

TENTATIVE AGENDA

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

- I. CALL TO ORDER
- II. RECORD OF ATTENDANCE
- III. OPENING PRAYER
- IV. PLEDGE OF ALLEGIANCE
- V. APPROVAL OF CITY COUNCIL MINUTES
 - A. Regular Council Minutes June 5, 2023
 - B. Regular Council Minutes June 26, 2023
- VI. ITEMS OF BUSINESS
 - A. Renewal of Convention & Visitors Bureau (CVB) Agreement
 - B. Authorization to Add City Clerk to City Bank Accounts
 - C. Authorization to Purchase Various Vehicles for Public Works Department
 - D. Authorization to Purchase Two New SUV Patrol Vehicles
 - E. Authorization to Purchase Used Patrol Car
 - F. Authorization to Accept Local Emergency Planning Committee Grant
 - G. Authorization to Purchase Hazmat Items Using Bootheel Local Emergency Planning Committee Grant
 - H. Discussion – Knox Box Requirements
 - I. Other Items as May Be Determined During the Course of the Meeting
- VII. ADJOURNMENT

Dated this 29th day of June 2023.

Rhonda Council

Rhonda Council, City Clerk

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

REGULAR CITY COUNCIL MEETING
JUNE 5, 2023

The regular Sikeston City Council meeting of June 5, 2023 was called to order at 5:00 p.m. at City Hall located at 105 E. Center St., Sikeston. Present at the meeting were: Mayor Pro Tem Onethia Williams, John Leible, Ryan Lindsey, Vest Baker and David Teachout. Mayor Greg Turnbow and Councilman Tom Robison were absent. Staff in attendance were: City Manager Jonathan Douglass, City Counselor Tabatha Graham, Finance Director Karen Bailey, HR Director Amanda Groves and Carrie Burgfeld, Communications Manager David Jenkins, Public Works Director Jay Lancaster, Street Superintendent Brian Dial, Street Supervisor Darren Martin, Parks Director Dustin Care, Community Development Director Barry Blevins, and Captain Derick Wheatley.

APPROVAL OF CITY COUNCIL MINUTES

City Council minutes of the regular meetings of April 24, May 1 and May 22, 2023 were presented for approval. Councilman Baker moved to approve the minutes as presented. Councilman Teachout seconded the motion and the following vote was recorded:

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

ACCEPTANCE OF BOARDS & COMMISSION MINUTES

Minutes from various boards and commission meetings were presented for approval. Councilman Leible moved to approve the minutes as presented. Councilman Baker seconded the motion and the following roll call vote was recorded:

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

ITEMS OF BUSINESS

Approve BMU Lease Agreement with Alan Wire/JNS Holdings

The BMU Board has approved a lease purchase agreement with JNS Holdings, LLC (Alan Wire) for a 100 ft by 400 ft parcel of the power plant property adjoining the northwest corner of the Alan Wire West Malone site. This allows Alan Wire to load/unload trucks from their new warehouse extension and is not intended for construction of any facilities. The general terms of the agreement are a 30 year lease at the rate of \$1,800/yr escalating every 5 years by the Consumer Price Index, with an option to purchase the property at the end of the lease term for the property's appraised value at that time.

Councilman Leible moved to approve the execution of a lease purchase agreement between Sikeston Board of Municipal Utilities and JNS Holdings, LLC (Alan Wire) for a 30-year lease at the rate of \$1,800/year escalating every 5 years by the Consumer Price Index, with an option to purchase the property at the end of the lease term for the property's appraised value at that time. The motion was seconded by Councilman Teachout and the following vote recorded:

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

Consideration of Library Board of Trustee Appointments

State statute mandates Library Board of Trustee terms take effect on July 1 of each year and Library Board members are limited to two full three-year terms. Council is asked to take action on three Library Board positions, as follows:

Trustee Appointments being considered

Melissa Kelley
Colleen Flaker
Carolyn Harris

Terms Served

1 Full Term, Eligible for reappointment
1 Full Term, Eligible for reappointment
2 Full Terms, Not eligible for reappointment

Resource Bank Applicants:

Susanne Chitwood
Holly Greene
Jodi Glidewell
Elizabeth Littleton

Councilman Leible moved to reappoint Melissa Kelley and Colleen Flaker for a second term and appoint Elizabeth Littleton to serve her first term on the Library Board of Trustees. The motion was seconded by Councilman Teachout, discussed and the following roll call vote recorded:

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

Approve Agreement for Report Management System Software for Fire Division

Sikeston DPS is requesting we enter into a purchase agreement with ESO Solutions, Inc. of Dallas, TX to continue our report management software. This software provides:

- Vehicle inspection, management, and training checklist.
- Fire Incident Reporting
- Fire Inspections
- Fire Properties
- CAD Integration
- NFIRS Date Import
- IFC 2018-National Code set
- Setup and Online Training

This software has a twelve-month term of \$13,225.20.

Councilman Baker moved to approve the purchase of report management system with ESO Solutions, Inc. for a twelve month term of \$13,225.20. The motion was seconded by Councilman Lindsey, discussed and the following roll call vote was recorded:

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

Approve Selection of Construction Manager for Fire Station #2

An RFQ was issued by the City of Sikeston for Construction Manager-At-Risk (CMR) Services. Proposals were received from Brockmiller Construction, Inc., Kiefner Brothers, Inc., and Zoellner Construction Co., Inc. On May 9th, members of the City Council Professional Consulting Committee and city staff met to evaluate the submissions. The decision was made to interview the firms of Kiefner Brothers, Inc. and Zoellner Construction Co., Inc. On May 16th, we conducted interviews with both firms.

It is the recommendation of the committee to select Zoellner Construction Co., Inc. as the CMR for the construction of Fire Station 2.

Councilman Leible motioned to approve Zoellner Construction Co., Inc as the Construction Manager At Risk (CMR) for Fire Station #2 and to authorize the City Manager to proceed with negotiation of a contract with Zoellner Construction Co., Inc. The motion was seconded by Councilman Teachout, discussed and the following roll call vote recorded:

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

Approve Airport Farm Lease

Staff has released a request for proposal for a 5-year, fixed term cash lease of 103.61 acres located adjacent to the Sikeston Memorial Municipal Airport. City staff will entertain extending the lease if the bidder plans improvements to the property. The farm lease term is June 6th, 2023, through December 31st, 2028. Half the rent shall be paid on or before April 1st of each year and the balance to be paid on or before November 1st of each year. For the 2023 year, only the November payment will be required. Due to short notice, staff will be presenting the results of the successful bidder from the June 2nd bid opening to the Council during the meeting on June 5th.

Councilman Lindsey moved to award the airport farm lease to Oneal Wimberly in the amount of \$7,000 per year for a 5-year fixed term cash lease of 103.61 acres of land adjacent to the Sikeston Memorial Municipal Airport. The motion was seconded by Councilman Baker, discussed and the following roll call vote recorded:

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

Authorization to Execute Grant Agreement for ARPA Grant – Legion Park Project

The City of Sikeston was recently awarded a grant as a part of the American Rescue Plan Act (ARPA) Community Revitalization program for various improvements to Legion Park. The first step in receiving this grant is execution of the standard grant agreement. Staff has had the agreement reviewed by various staff including the city attorney.

Councilman Baker motioned to authorize the execution of the grant agreement for the ARPA Community Revitalization Grant Program for the Legion Park Project. The motion was seconded by Councilman Leible, discussed and the following roll call vote recorded:

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

Approve Community Development Block Grant (CDBG) Street Bids – Lambert Engineering

Bids were opened on May 22, 2023 for street construction projects with consulting engineer, Lambert Engineering. These are related to the current General Infrastructure CDBG grant. Bids were received from only two bidders: ASA Asphalt Company from Cape Girardeau and Jokerst Paving from Festus, MO. Because prices for asphalt have significantly increased since the application for this project, we will not be able to fulfill the entire scope as originally intended. The original construction budget was for \$670,000 for the base bid minus alternate #1, which came in with a low bid of \$843,201.58. We spoke to BRPC and DED staff, and have finalized on the following recommendation for council consideration:

To Award the Base Bid/Alternate #1 and issue a deductive change order to remove the intersections of Warner/East Kathleen and East/East Kathleen for a low bid total of \$690,650.82.

Councilman Baker motioned to award CDBG Street bid to ASA Asphalt Company out of Cape Girardeau, MO in the amount of \$690,650.82. The award will include the base bid and alternate #1, removing the intersections of Warner/East Kathleen and East/East Kathleen. The motion was seconded by Councilman Teachout, discussed and the following roll call vote recorded:

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

Approve Renewal of Service Contract with Historic Downtown Sikeston

The City has a contract with Historic Midtown Development Group (HMDG, dba Historic Downtown Sikeston) for services related to the promotion of Downtown Sikeston. The renewal of this service contract is for the period July 1, 2023 to June 30, 2024 in the amount of \$10,000.

Councilman Leible motioned to approve renewing the service contract with Historic Downtown Sikeston in the amount of \$10,000 for the period of Jul 1, 2023 to June 30, 2024. The motion was seconded by Councilman Teachout, discussed and the following roll call vote recorded:

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

Award RFP 23-63, Acquisition & Use of Downtown City Building Located at 215 N. New Madrid St.

The City owns the former Post Office Building at 215 N New Madrid St in Downtown Sikeston. The Sikeston Regional Chamber & Area Economic Development Corporation (the "Chamber") proposed an application for an ARPA tourism grant to renovate the building and create a visitor's center housing the Chamber of Commerce, Economic Development Corporation, Convention and Visitors Bureau, Historic Downtown Sikeston, and a Rodeo Museum. The City would donate the building to the Chamber/Economic Development Corporation and the value of the building could be used as part of the local match for the ARPA grant. The arrangement would relieve the city of the maintenance burden of the building while simultaneously achieving a quality renovation and more intensive use of the important downtown structure.

The ARPA tourism grant has been awarded. Donation of the property would be contingent on the City following State law regarding the disposition of property, namely, going through a public RFP process. The City released RFP #23-63 and the Chamber/Economic Development Corporation was the only entity submitting a response to the RFP.

Councilman Teachout motioned to award RFP 23-63, the acquisition and use of downtown City building located at 215 N. New Madrid to the Sikeston Regional Chamber & Area Economic Development Corporation and authorize the Mayor to execute all necessary transfer documents. The motion was seconded by Council Leible, discussed and the following roll call vote recorded:

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

2nd Reading, Bill #6308, FY23 Budget Amendment

Councilman Leible moved for the second reading of Bill Number 6308. The motion was seconded by Councilman Teachout and the following vote recorded:

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

City Counselor Graham presented the bill for reading.

Bill Number 6308

Ordinance Number 6308

THIS BILL AS ADOPTED SHALL BECOME EMERGENCY ORDINANCE NUMBER 6308, AND SHALL AMEND ORDINANCE NUMBER 6282, THE FY-23 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 6282 is hereby amended to read as follows:

SECTION II: Appropriations

A. General Fund 0010: The sum of \$15,174,741 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 \$9,900 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. Economic Development Fund 0030: The sum of \$255,340 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.

D. Municipal Court 0050: The sum of \$241,878 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

E. Tourism Tax Fund 0065: The sum of \$237,000 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.

F. E911 Fund {0070}: The sum of \$818,717 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.

G. Capital Improvement Sales Tax Fund 075: The sum of \$2,436,852 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.

H. Debt Service 0080: The sum of \$3,515,960 is hereby appropriated out of revenues accruing to the City, transfers from other funds and fund balance, for the payment of TIF Notes.

I. 60 West TIF District Fund 0091: The sum of \$265,709 is hereby appropriated out of revenues accruing to the City, transfers from other funds and Fund balance, for the payment of Public Improvements.

J. Main and Malone TDD 0095: The sum of \$199,800 is hereby appropriated out of revenues accruing to the City, transfers from other funds and fund balance, for the payment of TIF Bond issuances.

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: Emergency Clause. This Ordinance is adopted as an emergency measure to meet the budget restrictions of the City of Sikeston's 2023 fiscal year.

SECTION VI: Record of Passage:

- A. Bill Number 6308 was introduced and read the first time this 22nd day of May, 2023.
- B. Bill Number 6308 was read the second time and discussed on this 5th day of June, 2023. Following discussion, Councilman Baker moved to approve Bill Number 6308. The motion was seconded by Councilman Lindsey, discussed and the following roll call vote was recorded:

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

- C. Upon passage by a majority of the Council, this Bill shall become Ordinance 6308 and shall be in full force and effect immediately.

2nd Reading, Bill #6309, FY24 Budget Ordinance

Councilman Lindsey moved for the second reading of Bill Number 6309. The motion was seconded by Councilman Leible and the following vote recorded:

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

City Counselor Graham presented the bill for reading.

Bill Number 6309

Ordinance Number 6309

THIS BILL AS ADOPTED SHALL BECOME EMERGENCY ORDINANCE NUMBER 6309 AND SHALL BE REFERRED TO AS "THE FY-2024 BUDGET" (JULY 1, 2023 THROUGH JUNE 30, 2024), IT SHALL REPEAL ORDINANCE 6282, BEING THE "FY-2023 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 6282 and all amendments to the FY-2022 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:

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-2024 BUDGET".

SECTION II: Appropriations

- A. General Fund 0010: The sum of \$14,840,388 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. American Rescue Plan Act Fund 0015: The sum of \$1,806,500 is hereby appropriated out of the American Rescue Plan Act funds received from the Department of Treasury Coronavirus Municipal Non-Entitled Cities, Towns and Villages Recover Funds for the payment of expenditures as allowed by The Treasury Department's Final Rule governing the Local Fiscal Recovery Funds.

- C. Sales Tax Fund 0020: The sum of \$3,986,000 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.

- D. Transportation Sales Tax 0025: The sum of \$3,164,950 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.

- E. Economic Development 0030: The sum of \$252,000 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.

- F. Essex Fund 0031: The sum of \$435,000 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.

- G. Park Fund 0040: The sum of \$1,045,766 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.

- H. Building Reserves Fund 0041: The sum of \$100,000 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.
- I. South Sikeston infrastructure 0045: The sum of \$2,286,820 is hereby appropriated out of Special Obligation Bonds, transfers from other funds, and available Fund balance for the purpose of making capital improvements on the southern side of Sikeston.
- J. Municipal Court Fund 0050: The sum of \$217,084 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.
- K. Tourism Fund 0065: The sum of \$230,000 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.
- L. Airport Fund 0066: The sum of \$1,480,724 is hereby appropriated out of revenues accruing to the City, transfers from other funds, and available Fund balance, for the payment of Airport Improvements.
- M. 911 Fund 0070: The sum of \$824,143 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.
- N. Capital Improvement Fund 0075: The sum of \$ 4,458,149 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.
- O. Debt Service Fund 0080: The sum of \$2,511,760 is hereby appropriated out of revenues accruing to the City, transfers from other Funds and Fund balance, for the repayment of Special Obligation Bonds.
- P. CDBG Fund 0085: The sum of \$500,000 is hereby appropriated out of revenues accruing to the City, from Community Development Block Grants for the funding of CDBG projects.
- Q. 60 West TIF District Fund 0091: The sum of \$208,000 is hereby appropriated from revenues accruing to the City, transfers from other funds and Fund balance, for the payment of Public Improvements.
- R. Main & Malone TIF District Fund 0095: The sum of \$3,200 is hereby appropriated out of revenues accruing to the City, transfers from other funds and fund balance, for the payment of TIF Bond issuances.

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-2024 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 quarterly 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 6310.

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 6309 was introduced and read the first time this 22nd day of May, 2023.
- B. Bill Number 6309 was read the second time and discussed on this 5th day of June, 2023. Following discussion, Councilman Leible moved to approve Bill Number 6309. The motion was seconded by Councilman Teachout, discussed and the following roll call vote was recorded:

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

- C. Upon passage by a majority of the Council, this Bill shall become Ordinance 6309 and shall be in full force and effect from and after July 1, 2023.

2nd Reading, Bill #6310, FY24 Staffing & Compensation Ordinance

Councilman Lindsey moved for the second reading of Bill #6310. The motion was seconded by Councilman Leible and the following vote recorded:

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

City Counselor Graham presented the bill for reading.

BILL Number 6310

ORDINANCE Number 6310

THIS BILL AS ADOPTED SHALL BECOME EMERGENCY ORDINANCE NUMBER 6310 AND SHALL REPEAL ORDINANCE NUMBER 6263 BEING THE FY-23 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 2024 (JULY 1, 2023, THROUGH JUNE 30, 2024).

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-24 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 the 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 six (6) 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 \$900.00 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, full-time Animal Attendant, DPW Supervisors, Code Enforcement Officers and Code Enforcement Supervisor, Community Development Director at a rate of \$500 annually.
3. Clothing allowance for administrative assistants, account clerks, city collector, city clerk, finance director, human resources director, secretary/receptionist, IT technician, network administrator, court clerk and deputy court clerk at a rate of \$300 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 six days (6) or 2 and 1/2 (2.5) 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 six month anniversary of employment, vacation earned at the rates as set out herein above, shall accrue to the employee as follows:
- 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.
 - 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
Leave Based on Years of Completed Service**

Assigned Hours Per Shift	0-6mths 6 Days/ 2.5 Shifts	6 mnths-4 11 Days/ 4.5 Shifts	5-8 13 Days/ 5.5 Shifts	9-12 15 Days/ 6.5 Shifts	13-16 17 Days/ 7.5 Shifts	17-20 19 Days/ 8.5 Shifts	21-25 21 Days/ 9.5 Shifts	26+ 26 Days/ 12.5 Shifts
8	48/ No Accruals	88	104	120	136	152	168	208
10.3	49.44/ No Accruals	90.64	107.12	123.6	140.08	156.56	174.04	214.24
10.5	50.4/ No Accruals	92.4	109.2	126	142.8	159.6	176.4	218.4
24	60/ No Accruals	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, 1071 hours for patrol and communication hourly employees, 1,092 hours for patrol sergeants and patrol lieutenants, and 1404 hours for fire division personnel assigned to 24 hour shifts.
- 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.
 - 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
12.3	0	4.15	6.225	8.3
10.3	0	4.1185	6.773	8.24
10.5	0	4.199	6.3	8.4
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 fourteen (14) 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)
- Good Friday-Floating Holiday (City offices remain open)
- Memorial Day (Last Monday in May)
- Juneteenth (June 19)
- 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)

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 (10.3 hour shifts)	171E (10.5 hour shifts)	212 E (24 hours shifts)
8	8.23	8.39	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 to be effective the first of the month following thirty (30) days of continued employment.
2. City shall pay eighty percent (80%) of the established premium contribution amount. Employees shall contribute twenty percent (20%) of the established premium.
 3. 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 10, 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 six month 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-2024 Authorized Staffing Level Totals,

1. 129 Full Time Employees
2. 16 Part Time Employees
3. 31 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:

- A. Bill Number 6310 was introduced and read the first time this 22nd day of May, 2023.
- B. Bill Number 6310 was read the second time and discussed on this 5th day of June, 2023. Following discussion, Councilman Baker moved to approve Bill Number 6310. The motion was seconded by Councilman Teachout, discussed and the following roll call vote was recorded:

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

- C. Upon passage by a majority of the Council, this Bill shall become Ordinance 6310 and shall be in full force and effect from and after July 1, 2023.

2nd Reading, Bill #6311, Closeout of 60/61 TIF

Councilman Leible moved for the second reading of Bill Number 6311. The motion was seconded by Councilman Teachout and the following vote recorded:

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

City Counselor Graham presented the bill for reading.

BILL NO. 6311

ORDINANCE NO. 6311

AN ORDINANCE TERMINATING TAX INCREMENT FINANCING WITHIN THE 60/61 REDEVELOPMENT AREA; DISSOLVING THE SPECIAL ALLOCATION FUND RELATED THERETO; AND AUTHORIZING CERTAIN ACTIONS RELATING THERETO.

WHEREAS, the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended (the "Act"), authorizes municipalities to undertake redevelopment projects in blighted, conservation or economic development areas, as defined in the Act; and

WHEREAS, on June 5, 2000 the City Council adopted Ordinance No. 5238 approving the "Redevelopment Plan and Project, 60/61 Redevelopment Area" (as subsequently amended, the "Redevelopment Plan") and designating the redevelopment area described in the Redevelopment Plan (the "Redevelopment Area") as a "redevelopment area" under the Act; and

WHEREAS, pursuant to Ordinance No. 5329, adopted on June 5, 2000, the City Council approved a redevelopment project for an area described in the Redevelopment Plan as "RPA 1"; and

WHEREAS, tax increment financing within the portions of the Redevelopment Area described as "RPA 2" and "RPA 3" in the Redevelopment Plan were previously terminated; and

WHEREAS, all redevelopment project activities in RPA 1 to be financed or reimbursed from tax increment financing revenues have been completed and there are no outstanding obligations payable from tax increment financing revenues generated in RPA 1; and

WHEREAS, the City Council hereby finds that the redevelopment project activities for RPA 1 have been completed and, therefore, it is in the best interest of the City and the other affected taxing districts to terminate tax increment financing within RPA 1.

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

Section 1. Surplus Declaration. The City Council hereby declares as surplus all economic activity taxes (as defined in the Act) on deposit in any account of the Special Allocation Fund created to administer the Redevelopment Plan. Such surplus economic activity taxes shall be paid to the taxing districts from which they originate, as provided in Section 99.820 of the Act.

Section 2. Termination. The City Council hereby terminates tax increment financing within the RPA 1 and, to the extent not previously terminated, all other areas of the Redevelopment Area.

Section 3. Dissolution of Special Allocation Fund. The City Clerk or other appropriate official is hereby directed to dissolve the Special Allocation Fund. All administrative

expenses, including legal fees, related to the dissolution of the Special Allocation Fund and the termination of tax increment financing as provided herein shall be paid from the moneys in the Special Allocation Fund. All remaining moneys in the Special Allocation Fund, after the payment of the administrative expenses and the distribution of surplus economic activity taxes as described above, shall be paid to the New Madrid County Collector or other appropriate office for distribution to the appropriate taxing districts in the manner provided in the Act.

Section 4. Further Authority. The officers, agents and employees of the City are hereby authorized and directed to execute all documents and take such necessary steps as they deem necessary and advisable to carry out and perform the purpose of this Ordinance.

Section 5. 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 in manner connected with the subject matter hereof.

Section 6. Severability. If any term, condition or provision of this Ordinance is 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.

Record of Passage:

- A. Bill Number 6311 was introduced and read the first time this 22nd day of May, 2023.
- B. Bill Number 6311 was read the second time and discussed on this 5th day of June, 2023. Following discussion, Councilman Leible moved to approve Bill Number 6311. The motion was seconded by Councilman Teachout, discussed and the following roll call vote was recorded:

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

- C. Upon passage by a majority of the Council, this Bill shall become Ordinance 6311 and shall be in full force and effect from and after July 5th, 2023.

2nd Reading, Bill #6312, Request to Abandon Utility Easement-105 N. Stoddard

Councilman Baker moved for the second reading of Bill Number 6312. The motion was seconded by Councilman Lindsey and the following vote recorded:

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

City Counselor Graham presented the bill for reading.

BILL NO. 6312

ORDINANCE NO. 6312

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6312 PROVIDING
FOR THE APPROVAL TO VACATE UTILITY EASEMENTS LOCATED ON THE TRACT

OF LAND KNOWN AS 105 N STODDARD IN THE CITY OF SIKESTON, SCOTT COUNTY, MISSOURI.

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

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

SECTION II: The Planning and Zoning Commission met on May 9, 2023 and did pass a favorable recommendation to approve the request to vacate the utility easements, being more fully described by metes and bounds as follows and which is attached hereto, marked Exhibit "A" and incorporated by reference:

"Easement vacation: All of the 10 foot wide utility easement lying along the South line of Lots 1A and 1B, except the West 10 feet thereof and also including the 10 foot wide utility easement along the East line of Lot 1B all being in the replat of Lot 1 of Carroll's replat of Outblock 11 as recorded in plat book 15 on page 2"

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

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

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

SECTION VI: Record of Passage:

- A. Bill Number 6312 was introduced and read the first time this 22nd day of May, 2023.
- B. Bill Number 6312 was read the second time and discussed on this 5th day of June, 2023. Following discussion, Councilman Teachout moved to approve Bill Number 6312. The motion was seconded by Councilman Lindsey, discussed and the following roll call vote was recorded:

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

- C. Ordinance 6312 shall be in full force and effect from and after July 5, 2023.

2nd Reading, Bill #6313, Amending Planning & Zoning Commission Composition

Councilman Leible moved for the second reading of Bill Number 6313. The motion was seconded by Councilman Teachout and the following vote recorded:

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

City Counselor Graham presented the bill for reading.

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6313 AND SHALL AMEND TITLE I GOVERNMENT, CHAPTER 130 DEPARTMENTS, BOARDS, COMMISSIONS AND COMMITTEES 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 I Government – Chapter 130 – Article XVII Planning and Zoning Commission shall be amended as follows:

Section 130.1310 Organization and Composition.

The Commission shall consist of eleven (10) members and shall include the Mayor or his/her Council designee, a member of the City Council 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. The Director of Community Development, or his/her designee, shall attend all planning and zoning meetings and shall have the right to take part in discussion but may not vote. 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 6313 was introduced and read the first time this 22nd day of May, 2023.
- B. Bill Number 6313 was read the second time and discussed on this 5th day of June, 2023. Following discussion, Councilman Baker moved to approve Bill Number 6313. The motion was seconded by Councilman Leible, discussed and the following roll call vote was recorded:

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

- C. Ordinance 6313 shall be in full force and effect from and after July 5, 2023.

2nd Reading, Bill #6314, Amending Building Regulations-Board of Adjustments

Councilman Teachout moved for the second reading of Bill Number 6314. The motion was seconded by Councilman Lindsey and the following vote recorded:

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

City Counselor Graham presented the bill for reading.

BILL Number 6314

ORDINANCE Number 6314

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6314 AND SHALL AMEND TITLE V BUILDING AND CONSTRUCTION, CHAPTER 500 BUILDING REGULATION 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 V Building and Construction – Chapter 500 – Article XVI International Zoning Code shall be amended as follows:

Section 500.1190 Additions, Insertions and Changes.

A. The following sections are hereby revised as follows:

6. In Section [A] 108.4 Voting and notice of decision (page 4, second line), to read: "There shall be a vote of a supermajority eighty percent (80%) of the board present in order to decide any matter under consideration by the board of adjustment. The Director of Community Development, or his/her designee, shall attend all meetings and shall have the right to take part in discussion but may not vote. 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 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 6314 was introduced and read the first time this 22nd day of May, 2023.
- B. Bill Number 6314 was read the second time and discussed on this 5th day of June, 2023. Following discussion, Councilman Teachout moved to approve Bill Number 6314. The motion was seconded by Councilman Baker, discussed and the following roll call vote was recorded:

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

- C. Ordinance 6314 shall be in full force and effect from and after July 5, 2023.

Other Items (Walk-On)Approve Conditional Use Variance-Adult Novelty Store, 1641 E. Malone

Staff received a request from Kenneth and Donna Allen for a conditional use variance for an adult novelty store to be located at 1641 E. Malone Ave., Sikeston MO. Property owners plan to sell the property to an individual who will then lease out the property to a company called OMG Gifts, LLC if the variance is approved. This property is zoned C-3 (Highway Commercial).

The bill died due to the lack of a motion.

Authorize Engineering Services Contract with Bacon Farmer Workman for Transportation Alternatives Program (TAP) Project

City of Sikeston was awarded a Transportation Alternatives Program (TAP) project from Missouri Department of Transportation (MoDOT) for a sidewalk project along Northwest St. To begin this project, authorization is needed to approve contracts for the design engineering and construction inspection of the project with Bacon Farmer Workman. Authorization will allow design work to begin.

Councilman Baker motioned to authorize the execution of engineering services contract with Bacon Farmer Workman. The motion was seconded by Councilman Leible, discussed and the following roll call vote recorded:

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

ADJOURNMENT

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

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

APPROVED:

GREG TURNBOW, MAYOR

ATTEST:

RHONDA COUNCIL, CITY CLERK

SEAL:

REGULAR CITY COUNCIL MEETING
JUNE 26, 2023

The regular Sikeston City Council meeting of June 26, 2023 was called to order at 5:00 p.m. at City Hall located at 105 E. Center St., Sikeston. Present at the meeting were: Mayor Greg Turnbow, Ryan Lindsey, Tom Robison and David Teachout (via conference call). Council members absent were Vest Baker, John Leible and Onethia Williams. Staff in attendance were: City Manager Jonathan Douglass, City Counselor Tabatha Graham, City Clerk Rhonda Council, Finance Director Karen Bailey, City Treasurer Amanda Groves, HR Director Carrie Burgfeld, Communications Manager David Jenkins, Community Development Director Barry Blevins, and Public Safety Director James McMillen.

ITEMS OF BUSINESS

(NOTE: DUE TO UNFORSEEN CIRCUMSTANCES, ONLY TWO ITEMS ON THE AGENDA WERE PRESENTED. THE REMAINING ITEMS WILL BE PLACED ON THE NEXT MEETING AGENDA SCHEDULED FOR JULY 5, 2023).

Approve Request for Conditional Use Variance – In Home Daycare at 1116 Pollard Plaza

Staff received a request from Glen and Lillie Beasley for conditional variance use for an in-home daycare, to be located at 1116 Pollard Plaza, Sikeston, Missouri. The property is zoned R-1 (Single Family Residential). Mrs. Beasley has already been approved by the state and the city for her daycare, she is currently seeking a conditional use variance because the daycare is in her home. The Planning and Zoning committee met June 13, 2023 and it passed favorable recommendation to approve the rezoning request.

Councilman Robison moved to approve the request for a conditional use variance for an in-home daycare located at 1116 Pollard Plaza. The motion was seconded by Councilman Lindsey, discussed and the following roll call vote recorded:

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

Award Bid 23-66, City Depository/Investments

Bids to become the depository for the City of Sikeston were sent to all local banks. Responses were received from Southern Bank, First State Bank & Trust, First State Community Bank, First Midwest Bank, and Montgomery Bank. The bid is for a one year contract with the option to renew or rebid annually. After review, it is the recommendation of city staff to award the bid to Montgomery Bank. Signers on the account will be City Treasurer Amanda Groves, Staff Accountant Chase Cogdill, Account Clerk II Jessica Britton, and Mayor Greg Turnbow.

The current rate with Southern Bank is a fixed 2.03% APY. The proposed bid from Montgomery is a variable rate, however, based on the U.S. Treasury rates on 06/08/2023 awarding the bid to Montgomery would result in an increased revenue of more than \$500,000.

Councilman Lindsey moved to award bid 23-66 for the depository for the City of Sikeston to Montgomery Bank at a variable rate of 4.96%. The motion was seconded by Councilman Robison, discussed and the following roll call vote recorded:

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

Other Items

Due to 4th of July holiday, the regular Council meeting on July 3rd is cancelled and will be rescheduled at a later date.

ADJOURNMENT

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

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

APPROVED:

GREG TURNBOW, MAYOR

ATTEST:

RHONDA COUNCIL, CITY CLERK

SEAL:

Council Letter

Date of Meeting: 23-07-05

Originating Department: Governmental Services

To the Mayor and City Council:

Subject: Convention and Visitors Bureau (CVB) Operating Agreement Renewal

Attachment(s):

1. CVB Operating Agreement

Action Options:

1. Approve Renewal of the CVB Operating Agreement
2. Other action as Council may deem appropriate

Background:

In June 2020, the City of Sikeston entered into a contract with the Sikeston Regional Chamber of Commerce for Tourism Marketing & Promotion Services for a period of three (3) years that is set to expire on June 30, 2023. This agreement would renew the previous agreement for an additional three (3) years, commencing on July 1, 2023 and continuing through June 30, 2026.

Convention and Visitors Bureau Operating Agreement

This Convention and Visitors Bureau ("CVB") Operating Agreement ("Agreement") entered into as of the 26th day of June, 2023, by and between the City of Sikeston ("City") and the Sikeston Regional Chamber of Commerce ("Chamber").

WHEREAS, the City and Chamber desire that the Chamber provides Convention and Visitors Bureau services on behalf of the City, the parties hereby agree as follows:

- 1) Term. The term of this agreement shall be a period of three (3) years, commencing on July 1, 2023, and continuing through June 30, 2026.
- 2) Renewal. This agreement may be renewed by mutual consent of the parties for additional three year periods.
- 3) City Obligations.
 - a) City shall remit to the Chamber all proceeds of City's guest tax received during the term of this contract within 30 days of receipt by the City, subject to the following exceptions:
 - i) In that the Chamber currently does not meet Missouri Division of Tourism requirements for certification as a Destination Marketing Organization (DMO), the City shall retain its certification as Scott County's DMO.
 - ii) As the Scott County DMO, the City shall be responsible for all tourism marketing and promotional activities associated with approved Missouri Division of Tourism Promote Missouri Fund – Marketing Matching Grant Program(s).
 - iii) Until such time as Chamber is certified by the Missouri Division of Tourism as Scott County DMO, the City shall retain from City's guest tax proceeds an amount equal to the local funding match as listed in the Missouri of Division Marketing Matching Grant Application.
 - b) City shall in a timely manner forward to the Chamber all invoices payable by the Chamber under this agreement.
 - c) City shall maintain www.visitsikeston.com domain name and will transfer control of that website to the Chamber.
 - d) City shall port the existing 800 number for the CVB to the Chamber, and the Chamber shall port that number back to the City should this agreement terminate or expire.
 - e) City shall give username and password for existing CVB Facebook page to the Chamber.
 - f) City shall transfer to the Chamber digital copies of all files relevant to ongoing CVB services.
 - g) City shall transfer to Chamber existing stock of brochures, stationary, and other existing hard copy marketing materials.
- 4) Chamber Obligations.
 - a) Chamber shall promote Sikeston and Scott County as a tourist and visitor destination through marketing, public relations, and visitor services, and shall strive to increase overnight visitor stays.
 - b) Guest tax funds received from the City shall only be used for the purpose of promoting and funding tourism marketing and promotional purposes.
 - c) Chamber shall process all inquiries and information requests received by the DMO from marketing/promotions funded through the Promote Missouri Fund Program. This data shall be compiled and distributed to the City and Tourism Advisory Board on a monthly basis.

- d) In its capacity as CVB, Chamber shall represent the Sikeston and Scott County hospitality industry as a whole regardless of individual businesses' affiliation with or membership in the Sikeston Regional Chamber of Commerce.
- e) Chamber shall maintain the CVB webpage (www.visitsikeston.com).
- f) Chamber shall maintain the existing CVB Facebook page.
- g) Chamber shall pay within 30 days any invoices forwarded by City which are payable by the Chamber under this agreement.
 - i) Wayfinding Sign Program:
 - (1) Chamber shall pay on behalf of the City for the remaining term of wayfinding sign contract with Geograph Industries, Inc. (see Exhibit A – Existing Contracts/Agreements).
 - (2) Chamber shall maintain existing wayfinding signs and any more that are to be installed under the City's existing contract with Geograph Industries, Inc.
 - (3) Chamber shall coordinate with the City and obtain city manager approval of design and installation of signs and monuments still pending under the contract with Geograph Industries, Inc.
 - ii) Other existing agreements.
 - (1) Chamber shall pay on behalf of the City the following agreements and contracts, until termination dates of said agreements and contracts (see Exhibit A – Existing Contracts/Agreements):
 - (a) DSW Signs for billboards on I-55 and US-60.
 - (b) Visitors Information Center contract with Sikeston Cultural Development Corporation.
 - (c) Revize website design/maintenance.
 - (2) Renewal of existing contracts/agreements upon their termination shall be at the discretion of the Chamber.
 - (3) Chamber shall enter into or renew contacts/agreements in the Chamber's name even if existing contracts/agreements assumed under this agreement were in the City's name.
- h) Chamber shall obtain and maintain designation from the Missouri Division of Tourism as the Designated Marketing Organization (DMO) for Scott County as soon as Chamber is eligible per Missouri Division of Tourism rules, and shall comply with all State reporting requirements.
- i) Chamber shall comply with State Marketing Fund grant requirements, including reporting.
- j) Chamber shall submit to City monthly financial statements reflecting Sikeston Lodging Tax expenditures, data compilation and analysis of marketing efforts.
- k) Chamber shall not take any action, or enter into any agreements, that create any obligations, indebtedness or liabilities in behalf of the City.
- l) Tourism Advisory Board.
 - i) Chamber shall regularly hold meetings with the City's Tourism Advisory Board, which meeting times and meeting frequency shall be determined by the Tourism Advisory Board.
 - ii) Chamber shall advertise and hold meetings with the Tourism Advisory Board, and maintain records thereof, in compliance with the Missouri Sunshine Law.
 - iii) Chamber shall prepare minutes of Tourism Advisory Board meetings and submit them to the Tourism Advisory Board for review and approval. Chamber shall forward approved Tourism Advisory Board minutes to City immediately following approval, for review and acceptance by the City Council.

- iv) Chamber shall comply with the Missouri Sunshine Law as applicable to CVB operations, meetings, and records. Chamber shall immediately notify City of any records requests made under the Missouri Sunshine Law.
- 5) Relationship of the Parties. In its role as providing CVB services on behalf of the City, the Chamber shall not be considered an employee, agent, or representative of the City, but shall be considered an independent contractor.
- 6) Termination.
 - a) Either party may terminate this agreement with or without cause upon six (6) months written notice to the other party.
 - b) Upon termination or expiration of this agreement, Chamber shall return control of www.visitsikeston.com, the CVB Facebook page, and CVB files to the City.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CITY OF SIKESTON

SIKESTON REGIONAL CHAMBER OF
COMMERCE

Greg Turnbow, Mayor

Marcie Lawson, CEO and President

Attest:

Rhonda Council, City Clerk

Council Letter

Date of Meeting: 23-07-05

Originating Department: Finance Department

To the Mayor and City Council:

Subject: City Banking Access for City Clerk

Attachment(s):
None

Action Options:

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

Background:

City Charter requires that all bank accounts shall be supervised by the city treasurer and that the treasurer not be a signatory to any disbursement of city funds . Staff requests a motion by the Council to add City Clerk Rhonda Council as a signer on all city accounts and check or draft disbursements.

Council Letter

Date of Meeting 23-07-05

Originating Department: Public Works

To the Mayor and City Council:

Subject: Authorization to purchase vehicles (DPW)

Action Options:

1. Seeking authorization to purchase used/new vehicles.
2. Other action the City Council deems appropriate.

Attachments:

1. 2024 fleet management plan for Public Works and Community Development.

Background:

Public Works is seeking to purchase several vehicles this year that are in the current budget for various divisions. Over the past 2 years we have had great difficulty finding/ordering work vehicles that were available. This year we are seeking council's authorization to find and purchase used/new vehicles wherever we can find them to serve our needs. This includes the following:

- ¾ ton work truck – Building Maintenance - \$45,000.00 Budget
- 1-1½ ton flatbed work truck – Parks - \$75,000.00 Budget
- 1-1½ ton flatbed work truck – Streets - \$75,000.00 Budget
- 1 ton dual axle work truck – All Divisions - \$70,000.00 Budget

FY2024 Fleet Management Plan (Public Works / Community Dev)

Streets

- Purchase New 1 Ton Flatbed Truck (\$75,000)

Parks

- Reassign Terry's ½ Ton Pickup to Comm Dev (Marty)
- Reassign Matt's ½ Ton Pickup to Comm Dev (Jason)
- Reassign Billy's ¾ Ton Pickup to Matt (Parks)
- Purchase New 1 Ton Flatbed Truck (\$75,000)
- Install New Flat Bed on Existing 1 Ton Flatbed Truck
- Purchase new 22' heavy duty tilt bed trailer

Building Maintenance

- Purchase Used ¾ Ton Pickup for Billy (preferably with tool box)
- Reassign LCRA ¾ Ton Flatbed Truck to Chuck (Bldg Maint)

Garage

- Reassign Marty's ½ Ton Pickup to Scott (Garage)
- Purchase 1 Ton Dually Truck (\$70,000) (Assign Oversight to Paul – Garage)

LCRA

- Reassign ¾ Ton Flatbed Truck to Chuck (Bldg Maint)
- Reassign all LCRA Trailers to DPW – Surplus/Discard Some

Planning

- ½ Ton Pickup – Barry's keeps current vehicle
- ½ Ton Pickup – Bruce keeps current vehicle
- ½ Ton Pickup – Andy keeps current vehicle
- Reassign Terry's ½ Ton Pickup to Marty
- Reassign Matt's ½ Ton Pickup to Jason
- Reassign Marty's ½ Ton Pickup to Scott (Garage)
- Reassign Jason's ½ Ton Pickup to Paul (Garage) as a Spare Vehicle

Council Letter

Date of Meeting: 23-07-05

Originating Department: Department of Public Safety

To the Mayor and City Council:

Subject:

Award State Vendor Patrol Vehicle

Attachments:

1. Quote from State Contracted Dealership

Action Options:

1. Award State Contract Patrol Vehicle
2. Other action Council may deem appropriate.

Background:

The Department of Public Safety is requesting to purchase two (2) 2023 Dodge Durangos from Landmark Dodge at the price of **\$84,270.00** and use remaining budgeted dollars to outfit it with necessary equipment. The funds for the car and the equipment needed to outfit it were included in the FY24 budget for DPS. The car will be assigned to our frontline Patrol fleet and will replace vehicles that will be surplused soon.

LANDMARK DODGE CHRYSLER JEEP
1900 S NOLAND RD
INDEPENDENCE, MO 640551316

Priced Order Confirmation (POC)

Date Printed:	2023-06-05 12:44 PM	VIN:	1C4SDJFT8PC638655	Quantity:	01
Estimated Ship Date:	2023-05-22 1:59 AM	VON:	58309304	Status:	KZ - Released by plant and invoiced
Date Ordered:	2023-02-10 2:09 PM	Ordered By:	S52387B	FAN 1:	0022P City of Sikeston
Date Modified:	2023-03-24 10:39 AM	Modified By:	S52387B	FAN 2:	
				Client Code:	
				Bid Number:	TB3129
				PO Number:	
Sold to:	Ship to:				
LANDMARK DODGE CHRYSLER JEEP (44378)	LANDMARK DODGE CHRYSLER JEEP (44378)				
1900 S NOLAND RD	1900 S NOLAND RD				
INDEPENDENCE, MO 640551316	INDEPENDENCE, MO 640551316				

Vehicle: 2023 DURANGO PURSUIT VEHICLE AWD (WDEE75)

	Sales Code	Description	MSRP(USD)
Model:	WDEE75	DURANGO PURSUIT VEHICLE AWD	41,415
Package:	22Z	Customer Preferred Package 22Z	0
	EZH	5.7L V8 HEMI MDS VVT Engine	2,995
	DFD	8-Spd Auto 8HP70 Trans (Buy)	0
Paint/Seat/Trim:	PXJ	DB Black Clear Coat	0
	APA	Monotone Paint	0
	*C5	Cloth Bucket Seats w/ Shift Insert	0
	-X9	Black	0
Options:	ADL	Skid Plate Group	330
	CKD	Floor Carpet	140
	LNF	Black Left LED Spot Lamp	610
	NAS	50 State Emissions	0
	3AH	Price Protection - Code H	0
	4NU	Fuel Fill / Battery Charge	0
	4FM	Fleet Option Editor	0
	4ES	Delivery Allowance Credit	0
	2SQ	FCA Fleet Powertrain Care	0
	YG1	7.5 Additional Gallons of Gas	0
	4FT		0
	5RC	May Production	0
	5N6	Easy Order	0
	4FT	Fleet Sales Order	0
	4FA	Sold Vehicle	0
Non Equipment:	4KA	Special Bid Handling	0
	4FA	Special Bid-Ineligible For Incentive	0
	4DH	Prepaid Holdback	0
	MAF	Fleet Purchase Incentive	0
Bid Number:	TB3129	Government Incentives	0
Special Equipment:	99595B		0
	99595A		0
Destination Fees:			1,595

Your cost \$42,135.00
Thanks

Total Price: 47,085 .

Order Type:	Fleet	PSP Month/Week:	
Scheduling Priority:	1-Sold Order	Build Priority:	01

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

Salesperson:

Customer Name:

SIKESTON

Customer Address:

PO BOX 44741

SIKESTON MO 64059 USA

Instructions:

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

LANDMARK DODGE CHRYSLER JEEP
1900 S NOLAND RD
INDEPENDENCE, MO 640551316

Priced Order Confirmation (POC)

Date Printed:	2023-06-05 12:40 PM	VIN:	1C4SDJFT4PC638796	Quantity:	01
Estimated Ship Date:	2023-05-24 1:59 AM	VON:	58418593	Status:	JB - Shipped to body vendor
Date Ordered:	2023-02-21 12:45 PM	Ordered By:	S52387B	FAN 1:	0022P City of Sikeston
				FAN 2:	
				Client Code:	
				Bid Number:	TB3129
				PO Number:	

Sold to:	Ship to:
LANDMARK DODGE CHRYSLER JEEP (44378)	LANDMARK DODGE CHRYSLER JEEP (44378)
1900 S NOLAND RD	1900 S NOLAND RD
INDEPENDENCE, MO 640551316	INDEPENDENCE, MO 640551316

Vehicle: 2023 DURANGO PURSUIT VEHICLE AWD (WDEE75)

	Sales Code	Description	MSRP(USD)
Model:	WDEE75	DURANGO PURSUIT VEHICLE AWD	41,415
Package:	22Z	Customer Preferred Package 22Z	0
	EZH	5.7L V8 HEMI MDS VVT Engine	2,995
	DFD	8-Spd Auto 8HP70 Trans (Buy)	0
Paint/Seat/Trim:	PXJ	DB Black Clear Coat	0
	APA	Monotone Paint	0
	*C5	Cloth Bucket Seats w/ Shift Insert	0
	-X9	Black	0
Options:	ADL	Skid Plate Group	330
	CKD	Floor Carpet	140
	LNF	Black Left LED Spot Lamp	610
	NAS	50 State Emissions	0
	3AH	Price Protection - Code H	0
	4NU	Fuel Fill / Battery Charge	0
	4FM	Fleet Option Editor	0
	4ES	Delivery Allowance Credit	0
	2SQ	FCA Fleet Powertrain Care	0
	YG1	7.5 Additional Gallons of Gas	0
	4FT		0
	5RC	May Production	0
	5N6	Easy Order	0
	4FT	Fleet Sales Order	0
	4EA	Sold Vehicle	0
Non Equipment:	4KA	Special Bid Handling	0
	4FA	Special Bid-Ineligible For Incentive	0
	4DH	Prepaid Holdback	0
	MAF	Fleet Purchase Incentive	0
Bid Number:	TB3129	Government Incentives	0
Special Equipment:	99595B		0
	99595A		0
Destination Fees:			1,595

Your cost \$42,135.00
Thanks

Total Price: 47,085 .

Order Type:	Fleet	PSP Month/Week:	
Scheduling Priority:	1-Sold Order	Build Priority:	01

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

Salesperson:

Customer Name:

SIKESTON DEPARTMENT OF PUBLIC

Customer Address:

201 S KINGSHIGHWAY

SIKESTON MO 63801 USA

Instructions:

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

Council Letter

Date of Meeting: 23-07-05

Originating Department: Department of Public Safety

To the Mayor and City Council:

Subject:

Approve Purchase of Patrol Vehicles

Attachments:

1. MSHP invoice/quote

Action Options:

1. Approve Purchase of (1) 2020 Patrol Vehicles

Background:

The Department of Public Safety is requesting approval to purchase one (1) used AWD Highway Patrol 2020 Dodge Charger at the price of \$23,000. The purchase of this car was included in the FY24 budget. The remaining budgeted funds will be used to outfit the cars with emergency equipment.

MISSOURI STATE HIGHWAY PATROL
Fleet & Facilities Division
P.O. Box 568
Jefferson City, MO 65102
VEHICLE SALES INVOICE

Invoice Number:

Page 1 of 1

Under provisions of 43.260 RSMo, the Missouri State Highway Patrol is authorized to sell the following used vehicles.

(1) Year and Make of Vehicle: 2020 Dodge Charger AWD Title Number: _____
Serial Number: 2C3CDXKT3LH171606 P Number: 20293 Price: \$23,000.00
Comments: _____

(2) Year and Make of Vehicle: _____ Title Number: _____
Serial Number: _____ P Number: _____ Price: _____
Comments: _____

(3) Year and Make of Vehicle: _____ Title Number: _____
Serial Number: _____ P Number: _____ Price: _____
Comments: _____

(4) Year and Make of Vehicle: _____ Title Number: _____
Serial Number: _____ P Number: _____ Price: _____
Comments: _____

(5) Year and Make of Vehicle: _____ Title Number: _____
Serial Number: _____ P Number: _____ Price: _____
Comments: _____


Agency: City of Sikeston DPS

Address: _____

By: _____ Title: _____ Date: _____

Upon receipt of a check in the amount of \$23,000.00, payable to the Missouri State Highway Patrol, title(s) to the above identified vehicle(s) will be transferred to the above buyer. No guarantee on the used vehicle(s) is expressed or implied by the Missouri State Highway Patrol.

MISSOURI STATE HIGHWAY PATROL


By

Fleet Control Coordinator
Title

06/05/2023
Date

Council Letter

Date of Meeting: 23-07-05

Originating Department: Department of Public Safety

To the Mayor and City Council:

Subject:

Local Emergency Planning Committee/District (LEPC/LEPD)

Attachments:

1. Introduction of LEPC Grant.
2. Quotes for the project covered by the LEPC Grant.
3. Contract between City of Sikeston and Bootheel LEPC.

Action Options:

1. Request approval to accept grant and enter contract with LEPC

Background:

Sikeston DPS is requesting we enter into a contract with the Bootheel LEPC for a grant for Hazmat items. Sikeston DPS has written the grant for Bootheel LEPC/Sikeston DPS and has been awarded \$27,230.83.

The equipment purchased with this grant is approved will be paid for upfront by Bootheel LEPC. Once all items have been paid for and Bootheel LEPC shows proof of payment the city will reimburse the Bootheel LEPC up to the grant value which is \$27,230.83.

FY23 MISSOURI LEPC/LEPD GRANT PROGRAM MANUAL

EXECUTIVE SUMMARY

Local Emergency Planning Commission/Local Emergency Planning District Grant (LEPC/LEPD)

LEPC/LEPD Grant is a funding opportunity offered by the State Emergency Management Agency (SEMA). The purpose of the Missouri LEPC/LEPD Grant Program is to support a comprehensive, all-hazard emergency preparedness system with an emphasis on hazardous materials.

Eligible Applicants

The following entities with a compliant LEPC/LEPD are eligible to apply under this solicitation:

Funding under this program is ultimately used by Local Emergency Planning Commissions and Districts located in the State of Missouri. Pursuant to Missouri Revised Statutes Chapter 292.600 through 292.625.

Applicants must apply for, update, or verify their Employer ID Number (EIN) and update or verify their System for Award Management (SAM) Registration. Applicants for this award must continue to maintain an active SAM registration with current information at all times during which it has an active federal award or an application or plan under consideration by the Department of Public Safety/State Emergency Management Agency/Missouri Emergency Response Commission.

Baseline Requirements

There are eight (8) Baseline Requirements for participation in the FY23 Missouri LEPC/LEPD Grant Program. All recipients are required to:

- Review/update Hazmat Plan
- Complete annual hazmat plan exercise
- Vote/approve/maintain Chairperson, Vice-Chairperson, Secretary and Treasurer
- Fulfill agency/organization membership requirements
- Complete/return Chemical Emergency Preparedness Fund (CEPF) application by deadline of August 31, 2022
- Identify Tier II facilities that should be filing
- Maintain file of Tier II forms filed within the jurisdiction
- Provide public notice of LEPC/LEPD meetings and Tier II filing

Eligible Costs

FY23 LEPC/LEPD Grant Program costs are limited to the following categories:

- Supplies
- Equipment
- Travel
- Contractual

Application Process

SEMA is making the FY23 Missouri LEPC/LEPD grant application opportunity available through [WebGrants](#), an on-line internet portal for electronic grants management. First-time users must register their organizations and obtain approval from SEMA prior to beginning the application process. Registration approval within WebGrants is not automatic and is subject to review and must be approved by the SEMA personnel. The WebGrants portal is open for registration at <https://dpsgrants.dps.mo.gov>. The application period is from February 20, 2023 to March 17, 2023 at 4:00 p.m. No late applications will be accepted.

Cost Share or Match

No cost share or match is required by the grant.

Indirect Costs and Management and Administration

No indirect costs or Management and Administration (M&A) costs are allowed under this grant.

FY23 MISSOURI LEPC/LEPD GRANT PROGRAM MANUAL

I. Funding Opportunity Description

Program Overview and Priorities

The purpose of the LEPC/LEPD Grant Program is to provide funds to assist LEPC/LEPD in preparing for all hazards, with an emphasis on hazardous materials.

Program Objectives

The FY23 LEPC/LEPD Grant Program plays an important role in increasing local effectiveness to prevent chemical accidents, to handle hazardous material emergencies safely and efficiently, and to enhance the implementation of the state and federal Emergency Planning and Community Right-to-Know Acts.

The FY23 LEPC/LEPD Grant Program's allowable costs support efforts to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response and Recovery mission areas.

Examples of tangible outcomes from the LEPC/LEPD Grant Program include:

- Hiring a contractor to complete commodity flow studies
- Assisting hazmat teams in completing their physicals as required for hazmat technicians
- Purchase of equipment such as meters
- Purchase of supplies needed to successfully respond to chemical incidents

II. Baseline Requirements

In order to meet the established program objectives, the Missouri LEPC/LEPD Grant Program has established eight (8) baseline requirements for all recipients of FY23 funding. These requirements are in alignment with the requirements to receive CEPF funding. Compliance with CEPF is mandatory to receive LEPC/LEPD grant funding.

Baseline Requirement #1: Review and Update Hazmat Plan

Recipients are required to review and update their hazmat plan. The LEPC/LEPD must vote and approve the plan annually.

Baseline Requirement #2: Complete Annual Hazmat Plan Exercise

Recipients are required to send their exercise proposal to the LEPC/Planning Coordinator by deadline. An exercise must be completed by the deadline and an After Action Report must be submitted to the LEPC exercise coordinator by the end of the period of performance for CEPF.

Baseline Requirement #3: Vote/Approve/Maintain Chairperson, Vice-Chairperson, Secretary and Treasurer

Recipients are required to have an active board that consists of a Chairperson, Vice-Chairperson, Secretary and Treasurer.

Baseline Requirement #4: Agency/Organization Membership

Recipients are required to fulfill membership requirements which are voted on and approved by the LEPC/LEPD annually.

Baseline Requirement #5: CEPF Application submitted by deadline

Recipients are required to be in compliance with CEPF guidelines and requirements. As such, recipients must complete and submit their CEPF application by August 31, 2022.

Baseline Requirement #6: Identify Tier II Facilities

Recipients are required to identify Tier II facilities that should be filing. This list will be used to compare to the list of those facilities that are filing to ensure compliance and proper tracking.

Baseline Requirement #7: Maintain File of Tier II Forms

Recipients are required to maintain a file of Tier II forms filed within their jurisdiction.

Baseline Requirement #8: Provide Public Notice

Recipients are required to make public a notice of all LEPC/LEPD meetings in addition to Tier II filings.

III. Equipment Inventory

Equipment Inventory Form

Local Emergency Planning Commission/District (LEPC/LEPD) applicants are required to submit an inventory of equipment they have purchased with LEPC/LEPD Grant Program funding at the end of the period of performance of each fiscal year. Applicants must complete the Equipment Inventory Form, within the DPS WebGrants online portal, for newly purchased equipment in order to receive reimbursement through this grant opportunity. In addition, a comprehensive Equipment Inventory Form will need to be completed and submitted at time of application for each year.

In addition, with the purchase of Salamander Live for the State, each LEPC/LEPD will be granted a license to input their deployable resources in the inventory management system. It is the responsibility of the recipients to maintain an updated inventory of equipment in WebGrants and deployable resources in Salamander for items purchased with LEPC/LEPD grant funds.

IV. Funding Information

Funding Priorities

The Missouri LEPC/LEPD Grant Program has established four (4) funding priorities for FY23. Eligible funding is limited to costs to support essential costs to support equipment, supplies, contracts and travel.

Supplies and Operations

Missouri LEPC/LEPD Grant Program funding is available to support essential supplies and operations. Eligible costs are limited to those items with a per unit value of less than \$1,000 that directly support the jurisdiction's LEPC/LEPD or hazmat teams. All costs must be itemized and justified in the FY23 application. Examples of essential emergency operations center supplies and operating expenses are:

- **General Office Supplies:** Broadly defined as day-to-day supplies used on a recurring basis in general business functions and office operations, and are typically non-technical consumables with a singular/limited usefulness in life, such as writing tools (pencils, pens, markers); fasteners (paper clips, rubber bands, binding clips); general office paper products, (notebooks, post-it pads, calendars, copy paper); document filing and storage needs (folders, boxes, ring binders); desk accessories and organization aids; data processing media (CDs, flash drives); etc. *Excludes* photocopier paper, custom-printed paper items, cleaning products, toilet paper and hand towels, tools, paint, etc.
- **Rent:** for example, leasing expenses associated with protecting equipment purchased with this grant funding from theft, damage and loss.
- **Vehicle Maintenance:** Pursuant to Missouri Revised Statute Chapter 301 a "Vehicle" is defined as any mechanical device on wheels, designed primarily for use, or used, on highways.
- **Other Supplies:** Includes laser printers, laptops, software maintenance service contracts with other agencies, copiers, plotters, filing cabinets, etc., or other expenses required in the operation that do not fall within the descriptions above.
- **Other Operation Expenses:** Includes new expenses that are needed to operate the LEPC/LEPD or hazmat team such as hazmat technician physicals. This grant is not intended to support day to day operations of the LEPC/LEPD.

Essential Contractual

- **Contractual:** Contractual services and maintenance, etc., should be for the benefit of the grant program. Services should not replace personnel duties as outlined by position descriptions and baseline requirements for grant funding.
- **Maintenance:** Maintenance/repair expenses for items necessary to respond to chemical emergencies.

Essential Equipment

Missouri LEPC/LEPD grant funding is available to support essential equipment. Equipment is defined as any item with a per unit value of \$1,000 and a useful life of more than one year. Eligible costs are limited to those items with a per unit value less than \$100,000 that directly support the jurisdiction's LEPC/LEPD or hazmat teams. All costs must be itemized and justified in the FY23 application.

Essential Travel

Missouri LEPC/LEPD grant funding is available to support travel. Eligible costs are limited to those that directly support personnel involved in the preparedness, mitigation and response to hazmat incidents. Meal and lodging per diem is limited to state maximum rates and is only allowed when individuals are in twelve (12) hour travel status. Travel must be the most direct, practical route. The amount of mileage claimed cannot exceed \$0.55 per mile (current rate). Per diem and conus rates are only allowable at the rates as defined by current Missouri state travel policies. All costs must be itemized and justified in the FY23 application. Do not include registration fees in the travel section as there is a line item for registration fees in supplies/operating expenses. Travel is not meant to cover expenses for day to day travel, but rather special purpose travel such as training, conferences, etc. Examples of essential emergency management travel costs are:

- Fuel
- Lodging
- Mileage
- Per Diem/Meals
- Other (parking, taxi, airfare, etc.)

Unallowable Costs

- Expenditures for weapons systems and ammunition
- Costs to support the hiring of sworn public safety officers for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities
- Activities and projects unrelated to the completion and implementation of the LEPC/LEPD Grant Program
- Response activities
- Grant funds cannot revert to any recipient's General Revenue Fund
- Be used to supplement purchases of fire and emergency services equipment unless approved by the MERC for hazmat specific equipment for training, exercises and response as listed under emergency response equipment purchases

Recipients should consult with a MERC representative prior to making any investment or incurring costs that does not clearly meet the allowable criteria established in this Program Manual.

V. Application Review Information and Selection Process

Application Review Information

Submitted applications will undergo a complete administrative review. SEMA/MERC will be responsible for reviewing the FY23 applications in order to assess their sustainment and enhancement efforts that benefit the whole community. Applications will be evaluated for completeness, adherence to programmatic guidelines, and anticipated effectiveness of the proposed Work Plan. There is no guarantee of funding for this grant.

Application Selection Process

All FY23 LEPC/LEPD Grant Statements of Work and Budgets will require final approval by SEMA/MERC directors or their designees. Successful recipients will be notified by the MERC should any component of the application require additional information. All applicants will have a risk assessment performed by MERC staff to determine financial stability, quality of management systems and ability to meet management standards, history of performance in managing federal and state awards, reports and findings from audits, and ability to effectively implement statutory, regulatory, or other requirements.

VI. Post-Award Guidelines

Notice of Award

Upon approval of an application, the award will be made in the form of a grant. Notification of award approval is made through the WebGrants system through an automatic e-mail to the recipient point of contact listed in the initial application. Once an award has been approved and recorded in the system, a notice is sent to the authorized grant official with directions for accepting award documents. The authorized grant official should carefully read the award package for instructions on administering the grant and to learn more about the terms and conditions associated with responsibilities under state awards.

Acceptance of Award

Recipients must accept their grant awards no later than 30 days from the date of notification of award. All successful applicants for LEPC/LEPD grants and cooperative agreements are required to comply with the standard Administrative Terms and Conditions of the award. The recipient shall notify the awarding agency of its intent to accept and proceed with work under the award, or provide a written notice of intent to decline. Funds will remain on hold until the recipient accepts the award through official correspondence, (e.g., signed original award), and all other conditions of award have been satisfied, or the award is otherwise rescinded. **Failure to accept the grant award within the 30 days from the date of notification will result in a loss of the award.**

Administrative and Financial Requirements

Recipients are obligated to submit various financial and programmatic reports as a condition of their award acceptance. Future awards and fund draw-downs may be withheld if these reports are delinquent.

Claims are submitted electronically through WebGrants in the “Claims” component. Claims must be submitted by May 31, 2023.

The LEPC/LEPD Grant Program is a reimbursement grant. Any approved expenditures must be made within the contract period of performance. Recipients must incur an allowable expense, make payment, and seek reimbursement within the period of performance of the grant. Should an agency need advanced payment, it will be an exception and at the discretion of the awarding agency.

Subaward Adjustments

Any change to the scope of work or budget of the application shall have approval from the awarding agency prior to the change being made. Purchases made that do not support the approved application will be deemed unallowable and non-reimbursable.

Monitoring

Recipients will be monitored on an annual and/or as needed basis by MERC staff, both programmatically and financially, to ensure that the activities and project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring may be accomplished through either a desk-based review or on-site monitoring visits, or both. Monitoring will involve the review and analysis of the financial, programmatic, performance, compliance and administrative processes, policies, activities, and other attributes of each grant assistance award and will identify areas where technical assistance, corrective actions and other support may be needed. Monitoring is selected through a risk-assessment inclusive of past audits, performance, financial and programmatic aspects of recipients.

Grant Close-Out Process

A close-out notice will be completed to close out the grant. The notice will indicate the period of performance as closed, list any remaining funds that will be deobligated and address the requirement of maintaining the grant records for at least five (5) years from the end of the state fiscal year in which the grant closes or following notification by the awarding agency that the grant has been programmatically and fiscally closed or at least five (5) years following the closure of the subrecipient’s audit report covering the entire award period, whichever is later. Subrecipients must maintain all documentation in their own records, even those that can be located in the WebGrants system.

VII. Contact Information

SEMA/MERC will manage, administer and conduct application budget review, create the award package, approve, amend and close out awards, as well as conduct cash analysis, financial monitoring, and audit resolution for the LEPC/LEPD Grant Program. SEMA/MERC also provides technical assistance to recipients. Contact the MERC at (573)526-9113.

WebGrants

The FY23 LEPC/LEPD Grant Program will utilize WebGrants for applications, awards, claims, subaward adjustments, reporting and close-out. WebGrants is available at <https://dpsgrants.dps.mo.gov>. For more information contact the MERC at (573)526-9113.

VIII. Other Critical Information

Financial

Funds for the LEPC/LEPD Grant Program must be passed through a county government. The county must then make payment to the LEPC/LEPD. No funds will be paid directly to an LEPC/LEPD banking account.

IX. How to Apply

Application Instructions

Applications for LEPC/LEPD grant funding must be submitted online via the Missouri Department of Public Safety WebGrants system at <https://dpsgrants.dps.mo.gov>. This system will be used from the application phase through the administration and closeout phase for all projects funded through the LEPC/LEPD Grant Program.

Unique Entity Identifier (UEI)

The applicant must provide a UEI with their application. This number is a required field within <http://dpsgrants.dps.mo.gov>. Organizations should verify they have a UEI, or take the steps necessary to obtain one, as soon as possible. If your entity is registered in SAM.gov, your UEI has already been assigned and is viewable in SAM.gov. Beginning April 4, 2022, the DUNS number is no longer accepted.



833-820-2020

P.O. Box 512
Dexter, MO 63841
Email: jriddle@jsrenvironmental.com

Invoice

Date	Invoice #
4/25/2023	23-1141
Federal Tax ID: 45-1833938	

*ATS sorbent
Items*

** Low Bidder*

Bill To

Bootheel LEPC
P.O. Box 47
Bloomfield, MO 63825


P.O. No	Location	Project
Derrick	Net 30	

Date of Service	Quantity	Description	Rate	Amount
4/25/2023	80	5" Absorbent Boom(4 Pallets of 510 boom)	86.57	6,925.60
	1	Total freight for 4 pallets = \$485	485.00	485.00
	36	Absorbent Pads-White	55.50	1,998.00
	42	Absorbent Pads-Grey	52.71	2,213.82
	36	Absorbent Pads-Yellow-Chemical	64.90	2,336.40
	1	Freight for 3 pallets = \$378.00	378.00	378.00

OK
[Signature]

Thank you for your business

Total **\$14,116.82**

 State Emergency Management Agency 2302 Millia Drive P.O. Box 116 Jefferson City, MO 65102 Phone: (573) 526-9100 Fax: (573) 634-7966		SUBRECIPIENT AWARD	
GRANTEE NAME Sikeston, Department of Public Safety		DATE March 31, 2023	
GRANTEE ADDRESS 201 S. Kingshighway Sikeston, MO 63801		Award Number DPS-SEMA-23HZMT-018	Amendment No. N/A
GRANTEE VENDOR NUMBER 436003510		ISSUING AGENCY MO State Emergency Management Agency PO Box 3133 Jefferson City, MO 65102	
GRANT INFORMATION			
PROJECT TITLE Local Emergency Planning Committee/District (LEPC/LEPD) Grant		STATE AWARDING AGENCY Missouri State Emergency Management Agency	
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NO N/A		PERFORMANCE PERIOD FROM: 04/01/2023 TO: 05/15/2023	
STATE AWARD AMOUNT		\$27,230.63	
LOCAL COST SHARE		N/A	
TOTAL AWARD AMOUNT		\$27,230.63	
CONTACT INFORMATION			
MERC Executive Director		GRANTEE PROJECT DIRECTOR	
NAME Stephen McLane		NAME Jon Broom	
E-MAIL ADDRESS Stephen.McLane@sema.dps.mo.gov		E-MAIL ADDRESS jbroom@sikeston.org	
TELEPHONE (573) 526-9237		TELEPHONE 5734753754	
SUMMARY DESCRIPTION OF PROJECT <p>LEPC/LEPD Grant is a funding opportunity offered by the State Emergency Management Agency (SEMA). The purpose of the Missouri LEPC/LEPD Grant Program is to support a comprehensive, all-hazard emergency preparedness system with an emphasis on hazardous materials. SEMA, through the LEPC/LEPD Program, provides necessary direction, coordination, and guidance, and provides necessary assistance, as authorized in this title so that a comprehensive emergency preparedness system exists for all hazards in the State of Missouri. There is no indirect cost rate for this award. All federally required articles will apply to state funding.</p>			
TYPED NAME AND TITLE OF OFFICIAL James Remillard, Director		TYPED NAME AND TITLE OF GRANTEE AUTHORIZED OFFICIAL Jeff Riddle, Chairman	
SIGNATURE OF APPROVING OHS OFFICIAL	DATE	SIGNATURE OF GRANTEE AUTHORIZED OFFICIAL 	DATE 4/10/2023
THIS GRANT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS GRANT AGREEMENT, THE GRANTEE IS AGREEING TO READ AND COMPLY WITH ALL SPECIFIC CONDITIONS.			

SPECIFIC CONDITIONS

DATE
March 31, 2023

AWARD NUMBER
DPS-SEMA-23HZMT-018

Article I - Acknowledgement of Federal Funding from DHS

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

Article II - Activities Conducted Abroad

All subrecipients must ensure that project activities carried outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article III - Age Discrimination Act of 1975

All subrecipients must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article IV - Americans with Disabilities Act of 1990

All subrecipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act (42 U.S.C. §§ 12101–12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article V - Best Practices for Collection and Use of Personally Identifiable Information (PII)

All subrecipients who collect personally identifiable information (PII) are required to have a publically available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Award subrecipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

Article VI- Civil Rights Act of 1964 – Title VI

All subrecipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article VII - Civil Rights Act of 1968

All subrecipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units — i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 C.F.R. Part 100, Subpart D.).

Article VIII – Copyright

All subrecipients must affix the applicable copyright notices of 17 U.S.C. Sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under Federal awards.

Article IX - Assurances, Administrative Requirements, Cost Principles, and Audit Requirements

Certain assurances in this document may not be applicable to your program, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions. The administrative and audit requirements and cost principles that apply to DHS award subrecipients originate from 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as adopted by DHS at 2 C.F.R. Part 3002.

Article X - Debarment and Suspension

Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict Federal awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

Article XI - Drug-Free Workplace Regulations

All subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the subrecipient is an individual) of 2 C.F.R. part 3001, which adopts the Government-wide implementation (2 C.F.R. part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101).

Article XII - Duplication of Benefits

Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies; to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards; or for other reasons. However, these prohibitions would not preclude the non-Federal entity from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.

Article XIII - Energy Policy and Conservation Act

All subrecipients must comply with the requirements of the Energy Policy and Conservation Act (42 U.S.C. § 6201), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act.

Article XIV - False Claims Act and Program Fraud Civil Remedies

All subrecipients must comply with the requirements of the False Claims Act (31 U.S.C. § 3729), which set forth that no recipient of Federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Article XV – Federal Debt Status

All subrecipients are required to be non-delinquent in their repayment of Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-428B, item number 17 for additional information and guidance.

Article XVI - Fly America Act of 1974

All subrecipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118), and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XVII - Hotel and Motel Fire Safety Act of 1990

All subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevent and control guidelines of Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225a.

Article XVIII - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

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

Article XIX - Lobbying Prohibitions

All subrecipients must comply with 31 U.S.C. §1352, which provides that none of the funds provided under a Federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a Federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XX - Non-supplanting Requirement

All subrecipients who receive Federal awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

Article XXI - Patents and Intellectual Property Rights

Subrecipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Subrecipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from Federal awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

Article XXII - Procurement of Recovered Materials

All subrecipients must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, (42 U.S.C. § 6962.). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXIII - Contract Provisions for Non-Federal Entity Contracts under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

1. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
2. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
4. Davis-Bacon Act, as amended (40 U.S.C 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federal Financed and Assisted Construction"). In accordance with the statute, contracts must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of

wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C 3704 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended- Contract and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Article XXIV – SAFECOM

All subrecipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXV - Terrorist Financing

All subrecipients must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the Executive Order and laws.

Article XXVI - Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act)

All subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. Implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

Article XXVII - Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons.

All subrecipients must comply with the requirements of the government-wide Federal award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104). This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. Full text of the award term is located at 2 CFR § 175.15.

Article XXVIII - Rehabilitation Act of 1973

All subrecipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

Article XXIX - USA Patriot Act of 2001

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

Article XXX - Use of DHS Seal, Logo and Flags

All subrecipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XXXI - Whistleblower Protection Act

All subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Article XXXII - SEMA Specific Acknowledgements and Assurances

All subrecipients must acknowledge and agree to comply with applicable provisions governing SEMA access to records, accounts, documents, information, facilities, and staff.

1. Subrecipients must cooperate with any compliance review or complaint investigation conducted by SEMA.
2. Subrecipients must give SEMA access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and

other individuals and information as may be necessary, as required by SEMA regulations and other applicable laws or program guidance.

3. Subrecipients must submit timely, complete, and accurate reports to the appropriate SEMA officials and maintain appropriate backup documentation to support the reports. Future awards and fund drawdowns may be withheld if these reports are delinquent.
4. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the SEMA.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the SEMA Component and/or awarding office. The United States has the right to seek judicial enforcement of these obligations.

Article XXXIII- Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by SEMA, you must request instructions from SEMA to make proper disposition of the equipment pursuant to 2 C.F.R. §200.313.

Article XXXIV - Prior Approval for Modification of Approved Budget

Before making any changes to the SEMA approved budget for this award, you must request prior written approval from SEMA by requesting a Subaward Adjustment.

Article XXXV - Incorporation by Reference of Notice of Funding Opportunity

The Notice of Funding Opportunity for this program is hereby incorporated into your award agreement by reference. By accepting this award, the subrecipient agrees that all allocations and use of funds under this grant will be in accordance with the requirements contained under the SFY23 Missouri LEPC/LEPD Grant Program Manual.

Article XXXVI – Federal Leadership on Reducing Text Messaging while Driving

All subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in Executive Order 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal government.

Article XXXVII – National Environmental Policy Act

All subrecipients must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

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

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

Article XXXIX – Acceptance of Post Award Changes

In the event SEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award.

Article XXXX – Universal Identifier and System of Award Management

Unless the subrecipient is exempted from this requirement under 2 CFR 25.110, the subrecipient must maintain the currency of their information in the System for Award Management (SAM) until the subrecipient submits the final financial report required under this award or receive the final payment, whichever is later. This requires that the recipient review and update the information at least annually after the initial registration, and more frequently if required by changes in the subrecipient's information or another award term.

Article XXXXI – Ensuring the Future is Made in All of America by All of America's Workers

All subrecipients must comply with the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act and Executive Order 14005 which provide that, as appropriate and to the extent consistent with law, the recipient must use all practicable means within their authority under a Federal award to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

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

All subrecipients, and their contractors and subcontractors are subject to the prohibitions described in Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS subrecipients, and their contractors and subcontractors – prohibits obligating or expending Federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article XXXXIII – Other Specific Conditions

1. Subrecipients are required to use WebGrants (<https://dpsgrants.dps.mo.gov/>) to submit Claim Requests. Subrecipients are encouraged to submit Claim Requests throughout the period of performance to allow for more up-to-date tracking of grant progress and prevent reimbursement delays.
2. Subrecipients are required to maintain an updated inventory of equipment in WebGrants and deployable resources in Salamander for items purchased with LEPC/LEPD grant funds.

**MISSOURI
FISCAL YEAR (FY) 2023
LOCAL EMERGENCY PLANNING COMMISSION (LEPC)/DISTRICT (LEPD)
GRANT
PROGRAM MANUAL**

ISSUED BY

State Emergency Management Agency (SEMA)

KEY DATES

Application Start Date: February 20, 2023

Application Submission Deadline: March 17, 2023 at 4:00 p.m.

Anticipated Award Date: April 1, 2023

Period of Performance: April 1, 2023 to May 15, 2023

Council Letter

Date of Meeting: 23-07-05

Originating Department: Department of Public Safety

To the Mayor and City Council:

Subject:

Local Emergency Planning Committee/District (LEPC/LEPD)

Attachments:

1. Quotes for the project covered by the LEPC Grant.

Action Options:

1. Request approval to proceed with quoted projects.

Background:

Sikeston DPS is requesting we enter into a contract with the Bootheel LEPC for a grant for Hazmat items. Sikeston DPS has written the grant for Bootheel LEPC and has been awarded \$27,230.83. Sikeston DPS has picked the items we felt best fit the needs of the city and would like to continue with the purchase of these items.

We are requesting we enter into a purchase agreement with JSR Environmental to purchase a large amount of hazmat booms and pads. This total was \$14,336.82 which was roughly \$2,000 cheaper than the next quote. All other items are under the council approval threshold.



833-820-2020

P.O. Box 512
Dexter, MO 63841
Email: jriddle@jsrenvironmental.com

Invoice

Date	Invoice #
4/25/2023	23-1141
Federal Tax ID: 45-1833938	

ATS sorbent
Items

* Low Bidder

Bill To

Boothell LEPC
P.O. Box 47
Bloomfield, MO 63825

P.O. No	Location	Project
Derrick	Net 30	

Date of Service	Quantity	Description	Rate	Amount
4/25/2023	80	5" Absorbent Boom(4 Pallets of 510 boom)	86.57	6,925.60
	1	Total freight for 4 pallets = \$485	485.00	485.00
	36	Absorbent Pads-White	55.50	1,998.00
	42	Absorbent Pads-Grey	52.71	2,213.82
	36	Absorbent Pads-Yellow-Chemical	64.90	2,336.40
	1	Freight for 3 pallets = \$378.00	378.00	378.00
Total				\$14,436.82

Thank you for your business

Total

\$14,436.82

Council Letter

Date of Meeting: 23-07-05

Originating Department: Department of Public Safety

To the Mayor and City Council:

Subject:

Knox Box

Attachments:

1. Case Studies

Action Options:

1. Request to keep the program for Knox Box use under the current 2018 IFC

Background:

The program has been in place prior to 2010 and has been an invaluable asset to the protection of both Life Safety and Property conservation.

1. What the requirement is, when Knox boxes are required, etc.

The current requirement and procedure Sgt. Whitley and I enforce. New Construction buildings, change of occupancy and major renovation buildings must have a Knox Box. But we do not stop the forward progress of a business from obtaining a license or operation because they do not have a Knox Box. Interconnected buildings are a priority where stand alone buildings are given more leniency. We currently use this method of discretion to help relieve the burden of chasing off small business but still try to maintain the level of safety and security a Knox Box Offers

2. The actual language from the fire code that requires them.

SECTION 506 KEY BOXES

506.1 Where required. Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for life-saving

or fire-fighting purposes, the fire code official is authorized to require a key box to be installed in an approved location. The key box shall be of an approved type listed in accordance with UL 1037, and shall contain keys to gain necessary access as required by the fire code official.

506.1.1 Locks. An approved lock shall be installed on gates or similar barriers where required by the fire code official.

506.1.2 Key boxes for non standardized fire service elevator keys. Key boxes provided for non standardized fire service elevator keys shall comply with Section 506.1 and all of the following:

1. The key box shall be compatible with an existing rapid entry key box system in use in the jurisdiction and approved by the fire code official.
2. The front cover shall be permanently labeled with the words "Fire Department Use Only—Elevator Keys."
3. The key box shall be mounted at each elevator bank at the lobby nearest to the lowest level of fire department access.
4. The key box shall be mounted 5 feet 6 inches (1676 mm) above the finished floor to the right side of the elevator bank.
5. Contents of the key box are limited to fire service elevator keys. Additional elevator access tools, keys and information pertinent to emergency planning or elevator access shall be permitted where authorized by the fire code official.
6. In buildings with two or more elevator banks, a single key box shall be permitted to be used where such elevator banks are separated by not more than 30 feet (9144 mm). Additional key boxes shall be provided for each individual elevator or elevator bank separated by more than 30 feet (9144 mm). Exception: A single key box shall be permitted to be located adjacent to a fire command center or the non-standard fire service elevator key shall be permitted to be secured in a key box used for other purposes and located in accordance with Section 506.1.

506.2 Key box maintenance. The operator of the building shall immediately notify the fire code official and provide the new key where a lock is changed or rekeyed. The key to such lock shall be secured in the key box.

3. Why we support having them (safety, response time, property damage, etc.).

Support for the Knox box program comes from all avenues of the job we perform. Without a Knox Box for example Wendell apartments would be replacing a new door every week as it's a locked facility and no one staffs it 24/7. This is an issue because we often enter this building for Life Safety of the residents, false alarms, actual Fires and calls. Without a Knox Box I'm certain a life of a resident would be lost, the apartments could have burned down and we would have caused unnecessary damage to the building.

Safety is a priority of the department as well as property conservation in fact it is the main focus of Fire departments everywhere to Save Lives and Property. If we have to

break open a store front door and there is a fire we have no way to control air flow and prevent the fire from flowing through the building unnecessarily. If a fire starts in an adjoining business the uninvolved business needs to be inspected for extension of the original fire. An unaffected business without a Knox box will then suffer a loss of a door and building security for no reason when all it took was for the Department to open a Knox Box retrieve a key and do what work needs to be done and then resecure the same business as it was found.

We often deal with overly extended wait times for business owners to respond when an alarm has been set off. If we are unable to address this issue immediately we may be holding up the ability of the department to correct the issue. If the issue is nothing then no harm or foul has happened. If there are items on fire in the building that are not easily observed from the store front (example, storage area) the fire is now going unchecked causing damage which can be prevented.

The damage we may do to a door or store front is completely avoidable when a Knox Box is in place we avoid damage even when we are warranted to cause necessary damage.

4. Estimated cost of the box.

Minimum cost for the box \$487.00 plus tax, Installation cost on average by a contractor is \$350.00.

5. Other Information

The Knox Box program is a well established nation wide program. Locally Cape Girardeau, Poplar Bluff and Jackson all use the Knox Box program. The box can be tied to an alarm system. It can be recess mounted. The keys to access them are strictly specific to the city. They are near impossible to pick, break open, or remove from a building without causing major damage. There are a multitude of things which can be discussed.

Increasing Campus Safety at Arizona State University (ASU)

BUILDING ACCESS AND FIRE DEPARTMENT CONNECTION (FDC) PROTECTION

Arizona State University

As the Fire Marshal for Arizona State University (ASU), Chief James Gibbs is tasked with ensuring the safety of thousands of students, faculty, staff and visitors that use the hundreds of buildings across the university daily.

PROBLEM

Protecting visitors and property throughout ASU's five Phoenix campuses is no easy task. In fact, Chief Gibbs, who has worked at the university for 30 years, recalls the challenge emergency responders faced when trying to enter a building: *"Emergency responders would need to wait for campus police to arrive at the building they were trying to enter. Then they would have to wait for campus police to locate the correct key. That or they would have to enter by force."*



Protecting university property presented its own set of challenges. As with any major campus, the university faced occasional vandalism and theft. The fire department, specifically, dealt with tampering of its sprinkler systems and theft of its chrome and brass Fire Department Connection (FDC) caps. In addition to the costly repair, the fire department's ability to protect a building during a fire is severely threatened when the FDCs are damaged, blocked with debris or missing due to theft.

The need to keep people and property safe were most crucial in resident life buildings, where students enter in and out 24 hours a day. That is why, nearly ten (10) years ago, Chief Gibbs and ASU sought to identify a solution that would address this need and could be implemented university-wide.

SOLUTION

► Knox Building Access

ASU chose Knox entry system due to:

- ✓ **Safety:** First responders can gain immediate, safe building access to all campus buildings with one master key in an emergency
- ✓ **Protection:** Minimize forced entry, protect property from damage and reduce injury to responders

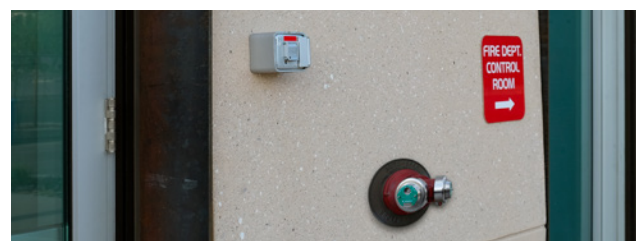
Installation: 650+ KnoxVault dual lock keybox providing two-authority access (local fire department & ASU Police/Fire Marshal group)

► Knox FDC Protection

ASU chose Knox locking FDC caps due to:

- ✓ **Protection:** Knox FDC Locks protect both the intake and discharge sides of the fire protection systems, ensuring clear and reliable connections during fire emergencies
- ✓ **Security:** Costly chrome and brass cap replacement could now be eliminated as the Knox FDC Locks are secured onto the FDCs and can only be opened by the Fire Department

Installation: 1,200+ Knox 2.5" FDC Locks



DEPLOYMENT

Chief Gibbs and ASU turned to Knox, the first company to take on the challenge of developing a rapid entry system specifically designed for firefighters.

“Knox streamlined our entry process for all buildings and improved our emergency response time. This aids my department’s ability to keep our university community and facilities safe.”

Chief Gibbs - ASU

Knox Rapid Access System provided Chief Gibbs and ASU the ability to protect students, faculty, staff, visitors and property by providing a complete, secure key control system to campus facilities.

To increase security measures and response, the KnoxVault dual lock key vault was chosen to

provide dual-authority access into buildings. One lock is keyed to the local fire department and the other lock allows ASU Police and the ASU Fire Marshal group to also gain access.

Additionally, the Knox FDC protection program helps Chief Gibbs and ASU protect both the intake and discharge sides of the university’s water-based fire protection systems, ensuring clear and usable connections during fire emergencies.

“Knox FDC devices help prevent any kind of vandalism or trash being thrown in the sprinkler or standpipe system. This ensures our fire department personnel can respond appropriately and efficiently. It’s also a big cost-savings because we don’t have to pay for those systems to be cleaned or replaced nearly as often.”

Chief Gibbs - ASU

RESULTS

ASU was one of the first major universities to implement Knox products. The buildings at ASU are now secured with FDC locking caps and equipped with key vaults to allow first responders immediate access in an emergency.

ARIZONA STATE UNIVERSITY

5 CAMPUS LOCATIONS:

Phoenix • Lake Havasu City • Tempe • Glendale • Mesa

549

Buildings

100K

Students, staff,
faculty and visitors
on a daily basis

For more information, please call **800.552.5669**
or visit **knoxbox.com**



ABOUT KNOX COMPANY

Over forty years ago, a unique concept in rapid access for emergency response was born. The KnoxBox™, a high-security key lock box, was designed to provide rapid access for emergency responders to reduce response times and protect property from forced entry.

Today, one revolutionary lock box has grown into a complete system providing rapid access for public safety agencies, industries, military, and property owners across the world. The Knox Company is trusted by over 14,000 fire departments, law enforcement agencies, and governmental entities.



KNOX COMPANY

1601 W. DEER VALLEY RD
PHOENIX, AZ 85027

T. 800.552.5669

F. 623.687.2290

KNOXBOX.COM

INFO@KNOXBOX.COM

Ensuring Campus Safety at Six Public Schools in Swansea, MA

INTERIOR ACCESS FOR EMERGENCY RESPONDERS

PROBLEM

First responders need quick, unobstructed access during a school emergency. It's crucial for them to know what potential hazards they face inside, such as toxic chemicals. They need floor plans, locations of shut-off valves and keys to locked interior doors. Absent this information, they can lose time forcing entry or face harmful exposure to hazardous chemicals.

The Swansea Fire Department in Swansea, Massachusetts, lacked that critical component — a readily accessible, secure location with access keys and vital information about the building layout, potential hazards and occupants. They needed a solution that would accommodate both fire and police access.



DEPLOYMENT & RESULTS

Knox Document Cabinets have been installed in six schools in Swansea, Mass. Both the Swansea Fire and Police Departments have immediate access to hazardous material information, Safety Data Sheets (SDSs), floor plans and keys to open critical locked areas so they can mitigate property damage and injuries from forced entry and potential exposure to harmful chemicals.

SOLUTION

► Knox Document Cabinet™

Swansea Fire Department chose the Knox Document Cabinet due to:

- ✓ **Safety:** First responders can gain immediate access to potential hazards and emergency info.
- ✓ **Easy Access:** The dual-lock system allows both fire and police to access vital documents and keys in a single, central storage location.
- ✓ **Ample Storage:** Large capacity to store up to 231 keys, floor plans, hazardous material data, evacuation procedures, pre-fire plans, etc.
- ✓ **Quality:** Drill-and-attack resistant, constructed of 10-gauge plate steel.

// The Knox Document Cabinet provides rapid access for both Fire and Police personnel to critical information about building layout, potential hazards and occupants. //

Chief Haider - Swansea Fire Department

