



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, March 06, 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 21, 2023.

FINANCIAL AFFAIRS

3. Motion approving payment of the semimonthly bills.

ACTION ITEMS

Power, Light, and Water Committee

4. Motion approving a City of Jackson merchant application with CSG Forte Payments, Inc., of Allen, Texas, for payment processing services through a CivicPlus application, CivicGov.
5. Resolution declaring the intent of the City of Jackson, Missouri, to proceed with the issuance of Combined Waterworks and Sewerage System Revenue Bonds.
6. Motion accepting a quote from Shawnee Electric Contractors, Inc., of Cape Girardeau, Missouri, in the amount of \$1,821.00, relative to the Jackson Civic Center Assisted Door Opener Project.
7. Bill proposing an Ordinance authorizing a contractual agreement with Shawnee Electric Contractors, Inc., relative to the Jackson Civic Center Assisted Door Opener Project.
8. Motion accepting a quote from Cape Paint & Glass, Inc., of Cape Girardeau, Missouri, in the amount of \$5,986.00, relative to the Jackson Civic Center Assisted Door Opener Project.
9. Bill proposing an Ordinance authorizing a contractual agreement with Cape Paint & Glass, Inc., relative to the Jackson Civic Center Assisted Door Opener Project.

Street, Sewer, and Cemetery Committee

- [10.](#) Motion approving a City of Jackson merchant application with CSG Forte Payments, Inc., of Allen, Texas, for payment processing services through a CivicPlus application, CivicRec.
- [11.](#) Motion approving the Preliminary Plat of Orchard Place Subdivision, as submitted by The Villas of West Park, LLC.
- [12.](#) Bill proposing an Ordinance amending the "Handicapped Parking Designated Schedule" – Schedule XVII, by establishing a designation on Daisy Avenue.
- [13.](#) Bill proposing an Ordinance authorizing a contractual agreement with Southeast Missouri Pets, of Cape Girardeau, Missouri, relative to providing services to the City of Jackson.

NON-AGENDA CITIZEN INPUT

INFORMATION ITEMS

14. Report by Mayor
15. Reports by Board Members
16. Report by City Attorney
17. Report by City Administrator
18. 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 03/03/2023 at 04:00 PM.



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

MINUTES

The Board of Aldermen met in the Regular Session with Mayor Dwain L. Hahs in the chair and the following Board Members present: Joe Bob Baker, Mike Seabaugh, David Reiminger, Tommy Kimbel, Katy Liley, David Hitt, and Wanda Young. Present-7; Absent-1: Paul Sander.

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

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

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

Motion to Adopt the Agenda)

Motion made by Alderman Baker, seconded by Alderwoman Liley, to adopt the agenda, as presented. Ayes-7; Nays-0; Absent-1.

Motion to Approve the Minutes of the)
 February 6, 2023, Regular Board)
 Meeting)

Motion made by Alderwoman Liley, seconded by Alderman Hitt, to approve the minutes of the preceding Regular Board Meeting of Monday, February 6, 2023. Ayes-7; Nays-0; Absent-1.

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-7; Nays-0; Absent-1.

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

Motion made by Alderwoman Young, seconded by Alderman Kimbel, to approve the City Collector's Electric, Water & Sewer, Taxes & Licenses, and Refuse Report for January, 2023. Ayes-7; Nays-0; Absent-1.



CITY OF JACKSON


MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Tuesday, February 21, 2023 at 6:00 PM

Board Chambers, City Hall, 101 Court St.

MINUTES

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						



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MINUTES

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

Motion made by Alderman Kimbel, seconded by Alderman Seabaugh, to approve the City Clerk's and City Treasurer's Reports for January, 2023. The City Clerk's Report is as follows: Electric Receipts – \$2,965.00; Cemetery Receipts – \$11,375.00; Water Receipts – \$2,545.00; Wastewater Receipts – \$0.00; General Revenue Receipts – \$33,714.24; Inmate Security Fund – \$0.00; Park Receipts – \$460.00; Trust & Agency Receipts – \$0.00; Park Foundation Receipts – \$0.00; Recreational Development Receipts – \$531.00; Landfill Receipts – \$433.88; Recreation Sales Tax Receipts – \$14,099.25; Health Insurance - \$1,177.00; Stormwater Maintenance Receipts – \$177.28; and Transportation Sales Tax Receipts – \$1,132.50. The Water & Light Deposit balance as of January 1, 2023 – \$281,270.89; Deposits - \$10,770.64; Refunds - \$14,491.40; balance as of January 31, 2023 – \$277,550.13. Ayes-7; Nays-0; Absent-1.

CITY TREASURER'S REPORT FOR JANUARY, 2023

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



CITY OF JACKSON

MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Tuesday, February 21, 2023 at 6:00 PM

Board Chambers, City Hall, 101 Court St.

MINUTES



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING

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Board Chambers, City Hall, 101 Court St.

MINUTES

Motion to Approve a Proclamation)
 Designating the City of Jackson,)
 Missouri, as a Purple Heart City)

Motion made by Alderman Reiminger, seconded by Alderman Seabaugh, to approve a Proclamation designating the City of Jackson, Missouri, as a Purple Heart City. Ayes-7; Nays-0; Absent-1.

Motion to Accept a Proposal from SOTO)
 Property Solutions, of Cape Girardeau,)
 Missouri, relative to Providing Property)
 Management Services for the Property)
 Addressed as 424 Howard Street)

Motion made by Alderman Reiminger, seconded by Alderman Kimbel, to accept a proposal from SOTO Property Solutions, of Cape Girardeau, Missouri, relative to providing property management services for the property addressed as 424 Howard Street. Ayes-6; Nays-0; Abstention-1: Alderman Seabaugh; Absent-1: Alderman Sander.

Ordinance No. 23-15 Re: To Authorize a)
 Contractual Agreement with SOTO)
 Property Solutions, of Cape Girardeau,)
 Missouri, relative to Providing Property)
 Management Services for the Property)
 Addressed as 424 Howard Street)

The matter of authorizing a contractual agreement with SOTO Property Solutions, of Cape Girardeau, Missouri, relative to providing property management services for the property addressed as 424 Howard Street, came on for consideration. Alderman Reiminger introduced Bill No. 23-15, 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 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.

On a motion made by Alderman Reiminger, seconded by Alderman Kimbel, Bill No. 23-15 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. 23-15 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. 23-15 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Kimbel-aye; Alderman Hitt-aye; Alderman Reiminger-aye; Alderwoman Young-aye; Alderman Baker-aye; Alderman Seabaugh-abstain; Alderwoman Liley-aye; and Alderman Sander-absent.

BILL NO. 23-15

ORDINANCE NO. 23-15

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



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MINUTES

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 6 ayes, 0 nays, 1 abstention and 1 absent.

CITY OF JACKSON, MISSOURI

(SEAL)



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Tuesday, February 21, 2023 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

ATTEST:

By: Dwain L. Hahs (signed)
 Mayor

Liza Walker (signed)
 City Clerk

Motion to Set a Public Hearing for)
 Monday, March 20, 2023, Regarding a)
 Text Amendment to Chapter 65 (Zoning))
 Regarding the Addition of Provisions)

Motion made by Alderwoman Liley, seconded by Alderman Baker, to set 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. Ayes-7; Nays-0; Absent-1.

Motion to Approve Task Order)
 Authorization No. 23-05 to Strickland)
 Engineering, LC, of Jackson, Missouri,)
 relative to Providing Engineering)
 Services under the Missouri Room)
 Renovations Project)

Motion made by Alderwoman Liley, seconded by Alderman Hitt, to approve 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. Ayes-7; Nays-0; Absent-1.

Motion to Approve Change Order No. 1)
 to Putz Construction, LLC, of Millersville,))
 Missouri, relative to the West Mary)
 Street Bridge and Sidewalk)
 Improvements Project)

Motion made by Alderwoman Liley, seconded by Alderwoman Young, to approve 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. Ayes-7; Nays-0; Absent-1.

City Administrator James Roach)
 requests Closed Session)

Now comes forth City Administrator James Roach to request to proceed into closed session for two items of real estate in accordance with Section 610.021(2) RSMo.

Motion to Recess the Meeting to Study)
 Session)

On a motion by Alderman Baker, seconded by Alderwoman Liley, to recess the meeting at 6:12 P.M., to convene to the Study Session. Ayes-7; Nays-0; Absent-1.

.....
 Returned to Open Session at 6:34 P.M., from Study Session.



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
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MINUTES

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

Meeting concluded at 6:34 P.M. On a motion by Alderman Baker, seconded by Alderwoman Liley, it is ordered that the Board now convene into closed session for two items of real estate in accordance with Section 610.021(2) RSMo and that the meeting will stand adjourned upon the adjournment of the closed session. On roll call: Alderwoman Young-aye; Alderman Seabaugh-aye; Alderman Sander-absent; Alderwoman Liley-aye; Alderman Kimbel-aye; Alderman Reiminger-aye; Alderman Hitt-aye; and Alderman Baker-aye. Ayes-7; Nays-0; Absent-1.

ATTEST:

Mayor

City Clerk



Memo

To: Mayor and Members of the Board of Aldermen

From: Joan Evans

Date: Friday, March 3, 2023

Re: Merchant Application for Payment Services through CSG Forte, Inc. - CivicGov

Electronic payment processing will be an integral part of the CivicGov online platform that is being set up for Building and Planning's permitting and licensing needs. Payment processing is a specialized service that is integrated into billing platforms.

Since the City already has an agreement in place with the payment processor CSG Forte, Inc. for our utility billing, we request that the Board approve the City's application for an additional merchant ID under that agreement, to be used for the CivicGov program. Transaction costs will be covered by the payee with no additional cost to the City of Jackson.



Merchant Application

Business Information			
Merchant's Legal Name: CITY OF JACKSON		Department (DBA): BUILD-PLAN	
Physical Street Address (No PO Boxes): 101 COURT STREET			
City: JACKSON		State: MO	Zip Code: 63755-1807
Phone: 573-243-3568		Fax: 573-204-8292	
Customer Service/General Office Phone Number:		Website: WWW.JACKSONMO.ORG	
Primary Contact-System Administrator:		Secondary Contact-Billing:	
Name: GINGER EARNEST		Name: CRYSTAL REID	
Business Phone: 573-243-2300		Business Phone: 573-243-3568	
E-mail: GEARNEST@JACKSONMO.ORG		E-mail: AP@JACKSONMO.ORG	
IT Contact:		Third Party Vendor (If Applicable)	
Name: JOAN EVANS		Vendor Name: CIVICPLUS	
Business Phone: 573-243-3568 x2017		Contact Name:	Contact Phone:
E-mail: IT@JACKSONMO.ORG		Email:	
Business Profile			
Federal Tax ID:	Merchant Time Zone: Central Cut-Off Time: 12:00 AM Midnig		
Avg. Bill Amt.: \$		Max. Bill Amt.: \$	
Gross Annual \$ Collected (Cash/Check/CC/Money Order): \$			
Bank Account Where Funds Will Be Deposited			
Deposit Transit Routing/ABA Number (9 Digits):		Deposit Bank Account Information DDA/Checking Account #:	
If a Different Bank Account Is Needed to Debit Fees, Provide the Information Below			
Debit Transit Routing/ABA Number (9 Digits): N/A		Debit Bank Account Information DDA/Checking Account #: N/A	
Select Services	Select Payment Types To Be Accepted		Pricing
<input checked="" type="checkbox"/> Internet (WEB) <input type="checkbox"/> Phone (IVR) <input type="checkbox"/> Terminal (POS)	<input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> Discover <input type="checkbox"/> AMEX <input type="checkbox"/> eCheck <input checked="" type="checkbox"/> All <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> Discover <input type="checkbox"/> AMEX <input type="checkbox"/> eCheck <input type="checkbox"/> All <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> Discover <input type="checkbox"/> AMEX <input type="checkbox"/> All Number of Terminals <input type="text" value="Select"/>		**See and sign the Pricing Schedule
What type of services or products are you accepting payments for? BUILDING PERMIT FEES, LICENSING FEES			
Notifications			
Name: GINGER EARNEST Phone Number: 573-243-2300 Email: GEARNEST@JACKSONMO.ORG <input type="checkbox"/> Returned Check <input type="checkbox"/> Training <input type="checkbox"/> Reporting <input type="checkbox"/> IT <input type="checkbox"/> Accounting <input type="checkbox"/> Notifications/Maintenance <input checked="" type="checkbox"/> All			
Name: LARRY MILLER Phone Number: 573-243-2300 Email: LMILLER@JACKSONMO.ORG <input type="checkbox"/> Returned Check <input type="checkbox"/> Training <input type="checkbox"/> Reporting <input type="checkbox"/> IT <input type="checkbox"/> Accounting <input type="checkbox"/> Notifications/Maintenance <input checked="" type="checkbox"/> All			
Name: LIZA WALKER Phone Number: 573-243-3568 Email: CLERK@JACKSONMO.ORG <input checked="" type="checkbox"/> Returned Check <input type="checkbox"/> Training <input checked="" type="checkbox"/> Reporting <input checked="" type="checkbox"/> IT <input type="checkbox"/> Accounting <input checked="" type="checkbox"/> Notifications/Maintenance <input type="checkbox"/> All			
Name: Phone Number: Email: <input type="checkbox"/> Returned Check <input type="checkbox"/> Training <input type="checkbox"/> Reporting <input type="checkbox"/> IT <input type="checkbox"/> Accounting <input type="checkbox"/> Notifications/Maintenance <input type="checkbox"/> All			



Merchant Application

Terminals

Should a Field Be Collected on the Point of Sale Terminal.

☐ Yes ☒ No

If Yes, Provide the Names of the Fields to Be Collected - i.e., Cashier ID or Invoice Number

Name

Name

Does The Terminal Require a Static IP Address?

☐ Yes ☒ No

Receipt Header Information

Signature:

Date:

Printed Name: DWAIN L HAHS

Title: MAYOR



PRICING FEE SCHEDULE

Forté Payment Systems is proud to provide a robust processing platform and flexible pricing strategies:

- **Service Fee Model** – in a service fee model approach, the citizen pays a service fee for processing their transaction. Your office absorbs no cost.
- **Absorbed Model** - credit card/debit card Merchant Services, Electronic Check Services and the Secure Gateway are absorbed by your office.

Service (Convenience) Fee Pricing Option:

MasterCard, Visa, Discover and American Express cards

3.15% of the payment amount with a minimum fee of \$2.00 based upon volume.

Visa Debit (Tax Program only)

\$3.95 Per transaction

Electronic check – online WEB payments

Includes Forté Verification for known accounts.

eCheck Transaction Tiers	Fees	Frequency
\$0.00 to \$50,000.00	\$2.00 w/Verification	Per Transaction
\$50,000.01 to \$75,000.00	\$3.00 w/Verification	Per Transaction
\$75,000.01 to \$100,000.00	\$6.00 w/Verification	Per Transaction
\$100,000.01 to \$150,000.00	\$10.00 w/Verification	Per Transaction
\$150,000.01 + \$250,000.00	\$15.00 w/Verification	Per Transaction

Absorbed Pricing Option:

Emerging Market and Public-Sector Rate Structure

Processing Costs:	Fees	Frequency
Option 1. Visa, MasterCard, Discover, AMEX	3.15%	Per Transaction
Option 2. Visa, MasterCard, Discover,	*Pass Thru pricing + \$0.20+ .40bpts*	Per transaction
American Express	*Pass Thru pricing + \$0.20	Per Transaction
Forté Protect (End-2-End Encryption)	\$0.10	Per transaction
Forté Protect (Key Injection Fee)	\$2.25	One time Per Device
Account Updater (Optional)	\$0.35	Per Transaction
Account Updater (Optional)	\$25.00	Per Month
Credit Card Chargeback Fee	\$25.00	Per Chargeback
Batch Fee	\$0.00	No Charge - Waived
ACH Fee-debits/credits	\$1.00 with Forté Verify	Per Transaction
ACH Return Fee	\$2.00	Per Return
Monthly Fee	\$5.00	Each Month per Merchant Account

Manual Billing (single bill for multiple merchant accounts)	\$50.00	Monthly
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*Pass Thru pricing includes the direct interchange dues, assessments and all other fees that are charged directly from the associations. Forte Payment Systems believes in transparent pricing, meaning that we utilize a *Pass-Thru Plus* pricing model. Interchange pass thru pricing is a form of credit card processing that allows the actual cost of the processing (*interchange fees & assessments) to be passed directly through to your office. The advantage of this pricing strategy is that it is transparent and, in most instances, provides the lowest processing costs.

Forte's fees include: Total volume processed multiplied by bpts
Total # of transactions processed by per item fee

Gateway Only Pricing Option:

Fee Description	Fee	Frequency
Forte Gateway Fee	\$0.15	Per Transaction
Monthly Gateway Fee	\$19.95	Per Merchant ID

Equipment and Service Pricing:

The following table reflects our Equipment and Service Offerings

Standard Product	Description	Fees and Cost of Equipment
VeriFone V400c Terminal (Standalone)		\$399.00 per terminal plus shipping
VeriFone V400c Terminal (Hybrid with cables)		\$450.00 per terminal plus shipping
MagTek eDynamo		\$155 per devise plus shipping
MagTek eDynamo and Counter-Top Docking Station Bundle (recommended)		\$190/Device with Docking station plus shipping

Select pricing option(s) desired: **Absorbed Pricing**

Service Fee Pricing

Gateway Only Pricing

Option 1 ☐ Option2 ☐ Dual Bill ☐



*Required Merchant Signature: _____

Date _____

BILL NO. _____

RESOLUTION NO. _____

**RESOLUTION DECLARING THE INTENT OF THE CITY OF JACKSON,
MISSOURI, TO PROCEED WITH THE ISSUANCE OF COMBINED
WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS.**

WHEREAS, the City of Jackson, Missouri (the “City”), desires to issue approximately \$3,500,000 principal amount of Combined Waterworks and Sewerage System Revenue Bonds (the “Bonds”) for the purpose of acquiring, constructing, extending and improving the waterworks distribution system and improving the City’s water treatment facilities (collectively, the “Project”); and

WHEREAS, the City desires to authorize Piper Sandler & Co., as financial advisor (the “Financial Advisor”), to advise and assist the City in structuring the Bonds and to solicit banks and other purchasers for the Bonds; and

WHEREAS, the City desires to authorize Gilmore & Bell, P.C., as bond counsel (“Bond Counsel”), to proceed with the preparation of all legal proceedings and documents necessary for the issuance, sale and delivery of the Bonds.

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

Section 1. The Board of Aldermen hereby declares the intent of the City to issue the Bonds in a principal amount of approximately \$3,500,000 to provide funds to finance the costs of the Project and the issuance of the Bonds.

Section 2. The City hereby authorizes the Financial Advisor to proceed with structuring the Bonds and authorizes Bond Counsel to proceed with the preparation of all legal proceedings necessary for the issuance, sale and delivery of the Bonds. The Board of Aldermen hereby declares its intent to adopt an ordinance authorizing the issuance of the Bonds and approving the terms thereof.

Section 3. The Mayor and other officers and representatives of the City are hereby authorized and directed to take such other action as may be necessary to carry out the offering for sale of the Bonds.

Section 4. This Resolution shall be in full force and effect from and after its passage by the Board of Aldermen.

PASSED by the Board of Aldermen this _____ day of _____, 2023.

(SEAL)

Mayor

ATTEST:

City Clerk

MEMO



To: Mayor and Board of Aldermen
From: Jason Lipe, Parks and Recreation Director
Date: Wednesday, March 01, 2023
Re: Civic Center Assisted Door Opener

Written quotes were solicited for the Civic Center Assisted Door Opener Project. Shawnee Electric, Inc. submitted the lowest quote for installation of the electrical work needed in order to supply power to assisted door openers at the Civic Center. City staff recommends approval.



Proposal

1/18/2023

Job Name

Jackson Civic Center
Door Operator

Job Location

Jackson, MO

We Hereby Submit Specifications and Estimates For:

- Providing power to owner provided and installed door operator
- Using existing circuit feeding receptacles in conference for power to door operator
- Running surface mount conduit on store front to feed new closures
- Mounting owner provided wireless buttons
- Price includes material and labor
- Price does not include mounting closures, prevailing wage, new dedicated circuit from panel, any push buttons
- Proposed Price: \$ 1,821.00

Authorized Signature: Jeff Chapman
Jeff Chapman

Note: This proposal may be withdrawn by us if not
accepted within 30 days.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Payment terms: Paid in full within 30 days of invoice date. A finance charge of 1.5% per month and all reasonable collection/attorney fees will be charge on all amount past due.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory
and are hereby accepted. You are authorized to do the work as specified.
Payment will be made as outlined above.

Date of Acceptance: _____ Signature: _____

779 Enterprise Cape Girardeau, MO

573-335-1758 www.shawneelectric.com

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 *SHAWNEE ELECTRIC CONTRACTORS, INC., OF CAPE GIRARDEAU, MISSOURI*, RELATIVE TO THE *JACKSON CIVIC CENTER DOOR OPENER PROJECT*; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

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

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

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

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the contract marked Exhibit A and attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **Shawnee Electric Contractors, Inc., of Cape Girardeau, Missouri**. It is the belief of the Mayor and Board of Aldermen that it is in the best interest of the citizens of the City of Jackson, Missouri, that the City enters into said contract.

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

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

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

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

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

FIRST READING: March 6, 2023.

SECOND READING: March 6, 2023.

PASSED AND APPROVED this 6th day of March, 2023, by a vote of _ ayes, _ nays, _ abstentions and _ absent.

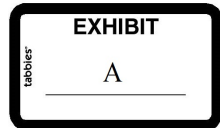
CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: _____
Mayor

City Clerk



CONTRACT

THIS CONTRACT is made and entered into this 23 day of FEBRUARY, 2023, by and between the ***CITY OF JACKSON, MISSOURI***, a municipal corporation, (the “**City**”) and ***SHAWNEE ELECTRICAL CONTRACTORS, INC.*** (the “**Company**”), **WITNESSETH:**

WHEREAS, the City has determined that it requires an equipment and installation agreement for electrical work; and,

WHEREAS, the Company submitted appropriate qualifications for the provision of such services; and,

WHEREAS, the City has agreed to accept Company’s qualifications.

NOW, THEREFORE, in consideration of the premises and promises contained herein, and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, each party hereby agrees as follows:

SECTION A – Scope

1. **DESCRIPTION OF WORK:** The Company hereby acknowledges that it shall provide power to owner provided door operator, as indicated in the attached Exhibit A, consisting of one (1) page and titled “Proposal”, which is made a part hereof.

SECTION B – Authorization of Services

1. Required services are denoted in Exhibit A and will include, but not limited by: using existing circuit feeding receptacles in the conference room for power to the door

operator, running surface mount conduit on store front to feed new closures, and mounting owner provided wireless buttons as defined in the attached Exhibit A.

2. Specific assignments for recommended additional services require the Company to submit a "task order" to the City containing a written scope of work and cost estimate schedule. A written notice to proceed from the City must be obtained by the Company prior to commencing with any recommended additional services.

SECTION C – Compensation for Company's Services

1. The City shall pay the Company \$1,821.00.
2. A Purchase Order will be issued by the City. The Company agrees to comply with terms and conditions of the Purchase Order. A copy of the Purchase Order is attached as Exhibit B.

SECTION D – Miscellaneous Provisions

1. No portion of the work covered by this Agreement, except as provided herein, shall be sublet or transferred without written consent and approval of the Director of Parks and Recreation. The subletting of the work shall in no way relieve the Company of primary responsibility for the quality and performance of the work. The Company will give personal attention to the faithful completion of the work and will keep all aspects of the work under Company's control.

2. Subcontracting shall not, under any circumstances, relieve the Company of liability or of any obligations under this Contract. The Company shall at all times have a supervising representative other than the subcontractor at a work site.
3. Work performed under this Contract must be satisfactory to the City. The City shall have the final say in determining such questions. Unsatisfactory work shall be sufficient justification for immediate termination of this Contract.
4. The Company shall provide proof of insurance, including public liability and property damage insurance and worker's compensation insurance for all employees employed on City projects. Proof of such insurance shall be provided annually each year this Contract is in effect. Certificates of insurance must be in a form and amount acceptable to the City. Company shall provide the City ten days written notice prior to canceling insurance coverage. The City shall have absolute discretion as to the sufficiency of Company's insurance.
5. The Company must furnish proof of public liability, property damage, and workmen's compensation insurance. Minimum amounts for public liability and property damage shall be \$1,000,000 per occurrence and \$2,000,000 aggregate. Insufficient or lapsed insurance coverage at any time will be good cause for termination of this agreement. All coverage shall be on an "occurrence" basis and not "claims made." An endorsement on the required form supplied by the Company naming the City as an additional insured shall also be required. No provision of this agreement shall constitute a waiver of the City's right to assert a defense based on sovereign immunity, official immunity, or any other immunity available under law.

6. To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City of Jackson, its officers, agents, volunteers, lessees, invitees, and employees from and against all suits, claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or alternative dispute resolution costs arising out of, or related to this Contract involving an injury to a person or persons, whether bodily injury or other personal injury (including death), or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses or expenses are caused by the negligence or other wrongdoing of Contractor its officers, agents and volunteers, or anyone directly or indirectly employed or hired by the Contractor or anyone for whose acts the Contractor may be liable, regardless of whether caused in part by the negligence or wrongdoing of City and any of its agents or employees.
7. The Company shall comply with all federal, state and municipal laws, regulations and ordinances, including, but not limited to, environmental and labor statutes and regulations.
8. The Company agrees that during the life of this Contract it will not discriminate against any employee, applicant for employment or subcontractor because of race, religion and national origin. A similar nondiscrimination provision will be included in all subcontracts entered into in the performance of this Contract. Violation of this provision shall be good cause for the City to terminate this Contract, and any payment due or subsequently accruing to the Company under this Contract may be subject for forfeiture in the event of violation of this paragraph.

9. This Contract shall bind the parties hereto, their successors and assigns.
10. This Contract and attached exhibits constitute the entire Contract between the parties and supersedes any prior representations, offers, negotiations or understandings between the parties with respect to the subject matter of this Contract.
11. This Contract shall be deemed to have been fully executed and made by the parties herein and governed by the internal laws of the State of Missouri for all purposes and intents. It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Contract, or regarding its alleged breach, shall be instituted in the Circuit Court of Cape Girardeau County, Missouri.
12. The Company hereby certifies that the information provided to the City and in any attachments listed herein is true and correct to the best of the Company's knowledge and agrees to have any of the statements checked by the City unless the Company has indicated to the contrary. The Company authorizes the references listed to provide the City any and all information concerning the Company's previous employment and any pertinent information that they may have. Further, the Company releases all parties and persons from any and all liability for any damages that may result from furnishing such information to the City as well as from the use or disclosure of such information by the City or any of its agents, employees or representatives. The Company understands that any misrepresentation, falsification or material omission of information may result in the Company's failure to be awarded a contract or termination of contract.

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


CITY OF JACKSON, MISSOURI

By: _____
Mayor

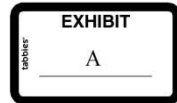
ATTEST:

City Clerk

SHAWNEE ELECTRIC CONTRACTORS, INC.



Shawnee Electric Contractors, Inc.



Proposal

1/18/2023

Job Name

Jackson Civic Center
Door Operator

Job Location

Jackson, MO

We Hereby Submit Specifications and Estimates For:

- Providing power to owner provided and installed door operator
- Using existing circuit feeding receptacles in conference for power to door operator
- Running surface mount conduit on store front to feed new closures
- Mounting owner provided wireless buttons
- Price includes material and labor
- Price does not include mounting closures, prevailing wage, new dedicated circuit from panel, any push buttons
- Proposed Price: \$ 1,821.00

Authorized Signature: Jeff Chapman
Jeff Chapman

Note: This proposal may be withdrawn by us if not
accepted within 30 days.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to or deviation from above specifications involving extra costs will be executed only upon written orders, and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. We carry other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Payment due on invoice date. A finance charge of 1.5% per month and all reasonable collection/attorney fees will be charged.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory
and are hereby accepted. You are authorized to do the work as specified.
Payment will be made as outlined above.

Date of Acceptance: _____ Signature: _____

779 Enterprise Cape Girardeau, MO

573-335-1758 www.shawneelectric.com

City of Jackson
 101 Court Street
 Jackson, MO 63755
 Phone - (573)243-3568
 Fax - (573)204/8292

PURCHASE ORDER

EXHIBIT

B

P.O. #

2023-3662

TO:	SHAWNEE ELECTRIC CONTRACTORS, INC.	VENDOR #	4703
ADDRESS:	779 ENTERPRISE	P.O. DATE	2/21/2023
CITY/STATE/ZIP	CAPE GIRARDEAU, MO 63701	FUND #	480-481-4977
PHONE #		ORDERED BY:	EASTRIDGE, CHRIS
FAX #		DEPARTMENT:	CIVIC CENTER

SHIP TO ADDRESS:

SHIP DATE:

SHIP TO NAME:

DELIVERY TERMS:

SHIP TO PHONE:

PAY TERMS:

SHIP TO EMAIL:

QTY.	DESCRIPTION	EACH	TOTAL
1	PROVIDE POWER FOR OWNER PROVIDED & INSTALLED DOOR OPENERS AT JACKSON CIVIC CENTER	\$1,821.00	\$1,821.00

Approved by:



Subtotal:	\$1,821.00
SHIPPING:	\$0.00
Total:	\$1,821.00

The City of Jackson does not pay state or federal taxes unless otherwise required under law or regulation. The City's Missouri sales tax exemption number is 12490326.

By acceptance of this purchase order the vendor/contractor expressly agrees to the terms stipulated on the reverse side.

Purchase Order-Terms and Conditions

1. ACCEPTANCE: Acceptance of this order must be without qualifications. City hereby objects to and will not be bound by any different or additional terms and conditions contained in the acceptance unless each such different or additional term is expressly agreed to in writing by the City. Vendor's action in (a) accepting this order, (b) delivering materials, or (c) performing services called for hereunder shall constitute an acceptance of terms and conditions below on this order.

2. CONTRACTUAL RELATIONSHIP: Vendor shall perform the work described independently and not as an employee of the City. The City has no right to supervise, direct, or control the Vendor or the Vendor's officers or employees in the means, methods, or details of the work to be performed by the Vendor. The City and Vendor agree that the work performed is not inherently dangerous, that the Vendor will perform the work in a workmanlike manner, and that the Vendor will take proper care and precautions to ensure the safety of Vendor's officers and employees.

3. INSURANCE: All insurance requirements applicable shall be fulfilled prior to the issuance of this Purchase Order. Vendor is responsible for keeping required insurance current until service is complete.

4. PACKING SLIPS or other suitable shipping documents shall accompany each shipment and shall show:

- a. Vendor company name and address;
- b. Name and address of the City department to which the shipment is being made;
- c. City Purchase Order number;
- d. Descriptive information as to the items delivered, including quantity and part numbers.

5. INVOICES submitted for payment shall be addressed to the City of Jackson, Accounts Payable, 101 Court Street, Jackson, Missouri 63755 and shall reference this City approved Purchase Order number. Payment will be made within 30 days of invoice date or satisfactory delivery of the product or service, whichever is later, provided that all other requirements as detailed in the Purchase Order/contract have been fulfilled.

6. TAXES: This Purchase Order, when executed by the City, serves as a tax exemption certificate in that the City, a municipality, claims an exemption from payment of taxes. These taxes must not be included on the invoice.

7. CHANGES/QUANTITIES: No changes may be made to this order without written authorization from a City representative. Exact quantities ordered should be shipped, except in instances where this is impractical such as material in bulk, in which case nearest amount available and not exceeding specified quantity is acceptable.

8. QUALITY CONTROL: Goods supplied as a result of this Purchase Order shall be subject to approval as to quality and must conform to the highest standards of manufacturing practice. Items found defective or not meeting specifications shall be replaced at the Vendor's expense within a reasonable period of time. Payment for defective goods failing to meet specifications is not due until 30 days after satisfactory replacement has been made.

9. WARRANTY: Vendor shall warrant that all items or services shall conform to the proposed specifications and all warranties and be free for all defects in material, workmanship and title.

10. PATENTS: Upon acceptance of this order, Vendor agrees to protect the City from any claim involving patent right infringements, copyrights, or sale franchises.

11. SHIPPING: All prices must be F.O.B. destination. No boxing or packing charges will be allowed by the City unless specifically authorized on the face of this order.

12. RISK OF LOSS: Risk of loss, damage, or destruction of materials covered by this order, regardless of F.O.B. point, shall be and remain with the Vendor until the goods are delivered to the destination set out in the order and accepted by the City or City's nominee.

13. DELIVERIES: Delivery shall not be made to any place other than the destination indicated on this Purchase Order.

14. CANCELLATIONS: The City reserves the right to cancel Purchase Orders for failure on the part of the Vendor to deliver as promised, or within a reasonable time, if no delivery commitment is made, unless acceptable notification of delay is given to the City by the Vendor.

15. LIABILITY: Any person, firm, or corporation performing services pursuant to this Purchase Order shall be liable for all damages incurred while in performance of such services. Vendor assumes full responsibility for the work to be performed hereunder, and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees, from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, including death of, any person whether that person be a third person, vendor, or an employee of either parties hereto, and any loss of or damage to property, whether the same be that of either of the parties hereto or of third parties, caused by or alleged to be caused by, arising out of or in connection with the issuance of this order to Vendor, whether or not said claims, demands and causes of action in whole or in part are covered by insurance. Certificate of Insurance may be required for, but not limited to, Commercial General Liability, Commercial Auto Liability, Workers Compensation, and Professional Liability Insurance.

16. APPLICABLE LAW: This Purchase Order shall be interpreted and enforced according to the provisions of the State of Missouri Law, and Vendor shall abide by, and be in compliance with, all applicable laws, statutes, ordinances, and regulations.

17. VENUE: Both parties agree that the venue for any litigation arising from this Purchase Order/contract shall lie in the Circuit Court of Cape Girardeau County, Missouri.

MEMO



To: Mayor and Board of Aldermen
From: Jason Lipe, Parks and Recreation Director
Date: Wednesday, March 01, 2023
Re: Civic Center Assisted Door Opener

Written quotes were solicited for the Civic Center Assisted Door Opener Project. Cape Paint & Glass. submitted the lowest quote for installation of the assisted door openers at the Civic Center. City staff recommends approval.

Cape Paint & Glass, Inc.

SINCE 1941

15 N. Middle St.

Cape Girardeau, MO 63701

Office: 573-334-2212/Fax: 573-335-7711

E-MAIL mike.cpglass@att.net

PROPOSAL AND CONTRACT

WE PROPOSE TO FURNISH MATERIALS AS PER SPECIFICATIONS BELOW

March 2, 2023

FOR: CITY OF JACKSON CIVIC CENTER ATTN: CHRIS EASTRIDGE

TO BE ERRECTED: JACKSON, MO

CONSISTING OF SHEETS & SCIFICATIONS DATED:

ADDENDUMS:

PREPARED BY ARCHITECT:

STANLEY ACCESS DOOR OPERATOR

2- M-FORCE CLEAR ANODIZED DOOR OPERATORS WITH 1- WIRELESS VESTIBULE PUSH PLATE KIT FOR ACTIVATION OF BOTH THE EXTERIOR AND INTERIOR DOORS.

LEAD TIME: 8-12 WEEKS

MATERIAL, NO TAX, AND INSTALLED..... \$ 5,986.00

NOTE: ALL MATERIAL LISTED ON THIS QUOTE IS SUBJECT TO A 4-6% INCREASE PER QUARTER AFTER CONTRACT IS SIGNED. PRICE WILL BE LOCKED IN AFTER RECEIVING APPROVED SUBMITTALS. GLASS PRICE CAN NOT BE LOCKED IN UNTIL A P.O. IS RELEASED TO THE GLASS SUPPLIER WITH EXACT SIZES.

THIS QUOTE IS VALID FOR 15 DAYS.

IF THIS ACCOUNT IS PLACED FOR COLLECTION, THE UNDERSIGNED, PERSONALLY AND CORPORATELY, AGREES TO BE LIABLE FOR ALL COLLECTION COSTS, ATTORNEY FEES, ACCOUNTANT FEES, APPELLATE FEES, AND COURT COSTS ASSOCIATED THEREWITH. ANY ACTION TO ENFORCE THIS AGREEMENT OR TO OBTAIN DAMAGES RELATED THERETO MAY BE BROUGHT, MAINTAINED AND CONCLUDED ONLY IN THE CIRCUIT COURT OF CAPE GIRARDEAU COUNTY, MISSOURI.

THE UNDERSIGNED HAS READ AND UNDERSTANDS THIS DOCUMENT AND AGREES TO BE BOUND THEREBY.

ACCEPTED:

CAPE PAINT & GLASS, INC.

SIGNATURE

MIKE DANNENMUELLER

MIKE DANNENMUELLER

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 CAPE PAINT & GLASS, INC., OF CAPE GIRARDEAU, MISSOURI, RELATIVE TO THE JACKSON CIVIC CENTER DOOR OPENER PROJECT; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

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

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

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

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the contract marked Exhibit A and attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **Cape Paint & Glass, Inc., of Cape Girardeau, Missouri.** It is the belief of the Mayor and Board of Aldermen that it is in the best interest of the citizens of the City of Jackson, Missouri, that the City enters into said contract.

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

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

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

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

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

FIRST READING: March 6, 2023.

SECOND READING: March 6, 2023.

PASSED AND APPROVED this 6th day of March, 2023, by a vote of _ ayes, _ nays, _ abstentions and _ absent.

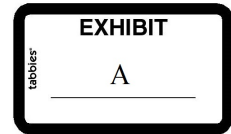
CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: _____
Mayor

City Clerk



CONTRACT

THIS CONTRACT is made and entered into this ____ day of _____, 2023, by and between the ***CITY OF JACKSON, MISSOURI***, a municipal corporation, (the “**City**”) and ***CAPE PAINT & GLASS, INC.*** (the “**Company**”), **WITNESSETH:**

WHEREAS, the City has determined that it requires an equipment and installation agreement for electrical work; and,

WHEREAS, the Company submitted appropriate qualifications for the provision of such services; and,

WHEREAS, the City has agreed to accept Company’s qualifications.

NOW, THEREFORE, in consideration of the premises and promises contained herein, and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, each party hereby agrees as follows:

SECTION A – Scope

1. **DESCRIPTION OF WORK:** The Company hereby acknowledges that it shall provide power to owner provided door operator, as indicated in the attached Exhibit A, consisting of one (1) page and titled “Proposal”, which is made a part hereof.

SECTION B – Authorization of Services

1. . Required services are denoted in Exhibit A and will include, but not limited by: installation of two Stanley M-Force clear anodized door operators with 1 wireless

vestibule push plate kit for activation of both the interior and exterior doors as defined in the attached Exhibit A.

2. Specific assignments for recommended additional services require the Company to submit a “task order” to the City containing a written scope of work and cost estimate schedule. A written notice to proceed from the City must be obtained by the Company prior to commencing with any recommended additional services.

SECTION C – Compensation for Company’s Services

1. The City shall pay the Company \$5,986.00.
2. A Purchase Order will be issued by the City. The Company agrees to comply with terms and conditions of the Purchase Order. A copy of the Purchase Order is attached as Exhibit B.

SECTION D – Miscellaneous Provisions

1. No portion of the work covered by this Agreement, except as provided herein, shall be sublet or transferred without written consent and approval of the Director of Parks and Recreation. The subletting of the work shall in no way relieve the Company of primary responsibility for the quality and performance of the work. The Company will give personal attention to the faithful completion of the work and will keep all aspects of the work under Company’s control.

2. Subcontracting shall not, under any circumstances, relieve the Company of liability or of any obligations under this Contract. The Company shall at all times have a supervising representative other than the subcontractor at a work site.
3. Work performed under this Contract must be satisfactory to the City. The City shall have the final say in determining such questions. Unsatisfactory work shall be sufficient justification for immediate termination of this Contract.
4. The Company shall provide proof of insurance, including public liability and property damage insurance and worker's compensation insurance for all employees employed on City projects. Proof of such insurance shall be provided annually each year this Contract is in effect. Certificates of insurance must be in a form and amount acceptable to the City. Company shall provide the City ten days written notice prior to canceling insurance coverage. The City shall have absolute discretion as to the sufficiency of Company's insurance.
5. The Company must furnish proof of public liability, property damage, and workmen's compensation insurance. Minimum amounts for public liability and property damage shall be \$1,000,000 per occurrence and \$2,000,000 aggregate. Insufficient or lapsed insurance coverage at any time will be good cause for termination of this agreement. All coverage shall be on an "occurrence" basis and not "claims made." An endorsement on the required form supplied by the Company naming the City as an additional insured shall also be required. No provision of this agreement shall constitute a waiver of the City's right to assert a defense based on sovereign immunity, official immunity, or any other immunity available under law.

6. To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City of Jackson, its officers, agents, volunteers, lessees, invitees, and employees from and against all suits, claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or alternative dispute resolution costs arising out of, or related to this Contract involving an injury to a person or persons, whether bodily injury or other personal injury (including death), or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses or expenses are caused by the negligence or other wrongdoing of Contractor its officers, agents and volunteers, or anyone directly or indirectly employed or hired by the Contractor or anyone for whose acts the Contractor may be liable, regardless of whether caused in part by the negligence or wrongdoing of City and any of its agents or employees.
7. The Company shall comply with all federal, state and municipal laws, regulations and ordinances, including, but not limited to, environmental and labor statutes and regulations.
8. The Company agrees that during the life of this Contract it will not discriminate against any employee, applicant for employment or subcontractor because of race, religion and national origin. A similar nondiscrimination provision will be included in all subcontracts entered into in the performance of this Contract. Violation of this provision shall be good cause for the City to terminate this Contract, and any payment due or subsequently accruing to the Company under this Contract may be subject for forfeiture in the event of violation of this paragraph.

9. This Contract shall bind the parties hereto, their successors and assigns.
10. This Contract and attached exhibits constitute the entire Contract between the parties and supersedes any prior representations, offers, negotiations or understandings between the parties with respect to the subject matter of this Contract.
11. This Contract shall be deemed to have been fully executed and made by the parties herein and governed by the internal laws of the State of Missouri for all purposes and intents. It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Contract, or regarding its alleged breach, shall be instituted in the Circuit Court of Cape Girardeau County, Missouri.
12. The Company hereby certifies that the information provided to the City and in any attachments listed herein is true and correct to the best of the Company's knowledge and agrees to have any of the statements checked by the City unless the Company has indicated to the contrary. The Company authorizes the references listed to provide the City any and all information concerning the Company's previous employment and any pertinent information that they may have. Further, the Company releases all parties and persons from any and all liability for any damages that may result from furnishing such information to the City as well as from the use or disclosure of such information by the City or any of its agents, employees or representatives. The Company understands that any misrepresentation, falsification or material omission of information may result in the Company's failure to be awarded a contract or termination of contract.

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

CITY OF JACKSON, MISSOURI

By: _____
Mayor

ATTEST:

City Clerk

CAPE PAINT & GLASS, INC.

MICHAEL DANNERMUELLER
Cape Paint & Glass, Inc.

Cape Paint & Glass, Inc.

SINCE 1941

15 N. Middle St.

Cape Girardeau, MO 63701

Office: 573-334-2212/Fax: 573-335-7711

E-MAIL mike.cpglass@att.net



PROPOSAL AND CONTRACT

WE PROPOSE TO FURNISH MATERIALS AS PER SPECIFICATIONS BELOW

March 3, 2023

FOR: CITY OF JACKSON CIVIC CENTER ATTN: CHRIS EASTRIDGE

TO BE ERRECTED: JACKSON, MO

CONSISTING OF SHEETS & SCIFICATIONS DATED:

ADDENDUMS:

PREPARED BY ARCHITECT:

STANLEY ACCESS DOOR OPERATOR

2- M-FORCE CLEAR ANODIZED DOOR OPERATORS WITH 1- WIRELESS VESTIBULE PUSH PLATE KIT FOR ACTIVATION OF BOTH THE EXTERIOR AND INTERIOR DOORS.

LEAD TIME: 8-12 WEEKS

MATERIAL, NO TAX, AND INSTALLED.----- \$ 5,986.00

NOTE: ALL MATERIAL LISTED ON THIS QUOTE IS SUBJECT TO A 4-6% INCREASE PER QUARTER AFTER CONTRACT IS SIGNED. PRICE WILL BE LOCKED IN AFTER RECEIVING APPROVED SUBMITTALS. GLASS PRICE CAN NOT BE LOCKED IN UNTIL A P.O. IS RELEASED TO THE GLASS SUPPLIER WITH EXACT SIZES.

THIS QUOTE IS VALID FOR 15 DAYS.

IF THIS ACCOUNT IS PLACED FOR COLLECTION, THE UNDERSIGNED, PERSONALLY AND CORPORATELY, AGREES TO BE LIABLE FOR ALL COLLECTION COSTS, ATTORNEY FEES, ACCOUNTANT FEES, APPELLATE FEES, AND COURT COSTS ASSOCIATED THEREWITH. ANY ACTION TO ENFORCE THIS AGREEMENT OR TO OBTAIN DAMAGES RELATED THERETO MAY BE BROUGHT, MAINTAINED AND CONCLUDED ONLY IN THE CIRCUIT COURT OF CAPE GIRARDEAU COUNTY, MISSOURI.

THE UNDERSIGNED HAS READ AND UNDERSTANDS THIS DOCUMENT AND AGREES TO BE BOUND THEREBY.

ACCEPTED:

CAPE PAINT & GLASS, INC.

SIGNATURE

MIKE DANNENMUELLER

MIKE DANNENMUELLER

City of Jackson
 101 Court Street
 Jackson, MO 63755
 Phone - (573)243-3568
 Fax - (573)204/8292

PURCHASE ORDER

EXHIBIT

B

P.O. #

2023-3661

TO:	CAPE PAINT & GLASS, INC.	VENDOR #	687
ADDRESS:	15 N MIDDLE	P.O. DATE	2/21/2023
CITY/STATE/ZIP	CAPE GIRARDEAU, MO 63701	FUND #	480-481-4977
PHONE #		ORDERED BY:	EASTRIDGE, CHRIS
FAX #		DEPARTMENT:	CIVIC CENTER

SHIP TO ADDRESS:

SHIP DATE:

SHIP TO NAME:

DELIVERY TERMS:

SHIP TO PHONE:

PAY TERMS:

SHIP TO EMAIL:

QTY.	DESCRIPTION	EACH	TOTAL
2	STANLEY M-FORCE CLEAR ANODIZED DOOR OPERATORS W/ 1 WIRELESS VESTIBULE PUSH PLATE KIT	\$2,993.00	\$5,986.00

Approved by:



Subtotal:	\$5,986.00
SHIPPING:	\$0.00
Total:	\$5,986.00

The City of Jackson does not pay state or federal taxes unless otherwise required under law or regulation. The City's Missouri sales tax exemption number is 12490326.

By acceptance of this purchase order the vendor/contractor expressly agrees to the terms stipulated on the reverse side.

Purchase Order-Terms and Conditions

1. ACCEPTANCE: Acceptance of this order must be without qualifications. City hereby objects to and will not be bound by any different or additional terms and conditions contained in the acceptance unless each such different or additional term is expressly agreed to in writing by the City. Vendor's action in (a) accepting this order, (b) delivering materials, or (c) performing services called for hereunder shall constitute an acceptance of terms and conditions below on this order.

2. CONTRACTUAL RELATIONSHIP: Vendor shall perform the work described independently and not as an employee of the City. The City has no right to supervise, direct, or control the Vendor or the Vendor's officers or employees in the means, methods, or details of the work to be performed by the Vendor. The City and Vendor agree that the work performed is not inherently dangerous, that the Vendor will perform the work in a workmanlike manner, and that the Vendor will take proper care and precautions to ensure the safety of Vendor's officers and employees.

3. INSURANCE: All insurance requirements applicable shall be fulfilled prior to the issuance of this Purchase Order. Vendor is responsible for keeping required insurance current until service is complete.

4. PACKING SLIPS or other suitable shipping documents shall accompany each shipment and shall show:

- a. Vendor company name and address;
- b. Name and address of the City department to which the shipment is being made;
- c. City Purchase Order number;
- d. Descriptive information as to the items delivered, including quantity and part numbers.

5. INVOICES submitted for payment shall be addressed to the City of Jackson, Accounts Payable, 101 Court Street, Jackson, Missouri 63755 and shall reference this City approved Purchase Order number. Payment will be made within 30 days of invoice date or satisfactory delivery of the product or service, whichever is later, provided that all other requirements as detailed in the Purchase Order/contract have been fulfilled.

6. TAXES: This Purchase Order, when executed by the City, serves as a tax exemption certificate in that the City, a municipality, claims an exemption from payment of taxes. These taxes must not be included on the invoice.

7. CHANGES/QUANTITIES: No changes may be made to this order without written authorization from a City representative. Exact quantities ordered should be shipped, except in instances where this is impractical such as material in bulk, in which case nearest amount available and not exceeding specified quantity is acceptable.

8. QUALITY CONTROL: Goods supplied as a result of this Purchase Order shall be subject to approval as to quality and must conform to the highest standards of manufacturing practice. Items found defective or not meeting specifications shall be replaced at the Vendor's expense within a reasonable period of time. Payment for defective goods failing to meet specifications is not due until 30 days after satisfactory replacement has been made.

9. WARRANTY: Vendor shall warrant that all items or services shall conform to the proposed specifications and all warranties and be free for all defects in material, workmanship and title.

10. PATENTS: Upon acceptance of this order, Vendor agrees to protect the City from any claim involving patent right infringements, copyrights, or sale franchises.

11. SHIPPING: All prices must be F.O.B. destination. No boxing or packing charges will be allowed by the City unless specifically authorized on the face of this order.

12. RISK OF LOSS: Risk of loss, damage, or destruction of materials covered by this order, regardless of F.O.B. point, shall be and remain with the Vendor until the goods are delivered to the destination set out in the order and accepted by the City or City's nominee.

13. DELIVERIES: Delivery shall not be made to any place other than the destination indicated on this Purchase Order.

14. CANCELLATIONS: The City reserves the right to cancel Purchase Orders for failure on the part of the Vendor to deliver as promised, or within a reasonable time, if no delivery commitment is made, unless acceptable notification of delay is given to the City by the Vendor.

15. LIABILITY: Any person, firm, or corporation performing services pursuant to this Purchase Order shall be liable for all damages incurred while in performance of such services. Vendor assumes full responsibility for the work to be performed hereunder, and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees, from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, including death of, any person whether that person be a third person, vendor, or an employee of either parties hereto, and any loss of or damage to property, whether the same be that of either of the parties hereto or of third parties, caused by or alleged to be caused by, arising out of or in connection with the issuance of this order to Vendor, whether or not said claims, demands and causes of action in whole or in part are covered by insurance. Certificate of Insurance may be required for, but not limited to, Commercial General Liability, Commercial Auto Liability, Workers Compensation, and Professional Liability Insurance.

16. APPLICABLE LAW: This Purchase Order shall be interpreted and enforced according to the provisions of the State of Missouri Law, and Vendor shall abide by, and be in compliance with, all applicable laws, statutes, ordinances, and regulations.

17. VENUE: Both parties agree that the venue for any litigation arising from this Purchase Order/contract shall lie in the Circuit Court of Cape Girardeau County, Missouri.



Memo

To: Mayor and Members of the Board of Aldermen

From: Joan Evans

Date: Friday, March 3, 2023

Re: Merchant Application for Payment Services through CSG Forte, Inc. - CivicRec

Electronic payment processing will be an integral part of the CivicRec online platform that is being set up for Parks and Recreation's registration and scheduling needs. Payment processing is a specialized service that is integrated into billing platforms.

Since the City already has an agreement in place with the payment processor CSG Forte, Inc. for our utility billing, we request that the Board approve the City's application for an additional merchant ID under that agreement, to be used for the CivicRec program. Transaction costs will be covered by the payee with no additional cost to the City of Jackson.



Merchant Application

Business Information			
Merchant's Legal Name: CITY OF JACKSON		Department (DBA): PARKS AND RECREATION	
Physical Street Address (No PO Boxes): 101 COURT STREET			
City: JACKSON		State: MO	Zip Code: 63755-1807
Phone: 573-243-3568		Fax: 573-204-8292	
Customer Service/General Office Phone Number:		Website: WWW.JACKSONMO.ORG	
Primary Contact-System Administrator:		Secondary Contact-Billing:	
Name: JASON LIPE		Name: CRYSTAL REID	
Business Phone: 573-204-8848		Business Phone: 573-243-3568	
E-mail: JLIPE@JACKSONMO.ORG		E-mail: AP@JACKSONMO.ORG	
IT Contact:		Third Party Vendor (If Applicable)	
Name: JOAN EVANS		Vendor Name: CIVICPLUS	
Business Phone: 573-243-3568 x2017		Contact Name:	Contact Phone:
E-mail: IT@JACKSONMO.ORG		Email:	
Business Profile			
Federal Tax ID:		Merchant Time Zone: Central	Cut-Off Time: 12:00 AM Midnig
Avg. Bill Amt.: \$		Max. Bill Amt.: \$	Gross Annual \$ Collected (Cash/Check/CC/Money Order): \$
Bank Account Where Funds Will Be Deposited			
Deposit Transit Routing/ABA Number (9 Digits):		Deposit Bank Account Information DDA/Checking Account #:	
If a Different Bank Account Is Needed to Debit Fees, Provide the Information Below			
Debit Transit Routing/ABA Number (9 Digits): N/A		Debit Bank Account Information DDA/Checking Account #: N/A	
Select Services	Select Payment Types To Be Accepted		Pricing
<input checked="" type="checkbox"/> Internet (WEB) <input type="checkbox"/> Phone (IVR) <input type="checkbox"/> Terminal (POS)	<input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> Discover <input type="checkbox"/> AMEX <input type="checkbox"/> eCheck <input checked="" type="checkbox"/> All <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> Discover <input type="checkbox"/> AMEX <input type="checkbox"/> eCheck <input type="checkbox"/> All <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> Discover <input type="checkbox"/> AMEX <input type="checkbox"/> All Number of Terminals <input type="text" value="Select"/>		**See and sign the Pricing Schedule
What type of services or products are you accepting payments for? RENTAL AND REGISTRATION FEES FOR PARKS AND REC PROGRAMS AND EVENTS, CONCESSIONS, MISC. FEES			
Notifications			
Name: JASON LIPE Phone Number: 573-204-8848 Email: JLIPE@JACKSONMO.ORG <input type="checkbox"/> Returned Check <input type="checkbox"/> Training <input type="checkbox"/> Reporting <input type="checkbox"/> IT <input type="checkbox"/> Accounting <input type="checkbox"/> Notifications/Maintenance <input checked="" type="checkbox"/> All			
Name: CHRIS EASTRIDGE Phone Number: 573-204-8848 Email: CEASTRIDGE@JACKSONMO.ORG <input type="checkbox"/> Returned Check <input type="checkbox"/> Training <input type="checkbox"/> Reporting <input type="checkbox"/> IT <input type="checkbox"/> Accounting <input type="checkbox"/> Notifications/Maintenance <input checked="" type="checkbox"/> All			
Name: LIZA WALKER Phone Number: 573-243-3568 Email: CLERK@JACKSONMO.ORG <input checked="" type="checkbox"/> Returned Check <input type="checkbox"/> Training <input checked="" type="checkbox"/> Reporting <input type="checkbox"/> IT <input checked="" type="checkbox"/> Accounting <input type="checkbox"/> Notifications/Maintenance <input type="checkbox"/> All			
Name: JOAN EVANS Phone Number: 573-204-8848 Email: IT@JACKSONMO.ORG <input type="checkbox"/> Returned Check <input type="checkbox"/> Training <input type="checkbox"/> Reporting <input checked="" type="checkbox"/> IT <input checked="" type="checkbox"/> Accounting <input checked="" type="checkbox"/> Notifications/Maintenance <input type="checkbox"/> All			



Merchant Application

Terminals	
<div>Should a Field Be Collected on the Point of Sale Terminal. <div><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</div><div>If Yes, Provide the Names of the Fields to Be Collected - i.e., Cashier ID or Invoice Number <div>Name <input type="text"/></div><div>Name <input type="text"/></div></div></div> <div><div>Does The Terminal Require a Static IP Address? <div><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</div><div>Receipt Header Information <div><input type="text"/></div><div><input type="text"/></div><div><input type="text"/></div><div><input type="text"/></div><div><input type="text"/></div><div><input type="text"/></div></div></div></div>	
<div>Signature: _____ Date: _____</div> <div>Printed Name: DWAIN L HAHS Title: MAYOR</div>	



PRICING FEE SCHEDULE

Forte Payment Systems is proud to provide a robust processing platform and flexible pricing strategies:

- **Service Fee Model** – in a service fee model approach, the citizen pays a service fee for processing their transaction. Your office absorbs no cost.
- **Absorbed Model** - credit card/debit card Merchant Services, Electronic Check Services and the Secure Gateway are absorbed by your office.

Service (Convenience) Fee Pricing Option:

MasterCard, Visa, Discover and American Express cards

3.15% of the payment amount with a minimum fee of \$2.00 based upon volume.

Visa Debit (Tax Program only)

\$3.95 Per transaction

Electronic check – online WEB payments

Includes Forte Verification for known accounts.

eCheck Transaction Tiers	Fees	Frequency
\$0.00 to \$50,000.00	\$2.00 w/Verification	Per Transaction
\$50,000.01 to \$75,000.00	\$3.00 w/Verification	Per Transaction
\$75,000.01 to \$100,000.00	\$6.00 w/Verification	Per Transaction
\$100,000.01 to \$150,000.00	\$10.00 w/Verification	Per Transaction
\$150,000.01 + \$250,000.00	\$15.00 w/Verification	Per Transaction

Absorbed Pricing Option:

Emerging Market and Public-Sector Rate Structure

Processing Costs:	Fees	Frequency
Option 1. Visa, MasterCard, Discover, AMEX	3.15%	Per Transaction
Option 2. Visa, MasterCard, Discover,	*Pass Thru pricing + \$0.20+ .40bpts*	Per transaction
American Express	*Pass Thru pricing + \$0.20	Per Transaction
Forte Protect (End-2-End Encryption)	\$0.10	Per transaction
Forte Protect (Key Injection Fee)	\$2.25	One time Per Device
Account Updater (Optional)	\$0.35	Per Transaction
Account Updater (Optional)	\$25.00	Per Month
Credit Card Chargeback Fee	\$25.00	Per Chargeback
Batch Fee	\$0.00	No Charge - Waived
ACH Fee-debits/credits	\$1.00 with Forte Verify	Per Transaction
ACH Return Fee	\$2.00	Per Return
Monthly Fee	\$5.00	Each Month per Merchant Account

Manual Billing (single bill for multiple merchant accounts)	\$50.00	Monthly
--	---------	---------

*Pass Thru pricing includes the direct interchange dues, assessments and all other fees that are charged directly from the associations. Forte Payment Systems believes in transparent pricing, meaning that we utilize a *Pass-Thru Plus* pricing model. Interchange pass thru pricing is a form of credit card processing that allows the actual cost of the processing (*interchange fees & assessments) to be passed directly through to your office. The advantage of this pricing strategy is that it is transparent and, in most instances, provides the lowest processing costs.

Forte's fees include: Total volume processed multiplied by bpts
Total # of transactions processed by per item fee

Gateway Only Pricing Option:

Fee Description	Fee	Frequency
Forte Gateway Fee	\$0.15	Per Transaction
Monthly Gateway Fee	\$19.95	Per Merchant ID

Equipment and Service Pricing:

The following table reflects our Equipment and Service Offerings

Standard Product	Description	Fees and Cost of Equipment
VeriFone V400c Terminal (Standalone)		\$399.00 per terminal plus shipping
VeriFone V400c Terminal (Hybrid with cables)		\$450.00 per terminal plus shipping
MagTek eDynamo		\$155 per devise plus shipping
MagTek eDynamo and Counter-Top Docking Station Bundle (recommended)		\$190/Device with Docking station plus shipping

Select pricing option(s) desired: **Absorbed Pricing**

Service Fee Pricing

Gateway Only Pricing

Option 1 ☐ Option2 ☐ Dual Bill ☐



*Required Merchant Signature: _____

Date _____

MEMO



TO: Mayor Hahs and Members of the Board of Aldermen

FROM: Larry Miller, Building & Planning Manager

DATE: March 2, 2023

SUBJECT: Orchard Place Subdivision Preliminary Plat

This plat was turned in by The Villas of West Park, LLC, located on Old Orchard Road north of Buchheits. The plat is in two phases, and the first is in the southern portion. The major street plan went through this property and was moved to the northern part of the plat in phase 2.



Subdivision Permit Application

Date: 01/17/2023

Applicant / Current Owner

Applicant Name: Brandon Williams
 Address: 2985 Boutin Drive
 City, State, Zip: Cape Girardeau, MO 63701
 Phone: 573-382-7373
 Email: bowconstruction@aol.com

Owner Name: The Villas of West Park, LLC
 Address: 2985 Boutin Drive
 City, State, Zip: Cape Girardeau, MO 63701
 Phone:
 Email:

Proposed Owner / General Project Information

Owner Name: The Villas of West Park, LLC
 Address: 2985 Boutin Drive
 City, State, Zip: Cape Girardeau, MO 63701
 Phone:
 Email:

Site Address:
 City, State, Zip:
 Current Use:
 Current Zoning:
 Proposed Zoning:

Project Description:

Annexation

Rezoning App?:
 Special Use App?:

Current Use:
 Legal:

Rezoning / Special Use / Variance Information

Request Reason:
 Current Use:
 Proposed Use:

Prior Variance:
 Prior Request:
 Permission to Visit:

Subdivision Information / Current Zoning

Subdivision Type: Preliminary Plat
 Current Use:
 Proposed Use:
 Subdivision Name: Orchard Place
 Engineer Company: Strickland Engineering
 Contact: Marc Mahnke / Brian Strickland
 Mailing Address: 113 W. Main Street
 City, State, Zip: Jackson, MO 63755
 Phone: 573-243-4080
 Other Permit: No
 Legal:

R-1: ☐
 R-2: ☐
 R-3: ☐
 R-4: ☐
 MH-1: ☐
 O-1: ☐
 CO-1: ☐
 C-1: ☐
 C-2: ☐
 C-3: ☐
 C-4: ☐
 I-1: ☒
 I-2: ☐
 I-3: ☐

Proposed Zoning

R-1: ☐
 R-2: ☐
 R-3: ☐
 R-4: ☐
 MH-1: ☐
 O-1: ☐
 CO-1: ☐

C-1: ☐
 C-2: ☐
 C-3: ☐
 C-4: ☐
 I-1: ☐
 I-2: ☐
 I-3: ☐

Land Exchange Information

Current Use:
 Request Reason:
 Granting Property:
 Receiving Property:
 Engineer Company:
 Engineer Contact:
 Address:
 City, State, Zip:
 Phone:

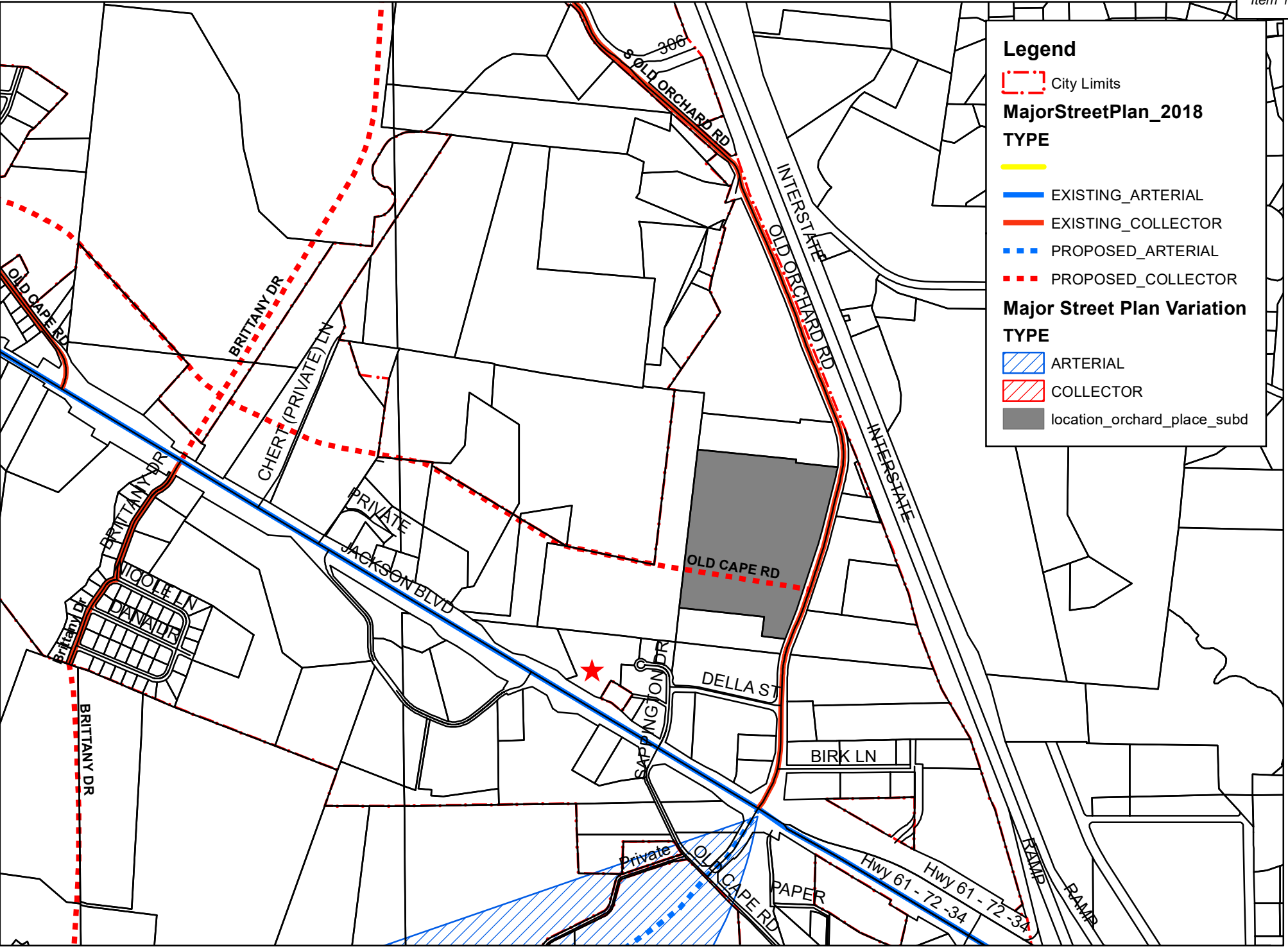
Granting Owner:
 Address:
 City, State, Zip:
 Receiving Owner:
 Address:
 City, State, Zip:
 Application For:

Additional Comments

Will also be submitting improvement plans for the first phase of road and utility construction as well as the site improvements for a retail development on lot 1.

I do hereby certify that the information contained herein is true and correct.

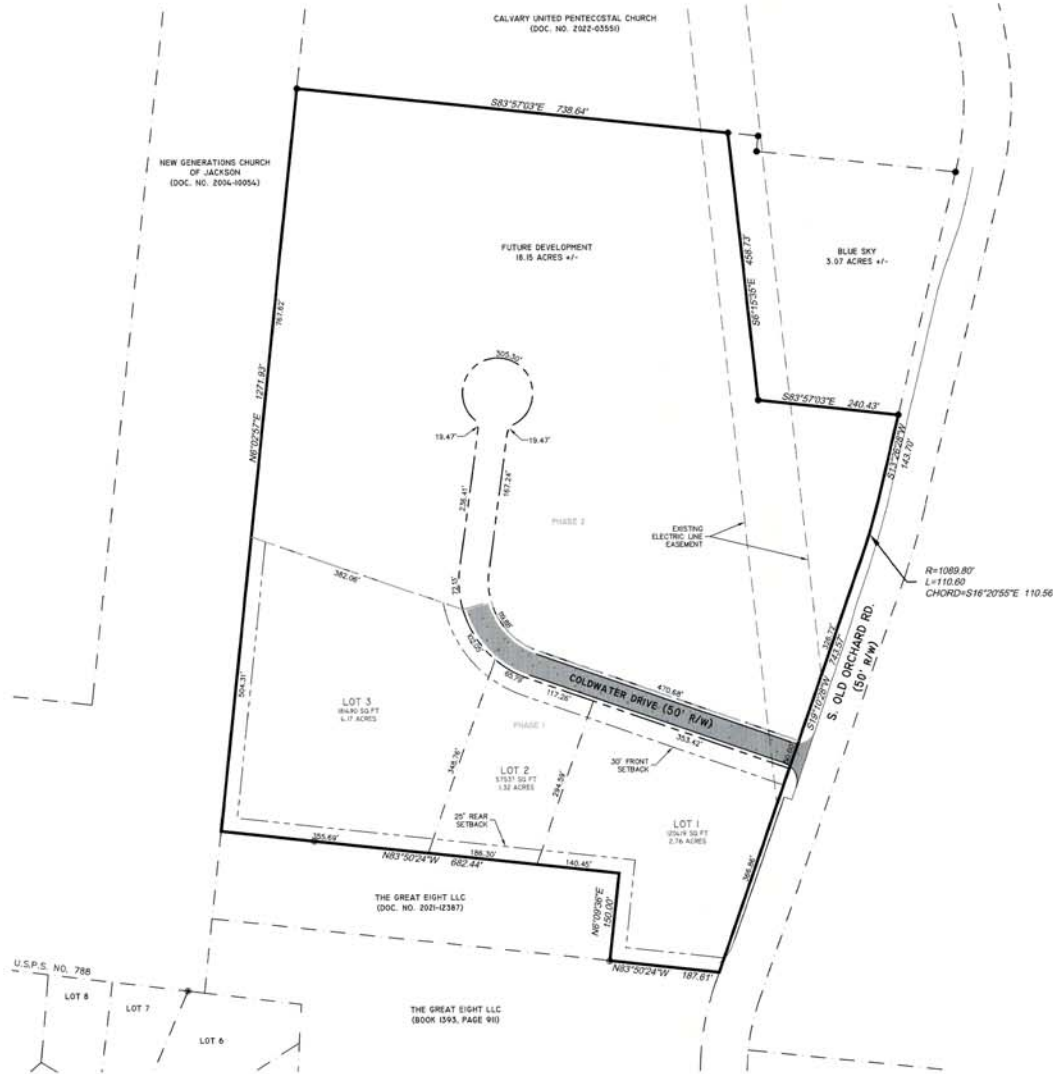
 2-18-23
 Name Date



Location Map
Orchard Place Subdivision

PRELIMINARY PLAT ORCHARD PLACE

Part of U.S.P.S. No. 788, Township 31 North,
Range 13 East of the Fifth Principal Meridian,
in the City of Jackson, Cape Girardeau County, Missouri.



NOTES

OWNER / DEVELOPER:
VILLAS OF PINE PARK, LLC
c/o BRANDON WILLIAMS
2985 BOUTIN DRIVE
CAPE GIRARDEAU, MO 63701

ZONING:
I-1 LIGHT INDUSTRIAL

STANDARD PAVEMENT NOTES:
28" WIDE CONCRETE STREETS WITH CURB

BUILDING SETBACKS:
FRONT YARD SETBACK = 30'
REAR YARD SETBACK = 20'
SIDE YARD SETBACK = 0'

EASEMENT NOTES:
10' FRONT
10' REAR

FLOODPLAIN NOTE:
THE DESCRIBED TRACT IS NOT LOCATED WITHIN A FLOOD
HAZARD ZONE AS SHOWN ON THE FLOOD INSURANCE
RATE MAP, COMMUNITY PANEL 25031C0251E, EFFECTIVE
9/25/2011.

PREPARED BY:
STRICKLAND ENGINEERING
113 W. MAIN STREET SUITE 1
JACKSON, MO 63755
(573)243-4080

LEGEND	
1. ●	IRON ROD W/CAP (FOUND)
2. ○	IRON ROD (FOUND)
3. ○	IRON PIPE
4. □	STONE
5. △	RIGHT-OF-WAY MARKER
---	PHASE LINE
---	PROPERTY BOUNDARY LINE
---	RIGHT-OF-WAY LINE
---	EASEMENT LINE
---	BUILDING SETBACK LINE

	STRICKLAND ENGINEERING	113 WEST MAIN STREET P.O. BOX 159 JACKSON, MISSOURI 63755 TEL: 573-243-4080 FAX: 573-243-2191	
		CIVIL - MECHANICAL - ELECTRICAL ENGINEERING - LAND SURVEYING	
Preliminary Plat Orchard Place South Old Orchard Road Jackson, Missouri		SCALE	1"=100'
		DATE	1-17-2023
		DRAWN BY	MTM
		CHECKED BY	RA
		PROJECT #	22-267

BILL NO. 23-__

ORDINANCE NO. 23-__

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

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

Section 1. The "Handicapped Parking Designated Schedule, Schedule XVII," passed and approved on the 18th day of November, 1985, is hereby amended by adding thereto the following new handicapped parking designations:

DAISY AVENUE: On Daisy Avenue, beginning 81 feet south of Dallas Street to the start of the first handicapped parking spot on the east curbside; then beginning 121 feet south of Dallas Street to the start of the second handicapped parking spot on the east curbside.

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

Section 3. The City Administrator of the City of Jackson, Missouri, is hereby directed to cause "Handicapped Parking" signs, or other appropriate signage, to be placed at the location set forth above.

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

Section 5. If any section, subsection, sentence, clause, phrase or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion

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

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

FIRST READING: March 6, 2023.

SECOND READING: March 6, 2023.

PASSED AND APPROVED this 6th day of March, 2023, by a vote of _____ ayes, _____ nays, _____ abstentions, and _____ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk

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 *SOUTHEAST MISSOURI PETS, OF CAPE GIRARDEAU, MISSOURI*, RELATIVE TO PROVIDING SERVICES TO THE CITY OF JACKSON; 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 **Southeast Missouri Pets, 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: March 6, 2023.

SECOND READING: March 6, 2023.

PASSED AND APPROVED this 6th day of March, 2023, by a vote of _ ayes, _ nays, _ abstentions and _ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: _____
Mayor

City Clerk

EXHIBIT

A

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2023, by and between ***CITY OF JACKSON, MISSOURI, a municipal corporation***, hereinafter referred to as “**City**,” and ***SEMO PETS, a Missouri nonprofit corporation***, located at 2536 Boutin Road, Cape Girardeau, Missouri, **WITNESSETH:**

WHEREAS, Semo Pets provides services to the City in housing domestic animals and other services as more particularly described below; and

WHEREAS, the services provided to the City by Semo Pets has value to the City; and

WHEREAS, the City desires to pay an amount to Semo Pets for the services provided; and

WHEREAS, Semo Pets is willing to continue its service to the City; and

WHEREAS, the parties desire to memorialize their agreement in writing.

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

1. **PAYMENT TO SEMO PETS.** The amount the City pays to Semo Pets is calculated using the previous year’s payment as the base amount and multiplying it by the Consumer Price Index (CPI) as certified by the Missouri Tax Commission on the last twelve month basis available on February 1st of each year preceding the prior twelve month period. In 2022 the City paid Semo Pets \$31,460.00. The CPI for 2022 is seven (7%) percent. The City will pay Semo Pets an annual payment of \$33,662.00 for 2023 due on January 1, 2023. This method of calculation will be used for 2024 and 2025. By way of example:

- 2023 Annual Payment x CPI for 2023 = 2024 Annual Payment due January 1, 2024.
- 2024 Annual Payment x CPI for 2024 = 2025 Annual Payment due January 1, 2025.

2. SEMO PETS TO PROVIDE SERVICES TO THE CITY. Semo Pets agrees that is shall provide the following services:

- a) House domestic animals picked up by the City or its residents and released to Semo Pets at its facility except that Semo Pets will not take any animal deemed to be feral unless Semo Pets is funded for TNR (trap, neuter, and release) program. Semo Pets reserves the right to refuse any animal that cannot properly cared for.
- b) Animals will be housed for a five (5) day period as required by law. After the five days the animals will become the property and responsibility of the Semo Pets without any further necessary action. If the animals are ill or injured beyond recovery prior to passage of the required five days, the animal shall be immediately released to the Semo Pets and humanely euthanized, as allowed by the Animal Care Facilities Act.
- c) At least one (1) pen in a separate area will be set aside and labeled for suspected rabid animals. Quarantined animals housed in this area will be held for a ten (10) day period, as required by law. If the animal is deemed too vicious to house for the ten (10) day holding period, it will be euthanized and sent in for rabies testing. The owner of the animal is responsible for paying the quarantine fee of one hundred fifty dollars \$150.00 if the animal is reclaimed by its owner.
- d) All animals released to the Semo Pets by the City or its residents for impoundment may be given inoculations against communicable diseases. The inoculations shall be furnished at no charge to the City.

- e) At the time the City or its residents releases an animal to Semo Pets, a form will be completed by the City representative or resident reflecting the date and time the animal was received by Semo Pets, as well as, identify where and when the animal was picked up.
- f) If the animal has been reclaimed it will be the responsibility of the City to follow up with Semo Pets to determine violations of any applicable city ordinance. The City will receive all monies realized from fines that have been incurred through Ordinance violations.
- g) If the animal is reclaimed, Semo Pets shall receive all monies collected for boarding fees and "Return to Owner Fees."

3. ACTIVITY REPORTING. The City will maintain records of all animals released by the City to Semo Pets. Semo Pets will maintain records of: how many animals are released by the City or its residents to Semo Pets; the dates when each animal was received; the inclusive dates of the five day hold period; the dates when each animal became the property of Semo Pets or was released to the Owner; and the number and type of inoculations each animal received.

4. INSURANCE COVERAGE/INDEMNITY. To the fullest extent permitted by law, Semo Pets agrees to indemnify, defend and hold harmless the City, its officers, agents, and employees from and against all suits, claims, damages, losses, and expenses, including, but not limited to, attorney fees, court costs, or alternative dispute resolution costs, arising out of, or related to, Semo Pets housing of animals and other services described in this Agreement, involving an injury to a person or persons, whether bodily injury or other personal injury, including death, or involving an injury or damage to property, including loss of use or diminution in value, but only to the extent that such suits, claims, damages, losses, or expenses are caused by the negligence or

other wrong doing of Semo Pets, its officers, agents, or employees regardless of whether caused in part by the negligence or wrong doing of City and any of its agents or employees. In addition, Semo Pets agrees that it shall add the City of Jackson, Missouri, as an additional named insured under its general liability policy and shall provide to the City a copy of the policy endorsement.

5. INDEPENDENT CONTRACTOR. It is acknowledged by the parties that Semo Pets is an independent contractor under the provisions of this Agreement. The City, in no manner whatsoever, shall control the day-to-day activities, approaches, programs, or any other activities of Semo Pets.

6. TERMS. This Agreement shall be for three years and shall terminate on December 31, 2025.

7. EARLY TERMINATION. Either party may terminate this Agreement prior to the end of the Agreement term by providing thirty (30) days written notice to:

City Clerk
City of Jackson
101 Court Street
Jackson, MO 63755

and

Director
Semo Pets
2536 Boutin Road
Cape Girardeau, MO 63701

Semo Pets will reimburse the City pro-rata that portion of the annual payment remaining after early termination.

8. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof and can be altered, amended, or modified only by written instrument executed by all such parties. This Agreement sets forth the entire

agreement between the City and Semo Pets, and no custom, act, forbearance or words or silence at any time, gratuitous or otherwise, shall impose any additional obligation or liability upon either party or waive or release either party from any default or the performance or fulfillment of any obligation or liability or operate as against either party as a supplement, alteration, amendment, or change of any terms or provisions set forth herein unless set forth in a written instrument duly executed by such party. The failure of either party to exercise any rights or remedies shall not release the other party from its obligations hereunder.

9. GOVERNED AND CONSTRUED. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. The venue for any dispute between the parties shall be in the Circuit Court of Cape Girardeau County, Missouri.

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

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

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

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

14. ENFORCEABILITY. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respects, such

invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

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

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

CITY OF JACKSON, MISSOURI

By: _____
Mayor

ATTEST:

City Clerk

SEMO PETS

By: Jenn Garner
~~President~~
Executive Director

ATTEST:

Secretary