

TENTATIVE AGENDAREGULAR CITY COUNCIL MEETING
SIKESTON CITY HALLMonday, February 24, 2020
7:30 A.M.

- I. CALL TO ORDER
- II. RECORD OF ATTENDANCE
- III. OPENING PRAYER
- IV. PLEDGE OF ALLEGIANCE
- V. ITEMS OF BUSINESS
 - A. 2nd Reading & Consideration, Bill #6182, Allowing the Use of Fireworks in the City of Sikeston
 - B. Appointment to Scott County Extension Council
 - C. Resolution 20-02-01, Surplus of K-9 Unit
 - D. Amending Sikeston Public Housing Authority Supplemental Police Services
 - E. 1st Reading, Bill #6183, Request for the Abandonment of John and Inez Avenues in the City of Sikeston
 - F. 1st Reading, Bill #6184, Request to Rezone Lots 1-15 in Block 2 and all of Block 1 in Felker-Sharp Addition from "R-1" Single Family Residential to "C-3" Highway Commercial
 - G. 1st Reading, Bill #6185, Request to Replat Lots 1-15 in Block 2 and all of Block 1 in Felker-Sharp Addition
 - H. VFW Ballpark Lease & Management Care Contract Renewal
 - I. Other Items As May Be Determined During the Course of the Meeting
- VI. ADJOURNMENT

Dated this 19th day of February 2020Rhonda Council

Rhonda Council, Deputy City Clerk

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

Council Letter

Date of Meeting: 20-01-27

Originating Department: City Manager

To the Mayor and City Council:

Subject: Fireworks

Attachment(s):

1. Bill #6166

Action Options:

1. 2nd Reading & Consideration of Bill Number 6166
2. Other Action Council May Deem Necessary

Background:

The Sikeston City Code currently contains a blanket prohibition on the sale and use of fireworks inside the city limits. The Mayor has asked the Council to consider Bill #6166, which would allow the sale of fireworks within city limits, but not their use.

Staff seeks Council's approval of this bill.

BILL Number 6182

ORDINANCE Number 6182

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6182 AND SHALL AMEND ARTICLE IV, CHAPTER 210, OF THE CITY CODE ESTABLISHING OFFENSES WITHIN THE CITY OF SIKESTON, MISSOURI.

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

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

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

- A. It is unlawful for any person to willfully discharge (fire, light, ignite, shoot off, set off, use, burn, or explode) any firecrackers, fireworks, torpedoes, bombs, rockets, pinwheels, Roman candles, or other fireworks of like kind or nature within the City, except during the following periods:
 1. June 27 to July 3 between the hours of 10 a.m. and 10 p.m.
 2. July 4 between the hours of 10 a.m. and midnight
 3. December 31 from 10:00 a.m. until January 1 at 12:30 a.m.
- B. No person shall sell or expose for sale any fireworks, firecrackers, torpedoes, bombs, rockets, pin wheels, Roman candles, or other fireworks of like kind or nature within the City, without holding a valid business license from the City and any applicable license(s) or permit(s) from State and/or Federal agencies.
- C. The discharge of fireworks during allowed time periods shall be prohibited on private property without the property owner's permission.
- D. The discharge of fireworks shall be prohibited in City parks or upon public rights-of-way or other public property, unless expressly permitted per Section 210.560(H).
- E. The discharge of fireworks shall be prohibited at all times during any burn ban declared by the City or County.
- F. The sale, launching or flying of sky lanterns, fire balloons, or similar devices shall be prohibited at all times.
- G. It shall be unlawful for any individual under seventeen (17) years of age to purchase, possess, or discharge any fireworks unless under the direct supervision of a parent or guardian.
- H. The discharge of fireworks during any time period or in any manner not permitted by this section shall at all times be prohibited within the City unless a permit shall first have been secured from the Department of Public Safety authorizing such activity at a given place and time.

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

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

SECTION V: Record of Passage:

- A. Bill Number 6182 was introduced and read the first time this 3rd day of February, 2020.
- B. Bill Number 6182 was read the second time and discussed this 24th day of February, 2020, and voted as follows:

Williams _____, Evans _____, Merideth _____,
Self _____, Sparks _____, Settles _____,
Burch _____, thereby being
_____,
becoming ordinance 6182.

- C. Ordinance 6139 shall be in full force and effect from and after the 25th day of March, 2020.

Steven H. Burch, Mayor

Approved as to form
Tabatha Thurman, City Counselor

Seal / Attest:

Carroll Couch, City Clerk

Council Letter

Council Letter: 20-02-24

Originating Department: Department of Governmental Services

To the Mayor and City Council:

Subject: Appointment to Scott County Extension Council

Attachments:
None

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

Background:

On January 26th of this year, Susan Howle Werner was reappointed to this board but is unable to fill this obligation. The two applications we have on file are citizens of Sikeston, but not in Scott County. We received an application from Matt Deane who resides at 205 W. Wakefield who would like to serve on this Council. Staff seeks Council's authorization to appoint Matt Deane to the Scott County Extension Council. This appointment becomes effective March 2, 2020 and expires February 28, 2022.

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

Council Letter

Date of Meeting: 20-02-24

Originating Department: Department of Public Safety

To the Mayor and City Council:

Subject: Surplus of DPS Vehicle and Havis K-9 Containment Unit

Attachments:

1. Resolution #20-02-01, Surplus of K-9 Unit

Action Options:

1. Approval of Resolution 20-02-01
2. Other action Council may deem appropriate.

Background:

Certain vehicles and equipment in the City's inventory, due to their age or state of disrepair, can no longer adequately perform the day-to-day operations of the City. The City of Sikeston seeks to remove such items from its inventories to maximize its operations, and to provide a safe and efficient environment for its employees.

RESOLUTION 20-02-01

A RESOLUTION OF THE CITY OF SIKESTON, MISSOURI DECLARING CERTAIN EQUIPMENT, VEHICLES AND ITEMS IN THE CITY'S INVENTORY TO BE SURPLUS PROPERTY AND AUTHORIZING ITS DISPOSAL.

WHEREAS, Certain equipment, vehicles and items in the City's inventory, due to its age or state of disrepair can no longer adequately perform the day-to-day operations of the City; and

WHEREAS, the City of Sikeston seeks to remove such items from its inventories to maximize operations, and while providing a safe and efficient environment for its employees.

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

All of the items enumerated below are hereby declared surplus and the City Manager is directed to proceed with the removal of these items from City inventories by sale at public auction, sale by sealed bid, or when the item is no longer usable, by disposal.

Vehicles:

1. 2013 Chevrolet Tahoe VIN # 1GNLC2E008DR175808
2. Havis K-9 Containment Unit with added Radiotronics pop-n-lock unit.
(No serial number available)

Read this 24th day of February, 2020, discussed and voted as follows:

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

Steven Burch, Mayor

Approved as to Form:
Tabatha Thurman, City Counselor

ATTEST:

Carroll Couch, City Clerk

Council Letter

Council Letter: 20-02-24

Originating Department: Administrative Services Department

To the Mayor and City Council:

Subject: Amendment to the Memo of Understanding with the Sikeston Public Housing Authority for Supplemental Police Services dated September 24, 2019

Attachments:

1. Correspondence from the Housing Authority Board
2. Proposed Amendment to the Memo of Understanding with the Sikeston Public Housing Authority
3. The current Memorandum of Understanding

Action Options:

1. Approve the Amendment to the Memo of Understanding as presented
2. Other action as Council may deem appropriate.

Background:

The City of Sikeston entered into a memorandum of understanding with the Sikeston Public Housing Authority to reimburse the City for supplemental police services. Originally, the agreement included salary, FICA, the City's cost for employee benefits such as health and life insurance, workers compensation insurance, retirement, and annual uniform allowance. This agreement modifies the reimbursable costs to include salary only.

In Fiscal Year 2019, the City received compensation of \$74,669.33. For the first six months of Fiscal Year 2020 the amount received was \$33,198.54. The new arrangement will produce \$19,580 per year.

Housing Authority of the City of Sikeston

360 ALLEN BLVD. • P.O. BOX 829 • SIKESTON, MISSOURI 63801

DOUG FRIEND
EXECUTIVE DIRECTOR

PHONE (573) 471-3012
TDD 1-800-545-1833, EXT. 890
FAX (573) 471-2895

January 14, 2020

TO: Mayor Steven Burch, City Council Members, and City Manager Jon Douglass

FROM: John Leible, Chairman of the Board of Commissioners Sikeston Housing Authority

RE: Amendment to Article IV of the Memo of Understanding for Supplemental Police Services

The Sikeston Housing Authority appreciates the professionalism, cooperation and service that the Department of Public Safety has provided through the aforementioned agreement. The Board and staff universally agree that the conduct of the officers that have served as our primary liaison through the history of this agreement have been instrumental in assisting our efforts in providing enhanced enforcement for the betterment of our tenants and our property maintenance.

However, as the federal budget has fluctuated throughout the last several years, we find that the appropriations that support our operational subsidy are not consistently funded to levels that allow us to achieve all our staffing, tenant support, maintenance and operations goals. Therefore, staff is charged with annually reviewing options to redirect resources that will serve to achieve our primary mission of providing affordable housing to citizens of the community.

At this time, the Board of Commissioners would request that Article IV "Compensation to the City" be amended to provide for only 20 hours of applicable reimbursement for the service of the dedicated officer per week, or 40 hours per pay period.

With agreement of the City Council, the Board would like for the amendment to be effective beginning with the first pay period in February. Should you have any questions, please do not hesitate in contacting Doug Friend, Executive Director at 573-471-3012.

Once again, the Board of Commissioners and I appreciate all the services provided by the City of Sikeston and the Department of Public Safety.



**CITY OF SIKESTON AND SIKESTON HOUSING AUTHORITY
MEMORANDUM OF UNDERSTANDING
FOR PROVISION OF SUPPLEMENTAL POLICE SERVICES**

WHEREAS, the City of Sikeston (hereinafter called the "City") and Sikeston Housing Authority (hereinafter called the "Authority") entered into a Memorandum of Understanding on September 24, 2019 for the provision of specific police services associated with the Authority's security programs, and

WHEREAS, the Authority desires to amend the Memorandum of Understanding, Article IV Compensation to the City.

NOW, THEREFORE, The City and Authority agree to the amendment of Article IV D. as follows:

**ARTICLE IV
Compensation to the City**

D. The requested amount for reimbursement shall include 20 hours per week, with said hourly rate to be based upon the compensation of a public safety officer with three (3) years of experience.

Said Memorandum of Understanding to be effective the first pay period in February.

Dated this 3rd day of February, 2020.

ATTEST:

Doug Friend
Executive Director
Housing Authority of the City of Sikeston

ATTEST:

Carroll L. Couch
City Clerk
City of Sikeston

John Leible
Board Chairman
Housing Authority of the City of Sikeston

Steven H. Burch
Mayor
City of Sikeston

**CITY OF SKESTON & SKESTON HOUSING AUTHORITY
MEMORANDUM OF UNDERSTANDING
FOR PROVISION OF SUPPLEMENTAL POLICE SERVICES**

This memorandum of understanding, made and entered into this 24th day of SEPTEMBER 2018 by and between the Housing Authority of the City of Skeston (hereinafter called the "Authority") and the City of Skeston, (hereinafter called the "City") is for the provision of specific police services associated with the Authority's security programs.

WHEREAS, the Authority desires to enter into this memorandum of understanding with the City for additional police services to create a drug-and crime-free environment and to provide for the safety and protection of the residents in its public housing developments; and

WHEREAS, the City, by and through its Department of Public Safety, desires to assist in the effort by providing effective police services at all Authority locations;

NOW, THEREFORE, the Authority and the City agrees as follows:

**ARTICLE I
Scope of Services**

SECTION ONE: SERVICES PROVIDED BY THE CITY

The City agrees that the services rendered by the designated Housing Authority Public Safety Officer are in addition to baseline police services. The City agrees that it will not reduce its current level of police services to the public housing developments, particularly in the areas of community policing, patrol, criminal investigations, records, dispatch, and special operations.

The duties and extent of services of the designated Housing Authority Public Safety Officer shall include, but shall not be limited to:

- A. The City, by and through its Department of Public Safety, will provide a minimum of one (1) Public Safety Officer to perform specialized patrols to enforce all state and local laws, and to assist in the enforcement of Housing Authority Rules. Public Safety Officers shall at all times remain part of, subject to, and in direct relationship with the Department of Public Safety's chain of command, and under the Department's rules, regulations, and standard operating procedures.
- B. The City agrees that the designated Housing Authority Public Safety Officer will assist the Authority, when requested, by appearing as witnesses in the Authority's administrative grievance procedure, civil dispossessory hearings, or other civil or court proceedings where the issue includes criminal conduct in, or near, public housing developments involving any resident, member of the resident's household, or any guest of a resident or household member.

- C. The City agrees that the designated Housing Authority Public Safety Officer will be provided with the necessary basic equipment to reasonably perform the police duties necessary in this position.
- D. The City agrees that the designated Housing Authority Public Safety Officer will work as a Liaison, to work in concert with the Executive Director of the Authority, or his/her designee. In fulfilling this assignment, the officer should:
 - 1. Coordinate the dissemination and processing of public safety reports to the Authority as needed, to include police and fire reports for Authority owned, or controlled, properties; as well as ensuring daily dispatch (CAD) logs are provided to the Executive Director on a routine basis (preferably daily, when able).
 - 2. Establish lines of communication between the Authority and the City, including the Department of Public Safety, including officer making direct contact with Authority Staff a minimum of 2-3 times a week; understanding that exceptions may be necessary due to staffing, vacations, etc.
 - 3. Assist in addressing concerns brought forth by the City, the Authority, or other community members.
 - 4. Assist in providing community training to residents, when requested, or as needed.
- E. The City will at all times provide supervision, control, and direction of work assignments of police personnel, including all disciplinary actions.
- F. The City agrees that any designated Housing Authority Public Safety Officer shall maintain required Peace Officer Standards and Training certification, and any other certification or training deemed necessary by the City.

SECTION TWO: SERVICES PROVIDED BY THE AUTHORITY

A. The Authority shall reserve the right to reasonably request the Department of Public Safety to replace any designated Housing Authority Public Safety Officer for the following reasons:

1. Neglect or non-performance of duties;
2. Disorderly conduct, use of abusive or offensive language, or fighting;
3. Criminal activity;
4. Selling, consuming, possessing, or being under influence of intoxicants, or illegal substances, while on duty as Housing Authority Public Safety Officer;
5. Inadequate punctuality or attendance; or
6. Substantiated complaints, or grievances, from public housing residents or management.

The Authority agrees that written enumeration of the reasons for replacement request shall be provided to the City, which should also include any documentation and witnesses to alleged activity.

B. The Authority shall provide the City with any applicable Authority rules and regulations necessary for proper function as Housing Authority Public Safety Officer.

ARTICLE II Enforcement of Rules and Regulations

A. The City, through its Department of Public Safety, is hereby empowered to enforce the following authority rules and regulations, in addition to city, state, and federal law:

1. Unauthorized visitors in unoccupied structures of the Authority shall be removed
2. Unauthorized visitors creating disturbances or otherwise interfering with the peaceful enjoyment of lessees on Authority property shall be removed.
3. Unauthorized visitors destroying, defacing, or removing Authority property shall be removed and/or criminal enforcement actions shall be taken.

With regard to the foregoing rules and regulations, the City's public safety officers are hereby authorized to give criminal trespass warnings to any persons found in violation of said rules or regulations. Those served with trespass warnings may be arrested and prosecuted for entry on property or premises after warning has been served.

- B. The City, through its Department of Public Safety, is hereby empowered to enforce the following Authority rule or regulation:

The tenant and any visitors to Authority property and premises shall refrain from, and shall cause their households to refrain from parking vehicles in any area other than Authority designated parking areas.

Vehicles found in violation of the foregoing rule are subject to be removed by public safety officers, pursuant to established City procedure for impounding vehicles.

- C. The City, through its public safety officers, is hereby empowered to enforce such additional Authority rules and regulations, and perform such other duties as shall be specified in any addenda attached hereto, or incorporated herein now or in the future.
- D. Nothing herein contained shall be construed as permitting or authorizing public safety officers to use any method, or to act in any manner, in violation of law or of their sworn obligation as public safety officers.

ARTICLE III

Communications, Reporting, and Evaluation

- A. The City agrees that the Authority will have unrestricted access to all public information which in any way deals with criminal activity in any of the Authority's communities. It is further agreed that the Department of Public Safety will provide the Authority with copies of incident reports, arrest reports, or other public documents, which substantiate actual or potential criminal activity in, or connected with, the public housing developments, as allowed by Federal, State, and/or local laws or regulations. These documents shall be provided to the Authority on a regular basis, preferably within 15 business days of such activity, so long as providing the report will not negatively impact the scope of the investigation, or reduce the effectiveness of any law enforcement operation(s). It is understood that reports may need to have information redacted for the privacy of parties involved.
- B. The City agrees that the designated Public Safety Housing Authority Officer shall notify the Authority of any trespass warnings issued to individuals, as well as any vehicles towed from Authority property.
- C. The City's Department of Public Safety agrees to make an attempt to relay to the Executive Director, or his/her designee, any information related to any major crime or incident that occurs on Authority property, preferably prior to media notification, or as soon as feasibly possible.

ARTICLE IV
Compensation to the City

- A. All compensation to the City will be made on a reimbursement basis.
- B. The City will provide the Authority with a monthly itemized bill for reimbursement of expenses.
- C. The Authority shall reimburse the City on a monthly basis, pursuant to the itemized statement.
- D. The requested amount for reimbursement shall include the designated Public Safety Officer's salary and fringe benefits, to include, but not limited to: Salary, overtime, leave time, FICA, Medicare, employer's portion of health insurance, life insurance, workers compensation insurance, retirement, and annual uniform allowance.
- E. All requests for reimbursement are subject to the approval of the Executive Director, or his/her designee, and the Authority shall thereafter make payment of the approved amount within thirty (30) days of receipt of the request for reimbursement.

ARTICLE V
Term of Memorandum of Understanding

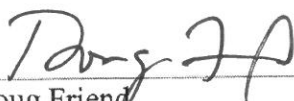
The term of this memorandum of understanding shall be for five (5) years beginning on the date approved by both parties.

ARTICLE VI
Termination of Memorandum of Understanding

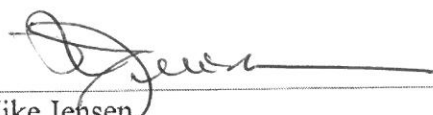
Either party may terminate this memorandum of understanding upon the provision of thirty (30) days written notice, delivered via Certified Mail.

Agreement to this Memorandum of Understanding

ATTEST:




Doug Friend
Executive Director
Housing Authority of the City of Sikeston




Mike Jensen
Board Chairman
Housing Authority of the City of Sikeston

ATTEST:



Carroll Couch
City Clerk
City of Sikeston



Steven H. Burch
Mayor
City of Sikeston

Council Letter

Date of Meeting: 20-02-24

Originating Department: Public Works Department

To the Mayor and City Council:

Subject: 1st Reading, Bill # 6183, Abandonment of John & Inez Avenues

Attachment(s):

1. Bill # 6183
2. Plat

Action Options:

1. 1st Reading and Briefing only. Council action will be requested on March 2, 2020.
2. Other action Council may deem appropriate

Background:

Staff received a request from Lambert Engineering on behalf of Mitch Cornman, for the abandonment of John and Inez Avenues, in the City of Sikeston, Scott County, Missouri. The streets were never developed. The owner is wishing to rezone and replat for future use of the area.

The Planning and Zoning committee met February 11, 2020 and passed a favorable recommendation to approve the abandonment request.

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6183 PROVIDING FOR APPROVAL OF THE ABANDONMENT OF JOHN AVENUE AND INEZ AVENUE IN THE FELKER-SHARP ADDITION TO THE CITY OF SIKESTON, SCOTT COUNTY, MISSOURI.

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

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

SECTION II: The Planning and Zoning Commission met on February 11, 2020 and passed a favorable recommendation to approve the abandonment of John Avenue and Inez Avenue in the Felker-Sharp Addition to the City of Sikeston, Scott County, Missouri.

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

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

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

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

SECTION VII: Record of Passage

A. Bill Number 6183 was introduced and read the first time this 24th day of February 2020.

B. Bill Number 6183 was read the second time and discussed on this 2nd day of March 2020 and was voted as follows:

Self_____, Evans_____, Settles_____

Merideth_____, Sparks_____, Williams_____

and Burch_____

thereby being _____, and becoming ordinance 6183.

C. Ordinance 6183 shall be in full force and effect from and after Wednesday, April 1, 2020.

Steven Burch, Mayor

Approved as to form
Tabatha Thurman, City Counselor

Seal / Attest:

Carroll Couch, City Clerk

Council Letter

Date of Meeting: 20-02-24

Originating Department: Public Works Department

To the Mayor and City Council:

Subject: 1st Reading, Bill # 6184, Authorization to Rezone

Attachment(s):

1. Bill # 6184
2. Plat

Action Options:

1. 1st Reading and Briefing only. Council action will be requested on March 2, 2020.
2. Other action Council may deem appropriate

Background:

Staff received a request from Lambert Engineering on behalf of Mitch Cornman, to rezone All of Lots 1 through 15 in Block 2, All of Block 1, All in Felker-Sharp Addition from "R-1" Single Family Residential to "C-3" Highway Commercial in the City of Sikeston, Scott County, Missouri.

The Planning and Zoning committee met February 11, 2020 and passed a favorable recommendation to approve the rezoning request.

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6184 PROVIDING FOR THE REZONING FROM "R-1" SINGLE FAMILY RESIDENTIAL TO "C-3" HIGHWAY COMMERCIAL THE FOLLOWING DESCRIBED REAL ESTATE TO-WIT: A TRACT OF LAND, WHICH CONSISTS OF APPROXIMATELY 7.82 ACRES AND IS LOCATED GENERALLY EAST OF EDWARDS AVENUE AND NORTH OF GARWOOD AVENUE, IN THE CITY OF SIKESTON, SCOTT COUNTY, MISSOURI.

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

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

SECTION II: The Planning and Zoning Commission met on February 11, 2020 and voted to approve the rezoning from "R-1" Single-Family Residential to "C-3" Highway Commercial the following described real estate to-wit: "ALL OF LOTS 1 THRU 15 IN BLOCK 2, ALL OF BLOCK 1 ALL IN FELKER-SHARP ADDITION TO THE CITY OF SIKESTON, SCOTT COUNTY, MISSOURI AND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 31 IN BLOCK 2 OF FELKER-SHARP ADDITION TO THE CITY OF SIKESTON, SCOTT COUNTY, MISSOURI; THENCE N.20°33'37"W. ON AND ALONG THE EAST LOT LINE OF LOTS 16 THRU 31 IN BLOCK 2 OF SAID FELKER-SHARP ADDITION A DISTANCE OF 794.90 FEET TO THE SOUTH R/W LINE OF ALBERTA AVENUE; THENCE N.88°59'05"E. ON AND ALONG THE SOUTH R/W LINE OF ALBERTA AVENUE A DISTANCE OF 508.80 FEET TO THE EAST R/W LINE OF THE NOW ABANDONED JOHN AVENUE; THENCE S.20°33'37"E. ON AND ALONG THE EAST R/W LINE OF THE NOW ABANDONED JOHN AVENUE A DISTANCE OF 624.80 FEET TO THE NORTH R/W LINE OF GARWOOD AVENUE; THENCE S.69°26'23"W. ON AND ALONG THE NORTH R/W LINE OF GARWOOD AVENUE A DISTANCE OF 480.00 FEET TO THE POINT OF BEGINNING. CONTAINING IN ALL 7.82 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS, IF ANY, AFFECTING THE SAME."

SECTION III: A plat of said real estate is marked as Exhibit "A" attached hereto and incorporated by reference.

SECTION IV: The above tract of land is hereby rezoned from "R-1" Single Family Residential to "C-3" Highway Commercial.

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

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

SECTION VII: Record of Passage

A. Bill Number 6184 was introduced and read the first time this 24th day of February 2020.

B. Bill Number 6184 was read the second time and discussed on this 2nd day of March 2020 and was voted as follows:

Self_____, Evans_____, Settles_____,

Merideth_____, Sparks_____, Williams_____,

and Burch_____

thereby being _____, and becoming ordinance 6184.

C. Ordinance 6184 shall be in full force and effect from and after Wednesday, April 1, 2020.

Steven Burch, Mayor

Approved as to form
Tabatha Thurman, City Counselor

Seal / Attest:

Carroll Couch, City Clerk

Council Letter

Date of Meeting: 20-02-24

Originating Department: Public Works Department

To the Mayor and City Council:

Subject: 1st Reading, Bill # 6185, Approval of Replat in the Felker-Sharp Addition

Attachment(s):

1. Bill # 6185
2. Plat

Action Options:

1. 1st Reading and Briefing only. Council action will be requested on March 2, 2020.
2. Other action Council may deem appropriate

Background:

Staff received a request from Lambert Engineering on behalf of Mitch Cornman, to re-plat All of Lots 1 through 15 in Block 2, All of Block 1, All in Felker-Sharp Addition, in the City of Sikeston, Scott County, Missouri.

The Planning and Zoning committee met February 11, 2020 and passed a favorable recommendation to approve the replat request.

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6185 PROVIDING FOR APPROVAL OF THE REPLAT OF ALL OF LOTS 1 THROUGH 15 IN BLOCK 2, ALL OF BLOCK 1, ALL IN FELKER-SHARP ADDITION TO THE CITY OF SIKESTON, SCOTT COUNTY, MISSOURI.

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

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

SECTION II: The Planning and Zoning Commission met on February 11, 2020 and passed a favorable recommendation to approve the subdividing all of Lots 1 through 15 in Block 2, All of Block 1, All in Felker-Sharp Addition to the City of Sikeston, Scott County, Missouri, the plat of which is attached hereto, marked Exhibit "A" and incorporated by reference.

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

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

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

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

SECTION VII: Record of Passage

A. Bill Number 6185 was introduced and read the first time this 24th day of February 2020.

B. Bill Number 6185 was read the second time and discussed on this 2nd day of March 2020 and was voted as follows:

Self _____, Evans _____, Settles _____,

Merideth _____, Sparks _____, Williams _____,

and Burch _____

thereby being _____, and becoming ordinance 6185.

C. Ordinance 6185 shall be in full force and effect from and after Wednesday, April 1, 2020.

Steven Burch, Mayor

Approved as to form
Tabatha Thurman, City Counselor

Seal / Attest:

Carroll Couch, City Clerk

Council Letter

Date of Meeting 20-24-02

Originating Department: Public Works

To the Mayor and City Council:

Subject: VFW Ballpark Lease and Management Care Contract Renewal

Attachments:

1. Proposed 2020 contract between the VFW Park Revitalization Group and the City

Action Options:

1. Award contract renewal to VFW Park Revitalization Group
2. Other action the City Council deems appropriate.

Background:

The VFW Park Revitalization Group (PRG) is seeking a renewal of the current contract for the 2020 calendar year. The contract agreement and terms have not been altered from the 2019 contract.

The City would like to renew the contract with PRG for the oversight and maintaining of the VFW Baseball Facility. PRG assuming day to day operations and maintenance of the facility allowed the Parks and Recreation Department more time to focus on other tasks and the group was a great asset in terms of making significant improvements to VFW Stadium.

**CONTRACT AGREEMENT
BY AND BETWEEN
THE CITY OF SIKESTON, MISSOURI
AND
VFW PARK REVITALIZATION GROUP**

This Contract, made and entered into this _____ day of _____, 2020, by and between the City of Sikeston, Missouri, (hereinafter referred to as the "City") and VFW Park Revitalization Group. (hereinafter referred to as the "PRG").

WITNESSETH:

WHEREAS, the City has solicited bids for the oversight and management of the VFW Baseball Facility located off Malone Ave and Mitchell Street in Sikeston, MO (Property), and

WHEREAS, the City desires to turn over the day to day operations and management of the facility; and

WHEREAS, PRG submitted the best proposal for said services; and

WHEREAS, the City desires to enter into an agreement with PRG for said oversight and management of the Property.

NOW, THEREFORE, in consideration of mutual undertakings and mutual benefits provided by this agreement, the parties agree as follows:

I. SCOPE OF SERVICES:

1. The PRG shall provide the following actions:

- a. Maintain and improve the infield and outfield of the baseball field at VFW stadium
- b. Mow the infield and outfield of the baseball stadium.
- c. Mow outside of the playing field's fence line, along the ditch and everything north of the VFW Stadium parking lot
- d. Spray for weeds behind bleachers, around the concession stand, and other areas as needed
- e. Clean, maintain, and improve the dugouts, concession stand, locker room, and batting cage
- f. Pick up loose trash and empty the trash barrels on a regular basis
- g. Provide cleaning supplies for the restrooms, trash barrels, and concession stand
- h. Be responsible for any damages occurring to the fencing by PRG or a contractor hired by PRG

- i. Be responsible for any damages occurring to the light poles by PRG or a contractor hired by PRG
- j. Be responsible for any damages occurring to the irrigation system or irrigation heads by PRG or a contractor hired by PRG
- k. Provide a list of users and schedules for any activity at VFW Stadium to the City
- l. Provide an update on all projects at VFW stadium to the City
- m. Be responsible for the “dropping” and “re-install” of the backstop netting and overall maintenance of the netting.
- n. Purchase future replacement backstop netting
- o. Be responsible for replacing lightbulbs for the VFW Stadium scoreboard
- p. Provide \$ 1,000,000 liability insurance and name the City of Sikeston as an additional insured
- q. Manage all revenue from the VFW scoreboard ad panels

2. The City shall provide the following actions:

- a. Provide all utilities
- b. Provide property insurance
- c. Repair, replace, and maintain parking lots, fencing structures, lights and light poles, and bleachers
- d. Fix any electrical issues for the scoreboard, concession stand, restrooms, and locker room
- e. Fix plumbing issues for the concession stand and restrooms
- f. Replace any irrigation heads that do not work properly due to malfunction.
- g. Provide payment for the annual sprinkler/backflow inspection
- h. Provide a dumpster for Sonny’s to empty for trash cleanup at VFW Stadium
- i. Provide mowing services for everything south of VFW Stadium parking lot

II. TIME AND TERM OF PERFORMANCE:

The contract will be a one year term with annual renewals. A 60 day notice prior to renewal by either party to terminate arrangement is required.

III. COMPENSATION AND METHOD OF PAYMENT:

- 1. The City shall pay the PRG the sum of \$2,500.00 due upon execution of the contract.

2. The PRG is assessing Sikeston Public Schools a usage fee not to exceed \$5,000.00.
3. The American Legion Baseball Program will not be assessed a usage fee, but will have assigned responsibilities to uphold in lieu of payment.

IV. COMPLIANCE WITH THE LAW:

All parties shall comply with all applicable federal, state and local laws, ordinances and regulations.

V. INTEREST OF LOCAL PUBLIC OFFICE

No member of the City Council, or any officer, employee, or agent of the City who exercises any functions or responsibilities in connection with review or approval of the work to which this Contract pertains, shall have any personal interest, direct or indirect, in the Contract or the proceeds thereof except as permitted by laws of the State of Missouri.

VI: SEVERABILITY:

It is mutually agreed that in case any provision of the Contract is judicially determined to be unconstitutional, illegal, or unenforceable, it is the intention of the parties that all the other provisions of the Contract shall remain in full force and effect.

VII: ASSIGNMENT

The Contractor shall not assign the contract or subcontract any portion of this contract without the written consent of the City. The request for assignment must be addressed to the City Manager. The Contractor is responsible for all work carried out by any subcontractor. No subcontract shall be issued to any officers or employee of the City.

VIII: VFW REVITALIZATION GROUP ORGANIZATION

The VFW Revitalization Group is an organization comprised of the following members: Brian Self, Dan O'Brien, Matt Gilmer, Jacob Priday, and Kevin Rone.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date and year first above written.

CITY OF SIKESTON

VFW PARK REVITALIZATION GROUP

STEVEN BURCH, Mayor

JACOB PRIDAY