



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

TENTATIVE AGENDA

REGULAR CITY COUNCIL MEETING SIKESTON CITY HALL

Monday, February 25, 2019
7:30 A.M.

- I. CALL TO ORDER
- II. RECORD OF ATTENDANCE
- III. OPENING PRAYER
- IV. PLEDGE OF ALLEGIANCE
- V. ITEMS OF BUSINESS
 - A. 1st & 2nd Reading, Emergency Bill #6133, Subdivision Request for Hospitality Subdivision, 2nd Addition
 - B. 1st Reading, Bill #6134, Authorization to Rezone Copeland Estates from Agriculture "AG" to Single Family Residential "R-1"
 - C. 1st Reading, Bill #6135, Copeland Estates Subdivision Request
 - D. Award Bid #19-29, Pull Behind Lift
 - E. Resolution 19-02-01, Application to Missouri State Parks RTP Program
 - F. Resolution 19-02-02, 2019 Scott County Hazard Mitigation Plan Update
 - G. Authorization to Renew Contract with VFW Park Revitalization Group
 - H. Other Items As May Be Determined During the Course of the Meeting
- VI. ADJOURNMENT

Dated this 20th day of February 2019.


Rhonda Council, Deputy City Clerk

Council Letter

Date of Meeting: 19-02-25

Originating Department: Public Works Department

To the Mayor and City Council:

Subject: 1st and 2nd Reading and Consideration, Emergency Bill #6133, Subdivision Request, Hospitality Subdivision, 2nd Addition

Attachment(s):

1. Bill #6133
2. Plat

Action Options:

1. Conduct 1st and 2nd Reading and approve request for a proposed subdivision (Hospitality Subdivision, 2nd Addition)
2. Other action Council may deem appropriate

Background:

This is a request for a proposed subdivision (Hospitality Subdivision, 2nd Addition) which consists of approximately 3.575 acres and is generally located South of Brunt Boulevard and North of U.S. Highway 60, in the City of Sikeston, New Madrid County, Missouri.

The Planning & Zoning Commission did meet and approved this request on February 12, 2019.

This request would allow for a planned commercial subdivision to be developed. Due to the time requirements, this matter is being presented as an emergency measure.

BILL Number 6133

ORDINANCE Number 6133

THIS BILL AS APPROVED SHALL BECOME EMERGENCY ORDINANCE NUMBER 6133 PROVIDING FOR APPROVAL OF SUBDIVIDING A 3.575 ACRE TRACT OR PARCEL OF LAND BEING KNOWN AS HOSPITALITY SUBDIVISION, 2ND ADDITION, TO THE CITY OF SIKESTON, NEW MADRID COUNTY, MISSOURI, AND WHICH GENERALLY LIES SOUTH OF BRUNT BOULEVARD AND NORTH OF U.S. HIGHWAY 60, IN THE CITY OF SIKESTON, NEW MADRID COUNTY, MISSOURI.

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

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

SECTION II: The Planning and Zoning Commission met on February 12, 2019 and passed a favorable recommendation to approve the subdividing of a tract or parcel of land the plat of which is attached hereto, marked Exhibit "A" and incorporated by reference and legally described as follows and known as Hospitality Subdivision, 2nd Addition to the City of Sikeston, New Madrid County, Missouri:

"A PART OF LOT 1 OF "FOUR CORNERS DEVELOPMENT, PHASE XVI SUBDIVISION" IN THE CITY OF SIKESTON, NEW MADRID COUNTY, MISSOURI AND AS RECORDED IN OFFICE OF THE NEW MADRID COUNTY RECORDER IN PLOT BOOK 7 ON PAGE 139 AND DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF HOSPITALITY SUBDIVISION, 1ST ADDITION AS RECORDED IN PLAT BOOK 7 ON PAGE 142 FOR THE POINT OF BEGINNING; THENCE N 80°33'41" E ALONG THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 220.35 FEET; THENCE S 9°54'08" E PARALLEL WITH THE EAST LINE OF SAID HOSPITALITY SUBDIVISION, 1ST ADDITION A DISTANCE OF 602.36 FEET TO THE NORTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY 60; THENCE S 70°43'16" W ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 253.69 FEET TO THE EAST RIGHT-OF-WAY LINE OF HOSPITALITY DRIVE; THENCE N 9°54'08" W ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 615.80 FEET; THENCE N 35°22'13" E ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 42.17 FEET TO THE POINT OF BEGINNING AND CONTAINING 3.575 ACRES, MORE OR LESS. SUBJECT TO ANY AND ALL EASEMENTS AND RIGHT-OF-WAY, IF ANY, AFFECTING THE SAME."

SECTION III: Said plat and subdivision is accepted and approved subject to full compliance with all applicable building and other codes and the stormwater management plan.

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

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

SECTION VI: Emergency Clause. To allow the developer to immediately begin the marketing of this tract, this matter is being presented as an emergency measure.

SECTION VII: Record of Passage

A. Bill Number 6133 was introduced and read the first time this 25th day of February 2019.

B. Bill Number 6133 was read the second time and discussed this 25th day of February 2019 and voted as follows:

Self _____, White-Ross _____, Evans _____, Settles _____,

Meredith _____, Burch _____, and Gilmore, _____

thereby being _____, and becoming ordinance 6133.

C. Upon passage by a majority of the Council, this Bill shall become Ordinance 6133 and shall be in full force and effect.

Steven Burch, Mayor

Approved as to form
Charles Leible, City Counselor

Seal / Attest

Carroll Couch, City Clerk

Council Letter

Date of Meeting: 19-02-25

Originating Department: Public Works Department

To the Mayor and City Council:

Subject: 1st Reading, Bill # 6134, Authorization to Rezone (Copeland Estates)

Attachment(s):

1. Bill # 6134
2. Plat

Action Options:

1. 1st Reading and Briefing only. Council action will be requested on March 4, 2019.
2. Other action Council may deem appropriate

Background:

Staff received a request from Lambert Engineering on behalf of G Copeland Enterprises, LLC to rezone a tract of land which consists of approximately 3.0 acres and is generally located west of the Burlington Northern Railroad, east of North West Street, and north of Salcedo Road from Agriculture "AG" to Single Family Residential "R-1", in the City of Sikeston, Scott County, Missouri.

The Planning and Zoning committee met February 12, 2019 and passed a favorable recommendation to approve the proposed subdivision.

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6134 PROVIDING FOR THE REZONING FROM AGRICULTURE “AG” TO SINGLE FAMILY RESIDENTIAL “R-1” THE FOLLOWING DESCRIBED REAL ESTATE TO-WIT: A TRACT OF LAND, WHICH CONSISTS OF APPROXIMATELY 3.0 ACRES AND IS LOCATED GENERALLY WEST OF THE BURLINGTON NORTHERN RAILROAD, EAST OF NORTH WEST STREET, AND NORTH OF SALCEDO ROAD, 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 12, 2019 and voted to approve the rezoning from Agriculture “AG” to Single Family Residential “R-1” the following described real estate to-wit: A tract of land, which consists of approximately 3.0 acres and is located generally west of the Burlington Northern Railroad, east of North West Street, and north of Salcedo Road, in the City of Sikeston, Scott County, Missouri.

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 “AG” Agriculture to “R-1” Single Family Residential.

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 6134 was introduced and read the first time this 25th day of February 25, 2019.

B. Bill Number 6134 was read the second time and discussed this 4th day of March 2019 and was voted as follows:

Self _____, White-Ross _____, Evans _____,
Settles _____, Meredith _____, Gilmore _____,
and Burch _____,

thereby being _____, and becoming ordinance 6134.

C. Ordinance 6134 shall be in full force and effect from and after Wednesday, April 3, 2019.

Steven Burch, Mayor

Approved as to form
Charles Leible, City Counselor

Seal / Attest:

Carroll Couch, City Clerk

Council Letter

Date of Meeting: 19-02-25

Originating Department: Public Works Department

To the Mayor and City Council:

Subject: 1st Reading, Bill # 6135, Subdivision Request, "Copeland Estates"

Attachment(s):

1. Bill # 6135
2. Plat

Action Options:

1. 1st Reading and Briefing only. Council action will be requested on March 4, 2019.
2. Other action Council may deem appropriate

Background:

Staff received a request from Lambert Engineering on behalf of G Copeland Enterprises, LLC for the approval of a proposed subdivision (Wing Lake Estates, 3rd Addition) which consists of approximately 3.0 acres and is generally located west of the Burlington Northern Railroad, east of North West Street, and north of Salcedo Road, in the City of Sikeston, Scott County, Missouri.

The Planning and Zoning committee met February 12, 2019 and passed a favorable recommendation to approve the proposed subdivision.

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6135 PROVIDING FOR APPROVAL OF SUBDIVIDING A 3.0 ACRE TRACT OR PARCEL OF LAND BEING KNOWN AS COPELAND ESTATES, IN THE CITY OF SIKESTON, SCOTT COUNTY, MISSOURI, AND WHICH GENERALLY LIES WEST OF THE BURLINGTON NORTHERN RAILROAD, EAST OF NORTH WEST STREET, AND NORTH OF SALCEDO ROAD.

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 12, 2019 and passed a favorable recommendation to approve the subdividing of a tract or parcel of land the plat of which is attached hereto, marked Exhibit "A" and incorporated by reference and legally described as follows and known as Copeland Estates:

"A TRACT OR PARCEL OF LAND LYING AND BEING A PART OF THE SOUTH HALF OF SECTION 13, TOWNSHIP 26 NORTH, RANGE 13 EAST, OF THE FIFTH PRINCIPAL MERIDIAN, SCOTT COUNTY, MISSOURI AND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 12 IN BLOCK 5 IN CLEARVIEW ESTATES SUBDIVISION SECOND ADDITION TO THE CITY OF SIKESTON, SCOTT COUNTY, MISSOURI AS RECORDED ON PAGE 40, PLAT BOOK 13 IN THE OFFICE OF THE RECORDER OF DEEDS FOR SCOTT COUNTY, MISSOURI; THENCE NORTH 150 FEET TO A POINT; THENCE EAST 9.28 FEET TO A POINT; THENCE NORTH 60 FEET TO THE POINT OF BEGINNING; THENCE N.30°00'00"E. A DISTANCE OF 331.35 FEET TO A POINT; THENCE N.18°28'00"W. A DISTANCE OF 186.99 FEET TO A POINT; THENCE N.71°37'00"E. A DISTANCE OF 180.05 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF BURLINGTON NORTHERN RAILROAD; THENCE S.18°23'00"E. ON AND ALONG THE WEST RIGHT-OF-WAY LINE OF BURLINGTON NORTHERN RAILROAD A DISTANCE OF 549.12 FEET TO A POINT; THENCE WEST A DISTANCE OF 450.48 FEET TO THE POINT OF BEGINNING. CONTAINING IN ALL 3.00 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS, IF ANY, AFFECTING THE SAME".

SECTION III: Said plat and subdivision is accepted and approved subject to full compliance with all applicable building and other codes and the stormwater management plan.

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

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

SECTION VI: Record of Passage

A. Bill Number 6135 was introduced and read the first time this 25th day of February 2019.

B. Bill Number 6135 was read the second time and discussed this 4th day of February 2019 and voted as follows:

Meredith, _____, Self, _____, Settles, _____,

Evans, _____, White-Ross, _____, Gilmore, _____,

Burch, _____, thereby being

thereby being _____, and becoming ordinance 6135.

C. Ordinance 6135 shall be in full force and effect from and after Wednesday, April 3, 2019.

Steven Burch, Mayor

Approved as to form
Charles Leible, City Counselor

Seal / Attest

Carroll Couch, City Clerk

Council Letter

Date of Meeting 19-02-25

Originating Department: Public Works

To the Mayor and City Council:

Subject: Award Bid #19-29, Pull-Behind Lift

Attachments:

1. Bid Tabulation

Action Options:

1. Award Bid per staff recommendation
2. Other action the City Council deems appropriate.

Background:

Staff opened bids from two vendors on Friday, February 1, 2019 for a pull-behind left. The low bid was from Mike Rentals, Inc. for \$59,361.00. This item was budgeted in Transportation Sales Tax. The difference between the budgeted amount and the cost is being supplied by proceeds from a recent auction of DPW vehicles and equipment. The bid tabulation is attached.

Staff recommends awarding the bid to Mike Rentals, Inc. for \$59,361.00.

CITY OF SIKESTON BID TABULATION SHEET
Bid # 19-29, Pull-Behind Lift

February 1, 2019

VENDOR	COST
Mike Rentals, Inc.	\$59,361.00
All Around Access, LLC.	\$65,683.00

CHAIRMAN: Billy Smith **RECORDER**: Angie Keller **VERIFIER**: Terry Burton

Council Letter

Date of Meeting: 19-02-25

Originating Department: Public Works Department

To the Mayor and City Council:

Subject: Resolution 19-02-01 – Application to Missouri State Parks RTP Program

Attachments:

1. Resolution 19-02-01

Action Options:

1. Approve
2. Other action Council may deem appropriate

Background:

The Public Works Department is requesting that Council authorize Jay Lancaster, Director of Public Works, to apply for federal assistance from the Recreation Trails Program for the purpose of an East Salcedo Trail and further authorize Mr. Lancaster to sign the application for federal assistance and any other official project documents that are necessary to obtain such assistance, including any agreements, contracts or other documents that are required by the State of Missouri or the Federal Highway Administration.

RESOLUTION 19-02-01

A RESOLUTION OF THE CITY OF SIKESTON, MISSOURI TO APPLY FOR FEDERAL ASSISTANCE FROM THE RECREATION TRAILS PROGRAM FOR THE PURPOSE OF AN EAST SALCEDO TRAIL.

WHEREAS, the City of Sikeston, Missouri is applying for federal assistance from the Recreation Trails Program for the purpose of an East Salcedo Trail.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIKESTON, MISSOURI, that

1. Jay S. Lancaster of the City of Sikeston, Missouri is authorized to sign the application for federal assistance and any other official project documents that are necessary to obtain such assistance, including any agreements, contracts or other documents that are required by the State of Missouri or the Federal Highway Administration.
2. The City of Sikeston, Missouri currently has the written commitment for the minimum 20% matching share for the project elements that are identified in the application and will allocate the necessary funds to complete the project.
3. In the event a grant is awarded, the City of Sikeston, Missouri will commit the necessary financial resources to operate and maintain the completed project in a safe and attractive manner for public access for 25 years and/or will maintain trail maintenance/construction equipment purchased with grant funding for its useful life and in support of trail projects.
4. In the event a grant is awarded, the City of Sikeston, Missouri is prepared to complete the project within the time period identified on the signed project agreement.
5. In the event a grant is awarded, the City of Sikeston, Missouri will comply with all rules and regulations of the Recreational Trails Program, applicable Executive Orders and all state laws that govern the grant application during the performance of the project.

Read this 25th day of February, 2019, discussed and voted as follows:

Self _____, Evans _____, Gilmore _____, White-Ross _____,
Meredith _____, Settles _____, and Burch _____,
thereby being _____.

Steven Burch, Mayor

Approved as to Form:
Charles Leible, City Counselor

ATTEST:

Carroll Couch, City Clerk

Council Letter

Date of Meeting: 12-03-05

Originating Department: Department of Governmental Services

To the Mayor and City Council:

Subject: Resolution 19-02-02, Scott County Natural Hazard Mitigation Plan

Attachments:

1. Resolution 19-02-02

Action Options:

1. Approve Resolution 19-02-02
2. Other action deemed appropriate by Council

Background:

In 2004, the City of Sikeston accepted the Natural Hazard Mitigation Plan for Scott County. By participating in this plan, the City of Sikeston will be eligible for future Mitigation Assistance in case of natural hazards to our community. Bootheel Regional Planning Commission has notified us stating that if this executed resolution is not submitted back to them, the City of Sikeston will not be in compliance with FEMA regulations.

Staff requests the acceptance of Resolution 19-02-02. Following adoption of this resolution, it will be sent to the Bootheel Regional Planning Commission.

RESOLUTION 19-02-02

A RESOLUTION OF THE CITY OF SIKESTON, MISSOURI ADOPTING THE SCOTT COUNTY 2019 HAZARD MITIGATION PLAN UPDATE.

- WHEREAS, The City of Sikeston recognizes the threat that natural hazards pose to people and property within the City of Sikeston and no community is immune from hazards whether it be tornado/severe thunderstorm, flood, severe winter weather, drought, heat wave, earthquake, dam failure, or wildfire and recognizes the importance of enhancing its ability to withstand natural hazards as well as the importance of reducing the human suffering, property damage, interruption, of public services and economic losses caused by those hazards; and
- WHEREAS, The City of Sikeston has participated in the preparation of a multi-jurisdictional local hazard mitigation plan, hereby known as the 2019 Hazard Mitigation Plan Update, hereafter referred to as the *Plan*, in accordance with the Disaster Mitigation Act of 2000; and
- WHEREAS, The *Plan* identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in the City of Sikeston from the impacts of future hazards and disasters; and
- WHEREAS, The City of Sikeston recognizes that land use policies have a major impact on whether people and property are exposed to natural hazards, the City of Sikeston will endeavor to integrate the *Plan* into the comprehensive planning process; and
- WHEREAS, Adoption by the City of Sikeston demonstrates their commitment to hazard mitigation and achieving the goals outlined in the *Plan*.

NOW THEREFORE, BE IT RESOLVED that in accordance with the City of Sikeston policies, the City of Sikeston adopts the final *FEMA-approved Plan for Scott County* for the purpose of building a safer community by reducing natural hazard vulnerability.

Read this 25th day of February, 2019, discussed and voted upon as follows:

White-Ross _____, Evans _____, Meredith _____,
Self _____, Gilmore _____, Settles _____,
Burch _____, thereby being
_____.

Steven Burch, Mayor

Approved as to form
Charles Leible, City Counselor

Seal / Attest:

Carroll Couch, City Clerk

Council Letter

Date of Meeting 19-25-02

Originating Department: Public Works

To the Mayor and City Council:

Subject: VFW Ballpark Lease and Management Care Contract Renewal

Attachments:

1. 2018 contract between the VFW Park Revitalization Group and the City
2. Proposed 2019 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 2019 calendar year. The contract agreement and terms would be similar to the 2018 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 _____, 2018, 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, Kevin Rone, and Blake DeWitt.

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

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

This Contract, made and entered into this _____ day of _____, 2019, 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, Kevin Rone, and Blake DeWitt.

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