

TENTATIVE AGENDAREGULAR CITY COUNCIL MEETING
SIKESTON CITY HALLMonday, August 5, 2019
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 July 1, 2019
- VI. ACCEPTANCE OF BOARD AND COMMISSION MINUTES
 - None
- VII. ADVISORY BOARD COUNCIL LIAISON REPORTS
- VIII. ITEMS OF BUSINESS
 - A. Authorization to Renew Lease with New Madrid County Ambulance Service
 - B. Authorization to Renew Contract with Sikeston Fire Protection District
 - C. 2nd Reading & Consideration, Bill #6155, Yield Sign to Replace Stop Sign at Linn & Selma
 - D. 2nd Reading & Consideration, Bill #6156, Four-Way Stop Sign at N. Ranney & Lake St.
 - E. 2nd Reading & Consideration, Bill #6152, Update to Rental Property Minimum Housing Quality Standards
 - F. 2nd Reading & Consideration, Bill #6157, Dissolving the Rental Ordinance Review Board
 - G. 2nd Reading & Consideration, Bill #6161, Authorization to Replat 305 & 307 N.Ingram Road
 - H. 1st & 2nd Reading & Consideration, Bill #6160, Local Use Tax Ordinance
 - I. Other Items As May Be Determined During the Course of the Meeting
- IX. ADJOURNMENT

Dated this 31st day of July 2019

Rhonda Council

Rhonda Council, Deputy City Clerk

REGULAR CITY COUNCIL MEETING
JULY 1, 2019

The regular Sikeston City Council meeting of July 1, 2019 was called to order at 5:00 p.m. in the City Council Chambers, located at 105 East Center, Sikeston. Present at the meeting were: Mayor Steven Burch and Councilmembers Brian Self, Karen Evans, Onethia Williams, Gerald Settles, Ryan Merideth and Brandon Sparks. Staff in attendance were: City Manager Jonathan Douglass, City Counselor Tabatha Thurman, City Clerk Carroll Couch, Deputy City Clerk Rhonda Council, Public Safety Director Mike Williams, Assistant Public Safety Director James McMillen, Public Works Director Jay Lancaster, Street Supervisor Darren Martin, Street Superintendent Darren Marten, Parks Director Dustin Care, DPS Captain Austin Henley, and Code Enforcement Manager Lorenzo Ware.

APPROVAL OF CITY COUNCIL MINUTES

City Council minutes of June 3 and June 10 were presented for approval. Councilman Merideth moved to approve the minutes as presented. Councilman Self seconded the motion and the following roll call vote was recorded:

Sparks Aye, Merideth Aye, Self Aye, Settles Aye, Evans Aye,
Williams Aye, and Burch Aye, thereby being passed.

ACCEPTANCE OF BOARD AND COMMISSION MINUTES

None were presented.

ADVISORY BOARD COUNCIL LIAISON REPORTS

No reports were presented.

ITEMS OF BUSINESS

Award Bid #19-45, Bank Depository Services

Bids to become the depository for the City of Sikeston were sent to all local banks and responses were received from Montgomery Bank, Southern Missouri Bank and First Midwest Bank. The bid from First Midwest Bank was rejected due to an unsigned Non-Kickback and Non-Collusion Affidavit. Southern Missouri Bank bid a fixed rate of 2.06% APY on swept repurchase agreements or time deposits. On transaction accounts, they propose to pay the city a 2.01% APY.

Councilman Sparks moved to award the bank depository services to Southern Missouri Bank. The motion was seconded by Councilman Settles and the following vote recorded:

Sparks Aye, Merideth Aye, Self Aye, Settles Aye, Evans Aye,
Williams Aye, and Burch Aye, thereby being passed.

Authorization to Purchase Pickup Truck for Fire Division

Department of Public Safety Fire Division request permission to replace their current pickup truck, a 1997 Ford F-350 Diesel which has become unreliable and costly to maintain. They would like to replace it with a 2019 Ford F-350 SRW (single rear wheel) pickup on state contract

from Joe Machens Ford Lincoln in the amount of \$44,809. Council directed they auction this vehicle instead of surplus.

Councilman Self moved to authorize the purchase of a 2019 Ford F-350 SRW pickup from Joe Machens Ford Lincoln for \$44,809 and to auction the 1997 Ford F-350 Diesel. The motion was seconded by Councilwoman Williams and the following vote recorded:

Sparks Aye, Merideth Aye, Self Aye, Settles Aye, Evans Aye,
Williams Aye, and Burch Aye, thereby being passed.

Authorization to Purchase Patrol Vehicles

Department of Public Safety request permission to purchase three (3) 2020 Chevrolet Tahoe PPV's 4wd at the state contract price of \$36,621 each from Don Brown Chevrolet of St. Louis and use the remaining money to outfit them with necessary equipment. DPS would also like to purchase one (1) used AWD Highway Patrol 2016 Dodge Charger for \$16,950 with additional money to outfit the vehicle with emergency equipment. Council directed DPS to see if they could sell or trade their old vehicles to Don Brown. If unable to, they can become surplus vehicles.

Councilman Sparks moved to authorize the purchase of three (3) 2020 Chevrolet Tahoe PPV's 4wd from Don Brown Chevrolet of St. Louis in the amount of \$36,621 each and one (1) used AWD Highway Patrol 2016 Dodge Charger for \$16,950 and all vehicles to be outfit with their necessary equipment. Also, check into selling or trading the old vehicles to Don Brown. Councilman Merideth seconded the motion and the following vote recorded:

Sparks Aye, Merideth Aye, Self Aye, Settles Aye, Evans Aye,
Williams Aye, and Burch Aye, thereby being passed.

Authorization to Purchase Used Pickup Truck for LCRA/Public Works

Staff seeks Council's approval to purchase a used work pickup truck in an amount not to exceed \$17,000 for use by LCRA maintenance crew to maintain their lots. LCRA will issue the check to the City and the City will make the purchase.

Councilman Settles moved to authorize the purchase of a used work pickup truck for LCRA maintenance crew in an amount not to exceed \$17,000 utilizing LCRA funds. The motion was seconded by Councilman Sparks and the following vote recorded:

Sparks Aye, Merideth Aye, Self Aye, Settles Aye, Evans Aye,
Williams Aye, and Burch Aye, thereby being passed.

Authorization to Purchase Replacement Mower Decks for LCRA/Public Works

Staff seeks Council's approval to purchase replacement mower decks for two existing John Deere Front Mount Mowers in the amount of \$10,240 from Greenway Equipment. LCRA funds will be used to make the purchase.

Councilman Self moved to authorize the purchase of replacement mower decks in the amount of \$10,240 from Greenway Equipment, utilizing LCRA funds. The motion was seconded by Councilwoman Evans and the following vote recorded:

Sparks Aye, Merideth Aye, Self Aye, Settles Aye, Evans Aye,

Williams Aye, and Burch Aye, thereby being passed.

Authorization to Purchase Used Van for PAWS Animal Shelter

Mayor Burch tabled this item for further review.

2nd Reading, Emergency Bill #6139, Allowing the Sale & Use of Fireworks in the City of Sikeston

Councilman Merideth moved for the second reading of Bill Number 6139. The motion was seconded by Councilman Settles and the following vote recorded:

Sparks Aye, Merideth Aye, Self Aye, Settles Aye, Evans Aye,
Williams Aye, and Burch Aye, thereby being passed.

Counselor Thurman presented the bill for reading.

BILL Number 6139

ORDINANCE Number 6139

THIS BILL AS APPROVED SHALL BECOME EMERGENCY ORDINANCE NUMBER 6139 AND SHALL AMEND ARTICLE IV, CHAPTER 210, OF THE CITY CODE ESTABLISHING OFFENSES WITHIN THE CITY OF SIKESTON, MISSOURI.

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

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

SECTION II: Article IV, Chapter 210, Section 210.560 – Fireworks; shall be amended to read as follows:

- A. It is unlawful for any person to willfully discharge (fire, light, ignite, shoot off, set off, use, burn, or explode) any firecrackers, fireworks, torpedoes, bombs, rockets, pinwheels, Roman candles, or other fireworks of like kind or nature within the City, except during the following periods:
 1. June 27 to July 3 between the hours of 10 a.m. and 10 p.m.
 2. July 4 between the hours of 10 a.m. and midnight
 3. December 31 from 11:30 p.m. until Jan. 1 at 12:30 a.m.
- B. No person shall sell or expose for sale any fireworks, firecrackers, torpedoes, bombs, rockets, pin wheels, Roman candles, or other fireworks of like kind or nature within the City, except during the periods of June 27 through July 4 and December 29 through December 31 of each year, provided however, that this shall not be construed to prohibit the sale of fireworks in wholesale lots by any person holding a wholesale license to do business within the City for use or sale outside the limits of the City.
- C. No person shall sell or expose for sale any fireworks, firecrackers, torpedoes, bombs, rockets, pin wheels, Roman candles, or other fireworks of like kind or nature within the City, without holding a valid business license from the City and any applicable license(s) or permit(s) from State and/or Federal agencies.
- D. The discharge of fireworks during allowed time periods shall be prohibited on private property without the property owner's permission.

- E. The discharge of fireworks shall be prohibited in City parks or upon public rights-of-way or public property, unless expressly permitted per Section 210.560(I).
- F. The discharge of fireworks shall be prohibited at all times during any burn ban declared by the City or County.
- G. The sale, launching or flying of sky lanterns, fire balloons, or similar devices shall be prohibited at all times.
- H. It shall be unlawful for any individual under seventeen (17) years of age to purchase, possess, or discharge any fireworks unless under the direct supervision of a parent or guardian.
- I. The discharge of fireworks during any time period or in any manner not permitted by this section shall at all times be prohibited within the City unless a permit shall first have been secured from the Department of Public Safety authorizing such activity at a given place and time.

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: Emergency Clause. This ordinance is adopted as an emergency measure so that the effective date corresponds with the Independence Day holiday season.

SECTION VI: Record of Passage:

- A. Bill Number 6139 was introduced and read the first time this 10th day of June, 2019.
- B. Bill Number 6139 was read the second time and discussed on this 1st day of July, 2019. Following discussion, Councilman Settles moved to table Bill Number 6139. The motion was seconded by Councilman Sparks, discussed and the following roll call vote was recorded:

Sparks Aye, Merideth Aye, Self Nay, Settles Aye, Evans Aye,
Williams Nay, and Burch Aye, thereby being failed.

Briefing: Medical Marijuana Regulations

Amendment 2, passed by Missouri voters in November 2018, legalized and set up a framework for issuing State licenses for medical marijuana facilities. Since that time the State has been setting up the licensing system and will begin accepting applications in August, with license approvals by the end of the year. The City has received a number of serious inquiries regarding local regulations pertaining to medical marijuana facilities, particularly dispensaries, which are the retail establishments where qualifying patients may buy medical marijuana and related products.

Amendment 2 expressly prohibits municipalities from banning or practically banning medical marijuana facilities through overly burdensome regulations, but it does allow for local regulation in three main areas: Distance Restriction from Schools, Churches and Daycares; Zoning and Hours of Operation.

Council directed Staff to draft an ordinance with the distance restriction from schools, churches and daycares at 1,000 feet; zoning designated as Light Industrial; and hours of operation as 7:00 a.m. - 7:00 p.m. for dispensary facilities. Emergency Ordinance will be presented at the July 29th Council meeting and if adopted, would allow time for interested parties to meet State of Missouri deadlines for license applications. They will accept applications from August 3-17.

Other Items

Council was given an update on the status of the Midtown Motel. Staff has met with the owner and a soil study has been conducted and once they are given the okay by DNR, their plans are to sell the property to a potential buyer - hopefully by fall. If no improvements are done in a timely manner, the City may order the building to be demolished.

Staff was asked who maintains Salcedo ditch; had a complaint about tall grass on the northwest corner. The city no longer maintains this ditch. Staff will make plans to have a study session later this year to discussion mowing issues on right-of-ways and easements.

Parks & Recreation Director Dustin Care gave an update on the recent baseball tournament that was held at the Complex. A total of 33 teams participated and used 5 fields. Teams came from St. Louis, Southern Illinois, Arkansas and Tennessee and they were very impressed with the upgrades that have been done to the fields. Director Care thanked Council for the investment they put into the Complex ballfields and looks forward to having more tournaments next year, including a 40 team soccer tournament.

ADJOURNMENT

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

Sparks Aye, Merideth Aye, Self Aye, Settles Aye, Evans Aye,
Williams Aye, and Burch Aye, thereby being passed.

APPROVED:

STEVEN BURCH, MAYOR

ATTEST:

CARROLL L. COUCH, CITY CLERK

SEAL:

Council Letter

Date of Meeting: 19-08-05

Originating Department: Department of Public Safety

To the Mayor and City Council:

Subject: Authorization to renew occupancy lease with New Madrid County Ambulance

Attachments:

1. Copy of established contract

Action Options:

1. Sign and renew provided contract
2. Other action deemed necessary by Council

Background:

For the past few years, New Madrid County Ambulance Service has maintained an ambulance station inside our Fire Station 3 on Ables Road. This agreement has been established in the form of an occupancy lease between the City of Sikeston and New Madrid County Ambulance District. The current contract expires on August 31, 2019. We are providing a new lease contract for renewal that is valid for 24 months. This contract is the same as previous contracts, with the exception of an addition of an early termination clause. We have added a clause that allows the ambulance district to terminate the lease prior to the 24 month term, with a 60 day written notice. This was requested by the ambulance district due to the fact they are building their own station soon in the north end of New Madrid County and will be vacating our station at that time. The agreement provides for a monthly lease payment, as well as a monthly fee for related utilities.

LEASE AGREEMENT

The Parties to this Lease are the City of Sikeston (the "Lessor") and the New Madrid County Ambulance District (the "Lessee").

The purpose of this Lease (hereinafter, "the Lease Agreement") is to allow the Lessee sufficient time to purchase or build a permanent facility to serve the north side of New Madrid County with first responder services.

The Lease Agreement pertains to the property located at **2003 Ables Road, Sikeston, Missouri 63801**. The terms of the Lease Agreement are as follows:

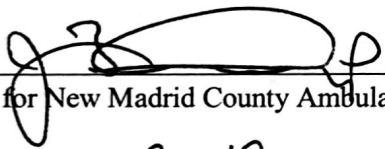
1. The Lease Agreement shall run for twenty-four (24) months starting on September 1, 2019, and concluding on August 31, 2021.
2. Lessee agrees to pay \$1,500.00 per month in exchange for its use of the facility located at 2003 Ables Road, Sikeston, Missouri 63801.
3. Payments shall be paid by Lessee to Lessor on or before the first (1st) day of each month during the duration of the Lease Agreement.
4. If at any time during this twenty-four (24) month Lease, the South Scott County Ambulance District revokes, withdraws, or otherwise cancels its Agreement with Lessee to Temporarily Waive Public Convenience and Necessity Objection Rights, the Lease Agreement may be terminated at the option of the Lessee.
5. Lessee may terminate the Lease Agreement with sixty (60) day notice for the purpose of moving their occupancy to a new station currently in the design phase for northern New Madrid County.
6. Upon termination of the Lease Agreement pursuant to Paragraph 4 or 5, above, the obligation of Lessee to make payments for any months remaining under the original Lease Agreement will terminate.
7. The Lessee agrees to pay \$150.00 (one hundred and fifty dollars) per month for utilities. Said payment will be due on the first day of each month through the duration of the Lease Agreement. Should the Lease Agreement be terminated in accordance with Paragraphs 4 and 5, the obligation of the Lessee to pay utilities will also terminate.
8. The Lessor shall purchase a policy of liability insurance for the mutual benefit of Lessor and Lessee. This policy of insurance shall be the primary coverage for any claims, damages, losses, injuries, or expenses incurred due to negligence of the Lessor, its agents, or employees. This policy of insurance shall name Lessee as an additional insured.

9. The Lessee shall purchase a policy of liability insurance for the mutual benefit of Lessor and Lessee. This policy of insurance shall be primary coverage for any claims, damages, losses, injuries, or expenses incurred due to the negligence of the Lessee, its agents, or employees. The policy of insurance shall name Lessor as an additional insured.

The Parties to this agreement have read the above terms and agree to these terms by proof of their signature below.

Agent for City of Sikeston (Lessor)

Date



Agent for New Madrid County Ambulance District (Lessee)

7-19-19

Date

Council Letter

Date of Meeting: 19-08-05

Originating Department: Department of Public Safety

To the Mayor and City Council:

Subject: Authorization to renew contract with Sikeston Fire Protection District

Attachments:

1. Copy of established contract

Action Options:

1. Sign and renew provided contract
2. Other action deemed necessary by Council

Background:

The Department of Public Safety Fire Division has been contracted for several years to provide firefighting services to a portion of the Sikeston Fire Protection District (rural areas surrounding Sikeston). A contract has been previously secured between the City of Sikeston and the Sikeston Fire Protection District. The existing contract has expired and is in need of renewal. Attached to this letter, you will find a copy of the new contract for renewal. This contract is the same contract as the previous version, with only a change in the effective date, as well as a change in our billing cycle to accurately reflect how we have been billing the district. The contract provides for the district to pay fees for dispatch services, as well as fees for firefighting services. The District also provides the division with a 2013 International Fire Tanker and reimburses all maintenance costs associated with that vehicle. The contract is termed for five (5) years.

FIRE PROTECTION SERVICE AGREEMENT

THIS AGREEMENT made and entered into on this 1st day of September, 2017, by and between SIKESTON FIRE PROTECTION DISTRICT (hereinafter referred to as "DISTRICT"), a political subdivision of the State of Missouri, duly organized and existing under Chapter 321 of the Revised Statutes of Missouri, and THE CITY OF SIKESTON, MISSOURI, a municipal corporation (hereinafter referred to as "CITY").

WITNESSETH:

WHEREAS, the DISTRICT is a rural fire protection district having the responsibility to provide fire protection and fire dispatching within the areas referred to as the DISTRICT on the map hereto attached and does not have any dispatching or trained personnel to fight, control and extinguish fires endangering life or property within the DISTRICT; and

WHEREAS, the CITY is an established municipal corporation which maintains a Public Safety type police/firefighting unit having trained dispatching and firefighting personnel and dispatching and firefighting equipment; and

WHEREAS, the CITY has adopted a "*Mutual Aid*" ordinance and supports the state wide mutual aid and emergency aid system whereby the CITY is obligated, upon certain conditions, to provide fire protection assistance to said municipalities, agencies and communities, in the event of the CITY'S being called upon to do so, when fires occur within the contracting communities; and

WHEREAS, the parties acknowledge that the DISTRICT has contracted, and will in the future enter into other contracts, with various municipalities, county agencies and communities (herein collectively referred to as "*Mutual Aid Communities*") whereby the CITY is obligated, upon certain conditions, to provide fire protection assistance to said municipalities, agencies and communities, in the event of the CITY'S being called upon to do so, when fires occur within the contracting communities; and

WHEREAS, the parties acknowledge that the DISTRICT has contracted, and will in the future enter into other contracts, with various agencies possessing firefighting personnel and equipment (herein "*AGENCIES*") whereby said various agencies have conditionally obligated themselves to respond to fires within defined areas of the DISTRICT and to attempt to control said fires; and

WHEREAS, the DISTRICT desires to purchase from the CITY and the CITY, subject to and consistent with its primary and superior duty to afford fire protection services within its municipal boundaries, and its mutual aid responsibility as set forth by ordinance, desires to provide fire dispatching service and fire protection service to the residents and property owners within the territorial limits of the DISTRICT as hereinafter provided; and

WHEREAS, the DISTRICT and CITY find it desirable and mutually beneficial to enter into a binding written agreement with respect to defining the fire protection services which are the subject hereof;

SO NOW, THEREFORE, in consideration of the fees to be paid by the DISTRICT to the CITY and the fire protection services to be provided by the CITY to the DISTRICT, and in consideration of the mutual and reciprocal promises, rights and obligations hereinafter set forth and created, the parties agree as follows:

A. DEFINITIONS: Unless otherwise stated, the following terms, words or phrases shall have and convey the meaning as indicated.

1. Dispatching Services shall mean the receipt, assignment or transfer to its appropriate agency, any request requiring fire equipment or personnel, needed to provide traditional "*fire department*" service(s) including but not limited to all classes and types of fire, re-ignition, chemical spills, rescue or other similarly related hazards to real or personal property or persons.
2. FIREFIGHTING shall mean any actual response, where CITY equipment or personnel are dispatched or sent to any location in the DISTRICT, under the provisions of this agreement, to provide traditional "*fire department*" service(s) as defined above.
3. RUN or RESPONSE shall mean any actual movement of CITY equipment or personnel in answer to a request for service from within the DISTRICT and shall be timed for purposes of billing, for time out to time in.
4. TIME(OUT-IN) - Time out shall be the actual time of alarm recorded by the dispatchers; time in shall be the time the equipment actually reports return to station or on scene arrival at a subsequent assigned location, whichever is earlier, as recorded by the dispatcher.

B. DISPATCHING SERVICE: The CITY agrees to provide a dispatching service (herein "*SERVICE*") within the boundaries of the DISTRICT, whereby requests for firefighting service (herein "*FIREFIGHTING*") will be forwarded to the agency or agencies responsible for FIREFIGHTING at the location where the FIREFIGHTING is required; for the following consideration and upon the following conditions:

1. The DISTRICT shall, prior to execution hereof, furnish the CITY with a map which shall be attached hereto and made part of this agreement, of its area and boundaries which shows the break-down of the DISTRICT into areas of fire protection responsibility and further showing the agencies having the primary or secondary fire protection responsibility to the DISTRICT within the various areas.
2. Upon receipt by the CITY of a request for fire protection service from within the

DISTRICT, the CITY will notify, by telephone or radio, the agency having primary responsibility for fire protection within the area of the DISTRICT whereat the fire is located, of the request for service. In the event that the agency having primary responsibility for the area cannot be notified or cannot respond to the request for service, the CITY will notify the agency or agencies, if any, having secondary responsibility for fire protection within said area, as per the information provided by the DISTRICT, concerning primary and secondary responsibility, if any, on the map provided by the DISTRICT and accepted by the CITY for this purpose, as herein above stated. It shall be the sole responsibility of the DISTRICT to ensure the completeness and accuracy of the boundaries and service responsibility of the map provided.

3. For the dispatching services above set out, the CITY shall be paid, annually during the term of this agreement, an amount equal to \$.01 per \$100.00 valuation of all property presently located, or hereafter developed and constructed, within the whole DISTRICT.

4. The payment for dispatching services subject to this agreement shall be paid annually, on or before the 10th day of March, during each year of the contract term.

5. The CITY shall not be responsible to the DISTRICT or to any citizen for the failure of any agency other than itself to respond to a fire or to adequately conduct fire protection procedures or methods.

6. Dispatching Service as herein above set forth including the costs thereof are based on the CITY'S personnel and equipment existing at the time and upon execution of this agreement. Any future increase in cost to the CITY due solely or in part to the provision of this service, shall be born by the DISTRICT, to the extent of the actual increase cost, to and as solely determined by the CITY.

C. FIRE PROTECTION:

1. Subject to the conditions hereinafter set forth, the CITY, upon receipt of notice of a fire within the area of its primary responsibility, as established by the map hereto attached as Exhibit "A" (herein the "MAP"), will either, respond to the site of the fire with a fire truck and trained fire protection personnel and proceed to take appropriate measures to bring the fire under control and protect life and property, or notify the other agency or agencies described on the map as having secondary responsibility in said area of the unavailability of the CITY to respond and directing said secondary agency to respond.

2. In the event the CITY is advised of a need for FIREFIGHTING service within the DISTRICT but outside the area of the CITY'S area of primary responsibility and is further advised that the agency having primary responsibility for fire protection within the area in which said fire is located cannot respond thereto or requires assistance in fighting said fire; then and in that event, the CITY may, if it is able to do so in keeping with its prioritized

FIREFIGHTING and public safety responsibilities, including the limitations hereinafter set out, render FIREFIGHTING service and assistance in said situation.

3. The DISTRICT shall have the duty to inform its citizens and taxpayers to report any need for FIREFIGHTING service by using the 911 Emergency Service Phone Number.

4. In rendering FIREFIGHTING service to the DISTRICT, either in the area of primary responsibility or in the rest of the DISTRICT, the CITY shall have the sole discretion and control over the use and deployment of its personnel and equipment.

5. This Agreement is a contract-for-services agreement and neither party shall be the agent of the other, neither shall any officer or employee of either party have authority to bind the other for any duty or undertaking.

6. The CITY shall be solely responsible for any loss or damage to its FIREFIGHTING equipment which is sustained while responding to, attending or returning from a FIREFIGHTING service rendered in keeping with this agreement.

7. The DISTRICT, at its cost, shall provide through an insurance carrier acceptable to the CITY, public liability insurance with limits of \$1,000,000.00 for a single claim, \$1,000,000.00 for multiple claims arising out of a single incident; and \$1,000,000.00 for property damage which shall cover the CITY'S liability, to those limits, arising from claims for damages against the CITY said claims arising out of the CITY'S or it's officers or employees, acts or omissions in the discharge of the CITY'S duties under this contract. The duty to defend and pay any such claim shall be that of the DISTRICT'S insurer to the extent of such insurance. Further, said insurance shall name the CITY a co-insured, and proof of same shall be filed with the City Clerk. Notice of cancellation shall be provided to the city at least 30 days prior to any such action. Failure of this DISTRICT to provide or maintain such insurance shall be deemed as breach of this agreement and may result in immediate cessation of service provision without any recourse against the CITY for such action.

8. The CITY agrees to provide adequate housing, storage, and maintenance of a 2013 International 7400 2-door pumper truck VIN 1HTWGAZT6DJ352978 owned and maintained by the DISTRICT, for use within the DISTRICT, without cost to the DISTRICT, provided:

- a. The DISTRICT shall defend and hold harmless the CITY from any damage to or injury sustained involving any such equipment so house or stored.
- b. The DISTRICT shall reimburse the CITY for any direct costs incurred by the CITY resulting from said housing, storage, and maintenance, including insurance.
- c. The DISTRICT hereby authorizes the CITY to use and operate any such

equipment at the CITY'S discretion, provided any such use shall be subordinate to the immediate needs of the DISTRICT.

d. The DISTRICT shall provide any rules, regulations, understanding or agreements it may have or make with any other party, concerning the operational use of any such equipment, and shall defend and hold harmless the CITY from any act or omission of action, consistent with those rules, regulations, understandings or agreements, which the CITY undertakes upon receipt of same, in writing from the DISTRICT. No such rule, regulation, understanding or agreement shall obligate the CITY to provide personnel or additional equipment beyond that which is herein provided.

e. CITY shall provide a log to DISTRICT once a year showing each time the tanker is used, including time out and time in, location, mileage and operator, as well as a maintenance log to be submitted with request for reimbursement.

D. LIMITATION UPON FIREFIGHTING SERVICE: The FIREFIGHTING services to be furnished by the CITY, in keeping with the terms of this agreement, are specifically limited as follows:

1. It is understood and agreed to by the parties, that the CITY has primary responsibility, in every case, to provide FIREFIGHTING service to all locations within its territorial boundaries and that all other FIREFIGHTING shall be subordinate, both in initial response and continuation of in progress FIREFIGHTING, to that primary responsibility.

2. It is understood and agreed to by the parties, that for the purpose of major conflagration or disaster, that the CITY has secondary or subordinate responsibility to provide assistance to other FIREFIGHTING entities, under "*Mutual Aid*" agreements, both those which are currently in force and those which the CITY may in future enter into, when in the CITY'S sole opinion any such agreement is in it's own best interest.

3. Cessation of FIREFIGHTING and recall or rerouting of equipment or personnel, in route to any location outside territorial boundaries of the CITY, may occur when in the sole opinion of the CITY MANAGER, DIRECTOR OF PUBLIC SAFETY or his designee, such action is warranted; to protect life or property within the CITY'S territorial boundaries, in response to real or potential conflagration or major disaster of other "*Mutual Aid*" participants, in accordance with the CITY'S Department of Public Safety Policy(ies). The CITY'S only duty before withdrawing from a FIREFIGHTING engagement or declining to respond to a request for services shall be to notify other agencies having primary or secondary FIREFIGHTING agreements with the DISTRICT and requesting said agency(ies) to respond.

4. The CITY'S only responsibility with reference to responding to any request for FIREFIGHTING service will be to furnish such personnel and such equipment as are

available and as are in emergency-ready condition. Nothing in this agreement shall be construed so as to require any quantity of personnel or equipment (other than equipment owned by DISTRICT) to be available for service within the DISTRICT at any time.

5. The CITY shall endeavor to contain and extinguish any fire to which it responds and is not required to abandon, including by arriving at the scene with a quantity of water initially as may be transported on the fire apparatus. The CITY neither makes nor implies that any such amount of water so transported shall be sufficient to extinguish any specific fire. It shall be the sole responsibility of the DISTRICT to provide or arrange the provision of water in sufficient quantities to engage in appropriate professional FIREFIGHTING attack and/or defense plans, by the CITY.

E. PAYMENT FOR FIREFIGHTING SERVICES:

1. The DISTRICT shall pay to the CITY for FIREFIGHTING services which are the subject hereof, as follows:

a. Basic fee shall be ten-thousand dollars (\$10,000.00) annually to be paid in equal quarterly amounts, due September 1, December 1, March 1, and June 1.

b. Basic fee shall be for the CITY to be and remain to be prepared to provide FIREFIGHTING service(s) as herein above described and shall be due and payable during the term of the agreement whether or not the CITY responds to any FIREFIGHTING request during the billing period.

c. Responses, which are to be billed to the DISTRICT, shall be charged or credited to the amount of the basic fee, at the rate provided in Paragraph E.2 below, until such time as a credit amount equal to the basic fee has been reached. Any amount in excess of the basic fee resulting from responses by the CITY to the DISTRICT, in accordance with the rate(s) herein Paragraph E.2 below, shall be due and payable to the CITY, July 1st for the proceeding period of July 1st to June 20th of each successive year or on a pro-rata basis for any portion thereof. The CITY shall provide the DISTRICT and itemized statement of payments and charges by June 10th of each year or by the tenth (10th) day of the month immediately following the termination of this agreement, as may be appropriate.

2. The CITY shall charge and the DISTRICT agrees to pay for FIREFIGHTING services at the following rates:

a. A per run or response fee of four hundred dollars (\$400.00), whenever the CITY dispatches any of its equipment or personnel, said run charge to cover the period from time of dispatch to ninety (90) minutes thereafter or any portion thereof.

b. Beginning minute ninety-one (91) and every fifteen (15) minutes thereafter or any portion thereof, the DISTRICT shall pay to the CITY one hundred sixty-five dollars (\$165.00), said time to begin upon fire unit(s) being dispatched and ending upon return to station (time out to time in as logged by dispatch).

c. Call backs, re-ignition or any other such return to scene, shall be deemed to be a separate response, for the purpose of fees charged, when the units are requested to respond after actually returning to their station. Should units be redirected to the same scene due to re-ignition prior to actually returning to their station, then and in that event, any such response shall be deemed to be a continuation of the initial response, and shall be billed accordingly and as appropriate.

d. The parties acknowledge that a per response for FIREFIGHTING service request may be made, from time to time, by other agencies in addition to a response made by the CITY, in which case(s) the CITY shall be entitled to either a credit on the basic fee service or to payment at the regular response rate as may be appropriate.

e. The DISTRICT agrees to pay any and all costs associated with a chemical spill or hazardous materials incident that occurs within the DISTRICT. The DISTRICT shall be responsible for recovering costs under the "*Spiller Pays*" law. All material costs shall be paid within ten (10) days of the incident to keep needed materials in service.

F. NOTICE OF SUITS: Each party shall give immediate written notice to the other of any and all actions or proceedings brought against the party giving such notice. Notice requirements of this section be deemed to have been met when written notice of such action is received by the parties at the address as herein below set forth.

1. CITY:

CITY OF SIKESTON
105 E. Center Street
Sikeston, MO 63801

2. DISTRICT:

SIKESTON FIRE PROTECTION DISTRICT
113 W. North Street
P. O. Box 40
Sikeston, MO 63801

G. MODIFICATIONS: This agreement constitutes the complete agreement of the parties and no modifications of this agreement shall be binding unless made in writing, dated and signed by the parties hereto.

H. PARTIES BOUND: This agreement shall be binding upon the parties hereto and their

successors in interest, except that no assignment of this agreement shall be made by either party without the written consent of the other.

I. TERMINATION: This agreement shall be in effect beginning September 1, 2017, for a period of five (5) years to August 31, 2022. This agreement may be terminated by either party giving to the other sixty (60) days' written notice of the termination thereof.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their official seals to this document and two (2) photocopies thereof, each of which shall be deemed as original, on the day and year first above written.

DISTRICT:
SIKESTON FIRE PROTECTION DISTRICT

CITY:
CITY OF SIKESTON, MISSOURI

By: _____
David Strom, President

By: _____
Mayor

ATTEST:

By: _____
CITY CLERK

Council Letter

Date of Meeting: 19-08-05

Originating Department: Public Works Department / Street Division

To the Mayor and City Council:

Subject: 2nd Reading and Consideration, Bill #6155, Amending City Code Title III, Chapter 335 Section 335.040 to replace Stop signs with Yield Signs at the intersection of Linn/Selma

Attachment(s):

1. Bill #6155

Action Options:

1. 2nd Reading and Consideration.
2. Other action Council may deem appropriate

Background:

This is the request from Charles Scott. The Traffic Committee met on June 20, 2019 and did favorably pass this agenda item. However, DPS opposes this request due to safety concerns.

BILL Number 6155

ORDINANCE Number 6155

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6155 AND SHALL AMEND TITLE III, CHAPTER 335 OF THE UNIFORM TRAFFIC CODE ESTABLISHING ADDITIONAL TRAFFIC CONTROL MEASURES WITHIN 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: The Traffic Committee did meet on June 20, 2019 and voted favorably to amend the uniform traffic code by placing yield signs on Linn Street at Selma Street.

SECTION III: Title III – Chapter 335 – Section 335.040 – Stop and Yield Signs; shall be amended by including the following:

<u>Yield Sign</u>	<u>Through Street</u>	<u>Sign Location</u>	<u>Controlled Traffic Movement</u>
Linn Street	Selma Street	SW Corner	East
Linn Street	Selma Street	NE Corner	West

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

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

SECTION VI: Record of Passage:

- A. Bill Number 6155 was introduced and read the first time this 29th day of July, 2019.
- B. Bill Number 6155 was read the second time and discussed this 5th day of August, 2019, and voted as follows:
- Williams, _____, Evans, _____, Self, _____,
- Meredith, _____, Settles, _____, Sparks, _____,
- Burch, _____, thereby being
- _____,
- becoming ordinance 6155.
- C. Ordinance 6155 shall be in full force and effect from and after Wednesday, September 4, 2019.

Steven Burch, Mayor

Approved as to form
Tabatha Thurman, City Counselor

Seal / Attest:

Carroll Couch, City Clerk

Council Letter

Date of Meeting: 19-08-05

Originating Department: Public Works Department / Street Division

To the Mayor and City Council:

Subject: 2nd Reading and Consideration, Bill #6156, Amending City Code Title III, Chapter 300, Schedule III, Table III-A Stop Locations, Authorizing the Installation of Stop Signs on North Ranney Street at Lake Street.

Attachment(s):

1. Bill #6156

Action Options:

1. 2nd Reading and Consideration.
2. Other action Council may deem appropriate

Background:

Council read this the first time on July 29, 2019. This request was not approved by the Traffic Committee.

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6156 AND SHALL AMEND TITLE III, CHAPTER 300, SCHEDULE III, TABLE III-A OF THE UNIFORM TRAFFIC CODE ESTABLISHING ADDITIONAL TRAFFIC CONTROL MEASURES WITHIN 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: The Traffic Committee did meet on June 20, 2019, and did not favorably vote to amend the uniform traffic code by the installation of stop signs at the intersection of North Ranney at Lake Street to create a four-way stop.

SECTION III: Title III, Chapter 300, Schedule III, Table III-A-Stop Locations; shall be amended to include as follows:

<u>Stop Sign</u>	<u>Sign Location</u>	<u>Controlled Traffic Movement</u>
North Ranney at Lake Street North Ranney at Lake Street	NW Corner SE Corner	South North

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

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

SECTION VI: Record of Passage:

A. Bill Number 6156 was introduced and read the first time this 29th day of July, 2019.

B. Bill Number 6156 was read the second time and discussed on this 5th day of August 2019, and was voted as follows:

Self _____, Sparks _____, Evans _____,
Williams _____, Settles _____, Merideth _____,
Burch, _____
thereby being _____,

C. Ordinance 6156 shall be in full force and effect from and after Wednesday, September 4, 2019.

STEVEN BURCH, Mayor

Approved as to Form:

TABATHA THURMAN, City Counselor

SEAL/ATTEST:

CARROLL COUCH, City Clerk

Council Letter

Date of Meeting: 19-08-05

Originating Department: Code Enforcement Department

To the Mayor and City Council:

Subject: Bill 6152, Chapter 510 Rental Property Minimum Housing Quality Standards Modification

Attachment(s):

1. Bill 6152
2. Rental Property Minimum Housing Quality Standards Summary Sheet

Action Options:

1. Second Reading & Approval of Bill 6152
2. Other action Council may deem appropriate

Background:

In reviewing the current municipal code for rental properties the process was found to be dated and cumbersome.

To best service the renting public and the landlord community the entire ordinance has been revised per the attached documents.

Staff seeks Council's approval of this ordinance.

BILL Number 6152

ORDINANCE Number 6152

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6152 AND SHALL AMEND TITLE V, CHAPTER 510. RENTAL PROPERTY MINIMUM HOUSING QUALITY STANDARDS 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: Chapter 510. shall be amended to read as follows:

Section 510.020. Definitions. (Change to read)

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

IBC

International Building Code

IPMC

International Property Maintenance Code

IRC

International Residential Code

OCCUPANT

Any person living or sleeping in a building or having possession of a space within a building.

OPERATOR

Any person who has charge, care or control of a structure or premises which is let or offered for occupancy.

OWNER

See "PROPERTY OWNER".

PERSON

An individual, corporation, partnership or any other group acting as a unit.

PREMISES

A lot, plot or parcel of land including any structures thereon.

PROPERTY OWNER

Any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the State, County or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

Quinquennial

Recurring every five years or lasting for or relating to a period of five years.

RENTAL PROPERTY

Any premise(s) that is not occupied by the owner including those premises that are subject to agreements providing for contracts for deeds.

TENANT

A person, corporation, partnership or group, whether or not the legal owner of record, occupying a building or portion thereof as a unit.

Section 510.030. Compliance Standards. (Change to read)

All rental units identified for compliance herewith must conform to Housing Quality Standards (HQS) established by the U.S. Department of Housing and Urban Development as well as any pertinent health and life safety issues per the IPMC, IRC, IBC, State and Federal regulations, as from time to time amended, in effect upon adoption of this Chapter.

Section 510.050. Inspection Personnel/Administration. (Change to read)

- A. Inspections of rental property shall be conducted by staff of the Department of Public Works to insure compliance with Section 8 Guidelines of the Housing Quality Standards (HQS) as well as any pertinent health and life safety issues per the IPMC, IRC, IBC, State and Federal regulations.
- B. The City Manager is directed to develop appropriate forms, applications and listings in order to accommodate this Chapter and the Housing Quality Standards (HQS) as well as any pertinent health and life safety issues per the IPMC, IRC, IBC, State and Federal regulations herein referenced.

Section 510.060. Inspection Fees and Procedures. (Change to read)

A. For purposes of this Chapter, the following designators shall mean:

1. To accommodate the purposes of this Chapter, all property owners of rental property shall be required to fill out and submit a Landlord Registration Form on or before January thirty-first (31st) of each year, with the appropriate fee for the rental property(s). The property owner shall submit said application to the Planning Division/Code Enforcement Office together with the Landlord Registration Fee of fifty dollars (\$50.00) [25 units or less] or one hundred dollars (\$100.00) [greater than 25 units]. It shall be the responsibility of the owner to make the unit(s) available for inspection. Upon successful completion of inspection and in keeping with the guidelines of the Housing Quality Standards as well as any pertinent health and life safety issues per the IPMC, IRC, IBC, State and Federal regulations, the owner will be issued an occupancy permit. Failure to submit a Landlord Registration Form will result in the property owner being found in violation of this Chapter and subject to a fine of not less than five hundred dollars (\$500.00).
2. In the event a unit fails to pass the quinquennial inspections or formal complaint generated inspections, in keeping with the Guidelines of the Housing Quality Standards or in keeping with the Property Maintenance Standards of the City of Sikeston as well as any pertinent health and life safety issues per the IPMC, IRC, IBC, State and Federal regulations, the owner shall be subject to penalty fines ranging from not less than one hundred dollars (\$100.00) for the first (1st) offense and an additional one hundred dollar (\$100.00) fine for each subsequent offense up to a maximum fine of five hundred dollars (\$500.00) over a twelve (12) month period.
3. The owner thereof shall have thirty (30) days within which to make minor corrections necessary to qualify the unit. Major corrections shall be deemed those violations that represent health and safety issues and which require immediate correction. Failure to remedy violation notices shall result in the filing of a complaint. Convictions on said charges will result in a minimum fine of one hundred dollars (\$100.00) for every thirty (30) days or portion thereof the violation goes un-remedied, up to a maximum fine of five hundred (\$500.00). An occupancy permit shall only be issued by a Code Enforcement Officer upon the property's compliance with the Guidelines for Housing Quality Standards as well as any pertinent health and life safety issues per the IPMC, IRC, IBC, State and Federal regulations.
4. Owners of all rental units, including those which are subject to agreements providing for contracts of deeds, shall, by January thirty-first (31st) of each year, submit a listing of all property, whether occupied or vacant, which discloses the address and location of each rental unit and whether it is a freestanding unit or one which is connected to other structures and the name(s) of each tenant(s) thereof. In the event the owner of the rental property fails to submit said listing to the Director of Public Works or his/her designee on or before

January thirty-first (31st) of each year, said owner shall be subject to a fine of not less than five hundred dollars (\$500.00).

Section 510.070. Formal Complaint Inspections – When Applicable. (Change to read)

Type I. Rental units shall be exempt from inspections during the three (3) year exemption period set forth in Section 510.040(A), unless formal complaints are received by the Planning Division/Code Enforcement Office of the Department of Public Works which disclose conditions which place the realty in the jurisdiction of the Planning Division/Code Enforcement Office in which event said realty shall be reclassified as Type II.

Section 510.080. Quinquennial Inspections and Enforcement. (Change to read)

A. Quinquennial inspections shall be conducted as follows:

1. *Type I.* A unit having exhausted the three (3) year exemption term shall be subject to a quinquennial inspection the first (1st) year it is in service.
2. *Type II.* All non-exempted rental housing units shall be inspected no less than once every sixty (60) months. *Note: twenty (20) percent of individual property owner's property will be inspected on a yearly basis from a random selection of uninspected units.*
3. Owners of units which fail to successfully pass the quinquennial inspection shall be notified of such failure and shall have thirty (30) days within which to bring said unit to the standards required by the Guidelines of the Housing Quality Standards as well as any pertinent health and life safety issues per the IPMC, IRC, IBC, State and Federal regulations.
4. The time for performing work necessary to successfully pass a biennial inspection may be extended by personnel of the Planning Division/Code Enforcement Office upon cause therefore being demonstrated.
5. Failure of an owner of a unit to correct any minor deficiencies found therein or thereon in either a quinquennial inspection or a formal complaint inspection within thirty (30) days of notification shall result in the landlord being found in violation of this Chapter and subject to a fine of one hundred dollars (\$100.00) for every thirty (30) days or portion thereof the violation goes un-remedied, up to a maximum fine of five hundred dollars (\$500.00).
6. An occupancy permit shall only be issued by a Code Enforcement Officer upon the property's compliance with the Guidelines for Housing Quality Standards as well as any pertinent health and life safety issues per the IPMC, IRC, IBC, State and Federal regulations.

Section 510.090. Inspections and Enforcement. (Change to read)

[R.O. 2009 §15.30.80; Ord. No. 5159 §III, 8-5-1997]

1. All exterior screens must be in place on each window unit and not in a state of disrepair providing the structure does not have a mechanical means of cooling the entire structure i.e. central air conditioning or window air conditioning type unit(s).
2. Exterior screens may or may not be applied to window units if there is a functioning mechanical means of cooling the entire structure i.e. central air conditioning or window air conditioning type unit(s).

Section 510.100. Appeals Board. (Change to read)

- A. Meetings of the Board of Appeals will be called upon receipt of a completed Board of Appeals Application Form or at the direction of the Chairperson.
- B. Notice of meetings of the Board of Appeals will be posted at City Hall with the members receiving first class mail notice of same.
- C. Meetings will be conducted as soon after filing an appeal as may be in order given effect to the law.

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 6152 was introduced and read the first time this 29th day of July, 2019.
- B. Bill Number 6152 was read the second time and discussed this 5th day of August, 2019, and voted as follows:

Evans, _____, Sparks, _____, Merideth, _____,
Self, _____, Settles, _____, Williams, _____,
Burch, _____, thereby being
_____,
becoming ordinance.

- C. Ordinance 6152 shall be in full force and effect from and after Monday, September 16, 2019.

Approved as to form
Tabatha Thurman, City Counselor

Steven Burch, Mayor

Seal / Attest:

Carroll Couch, City Clerk

Council Letter

Date of Meeting: 19-08-05

Originating Department: Code Enforcement Department

To the Mayor and City Council:

Subject: Bill 6157, Article IX of Chapter 130 Rental Ordinance Review Board Dissolution

Attachment(s):

1. Bill 6157

Action Options:

1. 2nd Reading & Approval of Bill 6157
2. Other action Council may deem appropriate

Background:

Because of recent changes to the rental housing inspection process, issues with rental inspections will be handled by the Board of Appeals instead of the Rental Ordinance Review Board. Staff is requesting the dissolution of the Rental Ordinance Review Board.

Staff seeks Council's approval of this bill.

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6157 PROVIDING FOR THE REPEAL OF ARTICLE IX OF CHAPTER 130 OF THE SIKESTON MUNICIPAL CODE, THUS DISSOLVING THE RENTAL ORDINANCE REVIEW BOARD.

WHEREAS, the City intends to use the Board of Appeals for review of appeals of inspections conducted by staff of the Department of Public Works to insure compliance with Section 8 Guidelines of the Housing Quality Standards (HQS) as well as any pertinent health and life safety issues per the IPMC, IRC, IBC, State and Federal regulations.

WHEREAS, the Rental Ordinance Review Board will no longer be staffed by the City, therefore,

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

SECTION I: Article IX of Chapter 130 of the Sikeston Municipal Code is hereby repealed in its entirety.

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

SECTION III: 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 IV: Record of Passage

A. Bill Number 6157 was introduced and read the first time this 29th day of July, 2019.

B. Bill Number 6157 was read the second time and discussed this 5th day of August, 2019, and was voted as follows:

Self _____, Sparks _____, Evans _____,

Settles _____, Meredith _____, Williams _____,

Burch _____, thereby being

_____ ,

becoming ordinance 6157.

C. Ordinance 6157 shall be in full force and effect from and after Monday, September 16, 2019.

Steven Burch, Mayor

Approved as to form
Tabatha Thurman, City Counselor

Seal / Attest:

Carroll Couch, City Clerk

Council Letter

Date of Meeting: 19-08-05

Originating Department: Public Works Department

To the Mayor and City Council:

Subject: 2nd Reading and Consideration, Bill #6161 Subdivision Replat Request

Attachment(s):

1. Bill #6161
2. Plat

Action Options:

1. Conduct 2nd Reading and Approve request
2. Other action Council may deem appropriate

Background:

This is the request from Gary Ozment for the approval to replat all of Lots #3 and Lot 4 and a part of Lot #2 in Block #2 of Kindred's Subdivision (305 & 307 N. Ingram Road) in the City of Sikeston, Scott County, Missouri.

Council read this the first time on July 29, 2019 and unless there are further questions from the Council or the public, staff recommends approval on the second reading at this time.

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6161 PROVIDING FOR APPROVAL OF THE REPLAT OF ALL OF LOTS #3 AND #4 AND A PART OF LOT #2 IN BLOCK #2 OF KINDRED'S SUBDIVISION TO 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 July 9, 2019 and passed a favorable recommendation to approve the subdividing all of Lots #3 and #4 and a part of Lot #2 in Block #2 of Kindred's Subdivision, the plat of which is attached hereto, marked Exhibit "A" and incorporated by reference.

SECTION III: Aforesaid replat is accepted and approved subject to its recording in Scott County, Missouri and full compliance with the building codes and housing ordinances of the City of Sikeston, Missouri, and in the event the provision of aforesaid codes of this City conflict with said replat, the Code shall be determinative.

SECTION IV: Aforesaid replat is accepted subject to full compliance with the stormwater management plan.

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

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

SECTION VII: Record of Passage

A. Bill Number 6161 was introduced and read the first time this 29th day of July, 2019.

B. Bill Number 6161 was read the second time and discussed on this 5th day of August, 2019, and was voted as follows:

Sparks _____, Williams _____, Meredith _____, Settles _____,
Evans _____, Self _____, and Burch _____,
thereby being _____, and becoming ordinance 6161.

C. Ordinance 6161 shall be in full force and effect from and after Wednesday, September 4, 2019.

Steven Burch, Mayor

Approved as to form
Tabatha Thurman, City Counselor

Seal / Attest:

Carroll Couch, City Clerk

Council Letter

Date of Meeting: August 5, 2019

Originating Department: City Manager

To the Mayor and City Council:

Subject: Use Tax Ballot Issue

Attachment(s):

1. Bill Number 6160
2. Frequently Asked Questions

Action Options:

1. Conduct 1st and 2nd Reading of Emergency Bill Number 6160
2. Other Action Council May Deem Necessary

Background:

Over 166 cities and 62 counties in Missouri have adopted a local use tax, including Scott County, New Madrid County, Cape Girardeau County and a number of nearby cities. A use tax is similar to a sales tax, but is imposed on sales of goods from non-Missouri vendors that are intended for use, storage, or consumption in Missouri. It is not a double tax; it is only imposed on sales that are not already subject to sales tax.

Out-of-state vendors currently have an unfair advantage over our local businesses, because they can sell goods to be delivered here without charging their local sales tax or our local sales tax. A use tax would level the playing field for local Sikeston vendors. In addition, as more and more sales have moved from local retailers to online and out of state retailers, sales tax revenue for essential city services and quality of life investments has not kept pace with inflation, reducing the city's buying power and ability to maintain the city services that make Sikeston a great place to live.

Over the last 15 years, taxable sales in Sikeston have increased a total of 11.2%. In the same time period the cumulative inflation rate has been 31.4%. In the past 4 years since the new capital improvement sales tax has been collected, total sales tax collections have actually declined as more and more people have embraced online shopping, which is largely untaxed.

According to the US Department of Commerce, 9% of all retail sales are now occurring online, up from 3% ten years ago; if these sales involve out-of-state vendors, then the sales are not subject to our local sales tax. There is no reason to think this upward trend will not continue. The retail marketplace has fundamentally changed. Prior to the rise of online shopping, consumers were paying local sales tax on the goods they are now purchasing online. Passage of a use tax is essential to closing the online loophole.

That said, the use tax is not exactly the same as an internet sales tax. It is a tax on out-of-state sales that are not otherwise taxed. It will apply to some internet sales but not universally. The State of Missouri cannot require out-of-state companies that do not have a physical presence in Missouri, or do not have a contract with the State of Missouri, to collect and remit use tax. Neither sales taxes nor use taxes will apply to all internet sales until Federal regulations close all the loopholes. Individual consumers will not have to file a use tax return unless they make more than \$2,000 in out-of-state purchases that were not already taxed (this is already a State law).

Much more information regarding the use tax and City finances is included in the attached Frequently Asked Questions.

Council is asked to conduct first and second readings and consider approval of the attached Emergency Bill Number 6160. The bill is presented as an emergency bill in order to comply with State of Missouri election statutes. The bill calls for the following question to be placed on the November 5, 2019 ballot:

Shall the City of Sikeston, Missouri, in order to eliminate the current sales tax advantage that Non-Missouri vendors have over Missouri vendors, place a local use tax on Out-of-State purchases?

This would be at the same rate as the local sales tax, currently 3%. If any local sales tax is repealed, reduced or raised by voter approval, the respective local use tax rate shall also be repealed, reduced or raised by the same action.

A use tax return shall not be required to be filed by persons whose purchases from Out-of-State vendors do not total more than two thousand dollars in any calendar year.

INSTRUCTIONS TO VOTERS: If you are in favor of the question, fill in the oval opposite "YES". If you are opposed to the question, fill in the oval opposite "NO".

☐ Yes

☐ No

AN EMERGENCY ORDINANCE OF THE CITY OF SIKESTON, MISSOURI, IMPOSING A USE TAX FOR GENERAL REVENUE PURPOSES AT THE RATE OF THREE PERCENT (3%) FOR THE PRIVILEGE OF STORING, USING OR CONSUMING WITHIN THE CITY ANY ARTICLE OF TANGIBLE PERSONAL PROPERTY PURSUANT TO THE AUTHORITY GRANTED BY AND SUBJECT TO THE PROVISIONS OF SECTIONS 144.600 THROUGH 144.761 RSMO; PROVIDING FOR THE USE TAX TO BE REPEALED, REDUCED OR RAISED IN THE SAME AMOUNT AS ANY CITY SALES TAX IS REPEALED, REDUCED OR RAISED; AND PROVIDING FOR SUBMISSION OF THE PROPOSAL TO THE QUALIFIED VOTERS OF THE CITY FOR THEIR APPROVAL AT THE GENERAL ELECTION CALLED AND TO BE HELD IN THE CITY ON TUESDAY, NOVEMBER 5, 2019.

WHEREAS, the City has imposed total local sales taxes, as defined in Section 32.085 RSMo, at the rate of three percent (3%); and

WHEREAS, the City is authorized under Section 144.757, RSMo, to impose a local use tax at a rate equal to the rate of the total local sales taxes in effect in the City; and

WHEREAS, the proposed City use tax cannot become effective until approved by the voters at a municipal, county or state general, primary or special election.

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Sikeston, Missouri, as follows:

Section I. Pursuant to the authority granted by, and subject to, the provisions of Sections 144.600 through 144.761 RSMo, a use tax for general revenue purposes is imposed for the privilege of storing, using or consuming within the City any article of tangible personal property. This tax does not apply with respect to the storage, use or consumption of any article of tangible personal property purchased, produced or manufactured outside this state until the transportation of the article has finally come to rest within this City or until the article has become commingled with the general mass of property of this City.

Section II. The rate of the tax shall be three percent (3%). If any city sales tax is repealed or the rate thereof is reduced or raised by voter approval, the city use tax rate also shall be deemed to be repealed, reduced or raised by the same action repealing, reducing or raising the city sales tax.

Section III. This tax shall be submitted to the qualified voters of Sikeston, Missouri, for their approval, as required by the provisions of Section 144.757 RSMo, at the General election hereby called and to be held in the City on the fifth day of November, 2019. The ballot of submission shall contain substantially the following language:

QUESTION

Shall the City of Sikeston, Missouri, in order to eliminate the current sales tax advantage that Non-Missouri vendors have over Missouri vendors, place a local use tax on Out-of-State purchases?

This would be at the same rate as the local sales tax, currently 3%. If any local sales tax is repealed, reduced or raised by voter approval, the respective local use tax rate shall also be repealed, reduced or raised by the same action.

A use tax return shall not be required to be filed by persons whose purchases from Out-of-State vendors do not total more than two thousand dollars in any calendar year.

INSTRUCTIONS TO VOTERS: If you are in favor of the question, fill in the oval opposite "YES". If you are opposed to the question, fill in the oval opposite "NO".

☐ Yes

☐ No

Section IV. Within ten (10) days after the approval of this ordinance by the qualified voters of Sikeston, Missouri, the City Clerk shall forward to the Director of Revenue of the State of Missouri by United States registered mail or certified mail, a certified copy of this ordinance together with certifications of the election returns and accompanied by a map of the City clearly showing the boundaries thereof.

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

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

Section VII. Emergency Clause. This ordinance is adopted as an emergency measure in order to comply with the State of Missouri election statutes.

Section VIII. Record of Passage:

- A. Bill Number 6160 was introduced to Council and read the first time this 5th day of August 2019.
- B. Bill Number 6160 was read the second time this 5th day of August 2019, discussed and voted as follows:
- Evans _____, Williams _____, Settles _____,
Merideth _____, Self _____, Sparks _____,
and Burch _____, thereby being _____.
- C. Ordinance 6160 shall be in full force and effect immediately upon passage.

Steven Burch, Mayor

Approved as to Form
Tabatha Thurman, City Counselor

Seal/Attest:

Carroll L. Couch, City Clerk

DRAFT

Use Tax FAQs

Q: What question is going to be on the November 5, 2019 ballot?

A: "Shall the City of Sikeston, Missouri, in order to eliminate the current sales tax advantage that Non-Missouri vendors have over Missouri vendors, place a local use tax on Out-of-State purchases? This would be at the same rate as the local sales tax, currently 3%. If any local sales tax is repealed, reduced or raised by voter approval, the respective local use tax rate shall also be repealed, reduced or raised by the same action. A use tax return shall not be required to be filed by persons whose purchases from Out-of-State vendors do not total more than two thousand dollars in any calendar year."

Q: What is a "use tax?"

A: A use tax is similar to a sales tax, but is imposed on sales of goods from non-Missouri vendors that are intended for use, storage, or consumption in Missouri. It is not a double tax, it is only imposed on sales that are not already subject to sales tax. Consumers will not pay both a sales tax and use tax.

Q: Why is the City asking me to vote on this?

A: Out of state vendors currently have an unfair advantage over our local businesses, because they can sell goods to be delivered or used here without charging any sales tax. A use tax would level the playing field for local vendors. In addition, as more and more sales have moved from local retailers to online and out of state retailers, sales tax revenues for essential city services and quality of life investments have not kept pace with inflation.

Q: How would a use tax affect me?

A: Certain out of state businesses (those with a physical presence in Missouri or a contract with the State) are required by Missouri law to collect use tax just as they normally collect sales tax on purchases you make in the store. Until the City has an approved use tax, these companies don't collect any revenues for the City to fund essential services like Police, Fire, Streets and Parks. Unless you personally make more than \$2,000 in out of state purchases that are not already subject to sales tax, you will not be required to file a use tax return yourself.

Q: How would a use tax affect local retailers?

A: Local "brick and mortar" stores face the challenge of modern shoppers visiting a store to view the physical products only to turn around and purchase the product online, thus avoiding the local sales tax. A use tax levels the playing field by imposing the same taxes on out-of-state retailers as local retailers. In 2019 so far, 27% more stores have closed nationwide than in all of 2018, and by 2026 more than 75,000 stores nationwide could close their doors largely due to competition from online retailers (*USA Today*, July 3, 2019).

Q: Would the use tax have a sunset?

A: The use tax rate would be the same rate as the total local sales tax, currently 3%. Per State law, if any of the local sales taxes sunset or are repealed, reduced or raised by voter approval, the respective local use tax rate shall also sunset or be repealed, reduced or raised by the same action.

Q: Is use tax the same as internet sales tax?

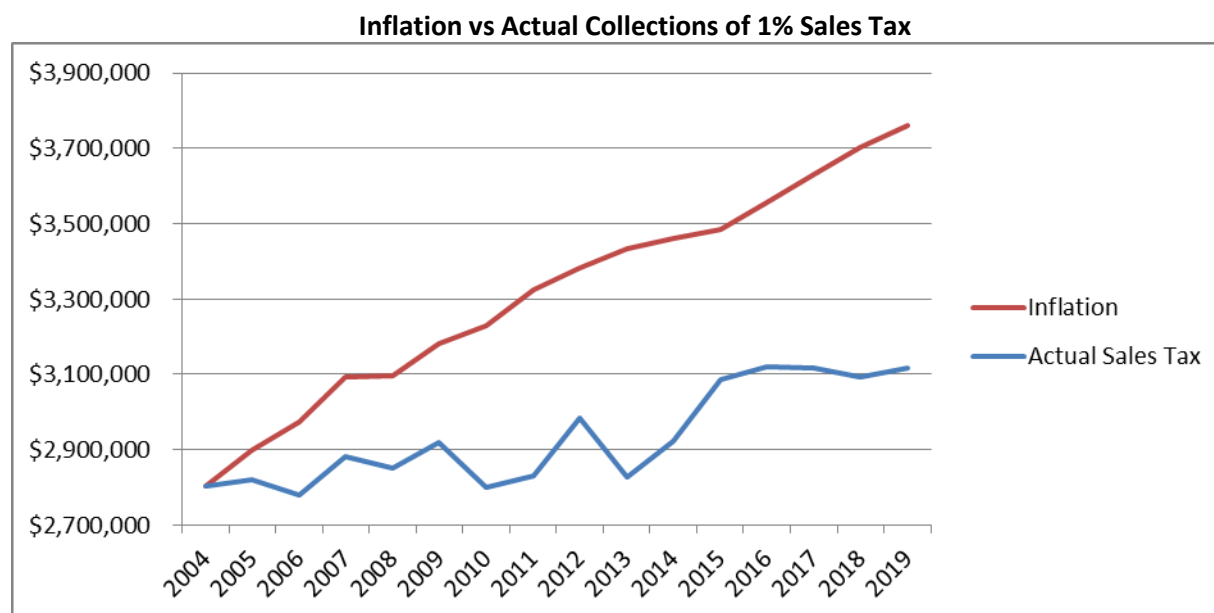
A: No. It is a tax on out-of-state sales that are not otherwise taxed. It will apply to some internet sales but not universally. The State of Missouri cannot require out-of-state companies that do not have a physical presence in Missouri, or do not have a contract with the State of Missouri, to collect and remit use tax. Neither sales taxes nor use taxes will apply to all internet sales until Federal regulations close all the loopholes. Individual consumers will not have to file a use tax return unless they make more than \$2,000 in out-of-state purchases that were not already taxed (this is already a State law).

Q: What percentage of retail sales are made online?

A: According to the US Department of Commerce, 9% of all retail sales are now occurring online, up from 3% ten years ago; if those sales involve out-of-state vendors, then the sales are not subject to the local sales tax. There is no reason to think this upward trend will not continue. The retail marketplace has fundamentally changed. Prior to the rise of online shopping, consumers were paying local sales tax on the goods they are now purchasing online. Passage of a use tax is essential to closing the online loophole.

Q: What is the local trend for sales tax revenues?

A: In the past 4 years since the new capital improvement sales tax has been collected, total sales tax collections have actually declined slightly, while total City operating expenses have grown about 8%. This is an unsustainable trend. Over the last 15 years, taxable sales have increased a total of 11.2%. In the same time period inflation has increased 31.4%.



Q: What other local economic trends are observed?

A: Under the Hancock Amendment to the Missouri Constitution, local property taxes grow only at the rate of inflation as determined by the State of Missouri. Property taxes only make up 14% of the City's revenues compared to sales taxes which make up 62%. In the last 6 years, Sikeston has experienced over \$166 million in residential and commercial construction, with at least 132 new single family homes built. Despite this growth, sales tax revenues have fallen far behind inflation, suggesting that the shift to online shopping has more than offset the increase in local customers.

Q: How much would the use tax generate?

A: In 2016 the Missouri Municipal League analyzed taxable sales around the State and estimated that a use tax in Sikeston could generate a little over \$400,000 annually.

Q: How would the money generated by a use tax be used?

A: The money generated by the use tax is essentially the same money that should have been generated by local sales taxes but has disappeared due to more and more sales shifting online. Any money generated by a use tax would fund essential City services such as Police, Fire, Streets and Parks operations, as well as investments in projects that enhance quality of life and economic vitality in Sikeston.

Q: How does the City spend our money now?

A: The City spends about 48% of the annual budget on Public Safety (Police, Fire, and 911), 19% on Public Works (Streets, Drainage, Airport and Maintenance), 15% on Administrative and Governmental Services (Finance, Human Resources, Risk Management, Administration), 10% on Solid Waste Disposal, 6% on Parks, and 2% on the Court.

Q: How does use tax actually get collected?

A: The State of Missouri already has a use tax in place at the same rate as the State of Missouri sales tax. When something that is subject to the use tax is purchased out-of-state for the intended storage, use or consumption in Missouri, AND local sales tax is not paid on the purchase, AND the seller has a physical presence in the State of Missouri or a contract with the State, then that seller collects use tax and remits it to the State of Missouri just like a Missouri seller would do with sales tax. If the above factors are not present, and the buyer purchases more than \$2,000 annually from out-of-state sellers, then the buyer is required by current State law to fill out a use tax return and submit it to the State of Missouri.

Q: Would use tax apply to purchases made from sellers in other Missouri cities?

A: No. If you buy a taxable item in another city or county, even if it is delivered to Sikeston, you pay the sales tax rate in that jurisdiction where the seller is located.

Q: What other cities and counties have adopted a use tax?

A: Voters in over 166 Missouri cities and 62 counties have adopted a use tax as of May 2018, including the following cities in our area: Dexter, New Madrid, Perryville, St Genevieve, Benton, Chaffee, Kennett, Miner, Bloomfield, Lilbourn, Parma, and Advance. Voters in New Madrid County, Scott County, and Cape Girardeau County have also adopted use taxes.

Q: If voters approve the use tax, when will it go into effect?

A: The tax would begin to be collected January 1, 2020.