



**CITY OF JACKSON**  
**MAYOR & BOARD OF ALDERMEN REGULAR MEETING**  
**Monday, October 21, 2024 at 6:00 PM**  
**Board Chambers, City Hall, 101 Court St.**

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**AGENDA**

**CALL TO ORDER**

**INTRODUCTION OF GUESTS/VISITORS**

**ADOPTION OF AGENDA**

1. Motion adopting the Regular Meeting Agenda.

**PUBLIC HEARINGS**

2. Hearing to consider a text amendment to Chapter 65 (Zoning) of the Code of Ordinances, relative to applications for voluntary annexation with zoning.

**APPROVAL OF MINUTES**

3. Motion approving the Minutes of the Regular Meeting of October 7, 2024.

**FINANCIAL AFFAIRS**

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

**ACTION ITEMS**

**Power, Light, and Water Committee**

7. Motion approving Task Order Authorization No. 24-10, in the amount of \$52,200.00, to Strickland Engineering, of Jackson, Missouri, relative to providing construction phase engineering services under the East Jackson Boulevard Roadway Lighting Project.
8. Motion approving an increase in expenditure, in the amount of \$30,600.00, under Amendment 8 to Task Order Authorization No. 19-04, to Horner & Shifrin, Inc., of St. Louis, Missouri, relative to providing additional engineering services under the Water System Facility Plan Implementation Project, Phase 2.
9. Bill proposing an Ordinance approving a Memorandum of Understanding with Midwest Sterilization Corporation, of Jackson, Missouri, relative to primary electric service rates for its facility located at 1204 Lenco Avenue.

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

- [10.](#) Motion approving Change Order No. 1, in the amount of \$46,975.24, to Apex Paving Company dba ASA Asphalt, of Cape Girardeau, Missouri, relative to the 2024 Asphalt Pavement Improvement Program.
- [11.](#) Motion rescinding Amended Resolution No. 2024-05, passed on September 23, 2024, and reverting to the original location for the sign at the Old City Cemetery, as passed on April 15, 2024, by Resolution No. 2024-04.
- [12.](#) Motion rejecting the bid received on October 8, 2024, relative to the Street Hockey Rink Concrete Pad Project, for the reason that it exceeded the City's budgeted estimate.
- [13.](#) Motion accepting the bid of Rainbow Fireworks, Inc., of Inman, Kansas, in the amount of \$14,500.00, relative to the Independence Day Fireworks Display Program.
- [14.](#) Bill proposing an Ordinance authorizing a contractual agreement with Rainbow Fireworks, Inc., relative to the Independence Day Fireworks Display Program.
- [15.](#) Motion accepting the bid of Byrne & Jones Construction, of St. Louis, Missouri, in the amount of \$36,957.00, relative to the Lower Tennis Court Repair and Resurfacing Project.
- [16.](#) Bill proposing an Ordinance authorizing a contractual agreement with Byrne & Jones Construction, relative to the Lower Tennis Court Repair and Resurfacing Project.
- [17.](#) Motion accepting the bid of Heartland Coca-Cola Bottling Company, LLC, of Jackson, Missouri, for 20% of the total quarterly profits, relative to the Soccer Park Vending Services Program.
- [18.](#) Bill proposing an Ordinance authorizing a contractual agreement with Heartland Coca-Cola Bottling Company, LLC, relative to the Soccer Park Vending Services Program.
- [19.](#) Bill proposing an Ordinance approving an Independent Contractor Agreement for temporary sports officials, and authorizing the city staff to execute separate agreements as necessary.
- [20.](#) Bill proposing an Ordinance approving an Addendum to a Memorandum of Understanding with the Uptown Jackson Revitalization Organization, relative to wayfinding directional signs.
- [21.](#) Bill proposing an Ordinance approving text amendments to Chapter 65 (Zoning) of the Code of Ordinances, relative to applications for voluntary annexation with zoning.
- [22.](#) Bill proposing an Ordinance approving text amendments to Chapter 58 (Annexation), relative to applications for voluntary annexation with zoning.

## **NON-AGENDA CITIZEN INPUT**

### **INFORMATION ITEMS**

23. Report by Mayor
24. Reports by Board Members
25. Report by City Attorney

26. Report by City Administrator

27. Discussion of future agenda items

**EXECUTIVE SESSION**

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

**ADJOURN**

Posted on 10/18/2024 at 4:00 PM.



**CITY OF JACKSON**  
**MAYOR & BOARD OF ALDERMEN REGULAR MEETING**  
**Monday, October 7, 2024 at 6:00 PM**  
**Board Chambers, City Hall, 101 Court St.**

**MINUTES**

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

The meeting is opened by Mayor Dwain L. Hahs with the Pledge of Allegiance, the reading of former IT Director Joan Evan's obituary, and a Moment of Silent Prayer.

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

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

Motion to Adopt the Agenda                       )

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

Motion to Approve the Minutes of the           )  
 September 23, 2024, Regular Board           )  
 Meeting   )

Motion made by Alderwoman Liley, seconded by Alderman Hitt, to approve the minutes of the preceding Regular Board Meeting of Monday, September 23, 2024. Ayes-7; Nays-0; Absent-1.

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-7; Nays-0; Absent-1.

Motion to Approve Statement of Work           )  
 Q-83255-1, to CivicPlus, LLC, of                       )  
 Manhattan, Kansas, relative to providing       )  
 Services in 2025 under the Website                )  
 Hosting Services Project                               )

Motion made by Alderman Reiminger, seconded by Alderman Seabaugh, to approve 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. Ayes-7; Nays-0; Absent-1.

Ordinance No. 24-83 Re: To Call for a           )  
 General Municipal Election on Tuesday,        )  
 April 8, 2025, to fill the Offices of the           )  
 Mayor and Board of Aldermen                       )

The matter of calling for a General Municipal Election on Tuesday, April 8, 2025, to fill the Offices of the Mayor and Board of Aldermen, came on for consideration. Alderman Reiminger introduced Bill No. 24-83, being for an ordinance entitled as follows:

**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;**





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**MINUTES**

**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.**

On a motion made by Alderman Reiminger, seconded by Alderman Stroder, Bill No. 24-83 was placed on its first reading and was read by title, considered and discussed and was duly passed. On a motion by Alderman Reiminger, seconded by Alderman Stroder, Bill No. 24-83 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed, and the Bill was then duly numbered Ordinance No. 24-83 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Fraley-aye; Alderman Seabaugh-aye; Alderwoman Young-aye; Alderman Hitt-aye; Alderwoman Williams-absent; Alderman Reiminger-aye; Alderwoman Liley-aye; and Alderman Stroder-aye.

**BILL NO. 24-83**

**ORDINANCE NO. 24-83**

**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



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## MINUTES

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.



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**Monday, October 7, 2024 at 6:00 PM**  
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**MINUTES**

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

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

By: Dwain L. Hahs (signed)  
 Mayor

Angela Birk (signed)  
 City Clerk

Ordinance No. 24-84 Re: To Authorize )  
 The Mayor to sign a Depository )  
 Agreement with Southern Bank )

The matter of authorizing the Mayor to sign a Depository Agreement with Southern Bank, came on for consideration. Alderman Reiminger introduced Bill No. 24-84, being for an ordinance entitled as follows:

**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.**

On a motion made by Alderman Reiminger, seconded by Alderman Seabaugh, Bill No. 24-84 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. 24-84 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed, and the Bill was then duly numbered Ordinance No. 24-84 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Reiminger-aye; Alderman Stroder-aye; Alderwoman Liley-aye; Alderwoman Young-aye; Alderman Hitt-aye; Alderwoman Williams-absent; Alderman Seabaugh-aye; and Alderman Fraley-aye.

**BILL NO. 24-84**

**ORDINANCE NO. 24-84**

**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:



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**MINUTES**

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 7 ayes, 0 nays, 0 abstentions and 1 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

Angela Birk (signed)  
 City Clerk

By: Dwain L. Hahs (signed)  
 Mayor

Ordinance No. 24-85 Re: To Authorize 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 )



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**MINUTES**

The matter of 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, came on for consideration. Alderman Reiminger introduced Bill No. 24-85, being for an ordinance entitled as follows:

**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.**

On a motion made by Alderman Reiminger, seconded by Alderman Stroder, Bill No. 24-85 was placed on its first reading and was read by title, considered and discussed and was duly passed. On a motion by Alderman Reiminger, seconded by Alderman Stroder, Bill No. 24-85 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed and the Bill was then duly numbered Ordinance No. 24-85 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Seabaugh-aye; Alderman Hitt-aye; Alderman Reiminger-aye; Alderman Fraley-aye; Alderman Stroder-aye; Alderwoman Young-aye; Alderwoman Williams-absent; and Alderwoman Liley-aye.

**BILL NO. 24-85**

**ORDINANCE NO. 24-85**

**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



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**MINUTES**

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 7 ayes, 0 nays, 0 abstentions and 1 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: Dwain Hahs (signed)  
Mayor

Angela Birk (signed)  
City Clerk

Motion to Approve payment 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 )

Motion made by Alderwoman Liley, seconded by Alderman Fraley, to approve 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. Ayes-7; Nays-0; Absent-1.

Motion to Approve Task Order )  
 Authorization No. 24-09, to Bacon )



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

Farmer Workman Engineering & Testing)  
 Inc., of Cape Girardeau, Missouri, )  
 Relative to providing engineering )  
 Services for the City Pool Splash Pad )  
 Project )

Motion made by Alderwoman Liley, seconded by Alderman Hitt, to approve 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. Ayes-7; Nays-0; Absent-1.

Motion to Approve Change Order No. 3 )  
 To Robinson Industrial, Heavy & )  
 Commercial, Inc. dba RIHC Contracting, )  
 Of Perryville, Missouri, relative to the )  
 Kimbeland Pump Station Improvements )  
 Project )

Motion made by Alderwoman Liley, seconded by Alderwoman Young, to approve 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. Ayes-7; Nays-0; Absent-1.

Ordinance No. 24-86 Re: To Accept the )  
 Surveyor's Affidavit of Scrivener's Error )  
 In Bill No. 22-34, relative to the Minor )  
 Plat of Cara's First Subdivision )

The matter of accepting a 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, came on for consideration. Alderwoman Liley introduced Bill No. 24-86, being for an ordinance entitled as follows:

**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.**

On a motion made by Alderwoman Liley, seconded by Alderman Fraley, Bill No. 24-86 was placed on its first reading and was read by title, considered and discussed and was duly passed. On a motion by Alderwoman Liley, seconded by Alderman Fraley, Bill No. 24-86 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed and the Bill was then duly numbered Ordinance No. 24-86 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Stroder-aye; Alderwoman Liley-aye; Alderman Hitt-aye; Alderman Reiminger-aye; Alderman Fraley-aye; Alderman Seabaugh-aye; Alderwoman Williams-absent; and Alderwoman Young-aye.

**BILL NO. 24-86**

**ORDINANCE NO. 24-86**

**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**





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**MINUTES**

**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.





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**MINUTES**

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

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST: BY: Dwain Hahs (signed)  
 Mayor

Angela Birk (signed)  
 City Clerk

Ordinance No. 24-87 Re: To Amend the )  
 "One Way Street Schedule" - Schedule )  
 I, by adding designations on Cascade )  
 Drive and Toboggan Hill )

The matter of amending the "One Way Street Schedule" – Schedule I, by adding designations on Cascade Drive and Toboggan Hill, came on for consideration. Alderwoman Liley introduced Bill No. 24-87, being for an ordinance entitled as follows:

**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.**

On a motion made by Alderwoman Liley, seconded by Alderman Hitt, Bill No. 24-87 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 Hitt, Bill No. 24-87 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. 24-87 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderwoman Young-aye; Alderman Fraley-aye; Alderwoman Liley-aye; Alderman Hitt-aye; Alderman Reiminger-aye; Alderman Seabaugh-aye; Alderman Stroder-aye; and Alderwoman Williams-absent.

**BILL NO. 24-87**

**ORDINANCE NO. 24-87**

**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.



**CITY OF JACKSON**  
**MAYOR & BOARD OF ALDERMEN REGULAR MEETING**  
**Monday, October 7, 2024 at 6:00 PM**  
**Board Chambers, City Hall, 101 Court St.**

**MINUTES**

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 7 ayes, 0 nays, 0 abstentions and 1 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: Dwain Hahs (signed)  
 Mayor

Angela Birk (signed)  
 City Clerk

Ordinance No. 24-88 Re: To Amend 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 )

The matter of amending the “Stop Street Designation Schedule” – Schedule VI, by repealing and adding designations on Cascade Drive, Parkview Street, Toboggan Hill, and the Swimming



**CITY OF JACKSON**  
**MAYOR & BOARD OF ALDERMEN REGULAR MEETING**  
**Monday, October 7, 2024 at 6:00 PM**  
**Board Chambers, City Hall, 101 Court St.**

**MINUTES**

Pool Access Drive, came on for consideration. Alderwoman Liley introduced Bill No. 24-88, being for an ordinance entitled as follows:

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

On a motion made by Alderwoman Liley, seconded by Alderwoman Young, Bill No. 24-88 was placed on its first reading and was read by title, considered and discussed and was duly passed. On a motion by Alderwoman Liley, seconded by Alderwoman Young, Bill No. 24-88 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed and the Bill was then duly numbered Ordinance No. 24-88 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Hitt-aye; Alderwoman Liley-aye; Alderman Reiminger-aye; Alderman Fraley-aye; Alderman Seabaugh-aye; Alderman Stroder-aye; Alderwoman Williams-absent; and Alderwoman Young-aye.

**BILL NO. 24-88**

**ORDINANCE NO. 24-88**

**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 18<sup>th</sup> 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.



**CITY OF JACKSON**  
**MAYOR & BOARD OF ALDERMEN REGULAR MEETING**  
**Monday, October 7, 2024 at 6:00 PM**  
**Board Chambers, City Hall, 101 Court St.**

**MINUTES**

**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 18<sup>th</sup> 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.



**CITY OF JACKSON**  
**MAYOR & BOARD OF ALDERMEN REGULAR MEETING**  
**Monday, October 7, 2024 at 6:00 PM**  
**Board Chambers, City Hall, 101 Court St.**

**MINUTES**

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

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:  
 Angela Birk (signed)  
 City Clerk

BY: Dwain Hahs (signed)  
 Mayor

Motion to Adjourn the Meeting )

Meeting concluded at 6:22 P.M., on a motion made by Alderman Fraley, seconded by Alderwoman Liley, to adjourn the meeting. Ayes-7; Nays-0; Absent-1.

ATTEST:

\_\_\_\_\_  
 Mayor

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

## CITY COLLECTOR'S REPORT FOR September 2024

DESCRIPTION	ELECTRIC FUND	WATER FUND	WASTEWATER FUND	LANDFILL FUND	GEN. REV. FUND	TOTAL
Service Charges (includes internal transfers)	1,648,378.88	309,317.07	238,728.09	66,419.63	-	2,262,843.67
Penalties	7,155.68	1,557.07	1,289.51	356.39	-	10,358.65
Sales Tax	47,662.20	9,025.88	-	-	-	56,688.08
Disconnect Fees	2,400.00	-	-	-	-	2,400.00
Returned Transaction Fees	360.00	-	-	-	-	360.00
Customer Relocation Fees	-	-	-	-	325.00	325.00
Trash Stickers	-	-	-	1,604.00	-	1,604.00
<b>UTILITY COLLECTIONS</b>	<b>1,705,956.76</b>	<b>319,900.02</b>	<b>240,017.60</b>	<b>68,380.02</b>	<b>325.00</b>	<b>2,334,579.40</b>
Adjustments - Penalties	-	-	-	-	-	-
Adjustments - Taxes	-	-	-	-	-	-
Adjustments - Service Fees	-	-	-	-	-	-
<b>NET UTILITY COLLECTIONS</b>	<b>1,705,956.76</b>	<b>319,900.02</b>	<b>240,017.60</b>	<b>68,380.02</b>	<b>325.00</b>	<b>2,334,579.40</b>
Business/Contractor Licenses	-	-	-	-	595.00	595.00
Event Fees/Misc. Charges	50.00	-	-	-	-	50.00
<b>NON-UTILITY COLLECTIONS</b>	<b>50.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>595.00</b>	<b>645.00</b>
Misc. Adjustments	-	-	-	-	-	-
Interest on Collector's bank account	-	-	-	-	-	1,199.77
Cash in bank	-	-	-	-	-	2,336,424.17
Missouri Sales Tax payment	(47,662.20)	(9,025.88)	-	-	-	(56,688.08)
<b>TO CITY TREASURER</b>					<b>\$</b>	<b>2,279,736.09</b>

Respectfully Submitted,



City Collector



## **CITY CLERK'S REPORT FOR THE MONTH OF SEPTEMBER, 2024**

### **ELECTRIC**

Sale of Merchandise	0.00	
Cable TV Pole Rental	0.00	
Electric Meters	1,625.00	
Electric Service Lines	2,800.00	
Returned Check Fees	0.00	
URD Services	13,310.28	
Sales Tax Commission	1,200.67	
Labor and Equipment Use	0.00	
Miscellaneous-Scrap Metal	<u>0.00</u>	
TOTAL		18,935.95

### **WATER & SEWER**

#### **WATER**

Water Taps & Water Meters	6,400.00	
Sale of Merchandise	0.00	
Miscellaneous-Scrap Metal	<u>0.00</u>	
TOTAL		6,400.00

#### **WASTEWATER**

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

### **GENERAL REVENUE**

Building Permits	1,748.40	
Electric Permits	260.00	
Gas Permits	80.00	
Plumbing/Sewer Permits	380.00	
Sewer Tap Permits	900.00	
Public Hearing & Plat Recording	300.00	
Stormwater Review Fees	175.00	
Street Repair or Mowing	0.00	
Gas Franchise	8,986.29	
Sale of Merchandise	0.00	
Community Room	0.00	
Cable TV Franchise	0.00	
Copies	296.20	
Telephone Franchise Fees	6,898.73	
Fire Cost Recovery	0.00	
Interest Earned	0.00	
Jail Expense Reimbursement	0.00	
Cell Tower Rental	1,058.00	
Health Insurance Reimbursement	25.68	
Street Repair or Scrap Metal	<u>0.00</u>	
TOTAL		21,108.30

### **LANDFILL**

Refuse Collections	380.00	
Recyclables	1,217.15	
E-Cycle TV/Monitor Fees	0.00	
Royalties	<u>0.00</u>	
TOTAL		1,597.15

### **CEMETERY**

Sale of Lots	2,500.00	
Sale of Niches	750.00	
Grave Openings	2,150.00	
Niche Openings	0.00	
Weekend/Holiday Grave Openings/Inurnments	0.00	
Disinterments/Disinurnments	<u>0.00</u>	
TOTAL		5,400.00

**PARK**

Misc. Park Rentals	0.00	
Rent - Howard St. House	3,102.25	
Ballfield Rentals	765.00	
Pavilion Rentals	<u>550.00</u>	
TOTAL		4,417.25

**PARK FOUNDATION**

Donations	3,656.00	
Civic Center Donations	<u>0.00</u>	
TOTAL		3,656.00

**RECREATIONAL DEVELOPMENT**

Pool Concession Receipts	0.00	
Swimming Pool Gate Receipts	0.00	
Basketball Entry Fees	0.00	
Basketball Sponsor Fees	0.00	
Softball Entry Fees	0.00	
Softball Sponsor Fees	0.00	
Softball Tournament Fees	0.00	
Volleyball Entry Fees	0.00	
Reimb./Donations/Special Events	0.00	
Baseball Concessions	0.00	
Baseball Entry Fees	0.00	
Baseball Sponsor Fees	<u>0.00</u>	
TOTAL		0.00

**STORMWATER MAINTENANCE FUND**

Stormwater Credit	0.00	
Stormwater Maintenance	<u>557.82</u>	
TOTAL		557.82

**TRUST & AGENCY**

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

**HEALTH INSURANCE FUND**

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

**INMATE SECURITY FUND**

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

**TRANSPORTATION SALES TAX**

Rent - Donna Drive Extension	<u>1,171.19</u>	
TOTAL		1,171.19

**RECREATIONAL SALES TAX FUND**

Civic Center Rentals	6,268.25	
Civic Center Programs	0.00	
Civic Center Membership Fees	0.00	
Civic Center Entry Fees	526.75	
Civic Center Concessions	<u>106.25</u>	
TOTAL		6,901.25

REPORT TOTAL \$71,419.29



**Water & Light Deposit Accounts**

SEPTEMBER, 2024

<b>Beginning Balance September 1, 2024:</b>	\$269,820.12
<b>TOTAL DEPOSITS</b>	\$12,287.13
<b>TOTAL REFUNDS</b>	\$16,519.74
<b>Ending Balance September 30, 2024:</b>	\$265,587.51

*Balance Consists of :*

Checking Account for US Bank	\$55,587.51
Investments	\$210,000.00
	<hr/>
	<b>\$265,587.51</b>

## CITY TREASURER'S REPORT FOR September 2024

Item 6.

FUND	FUND BALANCES	RECEIPTS	TRANSFER OF	DISBURSEMENTS	FUND BALANCES	INVESTMENTS	CASH BALANCE
	09-01-2024		FUNDS		09-30-2024		09-30-2024
ELECTRIC FUNDS							
Operation & Maintenance	-	1,685,939.11	(401,300.79)	1,284,638.32	-	-	-
Electric Surplus Fund	2,951,230.33	-	388,777.07	27,587.98	3,312,419.42	1,614,547.03	1,697,872.39
Electric Capital Projects Fund	3,494,975.58	-	-	-	3,494,975.58	3,490,000.00	4,975.58
WATER & SEWER FUNDS							
Water Operation & Maint.	-	319,923.55	(219,620.01)	100,303.54	-	-	-
Water & Sewer Revenue Bond Fund	226,711.05	-	-	-	226,711.05	-	226,711.05
Water & Sewer Deprec. Res. Fund	30,000.00	-	-	-	30,000.00	30,000.00	-
Water & Sewer Bond Reserve Fund	50,000.00	-	-	-	50,000.00	50,000.00	-
Water & Sewer Contingent Fund	30,000.00	-	-	-	30,000.00	30,000.00	-
Water & Sewer Surplus Fund	10,538,124.02	-	365,361.43	30,064.90	10,873,420.55	9,920,011.01	953,409.54
Water Replacement Fund	798,661.50	-	-	-	798,661.50	725,000.00	73,661.50
Wastewater Operation & Maint.	-	240,404.38	(174,068.33)	66,336.05	-	-	-
Wastewater Replacement Fund	1,062,497.23	-	-	-	1,062,497.23	1,034,698.67	27,798.56
W & S Construction Fund	3,752,785.89	-	-	97,348.55	3,655,437.34	1,250,000.00	2,405,437.34
General Revenue Fund	2,694,428.13	54,768.11	517,894.37	816,888.36	2,450,202.25	2,300,000.00	150,202.25
Landfill Fund	677,060.96	70,013.35	(5,988.67)	50,458.92	690,626.72	525,000.00	165,626.72
Cemetery Fund	1,031,601.11	6,097.38	(5,602.41)	19,434.59	1,012,661.49	870,000.00	142,661.49
City Park Fund	171,778.47	5,549.81	(7,140.62)	56,685.54	113,502.12	-	113,502.12
Public Park Foundation Fund	155,932.94	3,656.00	-	26,314.93	133,274.01	130,000.00	3,274.01
Recreational Development Fund	75,828.04	3,575.00	-	27,750.96	51,652.08	-	51,652.08
Band Fund	0.01	697.38	-	697.39	-	-	-
ARPA Fund	1,506,916.08	46,654.42	(20,652.31)	231.75	1,532,686.44	1,495,000.00	37,686.44
Road Use Tax Fund	942,515.13	77,430.93	-	409.43	1,019,536.63	754,000.00	265,536.63
Stormwater Maintenance Fund	298,942.36	557.82	-	-	299,500.18	268,000.00	31,500.18
Trust and Agency Fund	834,402.01	1,284.31	16,542.01	47,461.53	804,766.80	798,000.00	6,766.80
Health Insurance Fund	1,465,393.18	3,055.92	148,012.35	96,887.79	1,519,573.66	1,045,000.00	474,573.66
Inmate Security Fund	17,259.12	166.00	-	-	17,425.12	-	17,425.12
Equitable Sharing Fund	3,617.07	-	-	-	3,617.07	-	3,617.07
Transportation Sales Tax Fund	664,669.34	127,553.67	-	-	792,223.01	600,000.00	192,223.01
Transportation Capital Projects Fund	650,248.52	-	-	-	650,248.52	-	650,248.52
Sales Tax Fund	1,489,970.46	262,716.86	-	7,742.50	1,744,944.82	216,282.39	1,528,662.43
Recreation Sales Tax Fund	211,684.91	70,092.57	(812.07)	33,726.43	247,238.98	50,000.00	197,238.98
Public Safety Sales Tax Fund	275,566.20	126,307.07	(400,873.27)	-	1,000.00	-	1,000.00
Fire Protection Sales Tax Fund	140,670.47	63,191.28	(200,528.75)	-	3,333.00	-	3,333.00
Capital Projects Construction Fund	3,456,980.86	-	-	102,795.75	3,354,185.11	2,910,000.00	444,185.11
Economic Dev. Reserve Fund	886,598.78	-	-	-	886,598.78	850,000.00	36,598.78
CDBG Grant Fund	72,932.38	-	-	-	72,932.38	-	72,932.38
I-55 Corridor Special Alloc. Fund	2,317.69	-	-	-	2,317.69	-	2,317.69
TOTALS	40,662,299.82	3,169,634.92	0.00	2,893,765.21	40,938,169.53	30,955,539.09	9,982,630.44

Respectfully Submitted,



Angela Birk, City Clerk/Treasurer

Cash on Hand	1,475.00
General Account	7,697,802.28
Collectors Account	2,279,736.09
Equitable Sharing Fund	3,617.07

TOTAL	9,982,630.44
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# STRICKLAND ENGINEERING

113 W. Main Street, Suite 1 Jackson, MO 63755

Tel. 573-243-4080 Fax 573-243-2191

[www.stricklandengineering.com](http://www.stricklandengineering.com)

September 30, 2024

Mr. Don Schuette  
Director of Electric Utilities  
City of Jackson  
101 Court Street  
Jackson, Missouri 63755

RE: East Jackson Blvd Roadway Lighting  
Engineering Services (Task Order 23-08)

Dear Mr. Schuette:

Strickland Engineering is pleased to submit a fee proposal increase for engineering services for bidding and construction phase services and program management with MoDOT for the East Jackson Boulevard Roadway Lighting project on East Jackson Blvd from north of Gloria Street near Alliance Bank to Old Orchard Road. The following information summarizes the scope of work, engineering fee and schedule of rates.

## SCOPE OF SERVICES

- Assist the City in program management with MoDOT
- Bid phase services to assist City.
- Construction phase services to assist City.

## COMPENSATION

The City shall compensate the Engineer for performance of the services on an hourly basis plus expenses. Total payment by the City to the Engineer shall not exceed \$90,300, without prior written authorization by the City. The following rate schedule will be used as the basis of compensation.

### Engineering Fee

Original Task Order	\$38,100.00
Proposed Amendment #1	\$52,200.00
Revised Total Engineering Fee	\$90,300.00

### Rate Schedule

Engineer V	\$175.00/hr
Engineer IV	\$150.00/hr
Engineer III	\$125.00/hr
Engineer II	\$100.00/hr
PLS	\$100.00/hr
Surveyor I	\$75.00/hr
Survey Technician III	\$50.00/hr
Survey Crew	\$125.00/hr
Engineering Designer IV	\$90.00/hr

Engineering Designer III	\$80.00/hr
Engineering Designer II	\$70.00/hr
Engineering Designer I	\$65.00/hr
Engineering Technician III	\$80.00/hr
Engineering Technician II	\$55.00/hr
Engineering Technician I	\$50.00/hr
Administrative Secretary	\$40.00/hr
Professional Consultants	cost + 10%
Wide Format Copy, 24 x 36	\$2.20/sheet
Wide Format Copy, 30 x 42	\$3.30/sheet
Wide Format Copy, Half Set	\$1.10/sheet
Copies, 8-1/2 x 11	\$0.08/sheet
Postage	cost
Auto travel	\$0.65.5/mile
Other expenses	cost

Please contact me if you have any questions regarding this proposal. I look forward to working with you on this project.

Sincerely,

Brian W. Strickland, PE, PLS  
Project Manager

COST PROPOSAL WORKSHEET FOR :

## AMENDMENT #1

FEE ESTIMATE FOR  
CITY OF JACKSON - JACKSON BLVD LIGHTING

Date: 9/30/2024

Prepared by: BS

## LABOR:

<u>Task No.</u>	<u>Task Description</u>	<u>Task M.H.</u>	<u>Task Cost</u>	<u>Eng V</u>	<u>Eng IV</u>	<u>Surv I</u>	<u>Eng Des IV</u>	<u>Surv</u>	<u>Insp</u>
1	Bid phase services	64.0	\$8,200	16.0	24.0	24.0			
2	Construction phase services (16 weeks @ 16 hours)	316.0	\$27,920	40.0	20.0				256.0
3	Program management with MoDOT	100.0	\$16,000	40.0	60.0				
4		0.0	\$0						
5		0.0	\$0						
6		0.0	\$0						
7		0.0	\$0						
8		0.0	\$0						
TOTAL M.H:		480.0		96.0	104.0	24.0	0.0	0.0	256.0
TOTAL ESTIMATED LABOR COSTS :			\$52,120						
USE:			\$52,200						

Notes:

## EXPENSES:

Item

Hubs	0	\$	0.28	\$0
Lathes	0	\$	0.38	\$0
Filing Fee	0	\$	30.00	\$0
Mileage	0	\$	0.49	\$0
Reproduction & Photocopy	--	SAY		\$0
Postage	--	SAY		\$0
Misc. Direct Expenses		SAY		\$0
ESTIMATED DIRECT EXPENSES				\$0
<b>TOTAL ESTIMATED COST:</b>				<b>\$52,200</b>

Total  
Cost**PERSONNEL CLASSIFICATIONS LEGEND:**

Eng V	Engineer V
Eng IV	Engineer IV
Surv I	Surveyor I
Eng Des IV	Engineering Designer IV
Surv	Survey Crew
Insp	Administrative



## PUBLIC WORKS MEMORANDUM

# City of Jackson

**TO:** Mayor and Board of Aldermen

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

**DATE:** October 3, 2024

**RE:** Amendment 8 to Horner & Shifrin Task Order 19-04 for Water System Facility Plan Improvements Phase 2

Attached is a proposed amendment to Task Order 19-04 for Horner & Shifrin's work on the Water System Facility Plan Improvements Phase 2. This amendment would increase the existing task order by \$30,600.00 and is related to additional work performed outside the original task order related to design changes to accommodate easement locations acceptable to Aldi and McDonalds.

It also addresses Horner & Shifrin's rate increases into 2025-26 when they will be completing the bidding and construction phases of the East Jackson Boulevard Water Main Upgrade (Phase 2E) Phases 1 and 2.

As always, if you have questions, please contact me at [jsanders@jacksonmo.org](mailto:jsanders@jacksonmo.org) or 573-243-2300 x 2031.



THE POWER HOUSE AT UNION STATION • 401 S. 18<sup>th</sup> ST., STE. 400 • SAINT LOUIS, MISSOURI 63103-2296  
314-531-4321 • FAX 314-531-6966 • www.HornerShifrin.com

September 25, 2024

Mrs. Janet Sanders  
Public Works Director  
City of Jackson  
101 Court Street  
Jackson, MO 63755

**Re: Task Order Authorization No. 19-04 Increase in Expenditures  
to Provide Professional Engineering Services for The Water System Facility Plan  
Implementation Program – Phase 2 for the City of Jackson, MO  
Amendment No. 8**

Dear Mrs. Sanders:

The Amendment No. 8 to the above Task Order Contract is requested to provide additional engineering services for the following additional tasks that are described in more detail in attached Exhibit A:

1. Additional Design Phase
  - a. Aldi property review and coordination
  - b. Easement map preparation for council meeting
  - c. Phase 1 Water Main
    - i. McDonald's property water main easement – correspondence for 1 year with owner, modification to the McDonalds easement and adjacent easement, drawing and cost estimate modifications.
    - ii. Response to property owner's questions related to easements at 4 other properties.
    - iii. Resubmit plans to both MODOT and Corps of Engineers due to changes and timeframe since obtained permits.
  - d. Phase 2 Water Main
    - i. Update plans and easements to adjust for new Aldi water main.
    - ii. Assume future plan/cost estimate changes and easement coordination similar to Phase 2.
    - iii. Re-submit to MODOT and Corps of Engineers.
2. Updated Bidding and Construction Phase
  - a. Phase 1 bidding and construction services billing rates updated from 2023 to 2025.
  - b. Phase 2 bidding and construction services billing rates updated from 2024 to 2026.



Mrs. Janet Sanders  
September 25, 2024  
Page 2

Based on the additional scope of work above the requested Amendment 8 fee is listed below and detailed on Exhibit A attached.

Additional Design Phase Services	\$20,800
Updated Phase 1 Bidding and Construction Phase Services	\$4,100
Updated Phase 2 Bidding and Construction Phase Services	<u>\$5,700</u>
	\$30,600

The below summarizes the H&S design fee to date for the entire Water System Facility Plan Improvements project from inception in January 2016 to today:

Original Contract	\$346,800
Contract Amendment 1	\$ 60,100
Contract Amendment 2	\$233,173
Contract Amendment 3	\$ 9,540
Contract Amendment 4	\$ 79,600
Contract Amendment 5	\$ 31,900
Contract Amendment 6	\$ 85,900
Contract Amendment 7	\$ 2,800
<b>Contract Amendment 8</b>	<b><u>\$ 30,600</u></b>
Total Contract to Date	\$880,413

We appreciate the opportunity to continue to serve the City of Jackson under our existing task order agreement for engineering services. Please call me to discuss any questions regarding our proposed scope or fee proposal.

Respectfully Submitted,

James E. McCleish, P.E.  
Vice President  
Practice Leader, Water

Lisa Fennewald, P.E.  
Project Manager

Enclosures



## **EXHIBIT A**

### **DESIGN PHASE ITEMS**

- Aldi Property
  - Developer Review: Review of Aldi plans, coordination with City for revisions of design on Aldi site, review of revised plans. (Extra previously received for preparation of easement documents).
  - Addition of new Aldi Main to Part 2 design plans.
- Map preparation for Phase 1 and Phase 2 easement for council presentation
- Phase 1
  - McDonald Property Easement
    - Update drawings to show existing service lines not located during original survey.
    - Multiple correspondence back and forth with corporate regarding location of easement and new water main in proximity to elevated sign, and site access during construction from May 2023 through May 2024
    - Modifications to easement per request of corporate to construction main further away from elevated sign.
    - Modifications to Ahmad easement (adjacent to McDonalds) due to changes is the main on the McDonald's property.
    - Modification of plan and profile to accommodate changes requested by McDonalds
    - Cost estimate updates associated with relocation.
  - Response to property owner's question related to easements at other properties:
    - Chamber of Commerce Track – main related to sign
    - Regions Bank – site access for parking and circulation around building for ATM and drive through access.
    - Ahmad Holding (Pizza Hut) – access during construction and length of project
    - Jackson Auto Spa – construction on site.
  - Submitted Issue for Bid Plans to City on 5/5/2023. Due to length of time since completed plans, need to do the following to get ready for bid.
    - Re-submit to MODOT due to length of time since submittal and revised plans changes due to easement agreements.

## **EXHIBIT A**

- Re-submit to CORPS due to length of time since original submittal.
  - Get plans and specifications ready to bid by incorporating all agreed upon easement language in the documents.
- Phase 2
  - Update plans after completed to adjust for location of new Aldi water main. Project starts at tie-in of new Aldi main.
  - Adjust easement exhibits for main adjustment at Aldi tie-in.
  - Assume future plan changes and easement coordination similar to Phase 2. Also, revise cost estimate to reflect changes.
  - Assume will need to re-submit to MODOT and Corps

### **BID AND CONSTRUCTION PHASE ITEMS**

- Phase 1 bidding and construction services assume will take place in 2025. Previous fee assumed bidding and construction in 2023. Increased fee due to rate increase from 2023 rates to 2025 rates.
- Phase 2 bidding and construction services assume will take place in 2026. Previous fee assumed bidding and construction in 2024. Increased fee due to rate increase from 2024 rates to 2026 rates

CITY OF JACKSON, MO  
EAST JACKSON DESIGN EXTRA  
ENGINEERING FEE ESTIMATE

Prepared By: LEF							
LABOR:					Labor Classification		
					Fennewald, Lisa	Mills, Michael	Green, Walker
					WP04	WP10	WP10
<u>Cost Center</u>	<u>Task No.</u>	<u>Task Description</u>	<u>Task M.H.</u>	<u>Task Cost</u>			
DESIGN PHASE ITEMS - BOTH PHASES							
Work Completed							
Water	1	Aldi Property - plan review, coordination with City	12	\$2,116	8	4	
Water	2	Aldi Property - add new main to design plans	2	\$270		2	
Water	3	Preparation of map for Phase 1 and Phase 2 for council presentation	3	\$467	1	2	
Subtotal			17	\$2,853	9	8	0
DESIGN PHASE 1							
Water	1	McDonalds property easement - drawing updates, 1 year of correspondence back and forth, easement modifications, neighboring property easement adustments,cost estimate updates	14	\$2,510	10	2	2
Water	2	Response to other owner questions - Chamber of Commerce, Regions Bank, Ahmad Holdings, Jackson Auto Spa	10	\$1,846	8	2	
Future Work to Be Completed							
Water	3	Re-submit plans to MODOT for permit	3	\$529	2	1	
Water	4	Re-submit plans to Corps of Engineers for permit	3	\$529	2	1	
Water	5	Incorporate all easement language into bidding plans and specification	14	\$2,262	6	4	4
Subtotal			44	\$7,676	28	10	6
DESIGN PHASE 2							
Water	1	Update plans after completed to adjust for new Aldi Water Main	6	\$934	2	4	
Water	2	Adjust easement exhibits for main adjustment at Aldi tie-in	2	\$332	1	1	
Water	3	Assume future plan changes and easement coordination similar to Phase 2. Adjust cost estimated to reflect changes.	18	\$3,174	12	4	2
Water	4	Assume will need to re-submit to MODOT and Corps of Engineers	6	\$1,058	4	2	
Water	5	Incorporate all easement language into bidding plans and specification	14	\$2,262	6	4	4
Subtotal			46	\$7,760	25	15	6
TOTAL ESTIMATE MANHOURS			107		62	33	12
TOTAL ESTIMATED LABOR COSTS				\$18,289			

DESIGN EXPENSES:			
<u>Item</u>	<u>Unit</u>		<u>Total Cost</u>
Mileage:	0	miles	\$0
Subconsultant: Strickland Easements		SAY	\$2,500
Reproduction & Photocopy:	--	SAY	\$0
Field Equipment Rental Reimbursement:	--	SAY	\$0
Misc. Reimbursable Expenses:	--	SAY	\$0
ESTIMATED TOTAL REIMBURSIBLE EXPENSES:			<u>\$2,500</u>
MARK UP PERCENTAGE:			0%
ESTIMATED TOTAL EXPENSES:			<u>\$2,500</u>
TOTAL ESTIMATED NOT-TO EXCEED COST:			<u>\$20,800</u>

CITY OF JACKSON, MO  
EAST JACKSON PHASE 1 & HIGH ST. WATER MAIN BIDDING & CONSTRUCTION PHASE SERVICES  
ENGINEERING FEE ESTIMATE

Prepared By: LEF						Labor Classification		
LABOR:						Fennewald, Lisa	Mills, Michael	Green, Walker
<u>Cost Center</u>	<u>Task No.</u>	<u>Task Description</u>	<u>Task M.H.</u>	<u>Task Cost</u>		WP04	WP10	WP10
PHASE 1 AND HIGH ST. BIDDING PHASE								
Water	1	Prepare and post bidding documents on QUEST for bidding.	5	\$781		1		4
Water	2	Assist City Staff in responding to contractor questions about bidding documents and issue addendum(s).	12	\$2,243		8		4
Water	3	Assist City Staff in evaluating thoroughness of contractor bids received.	5	\$781		1		4
Water	4	Provide recommendation to City Staff on selection of contractor.	4	\$835		4		
Water	5	Prepare Notice of Award and Agreement for Execution	4	\$704		2		2
Water	6	Administer and manage Bidding Phase Services.	2	\$418		2		
Subtotal			32	\$5,762		18	0	14
PHASE 1 AND HIGH ST. CONSTRUCTION PHASE								
Water	1	Prepare Notice to Proceed and assemble contract books	5	\$781		1		4
Water	2	Attend pre-construction meeting and prepare meeting minutes.	10	\$2,088		10		
Water	3	Review contractor-submitted shop drawing and other items.	12	\$1,980		4		8
Water	4	Review contractor requests for periodic payments against construction contract amount.	36	\$5,546		6		30
Water	5	Respond to contractor questions regarding unforeseen field conditions and/or interpretations of design intent.	16	\$3,078		12		4
Water	6	Provide assistance in resolving contractor's field questions to ensure consistent quality control of contractor's work.	24	\$4,486		16		8
Water	7	Prepare Change Order requests, as appropriate.	28	\$5,058		16		12
Water	8	Coordinate with and manage information from water main inspector.	16	\$3,341		16		
Water	9	Attend monthly progress meeting (1/month) and prepare minutes.	48	\$10,023		48		
Water	10	Prepare as-built drawings from inspector's survey and notes.	30	\$4,293			30	
Water	11	Assist City Staff in final, official close-out of construction contract.	8	\$1,276		2		6
Water	12	Administer and manage Construction Phase Services.	8	\$1,671		8		
Subtotal			241	\$43,622		139	30	72
TOTAL ESTIMATE MANHOURS			273			157	30	86
TOTAL ESTIMATED LABOR COSTS				\$49,384				

DESIGN EXPENSES:							
<u>Item</u>					<u>Unit</u>	<u>Total Cost</u>	<u>Bid</u> <u>Construction</u>
Mileage:					1,720 miles	\$1,152	\$169      \$983
Subconsultant:					SAY	\$0	
Reproduction & Photocopy:					-- SAY	\$250	\$50      \$200
Field Equipment Rental Reimbursement:					-- SAY	\$0	
Misc. Reimbursable Expenses:					-- SAY	\$100	\$50      \$50
ESTIMATED TOTAL REIMBURSIBLE EXPENSES:						<u>\$1,502</u>	<u>\$269</u> <u>\$1,233</u>
MARK UP PERCENTAGE:						0%	
ESTIMATED TOTAL EXPENSES:						<u>\$1,502</u>	
TOTAL ESTIMATED NOT-TO EXCEED COST:						<u>\$50,900</u>	
					Original 2023 Fee =	\$46,800	
					Extra Requested =	\$4,100.00	

CITY OF JACKSON, MO  
EAST JACKSON WATER MAIN PHASE 2 BIDDING & CONSTRUCTION PHASE  
ENGINEERING FEE ESTIMATE

Prepared By: LEF

LABOR:

Cost Center

Task No.

Task Description

Task  
M.H.

Task  
Cost

Labor Classification

Fennewald, Lisa

Mills, Michael

Green, Walker

WP04

WP10

WP10

PHASE 2 BIDDING PHASE

Water	1	Prepare and post bidding documents on QUEST for bidding.	5	\$825	1		4
Water	2	Assist City Staff in responding to contractor questions about bidding documents and issue addendum(s).	8	\$1,626	6		2
Water	3	Assist City Staff in evaluating thoroughness of contractor bids received.	5	\$825	1		4
Water	4	Provide recommendation to City Staff on selection of contractor.	4	\$883	4		
Water	5	Prepare Notice of Award and Agreement for Execution	4	\$744	2		2
Water	6	Administer and manage Bidding Phase Services.	2	\$441	2		
Subtotal			28	\$5,345	16	0	12

PHASE 2 CONSTRUCTION PHASE

Water	1	Prepare Notice to Proceed and assemble contract books	5	\$825	1		4
Water	2	Attend pre-construction meeting and prepare meeting minutes.	10	\$2,206	10		
Water	3	Review contractor-submitted shop drawing and other items.	12	\$2,092	4		8
Water	4	Review contractor requests for periodic payments against construction contract amount.	32	\$5,255	6		26
Water	5	Respond to contractor questions regarding unforeseen field conditions and/or interpretations of design intent.	12	\$2,509	10		2
Water	6	Provide assistance in resolving contractor's field questions to ensure consistent quality control of contractor's work.	18	\$3,555	12		6
Water	7	Prepare Change Order requests, as appropriate.	24	\$4,462	12		12
Water	8	Coordinate with and manage information from water main inspector.	12	\$2,648	12		
Water	9	Attend monthly progress meeting (1/month) and prepare minutes.	42	\$9,267	42		
Water	10	Prepare as-built drawings from inspector's survey and notes.	21	\$3,175		21	
Water	11	Assist City Staff in final, official close-out of construction contract.	6	\$1,046	2		4
Water	12	Administer and manage Construction Phase Services.	6	\$1,324	6		
Subtotal			200	\$38,364	117	21	62

TOTAL ESTIMATE MANHOURS  
TOTAL ESTIMATED LABOR COSTS

228

\$43,709

133

21

74

DESIGN EXPENSES:

<u>Item</u>	<u>Unit</u>		<u>Total Cost</u>	<u>Bid</u>	<u>Construction</u>
Mileage:	1,540	miles	\$1,032	\$161	\$871
Subconsultant:		SAY	\$0		
Reproduction & Photocopy:	--	SAY	\$250	\$50	\$200
Field Equipment Rental Reimbursement:	--	SAY	\$0		
Misc. Reimbursable Expenses:	--	SAY	\$100	\$50	\$50
ESTIMATED TOTAL REIMBURSIBLE EXPENSES:			\$1,382	\$261	\$1,121
MARK UP PERCENTAGE:			0%		
ESTIMATED TOTAL EXPENSES:			\$1,382		
TOTAL ESTIMATED NOT-TO EXCEED COST:			\$45,100		
Orig Estimated 2024 Fee =			\$39,400		
Extra Requested =			\$5,700.00		



# MEMO



**To:** Mayor and Board of Aldermen  
**From:** Don Schuette  
**Date:** Friday, October 18, 2024  
**Re:** Primary Service Agreement

---

Mayor and Board of Aldermen,

Please see the attached Ordinance and Memorandum of Understanding to be used as a Primary Metering Service Agreement with Midwest Sterilization. This memo outlines the responsibilities of each party named in the document.

If you have any further questions, please let me know.

Thank you,

Don Schuette

Director of Electric Utilities

BILL NO. 24-\_\_

ORDINANCE NO. 24-\_\_

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *MIDWEST STERILIZATION CORPORATION*, RELATIVE TO *PRIMARY ELECTRIC SERVICE RATES*; 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 **Midwest Sterilization Corporation, of Jackson, Missouri**. It is the belief of the Mayor and Board of Aldermen, that it is in the best interest of the citizens of the City of Jackson, Missouri, that the City enters into said contract.

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

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

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

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

FIRST READING: October 21, 2024.

SECOND READING: October 21, 2024.

PASSED AND APPROVED this 21st day of October, 2024, by a vote of \_\_\_ ayes, \_\_\_ nays, \_\_\_ abstentions and \_\_\_ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

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

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

## MEMORANDUM OF UNDERSTANDING

**THIS MEMORANDUM OF UNDERSTANDING** is made and entered into this \_\_\_\_\_ day of October, 2024, by and between the *CITY OF JACKSON, MISSOURI, a municipal corporation*, hereinafter referred to as the “City,” and the *MIDWEST STERILIZATION CORPORATION, a corporation of the State of Missouri*, hereinafter referred to as the “Midwest,” **WITNESSETH:**

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

**WHEREAS**, Midwest has requested from the City a PSA for electrical utility services for its facility located at 1204 Lenco Avenue, Jackson, Missouri; and

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

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

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

2. Midwest will install, own, operate and maintain all electric distribution facilities downstream (customer side) of the primary meter. Ownership includes the responsibilities of design, procurement, installation, future replacement, and ongoing maintenance. Midwest will be responsible for hiring, or contracting with, qualified electricians to install, operate and maintain its equipment on its side of the demarcation or point of service (“POS”). Midwest will

be responsible for costs associated with the construction of powerline extensions upstream of the primary meter, if needed.

3. Construction and operation of Midwest's facilities will be consistent with the National Electric Code ("NEC") and the National Electrical Safety Code ("NESC").

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

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

6. Midwest's electric distribution system must be designed to prohibit "feedback" into the City's system. Any operation of Midwest's primary system must be coordinated with the Director of Electric Utilities.

7. Midwest's system must be designed to match the City's 12,470 volts and transformers.

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

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

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

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

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

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

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

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



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

14. Midwest acknowledges and agrees that the City cannot guarantee the availability or continuity of delivery of electric service due to external forces and events beyond City control and acts of God.

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

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

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

18. The City may disconnect service to Midwest if, at any time and in the sole opinion of the City, the Midwest facilities are presenting a public safety hazard or are causing an adverse reliability or power quality impact to the City's Electric Distribution System or to other City customers.

19. The PSA will be used to credit Midwest for electric services received. The PSA will be based on the total amount due for all applicable demand and energy charges incurred for the month but will not apply to any other charges, fees, credits, or adjustments. The PSA will be

at the rate adjusted in accordance with the provision of Section 41-943 of the Code of Ordinances on all applicable charges which is two (2) percent monthly at the time of this Memorandum of Understanding.

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

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

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

23. In case any one or more of the provisions contained in this Memorandum of Understanding shall for any reason be held invalid, illegal, or unenforceable in any respects, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Memorandum of Understanding shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.



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

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

**CITY:**

CITY OF JACKSON, MISSOURI

\_\_\_\_\_  
Dwain Hahs, Mayor

ATTEST:

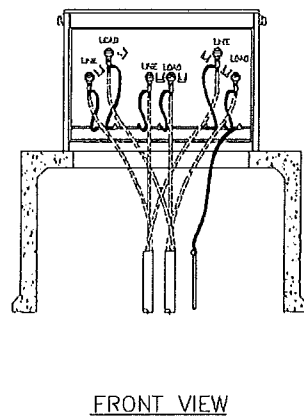
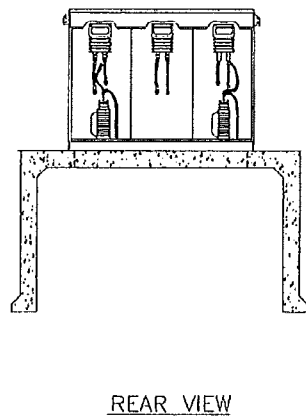
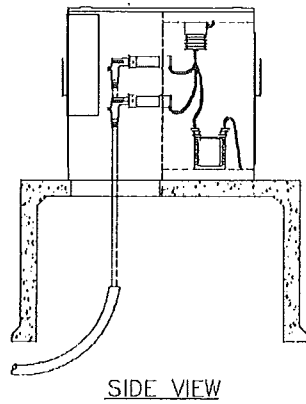
\_\_\_\_\_  
Angela Birk, City Clerk

**MIDWEST STERILIZATION CORPORATION:**

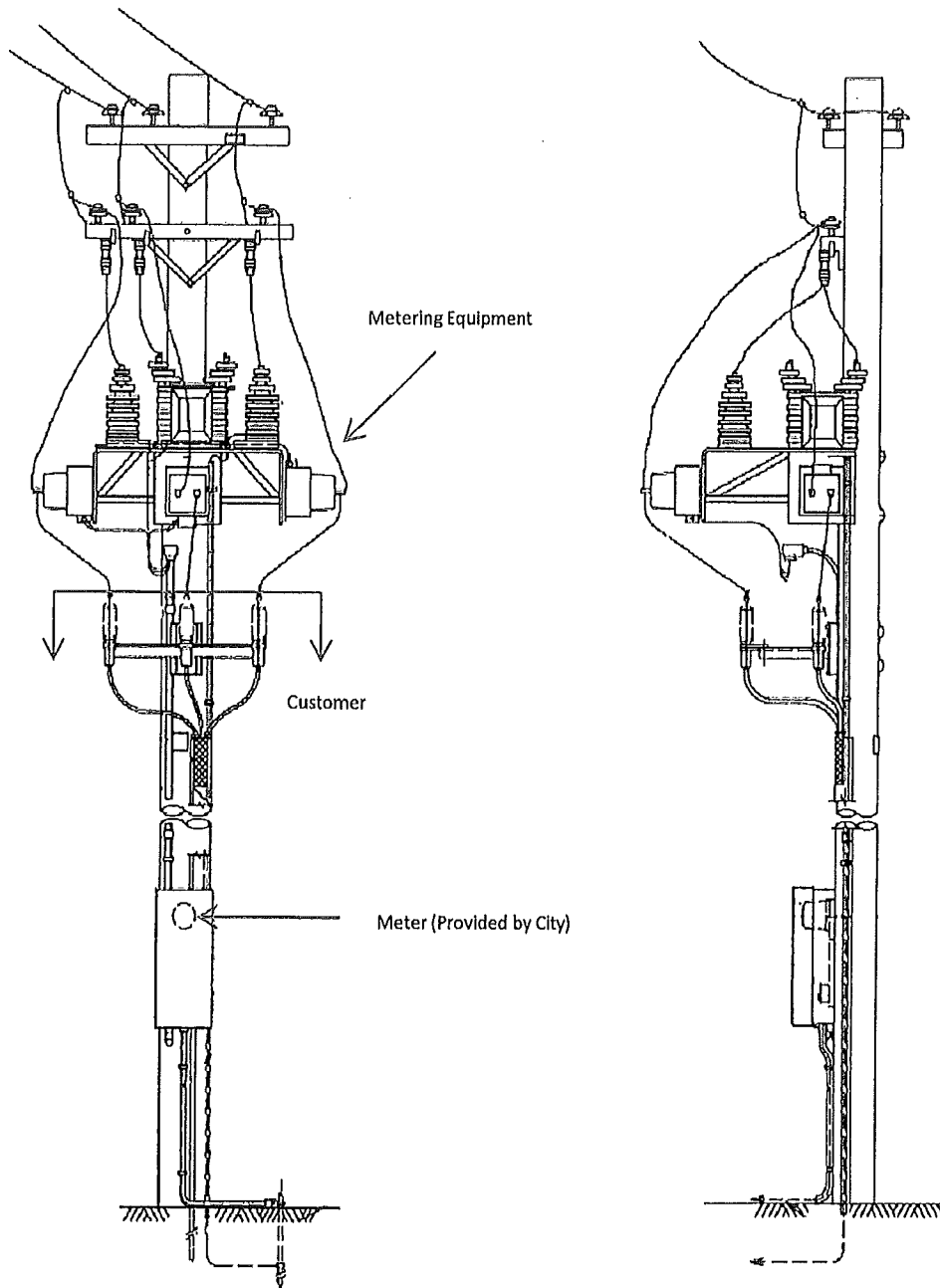
  
\_\_\_\_\_  
Karen E. Eldridge, President

## Attachment A – Pad Mount Primary Metering

### ELECTRIC PRIMARY METERING



### Attachment B – Pole Mount Primary Metering





## PUBLIC WORKS MEMORANDUM

# City of Jackson

**TO:** Mayor and Board of Aldermen

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

**DATE:** October 15, 2024

**RE:** Change Order No. 1 to 2024 Asphalt Pavement Improvement Program

The attached change order increases the 2024 Asphalt Pavement Improvement Program by \$46,975.24. This would add the paving of Industrial Drive from the end of the existing concrete pavement to the Soccer Park entrance to the current contract.

This year's asphalt program was scaled back to leave the engineer's estimate of \$50,000 in the paving budget so this item could be added once plans were received from Koehler Engineering. Plans have now been received.

Work on this portion of the asphalt program would be scheduled to avoid the upcoming soccer tournament on October 25<sup>th</sup> – 27<sup>th</sup>.



# City of Jackson

## CHANGE ORDER

PROJECT: 2024 Asphalt Pavement Improvement Program

DATE OF ISSUANCE:

CHANGE ORDER NO.: 1

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

CONTRACTOR:

Apex Paving Company dba ASA Asphalt

THIS CHANGE ORDER MODIFIES THE ORIGINAL CONTRACT AS FOLLOWS:

☒ See Attachments

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$323,622.17	Original Contract End Date: January 6, 2025
Previous Change Orders: n/a	Net Change from Previous Change Orders: n/a
Contract Price prior to this Change Order: \$323,622.17	Contract End Date prior to this Change Order: January 6, 2025
Net Increase (Decrease) of this Change Order: \$46,975.24	Net Increase (Decrease) of this Change Order: n/a
Contract Price with all approved Change Orders: \$370,597.41	Contract End Date with all approve Change Orders: January 6, 2025

Recommended By:

*Sanat Sandus*  
Project Manager

10/16/2024

Date

Approved By:

Mayor of the City of Jackson

Date







Accepted By:

Authorized Representative  
of the Contractor

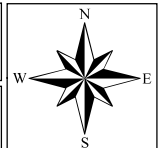
Date





	2024 Asphalt Base Panels		15-30 SY
<b>Added Panels_Change Order 1</b>			30-45 SY
<b>GROUP_DESI</b>			60-90 SY
	0-15 SY		90+ SY

<b>2024 ANNUAL ASPHALT PAVEMENT IMPROVEMENT</b>
<b>INDUSTRIAL DRIVE CHANGE ORDER 1 ADDITION</b>



SEE TABLES FOR  
QUANTITIES & DETAILS

**11**



## MEMORANDUM



# City of Jackson

**TO:** Mayor and Board of Aldermen

**FROM:** Liza Walker, Assistant City Administrator

**DATE:** October 17, 2024

**RE:** Rescind Amended Resolution for DAR Monument Location

As a reminder, Resolution No. 2024-04 approved on April 15, 2024 allows the John Guild Chapter of the Daughters of the American Revolution to attach a Revolutionary War Patriots marker to the entrance wall at the Old City Cemetery. Due to the rough surface of the wall, the location was changed. Amended Resolution No. 2024-05 changed the location of the marker to be placed on a monument in front of the western entrance wall. After review, the company that will be mounting the marker determined that the original location of the marker is feasible. Approval of the motion to rescind Amended Resolution No. 2024-05 will revert back to the marker being mounted to the western wall as indicated in Resolution No. 2024-04.

As always, if you have questions, please contact me at 573-243-3568 x2015 or [lwalker@jacksonmo.org](mailto:lwalker@jacksonmo.org).

# MEMO



**To:** Mayor and Board of Aldermen  
**From:** Jason Lipe, Parks and Recreation Director  
**Date:** Friday, October 18, 2024  
**Re:** Street Hockey Rink Concrete Bid Tabulation

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Bids for the Street Hockey Rink Concrete Project were advertised through the normal City process on September 25 & October 2. A bid opening was held on October 8. One bid was received, with Putz Construction being the only bidder at a cost of \$122,880.02. After a review of the submitted bid, the staff recommendation is that the bid be rejected due to the price exceeding the budgeted estimate.





Street Hockey Rink Concrete Project  
Bid Opening 1:30 PM, Tuesday, October 8, 2024

Company	Base Bid
Putz Construction	128,880. <sup>02</sup>

Witness: Kacie Baker

**CITY OF JACKSON, MISSOURI  
STREET HOCKEY RINK CONCRETE PROJECT  
BID SHEET**

*Note: Please return this page as a cover sheet with each copy of your submittal.*

Putz Construction, LLC proposes to furnish all labor, equipment, and materials for the STREET HOCKEY RINK CONCRETE PROJECT and to perform all related work as provided for and in accordance with the specifications and proposal documents for the following prices:

BID:

\$128,880.02 proposed amount for the Street Hockey Rink Concrete Project

The undersigned, an authorized agent of Contractor, hereby certifies:

(X) familiarization with all terms, conditions, and specifications herein stated; and

(X) company is qualified to perform work and services as included.

Submitted on October 8<sup>th</sup>, 2024.

Name of company: Putz Construction, LLC

Business address: 4694 State Hwy 72 Jackson, MO 63755

Phone number: 573-243-6164

Fax number: \_\_\_\_\_



Signature of Contractor's Authorized Representative

Michael Putz

Printed Name of Contractor's Authorized Representative

**CITY OF JACKSON, MISSOURI  
INDEPENDENCE DAY FIREWORKS DISPLAY PROGRAM  
BID SHEET**

*Note: Please return this page as a cover sheet with each copy of your submittal.*

Rainbow Fireworks proposes to furnish all labor, equipment, and materials for the INDEPENDENCE DAY FIREWORKS DISPLAY PROGRAM and to perform all related work as provided for and in accordance with the specifications and proposal documents for the following lump sum bid price:

**BID PRICE:**

\$ 14,500 per annual fireworks display event for 3 consecutive years (2025, 2026, 2027).

**ALTERNATE:**

\$ \_\_\_\_\_ per event to provide a licensed and insured shooter for provided fireworks following a concert (date to be determined, but within 14 days of July 4).

The undersigned, an authorized agent of his/her company, hereby certifies:

- (☒) familiarization with all terms, conditions, and specifications herein stated; and
- (☒) company is qualified to perform work and services as included; and
- (☒) all submittal requirements are attached hereto.

Submitted on 9-25-2024, 2024.

Name of company: Rainbow Fireworks

Business address: 76 Plum Ave. Inman KS. 67546

Phone number: 417-849-7436

Fax number: \_\_\_\_\_

Troy S. Wisdom  
Signature of Contractor's Authorized Representative

Troy S. Wisdom  
Printed Name of Contractor's Authorized Representative

BILL NO. 24-\_\_

ORDINANCE NO. 24-\_\_

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *RAINBOW FIREWORKS, INC., OF INMAN, KANSAS*, RELATIVE TO THE *INDEPENDENCE DAY FIREWORKS DISPLAY 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 **Rainbow Fireworks, Inc., of Inman, Kansas**. It is the belief of the Mayor and Board of Aldermen that it is in the best interest of the citizens of the City of Jackson, Missouri, that the City enters into said contract.

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

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

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

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

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

FIRST READING: October 21, 2024.

SECOND READING: October 21, 2024.

PASSED AND APPROVED this 21st day of October, 2024, by a vote of \_\_ ayes, \_\_ nays, \_\_ abstentions and \_\_ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

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

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

## CONTRACT AGREEMENT

**THIS CONTRACT** (the “**Contract**”) is entered into this 16<sup>th</sup> day of October, 2024,

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

Rainbow Fireworks, Inc. hereinafter referred to as “**Contractor**,” in connection with that work known as Independence Day Fireworks Display Program to be completed for the City.

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

**NOW, THEREFORE**, the parties agree as follows:

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

\$14,500.00  
(figures)

Fourteen thousand, five-hundred dollars  
(words)

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

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

CITY:

City of Jackson, Missouri

\_\_\_\_\_  
Dwain Hahs, Mayor

ATTEST:

\_\_\_\_\_  
Angela Birk, City Clerk

Address:  
101 Court Street  
Jackson, Missouri 63755

CONTRACTOR:

Rainbow Fireworks, Inc.  
Contractor Name  
Stephanie A. Utele  
Signature  
Stephanie A. Utele  
Printed Name  
President  
Title

ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Address:  
76 Plum Ave.  
Inman, KS 67546



# CITY OF JACKSON, MISSOURI

## INDEPENDENCE DAY FIREWORKS DISPLAY PROGRAM

### SPECIFICATIONS & PROPOSAL DOCUMENTS

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

**SCOPE OF WORK:** The Independence Day Fireworks Display Program is a program that provides for the annual display of a fireworks show in the City Park during the Independence Day Celebration for a term of three consecutive years. The Contractor shall furnish all labor, equipment, fuel, transportation, and materials necessary to fulfill the terms of the program.

**LOCATION OF WORK:** The fireworks display area is near Rotary Lake in the City Park. See Exhibit A for the location map.

**BID PRICE:** All bid prices shall be "per annual fireworks display event" serviced by the Contractor under this program. The bid price is the amount paid to the Contractor each individual year for the three consecutive years under the program.

**DESIGN OF DISPLAY:** The Contractor shall be responsible for using its expertise and training to install and display the fireworks show in the manner most aesthetically pleasing in the Contractor's expert opinion and subject to the approval of the Parks & Recreation Director of the City.

#### **SPECIFICATIONS:**

- A. Display must be a minimum of 25 minutes in length and shall begin promptly at 9:30 p.m.
- B. City will provide all necessary safety zones.
- C. Contractor shall provide a computer model of display for preview by the City.
- D. All necessary permits must be secured 30 days prior to show.
- E. Display shall include a spectrum of styles, patterns, and sound effects. Shells shall not exceed 6" in diameter (approx. 600 feet to spectators and important structures). Emphasis is placed on shells reaching a height of 100 feet or higher.
- F. All shells must be fired with an electronic computer firing system. There should be no large gaps of time between shells, good display pacing, multiple firing, tailed effect, and a choreographed control of the display execution. Contractor shall provide information on average pace of shells per minute.
- G. City Fire Chief or designee will have sole discretion as to the decision to fire shells based on inclement weather, wind, crowd issues, security, etc.
- H. Contractor must be available for display on back-up date (generally the next day). Display presentation must be staffed and executed by trained and licensed personnel in pyrotechnics. The specific date will be identified in the Contract for Services.



- I. In the event the display is canceled for any reason, contractor is responsible for securing product and equipment in the staging area. Contractor is also responsible for providing security needed for equipment, product and staging area until the display is executed on the back-up date.
- J. City will barricade and determine staging location.
- K. Staging area for firing display will be ready for set-up at 8:00 a.m. on the day of the scheduled event.
- L. Contractor is required to provide security at staffing area for equipment and product during pre-event set-up and up through display.
- M. Contractor must be federally licensed for pyrotechnic displays.
- N. Contractor will be required to attend a pre-event organizational meeting with City staff.
- O. Contractor must submit an invoice prior to receiving payment.
- P. City will provide support at the event to include Parks & Recreation and Public Safety personnel.
- Q. Contractor shall help identify and locate any unexploded shells.
- R. Contractor shall participate with a sweep of grounds for debris at the conclusion of the event.

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

**ADDITIONAL WORK:** The City reserves the right to negotiate with the Contractor for additional display services.

**COMMUNICATIONS:** The Contractor shall be responsive to City communications via phone, text, email, or in person.

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

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

**BID SHEET:** The Contractor must prepare and submit a completed Bid Sheet. By signing, the Contractor acknowledges the agreement with the general specifications, conditions, and contract requirements. The Contractor shall also be responsible for submitting a written proposal providing a detailed listing of the display outline, firing equipment, staffing, proof of Federal license, proof of insurance, cancellation security/storage plan, rain date, delivery, and installation.

**BID QUOTATIONS:** The bid quotation for the display shall include all costs associated with the event, including all equipment, product, permitting, staffing, delivery, insurance, installation, breakdown/clean-up, taxes, and service charges. Bids are to be quoted in one lump sum for a land-based shoot.

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

**PROTECTION OF WORK AND PROPERTY:** Reasonable care shall be taken when working in the vicinity of people, vehicles, buildings, and property.

**TERM OF AGREEMENT:** The term of this agreement shall be for three Independence Day holidays with the first holiday beginning on July 4, 2025 and with the final holiday terminating on July 4, 2027.

**PAYMENT:** The Contractor shall be paid as follows:

- (a) Fifty percent paid prior to June 15 of each year.
- (b) Fifty percent paid prior to July 15 of each year.

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

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

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

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

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



**SUBMITTAL REQUIREMENTS:** Each of the following items shall be considered an integral part of the Contractor's proposal and shall be submitted to the City on or before the date and time stated on the Proposal Form:

1. One copy of completed and signed Bid Sheet and proposal document sent to the contact listed herein.
2. List all products with brand and effect descriptions and quantities.
3. Identify electronic firing system to be used for display.
4. Include staging area layout drawing showing layout, safety zones, access, border, and outside dimensions.
5. Provide copy of insurance showing the City named as an additional insured.
6. Provide copy of Federal license.
7. Timeline for preparing pre-event staging area.
8. Provide a plan for product/equipment storage and security in the event of delay/cancellation.
9. Provide a list of references with a minimum of three (3) contacts.

#### EXHIBIT A



Wimbledon Drive, Jackson City Park

**CITY OF JACKSON, MISSOURI  
LOWER TENNIS COURT REPAIR & RESURFACING PROJECT  
BID SHEET**

*Note: Please return this page as a cover sheet with each copy of your submittal.*

**Byrne and Jones Construction** proposes to furnish all labor, equipment, and materials for the LOWER TENNIS COURT REPAIR & RESURFACING PROJECT and to perform all related work as provided for and in accordance with the specifications and proposal documents for the following prices:

BID:

\$ 36,957 proposed amount for the Tennis Court Repair & Resurfacing Project

Acrylic resurfacer, textured color and line paint brand: SealMaster

The undersigned, an authorized agent of Contractor, hereby certifies:

( ) familiarization with all terms, conditions, and specifications herein stated; and

( ) company is qualified to perform work and services as included.

Submitted on 09/23/2024, 2024.

Name of company: Byrne and Jones Construction

Business address: 13940 St. Charles Rock Rd., Saint Louis, MO 63044

Phone number: (314) 619-0475

Fax number: (314) 567-1828



Signature of Contractor's Authorized Representative

Zach Engelmann

Printed Name of Contractor's Authorized Representative

BILL NO. 24-\_\_

ORDINANCE NO. 24-\_\_

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *BYRNE & JONES CONSTRUCTION, OF ST. LOUIS, MISSOURI*, RELATIVE TO *THE LOWER TENNIS COURT REPAIR & RESURFACING PROJECT*; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.**

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

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

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

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

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

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

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

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

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

FIRST READING: October 21, 2024.

SECOND READING: October 21, 2024.

PASSED AND APPROVED this 21st day of October, 2024, by a vote of \_\_ ayes, \_\_ nays, \_\_ abstentions and \_\_ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

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

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

**CONTRACT AGREEMENT**

THIS CONTRACT (the "Contract") is entered into this 17<sup>th</sup> day of October, 20 24,

by and between the **CITY OF JACKSON, MISSOURI**, Owner of the Project, hereinafter referred to as "City", and **BYRNE AND JONES CONSTRUCTION** hereinafter referred to as "Contractor," in connection with that work or improvement known as the Lower Tennis Court Repair & Resurfacing Project.

WHEREAS, the City has selected the aforesaid Contractor for the Project and by Ordinance No. \_\_\_\_\_ has awarded the Contractor the Contract for the amounts named in the proposal/bid from the Contractor dated 09/23/2024, a copy of which is incorporated herein.

**NOW, THEREFORE**, the parties agree as follows:

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

\$36,957.00  
(figures)

Thirty-six thousand, nine-hundred fifty-seven dollars  
(words)

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

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

CITY:

City of Jackson, Missouri

\_\_\_\_\_  
Dwain Hahs, Mayor

ATTEST:

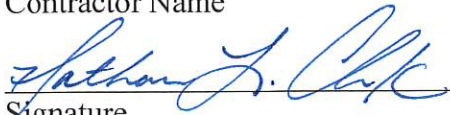
\_\_\_\_\_  
Angela Birk, City Clerk

Address:

CONTRACTOR:

Byrne and Jones Construction


Contractor Name

  
Signature

NATHAN L. CLARK  
Printed Name

General Manager  
Title

ATTEST:

  
Signature

Katie Clever  
Printed Name

Project Asst.  
Title

Address:

13940 St. Charles Rock Road

St. Louis, MO 63044



**CITY OF JACKSON, MISSOURI  
LOWER TENNIS COURT REPAIR & RESURFACING PROJECT  
SPECIFICATIONS & PROPOSAL DOCUMENTS**

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

**PURPOSE AND SCOPE OF WORK** The purpose of this program is to replace two tennis net systems, and repair and resurface two existing tennis courts (approximately 10,300 sq. ft.) in the City Park.

The Contractor shall furnish all labor, equipment, fuel, transportation, and materials necessary to fulfill the terms of the contract.

**PROJECT LOCATION:** Parkview Street, Jackson City Park

**MATERIAL SPECIFICATIONS:**

Pressure wash entire playing surface.

Clean and fill playing surface cracks with sand, cement and court patch binder mixture. Cover cracks with crack repair system (Rite-Way or Armor are acceptable).

Apply two coats of acrylic resurfacer, per manufacturers specifications.

Apply two coats of textured color, per manufacturers specifications. Color to be coordinated with City Parks and Recreation department.

Apply two coats of textured line paint (white) via roller. Line markings shall be two (2) inches in width, and follow United States Tennis Association (USTA) and American Sports Builders Association (ASBA) guidelines.

Acrylic resurfacer, textured color and line paint shall be California Sports Surfaces DecoTurf, or equivalent.

Remove two existing tennis net systems, and replace with two new in-ground net posts and nets: 3-1/2" outside diameter; steel top pulley caps with 1-3/4" diameter aluminum pulley; tensioning ratchet with spring-loaded safety latch and removable handle.

**WORK DAYS/TIMES:** All work shall be performed during the work week of Monday through Friday from 7:00 a.m. through 6:00 p.m. The Contractor shall schedule work as to avoid conflicts with scheduled tennis practices and competitions.

**NOT-TO-EXCEED CONTRACT PRICE:** The Contractor shall furnish all labor, equipment, and materials for the Program and to perform all related work as provided for and in accordance with the specifications and proposal documents for a cost-not-to-exceed price as indicated on the proposal sheet. The total compensation to be paid to the Contractor for the performance of the work is a maximum amount and may be reduced during the course of performance of the work based upon a reduced scope of work, subject to the approval of the Parks & Recreation Director.

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

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

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

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

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

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

**COMPLETION DATE:** The Contactor shall complete all work within 120 days of contract award, unless otherwise agreed to in writing by both Contractor and City.

**PAYMENT:** Payment shall be made in one (1) lump sum following the completion of the Project.

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

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

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

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

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

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

#### **OCCUPATION SAFETY AND HEALTH ADMINISTRATION (OSHA) TRAINING**

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

#### **VERIFICATION OF EMPLOYMENT ELIGIBILITY**

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

#### **LAW AND VENUE**

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

#### **ASSIGNS AND SUCCESSORS**

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

#### **SUBLET**

No portion of the work covered by this Contract except as provided herein shall be sublet or transferred without written consent of the City. The subletting of the work shall in no way relieve the Contractor of its primary responsibility of the quality and performance of the work. The

Contractor will give personal attention to the faithful prosecution of the work and will keep all aspects of the work under Contractor control.

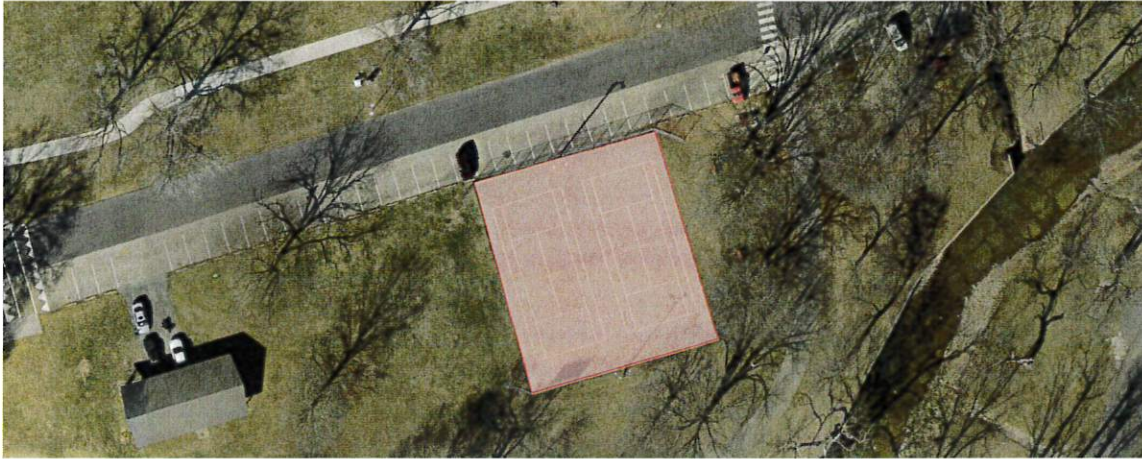
**EXHIBITS**

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

**ENTIRE AGREEMENT**

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

**EXHIBIT A**



Jackson City Park Lower Tennis Courts  
Parkview Street

EXHIBIT INDEX

EXHIBIT A – Jackson City Park Lower Tennis Courts Map

**CITY OF JACKSON, MISSOURI  
SOCCER PARK VENDING SERVICES PROGRAM  
BID SHEET**

*Note: Please return this page as a cover sheet with each copy of your submittal.*

Heartland Coca-Cola Bottling Company, LLC proposes to furnish all labor, equipment, and materials for the **SOCCER PARK VENDING SERVICES PROGRAM** and to perform all related work as provided for and in accordance with the specifications and proposal documents for the following percentage:

Variable percentage (See attachments) of the total quarterly profits from vending machine sales in each of the two consecutive years of 2024 and 2025 paid to the City of Jackson.

\$0 Minimum quarterly payment amount

The undersigned, an authorized agent of his/her company, hereby certifies:

(x ) familiarization with all terms, conditions, and specifications herein stated; and

(x ) company is qualified to perform work and services as included; and

(x ) all submittal requirements are attached hereto.

Submitted on Monday, September 23, 2024.

Name of company: Heartland Coca-Cola Bottling Company, LLC

Business address: 1125 Lenco Avenue, Jackson, MO, 63755

Phone number: 573-243-3134

Fax number: 573-243-3135



Signature of Contractor's Authorized Representative

CHAD CROSS

Printed Name of Contractor's Authorized Representative

**Attached:**    Equipment Placement Agreement  
                      Vend Rate Matrix  
                      Terms and Conditions of Sale





Required FS Vend Rate Grids		ALL HEARTLAND MARKETS		
		Market Price	Premium	Premium Plus*
<i>Payment Options</i>		<i>All</i>	<i>All</i>	<i>All</i>
<i>Commissions</i>		<i>10%</i>	<i>15%</i>	<i>20%</i>
Sparkling				
(MM Refresh & MM Lights)	20oz	\$2.00	\$2.25	\$2.50
Dasani				
	20oz	\$2.00	\$2.25	\$2.50
Powerade	20oz	\$2.25	\$2.50	\$2.75
Vitaminwater	20oz	\$2.25	\$2.50	\$2.75
MM Juice To Go				
	12oz	\$2.25	\$2.50	\$2.75
Energy (NOS, Full Throttle, Monster, Rehab)	16oz	\$3.00	\$3.50	\$4.00
Monster Reign	16oz	\$3.00	\$3.50	\$4.00
Monster Muscle/Java	15oz	\$3.50	\$4.00	\$4.50
Body Armor	16oz	\$2.50	\$2.75	\$3.00
Gold Peak	18.5oz	\$2.25	\$2.50	\$2.75

Effective: 1/1/2022

BILL NO. 24-\_\_\_

ORDINANCE NO. 24-\_\_\_

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *HEARTLAND COCA-COLA BOTTLING COMPANY, LLC, OF JACKSON, MISSOURI, RELATIVE TO THE SOCCER PARK VENDING SERVICES PROGRAM*; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.**

WHEREAS, the Mayor and Board of Aldermen have been presented a contract 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 **Heartland Coca-Cola Bottling Company, LLC, of Jackson, Missouri**. It is the belief of the Mayor and Board of Aldermen that it is in the best interest of the citizens of the City of Jackson, Missouri, that the City enters into said contract.

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

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

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

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

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

FIRST READING: October 21, 2024.

SECOND READING: October 21, 2024.

PASSED AND APPROVED this 21st day of October, 2024, by a vote of \_\_ ayes, \_\_ nays, \_\_ abstentions and \_\_ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

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

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

## CONTRACT AGREEMENT

**THIS CONTRACT** (the “**Contract**”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_,

by and between the **CITY OF JACKSON, MISSOURI**, Owner of the Project, hereinafter referred to as “**City**”, and **HEARTLAND COCA-COLA BOTTLING COMPANY, LLC** hereinafter referred to as “**Contractor**,” in connection with that work known as Soccer Park Vending Services Program to be completed for the City.

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

**NOW, THEREFORE**, the parties agree as follows:

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

20% of the total quarterly profits  
(figures)

Twenty percent of the total quarterly profits  
(words)

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

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

CITY:

City of Jackson, Missouri

\_\_\_\_\_  
Dwain Hahs, Mayor

ATTEST:

\_\_\_\_\_  
Angela Birk, City Clerk

Address:  
101 Court Street  
Jackson, Missouri 63755

CONTRACTOR:

Heartland Coca-Cola Bottling Company, LLC  
Contractor Name

  
\_\_\_\_\_  
Signature

Jason Owens  
\_\_\_\_\_  
Printed Name

General Manager  
\_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Address:  
1125 Lenco Avenue  
Jackson, MO 63755



## CITY OF JACKSON, MISSOURI SOCCER PARK VENDING SERVICES PROGRAM SPECIFICATIONS & PROPOSAL DOCUMENTS

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

**SCOPE OF WORK:** The Soccer Park Vending Services Program is a program that provides beverage vending services at the City of Jackson Soccer Park for a term of two consecutive years. The Contractor shall furnish all labor, equipment, fuel, transportation, and materials necessary to fulfill the terms of the program.

**LOCATION OF WORK:** Jackson Soccer Park – 2275 S. Farmington Road, Jackson, Missouri

**MENU ITEMS:** The Contractor is expected to serve quality drinks at a competitive price to meet the needs of the visiting public. All menu items and pricing must be submitted to the City for approval prior to product sales.

**BID PRICE:** All bid prices shall be “percentage of revenue” serviced by the Contractor under this program. The bid price is the percentage of revenue paid to the City each quarter for the two consecutive years under the program.

**GENERAL APPEARANCE/CLEANLINESS/MAINTENANCE:** The Contractor shall be responsible for keeping the vending machines in a neat, clean, and sanitary condition at all times. The concessionaire shall be responsible for keeping the surrounding general area neat, clean, and free of trash.

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

**ADDITIONAL WORK:** The City reserves the right to negotiate with the Contractor for additional vending locations.

**COMMUNICATIONS:** The Contractor shall be responsive to City communications via phone, text, email, or in person.

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

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

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

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

**TERM OF AGREEMENT:** The term of this agreement shall be for the calendar years of 2024 and 2025.

**PAYMENT:** Payment from the Contractor shall be made to the City on a quarterly basis.

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

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

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

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

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



**EXHIBIT A**

Jackson Soccer Park, 2275 S. Farmington Road

BILL NO. 24-\_\_

ORDINANCE NO. 24-\_\_

**AN ORDINANCE APPROVING THE CITY STAFF OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE AN INDEPENDENT CONTRACTOR AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *TEMPORARY OFFICIALS*, RELATIVE TO *YOUTH SPORTS*, AND AUTHORIZING THE CITY STAFF TO EXECUTE SEPARATE AGREEMENTS AS NECESSARY.**

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

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

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

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the agreement attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **Temporary Officials for Youth Sports**. 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 City Staff is hereby authorized and directed to execute said agreement as necessary 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 portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

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

FIRST READING: October 21, 2024.

SECOND READING: October 21, 2024.

PASSED AND APPROVED this 21st day of October, 2024, by a vote of \_\_ ayes, \_\_ nays,  
\_\_ abstentions and \_\_ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

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

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

**INDEPENDENT CONTRACTOR AGREEMENT**

This agreement (the “Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, between the City of Jackson, Missouri (hereinafter referred to as the “City”) and \_\_\_\_\_ (hereinafter referred to as the “Independent Contractor”).

The City hereby engages the Independent Contractor to perform the duties of **Sports Official**. In return, City shall pay Independent Contractor a fee of \$\_\_ per game. The Independent Contractor will submit an itemized bi-weekly statement to the City setting forth the number of games worked. Independent Contractor understands that this payment is the total compensation for his or her services and that Independent Contractor is responsible for payment of all taxes including Federal, State and local taxes arising out of his or services in accordance with this contract, including but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fees as required. In addition, the City is not responsible for providing any vacation pay, sick leave, retirement benefits, social security, Worker’s Compensation benefits, health or disability benefits, or unemployment benefits of any kind.

The Independent Contractor must fill out a W-9 Request for Taxpayer form for the City of Jackson.

The City shall not be responsible for or reimburse Independent Contractor for any expenses that are incurred in connection with the performance of the duties hereunder. This includes that the City shall not be responsible for providing any equipment, uniforms, etc. needed to perform the services contracted hereunder.

The City shall not exercise any control over how the Independent Contractor performs the duties of **Sports Officiating** except that the Independent Contractor understands and agrees to abide by the Jackson Parks and Recreation policies. Further, the Independent Contractor agrees that performance of the duties under this contract requires him or her to be punctual, professional, and responsible.

Either party may terminate this Agreement for any reason at any time by providing 14 (fourteen) days written notice to the other party. However, the City may terminate this agreement immediately and without any prior notice if Independent Contractor fails to perform the duties set forth above.

No amendment, change, or modification of this Agreement shall be valid unless in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the undersigned have executed this agreement as of the day and year first written above.

City of Jackson

\_\_\_\_\_  
(Print Independent Contractor’s Name)

By: \_\_\_\_\_  
Director of Parks & Recreation

By (signature):\_\_\_\_\_



## PUBLIC WORKS MEMORANDUM

# City of Jackson

**TO:** Mayor and Board of Aldermen

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

**DATE:** September 16, 2024

**RE:** Memorandum of Understanding with UJRO for Wayfinding Signage

Attached is an Addendum to Memorandum of Understanding for the Uptown Jackson Revitalization Organization's wayfinding signage program funded with ARPA money. Based on discussion at the September 16<sup>th</sup> study meeting, paragraph 7 has been added to address the city's additional contribution of labor to re-install signs as needed. UJRO's board has approved this version and it has been signed by their president.

If you have questions, please contact me at 573-243-2300 x 29 or [jsanders@jacksonmo.org](mailto:jsanders@jacksonmo.org).

BILL NO. 24-\_\_

ORDINANCE NO. 24-\_\_

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE AN ADDENDUM TO A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *UPTOWN JACKSON REVITALIZATION ORGANIZATION INC.*, RELATIVE TO WAYFINDING DIRECTIONAL SIGNS; 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 addendum to a memorandum of understanding, hereinafter referred to as “addendum” 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 addendum.

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 an addendum attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **Uptown Jackson Revitalization Organization Inc.** It is the belief of the Mayor and Board of Aldermen, that it is in the best interest of the citizens of the City of Jackson, Missouri, that the City enters into said addendum.

Section 2. That the Mayor is hereby authorized and directed to execute said addendum 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 addendum.

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 21, 2024.

SECOND READING: October 21, 2024.

PASSED AND APPROVED this 21st day of October, 2024, by a vote of \_\_ ayes, \_\_ nays, \_\_ abstentions and \_\_ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

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

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



**ADDENDUM TO MEMORANDUM OF UNDERSTANDING**

**THIS ADDENDUM TO MEMORANDUM OF UNDERSTANDING (“Agreement”)**  
is made and entered into this \_\_\_\_\_ day of October, 2024, by and between the **CITY OF JACKSON, MISSOURI, a municipal corporation, (“City”)**, and the **UPTOWN JACKSON REVITALIZATION ORGANIZATION, INC., a Missouri Non-profit Corporation, (“UJRO”), WITNESSETH:**

**WHEREAS**, the City and UJRO entered into a Memorandum of Understanding (“MOU”) dated July 17, 2023; and

**WHEREAS**, the MOU provided, among other things, for the City’s distribution of ARPA funds to UJRO for the purchase and installation of wayfinding directional signs (“Signs”) for Uptown; and

**WHEREAS**, the City did, in fact, distribute ARPA finds to UJRO pursuant to the MOU and UJRO does hereby acknowledge receipt of such funds; and

**WHEREAS**, the parties desire to amplify and clarify the duties and responsibilities of the City and UJRO for the purchase and installation of Signs for Uptown.

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

1. UJRO will, at its expense, prepare, or caused to be prepared, plans and specifications for the installation of Signs in the Uptown area which said area is defined as north of Jackson Boulevard, south of Washington Street, west of Goose Creek, and east of Farmington Road.

2. UJRO will present the plans and specifications for the Signs to the City for its review and approval.
3. UJRO agrees to erect the Signs according to the plans and specifications approved by the City.
4. The City grants UJRO the authority to access the City's right-of-way to install Signs in Uptown according to the plans and specifications approved by the City.
5. UJRO will maintain the Signs in a safe, neat, and good physical condition at the sole expense of UJRO.
6. UJRO agrees that the City is not responsible for loss or damage to the Signs and the Signs shall be the sole property of UJRO.
7. The parties agree that if a Sign requires replacement that UJRO will purchase the Sign and that the City will provide the labor to install the Sign.
8. UJRO agrees that it is responsible for obtaining permission for the installation of Signs on property owned by the State of Missouri or private citizens.
9. To the fullest extent permitted by law, UJRO agrees to indemnify, defend and hold harmless the City, its officers, agents, volunteers, lessees, invitees, and employees from and against all suits, claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or alternative dispute resolution costs arising out of, or related to the Signs 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 are caused by the negligence or other wrongdoing of UJRO, its officers, agents, and volunteers, or anyone directly or indirectly employed or hired by UJRO or anyone for whose acts UJRO may

be liable, regardless of whether caused in part by the negligence or wrongdoing of the City and any of its agents or employees.

10. UJRO will provide the City with a Certificate of Insurance subject to approval by the City.

11. UJRO, its contractors and volunteers will comply with all applicable city, state, and federal ordinances, statutes, regulations, policies, permits and procedures.

12. This Agreement may not be assigned without the written consent of the City.

13. This Agreement may be terminated by either party for any reason upon giving thirty (30) days written notice. UJRO agrees to remove the Signs and to restore the sites to original condition within thirty (30) days from the date of termination of this Agreement.

14. All other provisions of the original MOU shall remain in full force and effect unless modified herein.

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

[Signatures on following page]

**CITY:**

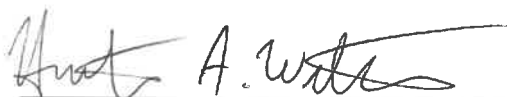
**CITY OF JACKSON, MISSOURI**

\_\_\_\_\_  
Dwain Hahs, Mayor

**ATTEST:**

\_\_\_\_\_  
Angela Birk, City Clerk

**UPTOWN JACKSON REVITALIZATION  
ORGANIZATION, INC.:**



\_\_\_\_\_  
Hunter A. Williams, President

BILL NO. 24-\_\_\_\_

ORDINANCE NO. 24-\_\_\_\_

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

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

Section 1. That Chapter 65, Article I, Section 65-3, of the Code of Ordinances of the City of Jackson, Missouri, is hereby amended to read as follows:

**“Sec. 65-3. – District boundaries and general regulations.**

\*\*\*

- (4) All parcels or portions of parcels that may hereafter be annexed to the City of Jackson will have zoning determined pursuant to the procedures set forth in Section 58-12 of the Code of Ordinance.”

\*\*\*

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

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

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

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

FIRST READING: October 21, 2024.

SECOND READING: October 21, 2024.

PASSED AND APPROVED this 21st day of October, 2024, by a vote of \_\_\_\_\_ ayes, \_\_\_\_\_  
nays, \_\_\_\_\_ abstentions and \_\_\_\_\_ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

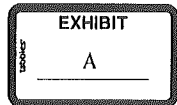
BY: \_\_\_\_\_  
Mayor

ATTEST:

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



# City of Jackson



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

The Planning & Zoning Commission of Jackson, Missouri, hereby notifies the Board of Aldermen, the applicant, and the public of its action taken on September 11, 2024, at a regular meeting in consideration of the following:

**Consider a request on behalf of the City of Jackson, Missouri, for a text amendment to Chapter 65 (Zoning) of the Code of Ordinances relative to applications to voluntary annexation with zoning.**

Applicant: City of Jackson

Filing Date of Application/Fee: August 19, 2024

Submission Date of Application to Commission: September 11, 2024

Public Hearing Date: Waived

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

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

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

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



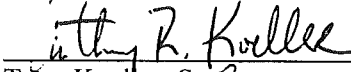
**THE ABOVE APPLICATION IS:**

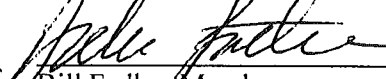
X **Approved**  
       **Disapproved**  
       **Approved with conditions specified below**

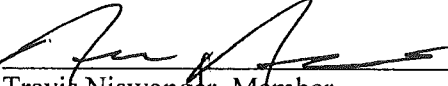
By a roll call of 6 ayes, 0 nays, 0 abstentions and 3 absent this 11th day of  
September 11, 2024.

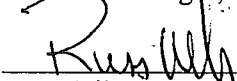
**CITY OF JACKSON, MISSOURI**

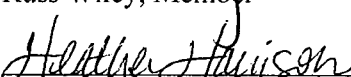
  
Harry Dryer, Chairman

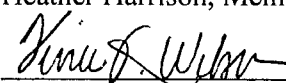
  
Tony Koeller, Secretary

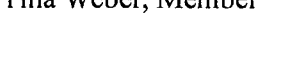
  
Bill Fadler, Member


  
Travis Niswonger, Member

  
Russ Wiley, Member

  
Heather Harrison, Member

  
Tina Weber, Member

  
Angelia Thomas, Member

  
Michelle Weber, Member

**ATTEST:**

  
Larry Miller  
Building & Planning Manager

**Sec. 65-3. - District boundaries and general regulations.**

- (4) ~~All parcels or portions of parcels which may hereafter be annexed to the City of Jackson which are under five (5) acres shall be classified in the R-1 Single-family residential district. All parcels or portions of parcels which are five (5) acres or greater shall be classified in the A-1 Agricultural district or R-1 Single-family residential district, depending upon the preference of the owner at the time of annexation until, within a reasonable time after annexation, the annexed territory shall be appropriately classified by ordinance in accordance with section 65-29.~~
- (4) All parcels or portions of parcels that may hereafter be annexed to the City of Jackson will have zoning determined pursuant to the procedures set forth in Section 58-12 of the Code of Ordinance.

BILL NO. 24-\_\_

ORDINANCE NO. 24-\_\_

**AN ORDINANCE AMENDING CHAPTER 58 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSOURI, RELATIVE TO ANNEXATION; 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 58, Section 58-12, of the Code of Ordinances of the City of Jackson, Missouri, is hereby added to read as follows:

**“Sec. 58-12. Voluntary annexation of property that is not part of an existing platted development.**

(1) The board of aldermen may annex unincorporated areas which are contiguous and compact to the existing corporate limits of the city pursuant to this section. The term **“contiguous and compact”** is defined in section 71.012 of the Revised Statutes of Missouri.

(2) When a notarized petition, requesting voluntary annexation with zoning is filed with the City Clerk and signed by the owners of all fee interests of record in all tracts of real property located within the area proposed to be annexed, the board of aldermen shall hold a public hearing concerning the matter not less than fifteen (15) nor more than sixty (60) days after the petition is received, and the hearing shall be held not less than seven (7) days after notice of the hearing is published in a newspaper of general circulation located within the city.

(3) The city shall provide, at least fifteen (15) days before the public hearing, written notice to all property owners within one hundred and eighty-five (185) feet of the proposed voluntary annexation with zoning of the date, time and location for the public hearing.

(4) At the public hearing any interested person, corporation or political subdivision may present evidence regarding the proposed voluntary annexation with zoning classification. If, after holding the hearing, the board of aldermen determines that the voluntary annexation with zoning classification is reasonable and necessary to the proper development of the city and the city has the ability to furnish normal municipal services to the area to be annexed within a reasonable time, it may, subject to the provisions of subdivision (6) of this subsection, annex and zone the territory by ordinance without further action.

(5) If a written objection to the proposed annexation is filed with the City Clerk of the city not later than fourteen (14) days after the public hearing and signed by at least five (5) percent of the qualified voters of the city or two (2) qualified voters of the area sought to be annexed if the same contains two (2) qualified voters, the provisions of section 71.015 of the Revised Statutes of Missouri, shall be followed.

(6) If a written objection to the proposed zoning is filed with the City Clerk prior to the public hearing and duly signed and acknowledged by the owners of thirty (30) percent or more, either of the areas of the land (exclusive of streets and alleys) included in the area proposed to be annexed or within an area determined by lines drawn parallel to and one hundred eighty-five (185) feet distant from the area proposed to be annexed, such zoning shall not become effective except by the favorable vote of two-thirds (2/3) of all members of the board of aldermen.

(7) If no objection or protest is filed to the proposed annexation with zoning, the city shall extend its limits by ordinance to include such territory, specifying with accuracy the new boundary lines to which the city's limits are extended. Upon duly enacting such annexation ordinance, the city shall cause three (3) certified copies of the same to be filed with the assessor and clerk of Cape Girardeau County, whereupon the annexation shall be complete and final and thereafter all courts of this state shall take judicial notice of the limits of the city, as so extended.

(8) Any action of any kind seeking to deannex from the city any area annexed under this section, or seeking in any way to reverse, invalidate, set aside, or otherwise challenge such annexation shall be brought within five (5) years of the date of adoption of the annexation ordinance."

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

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

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

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

FIRST READING: October 21, 2024.

SECOND READING: October 21, 2024

PASSED AND APPROVED this 21st day of October, 2024, by a vote of \_\_\_\_\_ ayes, \_\_\_\_\_ nays, \_\_\_\_\_ abstentions and \_\_\_\_\_ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

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

ATTEST:

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