



**CITY OF JACKSON**  
**MAYOR & BOARD OF ALDERMEN REGULAR MEETING**  
**Monday, August 15, 2022 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.

**PUBLIC HEARINGS**

2. Hearing to consider the proposed 2022 Parks and Recreation, General Revenue, Cemetery, and Band Tax Rates.

**APPROVAL OF MINUTES**

3. Motion approving the Minutes of the Regular Meeting of August 1, 2022.

**FINANCIAL AFFAIRS**

4. Motion approving the payment of the semimonthly bills.
5. Motion approving the City Collector's Report.
6. Motion approving the City Clerk's & Treasurer's Reports.

**ACTION ITEMS**

**Power, Light, and Water Committee**

7. Motion accepting the certified election results for the August 2, 2022 Primary Election, as certified by Cape Girardeau County Election Authority Kara Clark Summers.
8. Motion authorizing the sale of intoxicating liquor, malt liquor (beer), and non-intoxicating beer, at the Big Love Concert, at the Leist Memorial Band Shell in the Jackson City Park, on Friday, September 2, 2022, as submitted by Stooges.
9. Motion approving an increase in expenditures, in the amount of \$31,900.00, under Task Order Authorization No. 19-04, to Horner & Shifrin, Inc., of St. Louis, Missouri, relative to providing additional engineering services under the Water System Facility Plan Implementation Program, Phase 2.
10. Bill proposing an Ordinance authorizing a contractual agreement with Circle Fiber, of Cape Girardeau, Missouri, relative to the Telephone and Internet Services Program.

- [11.](#) Bill proposing an Ordinance authorizing a Mutual Settlement and Release Agreement with Joseph Ehinger, of Jackson, Missouri, relative to a claim for property damage allegedly resulting from the disconnection of electrical services.
- [12.](#) Bill proposing an Ordinance approving the 2022 Parks and Recreation, General Revenue, Cemetery, and Band Tax Rates.

#### **Street, Sewer, and Cemetery Committee**

13. Motion setting a public hearing for Tuesday, September 6, 2022, at 6:00 p.m., to consider a Special Use Permit for a towing business in a C-2 (General Commercial) District at 1405 South Farmington Road, as submitted by Land Escapes, LLC.
14. Motion setting a public hearing for Tuesday, September 6, 2022, at 6:00 p.m., to consider a Special Use Permit for shipping containers as long term storage in a C-2 (General Commercial) District at 957 West Independence Street, as submitted by Brennon Todt.
- [15.](#) Motion approving Task Order Authorization No. 22-16, in the amount of \$15,500.00, to Koehler Engineering & Land Surveying, Inc., relative to providing engineering services under the Restroom No. 1 Building Replacement Project.
- [16.](#) Motion approving Change Order No. 1, to Fronabarger Concreters, Inc., of Oak Ridge, Missouri, relative to the 2022 Concrete Pavement Improvement Program.
- [17.](#) Bill proposing an Ordinance authorizing a Mutual Settlement and Release Agreement with Sharon Sarno, of Jackson, Missouri, relative to the McKendree Hills Sanitary Sewer District Project.
- [18.](#) Bill proposing an Ordinance amending Chapter 39-500 (Vehicles Prohibited) of the Code of Ordinances, relative to definitions for "Recreational off-highway vehicle" and "Utility vehicle."
- [19.](#) Bill proposing an Ordinance amending Chapter 39-501 (Vehicles Prohibited) of the Code of Ordinances, relative to vehicles prohibited.

#### **NON-AGENDA CITIZEN INPUT**

##### **INFORMATION ITEMS**

20. Report by Mayor
21. Reports by Board Members
22. Report by City Attorney
23. Report by City Administrator
24. 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 08/12/2022 at 04:00 PM.

## NOTICE OF PUBLIC HEARING

A public hearing will be held at 6:00 P.M., August 15, 2022, at City Hall, 101 Court Street, Jackson, Missouri, at which time citizens may be heard on the property tax rates proposed to be set by the City of Jackson, Missouri. The tax rates shall be set to produce the revenues which the budget for the fiscal year shows to be required from the property tax. Each tax rate is determined by dividing the amount of revenue required by current assessed valuation. The result is multiplied by 100 so the tax rate will be expressed in cents per \$100 valuation. The following calculations are based on present data (after Board of Equalization adjustments).

Assessed Valuation (by Categories)	Current Tax <u>Year 2022</u>	Prior Tax <u>Year 2021</u>
Real Estate	\$ 204,855,123	\$ 191,228,438
Personal Property	\$ 73,813,618	\$ 60,290,829
State Assessed	\$ 558,583	\$ 585,952
	\$ <u>279,227,324</u>	\$ <u>252,105,219</u>

	Amount of Property Tax Revenues <u>Budgeted for 2022</u>	Proposed Tax Rate For <u>2022 (per \$100)</u>
General Revenue	\$ 1,797,381	\$ 0.6437
Cemetery	\$ 232,309	\$ 0.0832
Park	\$ 376,978	\$ 0.1350
Band	\$ 232,309	\$ 0.0832
	\$ <u>2,638,977</u>	\$ <u>0.9451</u>

Posted: 08/11/2022

Mayor  
Board of Aldermen  
City of Jackson  
Liza Walker, City Clerk



**CITY OF JACKSON**  
**MAYOR & BOARD OF ALDERMEN REGULAR MEETING**  
**Monday, August 1, 2022 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, Katy Liley, Paul Sander, David Hitt, Tommy Kimbel, David Reiminger, and Wanda Young. Present-8; Absent-0.

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

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

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

Motion to Adopt the Agenda                               )

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

Motion to Approve the Minutes of the       )  
 July 18, 2022, Regular Board Meeting       )

Motion made by Alderwoman Liley, seconded by Alderman Hitt, to approve the minutes of the preceding Regular Board Meeting of Monday, July 18, 2022. Ayes-8; Nays-0; Absent-0.

Motion to Approve Bills of August, 2022 )

Now is presented the Semimonthly Bills, in the various funds for the month of August, 2022. Motion made by Alderman Hitt, seconded by Alderwoman Young, to approve the Semimonthly Bills in the various funds for August, 2022. Ayes-8; Nays-0; Absent-0.

Motion to Record in the Minutes the       )  
 Disposition of Certain City Records that       )  
 have met their Retention Life according       )  
 to the Missouri Secretary of State               )  
 Records Retention Schedule, under               )  
 RSMo 109.230, Subsection 4                       )

Motion made by Alderman Reiminger, seconded by Alderman Seabaugh, to record in the minutes the disposal of City records which have met their retention life and were destroyed in compliance with the guidelines according to the Missouri Secretary of State's Record Retention Schedule, under RSMo 109.230, Subsection 4. The following records were disposed of by bulk shredding on July 18, 2022, by Shred-It:

<u>RECORD DESCRIPTION:</u>	<u>INCLUSIVE DATE</u>
Accounts Payable Check Copies	2016
Accounts Payable Invoices	2016
Accounts Payable Reports	2016
Accounts Receivable Paid Invoices	2016
Bank Deposit Tickets	2016
Bank Statements & Records	2016
Bank Depository Agreement & Securities Pledged	2016
Building Permits Receipts Book	2016
Building Plans	2016
Business Licenses	2016
Check Deposit Register	2016
City Treasurer's Monthly Reports	2016



**CITY OF JACKSON**  
**MAYOR & BOARD OF ALDERMEN REGULAR MEETING**  
**Monday, August 1, 2022 at 6:00 PM**  
**Board Chambers, City Hall, 101 Court St.**

**MINUTES**

Collector's Batch Lists	2016
Collector's Daily Reconciliation Postings & Reports	2016
Credit Card Receipts	2016
Female Employee Report	2016
Fuel Tickets, Transfer and Work Tickets	2016
G/L Posting Journal	2016
Invoices-Misc.	2016
Inventory Sheets	2016
Investment Allocation Worksheets	2016
MIRMA Files	2016
Missouri Taxes Received	2016
MODES & Reports for CFS & Multiple Work Sites	2016
Monthly Journal Entries/Computer Worksheets	2016
Paid Invoices	2016
Park Foundation Summaries	2016
Park Pavilion Receipts	2016
Payroll Deductions and 941's	2016
Payroll Monthly Reports	2016
Payroll Reports, Taxes, Drug Testing, Ins. W/H's	2016
Payroll-Sick Time, Garnishments, COBRA	2016
Public Information Requests	2016
Public Notice Records	2016
Purchase Orders	2016
Receipts – Building Permits, Park and Franchises	2016
Returned Checks	2016
Sales Tax Quarterly Reports	2016
Swimming Pool Receipts	2016
Utility Applications	2016
Utility Bill Finals	2016
Utility Bill Postal Statements	2016
Utility Bill Stubs	2016
Utilities Work Orders	2016
W-2s & W-3s and 1095Cs & 1094Cs	2016
Water Sold	2016
Workmen's Compensation	2016
W & L Deposit Account - Refunds	2016

Ayes-8; Nays-0; Absent-0.

Ordinance No. 22-69 Re: To Approve an)  
 Affidavit of Gift to the Cape Girardeau )  
 Career & Technology Center of Cape )  
 Girardeau, Missouri )

The matter of approving an Affidavit of Gift to the Cape Girardeau Career & Technology Center of Cape Girardeau, Missouri, came on for consideration. Alderman Reiminger introduced Bill No. 22-71, being for an ordinance entitled as follows:

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE AN AFFIDAVIT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND THE CAPE GIRARDEAU CAREER & TECHNOLOGY CENTER OF CAPE GIRARDEAU, MISSOURI, RELATIVE TO A GIFT; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.**



**CITY OF JACKSON**  
**MAYOR & BOARD OF ALDERMEN REGULAR MEETING**  
**Monday, August 1, 2022 at 6:00 PM**  
**Board Chambers, City Hall, 101 Court St.**

**MINUTES**

Motion made by Alderman Reiminger, seconded by Alderman Kimbel, Bill No. 22-71 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. 22-71 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. 22-69 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Hitt-aye; Alderman Baker-aye; Alderman Reiminger-aye; Alderman Kimbel-aye; Alderman Seabaugh-aye; Alderwoman Young-aye; Alderman Sander-aye; and Alderwoman Liley-aye.

**BILL NO. 22-71**

**ORDINANCE NO. 22-69**

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE AN AFFIDAVIT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *THE CAPE GIRARDEAU CAREER & TECHNOLOGY CENTER OF CAPE GIRARDEAU, MISSOURI*, RELATIVE TO A GIFT; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.**

WHEREAS, the Mayor and Board of Aldermen have been presented an affidavit 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 affidavit.

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 affidavit marked Exhibit A and attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and the **Cape Girardeau Career & Technology Center 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 affidavit.

Section 2. That the Mayor is hereby authorized and directed to execute said affidavit 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 affidavit.

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



**CITY OF JACKSON**  
**MAYOR & BOARD OF ALDERMEN REGULAR MEETING**  
**Monday, August 1, 2022 at 6:00 PM**  
**Board Chambers, City Hall, 101 Court St.**

**MINUTES**

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: August 1, 2022.

SECOND READING: August 1, 2022.

PASSED AND APPROVED this 1st day of August, 2022, by a vote of 8 ayes, 0 nays, 0 abstentions and 0 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)  
 Mayor

ATTEST:

Liza Walker (signed)  
 City Clerk

Motion to Accept the Bid of Phil R. )  
 Dormeyer, on behalf of Amy Jo Ybarra, )  
 Relative to the City of Jackson's Sale of )  
 Property at 110 East Monroe Street )

Motion made by Alderman Reiminger, seconded by Alderman Sander, to accept the bid of Phil R. Dormeyer, on behalf of Amy Jo Ybarra, in the amount of \$3,000.00, relative to the City of Jackson's sale of property at 110 East Monroe Street. Ayes-8; Nays-0; Absent-0.

Ordinance No. 22-70 Re: To Authorize )  
 an Agreement of Sale with Amy Jo )  
 Ybarra, for a 0.096 Acre Tract of Land at )  
 110 East Monroe Street )

The matter of authorizing an Agreement of Sale with Amy Jo Ybarra, for a 0.096 acre tract of land at 110 East Monroe Street, came on for consideration. Alderman Reiminger introduced Bill No. 22-72, being for an ordinance entitled as follows:

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND AMY JO YBARRA OF JACKSON, MISSOURI, RELATIVE TO THE SALE OF A 0.096 ACRE TRACT OF LAND AT 110 EAST MONROE STREET; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.**

Motion made by Alderman Reiminger, seconded by Alderman Seabaugh, Bill No. 22-72 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 Seabaugh, Bill No. 22-72 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. 22-70 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderwoman Liley-aye;





**CITY OF JACKSON**  
**MAYOR & BOARD OF ALDERMEN REGULAR MEETING**  
**Monday, August 1, 2022 at 6:00 PM**  
**Board Chambers, City Hall, 101 Court St.**

**MINUTES**

Alderman Baker-aye; Alderman Reiminger-aye; Alderman Kimbel-aye; Alderman Seabaugh-aye; Alderwoman Young-aye; Alderman Sander-aye; and Alderman Hitt-aye.

**BILL NO. 22-72**

**ORDINANCE NO. 22-70**

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND AMY JO YBARRA OF JACKSON, MISSOURI, RELATIVE TO THE SALE OF A 0.096 ACRE TRACT OF LAND AT 110 EAST MONROE STREET; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.**

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

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

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

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

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

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

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: August 1, 2022.





**CITY OF JACKSON**  
**MAYOR & BOARD OF ALDERMEN REGULAR MEETING**  
**Monday, August 1, 2022 at 6:00 PM**  
**Board Chambers, City Hall, 101 Court St.**

**MINUTES**

SECOND READING: August 1, 2022.

PASSED AND APPROVED this 1st day of August, 2022, by a vote of 8 ayes, 0 nays, 0 abstentions and 0 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)  
Mayor

ATTEST:

Liza Walker (signed)  
City Clerk

Motion to Approve the Mayor's )  
 Appointment of Dr. T. Wayne Lewis, as )  
 an Alternate Member, to the Historic )  
 Preservation Commission )

Motion made by Alderwoman Liley, seconded by Alderman Baker, to approve the Mayor's appointment of Dr. T. Wayne Lewis, as an alternate member, to the Historic Preservation Commission, filling an unexpired term ending May, 2024. Ayes-8; Nays-0; Absent-0.

Motion to Approve Change Order No. 1 )  
 to Paving Pros, LLC of Oak Ridge, )  
 Missouri, relative to the 2022 Asphalt )  
 Pavement Improvement Program )

Motion made by Alderwoman Liley, seconded by Alderman Hitt, to approve Change Order No. 1, in the amount of \$4,800.00, to Paving Pros, LLC of Oak Ridge, Missouri, relative to the 2022 Asphalt Pavement Improvement Program. Ayes-8; Nays-0; Absent-0.

Motion to Approve Change Order No. 5 )  
 to Coast to Coast Signs, LLC of Scott )  
 City, Missouri, relative to the Jackson )  
 Civic Center Directional and )  
 Informational Sign Project )

Motion made by Alderwoman Liley, seconded by Alderwoman Young, to approve Change Order No. 5 to Coast to Coast Signs, LLC of Scott City, Missouri, relative to the Jackson Civic Center Directional and Informational Sign Project. Ayes-8; Nays-0; Absent-0.

Motion to Approve Task Order )  
 Authorization No. 22-15 to Lochmueller )  
 Group of Evansville, Indiana, relative to )  
 Providing Engineering Services under )  
 the Roundabout Project at North High )  
 Street and Deerwood Drive )

Motion made by Alderwoman Liley, seconded by Alderman Baker, to approve Task Order Authorization No. 22-15 to Lochmueller Group of Evansville, Indiana, in the amount of \$355,740.57, relative to providing engineering services under the Roundabout Project at North High Street and Deerwood Drive. Ayes-8; Nays-0; Absent-0.

Ordinance No. 22-71 Re: To Approve a )  
 Memorandum of Understanding with )



**CITY OF JACKSON**  
**MAYOR & BOARD OF ALDERMEN REGULAR MEETING**  
**Monday, August 1, 2022 at 6:00 PM**  
**Board Chambers, City Hall, 101 Court St.**

**MINUTES**

Noel Travis Smith, Jason Benda, and )  
 Yuan Yuan Xie, relative to Sewer & )  
 Utility Easements in Nine Oaks Third )  
 Subdivision )

The matter of approving a Memorandum of Understanding with Noel Travis Smith, Jason Benda, and Yuan Yuan Xie, relative to Sewer & Utility Easements in Nine Oaks Third Subdivision, came on for consideration. Alderwoman Liley introduced Bill No. 22-73, being for an ordinance entitled as follows:

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND NOEL TRAVIS SMITH, JASON BENDA, AND YUAN YUAN XIE OF JACKSON, MISSOURI, RELATIVE TO SEWER & UTILITY EASEMENTS IN NINE OAKS THIRD SUBDIVISION; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.**

Motion made by Alderwoman Liley, seconded by Alderman Hitt, Bill No. 22-73 was placed on its first reading and was read by title, considered and discussed and was duly passed by unanimous vote. On a motion by Alderwoman Liley, seconded by Alderman Hitt, Bill No. 22-73 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. 22-71 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Baker-aye; Alderman Reiminger-aye; Alderman Kimbel-aye; Alderman Seabaugh-aye; Alderwoman Young-aye; Alderman Sander-aye; Alderman Hitt-aye; and Alderwoman Liley-aye.

**BILL NO. 22-73**

**ORDINANCE NO. 22-71**

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND NOEL TRAVIS SMITH, JASON BENDA, AND YUAN YUAN XIE OF JACKSON, MISSOURI, RELATIVE TO SEWER & UTILITY EASEMENTS IN NINE OAKS THIRD SUBDIVISION; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.**

WHEREAS, the Mayor and Board of Aldermen have been presented a memorandum of understanding 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 memorandum of understanding.

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

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the memorandum of understanding marked Exhibit A and attached hereto and incorporated herein



**CITY OF JACKSON**  
**MAYOR & BOARD OF ALDERMEN REGULAR MEETING**  
**Monday, August 1, 2022 at 6:00 PM**  
**Board Chambers, City Hall, 101 Court St.**

**MINUTES**

as if fully set forth between the City of Jackson, a municipal corporation, and **Noel Travis Smith, Jason Benda, and Yuan Yuan Xie of Jackson, Missouri.** It is the belief of the Mayor and Board of Aldermen that it is in the best interest of the citizens of the City of Jackson, Missouri, that the City enters into said memorandum of understanding.

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

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

Section 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

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

FIRST READING: August 1, 2022.

SECOND READING: August 1, 2022.

PASSED AND APPROVED this 1st day of August, 2022, by a vote of 8 ayes, 0 nays, 0 abstentions and 0 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)  
Mayor

ATTEST:

Liza Walker (signed)  
City Clerk

Ordinance No. 22-72 Re: To Accept the )  
Dedication of a Sewer & Utility )  
Easement Deed from Jason Benda and )  
Yuan Yuan Xie at 2191 Aberdine Circle )  
in Nine Oaks Third Subdivision )

The matter of accepting the dedication of a Sewer & Utility Easement Deed from Jason Benda and Yuan Yuan Xie at 2191 Aberdine Circle in Nine Oaks Third Subdivision, came on for consideration. Alderwoman Liley introduced Bill No. 22-74, being for an ordinance entitled as follows:



**CITY OF JACKSON**  
**MAYOR & BOARD OF ALDERMEN REGULAR MEETING**  
**Monday, August 1, 2022 at 6:00 PM**  
**Board Chambers, City Hall, 101 Court St.**

**MINUTES**

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

Motion made by Alderwoman Liley, seconded by Alderwoman Young, Bill No. 22-74 was placed on its first reading and was read by title, considered and discussed and was duly passed by unanimous vote. On a motion by Alderwoman Liley, seconded by Alderwoman Young, Bill No. 22-74 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. 22-72 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Reiminger-aye; Alderman Seabaugh-aye; Alderman Kimbel-aye; Alderwoman Young-aye; Alderman Sander-aye; Alderman Hitt-aye; Alderman Baker-aye; and Alderwoman Liley-aye.

**BILL NO. 22-74**

**ORDINANCE NO. 22-72**

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

WHEREAS, **Jason Benda and Yuan Yuan Xie of Jackson, Missouri**, of the County of Cape Girardeau, State of Missouri, deeded to the City of Jackson, Missouri, the property described in the Deed, attached hereto.

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

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, do hereby accept the Deed which is attached hereto.

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

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

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

FIRST READING: August 1, 2022.

SECOND READING: August 1, 2022.



**CITY OF JACKSON**  
**MAYOR & BOARD OF ALDERMEN REGULAR MEETING**  
**Monday, August 1, 2022 at 6:00 PM**  
**Board Chambers, City Hall, 101 Court St.**

**MINUTES**

PASSED AND APPROVED this 1st day of August, 2022, by a vote of 8 ayes, 0 nays, 0 abstentions and 0 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)  
 Mayor

ATTEST:

Liza Walker (signed)  
 City Clerk

Ordinance No. 22-73 Re: To Approve     )  
 the Partial Abandonment of a Sewer &     )  
 Utility Easement at 2131 Ripken Way in     )  
 Nine Oaks Third Subdivision, as     )  
 Requested by Noel Travis Smith     )

The matter of approving the partial abandonment of a Sewer & Utility Easement at 2131 Ripken Way in Nine Oaks Third Subdivision, as requested by Noel Travis Smith, came on for consideration. Alderwoman Liley introduced Bill No. 22-75, being for an ordinance entitled as follows:

**AN ORDINANCE VACATING AN EASEMENT LOCATED IN THE CITY OF JACKSON, MISSOURI; SPECIFICALLY DESCRIBING SAID EASEMENT; TRANSFERRING TITLE OF SAID AREA TO THE OWNERS OF RECORD; AUTHORIZING THE MAYOR AND CITY CLERK TO TRANSFER SAID AREA; AND REPEALING ALL ORDINANCES IN CONFLICT THEREWITH.**

Motion made by Alderwoman Liley, seconded by Alderman Baker, Bill No. 22-75 was placed on its first reading and was read by title, considered and discussed and was duly passed by unanimous vote. On a motion by Alderwoman Liley, seconded by Alderman Baker, Bill No. 22-75 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. 22-73 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Seabaugh-aye; Alderman Sander-aye; Alderman Kimbel-aye; Alderwoman Young-aye; Alderman Reiminger-aye; Alderman Hitt-aye; Alderman Baker-aye; and Alderwoman Liley-aye.

**BILL NO. 22-75**

**ORDINANCE NO. 22-73**

**AN ORDINANCE VACATING AN EASEMENT LOCATED IN THE CITY OF JACKSON, MISSOURI; SPECIFICALLY DESCRIBING SAID EASEMENT; TRANSFERRING TITLE OF SAID AREA TO THE OWNERS OF RECORD; AUTHORIZING THE MAYOR AND CITY CLERK TO TRANSFER SAID AREA; AND REPEALING ALL ORDINANCES IN CONFLICT THEREWITH.**

WHEREAS, Noel T. Smith has requested vacation of the following described areas in the City of Jackson, Missouri, to-wit:

**SEWER AND UTILITY EASEMENT**

THAT PART OF LOT 25 OF NINE OAKS THIRD SUBDIVISION, AS RECORDED IN PLAT BOOK 23, AT PAGE 90 IN THE LAND RECORDS OF CAPE



**CITY OF JACKSON**  
**MAYOR & BOARD OF ALDERMEN REGULAR MEETING**  
**Monday, August 1, 2022 at 6:00 PM**  
**Board Chambers, City Hall, 101 Court St.**

**MINUTES**

GIRARDEAU COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID LOT 25; THENCE SOUTH 52°00'36" EAST ALONG THE NORTH LINE OF SAID LOT 25, 5.01 FEET TO THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING, CONTINUE SOUTH 52°00'36" EAST ALONG SAID NORTH LINE, 5.01 FEET; THENCE LEAVING SAID NORTH LINE, SOUTH 40°56'28" WEST 27.91 FEET; THENCE SOUTH 21°34'49" WEST 95.45 FEET; THENCE NORTH 68°25'11" WEST 5.00 FEET; THENCE NORTH 21°34'49" EAST 96.30 FEET; THENCE NORTH 40°56'28" EAST 28.50 FEET TO THE POINT OF BEGINNING.

THE HEREIN DESCRIBED VACATED EASEMENT CONTAINS 620 SQUARE FEET, MORE OR LESS.

(The description herein was prepared by Strickland Engineering on behalf of Noel T. Smith. Also attached as Exhibit A is the plat showing the sewer and utility easement to be vacated.)

and,

WHEREAS, the Board of Aldermen deems it in the best interest of the City of Jackson, Missouri, that said areas be vacated.

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

Section 1. That the above-described areas be and that the same are hereby vacated and said areas are transferred to the owners of record.

Section 2. That the Mayor is hereby authorized to execute and the City Clerk is hereby authorized to attest the signature of the Mayor on any instruments necessary for the vacation of said areas.

Section 3. That the City Clerk is hereby directed to record a copy of this ordinance with the Recorder of Deeds, Cape Girardeau County, Missouri.

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

FIRST READING: August 1, 2022.

SECOND READING: August 1, 2022.

PASSED AND APPROVED this 1st day of August, 2022, by a vote of 8 ayes, 0 nays, 0 abstentions and 0 absent.

CITY OF JACKSON, MISSOURI



**CITY OF JACKSON**  
**MAYOR & BOARD OF ALDERMEN REGULAR MEETING**  
**Monday, August 1, 2022 at 6:00 PM**  
**Board Chambers, City Hall, 101 Court St.**

**MINUTES**

(SEAL)

ATTEST:

By: Dwain L. Hahs (signed)  
 Mayor

Liza Walker (signed)  
 City Clerk

Larry Koehler to Thank the City )

Now comes forth Larry Koehler of the American Legion Post 158 to thank the City for all that the staff does to help with Homecomers, the largest fundraiser for the American Legion.

City Administrator James Roach )  
 requests Closed Session )

Now comes forth City Administrator James Roach to request to proceed into closed session for one item of litigation.

Chief Humphreys to Introduce Assistant )  
 Chief of Police Alex Broch following the )  
 Retirement of Scott Eakers )

Now comes forth Chief Humphreys to introduce Assistant Chief of Police Alex Broch. Broch was promoted following the retirement of Scott Eakers.

Motion to Recess the Meeting to Study )  
 Session )

On a motion by Alderman Baker, seconded by Alderwoman Liley, to recess the meeting at 6:24 P.M., to convene to the Study Session. Ayes-8; Nays-0; Absent-0.

.....  
 Returned to Open Session at 7:16 P.M., from Study Session.

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

Meeting concluded at 7:16 P.M., on a motion by Alderman Baker, seconded by Alderman Kimbel, to proceed into closed session for one item of litigation, and that the meeting will stand adjourned upon the adjournment of the closed session. On roll call: Alderman Kimbel-aye; Alderman Hitt-aye; Alderman Baker-aye; Alderman Reiminger-aye; Alderman Sander-aye; Alderman Seabaugh-aye; Alderwoman Liley-aye; and Alderwoman Young-aye. Ayes-8; Nays-0; Absent-0.

ATTEST:

\_\_\_\_\_  
 Mayor

\_\_\_\_\_  
 City Clerk



## COLLECTOR'S REPORT

JULY COLLECTIONS 2022

UTILITY SERVICE	ELECTRIC/SECURITY LIGHT (EL/SL)	WATER/PRIMACY (WA/PF)	SEWER (SE)	LANDFILL (TR)	GENERAL REVENUE	TOTALS
<b>COLLECTIONS</b>						
SERVICE CHARGES	1,469,567.06	265,353.95	206,671.66	56,640.80		1,998,233.47
LATE FEES	7,090.81	1,662.51	1,301.24	312.20		10,366.76
SALES TAX	46,945.45	8,219.27				55,164.72
RECONNECT FEES	800.00					800.00
RETURNED TRANSACTION FEES	420.00					420.00
CUSTOMER RELOCATION FEES					250.00	250.00
TRASH STICKERS				1,369.00		1,369.00
<b>UTILITY COLLECTIONS</b>	<b>1,524,823.32</b>	<b>275,235.73</b>	<b>207,972.90</b>	<b>58,322.00</b>	<b>250.00</b>	<b>2,066,603.95</b>
Adjustments/Refund/Return Checks - Services						-
Adjustments/Refund/Return Checks - Penalties						-
Adjustments/ Refund/Return Checks - Taxes						-
Adjustments/Service Fees for Returns						-
Adjustments/Payments/Overpayments - Services						-
Adjustments/Payments/Overpayments - Penalties						-
Adjustments/Payments/Overpayments - Taxes						-
<b>NET UTILITY COLLECTIONS</b>	<b>1,524,823.32</b>	<b>275,235.73</b>	<b>207,972.90</b>	<b>58,322.00</b>	<b>250.00</b>	<b>2,066,603.95</b>
BUSINESS / CONTRACTOR LICENSES					382.50	382.50
EVENT CHARGES / MISC.	50.00					50.00
						-
<b>NON-UTILITY COLLECTIONS</b>	<b>50.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>382.50</b>	<b>432.50</b>
MISC. ADJUSTMENTS						-
INTEREST ON FUNDS						6.98
CASH IN BANK						2,067,043.43
MISSOURI SALES TAX PAYMENT	(46,945.45)	(8,219.27)				(55,164.72)
<b>Money Due to City Treasurer</b>					<b>\$</b>	<b>2,011,878.71</b>

Respectfully Submitted,



City Collector



## CITY CLERK'S REPORT FOR THE MONTH OF JULY, 2022

### ELECTRIC

Sale of Merchandise	0.00	
Cable TV Pole Rental	0.00	
Electric Meters	2320.00	
Electric Service Lines	3200.00	
Returned Check Fees	0.00	
URD Services	11328.00	
Reconnect Fees	0.00	
Sales Tax Commission	874.90	
Labor and Equipment Use	0.00	
Miscellaneous-Scrap Metal	<u>0.00</u>	
TOTAL		17,722.90

### CEMETERY

Sale of Lots	2000.00	
Sale of Niches	0.00	
Grave Openings	3700.00	
Niche Openings	0.00	
Weekend/Holiday Grave Openings/Inurnments	150.00	
Disinterments/Disinurnments	<u>0.00</u>	
TOTAL		5,850.00

### WATER & SEWER

#### WATER

Water Taps & Water Meters	9675.00	
Sale of Merchandise	0.00	
Water Sold at Plant	0.00	
Miscellaneous-Scrap Metal	<u>0.00</u>	
TOTAL		9,675.00

#### WASTEWATER

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

### GENERAL REVENUE

Building Permits	1450.48	
Electric Permits	280.00	
Gas Permits	140.00	
Plumbing/Sewer Permits	320.00	
Sewer Tap Permits	900.00	
Public Hearing & Plat Recording	552.00	
Stormwater Review Fees	275.00	
Street Repair or Mowing	0.00	
Gas Franchise	9859.57	
Sale of Merchandise	0.00	
Community Room	0.00	
Cable TV Franchise	36693.89	
Copies	312.30	
Telephone Franchise Fees	8749.43	
Fire Cost Recovery	0.00	
Court Fines	0.00	
Court Costs	0.00	
Fingerprint Fee	0.00	
Court Postage	0.00	
Court Warrant Fees	0.00	
Crime Victims Compensation	0.00	
Interest Earned	0.00	
Jail Expense Reimbursement	0.00	
Customer Relocation Admin. Fee-CRAF	0.00	
Cell Tower Rental	1058.00	
Health Insurance Reimbursement	152.62	
Returned Check Fee	30.00	
Street Repair or Scrap Metal	<u>0.00</u>	
TOTAL		60,773.29

**INMATE SECURITY FUND**

Inmate Security Court Costs	0.00	
TOTAL		0.00

**PARK**

Misc. Park Rentals	0.00	
Ballfield Rentals	395.00	
Pavilion Rentals	<u>275.00</u>	
TOTAL		670.00

**TRUST & AGENCY**

July 4th Receipts	5333.50	
Farmers Market Fees	<u>0.00</u>	
TOTAL		5,333.50

**PARK FOUNDATION**

Donations	4,500.00	
Civic Center Donations	<u>0.00</u>	
TOTAL		4,500.00

**RECREATIONAL DEVELOPMENT**

Pool Concession Receipts	3047.00	
Swimming Pool Gate Receipts	11365.00	
Reimb./Donations/Special Events	65.00	
Baseball Concessions	0.00	
Baseball Entry Fees	0.00	
Baseball Sponsor Fees	<u>0.00</u>	
TOTAL		14,477.00

**LANDFILL**

Refuse Collections	350.00	
Recyclables	379.20	
E-Cycle TV/Monitor Fees	635.00	
Trash Sticker Receipts	0.00	
Royalties	<u>0.00</u>	
TOTAL		1,364.20

**RECREATIONAL SALES TAX FUND**

Civic Center Rentals	4530.25	
Civic Center Programs	60.00	
Civic Center Membership Fees	67.50	
Civic Center Entry Fees	759.50	
Civic Center Concessions	<u>149.50</u>	
TOTAL		5,566.75

**HEALTH INSURANCE FUND**

Health Insurance Reimbursement	<u>1964.55</u>	
TOTAL		1,964.55

**STORMWATER FUND**

Stormwater Credit	0.00	
Stormwater Maintenance	<u>1076.70</u>	
TOTAL		1,076.70

**TRANSPORTATION SALES TAX**

Rent - Donna Drive Extension	<u>858.00</u>	
TOTAL		858.00

REPORT TOTAL		<u><u>\$129,831.89</u></u>
--------------	--	----------------------------

## ***Water & Light Deposit Accounts***

JULY, 2022

<b>Beginning Balance July 1, 2022:</b>	\$298,377.34
<b>TOTAL DEPOSITS</b>	\$19,350.40
<b>TOTAL REFUNDS</b>	\$21,723.09
<b>Ending Balance July 31, 2022:</b>	\$296,004.65

*Balance Consists of :*

Checking Account for US Bank	\$86,004.65
Investments	\$210,000.00
	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> \$296,004.65

## CITY TREASURER'S REPORT FOR JULY, 2022

Item 6.

FUND	FUND BALANCES 07-01-2022	RECEIPTS	TRANSFER OF FUNDS	DISBURSEMENTS	FUND BALANCES 07-31-2022	INVESTMENTS	CASH BALANCE 07-31-2022
<b>ELECTRIC FUND</b>							
Operation & Maintenance	-	1,301,720.02	12,501.68	1,314,221.70	-	-	-
Electric Surplus	3,799,427.79	193,969.83	-	38,117.91	3,955,279.71	2,368,743.84	1,586,535.87
Electric Capital Projects Fund	7,456,672.39	-	-	-	7,456,672.39	7,412,000.00	44,672.39
<b>General Revenue</b>	3,766,021.87	79,849.64	(97,724.88)	582,078.38	3,166,068.25	2,050,000.00	1,116,068.25
<b>Landfill Fund</b>	488,979.66	59,686.40	(8,608.31)	74,943.16	465,114.59	245,000.00	220,114.59
<b>City Park Fund</b>	213,959.48	4,085.96	15,455.65	37,768.00	195,733.09	-	195,733.09
<b>Public Park Foundation Fund</b>	142,648.77	4,500.00	-	5,981.20	141,167.57	-	141,167.57
<b>Cemetery Fund</b>	862,575.47	6,537.10	(5,598.38)	11,575.86	851,938.33	299,000.00	552,938.33
<b>Band Fund</b>	-	687.10	-	687.10	-	-	-
<b>Stormwater Maintenance Fund</b>	280,480.54	1,076.70	-	-	281,557.24	61,000.00	220,557.24
<b>ARPA Fund</b>	1,402,269.16	0.68	-	-	1,402,269.84	403,646.51	998,623.33
<b>Road Use Tax Fund</b>	1,138,904.66	55,396.47	(19,166.66)	700.00	1,174,434.47	850,000.00	324,434.47
<b>Sales Tax Fund</b>	2,885,402.88	220,799.79	-	5,646.53	3,100,556.14	2,953,464.80	147,091.34
<b>Fire Protection Sales Tax Fund</b>	3,333.00	50,867.68	-	-	54,200.68	-	54,200.68
<b>Recreation Sales Tax</b>	894.14	56,434.46	(29,724.20)	21,029.67	6,574.73	-	6,574.73
<b>Public Safety Sales Tax</b>	1,000.00	101,734.85	-	-	102,734.85	-	102,734.85
<b>Trust and Agency Fund</b>	997,959.46	36,081.59	26,166.20	46,143.53	1,014,063.72	720,000.00	294,063.72
<b>Recreational Development</b>	109,884.22	14,477.00	(5,763.81)	40,341.61	78,255.80	-	78,255.80
<b>Transportation Sales Tax</b>	2,194,456.61	102,593.51	-	9,386.67	2,287,663.45	2,173,000.00	114,663.45
<b>I-55 Corridor Special Alloc.</b>	619.70	-	-	-	619.70	-	619.70
<b>Capital Projects Construction</b>	-	-	-	-	-	-	-
<b>CDBG Grant Fund</b>	-	-	-	-	-	-	-
<b>Health Insurance Fund</b>	750,256.98	37,577.55	148,466.93	170,059.49	766,241.97	-	766,241.97
<b>Inmate Security Fund</b>	14,699.12	136.00	-	-	14,835.12	-	14,835.12
<b>Equitable Sharing Fund</b>	3,617.07	-	-	-	3,617.07	-	3,617.07
<b>WATER &amp; SEWER FUND</b>							
Water Operation & Maint.	-	95,787.45	(20,564.82)	75,222.63	-	-	-
Water Replacement	716,475.57	3,510.08	-	-	719,985.65	715,000.00	4,985.65
Water & Sewer Revenue Bond	22,582.77	327,781.02	-	21,250.00	329,113.79	300,000.00	29,113.79
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	9,607,892.46	-	-	157,512.62	9,450,379.84	8,941,720.52	508,659.32
Wastewater Operation & Maint.	-	57,638.09	(15,439.40)	42,198.69	-	-	-
Wastewater Replacement	1,113,253.35	-	-	-	1,113,253.35	1,030,385.03	82,868.32
<b>W &amp; S Construction Fund</b>	1,584,465.55	-	-	11,625.75	1,572,839.80	200,000.00	1,372,839.80
<b>TOTALS</b>	39,668,732.67	2,812,928.97	-	2,666,490.50	39,815,171.14	30,832,960.70	8,982,210.44

Respectfully Submitted,

Cash on Hand	1,675.00
General Account	6,965,039.66
Collectors Account	2,011,878.71
Equitable Sharing Fund	3,617.07

Liza Walker, City Clerk/Treasurer (signed)

TOTAL	8,982,210.44
-------	--------------

CAPE GIRARDEAU COUNTY MO  
**ELECTIONS**

**CERTIFICATION OF CAPE GIRARDEAU COUNTY, MISSOURI  
 ELECTION RETURNS  
 AUGUST 2, 2022  
 PRIMARY ELECTION**

August 10, 2022

City of Jackson  
 Liza Walker, City Clerk  
 101 Court St.  
 Jackson, MO 63755

Ms. Walker,

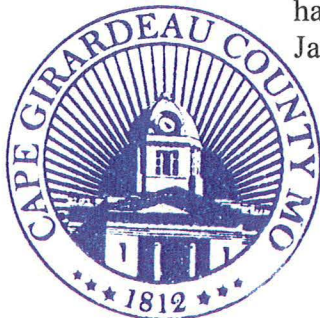
This is to certify the results of the August 2, 2022 Primary Election. The enclosed pages are the Official Results for the August 2, 2022 Primary Election.

**CERTIFICATION**

State of Missouri                    )  
   ) ss.  
 County of Cape Girardeau    )

I, Kara Clark Summers, Election Authority for the County of Cape Girardeau, hereby certify the attached documents to be a true, correct, and complete abstract of all the votes cast in said county for all races and ballot issues at the Primary Election held on August 2, 2022, as shown by the returns from the different voting precincts in said county, and as verified by the verification board as provided in Section 115.507, RSMo.

**IN TESTIMONY WHEREOF**, I hereunto set my hand and affix the seal of the County, at my office in Jackson, Missouri, this 10th day of August, 2022.



*Kara Clark Summers*  
 Kara Clark Summers  
 County Clerk/Election Authority  
 Cape Girardeau County

Election Summary Report  
 PRIMARY ELECTION - TUESDAY, AUGUST 2, 2022  
 CAPE GIRARDEAU COUNTY, MISSOURI  
 Election Results  
 OFFICIAL

Date: 8/5/2022  
 Time: 3:34:31 PM  
 Page 4/4

Registered Voters 54,135 - Total Ballots 11,964 : 22.10%

35 of 35 Precincts Reporting 100.00%

**US REPRESENTATIVE DISTRICT 8  
 (DEMOCRATIC PARTY)**

Number of Precincts	35	
Precincts Reporting	35	100.00%
Vote For 1		
Total Votes	1,607	

RANDI McCALLIAN	1,607	100.00%
-----------------	-------	---------

**STATE REPRESENTATIVE DISTRICT 147  
 (LIBERTARIAN PARTY)**

Number of Precincts	16	
Precincts Reporting	16	100.00%
Vote For 1		
Total Votes	19	

GREG TLAPEK	19	100.00%
-------------	----	---------

**STATE REPRESENTATIVE DISTRICT 147  
 (DEMOCRATIC PARTY)**

Number of Precincts	16	
Precincts Reporting	16	100.00%
Vote For 1		
Total Votes	911	

ANDY LEIGHTON	911	100.00%
---------------	-----	---------

**US SENATOR  
 (CONSTITUTION PARTY)**

Number of Precincts	35	
Precincts Reporting	35	100.00%
Vote For 1		
Total Votes	6	

PAUL VENABLE	6	100.00%
--------------	---	---------

**US SENATOR  
 (LIBERTARIAN PARTY)**

Number of Precincts	35	
Precincts Reporting	35	100.00%
Vote For 1		
Total Votes	27	

JONATHAN DINE	27	100.00%
---------------	----	---------

**JACKSON CITY QUESTION**

Number of Precincts	6	
Precincts Reporting	6	100.00%
Vote For 1		
Total Votes	2,371	

YES	1,858	78.36%
NO	513	21.64%

**STATE AUDITOR  
 (LIBERTARIAN PARTY)**

Number of Precincts	35	
Precincts Reporting	35	100.00%
Vote For 1		
Total Votes	26	

JOHN A. HARTWIG Jr.	26	100.00%
---------------------	----	---------

**US REPRESENTATIVE DISTRICT 8  
 (LIBERTARIAN PARTY)**

Number of Precincts	35	
Precincts Reporting	35	100.00%
Vote For 1		
Total Votes	27	

JIM HIGGINS	27	100.00%
-------------	----	---------



Statement of Votes Cast  
PRIMARY ELECTION - TUESDAY, AUGUST 2, 2022  
CAPE GIRARDEAU COUNTY, MISSOURI  
Election Results  
OFFICIAL

Date: 8/5/2022  
Time: 3:35:25 PM

	STATE REPRESENTATIVE DISTRICT 147				US SENATOR (CONSTITUTION PARTY)				JACKSON CITY QUESTION					
	Reg. Voters	Total Votes	GREG TLAPEK		Reg. Voters	Total Votes	PAUL VENABLE		Reg. Voters	Total Votes	YES		NO	
Jursidiction Wide														
CAPE PRECINCT 1	2994	2	2	100.00%	2994	0	0		-	-	-	-	-	-
CAPE PRECINCT 2A	2459	0	0		2459	0	0		-	-	-	-	-	-
CAPE PRECINCT 2B	862	0	0		862	0	0		-	-	-	-	-	-
CAPE PRECINCT 3B	701	0	0		701	0	0		-	-	-	-	-	-
CAPE PRECINCT 6C	1056	0	0		1492	0	0		-	-	-	-	-	-
CAPE PRECINCT 3A	2768	1	1	100.00%	2768	0	0		-	-	-	-	-	-
CAPE PRECINCT 4A	497	0	0		497	0	0		-	-	-	-	-	-
CAPE PRECINCT 6A	1988	2	2	100.00%	2231	0	0		-	-	-	-	-	-
CAPE PRECINCT 4B	2664	4	4	100.00%	2790	0	0		-	-	-	-	-	-
CAPE PRECINCT 4C	2287	3	3	100.00%	2287	0	0		-	-	-	-	-	-
CAPE PRECINCT 5A	2321	3	3	100.00%	2321	0	0		-	-	-	-	-	-
CAPE PRECINCT 5B	2044	0	0		2044	0	0		-	-	-	-	-	-
CAPE PRECINCT 6B	685	0	0		685	0	0		-	-	-	-	-	-
BYRD 1	-	-	-		2657	1	1	100.00%	2657	567	460	81.13%	107	18.87%
BYRD 2	-	-	-		2668	1	1	100.00%	2668	493	387	78.50%	106	21.50%
BYRD 3	-	-	-		2814	1	1	100.00%	2814	658	500	75.99%	158	24.01%
BYRD 4	-	-	-		2382	0	0		2382	428	326	76.17%	102	23.83%
BYRD 5 & 6	-	-	-		3979	0	0		-	-	-	-	-	-
BROWN OWL	-	-	-		613	0	0		-	-	-	-	-	-
CAMPSTER	-	-	-		951	0	0		-	-	-	-	-	-
GORDONVILLE	-	-	-		1792	0	0		-	-	-	-	-	-
WHITEWATER	-	-	-		555	0	0		-	-	-	-	-	-
BURFORDVILLE	-	-	-		825	0	0		-	-	-	-	-	-
HANOVER	226	1	1	100.00%	1737	1	1	100.00%	-	-	-	-	-	-
NELL HOLCOMB	-	-	-		1310	0	0		-	-	-	-	-	-
ORIOLE	-	-	-		569	0	0		-	-	-	-	-	-
FRUITLAND	-	-	-		2759	0	0		-	-	-	-	-	-
NEW WELLS	-	-	-		530	0	0		-	-	-	-	-	-
POCAHONTAS	-	-	-		584	0	0		-	-	-	-	-	-
DELTA	-	-	-		861	0	0		-	-	-	-	-	-
MILLERSVILLE	-	-	-		1028	0	0		-	-	-	-	-	-
FRIEDHEIM	-	-	-		502	0	0		-	-	-	-	-	-
OAK RIDGE	-	-	-		888	0	0		-	-	-	-	-	-
CENTRAL POLL	0	1	1	100.00%	0	0	0		0	52	39	75.00%	13	25.00%
ABSENTEE	0	2	2	100.00%	0	2	2	100.00%	0	173	146	84.39%	27	15.61%
(Total)	23552	19	19	100.00%	54135	6	6	100.00%	10521	2371	1858	78.36%	513	21.64%



## PUBLIC WORKS MEMORANDUM

# City of Jackson

TO: Mayor and Board of Aldermen

CC: Jim Roach, City Administrator

FROM: Kent Peetz, Director of Public Works

DATE: July 26, 2022

RE: Amendment 5 to Task Order 19-04

Attached you will find Amendment 5 to Task Order 19-04 for additional engineering services on the Water System Facility Plan Improvements project in the amount of \$31,900 to Horner and Shifrin Engineering.

I recommend award of this Task Order Amendment.

This Amendment will cover \$11,900 in additional engineering services for design, bidding, and construction phase services to replace the pump supports and VFDs for Pumps #1 and #2 at Water Treatment Plant No. 1.

This Amendment will also allocate \$20,000 for easement preparation and modifications for the East Jackson Blvd. and High Street Water Main Replacement Projects.



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

July 19, 2022

Mr. Kent Peetz, P.E.  
Public Works Director  
City of Jackson  
101 Court Street  
Jackson, MO 63755

**Re: Task Order Authorization No. 19-04 Increase in Expenditures  
to Provide Professional Engineering Services for The Water System Facility Plan  
Implementation Program – Phase 2 for the City of Jackson, MO  
Amendment No. 5**

Dear Mr. Peetz:

The Amendment No. 5 to the above Task Order Contract is requested to provide additional engineering services for the following projects (see Exhibit A attached):

1. Project 2, Phase 2D Water Plant Improvements – Additional design bidding, and construction phase services to replace the pump supports and VFDs for Pump #1 and Pump #2 at Water Treatment Plant No. 1. The metal pump supports are corroding and need to be replaced and the pump VFDs are obsolete resulting in unavailable or very difficult to obtain parts.
2. Project 2, Phase 2E East Jackson Blvd and High Street Water Main Replacement – Allocate money for easement preparation and modifications. Recommend \$20,000 and only use what is needed. Estimating 31 easements.

Based on the additional scope of work above the requested Amendment 5 fee is listed below and detailed on Exhibit A attached.

Project 2, Phase 2D	\$11,900
Project 2, Phase 2E	\$20,000

---

<b>Total Amendment 5 Requested Fee</b>	<b>\$31,900</b>
--	-----------------



Mr. Kent Peetz, P.E.

July 19, 2022

Page 2

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

Original Contract	\$346,800
Contract Amendment 1	\$ 60,100
Contract Amendment 2	\$233,173
Contract Amendment 3	\$ 9,540
Contract Amendment 4	\$ 79,600
<b>Contract Amendment 5</b>	<b>\$ 31,900</b>
Total Contract to Date	\$761,113

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

Respectfully Submitted,

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

Lisa Fennewald, P.E.  
Project Manager

Enclosures

cc: Anna Bergmark, Jackson

## EXHIBIT 1

**CITY OF JACKSON, MISSOURI  
WATER TREATMENT PLANT ADDITIONAL DESIGN  
ENGINEERING FEE ESTIMATE**

Prepared By: LEF

LABOR:					Labor Classification					
					Fennewald, Lisa	Fitzgerald, Spencer	Brenton, Chad	Smith, Keith	Dickerman, Jeremiah	Visintine, Brian
					EP04	EP10	SP08	BP03	BT02	ET01
Cost Center	Task No.	Task Description	Task M.H.	Task Cost						
<b>DESIGN - PLANT #1 ADDED IMPROVEMENTS</b>										
STL_ Water	1	Replacement of corroding pump bases for ex. Pump #1 and Pump #2	16	\$1,912		12				4
Structural Building			2	\$268			2			
STL_ Water	2	Replacement of VFDs for Pump #1 and Pump #2 due to unavailability of parts.	4	\$472		4				
MEP			23	\$4,034				19	4	
STL_ Water	3	Project Management - Design	2	\$370	2					
Subtotal			47	\$7,056	2	16	2	19	4	4
<b>BIDDING EXTRA</b>										
STL_ Water	1	Assist City Staff in responding to contractor questions about bidding documents and issue addendum(s).	2	\$236		2				
Structural Building			1	\$134			1			
MEP			2	\$380				2		
Subtotal			5	\$750	0	2	1	2	0	0
<b>CONSTRUCTION EXTRA</b>										
STL_ Water	1	Review contractor-submitted shop drawing and other items (e.g., construction schedule).	4	\$472		4				
Structural Building			2	\$268			2			
MEP			2	\$380				2		
STL_ Water	2	Respond to contractor questions regarding unforeseen field conditions and/or interpretations of design intent.	8	\$944		8				
Structural Building			2	\$268			2			
MEP			0	\$0						
STL_ Water	3	Provide assistance in resolving contractor's field questions to ensure consistent quality control of contractor's work.	8	\$944		8				
Structural Building			0	\$0						
MEP			2	\$380				2		
STL_ Water	4	Project Management - Constr	2	\$370	2					
Subtotal			30	\$4,026	2	20	4	4	0	0
TOTAL ESTIMATE MANHOURS			82		4	38	7	25	4	4
TOTAL ESTIMATED LABOR COSTS				\$11,832						

**DESIGN EXPENSES:**

Item	Unit	Total Cost
Mileage:	0 miles	\$0
E. Jackson Easements:	SAY	\$20,000
Reproduction & Photocopy:	-- SAY	\$0
Field Equipment Rental Reimbursement:	-- SAY	\$0
Misc. Reimbursable Expenses:	-- SAY	\$0
<b>ESTIMATED TOTAL REIMBURSIBLE EXPENSES:</b>		<b>\$20,000</b>
<b>MARK UP PERCENTAGE:</b>		<b>0%</b>
<b>ESTIMATED TOTAL EXPENSES:</b>		<b>\$20,000</b>
<b>TOTAL ESTIMATED NOT-TO EXCEED COST:</b>		<b>\$31,900</b>

BILL NO. 22-\_\_

ORDINANCE NO. 22-\_\_

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *CIRCLE FIBER OF CAPE GIRARDEAU, MISSOURI*, RELATIVE TO THE *TELEPHONE AND INTERNET SERVICES PROGRAM*; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.**

WHEREAS, the Mayor and Board of Aldermen have been presented a contract 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 **Circle Fiber 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: August 15, 2022.

SECOND READING: August 15, 2022.

PASSED AND APPROVED this 15th day of August, 2022, by a vote of \_ ayes, \_ nays, \_ abstentions and \_ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk





## Master Service Agreement

REPRESENTATIVE NAME: Beckie Tripp **AGREEMENT DATE:** 7/22/2022 **AGREEMENT TERM:** 7/22/2025  
 ACCOUNT #: (NEW) CIRCLE FIBER LEAD SOURCE: Embedded Base

*\*Contract term commences upon provider's completion of the installation and activation of all contracted services.*

### CUSTOMER INFORMATION

CUSTOMER NAME: City of Jackson ATTN: \_\_\_\_\_  
 BILLING ADDRESS: 101 Court St Jackson MO 63755  
STREET ADDRESS /SUITE CITY STATE ZIP  
 BILLING CONTACT: Evans, Joan PHONE: \_\_\_\_\_ CELL/PAGER: \_\_\_\_\_  
 \_\_\_\_\_ MAIN PHONE: 573-275-9540 FAX [Click here to enter text.](#)  
 ALT PHONE: \_\_\_\_\_  
 EMAIL ADDRESS: \_\_\_\_\_ **FEDERAL TAX ID #** \_\_\_\_\_  
 TAX EXEMPTION: ☐ FEDERAL ☒ STATE ☐ COUNTY ☐ CITY  
 IF TAX EXEMPT, A COPY OF TAX EXEMPTION CERTIFICATES MUST ACCOMPANY CONTRACT

### SERVICE SUMMARY

SITE NAME: City of Jackson  
 INSTALL ADDRESS: 101 Court St Jackson MO 63755  
STREET ADDRESS /SUITE CITY STATE ZIP  
 INSTALL CONTACT: Evans, Joan PHONE: 573-275-9540 CELL/PAGER: \_\_\_\_\_  
FIRST NAME LAST NAME  
 INITIAL LOCAL CARRIER: \_\_\_\_\_ SELECTED LOCAL CARRIER: \_\_\_\_\_  
 INITIAL INTRALATA CARRIER: \_\_\_\_\_ SELECTED INTRALATA CARRIER: \_\_\_\_\_  
 INITIAL LD CARRIER: \_\_\_\_\_ SELECTED LD CARRIER: \_\_\_\_\_  
 INITIAL INTERNET PROVIDER: \_\_\_\_\_ SELECTED INTERNET PROVIDER: \_\_\_\_\_

#### SPECIAL INSTRUCTIONS:

Contract for new Circle Fiber services. Lines that are staying copper are subject to pricing changes.

Customers Initials

## CIRCLE FIBER PRODUCTS/SERVICES ORDERED

 REQUESTED SERVICE INSTALLATION DATE: N/A on Renewal Services

DATE DAY

3 - YEAR TERM COMMITMENT Customers Initials

MONTHLY RECURRING CHARGES		MONTHLY	MONTHLY	MONTHLY
SERVICE DESCRIPTION		QTY	EACH	TOTAL
<b>800 Stoneyledge Jackson, MO 63755</b>				
Fiber 300		1	\$79.99	\$79.99
573-204-4252		1	\$19.99	\$19.99
Total:				\$99.98
<b>2230 Lee Avenue Jackson, MO 63755</b>				
Fiber 300		1	\$79.99	\$79.99
573-243-4290		1	\$19.99	\$19.99
573-243-6067		1	\$19.99	\$19.99
573-243-5433		1	\$19.99	\$19.99
Total:				\$139.96
<b>3239 E Jackson Blvd Jackson, MO 63755</b>				
573-243-8151 (Copper line)		1	\$52.76	\$52.76
Total:				\$52.76
<b>510 Sawyer Ln Jackson, MO 63755</b>				
Fiber 300		1	\$79.99	\$79.99
573-243-2333		1	\$19.99	\$19.99
Total:				\$99.98
<b>506 Sawyer Ln Jackson, MO 63755</b>				
Fiber 300		1	\$79.99	\$79.99
573-243-5595		1	\$19.99	\$19.99
573-243-5691		1	\$19.99	\$19.99
Total:				\$119.97
<b>435 S Farmington Jackson, MO 63755</b>				
Fiber 300		1	\$79.99	\$79.99
573-243-3504		1	\$19.99	\$19.99
573-243-3651		1	\$19.99	\$19.99
Total:				\$119.97
<b>1003 N High Jackson, MO 63755</b>				
Fiber 300		1	\$79.99	\$79.99
573-204-0241		1	\$19.99	\$19.99
573-243-8343		1	\$19.99	\$19.99
Total:				\$119.97

Customers Initials

<b>412 Florence Jackson, MO 63755</b>				
Fiber 300		1	\$79.99	\$79.99
573-243-7991		1	\$19.99	\$19.99
573-243-8280		1	\$19.99	\$19.99
Total:				\$119.97
<b>420 Florence Jackson, MO 63755</b>				
Fiber 300		1	\$79.99	\$79.99
573-204-4545		1	\$19.99	\$19.99
573-243-3536		1	\$19.99	\$19.99
573-243-8288		1	\$19.99	\$19.99
Total:				\$139.96
<b>504 Sawyer Ln Jackson, MO 63755</b>				
Fiber 300		1	\$79.99	\$79.99
573-243-6373		1	\$19.99	\$19.99
Total:				\$99.98
<b>525 S Hope Jackson, MO 63755</b>				
Fiber 300		1	\$79.99	\$79.99
573-243-1010		1	\$19.99	\$19.99
573-243-3535		1	\$19.99	\$19.99
573-243-5722		1	\$19.99	\$19.99
573-243-5740		1	\$19.99	\$19.99
573-243-8090		1	\$19.99	\$19.99
Total:				\$179.94
<b>101 Court Street Jackson, MO 63755</b>				
Fiber Gig		1	\$299.99	\$299.99
573-204-0618		1	\$19.99	\$19.99
573-204-7281		1	\$19.99	\$19.99
573-204-7834		1	\$19.99	\$19.99
573-204-8292		1	\$19.99	\$19.99
573-243-0575		1	\$19.99	\$19.99
573-243-2300		1	\$19.99	\$19.99
573-243-3071		1	\$19.99	\$19.99
573-243-3322		1	\$19.99	\$19.99
573-243-3560		1	\$19.99	\$19.99
573-243-3568		1	\$19.99	\$19.99
573-243-3569		1	\$19.99	\$19.99
573-243-3965		1	\$19.99	\$19.99
573-243-4404		1	\$19.99	\$19.99
573-243-4588		1	\$19.99	\$19.99
573-243-4782		1	\$19.99	\$19.99
573-243-5150		1	\$19.99	\$19.99
573-243-5480		1	\$19.99	\$19.99
573-243-8292		1	\$19.99	\$19.99
573-243-8596		1	\$19.99	\$19.99
573-243-8812		1	\$19.99	\$19.99

Customers Initials

Total:				\$699.79
2448 South Old Orchard Road Jackson, MO 63755				
Fiber 300		1	\$79.99	\$79.99
573-204-0606		1	\$19.99	\$19.99
573-243-3533		1	\$19.99	\$19.99
573-243-8440		1	\$19.99	\$19.99
Total:				\$139.96
424 Florence Jackson, MO 63755				
Fiber 300		1	\$79.99	\$79.99
573-204-0645		1	\$19.99	\$19.99
Total:				\$99.98
5093 Lexington Drive Jackson, MO 63755				
573-339-4505 (Copper line)		1	\$50.89	\$50.89
Total:				\$50.89
381 E Deerwood Drive Jackson, MO 63755				
Fiber 300		1	\$79.99	\$79.99
573-204-8848		1	\$19.99	\$19.99
573-243-5009		1	\$19.99	\$19.99
573-243-5015		1	\$19.99	\$19.99
573-243-5097		1	\$19.99	\$19.99
573-243-5099		1	\$19.99	\$19.99
573-243-5102		1	\$19.99	\$19.99
Total:				\$199.93
67 Jackson, MO 63755				
573-243-1903 (Copper line)		1	\$52.76	\$52.76
Total:				\$52.76
200 Route Y, Jackson, MO 63755				
573-243-5530 (Copper line)		1	\$33.21	\$33.21
Total:				\$33.21
Grand Total:				\$2,568.96

NON-RECURRING CHARGES				
SERVICE DESCRIPTION		QTY	EACH	TOTAL
Installation Fee		14	\$99.99	\$1,399.86

PER USE CHARGES				
-SERVICE DESCRIPTION		QTY	EACH	TOTAL

\_\_\_\_ Customers Initials


**Customer Authorization:**

Customer acknowledges and agrees that it assumes the responsibility for notifying its current carrier(s) that it has changed and/or disconnected its current carrier(s) services to avoid incurring future charges from its current carrier(s). The customer should consult Circle Fiber to assure that customer is aware which carrier(s) must notify based on the scope of services customer will receive from Circle Fiber. If customer adds or makes changes to services, the contract term for these services is coterminous with the length of the Customer’s original contract term.

**AGREED TO BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**CUSTOMER SIGNATURE:** \_\_\_\_\_ **PRINTED NAME:** \_\_\_\_\_

**ACCEPTED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
FOR CIRCLE FIBER (OFFICE USE ONLY)

**TITLE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **PRINTED NAME:** \_\_\_\_\_

\_\_\_\_\_ **Customers Initials**

**Circle Fiber will pass through any third-party charges incurred by Circle Fiber as a result of hosting the customer's DNS, including, but not limited to domain name, registration and renewal charges.**

**Circle Fiber Master Service Agreement Definitions:**

"Customer" refers to the entity on whose behalf this Agreement is being executed. "Circle Fiber" refers to the Circle Fiber subsidiary that operates in the state in which the customer obtains service. "Effective Date" is the date this Agreement is executed by Circle Fiber.

**Tariff Considerations:**

Depending on the Customer's choice of products and services, Customer may receive from Circle Fiber and its affiliates, regulated local, interstate, intrastate, and local toll telecommunications services provided pursuant to Circle Fiber tariffs and price lists and the terms and conditions contained therein (collectively the "Tariffs"). If the customer's choice of products and services includes detariffed services, this Agreement is subject to and incorporates by reference Circle Fiber's rates, rules, and regulations applicable to the services as provided to Customer or posted on Circle Fiber's website or, if such rates, rules, and regulations sections of the local Tariffs of the state in which the services are provided. If Customer's choice of products includes unregulated services, this Agreement is subject to and incorporates by reference the general rules and regulations of the local Tariffs of the state in which the services are provided. To the extent this contract differs from any terms and conditions in Circle Fiber's tariffs, the Tariffs control. Circle Fiber may modify its Tariffs from time to time in accordance with law. These modifications may affect service(s) furnished to Customer.

**900 Access:**

At Customer's request, Circle Fiber will permit Customer dial-up access to 900 service number provided by third-party vendors by removing the "blocking" that Circle Fiber typically applies to those services. If such a request is made by Customer, Customer shall be liable for all charges associated with 900 number services dialed from the customer premises, regardless of whether such use (1) is authorized by Customer management; (2) is initiated by Customer employees or third parties; or (3) constitutes or involves fraudulent activity of any nature. Customer agrees that Circle Fiber assumes no liability of any kind with respect to its providing access to 900 services, the use of 900 services, or the content or use of the information provided via 900 services, via connections from Customer premises and locations where Customer uses Circle Fiber service. Customer shall indemnify, defend and hold Circle Fiber harmless against any and all claims made by the third party vendor of 900 services or information services providers that subscribe to services provided by such third party providers of information services. Customer acknowledges that, pursuant to government regulation, failure to make proper payment to third party vendors of 900 services could result in suspension or failure to make proper payment to third party vendors of 900 services could result in suspension or interruption of long distance and/or local services provided by Circle Fiber. Circle Fiber assumes no liability of any kind with respect to such potential suspensions or interruptions.

**International Calling:**

At Customer's request, Circle Fiber will permit Customer access to international calling capabilities by removing the "blocking" that Circle Fiber typically applies to that service. If such a request is made by Customer, Customer shall be liable for all charges associated with all international calling charges dialed from the customer premises, calling card(s) and/or access numbers, regardless of whether such use (1) is authorized by Customer management; (2) is initiated by Customer employees or third parties; or (3) constitutes or involves fraudulent activity of any nature. Customer agrees that Circle Fiber assumes no liability of any kind with respect to its providing access to international calling or the use of international calling services via connections from Customer premises and locations where Customer uses Circle Fiber's service. Customer shall indemnify, defend and hold Circle Fiber's harmless against any and all claims made by any third party related to the use of international calling services. Customer acknowledges that, pursuant to government regulation, failure to make proper payment to third parties could result in suspension or interruption of long distance and/or local services provided by Circle Fiber. Circle Fiber assumes no liability of any kind with respect to such potential service suspensions or interruptions.

**Circle Fiber's Equipment:**

The equipment (Modem/Router) installed at the customer premise is the property of Circle Fiber and must be returned within thirty (30) days of service termination. If the equipment is not returned within this timeframe, Customer agrees to reimburse Circle Fiber for the full purchase price of the equipment as well as any attorney's fees and costs incurred by Circle Fiber related to Circle Fiber's retrieval of the equipment. Customer acknowledges and agrees that if Customer uses the router functionality of Circle Fiber's equipment, Customer shall pay a monthly router maintenance charge, except where Customer purchases Circle Fiber Bundled Services. If customer goes out of business or invokes the Business Assurance bankruptcy policy or otherwise falls within the Business Assurance provisions, customer is still responsible for lost, stolen, damaged or unreturned equipment as noted above.

**Service Order Terminations/Installation Delays:**

\_\_\_\_\_  
**Customers Initials**

Customer acknowledges and agrees that if Customer cancels this agreement prior to installation of services by Circle Fiber and Circle Fiber has incurred any costs in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs Circle Fiber has incurred shall apply and Customer agrees to pay Circle Fiber for those charges. This charge will not exceed the sum of the charges for the minimum period of service ordered, including installation charges. Customer also acknowledges and agrees that if Customer causes an installation delay of any of its services that lasts longer than thirty (30) days past the Customer's original installation due date and Circle Fiber has incurred charges from its vendors, Customer will pay all applicable monthly recurring charges for all Customer's services as if all services were installed on the thirty-first (31<sup>st</sup>) day past the original installation due date. Additionally, in the event installation delays occur for any reason, Circle Fiber shall not be responsible for charges imposed on Customer by Customer's previous service provider(s) and/or the difference between such charges and the charges that Circle Fiber would have imposed pursuant to this Agreement.

#### **Satisfaction Guarantee:**

If there is a material failure by Circle Fiber in the provision of the services to Customer (excluding billing issues) during the initial sixty (60) days following the first installation of the services ("Satisfaction Period"), and Circle Fiber fails to cure such material failure within ten (10) days of receipt of written notice of such failure from Customer, Customer may terminate this Agreement without incurring liquidated damages (as described below) by delivering written notice of such termination to Circle Fiber and making payment of any outstanding balance for services rendered by Circle Fiber to Customer through the date of the written notice of termination. Customer may not exercise this Satisfaction Period termination clause if a material failure by Circle Fiber in the provision of the services to Customer cannot reasonably be cured within ten (10) days if Circle Fiber begins to cure the failure within ten (10) days and continues actively and diligently in good faith to cure such failure. Customer's notice of a material service failure must be sent to

Circle Fiber

ATTN: Customer Care Department

24 S. Minnesota Street

Cape Girardeau, MO 63702

#### **Renewal:**

Either Circle Fiber or Customer may terminate this Agreement at the end of the initial term by providing not less than thirty (30) days written notice to the other party prior to the end of the initial term. If neither Circle Fiber nor Customer provides such written notice of termination at least thirty (30) days prior to the end of the initial term, this Agreement shall continue for an additional one-year period ("renewal term"). Thereafter, this Agreement shall continue to renew for additional one-year periods unless Circle Fiber or Customer provides written notice of termination at least thirty (30) days prior to the end of each renewal term.

Customer's notice of termination must be sent to:

Circle Fiber

24 S. Minnesota Street

Cape Girardeau, MO 63702

ATTN: Customer Care Department

#### **Termination & Business Assurance:**

Because Circle Fiber is relying upon Customer to complete the term of this Agreement, if Customer or its successor in interest or assignee elects to terminate any or all Services provided pursuant to this Agreement (or Services added by Customer later) prior to the expiration of the initial or renewal term, Circle Fiber will suffer damages. Therefore, in the event of early termination, except as noted below, Customer agrees to pay Circle Fiber, as liquidated damages and not as a penalty, an amount equal to the monthly recurring rate for the services cancelled multiplied by the number of months remaining in the initial or renewal term of the Service Agreement. Customer further agrees to pay Circle Fiber any applicable promotional and/or quantity pricing discounts the Customer received from Circle Fiber pursuant to this Agreement. Customer acknowledges that Circle Fiber does not provide services beyond specific service boundaries. If Customer moves beyond such boundaries, Customer may terminate the Services provided pursuant to this Agreement upon payment of a \$50 per line fee and upon a showing by Customer that Customer's reason for terminating Service is due to Customer's move exclusively (i.e., new lease, etc).

If a customer terminates all business operations due to economic failure or enters bankruptcy with intent to close business, we will waive any penalties associated with terminating the contract before its specified expiration date. **The customer is still responsible for any balance remaining for services provide prior to termination of all business operations.** Business termination would include the necessity to discontinue all services provided by Circle Fiber.

#### **Termination Liability:**

Termination liability for fiber optic services provided shall be determined as provided below. Termination liability shall be determined as of the effective date of the termination.

#### **Partial Cancellations:**

\_\_\_\_\_  
**Customers Initials**



Because Circle Fiber’s prices are conditioned on Customer’s continuing subscription to the services and quantities of services contained in the Agreement, Customer will revert to the higher pricing plans and promotional offers associated with the customer’s new set of services and the liquidated damages described in the “Renewal and Termination” section above will also apply. However, in the event Customer elects to cancel 25% or less of its voice and/or data lines, the liquidated damages described above will be waived by Circle Fiber if: (1) Customer does not have Circle Fiber’s full voice T-1 or ISDN-PRI services; (2) such cancellation does not result in Customer falling below five voice and/or data lines per T1 (for data lines, every 64k of Service is equal to one “line” (i.e. 384k is equal to 6 lines); (3) Customer is current in payment for all invoiced Circle Fiber services; and (4) Customer agrees to: (a) pay Circle Fiber \$50 for each cancelled line; (b) revert to the higher pricing plans and promotional offers associated with each line if such installation charges were waived when Customer’s services were initially installed; and (d) pay Circle Fiber any applicable promotional and/or quantity pricing discounts the Customer received from Circle Fiber pursuant to this Agreement.

**Miscellaneous:**

This Agreement shall be binding upon and inure to the benefit of Circle Fiber’s successors and/or assigns. This agreement is binding upon and inures to the benefit of Customer’s successors and/or assigns; however, Circle Fiber may determine whether such a successor or assign is acceptable by giving its written consent, which consent shall not be unreasonably withheld. This agreement together with the Tariffs constitutes the entire agreement between parties and supersedes any prior or contemporaneous proposals, discussions, or agreement, whether verbal or written concerning Circle Fiber offerings.

All amendments to this Agreement must be in writing and signed by the Customer and on behalf of Circle Fiber’s Legal Department. **Hand-written, typed or any other modifications of this Agreement, unless executed as described above, are strictly prohibited and will not be binding on Circle Fiber.** Service Agreement initial term is for one, two or three years (as selected above). If Customer adds lines during the course of this Agreement, Customer’s original Letter of Authorization provides Circle Fiber with authorization to add such lines and such authorization will be deemed to comport with federal and state unauthorized carrier change regulations, laws, administrative Orders and other legal guidelines. Charges for services in this Agreement do not include taxes, surcharges, and fees. Such taxes, surcharges, and fees are based on either the applicable Circle Fiber tariffs, as posted on Circle Fiber’s Website, and/or the state, local and federal taxes, fees and surcharges imposed by the jurisdiction in which the Customer is receiving services. In the event of a dispute of litigation the choice of venue is the Circuit Court of Cape Girardeau County Missouri.

**AGREED TO BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**CUSTOMER SIGNATURE:** \_\_\_\_\_ **PRINTED NAME:** \_\_\_\_\_

**ACCEPTED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

FOR CIRCLE FIBER (OFFICE USE ONLY)

**TITLE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **PRINTED NAME:** \_\_\_\_\_

\_\_\_\_\_  
**Customers Initials**

BILL NO. 22-\_\_

ORDINANCE NO. 22-\_\_

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A MUTUAL SETTLEMENT AND RELEASE AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *JOSEPH EHINGER OF JACKSON, MISSOURI*, RELATIVE TO A *CLAIM FOR PROPERTY DAMAGE ALLEGEDLY RESULTING FROM THE DISCONNECTION OF ELECTRICAL SERVICES*; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.**

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

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

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

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

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

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

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: August 15, 2022.

SECOND READING: August 15, 2022.

PASSED AND APPROVED this 15th day of August, 2022, by a vote of \_ ayes, \_ nays, \_ abstentions and \_ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

## **SETTLEMENT AND RELEASE AGREEMENT**

THIS SETTLEMENT AND RELEASE AGREEMENT (“Agreement”) is made and entered into by and between Joseph Ehinger (“Plaintiff”), City of Jackson, Missouri (“Jackson”) and Redson Group, LLC d/b/a Executive Property Management (“Redson”). All parties to this Agreement are referred to collectively as the “Parties”.

WHEREAS, Plaintiff is the former owner of the property located at 2798 Mansfield Place, Jackson, MO 63755 (the “Property”); and

WHEREAS, Plaintiff alleges the Property sustained damaged after a rain storm that Plaintiff and his insurer, State Farm, paid for; and

WHEREAS, the Parties are currently engaged in a lawsuit over alleged damage to the Property in the Circuit Court of Cape Girardeau County, Missouri styled *Ehinger v. Executive Property Management, LLC, et al.*, Case No. 21CG-CC00199 (the “Lawsuit”), wherein Plaintiff has alleged that Jackson and/or Redson are liable to compensate Plaintiff for such damage; and

WHEREAS, the Parties desire to fully and finally compromise, resolve and settle the Lawsuit;

NOW THEREFORE, in consideration of the foregoing recitations and the mutual and reciprocal promises contained herein, the Parties hereby agree to a full and complete settlement and release as follows:

1. **RECITALS.** The recitals above are made a full part of this Agreement.
2. **PAYMENT.** Within 30 days after the Parties sign this Agreement, Jackson and Redson agree to pay Plaintiff the sum of \$12,500.00, made out to "McMahon Hill, LLC/Claim No. 25-09S6-44N” and to be paid as follows:
  - a. \$6,250.00 paid by Jackson; and
  - b. \$6,250.00 paid by Redson; and

3. **DISMISSAL WITH PREJUDICE.** Within 10 days after receipt of the \$12,500.00 payment, Plaintiff shall dismiss the Lawsuit with prejudice.

4. **ATTORNEYS' FEES AND COSTS.** Each party shall be responsible for their respective attorney's fees and costs incurred in this matter.

5. **RELEASES.** Plaintiff for himself, his heirs, insurers, legal representatives, business entities, administrators, successors, assigns, trustees, agents, servants, attorneys, attorneys-in-fact, and anyone claiming by, through or under any of them, does hereby waive his right to sue and COMPLETELY RELEASES AND FOREVER DISCHARGES Jackson, Redson, and each of their heirs, legal representatives, business entities, administrators, successors, assigns, trustees, agents, servants, attorneys, attorneys'-in-fact, officers, elected officials, insurers or participating risk pools (including but not limited to Missouri Intergovernmental Risk Management Association), directors, owners, employees and any and all of them, of and from any manner of liabilities, actions, suits, debts, judgments, claims, decisions, controversies, demands and damages whatsoever, in law or in equity, which Plaintiff has ever had, now has, or may hereinafter have, arising or accruing from the beginning of time to the date of this Agreement, whether known or unknown, including all claims which were raised or could have been raised in the Lawsuit. For the avoidance of doubt, Plaintiff acknowledges that the Lawsuit includes but is not limited to a subrogation claim by State Farm, and by entering this Agreement, Plaintiff acknowledges the settlement and release of any and all claims by him personally, or by any insurer by or through him, including but not limited to State Farm.

Likewise, in consideration of the promises and forbearances made herein, Jackson and Redson mutually release each other (as well as any and all related or associated persons or entities as described in greater detail in this paragraph) from any claims that may have

existed or may have been raised against each other in the Lawsuit or as pertain in any way to the claims made or issues raised in the Lawsuit with respect to the Property.

6. **DENIAL OF LIABILITY.** It is expressly agreed by and between the Parties that the payment made herein is made solely for the purpose of terminating once and for all the Lawsuit as well as any other disputes or claims which any party may have against any other party arising from any facts now known or unknown. Jackson and Redson expressly deny any liability in the Lawsuit.

7. **ENTIRE AGREEMENT.** This Agreement sets forth all of the promises, agreements, conditions and understandings among the parties concerning the matters set forth herein. There are no oral agreements or understandings among the parties hereto affecting this Agreement. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the Parties unless reduced to writing and signed by them.

8. **ASSIGNMENT.** Plaintiff acknowledges and warrants that he has not at any time heretofore assigned to any other person or entity all or any portion of any claim or potential claim whatsoever.

9. **COUNTERPARTS.** The Parties acknowledge and agree that this Agreement may be executed in multiple counterparts, each of which bearing an original, photocopy, facsimile, or scanned signature shall be as fully effective as an original, but which together shall constitute only one agreement.

10. **GOVERNING LAW.** This Agreement and any controversy or claims arising out of or relating to this Agreement shall be governed by the laws of the State of Missouri. In the event of any litigation arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees and litigation costs from the non-prevailing party.

11. **SEVERABILITY.** To the extent that any provision of this Agreement shall be deemed invalid, the Parties agree that the remainder of this Agreement shall remain in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

  
 \_\_\_\_\_  
 Joseph Ehinger

Date: 08.08.2022

REDSON GROUP, LLC D/B/A EXECUTIVE PROPERTY MANAGEMENT

\_\_\_\_\_  
 By: Jeremy Ferguson

Date: \_\_\_\_\_

CITY OF JACKSON, MISSOURI

\_\_\_\_\_

Date: \_\_\_\_\_

By: Dwain Hahs  
 Mayor, City of Jackson, Missouri

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

By: Liza Walker  
 City Clerk

BILL NO. 22-\_\_

ORDINANCE NO. 22-\_\_

**AN ORDINANCE ESTABLISHING THE AMOUNT OF MONEY NECESSARY TO BE RAISED BY TAXATION FOR GENERAL REVENUE, PARK FUND, CEMETERY FUND, AND BAND FUND DURING THE ENSUING FISCAL YEAR; FIXING THE ANNUAL RATE OF LEVY THEREFOR; AND STATING WHEN THIS ORDINANCE SHALL TAKE EFFECT.**

WHEREAS, in accordance with Missouri Statutes as made and provided, the City is empowered to establish taxation for purposes upon the assessed valuation of the City for general revenue purposes, for parks & recreation fund, for cemetery maintenance, and for band fund; and

WHEREAS, in accordance with said statutory authorization, the City must establish rates after holding a public hearing for the current tax year of 2022; and

WHEREAS, the City has held a public hearing as required by statute.

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

Section 1. That the amount of money necessary to be raised by taxation during the ensuing fiscal year on the assessed valuation of all properties situated in the City of Jackson, Missouri, for general revenue purposes is One Million Seven Hundred Ninety-Seven Thousand Three Hundred Eighty-One Dollars (\$1,797,381.00); for cemetery purposes is Two Hundred Thirty-Two Thousand Three Hundred Nine Dollars (\$232,309.00); for city parks & recreation is Three Hundred Seventy-Six Thousand Nine Hundred Seventy-Eight Dollars (\$376,978.00); and for band fund is Two Hundred Thirty-Two Thousand Three Hundred Nine Dollars (\$232,309.00).

Section 2. That the total assessed valuation of all property in the City, as shown by a certified abstract transmitted to the Board of Aldermen of the City of Jackson by the County Clerk of Cape Girardeau County, Missouri is Two Hundred Seventy-Nine Million Two Hundred Twenty-Seven Thousand Three Hundred Twenty-Four Dollars (\$279,227,324.00).



Section 3. That the Board of Aldermen of the City hereby establishes the rate of levy for general revenue purposes at Sixty-Four and Thirty-Seven Hundredths Cents (\$0.6437) on each One Hundred Dollars (\$100.00) assessed valuation on all property situated in the City of Jackson, Missouri.

Section 4. That the Board of Aldermen of the City hereby establishes the rate of levy for cemetery fund purposes at Eight and Thirty-Two Hundredths Cents (\$0.0832) on each One Hundred Dollars (\$100.00) assessed valuation on all property situated in the City of Jackson, Missouri.

Section 5. That the Board of Aldermen of the City hereby establishes the rate of levy for park fund purposes at Thirteen and Fifty Hundredths Cents (\$0.1350) on each One Hundred Dollars (\$100.00) assessed valuation on all property situated in the City of Jackson, Missouri.

Section 6. That the Board of Aldermen of the City hereby establishes the rate of levy for band fund purposes at Eight and Thirty-Two Hundredths Cents (\$0.0832) on each One Hundred Dollars (\$100.00) assessed valuation on all property situated in the City of Jackson, Missouri.

Section 7. 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 8. That this ordinance shall take effect and be in force from and after its passage and approval.

FIRST READING: August 15, 2022.

SECOND READING: August 15, 2022.

PASSED AND APPROVED this 15th day of August, 2022, by a vote of \_ ayes, \_ nays, \_ abstentions and \_ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk



# Office of the Cape Girardeau County Clerk

**Kara Clark Summers**

1 Barton Square, Suite 301

Jackson, MO 63755

Phone # 573-243-3547 Fax # 573-204-2418

## Notice of 2022 Aggregate Assessed Valuation

As required by Section 137.245.3, RSMo, I, Kara Clark Summers, County Clerk of Cape Girardeau County, State of Missouri, do hereby certify the foregoing to be a true and correct Aggregate Assessed Valuation of said Political Subdivision, in said County, for the 2022 Tax Year as certified by the County Assessor.

The figures include Railroad and Utility Valuations as reported by the State Tax Commission.

		<u><b>City of Jackson</b></u>		
<b>REAL ESTATE :</b>		<b>JUNE</b>	<b>After B O E</b>	
<i>Assessor's List</i>				<b>T I F</b>
	Agriculture	312,370	312,370	5,040
	Residential	150,589,300	150,589,930	6,300
	Commercial	53,790,040	53,949,380	0
	<b>Sub-total</b>	<b>204,691,710</b>	<b>204,851,680</b>	<b>11,340</b>
<i>RR/Utility</i>	<i>(Local)</i>			
	Operating Property	14,783	14,783	
	Non-operating	0	0	
	<i>(State) Commercial</i>	383,717	383,717	
<b>GRAND TOTAL Real Estate</b>		<b>205,090,210</b>	<b>205,250,180</b>	
<b>PERSONAL PROPERTY:</b>				
<i>Assessor's List</i>		72,135,138	73,785,386	
<i>RR/Utility</i>	<i>(Local)</i>	28,232	28,232	
	<i>(State)</i>	174,866	174,866	
<b>GRAND TOTAL Personal Property</b>		<b>72,338,236</b>	<b>73,988,484</b>	
<b>ASSESSED VALUATION TOTAL</b>		<b>277,428,446</b>	<b>279,238,664</b>	
<b>ASSESSED VALUATION MINUS TIF</b>		<b>277,417,106</b>	<b>279,227,324</b>	

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the County Commission of Cape Girardeau County this 5th day of August 2022.

*Kara Clark Summers*

Kara Clark Summers, County Clerk



**NEW CONSTRUCTION:**

**34,200,650**

**34,401,720**

This information is transmitted to assist you in complying with section 67.110, RSMO, which requires that notice be given and public hearings held before tax rates are set.

Document prepared by Kathy A Friedrich, Deputy Clerk



## PUBLIC WORKS MEMORANDUM

# City of Jackson

TO: Mayor and Board of Aldermen

CC: Jim Roach, City Administrator

FROM: Anna Bergmark, City Engineer

DATE: July 27, 2022

RE: Task Order Request for the Replacement of Restroom #1

Attached to this memo is a proposal from Koehler Engineering for professional services for the replacement of Restroom #1 located at the Northwest corner of Union Street and Oak Street. The services include survey, site design with a prefabricated building, and inspection services. The proposed cost for these services are \$15,500.00. I recommend the issuance of Task Order for the proposed work.



## KOEHLER ENGINEERING & LAND SURVEYING, INC.

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

July 27, 2022

Ms. Anna Bergmark, PE  
City Engineer  
City of Jackson, Missouri  
101 Court Street  
Jackson, Missouri 63755  
Via email @ [abergmark@jacksonmo.org](mailto:abergmark@jacksonmo.org)

### **RE: Restrooms on Union Street for Jackson Park**

Ms. Bergmark,

I wish to thank you and the City of Jackson for the opportunity to provide this proposal for professional services for the new restrooms in the City Park. This project will be generally in the same location as the existing bathroom structure, but will involve replacing the present structure utilizing a pre-fab structure with related requirements. The site lies within the current 100-year floodplain, therefore some fill and grading will be required, and the walks will have to be realigned to reach the higher elevation while maintaining ADA slopes.

Per our discussions in our meeting last week, we will provide the following services:

Prepare a site design for the new bathroom with a pre-fabricated restroom all under our seal, utilizing a pre-fabricated restroom similar to the CXT Taos Structure indicated below, including walkways and site grading. Lighting will be furnished on the building, and electric will be brought to a transformer location by the City of Jackson. A meter will be set on the building or on a separate base at the transformer, depending on the requirements of the city of Jackson.



**Figure 1: Existing Restroom (to be replaced)**



**Figure 2: New Restroom Example**

After the project is bid and a contract awarded, we will provide construction administration services, including the following:

- Conduct pre-construction meeting with the selected contractor
- Provide on-site review, project inspections, and materials testing / reporting



- Attend / oversee progress meetings
- Review and respond to all submittals
- Review and approve payment applications
- Conduct semi-final punchlist walkthrough / distribution
- Conduct final punchlist walkthrough
- Recommendation of Acceptance / Warranty Review

The cost for these services would be as follows:

1) Site Survey / Base Data:	\$1,500.00
2) Civil Engineering and Building Plan Preparation:	\$7,000.00
3) Bidding Services:	\$1,000.00
4) Construction Administration and Inspection:	\$6,000.00
Total:	\$15,500.00

Schedule for this work will be coordinated with your staff to provide acceptable delivery and schedules in accordance with City expectations.

Thank you for the opportunity to provide this proposal to the City of Jackson for this project. If you need any further information, have any questions, or I can be of any further assistance in any capacity, please contact me at your earliest convenience.

Best Regards,

KOEHLER ENGINEERING &  
LAND SURVEYING, INC.

A handwritten signature in blue ink, appearing to read 'Chris Koehler', with a large, stylized initial 'C'.

Chris Koehler, PE, PLS

### Proposed Schedule of Deliverables for the Restroom No. 1 on North Union Avenue

The following dates are based on a Notice to Proceed of August 16, 2022. Should that date change, the other dates will be adjusted accordingly.

Notice To Proceed: 8/16/22

Begin Work: 8/17/22

Survey Complete: 9/06/22

50% design Submission: 9/20/22

100% design, Building Permit, and Floodplain Development Permit Submission: 10/04/22

Present to Park Board: 10/10/22

Present to Mayor and Board in Study Session as part of Park Board Report: 10/17/22

Advertise for bid: 10/26/22

Open Bids: 11/15/22

Present Bid Tabulations at Study Session: 11/21/22

Award: 12/05/22

Construction: Estimated 3 months, but must be coordinated with delivery of building.





# City of Jackson

## CHANGE ORDER

Fronabarger Concreters, Inc.

1

Name of Contractor

Change Order No.

3290 State Highway E

Oak Ridge, MO 63769

Contractor Address

City/State/Zip

2022 Concrete Pavement Improvement Program

8/10/2022

Project Name

Date

Description: ☒ See Attachments

Due to coordinating street closures with the waterline project (Phase 2, Project 2C), the contractor is requesting an extension of the contract time. The request is to move the final completion date from August 22, 2022 to September 22, 2022. Work remaining on Main Street is being prioritized to ensure completion prior to the start of school on August 22, 2022.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$ 304,290.00	Original Contract End Date: August 22, 2022
Previous Change Orders: \$ 0.00	Net Change from Previous Change Orders: 0
Contract Price prior to this Change Order: \$ 304,290.00	Contract End Date prior to this Change Order: August 22, 2022
Net Increase (Decrease) of this Change Order: \$ 0.00	Net Increase (Decrease) of this Change Order: 31
Contract Price with all approved Change Orders: \$ 304,290.00	Contract End Date with all approve Change Orders: September 22, 2022

Recommended By:

*Anna Bergmark*

City Engineer, Anna Bergmark, PE.

8/10/2022

Date

Authorized By:

Mayor, City of Jackson

Date

Accepted By:

*Don M. Muth*

Contractor Auth. Representative

8/11/22

Date



Fronabarger Concreters, Inc.  
3290 State Hwy E  
Oak Ridge, MO 63769



August 8, 2022

Anna Bergmark  
City Engineer  
City of Jackson  
101 Court Street  
Jackson, MO 63755

RE: 2022 Concrete Pavement Improvement Program

Mrs. Bergmark:

On the above referenced project, the notice to proceed was dated May 25, 2022, with a completion date of August 22, 2022. In an effort to coordinate with the waterline replacement project road closure work did not start on the street patching program until June 27, 2022. We are requesting that June 27<sup>th</sup> be considered our first day of work on the street patch program. Utilizing the same number of days as what is in the contract would put the completion date on September 22, 2022. Thank you for considering this request.

Please call with any questions or comments.

Thank You:

A handwritten signature in blue ink, appearing to read "David McMullin", written in a cursive style.

David McMullin  
President

BILL NO. 22-\_\_

ORDINANCE NO. 22-\_\_

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A MUTUAL SETTLEMENT AND RELEASE AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *SHARON SARNO OF JACKSON, MISSOURI*, RELATIVE TO THE *MCKENDREE HILLS SANITARY SEWER DISTRICT 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 mutual settlement and release agreement marked Exhibit A and attached hereto and incorporated herein as if fully set forth; and

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

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

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

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

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

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: August 15, 2022.

SECOND READING: August 15, 2022.

PASSED AND APPROVED this 15th day of August, 2022, by a vote of \_ ayes, \_ nays, \_ abstentions and \_ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

IN THE CIRCUIT COURT OF CAPE GIRARDEAU COUNTY, MISSOURI  
ASSOCIATE DIVISION

CITY OF JACKSON, MISSOURI,	)	
A Municipal Corporation,	)	
	)	
Plaintiff,	)	
	)	
Vs.	)	Case No.: 22CG-AC00563
	)	
SHARON SARNO,	)	
	)	
Defendant.	)	

**MUTUAL SETTLEMENT AND RELEASE AGREEMENT**

This Agreement is entered into by and between the City of Jackson, Missouri, (“City”) and Sharon Sarno (“Sarno”) this \_\_\_\_\_ day of August, 2022.

**RECITALS**

- A. The City filed a one count Petition against Sarno in the Circuit Court of Cape Girardeau County, Missouri, case number: 22CG-AC00563.
- B. The parties hereto desire to fully and completely resolve all claims.

**AGREEMENT**

- 1. The City agrees to dismiss with prejudice the petition against Sarno and to file a Satisfaction of Judgment.
- 2. Sarno agrees to pay, and contemporaneously does pay, to the City in full and final settlement and satisfaction of the aforesaid claim and any and all other claims of the City against Sarno, the sum of Two Thousand Dollars (\$2,000.00), the receipt of which is evidenced by the execution of this Settlement and Release Agreement, and is acknowledged herein by the parties.

3. Each of the parties hereto does hereby release and forever discharge each other party, its parent, subsidiary and related corporations, and all officers, directors, shareholders, agents, representatives and employees thereof, its predecessors, successors, heirs, assigns, and all person acting by, through or under them, or any of them, from any and all manner of action or actions, causes of action or actions in law or equity, suits, debts, liens, contracts, agreements, promises, liabilities, claims, demands, damages, loss, costs or expenses, of any nature whatsoever, known or unknown, fixed or contingent, which any party may have, or may hereafter have, against any other party by reason of any happening, matter, cause or thing occurring prior to the date hereof, including, without restricting the generality of the foregoing, any and all claims, demands, controversies, actions, causes of action, obligations and liabilities of any nature whatsoever which the parties shall have, or may have, by reason of any act, cause, matter of thing whatsoever stated, claimed or alleged in any of the pleadings, records or other papers on file with the Circuit Clerk's office for the Circuit Court of Cape Girardeau County, Missouri.

4. Each party agrees to perform any further acts and execute any documents which may be reasonably necessary to carry out the provisions of this Agreement.

5. This Agreement contains the entire agreement of the parties and can be altered, amended, or modified only by written instrument executed by both parties. This Agreement sets forth the entire agreement between the parties and no custom, act, forbearance, or words or silence at any time, gratuitous or otherwise, shall impose any additional obligation or liability upon either party or waive or release either party from any default or the performance or fulfillment of any obligation or liability or operate as against

either party as a supplement, alteration, amendment, or change of any terms or provisions set forth herein unless set forth in a written instrument duly executed by such party. The failure of either party to exercise any rights or remedies shall not release the other party from its obligations hereunder.

6. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

7. 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.

8. 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.

9. 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 Agreement as of the  
day and year first above written.

CITY:

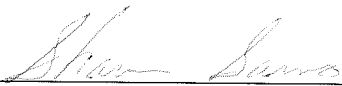
CITY OF JACKSON, MISSOURI

\_\_\_\_\_  
Dwain Hahs, Mayor

ATTEST:

\_\_\_\_\_  
Liza Walker, City Clerk

Sharon Sarno:

  
\_\_\_\_\_  
Sharon Sarno

BILL NO. \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING CHAPTER 39 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSOURI, BY ADDING ADDITIONAL VEHICLE DEFINITIONS TO ARTICLE V RELATIVE TO VEHICLES PROHIBITED; AND REPEALING ALL ORDINANCES IN CONFLICT THEREWITH.

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

Section 1. That Chapter 39 of the Code of Ordinances of the City of Jackson, Missouri, is hereby amended by adding Article V to read as follows:

**“ARTICLE V. VEHICLES PROHIBITED**

**Sec. 39-500. Definitions.**

“Recreational off-highway vehicle” means any motorized vehicle manufactured and used exclusively for off-highway use which is more than fifty (50) inches but no more than eighty (80) inches in width, measured from outside of tire rim to outside of tire rim, with an unladen dry weight of three thousand five hundred (3,500) pounds or less, traveling on four (4) or more nonhighway tires and which may have access to ATV trails.

“Utility vehicle” means any motorized vehicle manufactured and used exclusively for off-highway use which is more than fifty (50) inches but no more than eighty (80) inches in width, measured from outside of tire rim to outside of tire rim, with an unladen dry weight of three thousand five hundred (3,500) pounds or less, traveling on four (4) or six (6) wheels, to be used primarily for landscaping, lawn care, or maintenance purposes.

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

Section 3. If any section, subsection, sentence, clause, phrase or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion



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

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

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

FIRST READING: \_\_\_\_\_.

SECOND READING: \_\_\_\_\_.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by a vote of \_\_\_\_\_ ayes, \_\_\_\_\_ nays, \_\_\_\_\_ abstentions and \_\_\_\_\_ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

BY: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

BILL NO. \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING CHAPTER 39 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSOURI, BY ADDING THERETO ARTICLE V RELATIVE TO VEHICLES PROHIBITED; AND REPEALING ALL ORDINANCES IN CONFLICT THEREWITH.

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

Section 1. That Chapter 39 of the Code of Ordinances of the City of Jackson, Missouri, is hereby amended by adding Article V to read as follows:

**“ARTICLE V. VEHICLES PROHIBITED**

**Sec. 39-501. Prohibition.**

No person shall ride on or operate a “motorized play vehicle,” an “all-terrain vehicle,” a “golf cart,” a “recreational off-highway vehicle,” or a “utility vehicle” upon any street, highway, roadway, or sidewalk within the city or within the boundaries of any city park. It is provided, however, that golf carts may cross city streets solely for the purpose of getting from one section of a golf course to another. This section does not apply to vehicles operated by the city or vehicles operated at specific events authorized by the city or vehicles operated by individuals for debris removal or snow removal. In the event that this section is violated by a juvenile, then the vehicle shall be confiscated by the city and held until the transportation and storage fees are paid by the adult owner of the vehicle.

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

Section 3. If any section, subsection, sentence, clause, phrase or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

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

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

FIRST READING: \_\_\_\_\_.

SECOND READING: \_\_\_\_\_.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by a vote of \_\_\_\_\_ ayes, \_\_\_\_\_ nays, \_\_\_\_\_ abstentions and \_\_\_\_\_ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

BY: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk