



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, October 07, 2024 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

AGENDA

CALL TO ORDER

INTRODUCTION OF GUESTS/VISITORS

ADOPTION OF AGENDA

1. Motion adopting the Regular Meeting Agenda.

APPROVAL OF MINUTES

2. Motion approving the Minutes of the Regular Meeting of September 23, 2024.

FINANCIAL AFFAIRS

3. Motion approving payment of the semimonthly bills.

ACTION ITEMS

Power, Light, and Water Committee

4. Motion approving Statement of Work Q-83255-1, in the amount of \$25,357.50, to CivicPlus, LLC, of Manhattan, Kansas, relative to providing services in 2025 under the Website Hosting Services Project.
5. Bill proposing an Ordinance calling for a General Municipal Election on Tuesday, April 8, 2025, to fill the Offices of the Mayor and Board of Aldermen.
6. Bill proposing an Ordinance authorizing the Mayor to sign a Depository Agreement with Southern Bank.
7. Bill proposing an Ordinance authorizing a contractual agreement with Pinnacle Power Systems and Controls LLC, of Lee's Summit, Missouri, relative to providing engineering services under a Master Agreement for Professional Engineering/Architectural Services.

Street, Sewer, and Cemetery Committee

8. Motion approving payment in the amount of \$25,835.00 to United Land Title, relative to the acquisition of right of way and an easement from Chris J. Taormina and Marissa Taormina, for the Roundabout Project at North High Street and Deerwood Drive.
9. Motion approving Task Order Authorization No. 24-09, in the amount of \$50,000.00, to Bacon Farmer Workman Engineering & Testing, Inc., of Cape Girardeau, Missouri, relative to providing engineering services for the City Pool Splash Pad Project.

- [10.](#) Motion approving Change Order No. 3, to reduce the contract amount by \$34,125.41 and extending the final completion date to November 29, 2024, to Robinson Industrial, Heavy & Commercial, Inc. dba RIHC Contracting, of Perryville, Missouri, relative to the Kimbeland Pump Station Improvements Project.
- [11.](#) Bill proposing an Ordinance accepting the surveyor's Affidavit of Scrivener's Error in Bill No. 22-34, passed and approved on April 7, 2022, relative to the Minor Plat of Cara's First Subdivision.
- [12.](#) Bill proposing an Ordinance amending the "One-Way Street Schedule" – Schedule I, by adding designations on Cascade Drive and Toboggan Hill.
- [13.](#) Bill proposing an Ordinance amending the "Stop Street Designation Schedule" – Schedule VI, by repealing and adding designations on Cascade Drive, Parkview Street, Toboggan Hill, and the Swimming Pool Access Drive.

NON-AGENDA CITIZEN INPUT

INFORMATION ITEMS

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

EXECUTIVE SESSION

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

ADJOURN

Posted on 10/04/2024 at 4:00 PM.



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, September 23, 2024 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

The Board of Aldermen met in the Regular Session with Mayor Dwain L. Hahs in the chair and the following Board Members present: Steve Stroder, Mike Seabaugh, Eric Fraley, Shana Williams, David Hitt, 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.

Motion to Adopt the Agenda)

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

Mayor Dwain L. Hahs to present)
 Commission of Office to Matthew Winters)

Now comes forth Mayor Dwain L. Hahs to present the Commission of Office to Matthew Winters as City Administrator.

Motion to Approve the Minutes of the)
 September 3, 2024, Regular Board)
 Meeting)

Motion made by Alderwoman Liley, seconded by Alderman Hitt, to approve the minutes of the preceding Regular Board Meeting of Tuesday, September 3, 2024. Ayes-8; Nays-0; Absent-0.

Motion to Approve Bills of)
 September, 2024)

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


Motion to Approve the City Collector's)
 Electric, Water & Sewer, Taxes &)
 Licenses, and Refuse Report for)
 August, 2024)

Motion made by Alderwoman Young, seconded by Alderman Seabaugh, to approve the City Collector's Electric, Water & Sewer, Taxes & Licenses, and Refuse Report for August, 2024. Ayes-8; Nays-0; Absent-0.



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MINUTES

CITY COLLECTOR'S REPORT FOR AUGUST 2024						
DESCRIPTION	ELECTRIC FUND	WATER FUND	WASTEWATER FUND	LANDFILL FUND	GEN. REV. FUND	TOTAL
Service Charges (includes internal transfers)	1,734,469.29	301,238.99	235,678.50	65,190.57	-	2,336,577.35
Penalties	10,090.81	1,778.68	1,463.46	371.94	-	13,704.89
Sales Tax	51,117.21	8,916.41	-	-	-	60,033.62
Disconnect Fees	1,100.00	-	-	-	-	1,100.00
Returned Transaction Fees	390.00	-	-	-	-	390.00
Customer Relocation Fees	-	-	-	-	225.00	225.00
Trash Stickers	-	-	-	1,760.00	-	1,760.00
UTILITY COLLECTIONS	1,797,167.31	311,934.08	237,141.96	67,322.51	225.00	2,413,790.86
Adjustments - Penalties	-	-	-	-	-	-
Adjustments - Taxes	-	-	-	-	-	-
Adjustments - Service Fees	-	-	-	-	-	-
NET UTILITY COLLECTIONS	1,797,167.31	311,934.08	237,141.96	67,322.51	225.00	2,413,790.86
Business/Contractor Licenses	-	-	-	-	780.00	780.00
Event Fees/Misc. Charges	-	-	-	-	-	-
NON-UTILITY COLLECTIONS	-	-	-	-	780.00	780.00
Misc. Adjustments	-	-	-	-	-	-
Interest on Collector's bank account	-	-	-	-	-	1,267.82
Cash in bank	-	-	-	-	-	2,415,838.68
Missouri Sales Tax payment	(51,117.21)	(8,916.41)	-	-	-	(60,033.62)
TO CITY TREASURER					\$	2,355,805.06
Respectfully Submitted,						
						
City Collector						



CITY OF JACKSON

MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Monday, September 23, 2024 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

Motion to Approve the August, 2024)
City Clerk's and Treasurer's Reports)

Motion made by Alderwoman Williams, seconded by Alderman Stroder, to approve the City Clerk's and Treasurer's Reports for August, 2024. Ayes-8; Nays-0; Absent-0.

CITY TREASURER'S REPORT FOR August, 2024

FUND	FUND BALANCES 08-01-2024	RECEIPTS	TRANSFER OF FUNDS	DISBURSEMENTS	FUND BALANCES 08-31-2024	INVESTMENTS	CASH BALANCE 08-31-2024
ELECTRIC FUNDS							
Operation & Maintenance	-	1,754,148.74	(489,479.75)	1,264,668.99	-	-	-
Electric Surplus Fund	2,542,926.84	-	459,355.14	51,051.65	2,951,230.33	1,167,182.37	1,784,047.96
Electric Capital Projects Fund	3,521,311.75	-	-	26,336.17	3,494,975.58	3,490,000.00	4,375.58
WATER & SEWER FUNDS							
Water Operation & Maint.	-	309,931.61	(182,201.94)	127,729.67	-	-	-
Water & Sewer Revenue Bond Fu	208,051.55	-	120,939.50	102,280.00	226,711.05	-	226,711.05
Water & Sewer Deprec. Res. Fun	30,000.00	-	-	-	30,000.00	30,000.00	-
Water & Sewer Bond Reserve Fun	50,000.00	-	-	-	50,000.00	50,000.00	-
Water & Sewer Contingent Fund	30,000.00	-	-	-	30,000.00	30,000.00	-
Water & Sewer Surplus Fund	10,245,138.55	107,493.70	199,536.81	14,045.04	10,538,124.02	9,725,329.46	812,794.56
Water Replacement Fund	781,111.06	-	17,550.44	-	798,661.50	725,000.00	73,661.50
Wastewater Operation & Maint.	-	237,611.39	(181,984.98)	55,626.41	-	-	-
Wastewater Replacement Fund	1,062,497.23	-	-	-	1,062,497.23	906,412.03	156,085.20
W & S Construction Fund	3,863,946.70	1,674.08	-	112,834.89	3,752,785.89	950,000.00	2,802,785.89
General Revenue Fund	3,251,966.32	108,320.55	(87,713.95)	578,144.79	2,694,428.13	2,600,000.00	94,428.13
Landfill Fund	686,861.32	72,612.71	(6,247.24)	76,165.83	677,060.96	525,000.00	152,060.96
Cemetery Fund	1,044,258.91	9,120.20	(5,364.49)	16,413.51	1,031,601.11	870,000.00	161,601.11
City Park Fund	217,047.37	3,363.04	(6,425.70)	42,206.24	171,778.47	-	171,778.47
Public Park Foundation Fund	273,542.09	7,000.00	-	124,609.15	155,932.94	140,000.00	15,932.94
Recreational Development Fund	93,416.17	21,420.52	(52.99)	38,955.66	75,828.04	-	75,828.04
Band Fund	0.01	745.20	-	745.20	0.01	-	0.01
ARPA Fund	1,513,409.45	2,153.70	-	8,647.07	1,506,916.08	1,495,000.00	11,916.08
Road Use Tax Fund	889,252.64	74,463.04	-	21,200.55	942,515.13	754,000.00	188,515.13
Stormwater Maintenance Fund	298,505.82	436.54	-	-	298,942.36	268,000.00	30,942.36
Trust and Agency Fund	840,882.42	72,235.74	15,814.51	94,530.66	834,402.01	833,000.00	1,402.01
Health Insurance Fund	1,360,597.40	74,049.72	147,086.71	116,340.65	1,465,393.18	1,000,000.00	465,393.18
Inmate Security Fund	17,171.12	88.00	-	-	17,259.12	-	17,259.12
Equitable Sharing Fund	3,617.07	-	-	-	3,617.07	-	3,617.07
Transportation Sales Tax Fund	662,754.48	141,295.46	-	139,380.60	664,669.34	600,000.00	64,669.34
Transportation Capital Project	641,384.53	24,383.45	-	15,519.46	650,248.52	-	650,248.52
Sales Tax Fund	1,246,180.55	280,961.77	-	37,171.86	1,489,970.46	984,884.22	505,086.24
Recreation Sales Tax Fund	159,831.91	79,616.63	(812.07)	26,951.56	211,684.91	50,000.00	161,684.91
Public Safety Sales Tax Fund	136,035.13	139,531.07	-	-	275,566.20	-	275,566.20
Fire Protection Sales Tax Fund	70,862.98	69,807.43	-	-	140,670.47	-	140,670.47
Capital Projects Construction	3,524,302.20	35,074.97	-	102,396.31	3,456,980.86	2,910,000.00	546,980.86
Economic Dev. Reserve Fund	886,598.78	-	-	-	886,598.78	850,000.00	36,598.78
CDBG Grant Fund	73,195.03	-	-	262.65	72,932.38	-	72,932.38
I-55 Corridor Special Alloc. Fund	2,317.69	-	-	-	2,317.69	-	2,317.69
TOTALS	40,228,975.07	3,627,539.32	0.00	3,194,214.57	40,662,299.82	30,953,808.07	9,708,491.75

Respectfully Submitted,

Angela Birk

Angela Birk, City Clerk/Treasurer

Cash on Hand 1,475.00
General Account 7,347,594.62
Collectors Account 2,355,805.06
Equitable Sharing Fund 3,617.07

TOTAL 9,708,491.75



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MINUTES

CITY CLERK'S REPORT FOR THE MONTH OF August 2024

<u>ELECTRIC</u>	4,171.80
<u>WATER</u>	4,845.00
<u>WASTEWATER</u>	0.00
<u>GENERAL REVENUE</u>	21,343.91
<u>LANDFILL</u>	5,253.82
<u>CEMETERY</u>	8,375.00
<u>PARK</u>	2,152.80
<u>PARK FOUNDATION</u>	7,000.00
<u>RECREATIONAL DEVELOPMENT</u>	21,420.52
<u>STORMWATER MAINTENANCE FUND</u>	436.54
<u>TRUST & AGENCY</u>	0.00
<u>HEALTH INSURANCE FUND</u>	1,274.38
<u>INMATE SECURITY FUND</u>	0.00
<u>TRANSPORTATION SALES TAX</u>	1,282.50
<u>RECREATIONAL SALES TAX FUND</u>	9,809.13
<u>REPORT TOTAL</u>	87,365.40

Water & Light Deposit Accounts
 AUGUST, 2024

Beginning Balance August 1, 2024:	\$268,686.61
TOTAL DEPOSITS	\$12,687.66
TOTAL REFUNDS	\$11,554.15
Ending Balance August 31, 2024:	\$269,820.12

<i>Balance Consists of :</i>	
Checking Account for US Bank	\$59,820.12
Investments	\$210,000.00
	<u>\$269,820.12</u>



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Motion to Approve an increase in)
 Expenditure under Task Order)
 Authorization No. 22-18, to Strickland)
 Engineering, LC of Jackson, Missouri,)
 Relative to providing additional)
 Engineering services under the Jackson)
 Fire Department Building Renovations)
 Project)

Motion made by Alderman Reiminger, seconded by Alderman Seabaugh, to approve an increase in expenditure, in the amount of \$200,000.00, under Task Order Authorization No. 22-18, to Strickland Engineering, LC of Jackson, Missouri, relative to providing additional engineering services under the Jackson Fire Department Building Renovations Project. Ayes-8; Nays-0; Absent-0.

Ordinance No. 24-78 Re: To Amend)
 Chapter 3 (Administration) of the Code)
 Of Ordinances, relative to purchasing)
 Procedure and procedure for selection)
 Of task order assignments)

The matter of amending Chapter 3 (Administration) of the Code of Ordinances, relative to purchasing procedure and procedure for selection of task order assignments, came on for consideration. Alderman Reiminger introduced Bill No. 24-78, being for an ordinance entitled as follows:

**AN ORDINANCE AMENDING CHAPTER 3 OF THE CODE OF ORDINANCES OF
 THE CITY OF JACKSON, MISSOURI, RELATIVE TO PURCHASING
 PROCEDURE AND TASK ORDER ASSIGNMENTS; AND REPEALING ALL
 ORDINANCES IN CONFLICT THEREWITH.**

On a motion made by Alderman Reiminger, seconded by Alderwoman Williams, Bill No. 24-78 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 Alderwoman Williams, Bill No. 24-78 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed, and the Bill was then duly numbered Ordinance No. 24-78 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderwoman Williams-aye; Alderwoman Young-aye; Alderman Hitt-aye; Alderman Reiminger-aye; Alderman Seabaugh-aye; Alderman Fraley-aye; Alderwoman Liley-aye; and Alderman Stroder-aye.

BILL NO. 24-78

ORDINANCE NO. 24-78

**AN ORDINANCE AMENDING CHAPTER 3 OF THE CODE OF ORDINANCES OF
 THE CITY OF JACKSON, MISSOURI, RELATIVE TO PURCHASING
 PROCEDURE AND TASK ORDER ASSIGNMENTS; AND REPEALING ALL
 ORDINANCES IN CONFLICT THEREWITH.**

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

Section 1. That Chapter 3, Article VII, Section 3-309, of the Code of Ordinances of the City of Jackson, Missouri, is hereby amended to read as follows:



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“Sec. 3-309. Purchasing procedure.

The city administrator or designate shall procure for the city all materials, supplies, equipment and contractual services needed by the city in accordance with the procedures described in this section.

To that end, he shall have the power and be required to:

(3) *Purchase orders.* If the consideration is more than one thousand five hundred dollars (\$1,500.00), the appropriate authority shall obtain a purchase order for any transaction.

(4) *Competitive bidding.* When the city negotiates any purchase or other contract, there shall be provided ample opportunity for competitive bidding in the following manner:

a. If the consideration is more than two thousand dollars (\$2,000.00) but less than or equal to ten thousand dollars (\$10,000.00), the appropriate authority shall obtain at least three (3) quotations from qualified vendors for the materials, supplies, equipment or contractual services to be purchased. The quotations may be obtained orally and the award for the purchase shall be given to the responsible entity with proper qualifications submitting the lowest quote.

b. If the consideration is more than ten thousand dollars (\$10,000.00) but less than or equal to twenty thousand dollars (\$20,000.00), the appropriate authority shall solicit at least three (3) written quotations for the materials, supplies, equipment or contractual services to be purchased. The quotation shall be in written form and the award for the purchase shall be given to the responsible entity with proper qualifications submitting the lowest quote.”

Section 2. That Chapter 3, Article IX, Section 3-374, of the Code of Ordinances of the City of Jackson, Missouri, is hereby amended to read as follows:

“Sec. 3-374. Procedure for selection of task order assignments.

Whenever it becomes necessary for the city to negotiate task order assignments for architectural, engineering and land surveying services for individual projects, the following policy will be utilized:

(2) For individual projects not anticipated to exceed five thousand dollars (\$5,000.00), the city administrator or designate shall solicit such services from one (1) or more firms on a time and



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MINUTES

materials basis according to the terms of the master services agreement on file for the person, firm or consultant.

(3) For individual projects anticipated to exceed five thousand dollars (\$5,000.00), the city administrator or designate shall solicit a written scope of work, cost estimate and project schedule (based upon the project description as prepared by city staff) prior to making a final selection. Task order assignments shall be presented to the board of aldermen for approval if the project is anticipated to exceed five thousand dollars (\$5,000.00). All services shall be performed in accordance to the terms of the master services agreement on file for the person, firm or consultant.”

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 23, 2024.

SECOND READING: September 23, 2024.

PASSED AND APPROVED this 23rd day of September, 2024, by a vote of 8 ayes, 0 nays, 0 abstentions and 0 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
 Mayor

ATTEST:

Angela Birk (signed)
 City Clerk



CITY OF JACKSON

MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Monday, September 23, 2024 at 6:00 PM

Board Chambers, City Hall, 101 Court St.

MINUTES

Motion to Approve an update to the)
Manual of Adopted Policies regarding)
Purchase order procedure)

Motion made by Alderman Reiminger, seconded by Alderman Stroder, to approve an update to the Manual of Adopted Policies regarding purchase order procedure. Ayes-8; Nays-0; Absent-0.

Ordinance No. 24-79 Re: To Approve a)
Release & Settlement Agreement with)
Horner & Shifrin, Inc., of St. Louis,)
Missouri, regarding door design for the)
Jackson Water Plant Improvements)
Project – Phase 2, Project 2D)

The matter of approving a Release & Settlement Agreement with Horner & Shifrin, Inc., of St. Louis, Missouri, in the amount of \$1,321.69, regarding door design for the Jackson Water Plant Improvements Project – Phase 2, Project 2D, came on for consideration. Alderman Reiminger introduced Bill No. 24-79, being for an ordinance entitled as follows:

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A RELEASE AND SETTLEMENT AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *HORNER & SHIFRIN, INC.*, RELATIVE TO A *DOOR DESIGN FOR THE WATER FACILITY PLANT IMPROVEMENTS PROJECT - PHASE 2, PROJECT 2D*; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

On a motion made by Alderman Reiminger, seconded by Alderman Seabaugh, Bill No. 24-79 was placed on its first reading and was read by title, considered and discussed and was duly passed. On a motion by Alderman Reiminger, seconded by Alderman Seabaugh, Bill No. 24-79 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed and the Bill was then duly numbered Ordinance No. 24-79 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Stroder-aye; Alderman Hitt-aye; Alderman Fraley-aye; Alderman Reiminger-abstain; Alderman Seabaugh-aye; Alderwoman Young-aye; Alderwoman Williams-aye; and Alderwoman Liley-abstain.

BILL NO. 24-79

ORDINANCE NO. 24-79

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A RELEASE AND SETTLEMENT AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *HORNER & SHIFRIN, INC.*, RELATIVE TO A *DOOR DESIGN FOR THE WATER FACILITY PLANT IMPROVEMENTS PROJECT - PHASE 2, PROJECT 2D*; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

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

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



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MINUTES

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

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the agreement attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **Horner & Shifrin, 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 agreement.

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

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

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

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

FIRST READING: September 23, 2024.

SECOND READING: September 23, 2024.

PASSED AND APPROVED this 23rd day of September, 2024, by a vote of 8 ayes, 0 nays, 0 abstentions and 0 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

By: Dwain L. Hahs (signed)
 Mayor

Angela Birk (signed)
 City Clerk

Motion to Set a public hearing for)
 Monday, October 21, 2024 at 6:00 p.m.)
 For a text amendment to Chapter 65)
 (Zoning) of the Code of Ordinances,)



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MINUTES

Relative to applications for voluntary)
 Annexation with zoning)

Motion made by Alderwoman Liley, seconded by Alderman Fraley, setting a public hearing for Monday, October 21, 2024, at 6:00 p.m., for a text amendment to Chapter 65 (Zoning) of the Code of Ordinances, relative to applications for voluntary annexation with zoning. Ayes-8; Nays-0; Absent-0.

Resolution No. 2024-05 Amend a)
 Resolution approving a request to place)
 a Revolutionary War Patriots marker in)
 an alternate location at the entrance of)
 the Old City Cemetery by the John Guild)
 Chapter of The Daughters of the)
 American Revolution)

Motion made by Alderwoman Liley, seconded by Alderman Hitt, to amend a resolution approving a request to attach a Revolutionary War Patriots marker in an alternate location at the entrance of the Old City Cemetery by the John Guild Chapter of the Daughters of the American Revolution. Ayes-8; Nays-0; Absent-0.

RESOLUTION NO. 2024-05

AMENDED RESOLUTION

AN AMENDED RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF JACKSON, MISSOURI, EXPRESSING AND CONFIRMING SUPPORT, AND GRANTING CONSENT, TO A REQUEST FROM THE JOHN GUILD CHAPTER, NSDAR, TO INSTALL A MONUMENT ON PROPERTY OWNED BY THE CITY OF JACKSON, MISSOURI.

WHEREAS, the Missouri Society of Daughters of the American Revolution was organized in Missouri in 1894; and

WHEREAS, there was established the John Guild Chapter of the Daughters of the American Revolution organized in Jackson, Missouri on March 25, 1914; and

WHEREAS, the Daughters of the American Revolution seek to perpetuate the memory and spirit of the men and women who achieved American independence; to promote, as an object of primary importance, institutions for the general diffusion of knowledge, thus developing an enlightened public opinion; and to cherish, maintain, and extend the institutions of American freedom, to foster true patriotism and love of country and to aid and secure for mankind all the blessings of liberty; and

WHEREAS, in carrying out the aforementioned objectives, the Daughters of the American Revolution desire to install a monument for the Revolutionary War Patriots who achieved American independence and fought valiantly to found a new nation from 1775-1783.



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, September 23, 2024 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

WHEREAS, on the 15th day of April, 2024 the Board of Aldermen passed Resolution No. 2024-04 which granted to the John Guild Chapter authority to attach a monument to the western wall of the entrance of the Old City Cemetery; and

WHEREAS, it was learned that the type of sign originally approved was not conducive to placement on the wall thereby necessitating a new design concept.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City of Jackson, Missouri, does hereby grant to the John Guild Chapter of the Daughters of the American Revolution the authority to install a granite monument between the curb and the right entry way to the entrance of the Old City Cemetery.
2. The monument shall be made of granite with a serpentine top and measure 2 1/2 feet long, 6 inches wide, and 2 feet tall.
3. This Amended Resolution shall be in full force and effect from and after its passage by the Board of Aldermen.

PASSED BY THE BOARD OF ALDERMEN. This 23rd day of September, 2024.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
 Mayor

ATTEST:

Angela Birk (signed)
 City Clerk

Motion to Accept the bid of Apex Paving)
 Company dba Asa Asphalt, of Cape)
 Girardeau, Missouri, relative to the 2024)
 Asphalt Pavement Improvement)
 Program)

Motion made by Alderwoman Liley, seconded by Alderwoman Young, to accept the bid of Apex Paving Company dba Asa Asphalt, of Cape Girardeau, Missouri, in the amount of \$323,622.17, relative to the 2024 Asphalt Pavement Improvement Program. Ayes-8; Nays-0; Absent-0.

Ordinance No. 24-80 Re: To Authorize a)
 Contractual agreement with Apex)
 Paving Company dba Asa Asphalt,)
 Relative to the 2024 Asphalt Pavement)
 Improvement Program)



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, September 23, 2024 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

The matter of authorizing a contractual agreement with Apex Paving Company dba Asa Asphalt, relative to the 2024 Asphalt Pavement Improvement Program, came on for consideration. Alderwoman Liley introduced Bill No. 24-80, 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 APEX PAVING COMPANY DBA ASA ASPHALT, OF CAPE GIRARDEAU, MISSOURI, RELATIVE TO THE 2024 ASPHALT PAVEMENT IMPROVEMENT PROGRAM; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

On a motion made by Alderwoman Liley, seconded by Alderman Fraley, Bill No. 24-80 was placed on its first reading and was read by title, considered and discussed and was duly passed. On a motion by Alderwoman Liley, seconded by Alderman Fraley, Bill No. 24-80 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed and the Bill was then duly numbered Ordinance No. 24-80 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderwoman Young-aye; Alderwoman Liley-aye; Alderman Hitt-aye; Alderman Fraley-aye; Alderman Reiminger-aye; Alderman Seabaugh-aye; Alderman Stroder-aye; and Alderwoman Williams-aye.

BILL NO. 24-80

ORDINANCE NO. 24-80

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 DBA ASA ASPHALT, OF CAPE GIRARDEAU, MISSOURI, RELATIVE TO THE 2024 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 dba Asa Asphalt, 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.



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
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MINUTES

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 23, 2024.

SECOND READING: September 23, 2024.

PASSED AND APPROVED this 23rd day of September, 2024, by a vote of 8 ayes, 0 nays, 0 abstentions and 0 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
 Mayor

ATTEST:

Angela Birk (signed)
 City Clerk

Motion to Approve the City's donation)
 Of right of way to the Missouri Highways)
 And Transportation Commission, relative)
 To the Roundabout Project at North High)
 Street and Deerwood Drive)

Motion made by Alderwoman Liley, seconded by Alderman Hitt, to approve the City's donation of right of way valued at \$9,800.00 to the Missouri Highways and Transportation Commission, relative to the Roundabout Project at North High Street and Deerwood Drive. Ayes-8; Nays-0; Absent-0.

Ordinance No. 24-81 Re: To Authorize)
 The Mayor to execute a General)
 Warranty Deed to the Missouri Highways)
 And Transportation Commission, relative)
 To the Roundabout Project at North High)
 Street and Deerwood Drive)



CITY OF JACKSON

MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Monday, September 23, 2024 at 6:00 PM

Board Chambers, City Hall, 101 Court St.

MINUTES

The matter of authorizing the Mayor to execute a General Warranty Deed to the Missouri Highways and Transportation Commission, relative to the Roundabout Project at North High Street and Deerwood Drive, came on for consideration. Alderwoman Liley introduced Bill No. 24-81, being for an ordinance entitled as follows:

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI TO EXECUTE A GENERAL WARRANTY DEED BY AND BETWEEN THE CITY OF JACKSON, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

On a motion made by Alderwoman Liley, seconded by Alderwoman Young, Bill No. 24-81 was placed on its first reading and was read by title, considered and discussed and was duly passed. On a motion by Alderwoman Liley, seconded by Alderwoman Young, Bill No. 24-81 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. 24-81 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Hitt-aye; Alderman Fraley-aye; Alderwoman Liley-aye; Alderman Reiminger-aye; Alderman Seabaugh-aye; Alderman Stroder-aye; Alderwoman Young-aye; and Alderwoman Williams-aye.

BILL NO. 24-81

ORDINANCE NO. 24-81

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI TO EXECUTE A GENERAL WARRANTY DEED BY AND BETWEEN THE CITY OF JACKSON, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

WHEREAS, the Mayor and Board of Aldermen of the City of Jackson, Missouri, have heretofore been presented a General Warranty Deed marked Exhibit A and attached hereto and incorporated herein as if fully set forth; and

WHEREAS, the Mayor and Board of Aldermen of the City of Jackson, Missouri deem it advisable to enter into the conveyance of said General Warranty Deed.

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

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the conveyance of the General Warranty Deed marked Exhibit A between the City of Jackson, Missouri, a municipal corporation and the Missouri Highways and Transportation Commission. It is the belief of the Mayor and Board of Aldermen of the City of Jackson, Missouri that it is in the best interests of the citizens of the City of Jackson, Missouri, that the City enter into said General Warranty Deed.



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MAYOR & BOARD OF ALDERMEN REGULAR MEETING
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Section 2. That the Mayor of the City of Jackson, Missouri, be and is hereby authorized and directed to execute said conveyance of a General Warranty Deed for and on behalf of the City of Jackson, Missouri.

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

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

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

FIRST READING: September 23, 2024.

SECOND READING: September 23, 2024.

PASSED AND APPROVED this 23rd day of September, 2024, by a vote of 8 ayes, 0 nays, 0 abstentions and 0 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

By: Dwain L. Hahs (signed)
Mayor

Angela Birk (signed)
City Clerk

Ordinance No. 24-82 Re: To Authorize)
 The donation of a General Warranty)
 Deed to the Missouri Highways and)
 Transportation Commission, relative to)
 the Roundabout Project at North High)
 Street and Deerwood Drive)

The matter of authorizing the donation of a General Warranty Deed to the Missouri Highways and Transportation Commission, relative to the Roundabout Project at North High Street and Deerwood Drive, came on for consideration. Alderwoman Liley introduced Bill No. 24-82, being for an ordinance entitled as follows:

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI TO EXECUTE A LETTER FROM THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION RELATIVE TO THE DONATION OF A GENERAL WARRANTY DEED.



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
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On a motion made by Alderwoman Liley, seconded by Alderman Fraley, Bill No. 24-82 was placed on its first reading and was read by title, considered and discussed and was duly passed. On a motion by Alderwoman Liley, seconded by Alderman Fraley, Bill No. 24-82 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. 24-82 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderwoman Liley-aye; Alderman Reiminger-aye; Alderman Fraley-aye; Alderman Hitt-aye; Alderman Seabaugh-aye; Alderman Stroder-aye; Alderwoman Young-aye; and Alderwoman Williams-aye.

BILL NO. 24-82

ORDINANCE NO. 24-82

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI TO EXECUTE A LETTER FROM THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION RELATIVE TO THE DONATION OF A GENERAL WARRANTY DEED.

WHEREAS, the Mayor and Board of Aldermen of the City of Jackson, Missouri, have heretofore been presented a letter from the Missouri Highways and Transportation Commission marked Exhibit A and attached hereto and incorporated herein as if fully set forth; and

WHEREAS, the purpose of the letter is to confirm the donation by the City of Jackson, Missouri to the Missouri Highways and Transportation Commission of a general warranty deed for property owned by the City; and

WHEREAS, the Mayor and Board of Aldermen of the City of Jackson, Missouri deem it advisable to execute the letter of donation.

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

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the execution of the letter marked Exhibit A from the Missouri Highways and Transportation Commission. It is the belief of the Mayor and Board of Aldermen of the City of Jackson, Missouri that it is in the best interests of the citizens of the City of Jackson, Missouri, that the City execute the letter confirming the donation.

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

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



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

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

FIRST READING: September 23, 2024.

SECOND READING: September 23, 2024.

PASSED AND APPROVED this 23rd day of September, 2024, by a vote of 8 ayes, 0 nays, 0 abstentions and 0 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

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

Angela Birk (signed)
 City Clerk

Mr. Erik Englehart to Bring Information)
 To The Board of Aldermen)

Now comes forth Mr. Erik Englehart to inform the board of a community garden project that he would like to name after the City of Jackson.

Motion to Adjourn the Meeting)

Meeting concluded at 6:31 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 and members of the Board of Aldermen

FROM: Larry Miller, Building & Planning Manager

DATE: October 4, 2024

SUBJECT: Motion approving Statement of Work Q-83255-1, in the amount of \$25,357.50 to Civic Plus, LLC, of Manhattan, Kansas, relative to providing services in 2025 under the Website Hosting Services Project.

This is the software the Building and Planning Department uses for permits, business and contractor licenses, work orders, and violations.

CivicPlus is requesting an increase to their agreement from the current contract amount of \$22,050.00. No changes to the Master Service agreement are proposed.

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:**Date:****Customer:**

Q-83255-1

8/23/2024 10:48 AM

JACKSON CITY,
MISSOURI

QTY	Product Name	DESCRIPTION
1.00	CivicGov Pay Annual Fee - Forte Renewal	Pay Annual maintenance and support fee
1.00	CivicGov Planning & Zoning Renewal	CivicGov Planning & Zoning Annual
1.00	Community Development ICC Code Integration (population based) Annual Renewal	CivicGov ICC Code Integration Annual
1.00	Community Development Mobile App (Offline Inspections) Renewal	CivicGov Mobile App (Offline Inspections) Annual
1.00	Community Development Code Enforcement Renewal	CivicGov Code Enforcement Annual
1.00	CivicGov Permitting Renewal	CivicGov Permitting Annual
1.00	CivicGov Premium GIS (ESRI) Mapping Integration Annual Renewal	GIS ESRI RESTful Integration: initial endpoint (land + building layer) Annual
1.00	Community Development Licensing Annual Renewal	CivicGov Business Licensing Annual
Annual Recurring Services - Initial Term		USD 25,357.50
Annual Recurring Services - (Subject to Uplift)		USD 25,357.50

1. This renewal Statement of Work ("SOW") is between City of Jackson, MO ("Customer") and CivicPlus, LLC and shall be subject to the terms and conditions of the Master Services Agreement ("MSA") and the applicable Solutions and Products terms found at: www.civicplus.help/hc/p/legal-stuff (collectively, the "Terms and Conditions"). By signing this SOW, Customer expressly agrees to the Terms and Conditions throughout the Term of this SOW. The Terms and Conditions form the entire agreement between Customer and CivicPlus (collectively, referred to as the "Agreement"). The Parties agree the Agreement shall supersede and replace all prior agreements between the Parties with respect to the services provided by CivicPlus herein (the "Services").

2. This SOW shall remain in effect for an initial term starting at the Customer's next renewal date of 12/20/2024 and running for twelve months ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW will automatically renew for additional 1-year renewal terms ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".

3. Unless terminated, Customer shall be invoiced for the Annual Recurring Services on each Renewal Date of each calendar year subject to an annual increase of 5% each Renewal Term.

Acceptance

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By (please sign):

By (please sign):

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

BILL NO. 24-__

ORDINANCE NO. 24-__

AN ORDINANCE CALLING A GENERAL ELECTION TO FILL THE OFFICES OF MAYOR, ALDERMAN WARD I, ALDERMAN WARD II, ALDERMAN WARD III, AND ALDERMAN WARD IV; ESTABLISHING FILING DEADLINE FOR SAID OFFICES; PROVIDING SAMPLE BALLOT; PROVIDING SAMPLE NOTICE; REQUESTING ELECTION AUTHORITY TO PROCEED WITH ELECTION; ALL IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 19 OF THE CITY CODE OF ORDINANCES AND CHAPTER 115 OF THE REVISED STATUTES OF MISSOURI, 2000, AS AMENDED; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH.

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 the Board of Aldermen of the City of Jackson, Missouri, hereby call an election to be held on the date and the times hereinafter set forth.

Section 2. That the Mayor and the Board of Aldermen, Jackson, Missouri, in accordance with the provisions of Chapter 19 of the City Code of Ordinances and Chapter 115 of the Revised Statutes of Missouri, 2000, as amended, hereby direct the City Clerk to file official notice of general election to fill the offices of Mayor, Alderman Ward I, Alderman Ward II, Alderman Ward III, and Alderman Ward IV. Said notice shall include the following information:

Agency Calling the Election: City of Jackson, Missouri

Name of Office to be Filed: Mayor
Alderman Ward I
Alderman Ward II
Alderman Ward III
Alderman Ward IV

Date of Election: April 8, 2025

Period Within Which A Candidate Must File:
8:00 A.M., Tuesday, December 10, 2024, to
5:00 P.M., Tuesday, December 31, 2024

Said notice shall be delivered to the County Clerk no later than 5:00 P.M. on January 28, 2025, the tenth Tuesday prior to the election.

A sample notice of the calling of said election is attached hereto, marked Exhibit A and incorporated herein by reference. It is intended that said sample notice shall be forwarded to the County Clerk for his use as reference only.

Section 3. The City Clerk shall, before the seventeenth Tuesday prior to any election at which offices are to be filled, notify the general public of the opening filing date, the office or offices to be filled, the proper place for filing and the closing filing date of the election. Such notification shall be accomplished by a legal notice published in at least one (1) newspaper of general circulation in the city. The City Clerk shall keep a permanent record of the names of the candidates, the office for which they seek election and the dates of the filings; and the order in which the candidates' names shall appear on the ballot as determined under section 19-4 of this Code.

Section 4. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

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: October 7, 2024.

SECOND READING: October 7, 2024.

PASSED AND APPROVED this 7th day of October, 2024, by a vote of ___ ayes, ___ nays, ___ abstentions and ___ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk

EXHIBIT A

CITY CLERK'S NOTICE
OF FILING DEADLINE FOR
CITY OFFICES

STATE OF MISSOURI)
COUNTY OF CAPE GIRARDEAU)
CITY OF JACKSON)

NOTICE OF ELECTION

In compliance with the provisions of Chapter 19 of the City Code of Ordinances and Chapter 115 of the Revised Statutes of Missouri, 1996, and Supp. 1999, as amended, the Board of Aldermen of the City of Jackson, Missouri, has ordered that a General Election be held on the first Tuesday following the first Monday in April, 2025, said date being:

TUESDAY, APRIL 8, 2025

For the purpose of electing officers to the following positions with the City:

MAYOR

ALDERMAN WARD I

ALDERMAN WARD II

ALDERMAN WARD III

ALDERMAN WARD IV

DECLARATION OF CANDIDACY

The Mayor and Board of Aldermen hereby establish the filing time period as follows:

8:00 A.M. Tuesday, December 10, 2024

FILING DEADLINE

5:00 P.M., Tuesday, December 31, 2024

Any candidate for the aforesaid positions shall file a Declaration of Candidacy with the City Clerk of the City of Jackson at City Hall, 101 Court Street, Jackson, Missouri, between 8:00 A.M.

Tuesday, December 10, 2024, to 5:00 P.M., Tuesday, December 31, 2024, in order to have his/her name printed on the official ballot at the General Election to be held on April 8, 2025.

Given under my hand and the official seal of
said City this 7th day of October, 2024.

(SEAL)

Angela Birk
City Clerk/Treasurer

BILL NO. 24-__

ORDINANCE NO. 24-__

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

WHEREAS, the City of Jackson, desires to enter into a depository agreement with **Southern Bank** for the deposit of Demand Deposits or checking account funds; and

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

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

1. That the Mayor is hereby, authorized and directed to sign a depository agreement with **Southern Bank**. Said agreement is attached hereto and incorporated herein by reference.
2. That said depository agreement shall have a one-year term under a depository agreement as required by state statute.
3. That said bank shall be depository for all demand deposits of checking account funds of the City in an unlimited amount subject only to the deposit of securities as required by; Sections 110.010 and 110.020, RSMo.
4. That said bank shall be authorized to hold idle investment funds of the City, subject to the required deposit of securities as required by Section 110.010 and 110.020, RSMo.
5. The Treasurer of the City shall, whenever the City accumulates idle funds, invest said funds in time certificates of deposits, based upon the highest sealed bids received from the designated depository. All of such investment funds shall be in One Hundred Thousand Dollars (\$100,000.00)

or more increments. The Treasurer shall notify the depository of available money for bid by phone, electronic transmission or United States Mail.

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

FIRST READING: October 7, 2024.

SECOND READING: October 7, 2024.

PASSED AND APPROVED this 7th day of October, 2024, by a vote of __ ayes, __ nays, __ abstentions and __ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: _____
Mayor

City Clerk

DEPOSITORY AGREEMENT

This Depository Agreement is made and entered into this 7th day of October, 2024, by and between the City of Jackson a political subdivision of the State of Missouri, hereinafter called "Depositor," and the Southern Bank., hereinafter called "Depository Institution."

WHEREAS, the Depositor has deposited and will in the future deposit public funds with the Depository Institution in amounts exceeding the applicable insurance provided by the Federal Deposit Insurance Corporation ("FDIC"), and

WHEREAS, the Depositor has requested that its deposits in excess of the FDIC insurance limit, now or hereafter in effect, be secured, and

WHEREAS, the Depository Institution is authorized by 12 USC 90 to give security for the safekeeping and prompt payment of funds deposited by any State or political subdivision thereof, or any agency or other governmental instrumentality of one or more States or political subdivisions thereof, and Depository Institution is willing to provide collateral to the Depositor securing all deposits in excess of the applicable FDIC insurance limit, such collateral (hereinafter the "Collateral") to consist of,

- a) Securities as prescribed by the appropriate state statute in the state where the Depositor is located;
- b) Irrevocable Letter of Credit through the applicable Federal Home Loan Bank as prescribed by the appropriate state statute in the state where the Depositor is located; and

WHEREAS, the Depository Institution is willing to provide sufficient Collateral such that the market value of the Collateral pledged will at all times equal not less than one hundred percent (100%) of the actual amount of the funds on deposit, including accrued interest, less the amount insured by the FDIC, and

WHEREAS, the Depository Institution will deliver the Collateral for safekeeping in a book-entry collateral account (hereinafter the "Collateral Account") established at our Correspondent Bank; The Federal Home Loan Bank of Des Moines, headquartered in Des Moines, Iowa (hereinafter referred to as the "Custodial Institution").

NOW, THEREFORE, the parties hereto agree as follows:

1. **Security.** All funds standing in the name of the Depositor now or hereafter on deposit with the Depository Institution in excess of applicable FDIC insurance shall be secured by the Depository Institution's pledge of Collateral and Depository Institution hereby pledges to Depositor all Collateral now or hereafter delivered to Custodial Institution and deposited in Custodial Institution's Collateral Account and held under joint custody receipt in the name of Depositor and Depository Institution, and agrees that such Collateral shall at all times be maintained in an amount equal to at least one hundred

percent (100%) of the amount of the deposit, including accrued interest, in excess of FDIC insurance, provided that Depository Institution has been given advance notice of and/or a reasonable opportunity to act on deposits made from time to time by Depositor. Depositor must give Depository Institution advance notice and a reasonable opportunity to act on deposits which represent a large increase over deposits made from time to time by Depositor, or which will result in the under-collateralization of the Collateral Account.

2. **Safekeeping Provisions.** The Depository Institution shall cause Custodial Institution to maintain the Collateral in a Collateral Account. Except as provided in paragraphs 5 and 6 below, the Collateral shall be released only upon the joint written authorization of the Depositor and the Depository Institution. The Depository Institution may substitute or exchange securities held in the Collateral Account as hereinafter provided.

3. **Timing for Authorization.** Depositor must provide written authorization for the release maturing of Collateral within twenty-four (24) hours of a request for such authorization. Depositor will pay Depository Institution a fee, to be determined by Depository Institution, if this authorization is not provided within that time period.

4. **Representations.** The Depository Institution represents to the Depositor: (a) that the Depository Institution is the sole legal and actual owner of the Collateral; (b) that no other security interest has been, nor will be, granted in the Collateral; and (c) that the deposits of Depositor are insured by the FDIC up to the current deposit insurance coverage limits.

5. **Default.** The Depository Institution shall be in default if it fails to pay, on demand, all or any part of a matured deposit including earned interest. It shall also be an event of default in the event a receiver is appointed for substantially all of Depository Institution's assets pursuant to applicable banking law or regulation.

6. **Proceeds.** In the event of a default, the Depositor is authorized to demand the transfer of the Collateral or to order the liquidation of same with all proceeds payable to the Depositor up to the amount of Depositor's uninsured deposits.

7. **Statements.** The Depository Institution agrees to furnish to the Depositor a statement listing a description of the Collateral pledged and held in safekeeping in the Custodial Institution upon written request. The statement will include par value, interest rate, and maturity date of the Collateral.

8. **Substitution.** The substitution or exchange of similar securities comprising the Collateral may be made by the Depository Institution only with the prior written consent of Depositor, which consent shall not unreasonably be withheld.

9. **Financial Condition.** The Depository Institution agrees to provide to Depositor on written request a copy of its most recently published Call Report and agrees

to provide an annual audited financial statement of Depository Institution's parent bank holding company upon written request.

10. **Fees.** Depositor agrees to pay to Depository Institution all fees and charges associated with the Collateral Account, including, but not limited to, Depository Institution and Custodial Institution fees and charges.

11. **Authorization.** Depositor and Depository Institution each represents and warrants to the other that this Agreement is made pursuant to and is duly authorized by resolution of its respective Board of Directors or other governing body.

12. **Non-Assignability.** This Agreement is not assignable in whole or in part, but is binding on the parties hereto and its successors and permitted assigns.

13. **Governing Law.** This Agreement shall be governed by the law of the state in which the main banking house of the Depository Institution is located.

CITY OF JACKSON, MISSOURI
Depositor

SOUTHERN BANK
Depository Institution

By: _____

By: _____

Title: _____

Title: _____

CERTIFICATE OF SECRETARY OF DEPOSITORY INSTITUTION

The undersigned, Secretary of Depository Institution, hereby certifies that the execution of the foregoing Depository Agreement has been authorized by Resolutions adopted by unanimous consent of The Board of Directors on _____, 20____, as the same may be amended or restated from time to time, and

Further certifies that a duplicate original of the foregoing Depository Agreement is maintained in the official records of the Depository Institution.

IN WITNESS WHEREOF, the Secretary has executed this certification and affixed the corporate seal of the Depository Institution as of this _____ day of _____, _____.

(SEAL)

Secretary of Depository Institution

BILL NO. 24-__

ORDINANCE NO. 24-__

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A MASTER SERVICES AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *PINNACLE POWER SYSTEMS AND CONTROLS, LLC, OF LEE'S SUMMIT, MISSOURI*, RELATIVE TO PROVIDING ENGINEERING SERVICES UNDER A MASTER SERVICES AGREEMENT FOR PROFESSIONAL ENGINEERING/ARCHITECTURAL SERVICES; 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 master services agreement attached hereto and incorporated herein as if fully set forth; and

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

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

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the master services agreement attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **Pinnacle Power Systems and Controls, LLC, of Lee's Summit, Missouri.** It is the belief of the Mayor and Board of Aldermen that it is in the best interest of the citizens of the City of Jackson, Missouri, that the City enters into said master services agreement.

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

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

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

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

FIRST READING: October 7, 2024.

SECOND READING: October 7, 2024.

PASSED AND APPROVED this 7th day of October, 2024, by a vote of ___ ayes, ___ nays, ___ abstentions and ___ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: _____
Mayor

City Clerk

MASTER AGREEMENT FOR PROFESSIONAL ENGINEERING/ARCHITECTURAL SERVICES

THIS AGREEMENT is made and entered into this 30th day of September, 2024, by and between the **CITY OF JACKSON, MISSOURI**, a municipal corporation (the “City”) and **PINNACLE POWER SYTEMS AND CONTROLS LLC**. (the “Engineer”).

WHEREAS, the City has determined that from time to time the City requires professional engineering and architectural services to assist its staff with studies, design and/or construction improvements, operations and maintenance, and the management of various engineering projects; and

WHEREAS, Engineer submitted appropriate qualifications for the provision of such services; and

WHEREAS, the City has agreed to accept Engineer’s qualifications.

NOW, THEREFORE, in consideration of the above premises and promises contained herein, and other good and valuable consideration, the adequacy and sufficiency which we hereby acknowledge, each party hereby agrees as follows:

SECTION A – Scope

1. Engineer shall serve as a professional engineering consultant to the City regarding various assignments to which this Agreement shall apply, with said assignments to be individually authorized by the City on a task order basis. All services performed under the terms of this Agreement shall be performed under the direction of a professional engineer registered in

the State of Missouri and qualified in the particular field related to each specific assignment. The authorization of assignments (task orders) under this Agreement shall be accomplished as described in subsequent sections of this Agreement.

SECTION B – Authorization of Services

2. The services of the Engineer pertaining to any specific task order for which the City desires to obtain said services shall be initiated and performed by the Engineer only upon written Authorization, duly agreed to and properly executed by an authorized representative of both City and Engineer.

3. Projects where engineering fees are anticipated to exceed \$5,000.00 require the Engineer to submit a written scope of work, cost estimate, and project schedule to the City. A written notice to proceed from the City must be obtained by the Engineer prior to commencing with any work. The cost estimate is not to be exceeded without written approval from the City. For all projects anticipated to exceed \$5,000.00, task order authorizations shall be forwarded to the Mayor and Board of Aldermen for approval.

4. Engineer need not provide written cost estimates or schedules where the City requests informal engineering assistance or Engineer's review, comment, attendance at meetings, and similar services if the costs are not anticipated to exceed \$5,000.00 per project. Such services are to be provided to the City on a time and materials basis according to the terms of this Agreement. Verbal requests for services can only be relied and acted upon by Engineer if issued by the City Administrator, Assistant City Administrator, Director of Administrative Services, or the Director of Public Works.

SECTION C – Compensation for Engineering Services

5. The attached schedule of rates (Exhibit A) is provided by Engineer and agreed upon by the City as the unit rates for labor on all services. If Engineer engages a subcontractor, the cost of subcontracted services and materials shall not be billed to the City in an amount in excess of Engineer's rate schedule. Reimbursable expenses shall not be subject to markup and shall be invoiced at actual cost. All reimbursable expenses and their rates shall be listed in the rate schedule. The attached rate schedule can be modified only through a written addendum to this Agreement and changes are subject to the approval of the City Administrator. By approving the ordinance adopting this Agreement, the Mayor and Board of Aldermen hereby delegates authority to approve addenda increasing the Engineer's rates to the City Administrator.

6. Invoices for engineering services shall be submitted monthly. Separate invoices shall be submitted per project. Invoices must include the project name, task order number, and a brief description of the services provided during the billing period. Additionally, each invoice shall include a breakdown of personnel, hours worked, and materials used on the project. All invoices are to be sent to the attention of the Director of Public Works.

SECTION D – Miscellaneous Provisions

7. No portion of the work covered by this Agreement except as provided herein shall be sublet or transferred without written consent and approval of City Administrator, Assistant City Administrator, Director of Administrative Services, or Director of Public Works. The subletting of the work shall in no way relieve the Engineer of Engineer's primary responsibility of the quality and performance of the work. The Engineer will give personal attention to the faithful prosecution of the work and will keep all aspects of the work under Engineer's control.

8. Subcontracting shall not, under any circumstances, relieve the Engineer of liability or of any obligations under this Agreement. The Engineer must see that the work is being carried on in accordance with the requirements of Engineer as Engineer will be held strictly accountable for the work. A violation of this provision shall be good cause to terminate this Agreement.

9. In providing the services under this Agreement, the Engineer shall perform in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. All plans, specifications, and other documents shall be endorsed by the Engineer and shall reflect the name and seal of the professional engineer endorsing the work. However, it is agreed that work performed for City user rate studies may be done by or in conjunction with financial and rate professionals and may not require a professional engineer registered in the State of Missouri.

10. The Engineer shall maintain all records, survey notes, design documents, cost and accounting records, construction records, and other records pertaining to this project for a period not less than five years following final payment. Even upon the expiration of said five-year term, Engineer shall not destroy any of the above-listed records without first giving the Director of Public Works thirty days' notice in writing. The Public Works Director shall then, at the City's option, take possession of such records on the City's behalf and at no additional cost to the City. If the City has not exercised its option to take custody of the file after thirty days, Engineer may then destroy the records. Engineer's records of City's projects shall be made available for inspection by authorized representatives of the City.

11. Drawings, details, specifications, engineering calculations, designs, and other data prepared under this Agreement shall be delivered to and become the property of the City upon termination or completion of work at no additional cost to the City. All such information produced under this Agreement shall be available for use by the City without restriction or limitation on its use, provided that in doing so the City complies with the laws of the State of Missouri. It is agreed that any such reuse by City will be at City's sole risk and without liability or legal exposure to Engineer and that the City shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting therefrom. Engineer shall maintain its intellectual property rights in its drawings, details, specifications, engineering calculations, and designs utilized in the performance of services under this Agreement. However, nothing herein shall be construed to limit the use of drawings, details, specifications, engineering calculations, designs, and other data prepared under this Agreement by the City.

12. The City may terminate the Agreement at any time by giving written notice. If the Agreement is terminated because the project is abandoned or postponed by the City, the Engineer will be paid for actual expenses incurred up to the time of termination. If the Agreement is terminated due to services that the City, in its judgment, deems unsatisfactory, or if the Engineer fails to prosecute the work with due diligence, the City may procure completion of the work in the manner as it considers to be in the best interest of the City. The Engineer will be responsible for any additional cost in excess of the rate schedule and any other damages the City may sustain by reason of the termination of this Agreement due to unsatisfactory performance.

13. In the event that Engineer does not receive from the City at least one task order authorization during a period of three years, both the City and Engineer agree that this

Agreement shall be terminated by the City due to inactivity. Thereafter, the parties may enter into a new Master Agreement for Professional Engineering/Architectural Services at the discretion of the parties. However, regardless of any frequency of work performed by the Engineer, the City may update, amend, alter, or terminate the Agreement; or otherwise issue addendum to the Agreement at any time by giving written notice.

14. Work performed under this Agreement must be satisfactory to the City. The City shall have the final say in determining such questions. If after the City determines that work performed under this Agreement is unsatisfactory and if the parties are unable to resolve a remedy of the issue, then the City may seek such redress and remedy as are available under the terms of this Agreement or otherwise at law.

15. The Engineer agrees to keep information and materials provided by the City, or prepared by the Engineer in performance of this Agreement, confidential except to the extent disclosure is reasonably necessary to carry out and provide engineering services.

16. Except for paragraph 11 above, to the fullest extent permitted by law, Engineer agrees to indemnify, defend, and hold harmless the City, its officers, agents, volunteers, and employees from and against all suits, claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or alternative dispute resolution costs arising out of or related to any such suit, claim, damage, loss, or expense involving an injury to a person or persons, whether bodily injury or other personal injury (including death), or involving an injury or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses, or expenses were caused by the negligence or other wrongdoing of Engineer or of any supplier or subcontractor, or their agents or employees,

directly or indirectly, regardless of whether caused in part by the negligence or wrongdoing of City or any of its agents or employees. The duty to defend does not apply to professional liability claims.

17. Engineer shall purchase and maintain the following insurance, at Engineer's expense:

- Professional Liability Insurance with a minimum limit of \$1,000,000 each claim / \$2,000,000 general aggregate written on an occurrence basis.
- Commercial General Liability Insurance with a minimum limit of \$1,000,000 each occurrence / \$2,000,000 general aggregate written on an occurrence basis.
- Comprehensive Business Automobile Liability Insurance for all owned, non-owned, and hired automobiles and other vehicles used by Engineer with a combined single limit of \$1,000,000 minimum.
- Worker's Compensation Insurance within statutory limits required by any applicable federal or state law and Employers Liability Insurance with minimum limit of \$1,000,000 per accident.
- Additional Insured Endorsement. An endorsement on the required form supplied by the City naming the City of Jackson as an additional insured.

18. Engineer shall make City an additional insured on the general liability of insurance that Engineer is required to maintain under the Agreement documents. Similarly, Engineer shall require insurance with the same coverage and limits from its subcontractors and suppliers and their insurance policies shall be endorsed to name the same additional insureds as

required of Engineer. Each additional insured endorsement shall expressly afford coverage to the additional insureds not only arising out of the named insured's operations or work but also arising out of the named insured's completed operations. All completed operations coverages shall be maintained by Engineer and its subcontractors or suppliers for five years following the completion of the work. Any coverage available to City as a named insured shall be secondary so that the coverage to the City as an additional insured on the policies maintained by Engineer and subcontractors is primary. City reserves the right to selectively trigger any one or more insurance policies that afford City coverage, whether as a named insured or as an additional insured. Engineer agrees that City shall be provided at least sixty days advance written notice of any cancellation or rescission of any policy that Engineer or any of its subcontractors or suppliers is required to maintain under the Agreement documents. Prior to commencing work, Engineer shall provide City certificates of insurance evidencing the required coverages. City's receipt or review of any certificate of insurance reflecting that Engineer or one of its subcontractors or suppliers has failed or may have failed to comply with any insurance requirement of the Agreement documents shall not constitute a waiver of any of City's insurance rights under the Agreement documents, with all such rights being fully and completely reserved by the City.

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

20. The Engineer shall comply with all federal, state, and municipal laws, regulations, and ordinances, including, but not limited to, environmental and labor statutes and regulations.

21. Engineer agrees that during the life of this Agreement it will not discriminate against any employee, applicant for employment, or subcontractor because of race, religion, and national origin. A similar nondiscrimination provision will be included in all subcontracts entered into in the performance of this Agreement. Violation of this provision shall be good cause for the City to terminate this Agreement, and any payment due or subsequently accruing to the Engineer under this Agreement may be subject for forfeiture in the event of multiple violations of this paragraph.

22. The Engineer understands that this Agreement is non-exclusive and that the City is contracting with multiple engineers in order to best provide for its citizens' need for professional engineering services. By executing this Agreement, the Engineer waives any and all complaints it might otherwise have against the City as to the particular Engineer assigned individual tasks or projects. The assignment of projects through task orders authorized under this Agreement shall be in the City's sole discretion and no party to this Agreement shall be entitled to any minimum frequency or dollar amount of task orders.

23. This Agreement shall bind the parties hereto, their successors, and assigns.

24. This Agreement and attached addendum (if any) constitute the entire Agreement between the parties and supersede any prior representations, offers, negotiations, or understandings between the parties with respect to the subject matter of this Agreement.

25. This Agreement shall be taken and deemed to have been fully executed and made by the parties in and governed by the laws of the State of Missouri for all purposes and intents. The venue for any dispute between the parties shall be in the Circuit Court of Cape Girardeau County, Missouri.

[Remainder of page intentionally left blank. Signatures appear on following page.]

CITY OF JACKSON, MISSOURI

By: _____

Dwain L. Hahs, Mayor

ATTEST:

Angela Birk, City Clerk

**PINNACLE POWER SYSTEMS AND
CONTROLS LLC**



Jason Eckles, P.E., President

ATTEST:



Tricia Eckles



Pinnacle Power Systems and Controls LLC - Rate Sheet

Senior Engineer..... \$200/Hour
Project Engineer..... \$150/Hour
Engineer In training \$125/Hour
Engineer Technicians \$95/Hour

Expenses:

Mileage \$0.685/Mile

Lodging and Meals are billed on a direct
pass thru basis..... At Cost

All Bid projects are billed as stated in the
bid/contact received.



PUBLIC WORKS MEMORANDUM

City of Jackson

TO: Mayor and Board of Aldermen

FROM: Janet Sanders, Director of Public Works

DATE: October 2, 2024

RE: Taormina Escrow Agreement for Deerwood Roundabout

This agreement relates to the acquisition of right-of-way from the Taormina property (SEMO Motorsports) at 202 West Deerwood Drive.

MODOT has successfully negotiated this right-of-way acquisition from Christopher & Marissa Taormina, owners of the property at 202 W. Deerwood Drive where SEMO Motorsports is located. Their right-of-way includes a limited access clause to prevent driveway conflict with the roundabout traffic. The escrow agreement for payment of this right of way and the statement of closing costs are attached and need approval for the Mayor's signature and for payment to United Land Title of the cost of the easement and closing costs. Right of way acquisition cost is 50% reimbursable through the cost share agreement between the City and MODOT.

CCO FORM: RW08

Approved: 04/92 (TWJ)

Revised: 06/21 (BDG)

Modified:

COUNTY:

Cape Girardeau

ROUTE:

61

JOB NO.:

JSE0048

FED. PROJ. NO.:

PARCEL:

02

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
ESCROW AGREEMENT**

THIS ESCROW AGREEMENT is entered into by and between the MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION (Commission) and Chris J. Toarmina and Marissa Toarmina, Husband and Wife (Owners), and United Land Title (Escrow Agent), and Southern Bank (Mortgagee), and Cape Girardeau County Collector (Collector).

Any party named above may receive a portion of the proceeds of this transaction, but not all named parties are required to sign this agreement.

WITNESSETH:

WHEREAS, the Owner(s) own the following described property located in Cape Girardeau County, Missouri, being more particularly described in the attached Exhibit A.

WHEREAS, the Commission has agreed with the Owner(s) to purchase said property; and

WHEREAS, the Owner(s) are agreeable to conveying said property to Commission.

NOW, THEREFORE, in consideration of the mutual promises, covenants and representations in this Agreement, the parties agree as follows:

1. CONSIDERATION: The consideration for the conveyance is Twenty Five Thousand and NO/100 Dollars (\$25,000.00), and the Owner(s) hereby deliver to the Escrow Agent a properly executed and acknowledged warranty deed dated the 14th day of September, 2024, conveying the above-described property. This deed shall be delivered to the Commission by the Escrow Agent upon the Commission's delivering to the Escrow Agent the specified purchase price. The purchase price is to be delivered to the Escrow Agent by the Commission on or before the 14th day of October, 2024, in the form of a state treasurer's check made payable to the above named Escrow Agent. The Escrow Agent will disburse all funds, and act as representative for all the above named parties.

2. POSSESSION OF PROPERTY: Owners hereby agree to vacate and give peaceable possession of said above-described property to Commission upon payment of the consideration specified in CONSIDERATION paragraph above, by Commission to Escrow Agent. The Owners hereby waive all statutory and common law notice to vacate said premises and, as a further consideration for this agreement, do hereby consent that Commission may institute all necessary legal proceedings to obtain possession of the property at any time after Commission becomes entitled to possession of said property under this agreement.

3. DISCLOSURE OF HAZARDOUS SUBSTANCES ON PROPERTY ACQUIRED:

The Owner(s) represent that to the best of Owner(s) knowledge and belief, there has been no generation, transportation, storage, treatment, disposal, release, leakage, spillage or emission of any hazardous or toxic substance or material or any aboveground or underground petroleum product contamination on the subject property during the Owner(s) ownership or during previous ownerships at least insofar as the Owner(s) have observed or have been informed. In the alternative, if the Owner(s) have knowledge of any of the aforementioned events occurring on the subject property, that information is set out below. If at any time during the period between the execution of this Agreement and the closing thereof, the Owner(s) have actual knowledge of, learn of, or have a reason to believe that any of the aforementioned events occurred on the subject property, the Owner(s) shall give notice to the Commission immediately. This Agreement is conditional upon full disclosure of any such information by the Owner(s) property.

4. TERMINATION: The Commission may, at its discretion, void this Agreement if the Owner(s) reveal the existence of hazardous substances on the property or if an environmental assessment reveals environmental contamination subjecting the property to costs of removal or remediation under state or federal law.

5. LAWS OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri.

6. DEED OF RELEASE: This Agreement is contingent upon the mortgagee for the deed of trust recorded in document #2020-00774, #2022-00816, and #2022-12720 in the office of the Recorder of Deeds for Cape Girardeau County, Missouri, releasing its interest in the property herein described by providing a partial deed of release, prior to the Escrow Agent's recording of the conveyance deed. Owner(s) hereby agree that the Escrow Agent is to pay to mortgagee the amount necessary to secure release of said deed of trust, if mortgagee requires payment. If funds are insufficient to cover the amount necessary to secure the release, or if the mortgagee refuses to accept payment and to release said deed of trust, the Escrow Agent shall refund the amount of the purchase price to the Commission and this Agreement shall become null and void.

7. ESCROW AGENT RESPONSIBILITIES: The Escrow Agent, in consideration of the sum of one dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby agrees to perform the following:

A. ESCROW AGENT ACTIONS PRIOR TO RECEIVING PAYMENT:

- Accept and hold the conveyance documents in escrow until Commission delivers consideration for the property to the Escrow Agent.
- Certify copies of conveyance documents for use in securing payment of the purchase price.
- Cease escrow process if notified by Commission that acquisition is terminated as a result of the provisions of TERMINATION paragraph, and return all conveyance documents to respective grantors.

B. ESCROW AGENT ACTIONS UPON RECEIPT OF PAYMENT:

- Secure Owner's execution of Certificate of Disbursement of Funds prior to releasing any funds.
- Extend title from date of commitment to closing date.
- Obtain Deed of Release as set out in DEED OF RELEASE paragraph.
- Withhold funds and disburse for delinquent taxes, if any.
- Disburse funds to those indicated as payees in CONSIDERATION paragraph.
- Record conveyance documents and releases.

C. ESCROW AGENT FINAL ACTIONS:

- Deliver to the Commission the original deed of conveyance with recording information, title policy and CERTIFICATE OF DISBURSEMENT OF FUNDS, with the billing for title services.
- Compile all information necessary for the completion of, prepare and file Internal Revenue Service Form 1099-S, 1099-I, and 1099-MISC, "Proceeds from Real Estate Transactions", with respect to the conveyance.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

**MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION**

**UNITED LAND TITLE
ESCROW AGENT**

BY: *Justin D. Dume* BY: *Jessica Bohmann*
TITLE: *SR R/W Specialist* TITLE: *Supervisor*

Executed by the Commission
this *16th* day of *September*, 20*24*

Executed by the Escrow Agent
this *16* day of *September*, 20*24*

**OWNER (S):
SIGNATURES**

ADDRESS

PHONE NO.

Chris J. Taormina
Chris J. Taormina

18250 Columbine
Fort Myers, FL 33967

573-382-0605

Marissa Taormina
Marissa Taormina

18250 Columbine
Fort Myers, FL 33967

First owner executed on the *11th* day of *September*, 20*24*.

Remit Payment To:
 United Land Title, LLC
 1330 N. Kingshighway
 Cape Girardeau, MO 63701

INVOICE

Billed To:
 City of Jackson
 101 Court Street
 Jackson, MO 63755

Invoice No.: 2409061
Invoice Date: September 19, 2024
Please Pay Before: October 19, 2024
Our File Number: 2409061
Your Reference Number: JSE0048 PARCEL 02

Property:
 W. Deerwood Dr.
 Jackson, MO 63755
 Cape Girardeau County

Brief Legal: Pt Lt 73 Terrace Park Estates PB
 23/37 0.007 acres +/- Cape
 Girardeau County

DESCRIPTION	AMOUNT
Title Insurance Risk Rate: Owner's Policy \$25,000.00	35.00
Title Service/Commitment Fee: (Commercial)	550.00
Closing Fee	200.00
Recording Fee - General Warranty Deed	45.00
E-Recording Fee	5.00
If applicable: E-Recording Fee \$5/per doc; CPL \$25; Wire Fee \$30; Courier \$30; Doc Retrieval \$30; Buyer Closing Fee \$200 (Commercial Closing \$300); Seller Closing Fee \$100. NOTE: For Purchase Transactions \$275.00 of the Title Service Fee listed above is our Title Commitment Fee. If United Land Title is closing this transaction, additional fees will apply. CANCELLATION FEE: Please contact our office to verify amount. Title insurance premium and a closing protection fee have been calculated according to rates filed with the Missouri Department of Commerce and Insurance. However, title service charges, closing charges, and other fees are not limited by state law.	

Invoice Total Amount Due \$ **835.00**

RE: STATE OF MISSOURI, acting by / Chris J. Taormina

ATTN: /

Order your title work online at:

www.unitedtitleonline.com

It's fast, easy and gives you a title quote within seconds!



3437 William Street, Cape Girardeau, Missouri 63701 / BFWengineers.com / 573-222-5632

September 18, 2024

Mr. Jason Lipe, Director of Parks and Recreation
City of Jackson
101 Court Street
Jackson, MO 63755

RE: Jackson City Pool – Splash Pad Proposal

Dear Jason,

As requested, we are providing a summary of the proposal for the replacement of the wading pool or junior pool area with a new splash pad.

Description of proposed project: The existing junior pool and wading area will be disconnected from the pool circulation and removed. The splash pad will be fenced independently from the remainder of the pool facility, have a separate control kiosk, run off the City's public water supply, and discharge to the City's sewer system or the pool's de-chlorination storage system. All splash pad features will be off-the-shelf items selected from a supplier with selection input from the City Parks and Rec staff.

Schedule: Our understanding is that the City has chosen to utilize remaining ARPA funds for this purpose, and to meet the ARPA program requirements for obligation the project must be awarded by the end of the 2024 calendar year. The City's last board meeting of 2024 is 12/16. We will provide completed plans and specifications by 11/15, advertise for a minimum of three weeks, and open bids on 12/6.

Scope of engineering services: BFW and their consultant partner Brandstetter Carroll will provide plans, specifications and estimate for the bidding and award of the project. BFW will provide construction administration and inspection for the project.

Estimated Costs:

Project Construction is estimated at \$250,000

Preliminary Engineering is estimated at \$35,000

Construction Administration and Inspection is estimated at \$15,000

If you agree to this proposal as provided, we will prepare a formal contract for execution.

We appreciate the opportunity to provide services to the City of Jackson.

Sincerely,

Bacon Farmer Workman Engineering & Testing, Inc

A handwritten signature in blue ink, appearing to read "M. Workman", is located below the company name.

Mark Workman, Executive Vice President



PUBLIC WORKS MEMORANDUM

City of Jackson

TO: Mayor and Board of Aldermen

FROM: Janet Sanders, Director of Public Works

DATE: October 3, 2024

RE: Change Order No. 3 – Kimbeland Pump Station Improvements

Attached you will find Change Order 3 for the Kimbeland Pump Station Improvements project. This change order reduces the total contract price by \$34,125.41 and extends the contract time to November 29, 2024. Details of the change order are included on the document.

Within the overall deduction there is a cost addition of \$8,748.67 to provide for re-design and relocation of electrical pump cable terminals currently in an underground pit to an above ground enclosure. The time extension is to allow for that work to be performed.

The change order also formalizes all change directives issued by former Public Works Director Kent Peets early in the project.

The lift station is currently in operation and the former lift station was previously removed and the property restored.

Change Order No. **03_REV_00**

Date of Issuance: **October 01, 2024** Effective Date: _____
Owner: **City of Jackson, Missouri** Owner's Ordinance No.: **Ord. No. 22-43**
Contractor: **Robinson industrial, Heavy & Commercial Contracting, Inc.
dba RHIC Contracting**
Engineer: **Horner & Shifrin, Inc.** Engineer's Project No.: **1721200**

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

Description: Change Order No.03 REV_00 serves to aggregate multiple de minimis Work Change Directives issued during the duration of the project into one (1) single Contract Change Order. This Change Order also adjusts the final Construction Contract price based on final installed unit quantities. See Change Order No. 03 REV_00 Table 1, Table 2, and Table 3 for additional details. Finally, this Change Order adds the installation of an above-grade pump cable terminal box to the Scope of Work.

Attachments: CO_03_REV_00 Table 01; CO_03_REV_00 Table 02; CO_03_REV_00 Table 03; Cost Proposal #012

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ <u>2,042,345.00</u>	Original Contract Times: Substantial Completion: <u>Wed. June 7, 2023</u> [n/a] Ready for Final Payment: <u>Fri. July 7, 2023</u> [n/a] DATE [DAYS]
[Increase] Decrease from previously approved Change Orders: \$ <u>(200,394.00) (Decrease)</u>	Increase [Decrease] from previously approved Change Orders: Substantial Completion: <u>+138 Days</u> Ready for Final Payment: <u>+138 Days</u> DAYS
Contract Price prior to this Change Order: \$ <u>1,841,951.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>Mon. Oct. 23, 2023</u> [503] Ready for Final Payment: <u>Wed. Nov. 22, 2023</u> [533] DATE [DAYS]
[Increase] Decrease of this Change Order: - (\$ 34,125.41) (Decrease)	Increase [Decrease] of this Change Order: Substantial Completion: <u>+0 Days</u> Ready for Final Payment: <u>+373 Days</u> DAYS
Contract Price incorporating this Change Order: \$ <u>1,807,825.59</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>Mon. Oct. 23, 2023</u> [503] Ready for Final Payment: <u>Fri. Nov. 29, 2024</u> [906] DATE [DAYS]

RECOMMENDED:

ACCEPTED:

ACCEPTED:

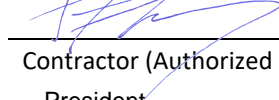
By: _____ Engineer (if required)	By: _____ Owner (Authorized Signature)	By:  Contractor (Authorized Signature)
Title: <u>Project Engineer</u> <u>Horner & Shifrin, Inc.</u>	Title: <u>Public Works Director</u> <u>City of Jackson, Missouri</u>	Title: <u>President</u> <u>RIHC Contracting</u>
Date: _____	Date: _____	Date: <u>10/2/24</u>

Table No. 01 - Summary of Changes for Change Order No. 3 City of Jackson, Missouri H&S Project Number: 1721200 Kimbeld Pump Station Improvements				
TABLE NO. 01				
No.	Description	Reference Exhibit	Change to Contract Price	Justification/Comments
1	WCD #001: RFP #001; RFI #005; RFI #011; RFI #012	WCD 01	(\$4,890.17)	Work Change Directive authorizing Contractor to proceed with Work defined in RFP #001; RFI #005; RFI #011; RFI #012, and Contractor's CP #001; CP #002; CP #006; CP #007
4	RFP 001: Relocate bypass pumping portal connection outside of the Valve Vault.	CP #001 (7/26/2022)	\$605.93	
5	RFP 001: Labor to pour addtl thrust block	CP #001 (7/26/2022)	\$528.64	
6	RFP 001: Deduct material cost for Halliday ladder extension in VV	CP #001 (7/26/2022)	(\$175.00)	
6	RFI 009: Deduct access ladder in WW	CP #002 (07/28/2022)	(\$1,723.00)	
7	RFI 005: Change specification for 16"Ø from AWWA C151 CL56 w/ Protecto 401 lining to AWWA C151 CL53 w/ Permax CTF Lining per Contractor's email dated 08/11/2022.	Email S.Verseman 08/11/2022 CP #006	(\$3,908.00)	
8	RFI 011: Modify piping connections to existing 12"Ø force main, discovered to be 10"Ø in the field per Contractor's email dated 08/02/2022.	Email S.Verseman 08/02/2022 CP #007	(\$218.74)	
9	RFI 012: Relocate structure MH-3 and modify influent connection orientation to structure MH-2.	Email S.Verseman 08/02/2022	\$0.00	
10	SUB-TOTAL WCD #001:		(\$4,890.17)	
11	WCD #002: RFP #002; RFP #003	WCD 02	(\$3,150.00)	Work Change Directive authorizing Contractor to proceed with Work defined in RFP #002; RFP #003 and Contractor's CP #003; CP #004
12	RFP 002: Substitute submersible wastewater pumps for larger capacity pumps.	CP #003 (09/27/2022)	(\$2,200.00)	
13	RFP 003: Modify control panel specification to substitute pump VFDs for RVSS, addition of PLC analog I/O card and ISB, and substitute CompactLogix PLC for MicroLogix PLC	CP #004 (10/07/2022)	(\$950.00)	
14	SUB-TOTAL WCD #002:		(\$3,150.00)	
15	WCD #003: RFI #018	WCD 03	\$1,978.97	Work Change Directive authorizing Contractor to proceed with Work defined in RFI #018 and Contractor's CP #005 Additional cost to reconnect laterail at 1834 Kimbel Lane due to varying site conditions
16	RFI 018: Cut 1834 Kimbel Lane lateral at existing clean-out and reconnect to ex. 15"Ø force main upstream of MH-3	CP #005 (10/21/2022)	\$1,978.97	
17	SUB-TOTAL WCD #003:		\$1,978.97	
18	WCD #004: RFP #005	WCD 04	(\$929.00)	Work Change Directive authorizing Contractor to proceed with Work defined in RFP #005 and Contractor's CP #009
19	RFP 005: Eliminate pump control panel PLC from Scope of Project.	CP #009 (02/14/2023)	(\$929.00)	
20	SUB-TOTAL WCD #004:		(\$929.00)	
21	RFP #004: RFP #004	RFP #004; CP #008	\$857.21	Substitution of discharge piping components to accommodate pump installation in Wet Well. Work per RFP #004 and Contractor's CP #008
22	RFP 004: Pump Station Wet Well - pump discharge riser reducers	CP #008 (02/14/2023)	\$857.21	
23	SUB-TOTAL RFP #004:		\$857.21	
24	RFP #07: RFP#007	RFP #07; CP #011	(\$6,110.00)	Reduction of gravel drive restoration scope at 1525 Kimbeld Drive
25	RFP 07: Reduction of gravel drive restoration scope at 1525 Kimbeld Drive	CP #011 (10/25/2023)	(\$6,110.00)	
26	SUB-TOTAL RFP #07:		(\$6,110.00)	
27	RFI #016:	RFI #016	\$3,035.00	Authorized Contractor to procure sub-contractor for construction testing services
28	RFI 016: Testing			
29	Compaction Testing 8/8-9/6		\$719.00	
30	Compaction Testing 9/7 - 9/9		\$861.00	
31	Compaction Testing 10/17 - 10/19		\$719.00	
32	Concrete Testing 5/22 - 5/31		\$491.00	
33	Concrete Testing 11/14 - [TBD]		\$245.00	
34	SUB-TOTAL RFI #017:		\$3,035.00	
35	RFI #023:	RFI #023	\$0.00	Enlarge conc. generator pad dimensions from 14'x16' to 14'x18'. Contractor performed at no cost.
36	RFI 023: Enlarge conc. generator pad dimensions from 14'x16' to 14'x18'.		\$0.00	
37	SUB-TOTAL RFI #023:		\$0.00	
38	RFI #024:	RFI #024	\$0.00	Deduct one (1) bollard from bypass pump portal. No cost adjustment for change.
39	RFI 024: Deduct one (1) bollard from bypass pump portal		\$0.00	
40	SUB-TOTAL RFI #024:		\$0.00	
41	RFP #11:	RFP #11	\$8,748.67	Relocate pump cable terminal box(es) from below-grade to above-grade in NEMA weatherproof enclosure mounted on unistrut
42	RFP 11: Relocate terminal boxes above grade			
	KT Power deduct to construct per Plans		(\$1,768.00)	
	KT Power - relocation to above-grade		\$7,290.74	
43	RHIC - supervision & misc.		\$3,225.93	
44	SUB-TOTAL RFP #11:		\$8,748.67	
41	SUB-TOTAL CONTRACT DOCUMENT CHANGES		(\$459.32)	
43	FINAL UNIT QUANTITIES	Increase (Decrease) in Contract Price	TOTAL	
44	TOTAL	DECREASE	(33,666.09)	
46	SUB-TOTAL FOR ALL CHANGES		(\$34,125.41)	DECREASE

Table No. 02 - Description of Changes
for Change Order No. 3
CITY OF JACKSON, MO
KIMBELAND PUMP STATION IMPROVEMENT PROJECT
CHANGE ORDER NO. 3 - ADJUSTMENT OF BID QUANTITIES & UNIT PRICES

Item No.	Description					Attached Reference Exhibit	Pay Item No. Affected	Quantity Change	Unit	Unit Price Change	Increase (Decrease) in Contract Price	Increase (Decrease) in Contract Time	Explanation/Comments
1	Decrease	Quantities	for Pay Item No.	1	Excavation - Class "A" - Rock	NA	1	(0.65)	CY	n/a	(\$222.30)	0 days	[1]
2	Decrease	Quantities	for Pay Item No.	2	Excavation - Class "C" - Soil	NA	2	(2.87)	CY	n/a	(\$206.64)	0 days	[1]
3	Increase	Quantities	for Pay Item No.	3	Granular Backfill	NA	3	7.56	CY	n/a	\$672.84	0 days	[1]
4	Decrease	Quantities	Unit Price for Pay Item No.	4	Force Main - 10 inch, DIP	NA	4	(15.00)	LF	\$62.35	(\$15,899.25)	0 days	[1]
5	Decrease	Quantities	Unit Price for Pay Item No.	5	Force Main - 12 inch, PVC	NA	5	(6.00)	LF	\$101.57	(\$8,058.00)	0 days	[1]
5.a	Increase	Quantities	for Pay Item No.	5.a	Pipe Sewer - 8 inch PVC	NA	5.a	1.10	LF	n/a	\$220.00	0 days	[1]
6	Increase	Quantities	for Pay Item No.	6	Pipe Sewer - 15 inch, PVC	NA	6	0.40	LF	n/a	\$86.00	0 days	[1]
8	Increase	Quantities	for Pay Item No.	8	Manhole - Standard Construction	NA	8	3.72	VLF	n/a	\$6,249.60	0 days	[1]
10	Decrease	Quantities	Unit Price for Pay Item No.	10	Concrete Encasement - Class A	NA	10	(38.90)	CY	\$227.13	(\$15,573.62)	0 days	[1]
14	Increase	Quantities	for Pay Item No.	14	Rock Blanket - Heavy	NA	14	35.18	SY	n/a	\$3,201.38	0 days	[1]
15	Increase	Quantities	for Pay Item No.	15	Electrical Conduits (2-4" dia. PVC) Buried (incl. Excavation)	NA	15	1.13	LF	n/a	\$146.90	0 days	[1]
17	Decrease	Unit Price	for Pay Item No.	17	30"x60" Pull Box	NA	17	n/a	EA	(\$4,283.00)	(\$4,283.00)	0 days	[1]
	TOTAL INCREASE (DECREASE)										(\$33,666.09)	0 days	
[1] Final installed quantities as measured by Contractor and accepted by Engineer.													

^[1] Final installed quantities as measured by Contractor and accepted by Engineer.

**Table 03 - Fee Summary
of Change Order No. 3
CITY OF JACKSON, MO
KIMBELAND PUMP STATION IMPROVEMENT PROJECT
CHANGE ORDER NO. 3 - ADJUSTMENT OF BID QUANTITIES & UNIT PRICES**

Pay Item No.	Description	Original Contract				Total Adjusted Contract Per Previous C.O.'s			Increase (Decrease) in Contract This C. O.			Total Adjusted Contract This C. O.		
		Quantity	Units	Unit Price	Extended Price	Quantity	Unit Price	Extended Price	Quantity	Unit Price	Extended Price	Quantity	Unit Price	Extended Price
1	Excavation - Class "A"	102	CY	\$345.00	\$35,190.00	55	\$342.00	\$18,810.00	(0.65)	n/a	(\$222.30)	54.35	\$342.00	\$18,587.70
2	Excavation - Class "C"	259	CY	\$73.00	\$18,907.00	203	\$72.00	\$14,616.00	(2.87)	n/a	(\$206.64)	200.13	\$72.00	\$14,409.36
3	Granular Backfill	84	Cy	\$90.00	\$7,560.00	15	\$89.00	\$1,335.00	7.56	n/a	\$672.84	22.56	\$89.00	\$2,007.84
4	Force Main - 10 inch, DIP	60	LF	\$1,359.00	\$81,540.00	60	\$1,247.00	\$74,820.00	(15.00)	\$62.35	(\$15,899.25)	45.00	\$1,309.35	\$58,920.75
5	Force Main - 12 inch, PVC	22	LF	\$461.00	\$10,142.00	20	\$1,580.00	\$31,600.00	(6.00)	\$101.57	(\$8,058.00)	14.00	\$1,681.57	\$23,542.00
5.a	Pipe Sewer - 8 Inch, PVC	0	LF	\$0.00	\$0.00	28	\$200.00	\$5,600.00	1.10	n/a	\$220.00	29.10	\$200.00	\$5,820.00
5.b	12" MJ Gate Valve w/VB w/MJ Tee & TB	0	EA	\$0.00	\$0.00	1	\$6,500.00	\$6,500.00	n/a	n/a	n/a	1.00	\$6,500.00	\$6,500.00
⁽¹⁾ Pay Item No.22.a & No.22.b were added to the list of Unit Prices per this Change Order No.1.														
6	Pipe Sewer - 15 inch, PVC	50	LF	\$217.00	\$10,850.00	30	\$215.00	\$6,450.00	0.40	n/a	\$86.00	30.40	\$215.00	\$6,536.00
7	Pipe Sewer - 16 inch, DIP (Class 56)	207	LF	\$492.00	\$101,844.00	144	\$412.00	\$59,328.00	n/a	n/a	n/a	144.00	\$412.00	\$59,328.00
8	Manhole - Standard Construction	32	VLF	\$1,597.00	\$51,104.00	35	\$1,680.00	\$58,800.00	3.72	n/a	\$6,249.60	38.72	\$1,680.00	\$65,049.60
9	Outside Foulwater Drop	2	EA	\$9,416.00	\$18,832.00	2	\$9,308.00	\$18,616.00	n/a	n/a	n/a	2.00	\$9,308.00	\$18,616.00
10	Concrete Encasement - Class A	51	CY	\$477.00	\$24,327.00	51	\$471.00	\$24,021.00	(38.90)	\$227.13	(\$15,573.62)	12.10	\$698.13	\$8,447.39
11	Air Release Manhole	1	EA	\$9,434.00	\$9,434.00	1	\$9,322.00	\$9,322.00	n/a	n/a	n/a	1.00	\$9,322.00	\$9,322.00
12	[Abandon] Special Manhole 7D-017	1	EA	\$75,964.00	\$75,864.00	1	\$9,100.00	\$9,100.00	n/a	n/a	n/a	1.00	\$9,100.00	\$9,100.00
13	Special Storm Manhole "A"	1	EA	\$1,117.00	\$1,117.00	1	\$1,104.00	\$1,104.00	n/a	n/a	n/a	1.00	\$1,104.00	\$1,104.00
14	Rock Blanket - Heavy	307	SY	\$92.00	\$28,244.00	307	\$91.00	\$27,937.00	35.18	n/a	\$3,201.38	342.18	\$91.00	\$31,138.38
15	Electrical Conduits (2-4"dia. PVC) Buried (incl. Excavation)	275	LF	\$132.00	\$36,300.00	275	\$130.00	\$35,750.00	1.13	n/a	\$146.90	276.13	\$130.00	\$35,896.90
16	Sectionalizing Cabinet	2	EA	\$6,128.00	\$12,256.00	2	\$6,049.00	\$12,098.00	n/a	n/a	n/a	2.00	\$6,049.00	\$12,098.00
17	30"x60" Pull Box	1	EA	\$7,580.00	\$7,580.00	1	\$7,483.00	\$7,483.00	n/a	(\$4,283.00)	(\$4,283.00)	1.00	\$3,200.00	\$3,200.00
18	Electrical Transclosure	1	EA	\$21,244.00	\$21,244.00	1	\$20,973.00	\$20,973.00	n/a	n/a	n/a	1.00	\$20,973.00	\$20,973.00
19	Portable Backup Generator	1	EA	\$133,705.00	\$133,705.00	1	\$132,027.00	\$132,027.00	n/a	n/a	n/a	1.00	\$132,027.00	\$132,027.00
20	Abandon Ex. Water Service Line	1	EA	\$1,358.00	\$1,358.00	1	\$1,343.00	\$1,343.00	n/a	n/a	n/a	1.00	\$1,343.00	\$1,343.00
21	12" Tap Valve & Saddle - BRANCH	1	EA	\$15,624.00	\$15,624.00	0	\$0.00	\$0.00	n/a	n/a	n/a	0.00	\$0.00	\$0.00
22	12" Tap Valve & Saddle - LINE	1	EA	\$15,624.00	\$15,624.00	1	\$15,431.00	\$15,431.00	n/a	n/a	n/a	1.00	\$15,431.00	\$15,431.00
23	Mobilization	1	LS	\$260,773.00	\$260,773.00	1	\$257,907.00	\$257,907.00	n/a	n/a	n/a	1.00	\$257,907.00	\$257,907.00
24	Protection & Restoration of Site	1	LS	\$31,650.00	\$31,650.00	1	\$31,271.00	\$31,271.00	n/a	n/a	n/a	1.00	\$31,271.00	\$31,271.00
25	Bypass Pumping	1	LS	\$44,363.00	\$44,363.00	1	\$43,855.00	\$43,855.00	n/a	n/a	n/a	1.00	\$43,855.00	\$43,855.00
26	Abandon Ex. Kimbeland Pump Station	1	LS	\$22,808.00	\$22,808.00	1	\$22,553.00	\$22,553.00	n/a	n/a	n/a	1.00	\$22,553.00	\$22,553.00
27	New Kimbeland Pump Station	1	LS	\$964,105.00	\$964,105.00	0	\$0.00	\$893,301.00	n/a	n/a	n/a	0.00	\$0.00	\$893,301.00
TOTAL BASE BID (Sum Items 1-27) =				\$2,042,345.00		\$1,841,951.00		(\$33,666.09)		\$1,808,284.92				
28	Detention Storage Bank "A" (Alternate "A")	1	LS	\$369,241.00	\$369,241.00	1	\$369,241.00	\$369,241.00	(1)	(\$369,241.00)	(\$369,241.00)	0	\$0.00	\$0.00
ALTERNATE "A" SUBTOTAL (Item 28) =				\$369,241.00		\$369,241.00		(\$369,241.00)		\$0.00				
BID TOTAL SUMMARY				\$2,042,345.00		\$1,841,951.00		(\$33,666.09)		\$1,808,284.92				
TOTAL BASE BID (Sum Items 1-27) =				\$2,042,345.00		\$1,841,951.00		(\$33,666.09)		\$1,808,284.92				
ALTERNATE "A" SUBTOTAL (Item 28) =				\$369,241.00		\$369,241.00		(\$369,241.00)		\$0.00				

RIHC Contracting Inc.

2411 Walters Lane
 Perryville, MO 63775
 Ph : (573)547-8397

Change Order Request

To: Spencer Fitzgerald
 Horner & Shifrin, Inc
 401 S 18th Street
 Suite 400
 St. Louis, MO 63103-2296
 Ph: (314)531-4321 Fax: (314)531-6966

Number: 012
Date: 6/4/24
Job: 52-582 City of Jackson, MO-Kimbeland
Phone:
Response Due:
Urgency: Normal

Description: Pump Station Terminal Box Relocation - RFP 11 Item #1 (RFP 8 REV 01)

Scope of Work:

As discussed previously, this request is to provide a price to relocate the junction/terminal boxes(2 ct) from the below-grade handhole to an above-grade rack near the Wet Well per the RFP_08 FIG-01. This request also includes a deduct for the cost to correct the existng drainage issues at the underground quazite box.

Deduct the cost for the installation for the drainage system as per details provided by Horner & Shifrin in January 2024 emails, for the existing in-ground quazite box, that houses the two explosion proof boxes.

Total Credit: -\$1,768.00 Credit

Option 2 - Re-locate the two explosion proof boxes from the current in-ground quazite box to an above-ground NEMA 3R 48x 48 enclosure on a GRC conduit and strut rack. This new NEMA 4X enclosure would house both explosion proof boxes with the terminal strips. The terminal strips will be replaced. The new enclosure would be mounted just above the current inground box so that the cables for the pumps can be re-used. Explosion proof seal offs will be mounted below the NEMA 3R enclosure in the conduit runs before they go underground. The PVC coated conduits will be re-worked. Then new wire will need to be pulled from the control panel to the new NEMA 4X enclosure for power and control. There is some pre-work to complete prior to shutting the power down, but the relocation work will require the pumps to be down for an approximate 8-hour timeframe.

Total Add : \$10,516.67

Option 1 and 2 Combined: \$8,748.67

We understand this 8 hours of down time is not an acceptable timeframe for the Owner, so we will need to discuss options on how to handle flows while this system is shutdown. No costs have been included for a bypass pump to control the flows during the 8-hour downtime. We might suggest to use the City's bypass pump, which was already in place last week for emergency puposes during recent storms, but the current location would be in the way of the new underground conduit installation.

The total amount to provide this work is \$8,748.67

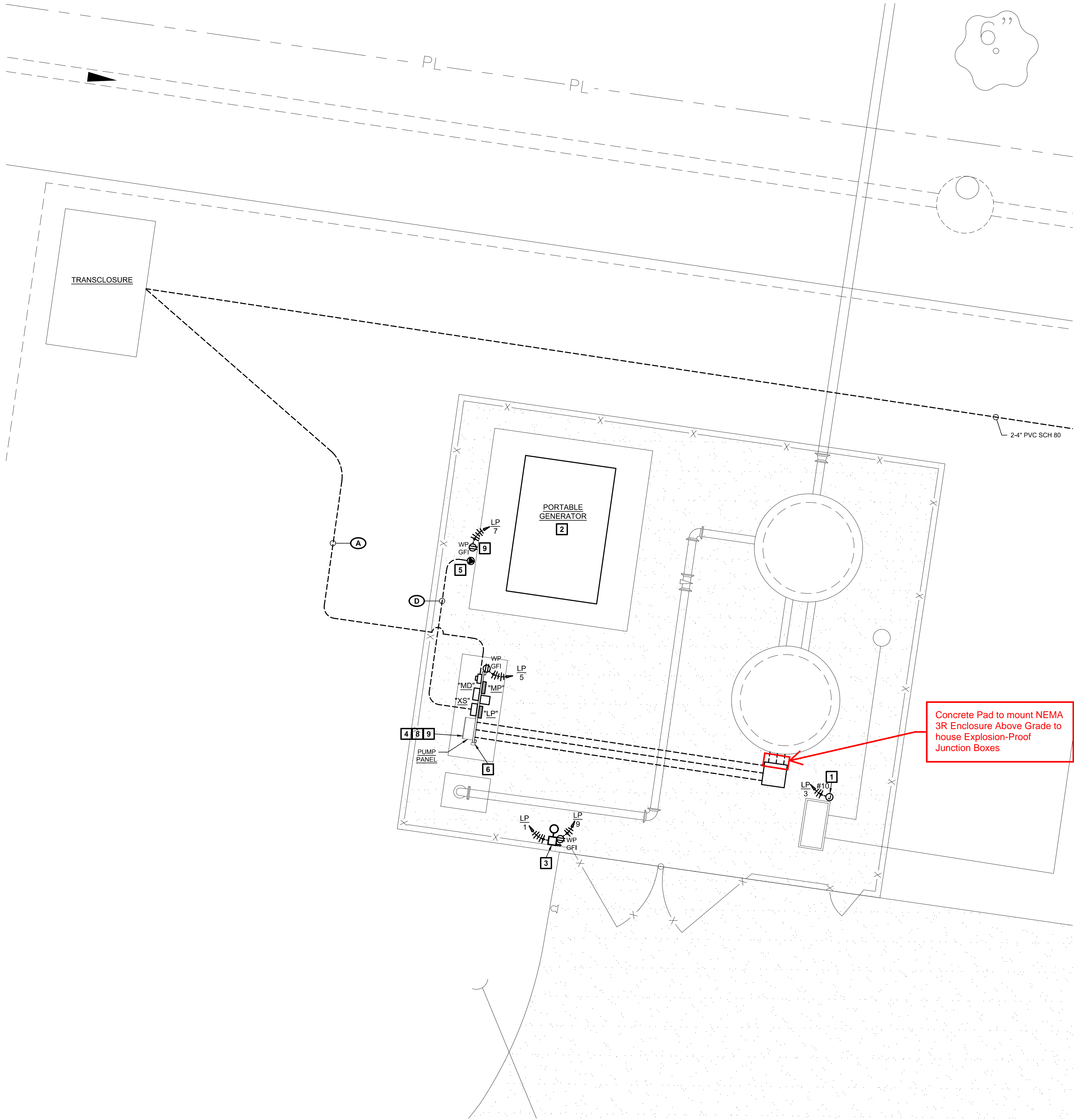
If you have any questions, please contact me at .

Submitted by: _____

Susan Verseman
 Robinson Mechanical Contr Inc

Approved by: _____

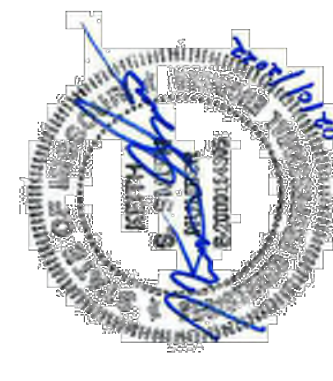
Date: _____



KEYED NOTES (THIS SHEET ONLY):

- 1 CONNECT TO HEATED ENCLOSURE.
- 2 PORTABLE GENERATOR PROVIDED UNDER THIS CONTRACT. SEE ONE-LINE AND SPECIFICATIONS.
- 3 COOPER GALLEC ~~NI~~ GLEON-~~AE~~ 3-LED-E1-SL4-BK-P-MSDIML20 LIGHT FIXTURE ON A 16" SQUARE STEEL POLE. PROVIDE FSIR-100 PROGRAMMING TOOL TO SET DIMMING RANGE. PROVIDE RECEPTACLE ON POLE AT 24" ABOVE GRADE. PROVIDE "ON/OFF" HAND SWITCH MOUNTED TO FRONT OF ELECTRICAL RACK.
- 4 CONNECT POWER AND PHONE TO LIFT STATION PUMP CONTROL PANEL.
- 5 PORTABLE GENERATOR RECEPTACLE. PROVIDE UNISTRUT MOUNT.
- 6 NEW TELEPHONE DEMARC BOX.
- 7 PROVIDE 24" X 24" X 24" HAND HOLE, QUAZITE PG2424BA24 WITH A PG2424HA00 LID. PROVIDE CLASS I, DIV I RATED JUNCTION BOXES WITH TERMINAL STRIPS FOR PUMP CABLES. PROVIDE 2" PVC-COATED RGC TO WET WELL. PROVIDE CLASS I, DIV I RATED JUNCTION BOX WITH TERMINAL STRIP FOR WET WELL LEVEL CONTROL AND VALVE VAULT PRESSURE SWITCHES. PROVIDE 1" PVC-COATED RGC TO WET WELL. PROVIDE 4-#14 IN 3/4" PVC-COATED RGC CONDUIT TO PRESSURE SWITCHES IN VALVE VAULT AND CONNECT SWITCHES. PROVIDE 1" RGC TO WET WELL. PROVIDE HORIZONTAL CONDUIT SEALS. PROVIDE CABLE STRAIN RELIEF IN WET WELL AS REQUIRED.
- 8 INSTALL PUMP CONTROL PANEL. PROVIDE EQUIPMENT PAD OR STRUT MOUNT AS REQUIRED.
- 9 PROVIDE WEATHER PROOF RECEPTACLE MOUNTED ON GENERATOR RECEPTACLE UNISTRUT.

THIS DOCUMENT IS THE PROPERTY OF THE CITY OF JACKSON, MISSOURI. IT IS TO BE USED FOR THE PROJECT AND NOT BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF THE CITY OF JACKSON, MISSOURI. IT IS TO BE DESTROYED WHEN NO LONGER NEEDED FOR THE PROJECT.



Name: Keith S. Smith
License No. PE-200054905
Expiration Date: 12/31/2022

HORNER SHIFRIN
401 S. 18TH ST. STE. 400 SAINT LOUIS, MO 63103-2298
314-531-4321 • FAX 314-531-6996 • WWW.HORNERSHIFRIN.COM
DISCIPLINE PROFESSIONAL ENGINEERING
CERTIFICATE OF AUTHORITY 000189
EXPIRATION DATE: DECEMBER 31, 2022

STRICKLAND ENGINEERING

CITY OF JACKSON
CAPE GIRARDEAU COUNTY, MISSOURI
KIMBELAND PUMP STATION
IMPROVEMENTS



DATE: 11/01/2021

DESIGNED: KSS
DRAWN: AJP
CHECKED: KSS

HS JOB NO. 1721200

SHEET 25 OF 27

E4

5' 0' 5' 10'
SCALE: 1" = 5'

NEW WORK SITE PLAN - ELECTRICAL



PUBLIC WORKS MEMORANDUM

City of Jackson

TO: Mayor and Board of Aldermen

FROM: Janet Sanders, Director of Public Works

DATE: October 2, 2024

RE: Cara's First Subdivision – Affidavit of Scrivener's Error

The attached Affidavit corrects a typographical error in the survey description of Cara's First Subdivision. The plat of that subdivision was approved by the Board of Aldermen April 4, 2022. Cape Girardeau County Mapping & Appraisal caught the error and the owner worked with the surveyor to get this affidavit recorded with the Cape Girardeau County Recorder of Deeds as a correction to the previously recorded plat.

The City needs to formally accept this affidavit as a correction to our own record of the subdivision plat.

IF you have questions, please feel free to contact me at jsanders@jacksonmo.org or 573-243-2300 x 2031.

BILL NO. 24-__

ORDINANCE NO. 24-__

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK OF THE CITY OF JACKSON, MISSOURI, TO ATTEST TO THE CITY'S ACCEPTANCE OF AN AFFIDAVIT OF SCRIVENER'S ERROR TO CORRECT A LEGAL DESCRIPTION ON A RECORD PLAT AS STATED IN THE ATTACHED AFFIDAVIT OF SCRIVENER'S ERROR.

WHEREAS, Anthony R. Koeller and Jonathan N. Randol platted Cara's First Subdivision, a Resubdivision of Lots 1, 2, and 3 of Oliver Morton's Fourth Subdivision and Part of Block "A" of Oliver Morton's Fifth Subdivision, as located within the corporate limits of the City of Jackson, Missouri; and,

WHEREAS, the Mayor and Board of Aldermen of the City of Jackson, Missouri, did accept the Record Plat of Cara's First Subdivision, a Resubdivision of Lots 1, 2 and 3 of Oliver Morton's Fourth Subdivision and Part of Block "A" of Oliver Morton's Fifth Subdivision including all easements, right-of-way streets and improvements indicated thereon and subject to the terms and conditions expressed therein;

WHEREAS, it was subsequently discovered that the Record Plat contained errors in the legal description based on a survey by Sander Land Surveying; and

WHEREAS, on August 28, 2024 in Document No. 2024-06657 an Affidavit of Scrivener's Error correcting the legal description for the Record Plat was recorded. A copy of the Affidavit of Scrivener's Error is attached.

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

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, do hereby accept the Affidavit of Scrivener's Error correcting the legal description which is attached hereto.

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 Affidavit of Scrivener’s Error.

Section 3. That this ordinance shall take effect and be in force from and after its passage and approval.

FIRST READING: October 7, 2024.

SECOND READING: October 7, 2024.

PASSED AND APPROVED this 7th day of October, 2024, by a vote of _____ ayes, _____ nays, _____ abstentions and _____ absent.

(SEAL)

CITY OF JACKSON, MISSOURI

BY:_____

Mayor

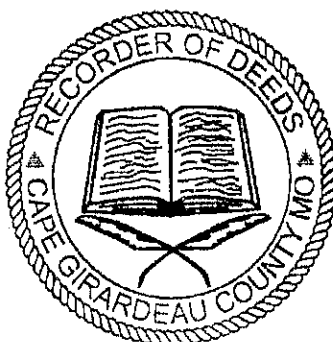
ATTEST:

City Clerk



DocId:8382798

Tx:4228112



DOCUMENT #
2024-06657

ANDREW DAVID BLATTNER
RECORDER OF DEEDS
CAPE GIRARDEAU COUNTY, MO
RECORDED ON
08/28/2024 09:53:05 AM
REC FEE: 27.00
PAGES: 2

AFFIDAVIT OF SCRIVENER'S ERROR

State of Missouri
County of Cape Girardeau

I, Timothy J Sander, on August 28, 2024 being duly sworn upon my oath and a Professional Land Surveyor, MO-PLS 2003013179, owner of Sander Land Surveying, 555 County Highway 250, Benton, Missouri, 63736 being knowledgeable of the below facts, state and aver as follows:

GRANTOR/GRANTEE
*

1. That I did survey and prepare, or have prepared, the Record Plat of Cara's First Subdivision in the City of Jackson, County of Cape Girardeau, Missouri recorded as Document Number 2022-08540 (Reference Document) and did sign and seal said Plat and that the Subdivision Dedication description set out on said plat did contain errors in the location being identified incorrectly as lying in "Range 12 East".
2. That the attached Exhibit "A" is the corrected and correct Subdivision Dedication for said subdivision.
3. Further affiant sayeth naught.

Timothy J. Sander
Timothy J. Sander

On this 28th day of August, 2024, before me, a Notary Public for said State and County, appeared Timothy J. Sander, Sander Land Surveying, LLC to me known to be the person described herein, who did execute the foregoing instrument, and who acknowledged that they executed the same as the free act and deed their will.

IN WITNESS WHEREOF, I hereunto set my hand and affix my official seal this 28th day of August A.D., 2024.

My commission expires July 24, 2028.

Sandra L. Mangels
Notary Public

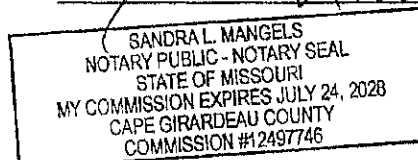


EXHIBIT "A"

SUBDIVISION DEDICATION

I, THE UNDERSIGNED, ANTHONY R. KOELLER, COUNTRY LIFE INVESTMENTS, LLC, AND JONATHAN N RANDOL, COUNTRY LIFE INVESTMENTS, LLC, OWNERS IN FEE OF PART OF LOTS 1, 2 AND 3 OF OLIVER MORTON'S FOURTH SUBDIVISION AS RECORDED IN PLAT BOOK 4, PAGE 20 AND PART OF BLOCK "A" OF OLIVER MORTON'S FIFTH SUBDIVISION AS RECORDED IN PLAT BOOK 4 AT PAGE 35 OF THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI, AND PART OF SURVEY 797, TOWNSHIP 31 NORTH, RANGE 13 EAST, ALL IN THE CITY OF JACKSON, COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, CONTAINING 0.419 ACRE, MORE OR LESS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE at the Southwest Corner of Lot 01 of said Oliver Morton's Fourth Subdivision (Found 1/2" Iron Rod), thence, along the South Line of said Lot 01, S 82°35'00" E, 120.00 feet to the POINT OF BEGINNING: thence N 07°07'15" E, 152.00 feet; thence S 82°35'00" E, 120.00 feet; thence S 07°07'15" W, 152.00 feet to the North Right of Way Line of Morton Street; thence N 82°35'00" W, 120.00 feet to the POINT OF BEGINNING, being subject to any easements of record, do hereby divide said tracts into two lots as shown hereon and do hereby name said subdivision "CARA'S FIRST SUBDIVISION".

BILL NO. 24-__

ORDINANCE NO. 24-__

AN ORDINANCE AMENDING THE "ONE-WAY STREET SCHEDULE, SCHEDULE I," PASSED AND APPROVED THE 18TH DAY OF NOVEMBER, 1985, BY ADDING THERETO A ONE-WAY STREET DESIGNATION.

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

Section 1. That the "One-Way Street Schedule, Schedule I," is hereby amended by adding the following one-way street designations:

TOBOGGAN HILL: Between Cascade Drive and Stoneyledge Drive - eastbound only.

CASCADE DRIVE: Between Toboggan Hill and Stoneyledge Drive - westbound only.

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 "One-Way Street Designation Schedule, Schedule I," of the City of Jackson, Missouri, and the City Clerk is directed to amend said schedule in accordance herewith.

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

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

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

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

FIRST READING: October 7, 2024.

SECOND READING: October 7, 2024.

PASSED AND APPROVED this 7th day of October, 2024, by a vote of _____ ayes, _____ nays, _____ abstentions, and _____ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk

BILL NO. 24-____

ORDINANCE NO. 24-____

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

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

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

PARKVIEW STREET: On Parkview Street at the entrance to the Jackson Municipal Swimming Pool, northbound traffic to stop and the eastbound traffic onto Parkview Street from the Jackson Municipal Swimming Pool parking lot to stop.

PARKVIEW STREET: On Parkview Street at the northern access road to the City of Jackson Municipal Swimming Pool parking lot, both northbound and southbound traffic from Parkview Street to stop.

ACCESS ROAD: On the southern access road to the City of Jackson Municipal Swimming Pool parking lot at its intersection with Parkview Street, eastbound traffic from the City of Jackson Municipal Swimming Pool parking lot to stop at Parkview Street.

CASCADE DRIVE: On Cascade Drive at its intersection with North High Street (Highway 61), traffic on Cascade Drive to stop.

TOBOGGAN HILL: On Toboggan Hill at its intersection with Cascade Drive, traffic on Toboggan Hill 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 thereto the following stop street designations:

PARKVIEW STREET: On Parkview Street at the entrance to the Jackson Municipal Swimming Pool, northbound and southbound traffic on Parkview Street to stop.

ACCESS ROAD: On the access road to the City of Jackson Municipal Swimming Pool parking lot at its intersection with Parkview Street, eastbound traffic from the City of Jackson Municipal Swimming Pool parking lot to stop at Parkview Street.

TOBOGGAN HILL: On Toboggan Hill at its intersection with Stoneyledge Drive, traffic on Toboggan Hill 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 and placed 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: October 7, 2024.

SECOND READING: October 7, 2024.

PASSED AND APPROVED this 7th day of October, 2024, by a vote of _____ ayes, _____ nays, _____ abstentions, and _____ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk