



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, March 18, 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 March 4, 2024.

PUBLIC HEARINGS

3. Public hearing to consider the voluntary annexation of 12 acres of property located in Stroder's Industrial Park Subdivision, as submitted by Trussworks Realty Missouri, LLC.
4. Public hearing to consider the rezoning of Stroder's Industrial Park Subdivision from R-1 (Single-Family Residential) and R-2 (Single-Family Residential) District to C-2 (General Commercial) District, as submitted by Trussworks Realty Missouri, LLC.
5. Public hearing to consider a Special Use Permit request for a temporary mobile office unit and sleeping quarters in a C-3 (Central Business) District at Fire Station No. 1, located at 525 South Hope Street, as submitted by the City of Jackson, Missouri.

FINANCIAL AFFAIRS

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

ACTION ITEMS

Power, Light, and Water Committee

9. Motion approving an expenditure, in the amount of \$40,820.00, to Premium Mechanical and Automation, Inc., of Jackson, Missouri, relative to the replacement of a furnace exhaust and two roof-top units under the City Hall Facility Maintenance Program.
10. Motion accepting the proposal of GovHR, of Tampa, Florida, in the amount of \$25,000.00, relative to providing executive search services for the position of City Administrator.

- [11.](#) Bill proposing an Ordinance authorizing a master services agreement with GovHR, relative to providing executive search services for the position of City Administrator.
- [12.](#) Motion accepting the bid of Putz Construction, LLC, of Millersville, Missouri, in the amount of \$49,925.00, relative to the Municipal Court Room Interior Renovation Project.
- [13.](#) Bill proposing an Ordinance authorizing a contractual agreement with Putz Construction LLC, relative to the Municipal Court Room Interior Renovation Project.
- [14.](#) Motion accepting the bid of Banner Fire Equipment, of Roxana, Illinois, in the amount of \$74,677.15, relative to the purchase of equipment under the Fire/Rescue Breathing Air Station Project.
- [15.](#) Bill proposing an Ordinance authorizing a contractual agreement with Banner Fire Equipment, relative to the purchase of equipment under the Fire/Rescue Breathing Air Station Project.
- [16.](#) Bill proposing an Ordinance authorizing a Contract for the Sale of Real Estate with Newell Rubbermaid, LLC, of Jackson, Missouri, for a 5.59-acre tract of land at 868 West Jackson Trail.
- [17.](#) Bill proposing an Ordinance authorizing the Mayor to execute a Special Warranty Deed to Newell Rubbermaid Development, LLC, of Jackson, Missouri, for a 5.59-acre tract of land located at 868 West Jackson Trail.

Street, Sewer, and Cemetery Committee

- [18.](#) Motion setting a public hearing for Monday, April 15, 2024, at 6:00 p.m., to consider the rezoning of Lot 2 of Cook Subdivision at 1931 West Jackson Boulevard from I-1 (Light Industrial) District to C-2 (General Commercial) District, as submitted by Ronald David Cook.
- [19.](#) Motion approving Change Order No. 1, in the amount of \$510.00, to Todt Roofing & Construction, of Cape Girardeau, Missouri, relative to the Brookside Park Roofing Replacement Project.
- [20.](#) Motion rejecting the bids received on February 27, 2024, relative to the Youth Baseball and Softball Uniform Project, due to changes in pricing and inability to meet delivery deadlines.
- [21.](#) Motion accepting the bid of Koeller Property Services, of Jackson, Missouri, in the amount of \$200 per mowing event, relative to providing services under the Soccer Park Mowing and Trimming Services Program.
- [22.](#) Bill proposing an ordinance authorizing a contractual agreement with Koeller Property Services, relative to the Soccer Park Mowing and Trimming Services Program.
- [23.](#) Bill proposing an Ordinance authorizing an Annexation Agreement with Trussworks Realty Missouri, LLC, relative to the development of 26.2 acres of property located on Cane Creek Road.
- [24.](#) Resolution accepting a voluntary annexation petition for 26.2 acres of property located on Cane Creek Road, and setting a public hearing for Monday, April 15, 2024, at 6:00 p.m., as submitted by Trussworks Realty Missouri, LLC.

- [25.](#) Bill proposing an Ordinance approving a Memorandum of Understanding with KB413, LLC, relative to the South Old Orchard Road Lateral Sewer Project.
- [26.](#) Bill proposing an Ordinance authorizing a contractual agreement with Waste Connections of Missouri, Inc. F/K/A Progressive Waste Solutions of MO, Inc., relative to the Ninth Amendment to Landfill Redesign, Operation Agreement, and Option.
- [27.](#) Bill proposing an Ordinance approving 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, as submitted by the City of Jackson, Missouri.

NON-AGENDA CITIZEN INPUT

INFORMATION ITEMS

28. Report by Mayor
29. Reports by Board Members
30. Report by City Attorney
31. Report by City Administrator
32. Discussion of future agenda items

EXECUTIVE SESSION

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

ADJOURN

Posted on 03/15/2024 at 4:00 P.M.



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, March 4, 2024 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

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

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

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

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

Motion to Adopt the Agenda as Amended)

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

Motion to Approve the Minutes of the)
February 20, 2024 Regular Board)
Meeting)

Motion made by Alderwoman Liley, seconded by Alderman Hitt, to approve the minutes of the preceding Regular Board Meeting of Tuesday, February 20, 2024. Ayes-8; Nays-0; Absent-0.

Motion to Approve Bills of March, 2024)

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

Motion to Accept the bid of Townsend)
Tree Service Company, LLC, of Muncie,)
Indiana, Relative to providing services)
Under the Electrical Transmission and)
Distribution Line Tree Trimming and)
Vegetation Control Program)

Motion made by Alderman Reiminger, seconded by Alderman Seabaugh, to accept the bid of Townsend Tree Service Company, LLC, of Muncie, Indiana, in the amount of \$117.90 per crew hour, relative to providing services under the Electrical Transmission and Distribution Line Tree Trimming and Vegetation Control Program. Ayes-8; Nays-0; Absent-0.

Ordinance No. 24-15 Re: To Authorize a)
Contractual Agreement with Townsend)
Tree Service Company, LLC, relative to)
the Electrical Transmission and)
Distribution Line Tree Trimming and)
Vegetation Control Program)

The matter of authorizing a contractual agreement with Townsend Tree Service Company, LLC, relative to the Electrical Transmission and Distribution Line Tree Trimming and Vegetation Control Program, came on for consideration. Alderman Reiminger introduced Bill No. 24-15, being for an ordinance entitled as follows:



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AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND TOWNSEND TREE SERVICE COMPANY, LLC, OF MUNCIE, INDIANA, RELATIVE TO THE ELECTRICAL TRANSMISSION AND DISTRIBUTION LINE TREE TRIMMING AND VEGETATION CONTROL PROGRAM; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

On a motion made by Alderman Reiminger, seconded by Alderwoman Williams, Bill No. 24-15 was placed on its first reading and was read by title, considered and discussed and was duly passed by unanimous vote. On a motion by Alderman Reiminger, seconded by Alderwoman Williams, Bill No. 24-15 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed and the Bill was then duly numbered Ordinance No. 24-15 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderwoman Williams-aye; Alderman Sander-aye; Alderman Baker-aye; Alderwoman Young-aye; Alderman Reiminger-aye; Alderman Seabaugh-aye, Alderman Hitt-Aye; and Alderwoman Liley-aye.

BILL NO. 24-15

ORDINANCE NO. 24-15

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND TOWNSEND TREE SERVICE COMPANY, LLC, OF MUNCIE, INDIANA, RELATIVE TO THE ELECTRICAL TRANSMISSION AND DISTRIBUTION LINE TREE TRIMMING AND VEGETATION CONTROL PROGRAM; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

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

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

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

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the contract marked Exhibit A and attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and Townsend Tree Service Company, LLC, of Muncie, Indiana. 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: March 4, 2024.

SECOND READING: March 4, 2024.

PASSED AND APPROVED this 4th day of March, 2024, by a vote of 8 ayes, 0 nays, 0 abstentions and 0 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
Mayor

ATTEST:

Angela Birk (signed)
City Clerk

Motion to Accept the bid from)
Rockhill & Sons, Relative providing)
Services under the Park Concession)
Stand Operations Program)

Motion made by Alderwoman Liley, seconded by Alderman Baker, to accept the bid of Rockhill & Sons, of Jackson, Missouri, in the amount of 15%, relative to providing services under the Park Concession Stand Operations Program. Ayes-8; Nays-0; Absent-0.

Ordinance No. 24-16 Re: To Authorize a)
Contractual Agreement with Rockhill &)
Sons, Relative providing Services under)
the Park Concession Stand Operations)
Program)

The matter of authorizing a contractual agreement with Rockhill & Sons, relative to providing services under the Park Concession Stand Operations Program, came on for consideration. Alderwoman Liley introduced Bill No. 24-16, 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 ROCKHILL & SONS, OF JACKSON, MISSOURI, RELATIVE TO PROVIDING SERVICES UNDER THE PARK CONCESSION STAND OPERATIONS PROGRAM; FURTHER SAID ORDINANCE SHALL



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

On a motion made by Alderwoman Liley, seconded by Alderman Hitt, Bill No. 24-16 was placed on its first reading and was read by title, considered and discussed and was duly passed by unanimous vote. On a motion by Alderwoman Liley, seconded by Alderman Hitt, Bill No. 24-16 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. 24-16 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Sander-aye; Alderwoman Liley-aye; Alderman Baker-aye; Alderwoman Young-aye; Alderman Reiminger-aye; Alderwoman Williams-aye; Alderman Seabaugh-aye; and Alderman Hitt-aye.

BILL NO. 24-16

ORDINANCE NO. 24-16

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *ROCKHILL & SONS, OF JACKSON, MISSOURI*, RELATIVE TO PROVIDING SERVICES UNDER THE PARK CONCESSION STAND OPERATIONS PROGRAM; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

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

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

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

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

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

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

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



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

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

FIRST READING: March 4, 2024.

SECOND READING: March 4, 2024.

PASSED AND APPROVED this 4th day of March, 2024, by a vote of 8 ayes, 0 nays, 0 abstentions and 0 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
Mayor

ATTEST:

Angela Birk (signed)
City Clerk

Ordinance No. 24-17 Re: To Approve)
The Final Plat of McKendree Crossing)
Subdivision Phase 2, as submitted by)
Villas of West Park, LLC)

The matter of approve the Final Plat of McKendree Crossing Subdivision Phase 2, as submitted by Villas of West Park, LLC, came on for consideration. Alderwoman Liley introduced Bill No. 24-17, being for an ordinance entitled as follows:

AN ORDINANCE ACCEPTING THE PLAT OF MCKENDREE CROSSING SUBDIVISION PHASE 2; 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.

On a motion made by Alderwoman Liley, seconded by Alderwoman Young, Bill No. 24-17 was placed on its first reading and was read by title, considered and discussed and was duly passed by unanimous vote. On a motion by Alderwoman Liley, seconded by Alderwoman Young, Bill No. 24-17 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. 24-17 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderwoman Young-aye; Alderman Sander-aye; Alderman Reiminger-aye; Alderman Hitt-aye; Alderwoman Williams-aye; Alderman Seabaugh-aye; Alderman Baker-aye; and Alderwoman Liley-aye.

BILL NO. 24-17

ORDINANCE NO. 24-17

AN ORDINANCE ACCEPTING THE PLAT OF MCKENDREE CROSSING SUBDIVISION PHASE 2; ACCEPTING DEDICATION OF EASEMENTS, STREETS AND PROPERTIES DESCRIBED; ACCEPTING RESTRICTIONS, IF



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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, Villas of West Park, LLC, has platted McKendree Crossing Subdivision Phase 2 all of which is located within the corporate limits of the City of Jackson, Missouri; and,

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

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

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

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, do hereby accept the final plat of McKendree Crossing Subdivision Phase 2, which is attached hereto as Exhibit A, including all easements, right-of-way streets and improvements indicated thereon subject to the terms and conditions expressed therein.

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

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

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

FIRST READING: March 4, 2024.

SECOND READING: March 4, 2024.

PASSED AND APPROVED this 4th day of March, 2024, by a vote of 8 ayes, 0 nays, 0 abstentions and 0 absent.

(SEAL)
ATTEST:
Angela Birk (signed)
City Clerk

CITY OF JACKSON, MISSOURI
By: Dwain L. Hahs (signed)
Mayor



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Ordinance No. 24-18 Re: To Amend the)
"Stop Street Designation Schedule" –)
Schedule VI, by adding Designations)
On Bishop Court Chapel Ridge Drive,)
and Steeplechase Road)

The matter of amending "Stop Street Designation Schedule" – Schedule VI, by adding designations on Bishop Court, Chapel Ridge Drive, and Steeplechase Road, came on for consideration. Alderwoman Liley introduced Bill No. 24-18, being for an ordinance entitled as follows:

AN ORDINANCE AMENDING THE "STOP STREET DESIGNATION SCHEDULE, SCHEDULE VI," PASSED AND APPROVED THE 18TH DAY OF NOVEMBER, 1985, BY ADDING THERETO CERTAIN STOP STREET DESIGNATIONS.

On a motion made by Alderwoman Liley, seconded by Alderman Baker, Bill No. 24-18 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. 24-18 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. 24-18 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Hitt-aye; Alderman Baker-aye; Alderwoman Young-aye; Alderman Sander-aye; Alderman Reiminger-aye; Alderwoman Williams-aye; Alderman Seabaugh-aye; and Alderwoman Liley-aye.

BILL NO. 24-18

ORDINANCE NO. 24-18

AN ORDINANCE AMENDING THE "STOP STREET DESIGNATION SCHEDULE, SCHEDULE VI," PASSED AND APPROVED THE 18TH DAY OF NOVEMBER, 1985, BY ADDING THERETO CERTAIN STOP STREET DESIGNATIONS.

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

Section 1. The "Stop Street Designation Schedule, Schedule VI," passed and approved on the 18th day of November, 1985, is hereby amended by adding thereto the following stop street designations:

BISHOP COURT: On Bishop Court at its intersection with Steeplechase Road, traffic from Bishop Court to stop.

CHAPEL RIDGE DRIVE: On Chapel Ridge Drive at its intersection with South Old Orchard Road, traffic on Chapel Ridge Drive to stop.

CHAPEL RIDGE DRIVE: On Chapel Ridge Drive at its intersection with Old Poplar Road, traffic on Chapel Ridge Drive to stop.

STEEPLECHASE ROAD: On Steeplechase Road at its intersection with Chapel Ridge Drive, traffic from Steeplechase Road to stop.



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Section 2. It is the intent of the Mayor and Board of Aldermen of the City of Jackson, Missouri, that this ordinance become and be made a part of the “Stop Street Designation Schedule, Schedule VI,” of the City of Jackson, Missouri, and the City Clerk is directed to amend said schedule in accordance herewith.

Section 3. The City Administrator of the City of Jackson, Missouri, is hereby directed to cause stop signs to be placed at the above streets in accordance herewith.

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

Section 5. If any section, subsection, sentence, clause, phrase or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

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

FIRST READING: March 4, 2024.

SECOND READING: March 4, 2024.

PASSED AND APPROVED this 4th day of March, 2024, 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

Angela Birk (signed)
City Clerk

Ordinance No. 24-19 Re: To Amend the)
“Parking Prohibited Schedule”)
– Schedule IX, by Adding Designations)
Bishop Court and Chapel Ridge Drive)

The matter of amending the “Parking Prohibited Schedule” – Schedule IX, by adding designations on Bishop Court and Chapel Ridge Drive, came on for consideration. Alderwoman Liley introduced Bill No. 24-19, being for an ordinance entitled as follows:

AN ORDINANCE AMENDING THE "PARKING PROHIBITED SCHEDULE, SCHEDULE IX," PASSED AND APPROVED THE 18TH DAY OF NOVEMBER, 1985, BY ADDING THERETO NEW NO PARKING DESIGNATIONS.



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On a motion made by Alderwoman Liley, seconded by Alderman Hitt, Bill No. 24-19 was placed on its first reading and was read by title, considered and discussed and was duly passed by unanimous vote. On a motion by Alderwoman Liley, seconded by Alderman Hitt, Bill No. 24-19 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. 24-19 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderwoman Liley-aye; Alderman Reiminger-aye; Alderman Hitt-aye; Alderman Seabaugh-aye; Alderwoman Young-aye; Alderman Baker-aye; Alderwoman Williams-aye; Alderman Sander-aye.

BILL NO. 24-19

ORDINANCE NO. 24-19

AN ORDINANCE AMENDING THE "PARKING PROHIBITED SCHEDULE, SCHEDULE IX," PASSED AND APPROVED THE 18TH DAY OF NOVEMBER, 1985, BY ADDING THERETO NEW NO PARKING DESIGNATIONS.

WHEREAS, the Traffic Safety Division of the Police Department of the City of Jackson has recommended that certain no parking zones be established; and

WHEREAS, as a result of traffic surveys and other input, the Traffic Safety Division of the Police Department of the City of Jackson recommends the following no parking zones.

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

Section 1. The "Parking Prohibited Schedule, Schedule IX," passed and approved on the 18th day of November, 1985, is hereby amended by adding thereto the following new no parking designations:

BISHOP COURT: On the south side of Bishop Court for its entire distance.

CHAPEL RIDGE DRIVE: On the south side of Chapel Ridge Drive for its entire distance.

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

Section 3. The City Administrator of the City of Jackson, Missouri, is hereby directed to cause "No Parking Here to Corner" signs, or other appropriate signage, to be placed at the locations set forth hereinabove.



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MINUTES

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

Section 5. If any section, subsection, sentence, clause, phrase or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

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

FIRST READING: March 4, 2024.

SECOND READING: March 4, 2024.

PASSED AND APPROVED this 4th day of March, 2024, by a vote of 8 ayes, 0 nays, 0 abstentions, and 0 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
Mayor

ATTEST:

Angela Birk (signed)
City Clerk

Ordinance No. 24-20 Re: To Amend the)
"Handicapped Parking Designated)
Schedule" – Schedule XVII, by Adding a)
Designation on Union Avenue (North))

The matter of amending the "Handicapped Parking Designated Schedule" – Schedule XVII, by adding a designation on Union Avenue (North), came on for consideration. Alderwoman Liley introduced Bill No. 24-20, being for an ordinance entitled as follows:

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

On a motion made by Alderwoman Liley, seconded by Alderwoman Young, Bill No. 24-20 was placed on its first reading and was read by title, considered and discussed and was duly passed by unanimous vote. On a motion by Alderwoman Liley, seconded by Alderwoman Young, Bill No. 24-20 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. 24-20 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Baker-aye; Alderwoman Liley-aye; Alderman Reiminger-aye; Alderman Hitt-aye; Alderman Seabaugh-aye; Alderwoman Young-aye; Alderwoman Williams-aye; and Alderman Sander-aye.



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, March 4, 2024 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

BILL NO. 24-20

ORDINANCE NO. 24-20

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

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

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

UNION AVENUE (NORTH): On North Union Avenue, 125 feet north of Oak Street, two handicapped parking spots on the east side.

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

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

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

Section 5. If any section, subsection, sentence, clause, phrase or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

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

FIRST READING: March 4, 2024.

SECOND READING: March 4, 2024.



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, March 4, 2024 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

PASSED AND APPROVED this 4th day of March, 2024, by a vote of 8 ayes, 0 nays, 0 abstentions, and 0 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
Mayor

ATTEST:

Angela Birk (signed)
City Clerk

Motion to Approve Change Order No. 1,)
To Play & Park Structures of MO, of)
Park Hills, Missouri, relative to a time)
Extension for the Civic Center)
Playground Equipment Project)

Motion made by Alderwoman Liley, seconded by Alderman Baker, to approve Change Order No. 1, to Play & Park Structures of MO, of Park Hills, Missouri, relative to a time extension for the Civic Center Playground Equipment Project. Ayes-8; Nays-0; Absent-0.

Mr. Nels Bergmark to Bring Information)
To The Board of Aldermen)

Now comes forth Mr. Nels Bergmark to distribute a handout with photos to the Mayor and Board of Aldermen. Mr. Bergmark is the lead contractor working with Legacy Preservation Enterprise to restore The Frizel-Welling House, that will be turned into a museum, and The Taylor Twins Memorial Garden. Nels invited the Board to visit the Frizel-Welling house before renovations.

Mr. Don Howard to Bring Concerns to)
The Board of Aldermen)

Now comes forth Mr. Don Howard to distribute a handout with photos of areas of concern in Jackson to the Mayor and Board of Aldermen. Mr. Howard brings concerns of a trailer parked on the street and a car in bad condition at 436 Marilyn, a firewood business being operated out of 422 Michael Anna, and the condition of the road on the 500 block of Michael Anna. Mayor Hahs will be in contact with Jackson Police Department, and Michael Anna is on the street list to be repaired.

City Administrator James Roach)
requests Closed Session)

Now comes forth City Administrator James Roach to request to proceed into closed session for one item of litigation in accordance with Section 610.21(1) RSMo; two items relating to real estate in accordance with Section 610.21(2) RSMo; one item relating to personnel in accordance with Section 610.21(3) RSMo; and two items relating to contracts in accordance with Section 610.021(12) RSMo.

Motion to Recess the Meeting to Study)
Session)

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



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, March 4, 2024 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

Returned to Open Session at 6:29 P.M., from Study Session.

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

Meeting concluded at 6:29 P.M. On a motion by Alderman Baker, seconded by Alderwoman Liley, it is ordered that the Board now convene into closed session for one item of litigation in accordance with Section 610.21(1) RSMo; two items relating to real estate in accordance with Section 610.21(2) RSMo; one item relating to personnel in accordance with Section 610.21(3) RSMo; and two items relating to contracts 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; Alderwoman Young-aye; Alderman Hitt-aye; Alderwoman Liley-aye; Alderman Baker-aye; and Alderman Seabaugh-aye Alderwoman Williams-aye; and Alderman Sander-aye. Ayes-8; Nays-0; Absent-0.

ATTEST:

Mayor

City Clerk

NOTICE OF PUBLIC HEARING

NOTICE IS GIVEN that a public hearing will be held by the Board of Aldermen of the City of Jackson, Missouri, at 6:00 p.m. on the 18th day of March, 2024 at the City Hall in the City of Jackson, Missouri, concerning the matter of proposed voluntary annexation to the City of Jackson, Missouri, of the following described real estate in Cape Girardeau County, Missouri, to-wit:

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

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

At this public hearing any interested person, corporation or political subdivision may present evidence regarding the proposed annexation. Furthermore, any objections to the proposed annexation

should be filed, in writing, with the Board of Aldermen of the City of Jackson, Missouri, at the offices of the City Clerk, City of Jackson, Missouri, not later than 14 days after the date of said public hearing.

Angela Birk, City Clerk

Publish on February 28, 2024.

NOTICE OF A PUBLIC HEARING

CITY OF JACKSON, MISSOURI

Notice is hereby given that the Mayor and the Board of Aldermen of the City of Jackson, Missouri, will hold a Public Hearing on Monday, March 18, 2024 at 6:00 P.M., at the Board of Aldermen Chambers, City Hall, 101 Court Street, Jackson, Missouri. The purpose of the hearing will be to consider the rezoning of Stroder’s Industrial Park Subdivision from R-1 (Single-Family Residential) District and R-2 (Single-Family Residential) District to C-2 (General Commercial) District, as submitted by Trussworks Realty Missouri, LLC.

All interested persons are encouraged to attend this hearing, to present their statements and comments regarding this proposed Rezoning. Opinions and comments may be submitted in writing provided that the writing is signed and states the person’s address and the writing is delivered to the City Clerk prior to the commencement of the Public Hearing. Contact information: phone number (573) 243-3568 x 2020, fax number (573) 204-8292, and email address abirk@jacksonmo.org.

CITY OF JACKSON

Published on
February 28, 2024

Angela Birk
City Clerk/Treasurer

NOTICE OF A PUBLIC HEARING**CITY OF JACKSON, MISSOURI**

Notice is hereby given that the Mayor and the Board of Aldermen of the City of Jackson, Missouri, will hold a Public Hearing on Monday, March 18, 2024 at 6:00 P.M., at the Board of Aldermen Chambers, City Hall, 101 Court Street, Jackson, Missouri. The purpose of the hearing will be to consider a Special Use Permit request for a temporary mobile office unit and sleeping quarters in a C-3 (Central Business) District at Fire Station No. 1, located at 525 South Hope Street, as submitted by the City of Jackson, Missouri.

All interested persons are encouraged to attend this hearing, to present their statements and comments regarding this proposed Special Use Permit. Opinions and comments may be submitted in writing provided that the writing is signed and states the person's address and the writing is delivered to the City Clerk prior to the commencement of the Public Hearing. Contact information: phone number (573) 243-3568 x 2020, fax number (573) 204-8292, and email address abirk@jacksonmo.org.

CITY OF JACKSON

Published on
February 28, 2024

Angela Birk
City Clerk/Treasurer

CITY COLLECTOR'S REPORT FOR FEBRUARY 2024

DESCRIPTION	ELECTRIC FUND	WATER FUND	WASTEWATER FUND	LANDFILL FUND	GEN. REV. FUND	TOTAL
Service Charges (includes internal transfers)	1,450,291.43	277,268.12	230,449.88	65,716.78	-	2,023,726.21
Penalties	8,053.39	1,810.51	1,467.03	416.42	-	11,747.35
Sales Tax	40,960.14	8,020.53	-	-	-	48,980.67
Disconnect Fees	3,300.00	-	-	-	-	3,300.00
Returned Transaction Fees	480.00	-	-	-	-	480.00
Customer Relocation Fees	-	-	-	-	250.00	250.00
Trash Stickers	-	-	-	1,597.00	-	1,597.00
UTILITY COLLECTIONS	1,503,084.96	287,099.16	231,916.91	67,730.20	250.00	2,090,081.23
Adjustments - Penalties	-	-	-	-	-	-
Adjustments - Taxes	-	-	-	-	-	-
Adjustments - Service Fees	-	-	-	-	-	-
NET UTILITY COLLECTIONS	1,503,084.96	287,099.16	231,916.91	67,730.20	250.00	2,090,081.23
Business/Contractor Licenses	-	-	-	-	3,905.00	3,905.00
Event Fees/Misc. Charges	-	-	-	-	-	-
NON-UTILITY COLLECTIONS	-	-	-	-	3,905.00	3,905.00
Misc. Adjustments	-	-	-	-	-	-
Interest on Collector's bank account	-	-	-	-	-	1,677.93
Cash in bank	-	-	-	-	-	2,095,664.16
Missouri Sales Tax payment	(40,960.14)	(8,020.53)	-	-	-	(48,980.67)
TO CITY TREASURER					\$	2,046,683.49

Respectfully Submitted,



City Collector



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

ELECTRIC

Sale of Merchandise	0.00	
Cable TV Pole Rental	0.00	
Electric Meters	200.00	
Electric Service Lines	400.00	
Returned Check Fees	0.00	
URD Services	0.00	
Sales Tax Commission	821.62	
Labor and Equipment Use	0.00	
Miscellaneous-Scrap Metal	<u>0.00</u>	
TOTAL		1,421.62

WATER & SEWER

WATER

Water Taps & Water Meters	2,030.00	
Sale of Merchandise	0.00	
Miscellaneous-Scrap Metal	<u>0.00</u>	
TOTAL		2,030.00

WASTEWATER

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

GENERAL REVENUE

Building Permits	598.48	
Electric Permits	160.00	
Gas Permits	40.00	
Plumbing/Sewer Permits	300.00	
Sewer Tap Permits	0.00	
Public Hearing & Plat Recording	440.00	
Stormwater Review Fees	0.00	
Street Repair or Mowing	0.00	
Gas Franchise	25,656.60	
Sale of Merchandise	0.00	
Community Room	0.00	
Cable TV Franchise	0.00	
Copies	148.00	
Telephone Franchise Fees	8,877.75	
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		37,304.51

LANDFILL

Refuse Collections	0.00	
Recyclables	2,016.33	
E-Cycle TV/Monitor Fees	175.00	
Royalties	<u>10,500.00</u>	
TOTAL		12,691.33

CEMETERY

Sale of Lots	2,000.00	
Sale of Niches	2,250.00	
Grave Openings	6,250.00	
Niche Openings	0.00	
Weekend/Holiday Grave Openings/Inurnments	0.00	
Disinterments/Disinurnments	<u>0.00</u>	
TOTAL		10,500.00

PARK

Misc. Park Rentals	0.00	
Rent - Howard St. House	1,080.00	
Ballfield Rentals	800.00	
Pavilion Rentals	<u>450.00</u>	
TOTAL		2,330.00

PARK FOUNDATION

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

RECREATIONAL DEVELOPMENT

Pool Concession Receipts	0.00	
Swimming Pool Gate Receipts	0.00	
Basketball Entry Fees	30.00	
Basketball Sponsor Fees	0.00	
Softball Entry Fees	6,370.00	
Softball Sponsor Fees	400.00	
Softball Tournament Fees	0.00	
Volleyball Entry Fees	0.00	
Reimb./Donations/Special Events	0.00	
Baseball Concessions	0.00	
Baseball Entry Fees	14,925.00	
Baseball Sponsor Fees	<u>1,000.00</u>	
TOTAL		22,725.00

STORMWATER MAINTENANCE FUND

Stormwater Credit	0.00	
Stormwater Maintenance	<u>93.92</u>	
TOTAL		93.92

TRUST & AGENCY

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

HEALTH INSURANCE FUND

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

INMATE SECURITY FUND

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

TRANSPORTATION SALES TAX

Rent - Donna Drive Extension	<u>977.80</u>	
TOTAL		977.80

RECREATIONAL SALES TAX FUND

Civic Center Rentals	12,706.00	
Civic Center Programs	0.00	
Civic Center Membership Fees	0.00	
Civic Center Entry Fees	1,137.50	
Civic Center Concessions	<u>124.50</u>	
TOTAL		13,968.00

REPORT TOTAL \$109,816.56

Water & Light Deposit Accounts

FEBRUARY, 2024

Beginning Balance February 1, 2024:	\$286,298.35
TOTAL DEPOSITS	\$10,398.42
TOTAL REFUNDS	\$17,447.19
Ending Balance February 29, 2024:	\$279,249.58

Balance Consists of :

Checking Account for US Bank	\$69,249.58
Investments	\$210,000.00
	<hr/>
	\$279,249.58

CITY TREASURER'S REPORT FOR FEBRUARY, 2024

Item 8.

FUND	FUND BALANCES 02-01-2024	RECEIPTS	TRANSFER OF FUNDS	DISBURSEMENTS	FUND BALANCES 02-29-2024	INVESTMENTS	CASH BALANCE 02-29-2024
ELECTRIC FUNDS							
Operation & Maintenance	-	1,533,521.54	(353,047.77)	1,180,473.77	-	-	-
Electric Surplus Fund	3,614,828.23	-	329,262.18	10,386.25	3,933,704.16	2,070,557.50	1,863,146.66
Electric Capital Projects Fund	4,043,132.69	-	-	-	4,043,132.69	4,000,000.00	43,132.69
WATER & SEWER FUNDS							
Water Operation & Maint.	-	296,011.63	(30,288.82)	265,722.81	-	-	-
Water & Sewer Revenue Bond Fund	314,494.68	-	29,861.60	2,280.00	342,076.28	25,000.00	317,076.28
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	10,040,786.85	-	149,055.48	297,059.21	9,892,783.12	9,377,000.00	515,783.12
Water Replacement Fund	760,050.58	-	3,510.08	-	763,560.66	725,000.00	38,560.66
Wastewater Operation & Maint.	-	233,239.38	(172,495.75)	60,743.63	-	-	-
Wastewater Replacement Fund	1,069,035.44	-	-	-	1,069,035.44	911,702.38	157,333.06
W & S Construction Fund	3,924,569.00	-	-	6,689.50	3,917,879.50	200,000.00	3,717,879.50
General Revenue Fund	2,002,331.84	689,464.95	83,960.14	758,178.50	2,017,578.43	1,700,000.00	317,578.43
Landfill Fund	605,305.93	80,477.42	(6,956.74)	62,296.13	616,530.48	525,000.00	91,530.48
Cemetery Fund	1,059,612.33	33,415.81	(5,251.79)	16,198.74	1,071,577.61	870,000.00	201,577.61
City Park Fund	261,155.14	39,546.39	(5,521.55)	48,876.44	246,303.54	-	246,303.54
Public Park Foundation Fund	259,591.50	5,605.48	-	1,915.00	263,281.98	140,000.00	123,281.98
Recreational Development Fund	3,878.74	22,725.00	-	4,577.22	22,026.52	-	22,026.52
Band Fund	303.66	22,915.81	-	23,219.47	-	-	-
ARPA Fund	2,155,456.06	-	-	25,031.38	2,130,424.68	2,125,000.00	5,424.68
Road Use Tax Fund	1,153,929.19	66,631.70	(19,166.66)	-	1,201,394.23	684,000.00	517,394.23
Stormwater Maintenance Fund	293,310.74	93.92	-	-	293,404.66	266,000.00	27,404.66
Trust and Agency Fund	1,107,758.87	4,055.00	(153,903.65)	12,533.80	945,376.42	930,000.00	15,376.42
Health Insurance Fund	1,117,875.05	2,112.66	151,845.32	119,410.23	1,152,422.80	800,000.00	352,422.80
Inmate Security Fund	16,672.12	68.00	-	-	16,740.12	-	16,740.12
Equitable Sharing Fund	3,617.07	-	-	-	3,617.07	-	3,617.07
Transportation Sales Tax Fund	1,013,889.42	128,582.33	(250,000.00)	-	892,471.75	300,000.00	592,471.75
Transportation Capital Projects Fund	-	-	250,000.00	25,816.90	224,183.10	-	224,183.10
Sales Tax Fund	2,735,759.08	270,823.91	-	3,512.50	3,003,070.49	2,434,355.01	568,715.48
Recreation Sales Tax Fund	303,529.38	77,770.29	(862.07)	38,036.63	342,400.97	50,000.00	292,400.97
Public Safety Sales Tax Fund	122,343.51	127,587.40	-	-	249,930.91	-	249,930.91
Fire Protection Sales Tax Fund	64,004.83	63,802.27	-	-	127,807.10	-	127,807.10
Capital Projects Construction Fund	1,965,219.37	-	-	741.60	1,964,477.77	1,850,000.00	114,477.77
Economic Dev. Reserve Fund	886,598.78	-	-	-	886,598.78	850,000.00	36,598.78
CDBG Grant Fund	116,046.05	-	-	139.05	115,907.00	-	115,907.00
I-55 Corridor Special Alloc. Fund	1,262.55	1,055.14	-	-	2,317.69	-	2,317.69
TOTALS	41,126,348.68	3,699,506.03	-	2,963,838.76	41,862,015.95	30,943,614.89	10,918,401.06

Respectfully Submitted,

Angela Birk

Angela Birk, City Clerk/Treasurer

Cash on Hand	1,475.00
General Account	8,866,625.50
Collectors Account	2,046,683.49
Equitable Sharing Fund	3,617.07

TOTAL	10,918,401
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Memo

To: Mayor and Board of Aldermen
From: Liza Walker, Assistant City Administrator
Date: Thursday, March 14, 2024
Re: City Hall HVAC Equipment Replacement

Under the existing City Hall Facility Maintenance Program with Premium Mechanical and Automation, Inc., Premium Mechanical recommends replacement of two roof-top units and a furnace exhaust at City Hall as they are failing. Included in the 2024 Annual Budget was the replacement of one roof-top unit and one furnace exhaust. The recommendation for replacement of the second roof-top unit came just after the budget was approved.

Staff recommends replacement of both units and the furnace exhaust concurrently to save the City about \$1,000.00 in cost. Total cost will be \$40,820.00

Executive Search Services For City Administrator

CITY OF JACKSON,
MISSOURI

Proposal

FEBRUARY 28, 2024



Submitted by:

MICHELE MORAWSKI
ASSISTANT DIRECTOR, CLIENT SERVICES

630 DUNDEE ROAD, SUITE 225
NORTHBROOK, IL 60062

224.415.3791

mmorawski@govhrusa.com



Cover Letter



February 28, 2024

J.J. Wiseman, Director of Human Resources
101 Court Street
Jackson, Missouri, 63755

RE: PROPOSAL FOR EXECUTIVE SEARCH SERVICES FOR CITY ADMINISTRATOR

Dear Mr. Wiseman:

Thank you for the opportunity to provide you with a proposal for the City Administrator’s recruitment and selection process for the City of Jackson (“City”). Our proposal provides the City with firm qualifications, key experience, a detailed work plan and timeline, and associated fees to provide services that exceed expectations. We provide a tailored, personal approach to executive recruitment and the selection and can adapt to your specific requirements for the position.

We have some very exciting news to share. GovHR USA (GovHR) has recently been acquired by MGT of America Consulting, LLC (MGT). MGT is a nationally respected leader in public sector management consulting and technology services with a long track record in support of state, local, and education clients. GovHR and MGT are joining forces to take the next step in offering integrated solutions that can accelerate our most important shared goal: dramatically improving lives by **advancing and lifting up the communities we serve**.

Our consultants have worked in all areas of local government leadership, including city/county management, human resources, public safety, finance, public works, parks and recreation, and utilities. This combined hands-on knowledge and experience has made MGT and GovHR proven leaders in public sector consulting.

MGT CONTACT INFORMATION

MGT HEADQUARTERS	MGT of America Consulting, LLC 4320 West Kennedy Boulevard Tampa, Florida 33609 P: 813.327.4717 www.mgtconsulting.com FEIN: 81-0890071
PROPOSAL CONTACT	Michele Morawski, Assistant Director, Client Services 630 Dundee Road, Suite 225 Northbrook, Illinois 60062 224.415.3791 mmorawski@govhrusa.com

Thank you for the opportunity to submit a proposal to the City of Jackson. Should you have questions on any aspect of this proposal, please contact **Michele Morawski** at **224.415.3791** or mmorawski@govhrusa.com.

Regards,

Patrick J. Dyer, Vice President, *Authorized to bind the firm*

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Firm Profile

We impact the communities we serve – for good.

MGT began operations in 1974 as a public-sector research firm. Since then, we have significantly expanded our consulting capabilities and client offerings. Today, we are a national consulting firm specializing in **assisting clients to operate more efficiently and effectively.**

MGT has acquired a keen understanding of the structures, operations, and issues facing public entities. This understanding comes from **nearly 50 years** of experience providing innovative yet practical solutions to public sector clients. We provide objective, creative, expert services in the areas of human capital, finance, technology, programming, and planning.

MGT has successfully worked with clients on **more than 30,000 projects** to help them adapt to change while maintaining the vision and direction toward their short- and long-term goals. With the recent combination of GovHR, our firm includes **more than 500 professionals and administrative staff** to support our clients’ success. MGT’s corporate office is in Tampa, Florida, with additional offices nationwide.



Name: MGT of America Consulting, LLC (MGT)

Founded: 1974

Locations: Headquarters in Tampa, Florida; branch offices nationwide

Staff: 500+ consultants across the country

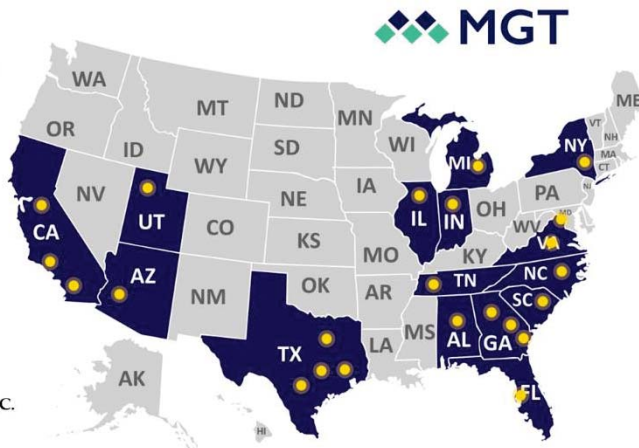
Structure: Privately held and client-driven

Lines of Business: Government Consulting; Education and Financial Solutions; Diversity and Inclusion; Human Capital; Cybersecurity and Technology

Find out more at www.mgtconsulting.com.

NATIONAL FIRM LOCAL FOCUS

- Alabama**
Birmingham
- Arizona**
Phoenix
- California**
Sacramento
Riverside
Carlsbad
- Florida**
Tampa HQ
- Georgia**
Savannah
Atlanta
Alpharetta
- Illinois**
Chicago Metro
- Indiana**
Gary
- Michigan**
Bay City
- New York**
NYC
- North Carolina**
Raleigh
- South Carolina**
Columbia
- Tennessee**
Nashville
- Texas**
Dallas
Austin
San Antonio
Houston
- Utah**
Salt Lake City
- Virginia**
Richmond
- Washington, D.C.**



Social Impact Solutions

The MGT Social Impact Solutions team has an impressive track record of providing **customized solutions, objective research, creative recommendations, and quality products** that respond to each client's unique needs and time requirements. GovHR is now a part of MGT’s Social Impact Solutions Team.

GovHR was originally formed as Voorhees Associates in 2009, changed its name to GovHR USA in 2013, and joined MGT (**the nation’s leading social impact firm**) in 2023. GovHR provides public management consulting services to local government clients and other public-sector entities nationwide. GovHR offers customized executive recruitment services, management studies, and consulting projects for local government and organizations that work with local government. GovHR’s GovTempsUSA division also provides interim staffing solutions to keep operations moving during recruitment.

Our Commitment

MGT embraces the most complex challenges with deep commitment, agility, and local expertise to make a measurable and profound social impact. Simply stated, our promise is: **We improve lives by advancing and lifting up your community.** This purpose reflects the company’s strong social conscience and service ethic that forms the core of the MGT “Why.” MGT models this philosophy by systematically seeking out the highest-impact projects and relationships, encouraging community involvement, and investing in a collaborative and rewarding world-class work environment for employees.

*Impacting
Communities.
For Good.*



Defined by Our Impact

We understand the goals of the City of Jackson and how this search process will ensure a diverse pool of highly qualified candidates for the City.

The MGT team empowers organizations to enhance their teams through innovations in people, processes, and technology to **lift and strengthen their human resources solutions.**

Part of our success is based upon our **promise to be flexible and responsive.** We are acutely aware of the political, economic, social, and technological factors that impact today’s public sector clients. MGT is structured into several primary consulting divisions to support these needs. **We are pleased to have the Government Consulting Experts within the MGT Social Impact Solutions Group responsible for leading the completion of this project.**

Unparalleled Expertise and Level of Service. With executive recruitment experience in 44 states and communities ranging in population from 1,000 to 3,000,000, we are a leader in the field of local government recruitment and selection. More than 40% of our clients are repeat clients, and 94% of surveys show our overall performance rating as **Outstanding** – indicating a plan to use our services and/or highly recommend us in the future.

Delivering the Best. We conduct comprehensive **due diligence** on candidates. Our state-of-the-art process includes extensive use of social media for candidate outreach and video interviews with potential finalist candidates, ensuring successful recruitment for the City. We will provide important information to potential candidates by developing a high-quality, thorough Recruitment Brochure reflecting the knowledge we will have about your community and your organization. Before we recommend a candidate to you, **we ask probing questions** that will verify their expertise during video interviews, reference calls, and news and social media searches.

A Partner from Start to Finish. We are your partners in this important process. We welcome you to review all the resumes we receive, and we will share our honest assessment of the candidates. Our goal is your **complete satisfaction.** We can strategize with you on various approaches for meeting your recruiting needs, including evaluating internal candidates, identifying non-traditional candidates who meet your recruitment requirements, succession planning, and mentoring options. We are committed to working with you until you find the best candidate for your position.



Our Team

The success of a consulting engagement is founded on the qualifications of the project team and how it is structured and managed.

MGT employs a team of professionals with backgrounds in local government and the not-for-profit sector. With the City's staffing needs in mind and due to the significance of this recruitment, we have assigned our highly knowledgeable and experienced consultant, Mark Peterson. He will act as your project manager and primary point of contact for this project.

Project Manager & Main Point of Contact



MARK PETERSON

Vice President

MPeterson@GovHRusa.com

847-380-3240 x121

Mark Peterson joined GovHR USA in 2018 and has conducted executive recruitments in Illinois, Iowa, Missouri, Kentucky, and Wisconsin. Those recruitment initiatives include numerous city and county managers/administrators and assistant/deputy city managers and administrators. He has also recruited many municipal and county department heads and professionals in finance, economic development, community development, human resources, legal, public health, public works, engineering, and transit. Mr. Peterson has also assisted a variety of municipalities and counties with strategic planning, goal setting, team building, staff development, performance evaluation, organizational studies, and compensation analysis, and participated in the placement of several temporary positions via GovTemps.

Throughout his long career, Mark has remained an active member of the International City/County Management Association (ICMA) and the Illinois City/County Management Association (ILCMA). He has served in various leadership capacities, including the President of ILCMA in 1998-99.

Proposal Inquiries

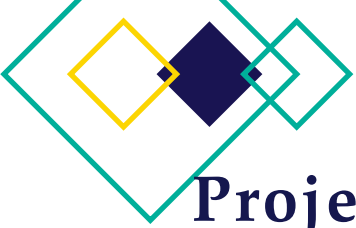


MICHELE MORAWSKI

Assistant Director of Client Services

224.415.3791

MMorawski@GovHRusa.com



Project Approach & Methodology

A detailed plan specifically designed for you.

Project Understanding

A typical recruitment and selection process takes approximately 175 hours to conduct. At least 50 hours of this time is administrative, including advertisement placement, reference interviews, and due diligence on candidates. We believe our experience and ability to administer your recruitment professionally will provide you with a diverse pool of highly qualified candidates for your position search.

Our clients are informed of the progress of their recruitment throughout the entire process. We are always available by mobile phone or email should you have a question or need information about the recruitment.



MGT: EXPERTS IN RECRUITING
"The coordination by the consultant helped to alleviate the workload of internal staff. Consultant was willing to customize the process based on the City's needs."

MGT Client Satisfaction Components



Proposed Work Plan

PHASE 1 POSITION ASSESSMENT, POSITION ANNOUNCEMENT, & BROCHURE

Activities

MGT treats each executive recruitment as a transparent partnership with our client. We believe in engaging with stakeholders early in each recruitment process to understand the challenges and opportunities inherent in the position fully. Understanding the organizational culture is critical to successful recruitment. We gain this insight and information through meetings (one-on-one and in small groups), surveys, and a review of relevant information. This information is reflected in a polished marketing piece showcasing the organization and its area.

PROJECT APPROACH & METHODOLOGY

INFORMATION GATHERING

- ◆ One-on-one or group interviews with stakeholders identified by the City.
- ◆ MGT can establish a dedicated email address for feedback from stakeholders or the community.
- ◆ Community forums (in person or via video) can be used to gather input and feedback.
- ◆ Surveys can be used by department personnel and/or the community to gather feedback.
- ◆ Conversations/interviews with department heads.

A combination of the items listed above can be used to fully understand community and organizational needs and expectations for the position (this proposal includes 12 hours of meetings – additional meetings can be added for a fee of \$150/hour plus actual expenses if incurred). A dedicated email address and one organizational survey are included. A Community Survey can be conducted for \$2,500. Community Forums are conducted as an optional service.

Development of a **POSITION ANNOUNCEMENT** to be placed on websites and social media.

Development of a thorough **RECRUITMENT BROCHURE** for the City’s review and approval.

Agreement on a detailed **RECRUITMENT TIMETABLE** – a typical recruitment takes between 90 to 120 days from the time you sign the contract to the appointment of the finalist candidate.

**PHASE 2
ADVERTISING, CANDIDATE RECRUITMENT, & OUTREACH**

Activities

We extensively use social media and traditional outreach methods to ensure a diverse and highly qualified pool of candidates. Our website is well known in the local government industry – we typically have 17,000+ visits monthly to our website and career center. Additionally, our weekly job listings are sent to over 8,000 subscribers.

Phase 2 will include the following:

- ◆ MGT consultants will personally identify and contact potential candidates.
- ◆ Develop a database of potential candidates from across the country unique to the position and to the City, focusing on:
 - Leadership and management skills.
 - Size of organization.
 - Experience in addressing challenges and opportunities is also outlined in Phase 1.
 - The database will range from several hundred to thousands of names. An email campaign will be sent to each potential candidate.
- ◆ Placement of the Position Announcement:
 - Public sector online Career Centers.
 - **Social media:** LinkedIn (posted on MGT Executive's LinkedIn news feeds to reach over 50,000 connections), Facebook, and Instagram.
 - MGT will provide the City with a list of advertising options for approval.

**PHASE 3
CANDIDATE EVALUATION & SCREENING**

Activities

Phase 3 will include the following steps:

PROJECT APPROACH & METHODOLOGY

- ◆ Review and evaluate candidates’ credentials with consideration to the criteria outlined in the Recruitment Brochure.
- ◆ Candidates will be narrowed down to those that meet the qualification criteria.
- ◆ Candidate evaluation process:
 - Completion of a questionnaire explaining prior work experience.
 - Live Video Interview (45 minutes to 1 hour) conducted by a consultant with each finalist candidate.
 - References provided by the candidate are contacted.
 - Internet/Social Media search conducted on each finalist candidate.

All resumes will be acknowledged, and inquiries from candidates will be personally handled by MGT, ensuring the City’s process is professional and well-regarded by all who participate.

**PHASE 4
PRESENTATION OF RECOMMENDED CANDIDATES**

Activities

Phase 4 will include the following steps:

- ◆ MGT will prepare a Recruitment Report presenting the credentials of those candidates most qualified for the position.
- ◆ MGT will provide an electronic recruitment portfolio containing the candidates’ materials and a “mini” resume for each candidate so that credentials are presented uniformly.
- ◆ The City will receive a log of all applicants and may review resumes if requested.
- ◆ Report will arrive in advance of the Recruitment Report Presentation.

MGT will meet with the City to review the recruitment report and provide additional candidate information.

**PHASE 5
INTERVIEWING PROCESS & BACKGROUND SCREENING**

Activities

Phase 5 will include MGT completing the following steps:

- ◆ Develop the first and second round interview questions for the City’s review and comment.
- ◆ Coordinate candidate travel and accommodations.
- ◆ Provide the City with an electronic file that includes:
 - Candidates’ credentials.
 - Set of questions with room for interviewers to make notes.
 - Evaluation sheets to assist interviewers in assessing the candidate’s skills and abilities.

Background screening will be conducted along with additional references contacted:

PROJECT APPROACH & METHODOLOGY

MGT BACKGROUND SCREENING

- ✓ Social Security Trace & Verification
 - ✓ US Federal Criminal Search
 - ✓ Enhanced Verified National Criminal
 - National Sex Offender Registry
 - Most Wanted Lists: Federal Bureau of Investigation (FBI), Drug Enforcement Agency (DEA), Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), Interpol
 - Office of Foreign Assets Control (OFAC) Terrorist Database Search
 - Office of the Inspector General (OIG), General Services Administration (GSA), System for Award Management (SAM), Food and Drug Administration (FDA)
 - All felonies and misdemeanors reported to the National Database
 - ✓ County/Statewide Criminal
 - ✓ Civil Search
 - ✓ Bankruptcy, Leans, and Judgements
 - ✓ Motor Vehicle Record
 - ✓ Education Verification – All Degrees Earned
- Optional:** Credit Report – Transunion with score (based on position and state laws)
- Optional:**
- Professional License Verification
 - Drug Screen
 - Employment Verification

MGT will work with you to develop an interview schedule for the candidates and coordinate travel and accommodations. MGT consultants will be present for all the interviews, serving as a resource and facilitator.

MGT will coordinate a 2-Step Interview process. The first-round interviews will include four to five candidates. The second-round interviews will include two or three candidates. MGT will supply interview questions and an evaluation form.

In addition to a structured interview, the schedule can incorporate:

- ◆ Tour of the City’s facilities.
- ◆ Interviews with senior staff.

**PHASE 6
APPOINTMENT OF CANDIDATE**

Activities

- ◆ MGT will assist you as much as requested with the salary and benefit negotiations and drafting of an employment agreement, if appropriate.
- ◆ MGT will notify all applicants of the final appointment, providing professional background information on the successful candidate.

MGT/GovHR’s Recommendations to RECRUIT and Retain Top Talent

RESPONSIVE: ROLL OUT THE WELCOME MAT! Candidates may struggle with relocating for a new position and being concerned about the “fit” with a new team. It is important to include costs for your top candidate(s) to travel to your location for the final interview process. Our team will work with you to create a welcoming, informative experience for both you and the candidate(s).

ENCOURAGING: Employee development is a must-have in today’s market. Candidates appreciate their employer investing in them as much as they are investing themselves in the job. Consider “up and

PROJECT APPROACH & METHODOLOGY

coming” candidates who may lack one or two preferred skills and assign a mentor or invest in a course to encourage their professional development. A mentor/training program will also help establish a peer-to-peer connection and make them feel more comfortable about the transition to a new job.

COMPETITIVE: Our team will guide you in offering a competitive market rate compensation and competitive benefits package attractive to today’s candidates. Competitive employers must include relocation expenses and should consider signing bonuses and temporary housing.

RESOURCEFUL: Review your job description – do you need public sector experience? Are the years’ experience you list essential, or can that be preferred? Consider a more resourceful approach when reviewing candidates’ experience. Carefully assess requirements such as Certified Public Accountant (CPA), Professional Engineer, and others that will limit your talent pool – consider using the word “ideally” or “preferably.”

UNDERSTANDING: These past few years have, without a doubt, changed the work environment. Competitive employers have recognized this and are offering flexible/hybrid/remote work options. Those positions that offer this type of flexibility consistently receive a better candidate response rate.

INNOVATIVE: Think about what is unique and attractive about your community and organization and highlight that in your recruitment efforts. Talk about organizational culture and what your values are with respect to your employees. MGT will assist you in being as innovative as possible in your outreach.

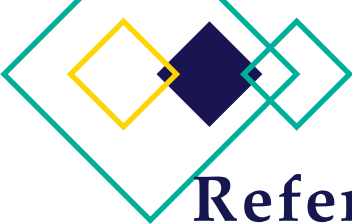
TRANSPARENT: Some states now mandate listing salary ranges in any job advertisements or postings. More and more companies are showing at least a salary range in their postings to promote pay transparency and equity. Post the salary range you will use for hiring – it is public information. If we make it too difficult for candidates to find out the salary, they will move on to the next opportunity.

Project Timeline

Based on our experience in conducting similar projects, we anticipate the proposed project can be completed within 14 weeks of project initiation, as illustrated in **Exhibit 1**.

Exhibit 1. Proposed Schedule

WORK PLAN TASKS	WEEK													
	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Phase 1: Position Assessment, Position Announcement, & Brochure	█	█												
Phase 2: Advertising, Candidate Recruitment, & Outreach			█	█	█	█								
Phase 3: Candidate Evaluation & Screening							█	█	█					
Phase 4: Presentation of Recommended Candidates										█				
Phase 5: Interviewing Process & Background Screening											█	█		
Phase 6: Appointment of Candidate													█	█



References

A leader in local government recruitment and selection.

More than one-third of the organizations served by MGT’s GovHR have contracted for multiple projects; we feel repeat business is the greatest testament to our commitment to customer service and client satisfaction. We encourage you to contact any of our references to learn of our professionalism, ability to meet timelines, and the expertise of our staff. We have conducted over **300 top Manager recruitments** (City Administrator, County Manager, etc.). A complete list of these clients is available on our website at www.govhrusa.com. We are happy to provide you with additional contact information for any of these clients upon request.

GREENVILLE, IL

GEORGE BARBER, MAYOR
404 S. THIRD STREET, GREENVILLE, IL 62246
618-410-3510 | GBARBER@GREENVILLEILLINOIS.COM

MGT’s GovHR provided recruitment and selection services for the following position of City Manager, 2021 - Mark Peterson.



WASHINGTON, IL

GARY MANIER, MAYOR
301 WALNUT ST. | WASHINGTON, IL 61571
309-208-6214 | GMANIER@CI.WASHINGTON.IL.US

MGT’s GovHR provided recruitment and selection services for the following position of City Administrator, 2021 - Mark Peterson.



WINDSOR HEIGHTS, IA

MIKE JONES, MAYOR
1145 66TH STREET | WINDSOR HEIGHTS, IA 50324
MIKE.JONES@WINDSORHEIGHTS.ORG

MGT’s GovHR provided recruitment and selection services for the following positions:

- ◆ City Administrator, 2023 - Mark Peterson
- ◆ City Administrator, 2020



CAPE GIRARDEAU, MO

DR. KENNETH HASKIN, CITY MANAGER
573-339-6320 | KHASKIN@CITYOFCAPEGIRARDEAU.ORG
401 INDEPENDENCE AVENUE | P.O. BOX 617
CAPE GIRARDEAU, MO 63703
MOLLY MEHNER, DEPUTY CITY MANAGER (FORMER)
CURRENT TOWN ADMINISTRATOR OF COLLIERVILLE, TN
(901) 457-2200

MGT’s GovHR provided recruitment and selection services for the following position of City Manager, 2021 - Mark Peterson

REFERENCES

Client List Missouri

State	Client	Title	Type	Population	Year
Missouri	Rock Hill	Classification & Compensation Study	Classification & Compensation Study	4,718	2024
Missouri	Metropolitan St. Louis Sewer District	Assistant Treasurer	Finance	Multi	2023
Missouri	Metropolitan St. Louis Sewer District	Executive Director/CEO	Utility/Water	Multi	2023
Missouri	Shrewsbury	Organizational/Operational Assessment & Salary Survey	Organizational Assessment	6,332	2023
Missouri	Independence	Chief of Police	Law Enforcement	123,000	2022
Missouri	University City	Director of Public Works	Public Works	35,172	2022
Missouri	Columbia	Human Resources Director	Human Resources	125,181	2022
Missouri	Salem	City Clerk (Professional Outreach)	Clerk - Municipal	4,950	2021
Missouri	Warrensburg	City Manager	City Management	20,200	2021
Missouri	Wentzville	Director of Engineering/City Engineer	Engineering	44,372	2021
Missouri	University City	Director of Human Resources	Human Resources	35,172	2021
Missouri	Webster Groves	Fire Chief	Fire/EMS	22,800	2021
Missouri	Creve Coeur	Police Chief	Assessment Center	18,538	2021
Missouri	Bel-Ridge	Project Manager	City Management	2,703	2021
Missouri	University City	Assistant City Manager	Assistant City Management	35,175	2020
Missouri	University City	Assistant to the City Manager/Director of Human Resources	Assistant City Management	35,172	2020
Missouri	Ballwin	City Administrator	City Management	30,181	2020
Missouri	Cape Girardeau	City Manager	City Management	38,000	2020
Missouri	Webster Groves	City Manager	City Management	22,800	2020
Missouri	Glendale	Compensation Study	Compensation Study	5,878	2020
Missouri	Cape Girardeau	Battalion Chief Assessment Center	Assessment Center	38,000	2019
Missouri	Wildwood	City Manager	City Management	35,524	2019
Missouri	Cape Girardeau	Fire Chief & Emergency Management Director	Fire/EMS	38,000	2019
Missouri	Cape Girardeau	Fire Chief & Emergency Management Director Assessment Center	Assessment Center	38,000	2019
Missouri	University City	Assistant to the City Manager/Communications Director	Assistant City Management	35,172	2018
Missouri	University City	Assistant to the City Manager/Economic Development Director	Assistant City Management	35,172	2018
Missouri	South Lyon	City Manager	City Management	11,327	2018
Missouri	University City	Director of Parks, Recreation & Forestry	Parks & Recreation	35,172	2018
Missouri	Missouri Parks and Recreation Association (MPRA)	Executive Director	Parks & Recreation	Multi	2018
Missouri	Clayton	Fire Chief	Fire/EMS	15,939	2018
Missouri	Clayton	Fire Chief Assessment Center	Assessment Center	15,939	2018
Missouri	University City	City Manager	City Management	35,172	2017
Missouri	Maryland Heights	Organizational Assessment	Organizational Assessment	27,472	2017
Missouri	Lee's Summit	Parks Administrator	Parks & Recreation	96,076	2017
Missouri	Republic	City Administrator	City Management	15,590	2016
Missouri	Clay County Department of Revenue	Interim Finance Support	Finance	Multi	2016
Missouri	Maryland Heights	Park Director - Direct Hire	Parks & Recreation	27,137	2016
Missouri	Maryland Heights	Parks & Recreation Director	Parks & Recreation	27,472	2016
Missouri	Maryland Heights	City Administrator	City Management	27,436	2015
Missouri	Ferguson	City Manager	City Management	21,111	2015
Missouri	St. Louis County Municipal League	Executive Director	Intergovernmental Agency	Multi	2015
Missouri	Kirkwood	Fire Chief	Fire/EMS	27,596	2015
Missouri	Kirkwood	Fire Chief Assessment Center	Assessment Center	27,596	2015
Missouri	Clay County Department of Revenue	Interim Support	Finance	Multi	2015
Missouri	Wildwood	City Administrator	City Management	35,517	2014
Missouri	Clay County Department of Revenue	Tax Collections Specialist	Finance	Multi	2014
Missouri	Clay County Department of Revenue	Tax Collections Specialist	Finance	Multi	2012



NATIONAL FIRM LOCAL FOCUS

Alabama
Birmingham

Arizona
Phoenix

California
Sacramento
Riverside
Carlsbad

Florida
Tampa HQ

Georgia
Savannah
Atlanta
Alpharetta

Illinois
Chicago Metro

Indiana
Gary

Michigan
Bay City

New York
NYC

North Carolina
Raleigh

South Carolina
Columbia

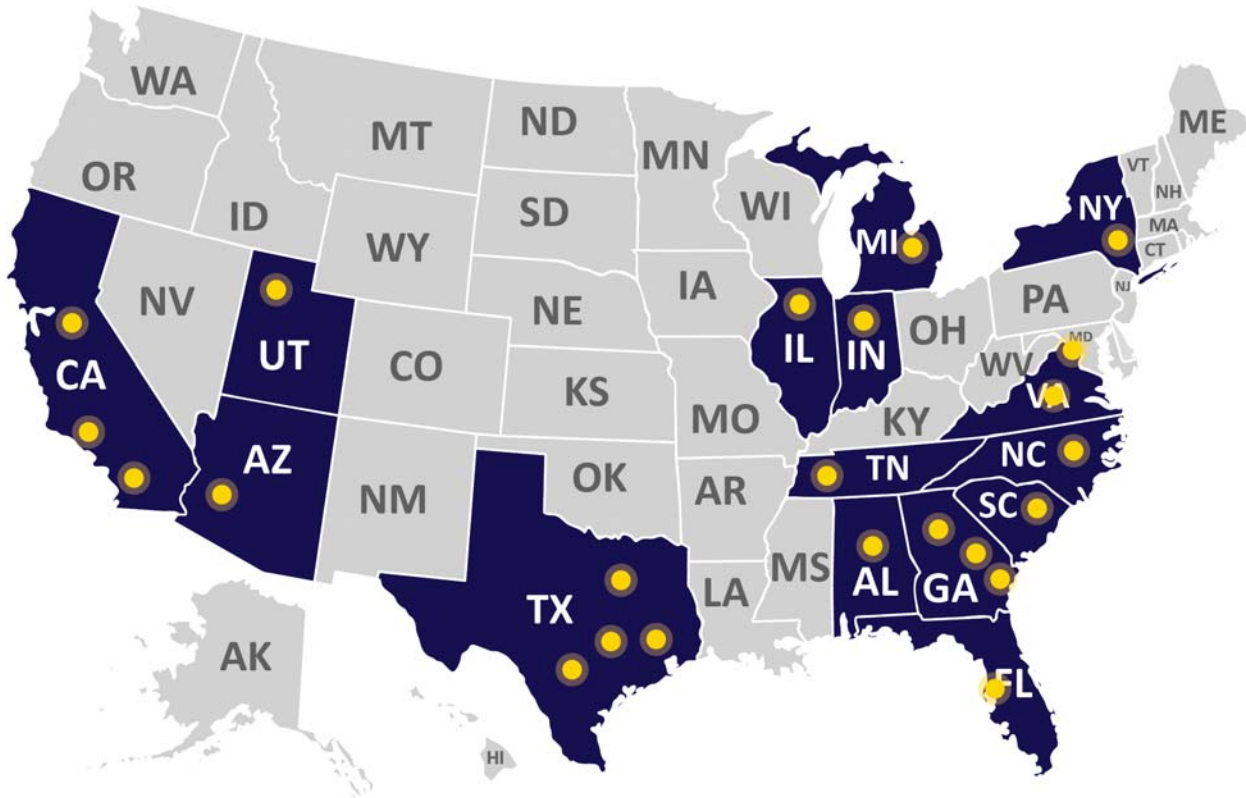
Tennessee
Nashville

Texas
Dallas
Austin
San Antonio
Houston

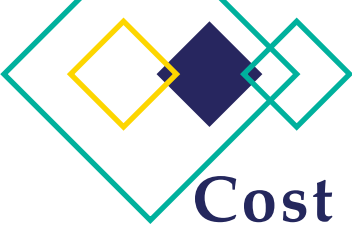
Utah
Salt Lake City

Virginia
Richmond

Washington, D.C.



4320 West Kennedy Boulevard, Tampa, Florida 33609
888.302.0899 | www.mgtconsulting.com



Cost Proposal

Defined by Impact. Driven by People.

Dedicated to the Community.

We take pride in customizing our client’s needs — and we will work with you to ensure our fees are aligned with your expectations and budget.

Full Scope Recruitment

Summary of Costs	Price
Recruitment Fee	\$21,500
Recruitment Expenses (not to exceed) Expenses include candidate due diligence efforts	\$1,500
Advertising <i>*Advertising costs over \$2,000 will be placed only with client approval. If less than \$2,000, Client is only billed for actual cost.</i>	\$2,000*
TOTAL:	\$25,000**

***Consultant travel expenses are not included in the price proposal. If the consultant is requested to travel to the client, travel costs will be estimated at time of request. Only actual expenses will be billed to the City for reimbursement.*

Possible in-person meetings could include:

- ◆ Recruitment brochure interview process
- ◆ Presentation of recommended candidates
- ◆ Interview Process

Any additional consultant visits requested by the City (beyond the three visits listed above) will be billed at \$150/hour. The additional visits may also result in an increase in the travel expenses billed.

*This fee does not include travel and accommodation for candidates interviewed.

Payment for Fees & Services

- ◆ **1st Invoice:** Contract Award (40% of the Recruitment Fee).
- ◆ **2nd Invoice:** Presentation of Candidates (40% of the Recruitment Fee & expenses incurred to date).
- ◆ **Final Invoice:** Completion of Recruitment (20% of the Recruitment Fee plus all remaining expenses).

Payment of invoices is due within thirty (30) days of receipt.

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 *GOVHR, OF TAMPA, FLORIDA*, RELATIVE TO *PROVIDING EXECUTIVE SEARCH SERVICES FOR THE POSITION OF 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 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 **GovHR, of Tampa, Florida**. It is the belief of the Mayor and Board of Aldermen that it is in the best interest of the citizens of the City of Jackson, Missouri, that the City enters into said contract.

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

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

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

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

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

FIRST READING: March 18, 2024.

SECOND READING: March 18, 2024.

PASSED AND APPROVED this 18th day of March, 2024, by a vote of _ ayes, _ nays, _ abstentions and _ absent.

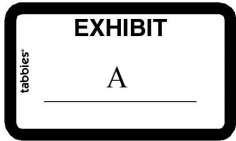
CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk



MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (“Agreement”) is entered into as of March 12, 2024 (“Effective Date”) between GovHR a division of MGT of America Consulting, LLC (“GovHR”), with offices located at 4320 West Kennedy Boulevard, Tampa, FL 33609, and City of Jackson, Missouri (“Client”), collectively referred to herein as the “Parties.”

WHEREAS, GovHR offers global technological, educational, organizational and staffing consulting solutions services to the public and private sectors;

WHEREAS, Client anticipates a need within its organization for GovHR’s services; and

WHEREAS, the Parties intend for this Agreement to serve as the governing, contractual basis of GovHR’s provision of future project-level services to Client.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. THIS AGREEMENT AND STATEMENTS OF WORK. The Parties enter into this Agreement to set forth the general terms and conditions that will govern GovHR’s provision of services to Client. Such services will be subsequently agreed upon by the Parties in individual Statements of Work (“SOW”).

Each SOW will state all details required for the proper provision of project-level services, including scope, pricing, period of performance, and other required information (“Services”) each an Exhibit A, Statement of Work, attached hereto and incorporated into the Agreement. Unless otherwise stated in an SOW, all Services shall be performed remotely. Each SOW will require signature by both parties to be effective.

2. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE. The contract documents consist of this Agreement and all exhibits, attachments, amendments, and SOWs subsequently executed by the Parties and all exhibits, attachments, amendments, and other documents made a part of the SOW (“Contract Documents”). Upon signature by the Parties, all SOWs executed during the Term shall be considered incorporated into and made a part of this Agreement.

In the event of a conflict among the terms and conditions in this Agreement and any SOW, unless that SOW expressly states the intention for the SOW to control with regard to the conflicting term or condition, then this Agreement shall control. Any terms or conditions contained in documents issued by Client other than the Contract Documents, including purchase orders, shall be voidable at GovHR’s discretion.

3. TERM. The term of this Agreement shall commence on the Effective Date and will continue for a period of one (1) year or until terminated in accordance with this Agreement. This Agreement will automatically renew for additional one (1) year terms unless terminated by either party at least thirty (30) days prior to the expiration date.

4. TERMINATION. The Client shall have the right to terminate this Agreement or any individual SOW at any time for any reason by giving GovHR written notice to such effect. Client shall pay to GovHR in full satisfaction and discharge of all amounts owing to GovHR under this Agreement



or any individual SOW an amount equal to the cost of all work performed by GovHR up to such termination date, less all amounts previously paid to GovHR. GovHR shall submit to Client its statement for the aforesaid amount, in such reasonable detail the Client shall request within thirty (30) days after such date of termination. The Client shall not be liable to GovHR for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the work.

5. INSURANCE. During the Term of this Agreement and any SOW, GovHR will maintain the minimum insurance coverages below. GovHR shall provide Certificates of Insurance to Client upon request and as required under SOWs. Nothing herein shall be deemed as a waiver of Client’s sovereign immunity relative to any claim against Client. Any self-insurance or deductible above fifty thousand dollars (\$50,000.00) is not permitted.

a.	Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 annual aggregate
c.	Business Automobile Liability	\$1,000,000 combined single-limit, non-owned and hired. (GovHR does not own autos)
d.	Umbrella/Excess Liability	\$10,000,000 per occurrence & aggregate, follows form
e.	Worker’s Compensation	Per Statute
f.	Employer’s Liability	\$1,000,000 each accident
f.	Professional Liability	\$6,000,000 aggregate

6. INDEMNIFICATION. To the fullest extent permitted by law, GovHR agrees to defend, indemnify and hold harmless the Client and its officers, directors, employees, agents, representatives, successors and assigns from any and all claims, demands, causes of actions, costs, expenses, liability, losses, or damages including attorney’s fees and expenses (“Claims”), whether in law or in equity, for bodily injury, death or property damage arising out of, relating to or caused by, in whole or part, the negligence, errors, omissions or willful misconduct of GovHR or its officials, officers, employees, subcontractors, consultants or agents, relating to or connected with performance under this Agreement, unless Claims are caused wholly by the sole negligence or willful misconduct of Client.

GovHR’s indemnity obligations under this Section are contingent upon the Client: a) promptly notifying GovHR of each claim; provided, however, that the Client’s failure to give prompt notice to GovHR of any such claim shall not relieve GovHR of any obligation under this Section except and to the extent that such failure materially prejudices GovHR’s ability to defend against such claim; b) providing GovHR with sole control over the defense and/or settlement thereof, provided however, that GovHR shall not settle any claim that includes an admission of wrongdoing by Client or otherwise adversely affects Client’s interests without prior consent; and c) at GovHR’s request and expense, Client will provide full information and reasonable assistance to GovHR with respect to such claim.

7. LIMITATION OF LIABILITY. GovHR shall not be held liable for factors outside of its reasonable control, including losses or damages as a result of Client’s provision of inaccurate data, or changing laws, regulations, political conditions.

TO THE EXTENT PERMITTED BY LAW AND EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR DATA USE, OR LOSS OR INTERRUPTION OF BUSINESS, ARISING OUT OF ANY OF THE TERMS OR CONDITIONS OF THIS AGREEMENT OR WITH RESPECT TO ITS



PERFORMANCE HEREUNDER, WHETHER ARISING OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, STRICT LIABILITY OR ANY OTHER THEORY. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF DAMAGES APPLIES EVEN IF A PARTY HAD OR SHOULD HAVE HAD KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES.

To the extent permitted by law, except for actions or claims resulting from GovHR's gross negligence or intentional or willful misconduct, GovHR's total aggregate liability to Client shall be limited to the amount of compensation paid by Client to GovHR under this Agreement in the twelve (12) months prior to the action giving rise to liability.

8. GOVERNING LAW, JURISDICTION AND CONSENT TO SUIT. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the state of Missouri, irrespective of the choice of laws principles of the state of Missouri, as to all matters including validity, construction, effect, enforceability, performance, and remedies. GovHR submits itself and its property in any legal action or proceeding relating to this Agreement to the exclusive jurisdiction of the Circuit Court of Cape Girardeau County, Missouri and GovHR hereby accepts venue in each such court.

9. DISPUTE RESOLUTION PROCEDURE. In the event of a dispute, controversy or claim by and between the Parties arising out of matters related to this Agreement, the Parties will first attempt in good faith to resolve through negotiation any such dispute, controversy, or claim. Either party may initiate negotiations by providing written notice to the other party setting forth the subject of the dispute and the relief requested. The recipient of such notice will respond in writing within five (5) business days with a statement of its position on, and recommended solution to, the dispute. If the dispute is not resolved by this exchange of correspondence, then senior management representatives of each party with full settlement authority will meet at a mutually agreeable time and place within fifteen (15) business days of the date of the initial notice to exchange relevant information and perspectives and to attempt to resolve the dispute.

If the dispute is not resolved by negotiation, either party may commence mediation by written request to the other party. The Parties will cooperate in selecting a mediator and in scheduling the mediation proceedings. The mediation shall take place in Cape Girardeau County, Missouri. The Parties will participate in the mediation in good faith and will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by either of the parties, their agents, employees, experts or attorneys, or by the mediator, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties; provided, however, that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

Either party may seek equitable relief prior to the mediation to preserve the *status quo* pending the completion of that process. Except for such an action to obtain equitable relief, neither party shall commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, at which time suit may be brought pursuant to Paragraph 8 of this Agreement. The prevailing party shall be entitled to an award of all reasonable costs, expenses, and attorneys' fees. In addition, should the dispute under this Agreement involve the failure to pay fees, and the matter is not resolved through negotiation or mediation, Client shall pay all costs of collection, including, but not limited to, GovHR's legal fees and costs should GovHR prevail.

10. CONFIDENTIALITY. Each party shall maintain in confidence and protect from unauthorized disclosure all information exchanged between the Parties that is reasonably understood under the



circumstances to be confidential, whether disclosed orally, in writing or marked as confidential (“Confidential Information”).

The receiving party shall make all reasonable efforts to protect Confidential Information from disclosure to unauthorized third parties. Confidential Information may be disclosed to third parties with a need-to-know under the circumstances and who are bound by confidentiality obligations no less restrictive than those herein. Neither party shall use such Confidential Information except in performance of the Services. GovHR may, however, disclose Client’s name and the general nature of GovHR’s work for Client sales proposals.

The above obligations of confidentiality shall not apply to the extent that the receiving party can show that the relevant information (a) was at the time of receipt already in the receiving party’s possession; (b) is, or becomes in the future, public knowledge through no fault or omission of the receiving party; (c) was received from a third-party having the right to disclose; or (d) is required to be disclosed by law.

11. FORCE MAJEURE. Neither party shall be liable or considered at fault for any delay (except for payment) resulting from circumstances beyond the party’s reasonable control, including but not limited to fire, flood, earthquake, elements of nature, epidemics, global pandemics, quarantines, acts of God, acts of war, labor disputes, and supply chain disruptions (“Excusable Delays”). The delayed party shall notify the other party in writing upon the discovery of any significant Excusable Delay. During an Excusable Delay, the delayed party shall use reasonable efforts to mitigate costs and damages and to resume performance under this Agreement.

The Parties recognize that GovHR’s ability to timely perform under a SOW is contingent upon Client’s timely provision of any agreed-upon data, personnel access, or other requirements. If Client’s failure to provide to such data, access or other requirements causes significant delays to GovHR’s progression of Services, and GovHR incurs losses or damages as a result, then the Parties shall negotiate and execute a SOW amendment for an equitable adjustment to the schedule and for additional costs. GovHR shall provide all substantiating documentation of costs reasonably requested by Client in consideration for any equitable adjustment. Excusable Delays shall not give rise to an equitable adjustment.

12. FEES AND PAYMENT. Unless otherwise set forth in a SOW, all correct invoices submitted by GovHR to Client shall be due and payable upon receipt. If Client disputes an invoice or portion thereof in good faith, then Client shall pay any undisputed portion and provide GovHR with written notice of the dispute, in reasonable detail, and the Parties shall promptly meet to resolve such dispute. GovHR reserves the right to impose an interest charge equal to the lesser of one and one-half percent (1.5%) per month or the maximum allowable by law in respect of any invoice which is outstanding for more than thirty (30) days. GovHR may stop work after sixty (60) days of Client’s non-payment of undisputed invoiced amounts.

13. MODIFICATION. This Agreement and any SOW shall only be modified by written amendment signed by the Parties. All signed amendments shall be deemed incorporated into this Agreement by reference.

14. NON-SOLICITATION. During the term of this Agreement and for a period of two (2) years following termination or expiration, neither party shall knowingly, directly or indirectly, solicit nor encourage the solicitation of any person who is, or was within a 12-month period prior to such solicitation, an employee of the other party or its affiliates that became known to the other party as a result of this Agreement, except with the prior written consent of the other party. This provision shall not restrict the right of either party to solicit by public advertisement.



15. ASSIGNMENT. Neither party may assign any rights nor delegate any duties or obligations under this Agreement without the express written consent of the other party. Notwithstanding the foregoing, GovHR, or its permitted successive assignees or transferees, may assign or transfer this Agreement or delegate any rights or obligations hereunder without consent in connection with a merger, reorganization, transfer, sale of assets or change of control or ownership of GovHR, or its permitted successive assignees or transferees.

16. SUBCONTRACT. GovHR shall not subcontract any of the services to be performed by it hereunder without the express written consent of the Client.

17. INDEPENDENT CONTRACTOR. It is expressly understood that at all times, while rendering the Services, GovHR is acting as an independent contractor and not as an officer, agent, or employee of the Client. GovHR shall not be required to keep specific work hours (except in the case of specific hours required under employee leasing contracts), equipment, or a specific office, and shall use independent means and methods for performing the Services. For all purposes, including Medicare, Social Security taxes, the Federal Unemployment Act (“FUTA”), income tax withholding, worker’s compensation, and unemployment insurance, GovHR, its personnel and contractors will be treated and deemed independent contractors and not employees of Client.

18. NON-DISCRIMINATION/EQUAL EMPLOYMENT PRACTICES. Neither party shall unlawfully discriminate or permit discrimination against any person or group of persons in any matter prohibited by federal, state, or local laws. During the performance of this Agreement, neither party or their employees, agents, or subcontractors, if any, shall discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual orientation, gender identity, race, creed, color, national or ethnic origin, medical conditions, physical disability, or any other classifications protected by local, state, or federal laws or regulations. The parties further agree to be bound by applicable state and federal rules governing equal employment opportunity and non-discrimination.

19. PROJECT RECORDS AND WORK PRODUCT. GovHR shall provide Client with copies of all documents pertinent to the service which shall include, without limitation, reports, correspondence, meeting minutes, and originals of all deliverables. Client shall own all rights, title, and interest, including without limitations, all copyrights and intellectual property rights, to all documents and Work Product of GovHR created in performance of or relating to this Agreement. GovHR agrees to take all steps reasonably requested by Client to evidence, maintain, and defend the Client’s ownership rights in the Work Product.

20. COMPLIANCE WITH STATE IMMIGRATION STATUTES. As a condition for the award of this Agreement, GovHR shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the services. GovHR shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the services. Such affidavits shall be in substantially the form provided in Exhibit B. GovHR shall not be required to provide these affidavits to Client if such affidavits have been previously provided to Client within the past year. All words in this paragraph shall have the definitions as provided in Section 285.525 R.S.Mo.

Pursuant to Section 208.009 R.S.Mo., GovHR shall provide at the earlier of submission of any bid or execution of any agreement affirmative proof that the Applicant for GovHR is a citizen or a permanent resident of the United States or is lawfully present in the United States. The Applicant for GovHR (or “Applicant”) shall be the person authorized to prepare, submit and sign contract documents



on behalf of the GovHR and shall be eighteen years of age or older. Such affirmative proof shall include documentary evidence recognized by the Missouri Department of Revenue when processing an application for a driver’s license, a Missouri driver’s license, as well as any document issued by the federal government that confirms an alien’s lawful presence in the Unites States.

An Applicant who cannot provide the proof required under Section 208.009 R.S.Mo. at the time of submission may alternatively sign an affidavit under oath, attesting to either United States citizenship or classification by the Unites States as an alien lawfully admitted for permanent residence. The affidavit shall be on or consistent with forms prepared by Client, which shall be available from Client if needed. Any Applicant who signed an above-described affidavit, must provide proof of lawful presence within the time provided in Subsection 208.009.5 R.S.Mo. for temporary public benefits and failure to provide such proof within such time may result in Client rescinding and voiding any Agreement awarded to GovHR.

For all contracts with a total potential value of \$100,000 or more and contractors, with ten (10) or more employees; Contractor shall comply with Section 34.600 R.S.Mo. (the Anti-Discrimination against Israel Act) including executing the certification attached as Exhibit C hereto.

21. NOTICES. All legal notices required by this Agreement are deemed to have been given when notices are both (1) delivered by email to the email address below, and (2) following such email delivery, a mailed copy of the notice is delivered to the mailing address below.

To GovHR:

To Client:

Name: GovHR, A division of MGT of America Consulting, LLC
ATTN: Legal Notice/Contracts
Address: 4320 West Kennedy Blvd. Tampa, FL 33609
Email: contracts@mgtconsulting.com

Name: City of Jackson, MO
ATTN: Dwain Hahs, Mayor
Address [101Court St](#)
Email: MayorHahs@jacksonmo.org

If the email address and mailing address is incomplete for a party, then notice shall be mailed to the address on the first page of this Agreement.

22. SEVERABILITY. If any provision of this Agreement shall be declared illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable, and this Agreement shall be interpreted and enforced as if such illegal or invalid provision had never been included herein.

23. COUNTERPARTS AND EXECUTION. This Agreement and any SOW may be executed in counterparts, each of which when so executed shall be deemed an original and all of which together shall constitute one and the same instrument. The counterparts may be executed by electronic signature and delivered by scanned signature or other electronic means by any of the parties to any other party and the receiving party may rely on the receipt of this Agreement so executed and delivered as if the original had been received.

24. SURVIVAL. The sections Term, Termination, Insurance, Indemnification, Limitation of Liability, Governing Law, Jurisdiction, Consent to Suit, Dispute Resolution Procedure, Confidentiality, and Non-Solicitation, of this Agreement and the payment obligations described in any SOW shall survive the termination or expiration of the Agreement or SOW.



25. **ENTIRE AGREEMENT.** This Agreement and all exhibits constitute the entire and only agreement between the Parties. Each party acknowledges that in entering into this Agreement it has not relied on any representation or undertaking, whether oral or in writing, except for those expressly stated herein. Any purchase order provided by the Client will be limited by, and subject to, the terms and conditions of this Agreement.

26. **NON-EXCLUSIVITY.** This Agreement is non-exclusive, and both Parties remain free to enter into similar agreements with third parties. During the term of this Agreement, GovHR may perform Services for any other clients, persons, or companies as GovHR sees fit, so long as the performance of such Services does not interfere with GovHR’s performance of obligations under this Agreement, and do not create a conflict of interest.

27. **THIRD PARTY BENEFICIARIES.** Except as specifically set forth herein, nothing in this Agreement is intended or shall be construed to confer upon any person or entity, other than the parties hereto and their successors or assigns, any rights or remedies under or by reason of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Master Services Agreement.

GOVHR, A DIVISION OF MGT OF AMERICA CONSULTING, LLC

CITY OF JACKSON, MISSOURI

Name: A. Trey Traviesa
Title: CEO
Date:

Name: Dwain L. Hahs
Title: Mayor
Date:



**EXHIBIT A
EXECUTIVE RECRUITMENT STATEMENT OF WORK**

As of March 14, 2024 (“Effective Date”), **GovHR, a division of MGT of America Consulting, LLC (“GovHR”)** and City of Jackson, MO (“**Client**”) execute this Statement of Work (“SOW”) pursuant to the Master Services Agreement between the Parties dated March 12, 2024 (“Agreement”).

1. PROJECT-

Executive Recruitment for the position of City Administrator.

2. SCOPE

GovHR will provide recruitment and selection services in accordance with GovHR’s proposal dated February 28, 2024. All terms of the Proposal are incorporated herein by reference and supersede in the event of a conflict.

3. PERIOD OF PERFORMANCE/PROJECT TIMELINE

The term of this Statement of Work begins on the Effective Date and terminates upon project completion (Estimated at 14 weeks).

4. COMPENSATION AND REIMBURSABLE EXPENSES

A. Fee. The flat fee for the Services described above is \$21,500

B. Expenses. Recruitment expenses- \$1,500 (Not to exceed)
Advertising- \$2,000 (Actuals to be billed)

If GovHR is required to travel for provision of Services, GovHR must obtain prior written authorization from Client for reimbursement of actual expenses.

5. INVOICING AND PAYMENT

40% of Recruitment fees due upon contract execution.
40% of Recruitment fees plus expenses incurred to date due upon presentation of candidates.
20% of Recruitment fees plus all remaining expenses due upon completion of Services.

Payment of invoices is due within thirty (30) days of receipt.

GOVHR, A DIVISION OF MGT OF AMERICA CONSULTING, LLC

CITY OF JACKSON, MO

Name: A. Trey Traviesa
Title: CEO
Date:

Name:
Title:
Date:

PUBLIC WORKS MEMORANDUM



City of Jackson

TO: Mayor and Board of Aldermen

CC: Jim Roach, City Administrator

FROM: George Harris, Engineer

DATE: March 4, 2024

RE: Municipal Court Room Interior Renovation Project

Attached you will find the bid tabulation for the Municipal Court Room Interior Renovation Project. Staff recommends awarding the project to Putz Construction LLC of Millersville MO, for \$49,925.00.

The bid was the only bid received but was within the estimate for the project.

CITY OF JACKSON

Jackson Municipal Court Room Interior Renovation
BID OPENING: February 21, 2024 11am

TABULATION SHEET

CONTRACTOR	ADDENDUM INCLUDED	TOTAL BID PRICE	BID BOND Y/N
Putz Constr, LLC		\$49,925 ⁰⁰	N/A
ENGINEER'S ESTIMATE		\$ 50,000.00	

Signed by opener: George Thomas

Signed by witness: Wendy Seabaugh

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 PUTZ CONSTRUCTION LLC, OF MILLERSVILLE, MISSOURI, RELATIVE TO THE MUNICIPAL COURT ROOM INTERIOR RENOVATION 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 **Putz Construction LLC, of Millersville, Missouri.** It is the belief of the Mayor and Board of Aldermen that it is in the best interest of the citizens of the City of Jackson, Missouri, that the City enters into said contract.

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

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

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

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

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

FIRST READING: March 18, 2024.

SECOND READING: March 18, 2024.

PASSED AND APPROVED this 18th day of March, 2024, by a vote of _ ayes, _ nays, _ abstentions and _ absent.

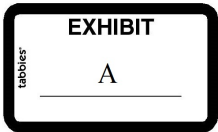
CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk



CONTRACT AGREEMENT

THIS CONTRACT (the “**Contract**”) is entered into this _____ day of _____, 2024, by and between the **CITY OF JACKSON, MISSOURI**, Owner of the Project, hereinafter referred to as “**City**”, and

_____ Putz Construction, LLC _____

hereinafter referred to as “**Contractor**,” in connection with that work or improvement known as

_____ Jackson Municipal Court Room Interior Renovation _____ (*Project*) to be constructed for the City located at the Missouri Room, 101 Court Street, Jackson, Missouri (*Project Location*).

WHEREAS, the City has selected the aforesaid Contractor for the Project and by Ordinance No. _____ has awarded the Contractor the Contract for the amounts named in the proposal/bid from the Contractor dated _____, a copy of which is incorporated herein.

NOW, THEREFORE, the parties agree as follows:

- A. The Contract Documents for the Project are incorporated herein and shall describe this Project and nothing herein shall modify said Contract Documents. The Contract Documents may also consist of such special provisions, addendums, appendices, plans, and specifications as may be necessary for the Project.
- B. The Contractor shall perform the Work in compliance with the Contract Documents that may also consist of such special provisions, addendums, appendices, plans, and specifications as may be necessary for the Project.
- C. The Contractor shall supply all labor, materials, equipment, and supervision necessary to complete all of the Work as described in the Contract Documents.
- D. The Work shall be commenced and completed according to the Project schedule, subject to such extensions and modifications as are made pursuant to the Contract Documents.
- E. The City shall pay the Contractor for performance of the Work, subject to additions and deductions as provided in the Contract Documents, the Contract Price of

\$ 49,925.00
(figures)

Forty-nine thousand, nine hundred twenty-five dollars and zero cents described in the Contract Documents. All provisions regarding retention, security in lieu of retention, and liquidated damages are fully set forth in the Contract Documents.

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

CITY:

City of Jackson, Missouri

Dwain Hahs, Mayor

ATTEST:

Angela Birk, City Clerk

Address:
101 Court Street
Jackson, Missouri 63755

CONTRACTOR:

Putz Construction, LLC.
Contractor Name

Michael Putz
Signature

Michael Putz
Printed Name

Owner
Title

ATTEST:

Andrew Stone
Signature

Andrew Stone
Printed Name

Project Manager
Title

Address: 9257 State Hwy 72
Millersville, MO 63766

SECTION 2 - BID FORM

1. Bid Recipient

This Bid is submitted to:

Office of the City Clerk
City Hall – City of Jackson
101 Court Street
Jackson, Missouri 63755

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2. Bidder's Acknowledgements

By signing and submitting a Bid Form, the Bidder acknowledges that Bidder understands and accepts all of the terms and conditions of the Instructions to Bidders. This Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or for such longer period of time that the Bidder may agree to in writing upon request of Owner.

3. Bidder's Representations

In submitting this Bid, Bidder represents that:

- a. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges the receipt of the following Addenda, if any (if no Addenda are issued, mark "N/A"):

Addendum No.	Addendum, Date
Addendum #1	2/16/2024
_____	_____
_____	_____

- b. Bidder has become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- c. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- d. Bidder has carefully studied any Supplementary Conditions of the Bidding Documents and is aware of any special, uncommon, or any requirements beyond the general requirements and description of the Work.
- e. Bidder has considered the information known to Bidder itself information commonly known to contractors doing business in the locality of the Site and the Bidding Documents with respect to

the effect of such information, observations, and documents on the cost, progress, and performance of the Work, the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, and Bidder's safety precautions and programs.

- f. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- g. Bidder 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 Bidding Documents.
- h. Bidder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Owner is acceptable to Bidder.
- i. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- j. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

4. Bidder's Certification

By submitting this Bid Form, Bidder certifies that:

- a. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- b. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- c. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- d. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:
 - i. "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;
 - ii. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - iii. "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,

iv. "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.

5. Quantity Estimate

The Bidder is responsible for determining quantities to complete the work described in the contract documents, including any allowance for wastage. Any quantity stated in the contract documents is shown and furnished for the information of the bidder. No guarantee is made or implied regarding the accuracy of any shown quantity and it is the Bidder's responsibility to determine actual quantities required to complete the work.

6. Basis of Bid

Bidder will complete the Work in accordance with the Contract Documents for the following lump sum price (Show number and written amount):

(\$ 49,925.00)

(Forty-nine thousand, nine hundred twenty-five dollars and zero cents Dollars)

Bidder acknowledges that the Lump Sum Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for the project and that final determination of quantities of materials are the sole responsibility of the Bidder. Final payment will be based on actual completion of the project and as provided in the Contract Documents.

7. List of Major Subcontractors

The names of Major Subcontractors to be used for this Work shall be entered in the spaces provided below. Upon award of a contract, the named Subcontractors shall be used, without exception, other than as defined in these Bid Documents. Any substitution of named Major Subcontractors to be used for this Work shall be subject to concurrence of the Owner and shall be confirmed by Change Order. Failure to furnish all information requested in this listing may be cause for rejection of the Bid.

	Area of Work	Name of Subcontractor (state "None" if Bidder will complete work)
1.	Electrical	Nussbaum Electrical Services, LLC
2.	Flooring Install	Richardet Floor Covering
3.	Drywall and Wall Finishing	Midwest Drywall
4.		
5.		

8. Time of Completion

Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment on or before the dates within the number of calendar days indicated in the Agreement. Bidder accepts the provision of the Agreement as to liquidated damages.

9. Bid Submittal Agreement

Bidder: Putz Construction, LLC

By: Michael Putz
(signature)

Attest: Roni Putz
(signature)

Michael Putz
(print)

Roni Putz
(print)

Owner
(title)

Office Manager
(title)

Note: If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.

Address for giving notices to Bidder:

9257 State Hwy 72
Millersville MO, 63766

Phone: 573-243-6164

Email: putzconstruction@putzcon.com

Contact: Michael Putz

Bidder's License No.: 6301
(if applicable)



MEMO

To: Mayor and Board of Aldermen
From: Jason Mouser, Fire Chief
Date: Thursday, March 14, 2024
Re: Recommendation to Purchase Air Cascade System

In June, I shared with you that we had applied for an Assistance to Fire Act Grant to replace a cascade machine (20 years old) that is used to fill our self-contained breathing apparatus. In August, we found out that we were going to be funded for this project after we submitted additional documentation.

We compiled a list of specifications and placed an advertisement for bids that ran in the paper on February 14th and 21st. Bids were opened at 10 am on February 28th. We received one bid from Banner Fire Equipment. Banner Fire Equipment met or exceeded all of the necessary categories within the specification.

The base bid from Banner Fire Equipment for the breathing air system came in at \$67,200.11 with a list of 5 options for the system which brought the total bid to \$80,103.35.

This grant requires a minimum 5% match with a max federal reimbursement of \$68,809.52. It is staff's recommendation that, given the fact that Banner Fire Equipment met or exceeded every line item, we accept the base bid with additional options from Banner.

If you have any questions, you can contact me anytime.

**Fire/Rescue Breathing Air Solution Project
 BID SHEET
 For the City of Jackson
 (Required for proper submittal of bid)
 (NOTE: THIS PAGE MUST ACCOMPANY AS A
 COVERSHEET WITH THE COPY OF YOUR SUBMITTAL.)**

BANNER FIRE EQUIPMENT proposes to furnish equipment as provided for and in accordance with the specifications for the project for the following price:

Bid for Equipment is as follows:

(1) Standard Unit as specified \$ 67200.11

Optional Equipment

(1) Leveling Feet and brackets \$ Incl.

(1) CO Monitor with calibration kit \$ 3638.04

(1) Remote Fill with bulkhead \$ 3591.84

(1) Tri Pressure High/Low/SCUBA \$ 2037.00

(1) Fire Paint Scheme \$ 3636.36

Total \$ 80,103.35

Please list itemized figures for items in your submittal.

Submitted on 2.22.2024 (date)

Name of company: BANNER FIRE EQUIPMENT

Business address: 4289 INDUSTRIAL DRIVE FOXBORO IL 62084

Phone number: 618-251-4200

Fax number: _____

Authorized Signature: *John Hemminger*

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 *BANNER FIRE EQUIPMENT, OF ROXANA, ILLINOIS*, RELATIVE TO THE *PURCHASE OF EQUIPMENT UNDER THE FIRE/RESCUE BREATHING AIR STATION 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 **Banner Fire Equipment, of Roxana, Illinois**. It is the belief of the Mayor and Board of Aldermen that it is in the best interest of the citizens of the City of Jackson, Missouri, that the City enters into said contract.

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

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

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

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

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

FIRST READING: March 18, 2024.

SECOND READING: March 18, 2024.

PASSED AND APPROVED this 18th day of March, 2024, by a vote of _ ayes, _ nays, _ abstentions and _ absent.

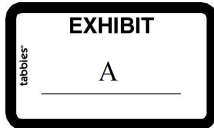
CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk



CONTRACT AGREEMENT

THIS CONTRACT (the “**Contract**”) is entered into this 18th day of March, 2024, by and between the **CITY OF JACKSON, MISSOURI**, a municipal corporation, hereinafter referred to as “**City**”, and **BANNER FIRE EQUIPMENT INC.** of Roxanna Illinois, hereinafter referred to as “**Vendor**,” in connection with the supplying of equipment for the Fire/Rescue Breathing Air Station Project (“**Project**”).

WHEREAS, the City has selected the aforesaid Vendor for the Project and by Ordinance No. _____ has awarded the Vendor the Contract for the amount named below with selected options in *Exhibit 1* from the Vendor, a copy of which is incorporated herein.

NOW, THEREFORE, the parties agree as follows:

- A. The Contract Documents for the Project include the Specifications and Proposal Documents which are attached hereto and made a part hereof as Exhibit 1. The Contract Documents may also consist of such special provisions, addendums, appendices, plans, and specifications as may be necessary for the Project.
- B. The Vendor shall supply the equipment in compliance with the Contract Documents.
- C. The equipment shall be supplied according to the Project schedule, subject to such extensions and modifications as are made pursuant to the Contract Documents.
- D. The City shall pay the Vendor for supplying the equipment, subject to additions and deductions as provided in the Contract Documents, the Contract Price of

\$74,677.15 (seventy-four thousand six hundred seventy-seven dollars and fifteen cents)

CITY:

City of Jackson, Missouri

Dwain Hahs, Mayor

ATTEST:

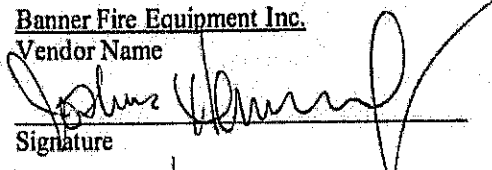
Angela Birk, City Clerk

Address:
101 Court Street
Jackson, Missouri 63755

VENDOR:

Banner Fire Equipment Inc.

Vendor Name


Signature

Joshua Hemmeninger
Printed Name

3-13-2024
Title

EXHIBIT 1

BID SPECIFICATIONS AND CONTRACT

FOR

FIRE/RESCUE BREATHING AIR STATION PROJECT

Issued for Bid on February 14, 2024



CITY OF JACKSON, MISSOURI

101 Court Street
Jackson, Missouri 63755
(573) 243-2300
projects@jacksonmo.org
www.jacksonmo.org

**FIRE/RESCUE BREATHING AIR STATION PROJECT
TABLE OF CONTENTS**

Document Name

Notice to Bid

Bid Specifications

Bid Sheet

Sample Contract Agreement

NOTICE TO BID**CITY OF JACKSON, MISSOURI
FIRE/RESCUE BREATHING AIR STATION PROJECT**

Notice is hereby given that separate sealed bids under the Fire/Rescue Breathing Air Station Project to serve the City of Jackson will be received in the office of the City Clerk at City Hall, 101 Court Street, Jackson, Missouri 63755, until 2:00 p.m. (prevailing local time) on Friday, February 23, 2024. Bids will be publicly opened and read aloud at that time. The envelopes containing the bids must be sealed, addressed, and designated as bids for the "Fire/Rescue Breathing Air Station Project; Attn: City Clerk".

The purpose of this project is to provide all equipment and other incidental items listed in the specifications.

A pre-bid meeting will not be held.

The Bid Specifications, Bid Sheet, Contract Agreement, and other documents may be examined at the office of the Fire Chief, 503 S. Hope St., Jackson, Missouri 63755. A copy may be requested by calling (573) 243-2300. Electronic copies of the Bidding Documents may also be obtained by filling out the online form on the City of Jackson website: www.jacksonmo.org.

The City may issue addenda as may be necessary in the best interest of the City of Jackson. The City reserves the right to waive any informalities or to reject any or all bids. If a contract award is made, it will be made to the lowest and best, responsive, responsible bidder. The City of Jackson will affirmatively ensure that disadvantaged business enterprises will be afforded full opportunity to submit bids and will not be discriminated against on the grounds of race, color, or national origin.

All questions should be directed to Jason Mouser by email at jmouser@jacksonmo.org, or phone at (573) 243-2300.

Jason Mouser
Fire Chief

Publication Date: February 14, 2024 & February 21, 2024

**CITY OF JACKSON FIRE RESCUE
FIRE/RESCUE BREATHING AIR STATION PROJECT**

**SPECIFICATIONS FOR A BREATHING AIR STATION TO REFILL
SELF-CONTAINED BREATHING APPARATUS (SCBA)**

(NOTE: THIS DOCUMENT MUST ACCOMPANY THE BID SHEET)

This specification is to set forth the general requirements for a breathing air station that meets or exceeds the requirements of CGA Pamphlet G-7, Compressed Air for Human Respiration, the requirements of ANSI/CGA G-7.1, Commodity Specification for Air, Grade E, and all other recognized standards for respirable air. The Manufacturer shall operate under a Quality Management System which complies with the requirements of ISO 9001 :2015 for the design, manufacture, inspection, test, and service of air and gas compressors and associated spare parts for commercial and military applications. All equipment shall be new and of current design and manufacture.

The breathing air station shall be supplied on a steel base frame of welded construction. The frame shall be designed for both the static and dynamic loads of the system and of sufficient size to adequately accommodate all of the station's components. The compressor, purification system, fill station and all tubing shall be incorporated into an appliance-like enclosure complete with sound attenuation. The enclosure panels shall be equipped with a slam-action latches and lift-off hinges making it simple to facilitate inspection and maintenance. The UN 4 enclosure and base frame shall be finished with a baked on polyester powder coat paint for the ultimate in durability, corrosion resistance, and long life.

If it is necessary to bid alternate equipment or to take exceptions to the specifications as set forth, this must be so stated in your bid. For each item, please place an X in the appropriate space (Yes ___ No ___) to signify whether or not you are in complete compliance with the specification. Failure to follow the format or answer the specification may cause your bid to be disqualified. If you need extra space to describe your product, please attach extra sheets. When doing this, be sure your description references the appropriate question number.

COMPLY

GENERAL SPECIFICATIONS:

<u>YES</u>	<u>NO</u>
<u>X</u>	<u> </u>

1. Station shall be designed for against-the-wall installation, operation, and maintenance The design shall permit unrestricted cooling air flow to the compressor and motor when installed against the wall with a single-point operator control from the front of the station:

COMPLY

GENERAL SPECIFICATIONS:

YES

NO

2. The depth of the fill station shall be adjustable to allow the unit to fit through a 36" doorway. X _____

3. The station shall be designed for continuous duty operation indoors with room temperatures ranging between 40 degrees F and 115 degrees F. _____ X _____

4. All piping and tubing shall be properly supported and protected to prevent damage from vibration during shipment, operation, and maintenance. _____ X _____

5. All instrument tubing shall be 300 series stainless steel. _____ X _____

6. The fill station shall be warranted free from defects in material and workmanship for a period of 24 months from date of shipment or 12 months from date of start-up, whichever expires first. _____ ✓ _____

→ 5 YEAR WARRANTY

7. The compressor shall be air cooled, oil lubricated, four stage, three cylinder, reciprocating compressor. _____ X _____

8. An innercooler shall be provided after each stage of compression and an aftercooler shall be provided after the final stage of compression. _____ X _____

9. The compressor shall be lubricated by a combination splash/mist and low-pressure lubrication system. _____ X _____

10. The compressor shall be equipped with an inlet filter with replaceable particulate element. _____ X _____

11. Electric motor shall be of the Open Drip Proof design. Shall be 3 phase with at least 10HP ran by V-belt drive. _____ X _____

EXCEED 13 HP

COMPLY

GENERAL SPECIFICATIONS:

YES

NO

12. The compressor control panel shall include an across-the-line magnetic motor starter, industrial power supply, and PLC controller and shall be built in accordance with UL 508A standard.

X

13. The following features shall be included as part of the compressor control panel.

X

- NEMA type 4 electrical enclosure
- UL Electrical panel
- Multi Color Touch Screen Display
- Real time clock and date
- Compressor on/off
- Digital display of Final Pressure, Oil pressure, Compressor run time, final separator cycle count.
- Compressor High Temp Shutdown and alarm
- Full support of the Automatic Condensate Drain system (interval and duration set points adjustable thru the HMI - password protected)
- -Digital Display of time to next ACD Cycle
- Condensate Drain Reservoir full alarm
- Full support of CO monitor alarm functions (optional)
- Full support of SECURUS purification system moisture monitor warning and alarm functions
- Built in overtime timer set at 5 hours - optional times available
- Maintenance Timer (selectable between real time or compressor run time) to give Digital
- Motor overload alarm
- Non-resettable hour meter
- Recoverable Run History (last 5 run periods) Recoverable Alarm History (last 5 fault shutdowns)
- Operator choice of display in BAR or PSI

COMPLY

GENERAL SPECIFICATIONS:

YES

NO

14. Fault shut down shall not affect the ability to fill SCBA cylinders from the storage system as long as there is sufficient pressure in storage.

X

15. The purification system shall purify high pressure air to a quality that meets or exceeds the requirements of CGA Pamphlet G-7, Compressed Air for Human Respiration, ANSI/CGA G7 .1, Commodity Specification for Air, Grade E, and all other recognized standards for breathing air. Purification shall be achieved by mechanical separation of condensed oil and water droplets, adsorption of vaporous water by a desiccant, adsorption of oil vapor and elimination of noxious odors by activated carbon and conversion of carbon monoxide to respirable levels of carbon dioxide by catalyst.

X

16. The high-pressure purification chamber shall have a working pressure of 6000 PSIG. The purification system shall utilize a replaceable cartridge. The purification system shall be designed so that the replacement of the cartridge can be accomplished without disconnecting system piping.

X

17. A bleed valve shall be provided to vent the purification system to facilitate replacing the cartridge. A pressure maintaining valve and a check valve shall be supplied downstream of the purification system to increase the efficiency of the purification system by maintaining a positive back pressure.

X

18. A steel instrument panel affixed with a non-glare Lexan → overlay shall be installed on the front of the station. The overlay shall contain an embedded airflow schematic. The cascade fill control / instrument panel shall be hinged for easy maintenance and accessibility. The cascade control panel shall be factory piped for four storage banks and designed to fill three SCBA cylinders either independently or simultaneously. The control panel shall include, at a minimum, a manual control valve and pressure gauge for each storage bank, an adjustable regulator for SCBA cylinder fill pressure complete with a pressure gauge for inlet and regulated pressure and a relief valve to protect the SCBA cylinders from overfilling, a manual control valve and pressure gauge for each fill position, a manual direction valve to allow the operator to select SCBA filling from either air storage or the compressor, provisions for factory or field

X

COMPLY

GENERAL SPECIFICATIONS:

YES

NO

modification to allow a different fill pressure at each fill position. The cascade system shall allow the simultaneous tasks of filling one storage bank while drawing down another during the SCBA fill process. Strategically placed tees and check valves preclude the need for individual "To" and "From" valves. Systems requiring individual "To" and "From" valves shall not be deemed acceptable, as they require more efforts to operate.

19. All control panel mounted pressure gauges shall have a 2 % diameter and be liquid filled. A fluorescent light shall be factory installed above the panel to provide a glare-free illumination of the control panel. An on/off switch shall be integrated into the operator I compressor interface for the light.

X

20. The front-loading, three position; containment fill station shall totally enclose the SCBA or SCUBA^o cylinders during the refilling process.

X

21. The fill station's outer enclosure and door assemblies shall be constructed of formed ¼ inch thick plate steel. Venting shall be provided in the bottom of the fill station to allow the rapidly expanding air from a ruptured cylinder to escape from the fill station. The fill station shall be ergonomically designed for maximum operator convenience and safety for refilling cylinders. The fill station door and cylinder holder assembly shall tilt out towards the operator 45 degrees, providing unobstructed access to the cylinder holder to load and unload the cylinders. A chrome plated handle and heavy-duty gas spring shall be incorporated into the design of the fill station to assist the operator in opening and closing the fill station door. It shall take no more than approximately eighteen pounds of force to open or close the fill station door thereby eliminating operator fatigue.

X

22. Each cylinder holder shall consist of a thick-walled polymer tube which will surround and cradle the SCBA cylinder during the filling process. This type design shall eliminate the need for SCBA cylinder scuff protection and will allow for concussive flexure in the event of a ruptured cylinder thus maximizing operator protection. Designs that do not cradle the cylinder or allow unsupported pressurized cylinders to hang outside the fill enclosure shall be deemed unacceptable as they expose the operator to greater risk of accidental mishandling of a pressurized cylinder during the disconnection process.

X

COMPLY

GENERAL SPECIFICATIONS:

YES

NO

- | | | | |
|-----|--|----------|-------|
| 23. | Three fill hoses shall be located within the fill station. Each fill hose shall be equipped with a bleed valve and SCBA fill adapter of choice. Fill hose retainers shall be provided to anchor the fill hoses when not in use. | <u>X</u> | _____ |
| 24. | The unit shall be tested by the manufacturer prior to shipment. | <u>X</u> | _____ |
| 25. | A manufacturer's nameplate shall be placed on the interior of the electric panel. The nameplate shall include, at a minimum, manufacturer's name, model number, serial number, compressor block number, and date of manufacture. Voltage, phase / frequency, and amperage are located on another label inside the electrical panel | <u>X</u> | _____ |
| 26. | A documentation package shall be supplied with the station. The documentation package shall include, at a minimum, an operation manual on CD, recommended spare parts list, warranty information and a start-up/warranty registration form. | <u>X</u> | _____ |
| 27. | The Operator's Instruction and Maintenance Manual for the breathing air station shall be as detailed as possible, outlining all operation and maintenance instructions. The manual shall include detailed illustrated drawings for the compressor block and all system components along with a complete parts listing for all illustrated components. Warnings and safety precautions shall be identified clearly in the manual. | <u>X</u> | _____ |

COMPLY

GENERAL SPECIFICATIONS:

YES

NO

OPTIONS (Priced Separately)

			<u>YES</u>	<u>NO</u>
28.	Leveling feet and securing brackets if needed	<u>X</u>		_____
29.	CO monitor with calibration kit	<u>X</u>		_____
30.	Remote fill with bulkhead fitting, regulator, pressure gauge, Line valve, and quick connect coupling	<u>X</u>		_____
31.	Tri Pressure High/Low/SCUBA refill system	<u>X</u>		_____
32.	Fire Paint Scheme			_____

CHOICE OF LAWS AND VENUE: This Contract shall be governed by the laws of the State of Missouri and the venue for any dispute between the parties shall be in the Circuit Court of Cape Girardeau County, Missouri.

DELIVERY DATE: Vendor shall deliver to City all equipment within ninety (90) days of contract award, unless otherwise agreed to in writing by both Vendor and City.

PAYMENT: Payment shall be made in one (1) lump sum within thirty (30) days from date of delivery of the equipment.

SUCCESSORS AND ASSIGNS: The terms, covenants, and conditions of this Contract shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the respective parties to this Contract.

ENTIRE AGREEMENT: This Contract contains the entire agreement between the parties and supersedes all prior or contemporaneous written or oral communications. This Contract may be changed or terminated only by an instrument in writing signed by the party against whom enforcement of such change or termination sought. No breach of any agreement, warranty, or representation shall be deemed waived unless expressly waived in writing by the party who asserts such breach.

LOG OF BIDS RECEIVED

PROJECT TITLE: **FIRE/RESCUE BREATHING AIR STATION**

PROJECT MANAGER: **JASON MOUSER**

BID DUE DATE: **WEDNESDAY, FEBRUARY 28, 2024, at 10:00 A.M.**

COMPANY NAME:

1. Banner Fire Equipment, Inc.

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

9. _____

10. _____

11. _____

12. _____

13. _____

14. _____

15. _____

16. _____

17. _____

18. _____

**Fire/Rescue Breathing Air Solution Project
 BID SHEET
 For the City of Jackson
 (Required for proper submittal of bid)
 (NOTE: THIS PAGE MUST ACCOMPANY AS A
 COVERSHEET WITH THE COPY OF YOUR SUBMITTAL.)**

BANNER FIRE EQUIPMENT proposes to furnish equipment as provided for and in accordance with the specifications for the project for the following price:

Bid for Equipment is as follows:

(1) Standard Unit as specified \$ 67,200.11

Optional Equipment

(1) Leveling Feet and brackets \$ Incl.

(1) CO Monitor with calibration kit \$ 3638.04

(1) Remote Fill with bulkhead \$ 3591.84

(1) Tri Pressure High/Low/SCUBA \$ 2037.00

(1) Fire Paint Scheme \$ 3636.36

Total \$ 80,103.35

Please list itemized figures for items in your submittal.

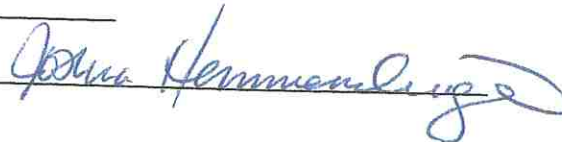
Submitted on 7.27.2024 (date)

Name of company: BANNER FIRE EQUIPMENT

Business address: 4289 INDUSTRIAL DRIVE POKANCA IL 62454

Phone number: 618-251-4200

Fax number: _____

Authorized Signature: 

BANNER FIRE EQUIPMENT, INC

4289 INDUSTRIAL DRIVE
ROXANA, ILLINOIS 62084
WWW.BANNERFIRE.COM
888-BAN-FIRE

*** Customer Review ***

Item 15.

Date / Time: 3/11/2024 4:21:43PM
Repair Order: 382
Customer: 301995
Branch: UNIT 03
Invoice Total: \$74,677.15

on account

Page 1 of 2

Bill To: JACKSON FIRE DEPARTMENT
525 SOUTH HOPE
JACKSON, MO 63755
Shop: 573/243-1010

Ship To: JACKSON FIRE DEPARTMENT
525 SOUTH HOPE
JACKSON, MO 63755

Fax: 573/243-5722

Customer P/O: Ryans

Completion Date:

Task: 1 83-010006 Install compressor and perform startup procedure Department: Service

Complaint: Quote to provide and install Unicus UN 4S/13H-E1 8000 psi, single phase breathing air compressor capable of 13 CFM. CO monitor, tri-fill and custom fire paint scheme. Includes installation and all travel fees.
Banner requires that the cascade bottles are within current hydrotest standards before plumbing to compressor. Electrical service will be verified before order. Freight charges are estimated and may vary by 5%. Estimated lead time is 120 days and installation shall be scheduled after delivery.

Supp. Part	Description / Ref Number	U/M	Quantity	Price	Extended Price
Air test	air test lab fee	Misc	1.00	77.50	77.50
EQUIP IN	Shipping and Handling Inbound - Equipment	Misc	2.00	1,800.00	3,600.00
SUPPLIES	Misc hardware/supplies	Misc	1.00	87.50	87.50
UN4S/13H-E1	Unicus 4 13CFM single phase	Part	Each 1.00	60,105.36	60,105.36
GT/CO/III	ELECTRONIC CO MONITOR W/CAL	Part	Each 1.00	3,838.04	3,838.04
MISC	TRI-FILL/3 position	Misc	1.00	2,037.00	2,037.00
TRI-FILL, high/low/SCUBA, quick connect fill system (specify fill pressures)					
/RF/REG	REMOTE REGUL FILL CONNECTION	Part	Each 1.00	1,802.00	1,802.00
Task 1 Subtotals				Parts:	\$65,545.40
				Labor:	\$1,750.00
				Miscellaneous:	\$5,802.00
				Task 1 Totals:	\$73,097.40

Task: 2 83-010010101 Provide and install cascade system Department: Service

Complaint: Quote to provide, install and plumb (4) provided 6000psi UN storage bottle to all-in-one unit.

Supp. Part	Description / Ref Number	U/M	Quantity	Price	Extended Price
EQUIP IN	Shipping and Handling Inbound - Equipment	Misc	1.00	425.00	425.00
SUPPLIES	Misc hardware/supplies	Misc	1.00	17.50	17.50
AC10034	Nut/Nipple,7500,702,BR	Part	Each 4.00	41.60	166.40
AC20022-1	Tee,6000,Street,1/4 M-Run,1/4 JIC-M,ST	Part	Each 1.00	32.33	32.33
AC20023-1	TEE,FEMALE	Part	Each 3.00	30.48	91.44
AC20161	BRANCH.25FPTX.25JIC	Part	Each 1.00	9.53	9.53
AC80049-10	Cap, 7500, JIC #4 ST	Part	Each 1.00	176.25	176.25
AC80052	6000 PSI HOSE X 10'	Part	Each 3.00	62.18	186.54
AC70080	PIGTAIL ASSY, 6000PSI	Part	Each 3.00	62.18	186.54
	RACK,DOT-1 EA, WALL W/ CLAMP	Part	Each 2.00	62.38	124.76

BANNER

FIRE EQUIPMENT, INC

4289 INDUSTRIAL DRIVE
ROXANA, ILLINOIS 62084
WWW.BANNERFIRE.COM
888-BAN-FIRE

Item 15.

***** Customer Review *****

Date / Time: 3/11/2024 4:21:43PM
Repair Order: 382
Customer: 301995
Branch: UNIT 03
Invoice Total: \$74,677.15

on account
Page 2 of 2

Bill To: JACKSON FIRE DEPARTMENT
525 SOUTH HOPE
JACKSON, MO 63755
Shop: 573/243-1010 Fax: 573/243-5722

Ship To: JACKSON FIRE DEPARTMENT
525 SOUTH HOPE
JACKSON, MO 63755

Customer P/O: Ryans Completion Date:

Task 2 Subtotals	Parts:	\$787.25
	Labor:	\$350.00
	Miscellaneous:	\$442.50
	Task 2 Totals:	\$1,579.75

Customer Tax ID:

Payment Method
Charge

Totals	
Total Parts:	\$66,332.65
Total Core Chg:	\$0.00
Total Core Ret:	\$0.00
Total EHC:	\$0.00
Total Labor:	\$2,100.00
Total Miscellaneous:	\$6,244.50
Invoice Subtotal:	\$74,677.15
Total Tax:	\$0.00
Invoiced Total:	\$74,677.15

Quote

ESTIMATE ONLY!
PRICES SUBJECT TO CHANGE. CUSTOMER WILL BE NOTIFIED OF ANY CHANGES PRIOR TO ADDITIONAL WORK BEING PERFORMED.
PRICING GOOD FOR (90) DAYS. STOCK PARTS RETURNED AFTER (30) DAYS ARE SUBJECT TO 25% RESTOCK FEE. ELECTRONIC
COMPONENTS AND SPECIAL ORDER PARTS ARE NOT RETURNABLE. DUE TO VARIANCES IN COSTS AND AVAILABILITY THIS ESTIMATE
CAN VARY UP TO 5%. IF ANY QUESTIONS, PLEASE CALL 618-251-4200.
THANK YOU FOR YOUR BUSINESS!

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 *NEWELL RUBBERMAID, LLC OF JACKSON, MISSOURI*, RELATIVE TO THE SALE OF REAL ESTATE, A 5.59-ACRE TRACT OF LAND AT 868 WEST JACKSON TRAIL; 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 **Newell Rubbermaid, 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 contract.

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

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

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

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

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

FIRST READING: March 18, 2024.

SECOND READING: March 18, 2024.

PASSED AND APPROVED this 18th day of March, 2024, by a vote of __ ayes, __nays, __abstentions and __absent.

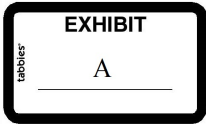
CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk



CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT FOR SALE OF REAL ESTATE (the "Contract") is made and entered into this _____ day of _____, 2023, (the "Effective Date") by and between City of Jackson, Missouri, a Municipal Corporation, or its assignee ("Seller"), and Newell Rubbermaid Development, LLC., 1901 Lee Avenue, Jackson, Missouri 63755 ("Buyer").

WITNESSETH:

WHEREAS, Seller owns certain parcels of commercial real estate located in Jackson, Missouri, more particularly illustrated on Exhibit "A" attached hereto and incorporated herein, and more particularly described as follows:

(North Lot): A part of USPS No. 179, Township 31 North, Range 12, East, City of Jackson, State of Missouri, more particularly described as follows: Commencing at the northeast corner of Lot 1 of the Rose-Con Subdivision, a plat of which is on file in the Land Records of Cape Girardeau County in plat book 16, page 33; thence N 39° 21' 05" E, 60.00 feet to the north right of way line of Jackson Trail Road; thence S 50° 38' 55" E, 288.66 feet along said right of way to the beginning of a curve concave to the north, and having a radius of 789.65 feet; thence along said curve 261.16 feet through a central angle of 18° 56' 57"; thence leaving said right of way, N 8° 06' 13" E, 403.22 feet to the true point of beginning, said point being on a non-tangent curve concave to the west from which point a radial line bears N 81° 53' 47" W; thence N 49° 53' 39" W, 350.39 feet; thence N 37° 31' 14" E, 336.33 feet; thence N 33° 53' 00" E, 154.90 feet; thence S 73° 00' E, 119.81 feet; thence S 41° 58' 52" W, 56.99 feet to the beginning of a curve concave to the east having a radius of 350.00 feet; thence along said curve 257.22 feet through a central angle of 42° 06' 29"; thence S 00° 07' 37" E, 162.66 feet to the beginning of a curve concave to the west having a radius of 1020.67 feet; thence along said curve 146.61 feet through a central angle of 8° 13' 49" to the point of beginning, containing 2.213 acres more or less.

(South Lot): All of Lot 1 of Jackson Trail Commercial Park Subdivision of the City of Jackson, Missouri, as recorded in Plat Book 19, Page 80 of the Cape Girardeau County Land Records, containing 3.38 acres.

The North Lot and South Lot are hereinafter referred to as the "Purchased Property" together with an easement for purpose of ingress and egress in common with the general public over and across the following described property (the "Easement"):

(Easement Road): A part of USPS No. 179, Township 31 North, Range 12 East, City of Jackson, State of Missouri more particularly described as follows: Commencing at the northeast corner of Lot 1 of Rose-Con Subdivision a plat of which is on file in the land records of Cape Girardeau County in plat book 16, page 33, N 39° 21' 05" E, 60.00 feet to the north right of way line of Jackson Trail Road; thence S 50° 38' 55" E, 288.66 feet to the beginning of a curve concave to the north, and having a radius of 789.65 feet; thence along said curve 261.16 feet to the true point of beginning; thence leaving said north right of way line N 8° 06' 13" E, 403.22 feet to the beginning of a curve concave to the west having a radius of 1020.67 feet; thence northerly along said curve 146.61 feet through a central angle of 8° 13' 49"; thence N 00° 07' 37" W 162.66 feet to the beginning of a curve concave to the east having a radius of 350.00 feet; thence northerly along said curve 257.22 feet through a central angle of 42° 06' 29"; thence N 41° 58' 52" E, 56.99 feet; thence S 73° 00' E, 55.16 feet; thence S 41° 58' 52" W 80.29 feet to the beginning of a curve concave to

the east having a radius of 300.00 feet; thence southerly along said curve 220.48 feet through a central angle of 42° 06' 29"; thence S 00° 07' 37" E, 162.66 feet to the beginning of a curve concave to the west and having a radius of 1070.67 feet; thence southerly along said curve 153.80 feet through a central angle of 08° 13' 49"; thence S 08° 06' 31" W, 412.45 feet to a point on the north right of way line of Jackson Trail Road, said point being on a curve concave to the north having a radius of 789.65 feet from which point a radial line bears N 16° 42' 44" E; thence along said curve 50.85 feet through a central angle of 03° 41' 23" to the point of beginning, containing 1.181 acres more or less.

Buyer shall maintain in its current condition and location the gravel road over and upon the Easement tract described above and shall provide perpetual maintenance therefore as set forth in Section 3.

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Purchased Property upon the terms and conditions as hereinafter set forth.

AGREEMENT:

NOW, THEREFORE, in consideration of the purchase price to be paid by Buyer to Seller, and the mutual covenants and agreements of the respective parties as hereinafter set forth, and intending to be legally bound, the parties hereby covenant and agree as follows:

1. COVENANT TO SELL. Seller shall, at the time of closing, convey the Purchased Property together with non-exclusive rights to use in perpetuity the Easement described herein by Special Warranty Deed, free and clear of all liens and encumbrances except:

- A. General and special taxes for the current and all subsequent years;
- B. Applicable zoning laws, ordinances and regulations;
- C. Applicable environmental protection laws, ordinances and regulations and Seller represents that it has no knowledge of any violations of environmental protection laws, ordinances, permits or regulations applicable to the Purchased Property and has received no written notices from any applicable governmental entities of violations of environmental protection laws, ordinances, permits or regulations applicable to the Purchased Property;
- D. Applicable restrictive covenants, of record or other protective agreements, of record pertaining to the subdivision in which the described real estate is located, if any;
- E. Easements, public and private, of record and the Easement and public rights thereon which are clearly apparent upon reasonable inspection of the Purchased Property including, but not limited to, Seller's utility easements as shown on Exhibit "A"; and
- F. Such other restrictions and easements of record as will not materially impair the use and value of and the improvements on the Purchased Property the Buyer might reasonably expect to make considering the general character of the neighborhood.

2. PURCHASE PRICE. The total "Purchase Price" for the Purchased Property shall be **One Hundred Ninety Thousand Dollars (\$190,000.00)** to be paid as the same may be adjusted as provided herein, to be paid to Seller at Closing by wire transfer to the Title Company (as hereinafter defined) on or before the Closing Date.

3. **CONTINGENCIES.** This Contract is not subject to any contingencies except as expressly set forth herein. However, as part of this Contract, Buyer does hereby acknowledge and accept the conveyance of the "Easement Road", as described above, including Buyer's obligation to perpetually maintain the gravel road in its current condition and location over and upon the 1.181-acre property titled as the "Easement." Buyer may require third parties causing excessive wear and tear to contribute to the repair of the Easement Road resulting from such causes. This provision shall survive beyond the Closing Date.

4. **EVIDENCE OF TITLE/SURVEY.**

- A. Within ten (10) business days after the Effective Date, Buyer may cause Title Company to furnish it with a title insurance commitment showing title to the Purchased Property vested in Seller ("**Title Commitment**") for an ALTA Owners 2021 Form title insurance policy ("**Title Policy**") through Title Company committing the Title Company to insure in Buyer title to the Purchased Property on Closing. The Title Company shall deliver to Buyer legible copies of all recorded documents referred to in the Title Commitment. Additionally, Buyer may, within the Inspection Period (defined below) at Buyer's option and expense, obtain a survey of the Purchased Property, certified to Buyer, Seller and the Title Company and made in accordance with the most recent Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, which survey shall include a flood plain designation, the location of all easements affecting the Purchased Property, any encroachments onto or from the Purchased Property, the location of all buildings and improvements on the Purchased Property, if any, and containing a calculation of the acreage of the Purchased Property (the "**Survey**").
- B. For period of time commencing on the Effective Date and terminating at 5:00 pm (EST) on the date that is forty-five (45) days therefrom (the "**Inspection Period**"), during which time Buyer shall examine the Purchased Property, Title Commitment and Survey for the Purchased Property to determine the suitability and feasibility of the Purchased Property for Buyer's intended use. If the Title Commitment or the Survey disclose any defect in title or any other exception, covenant, condition, encroachment or restriction which is unacceptable to Buyer in its sole discretion (collectively, "**Title Objections**"), Buyer shall have until the date which is five (5) calendar days prior to the expiration of the Inspection Period to notify Seller in writing of such Title Objections ("**Title Objection Notice**"); provided, however, that notwithstanding anything in this Agreement to the contrary, Buyer need not object to any mortgages, deeds of trust, security instruments, or other liens of a liquidated and ascertainable amount, all of which Seller covenants to satisfy and discharge at or prior to Closing. Buyer shall deliver the Title Objection Notice to Seller via email to the email addresses set forth in Section 18. Seller shall, within five (5) calendar days after receipt of such Title Objection Notice, notify Buyer which objections, if any, that Seller has elected to cure or cause to be cured before Closing ("**Seller Response**"). Failure of Seller to timely provide a Seller Response shall be deemed confirmation that Seller has elected not to cure such Title Objections. If Seller chooses not to cure any or all of the Title Objections set forth in the Title Objection Notice, Buyer may either terminate this Agreement or waive the uncured Title Objections and proceed to Closing, in which case, any uncured Title Objections shall become Permitted Exceptions to the Deed. If Seller elects to cure any or all of the Title Objections, Seller shall promptly cause the same to be cured prior to Closing; provided, however that if Seller is unable to effectuate the cure to Buyer's reasonable satisfaction prior to Closing, Seller shall have the right to extend the Closing Date for an additional ten (10) days to allow Seller to complete the cure, so long as Seller is diligently pursuing a cure of such Title Objection. Notwithstanding any

contrary provision in this Contract, if, after Buyer's examination of the Purchased Property, the Title Commitment and Survey, Buyer's is not satisfied with the Purchased Property, in Buyer's sole discretion, then Buyer shall have the right to terminate this Contract, exercisable by delivering written notice to Seller on or before the end of the Inspection Period, in which event the Contract shall be terminated and of no further force and effect whereupon neither party shall have any further liability under this Contract.

5. **CLOSING.** The "Closing" shall mean the exchange of the deed for the Purchase Price. The Closing of this Contract shall take place at the office of, or via escrow services with Reliable Community Title Company 1319 N. Mount Auburn Road, Cape Girardeau, MO 63701 (the "Title Company"), on or before sixty (60) days after the Effective Date, or at such other location and date as the parties may mutually agree in writing (the "Closing Date").

- A. **Seller's Obligations at Closing.** At Closing, the Seller shall do the following:
- (i) execute and deliver to Buyer a Special Warranty Deed conveying fee simple title to the Purchased Property free and clear of all encumbrances whatsoever, with said deed executed by all parties required by the Title Company;
 - (ii) execute and deliver to the Title Company any affidavit or other documents required by the Title Company to authorize the execution and delivery by Seller of this Contract, and all other documents and instruments necessary or advisable to consummate the transaction contemplated hereby, including but not limited to a certificate on the Title Company's form certifying, as of the Closing, that there are no mechanic's liens or other liens against the Purchased Property which are not shown of record; and
 - (iii) execute and deliver to the Title Company the Seller's side of the Closing Statement, which shall be prepared by the Title Company.
- B. **Buyer's Obligations at Closing.** Subject to the terms, conditions and provisions hereof, and contemporaneously with the performance by Seller of his obligations set forth above, at Closing, Buyer shall deliver to the Title Company the following:
- (i) a wire transfer in the amount of the balance of the Purchase Price, as adjusted as provided for herein, which amount shall equal the amount set forth on the Closing Statement;
 - (ii) any documents required by the Title Company to authorize the execution and delivery by Buyer of this Contract, and all other documents and instruments necessary or advisable to consummate the transaction contemplated hereby; and
 - (iii) the fully executed Buyer's side of the Closing Statement.
- C. **Seller's Closing Costs.** Seller shall pay the following costs and expenses in connection with the Closing:
- (i) the cost of the preparation of this Contract and the Special Warranty Deed;
 - (ii) taxes and assessments required to be paid or credited by Seller pursuant to Section 7 of this Contract;

- (iii) transfer taxes or taxes assessed on the sale of the Purchased Property (if any)
- (iv) the cost of any other document(s) necessary to clear the title to the Purchased Property;
- (v) all sums necessary to pay off, satisfy, discharge and release of record all mortgages, deeds of trust, security interests, judgment liens, tax liens or other encumbrances affecting the Purchased Property or any part thereof;
- (vi) the recording fee required to record any document necessary to clear the title to the Purchased Property, including any Deed of Release to release any existing lien against the Purchased Property; and
- (vii) Seller's attorneys' fees.

D. Buyer's Closing Costs. Buyer shall pay the following costs and expenses in connection with the Closing:

- (i) the fee for recording the Special Warranty Deed;
- (ii) the fees charged by the Title Company for the Closing of this transaction and for title insurance if purchased by Buyer; and
- (iii) Buyer's attorneys' fees and diligence costs.

6. POSSESSION. Possession shall be delivered to Buyer by Seller on the Closing Date free and clear of any tenants or others with any rights of possession.

7. TAXES. All city, state, and county ad valorem taxes for the calendar year of Closing, and any installments of special assessments levied against the Purchased Property and due during said calendar year ("Taxes") shall be prorated between Seller and Buyer as of the date of Closing (day of Closing to be charged to Seller) based on the most recent information available. If the Purchased Property, or any part thereof, is assessed as part of a larger tract, the estimated portion of the entire tax bill, which would be allocable to the Purchased Property, shall be prorated between the Seller and Buyer until the Purchased Property is separately assessed. Any prior year(s) city, state, and county ad valorem taxes and special assessments, and all liens, on said Purchased Property shall be paid by Seller in full. With respect to any tax or assessment which may be payable in installments, all such assessments shall be considered due as of Closing.

8. INSURANCE / RISK OF LOSS. The parties acknowledge that the Purchased Property being sold is vacant land and, therefore, the Purchased Property is not insured under an "All Risk" property insurance policy but the Seller shall maintain general liability insurance coverage on the Purchased Property until the Closing Date.

9. PURCHASED PROPERTY AS IS. Buyer accepts the Purchased Property as is subject to Buyer's evaluation of the Purchased Property as set forth in Section 4. Neither Seller, nor any other person on Seller's behalf, has made and does not now make any representations, warranties, or agreements as to the value, condition, quality or suitability of the Purchased Property.

10. EMINENT DOMAIN. If the Purchased Property, or any part thereof, is taken by eminent domain prior to Closing, Seller shall forthwith give Buyer written notice thereof, and Buyer shall have the option to: (i) elect to proceed with this Contract and pay the full Purchase Price, in which event Seller shall assign

to Buyer all damages and award of any kind to which Seller may be entitled on account of such condemnation; or (ii) void this Contract, and both parties shall be relieved of any further liability hereunder. Buyer shall notify Seller of the option Buyer has elected within ten (10) days after notification of any such taking, but in no event later than the Closing Date.

11. ENCUMBRANCE OF PURCHASED PROPERTY. During the time that this Contract is in existence between Buyer and Seller, Seller shall not enter into any new license, mortgage, option, sale or easement agreements with respect to the Purchased Property, or permit the Purchased Property to be encumbered in any way.

12. DEFAULT. If Buyer fails or refuses to comply with any material term of this Contract for any reason, Buyer shall pay to Seller the sum of Two Thousand Dollars (\$2,000.00) representing Seller's reasonable damages, and both parties will be relieved of all obligations hereunder (except as otherwise expressly provided herein). If Seller fails or refuses to comply with any material term of this Contract for any reason, Buyer may elect to enforce the terms of this Contract by action for specific performance and/or exercise any other right or remedy available to it at law or equity.

13. REAL ESTATE AGENTS AND COMMISSION. The parties represent to each other that they have not dealt with any broker or other person entitled to a commission in connection with this transaction. Each party shall indemnify and hold harmless the other party from and against any claim or cause of action of any other person or entity for a commission, finder's fee, or other claim for compensation alleged to be payable because of any statement, act or omission of the indemnifying party.

14. ENTIRE AGREEMENT. This Contract constitutes the entire agreement and understanding between the parties hereto and supersedes any prior agreement and understanding relating to the subject matter of this Contract. This Contract may be modified or amended only by written agreement by the parties hereto.

15. SURVIVAL OF PROVISIONS. Only the obligations in this Contract which specifically state that they will survive Closing shall remain obligations beyond the Closing Date.

16. SUCCESSORS AND ASSIGNS. This Contract and all of the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns. Buyer may assign this Contract and its rights and obligations hereunder, without consent of Seller. Seller may not assign this Contract nor any of his or its rights or obligations without the prior written consent of Buyer or its successor in interest.

17. ATTORNEYS FEES. In the event that any action is filed in relation to this Contract, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees.

18. NOTICES. Notices, if necessary or pertinent to this Contract, shall be given to the parties at the addresses provided herein below, or to such other address as a party hereto may hereafter designate to the other parties in writing.

A. Communications concerning Seller shall be addressed to:

City of Jackson, Missouri
101 Court Street
Jackson, Missouri 63755
Attn: Liza Walker, City Clerk

With a copy to:

The Limbaugh Firm
PO Box 1150
Cape Girardeau, Missouri 63702-1150
Attn: Curt Poore

B. Communications concerning Buyer shall be addressed to:

Newell Rubbermaid Development, LLC
6655 Peachtree Dunwoody Road
Atlanta, GA 30328
Attn: General Counsel

With a copy to:

Calfee, Halter & Griswold LLP
The Calfee Building
1405 East Sixth Street
Cleveland, Ohio 44114
Attn: Mara Cushwa, Esq.

19. TIME OF THE ESSENCE. Time wherever specified herein for satisfaction of conditions or performance of obligations by Seller or Buyer is of the essence of this Contract.

20. GOVERNING LAW. This Contract shall be governed by and construed in accordance with the laws of the State of Missouri, without giving effect to the conflict of law provisions thereof. Any dispute between the parties shall be venued in the Circuit Court of Cape Girardeau County, Missouri.

21. COUNTERPARTS. This Contract may be executed in one or more counterparts, each of which when so executed will be deemed to be an original and such counterparts together will constitute one and the same Contract, and each such counterpart so executed may be delivered either by electronic mail or facsimile transmission and shall be deemed to be an original.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

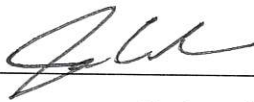
CITY OF JACKSON, MISSOURI

By: _____
Dwain L. Hahs, Mayor

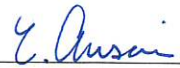
ATTEST:

Liza Walker, City Clerk/Treasurer

Newell Rubbermaid Development, LLC

By: 
Print Name: JOSE SCAFIRO
Title: SENIOR DIRECTOR

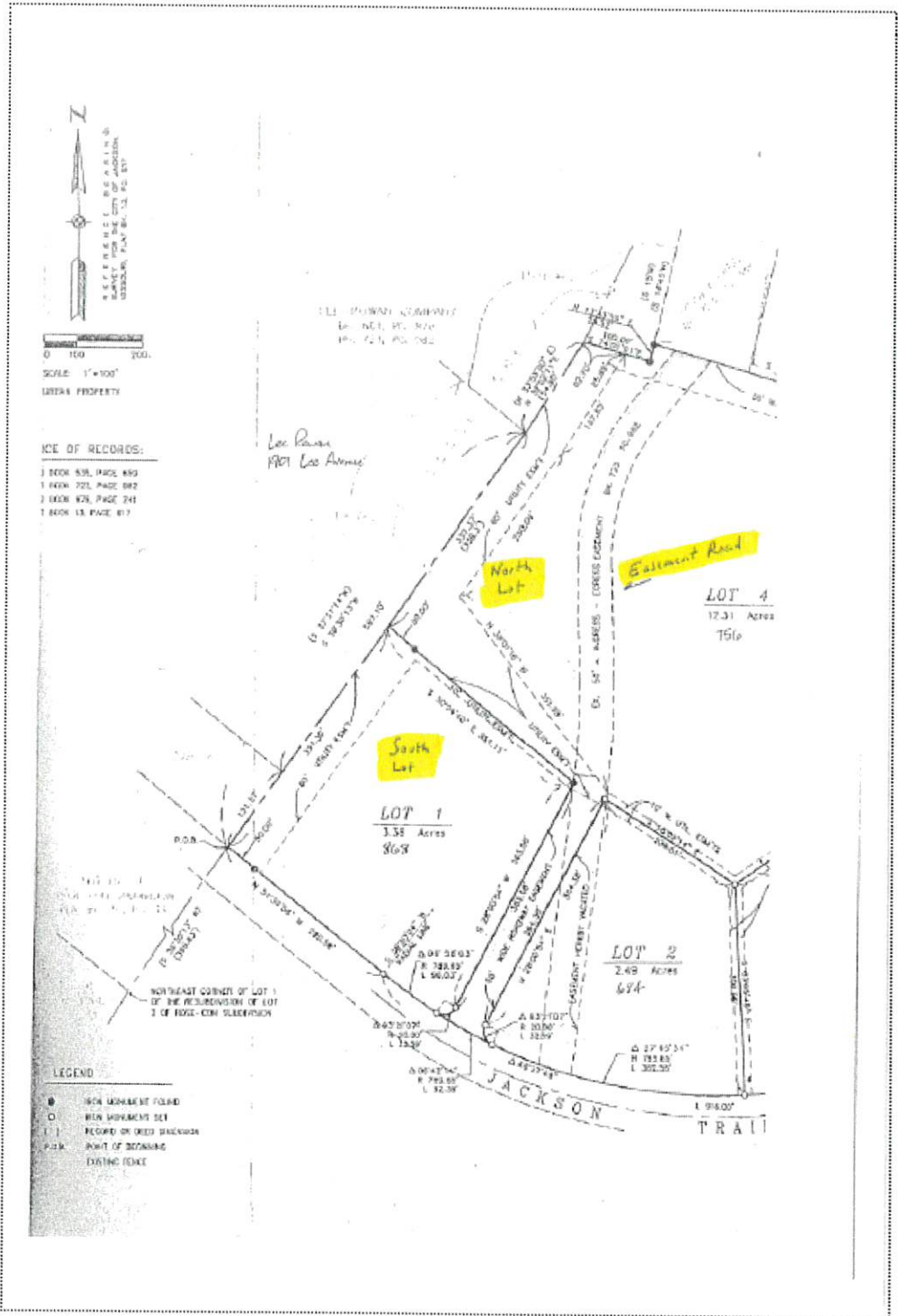
ATTEST:



Title:

SIGNATURE PAGE TO CONTRACT FOR SALE OF REAL ESTATE BY AND BETWEEN
THE CITY OF JACKSON, MISSOURI AND NEWELL RUBBERMAID DEVELOPMENT, LLC.
DATED _____, 2023

EXHIBIT A



BILL NO. 24-__

ORDINANCE NO. 24-__

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A SPECIAL WARRANTY DEED BY AND BETWEEN THE CITY AND NEWELL RUBBERMAID DEVELOPMENT, LLC, OF JACKSON, MISSOURI; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

WHEREAS, the Mayor and Board of Aldermen of the City of Jackson, Missouri, have heretofore been presented a Special Warranty Deed 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 the conveyance of said Special Warranty Deed.

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

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the conveyance of a Special Warranty Deed marked Exhibit A and attached hereto and incorporated herein as if fully set forth between the City of Jackson, Missouri, a municipal corporation, and **Newell Rubbermaid Development, LLC, of Jackson, Missouri**. It is the belief of the Mayor and Board of Aldermen of the City of Jackson, Missouri, that it is in the best interests of the citizens of the City of Jackson, Missouri, that the City enter into said Special Warranty Deed.

Section 2. That the Mayor of the City of Jackson, Missouri, be and is hereby authorized and directed to execute said conveyance of a Special Warranty Deed for and on behalf of the City of Jackson, Missouri.

Section 3. That the City Clerk of the City of Jackson, Missouri, is hereby authorized and directed to attest to the signature of the Mayor on the attached Special Warranty Deed.

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

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

FIRST READING: March 18, 2024.

SECOND READING: March 18, 2024.

PASSED AND APPROVED this 18th day of March, 2024, by a vote of _ ayes, _ nays, _ abstentions and _ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk



MEMO

To: Mayor and Board of Aldermen
From: Jason Lipe, Parks and Recreation Director
Date: Friday, March 15, 2024
Re: Brookside Restroom and Pavilion Roofing Project Change Order No. 1

The attached change order represents the final quantities for the Brookside Roofing Replacement Project. The increase of \$510.00 reflects the additional cost for labor and materials to replace rotted decking.



City of Jackson

CHANGE ORDER

Todt Roofing & Construction

1

Name of Contractor

Change Order No.

2905 Valley Creek Rd.

Cape Girardeau, MO 63701

Contractor Address

City/State/Zip

Brookside Park Roofing Replacement

3/1/2024

Project Name

Date

Description: See Attachments

Final quantities for the Brookside Park Roofing Replacement Project. Includes additional decking labor and materials.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$ 8,800.00	Original Contract End Date: June 4, 2024
Previous Change Orders: \$ 0.00	Net Change from Previous Change Orders: 0
Contract Price prior to this Change Order: \$ 8,800.00	Contract End Date prior to this Change Order: June 4, 2024
Net Increase (Decrease) of this Change Order: \$ 510.00	Net Increase (Decrease) of this Change Order: 0
Contract Price with all approved Change Orders: \$ 9,310.00	Contract End Date with all approve Change Orders: June 4, 2024

Recommended By:

Jason Fre
Jason Lipe, Parks & Recreation Director

3/1/24
Date

Authorized By:

Mayor, City of Jackson

Date

Accepted By:

Sarah McConnell
Contractor Auth. Representative

3/1/24
Date



Todt Roofing & Lincoln McBride
2905 Valley Creek Rd
Cape Girardeau, MO 63701
todtroofing.com

INVOICE

Invoice Date: 02/29/2024

Invoice #: 3821

Project #: 2323637

Desc./#: Lipe, Jason (City Of Jackson) - Retail/Service - 0

DATE DUE: 02/29/2024 (Due on Receipt)

Jason Lipe
381 E. Deerwood Dr.
Jackson, MO 63755

Company Information
Todt Roofing & Construction Inc
2905 Valley Creek Road
Cape Girardeau, MO 63701
(573) 275-3168

Project Name
Roof

Site Address
210 Veterans Memorial Dr.
Jackson, MO 63755

Items

Item	Amount
Item	\$8,800.00
Change Order, Labor and Material to Replace an Additional 6 Sheets of Rotten Decking	\$510.00
	\$9,310.00

Payments

No payments recorded.

Total:	\$9,310.00
Balance Due:	\$ 9,310.00

We would like to thank you for your business! We also appreciate feedback on how we did. Please leave a review on our website www.todtroofing.com if you are able. Thank you!

Have questions or need support? Contact Todt Roofing & Construction Inc at office@todtroofing.com



MEMO

To: Mayor and Board of Aldermen
From: Jason Lipe, Parks and Recreation Director
Date: Friday, March 15, 2024
Re: Youth Baseball and Softball Uniform Project

City staff solicited bids youth baseball and softball uniforms and caps. Four bids were submitted. After evaluating the bids, staff is recommending all bids be rejected due to changes in pricing and inability to meet delivery deadlines.



MEMO

To: Mayor and Board of Aldermen
From: Jason Lipe, Parks and Recreation Director
Date: Thursday, March 14, 2024
Re: Soccer Park Mowing and Trimming Services Program Bid Tabulation

Bids were solicited for the Soccer Park Mowing and Trimming Services Program on Wednesday, February 28. A Notice to Bid was published in the Cash-Book Journal newspaper on February 28. Sealed bids were opened on Thursday, March 7. A total of two contractors submitted a bid for the site to be serviced under the program. The bid tabulation sheet is attached to this memo. Staff has acquired the required insurance information and signatures on the contract. It is recommended that a contract be awarded to Koeller Property Services of Jackson, Missouri for the amount listed in the contract.

City of Jackson
Soccer Park Mowing Services Program
Bid Opening | March 7, 2024

Contractor	Per Mowing Event
J+B LAWN CARE	\$ - (INCOMPLETE BID)
KOELLER PROPERTY SERVICE	\$ 200
STEVENS TREE + LAWN	\$ 300

Witness:

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 KOELLER PROPERTY SERVICES, OF JACKSON, MISSOURI, RELATIVE TO THE SOCCER PARK MOWING AND TRIMMING SERVICES PROGRAM; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

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

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

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

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

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

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

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

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

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

FIRST READING: March 18, 2024.

SECOND READING: March 18, 2024.

PASSED AND APPROVED this 18th day of March, 2024, by a vote of _ ayes, _ nays, _ abstentions and _ absent.

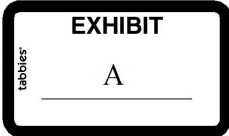
CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk



CONTRACT AGREEMENT

THIS CONTRACT (the “**Contract**”) is entered into this _____ day of _____, 20 _____, by and between the **CITY OF JACKSON, MISSOURI**, Owner of the Project, hereinafter referred to as “**City**”, and **Koeller Property Service** hereinafter referred to as “**Contractor**,” in connection with that work or improvement known as Soccer Park Mowing and Trimming Services Program to be completed for the City located at the Soccer Park.

WHEREAS, the City has selected the aforesaid Contractor for the Project and by Ordinance No. _____ has awarded the Contractor the Contract for the amounts named in the proposal/bid from the Contractor dated _____, a copy of which is incorporated herein.

NOW, THEREFORE, the parties agree as follows:

- A. The Contract Documents for the Project are incorporated herein and shall describe this Project and nothing herein shall modify said Contract Documents. The Contract Documents may also consist of such special provisions, addendums, appendices, plans, and specifications as may be necessary for the Project.
- B. The Contractor shall perform the Work in compliance with the Contract Documents that may also consist of such special provisions, addendums, appendices, plans, and specifications as may be necessary for the Project.
- C. The Contractor shall supply all labor, materials, equipment, and supervision necessary to complete all of the Work as described in the Contract Documents.
- D. The Work shall be commenced and completed according to the Project schedule, subject to such extensions and modifications as are made pursuant to the Contract Documents.
- E. The City shall pay the Contractor for performance of the Work, subject to additions and deductions as provided in the Contract Documents, the Contract Price of

\$200.00 per mowing event
(figures)

Two-hundred dollars per mowing event
(words)

more fully described in the Contract Documents. All provisions regarding retention, security in lieu of retention, and liquidated damages are fully set forth in the Contract Documents.

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

CITY:

City of Jackson, Missouri

Dwain Hahs, Mayor

ATTEST:

Angela Birk, City Clerk

Address:
101 Court Street
Jackson, Missouri 63755

CONTRACTOR:

Koeller Property Service
Contractor Name


Signature

Stanley Koeller
Printed Name

OWNER
Title

ATTEST:

Signature

Printed Name

Title

Address:
724 W. Jefferson
Jackson, MO 63755

**CITY OF JACKSON, MISSOURI
SOCCER PARK MOWING AND TRIMMING SERVICES PROGRAM
SPECIFICATIONS & PROPOSAL DOCUMENTS**

These Specifications are included in and are a part of the Proposal Documents for this program.

PURPOSE AND SCOPE OF WORK The purpose of this program is to provide standard periodic mowing and trimming services for Fields 1, 12, and 13 at the Jackson Soccer Park for two consecutive years (2024, and 2025).

The contractor shall furnish all labor, equipment, fuel, transportation, and materials necessary to fulfill the terms of the program. Mowing and trimming services may extend into November. The contractor will be directed by the Parks & Recreation Director when mowing will conclude for the season.

- Grass shall be mowed to a height of no more than 1-1/2”.
- Before the work will be considered complete, all rubbish/clippings due to the mowing and trimming must be removed from streets, trails, sidewalks, and other paved surfaces to the satisfaction of the Parks & Recreation Director, or the Director’s designee.
- The contractor shall schedule the mowing and trimming services and submit a monthly schedule to the Parks & Recreation Director, or the Director’s designee for approval.
- The contractor shall wear a reflective shirt or uniform bearing the company name during all mowing and trimming operations.
- Occasionally, park lands and/or city sites may not need mowing or weed eating due to weather conditions. These exceptions will be at the sole discretion of the Parks & Recreation Director, or the Director’s designee.

PROGRAM LOCATIONS: The following is a list of the park to be serviced under this program, including its acreage:

- A. Soccer Park Fields 1, 12, & 13 – 4.1 acres mowing and trimming

NOTE: The park acreage listed above and on the exhibit map are estimates only. The actual acreage to be mowed shall be confirmed by each contractor before submitting a bid. The acreage listed on the map is simply to provide the contractors with the size of the overall parcel that could be mowed.

PROPOSAL PRICES: All proposals prices shall be “per mowing/trimming event” for each site serviced under this program.

DURATION OF CONTRACT: The duration of the contract shall run annually from March 19 through November 31 for two consecutive years - 2024 and 2025. However, the city reserves the right to suspend mowing and trimming cycles in situations of drought or extreme rainfall/flooding.

NO GUARANTEE OF WORK: Any award of a proposal shall not obligate the City in any way to use any of the services listed herein or to use the contractor for any certain period of time. In addition, the City shall not be liable for damages to the contractor in the event that the City does not use any services proposal herein.

REQUIRED INSURANCE: Successful contractor must furnish proof of public liability, property damage, and workmen's compensation insurance. Minimum amounts for public liability and property damage shall be \$1,000,000 per occurrence and \$2,000,000 aggregate. Insufficient or lapsed insurance coverage at any time will be good cause for termination of this agreement, at which time the contract may be awarded to the next lowest bidder.

To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City of Jackson, its officers, agents, volunteers, lessees, invitees, and employees from and against all suits, claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or alternative dispute resolution costs arising out of, or related to the use of City's facilities, buildings, equipment or infrastructure under this agreement involving an injury to a person or persons, whether bodily injury or other personal injury (including death), or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses or expenses are caused by the negligence or other wrongdoing of Contractor its officers, agents and volunteers, or anyone directly or indirectly employed or hired by the Contractor or anyone for whose acts the Contractor may be liable, regardless of whether caused in part by the negligence or wrongdoing of City and any of its agents or employees.

All coverage shall be on an "occurrence" basis and not "claims made." An endorsement on the required form supplied by the Owner naming the Owner as an additional insured shall also be required.

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

TERMINATION: The City reserves the right to terminate work with the contractor at any time for any reason.

INVOICES AND PAYMENT: Invoices shall be submitted by the contractor on a bi-weekly basis.

PERMITS AND LICENSES: The contractor shall, at his own cost, secure all permits and licenses required by City Code and State Statute and give all notices necessary and incidental to lawful prosecution of the work.

LAWS TO BE OBSERVED: The contractor shall at all times observe and comply with all Federal and State Law and regulations and all shall comply with all orders and decrees which exist at the present or which may be enacted later, or bodies or tribunals having jurisdiction or authority over the work and no plea of misunderstanding or ignorance will be considered.

BID SHEET: The contractor must prepare and submit a completed Bid Sheet. By signing, the contractor acknowledges the agreement with the general specifications, conditions, and contract requirements.

CONTRACTOR'S UNDERSTANDING: It is understood and agreed that the contractor has, by careful examination, satisfied himself/herself as to the nature and location of the work, the confirmation of the ground, the character, quality, and quantities of the work necessary, the character of the equipment and facilities needed for the execution of work, the general and local conditions, and all other matters which can in any way affect the work under this contract.

PROTECTION OF WORK AND PROPERTY: The contractor shall provide appropriate traffic control devices when working within any street right of way. Reasonable care shall be taken when working in the vicinity of people, vehicles, buildings, and property. The contractor shall cease mowing

when visitors are in the close proximity to mowing and trimming equipment, and continue only when people or vehicles have clearly moved a safe distance from the mowing area.

QUALIFICATIONS: To ensure a high-quality level of operations during this program, Bidders must demonstrate minimum experience and qualifications. Upon request, bidders must provide evidence of experience in successfully operating and managing this type of business.

OCCUPATION SAFETY AND HEALTH ADMINISTRATION (OSHA) TRAINING

In accordance with Section 292.675 of the Revised Statutes of Missouri, Contractors and Subcontractors who agree to provide Work under this Contract must provide a ten-hour OSHA construction safety program or other similar program approved by the Department of Labor and Industrial Relations of the State of Missouri to be completed by their on-site employees within 60 days of beginning Work under this Contract. Documentation of compliance with this provision shall be provided to the Owner within 65 days of beginning Work under this Contract.

VERIFICATION OF EMPLOYMENT ELIGIBILITY

Notice is hereby given that Section 285.530 of the Revised Statutes of Missouri requires that no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. Any business entity providing work under any contract in excess of \$5,000.00 shall participate in a federal work authorization program (such as E-Verify) and shall provide documentation of such participation to the Owner.

LAW AND VENUE

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

ASSIGNS AND SUCCESSORS

The terms, covenants, and conditions of this Contract shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the respective parties to this Contract.

SUBLET

No portion of the work covered by this Contract except as provided herein shall be sublet or transferred without written consent of the City. The subletting of the work shall in no way relieve the (entity name) of its primary responsibility of the quality and performance of the work. The (entity name) will give personal attention to the faithful prosecution of the work and will keep all aspects of the work under (entity name) control.

EXHIBITS

All exhibits attached to the Contract are incorporated herein as if fully set forth.

ENTIRE AGREEMENT

The Contract contains the entire Agreement between the parties and supersedes all prior or contemporaneous written or oral communications. This Contract may be changed or terminated only by an instrument in writing signed by the party against whom enforcement of such change or termination is sought. No breach of any agreement, warranty, or representation shall be deemed waived unless expressly waived in writing by the party who asserts such breach.

EXHIBIT INDEX

EXHIBIT A – Jackson Soccer Park Mowing and Trimming Map

EXHIBIT A

Jackson Soccer Park Mowing and Trimming Description

Beginning in March and ending sometime in November, the contractor shall provide weekly or bi-weekly (every two weeks) mowing and trimming services to the Jackson Soccer Park, located on South Farmington Road, and containing 4.1 acres as illustrated on the accompanying location map. The Soccer Park shall be serviced with Parks & Recreation Director-approved mowing and trimming equipment to the approximate height of 1-½ inches. The general appearance of the mowing sites shall be comparable to that of the City Park.

During the months of March, April, and May; then August, September, and October, mowing and trimming services shall be weekly, unless otherwise specified by the Director. Semi-weekly (twice a week) mowing and trimming service may be needed during selected weeks. The contractor shall provide service on the same day of each week, mowing on Monday, Tuesday, or Wednesday during the spring and fall soccer seasons. There shall be no weekend service in September and October.

Service in the months of June and July shall be bi-weekly (every other week), or as specified by the Director.

Mowing and trimming services shall be suspended temporarily for park patrons and park activities. Trimming days and times shall be Monday through Friday, from 6:00 A.M. to 6:00 P.M. only. Trimming shall not be done on weekends or holidays.

NOTE: The park acreage listed on the exhibit map is an **estimate** only. The actual acreage to be mowed shall be confirmed by each contractor before submitting a bid. The acreage listed on the map is simply to provide the contractors with the size of the overall parcel that could be mowed.

All mowing and trimming service schedules shall be approved by the Director, or the Director's designee. The contractor shall wear a reflective shirt or uniform bearing the company name during all mowing and trimming operations.

The contractor must be responsive to city communications via phone, text, email, or in person. Unresponsiveness to communications with the Director may be grounds for contract termination.

The City shall pay the contractor per agreed terms for a two (2) year contract for the years 2024 and 2025.

The City reserves the right to negotiate with contractor to mow and trim additional sites.

BASE BID: The base bid is for weekly or bi-weekly (every two weeks) mowing and trimming services to the Jackson Soccer Park (4.1 acres).



Jackson Soccer Park
2275 S. Farmington



MEMO

To: Mayor Dwain Hahs and Members of the Board of Aldermen
From: Rodney Bollinger, Director of Administrative Services
Date: March 12, 2024
Re: Annexation Agreement for Stroder's Industrial Site

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

Mr. Steve Stroder has filed an application on behalf of Trussworks Realty Missouri, LLC for the voluntary annexation of 26.2 acres of land the company owns along on Cane Creek Road. The owner has a plan to develop an industrial site and connect it to public utilities.

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

Therefore, it is recommended the City approve the Annexation Agreement with the owner for the annexation of 26.2 acres of property on Monday, March 18, 2024 at a Regular Meeting.

BILL NO. 24-__

ORDINANCE NO. 24-__

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE AN ANNEXATION AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND TRUSSWORKS REALTY MISSOURI, LLC, OF JACKSON, MISSOURI, RELATIVE TO THE DEVELOPMENT OF 26.2 ACRES OF PROPERTY ON CANE CREEK ROAD; 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 annexation agreement marked Exhibit A and attached hereto and incorporated herein as if fully set forth; and

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

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

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

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

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

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

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

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

FIRST READING: March 18, 2024.

SECOND READING: March 18, 2024.

PASSED AND APPROVED this 18th day of March, 2024, by a vote of _ ayes, _ nays, _ abstentions and _ absent.

CITY OF JACKSON, MISSOURI

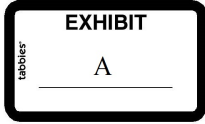
(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk

**TRUSSWORKS REALTY MISSOURI, LLC
ANNEXATION AGREEMENT
(INDUSTRIAL SITE)**



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

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

WHEREAS, the Property Owner has a conceptual plan for the construction of an industrial building and to connect the building to existing City public utilities as described on Exhibit A which is attached hereto and made a part hereof; and,

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

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

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

1. The Property Owner will file simultaneously with this Agreement an application for voluntary annexation into the City of Jackson, Missouri, of a parcel of land consisting more or less of twenty-four and a half (26.2) acres as described in Exhibit B which is attached hereto and made a part hereof. The Property Owner will also file simultaneously with this Agreement an application requesting the rezoning and the resubdivision of land as may be required by City code. The Property Owner acknowledges that one or more of its applications may be denied by the Board of Aldermen and if denied, the City agrees that the Property Owner may withdraw its application for voluntary annexation subject to the condition stated in paragraph 4. c.
2. The Property Owner will contract with an architect or engineer licensed in Missouri to ensure that the construction of the industrial building is compliant with the building, fire, stormwater, and life safety aspects of the City code. The results of said inspection(s) will be signed and sealed by the architect or engineer and delivered to the City in a written report form.
3. If Property owner constructs extensions to public utilities that are outside of or beyond existing public rights of way, the Property Owner shall donate to the City corresponding easements for the location of those extensions.

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

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

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

6. The City will make application through the Missouri Community Development Block Grant Program for funding the extension of City public utilities, roadways, and infrastructure. The Property Owner will cooperate with the City in the grant application process including providing the City with such information as is necessary to complete the grant application. The parties understand that the extension of City public utilities, roadways and infrastructure is expected to be provided through grant funding. In the event grant funding is not secured, the City has no obligation to fund the construction of these items.

7. Pursuant to City code, maintenance of a buffer is required of the Property Owner to visually screen the industrial use from the adjacent residential areas located to the south and west.

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

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

10. This Agreement shall be binding upon the parties hereto, their successors, heirs, and assigns.

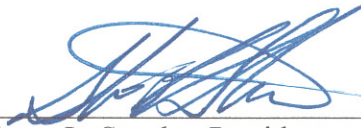
11. This Agreement contains all the agreements made between the City and the Property Owner. This Agreement may not be modified, waived, or terminated in any manner other than by an agreement in writing signed by the parties.

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

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

PROPERTY OWNER

TRUSSWORKS REALTY MISSOURI, LLC

By: 
Steve L. Stroder, President

CITY OF JACKSON, MISSOURI

By: _____
Mayor Dwain L. Hahs

ATTEST:

Angela Birk, City Clerk/Treasurer

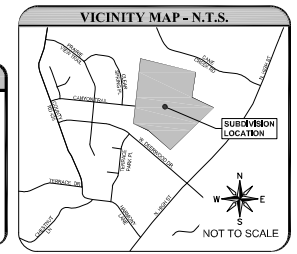
RECORD PLAT FOR STRODER'S TRUSS MANUFACTURING SUBDIVISION

ALL OF THAT PART OF FRACTIONAL SECTION 36, TOWNSHIP 32 NORTH, RANGE 12 EAST OF THE FIFTH PRINCIPAL MERIDIAN, WITHIN THE COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI.

DESCRIPTION OF TRUSSWORKS SITE FOR ANNEXATION

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

BEGIN AT THE MOST WESTERLY CORNER OF LOT 1 OF THE JACKSON NORTH INDUSTRIAL PARK SUBDIVISION, PHASE 1, SAID PLAT BEING RECORDED IN DOCUMENT 2014-02837. THENCE WITH THE WEST LINE OF SAID LOT 1, NORTH 08°42'50" EAST, 490.22 FEET; THENCE NORTH 70°08'59" WEST, 195.53 FEET TO A POINT ON THE EAST LINE OF UNITED STATES PRIVATE SURVEY NUMBER 807, SAID POINT BEING ALSO ON THE EAST LINE OF COLD CREEK SUBDIVISION, SAID COLD CREEK SUBDIVISION BEING RECORDED IN DOCUMENT 2005-00785; THENCE WITH THE EAST LINE OF SAID SURVEY NUMBER 807 AND THE EAST LINE OF SAID COLD CREEK SUBDIVISION, SOUTH 06°13'58" WEST, 1947.68 FEET TO THE SOUTHEAST CORNER OF SAID COLD CREEK SUBDIVISION, SAID POINT BEING ALSO ON THE NORTH LINE OF TERRACE PARK ESTATES, A SUBDIVISION RECORDED IN PLAT BOOK 231 AT PAGE 57; THENCE WITH THE NORTH LINE OF SAID TERRACE PARK ESTATES, SOUTH 64°20'21" EAST, 271.61 FEET; THENCE CONTINUE WITH THE NORTH LINE OF SAID TERRACE PARK ESTATES, SOUTH 49°49'04" EAST, 470.19 FEET; THENCE NORTH 42°39'07" EAST, 972.22 FEET, TO A POINT ON THE SOUTH LINE OF LOT 1 OF SAID JACKSON NORTH INDUSTRIAL PARK SUBDIVISION; THENCE WITH THE SOUTH LINE OF SAID LOT 1, NORTH 64°48'04" WEST, 397.18 FEET TO THE PLACE OF BEGINNING AND CONTAINING 26.18 ACRES, MORE OR LESS, AND BEING SUBJECT TO ANY EASEMENTS OF RECORD.



LEGEND

- FOUND 10" IRON ROD
- SET 10" IRON ROD
- ⊕ UTILITY POLE
- SUBDIVISION BOUNDARY LINE
- - - NEW LOT LINE
- - - EXTERNAL PROPERTY LINE
- - - RIGHT-OF-WAY LINE
- - - CENTERLINE
- - - CITY LIMITS LINE



NORTH ORIENTATION FROM MISSOURI STATE PLANE COORDINATE SYSTEM

0 100' 200'

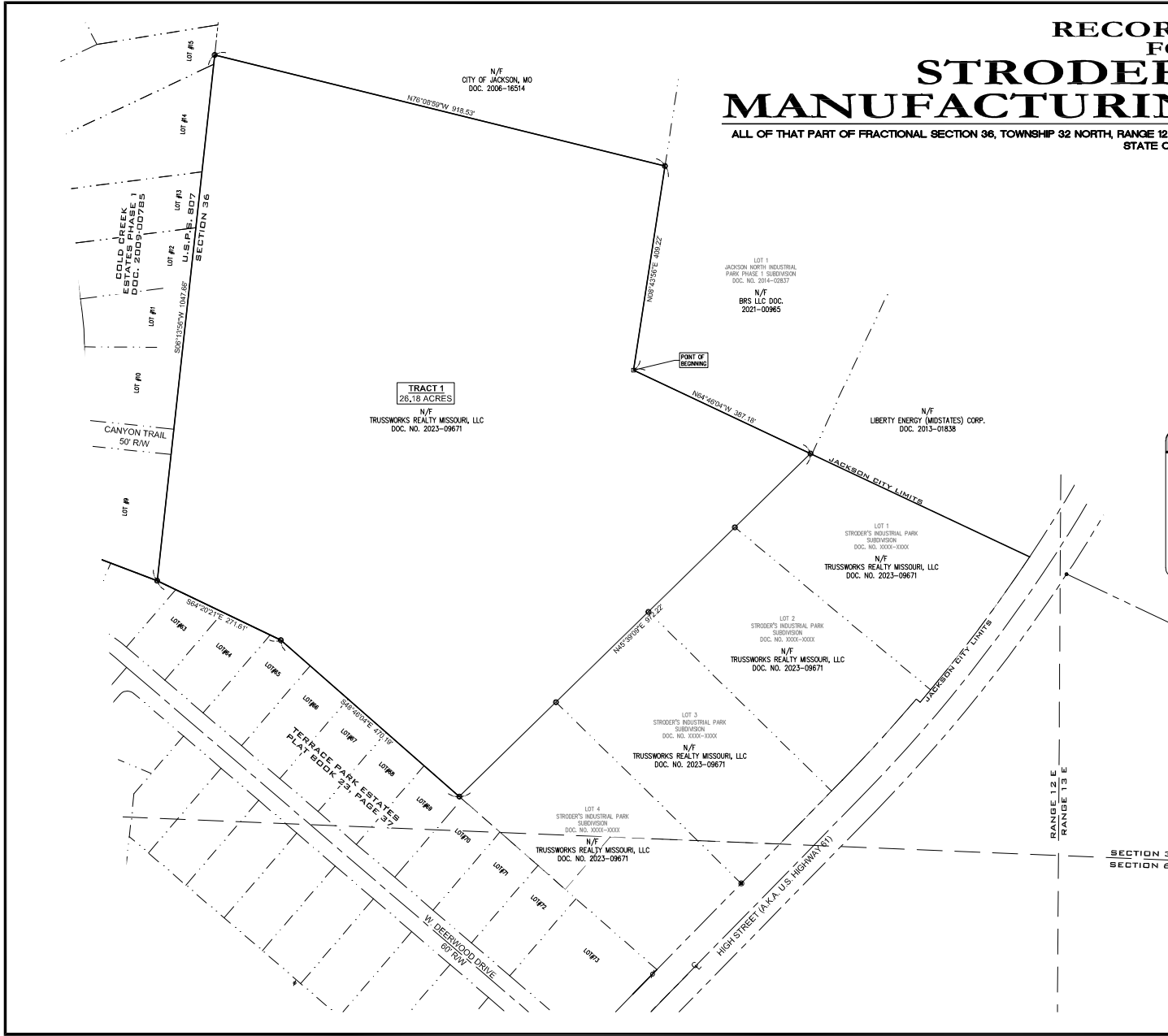
HORIZONTAL SCALE

KOEHLER
Professional Engineers & Land Surveyors

194 Coker Lane
Cape Girardeau, Missouri 63701
Ph: 637.335.1800 Fax: 637.335.1849
MO PLS Corp. Certificate #000262

DRAWN BY	REV DATE	DESCRIPTION	DETAILS
SUSAN DOODS			
CHECKED BY	REV DATE	DESCRIPTION	DETAILS
TRAVIS STEFFENS			
SUBMITTED DATE			
OCTOBER 2023			
ISSUED DATE			
MARCH 15, 2024			
DRAWING NO.			
3010			

THIS SURVEY OF A TRACT OF URBAN PROPERTY WAS PERFORMED IN ACCORDANCE WITH THE CURRENT MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS IN THE STATE OF MISSOURI AS MADE EFFECTIVE JULY 31, 2022.



RESOLUTION NO. _____

RESOLUTION

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

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

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

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

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

Section 1. That there has been presented on the 4th day of March, 2024, to the Board of Aldermen of the City of Jackson, Missouri, a verified petition signed by the owners of all fee interests of record, to-wit: Trussworks Realty Missouri, LLC, in the tracts of real property located within the area described in said petition, which area is proposed to be annexed to the City of Jackson, Missouri, and which petition requests the annexation of such area into the city limits of the City of Jackson, Missouri; a copy of said petition is attached hereto and made a part hereof by reference.

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

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

Section 4. That, in accordance with the provisions of Section 71.012, RSMo, a public hearing shall be held concerning this matter on the 15th day of April, 2024, at 6:00 p.m. at the City Hall in the City of Jackson, Missouri.

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

PASSED by the Board of Aldermen of the City of Jackson, Missouri, this 18th of March, 2024, by a vote of _____ ayes, _____ nays, _____ abstentions and _____ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk



CITY OF JACKSON, MISSOURI VOLUNTARY ANNEXATION APPLICATION

DATE OF APPLICATION: 3-4-2024

PROPERTY LOCATION (address): _____

Other description of location if not addressed: 26.2 Acres on Cane Creek Road
(pt Tax ID#09-900-36-00-007.00-0000)

PROPERTY OWNERS (all legal property owners listed on deed)

Names & Mailing Addresses: Trussworks Realty Missouri, LLC
2270 Greensferry Rd.
Jackson, MO 63755

CONTACT PERSON HANDLING APPLICATION

Contact's Mailing Address: Chris Koehler, Koehler Engineering
194 Coker Ln., Cape Girardeau, MO 63701
Contact's Phone: 573-335-3026 Email: ckoehler@koehlerengineering.com

CURRENT USE OF PROPERTY: Vacant / Agricultural

IS A REZONING APPLICATION TO BE FILED? YES NO

PROPOSED ZONING: (circle)

- | | |
|---------------------------------------|-------------------------------|
| R-1 (Single-Family Residential) | C-1 (Local Commercial) |
| R-2 (Single-Family Residential) | 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) |
| | I-2 (Heavy Industrial) |
| | I-3 (Planned Industrial Park) |

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

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

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

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

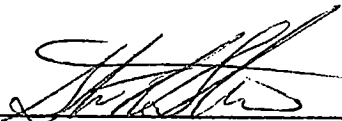
PETITION

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

We, the undersigned, state that we are the fee and simple owners of the property described in Doc. 2023-09671, and we do hereby request and petition the City of Jackson, Missouri to annex the land described in the above referenced book and page so that the same is contained within the corporate limits of said City.

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

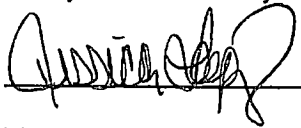
We, the undersigned, do further state and declare that this request and petition is voluntarily made and is submitted under the provisions of Section 71.012 RSMo. 1986, as amended (Voluntary Annexation).



STATE OF MISSOURI)
COUNTY OF Cape Girardeau)ss.

On this 4th day of MARCH, 2024, before me personally appeared _____, to me known to be the person described in and who executed the foregoing instrument and acknowledged to me that he/she executed the same as his/her free act and deed.

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


_____, Notary Public

State Of Missouri
County of Cape Girardeau
My term expires: 10/25/27



DESCRIPTION OF TRUSSWORKS SITE FOR ANNEXATION

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

BEGIN at the most westerly corner of Lot 1 of the Jackson North Industrial Park Subdivision, Phase 1, said plat being recorded in Document 2014-02837, thence with the west line of said Lot 1, North $08^{\circ}43'56''$ East, 409.22 feet; thence North $76^{\circ}08'59''$ West, 918.53 feet to a point on the East line of United States Private Survey Number 807, said point being also on the east line of Cold Creek Subdivision, said Cold Creek Subdivision being recorded in Document 2009-00785; thence with the east line of said Survey Number 807 and the east line of said Cold Creek Subdivision, South $06^{\circ}13'56''$ West, 1047.66 feet to the Southeast corner of said Cold Creek Subdivision, said point being also on the North line of Terrace Park Estates, a subdivision recorded in Plat Book 23, at Page 37; thence with the north line of said Terrace Park Estates, South $64^{\circ}20'21''$ East, 271.61 feet, thence continue with the north line of said Terrace Park Estates, South $48^{\circ}46'04''$ East, 470.19 feet; thence North $45^{\circ}39'09''$ East, 972.22 feet, to a point on the South line of Lot 1 of said Jackson North Industrial Park Subdivision; thence with the south line of said Lot 1, North $64^{\circ}46'04''$ West, 387.18 feet to the place of beginning and containing 26.18 acres, more or less, and being subject to any easements of record.

FOR CITY USE ONLY:

Date application/petition submitted filed with City staff: 3/4/2024

Date of resolution preparation by City Clerk:

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

Date of publication in local newspaper of public hearing:

Date of public hearing:

Date of City Attorney preparation of ordinance:

Date of Board of Aldermen action:

Board action filed (circle one): Approval Disapproval

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

Date of ordinance submittal to Cape Girardeau County Clerk:

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

Date of City maps update:

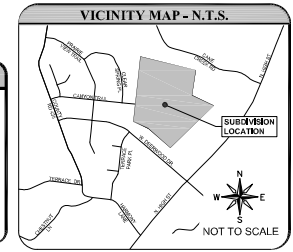
RECORD PLAT FOR STRODER'S TRUSS MANUFACTURING SUBDIVISION

ALL OF THAT PART OF FRACTIONAL SECTION 36, TOWNSHIP 32 NORTH, RANGE 12 EAST OF THE FIFTH PRINCIPAL MERIDIAN, WITHIN THE COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI.

DESCRIPTION OF TRUSSWORKS SITE FOR ANNEXATION

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

BEGIN AT THE MOST WESTERLY CORNER OF LOT 1 OF THE JACKSON NORTH INDUSTRIAL PARK SUBDIVISION, PHASE 1, SAID PLAT BEING RECORDED IN DOCUMENT 2014-02837. THENCE WITH THE WEST LINE OF SAID LOT 1, NORTH 08°42'50" EAST, 490.22 FEET; THENCE NORTH 70°08'59" WEST, 195.53 FEET TO A POINT ON THE EAST LINE OF UNITED STATES PRIVATE SURVEY NUMBER 807, SAID POINT BEING ALSO ON THE EAST LINE OF COLD CREEK SUBDIVISION, SAID COLD CREEK SUBDIVISION BEING RECORDED IN DOCUMENT 2005-00785; THENCE WITH THE EAST LINE OF SAID SURVEY NUMBER 807 AND THE EAST LINE OF SAID COLD CREEK SUBDIVISION, SOUTH 06°13'56" WEST, 1947.68 FEET TO THE SOUTHEAST CORNER OF SAID COLD CREEK SUBDIVISION, SAID POINT BEING ALSO ON THE NORTH LINE OF TERRACE PARK ESTATES, A SUBDIVISION RECORDED IN PLAT BOOK 231 AT PAGE 57; THENCE WITH THE NORTH LINE OF SAID TERRACE PARK ESTATES, SOUTH 64°20'21" EAST, 271.61 FEET; THENCE CONTINUE WITH THE NORTH LINE OF SAID TERRACE PARK ESTATES, SOUTH 49°49'04" EAST, 470.19 FEET; THENCE NORTH 42°39'07" EAST, 972.22 FEET, TO A POINT ON THE SOUTH LINE OF LOT 1 OF SAID JACKSON NORTH INDUSTRIAL PARK SUBDIVISION; THENCE WITH THE SOUTH LINE OF SAID LOT 1, NORTH 64°48'04" WEST, 397.18 FEET TO THE PLACE OF BEGINNING AND CONTAINING 26.18 ACRES, MORE OR LESS, AND BEING SUBJECT TO ANY EASEMENTS OF RECORD.



LEGEND	
	FOUND 1/2" IRON ROD
	SET 1/2" IRON ROD
	UTILITY POLE
	SUBDIVISION BOUNDARY LINE
	NEW LOT LINE
	EXTERNAL PROPERTY LINE
	RIGHT-OF-WAY LINE
	CENTERLINE
	CITY LIMITS LINE



NORTH ORIENTATION FROM
MISSOURI STATE PLANE
COORDINATE SYSTEM

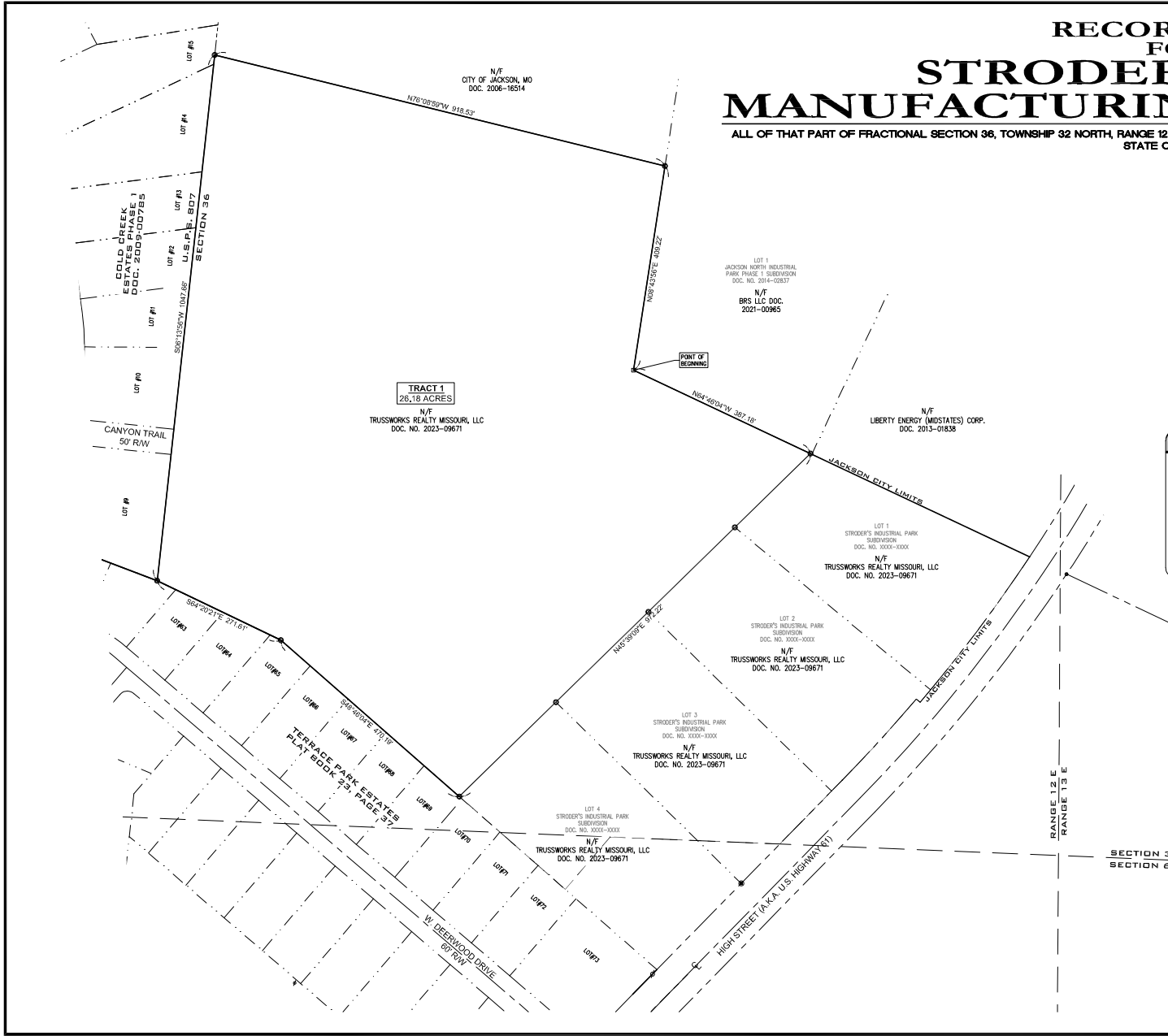
0 100' 200'
HORIZONTAL SCALE

KOEHLER
Professional Engineers & Land Surveyors

194 Coker Lane
Cape Girardeau, Missouri 63701
Ph: 637.333-1800 Fax: 637.333-1849
MO PLS Corp. Certificate #000262

DRAWN BY	REV DATE	DESCRIPTION	DETAILS
SUSAN DOODS			
CHECKED BY	TRAVIS STEFFENS		
SURVEY DATE	OCTOBER 2023		
DRAWING DATE	MARCH 15, 2024		
DRAWING NO.	3010		

THIS SURVEY OF A TRACT OF URBAN PROPERTY WAS PERFORMED IN ACCORDANCE WITH THE CURRENT MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS IN THE STATE OF MISSOURI AS MADE EFFECTIVE JULY 31, 2022.



PUBLIC WORKS MEMORANDUM



City of Jackson

TO: Mayor and Board of Aldermen

FROM: Janet Sanders, Director of Public Works

DATE: March 11, 2024

RE: MOU for Sewer Extension with KB413, LLC

Bill King of KB413, LLC has signed the previously presented Memorandum of Understanding agreeing to cost share with the City the extension of a sewer main. This main will extend from the Williams Creek Interceptor Sewer to the west side of South Old Orchard Road, from which point he will construct a sewer main across the street and the private lateral to serve his lot at 2336 South Old Orchard Road at his own expense.

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 *KB413, LLC, OF JACKSON, MISSOURI*, RELATIVE TO THE *SOUTH OLD ORCHARD ROAD LATERAL SEWER PROJECT*; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

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

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

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

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the memorandum of understanding marked Exhibit A and attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **KB413, 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 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: March 18, 2024.

SECOND READING: March 18, 2024.

PASSED AND APPROVED this 18th day of March, 2024, by a vote of _ ayes, _ nays, _ abstentions and _ absent.

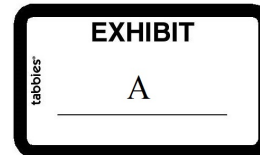
CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk



MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this _____ day of March, 2024, by and between ***CITY OF JACKSON, MISSOURI, a municipal corporation***, hereinafter referred to as “City,” and ***KB413, LLC, a Missouri Limited Liability Company***, hereinafter referred to as “**KB413**,” **WITNESSETH:**

WHEREAS, KB413 has purchased and is remodeling buildings located at 2336 South Old Orchard Road. (“Property”) within the City; and

WHEREAS, the Property is currently on a temporary holding tank that is inadequate for permanent sewer purposes and interferes with KB413’s ability to develop the Property; and

WHEREAS, the City annexed the Property at KB413’s request; and

WHEREAS, KB413 is developing the Property into a sports complex consisting of a fitness center and other commercial uses allowed by zoning; and

WHEREAS, the Property will result in economic development for the City; and

WHEREAS, economic development is a primary mission of the City and the development of a vibrant and secure business climate and economy is in the best interest of its citizens; and

WHEREAS, a sewer main extension along a portion of South Old Orchard Road is necessary so that KB413 can connect its property to the City sewer system; and

WHEREAS, the City desires to cooperate with KB413 in constructing a sewer main extension thereby allowing KB413 to connect its Property to the City sewer system; and

WHEREAS, the parties have reached certain agreements concerning the sewer extension and desire to memorialize the agreement between them in writing.

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. Koehler Engineering has prepared plans for the construction of a sewer main extension along a portion of South Old Orchard Road to MH-DO4 that will give KB413 the ability to connect its Property to the City sewer system. Attached as Exhibit A is an overhead showing the proposed sewer main extension.

2. The parties agree to share the estimated cost for installation of the sewer extension to MH-DO4. KB413 agrees to pay to the City the sum of \$87,500.00 within thirty (30) days of receipt of notification from the City of completion of the sewer main extension to MH-DO4.

3. The remaining additional estimated costs for construction of the South Old Orchard Road sewer main extension will be the responsibility of the City.

4. KB413 will be solely responsible for the cost associated with connecting its Property to the South Old Orchard Road sewer main extension shown on plans as "sewer by others" and reflected as SS-DO8 on Exhibit A.

5. KB413 agrees to connect both existing buildings to the City sewer system in accordance with the specifications and ordinances of the City within one hundred and twenty (120) days from the date the City provides notice to KB413 of completion of the South Old Orchard Road sewer main extension to MH-DO4.

6. 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.

7. This Memorandum of Understanding shall be governed by and construed in accordance with the laws of the State of Missouri and the venue for any dispute between the parties shall be in the Circuit Court of Cape Girardeau County, Missouri.

8. 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.

9. 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.

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

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

CITY:

CITY OF JACKSON, MISSOURI

Dwain Hahs, Mayor

ATTEST:

Liza Walker, City Clerk

KB413, LLC:



Bill King, Member

EXHIBIT

A

tabbles*



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 WASTE CONNECTIONS OF MISSOURI, INC. F/K/A PROGRESSIVE WASTE SOLUTIONS OF MO, INC., RELATIVE TO THE NINTH AMENDMENT TO LANDFILL REDESIGN, OPERATION AGREEMENT, AND OPTION; 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 **Waste Connections of Missouri, Inc. F/K/A Progressive Waste Solutions of MO, Inc.** It is the belief of the Mayor and Board of Aldermen that it is in the best interest of the citizens of the City of Jackson, Missouri, that the City enters into said contract.

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

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

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

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

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

FIRST READING: March 18, 2024.

SECOND READING: March 18, 2024.

PASSED AND APPROVED this 18th day of March, 2024, by a vote of _ ayes, _ nays, _ abstentions and _ absent.

CITY OF JACKSON, MISSOURI

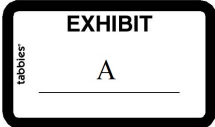
(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk

**NINTH AMENDMENT TO LANDFILL REDESIGN,
OPERATION AGREEMENT, AND OPTION**



THIS NINTH AMENDMENT TO LANDFILL REDESIGN, OPERATION AGREEMENT, AND OPTION (the "**Ninth Amendment**") is entered into this 18th day of March, 2024, by and between *WASTE CONNECTIONS OF MISSOURI, INC. F/K/A PROGRESSIVE WASTE SOLUTIONS OF MO, INC.*, a Missouri corporation, (hereinafter the "**Company**"), and the *CITY OF JACKSON, MISSOURI*, a Missouri municipal corporation (hereinafter the "**City**"), **WITNESSETH:**

WHEREAS, Allied Waste Industries (Missouri) Inc. and its successor (“Allied”) and the City entered into a Landfill Redesign, Operation Agreement, and Option on the 7th day of March, 1994 (the “Agreement”); and

WHEREAS, Allied and the City previously amended the original Agreement by their First, Second, Third, Fourth, Fifth, and Sixth Amendments to the Landfill Redesign, Operation Agreement, and Option dated respectively June 5, 1995; October 21, 1996; October 21, 1999; January 1, 2001; August 5, 2002; and October 5, 2005; and

WHEREAS, Allied subsequently assigned the Agreement to IESI MO Corporation (“IESI”); and

WHEREAS, IESI and the City previously amended the original Agreement by their Seventh Amendment to the Landfill Redesign, Operation Agreement, and Option dated October 15, 2012; and

WHEREAS, IESI and the City previously amended the original Agreement by their Eighth Amendment to the Landfill Redesign, Operation Agreement, and Option dated September 20, 2017; and

WHEREAS, IESI subsequently assigned the Agreement to Progressive Waste Solutions of MO, Inc.; and

WHEREAS, the Landfill was not developed and, therefore, neither party hereto has any obligations or liabilities relating to development or operation of the Landfill;

WHEREAS, the Company exercised two of its options to extend the Initial Term such that the Initial Term was extended to March 7, 2019 and March 7, 2024, respectively. The Company plans to exercise an additional third option to extend the Initial Term to March 7, 2029;

WHEREAS, the parties desire to amend for the ninth time the Landfill Redesign, Operation Agreement, and Option affirming that Company is exercising its third option to extend the Initial Term of this Agreement, by modifying Paragraph 4.2 of said Agreement and substituting an amended paragraph therefor, said amendment being related to the payment Company will charge the City as a gate rate for an operating period commencing on October 20, 2024, and ending October 20, 2029, and amend the original gate rate and substitute therefor an amended figure and term;

WHEREAS, Company and City agree to extend the Initial Term from March 7, 2024 to October 20, 2029 so that the Initial Term and the effective date for the Disposal Rate match; and

WHEREAS, the parties believe it advisable to memorialize their agreement in writing.

NOW, THEREFORE, for and in consideration of the premises and the covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. That the original Landfill Redesign, Operation Agreement, and Option dated March 7, 1994, as amended by a First Amendment dated June 5, 1995; a Second Amendment dated October 21, 1996; a Third Amendment dated October 21, 1999; a Fourth Amendment dated January 1, 2001, a Fifth Amendment dated August 5, 2002; a Sixth Amendment dated October 5, 2005; a

Seventh Amendment dated October 15, 2012; and an Eighth Amendment dated on or about October 21, 2017 is hereby amended in that Paragraph 4.2 is modified as follows:

"4.2 The effective date shall be October 20, 2024. Beginning on the effective date, for all solid waste delivered hereunder at the Transfer Station, the City shall pay the Company \$58.00 per ton (the "Disposal Rate"). It is provided, however, on each successive anniversary of the effective date thereafter the Disposal Rate shall automatically increase by \$1.25 per ton. All rate adjustments within this Agreement are cumulative."

2. The effective date of this Ninth Amendment to Landfill Redesign, Operation Agreement, and Option is the last date signed by the parties. The term of the Agreement shall run to October 20, 2029 unless sooner terminated by the written consent of both parties or by an event of default as set forth in Article 15 of the Landfill Redesign, Operation Agreement, and Option dated March 7, 1994.

3. The Landfill was not developed and neither party to the Agreement has any obligations or liabilities relating to development or operation of the Landfill.

4. That this modification shall be binding on the parties hereto, their successors, heirs, and assigns.

5. That all other terms and conditions of the original Agreement by and between the parties and any amendments thereto shall remain in full force and effect, except as specifically modified hereby.

6. Capitalized terms not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement.


[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Ninth Amendment to Landfill Redesign, Operation Agreement, and Option by authority of their respective governing bodies on the dates indicated below.

COMPANY:

WASTE CONNECTIONS OF MISSOURI, INC.
F/K/A PROGRESSIVE WASTE SOLUTIONS
OF MO, INC.

Date Executed: 03/13/2024

By: 
Transfer Manager

CITY:

CITY OF JACKSON, MISSOURI

Date Executed: _____

By: _____
Dwain Hahs, Mayor

ATTEST:

Angela Birk, City Clerk

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE PROPOSED REZONING FOR A SPECIAL USE PERMIT FOR CERTAIN PROPERTY IN THE CITY OF JACKSON, MISSOURI, DESCRIBED IN EXHIBIT A; SETTING FORTH THE AREA FOR SPECIAL USE AND THE CONDITIONS OF SPECIAL USE; ALL IN ACCORDANCE WITH THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSOURI.

WHEREAS, the Board of Aldermen and the Planning and Zoning Commission have considered a proposed special use permit for property described as 525 South Hope Street, as set out in Exhibit A which is attached hereto and incorporated herein by reference; and,

WHEREAS, a public hearing was waived by the Planning and Zoning Commission on said special use permit in accordance with Chapter 65 of the Code of Ordinances of the City of Jackson, Missouri; and,

WHEREAS, a special use permit for a temporary housing unit for the Jackson Fire Rescue in a C-3 Central Business District on a single lot located at 525 South Hope Street recorded with the Cape Girardeau County Recorder of Deeds in Book 401 Page 678 may be granted by virtue of Chapter 65 of the Code of Ordinances of the City of Jackson, Missouri; and,

WHEREAS, after duly considering the recommendations of the City Planning and Zoning Commission and other input received at the required public hearing, the Board of Aldermen of the City of Jackson, Missouri, has decided it is in the best interests of the citizens of the City of Jackson, Missouri, to grant a special use for said property.

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

Section 1. That an application for a special use permit, which said application is marked Exhibit A and attached hereto, is hereby approved, and a special use permit is hereby issued to the City of Jackson, Missouri, Applicant.

Section 2. That the property set forth in Exhibit A is hereby granted a special use permit for a temporary housing unit for Jackson Fire Rescue in a C-3 Central Business District on a single lot located at 525 South Hope Street recorded with the Cape Girardeau County Recorder of Deeds in Book 401 Page 678.

Section 3. The aforesaid special use permit is subject to compliance with all ordinances of the City of Jackson.

Section 4. That included in Exhibit A are the formal findings and conclusions of the Board of Aldermen.

Section 5. That the City Clerk of the City of Jackson, Missouri, shall and is hereby directed to indicate on the "Official Zoning District Map" of the City of Jackson, Missouri, the above special use permit and the date of issuance thereof and to certify same and to keep said map on file in the office of the City Clerk and a copy displayed in City Hall, City of Jackson, Missouri; and that said City Clerk is further directed to indicate on said "Official Zoning District Map" the existence of special conditions on the use of the aforesaid property.

Section 6. Violation of the condition listed above shall result in revocation of the special use permit and/or prosecution and/or fine under the zoning ordinances.

Section 7. This special use permit is issued to the applicant and shall not be assigned or otherwise transferred by said applicant. This special use permit runs with the applicant and not the land.

Section 8. 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 9. That this ordinance shall take effect and be in force from and after its passage and approval.

FIRST READING: _____.

SECOND READING: _____.

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

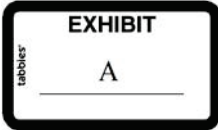
CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk



City of Jackson

CITY OF JACKSON, MISSOURI PLANNING & ZONING COMMISSION SPECIAL USE PERMIT: FINDINGS AND CONCLUSIONS

The Planning & Zoning Commission of Jackson, Missouri, hereby notifies the Board of Aldermen, the applicant, and the public of its action taken on February 7, 2024, at a regular meeting in consideration of the following:

Consider a request for a special use permit for a temporary housing unit for the Fire Department at 525 S Hope St, as submitted by the City of Jackson.

Applicant: CITY OF JACKSON
Filing Date of Application/Fee: JANUARY 22, 2024
Submission Date of Application to Commission: FEBRUARY 7, 2024
Public Hearing Date: WAIVED

In examining this consideration, the following factors were considered and found as noted:

<u>Administrative Staff Findings:</u>	<u>Yes/</u>	<u>No</u>
1. Application provided all necessary information:	<u>X</u>	<u> </u>
2. Generally conforms with City Comprehensive Plan:	<u>X</u>	<u> </u>
3. Generally conforms with Major Street Plan:	<u>X</u>	<u> </u>

<u>Planning & Zoning Commission Findings:</u>	<u>Yes</u>	<u>/No</u>
1. Creates adverse effects on adjacent property:	<u> </u>	<u>X</u>
2. Creates adverse effects on traffic movement or safety:	<u> </u>	<u>X</u>
3. Creates adverse effects on fire safety:	<u> </u>	<u>X</u>
4. Creates adverse effects on public utilities:	<u> </u>	<u>X</u>
5. Creates adverse effects on general health and welfare:	<u> </u>	<u>X</u>

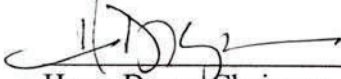
Following consideration of testimony, comments, exhibits, and file contents, the Planning & Zoning Commission duly deliberated the facts pertaining to the proposal and issued the following findings of fact and conclusions:

THE ABOVE APPLICATION IS:

- Approved**
- Disapproved**
- Approved with conditions specified below**

By a roll call of 7 ayes, nays, abstentions, and 2 absent this 7TH day of FEBRUARY 2024.

CITY OF JACKSON, MISSOURI



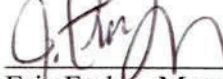
Harry Dryer, Chairman



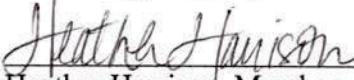
Tony Koeller, Secretary

Bill Fadler, Member

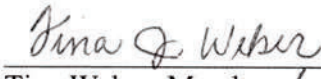
Beth Emmendorfer, Member



Eric Fraley, Member



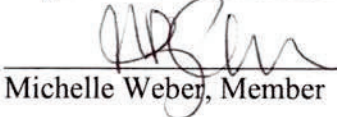
Heather Harrison, Member



Tina Weber, Member

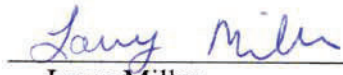


Angelia Thomas, Member



Michelle Weber, Member

ATTEST:



Larry Miller,
Building & Planning Manager



REZONING / SPECIAL USE PERMIT APPLICATION

City of Jackson, Missouri

APPLICATION DATE: 1-22-2024

TYPE OF APPLICATION: Rezoning Special Use Permit

PROPERTY ADDRESS (Other description of location if not addressed):
525 South Hope Street, Jackson MO. 63755 (Fire Station #1)

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

Property Owner Name(s): City of Jackson, Missouri
Mailing Address: 101 Court Street
City, State ZIP: Jackson, Missouri 63755

PROPOSED PROPERTY OWNERS (if property is to be transferred, name(s) in which property will be deeded):

Proposed Property Owner(s): Same
Mailing Address: _____
City, State, ZIP: _____

CONTACT PERSON HANDLING APPLICATION:

Contact Name: George L. Harris
Mailing Address: 102 Court Street
City, State ZIP: Jackson, Missouri 63755
Contact's Phone: 573-243-2045
Email Address (if used): gharris@jacksonmo.org

CURRENT ZONING: (check all that apply)

- | | |
|--|--|
| <input type="checkbox"/> R-1 (Single-Family Residential) | <input type="checkbox"/> C-1 (Local Commercial) |
| <input type="checkbox"/> R-2 (Single-Family Residential) | <input type="checkbox"/> C-2 (General Commercial) |
| <input type="checkbox"/> R-3 (One- And Two-Family Residential) | <input checked="" type="checkbox"/> C-3 (Central Business) |
| <input type="checkbox"/> R-4 (General Residential) | <input type="checkbox"/> C-4 (Planned Commercial) |
| <input type="checkbox"/> MH-1 (Mobile Home Park) | <input type="checkbox"/> I-1 (Light Industrial) |
| <input type="checkbox"/> O-1 (Professional Office) | <input type="checkbox"/> I-2 (Heavy Industrial) |
| <input type="checkbox"/> CO-1 (Enhanced Commercial Overlay) | <input type="checkbox"/> I-3 (Planned Industrial Park) |

CURRENT USE OF PROPERTY: City of Jackson Fire Station #1

PROPOSED ZONING: (check all that apply)

- | | |
|--|--|
| <input type="checkbox"/> R-1 (Single-Family Residential) | <input type="checkbox"/> C-1 (Local Commercial) |
| <input type="checkbox"/> R-2 (Single-Family Residential) | <input type="checkbox"/> C-2 (General Commercial) |
| <input type="checkbox"/> R-3 (One- And Two-Family Residential) | <input checked="" type="checkbox"/> C-3 (Central Business) |
| <input type="checkbox"/> R-4 (General Residential) | <input type="checkbox"/> C-4 (Planned Commercial) |
| <input type="checkbox"/> MH-1 (Mobile Home Park) | <input type="checkbox"/> I-1 (Light Industrial) |
| <input type="checkbox"/> O-1 (Professional Office) | <input type="checkbox"/> I-2 (Heavy Industrial) |
| <input type="checkbox"/> CO-1 (Enhanced Commercial Overlay) | <input type="checkbox"/> I-3 (Planned Industrial Park) |

PROPOSED USE OF PROPERTY: Building will be used for temporary housing of fire dept. personnel during the rehabilitation of the existing fire station #1 building.

LEGAL DESCRIPTION OF TRACT (attach a copy of the deed or other legal description):

see attached

REASON FOR REQUEST: State the reason(s) why you believe the requested use will be beneficial to the neighborhood and the City of Jackson. Attach additional page(s) as needed.

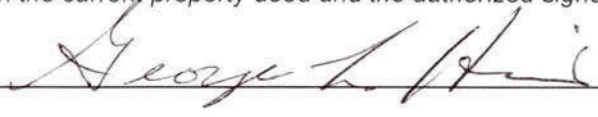
A temporary housing unit is needed to house fire fighters while fire station #1 is being rehabilitated.

DRAWINGS (FOR SPECIAL USE PERMITS ONLY): If one or more buildings or other structures are to be added to the property for a special use permit, attach a scaled plat of the tract(s) showing the location of all buildings. If any buildings are to be less than the standard minimum setbacks, include these distances on the drawing. Any approved special use permit will be based on this building layout. Changes to the layout will require a new special use permit.

SURROUNDING PROPERTY OWNERS: A map of the property location and a map and list of all owners of property within 185' of the property in question will be incorporated by the City as part of this application. The 185' distance is exclusive of right-of-ways. The City will prepare this map based on the most current tax information published by the Cape Girardeau County Assessor.

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.)*



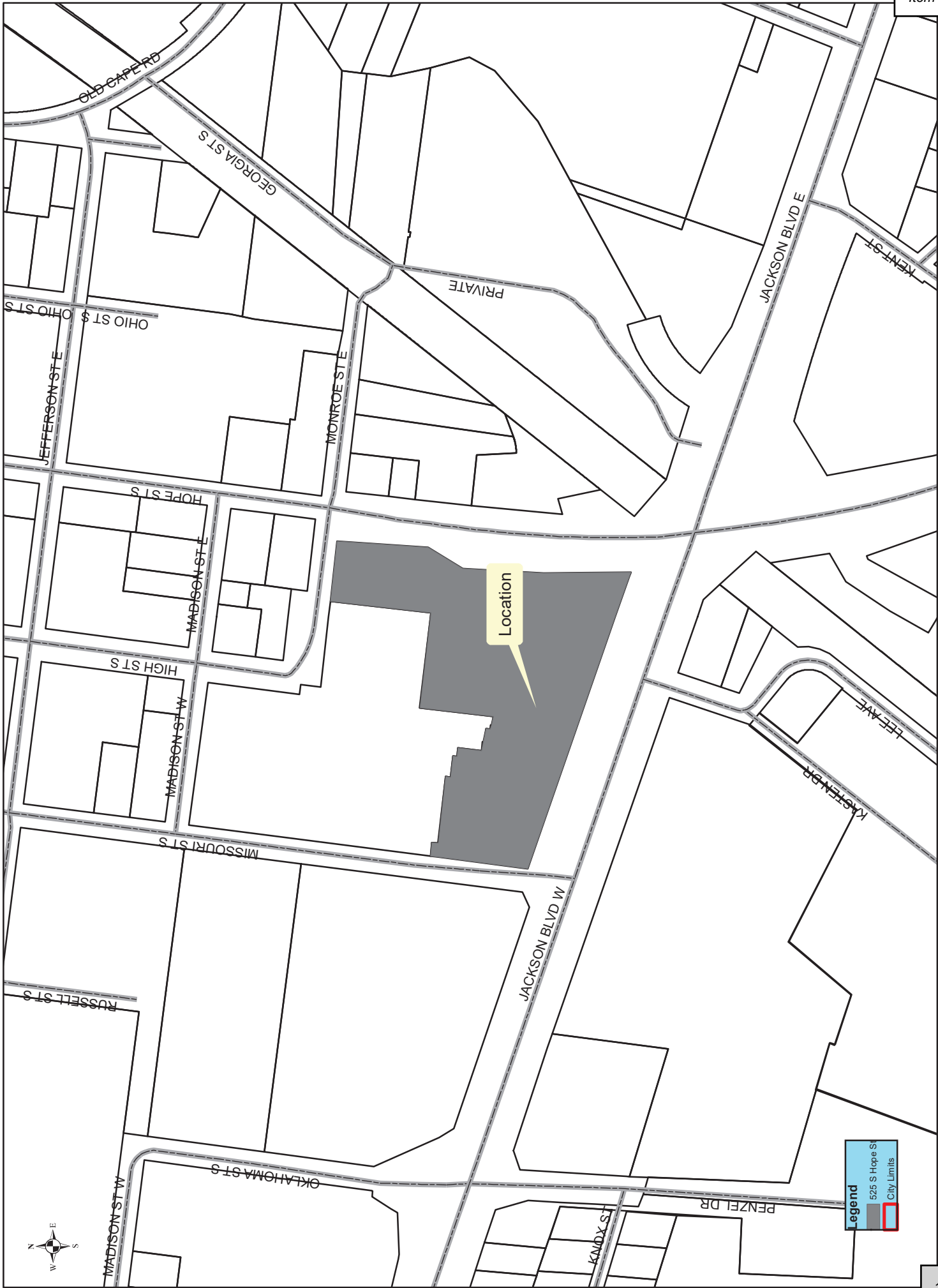
Please submit this application along with appropriate non-refundable application fee to:

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

573-243-2300 ext.29 (ph)
573-243-3322 (fax)
permits@jacksonmo.org

APPLICATION FEE: \$200.00

525 South Hope Street



Date: 1/2024
By: T Chalfin

Legend

- 525 S Hope St
- City Limits

525 South Hope Street



Legend

- 525 S Hope Buffer
- 525 S Hope St
- 525 S Hope St
- City Limits

Date: 1/2024
By: T Chalfin

QUITCLAIM DEED

BOOK 401 PAGE 678

THIS INDENTURE, made this 15th day of March, 19 79,
between the STATE OF MISSOURI, acting by and through the STATE HIGHWAY COMMISSION OF MISSOURI, party
of the first part and City of Jackson, Missouri, a Municipal Corporation

of the County of Cape Girardeau, State of Missouri, part y of the second part.

WITNESSETH, in consideration of the payment of the sum of (\$265,250.11)
TWO HUNDRED SIXTY FIVE THOUSAND, TWO HUNDRED FIFTY AND 11/100 - - - - - DOLLARS,
the receipt of which is hereby acknowledged, the said party of the first part does hereby REMISE, RELEASE, and
FOREVER QUITCLAIM to the said part y of the second part, a tract of land, lying situated and being in the County
of Cape Girardeau, State of Missouri, to-wit:

All that part of U.S.P. Survey No. 527, Township 31 North, Range 12 East, in the City
of Jackson, Missouri, described as follows:

Start at the Northeast corner of U.S.P. Survey No. 527 and run south 71°15'59" west,
1871.10 feet for the point of beginning; thence north 7°52'47" East, 208.6 feet to
the northeast corner of the City Cemetery; thence south 82°49' east, 124.8 feet to
the intersection of the south line of Monroe Street with the west right-of-way line of
Highway 61; thence south 7°55'42" west, 187.42 feet, thence south 32°21'45" west
84.55 feet; thence with the arc of 2°24'39" curve to the left (said curve having a
long chord length of 340.57 feet and a bearing of S. 3°49'19" W.) for a distance of
166.76 feet to a point 85.0 feet westerly of and radial to Route 61 centerline Station
41+70; thence continuing left on the arc of said 2°24'39" curve for a distance of 174.24
feet to a point 85.0 feet westerly of and radial to Route 61 centerline Station 43+40.6,
said last point also being at right angles to and 100.0 feet northerly of and at right
angles to Route 72 centerline Station 675+69.1; thence N. 70°27' W. along the northerly
right-of-way line of Route 72 a distance of 150.6 feet to a point 100' northerly of and
at right angles to Route 72 centerline Station 674+18.5; thence N 70°27' W. along said
right-of-way line 470.97 feet; thence north 4°06' east, 196.2 feet; thence south 45°25'
east, 267.65 feet; thence south 17°04' west, 50.0 feet; thence with the arc of a 7°40'
curve to the left (said last curve has a chord bearing of S. 76°42'06" E.) for a distance
of 92.75 feet along the center of old mill switch as abandoned; thence north 7°52'47"
east, 288.90 feet; thence south 82°49' east, 210.0 feet to the point of beginning,
containing 3.83 acres, more or less.

Grantor specifically reserves all abutters' rights of direct access to the rights-of-way
and roadways of Route 61 between Station 41+70 and Station 43+40.6 and Route 72(34)
between Station 674+18.5 and Station 675+69.1 as said centerline Stations are identified
and referenced herein.

Subject to all easements of record and all public utility facilities as now located.

STATE OF MISSOURI }
County of Cape Girardeau, } SS.

In the Recorder's Office

I, JANET ROBERT, Recorder of Said County, do hereby certify that the within instrument of writing was, at 1 o'clock and 42 minutes P. M., on the 10th day of September, A. D., 19 82 duly filed for record in my office, and is recorded in the records of this office, in book 401 at page 678.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jackson, Mo., the date first above written.

By _____, Deputy

Janet Robert
JANET ROBERT Recorder

*City of Jackson
Cape Girardeau, Mo.*

*Old file
#7.00
1.000000*

Filed for Record
SEP 10 1982
JANET ROBERT, RECORDER
CAPE GIRARDEAU COUNTY
JACKSON, MO.