



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Tuesday, February 20, 2024 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

AGENDA

CALL TO ORDER

INTRODUCTION OF GUESTS/VISITORS

ADOPTION OF AGENDA

1. Motion adopting the Regular Meeting Agenda.

APPROVAL OF MINUTES

2. Motion approving the Minutes of the Regular Meeting of February 5, 2024.

FINANCIAL AFFAIRS

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

ACTION ITEMS

Power, Light, and Water Committee

6. Motion approving an Addendum to the Contract Agreement with C.P.U., Inc., of Cape Girardeau, Missouri, relative to a time extension for the Network Server and Related Services Project.
7. Motion accepting the proposal of Premium Mechanical and Automation, Inc., of Jackson, Missouri, relative to providing services under the City Hall Facility Maintenance Program.
8. Bill proposing an Ordinance authorizing a contractual agreement with Premium Mechanical and Automation, Inc., relative to the City Hall Facility Maintenance Program.
9. Motion accepting the proposal from GWorks, LLC, of Omaha, Nebraska, relative to providing products and services under the Software Upgrade Project.
10. Bill proposing an Ordinance authorizing a contractual agreement with GWorks, LLC, relative to providing products and services under the Software Upgrade Project.
11. Bill proposing an Ordinance approving a Memorandum of Understanding with the County of Cape Girardeau, Missouri, relative to the Aerial Photography Project.

Street, Sewer, and Cemetery Committee

12. Motion setting a public hearing for Monday, March 18, 2024, at 6:00 p.m., relative to a Special Use Permit request for a temporary mobile office unit and sleeping quarters in a C-3 (Central Business) District at Fire Station No. 1, located at 525 South Hope Street, as submitted by the City of Jackson, Missouri.
- [13.](#) Bill proposing an Ordinance authorizing an Annexation Agreement with Trussworks Realty Missouri, LLC, relative to the development of Stroder's Industrial Park Subdivision.
- [14.](#) Resolution accepting a voluntary annexation petition for 12 acres of property located in Stroder's Industrial Park Subdivision, and setting a public hearing for Monday, March 18, 2024, at 6:00 p.m., as submitted by Trussworks Realty Missouri, LLC.
15. Motion setting a public hearing for Tuesday, March 18, 2024, at 6:00 p.m., relative to the rezoning of Stroder's Industrial Park Subdivision from R-1 (Single-Family Residential) District and R-2 (Single-Family Residential) District to C-2 (General Commercial) District, as submitted by Trussworks Realty Missouri, LLC.
- [16.](#) Bill proposing an Ordinance approving an amendment to Chapter 3 (Administration) of City Code, relative to purchasing procedure.

NON-AGENDA CITIZEN INPUT

INFORMATION ITEMS

17. Report by Mayor
18. Reports by Board Members
19. Report by City Attorney
20. Report by City Administrator
21. Discussion of future agenda items

EXECUTIVE SESSION

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

ADJOURN

Posted on 02/16/2024 at 4:00 PM.



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Monday, February 5, 2024 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

The Board of Aldermen met in the Regular Session with Mayor Dwain L. Hahs in the chair and the following Board Members present: Joe Bob Baker, Mike Seabaugh, Paul Sander, David Hitt, Shana Williams, David Reiminger, Katy Liley, and Wanda Young. Present-8; Absent-0.

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

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

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

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.

Mayor Dwain L. Hahs to Present)
Commission of Office to Angela Birk)

Now comes forth Mayor Dwain L. Hahs to present the Commission of Office to Angela Birk as City Clerk/Treasurer. The City Clerk/Treasurer assumes the role as signer with banking services and investments for the City of Jackson.

Motion to Approve the Minutes of the)
January 16, 2024, Regular Board)
Meeting)

Motion made by Alderwoman Liley, seconded by Alderman Hitt, to approve the minutes of the preceding Regular Board Meeting of Tuesday, January 16, 2024. Ayes-8; Nays-0; Absent-0.

Motion to Approve Bills of February,)
2024)

Now is presented the Semimonthly Bills Report, in the various funds for the month of February, 2024. Motion made by Alderman Hitt, seconded by Alderwoman Young, to approve the Semimonthly Bills in the various funds for February, 2024. Ayes-8; Nays-0; Absent-0.

Motion to Amend the 2023 City of)
Jackson Annual Budget, relative to)
Funds Exceeding their 2023)
Appropriations)

Motion made by Alderman Reiminger, seconded by Alderman Seabaugh, to amend the 2023 City of Jackson Annual Budget, relative to funds exceeding their 2023 appropriations. Ayes-8; Nays-0; Absent-0.

Ordinance No. 24-06 Re: To Amend the)
2024 City of Jackson Annual Budget)

The matter of amending the 2024 City of Jackson Annual Budget, came on for consideration. Alderman Reiminger introduced Bill No. 24-06, being for an ordinance entitled as follows:

**AN ORDINANCE APPROVING AMENDMENTS TO THE 2024 BUDGET AS
ORIGINALLY APPROVED ON THE 18TH DAY OF DECEMBER, 2023, BY**



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**REVISING, CONFIRMING, AND UPDATING END OF YEAR BALANCES;
CONFIRMING BUDGETARY EXPENDITURES; AND REPEALING ORDINANCE
IN CONFLICT HEREWITH.**

Motion made by Alderman Reiminger, seconded by Alderwoman Williams, Bill No. 24-06 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 Alderwoman Williams, Bill No. 24-06 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed and the Bill was then duly numbered Ordinance No. 24-06 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderwoman Williams-aye; Alderman Baker-aye; Alderwoman Young-aye; Alderman Hitt-aye; Alderman Reiminger-aye; Alderman Seabaugh-aye; Alderman Sander-aye; and Alderwoman Liley-aye.

BILL NO. 24-06

ORDINANCE NO. 24-06

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

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

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

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

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

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

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



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

FIRST READING: February 5, 2024.

SECOND READING: February 5, 2024.

PASSED AND APPROVED this 5th day of February, 2024, by a vote of 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 an Increase in)
Expenditures under Amendment No. 6)
to Task Order Authorization No. 19-04)
to Horner & Shifrin, Inc., of St. Louis,)
Missouri, relative to providing additional)
Engineering Services under the Water)
System Facility Plan Implementation)
Program, Phase 2 – Project 2D)

Motion made by Alderman Reiminger, seconded by Alderman Sander, to approve an increase in expenditures, in the amount of \$7,800.00, under Amendment No. 6 to Task Order Authorization No. 6 to Task Order Authorization No. 19-04, to Horner & Shifrin, Inc., of St. Louis, Missouri, relative to providing additional engineering services under the Water System Facility Plan Implementation Program, Phase 2 – Project 2D (Water Plant). Ayes-8; Nays-0; Absent-0.

Motion to Accept the Bid of Schulte)
Supply, Inc., of Saint Peters, Missouri,)
and to Authorize the Purchase of)
Materials for the South Hope Street)
Water Main Relocation Project)

Motion made by Alderman Reiminger, seconded by Alderman Seabaugh, to accept the bid of Schulte Supply, Inc., of Saint Peters, Missouri, in the amount of \$36,784.64, and to authorize the purchase of materials for the South Hope Street Water Main Relocation Project. Ayes-8; Nays-0; Absent-0.

Ordinance No. 24-07 Re: To Authorize a)
Contractual Agreement with the)
Missouri Public Utility Alliance, relative)
to a Mutual Aid Agreement)

The matter of authorizing a contractual agreement with the Missouri Public Utility Alliance, relative to a Mutual Aid Agreement, came on for consideration. Alderman Reiminger introduced Bill No. 24-07, being for an ordinance entitled as follows:



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AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI AND MISSOURI PUBLIC UTILITY ALLIANCE RELATIVE TO THE MUTUAL AID AGREEMENT; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

Motion made by Alderman Reiminger, seconded by Alderwoman Williams, Bill No. 24-07 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 Alderwoman Williams, Bill No. 24-07 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed and the Bill was then duly numbered Ordinance No. 24-07 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Sander-aye; Alderwoman Williams-aye; Alderman Baker-aye; Alderwoman Young-aye; Alderman Hitt-aye; Alderman Reiminger-aye; Alderman Seabaugh-aye; and Alderwoman Liley-aye.

BILL NO. 24-07

ORDINANCE NO. 24-07

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI AND MISSOURI PUBLIC UTILITY ALLIANCE RELATIVE TO THE MUTUAL AID AGREEMENT; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

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

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

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

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

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

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



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

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

FIRST READING: February 5, 2024.

SECOND READING: February 5, 2024.

PASSED AND APPROVED this 5th day of February, 2024, 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 Todt)
Roofing & Construction, Inc., of Cape)
Girardeau, Missouri, relative to the)
Brookside Park Roofing Replacement)
Project)

Motion made by Alderwoman Liley, seconded by Alderman Baker, to accept the bid of Todt Roofing & Construction, Inc., of Cape Girardeau, Missouri, in the amount of \$8,800.00, relative to the Brookside Park Roofing Replacement Project. Ayes-8; Nays-0; Absent-0.

Ordinance No. 24-08 Re: To Authorize a)
Contractual Agreement with Todt)
Roofing & Construction, Inc., of Cape)
Girardeau, Missouri, relative to the)
Brookside Park Roofing Replacement)
Project)

The matter of authorizing a contractual agreement with Todt Roofing & Construction, Inc., of Cape Girardeau, Missouri, relative to the Brookside Park Roofing Replacement Project, came on for consideration. Alderwoman Liley introduced Bill No. 24-08, being for an ordinance entitled as follows:

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *TODT ROOFING & CONSTRUCTION, INC., OF CAPE GIRARDEAU, MISSOURI, RELATIVE TO THE BROOKSIDE PARK ROOFING REPLACEMENT PROJECT*; FURTHER SAID ORDINANCE SHALL



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AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

Motion made by Alderwoman Liley, seconded by Alderman Hitt, Bill No. 24-08 was placed on its first reading and was read by title, considered and discussed and was duly passed by unanimous vote. On a motion by Alderwoman Liley, seconded by Alderman Hitt, Bill No. 24-08 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed and the Bill was then duly numbered Ordinance No. 24-08 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderwoman Young-aye; Alderman Reiminger-aye; Alderman Hitt-aye; Alderman Baker-aye; Alderwoman Williams-aye; Alderman Seabaugh-aye; Alderman Sander-aye; and Alderwoman Liley-aye.

BILL NO. 24-08

ORDINANCE NO. 24-08

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *TODT ROOFING & CONSTRUCTION, INC., OF CAPE GIRARDEAU, MISSOURI*, RELATIVE TO THE *BROOKSIDE PARK ROOFING REPLACEMENT PROJECT*; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

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

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

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

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

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

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

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



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

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

FIRST READING: February 5, 2024.

SECOND READING: February 5, 2024.

PASSED AND APPROVED this 5th day of February, 2024, 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. 24-09 Re: To Approve)
the Final Plat of Stroder's Industrial)
Park Subdivision, as submitted by)
Trussworks Realty Missouri, LLC)

The matter of approving the Final Plat of Stroder's Industrial Park Subdivision, as submitted by Trussworks Realty Missouri, LLC, came on for consideration. Alderwoman Liley introduced Bill No. 24-09, being for an ordinance entitled as follows:

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

Motion made by Alderwoman Liley, seconded by Alderwoman Young, Bill No. 24-09 was placed on its first reading and was read by title, considered and discussed and was duly passed by unanimous vote. On a motion by Alderwoman Liley, seconded by Alderwoman Young, Bill No. 24-09 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed and the Bill was then duly numbered Ordinance No. 24-09 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Hitt-aye; Alderman Seabaugh-aye; Alderman Reiminger-aye; Alderwoman Young-aye; Alderman Baker-aye; Alderwoman Williams-aye; Alderman Sander-aye; and Alderwoman Liley-aye.

BILL NO 24-09

ORDINANCE NO. 24-09

AN ORDINANCE ACCEPTING THE PLAT OF STRODER'S INDUSTRIAL PARK SUBDIVISION; ACCEPTING DEDICATION OF EASEMENTS, STREETS AND PROPERTIES DESCRIBED; ACCEPTING RESTRICTIONS, IF ANY, FILED



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THEREWITH; AUTHORIZING THE RECORDING OF SAID PLAT; ACCEPTING IMPROVEMENTS CONSTRUCTED OR TO BE CONSTRUCTED AND INDICATED ON SAID PLAT; REPEALING ALL ORDINANCES IN CONFLICT THEREWITH.

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

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

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

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

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

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

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

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

FIRST READING: February 5, 2024.

SECOND READING: February 5, 2024.

PASSED AND APPROVED this 5th day of February, 2024, by a vote of 8 ayes, 0 nays, 0 abstentions and 0 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
 Mayor

ATTEST:

Liza Walker (signed)
 City Clerk



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City Administrator James Roach)
Requests Closed Session)

Now comes forth City Administrator James Roach to request to proceed into closed session for one matter of real estate in accordance with Section 610.021(2) RSMo, two items of personnel in accordance with Section 610.021(3) RSMo, and three contractual matters in accordance with Section 610.021(12) RSMo.

Motion to Recess the Meeting to Study)
Session)

On a motion by Alderman Baker, seconded by Alderwoman Liley, to recess the meeting at 6:21 P.M., to convene to the Study Session. Ayes-8; Nays-0; Absent-0.

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Returned to Open Session at 7:11 P.M., from Study Session.

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

Meeting concluded at 7:11 P.M. On a motion by Alderman Baker, seconded by Alderwoman Liley, it is ordered that the Board now convene into closed session for one matter of real estate in accordance with Section 610.021(2) RSMo, two items of personnel in accordance with Section 610.021(3) RSMo, and three contractual matters in accordance with Section 610.021(12) RSMo and that the meeting will stand adjourned upon the adjournment of the closed session. On roll call: Alderwoman Liley-aye; Alderman Reiminger-aye; Alderman Baker-aye; Alderwoman Young-aye; Alderman Seabaugh-aye; Alderman Sander-aye; Alderman Hitt-aye; and Alderwoman Williams-aye. Ayes-8; Nays-0; Absent-0.

ATTEST:

Mayor

City Clerk

CITY COLLECTOR'S REPORT FOR JANUARY 2024

DESCRIPTION	ELECTRIC FUND	WATER FUND	WASTEWATER FUND	LANDFILL FUND	GEN. REV. FUND	TOTAL
Service Charges	1,235,889.08	259,758.03	212,456.55	62,335.12	-	1,770,438.78
Penalties	5,625.85	1,344.44	1,060.62	318.26	-	8,349.17
Sales Tax	33,520.93	7,560.11	-	-	-	41,081.04
Disconnect Fees	-	-	-	-	-	-
Returned Transaction Fees	450.00	-	-	-	-	450.00
Customer Relocation Fees	-	-	-	-	125.00	125.00
Trash Stickers	-	-	-	2,070.00	-	2,070.00
UTILITY COLLECTIONS	1,275,485.86	268,662.58	213,517.17	64,723.38	125.00	1,822,513.99
Prior Internal Transfers (December 2023)	(38,342.03)	(2,159.02)	(396.70)	-	-	(40,897.75)
Adjustments - Penalties	-	-	-	-	-	-
Adjustments - Taxes	-	-	-	-	-	-
Adjustments - Service Fees	-	-	-	-	-	-
NET UTILITY COLLECTIONS	1,237,143.83	266,503.56	213,120.47	64,723.38	125.00	1,781,616.24
Business/Contractor Licenses	-	-	-	-	5,615.00	5,615.00
Event Fees/Misc. Charges	-	-	-	-	-	-
NON-UTILITY COLLECTIONS	-	-	-	-	5,615.00	5,615.00
Misc. Adjustments	-	-	-	-	-	-
Interest on Collector's bank account	-	-	-	-	-	932.78
Cash in bank	-	-	-	-	-	1,788,164.02
Missouri Sales Tax payment	(33,520.93)	(7,560.11)	-	-	-	(41,081.04)
TO CITY TREASURER					\$	1,747,082.98

Respectfully Submitted,



City Collector



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

ELECTRIC

Sale of Merchandise	0.00	
Cable TV Pole Rental	0.00	
Electric Meters	795.00	
Electric Service Lines	800.00	
Returned Check Fees	0.00	
URD Services	13,465.67	
Sales Tax Commission	766.95	
Labor and Equipment Use	0.00	
Miscellaneous-Scrap Metal	<u>0.00</u>	
TOTAL		15,827.62

WATER & SEWER

WATER

Water Taps & Water Meters	1,750.00	
Sale of Merchandise	0.00	
Miscellaneous-Scrap Metal	<u>0.00</u>	
TOTAL		1,750.00

WASTEWATER

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

GENERAL REVENUE

Building Permits	2,549.50	
Electric Permits	100.00	
Gas Permits	60.00	
Plumbing/Sewer Permits	280.00	
Sewer Tap Permits	360.00	
Public Hearing & Plat Recording	200.00	
Stormwater Review Fees	100.00	
Street Repair or Mowing	0.00	
Gas Franchise	50,424.83	
Sale of Merchandise	0.00	
Community Room	0.00	
Cable TV Franchise	26,732.18	
Copies	582.00	
Telephone Franchise Fees	16,218.06	
Fire Cost Recovery	0.00	
Interest Earned	0.00	
Jail Expense Reimbursement	0.00	
Cell Tower Rental	1,058.00	
Health Insurance Reimbursement	25.68	
Street Repair or Scrap Metal	<u>0.00</u>	
TOTAL		98,690.25

LANDFILL

Refuse Collections	0.00	
Recyclables	1,293.43	
E-Cycle TV/Monitor Fees	125.00	
Royalties	<u>0.00</u>	
TOTAL		1,418.43

CEMETERY

Sale of Lots	2,250.00	
Sale of Niches	0.00	
Grave Openings	4,150.00	
Niche Openings	0.00	
Weekend/Holiday Grave Openings/Inurnments	0.00	
Disinterments/Disinurnments	<u>0.00</u>	
TOTAL		6,400.00

PARK

Misc. Park Rentals	100.00	
Rent - Howard St. House	1,080.00	
Ballfield Rentals	1,480.00	
Pavilion Rentals	<u>700.00</u>	
TOTAL		3,360.00

PARK FOUNDATION

Donations	141,000.00	
Civic Center Donations	<u>0.00</u>	
TOTAL		141,000.00

RECREATIONAL DEVELOPMENT

Pool Concession Receipts	0.00	
Swimming Pool Gate Receipts	0.00	
Basketball Entry Fees	40.00	
Basketball Sponsor Fees	0.00	
Softball Entry Fees	0.00	
Softball Sponsor Fees	0.00	
Softball Tournament Fees	0.00	
Volleyball Entry Fees	0.00	
Reimb./Donations/Special Events	0.00	
Baseball Concessions	0.00	
Baseball Entry Fees	0.00	
Baseball Sponsor Fees	<u>0.00</u>	
TOTAL		40.00

STORMWATER MAINTENANCE FUND

Stormwater Credit	754.94	
Stormwater Maintenance	<u>172.82</u>	
TOTAL		927.76

TRUST & AGENCY

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

HEALTH INSURANCE FUND

Health Insurance Reimbursement	<u>1,274.38</u>	
TOTAL		1,274.38

INMATE SECURITY FUND

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

TRANSPORTATION SALES TAX

Rent - Donna Drive Extension	<u>1,282.50</u>	
TOTAL		1,282.50

RECREATIONAL SALES TAX FUND

Civic Center Rentals	15,315.25	
Civic Center Programs	0.00	
Civic Center Membership Fees	0.00	
Civic Center Entry Fees	1,868.00	
Civic Center Concessions	<u>205.50</u>	
TOTAL		17,388.75

REPORT TOTAL \$289,359.69

Water & Light Deposit Accounts

JANUARY, 2024

Beginning Balance January 1, 2024:	\$274,729.74
TOTAL DEPOSITS	\$25,248.97
TOTAL REFUNDS	\$13,680.36
Ending Balance January 31, 2024:	\$286,298.35

Balance Consists of :

Checking Account for US Bank	\$76,298.35
Investments	\$210,000.00
	<hr/>
	\$286,298.35

CITY TREASURER'S REPORT FOR JANUARY, 2024

Item 5.

FUND	FUND BALANCES		TRANSFER OF		FUND BALANCES		CASH BALANCE
	01-01-2024	RECEIPTS	FUNDS	DISBURSEMENTS	01-31-2024	INVESTMENTS	01-31-2024
ELECTRIC FUNDS							
Operation & Maintenance	-	1,258,423.28	(192,749.30)	1,065,673.98	-	-	-
Electric Surplus Fund	3,494,822.91	-	166,068.17	46,062.85	3,614,828.23	1,843,323.19	1,771,505.04
Electric Capital Projects Fund	4,043,132.69	-	-	-	4,043,132.69	4,000,000.00	43,132.69
WATER & SEWER FUNDS							
Water Operation & Maint.	-	263,003.44	(187,459.59)	75,543.85	-	-	-
Water & Sewer Revenue Bond Fund	29,109.00	-	285,385.68	-	314,494.68	25,000.00	289,494.68
Water & Sewer Deprec. Res. Fund	30,000.00	-	-	-	30,000.00	30,000.00	-
Water & Sewer Bond Reserve Fund	50,000.00	-	-	-	50,000.00	50,000.00	-
Water & Sewer Contingent Fund	30,000.00	-	-	-	30,000.00	30,000.00	-
Water & Sewer Surplus Fund	10,111,197.63	-	-	70,410.78	10,040,786.85	9,551,597.51	489,189.34
Water Replacement Fund	756,540.50	-	3,510.08	-	760,050.58	725,000.00	35,050.58
Wastewater Operation & Maint.	-	223,940.31	(124,208.50)	99,731.81	-	-	-
Wastewater Replacement Fund	1,069,035.44	-	-	-	1,069,035.44	1,063,716.22	5,319.22
W & S Construction Fund	4,032,835.10	-	-	108,266.10	3,924,569.00	200,000.00	3,724,569.00
General Revenue Fund	2,108,148.24	659,103.92	(88,893.04)	676,027.28	2,002,331.84	1,700,000.00	302,331.84
Landfill Fund	629,071.88	72,613.95	(16,506.56)	79,873.34	605,305.93	525,000.00	80,305.93
Cemetery Fund	999,585.17	78,031.75	(5,131.69)	12,872.90	1,059,612.33	870,000.00	189,612.33
City Park Fund	190,146.24	108,982.78	(6,557.30)	31,416.58	261,155.14	-	261,155.14
Public Park Foundation Fund	145,650.84	141,000.00	-	27,059.34	259,591.50	140,000.00	119,591.50
Recreational Development Fund	7,382.57	40.00	-	3,543.83	3,878.74	-	3,878.74
Band Fund	-	65,036.72	(3,405.00)	61,328.06	303.66	-	303.66
ARPA Fund	2,439,195.78	-	-	283,739.72	2,155,456.06	2,125,000.00	30,456.06
Road Use Tax Fund	1,102,417.36	70,678.49	(19,166.66)	-	1,153,929.19	1,034,000.00	119,929.19
Stormwater Maintenance Fund	292,330.43	980.31	-	-	293,310.74	266,000.00	27,310.74
Trust and Agency Fund	1,108,435.03	27,541.85	40,310.65	68,528.66	1,107,758.87	1,080,000.00	27,758.87
Health Insurance Fund	1,089,058.47	2,273.00	149,615.13	123,071.55	1,117,875.05	800,000.00	317,875.05
Inmate Security Fund	16,596.12	76.00	-	-	16,672.12	-	16,672.12
Equitable Sharing Fund	3,617.07	-	-	-	3,617.07	-	3,617.07
Transportation Sales Tax Fund	886,484.49	127,404.93	-	-	1,013,889.42	300,000.00	713,889.42
Transportation Capital Projects Fund	-	-	-	-	-	-	-
Sales Tax Fund	2,671,239.13	254,313.10	-	189,793.15	2,735,759.08	1,833,240.21	902,518.87
Recreation Sales Tax Fund	268,547.52	78,060.57	(812.07)	42,266.64	303,529.38	50,000.00	253,529.38
Public Safety Sales Tax Fund	1,000.00	121,343.51	-	-	122,343.51	-	122,343.51
Fire Protection Sales Tax Fund	3,333.00	60,671.83	-	-	64,004.83	-	64,004.83
Capital Projects Construction Fund	1,965,219.37	-	-	-	1,965,219.37	1,850,000.00	115,219.37
Economic Dev. Reserve Fund	886,598.78	-	-	-	886,598.78	850,000.00	36,598.78
CDBG Grant Fund	120,000.00	-	-	3,953.95	116,046.05	-	116,046.05
I-55 Corridor Special Alloc. Fund	1,262.55	-	-	-	1,262.55	-	1,262.55
TOTALS	40,581,993.31	3,613,519.74	0.00	3,069,164.37	41,126,348.68	30,941,877.13	10,184,471.55

Respectfully Submitted,



Angela Birk, City Clerk/Treasurer

Cash on Hand	1,475.00
General Account	8,432,296.50
Collectors Account	1,747,082.98
Equitable Sharing Fund	3,617.07

TOTAL 10,184,471.55



MEMO

To: Mayor and Board of Aldermen
From: Joan Evans, Director of Information Technology
Date: Thursday, February 15, 2024
Re: Addendum to Extend Contract with C.P.U., Inc.

Due to scheduling needs for both the City and C.P.U, Inc., an extension of the completion date to finalize the Network Server and Related Services Project is necessary. The signed agreement is attached for your review.

We expect the project to be completed by the end of March, 2024.

ADDENDUM TO CONTRACT AGREEMENT

THIS ADDENDUM, effective as of the date on which all parties hereto execute this Addendum, amends and supplements that Contract Agreement by and between **CITY OF JACKSON, MISSOURI** (“City”) and **C.P.U., INC., OF CAPE GIRARDEAU, MISSOURI** (“Vendor”) with the effective date of November 6, 2023 (the “Contract”).

WHEREAS, City and Vendor wish to amend the terms of the completion date under the Contract.

NOW, THEREFORE, for adequate consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend the Contract as follows:

COMPLETION DATE: The Vendor shall complete all work within 150 days of contract award, unless otherwise agreed to in writing by both Vendor and City.

City and Vendor acknowledge that they have read and agreed to the terms and conditions of this Addendum, and they understand it will become legally binding upon signing.

DATE: _____

City of Jackson, Missouri

Dwain Hahs, Mayor

ATTEST:

Angela Birk, City Clerk

DATE: 2 February 2024

C.P.U., Inc.

By: S Frank Jones

Print: S Frank Jones

Title: CEO/President



Memo

To: Mayor and Board of Aldermen
From: Liza Walker, Assistant City Administrator
Date: Thursday, February 15, 2024
Re: City Hall Facility Maintenance Program

Currently, the City Hall Facility Maintenance Program with Premium Mechanical and Automation, Inc. is on a mid-year to mid-year cycle. I am updating the agreement to operate on a calendar-year cycle. The annual agreement price will remain the same that it has been for the past decade.

I plan to bring this agreement to the Board for a vote at the upcoming February 20, 2024, Board Meeting.



PREMIUM FACILITY MAINTENANCE PROGRAM

Contract # 15549R1

By and between:

Premium Mechanical and Automation, Inc.	City of Jackson
Contractor	Customer

Premium Mechanical Services will provide the services in accordance with the attachments, terms and conditions on the pages that are attached and listed below.

The Agreement price is \$ 7,880.00

Per year payable: (please check one)

\$ 7,880 Annually \$ 3,940 Semi-Annually \$ 1,970 Quarterly

PO# _____

Customer has paid for (1) \$ 3,940.00 Semi-Annual installment.

LOCK-IN OPTION: The Customer may extend this Agreement at signing for 3 consecutive years at the current annual price.

Accept _____ Decline _____

This Agreement will be in effect from **January 1, 2024** through **December 31, 2024**

The coverage included in this agreement, including terms, conditions and attachments, will constitute the entire agreement between us. This agreement is the property of Premium Mechanical Services and is provided to the Customer's use only. No waiver, change of modification of any terms of conditions shall be binding on Premium Mechanical Services unless made in writing and signed by authorized management of Premium Mechanical Services.

This annual agreement shall continue in effect from year to year unless either party gives written notice to the other of intention not to renew thirty (30) days prior to any anniversary date. Should cancellation occur, this agreement shall be cancelled without any liability, other than Customer's obligation to pay for services rendered by Premium Mechanical Services to the date of cancellation.

PREMIUM MECHANICAL SERVICES

CUSTOMER


Signature

Signature

John Dumey
Name (Print)

Name (Print)

January 1, 2024
Date

Date

BILL NO. 24-____

ORDINANCE NO. 24-____

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *PREMIUM MECHANICAL AND AUTOMATION, INC., OF JACKSON, MISSOURI, RELATIVE TO THE CITY HALL FACILITY MAINTENANCE 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 **Premium Mechanical and Automation, Inc., 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 contract.

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

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

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

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

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

FIRST READING: February 20, 2024.

SECOND READING: February 20, 2024.

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

CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk



MEMO

To: Mayor and Board of Aldermen
From: Joan Evans, Director of Information Technology
Date: Friday, February 02, 2024
Re: Request for Qualifications – Software Upgrade

A request for qualifications to upgrade our current financial software was advertised in January. The sole response was our current vendor, GWorks, LLC, of Omaha, Nebraska.

Annual cost for the upgraded software will be \$53,200 for 2024.

Once the agreement has been reviewed, we will bring the contract to the Board for approval. We expect to include this as an action item at the next Board meeting, February 20, 2024.



Ordering Document: City of Jackson MO - gWorks CORE + Forms

City of Jackson MO

101 Court Street
Jackson, MO 63755
USA

Joan Evans

jevans@jacksonmo.org
573-243-3568, ext.2017

Reference: 20240102-122112598

Quote created: January 2, 2024

Quote expires: February 21, 2024

Quote created by: Jessica Osterman

"Account Executive"

jessica@gworks.com

+14028091717

Comments from Jessica Osterman

****Implementation Discount Expires February 21, 2024****

Products & Services

Item & Description	Quantity	Unit Price	Total
<p>gWorks Core - Implementation & Onboarding Fresh Start Implementation & Onboarding of gWorks Core. Included - Finance Hub (AP, BK, GL, RM), Chart of Accounts setup, Utility Billing Hub (UB, MR), FrontDesk Basic, and HR Hub Standard (payroll)</p> <p>For product features, optional add-ons, our onboarding process, and support resources, see https://www.gworks.com/gworks-core-overview/</p>	1	\$10,000.00	\$10,000.00
<p>Utility Billing Hub - (Plus) - gWorks Cloud Upgrade Migration to gWorks Cloud for UB & MR from legacy gWorks products</p> <ul style="list-style-type: none"> - Import Utility Billing History from current year plus previous calendar year, back to Jan 1. -2 Onboarding Calls (Configuration meeting & Pr-Go Live Meeting) -1 hour of initial training to happen immediately after configuration meeting -1 additional hour Professional Onboarding call pre-go live (post crossover) -Resources for Self-Service 	1	\$2,500.00	\$0.00 after \$2,500.00 discount
<p>gWorks Core - Annual Subscription Annual Subscription of gWorks Core. Included - Finance Hub, Utility Billing Hub, FrontDesk Basic, and HR Hub Standard</p>	1	\$42,000.00 /year	\$42,000.00 /year for 1 year

Item & Description	Quantity	Unit Price	Total
FrontDesk - Forms Add-on - Annual Subscription Annual Subscription for FrontDesk Forms Manager	1	\$1,200.00 / year	\$1,200.00 / year for 1 year
gWorks Payments - R1 (pass) Addition of gWorks Payments to FrontDesk No cost for implementation. Ongoing charges-- - Credit Card/Debit Card processing: 2.49% plus \$1.00 per transaction with a \$2 minimum - ACH Pass-through processing fees: \$1.30 per transaction up to \$50,000.00; \$3.00 per transaction greater than \$50,000.00 - Account updater service: \$5.00 per month - Account updater fees: \$0.70 per update - Per Chargeback: \$25.00 - Per Retrieval Request Processed: \$25.00 - Per Arbitration Case: \$15.00 - Per eCheck Return: \$10.00 - Per eCheck Refund: \$1.00 - Per Merchant Disbursement Failure: \$25.00	1	\$0.00	\$0.00
Annual subtotal			\$43,200.00
One-time subtotal			\$10,000.00 after \$2,500.00 discount
Total			\$53,200.00

Purchase terms

Upon signature of the parties, this Order is a legally enforceable agreement.

This Order shall be in effect as of the last date in the signature boxes below (“Effective Date”) and shall continue until the end of the term of the last Service in this Order, unless earlier terminated in accordance with the express termination rights set forth in this Order, if any, and the Master Services Agreement. A Service set forth above shall be in effect from the Effective Date and shall continue for the initial term specified herein for such Service, unless earlier terminated in accordance with the express termination rights set forth in this Order, if any, and the Master Services Agreement. Web-based Services and Desktop Services terms are one-year in length from January 1 – December 31 (“Calendar Year”). If the Cohort Assignment date—that is, when gWorks assigns the Client the date Onboarding will begin—is within a Calendar Year, the initial term prorates from the Cohort Assignment month to the end of the Calendar Year. Upon expiration of the initial term of the applicable Web-based or Desktop Service, such Service will automatically renew for additional successive renewal periods of a one-year in term length aligned to the Calendar Year for such Service, unless earlier terminated in accordance with the express termination rights set forth in this Order, if any, and the Master Services Agreement or unless either party provides the other party written notice of non-renewal no less than thirty (30) days prior to the end of the then-current initial term or renewal term for such Service.

Upon termination or expiration of a Service: (a) Client shall immediately pay all outstanding amounts it owes to gWorks for such Service as set forth in the table above; (b) Client shall immediately cease using such Service; (c) gWorks may take steps to change, remove, or otherwise block Client’s access to such Service; and (d) upon payment in full of all fees owed to it, gWorks shall deliver to Client any Deliverables related to such Service, in their current form as of the effective date of termination or expiration, along with all documentation, Specifications, and Client Materials in gWorks’ possession related to such Service. Annual fees are nonrefundable. Notwithstanding the above, if, within thirty (30) days after the termination of a Service data export is requested by Client, gWorks shall export such data files to Client, and such services will be charged at gWorks then-standard rates. No termination or expiration of a Service, this Order, or the Master Services Agreement will affect Client’s obligation to pay all amounts set forth in the table above.

Fees for all one-time Professional Onboarding or Professional Services and fees for all Web-based Services and Desktop Services are due and payable as follows:

- Professional Onboarding or Professional Services fees are due in full upon the Effective Date of this Order.
- Annual fees are payable in full or prorated based on the calendar month of the Cohort Assignment relating to this Ordering Document for the first year. For subsequent terms, the annual subscription, license, and product support fees (collectively, "annual fees") are due before or by the start of the Calendar Year term thereafter.

Invoicing of fees occurs on the Effective Date of this Order and carries a Net 15-day payment term by the Client. Failure by the Client to pay within the payment term could result in onboarding delays but do not affect the Services term or prorated term start of this Order.

Any Professional Services not defined in this Ordering Document are billable at gWorks' current hourly billable rate, or at gWorks sole discretion may be a separate Ordering Document of defined Services. This Order, including the then-current Master Services Agreement & Terms of Service, Privacy Policy, Statement of Work, and Product Support Agreement, and all other agreements, policies, and documents incorporated herein, contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede any and all prior or contemporaneous discussions, negotiations, agreements, or understandings between the parties, whether written or oral, regarding the subject matter hereof.

This Order may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Order, and all of which, when taken together, will be deemed to constitute one and the same agreement. This Order may be executed and delivered via facsimile, electronic mail, or other electronic transmission methods (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000), and the execution and delivery of this Order by such methods shall be deemed to be valid and effective for all purposes.

This Order is subject to the agreements, policies, and documents set forth below, all of which are incorporated herein by reference, and which include a Sub-Merchant Agreement for card processing by a third-party service provider which includes an application for such card processing services provided to such

third-party by gWorks with Client's credentials, including banking information, provided by Client and captured by gWorks in a "Merchant Boarding Form" which form is available to Client by gWorks upon request. By signing this Order, the Client expressly agrees that the information in the Merchant Boarding Form is true and accurate and to all terms and conditions in the agreements, policies, and documents set forth below.

- Master Services Agreement & Terms of Service: <https://www.gworks.com/g2msatos/>
- Statement of Work: <https://www.gworks.com/legal/gcusow>
- Product Support Agreement: <https://www.gworks.com/legal/gcpsa>
- Privacy Policy: <https://www.gworks.com/privacy-policy/>
- Sub-Merchant Agreement for Card Processing Services:
 - [Bank Disclosure](#)
 - [Payment Sub-Merchant Agreement](#)

By signing this Order, the individual signing on behalf of Client certifies and warrants that they are authorized to sign on behalf of the Client, agree to the terms of this Order and any agreements and documents incorporated herein, attests that the information for this application and onboarding are correct to the best of their knowledge, and that, upon their signature, this Order and any documents incorporated herein will become the legally binding agreement of the Client.

Signature

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

Joan Evans
jevans@jacksonmo.org Verify to sign

Brad Whittle
bwhittle@gworks.com Verify to sign

Questions? Contact me



Jessica Osterman
"Account Executive"
jessica@gworks.com
+14028091717

gWorks
3905 S 148th St
Ste 200
Omaha, NE 68144
USA

BILL NO. 24-____

ORDINANCE NO. 24-____

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *GWORKS, LLC, OF OMAHA, NEBRASKA, RELATIVE TO PROVIDING PRODUCTS AND SERVICES UNDER THE SOFTWARE UPGRADE PROJECT*; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

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

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

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

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

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

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

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

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

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

FIRST READING: February 20, 2024.

SECOND READING: February 20, 2024.

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

CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk

BILL NO. 24-____

ORDINANCE NO. 24-____

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 *THE COUNTY OF CAPE GIRARDEAU, MISSOURI, RELATIVE TO THE AERIAL PHOTOGRAPHY 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 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 as if fully set forth between the City of Jackson, a municipal corporation, and **The County 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 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: February 20, 2024.

SECOND READING: February 20, 2024.

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

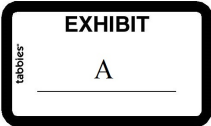
CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk



MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this 1st day of February, 2024, by and between the ***CITY OF JACKSON, MISSOURI, a municipal corporation***, hereinafter referred to as the “City,” and the ***COUNTY OF CAPE GIRARDEAU, MISSOURI, a political subdivision of the State of Missouri***, hereinafter referred to as the “County,” **WITNESSETH:**

WHEREAS, the County has contracted with a company for the production of high resolution digital aerial imagery (“aerial photography”) for 2024; and

WHEREAS, the City desires to have access to the County’s aerial photography based on the terms and conditions described below; and

WHEREAS, the County desires to grant City access to the County’s aerial photography based on the terms and conditions described below.

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

1. County agrees to provide City with access to its aerial photography that is clear, continuous, seamless, “leaf off”, color-balanced, ortho-rectified images and with a maximum 3” resolution.
2. County agrees to provide City with a digital copy of the aerial photography file in a standard SID format compatible with current ESRI ArcGIS mapping software.
3. County agrees to provide City with a REST Service URL to be used for aerial photography access by the City’s ArcGIS Online maps, cloud-based permit software, and any other asset management software used by the City.

4. County agrees to provide from its vendor an aerial photography written authorization for the City to utilize 3” resolution imagery for all internal purposes and for public-facing use on the City’s online maps, cloud-based permit software, and any other asset management software utilized by the City.

5. City agrees to pay County Thirty Thousand Dollars (\$30,000.00) in three (3) annual installments of Ten Thousand Dollars (\$10,000.00) with each installment due on or before February 28 for the years 2024, 2025 and 2026.

6. City agrees that it will not provide copies or authorize use of aerial photography to other public or private entities other than to be used as a component of City projects.

7. This Memorandum of Understanding will commence when it is signed by both parties and the City will have access to the aerial photography and the additional items associated with the aerial photography as described above, for a period of three (3) years.

8. After the first year, either party may terminate this Memorandum of Understanding at any time, with or without cause, by thirty (30) day written notice to the other.

9. This Memorandum of Understanding contains the entire agreement of the parties and can be altered, amended, or modified only by written instrument executed by both parties. This Memorandum of Understanding 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.

10. This Memorandum of Understanding shall be governed by and construed in accordance with the laws of the State of Missouri.

11. This Memorandum of Understanding shall be binding upon and shall inure to the benefit of the undersigned parties and their respective heirs, legal representatives, distributees, successors, and assigns.

12. In case any one or more of the provisions contained in this Memorandum of Understanding 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 Memorandum of Understanding shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

13. The rights and remedies provided by this Memorandum of Understanding 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 Memorandum of Understanding as of the day and year first above written.

CITY:

CITY OF JACKSON, MISSOURI

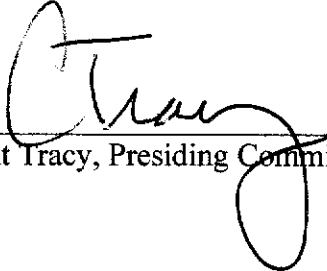
Dwain Hahs, Mayor

ATTEST:

Liza Walker, City Clerk



County of Cape Girardeau, Missouri:



Clint Tracy, Presiding Commissioner

ATTEST:



Kara Clark Summers, County Clerk



MEMO

To: Mayor Dwain Hahs and Members of the Board of Aldermen
From: Rodney Bollinger, Director of Administrative Services
Date: Wednesday, February 14, 2024
Re: Annexation Agreement for Stroder's Industrial Park Subdivision

Occasionally, annexations can involve a two-step process. First, the Board must introduce a Resolution of Annexation. The resolution also sets the date and the time of a required public hearing. Second, an Annexation Agreement is approved by Board that details the terms under which the City and the owners of the area being annexed consent to the annexation.

Mr. Steve Stroder has filed an application on behalf of Trussworks Realty Missouri, LLC for the voluntary annexation of 12 acres of land the company owns along North High Street. The owner has a plan to develop the four-lot subdivision and connect them to public utilities.

Based on this information, the City staff has negotiated an Annexation Agreement with the property owner which provides for the City's annexation the land, subject to various conditions. This agreement has been agreed to and signed by the owner.

Therefore, it is recommended the City approve the Annexation Agreement with the owner for the annexation of 12 acres of property on Tuesday, February 20, 2024 at a Regular Meeting.

BILL NO. 24-____

ORDINANCE NO. 24-____

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE AN ANNEXATION AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND TRUSSWORKS REALTY MISSOURI, LLC, OF JACKSON, MISSOURI, RELATIVE TO THE DEVELOPMENT OF STRODER'S INDUSTRIAL PARK 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 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 **Trussworks Realty Missouri, LLC, 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: February 20, 2024.

SECOND READING: February 20, 2024.

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

CITY OF JACKSON, MISSOURI

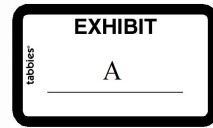
(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk

**TRUSSWORKS REALTY MISSOURI, LLC
ANNEXATION AGREEMENT
(LOTS)**



This Annexation Agreement ("Agreement") between Trussworks Realty Missouri, LLC, (the "Property Owner"), and the City of Jackson, Missouri, (the "City"), entered this _____ day of February, 2024.

WHEREAS, the Property Owner is requesting the voluntary annexation of property situated along North High Street (US Highway 61) and Cane Creek Road; and,

WHEREAS, the Property Owner has a conceptual plan for the subdivision of four (4) commercial lots consisting of three (3) acres each for a total development of twelve (12) acres as shown on the attached plat marked Exhibit A and made a part hereof; and,

WHEREAS, the City realizes that the annexation of said property is both prudent and beneficial to the citizens of Jackson, Missouri; and,

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

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Property Owner will file simultaneously with this Agreement an application for voluntary annexation into the City of Jackson, Missouri, of a parcel of land consisting more or less of twelve (12) acres as described in Exhibit B which is attached hereto and made a part hereof. The Property Owner will also file simultaneously with this Agreement an application requesting the rezoning of the land as may be required by City code. The Property Owner acknowledges that one or more of its applications may be denied by the Board of Aldermen and if denied, the City agrees that the Property Owner may withdraw its application for voluntary annexation subject to the condition stated in paragraph 4. c.
2. The Property Owner will contract with an engineer licensed in Missouri to ensure that the construction of extensions and connections to public utilities is compliant with the City code. As built plans and the results of said inspection(s) will be signed and sealed by the engineer and delivered to the City in a written report form.
3. If Property Owner constructs extensions to public utilities that are outside of or beyond existing public rights of way, the Property Owner shall donate to the City corresponding easements for the location of those extensions.

4. The City will permit the Property Owner to make service extensions and connections to City public utilities provided that:

- a. Property Owner has paid for all necessary permits and fees for such extensions and connections;
- b. All extensions and connections have been installed, tested, inspected and approved in accordance with the City code; and
- c. In the event that the Property Owner's application for voluntary annexation is denied by the Board of Aldermen or withdrawn by the Property Owner, then the Property Owner will disconnect at the City's municipal boundary line from all City public utilities within thirty (30) days of either event.

5. If prior to completing the voluntary annexation of the property described herein Property Owner contracts to sale one or more of the commercial lots described on the attached Exhibit A, Property Owner shall notify the prospective purchaser(s) of this Annexation Agreement by providing a copy of this Agreement to the prospective purchaser(s) before the closing date for the sale of said property. The parties acknowledge, understand and agree that this Agreement shall be binding upon the parties hereto, their successors, heirs, and assigns.

6. There is no electric supplier currently providing permanent service to a structure on the property described herein. Property Owner does hereby express its preference that the City's municipally owned electric utility supply permanent electric service to the four (4) commercial lots shown on the attached Exhibit A and more particularly described on the attached Exhibit B. Property owner does hereby request, pursuant to Section 386.800 R.S.Mo., that the Board of Aldermen for the City enter into mandated good faith negotiations to determine which electric service supplier is best suited to serve the area to be annexed.

7. The Property Owner shall comply with all City ordinances.

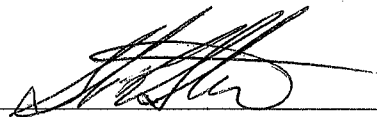
8. This Agreement contains all the agreements made between the City and the Property Owner. This Agreement may not be modified, waived, or terminated in any manner other than by an agreement in writing signed by the parties.

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

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

PROPERTY OWNER

TRUSSWORKS REALITY MISSOURI, LLC

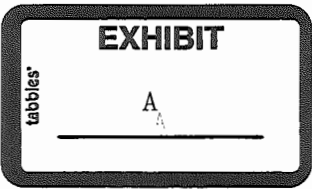
By: 
Steve L. Stroder, President

CITY OF JACKSON, MISSOURI

By: _____
Mayor Dwain L. Hahs

ATTEST:

Angela Birk, City Clerk



Commercial Lots

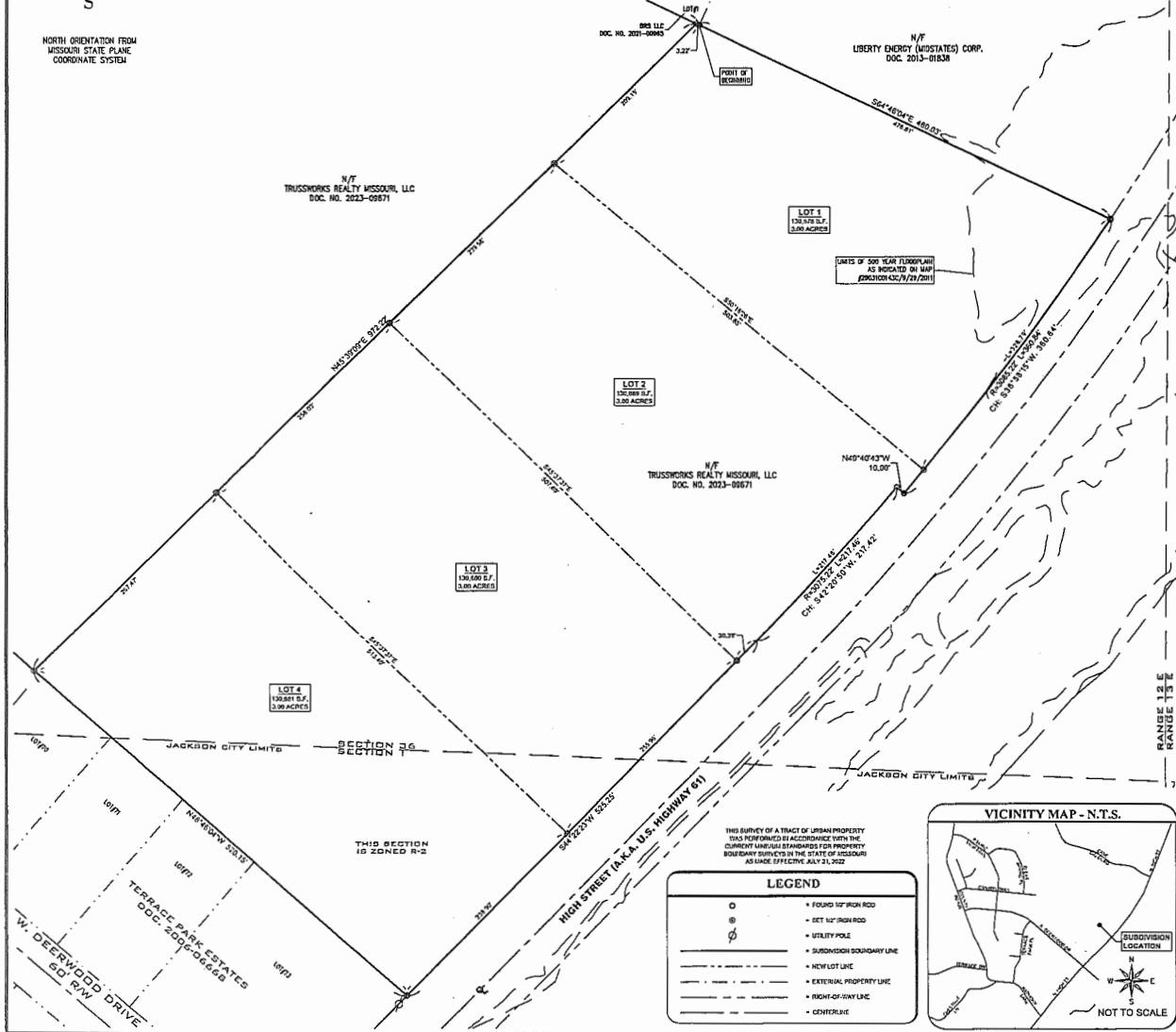
RECORD PLAT FOR

STRODER'S INDUSTRIAL PARK SUBDIVISION

ALL OF THAT PART OF FRACTIONAL SECTION 1, TOWNSHIP 31 NORTH, RANGE 12 EAST OF THE FIFTH PRINCIPAL MERIDIAN, BEING IN PART WITHIN THE CITY OF JACKSON, COUNTY OF CAPE GIRARDEAU, AND ALL OF THAT PART OF FRACTIONAL SECTION 36, TOWNSHIP 32 NORTH, RANGE 12 EAST OF THE FIFTH PRINCIPAL MERIDIAN, WITHIN THE COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI.



NORTH ORIENTATION FROM MISSOURI STATE PLANE COORDINATE SYSTEM



SUBDIVISION NOTES

RECORD OWNER
STRODER'S REALTY MISSOURI, LLC
DOCUMENT NUMBER 2023-0971

ZONING REGULATIONS
R-2 - SINGLE FAMILY RESIDENTIAL DISTRICT

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

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

SIDE: ON EACH LOT UPON WHICH A DWELLING IS CONSTRUCTED THERE SHALL BE A SIDE YARD ON EACH SIDE OF NOT LESS THAN FOUR (4) FEET. ALL BUILDINGS OTHER THAN RESIDENTIAL, BUSINESS AND INDUSTRIAL ACCESSORY BUILDINGS SHALL HAVE A SIDE YARD OF FIFTEEN (15) FEET.

MINIMUM LOT SIZE: THIRTY-FIVE (35) FEET AND NOT OVER TWO AND ONE-HALF (2 1/2) STORES ABOVE GROUND.

MINIMUM LOT WIDTH: DETACHED SINGLE FAMILY DWELLINGS SHALL BE ON A LOT HAVING A WIDTH OF NOT LESS THAN FORTY THOUSAND (40,000) SQUARE FEET AND A WIDTH AT THE FRONT LOT LINE OF NOT LESS THAN SIXTY-FIVE (65) FEET.

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

OWNER AND DEVELOPER OF PROPOSED SUBDIVISION AND PLAT PREPARED FOR:
MR. STEVE L. STRODER
2320 CHESTNUT STREET
JACKSON, MISSOURI 64501

LOT SIZES
TOTAL NUMBER OF LOTS: 4 LOTS
LARGEST LOT AREA: 150,000 S.F. (3.40 ACRES)
SMALLEST LOT AREA: 100,000 S.F. (2.30 ACRES)
TOTAL SUBDIVISION AREA: 506,776 S.F. (11.60 ACRES)

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

FLOODPLAIN NOTE
NO PORTION OF THE PROPERTY FALLS WITHIN THE 100 YEAR FLOODPLAIN AS INDICATED ON THE FLOOD INSURANCE RATE MAP COUNTY PLAN NO. 290310C-1-2 WITH AN EFFECTIVE DATE OF SEPTEMBER 29, 2011.

PLAT PREPARED BY & SURVEYING SERVICES PROVIDED BY:
KOEHLER ENGINEERING AND LAND SURVEYING, INC.
204 CHUCK LANE, CAPE GIRARDEAU, MO 63701
(672) 233-2626

SUBDIVISION DEDICATION

THE UNDERSIGNED, MR. STEVE L. STRODER, PRESIDENT OF STRODER'S REALTY MISSOURI, LLC, OWNER IN FEE OF ALL OF DOCUMENT NUMBER 2023-0971, IN THE CITY OF JACKSON, COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, CONTAINING 12.30 ACRES, MORE OR LESS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF THAT PART OF FRACTIONAL SECTION 1, TOWNSHIP 31 NORTH, RANGE 12 EAST OF THE FIFTH PRINCIPAL MERIDIAN, BEING IN PART WITHIN THE CITY OF JACKSON, COUNTY OF CAPE GIRARDEAU, AND PART WITHIN THE COUNTY OF CAPE GIRARDEAU, AND ALL OF THAT PART OF FRACTIONAL SECTION 36, TOWNSHIP 32 NORTH, RANGE 12 EAST OF THE FIFTH PRINCIPAL MERIDIAN, WITHIN THE COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING (a) the most easterly corner of Lot 1 of the Jackson North Industrial Park Subdivision, Phase I, said plat being recorded in Document 2018-0782, South 84°40'00" East, 478.81 feet, to the most easterly corner of Liberty Energy Industrial Corp. Tract, as conveyed by Document 2012-0338, thence bearing 188° east-south-east and along the west right of way line of U.S. Highway 51, along the arc of a non-tangent curve opening to the northwest having a center of 2083.22 feet, a distance of 102.84 feet from center to end and being South 10°00'00" West, 348.84 feet, thence along an offset to said west right of way, North 47°40'00" West, 18.00 feet, thence continuing along said west right of way, along the arc of a curve to the right having a radius of 2023.22 feet, a distance of 227.48 feet, thence along an offset to said west right of way, South 22°00'00" West, 222.42 feet, thence South 4°22'00" West, 325.23 feet to a point on the most westerly corner of the 73 of Terrace Park Estates, said plat being recorded in Document 2008-0064, thence South 84°40'00" West, 125.13 feet, thence South 47°40'00" East, 972.23 feet, thence South 84°40'00" East, 1.32 feet to the place of beginning and containing 12.30 acres, more or less, and being subject to any encumbrances of record.

MR. STEVE L. STRODER, PRESIDENT

STATE OF MISSOURI)
COUNTY OF CAPE GIRARDEAU)

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

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

MY COMMISSION EXPIRES _____

NOTARY PUBLIC: _____

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

BY ORDINANCE NO. _____ PASSED _____

AND APPROVED THIS _____ DAY OF _____, A.D. 20____.

LISA WALKER, CITY CLERK

JANET SANDERA, PUBLIC WORKS DIRECTOR

HARRY DRYDEN, PLANNING AND ZONING COMMISSION CHAIRMAN

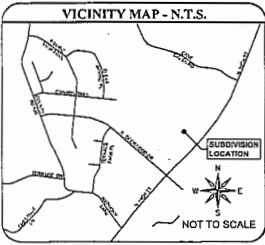
DENNIS HANDEL, MAYOR

STATE OF MISSOURI)
COUNTY OF CAPE GIRARDEAU)

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

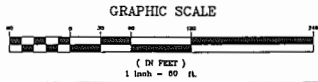
ON THIS _____ DAY OF _____, A.D. 20____.

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



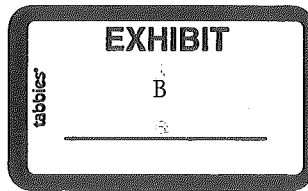
LEGEND

- FOUND 1/2" IRON ROD
- ⊙ SET 1/2" IRON ROD
- UTILITY POLE
- - - SUBDIVISION BOUNDARY LINE
- NEIGHBORLY LINE
- - - EXISTING PROPERTY LINE
- - - RIGHT-OF-WAY LINE
- CENTERLINE



KOEHLER
Professional Engineers & Land Surveyors
194 Colker Lane
Cape Girardeau, Missouri 63701
Ph: (672) 333-3028 Fax: (672) 333-3049
MO PLS Corp. Certificate #0062262

DRAWN BY	ISSUED	REV DATE	DESCRIPTION	INITIALS
CHECKED BY	DESIGNER	L. WADLJE		
DATE	OCTOBER 2023			
DRAWING DATE	JANUARY 2, 2024			
DRAWING NO.	3110			



THE UNDERSIGNED, MR. STEVE L. STRODER, PRESIDENT OF TRUSSWORKS REALTY MISSOURI, LLC, OWNER IN FEE OF ALL OF DOCUMENT NUMBER 2023-009671, IN THE CITY OF JACKSON, COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, CONTAINING 12.00 ACRES, MORE OR LESS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF THAT PART OF FRACTIONAL SECTION 1, TOWNSHIP 31 NORTH, RANGE 12 EAST OF THE FIFTH PRINCIPAL MERIDIAN, BEING IN PART WITHIN THE CITY OF JACKSON, COUNTY OF CAPE GIRARDEAU, AND PART WITHIN THE COUNTY OF CAPE GIRARDEAU, AND ALL OF THAT PART OF FRACTIONAL SECTION 36, TOWNSHIP 32 NORTH, RANGE 12 EAST OF THE FIFTH PRINCIPAL MERIDIAN, WITHIN THE COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN at the most easterly corner of Lot 1 of the Jackson North Industrial Park Subdivision, Phase 1, said plat being recorded in Document 2014-02837, South 64°46'04" East, 476.81 feet, to the most easterly corner of Liberty Energy (Midstates) Corp tract, as conveyed in Document 2013-01838; thence leaving said easterly corner and along the west right of way line of U.S. Highway 61, along the arc of a non-tangent curve concave to the northwest having a radius of 3085.22 feet, a distance of 360.84 feet (the chord across said arc bears South 36°58'15" West, 360.64 feet); thence along an offset in said west right of way, North 49°40'43" West, 10.00 feet; thence continuing along said west right of way, along the arc of a curve to the right having a radius of 3075.22 feet, a distance of 217.46 feet (the chord across said arc bears South 42°20'50" West, 217.42 feet); thence South 44°22'23" West, 525.25 feet to a point on the most easterly corner of lot 73 of Terrace Park Estates, said plat being recorded in Document 2006-06668, thence North 48°46'04" West, 520.15 feet; thence North 45°39'09" East, 972.22 feet; thence South 64°46'04" East, 3.22 feet to the place of beginning and containing 12.00 acres, more or less, and being subject to any easements of record.

RESOLUTION NO. _____

RESOLUTION

**A RESOLUTION RELATIVE TO VOLUNTARY ANNEXATION
UNDER THE PROVISIONS OF SECTION 71.012, RSMO**

WHEREAS, the Mayor and Board of Aldermen of the City of Jackson, Missouri, have received an annexation petition filed under the provisions of Section 71.012, RSMo; and,

WHEREAS, said voluntary annexation petition is within an area sought to be annexed by the City of Jackson, Missouri; and,

WHEREAS, the Mayor and Board of Aldermen believe it is in the best interests of the citizens of the City of Jackson, Missouri, to proceed with the annexation of said parcel of real estate.

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

Section 1. That there has been presented on the 20th day of February, 2024, to the Board of Aldermen of the City of Jackson, Missouri, a verified petition signed by the owners of all fee interests of record, to-wit: Trussworks Realty Missouri, LLC, in the tracts of real property located within the area described in said petition, which area is proposed to be annexed to the City of Jackson, Missouri, and which petition requests the annexation of such area into the city limits of the City of Jackson, Missouri; a copy of said petition is attached hereto and made a part hereof by reference.

Section 2. No part of said real property sought to be annexed by the petition attached hereto is included in any incorporated municipality.

Section 3. That the real property described in the annexation petition attached hereto is contiguous to the existing corporate limits of the City of Jackson, Missouri.

Section 4. That, in accordance with the provisions of Section 71.012, RSMo, a public hearing shall be held concerning this matter on the 18th day of March, 2024, at 6:00 p.m. at the City Hall in the City of Jackson, Missouri.

Section 5. That the City Clerk is hereby authorized and directed to cause a notice of such hearing to be published at least seven days prior to the date of the hearing in a newspaper of general circulation in Cape Girardeau County, Missouri, which is qualified to publish legal matters.

PASSED by the Board of Aldermen of the City of Jackson, Missouri, this 20th of February, 2024, by a vote of _____ ayes, _____ nays, _____ abstentions and _____ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk



CITY OF JACKSON, MISSOURI VOLUNTARY ANNEXATION APPLICATION

EXHIBIT
A
Item 14.

DATE OF APPLICATION: February 13, 2024

PROPERTY LOCATION (address): N. High St.

Other description of location if not addressed:

PROPERTY OWNERS (all legal property owners listed on deed)

Names & Mailing Addresses: Trussworks Realty Missouri, LLC / Steve Stroder, President
2270 Greensferry Road
Jackson, MO 63755

CONTACT PERSON HANDLING APPLICATION

Contact's Mailing Address: 194 Coker Lane
Cape Girardeau, MO 63701

Contact's Phone: 573.335.3026 Email: ckoehler@koehlerengineering.com

CURRENT USE OF PROPERTY: Agricultural

IS A REZONING APPLICATION TO BE FILED? YES NO

PROPOSED ZONING: (circle)

- | | |
|---------------------------------------|---------------------------------|
| R-1 (Single-Family Residential) | C-1 (Local Commercial) |
| R-2 (Single-Family Residential) | <u>C-2 (General Commercial)</u> |
| R-3 (One- And Two-Family Residential) | C-3 (Central Business) |
| R-4 (General Residential) | C-3 (Central Business) |
| MH-1 (Mobile Home Park) | C-4 (Planned Commercial) |
| O-1 (Professional Office) | I-1 (Light Industrial) |
| | I-2 (Heavy Industrial) |
| | I-3 (Planned Industrial Park) |

IS A SPECIAL USE PERMIT APPLICATION TO BE FILED? YES NO

LEGAL DESCRIPTION OF TRACT: (attach legal description if metes & bounds description)
see attached

Attach to this page a scaled plat of the tract(s) showing the following information:

- All boundary dimensions.
- All adjoining streets, alleys and easements.
- All present improvements.
- All proposed improvements.
- All adjoining property lines and references to all owners listed in Section C.
- Zoning classification of all adjoining properties.

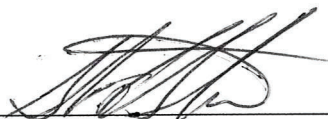
PETITION

TO: THE CITY OF JACKSON, MISSOURI, A MUNICIPAL CORPORATION

We, the undersigned, state that we are the fee and simple owners of the property described in ~~Book~~ Document No. 2023-09671, ~~at Page~~ _____, and we do hereby request and petition the City of Jackson, Missouri to annex the land described in the above referenced book and page so that the same is contained within the corporate limits of said City.

We, the undersigned, do further state and declare that no person, firm, or corporation other than the undersigned own any fee simple interest in the land described in the above referenced book and page.

We, the undersigned, do further state and declare that this request and petition is voluntarily made and is submitted under the provisions of Section 71.012 RSMo. 1986, as amended (Voluntary Annexation).

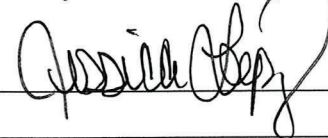


Steven L. Stroder, President

STATE OF MISSOURI)
)ss.
COUNTY OF Cape Girardeau)

On this 14th day of February, 2024, before me personally appeared Steven L Stroder, to me known to be the person described in and who executed the foregoing instrument and acknowledged to me that he/she executed the same as his/her free act and deed.

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


_____, Notary Public
State Of Missouri
County of Cape Girardeau
My term expires: 10/25/27



STATE OF MISSOURI)
)ss.
COUNTY OF Cape Girardeau)

On this _____ day of _____, 20____, before me personally appeared _____, to me known to be the person described in and who executed the foregoing instrument and acknowledged to me that he/she executed the same as his/her free act and deed.

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

_____, Notary Public
State Of Missouri
County of _____
My term expires: _____

FOR CITY USE ONLY:

Date application/petition submitted filed with City staff: 2/14/2024

Date of resolution preparation by City Clerk:

Date of action by Board of Aldermen to set public hearing:

Date of publication in local newspaper of public hearing:

Date of public hearing:

Date of City Attorney preparation of ordinance:

Date of Board of Aldermen action:

Board action filed (circle one): Approval Disapproval

Special conditions to be imposed upon annexation ordinance (if applicable):

Date of ordinance submittal to Cape Girardeau County Clerk:

Date of ordinance submittal to Cape Girardeau County Mapping & Appraisal:

Date of City maps update:

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

194 COKER LANE
CAPE GIRARDEAU, MO 63701
PH: (573) 335-3026

ALL OF THAT PART OF FRACTIONAL SECTION 1, TOWNSHIP 31 NORTH, RANGE 12 EAST OF THE FIFTH PRINCIPAL MERIDIAN, BEING IN PART WITHIN THE CITY OF JACKSON, COUNTY OF CAPE GIRARDEAU, AND PART WITHIN THE COUNTY OF CAPE GIRARDEAU, AND ALL OF THAT PART OF FRACTIONAL SECTION 36, TOWNSHIP 32 NORTH, RANGE 12 EAST OF THE FIFTH PRINCIPAL MERIDIAN, WITHIN THE COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN at the most easterly corner of Lot 1 of the Jackson North Industrial Park Subdivision, Phase 1, said plat being recorded in Document 2014-02837, South 64°46'04" East, 476.81 feet, to the most easterly corner of Liberty Energy (Midstates) Corp tract, as conveyed in Document 2013-01838; thence leaving said easterly corner and along the west right of way line of U.S. Highway 61, along the arc of a non-tangent curve concave to the northwest having a radius of 3085.22 feet, a distance of 360.84 feet (the chord across said arc bears South 36°58'15" West, 360.64 feet); thence along an offset in said west right of way, North 49°40'43" West, 10.00 feet; thence continuing along said west right of way, along the arc of a curve to the right having a radius of 3075.22 feet, a distance of 217.46 feet (the chord across said arc bears South 42°20'50" West, 217.42 feet); thence South 44°22'23" West, 525.25 feet to a point on the most easterly corner of lot 73 of Terrace Park Estates, said plat being recorded in Document 2006-06668, thence North 48°46'04" West, 520.15 feet; thence North 45°39'09" East, 972.22 feet; thence South 64°46'04" East, 3.22 feet to the place of beginning and containing 12.00 acres, more or less, and being subject to any easements of record.

RECORD PLAT FOR STRODER'S INDUSTRIAL PARK SUBDIVISION

ALL OF THAT PART OF FRACTIONAL SECTION 1, TOWNSHIP 31 NORTH, RANGE 12 EAST OF THE FIFTH PRINCIPAL MERIDIAN, BEING IN PART WITHIN THE CITY OF JACKSON, COUNTY OF CAPE GIRARDEAU, AND ALL OF THAT PART OF FRACTIONAL SECTION 36, TOWNSHIP 32 NORTH, RANGE 12 EAST OF THE FIFTH PRINCIPAL MERIDIAN, WITHIN THE COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI.

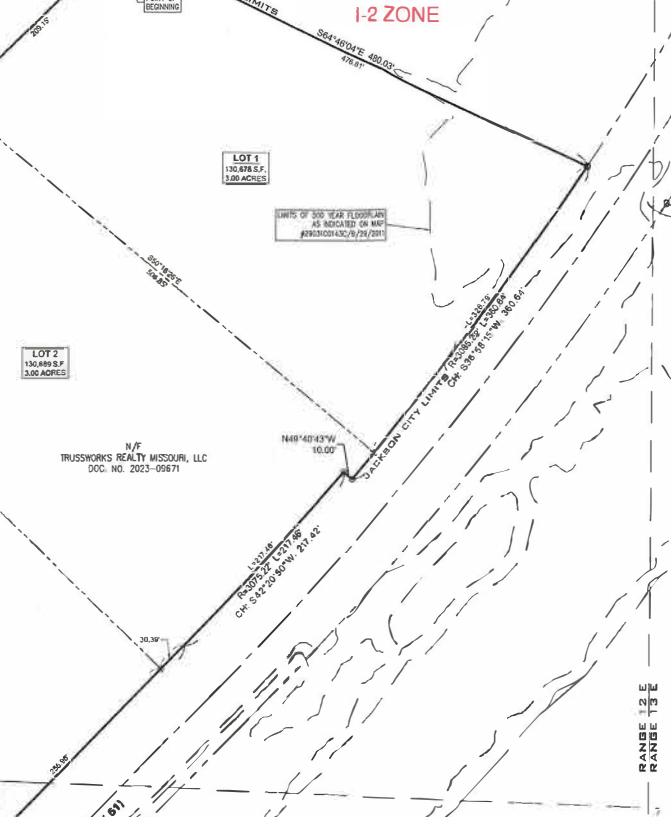


NORTH ORIENTATION FROM MISSOURI STATE PLANE COORDINATE SYSTEM

N/F TRUSSWORKS REALTY MISSOURI, LLC
DOC. NO. 2023-09671

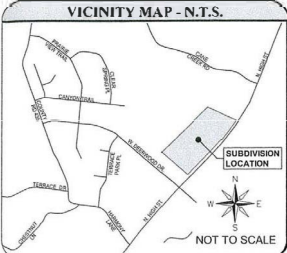
BRS LLC
DOC. NO. 2021-09965

N/F LIBERTY ENERGY (MIDSTATES) CORP.
DOC. 2013-01832



THIS SURVEY OF A TRACT OF URBAN PROPERTY WAS PERFORMED IN ACCORDANCE WITH THE CURRENT NATIONAL STANDARD MAP COMPARABILITY PANEL, NO. 200310133C WITH AN EFFECTIVE DATE OF SEPTEMBER 28, 2011.

LEGEND	
	FOUND IRON ROD
	SET IRON ROD
	UTILITY POLE
	SUBDIVISION BOUNDARY LINE
	NEW LOT LINE
	EXTERNAL PROPERTY LINE
	RIGHT-OF-WAY LINE
	CENTERLINE
	CITY LIMITS LINE



SUBDIVISION NOTES

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

ZONING REGULATIONS
R-2 - SINGLE FAMILY RESIDENTIAL DISTRICT

SETBACKS
FRONT: ON EACH LOT UPON WHICH A BUILDING IS CONSTRUCTED THERE SHALL BE A FRONT YARD OF NOT LESS THAN TWENTY (20) FEET AND NOT MORE THAN FIFTY (50) FEET, EXCEPT WHERE A SIDE OR REAR YARD IS ESTABLISHED BY SUBDIVISION PLAT THE FRONT YARD SHALL BE NOT LESS THAN THE SETBACK ESTABLISHED ON THE PLAT AND NOT MORE THAN TEN (10) FEET GREATER THAN THAT SETBACK.

REAR
REAR: EVERY LOT OR PARCEL OF LAND UPON WHICH A BUILDING IS CONSTRUCTED SHALL HAVE A REAR YARD OF NOT LESS THAN TWENTY (20) FEET.

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

MAXIMUM HEIGHT
THIRTY-FIVE (35) FEET AND NOT OVER TWO AND ONE-HALF (2 1/2) STORES ABOVE GRADE.

MINIMUM LOT AREA
DETACHED SINGLE-FAMILY DWELLINGS SHALL BE ON A LOT HAVING AN AREA OF NOT LESS THAN EIGHT THOUSAND (8000) SQUARE FEET AND A WIDTH AT THE FRONT LOT LINE OF NOT LESS THAN SEVENTY-FIVE (75) FEET.

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

OWNER AND DEVELOPER OF PROPOSED SUBDIVISION AND PLAT PREPARED FOR:
MR. STEVE L. STRODER
2270 GREENSERRY ROAD
JACKSON, MISSOURI 64504

LOT SIZES
TOTAL NUMBER OF PLOTS: 4 PLOTS
LARGEST LOT AREA: 10689 SF (3.00 ACRES)
SMALLEST LOT AREA: 13068 SF (3.00 ACRES)
TOTAL SUBDIVISION AREA: 52728 SF (130 ACRES)

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

FLOODPLAIN NOTE
NO PORTION OF THE PROPERTY FALLS WITHIN THE 100 YEAR FLOODPLAIN AS INDICATED ON THE FLOOD INSURANCE RATE MAP COMPARABILITY PANEL, NO. 200310133C WITH AN EFFECTIVE DATE OF SEPTEMBER 28, 2011.

PLAT PREPARED BY & SURVEYING SERVICES PROVIDED BY:
KOEHLER ENGINEERING AND LAND SURVEYING, INC.
18 CORKER LANE, CAPE GIRARDEAU, MO 63701
(573) 335-3028

SUBDIVISION DEDICATION

THE UNDERSIGNED MR. STEVE L. STRODER, PRESIDENT OF TRUSSWORKS REALTY MISSOURI, LLC, OWNER AND DEVELOPER OF THE SUBDIVISION, CONTAINING 12.00 ACRES, MORE OR LESS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
ALL OF THAT PART OF FRACTIONAL SECTION 1, TOWNSHIP 31 NORTH, RANGE 12 EAST OF THE FIFTH PRINCIPAL MERIDIAN, BEING IN PART WITHIN THE CITY OF JACKSON, COUNTY OF CAPE GIRARDEAU, AND PART WITHIN THE COUNTY OF CAPE GIRARDEAU, AND ALL OF THAT PART OF FRACTIONAL SECTION 36, TOWNSHIP 32 NORTH, RANGE 12 EAST OF THE FIFTH PRINCIPAL MERIDIAN, WITHIN THE COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEFORE ME the most worthy corner of lot of the Jackson North Industrial Park 5, Jackson, Phase 1, 199 (8th) being reported in subdivision 2023-03233, shall be known as "Lot 1, 130,689 S.F., 3.00 ACRES, 100' x 450' 0\"

MR. STEVE L. STRODER, PRESIDENT

STATE OF MISSOURI)
COUNTY OF CAPE GIRARDEAU) SS

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

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

MY COMMISSION EXPIRES _____

NOTARY PUBLIC: _____

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

BY ORDINANCE NO. _____ PASSED _____

AND APPROVED THIS ____ DAY OF _____, A.D. 20____.

LISA WALKER, CITY CLERK

JANET SANDERS, PUBLIC WORKS DIRECTOR

HARRY ORYER, PLANNING AND ZONING COMMISSION CHAIRMAN

DWAYNE HAYS, MAYOR

STATE OF MISSOURI)
COUNTY OF CAPE GIRARDEAU) SS

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

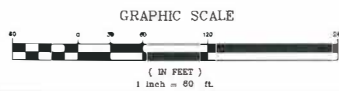
ON THIS ____ DAY OF _____, A.D. 20____.

ANDREW WOOD BLATHER, RECORDER OF DEEDS OF CAPE GIRARDEAU COUNTY, MISSOURI

KOEHLER
Professional Engineers & Land Surveyors

194 Coker Lane
Cape Girardeau, Missouri 63701
Ph: (573) 335-3026 Fax: (573) 335-3049
M.O. P.L.S. Corp. Certificate #000202

DRAWN BY:	DATE:	REV DATE:	DESCRIPTION:	INITIALS:
SURAN BOGGS				
CHECKED BY:	D. STRODER	11/14/24	ADDRESS CITY REVIEW COMMENTS	SD
DRAWING DATE:	JANUARY 3, 2024			
DRAWING NO.:	2010			



BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 3 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSOURI, RELATIVE TO PURCHASING PROCEDURE; 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 3, Article VII, of the Code of Ordinances of the City of Jackson, Missouri, is hereby amended to read as follows:

“Sec. 3-309. Purchasing procedure.

- (4) *Competitive bidding.* When the city negotiates any purchase or other contract, there shall be provided ample opportunity for competitive bidding in the following manner:
 - a. If the consideration is more than one thousand dollars (\$1,000.00) but less than five thousand dollars (\$5,000.00), the appropriate authority shall obtain at least three (3) quotations from qualified vendors for the materials, supplies, equipment or contractual services to be purchased. The quotations may be obtained orally and the award for the purchase shall be given to the responsible entity with proper qualifications submitting the lowest quote.
 - b. If the consideration is more than five thousand dollars (\$5,000.00) but less than, or equal to, twenty thousand dollars (\$20,000), the appropriate authority shall solicit at least three (3) written quotations for the materials, supplies, equipment or contractual services to be purchased. The quotation shall be in written form and the award for the purchase shall be given to the responsible entity with proper qualifications submitting the lowest quote.
 - c. If the consideration is more than twenty thousand dollars (\$20,000), the appropriate authority shall solicit sealed bids for the materials, supplies, equipment or contractual services to be purchased. Appropriate notices inviting such bids shall be published once in at least one (1) official newspaper of the city unless additional publications are required by other partnering agencies where regulations

would require otherwise. The award for the purchase shall be given to the responsible entity with proper qualifications submitting the lowest bid.

- d. In the event of extreme emergencies such as natural disaster, these rules may be suspended by the city administrator with the consent of the mayor, provided, however, that at the earliest possible time and in no event later than the next regularly scheduled meeting of the board of aldermen, the city administrator shall fully inform the board of aldermen of all transactions done during the suspension of these rules.
- e. Design-build projects as authorized by the statutes of the State of Missouri may be utilized as set forth in the Missouri statutes.

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 _____, 2024, by a vote of _____ ayes, _____ nays, _____ abstentions and _____ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk