



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Tuesday, January 02, 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 December 18, 2024.

FINANCIAL AFFAIRS

3. Motion approving payment of the semimonthly bills.

ACTION ITEMS

Power, Light, and Water Committee

4. Motion authorizing the City staff to prepare an application on behalf of the City of Jackson, Missouri, requesting a Special Use Permit 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.
5. Motion accepting the quote of Axon Enterprise, Inc., of Scottsdale, Arizona, in the amount of \$26,702.62 per year for five years, and authorizing the purchase of equipment and services to provide body worn cameras for the Police Department.
6. Bill proposing an Ordinance authorizing a contractual agreement with Axon Enterprise, Inc., relative to the purchase of equipment and services to provide body worn cameras for the Police Department.
7. Bill proposing an Ordinance authorizing the Mayor to sign Depository Agreements with Commerce Bank, First Midwest Bank, First Missouri State Bank, The Bank of Missouri, US Bank, and Wood & Huston Bank.

Street, Sewer, and Cemetery Committee

8. Motion approving an addendum to the contractual agreement with Houseal Lavigne Associates, LLC, of Chicago, Illinois, relative to a time extension for the 2022 Jackson Comprehensive Plan Update.

- [9.](#) Motion approving the Preliminary Plat of Old Orchard Town Homes Subdivision, as submitted by Fruitland Investments, LLC, and Lydon Properties, LLC.
- [10.](#) Bill proposing an Ordinance approving the Final Plat of Good Day Farm Subdivision, as submitted by Jackson Boulevard Holdings, LLC.
- [11.](#) Motion accepting the bid of Fronabarger Concreters, Inc., of Oak Ridge, Missouri, in the amount of \$154,778.50, relative to the Civic Center Pavilion & Playground Grading and Site Work Project.
- [12.](#) Bill proposing an Ordinance authorizing a contractual agreement with Fronabarger Concreters, Inc., relative to the Civic Center Pavilion & Playground Grading and Site Work Project.

NON-AGENDA CITIZEN INPUT

INFORMATION ITEMS

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

EXECUTIVE SESSION

Due to a lack of items, an executive session is not anticipated.

ADJOURN

Posted on 12/29/2023 at 4:00 PM.



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, December 18, 2023 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

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

Public Hearing to Discuss the City of)
Jackson's Submission of an Application)
for the Fiscal Year 2023 CDBG Program)

Now comes forth a Public Hearing to discuss the City of Jackson's submission of an application for the Fiscal Year 2023 Community Development Block Grant (CDBG) Program for public infrastructure improvements in the Jackson North Industrial Park.

Now comes forth Lydia Keller, of the SEMO Regional Planning Commission, to provide a report and to state that the public hearing is a standard formality for the application process.

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

No one speaks at the Public Hearing.

The Public Hearing is now closed by Mayor Hahs.

Public Hearing to the Proposed 2024)
City of Jackson Annual Budget)

Now comes forth a Public Hearing to consider the proposed 2024 City of Jackson Annual Budget, which also includes proposed sewer utility service rate adjustments and other utility service rate adjustments.

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

Now comes forth Judy Holmes, of 221 North Bast Street, to question the proposed utility rate increase.

Now comes forth City Administrator James Roach and IT Director Joan Evans to clarify that the increase applies only to the minimum charge and not the charges per usage.

The Public Hearing is now closed by Mayor Hahs.

Motion to Approve the Minutes of the)
December 4, 2023, Regular Board)
Meeting)



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, December 18, 2023 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

Motion made by Alderwoman Liley, seconded by Alderman Hitt, to approve the minutes of the preceding Regular Board Meeting of Monday, December 4, 2023. Ayes-8; Nays-0; Absent-0.


Motion to Approve Bills of December,)
2023)

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

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

Motion made by Alderwoman Young, seconded by Alderman Seabaugh, to approve the City Collector's Electric, Water & Sewer, Taxes & Licenses, and Refuse Report for November, 2023. Ayes-8; Nays-0; Absent-0.

CITY COLLECTOR'S REPORT FOR NOVEMBER 2023

DESCRIPTION	ELECTRIC FUND	WATER FUND	WASTEWATER FUND	LANDFILL FUND	GEN. REV. FUND	TOTAL
Service Charges (includes internal transfers)	1,242,436.20	284,173.90	222,270.43	62,158.90	-	1,811,039.43
Penalties	5,484.85	1,555.25	1,236.06	328.55	-	8,604.71
Sales Tax	34,628.35	8,416.56	-	-	-	43,044.91
Disconnect Fees	300.00	-	-	-	-	300.00
Returned Transaction Fees	600.00	-	-	-	-	600.00
Customer Relocation Fees	-	-	-	-	250.00	250.00
Trash Stickers	-	-	-	1,445.00	-	1,445.00
UTILITY COLLECTIONS	1,283,449.40	294,145.71	223,506.49	63,932.45	250.00	1,865,284.05
Adjustments - Services	-	-	-	-	-	-
Adjustments - Penalties	-	-	-	-	-	-
Adjustments - Taxes	-	-	-	-	-	-
Adjustments - Service Fees	-	-	-	-	-	-
NET UTILITY COLLECTIONS	1,283,449.40	294,145.71	223,506.49	63,932.45	250.00	1,865,284.05
Business/Contractor Licenses	-	-	-	-	295.00	295.00
Event Fees/Misc. Charges	-	-	-	-	-	-
NON-UTILITY COLLECTIONS	-	-	-	-	295.00	295.00
Misc. Adjustments	-	-	-	-	-	-
Interest on Collector's bank account	-	-	-	-	-	853.57
Cash in bank	-	-	-	-	-	1,866,432.62
Missouri Sales Tax payment	(34,628.35)	(8,416.56)	-	-	-	(43,044.91)
TO CITY TREASURER					\$	1,823,387.71
Respectfully Submitted,						
						
City Collector						



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

Motion made by Alderman Seabaugh, seconded by Alderwoman Williams, to approve the City Clerk's and City Treasurer's Reports for November, 2023. The City Clerk's Report is as follows: Electric Receipts – \$1,292.21; Cemetery Receipts – \$10,975.00; Water Receipts – \$345.00; Wastewater Receipts – \$0.00; General Revenue Receipts – \$64,639.57; Park Receipts – \$1,160.00; Trust & Agency Receipts – \$0.00; Park Foundation Receipts – \$1,307.11; Recreational Development Receipts – \$6,930.00; Landfill Receipts – \$1,548.27; Recreation Sales Tax Receipts – \$9,838.00; Health Insurance - \$1,177.00; Stormwater Maintenance Receipts – \$11.04; and Transportation Sales Tax Receipts – \$1,337.50. The Water & Light Deposit balance as of November 1, 2023 – \$279,076.72; Deposits – \$9,395.80; Refunds – \$9,489.72; balance as of November 30, 2023 – \$278,982.80. Ayes-8; Nays-0; Absent-0.

CITY TREASURER'S REPORT FOR NOVEMBER, 2023

FUND	FUND BALANCES 11-01-2023	RECEIPTS	TRANSFER OF FUNDS	DISBURSEMENTS	FUND BALANCES 11-30-2023	INVESTMENTS	CASH BALANCE 11-30-2023
ELECTRIC FUND							
Operation & Maintenance	-	1,286,838.16	(175,171.29)	1,111,666.87	-	-	-
Electric Surplus	3,338,750.35	-	152,866.30	12,676.40	3,478,940.25	2,177,834.40	1,301,105.85
Electric Capital Projects Fund	4,191,093.29	-	-	147,960.60	4,043,132.69	4,000,000.00	43,132.69
General Revenue	2,144,151.52	82,619.99	(304,961.66)	695,657.24	1,226,152.61	1,200,000.00	26,152.61
Landfill Fund	590,363.82	65,510.79	(7,669.36)	39,559.27	608,645.98	525,000.00	83,645.98
City Park Fund	73,227.40	1,851.47	(6,158.17)	50,010.23	18,910.47	-	18,910.47
Public Park Foundation Fund	141,958.65	1,307.11	-	1,164.92	142,100.84	140,000.00	2,100.84
Cemetery Fund	886,534.95	11,400.76	(5,115.07)	11,340.48	881,480.16	870,000.00	11,480.16
Band Fund	-	425.76	-	425.76	-	-	-
Stormwater Maintenance Fund	292,234.33	11.04	-	-	292,245.37	266,000.00	26,245.37
ARPA Fund	2,630,893.59	19,776.60	-	175,550.24	2,475,119.95	2,475,000.00	119.95
Road Use Tax Fund	840,477.61	73,976.54	210,833.34	35,386.00	1,089,901.49	684,000.00	405,901.49
Sales Tax Fund	2,184,962.39	244,565.58	-	4,480.00	2,425,047.97	2,034,336.79	390,711.18
Fire Protection Sales Tax Fund	62,481.99	54,468.04	-	-	116,950.03	-	116,950.03
Recreation Sales Tax	189,060.18	64,306.05	(1,932.55)	25,969.21	225,464.47	50,000.00	175,464.47
Public Safety Sales Tax	119,179.05	108,935.82	-	-	228,114.87	-	228,114.87
Trust and Agency Fund	1,103,467.54	12,666.97	15,221.95	22,953.57	1,108,402.89	1,080,000.00	28,402.89
Recreational Development	6,513.45	6,930.00	1,115.00	5,986.19	8,572.26	-	8,572.26
Transportation Sales Tax	589,458.12	114,659.91	-	56,866.70	647,251.33	300,000.00	347,251.33
I-55 Corridor Special Alloc.	1,262.55	-	-	-	1,262.55	-	1,262.55
Capital Projects Construction	2,036,528.43	1,574.44	-	66,002.50	1,972,100.37	1,850,000.00	122,100.37
Economic Development Reserve	1,000,000.00	6,598.78	-	-	1,006,598.78	1,000,000.00	6,598.78
CDBG Grant Fund	-	-	-	-	-	-	-
Health Insurance Fund	1,051,327.60	1,980.30	142,648.52	165,204.21	1,030,752.21	800,000.00	230,752.21
Inmate Security Fund	16,395.62	88.50	-	-	16,484.12	-	16,484.12
Equitable Sharing Fund	3,617.07	-	-	-	3,617.07	-	3,617.07
WATER & SEWER FUND							
Water Operation & Maint.	-	347,047.94	(261,606.37)	85,441.57	-	-	-
Water Replacement	756,540.50	-	-	-	756,540.50	725,000.00	31,540.50
Water & Sewer Revenue Bond	188,026.94	-	-	-	188,026.94	175,000.00	13,026.94
Water & Sewer Deprec. Res.	30,000.00	-	-	-	30,000.00	30,000.00	-
Water & Sewer Bond Reserve	50,000.00	-	-	-	50,000.00	50,000.00	-
Water & Sewer Contingent	30,000.00	-	-	-	30,000.00	30,000.00	-
Water & Sewer Surplus	10,103,844.00	350.00	347,913.46	681,916.74	9,770,190.72	9,217,312.65	552,878.07
Wastewater Operation & Maint.	-	233,640.45	(108,784.10)	124,856.35	-	-	-
Wastewater Replacement	1,070,930.74	-	-	1,895.30	1,069,035.44	1,053,927.24	15,108.20
W & S Construction Fund	4,104,972.03	-	800.00	800.00	4,104,972.03	200,000.00	3,904,972.03
TOTALS	39,828,253.71	2,741,531.00	-	3,523,770.35	39,046,014.36	30,933,411.08	8,112,603.28
Respectfully Submitted,							
Liza Walker, City Clerk/Treasurer (signed)							
					Cash on Hand		1,475.00
					General Account		6,284,123.50
					Collectors Account		1,823,387.71
					Equitable Sharing Fund		3,617.07
					TOTAL		8,112,603.28



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MINUTES



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MINUTES

Motion to Change the Date of the Mayor)
& Board of Aldermen Regular Meeting)
and Study Session, in Observance of)
the Presidents' Day Holiday)

Motion made by Alderman Reiminger, seconded by Alderman Seabaugh, to change the date of the Mayor & Board of Aldermen Regular Meeting and Study Session from Monday, February 19, 2024, to Tuesday, February 20, 2024, at 6:00 p.m., in observance of the Presidents' Day holiday. Ayes-8; Nays-0; Absent-0.

Motion to Extend a Contractual)
Agreement with the Jackson Area)
Chamber of Commerce for Two Years,)
Relative to Providing Services)

Motion made by Alderman Reiminger, seconded by Alderwoman Williams, to extend a contractual agreement with the Jackson Area Chamber of Commerce for two years, per existing contract terms, relative to providing services. Ayes-8; Nays-0; Absent-0.

Motion to Extend a Contractual)
Agreement with the Jackson Area)
Chamber of Commerce for One Year,)
Relative to the Position of Director of)
Retail Development)

Motion made by Alderman Reiminger, seconded by Alderman Sander, to extend a contractual agreement with the Jackson Area Chamber of Commerce for one year, per existing contract terms, relative to the position of Director of Retail Development. Ayes-8; Nays-0; Absent-0.

Motion to Extend a Contractual)
Agreement with SEMO Redi for One)
Year, Relative to the Solicitation of)
Business, Industry, and Commerce)

Motion made by Alderman Reiminger, seconded by Alderman Seabaugh, to extend a contractual agreement with SEMO Redi for one year, per existing contract terms, relative to the solicitation of business, industry, and commerce. Ayes-8; Nays-0; Absent-0.

Motion to Approve the Appointment of)
Mayor Dwain Hahs to serve as the)
City's Representative on the SEMO)
Redi Board of Directors)

Motion made by Alderman Reiminger, seconded by Alderwoman Williams, to approve the appointment of Mayor Dwain Hahs to serve as the City's representative on the SEMO Redi Board of Directors, for a one-year term, beginning January, 2024. Ayes-8; Nays-0; Absent-0.

Motion to Approve the 2024 City of)
Jackson Solid Waste, Sewer, Water,)
and Electric Utility Service Rate)
Schedules)

Motion made by Alderman Reiminger, seconded by Alderman Sander, to approve the 2024 City of Jackson solid waste, sewer, water, and electric utility service rate schedule. Ayes-8; Nays-0; Absent-0.



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Monday, December 18, 2023 at 6:00 PM

Board Chambers, City Hall, 101 Court St.

MINUTES

Ordinance No. 23-98 Re: To Approve)
 the 2024 City of Jackson Annual Budget)

The matter of approving the 2024 City of Jackson Annual Budget, came on for consideration. Alderman Reiminger introduced Bill No. 23-100, being for an ordinance entitled as follows:

AN ORDINANCE APPROVING THE 2024 BUDGET AS AMENDED, FOR THE CITY OF JACKSON, MISSOURI, AS MADE AND PROVIDED IN SECTION 67.010, ET SEQ, RSMO.

On a motion made by Alderman Reiminger, seconded by Alderman Seabaugh, Bill No. 23-100 was placed on its first reading and was read by title, considered and discussed and was duly passed by unanimous vote. On a motion by Alderman Reiminger, seconded by Alderman Seabaugh, Bill No. 23-100 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed, and the Bill was then duly numbered Ordinance No. 23-98 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Hitt-aye; Alderwoman Williams-aye; Alderwoman Young-aye; Alderman Baker-aye; Alderman Sander-aye; Alderman Reiminger-aye; Alderman Seabaugh-aye; and Alderwoman Liley-aye.

BILL NO. 23-100

ORDINANCE NO. 23-98

AN ORDINANCE APPROVING THE 2024 BUDGET AS AMENDED, FOR THE CITY OF JACKSON, MISSOURI, AS MADE AND PROVIDED IN SECTION 67.010, ET SEQ, RSMO.

WHEREAS, the Budget Officer of the City of Jackson, Missouri, has heretofore presented to the Mayor and Board of Aldermen, a proposed budget for the City of Jackson, Missouri, and

WHEREAS, the Mayor and Board of Aldermen of the City of Jackson, Missouri, after due consideration of said proposed budget, deem certain amendments necessary thereto; and

WHEREAS, the Budget Officer of the City of Jackson, Missouri, has heretofore presented to the Mayor and Board of Aldermen, an amended budget for the 2024 calendar year of the City of Jackson, Missouri, and

WHEREAS, the Mayor and Board of Aldermen of the City of Jackson, Missouri, being mindful of the requirements of Section 67.010, et seq., RSMo, deem it desirable to approve said budget by ordinance.

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 hereby amend the 2024 proposed budget as submitted by the city budget officer and as heretofore amended by the Mayor and Board of Aldermen of the City of Jackson, Missouri.



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Section 2. That in accordance with Section 37.030, the Mayor and Board of Aldermen are mindful of the limitations on amendment of the budget for the calendar year 2024 as made and provided in said section.

Section 3. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, have approved the amended budget for the year 2024 for the City of Jackson, Missouri, being mindful of the provisions of Section 67.010, RSMo., and that said section requires that any changes in expenditures set forth in this approved budget can only be effectuated upon showing that said increase in expenditures is necessary and proper, and that said increase in expenditures be approved by formal ordinance of the Mayor and Board of Aldermen of the City of Jackson, Missouri.

Section 4. That attached hereto, marked Exhibit A, and incorporated herein as if fully set forth in the amended budget for the calendar year 2024, for the City of Jackson, Missouri, as amended heretofore by the Mayor and Board of Aldermen.

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

FIRST READING: December 18, 2023.

SECOND READING: December 18, 2023.

PASSED AND APPROVED this 18th day of December, 2023, by a vote of 8 ayes, 0 nays, 0 abstentions and 0 absent.

(SEAL) CITY OF JACKSON, MISSOURI
ATTEST: By: Dwain L. Hahs (signed)
Mayor
Liza Walker (signed)
City Clerk

Ordinance No. 23-99 Re: To Approve)
the 2024 City of Jackson Employee)
Compensation Plan)

The matter of approving the 2024 City of Jackson Employee Compensation Plan, came on for consideration. Alderman Reiminger introduced Bill No. 23-101, being for an ordinance entitled as follows:

AN ORDINANCE AMENDING PAY PLAN, HEREINAFTER KNOWN AS “WAGE AND SALARY ADMINISTRATION PLAN” FOR THE CITY OF JACKSON, MISSOURI, FOR OFFICERS AND EMPLOYEES OF THE CITY; ESTABLISHING



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MINUTES

MEANS AND METHOD OF ADMINISTRATION PLAN; AND ESTABLISHING THE CITY PAY PLAN FOR THE FISCAL YEAR 2024

On a motion made by Alderman Reiminger, seconded by Alderwoman Williams, Bill No. 23-101 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. 23-101 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed, and the Bill was then duly numbered Ordinance No. 23-99 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderwoman Liley-aye; Alderman Sander-aye; Alderwoman Young-aye; Alderman Baker-aye; Alderman Reiminger-aye; Alderman Seabaugh-aye; Alderman Hitt-aye; and Alderwoman Williams-aye.

BILL NO. 23-101

ORDINANCE NO. 23-99

AN ORDINANCE AMENDING PAY PLAN, HEREINAFTER KNOWN AS “WAGE AND SALARY ADMINISTRATION PLAN” FOR THE CITY OF JACKSON, MISSOURI, FOR OFFICERS AND EMPLOYEES OF THE CITY; ESTABLISHING MEANS AND METHOD OF ADMINISTRATION PLAN; AND ESTABLISHING THE CITY PAY PLAN FOR THE FISCAL YEAR 2024

WHEREAS, the City Administrator for the City of Jackson, Missouri, with the advice and assistance of a private consultant and his staff have previously proposed to the City, an amended pay plan to provide for equitable advancement, credit for time in service, establishing procedures for administration of same, establishing procedures for advancement, and adjusting overall current wage levels of the city employees; and

WHEREAS, the City Administrator and consultant have previously established a method of classification of all job positions in the City and providing job descriptions and physical and educational requirements therefore; and,

WHEREAS, the City Administrator and consultant have previously designed a method for equitable implementation of same;

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

Section 1. That in accordance with the provision of Section 3-100 of the Code of Ordinances of the City of Jackson, Missouri, an amended pay plan is here, readopted and the same is marked Exhibit A and is attached hereto and incorporated herein by reference.

Section 2. That in accordance with Section 3-100, the City Clerk shall keep on file and have available for public inspection during regular business hours the “Wage and Salary Administration Plan”.



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Section 3. That the "Wage and Salary Administration Plan Employees Compensation Guidelines" previously developed by the staff and staff consultant, marked Exhibit B and incorporated herein, are hereby adopted by the City of Jackson, Missouri, and shall be available in the office of the City Clerk as provided in Sec. 3-100 of the Code of Ordinances.

Section 4. That in accordance with Section 3-100 of the Code of Ordinances of the City of Jackson, Missouri, Chapter 67 of the Revised Statutes of Missouri and the City's "Wage and Salary Administration Plan", the Board of Aldermen hereby adopt as the official pay plan for the 2024 fiscal year the plan set forth in the revised "2024 Pay Plan for the City of Jackson, Missouri", which is attached hereto, marked Exhibit C and incorporated herein.

Section 5. That this Ordinance shall take effect and be in force and effect from and after its passage and approval and the accompanying "2024 Pay Plan for City of Jackson" shall be effective the 1st day of January, 2024.

FIRST READING: December 18, 2023.

SECOND READING: December 18, 2023.

PASSED AND APPROVED this 18th day of December, 2023, by a vote of 8 ayes, 0 nays, 0 abstentions and 0 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
Mayor

ATTEST:

Liza Walker (signed)
City Clerk

Motion to Approve Change Order No. 1)
to Steve's Hauling & Excavating, LLC, of)
Oak Ridge, Missouri, relative to the Old)
Cape Road East Culvert Replacement)
Project)

Motion made by Alderwoman Liley, seconded by Alderman Baker, to approve Change Order No. 1, in the amount of \$2,611.88, to Steve's Hauling & Excavating, LLC, of Oak Ridge, Missouri, relative to the Old Cape Road East Culvert Replacement Project. Ayes-8; Nays-0; Absent-0.

Motion to Approve Change Order No. 2)
to Herzog Excavating & Demolition, LLC)
of Perryville, Missouri, Relative to the)
Disposal of Stockpiled Brush Program)



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Motion made by Alderwoman Liley, seconded by Alderman Hitt, to approve Change Order No. 2, in the amount of \$10,500.00, to Herzog Excavating & Demolition, LLC, of Perryville, Missouri, relative to the Disposal of Stockpiled Brush Program. Ayes-8; Nays-0; Absent-0.

Motion to Set a Public Hearing for)
Tuesday, January 16, 2024, to Consider)
a Text Amendment to Chapter 65 of the)
Code of Ordinances, Relative to Tow)
Companies)

Motion made by Alderwoman Liley, seconded by Alderwoman Young, to set a Public Hearing for Tuesday, January 16, 2024, at 6:00 p.m., to consider a text amendment to Chapter 65 (Zoning) of the Code of Ordinances, relative to tow companies. Ayes-8; Nays-0; Absent-0.

Motion to Accept a Park Memorial &)
Donation Form, from Midwest)
Sterilization Corporation, Inc., of)
Jackson, Missouri, for Improvements at)
the Litz Park Pavilion and Restroom)
Building Project)

Motion made by Alderwoman Liley, seconded by Alderman Baker, to accept a Park Memorial & Donation Form, in the amount of \$30,000.00, from Midwest Sterilization Corporation, Inc., of Jackson, Missouri, for improvements at the Litz Park Pavilion and Restroom Building Project. Ayes-8; Nays-0; Absent-0.

Motion to Accept a Park Memorial &)
Donation Form, from Midwest)
Sterilization Corporation, Inc., of)
Jackson, Missouri, for Improvements at)
the Jackson Civic Center Pavilion)
Project)

Motion made by Alderwoman Liley, seconded by Alderman Hitt, to accept a Park Memorial & Donation Form, in the amount of \$110,000.00, from Midwest Sterilization Corporation, Inc., of Jackson, Missouri, for improvements at the Jackson Civic Center Pavilion Project. Ayes-8; Nays-0; Absent-0.

Motion to Accept the Bid of Mark Sander)
Construction Company, LLC, of Benton,)
Missouri, Relative to the Civic Center)
Pavilion Project)

Motion made by Alderwoman Liley, seconded by Alderwoman Young, to accept the bid of Mark Sander Construction Company, LLC, of Benton Missouri, in the amount of \$32,335.00, relative to the Civic Center Pavilion Project. Ayes-8; Nays-0; Absent-0.

Ordinance No. 23-100 Re: To Authorize)
a Contractual Agreement with Mark)
Sander Construction Company, LLC, of)
Benton, Missouri, Relative to the Civic)
Center Pavilion Project)

The matter of authorizing a contractual agreement with Mark Sander Construction Company, LLC, of Benton, Missouri, relative to the Civic Center Pavilion Project, came on for



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consideration. Alderwoman Liley introduced Bill No. 23-102, 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 *MARK SANDER CONSTRUCTION COMPANY, LLC, OF BENTON, MISSOURI*, RELATIVE TO THE *CIVIC CENTER PAVILION PROJECT*; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

On a motion made by Alderwoman Liley, seconded by Alderman Baker, Bill No. 23-102 was placed on its first reading and was read by title, considered and discussed and was duly passed by unanimous vote. On a motion by Alderwoman Liley, seconded by Alderman Baker, Bill No. 23-102 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed, and the Bill was then duly numbered Ordinance No. 23-100 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Baker-aye; Alderwoman Young-aye; Alderwoman Liley-aye; Alderman Sander-aye; Alderman Reiminger-aye; Alderman Seabaugh-aye; Alderman Hitt-aye; and Alderwoman Williams-aye.

BILL NO. 23-102

ORDINANCE NO. 23-100

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *MARK SANDER CONSTRUCTION COMPANY, LLC, OF BENTON, MISSOURI*, RELATIVE TO THE *CIVIC CENTER PAVILION 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 **Mark Sander Construction Company, LLC, of Benton, 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.



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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: December 18, 2023.

SECOND READING: December 18, 2023.

PASSED AND APPROVED this 18th day of December, 2023, by a vote of 8 ayes, 0 nays, 0 abstentions and 0 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
Mayor

ATTEST:

Liza Walker (signed)
City Clerk

Resolution No. 2023-06: A Resolution)
to State the City of Jackson's Intent to)
Seek Funding through the Community)
Development Block Grant Program and)
to Authorize the Mayor to Pursue)
Activities in an Attempt to Secure)
Funding)

RESOLUTION NO. 2023-06

RESOLUTION

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF JACKSON, MISSOURI, STATING INTENT TO SEEK FUNDING THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, RELATIVE TO INFRASTRUCTURE IMPROVEMENTS AT THE JACKSON NORTH INDUSTRIAL PARK.

WHEREAS, the City of Jackson, Missouri, is applying for state assistance from the Missouri Department of Economic Development for the purpose of infrastructure improvements at the Jackson North Industrial Park; and



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WHEREAS, Title I of the Housing and Community Development Act of 1974 does state as its primary objective “the development of viable urban communities, by providing decent housing and suitable living environment and expanding economic opportunities principally for persons of low and moderate income”; and

WHEREAS, Title I does offer to communities the opportunity of monetary assistance in accomplishing its stated primary objectives; and

WHEREAS, The Missouri Department of Economic Development is designated to award Community Development Block Grant funding under Title I; and

WHEREAS, The City of Jackson, Missouri does have areas of need which may be addressed through the Community Development Block Grant Program.

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

1. The City of Jackson, Missouri desires to participate with the Missouri Department of Economic Development in the improvement of our community under the activities authorized pursuant to the Housing and Community Development Act of 1974.

2. Mayor Dwain L. Hahs, of the City of Jackson, Missouri, is authorized to sign the application for state assistance and any other official project documents that are necessary to obtain such assistance, including any applications, agreements, contracts, or other documents that are required by the State of Missouri.

3. The City of Jackson, Missouri is authorized to prepare and submit documents which are necessary in applying for funding and establishing an administrative organization to implement activities pursuant to the aforementioned act.

4. The City of Jackson, Missouri will dedicate \$94,747.00 of local cash funds and \$25,253.00 of in-kind (land donation) to be used in this project.

PASSED AND RESOLVED BY MAYOR AND BOARD OF ALDERMEN.

The undersigned hereby certifies that she is the duly authorized City Clerk and custodian of the books and records and seal of the City of Jackson, duly formed pursuant to the laws of the State of Missouri, and that the foregoing is a true record of a resolution duly adopted at a



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meeting of the Mayor and Board of Aldermen, that said meeting was held in accordance with state and local laws on December 18, 2023 and that the said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as City Clerk and have affixed the seal of the City of Jackson, Missouri, this 18th day of December, 2023, by a vote of 8 ayes, 0 nays, 0 abstentions, and 0 absent.

(SEAL) CITY OF JACKSON, MISSOURI
ATTEST: By: Dwain L. Hahs (signed)
Mayor
Liza Walker (signed)
City Clerk

Motion made by Alderwoman Liley, seconded by Alderman Hitt, to state the City of Jackson's intent to seek funding through the Community Development Block Grant Program and to authorize the Mayor to pursue activities in an attempt to secure funding. Ayes-8; Nays-0; Absent-0.

Ordinance No. 23-101 Re: To Authorize)
the Internal Transfer of \$120,000.00)
from the City of Jackson's Economic)
Development Reserve Fund to the)
Community Development Block Grant)
Fund, Relative to Infrastructure)
Improvements at the Jackson North)
Industrial Park)

The matter of authorizing the internal transfer of \$120,000.00 from the City of Jackson's Economic Development Reserve Fund to the Community Development Block Grant Fund, relative to infrastructure improvements at the Jackson North Industrial Park, came on for consideration. Alderwoman Liley introduced Bill No. 23-103, being for an ordinance entitled as follows:

AN ORDINANCE AUTHORIZING THE INTERNAL TRANSFER OF FUNDS FROM THE ECONOMIC DEVELOPMENT RESERVE FUND RELATIVE TO INFRASTRUCTURE IMPROVEMENTS.

On a motion made by Alderwoman Liley, seconded by Alderwoman Young, Bill No. 23-103 was placed on its first reading and was read by title, considered and discussed and was duly passed by unanimous vote. On a motion by Alderwoman Liley, seconded by Alderwoman Young, Bill No. 23-103 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed, and the Bill was then duly numbered Ordinance No. 23-101 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Reiminger-aye; Alderman Hitt-aye; Alderwoman Liley-aye; Alderwoman Young-aye; Alderman Baker-aye; Alderman Sander-aye; Alderman Seabaugh-aye; and Alderwoman Williams-aye.

BILL NO. 23-103

ORDINANCE NO. 23-101



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AN ORDINANCE AUTHORIZING THE INTERNAL TRANSFER OF FUNDS FROM THE ECONOMIC DEVELOPMENT RESERVE FUND RELATIVE TO INFRASTRUCTURE IMPROVEMENTS.

WHEREAS, Section 79.100 of the Missouri Revised Statutes grants the Mayor and Board of Aldermen the authority to care, manage and control city finances and to enact ordinances deemed expedient for the benefit of trade and commerce; and

WHEREAS, pursuant to said authority, the Mayor and Board of Aldermen of the City of Jackson, Missouri approved the establishment of a reserved fund titled the “Economic Development Reserve Fund” (the “Fund”); and

WHEREAS, said Bill and Ordinance establishing this Fund requires that any and all future expenditures from the Fund shall be by proper motion and ordinance approved by a majority of the duly elected Board Members; and

WHEREAS, the Mayor and Board of Aldermen conclude that an internal transfer from the Fund to the Community Development Block Grant Fund is necessary for improvement of infrastructure at the Jackson North Industrial Park and in doing so will benefit trade and commerce within the City.

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

Section 1. The Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the internal transfer of One Hundred Twenty Thousand Dollars (\$120,000.00) from the Fund to the Community Development Block Grant Fund for infrastructure improvements at the Jackson North Industrial Park.

Section 2. It is the belief of the Mayor and the Board of Aldermen that it is in the best interest of the citizens of the City of Jackson, Missouri for the transfer of said funds for the reasons herein stated.

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.



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

FIRST READING: December 18, 2023.

SECOND READING: December 18, 2023.

PASSED AND APPROVED this 18th day of December, 2023, by a vote of 8 ayes, 0 nays, 0 abstentions, and 0 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
Mayor

ATTEST:

Liza Walker (signed)
City Clerk

City Administrator James Roach)
Requests Closed Session)

Now comes forth City Administrator James Roach to request to proceed into closed session for two 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 6:27 P.M., to convene to the Study Session. Ayes-8; Nays-0; Absent-0.

.....

Returned to Open Session at 6:54 P.M., from Study Session.

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

Meeting concluded at 6:54 P.M. On a motion by Alderman Baker, seconded by Alderwoman Liley, it is ordered that the Board now convene into closed session for two 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: Alderman Reiminger-aye; Alderman Baker-aye; Alderwoman Young-aye; Alderman Seabaugh-aye; Alderman Sander-aye; Alderwoman Liley-aye; Alderman Hitt-aye; and Alderwoman Williams-aye. Ayes-8; Nays-0; Absent-0.

ATTEST:

Mayor

City Clerk

PUBLIC WORKS MEMORANDUM



City of Jackson

TO: Mayor and Board of Aldermen

CC: Jim Roach, City Administrator

FROM: George Harris, Staff Engineer

DATE: December 27, 2023

RE: Preparation of a Special Use Permit Application for mobile office and sleeping quarters for Fire Station No. 1 located at 525 South Hope Street

City staff would like to request that the Mayor and Board of Aldermen authorize staff to prepare a Special Use Permit Application on behalf of the City of Jackson, Missouri, for a mobile office and sleeping quarters unit in a C-3 (Central Business District) at Fire Station No. 1, located at 525 South Hope Street.



56' x 24'
Temp Housing

Text



Location Map
Special Use Permit for Fire Department Temporary Mobile Housing during Remodel of Fire Station No. 1



MEMO

To: Mayor and Board of Aldermen
From: Chief James Humphreys
Date: Thursday, December 14, 2023
Re: Body Worn Cameras Proposal/Contract

We are in need of a total upgrade of our body worn camera program. This year we have done our research, along with trial and testing, and have found what we believe are the best available cameras and software going today and what most law enforcement agencies are using on a national scale.

We are asking for your review of our proposal and hopefully your approval to for us to enter into a five-year contract with them starting in 2024. I have included the proposal for your review. We greatly appreciate your time and consideration on this crucial and important matter.

James M. Humphreys

Chief of Police



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International:
 +1.800.978.2737

Q-513207-45250.739JK

Issued: 11/20/2023

Quote Expiration: 12/08/2023

Estimated Contract Start Date:
 02/15/2024

Account Number: 113452

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Jackson Police Dept. - MO 202 W Jackson Blvd Jackson, MO 63755-2014 USA	Jackson Police Dept. - MO 202 W Jackson Blvd Jackson MO 63755-2014 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Joe Koestner Phone: (480) 515-6377 Email: jkoestner@axon.com Fax:	Alex Broch Phone: (573) 243-3151 Email: abroch@jacksonpd.org Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$133,513.12
ESTIMATED TOTAL W/ TAX	\$133,513.12

Discount Summary

Average Savings Per Year	\$2,263.40
TOTAL SAVINGS	\$11,317.00

Payment Summary

Date	Subtotal	Tax	Total
Jan 2024	\$26,702.64	\$0.00	\$26,702.64
Jan 2025	\$26,702.62	\$0.00	\$26,702.62
Jan 2026	\$26,702.62	\$0.00	\$26,702.62
Jan 2027	\$26,702.62	\$0.00	\$26,702.62
Jan 2028	\$26,702.62	\$0.00	\$26,702.62

Payment Summary

Date	Subtotal	Tax	Total
Total	\$133,513.12	\$0.00	\$133,513.12

Quote Unbundled Price: \$144,830.12
 Quote List Price: \$161,150.72
 Quote Subtotal: \$133,513.12

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	60	\$40.33	\$34.66	\$20.53	\$1,231.80	\$0.00	\$1,231.80
BWCamTAP	Body Worn Camera TAP Bundle	26	60	\$21.82	\$32.50	\$19.32	\$30,139.20	\$0.00	\$30,139.20
A la Carte Hardware									
H00001	AB4 Camera Bundle	26	60		\$849.00	\$11.87	\$18,521.10	\$0.00	\$18,521.10
H00002	AB4 Multi Bay Dock Bundle	1	60		\$1,638.90	\$27.04	\$1,622.51	\$0.00	\$1,622.51
H00001	AB4 Camera Bundle	2	60		\$863.11	\$25.42	\$3,049.98	\$0.00	\$3,049.98
A la Carte Software									
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	520	60		\$0.60	\$0.47	\$14,778.40	\$0.00	\$14,778.40
73680	RESPOND DEVICE PLUS LICENSE	26	60		\$19.00	\$19.00	\$29,640.00	\$0.00	\$29,640.00
BasicLicense	Basic License Bundle	26	60		\$16.27	\$16.25	\$25,350.00	\$0.00	\$25,350.00
ProLicense	Pro License Bundle	3	60		\$42.31	\$42.25	\$7,605.00	\$0.00	\$7,605.00
A la Carte Services									
80146	VIRTUAL BODYCAM STARTER	1			\$1,575.00	\$1,575.13	\$1,575.13	\$0.00	\$1,575.13
Total							\$133,513.12	\$0.00	\$133,513.12

Delivery Schedule

Hardware

Bundle	Item	Description	QT Y	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - NA - US FIRST RESPONDER - BLK - RAPIDLOCK	26	01/15/2024
AB4 Camera Bundle	100147	AXON BODY 4 - NA - US FIRST RESPONDER - BLK - RAPIDLOCK	2	01/15/2024
AB4 Camera Bundle	100466	USB-C to USB-C CABLE FOR AB4	29	01/15/2024
AB4 Camera Bundle	100466	USB-C to USB-C CABLE FOR AB4	3	01/15/2024
AB4 Camera Bundle	11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	14	01/15/2024
AB4 Camera Bundle	11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK	15	01/15/2024
AB4 Camera Bundle	74028	WING CLIP MOUNT, AXON RAPIDLOCK	3	01/15/2024
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	1	01/15/2024
AB4 Multi Bay Dock Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	01/15/2024
AB4 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	01/15/2024
Body Worn Camera Multi-Bay Dock TAP Bundle	73689	MULTI-BAY BWC DOCK 1ST REFRESH	1	07/15/2026
Body Worn Camera TAP Bundle	73309	AXON CAMERA REFRESH ONE	26	07/15/2026

Software

Bundle	Item	Description	QT Y	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	26	02/15/2024	02/14/2029
Basic License Bundle	73840	EVIDENCE.COM BASIC ACCESS LICENSE	26	02/15/2024	02/14/2029
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	9	02/15/2024	02/14/2029
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	3	02/15/2024	02/14/2029
A la Carte	73680	RESPOND DEVICE PLUS LICENSE	26	02/15/2024	02/14/2029
A la Carte	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	520	02/15/2024	02/14/2029

Services

Bundle	Item	Description	QTY
A la Carte	80146	VIRTUAL BODYCAM STARTER	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
AB4 Camera Bundle	100942	EXT WARRANTY, BODY 4 CAMERA	2	01/15/2025	02/14/2029
Body Worn Camera Multi-Bay Dock TAP Bundle	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	1	01/15/2025	02/14/2029
Body Worn Camera TAP Bundle	80464	EXT WARRANTY, CAMERA (TAP)	26	01/15/2025	02/14/2029

Payment Details

Jan 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	73680	RESPOND DEVICE PLUS LICENSE	26	\$5,928.03	\$0.00	\$5,928.03
Year 1	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	520	\$2,955.68	\$0.00	\$2,955.68
Year 1	80146	VIRTUAL BODYCAM STARTER	1	\$315.03	\$0.00	\$315.03
Year 1	BasicLicense	Basic License Bundle	26	\$5,070.00	\$0.00	\$5,070.00
Year 1	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	\$246.35	\$0.00	\$246.35
Year 1	BWCamTAP	Body Worn Camera TAP Bundle	26	\$6,027.84	\$0.00	\$6,027.84
Year 1	H00001	AB4 Camera Bundle	26	\$3,704.22	\$0.00	\$3,704.22
Year 1	H00001	AB4 Camera Bundle	2	\$609.99	\$0.00	\$609.99
Year 1	H00002	AB4 Multi Bay Dock Bundle	1	\$324.50	\$0.00	\$324.50
Year 1	ProLicense	Pro License Bundle	3	\$1,521.00	\$0.00	\$1,521.00
Invoice Upon Fulfillment	H00001	AB4 Camera Bundle	26	\$0.00	\$0.00	\$0.00
Total				\$26,702.64	\$0.00	\$26,702.64

Jan 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	73680	RESPOND DEVICE PLUS LICENSE	26	\$5,928.01	\$0.00	\$5,928.01
Year 2	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	520	\$2,955.68	\$0.00	\$2,955.68
Year 2	80146	VIRTUAL BODYCAM STARTER	1	\$315.03	\$0.00	\$315.03
Year 2	BasicLicense	Basic License Bundle	26	\$5,070.00	\$0.00	\$5,070.00
Year 2	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	\$246.35	\$0.00	\$246.35
Year 2	BWCamTAP	Body Worn Camera TAP Bundle	26	\$6,027.84	\$0.00	\$6,027.84
Year 2	H00001	AB4 Camera Bundle	26	\$3,704.22	\$0.00	\$3,704.22
Year 2	H00001	AB4 Camera Bundle	2	\$609.99	\$0.00	\$609.99
Year 2	H00002	AB4 Multi Bay Dock Bundle	1	\$324.50	\$0.00	\$324.50
Year 2	ProLicense	Pro License Bundle	3	\$1,521.00	\$0.00	\$1,521.00
Total				\$26,702.62	\$0.00	\$26,702.62

Jan 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	73680	RESPOND DEVICE PLUS LICENSE	26	\$5,928.01	\$0.00	\$5,928.01
Year 3	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	520	\$2,955.68	\$0.00	\$2,955.68
Year 3	80146	VIRTUAL BODYCAM STARTER	1	\$315.03	\$0.00	\$315.03
Year 3	BasicLicense	Basic License Bundle	26	\$5,070.00	\$0.00	\$5,070.00
Year 3	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	\$246.35	\$0.00	\$246.35
Year 3	BWCamTAP	Body Worn Camera TAP Bundle	26	\$6,027.84	\$0.00	\$6,027.84
Year 3	H00001	AB4 Camera Bundle	26	\$3,704.22	\$0.00	\$3,704.22
Year 3	H00001	AB4 Camera Bundle	2	\$609.99	\$0.00	\$609.99
Year 3	H00002	AB4 Multi Bay Dock Bundle	1	\$324.50	\$0.00	\$324.50

Jan 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	ProLicense	Pro License Bundle	3	\$1,521.00	\$0.00	\$1,521.00
Total				\$26,702.62	\$0.00	\$26,702.62

Jan 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	73680	RESPOND DEVICE PLUS LICENSE	26	\$5,928.01	\$0.00	\$5,928.01
Year 4	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	520	\$2,955.68	\$0.00	\$2,955.68
Year 4	80146	VIRTUAL BODYCAM STARTER	1	\$315.03	\$0.00	\$315.03
Year 4	BasicLicense	Basic License Bundle	26	\$5,070.00	\$0.00	\$5,070.00
Year 4	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	\$246.35	\$0.00	\$246.35
Year 4	BWCamTAP	Body Worn Camera TAP Bundle	26	\$6,027.84	\$0.00	\$6,027.84
Year 4	H00001	AB4 Camera Bundle	26	\$3,704.22	\$0.00	\$3,704.22
Year 4	H00001	AB4 Camera Bundle	2	\$609.99	\$0.00	\$609.99
Year 4	H00002	AB4 Multi Bay Dock Bundle	1	\$324.50	\$0.00	\$324.50
Year 4	ProLicense	Pro License Bundle	3	\$1,521.00	\$0.00	\$1,521.00
Total				\$26,702.62	\$0.00	\$26,702.62

Jan 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	73680	RESPOND DEVICE PLUS LICENSE	26	\$5,928.01	\$0.00	\$5,928.01
Year 5	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	520	\$2,955.68	\$0.00	\$2,955.68
Year 5	80146	VIRTUAL BODYCAM STARTER	1	\$315.03	\$0.00	\$315.03
Year 5	BasicLicense	Basic License Bundle	26	\$5,070.00	\$0.00	\$5,070.00
Year 5	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	\$246.35	\$0.00	\$246.35
Year 5	BWCamTAP	Body Worn Camera TAP Bundle	26	\$6,027.84	\$0.00	\$6,027.84
Year 5	H00001	AB4 Camera Bundle	26	\$3,704.22	\$0.00	\$3,704.22
Year 5	H00001	AB4 Camera Bundle	2	\$609.99	\$0.00	\$609.99
Year 5	H00002	AB4 Multi Bay Dock Bundle	1	\$324.50	\$0.00	\$324.50
Year 5	ProLicense	Pro License Bundle	3	\$1,521.00	\$0.00	\$1,521.00
Total				\$26,702.62	\$0.00	\$26,702.62

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract Sourcewell Contract #010720-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

11/20/2023



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 *AXON ENTERPRISE, INC., OF SCOTTSDALE, ARIZONA*, RELATIVE TO THE *PURCHASE OF EQUIPMENT AND SERVICES TO PROVIDE BODY WORN CAMERAS FOR THE POLICE DEPARTMENT*; 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 **Axon Enterprise, Inc., of Scottsdale, Arizona**. 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: January 2, 2024.

SECOND READING: January 2, 2024.

PASSED AND APPROVED this 2nd day of January, 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-__

A BILL TO ENACT AN ORDINANCE TO AUTHORIZE SELECTION OF DEPOSITORIES FOR DEMAND DEPOSITS OF CITY FUNDS; AND TO AUTHORIZE THE SELECTION OF DEPOSITORIES FOR THE INVESTMENT OF IDLE CITY FUNDS; AND TO AUTHORIZE THE MAYOR TO SIGN DEPOSITORY AGREEMENTS WITH DEPOSITORIES.

WHEREAS, the City of Jackson, desires to enter into a depository agreement with **Commerce Bank, First Midwest Bank, First Missouri State Bank, The Bank of Missouri, US Bank, and Wood & Huston Bank** for the deposit of Demand Deposits or checking account funds; and

WHEREAS, the City of Jackson, desires to enter into a depository agreement with said banks regarding the investment of idle City Funds.

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

1. That the Mayor is hereby, authorized and directed to sign a depository agreement with **Commerce Bank, First Midwest Bank, First Missouri State Bank, The Bank of Missouri, US Bank, and Wood & Huston Bank**. Said agreements are attached hereto and incorporated herein by reference.

2. That all of said depository agreements shall have a one-year term under a depository agreement as required by state statute.

3. That said banks shall be depositories for all demand deposits of checking account funds of the City in an unlimited amount subject only to the deposit of securities as required by; Sections 110.010 and 110.020, RSMo.

4. That said banks shall be authorized to hold idle investment funds of the City, subject to the required deposit of securities as required by Section 110.010 and 110.020, RSMo.

5. The Treasurer of the City shall, whenever the City accumulates idle funds, invest said funds in time certificates of deposits, based upon the highest sealed bids received from the designated depositories. All of such investment funds shall be in One Hundred Thousand Dollars (\$100,000.00) or more increments. The Treasurer shall notify the depositories of available money for bid by phone, electronic transmission or United States Mail.

6. This ordinance shall take effect and be in force from and after its passage and approval and shall repeal all ordinances or parts thereof in conflict herewith.

FIRST READING: January 2, 2024.

SECOND READING: January 2, 2024.

PASSED AND APPROVED this 2nd day of January, 2024, by a vote of _ ayes, _ nays, _ abstentions and _ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk

MEMO



TO: Mayor Hahs and Members of the Board of Aldermen
FROM: Larry Miller, Building & Planning Manager
DATE: December 27, 2023
SUBJECT: Contract Time Extension – Comprehensive Plan

Attached is an addendum to extend the timeframe for the Comprehensive Plan Project from 18 months to 24 months.

ADDENDUM TO AGREEMENT

THIS ADDENDUM, effective as of the date on which all parties hereto execute this Addendum, amends and supplements that Professional Services Agreement by and between **CITY OF JACKSON, MISSOURI** (“Client”) and **Houseal Lavigne Associates, LLC.** (“Consultant”) with the effective date of July 19, 2022 (the “Agreement”).

WHEREAS, Client and Consultant wish to amend the terms of the time of performance under the Agreement.

NOW, THEREFORE, for adequate consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend the Agreement by extending the time of performance from 18 months to 24 months with all other terms and conditions of the Agreement to remain in full force and effect.

Client and Consultant 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:

Liza Walker, City Clerk

DATE: _____

Houseal Lavigne Associates, LLC.

By: _____

Print: _____

Title: _____



SUBDIVISION APPLICATION

City of Jackson, Missouri

NAME OF SUBDIVISION: OLD ORCHARD TOWNHOMES

DATE OF APPLICATION: 11/24/2023

TYPE OF APPLICATION: **PRELIMINARY PLAT**
 FINAL PLAT
 MINOR SUBDIVISION
 RESUBDIVISION

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

Property Owner Name(s): FRUITLAND INVESTMENTS, LLC & LYNDON PROPERTIES, LLC

Mailing Address: 26806 STATE HWY B

City, State ZIP: MARBLE HILL, MO 63764

ENGINEER / SURVEYING COMPANY: STRICKLAND ENGINEERING

Engineer / Surveyor Contact: BRIAN STRICKLAND

Mailing Address: 113 W MAIN STREET, SUITE 1

City, State ZIP: JACKSON, MO 63755

Contact's Phone: 573-243-4080

CONTACT PERSON HANDLING APPLICATION:

Contact Name: JACOB JONES

Mailing Address: 26806 STATE HWY B

City, State ZIP: MARBLE HILL, MO 63764

Contact's Phone: 573-576-8175

Email Address (if used): jones.air37@gmail.com

CURRENT ZONING: (circle all that apply)

- | | |
|----------------------------------------------|--------------------------|
| R-1 (Single-Family Residential) | C-1 (Local Commercial) |
| R-2 (Single-Family Residential) | C-2 (General Commercial) |
| 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) |
| CO-1 (Enhanced Commercial Overlay) | I-2 (Heavy Industrial) |

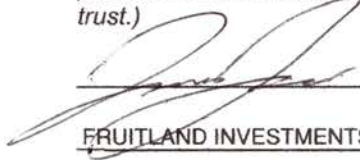
I-3 (Planned Industrial Park)

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

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

OWNER SIGNATURES:

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



FRUITLAND INVESTMENTS, LLC



LYNDON PROPERTIES, LLC

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

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

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

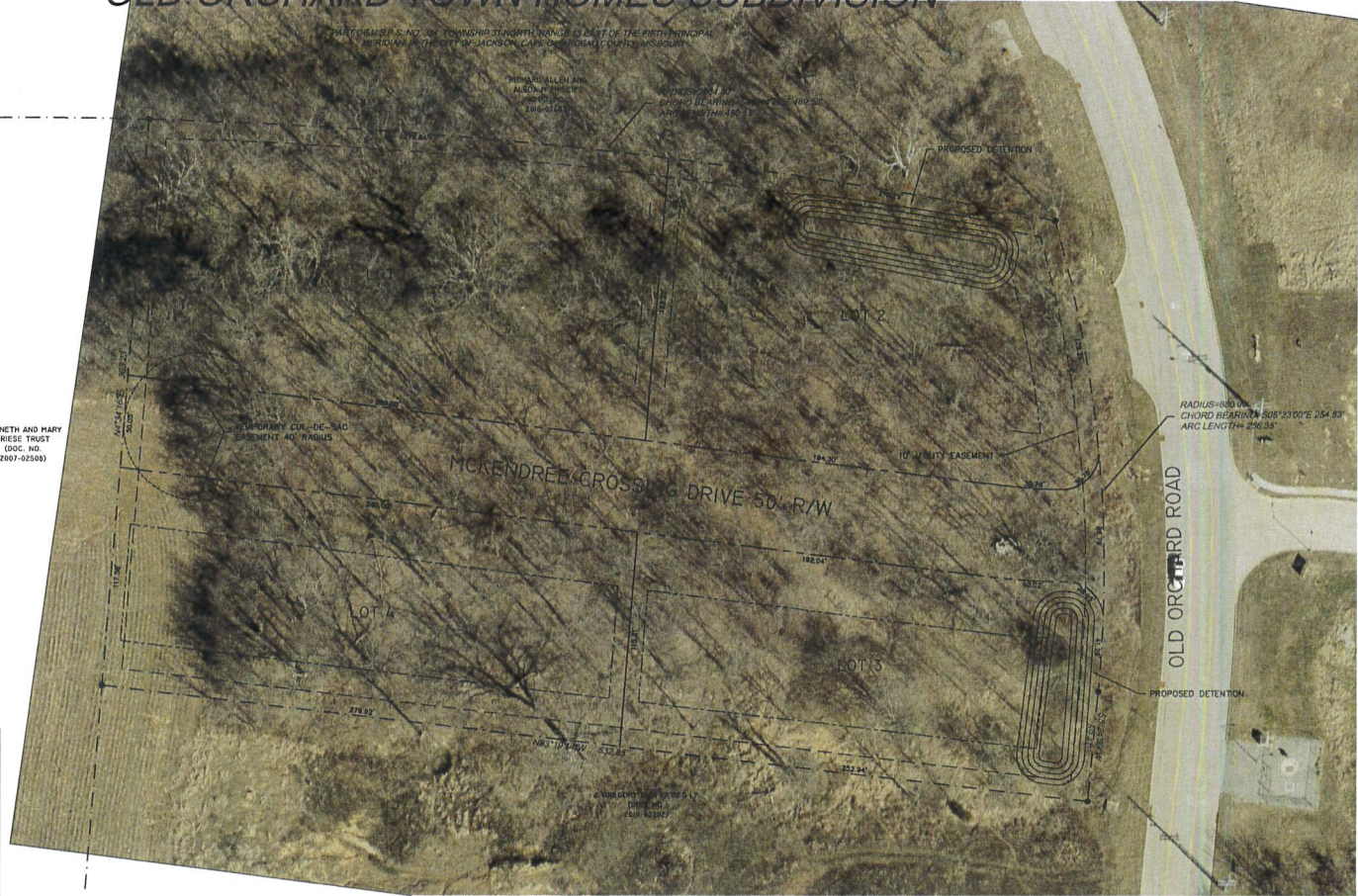
PRELIMINARY PLAT FOR OLD ORCHARD TOWN HOMES SUBDIVISION



REFERENCES
1. DOCUMENT NO. 2023-00015 (SUBJECT)

LEGEND	
⊙	IRON ROD W/CAP (FOUND)
○	IRON ROD W/CAP (FOUND)
●	1/2" IRON ROD (SET)
---	LOT LINE
- - - -	PROPERTY BOUNDARY LINE
- - - -	RIGHT-OF-WAY LINE
- - - -	EASEMENT LINE
- - - -	BUILDING SETBACK LINE
- - - -	TEMPORARY EASEMENT

KENNETH AND MARY
FRIESE TRUST
(DOC. NO.
2007-02569)

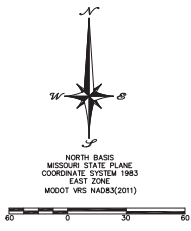


NOTES	
ZONING: R3 ONE- & TWO-FAMILY RESIDENTIAL DISTRICT	OWNER & DEVELOPER: FRUITLAND INVESTMENTS LLC LYNDON PROPERTIES LLC 2000 STATE HIGHWAY 6 MARBLE HILL, MO 63764
EASEMENT NOTES: 10' FRONT 10' REAR	PREPARED BY: STRICKLAND ENGINEERING 113 W. MAIN STREET SUITE 1 JACKSON, MO 63755 (573) 243-0090
BUILDING SETBACKS: FRONT YARD SETBACK = 30' REAR YARD SETBACK = 20' SIDE YARD SETBACK = 0'	ACCURACY STANDARD: TYPE URBAN
DESIGN STANDARDS 50' RIGHT-OF-WAY WIDTH 28" WIDE CONCRETE STREETS WITH CURB 4" WIDE CONCRETE SIDEWALKS ON EACH SIDE	

STRICKLAND ENGINEERING	113 WEST MAIN STREET P. O. Box 159 JACKSON, MISSOURI 63755 TEL: 573-243-6090 FAX: 573-243-2191
	CIVIL - MECHANICAL - ELECTRICAL ENGINEERING - LAND SURVEYING
PRELIMINARY PLAT FOR OLD ORCHARD TOWN HOMES SUBDIVISION JACKSON, MO	SCALE 1"=30' DATE 12-6-23 DRAWN BY DR CHECKED BY BS PROJECT # 21-029

PRELIMINARY PLAT FOR OLD ORCHARD TOWN HOMES SUBDIVISION

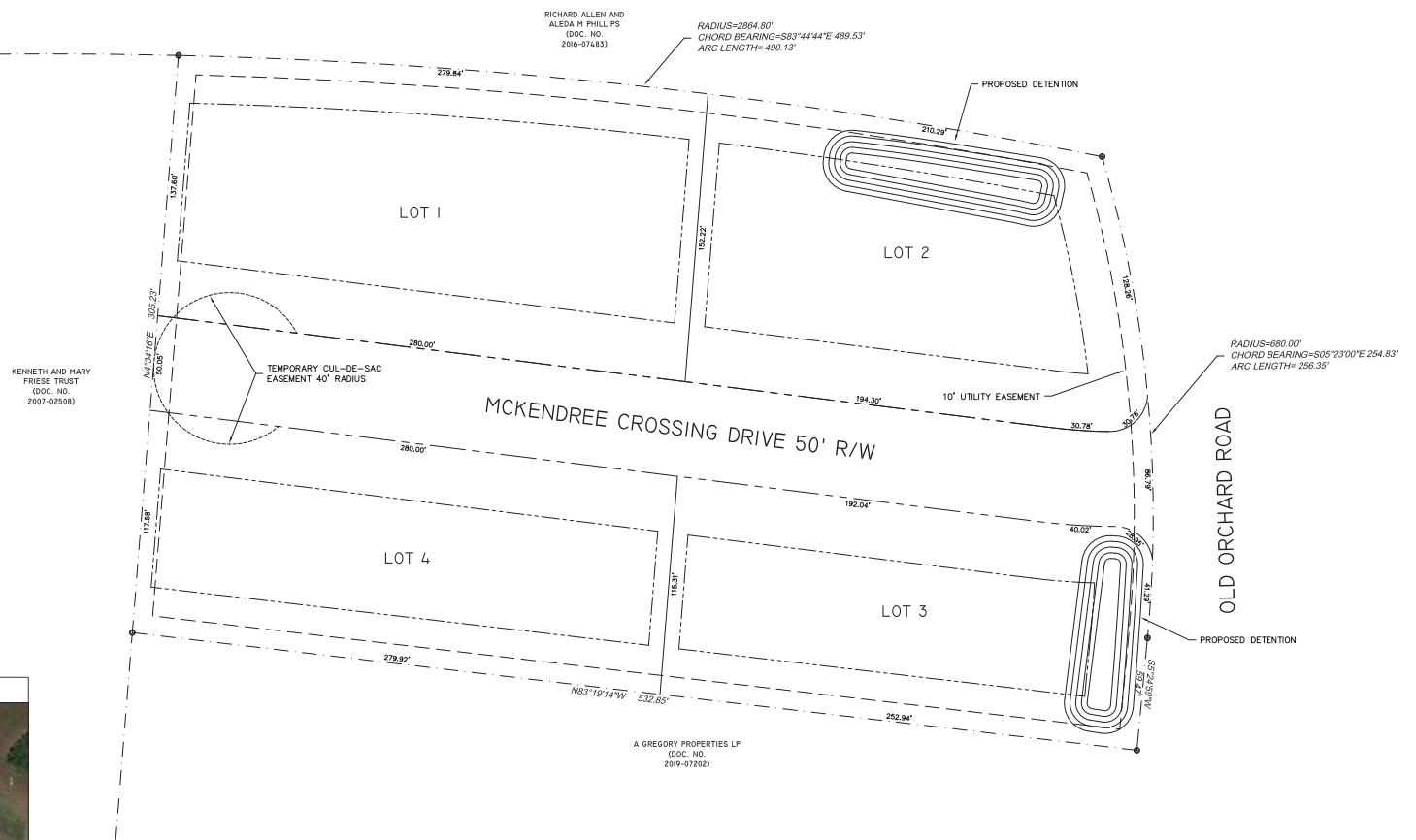
PART OF U.S.P.S. NO. 324, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF JACKSON, CAPE GIRARDEAU COUNTY, MISSOURI



NORTH BASIS
MISSOURI STATE PLANE
COORDINATE SYSTEM 1983
EAST ZONE
MDDOT VRS NAD83(2011)

REFERENCES
1. DOCUMENT NO. 2023-08015 (SUBJECT)

LEGEND	
	IRON ROD W/CAP (FOUND)
	IRON ROD W/CAP (FOUND)
	1/2" IRON ROD (SET)
	LOT LINE
	PROPERTY BOUNDARY LINE
	RIGHT-OF-WAY LINE
	EASEMENT LINE
	BUILDING SETBACK LINE
	TEMPORARY EASEMENT



NOTES	
ZONING: R-3 ONE- & TWO-FAMILY RESIDENTIAL DISTRICT	OWNER & DEVELOPER: FRUITLAND INVESTMENTS LLC LYNDON PROPERTIES LLC 26806 STATE HIGHWAY B MARBLE HILL, MO 63764
EASEMENT NOTES: 10' FRONT 10' REAR	PREPARED BY: STRICKLAND ENGINEERING 113 W. MAIN STREET SUITE 1 JACKSON, MO 63755 (673) 243-4080
BUILDING SETBACKS: FRONT YARD SETBACK = 30' REAR YARD SETBACK = 25' SIDE YARD SETBACK = 8'	ACCURACY STANDARD: TYPE URBAN
DESIGN STANDARDS: 50' RIGHT-OF-WAY WIDTH 28" WIDE CONCRETE STREETS WITH CURB 4" WIDE CONCRETE SIDEWALKS ON EACH SIDE	

STRICKLAND ENGINEERING CIVIL - MECHANICAL - ELECTRICAL ENGINEERING - LAND SURVEYING	113 WEST MAIN STREET P.O. Box 159 JACKSON, MISSOURI 63755 TEL: 573-243-4080 FAX: 573-243-2191
	PRELIMINARY PLAT FOR OLD ORCHARD TOWN HOMES SUBDIVISION JACKSON, MO
SCALE	1"=30'
DATE	12-6-23
DRAWN BY	DR
CHECKED BY	BS
PROJECT #	21-029

BILL NO. 24-__

ORDINANCE NO. 24-__

AN ORDINANCE ACCEPTING THE PLAT OF GOOD DAY FARM SUBDIVISION, A RESUBDIVISION OF A TRACT OF LAND IN THE CITY OF JACKSON, MISSOURI; ACCEPTING DEDICATION OF EASEMENTS, STREETS AND PROPERTIES DESCRIBED; ACCEPTING RESTRICTIONS, IF ANY, FILED THEREWITH; AUTHORIZING THE RECORDING OF SAID PLAT; ACCEPTING IMPROVEMENTS CONSTRUCTED OR TO BE CONSTRUCTED AND INDICATED ON SAID PLAT; REPEALING ALL ORDINANCES IN CONFLICT THEREWITH.

WHEREAS, Jackson Boulevard Holdings, LLC, has platted Good Day Farm Subdivision, a Resubdivision of a tract of land 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 Good Day Farm Subdivision, a Resubdivision of a tract of land, which is attached hereto as Exhibit A, including all easements, right-of-way streets and improvements indicated thereon and 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: January 2, 2024.

SECOND READING: January 2, 2024.

PASSED AND APPROVED this 2nd day of January, 2024, by a vote of _____ ayes, _____ nays, _____ abstentions and _____ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

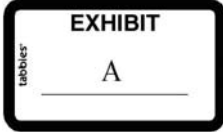
BY: _____
Mayor

ATTEST:

City Clerk

GOOD DAY FARM SUBDIVISION

A TRACT OF LAND BEING LOCATED IN U.S. SURVEY 782, TOWNSHIP 31 NORTH, RANGE 13 EAST
CITY OF JACKSON, CAPE GIRARDEAU COUNTY, MISSOURI



OWNER'S CERTIFICATION

The undersigned, owner of the tract of land herein platted and further described in the surveyor's certificate set forth below, has caused the same to be surveyed and adjusted in the manner shown on this plat, which Subdivision Plat shall be known as:

"Good Day Farm Subdivision"

The area which for better identification as shown hatched on this plat is hereby established as a **INGRESS/EGRESS, CROSS ACCESS** Easement reserved by the present and future owners of Lots 1, 2 and 3 and all of their respective successors and assigns, their tenants, sub-tenants, lessees, and their respective officers, employees, agents, representatives, invitees, for the non-exclusive right and privilege for ingress and egress by pedestrian, automobiles, passenger vehicles, and trucks. The owners agree not to obstruct the foregoing easement by means of a fence or other barrier, and further, to keep the area open and usable on their property leading to and from East Jackson Boulevard U.S. 81. No such easement shall be relocated, narrowed, or otherwise altered without the approval of the present and future owners of above said Lots 1, 2, and 3, and the easement hereby established shall apply fully to such altered easement, and said easement shall be perpetual and further shall run with the real estate.

Hereby establish permanent easements for utilities, as shown on this Plat.

IN WITNESS WHEREOF, I have hereunto set my hand this 21 day of December, 2023

Jackson Boulevard Holdings, LLC

By: [Signature]
Name: Ryan Hergel

Title: Manager

STATE OF Missouri)
COUNTY OF St. Louis) SS

On this 21 day of December, in the year 2023 before me, Joseph P. Blain, a Notary Public in and for said state, personally appeared Ryan Hergel, of Jackson Boulevard Holdings, LLC, known to me to be the person who executed the foregoing instrument in behalf of said Company, and acknowledged to me that he executed the same for the purposes therein stated.

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

My commission expires 3-9-2024



STATE OF MISSOURI)
COUNTY OF Cape Girardeau) SS

Filed for Record in the Office of the Recorder of Deeds of Cape Girardeau County this 11 day of December, in the year 2023 at 10:00 a.m.
Document number 2023-07098

ANDREW DAVID BLATTNER
Recorder of deeds of Cape Girardeau County, Missouri

PREPARED FOR
GOOD DAY FARM
425 W. CAPITOL AVE.
SUITE 1350
LITTLE ROCK AR 72201
ATTN: MR. SAM ALLEN-CHIEF EXPERIENCE OFFICER

PROPERTY DESCRIPTION

Tract 1
A parcel of land containing 4.00 acres, more or less, located in U.S. Survey 782, Township 31 North, Range 13 East, Cape Girardeau County, Missouri, described as follows: Start at the Northwest corner of said U.S. Survey 782, thence South 27° 30' East, along the North line of Survey 782, a distance of 737.0 feet to a point in the Southwest right of way line of U.S. Highway No. 81, thence South 58° 17' East, along said right of way line, 454.6 feet to the point of beginning, thence continue South 58° 17' East along the right of way line, 200.0 feet for a corner, thence South 9° 32' West, 583.3 feet to a corner, thence South 72° 32' East, 123.8 feet for a corner, thence South 9° 32' West, 205.8 feet for a corner, thence North 72° 32' West, 319.3 feet for a corner, thence North 9° 32' East, 834.4 feet to the point of beginning and containing 4.00 acres.

Tract 2
A parcel of land containing 0.677 of an acre, more or less, located in U.S. Survey 782, Township 31 North, Range 13 East, Cape Girardeau County, Missouri, described as follows: Start at the Northwest corner of said U.S. Survey 782, thence South 62° 30' East, along the North line of Survey 782, 737.0 feet to an intersection with the Southwest right of way line of U.S. Highway No. 81, thence South 58° 17' East, along said right of way line, 654.0 feet to the point of beginning, thence continue South 58° 17' East, 217.7 feet for a corner, thence North 79° 30' West, 122.1 feet for a corner, thence North 9° 32' East, 264.2 feet to the point of beginning and containing 0.677 of an acre, more or less.

Tract 3
A parcel of land containing 1.139 acres, more or less, being a part of U.S. Survey No. 782, Township 31 North, Range 13 East, described as follows: Start at a stone on the North line of said Survey No. 782, which marks the South corner of Fractional Sections 7 and 8 in said Township and Range, thence North 82° 12' West, 524.2 feet along the North line of said Survey, thence South 9° 32' West, 524.4 feet to the point of beginning, thence South 78° 38' East, 219.8 feet, thence North 9° 32' West, 228.8 feet, thence North 87° 28' West, 210.0 feet, thence North 9° 32' East, 142.3 feet to the point of beginning.

Also, that part of U.S. Survey No. 782, Township 31 North, Range 13 East, described as follows: Begin at the Northwest corner of said Survey No. 782 and run South 82° 30' East with the North line of Survey No. 782, 737.0 feet to a corner on the South right of way line of U.S. Route No. 81, thence South 58° 17' East with said South right of way line of U.S. Route No. 81, 736.7 feet, thence South 9° 32' West, 217.7 feet to a beginning corner, thence continue South 9° 32' West, 132.1 feet, thence North 72° 32' West, 123.8 feet, thence North 9° 32' East, 319.3 feet, thence North 79° 38' East, 122.7 feet to the point of beginning, containing 0.616 acre, more or less.

SURVEYOR NOTE: Tract 2 has a missing call.

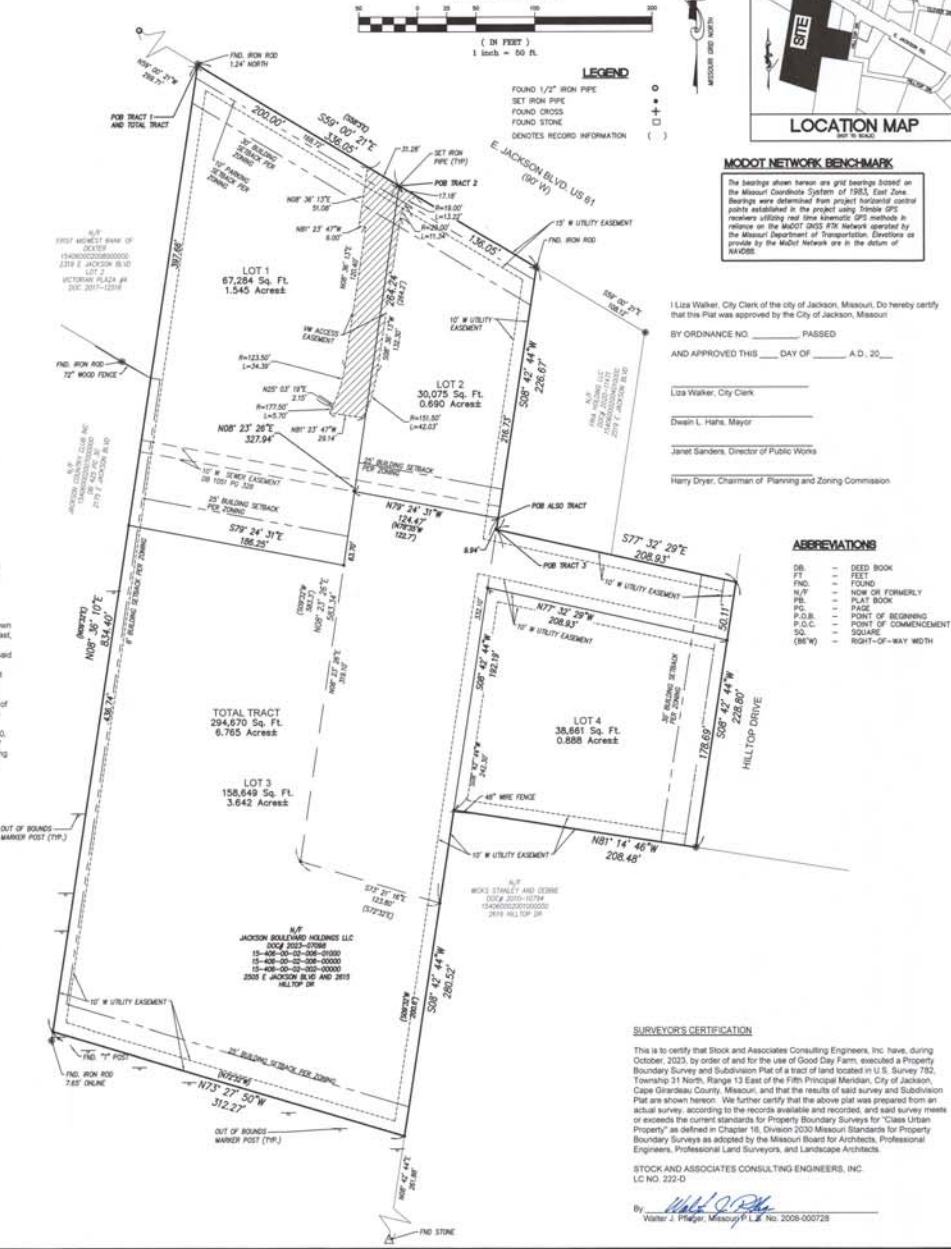
TOTAL TRACT

A tract of land as conveyed to Jackson Boulevard Holdings LLC by document number 2023-07098 of the Cape Girardeau County records, located in U.S. Survey 782, Township 31 North, Range 13 East of the Fifth Principal Meridian, City of Jackson, Cape Girardeau County, Missouri, being more particularly described as follows:

Beginning at the northeast corner of Victorian Plaza #4 Subdivision recorded as Document number 2017-12516 of said records, being on the southwest right of way line of East Jackson Boulevard, as known as US 81, 90 feet wide, thence along said right of way line, South 59 degrees 00 minutes 21 seconds East, 338.05 feet, to the north corner of a tract of land conveyed to FRIA Holding LLC by Document number 2020-11471 of said records, thence bearing said right of way line, and along the west and south line of said FRIA Holding LLC parcel and the easterly extension of the south line, South 08 degrees 42 minutes 44 seconds West, 229.67 feet, and South 77 degrees 32 minutes 29 seconds East, 208.93 feet, to the west right of way line of Hilltop Drive, thence South 08 degrees 42 minutes 44 seconds West, along the west right of way line of Hilltop Drive, 228.80 feet, to the north line of a tract of land conveyed to Stanley and Debbie Woods, by Document number 2010-10784, of said records, thence along the north and west line of said Woods tract, North 81 degrees 14 minutes 48 seconds West, 208.48 feet, and South 08 degrees 42 minutes 44 seconds West, 230.52 feet, to the common line between above said Jackson Boulevard Holdings LLC tract and a tract of land conveyed to Jackson County Club Inc. by Deed Book 429, Page 30, of said records, thence North 73 degrees 27 minutes 50 seconds West, along said common line, 312.27 feet, to the southerly extension of the east line of above said Victorian Plaza Subdivision #4, thence along said southerly extension, North 08 degrees 20 minutes 10 seconds East, 834.40 feet to the POINT OF BEGINNING, containing 294.970 square feet or 6.785 acres, more or less.

GENERAL NOTES

- 1) Subject property is Zoned C-2 General Commercial District according to Zoning Ordinance. Verification Letter dated June 7, 2023 from the City of Jackson, Missouri according to City of Jackson Zoning Ordinance.
- 2) Subject property has within Flood Zone X (Area of minimal flood hazard) according to the National Flood Insurance Rate Map Number 280210C022E with effective date of 9/29/2011.
- 3) Stock and Associates Consulting Engineers, Inc. used exclusively Vector Land Title Insurance Company, agent for Resolutions Title, Inc. Commitment No. 23-39135, with an effective date of August 6, 2023 at 8:00 a.m. for research of easements and encumbrances. No further research was performed by Stock and Associates Consulting Engineers, Inc.
- 4) The purpose of this plat is to reduce 4 tracts of land into 4 Lot in the subdivision.



MODOT NETWORK BENCHMARK

The bearings shown herein are grid bearings based on the Missouri Coordinate System of 1983, East Zone. Bearings were determined from project horizontal control points established in the project using Trimble GPS receivers utilizing real time kinematic (RTK) methods in reliance on the MODOT 2003 RTK Network operated by the Missouri Department of Transportation. Elevation is provided by the MODOT Network in the datum of NAVD83.

I, Lisa Walker, City Clerk of the City of Jackson, Missouri, do 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
Deesh L. Harris, Mayor
Janet Sanders, Director of Public Works
Harry Dryer, Chairman of Planning and Zoning Commission

ABBREVIATIONS

- DB = DEED BOOK
- FT = FEET
- FOUND = FOUND
- N/P = NOT PERFORMED
- PLAT BOOK = PLAT BOOK
- PAE = POINT OF BEGINNING
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- SO. = SQUARE
- (BE) = RIGHT-OF-WAY WIDTH

SURVEYOR'S CERTIFICATION

This is to certify that Stock and Associates Consulting Engineers, Inc. have, during October, 2023, by order of and for the use of Good Day Farm, executed a Property Boundary Survey and Subdivision Plat of a tract of land located in U.S. Survey 782, Township 31 North, Range 13 East of the Fifth Principal Meridian, City of Jackson, Cape Girardeau County, Missouri, and that the results of said survey and Subdivision Plat are shown hereon. We further certify that the above plat was prepared from an actual survey, according to the records available and recorded, and said survey meets or exceeds the current standards for Property Boundary Survey for "Class Urban Property" as defined in Chapter 18, Division 2030 Missouri Standards for Property Boundary Surveys as adopted by the Missouri Board for Architects, Professional Engineers, Professional Land Surveyors, and Landscape Architects.

STOCK AND ASSOCIATES CONSULTING ENGINEERS, INC.
LIC NO. 232-0

By: [Signature]
Walter J. Pflieger, Missouri P.L.E. No. 2008-000728

227 Dismorefield Business Parkway
5301 93RD TRAIL (RDS) 5301 3RD
St. Louis, MO 63112
e-mail: general@stockand.com
Web: www.stockand.com

STOCK & ASSOCIATES
Consulting Engineers, Inc.

PREPARED BY

SUBDIVISION PLAT

GOOD DAY FARM SUBDIVISION
2421 & 2505 E. JACKSON BLVD. & 2615 HILLTOP DRIVE,
JACKSON, MISSOURI

REVISIONS:

DATE	BY	REASON
10/27/2023	WJP	2023-07098

SHEET NO. 1 OF 1


KOEHLER ENGINEERING & LAND SURVEYING, INC.

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

December 15th, 2023

Honorable Dwain Hahs, Mayor
 City of Jackson, Missouri
 101 Court Street
 Jackson, Missouri 63755

RE: Civic Center Pavilion and Playground Project

Mr. Hahs,

On December 14st, 2023, bids were received and opened in the office of the City Administrator for the above referenced project. Two bids were received, with the cost ranging from the low bid totaling \$154,778.50, and the higher bid totaling \$157,102.00. A preliminary engineer's estimate was previously provided with a cost estimate of \$149,559.25. The low is 3.4% above the engineer's estimate and from a qualified and capable contractor. After a review of the submitted bids, and after discussions with City Staff, our recommendation is that the project be awarded to Fronabarger Concreters, Inc., of Oak Ridge, Missouri, as the lowest responsive bid for the project.

We have reviewed the supporting documentation submitted with the bid, and found it to be in order and in compliance with the city and project requirements.

This letter is to constitute a formal recommendation that the City enter into an agreement and execute a contract with Fronabarger Concreters, Inc. to complete the above referenced project, together with all other requirements indicated on the project plans, for the total sum of \$154,778.50. I have included copies of the bid tabulations for your use as well. We will request certificates of insurance and performance and payment bonds from the Contractor, and will expect to have same in hand prior to entering into a contract and issuance of a notice to proceed. I will prepare a formal notice of award and forward it to the contractor if the Board elects to proceed in this manner.

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

Best Regards,

KOEHLER ENGINEERING &
 LAND SURVEYING, INC.

Chris Koehler, PE, PLS
 Enclosures

City of Jackson, Civic Center Pavilion and Playground Project

The Civic Center Pavilion & Playground Quantity Table of Public Improvements						Fronabarger Concreters, Inc.		Nip Kelley Equipment Company, Inc.	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	Unit Cost	Extended Cost:	Unit Cost	Extended Cost:	Unit Cost	Extended Cost:
0	Mobilization and General Conditions	LUMP SUM	1	\$ 10,000.00	\$ 10,000.00	\$ 10,250.00	\$ 10,250.00	\$ 6,100.00	\$ 6,100.00
1	PAVEMENT MARKINGS	LUMP SUM	1	\$ 2,500.00	\$ 2,500.00	\$ 2,200.00	\$ 2,200.00	\$ 1,595.00	\$ 1,595.00
2	EARTHWORK	LUMP SUM	1	\$ 15,000.00	\$ 15,000.00	\$ 17,250.00	\$ 17,250.00	\$ 23,262.00	\$ 23,262.00
3	4" P.C. CONCRETE SIDEWALK, 4000 PSI, 28-DAY COMPRESSIVE STRENGTH	SY	244	\$ 65.00	\$ 15,860.00	\$ 75.00	\$ 18,300.00	\$ 63.00	\$ 15,372.00
4	4" COARSE AGGREGATE BASE (TYPE 5)	SY	1,451	\$ 6.75	\$ 9,794.25	\$ 7.50	\$ 10,882.50	\$ 3.80	\$ 5,513.80
5	6" P.C. CONCRETE DRIVE & PARKING, 4000 PSI, 28-DAY COMPRESSIVE STRENGTH	SY	1,207	\$ 65.00	\$ 78,455.00	\$ 60.00	\$ 72,420.00	\$ 68.00	\$ 82,076.00
6	6" INTEGRAL CONCRETE CURB	LF	396	\$ 3.00	\$ 1,188.00	\$ 12.00	\$ 4,752.00	\$ 3.00	\$ 1,188.00
7	30" RCP FLARED END SECTION	EA	2	\$ 1,750.00	\$ 3,500.00	\$ 2,750.00	\$ 5,500.00	\$ 3,765.00	\$ 7,530.00
8	30" HP STORM PIPE	LF	21	\$ 150.00	\$ 3,150.00	\$ 210.00	\$ 4,410.00	\$ 155.00	\$ 3,255.00
9	SEED AND STRAW	SY	2,226	\$ 2.00	\$ 4,452.00	\$ 1.50	\$ 3,339.00	\$ 2.70	\$ 6,010.20
10	RIVER ROCK	SY	29	\$ 40.00	\$ 1,160.00	\$ 105.00	\$ 3,045.00	\$ 80.00	\$ 2,320.00
11	WHEEL STOPS	EA	18	\$ 250.00	\$ 4,500.00	\$ 135.00	\$ 2,430.00	\$ 160.00	\$ 2,880.00

Total Estimated Cost:

\$ 149,559.25

\$ 154,778.50

\$ 157,102.00

Tabulation Prepared by:

Chris Koehler, PE, PLS

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 *FRONABARGER CONCRETTERS, INC., OF OAK RIDGE, MISSOURI*, RELATIVE TO THE *CIVIC CENTER PAVILION & PLAYGROUND GRADING AND SITE WORK 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 **Fronabarger Concretters, Inc., of Oak Ridge, 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: January 2, 2024.

SECOND READING: January 2, 2024.

PASSED AND APPROVED this 2nd day of January, 2024, by a vote of _ ayes, _ nays, _ abstentions and _ absent.

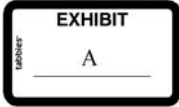
CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk



AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

This Agreement is by and between **City of Jackson, Missouri** ("Owner") and **Fronabarger Concreters, Inc.**, _____ ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents.

The Work in General consists of select demolition of existing features, site grading, installation of storm sewer improvements, sidewalk, drive, and parking lot paving, wheel stops, parking lot striping, and additional miscellaneous improvements, together with all other improvements noted on the improvement plans or within the specifications:

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: See Article 1 – Work above for project description.

ARTICLE 3—ENGINEER

- 3.01 The project has been designed by Koehler Engineering and Land Surveying, Inc.
- 3.02 The Owner has retained **Koehler Engineering and Land Surveying, Inc.** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

ARTICLE 4—CONTRACT TIMES

- 4.01 *Time is of the Essence*
 - A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 ~~*Contract Times: Dates*~~
 - A. ~~The Work will be substantially complete on or before _____, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before _____.~~
- 4.03 *Contract Times: Days*
 - A. The Work for the Civic Center Pavilion and Playground Project be substantially completed within **45** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in

accordance with Paragraph 15.06 of the General Conditions within **75** days after the date when the Contract Times commence to run.

4.05 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
 - 1. *Substantial Completion:* Contractor shall pay Owner **\$500.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 - 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$500.00** for each day that expires after such time until the Work is completed and ready for final payment.
 - 4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.

4.06 *Special Damages*

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor’s failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. Total Bid Price (From Bid Form) = \$ 154,778.50

§ One Hundred Fifty-Four Thousand Seven Hundred Seventy-Eight Dollars and 50 Cents
(Written Amount)

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **1st** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

- a. **90** percent of the value of the Work completed (with the balance being retainage).
- 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
- b. **90** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

A. Not Used

6.04 Penalties for Failure to Provide Safety Training

A. In the event the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675 RSMo has occurred and that a penalty as described in Specification 01020 shall be assessed, the Owner shall withhold and retain all sums and amounts due and owing when making payments to the Contractor under this Contract.

ARTICLE 7—CONTRACT DOCUMENTS7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement.
2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
3. General Conditions.
4. Supplementary Conditions.
5. Specifications as listed in the table of contents of the project manual (copy of list attached).
6. Drawings (not attached but incorporated by reference) consisting of [5 Sheets].
7. Addenda (numbers [0] to [0], inclusive).
9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (Pages 1 to 6, Inclusive).
 - b. List of Proposed Major Subcontractors
 - c. Qualifications Statement with Supporting Data
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.

B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

Owner:

Contractor:

The City of Jackson, MO
(typed or printed name of organization)

Fronabarger Concreters, Inc.
(typed or printed name of organization)

By: _____
(individual's signature)

By: _____
(individual's signature)

Date: _____
(date signed)

Date: _____
(date signed)

Name: Dwain Hahs
(typed or printed)

Name: David McMullin
(typed or printed)

Title: Mayor
(typed or printed)

Title: President
(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Title: Kelly Tucker, Sec.
(typed or printed)

Address for giving notices:
101 Court Street
Jackson, MO 63755

Address for giving notices:
3290 State Highway E
Oak Ridge, MO 63769

Designated Representative:
Name: Chris Eastridge
(typed or printed)

Designated Representative:
Name: David McMullin
(typed or printed)

Title: Civic Center Manager
(typed or printed)

Title: President
(typed or printed)

Address:
381 East Deerwood Drive
Jackson, MO 63755

Address:
3290 State Highway E
Oak Ridge, MO 63769

Phone: (573) 204-8848

Phone: (573) 266-3212

Email: ceastridge@jacksonmo.org

Email: david@fronabarger.com

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

License No.: _____
(where applicable)

State: _____