



105 E. Center Street  
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TENTATIVE AGENDA

Amended

REGULAR CITY COUNCIL MEETING  
SIKESTON CITY HALL

Monday, August 7, 2017  
5:00 P.M.

- I. CALL TO ORDER
- II. RECORD OF ATTENDANCE
- III. OPENING PRAYER
- IV. PLEDGE OF ALLEGIANCE
- V. APPROVAL OF CITY COUNCIL MINUTES
  - A. Regular Council Minutes June 05, 2017
  - B. Special Council Minutes June 15, 2017
  - C. Special Council Minutes June 26, 2017
  - D. Special Council Minutes July 20, 2017
- VI. ACCEPTANCE OF BOARD AND COMMISSION MINUTES
  - A. Housing Authority Board May 08, 2017
  - B. Housing Authority Board June 12, 2017
  - C. LCRA March 20, 2017
  - D. LCRA April 17, 2017
  - E. LCRA May 15, 2017
  - F. Library Board May 08, 2017
  - G. Library Board June 05, 2017
  - H. Planning & Zoning April 11, 2017
- VII. ADVISORY BOARD COUNCIL LIAISON REPORTS
- VIII. ITEMS OF BUSINESS
  - A. Update: 2017 Boards & Commission Appointments
  - B. Collective Bargaining Agreement – IBEW Contract
  - C. Authorization to Purchase SCBA Air Bottles
  - D. Authorization to Approve Engineering Services Contract for Rail Trail Project
  - E. Other Items As May Be Determined During the Course of the Meeting
- IX. ADJOURNMENT

Dated this 2<sup>nd</sup> day of August 2017

  
Carroll Couch, City Clerk

**REGULAR CITY COUNCIL MEETING**  
**June 5, 2017**

The regular Sikeston City Council meeting of July 5, 2017 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 Councilmen Jon Gilmore, Ryan Merideth, Gerald Settles, and Mary White-Ross. Councilwoman Karen Evans was absent. Staff in attendance were: City Counselor Chuck Leible, City Clerk Carroll Couch, City Treasurer Karen Bailey, Governmental Services Director Linda Lowes, Public Safety Director Mike Williams, Public Safety Captain James McMillen, Public Works Director Jay Lancaster, Parks Director Dustin Care, Street Superintendent Brian Dial, and Street Supervisor Darren Martin.

**APPROVAL OF CITY COUNCIL MINUTES**

City Council minutes of May 1, May 18 and May 22, 2017 were presented for approval. Councilman Gilmore moved to approve the minutes as presented. Councilman Self seconded the motion and the following roll call vote was recorded:

Gilmore Aye, Merideth Aye, Self Aye, Settles Aye,  
White-Ross Aye, and Burch Aye, thereby being passed.

**ACCEPTANCE OF BOARD AND COMMISSION MINUTES**

Minutes from various board and commission meetings were presented to the City Council. Councilwoman Mary White-Ross moved to approve the minutes as presented. The motion was seconded by Councilman Self and voted as follows:

Gilmore Aye, Merideth Aye, Self Aye, Settles Aye,  
White-Ross Aye, and Burch Aye, thereby being passed.

**ADVISORY BOARD COUNCIL LIAISON REPORTS**

No comments were heard.

**ITEMS OF BUSINESS**

**Adoption: Resolution 17-6-01, Supporting the Designation of the Future I-57 Corridor**

A coalition of Arkansas and Missouri communities is seeking regional, state and national support for the designation of a future interstate highway. The proposed route will connect Chicago to Little Rock, Arkansas via I-57, US Highway 60 and US Highway 67. Resolution 17-06-01 communicates Sikeston's support.

Counselor Leible presented Resolution 17-06-01 for reading.

RESOLUTION 17-06-01

A RESOLUTION OF THE CITY OF SIKESTON, MISSOURI, REQUESTING THAT CORRIDORS FROM THE ARKANSAS-MISSOURI STATE LINE THROUGH POPLAR BLUFF AND DEXTER, MISSOURI, TO SIKESTON, MISSOURI, BE DESIGNATED AS A FUTURE INTERSTATE.

WHEREAS, US Highway 67 is currently built to interstate standards for 121 miles from Interstate 40 in North Little Rock, Arkansas to US Highway 412 in Walnut Ridge, Arkansas; and

WHEREAS, US Highway 67 in Arkansas is designated by Congress as High Priority Corridor 89 and future Interstate 57 in the FY 2017 Omnibus Appropriations Act; and

WHEREAS, The Arkansas congressional delegation has requested language that would designate a general corridor from Walnut Ridge, Arkansas, to the state line as a future Interstate; and

WHEREAS, US Highway 67 is currently built to interstate standards for 5 miles from Missouri Highway M to US Highway 60 in Poplar Bluff; and

WHEREAS, US Highway 60 is currently built to interstate standards for 6 miles from US Highway 67 to Missouri Highway T in Poplar Bluff, MO; and

WHEREAS, US Highway 60 has an interchange at Missouri Highway 51 in Fisk, an interchange at Missouri Highway WW/TT in Dudley, and an interchange at Missouri Highway 61 in Sikeston built to interstate standards; and

WHEREAS, US Highway 60 is currently built to interstate standards for 3 miles from Missouri Highway AD to Missouri Highway 25 in Dexter, MO; and

WHEREAS, US Highway 67 in Missouri is designated by Congress as High Priority Corridor No. 61 under the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA); and

WHEREAS, Designating corridors as a future interstate from Walnut Ridge, Arkansas, generally northeast to the Arkansas-Missouri state line, continuing generally north to Poplar Bluff, Missouri, then following US Highway 60 to Interstate 57 in Sikeston, Missouri, will promote economic development opportunities for our community and our region along this highway corridor; and

WHEREAS, Upgrading US Highway 67 and US Highway 60 to an interstate quality corridor will improve safety and reduce fatalities, address roadway deficiencies, meet projected traffic demand and congestion, and enhance system linkage on a national scale.

NOW THEREFORE, BE IT RESOLVED that the Mayor and City Council of the City of Sikeston, Missouri, hereby request that a portion of US Highway 67 and US Highway 60 be designated as a future interstate.

Read this 5<sup>th</sup> day of June, 2017, Councilman Merideth moved to approve Resolution 17-06-01. The motion was seconded by Councilman Settles, discussed and voted upon as follows:

Gilmore Aye, Merideth Aye, Self Aye, Settles Aye,  
White-Ross Aye, and Burch Aye, thereby being passed.

Airport Hangar Ground Lease

Counselor Leible presented a 10 year hangar lease with Jeff Hux with two - five year extensions. The contract will contain a rent escalator clause and provide details for the fair market value buy-out should the City terminate the lease for use by the City.

Councilman Gilmore moved to approve the hangar lease as presented. The motion was seconded by Councilman Settles and the following vote recorded:

Gilmore Aye, Merideth Aye, Self Aye, Settles Aye,  
White-Ross Aye, and Burch Aye, thereby being passed.

Bill Number 6059, Amending FY-17 Budget Ordinance

Councilman Merideth moved for the second reading of Bill Number 6059. The motion was seconded by Councilwoman White-Ross and the following vote recorded:

Gilmore Aye, Merideth Aye, Self Aye, Settles Aye,  
White-Ross Aye, and Burch Aye, thereby being passed.

Counselor Leible presented the bill for reading.

BILL Number 6059

ORIDINANCE Number 6059

THIS BILL AS ADOPTED SHALL BECOME AN EMERGENCY ORDINANCE NUMBER 6059, AND SHALL AMEND ORDINANCE NUMBER 6025, THE FY-17 BUDGET.

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

SECTION I: GeneralA. Codification:

1. This ordinance shall not be codified as part of the SIKESTON MUNICIPAL CODE.
2. Ordinance Number 6025 is hereby amended to read as follows:

SECTION II: Appropriations

- A. General Fund 010: The sum of \$10,711,927 is hereby appropriated out of revenues accruing to the CITY, transfers from other Funds and Fund balance, for the payment of operating and capital expenses, for designated governmental services.
- B. Transportation Sales Tax 025: The sum of \$1,614,374 is hereby appropriated out of Sales Tax Revenue accruing to the City and available Fund balance, to provide financial support for construction, reconstruction, repair and maintenance of streets, street drainage, roads, bridges and equipment necessary for same, in accordance with the provisions of the Transportation Sales Tax Ordinance Number 4775.
- C. Essex Fund 031: The sum of \$1,797,000 is hereby appropriated out of revenues accruing to the City, available fund balances, and transfers from other funds for the purpose of maintaining the Essex building, and other economic development functions.

- D. Park Fund 040: The sum of \$565,068 is hereby appropriated out of revenues accruing to the Park Fund, transfers from other funds and available fund balance for the payment of operating and capital expenses designated for public park functions.
- E. Tourism Fund 065: The sum of \$146,659 is hereby appropriated out of revenues accruing to the Tourism Tax Fund, transfers from other funds, and available Fund balance, for the payment of operating and capital expenses designated for tourism promotion and marketing functions.
- F. Airport Fund 066: The sum of \$391,499 is hereby appropriated out of revenues accruing to the City, transfers from other funds, and available Fund balance, for the payment of Airport Improvements.
- G. 911 Fund 070: The sum of \$736,667 is hereby appropriated out of revenues accruing to the CITY, transfers from other Funds and Fund balance, for the payment or expenses related to E-911 operations.
- H. Capital Improvement Sales Tax Fund 075: The sum of \$2,111,019 is hereby appropriated out of revenues accruing to the City, transfers from other funds and fund balance, for the payment or expenses resulting from designated capital items.
- I. 60/61 TIF District Fund 090: The sum of \$113,576 is hereby appropriated out of revenues accruing to the City, transfers from other funds and fund balance, for the payment of TIF Notes.
- J. 60 West TIF District Fund 091: The sum of \$10,832 is hereby appropriated out of revenues accruing to the City, transfers from other funds and fund balance, for the payment of TIF Bond issuances.
- K. SEDC 096: The sum of \$388,843 is hereby appropriated out of revenues accruing to the City, transfers from other funds and fund balance, for the payment of loan from U.S.D.A. for the DPS Headquarters Building.

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

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

SECTION V: Emergency Clause. This Ordinance is adopted as an emergency measure so that the effective date is prior to the end of FY-17.

SECTION VI: Record of Passage:

- A. Bill Number 6059 was introduced to Council and read the first time this 22<sup>nd</sup> day of May 2017.
- B. Bill Number 6059 was read the second time this 5<sup>h</sup> day of June 2017. Councilman Gilmore moved to approve Bill Number 6059. The motion was seconded by Councilman Self, discussed and the following roll call vote recorded:

Gilmore Aye, Merideth Aye, Self Aye, Settles Aye,  
White-Ross Aye, and Burch Aye, thereby being passed,  
becoming Ordinance 6059.

- C. Upon passage by a majority of the Council, this Bill shall become Ordinance 6059 and shall be in full force and effect.

Bill Number 6060, Adopting Operating Budget for Fiscal Year 2018

Councilman Merideth moved for the second reading of Bill Number 6060. The motion was seconded by Councilwoman White-Ross and the following vote recorded:

Gilmore Aye, Merideth Aye, Self Aye, Settles Aye,  
White-Ross Aye, and Burch Aye, thereby being passed.

Counselor Leible presented the bill for reading.

BILL Number 6060

ORDINANCE Number 6060

THIS BILL AS ADOPTED SHALL BECOME EMERGENCY ORDINANCE NUMBER 6060, AND SHALL BE REFERRED TO AS "THE FY-2018 BUDGET" (JULY 1, 2017 THROUGH JUNE 30, 2018), IT SHALL REPEAL ORDINANCE 6025, BEING THE "FY-17 BUDGET" AND ALL AMENDMENTS THERETO, IT SHALL PROVIDE FOR THE APPROPRIATION OF MONIES AND ADMINISTRATION OF EXPENDITURES OF MONIES RECEIVED BY THE CITY OF SIKESTON IN ACCORDANCE WITH THE ORDINANCE.

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

SECTION I: General

A. Ordinances Repealed:

1. Ordinance Number 6025 and all amendments to the FY-17 Budget are hereby repealed.

B. Codification:

- i. This ordinance as may be amended and the attached detailed financial plan shall not be codified as part of the SIKESTON MUNICIPAL CODE.

C. Purpose and Responsibility:

1. This financial plan or budget, as submitted by the City Manager of the City of Sikeston, hereinafter referred to as "MANAGER" and "CITY" respectively and approved by the City Council, hereinafter referred to as "COUNCIL", shall represent the entire financial plan of anticipated revenues, fund balances and expected expenses of the CITY for the period aforesaid, and shall be referred to collectively as the "FY-2018 BUDGET".

SECTION II: Appropriations

- A. General Fund 010: The sum of \$ 10,645,382 is hereby appropriated out of revenues accruing to the CITY, transfers from other Funds and Fund balance, for the payment of operating and capital expenses, for designated governmental services as itemized, to wit;

- B. Sales Tax Fund 020: The sum of \$ 3,160,847 is hereby appropriated out of Sales Tax Revenue accruing to the CITY and available Fund balance, for payment of operating and capital expenditures for designated governmental functions, in accordance with the provisions of the Sales Tax Ordinance Number 3798.
- C. SAHEC Sales Tax 022: The sum of \$ 61,737 is hereby appropriated out of Sales Tax Revenue accruing to the City and available Fund balance, for payment of expenditures relating to the construction, furnishing, and debt service of the Sikeston Area Higher Education Center.
- D. Transportation Sales Tax 025: The sum of \$ 1,574,460 is hereby appropriated out of Sales Tax Revenue accruing to the City and available Fund balance, for payment of capital item purchases and capital improvements for designated governmental projects and related equipment only, in accordance with the provisions of the Transportation Sales Tax Ordinance Number 4775.
- E. Economic Development 030: The sum of \$ 248,590 is hereby appropriated out of revenues accruing to the City, transfers from other funds, and available fund balances for the payment of operating expenses designated for economic development functions.
- F. Essex Fund 031: The sum of \$ 1,325,000 is hereby appropriated out of revenues accruing to the City, available fund balances, and transfers from other funds for the purpose of maintaining the Essex building, and other economic development functions.
- G. Park Fund 040: The sum of \$ 599,782 is hereby appropriated out of revenues accruing to the Park Fund, transfers from other funds, and available Fund balance, for the payment of operating and capital expenses designated for public park functions.
- H. Municipal Court Fund 050: The sum of \$ 271,613 is hereby appropriated out of revenues accruing to the CITY, transfers from other funds and fund balance, for the payment or expenses resulting from designated capital items and capital improvements.
- I. Tourism Fund 065: The sum of \$ 150,277 is hereby appropriated out of revenues accruing to the Tourism Tax Fund, transfers from other funds, and available Fund balance, for the payment of operating and capital expenses designated for tourism promotion and marketing functions.
- J. Airport Fund 066: The sum of \$ 563,782 is hereby appropriated out of revenues accruing to the City, transfers from other funds, and available Fund balance, for the payment of Airport Improvements.
- K. 911 Fund 070: The sum of \$ 735,182 is hereby appropriated out of revenues accruing to the CITY, transfers from other Funds and Fund balance, for the payment or expenses related to E-911 operations.
- L. Capital Improvement Fund 075: The sum of \$ 1,887,514 is hereby appropriated out of revenues accruing to the City, transfers from other funds and fund balance, for the payment or expenses resulting from designated capital items.
- M. 60 West TIF District Fund 091: The sum of \$ 90,288 is hereby appropriated out of revenues accruing to the City, transfers from other funds and Fund balance, for the

payment of Public Improvements.

- N. 60/61 TIF District Fund 090: The sum of \$ 88,000 is hereby appropriated out of revenues accruing to the City, transfers from other funds and fund balance, for the payment of TIF Notes.
- O. Main & Malone TIF District Fund 095: The sum of \$ 179,212 is hereby appropriated out of revenues accruing to the City, transfers from other funds and fund balance, for the payment of TIF Bond issuances.
- P. SEDC 096: The sum of \$261,893 is hereby appropriated out of revenues accruing to the City, transfers from other funds and fund balance, for the payment of loan from U.S.D.A. for the DPS Headquarters Building.

SECTION III: Administration

A. The MANAGER shall be responsible for:

- 1. Ensuring compliance with the provisions of this ordinance; the general and specific administration of the FY-2018 Budget plan and may adopt any supportive policy or procedure he deems appropriate to and in support of such administration.
- 2. Monitoring revenues, fund balances and expenditures to ensure compliance with this ordinance and appropriate use of City funds.
- 3. Disapproving any expenditure and/or disallowing any claim, which in his sole opinion is not justified or not in compliance with this ordinance or City Code or established policy or procedure.
- 4. Authorizing minor transfers, re-appropriation and/or expenditure in excess of specific accounts or Divisional appropriations, provided Fund appropriations based on revenue receipts plus fund balance are not exceeded.
- 5. Drafting or causing to be drafted for Council consideration any amendment to this Ordinance when 1) significant change may be required; 2) to address Council action; revenue(s) and/or expenditure(s) which differ from estimates by greater than ten percent (10%) of the estimates or plan.

B. The CITY CLERK shall be responsible for:

- 1. Confirming and certifying that total expenditures plus encumbrances shall not at any time exceed the total of actual revenue received plus fund balances.
- 2. Providing monthly financial statements to the:
  - a. Council and Manager, summarizing all financial activity of all Funds, in a format to be approved by the Manager.
  - b. Manager containing detailed budget summaries of all Fund, Department and Division financial activity, including direct expenditures and encumbrances, in a format to be approved by the Manager.
  - c. Department heads containing detailed budget summaries of all Personnel, Maintenance and Operation accounts, and Capital Items/Improvements, by line item, for which they are responsible, including expenditures and encumbrances, in a format to be approved by the Manager.
- 3. Ensuring no expenditure is authorized from the Capital Improvement Fund, except as approved by Council and/or Manager action as appropriate and in compliance with the Municipal Code Title 3 et.seq.



4. Developing, implementing, monitoring, revising and/or upgrading the City's accounting system and purchasing policy and procedures, at the direction and with the approval of the Manager.
- C. All Department Heads are responsible for:
1. Exercising prudent management control over each account assigned to their respective department.
  2. Ensuring compliance with this ordinance and policy and procedure currently or as may be established.
  3. Continually striving for the most cost effective method(s) of operation of their department, in all areas including personnel, maintenance, operations and capital expenditures.
- D. No expenditure shall be made for any fund which is not in compliance with this ordinance and/or with the formal detailed financial plan or Budget, City Code and policy or procedure as approved by the Manager.

SECTION IV: Compensation and staffing levels.

- A. Shall be in accordance with the provisions of Ordinance Number 6061.
- B. Administration of Compensation and Staffing Levels shall be in accordance with Ordinance Number 6061.

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

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

SECTION VII: Emergency Clause. This Ordinance is adopted as an emergency measure so that the effective date corresponds with the fiscal year.

SECTION VIII: Record of Passage:

- A. Bill Number 6060 was introduced to Council and read the first time this 22<sup>nd</sup> day of May 2017.
- B. Bill Number 6060 was read the second time this 5<sup>th</sup> day of June, 2017. Councilman Settles moved to approve Bill Number 6060. The motion was seconded by Councilman Merideth, discussed and the following roll call vote recorded:

Gilmore Aye, Merideth Aye, Self Aye, Settles Aye,  
White-Ross Aye, and Burch Aye, thereby being passed,  
becoming Ordinance 6060.

- C. Upon passage by a majority of the Council, this Bill shall become Ordinance 6060 and shall be in full force and effect from and after July 1, 2017.

Bill 6061, Establishing Staffing and Compensation Levels for FY-18

Councilman Merideth moved for the second reading of Bill Number 6061. The motion was seconded by Councilwoman Mary White-Ross and the following vote recorded:

Gilmore Aye, Merideth Aye, Self Aye, Settles Aye,  
White-Ross Aye, and Burch Aye, thereby being passed.

Counselor Leible presented the bill for a second reading.

BILL Number 6061

ORDINANCE Number 6061

THIS BILL AS ADOPTED SHALL BECOME EMERGENCY ORDINANCE NUMBER 6061 AND SHALL REPEAL ORDINANCE NUMBER 6026 BEING THE FY-17 COMPENSATION PLAN AND EMPLOYEE STAFFING LEVEL AUTHORIZATION, AND ALL AMENDMENTS THERETO; AND SHALL ESTABLISH THE EMPLOYEE COMPENSATION PLAN AND STAFFING LEVELS, AND THE ADMINISTRATION THEREOF FOR FISCAL YEAR 2018 (JULY 1, 2017 THROUGH JUNE 30, 2018).

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

SECTION I: General

- A. This ordinance shall not be codified as part of the Sikeston Municipal Code.
- B. This ordinance and all attachments hereto as may be amended shall be incorporated with and become part of the FY-18 BUDGET CODE.

SECTION II: Administration.

- A. The City Manager hereinafter referred to as "MANAGER" shall be responsible for the general and specific provisions of this Ordinance, including but not necessarily limited to:
  - 1. Development, implementation, monitoring and revision of supporting policy and procedure he deems necessary for proper administration and good business practices.
  - 2. Certifying employee compensation records for compliance to the provisions set forth herein and with supporting policy and procedure of II.A.I. Above.
- B. The MANAGER may:
  - 1. Approve higher initial compensation for any staff position authorized, when in his sole opinion such action is appropriate based on:
    - a. Degree of difficulty in attracting the most wholly qualified applicant at the published beginning rate; or
    - b. Specific or special qualifications are required for the position; or
    - c. Preferred/best candidate(s) background, experience and/or special qualifications result in extreme difficulty in recruiting at the regular entrance rate; or
    - d. The current local compensation trend for the skills required is substantially greater than the published beginning rate.
  - 2. Approve the hiring at a lesser initial compensation when, in his sole opinion, such action is appropriate based on:
    - a. An otherwise eligible candidate will require a period of specialized training; or
    - b. The current local compensation trend for the skills required is substantially less than the published beginning rate.
  - 3. Increase any employee's paid compensation when sustained performance indicates such action is appropriate:

- a. Within the guidelines of the merit pay plan; or
    - b. When a given position responsibility and/or scope is significantly broadened; or
    - c. When a specific employee displays consistent and noteworthy performance, behavior and supportive attitude, which in the MANAGER'S sole opinion, collectively warrant such action.
  4. Decrease any employee's paid compensation:
    - a. When sustained or severe single case performance or behavior is below expected standards or represents severe disregard or violation of policy or procedure; or
    - b. Upon employee demotion or transfer as appropriate.
- C. Changes to and Offers of Compensation:
1. No change to any part of any employee's compensation in total or in part, either increase or decrease, may be made without the approval of the MANAGER.
  2. No offer shall be made to any prospective or current employee of paid compensation or benefits, either greater or lesser than those allowed by this ordinance, except as may be approved by the MANAGER.
  3. Entry range compensation and benefits as specified herein may be discussed with potential employees, including whatever action a respective Department Head may intend to make, provided no actual offer is made without the approval of the MANAGER.
- D. DEPARTMENT HEAD shall be responsible for:
1. Becoming and remaining knowledgeable with the provisions of this Ordinance including any amendment thereto and supporting policy or procedure as in effect currently or as may be established or revised in future.
  2. Ensuring compliance with the provisions of this Ordinance and supporting policy or procedure, as currently in effect or as may be amended.
  3. Training their Division Heads and Supervisors on the provisions of this Ordinance and supporting policy and procedure.
  4. Recommending any change to the compensation of each employee assigned to their Department, in support of the provisions of this Ordinance and supporting Personnel Policy.
  5. Ensuring timeliness and accuracy of any change, either increase or decrease, upon:
    - a. Each Anniversary Date
    - b. Upon Hiring, Promotion, Transfer, Discipline or Termination
  6. May suspend any employee within their Department, pending an appeals hearing in accordance with the provisions of the Discipline Policy, without pay.
- E. CITY TREASURER shall be responsible for:
1. Ensuring compliance with the provisions of this Ordinance and supporting policy, reporting any violation of either, immediately to the MANAGER.
  2. Generating and maintaining employee compensation records as needed including any change thereto, in a timely fashion.
  3. Generating and maintaining personnel rosters, in a format to be approved by the MANAGER, and shall contain as a minimum:
    - a. A complete POSITION listing, including current status of each, as authorized by this Ordinance or the MANAGER under the provisions of this Ordinance.

- b. Current EMPLOYEE information including, department/division assignment, pay classification code, FLSA Classification code, hiring date, anniversary date, date of eligibility for next increase, and any other as required by the MANAGER.
    - c. Said roster to be updated at least monthly and a working copy updated daily, as may be required, and maintained by the City Treasurer.
  4. Generating and forwarding to responsible Department Head, any employee compensation record as needed to support the provisions of this Ordinance and ensuring the completeness and accuracy of any such compensation record.
  5. Ensuring timely entry and/or change, as approved by the MANAGER, to any employee's compensation as specified in the compensation record.

SECTION III: Paid Compensation.

A. Pay Plan (See Tables IIA or IIB as applicable.)

1. Shall be a merit (performance) plan.
2. Shall be constructed of twenty-three (23) levels called GRADES for all employees, and sixteen (16) ranges called STEPS for all employees except Commissioned Public Safety Officers, which have eighteen (18) STEPS. STEPS are based upon years in service and the ability to maintain compliance with ongoing job requirements associated with the merit pay plan. (Please note: Commissioned Public Safety employees are subject to an alternate compensation plan. See Table IIB).
3. Employees must be eligible in all respects on the appropriate anniversary date to receive the indicated increase in paid compensation.
4. Employees ineligible for any reason on the appropriate anniversary date shall be awarded as follows:
  - a. The appropriate STEP assignment without any resulting increase in salary or wages.
  - b. Any benefit in terms of sick leave, vacation or other such, as would otherwise be awarded had the ineligibility not occurred.
  - c. Employees shall not have their eligibility restored to receive a merit raise.

B. Allowances are hereby authorized as follows:

1. Clothing allowance for employees of the Department of Public Safety serving in the positions of Communications Officers, Communications Supervisor, all Public Safety Officers, Sergeants, and Lieutenants, will be earned at a rate of \$650.00 annually. The Department of Public Safety will select a uniform vendor to provide uniforms. Employees will receive vendor credit for one-half (1/2) of the clothing allowance on the first pay date in March and the second one-half (1/2) of the allowance credited on the first pay date in September, excluding new hires which will receive the first portion of their uniform allowance immediately and the second portion either on the first pay date in March or the first pay date in September.
2. Command Staff and Investigators of the Department Public Safety will receive a uniform allowance of \$650 annually. This will be paid by installment, with one-half (1/2) of the clothing allowance being paid on the first pay date in March and the second one-half (1/2) of the allowance to be paid on the first pay date in September.
3. Clothing and boot allowance for Entry Level Maintenance Workers, Skilled Workers, Mechanic, DPW Supervisors and Code Enforcement Officers at a rate of \$400 annually.

4. Clothing allowance for administrative assistants, account clerks, deputy city treasurer, city collector, city treasurer, secretary/receptionist, IT technician, network administrator, court clerk and deputy court clerk at a rate of \$250 annually.
5. Car allowance for City Manager to be paid in either twenty-six (26) or twelve (12) equal installments at the election of the recipient.
  - a. The annual amount of this allowance to be individually established, by position.
  - b. Payment of this allowance shall only be made, after the completion of the time period of the pro-rata as elected by the employee.
  - c. No additional claim for mileage or other operating or maintenance expense shall be authorized for persons receiving this allowance.
6. Mileage in the amount currently established by the United States Internal Revenue Service (IRS) Regulations per documented mile, when a privately owned vehicle is required to be used for CITY business, upon the responsible Department Heads certification of the claim for reimbursement. Said certification to be both for requirement of use and accuracy of the respective claim.
7. Direct reimbursement of "out-of-pocket" expenses of any employee incurred in the performance of their duties subject to Per Diem rates and completion/submission of appropriate claim and required supporting documentation within three (3) working days of return to work.

SECTION IV: Benefits:

- A. Vacation banking shall be limited to two (2) times the annual accrual rate.
  1. Vacation in excess of this amount shall be lost, without compensation, on the employee's anniversary date of employment.
  2. An employee may submit a request to cash-in vacation time, to the MANAGER. The MANAGER may authorize the payment (cashing in) of vacation, if it is warranted. An employee may request the cashing in of no more than two weeks of vacation within a fiscal year. Council approval is required for the Manager, City Clerk and City Treasurer to cash-in vacation time.
  3. Vacation in excess of the limits as herein established, shall be forfeited on the appropriate anniversary date, without recourse or grievance to or by the employee so affected.
  4. Vacation shall be earned and accrued monthly after the first anniversary date as follows:
    - a. Employment at first anniversary, six (6) days or two and ½ (2.5) shifts provided however, employees shall not accrue any vacation until the end of their initial employment qualifying period (first anniversary with recommendation for continued employment) and further, employees leaving the service of the City prior to their first anniversary, as established in Section VII of this Ordinance, shall forfeit any and all claim to any vacation time.
    - b. Beginning year two (2) to end of year four (4), eleven (11) days or four and ½ (4.5) shifts.
    - c. Beginning year five (5) to end of year eight (8), thirteen (13) days or five and ½ (5.5) shifts.
    - d. Beginning year nine (9) to end of year twelve (12), fifteen (15) days or six and ½ (6.5) shifts.
    - e. Beginning of year thirteen (13) to end of year sixteen (16), seventeen (17)

- days or seven and ½ (7.5) shifts.
- f. Beginning of year seventeen (17) to end of year twenty (20), nineteen (19) days or eight and ½ (8.5) shifts.
  - g. Beginning of year twenty-one (21) to end of year twenty-five (25), twenty-one (21) days or nine and ½ (9.5) shifts.
  - h. Beginning year twenty-six (26) to end of employment, twenty-six (26) days or twelve and ½ (12.5) shifts.
6. Employees shall not accrue any vacation until the end of their initial employment qualifying period (first anniversary with recommendation for continued employment).
    - a. Employees leaving the service of the City prior to their first anniversary as established in Section VII of this Ordinance shall forfeit all claims to any vacation time.
  7. Accrued banked vacation shall be bought back at the employee's regular rate of pay when the employee leaves the service of the City.
  8. After the first anniversary of employment, vacation earned at the rates as set out herein above, shall accrue to the employee as follows:
    - a. Initial year's (six (6) days) shall be accrued (provided employee is recommended for continual employment) as a lump sum (in hours), the first pay period immediately following the anniversary date as set forth in Section VII of this Ordinance.
    - b. An amount in hours, equal to the rates established herein above, shall be accrued on a one-twelfth (1/12) per year pro-rata, to each eligible employee's vacation bank and stated on the employee's check stub on the first pay date immediately following the month the vacation time was earned. Vacation time used, as indicated on the employee time cards, shall be deducted from this balance on the pay date immediately following use.
  9. For the purpose of this Ordinance, a work month shall be defined as thirty (30) consecutive days.
  10. Accrual of vacation time shall continue up to the end of the first work month of authorized sick leave usage. Accrual of vacation time shall cease upon the completion of the first work month of sick leave usage, medical leave or leave of absence. Accrual of vacation time shall resume, as herein above set forth, upon the employee's return to work, upon doctor's release. Accrual rates may be prorated, to reflect actual work hours, if less than full-time.

**Vacation Earned Per Year, Accrued Monthly**

Assigned Hours Per Shift	Leave Based on Years of Completed Service							
	Year 1	2-4	5-8	9-12	13-16	17-20	21-25	26+
	6 Days/ 2.5 Shifts	11 Days/ 4.5 Shifts	13 Days/ 5.5 Shifts	15 Days/ 6.5 Shifts	17 Days/ 7.5 Shifts	19 Days/ 8.5 Shifts	21 Days/ 9.5 Shifts	26 Days/ 12.5 Shifts
8	48	88	104	120	136	152	168	208
8.3	49.8	91.3	107.9	124.5	141.1	157.7	174.3	215.8
8.5	51	93.5	110.5	127.5	144.5	161.5	178.5	221
24	60	108	132	156	180	204	228	300

- B. Sick leave shall be considered an insurance type benefit, the use of which represents a claim against the City and the banking of which shall be limited to 1,040 hours for general and supervisory personnel, 1079 hours for patrol and communication hourly

employees and 1404 hours for fire division personnel assigned to 24 hour shifts.

1. Abuse of sick leave shall be considered a false claim against the City and sufficient reason for immediate discharge of any employee when, in the sole opinion of the MANAGER, any such abuse may exist.
2. Sick leave in excess of banked limits shall be lost, without compensation, on the employee's anniversary date of employment. Employees, which have exceeded the bank limit, shall only be reduced to the bank limit. Employees, who have received their sick leave bank limit and forfeited the excess, shall begin to accrue sick leave in the routine manner until their next anniversary.
3. The MANAGER may authorize carry over, not to exceed one (1) additional year of sick leave accrual when, in his sole opinion, such action is warranted, upon receipt of an appropriate request at least thirty (30) days prior to the anniversary date the employee would otherwise forfeit sick leave time accrued.
4. Trading, transferring or giving of sick leave time is only authorized through the Shared Leave Program.
5. Sick leave shall be accrued monthly beginning after the first six (6) months of employment, upon department head recommendation and MANAGER approval as follows:
6. Unused sick leave banked at the time the employee leaves the service of the City shall be forfeited and no paid compensation is authorized for any such time, unless the employee has at least 10 continuous years of service and leaves in good standing, then the employee will be paid for 25% of his accrued sick leave bank at his regular hourly rate.
7. Accrual of sick leave shall continue up to the end of the first work month of authorized sick leave usage. Accrual of sick leave shall cease upon the completion of the first work month of sick leave usage, medical leave or leave of absence. Accrual of sick leave shall resume, as hereinabove set forth, upon the employee's return to work; upon doctor's release. Accrual rates may be prorated, to reflect actual work hours, if less than full-time.

<b>Sick Leave Earned Per Month</b>				
<b>Leave Based on Years of Completed Service</b>				
Assigned Hours per Shift	<6 months	6 months – 2 years & 11 months	3-4 Years & 11 months	5 years +
8	0	4	6	8
8.3 & communications	0	4.15	6.225	8.3
8.5	0	4.25	6.38	8.5
24	0	6	8	10

- C. Holiday time shall be provided at a rate of twelve and one-half (12 ½) days per year, which shall be:
- New Year's Day (January 1)
  - Martin Luther King, Jr. Day (3<sup>rd</sup> Monday in January)
  - President's Day (3<sup>rd</sup> Monday in February)
  - Memorial Day (Last Monday in May)
  - Independence Day (July 4)
  - Labor Day (First Monday in September)
  - Columbus Day (2<sup>nd</sup> Monday in October)

- Thanksgiving Day (4<sup>th</sup> Thursday in November)
- Friday following Thanksgiving (4<sup>th</sup> Friday in November)
- Christmas Eve, one-half (1/2) day, (December 24)
- Christmas Day (December 25)
- Floating Holidays (City offices remain open)  
Good Friday and Veteran's Day

1. When any authorized holiday shall fall on a Saturday, that holiday shall be observed on the preceding Friday. When any authorized holiday shall fall on a Sunday, that holiday shall be observed on the following Monday.
2. Whenever an eligible employee is required to work or whenever a scheduled City Holiday shall fall on an eligible employee's regularly scheduled day off then an employee may be choose to be paid the holiday or that holiday (in hours) shall be credited to the employee's Personal Hours as follows:

Holiday/Personal Hours Banked Per Shift			
Salaried/40E	171E (8.3 hour shifts)	171E (8.5 hour shifts)	212 E (24 hours shifts)
8	8.3	8.5	12

3. Banked holiday/personal hours shall be reflected in the appropriate box on the next paycheck stub.
  4. Banked holiday time shall accrue until the employee requests to be paid or until the employee's anniversary date, at which time all banked time shall be bought back from the employee at the employee's regular hourly rate.
  5. The MANAGER may authorize a carryover of greater than that referenced in C(4) above, when in his sole opinion such action is warranted and upon written request at least thirty (30) days prior to the employee's anniversary date, and with Department Head recommendations.
  6. Banked holiday time shall be bought back at the employee's regular rate of pay, when any employee leaves the service of the City.
  7. Employees absent for more than 30 consecutive days will not accrue holiday/personal hours.
- D. The City shall participate in the Local Government Employee Retirement System (LAGERS) LT8-65 (65)-retirement plan. This retirement plan increases employee benefits to 1.50% for a life allowance; plus an additional 50% allowance to age 65. Effective FY-92 the City changed from a "Contributory" to "Non-Contributory" Plan, and is subject to the administrative requirements of State Statute and LAGERS regulations.
- E. The City shall provide an employee health insurance plan and pay eighty percent (80%) of the established premium contribution amount to be effective the first of the month following ninety (90) days of continued employment.
1. Employees shall contribute twenty percent (20%) of the established premium amount.
  2. Employees have the opportunity to enroll, when hired, for the health insurance coverage for themselves and any dependents. If coverage is declined at initial employment, employees can only enroll under special circumstances as a special enrollee or late enrollee. Please see the Alliance Benefits booklet for descriptions of special enrollee and late enrollee.



F. The City shall offer a public employees' cafeteria plan, as allowed under Internal Revenue Code Section 125. All full time employees of the City are eligible for participation in the cafeteria plan. Benefit categories to be offered are as follows:

1. City sponsored medical insurance
2. Flexible medical benefits
3. Dependent care assistance
4. Additional features or benefits the City may desire to add

SECTION V: Classification.

A. Each employee shall be assigned a compensation code; it shall be a three (3)-part code to track, in order: grade, step and longevity. The Compensation Code shall be upgraded at least annually, with an effective date the same as the employee's anniversary date, or upon any compensation change with the new anniversary date as herein set out, as follows, the:

1. First two (2) digits designate Pay Grade.
2. Letter Designation indicates Pay Step.
3. Last two (2) digits designate completed years of service.

B. In general, higher pay grades reflect:

1. Greater responsibility
2. Hierarchy within the Organization
3. Higher pay and/or allowances

SECTION VI: Eligibility.

A. Eligibility shall encompass any and all criteria established by this Ordinance, and/or City policy and procedure. The absence or loss of any such or part of such eligibility shall limit or disallow pay increase as herein or otherwise authorized. Employees ineligible for, at the time they might normally expect to receive a pay increase, shall be assigned the next higher step designator and forfeit any claim to such compensation increase.

B. Ineligibility may occur, but may not be limited to the following:

1. Qualifying Periods
  - a. *Initial employment qualifying period for MERIT adjustment only.*
  - b. An employee under investigation which may result in disciplinary action or who is under assignment to a disciplinary qualifying period shall:
    1. Have the outcome of the investigation applied retroactive to the date of eligibility.
    2. Not be eligible for any compensation increase, but shall be assigned the next STEP as appropriate or as determined by due process.
2. When the overall evaluation grades for the most recent past six (6) evaluations average five point five (5.5) or less.
3. When repeated or severe violations of policy or procedure occur.
4. Upon department head or MANAGER recommendation.

C. Merit Eligibility:

1. Generally:
  - a. All positions except MANAGER and DEPARTMENT HEADS shall be eligible for merit increase upon completed service (see Tables II-A and II-

- B), and compliance with all criteria established by ordinance and/or City policy and procedure.
- b. Merit increases shall be based on the mathematical average of all evaluations received since the employee's last merit increase, as determined in the Pay Plan Tables II-A and II-B.
  - c. Merit increases for the MANAGER and DEPARTMENT HEADS shall be individually determined
2. General Service Employees, for purposes of this ordinance, shall be defined as all employees of the City of Sikeston other than Commissioned Employees. Merit increases shall be awarded to General Service Employees, when eligible in all respects, as set forth in Pay Plan Table II-A.
  3. Commissioned Employees, for the purposes of this ordinance, shall be defined as all rookie and commissioned public safety officers employed within the Sikeston Department of Public Safety. Merit increases shall be awarded to Commissioned Employees, when eligible in all respects, as set forth in Pay Plan Table II-B.
- D. Reclassifications and Other Compensation Increases:
1. General Service Employees:
    - a. Public Works Skilled Workers, when classified as a leadsman by their Department Head shall receive an additional \$.75 per hour.
    - b. Rookie Communications Officers shall be assigned to Grade 11. Upon successful completion of their training, and upon Department Head recommendation and City Manager approval, the employee will be reclassified to Communications Officer, Grade 13, and receive appropriate compensation for that grade.
    - c. Communications Field Training Officer (FTO) - Communications Officers filling this position shall receive an additional one dollar and twenty-five cents (\$1.25) per hour. This additional compensation will only be paid when training a rookie communications officer.
    - d. Firefighter - A sub-classification of "Firefighter" will exist within the general classification of PSO. This class is used for non-commissioned officers assigned to Fire Division. Compensation for these employees shall be set by the City Manager, as determined by their training, education and performance.
  2. Commissioned Employees:
    - a. Public Safety FTO – Additional compensation of One Dollar and twenty-five cents (\$1.25) per hour is available for any commissioned Public Safety Officer trained, and designated as a Field Training Officer. This additional compensation will only be paid when training a rookie public safety officer.
    - b. Canine Officer – Any commissioned Public Safety Officer trained and designated as the City's Canine Officer shall receive additional, annualized, compensation of three thousand six hundred dollars (\$3,600).

SECTION VII: Anniversary Date.

- A. Shall be rounded to the first day of the month when the employee begins employment on or before the sixteenth (16<sup>th</sup>) day of the employment month, or to the first of the month following the employment month when the employee begins work after the sixteenth (16<sup>th</sup>) day of the employment month.

- B. This anniversary date shall be used when computing all eligibility times throughout the employee's employment.
- C. Merit changes, (pay or benefits) shall be based on employment anniversary dates of consecutive years of service.
- D. Employees leaving the service of the City prior to their 1<sup>st</sup> anniversary shall forfeit any and all claim to any vacation time.

SECTION VIII: Less Than Full Time Employees.

- A. The MANAGER shall determine hourly rates for employees working part time or temporary (seasonal) in accordance with sound business practices, the minimum wage laws and provisions of FLSA.
- B. The MANAGER may authorize up to one-half (1/2) the holiday time benefits to such employee when in his opinion such is warranted by the nature of the position and the specific employee's performance both warrant such action and provided said employee(s) is/are regularly scheduled for twenty-five (25) or more hours per week.

SECTION IX: Staffing Generally

- A. The City Manager shall be authorized for the following, including but not limited to:
  - 1. Development, monitoring and revision of supporting policy and procedure.
  - 2. Ensuring best-qualified candidate is selected for any given position.
  - 3. Appropriate discipline including removal from the City employ any person he deems necessary, in his sole opinion.
  - 4. Elimination of any position he deems appropriate due to lack of work, changing work process, or reorganization.
- B. The MANAGER shall not be required to fill any position simply because a vacancy exists.
- C. The MANAGER may amend staffing levels or authorized positions within any specific department, provided
  - 1. Such amendment does not exceed the total number of City employees established herein.
  - 2. Such amendment does not cause the anticipated appropriation budgeted for Personnel Services within said department to be exceeded.
- D. The MANAGER may employ additional temporary personnel when regular employees are not available (illness, injury, medical or military leave) or a specific increase in a work process requires such action to maintain levels of service.

SECTION X: Authorized Staffing Levels & Compensation Classifications.

FY-2018 Authorized Staffing Level Totals,

- 1. 120 Full Time Employees
- 2. 13 Part Time Employees
- 3. 8 Seasonal/Temporary Employees

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

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

SECTION XIII: Emergency Clause. This ordinance is adopted as an emergency measure so that the effective date corresponds with the fiscal year.

SECTION XIV: Record of Passage:

1. Bill Number 6061 was introduced to Council and read the first time this 6<sup>th</sup> day of June 2016.
2. Bill Number 6061 was read and discussed the second time this 15<sup>th</sup> day of June 2016 discussed and was voted as follows:

Gilmore Aye, Merideth Aye, Self Aye, Settles Aye,  
White-Ross Aye, and Burch Aye, thereby being passed,  
thereby being adopted and becoming Ordinance 6061.

Upon passage by a majority of the Council, this Bill shall be in full force and effect from and after July 1, 2017.

Bill 6058, Amending Plumbing Code to Ban the Use of Lead Materials in Public Drinking Water System

Councilman Merideth moved for the first reading of Bill Number 6058. The motion was seconded by Councilman Settles and the following vote recorded:

Gilmore Aye, Merideth Aye, Self Aye, Settles Aye,  
White-Ross Aye, and Burch Aye, thereby being passed.

Counselor Leible presented Bill Number 6058 for reading. This bill as approved shall become Ordinance Number 6058 amending Title V, Article VI Plumbing Code to ban the use of lead materials in the public drinking water system and private plumbing connected to the public drinking water system within the City of Sikeston.

Bill 6062, Creating Friends of the Sikeston Pet and Animal Welfare Services (PAWS) Advisory Board

Councilman Merideth moved for the first reading of Bill Number 6062. The motion was seconded by Councilman Gilmore and the following vote recorded:

Gilmore Aye, Merideth Aye, Self Aye, Settles Aye,  
White-Ross Aye, and Burch Aye, thereby being passed.

Counselor Leible presented Bill Number 6062 for reading. This bill as approved shall become Ordinance Number 6062 creating Article IVIV of Sikeston City Code establishing the Friends of the Sikeston Pet and Animal Welfare Services (PAWS) Advisory Board.

Other Items

DPW Director Jay Lancaster briefed the city council on the progress being made at the PAWS building.

**ADJOURNMENT**

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

Gilmore Aye, Merideth Aye, Self Aye, Settles Aye,  
White-Ross Aye, and Burch Aye, thereby being passed.

APPROVED:

\_\_\_\_\_  
STEVEN BURCH, MAYOR

ATTEST:

\_\_\_\_\_  
CARROLL L. COUCH, CITY CLERK

SEAL:

**SPECIAL CITY COUNCIL MEETING**  
**June 15, 2017**

**CALL TO ORDER/RECORD OF ATTENDANCE**

The special Sikeston City Council meeting of June 15, 2017 was called to order at noon, in the City Council Chambers, located at 105 East Center, Sikeston. Present at the meeting were: Mayor Steven Burch and Councilmen Karen Evans, Jon Gilmore, Brian Self, Gerald Settles, and Mary White-Ross. Councilman Ryan Merideth was absent. Staff in attendance were: City Manager Jonathan Douglass, City Counselor Chuck Leible, City Clerk Carroll Couch, City Treasurer Karen Bailey, Governmental Services Director Linda Lowes, Director of Public Safety Mike Williams, Public Works Director Jay Lancaster, Parks Director Dustin Care, Street Superintendent Brian Dial, and Assistant Public Safety Director James McMillen.

**ITEMS OF BUSINESS**

**Approval of Airport Hangar Ground Lease for Jeff Hux**

Jeff Hux has entered into a purchase agreement for the airport hangar currently owned by Debbie Nichols. On 5/22/17, council authorized assignment of the existing Nichols lease to Hux. Terms previously discussed were not included in the contract, therefore an amendment was requested that would include one- ten year option with two-five year extensions, and an agreed buyout valued at 80% of the fair market value, should the City require the property. Councilman Gilmore moved to amend the ground lease as presented. The motion was seconded by Councilman Settles, discussed and the following vote recorded:

Evans Aye, Gilmore Aye, Self Aye, Settles Aye,  
White-Ross Aye, and Burch Aye, thereby being passed.

**Approval of Engineering Service Contract with Waters Engineering for Runway Project at Sikeston Municipal Memorial Airport**

Waters Engineering was previously selected as the City of Sikeston's on-call consultant for aviation related projects with MoDOT. This was through a formal RFQ process and lasts for five years. In order to proceed with the Sikeston Municipal Memorial Airport runway project, an executed ESD (engineering service contract) must be submitted to MoDOT for their approval and fund obligation. Staff requested Council authorize the execution of the contract so it can be forwarded for MoDOT's approval.

Councilman Settles move to approve the Engineering Service Contract with Waters Engineering for Runway Project at Sikeston Memorial Airport. The motion was seconded by Councilman Self and the following vote recorded:

Evans Aye, Gilmore Aye, Self Aye, Settles Aye,  
White-Ross Aye, and Burch Aye, thereby being passed.

Approval of Application to MoDOT for Drainage Improvements

The City has been planning a project to improve drainage along Salcedo Road. Director Lancaster reported funds might be available for the project through the MoDOT Cost Share Program. This is a 50-50 cost share.

The consensus of the Council was to authorize the application to MoDOT for the drainage improvement funds.

Other Items

Mayor Burch reported Sue Rogers had contacted him about putting the city logo or something similar on the silo located near Matthews Park.

Blair Moran has a framed picture of Col. George E. Day with a brief biography he would like displayed in the new airport terminal. Mayor Burch suggested a policy be developed for items donated to the terminal building.

**ADJOURNMENT**

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

Evans Aye, Gilmore Aye, Self Aye, Settles Aye,  
White-Ross Aye, and Burch Aye, thereby being passed.

APPROVED:

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STEVEN BURCH, MAYOR

ATTEST:

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CARROLL L. COUCH, CITY CLERK

SEAL:

**SPECIAL CITY COUNCIL MEETING**  
**JUNE 26, 2017**

**CALL TO ORDER/RECORD OF ATTENDANCE**

The special Sikeston City Council meeting of June 26, 2017 was called to order at 11:30 a.m., in the City Council Chambers, located at 105 East Center, Sikeston. Present at the meeting were: Mayor Steven Burch and Councilmen Karen Evans, Ryan Merideth, Gerald Settles, and Mary White-Ross. Councilmen Jon Gilmore and Brian Self were absent. Staff in attendance were: City Counselor Chuck Leible, City Clerk Carroll Couch, City Treasurer Karen Bailey, Governmental Services Director Linda Lowes, Public Works Director Jay Lancaster, Parks Director Dustin Care, Street Superintendent Brian Dial, Street Supervisor Darren Martin, Assistant Public Safety Director James McMillen, Sergeant Derrick Wheatley, and Senior Building Official Collin Cecil.

**ITEMS OF BUSINESS**

Authorization to Issue Letter of Support for St. John's Bayou Basin Drainage District

On behalf of the St. John's Bayou Basin Drainage District, Scott Matthews explained the importance of their pumping station project at New Madrid. It will move water across the levee when high river levels necessitate closing of the existing discharge pipes.

Councilman Settles moved to provide a letter of support for the City to the governor and other elected officials for their support and intervention on behalf of the St. John's Bayou Basin District pumping station project. The motion was seconded by Councilman Merideth and the following vote recorded:

Evans Aye, Merideth Aye, Settles Aye,  
White-Ross Aye, and Burch Aye, thereby being passed.

Flood Plain Study Progress Report

Dr. Charles Patterson of Algier Martin reported the flood plain study for the City of Sikeston was not yet complete. The current study indicates some areas will decrease in size while other will increase.

Authorization to Issue a Special Permit for a High Tunnel for a Community Garden at 205 Jackson

Maude Harris submitted a request for a special permit to build a high tunnel for a community garden on behalf of Open Door Ministries. The garden would be located at 205 Jackson Street and the Planning and Zoning Commission passed a favorable recommendation at their June 13, 2017 meeting.

Councilman Merideth moved to authorize the issuance of a special permit for construction of a high tunnel at 205 Jackson Street. The motion was seconded by Councilman Evans and the following vote recorded:

Evans Aye, Merideth Aye, Settles Aye,  
White-Ross Aye, and Burch Aye, thereby being passed.



Emergency Bill Number 6064, Subdivision Replat Request

Councilman Merideth moved for the first reading of Bill Number 6064. The motion was seconded by Councilman Settles and the following vote recorded:

Evans Aye, Merideth Aye, Settles Aye,  
White-Ross Aye, and Burch Aye, thereby being passed.

Counselor Leible presented the bill for reading. This bill as approved shall become Emergency Ordinance Number 6064 providing for approval of the re-plat of Lot 1 in Block 20 of Collins North Acres (Section 6) to the City of Sikeston, Scott County, Missouri which is located on Summer Drive.

On behalf of Roy Colwick, Lambert Engineering has submitted a request for the approval of a replat of Lot 1 in Block 20 of Collins North Acres. The Planning and Zoning Commission passed a favorable recommendation at their June 13, 2017 meeting.

Councilman Merideth moved for the second reading of Bill Number 6064. The motion was seconded by Councilman Evans and the following vote recorded:

Evans Aye, Merideth Aye, Settles Aye,  
White-Ross Aye, and Burch Aye, thereby being passed.

Counselor Leible presented the bill for a second reading.

BILL Number 6064

ORDINANCE Number 6064

THIS BILL AS APPROVED SHALL BECOME EMERGENCY ORDINANCE NUMBER 6064 PROVIDING FOR APPROVAL OF THE RE-PLAT OF LOT 1 IN BLOCK 20 OF COLLINS NORTH ACRES (SECTION 6) TO THE CITY OF SIKESTON, SCOTT COUNTY, MISSOURI WHICH IS LOCATED ON SUMMER DRIVE..

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 June 13, 2017 and passed a favorable recommendation to approve the replat of Lot 1 in Block 20 of Collins North Acres (Section 6) to the City of Sikeston, Scott 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: Emergency Clause. In order to minimize the effect of the delay, it is being considered as an emergency ordinance.

SECTION VIII: Record of Passage

- A. Bill Number 6064 was introduced and read the first time this 26<sup>th</sup> day of June 2017.
- B. Bill Number 6064 was read the second time and discussed on this 26<sup>th</sup> day of June 2017. Councilman Settles moved to approve Bill Number 6064. The motion was seconded by Councilwoman White-Ross and the following roll call vote recorded:

Evans Aye, Merideth Aye, Settles Aye,  
White-Ross Aye, and Burch Aye, thereby being passed,  
and becoming ordinance 6064.

- C. Upon passage by a majority of the Council, this Bill shall become Ordinance 6064 and shall be in full force and effect.

Authorization to Execute Contract with Sikeston Regional Chamber of Commerce for Tourism, Marketing and Promotion Services

At Council's direction, Sikeston's tourism marketing and promotion services are to be assumed by the Sikeston Regional Chamber of Commerce. The City Manager and Chamber's Executive Director have negotiated the contract for services.

Guest tax revenues will be transferred to the Chamber with a small amount kept by the City for maintenance of the industrial park, administration of the grant awarded by the State of Missouri, Department of Tourism, and other minor, related expenses.

Councilman Merideth moved to authorize the execution of the contract with the Sikeston Regional Chamber of Commerce for Tourism Marketing and Promotion Services. The motion was seconded by Councilwoman Evans and the following roll call vote recorded:

Evans Aye, Merideth Aye, Settles Aye,  
White-Ross Aye, and Burch Aye, thereby being passed.

Bill Number 6062, Creation of Friends of the Sikeston Pet and Animal Welfare Services (PAWS) Advisory Board

Councilman Settles moved for the reading of Bill Number 6062. The motion was seconded by Councilman Merideth and the following vote recorded:

Evans Aye, Merideth Aye, Settles Aye,  
White-Ross Aye, and Burch Aye, thereby being passed.

BILL Number 6062

ORDINANCE Number 6062

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6062 CREATING ARTICLE XVIV OF SIKESTON CITY CODE ESTABLISHING THE FRIENDS OF THE SIKESTON PET & ANIMAL WELFARE SERVICES ADVISORY BOARD.

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

SECTION I: This Ordinance shall be codified in Title 1, Chapter 130, Article XVIV of the Sikeston Municipal Code.

SECTION II: Title 1, Chapter 130, Article XVIV is created to read as follows:

“Article XVIV

Friends of the Sikeston Pet & Animal Welfare Services Advisory Board

Sections:

130.1370	Established
130.1380	Composition
130.1390	Terms of Board Members
130.1400	Organization
130.1410	Meetings, Procedures
130.1420	Report to City Council

130.1370 Established: The Friends of the Sikeston Pet & Animal Welfare Services (PAWS) Advisory Board is established to raise community support and awareness of services provided by Sikeston Pet & Animal Welfare Services.

130.1380 Composition: The Friends of the Sikeston Pet & Animal Welfare Services (PAWS) Advisory Board shall be appointed by the City Council and shall consist of seven (7) citizen members and may include non-voting ex officio representatives as may be deemed necessary by a majority vote of the Advisory Board.

130.1390 Qualifications for appointment; Terms; Compensation; Vacancies; Removal

A. Members shall be individuals residing within the Sikeston area with a demonstrated interest in the care and well-being of animals.

B. In the initial appointments two citizen members shall be appointed for a term of one year, two citizen members for a term of two years, and three members for terms of three years. All appointments thereafter made shall be for three year terms commencing on the first Monday of October of each year.

C. Board Members shall serve without compensation; however, upon the recommendation of the Board and City approval, Board Members may be reimbursed for travel incidental to Board functions.

D. Any vacancy in membership shall be filled for the unexpired term by appointment of the City Council.

E. The City Council may remove any member for cause stated in writing and after public hearing.

130.1400 Organization: Advisory Board members shall elect one of their number to serve as chairman, and one to serve as vice-chairman who shall preside in the absence of the Chairman. The officers shall serve one year or until their successors are elected.

130.1410 Meetings, Procedures: The Advisory Board shall meet on an as-needed basis and shall keep a record of its proceedings. A quorum of four voting members shall be present at any official meeting. An affirmative vote by a quorum of the Advisory Board members shall be necessary prior to any Advisory Board action or recommendation.

130.1420 Report to City Council: The Advisory Board shall report to the City Council at such times and in such manner as the Council shall direct.”

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 6062 was introduced and read the first time this 5<sup>th</sup> day of June 2016.
- B. Bill Number 6062 was read the second time and discussed this 26<sup>th</sup> day of June 2016. Councilman Merideth moved to approve Bill Number 6062. The motion was seconded by Councilwoman White-Ross and the following roll call vote recorded:

Evans Aye, Merideth Aye, Settles Aye,  
White-Ross Aye, and Burch Aye, thereby being passed,  
and becoming Ordinance 6062.

- C. Ordinance 6062 shall be in full force and effect from and after July 27<sup>th</sup>, 2017.

Appointments to Friends of the Sikeston Pet and Animal Shelter Advisory Board

Councilman Merideth nominated Megan McGill-Knight and Jeff Reynolds to fill one-year terms, Renee Grimes and Emily Eaves to two-year terms and Pete Burns, Erica Wilson and Gordon Waller to three-year terms on the Friends of Sikeston Pet and Animal Shelter Advisory Board. The nominations were seconded by Councilman Settles and the following roll call vote recorded:

Evans Aye, Merideth Aye, Settles Aye,  
White-Ross Aye, and Burch Aye, thereby being passed.

Bill 6058, Amending Plumbing Code to Ban the Use of Lead Materials in Public Drinking Water System

Councilman Merideth moved for the second reading of Bill Number 6058. The motion was seconded by Councilwoman Evans and the following vote recorded:

Evans Aye, Merideth Aye, Settles Aye,  
White-Ross Aye, and Burch Aye, thereby being passed.

Counselor Leible presented the bill for reading.

BILL Number 6058

ORDINANCE Number 6058

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6058 AMENDING TITLE V, ARTICLE VI PLUMBING CODE TO BAN THE USE OF LEAD MATERIALS IN THE PUBLIC DRINKING WATER SYSTEM AND PRIVATE PLUMBING CONNECTED TO THE PUBLIC DRINKING WATER SYSTEM WITHIN THE CITY OF SIKESTON.

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

SECTION I: This Ordinance shall be codified in Title V, Chapter 500, Article VI of the Sikeston Municipal Code.

SECTION II: Title V, Chapter 500, Article VI is hereby amended by insertion of the following:

“Article VI Plumbing Code

Section 500.040. Lead Ban in Public and Private Drinking Water Plumbing – General Policy

A. Purpose.

- 1) To ban the use of lead materials in the public drinking water system and private plumbing connected to the public drinking water system; and
- 2) To protect city residents from lead contamination in the city's public drinking water system and their own private plumbing systems.

B. Application. This section shall apply to all premises served by the public drinking water system of the city of Sikeston.

C. Policy. This section will be reasonably interpreted by the water purveyor. It is the purveyors' intent to ban the use of lead based material in the construction or modification of the city's drinking water system or private plumbing connected to the city system. The cooperation of all consumers is required to implement the lead ban.

If, in the judgement of the water purveyor or his authorized representative, lead based materials have been used in new construction or modifications after January 1, 1989, due notice shall be given to the consumer. The consumer shall immediately comply by having the lead base materials removed from the plumbing system and replaced with lead free materials. If the lead base materials are not removed from the plumbing system, the water purveyor shall have the right to discontinue water service to the premises.

Section 500.050. Definitions

A. The following definitions shall apply in the interpretation and enforcement of 500.040.

- 1) "Consumer" means the owner or person in control of any premises supplied by or in any manner connected to a public water system;
- 2) "Lead base materials" means any material containing lead in excess of the quantities specified in Section 500.050. A.3;
- 3) "Lead free" means:
  - a) In General.
    1. When used with respect to solder and flux, refers to solders and flux containing not more than 0.2 percent (0.2%) lead; and
    2. When used with respect to pipes and pipe fittings, refers to pipes and pipe fittings containing not more than 0.25 percent (0.25%) lead.
  - b) Calculation

The weighted average lead content of a pipe, pipe fitting, plumbing fitting, or fixture shall be calculated by using the following formula: For each wetted component, the percentage of lead in the component shall be multiplied by the ratio of the wetted surface area of that component to the total wetted surface area of the entire product to arrive at the weighted percentage of lead of the component. The weighted percentage of lead of each wetted component shall be added together, and the sum of these weighted percentages shall constitute the weighted average lead content of the product. The lead content of the material used to produce wetted components shall be used to determine compliance with paragraph (A) (2). For lead content of materials that are provided as a range, the maximum content of the range shall be used.
- 4) "Public drinking water system" means any publicly or privately owner water system supplying water to the general public which is satisfactory for drinking, culinary and domestic purposes and meets the requirements of the Missouri Department of Natural Resources; and
- 5) "Water purveyor" means the owner, operator, or individual in responsible charge of a public water system.
- 6) "Exemptions"
  - a) pipes, pipe fittings, plumbing fittings, or fixtures, including backflow preventers, that are used exclusively for non-potable services such as manufacturing, industrial processing, irrigation, outdoor watering, or any other uses where the water is not anticipated to be used for human consumption; or
  - b) toilets, bidets, urinals, fill valves, flush-o-meter valves, tub fillers, shower valves, service saddles, or water distribution main gate valves that are 2 inches in diameter or larger.

Section 500.060. Lead Banned from Drinking Water Plumbing

- A. No water service connection shall be installed or maintained to any premises where lead base materials were used in new construction or modifications of the drinking water plumbing after January 1, 1989.
- B. If a premise is found to be in violation of Section 500.060 A., water service shall be discontinued until such time that the drinking water plumbing is lead free.

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 6058 was introduced and read the first time this 5<sup>th</sup> day of June 2017.
- B. Bill Number 6058 was read the second time and discussed this 26<sup>th</sup> day of June 2017. Councilman Merideth moved to approve Bill Number 6058. The motion was seconded by Councilwoman White-Ross and the following roll call vote recorded:

Evans Aye, Merideth Aye, Settles Aye,  
White-Ross Aye, and Burch Aye, thereby being passed  
and becoming Ordinance 6058.

- C. Ordinance 6058 shall be in full force and effect from and after July 27<sup>th</sup>, 2017.

Approval of Phase II Summer Street & Stormwater Management Improvement Program

Director Lancaster reviewed the bids received for the second phase of the summer street and stormwater program. In addition to street and drainage improvements, this project also includes some trail and complex improvements funded through other sources.

Councilman Settles moved to award Bid Number 17-21 for phase two of the summer street and stormwater management improvement program to Lappe Cement Finishing for the low bid of \$383,370.76. The motion was seconded by Councilman Merideth and the following roll call vote recorded:

Evans Aye, Merideth Aye, Settles Aye,  
White-Ross Aye, and Burch Aye, thereby being passed.

Other Items

Sgt. Wheetley showed the new bullet proof vests purchased for the special ops team.

Mayor Burch suggested the council agenda items scheduled for the July 31<sup>st</sup> meeting be moved to the July 20<sup>th</sup> meeting.

**ADJOURNMENT**

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

Evans Aye, Merideth Aye, Settles Aye,  
White-Ross Aye, and Burch Aye, thereby being passed.

APPROVED:

\_\_\_\_\_  
STEVEN BURCH, MAYOR

ATTEST:

\_\_\_\_\_  
CARROLL L. COUCH, CITY CLERK

SEAL:



**SPECIAL CITY COUNCIL MEETING**  
**JULY 20, 2017**

**CALL TO ORDER/RECORD OF ATTENDANCE**

The special Sikeston City Council meeting of July 20, 2017 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 Councilmen Karen Evans, Jon Gilmore, Ryan Merideth, Brian Self, Gerald Settles, and Mary White-Ross. Staff in attendance were: City Clerk Carroll Couch, City Treasurer Karen Bailey, Deputy City Clerk Rhonda Council, Public Safety Director Mike Williams, Assistant Public Safety Director James McMillen, Public Works Director Jay Lancaster, Parks Director Dustin Care, Street Superintendent Brian Dial, Street Supervisor Darren Martin, and Network Administrator Sam Villagrana.

**ITEMS OF BUSINESS**

**Authorization to Execute Contract for Provision of Residential Solid Waste Services**

Director Lancaster reviewed the proposed contract with Sonny's Solid Waste for residential solid waste services. The Household waste charge will be \$23.16 per month beginning September 1, 2017. The fee will increase thirty-three cents in 2018 and thirty-four cents each year thereafter. The contract is for a five-year period with a three year extension if all parties are agreeable.

Councilman Merideth moved to approve the contract as presented. The motion was seconded by Councilman Gilmore and the following vote recorded:

Evans Aye, Gilmore Aye, Merideth Aye, Self Aye, Settles Aye,  
White-Ross Aye, and Burch Aye, thereby being passed.

**FY18 Budget Reallocation within General Fund**

City Treasurer Bailey requested reallocation of funds within the General Fund for the purpose aligning expenditures with personnel assignments. Employees previously assigned to Governmental Services are being moved to Administrative Services. There is no increase in personnel and there is no impact to the General Fund.

Councilman Self moved to authorize the reallocation of funds within the General Fund, as requested. The motion was seconded by Councilman Merideth and the following vote recorded:

Evans Aye, Gilmore Aye, Merideth Aye, Self Aye, Settles Aye,  
White-Ross Aye, and Burch Aye, thereby being passed.

**Award Bid 17-33, SAN Dell EMC Storage Array & Backup Device**

The Dell VNXe 3100, which stores all of the city's data as well as supply storage for our virtual servers is at 99% capacity. Network Administrator Villagrana reviewed the bids to replace the device. \$70,000 was included in the FY2018 Budget for this item.

Councilman Settles moved to award Bid Number 17-33 to Broadtek of Cape Girardeau in the amount of \$49,956.72. The motion was seconded by Councilman Gilmore and the following vote recorded:

Evans Aye, Gilmore Aye, Merideth Aye, Self Aye, Settles Aye,  
White-Ross Aye, and Burch Aye, thereby being passed.

Award Bid 18-1 to Bootheel Fence Company

Bids for the replacement of two backstops in the Recreation Complex were reviewed by Parks Director Dustin Care. \$55,000.00 was included in the FY2018 Budget for this project.

Councilman Gilmore moved to award Bid Number 18-1 to Bootheel Fence Company in the amount of \$53,950.00. The motion was seconded by Councilman Self and the following vote recorded:

Evans Aye, Gilmore Aye, Merideth Aye, Self Aye, Settles Aye,  
White-Ross Aye, and Burch Aye, thereby being passed.

Appointment to Friends of the Sikeston Pet and Animal Welfare Shelter (PAWS) Advisory Board

Councilman Gilmore nominated Councilwoman Evans to serve as the City Council representative on the Sikeston PAWS Board. The nomination was seconded by Councilman Merideth and the following vote recorded:

Evans Aye, Gilmore Aye, Merideth Aye, Self Aye, Settles Aye,  
White-Ross Aye, and Burch Aye, thereby being passed.

South Industrial Park Financing

City Clerk Carroll Couch reviewed financing options for the purchase of the 265 acres south of Sikeston for the new industrial park. Councilman Gilmore moved to authorize staff to proceed with bidding for the industrial park financing. The motion was seconded by Councilwoman White-Ross. The following vote was recorded:

Evans Aye, Gilmore Aye, Merideth Aye, Self Aye, Settles Aye,  
White-Ross Aye, and Burch Aye, thereby being passed.

DPS Air Pack Demonstration

PSO James Whitely demonstrated the self-contained breathing apparatus purchased with funds from the FEMA Assistance to Firefighter Grant.

**ADJOURNMENT**

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

Evans Aye, Gilmore Aye, Merideth Aye, Self Aye, Settles Aye,  
White-Ross Aye, and Burch Aye, thereby being passed.

APPROVED:

\_\_\_\_\_  
STEVEN BURCH, MAYOR

ATTEST:

\_\_\_\_\_  
CARROLL L. COUCH, CITY CLERK

SEAL:

## MINUTES OF A REGULAR MEETING

### HOUSING AUTHORITY OF THE

### CITY OF SIKESTON, MISSOURI

### HELD ON THE EIGHT DAY OF MAY 2017

On the Eight Day of May, at 12:00 Noon, the Board of Commissioners of the Housing Authority of the City of Sikeston, Missouri met in a regular session at the Housing Authority Office Building in Sikeston, Missouri.

The Meeting was called to order and upon roll call, the following members of the Body were present:

Present: Chairman Mike Jensen, Vice-Chairperson Michele Knickman, Commissioner Alice Tharp, and Commissioner Kathy Teachout

Absent: Commissioner John Leible

Also Present: Mary White-Ross, City Council Liaison, and Bobby K. Henry, Executive Director

Being a quorum present, the following business was transacted:

Minutes of the regular meeting of April 10, 2017 were presented and upon a motion duly made by Commissioner Kathy Teachout, and seconded by Vice-Chairperson Michele Knickman, and unanimously carried, the Minutes were approved as presented.

Thereupon the following bills were presented for payment:

Aramark	143.36	Moll Printing	325.70
AT&T	363.67	Morlan Ford Lincoln	88.90
Auto Zone	3.79	O'Reilly Auto Parts	176.69
Beaver Janitor Supply	128.75	Plumbmaster	760.48
Board of Municipal Utilities	27,649.53	Plumbers Supply	3.07
Charter Communications	144.85	Professional Commercial Service	330.00
C&K Building Supply	139.53	RAM Housing Specialists	106.00
Decota Electric	286.62	Sam's Club	55.05
Garage Door Company	462.70	Slusher	27.98
G & D Communications	72.00	Sonny's Solid Waste	2,700.00
Larry's Mow Better	790.00	Standard Democrat	344.80
Liberty Utilities	4,271.51	Tri-County Transfer	1,155.00
Menards	1,507.33		
Mid-South Office Supply	808.17	Total for March	\$42,845.48

Motion duly made by Commissioner Kathy Teachout to pay bills as presented, seconded by Commissioner Alice Tharp. Motion carried unanimously.

The Capital Fund report and requisitions for the period ending April 2017 were presented. The requisitions included \$2,400.00 to Dunker Consultants (501-16). Motion duly made by Commissioner Alice Tharp, to

pay requisition for a grand total of \$2,400.00, seconded by Vice-Chairman Michele Knickman. Motion carried unanimously.

The following Resolution No 698 was introduced for consideration:

RESOLUTION NO 698

A RESOLUTION REPLACING THE EXISTING VIOLENCE AGAINST WOMEN ACT (VAWA)  
POLICY

Vice-Chairman Michele Knickman, duly made the motion to adopt Resolution No 698, seconded by Commissioner Kathy Teachout, and upon the roll call the “Ayes” and “Nays” were as follows:

Ayes: Chairman Mike Jensen, Vice-Chairman Michele Knickman, Commissioner  
Alice Tharp, and Commissioner Kathy Teachout

Nays: None

Resolution No 698 was declared adopted by Chairman Mike Jensen.

The Board of Commissioners reviewed the FY 2017 first quarter financial statements.

Being no further business to come before the Body, Commissioner Kathy Teachout moved to adjourn, seconded by Commissioner Alice Tharp. Meeting adjourned.

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Mike Jensen, Chairman

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Bobby K. Henry, Secretary

**RESOLUTION NO 698**

**A RESOLUTION REPLACING THE EXISTING VIOLENCE AGAINST WOMEN ACT (VAWA) POLICY**

**WHEREAS**, the Housing Authority of the City of Sikeston (SHA) is a Public Housing Authority duly organized and operating as a municipal corporation under Missouri Revised Statutes Chapter 99.101-99.230; and,

**WHEREAS**, it is deemed necessary to establish and at time amend said Programs, Policy, and/or Procedures in accordance with local, state, and/or federal regulations

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF SIKESTON**

The Housing Authority of the City of Sikeston hereby rescinds the Violence Against Women Act adopted by Resolution No. 608 on March 12, 2007 and amended by Resolution No. 675 on August 11, 2014 and adopts the attached as the current and acting Violence Against Women Act.

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Mike Jensen, Chairman

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Bobby K. Henry, Secretary

Adopted this 8<sup>th</sup> Day of May, 2017

**MINUTES OF A REGULAR MEETING**  
**HOUSING AUTHORITY OF THE**  
**CITY OF SIKESTON, MISSOURI**  
**HELD ON THE TWELFTH DAY OF JUNE 2017**

On the Twelfth Day of June, at 12:00 Noon, the Board of Commissioners of the Housing Authority of the City of Sikeston, Missouri met in a regular session at the Housing Authority Office Building in Sikeston, Missouri.

The Meeting was called to order and upon roll call, the following members of the Body were present:

Present: Chairman Mike Jensen, Vice-Chairperson Michele Knickman, Commissioner Kathy Teachout, and Commissioner John Leible

Absent: Commissioner Alice Tharp

Also Present: Mary White-Ross, City Council Liaison, and Bobby K. Henry, Executive Director

Being a quorum present, the following business was transacted:

Minutes of the regular meeting of May 8, 2017 were presented and upon a motion duly made by Commissioner Kathy Teachout, and seconded by Commissioner John Leible, and unanimously carried, the Minutes were approved as presented.

The Capital Fund report and requisition for the period ending May 2017 were presented. The requisition included \$2,400.00 to Dunker Consultants (501-16). Motion duly made by Vice-Chairperson Michele Knickman, to pay requisition for a grand total of \$2,400.00, seconded by Commissioner John Leible. Motion carried unanimously.

The following Resolution No 699 was introduced for consideration:

**RESOLUTION NO 699**

**A RESOLUTION TO PARTICIPATE IN A FEDERAL LAWSUIT CHALLENGING THE PUBLIC  
HOUSING OPERATING RESERVE OFFSET IMPOSED BY CONGRESS AND THE U.S.  
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) ON THE FISCAL YEAR 2012  
PUBLIC HOUSING OPERATING SUBSIDY**

Vice-Chairperson Michele Knickman, duly made the motion to adopt Resolution No 699, seconded by Commissioner John Leible, and upon the roll call the "Ayes" and "Nays" were as follows:

Ayes: Chairman Mike Jensen, Vice-Chairperson Michele Knickman, Commissioner Kathy Teachout, and Commissioner John Leible

Nays: None

Resolution No 699 was declared adopted by Chairman Mike Jensen.

Being no further business to come before the Body, Vice-Chairperson Michele Knickman moved to adjourn, seconded by Commissioner John Leible. Meeting adjourned.

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Mike Jensen, Chairman

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Bobby K. Henry, Secretary



**LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY  
CITY OF SIKESTON  
MEETING**

Monday, March 20, 2017  
11:30 a.m.

Council Chambers  
105 East Center Street  
Sikeston, Missouri

**MEETING MINUTES**

**I. MEETING CALLED TO ORDER**

Dan Marshall called the meeting to order at 11:42 a.m.

**II. ROLL CALL**

Members Attending: Michael Harris, Mike Jensen, John Leible, Dan Marshall, and Matt Wright  
Council Liaison: Absent  
Staff Attending: Angie Keller and Collin Cecil (late)  
Guest Attending: David Crader, Edie Bartlett - Crader Law Firm

**III. APPROVAL OF MINUTES**

Leible made a motion to approve the minutes from the meeting of February 21, 2017 as submitted. Harris seconded the motion. Motion carried unanimously.

**IV. BILLS AND COMMUNICATIONS**

Jensen made the motion to approve the bills as follows:

- A. Buffalo Wild Wings- \$98.26
- B. City of Sikeston- Taxes- \$14.33

Wright seconded the motion. Motion carried unanimously.

**V. LCRA BUSINESS:**

A. David Crader informed the Board that contact with Mr. Michael Bell, regarding the sale of 848 Ruth, was made on February 23, 2017. Mr. Bell stated that he was still interested in purchasing the property for \$3,000.00 and he would be in to close sometimes during the month of March when he was back in town. Discussion only. No vote.

B. David Crader informed the Board that he sent Mr. Donald Gipson a letter rejecting his offer of \$400.00 for 319 & 323 Dixie. Discussion only. No vote.

C. David Crader informed the Board that he sent another letter to Mr. Brett Stone, offering to purchase back 820, 826-840 Ruth for \$4,000.00. Discussion only. No vote.

D. David Crader informed the Board that Habitat for Humanity was looking at List 1 properties and "Outblock 38" properties for the possible purchase of lots to begin building houses. Discussion only. No vote.

## **VI. ADJOURNMENT:**

The next LCRA meeting will be on Monday, April 17, 2017 at 11:30 a.m. in the Council Chambers. There being no further business to come before the Committee, a motion was made to adjourn. The motion was seconded and carried unanimously. The meeting was adjourned at 12:04 p.m.

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**Angie Keller, Administrative Assistant**

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**Dan Marshall, Chairman**

**LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY  
CITY OF SIKESTON  
MEETING  
Monday, April 17, 2017  
11:30 a.m.**

Council Chambers  
105 East Center Street  
Sikeston, Missouri

**MEETING MINUTES**

**I. MEETING CALLED TO ORDER**

Dan Marshall called the meeting to order at 11:42 a.m.

**II. ROLL CALL**

Members Attending: Dan Marshall, Mike Jensen and John Leible,  
Council Liaison: Absent  
Staff Attending: Jay Lancaster and Collin Cecil  
Guest Attending: David Crader, Edie Bartlett - Crader Law Firm

**III. APPROVAL OF MINUTES**

Leible made a motion to approve the minutes from the meeting of March 20, 2017 as submitted. Harris seconded the motion. Motion carried unanimously.

**IV. BILLS AND COMMUNICATIONS**

Leible made the motion to approve the bills as follows:

- A. David Crader, Attorney at Law, LLC-\$2,230.00
- B. Buffalo Wild Wings- \$95.54

Jensen seconded the motion. Motion carried unanimously.

**V. LCRA BUSINESS:**

A. David Crader informed the Board that his office was working on clearing up the title to Outblock 38; once that is completed Habitat for Humanity is interested in purchasing the entire block for future sites to build. Discussion only. No vote.

B. David Crader informed the Board that he received a letter from Mr. Brett Stone, regarding his intentions for 820, 826-840 Ruth. The Board agreed to wait for his time limit of August 31, 2017 for renovations. Discussion only. No vote.

D. David Crader informed the Board that Farrell Wilson has requested to purchase 206-208 Jaycee. David Crader to write letter to Mr. Wilson requesting written offer to purchase properties. Discussion only. No vote.

E. Jay Lancaster informed the Board of the status of the CDBG and demolition of seven properties with CDBG funds. Discussion only. Note vote.

F. Jay Lancaster informed the Board of Spread Hope Now working towards possible hosing grants. Discussion only. No vote.

## **VI. ADJOURNMENT:**

The next LCRA meeting will be on Monday, May 15, 2017 at 11:30 a.m. in the Council Chambers. There being no further business to come before the Committee, a motion was made to adjourn. The motion was seconded and carried unanimously. The meeting was adjourned at 12:26 p.m.

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**Edie Bartlett, Assistant**

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**Dan Marshall, Chairman**

**LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY  
CITY OF SIKESTON  
MEETING**

Monday, May 15, 2017  
11:30 a.m.

Council Chambers  
105 East Center Street  
Sikeston, Missouri

**MEETING MINUTES**

**I. MEETING CALLED TO ORDER**

Matt Wright called the meeting to order at 11:49 a.m.

**II. ROLL CALL**

Members Attending: Matt Wright, Mike Jensen and Michael Harris,  
Council Liaison: Absent  
Staff Attending: Jay Lancaster and Collin Cecil  
Guest Attending: David Crader, Edie Bartlett - Crader Law Firm

**III. APPROVAL OF MINUTES**

Harris made a motion to approve the minutes from the meeting of April 17, 2017 as submitted. Jensen seconded the motion. Motion carried unanimously.

**IV. BILLS AND COMMUNICATIONS**

Jensen made the motion to approve the bills as follows:

- A. David Crader, Attorney at Law, LLC-\$1,120.00
- B. Buffalo Wild Wings- \$141.32

Harris seconded the motion. Motion carried unanimously.

**V. LCRA BUSINESS:**

A. David Crader informed the Board of an offer to purchase 139 Fourth Street from James and Carolyn Day for \$500.00. Mike Jensen made a Motion to accept the current offer from James and Carolyn Day. Michael Harris seconded the Motion. Motion carried unanimously.

B. David Crader informed the Board of an offer to purchase 811 William from Brenda Williamson for \$500.00. Mike Jensen made a Motion to accept the current offer from Brenda Williamson. Michael Harris seconded the Motion. Motion carried unanimously.

C. David Crader informed the Board of an offer to purchase 615 Daniel from Tim Merideth for \$500.00. Mike Jensen made a Motion to accept the current offer from Tim Merideth. Michael Harris seconded the Motion. Motion carried unanimously.

D. Jay Lancaster informed the Board of the status of the CDBG and demolition of properties with CDBG funds. Discussion only. Note vote.

## **VI. ADJOURNMENT:**

The next LCRA meeting will be on Monday, June 19, 2017 at 11:30 a.m. in the Council Chambers. There being no further business to come before the Committee, a motion was made to adjourn. The motion was seconded and carried unanimously. The meeting was adjourned at 12:16 p.m.

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**Angie Keller, Assistant**

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**Matt Wright, Vice-Chairman**

**Sikeston Public Library  
Board of Trustees Meeting  
Monday, May 8, 2017  
4:30pm**

The Board of Trustees of Sikeston Public Library met at 4:30 p.m. on Monday, May 8, 2017, in the McAmis Community Room of the Sikeston Public Library. Present were Mrs. Boardman, Dr. Bohannon, Mrs. Brown, Mrs. Chitwood, Mrs. Lawson, Mr. Leible, Mr. Polivick, Ms. Thompson, and Mr. Eifert, Director. Mrs. Tetley was absent.

The meeting was called to order at 4:30 p.m. by board president Lew Polivick

**MINUTES**

Ms. Thompson made a motion to accept the minutes from the April 2017 meeting. Mrs. Chitwood seconded and the motion carried.

**PETTY CASH**

Mrs. Brown made a motion to accept the Petty Cash Report for April 2017. Mrs. Lawson seconded and the motion carried.

**BILLS**

Ms. Thompson made a motion to accept the bills for April 2017 as presented. Mrs. Boardman seconded and the motion carried.

**COMMITTEES**

**FINANCE**—The finance committee met on April 28 to draft a budget for the 2018 fiscal year. The budget was presented to the board for comment and consideration. Mrs. Chitwood voted to accept the budget as presented. The motion was seconded by Mrs. Brown and passed unanimously.

**PERSONNEL**—No report.

**OPERATIONS**—B&B Striping of Bloomfield presented the library with a bid of \$880 to stripe the parking lot, including entrance/exit arrows. Mrs. Chitwood moved that the board accept this bid for the work. Ms. Thompson seconded, and the motion passed unanimously.

### **LIBRARIAN'S REPORT**

- The library began processing passport applications on Monday, April 24. Eight passport applications were executed within the first week that the service was offered.
- The library cleared \$1,723 from its annual Used Book Sale. A visitor to the book sale removed all the leftover books after the sale closed.
- Board members were presented with a list of names of those interested in serving on the library board. Ms. Thompson's term expires on June 30, and she cannot be reappointed. Mrs. Chitwood and Mrs. Lawson have previously expressed interest in serving another term on the board. Mr. Eifert was instructed to express the board's preference for Carolyn Harris to be appointed to the board vacancy, with Libby Caskey as an alternate if Mrs. Harris is no longer interested in serving on the board.

### **ADJOURNMENT**

Dr. Bohannon made a motion to adjourn. Mr. Leible seconded and the motion carried. The meeting adjourned at 5:15 pm.



**Sikeston Public Library  
Board of Trustees Meeting  
Monday, June 5, 2017  
4:30pm**

The Board of Trustees of Sikeston Public Library met at 4:30 p.m. on Monday, June 5, 2017, in the Draughon Community Room of the Sikeston Public Library. Present were Mrs. Boardman, Dr. Bohannon, Mrs. Brown, Mrs. Chitwood, Mrs. Lawson, Mr. Leible, Mr. Polivick, and Mr. Eifert, Director. Mrs. Tetley and Ms. Thompson were absent.

The meeting was called to order at 4:30 p.m. by board president Lew Polivick

**MINUTES**

Mrs. Chitwood made a motion to accept the minutes from the May 2017 meeting. Mrs. Lawson seconded and the motion carried.

**PETTY CASH**

Mrs. Brown made a motion to accept the Petty Cash Report for May 2017. Dr. Bohannon seconded and the motion carried.

**BILLS**

Mr. Leible made a motion to accept the bills for May 2017 as presented. Mrs. Lawson seconded and the motion carried.

**CITY FINANCIAL STATEMENT**

The city financial statement for April 2017 was reviewed.

**COMMITTEES**

**FINANCE**—Mrs. Tetley will be taking bids from local banks for the renewal of the library's certificate of deposit. Since this requires action before the next scheduled meeting of the board, members will be polled electronically for the approval of a bid for the CD's renewal.

**PERSONNEL**—No report.

**OPERATIONS**—No report

## **LIBRARIAN'S REPORT**

- Passport acceptance is going well. The suggestion was made that we publicize this service to area chambers of commerce.
- Parking lot striping was completed in mid-May. Extra handicapped parking spots were installed by the city, but these may need to be relocated.
- Mr. Eifert asked the board to reconsider moving to the WordPress website for the library. The library's current site is 12 years old and looks dated. Dr. Bohannon moved to proceed with the new website. Mrs. Brown seconded the motion, which passed unanimously.
- Our renewal for property insurance will include cyber-liability coverage, which protects the library in the event of hacking or data compromise. Greg Colwick of Mitchell Insurance said that this is becoming standard in their policy renewals.
- The library has received a request from Montgomery Bank to use the McAmis Community Room for a book signing. Typically, the library has not provided space for such events for businesses. Mr. Eifert was instructed to obtain more information about their needs and determine whether it falls within library policy.
- Mr. Eifert will be out of the library some afternoons, as he has been appointed to a six-month term of grand jury service.
- Mr. Eifert asked the board to reschedule the July board meeting, due to the early date of the meeting and the fact that it falls on the Independence Day holiday weekend. The next board meeting will be held on Monday, July 10, at 4:30 p.m.

## **ADJOURNMENT**

Mrs. Chitwood made a motion to adjourn. Mr. Leible seconded and the motion carried. The meeting adjourned at 4:55 pm.

**RESOLUTION NO 699**

**A RESOLUTION TO PARTICIPATE IN A FEDERAL LAWSUIT CHALLENGING THE PUBLIC HOUSING OPERATING RESERVE OFFSET IMPOSED BY CONGRESS AND THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) ON THE FISCAL YEAR 2012 PUBLIC HOUSING OPERATING SUBSIDY**

**WHEREAS**, the Housing Authority of the City of Sikeston (SHA) is a Public Housing Authority duly organized and operating as a municipal corporation under Missouri Revised Statutes, Chapter 99.101-99.230; and,

**WHEREAS**, the Housing Authority of the City of Sikeston ensures its contracts with the U.S. Department of Housing and Urban Development (HUD) are current. One contract being the Annual Contributions Contract (ACC) between HUD and Public Housing Agencies; and,

**WHEREAS**, 309 housing authorities filed a lawsuit in the United States Court of Federal Claims (Claims Court) for breach of the Annual Contributions Contract (ACC) and the Claims Court ruled in favor of the 309 housing authority plaintiffs and awarded a total of over \$135 million; and,

**WHEREAS**, the Housing Authority of the City of Sikeston did not enter in the first lawsuit but does now wish to participate in a second lawsuit along with other housing authorities that did not join the first lawsuit for money damages that could total approximately \$230 million with the Housing Authority of the City of Sikeston's estimated amount of money damages being \$442,311 based on the Claims Court first decision; and,

**WHEREAS**, housing authorities desiring to participate in any lawsuit against the United States of America cannot use any federal funds to do so and since all funds held by the Housing Authority of the City of Sikeston are considered federal funds; the Housing Authority of the City of Sikeston has asked the City of Sikeston for assistance. The City of Sikeston has graciously agreed to provide the Housing Authority of the City of Sikeston with non-federal funds of \$1,000 for the filing fee to participate in the second lawsuit.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF SIKESTON THAT:**

With the assistance of non-federal funds provided by the City of Sikeston, the Sikeston Housing Authority will participate in a second lawsuit against the United States of America for its breach of the Annual Contributions Contract (ACC). This breach resulted in unlawful taking of FY 2012 public housing operating subsidy and left the Housing Authority of the City of Sikeston in a tenuous financial position in FY 2012.

Adopted this 12<sup>th</sup> Day of June 2017

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Mike Jensen, Chairman

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Bobby K. Henry, Secretary

## **Planning and Zoning Minutes**

**April 11, 2017**

**Sikeston City Hall**

**4:00 p.m. - Meeting**

### **Roll Call:**

**Members Present:** J. Miller, Ozment, Settles, Teachout, Thornton, and Ziegenhorn

**Absent Members:** Marshall, E. Miller, and Sutton,

**Other Staff Members Present:** Angie Keller- Administrative Assistant  
Collin Cecil- Sr. Building Official  
Chuck Leible- City Counselor  
Jonathan Douglass- City Manager  
Steven Burch- Mayor

**Guests:** Norman Lambert, Darrall Hirtz, Jeff Tinnin, Jessica Tinnin, Karl Klimmek, Jim Bucher, Dan Marshall, and Zach Fayette

### **APPROVAL OF MINUTES:**

Minutes of the March 14, 2017 meeting were presented for approval. A motion was made by Thornton to approve the minutes as presented. J. Miller seconded the motion. Roll call vote was as follows:

Ayes: J. Miller, Ozment, Settles, Teachout, Thornton, and Ziegenhorn

Nays: None

Motion Passed 6 - 0

### **ITEMS OF BUSINESS:**

**A request from Lambert Engineering for the approval of a proposed subdivision (C.D. Matthews South Main, 1st Addition) which consists of approximately 4.09 acres and is located generally north of Helen Street and west of US Highway 61, and east of Warner Street, in the City of Sikeston, Scott County, Missouri.**

After discussion, a motion was made by Settles, to approve the request from Lambert Engineering for the approval of a proposed subdivision (C.D. Matthews South Main, 1<sup>st</sup> Addition) which consists of approximately 4.09 acres and is located generally north of Helen Street and west of US Highway 61, and east of Warner Street, in the City of Sikeston, Scott County, Missouri. Ziegenhorn seconded the motion. Roll call vote was as follows:

Ayes: Ozment, Settles, Teachout, Thornton, Ziegenhorn, and J. Miller

Nays: None

Motion Passed: 6 – 0

**A request from Waters Engineering on the behalf of Mayson Investments, LLC, for the approval of a proposed subdivision (Sikeston Point, 2<sup>nd</sup> Addition) which consists of approximately 1.27 acres and is generally south of Southland Avenue, west of US Highway 61 and east of South Kingshighway Street, in the City of Sikeston, New Madrid County, Missouri.**

After discussion, a motion was made by Thornton to approve the request from Waters Engineering on the behalf of Mayson Investments, LLC, for the approval of a proposed subdivision (Sikeston Point, 2<sup>nd</sup> Addition) which consists of approximately 1.27 acres and is generally south of Southland Avenue, west of US Highway 61 and east of South Kingshighway Street, in the City of Sikeston, New Madrid County, Missouri. Ziegenhorn seconded the motion. Roll call vote was as follows:

Ayes: Settles, Teachout, Thornton, Ziegenhorn, J. Miller and Ozment

Nays: None

Motion Passed: 6 – 0

**A request from City Staff for consideration of an amendment to the use table found in Section of 405.1130 of the City Code, to prohibit both the manufacture and storage of organic fertilizer (such as manure) in all zoning districts.**

After discussion, a motion was made by Teachout to approve the request from City Staff for consideration of an amendment to the use table found in Section of 405.1130 of the City Code, to prohibit both the manufacture and storage of organic fertilizer (such as manure) in all zoning districts. J. Miller seconded the motion. Roll call vote was as follows:

Ayes: Teachout, Thornton, Ziegenhorn, J. Miller, Ozment and Settles

Nays: None

Motion Passed: 6 – 0

**Adjournment:** There being no further business, a motion was made by Thornton to close the public hearing and adjourn. The motion was seconded by J. Miller. The motion was carried by unanimous vote. The meeting adjourned.

Respectfully submitted by:

Attested by:

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Angie Keller, Administrative Assistant

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Gary Ozment, Chairman

## Council Letter

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Date of Meeting: 17-08-07

Originating Department: General Government

To the Mayor and City Council:

Subject: Briefing: Boards & Commissions Appointments

Attachments:

1. Summary, Boards & Commissions membership, terms and applicants
2. Listing of residents seeking appointment (Resource Bank Applicants)
3. Listing of Current Boards and Commissions Members

Action Options:

1. Briefing, No Council Action Required
2. Other Action Council May Deem Necessary

Background:

With board and commission terms expiring in October, staff has begun the process of identifying Council appointees with expiring terms, confirming their interest in reappointment, and seeking new applicants, as needed. Attached is a detailed summary of each board/commission's membership, qualifications for appointment and appointments on which Council action is required.

Staff is using print, broadcast and social media to inform residents about the City's boards and commissions program. Applications, available online, at City Hall and the Sikeston Public Library, will be accepted through August 25.

Council action on these 26 appointments will be requested during the September regular meeting. Oath of Office ceremonies will be conducted during the 11:30 AM meeting of September 25 and the 5 PM meeting of October 2.

Council action will be requested as follows:

BOARD OF ADJUSTMENTS: 2 possible reappointments;

BOARD OF APPEALS: 1 appointment;

BMU COMMISSION: 1 possible reappointment;

LAND CLEARANCE REDEVELOPMENT AUTHORITY: 1 possible reappointment;

PARK BOARD: 2 possible appointments; 1 possible reappointment

PLANNING & ZONING COMMISSION: 1 possible appointment; 1 possible reappointment;

PUBLIC SAFETY ADVISORY BOARD: 2 appointments;

RENTAL ORDINANCE APPEALS BOARD: 3 appointments with all being possible reappointments;

TAX INCREMENT FINANCE COMMISSION: 1 possible appointment; 1 possible reappointment

TOURISM ADVISORY BOARD: 1 appointment; 1 possible reappointment

TRAFFIC COMMITTEE: 1 possible appointment;

SEMO UNIVERSITY SIKESTON CAMPUS ADVISORY COUNCIL: 2 appointments; 4 possible reappointments.

# CITY OF SIKESTON

## 2017 BOARDS AND COMMISSIONS APPOINTMENT SUMMARY

### APPOINTEES WITH TERMS EXPIRING IN 2017

**Appointment Policy:** With no board and commission term limits established in the Charter or City Code, Council policy has been to limit appointments to two full terms. This has been superseded, however, when qualified candidates are not available, or when the board or commission is undertaking a project where a change in membership could be detrimental to the project's outcome. In regard to the Library Board, State Statute establishes a limit of two consecutive terms commencing on July 1 of each year. Also the contract establishing the SEMO University - Sikeston Campus Advisory Council limits appointees to two consecutive terms commencing on January 1 of each year.

BOARD OF ADJUSTMENTS		APPOINTMENTS REQUESTED: 2	
<u>Term Expiring:</u>		<u>Length of Service</u>	<u>Eligible/Seeks Reappointment</u>
Mike Ziegenhorn, Alternate Member		Interim Appt.	
Jodi Glidewell, Full Member		Interim Appt.	Yes
<u>Remaining Board Members:</u>			
Voting members - Harvey Cooper, William Nace, Jessie Redd, Ron Galemore			
Alternates - James Miller, Ellen Brandom			
<u>Qualifications for Appointment:</u>	Must be citizen of Sikeston (RSMo 89.080)		
<u>Term Length:</u>	5 Years		
<u>Applicants:</u>	Larry "Wayne" Wheatley, 214 Thomas Dr.		

BOARD OF APPEALS		APPOINTMENTS REQUESTED: 1	
<u>Terms Expiring:</u>		<u>Length of Service</u>	<u>Eligible/Seeks Reappointment</u>
Vacancy (Cohen resignation)		Interim thru 2017	
<u>Remaining Board Members:</u>			
Michael Limbaugh, Reade Ferguson , Carl Vincent, James Beaird, Ron Galemore, Larry "Wayne" Wheatley			
<u>Qualifications for Appointment:</u>	Municipal Code requires members to be a registered architect, registered engineer or have experience in the following occupations: licensed general contractor, electrical supplier, licensed heating and cooling contractor, plumbing supplier, licensed plumber, building supplier, licensed electrician, or licensed real estate broker. Should a candidate from any of the above professions not be available for appointment, Council at its discretion, may duplicate or substitute a field.		
<u>Term Length:</u>	3 Years		
<u>Applicants:</u>	None		



Term Expiring:

Tim Merideth

Length of Service

1 Term

Eligible/Seeks Reappointment

Yes

Remaining Commission Members:

Alan Keenan (Independent), Bob Smith (Independent), Brian Menz (Independent)

Qualifications for appointment:

Must be a resident of Sikeston for four years prior to appointment; may hold no other public office or be an employee of city government; and may have no business relationship with the Board other than as a consumer. No more than two Board members may be of the same political party.

Length of Term: 4-YearsApplicants:

Name	Address	Meets Residency Requirement	Party
Missy Marshall	510 N. Kingshighway	Yes	Independent
Matt Drake	821 Harvard	Yes	Independent
Jim Burden	811 Ladue Dr.	Yes	Conservative
Jim McClure	104 Meadowbrook	Yes	Democrat
Gordon Jones	226 N. Kingshighway	Yes	Republican
James Miller	516 W. Lindenwood Ave	Yes	Republican
Dan Sutton	102 Winter Dr.	No	Republican
Clovis Delwiche	107 Charles Dr.	Yes	Democrat
Ronald M. Payne	820 Moore Ave.	Yes	Republican
Chad Drowe	613 Thornwood Ave.	Yes	Republican
Marcie Lawson	821 Clearwater Rd.	Yes	Republican
Paul Cohen	118 N. 6th Street	Yes	Republican

Term Expiring:

Dan Marshall

Length of Service

Two Full Terms

Eligible/Seeks Reappointment**Seeks Reappointment**Remaining Members:

Mike Jensen, John Leible, Matthew Wright and Michael Harris

Qualifications for appointment:

Appointees shall be taxpayers who have resided within Sikeston for five years prior to their appointment.

Length of Term: 4-YearsApplicants:

Name	Address	Meets Residency Requirement
Marcie Lawson	821 Clearwater Rd	Yes
Kathy Teachout	713 Hickory Dr.	Yes
Morgan Hough	105 Grove St.	Yes
Mike Ziegenhorn	558 Park	Yes
Richard Sherman	133 Greenbriar Dr.	Yes
Michael Wondel	807 Sikes	No
Paul Cohen	118 N. 6th Street	Yes
James Barnhart	546 N. Ranney	Yes

**PARK BOARD****APPOINTMENTS REQUESTED: 3**Terms Expiring:

Jackie Cowan

Jason Davis

Susanne Chitwood

Length of Service

Two Full Terms

One Full Term

2 Full Terms

Eligible/Seeks Reappointment

Yes

Remaining Members:

Ellen Brandom, Jared Straton, Wade Hamra, and Marcie Lawson, Jeff Hay, Charlotte York

Qualifications for appointment:

Must be a citizen of Sikeston. No member of municipal government may be appointed to the board (RSMo 90.520)

Length of Term: 3-YearsApplicants:

Name	Address	Meets Residency Requirement
Derrick Pullen	919 Stanford	Yes
Emily Deuster	1015 Pine St.	Yes
Mark Grimes	937 Bucklin Circle	Yes
Andrew Jones	202 Missouri Ave.	Yes
Tim Jackson	603 Ashley	Yes
Delbert Curry	601 Maple	Yes
Tre Holley	216 Thomas	Yes
Mike Ziegenhorn	558 Park Ave.	Yes
Dan Sutton	102 Winter Dr.	Yes
Andrea Baker	111 Greenbriar Dr.	Yes
James Miller	516 W. Lindenwood Ave.	Yes
Trevor Miller	109 Greenbrier Drive	Yes
Andy Caton	510 Thornwood Ave.	Yes
Renee Grimes	937 Bucklin Circle	Yes

**PLANNING & ZONING COMMISSION****APPOINTMENTS REQUESTED: 2**Terms Expiring:

Fred "Chip" Thornton  
Gary Ozment

Length of Service

One Full Term  
4 Full Terms

Eligible/Seeks Reappointment

Yes  
**Seeks reappointment**

Remaining Members:

Mike Ziegenhorn, James Miller, Kathy Teachout, Chip Thornton, Gary Ozment, Dan Sutton, Gordon Jones

Qualifications for appointment: Must be a citizen of Sikeston.

Length of Term: 4-Years

Applicants:

Name	Address	Meets Residency Requirement
Andy Barnes	105 Lambert Chase	Yes
Derrick Pullen	919 Stanford	Yes
Ron Payne II	447 N. Ingram	Yes
Ellen Brandom	115 Greenbriar	Yes
Anna Stobaugh	105 Bradley Dr.	Yes
Clovis Delwiche	107 Charles	Yes
Larry "Wayne Wheatley	214 Thomas Dr.	Yes
Robert Murphy	318 Louise Dr.	Yes
James Barnhart	546 N. Ranney	Yes

**PUBLIC SAFETY ADVISORY BOARD****APPOINTMENTS REQUESTED: 2**Terms Expiring:

Daniel Martinez  
David Terrell

Length of Service

Two Full Terms  
3 Full Terms

Eligible/Seeks ReappointmentRemaining Members:

Michelle Williams, Jeff Hay, David Teachout, Ned Matthews, Nathan Cox and Gordon Jones

Qualifications for appointment: Must be a registered voter of Sikeston.

Length of Term: 3-Years

Applicants:

Name	Address	Meets Residency Requirement
Ron Payne, II	447 N. Ingram	Yes
Tre Holley	216 Thomas	Yes
John Leible	1018 Pine St.	Yes
Delbert Curry	601 Maple	Yes
Jim McClure	104 Meadowbrook	Yes
Michael Wondel	807 Sikes	Yes
Morgan Hough	105 Grove St.	Yes
Andrea Baker	111 Greenbriar	Yes
Paul Cohen	118 N. 6th Street	Yes
Andy Caton	510 Thornwood Ave.	Yes
Harry Howard	905 Davis Blvd., #4	Yes

**RENTAL ORDINANCE APPEALS BOARD****APPOINTMENTS REQUESTED: 3**Terms Expiring:

Chester Yarber  
 Bart Grant  
 Anderson Walker, Jr.

Length of Service

5 Full Terms  
 5 Full Terms  
 5 Full Terms

Eligible/Seeks ReappointmentRemaining Members:

Bobby Tyrone, Carrie Lape, Michael Harris, Scott Jenkins, Dan Marshall, Mike Ziegenhorn, James Crowe and Jim Burden

Attendance: No meetings were heldQualifications for appointment:

Must be a Sikeston resident for one year prior to appointment. Council shall provide representation for landlords, tenants, construction trades and citizens at-large.

Length of Term: 3-YearsApplicants:

Name	Address	Meets Residency Requirement
Robert Murphy	318 Louise Dr.	Yes

**TAX INCREMENT FINANCE COMMISSION****APPOINTMENTS REQUESTED: 2**Terms Expiring (Sikeston appointees):

Missy Marshall  
 John Leible

Length of Service

Two Full Terms  
 Interim

Eligible/Seeks Reappointment

*No term limits established in City Code.*

Members:

Nathan Cox, Matthew Wright, Matt Marshall, and Rik LaPlant

Qualifications for Appointment: None established in City Code.Length of Term: 4-YearsApplicants:

Matt Drake, 821 Harvard	Derrick Pullen, 919 Stanford Dr.
Anna Stobaugh, 105 Bradley Drive	

**TOURISM ADVISORY BOARD****APPOINTMENTS REQUESTED: 2**Term Expiring:

Susanne Chitwood  
 John Tarter

Length of Service

One Full Term  
 3 Full Terms

Eligible/Seeks Reappointment

Yes

Remaining Members:

John Leible, Ron Payne, Morgan Hough, Brian Self, Ryan Merideth

Qualifications for appointment: Reside in the Sikeston area and have a demonstrated interest in tourismLength of Term: 3-YearsApplicants:

Jodi Glidewell, 1718 Oklahoma St.	Marcie Lawson, 821 Clearwater Road
Emily Deuster, 1015 Pine St.	Phil Boyer, 107 Wickerwood Drive
Sarah Mitchell Garner, 605 Lindenwood	David Turnbow, 1407 Parkview Dr., Poplar Bluff
Lisa Huering, 1113 State Highway A, Chaffee	

**TRAFFIC COMMITTEE****APPOINTMENTS REQUESTED: 1**Terms Expiring:

Ellen Brandom (Voting Member)

Length of Service

One Full Term

Eligible/Seeks Reappointment

Yes

Remaining Members:

Voting Members - Bill Mitchell, Deborah Sherrard, Anna Warf, Mike Ziegenhorn; Alternate members - Jim McClure & Emory McCauley, Jr. , C. Robert Scott

Qualifications for appointment: None set forth in City Code.Length of Term: 3-YearsApplicants:

Delbert Curry, 601 Maple

**SEMO UNIVERSITY****SIKESTON CAMPUS ADVISORY COUNCIL****APPOINTMENTS REQUESTED: 6**Terms Expiring:

Michelle Williams

Mary Below

Terry Williams

Carrie Lape

Toni Dee

James Miller

Length of Service

One Full term

Interim

Two Full Terms

Two Full Terms

Interim

One Full term

Eligible/Seeks ReappointmentRemaining Sikeston Appointees:

Trisha Bill, Jeffery Hay, Jodi Glidewell, Carolyn Harris, Freida Cardwell, Sarah Mitchell Garner, Holly Greene, David Ross, Michael Harris

Length of Term: 3-Years beginning January 1; Appointees limited to 2 consecutive termsApplicants:

Libby Caskey, 139 Greenbrier

Ronald M. Payne, 820 Moore Ave.

Mike Ziegenhorn, 558 Park Avenue

Susan Howle Werner, 938 N. West St.

## RESOURCE BANK APPLICANTS

*Residents may access Resource Bank Applications on-line at [www.sikeston.org](http://www.sikeston.org), apply via telephone, or pick up an application from City Hall or the Sikeston Public Library. Resource Bank Applications are valid for a period of 24 months from date of submission to the City. Questions regarding the application process may be addressed to Rhonda Council, [cityhall@sikeston.org](mailto:cityhall@sikeston.org) or by phone at 471-2512.*

<u>Last Name</u>	<u>First Name</u>	<u>Appointment(s) Requested</u>	<u>Unpaid Taxes</u>
Baker	Andrea	Park Board, Public Safety Advisory Board, Scott Co. Extension	
Barnes	Andy	IDA, Enhanced Enterprise Zone Board, Planning & Zoning	
Barnhart	James	IDA, LCRA Commission, Planning & Zoning Commission	
Bill	Patricia	Library Board	
Boyer	Phil	Enhanced Enterprise Zone Board, Tourism Advisory Board	
Brandom	Ellen	Planning & Zoning Commission	
Burden	Jim	Board of Municipal Utilities	
Caton	Andy	Public Safety Advisory Board, Park Board	
Caskey	Libby	Library Board	
Cohen	Paul	Board of Municipal Utilities; Public Safety Advisory Board, LCRA	
Colwick	Greg	Enhanced Enterprise Zone Board	
Crow	Chad	BMU	
Curry	Delbert	Park Board, Public Safety Advisory Board, Traffic Committee	
Delwiche	Clovis	Board of Municipal Utilities, Industrial Development, Planning & Zoning	
Deuster	Emily	Park Board, Tourism Advisory Board	
Drake	Matthew	Industrial Development Authority, TIF. BMU	
Garner	Sarah Mitchell	SEMO University Sikeston Campus Advisory Council, Tourism Advisory Board	
Glidwell	Jodi	Tourism Advisory Board	
Grimes	Mark	Park Board	
Grimes	Renee	Park Board	

## RESOURCE BANK APPLICANTS

<u>Last Name</u>	<u>First Name</u>	<u>Appointment(s) Requested</u>	<u>Unpaid Taxes</u>
Heuring	Lisa	Tourism Advisory Board	
Holley	Tre	Industrial Development, Park Board, Public Safety Advisory Board	
Hough-VanPool	Morgan	LCRA, Public Safety Advisory Board	
Howard	Harry	Housing Authority Board, Library Board, Public Safety Advisory Board	
Jackson	Tim	Park Board	
Jones	Andrew	Park Board	
Jones	Gordon	Board of Municipal Utilities	
Lawson	Marcie	Tourism Board, LCRA Commission, BMU	
Leible	John	LCRA, Public Safety Advisory Board	
Marshall	Missy	Board of Municipal Utilities, Industrial Development, Enhanced Enterprise Zone, Planning & Zoning	
McClure	Jim	Board of Municipal Utilities, Public Safety Advisory Board	
Miller	James	Board of Municipal Utilities, Park Board, IDA, Library Board	
Miller	Trevor	Library Board; Park Board	
Murphy	Robert	Planning & Zoning, Rental Ordinance	
Payne	Ronald M.	Board of Municipal Utilities, Industrial Development, SEMO U Sikeston Campus Advisory Council	
Payne, II	Ron	Planning & Zoning Commission; DPS Advisory Board	
Pullen	Derrick	Park Board, Traffic Committee, Planing & Zoning, TIF	
Sherman	Richard	LCRA Commission	
Stanislav	Crystal	Friends of the Sikeston Pet & Animal Welfare Services (PAWS) Advisory Board	
Stobaugh	Anna	Industrial Development Authority, Planning & Zoning, TIF	
Sutton	Dan	Board of Municipal Utilities; Park Board	



## RESOURCE BANK APPLICANTS

<u>Last Name</u>	<u>First Name</u>	<u>Appointment(s) Requested</u>	<u>Unpaid Taxes</u>
Teachout	Kathy	LCRA Commission	
Turnbow	David	Tourism Advisory Board	
Werner	Susan Howle	Library Board, Scott County Extension, SEMO U Sikeston Campus Advisory Council	
Wheatley	Larry "Wayne"	Board of Adjustments, Planning & Zoning	
Wondel	Michael	LCRA Commission, DPS Advisory Board	
Ziegenhorn	Mike	LCRA Commission, SEMO Univ. Sikeston Campus Advisory Council, Park Board	

## BOARDS AND COMMISSIONS MEMBERS

<u>Last Name</u>	<u>First Name</u>	<u>Position</u>	<u>Unpaid Taxes</u>
Adams	Rick	Enhanced Enterprise Zone Board	
Beaird	James	Board of Appeals	
Below	Mary	SEMO U Sikeston Campus Advisory Council	
Bill	Trish	SEMO U Sikeston Campus Advisory Council	
Boardman	Paulette	Library Board	
Bohannon	Larry	Library Board	
Brandom	Ellen	Park Board; Traffic Committee, Board of Adjustments	
Brown	Dorothy	Library Board	
Burden	James	Rental Ordinance Appeals Board	
Cardwell	Freida	SEMO U Sikeston Campus Advisory Council	
Chitwood	Susanne	Library Board, Tourism Advisory Board, Park Board	
Colwick	Greg	Enhanced Enterprise Zone Board	
Cooper	Harvey	Board of Adjustments	
Cowan	Jackie	Park Board	
Cox	Nathan	DPS Advisory Board, TIF Commission	
Crowe	James	Rental Ordinance Appeals Board	
Davis	Jason	Park Board	
Dee	Toni	SEMO U Sikeston Campus Advisory Council	
Ferguson	Reade	Board of Appeals	
Galemore	Ron	Board of Adjustments, Board of Appeals	
Garmer	Sarah Mitchell	SEMO U Sikeston Campus Advisory Council	
Glidewell	Jodi	Board of Adjustments, SEMO University- Sikeston Advisory Council	
Grant	Bart	Rental Ordinance Appeals Board	
Greene	Holly	SEMO U Sikeston Campus Advisory Council	
Hamra	Wade	Park Board	
Harris	Carolyn	SEMO U Sikeston Campus Advisory Council, Library Board	
Harris	Michael	Rental Ordinance Appeals Board, Strategic Plan Implementation Commission, LCRA, SEMO U Sikeston Campus Advisory Council	
Hay	Jeffrey	Park Board, SEMO U Sikeston Campus Advisory Council, DPS Advisory Board	

## BOARDS AND COMMISSIONS MEMBERS, continued

<u>Last Name</u>	<u>First Name</u>	<u>Position</u>	<u>Unpaid Taxes</u>
Hough-VanPool	Morgan	Tourism Advisory Board	
Jackson	Alice	Scott County Extension Council	
Jenkins	Scott	Rental Ordinance Appeals Board	
Jensen	Mike	Housing Authority Board, LCRA Commission	
Jones	Gordan	DPS Advisory Board, Planning & Zoning Commission	
Keenan	Alan	BMU Board	
Knickman	Michele	Housing Authority Commission	
Lape	Carrie	SEMO U Sikeston Campus Advisory Council, Rental Ordinance Appeals Board	
LaPlant	Rik	TIF Commission	
Lawson	Lisa	Library Board	
Lawson	Marcie	Park Board	
Leible	Jay	Library Board	
Leible	John	TIF Commission, LCRA Commission, Housing Authority, Tourism (JC Rep)	
Limbaugh	Mike	Board of Appeals	
Marshall	Dan	LCRA Commission, Rental Ordinance Appeals Board	
Marshall	Matt	TIF Commission	
Marshall	Missy	TIF Commission, Planning & Zoning Commission	
Martinez	Daniel	DPS Advisory Board	
Matthews	Ned	DPS Advisory Board	
Matthews	Steve	Enhanced Enterprise Zone Board	
McCauley	Emory	Traffic Committee	
McClure	Jim	Traffic Committee	
McConnell	Britt	Enhanced Enterprise Zone Board	
McPheeters	Steve	Industrial Development Authority, Strategic Plan Implementation Commission	
Menz	Brian	BMU Board	
Merideth	Tim	BMU Board	
Miller	James	Bd of Adjustments (Alternate), Enhanced Enterprise Zone, Planning & Zoning Commission, SEMO U-Sikeston Campus Advisory Council	
Millington	Steve	Industrial Development Authority	
Mitchell	Bill	DPS Advisory Board, Traffic Committee	

## BOARDS AND COMMISSIONS MEMBERS, continued

<u>Last Name</u>	<u>First Name</u>	<u>Position</u>	<u>Unpaid Taxes</u>
Nace	William	Board of Adjustments	
Ozment	Gary	Planning & Zoning Commission	
Payne, II	Ron	Tourism Advisory Board	
Polivick	Lew	Library Board	
Redd	Jessie	Board of Adjustments	
Ross	David	SEMO U Sikeston Campus Advisory Council	
Scott	C. Robert	Traffic Committee	
Sherrard	Deborah	Traffic Committee	
Smith	Bob	BMU Board	
Sutton	Dan	Planning & Zoning Commission	
Straton	Jared	Strategic Plan Implementation Commission, Park Board	
Tarter	John	Tourism Advisory Board	
Teachout	David	DPS Advisory	
Teachout	Kathy	Planning & Zoning Commission, Housing Authority	
Terrell	David	DPS Advisory Board	
Tetley	Carolyn	Library Board	
Tharp	Alice	Housing Authority	
Thornton	Chip	Planning & Zoning Commission	
Tyrone	Bobby	Rental Ordinance Appeals Board	
Vincent	Jack	Board of Appeals	
Walker	Anderson	Rental Ordinance Appeals Board	(Unpaid taxes are disputed)
Warf	Anna	Industrial Development Authority, Traffic Committee	
Wheatley	Larry "Wayl"	Board of Appeals	
Williams	Michelle	DPS Advisory Board, SEMO U Sikeston Campus Advisory Council	
Williams	Terry	SEMO U Sikeston Campus Advisory Council, Industrial Development Authority	
Wilson	John Bob	Strategic Plan Implementation Commission	
Wright	Matt	Industrial Development Authority, TIF Commission, LCRA Commission	
Yarber	Chester	Rental Ordinance Appeals Board	
York	Charlotte	Park Board	
		Traffic Committee, Planning & Zoning Commission, Board of	
Ziegenhorn	Mike	Adjustments, Rental Ordinance Appeals Board	

# **Council Letter**

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Date of Meeting: August 7, 2017

Originating Department: Administrative Services

To the Mayor and City Council:

Subject: Collective Bargaining Agreement with IBEW Local 702

Attachment(s):

1. DOT Medical Examinations for CDL Holders
2. Collective Bargaining Agreement

Action Options:

1. Authorize Execution of Collective Bargaining Agreement
2. Other Action Council May Deem Necessary

Background:

The City and the IBEW have been meeting to negotiate a collective bargaining agreement, which is attached. At this time, city management is asking the Council to authorize execution of the collective bargaining agreement with IBEW Local 702 representing Parks and Streets Division skilled workers.

Changes in the contract include:

1. A one-year Agreement, effective date to be July 1st, 2017 (or the earliest legal allowance following such date), through June 30th, 2018. All references to any such dates shall be modified to reflect this term of Agreement.
2. The City will increase the minimum callout period from one hour to two hours. Multiple calls within the two hour period will be treated as a single callout.
3. The City will increase the current uniform allowance of \$400 (\$250 for clothing and \$150 for boots) to \$450 with no division on the manner in which the money can be spent on clothing or boots.

4. The Parties recognize the City has already raised the hourly wage rates by \$1.00 per hour, effective with the first full pay period in July, 2017.
5. The Parties agree to the City's attempt to contract out, or assign to a temporary employee, the job assignment of "fogging" for mosquitos in the future.
6. The City will implement a new DOT Medical Examination for CDL Holders policy (see attached).

City management requests the City Council authorize execution of the attached Collective Bargaining Agreement as presented.

## **DOT Medical Examinations for CDL Holders**

- Initial selection of employees for implementation of scheduled examinations:
  - Beginning in 2017, the City will randomly select one-third of the existing work force in the Street & Park Departments (both bargaining unit and supervisors) for a DOT medical examination. A qualified medical provider will perform the examination.
  - For calendar year 2018, the City will randomly select another one-third of the employees in the Street & Park Departments for a DOT Medical Examination as described above.
  - For calendar year 2019, the City will have the remaining one-third of the employees of the Street & Park Departments complete a DOT Medical Examination as described above.
  - Once each employee has completed their examination under this provision, they will be re-examined every three years. All future employees will be examined upon their hire and every three years thereafter.
- If an employee does not pass the medical exam, the City will provide a leave of absence for a reasonable time to complete any and all necessary corrections in an effort to be able to successfully complete such examination. Employees can use accrued paid time off to cover their pay during a leave of absence. During such time when an employee has not successfully passed a medical examination, the City will attempt to assign the employee to a light duty assignment, if available.
- Should the failure of any medical examination under this provision be due to a loss of hearing, the City agrees to cover the cost of a set of hearing aids that would enable the employee to successfully pass such medical examination up to \$4,000. Employees who obtain hearing aids under this provision must wear those hearing aids while working for the City.
- If any portion of this Policy is inconsistent with federal, state, or local law, the offending provisions will be modified to accord with the legal requirements.
- Should an employee fail a medical examination, and subsequently be unable to correct such disqualifying condition, and the City is not able to reasonably accommodate such condition, the continuation of employment is not guaranteed, but the employee may apply for Long Term Disability to the LAGERS plan. The City will provide employees who ask for assistance with information about who to contact to apply for LTD and will provide any information the City has that will help the employee complete the application.

**A G R E E M E N T**  
**Between**  
**City of Sikeston, MISSOURI**  
**(EMPLOYER)**



**And**  
**International Brotherhood of Electrical Workers**  
**Local Union No. 702**  
**(Streets & Parks Departments)**



**Effective**  
**July 1<sup>st</sup>, 2017 to and including June 30<sup>th</sup>, 2018**



**City of Sikeston,  
Missouri  
Streets & Parks Department  
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## **AGREEMENT**

The City of Sikeston, MO, a municipal corporation, hereinafter referred to as the City, hereby adopts the following rules, regulations, classifications and wage rates for all Skilled Workers of the Streets and Parks Departments, excluding supervisors (i.e. employees with the authority to hire, fire, and discipline bargaining unit employees), and elected officials, effective July 1, 2017.

This Agreement shall become effective when properly executed by the parties, and shall remain in full force and effect until and including June 30, 2018. Changes mutually agreed to may be made at any time. It is the desire of the City and the Union that all parties to this Agreement will cooperate with each other to promote harmonious relations, mutual good will and efficiency, and it is not the intent or desire of either party to engage in any subterfuge, or to evade or circumvent the spirit and intent of this Agreement.

WITNESSETH:

WHEREAS, the parties hereto desire to establish a standard of conditions under which the employees shall work for the Employer during the term of this Agreement, and to provide for rates of pay, hours of work, and other conditions of employment for such employees, to the end that their mutual relations may be regulated, with a view to securing harmonious cooperation, and to provide a procedure for the prompt and equitable adjustment of all grievances and disputes that may arise during the life of this Agreement.

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

**ARTICLE I**  
**SCOPE OF AGREEMENT AND UNION SECURITY**

**Section 1.01 – Recognition of Union**

Pursuant to the Employee Recognition Agreement duly and properly executed between the parties on October 26<sup>th</sup>, 2015, the City recognizes Local Union 702 of the International Brotherhood of Electrical Workers as the exclusive bargaining agent and representative of its employees within the classifications of work and/or the employees covered by this Agreement, namely; all workers in the classification “skilled worker, streets and skilled worker, parks,” excluding supervisors (i.e. employees with the authority to hire, fire, and discipline bargaining unit employees), and all other employees as well as elected officials, who serve or are employed by the City of Sikeston, Missouri.

The City recognizes the Union through its accredited officers or representatives as the exclusive agent for those employees covered by this Agreement for the purpose of collective bargaining in respect to wages, hours, fringe benefits and working conditions.

**Section 1.02 – Agreement Statement**

This Agreement shall have effect only on the property of the City and shall govern all work performed thereon by the City employees coming under the jurisdiction of the Union.

**Section 1.03 – Non-Discrimination Against Union Members**

It is understood and mutually agreed that no member of the Union shall be discriminated against or denied employment because of his/her activities in legitimate matters affecting the Union.

**Section 1.04 – No Work Stoppage, Slow-Down, Strike or Lock-Out**

The Union agrees there shall be no strike, lockout, slow down, picket, handbilling, bannering, demonstration or suspension of work nor shall any item of the City's property be knowingly changed in a manner that it will not function in the way most economical to the City during the term of this Agreement, because of the interpretation or application of the provisions of this Agreement. All such questions or disputes shall be handled in the manner provided for herein. The City agrees that there shall be no lockouts.

### **Section 1.05 – Compliance with Applicable State, Federal Law**

In the event that any of the provisions of this Agreement shall conflict with any applicable State or Federal Law, such provisions shall be deemed to be modified sufficiently in respect to either or both parties to the extent necessary to comply with such laws or regulations and the remaining portion of this Agreement shall remain in full force and effect.

### **Section 1.06 – Equal Employment Opportunity**

The City shall, when possible, promote the objectives of equal opportunity in employment and all programs and services undertaken to insure that all applicants are employed and all employees are treated during employment without regard to race, color, religion, sex, age, marital status, ancestry, national origin or handicapped status, unless based upon a bona fide occupational qualification. This policy shall include all personnel practices related to employment, promotion, transfer, demotion, recruitment, advertising, layoff, termination, rates of pay or other forms of compensation and training, and general treatment of employees.

Pre-employment drug and/or alcohol testing, in addition to a background check, will be performed on all applicants.

## **ARTICLE II**

### **SENIORITY**

#### **Section 2.01 - Establishment**

All new employees will serve an initial qualifying period of one year during which time the City shall be the sole judge of their ability and shall have the sole right to retain or release them. New employees who successfully complete the qualifying period and who move from qualifying status to regular employee status without a break in service will have their seniority begin with the start of their qualifying period.

Employees in their qualifying period are eligible to file grievances and are covered by the grievance/arbitration procedure of the City's Policies and Procedures, but may not do so with regard to their retention (or non-retention) as an employee by the City past their initial qualifying period.



Seniority for each regularly paid employee who has been employed as such for six (6) months within a period of twelve (12) consecutive months under this Agreement shall begin as of the first day of such employment unless his/her seniority has been broken as hereinafter provided. If his/her seniority has been broken and he/she is re-employed, then and in that event his seniority after having been re-employed for a period of six (6) months within a period of twelve (12) consecutive months, shall begin on the first date of re-employment after his/her most recent loss of seniority hereunder.

The foregoing shall not alter or effect seniority rights such as vacations, sick leave, annuities, or other benefits and privileges to which such regular employee may be entitled for service with the City prior to being employed or re-employed hereunder. It being understood, however, that when an employee's seniority has been broken for reasons as hereinafter provided, and the employee is re-hired, he/she shall have forfeited all accumulated employee benefits and privileges which he/she had accrued during his/her prior service with the City, unless otherwise dictated by plan design and description.

### **Section 2.02 - Layoff**

Layoffs are not disciplinary actions taken against an employee and do not reflect discredit upon an employee's performance. When making a reduction in the number of employees and when re-hiring, the following procedure shall govern:

- (a) Employees who have not established seniority with the City shall be laid off first.
- (b) Thereafter, employees shall be laid off in the inverse order of their established seniority.
- (c) The foregoing provisions of (a) and (b) need not apply when the application thereof would result in the City being required to lay off employees possessed of skill essential to properly perform the work available at the time of layoff not possessed by employees having greater seniority.
- (d) When adding employees, those having established seniority most recently laid off on account of curtailment of work shall be the first among those holding seniority to be re-employed, if available and physically able to return to work, providing they have

the qualifications required. If a laid-off employee is recalled to work by the City within twelve months of their layoff, their seniority shall remain intact.

### **Section 2.03 - Break in Seniority**

Seniority shall be deemed to have been broken for the following reasons:

- (a) If the employee resigns.
- (b) If the employee is discharged for just cause.
- (c) If an employee who has been laid off fails to return to work within fourteen (14) days after being properly notified to report for work and does not give a satisfactory reason for failing to report within this fourteen (14) day period.

### **Section 2.04 - Leave of Absence**

An employee who has established seniority, if he/she can be separated from duty, may be granted a leave of absence upon approval from the City and while on such leave, he/she shall not forfeit any such seniority he/she may heretofore have established provided he/she does not overstay his/her leave or accept employment elsewhere while on such leave without the approval of the City. Consideration for approval under this Section will be granted on a case-by-case basis upon review and agreement by the City Manager.

## **ARTICLE III**

### **NEGOTIATION AND ARBITRATION**

#### **Section 3.01 - Obligation for Continuous Service**

The parties agree that the operations of the City upon which the employees covered in this agreement are to be engaged are essential to the welfare of the community served by it and recognize their obligations to furnish continuous service.

#### **Section 3.02 - Grievance/Arbitration Procedures**

The parties agree that the procedures and policies set forth in the City's Personnel Policy and Employee Handbook shall apply. In the event that the City modifies either the Employee Handbook or its Personnel Policies, the Union will be given an opportunity to bargain over the effects of the modifications.

#### **ARTICLE IV**

##### **HOLIDAYS**

The parties agree that the procedures and policies set forth in the City's Personnel Policy and Employee Handbook shall apply. In the event that the City modifies either the Employee Handbook or its Personnel Policies, the Union will be given an opportunity to bargain over the effects of the modifications.

#### **ARTICLE V**

##### **VACATION**

The parties agree that the procedures and policies set forth in the City's Personnel Policy and Employee Handbook shall apply. In the event that the City modifies either the Employee Handbook or its Personnel Policies, the Union will be given an opportunity to bargain over the effects of the modifications.

#### **ARTICLE VI**

##### **LEAVE TIME**

The parties agree that the procedures and policies set forth in the City's Personnel Policy and Employee Handbook shall apply. In the event that the City modifies either the Employee Handbook or its Personnel Policies, the Union will be given an opportunity to bargain over the effects of the modifications.

#### **ARTICLE VII**

##### **HOURS OF WORK & OVERTIME**

The parties agree that the procedures and policies set forth in the City's Personnel Policy and Employee Handbook shall apply. In the event that the City modifies either the Employee Handbook or its Personnel Policies, the Union will be given an opportunity to bargain over the effects of the modifications.



In addition to the aforementioned guiding documents, the City agrees to the following for Unscheduled Calls To Duty: When an off-duty employee reports to work per the instructions of supervisory personnel, that employee will be paid a minimum compensation of two (2) hours at the employee's appropriate (regular or overtime) hourly wage rate. The employee will be compensated for the hours or partial hours actually worked following completion of the first two (2) hours of being on duty. It is further agreed that multiple calls within the first two (2) hours will be treated as a single callout.

## **ARTICLE VIII**

### **GENERAL RULES AND WORK CONDITIONS**

#### **Section 8.01 – Attendance**

##### ***General***

An employee's attendance is crucial to the success of the City in completing assigned and/or expected services. Therefore, employees are expected to report ready to begin work as and when they are scheduled.

##### ***Attendance Record/Actual Hours Worked***

- (a) Bi-weekly attendance records (time cards) are provided through the Department Heads and forwarded to the Treasurer's Office. These records are to reflect the actual time worked and leave time used for which the employee claims compensation is due from the City. The maintenance and accuracy of attendance records are the responsibility of the employee and the employee's immediate supervisors.
- (b) Attendance, strict adherence to scheduled work times and time card accuracy, are part of the employee evaluation process. As such, both areas may have a direct impact on employee compensation, employee request approval, awards, programs and/or discipline, including discharge.

## **Section 8.02 – Residency Requirement**

### ***General***

In order to foster greater interest in and concern for the general welfare of the community on the part of the City employee and to establish rapid response time for emergency services, certain requirements regarding residency must be met in order to become an employee of the City of Sikeston and to maintain employment status with the City.

### ***All Department of Public Works Employees:***

#### **(a) Full Time Employees:**

1. Essential personnel are required to live within a ten (10) mile radius of the city limits of Sikeston. All Department of Public Works employees are classified as “essential”.
2. Measurement of the ten mile radius shall be based on land (surface) travel using the most direct highway, road and/or street.
3. There are not residency requirements for non-essential employees.

#### **(b) Newly Hired Full Time Employees:**

If a newly hired employee is living outside the ten (10) mile residency requirement at the time of appointment, the employee, as a condition of their employment, shall by the end of their qualifying period establish residency within the limits set above. Failure to do so will result in automatic termination of employment, without appeal or due process.

#### **(c) Part Time and Seasonal Employees**

1. Are not subject to the residency requirements set forth for full time employees.
2. Must maintain all other requirements for continued employment as set forth in the City’s Personnel Policy Manual and as required by the employee’s job description.

### ***Distance Disputes***

Disputes concerning actual distance(s) from the city limits shall be resolved by the City Manager at his sole discretion.

### **Section 8.03 – Employee Conduct, Work Habits, & Attitude**

#### ***General***

Citizens evaluate their municipal government on their observations of municipal employees. It is the duty of each employee to maintain high standards of conduct, cooperation, courtesy, efficiency and economy.

### **Section 8.04 – Dress Code**

#### ***Purpose***

- (a) A professional image should be exhibited by all municipal employees while on the job, on duty and during representation of the City. Therefore, employees are required to adhere to the following code of dress: Public Works Personnel, streets and parks shall wear at all times during working hours proper uniform attire. Upon arrival to work, employees are expected to be dressed in a neat and clean fashion. Any attire worn on the head shall be limited to Public Works caps or other appropriate headgear as issued to each employee.

#### ***Exceptions***

- (a) When an employee anticipates working in such a manner that jeans or other clothing are appropriate for a temporary period of time, exception to the above may be made.
- (b) During “Rodeo Week”, jeans, denim skirts (mini length not included), and other clothing conducive with this celebration may be allowed.
- (c) Other exceptions may be warranted and given with City Manager approval.

### **Section 8.05 – Telephone Maintenance Requirement**

#### ***Purpose***

Due to the nature and responsibility of the work involved, it may become necessary to contact employees during off-duty hours. To ensure timely and efficient communication, it shall be a requirement of all City employees to maintain a telephone, either a landline in their place of residence or a cellular phone that is kept in the possession of the employee at all times, by which direct contact may be made.

### ***General***

- (a) All employees of the City of Sikeston shall maintain a landline in their place of residence or maintain in their possession a cellular telephone by which timely contact shall be made. Each employee's current telephone number, whether listed or unlisted, shall be on record with their respective Department Head and the City Treasurer's Office.
- (b) In the event an employee maintains an unlisted number and has notified the City of such, the unlisted number shall be made available to the City Manager, appropriate Department Head, and the employee's immediate Supervisor. Said number shall also be maintained in the employee's personnel records.
- (c) Should an employee change their telephone contact number, this change shall be reported to their supervisor and the City Treasurer's Office within five (5) calendar days.
- (d) Newly hired employees who do not maintain a landline or cellular telephone at the time of initial employment shall have thirty (30) days from date of hire to comply with this policy.
- (e) Failure to comply with all or any part of this policy may result in disciplinary action.

### **Section 8.06 – Outside Employment**

Outside employment of Regular Full Time employees may be permitted, provided:

- (a) No full time employee shall accept outside employment, whether part time, temporary or full time, without prior written approval from the City Manager, upon recommendation from the Department Head.
- (b) Approval shall not be granted when such outside employment conflicts or interferes or is likely to conflict or interfere with the employee's municipal service.
- (c) Employees may not engage in any private business or activity while on duty.
- (d) No employee shall engage in or accept private employment or render any service for private interest or time, when such employment or service is incompatible or creates a conflict of interest with official duties.

### **Section 8.07 – Political Activity**

- (a) City employees shall not be appointed or retained on the basis of their political activity. City employees shall not be coerced to take part in political campaigns, to solicit votes, to levy, contribute or solicit funds for the purpose of supporting or opposing the appointment or election of candidates for any municipal office, except as provided below.
- (b) No employee shall place, or allow to remain upon a City-owned vehicle or real property any political picture, sticker, badge, or button.
- (c) Participation as a candidate in any City Council election must be accompanied by a resignation from employment with the City.
- (d) An employee may participate in political affairs at other levels of government, providing such participation does not adversely affect his performance, does not constitute any conflict of interest, transpires only during his/her off duty hours and does not convey nor imply by their participation, any position they may have is held nor representative of any position of the City Council, City Administration or any other office of the City.
- (e) Clear conflict of interest, manipulation of office or violation of the provisions of this policy shall be grounds for disciplinary action up to and including termination of employment.
- (f) Employees, when assigned by the City Manager, with the approval of the City Council, may provide information, alternatives, plans, specifications and cost estimates on municipal elections involving tax or fees or programs or projects, in order to inform the voting public.

### **Section 8.08 – Business Travel & Associated Expenses**

#### ***General***

- (a) Trip requests for schools, training, seminars, conferences or other events associated with city employment must be pre-approved by the employee's department head and the City Manager. Requests should be made through the use of a "City of Sikeston – Employee Request" form (PERS. 0030) found on the Employee Web Site.
- (b) A brief summary of the event, with a listing of anticipated expenditures associated with the event (registration, travel, food and lodging) must accompany the "Employee Request" form. (See "Eligible Items")
- (c) Upon trip approval the employee must

1. issue a purchase order for each expense in excess of \$150, and
  2. notify the Accounts Payable Clerk, via email, with
    - a) Date of trip
    - b) Date cash advances or checks are needed, and
    - c) Any special instructions regarding payment of registration, lodging or other expenses. (Be sure to provide name of vendor.)
  3. forward documentation to the Accounts Payable Clerk to support the purchase order and/or cash advance requests. (Registration form, meeting agenda, etc.)
- (d) Employees may receive reimbursement for certain expenses associated with their regular duties. Both discretionary expenses and required travel expenses are included in this section.
- (e) Per Diem is a daily allowance (or other specifically defined time period) paid to an employee to offset certain qualified expenses (except mileage) an employee may incur in the performance of his/her duties. These expenses are reimbursed generally at flat rates for items such as meals, lodging and certain supplies or materials.
- (f) The Accounts Payable Office issues checks on the 10th and 25th day of each month. To ensure timely receipt of checks, requests for cash travel advances should be received by the Account Payable Clerk by the 5th or 20th day of each month.

**Definitions** (for purposes of this section)

1. Per Diem – rates of reimbursement in dollars for eligible item
2. Work Day – a period containing at least eight (8) hours of duty assignment
3. Work Week – a period of five (5) or more work days, in any seven (7) consecutive days
4. Breakfast – the first meal of the day, prior to beginning work
5. Lunch – the mid workday meal
6. Dinner – the first meal following the end of the workday
7. Lodging – overnight accommodation
8. Discretionary Meal – any meal where the employee has a choice of either where or what is consumed

9. Alcoholic Beverage – any beverage containing any alcohol
10. Set Fare – any meal where cost and location are fixed and choice is limited
11. Community Representation – account usage is limited to the City Council, City Manager and their designee(s)
12. Discretionary Lodging – wherever the employee has individual choice of place or type/quality of accommodations
13. Set Lodging – lodging being provided or recommended as part of the registration, conference, session, etc.

### ***Eligible Items***

- (a) Meals traditionally consumed within two hours before or after and mid, scheduled workday hours
- (b) Meals as part of community representation
- (c) Meals resulting from travel to or from duty assignments over fifty (50) miles from routine place of work, not to exceed two (2) meals in any one day, unless and except when overnight lodging is required/approved
- (d) Lodging when expected travel to or from place of duty assignment is greater than thirty (30) miles from routine place of work or when such is included in a preapproved employee request
- (e) Certain incidental materials or supplies required in the completion of a Per Diem eligible duty assignment.

### ***Limitations and Rates***

- (a) Current Per Diem rates shall be on file with the City Clerk, City Treasurer and Accounts Payable Clerk.
- (b) Employees are not limited to accepting set fare or set lodging, but shall be reimbursed only to set fare/lodging rates or per diem rates as appropriate, regardless of cost to employee.
- (c) No reimbursement shall be made without receipts and appropriate claim forms. (Travel liquidation and Expense report forms can be found on the Employee Website)
- (d) No reimbursement shall be made for alcoholic beverages.

- (e) Claims for reimbursement and travel claim liquidations shall be filed and reconciled with the City Treasurer's office no later than the due date for time cards, which reflect the pay period in which the travel was completed. Failure to reconcile all travel expenses with appropriate documentation shall result in a payroll deduction for the unreconciled amount on the pay date immediately subsequent to the date the reconciliation was due.

### ***Forms and Receipts***

- (a) When travel, lodging, or meals are to be reimbursed a Travel Liquidation Report shall be completed. (Fin. Form 3500 available on Employee Website)
- (b) Bona fide receipts may include:
1. Cash register receipts provided
    - a. meal (breakfast, lunch or dinner) is identified
    - b. location (restaurant) is identified
    - c. date and appropriate time identified
    - d. total is identified
    - e. number of meals (for employee(s) ) are identified
    - f. required information may be legibly written on front or back of
    - g. register generated receipt
  2. Restaurant claim check stub, with same information as (b)1 above
  3. Invoice or bill with same information in (b)1 above.
- (c) Gratuities shall be reimbursed based on fifteen percent (15%) of approved reimbursement rate, if claimed for discretionary meal only.

### ***Per Diem Rates***

- (a) Meal Rates (Discretionary meals)\*

Breakfast	\$12.50
Lunch	\$15.50
Dinner	<u>\$22.00</u>
<b>Daily Rate</b>	<b>\$50.00</b>



(b) Employees otherwise qualified for more than one meal, but eating less than the number of meals qualified for a given day, may be authorized up to the total dollar amount of the daily meals so qualified.

(c) Employees otherwise qualified for more than one meal, but eating less than the number of meals qualified for a given day, may be authorized up to the total dollar amount of the daily meals so qualified.

(d) Unless pre-approved by the City Manager or City Council, non-employee meals are not authorized.

(e) Gratuity claims up to fifteen percent (15%) of the above items may be authorized, limited to actual dollar amount of per diem rate approved claim per meal.

\*Meal rates are subject to adjustment based on per diem rates for Missouri. This adjustment will be made on a case-by-case basis. Contact the City Treasurer for additional information.

(f) Set Fare Meals

1. Shall be paid at actual cost of meal
2. No Gratuity reimbursement is authorized for set fare meals

(g) Lodging Rates

Council and management employees direct cost reimbursement

1. All other employees: Set lodging rate if included or recommended by registration, direct cost reimbursement provided.
2. No Gratuity reimbursement is authorized for lodging

## **Section 8.09 – Use of City Owned or Leased Vehicles**

### ***General***

(a) An employee who drives a city owned or leased vehicle must have a valid Missouri driver's license. Said license must be on or accompany the person when driving such vehicle.

(b) If an employee should have an accident in a city owned or leased vehicle, he or she shall first notify the Public Safety Department and then their Supervisor or Department Head, who in turn notify the City Manager and Director of Administrative Services, or their designees. This procedure should be followed regardless how minor the accident.

(c) All traffic violations are the personal responsibility of the operator.

(d) Employees living outside the City Limits will only have access to departmental transportation to and from the work place, when the employee is “on call” as part of their regularly assigned duties. This usage will be subject to all applicable Internal Revenue Service regulations concerning limited commuting use of a city owned or leased vehicle found in Article 270.5 of the City’s Personnel Policy.

### ***City Owned or Leased Vehicles***

(a) No employee of the City of Sikeston will have unlimited personal use of a city owned or leased vehicle. The use of any city owned or leased vehicle for personal use is strictly prohibited except as provided below.

(b) Certain positions require the limited use of city owned or leased vehicles by city employees. This limited use is only for commuting to and from the work place and emergency call out(s). Any employee authorized the limited commuting use of a city owned or leased vehicle must report as taxable income a value for that vehicle based on one of the following:

1. \$3.00 per day
2. Per mileage rate for personal (commuting) use as determined by the Internal Revenue Service (IRS).

(c) The only exceptions to employee use of a city owned or leased vehicles are:

- a. Clearly marked police and fire vehicles are exempt provided the vehicle is clearly marked as a police or fire vehicle.
- b. Unmarked police vehicles used by an employee who is a law enforcement official having the power of arrest and who carries a gun. (This exception exempts Police Chiefs who have the power of arrest and carry a gun.)
- c. Trucks or vans specifically designed and modified to make personal use unlikely.

(d) An employee that is transported to or from the work place as a passenger in a city owned or lease vehicle must report as taxable income the value (\$1.50 per way) of that ride.

- (e) Social Security Tax must be withheld on the annual value received on the use of a city owned or leased vehicle by an employee. Federal and State Income Tax will be the responsibility of the employee.
- (f) An employee must keep records of their use of a city owned or leased vehicle or they will be required to report the annual lease value as the income value for this usage. It is the employee's responsibility to keep records.

## **Section 8.10 – Business Use of Private Vehicles**

### ***Purpose***

- (a) When it is determined to be in the best interest of the City, the City may at its option pay any employee for the business use of their privately owned vehicle (POV) rather than provide a vehicle for the use of the employee.
- (b) Any and all payments shall be consistent with the provisions of this policy, city codes and ordinances and Internal Revenue Services (IRS) regulations.
- (c) All payments shall require specific record keeping, which may be audited at any time (upon request of the City Manager or City Council) and reporting at least monthly by affidavit the total miles driven in the performance of the employee's assigned duties.
- (d) For purposes of this policy, the City at its sole option may pay either a monthly allowance (Accountable Plan) or a determined cost per mile reimbursement (Reimbursement Plan).
- (e) Regardless of the plan any employee may be assigned, the same record keeping and reporting methods shall be required.

### ***Procedure***

- (a) Any employee covered under the provisions of this policy, in order to receive either mileage reimbursement (reimbursement plan) or car allowance (accountable plan), shall:
  - 1. Maintain a log, detailing business use. Said log shall indicate destination, general business use, beginning and ending odometer readings and total business miles to be claimed for each vehicle claimed.
  - 2. Make said log immediately available for audit, upon request by the City Manager or City Council.

3. Report by signed affidavit, at least monthly or as may otherwise be directed and appropriate, any and all miles driven in a prescribed period for which the employee desires reimbursement or as required by the accountable plan.
4. Employees who routinely have claims for mileage reimbursement and employees under the accountable plan shall by affidavit file with the City Treasurer business mileage covering the period from the first (1st) of each month to the last day of each month. Should the first (1st) of the month following the period of required reporting fall on a weekend, holiday or during any other authorized period of absence from work, then said affidavit shall be filed on the first regular work day immediately following any such authorized delay.
5. Employees who make infrequent and/or non-routine trips or other legitimate use of their POV for business purposes shall be exempt from continuous maintenance of a vehicle log, provided that an itemized statement of actual business use, including date, beginning and ending odometer reading, total miles claimed, destination and business purpose is completed on the reverse of said affidavit. Said affidavit for reimbursement shall be filed at least quarterly.
6. Payment or accreditation of monies for either plan shall be made:
  - a. In accordance with the provisions of the travel liquidation process for infrequent or non-routine use.
  - b. Monthly reimbursement for employee's routinely using POV's ten (10) or more working days each month or for those using POV's mostly in the local area (individual trips of less than twenty-five (25) miles).
  - c. Monthly for employee's receiving car allowances, regardless of allowance payment schedule selected or amount received.
7. Reimbursement or accreditation of car allowance shall be based on, a cost per business mile, as follows:
  - d. Reimbursement at the rate contained in the current "Staffing Level and Compensation" ordinance, (Reimbursable Plan) or,
  - e. Allowance accreditation at the rate as allowed in the current IRS regulations, (Accountable Plan).

8. Accountable Plan: Employees and allowance amounts shall be based on the provisions of the current "Staffing Level and Compensation" ordinance (position and authorized allowance amounts).
  - f. In addition to all other herein above items, unsubstantiated amounts shall be:
    1. Subject to State and Federal income taxes as part of gross wages as reported on the employees W-2.
    2. Subject to Social Security (FICA) withholding on a monthly basis.
  - g. When any justified monthly mileage amount exceeds the paid allowance, the excess business miles may be credited to the next month's mileage claim, by the Finance Department.
  - h. Log books of employees receiving car allowances shall be examined and/or audited at least annually at a time to be determined by the City Manager.
9. False or inflated mileage claims, for the purpose of this policy, shall be deemed to exist when no or improper logs are maintained, actual odometer readings are inconsistent with reported mileage or log(s), claimed mileage for known destinations are excessive or any other like reason discovered upon any audit, spot check or other such verification procedure authorized, and any such action may be subject to any of the following:
  - i. Repayment of any part or all monies involved plus ten percent (10%) per month penalty.
  - j. Temporary or permanent or partial loss of reimbursement or car allowance.
  - k. Suspension without pay, demotion or termination of employment.
  - l. IRS notification of irregularities discovered and payment of City share of FICA tax, including penalties and interest, caused by said false or inflated claim.

### **Section 8.11 –Harassment**

The parties agree that the procedures and policies set forth in the City's Personnel Policy and Employee Handbook shall apply. In the event that the City modifies either the Employee Handbook or its Personnel Policies, the Union will be given an opportunity to bargain over the effects of the modifications.

## **Section 8.12 – Electronic Media & Communications**

### ***General***

This policy is enacted to define ownership, appropriate use, privacy, security, and legal issues concerning use of City-owned telephones, cellular phones, computer systems, City-provided email services, City-provided Internet access, and all other forms of electronic communication including but not limited to voicemail and facsimiles.

### ***Ownership***

- (a) The City of Sikeston retains ownership of all computers, hardware peripherals, telephones, cellular phones, network equipment and software issued to employees of the City of Sikeston.
- (b) All electronic signatures used for official City documents must be pre-approved by the City Manager. All documentation regarding the signatures must be forwarded to the system administrator.

### ***Privacy/Security of Electronic Communications***

- (a) All communications transmitted via the City's voice/data network are City records. The City reserves the right to access, view and monitor the contents of all messages sent or received via electronic means.
- (b) Management and system analysts will monitor, and may from time to time, review electronic messages/correspondence for any of the following purposes:
  - 1. To retrieve lost messages
  - 2. To recover from system failure or monitor/maintain system performance
  - 3. To comply with investigations into suspected criminal acts
  - 4. To comply with applicable laws, ordinances, or court orders
  - 5. To ensure City systems are being used for business purposes only and in compliance with City policies

- (c) Employees should not expect or assume any privacy in regard to the use or content of electronic mail, voice and/or voice mail communications, or Internet usage. These communications are subject to the Missouri Sunshine law and are considered a public record for the purposes of this law. The Missouri Sunshine law establishes a public right of access to these record unless one or more specific exemptions apply. E-mail messages are subject to discovery proceedings in legal actions.
- (d) Electronic messages sent via e-mail or Internet postings are not transmitted via a secure communications network. Personal or privileged information sent electronically could be accessed by individuals other than the desired recipients. Employees should not transmit employment, investigative, disciplinary or other confidential files via electronic media.

### ***E-Mail***

- (a) The City's electronic communications system's resources are limited and should be used for business purposes. The City strongly discourages the transmission of non-essential communications (jokes, poems, personal notices, newsgroup discussions) on its electronic communication systems.
- (b) Employees are advised that deleting an email from their personal computer does not purge the message from the email system.
- (c) Should an employee need to use the City's e-mail network for personal communications, the message must be prefaced by the statement: "This is a personal e-mail. It is not authorized by or sent on behalf of the City of Sikeston. This email is the personal responsibility of the sender."

### ***Communication Systems Inappropriate Use(s)***

- (a) City provided voice/data communications systems are provided for City business and operational purposes. Prohibited uses include, but are not limited, to:
  - 1. Involvement in any activity prohibited by law;
  - 2. Transmitting any material or message in violation of federal, state, local law, ordinance or regulation or City policy including sexually, racially or ethnically offensive comments, jokes and slurs.

- 3.
3. Using/communicating language that may be construed as harassment, slander or defamation;
4. Using/communicating language that is threatening to others;
5. Distributing information the City determines to be sensitive or confidential information;
6. Transferring, utilizing or storing materials in violation of copyright laws or license agreements;
7. Unauthorized impersonation or representation of another person when using email, amending email or forwarding received email messages;
8. Using email in a manner that creates a conflict of interest or for purposes other than municipal business use;
9. Attempting to access any system which an employee is not authorized to access (hacking);
10. Giving your username and password to anyone, other than the system administrators, for any purpose.

### ***Internet Use and Communications***

(a) The efficient utilization of the Internet for communications and research can improve the quality and productivity of the services provided by the City. City employees having a legitimate need for Internet access (research, communication and resource sharing) may be authorized to obtain such. Internet access is a privilege, not a right.

(b) Prohibited Uses:

- 1) Distributing unauthorized messages or solicitations.
- 2) Downloading and/or distributing copyrighted materials not owned by the City, including software, photographs or any other media.
- 3) Developing or distributing programs that are designed to infiltrate computer systems internally or externally.
- 4) Accessing or downloading any resource for which there is a fee without prior Department Head approval.



### ***Purchasing via the Internet***

All aspects of the City's Purchasing Policy will apply to purchases made via the Internet.

### ***Software***

- (a) Because of the risk of obtaining a "virus, Trojan horse or worm" (computer programs that alter or destroy a computer or the information stored on it), software must be acquired from a reputable source that will accept responsibility for its integrity. For this reason, general software and data files shall not be obtained from users' groups, on-line bulletin boards or other information services without a thorough virus scan being performed by the user.
- (b) No software may be installed on City-owned computers without prior review and approval by the City's Network Administrator.

## **Section 8.13 – Reporting Personal Changes & Personnel Files**

### ***Reporting of Personal Changes***

Employees are required to report personal changes to the City Treasurer within five (5) calendar days of said change, to include, but not necessarily limited to, the following:

- 1. Address
- 2. Phone Number
- 3. Marital Status
- 4. Number of dependents

### ***Personnel Files***

- (a) Every employee, whether full or part time, seasonal or temporary, will have an updated personnel file that is maintained by the City Treasurer. Maintenance of said file shall be for a period of seventy-five (75) years from the date of hire. (Missouri Secretary of State, Record Retention Guidelines, GS 026)
- (b) Access to Personnel Files may be obtained through City Treasurer, only. Personnel files are not for public access or viewing. Certain information as specified by the Missouri Sunshine law is required for release to public, which includes the employee's:
  - 1. Name
  - 2. Position Title

3. Salary
4. Length of service

### **Section 8.14 – Access to Personnel Files and Records**

#### ***Purpose***

Federal and state laws require employers to protect the confidentiality of employee records. This policy establishes guidelines and procedures for the control, access to and reproduction of the City's personnel records and files.

#### ***Records Subject to this Policy***

All records documenting and supporting the application, hiring, term of employment, and termination of a city employee are subject to this policy. These records include, but are not limited to:

- (a) Employment application and pre-employment tests, exams and their accompanying results:
  1. testing, either written and/or verbal;
  2. physical and medical examinations;
  3. psychological examinations;
  4. physical agility testing; and
  5. all other tests that may be developed for the hiring and placement of potential employees.
- (b) Pre-employment background checks:
  1. transcripts or documentation of pre-employment background checks;
  2. traffic and/or criminal history checks; and
  3. letters of reference, either solicited or unsolicited.
- (c) Employment records:
  1. evaluations;
  2. disciplinary records;
  3. compensation records;
  4. education and training records;
  5. miscellaneous records documenting employee requests for leave time, awards, or letters of commendation;

6. time cards and time card summaries; and
7. termination proceedings and documentation.

(d) Medical records:

- a. records documenting on-the-job injuries:
  - i. accident report(s);
  - ii. first aid received; and
- c. workers' compensation reports
  - 1. first Report of Injury
  - 2. accident investigation
  - 3. medical bills
  - 4. insurance carrier correspondence, reports or other documentation.

***Access to Personnel Files and Records, Generally***

- (a) Chapter 610.021 of the Revised Statutes of Missouri (RSMo) sets forth guidelines for the access and release of specific employee information to the public. Per these statutes, only an employee's name, position, amount of city-paid compensation and length of service with the city may be released to the general public.
- (b) Federal regulations and state statutes prohibit release of the following information to the public:
  - 1. individually identifiable personnel records;
  - 2. individually identifiable performance evaluation scores;
  - 3. disciplinary action documentation with corresponding investigative reports;
  - 4. medical treatment and test results; and
  - 5. psychological treatment and test results.
- (c) All documents and material maintained in an employee's personnel file are the property of the City of Sikeston.
- (d) An employee's personnel file may be reviewed by only the employee, the employee's supervisor(s), the employee's department head and the City Manager or the City Manager's designee.
- (e) The City Manager may grant the City Counselor access to an employee's records and files whenever he deems it to be in the best interests of the City.

- (f) Personnel records will be opened upon subpoena by a court of jurisdiction, or upon the City Counselor's recommendation when the records are required in a state or federal review and/or investigation.
- (g) No information, other than that set forth in Chapter 610.021 RSMo. may be released to the general public.

***Records Open to Employee Review***

- (a) An employee has the right of access to and may review the following personnel records in their file:
  - 1. evaluations and rebuttals,
  - 2. compensation records,
  - 3. records of training, education and awards,
  - 4. records of disciplinary action with associated investigative reports, and
  - 5. miscellaneous records such as "Employee Request Forms".
- (b) The following personnel records are restricted from employee access and review:
  - 1. background reference checks,
  - 2. unsolicited letters of reference,
  - 3. psychological tests, results and opinions,
  - 4. investigative reports only if resulting in disciplinary action,
  - 5. on-the-job accident reports (unless included in disciplinary action documentation),  
and
  - 6. on-the-job accident medical claims (unless included in disciplinary action documentation).

### ***Personnel Records with Restricted Employer Access***

(a) Access to employee personnel records and files shall be granted to City staff members designated in ***Access to Personnel Files and Records, Generally*** (d) & (e), for the following purposes:

1. contemplated personnel action for
  - a. promotion
  - b. transfer
  - c. awards program
  - d. disciplinary action;
2. review of past evaluations; and
3. review of education, training and awards.

### ***Responsibility for Maintenance and Control of Employee Files and Records***

- (a) The Director of Administrative Services may designate the City Treasurer or other designee to control maintenance of and access to employee personnel files and records.
- (b) Personnel files shall not be removed from Sikeston City Hall without the express, written permission of the City Manager.
- (c) Personnel files and/or records may not be permanently removed from an employee's personnel file without prior written approval from the employee and the City Manager or Director of Administrative Services.

### ***Separation of Medical/Psychological Files and Records***

- (a) No medical records, either job related or non-job related, shall be maintained in an employee's personnel file.
1. Medical and psychological tests resulting from pre-employment exams, and/or employer initiated testing during an employee's term of employment shall be maintained in a separate file, accessible to only the City Manager or his designee, and the employee's department head.
  2. Medical reports resulting from on-the-job injuries shall be maintained in a separate file, accessible only to the City Manager or his designee.

### ***Review of Employee Personnel Files and Records***

- (a) Personnel file reviews shall be scheduled with the City Treasurer or the Director of Administrative Services designee at least one working day prior to the desired review date.
- (b) Personnel file reviews shall be completed in a location designated by the Human Resource Director or his designee.
- (c) Personnel file reviews shall occur during regular City Hall business hours.
  - a. If regular business hours do not correspond with the employee's working hours, photocopies of the desired documents will be made available.
    - i. A written request, naming the documents to be copied, must be made to the Human Resource Director or his designee at least two (2) working days prior to the date the documents are desired and approved by the City Manager or the Director of Administrative Services.
    - ii. The standard fee for photocopying public documents will be charged for each page copied.
- (d) Copies of personnel records or documents are available to the employee, upon written request made at least two working days prior to the date the documents are desired. These requests must specify the exact documents to be copied. The standard fee for photocopying public documents will be charged for each page copied.
- (e) At no time may an employee remove, delete or destroy a personnel file, record or document. Nonconformance with this policy will constitute cause for termination of employee.

### ***Corrections to Employee Personnel Files or Records***

- (a) Should an employee, in the course of a personnel file review, discover inaccurate or incomplete information, a request for correction may be made. The request for correction must:
  - 1. be made in writing, addressed to the employee's department head;
  - 2. specifically name or describe the inaccurate document or information; and
  - 3. indicate what corrections are to be made.
- (b) Upon department head recommendation, the request for correction shall be sent to the City Manager for approval.

- (c) Once approved, the request for correction shall be given to the designee of the City Manager or the Director of Governmental Services for inclusion into the employee's personnel file.

### ***Personnel Files of Terminated Employees***

- (a) Personnel files of terminated employees shall be maintained in inactive file storage by the Department of Administrative Services for the period of time required by state and federal law.
- (b) Access to the personnel files of terminated employees shall be limited to the Human Resource Director, department heads, the City Manager or his designee.

### **Section 8.16 – Substance Abuse Policy ~ Drugs and Alcohol Testing**

The parties agree that the procedures and policies set forth in the City's Personnel Policy and Employee Handbook shall apply. In the event that the City modifies either the Employee Handbook or its Personnel Policies, the Union will be given an opportunity to bargain over the effects of the modifications.

### **Section 8.17 – Smoking and Use of Tobacco Products Prohibited**

#### ***General***

This policy has been adopted by the Sikeston City Council in support of findings by the Surgeon General of the United States of America that has determined there exists medical evidence to link the use of tobacco products with numerous health risks.

#### ***Objectives***

The objectives of this policy are 1) to provide a healthy and safe workplace environment for employees, citizens and visitors; and 2) to promote and support healthy behavior of municipal employees in the workplace.

#### ***Policy Statement***

It is the policy of the City of Sikeston, as established by the City Council with Resolution 00-11-03, to prohibit smoking and the use of tobacco products in City workplaces, effective January 1, 2001.



***Application***

This policy will be in effect at all times and applies to all workplaces owned or leased by the Departments of Administrative Services, Economic Development, Governmental Services, Public Safety and Public Works.

### ***Definitions***

- a) Smoking includes the inhaling, exhaling, burning or carrying of a lighted cigarette, cigar, pipe or other lighted smoking equipment that burns tobacco.
- b) Tobacco product includes any substance containing tobacco leaf, including, but not limited to, cigarettes, cigars, pipe tobacco, snuff, chewing tobacco or dipping tobacco.
- c) Workplace, for the purpose of this policy, means any enclosed place or part thereof that is under the control of the departments listed above. This includes all buildings, entrances to buildings, foyers, entryways, elevators, hallways, restrooms, conference and meeting rooms, individual offices and municipally owned vehicles and motorized equipment.

### ***Designated Smoking Areas***

The City Manager or his designee shall designate a smoking area outside each municipally owned building. Each designated smoking area must contain ashtrays or other receptacles for extinguishing smoking materials.

### ***Smoking Breaks***

Recognizing that individuals may choose to smoke or use other smokeless tobacco products, the City will permit smoking and the use of tobacco products in designated areas outside each municipally owned building. Smoking breaks will be taken concurrently with compensated work breaks and shall not exceed fifteen minutes, twice daily or shift.

### ***Exemptions***

Exemptions to this policy will apply to:

- a) Public Safety Interview Rooms: members of the general public being held or interviewed by the Department of Public Safety will be permitted to smoke or use smokeless tobacco during the interview process.

### ***Compliance***

Each Department Head is responsible for the enforcement of the smoke-free policy. Respect and good judgment are expected from all parties, keeping in mind the objectives of the policy. Failure to comply with this policy may result in employee discipline.

### **Section 8.18 – Employee Uniforms**

The City requires employees to comply with the Dress Code Policy. The City agrees to afford the employees an annual amount of \$450.00 for compliance with the Policy. This allowance shall be made with no specified division between clothing or boot purchases.

### **Section 8.19 – Resignation**

#### ***Notice***

- (a) To resign in good standing, an employee shall submit his/her resignation in writing to his/her Department Head, stating the reason(s) for leaving and the effective date of resignation. Except for extenuating circumstances, employees shall give a minimum fourteen (14) days' notice.

#### ***Failure to Give Notice***

- (a) Failure to comply with such notice requirement may result in poor job recommendation and/or restriction on re-employment with the City.
- (b) Required notice may be reduced or waived upon recommendation of Department Head and final approval of City Manager.

#### ***Final Pay***

- (a) Final compensation shall be issued on the next regular pay day following the effective date of resignation and upon the completion of check-out procedures, which include the return of city-issued identification badge and equipment, and exit interview with the Treasurer's Office.
- (b) Final compensation shall include payment of all hours worked and applicable leave time accrued less all required and elected deductions.

### **Section 8.20 – Return of City Property**

#### ***Required***

Any employee leaving the service of the City, because of resignation, retirement or dismissal, must return all City owned property that has been issued to them. These items must be returned at the time of "check out" and exit interview, which are conducted by the City Treasurer.

### ***Non-Compliance***

Failure to return City property shall result in the withholding of an employee's final paycheck until said property is returned or deductions from the final paycheck, sufficient to cover the cost(s) of City owned property not returned or damaged, are made. Such action must be authorized by the City Manager.

### **Section 8.21 – DOT Medical Examinations for CDL Holders**

The City and Union agree that employees who possess a Commercial Driver License as a condition of employment should be subject to periodic medical examination to ensure they are eligible to hold their CDL. In establishing a process and procedure for implementing such periodic testing, as well as attempting to addressing possible failure of such examinations, the Parties agree to the following:

- The initial selection of employees for implementation of scheduled examinations shall be as follows:
  - Beginning in 2017, the City will randomly select one-third (1/3) of the existing work force in the Street & Park Departments (both bargaining unit and supervisors) for a DOT medical examination. A qualified medical provider will perform the examination.
  - For calendar year 2018, the City will randomly select another one-third (1/3) of the employees in the Street & Park Departments for a DOT medical examination as described above.
  - For calendar year 2019, the City will have the remaining one-third (1/3) of the employees of the Street & Park Departments complete a DOT medical examination as described above.
  - Once each employee has completed their examination under this provision, they will be re-examined every three (3) years. All future employees will be examined upon their hire and every three (3) years thereafter.

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- If an employee does not pass the medical exam, the City will provide a leave of absence for a reasonable time to complete any and all necessary corrections in an effort to be able to successfully complete such examination. Employees can use accrued paid time off to cover their pay during a leave of absence. During such time when an employee has not successfully passed a medical examination, the City will attempt to assign the employee to a light duty assignment, if available.
- Should the failure of any medical examination under this provision be due to a loss of hearing, the City agrees to cover the cost of a set of hearing aids that would enable the employee to successfully pass such medical examination up to \$4,000.00. Employees who obtain hearing aids under this provision must wear those hearing aids while working for the City.
- If any portion of this Policy is inconsistent with Federal, State, or Local law, the offending provisions will be modified to accord with the legal requirements.
- Should an employee fail a medical examination, and subsequently be unable to correct such disqualifying condition, and the City is not able to reasonably accommodate such condition, the continuation of employment is not guaranteed, but the employee may apply for Long Term Disability to the LAGERS plan. The City will provide employees who ask for assistance with information about who to contact to apply for LTD and will provide any information the City has that will help the employee complete the application.

## **ARTICLE IX**

### **BENEFITS**

All employees covered by this Agreement will be eligible for the same benefits of employment as similarly situated City employees in accord with the City's established benefits.

**ARTICLE X**  
**EMPLOYMENT CLASSIFICATIONS**

In order to fully serve the community, the City recognizes the need for various Classes or Classifications of Employment. The City classifies all employees into one of six types of employment: Regular Full time; Regular Part Time; Temporary Part Time; Seasonal or Temporary; Employees serving a qualifying period; and Volunteers.

***Regular Full Time Employee***

Any employee whose regular scheduled hours are routinely forty (40) or more but no less than thirty (30), in each consecutive seven (7) day period or whose regular scheduled hours meet or exceed one thousand five hundred and sixty (1,560) in twelve (12) consecutive months. Normally, this employee classification is considered to be the forty (40) hour or more employee whose regular scheduled hours meet or exceed two thousand eighty (2,080) in twelve (12) consecutive months.

***Regular Part Time Employee***

Any employee whose regular scheduled hours are routinely greater than twenty (20) but less than thirty (30) in each seven (7) day period or whose total regular scheduled hours meet or exceed one thousand forty (1,040) but are less than one thousand five hundred and sixty (1,560) in twelve (12) consecutive months.

***Temporary Part Time Employee***

Any part time employee retained to aid in the completion of specific projects or to augment city staff during periods of peak work, and those total hours of employment shall not exceed thirty (30) hours in any seven (7) day period.

***Seasonal or Temporary Employee***

Any employee which is hired for a specific period of time or a specific job or work process and whose employment shall cease upon the lapsed time or completion of the job or work process. Seasonal employees are those retained to augment the City staff for increase in work due to

seasonal variations in the work process and whose expected tenure will be twenty (20) or less weeks in any twelve (12) consecutive months.

Temporary employees are those retained to aid in the completion of specific projects or as City staff augmentation for periods of peak work, whose total hours in any twelve (12) consecutive months are not expected to exceed one thousand forty (1,040). Both of these classifications shall expect a minimum of thirty (30) and a maximum of forty (40) regular scheduled hours, during the term of their employment and shall be individually classified with respect to FLSA eligibility.

### ***Qualifying Period***

- (a) This classification is divided into four subcategories: initial employment; promotion; transfer; and disciplinary. Qualifying periods and conditions may vary, (see Qualifying Periods, Chapter 20, of the City Personnel Manual). Regardless of category, qualifying periods are assigned to allow close screening and evaluation of an individual's fitness for employment.

### ***Volunteer***

- (a) Persons who provide service to the City, without expectations of compensation for services provided.

## **ARTICLE XI**

### **CLASSIFICATIONS AND RATES OF PAY**

#### **Section 11.01 – Classification Rates of Pay:**

Employees within the bargaining unit will be compensated as set forth in Ordinance No. 6061 Table II-A FY2018 Compensation and Benefits – General Services Employees. This compensation includes both compensation increases and merit eligibility.

#### **Section 11.02 – Employee Recognition Program**

The City agrees to allow all employees covered under this Agreement to participate in and be considered for, awards in accordance with the City's Employee Recognition Program, as currently administered or subsequently amended.

### **Section 11.03 – Payroll Policy**

Employee payroll checks are issued every two weeks, on a Friday by 9:00 a.m. The City is required by law to make the necessary deductions for federal and state income tax, and Social Security from every employee's check. Such paychecks will be in the form of electronic transfer to their designated banking institution (direct deposit) or by payroll check, which can be cashed upon receipt.

Employee's pay stubs will show the total hours worked for the compensation period, including an accounting of all earnings and deduction activity. Furthermore, for those choosing to receive payment by direct deposit, they shall have made available to them, either electronically (email) or a paper copy of such information.

For those employees who elect to receive payment by direct deposit (electronic transfer), such deposit shall be made on payday by the above-referenced time. Insufficient fund charges incurred by the employee as the result of the City's failure to have the pay at the employee's banking facility by such time will be reimbursed to the employee by the City.

## **ARTICLE XII**

### **DURATION OF AGREEMENT**

### **Section 12.01 – Length of Agreement**

This Agreement shall take effect on the date of execution and shall remain in effect through June 30, 2018, and agreed that this Agreement constitutes the whole agreement of the parties concerning wages, hours and working conditions and that all decisions or matters not expressly provided for in this agreement are reserved exclusively to the City.

The Union recognizes the Personnel Policies and Employee Handbook issued by the City in effect at the date and time this CBA is ratified (and as may be modified from time to time), with the exclusion of provisions expressly identified within this CBA.

If the City makes changes to the Personnel Policies and Employee Handbook that impact the wages, hours, and working conditions of the bargaining unit, these changes shall be subject to effects bargaining.



The Union recognizes that all management functions not specifically limited by this Agreement are vested exclusively in the City. Such functions include, but are not limited to the direction of the working force; the utilization of employees on any work assignment; the right to subcontract work for economic (or other) reasons; the right to hire, reprimand, discipline, transfer, promote, demote, layoff, and discharge employees; to determine the number or complement of employees required at any work location, or on any job; to set work schedules or change schedules already set; to control overtime and the necessity of an employee working overtime; to make and implement reasonable rules and regulations; and do all other management and operation of the City.

Specifically and without limiting the foregoing powers, the City can contract out, or assign to a temporary employee, the job assignment of "fogging" for mosquitos in the future at its sole discretion.

Any of the management's rights, powers, functions, or authority which the City had prior to the signing of this agreement with the Union are retained by the City, except as to those rights, powers, functions, or authority which are specifically and expressly abridged or modified by this Agreement.

**AGREED:**

**CITY OF SIKESTON, MISSOURI**

**LOCAL UNION 702, INTERNATIONAL  
BROTHERHOOD OF ELECTRICAL  
WORKERS**

**BY: \_\_\_\_\_**  
**Steven Burch, Mayor**

**BY: \_\_\_\_\_**  
**Steve Hughart, Business Manager**

**Date \_\_\_\_\_**

**Date \_\_\_\_\_**

**BY: \_\_\_\_\_**  
**Mark Baker, Business Representative**

**Date \_\_\_\_\_**

already set; to control overtime and the necessity of an employee working overtime; to make and implement reasonable rules and regulations; and do all other management and operation of the City.

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**LOCAL UNION 702, INTERNATIONAL  
BROTHERHOOD OF ELECTRICAL  
WORKERS**

**BY: \_\_\_\_\_**  
**Steven Burch, Mayor**

**Date \_\_\_\_\_**

**BY: \_\_\_\_\_**  
**Steve Hughart, Business Manager**

**Date \_\_\_\_\_**

**BY: \_\_\_\_\_**  
**Mark Baker, Business Representative**

**Date \_\_\_\_\_**

# **Council Letter**

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Date of Meeting: 17-08-07

Originating Department: Department of Public Safety

To the Mayor and City Council:

Subject:

Authorization to proceed with purchase of remaining MSA SCBA air bottles

Attachments:

1. Quote from Sentinel Emergency Solutions

Action Options:

1. Authorization to purchase nineteen replacement SCBA Bottles
2. Other action as recommended by the City Council

Background:

We replaced our current (outdated) SCBA (Self Contained Breathing Apparatus) air packs and bottles with a AFG Grant and we need nineteen bottles that were not included in the grant to take us back to the previous inventory. This is a budgeted item.

## SENTINEL EMERGENCY SOLUTIONS

## 23 Grandview Park

**Phone:**

**Arnold, Mo 63010 (636) 464-5580**

# PROPOSAL

Date:	Proposal #:
7/19/2017	8631

**Bill To:**

SIKESTON DEPT. OF PUBLIC SAFETY(CITY OF)  
105 E. CENTER  
SIKESTON, MO 63801

**Ship To:**

**SIKESTON DEPT. OF PUBLIC SAFETY  
201 SOUTH KINGSHIGHWAY,  
SIKESTON, MO 63801**

[illegible]

*Thank you for your business!*

## Total

\$16,511.73

# **Council Letter**

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Date of Meeting 17-08-07

Originating Department: Public Works

To the Mayor and City Council:

Subject: Authorization to approve engineering services contract for Rail Trail Project

Attachments:

1. Proposed engineering services contract

Action Options:

1. Authorize engineering services contract for Rail Trail Project
2. Other action the City Council deems appropriate.

Background:

Staff is seeking Council approval to execute the Engineering Services Contract for the Rail Trail-Phase 1 Project. The contract is standard MODOT forms and is between the City and Waters Engineering of Sikeston. In addition to Waters Engineering, Gateway Design of St. Louis is serving as a sub consultant for landscape architecture. The total cost for engineering is \$86,821 and is funded 75% through MODOT grant funds. The engineering cost is broken down into two groups: design services for a cost of \$48,621.00 and construction inspection services for a cost of \$38,200.00.

**SPONSOR:** City of Sikeston, Missouri  
**LOCATION:** Along north side of Malone Avenue from the west side of  
Scott Street Easterly to east side of North Main Street  
**PROJECT:** TAP-5800(014)

*THIS CONTRACT* is between City of Sikeston, Missouri, hereinafter referred to as the "Local Agency", and Waters Engineering, Inc., 908 S. Kingshighway, Sikeston, Missouri 63801, hereinafter referred to as the "Engineer".

*INASMUCH* as funds have been made available by the Federal Highway Administration through its Transportation Alternatives and Surface Transportation Programs, coordinated through the Missouri Department of Transportation, the Local Agency intends to construct a multi-use trail approximately 3,300 feet long along the north side of Malone Avenue from the west side of Scott Street to the west side of North Main Street, including replacement of the Scott Street pavement at the trail crossing, curb ramps for the Malone Avenue crossings as required at Scott and New Madrid Streets, new or modified pedestrian signals at Kingshighway, crosswalks, bollards, signs, site furniture, fencing, landscaping and pavement markings and requires professional engineering services. The Engineer will provide the Local Agency with professional services hereinafter detailed for the planning, design and construction inspection of the desired improvements and the Local Agency will pay the Engineer as provided in this contract. It is mutually agreed as follows:

## **ARTICLE I – SCOPE OF SERVICES**

See Attachment A

## **ARTICLE II - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:**

- A. DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is zero percent (0%) of the total Agreement dollar value.
- B. DBE Participation Obtained by Engineer: The Engineer has obtained DBE participation, and agrees to use DBE firms to complete, zero percent (0%) of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Engineer shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS	TYPE OF DBE SERVICE	TOTAL \$ VALUE OF THE DBE SUBCONTRACT	CONTRACT \$ AMOUNT TO APPLY TO TOTAL DBE GOAL	PERCENTAGE OF SUBCONTRACT DOLLAR VALUE APPLICABLE TO TOTAL GOAL
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NONE

### **ARTICLE III-ADDITIONAL SERVICES**

The Local Agency reserves the right to request additional work, and changed or unforeseen conditions may require changes and work beyond the scope of this contract. In this event, a supplement to this agreement shall be executed and submitted for the approval of MoDOT prior to performing the additional or changed work or incurring any additional cost thereof. Any change in compensation will be covered in the supplement.

### **ARTICLE IV - RESPONSIBILITIES OF LOCAL AGENCY**

The Local Agency will cooperate fully with the Engineer in the development of the project, including the following:

- A. make available all information pertaining to the project which may be in the possession of the Local Agency;
- B. provide the Engineer with the Local Agency's requirements for the project;
- C. make provisions for the Engineer to enter upon property at the project site for the performance of his duties;
- D. examine all studies and layouts developed by the Engineer, obtain reviews by MoDOT, and render decisions thereon in a prompt manner so as not to delay the Engineer;
- E. designate a Local Agency's employee to act as Local Agency's Person in Responsible Charge under this contract, such person shall have authority to transmit instructions, interpret the Local Agency's policies and render decisions with respect to matters covered by this agreement (see EPG 136.3);
- F. perform appraisals and appraisal review, negotiate with property owners and otherwise provide all services in connection with acquiring all right-of-way needed to construct this project.

### **ARTICLE V - PERIOD OF SERVICE**

The Engineer will commence work within two weeks after receiving notice to proceed from the Local Agency. The general phases of work will be completed in accordance with the following schedule:

- A. PS&E Approval by MODOT shall be completed on March 30, 2018.
- B. Construction Phase shall be completed 60 days after construction final completion schedule.

The Local Agency will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Engineer. Requests for extensions of time shall be made in writing by the Engineer, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested.

## ARTICLE VI – STANDARDS

The Engineer shall be responsible for working with the Local Agency in determining the appropriate design parameters and construction specifications for the project using good engineering judgment based on the specific site conditions, Local Agency needs, and guidance provided in the most current version of EPG 136 LPA Policy. If the project is on the state highway system or is a bridge project, then the latest version of MoDOT's Engineering Policy Guide (EPG) and Missouri Standard Specifications for Highway Construction shall be used (see EPG 136.7). The project plans must also be in compliance with the latest ADA (Americans with Disabilities Act) Regulations.

## ARTICLE VII - COMPENSATION

For services provided under this contract, the Local Agency will compensate the Engineer as follows:

- A. For design services, including work through the construction contract award stage, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$4,124, with a ceiling established for said design services in the amount of \$ 48,621, which amount shall not be exceeded.
- B. For construction inspection services, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$4,576, with a ceiling established for said inspection services in the amount of \$38,200, which amount shall not be exceeded.
- C. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment B. Any major changes in work, extra work, exceeding of the contract ceiling, or change in the predetermined fixed fee will require a supplement to this contract, as covered in Article III - ADDITIONAL SERVICES.
- D. Actual costs in Sections A and B above are defined as:
  - 1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus
  - 2. An amount calculated at 86.612% of actual salaries in Item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, plus
  - 3. An amount calculated at 98.394% of actual salaries in Item 1 above for general administrative overhead, based on the Engineer's system for allocating indirect costs in accordance with sound accounting principles and business practice, plus



4. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus
  5. Project costs incurred by others on a subcontract basis, said costs to be passed through the Engineer on the basis of reasonable and actual cost as invoiced by the subcontractors.
- E. The rates shown for additives and overhead in Sections VII. D.2 and VII. D.3 above are the established Engineer's overhead rate accepted at the time of contract execution and shall be utilized throughout the life of this contract for billing purposes.
- F. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.
- G. **METHOD OF PAYMENT** - Partial payments for work satisfactorily completed will be made to the Engineer upon receipt of itemized invoices by the Local Agency. Invoices will be submitted no more frequently than once every two weeks and must be submitted monthly for invoices greater than \$10,000. A pro-rated portion of the fixed fee will be paid with each invoice. Upon receipt of the invoice and progress report, the Local Agency will, as soon as practical, but not later than 45 days from receipt, pay the Engineer for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress report, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amount not paid, through no fault of the Engineer, within 45 days after the Local Agency's receipt of the Engineer's invoice. The Local Agency will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.
- H. **PROPERTY ACCOUNTABILITY** - If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.

## **ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES**

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Local Agency shall have the right to annul this agreement without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

## **ARTICLE IX - SUBLETTING, ASSIGNMENT OR TRANSFER**

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the Local Agency. The subletting of the work shall in no way relieve the Engineer of his primary responsibility for the quality and performance of the work. It is the intention of the Engineer to engage subcontractors for the purposes of:

<b>Sub-Consultant Name</b>	<b>Address</b>	<b>Services</b>
Gateway Design Studio	856 Kiefer Trails Drive, St. Louis, MO 63021	Landscape Architect

## **ARTICLE X - PROFESSIONAL ENDORSEMENT**

All plans, specifications and other documents shall be endorsed by the Engineer and shall reflect the name and seal of the Professional Engineer endorsing the work. By signing and sealing the PS&E submittals the Engineer of Record will be representing to MoDOT that the design is meeting the intent of the federal aid programs.

## **ARTICLE XI - RETENTION OF RECORDS**

The Engineer shall maintain all records, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this contract and to the project covered by this contract, for a period of not less than three years following final payment by FHWA. Said records shall be made available for inspection by authorized representatives of the Local Agency, MoDOT or the federal government during regular working hours at the Engineer's place of business.

## **ARTICLE XII - OWNERSHIP OF DOCUMENTS**

Plans, tracings, maps and specifications prepared under this contract shall be delivered to and become the property of the Local Agency upon termination or completion of work. Basic survey notes, design computations and other data prepared under this contract shall be made available to the Local Agency upon request. All such information produced under this contract shall be available for use by the Local Agency without restriction or limitation on its use. If the Local Agency incorporates any portion of the work into a project other than that for which it was performed, the Local Agency shall save the Engineer harmless from any claims and liabilities resulting from such use.

## **ARTICLE XIII – SUSPENSION OR TERMINATION OF AGREEMENT**

- A. The Local Agency may, without being in breach hereof, suspend or terminate the Engineer's services under this Agreement, or any part of them, for cause or for the convenience of the Local Agency, upon giving to the Engineer at least fifteen (15) days' prior written notice of the effective date thereof. The Engineer shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Local Agency.
- B. Should the Agreement be suspended or terminated for the convenience of the Local Agency, the Local Agency will pay to the Engineer its costs as set forth in Attachment B including

actual hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the Engineer, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the Engineer in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Engineer's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.

- C. The Engineer shall remain liable to the Local Agency for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Engineer. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.
- D. The Engineer shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Engineer is deprived of the opportunity to complete the Engineer's services.
- E. Upon the occurrence of any of the following events, the Engineer may suspend performance hereunder by giving the Local Agency 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Local Agency. In the event the condition is not remedied within 120 days of the Engineer's original notice, the Engineer may terminate this agreement.
  - 1. Receipt of written notice from the Local Agency that funds are no longer available to continue performance.
  - 2. The Local Agency's persistent failure to make payment to the Engineer in a timely manner.
  - 3. Any material contract breach by the Local Agency.

#### **ARTICLE XIV - DECISIONS UNDER THIS CONTRACT**

The Local Agency will determine the acceptability of work performed under this contract, and will decide all questions which may arise concerning the project. The Local Agency's decision shall be final and conclusive.

#### **ARTICLE XV - SUCCESSORS AND ASSIGNS**

The Local Agency and the Engineer agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

## **ARTICLE XVI - COMPLIANCE WITH LAWS**

The Engineer shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.) and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

## **ARTICLE XVII - RESPONSIBILITY FOR CLAIMS AND LIABILITY**

The Engineer agrees to save harmless the Local Agency, MoDOT and FHWA from all claims and liability due to his negligent acts or the negligent acts of his employees, agents or subcontractors.

## **ARTICLE XVIII - NONDISCRIMINATION**

The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors. The Engineer will comply with state and federal related to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.). More specifically, the Engineer will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this contract. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Engineer's obligations under this contract and the regulations relative to non-discrimination on the ground of color, race or national origin.

## **ARTICLE XIX – LOBBY CERTIFICATION**

CERTIFICATION ON LOBBYING: Since federal funds are being used for this agreement, the Engineer's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 C.F.R. Part 20 including Appendix A and B to Part 20. Engineer agrees to abide by all certification or disclosure requirements in 49 C.F.R. Part 20 which are incorporated herein by reference.

## **ARTICLE XX – INSURANCE**

- A. The Engineer shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Engineer from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Engineer and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.

- B. The Engineer shall also maintain professional liability insurance to protect the Engineer against the negligent acts, errors, or omissions of the Engineer and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.
- C. The Engineer's insurance coverage shall be for not less than the following limits of liability:
  - 1. Commercial General Liability: \$500,000 per person up to \$3,000,000 per occurrence;
  - 2. Automobile Liability: \$500,000 per person up to \$3,000,000 per occurrence;
  - 3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000; and
  - 4. Professional ("Errors and Omissions") Liability: \$1,000,000, each claim and in the annual aggregate.
- D. The Engineer shall, upon request at any time, provide the Local Agency with certificates of insurance evidencing the Engineer's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.
- E. Any insurance policy required as specified in (ARTICLE XX) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

## **ARTICLE XXI - ATTACHMENTS**

The following exhibits are attached hereto and are hereby made part of this contract:

Attachment A – Scope of Service

Attachment B - Estimate of Cost

Attachment C - Certification Regarding Debarment, Suspension, and Other  
Responsibility Matters - Primary Covered Transactions.

Attachment D - Certification Regarding Debarment, Suspension, and Ineligibility and  
Voluntary Exclusion - Lower Tier Covered Transactions.

Attachment E – DBE Contract Provisions

Attachment F – Fig. 136.4.15 Conflict of Interest Disclosure Form

Executed by the Engineer this \_\_\_\_\_ day of August, 2017.

Executed by the City this \_\_\_\_\_ day of August, 2017.

**FOR: SIKESTON, MISSOURI**

**BY:** \_\_\_\_\_  
Steven H. Burch, Mayor

**ATTEST:** \_\_\_\_\_  
Caroll Couch, City Clerk

**FOR: WATERS ENGINEERING, INC.**

**BY:** \_\_\_\_\_  
John Chittenden, President

**ATTEST:** \_\_\_\_\_  
Darrall R. Hirtz, Vice-President

I hereby certify under Section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

\_\_\_\_\_  
Steven H. Burch, Mayor

## **ATTACHMENT A**

### **Scope of Services**

The Scope of services under this contract will include the following:

**A. DESIGN PHASE** – The Engineer will:

1. determine the needs of the Local Agency for the project;
2. conduct topographic, property and utility surveys sufficient to develop plans for the project;
3. arrange for subsurface investigation if needed. Provide LPA with a supplemental agreement along with a sub-consultant agreement for additional cost to be incurred;
4. conduct hydraulic studies if needed, prepare design and cost estimates, develop plans, and recommend to the Local Agency the best overall general design;
5. ensure compliance with water quality requirements by coordinating with the Missouri Department of Natural Resources and the U.S. Army Corps of Engineers and also insure compliance with the requirements of the Federal Emergency Management Agency (FEMA). Submit pdf of clearances to MoDOT as acquired;
6. ensure compliance with historic preservation requirements through coordination with the Missouri Department of Natural Resources, and if deemed necessary, arrange to have the site examined by a qualified archaeologist on a subcontract basis. Submit pdf of clearances to MoDOT as acquired;
7. submit pdf of right-of-way plans to MoDOT for A-Date if right-of-way is required. If no right-of-way, obtain a right-of-way clearance letter from the LPA and submit to MoDOT;
8. if right-of-way is needed, secure adequate property title information, determine right-of-way requirements, prepare right-of-way plans, and assist the Local Public Agency with easements, waiver letters and other documentation that needs to be acquired for right-of-way approval from MoDOT. The LPA will be responsible in having the easements signed and recorded and returned along with waiver letters and certification back to the Engineer for processing;
9. prepare detailed construction plans, cost estimates, specifications and related documents as necessary for the purpose of soliciting bids for constructing the project. Submit pdf files of plans, estimates and required documentation for submitting to MoDOT to the LPA for review and signing of all necessary documentation that will be submitted;
10. email pdf package to MoDOT for approval of project.

- B. **CONSTRUCTION PHASE** – The Engineer will serve as the Local Public Agency’s representative for administering the terms of the bidding and construction of the project:
1. upon receipt of bidding authorization from MoDOT we will obtain a date for bid opening suitable to the LPA’s schedule. Prepare bid advertisement and submit to newspaper for publication. Send notifications to qualified contractors in the area. Assist the LPA in the bid opening and evaluating bids received and requesting of concurrence in award from MoDOT.
  2. assist the LPA with a preconstruction conference to discuss project details with the Owner, MoDOT and the Contractor;
  3. make periodic site visits to observe the Contractor’s progress and quality of work, and to determine if the work conforms to the contract documents. It is contemplated that initial survey staking and layout will be accomplished by the our survey crew and any destroyed staking will be replaced by the Contractor at his own expense. The Engineer will accompany MoDOT and FHWA representatives on visits of the project site as required;
  4. review concrete design and field test concrete when used on the project, creating periodic test cylinders as required or deemed necessary;
  5. review shop drawings as submitted and approve or note corrections to be made by the manufacturer;
  6. quantify all pay items listed in the contract documents daily for payment in field diary;
  7. reject work not conforming to the project documents;
  8. inspect materials delivered on the job site against approved shop drawings, acquired certifications on materials, metallurgical test and reports on all metals used and “Made in America” certifications before payment on these materials is approved;
  9. prepare change orders for issuance by the LPA as necessary and assure that proper approvals are made prior to work being performed;
  10. review bulletin board, perform wage rate interviews and compare with required wage rates;
  11. be present during critical construction operations, including by not limited to the following:
    - a. project layout;
    - b. excavation, backfilling and compaction;
    - c. placement of any required base rock and compaction;
    - d. checking form work grades, cross-slopes and ADA required additions;
    - e. checking any required storm drainage grading;
    - f. checking of any required reinforcing steel prior to concrete placement;
    - g. checking asphalt replacement where noted; and
  12. participate in final inspection, provide LPA with project documentation, (diaries, test results, certifications, etc.) and provide final record plans for the LPA’s records.



## ATTACHMENT B

### ESTIMATE OF COST

DESIGN PHASE	<u>Hours</u>	<u>Rate</u> <u>(Salary Only)</u>	<u>Cost</u>
<i>Surveying</i>			
Professional Land Surveyor	40	\$20.00	\$ 800
Survey Technician	0	\$ 0.00	\$ 0
<i>Preliminary Design</i>			
Principal	4	\$50.00	\$ 200
Engineer	96	\$48.00	\$ 4,608
Technician	80	\$16.00	\$ 1,280
<i>Final Design</i>			
Principal	4	\$50.00	\$ 200
Engineer	40	\$48.00	\$ 1,920
Technician	40	\$16.00	\$ 640
Typist	0	\$14.50	\$ 0
SUBTOTAL	304		\$ 9,648
<i>Payroll Overhead (Est. at 86.612% X SUBTOTAL))</i>			\$ 8,356
<i>General and Admin. Overhead (Est. at 98.394% X SUBTOTAL))</i>			\$ 9,493
TOTAL LABOR & OVERHEAD			\$27,497
<i>Fixed Fee(15.0% X TOTAL LABOR &amp; OVERHEAD)</i>			\$ 4,124
TOTAL LABOR, OVERHEAD & FIXED FEE			\$31,621
<i>Other Direct Costs</i>			
Travel, 0 trips @ 0 miles X \$0.50 per mile			\$ 0
Per Diem (cannot exceed maximum per diem rates per Federal Travel Regulations)			\$ 0
Computer Time			\$ 0
Printing			\$ 0
<i>Subcontract Pass-Through Costs (Identify by Name **indicates DBE firm(s))</i>			
Surveying	0	\$ 0.00	\$ 0
Borings	0	\$ 0.00	\$ 0
Landscape Architect	0	\$ 0.00	\$17,000
SUBTOTAL DIRECT COSTS	0		\$17,000
TOTAL FOR DESIGN PHASE			\$48,621

## CONSTRUCTION PHASE

	<u>Hours</u>	<u>Rate</u> <u>(Salary Only)</u>	<u>Cost</u>
<i>Engineer</i>	64	\$48.00	\$ 3,072
<i>Senior Inspector</i>	304	\$23.00	\$ 6,992
<i>Professional Surveyor</i>	32	\$20.00	\$ 640
<i>Survey Technician</i>			
SUBTOTAL			\$10,704
<i>Payroll Overhead (Est. at 86.612% X SUBTOTAL)</i>			\$ 9,271
<i>General and Admin. Overhead (Est. at 98.394% X SUBTOTAL)</i>			\$10,532
TOTAL LABOR & OVERHEAD			\$30,507
<i>Fixed Fee (15 Percent X TOTAL LABOR &amp; OVERHEAD)</i>			\$ 4,576
TOTAL LABOR, OVERHEAD AND FIXED FEE			\$35,083
<i>Other Direct Costs</i>			
Travel, ___ trips @ _____ miles X \$0.50 per mile			\$ 0
Per Diem (cannot exceed the maximum per diem rates in effect at the time of			0
Travel as set forth in the Federal Travel Regulations)			0
Lab Testing Fees			117
<i>Subcontract Pass-Through Costs: Lanscape Architect</i>			\$ 3,000
SUBTOTAL DIRECT COSTS			\$ 3,000
<b>TOTAL FOR CONSTRUCTION PHASE</b>			<b>\$38,200</b>

## **ATTACHMENT C**

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS**

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#### **INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded

from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List at the Excluded Parties List System.

<https://www.epls.gov/epls/search.do?page=A&status=current&agency=69#A>.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

#### **Certification Regarding Debarment, Suspension, and Other Responsibility Matters -Primary Covered Transactions**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## ATTACHMENT D

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

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#### INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List at the Excluded Parties List System.  
<https://www.epls.gov/eplsearch.do?page=A&status=current&agency=69#A>.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Attachment E**  
**Disadvantage Business Enterprise Contract Provisions**

1. Policy: It is the policy of the U.S. Department of Transportation and the Local Agency that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 C.F.R. Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.

2. Obligation of the Engineer to DBE's: The Engineer agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Engineer shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Engineer shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.

3. Geographic Area for Solicitation of DBEs: The Engineer shall seek DBEs in the same geographic area in which the solicitation for other subconsultants is made. If the Engineer cannot meet the DBE goal using DBEs from that geographic area, the Engineer shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

B. The Engineer may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.

C. The Engineer may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.

D. A Engineer may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by MoDOT's External Civil Rights Division to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Engineer is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Engineer shall make good faith efforts to replace a DBE Subconsultant, who is unable to perform satisfactorily, with another DBE Subconsultant. Replacement firms must be approved by MoDOT's External Civil Rights Division.

6. Verification of DBE Participation: Prior to final payment by the Local Agency, the Engineer shall file a list with the Local Agency showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Engineer to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Commission for noncompliance with 49 C.F.R. Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the MoDOT's External Civil Rights Division, liquidated damages may be assessed to the Engineer.

Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Engineer's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by MoDOT's External Civil Rights Division, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Engineer, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal is established by MoDOT's External Civil Rights Division. The Engineer must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified is less than the percentage stated. The Good Faith Efforts documentation shall illustrate reasonable efforts to obtain DBE Participation. Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

A. Attended a meeting scheduled by the Department to inform DBEs of contracting or consulting opportunities.

B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.

E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBEs, and not rejecting DBEs as unqualified without sound reasons, based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Commission or by the Engineer.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other



organizations that provide assistance in the recruitment and placement of DBE firms.

8. Good Faith Efforts to Obtain DBE Participation: If the Engineer's agreed DBE goal amount as specified is less than the established DBE goal given, then the Engineer certifies that good faith efforts were taken by Engineer in an attempt to obtain the level of DBE participation set by MoDOT's External Civil Rights.

**Attachment F – Fig. 136.4.15**  
**Conflict of Interest Disclosure Form for LPA/Consultants**  
Local Federal-aid Transportation Projects

**Firm Name (Consultant):** WATERS ENGINEERING, INC.

**Project Owner (LPA):** CITY OF SIKESTON, MISSOURI

**Project Name:** SIKESTON RAIL-TO-TRAIL, PHASE I

**Project Number:** TAP-5800(014)

As the LPA and/or consultant for the above local federal-aid transportation project, I have:

1. Reviewed the conflict of interest information found in Missouri's Local Public Agency Manual (EPG 136.4)
2. Reviewed the Conflict of Interest laws, including 23 CFR § 1.33, 49 CFR 18.36.

And, to the best of my knowledge, determined that, for myself, any owner, partner or employee, with my firm or any of my sub-consulting firms providing services for this project, including family members and personal interests of the above persons, there are:

☒ No real or potential conflicts of interest  
If no conflicts have been identified, complete and sign this form and submit to LPA

☐ Real conflicts of interest or the potential for conflicts of interest  
If a real or potential conflict has been identified, describe on an attached sheet the nature of the conflict, and provide a detailed description of Consultant's proposed mitigation measures (if possible). Complete and sign this form and send it, along with all attachments, to the appropriate MoDOT District Representative, along with the executed engineering services contract.

LPA

Consultant

Printed Name: Jay Lancaster

Printed Name: John Chittenden, President

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

# MUNICIPAL DIVISION SUMMARY REPORTING FORM

Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity

<b>I. COURT INFORMATION</b>		Contact information same as last report <input type="checkbox"/>	
Municipality: <u>SIKESTON</u>		Reporting Period: <u>June, 2017</u>	
Mailing Address: <u>105 E. CENTER ST.</u>		Software Vendor: <u>Tyler Technologies</u>	
Physical Address: <u>105 E. CENTER ST.</u>		County <u>SCOTT COUNTY</u>	Circuit: <u>33RD</u>
Telephone Number: <u>(573) 475-3705</u>		Fax Number: <u>(573) 471-1526</u>	
Prepared By: <u>PAT COX</u>	E-mail Address <u>courtclerk@sikeston.org</u>		iNotes <input type="checkbox"/>
Municipal Judge(s): <u>FRANKLIN MARSHALL</u>		Prosecuting Attorney: <u>RYAN KYE LAWRENCE</u>	

  

<b>II. MONTHLY CASELOAD INFORMATION</b>	Alcohol & Drug related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases ( <i>citations / informations</i> ) pending at start of month	126	1,765	3,095
B. Cases ( <i>citations / informations</i> ) filed	0	147	44
C. Cases ( <i>citations / informations</i> ) disposed			
1. jury trial ( <i>Springfield, Jefferson County, and St. Louis County only</i> )	0	0	0
2. court / bench trial - GUILTY	0	0	0
3. court / bench trial - NOT GUILTY	0	0	0
4. plea of GUILTY in court	0	20	8
5. Violations Bureau Citations ( <i>i.e., written plea of guilty</i> ) and bond forfeitures by court order ( <i>as payment of fines / costs</i> )	0	103	22
6. dismissed by court	0	28	7
7. <i>nolle prosequi</i>	0	1	0
8. certified for jury trial ( <i>not heard in the Municipal Division</i> )	0	0	0
9. <b>TOTAL CASE DISPOSITIONS</b>	0	152	37
D. Cases ( <i>citations / informations</i> ) pending at end of month [pending caseload = (A + B) - C9]	126	1,760	3,102
E. Trial de Novo and / or appeal applications filed	0	0	0

  

<b>III. WARRANT INFORMATION (<i>pre- &amp; post-disposition</i>)</b>	<b>IV. PARKING TICKETS</b>
1. # Issued during reporting period	32
2. # Served/withdrawn during reporting period	23
3. # Outstanding at end of reporting period	158
<input type="checkbox"/> Court staff does not process parking tickets	

Office of State Courts Administrator, Statistics, 2112 Industrial Drive, P.O. Box 104480, Jefferson City, MO 65110

OSCA Help Desk: 1-888-541-4894

Fax: 573-526-0338

E-mail: [MunicipalDivision.Reports@courts.mo.gov](mailto:MunicipalDivision.Reports@courts.mo.gov)

**MUNICIPAL DIVISION SUMMARY REPORTING FORM**

<b>I. COURT INFORMATION</b>	Municipality: SIKESTON	Reporting Period: June, 2017
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<b>V. DISBURSEMENTS</b>			
<b>Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)</b>		<b>Other Disbursements cont.</b>	
Fines - Excess Revenue	\$ 5,084.00		\$
Clerk Fee - Excess Revenue	\$ 940.54		\$
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$ 29.02		\$
Bond forfeitures (paid to city) - Excess Revenue	\$ 0.00		\$
<b>Total Excess Revenue</b>	\$ 6,053.56		\$
<b>Other Revenue (non-minor traffic and ordinance violations not subject to the excess revenue percentage limitation)</b>			\$
Fines - Other	\$ 5,698.81		\$
Clerk Fee - Other	\$ 538.93		\$
Judicial Education Fund (JEF) <input checked="" type="checkbox"/> Court does not retain funds for JEF	\$ 0.00		\$
Peace Officer Standard and Training (POST) Commission surcharge	\$ 369.87		\$
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$ 879.02		\$
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$ 16.62		\$
Law Enforcement Training (LET) Fund surcharge	\$ 0.00		\$
Domestic Violence Shelter surcharge	\$ 492.86		\$
Inmate Prisoner Detainee Security Fund surcharge	\$ 246.56		\$
Sheriff's Retirement Fund (SRF) surcharge	\$ 369.88		\$
Restitution	\$ 89.59		\$
Parking ticket revenue( <i>including penalties</i> )	\$ 0.00		\$
Bond forfeitures ( <i>paid to city</i> ) - Other	\$ 0.00		\$
<b>Total Other Revenue</b>	\$ 8,702.14	<b>Total Other Disbursements</b>	\$ 6.20-
<b>Other Disbursements:</b> Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs, witness fees, and board bill/jail costs.		<b>Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited</b>	\$ 14,749.50
E/R COLLECTION AGENCY FEE	\$ 6.20-	<b>Bond Refunds</b>	\$ 274.00
	\$	<b>Total Disbursements</b>	\$ 15,023.50

Office of State Courts Administrator, Statistics, 2112 Industrial Drive, P.O. Box 104480, Jefferson City, MO 65110

# MUNICIPAL DIVISION SUMMARY REPORTING FORM

Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity

<b>I. COURT INFORMATION</b>		Contact information same as last report <input type="checkbox"/>	
Municipality: <b>SIKESTON</b>		Reporting Period: <b>July, 2017</b>	
Mailing Address: <b>105 E. CENTER ST.</b>		Software Vendor: <b>Tyler Technologies</b>	
Physical Address: <b>105 E. CENTER ST.</b>		County <b>SCOTT COUNTY</b>	Circuit: <b>33RD</b>
Telephone Number: <b>(573) 475-3705</b>		Fax Number: <b>(573) 471-1526</b>	
Prepared By: <b>PAT COX</b>	E-mail Address <b>courtclerk@sikeston.org</b>		iNotes <input type="checkbox"/>
Municipal Judge(s): <b>FRANKLIN MARSHALL</b>		Prosecuting Attorney: <b>RYAN KYE LAWRENCE</b>	

  

<b>II. MONTHLY CASELOAD INFORMATION</b>	Alcohol & Drug related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations / informations) pending at start of month	126	1,760	3,102
B. Cases (citations / informations) filed	2	157	42
C. Cases (citations / informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)	0	0	0
2. court / bench trial - GUILTY	0	0	0
3. court / bench trial - NOT GUILTY	0	0	0
4. plea of GUILTY in court	0	14	13
5. Violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)	0	110	9
6. dismissed by court	0	10	4
7. nolle prosequi	0	6	2
8. certified for jury trial(not heard in the Municipal Division)	0	0	0
9. TOTAL CASE DISPOSITIONS	0	140	28
D. Cases (citations / informations) pending at end of month [pending caseload = (A + B) - C9]	128	1,777	3,116
E. Trial de Novo and / or appeal applications filed	0	0	0

  

<b>III. WARRANT INFORMATION (pre- &amp; post-disposition)</b>	<b>IV. PARKING TICKETS</b>
1. # Issued during reporting period	19
2. # Served/withdrawn during reporting period	15
3. # Outstanding at end of reporting period	162

  

	<input type="checkbox"/> Court staff does not process parking tickets
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Office of State Courts Administrator, Statistics, 2112 Industrial Drive, P.O. Box 104480, Jefferson City, MO 65110

OSCA Help Desk: 1-888-541-4894

Fax: 573-526-0338

E-mail: [MunicipalDivision.Reports@courts.mo.gov](mailto:MunicipalDivision.Reports@courts.mo.gov)

# MUNICIPAL DIVISION SUMMARY REPORTING FORM

<b>I. COURT INFORMATION</b>	Municipality: <b>SIKESTON</b>	Reporting Period: <b>July, 2017</b>
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<b>V. DISBURSEMENTS</b>			
<b>Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)</b>		<b>Other Disbursements cont.</b>	
Fines - Excess Revenue	\$	3,905.25	
Clerk Fee - Excess Revenue	\$	824.85	
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$	25.42	
Bond forfeitures (paid to city) - Excess Revenue	\$	150.00	
<b>Total Excess Revenue</b>	\$	4,905.52	
<b>Other Revenue (non-minor traffic and ordinance violations not subject to the excess revenue percentage limitation)</b>			
Fines - Other	\$	4,808.15	
Clerk Fee - Other	\$	544.45	
Judicial Education Fund (JEF) <input checked="" type="checkbox"/> Court does not retain funds for JEF	\$	0.00	
Peace Officer Standard and Training (POST) Commission surcharge	\$	342.26	
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$	813.55	
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$	16.78	
Law Enforcement Training (LET) Fund surcharge	\$	0.00	
Domestic Violence Shelter surcharge	\$	455.27	
Inmate Prisoner Detainee Security Fund surcharge	\$	228.18	
Sheriff's Retirement Fund (SRF) surcharge	\$	342.12	
Restitution	\$	161.02	
Parking ticket revenue (including penalties)	\$	0.00	
Bond forfeitures (paid to city) - Other	\$	0.00	
<b>Total Other Revenue</b>	\$	7,711.78	
<b>Other Disbursements:</b> Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs, witness fees, and board bill/jail costs.		<b>Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited</b>	
	\$		\$ 12,617.30
	\$	<b>Bond Refunds</b>	\$ 43.50
	\$	<b>Total Disbursements</b>	\$ 12,660.80

Office of State Courts Administrator, Statistics, 2112 Industrial Drive, P.O. Box 104480, Jefferson City, MO 65110

# August 2017

## Monthly Planner

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday																																																	
<div> <div>Jul 2017</div> <table> <tr><td>S</td><td>M</td><td>T</td><td>W</td><td>T</td><td>F</td><td>S</td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td>1</td></tr> <tr><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td></tr> <tr><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td></tr> <tr><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td></tr> <tr><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td></tr> <tr><td>30</td><td>31</td><td></td><td></td><td></td><td></td><td></td></tr> </table> </div>		S	M	T	W	T	F	S							1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31						1	2	3	4	5
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6	7 Library Board Meets 4:30 p.m.  Regular City Council Meeting 5:00 P.M.	8 BMU Commission Meets 4:00 p.m.  DED Board Meets 11:30 a.m.	9	10	11	12																																																	
13	14 Housing Authority Board Meets - Noon  Park Board Meets 5:15 p.m.	15	16	17	18	19																																																	
20	21 LCRAMeets 11:30 a.m.	22	23	24	25	26																																																	
27	28 Special City Council Meeting 11:30 a.m.	29	30	31	<div> <div>Sep 2017</div> <table> <tr><td>S</td><td>M</td><td>T</td><td>W</td><td>T</td><td>F</td><td>S</td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td>1 2</td></tr> <tr><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td></tr> <tr><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td></tr> <tr><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td></tr> <tr><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td></tr> </table> </div>		S	M	T	W	T	F	S							1 2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30							
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# September 2017

## Monthly Planner

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
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3	4 Labor Day - City Offices Closed  Library Board Meets 4:30 p.m.  Regular City Council Meeting 5:00 P.M.	5	6	7	8	9
10	11 Housing Authority Board Meets - Noon  Park Board Meets 5:15 p.m.	12 BMU Commission Meets 4:00 p.m.  DED Board Meets 11:30 a.m.	13	14	15	16
17	18 LCRA Meets 11:30 a.m.  Public Safety Meets 6:00 p.m.	19	20	21 Community Outreach Meeting 5:00 p.m.	22	23
24	25 Special City Council Meeting 11:30 a.m.	26 Tourism Advisory Board Meets 4:30 p.m.	27	28	29	30



# October 2017

## Monthly Planner

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday																																																																																				
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