TENTATIVE AGENDA

SPECIAL CITY COUNCIL MEETING
SIKESTON CITY HALL

Monday, January 29, 2018
11:30 A.M.

I. CALL TO ORDER

II. RECORD OF ATTENDANCE

III. OPENING PRAYER

IV. PLEDGE OF ALLEGIANCE

V. ITEMS OF BUSINESS
   A. Appointment to Scott County Extension Council
   B. 2nd Reading & Consideration, Bill #6083, Replat Lot B-1 of Belz*Burrow’s, 2nd Addition
   C. 1st Reading, Bill #6086, Taxicab Services Amended
   D. 1st Reading, Bill #6087, Battery Backup Units at Traffic Signals
   E. Briefing: Digital Sign for Recreation Complex
   F. Briefing: Drop-Off Recycling Locations
   G. Receive Annual Financial Audit
   H. Other Items As May Be Determined During the Course of the Meeting

VI. ADJOURNMENT INTO EXECUTIVE SESSION

           Property (RSMo 610.021(2))
           Personnel (RSMo 610.021(3))

VII. ADJOURNMENT

Dated this 246th day of January 2018.

__________________________
Carroll Couch, 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.
Council Letter

Council Letter: 18-01-29

Originating Department: Department of Governmental Services

To the Mayor and City Council:

Subject: Appointment to Scott County Extension Council

Attachments: None

Action Options:
A. Make appointment for 2-year term
B. Other action as may be deemed appropriate

Background:
The City has been contacted by David Reinbott of the Scott County Extension Office regarding the appointment of a City representative to the Scott County University of Missouri Extension Council. The term of the City’s current appointee, Alice Jackson, expires on February 28, 2018. She has served two consecutive terms and is not eligible for reappointment.

The Extension Council is comprised of elected and appointed citizens, and partners with Missouri’s land-grant universities to deliver education and research-based information to area residents. It meets at 7 p.m. on the first Tuesday of the month at the Scott County Extension Center in Benton.

Term: March 1, 2018 through February 29, 2020

Applicants: (Must be a resident of Sikeston)
Andrea Baker, 111 Greenbriar Dr.
Susan Howle Werner, 938 North West St.
To the Mayor and City Council:

Subject: 2nd Reading Bill #6083, Replat Request

Attachment(s):
1. Bill #6083
2. Plat

Action Options:
1. Conduct 2nd reading of Bill #6083 and approve request.
2. Other action Council may deem appropriate

Background:

Staff received a request from Lambert Engineering and Surveying to replat Lot B-1, of Belz-Burrow’s, 2nd Addition to the City of Sikeston, New Madrid County, Missouri. This is the lot with the former Simply Swirled building.

Council read this the first time on January 8, 2018 and unless there are further questions from the Council or the public, staff recommends that Council approve the request.
THIS BILL AS APPROVED SHALL Become ORDINANCE NUMBER 6083 PROVIDING FOR APPROVAL OF THE RE-PLAT OF LOT B-1 OF BELZ*BURROW’S, 2ND ADDITION TO THE CITY OF SIKESTON, NEW MADRID 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 December 12, 2017 and passed a favorable recommendation to approve the replat of Lot B-1, of Belz*Burrow’s, 2nd Addition to the City of Sikeston, New Madrid County, Missouri, 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 6083 was introduced and read the first time this 8th day of January 2018.

B. Bill Number 6083 was read the second time and discussed on this 29th day of January 2018 and was voted as follows:

Self __________, Evans ____________, Settles ____________.
Merideth __________, White-Ross ____________, Gilmore __________,
and Burch __________

thereby being __________, and becoming ordinance 6083.

C. Ordinance 6083 shall be in full force and effect from and after Wednesday, February 28, 2018.

Steven Burch, Mayor

Approved as to form
Charles Leible, City Counselor

Seal / Attest:

Carroll Couch, City Clerk
Council Letter

Date of Meeting: 18 – 01 – 29

Originating Department: City Manager/Governmental Services

To the Mayor and City Council:

Subject: Bill 6086, Taxicab Service

Attachment(s):
1. Bill 6086
2. Photograph of local taxicab vehicle

Action Options:
1. First Reading of Bill Number 6086
2. Other action Council may deem appropriate

Background:

Bill #6086 will amend city code pertaining to signage on city approved taxicabs, which is currently inconsistent in the manner of display and application methods. Some taxi information has been hand applied to vehicles by means of paint in a non-aesthetically appealing manner, while other taxis have professionally applied signage.

The City of Sikeston has been requested by its stakeholders to address this matter.

The purpose of this update to existing policy is to clarify the method, placement, and type of signage required by the city on city approved taxicabs.

Second reading and approval of this bill will be conducted at the February 5th Council meeting.
THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6086 AND SHALL AMEND CHAPTER 640 OF THE SIKESTON MUNICIPAL CODE ESTABLISHING ADDITIONAL PROVISIONS REGARDING TAXICABS 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: Section 640.020 shall be amended to read as follows:

Section 640.020 – Defined
Whenever used in this Chapter, the term “taxicab” means every motor vehicle used to transport persons for a charge or fee within the corporate limits of the City, except Transportation Network Companies regulated separately by the State of Missouri.

SECTION III: Section 640.060 shall be amended to read as follows:

Section 640.060 – Vehicle Identification
Every motor vehicle being used as a taxicab shall have printed on both sides and the rear of the vehicle written designation that it is a “Taxi”, the name of the cab company or the owner thereof and the identification number of such taxicab, in legible letters professionally stenciled or applied vinyl of not less than four (4) inches. Hand written letters shall not be considered legible.

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 6086 was introduced and read the first time this 29th day of January, 2018.

B. Bill Number 6086 was read the second time and discussed this 5th day of February, 2018, and voted as follows:

Evans, _________, Gilmore, _________, Merideth, _________,
Self, _________, Settles, _________, White-Ross, _________.

Burch, _________, thereby being

______________________________

becoming ordinance 6086.

C. Ordinance 6086 shall be in full force and effect from and after Wednesday, March 7, 2018.

______________________________

Steven Burch, Mayor

Approved as to form
Charles Leible, City Counselor

Seal / Attest:

______________________________

Carroll Couch, City Clerk
Credit/debit cards accepted

LOCAL, LONG DIST
DELIVERIES Senior + Military

573-620-8246

DO AID
TH O I DRI

OUT 2978451
Council Letter

Date of Meeting: 18-01-29

Originating Department: Public Works Department

To the Mayor and City Council:

Subject: 1st Reading, Bill #6087, Authorization for the Mayor to sign a contract with Missouri Highways and Transportation Commission

Attachment(s):

1. Bill #6087
2. Exhibit “A”

Action Options:

1. 1st Reading and Briefing only. Council action will be requested on February 5, 2018.

2. Other action Council may deem appropriate

Background:

This ordinance pertains to an agreement with MoDOT to install battery backup units at 6 traffic signal locations. These are the remaining 6 traffic signals. These include the following intersections:

- US 61 (Main Street) and Lake Street
- US 61 (Main Street) and Plantation Blvd.
- US 61 (Main Street) and Larcel Drive
- US 62 (Malone Avenue) and US 61 (Kingshighway)
- US 62 (Malone Avenue) and New Madrid Street
- US 62 (Malone Avenue) and N. West Street

The arrangement of the agreement is that the City will provide the materials, and MoDOT will install and maintain them. Any future battery costs will be divided 50/50.

The anticipated cost of these six units is $23,100 and is included in this year’s budget.
THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6087 AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF SIKESTON, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION PROVIDING FOR THE INSTALLATION OF UNINTERRUPTED POWER SUPPLY UNITS (HEREINAFTER “UPS”) AT TRAFFIC SIGNALS IN THE CITY.

WHEREAS, THE CITY BELIEVES THAT THE INSTALLATION OF UNINTERRUPTED POWER SUPPLY UNITS AT CERTAIN INTERSECTIONS IS IN THE BEST INTEREST OF ITS RESIDENTS.

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

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

SECTION II: That the Agreement set forth on “Exhibit A” set forth the various responsibilities and liabilities of the parties regarding the installation of UPS.

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

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

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

SECTION VI: Record of Passage:

A. Bill Number 6087 was introduced to Council and read the first time this 29th day of January 2018.

B. Bill Number 6087 was read the second time this 5th day of February 2018, discussed and was voted as follows:

   Self_______, Evans_____________, Settles__________,
   Merideth,_______, White-Ross_______, Gilmore______,
   and Burch__________________
   thereby being__________________
   becoming Ordinance 6087.

C. Ordinance 6087 shall be in full force and effect March 7, 2018.

   ________________________________
   Steven Burch, Mayor

Approved as to Form
Charles Leible, City Counselor

SEAL/ATTEST:

_____________________________
Carroll Couch, City Clerk
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
AGREEMENT FOR THE INSTALLATION OF
TRAFFIC SIGNAL COMPONENTS TO BE MAINTAINED
BY THE COMMISSION

This Agreement is made and entered into by and between the Missouri
Highways and Transportation Commission (hereinafter, "Commission"), whose
address is P.O. Box 270, 105 W. Capitol, Jefferson City, Missouri 65102, and City
of Sikeston, Scott County, Missouri (hereinafter, “City”), whose address is 105 East
Center, Sikeston, MO, 63801.

WITNESSETH:

WHEREAS, the Commission owns and operates, as part of the State
Highway System, Traffic Signals in the City; and

WHEREAS, the City is desirous of the installation of Uninterrupted Power
Supply Units (hereinafter “UPS”), at the Traffic Signals in the City.

NOW, THEREFORE, in consideration of the mutual covenants, promises and
representations contained herein, the parties agree as follows:

(1) OWNERSHIP: The Commission represents that it is the owner of
certain property located at the Traffic Signal locations in City.

(2) PROPOSAL: The City proposes and the Commission will allow the
installation of a UPS at Traffic Signals in the City.

(3) LOCATION: The general location of the UPS to be installed pursuant
to this Agreement is at the intersections listed below in the City.

Traffic Signals at the Following Locations:
US 62 (Malone Street) and US 61 (Kingshighway)
US 62 (Malone Street) and New Madrid St.
US 62 (Malone Street) and N. West St.
US 61 (Main Street) and Lake St.
US 61 (Main Street) and Plantation Blvd.
US 61 (Main Street) and Larcel Dr.

(4) COSTS: All costs associated with purchasing the UPS will be borne
entirely by the City, with no cost incurred by the Commission.
(5) INSTALLATION: The installation of the UPS will be performed by the Commission's forces.

(6) MAINTENANCE: Upon completion of construction of this improvement, the Commission shall accept control and maintenance of the UPS installed and shall thereafter keep, control, and maintain the same, and for all purposes, a part of the State Highway System. Any cost associated with maintaining the UPS and/or battery replacement will be shared on a 50/50 basis between the City and the Commission.

(7) REMOVAL:

(A) If the Applicant fails to comply with the provisions stated herein regarding the maintenance responsibilities, the Commission may remove the UPS.

(B) If the Commission, in its sole discretion, determines that the UPS is no longer justified, the Commission may remove the UPS.

(C) If the Commission, in its sole discretion, determines that the UPS should be removed or eliminated as part of a highway or transportation project, the Commission may remove the UPS.

(D) If the Commission, in its sole discretion, determines that the removal of the UPS from the Commission's right of way is in the best interests of the state highway system, the Commission may remove the UPS.

(E) If the Commission removes the UPS in accordance with any provision of this Agreement, the Commission will not reimburse the Applicant for the cost or value of the UPS.

(8) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(9) UTILITY LOCATING RESPONSIBILITY: The Commission shall be
responsible for any utility locate request information at the intersection(s) concerning
the cable(s) to the traffic signal cabinet, the pullbox(es) and conduit(s) which are not
located on Commission right of way.

(10) **AMENDMENTS**: Any change in this Agreement, whether by
modification or supplementation, must be accomplished by a formal contract
amendment signed and approved by the duly authorized representative of the City
and the Commission.

(11) **ASSIGNMENT**: The City shall not assign, transfer or delegate any
interest in this Agreement without the prior written consent of the Commission.

(12) **LAW OF MISSOURI TO GOVERN**: This Agreement shall be
construed according to the laws of the state of Missouri. The City shall comply with
all local, state and federal laws and regulations relating to the performance of this
Agreement.

(13) **VENUE**: It is agreed by the parties that any action at law, suit in
equity, or other judicial proceeding to enforce or construe this Agreement, or
regarding its alleged breach, shall be instituted only in the Circuit Court of Cole
County, Missouri.

(14) **SECTION HEADINGS**: All section headings contained in this
Agreement are for the convenience of reference only and are not intended to define
or limit the scope of any provision of this Agreement.

(15) **AUTHORITY TO EXECUTE**: The signers of this Agreement warrant
that they are acting officially and properly on behalf of their respective institutions
and have been duly authorized, directed and empowered to execute this Agreement.

(16) **ENTIRE AGREEMENT**: This Agreement represents the entire
understanding between the parties regarding this subject and supersedes all prior
written or oral communications between the parties regarding this subject.

(17) **VOLUNTARY NATURE OF AGREEMENT**: Each party to this
Agreement warrants and certifies that it enters into this transaction and executes this
Agreement freely and voluntarily and without being in a state of duress or under
threats or coercion.

(18) **SOLE BENEFICIARY**: This Agreement is made for the sole benefit of
the parties hereto and nothing in this Agreement shall be construed to give any
rights or benefits to anyone other than the Commission and the City.

(19) **REIMBURSEMENT**: As specified in paragraph (6), any costs
associated with the maintenance of the UPS and/or battery replacement will be
shared on a 50/50 basis between the City and the Commission. The Commission
will be responsible for 100% of the costs and will seek reimbursement of 50% of the maintenance costs from the City as maintenance events occur. The Commission will deliver an invoice to the City for the City’s share of maintenance costs and the City shall pay the invoice within thirty (30) days of receipt.
IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the _________________ this ___ day of ____________, 20__.

Executed by the Commission this ____ day of _______________, 20__.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

By______________________________
Title_____________________________

ATTEST:
________________________________
Secretary to the Commission

CITY OF SIKESTON, MISSOURI

By______________________________
Title_____________________________

ATTEST:
By______________________________
Title_____________________________

Approved as to Form:
________________________________
Commission Counsel

Approved as to Form:

________________________________
Title_____________________________
Council Letter

Date of Meeting: 18-01-29

Originating Department: Public Works

To the Mayor and City Council:

Subject: Briefing, Purchase of Digital Sign for the Recreation Complex

Attachments:

1. Markup of recommended size and location of Digital Sign

Background:

The Parks and Recreation Department budgeted $25,000.00 from the Capital Improvement Fund for a new digital sign at the Recreation Complex. The digital sign for the Recreation Complex was budgeted in an effort to promote recreational opportunities offered by either the Parks and Recreation Department and the various sports leagues who utilize the Recreation Complex for league play. The entities that use the Complex for sports include the YMCA, Sikeston Area Youth Baseball, Sikeston Youth Soccer League, and the Jaycee Football League. The sign can also be used by tournament organizers who want to host tournaments at the Recreation Complex.

A key benefit for having a digital sign would be the potential revenue it can bring in. This would require having a marketing plan that would be designed by the Park and Recreation Department. As we look for more ways to strengthen our relationships with potential sponsors this would be a great addition. The Parks and Recreation Department can package deals with sponsors that would include either being a baseball or softball field sponsor along with a certain amount of time to advertise on the digital sign. We can charge event organizers that want to promote local events as well. There are opportunities to package deals with users that rent the Clinton Building for weddings or other family events. We can put a picture on the sign of the happy couple or family on the sign and a charge fee for that that would be separate from their rental fees.

The type of digital sign that staff recommends is a 3 x 8 twin full color 20 mm display with a Pixel Matrix Size of 48 x 112. It would come with a 2 x 8 non-illuminated aluminum ID sign as the topper. The placement of the digital sign would be close to the north side entrance of the Recreation Complex off of Ingram Road. The cost projection of the sign is $32,000.00 which is $7,000 over budget.
D/F NON-ILLUMINATED
MAIN ID WITH TWIN FULL COLOR
ELECTRONIC DISPLAY

Custom fabricated Main ID is 100% aluminum to a single steel support pipe.
Acrylic Polyurethane painted finish on all exposed metal surface areas.
Main ID Logo Copy is non-illuminated first surface applied Graphic Vinyl Film with Digital Print and UV laminate as required.

Display Option No. 3

- Twin Full Color 20 MM Display with Wireless or Direct Ethernet Control
- LED RGB
- Pixel Matrix Size: 48 X112
- Cabinet Size:
  Live area: 37.62'H X 87.75"W X 6.625"D
- Custom aluminum support cover

Qty.: 1 Ea.

O.A.H.: 159\(\frac{3}{8}\)" (13'-3\(\frac{3}{8}\)"

MAP 15394 Red Ferrari
MAP Black
Display Option No. 3

Custom non-illuminated main ID with pole cover.
Campenella north.
Overall height: 13'-3''

Display Option No. 4

Custom non-illuminated main ID with pole cover.
Campenella north.
Overall height: 15'-3½''
Council Letter

Date of Meeting: January 29, 2018

Originating Department: City Manager

To the Mayor and City Council:

Subject: Recycling Drop Off Container Locations

Attachment(s):

1. Photo of recycling container
2. Aerial photos of potential container locations

Action Options:

1. Briefing Only
2. Other Action Council May Deem Necessary

Background:

The City entered into a new contract with Sonny's Solid Waste for residential solid waste pickup and recycling, effective August 1, 2017. The contract calls for Sonny’s to located three drop off recycling containers in the city: at Fire Stations 1 and 3, and at Sonny’s headquarters on Smith Street. The containers are roughly 21’ long by 9’ deep by 6’ tall; a photo of one of the containers is attached. The rationale for locating the containers at fire stations was so that they would be in areas that are either on camera or have staff on site 24/7, thus offering some deterrence to the dumping of non-recyclable material.

Staff is seeking Council direction and ideas as to where to place the new containers.

At Fire Station 1 (on North West) there are several locations a container could potentially be placed, one of which is outlined in dashed lines on the attached aerial photo. That location was intended for parking but is lightly used, and ample other parking is available.

At Fire Station 3 (Ables and Illinois) as we began envisioning exactly where a container could be placed, it became apparent that the site is not well suited to housing a recycling container. The drives are not large enough to accommodate a container and a vehicle utilizing the container, and still allow fire trucks and ambulances to get by. Even creating a concrete or gravel pad adjacent to the drives does not allow enough room.
As an alternative to Fire Station 3, staff has identified a location along St John’s Drive, on the city-owned Essex Building lot and right-of-way across the street from the airport (see attached aerial photo). A gravel pad could be created and the area is monitored by a nearby DPS camera (which fact could be pointed out on signage we would place at the site).

Staff is seeking direction regarding the sites above mentioned, or whether Council has ideas for other sites that would be better suited to hosting a drop off recycling container.
Date of Meeting: January 29, 2017

Originating Department: City Manager

To the Mayor and City Council:

Subject: FY2017 Audit

Attachment(s):

1. Hard copies of the FY2017 Audit will be available to the Council at the meeting
2. Electronic copies of the audit are available at www.sikeston.org

Action Options:

1. Receive FY2017 Financial Audit
2. Other Action Council May Deem Necessary

Background:

Every year, the city undergoes an independent audit of its financial statements by a certified public accountant. The audit of the Fiscal Year 2017 financials has been completed by Bucher, Essner and Miles, L.L.C. and is available for review by the City Council and the public. Hard copies of the audit will be available to the Council at the January 29 meeting, and it is also posted at http://www.sikeston.org/financial_and_annual_reports/index.php for free 24/7 access by the public.

The auditor’s report expresses the opinion that the city’s financial statements “present fairly, in all material respects, the respective financial position” of the city’s funds (see p.2). The audit “did not identify any deficiencies in internal controls that we consider to be material weaknesses” (p.113). The audit also notes “no transactions entered into by the City of Sikeston during the year for which there is a lack of authoritative guidance or consensus,” (cover letter) and that the combined fund balances increased $278,000 from the prior year (p.5).

City staff is happy to answer any questions the Council may have regarding the audit, and if needed, we can schedule a time for the auditor to appear before the Council to answer questions.