



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Tuesday, February 21, 2023 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

AGENDA

CALL TO ORDER

INTRODUCTION OF GUESTS/VISITORS

ADOPTION OF AGENDA

1. Motion adopting the Regular Meeting Agenda.

APPROVAL OF MINUTES

2. Motion approving the Minutes of the Regular Meeting of February 6, 2023.

FINANCIAL AFFAIRS

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

ACTION ITEMS

Power, Light, and Water Committee

6. Motion approving a Proclamation designating the City of Jackson, Missouri as a Purple Heart City.
7. Motion accepting a proposal from SOTO Property Solutions, of Cape Girardeau, Missouri, relative to providing property management services for the property addressed as 424 Howard Street.
8. Bill proposing an Ordinance authorizing a contractual agreement with SOTO Property Solutions, relative to providing property management services for the property addressed as 424 Howard Street.

Street, Sewer, and Cemetery Committee

9. Motion setting a public hearing for Monday, March 20, 2023, at 6:00 p.m., regarding a text amendment to Chapter 65 (Zoning) regarding the addition of provisions for comprehensive (including recreational) marijuana dispensaries, cultivation facilities, manufacturing facilities, testing facilities, transportation/storage facilities, and consumption lounges in specific zoning districts.

- [10.](#) Motion approving Task Order Authorization No. 23-05, in the amount of \$12,000.00, to Strickland Engineering, LC, of Jackson, Missouri, relative to providing engineering services under the Missouri Room Renovations Project.
- [11.](#) Motion approving Change Order No. 1, in the amount of \$40,957.56, to Putz Construction, LLC, of Millersville, Missouri, relative to the West Mary Street Bridge and Sidewalk Improvements Project.

NON-AGENDA CITIZEN INPUT

INFORMATION ITEMS

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

EXECUTIVE SESSION

Motion to have executive session. Litigation, personnel, and purchase of property. Authority is Section 610.021 and 610.022, Revised Statutes of Missouri, as amended.

ADJOURN

Posted on 02/17/2023 at 04:00 PM.



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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, David Hitt, Tommy Kimbel, David Reiminger, Katy Liley, and Wanda Young. Present-8; Absent-0.

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

Mayor Dwain L. Hahs to recognize)
 Guests and Visitors)

Now comes forth Mayor Dwain L. Hahs to welcome guests and visitors including Pack 312 and Jackson Area Chamber of Commerce Retail Director Shelly Kaiser.

Motion to Adopt the Agenda)

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

Motion to Approve the Minutes of the)
 January 17, 2023, Regular Board)
 Meeting)

Motion made by Alderwoman Liley, seconded by Alderman Hitt, to approve the minutes of the preceding Regular Board Meeting of Tuesday, January 17, 2023. Ayes-8; Nays-0; Absent-0.

Motion to Approve Bills of February,)
 2023)

Now is presented the Semimonthly Bills Report, in the various funds for the month of February, 2023. Motion made by Alderman Hitt, seconded by Alderwoman Young, to approve the Semimonthly Bills in the various funds for February, 2023. Ayes-8; Nays-0; Absent-0.

Motion to Amend the 2022 City of)
 Jackson Annual Budget)

Motion made by Alderman Reiminger, seconded by Alderman Seabaugh, to Amend the 2022 City of Jackson Annual Budget, relative to funds exceeding their 2022 appropriations. Ayes-8; Nays-0; Absent-0.

Ordinance No. 23-09 Re: To Amend the)
 2023 City of Jackson Annual Budget)

The matter of amending the 2023 City of Jackson Annual Budget came on for consideration. Alderman Reiminger introduced Bill No. 23-09, being for an ordinance entitled as follows:

**AN ORDINANCE APPROVING AMENDMENTS TO THE 2023 BUDGET AS
 ORIGINALLY APPROVED ON THE 19TH DAY OF DECEMBER, 2022, BY
 REVISING, CONFIRMING, AND UPDATING END OF YEAR BALANCES;
 CONFIRMING BUDGETARY EXPENDITURES; AND REPEALING ORDINANCE
 IN CONFLICT HEREWITH.**

Motion made by Alderman Reiminger, seconded by Alderman Kimbel, Bill No. 23-09 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 Alderman Reiminger, seconded by Alderman Kimbel, Bill No. 23-09 was placed on its second reading and final passage and was read by title, considered



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discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed and the Bill was then duly numbered Ordinance No. 23-09 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Sander-aye; Alderman Baker-aye; Alderwoman Young-aye; Alderman Hitt-aye; Alderman Reiminger-aye; Alderman Kimbel-aye; Alderman Seabaugh-aye; and Alderwoman Liley-aye.

BILL NO. 23-09

ORDINANCE NO. 23-09

AN ORDINANCE APPROVING AMENDMENTS TO THE 2023 BUDGET AS ORIGINALLY APPROVED ON THE 19TH DAY OF DECEMBER, 2022, BY REVISING, CONFIRMING, AND UPDATING END OF YEAR BALANCES; CONFIRMING BUDGETARY EXPENDITURES; AND REPEALING ORDINANCE IN CONFLICT HEREWITH.

WHEREAS, on the 19th day of December, 2022, the Mayor and Board of Aldermen of the City of Jackson, Missouri, approved the budget for the City of Jackson, Missouri, for the 2023 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 2023 fiscal year budget, and

WHEREAS, the amended end of year balances indicate and confirm sufficient funds to fund budgeted projects for the 2023 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 2023 as heretofore adopted and approved by Ordinance of this Board on the 19th day of December, 2022, it is hereby amended by adjusting the end of year balances in form with actual receipts of the City for the prior fiscal year 2023.

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 6, 2023.

SECOND READING: February 6, 2023.



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PASSED AND APPROVED this 6th day of February, 2023, by a vote of 8 ayes, 0 nays, 0 abstentions and 0 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
Mayor

ATTEST:

Liza Walker (signed)
City Clerk

Motion to Approve the Mayor's)
 Appointment of Nels Bergmark to the)
 University of Missouri Extension Office)
 Council)

Motion made by Alderman Reiminger, seconded by Alderman Sander, to approve the Mayor's appointment of Nels Bergmark to the University of Missouri Extension Office Council. Ayes-7; Nays-0; Abstain-1: Alderwoman Liley; Absent-0.

Motion to Approve the Hourly Service)
 Rates for the Year 2023, Under an)
 Existing Contract Agreement with)
 Townsend Tree Service Company, LLC)

Motion made by Alderman Reiminger, seconded by Alderman Seabaugh, to approve the hourly service rates for the year 2023, under an existing contract agreement with Townsend Tree Service Company, LLC, of Muncie, Indiana, relative to the Tree Trimming for Electrical Transmission and Distribution Line Clearances Program. Ayes-8; Nays-0; Absent-0.

Motion to submit a Bid to Macon)
 Municipal Utilities, of Macon, Missouri,)
 Relative to the Removal of Worthington)
 Generator Engine Parts)

Motion made by Alderman Reiminger, seconded by Alderman Kimbel, to submit a bid in the amount of \$13,500.00, to Macon Municipal Utilities, of Macon, Missouri, relative to the Removal of Worthington Generator Engine Parts. Ayes-8; Nays-0; Absent-0.

Ordinance No. 23-10 Re: To Approve an)
 Indemnification and Hold Harmless)
 Agreement with Macon Municipal)
 Utilities, of Macon, Missouri, relative to)
 the Removal of Worthington Generator)
 Engine Parts)

The matter of approving an Indemnification and Hold Harmless Agreement with Macon Municipal Utilities, of Macon, Missouri, relative to the Removal of Worthington Generator Engine Parts, came on for consideration. Alderman Reiminger introduced Bill No. 23-10, being for an ordinance entitled as follows:

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE AN INDEMNIFICATION AND HOLD HARMLESS AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND MACON MUNICIPAL UTILITIES, OF MACON, MISSOURI, RELATIVE TO THE



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REMOVAL OF WORTHINGTON GENERATOR ENGINE PARTS; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

Motion made by Alderman Reiminger, seconded by Alderman Sander, Bill No. 23-10 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 Alderman Reiminger, seconded by Alderman Sander, Bill No. 23-10 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. 23-10 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderwoman Young-aye; Alderman Sander-aye; Alderman Reiminger-aye; Alderman Hitt-aye; Alderman Baker-aye; Alderman Kimbel-aye; Alderman Seabaugh-aye; and Alderwoman Liley-aye.

BILL NO. 23-10

ORDINANCE NO. 23-10

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE AN INDEMNIFICATION AND HOLD HARMLESS AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND MACON MUNICIPAL UTILITIES, OF MACON, MISSOURI, RELATIVE TO THE REMOVAL OF WORTHINGTON GENERATOR ENGINE PARTS; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

WHEREAS, the Mayor and Board of Aldermen have been presented an Indemnification and Hold Harmless Agreement 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 agreement.

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

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the agreement marked Exhibit A and attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **Macon Municipal Utilities, of Macon, 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 agreement.

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

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



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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 6, 2023.

SECOND READING: February 6, 2023.

PASSED AND APPROVED this 6th day of February, 2023, by a vote of 8 ayes, 0 nays, 0 abstentions and 0 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
Mayor

ATTEST:

Liza Walker (signed)
City Clerk

Motion to Accept the Proposal of IDS,)
 Inc., of Carrollton, Missouri, relative to)
 Providing Services Under the Removal)
 of Worthington Generator Engine Parts)

Motion made by Alderman Reiminger, seconded by Alderman Seabaugh, to accept the proposal of IDS, Inc., Carrollton, Missouri, for overall expenses not to exceed the amount of \$25,000.00, relative to providing services under the Removal of Worthington Generator Engine Parts. Ayes-8; Nays-0; Absent-0.

Ordinance No. 23-11 Re: To Authorize a)
 Contractual Agreement with IDS, Inc., of)
 Carrollton, Missouri, relative to Providing)
 Services Under the Removal of)
 Worthington Generator Engine Parts)

The matter of authorizing a contractual agreement with IDS, Inc., of Carrollton, Missouri, relative to providing services under the Removal of Worthington Generator Engine Parts, came on for consideration. Alderman Reiminger introduced Bill No. 23-11, being for an ordinance entitled as follows:

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND IDS, INC., OF CARROLLTON, MISSOURI, RELATIVE TO PROVIDING SERVICES UNDER THE REMOVAL OF WORTHINGTON GENERATOR ENGINE PARTS; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.



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Motion made by Alderman Reiminger, seconded by Alderman Kimbel, Bill No. 23-11 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 Alderman Reiminger, seconded by Alderman Kimbel, Bill No. 23-11 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. 23-11 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Hitt-aye; Alderman Seabaugh-aye; Alderman Reiminger-aye; Alderwoman Young-aye; Alderman Baker-aye; Alderman Kimbel-aye; Alderman Sander-aye; and Alderwoman Liley-aye.

BILL NO. 23-11

ORDINANCE NO. 23-11

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *IDS, INC., OF CARROLLTON, MISSOURI*, RELATIVE TO *PROVIDING SERVICES UNDER THE REMOVAL OF WORTHINGTON GENERATOR ENGINE PARTS*; 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 **IDS, Inc., of Carrollton, 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



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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 6, 2023.

SECOND READING: February 6, 2023.

PASSED AND APPROVED this 6th day of February, 2023, by a vote of 8 ayes, 0 nays, 0 abstentions and 0 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
Mayor

ATTEST:

Liza Walker (signed)
City Clerk

Motion to Approve Change Order No. 1)
to SAK Construction, LLC, of O'Fallon,)
Missouri, relative to the 2022 Sanitary)
Sewer Lining Program)

Motion made by Alderwoman Liley, seconded by Alderman Baker, to approve Change Order No. 1, in the amount of \$2,503.50, to SAK Construction, LLC, of O'Fallon, Missouri, relative to the 2022 Sanitary Sewer Lining Program. Ayes-8; Nays-0; Absent-0.

Motion to Approve Task Order)
Authorization No. 23-02 to Blakely and)
Associates Consulting Engineers, Inc.,)
of Chillicothe, Missouri, relative to)
Providing Engineering Services Under)
the Instrumentation and Integration)
Design Work at the Wastewater)
Treatment Plant)

Motion made by Alderwoman Liley, seconded by Alderman Hitt, to approve Task Order Authorization No. 23-02, in the amount of \$6,000.00, to Blakely and Associates Consulting Engineers, Inc., of Chillicothe, Missouri, relative to providing engineering services under the Instrumentation and Integration Design Work at the Wastewater Treatment Plant. Ayes-8; Nays-0; Absent-0.

Motion to Approve Task Order)
Authorization No. 23-03 to Koehler)
Engineering & Land Surveying, Inc., of)
Cape Girardeau, Missouri, relative to)
Providing Engineering Design Phase)
Services Under the Sunset Drive Bridge)
Replacement Project)



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Motion made by Alderwoman Liley, seconded by Alderwoman Young, to approve Task Order Authorization No. 23-03, in the amount of \$34,800.00, to Koehler Engineering & Land Surveying, Inc., of Cape Girardeau, Missouri, relative to providing engineering design phase services under the Sunset Drive Bridge Replacement Project. Ayes-8; Nays-0; Absent-0.

Motion to Accept the Proposal of)
 ArcaSearch Missouri LLC, of Saint)
 Cloud, Minnesota, relative to Providing)
 Services Under the City Archive)
 Preservation Project)

Motion made by Alderwoman Liley, seconded by Alderman Baker, to accept the proposal of ArcaSearch Missouri LLC, of Saint Cloud, Minnesota, in the amount of \$34,787.00, relative to providing services under the City Archive Preservation Project. Ayes-8; Nays-0; Absent-0.

Ordinance No. 23-12 Re: To Authorize a)
 Contractual Agreement with ArcaSearch)
 Missouri LLC, of Saint Cloud,)
 Minnesota, relative to the City Archive)
 Preservation Project)

The matter of authorizing a contractual agreement with ArcaSearch Missouri LLC, of Saint Cloud, Minnesota, relative to the City Archive Preservation Project, came on for consideration. Alderwoman Liley introduced Bill No. 23-12, being for an ordinance entitled as follows:

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND ARCASEARCH MISSOURI LLC, OF SAINT CLOUD, MINNESOTA, RELATIVE TO THE CITY ARCHIVE PRESERVATION PROJECT; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

Motion made by Alderwoman Liley, seconded by Alderman Hitt, Bill No. 23-12 was placed on its first reading and was read by title, considered and discussed and was duly passed by unanimous vote. On a motion by Alderwoman Liley, seconded by Alderman Hitt, Bill No. 23-12 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. 23-12 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderwoman Liley-aye; Alderman Seabaugh-aye; Alderman Reiminger-aye; Alderwoman Young-aye; Alderman Hitt-aye; Alderman Baker-aye; Alderman Sander-aye; and Alderman Kimbel-aye.

BILL NO. 23-12

ORDINANCE NO. 23-12

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND ARCASEARCH MISSOURI LLC, OF SAINT CLOUD, MINNESOTA, RELATIVE TO THE CITY ARCHIVE PRESERVATION 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



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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 **ArcaSearch Missouri LLC, of Saint Cloud, Minnesota**. 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 6, 2023.

SECOND READING: February 6, 2023.

PASSED AND APPROVED this 6th day of February, 2023, by a vote of 8 ayes, 0 nays, 0 abstentions and 0 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
 Mayor

ATTEST:

Liza Walker (signed)
 City Clerk



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Ordinance No. 23-13 Re: To Extend the)
 Length of a Special Use Permit for Two)
 Oversized 75 Sq. Ft. Attached Signs at)
 2502 East Jackson Boulevard, as)
 Submitted by Aldi, Inc.)

The matter of extending the length of a Special Use Permit for two oversized 75 sq. ft. attached signs at 2502 East Jackson Boulevard, as submitted by Aldi, Inc., to commence construction by July, 31, 2023, and to complete construction by February 6, 2025, came on for consideration. Alderwoman Liley introduced Bill No. 23-13, being for an ordinance entitled as follows:

AN ORDINANCE GRANTING A TIME EXTENSION FOR A SPECIAL USE PERMIT FOR CERTAIN PROPERTY IN THE CITY OF JACKSON, MISSOURI; ALL IN ACCORDANCE WITH THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSOURI.

Motion made by Alderwoman Liley, seconded by Alderwoman Young, Bill No. 23-13 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. 23-13 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. 23-13 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Baker-aye; Alderwoman Liley-aye; Alderman Seabaugh-aye; Alderman Reiminger-aye; Alderwoman Young-aye; Alderman Hitt-aye; Alderman Sander-aye; and Alderman Kimbel-aye.

BILL NO. 23-13

ORDINANCE NO. 23-13

AN ORDINANCE GRANTING A TIME EXTENSION FOR A SPECIAL USE PERMIT FOR CERTAIN PROPERTY IN THE CITY OF JACKSON, MISSOURI; ALL IN ACCORDANCE WITH THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSOURI.

WHEREAS, the Board of Aldermen and the Planning and Zoning Commission previously considered a Bill and Ordinance for a special use permit for property described as 2502 East Jackson Boulevard; and,

WHEREAS, a public hearing was held on said special use permit in accordance with Chapter 65 of the Code of Ordinances of the City of Jackson, Missouri; and,

WHEREAS, a special use permit was approved for the installation of two 75 sq. ft. oversized attached signs in a C-2 General Commercial District at 2502 East Jackson Boulevard by virtue of Chapter 65 of the Code of Ordinances of the City of Jackson, Missouri in **BILL NO. 22-50, ORDINANCE NO. 22-84** on May 16, 2022, attached hereto and made a part hereof as Exhibit A; and,



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WHEREAS, the special use permit included conditions that if construction is required that the special use permit shall expire in the event construction does not commence within six months of the date of issuance of the special use permit and is not completed within two years of the issuance of the permit, and

WHEREAS, applicant is now requesting an extension of time to install the two 75 sq. ft. oversized attached signs; and

WHEREAS, the Board of Aldermen of the City of Jackson, Missouri, has decided it is in the best interests of the citizens of the City of Jackson, Missouri, to grant the requested time extension.

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

Section 1. That the applicant's request to extend the time to install the two 75 sq. ft. oversized attached signs as approved in **BILL NO. 22-50, ORDINANCE NO. 22-48** is granted.

Section 2. That applicant shall have until July 31, 2023 to commence construction and to complete construction within two years of February 6, 2023, the date the extension was granted.

Section 3. That the granting of this extension of time is subject to the same terms and conditions as those stated in **BILL NO. 22-50, ORDINANCE NO. 22-48**, approved on May 16, 2022 not otherwise amended herein.

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 6, 2023.

SECOND READING: February 6, 2023.

PASSED AND APPROVED this 6th day of February, 2023, by a vote of 8 ayes, 0 nays, 0 abstentions, and 0 absent.

CITY OF JACKSON, MISSOURI

(SEAL)



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ATTEST:

By: Dwain L. Hahs (signed)
Mayor

Liza Walker (signed)
City Clerk

Ordinance No. 23-14 Re: To Accept the)
Dedication of a Sanitary Sewer)
Easement Deed from The Jerry J. and)
Linda K. Jansen Revocable Trust Dated)
October 16, 2018, relative to the South)
Old Orchard Road Lateral Sewer Project)

The matter of accepting the dedication of a Sanitary Sewer Easement Deed from The Jerry J. and Linda K. Jansen Revocable Trust Dated October 16, 2018, relative to the South Old Orchard Road Lateral Sewer Project, came on for consideration. Alderwoman Liley introduced Bill No. 23-14, being for an ordinance entitled as follows:

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

Motion made by Alderwoman Liley, seconded by Alderman Baker, Bill No. 23-14 was placed on its first reading and was read by title, considered and discussed and was duly passed by unanimous vote. On a motion by Alderwoman Liley, seconded by Alderman Baker, Bill No. 23-14 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. 23-14 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Reiminger-aye; Alderwoman Liley-aye; Alderman Seabaugh-aye; Alderwoman Young-aye; Alderman Hitt-aye; Alderman Baker-aye; Alderman Sander-aye; and Alderman Kimbel-aye.

BILL NO. 22-14

ORDINANCE NO. 22-14

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

WHEREAS, **The Jerry J. and Linda K. Jansen Revocable Trust Dated October 16, 2018,**
of Jackson, Missouri, of the County of Cape Girardeau, State of Missouri, deeded to the City
of Jackson, Missouri, the property described in the Sanitary Sewer Easement Deed, attached
hereto.

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



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, February 6, 2023 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, do hereby accept the Deed which is attached hereto, subject to all of the terms and conditions therein expressed.

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

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

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

FIRST READING: February 6, 2023.

SECOND READING: February 6, 2023.

PASSED AND APPROVED this 6th day of February, 2023, by a vote of 8 ayes, 0 nays, 0 abstentions and 0 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
Mayor

ATTEST:

Liza Walker (signed)
City Clerk

City Administrator James Roach)
requests Closed Session)

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

Motion to Recess the Meeting to Study)
Session)

On a motion by Alderman Baker, seconded by Alderwoman Liley, to recess the meeting at 6:19 P.M., to convene to the Study Session. Ayes-8; Nays-0; Absent-0.

.....

Returned to Open Session at 7:08 P.M., from Study Session.



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, February 6, 2023 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

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

Meeting concluded at 7:08 P.M. On a motion by Alderman Baker, seconded by Alderman Reiminger, it is ordered that the Board now convene into closed session for one item of real estate in accordance with Section 610.210(2) RSMo and one contractual matter in accordance with Section 610.210(12) RSMo and that the meeting will stand adjourned upon the adjournment of the closed session. On roll call: Alderman Seabaugh-aye; Alderman Sander-aye; Alderwoman Liley-aye; Alderman Kimbel-aye; Alderwoman Young-aye; Alderman Reiminger-aye; Alderman Hitt-aye; and Alderman Baker-aye. Ayes-8; Nays-0; Absent-0.

ATTEST:

Mayor

City Clerk

CITY COLLECTOR'S REPORT FOR JANUARY 2023

DESCRIPTION	ELECTRIC FUND	WATER FUND	WASTEWATER FUND	LANDFILL FUND	GEN. REV. FUND	TOTAL
Service Charges	1,265,975.22	233,998.57	189,109.27	57,395.09	-	1,746,478.15
Penalties	6,247.76	1,309.36	998.30	289.36	-	8,844.78
Sales Tax	34,432.52	7,019.48	-	-	-	41,452.00
Disconnect Fees	600.00	-	-	-	-	600.00
Returned Transaction Fees	300.00	-	-	-	-	300.00
Customer Relocation Fees	-	-	-	-	175.00	175.00
Trash Stickers	-	-	-	1,271.52	-	1,271.52
UTILITY COLLECTIONS	1,307,555.50	242,327.41	190,107.57	58,955.97	175.00	1,799,121.45
Adjustments - Services	-	-	-	-	-	-
Adjustments - Penalties	-	-	-	-	-	-
Adjustments - Taxes	-	-	-	-	-	-
Adjustments - Service Fees	-	-	-	-	-	-
NET UTILITY COLLECTIONS	1,307,555.50	242,327.41	190,107.57	58,955.97	175.00	1,799,121.45
Business/Contractor Licenses	-	-	-	-	2,805.00	2,805.00
Event Fees/Misc. Charges	-	-	-	-	-	-
NON-UTILITY COLLECTIONS	-	-	-	-	2,805.00	2,805.00
Misc. Adjustments	-	-	-	-	-	-
Interest on Collector's bank account	-	-	-	-	-	102.95
Cash in bank	-	-	-	-	-	1,802,029.40
Missouri Sales Tax payment	(34,432.52)	(7,019.48)	-	-	-	(41,452.00)
TO CITY TREASURER					\$	1,760,577.40

Respectfully Submitted,



City Collector



CITY CLERK'S REPORT FOR THE MONTH OF JANUARY, 2023

ELECTRIC

Sale of Merchandise	0.00	
Cable TV Pole Rental	0.00	
Electric Meters	1,350.00	
Electric Service Lines	800.00	
Returned Check Fees	0.00	
URD Services	0.00	
Sales Tax Commission	815.00	
Labor and Equipment Use	0.00	
Miscellaneous-Scrap Metal	<u>0.00</u>	
TOTAL		2,965.00

CEMETERY

Sale of Lots	1,500.00	
Sale of Niches	0.00	
Grave Openings	9,800.00	
Niche Openings	0.00	
Weekend/Holiday Grave Openings/Inurnments	75.00	
Disinterments/Disinurnments	<u>0.00</u>	
TOTAL		11,375.00

WATER & SEWER

WATER

Water Taps & Water Meters	2,545.00	
Sale of Merchandise	0.00	
Miscellaneous-Scrap Metal	<u>0.00</u>	
TOTAL		2,545.00

WASTEWATER

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

GENERAL REVENUE

Building Permits	527.93	
Electric Permits	180.00	
Gas Permits	100.00	
Plumbing/Sewer Permits	180.00	
Sewer Tap Permits	360.00	
Public Hearing & Plat Recording	100.00	
Stormwater Review Fees	100.00	
Street Repair or Mowing	0.00	
Gas Franchise	18,647.69	
Sale of Merchandise	0.00	
Community Room	0.00	
Cable TV Franchise	0.00	
Copies	432.60	
Telephone Franchise Fees	11,882.30	
Fire Cost Recovery	0.00	
Court Fines	0.00	
Court Costs	0.00	
Fingerprint Fee	0.00	
Court Postage	0.00	
Court Warrant Fees	0.00	
Crime Victims Compensation	0.00	
Interest Earned	0.00	
Jail Expense Reimbursement	0.00	
Cell Tower Rental	1,058.00	
Health Insurance Reimbursement	145.72	
Street Repair or Scrap Metal	<u>0.00</u>	
TOTAL		33,714.24

INMATE SECURITY FUND

Inmate Security Court Costs	<u>0.00</u>	
TOTAL		0.00

PARK

Misc. Park Rentals	65.00	
Ballfield Rentals	90.00	
Pavilion Rentals	<u>305.00</u>	
TOTAL		460.00

TRUST & AGENCY

July 4th Receipts	0.00	
Farmers Market Fees	<u>0.00</u>	
TOTAL		0.00

PARK FOUNDATION

Donations	0.00	
Civic Center Donations	<u>0.00</u>	
TOTAL		0.00

RECREATIONAL DEVELOPMENT

Pool Concession Receipts	0.00	
Swimming Pool Gate Receipts	0.00	
Softball Tournament Fees	0.00	
Reimb./Donations/Special Events	0.00	
Baseball Concessions	531.00	
Baseball Entry Fees	0.00	
Baseball Sponsor Fees	<u>0.00</u>	
TOTAL		531.00

LANDFILL

Refuse Collections	0.00	
Recyclables	433.88	
E-Cycle TV/Monitor Fees	0.00	
Royalties	<u>0.00</u>	
TOTAL		433.88

RECREATIONAL SALES TAX FUND

Civic Center Rentals	11,756.25	
Civic Center Programs	0.00	
Civic Center Membership Fees	0.00	
Civic Center Entry Fees	2,011.50	
Civic Center Concessions	<u>331.50</u>	
TOTAL		14,099.25

HEALTH INSURANCE FUND

Health Insurance Reimbursement	<u>1,177.00</u>	
TOTAL		1,177.00

STORMWATER FUND

Stormwater Credit	0.00	
Stormwater Maintenance	<u>177.28</u>	
TOTAL		177.28

TRANSPORTATION SALES TAX

Rent - Donna Drive Extension	<u>1,132.50</u>	
TOTAL		1,132.50

REPORT TOTAL		<u>\$68,610.15</u>
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Water & Light Deposit Accounts

JANUARY, 2023

Beginning Balance January 1, 2023:	\$281,270.89
TOTAL DEPOSITS	\$10,770.64
TOTAL REFUNDS	\$14,491.40
Ending Balance January 31, 2023:	\$277,550.13

Balance Consists of :

Checking Account for US Bank	\$67,550.13
Investments	\$210,000.00
	<hr/>
	\$277,550.13

CITY TREASURER'S REPORT FOR JANUARY, 2023

Item 5.

FUND	FUND BALANCES 01-01-2023	RECEIPTS	TRANSFER OF FUNDS	DISBURSEMENTS	FUND BALANCES 01-31-2023	INVESTMENTS	CASH BALANCE 01-31-2023
ELECTRIC FUND							
Operation & Maintenance	-	1,293,338.65	(15,624.85)	1,277,713.80	-	-	-
Electric Surplus	4,939,008.74	28,146.15	(6,842.96)	30,844.00	4,929,467.93	3,153,525.10	1,775,942.83
Electric Capital Projects Fund	7,229,721.39	-	-	307,675.43	6,922,045.96	6,812,000.00	110,045.96
General Revenue	2,063,487.92	540,216.59	(80,968.64)	711,118.11	1,811,617.76	1,050,000.00	761,617.76
Landfill Fund	456,885.15	59,393.32	(6,472.28)	46,064.59	463,741.60	245,000.00	218,741.60
City Park Fund	178,535.49	103,673.72	(5,948.56)	32,746.11	243,514.54	-	243,514.54
Public Park Foundation Fund	117,819.77	-	-	974.00	116,845.77	-	116,845.77
Cemetery Fund	929,067.59	74,928.35	(5,268.83)	16,823.39	981,903.72	299,000.00	682,903.72
Band Fund	-	63,553.35	-	63,544.10	9.25	-	9.25
Stormwater Maintenance Fund	282,540.34	177.28	-	-	282,717.62	61,000.00	221,717.62
ARPA Fund	2,880,846.36	980.90	-	18,963.00	2,862,864.26	2,500,000.00	362,864.26
Road Use Tax Fund	963,117.18	65,635.75	(19,166.66)	-	1,009,586.27	850,000.00	159,586.27
Sales Tax Fund	4,045,496.80	231,324.56	-	170,032.06	4,106,789.30	2,248,000.00	1,858,789.30
Fire Protection Sales Tax Fund	3,333.00	55,130.94	-	-	58,463.94	-	58,463.94
Recreation Sales Tax	218,545.73	69,230.23	(787.55)	28,862.01	258,126.40	-	258,126.40
Public Safety Sales Tax	1,000.00	110,256.55	-	-	111,256.55	-	111,256.55
Trust and Agency Fund	1,004,568.03	45,685.76	14,807.03	30,556.48	1,034,504.34	720,000.00	314,504.34
Recreational Development	36,500.71	531.00	-	2,442.22	34,589.49	-	34,589.49
Transportation Sales Tax	1,441,768.26	111,394.48	-	15,288.20	1,537,874.54	1,423,000.00	114,874.54
I-55 Corridor Special Alloc.	697.20	-	-	-	697.20	-	697.20
Capital Projects Construction	-	-	-	-	-	-	-
CDBG Grant Fund	-	-	-	-	-	-	-
Health Insurance Fund	642,656.08	21,389.00	143,876.31	150,748.64	657,172.75	-	657,172.75
Inmate Security Fund	15,481.62	118.00	-	-	15,599.62	-	15,599.62
Equitable Sharing Fund	3,617.07	-	-	-	3,617.07	-	3,617.07
WATER & SEWER FUND							
Water Operation & Maint.	-	244,991.36	(152,904.96)	92,086.40	-	-	-
Water Replacement	722,146.47	-	3,510.08	-	725,656.55	715,000.00	10,656.55
Water & Sewer Revenue Bond	28,810.26	-	258,177.97	-	286,988.23	250,000.00	36,988.23
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	9,842,335.53	-	-	197,838.17	9,644,497.36	9,203,023.48	441,473.88
Wastewater Operation & Maint.	-	190,522.80	(126,386.10)	64,136.70	-	-	-
Wastewater Replacement	1,094,368.74	-	-	-	1,094,368.74	1,006,847.67	87,521.07
W & S Construction Fund	922,844.39	-	-	16,113.28	906,731.11	200,000.00	706,731.11
TOTALS	40,175,199.82	3,310,618.74	-	3,274,570.69	40,211,247.87	30,846,396.25	9,364,851.62

Respectfully Submitted,

Cash on Hand	1,475.00
General Account	7,599,182.15
Collectors Account	1,760,577.40
Equitable Sharing Fund	3,617.07

Liza Walker, City Clerk/Treasurer (signed)

TOTAL	9,364,851.62
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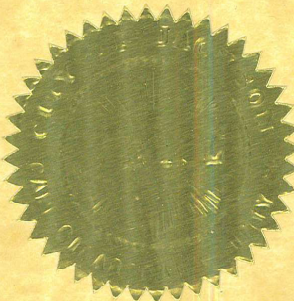
**Office of the Mayor
City of Jackson, Missouri
Proclamation**

- WHEREAS:** The people of the City of Jackson have great admiration and the utmost gratitude for all of the men and woman who have selflessly served their country and this community in the Armed Forces; and
- WHEREAS:** Veterans have paid the high price of freedom by leaving their families and communities and placing themselves in harm's way for the good of all; and
- WHEREAS:** The contributions and sacrifices of the men and women from our community who served in the Armed Forces have been vital in maintaining the freedom and way of life enjoyed by our citizens; and
- WHEREAS:** Many men and women in uniform have given their lives while serving in the Armed Forces; and
- WHEREAS:** The Purple Heart is the oldest military decoration in current use and was initially created as a Badge of Military Merit by General George Washington in 1782 and was the first American service award made available to the common soldier; and
- WHEREAS:** Many citizens of our community have earned the Purple Heart Medal as a result of being wounded while engaged in combat with enemy force, construed as a singularly meritorious act essential service; and
- WHEREAS:** The mission of the Military Order of the Purple Heart is to foster an environment of goodwill and camaraderie among combat wounded veterans, promote patriotism, support necessary legislative initiatives, and most importantly, provide service to all veterans and their families.

NOW, THEREFORE, I, Dwain L. Hahs, Mayor of the City of Jackson, along with the Board of Aldermen and all our citizens, do hereby proclaim Jackson, Missouri, to hereafter be a

PURPLE HEART CITY

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City of Jackson, Missouri, this 21st day of February, 2023.




Mayor Dwain L. Hahs





City of Jackson

MEMO TO: The Honorable Mayor Dwain Hahs and
Members of the Board of Aldermen

FROM: Rodney Bollinger, Director of Administrative Services 

DATE: February 14, 2023

SUBJECT: Property Management Services 424 Howard Street

Request

City Administrator Jim Roach requests approval of a proposal and contract agreement for rental and management services for a City-owned house in Litz Park.

Background

In 2019, the Board of Aldermen purchased two acres of property located at 424 Howard Street which added to the overall acreage of Litz Park. Upon that tract of land sits an existing one-story house, one utility shed, and two detached garages. The floor area of the house is 1,274 SF. While the Parks & Recreation Department has been utilizing the large garage to store vehicles and equipment, the house is in good condition, has significant value, and can be rented out for temporary income. The City staff desires to rent the house as a residence until the City is ready to use the property for future development.

Recommendation

Approve a contract agreement with SOTO Property Solutions, of Cape Girardeau, Missouri, to provide property management services. The company provided an agreeable annual quote for combined renting and management fees.



Property Management Agreement

This is a legally binding contract. If you do not understand it, consult your attorney.

1 This Property Management Agreement ("Contract") is made and entered into between
2 **City of Jackson** ("Owner"), and

3 (Insert Brokerage Co. Name) **SOTO Property Solutions** ("REALTOR®").

4 (Check if applicable) ☐ This Contract supersedes and replaces in full an existing Property Management Agreement between the
5 parties dated the _____ day of _____.

6 For and in consideration of the mutual covenants herein contained, the parties agree as follows:

7 **1. DESIGNATION OF REALTOR® AND DESCRIPTION OF PROPERTY.** REALTOR® is hereby designated as the sole
8 and exclusive agent and representative of Owner for the purpose of managing the following property (the "Property") (attach
9 additional pages, as necessary, if more than one Property is to be managed):

10 **424 Howard St** **Jackson** **MO** **63755-1521** **Cape Girardeau**
11 **Street Address** **City** **Zip Code** **County**

12 **2. CURRENT EXCLUSIVE REPRESENTATION AGREEMENT.** Owner (Check one)

13 ☐ IS ☒ IS NOT a party to any other exclusive representation agreement with respect to the management or leasing of the
14 Property. If Owner is a party to such an exclusive representation agreement, such agreement ends (date) _____.

15 **3. TERM OF AGREEMENT.** This Contract shall begin on Effective Date, as defined herein and end on
16 **February 20**, **2024** ("Initial Term"); provided, however, that either party may terminate this Contract at any
17 time after the end of **12** months after the Effective Date ("Early Termination Date") by giving to the other party not less
18 than **30** days prior Notice of election to terminate, and the elected termination date. At the expiration of such term, this
19 Contract, if not renewed in writing for an additional fixed period and if not terminated in writing by either party, shall be deemed a
20 month-to-month Contract cancelable by either party on not less than **30** days prior Notice, which may be given at any time
21 during the month; provided that any cancellation shall be effective as of the end of the calendar month during which such Notice
22 period expires (PMG-1000N Property Management Agreement Termination Notice may be used for any such early terminations).

23 **4. RIGHTS AND DUTIES OF REALTOR®.**

24 **A. Authority.** Unless and until Owner shall provide Notice to REALTOR® instructing otherwise, in addition to any and
25 all other rights and duties of REALTOR® hereunder in managing the Property, REALTOR® and its representatives shall have the
26 authority and exclusive right to (Check all that apply):

27 ☒ negotiate leases with existing and prospective tenants;
28 ☒ list the Property for lease with any multiple listing service ("MLS") in accordance with MLS Rules of Service and any
29 agreements between REALTOR® and individual participants;
30 ☒ take and use photographs or videotapes of the interior and exterior of the improvements on the Property, to place a "For
31 Lease" sign on the Property, to remove all other signs, and to otherwise advertise the Property for lease in any manner deemed
32 wise by REALTOR®, including but not limited to (unless specified otherwise) advertising on the Internet, virtual tours, web-sites,
33 trade journals and any other medium.

34 (Check one box below only if applicable) Owner understands and acknowledges that if option A is selected, consumers who
35 conduct searches on the Internet will not see information about the Property in response to their search.

36 **A.** ☐ I do not want the Property to be displayed on the Internet; or

37 **B.** ☐ I do not want the address of the Property to be displayed on the Internet.

38 ☒ allow pets to be kept at the Property (pursuant to the terms of MAR form RES-3020); and

39 ☒ to sign, renew, or cancel leases on behalf of Owner for the Property or any part thereof.

40 Owner authorizes REALTOR® to cooperate with and offer compensation to other REALTOR®s acting pursuant to any brokerage
41 relationship permitted by REALTOR®'s company policy set forth below, and to allow same to show the Property.

42 **B. Broker Cooperation and Compensation Policy.** REALTOR®'s company policy authorizes REALTOR® or its
43 representatives to cooperate with other brokers acting pursuant to the following brokerage relationships, as defined by § 339.710
44 R.S.Mo. (Insert compensation amounts or percentages for "zero" below to indicate that such cooperation is authorized by
45 REALTOR®'s company policy. Insert "N/A" below to indicate that such cooperation is not authorized, whether by company policy
46 or otherwise).

47 If REALTOR®'s company policy authorizes any such cooperation, then the amount of compensation that will be offered by
48 REALTOR® shall be as follows (indicate a specific dollar amount, or the percentage of Leasing Compensation [as defined in
49 Paragraph 6d(2) below], that will be offered for each applicable cooperating brokerage relationship. Also specify if REALTOR®'s
50 company policy regarding shared compensation differs as to brokers who are not members of REALTOR®'s local Board of
51 REALTORS®; excludes particular brokers, whether or not members of REALTOR®'s local Board of REALTORS®; or is otherwise
52 limited):

53 \$ _____ or **N/A** % of Leasing Compensation to subagents of REALTOR® (i.e., limited agents representing Owner);

54 \$ _____ or **zero** % of Leasing Compensation to tenant agents (i.e., limited agents representing prospect(s));

55 \$ _____ or **zero** % of Leasing Compensation to transaction brokers (i.e., neutral licensees representing neither party).

56 ☐ (check only if applicable) REALTOR®'s offer of compensation is not available to brokers other than members of
57 REALTOR®'s local Board of REALTORS®; excludes specific brokers; or is otherwise limited (explain): _____

58 _____ (Note: Even if compensated by
59 REALTOR® or Owner, it is understood that cooperating agents or brokers may represent the interests of tenants only).

PMG-1000

SOTO Property Management, 1231 N Kingshighway St Ste 200 Cape Girardeau, MO 63701
Jessica Farrar

Phone: 573-332-7686

Fax: 573-334-4468

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

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City of Jackson

C. Equal Opportunity. The Property shall be offered for lease without regard to race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity, and in accordance with all local, state and federal fair housing laws.

D. Collection of Revenue. REALTOR® shall take reasonable steps (at no out-of-pocket cost or expense to REALTOR®) to collect rents and any other payments due Owner from tenants for the Property in accordance with the terms of their tenancy, and to facilitate negotiations to expedite, compromise and settle any such actions and/or suits. Owner shall be solely responsible for any legal action required to collect rents from Tenants or otherwise enforce the terms of any lease.

☒ (Check this box only if the following applies) Owner authorizes REALTOR® to collect rents and other payments due by credit card and automatic electronic withdrawal programs from checking, savings and other financial accounts. The cost and expense to establish, operate and maintain any such collection program(s), including but not limited to credit card fees, shall be borne by Owner.

E. Expenses Loans and Improvements. From the gross revenues collected, REALTOR® is authorized to:

(1) Pay all operating and maintenance expenses, including but not limited to utilities, cleaning, advertising, collection (e.g., costs due to returned checks), pest control and lawn care.

(2) Pay to any lenders designated by Owner all sums that may be due on loans affecting the Property.

(3) Pay for all repairs, alterations and improvements on the Property. No improvements, alterations or repair work costing more than Five Hundred Dollars (\$ 500.00) per occurrence shall be made by REALTOR® without prior written or verbal authorization of Owner. In case of an emergency that requires immediate repairs or alterations, if Owner is not readily available for consultation, REALTOR® shall have the right to use its own discretion regarding the repairs or alterations.

F. Employees and Independent Contractors. REALTOR® is authorized to hire, supervise and terminate, on behalf of Owner (check one, both, or none, as applicable) ☒ independent contractors ☐ Property employees, reasonably required in the operation of the Property. All independent contractors shall be required to provide proof of workers' compensation and liability insurance. Any Property employees shall be employees of Owner and not of REALTOR®.

G. Tenant Requests and Lease Conflicts. Subject to the specific terms hereof, and absent contrary written instruction from Owner, REALTOR® shall handle all general tenant requests and negotiations that may arise from time to time, regarding all or any part of the Property leased by such tenant(s). To the extent any specific terms of this Contract regarding the respective rights and obligations of REALTOR® and Owner with respect to the management and operation of the Property conflict or are inconsistent with the specific terms of any lease that may hereafter be entered into with respect to all or any portion of the Property and approved of by Owner, then it is the intention of the parties hereto that the terms of any such future lease shall control and apply with respect to the premises therein demised.

H. Periodic Statements of Property Income and Expenses and Payment to Owner. REALTOR® shall maintain accurate records of all monies received and disbursed in connection with its management of the Property. Such records shall be open for inspection by Owner (at Owner's cost and expense) at all reasonable times. REALTOR® shall also render to Owner (check one) ☒ monthly ☐ quarterly ☐ annual written statements of Property income and expenses. At such time, REALTOR® shall pay to Owner the net amount of any funds due Owner, after REALTOR® has deducted all authorized expenses relating to the management and operation of the Property, including any compensation due REALTOR® as set forth herein, from the funds collected on behalf of Owner. Owner agrees that REALTOR® may retain a reserve of not less than \$ 500.00 in REALTOR®'s property management account for payment of expenses and liabilities as set forth herein.

I. Rents, Prepaid Rents Security and Pet Deposits.

(1) Rents and prepaid rents shall be received and held by (check one) ☐ Owner ☒ REALTOR®. Security and pet deposits shall be received and held by (check one) ☐ Owner ☒ REALTOR®. All security and pet deposits received by REALTOR® and any rent other than current rent received shall be held by REALTOR® and maintained and kept in an escrow account other than REALTOR®'s property management escrow account, pursuant to §339.105 RSMo., unless all parties (Owner, REALTOR® and tenant(s)) having an interest in the funds agree otherwise in writing. REALTOR® may hold security and pet deposits, rents and prepaid rent in an interest bearing account and interest earned shall be paid to (check one) ☐ Owner ☒ REALTOR®. All current rent and any money received from Owner or on Owner's behalf for payment of expenses related to management of the Property shall be deposited and maintained in REALTOR®'s property management escrow account.

(2) [Check (a) or (b)]

☒ (a) Owner represents that Owner has not received and is not now holding any security or pet deposit.

☐ (b) Owner received and is holding the following security and pet deposit(s). (Attach list to identify amount of each deposit and tenant who made the same). All such amounts will be held as required by applicable law.

5. **CONSENT TO BROKERAGE RELATIONSHIPS.**

A. Landlord's Agency as Starting Point; Effect of In-House Sales. Pursuant to this Contract, REALTOR® will initially be acting in the capacity of Owner's agent, with the duties and obligations of a landlord's agent under Missouri law as set forth following the parties' signatures below. However, Owner acknowledges that from time to time, a prospective tenant may engage REALTOR® to act in one of several possible capacities with respect to that tenant, depending on what brokerage relationships are permitted by REALTOR®'s office policy. The following subsections describe circumstances where Missouri law may permit or require a conversion of REALTOR®'s brokerage relationship with Owner to a different brokerage relationship. Complete each subsection. Disclosure of any conversion to a different brokerage relationship shall be made upon its occurrence as may be required by rule or regulation.

B. Conversion to Dual Agency Where REALTOR® Is Engaged by Tenant to Act as Tenant's Agent. If a

prospective tenant has engaged REALTOR® to act in the capacity of tenant's agent, Missouri law permits REALTOR® to show the Property to and otherwise represent the buyer, as a dual agent representing both Owner and the tenant, with the written consent of all parties. In such case, REALTOR® may act as a dual agent with the duties and obligations of a dual agent under Missouri law as set forth following the parties' signatures below.

Does Owner consent to REALTOR® representing both Owner and a tenant as a dual agent? (Check one of the following): ☐ Yes ☒ No ☐ Not applicable because dual agency is not offered by REALTOR®'s company policy.

C. Designated Agents for Landlord and Tenant; Possible Conversion to Dual Agency or Transaction Brokerage. Missouri law permits REALTOR® to appoint one or more licensees affiliated with REALTOR® as designated agents to the exclusion of all other affiliated licensees.

Does Owner consent to REALTOR®'s appointment of designated agent(s)? (Check one of the following):

☐ Yes ☐ No ☒ Not applicable because designated agency is not offered by REALTOR®'s company policy.

An individual broker, designated broker or office manager/supervising broker affiliated with REALTOR® shall not be considered to be a dual agent or transaction broker solely because such broker has appointed one or more affiliated licensee(s) to represent Owner to the exclusion of all other affiliated licensees of REALTOR®; however, any licensee who personally represents both Owner and the tenant in the same transaction shall be a dual agent or a transaction broker. Further, if such broker supervises the licensees for both sides of a transaction, that broker will be a dual agent or a transaction broker upon learning confidential information about either party to a transaction or upon being consulted by any licensee involved in the transaction. Also, when the broker supervises the licensee representing or assisting one (1) side of the transaction and personally represents or assists the other side, that broker will be a dual agent or a transaction broker. Any such broker or licensee shall be required to comply with the provisions regarding dual agent or transaction brokers under Missouri law as set forth following the parties' signatures below.

D. Conversion to Transaction Brokerage Where REALTOR® Is Engaged by Tenant to Act as Tenant's Agent or Transaction Broker. If a prospective tenant has engaged REALTOR® to act in the capacity of tenant's agent or transaction broker, Missouri law permits REALTOR® to show the Property and otherwise assist the tenant as a transaction broker assisting both Owner and the tenant without an agency relationship to either of them, with the written consent of all parties. In such case REALTOR® may act as a transaction broker with the duties and obligations of a transaction broker under Missouri law as set forth following the parties' signatures below. **Note:** If REALTOR® wishes to convert to transaction brokerage but Owner does not consent to such conversion, then REALTOR® may without liability withdraw from representing Owner. Such withdrawal shall not prejudice the ability of REALTOR® to continue to represent the other client in the transaction or limit REALTOR® from representing Owner in another transaction not involving transaction brokerage.

Does Owner consent to REALTOR® assisting both Owner and a tenant as a transaction broker? (Check one of the following): ☐ Yes ☒ No ☐ Not applicable because transaction brokerage is not offered by REALTOR®'s company policy.

E. Designated Transaction Broker for Landlord and Tenant. Missouri law permits REALTOR® to appoint one or more licensees affiliated with REALTOR® as designated transaction broker(s) to assist Owner without an agency relationship, to the exclusion of all other affiliated licensees.

Does Owner consent to REALTOR®'s appointment of designated transaction broker(s)? (Check one of the following):

☐ Yes ☐ No ☒ Not applicable because designated transaction brokerage is not offered by REALTOR®'s company policy.

6. RESPONSIBILITIES OF OWNER. Duties and responsibilities of Owner under this Contract include:

A. Furnish Documents. Furnish REALTOR® all documents and records required to properly manage the Property, including but not limited to Owner tax identification number(s), non-foreign ownership certification and related forms (e.g., W-9, 1099), copies of all leases, status of rental payments, loan payment information and existing service contracts. Owner acknowledges having read and approved the information contained in the Property Data Form (if any) regarding the Property, and that REALTOR® is authorized to rely upon said information in advertising and promoting the Property. Owner (check one) ☐ DOES ☒ DOES NOT agree to complete and deliver to REALTOR® a Disclosure Statement form. Owner authorizes REALTOR® to provide to prospects any such Disclosure Statement and information contained in any such Property Data Form. Owner represents that all information in the Disclosure Statement and Property Data Form (if any) is (or when delivered will be) true and accurate to the best knowledge of Owner, and that Owner will fully and promptly disclose in writing to REALTOR® any new information pertaining to the Property that is discovered by or made known to Owner at any time during the term of this Contract and constitutes an adverse material fact or would make any existing information in the Disclosure Statement or Data Form false or materially misleading, and to sign such revised form(s) as may be necessary. Owner further agrees to promptly furnish REALTOR® with all inspection reports (if any) regarding the Property, and authorizes REALTOR® to disclose and provide such reports to prospects.

B. Insurance Policies. Furnish REALTOR® with the name, address and telephone number of the agent and underwriter for each insurance policy, policy number and, upon request, with copies of all insurance policies from time to time carried by Owner during the term of this Contract and any endorsement(s) called for herein or by the terms of any lease agreement entered into, together with written authorization (if needed) for REALTOR® to communicate with the insurer. Owner agrees to carry fire and extended coverage insurance, and bodily injury, property damage and personal injury public liability insurance in limits as required pursuant to any lease agreement entered into, but in any event not less than \$ **100,000.00**, and to name REALTOR® as an additional insured party.

C. Reimbursement of Advancements. Reimburse REALTOR®, on demand, all monies advanced by REALTOR® for account of Owner in carrying out the purposes of this Contract; it being understood that REALTOR® is not obligated to advance any money hereunder.

D. Compensation Due REALTOR®. To pay REALTOR® for services as follows:

(1) **For Management.** **10.000** % of the gross amount of money received from the operation of the Property during the term of this Contract, however, in no event less than \$ **75.00** (check one) per ☒ month ☐ quarter ☐ year. REALTOR® shall also receive a minimum fee of \$ **N/A**, per unit, for each month that any such unit is not leased.

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(2) **For Leasing.** For each time a unit is leased REALTOR® shall receive **50.000** % of the first full month's rent for each rental unit, or **n/a** % of the total rent for the entire term of the lease, whichever is greater ("Leasing Compensation").

(3) **Termination Fee on Sale of Property.** If Owner sells the Property during the term of this Contract, Owner shall pay REALTOR® at the time of the closing of the sale a termination fee of \$ **500.00**. Thereupon, this Contract shall terminate. Owner, however, shall be required to give REALTOR® prior Notice as provided for in §3.

(4) **Additional Fees.** Forfeited rent, deposits and fees charged for the following shall be split as indicated:
 Rents: **10.000** % REALTOR® **90.000** % Owner Return check fee: **100.000** % REALTOR® **zero** % Owner
 Security/Pet Deposits: **10.000** % REALTOR® **90.000** % Owner Lease Amendment fees: **100.00** % REALTOR® **zero** % Owner
 Late Rent Fees: **100.000** % REALTOR® **zero** % Owner After Hours Service: **100.000** % REALTOR® **zero** % Owner
 Subleasing fees: **100.000** % REALTOR® **zero** % Owner Other [specify **Application fees, tenant liability insurance and administration fees**]: **100.000** % REALTOR® **zero** % Owner

7. TAXES AND INSURANCE. (Check one box, as applicable, for both "a" and "b" below)

A. ☒ Owner ☐ REALTOR® shall pay any real property taxes and other taxes levied and assessed against the Property. If REALTOR® is to pay taxes pursuant to this paragraph, REALTOR® shall withhold from gross revenues an amount equal to the estimated annual taxes and then pay such taxes from this reserve prior to delinquency.

B. ☒ Owner ☐ REALTOR® shall pay the premiums for fire and extended coverage and liability insurance. If REALTOR® is to pay the insurance premiums, then REALTOR® shall withhold from gross revenues an amount equal to the estimated annual insurance payments and then pay such premiums from this reserve prior to delinquency.

8. CONFORMITY WITH THE LAW. Landlord hereby represents to REALTOR® that the Property is in full compliance with the requirements of all applicable laws. REALTOR® is hereby authorized to take such actions as REALTOR® deems appropriate to comply with such laws.

9. INDEMNIFICATION OF REALTOR®. Except for the willful and reckless misconduct and gross negligence of REALTOR®, Owner agrees to indemnify and defend REALTOR® against all costs, expenses, bad checks, losses because of a tenant's bankruptcy, attorney's fees, suits, liabilities and any other damages, arising from or connected in any way with the operation or management of the Property by REALTOR® or the performance or exercise of any of the duties, obligations or powers herein granted to REALTOR®, including the costs of defense.

10. MISCELLANEOUS AGREEMENTS.

A. Owner reserves the right to change, upon Notice to REALTOR®, the acceptable terms of any future lease(s) of the Property, including but not limited to terms regarding rental rates, security and pet deposit amounts and arrangements for repairs. Initial rental rates and security and pet deposit amounts set by Owner are: (attach additional pages, as necessary, if more than one Property is to be managed):

Rental rate: \$ 1,400.00

Security and Pet Deposit amounts: \$ 1,500.00

B. The parties specifically acknowledge and agree that (check one):

☐ Owner ☐ REALTOR® or ☒ tenant shall be responsible to maintain (or cause to be maintained) any lawn at the Premises
☐ Owner ☐ REALTOR® or ☒ tenant shall be responsible for snow and ice removal from the Property.

C. When REALTOR® deems advisable for the showing of prospective tenants, for service or repairs or protecting unoccupied or vacant units, REALTOR® may have utilities turned on (to be paid by Owner).

D. REALTOR® shall not be held responsible for handling or making any governmental agency reports for Owner, nor held responsible to meet any government requirements.

E. If REALTOR® also has a listing agreement with Owner for the sale of the Property at any time during the term of this Contract, if any tenant procured by REALTOR® shall enter into a contract or exercise an option to purchase the Property from Owner during the term of the lease, then Owner agrees to compensate REALTOR® in accordance with the listing contract. If the lease includes an option to purchase and separate consideration is paid for the option, Owner agrees that if the option is not exercised the consideration shall be divided equally between Owner and REALTOR®; provided that REALTOR® shall in no event receive any money for services greater than the amount of the agreed compensation.

11. NOTICES. For purposes for this Contract, any notice, consent, approval or demand required to be made under the terms hereof ("Notice") shall be in writing and, until changed by at least fifteen (15) days prior Notice to the other party, shall be addressed to REALTOR® or Owner (as the case may be) at the address set forth on the signature page of this Contract. Notice to either party may also be sent via other means (including personal delivery, courier or messenger service or as permitted or required under applicable law). Any such Notice shall be deemed to have been duly given when actually received by the intended recipient (or as provided under applicable law). Refusal to accept service of a Notice shall constitute delivery of Notice.

12. BINDING EFFECT. This Contract shall be binding upon the parties hereto, upon the successors and assigns of REALTOR®, and the heirs, personal representatives, successors and assigns of Owner. The undersigned warrant(s) that they are the sole owner(s), or the sole authorized representative(s) of the owner(s), of the Property, with legal authority to contract for its management; it being understood and agreed, however, that if there is more than one Owner of the Property, that the first person or entity identified as Owner on the signature page of this Contract is hereby authorized to act on behalf of all other persons and entitles holding an ownership interest in the Property, and to give and receive all Notices required or permitted hereunder on behalf of all such Owner(s) (at the address set forth on the signature page of this Contract).

13. LEAD-BASED PAINT DISCLOSURE. (Check A or B)

☐ A. Owner represents and warrants that the sale or lease of the Property is exempt from the disclosure obligations under 42 U.S.C. 4852d because (1) the Property is not residential real property, (2) the Property was constructed in 1978 or later, or (3) other (Describe) _____

- ☒ **B.** The sale or lease of this Property is not exempt from the disclosure obligations under 42 U.S.C. 4852d.
(Attach Lead-Based Paint Disclosure Form)

14. MINIMUM BROKERAGE SERVICES (\$339,780.7 R.S. Mo.). Owner acknowledges having read the applicable "Duties and Obligations" on the following pages of this form, and that pursuant to Missouri law, REALTOR®, through its designated broker and/or through one or more affiliated licensees, shall provide, at a minimum, the following services:

1. Accept delivery of and present to Owner or customers offers and counteroffers to lease the Property;
2. Assist Owner or customers in developing, communicating, negotiating and presenting offers, counteroffers, and notices that relate to the offers and the counteroffers until a lease agreement is signed and all contingencies are satisfied or waived; and
3. Answer Owner or customer questions relating to the offers, counteroffers, notices and contingencies.

15. FRANCHISE DISCLOSURE. Although REALTOR® may be a member of a franchise, the franchisor is not responsible for the acts of REALTOR®.

16. TRANSACTION INFORMATION. Permission is hereby granted by Owner for REALTOR® to provide information of any transaction consummated pursuant hereto, including but not limited to rental rates, lease term and Property address, to any multi-listing service, local Association or Board of REALTORS®, its members, member's prospects, appraisers and other professional users of real estate data.

17. ANTI-TERRORISM. Each Owner represents and warrants that such party is not, and is not acting, directly or indirectly, for or on behalf of any person or entity, named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) or with whom REALTOR® is prohibited to do business with under anti-terrorism laws.

18. SIGNATURES. This Contract may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing or amending this Contract, or delivering a Notice pursuant hereto, a document signed and/or transmitted by any electronic form deemed valid in accordance with the Missouri Uniform Electronic Transactions Act, including but not limited to by facsimile machine, digital signature, or a scanned image, such as a pdf via e-mail is to be treated as an original signature and document. At the request of any party, the others will confirm facsimile or scanned image signatures by signing an original instrument. Owner and REALTOR® expressly acknowledge and agree that changes to this Contract may be made via the email addresses set forth below (mark the e-mail address lines "N/A" or "Not Authorized" if not so authorized).

19. SPECIAL AGREEMENTS. see attached Exhibit A

20. Effective Date. The "Effective Date" shall be the date of final acceptance hereof, as indicated by the date adjacent to the signature of the last party to sign this Contract or (specify if otherwise) _____.

PROPERTY MANAGEMENT AGREEMENT ACCEPTED

By signing below, Owner indicates that Owner has ACCEPTED this Contract and acknowledges receipt of one (1) copy hereof. Owner also confirms receipt of the Missouri Real Estate Commission Broker Disclosure Form on or before signing this Contract, or upon REALTOR®'s obtaining any personal or financial information, whichever occurred first. Note: All Owners must sign this Contract. (Add additional signature pages if needed).

Owner: _____
Print Name: City of Jackson
Address: 101 Court St
Jackson, MO 63755-1807
Phone: (573)243-4404
Email: lwalker@jacksonmo.org
Fax: _____
Date: _____
Owner: _____
Print Name: _____
Date: _____

SOTO Property Solutions

REALTOR®'s Firm Name

DocuSigned by:

By: Jessica Farrar
Print Name: Jessica Farrar
Title: Salesperson
Address: 735 Broadway
Cape Girardeau, MO 63701
Phone: (573)332-7686
Email: jessica@sotopropertysolutions.com
Fax: _____
Date: 2/15/2023

Approved by legal counsel for use exclusively by members of the Missouri REALTORS®, Columbia, Missouri. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practice, and differing circumstances in each transaction, may each dictate that amendments to this Contract be made.
Last revised 12/31/18.

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SELLER'S (OR LANDLORD'S) AGENT'S DUTIES AND OBLIGATIONS (§ 339.730, R.S.Mo.)

1. A licensee representing a seller or landlord as a seller's agent or a landlord's agent shall be a limited agent with the following duties and obligations:

(A) To perform the terms of the written agreement made with the client;

(B) To exercise reasonable skill and care for the client;

(C) To promote the interests of the client with the utmost good faith, loyalty, and fidelity, including:

(i) Seeking a price and terms which are acceptable to the client, except that the licensee shall not be obligated to seek additional offers to purchase the Property while the Property is subject to a contract for sale or to seek additional offers to lease the Property while the Property is subject to a lease or letter of intent to lease;

(ii) Presenting all written offers to and from the client in a timely manner regardless of whether the Property is subject to a contract for sale or lease or a letter of intent to lease;

(iii) Disclosing to the client all adverse material facts actually known or that should have been known by the licensee; and

(iv) Advising the client to obtain expert advice as to material matters about which the licensee knows but the specifics of which are beyond the expertise of the licensee.

(D) To account in a timely manner for all money and property received;

(E) To comply with all requirements of sections 339.710 to 339.860, subsection 2 of section 339.100, and any rules and regulations promulgated pursuant to those sections; and

(F) To comply with any applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and civil rights statutes and regulations.

2. A licensee acting as a seller's or landlord's agent shall not disclose any confidential information about the client unless disclosure is required by statute, rule or regulation or failure to disclose the information would constitute a misrepresentation or unless disclosure is necessary to defend the affiliated licensee against an action of wrongful conduct in an administrative or judicial proceeding or before a professional committee. No cause of action shall arise against a licensee acting as a seller's or landlord's agent for making any required or permitted disclosure.

3. A licensee acting as a seller's or landlord's agent owes no duty or obligation to a customer, except that a licensee shall disclose to any customer all adverse material facts actually known or that should have been known by the licensee. A seller's or landlord's agent owes no duty to conduct an independent inspection or discover any adverse material facts for the benefit of the customer and owes no duty to independently verify the accuracy or completeness of any statement made by the client or any independent inspector.

4. A seller's or landlord's agent may show alternative properties not owned by the client to prospective buyers or tenants and may list competing properties for sale or lease without breaching any duty or obligation to the client.

5. A seller or landlord may agree in writing with a seller's or landlord's agent that other designated brokers may be retained and compensated as subagents. Any designated broker acting as a subagent on the seller's or landlord's behalf shall be a limited agent with the obligations and responsibilities set forth in subsections 1 to 4 of this section.

DUAL AGENT'S DUTIES AND OBLIGATIONS (§ 339.750, R.S.Mo.)

A dual agent shall be a limited agent for both the seller and buyer or the landlord and tenant and shall have the following duties and obligations:

1. Except as provided below, a dual agent may disclose any information to one client that the licensee gains from the other client if the information is material to the transaction unless it is confidential information as defined in section 339.710(8), R.S.Mo.

2. The following information shall not be disclosed by a dual agent without the consent of the client to whom the information pertains:

(A) That a buyer or tenant is willing to pay more than the purchase price or lease rate offered for the Property;

(B) That a seller or landlord is willing to accept less than the asking price or lease rate for the Property;

(C) What the motivating factors are for any client buying, selling, or leasing the Property;

(D) That a client will agree to financing terms other than those offered; and

(E) The terms of any prior offers or counter offers made by any party.

3. A dual agent shall not disclose to one client any confidential information about the other client unless the disclosure is required by statute, rule or regulation or failure to disclose the information would constitute a misrepresentation or unless disclosure is necessary to defend the affiliated licensee against an action of wrongful conduct in an administrative or judicial proceeding or before a professional committee. No cause of action for any person shall arise against a dual agent for making any required or permitted disclosure. A dual agent does not terminate the dual agency relationship by making any required or permitted disclosure.

4. In a dual agency relationship there shall be no imputation of knowledge or information between the client and the dual agent or among persons within an entity engaged as a dual agent.

TRANSACTION BROKER'S DUTIES AND OBLIGATIONS (§ 339.755, R.S.Mo.)

1. A real estate licensee may provide real estate service to any party in a prospective transaction without an agency or fiduciary relationship to one or more parties to the transaction. Such licensee shall be called a transaction broker.
2. A transaction broker shall have the following duties and obligations:
 - (A) To perform the terms of any written or oral agreement made with any party to the transaction;
 - (B) To exercise reasonable skill, care and diligence as a transaction broker, including but not limited to:
 - (i) Presenting all written offers and counteroffers in a timely manner regardless of whether the Property is subject to a contract for sale or lease or a letter of intent unless otherwise provided in the agreement entered with the party;
 - (ii) Informing the parties regarding the transaction and suggesting that such parties obtain expert advice as to material matters about which the transaction broker knows but the specifics of which are beyond the expertise of such broker;
 - (iii) Accounting in a timely manner for all money and property received;
 - (iv) To disclose to each party to the transaction any adverse material facts of which the licensee has actual notice or knowledge;
 - (v) Assisting the parties in complying with the terms and conditions of any contract;
 - (vi) The parties to a transaction brokerage transaction shall not be liable for any acts of the transaction broker.
3. The following information shall not be disclosed by a transaction broker without the informed consent of the party or parties disclosing such information to the broker:
 - (A) That a buyer or tenant is willing to pay more than the purchase price or lease rate offered for the Property;
 - (B) That a seller or landlord is willing to accept less than the asking price or lease rate for the Property;
 - (C) What the motivating factors are for any party buying, selling or leasing the Property;
 - (D) That a seller or buyer will agree to financing terms other than those offered;
 - (E) Any confidential information about the other party, unless disclosure of such information is required by law, statute, rules or regulations or failure to disclose such information would constitute fraud or dishonest dealing.
4. A transaction broker has no duty to conduct an independent inspection or investigation for adverse material facts for the parties.
5. A transaction broker has no duty to conduct an independent investigation of the buyer's financial condition.
6. A transaction broker may do the following without breaching any obligation or responsibility:
 - (A) Show alternative properties not owned by the seller or landlord to a prospective buyer or tenant;
 - (B) List competing properties for sale or lease;
 - (C) Show properties in which the buyer or tenant is interested to other prospective buyers or tenants;
 - (D) Serve as a single agent, subagent or designated agent or broker, limited agent, disclosed dual agent for the same or for different parties in other real estate transactions.
7. In a transaction broker relationship each party and the transaction broker, including all persons within an entity engaged as the transaction broker if the transaction broker is an entity, are considered to possess only actual knowledge and information. There is no imputation of knowledge or information by operation of law between any party and the transaction broker or between any party and any person within an entity engaged as the transaction broker if the transaction broker is an entity.
8. A transaction broker may cooperate with other brokers and such cooperation does not establish an agency or subagency relationship.
9. Nothing in this section prohibits a transaction broker from acting as a single limited agent, dual agent or subagent whether on behalf of a buyer or seller, as long as the requirements governing disclosure of such fact are met.
10. Nothing in this section alters or eliminates the responsibility of a broker as set forth in this section for the conduct and actions of a licensee operating under the broker's license.
11. A transaction broker shall:
 - (A) Comply with all applicable requirements of sections 339.710 to 339.860, subsection 2 of section 339.010 and all rules and regulations promulgated pursuant to such sections; and
 - (B) Comply with any applicable federal, state and local laws, rules, regulations and ordinances, including fair housing and civil rights statutes and regulations.

Exhibit A

Should client/owner add more than the one property, the minimum charge referred to in line 185 shall apply if the aggregate rent is less than the minimum charge as opposed to the minimum charge applying per unit. This special condition supersedes the language in line 185.

One time set up fee per new owner of \$250 will be due at time of contract.

Owner to pay a lease renewal fee of \$75 when the tenant renews their lease.

Monthly statement accessible online. \$25 monthly fee option for paper statements to be mailed each month.

A maintenance coordination fee will be charged for all specialized maintenance contracts negotiated by SOTO in an amount equal to the lesser of 10% of the contract amount or \$125.

Owner to pay \$85 for general inspection.

Owner authorizes and assigns its right to initiate legal action to enforce the terms of all lease agreements to Realtor.

Reference Howard**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards****1 Lead Warning Statement**

2 *Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose*
 3 *health hazards if not managed properly. Lead exposure is especially harmful to young children and*
 4 *pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-*
 5 *based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally*
 6 *approved pamphlet on lead poisoning prevention.*

7 Lessor's Disclosure

8 **(a)** Presence of lead-based paint and/or lead-based paint hazards *(check (i) or (ii) below)*:

9 (i) ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing.
 10 *(explain)*

11 _____
 12 _____
 13 (ii) ☒ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the
 14 housing.

15 **(b)** Records and reports available to the lessor *(check (i) or (ii) below)*:

16 (i) ☐ Lessor has provided the lessee with all available records and reports pertaining to lead-
 17 based paint and/or lead-based paint hazards in the housing *(list documents below)*.

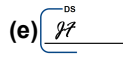
18 _____
 19 _____
 20 (ii) ☒ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint
 21 hazards in the housing.

22 Lessee's Acknowledgment (initial)

23 **(c)** _____ Lessee has received copies of all information listed above.

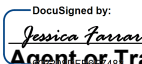
24 **(d)** _____ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.
 25

26 Agent's or Transaction Broker's Acknowledgment (initial)

27 **(e)**  Agent or Transaction Broker has informed the lessor of the lessor's obligations under 42 U.S.C.
 28 4852d and is aware of his/her responsibility to ensure compliance.

29 Certification of Accuracy

30 The following parties have reviewed the information above and certify, to the best of their knowledge, that
 31 the information they have provided is true and accurate.

32	_____	_____	_____	_____
33	Lessor	Date	Lessee	Date
34	City of Jackson			
35	Lessor	Date	Lessee	Date
36	 _____	2/15/2023	_____	_____
37	Agent or Transaction Broker	Date	Agent or Transaction Broker	Date
	Jessica Farrar			

38 **Property Address:** 424 Howard St, Jackson, MO 63755-1521

39 **Listing No.:** _____

DSC-3000

BILL NO. 23-__

ORDINANCE NO. 23-__

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI AND *SOTO PROPERTY SOLUTIONS OF CAPE GIRARDEAU, MISSOURI* RELATIVE TO PROVIDING *PROPERTY MANAGEMENT SERVICES* FOR THE PROPERTY ADDRESSED AS *424 HOWARD STREET*; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

WHEREAS, the Mayor and Board of Aldermen have 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 **SOTO Property Solutions 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 21, 2023.

SECOND READING: February 21, 2023.

PASSED AND APPROVED this 21st day of February, 2023, by a vote of _ ayes, _ nays, _ abstentions and _ absent.

(SEAL)

CITY OF JACKSON, MISSOURI

BY: _____
Mayor

ATTEST:

City Clerk



City of Jackson

MEMO TO: The Honorable Mayor Dwain Hahs and
Members of the Board of Aldermen

FROM: George Harris

DATE: February 1, 2023

SUBJECT: Renovations to the Missouri Room for Municipal Court

The proposed task order is for the creation of two offices within a portion of the Missouri Room for use in Municipal Court. The scope of work for technical services includes:

1. Design of the offices including structural, electrical, and HVAC. The design will result in a deliverable of procurement documents for the project.
2. Consultation during the procurement (bidding) phase of the project.
3. Construction phase services, including shop drawing review and construction observation.

The \$12,000.00 estimate is a not-to-exceed amount and the expected cost for each phase is anticipated to be:

Phase 1: \$7,000 to \$8,000 (\$7,500)
Phase 2: \$1,000 to \$1,500 (\$1,250)
Phase 3: \$2,500 to \$4,000 (\$3,250)

The expected duration of each phase of the project is shown below and indicates the project should be completed within this calendar year.

Phase 1: 2 months
Phase 2: 2 months
Phase 3: 4 months



STRICKLAND
ENGINEERING

113 W. Main Street, Suite 1 Jackson, MO 63755

Tel. 573-243-4080 Fax 573-243-2191

www.stricklandengineering.com

January 13, 2023

Mr. George Harris
City of Jackson
101 Court Street
Jackson, Missouri 63755

Dear Mr. Harris:

Thank you for the opportunity to provide design services for the City of Jackson. Based on the discussion and the information provided, the project consists of the creation of two offices in the existing Missouri Room at City Hall, located at 101 Court Street, Jackson, Missouri (PROJECT). I would like to submit the following proposal to the City of Jackson (CLIENT):

Scope of Services:

1. The Engineer will provide the Client a design for two offices as indicated on the provided sketch.
 - Design would include modification to electrical outlets, lighting, and HVAC, partition walls to minimize sound conveyance, and would include carpet for the two office areas.
2. The Engineer will provide consultation to the Client during the bid phase of the above project.
3. The Engineer will provide consultation, shop drawing review for the Client, and site observation visits to the project during the construction phase of the above project.

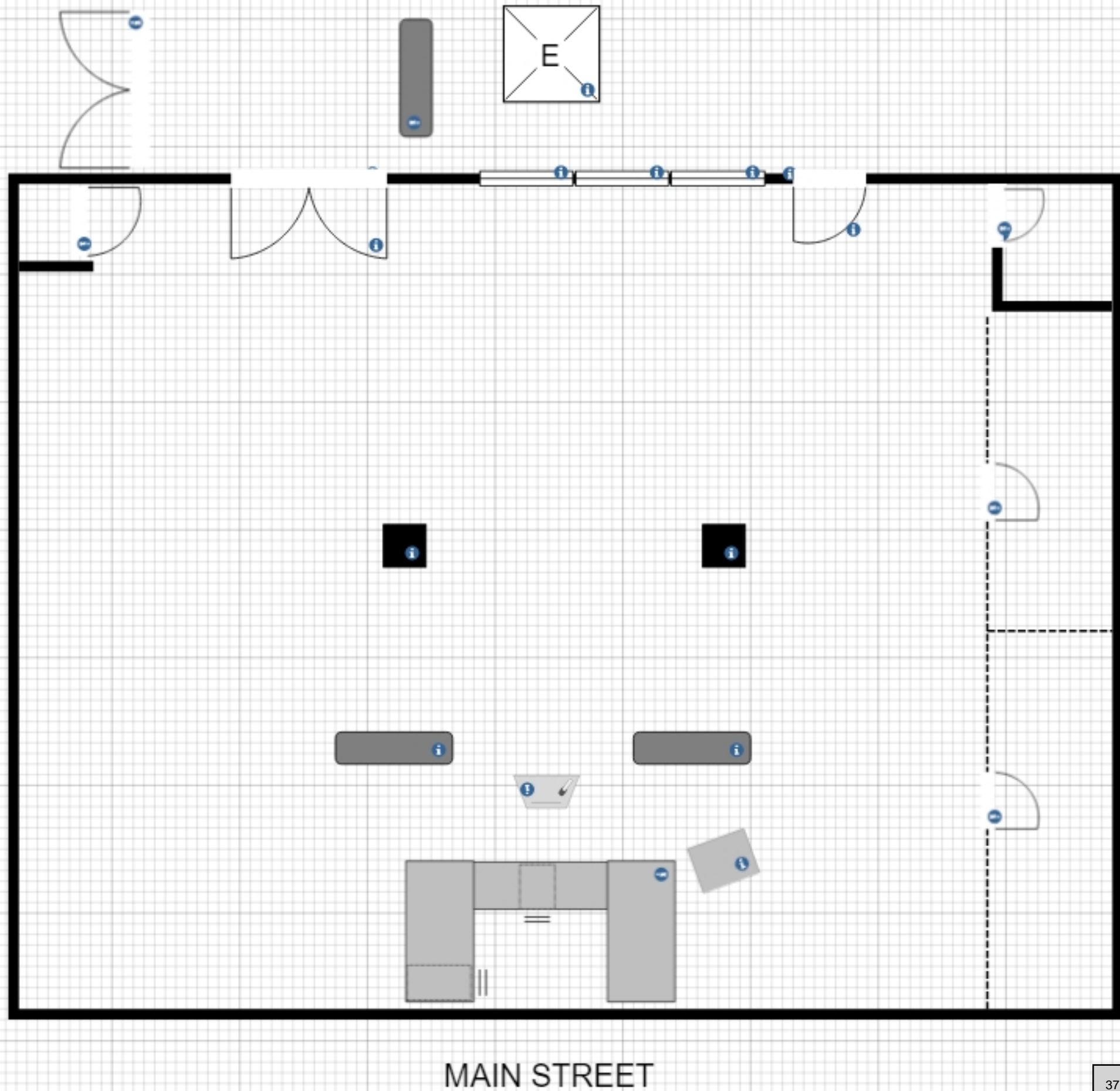
Strickland Engineering will provide the above services for a time and material basis with a not to exceed amount of \$12,000.00 as outlined above per our master service agreement with the City of Jackson.

The services for the above project can be completed in a mutually agreed upon schedule once approval has been received. Strickland Engineering looks forward to working with you on this project. I hope this proposal meets with your approval. Please call with questions or if you require any additional information.

Sincerely,

Mark D. Strickland

Mark D. Strickland, P.E.
Strickland Engineering, LC





PUBLIC WORKS MEMORANDUM

City of Jackson

TO: Mayor and Board of Aldermen

CC: Jim Roach, City Administrator

FROM: Anna Bergmark, City Engineer

DATE: February 13, 2023

RE: Change Order No 1. – Mary Street Bridge and Sidewalk Improvement Project.

Attached to this memo is Change Order No 1 for the Mary Street Bridge and Sidewalk Improvement Project. The purpose of this change order is to extend the contract date to May 18, 2023. This extension is due to the asphalt plants being closed for the winter season. This change order also includes additional quantities that have occurred thus far in the project. These changes include the removal of a tree that interfered with the electric pole guy wire, modifications to the sidewalks on the bridge to ensure ADA compliance, rock excavation, and a correction in the quantity of storm sewer. The total cost of all the changes resulted in an increase of \$40,957.56.

I recommend approval of this change order.

CHANGE ORDER #1

CONTRACTOR: Putz Construction
PROJECT NAME: Mary Street Bridge Improvements

CITY: Jackson
PROJECT NO.:

The Contractor is hereby directed to make the following changes from the contract:

1. DESCRIPTION AND REASON FOR CHANGE:

- A) Documents are attached on a T&M schedule
B) On the engineered plans there was a quantity bust going from New Curb Inlet #2 to Bent #2 of 14LF
C) Additional Asphalt and Waterproofing membrane is to make the sidewalk across the bridge ADA compliant
D) Removal of Changeable Message board, Sub contractor forgot to bring them out, by the time it was discovered there was not a need for the signs.
E) Time Extension is due to Asphalt Plants not being open at the end of the project, this was discussed during the PreCon, An Estimated open date for Asphalt Plants is around the middle of April. By pushing the completion date to May 18th, this give the contractor time to finish a the guard rails, pedestrian fence and striping after asphalt
F) Per direction from the City of Jackson, it was decided to pay for the substantial rock excavation
G) With the addition of the asphalt in the sidewalk area on the bridge to make ADA compliant, it was necessary to block out around the guard rail bolts and pedestrian fence bolts because the length of the bolts on the box beams are not long enough once you put down 3" of asphalt. (Additional documentation is attached)

2. COST OF WORK AFFECTED BY THIS CHANGE ORDER.

EST. LINE NO.	CONTRACT ITEM NO.	ITEM DESCRIPTION	UNITS PREVIOUSLY PROVIDED FOR	UNITS TO BE CONSTRUCTED	UNITS OVERRUN, UNDERRUN, CONTINGENT	UNIT	CONTRACT OR ADJUSTED UNIT PRICE	AMOUNT OF OVERRUN OR PLUS CONTINGENT	AMOUNT OF UNDERRUN OR MINUS CONTINGENT
	CONT #1	Tree Removal	0	1	1.00	LS	\$1,935.56	\$1,935.56	
21	7261018	Storm Sewer 18" RCP	120	134	14.00	LF	\$95.00	\$1,330.00	
7	4011208	Bituminous Pavement Mixture (BP-2) (Surface Course)	181	213	32.00	TN	\$110.00	\$3,520.00	
66	7034221	Waterproofing membrane and sealer (under asphalt)	381	572	191.00	SY	\$42.80	\$8,174.80	
38	6161099	Changeable Message Sign With Communication Interface, Contractor Furnished, Contractor Retained	2	0	2.00	EA	\$3,850.00		\$7,700.00
		Time Extension	180	254	74.00	DAYS	\$0.00	\$0.00	
	CONT #2	Rock Excavation	40	254	214.00	CY	\$120.00	\$25,680.00	
	CONT #3	3" Pans and post extension for guard rail and pedestrian fence	0	1	1.00	LS	\$8,017.20	\$8,017.20	
					0.00				
TOTALS:								\$48,657.56	\$7,700.00
								\$40,957.56	

3. SETTLEMENT FOR COST OF THE ABOVE CHANGE TO BE MADE AT CONTRACT UNIT PRICES, EXCEPT AS NOTED:

Please find the attached Contingent Item Price Check Supplemental Sheets for new items.

4. COST ADJUSTMENTS TO THE CONTRACT:

- CONTRACT AMOUNT
- OVERRUN PREVIOUS CHANGE ORDERS
- OVERRUN THIS ORDER
- UNDERRUN PREVIOUS CHANGE ORDERS
- UNDERRUN THIS ORDER
- PROJECT TOTAL

	\$1,643,870.58
\$48,657.56	
\$7,700.00	
	\$1,684,828.14

THE TERMS OF SETTLEMENT OUTLINED ABOVE ARE HEREBY AGREED TO:

APPROVED: CITY OF JACKSON (OWNER)	DATE	APPROVED: Putz Construction	DATE
			2/3/23
APPROVED: MODOT	DATE	APPROVED: COCHRAN ENGINEERING	DATE
			2/1/2023

Date: 12/21/22

Change Order No: 1

Putz Construction, LLC
Change Order #1
Summary of Costs

Project: Mary St. Bridge Improvements

City/State Jackson MO

Contract ID:

Desc. and loc. of work: Removal of Tree, root wad, fill and compaction for contracted pavestone wall.

Job Number:

Cont. Line Number:

	Wages	Fringe Benefits	Total
Labor Account:	\$265.64	\$170.76	\$ 436.40
Plus 20% of Labor Account			\$ 87.28
Insurance & Social Security Tax Account		Percentage:	\$ -
Plus 20% of Ins. & S.S. Tax Account			\$ -
Materials Account			\$ 200.00
Plus 20% of Materials Account			\$ 40.00
Sales Tax			
	Contractor Owned	Rental	
Equipment Rental Account	\$900.00	\$87.50	\$ 987.50
Plus 20% of Contractor Owned Equipment			\$ 180.00
Plus 5% of Rental Equipment			\$ 4.38
Subcontract work:			\$ -
Overhead on Approved Subcontract Work (5% of work cost)			\$ -
		GRAND TOTAL	\$ 1,935.56

Approved By: (Title)

For: (Contractor)

See first page for signatures approving the change order in its entirety

Date: 12/21/22

Change Order No: 1
Report No:

Putz Construction, LLC
Change Order #1
Labor Cost

Project: Mary Street Bridge Improvements
City/State: Jackson Mo
Contract ID:
Description and location of work:

Name	Classification	Number of Hours		Rate per Hour	Fr. Ben. per Hour	Wage Amount	Fr. Ben. Amount
Tony Barks	Operator	Base	4	\$35.66	\$28.07	\$142.64	\$112.28
		O.T.			\$28.07		
Ryan Schumer	General Laborer	Base	2	\$30.75	\$14.62	\$61.50	\$29.24
		O.T.			\$14.62		
Wyatt Stroder	General Laborer	Base	2	\$30.75	\$14.62	\$61.50	\$29.24
		O.T.			\$14.62		
		Base					
		O.T.					
		Base					
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Total This Report						\$265.64	\$170.76
Total Previous						\$0.00	\$0.00
Total to Date						\$265.64	\$170.76

(City of Jackson)

Equipment Summary

Yes X
No

(Putz Construction)

See first page for signatures approving the change order in its entirety

Date: 12/21/22

Change Order No: 1

Report No:

Putz Construction, LLC

Summary of Equipment & Material Cost

Project: Mary St. Bridge Improvements
 City/State Jackson MO
 Contract ID:
 Descrip. and
 loc. of work:

Date 12/21/2022
 Report #
 C.O. # 1

Equipment Account

Type, Size, & Model No. of Equipment	Year	Rental? Y or N	# of Hours	Hourly Rate	Amount for Cont. Owned Equip.	Amount for Rental Equip.
315 Excavator	?????	N	3	\$150.00	\$450.00	
Dump Truck	2020	N	2	\$100.00	\$200.00	
Dump Truck	2019	N	2	\$100.00	\$200.00	
289 Skid Loader	?????	N	0.5	\$100.00	\$50.00	
CP56B Sheeps Foot	?????	N	0.5	\$175.00		\$87.50
Total Contractor Owned Equipment This Report					\$900.00	
Previous Contractor Owend Equipment Total						
Total Contractor Owned Equipment to Date					\$900.00	
Total Rental Equipment This Report						\$87.50
Previous Rental Equipment Total						
Total Rental Equipment to Date						\$87.50
Total Equipment Account to Date					\$987.50	

Materials Account

Kind of Material	Furnished By	Invoice #	Size or Amount	Units Used	Unit Cost	Amount
Disposal of Debris	Putz Construction	N/A	EA	1	\$200.00	\$200.00
Total Materials This Report						\$200.00
Previous Materials Account						
Total Materials Account to Date						\$200.00

(City of Jackson)

(Putz Construction)

See first page for signatures approving the change order in its entirety

***Any item in blue must be entered manually by the user

Date: 1/26/23

Change Order No: 2

Report No: _____

Putz Construction, LLC
Equipment and Materials Record

Route: Mary Street
 County: Cape Girardeau
 Contract ID: _____
 Descrip. and
 loc. of work: Bridge railing re-design and re-work

Equipment Account

Type,Size, & Model No. of Equipment	Year	Rental? Y or N	# of Hours	Hourly Rate	Amount for Cont. Owned Equip.	Amount for Rental Equip.
Total Contractor Owned Equipment This Report						
Previous Contractor Owend Equipment Total						
Total Contractor Owned Equipment to Date						
Total Rental Equipment This Report						
Previous Rental Equipment Total						
Total Rental Equipment to Date						
Total Equipment Account to Date						

Materials Account

Kind of Material	Furnished By	Invoice #	Size or Amount	Units Used	Unit Cost	Amount
1/2" Spacer	Custom Cut Fabrication LLC	22167	Lump Sum	1	\$2,227.00	\$2227.00
3" Deep Pans	Custom Cut Fabrication LLC	22167	Lump Sum	1	\$2,227.00	\$2227.00
3" Post Extension	Custom Cut Fabrication LLC	22167	Lump Sum	1	\$2,227.00	\$2227.00
Total Materials This Report						\$6681.00
Previous Materials Account						
Total Materials Account to Date						\$6681.00

(MoDOT)

(Contractor)

See first page for signatures approving the change order in its entirety