



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Monday, June 17, 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 June 3, 2024.

FINANCIAL AFFAIRS

3. Motion approving payment of the semimonthly bills.
4. Motion approving the City Collector's Report.
5. Motion approving the City Clerk's and Treasurer's Report.

ACTION ITEMS

Power, Light, and Water Committee

6. Motion accepting the 2023 City of Jackson Annual Audit Report, as prepared by Beussink, Hey, Roe, and Stroder, LLC, of Cape Girardeau, Missouri.
7. Motion approving the Mayor's appointment of Alderman Steve Stroder, as an ex officio member of the Uptown Jackson Revitalization Organization Board of Directors.
8. Motion renewing a contractual agreement with Precise Target Locating, LLC, of Cape Girardeau, Missouri, and increasing the ticket price to \$38.00 for the term ending June 30, 2025, relative to providing services under the Underground Facilities Locating and Marking Services Program.
9. Motion approving Change Order No. 1, to Penzel Construction Company, Inc., of Jackson, Missouri, relative to the Building Addition & Renovation of Jackson Fire Station No. 1 Project.
10. Bill proposing an Ordinance approving a Sublease Agreement with Penzel Construction Company, Inc., of Jackson, Missouri, relative to allowing the Jackson Fire Rescue to operate a temporary fire station during construction upgrades of existing Fire Station No. 1.

Street, Sewer, and Cemetery Committee

- [11.](#) Motion approving an addendum to the contractual agreement with Houseal Lavigne, of Chicago, Illinois, relative to a time extension for the 2024 Jackson Comprehensive Plan Update.
- [12.](#) Motion accepting a Park Memorial & Donation Form, in the amount of \$155,450.00, from JAOSA, Inc., for improvements to Fields No. 9, 10, and 11 at the Soccer Park.
- [13.](#) Bill proposing an Ordinance approving a Memorandum of Understanding with JAOSA, Inc., relative to the construction of improvements to Fields No. 9, 10, and 11 at the Soccer Park.
- [14.](#) Motion accepting a Park Memorial & Donation Form, in the amount of \$15,645.00, from JAOSA, Inc., for a cost estimate, engineered plans, and construction phase management services, relative to improvements to Field No. 2 at the Soccer Park.
- [15.](#) Bill proposing an Ordinance approving a Memorandum of Understanding with JAOSA, Inc., relative to the distribution of American Rescue Plan Act Funds to construct improvements to Field No. 2 at the Soccer Park.

NON-AGENDA CITIZEN INPUT

INFORMATION ITEMS

16. Report by Mayor
17. Reports by Board Members
18. Report by City Attorney
19. Report by City Administrator
20. Discussion of future agenda items

EXECUTIVE SESSION

Motion to have executive session. Authority is Section 610.021(18), Revised Statutes of Missouri, as amended, relative to a specific response plan for critical incident.

ADJOURN

Posted on 6/14/2024 at 4:00 PM.



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Monday, June 3, 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, Eric Fraley, Shana Williams, Katy Liley, David Hitt, David Reiminger, 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.

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)
 May 20, 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, May 20, 2024. Ayes-8; Nays-0; Absent-0.

Motion to Approve Bills of May, 2024)

Now is presented the Semimonthly Bills Report, in the various funds for the month of May, 2024. Motion made by Alderman Hitt, seconded by Alderwoman Young, to approve the Semimonthly Bills in the various funds for May, 2024. Ayes-8; Nays-0; Absent-0.

Motion to approve Task Order)
 Authorization No. 24-03, to Allen &)
 Hoshall, Inc., of Memphis, Tennessee,)
 Relative to providing engineering)
 Services under the Upgrades to Circuits)
 8 and 21 Project)

Motion made by Alderman Reiminger, seconded by Alderman Seabaugh, to approve Task Order Authorization No. 24-03, in the amount of \$68,000.00, to Allen & Hoshall, Inc., of Memphis, Tennessee, relative to providing engineering services under the Upgrades to Circuits 8 and 21 Project. Ayes-8; Nays-0; Absent-0.

Ordinance No. 24-50 Re: To Approve a)
 Memorandum of Understanding with)
 Hubbard Enterprises, LLC, of Bonne)
 Terre, Missouri, relative to providing)
 Economic assistance for a new retail)
 Business to be located at 2216 East)
 Main Street)

The matter of approving a Memorandum of Understanding with Hubbard Enterprises, LLC of Bonne Terre, Missouri, relative to providing economic assistance for a new retail business to be located at 2216 East Main Street, came on for consideration. Alderman Reiminger introduced Bill No. 24-50, being for an ordinance entitled as follows:

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON,
 MISSOURI, TO EXECUTE A MEMORANDUM OF UNDERSTANDING BY AND**



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, June 3, 2024 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

BETWEEN THE CITY OF JACKSON, MISSOURI, AND HUBBARD ENTERPRISES, LLC, OF BONNE TERRE, MISSOURI, RELATIVE TO PROVIDING ECONOMIC ASSISTANCE FOR A NEW RETAIL BUSINESS TO BE LOCATED AT 2216 EAST MAIN STREET; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

On a motion by Alderman Reiminger, seconded by Alderwoman Williams, Bill No. 24-50 was placed on its first reading and was read by title, considered and discussed and was duly passed. On a motion by Alderman Reiminger, seconded by Alderwoman Williams, Bill No. 24-50 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. 24-50 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Hitt-aye; Alderman Fraley-aye; Alderwoman Young-aye; Alderman Seabaugh-aye; Alderwoman Williams-aye; Alderman Stroder-aye; Alderwoman Liley-aye; and Alderman Reiminger-aye.

BILL NO. 24-50

ORDINANCE NO. 24-50

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND HUBBARD ENTERPRISES, LLC, OF BONNE TERRE, MISSOURI, RELATIVE TO PROVIDING ECONOMIC ASSISTANCE FOR A NEW RETAIL BUSINESS TO BE LOCATED AT 2216 EAST MAIN STREET; 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 memorandum of understanding 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 memorandum of understanding.

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 memorandum of understanding attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **Hubbard Enterprises, LLC, of Bonne Terre, 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 memorandum of understanding.

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



CITY OF JACKSON
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Monday, June 3, 2024 at 6:00 PM
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MINUTES

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 memorandum of understanding.

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: June 3, 2024.

SECOND READING: June 3, 2024.

PASSED AND APPROVED this 3rd day of June, 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

Motion to approve an Addendum to the)
Contract Agreement with Play & Park)
Structures of MO, of Park Hills, Missouri)
Relative to a time extension for the Civic)
Center Playground Equipment Project)

Motion made by Alderwoman Liley, seconded by Alderman Fraley, to approve an Addendum to the Contract Agreement with Play & Park Structures of MO, of Park Hills, Missouri, relative to a time extension for the Civic Center Playground Equipment Project. Ayes-8; Nays-0; Absent-0.

Motion to approve an Addendum to the)
Contract Agreement with All American)
Fireworks, LLC d/b/a Gladiator Pyro, of)
Willard, Missouri, establishing new)
Ownership by Rainbow Fireworks, Inc.,)
Relative to the Independence Day)
Fireworks Display Program)

Motion made by Alderwoman Liley, seconded by Alderman Hitt, to approve an Addendum to the Contract Agreement with All America Fireworks, LLC d/b/a Gladiator Pyro, of Willard, Missouri, establishing new ownership by Rainbow Fireworks, Inc., relative to the Independence Day Fireworks Display Program. Ayes-8; Nays-0; Absent-0.



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Monday, June 3, 2024 at 6:00 PM
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MINUTES

Ordinance No. 24-51 Re: To Amend the)
 "Crosswalks Designated Schedule" -)
 Schedule XVI, by adding a designation)
 At Pavilion No. 9 at the Jackson Civic)
 Center)

The matter of amending the "Crosswalks Designated Schedule" – Schedule XVI, by adding a designation at Pavilion No. 9 at the Jackson Civic Center, came on for consideration. Alderwoman Liley introduced Bill No. 24-51, 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 ADDING THERETO CERTAIN CROSSWALK DESIGNATIONS.

On a motion made by Alderwoman Liley, seconded by Alderwoman Young, Bill No. 24-51 was 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. 24-51 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. 24-51 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderwoman Liley-aye; Alderman Reiminger-aye; Alderwoman Williams-aye; Alderman Hitt-aye; Alderwoman Young-aye; Alderman Fraley-aye; Alderman Seabaugh-aye; and Alderman Stroder-aye.

BILL NO. 24-51

ORDINANCE NO. 24-51

AN ORDINANCE AMENDING THE "CROSSWALKS DESIGNATED SCHEDULE, SCHEDULE XVI," PASSED AND APPROVED THE 18TH DAY OF NOVEMBER, 1985, BY ADDING 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 18th day of November, 1985, is hereby amended by adding thereto the following crosswalks designations:

CIVIC CENTER PAVILION NO. 9 PARKING LOT: On the driveway located in the northwest corner of the Jackson Civic Center, crosswalk running east and west between the Jackson Civic Center and the Pavilion No. 9 Parking Lot.

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.



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MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, June 3, 2024 at 6:00 PM
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MINUTES

Section 3. The City Administrator of the City of Jackson, Missouri, is hereby directed to cause "Crosswalk" signs, or other appropriate signage, to be placed at the location 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 from and after its passage and approval.

FIRST READING: June 3, 2024.

SECOND READING: June 3, 2024.

PASSED AND APPROVED this 3rd day of June, 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. 24-52 Re: To Amend the)
 "Handicapped Parking Designated)
 Schedule" - Schedule XVII, by adding)
 Designations at Pavilion No. 9 at the)
 Jackson Civic Center)

The matter of amending the "Handicapped Parking Designated Schedule" – Schedule XVII, by adding designations at Pavilion No. 9 at the Jackson Civic Center, came on for consideration. Alderwoman Liley introduced Bill No. 24-52, being for an ordinance entitled as follows:

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



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MINUTES

On a motion made by Alderwoman Liley, seconded by Alderman Fraley, Bill No. 24-52 was 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. 24-52 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. 24-52 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Fraley-aye; Alderwoman Liley-aye; Alderman Reiminger-aye; Alderwoman Williams-aye; Alderman Hitt-aye; Alderwoman Young-aye; Alderman Seabaugh-aye; and Alderman Stroder-aye.

BILL NO. 24-52

ORDINANCE NO. 24-52

AN ORDINANCE AMENDING THE "HANDICAPPED PARKING DESIGNATED SCHEDULE, SCHEDULE XVII," PASSED AND APPROVED THE 18TH DAY OF NOVEMBER, 1985, BY 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 18th day of November, 1985, is hereby amended by adding thereto the following new handicapped parking designations:

CIVIC CENTER PARKING LOT (381 EAST DEERWOOD DRIVE): Four handicapped spaces in the front parking lot, and two handicapped spaces in the west parking lot, of the Jackson Civic Center, located at 381 East Deerwood Drive.

CIVIC CENTER PAVILION NO. 9 PARKING LOT: One handicapped space located in the northwest corner of the Jackson Civic Center Pavilion No. 9 Parking Lot.

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 "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.

Section 3. 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 location 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.



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SECOND READING: June 3, 2024.

PASSED AND APPROVED this 3rd day of June, 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

Motion to Adjourn the Meeting)

Meeting concluded at 6:21 P.M., on a motion made by Alderwoman Liley, seconded by Alderman Hitt. Ayes-8; Nays-0; Absent-0.

ATTEST:

Mayor

City Clerk

CITY COLLECTOR'S REPORT FOR MAY 2024

DESCRIPTION	ELECTRIC FUND	WATER FUND	WASTEWATER FUND	LANDFILL FUND	GEN. REV. FUND	TOTAL
Service Charges (includes internal transfers)	1,137,289.89	277,887.95	227,234.11	65,699.69	-	1,708,111.64
Penalties	7,448.29	1,999.39	1,472.41	405.55	-	11,325.64
Sales Tax	32,172.18	8,157.23	-	-	-	40,329.41
Disconnect Fees	1,385.00	-	-	-	-	1,385.00
Returned Transaction Fees	180.00	-	-	-	-	180.00
Customer Relocation Fees	-	-	-	-	275.00	275.00
Trash Stickers	-	-	-	1,659.00	-	1,659.00
UTILITY COLLECTIONS	1,178,475.36	288,044.57	228,706.52	67,764.24	275.00	1,763,265.69
Adjustments - Penalties	-	-	-	-	-	-
Adjustments - Taxes	-	-	-	-	-	-
Adjustments - Service Fees	-	-	-	-	-	-
NET UTILITY COLLECTIONS	1,178,475.36	288,044.57	228,706.52	67,764.24	275.00	1,763,265.69
Business/Contractor Licenses	-	-	-	-	2,030.00	2,030.00
Event Fees/Misc. Charges	-	-	-	-	-	-
NON-UTILITY COLLECTIONS	-	-	-	-	2,030.00	2,030.00
Misc. Adjustments	-	-	-	-	-	-
Interest on Collector's bank account	-	-	-	-	-	887.92
Cash in bank	-	-	-	-	-	1,766,183.61
Missouri Sales Tax payment	(32,172.18)	(8,157.23)	-	-	-	(40,329.41)
TO CITY TREASURER					\$	1,725,854.20

Respectfully Submitted,



City Collector



CITY CLERK'S REPORT FOR THE MONTH OF May, 2024

ELECTRIC

Sale of Merchandise	0.00	
Cable TV Pole Rental	0.00	
Electric Meters	800.00	
Electric Service Lines	1,200.00	
Returned Check Fees	0.00	
URD Services	0.00	
Sales Tax Commission	759.58	
Labor and Equipment Use	0.00	
Miscellaneous-Scrap Metal	<u>0.00</u>	
TOTAL		2,759.58

WATER & SEWER

WATER

Water Taps & Water Meters	3,750.00	
Sale of Merchandise	0.00	
Miscellaneous-Scrap Metal	<u>0.00</u>	
TOTAL		3,750.00

WASTEWATER

Wastewater Miscellaneous	0.00	
Industrial Discharge Permit	<u>0.00</u>	
TOTAL		0.00

GENERAL REVENUE

Building Permits	1,031.02	
Electric Permits	300.00	
Gas Permits	100.00	
Plumbing/Sewer Permits	320.00	
Sewer Tap Permits	720.00	
Public Hearing & Plat Recording	100.00	
Stormwater Review Fees	150.00	
Street Repair or Mowing	0.00	
Gas Franchise	16,985.74	
Sale of Merchandise	0.00	
Community Room	0.00	
Cable TV Franchise	26,087.95	
Copies	580.65	
Telephone Franchise Fees	4,604.06	
Fire Cost Recovery	0.00	
Interest Earned	0.00	
Jail Expense Reimbursement	0.00	
Cell Tower Rental	1,058.00	
Health Insurance Reimbursement	25.68	
Street Repair or Scrap Metal	<u>0.00</u>	
TOTAL		52,063.10

LANDFILL

Refuse Collections	180.00	
Recyclables	1,419.56	
E-Cycle TV/Monitor Fees	0.00	
Royalties	<u>10,500.00</u>	
TOTAL		12,099.56

CEMETERY

Sale of Lots	5,500.00	
Sale of Niches	1,500.00	
Grave Openings	3,275.00	
Niche Openings	0.00	
Weekend/Holiday Grave Openings/Inurnments	0.00	
Disinterments/Disinurnments	<u>0.00</u>	
TOTAL		10,275.00

PARK

Misc. Park Rentals	0.00	
Rent - Howard St. House	330.49	
Ballfield Rentals	840.00	
Pavilion Rentals	<u>1,075.00</u>	
TOTAL		2,245.49
<u>PARK FOUNDATION</u>		
Donations	3,500.00	
Civic Center Donations	<u>0.00</u>	
TOTAL		3,500.00
<u>RECREATIONAL DEVELOPMENT</u>		
Pool Concession Receipts	777.00	
Swimming Pool Gate Receipts	7,107.00	
Basketball Entry Fees	0.00	
Basketball Sponsor Fees	0.00	
Softball Entry Fees	450.00	
Softball Sponsor Fees	0.00	
Softball Tournament Fees	0.00	
Volleyball Entry Fees	0.00	
Reimb./Donations/Special Events	180.00	
Baseball Concessions	0.00	
Baseball Entry Fees	0.00	
Baseball Sponsor Fees	<u>0.00</u>	
TOTAL		8,514.00
<u>STORMWATER MAINTENANCE FUND</u>		
Stormwater Credit	0.00	
Stormwater Maintenance	<u>314.58</u>	
TOTAL		314.58
<u>TRUST & AGENCY</u>		
July 4th Receipts	875.00	
Farmers Market Fees	<u>0.00</u>	
TOTAL		875.00
<u>HEALTH INSURANCE FUND</u>		
Health Insurance Reimbursement	<u>1,274.38</u>	
TOTAL		1,274.38
<u>INMATE SECURITY FUND</u>		
Inmate Security Court Costs	<u>0.00</u>	
TOTAL		0.00
<u>TRANSPORTATION SALES TAX</u>		
Rent - Donna Drive Extension	<u>696.21</u>	
TOTAL		696.21
<u>RECREATIONAL SALES TAX FUND</u>		
Civic Center Rentals	6,311.87	
Civic Center Programs	4,330.00	
Civic Center Membership Fees	0.00	
Civic Center Entry Fees	1,013.00	
Civic Center Concessions	<u>80.50</u>	
TOTAL		11,735.37
REPORT TOTAL		<u>\$110,102.27</u>

Water & Light Deposit Accounts

MAY, 2024

Beginning Balance May 1, 2024:	\$283,696.05
TOTAL DEPOSITS	\$8,848.99
TOTAL REFUNDS	\$13,782.62
Ending Balance May 31, 2024:	\$278,762.42

Balance Consists of :

Checking Account for US Bank	\$68,762.42
Investments	\$210,000.00
	<hr/>
	\$278,762.42

CITY TREASURER'S REPORT FOR May, 2024

Item 5.

FUND	FUND BALANCES	RECEIPTS	TRANSFER OF		FUND BALANCES	INVESTMENTS	CASH BALANCE
	05-01-2024		FUNDS	DISBURSEMENTS	05-31-2024		05-31-2024
ELECTRIC FUNDS							
Operation & Maintenance	-	1,153,129.38	(115,046.69)	1,038,082.69	-	-	-
Electric Surplus Fund	3,833,929.26	189,975.00	90,281.60	50,284.70	4,063,901.16	2,515,171.02	1,548,730.14
Electric Capital Projects Fund	3,973,982.69	-	-	-	3,973,982.69	3,950,000.00	23,982.69
WATER & SEWER FUNDS							
Water Operation & Maint.	-	286,253.07	(196,761.10)	89,491.97	-	-	-
Water & Sewer Revenue Bond Fund	513,003.17	-	-	-	513,003.17	25,000.00	488,003.17
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	10,069,026.91	-	284,247.79	34,938.69	10,318,336.01	9,632,557.57	685,778.44
Water Replacement Fund	770,580.82	-	3,510.08	-	774,090.90	725,000.00	49,090.90
Wastewater Operation & Maint.	-	229,070.19	(112,873.61)	116,196.58	-	-	-
Wastewater Replacement Fund	1,062,497.23	-	-	-	1,062,497.23	1,052,836.38	9,660.85
W & S Construction Fund	3,901,801.85	-	-	6,974.00	3,894,827.85	200,000.00	3,694,827.85
General Revenue Fund	1,155,101.11	101,006.69	(76,689.24)	652,348.06	527,070.50	500,000.00	27,070.50
Landfill Fund	632,706.65	79,898.87	(7,317.33)	45,550.13	659,738.06	525,000.00	134,738.06
Cemetery Fund	1,077,054.24	12,636.57	(5,195.68)	15,208.07	1,069,287.06	870,000.00	199,287.06
City Park Fund	173,843.81	6,511.22	(5,785.71)	44,113.77	130,455.55	-	130,455.55
Public Park Foundation Fund	270,651.32	3,500.00	-	-	274,151.32	140,000.00	134,151.32
Recreational Development Fund	53,701.31	8,514.00	-	32,423.04	29,792.27	-	29,792.27
Band Fund	-	2,361.57	-	2,361.57	-	-	-
ARPA Fund	1,998,817.70	15,198.34	-	224.03	2,013,792.01	1,995,000.00	18,792.01
Road Use Tax Fund	1,297,717.69	69,948.44	(19,166.66)	-	1,348,499.47	754,000.00	594,499.47
Stormwater Maintenance Fund	296,619.14	314.58	-	-	296,933.72	266,000.00	30,933.72
Trust and Agency Fund	875,164.18	3,323.82	14,155.42	36,221.03	856,422.39	845,000.00	11,422.39
Health Insurance Fund	1,240,060.72	1,427.38	147,453.20	152,279.90	1,236,661.40	800,000.00	436,661.40
Inmate Security Fund	16,937.12	114.00	-	-	17,051.12	-	17,051.12
Equitable Sharing Fund	3,617.07	-	-	-	3,617.07	-	3,617.07
Transportation Sales Tax Fund	1,146,875.19	117,782.76	-	-	1,264,657.95	900,000.00	364,657.95
Transportation Capital Projects Fund	173,584.70	-	-	-	173,584.70	-	173,584.70
Sales Tax Fund	2,171,742.65	247,639.23	-	19,532.50	2,399,849.38	1,793,109.93	606,739.45
Recreation Sales Tax Fund	427,023.48	70,278.40	(812.07)	26,874.53	469,615.28	50,000.00	419,615.28
Public Safety Sales Tax Fund	120,410.46	116,984.58	-	-	237,395.04	-	237,395.04
Fire Protection Sales Tax Fund	63,045.11	58,543.05	-	-	121,588.16	-	121,588.16
Capital Projects Construction Fund	3,618,312.69	-	-	-	3,618,312.69	2,450,000.00	1,168,312.69
Economic Dev. Reserve Fund	886,598.78	-	-	-	886,598.78	850,000.00	36,598.78
CDBG Grant Fund	115,080.41	-	-	-	115,080.41	-	115,080.41
I-55 Corridor Special Alloc. Fund	2,317.69	-	-	-	2,317.69	-	2,317.69
TOTALS	42,051,805.15	2,774,411.14	(0.00)	2,363,105.26	42,463,111.03	30,948,674.89	11,514,436.14

Respectfully Submitted,



Angela Birk, City Clerk/Treasurer

Cash on Hand	1,675.00
General Account	9,783,289.87
Collectors Account	1,725,854.20
Equitable Sharing Fund	3,617.07

TOTAL	11,514,436.14
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MEMO



TO: Mayor Hahs and Members of the Board of Aldermen

FROM: Janet Sanders, Director of Public Works

DATE: June 12, 2024

SUBJECT: Precise Target Locating – Contract for Utility Locates

The City has been in a contract since 2020 with Precise Target Locating, LLC to perform our Missouri One Call utility locates and has had good performance from this contractor. This contract allows renewal up to five years with an opportunity for an annual price increased based on the year's CPI up to 5% per year. This is our last year of available renewal and next year we will re-bid the contract. Below are the increases to date. The contractor would like to renew and is asking for a \$1 per ticket increase for the 24-25 contract year.

Year	Ticket Price - Locates	Ticket Price – Clear Tickets	Price Increase	Percent Increase Per Locate
2020-21	\$35.00	\$20.00	n/a	n/a
2021-22	\$35.00	\$20.00	\$0.00	0%
2022-23	\$36.00	\$20.00	\$1.00	2.9%
2023-24	\$37.00	\$20.00	\$1.00	2.7%
2024-25	\$38.00	\$20.00	\$1.00	2.6%

No increases have been requested for additional charges allowed by the contract. Additional charges included in the contract remain at \$45.00 for emergency after-hours locates, an extended footage fee of \$0.25 per lineal foot outside of the 200-foot normal locate radius, and a \$30.00 charge for site surveillance if requested by the owner.

If the Board is agreeable to this renewal with the \$1 per ticket increase, a motion to approve the contract extension is needed and the contractor will be notified by letter signed by Mayor Hahs.



City of Jackson

June 17, 2024

Mr. Shannon Garrett
Precise Target Locating, LLC
P.O. Box 2174
Cape Girardeau, MO 63702

Subject: Contract Extension
Underground Facilities Locating and Marking Services

Per Contract Part VI, Supplementary Conditions, Paragraph 8.1.B, the City of Jackson hereby renews your contract to end on June 30, 2024.

Per your request on July 17, 2023, Precise Target Locating wishes to exercise their option per contract paragraph VI.8.2.A to increase the price of each locate ticket by the amount of \$1.00 or 2.6% to \$38.00. The City hereby agrees to this increase during the coming contract period.

If you have questions or comments, please contact me at 573-243-2300 x 2031 or jsanders@jacksonmo.org.

Mayor Dwain Hahs

Date

PUBLIC WORKS MEMORANDUM



City of Jackson

TO: Mayor and Board of Aldermen

CC: Jim Roach, City Administrator

FROM: George Harris, Engineer

DATE: June 17, 2024

RE: Change Order No. 1- (1) Alternate Temporary Housing for Operation of Fire Station No. 1 During Renovation Work and (2) a Proposal for Removal and Disposal of Existing Abandoned Tower.

(1) Penzel Construction has proposed an alternate to the temporary housing included in the original project design. Under the proposal, a substitution is offered resulting in the operations of Fire Station No. 1 being conducted from facilities constructed inside the warehouse on the Penzel Construction Company property. The proposed substitution is offered as a no cost or time change to the original contract. All the features and conditions of the original scope for temporary housing will be provided under the proposed substitution.

(2) Penzel Construction has proposed to remove and dispose of the existing abandoned tower at the Fire Station No. 1 site. The proposed tower removal and disposal is offered as a no cost or time change to the original contract.

City staff recommends that the Mayor and Board of Aldermen approve the proposed Change Order No.1 to the Building Addition & Renovation of Jackson Fire Station #1 project..

Note: In conjunction with the Alternate Temporary Housing, a lease agreement is proposed at a cost of one dollar for a period of one year. The lease has been submitted for approval as a separate item and is proposed to facilitate insurance coverages by establishing an agreement between the parties for use of the facilities at the Penzel Construction Company site.

Change Order**No. 1**Date of Issuance: 06/17/2024Effective Date: 04/16/2024Project: Jackson Fire Station #1
Building Addition and Renovations

Owner: City of Jackson

Owner's Contract No.: 24-35

Contract: General Contract

Date of Contract: 04/02/2024

Contractor: Penzel Construction Company, Inc.

Engineer's Project No.: 22-273

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

1. Alternate temporary facility.
2. Include removal and disposal of existing abandoned tower.

Attachments (list documents supporting change):

1. Sublease agreement between Penzel Construction Company, Inc and City of Jackson for temporary facility

CHANGE IN CONTRACT PRICE:**CHANGE IN CONTRACT TIMES:**

Original Contract Price:

\$ 3,618,700.00Original Contract Times: ☐ Working days ☒ Calendar daysSubstantial completion (date): 05/01/2025Ready for final payment (date): 07/01/2025[Increase] [Decrease] from previously approved
Change Orders No. ____ to No. ____:\$ n/a[Increase] [Decrease] from previously approved Change Orders
No. ____ to No. ____:Substantial completion (days): n/aReady for final payment (days): n/a

Contract Price prior to this Change Order:

\$ 3,618,700.00

Contract Times prior to this Change Order:

Substantial completion (date): 05/01/2025Ready for final payment (date): 07/01/2025

[Increase] [Decrease] of this Change Order:

\$ 0.00

[Increase] [Decrease] of this Change Order:

Substantial completion (days): 0Ready for final payment (days): 0

Contract Price incorporating this Change Order:

\$ 3,618,700.00

Contract Times with all approved Change Orders:

Substantial completion (date): 05/01/2025Ready for final payment (date): 07/01/2025**RECOMMENDED:**By: [Signature]
Engineer (Authorized Signature)Date: 06/11/2024**ACCEPTED:**By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:By: [Signature]
Contractor (Authorized Signature)Date: 6/11/2024

PUBLIC WORKS MEMORANDUM



City of Jackson

TO: Mayor and Board of Aldermen

CC: Jim Roach, City Administrator

FROM: George Harris, Engineer

DATE: June 17, 2024

RE: Lease Agreement Between Penzel Construction Company and the City of Jackson for the purpose of temporary housing of Fire Station No. 1 operations during renovation work at Fire Station No. 1

Penzel Construction Company has proposed an alternate to the temporary housing included in the original project contract documents. The offered alternate is a substitution resulting in the operations of Fire Station No. 1 being conducted from facilities constructed inside the warehouse on the Penzel Construction Company property for a period of one year.

The one-year lease agreement is proposed to facilitate insurance coverages under the proposed substitution included in Change Order No. 1 by establishing an agreement between the parties at a cost of one dollar.

City staff recommends that the Mayor and Board of Aldermen approve the proposed Lease Agreement Between Penzel Construction Company and the City of Jackson for Temporary Housing of Fire Station No. 1 Operations During Renovation Work at Fire Station No. 1.

BILL NO. 24-__

ORDINANCE NO. 24-__

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A SUBLEASE AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *PENZEL CONSTRUCTION COMPANY, INC., OF JACKSON, MISSOURI*, RELATIVE TO ALLOWING THE JACKSON FIRE RESCUE TO OPERATE A TEMPORARY FIRE STATION DURING CONSTRUCTION UPGRADES OF EXISTING FIRE STATION NO. 1; 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 sublease 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 sublease 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 sublease agreement attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **Penzel Construction Company, Inc. of Jackson, 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 sublease agreement.

Section 2. That the Mayor is hereby authorized and directed to execute said sublease 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 sublease 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: June 17, 2024.

SECOND READING: June 17, 2024.

PASSED AND APPROVED this 17th day of June 2024, by a vote of __ ayes, __ nays, __ abstentions and __ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: _____
Mayor

City Clerk

SUBLEASE AGREEMENT

This Sublease Agreement ("Sublease") was made and entered into effective this _____ day of _____, 2024, between **PENZEL CONSTRUCTION COMPANY, INC.**, organized under the laws of the State of Missouri, having its principal office in the County of Cape Girardeau, State of Missouri ("Sublandlord"), and **CITY OF JACKSON**, a municipal corporation organized under the laws of the State of Missouri, having its principal office at 101 Court Street, City of Jackson, County of Cape Girardeau, State of Missouri ("Subtenant").

RECITALS

The parties recite and declare:

- A. Sublandlord is the sole owner of the premises described below, and desires to Sublease the premises to a suitable Subtenant for business purposes.
- B. Subtenant desires to Sublease the premises for the purpose of its use to temporarily relocate its fire station during construction upgrades of the existing fire station.
- C. The parties desire to enter a Sublease defining their rights, duties, and liabilities relating to the premises.

In consideration of the mutual covenants contained in this Sublease, the parties agree as follows:

SECTION ONE SUBJECT AND PURPOSE

Sublandlord subleases the building and adjoining land with ingress and egress in the City of Jackson, County of Cape Girardeau, State of Missouri, and located at 324 West Jackson Blvd., to Subtenant for Subtenant's use as its use as a temporary fire station during construction upgrades of the existing fire station.

SECTION TWO TERM AND RENT

- A. Sublandlord demises the above-described premises for a term of one (1) year, commencing June 3, 2024, and terminating on the last day of June 2, 2025, at 5:00 p.m., or sooner as provided in this Sublease for the initial annual rental of One Dollar (\$1.00) per annum and other good and valuable consideration, payable in full at the time of execution of this Sublease.

SECTION THREE UTILITIES

All applications and connections for necessary utility services on the demised premises shall be made in the name of Subtenant only. Subtenant shall be solely liable for utility charges as they become due, including, but not limited to, those for sewer, water, gas, electricity, and telephone services.

SECTION FOUR INSURANCE

Subtenant shall provide to Sublandlord proof of public liability, property damage, and workman's compensation insurance as follows:

Commercial General Liability Insurance with a minimum limit of \$1,000,000 each occurrence/\$2,000,000 general aggregate written on an occurrence basis.

Comprehensive Business Liability Insurance for all owned, non-owned, and hired automobiles and other vehicles used with a combined single limit of \$1,000,000 minimum.

Worker's Compensation Insurance within statutory limits required by any applicable federal or state law and Employers Liability Insurance with minimum limit of \$1,000,000 per accident.

Additional Insured Endorsement naming the Sublandlord as an additional insured and applying only to Subtenant's use of the building Subleased from Sublandlord.

SECTION FIVE INDEMNITY

To the fullest extent permitted by law, Subtenant agrees to indemnify, defend and hold harmless the Sublandlord, its officers, agents, volunteers, Subtenants, 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 the use of Sublandlord's demised premises, facilities, buildings, equipment or infrastructure under this Sublease 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 Subtenant its officers, agents, and volunteers, or anyone directly or indirectly employed or hired by the Subtenant or anyone for whose acts the Subtenant may be liable, regardless of whether caused in part by the negligence or wrongdoing of Sublandlord and any of its agents or employees.

**SECTION SIX
LIABILITY OF
SUBLANDLORD**

Subtenant shall be in exclusive control and possession of the demised premises, and Sublandlord shall not be liable for any injury or damages to any property or to any person on or about the demised premises or for any injury or damage to any property of Subtenant. The provisions of this Sublease permitting Sublandlord to enter and inspect the demised premises are made to ensure that Subtenant is in compliance with the terms and conditions of this Sublease and to insure that Subtenant makes repairs which Subtenant has failed to make. Sublandlord shall not be liable to Subtenant for any entry on the premises for inspection purposes.

**SECTION SEVEN
REPRESENTATIONS BY
SUBLANDLORD**

At the commencement of the term, Subtenant shall accept the buildings and improvements and any equipment in its existing condition and state of repair, and Subtenant agrees that no representations, statements, or warranties, express or implied, have been made by or on behalf of Sublandlord in respect thereto except as contained in the provisions of this Sublease. Sublandlord shall in no event be liable for any latent defects.

**SECTION EIGHT
NOTICES**

All notices, demands, or other writings in this Sublease provided to be given or made or sent, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, registered and postage prepaid, and addressed as follows:

TO SUBLANDLORD: 6231 State Highway F
 Whitewater, MO 63785

TO SUBTENANT: 101 Court Street
 Jackson, MO 63755

**SECTION NINE
ASSIGNMENT, MORTGAGE, OR SUBSUBLEASE**

Subtenant shall not assign, mortgage, pledge, or encumber this Sublease or sublet the demised premises in whole or in part or permit the demised premises to be used or occupied by others, nor shall this Sublease be assigned or transferred by operation of law, without the prior, express, and written consent in writing of Sublandlord in each instance.

SECTION TEN SURRENDER OF POSSESSION

A. Subtenant shall, on the last day of the term, or on earlier termination and forfeiture of this Sublease, peaceably and quietly surrender and deliver the demised premises to Sublandlord free of subtenancies, including all buildings, additions, and improvements constructed or placed on the demised premises by Subtenant, except moveable trade fixtures, all in good condition and repair.

B. If Sublandlord so elects, any trade fixtures or personal property not used in connection with the operation of the demised premises and belonging to Subtenant, if not removed at the termination or forfeiture of this Sublease, shall be deemed abandoned and become the property of Sublandlord without any payment or offset for such fixtures or property. At Sublandlord's election, Sublandlord may remove such fixtures or property from the demised premises and store them at the risk and expense of Subtenant.

C. Subtenant shall repair and restore all damage to the demised premises caused by the removal of equipment, trade fixtures, and personal property.

SECTION ELEVEN ENTIRE AGREEMENT

This Sublease shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Sublease shall not be binding upon either party except to the extent incorporated in this Sublease.

SECTION TWELVE MODIFICATION OF AGREEMENT

Any modification of this Sublease or additional obligation assumed by either party in connection with this Sublease shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

SECTION THIRTEEN BINDING EFFECT

This Sublease shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties.

SECTION FOURTEEN APPLICABLE LAW

This Sublease shall be governed by and construed in accordance with the laws of the State of Missouri and any dispute between the parties shall be heard in the Circuit Court of Cape Girardeau County, Missouri.

SUBLANDLORD:

Penzel Construction Company, Inc.

By: 
Philip C. Penzel, Member

SUBTENANT:

CITY OF JACKSON, MISSOURI

By: _____
Mayor

Attest:

City Clerk

CONSENT TO SUBLEASE AGREEMENT

Cooper Properties, 325, LLC (“Cooper”) is the owner of the above described property that was leased to Penzel Construction Company, Inc. (“Penzel”). Cooper does hereby grant consent to this Sublease Agreement between Penzel and the City of Jackson, Missouri.

Dated this _____ day of May, 2024

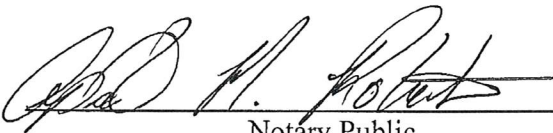

Clayton C. Randol, Member

STATE OF MISSOURI)
) ss.
COUNTY OF CAPE GIRARDEAU)

On this 23 day of May, 2024, before me personally appeared Philip C. Penzel, to me known to be the member of Penzel Construction Company, Inc., (Sublandlord herein), and authorized to execute the within document on behalf of the said limited liability company and acknowledged to me that he executed the same as his free act and deed and as the free act and deed of said limited liability company for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said county and state the day and year first above written.




Notary Public
State of Missouri, County of Cape Girardeau
My term expires:

STATE OF MISSOURI)
) ss.
COUNTY OF CAPE GIRARDEAU)

On this ____ day of _____, 2024, before me personally appeared Dwain Hahs, to me known to be the person described and who, being by me first duly sworn, did say that he is MAYOR of the CITY OF JACKSON, MISSOURI, a municipal corporation of the State of Missouri, and said instrument was signed on behalf of said municipal corporation by authority of its Board of Aldermen, and the said Dwain Hahs acknowledged said instrument to be the free act and deed of said municipal corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said county and state the day and year first above written.

Notary Public
State of Missouri, County of Cape Girardeau
My term expires:

EXHIBIT A

TRACT 1:

ALL OF LOT THAT PART OF UNITED STATES PRIVATE SURVEY NUMBER 527, TOWNSHIP 31 NORTH, RANGE 12 EAST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF JACKSON, COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING at the Southeast corner of United States Survey Number 221, said Southeast corner also being a corner on the West line of US Survey 527 and on the North line of US Survey Number 244; thence with the common North-South line between US Surveys 221 and 527, North 7°29'10" East, 1219.24 feet to the Southwestern corner of a tract presently owned under the name of B and B Auto Salvage Company; thence with the Southerly line of said tract, South 74°13'46" East, 129.50 feet to the Southeasterly corner of said tract, said point falling within Hubble Creek, thence with the East line of said tract, and with said Hubble Creek, North 3°35'46" West, 58.80 feet; thence North 47°12'14" East, 297.30 feet; thence North 5°12'14" East, 125.40 feet; thence North 6°54'17" West, 92.77 feet; to the Southwest corner of a tract conveyed in Deed book 263 at Page 579; thence with the South line of said Tract, and said line extended, South 73°15'35" East, 713.53 feet; to a 1/2" iron rod on the Southeast corner of a tract conveyed in Document 2017-12195; said point being also a Western line of Lot Number 1 of Penzel Subdivision, said Subdivision being recorded in Document 2020-03789; thence with the Western lines of said Lot 1, South 03°55'04" West, 122.15 feet, thence North 87°25'08" West 113.47 feet; thence South 02°34'52" West, 234.11 feet to the most Southwesterly corner of said Lot 1, thence with the South line of said Lot 1, South 87°25'08" East, 153.68 feet, to the most Southeasterly corner of said Lot 1, thence with the East line of said Lot 1, North 04°04'28" East, 438.08 feet, to a point on the Southerly terminus of the right of way of Penzel Drive, thence with said South right of way line, South 73°05'22" East, 31.79 feet to a 1/2" iron Rod on the West line of the Ceramo Company Inc. Tract, thence with the West line of said Tract South 04°04'28" West, 292.51 feet to a 1/2" iron rod, thence along a Southerly line of said Ceramo Company Inc. tract, South 73°25'24" East, 210.71 feet to a 2" pipe, at a Northwesterly corner of a tract presently owned by Kasten Clay Products, Inc., thence along a Westerly line of said Kasten Clay Products, Inc., tract South 21°03'33" West, 496.73 feet; thence continuing along a Westerly line of said Kasten Clay Products, Inc. tract, South 34°02'05" West, 244.62 feet, thence continuing along a Westerly line of said Kasten Clay Products, Inc. tract, South 33°58'09" West, 705.08 feet, thence along a Northern line of said Kasten Clay Products, Inc. tract, North 83°15'44" West, 741.2 feet to the place of beginning and containing 36.34 acres, more or less, and being subject to easements of record.

ALSO:

All of Lot One (1) of Penzel Subdivision in the City of Jackson, Missouri, as shown by plat filed for record in Document 2020-03789 in the Land Records of Cape Girardeau County, MO.

LESS AND EXCEPT ANY PARCELS HERETOFORE CONVEYED (1) FOR THE CREATION OF PENZEL DRIVE, (2) TO THE MISSOURI DEPARTMENT OF TRANSPORTATION, AND (3) TO RELIABLE COMMUNITY BANK SHARES, INC. OR THE BANK OF MISSOURI, IT BEING THE INTENTION TO CONVEY ALL THAT LAND OWNED BY THE GRANTOR NOW OR PREVIOUSLY CONTIGUOUS TO ANY PART OF THE REAL ESTATE DESCRIBED HEREIN.

ADDENDUM TO AGREEMENT

THIS ADDENDUM, effective as of the date on which all parties hereto execute this Addendum, amends and supplements that Professional Services Agreement by and between **CITY OF JACKSON, MISSOURI (“Client”)** and **Houseal Lavigne Associates, LLC. (“Consultant”)** with the effective date of July 19, 2022 (the “Agreement”).

WHEREAS, Client and Consultant wish to amend the terms of the time of performance under the Agreement.

NOW, THEREFORE, for adequate consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend the Agreement by extending the time of performance from 18 months to 30 months with all other terms and conditions of the Agreement to remain in full force and effect.

Client and Consultant acknowledge that they have read and agreed to the terms and conditions of this Addendum, and they understand it will become legally binding upon signing.

DATE: _____

City of Jackson, Missouri

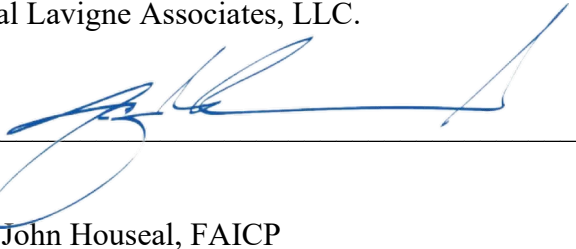
Dwain Hahs, Mayor

ATTEST:

Angela Birk, City Clerk

DATE: June 5, 2024

Houseal Lavigne Associates, LLC.

By:  _____

Print: John Houseal, FAICP

Title: Partner | Co-Founder



PARK DONATION & MEMORIAL FORM

Donor name or organization: JAOA
Address: S. Farmington Rd City, State, Zip: Jackson, MO 63955
Phone 573-275-4144 E-mail: t.keller@appraisalark.com

Pre-approved donation list of new items: (please check appropriate item)

☐ Tree ☐ Picnic Table ☐ Metal Bench
☐ Planter ☐ Litter Receptacle ☐ Drinking Fountain
☐ Other

Proposed location: Jackson Soccer Park fields 9, 10, & 11

Description of request: The rebuilding of fields 9, 10, & 11 with Irrigation & Bermuda grass. Engineered plans & costs have already been provided & donation money will be available upon approval from City Council.

Estimated value of donation: \$ 155,000 +/-

Maintenance plan of donation:

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

Signature: Cathy R. Keller
Date: 5/20/24

Return to:

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

TURF RENOVATIONS, LLC

Quote

"Let Us Build Your Field of Dreams"

1921 CH 417

Portageville, MO 63873

573-225-8867 - Phone

DATE

May 2, 2024

CUSTOMER:

JAOSA
Field(s) 9, 10 and 11



METHOD	TERMS	DATE of Service
	TBD	TBA

QTY	ITEM	DESCRIPTION	UNIT PRICE	LINE TOTAL
30	Material	24 ton loads of top dress sand	\$ 550.00	\$ 16,500.00
30	Field	Top Dress sand to entire soccer field	\$ 400.00	\$ 12,000.00
1	Field	Figure 8 and smooth playing surface after top dress	\$ 5,500.00	\$ 5,500.00
1	Irrigation	Irrigation to entire field	\$ 38,000.00	\$ 38,000.00
1	Material	Sod and Install to entire soccer field	\$ 76,000.00	\$ 76,000.00
4	Field	Top Dress sand to entire soccer field after sod	\$ 400.00	\$ 1,600.00
4	Material	24 ton loads of top dress sand	\$ 550.00	\$ 2,200.00
2	Field	Spray existing field to assure no growth prior to start	\$ 450.00	\$ 900.00
1	Mobilization	Equipment and Employee transportation to job site	\$ 2,750.00	\$ 2,750.00

SUBTOTAL \$ 155,450.00

SHIPPING

SALES TAX

TOTAL \$ 155,450.00

THANK YOU

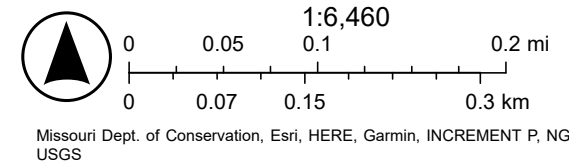
Authorized by

Date

JAOSA Donation - Soccer Field Improvements



6/12/2024, 8:34:27 AM



BILL NO. 24-__

ORDINANCE NO. 24-__

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND JAOSA, INC., OF JACKSON, MISSOURI, RELATIVE TO THE CONSTRUCTION IMPROVEMENTS TO FIELDS NO. 9, 10, AND 11 AT THE SOCCER PARK; 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 memorandum of understanding 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 memorandum of understanding.

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 memorandum of understanding attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **JAOSA, Inc., of Jackson, 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 memorandum of understanding.

Section 2. That the Mayor is hereby authorized and directed to execute said memorandum of understanding 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 memorandum of understanding.

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: June 17, 2024.

SECOND READING: June 17, 2024.

PASSED AND APPROVED this 17th day of June 2024, by a vote of __ ayes, __ nays, __ abstentions and __ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: _____
Mayor

City Clerk

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this _____ day of June, 2024, by and between ***CITY OF JACKSON, MISSOURI, a Municipal Corporation***, hereinafter referred to as “**City**,” and ***JAOSA, INC., a Missouri Nonprofit Corporation***, hereinafter referred to as “**JAOSA**,” **WITNESSETH:**

WHEREAS, the City operates a system of city parks that includes an area designated as a soccer park located on Cotton Meyer Drive in the City; and

WHEREAS, JAOSA desires to renovate existing soccer fields (the “Project”) at a location in the soccer park within the City; and

WHEREAS, the parties acknowledge that no City funds will be expended on the Project; and

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

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, it is mutually covenanted and agreed as follows:

1. JAOSA has submitted a Park Donation & Memorial Form for the purpose of donating to the City the renovation of soccer Fields 9, 10 and 11 with an estimated construction cost of \$155,450.00 (the “Project”). The Park Donation & Memorial Form is attached hereto and incorporated herein as Exhibit A.

2. The area affected by this Memorandum of Understanding is the current soccer park on Cotton Meyer Drive which is located in the City and is part of the city park system.

3. JAOSA agrees that it is fully responsible for the design, construction, and all costs for the Project.

4. JAOSA agrees that any damage to other areas of the soccer park caused as a result of the Project will be returned to its original condition.

5. JAOSA shall submit all construction plans, site plans, specifications, and drainage plans to the Parks & Recreation Director for review and Building and Planning for approval prior to construction.

6. JAOSA shall hire only competent contractors to perform the work; require the contractor to obtain all permits and licenses; and ensure that all inspections of the contractors' work are performed for the proper completion of the project.

7. JAOSA shall require any contractor working on the Project to submit to the City a certificate of insurance with the following coverages and amounts:

- (a) Comprehensive General Liability:
 - (1) Bodily Injury
 - \$1,000,000 Each Occurrence
 - \$2,000,000 Annual Aggregate
 - (2) Property Damage
 - \$300,000 Each Occurrence
 - \$500,000 Annual Aggregate
- (b) Personal Injury, with employment exclusion deleted:
 - \$1,000,000 Annual Aggregate
- (c) Comprehensive Automobile Liability:
 - (1) Bodily Injury
 - \$1,000,000 Each Person
 - \$2,000,000 Each Accident
 - (2) Property Damage
 - \$300,000 Each Occurrence

(d) Contractual Liability Insurance:

- | | | |
|-----|---|-------------------------------------|
| (1) | Bodily Injury
\$1,000,000 | Each Occurrence |
| (2) | Property Damage
\$500,000
\$1,000,000 | Each Occurrence
Annual Aggregate |

(e) Additional Insured Endorsement: An endorsement on the required form supplied by the City naming the City of Jackson as an additional insured

All coverage shall be on an “occurrence” basis and not “claims made” and shall list the City as a certificate holder.

8. Upon completion of the Project by JAOSA, the City will be responsible for all future maintenance of the area in the manner that the City determines is appropriate.

9. JAOSA acknowledges that the use and benefit of the Project shall be for the public in general. JAOSA does not, nor do any of its members, obtain special rights or privileges to the area and the area shall be used by the public in such manner as the Park Board of the City determines is appropriate. The parties agree that there shall be no discrimination or limitations on the use of the area based on ethnicity, race, color, creed, or any other discriminatory basis.

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

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

12. To the fullest extent permitted by law, JAOSA agrees to indemnify, defend and hold harmless the City, 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 the project involving an injury to a person or persons, whether bodily injury or other personal injury (including death), or involving an injury 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 JAOSA, its officers, agents, and volunteers, or anyone directly or indirectly employed or hired by JAOSA or anyone for whose acts JAOSA may be liable, regardless of whether caused in part by the negligence or wrongdoing of the City and any of its agents or employees.

13. This Memorandum of Understanding 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 Memorandum of Understanding sets forth the entire agreement between the parties 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. This Memorandum of Understanding shall be governed by and construed in accordance with 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.

15. This Memorandum of Understanding 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. Words of any gender used in this Memorandum of Understanding 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. In case any one or more of the provisions contained in this Memorandum of Understanding 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 Memorandum of Understanding shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

18. The rights and remedies provided by this Memorandum of Understanding 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 Memorandum of Understanding as of the day and year first above written.

(LEFT INTENTIONALLY BLANK)

CITY:

CITY OF JACKSON, MISSOURI

By: _____
Dwain Hahs, Mayor

ATTEST:

Angela Birk, City Clerk

JAOSA, INC

By:  _____
Anthony R. Koeller, President



PARK DONATION & MEMORIAL FORM

Donor name or organization: JAOSA, INC.
 Address: PO BOX 375 City, State, Zip: JACKSON MO 63755
 Phone (573) 275-4144 E-mail: t.koeller@appraiselark.com

Pre-approved donation list of new items: (please check appropriate item)

☐ Tree ☐ Picnic Table ☐ Metal Bench
☐ Planter ☐ Litter Receptacle ☐ Drinking Fountain
☒ Other

Proposed location: SOCCER PARK FIELD 2

Description of request:

DONATION OF ENGINEERING AND PROJECT MANAGEMENT SERVICES
 RELATED TO THE RENOVATION OF FIELD #2 AT THE SOCCER PARK.

Estimated value of donation: \$ 15,645.00

Maintenance plan of donation: CITY OF JACKSON WILL MAINTAIN

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

Signature: Anthony R. Koeller
 Date: 6/12/2024

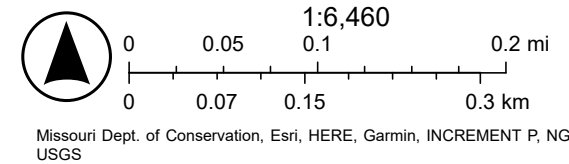
Return to:

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

JAOSA Donation - Soccer Field Improvements



6/12/2024, 8:34:27 AM



BILL NO. 24-__

ORDINANCE NO. 24-__

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND JAOSA, INC., OF JACKSON, MISSOURI, RELATIVE TO THE DISTRIBUTION OF AMERICAN RESCUE PLAN ACT FUNDS TO CONSTRUCT IMPROVEMENTS TO FIELD NO. 2 AT THE SOCCER PARK; 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 memorandum of understanding 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 memorandum of understanding.

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 memorandum of understanding attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **JAOSA, Inc., of Jackson, 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 memorandum of understanding.

Section 2. That the Mayor is hereby authorized and directed to execute said memorandum of understanding 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 memorandum of understanding.

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: June 17, 2024.

SECOND READING: June 17, 2024.

PASSED AND APPROVED this 17th day of June 2024, by a vote of __ ayes, __ nays, __ abstentions and __ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: _____
Mayor

City Clerk

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this _____ day of June, 2024, by and between the ***CITY OF JACKSON, MISSOURI, a municipal corporation***, hereinafter referred to as the “City,” and ***JAOSA, Inc., a Missouri Non-profit Corporation***, hereinafter referred to as “JAOSA,” **WITNESSETH:**

WHEREAS, the American Rescue Plan Act (“ARPA”) was signed into law providing federal funding relief for American workers, families, industries, and state and local governments; and

WHEREAS, the United State Department of Treasury has released a guide on allowed uses of funds and allocated money for state and local governments from the ARPA Fund; and

WHEREAS, the City received an allocation from the ARPA Fund; and

WHEREAS, under section 602(c)(3) of ARPA, the City may transfer funds to a private non-profit entity for the purpose of meeting ARPA’s goals; and

WHEREAS, the City operates a system of city parks that includes an area designated as a Soccer Park located on Cotton Meyer Drive in the City; and

WHEREAS, the Soccer Park provides important recreational activities for the children of the City; and

WHEREAS, the Soccer Park hosts tournaments thereby providing the City with increased economic opportunities through food sales and field rentals; and

WHEREAS, JAOSA manages the recreational soccer program; and

WHEREAS, the City desires to distribute a portion of its ARPA Fund allocation to JAOSA for the purpose of improving Field 2 by rebuilding the field with a crowned playing surface and installing an irrigation system and Bermuda sod (“Project”).

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, it is mutually covenanted and agreed as follows:

1. The City will distribute to JAOSA a one-time payment of \$156,450.00 from the City's allocation of ARPA Funds.
2. JAOSA understands that the allocation of ARPA funds does not constitute an agreement or obligation for the distribution of additional ARPA funds or any other funds from the City.
3. JAOSA agrees to use the funds to improve Field 2 by rebuilding the field with a crowned playing surface and installing an irrigation system and Bermuda sod, so that JAOSA can continue to meet the recreational needs of the children.
4. The area affected by this Memorandum of Understanding is the current Soccer Park on Cotton Meyer Drive which is located in the City and is part of the city park system.
5. JAOSA agrees that it is fully responsible for the design, construction, and the payment of all costs for the Project.
6. JAOSA agrees that any damage to other areas of the Soccer Park caused as a result of the Project will be returned to its original condition.
7. JAOSA shall submit all construction plans, site plans, specifications, and drainage plans to the Parks & Recreation Director for review and Building and Planning for approval prior to construction.
8. JAOSA shall hire only competent contractors to perform the work; require the contractor to obtain all permits and licenses; and ensure that all inspections of the contractors' work are performed for the proper completion of the project.

9. JAOSA shall require any contractor working on the Project to submit to the City a certificate of insurance with the following coverages and amounts:

- (a) Comprehensive General Liability:
 - (1) Bodily Injury
\$1,000,000 Each Occurrence
\$2,000,000 Annual Aggregate
 - (2) Property Damage
\$300,000 Each Occurrence
\$500,000 Annual Aggregate
- (b) Personal Injury, with employment exclusion deleted:
\$1,000,000 Annual Aggregate
- (c) Comprehensive Automobile Liability:
 - (1) Bodily Injury
\$1,000,000 Each Person
\$2,000,000 Each Accident
 - (2) Property Damage
\$300,000 Each Occurrence
- (d) Contractual Liability Insurance:
 - (1) Bodily Injury
\$1,000,000 Each Occurrence
 - (2) Property Damage
\$500,000 Each Occurrence
\$1,000,000 Annual Aggregate
- (e) Additional Insured Endorsement: An endorsement on the required form supplied by the City naming the City of Jackson as an additional insured

All coverage shall be on an “occurrence” basis and not “claims made” and shall list the City as a certificate holder.

10. Upon completion of the project by JAOSA, the City will be responsible for all future maintenance of the area in the manner that the City determines is appropriate.

11. JAOSA acknowledges that the use and benefit of the Project shall be for the public in general. JAOSA does not, nor do any of its members, obtain special rights or privileges to the area and the area shall be used by the public in such manner as the Park Board of the City determines is appropriate. The parties agree that there shall be no discrimination or limitations on the use of the area based on ethnicity, race, color, creed, or any other discriminatory basis.

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

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

14. To the fullest extent permitted by law, JAOSA agrees to indemnify, defend and hold harmless the City, 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 the project involving an injury to a person or persons, whether bodily injury or other personal injury (including death), or involving an injury 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 JAOSA, its officers, agents, and volunteers, or anyone directly or indirectly employed or hired by JAOSA or anyone for whose acts JAOSA may be liable, regardless of whether caused in part by the negligence or wrongdoing of the City and any of its agents or employees.

15. JAOSA agrees to comply with all applicable federal, state, and local laws, rules and regulations in the receipt and use of this payment, and supply such information to the City upon the City's request.

16. This Memorandum of Understanding contains the entire agreement of the parties and can be altered, amended, or modified only by written instrument executed by both parties. This Memorandum of Understanding sets forth the entire agreement between the parties 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.

17. This Memorandum of Understanding shall be governed by and construed in accordance with the laws of the State of Missouri.

18. This Memorandum of Understanding shall be binding upon and shall inure to the benefit of the undersigned parties and their respective heirs, legal representatives, distributees, successors, and assigns.

19. In case any one or more of the provisions contained in this Memorandum of Understanding 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 Memorandum of Understanding shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

20. The rights and remedies provided by this Memorandum of Understanding 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 Memorandum of Understanding as of the day and year first above written.

CITY:

CITY OF JACKSON, MISSOURI

By: _____
Dwain Hahs, Mayor

ATTEST:

Angela Birk, City Clerk

JAOSA, INC:

By: Anthony R. Koeller
Anthony R. Koeller, President