



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, August 19, 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.

PUBLIC HEARINGS

2. Public Hearing to consider the proposed 2024 General Revenue, Parks & Recreation, Cemetery, and Band Tax Rates.

APPROVAL OF MINUTES

3. Motion approving the Minutes of the Regular Meeting of August 5, 2024.

FINANCIAL AFFAIRS

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

ACTION ITEMS

Power, Light, and Water Committee

7. Bill proposing an Ordinance authorizing a contractual agreement with Matthew Winters, relative to employment as City Administrator.
8. Bill proposing an Ordinance authorizing the Mayor to sign a Depository Agreement with First State Community Bank.
9. Bill proposing an Ordinance approving a Memorandum of Understanding with the County of Cape Girardeau, Missouri, relative to primary electric service rates at the Cape Girardeau County Jail, located at 216 North Missouri Street.
10. Bill proposing an Ordinance setting the 2024 General Revenue, Parks & Recreation, Cemetery, and Band Tax Rates.

Street, Sewer, and Cemetery Committee

- [11.](#) Motion approving Change Order No. 1, extending the contract time by 30 days, to Gunner Energy Corporation d/b/a General Acrylics, of Mt. Vernon, Illinois, relative to the Tennis Court Repair & Resurfacing Project.
- [12.](#) Motion approving Change Order No. 4, in the amount of \$12,400.00, to Herzog Excavating & Demolition, LLC, of Perryville, Missouri, relative to the Disposal of Stockpiled Brush Program.
- [13.](#) Motion authorizing the City staff to prepare a request on behalf of the City of Jackson, Missouri, for a text amendment to Chapter 65 (Zoning) of the Code of Ordinances, relative to applications for voluntary annexation with zoning.
- [14.](#) Motion approving payment in the amount of \$6,207.56 to United Land Title, relative to the acquisition of right of way and an easement from Nabors Land Development, LLC, for the Roundabout Project at North High Street and Deerwood Drive.
- [15.](#) Bill proposing an Ordinance authorizing a License Agreement with McQuade Enterprises, LLC, of Jackson, Missouri, relative to the City mural on East Main Street.

NON-AGENDA CITIZEN INPUT

INFORMATION ITEMS

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

EXECUTIVE SESSION

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

ADJOURN

Posted on 08/16/2024 at 4:00 PM.

NOTICE OF PUBLIC HEARING

A public hearing will be held at 6:00 P.M., August 19, 2024, at City Hall, 101 Court Street, Jackson, Missouri, at which time citizens may be heard on the property tax rates proposed to be set by the City of Jackson, Missouri. The tax rates shall be set to produce the revenues which the budget for the fiscal year shows to be required from the property tax. Each tax rate is determined by dividing the amount of revenue required by current assessed valuation. The result is multiplied by 100 so the tax rate will be expressed in cents per \$100 valuation. The following calculations are based on present data (after Board of Equalization adjustments).

Assessed Valuation (by Categories)	Current Tax <u>Year 2024</u>	Prior Tax <u>Year 2023</u>
Real Estate	\$ 231,409,547	\$ 222,077,048
Personal Property	\$ 69,290,834	\$ 69,065,077
State Assessed	\$ 821,247	\$ 1,018,919
	\$ <u>301,521,628</u>	\$ <u>292,301,474</u>

	Amount of Property Tax Revenues <u>Budgeted for 2024</u>	Proposed Tax Rate For <u>2024 (per \$100)</u>
General Revenue	\$ 1,780,787	\$ 0.5906
Parks & Recreation	\$ 373,585	\$ 0.1239
Cemetery	\$ 230,061	\$ 0.0763
Band	\$ 230,061	\$ 0.0763
	\$ <u>2,614,494</u>	\$ <u>0.8671</u>

Published: 08/13/2024

Mayor
Board of Aldermen
City of Jackson
Angela Birk, City Clerk



Office of the Cape Girardeau County Clerk

Kara Clark Summers

1 Barton Square, Suite 301

Jackson, MO 63755

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

Notice of 2024 Aggregate Assessed Valuation

As required by Section 137.245.3, RSMo, I, Kara Clark Summers, County Clerk of Cape Girardeau County, State of Missouri, do hereby certify the foregoing to be a true and correct Aggregate Assessed Valuation of said Political Subdivision, in said County, for the 2024 Tax Year as certified by the County Assessor.

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

<u>City of Jackson</u>			
REAL ESTATE :	JUNE	After B O E	T I F
Assessor's List			
Agriculture	297,110	297,110	5,650
Residential	169,519,820	169,502,390	15,810
Commercial	61,558,810	61,529,940	0
Sub-total	231,375,740	231,329,440	21,460
RR/Utility			
(Local)			
Operating Property	101,567	101,567	
Non-operating	0	0	
(State) Commercial	715,033	715,033	
GRAND TOTAL Real Estate	232,192,340	232,146,040	
PERSONAL PROPERTY:			
Assessor's List	68,930,310	69,266,090	
RR/Utility (Local)	24,744	24,744	
(State)	106,214	106,214	
GRAND TOTAL Personal Property	69,061,268	69,397,048	
ASSESSED VALUATION TOTAL	301,253,608	301,543,088	
ASSESSED VALUATION MINUS TIF	301,232,148	301,521,628	

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the County Commission of Cape Girardeau County this 31st day of July 2024.

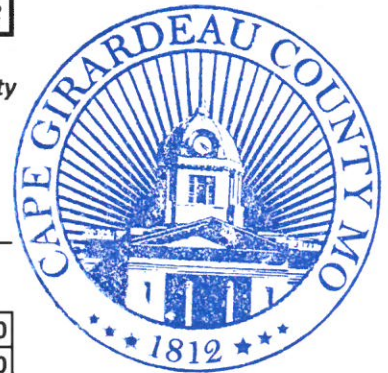
Kara Clark Summers

Kara Clark Summers, County Clerk

NEW CONSTRUCTION:	8,428,320	8,396,640
ANNEXED TERRITORY:	1,800	1,800

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

Document prepared by Jessica Swan, Deputy Clerk





CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, August 5, 2024 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

The Board of Aldermen met in the Regular Session with Mayor Dwain L. Hahs in the chair and the following Board Members present: Mike Seabaugh, Eric Fraley, Katy Liley, Shana Williams, Steve Stroder, David Reiminger, and Wanda Young. Present-7; Absent-1: David Hitt

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

Motion to Approve the Minutes of the)
 July 15, 2024, Regular Board Meeting)

Motion made by Alderman Seabaugh, seconded by Alderwoman Young, to approve the minutes of the preceding Regular Board Meeting of Monday, July 15, 2024. Ayes-7; Nays-0; Absent-1.

Motion to Approve the Minutes of the)
 July 23, 2024, Special Board Meeting)

Motion made by Alderwoman Liley, seconded by Alderwoman Young, to approve the minutes of the preceding Special Board Meeting of Tuesday, July 23, 2024. Ayes-7; Nays-0; Absent-1.

Motion to Approve Bills of August, 2024)

Now is presented the Semimonthly Bills Report, in the various funds for the month of August, 2024. Motion made by Alderwoman Young, seconded by Alderman Stroder, to approve the Semimonthly Bills in the various funds for August, 2024. Ayes-7; Nays-0; Absent-1.

Motion to Record in the Minutes the)
 Disposal of City Records which have)
 Met their Retention Life)

Motion made by Alderman Reiminger, seconded by Alderman Seabaugh, to record in the minutes the disposal of City records which have met their retention life and were destroyed in compliance with the guidelines according to the Missouri Secretary of State's Record Retention Schedule, under RSMo 109.230(4). Ayes-7; Nays-0; Absent-1. The following records were disposed of by bulk shredding on July 17, 2024, by The Shred Truck:

RECORD DESCRIPTION:

INCLUSIVE DATE

1099s	2000 - 2020
Accounts Payable Check Copies	2020
Accounts Payable Invoices	2020
Accounts Payable Reports	2020
Accounts Receivable Paid Invoices	2020



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Bank Deposit Tickets	2020
Bank Statements & Records	2020
Bank Depository Agreements & Securities Pledged	2020
Building Plans	2018
Check Deposit Register	2020
City Treasurer's Monthly Reports	2020
Collector's Batch Lists	2021
Collector's Daily Reconciliation Postings & Reports	2021
Credit Card Receipts	2020
Female Employee Report	2018
Fuel Tickets, Transfer and Work Tickets	2020
G/L Posting Journal	2020
Inventory Sheets	2020
Investment Allocation Worksheets	2020
MIRMA Files	2018
Missouri Taxes Received	2020
MODES & Reports for CFS & Multiple Work Sites	2018
Monthly Journal Entries/Computer Worksheets	2020
Paid Invoices	2020
Park Foundation Summaries	2020
Payroll Deductions and 941s	2018
Payroll Monthly Reports	2018
Payroll Reports, Taxes, Drug Testing, Insurance W/Hs	2018
Payroll-Sick Time, Garnishments, COBRA	2018
Public Information Requests	2020
Public Notice Records	2020
Purchase Orders	2020
Receipts – Building Permits, Park and Franchises	2020
Returned Checks	2020
Sales Tax Quarterly Reports	2020
Swimming Pool Receipts	2020
Utility Applications	2020
Utility Bill Postal Statements	2020
Utility Bill Stubs	2020
Utility Work Orders	2020
W-2s & W-3s and 1095Cs & 1094Cs	2018
Water Sold	2020
Workmen's Compensation	2018
W & L Deposit Account - Refunds	2020

Motion to Approve Change Order No. 3)
 To Robinson Industrial, Heavy and)
 Commercial Contracting, Inc. dba RIHC)
 Contracting, of Perryville, Missouri,)
 Relative to the Jackson Water Plant)
 Improvements – Phase 2, Project 2D)

Motion made by Alderman Reiminger, seconded by Alderwoman Williams, to approve Change Order No. 3, in the amount of \$12,015.94, to Robinson Industrial, Heavy and Commercial Contracting, Inc. dba RIHC Contracting of Perryville, Missouri, relative to the Jackson Water Plant Improvements – Phase 2, Project 2D. Ayes-7; Nays-0; Absent-1.



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Ordinance No. 24-62 Re: To Accept the)
 Dedication of Water Line Easement)
 Deeds from Wilson P. Pais, Church)
 Enterprises, LLC, and Daniel Alvarez)
 Leon, Hilda D. Alvarez-Arambula,)
 Antonio Trejo, and Delia Trejo, relative)
 To the Water System Facility Plan)
 Implementation Project – Phase 2,)
 Project 2E)

The matter of accepting the dedication of Water Line Easement Deeds from Wilson P. Pais, Church Enterprises, LLC, and Daniel Alvarez Leon, Hilda D. Alvarez-Arambula, Antonio Trejo, and Delia Trejo, relative to the Waer System Facility Plan Implementation Project – Phase 2, Project 2E, came on for consideration. Alderman Reiminger introduced Bill No. 24-62, being for an ordinance entitled as follows:

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

On a motion made by Alderman Reiminger, seconded by Alderman Stroder, Bill No. 24-62 was placed on its first reading and was read by title, considered and discussed and was duly passed. On a motion by Alderman Reiminger, seconded by Alderman Stroder, Bill No. 24-62 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed, and the Bill was then duly numbered Ordinance No. 24-62 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderwoman Young-aye; Alderman Hitt-absent; Alderwoman Williams-aye; Alderman Reiminger-aye; Alderman Seabaugh-aye; Alderman Fraley-aye; Alderwoman Liley-aye; and Alderman Stroder-aye.

BILL NO. 24-62

ORDINANCE NO. 24-62

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

WHEREAS, **Wilson P. Pais, Church Enterprises, LLC, and Daniel Alvarez Leon, Hilda D. Alvarez-Arambula, Antonio Trejo, and Delia Trejo**, of the County of Cape Girardeau, State of Missouri, deeded to the City of Jackson, Missouri, the property described in the Water Line Easement Deeds, attached hereto.

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

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



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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 Deeds.

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

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

FIRST READING: August 5, 2024.

SECOND READING: August 5, 2024.

PASSED AND APPROVED this 5th day of August, 2024, by a vote of 7 ayes, 0 nays, 0 abstentions and 1 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

By: Dwain L. Hahs (signed)
 Mayor

Angela Birk (signed)
 City Clerk

Ordinance No. 24-63 Re: To Amend)
 Chapter 3 (Administration) of the)
 Code of Ordinances, relative to removal)
 and Hearing procedure for the position)
 Of City Administrator)

The matter of amending Chapter 3 (Administration) of the Code of Ordinances, relative to removal and hearing procedure for the position of City Administrator, came on for consideration. Alderman Reiminger introduced Bill No. 24-63, being for an ordinance entitled as follows:

AN ORDINANCE AMENDING CHAPTER 3 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSOURI, RELATIVE TO REMOVAL AND HEARING PROCEDURE; AND REPEALING ALL ORDINANCES IN CONFLICT THEREWITH.

On a motion made by Alderman Reiminger, seconded by Alderman Seabaugh, Bill No. 24-63 was placed on its first reading and was read by title, considered and discussed and was duly passed. On a motion by Alderman Reiminger, seconded by Alderman Seabaugh, Bill No. 24-63 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed, and the Bill was then duly numbered Ordinance No. 24-63 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderwoman Liley-aye; Alderwoman



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Young-aye; Alderman Hitt-absent; Alderwoman Williams-aye; Alderman Reiminger-aye; Alderman Seabaugh-aye; Alderman Fraley-aye; and Alderman Stroder-aye.

BILL NO. 24-63

ORDINANCE NO. 24-63

AN ORDINANCE AMENDING CHAPTER 3 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSOURI, RELATIVE TO REMOVAL AND HEARING PROCEDURE; AND REPEALING ALL ORDINANCES IN CONFLICT THEREWITH.

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

Section 1. That Chapter 3, Article VII, of the Code of Ordinances of the City of Jackson, Missouri, is hereby amended to read as follows:

“Sec. 3-306. Removal; hearing.

The City Administrator shall serve at the pleasure of the appointing authority. The Mayor, with consent of a majority of all members of the Board of Aldermen, may remove the City Administrator from office at will, and such City Administrator may also be removed by a six-eighths (6/8) vote of all members elected to the Board of Aldermen independently of the Mayor’s approval or recommendation. If requested, the Mayor and Board of Aldermen shall grant the City Administrator a public hearing within thirty (30) days following notice of removal. During the interim the Mayor with the approval of a majority of all aldermen or by six-eighths (6/8) of all aldermen without the Mayor’s approval, may suspend the City Administrator from duty, but shall continue his salary and, if after a hearing, removal becomes final, shall pay his salary for two (2) calendar months, or as agreed to by the parties, following the final removal date; provided, however, that if the City Administrator shall be removed for acts of dishonesty or of moral turpitude, such salary shall not be continued.

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

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



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

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

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

FIRST READING: August 5, 2024.

SECOND READING: August 5, 2024.

PASSED AND APPROVED this 5th day of August, 2024, by a vote of 7 ayes, 0 nays, 0 abstentions and 1 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
 Mayor

ATTEST:

Angela Birk (signed)
 City Clerk

Motion to Approve Change Order No. 2)
 To Putz Construction, LLC, of Millersville)
 Missouri, relative to the Annual Concrete)
 Pavement Improvement Program)

Motion made by Alderwoman Liley, seconded by Alderman Fraley, to approve Change Order No.2, in the amount of \$30,160.24, to Putz Construction, LLC, of Millersville, Missouri, relative to the Annual Concrete Pavement Improvement Program. Ayes-7; Nays-0; Absent-1.

Motion to Accept the proposal of HR)
 Solutions On-Call, LLC, of Lee's Summit,)
 Missouri, relative to providing services)
 Under the 2024 Employee Wage, Salary,)
 And Benefits Survey)

Motion made by Alderwoman Liley, seconded by Alderwoman Young, to accept the proposal of HR Solutions On-Call, LLC, of Lee's Summit, Missouri, in the amount of \$7,455.60, relative to providing services under the 2024 Employee Wage, Salary, and Benefits Survey. Ayes-7; Nays-0; Absent-1.

Ordinance No. 24-64 Re: To Authorize)
 a contractual agreement with HR)
 Solutions On-Call, LLC, of Lee's Summit)
 relative to the 2024 Employee Wage,)
 Salary, and Benefits Survey)

The matter of authorizing a contractual agreement with HR Solutions On-Call, LLC, of Lee's Summit, Missouri, in the amount of \$7,455.60, relative to providing services under the 2024



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Employee Wage, Salary, and Benefits Survey, came on for consideration. Alderwoman Liley introduced Bill No. 24-64, 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 HR SOLUTIONS ON-CALL, LLC OF LEE SUMMIT, MISSOURI, RELATIVE TO THE 2024 EMPLOYEE WAGE, SALARY, AND BENEFITS SURVEY; 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 Fraley, Bill No. 24-64 was placed on its first reading and was read by title, considered and discussed and was duly passed. On a motion by Alderwoman Liley, seconded by Alderman Fraley, Bill No. 24-64 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed and the Bill was then duly numbered Ordinance No. 24-64 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Fraley-aye; Alderwoman Liley-aye; Alderman Hitt-absent; Alderman Reiminger-aye; Alderman Seabaugh-aye; Alderman Stroder-aye; Alderwoman Young-aye; and Alderwoman Williams-aye.

BILL NO. 24-64

ORDINANCE NO. 24-64

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND HR SOLUTIONS ON-CALL, LLC OF LEE SUMMIT, MISSOURI, RELATIVE TO THE 2024 EMPLOYEE WAGE, SALARY, AND BENEFITS SURVEY; 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 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 attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **HR Solutions On-Call, LLC, of Lee Summit, 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: August 5, 2024.

SECOND READING: August 5, 2024.

PASSED AND APPROVED this 5th day of August, 2024, by a vote of 7 ayes, 0 nays, 0 abstentions and 1 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST: By: Dwain L. Hahs (signed)
 Mayor

Angela Birk (signed)
 City Clerk

Ordinance No. 24-65 Re: To Accept the)
 Dedication of a Stormwater Detention)
 Basin Easement Deed from Jacob and)
 Nicole Jones, relative to the development)
 Of Orchard Town Homes Subdivision)

The matter of accepting a stormwater detention basin easement deed from Jacob and Nicole Jones, relative to the development of Orchard Town Homes Subdivision, came on for consideration. Alderwoman Liley introduced Bill No. 24-65, being for an ordinance entitled as follows:

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

On a motion made by Alderwoman Liley, seconded by Alderwoman Young, Bill No. 24-65 was placed on its first reading and was read by title, considered and discussed and was duly passed. On a motion by Alderwoman Liley, seconded by Alderwoman Young, Bill No. 24-65 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed and the Bill was then duly numbered Ordinance No. 24-65 and was signed and approved by Mayor Dwain L. Hahs



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and attested by the City Clerk. On roll call: Alderman Reiminger-aye; Alderman Fraley-aye; Alderman Hitt-absent; Alderman Seabaugh-aye; Alderman Stroder-aye; Alderwoman Young-aye; Alderwoman Williams-aye; and Alderwoman Liley-aye.

BILL NO. 24-65

ORDINANCE NO. 24-65

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ATTEST TO THE CITY'S ACCEPTANCE OF CERTAIN PROPERTIES DEEDED TO THE CITY, WHICH SAID PROPERTIES ARE PARTICULARLY SET FORTH IN THE ATTACHED EASEMENT DEED.

WHEREAS, Jacob and Nicole Jones, of the County of Cape Girardeau, State of Missouri, deeded to the City of Jackson, Missouri, the property described in the Stormwater Detention Basin Easement Deed, attached hereto.

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

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

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

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

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

FIRST READING: August 5, 2024.

SECOND READING: August 5, 2024.

PASSED AND APPROVED this 5th day of August, 2024, by a vote of 7 ayes, 0 nays, 0 abstentions and 1 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

BY: Dwain Hahs (signed)
 Mayor

ATTEST:



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Angela Birk (signed)
City Clerk

City Administrator James Roach)
requests Closed Session)

Now comes forth City Administrator James Roach to request to proceed into closed session for one item of real estate in accordance with Section 610.021(2) RSMo, one item of personnel in accordance with Section 610.021(3)(13) RSMo, and one contract item in accordance with Section 610.021(12) RSMo.

Motion to Recess the Meeting to Study)
Session)

Motion made by Alderman Fraley, seconded by Alderwoman Liley, to recess the meeting at 6:16 P.M., to convene to the Study Session. Ayes-7; Nays-0; Absent-1.

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

Meeting concluded at 6:34 P.M. On a motion by Alderwoman Liley, seconded by Alderwoman Williams, it is ordered that the Board now convene into closed session for, one item of real estate in accordance with Section 610.021(2) RSMo, one item of personnel in accordance with Section 610.021(3)(13) RSMo, and one contract item 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 Seabaugh-aye; Alderwoman Williams-aye; Alderman Stroder-aye; Alderwoman Young-aye; Alderman Hitt-absent; Alderwoman Reiminger-aye; Alderwoman Liley-aye; and Alderman Fraley-aye. Ayes-7; Nays-0; Absent-1.

ATTEST:

Mayor

City Clerk

CITY COLLECTOR'S REPORT FOR JULY 2024

DESCRIPTION	ELECTRIC FUND	WATER FUND	WASTEWATER FUND	LANDFILL FUND	GEN. REV. FUND	TOTAL
Service Charges (includes internal transfers)	1,363,162.54	294,566.78	226,987.88	65,812.35	-	1,950,529.55
Penalties	3,863.45	929.92	734.25	207.90	-	5,735.52
Sales Tax	39,136.58	8,253.35	-	-	-	47,389.93
Disconnect Fees	-	-	-	-	-	-
Returned Transaction Fees	360.00	-	-	-	-	360.00
Customer Relocation Fees	-	-	-	-	200.00	200.00
Trash Stickers	-	-	-	2,109.60	-	2,109.60
UTILITY COLLECTIONS	1,406,522.57	303,750.05	227,722.13	68,129.85	200.00	2,006,324.60
Adjustments - Penalties	-	-	-	-	-	-
Adjustments - Taxes	-	-	-	-	-	-
Adjustments - Service Fees	-	-	-	-	-	-
NET UTILITY COLLECTIONS	1,406,522.57	303,750.05	227,722.13	68,129.85	200.00	2,006,324.60
Business/Contractor Licenses	-	-	-	-	1,455.00	1,455.00
Event Fees/Misc. Charges	1,325.00	-	-	-	-	1,325.00
NON-UTILITY COLLECTIONS	1,325.00	-	-	-	1,455.00	2,780.00
Misc. Adjustments	-	-	-	-	-	-
Interest on Collector's bank account	-	-	-	-	-	966.85
Cash in bank	-	-	-	-	-	2,010,071.45
Missouri Sales Tax payment	(39,136.58)	(8,253.35)	-	-	-	(47,389.93)
TO CITY TREASURER					\$	1,962,681.52

Respectfully Submitted,



City Collector



CITY CLERK'S REPORT FOR THE MONTH OF July 2024

ELECTRIC

Sale of Merchandise	0.00	
Cable TV Pole Rental	0.00	
Electric Meters	2,095.00	
Electric Service Lines	3,200.00	
Returned Check Fees	0.00	
URD Services	0.00	
Sales Tax Commission	847.22	
Labor and Equipment Use	0.00	
Miscellaneous-Scrap Metal	<u>0.00</u>	
TOTAL		6,142.22

WATER & SEWER

WATER

Water Taps & Water Meters	7,545.00	
Sale of Merchandise	0.00	
Miscellaneous-Scrap Metal	<u>0.00</u>	
TOTAL		7,545.00

WASTEWATER

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

GENERAL REVENUE

Building Permits	3,104.47	
Electric Permits	260.00	
Gas Permits	200.00	
Plumbing/Sewer Permits	420.00	
Sewer Tap Permits	1,620.00	
Public Hearing & Plat Recording	104.00	
Stormwater Review Fees	225.00	
Street Repair or Mowing	0.00	
Gas Franchise	9,583.03	
Sale of Merchandise	0.00	
Community Room	0.00	
Cable TV Franchise	22,185.94	
Copies	301.00	
Telephone Franchise Fees	12,092.04	
Fire Cost Recovery	0.00	
Interest Earned	0.00	
Jail Expense Reimbursement	0.00	
Cell Tower Rental	1,058.00	
Health Insurance Reimbursement	25.68	
Street Repair or Scrap Metal	<u>0.00</u>	
TOTAL		51,179.16

LANDFILL

Refuse Collections	100.00	
Recyclables	2,145.56	
E-Cycle TV/Monitor Fees	270.00	
Royalties	<u>10,500.00</u>	
TOTAL		13,015.56

CEMETERY

Sale of Lots	9,500.00	
Sale of Niches	0.00	
Grave Openings	5,425.00	
Niche Openings	0.00	
Weekend/Holiday Grave Openings/Inurnments	0.00	
Disinterments/Disinurnments	<u>0.00</u>	
TOTAL		14,925.00

PARK

Misc. Park Rentals	50.00	
Rent - Howard St. House	741.75	
Ballfield Rentals	973.00	
Pavilion Rentals	<u>665.00</u>	
TOTAL		2,429.75
<u>PARK FOUNDATION</u>		
Donations	2,280.00	
Civic Center Donations	<u>0.00</u>	
TOTAL		2,280.00
<u>RECREATIONAL DEVELOPMENT</u>		
Pool Concession Receipts	1,592.00	
Swimming Pool Gate Receipts	7,712.00	
Pool Misc	2,200.00	
Basketball Entry Fees	0.00	
Basketball Sponsor Fees	0.00	
Softball Entry Fees	0.00	
Softball Sponsor Fees	0.00	
Softball Tournament Fees	0.00	
Volleyball Entry Fees	0.00	
Reimb./Donations/Special Events	0.00	
Soccer Entry Fees	11,610.00	
Baseball Concessions	0.00	
Baseball Entry Fees	0.00	
Baseball Sponsor Fees	<u>0.00</u>	
TOTAL		23,114.00
<u>STORMWATER MAINTENANCE FUND</u>		
Stormwater Credit	0.00	
Stormwater Maintenance	<u>1,255.66</u>	
TOTAL		1,255.66
<u>TRUST & AGENCY</u>		
July 4th Receipts	2,520.00	
Farmers Market Fees	<u>0.00</u>	
TOTAL		2,520.00
<u>HEALTH INSURANCE FUND</u>		
Health Insurance Reimbursement	<u>1,274.38</u>	
TOTAL		1,274.38
<u>INMATE SECURITY FUND</u>		
Inmate Security Court Costs	<u>0.00</u>	
TOTAL		0.00
<u>TRANSPORTATION SALES TAX</u>		
Rent - Donna Drive Extension	<u>741.88</u>	
TOTAL		741.88
<u>RECREATIONAL SALES TAX FUND</u>		
Civic Center Rentals	8,195.00	
Civic Center Programs	1,155.00	
Civic Center Membership Fees	0.00	
Civic Center Entry Fees	1,078.00	
Civic Center Concessions	<u>132.75</u>	
TOTAL		10,560.75
REPORT TOTAL		<u>\$136,983.36</u>

Water & Light Deposit Accounts

JULY, 2024

Beginning Balance July 1, 2024:	\$274,040.25
TOTAL DEPOSITS	\$11,890.11
TOTAL REFUNDS	\$17,243.75
Ending Balance July 31, 2024:	\$268,686.61

Balance Consists of :

Checking Account for US Bank	\$58,686.61
Investments	\$210,000.00
	\$268,686.61

CITY TREASURER'S REPORT FOR JULY, 2024

Item 6.

FUND	FUND BALANCES 07-01-2024	RECEIPTS	TRANSFER OF FUNDS	DISBURSEMENTS	FUND BALANCES 07-31-2024	INVESTMENTS	CASH BALANCE 07-31-2024
ELECTRIC FUNDS							
Operation & Maintenance	-	1,378,607.15	(204,758.89)	1,173,848.26	-	-	-
Electric Surplus Fund	2,386,829.01	-	185,242.05	29,144.22	2,542,926.84	1,164,378.71	1,378,548.13
Electric Capital Projects Fund	3,973,114.18	-	-	451,802.43	3,521,311.75	3,500,000.00	21,311.75
WATER & SEWER FUNDS							
Water Operation & Maint.	-	305,777.80	(225,064.57)	80,713.23	-	-	-
Water & Sewer Revenue Bond Fund	-	-	208,051.55	-	208,051.55	-	208,051.55
Water & Sewer Deprec. Res. Fund	30,000.00	-	-	-	30,000.00	30,000.00	-
Water & Sewer Bond Reserve Fund	50,000.00	-	-	-	50,000.00	50,000.00	-
Water & Sewer Contingent Fund	30,000.00	-	-	-	30,000.00	30,000.00	-
Water & Sewer Surplus Fund	10,154,646.12	-	160,683.66	70,191.23	10,245,138.55	9,672,933.69	572,204.86
Water Replacement Fund	777,600.98	-	3,510.08	-	781,111.06	725,000.00	56,111.06
Wastewater Operation & Maint.	-	228,171.99	(167,309.64)	60,862.35	-	-	-
Wastewater Replacement Fund	1,062,497.23	-	-	-	1,062,497.23	1,048,144.85	14,352.38
W & S Construction Fund	3,893,216.70	-	-	29,270.00	3,863,946.70	950,000.00	2,913,946.70
General Revenue Fund	3,924,517.10	68,060.18	(106,432.27)	634,178.69	3,251,966.32	2,600,000.00	651,966.32
Landfill Fund	653,884.65	82,179.13	(7,263.31)	41,939.15	686,861.32	525,000.00	161,861.32
Cemetery Fund	1,047,674.04	15,649.22	(5,278.56)	13,785.79	1,044,258.91	870,000.00	174,258.91
City Park Fund	261,656.84	3,605.92	(5,876.74)	42,338.65	217,047.37	-	217,047.37
Public Park Foundation Fund	280,933.14	2,280.00	-	9,671.05	273,542.09	140,000.00	133,542.09
Recreational Development Fund	122,276.68	23,114.00	-	51,974.51	93,416.17	-	93,416.17
Band Fund	-	724.22	-	724.21	0.01	-	0.01
ARPA Fund	1,730,399.54	3,890.43	-	220,880.52	1,513,409.45	1,495,000.00	18,409.45
Road Use Tax Fund	818,491.43	70,761.21	-	-	889,252.64	754,000.00	135,252.64
Stormwater Maintenance Fund	297,250.16	1,255.66	-	-	298,505.82	266,000.00	32,505.82
Trust and Agency Fund	855,502.82	28,474.61	30,616.73	73,711.74	840,882.42	835,000.00	5,882.42
Health Insurance Fund	1,356,918.69	16,178.38	147,982.94	160,482.61	1,360,597.40	1,000,000.00	360,597.40
Inmate Security Fund	17,109.12	62.00	-	-	17,171.12	-	17,171.12
Equitable Sharing Fund	3,617.07	-	-	-	3,617.07	-	3,617.07
Transportation Sales Tax Fund	605,054.94	135,802.13	-	78,102.59	662,754.48	600,000.00	62,754.48
Transportation Capital Projects Fund	641,384.53	-	-	-	641,384.53	-	641,384.53
Sales Tax Fund	1,141,826.23	279,417.05	(13,250.00)	161,812.73	1,246,180.55	896,622.39	349,558.16
Recreation Sales Tax Fund	112,875.22	78,090.67	(853.03)	30,280.95	159,831.91	50,000.00	109,831.91
Public Safety Sales Tax Fund	1,000.00	135,035.13	-	-	136,035.13	-	136,035.13
Fire Protection Sales Tax Fund	3,333.00	67,529.98	-	-	70,862.98	-	70,862.98
Capital Projects Construction Fund	3,617,877.69	-	-	93,575.49	3,524,302.20	2,900,000.00	624,302.20
Economic Dev. Reserve Fund	886,598.78	-	-	-	886,598.78	850,000.00	36,598.78
CDBG Grant Fund	77,356.53	-	-	4,161.50	73,195.03	-	73,195.03
I-55 Corridor Special Alloc. Fund	2,317.69	-	-	-	2,317.69	-	2,317.69
TOTALS	40,817,760.11	2,924,666.86	-	3,513,451.90	40,228,975.07	30,952,079.63	9,276,895.44

Respectfully Submitted,



Angela Birk, City Clerk/Treasurer

Cash on Hand	1,675.00
General Account	7,308,921.85
Collectors Account	1,962,681.52
Equitable Sharing Fund	3,617.07

TOTAL	9,276,895.44
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BILL NO. 24-__

ORDINANCE NO. 24-__

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE AN EMPLOYMENT AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *MATTHEW WINTERS, OF POPLAR BLUFF, MISSOURI*, RELATIVE TO *EMPLOYMENT AS CITY ADMINISTRATOR*; 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 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 attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **Matthew Winters, of Poplar Bluff, Missouri**. It is the belief of the Mayor and Board of Aldermen that it is in the best interest of the citizens of the City of Jackson, Missouri, that the City enters into said contract.

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

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

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

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

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

FIRST READING: August 19, 2024.

SECOND READING: August 19, 2024.

PASSED AND APPROVED this 19th day of August, 2024, by a vote of __ ayes, __ nays, __ abstentions and __ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: _____
Mayor

City Clerk

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is entered into as of the date first written below by and between the **CITY OF JACKSON, MISSOURI** ("the City" or "Employer") and **MATTHEW WINTERS** ("Winters" or "Employee"). The parties agree as follows:

I. **Employment.** Pursuant to the terms and provisions of this Agreement, the City shall employ Winters to serve as City Administrator of the City as of September 23, 2024 (the "Effective Date"), and shall discharge the duties and responsibilities of such office in accordance with the City Ordinances, and also in accordance with the terms, conditions and provisions of this Agreement.

2. This Agreement is for an initial term of three (3) years commencing on the Effective Date and continuing to September 22, 2027, or until terminated in accordance with law, the City Ordinances, or the provisions of termination contained in this Agreement.

3. **The Position.** At all times during Employee's employment hereunder, Employee shall serve as City Administrator at the purview and pleasure of the Board of Aldermen in accordance with and as required by the City Ordinances which, among other things, requires Employee to perform the duties of City Administrator as set forth in the City Ordinances, requires Employee to devote his entire time to the duties of his office, and requires Employee to live within the city limits of the City during his tenure. At all times, Employee shall report to and be subject to the direction of the Mayor and the Board of Aldermen, and in addition to the functions, duties, and responsibilities of the City Administrator as set forth in the City Ordinances, Employee shall oversee, discharge and coordinate such additional and further responsibilities as the Mayor and the Board of Aldermen may deem necessary.

4. **Performance.** The Mayor and Board of Aldermen shall review the performance of Employee ninety (90) days from the Effective Date and thereafter shall annually review the performance of Employee from the Effective Date, establishing specific performance goals for Employee, and shall make a reasonable effort to share with Employee the City's desired performance review format, the City's approach for successful performance, and the desired performance goals for Employee and how said goals relate to the overall success of the City.

Throughout Employee's employment pursuant to this Agreement, Employee agrees to and shall devote 100% of his professional and business hours and his undivided attention to the business and affairs of the City, except as otherwise provided in this Agreement. Provided that Employee timely discloses to the Board of Aldermen and receives the Board of Aldermen's approval to engage in the activity, nothing in this Agreement shall preclude Employee from devoting reasonable periods as may be required

for outside activities and engagements that will not reflect adversely on the City, and that are not inconsistent with the City Ordinances, or the mission or purposes of the City including, but not limited to, such activities as the following: (a) fulfilling speaking engagements; or (b) engaging in charitable and community activities that are not inconsistent with the City Ordinances or the mission and purposes of the City.

5. **Compensation.** For all services provided to the City by Employee during Employee's employment hereunder, Employee shall be paid the following compensation: Beginning the Effective Date, One Hundred Fifty-Five Thousand Dollars (\$155,000.00) annually, payable biweekly. Beginning the Effective Date, Employee's performance shall be evaluated by the Board of Aldermen annually, and increases in annual Base Compensation, if any, shall be based on Employee's performance, budgetary guidelines, market comparability, or for other reasons as desired by the Board of Aldermen. The compensation provided in this paragraph shall be in addition to the benefits and other remunerations that are set forth in this Agreement.

6. **Fringe and Welfare Benefits.**

(a) **Automobile.** Throughout Employee's employment under this Agreement, Employee shall have a City vehicle assigned to Employee for City business related use.

(b) **Leave Benefits.** In addition to leave authorized and allowed by law, including military leave and Family and Medical Leave, Employee shall receive the following leave benefits:

(i) For the twelve (12) months following the Effective Date, one hundred and twenty (120) hours of sick leave. Employee will receive one hundred and twenty (120) hours of sick leave on each of Employee's subsequent anniversary dates of employment. Sick leave use and accrual is under the same terms and conditions as other similarly-situated unclassified active employees of the City, and subject also to the City's right to amend or terminate any such days at any such time.

(ii) For the twelve (12) months following the Effective Date, four (4) weeks of vacation. Employee will receive four (4) weeks of vacation on each of Employee's subsequent anniversary dates of employment. Vacation use and accrual is under the same terms and conditions as other similarly-situated unclassified active employees of the City, and subject also to the City's right to amend or terminate any such days at any such time.

(iii) Holiday and personal days will be provided in accordance with City written policy under the same terms and conditions as other similarly-situated unclassified active employees of the City, and subject also to the City's right to amend or terminate any such days at any time.

(c) **Health, Dental and Vision Insurance.** Employee is eligible to receive health, dental and vision insurance benefits under the terms and conditions of the City's insurance plans under the same terms and conditions as other similarly situated unclassified active employees of the City, and subject also to the City's right to amend or terminate any such plans at any time.

(d) **Retirement Benefits.** The parties agree and understand that the City participates in the Missouri Local Government Employees Retirement System ("LAGERS"). Upon Employee's qualification for participation under LAGERS, the City agrees to pay 100% of the required contributions on behalf of Employee with a two percent (2%) defined benefit multiplier. In addition to LAGERS, the parties agree and understand that the City offers a supplementary Section 457 retirement plan ("457 Plan") to which Employee may contribute without any contribution from the City.

(e) **Life Insurance.** Employee is eligible to receive life insurance benefits under the terms and conditions of the City's life insurance plan under the same terms and conditions as other similarly-situated unclassified active employees of the City and subject also to the City's right to amend or terminate any such plans at any time.

(f) **Technology Benefits.** The City agrees to provide Employee with a cellphone, a laptop or desktop computer, and other usual and customary technology equipment to be used primarily for City purposes.

(g) **Other Benefits.** In addition to the fringe and welfare benefits set forth herein, throughout the period of Employee's employment by the City under this Agreement, Employee may participate in all fringe and welfare benefit plans offered by the City, subject to and in accordance with the provisions and eligibility requirements of each such plan, and subject also to the City's right to amend or terminate any such plan at any time. Any benefits to be provided are subject to change and will be offered to the extent, and on the terms, made available to other similarly-situated unclassified active employees.

7. **Professional Development and Job-Related Expenses.** With prior approval by the City, and subject to annual budget appropriation and constraints, the City agrees to pay for professional dues, professional subscriptions, and seminar attendance of Employee, as well as reasonable associated travel expenses, necessary for continuation and participation in national, regional, state, and local associations, and organizations necessary and desirable for Employee's continued professional participation, growth, and advancement, including, but not limited to the ICMA Annual Conference, Missouri Municipal League (MML) activities, Missouri City/County Management Association (MCMA) annual conference and activities, and such other national, regional, state, and local governmental groups and committees in which Employee serves as a member. In addition, the City recognizes that certain expenses of a job-related nature may be incurred by Employee while performing official duties and agrees to reimburse or to pay such general expenses in accordance with City policy and practice.

8. **Relocation Assistance.** Employee understands that he shall establish and maintain residence within the corporate boundaries of the City during Employee's tenure. The City shall reimburse the Employee for the actual expenses of moving Employee and his family and personal property in an amount not to exceed \$10,000.00. Said moving expenses must be pre-approved by the City, and Employee must submit three (3) bids to the City for consideration.

9. **Bonding.** The City shall bear the cost of any fidelity or other bonds required of Employee under any law or ordinance.

10. **Termination.** Notwithstanding anything contrary regarding Employee's employment as City Administrator as may be contained within the City Ordinances, this Agreement may be terminated by the City, or by Employee, as follows:

(a) **Without Cause.** Notwithstanding any other provision of this Agreement or anything contained herein to the contrary, this Agreement may be terminated without Cause by City, by following the procedures set forth in Section 3-306 of the City Ordinances.

If the City terminates this Agreement without Cause, then conditioned on Employee executing a full release of any claims relating to Employee's employment with the City, including the termination of that employment, the City shall pay Employee for four (4) months after the effective date of notice of termination an amount equal to Employee's Base Compensation in effect at the date of the notice of termination, to be paid in installments in accordance with the City's customary pay schedule. In addition to salary continuation, Employee will continue to receive for said four (4) month period any benefits Employee was receiving as of the date of notice. Other than as stated herein, all obligations of the City to pay salary or benefits to Employee shall terminate four (4) months after the effective date of notice of termination.

(b) **Effect of Death.** In the event of Employee's death during the period of his employment pursuant to this Agreement, this Agreement shall terminate and Employee's legal representative shall be entitled to the unpaid Base Compensation earned by Employee through the date of death.

(c) **Effect of Disability.** In the event of Employee's disability during the period of Employee's employment pursuant to this Agreement, the City may terminate this Agreement by giving Employee written notice of termination, which termination shall be effective upon the City providing Employee (or Employee's agent) written notice of its election to terminate. For purposes of this Agreement, the term "disability" shall mean Employee's mental or physical impairment occurring during the period of Employee's employment pursuant to this Employment Agreement which, as determined by the City, renders Employee unable, with reasonable accommodation, to safely and effectively perform the essential duties and responsibilities of his position for a period of six (6) consecutive months.

In the event this Agreement is terminated in accordance with paragraph ten (10)(c) of this Agreement, then Employee shall be entitled to the unpaid Base Compensation earned by Employee through the date of termination.

(d) **For Cause.** The City may terminate this Agreement at any time for Cause by following the procedure set forth in Section 3-306 of the City Ordinances, which termination shall be effective upon the City's written notice to Employee of its election to terminate. For purposes of this Agreement, termination of Employee's employment by the City would be "**For Cause**" in the event Employee: (i) commits an act of dishonesty, deceit, malfeasance, or breach of fiduciary duty in the performance of Employee's duties as an employee of the City; (ii) is convicted of, or pleads guilty or *nolo contendere* to any felony, or any misdemeanor involving moral turpitude, or any crime or offense involving dishonesty with respect to the City, or any illegal act involving personal gain to Employee; or (iii) materially breaches any provision of this Agreement. Should Employee be terminated for Cause by the City, the City is not obligated nor required to pay severance under this Agreement. In the event the City terminates this Agreement for Cause, all obligations of the City to Employee hereunder shall cease effective upon the date of termination.

(e) **Resignation.** In the event that Employee voluntarily resigns his position with the City, the Employee shall provide a minimum of thirty (30) days' notice and Employee shall not be entitled to any further compensation after the date of resignation unless the parties agree otherwise.

11. **Compliance with Applicable Laws and Regulations.** This Agreement is to be construed, and the compensation provided hereunder is to be paid, in such manner and at such times as shall comply with all applicable laws and regulations.

12. **Governing Law and Venue.** This Agreement is made and entered into in the State of Missouri and shall be interpreted, construed, enforced and applied pursuant to and in accordance with the laws of Missouri. Venue for any dispute between the parties shall be in the Circuit Court of Cape Girardeau County, Missouri.

13. **Amendment and Waiver.** This Agreement shall not be modified or amended except upon the prior mutual written agreement of the parties. No term or provision of this Agreement shall be deemed to have been waived nor shall any estoppel operate against the enforcement of any provision of this Agreement except by written instrument of the party charged with such waiver or estoppel. No written waiver shall be a continuing waiver unless expressly so stated therein, and each waiver shall be effective only as to the specific term or condition waived, and shall not constitute a continuing waiver of any term or condition.

14. **Severability.** In the event that any provision of this Agreement is held or determined to be invalid or unenforceable for any reason, such invalidity shall not affect any other provision of this Agreement which shall at all times remain in full force and effect.

15. **Notices.** All notices required or permitted hereunder shall be immediately effective upon hand-delivery to the other party, or by electronic mail to the other party with a

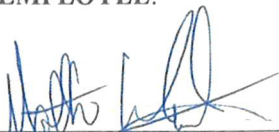
delivery and read receipt request, or by mail, postage prepaid, to the other party's last known address.

16. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties respecting Employee's employment with the City on and after the Effective Date superseding all prior agreements and negotiations with respect to the subject matter hereof. This Agreement may be executed and delivered in one or more counterparts, all of which together shall constitute a single agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first written below.

EMPLOYEE:

08/05/24
Date


Matthew Winters

CITY:

CITY OF JACKSON, MISSOURI

Dwain Hahs, Mayor

ATTEST:

Angela Birk, 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 AGREEMENT WITH DEPOSITORY.

WHEREAS, the City of Jackson, desires to enter into a depository agreement with **First State Community 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 bank 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 **First State Community Bank**. Said agreement is attached hereto and incorporated herein by reference.
2. That all of said depository agreement shall have a one-year term under a depository agreement as required by state statute.
3. That said bank shall be a depository 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 bank 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: August 19, 2024.

SECOND READING: August 19, 2024.

PASSED AND APPROVED this 19th day of August, 2024, by a vote of ____ ayes, ____ nays, ____ abstentions and ____ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: _____
Mayor

City Clerk

BILL NO. 24-__

ORDINANCE NO. 24-__

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *THE COUNTY OF CAPE GIRARDEAU, MISSOURI, RELATIVE TO PRIMARY ELECTRIC SERVICE RATES AT THE CAPE GIRARDEAU COUNTY JAIL*; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

WHEREAS, the Mayor and Board of Aldermen have been presented a memorandum of understanding attached hereto and incorporated herein as if fully set forth; and

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

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

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the memorandum of understanding attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **The County of Cape Girardeau, Missouri**. It is the belief of the Mayor and Board of Aldermen that it is in the best interest of the citizens of the City of Jackson, Missouri, that the City enters into said memorandum of understanding.

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

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

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

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

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

FIRST READING: August 19, 2024.

SECOND READING: August 19, 2024.

PASSED AND APPROVED this 19th day of August, 2024, by a vote of __ ayes, __ nays, __ abstentions and __ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: _____
Mayor

City Clerk

MEMORANDUM OF UNDERSTANDING

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

WHEREAS, the City has codified a procedure for large general and industrial customers to apply to receive a primary service adjustment (“PSA”) for electrical utility services as set forth in Sec. 41-943 of the City’s ordinances; and

WHEREAS, the County has requested from the City a PSA for electrical utility services for the facility known as the Cape Girardeau County Jail and located at 216 N. Missouri Street, Jackson, Missouri; and

WHEREAS, the City desires to provide the County with a PSA; and

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

1. The City will install, own, operate and maintain all electric distribution facilities on the source (or line) side of the primary meter. By way of examples, see attachments A and B which are made a part hereof.

2. The County will install, own, operate and maintain all electric distribution facilities downstream (customer side) of the primary meter. Ownership includes the responsibilities of design, procurement, installation, future replacement, and ongoing maintenance. The County will be responsible for hiring, or contracting with, qualified electricians to install, operate and maintain

its equipment on its side of the demarcation or point of service (“POS”). The County will be responsible for costs associated with the construction of powerline extensions upstream of the primary meter, if needed.

3. Construction and operation of the County’s facilities will be consistent with the National Electric Code (“NEC”) and the National Electrical Safety Code (“NESC”).

4. The location of the primary metering equipment and all associated utility distribution equipment required for establishing a primary metered service will be coordinated with the Director of Electric Utilities.

5. The County system will be subject to inspection and approval by the City for metering, protective devices and interconnection facilities downstream of the demarcation point or POS.

6. The County’s electric distribution system must be designed to prohibit “feedback” into the City’s system. Any operation of the County’s primary system must be coordinated with the Director of Electric Utilities.

7. The County’s system must be designed to match the City’s 12,470 volts and transformers.

8. All primary metering will be supplied by the City and billed to the County at cost. If the County purchases the primary metering equipment directly the equipment must meet City Specifications.

9. The County will provide the City with the appropriate contact personnel for purposes of coordinating and accessing County owned facilities containing switchgear or switchboards. County will be responsible for contacting the Director of Electric Utilities prior to performing any work on the County side of the system that may impact City’s distribution system.

The County will notify the Director of Electric Utilities at least 48 hours in advance, if possible, at 573-243-3536.

10. The County is responsible for terminating and testing its primary voltage conductors on the load-side of the primary metering cabinet (required for pad-mounted primary meter enclosures) or the load side of the primary riser switch (required for pole-mounted primary metering). See attachments A and B.

11. The City required the use of an open-transition (non-paralleled operation) design if the County decides to install generating facilities for standby or back-up purposes and an automatic isolation switch that must be utilized and tested periodically for proper isolation. An Interconnection Agreement between the County, the City and Missouri Public Utility Alliance (MPUA) is required if the Customer elects a closed-transition (grid-tied or paralleled operation) system. This agreement must be executed before parallel operation of the generating facilities can commence. Please refer to the City of Jackson's and MPUA Interconnection Agreement.

12. All County switchgear settings and protective devices will be designed to coordinate with the City's system.

13. Before energizing the primary metered service, the County will:

- a) Establish an account at City Hall;
- b) Contact the Director of Electric Utilities at least one (1) week before the required "need date" for energization to allow for scheduling and coordination;
- c) Allow City personnel and the County's electrical contractor to perform an inspection and testing of the following upon energization:
 - i) Voltage Test

- ii) Phase Test
- iii) Confirm Phase Rotation
- iv) Inspect Terminations
- v) Visual open capability at approved County location

14. County acknowledges and agrees that the City cannot guarantee the availability or continuity of delivery of electric service due to external forces and events beyond City control and acts of God but that the City agrees that it will notify the County of any anticipated electrical outage as soon as that information is available to the City.

15. The County is responsible for providing phase-loss and surge protection systems for County owned equipment.

16. In the event of an outage, the City will make all reasonable, safe, and prudent efforts to quickly restore power to the line side of the primary meter. The County will be treated on a basis equal to other City customers in determining restoration priority.

17. If County facilities are isolated by local fuses or other protective devices, or if it is perceived that any damage may have occurred to County equipment, County agrees to retain a qualified, authorized County representative to approve reenergization of its facilities by City.

18. The City may disconnect service to the County if, at any time and in the sole opinion of the City, the County facilities are presenting a public safety hazard or are causing an adverse reliability or power quality impact to the City's Electric Distribution System or to other City customers but that the City agrees that it will notify the County of any anticipated electrical outage as soon as that information is available to the City.

19. The PSA will be used to credit the County for electric services received. The PSA will be based on the total amount due for all applicable demand and energy charges incurred for

the month but will not apply to any other charges, fees, credits, or adjustments. The PSA will be at the rate adjusted in accordance with the provision of Section 41-943 of the Code of Ordinances on all applicable charges which is two (2) percent monthly at the time of this Memorandum of Understanding. In no event will the credit be less than two (2) percent monthly of the electrical services received.

20. This Memorandum of Understanding contains the entire agreement of the parties and can be altered, amended, or modified only by written instrument executed by both parties. This Memorandum of Understanding sets forth the entire agreement between the parties and no custom, act, forbearance, or words or silence at any time, gratuitous or otherwise, shall impose any additional obligation or liability upon either party or waive or release either party from any default or the performance or fulfillment of any obligation or liability or operate as against either party as a supplement, alteration, amendment, or change of any terms or provisions set forth herein unless set forth in a written instrument duly executed by such party. The failure of either party to exercise any rights or remedies shall not release the other party from its obligations hereunder.

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

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

23. In case any one or more of the provisions contained in this Memorandum of Understanding shall for any reason be held invalid, illegal, or unenforceable in any respects, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this

Memorandum of Understanding shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

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

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the day and year first above written.

CITY:

CITY OF JACKSON, MISSOURI

Dwain Hahs, Mayor

ATTEST:

Angela Birk, City Clerk

County of Cape Girardeau, Missouri:

Clint Tracy, Presiding Commissioner

ATTEST:

Kara Clark Summers, County Clerk

BILL NO. 24-__

ORDINANCE NO. 24-__

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

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

WHEREAS, in accordance with said statutory authorization, the City must establish rates after holding a public hearing for the current tax year of 2024; and

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

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

Section 1. That the amount of money necessary to be raised by taxation during the ensuing fiscal year on the assessed valuation of all properties situated in the City of Jackson, Missouri, for general revenue purposes is One Million Seven Hundred Eighty Thousand Seven Hundred Eighty-Seven Dollars (\$1,780,787.00); for city parks & recreation purposes is Three Hundred Seventy-Three Thousand Five Hundred Eighty-Five Dollars (\$373,585.00); for cemetery purposes is Two Hundred Thirty Thousand Sixty-One Dollars (\$230,061.00); and for band purposes is Two Hundred Thirty Thousand Sixty-One Dollars (\$230,061.00).

Section 2. That the total assessed valuation of all property in the City, as shown by a certified abstract transmitted to the Board of Aldermen of the City of Jackson by the County Clerk of Cape Girardeau County, Missouri is Three Hundred One Million Five Hundred Twenty-One Thousand Six Hundred Twenty-Eight Dollars (\$301,521,628.00).

Section 3. That the Board of Aldermen of the City hereby establishes the rate of levy for general revenue purposes at Fifty-Nine and Six Hundredths Cents (\$0.5906) on each One Hundred Dollars (\$100.00) assessed valuation on all property situated in the City of Jackson, Missouri.

Section 4. That the Board of Aldermen of the City hereby establishes the rate of levy for city parks & recreation purposes at Twelve and Thirty-Nine Hundredths Cents (\$0.1239) on each One Hundred Dollars (\$100.00) assessed valuation on all property situated in the City of Jackson, Missouri.

Section 5. That the Board of Aldermen of the City hereby establishes the rate of levy for cemetery purposes at Seven and Sixty-Three Hundredths Cents (\$0.0763) on each One Hundred Dollars (\$100.00) assessed valuation on all property situated in the City of Jackson, Missouri.

Section 6. That the Board of Aldermen of the City hereby establishes the rate of levy for band purposes at Seven and Sixty-Three Hundredths Cents (\$0.0763) on each One Hundred Dollars (\$100.00) assessed valuation on all property situated in the City of Jackson, Missouri.

Section 7. If any section, subsection, sentence, clause, phrase or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

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

FIRST READING: August 19, 2024.

SECOND READING: August 19, 2024.

PASSED AND APPROVED this 19th day of August, 2024, by a vote of ___ ayes, ___ nays, ___ abstentions and ___ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: _____
Mayor

City Clerk



City of Jackson

CHANGE ORDER

Gunner Energy Corp. dba General Acrylics

1

Name of Contractor

Change Order No.

1200 Hill Street

Mt. Vernon, IL 62864

Contractor Address

City/State/Zip

Tennis Court Repair & Resurfacing Project

8/12/2024

Project Name

Date

Description: ☐ See Attachments

Time extension due to weather delays.

CHANGE IN CONTRACT PRICE		CHANGE IN CONTRACT TIME	
Original Contract Price:		Original Contract End Date:	
\$ 39,985.00		September 17, 2024	
Previous Change Orders:		Net Change from Previous Change Orders:	
\$ 0.00		0	
Contract Price prior to this Change Order:		Contract End Date prior to this Change Order:	
\$ 39,985.00		September 17, 2024	
Net Increase (Decrease) of this Change Order:		Net Increase (Decrease) of this Change Order:	
\$ 0.00		30	
Contract Price with all approved Change Orders:		Contract End Date with all approve Change Orders:	
\$ 39,985.00		October 17, 2024	

Recommended By:


Jason Lipe, Parks & Recreation Director

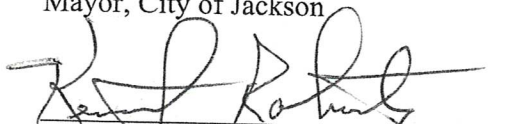
8/12/24
Date

Authorized By:

Mayor, City of Jackson

Date

Accepted By:


Contractor Auth. Representative

8/15/24
Date



MEMO

To: Mayor Dwain Hahs and Members of the Board of Aldermen

From: Rodney Bollinger, Director of Administrative Services

Date: August 13, 2024

Re: Disposal of Stockpiled Brush Program

Back in July of this year, our contract with Herzog Excavating & Demolition, LLC, of Perryville, Missouri, was extended to allow for the contractor to continue work on the Disposal of Stockpiled Brush Program. The City's stockpiled brush is stored on the tract located behind Mondi on N. High St. (Highway 61) in the Jackson North Industrial Park.

While disposing of this year's pile of brush under Change Order 3, another significant pile of brush quickly accumulated this summer. This proposal is an additional fee to remove the newest pile of brush from the site.

With the contractor's good history of working with the City of Jackson on this program and reasonable fee for this additional work, I recommend to the Board of Aldermen this change order be accepted.



City of Jackson

CHANGE ORDER

PROGRAM: Disposal of Stockpiled Brush

DATE OF ISSUANCE: August 19, 2024

CHANGE ORDER NO.: 4

OWNER: City of Jackson – 101 Court Street, Jackson, Missouri 63755

CONTRACTOR: Herzog Excavating & Demolition, LLC – 24 Green Meadows Ln., Perryville, Missouri 63775

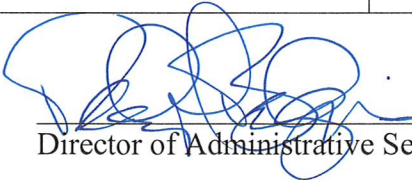
THIS CHANGE ORDER MODIFIES THE ORIGINAL CONTRACT AS FOLLOWS:

This is an additional cost to have the contractor remove a new pile of brush from the site accumulated between July 15 and August 15, 2024.

☐ See Attachments

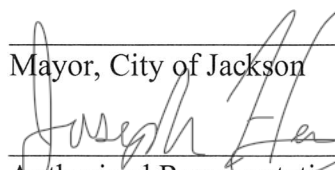
CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$28,600.00	Original Contract End Date: December 31, 2023
Previous Change Orders: \$40,800.00	Net Change from Previous Change Orders: 0 days
Contract Price prior to this Change Order: \$69,400.00	Contract End Date prior to this Change Order: December 31, 2024
Net Increase (Decrease) of this Change Order: \$12,400.00	Net Increase (Decrease) of this Change Order: 0 days
Contract Price with all approved Change Orders: \$81,800.00	Contract End Date with all approve Change Orders: December 31, 2025

Recommended By:


Director of Administrative Services

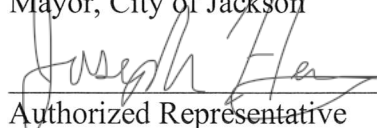

Date

Approved By:


Mayor, City of Jackson

Date

Accepted By:


Authorized Representative
of the Contractor

08/13/2024

Date

MEMO



TO: Mayor and members of the Board of Aldermen

FROM: Larry Miller, Building & Planning Manager

DATE: August 15, 2024

SUBJECT: Motion authorizing City staff to prepare a request on behalf of the City of Jackson, Missouri, for a text amendment to Chapter 58 (Annexation) and Chapter 65 (Zoning) of the City Code - applications for voluntary annexation + zoning

- The annexation and rezoning process was discussed with the Planning and Zoning Commission. This new process is within the realm of the law and would benefit the applicant by shortening the timeline. Also, the applicant would only have to appear before one board rather than two boards.
- The Commission approved the preparation of a text amendment for the annexation and rezoning process.
- If the motion is approved by the Board of Aldermen, an application, text amendment, and new annexation form will be brought to the Planning and Zoning Commission.



PUBLIC WORKS MEMORANDUM

City of Jackson

TO: Mayor and Board of Aldermen

FROM: Janet Sanders, Director of Public Works

DATE: August 15, 2024

RE: Deerwood Roundabout Right-of-Way Payment - Nabors

This item relates to acquisition of right-of-way from Nabors Land Development, LLC for the northeast quadrant of the Deerwood roundabout.

Right of way negotiation is being handled by MODOT as part of the cost-share agreement for that project with the city paying the acquisition cost into escrow. This is the first of three property owners from whom right-of-way is needed.

MEMO



To: Mayor Dwain Hahs and Members of the Board of Aldermen

From: Rodney Bollinger, Director of Administrative Services

Date: August 13, 2024

Re: License Agreement for City Mural

This item proposes an action renewing another one-year agreement with McQuade Enterprises, LLC, relative to the maintenance of the City's mural on East Main Street. The City has continued to retain this license agreement with the building owner since 2012.

Originally designed by Grant Lund and painted by Matt Chubboy in 1996, the Jackson Mural is 41' x 15' in size and located on the north face of the building addressed as 100 S. High St.

Please contact me should you have any questions regarding this item.

BILL NO. 24-__

ORDINANCE NO. 24-__

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A LICENSE AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *MCQUADE ENTERPRISES, LLC, OF JACKSON, MISSOURI*, RELATIVE TO *THE CITY MURAL ON EAST MAIN STREET*; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

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

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

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

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

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

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

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

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

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

FIRST READING: August 19, 2024.

SECOND READING: August 19, 2024.

PASSED AND APPROVED this 19th day of August, 2024, by a vote of __ ayes, __ nays, __ abstentions and __ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: _____
Mayor

City Clerk

LICENSE AGREEMENT

THIS LICENSE AGREEMENT made and entered into this 13th day of August, 2024, by and between **MCQUADE ENTERPRISES, LLC, a Missouri limited liability company**, hereinafter referred to as **Licensor**, and **CITY OF JACKSON, MISSOURI, a municipal corporation**, hereinafter referred to as **Licensee**,
WITNESSETH:

WHEREAS, in consideration of the mutual promises contained in this Agreement, the parties hereto agree as follows:

1. Licensor hereby grants Licensee a license to maintain and repair a mural located on the exterior of the north wall of the real property situated in the County of Cape Girardeau, State of Missouri, and described as follows, to-wit:

Part of Lot Four (4) in the City of Jackson, County of Cape Girardeau, Missouri, as shown by plat filed in Plat Book 1 at Page 21, being on the Northwest corner of said Lot, fronting 53 feet on High Street by 123 ½ feet on Main Street, and in the form of a parallelogram; as conveyed and being the same property in a Deed from J. L. Hinkle and J. W. Williams to the Hinkle-Williams Mercantile Company, recorded April 3, 1899, in Book 34 at Page 291. Subject to building lines, easements, restrictions and conditions of record, if any, and to any zoning law or ordinance affecting the herein described property.

2. The Licensee, its agents, or employees may work on the north wall of the above-described property solely for purposes of maintaining and repairing the mural situated on said property during the period beginning January 1, 2025, and continuing until December 31, 2025.

3. Licensor, its agents and employees, shall not alter, cover, or obscure the mural on said property during the duration of this Agreement except in times where it is required for repairs or improvements to the building.

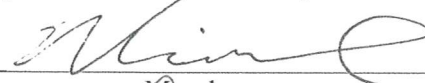
4. Any changes or additions, not including maintenance or repairs, to the mural by Licensee, its agents, or employees shall be completed only with the written approval of the Licensor, which shall not be unreasonably withheld by Licensor.

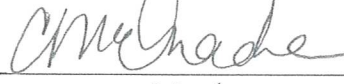
5. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing and signed by each party or an authorized representative of each party.

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

LICENSOR:

MCQUADE ENTERPRISES, LLC

By: 
Member

By: 
Member

LICENSEE:

CITY OF JACKSON, MISSOURI

By: _____
Mayor

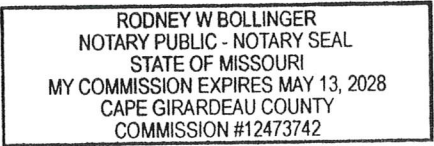
ATTEST:

City Clerk

STATE OF MISSOURI)
) ss.
COUNTY OF CAPE GIRARDEAU)

On this 13th day of August, 2024, before me personally appeared Micky McQuade and Courtney McQuade, to me known to be the persons who executed the within document as members of McQuade Enterprises, LLC, a Missouri limited liability company, and are authorized by the Operating Agreement of said limited liability company to execute the within document on behalf of said limited liability company, and acknowledged to me that they executed the same as their free act and deed and as the free act and deed of said limited liability company for the purposes therein stated.

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



Rodney W. Bollinger, Notary Public
State of Missouri
County of Cape Girardeau
My term expires: May 13, 2028

STATE OF MISSOURI)
) ss.
COUNTY OF CAPE GIRARDEAU)

On this ____ day of _____, 2024, before me personally appeared Dwain Hahs, to me known, who, being by me first duly sworn, did say that he is the Mayor of the City of Jackson, Missouri, a municipal corporation of the State of Missouri, and the seal affixed to the foregoing instrument is the seal of said City, and said instrument was signed and sealed on behalf of said City by authority of its Board of Aldermen and said Dwain Hahs acknowledged said instrument to be the free act and deed of said City.

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

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