or the title of any of its officers to their respective offices.

(iii) The Official Statement authorized, approved and executed on behalf of the City by a duly authorized official thereof.

(iv) The Ordinance, duly adopted by the City Council of the City.

(v) The Federal Tax Certificate, duly executed by the City.

(vi) The Continuing Disclosure Undertaking, duly executed by the City.

(vii) A letter from S&P Global Ratings, a division of S&P Global, Inc., assigning a rating of “A+” to the Bonds.

(viii) A receipt of the City for the purchase price of the Bonds.

(ix) An Information Return for Tax-Exempt Governmental Obligations (IRS Form 8038-G) in a form satisfactory to Bond Counsel for filing, executed by a duly authorized officer of the City.

(x) A copy of the Blanket Letter of Representations.

(xi) Other certificates listed on a closing agenda to be approved by Bond Counsel and the Underwriter, including any certificates or representations of the City required in order for Bond Counsel to deliver the opinions referred to in **Section 8(b)(i)** of this Bond Purchase Agreement.

(xii) Such additional legal opinions, certificates, proceedings, instruments and other documents as Bond Counsel or the Underwriter may reasonably request to evidence compliance with all legal requirements, the truth and accuracy, as of the Closing, of the representations herein and the due performance or satisfaction of all agreements then to be performed and all conditions then to be satisfied.

The documents to be delivered to the Underwriter pursuant to this Bond Purchase Agreement shall be deemed to be in compliance with the conditions of this Bond Purchase Agreement if, but only if, in the reasonable judgment of the Underwriter, they are satisfactory in form and substance. No condition hereof shall be deemed to have been waived by the Underwriter, unless expressed specifically in a writing signed by the Underwriter.

Unless performance is waived by the party for whose benefit a condition or obligation is intended, if any person shall be unable to satisfy the above conditions to the obligations of any party to this Bond Purchase Agreement, or if the obligations hereunder of any party shall be terminated for any reason permitted by this Bond Purchase Agreement and unless otherwise waived, this Bond Purchase Agreement shall terminate and neither the Underwriter nor the City shall be under further obligation hereunder; except that the respective obligations of the City and the Underwriter, as provided in **Section 10** hereof, shall continue in full force and effect.

9. Survival of Representations, Warranties and Agreements. All representations, warranties and agreements of the City shall remain operative and in full force and effect, regardless of any investigations made by or on behalf of any other party and shall survive the Closing. The obligations of the City and the Underwriter under **Section 10** hereof shall survive any termination of this Bond Purchase Agreement.

10. Expenses. Whether or not the Bonds are sold to the Underwriter, the Underwriter shall be under no obligation to pay any expenses incident to the performance of the City's obligations hereunder. If the Bonds are delivered by the City to the Underwriter, the City shall pay, from the proceeds of the Bonds or from other funds of the City, the following expenses: (a) the cost of preparing, duplicating or printing, mailing and delivering the Transaction Documents, including the cost of printing copies of the Preliminary Official Statement and the Official Statement and any amendment or supplement of either; (b) the cost of preparation and printing of the definitive Bonds; (c) the fees and expenses of the City, the Paying Agent, Bond Counsel, financial advisor, any entity performing continuing disclosure compliance research or providing continuing disclosure compliance reports and any other experts or consultants retained by the City; (d) the charges of any rating agency with respect to the Bonds; (e) the fees and expenses of the City's accountants, if any, in connection with the issuance of the Bonds; and (f) all other fees and expenses reasonably incurred in connection with the preparation of the Transaction Documents and/or the initial offering and sale of the Bonds except those to be paid by the Underwriter pursuant to the last paragraph of this **Section 10**.

If the Bonds are sold to the Underwriter by the City, the City shall pay out of the proceeds of the Bonds the discount of the Underwriter or the purchase price paid for the Bonds shall reflect such discount.

Except as otherwise provided in this **Section 10**, the Underwriter shall pay the cost, if any, of qualifying the Bonds for sale in the various states chosen by the Underwriter, all advertising expenses in connection with the public offering of the Bonds and all other expenses incurred by it in connection with its public offering and distribution of the Bonds, not described above.

11. Amendments to Official Statement. If, after the date of this Bond Purchase Agreement and until the earlier of (a) ninety (90) days after the "end of the underwriting period" (as defined in the Rule) or (b) the time when the Official Statement is available to any person from a nationally recognized municipal securities information repository, but in no case less than twenty-five (25) days following the end of the underwriting period, an event relating to or affecting the City shall occur, or come to the attention of the City, the City shall promptly notify the Underwriter and, if as a result of such event, it is necessary, in the opinion of Bond Counsel or the Underwriter, to amend or supplement the Official Statement in order to make the Official Statement not misleading in light of the circumstances then existing, the City will forthwith prepare

and furnish to the Underwriter a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to the Underwriter) which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements not misleading. The expenses of preparing such amendment or supplement shall be borne by the City. Thereafter, all references to and representations regarding the Official Statement contained herein shall refer to or regard the Official Statement as so amended or supplemented. For the purpose of this Section, the City will furnish to the Underwriter such information with respect to the City as the Underwriter may from time to time reasonably request. If notification is given by the City, or such information comes to the attention of the Underwriter, after the date of Closing, the City shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement.

12. Third-Party Beneficiaries. The City agrees that the Underwriter is and shall be a third-party beneficiary of any and all representations and warranties made by the City in the Transaction Documents, to the same effect as if the City had made such representations and warranties to the Underwriter in this Bond Purchase Agreement.

13. Notices. Any notice or other communication to be given to the City under this Bond Purchase Agreement may be given by delivering the same in writing at its address set forth above, and any notice or other communications to be given to the Underwriter under this Bond Purchase Agreement may be given by delivering the same in writing to the Underwriter at the following address:

Robert W. Baird & Co.
8000 Maryland, Suite 500
St. Louis, Missouri 63105
Attention: Mr. Landon Boehm

14. Successors. This Bond Purchase Agreement is made for the benefit of the City and the Underwriter (including the successors or assigns of the Underwriter) and no other person, including any purchaser of the Bonds, shall acquire or have any rights hereunder or by virtue hereof.

15. Governing Law. This Bond Purchase Agreement shall be governed by and construed in accordance with the laws of the State.

16. Effectiveness. This Bond Purchase Agreement shall become effective upon your acceptance hereof.

17. Counterparts. This Bond Purchase Agreement may be executed in any number of counterparts, each of which so executed and delivered shall constitute an original and all together shall constitute but one and the same instrument.

18. Captions. The captions or headings in this Bond Purchase Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision or section of this Bond Purchase Agreement.

19. Electronic Transactions. The transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents will 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.

20. Anti-Discrimination Against Israel Act. Pursuant to Section 34.600 of the Revised Statutes of Missouri, as amended, the Underwriter hereby certifies to the City that it is not currently engaged in and shall not, for the duration of this Bond Purchase Agreement, engage in a boycott of goods or services from the State of Israel, companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel, or persons or entities doing business in the State of Israel.

[Remainder of Page Intentionally Left Blank.]

Very truly yours,

ROBERT W. BAIRD & CO. INCORPORATED

By: _____

Name: Landon Boehm

Title: Managing Director, Public Finance

Accepted and agreed to as of
the date first above written:

CITY OF SIKESTON, MISSOURI

By: _____
Name: Greg Turnbow
Title: Mayor

[Bond Purchase Agreement]

**SCHEDULE I
TO
BOND PURCHASE AGREEMENT**

**CITY OF SIKESTON, MISSOURI
Special Obligation Refunding and Improvement Bonds
Series 2021**

**10% TEST APPLIES
(MATURITIES FOR WHICH 10% SOLD AS OF THE DATE OF THIS
BOND PURCHASE AGREEMENT)**

<u>Year</u> <u>(June 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Price</u>
2022		%	%
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			

**HOLD-THE-OFFERING-PRICE RULE APPLIES
(MATURITIES FOR WHICH 10% NOT SOLD AS OF THE DATE OF THIS
BOND PURCHASE AGREEMENT)**

EXHIBIT A
TO
BOND PURCHASE AGREEMENT

FORM OF UNDERWRITER'S RECEIPT FOR BONDS AND CLOSING CERTIFICATE

\$\$ _____
CITY OF SIKESTON, MISSOURI
Special Obligation Refunding and Improvement Bonds
Series 2021

The undersigned, on behalf of itself and Stifel, Nicolaus & Company, Incorporated (collectively, the "Original Purchaser"), as the original purchaser of the above-described bonds (the "Bonds"), being issued on the date of this Certificate by the City of Sikeston, Missouri (the "Issuer"), certifies and represents as follows:

1. Bond Purchase Agreement. The Original Purchaser and the Issuer have entered into a Bond Purchase Agreement (the "Bond Purchase Agreement"), dated June 30, 2021 (the "Sale Date"), providing for the purchase of the Bonds by the Original Purchaser from the Issuer.

2. Compliance with Bond Purchase Agreement. We acknowledge that we have timely received in satisfactory form and manner all proceedings, certificates, opinions, letters and other documents required to be submitted to us pursuant to the Bond Purchase Agreement prior to or on the date of the delivery of and payment for the Bonds (except to the extent we have waived or consented to modification of certain provisions thereof), and that the Issuer has in all respects complied with and satisfied all of its obligations to us which are required under said Bond Purchase Agreement to be complied with and satisfied on or before the date hereof.

3. Receipt for Bonds. We further acknowledge receipt on this date of the Bonds, consisting of fully-registered Bonds numbered from R-1 consecutively upward in authorized denominations of \$5,000 or integral multiples thereof. Each of the Bonds has been signed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk, with the Issuer's official seal affixed thereon, and has been authenticated by the manual signature of an authorized signatory of the Paying Agent.

4. Issue Price. For purposes of this section the following definitions apply:

"Effective Time" means the time on the Sale Date that the Bond Purchase Agreement to purchase the Bonds became enforceable.

"Initial Offering Price" means the price listed in **Schedule A** for each Maturity.

"Maturity" means Bonds with the same credit and payment terms; Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

"Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriting Firm or a related party to an Underwriting Firm. An Underwriting Firm and a person are related if it and the person are subject, directly or indirectly, to (a) more than 50% common ownership of the voting power or the total value of their stock, if both entities are

corporations (including direct ownership by one corporation of another), (b) more than 50% common ownership of their capital interests or profit interests, if both entities are partnerships (including direct ownership by one partnership of another) or (c) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

“Undersold Maturity” or “Undersold Maturities” means any Maturity for which less than 10% of the principal amount of Bonds of that Maturity were sold as of the Effective Time.

“Underwriting Firm” means (a) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public and (b) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (a) of this definition to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The Original Purchaser represents as follows:

- (i) Attached as **Attachment A** is a copy of the pricing wire or similar communication used to communicate the Initial Offering Price of each Maturity to the Public.
- (ii) As of the Effective Time all the Bonds were the subject of an initial offering to the Public.
- (iii) As of the Effective Time none of the Bonds were sold to any person at a price higher than the Initial Offering Price for that Maturity.
- (iv) As of the Effective Time there were no Undersold Maturities.

Capitalized terms not otherwise defined herein have the meaning given such terms in the Bond Purchase Agreement.

We express no view regarding the legal sufficiency of any such computations or the correctness of any legal interpretation made by Gilmore & Bell, P.C., as bond counsel.

Nothing herein represents our interpretation of any laws or regulations under the Internal Revenue Code of 1986, as amended.

This Certificate may be executed in counterparts, each of which so executed and delivered shall constitute an original and all together shall constitute but one and the same instrument.

DATED: July __, 2021

ROBERT W. BAIRD & CO. INCORPORATED

By: _____
Managing Director

By: _____
Director – Municipal Syndicate

SCHEDULE A

CITY OF SIKESTON, MISSOURI Special Obligation Refunding and Improvement Bonds Series 2021

<u>Year</u> <u>(June 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Price</u>
2022		%	%
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			

ATTACHMENT A

Initial Offering Price Documentation

[Attach Pricing Wire or Other Offering Price Documentation]

**EXHIBIT E
TO ORDINANCE**

PARAMETERS OF BOND SALE

1. Original Principal Amount: Not to exceed \$15,000,000.
2. Final Maturity: The Bonds shall mature not later than June 1, 20__.
3. True Interest Cost: Not to exceed ____%. “True Interest Cost” means the interest rate necessary to discount the debt service payments from the payment dates to the delivery date of the Bonds to an amount equal to the purchase price paid to the City. True Interest Cost is expressed as an annual percentage rate, and present value is computed on a semiannual basis using a 30/360 day-count convention.
4. Weighted Average Maturity: Not less than _ years and not greater than _ years.

**EXHIBIT F
TO ORDINANCE**

FINAL TERMS CERTIFICATE

The undersigned, Mayor of the City of Sikeston, Missouri (the "City"), hereby executes this Final Terms Certificate pursuant to **Section 210** of the Ordinance adopted by the City Council of the City on June 28, 2021 (the "Ordinance") authorizing the issuance of not to exceed \$15,000,000 principal amount of the City's Special Obligation Refunding and Improvement Bonds, Series 2021 (the "Bonds"). *Capitalized terms used herein shall have the meanings assigned to such terms in the Ordinance.*

1. Original Principal Amount. The Bonds are issued in the original principal amount of \$_____.
2. Purchase Price. The underwriter's discount is \$ _____, which is _____% of the original principal amount of the Bonds. The purchase price of the Bonds is calculated as follows:

Original Principal Amount	\$
Plus: Net Original Issue Premium	
Less: Underwriter's Discount	_____
Total Purchase Price	<u> \$_____ </u>
3. Final Maturity of the Bonds. The final maturity of the Bonds is June 1, 20____.
4. True Interest Cost. The True Interest Cost of the Bonds is _____%.
5. Costs of Issuance. The costs of issuance of the Bonds (exclusive of underwriter's discount) are \$_____.
6. Weighted Average Maturity. The weighted average maturity of the Bonds is _____ years.
7. Optional Redemption: At the option of the City, the Bonds or portions thereof maturing on June 1, 20__ and thereafter may be called for redemption and payment prior to their Stated Maturity on June 1, 20__ and thereafter as a whole or in part at any time at the Redemption Price of 100% of the principal amount thereof plus accrued interest thereon to the Redemption Date.

8. Mandatory Redemption. [**There are no Term Bonds subject to mandatory sinking fund redemption prior to maturity.**][**The Term Bonds identified in paragraph 10 are subject to mandatory sinking fund redemption pursuant to **Section 301** of the Ordinance on the dates and in the amounts as follows:

<u>Term Bonds Maturing on June 1, 20</u>	
<u>Year</u>	<u>Principal Amount</u>
20__	\$
20__	
20__	
20__	
20__*	

*Final Maturity**]

9. Maturity Schedule. The Bonds will mature on the dates and in the amounts and bear interest at the rates as follows:

<u>Stated Maturity (June 1)</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>
20__	\$	%
20__		
20__		
20__		
20__		
20__		
20__		

*Term Bonds

10. Deposit of Bond Proceeds. The net proceeds received from the sale of the Bonds shall be deposited simultaneously with the delivery of the Bonds, as follows:

(a) Any amount received on account of accrued interest on the Bonds shall be paid and credited to the Debt Service Fund and applied in accordance with **Section 503** of the Ordinance.

(b) The sum of \$_____ from Bond proceeds shall be applied on the closing date of the Bonds to the prepayment of the 2011 Loan.

(c) The sum of \$_____ from Bond proceeds shall be applied on the closing date of the Bonds to the prepayment of the 2013 Loan.

(d) The sum of \$_____ from Bond proceeds shall be deposited in the Project Fund and applied in accordance with **Section 503** of the Ordinance.

Dated this _____ day of July, 2021.

CITY OF SIKESTON, MISSOURI

By: _____
Greg Turnbow, Mayor

CERTIFICATE

I, the undersigned, hereby certify that the above and foregoing is a true and correct copy of the Ordinance of the City of Sikeston, Missouri, adopted by the City Council on June 28, 2021, authorizing the issuance of not to exceed \$15,000,000 principal amount of Special Obligation Refunding and Improvement Bonds, Series 2021, as the same appears of record in my office, and that said Ordinance has not been modified, amended or repealed and is in full force and effect as of this date.

DATED: July __, 2021.

(Seal)

City Clerk of the City of Sikeston, Missouri

Council Letter

Date of Meeting: 21-06-07

Originating Department: Finance Department

To the Mayor and City Council:

Subject: Renewal of City Prosecuting Attorney Contract

Attachment(s):

Proposed Contract with Prosecuting Attorney

Action Options:

1. Approval of City Prosecutor Contract
2. Other action Council may deem appropriate

Background:

Attached for your review is the proposed FY22 contract renewal for City Prosecutor Kye Lawrence. Mr. Lawrence has been the city's prosecutor since February 2015. The proposed contract does not include an increase. The fee will be \$32,000 per year. Staff recommends renewal of the contract as presented.

A contract amendment will be required when the prosecutor begins inputting into the Missouri Court system.

Staff recommends approval of the contract.

CONTRACT FOR PROSECUTORIAL SERVICES

The undersigned, Ryan Kye Lawrence (herein "Prosecutor"), does hereby undertake to provide for the City of Sikeston, Missouri, (a Home Rule Charter City, of the State of Missouri) (herein "City"), all of the services and duties imposed by law upon a Municipal Prosecutor of a Charter City in the State of Missouri subject to the requirements, qualifications and limitations of Chapter 479 of the Revised Statutes of Missouri, as from time to time amended, and further subject to the Rules of Professional Conduct adopted by the Supreme Court of Missouri. For the term of July 1, 2021 through June 30, 2022. "Prosecutor" shall be paid an annual fee of Thirty-Two Thousand Dollars (\$32,000.00). Fees shall be payable monthly, unless said services are earlier terminated by reason of the Prosecutor's disqualification, resignation or removal from office.

The Prosecutor agrees:

- 1 . To advise the City Manager of any official determination which would affect his qualifications to serve as prosecutor.
2. In the event of the Prosecutor's absence or disability to perform his duties hereunder, he shall advise the City Associate Municipal Prosecutor and the City Manager of same as early as possible before an absence or disability and shall pay from his fees hereunder, the pro-rata share thereof to the Associate Municipal Prosecutor, for his time of service.
3. The Prosecutor acknowledges that he is not an employee of the City, but that he is an independent contractor in providing the service which is the subject hereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal this _____day of _____, 2021.

CITY OF SIKESTON, MISSOURI

MUNICIPAL PROSECUTOR

By _____
Jonathan M. Douglass, City Manager

Ryan Kye Lawrence, Attorney at Law

Circuit Clerk of Scott County Notified

Rhonda Council, City Clerk

Date

Council Letter

Date of Meeting: 21-06-07

Originating Department: Finance Department

To the Mayor and City Council:

Subject: Renewal of Municipal Judge Contract

Attachment(s):

Proposed Contract with Municipal Judge

Action Options:

1. Approval of Municipal Judge Contract
2. Other action Council may deem appropriate

Background:

Attached for your review is the proposed FY22 contract renewal for Municipal Judge Frank Marshall. Mr. Marshall has been the municipal judge since 1993. The proposed contract does not include an increase. The fee is \$30,000 per year. Staff recommends renewal of the contract as presented.

The contract does allow for a 60-day cancellation notice should the city council vote to transfer the municipal court to the circuit courts.

Staff recommends approval of the contract.

CONTRACT FOR JUDICIAL SERVICES

For the annual pre-determined fee of Thirty Thousand Dollars (\$30,000.00), payable one-twelfth per month, the undersigned Franklin Marshall, (herein "Judge"), does hereby undertake to provide for the City of Sikeston, Missouri (a Home Rule Charter City, of the State of Missouri) (herein "City") subject to the requirements, qualifications, and limitations of Chapter 479 of the Revised Statutes of Missouri, as from time to time amended and further subject to the Canons of Judicial conduct adopted by the Supreme Court of Missouri, all of the services and duties imposed by law upon a Municipal Judge of a Home Rule Charter City in the State of Missouri for a term which shall begin July 1, 2021, (the effective date of this agreement) and expires June 30, 2022. Fees shall be payable monthly, unless said services are earlier terminated by reason of the Municipal Court being transferred to the Circuit Courts, Judge's disqualification or removal from office. Should Municipal Court be transferred to the Circuit Courts, a 60-day notice will be provided.

The Judge agrees:

1. To advise the City Manager of any official determination which would effect his qualification to serve as judge.
2. In the event of the Judge's absence or disability to perform his duties hereunder, he shall advise the City Associate Municipal Judge and the City Manager of same as early as possible before an absence or disability and shall pay, from his fees hereunder, the pro-rata share thereof to the Associate Judge for his time of service.
3. The Judge acknowledges that he is not an employee of the City, but that he is an independent contractor in providing the service which is the subject hereof.

IN WITNESS HEREOF, the parties have hereunto set their hands and seal this _____ day of _____, 2021.

CITY OF SIKESTON, MISSOURI

MUNICIPAL JUDGE

By _____
Jonathan M. Douglass, City Manager

Franklin Marshall

Circuit Clerk of Scott County Notified

Rhonda Council, City Clerk

Date

Council Letter

Date of Meeting: 21-06-07

Originating Department: Public Works Department

To the Mayor and City Council:

Subject: Authorization to Approve of Engineering Services Contract for Project Armor

Attachments:

1. Contract from Waters for Engineering Services

Action Options:

1. Authorize Staff to Approve of Engineering Services Contract for Project Armor
2. Other Action Council May Deem Necessary

Background:

Staff is seeking authorization to officially execute the agreement with Waters Engineering for the design and inspection of improvements related to the outer road between Main St. (US 61) and the new South Ingram Overpass. At this time, this phase does not have grant funding applied to it. This is part of the 'Red' third phase of the overall project armor improvements.

AGREEMENT FOR ENGINEERING SERVICES

The following items comprise the Engineering Contract Agreement by and between the City of Sikeston, Missouri, (the "Owner") and WATERS ENGINEERING, INC., Consulting Engineers of Sikeston, Missouri, (the Engineer").

WITNESSETH:

WHEREAS, the Owner is desirous of procuring engineering services for the Southwest Outer Road street, drainage and detention basin improvements, said Road to run from Highway 61 South to the connection to Ingram Road extended across Highway 60, and the Owner is desirous of retaining a consulting engineer for such works hereinafter called the "Project"; and

WHEREAS, the Owner represents himself as being free of contractual obligation for said work to any other engineer or engineering firm; and

WHEREAS, the Engineer is qualified by training and experience and is willing to perform the engineering services necessary to said work, and such services are understood to be professional and non-competitive in nature;

NOW THEREFORE, the Owner and Engineer for the considerations hereinafter set forth, agree as follows:

I. The Engineer agrees to provide the following engineering services for the Project:

A. DESIGN PERIOD SERVICES. During the development of the Project the Engineer will perform design and management functions including:

1. Prepare preliminary design memorandum, preliminary layout drawings and preliminary cost estimate for the Project for the review of the Owner.
2. Conduct detailed field surveys for final drawings.
3. Prepare detailed drawings, technical specifications, construction bidding and contract documents for the Project.
4. Assist the Owner in applying for those permits and approvals typically required for similar projects.
5. Make personal appearances before review authorities and attend public meetings.
6. Assist in negotiations for property acquisition and other rights.
7. Prepare legal descriptions for easements required for the project.
8. Assist the Owner in procuring prospective bidders.

B. CONSTRUCTION PERIOD GENERAL SERVICES. During the construction of the Project the Engineer will perform contract administrative and management functions including:

1. Attend the bid opening and tabulate bid proposals, make an analysis of the bids, and make recommendations for awarding contracts for construction.
2. Assist the Owner in preparation of documents for award of contracts.

3. Review of Contractor's schedule of work.
4. Issue instructions of the Owner to the contractor.
5. Make necessary interpretations or clarifications of the contract documents.
6. Review, comment on and approve shop drawings.
7. Review of equipment and materials.
8. Preparation and processing of any required change orders.
9. Disapprove or reject work which the Engineer believes is defective, and order special testing if deemed necessary.
10. Review and process Contractor's payment requests.
11. Provide consultation, advice and make reports, as requested by the Owner but not more frequent than monthly, on the progress and character of the work.
12. Upon completion of the construction work, conduct a final inspection.
13. The Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor or their agents or employees or any other person at the site or otherwise performing any of the contractor's work.
14. These basic services shall not include additional or extended services made necessary from major changes in the project which would make the compensation not commensurate with the additional services rendered, or made necessary by work damaged by fire or other cause, a significant amount of defective or neglected work of the contractor, prolongations of the contract time or default by the contractor.
15. Maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at his office at all reasonable times during the contract period and for three years from the date of final payment under the contract, for inspection by the Owner.
16. Grant appropriate credit for any residual values of special equipment if acquisition of such special equipment is required for the performance of this contract.

C. CONSTRUCTION OBSERVATION: The Engineer's construction observation service may include the following:

1. Visit the project at appropriate intervals during construction as required to determine if the work is proceeding in general accordance with the plans and specifications.
2. Aid in coordinating the work of the various construction and utility forces involved in the Project.
3. Prepare lists of items to be corrected, added or deleted to make the work conform to the plans and specifications.
4. Review requests for payment for accuracy and adequate testing.

5. Keep records of change orders and field changes.
6. Provide a 1-time staking of the horizontal and vertical control points for the construction.
7. Provide assists in making arrangements for the relocation and adjustment of existing utilities and related improvements.
8. Observe methods of placement of fill and subgrade preparation for general compliance with the specifications.
9. Observe visually and require supplier certification of piping, concrete, reinforcing steel, paving materials and other miscellaneous materials for general conformance with the specifications.
10. The Engineer's undertaking hereunder shall not relieve the construction and material sources of their obligations to perform the work in conformity with the plans and specifications and in a workman-like manner; shall not make the Engineer an insurer of the Project; and shall not impose upon the Engineer any obligation to see to it that the work is performed in a safe manner.

II. The Owner agrees to cooperate with the Engineer in the performance of the work, including the following:

- A. Provide full information as to the Owner's requirements for the Project.
- B. Furnish all maps, data, reports, drawings, plans, and allied information as may be possessed by the Owner, and reasonably pertain to the project.
- C. Furnish all easements and rights-of-way and entry to private property as may be required for the prosecution of the work.
- D. Furnish labor and equipment as may be reasonably required for subsurface explorations, inspections and determinations of existing conditions.
- E. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by the Engineer and render decisions pertaining thereto within a reasonable time so as not to delay the services of the Engineer.
- F. Pay for all costs incidental to obtaining bids or proposals.
- G. Provide such legal, accounting and insurance counseling services as may be required for the Project.
- H. Give prompt notice to the Engineer whenever the Owner observes or otherwise becomes aware of any defect in the Project.
- I. Designate in writing a person to act as Owner's representative with respect to the work to be performed under this Agreement; and such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this Agreement.
- J. Review the Engineer's recommendations, authorize and pay costs for laboratory tests, soil borings, geotechnical services and reports and other special services as may be required for the Project.

III. The Owner and the Engineer agree to the following schedule for the Project.

- A. The Design Period Services under Section I-A shall be completed within 120 calendar days following the authorization to proceed with that phase of services, exclusive of time required for review of the Owner or other agencies having authority over the Project.
- B. The Construction Period Services under Section I-B and I-C shall be considered completed when the work for the Project has been certified by the Engineer and after all payments to contractors have been made.
- C. Unless this Agreement has been terminated as provided in following paragraphs, the Engineer will be obligated to render services hereunder for a period which may reasonably be required for the design, award of contract and for the construction of the Project including extra work and any required extension thereto. The Engineer may decline to render further services hereunder if the Owner fails to give prompt authorization to proceed with the various phases of work.
- D. If modifications or changes in the scope of the Project are requested by the Owner or required by reviewing agencies, the time of performance shall be adjusted appropriately.

IV. The Owner's Payments to the Engineer. The Owner agrees to pay the Engineer as follows:

- A. DESIGN PERIOD GENERAL SERVICES. For design engineering under Section I-A of this Agreement, including legal and topographic surveying required for the project, a lump sum of \$227,000, to be paid according to the following schedule.
 - 1. Twenty five percent upon completion of the field work for the project.
 - 2. Fifty percent upon completion of the plans, specifications and contract documents,
 - 3. Twenty five percent upon advertisement for bids, initiation of negotiations for construction or termination of the Project.
- B. CONSTRUCTION PERIOD SERVICES. For Construction Period General Services under Section I-B and Construction Observation Services under Section I-C of this Agreement, said services to be rendered beginning at the start of construction and ending upon completion of construction, a lump sum of \$169,780 to be paid in proportion to construction completion no more frequently than monthly.

V. The Owner and Engineer further agree that:

- A. TERMINATION. This agreement may be terminated by either party by a seven-day written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. No prejudice shall be allowed either party because of delays caused by review of other agencies. If this Agreement is so terminated, the Engineer shall be paid in full for services rendered prior to termination.

It is mutually agreed by both parties that if due to an Act of God, a National Emergency or for any reason over which either party has no control, it becomes necessary to terminate this Agreement; then a settlement will be made by the Owner with the Engineer in proportion to the amount of work completed.

- B. OWNERSHIP OF INSTRUMENTS OF SERVICE. All reports, drawings, computer files, field data, notes and other documents and instruments prepared by the Engineer as instruments of service shall remain the property of the Engineer. The Engineer shall retain all common law, statutory and other reserved rights, including the copyright thereto. The Engineer will provide the Owner with a reproducible copy of the final plans for use in maintenance and operation of the project.

- C. DISPUTES. All claims, disputes and other matters in questions arising out of, or relating to, this Agreement or the breach thereof shall be submitted to non-binding mediation unless the parties mutually agree otherwise.
- D. SEVERABILITY. Any term or provision of the Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.
- E. CHANGES IN WORK. If the design of the Project is significantly changed as a result of review by the Owner or other agency so as to require extra work or change in work, compensation provided for elsewhere in this Agreement shall be subject to re-negotiation.
- F. DELAYS AND EXTENSIONS. If modifications or changes in the scope of the Project are requested by the Owner or required by reviewing agencies, or if the progress of the engineering work is hindered by unavoidable delays the time of performance shall be appropriately adjusted.
- G. COMPLIANCE WITH LAWS. The Engineer agrees to comply with all applicable Federal, State and local laws and ordinances.
- H. RESPONSIBILITY FOR CLAIMS AND LIABILITY. The Engineer agrees to hold the Owner harmless from all claims and liability due to his negligent acts or the negligent acts of his subcontractors, agents or employees.
- I. INSURANCE. The Engineer will secure and maintain such insurance as will protect him from claims under workmen's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of his employees or of any person other than his employees, and from claims for damages because of injury to or destruction of tangible property including loss of use resulting therefrom. The Engineer agrees to attempt to maintain continuous errors and omission insurance in the amount of \$1,000,000 for the period of design and construction of the Project, if such coverage is reasonably available at commercially affordable premiums. For the purposes of this Agreement, reasonable available and commercially affordable shall mean that more than half the civil engineering consultants practicing in this state are able to obtain such coverage.
- J. LIMIT OF LIABILITY. To the maximum extent permitted by law, the Owner agrees to limit the Engineer's liability for claims and causes including, but not to be limited to, negligence, professional errors or omissions to the amount of the fees paid to the Engineer for the Project.
- K. ESTIMATES. Since the Engineer has no control over the cost of labor, materials, or equipment, or over the Contractor(s)' methods of determining prices or over competitive bidding or market conditions, his estimates of cost for the Project provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but the Engineer cannot and does not guarantee that proposals, bids or the Project construction cost will not vary from cost estimates prepared by him.
- L. SUBCONTRACTS.

The Engineer agrees to not sub-contract or assign any interest in this Agreement without the approval of the Owner, with the exception of specialty services such as geotechnical, photogrammetric and structural consultants.

IN WITNESS WHEREOF, the duly authorized representatives of the Owner and the Engineer have this
_____ day of _____, 2021, hereunto subscribed their names.

The Engineer: WATERS ENGINEERING, INC.:

By: _____
John Chittenden, President

Darrall Hirtz, Senior Engineer

The Owner: CITY OF SIKESTON

By: _____
J. D. Douglass, City Manager

Rhonda Council, City Clerk

Council Letter

Date of Meeting: 21-06-07

Originating Department: Public Works Department

To the Mayor and City Council:

Subject: Award Bid #21-43, Drainage Pipe Replacement

Attachment(s):

1. Quote from G&C Contracting

Action Options:

1. Award Bid
2. Other Action Council May Deem Necessary

Background:

Bids for the replacement of drainage pipes for 7 locations into Lateral C of St. John's Bayou. were opened on Tuesday, May 18, 2021. No bids were received at the time.

City staff consulted with Lambert Engineering concerning the project, who then in turn solicited a quote from G&C Contracting of Perryville, MO on the City's behalf.

Staff recommends the project award go to G&C Contracting in the amount of \$59,802.50.

BID RETURN SHEET (Page 1 of 2)

BID#21-43, DRAINAGE PIPES

I. Timeline for installation:

A. Anticipated Start Date: July 1, 2021

Anticipated Completion Date: Sept. 1, 2021

II. Pricing:

		<u>Per lf</u>	<u>PP</u>
110 lf	Charlotte Dr – 12" pipe	<u>\$40.50</u>	<u>\$ 4,455.00</u>
190 lf	Cottonwood Dr – 12" pipe	<u>\$40.50</u>	<u>\$ 7,695.00</u>
115 lf	Brenda Dr – 12" pipe	<u>\$40.50</u>	<u>\$ 4,657.50</u>
210 lf	Andrea Dr (A) – 15" pipe	<u>\$48.50</u>	<u>\$10,185.00</u>
220 lf	Andrea Dr (B) – 15" pipe	<u>\$48.50</u>	<u>\$10,670.00</u>
230 lf	Andrea Dr (C) – 12" pipe	<u>\$40.50</u>	<u>\$ 9,315.00</u>
285 lf	Andrea Dr (D) – 15" pipe	<u>\$45.00</u>	<u>\$12,825.00</u>

TOTAL

\$59,802.50

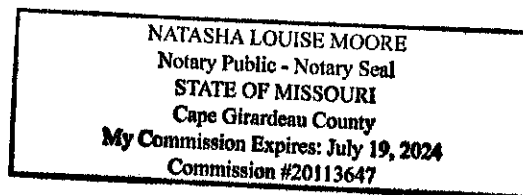
*Due to the shallow nature of the pipe, only 4" of bedding will be used.

BID RETURN SHEET (Page 2 of 2)
BID# 21-43, DRAINAGE PIPES

Company Name: GAC Contracting INC
Contact Name: GREG BAER
Address: 1195 PEARL 66 PEARVILLE MO 63775
Phone Number: 573 513 5881
Email: GANDCBAER@YAHOO.COM
Signature of Bidder: [Signature]
Title: President
Date: June 1 2021

Affix Corporate Seal (if applicable)

STATE OF MO)
COUNTY OF Cape Girardeau)SS



On this 2 day of June, 2021 before me personally appeared Gregory Baer, to me known to be the person(s) described in and who executed the forgoing instrument and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Cape Girardeau County, MO, the day and year first above written.

[Signature]
Signature Notary Public

My Commission expires: 7-19-24

Bidder's signature MUST appear on this form. Signature of bidder indicated he/she understands and will comply with the terms and conditions set forth within the Invitation for Bid.