

105 E. Center Street Sikeston, MO 63801 573-471-2512 www.Sikeston.org

#### SPECIAL CITY COUNCIL OPEN HOUSE SIKESTON CITY HALL 105 E. Center St.

Monday, October 3, 2016 4:00 P.M.

# RAIL TO TRAIL MASTER PLAN OPEN HOUSE

Dated this 28<sup>th</sup> day of September 2016

Carroll Couch, City Clerk

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



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## TENTATIVE AGENDA

SPECIAL CITY COUNCIL MEETING SIKESTON CITY HALL DED CONFERENCE ROOM 105 E. Center St.

> Monday, October 3, 2016 4:30 P.M.

## I. CALL TO ORDER

- II. <u>EXECUTIVE SESSION</u> Litigation (RSMo 610.021(1)) Personnel (RSMo 610.021(3))
- III. ADJOURNMENT

Dated this 27<sup>th</sup> day of September 2016

Carroll Couch, City Clerk

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



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## **TENTATIVE AGENDA**

REGULAR CITY COUNCIL MEETING SIKESTON CITY HALL

> Monday, October 3, 2016 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. Special Council Minutes
    - B. Regular Council Minutes
- September 12, 2016

September 12, 2016

August 8, 2016

September 27, 2016

- C. Special Council Minutes September 26, 2016
- VI. ACCEPTANCE OF BOARD AND COMMISSION MINUTES
  - A. Housing Authority BoardAugust 8, 2016B. Library BoardAugust 8, 2016
  - C. Park Board
  - D. Tourism Advisory Board
  - D. Tourism Advisory Board

VII. BOARDS & COMMISSIONS OATH OF OFFICE

- VIII. ITEMS OF BUSINESS
  - A. Authorize Execution of Collective Bargaining Agreement with IBEW Local 702, Representing Parks & Streets Division Skilled Workers
  - B. 2<sup>nd</sup> Reading & Consideration, Bill #6037, Award of Financing for Lease Purchase of Street Sweeper
  - C. Award Lease Purchase of Street Sweeper
  - D. Award of Bid 17-3, Backstop Replacement at Recreation Complex
  - E. Award of 2017 Domestic Violence Shelter Surcharge Funding
  - F. 1<sup>st</sup> Reading, Bill #6039, Authorizing Execution of Contract with Geograph Industries for Fabrication & Installation of Gateway Monument and Wayfinding Signage
  - G. Other Items As May Be Determined During the Course of the Meeting
- IX. ADJOURNMENT

Dated this 28<sup>th</sup> day of September 2016



# SEPTEMBER 12, 2016

#### CALL TO ORDER/RECORD OF ATTENDANCE

The special Sikeston City Council meeting of September 12, 2016 was called to order at 4:45 p.m., in the CD Matthews Room, located at 105 East Center, Sikeston. Present at the meeting were: Mayor Steven Burch and Councilmen Bob Depro, Karen Evans, Jon Gilmore, Ryan Merideth, Gerald Settles and Mary White-Ross. 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, and Director of Public Safety Drew Juden.

Mayor Burch called the meeting to order.

#### ADJOURNMENT INTO EXECUTIVE SESSION

Councilman Merideth moved to adjourn into executive session for the discussion of litigation and personnel [RSMO 610.021 (1 & 3)]. The motion was seconded by Councilman Gilmore and the following roll call vote recorded:

Depro <u>Aye</u>, Evans <u>Aye</u>, Gilmore <u>Aye</u>, Merideth <u>Aye</u>, Settles <u>Aye</u>, White-Ross <u>Aye</u>, and Burch <u>Aye</u>, thereby being passed.

No action was taken in executive session.

#### ADJOURNMENT OUT OF EXECUTIVE SESSION

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

Depro <u>Aye</u>, Evans <u>Aye</u>, Gilmore <u>Aye</u>, Merideth <u>Aye</u>, Settles <u>Aye</u>, White-Ross <u>Aye</u>, and Burch <u>Aye</u>, thereby being passed.

#### ADJOURNMENT

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

Depro <u>Aye</u>, Evans <u>Aye</u>, Gilmore <u>Aye</u>, Merideth <u>Aye</u>, Settles <u>Aye</u>, White-Ross <u>Aye</u>, and Burch <u>Aye</u>, thereby being passed.

APPROVED:

STEVEN BURCH, MAYOR

ATTEST:

CARROLL L. COUCH, CITY CLERK SEAL:

#### REGULAR CITY COUNCIL MEETING SEPTEMBER 12, 2016

The regular Sikeston City Council meeting of September 12, 2016 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 Bob Depro, Karen Evans, Jon Gilmore, Ryan Merideth, Gerald Settles, and Mary White-Ross. 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, Public Safety Director Drew Juden, Public Works Director Jay Lancaster, Park Supervisor Chris hart, Street Superintendent Brian Dial, Street Supervisor Darren Martin, Building Maintenance Supervisor Billy Smith, Airport Manager Lee Dunn, and Public Safety Captain James McMillen.

#### APPROVAL OF CITY COUNCIL MINUTES

City Council minutes of August 1, August 18, and August 29, 2016 were presented for approval. Councilman Depro moved to approve the minutes as presented. Councilman Evans seconded the motion and the following roll call vote was recorded:

Depro <u>Aye</u>, Evans <u>Aye</u>, Gilmore <u>Aye</u>, Merideth <u>Aye</u>, Settles <u>Aye</u>, White-Ross <u>Aye</u>, and Burch <u>Aye</u>, thereby being passed.

#### ACCEPTANCE OF BOARD AND COMMISSION MINUTES

Minutes from various board and commission meetings were presented to the City Council. Councilman Gilmore moved to approve the minutes as presented. The motion was seconded by Councilman Depro and voted as follows:

Depro <u>Ave</u>, Evans <u>Ave</u>, Gilmore <u>Ave</u>, Merideth <u>Ave</u>, Settles <u>Ave</u>, White-Ross <u>Ave</u>, and Burch <u>Ave</u>, thereby being passed.

#### ITEMS OF BUSINESS

#### Solid Waste Contract Discussions

The current solid waste contract is for a three year period and expires December 31, 2016. During the September 18, 2016 city council meeting, there was discussion regarding increased recycling opportunities for the City's residents. Since then, the City's current residential solid waste provider has expanded its existing recycling program.

Councilman Gilmore moved to extend Sonny's Solid Waste contract six months, to allow time to assess the residents' interest in the program. The motion was seconded by Councilman Depro and the following roll call vote recorded:

Depro <u>Aye</u>, Evans <u>Aye</u>, Gilmore <u>Aye</u>, Merideth <u>Aye</u>, Settles <u>Aye</u>, White-Ross <u>Aye</u>, and Burch <u>Aye</u>, thereby being passed.

#### Bill Number 6034, Rezoning Request

Councilman Merideth moved for the first reading of Bill Number 6034. The motion was seconded by Councilman Settles and the following vote recorded:

# Depro <u>Ave</u>, Evans <u>Ave</u>, Gilmore <u>Ave</u>, Merideth <u>Ave</u>, Settles <u>Ave</u>, White-Ross <u>Ave</u>, and Burch <u>Ave</u>, thereby being passed.

Counselor Leible presented the bill for reading. This bill as approved shall become Ordinance Number 6034 providing for the rezoning of a tract of land located at 631 North West Street from 'R-4' Duplex Dwelling to a 'R-5' Multi-Family, in the City of Sikeston, Scott County, Missouri.

<u>Bill Number 6033, Amending City Code Title III – Chapter 365 – Section 365.040 – Parking</u> Prohibited During Certain Times on Certain Streets (Schedule IV)

Councilman Merideth moved for the first reading of Bill Number 6033. The motion was seconded by Councilman Depro and the following vote recorded:

Depro <u>Aye</u>, Evans <u>Aye</u>, Gilmore <u>Aye</u>, Merideth <u>Aye</u>, Settles <u>Aye</u>, White-Ross <u>Aye</u>, and Burch <u>Ave</u>, thereby being passed.

Counselor Leible presented the bill for reading. This bill as approved shall become Emergency Ordinance Number 6033 and shall amend Title III, Chapter 365 of the Uniform Traffic Code establishing additional traffic control measures within the City of Sikeston, Missouri.

Councilman Depro moved for the second reading of Bill Number 6033. The motion was seconded by Councilman Merideth and the following vote recorded:

Depro <u>Aye</u>, Evans <u>Aye</u>, Gilmore <u>Aye</u>, Merideth <u>Aye</u>, Settles <u>Aye</u>, White-Ross <u>Aye</u>, and Burch <u>Aye</u>, thereby being passed.

Counselor Leible presented the bill for reading.

#### BILL Number 6033

#### **ORDINANCE** Number 6033

THIS BILL AS APPROVED SHALL BECOME EMERGENCY ORDINANCE NUMBER <u>6033</u> AND SHALL AMEND TITLE III, CHAPTER 365 OF THE UNIFORM TRAFFIC CODE ESTABLISHING ADDITIONAL TRAFFIC CONTROL MEASURES WITHIN THE CITY OF SIKESTON, MISSOURI.

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

<u>SECTION I:</u> This Ordinance shall be codified in the City Municipal Code.

<u>SECTION II:</u> The Traffic Committee did meet on August 25, 2016 and voted favorably to amend the uniform traffic code by placing no parking while school is in session signs on East Kathleen Street from the intersection of South Kingshighway Street at East Kathleen Street to the intersection of South New Madrid Street at East Kathleen Street, on both sides of the street.

<u>SECTION III</u>: <u>Title III – Chapter 365 – Section 365.030 – Parking Prohibited During Certain</u> <u>Times on Certain Streets (Schedule IV)</u>; shall be amended by including the following:

Name of Street	<u>From</u>	<u>To</u>	Side of Street
East Kathleen Street	S. Kingshighway St.	S. New Madrid St.	Both

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

<u>SECTION V:</u> <u>Severability:</u> 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.

<u>SECTION VI:</u> Emergency Clause. Due to the attempt to improve the safety for school children this matter is being presented as an emergency measure.

#### SECTION VII: Record of Passage:

- A. Bill Number 6033 was introduced and read the first time this 12th day of September, 2016.
- Bill Number 6033 was read the second time and discussed this 12<sup>th</sup> day of September, 2016. Councilman Gilmore moved to approve Bill Number 6033. The motion was seconded by Councilman Depro and the following roll call vote recorded:

#### Depro <u>Aye</u>, Evans <u>Aye</u>, Gilmore <u>Aye</u>, Merideth <u>Aye</u>, Settles <u>Aye</u>, White-Ross <u>Aye</u>, and Burch <u>Aye</u>, thereby being passed, becoming ordinance 6033.

C. Upon passage by a majority of the Council, this Bill shall become Ordinance 6033 and shall be in full force and effect.

#### Discussion of Downtown Restroom

Director Lancaster presented plans for the location of public bathrooms in the downtown area near the depot museum, just north of the caboose. Janice Matthews of 1 Cotton Trace spoke, representing the executive committee and officers of the Sikeston Depot. Historic Downtown Sikeston Director Lynn Lancaster of 813 Harvard also addressed the City Council.

Councilman Depro moved to table further discussions to the September 26 city council meeting. The motion was seconded by Councilman Merideth and the following vote recorded:

Depro <u>Aye</u>, Evans <u>Aye</u>, Gilmore <u>Aye</u>, Merideth <u>Aye</u>, Settles <u>Aye</u>, White-Ross <u>Aye</u>, and Burch <u>Aye</u>, thereby being passed.

#### Consideration of 2016 Boards and Commissions Appointments

Councilman Gilmore nominated Jessie Redd and Ron Galemore to their third terms, James Miller for reappointment as an alternate member and appointment of Ellen Brandom to a first term as an alternate on the Board of Adjustments. The nominations seconded by Councilwoman White-Ross and the following roll call vote recorded:

Depro <u>Aye</u>, Evans <u>Aye</u>, Gilmore <u>Aye</u>, Merideth <u>Aye</u>, Settles <u>Aye</u>, White-Ross <u>Aye</u>, and Burch <u>Aye</u>, thereby being passed.

Councilman Depro nominated Carl "Jack" Vincent, James Beaird and Ronald Galemore for reappointment and Larry "Wayne" Wheatley to a first term on the Board of Appeals. The nomination was seconded by Councilman Settles and the following roll call vote recorded:

Depro <u>Aye</u>, Evans <u>Aye</u>, Gilmore <u>Aye</u>, Harris <u>Aye</u>, Merideth <u>Aye</u>, Settles <u>Aye</u>, and Burch <u>Aye</u>, thereby being passed.

Councilman Settles nominated Brian Menz for reappointment to the Board of Municipal Utilities. The nomination was seconded by Councilman Merideth and the following vote recorded:

Depro <u>Aye</u>, Evans <u>Aye</u>, Gilmore <u>Aye</u>, Merideth <u>Aye</u>, Settles <u>Aye</u>, White-Ross <u>Aye</u>, and Burch <u>Aye</u>, thereby being passed.

Councilman Depro nominated David Hay to a third term and Kathy Teachout and John Leible to first terms on the Housing Authority Board. The nomination was seconded by Councilman Settles and the following roll call vote recorded:

Depro <u>Aye</u>, Evans <u>Aye</u>, Gilmore <u>Aye</u>, Merideth <u>Abstain</u>, Settles <u>Aye</u>, White-Ross <u>Aye</u>, and Burch <u>Aye</u>, thereby being passed.

Councilman Gilmore nominated Anna Warf and Steve McPheeters for reappointment to the Industrial Development Board. The nomination was seconded by Councilman Merideth and the following roll call vote recorded:

Depro <u>Aye</u>, Evans <u>Aye</u>, Gilmore <u>Aye</u>, Merideth <u>Aye</u>, Settles <u>Aye</u>, White-Ross <u>Aye</u>, and Burch <u>Aye</u>, thereby being passed.

Councilwoman White-Ross nominated Michael Harris for appointment to the LCRA Commission. The nomination was seconded by Councilman Gilmore and the following vote recorded:

Depro <u>Ave</u>, Evans <u>Ave</u>, Gilmore <u>Ave</u>, Merideth <u>Ave</u>, Settles <u>Ave</u>, White-Ross <u>Ave</u>, and Burch <u>Ave</u>, thereby being passed.

Councilman Merideth nominated Jeff Hay to a second term, Wade Hamra to a first full term and Marcie Lawson to a first term on the Park Board. The nominations were seconded by Councilman Gilmore and the following vote recorded:

Depro <u>Aye</u>, Evans <u>Aye</u>, Gilmore <u>Aye</u>, Merideth <u>Aye</u>, Settles <u>Aye</u>, White-Ross <u>Aye</u>, and Burch <u>Aye</u>, thereby being passed.

Councilman Evans nominated James Miller for reappointment to the Planning and Zoning Board. The nomination was seconded by Councilman Settles. Councilman White-Ross nominated Missy Marshall to a first term on the Planning and Zoning Commission. Councilman Gilmore seconded the nomination. Councilman Depro nominated Dan Sutton to a first term on the Planning and Zoning Board. The nomination was seconded by Councilman Settles. The following roll call vote was recorded:

Depro <u>Aye</u>, Evans <u>Aye</u>, Gilmore <u>Aye</u>, Merideth <u>Aye</u>, Settles <u>Aye</u>, White-Ross <u>Aye</u>, and Burch <u>Aye</u>, thereby being passed.

Councilman Depro nominated Ned Matthews, Nathan Cox, and Gordon Jones for reappointment to the DPS Advisory Board. The nomination was seconded by Councilman Merideth and the following roll call vote recorded:

Depro <u>Aye</u>, Evans <u>Aye</u>, Gilmore <u>Aye</u>, Merideth <u>Aye</u>, Settles <u>Aye</u>, White-Ross <u>Aye</u>, and Burch <u>Aye</u>, thereby being passed.

Councilman Depro nominated Dan Marshall, James Crow, and Jim Burden for reappointment and Mike Ziegenhorn for a first term to the Rental Ordinance Appeals Board. The nomination was seconded by Councilman Merideth and the following roll call vote recorded:

Depro <u>Aye</u>, Evans <u>Aye</u>, Gilmore <u>Aye</u>, Merideth <u>Aye</u>, Settles <u>Aye</u>, White-Ross <u>Aye</u>, and Burch <u>Aye</u>, thereby being passed.

Councilman Merideth nominated Steve McPheeters for reappointment to the Strategic Plan Implementation Commission. The nomination was seconded by Councilman Evans and the following roll call vote recorded:

Depro <u>Aye</u>, Evans <u>Aye</u>, Gilmore <u>Aye</u>, Merideth <u>Aye</u>, Settles <u>Aye</u>, White-Ross <u>Aye</u>, and Burch <u>Aye</u>, thereby being passed.

Councilman Gilmore nominated Rick LaPlant to a third term and Matt Drake to a first term on the Tax Increment Finance Commission. The nomination was seconded by Councilman Merideth and the following roll call vote recorded:

Depro <u>Aye</u>, Evans <u>Aye</u>, Gilmore <u>Aye</u>, Merideth <u>Aye</u>, Settles <u>Aye</u>, White-Ross <u>Aye</u>, and Burch <u>Aye</u>, thereby being passed.

Councilman Depro nominated Mike Ziegenhorn for reappointment and C. Robert Scott to a first term on the Traffic Committee. The motion was seconded by Councilman Settles and the following roll call vote recorded:

Depro <u>Ave</u>, Evans <u>Ave</u>, Gilmore <u>Ave</u>, Merideth <u>Ave</u>, Settles <u>Ave</u>, White-Ross <u>Ave</u>, and Burch <u>Ave</u>, thereby being passed.

Councilman Depro nominated Debra Ross for reappointment and Jodi Glidewell, Michael Harris, and Sarah Mitchell Garner to first terms to the SEMO University-Sikeston Campus Advisory Council. The motion was seconded by Councilman Gilmore and the following roll call vote recorded:

Depro <u>Aye</u>, Evans <u>Aye</u>, Gilmore <u>Aye</u>, Merideth <u>Aye</u>, Settles <u>Aye</u>, White-Ross <u>Aye</u>, and Burch <u>Aye</u>, thereby being passed.

#### Authorization to Finalize Contract Negotiations, Gateway Monument and Wayfinding Signage Project

Director Lowes reviewed the bids received for the fabrication and installation of 27 wayfinding signs and 3 gateway monuments. All signage materials, fabrication and installation must meet federal and state highway standards. Additionally, all work will be performed at prevailing wage.

Councilman Depro moved to proceed with contract negotiations with Geographic Industries for fabrication and installation of Sikeston's gateway monument and wayfinding signage project in the amount of \$267,100. The motion was seconded by Councilman Merideth and the following roll call vote recorded:

Depro <u>Aye</u>, Evans <u>Aye</u>, Gilmore <u>Aye</u>, Merideth <u>Aye</u>, Settles <u>Aye</u>, White-Ross <u>Aye</u>, and Burch <u>Aye</u>, thereby being passed.

Bill Number 6021, Amending City Code Title III – Chapter 365 - Section 365.043 – Parking Prohibited at all Times on Certain Streets

Councilman Merideth moved for the first reading of Bill Number 6021. The motion was second by Councilman Settles and the following vote recorded:

Depro <u>Aye</u>, Evans <u>Aye</u>, Gilmore <u>Aye</u>, Merideth <u>Aye</u>, Settles <u>Aye</u>, White-Ross <u>Aye</u>, and Burch <u>Aye</u>, thereby being passed.

Counselor Leible presented the bill for reading. This bill as approved shall become Ordinance Number 6021 and shall amend Title III, Chapter 365 of the Uniform Traffic Code establishing additional traffic control measures within the City of Sikeston, Missouri.

#### Bill Number 6030, Amending City Code Chapter 345, Pedestrians' Rights and Duties

Councilman Depro moved for the second reading of Bill Number 6030. The motion was seconded by Councilman Merideth and the following vote recorded:

Depro <u>Aye</u>, Evans <u>Aye</u>, Gilmore <u>Aye</u>, Merideth <u>Aye</u>, Settles <u>Aye</u>, White-Ross <u>Aye</u>, and Burch <u>Aye</u>, thereby being passed.

Counselor Leible presented the bill for reading.

BILL NUMBER 6030

#### ORDINANCE NUMBER 6030

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6030 AND SHALL AMEND TITLE III, CHAPTER 345, SECTION 130, SOLICITATION UPON MOTOR VEHICLE THOROUGHFARES, TO CLARIFY PROHIBITED ACTS WITHIN THE CITY OF SIKESTON, MISSOURI

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

<u>SECTION I</u>: This ordinance shall be codified in the City Municipal Code, Chapter 345.130.

<u>SECTION II</u>: Chapter 345, Section 130, Solicitation upon Motor Vehicle Thoroughfares, is hereby amended to read as follows:

#### "Section 345.130 Solicitation Upon Motor Vehicle Thoroughfares.

A. *Definitions.* For the purpose of this Section, the following words as set out in this Section shall have the following meanings:

<u>PERSON</u> - Any person, firm, partnership, corporation (profit or not-for-profit), religious affiliations, civic organizations or any associations whatsoever.

<u>PUBLIC MOTOR VEHICLE THOROUGHFARE</u> - Any alley, street, boulevard, road, avenue or highway upon which motor vehicle traffic is allowed to progress in this City.

SOLICIT - Includes any one (1) or more of the following activities:

- 1. Seeking to obtain orders for the purchase of goods, wares, merchandise, foodstuffs, services of any kind, character or description whatever or any kind of consideration whatever;
- 2. Seeking to obtain prospective customers for application or purchase of insurance of any type, kind or character;
- 3. Seeking to obtain subscriptions to books, magazines, periodicals, newspapers and every other type or kind of publication; or
- 4. Seeking to obtain gifts or contributions of money, clothing or any other valuable thing for the support or benefit of any person, individual, charitable or non-profit association, organization, corporation or project.
- B. Unlawful Act. It is unlawful for any person in or upon public motor vehicle thoroughfares in the City of Sikeston to solicit from any other person. "

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

<u>SECTION IV</u>: 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.

<u>SECTION V</u>: Record of Passage:

- A. Bill Number 6030 was introduced and read the first time this 29<sup>th</sup> day of August, 2016.
- B. Bill Number 6030 was read the second time and discussed on this 12th day of September 2016. Councilman Depro moved to approve Bill Number 6030. The motion was seconded by Councilman Settles, discussed, and voted as follows:

Depro <u>Aye</u>, Evans <u>Aye</u>, Gilmore <u>Aye</u>, Merideth <u>Aye</u>, Settles <u>Aye</u>, White-Ross <u>Aye</u>, and Burch <u>Aye</u>, thereby being passed, and becoming Ordinance Number 6030.

C. Ordinance 6030 shall be in full force and effect from and after October 13, 2016.

Bill Number 6032, Authorization for the Mayor to Sign a Contract with Missouri Highways and Transportation Commission.

Councilman Gilmore moved for the second reading of Bill Number 6032. The motion was seconded by Councilman Settles and the following vote recorded:

Depro <u>Aye</u>, Evans <u>Aye</u>, Gilmore <u>Aye</u>, Merideth <u>Aye</u>, Settles <u>Aye</u>, White-Ross <u>Aye</u>, and Burch <u>Aye</u>, thereby being passed.

Counselor Leible presented the bill for reading.

Bill No. 6032

Ordinance No. 6032

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6032 AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF SIKESTON, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION PROVIDING FOR THE INSTALLATION OF UNINTERRUPTED POWER SUPPLY UNITS (HEREINAFTER "UPS), AT TRAFFIC SIGNALS IN THE CITY.

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

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

<u>SECTION I:</u> This Ordinance shall not be codified in the City Municipal Code.

<u>SECTION II:</u> That the Agreement set forth on "Exhibit A" set forth the various responsibilities and liabilities of the parties regarding the installation of UPS.

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

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

<u>SECTION V:</u> 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.

<u>SECTION VI</u>: Record of Passage:

- A. Bill Number 6032 was introduced to Council and read the first time this 29<sup>th</sup> day of August 2016.
- B. Bill Number 6032 was read the second time this 12<sup>th</sup> day of September 2016. Councilman Settles moved to approve Bill Number 6032. The motion was seconded by Councilman Depro, discussed and the following roll call vote recorded:

Depro <u>Aye</u>, Evans <u>Aye</u>, Gilmore <u>Aye</u>, Merideth <u>Aye</u>, Settles <u>Aye</u>, White-Ross <u>Aye</u>, and Burch <u>Aye</u>, thereby being passed, becoming Ordinance 6032.

C. Ordinance 6032 shall be in full force and effect October 29, 2016.

#### **ADJOURNMENT**

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

Depro <u>Aye</u>, Evans <u>Aye</u>, Gilmore <u>Aye</u>, Merideth <u>Aye</u>, Settles <u>Aye</u>, White-Ross <u>Aye</u>, and Burch <u>Aye</u>, thereby being passed.

APPROVED:

ATTEST:

STEVEN BURCH, MAYOR

CARROLL L. COUCH, CITY CLERK

SEAL:

# SEPTEMBER 26, 2016

#### CALL TO ORDER/RECORD OF ATTENDANCE

The special Sikeston City Council meeting of September 26, 2016 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 Pro Tem Jon Gilmore and Councilmen Bob Depro, Karen Evans, Ryan Merideth, and Mary White-Ross. Mayor Burch was 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, and Public Safety Captain Mike Williams.

#### BOARDS AND COMMISSIONS OATH OF OFFICE

City Clerk Couch administered the oath of office to various board and commission members.

#### **ITEMS OF BUSINESS**

#### Emergency Bill Number 6037, Award of Financing for Lease Purchase of Street Sweeper

Councilman Depro moved for the first reading of Bill Number 6037. The motion was seconded by Councilman Merideth and the following vote recorded:

Depro <u>Aye</u>, Evans <u>Aye</u>, Gilmore <u>Aye</u>, Merideth <u>Aye</u>, Settles <u>Aye</u>, and White-Ross <u>Aye</u>, thereby being passed.

Counselor Leible presented Bill Number 6037 for reading, an emergency ordinance approving the selection of a bank for financing the acquisition of a new street sweeper, authorizing the City of Sikeston, Missouri to enter into an equipment lease purchase agreement in connection therewith, and authorizing certain other documents and actions in connection with the financing.

City Clerk reported receiving six proposals. The lowest and best bid was from U.S. Bancorp with a rate of 1.69%.

<u>Second Reading of Bill Number 6021, Amending City Code Title III – Chapter 365 – Section</u> 365.043 – Parking Prohibited at all Times on Certain Streets (Schedule IV)

Councilman Merideth moved for the second reading of Bill Number 6021. The motion was seconded by Councilman Evans and the following vote recorded:

Depro <u>Aye</u>, Evans <u>Aye</u>, Gilmore <u>Aye</u>, Merideth <u>Aye</u>, Settles <u>Aye</u>, and White-Ross <u>Aye</u>, thereby being passed.

Counselor Leible presented the bill for reading.

BILL Number 6021

ORDINANCE Number 6021

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6021 AND SHALL AMEND TITLE III, CHAPTER 365 OF THE UNIFORM TRAFFIC CODE ESTABLISHING

ADDITIONAL TRAFFIC CONTROL MEASURES WITHIN THE CITY OF SIKESTON, MISSOURI.

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

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

<u>SECTION II</u>: The Traffic Committee did meet on August 25, 2016 and voted not to recommend the request to amend the uniform traffic code by placing no parking signs on Edward Avenue between Malone Avenue and Garwood Avenue, on both sides of the street. <u>SECTION III</u>: <u>Title III – Chapter 365 – Section 365.030 – Parking Prohibited at all Times on</u> <u>Certain Streets (Schedule IV)</u>; shall be amended by including the following:

Name of Street	From	То	Side of Street
Edward Avenue	Malone Avenue	Garwood Avenue	Both

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

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

SECTION VI: Record of Passage:

- A. Bill Number 6021 was introduced and read the first time this 12<sup>th</sup> day of September, 2016.
- B. Bill Number 6021 was read the second time this 26<sup>th</sup> day of September, 2016. Councilman Settles moved to approve Bill Number 6021. The motion was seconded by Councilman Merideth, discussed, and the following roll call vote recorded:

Depro <u>Aye</u>, Evans <u>Aye</u>, Gilmore <u>Aye</u>, Merideth <u>Aye</u>, Settles <u>Aye</u>, and White-Ross <u>Aye</u>, thereby being passed, and becoming ordinance 6021.

C. Ordinance 6021 shall be in full force and effect from and after Thursday, October 27, 2016.

#### Bill Number 6034, Rezoning Request

Councilwoman White-Ross moved for the second reading of Bill Number 6034. The motion was seconded by Councilman Merideth and the following vote recorded:

Depro <u>Aye</u>, Evans <u>Aye</u>, Gilmore <u>Aye</u>, Merideth <u>Aye</u>, Settles <u>Aye</u>, and White-Ross <u>Aye</u>, thereby being passed.

Counselor Leible presented the bill for reading.

#### BILL NUMBER 6034

#### **ORDINANCE NUMBER 6034**

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6034 PROVIDING FOR THE REZONING A TRACT OF LAND LOCATED AT 631 NORTH WEST STREET FROM 'R-4' DUPLEX DWELLING TO 'R-5' MULTI-FAMILY, IN THE CITY OF SIKESTON, SCOTT COUNTY, MISSOURI.

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

<u>SECTION I:</u> This Ordinance shall not be codified in the City Municipal Code.

<u>SECTION II:</u> The Planning and Zoning Commission met on August 9, 2016 and voted not to recommend the rezoning of a tract of land located at 631 North West Street from 'R-4' Duplex Dwelling to 'R-5' Multi-Family, in the City of Sikeston, Scott County, Missouri.

<u>SECTION III</u>: The above tract of land is hereby rezoned from "R-4" Duplex Dwelling to "R-5" Multi-Family

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

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

SECTION VI: Record of Passage

- A. Bill Number 6034 was introduced and read the first time this 12th day of September 2016.
- B. Bill Number 6034 was read the second time and discussed this 26th day of September 2016. The Mayor Pro Tem requested a motion for approval of Bill Number 6034. Bill Number 6034 died for lack of a motion for approval.

#### Boards and Commissions Appointments

During the September 12 meeting, an error was found in TIF Commission member attendance. Matt Marshall attended all 3 of the Commission's meetings. Councilman Depro nominated Matt Marshall to a third term on the TIF Commission. The nomination was seconded by Councilman Settles and the following roll call vote recorded:

> Depro <u>Aye</u>, Evans <u>Aye</u>, Gilmore <u>Aye</u>, Merideth <u>Aye</u>, Settles <u>Aye</u>, and White-Ross <u>Aye</u>, thereby being passed.

Councilman Evans nominated Holly Greene to a first term on the SEMO University-Sikeston Campus Advisory Council. The nomination was seconded by Councilman Depro and the following roll call vote recorded:

Depro <u>Aye</u>, Evans <u>Aye</u>, Gilmore <u>Aye</u>, Merideth <u>Aye</u>, Settles <u>Aye</u>, and White-Ross <u>Aye</u>, thereby being passed.

#### ADJOURNMENT INTO EXECUTIVE SESSION

Councilman Merideth moved to adjourn into executive session for the discussion of property [RSMO 610.021 (2)]. The motion was seconded by Councilman Depro and the following roll call vote recorded:

Depro <u>Aye</u>, Evans <u>Aye</u>, Gilmore <u>Aye</u>, Merideth <u>Aye</u>, Settles <u>Aye</u>, and White-Ross <u>Aye</u>, thereby being passed.

Mayor Pro-Tem Gilmore called the executive session to order. Present were: Mayor Pro Tem Jon Gilmore and Councilmen Bob Depro, Karen Evans, Ryan Merideth, Gerald Settles and Mary White-Ross. Staff in attendance were: City Counselor Chuck Leible, City Clerk Carroll Couch, City Treasurer Karen Bailey, Governmental Services Director Linda Lowes, Public Safety Captain Mike Williams, and Public Works Director Jay Lancaster.

No action was taken in executive session.

#### ADJOURNMENT OUT OF EXECUTIVE SESSION

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

Depro <u>Aye</u>, Evans <u>Aye</u>, Gilmore <u>Aye</u>, Merideth <u>Aye</u>, Settles <u>Aye</u>, and White-Ross <u>Aye</u>, thereby being passed.

#### ADJOURNMENT

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

> Depro <u>Aye</u>, Evans <u>Aye</u>, Gilmore <u>Aye</u>, Merideth <u>Aye</u>, Settles <u>Aye</u>, and White-Ross <u>Aye</u>, thereby being passed.

> > APPROVED:

ATTEST:

STEVEN BURCH, MAYOR

CARROLL L. COUCH, CITY CLERK

SEAL:

#### MINUTES OF THE REGULAR MEETING

#### HOUSING AUTHORITY OF THE

#### **CITY OF SIKESTON, MISSOURI**

#### HELD ON THE EIGHT DAY OF AUGUST 2016

On the Eight Day of August, at 12:00 Noon, the Board of Commissioners of the Housing Authority of the City of Sikeston, Missouri met in 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, Commissioner Michele Knickman, and Commissioner Alice Tharp
Absent:	Vice-Chairman Larry Tetley, and Commissioner David Hay
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 July 11, 2016 were presented and upon a motion duly made by Commissioner Alice Tharp, and seconded by Commissioner Michele Knickman, and unanimously carried, the Minutes were approved as presented.

Thereupon the following bills were presented for payment:

Aramark	143.40	Model Lawns	913.50
AT&T	367.09	Moll Printing	312.04
Beaver Janitor Supply	101.60	Raben Tire	38.00
Board of Municipal Utilities	19,018.57	RAM Housing Specialist	256.00
Charter Communications	144.80	Service Master Commercial	330.00
C&K Building Supply	221.17	Slusher	88.44
Decota Electric	105.00	Sonny's Solid Waste	2,700.00
Greenway Equipment	91.97	Tri-County Transfer	1,155.00
Liberty Utilities	3,749.56	Ultimate Flooring	78.00
Lowes	49.26		
Meyer Supply	73.87	Total for July	\$30,348.03
Mid-South Office Supply	410.76		

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

The Capital Fund report and requisitions for the period ending July 2016 were presented. The requisitions included \$2,400.00 to Dunker Consultants (501-15) and \$28,069.00 to Ryan Excavation (501-16). Motion duly made by Commissioner Michele Knickman, to pay requisitions for a grand total of \$30,469.00, seconded by Commissioner Alice Tharp. Motion carried unanimously.

The following Resolution No. 689 was introduced for consideration:

#### **RESOLUTION NO. 689**

#### A RESOLUTION TO AMEND THE PERSONNEL POLICY

Commissioner Michele Knickman, duly made the motion to adopt Resolution No. 689, seconded by Commissioner Alice Tharp, and upon roll call the "Ayes" and "Nays" were as follows:

Ayes: Chairman Mike Jensen, Commissioner Michele Knickman, and Commissioner Alice Tharp

Nays: None

Resolution No. 689 was declared adopted by Chairman Mike Jensen.

The following bids were received for two printers and two desktop computers:

Company	Bids	
Computer Smarts Mobile, LLC	2 HP LaserJet Pro M402dw 2 Dell OptiPlex 340 Small Form Factor	\$ 598.00 \$1,198.00

Based on a recommendation of the Executive Director the Commissioners accepted the bid for 2 printers.

Motion duly made by Commissioner Michele Knickman to accept the bid from Computer Smarts Mobile of \$598 for two printers. Motion seconded by Commissioner Alice Tharp. Motion passed unanimously.

The Commissioners were informed that the employee health insurance premium will increase 9% beginning October 1, 2016. The price will be locked in for 15 months. The Commissioners were reminded there was no increase in premium at the last renewal date in 2015.

The Commissioners reviewed the Financial Statements through the second quarter of FY 2016.

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

Mike Jensen, Chairman

Bobby K. Henry, Secretary

#### **RESOLUTION NO. 689**

#### A RESOLUTION TO AMEND THE PERSONNEL POLICY

**WHEREAS,** The Housing Authority of the City of Sikeston, Missouri is a Public Housing Authority (PHA) duly organized and operating as a municipal corporation under the Missouri Revised Statutes, Chapter 99.010 – 99.230; and,

**WHEREAS,** it is deemed necessary and appropriate to establish and/or amend policies and procedures from time to time 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, MISSOURI AS FOLLOWS:

The section on Employee Tardiness shall be amended in the Manual of Personnel Policy and Procedures of the Housing Authority of the City of Sikeston, Missouri (SHA). With copy of amendment placed in the Manual of Personnel Policy and Procedures.

Adopted this 8<sup>th</sup> Day of August 2016

Mike Jensen, Chairman

Bobby K. Henry, Secretary

## Board of Trustees Meeting Monday, August 8, 2016 4:30pm

The Board of Trustees of Sikeston Public Library met on Monday, August 8 at 4:30 pm. Present were Dr. Bohannon, Mrs. Boardman, Mrs. Brown, Mrs. Chitwood, Mr. Colwick, Mrs. Lawson, Mr. Leible, Mr. Polivick, Ms. Thompson, Mrs. Tangeman, Director and Mr. Eifert, Assistant Director. Mrs. Tetley was absent.

#### **MINUTES**

The minutes of the July meeting were amended to reflect that Mr. Polivick, Mrs. Lawson, and Mrs. Boardman were present. Mrs. Chitwood made a motion to accept the minutes from the July meeting. Dr. Bohannon seconded and the motion carried.

#### PETTY CASH

**Dr. Bohannon made a motion to accept the Petty Cash Report for July 2016.** Mrs. Lawson seconded and the motion carried.

#### BILLS

Mrs. Brown made a motion to accept the Bills for July 2016 as presented. Mrs. Chitwood seconded and the motion carried.

**CITY FINANCIAL STATEMENT-The City Financial Statement for June was** reviewed. This report reflects all activity through the end of the fiscal year.

#### **COMMITTEES**

FINANCE—Mrs. Tangeman asked the board to consider a policy change regarding who can sign financial statements in the absence of the board treasurer. Mrs. Lawson suggested wording such a change so that a member of the finance committee could sign in the absence of the treasurer. Mr. Polivick will look into the procedures for amending library bylaws.

PERSONNEL—No report was presented.

**OPERATIONS**—A bid for repair and replacement of drywall throughout the building was received from Tim Martin, who bid \$3,440 to repair drywall in the McAmis Room, the men's restroom, and the director's office. Property insurance is paying for repairs to the McAmis Room, where damage was caused from a leaking roof. Mrs. Chitwood moved to accept the bid from Mr. Martin. Mr. Leible seconded the motion, which passed.

#### LIBRARIAN REPORT

- We hope to have a final report on Summer Reading Program numbers to present at the September board meeting. We received a \$1,000 donation from Wal-Mart to purchase supplies and prizes for the young adult Summer Reading Program.
- The Missouri State Library has notified us that we have to have a tax levy hearing prior to September 1. We can either publish a notice once in the newspaper, or post in three public places. A time for the tax rate hearing was set for 4:30 p.m. on Monday, August 22, in the McAmis Community Room at the library.
- Children's librarian Ann Thompson requested that the board grant her an additional week of vacation in lieu of the raise previously granted. Dr. Bohannon moved to grant her request. The motion was seconded by Mrs. Lawson and passed.

#### OTHER

In accordance with Policy 613, the board discussed granting paid leave to Mrs. Tangeman upon her retirement, based on her salary at the time of her retirement. Mrs. Thompson moved to increase Mrs. Tangeman's salary to \$1,500 per week, for the pay period beginning August 21, 2016. Mrs. Boardman seconded the motion, which passed.

#### ADJOURNMENT

Dr. Bohannon made a motion to adjourn. Mrs. Brown seconded and the motion carried. The meeting adjourned at 4:55 pm.

#### SIKESTON PARK BOARD MEETING

#### August 8, 2016

#### The Clinton Building

#### 5:15 p.m.

The Sikeston Park Board met at 5:15 p.m. Monday, August 8, 2016 at the Clinton Building. Members present were Ellen Brandom, Susanne Chitwood, Jason Davis, Karen Evans, Wade Hamra, Jeff Hay, Brian Self, and Jared Straton. Members absent were Rod Anderson and Jackie Cowan.

Staff member present was Dustin Care, Director of Parks and Recreation.

No media representatives were present.

#### **MINUTES**

Chitwood moved for the approval of the May 9, 2016 Park Board minutes. Self seconded.

Roll call:			
Brandom	- Yes	Hamra	- Yes
Chitwood	- Yes	Hay	- Yes
Davis	- Yes	Self	- Yes
		Sraton	- Yes

## **OLD BUSINESS**

• None

#### NEW BUSINESS

• None

## **COMMUNICATIONS FROM THE CHAIRMAN AND PARK BOARD**

- Jason Davis reported a bank of lights on Field #3 at the Complex weren't working
- Jeff Hay discussed naming the Sikeston Youth Soccer Tournament the "Phil Black Memorial Soccer Tournament"

## **COMMUNICATIONS FROM STAFF**

- Care discussed the new procedure for Clinton Building rentals and park shelter reservations.
- Care gave an overview/recap of the Fishing Derby, Corporate Games, and the Honors Board Ceremony.

- Care discussed the new approved Parks Budget for FY17 and also updated the Park Board of all upcoming projects and improvements the Park Department will be doing over the course of the calendar year.
- Care gave a brief update to the Park Board about the current Rail to Trail Master Plan.
- Care briefed the Park Board about Morgan Strebler wanting to do a show to raise funds for the Parks and Recreation Department.
- Care provided the status of the VFW RFP and explained where the city and the non-profit group were in the process and provided background information.
- Care previewed the new Parks and Recreation Logo that will be implemented in the near future.
- Care briefed the Park Board on the 2016 VISION Sikeston Leadership class' service project which is installing a Dog Park at the Complex..

## **ADJOURNMENT**

Following a motion by Self and a second by Davis, the meeting was unanimously adjourned.

Chairman



# TOURISM ADVISORY BOARD MINUTES MEETING OF TUESDAY, SEPTEMBER 27, 2016

The Sikeston Convention & Visitors Bureau Tourism Advisory Board meeting convened Tuesday, September 27, 2016 in the CD Matthews Room of Sikeston City Hall, 105 E. Center Street, Sikeston, Missouri. Those attending were: Chairman Ryan Merideth, Jon Gilmore, Susanne Chitwood; Ex-Officio Members Kathy Medley, Dustin Care; and CVB Director Linda Lowes.

With no quorum present, the group reviewed the FY-17 financial and operations reports.

The next board meeting will be held at 4:30 PM, November 29, 2016 in the C.D. Matthews Room of City Hall.

There being no further business, the meeting was adjourned.

Approved and accepted this date:

Ryan Merideth, Chairman

November 29, 2016

# City of Sikeston, MO

# **Council Letter**

Date of Meeting: October 3, 2016

Originating Department: City Manager

To the Mayor and City Council:

Subject: Collective Bargaining Agreement with IBEW Local 702

## Attachment(s):

1. Collective Bargaining Agreement

#### Action Options:

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

## Background:

On October 26, 2015, the City Council approved recognition of skilled workers in the Parks and Streets Divisions as a collective bargaining unit, and recognition of IBEW Local 702 as the collective bargaining agent for that group. Since that time, the city and the IBEW have been meeting to negotiate a collective bargaining agreement, which is attached to this council letter. 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.

# AGREEMENT

Between

City of Sikeston, MISSOURI

(EMPLOYER)



And

International Brotherhood of Electrical Workers Local Union No. 702

(Streets & Parks Departments)



Effective

July 25<sup>th</sup>, 2016 to and including June 30<sup>th</sup>, 2017

# City of Sikeston, Missouri Streets & Parks Department INDEX

PREAMBLE
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ARTICLE XII ~ Duration of Agreement

#### <u>AGREEMENT</u>

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 25, 2016.

This Agreement shall become effective when properly executed by the parties, and shall remain in full force and effect until and including June 30, 2017. 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.

#### <u>Section 1.05</u> – 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.

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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.

## <u>ARTICLE IV</u> 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.

#### **ARTICLE VIII**

#### **GENERAL RULES AND WORK CONDITITIONS**

#### 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

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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.
  - 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
- 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 reconcilement 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)\*

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

- (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:
  - 1. Clearly marked police and fire vehicles are exempt provided the vehicle is clearly marked as a police or fire vehicle.
  - 2. 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.)
  - 3. 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. <u>It is the employee's responsibility to keep records.</u>

# 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:

- 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.
  - 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:

- 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.
- 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 nonessential 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. 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;
  - 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;
  - 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.
- (a) 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:
  - 1. records documenting on-the-job injuries:
    - a. accident report(s);
    - b. 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.
  - 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.

# <u>Section 8.17</u> – 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.

# 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.

# 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.

This Article is subject to being reopened by either party via written notice delivered between October 1, 2016 and October 15, 2016 to allow the parties to address new proposals related to health insurance.

# 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. 5989 Table II-A FY2016 Compensation and Benefits – General Services Employees. This compensation includes both compensation increases and merit eligibility.

They will receive the same increase for July 1, 2016 through June 30, 2017 that is received by other City Hall employees (with the exception of public safety employees).

### 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, 2017, 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.

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

Date \_\_\_\_\_

BY:	
Steve Hughart, Business Manager	

Date \_\_\_\_\_

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

Date \_\_\_\_\_

# **City of Sikeston**

# **Council Letter**

Date of Meeting: 16-10-03

Originating Department: Administrative Services

To the Mayor and City Council:

Subject: 2<sup>nd</sup> Reading & Consideration, Bill # 6037, Approval of Street Sweeper Financing

Attachments:

- 1. Bill #6037
- 2. U.S. Bancorp Proposal

Action Options:

- 1. Approve Bill #6037
- 2. Other Action Council may deem appropriate

Background:

Financing bids for the lease-purchase of a new street sweeper for \$204,500 on the State

Contract were opened Monday, September 19, 2016, with the following results;

U.S. Bancorp	1.69%
1 <sup>st</sup> State Community Bank	1.89%
Southern Bank	2.24%
First Midwest Bank	2.73%
1 <sup>st</sup> State Bank and Trust	3.0%
Focus Bank	3.24%

Staff asks for Council's approval to award financing of the street sweeper to U.S. Bancorp.

#### AN EMERGENCY ORDINANCE APPROVING THE SELECTION OF A BANK FOR FINANCING THE ACQUISITION OF A NEW STREET SWEEPER, AUTHORIZING THE CITY OF SIKESTON, MISSOURI TO ENTER INTO AN EQUIPMENT LEASE PURCHASE AGREEMENT IN CONNECTION THEREWITH, AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION WITH THE FINANCING

WHEREAS, the City Council of the City of Sikeston, Missouri (the "City") has previously solicited proposals from qualified banks and financial institutions in connection with the proposed financing of the acquisition of a new street sweeper (the "Equipment"), and in response U.S. Bancorp Government Leasing and Finance, Inc. (the "Lessor") has submitted its proposal for the financing of the acquisition of the Equipment (the "Proposal"), a copy of which is incorporated by reference in this Ordinance and attached hereto as **Exhibit A**; and

**WHEREAS,** to facilitate the acquisition of the Equipment and to pay the cost thereof, it is necessary and desirable for the City to enter into an Equipment Lease Purchase Agreement (the "Lease") with the Lessor, pursuant to which the City will lease the Equipment from the Lessor with an option to purchase;

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

**Section 1.** Acceptance of Proposal. The Proposal is hereby accepted and U.S. Bancorp Government Leasing and Finance, Inc. is hereby selected to finance the acquisition of the Equipment in accordance with and subject to the terms of the Proposal.

**Section 2.** Approval of the Lease. The City is hereby authorized to enter into the Lease with the Lessor, which Lease shall be in substantially the form presented to the City Council at this meeting, a copy of which is attached hereto as **Exhibit B**, with such changes therein as shall be approved by the officials of the City executing such document, such officials' signatures thereon being conclusive evidence of their approval thereof.

**Section 3.** Approval of the Escrow Agreement. The City is hereby authorized to enter into the Escrow Agreement (the "Escrow Agreement") among the City, the Lessor and U.S. Bank National Association, as escrow agent, which Escrow Agreement shall be in substantially the form presented to the City Council at this meeting, a copy of which is attached hereto as **Exhibit C**, with such changes therein as shall be approved by the officials of the City executing such document, such officials' signatures thereon being conclusive evidence of their approval thereof.

**Section 4. Execution of Documents**. The Mayor, the City Clerk, the City Manager and other appropriate officers of the City are hereby authorized and directed to execute, attest, acknowledge, deliver and record, as appropriate, for and on behalf of and as the act and deed of the City, the Lease, the Escrow Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

**Section 5.** Further Authority. The officers, agents and employees of the City, including the Mayor, the City Manager and the City Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable to carry out and perform the purposes of this Ordinance, and to carry out, comply with and perform the duties of the City with respect to the Lease.

**Section 6. Reimbursement of Expenditures.** The City Council hereby finds it necessary and declares its intent to finance the costs of the Equipment through delivery of the Lease. The City has made, or expects to make, expenditures in connection with the Equipment, and the City may reimburse itself for such expenditures with the proceeds of the tax exempt financing by, or on behalf of, the City. The maximum principal amount of the tax-exempt financing expected to be issued for the Equipment is \$204,500.

**Section 7. Appropriation of Basic Rent.** The City Council hereby irrevocably budgets and appropriates moneys in the amount of \$1,734.12 for Fiscal Year ending June 30, 2017, to be used to make the Rental Payments (as defined in the Lease) due under the Lease during the Original Term of the Lease coextensive with Fiscal Year ending June 30, 2017.

**Section 8. Emergency Ordinance.** The City expects to order and take delivery of the Equipment prior to the end of October. The City will be required to pay for the Equipment upon delivery. In order to have sufficient funds on hand prior to the delivery of the Equipment, this Ordinance and the actions authorized and approved herein must be taken immediately. The City Council hereby finds and declares that this Ordinance shall be an emergency ordinance as described in the City's Charter.

### Section 9. Record of Passage:

A. Bill Number 6037 was introduced to Council and read the first time on the 26<sup>th</sup> day of September, 2016.

B. Bill Number 6037 was read for the second and final time and discussed this 3<sup>rd</sup> day of October, 2016, and final passage thereon was voted as follows:

Depro: \_\_\_\_\_; Burch: \_\_\_\_\_; Gilmore: \_\_\_\_\_;

Evans: \_\_\_\_; Settles: \_\_\_\_; Merideth: \_\_\_\_; and White-Ross: \_\_\_\_,

thereby being approved and becoming

Ordinance Number 6037.

C. Upon passage by a two-thirds majority of the Council, this Bill shall become Ordinance Number 6037 and shall be in full force and effect upon its passage.

Mayor

(SEAL)

ATTEST:

City Clerk

# EXHIBIT A

Proposal of U.S. Bancorp Government Leasing and Finance, Inc.

# EXHIBIT B

**Equipment Lease Purchase Agreement** 

# EXHIBIT C

**Escrow Agreement** 



Government Leasing and Finance

All of **us** serving you

September 15, 2016

City of Sikeston, Missouri Attn: Carroll Couch, City Clerk 105 E. Center Sikeston, Missouri 638()]

At your request, U.S. Bancorp Government Leasing and Finance, Inc. ("USBGLF") has prepared for your consideration the following proposal for financing ("Proposal"). This is only a proposal and does not represent a commitment by U.S. Bancorp Government Leasing and Finance, Inc.

Customer:	City of Sikeston, MO						
Lessor:	U.S. Bancorp Government Leasing and Finance, Inc.						
PROPERTY:	and the second sec	Street Sweeper					
EXPIRATION:	November 14, 2016						
LEASE QUOTE:	Amount	Rate	Payments	Factor	Pmts / Year	Term	Adv. / Arr.
	204,500.00	1.69%	Custom	Custom	Custom	4 Years	Arrears

Notes: There are no fees associated with this offer including the establishment and use of a U.S. Bank N.A. escrow account should one be required. The financing must be funded in full to the vendor or into an escrow account by November 14, 2016 to lock in the above referenced interest rates. USBGLF negotiated a document with the City in 2014 and will agree to the same form. Exception: USBGLF will allow prepayment in whole at any payment date after a year for 103% of remaining principal balance. We cannot allow for partial prepayment.

The Lease will be structured as a tax-exempt municipal lease, with title in the Lessee's name and USBGLF holding a security interest in the equipment during the term. The lease is "triple-net" with the Lessee responsible for taxes, maintenance and insurance. Documentation will be provided by USBGLF, including (i) standard representations, warranties and covenants by the Lessee pertaining to the accuracy of information, organization, authority, essential use, compliance with laws, pending legal action, location and use of collateral, insurance, financial reporting and financial covenants; and (ii) standard USBGLF provisions pertaining to events of default and remedies available upon default. This offer is subject to the execution of all documentation by the Lessee within a reasonable time and in form and substance acceptable to Lessee, USBGLF and USBGLF's counsel, including terms and conditions not outlined in this Proposal.

This Proposal is conditioned on there being no material adverse change in the financial condition of the Lessee. Additionally, the terms and conditions outlined herein are subject to final review and approval (including collateral and essential use review) by USBGLF's business, legal, credit, and equipment risk management personnel.

Sincerely, Tasha Barreau

Tasha Barreau Vice President U.S. Bancorp Government Leasing & Finance, Inc. Phone: 303-330-4160 Email: <u>tasha.barreau@usbank.com</u>

Mike Mitchell Assistant Vice President/ BBRM U.S. Bank 573-475-3522 Michael.mitchell4@usbank.com

usbank.com



All of us serving you

**Government Leasing and Finance** 

ACCEPTANCE:

By accepting this Proposal, Lessee acknowledges that this Proposal does not represent a commitment to provide financing but only outlines general terms and conditions of the USBGLF's financing program currently available to qualified lessees.

ACCEPTED BY:

Name / Title

dated: \_\_\_\_

#### **Payment Schedules**

Assume an October 14, 2016 commencement

	Date	Payment	Interest	Principal	Balance
Loan	10/14/2016				204,500.00
1	4/14/2017	1,734.12	1,734.12	0.00	204,500.00
2	10/14/2017	52,213.40	1,734.12	50,479.28	154,020.72
3	4/14/2018	1,306.07	1,306.07	0.00	154,020.72
4	10/14/2018	52,213.40	1,306.07	50,907.33	103,113.39
5	4/14/2019	874.38	874.38	0.00	103,113.39
6	10/14/2019	52,213.40	874.38	51,339.02	51,774.37
7	4/14/2020	439.04	439.04	0.00	51,774.37
8	10/14/2020	52,213.40	439.03	51,774.37	0.00
Grand Tot	als	213,207.21	8,707.21	204,500.00	

usbank.com

Bidder's signature MUST appear on this form. Signature of bidder indicated he/she understands and will comply with the terms and conditions set forth within the Invitation for Bid.

CITY OF SIKESTON Non-Kickback and Non-Collusion Affidavit

1. being of lawful age and a duly authorized agent for <u>11.9.</u> <u>AITORCIP</u> <u>GroverNIMEN</u> <u>Lecture</u> FINCIN(7]K attached bid, proposal, or contract with the City of Sikeston, Missouri for <u>TINCINCIAC</u>, regarding the hereby swear/affirm that this affidavit is true and correct.

Furthermore, I swear/affirm that neither I, nor the firm, company or corporation, or any other employer for whom I am an authorized agent in this matter, has been a party to any collusion, among bidders or other competitors in restraint of freedom of competition by causing or contributing to cause anyone to refrain from bidding, or by being a party to any agreement or understanding among or between any persons, firms, or corporations to bid at a fixed or determinable price.

Furthermore, I swear/affirm that neither 1, nor the firm, company or corporation, or any other employer for whom I am an authorized agent have been a party to any collusion with any city official or employee of the City of Sikeston as to quantity, quality, or price in this prospective bid, contract or proposal; or any other terms of said undertaking; nor have 1 or we been a party to any discussion between other competitors and any official of the City of Sikeston concerning the exchange of money or other things of value for special consideration in the letting of this bid, proposal or contract.

I do hereby swear/affirm that the work, contractual undertaking, services or materials as described by this invoice or other billing claim has been delivered, completed, or supplied in accordance with the specifications, orders, bids, requests, or contract furnished and executed by the City of Sikeston. Missouri for the above mentioned bid. Furthermore, no consideration, either directly or indirectly, has or will be made to any elected official, officer or employee of the City of Sikeston or any other person, firm or corporation to obtain payment of the claim or to procure the contract or purchase order pursuant to which this claim is made.

JWIKI BUILLOUV Bidder's Signature

Please type or print name and address of bidder.

15. BUNCOLD GOVERNMENT LEASING: FINIME, INF. 950 17m St DENVER 10 E0207 Phone Number 303 - 330 - 41100

STATE OF (UCCIDO)

IN TESTIMONY WHERPOF. I have hereinto set my hand and attixed County, $O[CC(10)]$ , the day and year first above written.	f my official seal at my office in $\underline{PCNVRr}$
Signature (Marchet Notar	y Public
My Commission expires: _ 14 Cart 13, 2017	LISA L ALBRECHT NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20134030063 MY COMMISSION EXPIRES MAY 13, 2017

#### PROPOSAL TO PURCHASE PROMISSSORY NOTE

September 4, 2016

Mr. Carroll Couch City Clerk 105 East Center Street Sikeston, Missouri 63801

The undersigned is willing to enter into the Equipment Lease Purchase Agreement with the City of Sikeston. Missouri in substantially the form provided to the undersigned and in accordance with the Term Sheet dated August 24, 2016.

The undersigned offers to provide financing at the following interest rate:

1.69%

This Proposal is subject to the following conditions:

- Are plane Davinentation to partips

If the undersigned is the successful bidder, the undersigned will comply with all of the provisions contained in the Term Sheet.

Submitted By:

Name of Bank: U.S. BUNCUP (IWE, NAWA) HECSINGISFINANCE, By: JUILL BUILLELL, INC.

# **Council Letter**

Date of Meeting: 16-10-03

Originating Department: Public Works Department

To the Mayor and City Council:

Subject: Award Lease Purchase of Street Sweeper

### Attachments:

1. Quotation from Key Equipment & Supply Co. - MoDOT State Contract Bid Amount

### Action Options:

- 1. Award Bid
- 2. Other Action Council May Deem Necessary

### Background:

The Department of Public Works is procuring a new street sweeper for the street division. Our current sweeper is no longer functioning.

The Street Division is procuring an Elgin Twin Engine Four-Wheel Mechanical Street Sweeper. The price for this street sweeper is \$195,000 and is included in the approved budget using a lease purchase agreement utilizing Capital Improvement Funds.

This is being sought from Key Equipment & Supply Company who presently has the MoDOT State Contract bid amount. The price includes our current sweeper as a trade-in.

Staff requests Council approval of the purchase of this vehicle.



Thank you for the opportunity to provide the City of Sikeston, Missouri a proposal for a 2016 Isuzu chassis with a new Elgin Broom Badger. This is an Elgin Twin Engine Four-Wheel Mechanical Street Sweeper. Key Equipment and Supply Company is proud to provide the safest, most durable and dependable street sweepers on the market today.

Please review the following standard features:

AM/FM Radio w/ CD Aux-engine Kubota V2403M 59hp, Tier 4i Low engine oil pressure, high coolant temp, hydraulic oil level/temp shutdown Broom side, Left side is 36" and 42" steel vertical digger on RH side, 4 and 5 segment Broom side, hydraulic floating suspension, down pressure adjustable from in cab Broom, main, 36" diameter, 58" wide prefab disposable Camera, Rear and RH side view with in-cab monitor Conveyor, 8 flight squeegee with rubber edging driven by polyurethane sprockets Conveyor, two piece replaceable wear plates (1/4" Hardox) Conveyor and all sweeping components raise automatically when vehicle placed in reverse Conveyor stall alarm Dirt shoes, heavy duty steel Electric backup alarm Front spray bar Hopper with 3.1 cubic yard useable capacity with inspection door Hopper dumps at 50 degrees from 18 inches up to 10 feet Sweep path from 58 inches to 114 inches Water, 220 gallon polyethylene water supply with electric diaphragm pump Air Suspension on the rear axle

In addition to the standard features, the following product enhancements were added per the MODOT contract bid.

- LED tail lights
- LED light bar

Sep. 23. 2016 9:32AM

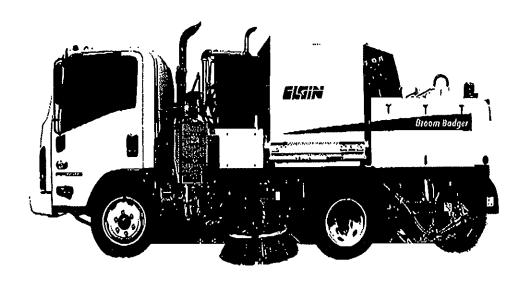
No. 7513 P. 2

Price per Unit bid to MODOT RFB 3-160513tv	\$ 215,000.00
Trade in for 2009 Elgin Pelican NP dual	<u>\$ - 20,000,00</u>
Total purchase Price for 2016 ElgIn Broom Badger	\$ 195,000.00

Price is good through April 30, 2017 Includes on site factory certified training by Key Equipment for service and operation Payment Terms are Net 10 Delivery in approximately 20-30 days A.R.O. Base chassis bid is for a 2016 or 2017 Isuzu with Left Side Operator Position <u>only</u>. Other product

Please contact me if you have any questions, or need additional information. Thank you for your consideration of Key Equipment & Supply Company and the Elgin Sweeper Company. We appreciate the opportunity to serve you. Please contact me with any questions at 314-614-6262 or by email at ed@keyequipment.com.

Yours truly, ED Stallows Ed Stallons Territory Manager Key Equipment & Supply Company



# **City of Sikeston**

# **Council Letter**

Date of Meeting 16-10-03

Originating Department: Public Works

To the Mayor and City Council:

Subject: Award Bid 17-3 Backstop replacement at Recreation Complex

### Attachments:

1. Bid Tabulation sheet for 17-3

### Action Options:

- 1. Award Bid 17-3 to Bootheel Fence Company
- 2. Other action the City Council deems appropriate.

Background:

Staff opened bids from two vendors on Tuesday, September 13, 2016 for the replacement of two backstops in the Recreation Complex. This included Field #1 (U12 Boys) on the Little League field, and Field #5 (U10 Girls) on the softball field. The bid tabulation sheet is attached. The low bid was from Bootheel Fence Company from Jackson, Missouri for \$20,845 for Field #1 only. Budget estimate for the project was \$25,000, so due to an increased cost in materials the Parks and Recreation Department will only be able to replace one backstop this year.

Staff recommends awarding the bid to Bootheel Fence for \$20,845 to replace the Field #1 backstop.

## CITY OF SIKESTON BID TABULATION SHEET Bid #17-3 Backstops September 13, 2016

VENDOR	COST
<b>ROBINSON FENCE CO.</b>	FIELD #1: \$22,400.00
	FIELD #5: \$29,300.00
	ALT #3: \$ 23,400
BOOTHEEL FENCE CO.	FIELD #1: 20,845.00
	FIELD #5: \$32,995.00
	ALT #3: \$20,845.00

CHAIRMAN: Dustin Care RECORDER: Angie Keller VERIFIER: Chris Hart

# **City of Sikeston**

# **Council Letter**

Council Letter: 16-10-03

Originating Department: Department of Governmental Services

To the Mayor and City Council:

Subject: Award of 2017 Domestic Violence Surcharge Shelter Funding

### Attachments:

House of Refuge Application for Calendar Year 2017

### Action Options:

- 1. Authorize calendar year 2017 funding in an amount not to exceed \$8,000 to the House of Refuge Domestic Violence Shelter;
- 2. Other actions as Council may deem appropriate.

### Background:

Several years ago the State established a funding source for domestic violence abuse shelters. A \$4.00 Domestic Violence Shelter Surcharge was placed on all municipal court convictions. These funds are retained by the City and distributed via an application process to domestic violence shelters serving the municipality.

On September 13, 2016 the House of Refuge for Abused and Battered Women submitted an application for funding in the amount of \$8,000. This amount would be distributed on a monthly basis during calendar year 2017. Their application meets all municipal requirements, and if Sikeston's municipal court caseload remains at current levels, \$8,000 in domestic violence shelter surcharge fees should be generated.

Staff is seeking Council award of calendar year 2017 funding, in an amount not to exceed \$8,000, to the House of Refuge for Abused and Battered Women.

## City of Sikeston, Missouri

# SHELTER FOR VICTIMS OF DOMESTIC VIOLENCE FUNDING PROGRAM FOR YEAR ENDING DECEMBER 31, 2017

# **APPLICATION**

Sikeston City Hall 105 East Center Street, Sikeston, MO 63801 (573) 471-2512

### I. Identification:

Applicant Shelter:	House of Refuge for Abused and Battered Women
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Shelter Director: Jill Hill

Shelter's Mailing Address: P.O. Box 244, Sikeston, MO 63801

Telephone: 573-472-4499 Fax: 573-472-9966

Email: sikestonsafeplace@gmail.com

Federal Employer Identification Number (FEIN): 43-1764746

Date of Incorporation: 10/19/98

Date Operations Began: 07/01/01

### **II. Primary Contact:**

Name: Briley Burgess-Smith		Title: Treasurer
Mailing Address: P.O. Box 244, Si	keston, MO 63801	
Telephone: 573-380-1931	Fax: None	Email: bsmith001@charter.net
III. Application Prepared by: Name/Title: Briley Burgess-Smith	n, Treasurer	Date: 09/12/2016
Telephone: 573-380-1931	Fax: None	Email: bsmith001@charter.net

### IV. Verification of Eligibility:

- A. Attach copy of shelter's Certificate of Incorporation from the Missouri Secretary of State. See attached
- B. Attach list of the directors of the corporation with addresses and telephone numbers.
   See attached
- C. Attach list of shelter trustees, their addresses and telephone numbers; indicate their representation of Sikeston's racial, ethnic and socioeconomic diversity; and indicate their personal experience in confronting or mitigating the problems of domestic violence. Not applicable
- D. Attach list of the applicant shelter's proposed funding sources indicating the type of support supplied (cash, goods or services), and what percentage of the shelter's total operational income each source provides.

### See attached

- E. Submit documentation stating the nature and type of residential services or facilities provided for children when accompanied by a parent, guardian or custodian who is a victim of domestic violence and receiving temporary residential service at the shelter? See attached
- F. Does the applicant shelter require its employees and volunteers to maintain the confidentiality of any information that would identify the individuals served by the shelter?
   If so, attach copy of statement.

### Yes, see attached

- G. Does the applicant shelter require its employees and volunteers to maintain the confidentiality of information or records that are directly related to the advocacy services provided to shelter residents? If so, attach copy of statement.
  Yes, see attached
- H. Does the applicant shelter advise individuals being served by the shelter of the nature and scope of its confidentiality requirements? If so, attach copy of statement.

Yes, see attached

# V. Historical Data:

A. Attach summary of the applicant shelter's prior year's activities. Indicate what specific services and programs were provided.

See attached

- B. Attach report indicating the number of individuals receiving services from the applicant shelter in the prior year, delineated by type of services, sex, race, and age.
   See attached
- C. Attach copy of applicant shelter's financial statement or annual report for the past two years. See attached

### VI. Proposed Operating Budget:

- A. Attach applicant shelter's proposed operating budget for the calendar year ending December 31, 2017. See attached
- B. What is the amount of funding being requested from the City of Sikeston? \$8000

### VII. Proposed Services:

Attach summary of the services the applicant shelter proposes to offer with an estimate of the number of persons to be served during the calendar year ending December 31, 2017.

See attached

### VIII. Signatures:

I attest that the information provided in and submitted with this application is, to the best of my knowledge, complete and accurate. If approved, the applicant intends to provide the services described in this application.

### **APPLICANT:**

Shelter Director (Please Print)

Signature

Title

orporation Please Print)

5

## **CITY OF SIKESTON:**

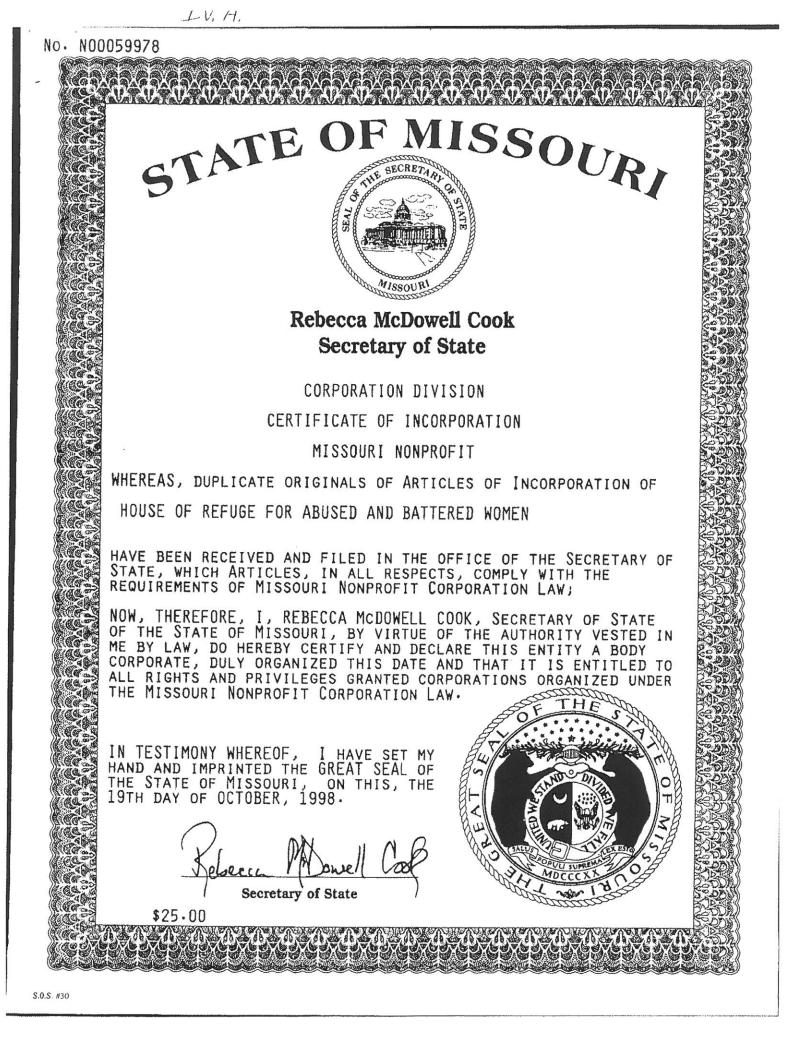
Approved and funding appropriated this day of 2016.

Steven Burch, Mayor

Date

ATTEST:

Carroll Couch, City Clerk Date



	-L V. 17.
x •	
A SECRE	Rebecca McDowell Cook, Secretary of State P. O. Box 778, Jefferson City, MO 65102 Corporation Division
	To be submitted in duplicate with a filing fee of \$25)
The undersign under the No	ned natural person(s) of the age of eighteen years or more for the purpose of forming a corporation upprofit Corporation Law of Missouri adopt the following Articles of Incorporation:
(1)	The name of the corporation is Huse of Refuge for Abused and Battered Women d/b/a Huse of Refug
(2)	This corporation is a <u>Public</u> Benefit Corporation.
(3)	The period of duration of the corporation is <u>perpetual</u> ("Perpetual" unless stated otherwise)
(4)	The name and street address of the Registered Agent and Registered Office in Missouri is: Julia Crader Dolan 111 S. New Madrid Sikeston, MO 63801
(5)	The name(s) and address(es) of each incorporator:
	Julia C. Dolan 111 S. New Madrid Sikeston, MO 63801
. (6)	Does the corporation have members? YES_X_NO
(7)	Provisions not inconsistent with law regarding the distribution of assets on dissolution Upon dissolution any remaining assets will go to another nonprofit organization
(8)	The corporation is formed for the following purpose(s): To provide domestic violence services and all other legal powers permitted to a Nonprofit Corporation
(9)	The effective date of this document is the date it is filed by the Secretary of State of Missouri,
	unless you indicate a future date, as follows:
	the facts stated above,
Signed by Incorp	era Crader C. FILED AND CERTIFICATE OF INCORPORATION ISSUED
JULIA CRADEN	R DOLAN OCT 1 91998
Corp. #52 (6-95)	EFORETARY UNITED

#### HOUSE OF REFUGE FOR ABUSED AND BATTERED WOMEN

#### BOARD OF DIRECTORS JANUARY 2016

#### OFFICERS

Chairman Holly Hunter Heckemeyer Business Owner 573-270-9395 <u>hhunterhalloween@sbcglobal.net</u> 206 College St Sikeston, MO 63801

#### Vice Chairman

Terri Wallace Accounts Payable Supervisor 573-620-2151 <u>terri.wallace@charter.net</u> 919 Cambridge Dr. Sikeston, MO 63801

Paul **Boyd** Scott County Prosecuting Attorney 573-620-0070 <u>prbscottpa@hotmail.com</u> 318 E. Hickory Scott City, MO 63780

Carolyn Harris Retired Secondary Teacher 573-620-3862 <u>carolyn.harris@charter.net</u> 622 Blanton St Sikeston, MO 63801

Dr. Cindy **Matos** Pediatrician 573-703-6224 <u>Cindynazario1@yahoo.com</u> 333 N. Kingshighway Sikeston, MO 63801

#### Jill Wondel

573-703-6915 Jwondel@gmail.com 807 Sikes Ave Sikeston, MO 63801 Secretary Tammy Burch CFO Burch Foods 573-620-3862 tburch@burchfood.com 20 Green Meadows Drive Sikeston, MO 63801

## Treasurer

Briley Burgess-Smith Retired CFO/Accountant 573-380-1931 <u>bsmith001@charter.net</u> 126 Larkspur Lane Sikeston, MO 63801

#### **BOARD MEMBERS**

Sue Garrett Accountant, Delta Growers 314-799-6156 <u>suegarrett1962@gmail.com</u> 525 Lindenwood Sikeston, MO 63801

Lorya **Knox** Police Officer 573-620-1070 <u>ljknox@sikeston.org</u> 614 Vaughn Sikeston, MO 63801

Phyllis **Minner** Area Director Rural Development USDA 573-450-2123 <u>phyllis.minner@mo.usda.gov</u> 214 Diebold Benton, MO 63736

Shawn **Wood** Scott County Sherriff's Department 573-313-0159 <u>Scsd343@charter.net</u> PO Box 103 Oran, MO 63771 Mary **Griffith** Attorney 573-380-3508 <u>mary.griffith@marygriffithlaw.com</u> 110 Bradley Sikeston, MO 63801

Michele Krokstrom Mother/Dental Assistant 573-380-1155 <u>mwkrok@yahoo.com</u> 913 Westview Drive Sikeston, MO 63801

Sandy **Robison** Director of Social Work, MO Delta Med Ctr 573-620-3084 <u>Sandyssw@hotmail.com</u> 220 Kramer Sikeston, MO 63801

### House of Refuge for Abused and Battered Women 2017 Proposed Funding Sources

Source of Income	Funding Source	Funding Type	 Amount	Percentage
City Fees	City Court Fees	Cash	\$ 9,000	4%
County Fees	County Court Fees	Cash	\$ 10,500	4%
United Way	Local Grant	Cash	\$ 7,000	3%
Fundraisers/Misc	Donations	Cash	\$ 43,000	18%
VOCA Grant	Federal Grant	Cash	\$ 40,000	17%
SSVF Grant	State Grant	Cash	\$ 10,400	4%
DVSS Grant	Fed & State Grant	Cash	\$ 85,275	36%
Emergency Shelter	Fed & State Grant	Cash	\$ 8,769	4%
Contributions	Donations	Cash	\$ 20,000	9%
			\$ 233,944	100%

# House of Refuge for Abused and Battered Women Nature and Type of Residential Services

LV. C.

- Overnight Shelter—The House of Refuge will provide overnight shelter for victims of domestic violence and sexual assault and their children with a maximum stay of 90 days. The total bed capacity is 16. Residential and non-residential services are provided. If the shelter is full, assistance is provided to secure, safe housing in other shelters or a motel.
- Food—This shelter provides three meals a day and snacks for residential clients. Much of this food is from donations by local churches, community organizations, and the Food Bank. To achieve the goal of independent living, we will also assist clients in applying for food stamps or WIC when applicable.
- Medical Services—All clients will be screened for medical needs and if necessary will be assisted in referral and transportation to appropriate medical care. We have excellent cooperation from our local medical community.
- Children's Services—Services are provided for dependent children of domestic violence victims. These services are individualized according to the child's needs and can include support sessions, child advocacy, and counseling. If needed, assistance will be given in referral to appropriate agencies.
- Mental Health and/or Drug Abuse Counseling—All those requiring services are referred for appropriate diagnosis and treatment. Bootheel Counseling has agreed to assist us in providing needed services.
- Transportation—Transportation is provided to residential and nonresidential clients when they have legal/court appointments, medical care appointments, outside counseling appointments, and/or need transportation to other agencies or to other shelters.
- Referral to Other State and Federal Programs—Trained staff assesses the needs of clients and referrals are made to the appropriate state or federal agency for assistance if necessary. The goals of this shelter include safe and independent living arrangements for our clients and frequently there is a need to access ongoing programs provided by agencies such as DFS or the Health Department.

\_ F. C.

- Permanent Housing Referral Services—The staff and trained volunteers will assist clients in obtaining permanent lousing. This will be accomplished with both direct assistance and referral to local agencies such as the Delta Area Economic Oportunity Collaboration (DAEOC) and/or the Housing Authority.
- Employment Services—If assistance with employment is needed, clients are referred to local programs such as Employment Readiness Program, Manpower, Missouri Career Center, Workforce Investment Board programs, etc.
- Prevention—Employees, board members, and volunteers provide community education programs to churches, organizations, and schools, with the focus being awareness of the nature and dynamics of domestic violence. Resident and non residents are also educated about the cycle of domestic violence, how they are a part of it and ways of ending the cycle. Weekly life skills classes are offered at the shelter and there is aongoing collaboration with other local agencies to identify persons at risk.



Group\_\_\_\_\_\_Date:\_\_\_\_\_I, the undersigned, make an oath that any information of personal and/or confidential nature regarding agency clients of this a gency, other agencies, or colleagues that I may obtain as a result of my association with the House of Refuge will be held in strict confidence.

I understand that the location of the House of Refuge is confidential.

I understand that this confidentiality agreement extends past my association at the House of Refuge. I further understand that any violation in confidentiality is not only an ethical violation, but that it could endanger the safety of the clients and staff.

Violations of confidentiality will be grounds for immediate dismissal from service at the shelter.

Printed Name	Signature
1	

CP 11-Feb-11



# **Confidentiality Agreement**

I, the undersigned, make an oath that any information of personal and/or confidential nature regarding agency clients of this agency, other agencies, or colleagues that I may obtain as a result of my association with the House of Refuge will be held in strict confidence.

I understand that the location of the House of Refuge is undisclosed.

I understand that all client files are to be kept secured. Only the staff will have access to these files.

I understand that this confidentiality agreement extends past my employment or association at the House of Refuge. I further understand that any violation in confidentiality is not only an ethical violation, but that it could endanger the safety of the clients and staff.

Violations of confidentiality will be grounds for immediate dismissal from service at the shelter.

Printed Name

1 .. V.

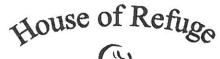
Signature

Date

Staff Signature

Date

CP 11-Feb-11



P.O. Box 244 Sikeston, MO 63801



Office: 573.472.4499 Fax: 573.472.9966

## **Confidentiality Agreement/Records**

As a person who will be participating in the House of Refuge program, the following is a statement concerning confidentiality of information contained in and about this organization that you might learn during your stay or participating in our program. We require that **all information** that you might learn be treated confidentially (i.e. names, addresses, children, etc.). Discussing any information with people outside the program can destroy the bond of trust between the participants and the House of Refuge and will undermine our services.

# The location of the House of Refuge is confidential and may not be shared with anyone outside the program for any reason.

A breach of confidentiality is a serious violation of trust and ethical responsibility. It might jeopardize the safety of residents, non-resident participants, staff and volunteers, and thus may be a cause for immediate dismissal from the shelter or the termination of advocacy services.

By my signature, I \_\_\_\_\_\_ agree not to divulge any confidential information during and/or after my formal relationship with the House of Refuge.

I understand that my records will not be released to anyone unless I consent in writing or by court order or for an audit by the State of Missouri.

Residents' signature	Date
Staff members' signature	Date
Volunteers' signature	Date

# **Parental Consent Form**

I, \_\_\_\_\_\_, understand that if I am unable to be responsible for my children, and if no one is assigned in writing to take responsibility for my children, or if those assigned refuse to take such responsibility, the Division of Family Services will be contacted for emergency housing of my children. Additionally, if a House of Refuge Staff Member is a Mandated Reporter I understand I will be notified of such. In the event my children require transportation to a designated guardian, I hereby give my permission for staff and/or volunteers of the House of Refuge to provide transportation.

# House of Refuge for Abused and Battered Women Service Report for 2016

These statistics are from January 1, 2016 through August 31, 2016 compiled from information collected from monthly service reports and resident census data.

Number of Inc	72 Total		
Reside	nts		
	Women:	44	
	Children:	22	
	Men:	0	
Total:		66	
Non-R	esidents		
	Women:	6	
	Children:	0	
	Men:	0	

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Relationship of DV Victim to Abuser

Total:

Girlfriend/Boyfriend:	20
Husband/Wife:	14
Unspecified:	10

Number of Referrals (some individuals were referred to multiple services, some choose not to be referred)

Medical:	25
Psychological:	20
Financial:	14
Educational:	14 children; 6 adult
Vocational:	3
Child Care:	17
Legal Services:	11

6

# House of Refuge for Abused and Battered Women Historical Data 2016

Statistics are from January 1, 2016 through Aug 31, 2016; compiled from information collected from monthly service reports and census data.

### Ages Served

.

Under 17	22
18-25	7
26 - 35	18
36 - 45	6
46 - 59	12
Over 59	1

### Race

Caucasian Women	28
Caucasian Children	7
African America Women	14
African American Children	12
Multi-Race Women	1
Multi-Race Children	3
Native American Women	1
Native American Children	0
Hispanic Women	0
Hispanic Children	0
Asian Women	0
Asian Children	0

### Services

Crisis Intervention	41
Emergency Ex Parte	5
Full Protection Order	3
Transportation to the shelter	0
Referrals	54
Services for Pregnant Women	4
Services for Disabled Women	3
Services for Mental Health Issues	9
Total Number of Crisis Calls	295

# House of Refuge for Abused and Battered Women Service Report for 2015

These statistics are from January 1, 2015 through December 31, 2015 compiled from information collected from monthly service reports and resident census data.

Number of Individuals Served: 110 Total Residents Women: 68 Children: 36 Men: 0 Total: 104 Non-Residents

	Women:	6
	Children:	0
	Men:	0
Total:		6

Relationship of DV Victim to Abuser

Girlfriend/Boyfriend:	35
Husband/Wife:	33
Unspecified:	17

Number of Referrals (some individuals were referred to multiple services, some choose not to be referred)

Medical:	34
Psychological:	22
Financial:	23
Educational:	19 children; 6 adult
Vocational:	14
Child Care:	19
Legal Services:	5

# House of Refuge for Abused and Battered Women Historical Data 2015

Statistics are from January 1, 2015 through Dec 31, 2015; compiled from information collected from monthly service reports and census data.

### Ages Served

.

Under 17	36
18 - 25	8
26 - 35	36
36 - 45	15
46 - 59	15
Over 59	0

### Race

Caucasian Women	49
Caucasian Children	14
African America Women	19
African American Children	20
Multi-Race Women	2
Multi-Race Children	2
Native American Women	1
Native American Children	0
Hispanic Women	3
Hispanic Children	0
Asian Women	0
Asian Children	0

### **Services**

Crisis Intervention	86
Emergency Ex Parte	4
Full Protection Order	2
Transportation to the shelter	0
Referrals	63
Services for Pregnant Women	3
Services for Disabled Women	12
Services for Mental Health Issues	15
Total Number of Crisis Calls	380

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09/07/16 Accrual Basis

## House of Refuge Balance Sheet As of August 31, 2016

	Aug 31, 16
ASSETS	
Current Assets Checking/Savings SAVINGS	153,105.34
U S Bank Checking Checking-Household Supplies Checking-Reserve for Repairs Checking-Unrestricted U S Bank Checking - Other	380.85 9,593.45 128,532.29 3,040.00
Total U S Bank Checking	141,546.59
U S BANK PAYROLL ONLY	10,231.31
Total Checking/Savings	304,883.24
Other Current Assets Petty Cash @ Shelter	50.00
Total Other Current Assets	50.00
Total Current Assets	304,933.24
Fixed Assets ACCUMULATED DEPRECIATION CAPITAL IMPROVEMENT	-38,772.67
AC/HEATING BOILER Exterior Lighting FENCE	4,645.00 9,300.00 2,600.00 2,610.48
GARAGE New Air Conditioner Toshiba Phone & Alarm Updating	16,212.11 1,695.00 1,785.00
Total CAPITAL IMPROVEMENT	38,847.59
FURNITURE Bedroom Furniture FURNITURE - Other	6,081.00 1,829.97
Total FURNITURE	7,910.97
HOUSE - ALLEN BLVD OFFICE EQUIPMENT	65,494.39 1,299.99
Total Fixed Assets	74,780.27
TOTAL ASSETS	379,713.51
LIABILITIES & EQUITY Liabilities Current Liabilities Other Current Liabilities	1.008.00
Federal & FICA Payable Retirement-401(k) Payable State W/H Tax Payable	1,998.09 50.00 403.00
Total Other Current Liabilities	2,451.09
Total Current Liabilities	2,451.09
Total Liabilities	2,451.09
Equity Opening Bal Equity Retained Earnings Net Income	59,096.09 273,152.05 45,014.28
Total Equity	377,262.42
TOTAL LIABILITIES & EQUITY	379,713.51

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09/07/16 Accrual Basis

### House of Refuge Profit & Loss January through August 2016

	Jan - Aug 16
Ordinary Income/Expense	
Income Campaign Income Contributions Income	12,412.00
UNITED WAY Unrestricted	7,000.00 12,181.74
Total Contributions Income	19,181.74
Grants Emergency Shelter DVSS Federal DVSS Sexual Violence DVSS SSVF State DVSS VOCA	8,221.16 12,378.67 3,249.76 16,033.67 48,154.83 30,084.65
Total Grants	118,122.74
Marriage & Dissolution Income City of Sikeston New Madrid County Scott City Scott County	4,719.47 878.00 747.00 4,973.99
Total Marriage & Dissolution Income	11,318.46
Miscellaneous Income	145.40
Total Income	161,180.34
Gross Profit	161,180.34
Expense Advertising Bank Service Charges Client Services	389.50 355.00
Food Medical Supplies Transportation	3,136.16 2.00 424.64 711.44
Total Client Services	4,274.24
Corporate Dues Dues and Subscriptions Equipment	10.50 556.69
Shelter	278.66
Total Equipment	278.66
Fundraising Expenses Insurance Liability Insurance Surety Bond Unemployment Insurance	2,039.52 2,595.00 111.00 2,369.68
Workman's Comp	2,911.00
Total Insurance	7,986.68
Miscellaneous Office Supplies Payroll Expenses FICA & Medicare Expense	50.00 1,421.25 6,307.49
Salary Expense	82,451.02
Total Payroll Expenses	88,758.51
Pest Control Postage and Delivery Printing and Reproduction	210.00 132.26 37.67

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09/07/16 Accrual Basis

## House of Refuge Profit & Loss January through August 2016

	Jan - Aug 16
Professional Fees Accounting	1,650.00
Total Professional Fees	1,650.00
Repairs Building Repairs Equipment Repairs	2,109.99 200.25
Total Repairs	2,310.24
Security Telephone	100.00
House-BRT-Local & Long Dist	1,190.81
Total Telephone	1,190.81
Utilities Cable Electric,Water, Sewer Gas	70.18 1,938.59 1,105.76
Total Utilities	3,114.53
Yard Maintenance	1,300.00
Total Expense	116,166.06
Net Ordinary Income	45,014.28
Net Income	45,014.28

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09/07/16 Accrual Basis

### House of Refuge Balance Sheet As of December 31, 2015

	Dec 31, 15
ASSETS	
Current Assets	
Checking/Savings SAVINGS	153,003.35
U S Bank Checking Checking-Household Supplies	380.85
Checking-Reserve for Repairs	8,593.45
Checking-Unrestricted	98,411.72
U S Bank Checking - Other	3,040.00
Total U S Bank Checking	110,426.02
U S BANK PAYROLL ONLY	5,400.66
Total Checking/Savings	268,830.03
Other Current Assets Petty Cash @ Shelter	50.00
Total Other Current Assets	50.00
Total Current Assets	268,880.03
Fixed Assets ACCUMULATED DEPRECIATION CAPITAL IMPROVEMENT	-38,772.67
AC/HEATING	4,645.00
BOILER	9,300.00
FENCE	2,610,48
GARAGE	16,212,11
New Air Conditioner	1,695.00
Toshiba Phone & Alarm Updating	1,785.00
Total CAPITAL IMPROVEMENT	36,247.59
FURNITURE	1,829.97
HOUSE - ALLEN BLVD	65,494.39
OFFICE EQUIPMENT	1,299.99
Total Fixed Assets	66,099.27
TOTAL ASSETS	334,979.30
LIABILITIES & EQUITY Liabilities Current Liabilities Other Current Liabilities	
Federal & FICA Payable State W/H Tax Payable	2,157.16 574.00
Total Other Current Liabilities	2,731.16
Total Current Liabilities	2,731.16
Total Liabilities	2,731.16
Equity	
Opening Bal Equity	59,096.09
Retained Earnings	250,392.67
Net Income	22,759.38
Total Equity	332,248.14
TOTAL LIABILITIES & EQUITY	334,979.30

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09/07/16 Accrual Basis

## House of Refuge Profit & Loss January through December 2015

	Jan - Dec 15
Ordinary Income/Expense Income	
Campaign Income Contributions Income	43,756.00
UNITED WAY Unrestricted	4,500.00 17,187.04
Total Contributions Income	21,687.04
Grants DAEOC Emergency Shelter DVSS Federal DVSS Sexual Violence DVSS SSVF State DVSS VOCA	4,528.01 10,840.16 33,428.35 3,791.76 9,684.59 45,770.00 13,209.39
Total Grants	121,252.26
Marriage & Dissolution Income City of Sikeston New Madrid County Scott City Scott County	5,871.66 980.00 947.00 9,894.44
Total Marriage & Dissolution Income	17,693.10
Miscellaneous Income	237.00
Total Income	204,625.40
Gross Profit	204,625.40
Expense Bank Service Charges Client Services Food Supplies Transportation	398.40 4,962.83 462.75 1,120.97
Total Client Services	6,546.55
Corporate Dues Depreciation Expense Dues and Subscriptions Fundraising Expenses Insurance Liability Insurance Surety Bond Unemployment Insurance Workman's Comp	10.50 3,777.15 372.84 18,872.09 5,144.00 111.00 2,748.94 4,497.00
Total Insurance	12,500.94
Meetings and Workshops Miscellaneous Office Supplies Payroll Expenses	684.89 1,230.90 117.46
FICA & Medicare Expense Health Insurance Salary Expense	8,802.81 2,326.40 115,069.32
Total Payroll Expenses	126,198.53
Pest Control Postage and Delivery Printing and Reproduction Repairs	330.00 87.57 298.55
Building Repairs Computer Repairs	1,633.64 369.50
Total Repairs	2,003.14

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09/07/16 Accrual Basis

## House of Refuge Profit & Loss January through December 2015

	Jan - Dec 15
Security Supplies	100.00
Office	252.84
Total Supplies	252.84
Telephone House-BRT-Local & Long Dist	1,737.35
Total Telephone	1,737.35
Travel & Ent Meals Travel	74.17 186.48
Total Travel & Ent	260.65
Utilities Electric,Water, Sewer Gas	2,752.78 1,507.89
Total Utilities	4,260.67
Yard Maintenance	1,825.00
Total Expense	181,866.02
Net Ordinary Income	22,759.38
Net Income	22,759.38

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Budget for>	2017
Income Sources	]
Voca	40,000
County M&D Fees	10,500
City M&D Fees	9,000
Emergency Shelter	8,769
United Way	7,000
<b>DVSS Bednight Grant</b>	81,555
SSVF	10,400
Fundraiser	43,000
Contributions	20,000
State Sexual Violence	3,720
Interest	
Total income	\$ 233,944

2017 **Operating Expenses** Bank Charges 350 **Client services** Housing Asst 100 Food 6,000 **Supplies** 2,000 Medical 50 Transportation 2,000 Contract Legal Aid 6,000 Corp Dues 10 Depreciation 3,800 Due/Subscriptions/Licenses 650 Equipment 500 office shelter 500 23,000 Fundraising expenses Insurance dishonesty bond 111 5,000 Property & Liability Unemployment 2,500 Workman's comp 4,000 Meetings & Workshops 2,500 Office Supplies 800 Payroll Expenses 130,000 Retirement 600 overtime 9,945 Fica & Med Emp Benefits (health ins) -Personnel Exp -Pest control 360 Postage and Shipping 200 Profession Fees 2,000 Program Exp 100 Repairs Building 5,000 equipment 1,000 Security 200 Telephone Local & Long distance 2,000 Cell phone Printing and publications 250 Advertising Utilities gas 1,500 3,500 elec,H20,trash, sewer Yard maintenance 2,000 **Total Expenses** \$ 218,526 Net Operating Income \$15,418 Transfer of Funds Repair&Replace Reserve 2,093 **Reserve** Operating 13,325 Total Expenses & Transfers \$ 233,944

### House of Refuge for Abused and Battered Women

### Proposed Services and

### Estimated Number of Persons to be Served

This Program will provide much needed services and protection to victims of domestic violence and/or sexual assault and to their children from Scott and New Madrid Counties. Residential and non-residential victims of domestic violence and/or sexual assault who request services will receive crisis intervention services, 24-hour hotline emergency services, referral to community resources, assistance in filing victim compensation claims, and legal advocacy. Individuals needing shelter will be provided with up to 90 days temporary shelter at the House of Refuge. If openings are not available, they will be referred to the closest domestic violence shelter or provided emergency hotel placement. Our shelter is staffed 24 hours a day/7 days a week. We are a secure, confidential facility and the exterior is monitored with security cameras. We also provide outreach to the community, through education and prevention. We are committed to assisting victims and their children to break away from the cycle of domestic violence and their children to break away from the cycle of domestic violence violence and their children to break away from the cycle of domestic violence violence and enhance their quality of life.

The anticipated number of victims to be served in 2017 is 120. This breaks down to 85 women and 35 children. We estimate 4400 bed nights and 660 hotline calls, of which 450 are crisis calls.

# **Council Letter**

Date of Meeting: 16-10-03

Originating Department: General Government

To the Mayor and City Council:

<u>Subject:</u> First Reading Bill 6039, Authorizing Execution of Contract for Fabrication & Installation of Gateway Monuments and Wayfinding Signage

### Attachments:

- 1. Bill 6039
- 2. Exhibit A: Geograph Industries General Contract with Project Milestone and Payment Schedule

### Action Options:

- 1. Conduct first reading of Bill 6039
- 2. Other Action Council May Deem Necessary

### Background:

During the September 12 City Council meeting staff was given authorization to finalize negotiations with Geograph Industries, Inc. of Harrison, Ohio for the fabrication and installation of 27 wayfinding and 3 gateway monuments. Exhibit A of Bill 6039 contains both the agreed upon general contract and the project's installation/payment schedule. The work will be completed over 5 fiscal years (FY-17 through FY-21) and funded out of the Tourism Lodging Tax Fund. Total cost of the project will be \$267,100.

Council will be asked to conduct the second reading and approve Bill 6039 during their October 11, 2016 special meeting.

Bill No. 6039

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6039 AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF SIKESTON, MISSOURI AND GEOGRAPH INDUSTRIES, INC. PROVIDING FOR THE FABRICATION AND INSTALLATION OF WAYFINDING AND GATEWAY MONUMENT SIGNAGE IN THE CITY.

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

<u>SECTION I:</u> This Ordinance shall not be codified in the City Municipal Code.

<u>SECTION II:</u> That the Agreement set forth on "Exhibit A" sets forth the various responsibilities and liabilities of the parties for the fabrication and installation of wayfinding and gateway monument signage within the City of Sikeston.

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

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

<u>SECTION V:</u> 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.

<u>SECTION VI</u>: Record of Passage:

- A. Bill Number 6039 was introduced to Council and read the first time this 3rd day of October 2016.
- B. Bill Number 6039 was read the second time this 11th day of October 2016, discussed and was voted as follows:

Depro\_\_\_\_\_, Evans\_\_\_\_\_, Settles\_\_\_\_\_,

Merideth, \_\_\_\_\_, White-Ross \_\_\_\_\_, Gilmore \_\_\_\_\_,

and Burch\_\_\_\_\_

thereby being\_\_\_\_\_,

becoming Ordinance 6039.

C. Ordinance 6039 shall be in full force and effect November 11, 2016

Steven Burch, Mayor

Approved as to Form Charles Leible, City Counselor

SEAL/ATTEST:

Carroll Couch, City Clerk

## **ORDINANCE 6039**

## EXHIBIT A



475 Industrial Drive · Herrison, Ohio 45030 513,202,9200 · 513,202,9299 fax sales@geograph.ind.com · www.geograph.ind.com City of Sikeston 105 E Center St. Sikeston, MO 63801 Attn: Linda Lowes

Date: 9-26-16

#### GENERAL CONTRACT

This agreement is between Geograph Industries, Inc. (Contractor) and the City of Sikeston (Owner) is hereby entered into this day \_\_\_\_\_\_. The Owner and the Contractor agree as set forth in the following:

- 1. Work. The Contractor shall perform the work as described and shown in the Contract Documents for completion of the City of Sikeston Wayfinding Signage including furnishing all plant, labor, material, equipment, and performing all work required for the project as outlined in the Contract Documents, which include:
  - A. Contractors Bid Submittal
  - B. Proposal Documents including Design Intent Drawings, Specifications, ITB, and Project Manual all dated 5-31-16 as designed by Workshop Design, LLC.
  - C. Milestone Project-Payment Schedule
  - D. MODOT Requirements to be applied to all Signage located in the MODOT ROW.
  - E. Engineer-approved, engineer-stamped drawings to be submitted by Contractor and approved by Owner prior to initiation of Installation Phase.
- 2. Contract Documents. The Contract Documents may only be altered, amended or modified as provided in the general conditions.
- 3. Contract Time. Time is of the essence to the performance of this contract. The Contractor shall complete the project as per the Milestone Project-Payment Schedule.
- 4. Contract Price. The Owner shall pay the Contractor for the completion of the work in accordance with the Contract Documents and the Milestone Project-Payment Schedule. The stated amount of this contract is \$267,100.00, but the actual amounts payable hereunder will be calculated in accordance with the Milestone Project-Payment Schedule and quantities actually delivered and installed. Upon completion of installation of each sign, the Owner will inspect each sign and ensure it complies with the contract. The signed approval of the Owner starts the One-Year Warranty period.
- 5. Waiver of Attorneys' Fees. If any action at law or in equity is necessary to enforce this agreement, each party agrees to pay its own attorneys' fees and will not seek to recover its own attorneys' fees from the other party.
- 6. Submittals, Changes, and Approvals: Prior to manufacturing any signs, the Contractor shall provide shop drawings of all proposed signs to the Owner and obtain the approval of all shop drawings by the Owner.

IN WITNESS WHEREOF, the parties have caused this contract to be executed by their duly authorized officials in one original copy on the date first above written. Additional copies of the original contract will be distributed to all appropriate parties.

OWNER: City of Sikeston

CONTRACTOR: Geograph Industries, Inc.

Signature

Signature

Printed Name and Title

Printed Name and Title

(Seal)

(Seal)

ATTEST:

Printed Name and Title

ATTEST:

Printed Name and Title

PREPARED BY:

George M. Freudiger, Treasurer Geograph Industries, Inc.



### MILESTONE PROJECT-PAYMENT SCHEDULE | CITY OF SIKESTON, MO | RFP 16-36 | REVISED 9-27-16

### PHASE I: WAYFINDING SIGNAGE INSTALLATION TO BE COMPLETED BY JUNE 30, 2017

 LOCATION NO.	SIGN TYPE	LOCATION	R-O-W OWNER	COST
W.N2-A	A.01	Hwy. HH at North Ingram Road	MODOT	
W.N2-B	A.01	Hwy. HH at North Ingram Road	MODOT	
W.N3-C	A.01	Highway 61 at Hwy. HH	MODOT	
W.N3-D	A.01	Highway 61 at Hwy. ZZ	MoDOT	
W.E3-A	A.01	Malone Ave. at Lambert's Café	COS	
W.C2-C	A.01	N. Main at Salcedo Road (Place on 3rd BMU Light Pole north of intersection)	MODOT	
W.C4-A	A.01	N. Main at N. Kingshighway (North Y) (Place on BMU Light Pole between Church entrances)	MODOT	
W.C2-A	A.01	N. Main at Salcedo Road (Place on BMU Light Pole, first pole after Ponders Funeral Home Entrance)	MODOT	
W.S2-A	A.01	S. Main at S. Kingshighway, South Y (Place on BMU Light Pole)	MODOT	
W.S1-C	V.01	Highway 60 ROW near Matthews Park	MODOT	
		COMPLETION OF PHASE I: BILLING TO BE RECEIVED AND PAID BY NO LATER THA	N JUNE 30, 2017	\$61,300

and the second second second second second				
DULACE II	MANTENED INTO CH	ALA OF INCTALLATIO	ON TO DE COMM	PLETED BY JUNE 30, 2018
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	WATTINDING SIC	MAGE HVJ FALLATIC		LLILD DI JOINL 30, 2010

LOCATION NO.	SIGN TYPE B.01	LOCATION S. Main at Helen St., Post with breakaway assembly in front of strip stores	R-O-W OWNER MODOT	COST
W.S3- B	B.01	S. Main at Helen, place on BMU Light Pole	MODOT	
W.E1-A	B.01	Malone Ave., 2nd BMU Light Pole past Intersection	MODOT	
W.E1-B	B.01	Malone at Pine (BMU light pole between Market Place Entrances)	MODOT	
W.E2-A	B.01	Malone at Selma (On BMU light pole before Dollar General Entrance	MODOT	
W.E2-C	B.01	Malone at Selma (2nd BMU light pole east of stop light)	MODOT	
W.E2-D	B.01	Double-sided sign, Linn at Campanella. Install on new post with breakaway assembly on south side of Linn St.	COS	
W.E2-E	B.01	Salcedo Road at N. Ingram	COS	

PHASE II: WAYFINDING SIGNAGE INSTALLATION DEADLINE - JUNE 30, 2018 (Continued)						
LOCATION NO.	SIGN TYPE	LOCATION	R-O-W OWNER			
W.C1-A	B.01	Malone Avenue (Across from Montgomery Bank ATM) place on BMU Light Pole	MODOT			
W.C1-B	B.01	Main at Malone, on BMU Light Pole (across from Maple St.)	MODOT			
W.C1-C	B.01	Main at Malone, on BMU Light Pole (near Greer St.)	MODOT			
W.C1-D	B.01	Main at Malone on BMU Light Pole (Walgreen's Parking Lot)	MODOT			
W.E2-B	C.01	Malone at Selma (Linn/Industrial Split) Single breakaway post at entrance Veteran's Park	COS			

#### COMPLETION OF PHASE II: BILLING TO BE RECEIVED AND PAID NO EARLIER THAN JULY 1, 2017 AND NO LATER THAN JUNE 30, 2018 \$61,100

PHASE III: GAT	TEWAY MON	UMENT INSTALLATION DEADLINE - JUNE 30, 2019	
LOCATION NO	). SIGN TYPE	LOCATION	R-O-W OWNER
W.S4-A	C.01	Pine at Helen, new post with breakaway assembly	COS
W.C2-B	C.01	E. Salcedo at N. Main, on breakaway post	COS
W.C3-A	C.01	N. Kingshighway at Salcedo Road (Post Assembly)	MODOT
W.S1-D	V.01	Highway 60 E, Right-of way before 60/61 Interchange	MODOT
M.E.1	M.01	Malone Avenue near Sikeston/Miner City Limits, will be in City's trail corridor	COS

COMPLETION OF PHASE III: BILLING TO BE RECEIVED AND PAID NO EARLIER THAN JULY 1, 2018 AND NO LATER THAN JUNE 30, 2019 \$64,900

PHASE IV: GATE	WAY MON	UMENT INSTALLATION DEADLINE - JUNE 30, 2020		
LOCATION NO.	SIGN TYPE	LOCATION	R-O-W OWNER	COST
M.N.2	M.01	Hwy 61, Industrial Park easement south of County Road 486, but north of FedEx Driveway	COS	
		COMPLETION OF PHASE IV: BILLING TO BE RECEIVED AND PAID NO EARLIER THAN JULY 1, 2019 AND N	NO LATER THAN JUNE 30, 2020	\$39,000
PHASE V: GATEV	VAY MON	UMENT INSTALLATION DEADLINE - JUNE 30, 2021		
LOCATION NO.	SIGN TYPE	LOCATION	R-O-W OWNER	
M.N.1	M.01	Intersection Hwy. HH and N. Ingram Road. Locate on City property, Southwest Corner	COS	

COMPLETION OF PHASE V: BILLING TO BE RECEIVED AND PAID BY NO EARLIER THAN JULY 1, 2020 AND NO LATER THAN JUNE 30, 2021 \$39,900

# October 2016

# Monthly Planner

Wominiy 1 tunner							
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
	4 5 11 12 18 19	Sep 2016         F         S           T         W         T         F         S           1         2         3         6         7         8         9         10           13         14         15         16         17         20         21         22         23         24           27         28         29         30	Nov 2016           S         M         T         W         T           1         2         3         6         7         8         9         10           13         14         15         16         17           20         21         22         23         24           27         28         29         30	4 5 11 12 18 19		1	
2	3 Executive Session Council Meeting 430 μm. Library Board Meets 430 μm. Rei-to-Trail Master Plan Open House Meeting 400 μm. Regular Council Meeting 500 μm.	4	5	6	7	8	
9	10 Columbus Day - City Offices Closed	J1         BMU Commission Meets 4:00 p.m.         DED Board Meets 11:30 a.m.         Housing Authority Board Meets - Noon         Påz Meeting 4:00 p.m.         Special Council Meeting 5:00 p.m.	12	13	14	15	
16	17 LCRA Meets 11:30 a.m. Park Board Meets 5:15 p.m.	18	19	20 Community Outreach Meeting 5:30 p.m.	21	22	
23	24	25 Community Promotions Committee Meeting 5:30 p.m.	26	27	28	29	
30	31 Special City Council Meeting 11:30 a.m.				1		

# November 2016

# Monthly Planner

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2	3	4	5 Council Retreat (Bootheel Clubhouse)
6 Daylight Savings Time Ends	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 Veterans Day - City Offices Open	12
13	14 Housing Authority Board Meets - Noon Park Board Meets 5:15 p.m.	15	16	17 Community Outreach Meeting 5:30 p.m.	18	19
20	21 LCRA Meets 11:30 a.m. Public Safety Meets 5:30 p.m.	22	23	24	25 ay - Offices Closed	26
27	28 Special City Council Meeting 11:30 a.m.	29 Tourism Advisory Board Meets 4:30 p.m.	30	Oct 2016 <u>S M T W T</u> 2 <u>3</u> <u>4</u> <u>5</u> <u>6</u> 9 10 11 12 13 16 17 18 19 20 23 24 25 26 27 30 31	F         S         M           1         -         -           7         8         4         5           3         14         15         11         12           2         18         19	Dec 2016 T W T F S 1 2 3 6 7 8 9 10 13 14 15 16 17 20 21 22 23 24 27 28 29 30 31

# December 2016

# Monthly Planner

			niniy 1 iun			
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
6 7 13 14 20 21	Nov 2016         F         S           T         W         T         F         S           1         2         3         4         5           8         9         10         11         12           4         15         16         17         18         19           22         23         24         25         26           4         29         30	Jan 2017           S         M         T         W         T           1         2         3         4         5           8         9         10         11         12           15         16         17         18         19           22         23         24         25         26           29         30         31	6 7 13 14 20 21	1	2	3
4	5 Library Board Meets 4:30 p.m. Regular City Council Meeting 5:00 P.M.	6	7	8	9	10
11	12 Housing Authority Board Meets - Noon Park Board Meets 5:15 p.m.	13 BMU Commission Meets 4:00 p.m. DED Board Meets 11:30 a.m.	14	15 Community Outreach Meeting 5:30 p.m.	16	17
18	19	20	21	22	23 City Offices Close at Noon	24
25 Christmas Holida	26 y - Offices Closed	27	28	29	30	31