CITY OF JACKSON

MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Monday, September 22, 2025 at 6:00 PM

Board Chambers, City Hall, 101 Court St.

AGENDA

CALL TO ORDER

INTRODUCTION OF GUESTS/VISITORS

ADOPTION OF AGENDA

1. Motion adopting the Regular Meeting Agenda.

APPROVAL OF MINUTES

2. Motion approving the Minutes of the Regular Meeting of September 2, 2025.

PUBLIC HEARINGS

3. Hearing to consider Special Use Permits to allow the relocation of two existing billboards on East Jackson Boulevard, due to the reconfiguration of Highway 61, as requested by Jansco Investments, LLC.

4. Hearing to consider a text amendment to Chapter 65 (Zoning) of the Code of Ordinances, relative to off-street parking regulations for a medical or dental clinic, as requested by the City of Jackson, Missouri.

FINANCIAL AFFAIRS

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 approving the Mayor's appointment of Riley Talbut to the Park Board, for a term ending 2026.

8. Motion setting the annual City of Jackson Christmas Party for elected officials, appointed officials, and employees, on Thursday, December 11, 2025, from 11:00 a.m. to 1:00 p.m., at the Jackson Civic Center.

9. Motion accepting the proposal from CK Power, Inc. of St. Louis, Missouri, in the amount of $25,830.00, for services under the Public Works Generator Maintenance Services Agreement – Alternate Proposal #1, covering three Kohler industrial generators.

10. Bill proposing an Ordinance authorizing a contractual agreement with CK Power, Inc., relative to the Public Works Generator Maintenance Services Agreement – Alternate Proposal #1, covering three Kohler industrial generators.

11. Motion accepting the proposal of Cummins, Inc., of Fenton, Missouri, in the amount of $18,125.88, for services under the Public Works Generator Maintenance Services Agreement – Alternate Proposals #2 & #3, covering two Cummins/Onan industrial generators.

12. Bill proposing an Ordinance authorizing a contractual agreement with Cummins, Inc., relative to the Public Works Generator Maintenance Services Agreement – Alternate Proposals #2 & #3, covering two Cummins/Onan industrial generators.

Street, Sewer, and Cemetery Committee

13. Motion approving Change Order No. 1, in the amount of $9,622.62, to Putz Construction, LLC, of Millersville, Missouri, relative to the Sunset Hills Bridge Replacement Project.

14. Motion approving Change Order #1 to CE Contracting, Inc., of Ste. Genevieve, Missouri, in the amount of $159,053.00, and extending the contract by 166 calendar days, relative to the Phase 3 Sanitary Sewer Main Extension along Williams Creek / South Old Orchard Road.

15. Motion setting a public hearing for Monday, October 20, 2025 at 6:00 p.m., to consider a text amendment to Chapter 65 (Zoning) of the Code of Ordinances, relative to building height requirements in the I-1 (Light Industrial), I-2 (Heavy Industrial), and I-3 (Planned Industrial Park) Districts, as requested by the City of Jackson, Missouri.

16. Motion accepting the bid of Apex Paving Company, of Cape Girardeau, Missouri, in the amount of $189,743.12, relative to the 2025 Asphalt Pavement Improvement Program.

17. Bill proposing an Ordinance approving a contractual agreement with Apex Paving Company, relative to the 2025 Asphalt Pavement Improvement Program.

18. Bill proposing an Ordinance amending the “Parking Prohibited Schedule” – Schedule IX, by repealing a designation on North Donna Drive.

19. Bill proposing an Ordinance approving a Special Use Permit to allow the relocation of an existing billboard to the property identified in Document No. 2025-04046, located on East Jackson Boulevard, as requested by Jansco Investments, LLC.

20. Bill proposing an Ordinance approving a Special Use Permit to allow the relocation of an existing billboard to the property identified in Document No. 2025-00531, located on East Jackson Boulevard, as requested by Jansco Investments, LLC.

21. Bill proposing an Ordinance approving a text amendment to Chapter 65 (Zoning) of the Code of Ordinances, relative to off-street parking regulations for a medical or dental clinic, as requested by the City of Jackson, Missouri.

NON-AGENDA CITIZEN INPUT

INFORMATION ITEMS

22. Report by Mayor

23. Reports by Board Members

24. Report by City Attorney

25. Report by City Administrator

EXECUTIVE SESSION
Motion to have executive session. Authority is Section 610.021(2), Revised Statutes of Missouri, as amended, relative to leasing, purchase, or sale of real estate; Section 610.021(12), relative to contracts; and Section 610.021(26), relative to customer usage and billing records.

ADJOURN

Posted on 9/19/2025 at 4:00 PM.

CITY OF JACKSON

MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Tuesday, September 2, 2025 at 6:00 PM

Board Chambers, City Hall, 101 Court St.

MINUTES

The Board of Aldermen met in the Regular Session with Mayor Dwain L. Hahs in the chair and the following Board Members present: Steve Stroder, Mark Unger, Mike Seabaugh, Shana Williams, Eric Fraley, Katy Liley, David Reiminger, and Wanda Young. Present-8; Absent-0

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

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

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

Mayor Dwain L. Hahs to Present a)
Proclamation declaring September)
2025 as Hunger Action Month in the)
City of Jackson, Missouri)

Now comes forth Mayor Dwain L. Hahs to present a proclamation to SEMO Food Bank President & Chief Executive Officer Joey Keys and Chief Development Officer Clay Schermann declaring September 2025 as Hunger Action Month in the City of Jackson, Missouri.

Motion to Adopt the Agenda as Amended)

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

Motion to Approve the Minutes of the)
August 18, 2025, Regular Board Meeting)

Motion made by Alderwoman Liley, seconded by Alderman Unger, to approve the minutes of the preceding Regular Board Meeting of Monday, August 18, 2025. Ayes-8; Nays-0; Absent-0.

Motion to Approve Bills of August, 2025)

Now is presented the list of bills paid in the various funds for the month of August, 2025. Motion made by Alderman Unger, seconded by Alderwoman Young, to approve the list of bills paid in the various funds for August, 2025. Ayes-8; Nays-0; Absent-0.

Resolution No. 2025-04 a Resolution)
Supporting RCH Development, Inc. for)
The construction of affordable housing)
In the Country Club Estates housing)
Development)

Motion made by Alderman Reiminger, seconded by Alderman Seabaugh, in support of RCH Development, Inc. for the provision of $50,000.00 in public infrastructure toward the construction of affordable housing in the Country Club Estates housing development on Walton Drive, contingent upon an affordable housing production program award by the Missouri Housing Development Commission. Ayes-7; Nays-1; Absent-0.

RESOLUTION NO. 2025-04

RESOLUTION

CITY OF JACKSON

MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Tuesday, September 2, 2025 at 6:00 PM

Board Chambers, City Hall, 101 Court St.

MINUTES

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF JACKSON, MISSOURI, AUTHORIZING A COMMITMENT OF FUNDS FOR PUBLIC INFRASTRUCTURE IMPROVEMENTS TO SUPPORT THE COUNTRY CLUB ESTATES DEVELOPMENT.

WHEREAS, RCH Development has proposed the development of Country Club Estates, an affordable family housing project in the City of Jackson, Missouri, under the Missouri Housing Development Commission's affordable housing production program opportunity; and

WHEREAS, the City of Jackson recognizes the need for affordable housing within the community and views this project as an opportunity to address that need; and

WHEREAS, the City's typical policy limits participation in infrastructure development costs to projects involving oversized collector or arterial streets as designated in the City's Major Street Plan; and

WHEREAS, the Board of Aldermen finds that the unique affordable housing production program funding opportunity provided by the Missouri Housing Development Commission justifies an exception to this policy; and

WHEREAS, the City desires to commit financial support to facilitate the development of public infrastructure improvements necessary for Country Club Estates, contingent upon the project receiving affordable housing production program funding from the Missouri Housing Development Commission.

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

1. **Commitment of Funds.** The City of Jackson hereby commits $50,000.00 toward the cost of public infrastructure improvements necessary to serve the Country Club Estates development, contingent upon the project being awarded funding through the Missouri Housing Development Commission's affordable housing production program.
2. **Support for Proposal.** The Board of Aldermen expresses its support for RCH Development's proposal to provide affordable family housing in the City of Jackson and urges the Missouri Housing Development Commission to favorably consider the proposal.

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MINUTES

3. **Authorization.** The Mayor is hereby authorized to execute any necessary documents and take any actions required to effectuate this commitment, including coordination with the Missouri Housing Development Commission and RCH Development.
4. **Effective Date.** This resolution shall take effect immediately upon its passage.

PASSED BY THE BOARD OF ALDERMEN. This 2nd day of September, 2025, by a vote of 7 ayes, 1 nay, 0 abstentions and 0 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
Mayor

ATTEST:

Angela Birk (signed)
City Clerk

Motion to Approve Task Order)
Authorization No. 25-08 to Lochmueller)
Group, of St. Louis, Missouri, for)
Engineering services related to the)
Preparation of a Cultural Resources)
Survey Memorandum for the East)
Jackson Boulevard Roadway Lighting)
Project)

Motion made by Alderman Reiminger, seconded by Alderwoman Williams, to approve Task Order Authorization No. 25-08 to Lochmueller Group, of St. Louis, Missouri, in the amount of $12,600.00, for engineering services related to the preparation of a Cultural Resources Survey Memorandum for the East Jackson Boulevard Roadway Lighting Project. Ayes-8; Nays-0; Absent-0.

Motion to Accept the bid from The Mason)
Medic, LLC, of Cape Girardeau, Missouri)
Relative to the Power Plant Tuckpointing)
And Masonry Repairs Project)

Motion made by Alderman Reiminger, seconded by Alderman Stroder, to accept the bid, in the amount of $80,300.00, from The Mason Medic, LLC, of Cape Girardeau, Missouri, relative to the Power Plant Tuckpointing and Masonry Repairs Project. Ayes-8; Nays-0; Absent-0.

Ordinance No. 25-79 Re: To Authorize)
A contractual agreement with The)
Mason Medic, LLC, relative to the Power)
Plant Tuckpointing and Masonry Repairs)
Project)

The matter of authorizing a contractual agreement with The Mason Medic, LLC, relative to the Power Plant Tuckpointing and Masonry Repairs Project, came on for consideration. Alderman Reiminger introduced Bill No. 25-81, being for an ordinance entitled as follows:

CITY OF JACKSON

MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Tuesday, September 2, 2025 at 6:00 PM

Board Chambers, City Hall, 101 Court St.

MINUTES

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACTUAL AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND THE MASON MEDIC*, LLC,* OF CAPE GIRARDEAU, MISSOURI, RELATIVE TO *THE POWER PLANT TUCKPOINTING AND MASONRY REPAIRS PROJECT*; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

On a motion by Alderman Reiminger, seconded by Alderman Stroder, Bill No. 25-81 was placed on its first reading and was read by title, considered and discussed and was duly passed. On a motion by Alderman Reiminger, seconded by Alderman Stroder, Bill No. 25-81 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. 25-79 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Seabaugh-aye; Alderman Fraley-aye; Alderwoman Liley-aye; Alderwoman Young-aye; Alderman Unger-aye; Alderwoman Williams-aye; Alderman Stroder-aye; and Alderman Reiminger-aye.

BILL NO. 25-81 **ORDINANCE NO. 25-79**

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACTUAL AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND THE MASON MEDIC*, LLC,* OF CAPE GIRARDEAU, MISSOURI, RELATIVE TO *THE POWER PLANT TUCKPOINTING AND MASONRY REPAIRS 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 attached hereto and incorporated herein as if fully set forth; and

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

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

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the contract attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **The Mason Medic, LLC, 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.

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MINUTES

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: September 2, 2025.

SECOND READING: September 2, 2025.

PASSED AND APPROVED this 2nd day of September, 2025, by a vote of 8 ayes, 0 nays, 0 abstentions and 0 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
Mayor

ATTEST:

Angela Birk (signed)
City Clerk

Ordinance No. 25-80 Re: To Amend)
Chapter 39 (Motor Vehicles and Traffic)
Code) of the Code Of Ordinances,)
Relative to Parking in City Lots)

The matter of amending Chapter 39 (Motor Vehicles and Traffic Code) of the Code of Ordinances, relative to Parking in City Lots, came on for consideration. Alderman Reiminger introduced Bill No. 25-82, being for an ordinance entitled as follows:

AN ORDINANCE AMENDING CHAPTER 39 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSOURI, RELATIVE TO MOTOR VEHICLES AND TRAFFIC CODE; AND REPEALING ALL ORDINANCES IN CONFLICT THEREWITH.

On a motion by Alderman Reiminger, seconded by Alderman Stroder, Bill No. 25-82 was placed on its first reading and was read by title, considered and discussed and was duly passed. On a motion by Alderman Reiminger, seconded by Alderman Stroder, Bill No. 25-82 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. 25-80 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderwoman Williams-aye; Alderman Reiminger-aye; Alderman Stroder-aye; Alderman Fraley-aye; Alderwoman Young-aye; Alderman Unger-aye; Alderman Seabaugh-aye; and Alderwoman Liley-aye.

CITY OF JACKSON

MAYOR & BOARD OF ALDERMEN REGULAR MEETING

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BILL NO. 25-82 **ORDINANCE NO. 25-80**

AN ORDINANCE AMENDING CHAPTER 39 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSOURI, RELATIVE TO MOTOR VEHICLES AND TRAFFIC CODE; AND REPEALING ALL ORDINANCES IN CONFLICT THEREWITH.

WHEREAS, Section 39-416 of the Code of Ordinances for the City of Jackson, Missouri, currently prohibits parking in a city metered parking lot for more than seventy-two (72) hours; and

WHEREAS, Section 39-417 of the Code of Ordinances for the City of Jackson, Missouri, currently prohibits parking in a city metered parking lot without an attached current state license tag; and

WHEREAS, the City no longer operates or maintains metered parking facilities; and

WHEREAS, the continued reference to "metered" in Sections 39-416 and 39-417 is outdated and no longer accurately reflects the City's parking infrastructure; and

WHEREAS, the Board of Aldermen find it necessary and appropriate to amend Sections 39-416 and 39-417 to remove the term "metered" in order to update the Code of Ordinances and ensure its provisions apply to all city parking lots;

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

Section 1. That Chapter 39, Section 39-416, of the Code of Ordinances of the City of Jackson, Missouri, is hereby **amended** to read as follows:

“Sec. 39-416. Maximum period vehicle may be left on any street.

No vehicle shall be parked or left standing in the same place on any street, alley or city parking lot for a longer time than seventy-two (72) consecutive hours.”

Section 2. That Chapter 39, Section 39-417, of the Code of Ordinances of the City of Jackson, Missouri, is hereby **amended** to read as follows:

“Sec. 39-417. Parking unlicensed vehicles on streets prohibited.

No vehicle shall be parked or left standing on the streets, alleys or city parking lots of the city without having thereunto attached a current state license tag.”

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Section 3. 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 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.

Section 6. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

FIRST READING: September 2, 2025.

SECOND READING: September 2, 2025.

PASSED AND APPROVED this 2nd day of September, 2025, by a vote of 8 ayes, 0 nays, 0 abstentions and 0 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
Mayor

ATTEST:

Angela Birk (signed)
City Clerk

Motion to Authorize the City staff to)
Prepare and submit a request on behalf)
Of the City of Jackson, Missouri, for a)
Text amendment to Chapter 65 (Zoning))
Of the Code of Ordinances, relative to)
Home occupations)

Motion made by Alderwoman Liley, seconded by Alderman Fraley, to authorize the City staff to prepare and submit a request on behalf of the City of Jackson, Missouri, for a text amendment to Chapter 65 (Zoning) of the Code of Ordinances, relative to home occupations. Ayes-8; Nays-0; Absent-0.

Motion to Authorize the City staff to)
Prepare and submit a request on behalf)
Of the City of Jackson, Missouri, for a)
Text amendment to Chapter 65 (Zoning))
Of the Code of Ordinances, relative to)
Building height requirements in the I-1,)
I-2, and I-3 Districts)

CITY OF JACKSON

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Motion made by Alderwoman Liley, seconded by Alderman Unger, to authorize the City staff to prepare and submit a request on behalf of the City of Jackson, Missouri, for a text amendment to Chapter 65 (Zoning) of the Code of Ordinances, relative to building height requirements in the I-1 (Light Industrial), I-2 (Heavy Industrial), and I-3 (Planned Industrial Park) Districts. Ayes-8; Nays-0; Absent-0.

Motion to Accept the bid of Lite Designs)
& Guttering LLC, of Benton, Missouri,)
Relative to the Holiday Extravaganza)
Lighting Program)

Motion made by Alderwoman Liley, seconded by Alderwoman Young, to accept the bid of Lite Designs & Guttering LLC, of Benton, Missouri, in the amounts not to exceed $11,853.20 in 2025, $12,445.86 in 2026, and $13,068.15 in 2027, relative to the Holiday Extravaganza Lighting Program. Ayes-8; Nays-0; Absent-0.

Ordinance No. 25-81 Re: To Authorize a)
Contractual agreement with Lite Designs)
& Guttering LLC, relative to the Holiday)
Extravaganza Lighting Program)

The matter of authorizing a contractual agreement with Lite Designs & Guttering LLC, relative to the Holiday Extravaganza Lighting Program, came on for consideration. Alderwoman Liley introduced Bill No. 25-83, 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 *LITE DESIGNS & GUTTERING, LLC OF BENTON, MISSOURI,* RELATIVE TO THE *HOLIDAY EXTRAVAGANZA LIGHTING PROGRAM*; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.**

On a motion by Alderwoman Liley, seconded by Alderman Fraley, Bill No. 25-83 was placed on its first reading and was read by title, considered and discussed and was duly passed. On a motion by Alderwoman Liley, seconded by Alderman Fraley, Bill No. 25-83 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. 25-81 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Stroder-aye; Alderman Seabaugh-aye; Alderwoman Young-aye; Alderman Reiminger-aye; Alderman Fraley-aye; Alderman Unger-aye; Alderwoman Williams-aye; and Alderwoman Liley-aye.

BILL NO. 25-83 **ORDINANCE NO. 25-81**

> **AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *LITE DESIGNS & GUTTERING, LLC OF BENTON, MISSOURI,* RELATIVE TO THE *HOLIDAY EXTRAVAGANZA LIGHTING 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 attached hereto and incorporated herein as if fully set forth; and

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MAYOR & BOARD OF ALDERMEN REGULAR MEETING

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MINUTES

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

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

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

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

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: September 2, 2025.

SECOND READING: September 2, 2025.

PASSED AND APPROVED this 2nd day of September, 2025, by a vote of 8 ayes, 0 nays, 0 abstentions and 0 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
Mayor

ATTEST:

Angela Birk (signed)
City Clerk

CITY OF JACKSON

MAYOR & BOARD OF ALDERMEN REGULAR MEETING

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MINUTES

Ordinance No. 25-82 Re: To Approve)
The Plat of Blues Highway Center)
Subdivision, as submitted by)
Mongoose Properties, LLC)

The matter of approving the Plat of Blues Highway Subdivision, as submitted by Mongoose Properties, LLC, came on for consideration. Alderwoman Liley introduced Bill No. 25-84, being for an ordinance entitled as follows:

> **AN ORDINANCE ACCEPTING THE PLAT OF BLUES HIGHWAY CENTER SUBDIVISION, A DIVISION OF LOTS 1, 2 AND 3 FOR COMMERCIAL PURPOSES; ACCEPTING DEDICATION OF EASEMENTS, STREETS AND PROPERTIES DESCRIBED; ACCEPTING RESTRICTIONS, IF ANY, FILED THEREWITH; AUTHORIZING THE RECORDING OF SAID PLAT; ACCEPTING IMPROVEMENTS CONSTRUCTED OR TO BE CONSTRUCTED AND INDICATED ON SAID PLAT; REPEALING ALL ORDINANCES IN CONFLICT THEREWITH.**

On a motion by Alderwoman Liley, seconded by Alderman Unger, Bill No. 25-84 was placed on its first reading and was read by title, considered and discussed and was duly passed. On a motion by Alderwoman Liley, seconded by Alderman Unger, Bill No. 25-84 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. 25-82 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderwoman Young-aye; Alderman Stroder-aye; Alderwoman Liley-aye; Alderman Reiminger-aye; Alderman Seabaugh-aye; Alderman Fraley-aye; Alderman Unger-aye; and Alderwoman Williams-aye.

BILL NO. 25-84 **ORDINANCE NO. 25-82**

> **AN ORDINANCE ACCEPTING THE PLAT OF BLUES HIGHWAY CENTER SUBDIVISION, A DIVISION OF LOTS 1, 2 AND 3 FOR COMMERCIAL PURPOSES; ACCEPTING DEDICATION OF EASEMENTS, STREETS AND PROPERTIES DESCRIBED; ACCEPTING RESTRICTIONS, IF ANY, FILED THEREWITH; AUTHORIZING THE RECORDING OF SAID PLAT; ACCEPTING IMPROVEMENTS CONSTRUCTED OR TO BE CONSTRUCTED AND INDICATED ON SAID PLAT; REPEALING ALL ORDINANCES IN CONFLICT THEREWITH.**

WHEREAS, Mongoose Properties, LLC, has platted Blues Highway Center Subdivision, a division of Lots 1, 2 and 3 for commercial purposes, as located within the corporate limits of the City of Jackson, Missouri; and,

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

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

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

CITY OF JACKSON

MAYOR & BOARD OF ALDERMEN REGULAR MEETING

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Board Chambers, City Hall, 101 Court St.

MINUTES

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, do hereby accept the final plat of Blues Highway Center Subdivision, a division of Lots 1, 2 and 3 for commercial purposes, which is attached hereto as Exhibit A, including all easements, right-of-way streets and improvements indicated thereon and subject to the terms and conditions expressed therein.

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

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

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

FIRST READING: September 2, 2025.

SECOND READING: September 2, 2025.

PASSED AND APPROVED this 2nd day of September, 2025, by a vote of 8 ayes, 0 nays, 0 abstentions and 0 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
Mayor

ATTEST:

Angela Birk (signed)
City Clerk

Ordinance No. 25-83 Re: To Amend the)
"Speed Limit Designations Schedule" -)
Schedule V, by repealing and updating)
Designations affected by previously)
Vacated public rights-of-way)

The matter of amending the "Speed Limit Designations Schedule" – Schedule V, by repealing and updating designations affected by previously vacated public rights-of-way, came on for consideration. Alderwoman Liley introduced Bill No. 25-85, being for an ordinance entitled as follows:

AN ORDINANCE AMENDING THE "SPEED LIMIT DESIGNATIONS SCHEDULE, SCHEDULE V," PASSED AND APPROVED THE 18TH DAY OF NOVEMBER, 1985, BY REPEALING AND ADDING CERTAIN SPEED LIMIT DESIGNATIONS.

On a motion by Alderwoman Liley, seconded by Alderwoman Young, Bill No. 25-85 was placed on its first reading and was read by title, considered and discussed and was duly passed.

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On a motion by Alderwoman Liley, seconded by Alderwoman Young, Bill No. 25-85 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. 25-83 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Unger-aye; Alderwoman Young-aye; Alderwoman Liley-aye; Alderman Reiminger-aye; Alderman Seabaugh-aye; Alderman Fraley-aye; Alderwoman Williams-aye; and Alderman Stroder-aye.

BILL NO. 25-85 **ORDINANCE NO. 25-83**

AN ORDINANCE AMENDING THE "SPEED LIMIT DESIGNATIONS SCHEDULE, SCHEDULE V," PASSED AND APPROVED THE 18TH DAY OF NOVEMBER, 1985, BY REPEALING AND ADDING CERTAIN SPEED LIMIT DESIGNATIONS.

WHEREAS, the Board of Aldermen of the City of Jackson, Missouri, has previously vacated certain rights-of-way within the City; and

WHEREAS, the Board of Aldermen of the City of Jackson, Missouri, has determined that certain control designations are either no longer needed or require amendment for the safe and efficient regulation of traffic; and

WHEREAS, the repeal or amendment of these designations will better serve the public interest and align with current traffic management needs.

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

Section 1. The "Speed Limit Designations Schedule, Schedule V," passed and approved on the 18th day of November, 1985, is hereby amended by repealing the following speed limit designations:

COLORADO STREET: On Colorado Street between West Jefferson Street and West Madison Street – 15 mph.

MADISON STREET (WEST): On West Madison Street between Colorado Street and South Russell Street—15 mph.

RUSSELL STREET (SOUTH): On South Russell Street between West Madison Street and West Adams Street—15 mph.

Section 2. The "Speed Limit Designations Schedule, Schedule V," passed and approved on the 18th day of November, 1985, is hereby amended by adding the following speed limit designations:

RUSSELL STREET (SOUTH): On South Russell Street between West Adams Street and West Jefferson Street—15 mph.

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COLORADO STREET: On Colorado Street between West Jefferson Street and the Jackson High School parking lot – 15 mph.

Section 3. 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 "Speed Limit Designations Schedule, Schedule V," and the City Clerk of the City of Jackson, Missouri, is directed to amend the schedule in accordance herewith.

Section 4. The City Administrator of the City of Jackson, Missouri, is hereby directed to cause signs to be removed or added as needed at the locations set forth above.

Section 5. 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 6. 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 7. This ordinance shall take effect and be in force from and after its passage and approval.

FIRST READING: September 2, 2025.

SECOND READING: September 2, 2025.

PASSED AND APPROVED this 2nd day of September, 2025, by a vote of 8 ayes, 0 nays, 0 abstentions and 0 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
Mayor

ATTEST:

Angela Birk (signed)
City Clerk

Ordinance No. 25-84 Re: To Amend the)
"Stop Street Designation Schedule" -)
Schedule VI, by repealing and updating)
Designations affected by previously)
Vacated public rights-of-way)

The matter of amending the "Stop Street Designation Schedule" – Schedule VI, by repealing and updating designations affected by previously vacated public rights-of-way, came

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on for consideration. Alderwoman Liley introduced Bill No. 25-86, being for an ordinance entitled as follows:

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

On a motion by Alderwoman Liley, seconded by Alderman Fraley, Bill No. 25-86 was placed on its first reading and was read by title, considered and discussed and was duly passed. On a motion by Alderwoman Liley, seconded by Alderman Fraley, Bill No. 25-86 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. 25-84 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderwoman Liley-aye; Alderman Unger-aye; Alderwoman Young-aye; Alderman Reiminger-aye; Alderman Seabaugh-aye; Alderman Fraley-aye; Alderwoman Williams-aye; and Alderman Stroder-aye.

BILL NO. 25-86 **ORDINANCE NO. 25-84**

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

WHEREAS, the Board of Aldermen of the City of Jackson, Missouri, has previously vacated certain rights-of-way within the City; and

WHEREAS, the Board of Aldermen of the City of Jackson, Missouri, has determined that certain control designations are either no longer needed or require amendment for the safe and efficient regulation of traffic; and

WHEREAS, the repeal or amendment of these designations will better serve the public interest and align with current traffic management needs.

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

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

COLORADO STREET: On Colorado Street at its intersection with West Madison Street, traffic on Colorado Street to stop.

JEFFERSON STREET (EAST): On East Jefferson Street at its intersection with South Hope Street (Hwy. 61), traffic from both the east and west to stop.

MADISON STREET (WEST): On West Madison Street at its intersection with Colorado Street, traffic on West Madison Street to stop.

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MONROE STREET (WEST): On West Monroe Street on the east side of its intersection with Colorado Street, traffic on West Monroe Street to stop.

Section 2. The "Stop Street Designation Schedule, Schedule VI," passed and approved on the 18th day of November, 1985, is hereby amended by adding the following stop street designations:

COLORADO STREET: On both sides of Colorado Street at its intersection with the Jackson High School parking lot, traffic on Colorado Street to stop.

JEFFERSON STREET (EAST): On East Jefferson Street at its intersection with South Hope Street (Hwy. 61), traffic on East Jefferson Street to stop.

Section 3. It is the intent of the Mayor and Board of Aldermen of the City of Jackson, Missouri, that this ordinance become and be made a part of the "Stop Street Designation Schedule, Schedule VI," of the City of Jackson, Missouri, and the City Clerk is directed to amend said schedule in accordance herewith.

Section 4. The City Administrator of the City of Jackson, Missouri, is hereby directed to cause stop signs to be removed or added at the above streets in accordance herewith.

Section 5. 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 6. 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 7. This ordinance shall take effect and be in force from and after its passage and approval.

FIRST READING: September 2, 2025.

SECOND READING: September 2, 2025.

PASSED AND APPROVED this 2nd day of September, 2025, by a vote of 8 ayes, 0 nays, 0 abstentions and 0 absent.

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(SEAL)

By: Dwain L. Hahs (signed)
Mayor

ATTEST:

Angela Birk (signed)
City Clerk

Ordinance No. 25-85 Re: To Amend the)
"Parking Prohibited Schedule" -)
Schedule IX, by repealing and updating)
Designations affected by previously)
Vacated public rights-of-way)

The matter of amending the "Parking Prohibited Schedule" – Schedule IX, by repealing and updating designations affected by previously vacated public rights-of-way, came on for consideration. Alderwoman Liley introduced Bill No. 25-87, being for an ordinance entitled as follows:

AN ORDINANCE AMENDING THE "SPEED LIMIT DESIGNATIONS SCHEDULE, SCHEDULE V," PASSED AND APPROVED THE 18TH DAY OF NOVEMBER, 1985, BY REPEALING AND ADDING CERTAIN SPEED LIMIT DESIGNATIONS.

On a motion by Alderwoman Liley, seconded by Alderman Unger, Bill No. 25-85 was placed on its first reading and was read by title, considered and discussed and was duly passed. On a motion by Alderwoman Liley, seconded by Alderman Unger, Bill No. 25-85 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. 25-87 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Fraley-aye; Alderman Unger-aye; Alderwoman Young-aye; Alderwoman Liley-aye; Alderman Reiminger-aye; Alderman Seabaugh-aye; Alderwoman Williams-aye; and Alderman Stroder-aye.

BILL NO. 25-87 **ORDINANCE NO. 25-85**

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

WHEREAS, the Board of Aldermen of the City of Jackson, Missouri, has previously vacated certain rights-of-way within the City; and

WHEREAS, the Board of Aldermen of the City of Jackson, Missouri, has determined that certain control designations are either no longer needed or require amendment for the safe and efficient regulation of traffic; and

WHEREAS, the repeal or amendment of these designations will better serve the public interest and align with current traffic management needs.

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

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

COLORADO STREET: On the west side of Colorado Street between West Madison Street and West Jefferson Street.

JEFFERSON STREET (EAST): On the north side of East Jefferson Street, 27 feet east from the intersection of East Jefferson Street and South Hope Street.

MADISON STREET (WEST): Both sides of West Madison Street for a distance of 15 feet east from its intersection with Colorado Street.

MADISON STREET (WEST): On the south side of West Madison Street between Colorado Street and South Oklahoma Street.

MADISON STREET (WEST): On the north side of West Madison Street, from the east line of South Oklahoma Street west for a distance of 60 feet.

OKLAHOMA STREET (SOUTH): On both the east and west sides of South Oklahoma Street, between West Madison Street and West Jackson Boulevard (Hwy. 72).

RUSSELL STREET (SOUTH): On both sides of South Russell Street thirty feet north from the intersection of South Russell Street and West Madison Street.

Section 2. The "Parking Prohibited Schedule, Schedule IX," passed and approved on the 18th day of November, 1985, is hereby amended by adding the following no parking designation:

COLORADO STREET: On the west side of Colorado Street between West Jefferson Street and the Jackson High School parking lot.

OKLAHOMA STREET (SOUTH): On both sides of South Oklahoma Street, between West Jackson Boulevard (Hwy. 72) and the Jackson High School football stadium.

Section 3. It is the intent of the Mayor and Board of Aldermen of the City of Jackson, Missouri, that this ordinance become and be made a part of the "Parking Prohibited Schedule, Schedule IX," and the City Clerk of the City of Jackson, Missouri, is directed to replace said schedule in accordance herewith.

Section 4. The City Administrator of the City of Jackson, Missouri, is hereby directed to cause appropriate signs to be removed or added at the locations set forth hereinabove.

Section 5. 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.

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Section 6. 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 7. This ordinance shall take effect and be in force from and after its passage and approval.

FIRST READING: September 2, 2025.

SECOND READING: September 2, 2025.

PASSED AND APPROVED this 2nd day of September, 2025, by a vote of 8 ayes, 0 nays, 0 abstentions and 0 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
Mayor

ATTEST:

Angela Birk (signed)
City Clerk

Ordinance No. 25-86 Re: To Amend the)
"Parallel Parking on Certain Streets)
Schedule" - Schedule XIII, by repealing)
And updating designations affected by)
Previously vacated public rights-of-way)

The matter of amending the "Parallel Parking on Certain Streets Schedule" – Schedule XIII, by repealing and updating designations affected by previously vacated public rights-of-way, came on for consideration. Alderwoman Liley introduced Bill No. 25-88, being for an ordinance entitled as follows:

AN ORDINANCE AMENDING THE "PARALLEL PARKING ON CERTAIN STREETS SCHEDULE, SCHEDULE XIII," PASSED AND APPROVED THE 18TH DAY OF NOVEMBER, 1985, BY REPEALING AND ADDING CERTAIN PARALLEL PARKING DESIGNATIONS.

On a motion by Alderwoman Liley, seconded by Alderwoman Young, Bill No. 25-88 was placed on its first reading and was read by title, considered and discussed and was duly passed. On a motion by Alderwoman Liley, seconded by Alderwoman Young, Bill No. 25-88 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. 25-86 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Reiminger-aye; Alderman Unger-aye; Alderwoman Young-aye; Alderwoman Liley-aye; Alderman Seabaugh-aye; Alderman Fraley-aye; Alderwoman Williams-aye; and Alderman Stroder-aye.

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BILL NO. 25-88 **ORDINANCE NO. 25-86**

AN ORDINANCE AMENDING THE "PARALLEL PARKING ON CERTAIN STREETS SCHEDULE, SCHEDULE XIII," PASSED AND APPROVED THE 18TH DAY OF NOVEMBER, 1985, BY REPEALING AND ADDING CERTAIN PARALLEL PARKING DESIGNATIONS.

WHEREAS, the Board of Aldermen of the City of Jackson, Missouri, has previously vacated certain rights-of-way within the City; and

WHEREAS, the Board of Aldermen of the City of Jackson, Missouri, has determined that certain control designations are either no longer needed or require amendment for the safe and efficient regulation of traffic; and

WHEREAS, the repeal or amendment of these designations will better serve the public interest and align with current traffic management needs.

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

Section 1. The "Parallel Parking On Certain Streets Schedule, Schedule XIII," passed and approved on the 18TH day of November, 1985, is hereby amended by repealing the following parallel parking designations:

JEFFERSON STREET: On both the north and south sides of Jefferson Street, between South Hope Street and South Russell Street, unless otherwise marked as no parking.

RUSSELL STREET (SOUTH): On both the east and west sides of South Russell Street, between West Madison Street and West Main Street, unless otherwise marked as no parking.

Section 2. The "Parallel Parking On Certain Streets Schedule, Schedule XIII," passed and approved on the 18TH day of November, 1985, is hereby amended by adding the following parallel parking designations:

JEFFERSON STREET (WEST): On both the north and south sides of West Jefferson Street, between South Hope Street and South Missouri Street, unless otherwise marked as no parking.

RUSSELL STREET (SOUTH): On both the east and west sides of South Russell Street, between West Jefferson Street and West Main Street, unless otherwise marked as no parking.

Section 3. 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 "Parallel Parking On Certain Streets

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Schedule, Schedule XIII," and the City Clerk of the City of Jackson, Missouri, is directed to amend the schedule in accordance herewith.

Section 4. The City Administrator of the City of Jackson, Missouri, is hereby directed to cause signs to be removed or added at the locations set forth above.

Section 5. 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 6. 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 7. This ordinance shall take effect and be in force from and after its passage and approval.

FIRST READING: September 2, 2025.

SECOND READING: September 2, 2025.

PASSED AND APPROVED this 2nd day of September, 2025, by a vote of 8 ayes, 0 nays, 0 abstentions and 0 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
Mayor

ATTEST:

Angela Birk (signed)
City Clerk

Ordinance No. 25-87 Re: To Amend the)
"Crosswalks Designated Schedule" -)
Schedule XVI, by repealing and updating)
Designations affected by previously)
Vacated public rights-of-way)

The matter of amending the "Crosswalks Designated Schedule" – Schedule XVI, by repealing and updating designations affected by previously vacated public rights-of-way, came on for consideration. Alderwoman Liley introduced Bill No. 25-89, being for an ordinance entitled as follows:

AN ORDINANCE AMENDING THE "CROSSWALKS DESIGNATED SCHEDULE, SCHEDULE XVI," PASSED AND APPROVED THE 18TH DAY OF NOVEMBER, 1985, BY REPEALING AND ADDING TO CERTAIN CROSSWALK DESIGNATIONS.

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On a motion by Alderwoman Liley, seconded by Alderman Fraley, Bill No. 25-89 was placed on its first reading and was read by title, considered and discussed and was duly passed. On a motion by Alderwoman Liley, seconded by Alderman Fraley, Bill No. 25-89 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. 25-87 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Seabaugh-aye; Alderman Unger-aye; Alderwoman Young-aye; Alderwoman Liley-aye; Alderman Reiminger-aye; Alderman Fraley-aye; Alderwoman Williams-aye; and Alderman Stroder-aye.

BILL NO. 25-89 **ORDINANCE NO. 25-87**

AN ORDINANCE AMENDING THE "CROSSWALKS DESIGNATED SCHEDULE, SCHEDULE XVI," PASSED AND APPROVED THE 18TH DAY OF NOVEMBER, 1985, BY REPEALING AND ADDING TO CERTAIN CROSSWALK DESIGNATIONS.

WHEREAS, the Board of Aldermen of the City of Jackson, Missouri, has previously vacated certain rights-of-way within the City; and

WHEREAS, the Board of Aldermen of the City of Jackson, Missouri, has determined that certain control designations are either no longer needed or require amendment for the safe and efficient regulation of traffic; and

WHEREAS, the repeal or amendment of these designations will better serve the public interest and align with current traffic management needs.

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

Section 1. The "Crosswalks Designated Schedule, Schedule XVI," passed and approved on the 18th day of November, 1985, is hereby amended by repealing the following crosswalks designations:

COLORADO STREET: On Colorado Street at its intersection with West Madison Street, crosswalk on the north side of West Madison Street.

JEFFERSON STREET (EAST): On East Jefferson Street, 70 feet west of South Ohio Street, crosswalk running north and south from the Immaculate Conception Church to the Immaculate Conception Church south parking lot.

HOPE STREET (SOUTH): On South Hope Street (Hwy. 61) at its intersection with East Jefferson Street, crosswalk on the south side of the intersection.

MADISON STREET (WEST): On West Madison Street at its intersection with Colorado Street, crosswalk on the east side of the intersection.

OKLAHOMA STREET (SOUTH): On South Oklahoma Street at its intersection with West Madison Street, crosswalk on the south side of the intersection.

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OKLAHOMA STREET (SOUTH): On South Oklahoma Street at its intersection with West Madison Street, crosswalk running from the southwest corner to the northeast corner of the intersection.

Section 2. The "Crosswalks Designated Schedule, Schedule XVI," passed and approved on the 18th day of November, 1985, is hereby amended by adding the following crosswalks designations:

COLORADO STREET: On Colorado Street at its intersection with the Jackson High School parking lot, crosswalk on the north side of the intersection.

Section 3. 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 "Crosswalks Designated Schedule, Schedule XVI," and the City Clerk of the City of Jackson, Missouri, is directed to amend the schedule in accordance herewith.

Section 4. The City Administrator of the City of Jackson, Missouri, is hereby directed to cause appropriate signs to be removed or added at the locations set forth above.

Section 5. 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 6. 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 7. This ordinance shall take effect and be in force from and after its passage and approval.

FIRST READING: September 2, 2025.

SECOND READING: September 2, 2025.

PASSED AND APPROVED this 2nd day of September, 2025, by a vote of 8 ayes, 0 nays, 0 abstentions and 0 absent.

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CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
Mayor

ATTEST:

Angela Birk (signed)
City Clerk

Ordinance No. 25-88 Re: To Amend the)
"Handicapped Parking Designated)
Schedule" - Schedule XVII, by repealing)
And updating designations affected by)
Previously vacated public rights-of-way)

The matter of amending the "Handicapped Parking Designated Schedule" – Schedule XVII, by repealing and updating designations affected by previously vacated public rights-of-way, came on for consideration. Alderwoman Liley introduced Bill No. 25-90, 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 REPEALING CERTAIN HANDICAPPED PARKING DESIGNATIONS.

On a motion by Alderwoman Liley, seconded by Alderman Unger, Bill No. 25-90 was placed on its first reading and was read by title, considered and discussed and was duly passed. On a motion by Alderwoman Liley, seconded by Alderman Unger, Bill No. 25-90 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. 25-88 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderwoman Williams-aye; Alderman Unger-aye; Alderwoman Young-aye; Alderwoman Liley-aye; Alderman Reiminger-aye; Alderman Seabaugh-aye; Alderman Fraley-aye; and Alderman Stroder-aye.

BILL NO. 25-90 **ORDINANCE NO. 25-88**

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

WHEREAS, the Board of Aldermen of the City of Jackson, Missouri, has previously vacated certain rights-of-way within the City; and

WHEREAS, the Board of Aldermen of the City of Jackson, Missouri, has determined that certain control designations are either no longer needed or require amendment for the safe and efficient regulation of traffic; and

WHEREAS, the repeal or amendment of these designations will better serve the public interest and align with current traffic management needs.

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

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

MADISON STREET (WEST): On West Madison Street at its intersection with South Russell Street, three handicapped parking spots on the east curbside.

OKLAHOMA STREET (SOUTH): On South Oklahoma Street at its intersection with West Monroe Street, one 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 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 removed at the locations 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: September 2, 2025.

SECOND READING: September 2, 2025.

PASSED AND APPROVED this 2nd day of September, 2025, by a vote of 8 ayes, 0 nays, 0 abstentions and 0 absent.

CITY OF JACKSON

MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Tuesday, September 2, 2025 at 6:00 PM

Board Chambers, City Hall, 101 Court St.

MINUTES

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
Mayor

ATTEST:

Angela Birk (signed)
City Clerk

Motion to Adjourn the Meeting)

Meeting concluded at 6:29 P.M., on a motion made by Alderman Fraley, seconded by Alderwoman Liley, to adjourn the meeting. Ayes-8; Nays-0; Absent-0.

ATTEST:

Mayor

City Clerk

MEMO

TO: Mayor Hahs and Members of the Board

FROM: Larry Miller, Building & Planning Manager

DATE: September 18, 2025

SUBJECT: Public Hearing – Special Use Permit Request (Billboards)

Jansco Investments Inc. has submitted a request for a Special Use Permit to relocate two existing billboards along East Jackson Boulevard, one on each side of Wanda Lee Way.

The billboards were originally positioned adjacent to East Jackson Boulevard for visibility to passing traffic. However, due to the Missouri Department of Transportation's realignment and rerouting of the roadway, the billboards are no longer located directly along the new alignment. This has resulted in the creation of new buildable land between the current billboard locations and East Jackson Boulevard.

The surrounding area consists of a mix of commercial and industrial zoning districts, consistent with locations where billboards are typically permitted. The applicant has expressed concern that future development on this newly created land could obstruct the billboards' visibility. To address this, Jansco Investments Inc. is requesting approval to relocate the billboards closer to the new roadway alignment to maintain visibility and functionality.

This request will be considered and voted on during the regular session. The Special Use Permit must be approved by a majority vote of the Board (5 of 8 Aldermen in favor).

MEMO

TO: Mayor Hahs and Members of the Board

FROM: Larry Miller, Building & Planning Manager

DATE: September 18, 2025

SUBJECT: Public Hearing – Code Amendments to Chapter 65-22 (21), Off-Street Parking for Medical and Dental Clinics

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This is a public hearing regarding off-street parking requirements for medical and dental clinics in Chapter 65-22 of the zoning ordinance.

The current code uses a formula based on the number of doctors, employees, exam rooms, and square footage. This formula often results in significantly higher parking requirements than in other Missouri cities.

To simplify the code and align with other municipalities, staff proposes replacing the existing formula with the following standard:

"One (1) parking space shall be provided for every 250 square feet of total floor area, per floor."

This request will be considered and voted on during the regular session. The amendment must be approved by a majority vote of the Board (5 of 8 Aldermen in favor).

CITY COLLECTOR'S REPORT FOR AUGUST 2025

DESCRIPTION	ELECTRIC FUND	WATER FUND	WASTEWATER FUND	LANDFILL FUND	GEN. REV. FUND	TOTAL
Service Charges (includes internal transfers)	1,746,784.55	321,640.88	243,877.40	68,960.83	-	2,381,263.66
Penalties	11,668.38	2,494.78	1,790.08	505.89	-	16,459.13
Sales Tax	52,249.86	9,328.10	-	-	-	61,577.96
Disconnect Fees	3,756.02	-	-	-	-	3,756.02
Returned Transaction Fees	431.88	-	-	-	-	431.88
Customer Relocation Fees	-	-	-	-	275.00	275.00
Trash Stickers	-	-	-	1,853.00	-	1,853.00
UTILITY COLLECTIONS	**1,814,890.69**	**333,463.76**	**245,667.48**	**71,319.72**	**275.00**	**2,465,616.65**
Adjustments - Penalties	-	-	-	-	-	-
Adjustments - Taxes	-	-	-	-	-	-
Adjustments - Service Fees	-	-	-	-	-	-
NET UTILITY COLLECTIONS	**1,814,890.69**	**333,463.76**	**245,667.48**	**71,319.72**	**275.00**	**2,465,616.65**
Business/Contractor Licenses	-	-	-	-	1,050.00	1,050.00
Event Fees/Misc. Charges	170.00	-	-	-	-	170.00
NON-UTILITY COLLECTIONS	170.00	-	-	-	1,050.00	1,220.00
Misc. Adjustments	-	-	-	-	-	-
Interest on Collector's bank account	-	-	-	-	-	1,019.68
Cash in bank	-	-	-	-	-	2,467,856.33
Missouri Sales Tax payment	(52,249.86)	(9,328.10)	-	-	-	(61,577.96)
TO CITY TREASURER					**$**	**2,406,278.37**

Respectfully Submitted,

City Collector

CITY CLERK'S REPORT FOR THE MONTH OF AUGUST, 2025

ELECTRIC

Sale of Merchandise	0.00	
Pole Rental	0.00	
Electric Meters	695.00	
Electric Service Lines	400.00	
Returned Check Fees	0.00	
URD Services	18,553.44	
Sales Tax Commission	923.78	
Labor and Equipment Use	0.00	
Miscellaneous-Scrap Metal	0.00	
TOTAL		20,572.22

WATER & SEWER

WATER

Water Taps & Water Meters	1,935.00	
Sale of Merchandise	0.00	
Miscellaneous-Scrap Metal	0.00	
TOTAL		1,935.00

WASTEWATER

Wastewater Miscellaneous	0.00	
Industrial Discharge Permit	0.00	
TOTAL		-

GENERAL REVENUE

Building Permits	4,791.31
Electric Permits	160.00
Gas Permits	80.00
Plumbing/Sewer Permits	300.00
Sewer Tap Permits	540.00
Public Hearing & Plat Recording	0.00
Stormwater Review Fees	215.00
Street Repair or Mowing	0.00
Gas Franchise	6,730.02
Sale of Merchandise	0.00
Community Room	0.00
Cable TV Franchise	16,765.47
Copies	92.80
Telephone Franchise Fees	6,894.73
Fire Cost Recovery	0.00

Interest Earned	0.00	
Returned Check - Clerk	30.00	
Jail Expense Reimbursement	0.00	
Cell Tower Rental	1,216.70	
Health Insurance Reimbursement	37.24	
Street Repair or Scrap Metal	0.00	
TOTAL		37,853.27

LANDFILL

Refuse Collections	140.00	
Recyclables	6,295.87	
E-Cycle TV/Monitor Fees	740.00	
Royalties	10,500.00	
TOTAL		17,675.87

CEMETERY

Sale of Lots	3,500.00	
Sale of Niches	0.00	
Grave Openings	5,675.00	
Niche Openings	5,250.00	
Weekend/Holiday Grave Openings/Inurnm	0.00	
Disinterments/Disinurnments	0.00	
TOTAL		14,425.00

PARK

Misc. Park Rentals	30.00	
Rent - Howard St. House	1,237.50	
Ballfield Rentals	825.00	
Pavilion Rentals	700.00	
TOTAL		2,792.50

PARK FOUNDATION

Donations	4,000.00	
Civic Center Donations	0.00	
TOTAL		4,000.00

RECREATIONAL DEVELOPMENT

Pool Concession Receipts	860.61	
Pool Gate	4,115.00	
Pool Daycare	158.00	
Pool Lessons	0.00	
Pool Noon	0.00	
Pool Pass	0.00	
Pool Special	4,149.00	
Basketball Entry Fees	0.00	
Basketball Sponsor Fees	0.00	
Softball Entry Fees	0.00	

Softball Sponsor Fees	0.00	
Softball Tournament Fees	0.00	
Volleyball Entry Fees	0.00	
Reimb./Donations/Special Events	0.00	
Baseball Concessions	0.00	
Baseball Entry Fees	0.00	
Baseball Sponsor Fees	0.00	
Soccer Fee	12,095.00	
Soccer Allstar	0.00	
Soccer Sponsor	2,600.00	
TOTAL		23,977.61
STORMWATER MAINTENANCE FUND		
Stormwater Credit	0.00	
Stormwater Maintenance	1,064.28	
TOTAL		1,064.28
TRUST & AGENCY		
July 4th Receipts	0.00	
Farmers Market Fees	0.00	
TOTAL		-
HEALTH INSURANCE FUND		
Health Insurance Reimbursement	1,973.18	
TOTAL		1,973.18
INMATE SECURITY FUND		
Inmate Security Court Costs	0.00	
TOTAL		-
TRANSPORTATION SALES TAX		
Rent - Donna Drive Extension	908.91	
TOTAL		908.91
RECREATIONAL SALES TAX FUND		
Civic Center Rentals	12,536.25	
Civic Center Programs	0.00	
Civic Center Membership Fees	0.00	
Civic Center Entry Fees	1,307.00	
Civic Center Concessions	144.25	
TOTAL		13,987.50
CDBG		
CDBG - CDBG Rev	0.00	
TOTAL		-
REPORT TOTAL		141,165.34

Water & Light Deposit Accounts

AUGUST, 2025

Beginning Balance August 1, 2025:	$270,446.41
TOTAL DEPOSITS	$14,134.09
TOTAL REFUNDS	$10,979.37
Ending Balance August 31, 2025:	$273,601.13

Balance Consists of :

Checking Account for US Bank	$66,044.58
Investments	$210,000.00
	$276,044.58

CITY TREASURER'S REPORT FOR AUGUST 2025

FUND	FUND BALANCES 08-01-2025	RECEIPTS	TRANSFER OF FUNDS	DISBURSEMENTS	FUND BALANCES	08-31-2025	INVESTMENTS	CASH BALANCE 08-31-2025
ELECTRIC FUNDS								
Operation & Maintenance	-	1,786,554.70	(318,853.01)	1,467,701.69		-	-	-
Electric Surplus Fund	1,522,313.97	11,883.60	295,480.51	41,210.94		1,788,467.14	6,685.48	1,781,781.66
Electric Capital Projects Fund	4,711,557.70	-	-	-		4,711,557.70	3,905,000.00	806,557.70
WATER & SEWER FUNDS								
Water Operation & Maint.	-	328,490.56	(232,768.00)	95,722.56		-	-	-
Water Revenue Bond Fund	197,758.46	-	42,146.80	101,140.00		138,765.26	-	138,765.26
Water & Sewer Deprec. Res. Fund	30,000.00	-	-	-		30,000.00	30,000.00	-
Water & Sewer Bond Reserve Fund	50,000.00	-	-	-		50,000.00	50,000.00	-
Water & Sewer Contingent Fund	30,000.00	-	-	-		30,000.00	30,000.00	-
Water & Sewer Surplus Fund	12,136,734.54	-	311,805.80	17,397.91		12,431,142.43	11,347,031.85	1,084,110.58
Water Replacement Fund	840,782.50	-	-	-		840,782.50	765,000.00	75,782.50
Water Capital Projects	399,638.00	-	-	-		399,638.00	-	399,638.00
Wastewater Operation & Maint.	-	245,891.76	(143,106.19)	102,785.57		-	-	-
Wastewater Replacement Fund	1,068,584.15	-	-	-		1,068,584.15	829,199.89	239,384.26
Wastewater Capital Projects	399,362.00	-	-	-		399,362.00	-	399,362.00
Wastewater Revenue Bond Fund	115.52	-	-	-		125,565.52	-	125,565.52
W & S Construction Fund	2,923,861.96	14,412.59	-	13,551.27		2,924,723.28	1,950,000.00	974,723.28
General Revenue Fund	2,695,836.87	59,520.94	(95,825.46)	584,034.88		2,075,497.47	2,037,765.95	37,731.52
Landfill Fund	782,335.28	89,025.96	(7,964.15)	91,441.20		771,955.89	610,000.00	161,955.89
Cemetery Fund	992,377.86	15,239.80	(5,044.35)	16,642.98		985,930.33	652,000.00	333,930.33
City Park Fund	90,866.41	4,201.87	(6,549.31)	52,479.33		36,039.64	-	36,039.64
Public Park Foundation Fund	153,024.84	4,000.00	-	9,014.33		148,010.51	65,000.00	83,010.51
Recreational Development Fund	145,030.13	24,021.71	-	52,407.75		116,644.09	-	116,644.09
Band Fund	0.00	814.80	-	814.80		0.00	-	0.00
ARPA Fund	338,250.96	-	-	2,919.00		335,331.96	275,000.00	60,331.96
Road Use Tax Fund	183,505.27	358,207.03	-	67.79		541,644.51	57,038.18	484,606.33
Stormwater Maintenance Fund	319,617.70	1,064.28	-	-		320,681.98	209,000.00	111,681.98
Trust and Agency Fund	929,398.07	-	15,463.47	21,613.33		923,248.21	782,740.60	140,507.61
Health Insurance Fund	1,246,980.25	40,563.89	146,020.96	308,805.86		1,124,759.24	245,000.00	879,759.24
Inmate Security Fund	18,149.12	62.00	-	-		18,211.12	-	18,211.12
Equitable Sharing Fund	3,617.07	-	-	-		3,617.07	-	3,617.07
Transportation Sales Tax Fund	440,038.17	135,596.24	-	1,188.38		574,446.03	325,455.27	248,990.76
Transportation Capital Projects Fund	2,715,058.37	-	-	326,884.60		2,388,173.77	-	2,388,173.77
Sales Tax Fund	777,313.57	292,835.27	-	-		1,070,148.84	955,875.91	114,272.93
Recreation Sales Tax Fund	276,940.55	80,129.82	(807.07)	28,677.02		327,586.28	50,000.00	277,586.28
Public Safety Sales Tax Fund	130,741.06	132,961.83	-	-		263,702.89	-	263,702.89
Fire Protection Sales Tax Fund	68,210.69	66,142.32	-	-		134,353.01	-	134,353.01
Capital Projects Construction Fund	1,493,978.41	40,835.67	-	2,132.83		1,532,681.25	940,000.00	592,681.25
Economic Dev. Reserve Fund	994,661.88	-	-	-		994,661.88	850,000.00	144,661.88
CDBG Grant Fund	39,137.45	-	-	3,438.20		35,699.25	-	35,699.25
I-55 Corridor Special Alloc. Fund	3,372.59	-	-	-		3,372.59	-	3,372.59
TOTALS	39,149,151.37	3,732,456.64	(0.00)	3,342,072.22		39,664,985.79	26,967,793.13	12,697,192.66

Respectfully Submitted,

Angela Birk

Angela Birk, City Clerk/Treasurer

Cash on Hand	1,475.00
General Account	10,285,822.22
Collectors Account	2,406,278.37
Equitable Sharing Fund	3,617.07
TOTAL	12,697,192.66

CITY OF JACKSON COMMITTEE APPOINTMENTS

2025
Dwain L. Hahs, Mayor

Power, Light & Water Committee
David Reiminger - Chairman, President of the Board of Aldermen
Mike Seabaugh
Steve Stroder
Shana Williams

Planning & Zoning Commission — 4 Year Terms
(Meets 6:00 P.M. 2nd Wednesday)

1.	Harry Dryer	2029
2.	Heather Harrison	2029
3.	Russ Wiley	2028
4.	Angelia Thomas	2028
5.	Anthony Koeller	2027
6.	Michelle Weber	2027
7.	Tina Weber	2026
8.	Bill Fadler	2026
9.	Travis Niswonger	2026
	Eric Fraley	Alderman Assigned
	Steve Stroder	Alderman Assigned
	Mike Seabaugh	Alderman Assigned
	Larry Miller	Building & Planning Manager

Park Board — 3 Year Terms
(Meets 6:00 P.M., 2nd Monday)

1.	Darin Pettit	2028
2.	Robert Lichtenegger	2028
3.	Cathy Reiminger	2027
4.	Cherie Harris	2027
5.	David Seabaugh	2027
6.	Michelle Flath	2026
7.	Luke Dry	2026
8.	Mandi Gard	2026
9.	Riley Talbut	2026
	Katy Liley	Alderwoman Assigned
	Mark Unger	Alderman Assigned
	Jason Lipe	Parks & Rec Director
	Chris Eastridge	Civic Center Manager

Historic Preservation Commission — 3 Year Terms

1.	(Meets 6:30 P.M., 2nd Thursday)	
2.	Sara Appel	2028
3.		2028
4.	Marybeth Niederkorn	2027
5.	T. Wayne Lewis	2026
	David Reiminger	Liaison Member
	Larry Miller	Building & Planning Manager

Street, Sewer & Cemetery Committee
Katy Liley - Chairwoman
Eric Fraley
Mark Unger
Wanda Young

Community Outreach Board — 3 Year Terms
(Meets 6:00 P.M., 2nd Monday)

1.	Cindy Lichtenegger	2028
2.	David Hitt	2028
3.	Alynda Smithey	2027
4.	Andrea Talley	2027
5.		2027
6.		2027
7.		2027
8.		2027
9.		2027
10.	Marco Otten	2026
11.	Ted Clark	2026
12.	Ron Cook	2026
13.	Sandy Penzel	2026
14.	Laura Dumey	2026
15.		
	Wanda Young	Alderwoman Assigned
	Shana Williams	Alderwoman Assigned
	Jason Mouser	Fire Chief
	James Humphreys	Police Chief
	Jason Lipe	Parks & Rec Director

Zoning Board of Adjustment — 5 Year Terms
(Meets 5:30 P.M., 4th Thursday, when requested)

1.	Wade Bartels	2030
2.	Kenneth White	2029
3.	Brent Wills	2028
4.	Jason Liley	2027
5.	Kevin Schaper	2026
		Alternate, 2029
		Alternate, 2028
	Lynette Moore	Alternate, 2027
	Larry Miller	Building & Planning Manager

Economic Development Board — 3 year terms
(Meets every other month)

1.	John Thompson, **City Citizen at Large**	2028
2.	Tim Goodman, **County Citizen at Large**	2028
3.	Mayor Hahs	2027
4.	Matt Winters, City Administrator	2027
5.	Dave McMullin, **County Citizen at Large**	2027
6.	Kaci Hubbard, **UJRO Representative**	2027
7.	Steve Stroder, **Board of Aldermen Representative**	2026
8.	Mike Seabaugh, **Board of Aldermen Representative**	2026
9.	Janna Clifton, **Jackson Chamber of Commerce Representativ**	2026
10.	Keenan Kinder, **JR2 Admin**	2026

PUBLIC WORKS MEMORANDUM

City of Jackson

TO: **Mayor and Board of Aldermen**

FROM: **Janet Sanders, Director of Public Works**

DATE: **August 27, 2025**

RE: **Generator Maintenance Services Contract Proposals**
Agenda items #9-12

The City has carried ongoing annual maintenance service agreements for large industrial generators at two of our water wells through a three-year contract with CK Power that has now expired. Those two agreements were budgeted into the line item of wastewater equipment maintenance in 2025. Not budgeted for 2025 was the need to add similar service agreements for maintenance of the relatively new Kimbeland lift station and for our Wastewater Plant backup generators. These critical generators also need to receive all annual inspections and service needed to ensure they work properly during an extended power outage.

Proposals were received for Generator Maintenance Services for the following items:

Alternate #1:

- Kohler Industrial Generator at Water Well #4
- Kohler Industrial Generator at Water Well #6
- Kohler Industrial Generator at Kimbeland Lift Station

Alternate #2:

- Cummins Industrial Generator for backup operation Ultraviolet Treatment units and high water pumps at the Wastewater Plant

Alternate #3:

- Cummins Industrial Generator for backup operation of remainder of the Wastewater Plant

The specifications were written so that the City can accept any combination of the Alternates from one or more proposers.

Although CK Power was slightly higher for each of their generator prices, their total cost difference for the three Kohler generators is very minor and they have already serviced two of those generators this year. Therefore, I recommend CK Power be awarded the three-year agreement for the three Kohler generators at an annual cost of $8,610.00 and three year total of $25,830.00.

I also recommend that Cummins, Inc. be awarded the two new Cummins generator annual maintenance agreements for a three-year period at an annual cost of $6,041.96 and a three-year total of $18,125.88.

Based on these recommendations, the expected budget increase for 2025 with the addition of the three additional generators would be $8,911.96 and would become regularly budgeted items for future years.

CITY OF JACKSON
2025 Generator Services
BID TABULATION SHEET

PROPOSAL DUE DATE: August 19, 2025, 10:00 a.m.

Alternate #1 - Kohler Model 145OZT4
WELLS 4 & 6 and KIMBELAND LIFT STATION

BID ITEMS	CK POWER	CUMMINS INC
1 Semi-Annual Inspection	$ 800.00	$ 549.51
2 Annual Lube, Oil, Filter Change	$ 1,185.00	$ 999.63
3 Annual Water Filter Change	INCLUDED	INCLUDED
4 Annual Fuel Filter Change	INCLUDED	INCLUDED
5 Annual 2-Hr Load Bank Testing	$ 595.00	$ 1,038.76
6 Annual Anti-Freeze Testing	$ 50.00	$ 61.91
7 Annual Oil Testing	$ 60.00	$ 61.35
8 Fuel Testing & Treatment	$ 180.00	$ 107.17
ANNUALTOTAL PER GENERATOR	$ 2,870.00	$ 2,818.33
ANNUAL FOR 3 GENERATORS	$ 8,610.00	$ 8,454.99
TOTAL FOR 3-YR AGREEMENT	**$ 25,830.00**	**$ 25,364.97**

Alternate #2 - Cummins/Onan Model DSGAB-1341416
WASTEWATER PLANT UV TREATMENT

BID ITEMS	CK POWER	CUMMINS INC
1 Semi-Annual Inspection	$ 852.00	$ 549.51
2 Annual Lube, Oil, Filter Change	$ 1,195.00	$ 999.63
3 Annual Water Filter Change	INCLUDED	INCLUDED
4 Annual Fuel Filter Change	INCLUDED	INCLUDED
5 Annual 2-Hr Load Bank Testing	$ 585.00	$ 1,038.76
6 Annual Anti-Freeze Testing	$ 50.00	$ 61.91
7 Annual Oil Testing	$ 60.00	$ 61.35
8 Fuel Testing & Treatment	$ 180.00	$ 107.17
ANNUAL TOTAL	$ 2,922.00	$ 2,818.33
TOTAL FOR 3-YR AGREEMENT	**$ 8,766.00**	**$ 8,454.99**

Alternate #3 - Cummins/Onan Model NTA-855-GS2
WASTEWATER TREATMENT PLANT

BID ITEMS	CK POWER	CUMMINS INC
1 Semi-Annual Inspection	$ 920.00	$ 549.51
2 Annual Lube, Oil, Filter Change	$ 1,491.00	$ 1,215.41
3 Annual Water Filter Change	INCLUDED	INCLUDED
4 Annual Fuel Filter Change	INCLUDED	INCLUDED
5 Annual 2-Hr Load Bank Testing	$ 800.00	$ 1,228.28
6 Annual Anti-Freeze Testing	$ 50.00	$ 61.91
7 Annual Oil Testing	$ 60.00	$ 61.35
8 Fuel Testing & Treatment	$ 180.00	$ 107.17
ANNUAL TOTAL	$ 3,501.00	$ 3,223.63
TOTAL FOR 3-YR AGREEMENT	**$ 10,503.00**	**$ 9,670.89**

IV. BID FORM

1. Bid Recipient

This Bid is submitted to:

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

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

2. Bidder's Acknowledgements

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

3. Bidder's Representations

In submitting this Bid, Bidder represents that:

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

Addendum No.	Addendum, Date
_____	_____
_____	_____

b. Bidder has become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

c. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

d. Bidder has carefully studied all Supplementary Conditions of the Bidding Documents and is aware of any special, uncommon, or any requirements beyond the general requirements and description of the Work.

e. Bidder has considered the information known to Bidder itself information commonly known to contractors doing business in the locality of the Site and the Bidding Documents with respect to the effect of such information, observations, and documents on the cost, progress, and performance of

the Work, the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, and Bidder's safety precautions and programs.

f. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

g. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

h. Bidder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Owner is acceptable to Bidder.

i. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

j. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

4. Bidder's Representations

By submitting this Bid Form, Bidder certifies that:

a. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

b. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

c. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

d. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:

i. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;

ii. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

iii. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and,

iv. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

5. Quantity Estimate

The quantity estimates stated in the specifications were derived using reasonable assumptions. These quantities are shown and furnished for the information of the bidder and for comparison of bids. No guarantee is made or implied regarding the accuracy of the bid items. The Contractor may not exceed estimate of quantities and expect payment unless overage is authorized in writing by the Owner.

6. Basis of Bid

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

ALTERNATE BID #1
Generator Model: Kohler 145OZT4

Item No	Description	Unit	Annual Unit Price	Annual Total Price (3 generators)
1	Semi-Annual Inspection	1 EA	$ 800	$ 2400
2	Annual Lube, Oil, Filter Change	1 EA	$ 1185	$ 3555
3	Annual Water Filter Change	1 EA	$ Included	$ W/Annual
4	Annual Fuel Filter Change	1 EA	$ Included	$ W/Annual
5	Annual 2-Hr Load Bank Testing	1 EA	$ 595	$ 1785
6	Annual Anti-Freeze Testing	1 EA	$ 50	$ 150
7	Annual Oil Testing	1 EA	$ 60	$ 180
8	Fuel Testing ~~& Treatment~~	AS NEEDED	$ 180	$ 540
	ANNUAL TOTAL PER GENERATOR		2870	$ 8610
	THREE-YEAR TOTAL PER GENERATOR		8610	$ 25830
	THREE-YEAR TOTAL FOR 3 GENERATORS			$ 25830

ALTERNATE BID #2
Generator Model: Cummins/Onan Model DSGAB-1341416

Item No	Description	Unit	Annual Unit Price	Annual Total
1	Semi-Annual Inspection	1 EA	$ 852	$ 852
2	Annual Lube, Oil, Filter Change	1 EA	$ 1195	$ 1195
3	Annual Water Filter Change	1 EA	$ Included w/	$ Annual
4	Annual Fuel Filter Change	1 EA	$ Included w/	$ Annual
5	Annual 2-Hr Load Bank Testing	1 EA	$ 585	$ 585
6	Annual Anti-Freeze Testing	1 EA	$ 50	$ 50
7	Annual Oil Testing	1 EA	$ 60	$ 60
8	Fuel Testing ~~& Treatment~~	AS NEEDED	$ 180	$ 180
	ANNUAL TOTAL		2922	$ 2922
	THREE-YEAR TOTAL		8766	$ 8766

ALTERNATE BID #3
Generator Model: Cummins/Onan Model NTA-855-GS2

Item No	Description	Unit	Annual Unit Price	Annual Total
1	Semi-Annual Inspection	1 EA	$ 920	$ 920
2	Annual Lube, Oil, Filter Change	1 EA	$ 1491	$ 1491
3	Annual Water Filter Change	1 EA	$ Included W/	$ Annual
4	Annual Fuel Filter Change	1 EA	$ Included W/	$ Annual
5	Annual 2-Hr Load Bank Testing	1 EA	$ 800	$ 800
6	Annual Anti-Freeze Testing	1 EA	$ 50	$ 50
7	Annual Oil Testing	1 EA	$ 60	$ 60
8	Fuel Testing ~~& Treatment~~	AS NEEDED	$ 180	$ 180
	ANNUAL TOTAL		3501	$ 3501
	THREE-YEAR TOTAL		10503	$ 10503

Bidder acknowledges that each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead, travel, and profit for each separately identified item.

7. Statement of Qualifications

Included with the submittal of this Bid Form shall be a Statement of Qualifications provided by Bidder. ***The award of this Contract shall be made on the basis of both price, prior experience, and qualification. Qualification and prior experience with the Bidder may be weighed higher than price.*** For the following items, provide information on the sheets provided and/or attach any supporting documentation as necessary.

8. Bid Submittal Agreement

Bidder: CK POWER

By: _____ (signature) Attest: _____ (signature)

ERIC ROZWODOWSKI (print) JOHN D. MASTERSON (print)

PRESIDENT, AFTERMARKET (title) SERVICE SALES MANAGER (title)

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

Address for giving notices to Bidder:

1100 RESEARCH BLVD

ST. LOUIS, MO 63132

Phone: 314-868-8620 Email: jmasterson@ckpower.com

Contact: JOHN MASTERSON Bidder's License No.: _____ *(if applicable)*

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CK POWER®
YOUR COMPLETE SOURCE OF ENGINE AND GENERATOR POWER
1100 RESEARCH BLVD. • ST. LOUIS, MO 63132

City Clerk
City of Jackson
101 Court Street
Jackson, MO. 63755
Generator Maintenance Servi
Agreement Proposal

DO Not Open Before August 1

BILL NO. 25-___ **ORDINANCE NO. 25-___**

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *CK POWER, INC., OF ST. LOUIS, MISSOURI,* RELATIVE TO THE *PUBLIC WORKS GENERATOR MAINTENANCE SERVICES AGREEMENT – ALTERNATE PROPOSAL #1, COVERING THREE KOHLER INDUSTRIAL GENERATORS*; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

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

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

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

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the contract attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **CK Power, Inc., of St. Louis, 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: September 22, 2025.

SECOND READING: September 22, 2025.

PASSED AND APPROVED this 22nd day of September, 2025, by a vote of __ ayes, __ nays, __ abstentions and __ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

_____
City Clerk

III. CONTRACT AGREEMENT

THIS CONTRACT (the "**Contract**") is entered into this _____ day of _____, 2025,

by and between the ***CITY OF JACKSON, MISSOURI***, Owner of the Project, hereinafter referred to as "**City**", and

CK POWER, INC.

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

2025 Generator Maintenance Contract (Kohler Generators) *(Project)*

to be maintained for the City located at 1149 Nell Green St. (Well 6), 580 N. Union Ave., (Well 4) and 1888 Kimbel Ln. (Kimbeland Lift Station)

WHEREAS, the City has selected the aforesaid Contractor for the Project and by Ordinance No. _____ has awarded the Contractor **Alternate #1** of the Contract for **Twenty-five thousand eight hundred thirty dollars ($25,830.00)** as named in the proposal/bid from the Contractor dated August 19, 2025, a copy of which is incorporated herein.

NOW, THEREFORE, the parties agree as follows:

A. The Contract Documents for the Project are incorporated herein and shall describe this Project and nothing herein shall modify said Contract Documents. The Contract Documents may also consist of such special provisions, addendums, appendices, plans, and specifications as may be necessary for the Project.

B. The Contractor shall perform the Work in compliance with the Contract Documents that may also consist of such special provisions, addendums, appendices, plans, and specifications as may be necessary for the Project.

C. The Contractor shall supply all labor, materials, equipment, and supervision necessary to complete all of the Work as described in the Contract Documents.

D. The Work shall be commenced and completed according to the Project schedule, subject to such extensions and modifications as are made pursuant to the Contract Documents.

E. The City shall pay the Contractor for performance of the Work, subject to additions and deductions as provided in the Contract Documents, at the unit prices stated within the Bid Form and more fully described in the Contract Documents. All provisions regarding retention, security in lieu of retention, and liquidated damages are fully set forth in the Contract Documents. The aforementioned Bid Form is attached to and has been made a part of this Agreement.

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

CITY:

City of Jackson, Missouri

_____
Dwain Hahs, Mayor

ATTEST:

_____
Liza Walker, City Clerk

Address:
101 Court Street
Jackson, Missouri 63755

CONTRACTOR:

_____
Contractor Name

_____
Signature

_____
Printed Name

_____
Title

ATTEST:

_____
Signature

_____
Printed Name

_____
Title

Address:

_____

_____

IV. BID FORM

1. Bid Recipient

This Bid is submitted to:

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

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

2. Bidder's Acknowledgements

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

3. Bidder's Representations

In submitting this Bid, Bidder represents that:

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

Addendum No.	Addendum, Date
_____	_____
_____	_____

b. Bidder has become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

c. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

d. Bidder has carefully studied all Supplementary Conditions of the Bidding Documents and is aware of any special, uncommon, or any requirements beyond the general requirements and description of the Work.

e. Bidder has considered the information known to Bidder itself information commonly known to contractors doing business in the locality of the Site and the Bidding Documents with respect to the effect of such information, observations, and documents on the cost, progress, and performance of

the Work, the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, and Bidder's safety precautions and programs.

f. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

g. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

h. Bidder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Owner is acceptable to Bidder.

i. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

j. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

4. Bidder's Representations

By submitting this Bid Form, Bidder certifies that:

a. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

b. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

c. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

d. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:

i. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;

ii. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

iii. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and,

iv. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

5. Quantity Estimate

The quantity estimates stated in the specifications were derived using reasonable assumptions. These quantities are shown and furnished for the information of the bidder and for comparison of bids. No guarantee is made or implied regarding the accuracy of the bid items. The Contractor may not exceed estimate of quantities and expect payment unless overage is authorized in writing by the Owner.

6. Basis of Bid

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

ALTERNATE BID #1
Generator Model: Kohler 145OZT4

Item No	Description	Unit	Annual Unit Price	Annual Total Price (3 generators)
1	Semi-Annual Inspection	1 EA	$ 549.51	$ 1648.53
2	Annual Lube, Oil, Filter Change	1 EA	$999.63	$ 2998.89
3	Annual Water Filter Change	1 EA	$ Included in full service	$
4	Annual Fuel Filter Change	1 EA	$ Included in full service	$
5	Annual 2-Hr Load Bank Testing	1 EA	$ 1038.76	$ 3116.28
6	Annual Anti-Freeze Testing	1 EA	$ 61.91	$ 185.73
7	Annual Oil Testing	1 EA	$ 61.35	$ 184.05
8	Fuel Testing & Treatment annual quoted	AS NEEDED	$ 107.17	$ 321.51
	ANNUAL TOTAL PER GENERATOR		$2818.33	$ 8454.99
	THREE-YEAR TOTAL PER GENERATOR			$ 8454.99
	THREE-YEAR TOTAL FOR 3 GENERATORS			$25,364.97

ALTERNATE BID #2
Generator Model: Cummins/Onan Model DSGAB-1341416

Item No	Description	Unit	Annual Unit Price	Annual Total
1	Semi-Annual Inspection	1 EA	$ 549.51	$ 549.51
2	Annual Lube, Oil, Filter Change	1 EA	$ 999.63	$ 999.63
3	Annual Water Filter Change	1 EA	$ Included in full service	$
4	Annual Fuel Filter Change	1 EA	$ Included in full service	$
5	Annual 2-Hr Load Bank Testing	1 EA	$ 1038.76	$ 1038.76
6	Annual Anti-Freeze Testing	1 EA	$ 61.91	$ 61.91
7	Annual Oil Testing	1 EA	$ 61.35	$ 61.35
8	Fuel Testing & Treatment annual quoted	AS NEEDED	$ 107.17	$ 107.17
	ANNUAL TOTAL			$ 2818.33
	THREE-YEAR TOTAL			$ 8454.99

ALTERNATE BID #3
Generator Model: Cummins/Onan Model NTA-855-GS2

Item No	Description	Unit	Annual Unit Price	Annual Total
1	Semi-Annual Inspection	1 EA	$ 549.51	$ 549.51
2	Annual Lube, Oil, Filter Change	1 EA	$ 1215.41	$ 1215.41
3	Annual Water Filter Change	1 EA	$ Included in full service	$
4	Annual Fuel Filter Change	1 EA	$ Included in full service	$
5	Annual 2-Hr Load Bank Testing	1 EA	$ 1228.28	$ 1228.28
6	Annual Anti-Freeze Testing	1 EA	$ 61.91	$ 61.91
7	Annual Oil Testing	1 EA	$ 61.35	$ 61.35
8	Fuel Testing & Treatment annual quoted	AS NEEDED	$ 107.17	$ 107.17
	ANNUAL TOTAL			$ 3223.63
	THREE-YEAR TOTAL			$ 9670.89

Bidder acknowledges that each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead, travel, and profit for each separately identified item.

7. Statement of Qualifications

Included with the submittal of this Bid Form shall be a Statement of Qualifications provided by Bidder. ***The award of this Contract shall be made on the basis of both price, prior experience, and qualification. Qualification and prior experience with the Bidder may be weighed higher than price.*** For the following items, provide information on the sheets provided and/or attach any supporting documentation as necessary.

8. Bid Submittal Agreement

Bidder: Cummins Inc.

By: _____ (signature) Attest: _____ (signature)

Benjamin Rankin (print) _____ (print)

Sales Manager (title) _____ (title)

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

Address for giving notices to Bidder:

Cummins Inc.

2247 Cassens Dr. Fenton Mo 63026

Phone: 314 695 3670 Email: Craig.kramer@cummins.com

Contact: Craig Kramer Bidder's License No.: _____ *(if applicable)*

ADDENDUM

City of Jackson, Missouri
REQUEST REGARDING CONDITIONS OF RFP

2025 Generator Maintenance Services

In its response to the above referenced RFP issued by the City of Jackson, Missouri (the "City"), Cummins Inc. ("Cummins" or "Contractor")) makes the following clarifications and exceptions as part of and a condition to submitting this bid. Should Cummins be awarded the Service Contract ("Agreement"), such award is acknowledgement that these exceptions and/or conditions shall be negotiated between the parties:

1) Cummins requests that the following warranty provision be included and made part of the terms of the awarded Agreement:

   All parts and components furnished hereunder shall be warranted in accordance with the applicable manufacturer's express warranty for any goods for a period of one (1) year and Contractor's standard warranty for workmanship for a period of ninety (90) days, and any rights thereto shall pass on to City. THE WRITTEN WARRANTIES SHALL BE EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED; AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE IS EXPRESSLY EXCLUDED. THE REMEDY PROVIDED THEREIN SHALL BE THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY.

2) Cummins asks that the following Limitations provision be included and made part of the terms of the awarded Agreement:

   (a) TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEPT FOR THIRD PARTY CLAIMS THAT ARE THE SUBJECT OF INDEMNIFICATION, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS, LOSS OF USE, LOSS OF DATA, OR DOWNTIME), ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHER LEGAL THEORY.
   (b) EXCEPT FOR (I) THIRD PARTY CLAIMS THAT ARE THE SUBJECT OF INDEMNIFICATION AND (II) DAMAGES TO THE EXTENT CAUSED BY CONTRACTOR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL THE TOTAL AND CUMULATIVE LIABILITY OF CONTRACTOR UNDER THIS AGREEMENT FOR ANY CLAIM OR CLAIMS HEREUNDER BETWEEN THE PARTIES WHETHER IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) EXCEED TWO MILLION DOLLARS ($2,000,000).

Planned Equipment Maintenance Proposal to City of Jackson Mo

Cummins Sales and Service
Cummins.com

8/13/2025

Q-396693, Craig Kramer,
vu940@cummins.com

To the attention of: City of Jackson Mo

Cummins provides best in class products and related services worldwide with the highest quality in the industry. We service more than Cummins engines and generators, and we're pleased to offer you the following planned equipment maintenance proposal.

Cummins Available Planned Maintenance Services:

Cummins offers the following services - based on your selected packages these may or may not be included:

System Inspections: Batteries, controls, fuel systems, cooling systems, intake and exhaust systems, controls and accessories, aftertreatment basic run testing included in all Inspection Services.
Oil & Coolant Analysis: Sampling, included in all Inspection + Services, provides an overall snapshot of the equipment condition.
Planned Maintenance: Clean filters and oil changes included in Full Service keeps your product ready to run.
Load Bank Testing: Prevents wet stacking in diesel engines. In all units load bank testing applies controlled load to the equipment to test for proper operation providing peace of mind.
Transfer Switch & Switchgear: Cummins takes care of your whole system.
Cummins Branded Parts: Maintenance always includes Cummins Genuine Parts where applicable.
Warranty: Best-in-Industry warranty is always included, with a variety of extended warranty options available on Cummins equipment.
Digital Monitoring: Cummins Acumen is a best in class remote monitoring solution for your products to ensure availability and minimize unexpected costs.
Additional Available Services: Winterization, oil extension programs, training and more can all be customized to your needs.

For additional information regarding Cummins available products and services, please contact your Sales Representative.

Pricing for Services:

This 3 year proposal has been customized for your equipment and operations as described here:

Customer Information:		Contact Information:	
City of Jackson Mo		Name:	Janet Sanders,
101 COURT ST, JACKSON, Missouri, 63755-1807		Phone Number:	573 243 2300
Account Number:	139649	Cell:	
		Email:	jsanders@jacksonmo.org

The package Custom Bundle includes the below services for this equipment:

Site Information:		**Equipment Information:**	
1149 Nell Green St. (portable)		**Manufacturer:**	Kohler
1149 Nell Green St. Jackson Mo,		**Model:**	Non-Cummins
Access:	Standard	**Engine Serial Number:**	
Access Notes:		**Genset Serial Number:**	TBD1111
Service Branch:		**ATS Serial Number:**	
Cummins Sales & Service - Sikeston MO		**Quantity:**	1
101 KEYSTONE DR SIKESTON, Missouri 63801-5603 United States		**Install Date:**	
		Warranty Expiration Date:	

Year 1	**Service Type**	**Frequency**	**Quantity**	**Unit Price**	**Extended Price**
	Inspection	Semi-Annually	1	549.51	549.51
	Full Service	Annually	1	999.63	999.63
	Load Bank Test - 2 Hr	Annually	1	1,038.76	1,038.76
	Oil Analysis - Advanced	Annually	1	61.35	61.35
	Coolant Analysis - Basic	Annually	1	61.91	61.91
	Diesel Fuel Analysis - Economy	Annually	1	107.17	107.17
				Year 1 Total:	2,818.33
Year 2	**Service Type**	**Frequency**	**Quantity**	**Unit Price**	**Extended Price**
	Inspection	Semi-Annually	1	549.51	549.51
	Full Service	Annually	1	999.63	999.63
	Load Bank Test - 2 Hr	Annually	1	1,038.76	1,038.76
	Oil Analysis - Advanced	Annually	1	61.35	61.35
	Coolant Analysis - Basic	Annually	1	61.91	61.91
	Diesel Fuel Analysis - Economy	Annually	1	107.17	107.17
				Year 2 Total:	2,818.33
Year 3	**Service Type**	**Frequency**	**Quantity**	**Unit Price**	**Extended Price**
	Inspection	Semi-Annually	1	549.51	549.51
	Full Service	Annually	1	999.63	999.63
	Load Bank Test - 2 Hr	Annually	1	1,038.76	1,038.76
	Oil Analysis - Advanced	Annually	1	61.35	61.35
	Coolant Analysis - Basic	Annually	1	61.91	61.91

	Diesel Fuel Analysis - Economy	Annually	1	107.17	107.17
				Year 3 Total:	2,818.33

Price of Services per Unit: USD 8,454.99
Total Price of Services: USD 8,454.99

The package Custom Bundle includes the below services for this equipment:

Site Information:		**Equipment Information:**	
580 N. Union Ave. (portable		**Manufacturer:**	Kohler
580 N. Union Ave Jackson Mo,		**Model:**	Non-Cummins
Access:	Standard	**Engine Serial Number:**	
Access Notes:		**Genset Serial Number:**	tbd222
Service Branch:		**ATS Serial Number:**	
Cummins Sales & Service - Sikeston MO		**Quantity:**	1
101 KEYSTONE DR SIKESTON, Missouri 63801-5603 United States		**Install Date:**	
		Warranty Expiration Date:	

Year 1	Service Type	Frequency	Quantity	Unit Price	Extended Price
	Inspection	Semi-Annually	1	549.51	549.51
	Full Service	Annually	1	999.63	999.63
	Load Bank Test - 2 Hr	Annually	1	1,038.76	1,038.76
	Oil Analysis - Advanced	Annually	1	61.35	61.35
	Coolant Analysis - Basic	Annually	1	61.91	61.91
	Diesel Fuel Analysis - Economy	Annually	1	107.17	107.17
				Year 1 Total:	2,818.33
Year 2	**Service Type**	**Frequency**	**Quantity**	**Unit Price**	**Extended Price**
	Inspection	Semi-Annually	1	549.51	549.51
	Full Service	Annually	1	999.63	999.63
	Load Bank Test - 2 Hr	Annually	1	1,038.76	1,038.76
	Oil Analysis - Advanced	Annually	1	61.35	61.35
	Coolant Analysis - Basic	Annually	1	61.91	61.91
	Diesel Fuel Analysis - Economy	Annually	1	107.17	107.17
				Year 2 Total:	2,818.33
Year 3	**Service Type**	**Frequency**	**Quantity**	**Unit Price**	**Extended Price**
	Inspection	Semi-Annually	1	549.51	549.51
	Full Service	Annually	1	999.63	999.63
	Load Bank Test - 2 Hr	Annually	1	1,038.76	1,038.76
	Oil Analysis - Advanced	Annually	1	61.35	61.35
	Coolant Analysis - Basic	Annually	1	61.91	61.91

	Diesel Fuel Analysis - Economy	Annually	1	107.17	107.17
				Year 3 Total:	2,818.33

Price of Services per Unit: USD 8,454.99
Total Price of Services: USD 8,454.99

The package Custom Bundle includes the below services for this equipment:

Site Information:		**Equipment Information:**	
1888 Kimbel Ln (portable)		**Manufacturer:**	Kohler
1888 Kimbel Ln Jackson Mo,		**Model:**	Non-Cummins
Access:	Standard	**Engine Serial Number:**	
Access Notes:		**Genset Serial Number:**	TBD333
Service Branch:		**ATS Serial Number:**	
Cummins Sales & Service - Sikeston MO		**Quantity:**	1
101 KEYSTONE DR SIKESTON, Missouri 63801-5603 United States		**Install Date:**	
		Warranty Expiration Date:	

Year 1	Service Type	Frequency	Quantity	Unit Price	Extended Price
	Inspection	Semi-Annually	1	549.51	549.51
	Full Service	Annually	1	999.63	999.63
	Load Bank Test - 2 Hr	Annually	1	1,038.76	1,038.76
	Oil Analysis - Advanced	Annually	1	61.35	61.35
	Coolant Analysis - Basic	Annually	1	61.91	61.91
	Diesel Fuel Analysis - Economy	Annually	1	107.17	107.17
				Year 1 Total:	2,818.33
Year 2	**Service Type**	**Frequency**	**Quantity**	**Unit Price**	**Extended Price**
	Inspection	Semi-Annually	1	549.51	549.51
	Full Service	Annually	1	999.63	999.63
	Load Bank Test - 2 Hr	Annually	1	1,038.76	1,038.76
	Oil Analysis - Advanced	Annually	1	61.35	61.35
	Coolant Analysis - Basic	Annually	1	61.91	61.91
	Diesel Fuel Analysis - Economy	Annually	1	107.17	107.17
				Year 2 Total:	2,818.33
Year 3	**Service Type**	**Frequency**	**Quantity**	**Unit Price**	**Extended Price**
	Inspection	Semi-Annually	1	549.51	549.51
	Full Service	Annually	1	999.63	999.63
	Load Bank Test - 2 Hr	Annually	1	1,038.76	1,038.76
	Oil Analysis - Advanced	Annually	1	61.35	61.35
	Coolant Analysis - Basic	Annually	1	61.91	61.91

	Diesel Fuel Analysis - Economy	Annually	1	107.17	107.17
				Year 3 Total:	2,818.33

Price of Services per Unit: USD 8,454.99
Total Price of Services: USD 8,454.99

The package Custom Bundle includes the below services for this equipment:

Site Information:		**Equipment Information:**	
2230 Lee Ave.		**Manufacturer:**	Cummins Model
2230 Lee Ave Jackson Mo,		**Model:**	Cummins Model
Access:	Standard	**Engine Serial Number:**	
Access Notes:		**Genset Serial Number:**	TBD#444
Service Branch:		**ATS Serial Number:**	
Cummins Sales & Service - Sikeston MO		**Quantity:**	1
101 KEYSTONE DR SIKESTON, Missouri 63801-5603 United States		**Install Date:**	
		Warranty Expiration Date:	

Year 1	**Service Type**	**Frequency**	**Quantity**	**Unit Price**	**Extended Price**
	Inspection	Semi-Annually	1	549.51	549.51
	Full Service	Annually	1	999.63	999.63
	Load Bank Test - 2 Hr	Annually	1	1,038.76	1,038.76
	Oil Analysis - Advanced	Annually	1	61.35	61.35
	Coolant Analysis - Basic	Annually	1	61.91	61.91
	Diesel Fuel Analysis - Economy	Annually	1	107.17	107.17
				Year 1 Total:	2,818.33
Year 2	**Service Type**	**Frequency**	**Quantity**	**Unit Price**	**Extended Price**
	Inspection	Semi-Annually	1	549.51	549.51
	Full Service	Annually	1	999.63	999.63
	Load Bank Test - 2 Hr	Annually	1	1,038.76	1,038.76
	Oil Analysis - Advanced	Annually	1	61.35	61.35
	Coolant Analysis - Basic	Annually	1	61.91	61.91
	Diesel Fuel Analysis - Economy	Annually	1	107.17	107.17
				Year 2 Total:	2,818.33
Year 3	**Service Type**	**Frequency**	**Quantity**	**Unit Price**	**Extended Price**
	Inspection	Semi-Annually	1	549.51	549.51
	Full Service	Annually	1	999.63	999.63
	Load Bank Test - 2 Hr	Annually	1	1,038.76	1,038.76
	Oil Analysis - Advanced	Annually	1	61.35	61.35
	Coolant Analysis - Basic	Annually	1	61.91	61.91

	Diesel Fuel Analysis - Economy	Annually	1	107.17	107.17
				Year 3 Total:	2,818.33

Price of Services per Unit: USD 8,454.99
Total Price of Services: USD 8,454.99

The package Custom Bundle includes the below services for this equipment:

Site Information:		**Equipment Information:**	
2230 Lee Ave.		**Manufacturer:**	Cummins Model
2230 Lee Ave Jackson Mo,		**Model:**	Cummins Model
Access:	Standard	**Engine Serial Number:**	
Access Notes:		**Genset Serial Number:**	
Service Branch:		**ATS Serial Number:**	
Cummins Sales & Service - Sikeston MO		**Quantity:**	1
101 KEYSTONE DR SIKESTON, Missouri 63801-5603 United States		**Install Date:**	
		Warranty Expiration Date:	

Year 1	**Service Type**	**Frequency**	**Quantity**	**Unit Price**	**Extended Price**
	Inspection	Semi-Annually	1	549.51	549.51
	Full Service	Annually	1	1,215.41	1,215.41
	Load Bank Test - 2 Hr	Annually	1	1,228.28	1,228.28
	Oil Analysis - Advanced	Annually	1	61.35	61.35
	Coolant Analysis - Basic	Annually	1	61.91	61.91
	Diesel Fuel Analysis - Economy	Annually	1	107.17	107.17
				Year 1 Total:	3,223.63
Year 2	**Service Type**	**Frequency**	**Quantity**	**Unit Price**	**Extended Price**
	Inspection	Semi-Annually	1	549.51	549.51
	Full Service	Annually	1	1,215.41	1,215.41
	Load Bank Test - 2 Hr	Annually	1	1,228.28	1,228.28
	Oil Analysis - Advanced	Annually	1	61.35	61.35
	Coolant Analysis - Basic	Annually	1	61.91	61.91
	Diesel Fuel Analysis - Economy	Annually	1	107.17	107.17
				Year 2 Total:	3,223.63
Year 3	**Service Type**	**Frequency**	**Quantity**	**Unit Price**	**Extended Price**
	Inspection	Semi-Annually	1	549.51	549.51
	Full Service	Annually	1	1,215.41	1,215.41
	Load Bank Test - 2 Hr	Annually	1	1,228.28	1,228.28
	Oil Analysis - Advanced	Annually	1	61.35	61.35
	Coolant Analysis - Basic	Annually	1	61.91	61.91

	Diesel Fuel Analysis - Economy	Annually	1	107.17	107.17
				Year 3 Total:	3,223.63

Price of Services per Unit: USD 9,670.89
Total Price of Services: USD 9,670.89

Year 1 Total:	USD 14,496.95
Year 2 Total:	USD 14,496.95
Year 3 Total:	USD 14,496.95
Total Agreement - PreTax:	USD 43,490.85

Notes:

Annual fuel sample & test does not include any treatment, fuel treatment will be quoted on as needed basis.

Anything not specifically addressed above is not included.

Customer Responsibilities:

The Customer is responsible for operating the maintained equipment and shall perform all checks as described in the Operation and Maintenance Manual.

Proposal Considerations:

1. All work is planned from Monday to Friday on normal Business working hours – 8:00am to 5:00pm. Additional and off-hours work and billable amounts not listed in the above scope of work shall be based on current calendar year rates.
2. All pricing above is stated excluding any and all taxes.
3. This quotation is open for acceptance for 60 days after which both price and service delivery period will be subject to confirmation prior to acceptance of proposal.
4. The pricing in this quotation will remain the same over the duration of the term.
5. This proposal is offered in U.S. Dollar.
6. Payment terms for this quote are Pay as you go.

This maintenance proposal is expressly conditioned upon acceptance of the https://www.cummins.com/regional-terms-and-conditions/powercare of Cummins' Maintenance Agreement.

I appreciate your interest in working with Cummins and I thank you for your business. If you need any further assistance or clarification, please do not hesitate to contact me.

To accept this quotation as provided, please return a signed copy of this form or contact me for an electronically signable version.

Sincerely,

Craig Kramer
Senior PEM Sales Executive - PG
vu940@cummins.com
www.cummins.com

Please return signed agreement to: vu940@cummins.com

Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to buy from Seller. The foregoing product/ services upon the terms and condition set forth in the "Planned Equipment Maintenance Agreement Terms and Conditions" attached here to which are hereby incorporated here in reference.

Customer Approval (Quote ID Q-396693)

Name: _____

Title: _____

Signature: _____

Date:_____

Approval Cummins Sales & Service - Sikeston MO

Name: _____

Title: _____

Signature: _____

Date:_____

Scope of Services

Generator
Planned Equipment Maintenance

INSPECTION

INTERVALS AVAILABLE: WEEKLY, MONTHLY, QUARTERLY, SEMI-ANNUALLY OR ANNUALLY

BATTERIES AND BATTERY CHARGER
- Visually inspect battery terminal connections
- Verify electrolyte level, vent caps of all cells in the starting battery system
- Visually inspect wiring, connections and insulation
- Record battery charging functions
- Record battery information
- Record battery condition test

FUEL SYSTEM
- Visually inspect ignition system (Natural Gas and Propane Only)
- Record primary tank fuel level
- Inspect engine fuel system for leaks
- Visually inspect all engine fuel hoses, clamps, pipes, components and fittings
- Visually inspect rupture/ containment basin
- Inspect day tank and controls (if applicable)
- Optional - fuel sample for laboratory analysis*

COOLING SYSTEM
- Record coolant level
- Visually inspect for coolant leaks
- Visually inspect drive belts condition
- Verify for proper coolant heater operation
- Record jacket water temperature
- Visually inspect fan, water pump, drives and pulleys
- Visually inspect all coolant hoses, clamps and connections
- Visually inspect radiator condition
- Visually inspect louver for damage
- Visually inspect fan hub and drive pulley for mechanical damage
- Record freeze point of antifreeze protection
- Record DCA level prior to changing coolant filter
- Optional - Coolant sample for laboratory analysis*

LUBRICATION SYSTEM
- Visually inspect engine oil leaks
- Visually inspect engine oil lines and connections
- Record oil level
- Optional - Oil sample for laboratory analysis*

GENSET CONTROLS AND ACCESSORIES
- Visually inspect all engine mounted wiring, senders and devices
- Visually inspect all control mounted components and wiring
- Verify all connecting plugs are tightened and in a good condition
- Visually inspect all accessory components and wiring
- Visually inspect and test lighting indicators

INTAKE AND EXHAUST SYSTEMS
- Visually inspect air filter and housing
- Visually inspect all engine piping and connections
- Record air cleaner restriction
- Visually inspect engine exhaust system for leaks
- Visually inspect rain cap
- Optional – Air filter replacement*
- Optional - Clean crankcase breather or replace filters*

GENERAL CONDITIONS
- Visually inspect governor linkage and oil level
- Visually inspect guards
- Visually inspect enclosure
- Visually inspect engine and generator mounts
- Verify emergency stop operation

TRANSFER SWITCH
- Visually inspect controls and time delay settings
- Verify function of exercise clock and record settings from controller
- Verify remote start control operation
- Record utility / source one voltage

AFTERTREATMENT (Upon request)
- Verify DEF level
- Record DPF restriction
- Visually inspect aftertreatment and controls

SWITCHGEAR (Upon Request)
- Inspection and Full Service quote available upon request.

FULL SERVICE

INCLUDES INSPECTION

OPERATIONAL & FUNCTIONAL REVIEW OF GENERATOR CRITICAL COMPONENTS
- Inspect engine cooling fan & fan drives for excessive wear or shaft wobble
- Check all pulleys, belt tensioners, slack adjusters & idler pulleys for travel, wear & overall condition
- Inspect / lubricate drive bearings, gear or belt drives, and other shaft connecting hardware

LUBRICATION OIL & FILTRATION SERVICE
- Change engine oil
- Change oil, fuel and water filters
- Post lube services operations of genset (unloaded) at rated temperature

* Additional Charge

Any additional repairs, parts, or service which are required will be brought to the attention of the owner. Repairs will only be made after proper authorization from the owner is given to Cummins. Any additional repairs, maintenance or service performed by Cummins or a Planned Equipment Maintenance Agreement holder will be at current Cummins labor rates.

Arc flash boundary and available incident energy shall be identified and marked on equipment being serviced or maintained.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/18/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services Central Inc.
200 E Randolph St.
Chicago, IL 60601

CONTACT NAME: A. I. King Insurance Agency, Inc. (CMI)
PHONE (A/C, No, Ext): 317-841-6004 FAX (A/C, No): 317-841-6006
E-MAIL ADDRESS: cummins@aikinginsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Swiss Re Corporate Solutions Elite Ins	29700
INSURER B: Old Republic Insurance Company	24147
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Cummins Inc.
500 Jackson Street
Columbus IN 47201-6258

COVERAGES **CERTIFICATE NUMBER:** 86286570 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ✓ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ✓ POLICY PRO-JECT LOC OTHER:			CGP0000001-02	8/1/2025	8/1/2026	EACH OCCURRENCE	$5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$5,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$5,000,000
							GENERAL AGGREGATE	$5,000,000
							PRODUCTS - COMP/OP AGG	$5,000,000
								$
B	AUTOMOBILE LIABILITY ✓ ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			MWTB 317015 25	8/1/2025	8/1/2026	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							PHYSICAL DAMAGE	$SELF-INSURED
A	✓ UMBRELLA LIAB ✓ OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			CGU0000001-02	8/1/2025	8/1/2026	EACH OCCURRENCE	$20,000,000
							AGGREGATE	$20,000,000
								$
B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		MWC 314311 25 MWNEX 317722 (NY)	8/1/2025 8/1/2025	8/1/2026 8/1/2026	✓ PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$2,000,000
							E.L. DISEASE - EA EMPLOYEE	$2,000,000
							E.L. DISEASE - POLICY LIMIT	$2,000,000
B	Excess Auto Liability			MWZX 317016 25	8/1/2025	8/1/2026	Limit: 3,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROOF OF INSURANCE

CERTIFICATE HOLDER

PROOF OF INSURANCE

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Al King

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Sales and Service

Cummins Inc. - Payment Options

Cummins Inc dba Cummins Sales and Service in conjunction with High Radius has developed an online web portal for Cummins users. This feature provides monthly account statements, invoices and multiple online payment options. We encourage all customers to sign up for this option to maximize their Cummins experience.
Please sign up at customerpayment.cummins.com

Choose the **Create your Cummins Account** option. Fill in all your details. You will need access to one of your active invoices. Use the customer number and invoice number to finish completing your registration.

For any issues, our support team can assist at https://www.cummins.com/customer-assistance.

Remittance Address for Regular Mail:
Cummins Inc
PO Box 772639
Detroit, MI 48277-2639

For Overnight Payments:
JP Morgan Chase – Lockbox Processing
Attn: Cummins Inc 772639
1 Village Center Dr BLDG 45 First Floor
Van Buren Township, MI 48111

For Electronic Payments:
Please send an email to your collector so you can get the information by email or call 877-480-6970 option 1

Send remittance details to CBSNADCASHAPP@cummins.com add your payment amount in the subject line.

For inquiries call 877-480-6970 option 1. Please note that we no longer accept credit card payments by phone or virtual payment.

Cummins Sales & Service – Credit Application Instructions

Hello,

Thank you for your interest in **Cummins Sales and Service.**
Please follow the below instructions for requesting a line of credit with our organization.

CREDIT APPLICATION

Access or online credit application via the following link:

https://www.cummins.com/na/sales-and-service/credit-department

Credit Application Process

Thank you for requesting information on how your organization can open a credit account with Cummins Sales and Service. Please note that our terms are Net 30.

Click on the link below to complete an online credit application:

CREDIT APPLICATION (ENGLISH)

CREDIT APPLICATION (FRENCH)

All credit applications will be reviewed and verified prior to approval. If your application is approved, you will be notified via email or phone within 48 hours. The application process may take longer if additional information is required.

Please complete all required applicable information, noting required information to input below:

Please select **"YES"** if you have a prior account when asked **"Do you already have an account with Cummins?"**. Input your account number in the *"Existing Customer Number"* field.

Do you already have an account with Cummins? * ◉ Yes ○ No

Existing Customer Number

Please select **"Power Generation Equipment"** as the *"Type of product/services you are interested in purchasing"* and select **"Generator Parts, Service and Planned Maintenance"** as the *"Select the applicable equipment/vehicle category"*.

Once selected, **"Solutions"** will auto-populate as the *"Market Segment"*

Type of product/services you are interested in purchasing* : Power Generation Equipment

Select the applicable equipment/vehicle category* : Generator Parts, Service, and Planned Maintenance

Market Segment (Cummins internal usage)* : Solutions

Please input the sales professional's email as the *"Cummins Sales Person Email"* (*if known*).

Cummins Sales Person Email

Please reply to me via email once you have completed the application process, or should you have any questions.

We look forward to working with you!

Thank you!

Cummins Inc.

2247 Cassens Dr

Fenton Mo 63026

AB
8/18/2025
2:11pm

CITY OF JACKSON MO.

2025 Generator Maintenance Bid Enclosed

DO NOT OPEN UNTIL AUG. 19TH 2025

ATTN: JANET SANDERS

BILL NO. 25-___ **ORDINANCE NO. 25-___**

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *CUMMINS, INC., OF FENTON, MISSOURI*, RELATIVE TO THE *PUBLIC WORKS GENERATOR MAINTENANCE SERVICES AGREEMENT – ALTERNATE PROPOSALS #2 AND #3, COVERING TWO CUMMINS/ONAN INDUSTRIAL GENERATORS*; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

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

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

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

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the contract attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **Cummins, Inc., of Fenton, 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: September 22, 2025.

SECOND READING: September 22, 2025.

PASSED AND APPROVED this 22nd day of September, 2025, by a vote of __ ayes, __ nays, __ abstentions and __ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

_____
City Clerk

III. CONTRACT AGREEMENT

THIS CONTRACT (the "**Contract**") is entered into this _____ day of _____, 20 _____,

by and between the ***CITY OF JACKSON, MISSOURI***, Owner of the Project, hereinafter referred to as "**City**", and

_____***CUMMINS, INC.***_____

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

_____2025 Generator Maintenance Services (Cummins)_____*(Project)*

to be constructed for the City located at _____2230 Lee Avenue_____ (*Project Location)*.

WHEREAS, the City has selected the aforesaid Contractor for the Project and by Ordinance No. _____ has awarded **Alternate #2 and Alternate #3** of the Contractor the Contract for the amount of **Eighteen thousand one hundred twenty-five and 88 cents ($18,125.88)** as named in the proposal/bid from the Contractor dated August 19, 2025, a copy of which is incorporated herein.

NOW, THEREFORE, the parties agree as follows:

A. The Contract Documents for the Project are incorporated herein and shall describe this Project and nothing herein shall modify said Contract Documents. The Contract Documents may also consist of such special provisions, addendums, appendices, plans, and specifications as may be necessary for the Project.

B. The Contractor shall perform the Work in compliance with the Contract Documents that may also consist of such special provisions, addendums, appendices, plans, and specifications as may be necessary for the Project.

C. The Contractor shall supply all labor, materials, equipment, and supervision necessary to complete all of the Work as described in the Contract Documents.

D. The Work shall be commenced and completed according to the Project schedule, subject to such extensions and modifications as are made pursuant to the Contract Documents.

E. The City shall pay the Contractor for performance of the Work, subject to additions and deductions as provided in the Contract Documents, at the unit prices stated within the Bid Form and more fully described in the Contract Documents. All provisions regarding retention, security in lieu of retention, and liquidated damages are fully set forth in the Contract Documents. The aforementioned Bid Form is attached to and has been made a part of this Agreement.

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

CITY:

City of Jackson, Missouri

_____
Dwain Hahs, Mayor

ATTEST:

_____
Liza Walker, City Clerk

Address:
101 Court Street
Jackson, Missouri 63755

CONTRACTOR:

_____
Contractor Name

_____
Signature

_____
Printed Name

_____
Title

ATTEST:

_____
Signature

_____
Printed Name

_____
Title

Address:

_____

_____

PUBLIC WORKS MEMORANDUM

City of Jackson

TO: **Mayor and Board of Aldermen**

FROM: **Janet Sanders, Director of Public Works**

DATE: **September 15, 2025**

RE: **Sunset Drive Bridge Project - Change Order #1**

Attached you will find Change Order #1 for the Sunset Hills bridge project. This change order includes individual explanations of the various overage amounts and one small reduction. Overall, the Change Order results in an increase in the Putz Construction of $9,622.62. The CO has been reviewed and approved by our project engineer Chris Koehler. In addition, an overpayment of $2,838.00 on the original contract will be credited to this change order which will result in an overall payment of $6,784.62.

CHANGE ORDER No.1

CONTRACTOR: Putz Construction, LLC
PROJECT NAME: Replace Bridge #2150005 over Hubble Creek

LPA: Cape Girardeau County, MO
PROJECT NO.: BRO R129(001)

The Contractor is hereby directed to make the following changes from the contract:

1. DESCRIPTION AND REASON FOR CHANGE:

This Change Order reconciles quantities for as-constructed materials utilized for the project construction

2. COST OF WORK AFFECTED BY THIS CHANGE ORDER.

EST. LINE NO.	CONTRACT ITEM NO.	ITEM DESCRIPTION	UNITS PREVIOUSLY PROVIDED FOR	UNITS TO BE CONSTRUCTED	UNITS OVERRUN, UNDERRUN, CONTINGENT	UNIT	CONTRACT OR AGREED UNIT PRICE	AMOUNT OF OVERRUN OR PLUS CONTINGENT	AMOUNT OF UNDERRUN OR MINUS CONTINGENT
5	4011209	Type BP-1 or BP-2 Asphaltic Pavement (See Sections for Thickness)	59.00	70.12	11.12	TON	$176.00	$1,957.12	
10	6113020	Furnish Type 2 Rock Blanket, 24" Thick	38.00	64.00	26.00	CY	$35.00	$910.00	
11	6113040	Place Type 2 Rock Blanket, 24" Thick	38.00	64.00	26.00	CY	$30.00	$780.00	
12	6161005	Construction Signing	118.00	247.00	129.00	SF	$22.00	$2,838.00	
16	6240104A	Separation Geotextile	56.00	91.00	35.00	SY	$2.50	$87.50	
18	8061019	Furnish and Install Silt Fencing	50.00	0.00	-50.00	EA	$5.00		-$250.00
21	7032003	Class B Concrete (Substructure)	67	70.00	3.00	CY	$1,100.00	$3,300.00	
							TOTALS:	$9,872.62	($250.00)

3. SETTLEMENT FOR COST OF THE ABOVE CHANGE TO BE MADE AT CONTRACT UNIT PRICES, EXCEPT AS NOTED:
All Adjustments are based on Unit Costs

4 COMMENTS:
This Change Order adjust the project construction to the final quantities utilized.

5 COST ADJUSTMENTS TO THE CONTRACT:

1. CONTRACT AMOUNT		$407,051.40
2. OVERRUN THIS ORDER	$9,872.62	
3. OVERRUN PREVIOUS	$0.00	
4. UNDERRUN THIS ORDER	($250.00)	
5. UNDERRUN PREVIOUS	$0.00	
6. PROJECT TOTAL		$416,674.02

THE TERMS OF SETTLEMENT OUTLINED ABOVE ARE HEREBY AGREED TO:

APPROVED: (OWNER)	DATE	APPROVED: (CONTRACTOR)	DATE 8/26/25
APPROVED : MODOT DISTRICT LEVEL	DATE	APPROVED: (CONSTRUCTION ENGINEER)	8/26/2025
APPROVED : MODOT CENTRAL OFFICE	DATE		

CHANGE ORDER No. 1

CONTRACTOR: Putz Construction, LLC LPA: Cape Girardeau County, MO

PROJECT NAME: Replace Bridge #2150005 over Hubble Creek PROJECT NO.: BRO R129(001)

Explanation of Over-Run / Under Run Items

EST. LINE NO.	CONTRACT ITEM NO.	ITEM DESCRIPTION	Description / Explanation of reason for over-run / under-run.
5	4011209	Type BP-1 or BP-2 Asphaltic Pavement (See Sections for Thickness)	Additional Riprap was needed to properly stabilize the banks on both sides of the creeks. Final quantity was determined from field measurements.
10	6113020	Furnish Type 2 Rock Blanket, 24" Thick	Additional Riprap was needed to properly stabilize the banks on both sides of the creeks. Final quantity was determined from field measurements.
11	6113040	Place Type 2 Rock Blanket, 24" Thick	The rip-rap areas were expanded beyond the plan limits to stabilize the banks on both sides of the creek.
12	6161005	Construction Signing	In Conjunction with the owner, additional detour signage was added to the project.
16	6240104A	Separation Geotextile	The separation geotextile was placed under the rip-rap, so this quantity was increased in accordance with Items 10 and 11.
18	8061019	Furnish and Install Silt Fencing	The contractor utilized berms at no charge in lieu of silt fencing, so this item was eliminated.
21	7032003	Class B Concrete (Substructure)	The rock under the western bridge footings was fractured and required an additional approximately 6" of removal which resulted in an overrun of 3 CY of Substructure Concrete.

5/25/2025

APPROVED: (CONSTRUCTION ENGINEER)

PUBLIC WORKS MEMORANDUM

City of Jackson

TO: **Mayor and Board of Aldermen**

FROM: **Janet Sanders, Director of Public Works**

DATE: **September 18, 2025**

RE: **Phase 3 Williams Creek Sewer Extension / South Old Orchard Rd – Change Order 1**

Attached is Change Order 1 to the Phase 3 Williams Creek Sewer Extension / South Old Orchard Rd. This change order adds $159,053.00 to the $237,866.10 project and extends the sewer extension along South Old Orchard Rd to the property owned by The Villas of West Park, LLC.

We already have an MOU in place with the Villas of West Park to reimburse $85,000 of this additional extension, in addition to an MOU with KB413, LLC for reimbursement $85,000 of the original contract. In the original contract, a large amount of rock was estimated. Rock excavation has been considerably less than expected, which is expected to result in a reduction in the original contract cost in a future change order.

Due to the fortunate lack of rock, construction is moving faster than originally anticipated and approval of this change order is needed at this time to keep the contractor moving forward.

CHANGE ORDER NO.: 1

Owner:	City of Jackson, MO	Owner's Project No.:	n/a
Engineer:	Koehler Engineering	Engineer's Project No.:	36182
Contractor:	CE Contracting, Inc.	Contractor's Project No.:	n/a
Project:	Phase 3 Sanitary Sewer Extension along Williams Creek / S. Old Orchard Rd.		
Contract Name:	Agreement between City of Jackson, MO and CE Contracting, Inc.		
Date Issued:	Sept. 18, 2025	Effective Date of Change Order:	Sept. 22, 2025

The Contract is modified as follows upon execution of this Change Order:

Description:

The change will add an work items as follows:

Item #'s 3-7, 10-12, and 15-16 were increased to account for the line extension to serve the Brandon Williams Tract south along S. Old Orchard Road.

Item #6 is increased from the contract unit cost amount due to the increased depth of the sewer requiring trench-boxing for most of the length, and for traffic control required for working in very close proximity to South Old orchard Road.

Item #12 is increased based on the increased depth of the manholes.

Items #101-103 were added to account for additional items not included in the base bid which are required for the line extension. The costs for these items was reviewed and found to be reasonable.

Attachments:

None

Change in Contract Price	**Change in Contract Times [State Contract Times as either a specific date or a number of days]**
Original Contract Price: $ 237,866.10	Original Contract Times: Substantial Completion: October 1, 2025 Ready for final payment: Nov. 1, 2025
Increase from previously approved Change Orders No. 0 to No 1: $ 0.00	**No Change** from previously approved Change Orders No.0 to No. **1**: Substantial Completion: No Change Ready for final payment: No Change
Contract Price prior to this Change Order: $ 237,866.10	Contract Times prior to this Change Order: Substantial Completion: Oct. 1, 2025 Ready for final payment: Nov. 1, 2025
Increase this Change Order: $ 159,053.00	**An Increase From** this Change Order: Substantial Completion: Add 61 Days Ready for final payment: add 166 Days
Contract Price incorporating this Change Order: $ 396,919.10	Contract Times with all approved Change Orders: Substantial Completion: Dec. 1, 2025 Ready for final payment: April 15, 2026

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	Recommended by Engineer (if required)	Accepted by Contractor
By:		
Title:	Pres., Koehler Engineering	
Date:	Sept. 18, 2025	
	Authorized by Owner	Approved by Funding Agency (if applicable)
By:		
	Ms. Janet Sanders, PE	
Title:	Dir. Of Public Works	
Date:		

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CHANGE ORDER NO.: 1

Owner:	City of Jackson, MO	Owner's Project No.:	n/a
Engineer:	Koehler Engineering	Engineer's Project No.:	36182
Contractor:	CE Contacting, Inc.	Contractor's Project	n/a
Project:	Phase 3 Sanitary Sewer Extension along Williams Creek / S. Old Orchard Rd.		
Contract Name:	Agreement between City of Jackson, MO and CE Contracting, Inc.		
Date Issued:	Sept. 17, 2025 Effective Date of Change Order: Sept. 22, 2025		

Bid Item No.	Description	Original Item Quantity	Units	Add / (Deduct) Units	Unit Price	Total Value of Item ($)
3	Silt Fence	1220	LF	840	$3.00	$2,520.00
4	Seed, Mulch, & Surface Restoration	0.62	AC	0.35	$11,300.00	$3,955.00
5	Rock Excavation	439	CY	71	$200.00	$14,200.00
6	8" SDR-35 PVC Sewer Main	1163	LF	814	$99.00	$80,586.00
7	8" Ductile Iron Sanitary Sewer Pipe	149	LF	33	$131.00	$4,323.00
10	8" SDR 35 PVC Stub with Cap for Future Connection	2	EA	1	$447.00	$447.00
11	Connection to Existing Manhole	1	EA	1	$2,300.00	$2,300.00
12	Sanitary Sewer Standard Manhole	4	EA	4	$6,220.00	$24,880.00
15	Concrete Encased Creek Crossing	45	LF	31	$122.00	$3,782.00
16	Furnish and Place Rip-Rap Creek and Bank Protection	87.3	TN	32	$47.00	$1,504.00
101	EBAA Iron 8" DIP to 8" PVC RJ Transition Coupling	0	EA	2	$1,040.00	$2,080.00
102	Full Depth Granular Backfill in Driveway Crossings	0	TN	515	$34.00	$17,510.00
103	Full-Depth Saw-Cut Existing Driveways	0	LF	69	$14.00	$966.00
	Total Amount of Change Order:					$159,053.00

MEMO

TO: Mayor Hahs and Members of the Board

FROM: Larry Miller, Building & Planning Manager

DATE: September 18, 2025

SUBJECT: Code Amendment – Building Height requirements I-1, I-2, and I-3 District

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This will be discussed in the P&Z Packet during the study session.

PUBLIC WORKS MEMORANDUM

City of Jackson

TO: **Mayor and Board of Aldermen**

FROM: **Janet Sanders, Director of Public Works**

DATE: **September 10, 2025**

RE: **2025 Asphalt Pavement Improvement Program**

Bids for the 2025 Asphalt Pavement Improvement Program were opened on September 9th. Two bids were received, and the bid tabulation is attached.

The low bidder this year is Apex Paving Company, a subsidiary of Delta Companies. This is the same company that did last year's project, and they did a good job. I recommend their total bid of $189,743.12 be accepted. It is within the budgeted funds for this year's project.

Due to the lateness in the year, I recommend that the attached contract also be approved at this meeting so work can begin as soon as possible. Asphalt plants typically close during the winter months.

2025 Asphalt Pavement Improvement Program

	A	B	C	D	E	F	G	H	I	J
1	**BASE PROPOSAL**				**ESTIMATE**		**DELTA CO / APEX PAVING**		**BLACK DIAMOND / PAVING PROS**	
2	**ITEM**	**DESCRIPTION**	**EST QTY**	**UNITS**	**UNIT PRICE**	**TOTAL PRICE**	**UNIT PRICE**	**TOTAL PRICE**	**UNIT PRICE**	**TOTAL PRICE**
3	101	Milling	5483.00	SY	$ 8.00	$ 43,864.00	$ 4.51	$ 24,728.33	$ 8.00	$ 43,864.00
4	102	Excavation	114.09	CY	$ 42.00	$ 4,791.78	$ 222.30	$ 25,362.21	$ 60.00	$ 6,845.40
5	103	Aggregate	215.56	TON	$ 45.00	$ 9,700.20	$ 42.38	$ 9,135.43	$ 39.00	$ 8,406.84
6	104	Tack Coat	294.77	GAL	$ 7.00	$ 2,063.39	$ 3.00	$ 884.31	$ 5.50	$ 1,621.24
7	105	Asphalt	697.15	TON	$ 120.00	$ 83,658.00	$ 130.32	$ 90,852.59	$ 140.44	$ 97,907.75
8		**BASE PROPOSAL TOTAL**				**$ 144,077.37**		$ 150,962.87		$ 158,645.22
9										
10	**ALTERNATE 1 - MICHAEL ANNA ST**									
11	**ITEM**	**DESCRIPTION**	**EST QTY**	**UNITS**	**UNIT PRICE**	**TOTAL PRICE**	**UNIT PRICE**	**TOTAL PRICE**	**UNIT PRICE**	**TOTAL PRICE**
12	201	Milling	677.33	SY	$ 8.00	$ 5,418.64	$ 5.03	$ 3,406.97	$ 14.00	$ 9,482.62
13	204	Tack Coat	99.47	GAL	$ 7.00	$ 696.29	$ 3.00	$ 298.41	$ 5.50	$ 547.09
14	205	Asphalt	220.72	TON	$ 120.00	$ 26,486.40	$ 106.05	$ 23,407.36	$ 110.00	$ 24,279.20
15						$ 32,601.33		$ 27,112.74		$ 34,308.91
16										
17	**ALTERNATE 2 - OLD CITY CEMETERY**									
18	**ITEM**	**DESCRIPTION**	**EST QTY**	**UNITS**	**UNIT PRICE**	**TOTAL PRICE**	**UNIT PRICE**	**TOTAL PRICE**	**UNIT PRICE**	**TOTAL PRICE**
19	301	Milling	566.00	SY	$ 8.00	$ 4,528.00	$ 9.60	$ 5,433.60	$ 8.00	$ 4,528.00
20	304	Tack Coat	28.30	GAL	$ 7.00	$ 198.10	$ 3.00	$ 84.90	$ 5.50	$ 155.65
21	305	Asphalt	44.33	TON	$ 120.00	$ 5,319.60	$ 138.71	$ 6,149.01	$ 150.00	$ 6,649.50
22						$ 10,045.70		$ 11,667.51		$ 11,333.15
23										
24	**TOTAL BID**					**$ 186,724.40**		**$ 189,743.12**		**$ 204,287.28**

City of Jackson, Missouri
Invitation to Bid
2025 Asphalt Pavement Program

Sealed bids for the **2025 Asphalt Pavement Program** will be received by the Office of the City Clerk at 101 Court Street, Jackson, Missouri 63755 until **10:00 A.M. Central Daylight Time on September 2, 2025,** at which time and place they will be publicly opened and read aloud. No bids will be accepted after this time, and no electronic or facsimile submittals will be accepted.

All Bidders shall submit in a separate, sealed envelope the Bid Proposal form provided in accordance with the Contract Documents. The envelope shall be clearly marked on the outside with the Bidder's name, address, phone number, the Project Name "2025 Asphalt Pavement Program", and the date and time of the Bid Opening. The proposal shall also be accompanied by a bid bond, certified check, or cashier's check for an amount not less than five percent (5%) of the bid amount.

In general, the elements of the Work include, but are not limited to, furnishing all labor, equipment, materials, tools, and other incidental items for full-depth concrete street repair, full-depth concrete sidewalk repair, concrete curb-and-gutter repair, driveway construction, and miscellaneous joint sealing.

Copies of the Contract Documents may be obtained physically or electronically. Physical copies may be obtained at the City of Jackson Public Works Department at 101 Court Street, Jackson, Missouri 63755 with a nonrefundable deposit of $25.00. Electronic copies may be obtained free of charge by filling out the project request form on the City of Jackson's website, www.jacksonmo.org.

The City of Jackson hereby notifies all bidders that it will affirmatively insure that in any Contract entered into pursuant to this invitation, minority business enterprises will be afforded full opportunity to submit bids and will not be discriminated against on the grounds of race, color, national origin, sex, or religion in consideration of award.

All wages paid for work under this Contract shall comply with requirements of the prevailing wage law of the State of Missouri, Sec. 290.210 through 290.340 R.S. Mo. 1978, as amended. Bidders must agree to comply with all statutory regulations referred to in the Contract Documents.

The City of Jackson reserves the right to waive any informality, technicalities, and to reject any and all bids. Each Bidder must deposit with the bid security in the amount, form, and subject to the conditions provided in the Information for Bidders. No Bidder may withdraw their Bid within sixty (60) days after the actual date of the Bid Opening. If a contract award is made, it will be made to the lowest and best, responsive, responsible Bidder. The City reserves the right to award any combination of the Base Bid and Alternate Bid Items.

All questions should be directed to Janet Sanders by email at jsanders@jacksonmo.org, or phone at (573) 243-2300.

Publication Date: August 13, 2024

Janet Sanders
Director of Public Works

SECTION II - BID FORM

1. Bid Recipient

Sealed bids will be received by the Office of the City Clerk until

10 A.M. Local Time on Tuesday, September 2, 2025,

At which time and place they will be publicly opened and read aloud. No bids will be accepted after this time, and no electronic or facsimile submittals will be accepted.

This Bid shall be submitted to:

The Office of the City Clerk
Attn: 2025 Asphalt Pavement Improvement Program
City Hall – 101 Court Street
Jackson, Missouri 63755

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

2. Bidder's Acknowledgements

Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or for such longer period of time that the Bidder may agree to in writing upon request of Owner.

3. Bidder's Representations

In submitting this Bid, Bidder represents that:

1. Bidder has examined and carefully studied the Bid Documents, and any data and reference items identified in the Bid Documents, and hereby acknowledges the receipt of the following Addenda:

Addendum No.	Addendum, Date
Addendum No. 1	8-28-2025
Addendum No. 2	8-28-2025

2. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

5. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bid Documents; and any Site-related reports and drawings identified in the Bid Documents, with respect to the effect of such information, observations, and documents on the cost, progress, and performance of the Work, the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, and Bidder's safety precautions and programs.

6. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price Bid and within the times required, and in accordance with the other terms and conditions of the Bid Documents.

7. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bid Documents.

8. Bidder has given Project Manager written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bid Documents, and confirms that the written resolution thereof by project Manager is acceptable to Bidder.

9. The Bid Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

10. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bid Documents.

4. Bidder's Certification

Bidder certifies that:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

3. Bidder has not solicited or induced any individual or entity to refrain from Bid; and

4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:

   i. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the Bid process;
   ii. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the Bid process to the detriment of Owner, (b) to establish Bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

   iii. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

   iv. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the Bid process or affect the execution of the Contract.

5. <u>Basis of Bid</u>

Bidder will complete the Work in accordance with the Contract Documents for the following price(s): Bidder acknowledges that each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item and that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids. Final payment for all unit price Bid items will be based on actual quantities determined as provided in the Contract Documents.

6. <u>Time of Completion</u>

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

7. <u>Bid Security</u>

A Bid Security in the form of a bid bond, certified check, or cashier's check for an amount not less than five percent (5%) of the bid amount is required to be submitted with the bid. The company listed on the Bid Security must be the same as the company listed as "Bidder" in Section 9 of the Bid Form.

8. <u>Attachments to this Bid</u>

The following documents shall be submitted with, and made a condition of, this Bid:

A. A Bid Security: a bid bond, certified check, or cashier's check for an amount not less than five percent (5%) of the bid amount. The company listed on the Bid Security must be the same as the company listed as "Bidder" in Section 9 of the Bid Form.

   List of Proposed Major Subcontractors, if applicable.

9. Bid Submittal

Bidder: Apex Paving Co.

By: _____ (signature)

Attest: _____ (signature)

Stephen Peterson (print)

Austin Williams (print)

Vice President (title)

Project Manager (title)

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

Date of Bid Submittal: 08/27/2025

Address for giving notices:

PO Box 637

Cape Giraudeau, MO 63702

Phone: 573 331 7561

Email: awilliams@deltacos.com

Contact: Austin Williams

Bidder's License No.: _____

BID PROPOSAL (ADDENDUM #2)

2025 Asphalt Pavement Improvement Program

Submitted By: Apex Paving Co.

BASE PROPOSAL

ITEM	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE
101	Milling	5483.00	SY	$4.51	$24,728.33
102	Excavation	114.09	CY	$222.30	$25,362.21
103	Aggregate	215.56	TON	$42.38	$9,135.43
104	Tack Coat	294.77	GAL	$3.00	$884.31
105	Asphalt	697.15	TON	$130.32	$90,852.59
				BID TOTAL *(figures)*:	$150,962.87

One Hundred Fifty Thousand Nine Hundred Sixty Two Dollars Eighty Seven Cents

(words)

ALTERNATE 1 – MICHAEL ANNA ST

ITEM	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE
201	Milling	**677.33**	SY	$5.03	$3,406.97
204	Tack	99.47	GAL	$3.00	$298.41
205	Asphalt	220.72	TON	$106.05	$23,407.36
				BID TOTAL *(figures)*:	$27,112.74

Twenty Seven Thousand One Hundred Twelve Dollars Seventy Four Cents

(words)

ALTERNATE 2 – OLD CITY CEMETERY

ITEM	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE
301	Milling	566.00	SY	$9.60	$5,433.60
304	Tack Coat	28.30	GAL	$3.00	$84.90
305	Asphalt	44.33	TON	$138.71	$6,149.01
				BID TOTAL *(figures)*:	$11,667.51

Eleven Thousand Six Hundred Sixty Seven Dollars Fifty One Cents

(words)

10. List of Major Subcontractors

The names of major Subcontractors to be used for this Work shall be entered in the spaces provided below. Upon award of a contract, the named Subcontractors shall be used, without exception, other than as defined in these Bid Documents.

Any substitution of named Subcontractors shall be subject to concurrence of the Owner and shall be confirmed by Change Order. Failure to furnish all information requested in this listing may be cause for Bid rejection.

	Area of Work	**Name of Subcontractor (state "None" if Bidder will complete work)**
1.	None	None
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

(if applicable)

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Apex Paving Company
PO Box 637
Cape Girardeau, MO 63702

SURETY:
(Name, legal status and principal place of business)
Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

Mailing Address for Notices
175 Berkeley Street
Boston, MA 02116

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
City of Jackson
101 Court Street
Jackson, MO 63755

BOND AMOUNT: 5% of Bid Total

PROJECT:
(Name, location or address, and Project number, if any)
2025 Asphalt Pavement
Improvement Program

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 27 day of August, 2025

Jessica Grace
(Witness)

Apex Paving Company
(Principal) *(Seal)*

(Title) Vice President

Robyn Salley
(Witness) Robyn Salley

Liberty Mutual Insurance Company
(Surety) *(Seal)*

(Title) Donna M. Planeta, Attorney-In-Fact

S-0054/AS 8/10

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8207373-985949**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Aimee R. Perondine; Alexis Apostolidis; Amanda Pierina D'Angelo; Bethany Stevenson; Brendan Fletcher; Bryan M. Caneschi; Cassandra Baez; Donna M. Planeta; Eric Strba; Gentry Stewart; Jacqueline Susco; Jennifer Gail Godere; Joshua Sanford; Kathryn Pryor; Kyle Williams; Michelle Anne McMahon; Nicholas Turecamo; Rebecca M. Josephson

all of the city of Hartford state of CT each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of February, 2022.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS
THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE
WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 22nd day of February, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 27 day of August, 2025

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS
THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE
WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

By: Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Liberty Mutual. SURETY

LIBERTY MUTUAL INSURANCE COMPANY

FINANCIAL STATEMENT — DECEMBER 31, 2021

Assets

Cash and Bank Deposits	$2,234,770,744
*Bonds — U.S Government	4,250,615,811
*Other Bonds	16,983,165,862
*Stocks	20,075,458,019
Real Estate	182,250,567
Agents' Balances or Uncollected Premiums	7,607,687,836
Accrued Interest and Rents	120,173,987
Other Admitted Assets	14,076,622,575
Total Admitted Assets	**$65,530,745,401**

Liabilities

Unearned Premiums		$9,106,965,847
Reserve for Claims and Claims Expense		25,279,158,493
Funds Held Under Reinsurance Treaties		315,537,902
Reserve for Dividends to Policyholders		1,726,291
Additional Statutory Reserve		139,634,000
Reserve for Commissions, Taxes and Other Liabilities		8,638,106,801
Total		**$43,481,129,334**
Special Surplus Funds	$178,192,363	
Capital Stock	10,000,075	
Paid in Surplus	11,804,736,755	
Unassigned Surplus	10,056,686,874	
Surplus to Policyholders		**22,049,616,067**
Total Liabilities and Surplus		**$65,530,745,401**

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2021, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March, 2022.

T A Mikolajewski

Assistant Secretary

S-1262LMIC/a 3/22

Bid Bond

Any reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER *(Name and Address)*:

SURETY *(Name and Address of Principal Place of Business)*:

OWNER *(Name and Address)*:

BID
Description *(Project Name – Include Location)*:

BOND
Bond Number:

Date:

Penal Sum: _____ $_____
(words) (figures)

Surety and Bidder, intending to be legally bound herby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER	SURETY
_____	_____
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By:	By:
_____	_____
Signature	Signature (Attach Power of Attorney)
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest:	Attest:
_____	_____
Signature	Signature
_____	_____
Title	Title

Note: Addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint ventures, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:
   a. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
   b. All Bids are rejected by Owner, or
   c. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

12. Modifications to this Bond:
    a. SRF/Title 31 U.S.C Sec. 9304-9308 required statement: IMPORTANT-Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

9-9-25
9:44 am

DELTA
A COLAS COMPANY

Apex Paving Co.
PO Box 637
Cape Girardeau, MO 63702

Ship To

2025 City of Jackson
Asphalt Pavement Improvement Program

BILL NO. 25-___ **ORDINANCE NO. 25-___**

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *APEX PAVING COMPANY, OF CAPE GIRARDEAU, MISSOURI*, RELATIVE TO THE *2025 ASPHALT 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 attached hereto and incorporated herein as if fully set forth; and

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

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

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the contract attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **Apex Paving Company, 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: September 22, 2025.

SECOND READING: September 22, 2025.

PASSED AND APPROVED this 22nd day of September, 2025, by a vote of __ ayes, __ nays, __ abstentions and __ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

_____
City Clerk

SECTION IV - CONTRACT AGREEMENT

THIS CONTRACT (the "**Contract**") is entered into this

_____ day of _____, 2025,

by and between the ***CITY OF JACKSON, MISSOURI***, Owner of the Project, hereinafter referred to as "**City**", and

_____Apex Paving Company _____

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

2025 Asphalt Pavement Improvement Program

to be constructed for the City located at: Various Locations.

WHEREAS, the City has selected the aforesaid Contractor for the Project and by Ordinance No. _____ has awarded the Contractor the Contract for the amounts named in the proposal/bid from the Contractor dated ___September 9, 2025___, a copy of which is incorporated herein.

NOW, THEREFORE, the parties agree as follows:

A. The Contract Documents for the Project are incorporated herein and shall describe this Project and nothing herein shall modify said Contract Documents. The Contract Documents may also consist of such special provisions, addendums, appendices, plans, and specifications as may be necessary for the Project.

B. The Contractor shall perform the Work in compliance with the Contract Documents.

C. The Contractor shall supply all labor, materials, equipment, and supervision necessary to complete all of the Work as described in the Contract Documents.

D. The Work shall be commenced and completed according to the Project schedule, subject to such extensions and modifications as are made pursuant to the Contract Documents.

E. The City shall pay the Contractor for performance of the Work, subject to additions and deductions as provided in the Contract Documents, the Contract Price of

$189,743.12
(figures)

One Hundred Eighty-Nine Thousand Seven Hundred Forty-Three Dollars & Twelve Cents
(words)

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

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

CITY:

City of Jackson, Missouri

Dwain Hahs, Mayor

ATTEST:

Angela Birk, City Clerk

Address:
101 Court Street
Jackson, Missouri 63755

CONTRACTOR:

Apex Paving Company
Contractor Name

Signature

Stephen Peterson
Printed Name

Vice President
Title

ATTEST:

Signature

Austin Williams
Printed Name

Project Manager
Title

Address:

PO Box 637

Cape Girardeau, MO 63702

MEMO

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

From: Rodney Bollinger, Director of Administrative Services

Date: September 19, 2025

Re: Repeal of No Parking Zones on N. Donna Dr.

This memo accompanies one agenda item concerning an update to the City's Parking Prohibited Schedule.

The Planning and Zoning Commission previously adopted a resolution amending the Major Street Plan by removing North Donna Drive, between East Main Street and Ridge Road, from the plan.

Following this amendment, City staff has reviewed the existing traffic conditions and determined that the current no parking designation on North Donna Drive is no longer necessary to ensure the safe and efficient movement of traffic.

The proposed repeal of this designation reflects current traffic patterns, supports improved access, and better aligns with the City's overall traffic management objectives.

Staff will be available during the meeting to answer any questions or provide additional information regarding this proposed change.
.

BILL NO. 25-___ **ORDINANCE NO. 25-___**

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

WHEREAS, the Planning and Zoning Commission of the City of Jackson, Missouri, has previously passed a resolution amending the Major Street Plan by removing North Donna Drive, between East Main Street and Ridge Road, from the Major Street Plan; and

WHEREAS, the Board of Aldermen of the City of Jackson, Missouri, has determined that certain control designations are no longer needed for the safe and efficient regulation of traffic on that part of North Donna Drive removed from the Major Street Plan; and

WHEREAS, the repeal of these designations will better serve the public interest and align with current traffic management needs.

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

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

DONNA DRIVE (NORTH): On both sides of North Donna Drive for its entire distance.

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

Section 3. The City Administrator of the City of Jackson, Missouri, is hereby directed to cause appropriate signs to be removed or added at the locations set forth hereinabove.

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: September 22, 2025.

SECOND READING: September 22, 2025.

PASSED AND APPROVED this 22nd day of September, 2025, by a vote of __ ayes, __ nays, __ abstentions and __ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

BY:_____
Mayor

ATTEST:

_____
City Clerk

BILL NO. 25-___ **ORDINANCE NO. 25-___**

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

WHEREAS, the Board of Aldermen and the Planning and Zoning Commission have considered a special use permit for property described as **Parcel Identification Number 15-503-21-00-005.02-0000** on East Jackson Boulevard, as set out in Exhibit A which is attached hereto and incorporated herein by reference; and,

WHEREAS, the property described is incorporated within the municipal boundaries for the City of Jackson, Missouri but has not yet received a zoning district classification; and,

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

WHEREAS, a public hearing was held by the Board of Aldermen on said special use permit in accordance with Chapter 65 of the Code of Ordinances of the City of Jackson, Missouri; and,

WHEREAS, a special use permit for the placement of a billboard adjacent to East Jackson Boulevard at the location described above may be granted by virtue of Chapter 65 of the Code of Ordinances of the City of Jackson, Missouri; and,

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

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

Section 1. That an application for a special use permit, which said application is marked Exhibit A and attached hereto, is hereby approved, and a special use permit is hereby issued to Jansco Investments Inc., Applicant.

Section 2. That the property set forth in Exhibit A is hereby granted a special use permit for placement of a billboard for property described as **Parcel Identification Number 15-503-21-00-005.02-000** adjacent to East Jackson Boulevard and that the aforesaid special use permit is subject to compliance with all ordinances of the City of Jackson, Missouri, except as specifically varied or waived by this special use permit.

Section 3. That the City Clerk of the City of Jackson, Missouri, shall and is hereby directed to indicate on the "Official Zoning District Map" of the City of Jackson, Missouri, the above special use permit and the date of issuance thereof and to certify same and to keep said map on file in the office of the City Clerk and a copy displayed in City Hall, City of Jackson, Missouri; and that said City Clerk is further directed to indicate on said "Official Zoning District Map" the existence of special conditions on the use of the aforesaid property.

Section 4. Violation of the ordinances of the City of Jackson, Missouri may result in revocation of the special use permit or prosecution under the zoning ordinances.

Section 5. This special use permit is issued to the applicant and shall not be assigned or otherwise transferred by said applicant. This special use permit runs with the applicant and not the land. If ownership of land with an existing special use permit change, the Board of Aldermen may evaluate transferring the permit to the new owner. The Board of Aldermen has full discretion to decide whether to approve the transfer.

Section 6. If construction is required for the special use granted hereunder, this special use permit shall expire in the event construction does not commence within twelve months of the date of issuance of this special use permit and is not completed within two years of the issuance of this permit.

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

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

FIRST READING: September 22, 2025.

SECOND READING: September 22, 2025.

PASSED AND APPROVED this 22nd day of September, 2025, by a vote of __ ayes, __ nays, __ abstentions and __ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

BY:_____
Mayor

ATTEST:

_____
City Clerk

EXHIBIT
A

City of Jackson

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

The Planning & Zoning Commission of Jackson, Missouri, hereby notifies the Board of Aldermen, the applicant, and the public of its action taken on August 13, 2025, at a regular meeting in consideration of the following:

Consider a request for a special use permit to allow the placement of billboards closer to East Jackson Boulevard due to the roadway's rerouting performed by MODOT, as submitted by Jansco Investments Inc.

Applicant: Jansco Investments Inc.
Filing Date of Application/Fee: July 17, 2025
Submission Date of Application to Commission: August, 13, 2025
Public Hearing Date: Waived

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

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

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

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

The special use permit has been approved for the East Billboard on the land Jansco owns. The West Billboard special-use permit is contingent on acquiring property from the owner. The special use permit will allow the billboards on property inside the City limits that isn't currently zoned.

THE ABOVE APPLICATION IS:

_____ **Approved**
_____ **Disapproved**
__X__ **Approved with conditions specified**

By a roll call of 7 ayes, — nays, — abstentions, and 2 absent this 13th day of August 2025.

CITY OF JACKSON, MISSOURI

Harry Dryer, Chairman

Tony Koeller, Secretary

Bill Fadler, Member

Russ Wiley, Member

Travis Niswonger, Member

Heather Harrison, Member

Tina Weber, Member

Angelia Thomas, Member

Michelle Weber, Member

ATTEST:

Larry Miller,
Building & Planning Manager

REZONING / SPECIAL USE PERMIT APPLICATION

City of Jackson, Missouri

APPLICATION DATE: 7/17/25

TYPE OF APPLICATION: ☐ **Rezoning** ☒ **Special Use Permit**

PROPERTY ADDRESS (Other description of location if not addressed):

East 15-503-21-00-005.01-0000

West 5120 east Jackson Bvd.

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

Property Owner Name(s): East: Jansco Investments inc. West: Wright family trust

Mailing Address: East: P.O. Box 65 Gordonville, MO 63752 West: 5120 east Jackson Bvd.

City, State ZIP: 63755

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

Proposed Property Owner(s): East: Jansco Investments inc. West: Jansco Investments inc.

Mailing Address: P.O. Box 65

City, State, ZIP Gordonville, MO 63752

CONTACT PERSON HANDLING APPLICATION:

Contact Name: David Jansen

Mailing Address: P.O. Box 65

City, State ZIP Gordonville, MO 63752

Contact's Phone: 573-225-4600

Email Address (if used): davidjansen1003@gmail.com

CURRENT ZONING: (check all that apply)

- ☐ R-1 (Single-Family Residential)
- ☐ R-2 (Single-Family Residential)
- ☐ R-3 (One- And Two-Family Residential)
- ☐ R-4 (General Residential)
- ☐ MH-1 (Mobile Home Park)
- ☐ O-1 (Professional Office)
- ☐ CO-1 (Enhanced Commercial Overlay)
- ☐ C-1 (Local Commercial)
- ☐ C-2 (General Commercial)
- ☐ C-3 (Central Business)
- ☐ C-4 (Planned Commercial)
- ☐ I-1 (Light Industrial)
- ☐ I-2 (Heavy Industrial)
- ☐ I-3 (Planned Industrial Park)

OWNER SIGNATURES:

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

East sign Location is owned by Jansco outdoor
West Sign Location is in negotiations. [signature] 7-23-2025

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

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

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

APPLICATION FEE: $200.00

Building & Planning

7/29/2025

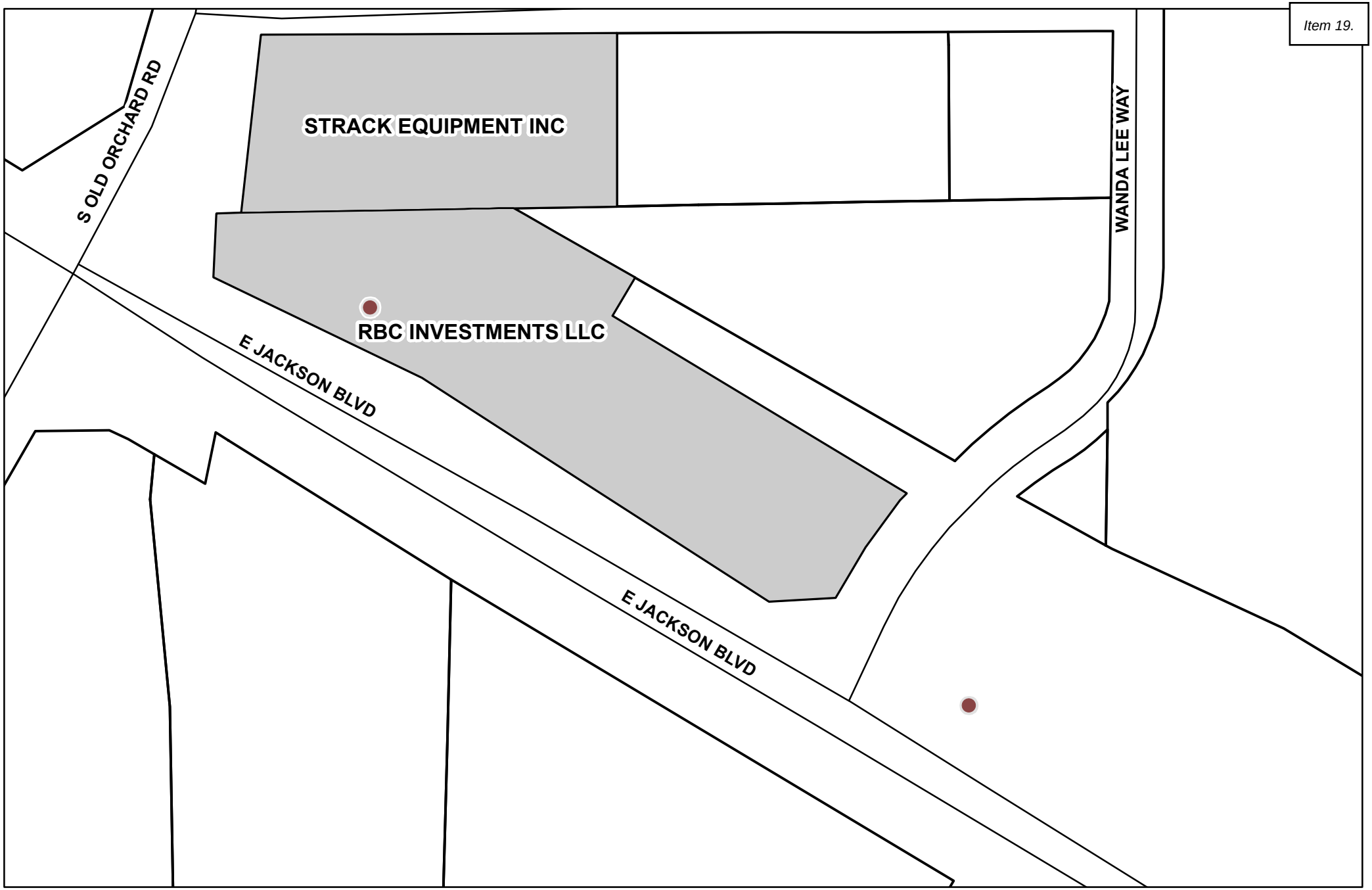
- Jackson City Addresses
- Jackson Street Centerlines
- Parcels
- World_Hillshade

1:2,637

0 0.02 0.04 0.07 mi

0 0.03 0.06 0.11 km

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Sources: Esri, Maxar, Airbus DS,



Legend

- New Billboard Locations
- Parcels within 185'
- Parcels

N

0 80 160 320 Feet

Made by: Rachel Heise
Date : 9/2025

Parcels within 185' of proposed billboards

BILL NO. 25-___ **ORDINANCE NO. 25-___**

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

WHEREAS, the Board of Aldermen and the Planning and Zoning Commission have considered a special use permit for property described as **Parcel Identification Number 15-503-00-07-001.00-000** on East Jackson Boulevard, as set out in Exhibit A which is attached hereto and incorporated herein by reference; and,

WHEREAS, the property described is incorporated within the municipal boundaries for the City of Jackson, Missouri but has not yet received a zoning district classification; and,

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

WHEREAS, a public hearing was held by the Board of Aldermen on said special use permit in accordance with Chapter 65 of the Code of Ordinances of the City of Jackson, Missouri; and,

WHEREAS, a special use permit for the placement of a billboard adjacent to East Jackson Boulevard at the location described above may be granted by virtue of Chapter 65 of the Code of Ordinances of the City of Jackson, Missouri; and,

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

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

Section 1. That an application for a special use permit, which said application is marked Exhibit A and attached hereto, is hereby approved, and a special use permit is hereby issued to Jansco Investments Inc., Applicant.

Section 2. That the property set forth in Exhibit A is hereby granted a special use permit for placement of a billboard for property described as **Parcel Identification Number 15-503-00-07-001.00-000** adjacent to East Jackson Boulevard and that the aforesaid special use permit is subject to the following special conditions: compliance with all ordinances of the City of Jackson, Missouri, except as specifically varied or waived by this special use permit; and the acquisition by Application of a possessory interest in the property for the location of the billboard.

Section 3. That the City Clerk of the City of Jackson, Missouri, shall and is hereby directed to indicate on the "Official Zoning District Map" of the City of Jackson, Missouri, the above special use permit and the date of issuance thereof and to certify same and to keep said map on file in the office of the City Clerk and a copy displayed in City Hall, City of Jackson, Missouri; and that said City Clerk is further directed to indicate on said "Official Zoning District Map" the existence of special conditions on the use of the aforesaid property.

Section 4. Violation of the ordinances of the City of Jackson, Missouri may result in revocation of the special use permit or prosecution under the zoning ordinances.

Section 5. This special use permit is issued to the applicant and shall not be assigned or otherwise transferred by said applicant. This special use permit runs with the applicant and not the land. If ownership of land with an existing special use permit change, the Board of Aldermen may evaluate transferring the permit to the new owner. The Board of Aldermen has full discretion to decide whether to approve the transfer.

Section 6. If construction is required for the special use granted hereunder, this special use permit shall expire in the event construction does not commence within eighteen months of the date of issuance of this special use permit and is not completed within two years of the issuance of this permit.

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

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

FIRST READING: September 22, 2025.

SECOND READING: September 22, 2025.

PASSED AND APPROVED this 22nd day of September, 2025, by a vote of __ ayes, __ nays, __ abstentions and __ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

BY:_____
Mayor

ATTEST:

_____
City Clerk

EXHIBIT
A

City of Jackson

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

The Planning & Zoning Commission of Jackson, Missouri, hereby notifies the Board of Aldermen, the applicant, and the public of its action taken on August 13, 2025, at a regular meeting in consideration of the following:

Consider a request for a special use permit to allow the placement of billboards closer to East Jackson Boulevard due to the roadway's rerouting performed by MODOT, as submitted by Jansco Investments Inc.

Applicant: Jansco Investments Inc.
Filing Date of Application/Fee: July 17, 2025
Submission Date of Application to Commission: August, 13, 2025
Public Hearing Date: Waived

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

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

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

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

The special use permit has been approved for the East Billboard on the land Jansco owns. The West Billboard special-use permit is contingent on acquiring property from the owner. The special use permit will allow the billboards on property inside the City limits that isn't currently zoned.

THE ABOVE APPLICATION IS:

_____ **Approved**
_____ **Disapproved**
__X__ **Approved with conditions specified**

By a roll call of 7 ayes, — nays, — abstentions, and 2 absent this 13th day of August 2025.

CITY OF JACKSON, MISSOURI

Harry Dryer, Chairman

Tony Koeller, Secretary

Bill Fadler, Member

Russ Wiley, Member

Travis Niswonger, Member

Heather Harrison, Member

Tina Weber, Member

Angelia Thomas, Member

Michelle Weber, Member

ATTEST:

Larry Miller,
Building & Planning Manager

REZONING / SPECIAL USE PERMIT APPLICATION

City of Jackson, Missouri

APPLICATION DATE: 7/17/25

TYPE OF APPLICATION: ☐ **Rezoning** ☒ **Special Use Permit**

PROPERTY ADDRESS (Other description of location if not addressed):

East 15-503-21-00-005.01-0000

West 5120 east Jackson Blvd.

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

Property Owner Name(s): East: Jansco Investments inc. West: Wright family trust

Mailing Address: East: P.O. Box 65 Gordonville, MO 63752 West: 5120 east Jackson Blvd.

City, State ZIP: 63755

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

Proposed Property Owner(s): East: Jansco Investments inc. West: Jansco Investments inc.

Mailing Address: P.O. Box 65

City, State, ZIP Gordonville, MO 63752

CONTACT PERSON HANDLING APPLICATION:

Contact Name: David Jansen

Mailing Address: P.O. Box 65

City, State ZIP Gordonville, MO 63752

Contact's Phone: 573-225-4600

Email Address (if used): davidjansen1003@gmail.com

CURRENT ZONING: (check all that apply)

- ☐ R-1 (Single-Family Residential)
- ☐ R-2 (Single-Family Residential)
- ☐ R-3 (One- And Two-Family Residential)
- ☐ R-4 (General Residential)
- ☐ MH-1 (Mobile Home Park)
- ☐ O-1 (Professional Office)
- ☐ CO-1 (Enhanced Commercial Overlay)
- ☐ C-1 (Local Commercial)
- ☐ C-2 (General Commercial)
- ☐ C-3 (Central Business)
- ☐ C-4 (Planned Commercial)
- ☐ I-1 (Light Industrial)
- ☐ I-2 (Heavy Industrial)
- ☐ I-3 (Planned Industrial Park)

OWNER SIGNATURES:

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

East sign Location is owned by Jensco outdoor
West Sign Location is in negotiations. [signature] 7-23-2025

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

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

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

APPLICATION FEE: $200.00

Building & Planning

7/29/2025

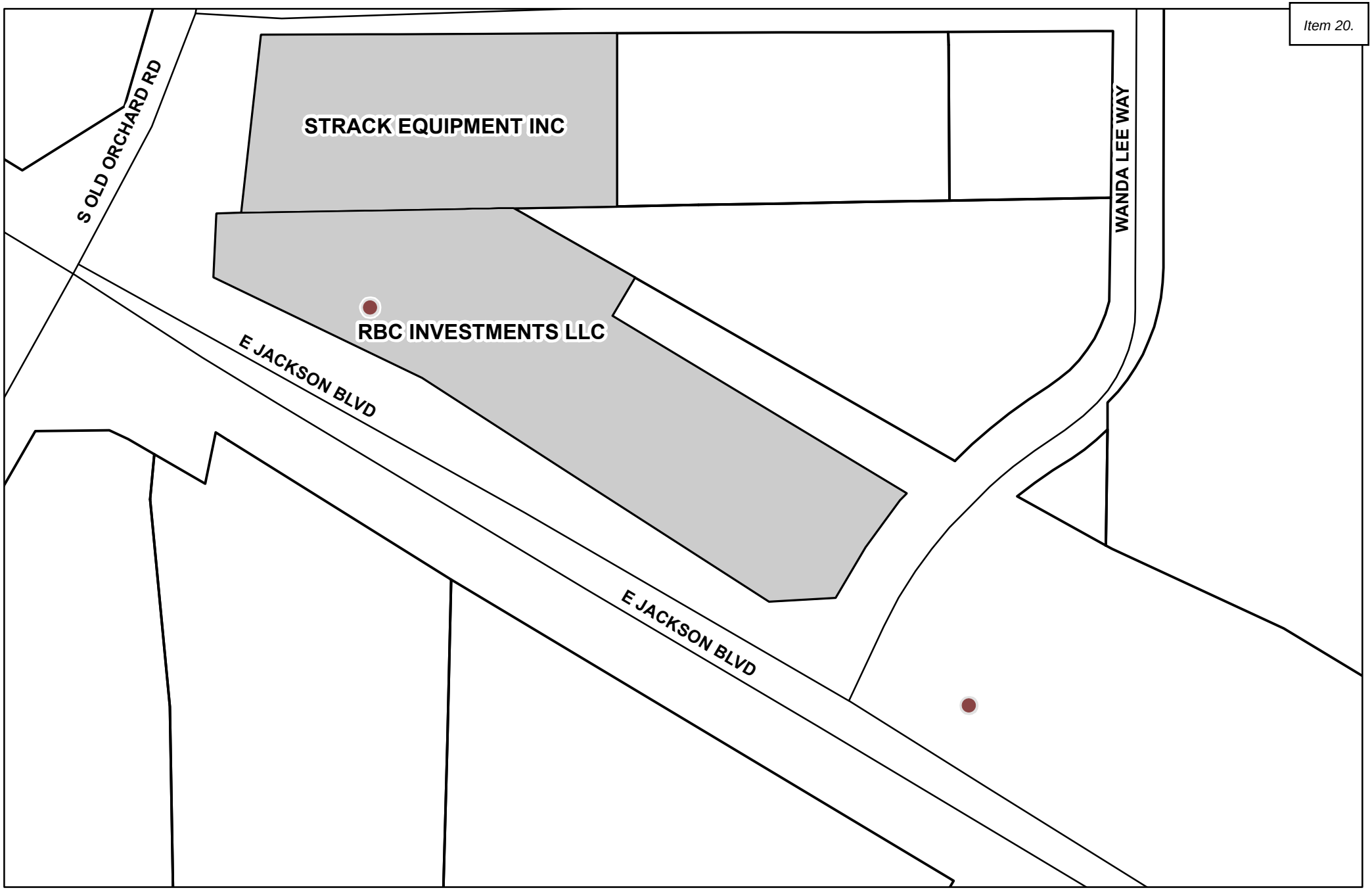
- Jackson City Addresses
- Jackson Street Centerlines
- Parcels
- World_Hillshade

1:2,637

0 0.02 0.04 0.07 mi

0 0.03 0.06 0.11 km

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Sources: Esri, Maxar, Airbus DS,



Legend

- New Billboard Locations
- Parcels within 185'
- Parcels

N

0 80 160 320 Feet

Made by: Rachel Heise
Date : 9/2025

Parcels within 185' of proposed billboards

BILL NO. 25-___ **ORDINANCE NO. 25-___**

AN ORDINANCE AMENDING CHAPTER 65 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSOURI, RELATIVE TO OFF-STREET PARKING FOR MEDICAL OR DENTAL CLINIC; 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 65-22, of the Code of Ordinances of the City of Jackson, Missouri, is hereby amended to read as follows:

"**Sec. 65-22. – Off-street parking and loading regulations**.

***

(4) Schedule of minimum parking spaces required.

***

b. Commercial, industrial, and institutional.

***

21. Medical or dental clinic: One (1) parking space shall be provided for every 250 square feet of total floor area, per floor."

***

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

Section 3. If any section, subsection, sentence, clause, phrase or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

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

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

FIRST READING: September 22, 2025.

SECOND READING: September 22, 2025.

PASSED AND APPROVED this 22nd day of September, 2025, by a vote of __ ayes, __ nays, __ abstentions and __ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

BY:_____
Mayor

ATTEST:

_____
City Clerk

EXHIBIT
A

City of Jackson

CITY OF JACKSON, MISSOURI
PLANNING & ZONING COMMISSION
TEXT AMENDMENT: FINDINGS AND CONCLUSIONS

The Planning & Zoning Commission of Jackson, Missouri, hereby notifies the Board of Aldermen, the applicant, and the public of its action taken on August 13, 2025, at a regular meeting in consideration of the following:

Consider a request on behalf of the City of Jackson, Missouri, for a text amendment to Chapter 65 (Zoning) of the Code of Ordinances relative to off-street parking for medical and dental clinics

Applicant: City of Jackson
Filing Date of Application/Fee: June 27, 2025
Submission Date of Application to Commission: July 9, 2025
Public Hearing Date: Waived

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

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

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

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

101 Court Street • Jackson, Missouri 63755 • Phone: (573) 243-3568 • Fax: (573) 243-4588 • city@jacksonmo.org •

THE ABOVE APPLICATION IS:

__X__ **Approved**
_____ **Disapproved**
_____ **Approved with conditions specified**

By a roll call of 6 ayes, 1 nays, — abstentions, and 2 absent this 13th day of August 2025.

CITY OF JACKSON, MISSOURI

Harry Dryer, Chairman

Tony Koeller, Secretary

Bill Fadler, Member

Russ Wiley, Member

Travis Niswonger, Member

Heather Harrison, Member

Tina Weber, Member

Angelia Thomas, Member

Michelle Weber, Member

ATTEST:

Larry Miller,
Building & Planning Manager

Sec. 65-22. - Off-street parking and loading regulations.

The regulations hereinafter set forth in this section are in addition to, qualify, or supplement, as the case may be, the district regulations appearing elsewhere in this chapter.

(4) *Schedule of minimum parking spaces required.*

b. *Commercial, industrial, and institutional.*

21. Medical or dental clinic: ~~one (1) parking space for each doctor practicing in the building and one (1) parking space for every two (2) persons regularly employed in the building, plus four (4) parking spaces for every one thousand (1,000) square feet of floor area, or four (4) parking spaces for each examination room, whichever is greater.~~

21. Medical or dental clinic: One (1) parking space shall be provided for every 250 square feet of total floor area, per floor.