

### CITY OF JACKSON MAYOR & BOARD OF ALDERMEN REGULAR MEETING Monday, December 02, 2024 at 6:00 PM Board Chambers, City Hall, 101 Court St.

AGENDA

#### CALL TO ORDER

#### INTRODUCTION OF GUESTS/VISITORS

#### ADOPTION OF AGENDA

1. Motion adopting the Regular Meeting Agenda.

#### **APPROVAL OF MINUTES**

2. Motion approving the Minutes of the Regular Meeting of November 18, 2024.

#### FINANCIAL AFFAIRS

3. Motion approving the list of bills paid for the previous month.

#### **ACTION ITEMS**

#### Power, Light, and Water Committee

- 4. Motion approving an increase in the annual fee to the Uptown Jackson Revitalization Organization, to the amount of \$35,000.00, for a two-year term beginning January 1, 2025, relative to the addition of staff and the expansion of activities.
- 5. Bill proposing an Ordinance approving an Addendum to renew a contractual agreement with the Uptown Jackson Revitalization Organization, relative to the addition of staff and the expansion of activities.
- 6. Bill proposing an Ordinance approving a Cooperative Employment Agreement with the Jackson Area Chamber of Commerce, relative to the position of Director of Retail Development.
- 7. Motion to accept an amended proposal from Auxiant, of Wauwatosa, Wisconsin, relative to providing services under the 2025 Employee Medical and Dental Insurance Benefit Plan.
- 8. Bill proposing an Ordinance authorizing a contractual agreement with Auxiant, relative to providing services under the 2025 Employee Medical and Dental Insurance Benefit Plan.
- Motion to accept an amended proposal from Roundstone Management Ltd, of Lakewood, Ohio, relative to providing services under the 2025 Employee Medical and Dental Insurance Benefit Plan.

<u>10.</u> Bill proposing an Ordinance authorizing a contractual agreement with Roundstone Management Ltd., relative to providing services under the 2025 Employee Medical and Dental Insurance Benefit Plan.

#### Street, Sewer, and Cemetery Committee

- 11. Motion approving Task Order Authorization No. 24-11, in the amount of \$44,905.47, to Bacon Farmer Workman Engineering & Testing, Inc., of Paducah, Kentucky, relative to providing construction phase engineering services under the East Main Street Sidewalk Project.
- 12. Motion accepting a Park Memorial & Donation, in the amount of \$37,000.00, from the Jackson Area Organized Soccer Association (JAOSA), relative to fencing improvements in the Soccer Park.
- <u>13.</u> Motion accepting a Park Memorial & Donation, in the amount of \$74,100.00, from Jackson Street Hockey, relative to the Street Hockey Rink Concrete Project in the City Park.
- <u>14.</u> Motion accepting the bid of Fronabarger Concreters, Inc., of Oak Ridge, Missouri, in the amount of \$74,100.00, relative to the Street Hockey Rink Concrete Project in the City Park.
- <u>15.</u> Bill proposing an Ordinance authorizing a contractual agreement with Fronabarger Concreters, Inc., relative to the Street Hockey Rink Concrete Project in the City Park.
- <u>16.</u> Bill proposing an Ordinance approving the Final Plat of Ramsey Branch Subdivision Phase 3, as submitted by Lucky 13 Investments, LLC.
- <u>17.</u> Bill proposing an Ordinance authorizing a Financial Services Agreement with Piper Sandler & Co., of Leawood, Kansas, relative to providing services to the City of Jackson.
- <u>18.</u> Bill proposing an Ordinance amending the "Handicapped Parking Designated Schedule" Schedule XVII, by repealing and adding designations on North Missouri Street.
- <u>19.</u> Bill proposing an Ordinance amending the "Fifteen Minute, One-Hour, and Two-Hour Parking Limit Schedule" Schedule XVIII, by adding a designation on North Missouri Street.

#### NON-AGENDA CITIZEN INPUT

#### **INFORMATION ITEMS**

- 20. Report by Mayor
- 21. Reports by Board Members
- 22. Report by City Attorney
- 23. Report by City Administrator
- 24. Discussion of future agenda items

#### **EXECUTIVE SESSION**

Motion to have executive session. Authority is Section 610.021(12), relative to contracts.

#### ADJOURN

Posted on 11/27/2024 at 4:00 PM.

# JACKSON, MO SHOULD BE AND SHOULD OF STATE

#### CITY OF JACKSON

MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Monday, November 18, 2024 at 6:00 PM

Board Chambers, City Hall, 101 Court St.

#### MINUTES

The Board of Aldermen met in the Regular Session with Mayor Dwain L. Hahs in the chair and the following Board Members present: Steve Stroder, Mike Seabaugh, Shana Williams, David Hitt, Katy Liley, David Reiminger, Eric Fraley, and Wanda Young. Present-8; Absent-0.

The meeting is opened by Mayor Dwain L. Hahs with the Pledge of Allegiance and a Moment of Silent Prayer.

Mayor Dwain L. Hahs to recognize Guests and Visitors

Now comes forth Mayor Dwain L. Hahs to welcome guests and visitors.

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Motion to Adopt the Agenda

Motion made by Alderman Fraley, seconded by Alderwoman Liley, to adopt the agenda, as presented. Ayes-8; Nays-0; Absent-0.

Motion to Approve the Minutes of the November 4, 2024, Regular Board Meeting

Motion made by Alderwoman Liley, seconded by Alderman Hitt, to approve the minutes of the preceding Regular Board Meeting of Monday, November 4, 2024. Ayes-8; Nays-0; Absent-0.

Motion to Approve the Minutes of the November 7, 2024, Mayor's Retreat

Motion made by Alderman Hitt, seconded by Alderwoman Young, to approve the minutes of the Mayor's Retreat on Thursday, November 7, 2024. Ayes-8; Nays-0; Absent-0.

Motion to Approve the City Collector's Electric, Water & Sewer, Taxes & Licenses, and Refuse Report for October, 2024

Motion made by Alderwoman Young, seconded by Alderman Seabaugh, to approve the City Collector's Electric, Water & Sewer, Taxes & Licenses, and Refuse Report for October, 2024. Ayes-8; Nays-0; Absent-0.



Item 2.

MAYOR & BOARD OF ALDERMEN REGULAR MEETING Monday, November 18, 2024 at 6:00 PM

MINUTES

Board Chambers, City Hall, 101 Court St.

### CITY COLLECTOR'S REPORT FOR OCTOBER 2024

DESCRIPTION	ELECTRIC FUND	WATER FUND	WASTEWATER FUND	LANDFILL FUND	GEN. REV. FUND	TOTAL
Service Charges (includes internal transfers)	1,694,699.74	346,065.56	264,438.37	68,557.65		2,373,761.32
Penalties	6,651.61	1,677.30	1,386.80	280.70		9,996.41
Sales Tax	47,777.26	10,298.17				58,075.43
Disconnect Fees	3,750.00	-	-	-		3,750.00
Returned Transaction Fees	450.00		-			450.00
Customer Relocation Fees			-		300.00	300.00
Trash Stickers		-		1,153.00		1,153.00
UTILITY COLLECTIONS	1,753,328.61	358,041.03	265,825.17	69,991.35	300.00	2,447,486.16
Adjustments - Penalties		-	-	-		
Adjustments - Taxes		-	-			
Adjustments - Service Fees		-	-			
NET UTILITY COLLECTIONS	1,753,328.61	358,041.03	265,825.17	69,991.35	300.00	2,447,486.16
Business/Contractor Licenses					230.00	230.00
Event Fees/Misc. Charges	650.00	-	-			650.00
NON-UTILITY COLLECTIONS	650.00	-	-	-	230.00	880.00
Misc. Adjustments	-	-	-			-
Interest on Collector's bank account		-	-	-		1,436.41
Cash in bank		-	-			2,449,802.57
Missouri Sales Tax payment	(47,777.26)	(10,298.17)	-	-		(58,075.43)
TO CITY TREASURER					\$	2,391,727.14

Respectfully Submitted,

3 Van Beuson E

City Collector

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Item	2.



Monday, November 18, 2024 at 6:00 PM

Board Chambers, City Hall, 101 Court St.

# MINUTES

Motion to Approve the October, 2024 City Clerk's and Treasurer's Reports

Motion made by Alderwoman Williams, seconded by Alderman Stroder, to approve the City Clerk's and Treasure's Reports for October, 2024. Ayes-8; Nays-0; Absent-0.

10,262,724.97

	FUND BALANCES		TRANSFER OF		FUND BALANCES		CASH BALANCE
FUND	10-01-2024	RECEIPTS	FUNDS	DISBURSEMENTS	10-31-2024	INVESTMENTS	10-31-2024
ELECTRIC FUNDS							
Operation & Maintenance	-	1,786,278.14	(590,710.75)	1,195,567.39	-	-	-
Electric Surplus Fund	3,312,419.42	-	571,967.42	46,029.05	3,838,357.79	1,155,000.00	2,683,357.79
Electric Capital Projects Fund	3,494,975.58	-	-	-	3,494,975.58	3,490,000.00	4,975.58
WATER & SEWER FUNDS							• • • • • • • • • • • • • • • • • • • •
Water Operation & Maint.	-	363,609.01	(277,094.48)	86,514,53	-	-	-
Water & Sewer Revenue Bond Fund	226,711.05	-		119,366.05	107,345.00	-	107,345.00
Water & Sewer Deprec. Res. Fund	30,000.00	-	-		30,000.00	30,000.00	-
Water & Sewer Bond Reserve Fund	50,000.00	-	-	-	50,000.00	50,000.00	-
Water & Sewer Contingent Fund	30,000.00	-	-	-	30,000.00	30,000.00	-
Water & Sewer Surplus Fund	10,873,420.55	67,174.72	444,128.44	59,324.98	11,325,398.73	10,031,795.82	1,293,602.91
Water Replacement Fund	798,661.50	-	-	-	798,661.50	725,000.00	73,661.50
Wastewater Operation & Maint.	-	281,029.59	(185,631.20)	95,398.39	-	-	-
Wastewater Replacement Fund	1,062,497.23	-	-	-	1,062,497.23	902,000.00	160,497.23
W & S Construction Fund	3,655,437.34	1,321.69	-	1,027.00	3,655,732.03	1,250,000.00	2,405,732.03
General Revenue Fund	2,450,202.25	86,201.07	(111,321.87)	616,132.63	1,808,948.82	1,750,000.00	58,948.82
Landfill Fund	690,626.72	82,865.55	(5,806.18)	48,084.95	719,601,14	525,000.00	194,601.14
Cemetery Fund	1,012,661.49	9,566.45	(5,180.96)	17,403.59	999,643.39	870,000.00	129,643.39
City Park Fund	113,502.12	1,856.72	(6,585.44)	48,178.06	60,595.34	-	60,595.34
Public Park Foundation Fund	133,274.01	2,500.00	-	2,439.24	133,334.77	130,000.00	3,334.77
Recreational Development Fund	51,652.08	13,393.50	-	23,313.67	41,731,91	-	41,731,91
Band Fund	-	441.45	-	441.45	-	-	-
ARPA Fund	1,532,686.44	-	-	95,420.67	1,437,265.77	1,420,000.00	17,265.77
Road Use Tax Fund	1,019,536.63	80,521.92	-	-	1,100,058.55	754,000.00	346,058.55
Stormwater Maintenance Fund	299,500.18	11,883.05	-	9.79	311,373.44	268,000.00	43,373.44
Trust and Agency Fund	804,766.80	25,293.53	16,531,39	25,683.94	820,907.78	798,000.00	22,907.78
Health Insurance Fund	1,519,573.66	1,274.38	150,515.70	244,566.08	1,426,797.66	1,045,000.00	381,797.66
Inmate Security Fund	17,425.12	134.00	-	-	17,559.12	-	17,559.12
Equitable Sharing Fund	3.617.07	-			3,617.07		3,617.07
Transportation Sales Tax Fund	792,223.01	117,807.33	-	-	910,030.34	600,000.00	310,030.34
Transportation Capital Projects Fur	650,248.52	-	-	25,835.00	624,413.52	-	624,413.52
Sales Tax Fund	1,744,944.82	240,151.31		199,132.19	1,785,963.94	1,323,317.28	462,646.66
Recreation Sales Tax Fund	247,238.98	66,009.22	(812.07)	33,545.71	278,890.42	50,000.00	228,890.42
Public Safety Sales Tax Fund	1,000.00	107,583.76	(012.01)	-	108,583.76	-	108,583.76
Fire Protection Sales Tax Fund	3,333.00	53,832.52			57,165.52		57,165.52
Capital Projects Construction Fund	3,354,185.11			135,646.02	3,218,539.09	2,910,000.00	308,539.09
Economic Dev. Reserve Fund	886,598.78	-		100,040.02	886,598.78	850,000.00	36,598.78
CDBG Grant Fund	72,932.38	-		-	72,932.38	-	72,932.38
I-55 Corridor Special Alloc. Fund	2,317.69	-	-	-	2,317.69	-	2,317.69
TOTALS	40,938,169.53	3,400,728.91	0.00	3,119,060.38	41,219,838.06	30,957,113.09	10,262,724.97
Respectfully Submitted,					Cash on Ha	nd	1,475.00
1 1					General Ac		7,865,905.76
Angela Birk					Collectors A Equitable SI	ccount	2,391,727.14 3,617.07
Angela Birk, City Clerk/Treasurer							

TOTAL

CITY TREASURER'S REPORT FOR OCTOBER 2024

Angela Birk, City Clerk/Treasurer

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**MAYOR & BOARD OF ALDERMEN REGULAR MEETING** 

Monday, November 18, 2024 at 6:00 PM

Board Chambers, City Hall, 101 Court St.

#### MINUTES

#### CITY CLERK'S REPORT FOR THE MONTH OF OCTOBER, 2024 ELECTRIC 25,832.63 4,500.00 WATER WASTEWATER 0.00 GENERAL REVENUE 42,471.21 LANDFILL 1,701.34 CEMETERY 9,125.00 775.00 PARK PARK FOUNDATION 2,500.00 13,393.50 RECREATIONAL DEVELOPMENT STORMWATER MAINTENANCE FUND 650.88 0.00 TRUST & AGENCY 1,274.38 HEALTH INSURANCE FUND 0.00 INMATE SECURITY FUND 1,095.25 TRANSPORTATION SALES TAX RECREATIONAL SALES TAX FUND 12,178.75 115,497.94 REPORT TOTAL

#### Water & Light Deposit Accounts OCTOBER, 2024

Beginning Balance October 1, 2024:	\$265,587.51
TOTAL DEPOSITS TOTAL REFUNDS	\$12,686.92 \$11,338.56
Ending Balance October 31, 2024:	\$266,935.87

Balance Consists of : Checking Account for US Bank \$5 Investments \$2

\$56,935.87 \$210,000.00 \$266,935.87

Motion to Change the Date of the Board ) of Aldermen Regular Meeting and Study ) Session in observance of the Martin ) Luther King, Jr. Day holiday )

MAYOR & BOARD OF ALDERMEN REGULAR MEETING

CITY OF BELLINGTH COLUMN COLUM

Monday, November 18, 2024 at 6:00 PM

Board Chambers, City Hall, 101 Court St.

#### MINUTES

Motion made by Alderman Reiminger, seconded by Alderman Seabaugh, to change the date of the Board of Aldermen Regular Meeting and Study Session from Monday, January 20, 2025, to Tuesday, January 21, 2025, at 6:00 p.m., in observance of the Martin Luther King, Jr. Day holiday. Ayes-8; Nays-0; Absent-0.

Ordinance No. 24-105 Re: To Amend ) The "Stop Street Designation Schedule"-) Schedule VI, by deleting and adding ) Designations on East Jefferson Street )

The matter of amending the "Stop Street Designation Schedule" – Schedule VI, by deleting and adding designations on East Jefferson Street, came on for consideration. Alderwoman Liley introduced Bill No. 24-105, being for an ordinance entitled as follows:

#### AN ORDINANCE AMENDING THE "STOP STREET DESIGNATION SCHEDULE, SCHEDULE VI," PASSED AND APPROVED THE 18TH DAY OF NOVEMBER, 1985, BY DELETING AND ADDING THERETO CERTAIN STOP STREET DESIGNATIONS.

On a motion made by Alderwoman Liley, seconded by Alderman Fraley, Bill No. 24-105 as placed on its first reading and was read by title, considered and discussed and was duly passed. On a motion by Alderwoman Liley, seconded by Alderman Fraley, Bill No. 24-105 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed, and the Bill was then duly numbered Ordinance No. 24-105 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Seabaugh-aye; Alderwoman Liley-aye; Alderwoman Williams-aye; Alderwoman Young-aye; Alderman Hitt-aye; Alderman Reimingeraye; Alderman Fraley-aye; and Alderman Stroder-aye.

#### BILL NO. 24-105

#### ORDINANCE NO. 24-105

AN ORDINANCE AMENDING THE "STOP STREET DESIGNATION SCHEDULE, SCHEDULE VI," PASSED AND APPROVED THE 18TH DAY OF NOVEMBER, 1985, BY DELETING AND ADDING THERETO CERTAIN STOP STREET DESIGNATIONS.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN

OF THE CITY OF JACKSON, MISSOURI, AS FOLLOWS:

Section 1. The "Stop Street Designation Schedule, Schedule VI," passed and approved on

the 18<sup>th</sup> day of November, 1985, is hereby amended by deleting therefrom the following stop street

designations:

<u>JEFFERSON STREET (EAST)</u>: On East Jefferson Street at its intersection with South Hope Street (Hwy. 61), traffic from both the east and west to stop.

JEFFERSON STREET (EAST): On East Jefferson Street at South Ohio Street, traffic from East Jefferson Street to stop.



#### CITY OF JACKSON MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Monday, November 18, 2024 at 6:00 PM

Board Chambers, City Hall, 101 Court St.

#### MINUTES

Section 2. The "Stop Street Designation Schedule, Schedule VI," passed and approved on the 18<sup>th</sup> day of November, 1985, is hereby amended by adding thereto the following stop street designations:

**JEFFERSON STREET (EAST)**: On East Jefferson Street at its intersection with South Hope Street (Hwy. 61), traffic from west to stop.

**JEFFERSON STREET (EAST)**: On East Jefferson Street at South Ohio Street, traffic from east to stop.

Section 3. It is the intent of the Mayor and Board of Aldermen of the City of Jackson,

Missouri, that this ordinance become and be made a part of the "Stop Street Designation Schedule,

Schedule VI," of the City of Jackson, Missouri, and the City Clerk is directed to amend said schedule in accordance herewith.

Section 4. The City Administrator of the City of Jackson, Missouri, is hereby directed to cause stop signs to be removed and placed at the above streets in accordance herewith.

Section 5. This ordinance shall not be codified in the Code of Ordinances of the City of Jackson, Missouri, but kept on file in the office of the City Clerk.

Section 6. If any section, subsection, sentence, clause, phrase or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 7. This ordinance shall take effect and be in force on Wednesday, November 20,

2024.

FIRST READING: November 18, 2024.

SECOND READING: November 18, 2024.

PASSED AND APPROVED this 18th day of November, 2024, by a vote of 8 ayes, 0 nays, 0 abstentions, and 0 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

By: Dwain L. Hahs (signed) Mayor

Angela Birk (signed)



MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Monday, November 18, 2024 at 6:00 PM

Board Chambers, City Hall, 101 Court St.

#### **MINUTES**

City Clerk

Ordinance No. 24-106 Re: To Amend The "Parking Prohibited Schedule" -Schedule IX, by deleting a designation On East Jefferson Street

The matter of amending the "Parking Prohibited Schedule" – Schedule IX, by deleting a designation on East Jefferson Street, came on for consideration. Alderwoman Liley introduced Bill No. 24-106, being for an ordinance entitled as follows:

#### AN ORDINANCE AMENDING THE "PARKING PROHIBITED SCHEDULE, SCHEDULE IX," PASSED AND APPROVED THE 18TH DAY OF NOVEMBER, 1985, BY DELETING THERETO NO PARKING DESIGNATIONS.

On a motion made by Alderwoman Liley, seconded by Alderman Hitt, Bill No. 24-106 as placed on its first reading and was read by title, considered and discussed and was duly passed. On a motion by Alderwoman Liley, seconded by Alderman Hitt, Bill No. 24-106 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed, and the Bill was then duly numbered Ordinance No. 24-106 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderwoman Williams-aye; Alderman Seabaugh-aye; Alderwoman Liley-aye; and Alderman Stroder-aye.

#### BILL NO. 24-106

#### ORDINANCE NO. 24-106

AN ORDINANCE AMENDING THE "PARKING PROHIBITED SCHEDULE, SCHEDULE IX," PASSED AND APPROVED THE 18TH DAY OF NOVEMBER, 1985, BY DELETING THERETO NO PARKING DESIGNATIONS.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN

OF THE CITY OF JACKSON, MISSOURI, AS FOLLOWS:

Section 1. The "Parking Prohibited Schedule, Schedule IX," passed and approved on the

18<sup>th</sup> day of November, 1985, is hereby amended by deleting thereto the following no parking

designation:

<u>JEFFERSON STREET (EAST)</u>: On the north side of East Jefferson Street, 27 feet east from the intersection of East Jefferson Street and South Hope Street.

Section 2. It is the intent of the Mayor and Board of Aldermen of the City of Jackson,

Missouri, that this ordinance become and be made a part of the "Parking Prohibited Schedule,

Schedule IX," and the City Clerk of the City of Jackson, Missouri, is directed to replace said

schedule in accordance herewith.

Section 3. The City Administrator of the City of Jackson, Missouri, is hereby directed to

remove "No Parking Here to Corner" signs, at the locations set forth hereinabove.



#### CITY OF JACKSON MAYOR & BOARD OF ALDERMEN REGULAR MEETING Monday, November 18, 2024 at 6:00 PM

Board Chambers, City Hall, 101 Court St.

#### MINUTES

Section 4. This ordinance shall not be codified in the Code of Ordinances of the City of Jackson, Missouri, but kept on file in the office of the City Clerk.

Section 5. If any section, subsection, sentence, clause, phrase or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 6. This ordinance shall take effect and be in force on Wednesday, November 20,

2024.

FIRST READING: November 18, 2024.

SECOND READING: November 18, 2024.

PASSED AND APPROVED this 18th day of November, 2024, by a vote of 8 ayes, 0 nays, 0 abstentions, and 0 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

By: Dwain L. Hahs (signed) Mayor

Angela Birk (signed) City Clerk

Ordinance No. 24-107 Re: To Amend ) The "Crosswalks Designated Schedule"-) Schedule XVI, by deleting designations ) On East Jefferson Street )

The matter of amending the "Crosswalks Designated Schedule" – Schedule XVI, by deleting designations on East Jefferson Street, came on for consideration. Alderwoman Liley introduced Bill No. 24-107, being for an ordinance entitled as follows:

#### AN ORDINANCE AMENDING THE "CROSSWALKS DESIGNATED SCHEDULE, SCHEDULE XVI," PASSED AND APPROVED THE 18TH DAY OF NOVEMBER, 1985, BY DELETING THERETO CERTAIN CROSSWALK DESIGNATIONS.

On a motion made by Alderwoman Liley, seconded by Alderwoman Young, Bill No. 24-107 as placed on its first reading and was read by title, considered and discussed and was duly passed. On a motion by Alderwoman Liley, seconded by Alderwoman Young, Bill No. 24-107 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed, and the Bill was then duly numbered Ordinance No. 24-107 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Stroder-aye; Alderman Seabaugh-aye; Alderwoman Liley-aye; Alderwoman Williams-aye; Alderwoman Young-aye; Alderman Hitt-aye; Alderman Reiminger-aye; and Alderman Fraley-aye.



#### CITY OF JACKSON MAYOR & BOARD OF ALDERMEN REGULAR MEETING Monday, November 18, 2024 at 6:00 PM

Board Chambers, City Hall, 101 Court St.

#### **MINUTES**

BILL NO. 24-107

ORDINANCE NO. 24-107

#### AN ORDINANCE AMENDING THE "CROSSWALKS DESIGNATED SCHEDULE, SCHEDULE XVI," PASSED AND APPROVED THE 18TH DAY OF NOVEMBER, 1985, BY DELETING THERETO CERTAIN CROSSWALK DESIGNATIONS.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF JACKSON, MISSOURI, AS FOLLOWS:

Section 1. The "Crosswalks Designated Schedule, Schedule XVI," passed and approved on the 18<sup>th</sup> day of November, 1985, is hereby amended by deleting thereto the following crosswalks designations:

JEFFERSON STREET (EAST): On East Jefferson Street, 70 feet west of South Ohio Street, crosswalk running north and south from the Immaculate Conception Church to the Immaculate Conception Church south parking lot.

**JEFFERSON STREET (EAST):** On East Jefferson Street at its intersection with South Ohio Street, crosswalk on the west side of the intersection.

Section 2. It is the intent of the Mayor and Board of Aldermen of the City of Jackson, Missouri, that this ordinance become and be made a part of the "Crosswalks Designated Schedule, Schedule XVI," and the City Clerk of the City of Jackson, Missouri, is directed to amend the schedule in accordance herewith.

Section 3. The City Administrator of the City of Jackson, Missouri, is hereby directed to cause "Crosswalk" signs, to be removed at the locations set forth above.

Section 4. This ordinance shall not be codified in the Code of Ordinances of the City of Jackson, Missouri, but kept on file in the office of the City Clerk.

Section 5. If any section, subsection, sentence, clause, phrase or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 6. This ordinance shall take effect and be in force on Wednesday, November 20, 2024.

FIRST READING: November 18, 2024.



MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Monday, November 18, 2024 at 6:00 PM

Board Chambers, City Hall, 101 Court St.

#### MINUTES

SECOND READING: November 18, 2024.

PASSED AND APPROVED this 18th day of November, 2024, by a vote of 8 ayes, 0 nays,

0 abstentions, and 0 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed) Mayor

ATTEST:

Angela Birk (signed) City Clerk

City Administrator Matthew Winters requests Closed Session

Now comes forth City Administrator Matthew Winters to request to proceed into closed session for one item of real estate in accordance with Section 610.021(2) RSMo and one contract item in accordance with Section 610.021(12) RSMo.

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Motion to Recess the Meeting to Study Session

Motion made by Alderman Fraley, seconded by Alderwoman Liley, to recess the meeting at 6:10 P.M., to convene to the Study Session. Ayes-8; Nays-0; Absent-0.

Motion to Proceed into Closed Session ) and to Adjourn the Meeting )

Meeting concluded at 6:25 P.M. On a motion by Alderwoman Liley, seconded by Alderman Hitt, it is ordered that the Board now convene into closed session for, for one item of real estate in accordance with Section 610.021(2) RSMo and one contract item in accordance with Section 610.021(12) RSMo and that the meeting will stand adjourned upon the adjournment of the closed session. On roll call: Alderwoman Young-aye; Alderman Stroder-aye; Alderman Seabaugh-aye; Alderwoman Williams-aye; Alderman Hitt-aye; Alderwoman Reiminger-aye; Alderwoman Liley-aye; and Alderman Fraley-aye. Ayes-8; Nays-0; Absent-0.

ATTEST:

Mayor

**City Clerk** 

#### BILL NO. 24-\_\_\_\_

#### ORDINANCE NO. 24-\_\_\_\_

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE AN ADDENDUM TO A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND UPTOWN JACKSON REVITALIZATION ORGANIZATION INC., RELATIVE TO THE ADDITION OF STAFF AND THE EXPANSION OF ACTIVITIES; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

WHEREAS, the Mayor and Board of Aldermen have been presented an addendum to a memorandum of understanding, hereinafter referred to as "addendum" attached hereto and incorporated herein as if fully set forth; and

WHEREAS, the Mayor and Board of Aldermen of the City of Jackson, Missouri, deem it advisable to enter into said addendum.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF JACKSON, MISSOURI, AS FOLLOW:

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the an addendum attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **Uptown Jackson Revitalization Organization Inc.** It is the belief of the Mayor and Board of Aldermen, that it is in the best interest of the citizens of the City of Jackson, Missouri, that the City enters into said addendum.

Section 2. That the Mayor is hereby authorized and directed to execute said addendum for and on behalf of the City of Jackson, Missouri.

Section 3. That the City Clerk of the City of Jackson is hereby authorized and directed to attest to the signature of the Mayor on the attached addendum.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion

Item 5.

shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 5. That this Ordinance shall take effect and be in force from and after its passage and approval.

FIRST READING: December 2, 2024.

SECOND READING: December 2, 2024.

PASSED AND APPROVED this 2nd day of December, 2024, by a vote of \_\_ ayes, \_\_ nays, \_\_ abstentions and \_\_ absent.

#### CITY OF JACKSON, MISSOURI

(SEAL)

BY: \_\_\_\_\_

ATTEST:

Mayor

City Clerk

#### ADDENDUM TO CONTRACT FOR THE PROVISION OF SERVICES

THIS ADDENDUM, effective as of the date executed by the parties hereto, amends and supplements that Contract for the Provision of Services by and between the CITY OF JACKSON, MISSOURI ("City") and UPTOWN JACKSON REVITALIZATION ORGANIZATION, INC., ("UJRO") with the effective date of November 21, 2022 (the "Contract").

WHEREAS, the City and UJRO wish to amend the payment amount under the Contract.

NOW, THEREFORE, for adequate consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend the Contract as follows:

**2. PAYMENT.** The City shall pay to UJRO the sum of \$35,000.00 in quarterly installments due on the 1<sup>st</sup> day of January, April, July, and October of each year. The parties may change the payment amount in writing with the effective date of the change.

The City and UJRO acknowledge that they have read and agreed to the terms and conditions of this Addendum; that they understand it will become legally binding and effective upon signing; and that all other terms of the Contract not modified herein shall remain in full force and effect.

DATE:\_\_\_\_\_

City of Jackson, Missouri

Dwain Hahs, Mayor

ATTEST:

Angela Birk, City Clerk

DATE: Uptown

Uptown Jackson Revitalization Organization, Inc.

By: And with

ATTEST:

RAPPLE

#### BILL NO. 24-\_\_\_\_

#### ORDINANCE NO. 24-\_\_\_\_

#### AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A COOPERATIVE EMPLOYMENT AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND JACKSON AREA CHAMBER OF COMMERCE RELATIVE TO THE POSITION OF DIRECTOR OF RETAIL DEVELOPMENT; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

WHEREAS, the Mayor and Board of Aldermen have been presented a cooperative employment agreement attached hereto and incorporated herein as if fully set forth; and

WHEREAS, the Mayor and Board of Aldermen of the City of Jackson, Missouri, deem it

advisable to enter into said cooperative employment agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF JACKSON, MISSOURI, AS FOLLOW:

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the cooperative employment agreement attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **Jackson Area Chamber of Commerce.** It is the belief of the Mayor and Board of Aldermen, that it is in the best interest of the citizens of the City of Jackson, Missouri, that the City enters into said cooperative employment agreement.

Section 2. That the Mayor is hereby authorized and directed to execute said cooperative employment agreement for and on behalf of the City of Jackson, Missouri.

Section 3. That the City Clerk of the City of Jackson is hereby authorized and directed to attest to the signature of the Mayor on the attached cooperative employment agreement.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion

shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 5. That this Ordinance shall take effect and be in force from and after its passage and approval.

FIRST READING: December 2, 2024.

SECOND READING: December 2, 2024.

PASSED AND APPROVED this 2nd day of December, 2024, by a vote of \_\_\_ ayes, \_\_\_ nays, \_\_\_ abstentions, and \_\_\_ absent.

(SEAL)

#### CITY OF JACKSON, MISSOURI

BY: \_\_\_\_\_

ATTEST:

Mayor

City Clerk

#### **COOPERATIVE EMPLOYMENT AGREEMENT**

THIS COOPERATIVE EMPLOYMENT AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_\_, 2024, by and between *CITY OF JACKSON, MISSOURI, a municipal corporation,* hereinafter referred to as "City," and *JACKSON CHAMBER OF COMMERCE, a nonprofit corporation,* also referred to as *JACKSON AREA CHAMBER OF COMMERCE,* located at 1846 E. Jackson Blvd in the City of Jackson, County of Cape Girardeau, State of Missouri, hereinafter referred to as "Chamber," WITNESSETH:

WHEREAS, the Chamber has created an additional personnel position to provide for dual reporting to both the City and the Chamber, and to provide for the joint funding of the position; and

WHEREAS, the parties have reached certain agreements and wish to memorialize those agreements in writing.

**NOW, THEREFORE,** in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, it is agreed as follows:

1. **POSITION.** The Chamber has created a fulltime position known as "Director of Retail Development for the City of Jackson and the Jackson Area Chamber of Commerce," hereinafter referred to as "Employee." All matters relating to the hiring of the Employee shall be conducted jointly by the City and the Chamber. The person hired shall be approved and agreed to by the City.

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2. **DIVISION OF POSITION.** The City and the Chamber shall, to the extent possible, divide the Employee's time equally so that each entity generally receives equal time and effort on the projects of each entity. The Employee shall report directly to the Mayor of the City for direction and supervision on City projects. The Employee shall report to the Chamber Board and the Executive Director of the Chamber for direction and supervision on Chamber projects.

3. **CITY RETAIL DEVELOPMENT.** The Employee's duties shall include, but not be limited to, communicating with and building relationships with retail operations currently existing in the City; communicating with and managing contacts with prospective retail businesses seeking to locate in the City; maintaining databases, websites, contact lists, and communications which relate to the recruiting of retail services; and assist in creating marketing materials for retail recruitment.

4. **JACKSON AREA CHAMBER OF COMMERCE.** The Employee's duties shall include, but not be limited to, maintaining correspondence with members, committees, and boards of the Chamber; assisting with communications in person, by phone, by e-mail, or by fax with members, committees, and boards; assisting with events, committee meetings, ribbon cuttings, and related activities; and assisting with sponsorship and recruitment opportunities.

5. **EMPLOYMENT, SALARY AND BENEFITS.** The Employee shall receive salary, insurance and benefits in the total amount of \$64,184.00 per year.

6. **EXPENSES.** Employee will be reimbursed for all reasonable and necessary business and travel expenses actually incurred by Employee in performing the services, subject to receipt of a written request for reimbursement, accompanied by appropriate supporting documentation. The Chamber or the City shall pay the expenses related to that entity's project. Expenses exceeding \$500.00 shall first be approved by the Mayor or the Executive Director for the expenses related to that entity's project.

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7. **PAYMENT.** The City shall pay to the Chamber on a quarterly basis an amount equal to one-half of the salary, insurance and benefits due to the Employee for that quarter.

8. **NON-CITY EMPLOYMENT.** The Employee shall be an employee of the Chamber and shall not be entitled to the normal benefits provided to employees of the City.

9. **REVIEW.** The City and the Chamber shall conduct a quarterly review of the projects and goals set for the Employee.

10. **INSURANCE.** The Chamber shall maintain liability and worker's compensation insurance covering any activities of the Employee.

11. **PRIOR AGREEMENTS.** The City and the Chamber have entered into prior funding agreements and this Agreement shall not affect those previous agreements and shall be in addition to any agreements existing between the parties or any agreements that may arise between the parties.

12. **TERM.** This Agreement shall be for a period of twenty-four (24) months and shall terminate automatically at the end of its term unless the Agreement is renewed by the parties.

13. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof and can be altered, amended, or modified only by written instrument executed by all such parties. This Agreement sets forth the entire agreement between the City and the Chamber, and no custom, act, forbearance or words or silence at any time, gratuitous or otherwise, shall impose any additional obligation or liability upon either party or waive or release either party from any default or the performance or fulfillment of any obligation or liability or operate as against either party as a supplement, alteration, amendment, or change of any terms or provisions set forth herein unless set forth in a written instrument duly executed by such party. The failure of either party to exercise any rights or remedies shall not release the other party from its obligations hereunder.

14. **GOVERNED AND CONSTRUED.** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

15. **BINDING.** This Agreement shall be binding upon and shall inure to the benefit of the undersigned parties and their respective heirs, legal representatives, distributees, successors, and assigns.

16. **USE OF WORDS.** Words of any gender used in this Agreement shall be construed to include any other gender, and words in the singular shall include the plural and vice versa, unless the context requires otherwise.

17. **CAPTIONS.** Any captions used in this Agreement are for convenience only and shall not be deemed to amplify, modify, or limit the provisions hereof.

18. **ENFORCEABILITY.** In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respects, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

19. **RIGHTS AND REMEDIES.** The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other available remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

**IN WITNESS WHEREOF,** the parties have executed this instrument the day and year first above written.

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#### CITY:

#### CITY OF JACKSON, MISSOURI

By: \_\_\_\_

Mayor

ATTEST:

City Clerk

**CHAMBER:** 

#### JACKSON CHAMBER OF COMMERCE

By: President

ATTEST: Executive Director

Item 8.

#### AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND AUXIANT, OF WAUWATOSA, WISCONSIN, RELATIVE TO PROVIDING SERVICES UNDER THE 2025 EMPLOYEE MEDICAL AND DENTAL INSURANCE BENEFIT PLAN; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

WHEREAS, the Mayor and Board of Aldermen have been presented a contract attached hereto and incorporated herein as if fully set forth; and

WHEREAS, the Mayor and Board of Aldermen of the City of Jackson, Missouri, deem it

advisable to enter into said contract.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF JACKSON, MISSOURI, AS FOLLOW:

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the contract attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **Auxiant, of Wauwatosa, Wisconsin.** It is the belief of the Mayor and Board of Aldermen, that it is in the best interest of the citizens of the City of Jackson, Missouri, that the City enters into said contract.

Section 2. That the Mayor is hereby authorized and directed to execute said contract for and on behalf of the City of Jackson, Missouri.

Section 3. That the City Clerk of the City of Jackson is hereby authorized and directed to attest to the signature of the Mayor on the attached contract.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion

Item 8.

shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 5. That this Ordinance shall take effect and be in force from and after its passage and approval.

FIRST READING: December 2, 2024.

SECOND READING: December 2, 2024.

PASSED AND APPROVED this 2nd day of December, 2024, by a vote of \_\_ ayes, \_\_ nays, \_\_ abstentions and \_\_ absent.

#### CITY OF JACKSON, MISSOURI

(SEAL)

BY: \_\_\_\_\_

ATTEST:

Mayor

City Clerk

# **City of Jackson**

Administrative Services Only HEALTH CARE PROPOSAL

# January 1, 2025



10700 W Research Drive, Suite 120 Milwaukee, WI 53226 Ph 414.475.1601/ 1.800.682.0795 / Fax 414.475.1684 sbellefeuille@auxiant.com / www.Auxiant.com



#### **Renewal Exhibit for: City of Jackson**

#### Effective 1/1/2025

	Current		Renewal	
Administrative Costs (Fixed)				
Annual Administration Fee		\$750.00		\$750.00
Administration Fee	\$25.25	\$37,269.00	\$25.60	\$37,785.60
UR Fee	\$3.60	\$5,313.60	\$3.60	\$5,313.60
Dental Fee	\$2.90	\$4,280.40	\$3.05	\$4,501.80
PPO Fee - Average	\$8.00	\$11,808.00	\$10.50	\$15,498.00
Monthly Broker Fee	\$32.50	\$47,970.00	\$32.50	\$47,970.00
Network Repricing Fee	\$3.55	\$5,239.80	\$3.55	\$5,239.80
TIC & CAA Interface fee	\$0.85	\$1,254.60	\$0.85	\$1,254.60
Total Fixed Cost		\$113,885.40		\$118,313.40
% Change				3.89%
Census:				
Employee	65		65	
Employee + Spouse	10		10	
Employee + Child(ren)	34		34	
Family	14		14	
Total	123		123	

See Assumptions for contingencies that apply

Note: PPO fees are for the Current Option: Health Link - \$8.00 with First Health wrap 20% of savings Note: PPO fees are: Mercy Direct \$2.50 / HealthLink \$8.00 with First Health wrap 20% of savings

Maternity Management fee \$133 per hour

\*PPO & Vendor fees may change based on PPO & Vendor rates\*

- Medical Admin Fee includes Rx Interface, COBRA, and Auxiant's Aggregate Accommodation Fee. Roundstone's aggregate accommodation fee is listed in their proposal.

- Roundstone handles all the Stop Loss. COBRA Administration is for all benefit lines to include services not administered by Auxiant.

Auxiant will not be responsible for any disclosure issues or problems relating to the stop loss contract if not placed by Auxiant.

By signing below, I acknowledge that I understand the risk and agree to hold Auxiant harmless.

City of Jackson agrees to this renewal for the renewal plan year starting 1/1/2025

and amends Auxiant's Claim Administration Agreement to incorporate the fees illustrated in our renewal.

City of Jackson commits to these rates and fees for the next plan year starting 1/1/2025 (includes all Auxiant fees).

\_ Group Signature \_\_\_\_

\_ Date

\_\_ Date

\_\_\_ Broker/Consultant

11/22/2024

## **Administrative Services Only**

#### **AUXIANT ASSUMPTIONS:**

- 1. Roundstone handles all the Stop Loss.
- 2. Medical Administration Fee includes: Rx Interface, COBRA, and Auxiant's Aggregate Accommodation. Roundstone's Aggregate Accommodation fee is listed in their proposal.
- 3. TIC & CAA fee is proposed to offer a software solution to help your plan satisfy the new 1/1/2023 compliance requirement to make available an online shoppable tool to include member, service, and provider specific allowables and cost share estimates to members. This fee is applicable if you choose to implement the Auxiant proposed software solution AND your PPO Network is able to provide a Github compliant JSON machine readable file and an electronic network directory. Additional fees may apply for custom formatting of a non-compliant Github/JSON file.
- 4. COBRA Administration is for all benefit lines to include services not administered by Auxiant.
- 5. Auxiant recommend considering other rental networks in certain states; PPO and UR fees would be priced on a case-by-case basis if not with Cigna PPO/UR.
- 6. Auxiant will not be responsible for any disclosure issues or problems relating to the stop Loss contract, if not placed by Auxiant. By signing below, I acknowledge that I understand this risk and agree to hold Auxiant harmless.
- 7. Quote assumes January 1, 2025 effective date.
- 8. Proposal includes Auxiant's On-Line Enrollment Product for the benefits that Auxiant administers. Additional fees may apply for other products or one and done technology.
- 9. Auxiant will retain up to 33.33% of all successful subrogation recoveries.
- 10. All PPO fees and Broker fees would be in addition to all fees quoted in this proposal.
- 11. ASO quote assumes Stop Loss will be placed with an Auxiant Approved Stop Loss carrier.
- 12. If a group terminates Auxiant the claim run-out fee would be \$35.00 pepm (in 6-month increments). In addition, Auxiant will charge \$200.00 per report request. The report fees must be paid before reports will be provided.
- 13. Auxiant requires confirmation of PBM Vendor.
- 14. Proposal includes claims surveillance technology which seeks to achieve additional cost savings for the plan, along with improved care for the claimant. (Zelis Fee 25% of Savings). Proposal also includes Auxiant Medical Management Non-Network Usual Reasonable Customary Reference Based Pricing (RBP) program. The fee for this service is 18% of savings. These fees may or may not be covered by Stop Loss.
- 15. Any additional cost control programs outside of Auxiant Medical Management will require review and approval they may require additional interface fees and additional implementation lead time.
- 16. Please Note: Auxiant may receive administration fees and/or rebate fees from the Pharmacy Benefits Manager (PBM) to offset costs of integrating the Pharmacy Benefit Management Program with the Health Plan. For this fee, Auxiant provides a variety of services to the Pharmacy Benefit Management Program (which benefits the underlying plan participants), including but not limited to integrating pharmacy information into Stop Loss claims, providing billing and remittance to the PBM, coordinating enrollment and termination information for the PBM, and producing identification cards for the PBM program.

- 17. Auxiant is an independent third-party administrator and is not owned by, controlled by, or has any financial ownership interest in any Stop Loss insurer or managing general underwriter with which it solicit quotes or places business, nor does it have any tie-in or exclusivity arrangements with any such insurer or entity. Auxiant is not affiliated with the insurer whose contract may be recommended to an Auxiant client.
- 18. Auxiant attempts to make commercially reasonable efforts to market a client's Stop Loss insurance needs with the widest range of stop loss carriers and managing general underwriters based upon the requirements and covered lives data provided by the client. Auxiant may receive commission overrides from a stop loss carrier based upon the volume of premiums placed by Auxiant with that stop loss carrier over the course of a year. Such overrides are not attributable to any one employer or plan, but are calculated based upon the total premium volume over the course of a year. If Auxiant is not paid these rebate fees, commissions, or overrides, our administrative fees are subject to change upon thirty (30) day notice.

#### ADDITIONAL ADMINISTRATIVE SERVICES:

- a. Annual 509A (Completion and Filing) \$550.00
- b. Auxiant Analytics no fee, through Roundstone.
- c. Claim Run-out Fees \$35.00 pepm in 6 month increments. In addition, Auxiant will charge \$200.00 per report request. Report fee must be paid before reports will be provided.
- d. Dental Administration \$3.05 pepm
- e. Disease Management Comprehensive \$3.60 pepm
- f. Enrollment (Non-Auxiant Vendor) \$1,500.00 existing vendor / \$3,000.00 new vendor.
- g. Flex Administration \$5.50 pepm includes \$1.00 for Debit Card
- h. HRA Administration \$5.50 pepm includes \$1.00 for Debit Card
- i. HealthJoy Standard (Quote through HealthJoy) / TPA+ Option 1 \$10.00 pepm / TPA+ Option 2 \$12.00 pepm
- j. Large Case Management \$133.00 per hour
- k. Maternity Management \$133.00 per hour
- I. Medical Necessity Review \$247.00 per case
- m. Nurse Care Line 24/7/365 \$0.60 pepm
- n. Outpatient Surgery / Outpatient Diagnostic Services / Outpatient Continuing Care Services / Outpatient Psychiatric and Substance Abuse \$0.63 pepm per service.
- Outpatient Option 1 (Based on use of American Health's recommended precertification list) Surgery / Diagnostic Services / Continuing Care Services - \$1.16 pepm; Mental Health/Substance Use Disorder - \$0.42 pepm.
- p. Outpatient Option 2 (Based on use of American Health's recommended precertification list)
   Surgery / Diagnostic Services / Continuing Care Services / Psychiatric and Substance Abuse
   \$0.42 pepm per service
- q. PACE \$2.00 pepm (PHIA \$1.00 Auxiant \$1.00)
- r. Physician Evaluations/Recommendations \$239.00 per case
- s. Plan Amendments \$200.00 / Plan Document Rewrite \$750.00
- t. Plan Document Review costs \$150.00 per hour with a 3.5 hour minimum charge (if you elect a third party vendor or broker to write your document)
- u. PPO Networks (more than three) \$0.50 per additional network
- v. Preparation of IRS Form 5500 (ERISA plans) \$750.00
- w. Short Term Disability Administration \$1.60 pepm
- x. Special Statistical Reports Actual expenses incurred, plus fifteen percent (15%)
- y. Teladoc \$3.30 pepm fully-capitated / \$1.60 pepm + \$58 consult fee partially-capitated
- z. Vision Administration \$0.65 pepm

Item 10.

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN CITY THE OF JACKSON, MISSOURI, AND **ROUNDSTONE** MANAGEMENT, OF LAKEWOOD, *OHIO*, **RELATIVE** LTD., TO PROVIDING SERVICES UNDER THE 2025 EMPLOYEE MEDICAL AND DENTAL INSURANCE BENEFIT PLAN; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

WHEREAS, the Mayor and Board of Aldermen have been presented a contract attached hereto and incorporated herein as if fully set forth; and

WHEREAS, the Mayor and Board of Aldermen of the City of Jackson, Missouri, deem it

advisable to enter into said contract.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF JACKSON, MISSOURI, AS FOLLOW:

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the contract attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **Roundstone Management**, **Ltd.**, **of Lakewood**, **Ohio**. It is the belief of the Mayor and Board of Aldermen, that it is in the best interest of the citizens of the City of Jackson, Missouri, that the City enters into said contract.

Section 2. That the Mayor is hereby authorized and directed to execute said contract for and on behalf of the City of Jackson, Missouri.

Section 3. That the City Clerk of the City of Jackson is hereby authorized and directed to attest to the signature of the Mayor on the attached contract.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion

Item 10.

shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 5. That this Ordinance shall take effect and be in force from and after its passage and approval.

FIRST READING: December 2, 2024.

SECOND READING: December 2, 2024.

PASSED AND APPROVED this 2nd day of December, 2024, by a vote of \_\_ ayes, \_\_ nays, \_\_ abstentions and \_\_ absent.

#### CITY OF JACKSON, MISSOURI

(SEAL)

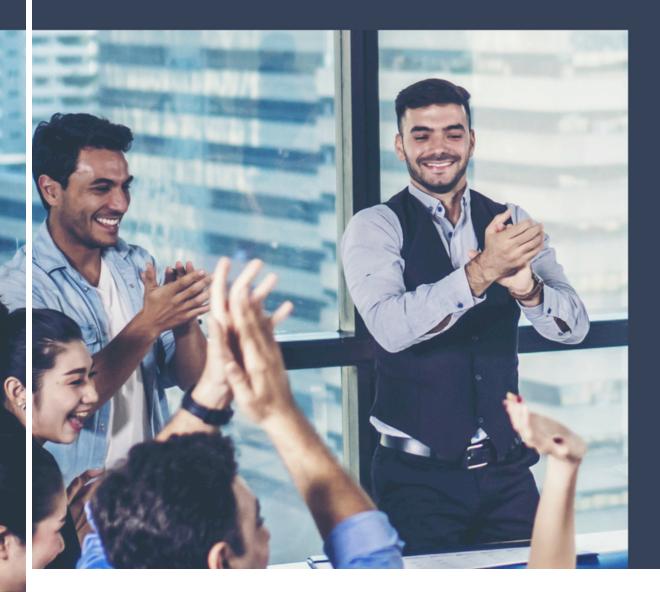
BY: \_\_\_\_\_

ATTEST:

Mayor

City Clerk





## **Group Medical Captive Renewal Proposal**

Employer: City of Jackson

Advisor: The Meyer Group, Inc. St. Louis MO

Proposal #: 76972

Coverage Period: 1/1/25 -12/31/25

Regional Practice Leader: Robert Specific Deductible: \$150,000 Pace

Claims Administrator: Auxiant

Network/PBM: Mercy Direct/HealthLink Open Access III /First Health/Express Scripts

Client Manager: Jennifer Trudel

Underwriter: Calli Gasparro

# **Current Snapshot**

Roundstone values transparency — a merit often missing in our modern healthcare system. Our program allows you to see exactly how and where your health insurance dollars are being spent. We believe insight into your health benefits program offers your business greater control, helps improve your employees' well-being, and allows you to budget and plan accordingly for the years ahead.



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## January Insight Pool: Current Snapshot

When you implemented your health insurance plan, you became a part of something big. You and your fellow Roundstone captive participants have banded together to take control of your healthcare costs - and it shows! Current captive participants in the Insight pool have saved over \$32.6M since joining Roundstone. You're in good company in the Insight pool with other mid-market employers like you - learn more below.

NUMBER OF EMPLOYERS IN POOL

565

TOTAL EMPLOYER GROUPS

#### NUMBER OF LIVES IN POOL

118,170

#### PREVIOUS YEAR'S DISTRIBUTIONS

\$10.50M

PREMIUM RETURNED TO POOL PARTICIPANTS

INDUSTRY SUMMARY Public • Private • Non-profit real estate insurance

wholesale & retail services manufacturing

finance

#### POOL TESTIMONIALS

"Over the last five years, we've come up with some substantial savings by virtue of being selfinsured. Our savings? \$329,905." **Chief Executive Officer** 

"We decided to switch in an effort to reduce costs while maintaining benefits plan quality for employees. We've saved almost \$3M in just 5 years. The way I look at it, every fifth year, I get a free year of insurance."

**VP of Human Resources** 

# Long-Term Savings through Cost Containment

You care about achieving long-term savings for your company and your employees, which is why you've made a sound decision by choosing captive insurance funding. To realize even greater savings opportunities and plan control, consider implementing low-cost, high-return cost containment solutions. Below is a projection of your health insurance costs after applying Roundstone's recommended cost containment strategies.



# **The CSI Team Delivers Cost Containment Solutions**

Roundstone's CSI Team is made up of registered nurses, cost containment specialists, client managers, and the underwriting team - all available to help you translate your data into actionable insights.

#### **CSI Dashboard Features:**

- Automated Monthly Reporting: Reports detailed by service type, claim category & condition.
- **Benchmarking:** Compare your claims spending to national benchmarks for performance assessment.
- **HIPAA-Compliant:** Individual employee claims remain anonymous.



# Long-Term Savings with Variable Costs

One strength the group medical captive program delivers is enhanced variable cost funding. This allows for a greater return on savings over the long-term. All unused funds in the employer claims account are retained by the employer. Unused funds in the entire risk-sharing pool are also returned to each participating employer on a pro rata basis. The remaining 11% costs are fixed — a stark contrast from 100% fixed costs with traditional health insurance companies.



\*In traditional, fully insured health insurance programs, all fees are 100% fixed with zero chance to recoup unused funds.

# **Fixed vs. Variable Costs**

Fixed Costs	Projected	Maximum	% of Maximum
Reinsurance	\$129,406	\$129,406	6%
Administrative	\$110,304	\$110,304	5%
TOTAL FIXED	\$239,710	\$239,710	11%

Variable Costs	Projected	Maximum	% of Maximum
Employer Claims	\$1,245,093	\$1,556,366	79%
Pooled Premium	\$189,325	\$209,714	10%
Renewal Collateral	\$0	\$0	0%
TOTAL VARIABLE	\$1,434,418	\$1,766,080	89%
TOTAL COSTS*	\$1,674,128	\$2,005,790	100%

\*Over the past 10 years, less than 1% of our groups have hit the maximum.

\*Max Cost includes all premiums, aggregate attachment point, admin fees, and collateral. An employer's cost may temporarily exceed this maximum cost until all reimbursements have been made.

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# **Long-Term Volatility Protection**

The risk allocation chart is an illustration of the claim layers. Moderate sized claims are absorbed in the pooled premium layer. This means that you don't have to stand alone when it comes to less frequent but costly claims.



# **Cost Projection**

It is important to focus on your actual costs when managing your health benefit plan for longterm savings. Still, projected costs are necessary for budgeting — see your renewal cost projection below compared to your current.

Annual Cost							
Current Rates Renewal Rates Change from Current							
Projected Cost	\$1,638,953	\$1,674,128	2.1%	\$35,176			
Administrative	\$106,200	\$110,304	3.9%	\$4,104			
Specific Premium	\$273,096	\$273,139	0.0%	\$43			
Aggregate Premium	\$64,411	\$64,411 \$65,981		\$1,570			
Max Employer Claims	\$1,519,402	\$1,556,366	2.4%	\$36,965			
	Sav	Savings		Fo Renewal Max			
20/20 Savings Since Inception	\$2,42	22,889	20	.8%*			

\*This percentage is in comparison to the maximum renewal cost.

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# **Detailed Plan Costs**

Specific Deductible		\$150,000	\$150,000	\$150,000
Specific/Individual Coverage	Enrollment	Contract	Annualized	PEPM
Specific Contract Premium	120	\$273,139	\$273,139	\$189.68
Renewal Collateral (Reserves)		\$0	\$0	\$0.00
Aggregate Coverage	Enrollment	Contract	Annualized	PEPM
Aggregate Contract Premium	120	\$65,981	\$65,981	\$45.82
Max Employer Claims	120	\$1,556,366	\$1,556,366	\$1,080.81
Plan Costs	Enrollment	Contract	Annualized	PEPM
Estimated TPA Fees	120	\$63,504	\$63,504	\$44.10
Consultant Fee	120	\$46,800	\$46,800	\$32.50

Certain non-stop loss related costs are estimated based on the data provided. Employer's TPA or consultant can confirm or update these costs.

Summary	Contract	Annual
Stop Loss Premium	\$339,120	\$339,120
Employer's Net Max Claims	\$1,556,366	\$1,556,366
Plan Costs	\$110,304	\$110,304
Maximum Cost	\$2,005,790	\$2,005,790
PROJECTED COST	\$1,674,128	\$1,674,128
PROJECTED PEPM	\$1,162.59	\$1,162.59

# Plan Design

# Specific Deductible \$150,000

These Illustrative Rates are for budgeting purposes only. These Premium Equivalent rates are comprised of estimated claims, administrative cost , and broker compensation and will never appear as bundled rates on an invoice.

	POS		H	SA	
	In Network	Out of Network	In Network	Out of Network	
Deductible	\$1,000	\$6,000	\$1,650	\$6,600	
Coinsurance	70%	50%	80%	60%	
Out-of-Pocket Max	\$4,000	\$15,000	\$4,000	\$15,000	
Drug					
Generic	10		SAAO		
Formulary	35		SAAO		
Non-Formulary	60		SAAO		

\*SAAO = Same As Any Other

# **Optional Tiered Breakdown**

Current Enrollment	POS	HSA
Single	46	17
Employee + Spouse	6	2
Employee + Child	23	12
Employee + Family	4	10
		TOTAL ENROLLMENT = 120
Projected Annual Costs	POS	HSA
Single	\$747.90	\$730.08
Employee + Spouse	\$1,570.59	\$1,533.16
Employee + Child	\$1,421.01	\$1,387.15
Employee + Family	\$2,243.70	\$2,190.23
	Т	OTAL PROJECTED ANNUAL COSTS = \$1,674,128
Midpoint (between Projected and Maximum)	POS	HSA
Single	\$821.98	\$802.40
Employee + Spouse	\$1,726.17	\$1,685.03
Employee + Child	\$1,561.77	\$1,524.55
Employee + Family	\$2,465.95	\$2,407.18
		MIDPOINT = \$1,839,959
Maximum Annual Costs	POS	HSA
Single	\$896.07	\$874.71
Employee + Spouse	\$1,881.74	\$1,836.89
Employee + Child	\$1,702.53	\$1,661.95
Employee + Family	\$2,688.20	\$2,624.13
		TOTAL MAXIMUM ANNUAL COSTS = \$2,005,790

\*Collateral is not included

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# **Terminal Liability Options**

If indicated below, this offer includes Specific and Aggregate Terminal Liability Options, subject to the terms and conditions set forth in the stop loss contract. These options provide run-out coverage for covered expenses incurred prior to the stop loss contract termination date and paid within 90 days after the termination date. These options are void under early termination or moving to another self-funded arrangement. Option election must occur at least 60 days prior to the end of the contract period.

#### **Specific Terminal Liability Option:**

Provides 90 days of run-out on Specific Stop Loss Coverage. In consideration for the Specific Terminal Liability Option, the group will be required to pay additional specific premium of \$35,355 (\$150,000 specific deductible) upon option election, in accordance with the terms of the Policy.

#### Aggregate Terminal Liability Option:

Provides 90 days of run-out on Aggregate Stop Loss Coverage. Aggregate factors for the run-out period will be the guoted aggregate factors multiplied by a completion factor of 1.25 retroactive to the effective date. In consideration for the Aggregate Terminal Liability Option, the group will be required to pay additional aggregate premium of \$5,000.

# **Proposal Qualifications, Assumptions & Conditions**

The issue date of this proposal is 1/1/25 and will be valid through 12/31/25.

Contract basis for aggregate and specific 24/12.

Lines of coverage for aggregate Medical, RX Card.

This quote uses an aggregate attachment corridor of 125%.

The minimum aggregate attachment point is equal to 100% of the calculated attachment point using the final census.

Lines of coverage for specific Medical, RX Card.

Maximum Annual Reimbursement: Aggregate=\$1,000,000/Specific=Unlimited.

The Stop-Loss Carrier is Standard Life and Accident Insurance Company.

Notwithstanding the specified Specific Retention Amount for this group, the following individual claimants will be subject to the corresponding Specific Retention Amounts set forth below:

#### RS01 - \$225,000

The specific retention amount will be \$225,000 retroactive to the effective date, if this claimant incurs charges associated with the medication lbrance or any other medications or treatments used to treat Breast Cancer.

Claim amounts between the \$150,000 group Specific Retention Amount and the individual claimant Specific Retention Amount listed above will not accrue toward the Annual Aggregate Retention Amount.

Typographical errors or omissions in this proposal are not binding and, in such instance, a revised proposal will be issued to correct.

Certain non-stop loss related costs are estimated based on the data provided. Employer's TPA or consultant can confirm or update these costs.

The Plan Costs (TPA/PBM fees and Consultant fees) in this proposal are estimates based on a default set of services. Therefore, your total costs may vary based on your specific TPA and PBM set of services and associated fees and/or credits including but not limited to claims editing and RX Rebates.

Maximum Costs includes Specific and Aggregate Stop Loss Premium, Plan Costs(TPA/PBM and Consultant fee), Maximum Employer Claims (Aggregate paid claims prior to deduction for Rx rebates, provider refunds, subrogation amounts, and extra contractual claims), and Collateral. Note that all are subject to change with change in enrollment.

Any (1) Rx rebates earned (regardless of receipt or rebate credit model) or (2) Provider refunds, subrogation amounts, and extra contractual claimis shall be netted against the calculated aggregate loss.

**New York** - This proposal, and the binding of any stop loss contract based upon this proposal, is expressly conditioned upon the group being able to be issued a stop loss contract under New York law as of the proposal effective date.

Maryland - This proposal, and the binding of any stop loss contract based upon this proposal, is expressly conditioned upon the group being able to be issued a stop loss contract under Maryland law as of the proposal effective date.

North Carolina - This proposal, and the binding of any stop loss contract based upon this proposal, is expressly conditioned upon the group being able to be issued a stop loss contract under North Carolina law as of the proposal effective date.



#### Conditions

If the rates are not being locked-in, the following information, as of the renewal date, must be provided to Roundstone no later than 30 days after the renewal date.

Monthly paid medical and prescription drug claims experience and monthly enrollment. We reserve the right to recalculate the specific rates and aggregate factors if the last 2 months of paid claims experience in the current year varies by more than 10% of the monthly average paid claims for the previous 10 months.

Large claims greater than \$10,000 with Diagnosis/Prognosis.

Pended claims and large case management reports.

Final census with plan selection and coverage type. Final rates and factors are subject to revision if final enrollment varies by more than 10% from proposed enrollment.

Signed and approved application for Stop Loss Insurance Coverage.

Plan Document, including all amendments, for the renewal year. Roundstone will not provide a Stop Loss Contract, or adjudicate or pay a reimbursement claim, until all applicable signed Plan Documents with all amendments are submitted and approved. If there are no changes in the Plan Document from the expiring year, a letter indicating so is sufficient.

Retirees are included.

This proposal is based upon the plan benefits identified in this proposal.

Assumes no material changes to the current plan document.

The terms of this offer are tentative and based on the information and data provided to Roundstone. This offer is subject to change upon receipt and review of additional information requested. All required information must be received by us within the time period indicated, otherwise we reserve the right to withdraw terms and return any premiums remitted.

The terms of this offer are subject to revision if there is a change in the coverage period or plan benefits.

Specific coverage includes Advanced Funding courtesy, which assists policy holders with funding of eligible catastrophic specific excess loss claims by expediting the reimbursement process.

State implemented surcharges, pool charges and/or covered lives assessments may not be covered under the stop loss contract.

Commissions are not included in the stop loss premium.

Minimum participation is 50% of eligible employees, excluding valid waivers.

Plan engagement of an approved third-party claims administrator.

Plan must have pre-certification, utilization review and large case management.

The Tiered Breakdown is an estimate based on costs calculated using information provided by the employer and its agents at the time of submission. Actual costs may vary based on final enrollment, plan designs selected, and group specific utilization, which would alter the Tiered Breakdown calculation.

Coverage is contingent upon our receipt of collateral.

Roundstone is the contracted agent of the insurance carrier.

Any cost containment provider used by you, your TPA or your advisor to reduce claims cost may be eligible for stop loss reimbursement on percentage of saving fees charged by such cost containment provider. Such percentage of savings fees charged by the cost containment provider shall be capped for stop loss reimbursement up to 25% of the percentage of savings

Underwriters reserve the right to apply either (1) a laser/individual deductible or (2) an aggregating specific deductible based on their review of requests for claims data as specified in the Additional Request Section.

Laser Cap Option included on renewal.

Rate Cap included on renewal. Upon your renewal, your stop loss premium PEPM (Specific Contract Premium and Aggregate Contract Premium) shall not increase by more than 30% assuming your plan details stay the same.

## **ROUNDSTONE** | RoundstoneInsurance.com | 440.617.0333

#### Additional Requirements:

No collateral is due for this renewal.

This proposal assumes the PEPM structure for Mercy Direct/Southeast First Option, not a percentage of savings.

In-network claims will be paid at the provided contracted rate for the hospital, HealthLink, or First Health pricing for all in network.

This proposal assumes the out of network claims are reimbursed at a percentage of Medicare, up to 140% of Medicare.

Full eligibility census with valid waiver reasons required to bind coverage, must meet minimum participation percentage.

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3437 William Street, Cape Girardeau, Missouri 63701 / BFWengineers.com / 573-222-5632

September 4, 2024

Mrs. Janet Sanders, Director of Public Works City of Jackson 101 Court Street Jackson, MO 63755

> RE: Jackson East Main Street Sidewalks TAP-3000(009) Estimated work order under existing master agreement for Construction Administration and Inspection

Dear Director Sanders,

As requested, we are providing a detailed estimate of construction phase (post contract award) contract administration and inspection for your use preparing a work order under the existing master agreement. This estimate has been attached to this letter as "Exhibit B."

We appreciate the opportunity to provide services to the City of Jackson.

Sincerely,

Bacon Farmer Workman Engineering & Testing, Inc

Mu

Mark Workman, Executive Vice President

SHEET 1 OF 3

## Job No. Project Description -

FEE SUMMARY - ESTIMATED COST PLUS FIXED FEE

**Date:** 9/4/2024

Job No.:

Proj. Desc.: East Main Sidewalk Contract Amin & Inspection - Jackson

## BFW FEE ONLY (See below for subconsultants and their fee and tasks)

Administration		<u>No. of Ho</u>	<u>urs</u>	Rate per Hou	<u>r</u>	<u>Total</u>
Principal in Charge		0.0	Hours @	\$86.00	=	\$0.00
Project Manager		37.0	Hours @	\$74.71	=	\$2,764.27
Project Engineer		0.0	Hours @	\$74.82	=	\$0.00
Phase III Technician		2.0	Hours @	\$53.47	=	\$106.94
Senior Trans. Designer		0.0	Hours @	\$48.17	=	\$0.00
Geologist		0.0	Hours @	\$23.75	=	\$0.00
Driller Supervisor		0.0	Hours @	\$37.12	=	\$0.00
Administrative		12.0	Hours @	\$43.08	=	\$516.96
	Subtotal	51.0				\$3,388.17

Construction Inspection		No. of Hou	urs	Rate per Hour		<u>Total</u>
Principal in Charge		0.0	Hours @	\$86.00	=	\$0.00
Project Manager		0.0	Hours @	\$74.71	=	\$0.00
Project Engineer		0.0	Hours @	\$74.82	=	\$0.00
Phase III Technician		180.0	Hours @	\$53.47	=	\$9,624.60
Senior Trans. Designer		0.0	Hours @	\$48.17	=	\$0.00
Geologist		0.0	Hours @	\$23.75	=	\$0.00
Driller Supervisor		0.0	Hours @	\$37.12	=	\$0.00
Administrative		0.0	Hours @	\$43.08	=	\$0.00
	Subtotal	180.0				\$9,624.60

<b>Documentation</b>		No. of Ho	urs	Rate per Hou	<u>r</u>	<u>Total</u>
Principal in Charge		0.0	Hours @	\$86.00	=	\$0.00
Project Manager		0.0	Hours @	\$74.71	=	\$0.00
Project Engineer		0.0	Hours @	\$74.82	=	\$0.00
Phase III Technician		24.0	Hours @	\$53.47	=	\$1,283.28
Senior Trans. Designer		0.0	Hours @	\$48.17	=	\$0.00
Geologist		0.0	Hours @	\$36.78	=	\$0.00
Driller Supervisor		0.0	Hours @	\$22.50	=	\$0.00
Administrative		0.0	Hours @	\$43.08	=	\$0.00
	Subtotal	24.0				\$1,283.28

Material Testing		No. of Ho	urs	Rate per Hour		<u>Total</u>
Principal in Charge		0.0	Hours @	\$86.00	=	\$0.00
Project Manager		0.0	Hours @	\$74.71	=	\$0.00
Project Engineer		0.0	Hours @	\$74.82	=	\$0.00
Phase III Technician		0.0	Hours @	\$53.47	=	\$0.00
Senior Trans. Designer		0.0	Hours @	\$48.17	=	\$0.00
Geologist		0.0	Hours @	\$23.75	=	\$0.00
Driller Supervisor		0.0	Hours @	\$37.12	=	\$0.00
Administrative		0.0	Hours @	\$43.08	=	\$0.00
	Subtotal	0.0				\$0.00

SHEET 2 OF 3

## Job No. **Project Description -**

FEE SUMMARY - ESTIMATED COST PLUS FIXED FEE

Date: 9/4/2024

Job No.:

Proj. Desc.: East Main Sidewalk Contract Amin & Inspection - Jackson

BFW FEE ONLY (See below for subconsultants and their fee and tasks)

Final Plans		<u>No. of Ho</u>	<u>urs</u>	Rate per Hour	•	<u>Total</u>
Principal in Charge		0.0	Hours @	\$86.00	=	\$0.00
Project Manager		15.0	Hours @	\$74.71	=	\$1,120.65
Project Engineer		0.0	Hours @	\$74.82	=	\$0.00
Phase III Technician		0.0	Hours @	\$53.47	=	\$0.00
Senior Trans. Designer		0.0	Hours @	\$48.17	=	\$0.00
Geologist		0.0	Hours @	\$23.75	=	\$0.00
Driller Supervisor		0.0	Hours @	\$37.12	=	\$0.00
Administrative		0.0	Hours @	\$43.08	=	\$0.00
	Subtotal	15.0				\$1,120.65

MANHOUR SUMMARY BY CLASSIFIC	ATION	No. of Hours	
Principal in Charge		0.0	Hours
Project Manager		52.0	Hours
Project Engineer		0.0	Hours
Phase III Technician		206.0	Hours
Senior Trans. Designer		0.0	Hours
Geologist		0.0	Hours
Driller Supervisor		0.0	Hours
Administrative		12.0	Hours
	<b>Total Hours</b>	270.0	Hours

	Total Direct Salary Costs		\$15,416.70
	Overhead on Salary Costs	145.77%	\$22,472.92
	FCCM (Salary Only)	0.91%	\$140.29
	Subtotal (Salary + Overhead)		\$37,889.62
	Fixed Fee	12.00%	\$4,546.75
<u>Subconsultants</u>			
<u>Name</u>			<u>Fee</u>
	Subco	onsultant Total	\$0.00
	Subconsultant % of Total (Goal =%	5) 0.00%	

SHEET 3 OF 3

### Job No. **Project Description -**

#### FEE SUMMARY - ESTIMATED COST PLUS FIXED FEE Job No.:

Date:

9/4/2024

Proj. Desc.: East Main Sidewalk Contract Amin & Inspection - Jackson

BFW FEE ONLY (See below for subconsultants and their fee and tasks)

BFW Direct Expenses					
Description	<u>Amount</u>	Unit	<u>Unit Cost</u>		<u>Total</u>
Mileage	1,960.00	miles @	\$0.655	=	\$1,283.80
Concrete Molds	20.00	each @	\$3.75	=	\$75.00
Compressive Strength Testing	20.00	each @	\$20.00	=	\$400.00
Overtime	0.00	hour @	\$17.55	=	\$0.00
Nuclear Gauge	2.00	day @	\$40.00		\$80.00
Standard Proctor	2.00	each @	\$170.00		\$340.00
Gradations	2.00	each @	\$75	=	\$150.00
	BE	W Direct E	vnoncos Tota	1	62 220 00

BFW Direct Expenses Total \$2,328.80

TOTAL ESTIMATED ENGINEERING FEE = \$44,905.47



# PARK DONATION & MEMORIAL FORM

Donor name or organ	ization: JAOSA	
Address: S. Farm	City, State, Zip	: JACKSON MO
Phone 513 - 275	E-mail: t Ko	eller @ apprilised ank. com
Pre-approved donatio	n list of new items: (please check app	propriate item)
Tree	Picnic Table	Metal Bench
Planter	Litter Receptacle	Drinking Fountain
Other		
Proposed location:	fencing along sidewall	K of fields 11, 10, 9, 4, 3, 2, 1
Description of reques	t: all new Chainteine fe	enceng

Estimated value of donation: \$37,000

Maintenance plan of donation:

Note: For major projects, the City reserves the right to require construction plans, specifications and other appropriate items.

Signature:		0	lothing	R. Hoeller
Date:	11	1	2024	•

Return to: Jason Lipe, Director Parks & Recreation Department 381 E. Deerwood Dr. Jackson, MO 63755



#### **PARK DONATION & MEMORIAL FORM**

Litter Receptacle

GIVIAG Fund Compton Donor name or organization: BROADRIDGAY, State, Zip: JackSon, MO 63755 79-69920 E-mail: angecomptuna hotmuil. Com 87-4896 homer compton a hotmail. com. Blist of new items: (please check appropriate item) Address: <u>1141</u> Phone <u>573-9</u> 573-52 Pre-approved donation Tree Picnic Table Metal Bench

Planter

\_\_\_\_ Other

Proposed location:

Description of request:

A concrete street hockey Rink for Jackson Street Hockey A Compto

**Drinking** Fountain

Estimated value of donation:

Maintenance plan of donation:

\$74,100 for concrete will add to donation for dashin boARDS

Note: For major projects, the City reserves the right to require construction plans, specifications and other

appropriate items. a Christopher Compto Signature: Date:

Return to: Jason Lipe, Director Parks & Recreation Department 381 E. Deerwood Dr. Jackson, MO 63755 ltem 13.



# Street Hockey Rink Concrete Project Bid Opening 1:30 PM, Tuesday, November 12, 2024

Company	Base Bid
Fronabarger Concreters Inc.	74,100.°° 115,850.°°
Fronabarger Concreters Inc. Putz Construction LLC.	115,850. °°

Witness: Kacil Baker

### CITY OF JACKSON, MISSOURI STREET HOCKEY RINK CONCRETE PROJECT BID SHEET

Note: Please return this page as a cover sheet with each copy of your submittal.

**Fronsbarger Concreters Inc** proposes to furnish all labor, equipment, and materials for the STREET HOCKEY RINK CONCRETE PROJECT and to perform all related work as provided for and in accordance with the specifications and proposal documents for the following prices:

BID:

\$<u>74,100.00</u> proposed amount for the Street Hockey Rink Concrete Project

The undersigned, an authorized agent of Contractor, hereby certifies:

X familiarization with all terms, conditions, and specifications herein stated; and

Company is qualified to perform work and services as included.

Submitted on November 12 , 2024.

Name of company: Fronabarger Concreters Inc

Business address: 3290 State HWYE, Oak Ridge, MO 63769

Phone number: (573) 21do - 3212

Fax number: (573) 2400 - 3235

N'Nulli

Signature of Contractor's Authorized Representative

David McMullin Printed Name of Contractor's Authorized Representative AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *FRONABARGER CONCRETERS, INC., OF OAK RIDGE, MISSOURI,* RELATIVE TO THE *STREET HOCKEY RINK CONCRETE PROJECT*; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

WHEREAS, the Mayor and Board of Aldermen have been presented a contract attached hereto and incorporated herein as if fully set forth; and

WHEREAS, the Mayor and Board of Aldermen of the City of Jackson, Missouri, deem it advisable to enter into said contract.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF JACKSON, MISSOURI, AS FOLLOW:

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the contract attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **Fronabarger Concreters, Inc., of Oak Ridge, Missouri.** It is the belief of the Mayor and Board of Aldermen that it is in the best interest of the citizens of the City of Jackson, Missouri, that the City enters into said contract.

Section 2. That the Mayor is hereby authorized and directed to execute said contract for and on behalf of the City of Jackson, Missouri.

Section 3. That the City Clerk of the City of Jackson is hereby authorized and directed to attest to the signature of the Mayor on the attached contract.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion

Item 15.

shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 5. That this Ordinance shall take effect and be in force from and after its passage and approval.

FIRST READING: December 2 2024.

SECOND READING: December 2 2024.

PASSED AND APPROVED this 2nd day of December, 2024, by a vote of \_\_ ayes, \_\_ nays, \_\_ abstentions and \_\_ absent.

## CITY OF JACKSON, MISSOURI

(SEAL)

BY: \_\_\_\_\_

Mayor

ATTEST:

City Clerk

#### CONTRACT AGREEMENT

THIS CONTRACT (the "Contract") is entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 20 \_\_\_\_\_, by and between the *CITY OF JACKSON*, *MISSOURI*, Owner of the Project, hereinafter referred to as "City", and <u>FRONABARGER</u> <u>CONCRETERS, INC</u> hereinafter referred to as "Contractor," in connection with that work or improvement known as the Street Hockey Rink Concrete Project.

WHEREAS, the City has selected the aforesaid Contractor for the Project and by Ordinance No. has awarded the Contractor the Contract for the amounts named in the proposal/bid from the Contractor dated November 12, 2024, a copy of which is incorporated herein.

NOW, THEREFORE, the parties agree as follows:

- A. The Contract Documents for the Project include the Bid specifications are incorporated herein and shall describe this Project. Nothing herein shall modify said Contract Documents. The Contract Documents may also consist of such special provisions, addendums, appendices, plans, and specifications as may be necessary for the Project.
- B. The Contractor shall perform the Work in compliance with the Contract Documents that may also consist of such special provisions, addendums, appendices, plans, and specifications as may be necessary for the Project.
- C. The Contractor shall supply all labor, materials, equipment, and supervision necessary to complete all of the Work as described in the Contract Documents.
- D. The Work shall be commenced and completed according to the Project schedule, subject to such extensions and modifications as are made pursuant to the Contract Documents.
- E. The City shall pay the Contractor for performance of the Work, subject to additions and deductions as provided in the Contract Documents, the Contract Price of

### <u>\$74,100.00</u> (figures)

## Seventy-four thousand, one-hundred dollars (words)

more fully described in the Contract Documents. All provisions regarding retention, security in lieu of retention, and liquidated damages are fully set forth in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

CITY:

City of Jackson, Missouri

Dwain Hahs, Mayor

ATTEST:

Angela Birk, City Clerk

Address:

CONTRACTOR:

Fronabarger Concreters, Inc. Contractor Name

Signature

MCN In

Printed Name

PRESIDENT

Title

ATTEST:

Signature

KELLY JU Printed Name CKER

Curry Inche

SECRETAR Title

Address:

3290 St. Hwy E

Oak Ridge, MO 63769

## CITY OF JACKSON, MISSOURI STREET HOCKEY RINK CONCRETE PROJECT SPECIFICATIONS & PROPOSAL DOCUMENTS

These Specifications are included in and are a part of the Proposal Documents for this project.

**PURPOSE AND SCOPE OF WORK** The purpose of this project is to install a concrete pad for street hockey in the City Park. The Contractor shall furnish all labor, equipment, fuel, transportation, and materials necessary to fulfill the terms of the contract.

PROJECT LOCATION: Symphony Drive, Jackson City Park

### **MATERIAL SPECIFICATIONS:**

Work includes labor, equipment and material to complete the items listed below:

- 150' x 65' concrete pad; smooth finish
- Grading to include 1% slope
- 4" Compacted Aggregate Base
- 4" Portland Composite Cement w/ 6 gauge Welded Wire Fabric
- Backfill, Seed & Mulch

**WORK DAYS/TIMES:** All work shall be performed during the work week of Monday through Friday from 7:00 a.m. through 6:00 p.m. The Contractor shall schedule work as to avoid conflicts with scheduled tennis practices and competitions.

**NOT-TO-EXCEED CONTRACT PRICE:** The Contractor shall furnish all labor, equipment, and materials for the Project and to perform all related work as provided for and in accordance with the specifications and proposal documents for a cost-not-to-exceed price as indicated on the proposal sheet. The total compensation to be paid to the Contractor for the performance of the work is a maximum amount and may be reduced during the course of performance of the work based upon a reduced scope of work, subject to the approval of the Parks & Recreation Director.

**NO GUARANTEE OF WORK:** Any award of a proposal shall not obligate the City in any way to use any of the services listed herein or to use the Contractor for any certain period of time. In addition, the City shall not be liable for damages to the Contractor in the event that the City does not use any services proposed herein.

**REQUIRED INSURANCE:** Successful Contractor must furnish proof of public liability, property damage, and workmen's compensation insurance. Minimum amounts for public liability and property damage shall be \$1,000,000 per occurrence and \$2,000,000 aggregate. Insufficient or lapsed insurance coverage at any time will be good cause for termination of this agreement, at which time the contract may be awarded to the next lowest bidder.

To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City of Jackson, its officers, agents, volunteers, lessees, invitees, and employees from and against all suits, claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or alternative dispute resolution costs arising out of, or related to services provided under this agreement involving an injury to a person or persons, whether bodily injury or other personal injury (including death), or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses or expenses are caused by the negligence or other wrongdoing of Contractor its officers, agents and volunteers, or anyone directly or indirectly employed or hired by the Contractor or anyone for whose acts the Contractor may be liable, regardless of whether caused in part by the negligence or wrongdoing of City and any of its agents or employees.

All coverage shall be on an "occurrence" basis and not "claims made." An endorsement on the required form supplied by the Owner naming the Owner as an additional insured shall also be required.

No provision of this agreement shall constitute a waiver of the City of Jackson's right to assert a defense based on sovereign immunity, official immunity, or any other immunity available under law.

**TERMINATION:** The City reserves the right to terminate work with the Contractor at any time for any reason.

**COMPLETION DATE**: The Contactor shall complete all work within 120 days of contract award, unless otherwise agreed to in writing by both Contractor and City.

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**PAYMENT:** Payment shall be made in one (1) lump sum following the completion of the Project.

**PERMITS AND LICENSES:** The Contractor shall, at his own cost, secure all permits and licenses required by City Code and State Statute and give all notices necessary and incidental to lawful prosecution of the work.

**LAWS TO BE OBSERVED:** The Contractor shall at all times observe and comply with all Federal and State Law and regulations and all shall comply with all orders and decrees which exist at the present or which may be enacted later, or bodies or tribunals having jurisdiction or authority over the work and no plea of misunderstanding or ignorance will be considered.

**BID SHEET:** The Contractor must prepare and submit a completed Bid Sheet. By signing, the Contractor acknowledges the agreement with the general specifications, conditions, and contract requirements.

**CONTRACTOR'S UNDERSTANDING:** It is understood and agreed that the Contractor has, by careful examination, satisfied themselves as to the nature and location of the work, the confirmation of the ground, the character, quality, and quantities of the work necessary, the character of the equipment and facilities needed for the execution of work, the general and local conditions, and all other matters which can in any way affect the work under this contract.

**PROTECTION OF WORK AND PROPERTY:** The Contractor shall provide appropriate traffic control devices when working within any street right of way. Reasonable care shall be taken when working in the vicinity of people, vehicles, buildings, and property.

**QUALIFICATIONS:** To ensure a high-quality level of operations during this project, Contractors must demonstrate minimum experience and qualifications. Upon request, Bidders must provide evidence of experience in successfully operating and managing this type of business.

## OCCUPATION SAFETY AND HEALTH ADMINISTRATION (OSHA) TRAINING

In accordance with Section 292.675 of the Revised Statutes of Missouri, Contractors and Subcontractors who agree to provide Work under this Contract must provide a ten-hour OSHA construction safety program or other similar program approved by the Department of Labor and Industrial Relations of the State of Missouri to be completed by their on-site employees within 60 days of beginning Work under this Contract. Documentation of compliance with this provision shall be provided to the Owner within 65 days of beginning Work under this Contract.

#### VERIFICATION OF EMPLOYMENT ELIGIBILITY

Notice is hereby given that Section 285.530 of the Revised Statutes of Missouri requires that no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. Any business entity providing work under any contract in excess of \$5,000.00 shall participate in a federal work authorization program (such as E-Verify) and shall provide documentation of such participation to the Owner.

#### LAW AND VENUE

This Contract shall be governed by the laws of the State of Missouri and the venue for any dispute between the parties shall be in the Circuit Court of Cape Girardeau County, Missouri.

#### ASSIGNS AND SUCCESSORS

The terms, covenants, and conditions of this Contract shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the respective parties to this Contract.

#### SUBLET

No portion of the work covered by this Contract except as provided herein shall be sublet or transferred without written consent of the City. The subletting of the work shall in no way relieve the Contractor of its primary responsibility of the quality and performance of the work. The Contractor will give personal attention to the faithful prosecution of the work and will keep all aspects of the work under Contractor control.

#### EXHIBITS

All exhibits attached to the Contract are incorporated herein as if fully set forth.

#### **ENTIRE AGREEMENT**

The Contract contains the entire Agreement between the parties and supersedes all prior or contemporaneous written or oral communications. This Contract may be changed or terminated only by an instrument in writing signed by the party against whom enforcement of such change or termination is sought. No breach of any agreement, warranty, or representation shall be deemed waived unless expressly waived in writing by the party who asserts such breach.

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# EXHIBIT INDEX

EXHIBIT A - Jackson City Park Street Hockey Rink Map

## EXHIBIT A



Jackson City Park Street Hockey Rink Symphony Drive

# PUBLIC WORKS MEMORANDUM



# **City of Jackson**

то:	Mayor and Board of Aldermen
FROM:	Janet Sanders, Director of Public Works
DATE:	November 21, 2024
RE:	Ramsey Branch Subdivision Phase 3

This subdivision infrastructure has been completed, tested, and approve by staff. The infrastructure involved only a short section of Pinedale Drive and a short water main extension. The developer has submitted his two-year maintenance bond guaranteeing the installation for two years from approval. This subdivision adds two residential lots to Ramsey Branch Subdivision. Approval of this plat and acceptance of this infrastructure are recommended.

AN ORDINANCE ACCEPTING THE PLAT OF RAMSEY BRACH SUBDIVISION PHASE 3: ACCEPTING DEDICATION OF EASEMENTS, STREETS AND PROPERTIES **DESCRIBED**; ACCEPTING **RESTRICTIONS, IF ANY, FILED THEREWITH; AUTHORIZING THE** SAID PLAT; ACCEPTING RECORDING OF **IMPROVEMENTS** CONSTRUCTED OR TO BE CONSTRUCTED AND INDICATED ON SAID PLAT; REPEALING ALL ORDINANCES IN CONFLICT THEREWITH.

WHEREAS, Lucky 13 Investments, LLC, has platted Ramsey Branch Subdivision Phase 3

all of which is located within the corporate limits of the City of Jackson, Missouri; and,

WHEREAS, the developer has designed the required improvements and has committed to

construct said improvements; and,

WHEREAS, the developer has complied with all of the city ordinances and, in particular,

Chapter 57 of the Code of Ordinances of the City of Jackson, Missouri.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF JACKSON, MISSOURI, AS FOLLOW:

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, do hereby accept the final plat of Ramsey Branch Subdivision Phase 3, which is attached hereto, including all easements, right-of-way streets and improvements indicated thereon subject to the terms and conditions expressed therein.

Section 2. That the Mayor and City Clerk of the City of Jackson, Missouri, are hereby authorized to do all acts and execute all instruments appropriate and necessary to accept said plat.

Section 3. The City Clerk of the City of Jackson, Missouri, is hereby directed to file a copy of said plat with the Recorder of Deeds, Cape Girardeau County, Missouri.

Section 4. This ordinance shall take effect and be in force from and after its passage and approval.

FIRST READING: December 2, 2024.

SECOND READING: December 2, 2024.

PASSED AND APPROVED this 2nd day of December, 2024, by a vote of \_\_\_\_\_ ayes,

\_\_\_\_\_nays, \_\_\_\_\_abstentions and \_\_\_\_\_absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY:\_\_\_\_\_ Mayor

City Clerk



# SUBDIVISION APPLICATION FORM City of Jackson, Missouri

	EXHIBIT
tabbies"	А

Item 16.

NAME OF SUBDIVISION	I: Ramsey Branch Phase 3
DATE OF APPLICATION	N: May 4, 2022
	(all legal property owners exactly as listed on the deed) one #s: Lucky 13 Investments LLC 1210 Greenway Drive Jackson, MO 63755
CONTACT PERSON HAI	NDLING APPLICATION:
Contact's Name:	John W. King
Contact's Mailing Address	s: 1210 Greenway Drive Jackson, MO 63755
Contact's Phone:	(573) 204 8088
ENGINEER / SURVEYOR Company Name, Address	
Preliminary plat appro	
<b>ZONING:</b> Indicate the cuthat apply):	rrent zoning district classification of the entire tract to be developed (circle all
<ul> <li>R-1 Single Family Res</li> <li>R-2 Single Family Res</li> <li>R-3 One and Two Far</li> <li>R-4 General Resident</li> <li>MH-1 Mobile Home Par</li> <li>CO-1 Enhanced Comm</li> </ul>	sidentialC-2General Commercialmily ResidentialC-3Central Business DistricttialC-4Planned Commercial DistrictrkCO-1Enhanced Commercial Overlay
Will a rezoning or a specia development? YES	al use permit request be submitted in conjunction with the proposed

1

#### Item 16.

#### **OWNERS' SIGNATURES:**

I state upon my oath that all of the information contained in this application is true. (Original signatures of all persons listed in Item No. 3)

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Please submit the completed application along with the applicable application fee to:

Janet Sanders Building & Planning Superintendent City of Jackson 101 Court Street Jackson, MO 63755

Ph: 573-243-2300 ext. 29 Fax: 573-243-3322 Email: jsanders@jacksonmo.org

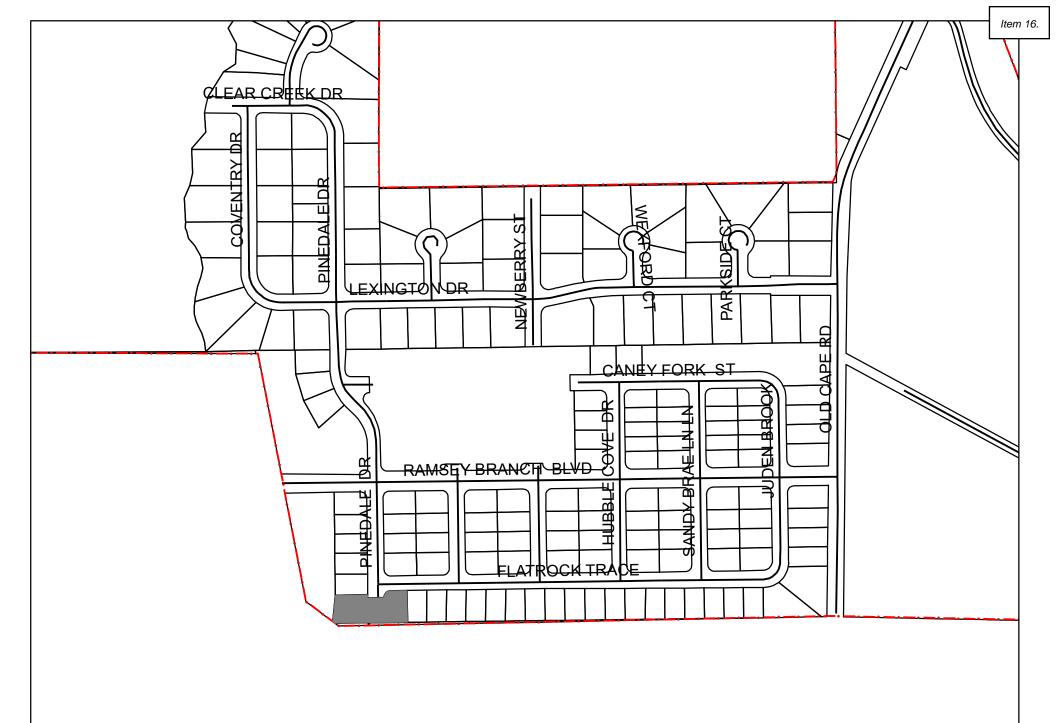
66

## Ramsey Branch Phase 3 Description:

THAT PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF JACKSON, COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

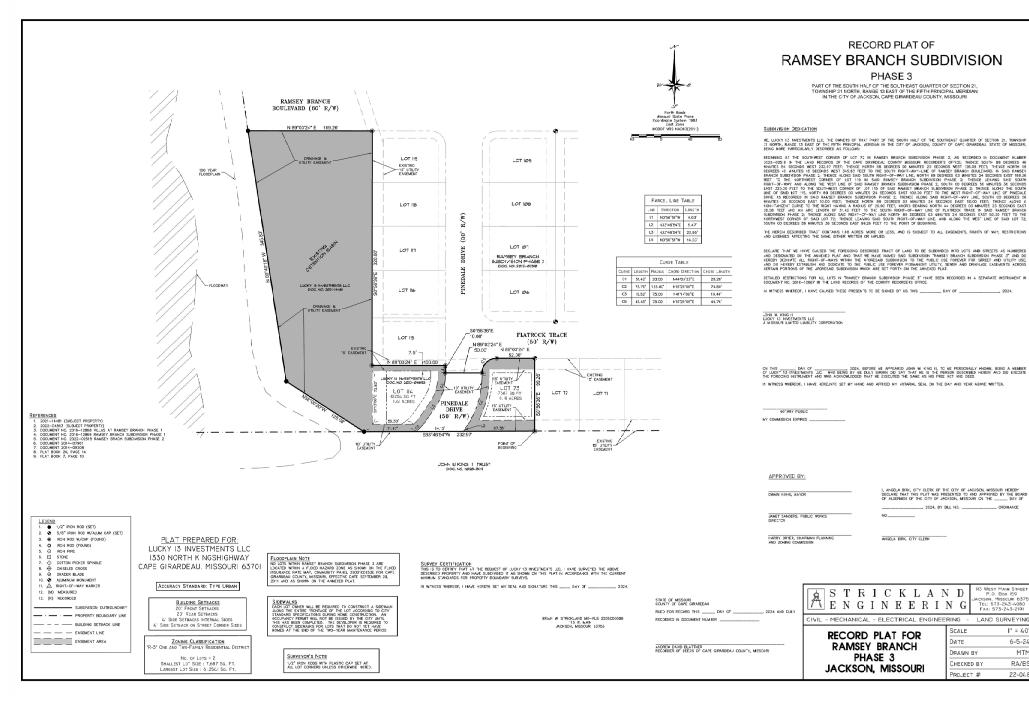
BEGINNING AT THE SOUTHWEST CORNER OF LOT 72 IN RAMSEY BRANCH SUBDIVISION PHASE 2, AS RECORDED IN DOCUMENT NUMBER 2022-02518 IN THE LAND RECORDS OF THE CAPE GIRARDEAU COUNTY MISSOURI RECORDER'S OFFICE; THENCE SOUTH 88 DEGREES 46 MINUTES 54 SECONDS WEST 232.97 FEET; THENCE NORTH 58 DEGREES 00 MINUTES 20 SECONDS WEST 126.08 FEET; THENCE NORTH 09 DEGREES 40 MINUTES 18 SECONDS WEST 345.83 FEET TO THE SOUTH RIGHT-WAY-LINE OF RAMSEY BRANCH BOULEVARD, IN SAID RAMSEY BRANCH SUBDIVISION PHASE 2; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE, NORTH 89 DEGREES 03 MINUTES 24 SECONDS EAST 169.26 FEET TO THE NORTHWEST CORNER OF LOT 119 IN SAID RAMSEY BRANCH SUBDIVISION PHASE 2; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY ALONG THE WEST LINE OF SAID RAMSEY BRANCH SUBDIVISION PHASE 2. SOUTH 00 DEGREES 56 MINUTES 36 SECONDS EAST 320.00 FEET TO THE SOUTHWEST CORNER OF LOT 115 OF SAID RAMSEY BRANCH SUBDIVISION PHASE 2; THENCE ALONG THE SOUTH LINE OF SAID LOT 115, NORTH 89 DEGREES 03 MINUTES 24 SECONDS EAST 100.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF PINEDALE DRIVE AS RECORDED IN SAID RAMSEY BRANCH SUBDIVISION PHASE 2: THENCE ALONG SAID RIGHT-OF-WAY LINE, SOUTH 00 DEGREES 56 MINUTES 36 SECONDS EAST 10.00 FEET; THENCE NORTH 89 DEGREES 03 MINUTES 24 SECONDS EAST 50.00 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, CHORD BEARING NORTH 44 DEGREES 03 MINUTES 23 SECONDS EAST 28.28 FEET AND AN ARC LENGTH OF 31.42 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF FLATROCK TRACE IN SAID RAMSEY BRANCH SUBDIVISION PHASE 2; THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 89 DEGREES 03 MINUTES 24 SECONDS EAST 52.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 72; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY LINE ALONG THE WEST LINE OF SAID LOT 72, SOUTH 00 DEGREES 56 MINUTES 36 SECONDS EAST 99.26 FEET TO THE POINT OF BEGINNING.

THE HEREIN DESCRIBED TRACT CONTAINS 1.68 ACRES, MORE OR LESS, AND IS SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY, RESTRICTIONS AND LICENSES AFFECTING THE SAME, EITHER WRITTEN OR IMPLIED.



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ORDINANCE

113 WEST MAIN STREET P. 0. Box 159

TEL: 573-243-4080 FAX: 573-243-2191

LAND SURVEYING

SCALE

DATE

DRAWN BY

CHECKED BY

PROJECT #

CURI 637

1" = 40

6-5-24

MTM

RA/BS

22-048

#### BILL NO. 24-\_\_\_\_

ORDINANCE NO. 24-\_\_\_

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI AND *PIPER SANDLER & CO. OF LEAWOOD, KANSAS,* RELATIVE TO *PROVIDING FINANCIAL SERVICES;* FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

WHEREAS, the Mayor and Board of Aldermen have heretofore been presented an agreement attached hereto and incorporated herein as if fully set forth; and

WHEREAS, the Mayor and Board of Aldermen of the City of Jackson, Missouri, deem it

advisable to enter into said agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF JACKSON, MISSOURI, AS FOLLOW:

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the agreement attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **Piper Sandler & Co., Leawood, Kansas.** It is the belief of the Mayor and Board of Aldermen, that it is in the best interest of the citizens of the City of Jackson, Missouri, that the City enters into said agreement.

Section 2. That the Mayor is hereby authorized and directed to execute said agreement for and on behalf of the City of Jackson, Missouri.

Section 3. That the City Clerk of the City of Jackson is hereby authorized and directed to attest to the signature of the Mayor on the attached agreement.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion

Item 17.

shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 5. That this Ordinance shall take effect and be in force from and after its passage and approval.

FIRST READING: December 2, 2024.

SECOND READING: December 2, 2024.

PASSED AND APPROVED this 2nd day of December, 2024, by a vote of \_\_ ayes, \_\_ nays, \_\_ abstentions and \_\_ absent.

## CITY OF JACKSON, MISSOURI

(SEAL)

BY: \_\_\_\_\_

Mayor

ATTEST:

City Clerk

# PIPER SANDLER

### FINANCIAL SERVICES AGREEMENT

This Financial Services Agreement, (the Agreement) is entered into on \_\_\_\_\_\_, 2024 by and between City of Jackson, Missouri (the Client) and Piper Sandler & Co. (Piper Sandler or the Financial Services Provider). This Agreement will serve as our mutual agreement with respect to the terms and conditions of our engagement as your financial services provider, effective on the date this Agreement is executed (the Effective Date).

#### I. Scope of Services.

- (A) Services to be provided. Piper Sandler is engaged by the Client to provide services with respect to the planned issuance of the Client's bonds to be issued from time to time during the term of this Agreement (the Issue(s))
- (B) **Scope of Services**. The Scope of Services to be provided respecting the Issue(s) may consist of the following, if directed by the Client:
  - 1. Evaluate options or alternatives with respect to the proposed new Issue(s),
  - 2. Consult with and/or advise the Client on actual or potential changes in market place practices, market conditions or other matters that may have an impact on the Issues or Products.
  - 3. Assist the Client in establishing a plan of financing
  - 4. Assist the Client in establishing the structure, timing, terms and other similar matters concerning the Issue
  - 5. Prepare the financing schedule
  - 6. Provide assistance as to scheduling, coordinating and meeting procedural requirements relating to any required bond referendum
  - 7. Consult and meet with representatives of the Client and its agents or consultants with respect to the Issue
  - 8. Attend meetings of the Client's governing body, as requested
  - 9. Advise the Client on the manner of sale of the Issue
  - 10. In a competitive bid sale, prepare the bid package, obtain CUSIP numbers, assist the Client in collecting and analyzing bids submitted by underwriters and in connection with the Client's selection of a winning bidder
  - 11. In a negotiated sale, coordinate pre-pricing discussions, supervise the sale process, advise the Client on matters relating to retail or other order periods and syndicate priorities, review the order book, and if directed by the Client, advise on the acceptability of the underwriter's pricing and offer to purchase
  - 12. Assist the Client in identifying an underwriter in a negotiated sale or other deal participants such as an escrow agent, accountant, feasibility consultant, etc. to work on the Issue
  - 13. Respond to questions from underwriters
  - 14. Arrange and facilitate visits to, prepare materials for, and make recommendations to the Client in connection with credit ratings agencies, insurers and other credit or liquidity providers
  - 15. Coordinate working group sessions, closing, delivery of the new Issue and transfer of funds
  - 16. Prepare a closing memorandum or transaction summary
  - 17. Advise Client on potential exercise of optional or other call rights, or potential tender offers, for outstanding Issue(s)
  - 18. Advise Client on potential refunding or other refinancing opportunities of its outstanding Issue(s)

*For Services Respecting Official Statement*. Piper Sandler has not assumed responsibility for preparing or certifying as to the accuracy or completeness of any preliminary or final official statement,

other than with respect to written information about Piper Sandler as the municipal advisor if provided by Piper Sandler in writing for inclusion in such documents.

**II.** Limitations on Scope of Services. In order to clarify the extent of our relationship, Piper Sandler is required under MSRB Rule G-42<sup>1</sup> to describe any limitations on the scope of the activities to be performed for you. Accordingly, the Scope of Services are subject to the following limitations:

The Scope of Services is limited solely to the services described herein and is subject to limitations set forth within the descriptions of the Scope of Services. Any duties created by this Agreement do not extend beyond the Scope of Services or to any other contract, agreement, relationship, or understanding, if any, of any nature between the Client and the Financial Services Provider.

Unless explicitly directed by you in writing, the Scope of Services does not include evaluating advice or recommendations received by you from third parties.

The Scope of Services does not include tax, legal, accounting or engineering advice with respect to any Issue or Product or in connection with any opinion or certificate rendered by counsel or any other person at closing and does not include review or advice on any feasibility study.

*III.* **Amending Scope of Services**. The Scope of Services may be changed only by written amendment or supplement. The parties agree to amend or supplement the Scope of Services promptly to reflect any material changes or additions to the Scope of Services.

*IV.* **Compensation**. Compensation will be contingent on size of bond issue or nominal value of product or on closing. Once the legal structure, financing size, and structure are identified the compensation will be mutually agreed to and disclosed in the Statement of Sources & Uses of Funds. Compensation is payable in immediately available funds at closing.

**V. IRMA Matters.** If the Client has designated Piper Sandler as its independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption"), the extent of the IRMA exemption is limited to the Scope of Services and any limitations thereto. Any reference to Piper Sandler, its personnel and its role as IRMA in the written representation of the Client contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) is subject to prior approval by Piper Sandler and Client agrees not to represent, publicly or to any specific person, that Piper Sandler is Client's IRMA with respect to any aspect of municipal financial products or the issuance of municipal securities, or with respect to any specific municipal financial product or any specific issuance of municipal securities, outside the Scope of Services without Piper Sandler's prior written consent.

VI. Piper Sandler's Regulatory Duties When Servicing the Client. MSRB Rule G-42 requires that Piper Sandler undertake certain inquiries or investigations of and relating to the Client in order for Piper Sandler to fulfill certain aspects of the fiduciary duty owed to the Client. Such inquiries generally are triggered: (a) by the requirement that Piper Sandler know the essential facts about the Client and the authority of each person acting on behalf of the Client so as to effectively service the relationship with the Client, to act in accordance with any special directions from the Client, to understand the authority of each person acting on behalf of the Client, and to comply with applicable laws, regulations and rules; (b) when Piper Sandler undertakes a determination of suitability of any recommendation made by Piper Sandler to the Client, if any or by others that Piper Sandler reviews for the Client, if any: (c) when making any representations, including with regard to matters pertaining to the Client or any Issue or Product; and (d) when providing any information in connection with the preparation of the preliminary or final official statement, including information about the Client, its financial condition, its operational status and its municipal securities or municipal financial products. Specifically, Client agrees to provide to Piper Sandler any documents on which the Client has relied in connection with any certification it may make with respect to the accuracy and completeness of any Official Statement for the Issue.

<sup>&</sup>lt;sup>1</sup> See MSRB Rule G-42(c)(v).

Client agrees to cooperate, and to cause its agents to cooperate, with Piper Sandler in carrying out these duties to inquire or investigate, including providing to Piper Sandler accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties.

In addition, the Client agrees that, to the extent the Client seeks to have Piper Sandler provide advice with regard to any recommendation made by a third party, the Client will provide to Piper Sandler written direction to do so as well as any information it has received from such third party relating to its recommendation.

**VII. Expenses.** Piper Sandler will be responsible for all of Piper Sandler's out-of-pocket expenses. In the event a new issue of securities is contemplated by this Agreement, Client will be responsible for the payment of all fees and expenses commonly known as costs of issuance, including but not limited to: publication expenses, local legal counsel, bond counsel, ratings, credit enhancement, travel associated with securing any rating or credit enhancement, printing of bonds, printing and distribution of required disclosure documents, trustee fees, paying agent fees, CUSIP registration, and the like.

*VIII. Term of Agreement*. The term of this Agreement shall begin on the Effective Date and ends, unless earlier terminated as provided below, or December 31, 2028.

This Agreement may be terminated with or without cause by either party upon the giving of at least thirty (30) days prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination. All fees due to Piper Sandler shall be due and payable upon termination. Upon termination, the obligations of Piper Sandler under this Agreement, including any amendment shall terminate immediately and Piper Sandler shall thereafter have no continuing fiduciary or other duties to the Client. The provisions of Sections IV, VII, XII, XIV, XV and XVII shall survive termination of this Agreement.

*IX. Independent Contractor*. The Financial Services Provider is an independent contractor and nothing herein contained shall constitute or designate the Financial Services Provider or any of its employees or agents as employees or agents of the Client.

**X.** Entire Agreement/Amendments. This Agreement, including any amendments and Appendices hereto which are expressly incorporated herein, constitute the entire Agreement between the parties hereto and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Financial Services Provider and Client.

*XI.* **Required Disclosures.** MSRB Rule G-42 requires that Piper Sandler provide you with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in Piper Sandler's Disclosure Statement attached as Appendix A to this Agreement.

XII. Limitation of Liability. In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of Piper Sandler or any of its associated persons, Piper Sandler and its associated persons shall have no liability to the Client for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from the Client's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by Piper Sandler to the Client. No recourse shall be had against Piper Sandler for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of the Client arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any Issue or Product, if any or otherwise relating to the tax treatment of any Issue or Product if any, or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by Client of any of its legal rights under applicable U.S. federal

securities laws or any other laws whose applicability is not permitted to be contractually waived, nor shall it constitute a waiver or diminution of Piper Sandler's fiduciary duty to Client under Section 15B(c)(1), if applicable, of the Securities Exchange Act of 1934, as amended, and the rules thereunder.

*XIII.* Indemnification. Unless prohibited by law, the Client hereby indemnifies and holds harmless the Financial Services Provider, each individual, corporation, partnership, trust, association or other entity controlling the Financial Services Provider, any affiliate of the Financial Services Provider or any such controlling entity and their respective directors, officers, employees, partners, incorporators, shareholders, trustees and agents (hereinafter the "Indemnitees") against any and all liabilities, penalties, suits, causes of action, losses, damages, claims, costs and expenses (including, without limitation, fees and disbursements of counsel) or judgments of whatever kind or nature (each a "Claim"), imposed upon, incurred by or asserted against the Indemnitees arising out of or based upon (i) any allegation that any information in the Preliminary Official Statement or Final Official Statement contained (as of any relevant time) an untrue statement of a material fact or omitted (as of any relevant time) or omits to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

*XIV.* Official Statement. The Client acknowledges and understands that state and federal laws relating to disclosure in connection with municipal securities, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Client and that the failure of the Financial Services Provider to advise the Client respecting these laws shall not constitute a breach by the Financial Services Provider or any of its duties and responsibilities under this Agreement. The Client acknowledges that any Official Statement distributed in connected with an issuance of securities are statements of the Client and not of Piper Sandler.

**XV. Notices.** Any written notice or communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either party hereto, by the other party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal services, when deposited in the United States' mail, first-class postage prepaid, addressed to the Client at:

City of Jackson 101 Court Street Jackson, MO 63755

Dwain L. Hahs, Mayor 573 243-3568 Ext. 2013 mayorhahs@jacksonmo.org

Or to the Financial Services Provider at:

Piper Sandler & Co. 11635 Rosewood Street Leawood, KS 66211

Todd Goffoy, Managing Director 913 345 3373 todd.goffoy@psc.com

With a copy to:

Piper Sandler & Co. Legal Department 800 Nicollet Mall, Suite 900 Minneapolis, MN 55402 **XVI.** Consent to Jurisdiction; Service of Process. The parties each hereby (a) submits to the jurisdiction of any State or Federal court sitting in the state of Missouri for the resolution of any claim or dispute with respect to or arising out of or relating to this Agreement or the relationship between the parties (b) agrees that all claims with respect to such actions or proceedings may be heard and determined in such court, (c) waives the defense of an inconvenient forum, (d) agrees not to commence any action or proceeding relating to this Agreement other than in a State or Federal court sitting in the state of Missouri and (e) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

**XVII.** Choice of Law. This Agreement shall be construed and given effect in accordance with the laws of the state of Missouri.

**XVIII.** Counterparts; Severability. This Agreement may be executed in two or more separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

*XIX. Waiver of Jury Trial*. THE PARTIES EACH HEREBY AGREES TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RELATIONSHIP BETWEEN THE PARTIES. PARTIES AGREE TO WAIVE CONSEQUENTIAL AND PUNITIVE DAMAGES.

**XX.** No Third Party Beneficiary. This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

**XXI. Authority.** The undersigned represents and warrants that they have full legal authority to execute this Agreement on behalf of the Client. The following individual(s) at the Client have the authority to direct Piper Sandler's performance of its activities under this Agreement:

Dwain L. Hahs, Mayor

The following individuals at Piper Sandler have the authority to direct Piper Sandler's performance of its activities under this Agreement:

Todd Goffoy, Managing Director

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

PIPER SANDLER & CO.

By: Todd Goffov Managing Director Its:

Date:

### ACCEPTED AND AGREED:

CITY OF JACKSON, MISSOURI

By: Dwain L. Hahs Its: Mayor Date:

Piper Sandler & Co. is registered with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board ("MSRB"). A brochure is posted on the website of the MSRB, at <u>www.msrb.org</u> that describes the protections that may be provided by MSRB rules and how to file a complaint with an appropriate regulatory authority.

#### **APPENDIX A – DISCLOSURE STATEMENT**

Municipal Securities Rulemaking Board Rule G-42 (the Rule) requires that Piper Sandler provide you with the following disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Accordingly, this Appendix A provides information regarding conflicts of interest and legal or disciplinary events of Piper Sandler required to be disclosed to pursuant to MSRB Rule G-42(b) and (c)(ii).

(A) **Disclosures of Conflicts of Interest.** The Rule requires that Piper Sandler provide to you disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in the Rule, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by us, Piper Sandler is required to provide a written statement to that effect.

Accordingly, we make the following disclosures with respect to material conflicts of interest in connection with the Scope of Services under the Agreement, together with explanations of how we address or intend to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below, we mitigate such conflicts through our adherence to our fiduciary duty to you in connection with municipal advisory activities, which includes a duty of loyalty to you in performing all municipal advisory activities for the Client. This duty of loyalty obligates us to deal honestly and with the utmost good faith with you and to act in your best interests without regard to our financial or other interests. In addition, as a broker dealer with a client oriented business, our success and profitability over time is based on assuring the foundations exist of integrity and quality of service. Furthermore, Piper Sandler's supervisory structure, utilizing our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of Piper Sandler potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

**Compensation-Based Conflicts**. The fees due under the Agreement are based on the size of the Issue and the payment of such fees is contingent upon the successful delivery of the Issue. While this form of compensation is customary in the municipal securities market, this may present the appearance of a conflict or the potential for a conflict because it could create an incentive for Piper Sandler to recommend unnecessary financings or financings that are disadvantageous to the Client, or to advise the Client to increase the size of the issue. We believe that the appearance of a conflict or potential conflict is mitigated by our duty of care and fiduciary duty and the general mitigations related to our duties to you, as described above.

**Transactions in Client's Securities.** As a municipal advisor, Piper Sandler cannot act as an underwriter in connection with the same issue of bonds for which Piper Sandler is acting as a municipal advisor. From time to time, Piper Sandler or its affiliates may submit orders for and acquire your securities issued in an Issue under the Agreement from members of the underwriting syndicate, either for its own trading account or for the accounts of its customers. Again, while we do not believe that this activity creates a material conflict of interest, we note that to mitigate any perception of conflict and to fulfill Piper Sandler's regulatory duties to the Client, Piper Sandler's activities are engaged in on customary terms through units of Piper Sandler that operate independently from Piper Sandler's municipal advisory business, thereby eliminating the likelihood that such investment activities would have an impact on the services provided by Piper Sandler to you under the Agreement.

(B) **Disclosures of Information Regarding Legal Events and Disciplinary History.** The Rule requires that all municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to a client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel. Accordingly, Piper Sandler sets out below required disclosures and related information in connection with such disclosures.

- I. Material Legal or Disciplinary Event. There are no legal or disciplinary events that are material to the Client's evaluation of Piper Sandler or the integrity of Piper Sandler's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.
- II. Most Recent Change in Legal or Disciplinary Event Disclosure. Piper Sandler has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

(C) How to Access Form MA and Form MA-I Filings. Piper Sandler's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at <a href="http://www.sec.gov/edgar/searchedgar/companysearch.html">http://www.sec.gov/edgar/searchedgar/companysearch.html</a>. The Form MA and the Form MA-I include information regarding legal events and disciplinary history about municipal advisor firms and their personnel, including information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by Piper Sandler in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by Piper Sandler on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <a href="http://brokercheck.finra.org">http://brokercheck.finra.org</a>, and Piper Sandler's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <a href="http://www.adviserinfo.sec.gov">http://www.adviserinfo.sec.gov</a>. For purposes of accessing such BrokerCheck reports or Form ADV, Piper Sandler's CRD number is 665.

(D) *Future Supplemental Disclosures.* As required by the Rule, this Section 5 may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Piper Sandler. Piper Sandler will provide you with any such supplement or amendment as it becomes available throughout the term of the Agreement.

AN ORDINANCE AMENDING THE "HANDICAPPED PARKING DESIGNATED SCHEDULE, SCHEDULE XVII," PASSED AND APPROVED THE 18TH DAY OF NOVEMBER, 1985, BY DELETING AND ADDING THERETO CERTAIN HANDICAPPED PARKING DESIGNATIONS.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF

## ALDERMEN OF THE CITY OF JACKSON, MISSOURI, AS FOLLOWS:

Section 1. The "Handicapped Parking Designated Schedule, Schedule XVII," passed and

approved on the 18<sup>th</sup> day of November, 1985, is hereby amended by deleting thereto the following

handicapped parking designations:

**MISSOURI STREET (NORTH)**: On North Missouri Street, 40 feet north of West Main Street, one handicapped parking space on the west curbside.

Section 2. The "Handicapped Parking Designated Schedule, Schedule XVII," passed and

approved on the 18<sup>th</sup> day of November, 1985, is hereby amended by adding thereto the following

new handicapped parking designations:

**MISSOURI STREET** (**NORTH**): On the west side of North Missouri Street, 40 feet north of West Main Street, marking one (1) handicapped parking space with a two (2) hour parking limit designation, from 7:00 a.m. to 5:00 p.m., Monday through Friday.

**MISSOURI STREET (NORTH):** On the west side of North Missouri Street, commencing at a point 159 feet north of its intersection with West Main Street, then north for a distance of 20 feet, marking one handicapped parking space.

Section 3. It is the intent of the Mayor and Board of Aldermen of the City of Jackson,

Missouri, that this ordinance become and be made a part of the "Handicapped Parking Designated

Schedule, Schedule XVII," and the City Clerk of the City of Jackson, Missouri, is directed to amend

the schedule in accordance herewith.

Item 18.

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Section 4. The City Administrator of the City of Jackson, Missouri, is hereby directed to cause "Handicapped Parking" signs, or other appropriate signage, to be placed at the locations set forth above.

Section 5. This ordinance shall not be codified in the Code of Ordinances of the City of Jackson, Missouri, but kept on file in the office of the City Clerk.

Section 6. If any section, subsection, sentence, clause, phrase or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 7. This ordinance shall take effect and be in force from and after its passage and approval.

FIRST READING: December 2, 2024.

SECOND READING: December 2, 2024.

PASSED AND APPROVED this 2nd day of December, 2024, by a vote of \_\_\_\_\_ ayes, \_\_\_\_\_ abstentions, and \_\_\_\_\_ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

BY:

Mayor

ATTEST:

City Clerk

## AN ORDINANCE AMENDING THE "FIFTEEN MINUTE, ONE-HOUR AND TWO-HOUR PARKING LIMIT SCHEDULE, SCHEDULE XVIII," PASSED AND APPROVED THE 21ST DAY OF AUGUST, 2000, BY ADDING THERETO NEW PARKING LIMIT DESIGNATIONS.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF

#### ALDERMEN OF THE CITY OF JACKSON, MISSOURI, AS FOLLOWS:

Section 1. The "Fifteen Minute, One-Hour and Two-Hour Parking Limit Schedule,

Schedule XVIII," is hereby amended by adding thereto new two-hour parking limit designation:

**MISSOURI STREET** (**NORTH**): On the west side of North Missouri Street, 40 feet north of West Main Street, marking one (1) handicapped parking space with a two (2) hour parking limit designation, from 7:00 a.m. to 5:00 p.m., Monday through Friday.

Section 2. It is the intent of the Mayor and Board of Aldermen of the City of Jackson,

Missouri, that this ordinance become and be made a part of the "Fifteen Minute, One-Hour and

Two-Hour Parking Limit Schedule, Schedule XVIII," and the City Clerk of the City of Jackson,

Missouri, is directed to amend the schedule in accordance herewith.

Section 3. The City Administrator of the City of Jackson, Missouri, is hereby directed to

cause appropriate signage to be placed at the location set forth herein.

Section 4. This ordinance shall not be codified in the Code of Ordinances of the City of

Jackson, Missouri, but kept on file in the office of the City Clerk.

Section 5. If any section, subsection, sentence, clause, phrase or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Item 19.

Section 6. This ordinance shall take effect and be in force from and after its passage and approval.

FIRST READING: December 2, 2024.

SECOND READING: December 2, 2024.

PASSED AND APPROVED this 2nd day of December, 2024, by a vote of \_\_\_\_\_ ayes,

\_\_\_\_\_ nays, \_\_\_\_\_ abstentions, and \_\_\_\_\_ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY:\_\_\_\_\_

Mayor

City Clerk