

MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Monday, May 20, 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 May 6, 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 bid of Clean Slate Cleaning Service, LLC, of Cape Girardeau, Missouri, in the amount of \$1,440.00 per month for three years, relative to providing services under the Police Station Janitorial Services Program.
- 7. Bill proposing an Ordinance authorizing a contract agreement with Clean Slate Cleaning Service, LLC, relative to the Police Station Janitorial Services Program.
- 8. Motion authorizing the Mayor to execute a Form 8283 to Rhodes Development Company, LLC, relative to the donation of a Water Line Easement Deed at 1730 East Jackson Boulevard.
- 9. Bill proposing an Ordinance accepting the dedication of a Water Line Easement Deed from Rhodes Development Company, LLC, relative to the Water System Facility Plan Implementation Project - Phase 2, Project 2E.

Street, Sewer, and Cemetery Committee

10. Motion approving the Mayor's appointment of Carole Baugh to the Historic Preservation Commission, filling an unexpired term ending 2025.

- 11. Motion approving Change Order No. 1, in the amount of \$37,141.04, to Putz Construction, LLC, of Millersville, Missouri, relative to the Annual Concrete Pavement Improvement Program.
- Motion accepting the bid of Gunner Energy Corporation d/b/a General Acrylics, of Mt. Vernon, Illinois, in the amount of \$39,985.00, relative to the Tennis Court Repair & Resurfacing Project.
- 13. Bill proposing an Ordinance authorizing a contractual agreement with Gunner Energy Corporation d/b/a General Acrylics, relative to the Tennis Court Repair & Resurfacing Project.
- <u>14.</u> Bill proposing an Ordinance approving an amendment to Chapter 39 of the Code of Ordinances of the City of Jackson, relative to the commuter parking lot.

NON-AGENDA CITIZEN INPUT

INFORMATION ITEMS

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

EXECUTIVE SESSION

Motion to have executive session. Authority is Section 610.021(12), Revised Statutes of Missouri, as amended, relative to contracts.

ADJOURN

Posted on 05/17/2024 at 4:00 PM.



MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Monday, May 6, 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, Katy Liley, David Hitt, David Reiminger, and Wanda Young. Present-7; Absent-1.

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 Sea agenda, as presented. Ayes-7; Nays-0;	baugh, seconded by Alderwoman Liley, to adopt the Absent-1.
Public Hearing to Consider the Rezonin of 26.2 acres of property located on Cane Creek Road, as submitted by Trussworks Realty Missouri, LLC	g))))

Now comes forth a public hearing to consider the rezoning of 26.2 acres of property located on Cane Creek Road from R-1 (Single-Family Residential) District to I-2 (Heavy Industrial) District, as submitted by Trussworks Realty Missouri, LLC.

Now comes forth Building and Planning Manager Larry Miller to state that the Planning & Zoning Commission voted to recommend approval of the rezoning. It is requested that the City Clerk admit the case material, all exhibit files, and other support information into the record so it may be incorporated as part of the proposed ordinance. Larry also provided a letter of concern from the residents of Cold Creek Subdivision as well as Mr. Stroder's reply to those concerns, and a letter in favor of the rezoning from Brian Gerau of the Jackson Area Chamber of Commerce.

All witnesses to be sworn in by City Clerk Angela Birk prior to their testimony at this public hearing.

Now comes forth Steve Stroder, of 2155 Greensferry Rd and President of Trussworks Realty Missouri, LLC, to speak in favor of the proposed rezoning. Mr. Stroder referenced the letter of concern from the residents of the Cold Creek Subdivision.

Now comes forth Brian Gerau, of 341 Hickory Creek Lane and the Jackson Area Chamber of Commerce, to speak in favor of the proposed rezoning.

Now comes forth Jason Comstock, of 2976 Vista Ridge PI, to speak in opposition of the proposed rezoning. Mr. Comstock raises concerns about the dust and the noise and hopes for some concessions if the rezoning is approved.

Now comes forth Robert Lichtenegger, of 1011 Aaron Dr, to speak in opposition of the proposed rezoning.

Now comes forth Mike Giudicy, of 2829 Clear Spring PI, to speak in opposition of the proposed rezoning. Mr. Giudicy is concerned about safety, dust, and noise.

Now comes forth Mr. Stroder to address the concerns mentioned in opposition.



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MINUTES

The Public Hearing is now closed by Mayor Hahs.	
Motion to Approve the Minutes of the) April 15, 2024, Regular Board Meeting)	
Motion made by Alderwoman Liley, seconded by A of the preceding Regular Board Meeting of Monday, April	
Motion to Approve Bills of April, 2024)	
Now is presented the Semimonthly Bills Report, in April, 2024. Motion made by Alderman Hitt, seconded by Semimonthly Bills in the various funds for April, 2024. Aye	Alderwoman Young, to approve the
Motion to approve the Mayor's) Appointment of Wade Bartels to the) Zoning Board of Adjustment)	
Motion made by Alderman Reiminger, seconded by Mayor's appointment of Wade Bartels to the Zoning Boat term ending 2025. Ayes-7; Nays-0; Absent-1.	/ Alderman Seabaugh to approve the rd of Adjustment, filling an unexpired
Motion to Approve Change Order No. 2) to Robinson Industrial, Heavy and) Commercial Contracting, Inc. DBA RIHC) Contracting, of Perryville, Missouri,) Relative to the Jackson Water Plant) Improvements – Phase 2, Project 2D)	
Motion made by Alderman Reiminger, seconded by Al Change Order No. 2, to Robinson Industrial, Heavy and C RIHC Contracting, of Perryville, Missouri, relative to the Ja Phase 2, Project 2D. Lisa Fennewald of RIHC Contracting the change order. Ayes-7; Nays-0; Absent-1.	ommercial Contracting, Inc. dba ackson Water Plant Improvements –

Ordinance No. 24-42 Re: To Approve)
The Voluntary annexation of 26.2 acres)
Of property located on Cane Creek	ĺ
Road as submitted by Trussworks)
Realty Missouri, LLC	ĺ

The matter of approving the voluntary annexation of 26.2 acres of property located at Cane Creek Road, as submitted by Trussworks Realty Missouri, LLC, came on for consideration. Alderman Reiminger introduced Bill No. 24-42, being for an ordinance entitled as follows:

AN ORDINANCE ANNEXING CERTAIN ADJACENT TERRITORY INTO THE CITY LIMITS OF THE CITY OF JACKSON, MISSOURI, UNDER THE PROVISIONS OF SECTION 71.012, RSMO.

On a motion by Alderman Reiminger, seconded by Alderman Seabaugh, Bill No. 24-42 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 Alderman Seabaugh, Bill No. 24-42 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. 24-42 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Hitt-aye; Alderwoman



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MINUTES

Young-aye; Alderman Fraley-aye; Alderman Seabaugh-aye; Alderwoman Liley-abstain; Alderman Stroder-abstain; and Alderman Reiminger-aye.

BILL NO. 24-42 ORDINANCE NO. 24-42

AN ORDINANCE ANNEXING CERTAIN ADJACENT TERRITORY INTO THE CITY LIMITS OF THE CITY OF JACKSON, MISSOURI, UNDER THE PROVISIONS OF SECTION 71.012, RSMO.

WHEREAS, on the 4th day of March, 2024, a verified petition signed by all owners of the real estate hereinafter described, to-wit: Trussworks Realty Missouri, LLC, requesting annexation of said territory into the City of Jackson, Missouri, was filed with the City Clerk and the Board of Aldermen; and,

WHEREAS, said real estate as hereinafter described is adjacent and contiguous to the present corporate limits of the City of Jackson, Missouri; and,

WHEREAS, a public hearing concerning said matter was held at the City Hall in the City of Jackson, Missouri, at the hour of 6:00 p.m. on the 15th day of April, 2024, and,

WHEREAS, notice of said public hearing was given by publication of notice thereof, on the 27th day of March, 2024, in the Cash Book Journal, a weekly newspaper of general circulation in the County of Cape Girardeau, State of Missouri; and,

WHEREAS, at said public hearing, all interested persons, corporations or political subdivisions were afforded the opportunity to present evidence regarding the proposed annexation; and,

WHEREAS, no written objection to the proposed annexation was filed with the Board of Aldermen of the City of Jackson, Missouri, within 14 days after the date of the public hearing; and,

WHEREAS, the Board of Aldermen of the City of Jackson, Missouri, does find and determine that said annexation is reasonable and necessary to the proper development of the City; and,

WHEREAS, the City of Jackson, Missouri, is able to furnish normal municipal services to said area within a reasonable time after annexation.

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

Section 1. Pursuant to the provisions of Section 71.012, RSMo, the following described real estate is hereby annexed into the City of Jackson, Missouri:



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MINUTES

ALL OF THAT PART OF FRACTIONAL SECTION 36, TOWNSHIP 32 NORTH, RANGE 12 EAST OF THE FIFTH PRINCIPAL MERIDIAN, WITHIN THE COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN at the most westerly corner of Lot 1 of the Jackson North Industrial Park Subdivision, Phase 1, said plat being recorded in Document 2014-02837, thence with the west line of said Lot 1, North 08°43'56" East, 409.22 feet; thence North 76°08'59" West, 918.53 feet to a point on the East line of United States Private Survey Number 807, said point being also on the east line of Cold Creek Subdivision, said Cold Creek Subdivision being recorded in Document 2009-00785; thence with the east line of said Survey Number 807 and the east line of said Cold Creek Subdivision, South 06°13'56" West, 1047.66 feet to the Southeast corner of said Cold Creek Subdivision, said point being also on the North line of Terrace Park Estates, a subdivision recorded in Plat Book 23, at Page 37; thence with the north line of said Terrace Park Estates, South 64°20'21" East, 271.61 feet, thence continue with the north line of said Terrace Park Estates, South 48°46'04" East, 470.19 feet; thence North 45°39'09" East, 972.22 feet, to a point on the South line of Lot 1 of said Jackson North Industrial Park Subdivision; thence with the south line of said Lot 1, North 64°46'04" West, 387.18 feet to the place of beginning and containing 26.18 acres, more or less, and being subject to any easements of record.

Section 2. The boundaries of the City of Jackson, Missouri, are hereby altered so as to encompass the above-described tract of land lying adjacent and contiguous to the present corporate limits of said City of Jackson, Missouri.

Section 3. The City Clerk of the City of Jackson, Missouri, is hereby ordered to cause three certified copies of this ordinance to be filed with the County Clerk of Cape Girardeau County, Missouri.

Section 4. That this ordinance shall be in full force and effect from and after its passage and approval.

FIRST READING: May 6, 2024.

SECOND READING: May 6, 2024.

PASSED AND APPROVED this 6th day of May, 2024, by a vote of 5 ayes, 0 nays, 2 abstentions and 1 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
Mayor

ATTEST:

Angela Birk (signed) City Clerk



MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Monday, May 6, 2024 at 6:00 PM

Board Chambers, City Hall, 101 Court St.

MINUTES

Ordinance No. 24-43 Re: To Approve	1
The rezoning of 26.2 acres of property	Í
Located on Cane Creek Road, as	Ì
Submitted by Trussworks Realty	í
Missouri, LLC	í

The matter of approving the rezoning of 26.2 acres of property located on Cane Creek Road from R-1 (Single-Family Residential) District to I-2 (Heavy Industrial) District, as submitted by Trussworks Realty Missouri, LLC, came on for consideration. Alderman Reiminger introduced Bill No. 24-43, being for an ordinance entitled as follows:

AN ORDINANCE AMENDING THE "OFFICIAL ZONING DISTRICT MAP" OF THE CITY OF JACKSON, MISSOURI, AS ADOPTED BY THE BOARD OF ALDERMEN OF THE CITY OF JACKSON, MISSOURI; SAID AMENDMENT IS IN ORDER TO RECLASSIFY A CERTAIN DESCRIBED AREA OF THE CITY OF JACKSON, MISSOURI, FROM R-1 TO I-2, ALL IN ACCORDANCE WITH THE AUTHORITY GRANTED TO THE BOARD OF ALDERMEN BY VIRTUE OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSOURI.

On a motion made by Alderman Reiminger, seconded by Alderman Seabaugh, Bill No. 24-43 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 Alderman Seabaugh, Bill No. 24-43 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. 24-43 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderwoman Liley-abstain; Alderman Hitt-aye; Alderwoman Young-aye; Alderman Fraley-aye; Alderman Seabaugh-aye; Alderman Stroder-abstain; and Alderman Reiminger-aye.

BILL NO. 24-43 ORDINANCE NO. 24-43

AN ORDINANCE AMENDING THE "OFFICIAL ZONING DISTRICT MAP" OF THE CITY OF JACKSON, MISSOURI, AS ADOPTED BY THE BOARD OF ALDERMEN OF THE CITY OF JACKSON, MISSOURI; SAID AMENDMENT IS IN ORDER TO RECLASSIFY A CERTAIN DESCRIBED AREA OF THE CITY OF JACKSON, MISSOURI, FROM R-1 TO I-2, ALL IN ACCORDANCE WITH THE AUTHORITY GRANTED TO THE BOARD OF ALDERMEN BY VIRTUE OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSOURI.

WHEREAS, Trussworks Realty Missouri, LLC, owner of a certain tract of land herein referred to, has heretofore submitted to the City Planning and Zoning Commission for its consideration the rezoning of certain territories located in the City of Jackson, Missouri, said properties being described as parcel number 0990036000070 within the city limits as set out in Exhibit A which is attached hereto and incorporated herein as if fully set forth; and,

WHEREAS, the City Planning and Zoning Commission has heretofore reported to the Board of Aldermen that it approved the requested zoning change; and,



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WHEREAS, the City Planning and Zoning Commission and the Board of Aldermen have heretofore complied with all of the provisions of Chapter 65 of the Code of Ordinances of the City of Jackson, Missouri; and,

WHEREAS, the Board of Aldermen believes it is in the best interest of the citizens of the City of Jackson, Missouri, to rezone the aforesaid area as requested by the applicant.

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

Section 1. That the Zoning Ordinance and the accompanying "Official Zoning District Map" of the City of Jackson, Missouri, are hereby amended insofar as they relate to the property described on Exhibit A which is attached hereto and incorporated herein as if fully set forth; that said property is hereby rezoned from R-1 Single-Family Residential District to I-2 Heavy Industrial.

Section 2. That the application for rezoning as submitted by the owner is attached hereto, marked Exhibit A and incorporated herein as if fully set forth.

Section 3. That the City Clerk of the City of Jackson, Missouri, shall and is hereby directed to amend the "Official Zoning District Map" of the City of Jackson, Missouri, and to certify same and to keep said map on file in the office of the City Clerk and an updated copy shall be placed at City Hall, City of Jackson, Missouri.

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: May 6, 2024.

SECOND READING: May 6, 2024.

PASSED AND APPROVED this 6th day of May, 2024, by a vote of 5 ayes, 0 nays, 2 abstentions and 1 absent.



MAYOR & BOARD OF ALDERMEN REGULAR MEETING

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MINUTES

	CITY OF JACKSON, MISSOURI
(SEAL)	Py: Dwain L. Hohe (signed)
ATTEST:	By: Dwain L. Hahs (signed) Mayor
Angela Birk (signed) City Clerk	
Motion to Approve an amendment to the	•)
Contractual agreement with Mark)
Sander Construction Company, Inc. of)
Benton, Missouri, relative to a time)
Extension for the Civic Center Pavilion)
Project)

Motion made by Alderwoman Liley, seconded by Alderman Fraley, to approve an amendment to the contractual agreement with Mark Sander Construction Company, Inc., of Benton, Missouri, relative to a time extension for the Civic Center Pavilion Project. Ayes-7; Nays-0; Absent-1.

Matian to authorize the reallegation of	`
Motion to authorize the reallocation of)
City Park Funds from Pavilion No. 2)
Replacement project to salaries for the)
Purpose of adding a new Park)
Maintenance position, and reallocating)
American Rescue Plan Act Funds to the)
Pavilion No. 2 Replacement Project in)
The City Park	١

Motion made by Alderwoman Liley, seconded by Alderman Hitt, to authorize the reallocation of \$35,000.00 in City Park Funds from the Pavilion No. 2 Replacement Project to salaries for the purpose of adding a new Park Maintenance position, and authorizing the allocation of the \$35,000.00 of American Rescue Plan Act Funds to the Pavilion No. 2 Replacement Project in the City Park. Ayes-7; Nays-0; Absent-1.

Motion to accept the bid of Putz)
Construction, LLC, of Millersville,)
Missouri, relative to the 2024 Concrete)
Pavement Improvement Program)

Motion made by Alderwoman Liley, seconded by Alderwoman Young, to accept the bid of Putz Construction, LLC, of Millersville, Missouri, in the amount of \$253,899.27, relative to the 2024 Concrete Pavement Improvement Program. Ayes-7; Nays-0; Absent-1.

Ordinance No. 24-44 Re: To Authorize a)
Contractual agreement with Putz
Construction, LLC, of Millersville,
Missouri, relative to the 2024 Concrete
Pavement Improvement Program

The matter of authorizing the contractual agreement with Putz Construction, LLC, of Millersville, Missouri, relative to the 2024 Concrete Pavement Improvement Program, came on for consideration. Alderwoman Liley introduced Bill No. 24-44, being for an ordinance entitled as follows:



MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Monday, May 6, 2024 at 6:00 PM

Board Chambers, City Hall, 101 Court St.

MINUTES

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND PUTZ CONSTRUCTION, LLC, OF MILLERSVILLE, MISSOURI, RELATIVE TO THE 2024 CONCRETE PAVEMENT IMPROVEMENT PROGRAM; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

On a motion made by Alderwoman Liley, seconded by Alderman Stroder, Bill No. 24-44 was placed on its first reading and was read by title, considered and discussed and was duly passed by unanimous vote. On a motion by Alderwoman Liley, seconded by Alderman Stroder, Bill No. 24-44 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. 24-44 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Fraley-aye; Alderman Hitt-aye; Alderman Reiminger-aye; Alderman Seabaugh-aye; Alderman Stroder-aye; Alderwoman Young-aye; and Alderwoman Liley-aye.

BILL NO. 24-44 ORDINANCE NO. 24-44

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND PUTZ CONSTRUCTION, LLC, OF MILLERSVILLE, MISSOURI, RELATIVE TO THE 2024 CONCRETE PAVEMENT IMPROVEMENT PROGRAM; 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 **Putz Construction**, **LLC**, **of Millersville**, **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.



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MINUTES

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: May 6, 2024.

SECOND READING: May 6, 2024.

PASSED AND APPROVED this 6th day of May, 2024, by a vote of 7 ayes, 0 nays, 0 abstentions and 1 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
Mayor

ATTEST:

Angela Birk (signed) City Clerk

Ordinance No. 24-45 Re: To Authorize a)
Contractual agreement with KimHEC,
LLC, of St. Louis, Missouri, relative to
Providing engineering services under a
Master Agreement for Professional
Engineering/Architectural Services

The matter of authorizing a contractual agreement with KimHEC, LLC, of St. Louis, Missouri, relative to providing engineering services under a Master Agreement for Professional Engineering/Architectural Services, came on for consideration. Alderwoman Liley introduced Bill No. 24-45, being for an ordinance entitled as follows:

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A MASTER AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND KIMHEC, LLC OF ST. LOUIS, MISSOURI, RELATIVE TO PROFESSIONAL ENGINEERING/ARCHITECTURAL SERVICES; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

On a motion made by Alderwoman Liley, seconded by Alderman Hitt, Bill No. 24-45 was placed on its first reading and was read by title, considered and discussed and was duly passed by unanimous vote. On a motion by Alderwoman Liley, seconded by Alderman Hitt, Bill No. 24-45 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. 24-45 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Reiminger-aye; Alderwoman Liley-aye; Alderman Stroder-aye; Alderman Seabaugh-aye; Alderman Fraley-aye; Alderwoman Young-aye; and Alderman Hitt-aye.



MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Monday, May 6, 2024 at 6:00 PM

Board Chambers, City Hall, 101 Court St.

MINUTES

BILL NO. 24-45

ORDINANCE NO. 24-45

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A MASTER AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND KIMHEC, LLC OF ST. LOUIS, MISSOURI, RELATIVE TO PROFESSIONAL ENGINEERING/ARCHITECTURAL 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 been presented a master 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 master 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 master agreement attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **KimHEC**, **LLC**, **of St. Louis**, **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 master agreement.

Section 2. That the Mayor is hereby authorized and directed to execute said master 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 master 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: May 6, 2024.

SECOND READING: May 6, 2024.



abstentions and 1 absent.

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MINUTES

PASSED AND APPROVED this 6th day of May, 2024, by a vote of 7 ayes, 0 nays, 0

(SEAL)	CITY OF JACKSON, MISSOURI
(SEAL)	By: Dwain L. Hahs (signed)
ATTEST:	Mayor
Angela Birk (signed) City Clerk	
Motion to approve Task Order Authorization No. 24-02, to KimHEC, LLC, of St. Louis, Missouri, relative to Providing engineering services under the NPDES Permit Renewal Project)) ie))
Order Authorization No. 24-02, in the ar	ey, seconded by Alderwoman Young, to approve Task mount of \$12,100.00, to KimHEC, LLC, of St. Louis, ng services under the NPDES Permit Renewal Project.
Mr. Paul Schniedermeyer to Bring Concerns to The Board of Aldermen))
	edermeyer to discuss a letter that he delivered to Mayor the City Park. Mr. Schniedermeyer suggested signage ming into the City Park.
City Administrator James Roach requests Closed Session))
session for three items relating to real eitem relating to personnel in accordance	rator James Roach to request to proceed into closed estate in accordance with Section 610.21(2) RSMo; one with Section 610.21(3) RSMo and Section 610.21(13) ation in accordance with Section 610.021(12) RSMo.
Motion to Recess the Meeting to Study Session	
Motion made by Alderwoman Lile at 6:59 P.M., to convene to the Study S	ey, seconded by Alderman Stroder, to recess the meeting ession. Ayes-7; Nays-0; Absent-1.
Returned to Open Session at 7:17 P.M.	, from Study Session.
Motion to Proceed into Closed Session and to Adjourn the Meeting))
Liley, it is ordered that the Board now co estate in accordance with Section 610.2	n a motion by Alderman Hitt, seconded by Alderwoman onvene into closed session for three items relating to real 1(2) RSMo; one item relating to personnel in accordance section 610.21(13) RSMo; and one item of contract

negotiation 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: Alderman Seabaugh-aye;

Item 2.

CITY OF JACKSON



MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Monday, May 6, 2024 at 6:00 PM

Board Chambers, City Hall, 101 Court St.

MINUTES

Alderwoman Young-aye; Alderman Hitt-aye; Alderwo Alderman Reiminger-aye; and Alderman Fraley-aye. A	
ATTEST:	Mayor
City Clerk	

CITY COLLECTOR'S REPORT FOR APRIL 2024

DESCRIPTION	ELECTRIC FUND	WATER FUND	WASTEWATER FUND	LANDFILL FUND	GEN. REV. FUND	TOTAL
Service Charges (includes internal transfers)	1,098,769.19	252,844.42	213,699.31	65,497.24	-	1,630,810.16
Penalties	3,489.74	1,046.40	850.49	222.03	-	5,608.66
Sales Tax	30,475.55	7,503.46	-	-	-	37,979.01
Disconnect Fees	4,615.00	-	-	-	-	4,615.00
Returned Transaction Fees	300.00	-	-	-	-	300.00
Customer Relocation Fees	-	-	-	-	200.00	200.00
Trash Stickers	-	-	-	1,772.00	-	1,772.00
UTILITY COLLECTIONS	1,137,649.48	261,394.28	214,549.80	67,491.27	200.00	1,681,284.83
Adjustments - Penalties	-	-	-	-	-	-
Adjustments - Taxes	-	-	-	-	-	-
Adjustments - Service Fees	-	-	-	-	-	-
NET UTILITY COLLECTIONS	1,137,649.48	261,394.28	214,549.80	67,491.27	200.00	1,681,284.83
Business/Contractor Licenses	-	-	-	-	1,180.00	1,180.00
Event Fees/Misc. Charges	-	-	-	-	-	-
NON-UTILITY COLLECTIONS	-	-	-	-	1,180.00	1,180.00
Misc. Adjustments	-	-	-	-	-	-
Interest on Collector's bank account	-	-	-	-	-	1,000.26
Cash in bank	-	-	-	-	-	1,683,465.09
Missouri Sales Tax payment	(30,475.55)	(7,503.46)	-	-	-	(37,979.01)
TO CITY TREASURER					\$	1,645,486.08

Respectfully Submitted,

City Collector



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

ELECTRIC	;
-----------------	---

Sale of Merchandise 0.00 Cable TV Pole Rental 0.00 Electric Meters 0.00 Electric Service Lines 0.00 Returned Check Fees 0.00 **URD Services** 50,356.04 883.73 Sales Tax Commission Labor and Equipment Use 0.00 Miscellaneous-Scrap Metal 0.00

TOTAL 51,239.77

WATER & SEWER

WATER

Water Taps & Water Meters 690.00
Sale of Merchandise 0.00
Miscellaneous-Scrap Metal 0.00

TOTAL 690.00

WASTEWATER

Wastewater Miscellaneous 0.00 Industrial Discharge Permit 450.00

TOTAL 450.00

GENERAL REVENUE

Building Permits 822.89 **Electric Permits** 180.00 Gas Permits 0.00 Plumbing/Sewer Permits 200.00 **Sewer Tap Permits** 0.00 Public Hearing & Plat Recording 50.00 Stormwater Review Fees 50.00 Street Repair or Mowing 0.00 Gas Franchise 26.11 Sale of Merchandise 0.00 Community Room 0.00 Cable TV Franchise 0.00 Copies 73.40 Telephone Franchise Fees 11,426.86 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 0.00 **TOTAL** 13,912.94

LANDFILL

 Refuse Collections
 0.00

 Recyclables
 891.25

 E-Cycle TV/Monitor Fees
 0.00

 Royalties
 0.00

TOTAL 891.25

CEMETERY

 Sale of Lots
 2,000.00

 Sale of Niches
 0.00

 Grave Openings
 5,300.00

 Niche Openings
 0.00

 Weekend/Holiday Grave Openings/Inurnments
 0.00

 Disinterments/Disinurnments
 0.00

OTAL 7,300.00

	Misc. Park Rentals	0.00	
	Rent - Howard St. House	3,330.00	
	Ballfield Rentals	410.00	
	Pavilion Rentals TOTAL	<u>1,060.00</u>	4 900 00
	TOTAL		4,800.00
PARK FOUNDA	TION		
	Donations	5,000.00	
	Civic Center Donations	0.00	
	TOTAL		5,000.00
RECREATIONA	L DEVELOPMENT	0.00	
	Pool Concession Receipts	0.00	
	Swimming Pool Gate Receipts	0.00	
	Basketball Entry Fees	0.00	
	Basketball Sponsor Fees	0.00	
	Softball Entry Fees	1,810.00	
	Softball Sponsor Fees	1,800.00	
	Softball Tournament Fees	0.00	
	Volleyball Entry Fees	0.00	
	Reimb./Donations/Special Events	120.00	
	Baseball Concessions	0.00	
	Baseball Entry Fees	365.00	
	Baseball Sponsor Fees	<u>1,400.00</u>	
	TOTAL		5,495.00
STODMWATER	MAINTENANCE FUND		
STORWWATER	Stormwater Credit	0.00	
	Stormwater Maintenance	<u>49.40</u>	
	TOTAL	10.10	49.40
TDUOT 0 4051	107		
TRUST & AGEN		0.00	
	July 4th Receipts Farmers Market Fees	0.00	
	TOTAL	<u>0.00</u>	0.00
	TOTAL		0.00
HEALTH INSUR	ANCE FUND		
	Health Insurance Reimbursement	<u>1,274.38</u>	
	TOTAL		1,274.38
	NEW ELINE		
INMATE SECUR		0.00	
	Inmate Security Court Costs	<u>0.00</u>	0.00
	TOTAL		0.00
TRANSPORTAT	TION SALES TAX		
	Rent - Donna Drive Extension	<u>1,282.50</u>	
	TOTAL		1,282.50
RECREATIONA	L SALES TAX FUND		
	Civic Center Rentals	8,814.38	
	Civic Center Programs	2,675.00	
	Civic Center Membership Fees	0.00	
	Civic Center Entry Fees	859.00	
	Civic Center Concessions	<u>145.75</u>	
	TOTAL		12,494.13

REPORT TOTAL <u>\$104,879.37</u>

Water & Light Deposit Accounts

APRIL, 2024

Beginning Balance April 1, 2024: \$278,353.34

TOTAL DEPOSITS \$13,947.83 **TOTAL REFUNDS** \$8,605.12

Ending Balance April 30, 2024: \$283,696.05

Balance Consists of :

Checking Account for US Bank Investments

\$73,696.05 \$210,000.00

\$283,696.05

	FUND BALANCES		TRANSFER OF		FUND BALANCES		CASH BALANCE
FUND	04-01-2024	RECEIPTS	FUNDS	DISBURSEMENTS	04-30-2024	INVESTMENTS	04-30-2024
ELECTRIC FUNDS							
Operation & Maintenance	-	1,218,876.82	(56,469.51)	1,162,407.31	-	-	_
Electric Surplus Fund	3,709,765.82	, , -	163,431.71	39,268.27	3,833,929.26	2,326,403.13	1,507,526.13
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.	-	257,327.09	(154,999.23)	102,327.86	-	-	_
Water & Sewer Revenue Bond Fund	522,271.60	, -	-	9,268.43	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	10,041,606.19	27,291.25	287,360.20	287,230.73	10,069,026.91	9,426,896.46	642,130.45
Water Replacement Fund	767,070.74	, - <u>-</u>	3,510.08	-	770,580.82	725,000.00	45,580.82
Wastewater Operation & Maint.	-	228,263.34	(157,476.62)	70,786.72	-	-	-
Wastewater Replacement Fund	1,064,320.44	-	-	1,823.21	1,062,497.23	1,047,966.45	14,530.78
W & S Construction Fund	3,917,879.50	_	_	16,077.65	3,901,801.85	200,000.00	3,701,801.85
General Revenue Fund	2,020,447.97	87,843.64	(79,773.32)	873,417.18	1,155,101.11	1,100,000.00	55,101.11
Landfill Fund	630,631.67	69,773.06	(8,092.57)	59,605.51	632,706.65	525,000.00	107,706.65
Cemetery Fund	1,064,406.67	37,811.98	(5,462.19)	19,702.22	1,077,054.24	870,000.00	207,054.24
City Park Fund	223,853.02	8,257.83	(5,985.21)	52,281.83	173,843.81	-	173,843.81
Public Park Foundation Fund	270,116.42	7,687.90	(37,731.62)	44,884.62	195,188.08	140,000.00	55,188.08
Recreational Development Fund	55,990.05	5,495.00	-	7,783.74	53,701.31	-	53,701.31
Band Fund	6,424.30	1,974.70	_	8,399.00	=	_	-
ARPA Fund	2,191,134.54	-	37,731.62	154,585.22	2,074,280.94	2,065,000.00	9,280.94
Road Use Tax Fund	1,244,223.04	72,661.31	(19,166.66)	-	1,297,717.69	684,000.00	613,717.69
Stormwater Maintenance Fund	293,453.66	3,165.48	-	_	296,619.14	266,000.00	30,619.14
Trust and Agency Fund	945,061.69	51,470.36	(104,302.01)	17,065.86	875,164.18	870,000.00	5,164.18
Health Insurance Fund	1,237,375.45	1,274.38	151,527.40	150,116.51	1,240,060.72	800,000.00	440,060.72
Inmate Security Fund	16,819.12	118.00	-	-	16,937.12	-	16,937.12
Equitable Sharing Fund	3,617.07	-	_	_	3,617.07	_	3,617.07
Transportation Sales Tax Fund	1,017,232.79	130,075.00	_	432.60	1,146,875.19	300,000.00	846,875.19
Transportation Capital Projects Fu	224,183.10	-	_	50,598.40	173,584.70	-	173,584.70
Sales Tax Fund	2,701,223.73	279,115.40	(631,950.00)	176,646.48	2,171,742.65	2,165,719.74	6,022.91
Recreation Sales Tax Fund	390,062.16	72,206.24	(852.07)	34,392.85	427,023.48	50,000.00	377,023.48
Public Safety Sales Tax Fund	1,000.00	119,410.46	-	-	120,410.46	-	120,410.46
Fire Protection Sales Tax Fund	3,333.00	59,712.11	_	_	63,045.11	<u>-</u>	63,045.11
Capital Projects Construction Fund	3,014,392.79		618,700.00	14,780.10	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	115,713.87	_	_	633.46	115,080.41	-	115,080.41
I-55 Corridor Special Alloc. Fund	2,317.69	-	-	<u>-</u>	2,317.69		2,317.69
TOTALS	42,666,509.56	2,739,811.35	-	3,354,515.76	42,051,805.15	30,946,985.77	11,104,819.38

Respectfully Submitted,

Angela Birk

Angela Birk, City Clerk/Treasurer

Cash on Hand1,475.00General Account9,454,241.23Collectors Account1,645,486.08Equitable Sharing Fund3,617.07

TOTAL 11,104,819.38

CITY OF JACKSON, MISSOURI POLICE STATION JANITORIAL SERVICES PROGRAM BID OPENING: TUESDAY, APRIL 23, 2024, 10:00 A.M.

BID TABULATION SHEET

Contractor	Bid Amount (Per Monthly Event):
Clean Slate Cleaning Service	\$ 1,440.00
	\$
	\$
	\$
Opened by:	
Witnessed by: XVVVV (C)OMO	

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND CLEAN SLATE CLEANING SERVICE, LLC, OF CAPE GIRARDEAU, MISSOURI RELATIVE TO THE POLICE STATION JANITORIAL SERVICES PROGRAM; 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 **Clean Slate Cleaning Service**, **LLC**, **of Cape Girardeau**, **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

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: May 20, 2024.

SECOND READING: May 20, 2024.

PASSED AND APPROVED this 20th day of May, 2024, by a vote of __ ayes, __ nays, __ abstentions and __ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST: BY: _______

Mayor

City Clerk

CONTRACT AGREEMENT

THIS CONTRACT (the "Contract") is entered into this day of, 2024, by and between the CITY OF JACKSON, MISSOURI, Owner of the
Program, hereinafter referred to as "City," and <i>CLEAN SLATE CLEANING SERVICE</i> , <i>LLC</i> , hereinafter referred to as "Contractor," in connection with that work or improvement known as the <i>POLICE STATION JANITORIAL SERVICES PROGRAM</i> to be performed for the City and located at 202 West Jackson Boulevard, Jackson, Missouri.
WHEREAS, the City has selected the aforesaid Contractor for the Program and by Ordinance No has awarded the Contractor the Contract for the amount named in the bid submitted by the Contractor on April 8, 2024, a copy of which is incorporated herein.
NOW, THEREFORE, the parties agree as follows:
A. The Contract Documents for the Program include the Specifications and Proposal Documents which are attached hereto and made a part hereof as Exhibit A. 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.
- 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 Program 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

\$1,440.00 (per month)

(figures)

One thousand four hundred and forty dollars and no cents (per month) (words)

IN WITNESS WHEREOF, the parties he and year first above written.	ereto have hereunto set their hands and seals the day
	CITY:
	City of Jackson, Missouri
	Dwain L. Hahs, Mayor
ATTEST:	
1 P'1 C't Clade	
Angela Birk, City Clerk	Address: 101 Court Street Jackson, Missouri 63755
	CONTRACTOR:
	Clean Slate Cleaning Contractor Name
	Signature Chopmon
	Mego Chapmen Printed Name
	Title
ATTEST:	
Signature	
Printed Name	
Title	
	Address:
	600 Rox 152
	Cepe Girardean, mo
	Cepe Girordean, mo

BID DOCUMENTS AND CONTRACT

FOR

POLICE STATION JANITORIAL SERVICES PROGRAM

Issued for Bid on April 3, 2024



CITY OF JACKSON, MO

Dwain L. Hahs, Mayor 101 Court Street Jackson, Missouri 63755 573 – 243 – 3568 projects@jacksonmo.org www.jacksonmo.org

POLICE DEPARTMENT

James Humphreys Chief

ADMINISTRATION

Rodney Bollinger
Director of Administrative Services

NOTICE TO BID CITY OF JACKSON, MISSOURI POLICE STATION JANITORIAL SERVICES PROGRAM

Sealed bids for the Police Station Janitorial Services Program to serve the City of Jackson will be received in the office of the City Clerk at City Hall, 101 Court Street, Jackson, Missouri 63755 until 10:00 A.M. (prevailing local time), on Tuesday, April 23, 2024, and then at said office publicly opened and read aloud. No bids will be accepted after this time, and no electronic or facsimile submittals will be accepted.

All Bidders shall submit in a separate, sealed envelope the Bid Proposal form provided in accordance with the Bid Documents and Contract. The envelopes containing the bids must be sealed, addressed, and designated as bids for the "Police Station Janitorial Services Program; Attn: City Clerk."

In general, the program consists of furnishing all labor, tools, equipment, and materials necessary to complete standard periodic janitorial services, including but not limited to cleaning, vacuuming, and other tasks, in the Police Station building for a three-year period, with an optional extension if agreed by both the City and the Contractor. Questions regarding obtaining the Bid Documents and Contract shall be directed to Police Administration Assistant Rachel Coleman.

Bid proposals shall be made in accordance with the Bid Documents and Contract which are on file and available for examination in the office of the Police Administration Assistant or online at www.jacksonmo.org and are made part of this notice as though fully set forth herein.

A pre-bid conference will not be held, but prospective Contractors are required to tour the Police Station before submitting a bid by contacting Police Administration Assistant Rachel Coleman at 573-243-3151, ext. 2138 and requesting an appointment. Bids will be rejected from Contractors that have not toured the facility.

The City of Jackson hereby notifies all bidders that it will affirmatively insure that in any Contract entered into pursuant to this invitation, minority business enterprises will be afforded full opportunity to submit bids and will not be discriminated against on the grounds of race, color, gender, or national origin in consideration of award.

The City of Jackson reserves the right to waive any informality, technicalities, and to reject any and all bids. No Bidder may withdraw their Bid within sixty (60) days after the actual date of the Bid Opening. If a contract award is made, it will be made to the lowest and best, responsive, responsible Bidder for both pricing and qualifications. The City may issue addenda as may be necessary in the best interest of the public and the City of Jackson.

Rodney W. Bollinger Director of Administrative Services

Publication Dates: April 3 and April 10, 2024

SCOPE OF WORK

OVERVIEW

In general, the City requires professional janitorial services to assist its staff with cleaning maintenance. The Contractor shall furnish all labor, tools, equipment, and materials necessary to complete standard periodic janitorial services, including but not limited to cleaning, vacuuming, and other incidental items, at the Police Station for a three-year period, with an optional extension if agreed by both the City and the Contractor. The bid sheet, list of personnel, statement of qualifications, and references from the Contractor are required as part of the overall proposal

LOCATION

The Contractor hereby acknowledges that it shall be responsible for the janitorial upkeep and cleanliness of the Jackson Police Department (approximately 18,000 square feet), which is addressed as 202 West Jackson Boulevard, Jackson, Missouri. The floor plan of the facility is set out in Exhibit A (attached hereto).

CHECKLIST

The City shall furnish a detailed checklist which includes an itemized list of the general cleaning services required under this program. The checklist is set out in Exhibit B (attached hereto).

EXCLUSIONS

The City shall furnish the following cleaning supplies to the Contractor: paper products, trash bags and liners, and hand soap. There is also a designated location in the Police Station where the Contractor can store equipment and materials.

BID PRICES

All bid prices shall be "per monthly event" for cleaning the facility serviced under this program.

CONTRACT AGREEMENT

By submitting a bid for this program, the Contractor agrees to enter into an agreement with the City.

SERVICE TIMES

The Police Department building shall be serviced by the Contractor on Monday, Wednesday, and Friday between the regular business hours of 8:00 a.m. – 4:00 p.m., excluding recognized holidays. No beforehours, after-hours, or weekend work shall be allowed.

PAYMENT PROCEDURES

Invoices shall be submitted by the Contractor monthly and shall be sent to the attention of the Police Department Administration Assistant.

TERM AND RENEWAL

This Agreement shall be effective on the date provided within the Notice to Proceed incorporated as part of this Agreement and continue for a period of three (3) consecutive years, with an optional extension if agreed by both the City and the Contractor. If the City and Contractor elect to renew this Agreement, the City and Contractor shall provide thirty (30) days' notice prior to the termination date. The City's decision as regards to exercising the option is not subject to appeal.

If the City exercises its right to renew this Agreement, the Contractor shall have the option to adjust prices pursuant to this Agreement that result from an increase based on the difference in the period from January to January of the two (2) previous twelve (12) month periods reported in the Consumer Price Index (CPI) published by the Missouri State Tax Commission. In no instance shall the price increase by more than five percent (5%) from the original Contract price set forth in the original Agreement.

PROTECTION OF WORK AND PROPERTY: Reasonable care shall be taken when working in the vicinity of people, vehicles, buildings, and property.

REQUIRED INSURANCE: Successful Contractor must furnish proof of public liability, property damage, and workmen's compensation insurance, as follows:

- Professional Liability Insurance with a minimum limit of \$1,000,000 each occurrence/\$2,000,000 general aggregate written on an occurrence basis. (applies only to professionals)
- 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 City of Jackson as an additional insured.
- City of Jackson listed as Certificate Holder on the signed Certificate of Insurance.

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 the Contract 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.

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.

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.

<u>BID FORM:</u> The Contractor must prepare and submit a completed Bid Form. 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 itself 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.

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

<u>CHOICE OF LAWS AND VENUE</u>: 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.

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 more than \$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.

PREVAILING WAGE AND BONDING

This project is anticipated to be below the threshold of \$75,000 as indicated in HB 1729 passed by the Missouri General Assembly and signed by the Governor effective August 28, 2018. If Bidder's lump sum amount is less than or equal to \$75,000, prevailing wage is not required on this project. If Bidder's lump sum amount is greater than \$75,000, the prevailing wage laws of the State of Missouri shall be enforced.

No bid, surety, or performance bonds shall be required for this project.

SUBCONTRATORS

No Subcontractors are allowed for this project.

PERMITS AND LICENSES

The Contractor shall, at its own cost, secure all permits and licenses (including a City business license) 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 always observe and comply with all Federal and State Laws 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.

INSPECTION

Work performed under the contract must be satisfactory to the City. The City shall have the final say in determining such questions. Unsatisfactory work shall be sufficient justification to terminate the contract with the Contractor.

LIABILITY

The Contractor agrees to hold the City harmless from all claims and liability due to its negligent acts or the negligent acts of its employees, agents, or subcontractors.

EQUAL EMPLOYMENT

No provisions or applications of this Agreement shall cause or result in discrimination against any employee or applicant for employment is his or her hiring, tenure, or condition of employment because of race, religion, sex, or national origin.

Contractor shall perform the Work as an independent contractor and as such has the right to exercise control and supervision of the Work and full control over the employment, direction, compensation, and discharge of all persons assisting it in performing the Work, subject to all applicable federal, state, and local laws, regulations, and ordinances.

NON-EXCLUSIVE CONTRACT

The Contractor understands the contract is non-exclusive and that the City may contract with multiple Contractors to best provide for its citizens' need for professional janitorial services. By executing the contract, the Contractor waives all complaints it might otherwise have against the City as to the Contractor assigned individual tasks or projects. The assignment of project and task orders under the contract shall be in the City's sole discretion, and no party to the contract shall be entitled to any minimum frequency or dollar amount of task orders.

REFERENCES AND BACKGROUND CHECKS

The Contractor hereby certifies that the information provided to the City and in any attachments listed herein is true and correct to the best of the Contractor's knowledge and agrees to have any of the statements checked by the City unless the Contractor has indicated to the contrary. Furthermore, the Contractor releases all parties and persons from all liability for any damages that may result from furnishing such information to the City as well as from the use or disclosure of such information by the City or any of its agents, employees, or representatives. The Contractor understands that any misrepresentation, falsification, or material omission of information may result in the Contractor's failure to be awarded the contract or termination of the contract. The Contractor also authorizes the City to do a Police background check on the individual employees of the Contractor.

DELIVERABLES

Following the Notice of Award, the Contractor shall submit the following prior to the Notice to Proceed:

- 1. Three fully executed counterparts of the Contract Documents
- 2. Verification of employment eligibility (E-Verify) for each employee per Section 285.530 of the Revised Statutes of the State of Missouri
- 3. Certificate of Insurance providing proof of coverage per the Contract Documents, including a separate Additional Insured Endorsement from the insurance carrier

ENTIRE AGREEMENT: This 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 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.

INSTRUCTIONS TO BIDDERS

1. Bidding Documents

Complete sets of the Bidding Documents may be reviewed and obtained at the following location(s):

Jackson City Hall 101 Court Street Jackson, MO 63755 (573) 243 – 3568

Physical and electronic copies of the Bidding Documents may be obtained may be obtained free of charge by filling out the online form on the City of Jackson's website:

www.jacksonmo.org

Complete sets of the Bidding Documents shall be used in preparing Bids. Bidder assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents. Owner, in making copies of Bidding Documents available on the above terms, does so only for the purpose of obtaining Bids for the Work and does not authorize to confer a license for any other use.

2. Bidder's Representations

All bidders for the work under this Contract are required before submitting all proposals to make all necessary investigations in order to inform themselves thoroughly as to the character and magnitude of all work involved in the complete execution of this contract, and as to the facilities for delivering, handling, and installing the construction equipment and the conditions and difficulties that will be encountered in the performance of the work specified herein. No plea of ignorance of conditions that exist or that may hereafter exist, or of difficulties that will be encountered in the execution of the work hereunder as a result of failure to make necessary examinations and investigations, will be accepted as a sufficient excuse for any failure or omission on the part of the Contractor to fulfill, in every detail, all of the requirements of this contract, or will be accepted as a basis for any claim whatsoever for extra compensation.

It is the responsibility of each Bidder before submitting a bid to:

- a. examine and carefully study the Bidding Documents and any data and reference items identified in the Bidding Documents;
- b. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
- c. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on the cost, progress, and performance of the work, the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, and Bidder's safety precautions and programs;

- d. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- e. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- f. promptly give Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Owner is acceptable to Bidder;
- g. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of the Bidding Documents, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

3. Pre-Bid Conference

A pre-bid conference will not be held for this project. However, prospective Contractors are required to tour the Police Department building before submitting a bid. Bids will be rejected from Contractors that have not toured the facility.

4. Interpretations and Addenda

All questions about the meaning or intent of the Bidding Documents are to be submitted in writing to:

Rachel Coleman
Police Administration Assistant
Jackson Police Department
202 West Jackson Boulevard
Jackson, Missouri 63755
rcoleman@jacksonpd.org

Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. The deadline for submitting any questions will be three (3) calendar days before the opening of Bids. Questions received less than three (3) calendar days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

5. Preparation of Bid

The Bid Form is included with the Bidding Documents. All blanks on the Bid Form shall be typed or completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form.

A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown. A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown. A Bid by an individual shall show the Bidder's name and official address. A Bid by a joint venture shall be executed by an authorized representative of each joint venture in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.

All names shall be printed in ink below the signatures. The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form. Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown. The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

6. Submittal of Bid

With each copy of the Bidding Documents, a Bidder is furnished one copy of the Bid Form. The copy of the Bid Form is to be completed and submitted with any other documents required to be submitted.

The Bid shall be sealed in a plainly marked package and clearly marked on the outside with the following information:

- a. Contractor's name, address, and phone number;
- b. Name of the Project for which the bid is being submitted; and
- c. Date and time of bid opening.

A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "Police Station Janitorial Services Program; Attn: City Clerk," A mailed Bid shall be addressed to:

Angela Birk
City Clerk
City of Jackson
101 Court Street
Jackson, Missouri 63755

Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

7. Modification and Withdrawal of Bid

A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder. If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the

manner specified and submit a new Bid prior to the date and time for the opening of Bids.

If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

8. Opening of Bids

Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders within fourteen (14) days after the opening of Bids.

9. Bids to Remain Subject to Acceptance

All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid prior to the end of this period.

10. Evaluation of Bids and Award of Contract

Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.

If Owner awards the Contract for the Work, such award shall be to the responsible bidder submitting the lowest, best, and responsive bid. Award will be made on basis of Contractor's performance record on similar jobs and the ability of the Contractor to complete the work within the specified time. Owner reserves the right to award any combination of base bid and additive alternates. No bid will be awarded to any person, firm, or corporation that has been delinquent or unfaithful in any former contract with the Owner or who is a defaulter as surety or otherwise upon any obligation to the Owner.

In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award. In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents. Owner may conduct such investigations as deemed necessary by Owner to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

The Contract shall be deemed as having been awarded when a formal Notice of Award has been duly served upon the intended award of the contract (i.e., the bidder to whom the Owner contemplates awarding the contract) by some officer or agent of the Owner duly authorized to give such notice.

The Owner reserves the right to require the successful bidder to file proof of his ability to properly finance and execute the Project, together with his record of successful completion of similar Projects.

The Owner reserves the right to defer the acceptance of any proposal and the execution of a Contract for a period not exceeding 30 days after the date of opening of the bids.

The successful bidder to whom the Contract is awarded shall submit the necessary bonds, insurance certificates, signed contract documents, and other required documents as set forth by the contract documents after the date of Notice of Award and prior to the Notice to Proceed. Failure to provide any of the aforementioned items in a timely manner is not a reasonable justification for a contract time extension and may result in lost time and/or liquidated damages.

11. Sales and Use Taxes

Owner is exempt from Missouri State Sales and Use Taxes on materials and equipment to be incorporated in the Work (Exemption number will be made available by Owner). Said taxes shall not be included in the Bid.

12. Additional Requirements

Provisions to Terminate: Owner has right to terminate the contract for cause and for convenience, including the manner by which the termination will be affected and the basis for settlement.

Bid Protest Provision: The Owner's Attorney shall have the sole authority to decide all bidding disputes and protests prior to contract award. All protests, disputes and claims must be filed in writing with the Owner within 24 hours after the bids are opened. Failure to meet this deadline will result in denial of any protest, dispute or claim. The Owner's Attorney shall decide, in accordance with good administrative practice and sound business judgment, how the matter shall be resolved.

BID FORM

1. Bid Recipient

This Bid is submitted to:

Angela Birk
City Clerk
City of Jackson
101 Court Street
Jackson, Missouri 63755

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2. Bidder's Acknowledgements

By signing and submitting a Bid Form, the Bidder acknowledges that Bidder understands and accepts all of the terms and conditions of the Instructions to Bidders. This Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or for such longer period of time that the Bidder may agree to in writing upon request of Owner.

3. Bidder's Representations

In submitting this Bid, Bidder represents that:

a. Bidder has verified it has completed the mandatory tour of the facility on the following date/time:

4/4/2024 2:00 p.m.

b. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges the receipt of the following Addenda, if any (if no Addenda are issued, mark "N/A"):

Addendum No.	Addendum, Date		

- c. Bidder has become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- d. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

- e. Bidder has carefully studied all Supplementary Conditions of the Bidding Documents and is aware of any special, uncommon, or any requirements beyond the general requirements and description of the Work.
- f. Bidder has considered the information known to Bidder itself information commonly known to contractors doing business in the locality of the Site and the Bidding Documents with respect to the effect of such information, observations, and documents on the cost, progress, and performance of the Work, the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, and Bidder's safety precautions and programs.
- g. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- h. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- i. Bidder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Owner is acceptable to Bidder.
- j. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- k. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

4. Bidder's Representations

By submitting this Bid Form, Bidder certifies that:

- a. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- b. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- c. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- d. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:
 - i. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;

- ii. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial noncompetitive levels, or (c) to deprive Owner of the benefits of free and open competition;
- iii. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, noncompetitive levels; and,
- iv. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

5. Basis of Bid

Bidder will complete the Work in accordance with the Contract Documents for the following price:

MONTHLY BID ITEM

A monthly price for furnishing all labor, equipment, materials, tools, and other incidental items for janitorial services at the Jackson Police Station.

\$ 170° per clar a 1,440° per month

6. List of Major Subcontractors

No Subcontractors are allowed for this project.

7. <u>Bid Submittal Agreement</u>		
Bidder: Clan Slate C	Goring	Service
	/,	
By: M. Chapman	Attest:	
(sighature)		(signature)
Megan Chapman (print)		(print)
Charact		
Ownos (title)	-	(title)
Note: If Bidder is a corporation, a limited li evidence of authority to sign.	iability comp	any, a partnership, or a joint venture, attach
Address for giving notices to Bidder:		
PO BOX 152	Copo (dironden ma 63702
Phone: <u>573-587-4988</u>	Email: _\forall	logonh 1226 Dychar.com
Contact: Megon Chopmon	Bidder's L	icense No.: 5246 (if applicable)
10. <u>Bidder's checklist</u>		
List of personnel		
Statement of qualifications		

References

Tour of facility (including the date/time)





CITY OF JACKSON, MO NEW POLICE STATION \oplus "LOOR PLAN

10/25/19

PENZEL TREANCEL

Item 7.

Exhibit B



City of Jackson

Jackson Police Department

202 W. Jackson Blvd. Jackson, MO 63755 Office: 573-243-3151 Fax: 573-243-9797

We are looking for cleaning companies to come in and clean our new building located at 202 W, Jackson Blvd. The Building is approx. 18,000 sq ft which most of areas are either carpet, tile, or finished concrete.

We are needing the building cleaned at least three days a week (Monday, Wednesday, Friday) between hours of 0800-1600 so they will be allowed access to all parts of the building that needs cleaned.

The following is what needs to be done at least three days a week:

- Clean all floors by vacuuming, sweeping, and shampooing carpets when needed.
- Mop hard surface floors
- Dust and clean surfaces such as desks, counters, chairs, tables, filing cabinets, furniture, and all work areas
- Dust, clean, & sanitize telephones.
- Empty and wipe down all waste baskets.
- Remove smudges and marks around doorjambs, push plates, light switches, glass partitions & glass in high traffic areas, counters, and work areas
- Sanitize and polish all water fountains
- Restrooms: Thoroughly clean and mop with germicide. Clean mirrors, partitions, urinals, toilets, and sinks using disinfectant/detergents. Refill all soap and paper products (those will be proved by JPD)
- Remove soil on entrance doorframes, handles, glass & threshold
- Sweep surface of immediate exterior entry areas
- Leave offices and furniture in a neat orderly fashion
- Sweep & mop jail areas (need to be done at least once a week)
- All "white" boards need to be wiped down thoroughly if nothing is left wrote on them (weekly)
- Report any unusual occurrences, malfunctions, damage, or when running low on supplies.
- Every employee working in our building will have to be fingerprinted and be able to pass a criminal background check as well as be enrolled in Missouri RAP back program. They will also need to have to take yearly security awareness training via online.

Once a Month:

- All high areas in rooms checked and dusted for cobwebs as well as vents wiped down.
- Sweep & wet mop evidence areas

Note: Depending on trainings and things scheduled in certain areas, not all rooms will be cleaned on a regular basis, however they should still be checked and assessed each time cleaning crew is there. Also, we may require more than 3 times per week depending on situations, but will be able to provide notice for those occasions.

Cleaning Company will provide cleaning equipment and cleaning supplies. Our office will provide paper products, trash liners, and hand soap.

Item 8.

Form **828**

(Rev. December 2023)

Department of the Treasury Internal Revenue Service

Noncash Charitable Contributions

Attach one or more Forms 8283 to your tax return if you claimed a total deduction of over \$500 for all contributed property.

Go to www.irs.gov/Form8283 for instructions and the latest information.

OMB No. 1545-0074

Attachment Sequence No.

155

	e(s) shown on your income tax return RHODES DEVELOPMENT COMPANY LLC 20-0652315										
	-	and identifying nur	mber froi	m the tax return	where the	noncash charita	ble contrib	oution was origina	ally reported,	if	
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DAA

Name(s) shown on your income tax return

Identifying number

	ODES DEVELOPMENT COMPANY LLC	20	0-0652315				
Pa	rt II Partial Interests and Restricted Use Property (Other	Than Qualified Conservation	Contributions) -				
	Complete lines 4a through 4e if you gave less than an e	entire interest in a property listed	in Section B, Par	t I.			
	Complete lines 5a through 5c if conditions were placed	on a contribution listed in Sectio	n B, Part I; also				
	attach the required statement. See instructions.						
4a	Enter the letter from Section B, Part I that identifies the property for which yo	u gave less than an entire interest					
	If Section B, Part II applies to more than one property, attach a separate stat						
b	b Total amount claimed as a deduction for the property listed in Section B, Part I: (1) For this tax year						
	(2) For any prior tax years						
С	Name and address of each organization to which any such contribution was	made in a prłor year (complete only if di	fferent				
	from the donee organization in Section B, Part V, below):						
	Name of charitable organization (donee)						
	Address (number, street, and room or suite no.)	City or town, state, and ZIP code					
	Address (Humber, street, and room of suite no.)	City of town, state, and ZiF code					
d	For tangible property, enter the place where the property is located or kept	And the state of t					
	Name of any person, other than the donee organization, having actual posses	ession of the property					
			***************************************	Yes	No		
5a	Is there a restriction, either temporary or permanent, on the donee's right to use or dispos	se of the donated property?		X			
b	Did you give to anyone (other than the donee organization or another organization	zation participating with the donee					
	organization in cooperative fundraising) the right to the income from the donate	ated property or to the possession of					
	the property, including the right to vote donated securities, to acquire the pro						
	designate the person having such income, possession, or right to acquire?				X		
c	Is there a restriction limiting the donated property for a particular use?	SEE ST	ATEMENT	X			
Pa	rt III Taxpayer (Donor) Statement — List each item inclu	ded in Section B, Part I above th	at the appraisal ic	lentifie	es		
	as having a value of \$500 or less. See instructions.						
	are that the following item(s) included in Section B, Part I above has to the be						
of not	more than \$500 (per item). Enter identifying letter from Section B, Part I and	describe the specific item. See instructi	ions.				
Signa	ture of		· 7110-A4				
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Pa I declare married	yer (donor) rt IV Declaration of Appraiser — See Instructions. that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, empk to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or p	oyed by, or related to any of the foregoing persons, or arty to the transaction, I performed the majority of my	Date				
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Form **8283** (Rev. 12-2023)

Item 9.

Deed of Dedication – Water Line Easement Water System Facility Plan Implementation Project – Phase 2, Project 2E

BILL NO. 24-

ORDINANCE NO. 24-___

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ATTEST TO THE CITY'S ACCEPTANCE OF CERTAIN PROPERTY DEEDED TO THE CITY, WHICH SAID PROPERTY IS PARTICULARLY SET FORTH IN THE ATTACHED WATER LINE EASEMENT DEED.

WHEREAS, **Rhodes Development Company**, **LLC**, of the County of Cape Girardeau, State of Missouri, deeded to the City of Jackson, Missouri, the property described in the Water Line Easement Deed, attached hereto.

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 Deed which is attached hereto, subject to all of the terms and conditions therein expressed.

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 Deed.

Section 3. The City Clerk of the City of Jackson, Missouri, is hereby directed to file a copy of said Deed 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: May 20, 2024.

SECOND READING: May 20, 2024.

PASSED AND APPROVED this 20th day of May, 2024, by a vote of ___ ayes, ___ nays,

___ abstentions and ___ absent.

(SEAL)	CITY OF JACKSON, MISSOURI
	BY:
	Mayor
ATTEST:	
-	
City Clerk	

TITLE OF DOCUMENT:

WATER LINE EASEMENT DEED

DATE OF DOCUMENT:

MAY 7, 2024

GRANTOR:

RHODES DEVELOPMENT

COMPANY, L.L.C.

GRANTORS MAILING ADDRESS:

2301 BLOOMFIELD ROAD

CAPE GIRARDEAU, MISSOURI 63703

GRANTORS DEED RECORDING:

DOCUMENT 2015-08687

GRANTEE:

CITY OF JACKSON, MISSOURI

101 COURT STREET

JACKSON, MISSOURI 63755

PROPERTY ADDRESS:

1730 EAST JACKSON BOULEVARD

JACKSON, MISSOURI 63755

LEGAL DESCRIPTION OF EASEMENT:

SEE PAGES 2 & 3 OF DEED

WATER LINE EASEMENT DEED

THIS DEED, made and entered into this _____ day of May, 2024, by and between RHODES DEVELOPMENT COMPANY, L.L.C., a Missouri Limited Liability Company, of the County of Cape Girardeau, State of Missouri, Grantor, and THE CITY OF JACKSON, MISSOURI, a Municipal Corporation, of the County of Cape Girardeau, State of Missouri, Grantee.

WITNESSETH, that the said Grantor, for and in consideration of the sum of One Dollar and Other Good and Valuable Consideration, paid by the said Grantee, the receipt of which is hereby acknowledged, does by these presents **GRANT** unto the said Grantee, **AN EASEMENT** for the following purposes:

To construct, maintain, repair, replace, and operate a water line and necessary appurtenances thereto, over, upon, across, under, in and through the following described real estate situated in the City of Jackson, County of Cape Girardeau, and State of Missouri, to-wit:

Permanent Easement:

THAT PART OF U.S.P.S. NO. 2255, TOWNSHIP 31 NORTH, RANGE 13 EAST IN THE CITY OF JACKSON, CAPE GIRARDEAU COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF LOT 2 OF RADIOLOGY INVESTMENT GROUP SUBDIVISION AS RECORDED IN DOCUMENT NO. 2020-06685 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI; THENCE NORTH 07°12'39" EAST ALONG THE EAST LINE OF SAID LOT 2, 17.48 FEET TO THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING, CONTINUE NORTH 07°12'39" EAST ALONG SAID EAST LINE, 10.93 FEET; THENCE LEAVING SAID EAST LINE, SOUTH 59°00'19" EAST 269.47 FEET; THENCE SOUTH 20°37'09" WEST 10.17 FEET; THENCE NORTH 59°00'19" WEST 20.28 FEET; THENCE SOUTH 30°59'41" WEST 16.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF EAST JACKSON BOULEVARD; THENCE NORTH 59°00'19" WEST ALONG SAID NORTH RIGHT OF WAY LINE, 10.00 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY LINE, NORTH 30°59'41" EAST 16.00 FEET; THENCE NORTH 59°00'19" WEST 216.17 FEET; THENCE SOUTH 30°59'41" WEST 16.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF EAST JACKSON BOULEVARD; THENCE NORTH 59°00'19" WEST ALONG SAID NORTH RIGHT OF WAY LINE, 10.00 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY LINE, NORTH 30°59'41" EAST 16.00 FEET; THENCE NORTH 59°00'19" WEST 10.44 FEET TO THE POINT OF BEGINNING.

THE HEREIN DESCRIBED EASEMENT CONTAINS 3,002 SQUARE FEET.

Temporary Easement:

THAT PART OF U.S.P.S. NO. 2255, TOWNSHIP 31 NORTH, RANGE 13 EAST IN THE CITY OF JACKSON, CAPE GIRARDEAU COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHEAST CORNER OF LOT 2 OF RADIOLOGY INVESTMENT GROUP SUBDIVISION AS RECORDED IN DOCUMENT NO. 2020-06685 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI; THENCE NORTH 07°12'39" EAST ALONG THE EAST LINE OF SAID LOT 2, 17.48 FEET; THENCE LEAVING SAID EAST—LINE, SOUTH 59°00'19" EAST 266.89 FEET; THENCE SOUTH 20°37'09" WEST 16.27 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF EAST JACKSON BOULEVARD; THENCE NORTH 59°00'19" WEST ALONG SAID NORTH RIGHT OF WAY LINE, 262.77 FEET TO THE POINT OF BEGINNING.

THE HEREIN DESCRIBED EASEMENT CONTAINS 4,237 SQUARE FEET.

SAID TEMPORARY CONSTRUCTION EASEMENT BEING NULL AND VOID UPON THE EARLIER OF COMPLETION OF CONSTRUCTION OR ONE YEAR AFTER THE DATE OF THIS EASEMENT DEED.

TO HAVE AND TO HOLD the said EASEMENT, together with all rights and appurtenances to the same belonging, unto the said Grantee, and to its successors, heirs and assigns forever.

IN CONSIDERATION OF THE FOREGOING, the parties mutually agree as follows:

- 1. The Grantee agrees that the use hereby granted shall be limited exclusively to water utility facilities and uses incidental thereto.
- 2. The Grantee agrees that it will indemnify and hold harmless the Grantor from all claims and actions at law and in equity which may arise out of, or because of negligence of the Grantee, or its authorized agents, servants, employees or assigns, in maintaining, repairing, and utilizing the easement granted hereunder.
- 3. The Grantor hereby reserves the right to use the easement premises in any manner that will not prevent or interfere with the exercise by the Grantee of the rights granted hereunder; provided, however, that the Grantor shall not obstruct, or permit to be obstructed, the easement premises at any time whatsoever without the express prior written consent of the Grantee.
- 4. The Grantor agrees that the Grantee may assign the rights granted to it hereunder to any assignee who demonstrates sufficient competence and gives adequate assurances that any work to be performed pursuant to such assignment shall be conducted in a skillful manner, and that the owner's interest in the easement premises shall be protected to the same extent as hereunder.

5. The Grantee agrees to restore the surface of the ground to the same condition in which it was before the start of the improvement or any future maintenance work, as near as practicable.

[Remainder of page intentionally left blank. Signatures appear on following page.]

IN V	WITNESS MAY	WHERE	OF, the said G,2024.		as executed	these pre	esents this	121
RHODES	DEVELO	PMENT C	OMPANY, L.	.L.C.				

Scott M. Rhodes, Manager

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

On this ______ day of May, 2024, before me personally appeared Scott M. Rhodes, to me known to be the person who executed the within document as a Manager of Rhodes Development Company, L.L.C., a Missouri limited liability company, and who being duly sworn did say that he is authorized by the Operating Agreement of said limited liability company to execute the within document on behalf of said limited liability company, and acknowledged to me that he executed the same as the free act and deed of said limited liability company.

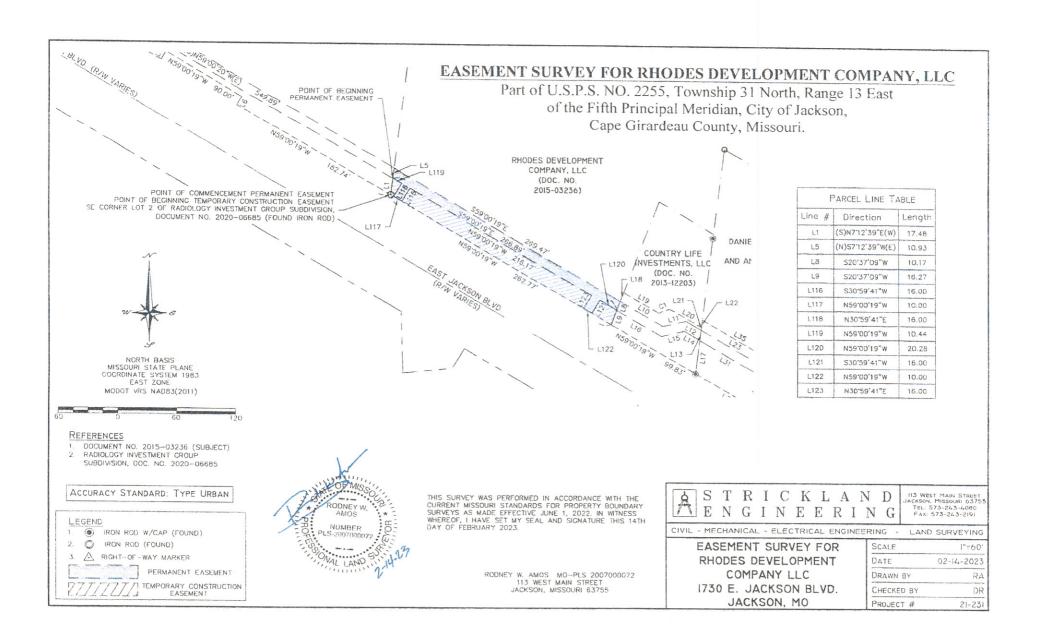
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said county and state the day and year first above written.

_____,Notary

Public State of Missouri County of Cape Girardeau

My term expires: April 20, 2025

K ROMANO
Notary Public - Notary Seal
STATE OF MISSOURI
Scott County
My Commission Expires: April 20, 2025
Commission #13772983



PUBLIC WORKS MEMORANDUM



City of Jackson

TO: Mayor and Board of Aldermen

FROM: Janet Sanders, Director of Public Works

DATE: May 15, 2024

RE: Change Order #1 – 2024 Concrete Pavement Improvement Program

Attached is Change Order #1 for this year's concrete street program. The total contract was lower than expected so we are able to add some additional panels and still remain within the budgeted amount for this program.

The contractor is scheduled to start work on the overall project on May 20th.

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



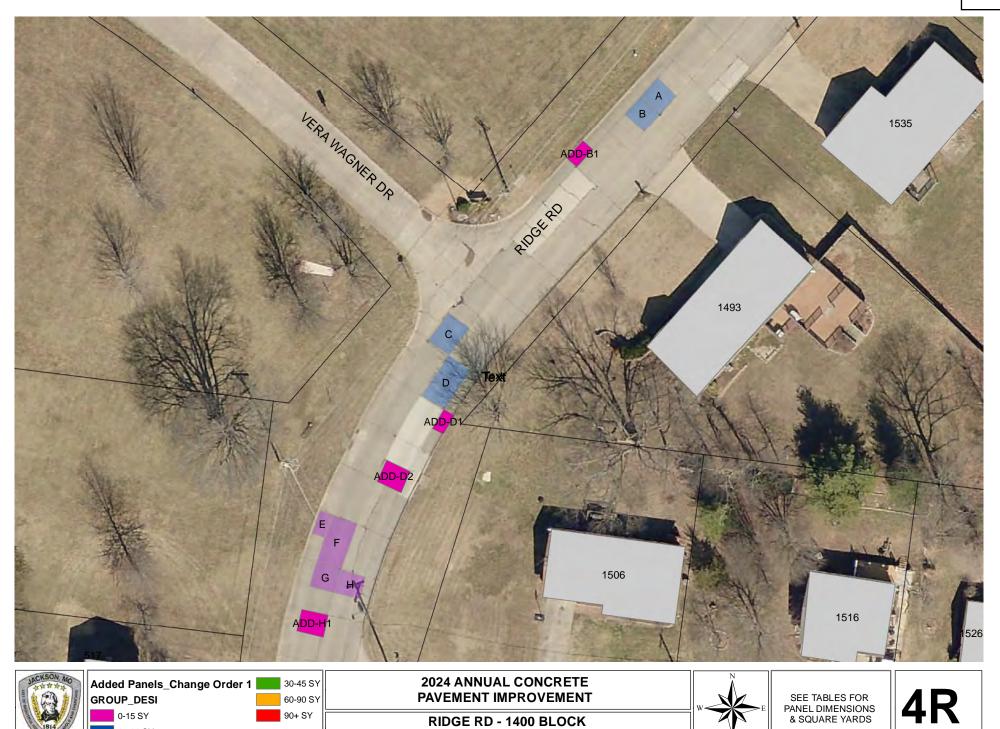
City of Jackson

NGE ORDER		
ovement Program		
CHANGE ORDER NO.: 1		
eet, Jackson, Missouri 63755		
ORIGINAL CONTRACT AS FOLLOWS:		
CHANGE IN CONTRACT TIME		
Original Contract End Date:		
August 12, 2024		
Net Change from Previous Change Orders:		
n/a		
Contract End Date prior to this Change Order:		
August 12, 2024		
Net Increase (Decrease) of this Change Order:		
n/a		
Contract End Date with all approve Change Orders		
August 12, 2024		
ndis 05/15/2024		
Date		
Jackson Date		
7 ()		
take 5/15/24		
1		

Change Order 1
Additional Panels

SHEET	Street	Letter	Length2	Width2	SQ_YD_1 Hi_Early	Combined Area Designation	Per S	quare Yd	TO	TAL COST
4R	RIDGE RD	ADD-H1	10.34	11.00	12.64 N	0-15 SY	\$	138.00	\$	1,744.32
4R	RIDGE RD	ADD-B1	10.25	5.50	6.26 N	0-15 SY	\$	138.00	\$	863.88
5R	RIDGE RD	ADD-E1	9.83	5.50	6.01 N	0-15 SY	\$	138.00	\$	829.38
6A-R	RIDGE RD	ADD-A1	15.17	8.17	13.77	15-30 SY	\$	108.00	\$	1,487.16
6A-R	RIDGE RD	ADD-B1	10.00	8.17	9.08	15-30 SY	\$	108.00	\$	980.64
6A-R	RIDGE RD	ADD-C1	10.25	8.17	9.30	0-15 SY	\$	138.00	\$	1,283.40
7R	EAGLE DR	ADD-H1	31.67	11.00	38.70 N	90+ SY	\$	70.00	\$	2,709.00
6R	EAGLE DR	ADD-B2	15.00	5.50	9.17 N	60-90 SY	\$	75.00	\$	687.75
6R	EAGLE DR	ADD-B1	30.25	11.00	36.97 N	60-90 SY	\$	75.00	\$	2,772.75
6R	EAGLE DR	ADD-B3	30.34	11.00	37.08 N	60-90 SY	\$	75.00	\$	2,781.00
6R	EAGLE DR	ADD-B4	29.50	11.25	36.88 N	30-45 SY	\$	110.00	\$	4,056.80
4R	RIDGE RD	ADD-D2	9.58	11.00	11.71 N	0-15 SY	\$	138.00	\$	1,615.98
4R	RIDGE RD	ADD-D1	9.50	5.50	5.85 N	0-15 SY	\$	138.00	\$	807.30
5R	RIDGE RD	ADD-E3	10.25	11.00	12.53 N	0-15 SY	\$	138.00	\$	1,729.14
5R	RIDGE RD	ADD_E2	9.25	11.00	11.31 N	0-15 SY	\$	138.00	\$	1,560.78
11R	OTTO DR	ADD-P1	20.00	5.50	12.22 Y	30-45 SY	\$	94.00	\$	1,148.68
11R	OTTO DR	ADD-R1	12.00	11.00	14.67 N	0-15 SY	\$	138.00	\$	2,024.46
11	OTTO DR	ADD-B1	10.00	5.50	6.11 N	0-15 SY	\$	138.00	\$	843.18
11	OTTO DR	ADD-B2	10.00	5.50	6.11 N	0-15 SY	\$	138.00	\$	843.18
11R	OTTO DR	ADD-P4	10.00	11.00	12.22 N	30-45 SY	\$	94.00	\$	1,148.68
11R	OTTO DR	ADD-P3	10.00	5.50	43.35 N	30-45 SY	\$	94.00	\$	4,074.90
11R	OTTO DR	ADD-P3	20.00	5.60	12.22 Y	30-45 SY	\$	94.00	\$	1,148.68

TOTAL: \$ 37,141.04



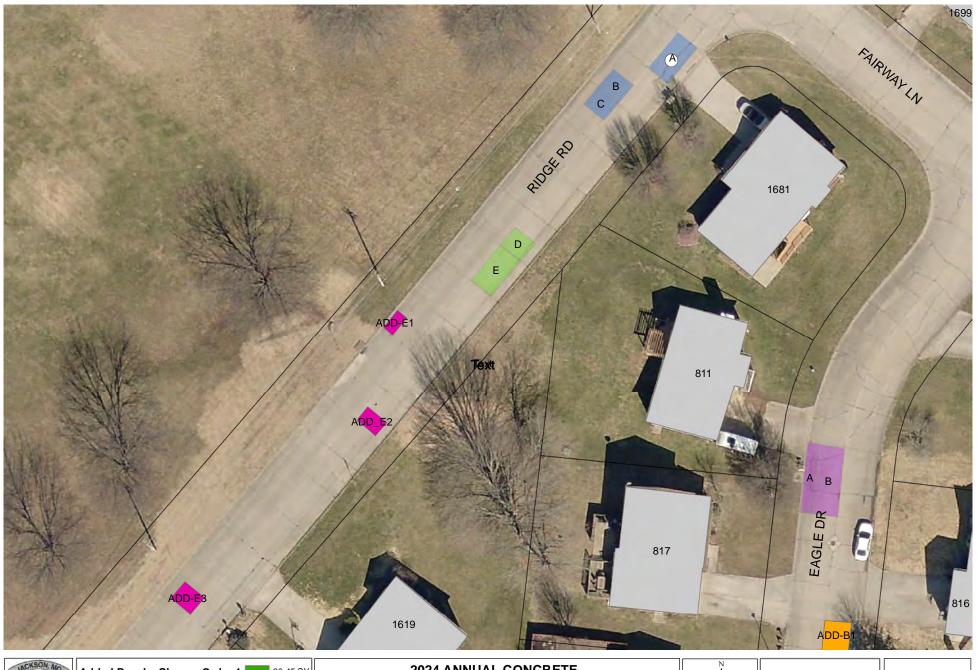
RIDGE RD - 1400 BLOCK

CHANGE ORDER 1 ADDITIONS

0-15 SY

15-30 SY

90+ SY

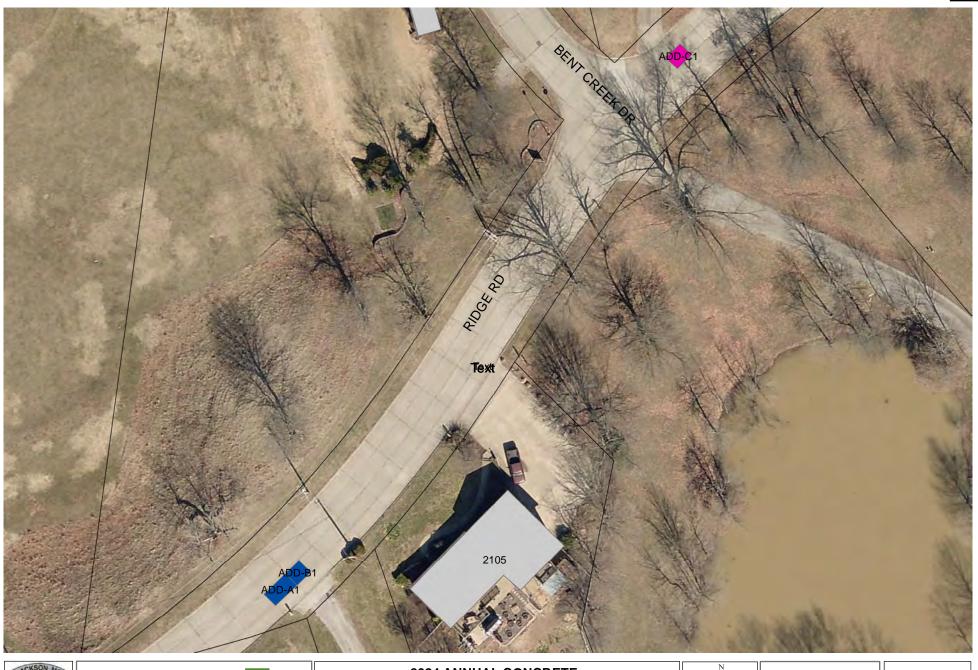


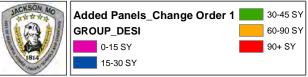
5R

15-30 SY

2024 ANNUAL CONCRETE PAVEMENT IMPROVEMENT

RIDGE RD - 1600 BLOCK CHANGE ORDER 1 ADDITIONS SEE TABLES FOR PANEL DIMENSIONS & SQUARE YARDS





2024 ANNUAL CONCRETE PAVEMENT IMPROVEMENT

RIDGE RD - 2100 BLOCK CHANGE ORDER 1 ADDITIONS



SEE TABLES FOR PANEL DIMENSIONS & SQUARE YARDS 6A-R





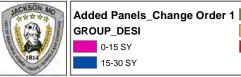
2024 ANNUAL CONCRETE PAVEMENT IMPROVEMENT

EAGLE DR - 800 BLOCK CHANGE ORDER 1 ADDITIONS



SEE TABLES FOR PANEL DIMENSIONS & SQUARE YARDS **7R**





30-45 SY

60-90 SY

90+ SY

2024 ANNUAL CONCRETE PAVEMENT IMPROVEMENT

OTTO DR - 600 BLOCK CHANGE ORDER 1 ADDITIONS



SEE TABLES FOR PANEL DIMENSIONS & SQUARE YARDS 11R





2024 ANNUAL CONCRETE PAVEMENT IMPROVEMENT

OTTO DR - 500 BLOCK CHANGE ORDER 1 ADDITIONS



SEE TABLES FOR PANEL DIMENSIONS & SQUARE YARDS 12R



MEMO

To: Mayor and Board of Aldermen

From: Jason Lipe, Parks and Recreation Director

Date: Thursday, May 16, 2024

Re: Tennis Court Resurfacing Project Bid Tabulation

City staff solicited bids for the resurfacing of the tennis courts in the City Park. Three bids were submitted. Gunner Energy Corp. dba General Acrylics of Mt. Vernon, Illinois was the apparent low bidder with a bid of \$39,985.00. Staff recommends awarding a contract to Gunner Energy Corp. dba General Acrylics.



Tennis Court Resurfacing Project Bid Opening 1:30 PM, Tuesday, April 30, 2024

Company	Base Bid
GENERAL ACRYLICS	\$ 39, 985,00
MCCONNECL'S OF ST. LOUIS	\$ 71,620.00
PRECISION STRIPING	\$46,900.00
· · · · · · · · · · · · · · · · · · ·	

BILL NO. 24-___

ORDINANCE NO. 24-

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND GUNNER ENERGY CORPORATION D/B/A GENERAL ACRYLICS OF MT. VERNON, ILLIOIS, RELATIVE TO THE TENNIS COURT REPAIR & RESURFACING 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 **Gunner Energy Corporation d/b/a General Acrylics of Mt. Vernon, Illinois.** 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

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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: May 20, 2024.

SECOND READING: May 20, 2024.

PASSED AND APPROVED this 20th day of May, 2024, by a vote of __ ayes, __ nays, __ abstentions and __ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST: Mayor

City Clerk

CONTRACT AGREEMENT

THIS CONTRACT (the "Conti	ract") 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 GUNNER ENERGY CORPORATION, d/b/a GENERAL ACRYLICS hereinafter referred to as "Contractor," in connection with that work or improvement known as the Tennis Court Repair & Resurfacing 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 April 30, 2024, a copy of which is incorporated herein.

NOW, THEREFORE, the parties agree as follows:

- A. The Contract Documents for the Project are incorporated herein and shall describe this Project and 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.
- 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

\$39,985.00 *(figures)*

Thirty-nine thousand, nine-hundred eighty-five 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	
	CONTRACTOR:
	Gunner Energy Corp. d/b/a General Acrylics Contractor Name Signature
	Kenneth Roberts Printed Name
	President/Owner Title
ATTEST:	
Signature	
Printed Name	
Title	
Title	
	Address:
	1200 Hill Street Mt. Vernon, IL 62864

CITY OF JACKSON, MISSOURI TENNIS COURT REPAIR & RESURFACING PROJECT SPECIFICATIONS & PROPOSAL DOCUMENTS

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

PURPOSE AND SCOPE OF WORK The purpose of this program is to repair and resurface four existing tennis courts (approximately 23,084 sq. ft.) [addendum: 4/26/2024] 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: Wimbledon Drive, Jackson City Park

MATERIAL SPECIFICATIONS:

Fill existing expansion joints with bagged concrete mix and court patch binder (approximately 560 ft.).

Pressure wash entire playing surface.

Clean and fill playing surface cracks with sand, cement and court patch binder mixture. Cover cracks with crack repair system (Rite-Way or Armor are acceptable).

Apply two coats of acrylic resurfacer, per manufacturers specifications.

Apply two coats of textured color, per manufacturers specifications. Color to be coordinated with City Parks and Recreation department.

Apply two coats of textured line paint (white) via roller. Line markings shall be two (2) inches in width, and follow United States Tennis Association (USTA) and American Sports Builders Association (ASBA) guidelines.

Acrylic resurfacer, textured color and line paint shall be California Sports Surfaces DecoTurf, or equivalent.

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 Program 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.

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 program, 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.

EXHIBIT INDEX

EXHIBIT A – Jackson City Park Tennis Courts Map

EXHIIBT A



Jackson City Park Tennis Courts Wimbledon Drive

BILL NO. 24-__

ORDINANCE NO. 24-__

AN ORDINANCE AMENDING CHAPTER 39, ARTICLE IV, OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSOURI, RELATIVE TO REPEAL SEC. 39-425 - COMMUTER PARKING LOT; AND REPEALING ALL ORDINANCES IN CONFLICT THEREWITH.

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

Section 1. That Chapter 39, Article IV, of the Code of Ordinances of the City of Jackson, Missouri, is hereby amended by deleting "Sec. 39-425 – Commuter Parking Lot" in its entirety.

Section 2. It is the intent of the Mayor and Board of Aldermen and it is hereby ordained that this ordinance shall become and be made a part of the Code of Ordinances of the City of Jackson, Missouri, and that sections of this ordinance may be renumbered to accomplish such intention.

Section 3. 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 4. That this ordinance shall take effect and be in force from and after its passage and approval.

Section 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

FIRST READING: May 20, 2024.

SECOND READING: May 20, 2024.

PASSED AND APPROVED this 20th day of May, 2024, by a vote of _____ ayes, ____ nays, ____ abstentions and ____ absent.

	CITY OF JACKSON, MISSOURI
(SEAL)	
ATTEST:	BY:
City Clerk	