

**CITY COUNCIL AGENDA  
APRIL 17, 2023  
6:00 P.M.**

**CITY OFFICE BUILDING  
214 N. LAFAYETTE, MARSHALL, MO 65340**

1. Roll Call
2. Adoption of Agenda
3. Approve or Correct Regular Session Minutes of April 3, 2023 and Work Session Minutes of April 6, 2023
4. Business from the Audience – limited to 3 minutes per speaker. Any person, resident or non-resident, wishing to address the Council may approach the microphone and state their name, address and comments. Non-residents are invited to speak first, followed by residents of the city. Although we are readily available outside our formal meetings, this will be your only opportunity to offer your thoughts during this evening’s meeting as comments from the floor will not be taken during the regular meeting. Although certainly welcome, you are not required to stay for the remainder of the meeting and may exit the Council Chambers in a quiet and respectful manner.
5. Committee Reports
  1. Property, Finance, Budget and Audit Committee
  2. Community Development and Code Committee
  3. Public Relations and Public Safety Committee
  4. Municipal Services and Personnel Committee
  5. City Administrator’s Report
  6. Mayor’s Report
6. Discussion and Appropriate Follow Up
  1. Certification of Election Results
  2. Event Request – Saline County BBQ – June 3, 2023
  3. Event Request – Shopping Under the Sun – August 4 & 5, 2023
7. Ordinances
  1. Execute Emergency Management Agreement with Saline County, Missouri – Second Reading
  2. Grant the Empire District dba Liberty a Natural Gas Franchise – Second Reading
  3. Execute Agreement Between the City of Marshall and Englemeyer & Pezzani, LLC for the Provision of Legal Services – Tabled
  4. Establish a Code of Conduct for Elected Officials of the City of Marshall, Missouri – Tabled
  5. Authorize Board of Public Works to Execute a Contract with Burns & McDonnell Engineering Co., Inc.
  6. Appropriation
8. Unfinished Business
9. Adjourn Sine Die

**OATH OF OFFICE TO  
VINCENT LUTTERBIE, MAYOR  
JOHN ALLEN JR, COUNCIL MEMBER WARD I  
NATHAN SWISHER, COUNCIL MEMBER WARD II  
CHARLES GUTHREY, COUNCIL MEMBER WARD III  
STEVE COOK, COUNCIL MEMBER WARD IV  
BY CITY CLERK JULIE LEWIS**

**PRESENTATION OF CERTIFICATES OF ELECTION BY  
MAYOR VINCE LUTTERBIE**

1. Roll Call
2. Business from the Audience – limited to 3 minutes per speaker. Any person, resident or non-resident, wishing to address the Council may approach the microphone and state their name, address and comments. Non-residents are invited to speak first, followed by residents of the city. Although we are readily available outside our formal meetings, this will be your only opportunity to offer your thoughts during this evening’s meeting as comments from the floor will not be taken during the regular meeting. Although certainly welcome, you are not required to stay for the remainder of the meeting and may exit the Council Chambers in a quiet and respectful manner.
3. Grievance Board Election
4. Other Council Business
5. Adjourn

POSTED 4/14/2023  
3:30 P.M.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR OF THE CITY OF MARSHALL, MISSOURI, TO EXECUTE AN EMERGENCY MANAGEMENT AGREEMENT BETWEEN THE CITY OF MARSHALL, MISSOURI, AND SALINE COUNTY, MISSOURI**

**WHEREAS**, the City of Marshall and Saline County, Missouri (“County”), desire to continue to cooperate in providing emergency preparedness, response, recovery, and mitigation services to the citizens of the County and City by entering into a new emergency management agreement;

**WHEREAS**, the City of Marshall is currently the recipient of services from the County’s Emergency Management Department (“Department”);

**WHEREAS**, the Department has determined it necessary to issue an annual assessment to Saline County, Missouri, municipalities, including the City of Marshall, so that the Department may continue to provide the needed level of services in emergency and non-emergency situations; and

**WHEREAS**, the City desires to continue receiving said services from the Department.

**BE IT ORDAINED** by the Council of the City of Marshall, Missouri, as follows:

**Section 1.** The Mayor of the City of Marshall, Missouri, is hereby authorized to execute on behalf of said City an emergency management agreement with Saline County, Missouri, for the provision of emergency management services, and pursuant to said agreement the City shall pay to the County the sum of \$24,436.62 and such other sums, if any, as set forth in the agreement. Said sum is calculated by multiplying the 2020 Federal Census population figure for the City of Marshall of 13,806 by the requested \$1.77 per capita assessment.

**Section 2.** That this Ordinance shall be in full force and effect upon final passage and approval.

**PASSED** by the Council of the City of Marshall, Missouri, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
President

**APPROVED** by the Mayor \_\_\_ this day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor

**FILED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
City Clerk

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE GRANTING THE EMPIRE DISTRICT GAS COMPANY D/B/A LIBERTY, ITS SUCCESSORS AND ASSIGNS, A NATURAL GAS FRANCHISE AND THE AUTHORITY TO CONSTRUCT, OPERATE, MAINTAIN, AND EXTEND A NATURAL GAS DISTRIBUTION PLANT AND SYSTEM, AND GRANTING THE RIGHT TO USE THE STREETS, ALLEYS, AND OTHER PUBLIC PLACES WITHIN THE PRESENT OR FUTURE CORPORATE LIMITS OF MARSHALL, MISSOURI.

**BE IT ORDAINED** by the Council of the City of Marshall, Missouri, as follows:

**Section 1. Franchise Granted.** The City of Marshall, Missouri (hereinafter referred to as "Grantor" or "City") hereby grants a nonexclusive franchise to The Empire District Gas Company d/b/a Liberty (hereinafter referred to as "Grantee"), its lessees, successors, and assigns. Grantee is hereby granted the right, privilege, franchise, permission and authority to lay, construct, install, maintain, operate and extend in, along, over or across the present and future streets, alleys, avenues, bridges, public rights-of-way and public places as are now within the present or future limits of said Grantor, a natural gas distribution system and all facilities necessary for the purpose of supplying natural gas or processed gas for all purposes to the inhabitants of said Grantor and consumers in the vicinity thereof, and for the distribution of natural gas from or through said Grantor to points beyond the limits thereof. Such facilities shall include, but not be limited to, all mains, services, pipes, conduits and appliances necessary or convenient for transmitting, transporting, distributing and supplying natural gas for all purposes for which it may be used, and to do all other things necessary and proper in providing natural gas service to the inhabitants of Grantor and in carrying on such business.

**Section 2. Term.** The rights and privileges granted by this Ordinance shall remain in effect for a period of twenty (20) years from the effective date of this Ordinance.

**Section 3. Governing Rules and Regulations.** This Ordinance is granted subject to all conditions, limitations and immunities now provided for, or as hereafter amended, and applicable to the operations of a public utility, by state or federal law. The rates to be charged by Grantee for service within the present or future corporate limits of Grantor and the rules and regulations regarding the character, quality and standards of service to be furnished by Grantee shall be under the jurisdiction and control of such regulatory body or bodies as may, from time to time, be vested by law with authority and jurisdiction over the rates, regulations and quality and standards of service to be supplied by Grantee (currently, the Missouri Public Service Commission ("Commission")). Provided however, should any judicial, regulatory or legislative body, having proper jurisdiction, take any action that precludes Grantee from recovering from its customers any cost associated with services provided hereunder, then Grantee and Grantor shall renegotiate the terms of this Ordinance in accordance with the action taken, so as to allow Grantee to be made whole economically. In determining the rights and duties of the Grantee, the terms of this franchise Ordinance shall take precedence over any conflicting terms or requirements contained in any other Ordinance enacted by the Grantor.

If an energy supplier is unable to furnish an adequate supply of energy due to an emergency, an order or decision of a public regulatory body, or other acts beyond the control of the Grantee, then the Grantee shall have the right and authority to adopt reasonable rules and regulations limiting, curtailing or allocating extensions of service or supply of energy to any customers or prospective customers, and withholding the supply of energy to new customers, provided that such rules and regulations shall be uniform as applied to each class of customers or prospective customers, and shall be non-discriminatory as between communities receiving service from the Grantee.

**Section 4. Construction and Maintenance of Company Facilities.** Any pavements, sidewalks or curbing taken up and any and all excavations made shall be done in such a manner as to cause only such inconvenience to the inhabitants of Grantor and to the general public as is reasonably necessary; and repairs and replacements shall be made promptly by Grantee, leaving such properties in as good as condition as existed immediately prior to excavation.

Grantee agrees that for the term of this grant, it will use its best efforts to maintain facilities and equipment sufficient to meet the current and future energy requirements of Grantor, its inhabitants and industries. While maintaining its facilities and equipment, Grantee shall obtain permits as required by ordinance, except that in emergency situations, Grantee shall take immediate unilateral actions as it determines are necessary to protect the public health, safety, and welfare; in which case, Grantee shall notify Grantor as soon as reasonably possible.

Grantor will give Grantee reasonable notice of plans for street improvements where paving or resurfacing of a permanent nature is involved that affect Grantee's facilities. The notice shall contain the nature and character of the improvements, the rights-of-way upon which the improvements are to be made, the extent of the improvements and the time when the Grantor will start the work, and, if more than one right-of-way is involved, the order in which this work is to proceed. The notice shall be given to the Grantee a sufficient length of time, considering reasonable working conditions, in advance of the actual commencement of the work to permit the Grantee to make any additions, alterations, or repairs to its facilities.

**Section 5. Extension of Company Facilities.** Upon receipt and acceptance of a valid application for service, Grantee shall, subject to its own economic feasibility criteria, make reasonable extensions of its distribution facilities to serve customers located within the current or future corporate limits of Grantor.

**Section 6. Relocation of Company Facilities.** If Grantor elects to change the grade of or otherwise alter any street, alley, avenue, bridge, public right-of-way or public place for a public purpose, Grantee, upon reasonable notice from Grantor, shall remove and relocate its facilities or equipment situated in the public rights-of-way, if such removal is necessary to prevent interference and not merely for the convenience of the Grantor, at the cost and expense of Grantee. If Grantor orders or requests Grantee to relocate its facilities or equipment for the primary benefit of a commercial or private project, or as a result of the initial request of a commercial or private developer or other non-public entity, and such removal is necessary to prevent interference and not merely for the convenience of the Grantor or other right-of-way user, Grantee shall receive payment for the cost of such relocation as a precondition to relocating its facilities or equipment. Grantor shall consider reasonable alternatives in designing its public works projects so as not

arbitrarily to cause Grantee unreasonable additional expense in exercising its authority under this section. Grantor shall also provide a reasonable alternative location for Grantee's facilities. Grantor shall give Grantee written notice of vacating of a public right-of-way. Vacating of a public right-of-way shall not deprive the Grantee of its right to operate and maintain existing facilities, until the reasonable cost of relocating the same are first paid to the Grantee.

Any person or corporation desiring to move a building or other structure along, or to make any unusual use of any street, alley, avenue, bridge, public right-of-way or public place which shall interfere with the facilities or equipment of the Grantee, shall first give notice to the Grantor and the Grantee and pay a sum sufficient to cover the expense and damage incident to the moving of Grantee's facilities and equipment.

**Section 7. Confidential Information.** Grantor acknowledges that certain information it might request pursuant to this franchise may be of a proprietary and confidential nature. If Grantee requests that any information provided by Grantee to Grantor be kept confidential due to such proprietary or commercial value, Grantor and its employees, agents, and representatives shall maintain the confidentiality of that information, to the extent allowed by law. If Grantor is requested or required by legal or administrative process to disclose any such confidential information, Grantor shall promptly notify Grantee of such request or requirement so that Grantee may seek an appropriate protective order or other relief. Grantor shall use all reasonable efforts to ensure that the confidentiality of Grantee's confidential information is maintained.

**Section 8. Compensation and Consideration.** In consideration for the granting and exercise of the rights and privileges created hereunder, and in further consideration of the grant to the Franchisee of the right to make use of Public Right-of-Way, Grantee shall pay to the Grantor, during the entire life of the franchise, a sum equal to five percent (5%) of its Revenues. The fee prescribed herein shall be paid to the Grantor monthly, and the Grantee shall furnish to the Grantor a statement of Grantee's Revenues.

"Revenues" refer to and are those amounts of money which the Grantee receives from its customers within the Grantor's geographical limits or boundaries for the retail sale of gas under rates, temporary or permanent, authorized by the Commission and represents amounts billed under such rates as adjusted for refunds, the net write-off of uncollectible accounts, corrections or other regulatory adjustments. Revenues do not include any revenue derived from service supplied to the City or miscellaneous service charges, including but not limited to turn-ons, meter sets, non-sufficient funds, late fees and interest, which are related to but are not a part of the actual retail sale of gas.

Grantee may add a line-item surcharge to the monthly bills of each of its customers located within the geographical boundaries or limits of Grantor, which surcharge may be designated as a franchise fee, in an amount that is sufficient to recover the portion of the franchise fee paid by the Grantee to the Grantor that is attributable to the Revenue derived by Grantee from such customer.

The franchise fee provided herein, together with any charges of the Grantor for services provided by the Grantor to Grantee, and any applicable occupational license fees or sales, ad valorem or other taxes payable to the Grantor by the Grantee under applicable law, shall constitute the only

amounts for which Grantee shall be obligated to pay to the Grantor and shall be in lieu of any and all other costs, levies, assessments, fees or other amounts, of any kind whatsoever, that the Grantor, currently or in the future, may charge Grantee or assess against Grantee's property. The franchise fee herein contemplated shall be uniformly and equally applied to all natural gas and electric utilities, of like services or any other natural gas service that compete with the Grantee, such that Grantee will be excused from collecting and paying franchise fees and/or taxes if Grantee's competitors are not also required to do so.

The Grantor, through its duly authorized representative and at all times reasonable, shall have access to, and the right to inspect Grantee's books and records that are necessary to confirm the accuracy of the amount of the franchise fee being paid to the City.

**Section 9. Service to New Areas.** If during the term of this franchise the boundaries of the Grantor are expanded, the Grantor will promptly notify Grantee in writing of any geographic areas annexed by the Grantor during the term hereof ("Annexation Notice"). Any such Annexation Notice shall be sent to Grantee by certified mail, return receipt requested, and shall contain the effective date of the annexation, maps showing the annexed area and such other information as Grantee may reasonably require in ascertaining whether there exist any customers of Grantee receiving natural gas service in said annexed area. To the extent there are such customers therein, then the revenue of Grantee derived from the retail sale of natural gas to such customers shall become subject to the franchise fee provisions hereof effective on the first day of Grantee's billing cycle immediately following Franchisee's receipt of the Annexation Notice. The failure by the Grantor to advise Grantee in writing through proper Annexation Notice of any geographic areas which are annexed by the Grantor shall relieve Grantee from any obligation to remit any franchise fees to Grantor based upon revenues derived by Grantee from the retail sale of natural gas to customers within the annexed area prior to Grantor delivering an Annexation Notice to Grantee in accordance with the terms hereof.

**Section 10. Force Majeure.** It shall not be a breach or default under this franchise if either party fails to perform its obligations hereunder due to Force Majeure. Force Majeure shall include, but not be limited to, the following: 1) physical events such as acts of God, landslides, lightning, earthquakes, fires, freezing, storms, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery, equipment or distribution or transmission lines; 2) acts of others such as strikes, work-force stoppages, riots, sabotage, insurrections or wars; 3) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, executive order, or regulation promulgated by a governmental authority having jurisdiction; and any other causes, whether of the kind herein enumerated or otherwise not reasonably within the control of the affected party to prevent or overcome. Each party shall make reasonable efforts to avoid Force Majeure and to resolve such event as promptly as reasonably possible once it occurs in order to resume performance; provided, however, that this provision shall not obligate a party to settle any labor strike.

**Section 11. Hold Harmless.** Grantee, during the term of this Ordinance, agrees to save harmless Grantor from and against all claims, demands, losses and expenses arising directly out of the negligence of Grantee, its employees or agents, in the constructing, operating, and maintaining of distribution and transmission facilities or appliances of Grantee; provided, however, that

Grantee need not save harmless Grantor from claims, demands, losses and expenses arising out of the negligence of Grantor, its employees or agents.

**Section 12. Severability.** If any clause, sentence or section of this Ordinance is deemed invalid by any judicial, regulatory or legislative body having proper jurisdiction, the remaining provisions shall not be affected.

**Section 13. Non-waiver.** Any waiver of any obligation or default under this franchise shall not be construed as a waiver of any future defaults, whether of like or different character.

**Section 14. Repeal of Conflicting Ordinances.** This ordinance, when accepted by Grantee as provided below, shall constitute the entire agreement between the Grantor and the Grantee relating to this franchise and the same shall supersede all prior ordinances pertaining to this franchise agreement, and any terms and conditions of such prior ordinances or parts of ordinances in conflict herewith are hereby repealed.

**Section 15. Effective and Interpretation of Ordinance.** The captions which precede each section of this ordinance are for convenience in reference only and shall not be taken into consideration in the interpretation of any of the provisions of this ordinance.

**Section 16. Acceptance.** This Ordinance shall be a binding contract between the Grantor and Grantee, thirty-one days after its final passage and approval by Grantor if no petition is filed pursuant to Section 88.251, RSMo., or if a petition is filed under Section 88.251, RSMo., in proper form with the City Clerk, upon the approval by voters of the franchise or contract in accordance with applicable laws and regulations. This Ordinance shall further not be binding upon Grantee unless Grantee accepts the terms of this Ordinance by written instrument within sixty (60) days of passage by the governing body, and filed with the City Clerk of the City of Marshall, Missouri. The City Clerk shall sign and affix the community seal to acknowledge receipt of such acceptance, and return one copy to Grantee. If Grantee does not, within sixty (60) days following passage of this Ordinance express in writing its objections to any terms or provisions contained therein, or reject this ordinance in its entirety, Grantee shall be deemed to have accepted this ordinance and all of its terms and conditions.

**Section 17. Effective Date.** This Ordinance renews the non-exclusive franchise granted to Grantee by City on or about May 19, 2003, pursuant to City of Marshall Ordinance No. 7459, and shall become effective the earliest date upon which one of the following events occurs: the bill approving the franchise or contract is signed by the Mayor or person exercising the duties of the Mayor's office; the City Council overrides the Mayor's veto; or the conclusion of the next meeting of the City Council when the Mayor has neither signed nor vetoed the bill.

**Section 18. Notices.** Any notices required to be given hereunder shall be sent to the following:

If to Grantee: The Empire District Gas Company  
Attn: Matt Huber  
602 Joplin Ave.



Joplin, Missouri 64801

If to Grantor: City Clerk  
214 Lafayette  
Marshall, Missouri 65340

**PASSED** by the Council of the City of Marshall, Missouri, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
President

**APPROVED** by the Mayor \_\_\_\_ this day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor

**FILED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
City Clerk

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR OF THE CITY OF MARSHALL, MISSOURI, TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF MARSHALL AND ENGELMEYER & PEZZANI, LLC, FOR THE PROVISION OF LEGAL SERVICES.**

**BE IT ORDAINED** by the Council of the City of Marshall, Missouri, as follows:

**Section 1.** The Mayor of the City of Marshall, Missouri, is hereby authorized to execute on behalf of said City an agreement with Engelmeyer & Pezzani, LLC, for the provision of legal services and consultation as requested by the City from time to time, and in consideration of the work completed under said agreement by Engelmeyer & Pezzani, LLC, the City shall pay Engelmeyer & Pezzani, LLC, such rates and sums as are specified in the agreement, at such time or times as required by the agreement.

**Section 2.** This Ordinance shall be in full force and effect upon final passage and approval.

**PASSED** by the Council of the City of Marshall, Missouri, this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
President

**APPROVED** by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor

**FILED** this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
City Clerk

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE ESTABLISHING A CODE OF CONDUCT FOR ELECTED OFFICIALS OF THE CITY OF MARSHALL, MISSOURI.**

**WHEREAS**, the City Council of the City of Marshall, Missouri, desires to establish certain standards of conduct for elected officials involved in the activities of the City and enact policies that further implement those standards of conduct.

**BE IT ORDAINED** by the Council of the City of Marshall, Missouri, as follows:

**Section 1.** The City Council of the City of Marshall, Missouri, hereby adopts the Elected Officials Code of Conduct as attached in Exhibit A, which is by this reference incorporated herein and made a part of this ordinance.

**Section 2.** All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

**Section 3.** This ordinance shall be in full force and effect after its passage by the Council and approval by the Mayor.

**PASSED** by the Council of the City of Marshall, Missouri, this \_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
President

**APPROVED** by the Mayor this \_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor

**FILED** this \_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
City Clerk

## City of Marshall

### Elected Officials Code of Conduct

The purpose of this Code of Conduct ("code") is to define the role of elected officials ("officials") in the governance of the City of Marshall. This code consists of policies and rules intended to advance the City's goals of providing efficient and high-quality services to its residents and of providing a safe and productive work environment for its employees.

The City of Marshall is a duly incorporated Third Class Missouri municipality consisting of the Mayor, City Council, and City Administrator. The City Administrator is charged with implementing the policies set by the City Council and is charged with administering the day-to-day affairs of the City with the assistance of his/her staff. This code establishes rules that contribute to the success of this basic structure and to maintaining positive and effective working relationships between elected officials and employees.

This code addresses selective aspects of the governance of the City and supplements but does not supplant other laws and rules that prescribe the legal responsibilities of City elected officials. Those include, among others, the State of Missouri Constitution, various provisions of the Missouri Revised Statutes, federal laws prohibiting discrimination and harassment, and the provisions of the City's own Municipal Code. Elected officials should be familiar with these laws to ensure that they exercise their responsibilities properly.

It is not possible for a code of this kind to anticipate and provide a rule of conduct for all situations. Therefore, elected officials are expected to manage their behavior in a manner consistent with the rules that follow, respect the chain of command and behave within the bounds of their authority. It is also expected that officials will treat each other, City employees, and residents with courtesy and respect.

*Policies governing the conduct of officials are listed in the following section. Accompanying each policy is a set of rules that give specific application to the policy. In italics following each rule is an explanation of the rule and guidance for interpreting and applying the rule.*

#### **Policy A:**

**Elected Officials shall deal with City employees solely through the Mayor and/or City Administrator.**

#### Rules:

Rule (1): Officials shall not direct, order or make demands on any City employee, other than inquiries that can be answered routinely and without research.

*City staff is organized in a hierarchical structure and City employees work under the direction and control of several layers of management culminating with the City Administrator. Individual elected officials are not part of that management structure and have no authority to direct employees. When an official attempts to give an employee direction, the employee is put in an awkward position and the management structure is undermined. In some cases, such actions have the potential for liability. Officials are not authorized directly to give work assignments to employees, including department heads. Employees are instructed not to take directions or work assignments from officials and to report any such attempts to their department head. An official may ask a routine question of staff; beyond that, concerns about work assignment should be addressed to the Mayor and/or the City Administrator.*

Rule (2): Officials shall not attempt to reorganize an employee's priorities or influence the manner by which City staff performs their assigned functions or duties.

*City employees are directed in their everyday tasks by their immediate supervisor in accordance with approved work plans. Interference with an employee's work routine, priorities or decision-making processes by an official creates confusion and stress and places the employee in the difficult position of either disregarding his or her assigned work or appearing to disrespect the official's wishes. All requests for work or research should be directed to the City Administrator. From time to time an official may believe that a problem must be looked into immediately and is tempted to direct an employee to drop everything and focus on that problem. Officials must, however, communicate their concern to Mayor and/or the City Administrator.*

Rule (3): Officials request for information or special reports shall be made by a majority vote of the City Council, or when applicable to Council subcommittees. All requests will be directed to the City Administrator. If an official wants public information independently of the City Council or subcommittee the request must be made independently by submitting a "Request for Public Record" form at their own expense. A copy of the request will be forwarded to the Mayor and to the City Council.

*Elected officials are an oversight governing body for the City and from time to time need additional information or reports to help make educated decisions and policies. It is imperative that officials work together in a transparent process when performing their duties. It is impractical and causes frustration and confusion for the staff if officials act independent of the Council and organizational structure. Maintaining a structured open process ensures that all officials have the same information and eliminates undue pressure on City staff.*

Rule (4): Officials shall not retaliate or threaten to retaliate against employees as a result of disagreements over policy recommendations.

*It is critical to the success of the City that its employees enjoy a workplace free of the fear of retaliation. The City takes great pride in its creativity and its receptivity to new and different ideas; an open and nonjudgmental atmosphere fosters creativity where candor is not penalized. City employees are hired to offer their professional judgments and opinions. Officials are certainly free to disagree with those judgments; indeed, those officials ultimately may have the final word. But those disagreements must not extend to threats or generate fear of reprisal. Officials enjoy substantial influence within City Hall; this authority must not be exercised in a manner that intimidates staff and degrades morale with resulting damage to the fabric of the organization.*

Rule (5): Officials shall not threaten a City employee with disciplinary action.

*If an official is concerned about the performance of a City employee, that concern should be expressed privately to the City Administrator. Such criticisms can then be addressed in accordance with the City's personnel rules, in a manner that protects the employee's rights and protects the City's authority to properly discipline its employees. It is never acceptable for an official to directly threaten disciplinary action of any kind, and rarely, if ever, is it appropriate to publicly criticize an employee. Officials should certainly have high expectations of employees' work performance; but there is no room in the City organization for public humiliation of any person.*

## **Policy B.**

**Officials shall act collectively in a properly noticed and constituted meeting; officials have no authority to make decisions or take actions on behalf of the body unless expressly authorized to do so.**

Rules:

Rule (1) Officials shall not make representations or promises to any third party regarding the future actions of the City or of the body of which they are a member, unless the appropriate body has duly authorized such representation or promise.

*When officials engage in conversations with residents, applicants, developers, lobbyists and officials of other governmental agencies, they should be cautious not to make representations or promises that they cannot legally make or keep. Future actions of a legislative body cannot be promised or predicted with certainty. Individual officials do not have authority to make commitments on behalf of the City unless expressly authorized to do so by the body of which they are a member.*

Rule (2) When making public utterances, officials shall make it clear whether they are authorized to speak on behalf of the body of which they are a member or whether they are presenting their own views.

*Officials occasionally speak before other public bodies, neighborhood groups or to the press. When doing so, they should always make it clear whether they are presenting their own point of view or whether they have been authorized by the body of which they are a member to present a particular view. They should be clear in all oral and written utterances whether they are using their title for identification purposes or because they are speaking in an official capacity.*

Rule (3) Officials shall not interfere with the implementation by City staff of approved projects and programs.

*The City Administrator cannot function effectively if he or she receives inconsistent direction from individual Council members or is not given the support and independence necessary to exercise general superintending control of the administration and management of the government business, officers and employees of the City. Questions and/or concerns regarding the priorities of the City government shall be brought to the attention of the Mayor.*

*The City Administrator is charged with the implementation of approved projects or programs. The members of the City Council must avoid interfering with or directing the City Administrator's method of carrying out the Council's approved projects or programs, even if the project or program was conceived and initiated by an individual Council member.*

*Once a project or program receives Council approval, it is an official activity of the City, not of any individual Council member. Officials do not have authority and should refrain from giving directions or instructions to City contractors or consultants working on City projects or programs.*

Rule (4) Officials shall not publicly disparage final majority decisions of the City Council. Once an ordinance has been voted upon, it becomes an official activity of the City. As such final decisions of the City Council should be treated with respect to the authority of the duly elected governing body.

*Voicing one's opinion to fellow councilmembers prior to a final decision of Council is appropriate and often necessary in order to arrive at a balanced decision on a given matter. However, once a matter has been settled by a vote of the majority it becomes the official stance of the City. As such continually voicing disapproval or publicly attacking one's fellow Councilmembers or their positions serves only serves to create a*

*climate of distrust and contention. Such a climate erodes public trust and interferes with conducting Council business in a professional and orderly manner.*

**Policy C.**

**City resources shall be used solely for proper governmental purposes and only with proper authorization.**

**Rules:**

Rule (1): City letterhead may be used by officials for official City business.

*City letterhead must be used with care to avoid misunderstandings. Letterhead may be used to communicate official City policy or actions. It is also routinely used by officials to respond to inquiries or communicate their individual opinions, in which event the author should be clear about whose view is being presented. City letterhead may be used by other City officials (board and commission members) only for transaction of official City business.*

Rule (2): Officials shall not use or disclose information obtained while serving in their official capacity for improper or illegal purposes.

*Officials often acquire information in performing their duties that is not generally available to the public, including information received in closed sessions. Sometimes this information is confidential or highly sensitive. Information that is not generally available to the public must remain confidential and be used only for the purposes for which it was divulged. In particular, this information can never be used for personal gain.*

**Policy D.**

**When representing the City, officials shall conduct themselves in a dignified manner and in accordance with all legal requirements.**

**Rules:**

Rule (1): When representing the City on official business, elected officials shall behave responsibly and in a manner that will project a positive image of the City.

*Whenever an official is representing the City, in or out of their jurisdiction, the official is "on duty" and should behave in a manner that will reflect well on the City. When out of town or at social events there is a temptation to behave more informally than one might in City Hall, which can lead to awkward or embarrassing situations and in extreme cases*



*to improper or illegal behavior. When at government, civic, or political functions, officials should avoid drinking alcohol to excess or behaving in a manner which has the potential to have a negative impact on the image of the City.*

Rule (2): Members of the City Council must preserve order and decorum in all sessions/meetings of the governing body. The members shall neither by conversation or otherwise delay or interrupt the proceedings or the peace of the meeting nor disturb any member while speaking or refuse to obey the orders of the City Council or its presiding officer.

#### Code of Conduct Violations

In the case that an elected or appointed official has been accused of violating of any policy or rule of conduct adopted by the City of Marshall, the disciplinary authority shall be the City Council. The City Council retains their respective ultimate authority in such matters and may determine to act as the disciplinary authority within the constraints of the Missouri Revised Statutes and the Code of Ordinances of the City of Marshall.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING AND DIRECTING THE BOARD OF PUBLIC WORKS OF MARSHALL, MISSOURI, TO EXECUTE A CONTRACT WITH BURNS & MCDONNELL ENGINEERING CO., INC.**

WHEREAS, the City of Marshall ("City"), by and through its Board of Public Works, d/b/a Marshall Municipal Utilities ("MMU") and Burns & McDonnell Engineering Co. Inc., desire to enter a contract known as Task Order No. 2 for the provision of engineering services for MMU's Wastewater Collection System.

**BE IT ORDAINED** by the Council of the City of Marshall, Missouri, as follows:

**Section 1.** The City Council of the City of Marshall, Missouri, hereby approves the execution by MMU and its General Manager, or his designee, of Task Order No. 2 with Burns & McDonnell Engineering Co., Inc. for the provision of engineering services for MMU's Wastewater Collection System, and other work as specified in said contract. The contract price for the said contract shall be One Hundred Thousand Five Hundred and 00/100ths Dollars (\$100,500.00), and such other sums as may be set forth in said contract.

**Section 2.** This Ordinance shall be in full force and effect upon final passage and approval.

**ADOPTED** by the Council of the City of Marshall, Missouri, this \_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
President

**APPROVED** by the Mayor this \_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor

**FILED** this \_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
City Clerk

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE MAKING THE APPROPRIATION FOR THE PAYMENT OF ACCOUNTS OUT OF THE DIFFERENT CITY FUNDS.

BE IT ORDAINED by the Council of the City of Marshall, Missouri, as follows:

SECTION I. There is hereby appropriated out of the different funds as follows:

GENERAL FUND	\$ 153,921.55
SANITATION FUND	130,078.11
LIBRARY FUND	193,650.01
BAND FUND	483.83
PARK FUND	34,224.01
CITY OFFICE/REVITALIZATION STREET FUND	31,999.64
AIRPORT OPERATING FUND	6,116.02
TOURISM	1,050.00
MARTIN COMMUNITY CENTER HAB CENTER FUND	4,808.65
PARK CAPITAL IMPROVEMENT	2,277.50
SOUTH ODELL SEWER AMERICAN RESCUE PLAN	
WATER OPERATING FUND	\$ 624,389.30
ELECTRIC OPERATING FUND	1,542,912.61
SEWER REVENUE FUND	306,076.22
INTERNET OPERATING FUND	98,154.77
NATURAL GAS OPERATING FUND	2,766.16
ELECTRIC CONSUMER DEPOSIT FUND	-
SEWER EQUIPMENT FUND	-
WATER SEGREGATED	-

SECTION II. The City Clerk is hereby instructed to make out warrants in favor of the respective parties set out in the hereto attached lists and when said warrants are properly signed to deliver them to the proper parties.

PASSED by the City Council of the City of Marshall, Missouri, this 17th day of APRIL, 2023.

\_\_\_\_\_  
President of the City Council

APPROVED by the Mayor of the City of Marshall, Missouri, this 17th day of APRIL, 2023.

\_\_\_\_\_  
Mayor

FILED this 17th day of APRIL, 2023.

\_\_\_\_\_  
City Clerk