



**CITY OF JACKSON**  
**MAYOR & BOARD OF ALDERMEN REGULAR MEETING**

**Monday, March 20, 2023 at 6:00 PM**  
**Board Chambers, City Hall, 101 Court St.**

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**AGENDA**

**CALL TO ORDER**

**INTRODUCTION OF GUESTS/VISITORS**

**ADOPTION OF AGENDA**

1. Motion adopting the Regular Meeting Agenda.

**PUBLIC HEARINGS**

2. Hearing to consider a text amendment to Chapter 65 (Zoning) regarding the addition of provisions for comprehensive (including recreational) marijuana dispensaries, cultivation facilities, manufacturing facilities, testing facilities, transportation/storage facilities, and consumption lounges in specific zoning districts.

**APPROVAL OF MINUTES**

3. Motion approving the Minutes of the Regular Meeting of March 6, 2023.

**FINANCIAL AFFAIRS**

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

**ACTION ITEMS**

**Power, Light, and Water Committee**

7. Motion accepting the proposal of Squeaky Clean Cleaning Service LLC, of Jackson, Missouri, and extending a contractual agreement for an additional one-year term, relative to the Police Station Janitorial Services Program.
8. Motion approving Change Order No. 1, in the amount of \$332.00, to Cape Paint & Glass, Inc., of Cape Girardeau, Missouri, relative to the Jackson Civic Center Assisted Door Opener Project.
9. Bill proposing an Ordinance authorizing a contractual agreement with the Missouri Department of Public Safety, relative to grant funding for fire protection/service activities, under the 2023 American Rescue Plan Act State and Local Fiscal Recovery Funds Fire Protection Grant.

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

10. Motion setting a public hearing for Monday, April 17, 2023, at 6:00 p.m., to consider a text amendment to Chapter 65 (Zoning) regarding the addition of provisions for defining and limiting tiny houses.
- [11.](#) Motion approving Task Order Authorization No. 23-06, in the amount of \$94,313.03, to Bacon Farmer Workman Engineering & Testing, Inc., of Cape Girardeau, Missouri, relative to providing engineering services under the East Main Street Sidewalk Connection Project.
- [12.](#) Bill proposing an Ordinance approving a contractual agreement with Bacon Farmer Workman Engineering & Testing, Inc., of Cape Girardeau, Missouri, relative to providing engineering services under the East Main Street Sidewalk Connection Project.
- [13.](#) Motion accepting the bid in the amount of \$248,763.60, from Mike Light Cement Finishing, Inc., of Perryville, Missouri, relative to the 2023 Concrete Pavement Improvement Program.
- [14.](#) Bill proposing an Ordinance authorizing a contractual agreement with Mike Light Cement Finishing, Inc., relative to the 2023 Concrete Pavement Improvement Program.
- [15.](#) Bill proposing an Ordinance approving a text amendment to Chapter 65 (Zoning) regarding the addition of provisions for comprehensive (including recreational) marijuana dispensaries, cultivation facilities, manufacturing facilities, testing facilities, transportation/storage facilities, and consumption lounges in specific zoning districts.

## **NON-AGENDA CITIZEN INPUT**

### **INFORMATION ITEMS**

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

### **EXECUTIVE SESSION**

*Motion to have executive session. Litigation, personnel, and purchase of property. Authority is Section 610.021 and 610.022, Revised Statutes of Missouri, as amended.*

### **ADJOURN**

Posted on 03/17/2023 at 04:00 PM.





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**MINUTES**

**WHEREAS**, the City of Jackson, Missouri (the "City"), desires to issue approximately \$3,500,000 principal amount of Combined Waterworks and Sewerage System Revenue Bonds (the "Bonds") for the purpose of acquiring, constructing, extending and improving the waterworks distribution system and improving the City's water treatment facilities (collectively, the "Project"); and

**WHEREAS**, the City desires to authorize Piper Sandler & Co., as financial advisor (the "Financial Advisor"), to advise and assist the City in structuring the Bonds and to solicit banks and other purchasers for the Bonds; and

**WHEREAS**, the City desires to authorize Gilmore & Bell, P.C., as bond counsel ("Bond Counsel"), to proceed with the preparation of all legal proceedings and documents necessary for the issuance, sale and delivery of the Bonds.

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

**Section 1.** The Board of Aldermen hereby declares the intent of the City to issue the Bonds in a principal amount of approximately \$3,500,000 to provide funds to finance the costs of the Project and the issuance of the Bonds.

**Section 2.** The City hereby authorizes the Financial Advisor to proceed with structuring the Bonds and authorizes Bond Counsel to proceed with the preparation of all legal proceedings necessary for the issuance, sale and delivery of the Bonds. The Board of Aldermen hereby declares its intent to adopt an ordinance authorizing the issuance of the Bonds and approving the terms thereof.

**Section 3.** The Mayor and other officers and representatives of the City are hereby authorized and directed to take such other action as may be necessary to carry out the offering for sale of the Bonds.

**Section 4.** This Resolution shall be in full force and effect from and after its passage by the Board of Aldermen.

**PASSED AND APPROVED** by the Board of Aldermen this 6th day of March, 2023, by a vote of

8 ayes, 0 nays, 0 abstentions and 0 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)  
 Mayor

ATTEST:

Liza Walker (signed)  
 City Clerk

Motion made by Alderman Reiminger, seconded by Alderman Kimbel, to declare the intent of the City of Jackson, Missouri, to proceed with the issuance of Combined Waterworks and Sewerage System Revenue Bonds. Ayes-8; Nays-0; Absent-0.

Motion to Accept a Quote from )  
 Shawnee Electric Contractors, Inc., )  
 Relative to the Jackson Civic Center )  
 Assisted Door Opener Project )



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**MINUTES**

Motion made by Alderman Reiminger, seconded by Alderman Sander, to accept a quote from Shawnee Electric Contractors, Inc., of Cape Girardeau, Missouri, in the amount of \$1,821.00, relative to the Jackson Civic Center Assisted Door Opener Project. Ayes-8; Nays-0; Absent-0.

Ordinance No. 23-16 Re: To Authorize a)  
 Contractual Agreement with Shawnee )  
 Electric Contractors, Inc., relative to the )  
 Jackson Civic Center Assisted Door )  
 Opener Project )

The matter of authorizing a contractual agreement with Shawnee Electric Contractors, Inc., of Cape Girardeau, Missouri, relative to the Jackson Civic Center Assisted Door Opener Project, came on for consideration. Alderman Reiminger introduced Bill No. 23-16, 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 SHAWNEE ELECTRIC CONTRACTORS, INC., OF CAPE GIRARDEAU, MISSOURI, RELATIVE TO THE JACKSON CIVIC CENTER ASSISTED DOOR OPENER PROJECT; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.**

Motion made by Alderman Reiminger, seconded by Alderman Seabaugh, Bill No. 23-16 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 Alderman Reiminger, seconded by Alderman Seabaugh, Bill No. 23-16 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. 23-16 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Hitt-aye; Alderman Sander-aye; Alderman Baker-aye; Alderwoman Young-aye; Alderman Reiminger-aye; Alderman Kimbel-aye; Alderman Seabaugh-aye; and Alderwoman Liley-aye.

**BILL NO. 23-16**

**ORDINANCE NO. 23-16**

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND SHAWNEE ELECTRIC CONTRACTORS, INC., OF CAPE GIRARDEAU, MISSOURI, RELATIVE TO THE JACKSON CIVIC CENTER ASSISTED DOOR OPENER 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:





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**MINUTES**

Ordinance No. 23-17 Re: To Authorize a )  
 Contractual Agreement with Cape Paint )  
 & Glass, Inc., relative to the Jackson )  
 Civic Center Assisted Door Opener )  
 Project )

The matter of authorizing a contractual agreement with Cape Paint & Glass, Inc., of Cape Girardeau, Missouri, relative to the Jackson Civic Center Assisted Door Opener Project, came on for consideration. Alderman Reiminger introduced Bill No. 23-17, 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 CAPE PAINT & GLASS, INC., OF CAPE GIRARDEAU, MISSOURI, RELATIVE TO THE JACKSON CIVIC CENTER ASSISTED DOOR OPENER PROJECT; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.**

Motion made by Alderman Reiminger, seconded by Alderman Sander, Bill No. 23-17 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 Alderman Reiminger, seconded by Alderman Sander, Bill No. 23-17 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. 23-17 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderwoman Liley-aye; Alderman Sander-aye; Alderman Baker-aye; Alderwoman Young-aye; Alderman Reiminger-aye; Alderman Kimbel-aye; Alderman Seabaugh-aye; and Alderman Hitt-aye.

**BILL NO. 23-17**

**ORDINANCE NO. 23-17**

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND CAPE PAINT & GLASS, INC., OF CAPE GIRARDEAU, MISSOURI, RELATIVE TO THE JACKSON CIVIC CENTER ASSISTED DOOR OPENER 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 **Cape Paint & Glass, Inc., of Cape**





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**Girardeau, Missouri.** It is the belief of the Mayor and Board of Aldermen that it is in the best interest of the citizens of the City of Jackson, Missouri, that the City enters into said contract.

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

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

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

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

FIRST READING: March 6, 2023.

SECOND READING: March 6, 2023.

PASSED AND APPROVED this 6th day of March, 2023, by a vote of 8 ayes, 0 nays, 0 abstentions and 0 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)  
Mayor

ATTEST:

Liza Walker (signed)  
City Clerk

Motion to Approve a City of Jackson )  
 Merchant Application with CSG Forte )  
 Payments, Inc., for Payment )  
 Processing Services through CivicRec )

Motion made by Alderwoman Liley, seconded by Alderman Baker, to approve a City of Jackson merchant application with CSG Forte Payments, Inc., of Allen, Texas, for payment processing services through a CivicPlus application, CivicRec. Ayes-8; Nays-0; Absent-0.

Motion to Approve the Preliminary Plat )  
 of Orchard Place Subdivision, as )  
 submitted by The Villas of West Park, )  
 LLC )





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Motion made by Alderwoman Liley, seconded by Alderman Hitt, to approve the Preliminary Plat of Orchard Place Subdivision, as submitted by The Villas of West Park, LLC. Ayes-8; Nays-0; Absent-0.

Ordinance No. 23-18 Re: To Amend the )  
 "Handicapped Parking Designated )  
 Schedule" – Schedule XVII, by )  
 Establishing a Designation on Daisy )  
 Avenue )

The matter of amending the "Handicapped Parking Designated Schedule" – Schedule XVII, by establishing a designation on Daisy Avenue, came on for consideration. Alderwoman Liley introduced Bill No. 23-18, 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 ADDING THERETO CERTAIN HANDICAPPED PARKING DESIGNATIONS.**

Motion made by Alderwoman Liley, seconded by Alderwoman Young, Bill No. 23-18 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 Alderwoman Young, Bill No. 23-18 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. 23-18 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Baker-aye; Alderwoman Young-aye; Alderman Sander-aye; Alderman Reiminger-aye; Alderman Hitt-aye; Alderman Kimbel-aye; Alderman Seabaugh-aye; and Alderwoman Liley-aye.

**BILL NO. 23-18**

**ORDINANCE NO. 23-18**

**AN ORDINANCE AMENDING THE "HANDICAPPED PARKING DESIGNATED SCHEDULE, SCHEDULE XVII," PASSED AND APPROVED THE 18TH DAY OF NOVEMBER, 1985, BY ADDING THERETO 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 18<sup>th</sup> day of November, 1985, is hereby amended by adding thereto the following new handicapped parking designations:

**DAISY AVENUE:** On Daisy Avenue, beginning 81 feet south of Dallas Street to the start of the first handicapped parking spot on the east curbside; then beginning 121 feet south of Dallas Street to the start of the second handicapped parking spot on the east curbside.

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



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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 6, 2023.

SECOND READING: March 6, 2023.

PASSED AND APPROVED this 6th day of March, 2023, by a vote of 8 ayes, 0 nays, 0 abstentions, and 0 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)  
 Mayor

ATTEST:

Liza Walker (signed)  
 City Clerk

Ordinance No. 23-19 Re: To Authorize a )  
 Contractual Agreement with Southeast )  
 Missouri Pets, relative to Providing )  
 Services to the City of Jackson )

The matter of authorizing a contractual agreement with Southeast Missouri Pets, of Cape Girardeau, Missouri, relative to providing services to the City of Jackson, came on for consideration. Alderwoman Liley introduced Bill No. 23-19, 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 SOUTHEAST MISSOURI PETS, OF CAPE**



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***GIRARDEAU, MISSOURI, RELATIVE TO PROVIDING SERVICES TO THE CITY OF JACKSON; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.***

Motion made by Alderwoman Liley, seconded by Alderman Baker, Bill No. 23-19 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 Baker, Bill No. 23-19 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. 23-19 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Reiminger-aye; Alderman Hitt-aye; Alderman Seabaugh-aye; Alderwoman Young-aye; Alderman Baker-aye; Alderman Kimbel-aye; Alderman Sander-aye; and Alderwoman Liley-aye.

**BILL NO. 23-19**

**ORDINANCE NO. 23-19**

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *SOUTHEAST MISSOURI PETS, OF CAPE GIRARDEAU, MISSOURI, RELATIVE TO PROVIDING SERVICES TO THE CITY OF JACKSON; 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 **Southeast Missouri Pets, of Cape Girardeau, Missouri**. It is the belief of the Mayor and Board of Aldermen that it is in the best interest of the citizens of the City of Jackson, Missouri, that the City enters into said contract.

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

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

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



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

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

FIRST READING: March 6, 2023.

SECOND READING: March 6, 2023.

PASSED AND APPROVED this 6th day of March, 2023, by a vote of 8 ayes, 0 nays, 0 abstentions and 0 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)  
Mayor

ATTEST:

Liza Walker (signed)  
City Clerk

Mr. Joe Brice to Bring Concerns to the )  
Board of Aldermen

Now comes forth Mr. Joe Brice to distribute a handout with photos of areas of concern in Jackson to the Mayor and Board of Aldermen. Mr. Brice thanks the Board for the approval of the contracts for the assisted door opener at the Civic Center. The concerns presented include no handicapped parking spaces in the parking lot across from the Ground-a-bout, issues in the asphalt coming off of the new bridge in the park, lack of lighting at the bridge over Goose Creek on East Main Street, and the need for a flashing light at the entrance of the KC Hall on Highway 61.

City Administrator James Roach )  
requests Closed Session )

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

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

Meeting concludes at 6:30 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 real estate in accordance with Section 610.021(2) RSMo and that the meeting will stand adjourned upon the adjournment of the closed session. On roll call: Alderman Seabaugh-aye; Alderman Sander-aye; Alderwoman Liley-aye; Alderman Kimbel-aye; Alderwoman Young-aye; Alderman Reiminger-aye; Alderman Hitt-aye; and Alderman Baker-aye. Ayes-8; Nays-0; Absent-0.



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**MINUTES**

**ATTEST:**

\_\_\_\_\_  
**Mayor**

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

## CITY COLLECTOR'S REPORT FOR FEBRUARY 2023

DESCRIPTION	ELECTRIC FUND	WATER FUND	WASTEWATER FUND	LANDFILL FUND	GEN. REV. FUND	TOTAL
Service Charges	1,409,699.69	263,654.37	218,047.25	61,063.49	-	1,952,464.80
Penalties	5,727.58	1,361.63	1,116.83	303.58	-	8,509.62
Sales Tax	38,996.70	8,004.43	-	-	-	47,001.13
Disconnect Fees	2,300.00	-	-	-	-	2,300.00
Returned Transaction Fees	510.00	-	-	-	-	510.00
Customer Relocation Fees	-	-	-	-	175.00	175.00
Trash Stickers	-	-	-	1,247.48	-	1,247.48
<b>UTILITY COLLECTIONS</b>	<b>1,457,233.97</b>	<b>273,020.43</b>	<b>219,164.08</b>	<b>62,614.55</b>	<b>175.00</b>	<b>2,012,208.03</b>
Adjustments - Services	-	-	-	-	-	-
Adjustments - Penalties	-	-	-	-	-	-
Adjustments - Taxes	-	-	-	-	-	-
Adjustments - Service Fees	-	-	-	-	-	-
<b>NET UTILITY COLLECTIONS</b>	<b>1,457,233.97</b>	<b>273,020.43</b>	<b>219,164.08</b>	<b>62,614.55</b>	<b>175.00</b>	<b>2,012,208.03</b>
Business/Contractor Licenses	-	-	-	-	1,435.00	1,435.00
Event Fees/Misc. Charges	-	-	-	-	-	-
<b>NON-UTILITY COLLECTIONS</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,435.00</b>	<b>1,435.00</b>
Misc. Adjustments	-	-	-	-	-	-
Interest on Collector's bank account	-	-	-	-	-	107.56
Cash in bank	-	-	-	-	-	2,013,750.59
Missouri Sales Tax payment	(38,996.70)	(8,004.43)	-	-	-	(47,001.13)
<b>TO CITY TREASURER</b>					<b>\$</b>	<b>1,966,749.46</b>

Respectfully Submitted,



City Collector



## **CITY CLERK'S REPORT FOR THE MONTH OF FEBRUARY, 2023**

### **ELECTRIC**

Sale of Merchandise	0.00	
Cable TV Pole Rental	0.00	
Electric Meters	1,765.00	
Electric Service Lines	1,600.00	
Returned Check Fees	0.00	
URD Services	41,879.88	
Sales Tax Commission	910.52	
Labor and Equipment Use	0.00	
Miscellaneous-Scrap Metal	<u>0.00</u>	
TOTAL		46,155.40

### **CEMETERY**

Sale of Lots	5,000.00	
Sale of Niches	0.00	
Grave Openings	5,850.00	
Niche Openings	0.00	
Weekend/Holiday Grave Openings/Inurnments	75.00	
Disinterments/Disinurnments	<u>0.00</u>	
TOTAL		10,925.00

### **WATER & SEWER**

#### **WATER**

Water Taps & Water Meters	2,345.00	
Sale of Merchandise	0.00	
Miscellaneous-Scrap Metal	<u>0.00</u>	
TOTAL		2,345.00

#### **WASTEWATER**

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

### **GENERAL REVENUE**

Building Permits	1,547.80	
Electric Permits	320.00	
Gas Permits	231.09	
Plumbing/Sewer Permits	280.00	
Sewer Tap Permits	540.00	
Public Hearing & Plat Recording	0.00	
Stormwater Review Fees	175.00	
Street Repair or Mowing	0.00	
Gas Franchise	30,661.85	
Sale of Merchandise	0.00	
Community Room	0.00	
Cable TV Franchise	0.00	
Copies	694.10	
Telephone Franchise Fees	43,779.99	
Fire Cost Recovery	1,314.80	
Court Fines	0.00	
Court Costs	0.00	
Fingerprint Fee	0.00	
Court Postage	0.00	
Court Warrant Fees	0.00	
Crime Victims Compensation	0.00	
Interest Earned	0.00	
Jail Expense Reimbursement	0.00	
Cell Tower Rental	1,058.00	
Health Insurance Reimbursement	145.72	
Street Repair or Scrap Metal	<u>0.00</u>	
TOTAL		80,748.35



**INMATE SECURITY FUND**

Inmate Security Court Costs	0.00	
TOTAL		0.00

**PARK**

Misc. Park Rentals	0.00	
Ballfield Rentals	40.00	
Pavilion Rentals	325.00	
TOTAL		365.00

**TRUST & AGENCY**

July 4th Receipts	0.00	
Farmers Market Fees	0.00	
TOTAL		0.00

**PARK FOUNDATION**

Donations	500.00	
Civic Center Donations	0.00	
TOTAL		500.00

**RECREATIONAL DEVELOPMENT**

Pool Concession Receipts	0.00	
Swimming Pool Gate Receipts	0.00	
Softball Entry Fees	4,010.00	
Softball Sponsor Fees	1,600.00	
Softball Tournament Fees	0.00	
Reimb./Donations/Special Events	2,500.00	
Baseball Concessions	0.00	
Baseball Entry Fees	9,200.00	
Baseball Sponsor Fees	1,400.00	
TOTAL		18,710.00

**LANDFILL**

Refuse Collections	0.00	
Recyclables	740.67	
E-Cycle TV/Monitor Fees	745.00	
Royalties	10,500.00	
TOTAL		11,985.67

**RECREATIONAL SALES TAX FUND**

Civic Center Rentals	9,545.45	
Civic Center Programs	949.00	
Civic Center Membership Fees	27.00	
Civic Center Entry Fees	1,193.50	
Civic Center Concessions	295.00	
TOTAL		12,009.95

**HEALTH INSURANCE FUND**

Health Insurance Reimbursement	1,177.00	
TOTAL		1,177.00

**STORMWATER FUND**

Stormwater Credit	0.00	
Stormwater Maintenance	1,298.70	
TOTAL		1,298.70

**TRANSPORTATION SALES TAX**

Rent - Donna Drive Extension	305.53	
TOTAL		305.53

REPORT TOTAL		\$186,525.60
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# ***Water & Light Deposit Accounts***

FEBRUARY, 2023

<b>Beginning Balance February 1, 2023:</b>	\$277,550.13
<b>TOTAL DEPOSITS</b>	\$16,505.90
<b>TOTAL REFUNDS</b>	\$12,661.43
<b>Ending Balance February 28, 2023:</b>	\$281,394.60

*Balance Consists of :*

Checking Account for US Bank	\$71,394.60
Investments	\$210,000.00
	<hr/>
	<b>\$281,394.60</b>

## CITY TREASURER'S REPORT FOR FEBRUARY, 2023

Item 6.

FUND	FUND BALANCES 02-01-2023	RECEIPTS	TRANSFER OF FUNDS	DISBURSEMENTS	FUND BALANCES 02-28-2023	INVESTMENTS	CASH BALANCE 02-28-2023
<b>ELECTRIC FUND</b>							
Operation & Maintenance	-	1,499,663.06	(438,687.69)	1,060,975.37	-	-	-
Electric Surplus	4,929,467.93	-	415,831.16	31,850.64	5,313,448.45	3,850,000.00	1,463,448.45
Electric Capital Projects Fund	6,922,045.96	-	-	752,320.10	6,169,725.86	6,012,000.00	157,725.86
<b>General Revenue</b>	1,811,617.76	633,360.97	(82,875.00)	679,226.03	1,682,877.70	1,050,000.00	632,877.70
<b>Landfill Fund</b>	463,741.60	74,603.66	(6,077.35)	41,061.90	491,206.01	245,000.00	246,206.01
<b>City Park Fund</b>	243,514.54	38,474.28	(5,801.06)	33,211.90	242,975.86	-	242,975.86
<b>Public Park Foundation Fund</b>	116,845.77	500.00	2,500.00	-	119,845.77	-	119,845.77
<b>Cemetery Fund</b>	981,903.72	34,390.60	(5,258.96)	16,704.36	994,331.00	299,000.00	695,331.00
<b>Band Fund</b>	9.25	23,465.60	(3,094.00)	20,085.70	295.15	-	295.15
<b>Stormwater Maintenance Fund</b>	282,717.62	1,298.70	-	-	284,016.32	61,000.00	223,016.32
<b>ARPA Fund</b>	2,862,864.26	225.75	-	13,877.01	2,849,213.00	2,500,000.00	349,213.00
<b>Road Use Tax Fund</b>	1,009,586.27	64,405.24	(19,166.66)	-	1,054,824.85	1,025,000.00	29,824.85
<b>Sales Tax Fund</b>	4,106,789.30	253,744.43	(1,050,000.00)	5,907.50	3,304,626.23	3,298,940.60	5,685.63
<b>Fire Protection Sales Tax Fund</b>	58,463.94	60,994.56	-	-	119,458.50	-	119,458.50
<b>Recreation Sales Tax</b>	258,126.40	73,004.57	(63,787.55)	30,038.81	237,304.61	-	237,304.61
<b>Public Safety Sales Tax</b>	111,256.55	121,989.06	-	-	233,245.61	-	233,245.61
<b>Trust and Agency Fund</b>	1,034,504.34	875.79	17,571.25	15,192.71	1,037,758.67	920,000.00	117,758.67
<b>Recreational Development</b>	34,589.49	18,710.00	60,500.00	68,532.45	45,267.04	-	45,267.04
<b>Transportation Sales Tax</b>	1,537,874.54	122,294.58	-	337,759.25	1,322,409.87	1,320,000.00	2,409.87
<b>I-55 Corridor Special Alloc.</b>	697.20	565.35	-	-	1,262.55	-	1,262.55
<b>Capital Projects Construction</b>	-	-	550,000.00	-	550,000.00	-	550,000.00
<b>Economic Development Reserve</b>	-	-	500,000.00	-	500,000.00	-	500,000.00
<b>CDBG Grant Fund</b>	-	-	-	-	-	-	-
<b>Health Insurance Fund</b>	657,172.75	1,177.00	147,507.13	80,299.43	725,557.45	-	725,557.45
<b>Inmate Security Fund</b>	15,599.62	77.50	-	-	15,677.12	-	15,677.12
<b>Equitable Sharing Fund</b>	3,617.07	-	-	-	3,617.07	-	3,617.07
<b>WATER &amp; SEWER FUND</b>							
Water Operation & Maint.	-	279,518.83	(198,404.18)	81,114.65	-	-	-
Water Replacement	725,656.55	-	3,510.08	-	729,166.63	715,000.00	14,166.63
Water & Sewer Revenue Bond	286,988.23	-	193,663.82	3,363.00	477,289.05	250,000.00	227,289.05
Water & Sewer Deprec. Res.	30,000.00	-	-	-	30,000.00	30,000.00	-
Water & Sewer Bond Reserve	50,000.00	-	-	-	50,000.00	50,000.00	-
Water & Sewer Contingent	30,000.00	-	-	-	30,000.00	30,000.00	-
Water & Sewer Surplus	9,644,497.36	1,009.82	146,033.43	460,817.07	9,330,723.54	8,358,212.18	972,511.36
Wastewater Operation & Maint.	-	219,837.30	(166,964.42)	52,872.88	-	-	-
Wastewater Replacement	1,094,368.74	-	-	16,710.00	1,077,658.74	649,587.64	428,071.10
<b>W &amp; S Construction Fund</b>	906,731.11	-	3,000.00	20,134.62	889,596.49	200,000.00	689,596.49
<b>TOTALS</b>	40,211,247.87	3,524,186.65	-	3,822,055.38	39,913,379.14	30,863,740.42	9,049,638.72

Respectfully Submitted,

Cash on Hand	1,475.00
General Account	7,077,797.19
Collectors Account	1,966,749.46
Equitable Sharing Fund	3,617.07

Liza Walker, City Clerk/Treasurer (signed)

TOTAL	9,049,638.72
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# Squeaky Clean Cleaning Service

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March 13<sup>th</sup> 2023

To whom it may concern.

Squeaky Clean Cleaning Service is very happy to continue with the cleaning at the Jackson Police Station.

We will continue cleaning for another Year at the same monthly price that you have been paying (\$1483.50) June 1st 2023- June 1st 2024 After this date we will have to take a look on a small increase due to the high cost of supplies.

Thank you for your business we look forward to keeping you with Squeaky Clean Cleaning.

Judy Steck

Squeaky Clean Cleaning Service



We Can Do It!



# City of Jackson

## CHANGE ORDER

Cape Paint & Glass, Inc

Name of Contractor

15 N. Middle St.

Contractor Address

Civic Center Assisted Door Opener

Project Name

Change Order No. 1

Cape Girardeau, MO 63701

City/State/Zip

3/9/2023

Date

Description: ☐ See Attachments

CHANGE IN CONTRACT PRICE		CHANGE IN CONTRACT TIME	
Original Contract Price:	\$ 5,896.00	Original Contract End Date:	September 5, 2023
Previous Change Orders:	\$ 0.00	Net Change from Previous Change Orders:	0
Contract Price prior to this Change Order:	\$ 5,896.00	Contract End Date prior to this Change Order:	September 5, 2023
Net Increase (Decrease) of this Change Order:	\$ 332.00	Net Increase (Decrease) of this Change Order:	0
Contract Price with all approved Change Orders:	\$ 6,228.00	Contract End Date with all approved Change Orders:	September 5, 2023

Recommended By:

*Chris Eastridge*

Chris Eastridge, Civic Center Manager

3/10/23

Date

Authorized By:

Mayor, City of Jackson

Date

Accepted By:

*MICHAEL DANNENMUELLER*

Contractor Auth. Representative

3/10/23

Date



# City of Jackson

March 14, 2023

**Subject: ARPA Fire Protection Grant**

Dear Mayor and Board of Aldermen,

Fire agencies throughout the state were given an opportunity to apply for a 50/50 matching grant through the Missouri Department of Public Safety for up to \$40,000. We have wanted to expand our current personal protective equipment to include a set of dual-purpose gear that can be used for vehicle extrications, as well as technical rescue and natural cover fires. It has been cost prohibitive in the past to outfit all our personnel in this dual-purpose gear, so personnel instead have worn their PPE for structural firefighting. So, with funding from this grant, we will be able to purchase a set of dual-purpose gear for all personnel and use an existing line item for firefighting PPE for the match. The benefit of having the dual-purpose gear is to save additional wear and tear on firefighting turnout gear which is four times the cost, as well as reducing the weight to the personnel and elimination of the thermal barrier by utilizing the dual-purpose gear during these events.

We did receive word that the grant was approved and we are asking for approval to allow the mayor to sign the appropriate paperwork to accept this grant award.

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

Sincerely,

Jason Mouser  
Fire Chief  
Jackson Fire Rescue  
503 S. Hope St.  
Jackson, MO 63755

BILL NO. 23-\_\_

ORDINANCE NO. 23-\_\_

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND THE MISSOURI DEPARTMENT OF PUBLIC SAFETY, OF JEFFERSON CITY, MISSOURI, RELATIVE TO THE SFY 2023 AMERICAN RESCUE PLAN ACT (ARPA) STATE AND LOCAL FISCAL RECOVERY FUNDS (SLFRF) FIRE PROTECTION GRANT (FPG); 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 **Missouri Department of Public Safety, of Jefferson City, 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 20, 2023.

SECOND READING: March 20, 2023.

PASSED AND APPROVED this 20th day of March, 2023, by a vote of \_ ayes, \_ nays, \_ abstentions and \_ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

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

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

**MICHAEL L. PARSON**  
Governor

**SANDRA K. KARSTEN**  
Director



Lewis & Clark State Office Bldg.  
Mailing Address: P.O. Box 749  
Jefferson City, MO 65101-0749  
Telephone: 573-751-4905  
Fax: 573-751-5399

STATE OF MISSOURI  
**DEPARTMENT OF PUBLIC SAFETY**  
**OFFICE OF THE DIRECTOR**

March 1, 2023

Mr. Dwain Hahs  
City of Jackson Emergency Management Agency  
503 S. Hope  
Jackson, MO 63755

RE: SFY 2023 American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF)  
Fire Protection Grant (FPG)  
Award #SLFRP4542-FPG108

Dear Mr. Hahs:

Thank you for your recent application submission to the SFY 2023 American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF) Fire Protection Grant (FPG). Your application has been selected for funding in the amount of \$20,000.00. As a condition of the award, you are required to contribute a cost match in the amount of \$20,000.00 of non-Federal funds, or fifty (50) percent of the total approved project costs of \$40,000.00. Please note, total projects costs may exceed the amount listed in this letter as the maximum amount of cost match required to receive the maximum award is \$20,000.00.

Enclosed is the SFY 2023 ARPA SLFRF FPG Subaward Agreement for City of Jackson Emergency Management Agency. The Missouri Department of Public Safety asks you to carefully review and sign the documentation provided. By signing the Subaward Agreement and initialing each page of the Articles of Agreement and Special Conditions you are certifying your acceptance of the award conditions. Once signed and initialed, please return the documents to our office no later than April 1, 2023.

The project period of performance for this award begins December 1, 2022 and ends June 30, 2026.

A risk assessment for this award was completed in accordance with requirements from 2 CFR 200.332. City of Jackson Emergency Management Agency received a total score of seven (7), which classifies the agency as a low risk subrecipient of noncompliance with the SFY 2023 ARPA SLFRF FPG.

We look forward to working with you on this award. Should you have any questions or need additional information, do not hesitate to contact Joanne Talleur at (573) 522-2851 or [Joanne.Talleur@dps.mo.gov](mailto:Joanne.Talleur@dps.mo.gov).

Sincerely,

A handwritten signature in black ink, reading "Joni McCarter". The signature is fluid and cursive, with the first name "Joni" and last name "McCarter" clearly legible.

Joni McCarter, Program Manager  
Missouri Department of Public Safety  
Office of Homeland Security

Attachment(s): Subaward Agreement  
Articles of Agreement/Special Conditions



**Missouri Department of Public Safety**  
**Office of Homeland Security**  
**Division of Grants**  
P.O. Box 749, Jefferson City, MO 65101  
Telephone: 573-526-6125 Fax: 573-526-9012

## SUBAWARD AGREEMENT

DATE 03/01/2023	
FEDERAL IDENTIFICATION NUMBER SLFRP4542	OHS CONTROL NUMBER FPG108
UEI NUMBER QS1DQ1PGMJD5	

SUBRECIPIENT NAME City of Jackson Emergency Management Agency		FEDERAL AWARD DATE 05/10/2021	
ADDRESS 503 S Hope			
CITY Jackson	STATE MO	ZIP CODE 63755	
TOTAL AMOUNT OF THE FEDERAL AWARD \$40,000.00		AMOUNT OF FEDERAL FUNDS OBLIGATED BY THIS ACTION \$20,000.00	
TOTAL AMOUNT OF FEDERAL FUNDS OBLIGATED TO THE SUBRECIPIENT \$20,000.00		TOTAL APPROVED COST SHARING OR MATCHING \$20,000.00	
PROJECT PERIOD FROM 12/1/2022	PROJECT PERIOD TO 06/30/2026	FEDERAL AWARD DATE 05/10/2021	
PROJECT TITLE SFY23 ARPA FPG – City of Jackson Emergency Management Agency		FUNDED BY American Rescue Plan Act	
FEDERAL AWARDOING AGENCY Department of Treasury	PASS THROUGH ENTITY MO Office of Administration/MO Department of Public Safety	IS THIS AWARD R&D YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	INDIRECT COST RATE YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER 21.027		METHOD OF PAYMENT (Reimbursement -- Advanced) Reimbursement	

### CONTACT INFORMATION

OHS GRANT SPECIALIST	SUBRECIPIENT PROJECT DIRECTOR	
NAME Joanne Talleur	NAME Sean Mitchell, Deputy Fire Chief	
E-MAIL ADDRESS Joanne.Talleur@dps.mo.gov	ADDRESS (If different from above) 503 S. Hope St.	
TELEPHONE (573) 522-2851	CITY, STATE AND ZIP CODE Jackson, MO 63755	
PROGRAM MANAGER Joni McCarter	TELEPHONE 573-243-5740	E-MAIL ADDRESS smitchell@jacksonfire.org

#### SUMMARY DESCRIPTION OF PROJECT

The American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF) Fire Protection Grant (FPG) provides grant funding for fire protection entities for fire protection/service activities.

### AWARDING AGENCY APPROVAL

### SUBRECIPIENT AUTHORIZED OFFICIAL

TYPED NAME AND TITLE OF DPS OFFICIAL Sandra K. Karsten, Director		TYPED NAME & TITLE OF SUBRECIPIENT AUTHORIZED OFFICIAL Dwain Hahs, Mayor	
SIGNATURE OF APPROVING DPS OFFICIAL	DATE	SIGNATURE OF SUBRECIPIENT AUTHORIZED OFFICIAL	DATE

**THIS SUBAWARD IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS SUBAWARD AGREEMENT THE SUBRECIPIENT IS AGREEING TO READ AND COMPLY WITH ALL SPECIAL CONDITIONS.**

GRANT PROGRAM American Rescue Plan Act	SUBRECIPIENT City of Jackson Emergency Management Agency
AWARD NUMBER SLFRP4542-FPG108	DATE 03/01/2023
<b>SUBAWARD AGREEMENT</b>	
<b>ARTICLES OF AGREEMENT</b>	

### **Article I – Missouri Department of Public Safety, Specific**

By accepting this award, the subrecipient agrees:

1. All contractual provisions required by the Missouri Office of Administration and Department of Treasury are set forth in the Memorandum of Agreement (MOA) in Appendix I. Subrecipients shall comply and include each of these provisions in any subcontract that subrecipient enters into under this subaward. Except when the subaward provides more restrictive terms, all of the Missouri Office of Administration and Department of Treasury mandated terms will be deemed to control in the event of a conflict with other provisions contained in the subaward. Subrecipients shall not perform any act, fail to perform any act, or refuse to comply with any Missouri Department of Public Safety (DPS) requests that would cause the DPS to be in violation of Appendix I.
2. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost, which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$1,000. Expenditures for equipment shall be in accordance with the approved budget. The subrecipient shall use and manage equipment in accordance with its procedures as long as the equipment is used for its intended purposes. When original or replacement equipment acquired under this award by the subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DPS, you must request instructions from DPS to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313 and the OHS Administrative Guide.
3. Expenditures for supplies and operating expenses shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers shall support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the contract was approved.
4. For Contractual Services the following general requirements must be followed when subcontracting for work or services contained in this grant award:
  - a. All consultant and contractual services shall be supported by written contracts stating the services to be performed, rate of compensation and length of time over which the services will be provided, which shall not exceed the length of the grant period and contain all applicable Federal contract provisions as found in 2 CFR Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.
  - b. As described in the OHS Administrative Guide for Homeland Security Grants, a copy of any contractual agreement made as a result of this award must be forwarded to DPS for review or be readily available for review prior to execution of the contract.
5. DPS reserves the right to terminate any contract entered into as a result of this award at its sole discretion and without penalty or recourse by giving a thirty (30) day written notice to the subrecipient of the effective date of termination. In the event of termination pursuant to this paragraph, all

AUTHORIZED OFFICIAL INITIALS

GRANT PROGRAM American Rescue Plan Act	SUBRECIPIENT City of Jackson Emergency Management Agency
AWARD NUMBER SLFRP4542-FPG108	DATE 03/01/2023
<b>SUBAWARD AGREEMENT</b> <b>ARTICLES OF AGREEMENT</b>	

documents, data, and reports prepared by the subrecipient under the contract shall, at the option of DPS, become property of the State of Missouri. The subrecipient shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.

6. In the event DPS determines that changes are necessary to the subaward document after a subaward has been made, including changes to the period of performance or terms and conditions, the subrecipient will be notified of the changes in writing. Once the notification has been made, any subsequent request for funds will indicate the subrecipient's acceptance of the changes to the subaward.
7. Prior written approval from OHS is required prior to making any change to the DPS approved budget for this award.
8. To submit Grant Status Reports to DPS by the due dates of July 10 and January 10 throughout the grant period, which must include the status updates of the milestones achieved. Final Status Reports are due to DPS within 45 days after the end of the project period.
9. All items that meet the OHS definition of equipment that are purchased with ARPA SLFRF FPG Funds must be tagged "Purchased with U.S. Department of Treasury Funds."
10. Procurement:  
The subrecipient assures that all procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner to provide maximum open and free competition.
  - a. All quotations and the rationale behind the selection of a source of supply shall be retained, attached to the purchase order copy, and placed in the accounting files.
  - b. Purchases to a single vendor totaling less than \$10,000 may be purchased with prudence on the open market.
  - c. Purchases estimated to total between \$10,000 but less than \$100,000 to a single vendor, must be competitively bid, but need not be solicited by mail or advertisement.
  - d. Purchases with an estimated total of \$100,000 or over to a single vendor shall be advertised for bids in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders at least five days before bids for such purchases are to be opened.
  - e. Where only one bid or positive proposal is received, it is deemed to be sole source procurement.
  - f. Sole source procurement on purchases to a single vendor of \$10,000 and over requires prior approval from the Missouri Department of Public Safety.

AUTHORIZED OFFICIAL INITIALS

GRANT PROGRAM American Rescue Plan Act	SUBRECIPIENT City of Jackson Emergency Management Agency
AWARD NUMBER SLFRP4542-FPG108	DATE 03/01/2023
<b>SUBAWARD AGREEMENT</b>	
<b>ARTICLES OF AGREEMENT</b>	

11. Buy American:

The subrecipient acknowledges Sections 34.350-34.359 RSMo regarding the Missouri Domestic Products Procurement Act (or commonly referred to as the Buy American Act) and the requirement to purchase or lease goods manufactured or produced in the United States, unless exceptions to the Buy American Act mandate in Section 34.353 RSMo are met.

12. Buy Missouri:

The subrecipient also acknowledges Sections 34.070 and 34.073 RSMo regarding the preference given to all commodities and tangible personal property manufactured, mined, produced, or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when quality is equal or better and delivered price is the same or less, quality of performance promised is equal or better and the price quoted is the same or less, or when competing bids are comparable.

13. Debarment/Suspension:

The subrecipient acknowledges, pursuant to debarment and suspension regulations implemented at 1 CSR 40-1.060, and to other related requirements, that the State does not consider bids submitted by a suspended or debarred vendor. The subrecipient therefore certifies that it will not consider bids submitted by a suspended or debarred vendor for procurements made as a result of this award.

14. Unlawful Employment Practices:

The subrecipient assures compliance with Section 213.055 RSMo in regards to non-discrimination in employment practices as it relates to race, color, religion, national origin, sex, ancestry, age, or disability.

15. Discrimination in Public Accommodations:

The subrecipient assures compliance with Section 213.065 RSMo in regards to non-discrimination in public accommodations as it relates to accommodations, advantages, facilities, services, or privileges made available in place of public accommodations.

16. Monitoring:

The subrecipient agrees to maintain the records necessary to evaluate the effectiveness of the project. In addition, the subrecipient assures that all documentation or records relating to this award shall be made available to monitoring representatives of the Missouri Department of Public Safety, the Office of Missouri State Auditor, or any of their authorized representatives immediately upon request. The subrecipient assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Missouri Department of Public Safety shall prescribe, will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this award.

17. Law enforcement agencies must be compliant with the requirements listed below and must maintain compliance throughout the period of performance.

a. National Incident-Based Reporting System (NIBRS), formerly Uniform Crime Reporting (UCR):

The subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 43.505 RSMo which

AUTHORIZED OFFICIAL INITIALS



GRANT PROGRAM American Rescue Plan Act	SUBRECIPIENT City of Jackson Emergency Management Agency
AWARD NUMBER SLFRP4542-FPG108	DATE 03/01/2023
<b>SUBAWARD AGREEMENT</b> <b>ARTICLES OF AGREEMENT</b>	

states each law enforcement agency is required to submit crime incident reports to the Department of Public Safety on forms or in the format prescribed by the department, and submit any other crime incident information which may be required by the Department of Public Safety. Agencies that are not compliant at the time of application will only be eligible to apply for grant funds to assist the agency in becoming compliant with Section 43.505 RSMo. For purposes of grant eligibility, law enforcement agencies will be considered non-compliant if they have not submitted MIBRS reports for three or more months since January 1, 2022.

b. Vehicle Stops:

The subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 590.650 RSMo relating to vehicle stop reporting and will remain in full compliance for the duration of the project period.

c. Police Use of Force Transparency Act of 2021:

The subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 590.1268 RSMo relating to use of force incidents reporting standards and procedures, and publication of report data, analysis report.

d. Federal Equitable Sharing Funds:

The subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 513.653 RSMo relating to participation in the federal forfeiture system and the reporting of proceeds therefrom to the Missouri State Auditor.

e. DWI Law – Law Enforcement:

The subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 43.544 RSMo relating to the “DWI Law” and has adopted a written policy to forward arrest information for all intoxication-related traffic offenses to the central repository as required by Section 43.503 RSMo.

f. Data Reporting Requirements:

The subrecipient agrees to complete and submit any data or statistical reports required for this program. Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the award.

g. Body Armor:

The subrecipient understands, if monies are requested and awarded for the purchase of body armor, that funds may be used to purchase body armor. Further, the subrecipient understands that body armor purchased with ARPA funds may be purchased at any threat level, designation, make, or model from any distributor or manufacturer, as long as the body armor has been tested and found to comply with the latest applicable National Institute of Justice (NIJ) ballistic or stab standards. Further, body armor or armor vests must also be “uniquely fitted vests”. In addition, body armor purchased with must be made in the United States.

AUTHORIZED OFFICIAL INITIALS

GRANT PROGRAM American Rescue Plan Act	SUBRECIPIENT City of Jackson Emergency Management Agency
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h. Body Armor Policy:

The subrecipient understands, if monies are requested and awarded for the purchase of body armor, that the law enforcement agency must have a written "mandatory wear" policy in effect. The subrecipient will be required to forward a copy of such policy to the Missouri Department of Public Safety at the time of claim submission.

i. Body-Worn Camera Policy:

The subrecipient understands, if monies are requested and awarded for the purchase of body-worn cameras, the law enforcement agency must have written policies and procedures in place related to equipment usage, data storage and access, privacy considerations, training, etc. The subrecipient will be required to forward a copy of such policy(s) to the Missouri Department of Public Safety at the time of claim submission.

j. Rap Back Program Participation:

The subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 590.030 RSMo. The law enforcement agency shall enroll in the state and federal Rap Back programs on or before January 1, 2022 and will continue to remain enrolled. The law enforcement agency shall take all necessary steps to maintain officer enrollment for all officers commissioned with that agency in the Rap Back programs. An officer shall submit to being fingerprinted at any law enforcement agency upon commissioning and for as long as the officer is commissioned with that agency.

k. Custodial Interrogations:

The subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 590.700 RSMo relating to custodial interrogations and has adopted a written policy to record custodial interrogations of persons suspected of committing or attempting to commit the felony crimes described in subsection 2 of this section.

18. Fire protection agencies must be compliant with the requirements listed below and must maintain compliance throughout the period of performance.

a. Fire Department Registration:

The subrecipient assures, where the project agency is a fire protection district, fire department, or volunteer fire protection association as defined in Section 320.300 RSMo, its agency is in compliance with Section 320.271 RSMo by completing and filing with the state fire marshal within 60 days after January 1, 2008, and annually thereafter, a fire department registration form provided by the state fire marshal.

b. Turnout Gear Maintenance Policy:

The subrecipient understands, if monies are requested and awarded for the purchase of turnout gear, the fire protection agency must have a policy to document cleaning and maintenance processes and procedures for turnout gear. The subrecipient will be required to forward a copy of such policy(s) and procedure(s) to the Missouri Department of Public Safety at the time of claim submission.

AUTHORIZED OFFICIAL INITIALS

GRANT PROGRAM American Rescue Plan Act	SUBRECIPIENT City of Jackson Emergency Management Agency
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19. Emergency Medical Service providers must be compliant with the requirements listed below and must maintain compliance throughout the period of performance.

a. Ambulance License:

The subrecipient assures, where the project agency has an ambulance service, its agency is in compliance with Section 190.105 RSMo, by holding a currently valid license from the state of Missouri Department of Health and Senior Services for an ambulance service pursuant to the provisions of Sections 190.001 RSMo to 190.245 RSMo.

b. Emergency Medical Response Agency (EMRA) License:

The subrecipient assures, where the project agency is an emergency medical response agency that provides advanced life support or provides the services of an emergency medical response agency that provides advanced life support, its agency is in compliance with Section 190.133(4) RSMo by holding a license by the state of Missouri Department of Health and Senior Services.

20. The subrecipient agency must attend and complete the SFY 2023 ARPA SLFRF FPG Compliance Workshop. No claims will be reimbursed by DPS until a member of the subrecipient agency has completed the Compliance Workshop.

AUTHORIZED OFFICIAL INITIALS

**APPENDIX I – MEMORANDUM OF AGREEMENT**  
**TERMS AND CONDITIONS FOR GRANTEE RECEIPT OF FEDERAL ARPA SFRF FUNDS**

I. **Use of Funds:** **City of Jackson Emergency Management Agency** (“Grantee”) understands and agrees that the funds disbursed under this grant may only be used in compliance with section 602(c) of the Social Security Act (“Act”), as added by Section 9901 of the American Rescue Plan Act (“ARPA”), Pub. L. No. 117-2 (March 11, 2021), 135 Stat. 4, 223–26, and the U.S. Department of the Treasury (“Treasury”)’s regulations implementing that section and guidance, and in compliance with all other restrictions and specifications on use set forth in or applicable through this agreement. Grantee will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project.

**Period of Performance:** The period of performance for this award begins on **12/1/2022** and ends on **06/30/2026**. Grantee may use funds granted under this agreement to cover eligible costs incurred during the period of performance, but no later than **12/31/2024**.

**Reporting:** Grantee agrees to comply with any reporting obligations established by Treasury or the State of Missouri (“State”), as it relates to this grant. Those reporting obligations shall include, without limitation, the following: reporting that is necessary for the State to comply with the Treasury’s Project and Expenditure Report User Guide for State and Local Fiscal Recovery Funds, Version: 2, dated April 1, 2022 and any later versions of that publication.<sup>1</sup>

**Maintenance of and Access to Records:** Grantee shall maintain records and financial documents sufficient to evidence compliance with section 602(c) of the Act and Treasury’s regulations implementing that section and guidance regarding the eligible uses of funds. Grantee shall also maintain records and financial documents: 1. sufficient for the State, with respect to the Grantee’s participation in this grant agreement, to evidence compliance with section 602(c) of the Act and Treasury’s regulations implementing that section and guidance regarding the eligible uses of funds; and 2. necessary for the State, with respect to Grantee’s participation in this grant agreement, to comply with obligations under 2 C.F.R. Part 200 and any other applicable law. For subrecipients, Grantee shall further maintain all records and financial documents necessary for: 1. Grantee to comply with obligations as a subrecipient under 2 C.F.R. Part 200; and 2. the State to comply with obligations as a pass-through entity under 2 C.F.R. Part 200. The Treasury Office of Inspector General, the Government Accountability Office, their authorized representatives, the State, or its authorized representatives, shall have the right of access to records and documents (electronic and otherwise) of Grantee in order to conduct audits or other investigations or reviews.<sup>2</sup>

Records shall be maintained by Grantee for a period of five (5) years after all funds have been expended or returned to the State, whichever is later. Wherever practicable, records should be collected, transmitted, and stored in open and machine-readable formats. Grantee’s obligations under this section shall include, without limitation, maintenance of the following specified types of records and financial documents: documents that are necessary for the State to comply with the Treasury’s Project and Expenditure Report User Guide for State and Local Fiscal Recovery Funds, Version: 2, dated April 1, 2022 and any later versions of that publication.<sup>3</sup>

<sup>1</sup> For subrecipients, in the case of an additional reporting requirement imposed by the State under 2 C.F.R. § 200.332(a)(3), this agreement shall be amended.

<sup>2</sup> For subrecipients, the State’s right of access in this paragraph includes, but is not limited to, the right set forth at 2 C.F.R. § 200.332(a)(5) that “the pass-through entity and auditors [shall] have access to the subrecipient’s records and financial statements as necessary for the pass-through entity to meet the requirements of this part.”

<sup>3</sup> For subrecipients, in the case of an additional record-keeping requirement imposed by the State under 2 C.F.R. § 200.332(a)(3), this agreement shall be amended.

Pre-award Costs: Pre-award costs, as defined at 2 C.F.R. § 200.458, may not be paid with funding from this grant.

Conflicts of Interest: For subrecipients only, Grantee understands and agrees that it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this grant. Grantee must disclose in writing to Treasury or the State, as appropriate, any potential conflict of interest affecting the granted funds in accordance with 2 C.F.R. § 200.112.

Compliance with Applicable Law and Regulations: Grantee agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, guidance issued by Treasury regarding the foregoing, and all other restrictions and specifications set forth in or applicable through this agreement. Grantee also agrees to comply with all other applicable state and federal statutes, regulations, and executive orders, and Grantee shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this grant.

Federal regulations applicable to this grant include, without limitation, the following:

- i. For subrecipients only, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this grant and subject to such exceptions as may be otherwise provided by Treasury. Excepting for-profit subrecipients, Subpart F – Audit Requirements of Uniform Guidance, implementing the Single Audit Act, shall apply to this grant;
- ii. For subrecipients only, Universal Identifier and System for Award Management (“SAM”), 2 C.F.R. Part 25, pursuant to which the award term set forth at Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference;
- iii. For subrecipients only, Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth at Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference;
- iv. OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, and Treasury’s implementing regulation at 31 C.F.R. Part 19, including both the requirement to comply with that part’s Subpart C as a condition of participation in this transaction, and the requirement to pass the requirement to comply with that subpart to each person with whom the participant enters into a covered transaction at the next lower tier;
- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth at 2 C.F.R. Part 200, Appendix XII, is hereby incorporated by reference;
- vi. For subrecipients only, Government-wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20;
- vii. For subrecipients only, New Restrictions on Lobbying, 31 C.F.R. Part 21;
- viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601–4655) and implementing regulations; and
- ix. Generally applicable federal environmental laws and regulations.

Federal statutes and regulations prohibiting discrimination applicable to this grant include, without limitation, the following:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- ii. the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. For subrecipients and local governments only, Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 *et seq.*), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Remedial Actions: The State reserves the right to impose additional conditions or requirements on Grantee's receipt of this grant, as the State deems necessary or advisable, in order to facilitate compliance with any existing or additional conditions or requirements imposed upon the State by Treasury for the State's receipt of ARPA funds. The State also reserves the right to seek recoupment or repayment of this grant in whole or in part, in the event that Treasury seeks recoupment or repayment of payments made to the State, for reasons relating to Grantee's acts or omissions respecting this grant. These reservations are expressed without limitation to any other rights the State may hold, either to impose additional conditions or requirements on Grantee's receipt of this grant or to recoup this grant in whole or in part, under this agreement or other applicable law.

Hatch Act: Grantee agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

False Statements: Grantee understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

Publications: Any publications produced with funds from this grant must display the following language: "This product [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to State of Missouri by the U.S. Department of the Treasury."

Debts Owed State and Federal Government: Any funds paid to Grantee (1) in excess of the amount to which Grantee is finally determined to be authorized to retain under the terms of this grant; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Grantee shall constitute a debt owed by

the State to the federal government. In such instance, the funds constituting the State's debt to the federal government shall also constitute Grantee's debt to the State. Debts owed by Grantee to the State must be paid promptly by Grantee. A debt owed the State by Grantee under this agreement is delinquent if it has not been paid by the date specified in the State's initial demand for payment, unless other satisfactory arrangements have been made or if Grantee knowingly or improperly retains funds that are a debt as defined in this paragraph. The State will take any actions available to it to collect such a debt, including but not limited to actions available to it under the "Remedial Actions" paragraph found in this same section (I) above. The rights of the State as expressed in this paragraph are in addition to, and do not imply the exclusion of, any other rights the State may have under applicable law to collect a debt or seek damages from Grantee.

Disclaimer: In its award of federal financial assistance to the State, Treasury provides that the United States expressly disclaims any and all responsibility or liability to the State or third persons for the actions of the State or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract or subcontract under this award. Furthermore, in its award of federal financial assistance to the State, Treasury also states that the acceptance of this award by the State does not in any way establish an agency relationship between the United States and the State. This disclaimer applies with equal force to this grant.

Protections for Whistleblowers: For grants to subrecipients exceeding \$250,000: In accordance with 41 U.S.C. § 4712, Grantee may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The list of persons and entities referenced in the statement above includes the following:

- i. a member of Congress or a representative of a committee of Congress;
- ii. an Inspector General;
- iii. the Government Accountability Office;
- iv. a Treasury employee responsible for contract or grant oversight or management;
- v. an authorized official of the Department of Justice or other law enforcement agency;
- vi. a court or grand jury;
- vii. a management official or other employee of the State or Grantee who has the responsibility to investigate, discover, or address misconduct.

Grantee shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

Increasing Seat Belt Use in the United States: Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

Reducing Text Messaging While Driving: Pursuant to federal Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the State hereby encourages Grantee to adopt and enforce policies that ban



text messaging while driving.<sup>4</sup>

II. By entering into this agreement, Grantee ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by Treasury Title VI regulations at 31 C.F.R. Part 22 and other pertinent executive orders such as federal Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.

Grantee acknowledges that federal Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English Proficiency (“LEP”). Grantee understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and Treasury’s implementing regulations. Accordingly, Grantee shall initiate reasonable steps, or comply with Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Grantee understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in Grantee’s programs, services, and activities.

Grantee agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services, and activities. As a resource, Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.

Grantee acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Grantee and Grantee’s successors, transferees, and assignees for the period in which such assistance is provided.

*Grantee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this agreement. Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this agreement.*

Grantee shall cooperate in any enforcement or compliance review activities by Treasury or the State of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is, Grantee shall comply with information requests, on-site compliance review, and reporting requirements.

Grantee shall maintain and provide to applicants, beneficiaries, their representatives, or any other party requesting the same, information on how to file a Title VI complaint of discrimination with the State of Missouri.

Grantee shall provide to the State documentation of an administrative agency’s or court’s

<sup>4</sup> Section I is based on requirements set forth in Treasury’s Coronavirus State Fiscal Recovery Fund Award Terms and Conditions document, executed by the State on July 26, 2021.

findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between Grantee and the administrative agency that makes any such finding. If Grantee settles a case or matter alleging such discrimination, Grantee must provide to the State documentation of the settlement. If Grantee has not been the subject of any court or administrative agency finding of discrimination, Grantee shall so state.

The United States of America has the right to seek judicial enforcement of the terms of this assurances section and nothing in this section alters or limits the federal enforcement measures that the United States may take in order to address violations of this section or applicable federal law.

Under penalty of perjury, the undersigned certifies that he/she has read and understood this section's obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that Grantee is in compliance with the aforementioned nondiscrimination requirements.

By signing this certification, the undersigned represents his or her intention, and legal authorization, to do so on behalf of Grantee.<sup>5</sup>

\_\_\_\_\_  
Signature of Grantee's Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Authorized Representative

<sup>5</sup> Section II is based on requirements set forth in Treasury's Assurance of Compliance with Civil Rights Requirements document, executed by the State on July 26, 2021

\*\*\*\*\*THE SECTIONS BELOW APPLY ONLY TO SUBRECIPIENTS\*\*\*\*\*

III. This grant to **City of Jackson Emergency Management Agency** ("Grantee") constitutes a subaward<sup>6</sup> of federal financial assistance<sup>7</sup> provided to the State of Missouri ("State") by the U.S. Department of Treasury.

The Treasury ("Treasury") pursuant to Section 602(b) of the Social Security Act ("Act"), as added by Section 9901 of the American Rescue Plan Act ("ARPA"), Pub. L. No. 117-2 (March 11, 2021), 135 Stat. 4, 223–26. Grantee is a subrecipient<sup>8</sup> and the State is a pass-through entity<sup>9</sup> for purposes of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards set forth at 2 C.F.R. Part 200. The following is provided to Grantee pursuant to 2 C.F.R. § 200.332(a)(1):

- Subrecipient name (which must match the name associated with its unique entity identifier): **City of Jackson Emergency Management Agency**
- Subrecipient's unique entity identifier: **QS1DQ1PGMJD5**
- Federal Award Identification Number (FAIN): **SLFRP4542**
- Federal Award Date of award to the recipient by the Federal agency: **5/10/2021**
- Subaward Period of Performance Start and End Date: **12/1/2022 – 6/30/2026**
- Subaward Budget Period Start and End Date: **12/1/2022 – 8/15/2026**
- Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient: **\$20,000.00.**
- Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation: **\$20,000.00.**
- Total Amount of the Federal Award committed to the subrecipient by the pass-through entity: **\$20,000.00.**
- Total Approved Cost Sharing or Matching Funds: 50% Cash (Hard Match) or In-Kind. In kind match can be considered, so long as it is specific to the project. Cost share or match expenditures retroactive to March 2020 are eligible to meet the match requirement. Expenditures must be tied to the project and be reasonable.
- Federal award project description: ARPA appropriated \$195.3 billion for payments from the Coronavirus State Fiscal Recovery Fund ("SFRF") to states through Treasury. Act § 602(a)(3)(A), ARPA § 9901, 135 Stat. 4, 224. Those monies are for states "to mitigate the fiscal effects stemming from the public health emergency with respect to [COVID-19]." Act § 602(a)(1), ARPA § 9901, 135 Stat. 4, 223. The State has received more than \$2.6 billion in ARPA SFRF funds, separate from local

<sup>6</sup> "Subaward" is defined at 2 C.F.R. § 200.1.

<sup>7</sup> "Federal financial assistance" is defined at 2 C.F.R. § 200.1

<sup>8</sup> "Subrecipient" is defined at 2 C.F.R. § 200.1.

<sup>9</sup> "Pass-through entity" is defined at 2 C.F.R. § 200.1.

government allocations. In accordance with the budget passed by the Missouri legislature, the State intends that these funds be utilized for the purposes set forth in ARPA, consistent with other applicable federal law. As part of this effort, the State has elected to distribute a portion of its SFRF funding to appropriate subrecipients.

- Name of Federal awarding agency: U.S. Department of Treasury.
- Name of pass-through entity: State of Missouri.
- Contact information for awarding official of pass-through entity:
  - Name: **Joanne Talleur**
  - Phone Number: **(573) 522-2851**
  - Email Address: [joanne.talleur@dps.mo.gov](mailto:joanne.talleur@dps.mo.gov)
- Assistance Listings number and Title (pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement): 21.027 Coronavirus State and Local Fiscal Recovery Funds
- Identification of whether the award is R & D: **N/A**.
- Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414: **N/A**

IV. For grants exceeding \$100,000:

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form–LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not

more than \$100,000 for each such failure.

By signing this certification, the undersigned represents his or her intention, and legal authorization, to do so on behalf of Grantee.<sup>10</sup>

\_\_\_\_\_  
Signature of Grantee's Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Authorized Representative

V. In addition to the other authorities identified in this agreement, Grantee must comply with 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance"). The Uniform Guidance is an extensive body of federal rules, and so will not be recited here comprehensively. However, **Grantee must perform this agreement in compliance with the entirety of the Uniform Guidance, not just the provisions discussed in this section.**<sup>11</sup>

Beyond its definitions and acronym identifications (Subpart A), the Uniform Guidance contains five subparts. Subpart B, "General Provisions," includes a statement of purpose (which provides a general outline of the Part), 2 C.F.R. § 200.100, a provision on conflicts of interest (see Section III above), 2 C.F.R. § 200.112, and a provision on mandatory disclosures, 2 C.F.R. § 200.113. Subpart D, "Post Federal Award Requirements," itself covers a range of topics. 2 C.F.R. § 200.302 requires, *inter alia*, that "financial management systems . . . must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations, and the terms and conditions of the Federal award." *Id.* at (a). 2 C.F.R. § 200.303 requires, *inter alia*, "[e]valuat[ion] and monitor[ing]" of "compliance with statutes, regulations and the terms and conditions of Federal awards," as well as the "[t]ak[ing] [of] prompt action when instances of noncompliance are identified including noncompliance identified in audit findings." *Id.* at (c) and (d), respectively. Subpart D also includes "Property Standards." 2 C.F.R. §§ 200.310–.327. These sections address Grantee's interaction with equipment and real property, as well as providing standards for procurement. 2 C.F.R. § 200.329 addresses the monitoring and reporting of program performance. Beginning at 2 C.F.R. § 200.334, Subpart D lists numerous requirements for "Record Retention and Access," which should be read in concert with the several terms and conditions of this agreement. Subpart E, "Cost Principles," begins with provisions providing a basic framework for understanding and applying the bulk of these requirements. See 2 C.F.R. §§ 200.400 and .401. Subpart E includes a rule on "Reasonable Costs," 2 C.F.R. § 200.404, which provides a definitional authority as well as primary factors for consideration. *Id.* This subpart also provides a considerable listing of "Selected Items of Cost," and "General Provisions" for each. 2 C.F.R. §§ 200.420–.476. Subpart F is dedicated to the topic of audits. See 2 C.F.R. § 200.500 *et seq.* With certain qualifications, subrecipients are subject to audit pursuant to the federal Single Audit Act and this subpart of the Uniform Guidance. See n.12 above, and the authorities there cited.

<sup>10</sup> Section II is based on requirements set forth at 31 C.F.R. Part 21. Appendix A of that part sets forth this certification.

<sup>11</sup> 2 C.F.R. Part 200, Subpart F does not apply to for-profit entities. However, "[f]or-profit entities that receive SLFRF subawards are subject to other audits as deemed necessary by authorized governmental entities, including Treasury and Treasury's [Office of Inspector General]." Treasury's *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*, published February 28, 2022 (Version 3.0), p.12, n.7. Such other audits may be imposed by the State. *Id.* See also 2 C.F.R. § 200.501. For-profit subrecipients shall comply with any audit requirements imposed by the State.



## PUBLIC WORKS MEMORANDUM

# City of Jackson

TO: Mayor and Board of Aldermen

CC: Jim Roach, City Administrator

FROM: Anna Bergmark, City Engineer

DATE: March 10, 2023

RE: Task Order Request for the East Main Street Sidewalk Connection Project

Staff is requesting that a Task Order be issued to Bacon Farmer Workman Engineering and Testing, Inc. for the East Main Street Sidewalk Connection Project. The City was awarded a Transportation Alternatives Funds Program Grant for the construction of an 8-foot sidewalk from Bellevue Street to Shawnee Boulevard.

Attached to this memo is the scope of services as well as the breakdown of costs required to complete the design. This information has been included in an Engineering Service Contract with Bacon Farmer Workman Engineering and testing, Inc. as required by MoDOT.

## ATTACHMENT A

### Scope of Services

#### Design phase services

- 1) Survey and research existing right of way, easements and property lines (Civil Design Inc.).
- 2) Survey and research existing utilities and relocate as necessary (BFW and CDI).
- 3) Perform topographic survey along corresponding sections of East Main Street including trees, curbs, pavement edges, drainage structures, signs, lane markings, buildings and other adjacent features (Civil Design Inc.).
- 4) If needed, perform right of way/parcel boundary survey on properties where easements and/or right of way are determined to be necessary (Civil Design Inc.).
- 5) Prepare Historic /Heritage /Environmental submittals (BFW).
- 6) Attend meetings with property owners as needed (BFW).
- 7) Prepare preliminary design of pedestrian facilities along East Main Street(BFW). The following should be included as appropriate:
  - a. horizontal and vertical alignments including centerline ties and benchmark references
  - b. typical sections
  - c. existing and proposed modifications to street and driveway approaches
  - d. existing and proposed storm drainage structures
  - e. existing utility locations
  - f. locations of proposed cross walks
  - g. exhibits and descriptions for easements and right of way (only if unavoidable) as needed for construction of the improvements
  - h. opinion of preliminary construction cost
- 8) Prepare right of way plans (BFW):
  - a. identify property ownership
  - b. calculate takings
  - c. prepare plan sheets with right of way notes
  - d. prepare descriptions and deeds
- 9) Prepare final design of the sidewalk including (BFW):
  - a. applicable items listed under Item 7
  - b. site specific details where needed
  - c. drainage structure(s) adjustments
  - d. traffic control plan
  - e. temporary erosion control plan
  - f. bid book (in format acceptable to MoDOT) including job special provisions
  - g. design of retaining walls (if needed)
  - h. design of City water, sewer, electric utility relocations (if needed)
  - i. opinion of construction cost
- 10) Revisions per Local Agency and MoDOT preliminary and final review comments (BFW).
- 11) Environmental clearances (BFW).
- 12) Deliverables for final PS&E submittal shall include (BFW):
  - a. copies of historic/heritage/environmental clearances
  - b. electronic copy of survey information

- c. electronic copies of signed/sealed construction plans, bid book and specifications
- d. engineer's final opinion of construction cost

## ATTACHMENT B

### ESTIMATE OF COST

DESIGN PHASE	Hours	Rate (Salary Only)	Cost
<i>Project Management</i>			
Project Manager	<u>32</u>	<u>\$70.42</u>	<u>\$2,253.44</u>
<i>Environmental</i>			
Environmental Manager	<u>16</u>	<u>\$57.34</u>	<u>\$917.44</u>
Historic Preservation Specialist	<u>40</u>	<u>\$49.91</u>	<u>\$1,996.40</u>
Wildlife Biologist	<u>16</u>	<u>\$47.33</u>	<u>\$757.28</u>
GIS Specialist	<u>8</u>	<u>\$21.78</u>	<u>\$174.24</u>
<i>Preliminary Design</i>			
Project Manager	<u>7</u>	<u>\$70.42</u>	<u>\$492.94</u>
Project Engineer	<u>26</u>	<u>\$70.33</u>	<u>\$1,828.58</u>
Staff Engineer	<u>64</u>	<u>\$38.73</u>	<u>\$2,478.72</u>
Senior Transportation Designer	<u>44</u>	<u>\$42.91</u>	<u>\$1,888.04</u>
<i>Final Design</i>			
Project Manager	<u>9</u>	<u>\$70.42</u>	<u>\$633.78</u>
Project Engineer	<u>32</u>	<u>\$70.33</u>	<u>\$2,250.56</u>
Staff Engineer	<u>89</u>	<u>\$38.73</u>	<u>\$3,446.97</u>
Senior Transportation Designer	<u>62</u>	<u>\$42.91</u>	<u>\$2,660.42</u>
SUBTOTAL	<u>445</u>	<u>-</u>	<u>\$21,778.81</u>
<i>Payroll Overhead (Est. at <u>44.30</u> % X SUBTOTAL)</i>			<u>\$9648.01</u>
<i>General and Admin. Overhead (Est. at <u>99.34</u>% X SUBTOTAL)</i>			<u>\$21,635.07</u>
TOTAL LABOR & OVERHEAD			<u>\$53,061.89</u>
<i>Fixed Fee(14%t X TOTAL LABOR &amp; OVERHEAD)</i>			<u>\$7,428.66</u>
<i>FCCM Rate(0.27%t X TOTAL LABOR)</i>			<u>\$58.80</u>
TOTAL LABOR, OVERHEAD & FIXED FEE			<u>\$60,549.35</u>
<i>Other Direct Costs</i>			
Travel, 2 trips @ 100 miles X \$0.655 IRS Rate			<u>\$131.00</u>
Per Diem (cannot exceed maximum per diem rates per Federal Travel Regulations)			<u>N/A</u>
Computer Time			<u>N/A</u>
Printing			<u>\$9.00</u>

**Fig. 136.4.1 Contract**

Revised 01/27/2016



*Subcontract Pass-Through Costs (Civil Design Inc. \*\*)**Topographic and Boundary Surveying*

Land Surveyor II	<u>10</u>	<u>\$67.32</u>	<u>\$673.20</u>
Land Surveyor I	<u>128</u>	<u>\$40.73</u>	<u>\$5,213.44</u>
Survey Tech II	<u>54</u>	<u>\$32.63</u>	<u>\$1,762.02</u>
Survey Tech I	<u>168</u>	<u>\$24.50</u>	<u>\$4,116.00</u>

SUBTOTAL	<u>360</u>	<u>N/A</u>	<u>\$11,764.66</u>
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<i>Payroll Overhead (Est. at <u>57.54%</u> X SUBTOTAL))</i>	<u>\$6,769.39</u>
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<i>General and Admin. Overhead (Est. at <u>82.33%</u> X SUBTOTAL))</i>	<u>\$9,685.84</u>
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TOTAL LABOR & OVERHEAD	<u>\$28,219.89</u>
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<i>Fixed Fee(12% X TOTAL LABOR &amp; OVERHEAD)</i>	<u>\$3,386.39</u>
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TOTAL LABOR, OVERHEAD & FIXED FEE	<u>\$31,606.28</u>
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<i>Other Direct Costs</i>	<u>\$2,017.40</u>
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<i>Subconsultant Total</i>	<u>\$33,623.68</u>
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<b>TOTAL FOR DESIGN PHASE</b>	<b><u>\$94,313.03</u></b>
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BILL NO. 23-\_\_

ORDINANCE NO. 23-\_\_

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND BACON FARMER WORKMAN ENGINEERING & TESTING, INC., OF CAPE GIRARDEAU OF MISSOURI, RELATIVE TO PROVIDING ENGINEERING SERVICES UNDER THE EAST MAIN STREET SIDEWALK CONNECTION 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 **Bacon Farmer Workman Engineering & Testing, Inc., of Cape Girardeau, Missouri.** It is the belief of the Mayor and Board of Aldermen that it is in the best interest of the citizens of the City of Jackson, Missouri, that the City enters into said contract.

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

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

Section 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such 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 20, 2023.

SECOND READING: March 20, 2023.

PASSED AND APPROVED this 20th day of March, 2023, by a vote of \_ ayes, \_ nays, \_ abstentions and \_ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

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

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



## PUBLIC WORKS MEMORANDUM

# City of Jackson

TO: Mayor and Board of Aldermen

CC: Jim Roach, City Administrator

FROM: Anna Bergmark, City Engineer

DATE: March 8, 2023

RE: 2023 Concrete Pavement Improvement Program Bid Tabulations

Attached you will find the bid tabulation for the 2023 Concrete Pavement Improvement Program.

I recommend awarding the Contract for the 2023 Concrete Pavement Improvement Program to Mike Light Cement Finishing, Inc. of Perryville, Missouri for \$248,763.60.

Bid Tabulations

BASE PROPOSAL				Engineer's Estimate		Mike Light Cement		Fronabarger Concreters,		Lappe Cement		Putz Construction, LLC		Jokerst, Inc		Kluesner Construction		C-Hill Civil Contractors, Inc	
ITEM	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	Total	UNIT PRICE	Total	UNIT PRICE	Total	UNIT PRICE	Total	UNIT PRICE	Total	UNIT PRICE	Total	UNIT PRICE	Total	UNIT PRICE	Total
101	Conc. Panels (0-15 SY) (Pink)	47.8	SY	\$137.00	\$6,548.60	\$140.00	\$6,692.00	\$145.00	\$6,931.00	\$135.00	\$6,453.00	\$150.00	\$7,170.00	\$145.00	\$6,931.00	\$155.00	\$7,409.00	\$240.00	\$11,472.00
102	Conc. Panels (15-30 SY) (Blue)	46.0	SY	\$123.00	\$5,658.00	\$115.00	\$5,290.00	\$126.00	\$5,796.00	\$134.00	\$6,164.00	\$140.00	\$6,440.00	\$150.00	\$6,900.00	\$155.00	\$7,130.00	\$200.00	\$9,200.00
103	Conc. Panels (30-45 SY) (Green)	72.6	SY	\$118.00	\$8,566.80	\$95.00	\$6,897.00	\$105.00	\$7,623.00	\$124.00	\$9,002.40	\$130.00	\$9,438.00	\$147.00	\$10,672.20	\$135.00	\$9,801.00	\$190.00	\$13,794.00
104	Conc. Panels (45-60 SY) (Yellow)	254.2	SY	\$112.00	\$28,470.40	\$78.00	\$19,827.60	\$85.00	\$21,607.00	\$105.00	\$26,691.00	\$100.00	\$25,420.00	\$115.00	\$29,233.00	\$122.50	\$31,139.50	\$190.00	\$48,298.00
105	Conc. Panels (60-90 SY) (Orange)	354.0	SY	\$109.00	\$38,586.00	\$74.00	\$26,196.00	\$80.00	\$28,320.00	\$102.00	\$36,108.00	\$95.00	\$33,630.00	\$108.00	\$38,232.00	\$120.00	\$42,480.00	\$190.00	\$67,260.00
106	Conc. Panels (90+ SY) (Red)	2,077.8	SY	\$102.00	\$211,935.60	\$72.50	\$150,640.50	\$76.50	\$158,951.70	\$93.00	\$193,235.40	\$87.00	\$180,768.60	\$83.00	\$172,457.40	\$105.00	\$218,169.00	\$160.00	\$332,448.00
				Base Total:	\$299,765.40		\$215,543.10		\$229,228.70		\$277,653.80		\$262,866.60		\$264,425.60		\$316,128.50		\$482,472.00

Alternate Bid 1

ITEM	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
201	Conc. Panels (90+ SY) (Red)	317.8	SY	\$102.00	\$32,415.60	\$72.50	\$23,040.50	\$76.50	\$24,311.70	\$87.00	\$27,648.60	\$100.00	\$31,780.00	\$112.00	\$35,593.60	\$105.00	\$33,369.00	\$175.00	\$55,615.00
				Alt 1 Total:	\$32,415.60		\$23,040.50		\$24,311.70		\$27,648.60		\$31,780.00		\$35,593.60		\$33,369.00		\$55,615.00

Base Bid + Alt 1 Total

\$332,181.00

\$238,583.60

\$253,540.40

\$305,302.40

\$294,646.60

\$300,019.20

\$349,497.50

\$538,087.00

Alternate Bid 2

ITEM	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
301	Concrete Driveway	82.3	SY	\$140.00	\$11,522.00	\$100.00	\$8,230.00	\$90.00	\$7,407.00	\$78.00	\$6,419.40	\$120.00	\$9,876.00	\$115.00	\$9,464.50	\$110.00	\$9,053.00	\$210.00	\$17,283.00
302	Trench Drain	39.0	LF	\$3,000.00	\$3,000.00	\$50.00	\$1,950.00	\$200.00	\$7,800.00	\$110.00	\$4,290.00	\$300.00	\$11,700.00	\$557.50	\$21,742.50	\$400.00	\$15,600.00	\$350.00	\$13,650.00
				Alt 2 Total:	\$14,522.00		\$10,180.00		\$15,207.00		\$10,709.40		\$21,576.00		\$31,207.00		\$24,653.00		\$30,933.00

Base Bid + Alt 1 + Alt 2 Total

\$346,703.00

\$248,763.60

\$268,747.40

\$316,011.80

\$316,222.60

\$331,226.20

\$374,150.50

\$569,020.00

BILL NO. 23-\_\_

ORDINANCE NO. 23-\_\_

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND MIKE LIGHT CEMENT FINISHING, INC., OF PERRYVILLE, MISSOURI, RELATIVE TO THE 2023 CONCRETE PAVEMENT IMPROVEMENT 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 **Mike Light Cement Finishing, Inc., of Perryville, 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 20, 2023.

SECOND READING: March 20, 2023.

PASSED AND APPROVED this 20th day of March, 2023, by a vote of \_ ayes, \_ nays, \_ abstentions and \_ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

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

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

# MEMO



**TO:** Mayor Hahs and Members of the Board of Aldermen  
**FROM:** Larry Miller, Building & Planning Manager  
**DATE:** March 15, 2023  
**SUBJECT:** Chapter 65 Amendments

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This is an amendment to Chapter 65 (Zoning) regarding the addition of provisions for comprehensive (including recreational) marijuana dispensaries, cultivation facilities, manufacturing facilities, testing facilities, transportation/storage facilities, and consumption lounges in specific zoning districts.

This was recommended to the Board of Adjustments by the P&Z Commission unanimously on February 8, 2023.

This amendment is the same that was previously reviewed in the P&Z packet on February 21, 2023. Below are some of the key points in this amendment.

- Recreational marijuana should be allowed in the same locations as medical marijuana.
- Dispensary hours should be limited to 7 a.m. to 9 p.m., and there should be no on-site consumption during business hours.
- The distance between churches, schools, and state-licensed daycares should be 500'.
- The method of measuring separation distance should match the State's.
- Consumption lounges should be allowed if they meet the same separation distances. Conditions should be added that limit their hours of operation to 7 a.m. to 1 a.m. and prevent access by anyone under the age of 21.



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

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

**AN ORDINANCE AMENDING CHAPTER 65 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSOURI, RELATIVE TO MARIJUANA FACILITES, MEDICAL MARIJUANA FACILITES AND PERSONAL CULTIVATOIN OF MARIJUANA; AND REPEALING ALL ORDINANCES IN CONFLICT THEREWITH.**

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

Section 1. That Chapter 65, Article I, Section 65-2, of the Code of Ordinances of the City of Jackson, Missouri, is hereby amended by **ADDING** the following definitions to read as follows:

**“Sec. 65-2. Definitions.**

\*\*\*

*Club.* Any place, location, building, or portion thereof, or premises owned or operated by a corporation, association, person, or persons for a social, educational, or recreational purpose whose access is limited to registered members and their guests, but is not necessarily for profit or to render a service which is customarily carried on as a business.

*Comprehensive facility.* A comprehensive marijuana cultivation facility, comprehensive marijuana dispensary facility, or a comprehensive marijuana-infused products manufacturing facility.

*Comprehensive marijuana cultivation facility.* A facility licensed by the State of Missouri to acquire, cultivate, process, package, store on site or off site, transport to or from, and sell marijuana, marijuana seeds, marijuana vegetative cuttings (also known as clones) to a medical facility, comprehensive facility, or marijuana testing facility. A comprehensive marijuana cultivation facility need not segregate or account for its marijuana products as either non-medical marijuana or medical marijuana. A comprehensive marijuana cultivation facility’s authority to process marijuana shall include the creation of pre-rolls, but shall not include the manufacture of marijuana-infused products.

*Comprehensive marijuana dispensary facility.* A facility licensed by the State of Missouri to acquire, process, package, store on site or off site, sell, transport to or from, and deliver marijuana, marijuana seeds, marijuana vegetative cuttings (also known as clones), marijuana-infused products and drug paraphernalia used to administer marijuana as provided for in this chapter to a qualifying patient or primary caregiver, as those terms are defined in this chapter, or to a consumer,

anywhere on the licensed property or to any address as directed by the patient, primary caregiver, or consumer and consistent with the limitations of this chapter and as otherwise allowed by law, to a comprehensive facility, a marijuana testing facility, or a medical facility. Comprehensive dispensary facilities may receive transaction orders at the dispensary directly from the consumer in person, by phone, or via the internet, including from a third party. A comprehensive marijuana dispensary facility need not segregate or account for its marijuana products as either non-medical marijuana or medical marijuana but shall collect all appropriate tangible personal property sales tax for each sale, as provided for in general or local law. A comprehensive marijuana dispensary facility's authority to process marijuana shall include the creation of pre-rolls.

*Comprehensive marijuana-infused products manufacturing facility.* A comprehensive marijuana-infused products manufacturing facility means a facility licensed by the State of Missouri to acquire, process, package, store, manufacture, transport to or from a medical facility, comprehensive facility, or marijuana testing facility, and sell marijuana-infused products, pre-rolls, and infused pre-rolls to a marijuana dispensary facility, a marijuana testing facility, or another marijuana-infused products manufacturing facility. A comprehensive marijuana-infused manufacturing facility need not segregate or account for its marijuana products as either non-medical marijuana or medical marijuana.

*Consumer.* Consumer means a person who is at least twenty-one years of age.

*Daycare.* Daycare means a child-care facility, as defined by section 210.201, RSMo, or successor provisions, that is licensed by the State of Missouri

*Daycare or childcare center, state licensed.* Any place, home, or institution which is licensed by the State of Missouri as a family child care home, group child care home, or child care facility, as defined by section 210.201, RSMo, or successor provisions,

*Entity.* Entity means a natural person, corporation, professional corporation, nonprofit corporation, cooperative corporation, unincorporated association, business trust, limited liability company, general or limited partnership, limited liability partnership, joint venture, or any other legal entity.

*Flowering plant.* Flowering plant means a marijuana plant from the time exhibits the first signs of sexual maturity through harvest.

*Infused pre-roll.* Infused pre-roll means a consumable or smokable marijuana product, generally consisting of (1) a wrap or paper, (2) dried flower, buds, and/or plant material, and (3) a concentrate, oil, or other type of marijuana extract, either within or on the surface of the product. Infused pre-rolls may not include a filter or crutch at the base of the product.

*Marijuana accessories.* Any equipment, product, material, or combination of equipment, products, or materials, which is specifically designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, ingesting, inhaling, or otherwise introducing marijuana into the human body.

*Marijuana consumption lounge.* Any place, location, building, or portion thereof, or premises owned or operated by a corporation, association, person, or persons for a social, educational, or recreational purpose whose access is limited to registered members and their guests which is not necessarily for profit or to render a service which is customarily carried on as a business.

*Marijuana facility.* A comprehensive or medical marijuana cultivation facility, comprehensive or medical marijuana dispensary facility, comprehensive or medical marijuana testing facility, comprehensive or medical marijuana-infused products manufacturing facility, comprehensive or medical storage or transportation facility, microbusiness wholesale facility, microbusiness dispensary facility, or any other type of marijuana-related facility or business licensed or certified by the State of Missouri.

*Marijuana microbusiness facility.* Marijuana microbusiness facility means a facility licensed by the State of Missouri as a microbusiness dispensary facility or microbusiness wholesale facility, as defined by the State of Missouri.

*Marijuana testing facility.* A marijuana testing facility means a facility certified by the State of Missouri to acquire, test, certify, and transport marijuana, including those originally certified as a medical marijuana testing facility.

*Marijuana transport or storage facility.* A marijuana transport or storage facility means a facility certified by the State of Missouri to transport or store marijuana or marijuana-infused products.

*Medical marijuana facility.* Medical facility means any medical marijuana cultivation facility, medical marijuana dispensary facility, or medical marijuana-infused products manufacturing facility, as defined in this section.

*Microbusiness dispensary facility.* Microbusiness dispensary facility means a facility licensed by the State of Missouri to acquire, process, package, store on site or off site, sell, transport to or from, and deliver marijuana, marijuana seeds, marijuana vegetative cuttings (also known as clones), marijuana-infused products and drug paraphernalia used to administer marijuana to a consumer, qualifying patient, as that term is defined in this chapter, or primary caregiver, as that term is defined in this chapter, anywhere on the licensed property or to any address as directed by the consumer, qualifying patient, or primary caregiver and consistent

with the limitations of this chapter and by law, a microbusiness wholesale facility or a marijuana testing facility. Microbusiness dispensary facility's authority to process marijuana shall include the creation of pre-rolls.

*Microbusiness wholesale facility.* A microbusiness wholesale facility means a facility licensed by the State of Missouri to acquire, cultivate, process, package, store on site or off site, manufacture, transport to or from, deliver, and sell marijuana, marijuana seeds, marijuana vegetative cuttings (also known as clones), and marijuana infused products to a microbusiness dispensary facility, other microbusiness wholesale facility, or marijuana testing facility. A microbusiness wholesale facility may cultivate up to 250 flowering marijuana plants at any given time. A microbusiness wholesale facility's authority to process marijuana shall include the creation of pre-rolls and infused pre-rolls.

*Medical use.* Medical use means the production, possession, delivery, distribution, transportation, or administration of marijuana or a marijuana-infused product, or drug paraphernalia used to administer marijuana or a marijuana-infused product, for the benefit of a qualifying patient to mitigate the symptoms or effects of the patient's qualifying medical condition.

*Nurse practitioner.* An individual who is licensed and in good standing as an advanced practice registered nurse, or successor designation, under Missouri law.

*Physician.* An individual who is licensed and in good standing to practice medicine or osteopathy under Missouri law.

*Physician or nurse practitioner certification.* A document, whether handwritten, electronic, or in another commonly used format, signed by a physician, or a nurse practitioner and stating that, in the physician's or nurse practitioner's professional opinion, the patient suffers from a qualifying medical condition as defined by the State of Missouri.

*Pre-roll.* A consumable or smokable marijuana product, generally consisting of: (1) a wrap or paper and (2) dried flower, buds, and/or plant material. Pre-rolls may or may not include a filter or crutch at the base of the product.

*Primary caregiver.* An individual twenty-one years of age or older who has significant responsibility for managing the well-being of a qualifying patient and who is designated as such on the primary caregiver's application for an identification card under the requirements of the State of Missouri.

*Qualifying patient.* An individual diagnosed with at least one qualifying medical condition under the requirements of the State of Missouri."

Section 2. That Chapter 65, Article I, Section 65-2, of the Code of Ordinances of the City of Jackson, Missouri is hereby amended to read as follows:

**“Sec. 65-2. Definitions.**

\*\*\*

*Church.* A permanent building primarily and regularly used as a place of religious worship.

*Daycare or childcare center.* Any place, home, or institution which receives five (5) or more children under the age of seventeen (17) years and not of common parentage for care apart from their natural parents, legal guardians, or custodians when received for regular periods of time for compensation; provided, however, this definition shall not include public and private schools, organized, operated, or approved under the laws of this state; custody of children fixed by a court of competent jurisdiction; children related by blood or marriage within the third degree of the custodial person; or to churches or other religious or public institutions while their parents or legal guardians are attending services, meetings or classes, or are engaged in church activities.

*Marijuana or marihuana.* Marijuana or marihuana means Cannabis indica, Cannabis sativa, and Cannabis ruderalis, hybrids of such species, and any other strains commonly understood within the scientific community to constitute marijuana, as well as resin extracted from the plant and marijuana-infused products. Marijuana or marihuana does not include industrial hemp containing a crop wide average tetrahydrocannabinol concentration that does not exceed three-tenths of one (0.3) percent on a dry weight basis as defined by Missouri statute, or commodities or products manufactured from industrial hemp.

*Marijuana-infused products.* Marijuana-infused products means products that are infused, dipped, coated, sprayed, or mixed with marijuana or an extract thereof and are intended for use or consumption other than by smoking, including, but not limited to, edible products, ointments, tinctures, and concentrates, products that are able to be vaporized or smoked, edible products, ingestible products, topical products, suppositories, and infused pre-rolls.

*Medical marijuana cultivation facility.* Medical marijuana cultivation facility means a facility licensed by the State of Missouri to acquire, cultivate, process, package, store on site or off site, transport to or from, and sell marijuana, marijuana seeds, marijuana vegetative cuttings (also known as clones), to a medical marijuana dispensary facility, to a medical marijuana testing facility, medical marijuana cultivation facility, or to a medical marijuana-infused products manufacturing facility. A medical marijuana cultivation facility's

authority to process marijuana shall include the production and sale of pre-rolls but shall not include the manufacture of marijuana-infused products.

*Medical marijuana dispensary facility.* Medical marijuana dispensary facility means a facility licensed by the State of Missouri to acquire, process, package, store on site or off site, sell, transport to or from, and deliver marijuana, marijuana seeds, marijuana vegetative cuttings (also known as clones), marijuana-infused products, and drug paraphernalia used to administer marijuana as provided for in this chapter to a qualifying patient, a primary caregiver anywhere on the licensed property or to any address as directed by the patient or primary caregiver, so long as the address is a location allowing for the legal possession of marijuana, another medical marijuana dispensary facility, a medical marijuana testing facility, or to a medical marijuana-infused products manufacturing facility. Dispensary facilities may receive transaction orders at the dispensary in person, by phone, or via the internet, including from a third party. A medical marijuana dispensary facility's authority to process marijuana shall include the production and sale of pre-rolls, but shall not include the manufacture of marijuana-infused products.

*Medical marijuana-infused products manufacturing facility.* Medical marijuana-infused products manufacturing facility means a facility licensed by the State of Missouri to acquire, process, package, store on-site or off-site, manufacture, transport to or from, and sell marijuana-infused products to a medical marijuana dispensary facility, to a medical marijuana testing facility, a medical marijuana cultivation facility, or to another medical marijuana-infused products manufacturing facility.

*Medical marijuana testing facility.* Medical marijuana testing facility means a facility certified by the State of Missouri to acquire, test, certify, and transport marijuana, including those originally licensed as a medical marijuana testing facility."

Section 3. That Chapter 65, Article I, Section 65-4, of the Code of Ordinances of the City of Jackson, Missouri, is hereby amended to read as follows:

**"Sec. 65-4. - A-1 Agricultural district regulations.**

\*\*\*

*(1) Use regulations.*

\*\*\*

- b. Agricultural crops including field crops, berry and bush crops, vine crops, and truck gardening, including indoor or outdoor medical

marijuana cultivation facilities, comprehensive marijuana cultivation facilities, and microbusiness wholesale facilities in compliance with Sec. 65-32.

- f. Storage of grain, hay, or other crop products, including unprocessed marijuana in compliance with Sec. 65-32.
  
- l. Nurseries and greenhouses, for growing or propagation of plants, turf, trees, and shrubs, including medical marijuana cultivation facilities, comprehensive marijuana cultivation facilities, and microbusiness wholesale facilities in compliance with Sec. 65-32.”

**NOTE TO CODIFIER: Please note in Chapter 65, Article I, Section 65-4, Subparts (1) b., f. and l. have been modified.**

Section 4. That Chapter 65, Article I, Section 65-5, of the Code of Ordinances of the City of Jackson, Missouri, is hereby amended to read as follows:

**“Sec. 65-5. - R-1 Single-family residential district regulations.**

(1) *Use regulations.* A building or premises shall be used only for the following purposes:

\*\*\*

- g. Agricultural uses including only gardening, flower gardening, non-commercial greenhouses, and the raising and housing of farm animals in accordance with chapter 7, excluding marijuana cultivation facilities.”

**NOTE TO CODIFIER: Please note in Chapter 65, Article I, Section 65-5, Subparts (1) g. has been modified.**

Section 5. That Chapter 65, Article I, Section 65-6, of the Code of Ordinances of the City of Jackson, Missouri, is hereby amended to read as follows:

**“Sec. 65-6. - R-2 Single-family residential district regulations.**

(1) *Use regulations.* A building or premises shall be used only for the following purposes:

\*\*\*

- h. Agricultural uses including only gardening, flower gardening, non-commercial greenhouses, and the raising and housing of farm animals in accordance with chapter 7, excluding marijuana cultivation facilities.”

**NOTE TO CODIFIER: Please note in Chapter 65, Article I, Section 65-6, Subparts (1) h. has been modified.**

Section 6. That Chapter 65, Article I, Section 65-7, of the Code of Ordinances of the City of Jackson, Missouri, is hereby amended to read as follows:

**“Sec. 65-7. - R-3 One- and two-family residential district regulations.**

- (1) *Use regulations.* A building or premises shall be used only for the following purposes:

\*\*\*

- j. Agricultural uses including only gardening, flower gardening, non-commercial greenhouses, and the raising and housing of farm animals in accordance with chapter 7, excluding marijuana cultivation facilities.
- l. Fraternal organizations and other private clubs, excepting those whose chief activity is a service customarily carried on by a business, and excluding marijuana consumption lounges and marijuana clubs.”

**NOTE TO CODIFIER: Please note in Chapter 65, Article I, Section 65-7, Subparts (1) j. and l. have been modified.**

Section 7. That Chapter 65, Article I, Section 65-8, of the Code of Ordinances of the City of Jackson, Missouri, is hereby amended to read as follows:

**“Sec. 65-8. - R-4 General residential district regulations.**

- (1) *Use regulations.* A building or premises shall be used only for the following purposes:

\*\*\*

- n. Agricultural uses including only gardening, flower gardening, non-commercial greenhouses, and the raising and housing of farm animals in accordance with chapter 7, excluding marijuana cultivation facilities.



- p. Fraternal organizations and other private clubs, excepting those whose chief activity is a service customarily carried on by a business, and excluding marijuana consumption lounges and marijuana clubs.”

**NOTE TO CODIFIER: Please note in Chapter 65, Article I, Section 65-8, Subparts (1) n. and p. have been modified.**

Section 8. That Chapter 65, Article I, Section 65-10, of the Code of Ordinances of the City of Jackson, Missouri, is hereby amended to read as follows:

**“Sec. 65-10. - O-1 Professional office district regulations.**

- (1) *Use regulations.* A building or premises shall be used only for the following purposes:

\*\*\*

- n. Agricultural uses including only gardening, flower gardening, non-commercial greenhouses, and the raising and housing of farm animals in accordance with Chapter 7, excluding marijuana cultivation facilities.
- p. Fraternal organizations and other private clubs, excepting those whose chief activity is a service customarily carried on by a business, and excluding marijuana consumption lounges and marijuana clubs.
- u. Professional services and offices; including medical, dental, and other health-related services; legal, engineering, surveying, architectural, research, accounting, and planning services, including medical marijuana dispensaries in compliance with Sec. 65-32, but excluding animal hospitals and animal clinics.
- y. Restaurants, cafeterias, gift shops, magazine stands, drugstores, medical prescriptions centers, and medical marijuana dispensaries in compliance with Sec. 65-32, will be permitted, provided they are operated as an accessory use to and located within a permitted use of the O-1 professional office district and further provided that any advertising of such sales shall be confined to the interior of the building and shall not be visible from the outside of such building.”

**NOTE TO CODIFIER: Please note in Chapter 65, Article I, Section 65-10, Subparts (1) n., p., u., and y. have been modified.**

Section 9. That Chapter 65, Article I, Section 65-11, of the Code of Ordinances of the City of Jackson, Missouri, is hereby amended to read as follows:

**“Sec. 65-11. - C-1 Local commercial district regulations.**

(1) *Use regulations.* A building or premises shall be used only for the following purposes:

\*\*\*

- p. Agricultural uses including only gardening, flower gardening, commercial or noncommercial greenhouses, plant shelters, nurseries, roadside stands or markets, the raising and housing of farm animals in accordance with chapter 7, indoor medical marijuana cultivation facilities, comprehensive marijuana cultivation facilities, and microbusiness wholesale facilities in compliance with Sec. 65-32.
- r. Fraternal organizations and other private clubs, excluding adult entertainment, but including marijuana consumption lounges and marijuana clubs in compliance with Sec. 65-32, with a special use permit only.
- y. Retail food stores, including grocery stores, meat markets and delicatessens, ice-cream or candy stores, and bakeries with baking and processing for retail trade on the premises only.
- z. Drugstores and medical prescriptions centers, including medical marijuana dispensaries, comprehensive marijuana dispensaries, and microbusiness marijuana dispensaries in compliance with Sec. 65-32.”

**NOTE TO CODIFIER: Please note in Chapter 65, Article I, Section 65-11, Subparts (1) p., r., y. and z. have been modified.**

Section 10. That Chapter 65, Article I, Section 65-12, of the Code of Ordinances of the City of Jackson, Missouri, is hereby amended to read as follows:

**“Sec. 65-12. - C-2 General commercial district regulations.**

(1) *Use regulations.* A building or premises shall be used only for the following purposes:

\*\*\*

- p. Agricultural uses including only gardening, flower gardening, commercial or noncommercial greenhouses, plant shelters, nurseries, roadside stands or markets, and the raising and housing of farm animals in accordance with chapter 7, indoor medical marijuana cultivation facilities, indoor comprehensive marijuana cultivation facilities, and indoor microbusiness wholesale facilities in compliance with Sec. 65-32.

- z. Drugstores and medical prescriptions centers, including medical marijuana dispensaries, comprehensive marijuana dispensaries, and microbusiness medical marijuana dispensaries in compliance with Sec. 65-32.
- ww. The following uses when located fifty (50) feet or more from any residential district (as measured to the property lines) and separated from an adjacent residential district by a privacy fence:
  - 25. Wholesale or distributing establishment or warehouse or wholesale market, including marijuana storage facilities and marijuana transportation facilities in compliance with Sec. 65-32.
  - 35. Marijuana dispensaries in compliance with Sec. 65-32.”

**NOTE TO CODIFIER: Please note in Chapter 65, Article I, Section 65-12, Subparts (1) p., z., ww. and its subsection 25. have been modified. Subpart (1) ww. 35. has been added.**

Section 11. That Chapter 65, Article I, Section 65-13, of the Code of Ordinances of the City of Jackson, Missouri, is hereby amended to read as follows:

**“Sec. 65-13. - C-3 Central business district regulations.**

- (1) *Use regulations.* A building or premises shall be used only for the following purposes:

\*\*\*

- o. Agricultural uses including only gardening, flower gardening, commercial or noncommercial greenhouses, plant shelters, nurseries, roadside stands or markets, and the raising and housing of farm animals in accordance with chapter 7, excluding marijuana cultivation facilities.
- y. Drugstores and medical prescriptions centers, including marijuana dispensaries in compliance with Sec. 65-32.
- rr. The following uses when located fifty (50) feet or more from any residential district (as measured to the property lines) and separated from an adjacent residential district by a privacy fence:
  - 25. Wholesale or distributing establishment or warehouse or wholesale market, excluding marijuana storage facility and marijuana transportation facility.

27. Experimental, film, or testing laboratory, excluding marijuana testing facility.

31. Marijuana dispensaries in compliance with Sec. 65-32.”

**NOTE TO CODIFIER: Please note in Chapter 65, Article I, Section 65-13, Subparts (1) o., y., rr. and its subsection 25. have been modified. Subpart (1) rr., subsection 31. has been added. Subpart (1) rr., subsection 31. should be renumbered as 32.**

Section 12. That Chapter 65, Article I, Section 65-15, of the Code of Ordinances of the City of Jackson, Missouri, is hereby amended to read as follows:

**“Sec. 65-15. - CO-1 Enhanced commercial overlay district regulations**

- (1). *Use regulations.* A building or premises shall be used only for the following purposes:

\*\*\*

- b. In addition to special use permit requirements in the underlying districts, the following uses shall also require a special use permit:

\*\*\*

7. Medical and comprehensive marijuana cultivation facilities and marijuana microbusiness wholesale facilities in compliance with Sec. 65-32.
8. Medical and comprehensive marijuana manufacturing facilities in compliance with Sec. 65-32.”

**NOTE TO CODIFIER: Please note in Chapter 65, Article I, Section 65-15, Subparts (1) b. 7. and b. 8. have been added. There are now two subparts numbered (1) b. 7. Please renumber the original (1) b. 7. as the last subpart, (1) b. 9.**

Section 13. That Chapter 65, Article I, Section 65-16, of the Code of Ordinances of the City of Jackson, Missouri, is hereby amended to read as follows:

**“Sec. 65-16. - I-1 Light industrial district regulations.**

\*\*\*

(1) *Use regulations.* All uses permitted herein shall not be obnoxious or offensive by reason of the emission of smoke, dust, fumes, gas, odors, noise, or vibrations beyond the confines of the premises. A building or premises shall be used only for the following purposes:

- o. Drugstores and medical prescription centers, including marijuana dispensaries in compliance with Sec. 65-32
- ii. Greenhouse, plant shelter, or nursery, excluding marijuana cultivation facility.
- jj. The following uses when located not less than fifty (50) feet from any residential district (as measured to the property line):

\*\*\*

25. ~~Wholesale or distributing establishment or warehouse or wholesale market.~~

35. Warehouse, wholesale merchandise, or distributing establishment, including marijuana transportation and storage facility in compliance with Sec. 65-32.

37. Experimental, film, or testing laboratory, including marijuana testing facility in compliance with Sec. 65-32.

44. The manufacture, compounding, processing, packaging, or storage of such goods, materials, and products as the following:

\*\*\*

v. Marijuana-infused products manufacturing facility in compliance with Sec. 65-32.

49. Freight, transportation facility, including marijuana storage and transportation facility in compliance with Section 65-32.

51. Research, design and development firms, experimental or testing laboratory, including marijuana testing facility in compliance with Sect. 65-32.

56. Marijuana consumption lounges and marijuana clubs in compliance with Sec. 65-32 with a special use permit only.

57. Any other light industrial use of a similar character which is not specifically permitted herein, with a special use permit only and

only when such use is consistent with the intent and purpose of the I-1 Light industrial district.”

**NOTE TO CODIFIER: Please note in Chapter 65, Article I, Section 65-16, the following:**

**Subpart (1) o. has been modified;**

**Subpart (1) ii. has been modified;**

**Subpart (1) jj., subsection 25. has been deleted and remaining paragraphs should be renumbered accordingly;**

**Subpart (1) jj., subsection 35. has been modified and should be renumbered;**

**Subpart (1) jj., subsection 37. has been modified and should be renumbered;**

**Subpart (1) jj., subsection 44. has added subsection v. and should be renumbered;**

**Subpart (1) jj., subsection 49. has been modified and should be renumbered;**

**Subpart (1) jj., subsection 51. has been modified and should be renumbered;**

**Subpart (1) jj. has added subsection 56. and the last remaining subsection should be renumbered accordingly.**

Section 14. That Chapter 65, Article I, Section 65-17, of the Code of Ordinances of the City of Jackson, Missouri, is hereby amended to read as follows:

**“Sec. 65-17. - I-2 Heavy industrial district regulations. \*\*\***

- (1) *Use regulations.* All uses permitted herein shall not be obnoxious or offensive by reason of the emission of smoke, dust, fumes, gas, odors, noise, or vibrations beyond the confines of the premises. A building or premises shall be used only for the following purposes:

\*\*\*

- n. ~~Restaurants, cafeterias, gift shops, magazine stands, drugstores, and medical prescriptions centers will be permitted, provided they are operated as an accessory use to and located within a permitted use of the I-2 Heavy Industrial district and further provided that any advertising of such sales shall be confined to the interior of the building and shall not be visible from the outside of such building.~~
- p. Drugstores and medical prescriptions centers, including medical marijuana dispensaries in compliance with Sec. 65-32.

hh. Greenhouse, plant shelter, or nursery, excluding marijuana cultivation facility.

ii. The following uses when located not less than fifty (50) feet from any residential district (as measured to the property line) and separated by a privacy fence:

\*\*\*

25. Wholesale or distributing establishment or warehouse or wholesale market, including marijuana transportation and storage facility in compliance with Sec. 65-32.

35. ~~Experimental, film, or testing laboratory.~~

42. The manufacture, compounding, processing, packaging, or storage of such goods, materials, and products as the following:

\*\*\*

viii. Marijuana-infused products manufacturing facility in compliance with Sec. 65-32.

43. ~~Warehouse storage or distributing facility, including wholesale storage.~~

44. Freight, transportation storage, and trucking yard or terminal, including marijuana storage and transportation facility in compliance with Sec. 65-32.

46. Research, design and development firms, experimental, film, or testing laboratory, including marijuana testing facility in compliance with Sec. 65-32.

61. Farming and farming associated agricultural uses, including marijuana cultivation facility in compliance with Sec. 65-32.

63. ~~Warehouse storage or distributing facility, including wholesale storage.~~

mm. Marijuana consumption lounges and marijuana clubs, in compliance with Sec. 65-32 with a special use permit only."

**NOTE TO CODIFIER: Please note in Chapter 65, Article I, Section 65-17, the following:**

**Subpart (1) p. has been modified;**

**Subpart (1) hh. has been modified;**  
**Subpart (1) ii., subsection 25. has been modified;**  
**Subpart (1) ii., subsection 35. has been deleted and the remaining subsections should be renumbered accordingly;**  
**Subpart (1) ii., subsection 42. has been modified by adding subsection viii.;**  
**Subpart (1) ii., subsection 43. has been deleted and the remaining subsection should be renumbered accordingly;**  
**Subpart (1) ii., subsection 44. has been modified;**  
**Subpart (1) ii., subsection 46. has been modified;**  
**Subpart (1) ii., subsection 61. has been modified;**  
**Subpart (1) ii., subsection 63. has been deleted and the remaining subsection should be renumbered accordingly;**  
**Subpart (1) mm. has been added.**

Section 15. That Chapter 65, Article I, Section 65-20, of the Code of Ordinances of the City of Jackson, Missouri, is hereby amended to read as follows:

**“Sec. 65-20. – Accessory building, use, and structure regulations.**

\*\*\*

(11) Personal cultivation of marijuana. The personal cultivation of marijuana shall be a permitted accessory use in all zoning districts, when in compliance with state law.”

**NOTE TO CODIFIER: Please note in Chapter 65, Article I, Section 65-20, a Subpart (11) has been added.**

Section 16. That Chapter 65, Article I, Section 65-32, of the Code of Ordinances of the City of Jackson, Missouri, is hereby amended to read as follows:

**“Sec. 65-32. - Marijuana.**

(1) No new marijuana cultivation facility, marijuana dispensary facility, marijuana-infused products manufacturing facility, marijuana testing facility, marijuana transportation / storage facility, marijuana consumption lounge or marijuana club may not be located within five hundred (500) feet of a previously existing church, public or private school, or state-licensed daycare measured by the following methods:

- a. In the case of a freestanding facility, the distance between the facility and the school, daycare, or church shall be measured from the external wall of the facility structure closest in proximity to the school, daycare,



or church to the closest point of the property line of the school, daycare, or church.

- b. In the case of a school, daycare, or church that is part of a larger structure such as an office building or strip mall, the distance shall be measured to the entrance or exit of the school, daycare, or church closest in proximity to the facility.
  - c. In the case of a facility that is part of a larger structure, such as an office building or strip mall, the distance between the facility and the school, daycare, or church shall be measured from the property line of the school, daycare, or church to the facility's entrance or exit closest in proximity to the school, daycare, or church.
  - d. All measurements shall be made along the shortest path between the demarcation points that can be lawfully travelled on foot.
- (2) The personal cultivation of marijuana shall be a permitted in all zoning districts in accordance with Missouri state law.”

**NOTE TO CODIFIER: Please note in Chapter 65, Article I, Section 65-32 the Subpart is deleted and in its place have been added subpart (1) and its subsections a., b., c. and d., and subpart (2).**

Section 17. It is the intent of the Mayor and Board of Aldermen and it is hereby ordained that this ordinance shall become and be made a part of the Code of Ordinances of the City of Jackson, Missouri, and that sections of this ordinance may be renumbered to accomplish such intention.

Section 18. 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 19. That this ordinance shall take effect and be in force from and after its passage and approval.

Section 20. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

FIRST READING: March 20, 2023.

SECOND READING: March 20, 2023

PASSED AND APPROVED this 20th day of March, 2023, by a vote of \_\_\_\_\_ ayes, \_\_\_\_\_  
nays, \_\_\_\_\_ abstentions and \_\_\_\_\_ absent.

(SEAL)

CITY OF JACKSON, MISSOURI

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

ATTEST:

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