



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, February 05, 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.

PRESENTATIONS

2. Presentation of Commission of Office to Angela Birk as City Clerk/Treasurer.

APPROVAL OF MINUTES

3. Motion approving the Minutes of the Regular Meeting of January 16, 2024.

FINANCIAL AFFAIRS

4. Motion approving payment of the semimonthly bills.

ACTION ITEMS

Power, Light, and Water Committee

5. Motion amending the 2023 City of Jackson Annual Budget, relative to funds exceeding their 2023 appropriations.
6. Bill proposing an Ordinance amending the 2024 City of Jackson Annual Budget.
7. Motion approving an increase in expenditures, in the amount of \$7,800.00, under Amendment No. 6 to Task Order Authorization No. 19-04, to Horner & Shifrin, Inc., of St. Louis, Missouri, relative to providing additional engineering services under the Water System Facility Plan Implementation Program, Phase 2 – Project 2D (Water Plant).
8. Motion accepting the bid of Schulte Supply, Inc. of Saint Peters, Missouri, in the amount of \$36,784.64, and authorizing the purchase of materials for the South Hope Street Water Main Relocation Project.
9. Bill proposing an Ordinance authorizing a contractual agreement with the Missouri Public Utility Alliance, relative to a Mutual Aid Agreement.

Street, Sewer, and Cemetery Committee

- [10.](#) Motion accepting the bid of Todt Roofing & Construction, Inc., of Cape Girardeau, Missouri, in the amount of \$8,800.00, relative to the Brookside Park Roofing Replacement Project.
- [11.](#) Bill proposing an Ordinance authorizing a contractual agreement with Todt Roofing & Construction, Inc., relative to the Brookside Park Roofing Replacement Project.
- [12.](#) Bill proposing an Ordinance approving the Final Plat of Stroder's Industrial Park Subdivision, as submitted by Trussworks Realty Missouri, LLC.

NON-AGENDA CITIZEN INPUT

INFORMATION ITEMS

13. Report by Mayor
14. Reports by Board Members
15. Report by City Attorney
16. Report by City Administrator
17. Discussion of future agenda items

EXECUTIVE SESSION

Motion to have executive session. Authority is Section 610.21(2), Revised Statutes of Missouri, relating to real estate; Section 610.21(3), Revised Statutes of Missouri, relating to personnel; and Section 610.021(12), Revised Statutes of Missouri, relating to contracts.

ADJOURN

Posted on 02/02/2024 at 4:00 PM.

City of Jackson, Missouri

COMMISSION OF OFFICE

WHEREAS Angela Birk has been duly appointed as Clerk/Treasurer for the City of Jackson, Missouri and has filed her oath of office;

NOW, THEREFORE, I, Dwain Hahs, by the authority vested in me as Mayor of the City of Jackson, do hereby

APPOINT AND COMMISSION

Angela Birk

to the office of Clerk/Treasurer of the City of Jackson, Missouri until her successor is duly appointed and qualified.

Given under my hand with the corporate seal of said City of Jackson, Missouri, affixed this fifth day of February 2024.



Mayor

Attest: _____
City Clerk



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Tuesday, January 16, 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: Joe Bob Baker, Mike Seabaugh, Paul Sander, Shana Williams, Katy Liley, and Wanda Young. Present-6; Absent-2: Aldermen David Reiminger and David Hitt.

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 Baker, seconded by Alderwoman Liley, to adopt the agenda, as presented. Ayes-6; Nays-0; Absent-2.

Public Hearing to Consider a Text)
Amendment to Chapter 65 of the Code)
of Ordinances relative to Tow)
Companies)

Now comes forth a Public Hearing to consider a text amendment to Chapter 65 (Zoning) of the Code of Ordinances, relative to tow companies.

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

Now comes forth Building and Planning Manager Larry Miller to state that the Planning & Zoning Commission voted to recommend the text amendment. 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.

No one speaks at the Public Hearing. The Public Hearing is now closed by Mayor Hahs.

Motion to Approve the Minutes of the)
January 2, 2024, Regular Board)
Meeting)

Motion made by Alderwoman Liley, seconded by Alderwoman Young, to approve the minutes of the preceding Regular Board Meeting of Tuesday, January 2, 2024. Ayes-6; Nays-0; Absent-2.

Motion to Approve Bills of January, 2024)

Now is presented the Semimonthly Bills Report, in the various funds for the month of January, 2024. Motion made by Alderman Seabaugh, seconded by Alderwoman Williams, to approve the Semimonthly Bills in the various funds for January, 2024. Ayes-6; Nays-0; Absent-2.


Motion to Approve the City Collector's)
Electric, Water & Sewer, Taxes &)
Licenses, and Refuse Report for)
December, 2023)



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
 Tuesday, January 16, 2024 at 6:00 PM
 Board Chambers, City Hall, 101 Court St.

MINUTES

Motion made by Alderwoman Young, seconded by Alderman Seabaugh, to approve the City Collector's Electric, Water & Sewer, Taxes & Licenses, and Refuse Report for December, 2023. Ayes-6; Nays-0; Absent-2.

CITY COLLECTOR'S REPORT FOR DECEMBER 2023						
DESCRIPTION	ELECTRIC FUND	WATER FUND	WASTEWATER FUND	LANDFILL FUND	GEN. REV. FUND	TOTAL
Service Charges	1,064,741.17	262,271.27	209,404.47	60,463.91	-	1,596,880.82
Penalties	4,467.61	1,250.82	1,018.88	295.15	-	7,032.46
Sales Tax	30,697.82	7,649.62	-	-	-	38,347.44
Disconnect Fees	200.00	-	-	-	-	200.00
Returned Transaction Fees	450.00	-	-	-	-	450.00
Customer Relocation Fees	-	-	-	-	225.00	225.00
Trash Stickers	-	-	-	1,908.00	-	1,908.00
UTILITY COLLECTIONS	1,100,556.60	271,171.71	210,423.35	62,667.06	225.00	1,645,043.72
Outstanding Internal Transfers	38,342.03	2,159.02	396.70	-	-	40,897.75
Adjustments - Penalties	-	-	-	-	-	-
Adjustments - Taxes	-	-	-	-	-	-
Adjustments - Service Fees	-	-	-	-	-	-
NET UTILITY COLLECTIONS	1,138,898.63	273,330.73	210,820.05	62,667.06	225.00	1,685,941.47
Business/Contractor Licenses	-	-	-	-	3,765.00	3,765.00
Event Fees/Misc. Charges	-	-	-	-	-	-
NON-UTILITY COLLECTIONS	-	-	-	-	3,765.00	3,765.00
Misc. Adjustments	-	-	-	-	-	-
Interest on Collector's bank account	-	-	-	-	-	863.79
Cash in bank	-	-	-	-	-	1,690,570.26
Missouri Sales Tax payment	(30,697.82)	(7,649.62)	-	-	-	(38,347.44)
TO CITY TREASURER					\$	1,652,222.82
Respectfully Submitted,						
						
City Collector						




CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
 Tuesday, January 16, 2024 at 6:00 PM
 Board Chambers, City Hall, 101 Court St.

MINUTES

Motion to Approve City Collector's 2023)
 Electric, Water, Sewer, Taxes &)
 Licenses and Refuse Annual Report)

Motion made by Alderman Seabaugh, seconded by Alderman Sander, to approve the City Collector's Electric, Water & Sewer, Taxes & Licenses and Refuse Annual Report for 2023. Ayes-6; Nays-0; Absent-2.

CITY COLLECTOR'S REPORT FOR 2023						
DESCRIPTION	ELECTRIC FUND	WATER FUND	WASTEWATER FUND	LANDFILL FUND	GEN. REV. FUND	TOTAL
Service Charges	15,928,114.83	3,260,894.28	2,602,177.89	733,809.98		22,524,996.98
Penalties	80,524.99	18,072.89	14,627.86	3,940.82		117,166.56
Sales Tax	450,123.75	95,895.03				546,018.78
Disconnect Fees	27,930.00					27,930.00
Returned Transaction Fees	5,940.00					5,940.00
Customer Relocation Fees					3,125.00	3,125.00
Trash Stickers				17,404.00		17,404.00
UTILITY COLLECTIONS	16,492,633.57	3,374,862.20	2,616,805.75	755,154.80	3,125.00	23,242,581.32
Prior Internal Transfers (December 2023)	(38,342.03)	(2,159.02)	(396.70)	-	-	(40,897.75)
Adjustments - Penalties	-	-	-	-	-	-
Adjustments - Taxes	-	-	-	-	-	-
Adjustments - Service Fees	-	-	-	-	-	-
NET UTILITY COLLECTIONS	16,454,291.54	3,372,703.18	2,616,409.05	755,154.80	3,125.00	23,201,683.57
Business/Contractor Licenses	-	-	-	-	17,899.50	17,899.50
Event Fees/Misc. Charges	1,735.00	-	-	-	-	1,735.00
NON-UTILITY COLLECTIONS	1,735.00	-	-	-	17,899.50	19,634.50
Misc. Adjustments	-	-	-	-	-	-
Interest on Collector's bank account	-	-	-	-	-	4,526.41
Cash in bank	-	-	-	-	-	23,225,844.48
Missouri Sales Tax payment	(450,123.75)	(95,895.03)	-	-	-	(546,018.78)
TO CITY TREASURER					\$	22,679,825.70
Respectfully Submitted,						
						
City Collector						



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Tuesday, January 16, 2024 at 6:00 PM
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MINUTES

Motion to Approve the December, 2023)
City Clerk's and Treasurer's Reports)

Motion made by Alderwoman Williams, seconded by Alderman Sander, to approve the City Clerk's and City Treasurer's Reports for December, 2023. The City Clerk's Report is as follows: Electric Receipts – \$3,552.23; Cemetery Receipts – \$8,625.00; Water Receipts – \$6,080.00; Wastewater Receipts – \$0.00; General Revenue Receipts – \$11,787.71; Park Receipts – \$1,080.00; Trust & Agency Receipts – \$0.00; Park Foundation Receipts – \$3,550.00; Recreational Development Receipts – \$6,113.00; Landfill Receipts – \$696.43; Recreation Sales Tax Receipts – \$10,127.56; Health Insurance - \$1,177.00; Stormwater Maintenance Receipts – \$85.06; and Transportation Sales Tax Receipts – \$1,282.50. The Water & Light Deposit balance as of December 1, 2023 – \$278,982.80; Deposits - \$10,696.01; Refunds - \$14,949.07; balance as of December 31, 2023 – \$274,729.74. Ayes-6; Nays-0; Absent-2.

CITY TREASURER'S REPORT FOR DECEMBER, 2023

FUND	FUND BALANCES 12-01-2023	RECEIPTS	TRANSFER OF FUNDS	DISBURSEMENTS	FUND BALANCES 12-31-2023	INVESTMENTS	CASH BALANCE 12-31-2023
ELECTRIC FUND							
Operation & Maintenance	-	1,122,828.54	(39,784.90)	1,083,043.64	-	-	-
Electric Surplus	3,478,940.25	-	15,882.66	-	3,494,822.91	2,266,258.72	1,228,564.19
Electric Capital Projects Fund	4,043,132.69	-	-	-	4,043,132.69	4,000,000.00	43,132.69
General Revenue	1,226,152.61	999,942.45	454,449.29	572,396.11	2,108,148.24	1,400,000.00	708,148.24
Landfill Fund	608,645.98	63,396.46	(5,177.35)	37,793.21	629,071.88	525,000.00	104,071.88
City Park Fund	18,910.47	205,775.48	(5,010.20)	29,529.51	190,146.24	-	190,146.24
Public Park Foundation Fund	142,100.84	3,550.00	-	-	145,650.84	140,000.00	5,650.84
Cemetery Fund	881,480.16	134,665.27	(5,071.71)	11,488.55	999,585.17	870,000.00	129,585.17
Band Fund	-	126,040.27	-	126,040.27	-	-	-
Stormwater Maintenance Fund	292,245.37	85.06	-	-	292,330.43	266,000.00	26,330.43
ARPA Fund	2,475,119.95	5,796.36	(523.26)	41,197.27	2,439,195.78	2,425,000.00	14,195.78
Road Use Tax Fund	1,089,901.49	65,724.13	(19,166.66)	34,041.60	1,102,417.36	684,000.00	418,417.36
Sales Tax Fund	2,425,047.97	268,255.24	-	22,064.08	2,671,239.13	1,739,566.66	931,672.47
Fire Protection Sales Tax Fund	116,950.03	63,581.35	(177,198.38)	-	3,333.00	-	3,333.00
Recreation Sales Tax	225,464.47	73,753.09	(550.44)	30,119.60	268,547.52	50,000.00	218,547.52
Public Safety Sales Tax	228,114.87	127,170.48	(354,285.35)	-	1,000.00	-	1,000.00
Trust and Agency Fund	1,108,402.89	31,807.50	-	31,775.36	1,108,435.03	1,080,000.00	28,435.03
Recreational Development	8,572.26	6,113.00	-	7,302.69	7,382.57	-	7,382.57
Transportation Sales Tax	647,251.33	291,115.28	-	51,882.12	886,484.49	300,000.00	586,484.49
I-55 Corridor Special Alloc.	1,262.55	-	-	-	1,262.55	-	1,262.55
Capital Projects Construction	1,972,100.37	-	-	6,881.00	1,965,219.37	1,850,000.00	115,219.37
Economic Development Reserve	1,006,598.78	-	(120,000.00)	-	886,598.78	850,000.00	36,598.78
CDBG Grant Fund	-	-	120,000.00	-	120,000.00	-	120,000.00
Health Insurance Fund	1,030,752.21	47,908.83	155,213.91	144,816.48	1,089,058.47	800,000.00	289,058.47
Inmate Security Fund	16,484.12	112.00	-	-	16,596.12	-	16,596.12
Equitable Sharing Fund	3,617.07	-	-	-	3,617.07	-	3,617.07
WATER & SEWER FUND							
Water Operation & Maint.	-	277,127.82	(205,737.01)	71,390.81	-	-	-
Water Replacement	756,540.50	-	-	-	756,540.50	725,000.00	31,540.50
Water & Sewer Revenue Bond	188,026.94	-	0.03	158,917.97	29,109.00	25,000.00	4,109.00
Water & Sewer Deprec. Res.	30,000.00	-	-	-	30,000.00	30,000.00	-
Water & Sewer Bond Reserve	50,000.00	-	-	-	50,000.00	50,000.00	-
Water & Sewer Contingent	30,000.00	-	-	-	30,000.00	30,000.00	-
Water & Sewer Surplus	9,770,190.72	-	352,636.08	11,629.17	10,111,197.63	9,571,772.73	539,424.90
Wastewater Operation & Maint.	-	211,186.30	(165,676.71)	45,509.59	-	-	-
Wastewater Replacement	1,069,035.44	-	-	-	1,069,035.44	1,062,543.87	6,491.57
W & S Construction Fund	4,104,972.03	-	-	72,136.93	4,032,835.10	200,000.00	3,832,835.10
TOTALS	39,046,014.36	4,125,934.91	-	2,589,955.96	40,581,993.31	30,940,141.98	9,641,851.33
Respectfully Submitted,					Cash on Hand		1,475.00
					General Account		7,984,536.44
					Collectors Account		1,652,222.82
					Equitable Sharing Fund		3,617.07
Liza Walker, City Clerk/Treasurer (signed)					TOTAL		9,641,851.33



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
 Tuesday, January 16, 2024 at 6:00 PM
 Board Chambers, City Hall, 101 Court St.

MINUTES



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
 Tuesday, January 16, 2024 at 6:00 PM
 Board Chambers, City Hall, 101 Court St.

MINUTES

Motion to Approve the Semi-Annual
 Financial Statement Ending December)
 31, 2023)

Motion made by Alderman Seabaugh, seconded by Alderwoman Williams, to approve the
 Semi-Annual Financial Statement ending December 31, 2023. Ayes-6; Nays-0; Absent-2.

CITY OF JACKSON, MISSOURI - SEMI-ANNUAL FINANCIAL STATEMENT FOR THE PERIOD OF <u>JULY 1, 2023, TO DECEMBER 31, 2023</u>					
	FUND BALANCES 07-01-2023	RECEIPTS	TRANSFER OF FUNDS	DISBURSEMENTS	FUND BALANCES 12-31-2023
ELECTRIC FUND					
Operation & Maintenance	-	8,906,262.20	(1,631,602.93)	7,274,659.27	-
Electric Reserve Fund	-	-	-	-	-
Electric Surplus Fund	2,115,989.08	2,187.95	1,485,108.95	108,463.07	3,494,822.91
Capital Projects Fund	4,338,566.54	-	-	295,433.85	4,043,132.69
General Revenue	4,081,261.31	1,340,861.15	406,056.68	3,720,030.90	2,108,148.24
Landfill Fund	541,438.20	418,163.56	(41,354.67)	289,175.21	629,071.88
City Park Fund	249,665.67	222,449.93	(35,682.10)	246,287.26	190,146.24
Public Park Foundation Fund	138,279.48	14,157.11	-	6,785.75	145,650.84
Cemetery Fund	947,941.01	176,131.93	(31,329.97)	93,157.80	999,585.17
Band Fund	-	128,803.63	-	128,803.63	-
Stormwater Fund	288,814.56	4,093.37	-	577.50	292,330.43
ARPA Fund	2,709,279.29	121,333.35	(261.63)	391,155.23	2,439,195.78
Road Use Fund	625,306.12	432,481.20	115,000.04	70,370.00	1,102,417.36
Sales Tax Fund	1,503,248.55	1,573,993.49	(3,560.00)	402,442.91	2,671,239.13
Fire Protection Sales Tax Fund	3,333.00	359,331.93	(359,331.93)	-	3,333.00
Recreation Sales Tax Fund	37,562.25	422,556.37	(5,739.53)	185,831.57	268,547.52
Public Safety Sales Tax	1,000.00	718,178.95	(709,756.85)	8,422.10	1,000.00
Trust and Agency Fund	1,086,114.16	110,124.27	80,085.43	167,888.83	1,108,435.03
Recreational Development	97,398.04	36,087.38	(1,098.35)	125,004.50	7,382.57
Transportation Sales Tax	378,859.41	958,086.01	-	450,460.93	886,484.49
I-55 Corridor Special Allocation	1,262.55	-	-	-	1,262.55
Capital Projects Construction Fund	2,024,989.61	13,113.26	-	72,883.50	1,965,219.37
Economic Development Reserve Fund	1,000,000.00	6,598.78	(120,000.00)	-	886,598.78
CDBG Grant Fund	-	-	120,000.00	-	120,000.00
Health Insurance Fund	941,179.00	93,869.27	861,158.52	807,148.32	1,089,058.47
Inmate Security Fund	16,051.12	545.00	-	-	16,596.12
Equitable Sharing Fund	3,617.07	-	-	-	3,617.07
WATER & SEWER FUND					
Water Operation & Maintenance	-	1,765,682.23	(1,183,397.17)	582,285.06	-
Water Replacement	735,480.00	21,060.50	-	-	756,540.50
Water & Sewer Revenue Bond	192,101.58	125,642.22	84,579.47	373,214.27	29,109.00
Water & Sewer Deprec. Reserve	30,000.00	-	-	-	30,000.00
Water & Sewer Bond Reserve	50,000.00	-	-	-	50,000.00
Water & Sewer Contingent	30,000.00	-	-	-	30,000.00
Water & Sewer Surplus	9,320,167.44	264,562.35	1,759,130.43	1,232,662.59	10,111,197.63
Wastewater Operation & Maint.	-	1,216,602.86	(790,509.39)	426,093.47	-
Wastewater Replacement Acct.	1,077,658.74	-	-	8,623.30	1,069,035.44
Water & Sewer Construction	4,323,908.99	7,280.00	2,505.00	300,858.89	4,032,835.10
	38,890,472.77	19,460,240.25	-	17,768,719.71	40,581,993.31



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Tuesday, January 16, 2024 at 6:00 PM
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MINUTES

- Motion to Approve the Mayor's)
- Appointment of Laura Dumey to the)
- Community Outreach Board)

Motion made by Alderman Seabaugh, seconded by Alderman Sander, to approve the Mayor's appointment of Laura Dumey to the Community Outreach Board, filling an unexpired term ending May, 2026. Ayes-6; Nays-0; Absent-2.

- Motion to Grant Consent to TeeED Off)
- Golf, LLC for the Sale of Intoxicating)
- Liquor at 121 West Main Street)

Motion made by Alderman Seabaugh, seconded by Alderwoman Williams, to grant consent to TeeED Off Golf, LLC for the sale of intoxicating liquor at 121 West Main Street within one hundred feet of Grace Baptist Church. Ayes-6; Nays-0; Absent-2.

- Motion to Approve an Addendum to the)
- Contractual Agreement with Play & Park)
- Structures of MO, of Park Hills,)
- Missouri, relative to a Time Extension)
- for the Civic Center Playground)
- Equipment Project)

Motion made by Alderwoman Liley, seconded by Alderman Baker, to approve an addendum to the contractual agreement with Play & Park Structures of MO, of Park Hills, Missouri, relative to a time extension for the Civic Center Playground Equipment Project. Ayes-6; Nays-0; Absent-2.

- Ordinance No. 24-05 Re: To Approve a)
- Text Amendment to Chapter 65 of the)
- Code of Ordinances, relative to Tow)
- Companies)

The matter of approving a text amendment to Chapter 65 (Zoning) of the Code of Ordinances, relative to tow companies, came on for consideration. Alderwoman Liley introduced Bill No. 24-05, being for an ordinance entitled as follows:

AN ORDINANCE AMENDING CHAPTER 65 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSOURI, RELATIVE TO TOW COMPANIES; AND REPEALING ALL ORDINANCES IN CONFLICT THEREWITH.

On a motion made by Alderwoman Liley, seconded by Alderwoman Young, Bill No. 24-05 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 Alderwoman Young, Bill No. 24-05 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. 24-05 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderwoman Liley-aye; Alderwoman Young-aye; Alderman Hitt-absent; Alderman Reiminger-absent; Alderwoman Williams-aye; Alderman Baker-aye; Alderman Seabaugh-aye; and Alderman Sander-aye.

BILL NO. 24-05

ORDINANCE NO. 24-05

AN ORDINANCE AMENDING CHAPTER 65 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSOURI, RELATIVE TO TOW COMPANIES; AND REPEALING ALL ORDINANCES IN CONFLICT THEREWITH.



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MINUTES

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

Section 1. That Chapter 65, Article I, Section 65-2, of the Code of Ordinances of the City of Jackson, Missouri, is hereby amended to add the following defined terms:

“Sec. 65-2. Definitions.

Automotive repair shop. Any person or other entity that is principally engaged in repairing damaged motor vehicles or fixing mechanical/electrical parts on an automobile.

Auto salvage yard. A yard, lot, or place covered or uncovered, outdoors or in an enclosed building where motor vehicles are disassembled, dismantled, junked, wrecked, or inoperable. Excluding public and private garages.

Privacy fence. A privacy fence is a sight-obscuring fence that blocks the area enclosed by the fence to conceal from view the activities conducted behind it that will visually isolate, conceal, and seclude objects, things, places, or people.

Tow company. Any person or entity that operates a wrecker or towing service to tow, remove, or temporarily store inoperable vehicles.”

Section 2. That Chapter 65, Article I, Section 65-12, of the Code of Ordinances of the City of Jackson, Missouri, is hereby amended to read as follows:

“Sec. 65-12. C-2 General commercial district regulations.

The regulations set forth in this section, or set forth elsewhere in this chapter when referred to in this section, are the regulations of the C-2 General commercial district is to provide areas for general commerce and services typically associated with major thoroughfares.

- (1) *Use regulations.* A building or premises shall be used only for the following purposes:

ww. The following uses when located fifty (50) feet or more from any residential district (as measured to the property line) and separated from an adjacent residential district by a privacy fence:

35. Towing company with all storage indoors or enclosed within a privacy fence and a special use permit only.”

Section 3. That Chapter 65, Article I, Section 65-16, of the Code of Ordinances of the City of Jackson, Missouri, is hereby amended to read as follows:



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Tuesday, January 16, 2024 at 6:00 PM
 Board Chambers, City Hall, 101 Court St.

MINUTES

“Sec. 65-16. – I-1 Light industrial district regulations.

The regulations set forth in this section, or set forth elsewhere in this chapter when referred to in this section, are the regulations of the I-1 Light industrial district. The purpose of the I-1 Light industrial district is to provide areas for light industrial uses that create a minimum amount of nuisance outside the plant, are conducted entirely within enclosed buildings, use the open area around such buildings only for limited storage of raw materials or manufactured products, and provide for enclosed loading and unloading berths when feasible.

- (1) *Use regulations.* All uses permitted herein shall not be obnoxious or offensive by reason of the emission of smoke, dust, fumes, gas, odors, noise, or vibrations beyond the confines of the premises. A building or premises shall be used only for the following purposes:

- jj. The following uses when located not less than fifty (50) feet from any residential district (as measured to the property line):

58. Towing company with all storage indoors or enclosed within a privacy fence that is ten (10) feet tall.

59. Auto Salvage yard with a special use permit only.

60. Any other light industrial use of a similar character which is not specifically permitted herein, with a special use permit only, and only when such use is consistent with the intent and purpose of the I-1 Light industrial district.”

NOTE TO CODIFIER: Please note that the current subparagraph numbered “58.” will be moved down and renumbered as “60.”

Section 4. That Chapter 65, Article I, Section 65-17, of the Code of Ordinances of the City of Jackson, Missouri, is hereby amended to read as follows:

“Sec. 65-17. – I-2 Heavy industrial district regulations.

The regulations set forth in this section, or set forth elsewhere in this chapter when referred to in this section, are the regulations of the I-2 Heavy industrial district.

- (1) *Use regulations.* All uses permitted herein shall not be obnoxious or offensive by reason of the emission of smoke, dust, fumes, gas, odors, noise, or vibrations beyond the confines of the premises. A building or premises shall be used only for the following purposes:

- jj. The following uses when located not less than fifty (50) feet from any residential district (as measured to the property line) and separated by a privacy fence:



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Tuesday, January 16, 2024 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

- 64. Towing company with all storage indoors or enclosed within a privacy fence that is ten (10) feet tall.
- 65. Auto Salvage yard with a special use permit only.
- 66. Any other business, commercial, or industrial use of a similar character which is not specifically permitted herein, with a special use permit only, and only when such use is consistent with the intent and purpose of the I-2 Heavy industrial district."

NOTE TO CODIFIER: Please note that the current subparagraphs numbered "64." and "65." respectively, will be moved down and renumbered as "67." and "68." respectively.

Section 5. 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 6. If any section, subsection, sentence, clause, phrase or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

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

Section 6. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

FIRST READING: January 16, 2024.

SECOND READING: January 16, 2024.

PASSED AND APPROVED this 16th day of January, 2024, by a vote of 6 ayes, 0 nays, 0 abstentions and 2 absent.

(SEAL)

CITY OF JACKSON, MISSOURI

ATTEST:

By: Dwain L. Hahs (signed)
Mayor

Liza Walker (signed)
City Clerk

City Administrator James Roach)
requests Closed Session)



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Tuesday, January 16, 2024 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

Now comes forth City Administrator James Roach to request to proceed into closed session for one item of personnel in accordance with Section 610.021(3) RSMo.

Motion to Recess the Meeting to Study)
Session)

On a motion by Alderman Baker, seconded by Alderman Seabaugh, to recess the meeting at 6:17 P.M., to convene to the Study Session. Ayes-6; Nays-0; Absent-2.

.....

Returned to Open Session at 6:24 P.M., from Study Session.

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

Meeting concluded at 6:24 P.M. On a motion by Alderman Baker, seconded by Alderwoman Liley, it is ordered that the Board now convene into closed session for one item of personnel in accordance with Section 610.021(3) RSMo and that the meeting will stand adjourned upon the adjournment of the closed session. On roll call: Alderman Baker-aye; Alderman Sander-aye; Alderwoman Liley-aye; Alderwoman Williams-aye; Alderwoman Young-aye; Alderman Reiminger-absent; Alderman Hitt-absent; and Alderman Seabaugh-aye. Ayes-6; Nays-0; Absent-2.

ATTEST:

Mayor

City Clerk

February 5, 2024

FUNDS EXCEEDING THEIR 2023 BUDGET APPROPRIATIONS (includes internal transfers)

<u>FUND</u>	<u>2023 BUDGET APPROPRIATION</u>	<u>2023 ACTUAL EXPENDITURES</u>	<u>AMOUNT OVER BUDGET</u>	<u>REASON</u>
Electric Surplus	\$ 3,369,791.00	\$ 3,811,634.07	\$ 441,843.07	Unbudgeted transfer to Capital Projects Construction for Fire Station No. 1 renovations.
Electric Capital Projects	\$ 3,230,000.00	\$ 4,188,954.70	\$ 958,954.70	Payment of 2022 budgeted items delayed to 2023.
Water Replacement	\$ 7,000.00	\$ 7,726.97	\$ 726.97	Cost over-run for leak detection equipment.
Wastewater Replacement	\$ 19,000.00	\$ 25,333.30	\$ 6,333.30	Unbudgeted upgrade to sewer camera.
Recreational Development	\$ 304,888.00	\$ 314,963.02	\$ 10,075.02	New Park programs created additional expenses.
Band	\$ 216,927.00	\$ 229,442.05	\$ 12,515.05	Additional tax revenue generated and transferred to Municipal Band.

BILL NO. 24-__

ORDINANCE NO. 24-__

AN ORDINANCE APPROVING AMENDMENTS TO THE 2024 BUDGET AS ORIGINALLY APPROVED ON THE 18TH DAY OF DECEMBER, 2023, BY REVISING, CONFIRMING, AND UPDATING END OF YEAR BALANCES; CONFIRMING BUDGETARY EXPENDITURES; AND REPEALING ORDINANCE IN CONFLICT HEREWITH.

WHEREAS, on the 18th day of December, 2023, the Mayor and Board of Aldermen of the City of Jackson, Missouri, approved the budget for the City of Jackson, Missouri, for the 2024 fiscal year, and

WHEREAS, the City Budget Officer has reviewed end of year balances and found it necessary to update end of year balances projected for the 2024 fiscal year budget, and

WHEREAS, the amended end of year balances indicate and confirm sufficient funds to fund budgeted projects for the 2024 fiscal year.

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

1. That the annual budget for the fiscal year 2024 as heretofore adopted and approved by Ordinance of this Board on the 18th day of December, 2023, it is hereby amended by adjusting the end of year balances in form with actual receipts of the City for the prior fiscal year.

2. That the Mayor and Board of Aldermen further reconfirm and readopt budgetary expenditures as set out in the amended budget, which is attached hereto and incorporated herein by reference, and order the Administration of the City to follow the budget expenditures in accordance therewith, subject to the subsequent amendment by this Board.

3. That ordinance is to take effect and be in full force and effect from and after its passage and approval.

FIRST READING: February 5, 2024.

SECOND READING: February 5, 2024.

PASSED AND APPROVED this 5th day of February, 2024, by a vote of _ ayes, _ nays, _ abstentions and _ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk

PUBLIC WORKS MEMORANDUM



City of Jackson

TO: Mayor and Board of Aldermen

FROM: Janet Sanders, Director of Public Works

DATE: February 1, 2024

RE: Amendment No. 6 to Task Order 19-04 Water System Facility Plan Implementation Program Phase 2, Project 2D (Water Plant)

Attached is a request letter from Horner & Shifrin for a \$7,800 amendment to Task Order 19-04 to provide additional engineering services to redesign interior walls in the Water Plant Upgrade project. The letter explains the reason for the altered design.

Staff recommends approval of this amendment so that the project currently under construction can proceed.



THE POWER HOUSE AT UNION STATION • 401 S. 18th ST., STE. 400 • SAINT LOUIS, MISSOURI 63103-2296
314-531-4321 • FAX 314-531-6966 • www.HomerShifrin.com

January 16, 2024

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

**Re: Task Order Authorization No. 19-04 Increase in Expenditures
to Provide Professional Engineering Services for The Water System Facility Plan
Implementation Program – Phase 2 for the City of Jackson, MO
Amendment No. 6**

Dear Mrs. Sanders:

The Amendment No. 6 to the above Task Order Contract is requested to provide additional engineering services for Project 2, Phase 2D Water Plant Improvements.

The roof shown on the original drawings for Water Treatment Plant No. 2 was shown as a concrete deck. The new interior CMU walls were designed to attach to this concrete deck. When the water treatment plant contractor drilled into the deck to anchor the new CMU wall, a sandy material with some cement was discovered which will not hold the wall anchors.

To resolve this issue, our structural engineer is proposing that we re-design the wall as cantilever CMU wall. The cost for this re-design would be considered an additional project scope item.

Based on the additional scope of work above the requested Amendment 6 fee is **\$7,800** and detailed on Exhibit A attached.

The below summarizes the H&S design fee to date for the entire Water System Facility Plan Improvements project from inception in January 2016 to date:

Original Contract	\$346,800
Contract Amendment 1	\$ 60,100
Contract Amendment 2	\$233,173
Contract Amendment 3	\$ 9,540
Contract Amendment 4	\$ 79,600
Contract Amendment 5	\$ 31,900
Contract Amendment 6	\$ 7,800
Total Contract to Date	\$768,913



Mr. Janet Sanders

January 16, 2024

Page 2

We appreciate the opportunity to continue to serve the City of Jackson under our existing task order agreement for engineering services. Please call me to discuss any questions regarding our proposed scope or fee proposal.


Respectfully Submitted,

James E. McCleish, P.E.
Vice President
Practice Leader, Water

Lisa Fennewald, P.E.
Project Manager

Enclosures

EXHIBIT "A"

Subject: JacksonWaterPh2Proj2D - RFI_15_REV_00 - Fluoride Room Wall Ceiling Anchors									
Structural Engineering Fee Estimate									
By: PMGregory	Date: 01/15/24							401 S. 18th St., St. Louis MO 63103	
H&S No. 2103602		(314) 531-4321 Fax: (314) 531-6966							
LABOR COST									
Task No.	Role	ENG	SR. ENG	ENG	PM	CAD	Average	Total Hours	Total Costs
	Name	Gregory	Mackey	Fitzgerald	Fennwald	Foster			
	Classification	SP07	SP03	WP10	WP04	ST04			
SCOPE OF WORK									
1 CA Phase									
a.	Coordination			6				6	\$ 810.00
b.	QAQC				4			4	\$ 788.00
									\$ -
	Hour Subtotal	0	0	6	4	0	0	10	
	Cost Subtotal	\$ -	\$ -	\$ 810	\$ 788	\$ -	\$ -		\$ 788.00
2 CA Phase									
a.	Review of Existing Plans	6						6	\$ 990.00
b.	Design Cantilever CMU Wall	8						8	\$ 1,320.00
c.	Review & Modify Specs	8						8	\$ 1,320.00
d.	Drafting					16		16	\$ 1,680.00
e.	QAQC		4					4	\$ 852.00
f.								0	\$ -
g.								0	\$ -
h.								0	\$ -
	Hour Subtotal	22	4	0	0	16	0	42	
	Cost Subtotal	\$ 3,630	\$ 852	\$ -	\$ -	\$ 1,680	\$ -		\$ 6,162.00
3									
a.								0	\$ -
b.								0	\$ -
c.								0	\$ -
d.								0	\$ -
e.								0	\$ -
	Hour Subtotal	0	0	0	0	0	0	0	
	Cost Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
4									
a.								0	\$ -
b.								0	\$ -
c.								0	\$ -
d.								0	\$ -
	Hour Subtotal	0	0	0	0	0	0	0	
	Cost Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
5									
a.								0	\$ -
b.								0	\$ -
c.								0	\$ -
d.								0	\$ -
	Hour Subtotal	0	0	0	0	0	0	0	
	Cost Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
5 Contingency									
a.								0	\$ -
b.								0	\$ -
c.								0	\$ -
d.								0	\$ -
	Hour Subtotal	0	0	0	0	0	0	0	
	Contingency %	0%	0%	0%	0%	0%	0%	0%	
	Cost Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
TOTAL									
	Manhours	22	4	6	4	16	0	52	-
	Cost	\$3,630	\$852	\$810	\$788	\$1,680	\$0	-	\$ 7,760
REIMBURSABLES									
		TASK Nos. (from above)			Total	Cost/	Total		
		1	2	4	Units	Unit	Cost		TOTAL
TRAVEL EXPENSES									
	Airfare	0			0	\$300	\$0		
	Hotel	0			0	\$150	\$0		
	Auto Rental/Mileage	0			0	\$0.670	\$0		
	M & IE	0			0	\$50	\$0		
	Parking & Misc.	0			0	\$20	\$0		
		\$0	\$0	\$0	0	\$0	\$0		\$0
COMPUTER									
	Computer				0	\$15	\$0		
					0	\$0	\$0		
DIRECTS									
					0	\$100	\$0		
					0	\$460	\$0		
					0	\$460	\$0		
		\$0	\$0	\$0	0	\$0	\$0		\$0
TOTAL EXPENSES									
		\$0	\$0	\$0		\$0	\$0		\$0
								TOTAL FEE=	\$ 7,760.00
								TOTAL FEE=	\$ 7,800.00

PUBLIC WORKS MEMORANDUM



City of Jackson

TO: Mayor and Board of Aldermen

FROM: Janet Sanders, Director of Public Works

DATE: February 1, 2024

RE: South Hope Street Water Main Relocation Project – Bid Tabulation

Attached are the results of the bid opening for materials to relocate 800' of water main along South Hope Street into the existing easement. The low bidder is Schulte Supply with a bid of \$36,784.64. Schulte Supply is a local company from which the Water Department already obtains supplies. Staff recommends approval of this bid.

There were six plan holders and four bids received. The low bid and the bid tabulation form is attached.

This work is to be done by the city's Water Department.


CITY OF JACKSON

S Hope St Water Main Relocation Project 2024

BID OPENING: February 1, 2024, 10:00 AM

TABULATION SHEET

CONTRACTOR	Base Bid	Addendum Included	TOTAL BID	BID BOND Y/N
Schulte Supply	\$36,784. ⁶⁴	2wk delivery ✓	\$36,784. ⁶⁴	n/a
Core & Main	\$37,541. ¹⁰	2wk delivery ✓	\$37,541. ¹⁰	n/a
Imco	\$41,020. ⁹⁰	2wk delivery ✓	\$41,020. ⁹⁰	n/a
Midwest Meter	\$42,238. ⁰⁰	10-14 business day ✓	\$42,238. ⁰⁰	n/a

Signed by opener: 
Signed by witness: Brad E AOE

CITY OF JACKSON
SOUTH HOPE STREET WATER MAIN RELOCATION
AMENDED BID FORM

Material	Quantity	Units	Unit Price	Total Price
8"X20' C-900 DR-18 PIPE	800'	LF	20.247	16197.94
6"X20' SDR-21 PIPE	40	LF	9.122	364.90
8" MJ GATE VALVE	7	EA	1367.00	9569.00
8" MJ TEE	5	EA	239.00	1195.00
8"X6" MJ TEE	1	EA	198.00	198.00
8"X4" MJ TEE	1	EA	173.00	173.00
6" HYDRANT 42" BURY (Mueller or Clow or approved equivalent)	1	EA	2690.00	2690.00
4" MJ GATE VALVE	1	EA	672.00	672.00
4"X18" ANCHOR COUPLING	1	EA	178.00	178.00
6"X18" ANCHOR COUPLING	2	EA	193.00	386.00
8"X18" ANCHOR COUPLING	8	EA	284.00	2272.00
6" TOPHATS	8	EA	40.00	320.00
4" TOPHAT	1	EA	65.00	65.00
TRACER WIRE	1000	LF	.19	190.00
6" MJ GATE VALVE	1	EA	858.00	858.00
8" MJ GLAND PACKS	30	EA	36.00	1080.00
8" TRANSITION GLAND PACKS	4	EA	38.00	152.00
6" MJ GLAND PACKS	4	EA	33.00	132.00
4" MJ GLAND PACKS	3	EA	24.00	72.00
PIPE LUBE	4	TUBS	4.95	19.80
DELIVERY FEE	1		0.00	0.00
SALES TAX if applicable (Missouri Sales Tax Exemption to be Provided to Successful Bidder)				

TOTAL BID

36784.64

Schulte Supply Inc
 150 Neptune Ct.
 St. Peters, MO 63376

Quote: S1210297

Schulte Supply, Inc.
150 Neptune Ct
SAINT PETERS MO 63376
636-387-5353 Fax 636-387-5383

Quotation

QUOTE DATE	QUOTE NUMBER
01/31/24	S1210297
ORDER TO:	SALES PRG
Schulte Supply, Inc. 150 Neptune Ct SAINT PETERS MO 63376 636-387-5353 Fax 636-387-5383	1

QUOTE TO: 573-243-3568 Fax 573-243-4588
 City of Jackson, MO
 101 Court Street
 Jackson, MO 63755

SHIP TO:
 City of Jackson, MO
 Brad Noel
 420 Florence Street
 Jackson, MO 63755

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON	
4627	SOUTH HOPE STREET WATE		Tom Brickey	
WRITER	SHIP VIA	TERMS	REQ DATE	PREPAID ALLOWED
Jim Casteel		NET 30 DAYS	02/01/24	Yes
ORDER QTY	PART NO	DESCRIPTION	Net Pric	Est Pric
		MATERIAL ORDER BY 3/1/24, RELEASE BY 3/1/24, SHIP BY 4/1/24. PRICING SUBJECT TO CHANGE AND TERMS. SUBJECT TO AVAILABILITY. * *		
800ft	506	18-0800G 8 DR18 C-900 Gasketed Pipe 20' Lengths	20.247	16197.94
40ft	594	21-0600G 6" SDR21 Class 200 Gasketed Pipe 20' Lengths	9.122	364.90
7ea	1541	7571SS-08 Old8571SS-08 8" MJ R/S Gate Valve W/SS Hardware	1367.000	9569.00
5ea	312	1220-0808-D 101413 8" MJ Tee	239.000	1195.00
1ea	311	1220-0806-D 101475 8" x 6" MJ Tee	198.000	198.00
1ea	310	1220-0804-D 101451 8" x 4" MJ Tee	173.000	173.00
1ea	1266	615102R6340 1546340615102R 5 1/4 Kennedy K81D 3-Way 4.0' Bury, 6" MJ Shoe Painted Red	2690.000	2690.00
1ea	1539	7571SS-04 Old8571SS-04 4" MJ R/S Gate Valve W/SS Hardware	672.000	672.00
1ea	7711	1241-0418-D 4" x 18" Anchor Coupling ** Nonstock item **	178.000	178.00
2ea	340	1241-0618-D 6" x 18" Swivel x Swivel	193.000	386.00

*** Continued on Next Page ***

Schulte Supply, Inc.
150 Neptune Ct
SAINT PETERS MO 63376
636-387-5353 Fax 636-387-5383

Quotation

QUOTE DATE	QUOTE NUMBER
01/31/24	S1210297
ORDER TO:	PAGE NO
Schulte Supply, Inc. 150 Neptune Ct SAINT PETERS MO 63376 636-387-5353 Fax 636-387-5383	2

QUOTE TO: 573-243-3568 Fax 573-243-4588
 City of Jackson, MO
 101 Court Street
 Jackson, MO 63755

SHIP TO:
 City of Jackson, MO
 Brad Noel
 420 Florence Street
 Jackson, MO 63755

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALES PERSON	
4627	SOUTH HOPE STREET WATE		Tom Brickey	
WRITER	SHIP VIA	TERMS	DATE	FREIGHT ALLOWED
Jim Casteel		NET 30 DAYS	02/01/24	Yes
ORDER QTY	PART NO	DESCRIPTION	Net Prc	Est Prc
8ea	8903	Anchor Coupling 1241-0818-D 8" x 18" Anchor Coupling ** Nonstock item **	284.000	2272.00
8ea	34701	VB2842 5 1/4" Sigma Valve Box Adapter For 6" PVC Pipe Less Cover (Top Hat)	25.000	200.00
8ea	35624	VB2841W 5 1/4" Sigma Valve Box Cover Marked "Water" for the Sigma VB2842 (Top Hat)	15.000	120.00
1ea	43115	2197-01-1001 4" VALVE BOX ADAPTER LID MARKED "WATER" 5 9/16" O.D. ** Nonstock item **	65.000	65.00
2rl	23639	1230B-HS-0500 Copperhead 12 Gauge AWG 30 Mil Blue Jacket 500' Rolls (4 rolls in a box)	95.000	190.00
1ea	1540	7571SS-06 10106007571SS 6" MJ R/S Gate Valve W/SS Hardware	858.000	858.00
30ea	442	1295-08-N 461203 8" SMJ Gland Pack	36.000	1080.00
4ea	450	1296-08-N 500032 8" Transition Gland Pack	38.000	152.00
4ea	441	1295-06-N 461180 6" SMJ Gland Pack	33.000	132.00
3ea	440	1295-04-N 461166 4" SMJ Gland Pack	24.000	72.00
4ea	2579	LUBE-QT Quart Pipe Lubricant *	4.950	19.80

*** Continued on Next Page ***

Schulte Supply, Inc.
150 Neptune Ct
SAINT PETERS MO 63376
636-387-5353 Fax 636-387-5383

Quotation

QUOTE DATE	QUOTE NUMBER
01/31/24	S1210297
ORDER TO:	
Schulte Supply, Inc. 150 Neptune Ct SAINT PETERS MO 63376 636-387-5353 Fax 636-387-5383	
PAGE NO.	3

QUOTE TO: 573-243-3568 Fax 573-243-4588
 City of Jackson, MO
 101 Court Street
 Jackson, MO 63755

SHIP TO:
 City of Jackson, MO
 Brad Noel
 420 Florence Street
 Jackson, MO 63755

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON	
4627	SOUTH HOPE STREET WATE		Tom Brickey	
WRITER	SHIP TO *	TERMS	BID DATE	FREIGHT ALLOWED
Jim Casteel		NET 30 DAYS	02/01/24	Yes
ORDER QTY	PART NO.	DESCRIPTION	NET P/G	GST P/G
		* FREE DELIVERY TAXES NOT INCLUDED		
			Subtotal	36784.64
			S&H CHGS	0.00
			Amount Due	36784.64

This is a Quotation.

Prices are subject to change without notice.
 Applicable taxes extra.

Missouri Public Utility Alliance relative to the Mutual Aid Agreement

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 *MISSOURI PUBLIC UTILITY ALLIANCE* RELATIVE TO THE *MUTUAL AID AGREEMENT*; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

WHEREAS, the Mayor and Board of Aldermen have heretofore been presented a contract marked Exhibit A and 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 marked Exhibit A and attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **Missouri Public Utility Alliance**. 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: February 5, 2024.

SECOND READING: February 5, 2024.

PASSED AND APPROVED this 5th day of February, 2024, by a vote of ____ ayes, ____ nays, ____ abstentions and _____ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk

Mutual Aid Policy & Procedures



2200 Maguire Blvd.
Columbia, MO 65201
573-445-3279 ~ 573-445-0680 (fax)
MPPUA.org

Table of Contents

	Page
Utility Mutual Aid Policy.....	2
Process for Participation in Mutual Aid	4
When You Plan	4
Before You Call	7
Call The MPUA Mutual Aid Coordinator.....	7
What Happens When You Get A Call For Help	7
When You Respond With Help.....	8
When The Emergency Is Over	9
Mutual Aid Charges/Reimbursable Expenses	9
Insurance Coverage	10
Participating City Assistance.....	11
MPUA Assistance	11
Mutual Aid Agreement.....	13
MPUA Mutual Aid Coordinator Reference Sheet.....	16
Sample Ordinance for MPUA Mutual Aid Policy and Agreement.....	17

Missouri Public Utility Alliance Mutual Aid Policy

The Missouri Public Utility Alliance (“MPUA”), an independent interlocal body corporate and politic pursuant to §§ 70.210 through 70.320, RSMo., determined a need exists for its municipal utility members to offer assistance to each other in the event of an emergency that affects the operation of their respective utilities. The MPUA Mutual Aid Policy allows only the Missouri, Arkansas, Mississippi, and Nebraska municipal utility MPUA Members, the MPUA RSC, (hereafter, “MPUA Member(s)” or “Member(s)”) to participate in this program.

These public entities are empowered to make and enter into mutual aid agreements with other public and private agencies within and without the state for reciprocal emergency aid.¹ Mutual aid agreements establish the terms under which one party sends resources (i.e. personnel, teams, facilities, equipment and supplies) to another party. The MPUA Mutual Aid Policy is designed to allow MPUA Members, to their mutual benefit, to obtain assistance, account for, order, and mobilize outside resources efficiently and effectively. This Policy is designed to support and aid MPUA Members in building secure and resilient utility systems.

Benefits of joining the MPUA Mutual Aid program rather than simply having a verbal agreement are as follows:

- a. An oral agreement may not satisfy applicable legal requirements,
- b. Oral agreements inevitably lack sufficient detail to account for the various scenarios that can develop in emergency situations,
- c. Oral agreements often result in misunderstandings between the participating entities which in turn may create ill will between the parties possibly compromising the effectiveness of the plan,
- d. Oral agreements greatly increase the exposure of participating entities to civil liability arising from rendering or receiving aid, and
- e. Finally, participating entities would not qualify for disaster relief from FEMA because FEMA requires local mutual assistance programs to be in writing and appropriately authorized.

This Policy manual does not provide legal authority or direction and does not supersede MPUA Members’ applicable legal authorities or the constraints of those authorities having jurisdiction. MPUA Members should consult with their applicable legal authorities before entering into this, or any other, mutual aid agreement.

You Are Part of a Team

As a Member of MPUA, you are part of a team. Along with your fellow Member municipal utilities, you may either request or provide emergency assistance when a natural disaster or emergency threatens service to the customers. All mutual aid is completely voluntary. A Member utility may accept or decline aid from any other participating Member. An actual disaster

¹ See Missouri §44.090, RSMo., Arkansas §12-75-119(i) A.C.A., Mississippi §33-15-19, Miss. Code Ann., and Nebraska §81-829.48(2), R.R.S. Neb. **NOTE: Nebraska law requires the Nebraska Governor’s approval for such mutual aid agreements with cities and entities outside the State of Nebraska.**

declaration is not necessary to utilize this mutual aid program. When a participating Member utility finds itself in a situation lacking the necessary resources to meet an emergency, such member can turn to the MPA Mutual Aid Program to help provide the needed economic and logistical efficiencies to support any gaps in resources and capability. It is this spirit of cooperation, neighbor helping neighbor, that has given strength and reliability to the MPA member utility systems for many years.

The following information will serve as standard procedure, under the MPA Mutual Aid Policy, whenever emergency assistance is needed. Please read it carefully so you will be able to place a call for help or respond to one in the event of an emergency. Should your utility require emergency assistance and if you need help making calls for aid, the MPA Mutual Aid Coordinator will provide communication support. Depending on the extent of the emergency or your city location within the mutual aid region, utilities from outside your region may also be called upon to assist you.

The Time to Prepare is Now

A municipal utility's degree of preparedness will have a direct effect on the success of your recovery effort in the event of an emergency. The time for planning is before the emergency occurs. The MPA Mutual Aid Program is designed to be utilized under conditions when time is of the essence to save lives, prevent human suffering, and/or mitigate property damage following an emergency. Take the time to read the suggested steps in this manual and implement the advanced planning necessary to secure your utility against a natural disaster, accident or other emergency. Some important preparedness steps you should take are as follows:

1. Designate a Utility Emergency Response Facilitator.
2. Utility staff should be familiar with all elements of the MPA Mutual Aid Policy.
3. Train employees in their emergency roles during an emergency and rehearse mock disasters.
4. Establish protocols for communication, including pre-arranged communication frequencies and procedures which will be critical for effective execution. These protocols may include guidance on data services, backup systems and common alerting protocols that are necessary to establish on the scene coordination and communications for multijurisdictional responses.
5. Maintain an inventory of essential equipment. Keep an open purchase order with various vendors for use in emergency situations to avoid delays caused by the need for purchase authorization.
6. Assess the utility's vulnerable areas and make regular improvements to minimize these weaknesses.
7. Organize off-site backup systems for important utility functions, including computer programs and record keeping.

Restoration and Protection Through Mutual Aid

Planning for an emergency before it happens will not prevent the emergency from occurring. It will, however, enable an effective response to more effectively to minimize property damage and even save lives. Cooperation with Member municipal utilities through MPUA will ensure that your utility has the resources it needs to respond expeditiously and efficiently to restore your utility system, thereby protecting your customers and your community.

Process for Participation in Mutual Aid

To become a participating Member of the MPUA Mutual Aid Program the following is required prior to any request for assistance under the program:

1. The MPUA Member will pass by ordinance or resolution authorization for the MPUA Member to enter into the MPUA Mutual Aid Program (See Sample Ordinance at page 17 herein);
2. For Nebraska cities only, the MPUA Member will provide written verification of the Nebraska Governor's approval to enter into this out of state agreement pursuant to §81-829.48(2), R.R.S. Neb.;
3. The MPUA Member's executive officer will then execute the MPUA Mutual Aid Agreement (attached hereto and incorporated by reference);
4. The MPUA Member will provide MPUA with an executed copy of the MPUA Mutual Aid Agreement; and
5. The MPUA Member will provide, and update annually on January 2 of each successive year, the contact information for the individual designated as the Member's representative, the Utility Emergency Response (UER) Facilitator who shall be the person in the event of needed aid will be the contact person between the Member requesting aid and the Members rendering aid.

When You Plan

Put Your Plan in Writing

Develop a written plan for your utility to be used in the event of a natural disaster, accident, or other community emergency. Put it in writing; don't leave it as an undocumented idea. Once a strategy has been mapped out, it can be shared with employees and others in the community such as local fire, police, and EMS departments. This will allow them to prepare for their roles in an emergency recovery effort and provide a more rapid and effective response.

Determine Your System's Most Vulnerable Areas

Identify and describe the parts of your system that are the most susceptible to damage. Influences such as extreme weather, including high winds and flooding, highway traffic, construction areas and fire hazards from gasoline can threaten your utility's security.

Don't neglect the protection and recovery of utility business records, legal and financial documents and personnel records.

Establish Priorities for Service in the Community

In the event of a widespread outage, a priority system will be needed for reestablishing service to customers in your community. Who will have the primary responsibility for identifying those customers to receive service first, particularly in winter weather? Analyze the most critical needs among customers and develop a priority system to clarify choices on service assignments during an outage.

Make an Inventory of Available Materials and Services

Evaluate the type of equipment and supplies your utility will need in an emergency. Maintain an inventory of essential equipment. Keep an open purchase order with various local merchants and other industry vendors for use in emergency situations to avoid delays caused by the need for purchase authorization. Develop a list of resources available in the community, such as generators, welders, and trucks. Update the list regularly.

Review and Rehearse Your Recovery Plan With Employees

Discuss with employees the details of the utility's emergency recovery plan. Repairs will begin faster and downtime will be minimized if employees have been trained in emergency response procedures.

Plan in Detail

The following list includes important elements in any emergency recovery program. Before the appropriate planning can begin, a Utility Emergency Response (UER) Facilitator must be designated.

This individual should have the authority to declare when an emergency exists, to direct the service restoration activities during that emergency and to terminate the emergency. The UER facilitator may have to initiate action at any time. Utility management should formally delegate sufficient authority to this person to allow the effective exercise of emergency response duties. This is an important condition, since the UER facilitator may have to contact other city departments, contractors, other electric utilities, suppliers, etc.

Advanced planning should include the following:

1. **Utility Command Center:** An operations center for dispatching work will need to be staffed throughout any emergency recovery operation. The center will:
 - a. take calls and complete outage sheets.
 - b. establish priorities for service.
 - c. communicate with workers and dispatch crews.
 - d. track work in progress.
 - e. coordinate clean-up activities for scattered outages after utility services have been restored.
 - f. track costs associated with recovery procedures.
 - g. provide public information. Personnel should be designated for releasing information to the public. Statements concerning the emergency recovery in

progress should be issued only by those individuals authorized to represent the utility. At this point, it may be advantageous to involve the city's governing body members in this process.

2. **Communication System:** Radio communication is a valuable timesaver in directing work within your city. As necessary, make arrangements with the local radio supplier to provide handheld radios tuned to a common frequency for use by crews. Today, cellular phones are also a valuable tool in the communication system, but depending on the nature of the emergency may be unavailable. Establish a line of command. This will ensure all crews know who is in charge and whom they can go to for direction/assistance.

3. **Fuel and Vehicle Maintenance:** Without power, fuel for utility vehicles, including those arriving from other utilities, may not be available from local gas service stations. Arrangements for fuel deliveries via tank truck from a petroleum dealer should be planned.

If fuel is stored at the utility in above-ground storage tanks, theft protection may need to be added. Also, in the event of a mechanical breakdown, a truck mechanic should be on call.

4. **Traffic Control and Auxiliary Lighting:** Advanced arrangements should be made with local police and fire departments to provide traffic control and auxiliary lighting to crews working in high traffic areas of darkness.

5. **Maps:** System and substation maps, laminated for use outside, will be helpful to crews in understanding the following:
 - a. Where work is to be performed;
 - b. Extent of damage; and
 - c. Source of supply, direction of feed and location of sectionalizing equipment.

6. **Food, Lodging and Support Services for Crews:** The damaged utility shall have the responsibility of providing food and housing for the personnel of the assisting utility from the time of their arrival at the designated location to the time of their departure.

There is a limit to the length of time crews can work effectively and safely without sleeping. Supervisors need to watch workers for symptoms of severe fatigue and provide an opportunity for rest. Other support services that may be necessary for outside work crews are:

- a. cash for workers' expenses.
- b. check cashing arrangements.
- c. telephone service.
- d. laundry service.
- e. local transportation.

Before You Call

Survey the Damage

Survey the location and severity of damage to your system before calling to request help.

Make a Quick Inventory of Specific Needs

Put together a short list of specific personnel, equipment, and materials you will need before you place a call. Identify areas of need (i.e. substations, transformer banks, distribution, service connections and pressure regulating stations), and the jobs for which you need assistance. This is essential to avoid unneeded personnel, equipment, and resources being sent.

Call The MPUA Mutual Aid Coordinator

If the situation is such that you cannot make calls for assistance yourself, call the MPUA Mutual Aid Coordinator. If telephone or normal radio contacts cannot be made, utilize the State Highway Patrol or County Sheriff to request help.

- Describe:**
- The nature of the emergency in your community.
 - Type of help, equipment, and number of crews your utility requires.
 - Other sources of help already contacted, such as neighboring utilities or private contractors.
 - Detail will alleviate and discourage the deployment of unnecessary resources.
- Indicate:**
- Where crews should report when they arrive in your city.
 - Estimated time (hours, days) crews will be needed.
- Establish:**
- Person who will serve as the Utility Emergency Response (UER) Facilitator, and the phone number to receive calls from the MPUA Mutual Aid Coordinator.
 - Time when you will re-contact the MPUA Mutual Aid Coordinator if incoming calls to your utility are not possible.

What Happens When You Get A Call For Help

- Contact:**
- Initial call will come from the MPUA Mutual Aid Coordinator. A utility representative should be designated to receive calls as part of the MPUA Mutual Aid Program. Both a primary and a backup representative should be identified in the event help is needed on weekends or after regular working hours.
- Response:**
- The decision to respond to the call for help is completely voluntary. Each participating Member may decide to offer assistance or may decide not to offer assistance. That decision is completely at the discretion of the utility receiving the call for help.

- Advise:**
- Responding Member will advise the MPUA Mutual Aid Coordinator AND the requesting Member (if possible) of its availability and the personnel, equipment, material, or other resources it can provide and for what period of time.
 - Requesting Member will then advise the number and type of personnel, equipment, material, or other resources that are needed along with an estimate as to the period of time (days, weeks) they will be needed.
- Determine:**
- Which personnel and what equipment, materials, and/or resources will be sent.
 - Give the requesting Member (if possible) AND the MPUA Mutual Aid Coordinator the names of utility personnel who will be sent to assist a neighboring community. Be specific. Explain in detail what equipment will be taken, e.g. aerial devices, digger derricks, poles, transformers, backhoes, welders, etc.
- Provide:**
- Responding Member will provide Certificates of Insurance to the requesting Member utility.
- Establish:**
- Day and time for personnel and equipment to be provided.
 - Location responding personnel and equipment are to report for service assignments.
 - Name of person responding Member is to contact, along with that person's contact information.
 - Address, and person (if applicable) that the responding Member is to send its invoice following the rendering of aid.
- Confirm:**
- Directions for Travel and Where crews are to report. In the event main roads into and in a community are closed, determine what route is available for travel.

When You Respond With Help

Estimate Time Involved for Your Utility Personnel

Utility crews will need to know the approximate time they will need to be away from home. If an overnight stay is anticipated, workers should plan appropriately and include personal items for an extended work schedule.

Share Information with Your Utility Personnel Before They Depart

Don't assume workers understand the nature of their roles in the mutual aid program. Explain your utility's involvement in the MPUA Mutual Aid Program and specifically what duties your workers will be expected to perform. Provide them with information on where to report once they arrive in the neighboring community.

Document Time and Cost

Mutual aid assistance is provided according to the principles specified under “Mutual Aid Charges/Reimbursable Expenses”. Document time and materials used by your utility personnel so reimbursement can be made by the assisted utility.

When The Emergency Is Over

Terminate Emergency Operations

At some time, the greater portion of the system will have been restored to service. Meanwhile, the normal business of the utility has been on hold. At that time, the UER facilitator should formally terminate the emergency operation and return workforces and resources to normal operation. However, some restoration work may still be required as crew time is available.

Accounting Reconciliation

During the challenge of restoring the integrity of the utility’s systems, inventory may shrink unnoticed. Proper accounting of material, labor, food, fuel, and a host of other items may be neglected because the personnel who normally monitor these facets of operation are assisting in the all-out effort to restore essential utility services.

However, a day of reckoning will come especially for the public body. The UER facilitator must be a ready resource person to whom the accounting section can look for correct answers to their concerns about the disposition of city property and funds. Although the emergency is formally over, it is not over for the UER facilitator until all accounting work is completed.

Evaluate the Effectiveness of the Response to the Emergency

Major emergency restoration work is seldom perfect. Superior performance should be praised, but ignoring things that did not go well or mistakes that could have easily caused injury or death is not wise. Mistakes must be addressed.

The UER facilitator is obligated to work with management in completing a review of the response to this emergency. That review should be factual and dispassionate. Lessons learned should be identified and submitted to MPPA for the benefit of all Members.

Mutual Aid Charges/Reimbursable Expenses

The terms and conditions governing reimbursement for any assistance provided under the Mutual Aid Program shall be in accordance with the following provisions:

1. **Personnel:** During the period of assistance, the assisting utility shall continue to pay its employees according to its prevailing rules and regulations. The utility receiving aid shall reimburse the assisting utility for all direct or indirect payroll

costs and expenses incurred during the period of assistance, including but not limited to, employee pensions and benefits as defined in Account No. 926 of the Uniform System of Accounts as prescribed by the Federal Energy Regulatory Commission.

2. **Equipment:** The assisting utility shall be reimbursed for the use of its equipment during the period of assistance according to either a pre-established hourly rate or according to the actual operation and maintenance expenses incurred.
3. **Material and Supplies:** The assisting utility shall be reimbursed for all materials and supplies furnished by it and used or damaged during the period of assistance unless such damage is caused by negligence of the assisting utility's personnel. The measure of reimbursement shall be the replacement cost of the materials and supplies used or damaged, plus ten (10) percent of such cost. In the alternative, the parties may agree that the damaged utility will replace, with a like kind and quality as determined by the assisting utility, the materials and supplies used or damaged.
4. **Payment:** The assisting utility shall bill the utility receiving aid for all reimbursable expenses not later than forty-five (45) days following the return of all of the assisting Member's personnel and equipment to their regular place of work or assignment, or otherwise terminated through written or verbal notice of the requesting or assisting Member's UER Facilitator. The utility receiving aid shall pay the bill in full as directed by the assisting utility. The assisting utility must document sufficiently to support its claims for reimbursable expenses.

Insurance Coverage

Each public and/or private entity participating in the MPUA Mutual Aid Program shall be responsible for its own actions and those of its employees and is responsible for complying with its respective state's Workers' Compensation laws and motor vehicle financial responsibility laws. To the extent permitted by law and without further waiving sovereign or municipal immunity, each participating Member to this mutual aid program will be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions and the actions of its personnel in providing mutual aid assistance rendered or performed pursuant to the terms and conditions of this MPUA Mutual Aid Policy. Specifically, each City participating in the MPUA Mutual Aid Program, shall confirm with their insurance carrier that the city's insurance coverage continues for employees working outside their home city as long as that individual is working as an agent of his/her city and not in a freelance capacity.

In addition, the assisting city shall provide proof of insurance for automobiles, workers compensation, and general liability insurance. Each city should have in its file a letter from their own insurance carrier authorizing them to work under the guidelines of this mutual aid process, and that there will be no lapse in their insurance coverage either on employees, vehicles, or general liability. A city may satisfy this requirement through self-insurance and/or through one or more insurance policies.

In the event of an accident, insurance deductibles on vehicles are paid, up to a maximum of \$1,000, by the utility receiving services. These deductibles vary by policy.

Consistent with the principles of sovereign and municipal immunity, under no circumstances shall the assisting city, its officers or employees, be liable to the requesting city, its officers, employees, inhabitants, or others, for any damages arising in any way as a result of the rendering of such aid or the failure to respond to a call for such aid. Also, under no circumstances shall the city requesting aid be liable to the assisting city, its officers, employees, inhabitants, or others for any damage arising in any way from the response to such a request for aid or the rendering thereof. However, in the event of willful misconduct or recklessness by either the assisting city, the requesting city, their officers or employees, these limitations of liability shall not apply.

Participating City Assistance

It is a participating Member's individual responsibility to determine whether, in its sole discretion, responding to a mutual aid request for support is practicable and advisable. If a participating Member is called upon and determines that it is not practicable or advisable to respond to the request, the request and lack of response shall not constitute or establish a basis for any claim against any participating Member that fails or declines to respond.

Likewise, any participating Member, who has requested assistance, may decline such assistance in order to avoid excessive and unnecessary expenses or for any other reason the requesting Member, in its sole discretion, determines to decline such offered assistance.

The MPUA Mutual Aid Policy does not preclude participating Members from entering into supplementary and/or additional agreements for mutual aid with the State of Missouri, other states, other governmental and/or private entities.

MPUA Assistance

MPUA's sole responsibility is to facilitate the participation of Member cities in emergency assistance for their mutual benefit. MPUA receives no consideration as a result of this Agreement, and MPUA IS NOT RESPONSIBLE FOR ANY OF THE ASSISTANCE PERFORMED OR THE FAILURE TO PERFORM ASSISTANCE UNDER THIS PROCESS. Consequently, to the extent

permitted by law,² the assisted city shall indemnify and hold harmless MPUA for and against any claim brought against MPUA as a result of any assistance rendered or not rendered to the assisted city, and shall pay or reimburse MPUA for any and all costs, expenses and losses which are actually sustained or incurred by MPUA as a result of any assistance rendered or not rendered to the assisted city.

[REMAINDER OF PAGE LEFT BLANK]

² The Mutual Aid Agreement is a public “construction work” agreement for repair of utility structures between political subdivisions. Section 434.100, RSMo. applies to both public and private “construction work” agreements (§434.100.1, RSMo). The rule provided for in Section 434.100 does not apply to “a contract or agreement between state agencies or political subdivisions or between such governmental agencies.” (§434.100.2(3), RSMo.). In addition, §434.100.3 specifically states “[f]or purposes of this section, “construction work” shall include, but not be limited to, the construction, alteration, maintenance or repair of any building, structure, highway, bridge, viaduct, or pipeline, or demolition, moving or excavation connected with, and shall include the furnishing of... engineering, planning, or management services, or labor, materials or equipment, in connection with such work.” Indemnification is not prohibited by a political subdivision, including a municipality, when it arises out of a contract or agreement for “construction work.”

MPUA MUTUAL AID AGREEMENT

In consideration of the mutual commitments given herein, each of the signatories (hereafter referred to as “Party” or collectively as “Parties”) to the MPUA Mutual Aid Policy agrees as follows:

Whereas, the laws of the States of Missouri, Arkansas, Mississippi, and Nebraska provide that these public entities are empowered to make and enter into Mutual Aid Agreements with other public and private entities to more effectively allocate utility services, and other public safety services and resources during emergency situations;

Whereas, the Parties to this Agreement do not possess all of the necessary resources to cope with every possible emergency or disaster by themselves, and an efficient, effective response can best be achieved by the application and leveraging of the collective resources of the Parties;

Whereas, the Parties to this Agreement have determined that it is in their collective best interest to develop and implement comprehensive preparedness plans and conduct joint exercises in advance of a sudden and immediate need to enhance the efficiency and effectiveness of their response to any emergency or disaster;

Whereas, it is desirable that each of the Parties hereto, within their sole discretion, should provide aid and assistance to each other in the event of an emergency situation by the interchange and exchange of utility personnel, equipment, resources, and services; and

Whereas, it is necessary and desirable that this Mutual Aid Agreement be executed for the interchange and exchange of such mutual assistance to the Parties of the MPUA Mutual Aid Program.

Now, therefore, it is hereby agreed by and between each and all of the Parties hereto as follows:

1. Mutual Aid Voluntary: Participation in the MPUA Mutual Aid is completely voluntary. No Party is required to provide mutual aid, no Party is required to accept mutual aid under the MPUA Mutual Aid Policy and this Agreement.
2. Request For Aid: The requesting Party to this Agreement will make its request for mutual aid through the MPUA Mutual Aid Coordinator within a reasonable time after aid is needed and with reasonable specificity.
3. Compensation: The requesting Party agrees to compensate the Party providing the mutual aid as specified in the MPUA Mutual Aid Policy. This includes the period of time beginning with the departure of any personnel and/or equipment of the assisting Party from any point for the purpose of traveling to provide assistance exclusively to the requesting Party and ending on the return of all of the assisting Party’s personnel and equipment to their regular place of work or assignment, or otherwise terminated through written or verbal notice of the requesting or assisting Party’s UER Facilitator.
4. Discretionary rendering of aid: Rendering of mutual aid, pursuant to this Agreement, is entirely at the discretion of the Party who has been requested to provide mutual aid. This

Agreement of mutual aid is expressly not contingent upon a declaration of a major disaster or emergency by the federal or state governments or upon receiving federal or state funds.

5. Invoice to the requesting Party: The assisting Party shall invoice for all reimbursable expenses, as set out in the MPUA Mutual Aid Policy, not later than forty-five (45) days following the return of all of the assisting Party's personnel and equipment to their regular place of work or assignment, or otherwise terminated through written or verbal notice of the requesting or assisting Party's UER Facilitator. The requesting Party, who received mutual aid, shall pay the invoice as directed by the assisting Party, who rendered aid.
6. Documentation of expenses: The assisting Party must document sufficiently all expenses to support its claims for reimbursement of such expenses.
7. MPUA Mutual Aid Policy controls: The Parties to this Agreement agree and acknowledge they have read the MPUA Mutual Aid Policy which the terms and conditions thereof control this Agreement. The Parties to this Agreement expressly agree to all terms and conditions contained in the MPUA Mutual Aid Policy on the date of each Party's final execution of this Agreement.
8. Insurance Requirements: Each Party participating in mutual aid shall be responsible for its own actions and those of its employees and is responsible for obtaining and maintaining the following insurance:
 - a. Workers Compensation: Each Party shall comply with its respective state's Workers' Compensation law, including extraterritorial coverage as required.
 - b. Automobile Liability Coverage: Each Party shall comply with its state's motor vehicle financial responsibility laws, including extraterritorial coverage as required.
 - c. General Liability Coverage: To the extent permitted by law, each Party shall be responsible for any and all claims demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions and the actions of its personnel in providing mutual aid assistance rendered or performed pursuant to the terms and conditions of this Agreement and in accordance with the MPUA Mutual Aid Policy.
9. Limitation of Liability: The execution of this Agreement shall not give rise to any liability or responsibility for failure to respond to any request for assistance made pursuant to this Agreement. This Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third party or third parties, and no third party or third parties shall have any right of action whatsoever hereunder for any cause whatsoever against any Party, including MPUA.
10. MPUA's Role: The Parties acknowledge MPUA's sole role is the facilitation and coordination of the Parties' efforts to render reciprocal mutual aid when such needs arise. The Parties further acknowledge that MPUA receives no consideration for its role in this program but has agreed to facilitate the program for the sole benefit of the Member cities.

11. Term of the Agreement: This Agreement shall become effective as to each individual participating Party when it is approved and executed by that Party. The Agreement shall remain in effect as between each and every Party until participation in this Agreement is terminated by the Party in writing. Termination of participation in this Agreement by a Party shall not affect the continued operation of this Agreement as between the remaining Parties. Any Party to this Agreement may terminate participation in this Agreement upon thirty (30) days written notice addressed to the MPUA Mutual Aid Coordinator.

12. Modification or Amendment: This MPUA Mutual Aid Agreement and/or the MPUA Mutual Aid Policy may be modified and/or amended in writing signed by all participating Members. Failure to agree to an amendment will result in that participating Member terminating this Agreement.

13. Counterparts: The Parties may execute this Mutual Aid Agreement in one or more counterparts, with each counterpart being deemed an original Agreement, but with all counterparts being considered one Agreement.

14. Execution of Agreement: Each Party hereto has read, agreed to, and executed this mutual aid Agreement on the date indicated. The executor of this Agreement states they have the necessary authority from their jurisdiction or entity to bind their respective jurisdiction or entity named herein, and that all proper municipal/entity approval(s) to enter into this Agreement have been granted and/or approved.

In Witness Whereof, this Agreement has been approved and executed, and is effective and operative as to each of the Parties, who fully execute this Agreement, as herein provided.

_____, Date _____

_____, Date _____

Signature and Title
City of _____

Attested by: _____, Date _____
Signature and Title

**Please send signed Agreement
and completed MPUA Mutual Aid Coordinator Reference Sheet to:**
MPUA
ATTN: Konda Bentley
2200 Maguire Blvd.
Columbia, MO 65201

MPUA MUTUAL AID COORDINATOR REFERENCE SHEET
(This sheet MUST accompany the signed Mutual Aid Agreement)

CITY OF _____

Designated Utility Emergency Response (UER) Facilitator Contact Information:

Name: _____
Address: _____
Office Phone: _____
Cell Phone: _____
Email: _____

Are there special provisions affecting overtime hours worked by your employees?

Yes _____ No _____

Please describe those provisions or terms: _____



Brookside Restroom and Pavilion Roofing Project
Bid Opening 10:30 AM, Tuesday, January 9, 2024

Company	Base Bid
Cape Construction & Roofing	\$9,504. ⁰⁰
Tadt Roofing	\$8,800. ⁰⁰
BP Roofing	\$14,085. ⁰⁰

Witness: Kacil Walley

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 *TODT ROOFING & CONSTRUCTION, INC., OF CAPE GIRARDEAU, MISSOURI*, RELATIVE TO THE *BROOKSIDE PARK ROOFING REPLACEMENT 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 marked Exhibit A and 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 marked Exhibit A and attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **Todt Roofing & Construction, Inc., 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: February 5, 2024.

SECOND READING: February 5, 2024.

PASSED AND APPROVED this 5th day of February, 2024, by a vote of _ ayes, _ nays, _ abstentions and _ absent.

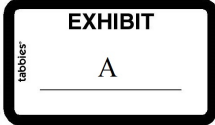
CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk



BROOKSIDE PARK ROOFING REPLACEMENT PROJECT
CONTRACT AGREEMENT

THIS CONTRACT (the “**Contract**”) is entered into this _____ day of _____, 20 _____, by and between the **CITY OF JACKSON, MISSOURI**, Owner of the Project, hereinafter referred to as “**City**”, and **Todt Roofing & Construction, Inc.** hereinafter referred to as “**Contractor**,” in connection with that work or improvement known as the Brookside Park Roofing Replacement Project to be completed for the City located at Brookside Park.

WHEREAS, the City has selected the aforesaid Contractor for the Project and by Ordinance No. _____ has awarded the Contractor the Contract for the amount named in the proposal/bid from the Contractor dated January 9, 2024, a copy of which is incorporated herein.

NOW, THEREFORE, the parties agree as follows:

- A. The Contract Documents for the Project include the Specifications and Proposal Documents which are attached hereto and made a part hereof as Exhibit 1. 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 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

Eight thousand, eight hundred dollars and zero cents (\$8,800.00)

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:

Liza Walker, City Clerk

Address:
101 Court Street
Jackson, Missouri 63755

CONTRACTOR:

Todt Roofing & Construction, Inc.

Contractor Name

Sarah McConnell
Signature

Sarah McConnell
Printed Name

Office manager
Title

ATTEST:

Signature

Printed Name

Title

Address:

2905 Valley Creek Rd.

Cape Girardeau, MO 63701

**CITY OF JACKSON, MISSOURI
BROOKSIDE PARK ROOFING REPLACEMENT PROJECT
SPECIFICATIONS AND PROPOSAL DOCUMENTS**

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

SCOPE OF WORK: Repair and replacement of roofing materials on the Brookside Park restroom and pavilion.

LOCATION OF WORK: Brookside Park – 210 Veterans Memorial Drive
See Exhibit A for the Location Map.

MATERIAL SPECIFICATIONS:

Restroom:

- Remove and dispose of current shingle roof
- Replace any rotten decking found (3 expected)
- Install pipe boot 1-3"
- Install synthetic underlayment
- Install ice & water barrier in valleys, around all protrusions, and as underlayment
- Install drip edge: GAF (Slate Gray)
- Install GAF Timberline HDZ AR Shingles (Pewter Gray), 4-6/12
- Install GAF Seal-A-Ridge Hip & Ridge Cap Shingles (Pewter Gray)

Pavilion:

- Remove and dispose of current shingle roof
- Replace any rotten decking found
- Install synthetic underlayment
- Install ice & water barrier in valleys, around all protrusions, and as underlayment
- Install drip edge: GAF (Slate Gray)
- Install GAF Timberline HDZ AR Shingles (Pewter Gray), 4-6/12
- Install GAF Seal-A-Ridge Hip & Ridge Cap Shingles (Pewter Gray)

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.

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 the individual unit price values provided to the City by the Contractor on the proposal sheet, 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 proposal herein.

COMMUNICATIONS: The Contractor shall be responsive to City communications via phone, text, email, or in person.

PERMITS AND LICENSES: The Contractor shall, at its 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 the National Electric Code, 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.

CONTRACTOR'S UNDERSTANDING: It is understood and agreed that the Contractor has, by careful examination, satisfied himself/herself 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: Reasonable care shall be taken when working in the vicinity of people, vehicles, buildings, and property.

COMPLETION DATE: The Contractor 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.

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 the use of City's facilities, buildings, equipment or infrastructure 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.

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.

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.

CHOICE OF LAWS 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.

WARRANTY: Contractor will issue a one-year labor and material warranty for workmanship. If there is a failure, the Contractor will provide free labor and material to correct these problem(s).

ENTIRE AGREEMENT: This Contract contains the entire agreement between the parties and supersedes all prior or contemporaneous written or oral communications. This Contract may not 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.

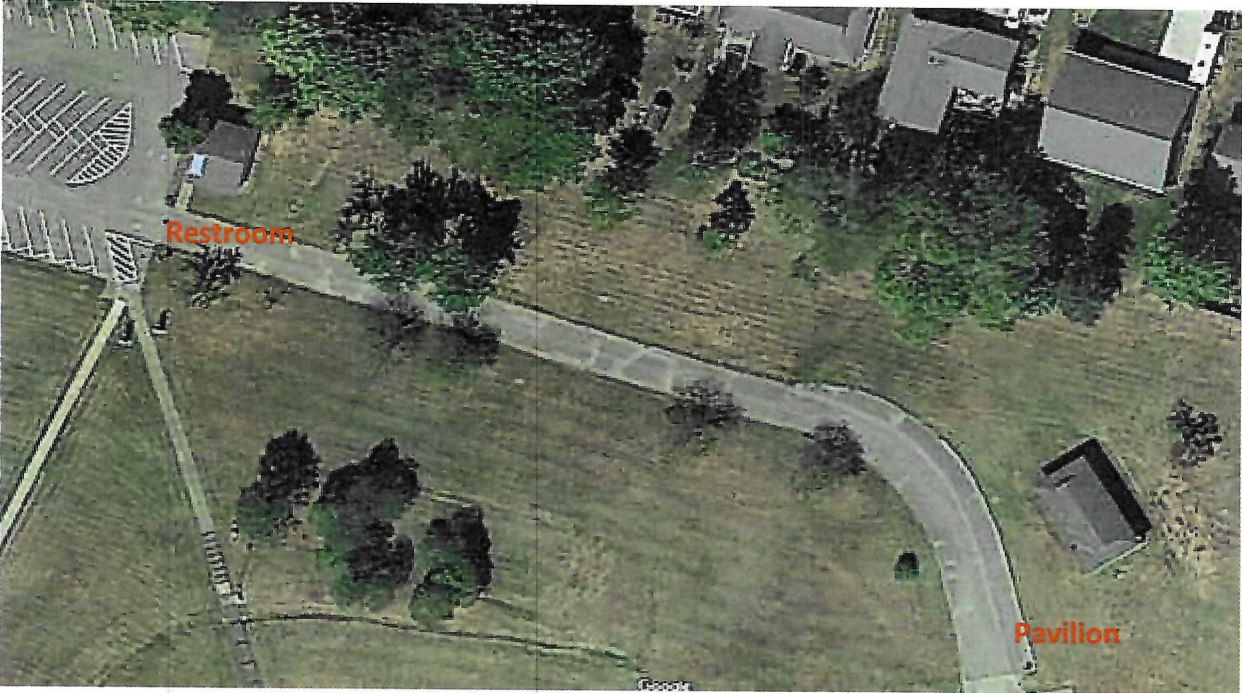
SUCCESSORS AND ASSIGNS: The terms, covenants, and conditions of this Contract shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the respective parties to this Contract.

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.

EXHIBIT INDEX

EXHIBIT A – Location Map



BILL NO 24-__

ORDINANCE NO. 24-__

AN ORDINANCE ACCEPTING THE PLAT OF STRODER’S INDUSTRIAL PARK SUBDIVISION; ACCEPTING DEDICATION OF EASEMENTS, STREETS AND PROPERTIES DESCRIBED; ACCEPTING RESTRICTIONS, IF ANY, FILED THEREWITH; AUTHORIZING THE RECORDING OF SAID PLAT; ACCEPTING IMPROVEMENTS CONSTRUCTED OR TO BE CONSTRUCTED AND INDICATED ON SAID PLAT; REPEALING ALL ORDINANCES IN CONFLICT THEREWITH.

WHEREAS, Trussworks Realty Missouri, LLC, has platted Stroder’s Industrial Park Subdivision part of which is located within the corporate limits of the City of Jackson, Missouri; and,

WHEREAS, the developer has designed the required improvements and has committed to construct said improvements; and,

WHEREAS, the developer has complied with all of the city ordinances and, in particular, Chapter 57 of the Code of Ordinances of the City of Jackson, Missouri.

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

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, do hereby accept the final plat of Stroder’s Industrial Park Subdivision, which is attached hereto as Exhibit A, including all easements, right-of-way streets and improvements indicated thereon subject to the terms and conditions expressed therein.

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

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

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

FIRST READING: February 5, 2024.

SECOND READING: February 5, 2024.

PASSED AND APPROVED this 5th day of February, 2024, by a vote of _____ ayes,
_____ nays, _____ abstentions and _____ absent.

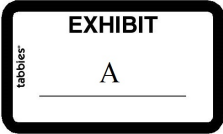
CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk



SUBDIVISION APPLICATION

City of Jackson, Missouri

NAME OF SUBDIVISION: Stroder's Industrial Park Subdivision

DATE OF APPLICATION: 12/27/2023

TYPE OF APPLICATION:

- PRELIMINARY PLAT
- FINAL PLAT
- MINOR SUBDIVISION
- RESUBDIVISION

PROPERTY OWNERS (all legal property owners as listed on current deed, including trusts, LLCs, etc):

Property Owner Name(s): Trussworks Realty Missouri, LLC

Mailing Address: 17251 Kachina

City, State ZIP: College Station, TX 77845

ENGINEER / SURVEYING COMPANY: Koehler Engineers & Land Surveyors

Engineer / Surveyor Contact: Chris Koehler

Mailing Address: 194 Coker Ln.

City, State ZIP: Cape Girardeau, MO 63755

Contact's Phone: 573-335-3026

CONTACT PERSON HANDLING APPLICATION:

Contact Name: Steve Stroder

Mailing Address: 2155 Greensferry Rd.

City, State ZIP: Jackson, MO 63755

Contact's Phone: 573-270-9934

Email Address (if used): sstroder@trussworksllc.net

CURRENT ZONING: (circle all that apply)

- | | |
|---|---|
| <input type="checkbox"/> R-1 (Single-Family Residential) | <input type="checkbox"/> C-1 (Local Commercial) |
| <input checked="" type="checkbox"/> R-2 (Single-Family Residential) | <input type="checkbox"/> C-2 (General Commercial) |
| <input type="checkbox"/> R-3 (One- And Two-Family Residential) | <input type="checkbox"/> C-3 (Central Business) |
| <input type="checkbox"/> R-4 (General Residential) | <input type="checkbox"/> C-3 (Central Business) |
| <input type="checkbox"/> MH-1 (Mobile Home Park) | <input type="checkbox"/> C-4 (Planned Commercial) |
| <input type="checkbox"/> O-1 (Professional Office) | <input type="checkbox"/> I-1 (Light Industrial) |
| <input type="checkbox"/> CO-1 (Enhanced Commercial Overlay) | <input type="checkbox"/> I-2 (Heavy Industrial) |


I-3 (Planned Industrial Park)

Will a rezoning or a special use permit request be submitted in conjunction with the proposed development? YES NO

LEGAL DESCRIPTION OF TRACT: Submit a copy of the most current deed for the property being divided.

OWNER SIGNATURES:

I state upon my oath that all of the information contained in this application is true. *(Signatures of all persons listed on the current property deed and the authorized signer(s) for any owning corporation or trust.)*



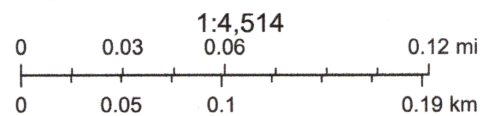
Please submit the completed application along with the applicable application fee to:

Larry Miller
Building & Planning Manager
City of Jackson
101 Court Street
Jackson, MO 63755

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



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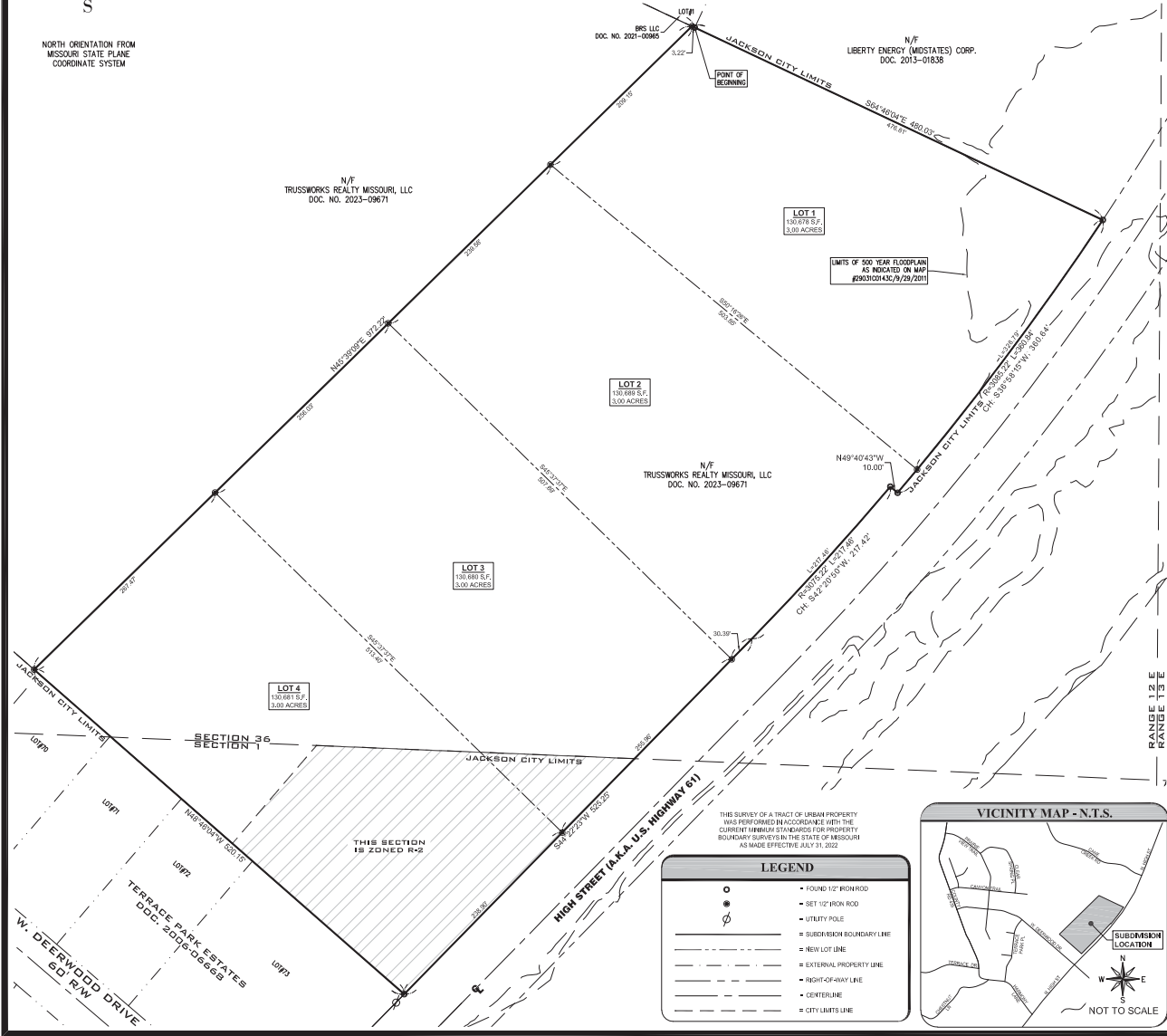
LOCATION MAP

RECORD PLAT FOR STRODER'S INDUSTRIAL PARK SUBDIVISION

ALL OF THAT PART OF FRACTIONAL SECTION 1, TOWNSHIP 31 NORTH, RANGE 12 EAST OF THE FIFTH PRINCIPAL MERIDIAN, BEING IN PART WITHIN THE CITY OF JACKSON, COUNTY OF CAPE GIRARDEAU, AND 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.

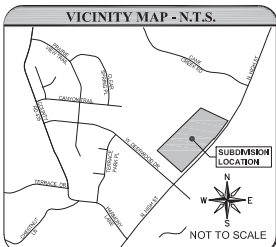


NORTH ORIENTATION FROM MISSOURI STATE PLANE COORDINATE SYSTEM



THIS SURVEY OF A TRACT OF URBAN PROPERTY WAS PERFORMED IN ACCORDANCE WITH THE CURRENT MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS IN THE STATE OF MISSOURI AS MADE EFFECTIVE JULY 31, 2022

LEGEND	
	• FOUND 12" ROUND ROAD
	• SET IRON ROD
	• UTILITY POLE
	— SUBDIVISION BOUNDARY LINE
	- - - NEW LOT LINE
	- - - EXTERNAL PROPERTY LINE
	- - - RIGHT-OF-WAY LINE
	- - - CENTERLINE
	- - - CITY LIMITS LINE



SUBDIVISION NOTES

RECORD OWNER
TRUSSWORKS REALTY MISSOURI, LLC
DOCUMENT NUMBER: 2023-09671

ZONING REGULATIONS
R-2 - SINGLE FAMILY RESIDENTIAL DISTRICT

SETBACKS:
FRONT: ON EACH LOT UPON WHICH A BUILDING IS CONSTRUCTED THERE SHALL BE A FRONT YARD OF NOT LESS THAN THIRTY (30) FEET AND NOT MORE THAN FORTY (40) FEET, EXCEPT WHEN A BUILDING LINE IS ESTABLISHED BY SUCH RECORD PLAT THE FRONT YARD SHALL BE NOT LESS THAN THE SETBACK ESTABLISHED ON THE PLAT AND NOT MORE THAN TEN (10) FEET GREATER THAN THAT SETBACK.

REAR: EVERY LOT OR PARCEL OF LAND UPON WHICH A BUILDING IS CONSTRUCTED SHALL HAVE A REAR YARD OF NOT LESS THAN TWENTY-FIVE (25) FEET.

SIDE: ON EACH LOT UPON WHICH A DWELLING IS CONSTRUCTED THERE SHALL BE A SIDE YARD ON EACH SIDE OF NOT LESS THAN EIGHT (8) FEET. ALL BUILDINGS OTHER THAN RESIDENTIAL BUILDINGS AND RESIDENTIAL ACCESSORY BUILDINGS SHALL HAVE A SIDE YARD OF FIFTEEN (15) FEET.

MAXIMUM HEIGHT:
THIRTY-FIVE (35) FEET AND NOT OVER TWO AND ONE-HALF (2½) STORES ABOVE GRADE.

MINIMUM LOT SIZE:
DETACHED SINGLE-FAMILY DWELLINGS SHALL BE ON A LOT HAVING AN AREA OF NOT LESS THAN EIGHT THOUSAND (8,000) SQUARE FEET AND A WIDTH AT THE FRONT LOT LINE OF NOT LESS THAN SEVENTY-FIVE (75) FEET.

PERCENTAGE OF LOT OCCUPANCY:
ALL BUILDINGS, INCLUDING ACCESSORY BUILDINGS, SHALL NOT COVER MORE THAN THIRTY (30) PERCENT OF THE AREA OF THE LOT.

OWNER AND DEVELOPER OF PROPOSED SUBDIVISION AND PLAT PREPARED FOR:
MR. STEVE STRODER
2270 GREENFERRY ROAD
JACKSON, MISSOURI 64501

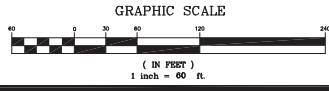
LOT SIZES

TOTAL NUMBER OF LOTS:	4 LOTS
LARGEST LOT AREA:	100,078 SF (3.00 ACRES)
SMALLEST LOT AREA:	100,078 SF (3.00 ACRES)
TOTAL SUBDIVISION AREA:	522,728 SF (12.00 ACRES)

APPROVAL NOTE
THE CITY'S APPROVAL IS ONLY FOR THE PART IN CITY LIMITS WHICH ZONED R-2.

FLOODPLAIN NOTE
NO PORTION OF THE PROPERTY FALLS WITHIN THE 100 YEAR FLOODPLAIN AS INDICATED ON THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 260310104C WITH AN EFFECTIVE DATE OF SEPTEMBER 26, 2011.

PLAT PREPARED BY & SURVEYING SERVICES PROVIDED BY:
KOEHLER ENGINEERING AND LAND SURVEYING, INC.
194 COKER LANE, CAPE GIRARDEAU, MISSOURI 63503
(573) 335-3026



SUBDIVISION DEDICATION

THE UNDERSIGNED, MR. STEVE L. STRODER, PRESIDENT OF TRUSSWORKS REALTY MISSOURI, LLC, OWNER BY FEET OF ALL OF DOCUMENT NUMBER 2023-09671, BY THE CITY OF JACKSON, COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, CONTAINING 12.00 ACRES, MORE OR LESS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF THAT PART OF FRACTIONAL SECTION 1, TOWNSHIP 31 NORTH, RANGE 12 EAST OF THE FIFTH PRINCIPAL MERIDIAN, BEING IN PART WITHIN THE CITY OF JACKSON, COUNTY OF CAPE GIRARDEAU, AND PART WITHIN THE COUNTY OF CAPE GIRARDEAU, AND 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:

BEING at the most westerly corner of Lot 1 of the Jackson North Industrial Park Subdivision, Phase 1, said site being recorded in Document 2014-02837, South 64°40'04" East, 476.83 feet, to the most easterly corner of Liberty Energy (Midstates) Corp. tract, as conveyed in Document 2013-03838, thence bearing said easterly corner and along the west right of way line of U.S. Highway 63, along the arc of a north tangent curve (concave to the northwest) having a radius of 308.22 feet, a distance of 302.84 feet the chord across said arc bears South 35°52'15" West, 300.04 feet; thence along an offset to said west right of way, North 85°00'00" West, 12.00 feet; thence continuing along said west right of way, along the arc of a curve to the right having a radius of 307.22 feet, a distance of 217.46 feet the chord across said arc bears South 42°20'59" West, 217.42 feet; thence South 45°22'25" West, 830.28 feet to a point on the most easterly corner of the Trussworks Realty Missouri, LLC plat being recorded in Document 2009-06668, thence North 45°40'04" West, 830.18 feet; thence North 45°39'09" East, 172.22 feet; thence South 45°40'04" East, 3.23 feet to the place of beginning and containing 12.00 acres, more or less, and being subject to any easements of record.

MR. STEVE L. STRODER, PRESIDENT
STATE OF MISSOURI)
COUNTY OF CAPE GIRARDEAU) (SS)

ON THIS _____ DAY OF _____ A.D. 20____, BEFORE ME, A NOTARY PUBLIC FOR SAID STATE AND COUNTY, PERSONALLY APPEARED MR. STEVE L. STRODER, PRESIDENT OF TRUSSWORKS REALTY MISSOURI, LLC, A MISSOURI LIMITED LIABILITY COMPANY, KNOWN TO ME TO BE THE PERSON DESCRIBED HEREIN, WHO ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS THEIR FREE ACT AND DEED.

IN WITNESS WHEREOF, I HEREBY SET MY HAND AND AFFIX MY OFFICIAL SEAL IN THE FORESAID STATE AND COUNTY, THE DATE FIRST ABOVE WRITTEN.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC _____

I, JAZA WALKER, CITY CLERK OF THE CITY OF JACKSON, MISSOURI, HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE CITY OF JACKSON, MISSOURI.

BY ORDINANCE NO. _____ PASSED
AND APPROVED THIS _____ DAY OF _____ A.D. 20____

JAZA WALKER, CITY CLERK
JANET SANDERS, PUBLIC WORKS DIRECTOR
HARRY DRYER, PLANNING AND ZONING COMMISSION CHAIRMAN
DWAYNE HAHNS, MAYOR

STATE OF MISSOURI) (SS)
COUNTY OF CAPE GIRARDEAU)

FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF DEEDS OF CAPE GIRARDEAU COUNTY, MISSOURI, IN DOCUMENT NO. _____ AT JACKSON, MISSOURI.

ON THIS _____ DAY OF _____ A.D. 20____

ANDREW DAVID BLATTNER
RECORDER OF DEEDS OF CAPE GIRARDEAU COUNTY, MISSOURI

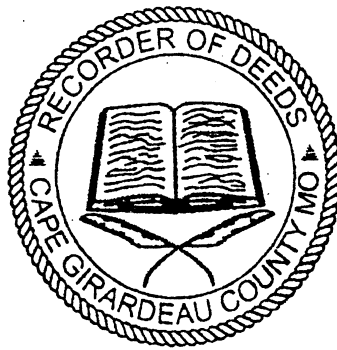
KOEHLER

Professional Engineers & Land Surveyors

194 Coker Lane
Cape Girardeau, Missouri 63501
Ph: (573) 335 - 3026 Fax: (573) 335 - 3049
M/O P.L.S. Corp. Certificate #0000262

DRAWN BY	ISSAN	DATE	REVISION	DESCRIPTION	BY	DATE
CHECKED BY	CHRISTOPHER L. KOEHLER	01/04/24		ADDRESS CITY REVIEW COMMENTS	SD	
DRAWN DATE	OCTOBER 2023					
DRAWING DATE	JANUARY 2, 2024					
DRAWING NO.	3910					

eRecorded
DOCUMENT #
2023-09671



ANDREW DAVID BLATTNER
RECORDER OF DEEDS
CAPE GIRARDEAU COUNTY, MO
eRECORDED ON
11/27/2023 10:42:35 AM
REC FEE: 30.00
PAGES: 3

WARRANTY DEED

This Warranty Deed made and entered into this 24th day of November, 2023, by and between **Larry D. Borgfield, Trustee of the Larry D. Borgfield and Audrey Borgfield Joint Revocable Trust Agreement dated June 6, 2017**, hereinafter referred to as **GRANTOR**, and **Trussworks Realty Missouri, LLC, a Texas Limited Liability Company**, of the County of Cape Girardeau, State of Missouri, hereinafter referred to as **GRANTEE**. The mailing address of the Grantee is:

2155 Greensferry rd. Jackson, MO 63755

WITNESSETH: The Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration paid to the Grantor, the receipt of which is hereby acknowledged, does by these presents Grant, Bargain, and Sell, Convey and Confirm unto the Grantee the following described lots, tracts or parcels of land lying, being and situated in the County of Cape Girardeau and State of Missouri, to-wit:

SEE EXHIBIT "A"

Larry D. Borgfield further states that he is the current acting trustee of the **Larry D. Borgfield and Audrey Borgfield Joint Revocable Trust Agreement dated June 6, 2017**, that said trust has not been amended or revoked, and that he has the authority, under of the terms of said trust, to convey the subject property.
Grantor further states Audrey Borgfield died on September 5, 2022.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining, unto the said Grantee and unto its successors and assigns **FOREVER**, the said Grantor hereby covenanting that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that it has good right to convey the same; that the said premises are free and clear of any encumbrances done or suffered by it or those under whom it claimed title; and that it will warrant and defend the title to said premises unto the said Grantee, and unto its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand the day and year first above written.

GRANTOR:

Larry D. Borgfield and Audrey Borgfield
Joint Revocable Trust Agreement dated June
6, 2017

BY: Larry D. Borgfield Trustee
Larry D. Borgfield, Trustee

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

On this 24th day of November, 2023, before me personally appeared **Larry D. Borgfield, Trustee of the Larry D. Borgfield and Audrey Borgfield Joint Revocable Trust Agreement dated June 6, 2017**, to me known to be the person described in and who executed the within Warranty Deed, and acknowledged to me that he executed the same as his free act and deed and in his capacity as Trustee and in behalf of the aforesaid Trust.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.

Nick P Powers
Notary Public
My commission expires:

2309020

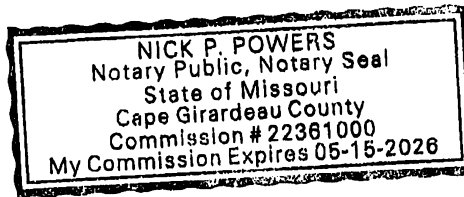


EXHIBIT "A"

ALL OF THAT PART OF FRACTIONAL SECTION 1, TOWNSHIP 31 NORTH, RANGE 12 EAST OF THE FIFTH PRINCIPAL MERIDIAN, BEING IN PART WITHIN THE CITY OF JACKSON, COUNTY OF CAPE GIRARDEAU, AND PART WITHIN THE COUNTY OF CAPE GIRARDEAU, AND 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, 990.34 feet to the most easterly corner of said Terrace Park Estates, said point being also on the west right of way line of North High Street / US Highway '61', thence with said west right of way line of said US Highway '61', North 44°22'23" East, 525.25 feet; thence continuing along said west right of way, along the arc of a curve to the left having a radius of 3075.22 feet, a distance of 217.46 feet; thence along an offset in said west right of way, South 49°40'43" East, 10.00 feet; thence continuing along said west right of way line of US Highway '61', along the arc of a non-tangent curve concave to the northwest having a radius of 3085.22 feet, a distance of 360.84 feet (the chord across said arc bears North 36°58'15" East, 360.64 feet), to a point at the most southerly corner of a tract now or formerly held in title by Liberty Energy (Midstates) Corp., as conveyed in Document 2013-01838; thence with the South line of said tract, North 64°46'04" West, 476.81 feet to the most westerly corner of said Liberty Energy (Midstates) Corp tract and the most southerly corner of said Lot 1 of said Jackson North Industrial Park Subdivision; thence with the south line of said Lot 1, North 64°46'04" West, 390.40 feet to the place of beginning and containing 38.18 acres, more or less

Description taken from Survey dated October 27, 2023 by Christopher L. Koehler, LS-2470, Koehler Engineering and Land Surveying, Inc.

2309020

**KOEHLER ENGINEERING & LAND SURVEYING, INC.**

194 Coker Lane
CAPE GIRARDEAU, MO 63701
PH: (573) 335-3026 FX: (573) 335-3049

January 3, 2024

Mr. Larry Miller
Building & Planning Superintendent
City of Jackson, Missouri
101 Court Street
Jackson, Missouri 63755

RE: Stroder's Industrial Park Subdivision

Mr. Miller

This letter was prepared on behalf of Mr. Steven Stroder, to address in part the comments from the staff review of the above noted subdivision. These comments are in response to your email

- 1) Mr. Stroder requests a variance from the requirement to submit a preliminary plat. Due to most of this property being in the County, the owner wishes to submit this plat as is and have it recorded prior to annexation.
- 2) Mr. Stroder requests a variance from the requirement to provide sanitary sewers to all lots. The small portion of Lot #3 located within the City will not have sewer at the present, however plans are being prepared and will be submitted for construction within the next 30 days, and any necessary easements will be prepared and submitted at that time.
- 3) Mr. Stroder requests a variance from the minimum lot size for the small portion of lot #3 that falls within the City. This portion is part of an overall 3 acre parcel, which will sufficient square footage once the balance of the lot is annexed into the City.
- 4) Mr. Stroder requests a variance from the 10-foot easement around the entire subdivision. There should be no need for utility installations beyond sanitary sewer, and an easement for that will be submitted with the improvement plans which are being developed.

I believe this fully addresses the staff concerns which were not addressed directly on the revised plat, however if you need any further information, have any questions, or I can be of any further assistance in any capacity, please contact me at your earliest convenience.



Best Regards,

KOEHLER ENGINEERING &
LAND SURVEYING, INC.

A handwritten signature in blue ink, appearing to read 'C. Koehler', written in a cursive style.

Chris Koehler, PE, PLS

Request Approved by Owner:

A handwritten signature in blue ink, appearing to read 'Steven Stroder', written in a cursive style.

Mr. Steven Stroder

11/7/24

Date:

cc: Mr. Steven Stroder